

GVN0025R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: STORM DRAINAGE FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: PAUL K. BRIARDY, CHAIRMAN, GRAND VALLEY NATIONAL BANK

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 25 ROAD, N ½ OF LOT 4, SEN-BAR SUBDIVISION

PARCEL NO.: 2945-102-01-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

3

PAGE DOCUMENT

1972403 11/13/00 0107PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$15.00  
DOCUMENTARY FEE \$EXEMPT

## GRANT OF DRAINAGE EASEMENT

Grand Valley National Bank, Grantor, for and in consideration of the sum of One Thousand Eight Hundred Twenty Five and 97/100 Dollars (\$1,825.97), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of storm water drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southwest Corner of Lot 1 of Sen-Bar Subdivision, situate in the Southwest ¼ of the Northwest ¼ (SW ¼ NW ¼) of Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 9 at Page 195 in the office of the Mesa County Clerk and Recorder, and considering the west line of the SW ¼ NW ¼ of said Section 10 to bear N 00°05'45" W with all bearings contained herein being relative thereto; thence N 00°05'45" W along the west boundary line of Lot 1 of Sen-Bar Subdivision a distance of 12.11 feet to the True Point of Beginning;  
thence N 00°05'45" W along the west boundary line of Lot 1 of Sen-Bar Subdivision a distance of 193.43 feet;  
thence leaving the west boundary line of said Lot 1, N 89°56'21" E a distance of 11.50 feet;  
thence S 00°05'40" E a distance of 189.34 feet;  
thence S 47°54'56" E a distance of 24.12 feet to a point on the south boundary line of said Lot 1;  
thence S 89°54'15" W along the south boundary line of said Lot 1 a distance of 17.26 feet;  
thence leaving the south boundary line of said Lot 1, N 45°06'26" W a distance of 17.13 feet to the Point of Beginning,  
containing 2,434.62 square feet as described herein and as depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

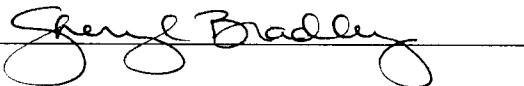
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said storm water drainage facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 3<sup>RD</sup> day of NOVEMBER, 2000.

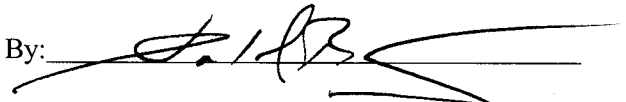
Attest:

Grand Valley National Bank

By:



By:



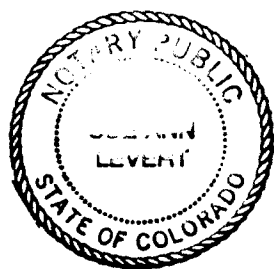
State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 3RD day of NOVEMBER, 2000,  
by PAUL K. BRIARDY as CHAIRMAN and attested to  
by SHERYL BRADLEY as ASSISTANT CASHIER of Grand  
Valley National Bank.

My commission expires: 12-31-2000.

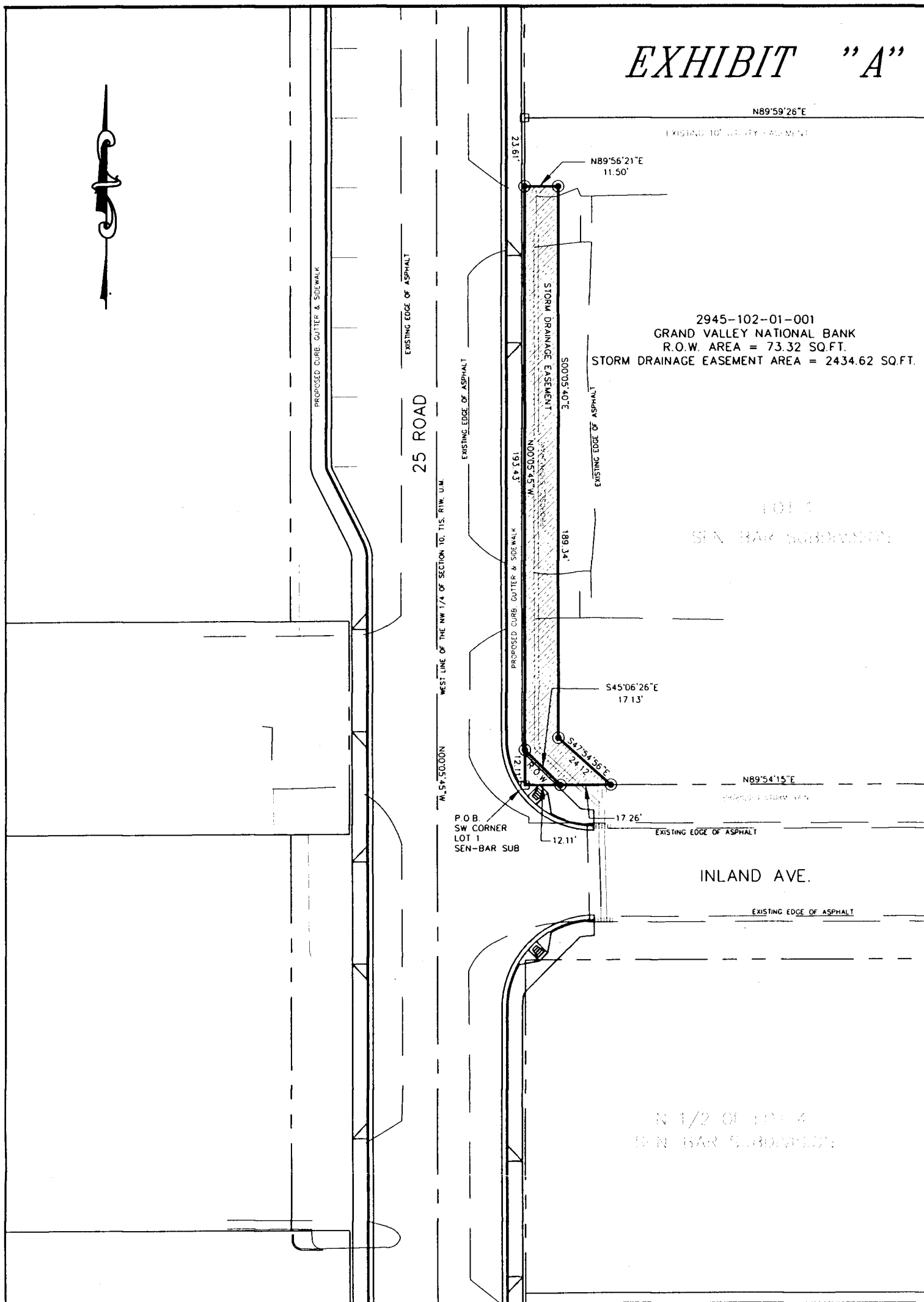
Witness my hand and official seal.

Sue Ann Levert  
Notary Public



My Commission expires:  
December 31, 2000

EXHIBIT "A"



DRAWN BY: SRP  
 DATE: 4-10-2000  
 SCALE: 1" = 40'  
 APPR. BY: TW  
 FILE NO: 25ROAD2.DWG

RIGHT-OF-WAY DESCRIPTION MAP  
 25 ROAD

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION