

HHS01NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: IRRIGATION FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: HILLTOP HEALTH SERVICES CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 2897 NORTH AVENUE,
GRAND JUNCTION

PARCEL NO.: 2943-181-00-093

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

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PAGE DOCUMENT

GRANT OF IRRIGATION EASEMENT

1995868 05/14/01 1134AM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00
 DOCUMENTARY FEE \$EXEMPT

Hilltop Health Services Corporation, Grantor, for and in consideration of the sum of Eleven Thousand Nine Hundred Eighteen and 90/100 Dollars (\$11,918.90) 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, for the use and benefit of Grantee, its successors and assign, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of irrigation facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Corner common to of Sections 7, 8, 17 and 18, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the north line of the NE 1/4 NE 1/4 of said Section 18 to bear N 89°48'55"W with all bearings contained herein being relative thereto; thence N 89°48'55"W along the North 1/4 line of said Section 18 a distance of 72.96 feet; thence leaving the north line of the NE 1/4 NE 1/4 of said Section 18, S00°11'05"W a distance of 50.00 feet to the South line of the right-of-way for North Avenue, also known as US Hwy 6 & 24, as described by instrument recorded in Book 1835 at Page 515 in the office of the Mesa County Clerk and Recorder, thence S45°12'24"E a distance of 6.23 feet to the True Point of Beginning; thence S45°12'24"E a distance of 26.72 feet; thence S00°12'24"E a distance of 804.88 feet along the west right-of-way line for 29 Road as described by said instrument; thence N 89°48'55"W a distance of 6.00 feet; thence N00°12'24"W a distance of 794.74 feet; thence N45°00'00"W a distance of 33.58 feet; thence N87°37'54"W a distance of 219.12 feet; thence N45°11'05"E a distance of 1.78 feet to a point on said south right-of-way line for North Avenue as aforesaid; thence S89°48'55"E along said right-of-way line a distance of 47.93 feet; thence leaving said right-of-way line, S80°59'41"E a distance of 16.66 feet; thence S87°48'30"E a distance of 160.37 feet; thence S63°43'00"E a distance of 4.09 feet to the True Point of Beginning; containing 5,959.45 square feet as described herein and 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 utility 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that Grantees' utilization of the Easement 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 9th day of May, 2001.

Hilltop Heath Services Corporation

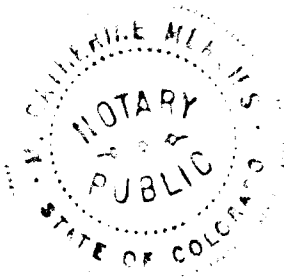
Sally Schaefer
 Sally Schaefer, CEO

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 9th day of May, 2001,
by Sally Schaefer, CEO for Hilltop Health Services Corporation.

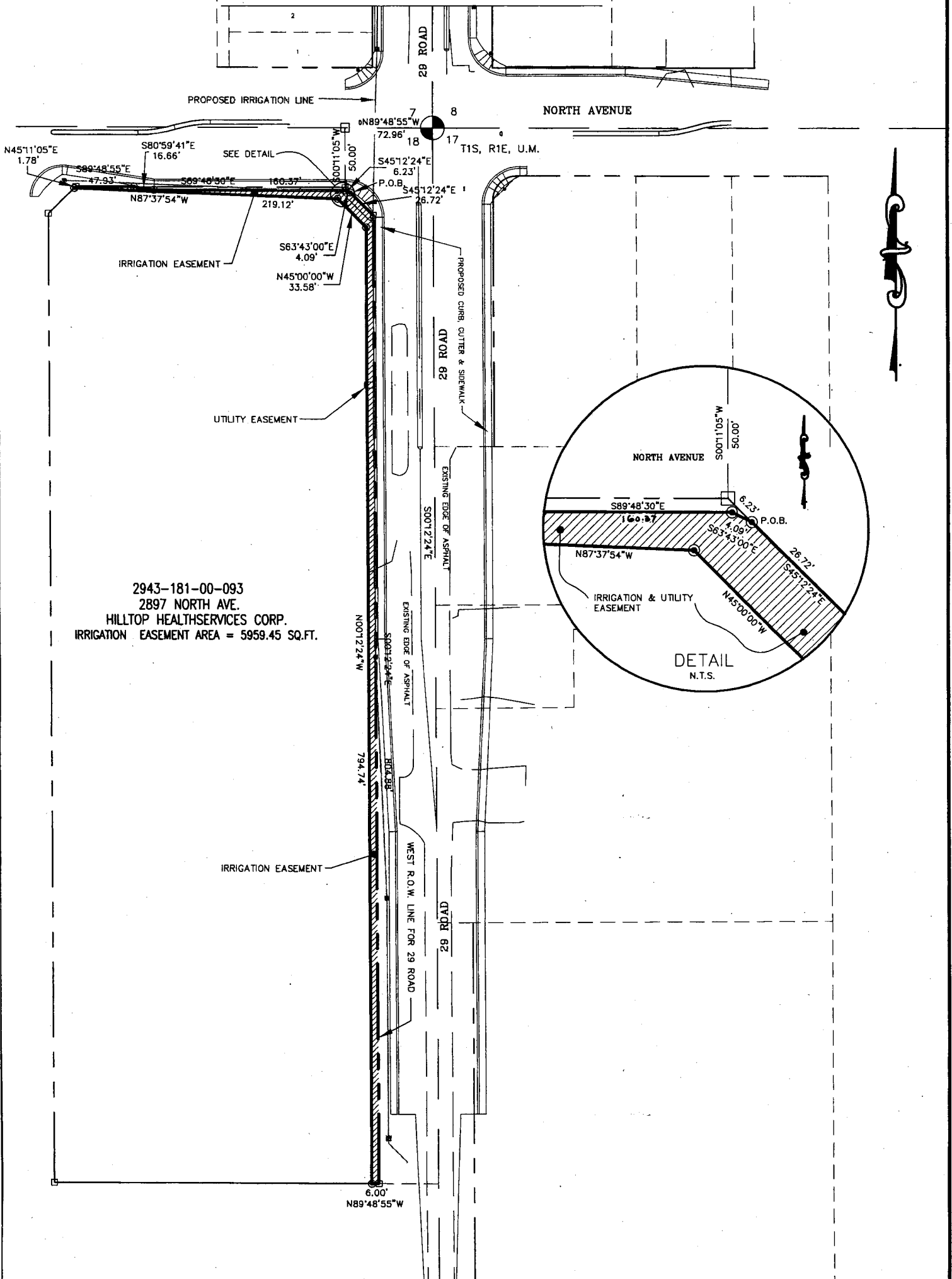
My commission expires 4/2/02.

Witness my hand and official seal.



M. Catherine Menzies
Notary Public

EXHIBIT "B"



2943-181-00-093
 2897 NORTH AVE.
 HILLTOP HEALTHSERVICES CORP.
 IRRIGATION EASEMENT AREA = 5959.45 SQ.FT.

DRAWN BY: SRP
 DATE: 12-18-2000
 SCALE: 1" = 100'
 APPR. BY: TW
 FILE NO: 29ROAD6b1.DWG

RIGHT-OF-WAY DESCRIPTION MAP

29 ROAD - 170B TO BUNTING AVENUE

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION