

HLM99275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (DRAINAGE)

NAME OF AGENCY OR CONTRACTOR: MARION L. HOWARD, GRANTOR, 601 27 ½ ROAD,
GRAND JUNCTION, COLORADO

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: DRAINAGE EASEMENT AT WEST
SIDE 27 ½ ROAD, NORTH OF PATTERSON ROAD, PARCEL NO. 2945-013-00-034, 601 27
½ ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1903027 05/19/99 0330PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00 SURCHG \$1.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF DRAINAGE EASEMENT

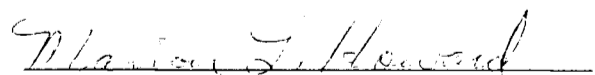
Marion L. Howard, Grantor, for and in consideration of the sum of Seven Hundred Fifty Seven and 85/100 Dollars (\$757.85), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the City of Grand Junction, 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 drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the South $\frac{1}{4}$ Corner of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the East line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 1 to bear N $00^{\circ}02'19''$ E with all bearings contained herein being relative thereto;
 thence N $00^{\circ}02'19''$ E along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1 a distance of 329.98 feet to a point on the North line of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ (S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 1; thence N $89^{\circ}47'35''$ W along the North line of said S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 28.39 feet; thence leaving the North line of said S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $00^{\circ}53'02''$ E a distance of 79.89 feet to the **True Point of Beginning**;
 thence S $00^{\circ}53'02''$ E a distance of 6.29 feet;
 thence S $00^{\circ}02'19''$ W a distance of 6.40 feet;
 thence S $79^{\circ}43'02''$ W a distance of 39.31 feet;
 thence N $10^{\circ}16'58''$ W a distance of 12.50 feet;
 thence N $79^{\circ}43'02''$ E a distance of 41.48 feet to the Point of Beginning,
 containing 505.23 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 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 he has good title to the aforescribed premises; that he has good and lawful right to grant this Easement; that he 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 4th day of March, 1999.

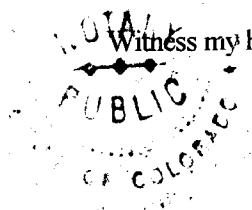

 Marion L. Howard

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 4th day of March, 1999, by Marion L. Howard.

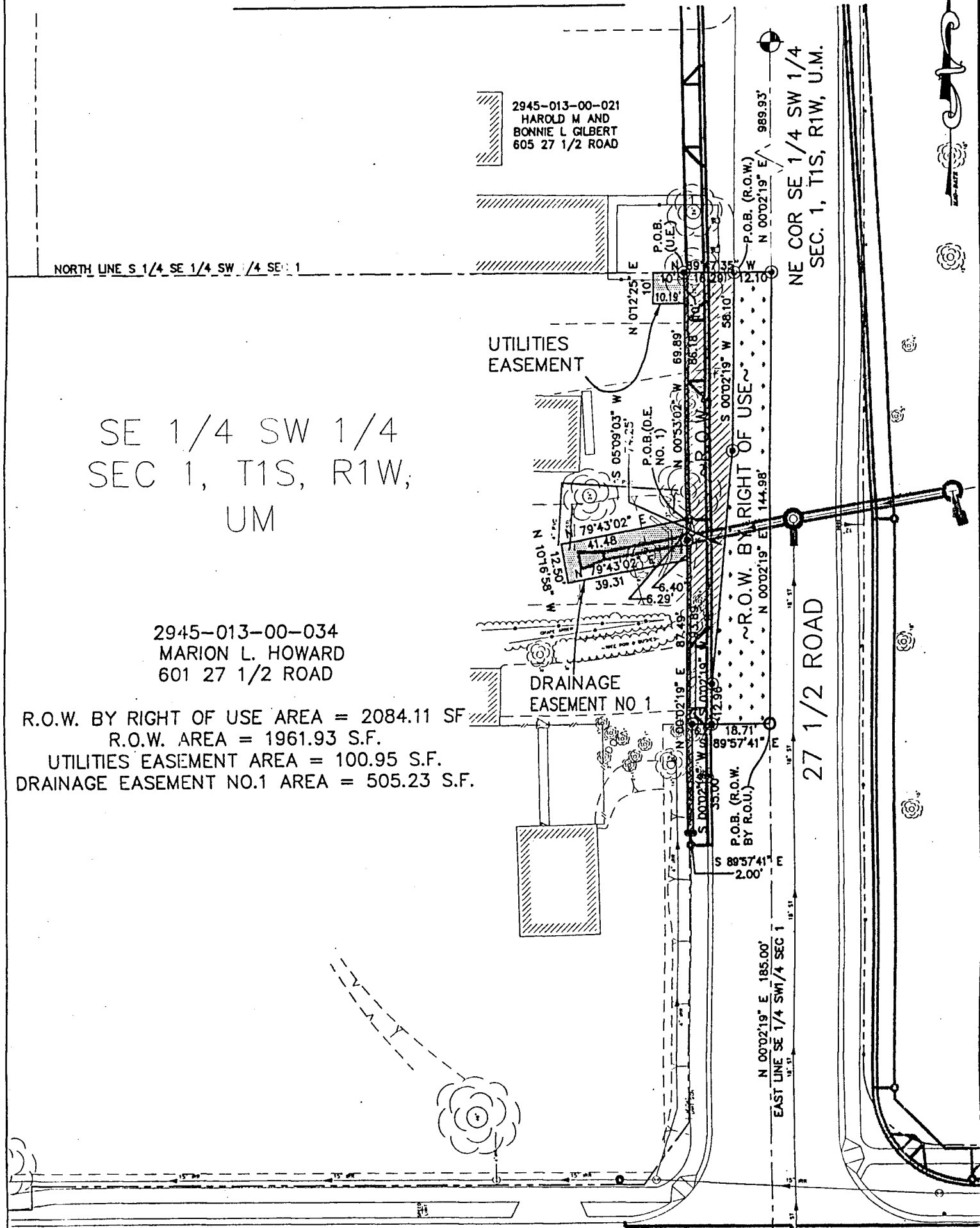
My commission expires: June 7, 1999

Witness my hand and official seal.



Martha S. Miller
Notary Public

EXHIBIT "A"



NORTH LINE S 1/4 SE 1/4 SW 1/4 SEC. 1

SE 1/4 SW 1/4
 SEC 1, T1S, R1W,
 UM

2945-013-00-034
 MARION L. HOWARD
 601 27 1/2 ROAD

R.O.W. BY RIGHT OF USE AREA = 2084.11 SF
 R.O.W. AREA = 1961.93 S.F.
 UTILITIES EASEMENT AREA = 100.95 S.F.
 DRAINAGE EASEMENT NO.1 AREA = 505.23 S.F.

PATTERSON ROAD

S 1/4 CORNER
 SEC. 1, T1S, R1W,
 U.M.

DRAWN BY: JCS
 DATE: 1-18-99
 SCALE: 1" = 40'
 APPR. BY: TW
 FILE NO: 01300013.DWG

RIGHT-OF-WAY DESCRIPTION MAP

27 1/2 ROAD - PATTERSON ROAD TO C ROAD

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION