

JCH9825S

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: JAMES A. HOULE AND CARMEN M. HOULE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 92204 NORTH  
25TH STREET STORM DRAINAGE EASEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

3 AGE DOCUMENT

1850498 06/12/98 0325PM  
MONIKA TODD CLR&REC MESA COUNTY CO  
REC FEE \$15.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

James A. Houle and Carmen M. Houle, Grantors, for and in consideration of the installation, operation, maintenance and repair of an underground storm drainage pipeline and related facilities, the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed and by these presents do hereby 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 an underground storm drainage pipeline and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Section 12, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, and considering the South line of the Southeast 1/4 of the Southeast 1/4 (SE1/4 SE1/4) of said Section 12 to bear N89°54'12" W with all bearings contained herein being relative thereto; thence N 89°54'12" W along the South line of the SE1/4 SE1/4 of said Section 12 a distance of 331.37 feet; thence leaving the South line of said SE1/4 SE1/4, N 00°00'19" W a distance of 320.0 feet to the True Point of Beginning; thence N 89°54'12" W a distance of 20.00 feet; thence N 00°00'19" W a distance of 128.04 feet; thence N 89°54'12" W a distance of 286.29 feet to a point on the East right-of-way line for North 25th Street; thence N 00°00'54" E along the East right-of-way line for North 25th Street a distance of 20.00 feet; thence leaving said right-of-way line, S 89°54'12" E a distance of 306.28 feet; thence S 00°00'19" E a distance of 148.00 feet to the Point of Beginning, containing 8,685.71 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 as may be required to permit the operation of standard utility construction and repair machinery, subject to the terms and conditions contained herein.

1. Grantors 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 Grantors hereby covenant with Grantee that the Easement area shall not be burdened or overburdened by Grantors erecting or placing any structures thereon which might 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 drainage pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques. Grantee shall, at Grantee's sole costs and expense, reasonably restore and repair the surface and condition of the Easement area and/or any other portion of Grantor's property affected by Grantee's exercise of the rights herein granted to a condition reasonably approximate to that which existed prior to Grantee's entry.

3. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they 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 2nd day of June, 1998.

James A. Houle  
James A. Houle

Carmen M. Houle  
Carmen M. Houle

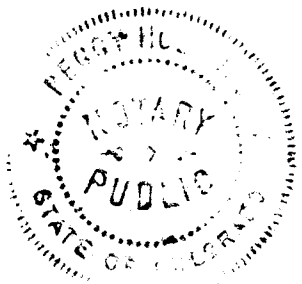
State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 2nd day of June, 1998, by James A. Houle and Carmen M. Houle.

My commission expires: 3 3 01

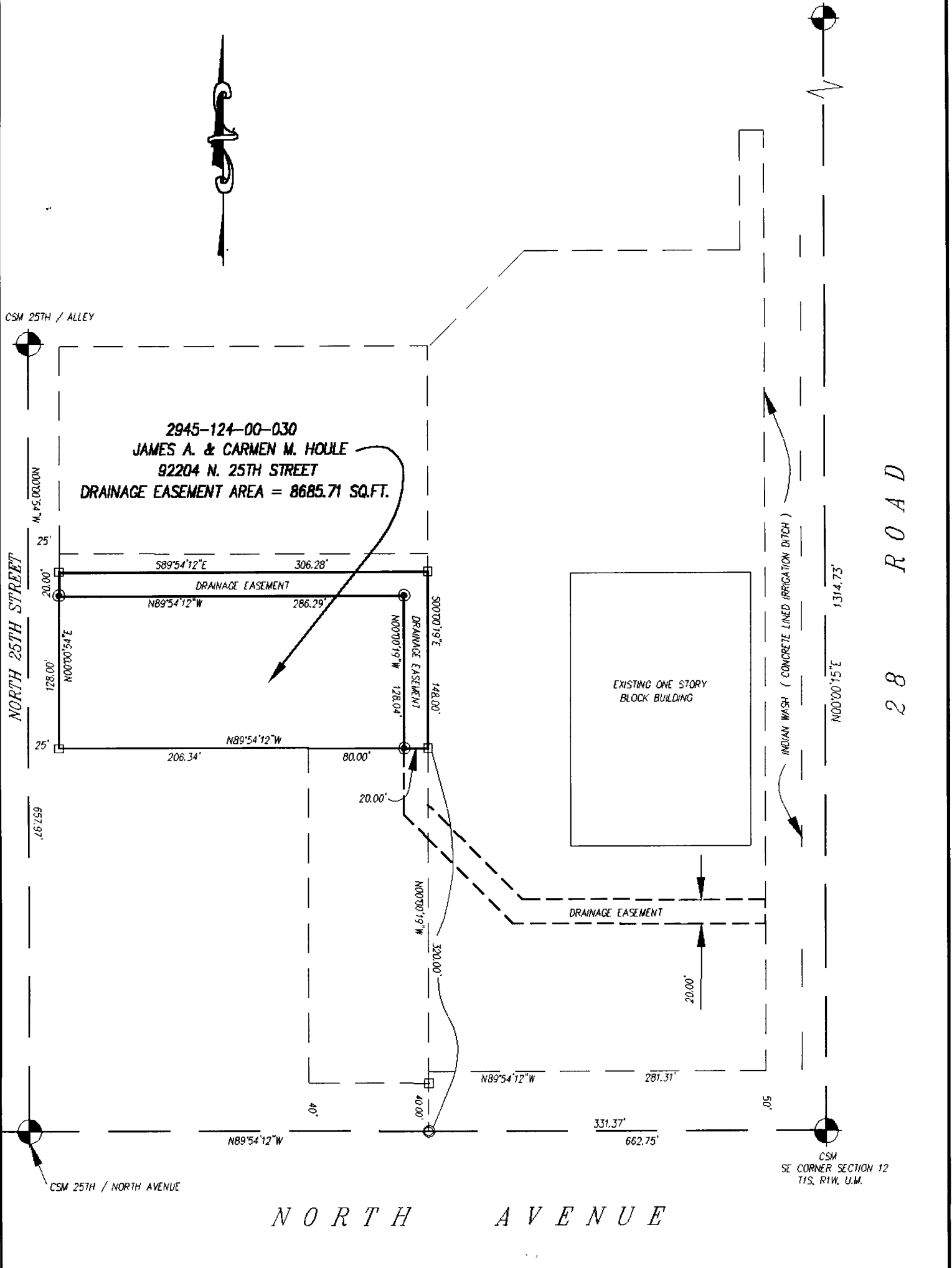
Witness my hand and official seal.

Robert Allen  
Notary Public



# EXHIBIT "A"

CSM 28 ROAD/ELM  
NE CORNER OF THE SE 1/4 SE 1/4  
SECTION 12, T1S, R1W, U.M.



DRAWN BY: SRP  
DATE: 03-09-98  
SCALE: 1" = 100'  
APPR. BY: IW  
FILE NO: REDPOINT3.DWG

EASEMENT DESCRIPTION MAP  
DRAINAGE EASEMENT

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION