

KDP06HRD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	KNIGHT & DURMAS PROPERTIES, LLC
PURPOSE:	DRAINAGE EASEMENT FOR STORMWATER DRAINAGE FACILITIES
ADDRESS:	2155 H ROAD
PARCEL NO:	2697-361-13-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

When recorded return to:

City of Grand Junction
 Real Estate Division
 250 North 5th Street
 Grand Junction, CO 81501

2317479 BK 4158 PG 589-591
 05/17/2006 11:33 AM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$15.00 SurChg \$1.00
 DocFee EXEMPT

GRANT OF DRAINAGE EASEMENT

Knight & Durmas Properties, LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of Ten and 00/00 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do 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 Drainage 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:

A parcel of land for a drainage easement situate in Lot 2, Knight & Durmas Simple Subdivision as recorded in Book 3712 at Pages 802-803, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Beginning at the southwest corner of said Lot 2;
 thence N00°07'11"W a distance of 114.48 feet along the west line of said Lot 2;
 thence S66°03'46"E a distance of 113.00 feet;
 thence N48°38'19"E a distance of 260.66 feet;
 thence S57°48'28"E a distance of 20.00 feet to the east line of said Lot 2;
 thence S32°11'32"W a distance of 272.17 feet to the southeast corner of said Lot 2;
 thence N89°57'57"W a distance of 170.60 feet to the point of beginning.

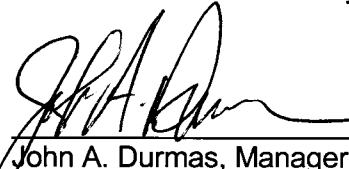
CONTAINING 27,031 Square Feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

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 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 10 day of May, 2006.

Knight & Durmas Properties, LLC,
 A Colorado Limited Liability Company



 John A. Durmas, Manager

State of Colorado)
)ss.
County of Mesa)

MAY The foregoing instrument was acknowledged before me this 10 day of May, 2006, by Knight & Durmas Properties, LLC, a Colorado Limited Liability Company; John A. Durmas, Manager.

My commission expires 5/21/10
Witness my hand and official seal.

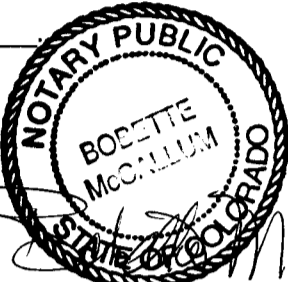

Boette McCallum
Notary Public

EXHIBIT A

H ROAD

