

LLC9812T

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: 3090 12TH STREET LLC

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 3090 12TH STREET BONITA
AND HORIZON PARCEL NO. 2945-013-00-010 UTILITY AND DRAINAGE EASEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1877173 12/02/98 0412PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

3090 12th Street LLC, a Colorado limited liability company, Grantor, for and in consideration of the sum of Ninety Two and 82/100 Dollars (\$92.82), 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 of Grantee and for the use of the Public Utilities, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of public utilities and drainage facilities, together with facilities appurtenant thereto, on, along, over, under, through and across the following described parcel of land, to wit:

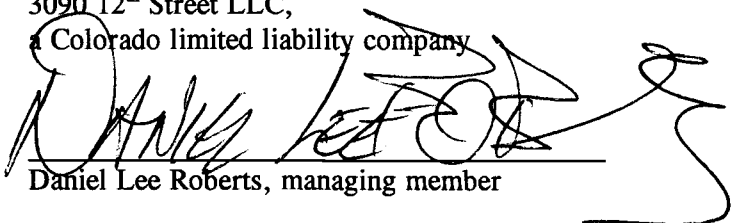
Commencing at a Mesa County Brass Cap set for the Southwest Corner of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 (NW 1/4 SW 1/4 SW 1/4) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, from whence a Mesa County Brass Cap set for the Northwest Corner of the NW 1/4 SW 1/4 SW 1/4 of said Section 1 bears N 00°04'41" E a distance of 659.19 feet, with all bearings contained herein being relative thereto; thence N 00°04'41" E along the West line of the NW 1/4 SW 1/4 SW 1/4 of said Section 1 a distance of 350.00 feet; thence leaving the West line of said NW 1/4 SW 1/4 SW 1/4, S 89°55'19" E a distance of 30.00 feet to a point being the southwest corner of that certain real property conveyed to Grantor by Warranty Deed dated the 23rd day of July, 1998, and recorded in Book 2468 at Pages 119 and 120 in the office of the Mesa County Clerk and Recorder; thence N 44°34'41" E along the southerly boundary line of said real property a distance of 9.99 feet to the True Point of Beginning; thence leaving said southerly boundary line, thence N 00°04'41" E a distance of 15.65 feet; thence S 46°01'17" E a distance of 10.97 feet; thence S 44°34'41" E a distance of 11.28 feet to the Point of Beginning; containing 61.88 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 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 structures or any other item or fixture 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 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 18th day of November, 1998.

3090 12th Street LLC,
a Colorado limited liability company


Daniel Lee Roberts, managing member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 18th day of November, 1998, by Daniel Lee Roberts, managing member of 3090 12th Street LLC, a Colorado limited liability company.

My commission expires: 09-09-99
Witness my hand and official seal.

Jammy Speltz
Notary Public

