

MCI0622R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	MJB CONSTRUCTION, INC.
PURPOSE:	UTILITY EASEMENT
ADDRESS:	787 22 ROAD
PARCEL NO:	2697-361-00-050
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

HEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

2321171 BK 4174 PG 173-175
06/07/2006 10:42 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF EASEMENT

MJB Construction, Inc. a Colorado Corporation, Grantor, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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 Utility Easement for the installation, operation, maintenance, repair and replacement of utility facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A tract of land situated in the Northeast Quarter of the Northeast Quarter of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, Mesa County, Colorado, and being more particularly described as follows:

Commencing at the Northeast Corner of said Section 36 from whence the North Sixteenth Corner on the East line of said Section 36 bears S00°09'00"E a distance of 1320.09 feet; thence S00°09'00"E a distance of 643.00 feet along said East line of Section 36; thence N90°00'00"W a distance of 30.00 feet to the West right-of-way line of 22 Road and the POINT OF BEGINNING; thence N90°00'00"W a distance of 768.39 feet; thence N00°00'00"W a distance of 10.00 feet; thence S90°00'00"E a distance of 768.36 feet; thence S00°09'00"E a distance of 10.00 feet to the POINT OF BEGINNING.

said tract of land contains 7,684 s.f. 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 perpetual ingress and egress for workers and equipment to survey, improve, 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's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed.
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 5TH day of JUNE, 2006.

3:35:22 PM
5/23/2006
MJB Utility Easement.doc

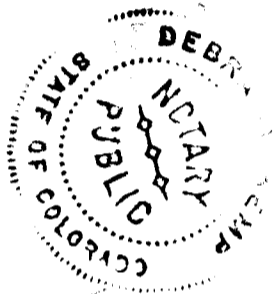
MJB Construction, Inc.,
A Colorado Corporation

By *Myron Barker*
Myron Barker, President

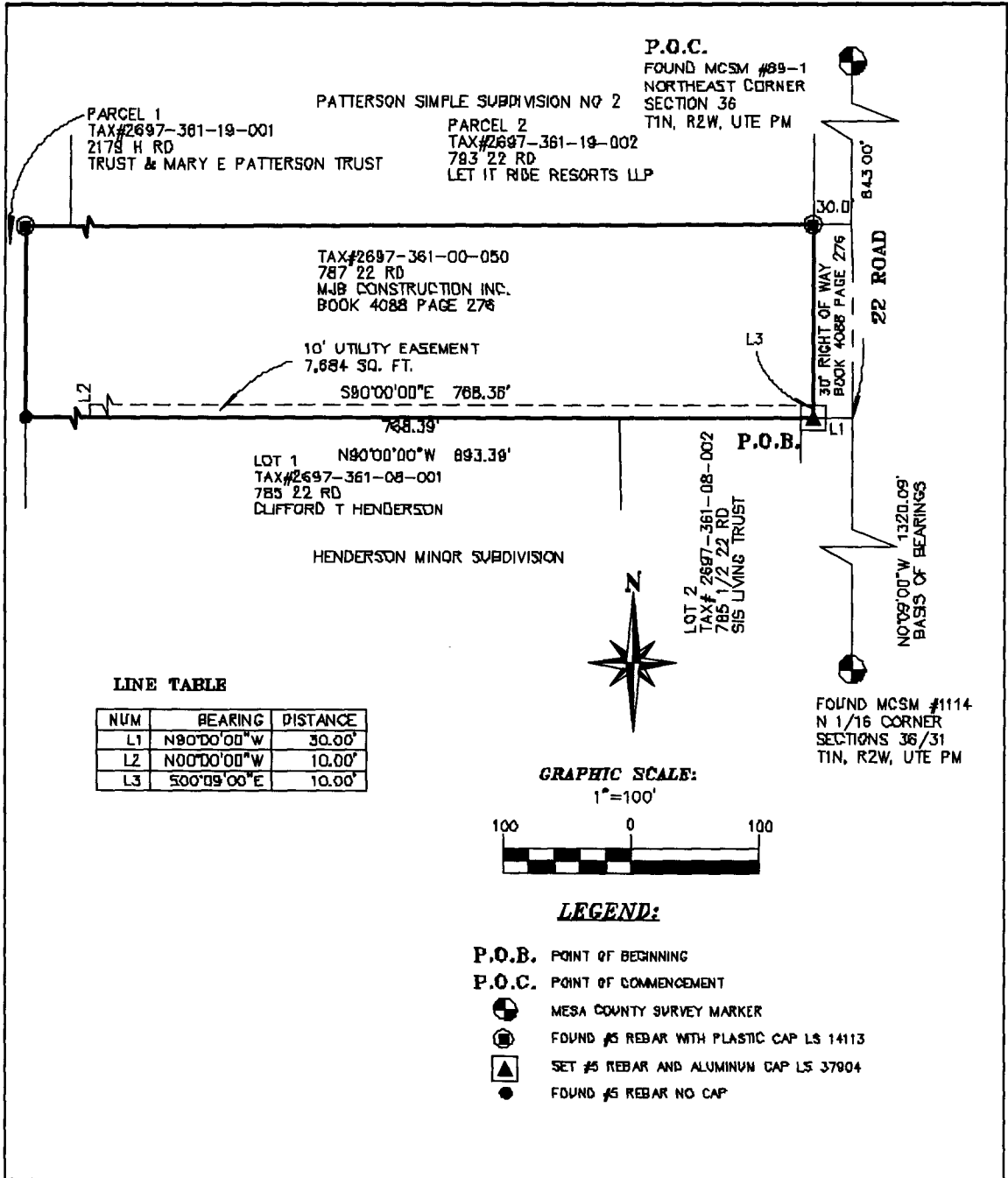
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of June, 2006, by MJB Construction, Inc., a Colorado Corporation, by Myron Barker, President.

My commission expires: 3/13/09
Witness my hand and official seal.



Debra M. Kemp
Notary Public



PARCEL 1
TAX#2697-361-19-001
2179 H RD
TRUST & MARY E PATTERSON TRUST

PATTERSON SIMPLE SUBDIVISION NO 2

PARCEL 2
TAX#2697-361-19-002
793 22 RD
LET IT RIDE RESORTS LLP

P.O.C.
FOUND MCSM #89-1
NORTHEAST CORNER
SECTION 36
T1N, R2W, UTE PM

TAX#2697-361-00-050
787 22 RD
MJB CONSTRUCTION INC.
BOOK 4088 PAGE 276

10' UTILITY EASEMENT
7,684 SQ. FT.

S80°00'00"E 768.38'

LOT 1 N90°00'00"W 893.39'
TAX#2697-361-08-001
785 22 RD
CLIFFORD T HENDERSON

HENDERSON MINOR SUBDIVISION

LOT 2
TAX# 2697-361-08-002
785 1/2 22 RD
SIS LIVING TRUST

P.O.B.

843.00'

22 ROAD

30' RIGHT OF WAY
BOOK 4088 PAGE 276

FOUND MCSM #1114
N 1/16 CORNER
SECTIONS 36/31
T1N, R2W, UTE PM

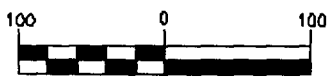
LINE TABLE

NUM	BEARING	DISTANCE
L1	N90°00'00"W	30.00'
L2	N00°00'00"W	10.00'
L3	S00°09'00"E	10.00'



GRAPHIC SCALE:

1"=100'



LEGEND:

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- MESA COUNTY SURVEY MARKER
- FOUND #5 REBAR WITH PLASTIC CAP LS 14113
- SET #5 REBAR AND ALUMINUM CAP LS 37904
- FOUND #5 REBAR NO CAP

LEGAL DESCRIPTION SKETCH
SITUATED IN THE NE 1/4 NE 1/4 SECTION 36, T 1 N, R 2 W, UTE P.M.

787 22 ROAD

TAX # 2697-361-00-050 OWNER: MJB CONSTRUCTION INC

CLIENT: MJB Inc. JOB #: 2005058 FIELD WORK: PWC
DATE: 5/17/08 DRAWING NAME: LEGAL DRAWN BY: PWC

POLARIS SURVEYING
PATRICK W. CLICK P.L.S. No. 37904

695 38 ROAD
PALISADE, CO 81526
PHONE (970) 986-0522
FAX (970) 464-7369