

MJC06787

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

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

2321173 BK 4174 PG 179-181
 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 Drainage Easement for the installation, operation, maintenance, repair and replacement of drainage 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 599.56 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 390.00 feet; thence N00°00'00"W a distance of 105.65 feet; thence N89°52'31"E a distance of 119.96 feet; thence S00°00'00"E a distance of 90.91 feet; thence S90°00'00"E a distance of 270.00 feet; thence S00°09'00"E a distance of 15.00 feet to the POINT OF BEGINNING.

said tract of land contains 16,740 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 drainage 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.

3:38:25 PM
 5/23/2006
 MJB Drainage Easement.doc

MJB Construction, Inc.,
A Colorado Corporation

By *Myron Barker*
Myron Barker, President

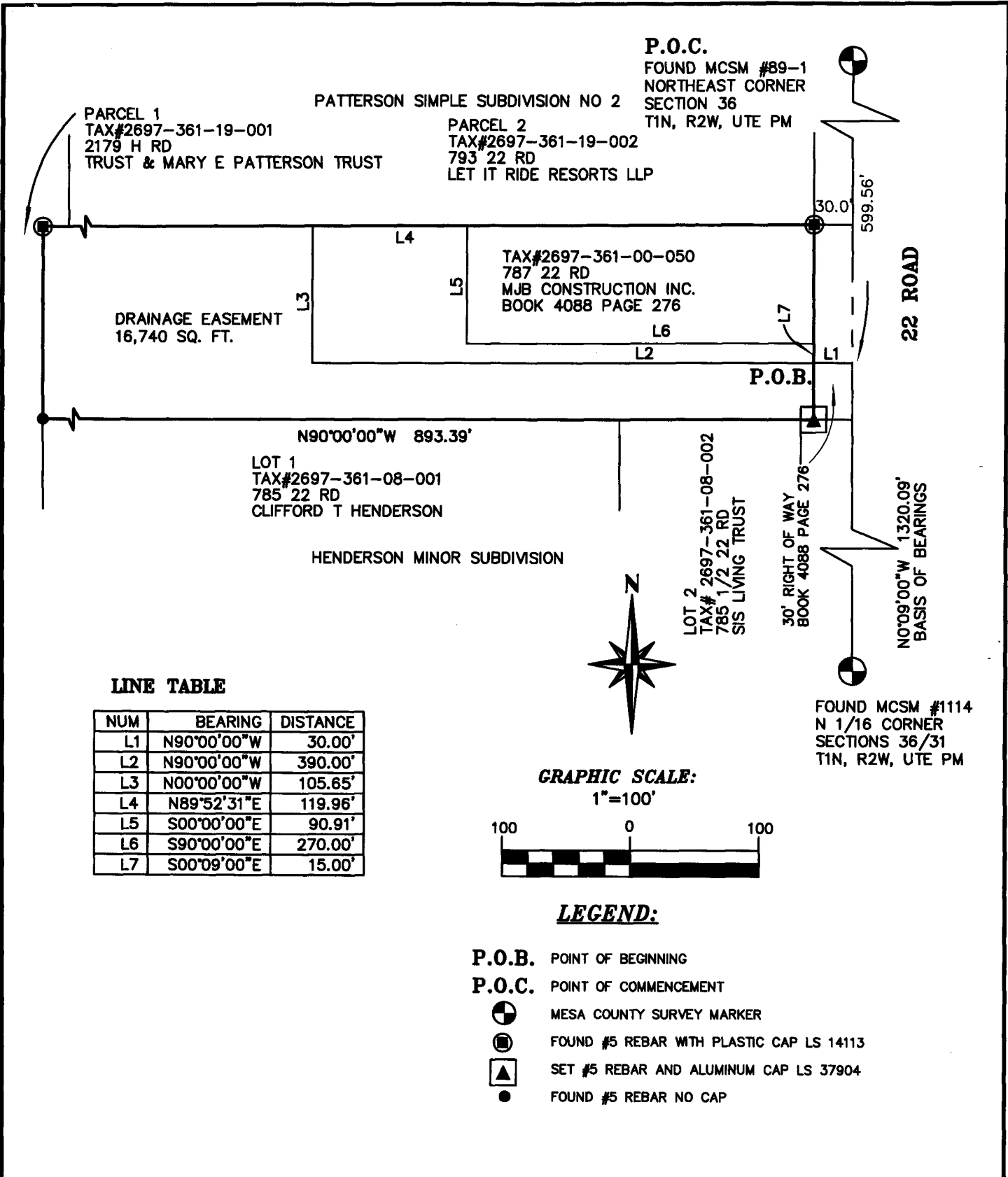
State of Colorado)
)ss.
County of Mesa)

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

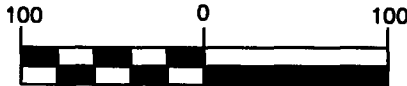


LINE TABLE

NUM	BEARING	DISTANCE
L1	N90°00'00"W	30.00'
L2	N90°00'00"W	390.00'
L3	N00°00'00"W	105.65'
L4	N89°52'31"E	119.96'
L5	S00°00'00"E	90.91'
L6	S90°00'00"E	270.00'
L7	S00°09'00"E	15.00'

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 # 2005068	FIELD WORK: PWC
DATE: 5/17/08 DRAWING NAME: LEGAL	DRAWN BY: PWC

POLARIS SURVEYING

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

695 36 ROAD
 PALISADE, CO 81526
 PHONE (970)986-0522
 FAX (970)464-7569