

MRE08RIV

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	MCCALLIN REAL ESTATE, LLC.
PURPOSE:	DRAINAGE EASEMENT AT TIMBERLINE STEEL STORAGE YARD
ADDRESS:	2185 RIVER RD
PARCEL #:	0697-364-10-006
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF DRAINAGE EASEMENT

McCallin Real Estate, LLC, a Colorado Limited Liability Company, Grantor, whose address is 6301 Dexter Street, Commerce City, Colorado 80022, for and in consideration of the sum of Ten 00/100 Dollars (\$10.00) 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 to be constructed on, along, over, under, through and across the following described parcel of land, to wit:

A tract of land situated in the Southeast 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 South Sixteenth Corner on the East line of Section 36 Township 1 North, Range 2 West, of the Ute Meridian from whence the South Quarter Corner of said Section 31 bears S 63°27'38" E a distance of 2947.76 feet; thence S 3°11'12" W a distance of 178.68 feet to a point on the Southerly right of way for River Road; thence along said Southerly right of way N56°21'21"W a distance of 620.49 feet to a point on the Easterly right of way for Railhead Circle as recorded in Book 921 at Page 924 of the Mesa County Clerk and Recorder's Office; thence along said right of way S 63°20'26"W a distance of 333.84 feet; thence leaving said right of way S 56°30'39" E a distance of 23.06 feet to the Point of Beginning; thence N 63°20'26" E a distance of 115.30 feet; thence S 56°30'39" E a distance of 146.94 feet; thence S 33°29'21" W a distance of 80.00 feet; thence S56°30'38"E a distance of 155.91 feet; thence S33°53'57"W a distance of 20.00 feet; thence N 56°30'38" W a distance of 360.09 feet to the Point of Beginning.

Said tract of land contains 20,680 square feet 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. The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement 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. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in easement areas.

2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said irrigation and drainage improvements shall be performed with due care using commonly accepted standards and techniques without cost to Grantor.

3. Grantor hereby covenants with Grantee it has good title to the described Property.

4. If the irrigation and drainage improvements contemplated to be built within the Easement are not constructed or are abandoned, Grantor shall have the option, to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 17 day of April, 2008.

McCallin Real Estate, LLC
a Colorado Limited Liability Company

By Brian E. McCallin
Brian E. McCallin, Managing Director

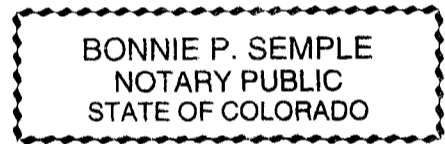
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 17th day of April, 2008, by Brian E. McCallin, Managing Director, McCallin Real Estate, LLC, a Colorado Limited Liability Company.

My commission expires: 12-28-2011

Witness my hand and official seal.

Bonnie P. Semple
Notary Public



My Commission Expires 12/28/2011

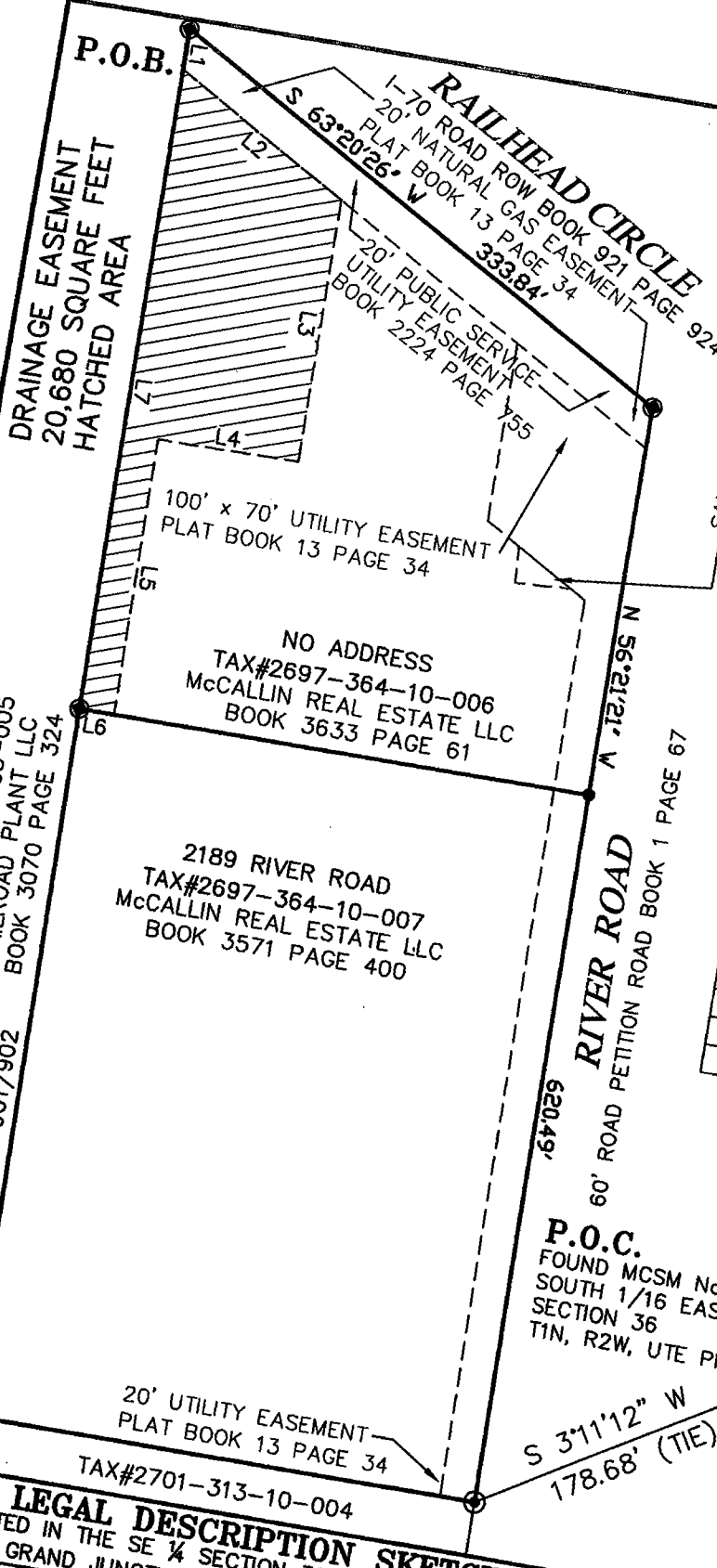
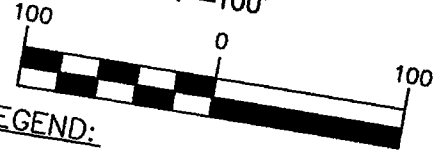


EXHIBIT "A"



GRAPHIC SCALE:
1"=100'



LEGEND:

- FOUND MESA COUNTY SURVEY MONUMENT ●
- FOUND No. 5 REBAR PLS 38026 ○
- FOUND No. 5 REBAR PLS 18469 ●
- RECOVERED No. 5 REBAR PLS 37904 ●

LINE	LENGTH	BEARING
L1	23.06'	S56°30'39"E
L2	115.30'	N63°20'26"E
L3	146.94'	S56°30'39"E
L4	80.00'	S33°29'21"W
L5	155.91'	S56°30'38"E
L6	20.00'	S33°53'57"W
L7	360.09'	N56°30'38"W
L8	2947.76'	S63°27'38"E



P.O.C.
FOUND MCSM No. 1116
SOUTH 1/16 EAST LINE
SECTION 36
T1N, R2W, UTE PM

FOUND MCSM
No. 292-1
SOUTH 1/4
SECTION 31
T1N, R2W, UTE PM

LEGAL DESCRIPTION SKETCH
SITUATED IN THE SE ¼ SECTION 36, T1N, R2W, UTE PM
GRAND JUNCTION, MESA COUNTY, COLORADO

2189 RIVER ROAD

POLARIS SURVEYING
PATRICK W. CLICK P.L.S. No. 37904
695 36 ROAD
PALISADE, CO 81526
PHONE (970)986-0522

TAX#S 2697-364-10-006&007 | OWNER: McCALLIN REAL ESTATE LLC
CLIENT: Vortex | JOB #: 2007056
DATE: 11/13/07 | DRAWING NAME: 056BASE | FIELD WORK: JT
DRAWN BY: PWC