

OPD99275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: O.P. DEVELOPMENT COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY BY ROBERT C. KNAPPLE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRANT OF IRRIGATION AND DRAINAGE EASEMENT, DATED FEBRUARY 26, 1999, FOR 27 ½ ROAD RECONSTRUCTION BETWEEN PATTERSON ROAD AND G ROAD, PARCEL NO. 2945-011-87-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF IRRIGATION AND DRAINAGE EASEMENT

O.P. Development Company, LLC, a Colorado limited liability company, Grantor, for and in consideration of the sum of Six Hundred One and 37/100 Dollars (\$601.37), 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 Grand Valley Water Users' Association, its successors and assigns, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of irrigation and drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

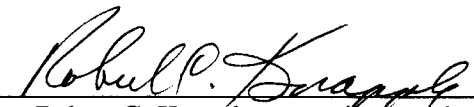
Commencing at the Southwest Corner of Tract B of The Knolls Subdivision, Filing 2, situate in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorder in Plat Book 16 at Pages 87 through 90 in the office of the Mesa County Clerk and Recorder, and considering the West line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 1 to bear N 00°02'13" E with all bearings contained herein being relative thereto; thence N 50°15'47" E along the Southerly boundary line of said Tract B a distance of 18.22 feet to a point on the East boundary line of an existing Multi-Purpose and Irrigation Easement as dedicated on the Final Plat of The Knolls Subdivision, Filing 2; thence N 00°02'13" E along the East boundary line of said existing easement a distance of 8.90 feet to the True Point of Beginning; thence N 00°02'13" E along the East boundary line of said existing easement a distance of 22.35 feet; thence leaving said existing easement line, N 26°36'09" E a distance of 35.83 feet; thence S 63°23'51" E a distance of 10.00 feet; thence S 26°36'09" W a distance of 55.82 feet to the Point of Beginning, containing 458.19 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 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 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 26th day of February, 1999.

O.P. Development Company, LLC
a Colorado limited liability company

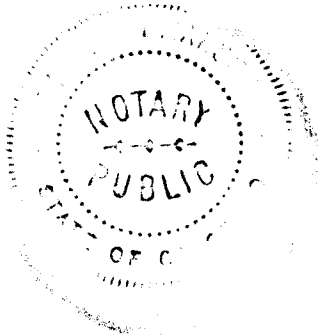

By: Robert C. Knapple, managing member

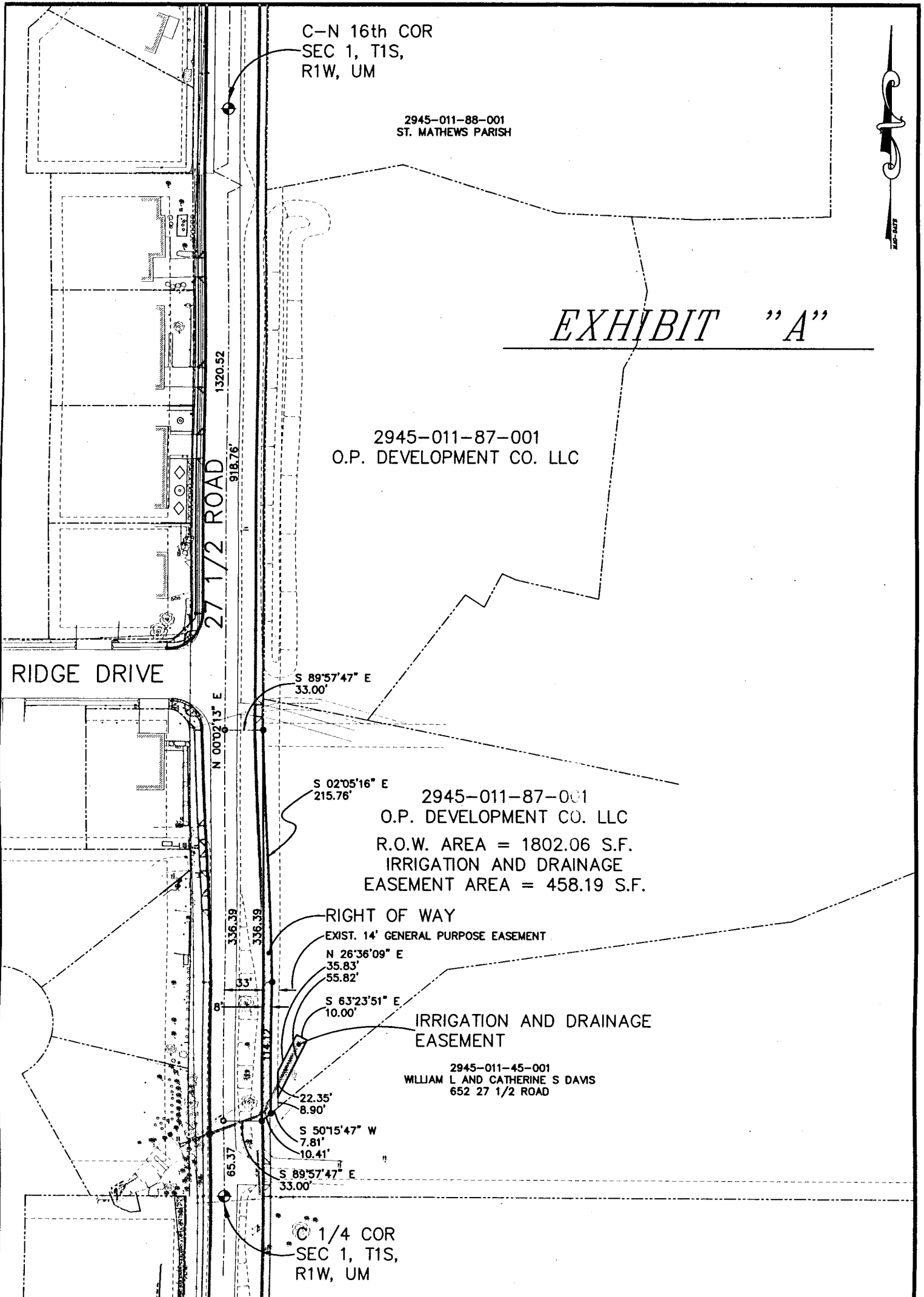
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 26th day of February 1999, by Robert C. Knapple, managing member of O.P. Development Company, LLC, a Colorado limited liability company.

My commission expires: 5/11/2002
Witness my hand and official seal.

Jim Woodmansee
Notary Public





DRAWN BY: JCS
DATE: 1-20-99
SCALE: 1" = 100'
APPR. BY: IW
FILE NO: 01187001.DWG

RIGHT-OF-WAY DESCRIPTION MAP
27 1/2 ROAD - PATTERSON ROAD TO G ROAD

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION