

PRT05CH4

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	PRINTERS PARK, LLC.
PURPOSE:	CH 4 COMMERCIAL PARK #3-#10
ADDRESS:	PRINTERS COURT
TAX PARCEL NO.:	2701-361-39-019
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:

City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

RECEPTION #: 2389730, BK 4465 PG 822 07/06/2007 at
03:51:13 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Rich, Mesa County, CO CLERK AND RECORDER

GRANT OF EASEMENT

Printers Park, LLC, a Colorado limited liability company, 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 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 certain perpetual utility easement lying in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 36, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; said easement being more particularly described as follows:

All of Tract A and portions of Lots 4 and 5 of CH Four Commercial Park Filing No. 3 beginning at the Southwest corner of Lot 5; thence N24°46'30"E 177.19 feet along the Westerly line of said Lot 5; thence leaving said Westerly line S39°27'13"E 210.99 feet; thence S52°01'15"E 176.91 feet to the Easterly line of Lot 4; thence along said Easterly line S54°46'30"W 120.25 feet to the Southeast corner of said Lot 4; thence along the Southerly line of said Lot 4 and along the arc of a curve to the left 115.87 feet, with a radius of 1482.70 feet, central angle 4°28'39" and whose long chord bears N50°26'34"W 115.84 feet to the Southwest corner of said Lot 4; thence along the Southerly line of Lot 5 and continuing along the arc of a curve to the left 192.41 feet, with a radius of 1482.70 feet, central angle of 7°26'07" and whose long chord bears N56°23'57"W 192.28 feet to the point of beginning, 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.

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11/21/2005

H:\CD\printers park Drainage Easement.doc

The foregoing legal description was prepared by Monument Surveying, Inc., Grand Junction, Colorado.

Executed and delivered this 22 day of November, 2005.

Printers Park, LLC,
a Colorado limited liability company

By Ben D. Hill
Ben D. Hill, Manager/Member

State of Colorado)
)ss.
County of Mesa)

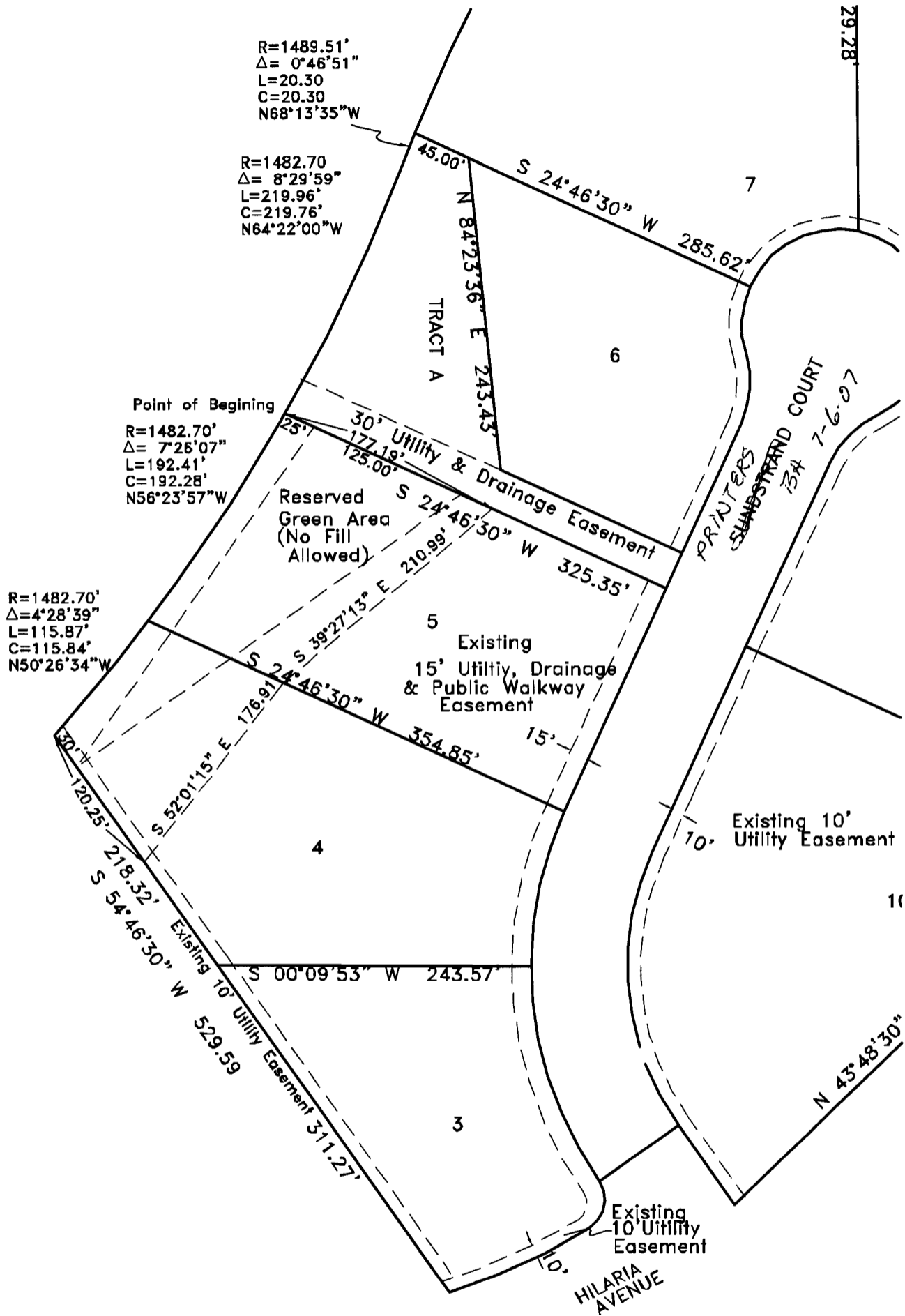
The foregoing instrument was acknowledged before me this 22 day of November, 2005, by Ben D. Hill as Manager/Member for Printers Park, LLC, a Colorado limited liability company.

My commission expires: 9/10/09
Witness my hand and official seal.



Kay L. Fay
Notary Public

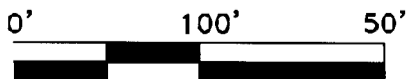
EXHIBIT A



Drainage easement for Tract A and a portion of Lots 4 and 5 of CH Four Commercial Park Filing No. 3, (See Exhibit B for Description)



Scale 1"=100'



	Monument Surveying Inc.	
	741 Road Ave.	
	Grand Junction, CO 81501	
	245-4189	10/12/05
Drainage Easement Tract A & Lots 4-5 CH 4 Comm. Park Fil.3		