

RMH08CH4

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (DRAINAGE)
NAME OF PROPERTY OWNER OR GRANTOR:	ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.
PURPOSE:	CH FOUR COMMERCIAL PARK FILING NO. 2 – WALKER FIELD
ADDRESS:	H ROAD AND HORIZON DRIVE PARCEL NO. P-2 (SEE EXHIBIT "A")
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF PERMANENT DRAINAGE EASEMENT

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INCORPORATED, a Colorado Nonprofit Corporation, Grantor for and in consideration of the sum of Four Thousand Nine Hundred Fifteen and 00/100 Dollars (\$4,915.00), 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 non-exclusive Perpetual Easement for the installation, operation, maintenance, repair and replacement of storm water drainage facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

H Road and Horizon Drive Parcel No. P-2 PE dated September 4, 2007, as more particularly described in 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 on such easement 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 would be detrimental to the facilities of Grantee or which would act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
 2. Grantor, at no cost to the Grantee, shall have the right to relocate the drainage facilities of Grantee installed in the Easement and the Easement itself, provided that the relocation of the facilities and Easement shall not interfere with the function of the facilities and Easement. In the event of such relocation, Grantor shall execute and record a new Grant of Permanent Drainage Easement granting Grantee a new easement over the new area wherein the facilities are relocated. The new Permanent Easement shall contain provisions consistent with the rights and obligations of both parties set forth in this grant. Grantee agrees to take appropriate action as requested by Grantor to release the Permanent Drainage Easement Granted by this Agreement upon the recording of the new Permanent Drainage Easement.
 3. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques and that Grantee will be responsible, at its sole cost and expense, to repair in a workmanlike manner and maintain in good condition any drainage facilities installed in the Easement. Grantee shall indemnify and hold Grantor harmless from any claims, actions or causes of action, including attorney's fees, arising out of or related to Grantee's use of the Easement and Grantee's installation, repair and maintenance of drainage facilities in the Easement.
-

4. 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 claiming under Grantor..

Executed and delivered this 23 day of May, 2008.

**ROCKY MOUNTAIN HEALTH
MAINTENANCE ORGANIZATION,
INCORPORATED,
a Colorado Nonprofit Corporation**

By: *John Hopkins*

**City of Grand Junction, a Colorado Home Rule
Municipality**

By: *[Signature]*

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 23rd day of May, 2008, by John Hopkins as President & CEO of ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INCORPORATED, a Colorado Nonprofit Corporation.

My commission expires: 04/21/2009

**KATHLEEN M. BENSON-SMITH
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires 04/21/2009

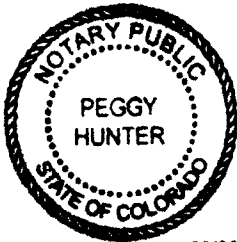
Witness my hand and official seal.

Kathleen M. Benson-Smith
Notary Public

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 23rd day of May, 2008, by
Trenton C. Prall as Engineering Manager of City of Grand
Junction, a Colorado Home Rule Municipality.
My commission expires: 3.3.09

Witness my hand and official seal.



My Commission Expires 03/03/2009

Peggy Hunter
Notary Public

WHEN RECORDED RETURN TO:
H.C. PECK & ASSOCIATES, INC.
ATTN: ED DRY
P.O. BOX 480306
DENVER, CO 80248-0306

707 17th Street, Suite 2300
Denver, CO 80202 U.S.A
(303) 820-5240 Fax: (303) 820-2402

Date: October 4, 2007
Job No.: 071813
Revised: October 23, 2007
Revised: April 3, 2008

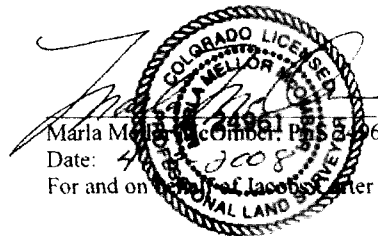
PROPERTY DESCRIPTION
Permanent Drainage Easement 2

A parcel of land being a portion of Lot 2, C H FOUR COMMERCIAL PARK, FILING NO. 2 recorded May 29, 1985 in Plat Book 13 at Page 317, at Mesa County Clerk and Recorder's Office, lying in the Northeast Quarter of Section 36, Township 1 North, Range 1 West, Ute Principal Meridian, Mesa County, Grand Junction, Colorado, being more particularly described as follows:

BEGINNING at the Northeast Corner of said Lot 2;
THENCE S 23°05'33" W along the easterly line of said Lot 2 a distance of 155.00 feet;
THENCE N 66°54'27" W a distance of 20.00 feet;
THENCE N 23°05'33" E along a line being 20.00' westerly and parallel with the easterly line of said Lot 2 a distance of 147.25 feet to the northerly line of said Lot 2;
THENCE S88°04'40"E along said northerly line a distance of 21.45 feet to the Northeast Corner of said Lot 2, being the POINT OF BEGINNING.

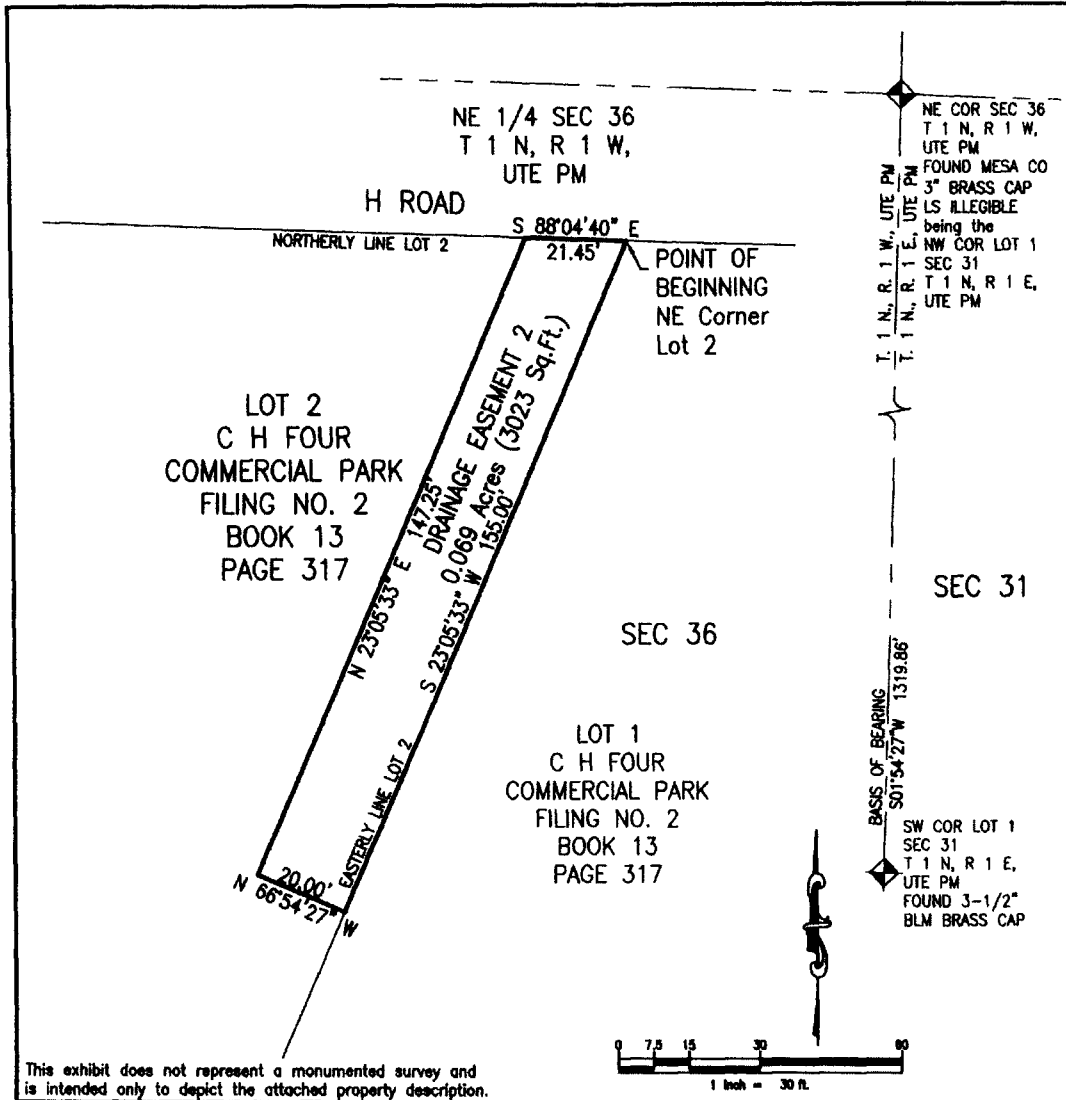
Containing 0.069 Acres (3,023 Square Feet), more or less.

Basis of Bearing: S1°54'27"W between Northeast Corner of said Section 36, being the Northwest Corner of Lot 1, Section 31, Township 1 North, Range 1 East, Ute PM (found 3" Mesa County brass cap L.S. illegible) and the Southwest Corner of said Lot 1, Section 31 (found 3-1/2" BLM brass cap).


Marla M. McOmber, P.E. No. 24961
Date: 4/3/08
For and on behalf of Jacobs Carter Burgess

K:\071813 GJ Walker Field\Desc\H ROAD\CH4 F2 L2 pe2Rev2.doc

Page 1 of 1



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

CARTER & BURGESS PROJECT NO.		071813
CLIENT PROJECT NO.		
REVISION DESCRIPTION	10/23/07 - Revised to 4/3/08 - Deleted to	
DRAWN	DATE	08/28/07
	SCALE	1"=30'

Carter - Burgess

707 17th Street Denver, CO 80202
303 733-8888 Fax 303 733-8888

THIS INSTRUMENT AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY CHANGE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.

WALKER FIELD		
Township 1 North, Range 1 West, Ute P.M. Grand Junction, Mesa County, Colorado		
TITLE: C H FOUR FILING 2 LOT 2 DRAINAGE EASEMENT 2		
REVISION: 2	DRAWING NO. CH4-2 L2 PE2Rev2.DWG	SHEET NO. 1 of 1