

RRP0025R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: STORM WATER DRAINAGE FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: RAVEN RIDGE PARTNERSHIP, A COLORADO LIMITED PARTNERSHIP

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 584 25 ROAD, GRAND JUNCTION, COLORADO, LOT 2, AMIGO PARK SUBDIVISION

PARCEL NO.: 2945-102-20-002

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF DRAINAGE EASEMENT

Raven Ridge Partnership, a Colorado limited partnership, Grantor, for and in consideration of the sum of One Hundred Thirty Six and 80/100 Dollars (\$136.80), 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 storm water drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

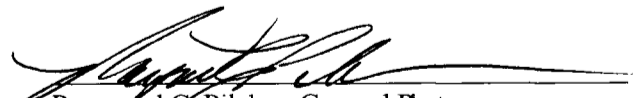
Commencing at the Southwest Corner of Lot 2 of Amigo Park, a subdivision situate in the Northwest 1/4 (NW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 52 in the office of the Mesa County Clerk and Recorder, and considering the west line of the NW 1/4 of said Section 10 to bear N 00°05'53" W with all bearings contained herein being relative thereto; thence N 00°05'53" W along the west boundary line of said Lot 2 a distance of 10.00 feet to a point on the north boundary line of an existing ten (10.0) foot wide Utility Easement as dedicated with the platting of said Amigo Park, said point being the True Point of Beginning; thence N 00°05'53" W along the west boundary line of said Lot 2 a distance of 24.05 feet; thence leaving the west boundary line of said Lot 2, S 24°05'52" E a distance of 16.19 feet; thence S 00°14'12" W a distance of 9.27 feet to a point on the north boundary line of the aforementioned existing Utility Easement; thence N 89°59'50" W along the north boundary line of said existing Utility Easement a distance of 6.53 feet to the Point of Beginning, containing 109.44 square feet as described herein and as depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

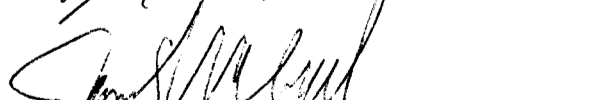
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

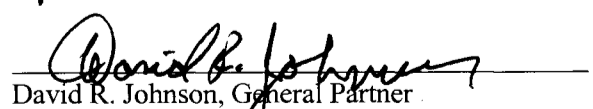
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any 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 area.
2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said storm water drainage facilities 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 25th day of July, 2000.

Raven Ridge Partnership,
a Colorado limited partnership


Raymond C. Pilcher, General Partner


James S. Marshall, General Partner


David R. Johnson, General Partner

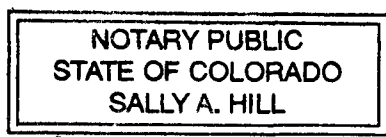
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 26 day of July, 2000,
by Raymond C. Pilcher, James S. Marshall and David R. Johnson, General Partners of Raven Ridge
Partnership, a Colorado limited partnership.

My commission expires: 9/4/2002

Witness my hand and official seal.

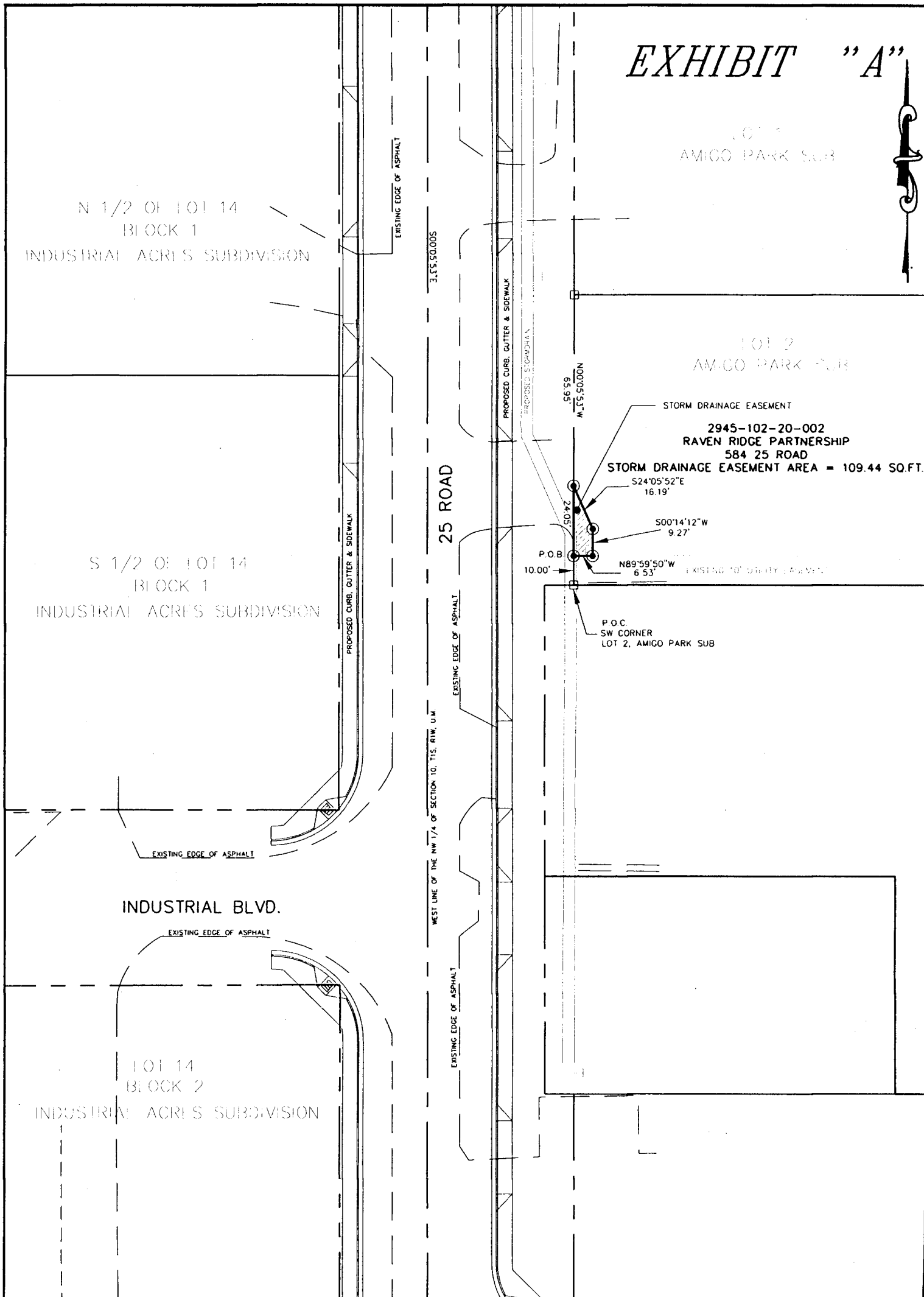
Sally A. Hill
Notary Public



My Commission Expires 09-04-2002

RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION

EXHIBIT "A"



DRAWN BY: SRP
 DATE: 4-10-2000
 SCALE: 1" = 40'
 APPR. BY: IW
 FILE NO: 25ROAD7.DWG

RIGHT-OF-WAY DESCRIPTION MAP
25 ROAD

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION