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TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	STORAGE STORAGE, LLC – DERUSH MINI STORAGE FACILITY
PURPOSE:	DRAINAGE EASEMENT
ADDRESS:	2179 H ROAD
PARCEL NO:	2697-361-17-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**GRANT OF EASEMENT**

**Storage Storage, 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 Drainage 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 parcel of land for Drainage Easement purposes being part of Parcel 1, Patterson Simple Subdivision No. 2, as recorded in Book 4009, at Page 508, Mesa County records, and more particularly described as follows:

Commencing at the Northeast Corner of Section 36, Township 1 North, Range 2 West, of the Ute Meridian, whence the North Quarter Corner of said Section 36 bears N 89°53'12"W, a distance of 2640.30 feet, for a basis of bearings, with all bearings contained herein being relative thereto; Thence N 89°53'12"W, along the north line of said Section 36, a distance of 897.22 feet; thence S 00°06'48"W, a distance of 30.00 feet to the Northeast corner of Parcel 1, Patterson Simple Subdivision No. 2; thence N89°53'12"W, along the South right-of-way line of H Road, a distance of 132.86 feet to the POINT OF BEGINNING;

thence S 00°24'41"E, a distance of 350.25 feet; thence N 89°35'19' E, a distance of 129.76 feet; thence S 00°05'43"W, a distance of 99.23 feet; thence N 89°53'12"W, a distance of 126.14 feet; thence N 81°31'23"W, a distance of 50.51 feet; thence N 00°24'41"W, a distance of 83.14 feet; thence N 89°35'19"E, a distance of 17.16 feet; thence n 00°24'41"W, a distance of 357.37 feet; thence N 89°35'19"E, along said south right-of-way line, a distance of 30.00 feet to the point of beginning 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 drainage 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 covenant 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

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8/4/2006  
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defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 6th day of December, 2006.

Storage Storage, LLC,  
a Colorado limited liability company,

Gary D. DeRush  
Gary D. DeRush, Member

Diane Y. DeRush  
Diane Y. DeRush, Member

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 6th day of December, 2006, by Storage Storage, LLC, a Colorado limited liability company, Gary D. DeRush, Member and Diane Y. DeRush, Member.

My commission expires 10/29/2009.  
Witness my hand and official seal.



Gayleen Henderson  
Notary Public

N 1/4 Cor Sec 36  
T1N, R2W, U1M.

NE Cor Sec 36  
T1N, R2W, U1M.

H Road

(Basis of Bearing)  
N 89°53'12" W 2640.30'

30.00'

N 89°53'12" W 132.86'

30.00'

N 89°53'12" W 697.22'

14' Multi-Purpose Easement  
Book 3941, Page 493

POB

Tax Parcel  
2697-361-19-001  
Paul G. Patterson Trust  
2179 H Road

PARCEL 1  
PATTERSON SIMPLE SUB. NO. 2

PARCEL 2  
PATTERSON SIMPLE SUB. NO. 2  
Tax Parcel  
2697-361-19-002  
Let it Ride Resorts LLP  
793 22 RD

DRAINAGE  
ACCESS  
EASEMENT

S 00°05'43" W 474.71'

N 00°05'43" E 463.00'

N 89°35'19" E

17.16'

N 00°24'41" W

83.14'

N 81°31'23" W

50.51'

N 89°35'19" E

129.76'

N 89°35'12" W

126.14'

S 00°05'43" W

99.23'

Area = 0.59 Acres

Existing 15" Sanitary Sewer  
Easement to the City  
of Grand Junction, Book 1911, Page 378

S 89°53'12" E  
25.78'

Tax Parcel  
2697-361-00-050  
MJB Construction Inc.  
787 22 RD

S 47°39'45" E 242.22'

50' utility Drainage  
& Irrigation Easement

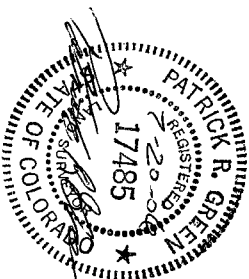
Independent Portion of  
Ditch 20, ROW, Channel  
Book 16, Page 1688, Channel  
Village Irrigation  
Ditch 20, ROW, Channel  
Book 16, Page 1688, Channel  
Village Irrigation

EXHIBIT "A"

DRAINAGE ACCESS EASEMENT  
PARCEL 1, PATTERSON SIMPLE SUB. NO. 2  
GRAND JUNCTION  
MESA COUNTY, COLORADO



SCALE: 1" = 80'



This document does not constitute a survey

**DRAINAGE ACCESS EASEMT.**  
PARCEL 1 PATTERSON SIMPLE SUB NO.2  
GRAND JUNCTION  
MESA COUNTY, COLORADO

**LANDesign**  
ENGINEERS & SURVEYORS & PLANNERS  
GRAND JUNCTION, COLORADO 81301 245-4092  
DRAWN DATE: 08/12/08  
DRAWN BY: [Signature]  
JOB NO. 2008-71 SHEET 1 OF 1