

SPA99275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: ST. MATTHEWS PARISH, A COLORADO NON-PROFIT CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRANT OF IRRIGATION EASEMENT DATED FEBRUARY 24, 1999, FOR 27 ½ ROAD RECONSTRUCTION BETWEEN PATTERSON ROAD AND G ROAD - PARCEL NO. 2945-011-88-001 - LOT 1, BLOCK 4, KNOLLS SUBDIVISION, FILING 1

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

3 PAGE DOCUMENT

GRANT OF IRRIGATION EASEMENT

St. Matthews Parish, a Colorado non-profit corporation, Grantor, for and in consideration of the sum of Six Hundred Ninety Eight and 02/100 Dollars (\$698.02), 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 and benefit of Grantee and for the use and benefit of the Grand Valley Water Users' Association, its successors and assigns, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of irrigation facilities, on, along, over, under, through and across the following described parcel of land, to wit:

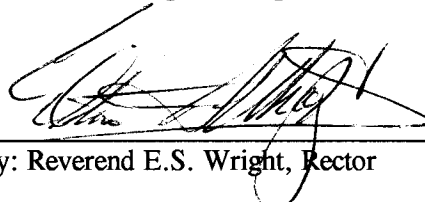
Commencing at the Northwest Corner of Lot 1, Block 4 of The Knolls Subdivision, Filing 1, situate in the Southwest ¼ of the Northeast ¼ (SW ¼ NE ¼) of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 15 at Pages 243 and 244 in the office of the Mesa County Clerk and Recorder, and considering the West line of the SW ¼ NE ¼ of said Section 1 to bear N 00°02'13" E with all bearings contained herein being relative thereto; thence along a line which is common with the East right-of-way line for 27 ½ Road and the West boundary line of said Lot 1, S 00°02'13" W a distance of 17.86 feet to the True Point of Beginning;
 thence S 00°02'13" W along said common line a distance of 70.00 feet;
 thence leaving said common line, S 89°57'47" E a distance of 7.62 feet;
 thence N 00°02'13" E a distance of 77.78 feet;
 thence S 45°04'07" W a distance of 10.78 feet to the Point of Beginning,
 containing 564.06 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 the Grand Valley Water Users' Association, 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. Grantee's use of the easement shall include the right to install an irrigation diversion box at 27 ½ Road project station 49+09.70. The top of said diversion box shall be allowed to extend above the grade of the ground at an elevation of 4,734.54 feet above sea level. Grantee agrees that all other improvements, facilities, fixtures and other items permitted to be installed or maintained on the easement shall be located only underground in the absence of Grantor's permission, which may be delayed, conditioned or withheld by Grantor in Grantor's sole and absolute discretion.
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 claiming under or through Grantor.

Executed and delivered this 24th day of FEBRUARY, 1999.

St. Matthews Parish,
 a Colorado non-profit corporation


 by: Reverend E.S. Wright, Rector

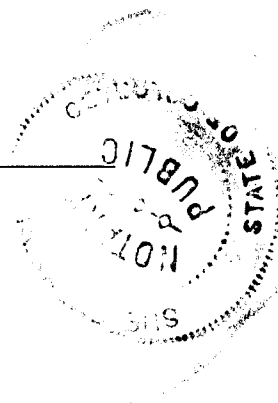
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 24th day of February, 1999,
by Reverend E.S. Wright as Rector of St. Matthews Parish, a Colorado non-profit corporation.

My commission expires: 01-20-2002

Witness my hand and official seal.

Su Emerson
Notary Public



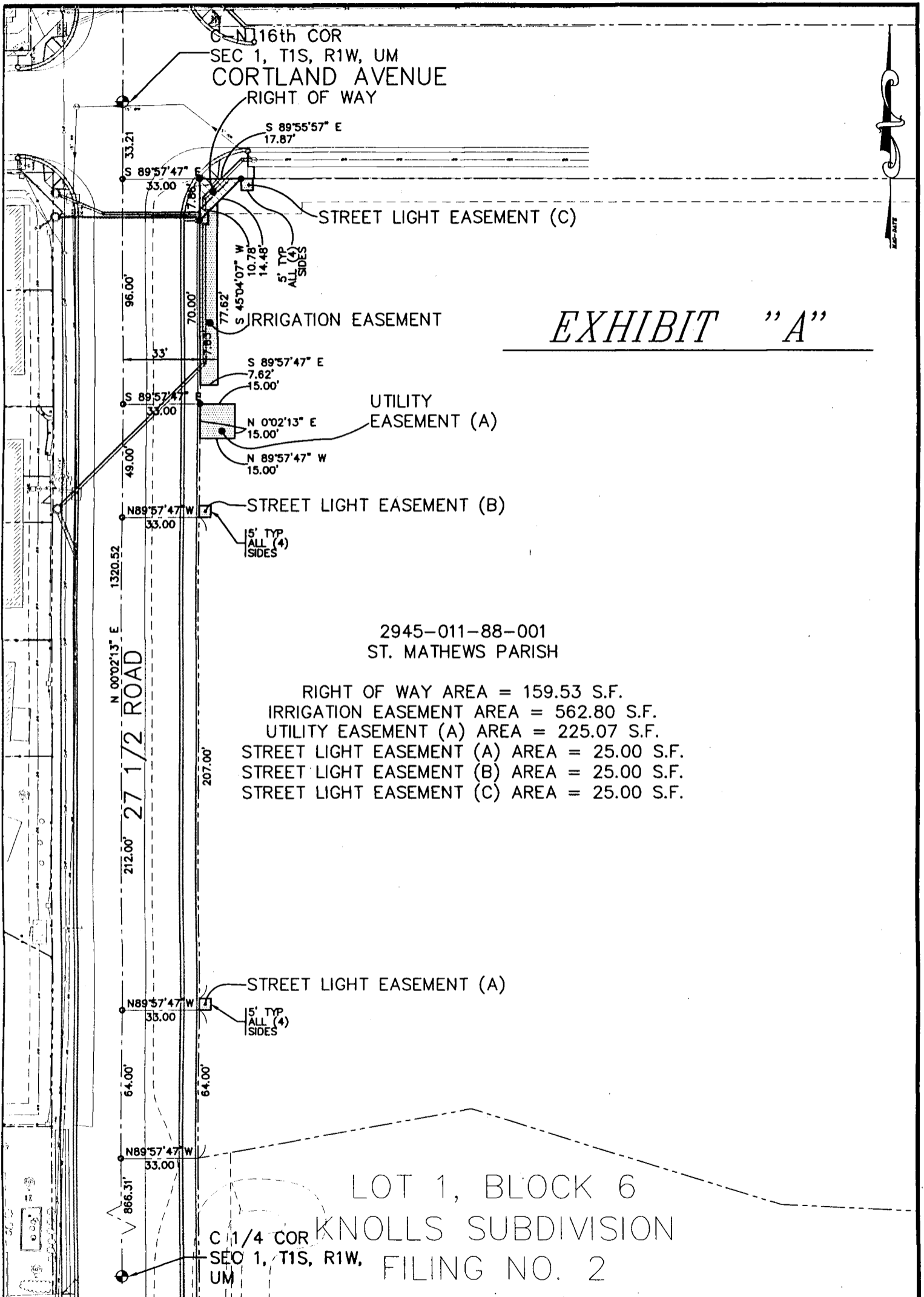


EXHIBIT "A"

2945-011-88-001
ST. MATHEWS PARISH

RIGHT OF WAY AREA = 159.53 S.F.
 IRRIGATION EASEMENT AREA = 562.80 S.F.
 UTILITY EASEMENT (A) AREA = 225.07 S.F.
 STREET LIGHT EASEMENT (A) AREA = 25.00 S.F.
 STREET LIGHT EASEMENT (B) AREA = 25.00 S.F.
 STREET LIGHT EASEMENT (C) AREA = 25.00 S.F.

LOT 1, BLOCK 6
 KNOLLS SUBDIVISION
 SEC 1, T1S, R1W, FILING NO. 2

DRAWN BY: JCS
 DATE: 2-22-99
 SCALE: 1" = 50'
 APPR. BY: TW
 FILE NO: Q1188001.DWG

RIGHT-OF-WAY DESCRIPTION MAP

27 1/2 ROAD - PATTERSON ROAD TO C ROAD

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION