

STA06SCA

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	PETER STADLER
PURPOSE:	DRAINAGE EASEMENT
ADDRESS:	710 SCARLET STREET
PARCEL NO:	2701-313-09-010
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

HEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

RECEPTION # 2352120, BK 4309 PG 152 12/06/2006 at
11:05:31 AM, 1 OF 2, R \$10.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Ward, Mesa County, CO CLERK AND
RECORDER

RECEPTION #: 2352330, BK 4310 PG 33 12/07/2006 at
10:21:58 AM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Ward, Mesa County, CO CLERK AND
RECORDER

GRANT OF EASEMENT

Peter Stadler, 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:

Commencing at the Northwest corner of Lot 3, Harutun Westgate Minor Subdivision, Grand Junction, Colorado; whence the Northeast corner of said Lot 3 bears S89°53'30"E a distance of 257.37 feet with all bearings contained herein relative thereto; thence S89°53'30"E 64.97 feet along the North line of said Lot 3; thence leaving said North line S00°06'30"W 31.32 feet to the Point of Beginning; thence S00°06'30"W 60.39 feet; thence N89°53'30"W 14.30 feet; thence N26°24'20"W 48.77 feet; thence N65°12'38"E 39.77 feet to the Point of Beginning;

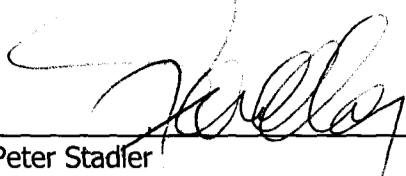
said tract of land contains 1401.1 square feet or 0.03 acres as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

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 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 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 he has good title to the aforescribed premises; that he has good and lawful right to grant this Easement; that he 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 17 day of Nov, 2006.

3:56:53 PM
10/9/2006
710 Sarlet Harutun Drainage.doc


Peter Stadler

State of Colorado)
County of ^{Eagle} ~~Mesa~~)ss.
))

The foregoing instrument was acknowledged before me this 17th day of November, 2006, by Peter Stadler.

My Commission Expires Dec. 18, 2007

My commission expires: _____
Witness my hand and official seal.





Notary Public

EXHIBIT A

BRUCE NUNES
716 SCARLET STREET
2701-313-09-013

WREN REALTY, LLC
714 SCARLET STREET
2701-313-09-014

SCARLET STREET

LOT 1 LOT 2

S 89°53'30" E

257.37' 30' INGRESS EGRESS & UTILITY EASEMENT
PLAT BOOK 16, PAGE 50

14' MULTI-PURPOSE EASEMENT
PLAT BOOK 16, PAGE 50

LOT 4

1401.1 SQUARE FEET
0.03 ACRES

Harutun Westgate Minor Subdivision

LOT 3

PETE STADLER
710 SCARLET STREET
2701-313-09-010

159.44' N 00°06'12" E
OLD WEST PROPERTIES, LLC
712 SCARLET STREET
2701-313-09-011

DETENTION/RETENTION
EASEMENT
PLAT BOOK 16, PAGE 50

186.50' S 89°53'30" E

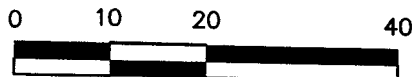
Found plastic cap
PLS 14115

PETE STADLER
2242 HIGHWAY 6 & 50
2701-313-09-001

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	479.29'	69.16'	89.10'	N 22°28'58" W	08°16'03"
C2	237.85'	40.33'	40.29'	S 21°45'37" E	08°42'58"
C3	30.00'	27.82'	26.63'	S 63°19'36" E	53°07'27"
C4	45.00'	41.74'	40.26'	N 63°20'08" W	53°08'22"



SCALE: 1" = 20'



High Desert Surveying, LLC

2591 B3/4 Road
Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-240-0451

PROJ. NO. 06-30	Surveyed	Drawn	APP'D	SHEET	OF
DATE: Sept 15, 2006		RSK/skw	skw	1	1