

TRI067TH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	TRIUMVIRATE LLC
PURPOSE:	UTILITIES AND DRAINAGE EASEMENT
ADDRESS:	202 N 7 TH STREET TRIUMVIRATE LLC OFFICE BUILDING
PARCEL NO:	2945-144-49-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

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

2304500 BK 4104 PG 472-474
03/02/2006 10:00 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChs \$1.00
DocFee EXEMPT

3 PAGE DOCUMENT

GRANT OF EASEMENT

Triumvirate LLC, a Colorado limited liability company, Grantor, for Ter 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 Utility and Drainage Easement for the installation, operation, maintenance, repair and replacement of utility and drainage facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual utility and drainage easement lying the SE1/4 of Section 14, Township 1 South, Range 1 West of the Ute Meridian, Mesa County being described as follows:

Commencing at the NE corner of Lot 1 of Seventh Street Simple Subdivision a Subdivision in the City of Grand Junction and being recorded in Plat Book-20 at Page 54 of the Mesa County Clerk and Recorders Office;

thence along the North line of said Lot 1, S89°58'13"W 37.72 feet to the Point of Beginning; thence S00°04'16"E 124.61 feet to the South line of said Lot 1; thence along said South line, N89°57'52"W 15.00 feet; thence N00°04'16"W 124.59 feet to the North line of said Lot 1; thence along said North line, N89°58'13"E 15.00 feet to the Point of Beginning;

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

3:44:10 PM
2/21/2006
H:\CD\Triumvirate Utility and Drainage Easement.doc

The foregoing legal description was prepared by:

David M. Morris PLS #30111
Q.E.D. Surveying Systems Inc.
1018 Colorado Ave.
Grand Junction, Colorado 81501

Executed and delivered this 27th day of February, 2006.

Triumvirate LLC
a Colorado limited liability company

By *Joanna C. Jensen*
Joanna C. Jensen, Member

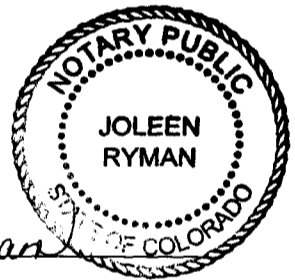
By *James P. Guthro*
James P. Guthro, Member

By *John Keith Killian*
John Keith Killian, Member

State of Colorado)
)ss.
County of Mesa)

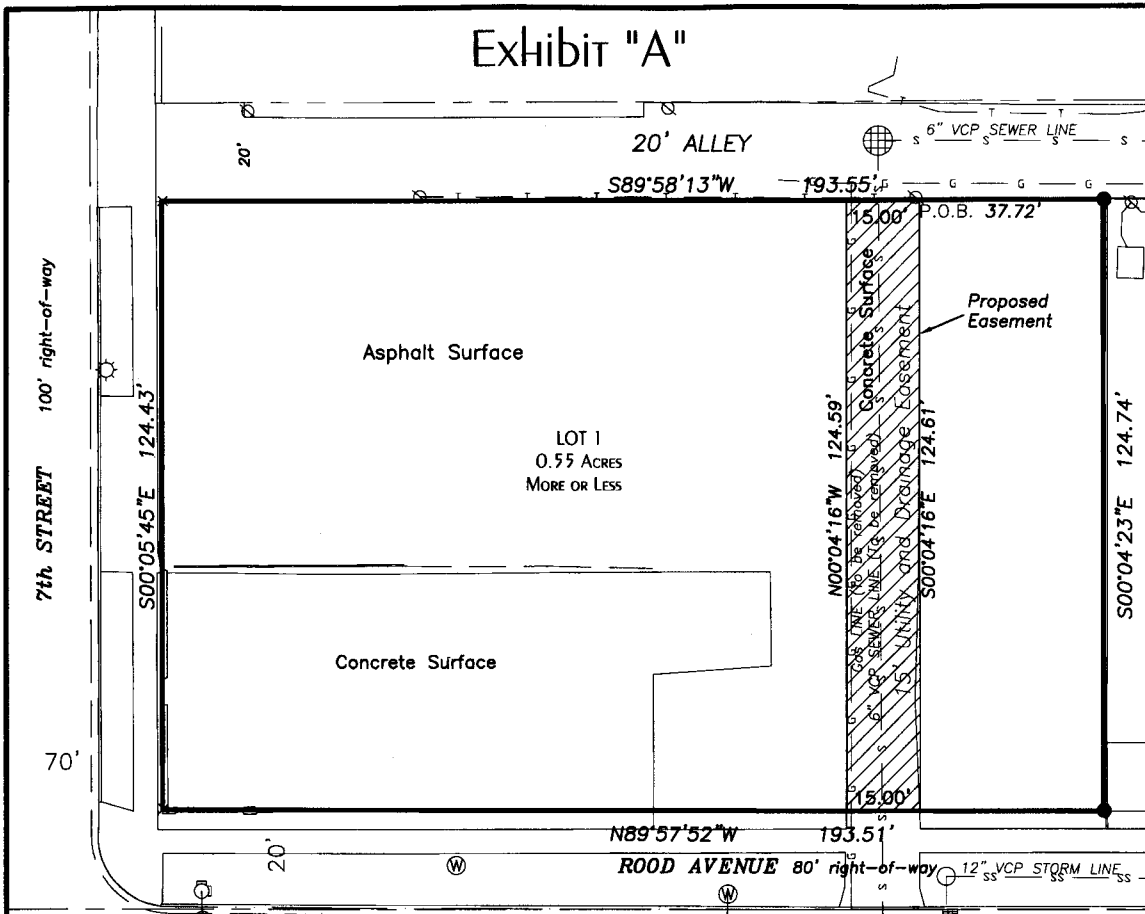
The foregoing instrument was acknowledged before me this 27th day of February, 2006, by John Keith Killian, Joanna C. Jensen and James P. Guthro, Members, Triumvirate LLC, a Colorado limited liability company.

My commission expires: 07/17/07
Witness my hand and official seal.



Joleen Ryman
Notary Public

Exhibit "A"

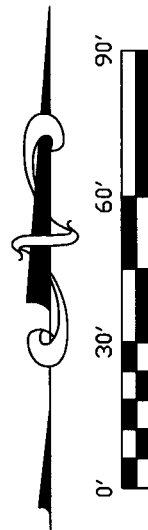


LEGEND & NOTES

- FOUND #5 REBAR LS 24943
- x FOUND PK NAIL/WASHER LS 24943
- s — SEWER LINE
- G — GAS LINE
- v — WATER LINE
- ss — STORM SEWER LINE
- T — TELEPHONE LINE

NOTES:

1. THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION— IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



EASEMENT DEDICATION

SITUATED IN THE SE1/4 SECTION 14, T 1 S, R 1 W OF THE UTE MERIDIAN

FOR: Chamberlin Architects	 <p>Q.E.D. SURVEYING SYSTEMS Inc. 1018 COLO. AVE. GRAND JUNCTION COLORADO 81501 (970) 241-2370 464-7568</p>	SURVEYED BY: SB
SCALE: 1" = 30'		DRAWN BY: DMM
DATE: 1/17/06		ACAD ID: 202-N7th
		SHEET NO.
		FILE: 2004-268