

VEH021ST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: GRANT OF RETAINING WALL EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: GRAND JUNCTION V.O.A.
ELDERLY HOUSING, INC

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 1501
NORTH 1ST STREET - LOT 2 - V.O.A. MINOR SUBDIVISION

PARCEL NO.: 2945-104-32-973

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

3 PAGE DOCUMENT GRANT OF RETAINING WALL EASEMENT

Grand Junction VOA Elderly Housing, Inc., A Colorado Non-Profit Corporation, Grantor, for and in consideration of the sum of One Thousand Two Hundred Five and 10/100 Dollars (\$1,205.10), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey unto 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 a retaining wall providing stability for public roadway improvements, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 2, Plat of V.O.A. Minor Subdivision, as same is recorded in Plat Book 14, Page 181, Public Records of Mesa County, Colorado, and considering the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10 to bear S 89°56'21" E with all bearings contained herein being relative thereto; thence S 89°56'21" E along the South line of said Lot 2, also being the North right-of-way for Independent Avenue, a distance of 60.00 feet to the TRUE POINT OF BEGINNING; thence N 00°03'39" E a distance of 4.00 feet; thence S 89°56'21" E a distance of 103.00 feet; thence S 00°03'39" W a distance of 4.00 feet to a point on the South line of said Lot 2; thence N 89°56'21" W, along said the South line of said Lot 2, a distance of 103.00 feet, more or less, to the Point of Beginning.

Containing 412.00 square feet (0.0095 Acres), more or less, as described 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 to enter upon said premises with 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 agrees that Grantee's utilization of the Easement and the rights herein conveyed 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 herein described 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 4th day of June, 2002.

Charles W. Gould

~~Richard J. Powell, Vice President~~
Grand Junction VOA Elderly Housing
A Colorado Non-Profit Corporation
Charles W. Gould

Ronald Patterson

~~John A. Hood, Secretary~~
Grand Junction VOA Elderly Housing
A Colorado Non-Profit Corporation
Ronald Patterson,
Secretary

State of Virginia)
City of Alexandria) ss.
County of Alexandria)

The foregoing instrument was acknowledged before me this 4th day of June, 2002, by ~~Richard J. Powell, Vice President~~ and ~~John A. Hood, Secretary~~ for Grand Junction VOA Elderly Housing, Inc., A Colorado Non-Profit Corporation.

My commission expires My Commission Expires October 31, 2005

Witness my hand and official seal.

Eileen K. Moravetz
Notary Public

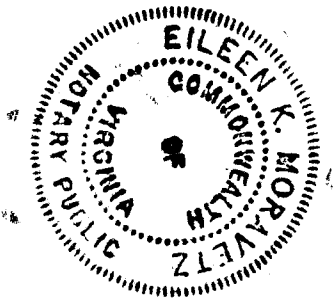
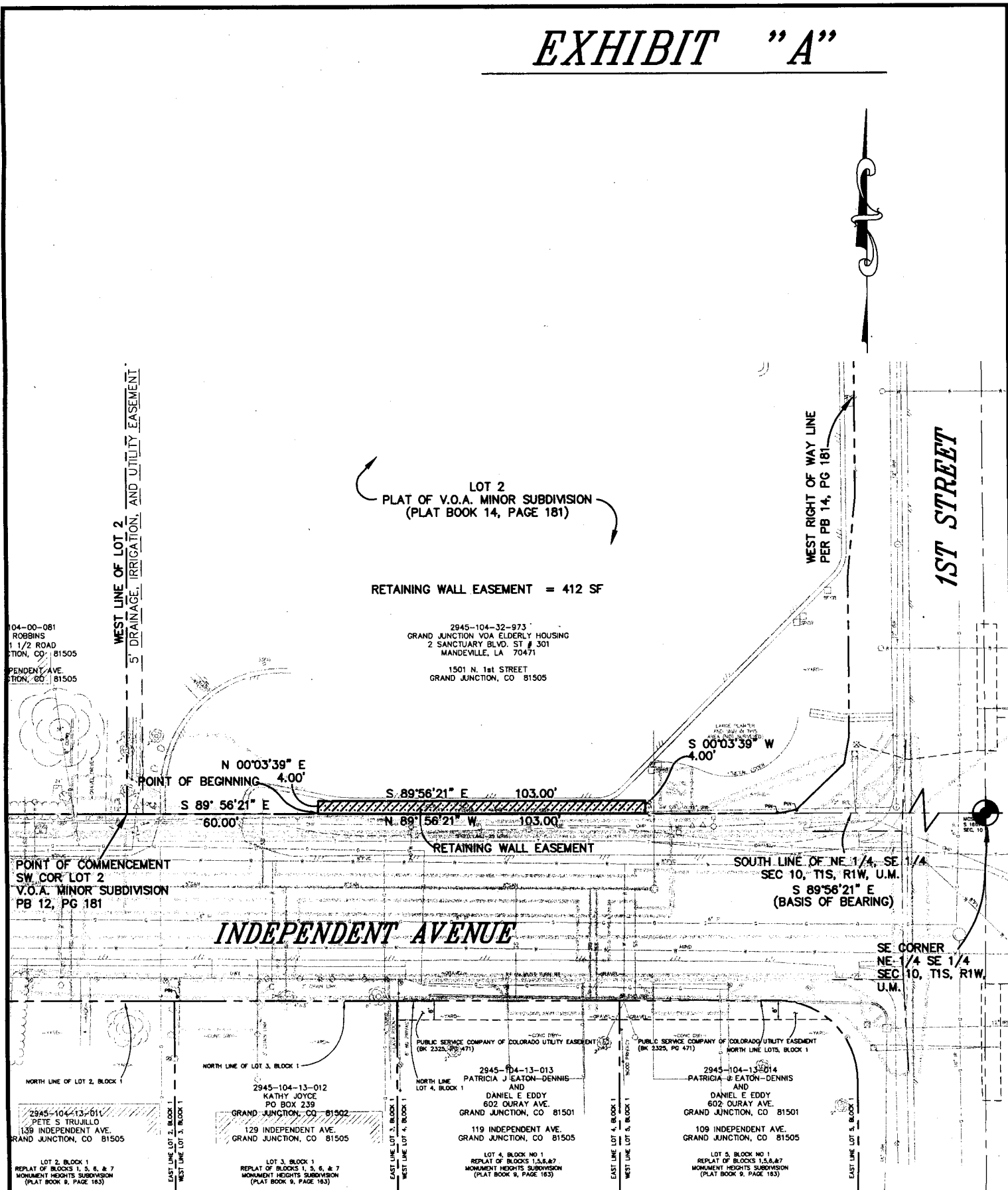


EXHIBIT "A"



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as means for establishing or verifying property boundary lines.

**RECORDER NOTE: POOR QUALITY DOCUMENT
 PROVIDED FOR REPRODUCTION**

DRAWN BY: JCS
 DATE: 10-10-2001
 SCALE: 1" = 40'
 APPR. BY: TW
 FILE NO. ROW.DWG

**INDEPENDENT AVENUE
 RIGHT-OF-WAY DESCRIPTION MAP**

**DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION**