

WAG09CED

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

EASEMENT

NAME OF PROPERTY
OWNER OR GRANTOR:

WILLIAM D. WAGNER

PURPOSE:

STORM SEWER EASEMENT

ADDRESS:

300 CEDAR COURT

PARCEL #:

2945-112-10-001

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2009

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

3
PAGE DOCUMENT

GRANT OF STORM SEWER EASEMENT

William D. Wagner, Grantor, whose address is 300 Cedar Court, Grand Junction Colorado 81501, for and in consideration of the sum of Eight Hundred Seventy and 28/100 Dollars (\$870.28) 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 Easement for the installation, operation, maintenance, repair and replacement of stormwater and irrigation pipeline and stormwater drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land located in the Northwest Quarter (NW1/4) of Section 11, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, Mesa County, State of Colorado, being more particularly described as follows:

Beginning at the Northeast corner of that parcel of land as described in Book 2522, Page 135 in the office of the Mesa County Clerk and Recorder, and considering the West line of Bookcliff Heights, as recorded in Plat Book 7, Page 72 in said office, to bear N00°05'55"E, with all bearings herein being relative thereto; thence 6.03 feet along the arc of a 35.00 foot radius curve, concave Southeast, whose central angle is 09°52'16" and which chord bears S12°17'22"W a distance of 6.02 feet; thence N72°46'30"W, along a line 6.00 feet south of and parallel with the North line of said parcel, a distance of 69.90 feet; thence N27°28'14"W a distance of 8.44 feet to the North line of said parcel; thence S72°46'30"E, along said North line, a distance of 75.32 feet, more or less, to the point of beginning.

Containing 435.14 square feet, more or less, 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 Easements, 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. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement 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. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easements.

2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said storm water facilities shall be performed with due care using commonly accepted standards and techniques without cost to Grantor.

3. Grantor hereby covenants with Grantee he has good title to the herein described 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 12th day of February, 2009.

William D. Wagner
William D. Wagner

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 12th day of February, 2009 by William D. Wagner.

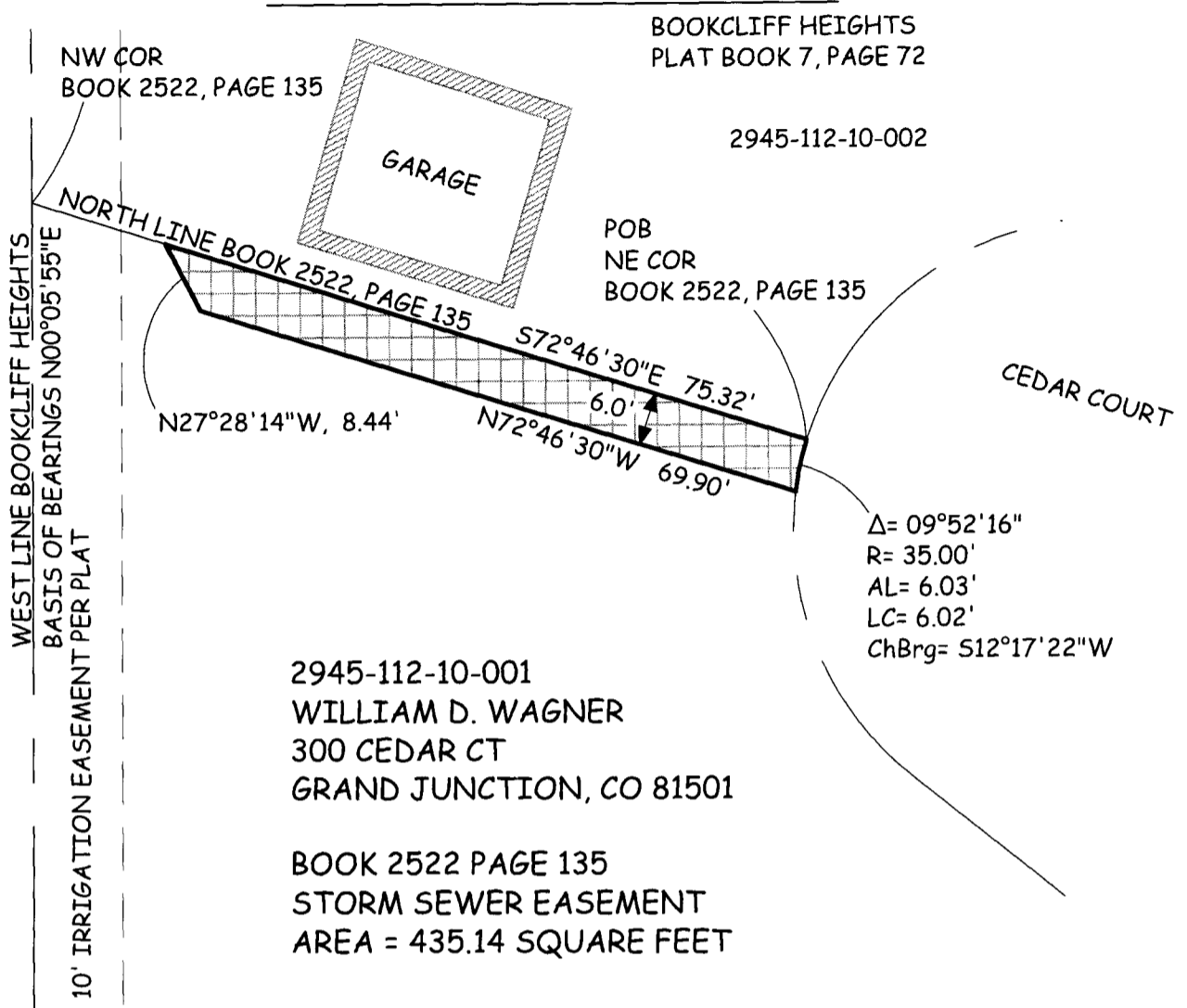
My commission expires 2-9-2013.

Witness my hand and official seal.

Kathy Valdez
Notary Public



EXHIBIT "A"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ChBrg	CHORD BEARING
Δ	DELTA ANGLE
R	RADIUS
AL	ARC LENGTH
LC	CHORD LENGTH

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 a means for establishing or verifying property boundary lines.

0 10 20

1 inch = 20 ft.
Lineal Units = U.S. Survey Foot

PETER T. BROCK
No. 32824
1-30-09
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTERED

N:\LandProj\F001907(KREX)\From Real Estate\krex base map.dwg. 1/29/2009 9:16:49 AM

DRAWN BY: <u>MG</u> DATE: <u>1/29/2009</u> SCALE: <u>1" = 20'</u> APPR. BY: <u>PTK</u>	<p style="text-align: center;"><i>KREX STORM SEWER STORM SEWER EASEMENT</i></p> <p style="text-align: center;">2945-112-10-001</p>	<p style="text-align: center;">CITY OF Grand Junction COLORADO</p>
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