

WIL06CLX

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	JARED AND JANET WILLIAMS DBA LINKS TRANSPORTION OFFICE
PURPOSE:	DRAINAGE/STORMWATER DETENTION
ADDRESS:	2245 COLEX DRIVE
FILE #:	SPR-2005-312
PARCEL NO:	2701-313-13-003
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF EASEMENT

Jared Williams and Janet Williams, Grantors, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do 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:

A parcel of land being a portion of Lot 3 of Davis/Boggs Subdivision, a replat of Lots 3 and 4 of SWD First Addition as recorded in Plat Book 17 at Page 273 of the Mesa County records, situated in the southeast 1/4 of the southwest 1/4 of Section 31, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Beginning at the southwest corner of said Lot 3, the basis of bearing being N00°01'50"W along the west line of said Lot 3;
thence N00°01'50"W a distance of 113.18 feet;
thence S74°34'55"E a distance of 71.74 feet;
thence S41°18'31"E a distance of 21.08 feet;
thence S10°29'16"E a distance of 79.93 feet to the south line of said Lot 3;
thence N89°48'41"W a distance of 97.57 feet to the Point of Beginning.
Said strip of land contains 8,947 square feet more or less.

said tract of land contains 16,740 s.f. 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. Grantors 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 Grantors hereby covenant 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.

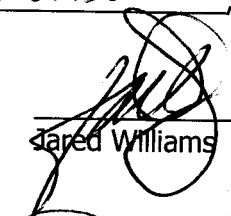
2. Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantors' adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed.

3. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

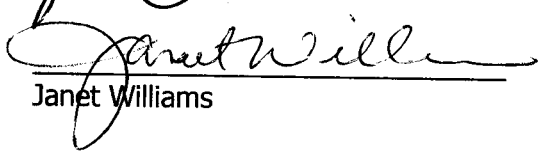
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The foregoing legal description was prepared by Steven L. Hagedorn, Colorado P.L.S. 24306, 118 Ouray Ave, Grand Junction, Colorado 81501

Executed and delivered this 13th day of DECEMBER, 2006.



Jared Williams



Janet Williams

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, 2006, by Jared Williams and Janet Williams

My commission expires 1/3/2010.
Witness my hand and official seal





Notary Public

EXHIBIT A

COLEX DRIVE

