

DRAINAGE EASEMENT GRANT

THIS GRANT, made this 25 day of July, 2018, by Mark R. Whitfield and Kendra L. Whitfield, having an address at 433 Donogal Drive Grand Junction, CO 81506 ("Grantor"), to Wexford Homeowners Association, Inc. and Siena View Homeowners Association Inc. ("Grantees").

WITNESSETH: For and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Grantees, their agents, successors and assigns, a drainage easement and right to enter, re-enter, occupy and use the hereinafter described property to construct, repair, replace, remove, or enlarge a drainage pan and appurtenant drainage facilities. For such purposes, the Grantees may use the parcel of land described in Exhibit A, which is situated, lying and being in the County of Mesa and State of Colorado.

The conditions of this grant are as follows:

1. The Grantees shall have and exercise the right of ingress and egress in, to, over, through and across the property described in Exhibit A in the specific scope, dimension and location described and identified in Exhibit B, for any purpose needful for the full enjoyment of the right of occupancy or use provided for herein.
2. The Grantees shall not construct or place any permanent structure, building, improvement, or fixture on any part of the above described easement other than those necessary to maintain the anticipated drainage pan and appurtenant drainage facilities.
3. After any construction by Grantees, the general surface of the ground shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to construction.
4. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.
5. The Grantor warrants that it has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the Grantees in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.
6. Each and every one of the benefits and burdens hereunder shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the parties hereto.
7. The above and foregoing constitute all terms and conditions of this grant and no additional or different oral representation, promise or agreement shall be binding on Grantor or the Grantees with respect to the subject matter of this instrument.

IN WITNESS WHEREOF, the Grantor has executed this Easement Grant the day and year first above written.

GRANTOR: _____

Mark R. WhitfieldKendra L. Whitfield

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

Subscribed and sworn before me this 25 day of May 2018, by Mark R. Whitfield, who is personally known to me or who proved to me upon presentation of personal identification that he/she is the person who signed the foregoing Affidavit.

Witness my hand and official seal.

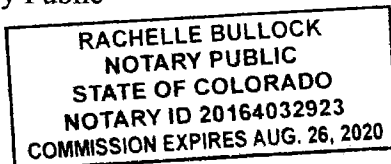
My commission expires:

Rachelle Bullock
Notary Public

STATE OF COLORADO)

) ss.

COUNTY OF MESA)



Subscribed and sworn before me this 25 day of May 2018, by Kendra L. Whitfield, who is personally known to me or who proved to me upon presentation of personal identification that he/she is the person who signed the foregoing Affidavit.

Witness my hand and official seal.

My commission expires:

Rachelle Bullock
Notary Public

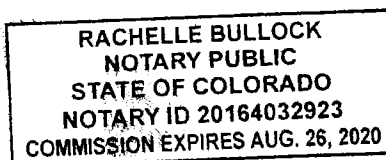
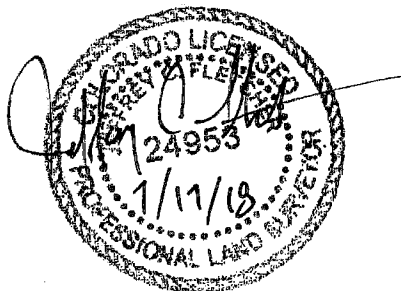


EXHIBIT A
5' Drainage Easement

That real property for a 5 foot (5') Drainage Easement located in part of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) and the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, and BEING located along the Southeast line of Lot 71, Wexford Estates, as shown on plat recorded at Reception 2562927, Mesa County records and more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 71, whence the Southeast corner of said Lot 71 bears South 31°25'52" West, a distance of 69.79 feet, for a basis of bearings with all bearings contained herein relative thereto; thence South 31°25'52" West, a distance of 69.79 feet, along the Southeasterly line of said Lot 71 to the Southeast corner; thence North 57°44'48" West, a distance of 5.00 feet; thence North 31°25'52" East, a distance of 69.75 feet; thence along a non-tangent curve turning to the left having a delta angle of 07°32'40", a radius of 38.00 feet, an arc length of 5.00 feet, and a chord length of 5.00 feet, with a chord bearing of South 58°14'19" East to the POINT OF BEGINNING.

Said parcel containing an area of 349 square feet, as herein described.



18-33 Drainage Easement.doc/knr
Prepared by:
Jeffrey C. Fletcher PLS 24953
High Desert Surveying, Inc.
1673 Highway 50 Unit C
Grand Junction, Colorado 81503

