## MFS9924R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: FEATHER-MEDSKER-SMITH, LTD, 250 NORTH 5<sup>TH</sup> STREET

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: RIGHT OF WAY FOR 24 ROAD, NORTH OF PATTERSON, LOT 1 STOP N SAVE SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1888871 02/17/99 1247PM Monika Todo Clk&Rec Mesa County Co ReoFee \$5.00 SurChg \$1.00 Documentary Fee \$Exempt

Воок2552 РАБЕ9

Feather-Medsker-Smith, LTD., a Colorado Limited Partnership, Grantor, for and in consideration of the operation and maintenance of public roadway improvements, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described tract or parcel of land for Roadway and Utilities right-of-way purposes, to wit:

Beginning at the Northeast Corner of Lot 1, Stop 'n Save Subdivision, situate in the Southeast <sup>1</sup>/<sub>4</sub> of the Southeast <sup>1</sup>/<sub>4</sub> of Section 5, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 16 at Page 25 in the office of the Mesa County Clerk and Recorder;

thence S 00°05'26" E along the East boundary line of said Lot 1 a distance of 146.14 feet to a point; thence S 13°28'09" W along the Southeasterly boundary line of said Lot 1 a distance of 38.39 feet to a point;

thence leaving the Southeasterly boundary line of said Lot 1, N 00°05'26" W a distance of 183.47 feet to a point on the North boundary line of said Lot 1;

thence N 89°58'07' E along the North boundary line of said Lot 1 a distance of 9.00 feet to the Point of Beginning,

containing 1,483.39 square feet as described.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this  $\_S$ day of

Larry V. Feather, General Partner of Feather-Medsker-Smith, LTD.

Andrew K. Smith, General Partner of Feather-Medsker-Smith, LTD.

Aldah M. Medsker, General Partner of Feather-Medsker-Smith, LTD.

State of Colorado County of Mesa

The foregoing instrument was acknowledged before me this  $\underline{\$}$  day of  $\underline{\checkmark}$  day of  $\underline{\imath}$  day of  $\underline{\checkmark}$  day day of  $\underline{\checkmark}$  day of  $\underline{\large$  day of  $\underline{\large}$  day of \underline{\large} day d

My commission expires  $\underline{12/2/CC}$ Witness my hand and official seal.

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