

MIL99PRK

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: WYLIE R. MILLER AND CARRIE J. MILLER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 1 OF PARKWEST  
SUBDIVISION, FOR PUBLIC ROADWAY AND UTILITIES RIGHT-OF-WAY PURPOSES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: PERMANENT

1924902 10/22/99 0944AM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00  
DOCUMENTARY FEE \$No FEE

WARRANTY DEED

Wylie R. Miller and Carrie J. Miller, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), 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, 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 Public Roadway and Utilities right-of-way purposes, to wit:

Beginning at the Southeast Corner of Lot 1 of Parkwest Subdivision, situate in the Southeast 1/4 of the Southeast 1/4 of Section 4, 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 138 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to the recorded plat of said Parkwest Subdivision;  
thence N 00°01'49" W along the east boundary line of said Lot 1 a distance of 5.00 feet;  
thence leaving the east boundary line of said Lot 1, S 89°46'25" W a distance of 160.00 feet to a point on the west boundary line of said Lot 1;  
thence S 00°01'49" E along the west boundary line of said Lot 1 a distance of 5.00 feet to the Southwest Corner of said Lot 1;  
thence N 89°46'25" E along the south boundary line of said Lot 1 a distance of 160.00 feet to the Point of Beginning,  
containing 800.00 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 Grantors hereby covenanting that they 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 18th day of October, 1999.

Wylie R. Miller  
Wylie R. Miller

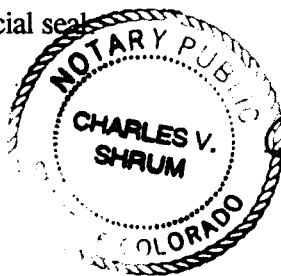
Carrie J. Miller  
Carrie J. Miller

State of Colorado        )  
                                  )ss.  
County of Mesa         )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 1999, by Wylie R. Miller and Carrie J. Miller.

My commission expires 2/19/03.

Witness my hand and official seal



Charles V. Shrum  
Notary Public

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**GRANT OF MULTI-PURPOSE EASEMENT**

1924903 10/22/99 0944AM  
 MONIKA TODD CLK&REC MESA COUNTY CO  
 REC FEE \$10.00  
 DOCUMENTARY FEE \$EXEMPT

Wylie R. Miller and Carrie J. Miller, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents does hereby 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 Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and also for the installation, maintenance, repair and replacement of traffic control facilities, street lighting and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Lot 1 of Parkwest Subdivision, situate in the Southeast ¼ of the Southeast ¼ of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, with all bearings contained herein being relative the recorded plat of said Parkwest Subdivision; thence N 00°01'49" W along the east boundary line of said Lot 1 a distance of 5.00 feet to the True Point of Beginning;  
 thence N 00°01'49" W along the east boundary line of said Lot 1 a distance of 5.00 feet;  
 thence leaving the east boundary line of said Lot 1, S 89°46'25" W a distance of 160.00 feet to a point on the west boundary line of said Lot 1;  
 thence S 00°01'49" E along the west boundary line of said Lot 1 a distance of 5.00 feet;  
 thence leaving the west boundary line of said Lot 1, N 89°46'25" E a distance of 160.00 feet to the Point of Beginning,  
 containing 800.00 square feet as described.

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 Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility 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 structures or any other item or fixture which may be detrimental to the public utilities and facilities situate therein, 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. 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.

Executed and delivered this 18th day of October, 1999.

Wylie R. Miller  
 Wylie R. Miller

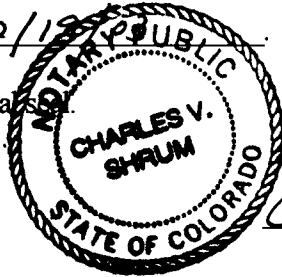
Carrie J. Miller  
 Carrie J. Miller

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 1999, by Wylie R. Miller and Carrie J. Miller.

My commission expires 2/19/2000.

Witness my hand and official seal.



Charles V. Shrum  
Notary Public