

4NR04NOL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (MULTI-PURPOSE)**

NAME OF CONTRACTOR: 4NR, LLC

PURPOSE: A PERPETUAL EASEMENT FOR THE  
INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT  
OF UTILITIES

SUBJECT/PROJECT: 721 NOLAND AVENUE, NOLAND STORAGE YARDS

TAX PARCEL #: 2945-230-16-007

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:

City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

2199881 BK 3687 PG 695-696  
06/30/2004 03:20 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$10.00 SurChg \$1.00  
DocFee EXEMPT

GRANT OF MULTI-PURPOSE EASEMENTS

4NR, LLC, a Colorado limited liability company, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, the herein described Perpetual Multi-Purpose Easements for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as Perpetual Easements for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described premises, to wit:

See 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 utility construction and repair machinery, the said Grantor hereby covenanting with Grantee that the Easement areas shall not be burdened or overburdened by the installation, construction or placement of any structures or any other items or fixtures which might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement areas, the said Grantor hereby further covenanting with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant these Easements; that it 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 30<sup>th</sup> day of JUNE, 2004.

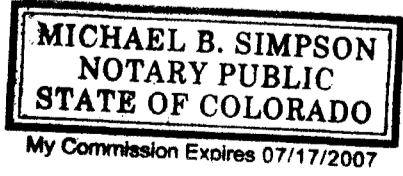
4NR, LLC, a Colorado limited liability company, Grantor:

By: [Signature]  
Toby Axelsson, Manager/Member

State of Colorado )  
)ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 30 day of JUNE, 2004, by Toby Axelsson as Manager/Member of 4NR, LLC, a Colorado limited liability company.

My commission expires 7-17-07.  
Witness my hand and official seal.



[Signature]  
Notary Public

**EXHIBIT "A"**

Two (2) Perpetual Multi-Purpose Easements on, along, over, under, through and across the following described real property situate in the Northeast  $\frac{1}{4}$  of Section 23, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Easement No. 1: The North 14.0 feet of the East one-half of Lot Six (6) and the North 14.0 feet of Lot Seven (7) in Block Ten (10) of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, according to the official plat thereof recorded in Plat Book No. 4 at Page 39, Official Records of Mesa County, Colorado,

AND ALSO

Easement No. 2: The North 14.0 feet of Lots Eight (8) and Nine (9) in Block Ten (10) of AMENDED PLAT OF BENTON CANON'S FIRST SUBDIVISION, according to the official plat thereof recorded in Plat Book No. 4 at Page 39, Official Records of Mesa County, Colorado.

**END OF EXHIBIT "A"**

---