

ABS00IND

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: GRANT AND CONVEY MULTI-PURPOSE EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: ALPINE BUILDING SERVICES, INC., A
COLORADO CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 501 INDEPENDENT
AVENUE, GRAND JUNCTION, CO 81501

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1957973 07/20/00 1202PM
MONIKA TODD CLK® MESA COUNTY CO
REC FEE \$10.00
DOCUMENTARY FEE \$EXEMPT

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PREP DOCUMENT

GRANT OF MULTI-PURPOSE EASEMENT

Alpine Building Services, Inc., a Colorado corporation, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), 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, 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 Northeast Corner of the Southwest ¼ of the Southeast ¼ (SW ¼ SE ¼) of Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the east line of the SW ¼ SE ¼ of said Section 10 to bear S 00°09'56" W with all bearings contained herein being relative thereto; thence S 00°09'56"W along the east line of the SW ¼ SE ¼ of said Section 10 a distance of 60.00 feet to a point on the south right-of-way line for Independent Avenue, said point being the True Point of Beginning; thence continuing along the east line of the SW ¼ SE ¼ of said Section 10, S 00°09'56" W a distance of 14.00 feet; thence leaving the east line of said SW ¼ SE ¼, N 89°40'55" W a distance of 149.92 feet to a point; thence N 00°11'00" E a distance of 14.00 feet to a point on the south right-of-way line for Independent Avenue as aforesaid; thence S 89°40'55" E along the south right-of-way line for Independent Avenue a distance of 149.91 feet to the Point of Beginning, containing 2,098.81 square feet as described.

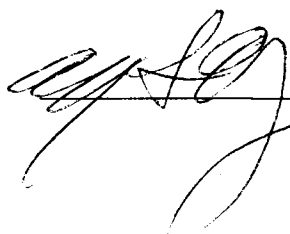
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees 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.

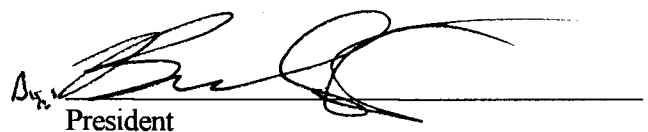
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee 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. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; 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 21st day of October, 1999.

Attest:

Alpine Building Services, Inc.,
a Colorado Corporation

 U.P. Sec.

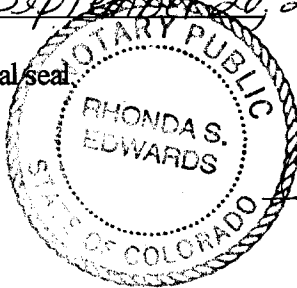

President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of October, 1999, by Bret Seligman as President and attested to by _____ as _____ of Alpine Building Services, Inc., a Colorado corporation.

My commission expires September 20, 2001

Witness my hand and official seal



Rhonda S. Edwards
Notary Public

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE THIS 13th DAY OF July, 2000 BY STAN SELIGMAN AS VICE PRESIDENT/SECRETARY OF ALPINE BUILDING SERVICES, INC., A COLORADO CORPORATION

MY COMMISSION EXPIRES January 31, 2001

WITNESS MY HAND AND OFFICIAL SEAL

Lorinda V. Bowers
NOTARY PUBLIC

