

ARM04PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: AMERICAN NATIONAL BANK

PURPOSE: INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND  
REPLACEMENT OF ELECTRIC AND TELECOMMUNICATIONS FACILITIES,  
LOT 1, VILLAGE FAIR SUBDIVISION

ADDRESS: 1199 PATTERSON ROAD

TAX PARCEL #: 2945-111-27-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

PLAT BOOK 13, PAGE 11, PUBLIC RECORDS OF MESA COUNTY, COLORADO

2191028 BK 3649 PG 646-648  
05/10/2004 12:15 PM  
Janice Ward CLKAREC Mesa County- CO  
RecFee \$15.00 SurChg \$1.00  
DocFee EXEMPT

**GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT**

Mesa National Bank, now known as American National Bank, Grantor, for and in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, 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, for the use and benefit of Grantee and for the use and benefit of the Public Utilities, the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of Electric and Telecommunications facilities on, along, over, under, through and across the following described Parcel of land, to wit:

A certain perpetual utility easement lying in the Northeast Quarter (NE 1/4) of Section 11, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of Lot 1, Village Fair Subdivision As Amended, as same is recorded in Plat Book 13, Page 11, Public Records of Mesa County, Colorado and more particularly described as follows:

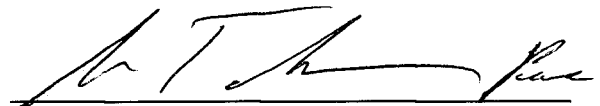
COMMENCING at the Northeast corner of said Section 11, and assuming the North line of said Section 11 bears S 89°54'23" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 49°32'48" W a distance of 80.22 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°00'00" E a distance of 19.32 feet; thence N 90°00'00" W a distance of 3.00 feet; thence N 00°00'00" W a distance of 20.54 feet to a point being the beginning of a 20.00 foot radius curve, concave Southwest, with a long chord bearing of S 67°45'11" E and with a long chord length of 3.24 feet; thence 3.24 feet Southeasterly along the arc of said curve, through a central angle of 09°17'22", more or less, to the Point of Beginning.

CONTAINING 60.0 Square Feet, more or less, as described herein and depicted on **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 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that Grantees' utilization of the herein described Easement shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant the herein described Easement; that it will warrant the title thereof against the lawful claims and demands of all persons claiming by, through or under Grantor.

Executed and delivered this 7<sup>th</sup> day of May, 2004.

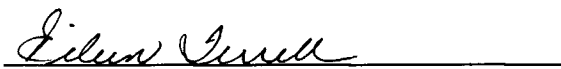


W.T. Sisson, Sr. Regional President  
American National Bank

State of Colorado            )  
  ) ss.  
County of Mesa                )

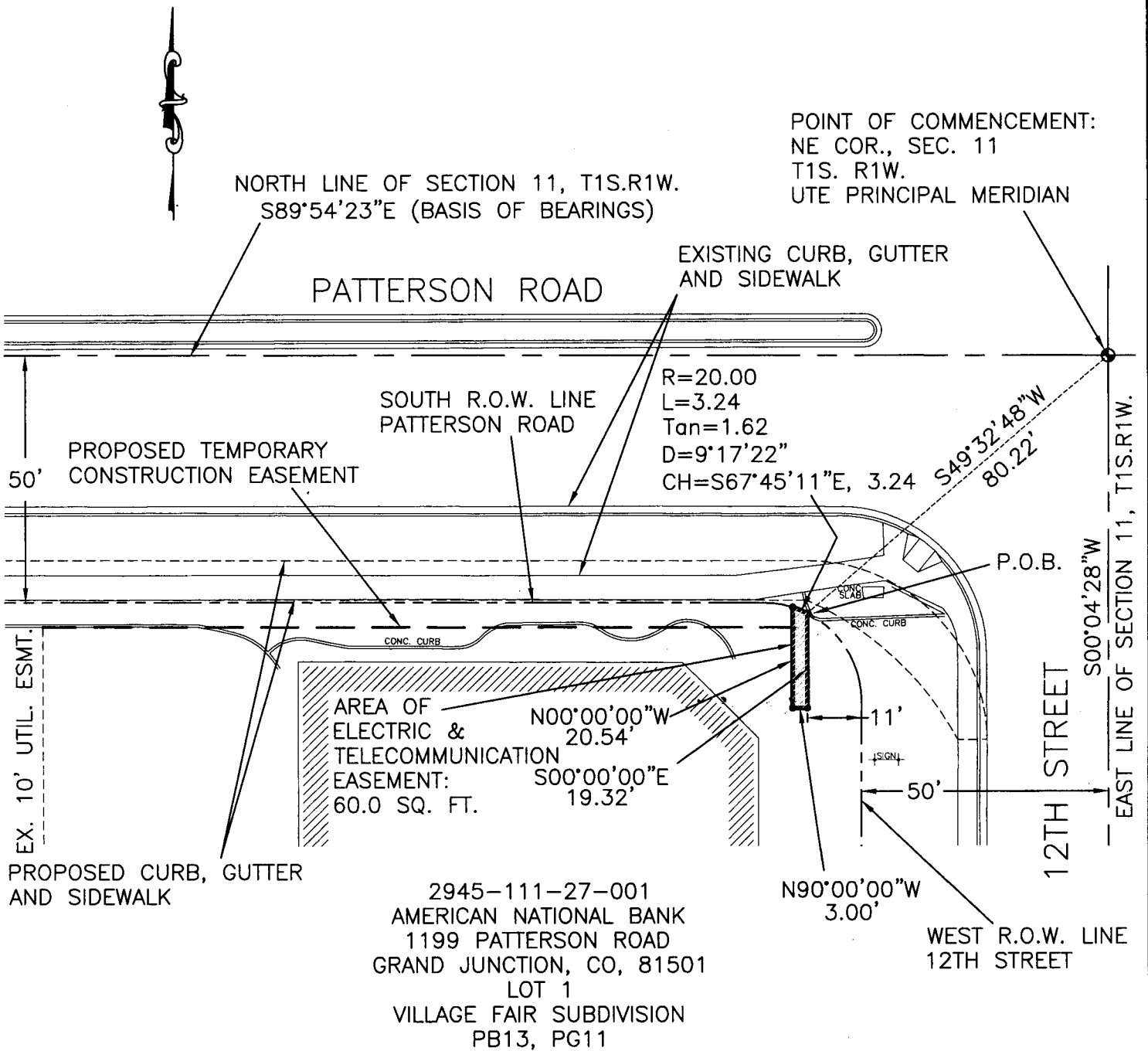
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2004, by W.T. Sisson, Sr. Regional President of Mesa National Bank now known as American National Bank.

My commission expires 08/28/2005.  
Witness my hand and official seal.



Notary Public

# EXHIBIT "A"



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as means for establishing or verifying property boundary lines.

DRAWN BY: DPW  
DATE: 3-2004  
SCALE: 1" = 30'  
APPR. BY: TW  
FILE NO. EXHIBIT A

2945-111-27-001  
**ELECTRIC & TELECOMMUNICATION  
EASEMENT**

**DEPARTMENT OF PUBLIC WORKS**  
ENGINEERING DIVISION  
**CITY OF GRAND JUNCTION**