

ARN07235

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (MULTIPURPOSE)
NAME OF PROPERTY OWNER OR GRANTOR:	JAMES R. AND PATRICIA C. ARNOTT
PURPOSE:	CONTECH OFFICE TRAILER
ADDRESS:	747 23 ½ ROAD
TAX PAREL NO.:	2701-323-00-091
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

## GRANT OF MULTI-PURPOSE EASEMENT

**James R. Arnott and Patricia C. Arnott, as Joint Tenants, Grantors**, whose address is 2669 Paradise Drive, Grand Junction, CO, 81506, 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, 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 approved by Grantee, 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, 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 parcel of land, to wit:

A certain perpetual Multi-Purpose easement situate in the NE ¼ SW ¼ and the SE ¼ NW ¼ of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

Commencing at the C 1/4 corner of said Section 32, the basis of bearing being S00°02'21"W to the C-S 1/16 corner;  
thence S89°57'26"W a distance of 55.00 feet to the point of beginning;  
thence S00°02'21"W a distance of 250.14 feet;  
thence S89°59'52"W a distance of 14.00 feet;  
thence N00°02'21"E a distance of 250.19 feet;  
thence N00°01'06"E a distance of 56.01 feet to the southerly right-of-way line of Interstate 70;  
thence S89°43'28"E a distance of 14.00 feet along said right-of-way;  
thence S00°01'06"W a distance of 55.99 feet to the point of beginning.

Said easement contains 4,283.00 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 to enter upon said premises with 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 construction and repair machinery, subject to the terms and conditions contained herein.

1. The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. Grantors reserve 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantors hereby covenant with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantors from installing landscaping features, curbs, gutter, utilities, signs, lighting, art, or similar improvements typically located in easement areas.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantors hereby covenant with Grantee they have good title to the herein described 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.

4. Grantee shall indemnify Grantors against and hold them harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantors as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the Multi-Purpose Easement is abandoned, Grantors shall have the option, to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 25<sup>TH</sup> day of JULY, 2007.

James R. Arnott  
James R. Arnott  
Patricia C. Arnott  
Patricia C. Arnott

State of Colorado )  
                          )ss.  
County of Mesa    )

*under duress  
PCA*

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2007, ~~2006~~ by James R. Arnott and Patricia C. Arnott, as Joint Tenants.

*At*

My commission expires 10/29/2009.

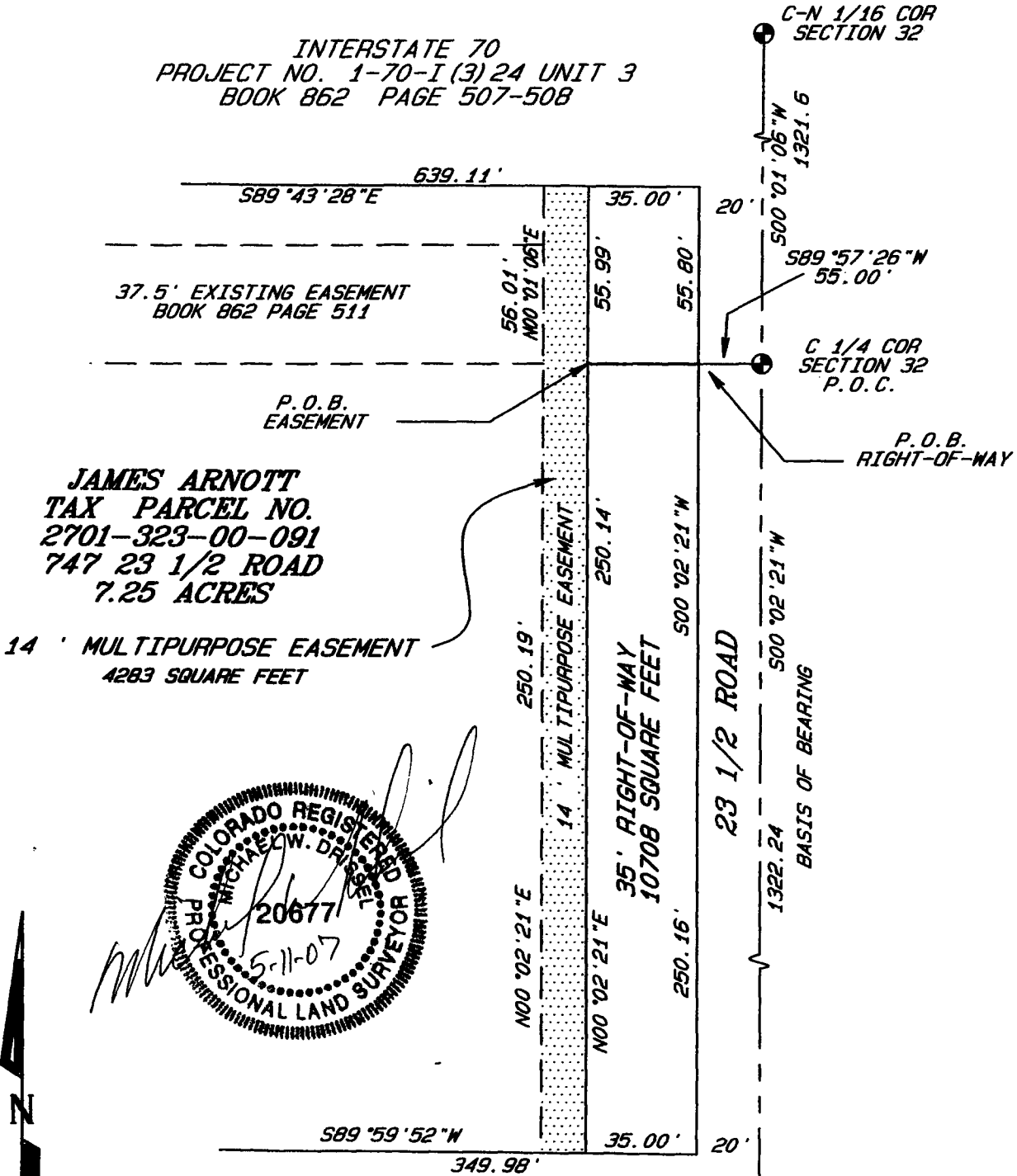
Witness my hand and official seal.



Gayleen Henderson  
Notary Public

# EXHIBIT A

INTERSTATE 70  
 PROJECT NO. 1-70-I(3)24 UNIT 3  
 BOOK 862 PAGE 507-508



*Michael W. Driscoll*  
 COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR  
 MICHAEL W. DRISCOLL  
 20677  
 5-11-07

2701-323-00-090  
 PEREA FAMILY LTD PARTNERSHIP LLP

SCALE 1" = 50'  
 P.O.C. = POINT OF COMMENCEMENT  
 P.O.B. = POINT OF BEGINNING

D H SURVEYS, INC.  
 970-245-8749  
 JOB #1009-07-01