

BER093RD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	DAVID N. AND MICHELLE B. BERRY
PURPOSE:	THIRD AVENUE OFFICE/ WAREHOUSE MULTIPURPOSE EASEMENT
ADDRESS:	821 THIRD AVENUE
PARCEL #:	2945-231-09-003
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF MULTI-PURPOSE EASEMENT

David N. Berry and Michelle B. Berry as joint tenants, 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 do 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 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, irrigation and 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 parcel of land situated in the northwest quarter of the northeast quarter of Section 23, Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado being more particularly described as follows:

The north fourteen feet (14.00') of Lots 5 and 6 of Block 19, Milldale Subdivision, a plat recorded in the Mesa County Clerk and Recorder's office at reception number 45120.

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.

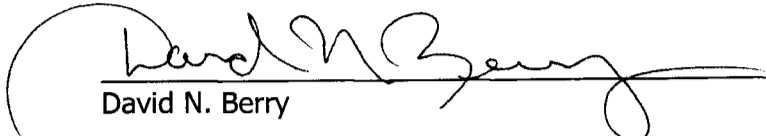
1. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantors reserve the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the 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 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.

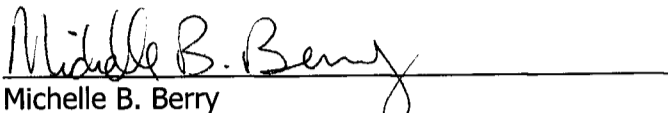
3. Grantors hereby covenant with Grantee they have good title to the herein described premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 1st day of April, 2009.

Grantors:



David N. Berry



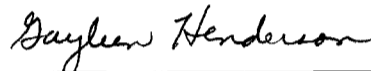
Michelle B. Berry

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 1st day of April, 2009, by David N. Berry and Michelle B. Berry as joint tenants.

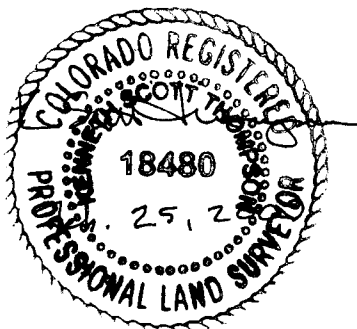
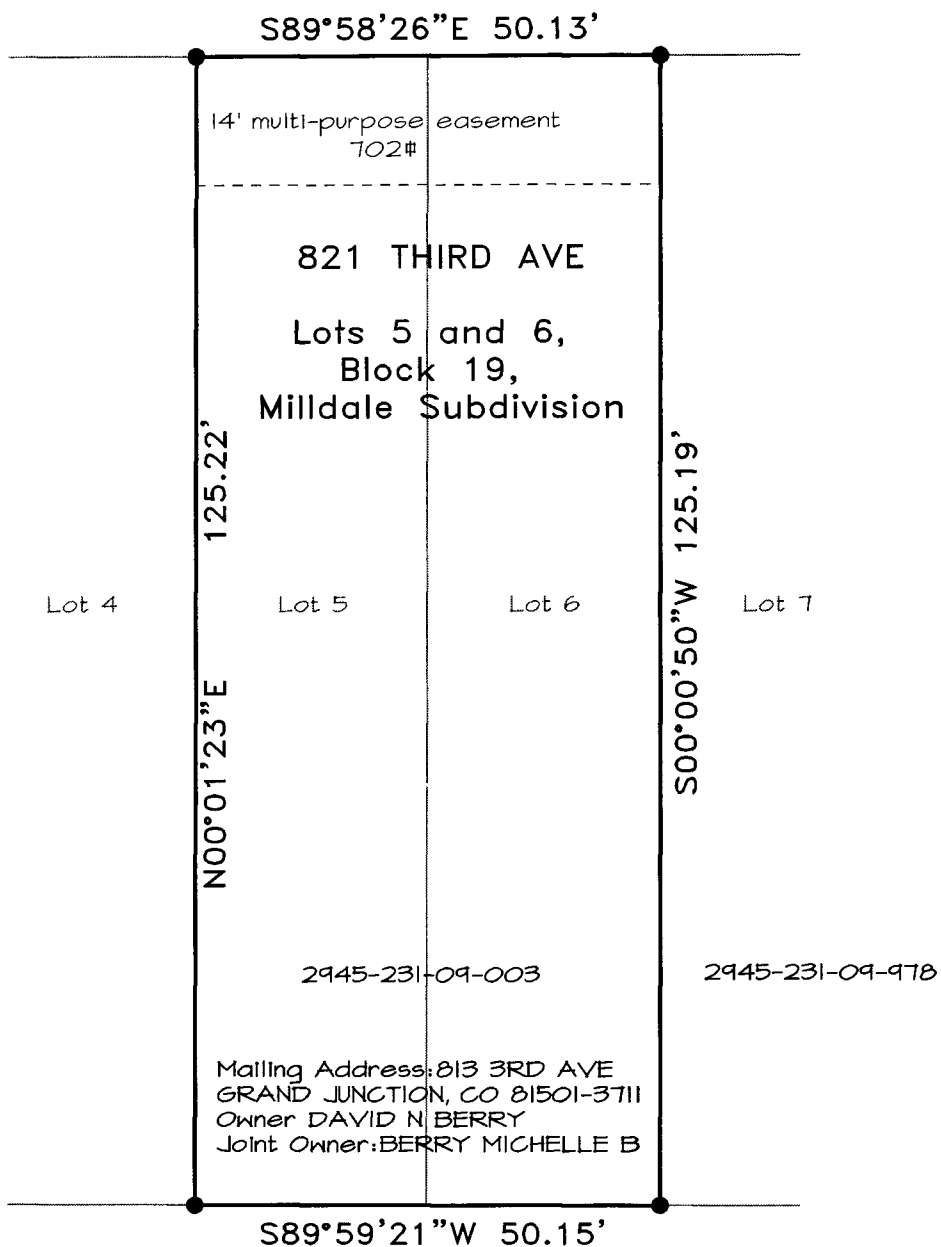
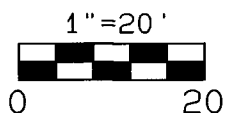
My commission expires 10/29/2009.
Witness my hand and official seal.





Notary Public

EXHIBIT A



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

		744 Horizon Ct. Suite 110 Grand Junction CO 81506 970-241-4722
Drawn: kst	Checked: drs	Feb 24, 2009
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