

BOL08PIT

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (PEDESTRIAN)
NAME OF PROPERTY OWNER OR GRANTOR:	THOMAS F. BOLGER
PURPOSE:	PEDESTRIAN EASEMENT
ADDRESS:	1104 PITKIN AVENUE
TAX PARCEL NO.:	2945-144-36-010
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF PEDESTRIAN EASEMENT

Thomas F. Bolger, 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 Pedestrian Easement for the use and benefit of Grantee and for the use and benefit of the Public, as approved by Grantee, as a perpetual easement for the ingress and egress access use by the public forever for constructing, installing, maintaining and repairing a trail and for purposes of walking, running, wheelchairs (motorized and non-motorized), bicycling, and other non-motorized forms of transportation for commuting and recreational purposes with or without pets accompanying them, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

A certain strip of land for easement purposes located in Lot 34, Block 133 of the Grand Junction Colo Second Division Resurvey as Amended, recorded in Plat Book 3, Page 21, or Reception No. 80773, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the west line of said Lot 34, whence the southwest corner of said Lot 34 bears South 00°07'31" West, a distance of 7.30 feet;
Thence along said west line, North 00°07'31" East, a distance of 7.37 feet;
Thence 3.79 feet along the arc of a 17.00 foot radius non-tangent curve to the right, through a central angle of 12°46'59", with a chord bearing North 59°11'40" East, a distance of 3.78 feet; to a point of reverse curvature;
Thence 13.74 feet along the arc of a 12.00 foot radius curve to the left, through a central angle of 65°35'10", with a chord bearing North 32°47'35" East, a distance of 13.00 feet;
Thence North 89°29'25" East, a distance of 0.50 feet;
Thence North 00°06'07" East, a distance of 99.76 feet to the north line of said Lot 34;
Thence along said north line, South 89°55'43" East, a distance of 5.00 feet;
Thence South 00°06'07" West, a distance of 127.32 feet to the south line of said Lot 34;
Thence along said south line, North 89°57'08" West, a distance of 5.00 feet;
Thence North 00°06'07" East, a distance of 13.68 feet;
Thence 2.26 feet along the arc of a 1.00 foot radius tangent curve to the left, through a central angle of 129°42'32", with a chord bearing North 64°45'09" West, a distance of 1.81 feet; to a point of reverse curvature;
Thence 4.51 feet along the arc of a 17.00 foot radius curve to the right, through a central angle of 15°11'35", with a chord bearing South 57°59'22" West, a distance of 4.49 feet; to a point of reverse curvature;
Thence 7.26 feet along the arc of a 12.00 foot radius curve to the left, through a central angle of 34°39'24", with a chord bearing South 48°15'28" West, a distance of 7.15 feet to the Point of Beginning.

Said parcel contains 712 square feet, more or less, as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

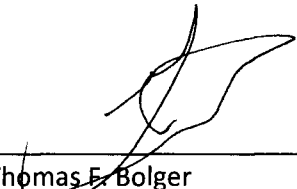
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming 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. Grantor reserves 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 Grantor hereby covenants 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.

2. Grantor hereby covenants with Grantee he has good title to the herein described premises; that he has good and lawful right to grant this Easement; that he will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

3. If the pedestrian improvements contemplated to be built within the Easement are not constructed or are abandoned, Grantor shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 24TH day of JULY, 2008.



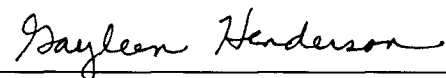
Thomas F. Bolger

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 24th day of July, 2008, by Thomas F. Bolger.

My commission expires 10/29/2009.

Witness my hand and official seal.



Notary Public



