

CAR05PAT

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	BEN E CARNES (MEDICAL OFFICE ADDITION)
PURPOSE:	EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITIES
ADDRESS:	550 PATTERSON ROAD (LOTS 5 & 6, FAIR MOUNT HEIGHTS)
PARCEL NO:	2945-023-14-006
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

GRANT OF PERPETUAL MULTI-PURPOSE EASEMENT

BEN E. CARNES, Grantor, for and in consideration of the sum of 0 00/100 Dollars (\$ 0.00), 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 approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, 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, over, under and through the following described parcel of land, to wit:

A parcel of land for Multi-Purpose Easement Purposes, being a portion of Lots 5 and 6 in Fairmount Heights Subdivision as recorded in Book 6 on Page 12 of the Mesa County Records, situate in the Southeast Quarter of the Southwest Quarter of Section 2, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

The North 14 feet of the South 34 feet of said Lots 5 and 6, Fairmount Heights Subdivision, All in the City of Grand Junction, Mesa County, Colorado.

PROVIDED, however, Grantee, Public Utilities, or both, may not construct or install any improvement or structure on the surface of the above-described parcel of land.

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, the said Grantor hereby covenanting 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 might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantor hereby further covenanting with Grantee that Grantor has good title to the afore-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.

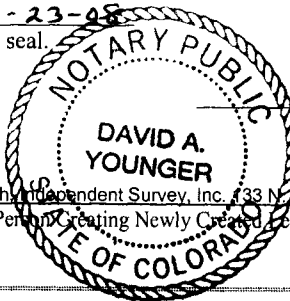
Executed and delivered this 26th day of April, 2005.

Ben E. Carnes

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 26th day of April, 2005, by Ben E. Carnes

My commission expires 11-23-08
Witness my hand and official seal.



David A. Younger
Notary Public