

CSE09202

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (ELECTRIC)
NAME OF PROPERTY OWNER OR GRANTOR:	COLORADO STATE EMPLOYEES CREDIT UNION
PURPOSE:	ELECTRIC EASEMENT
ADDRESS:	202 MAIN STREET
TAX PARCEL NO.:	2945-143-14-018
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF ELECTRIC EASEMENT

Colorado State Employees Credit Union, a Colorado Corporation, d/b/a Credit Union of Colorado, Grantor, for and in consideration of the sum of Four Thousand Three Hundred Eight-Three and 00/100 Dollars (\$4,383.00) and other good and valuable consideration; 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, 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 facilities on, along, over, under, through and across the following described Parcel of land, to wit:

A parcel of land located in the Southwest Quarter (SW1/4) of Section 14, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of that parcel of land, as same is recorded in Book 1638, Page 625 in the office of the Mesa County Clerk and Recorder, and considering the North line of Main Street to bear N89°56'11"W, with all bearings herein being relative thereto; thence N89°56'11"W, along the said North line of Main Street, a distance of 14.50 feet to the POINT OF BEGINNING; thence N89°56'11"W, along said North line of Main Street, a distance of 13.59 feet; thence N42°33'01"W a distance of 44.10 feet; thence N47°26'59"E, a distance of 14.89 feet; thence S42°33'01"E a distance of 53.30 feet, more or less, to the point of beginning.

Containing 487 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. 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.

2. Grantor and Grantee acknowledge that the Grantor has certain property improvements currently located in the Easement request area and both parties agree said improvements will not be removed. Notwithstanding the aforementioned, the Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any future 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 Grantor from installing landscaping features or similar improvements typically located in Easements.

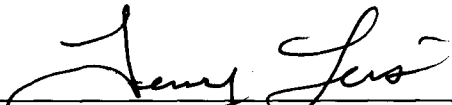
3. Grantee's work and act of installing, operating, maintaining, repairing and replacing said electric improvements shall be performed with due care using commonly accepted standards and techniques without cost to Grantor.

4. Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it 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 14th day of December, 2009.

Colorado State Employees Credit Union,
a Colorado Corporation d/b/a
Credit Union of Colorado

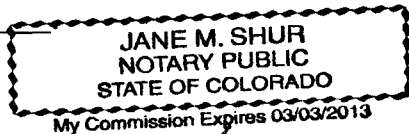

Terry Leis, President and CEO

State of Colorado)
)ss.
County of Denver)

The foregoing instrument was acknowledged before me this 14th day of December, 2009, by Terry Leis, President and CEO for Colorado State Employees Credit Union, a Colorado Corporation d/b/a Credit Union of Colorado.

My commission expires 03-03-13

Witness my hand and official seal.



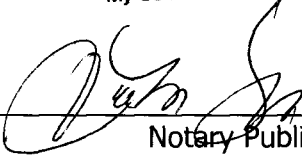
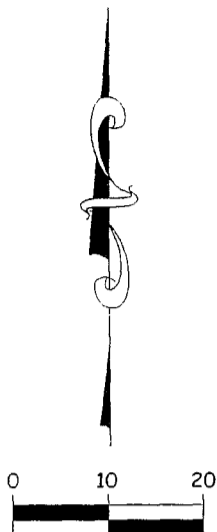

Notary Public

EXHIBIT "A"

ALLEY (20' RIGHT OF WAY)



1 inch = 20 ft.

Lineal Units = U.S. Survey Foot

2945-143-14-018
COLORADO STATE EMPLOYEES
CREDIT UNION
P.O. BOX 18655
DENVER, CO 80218

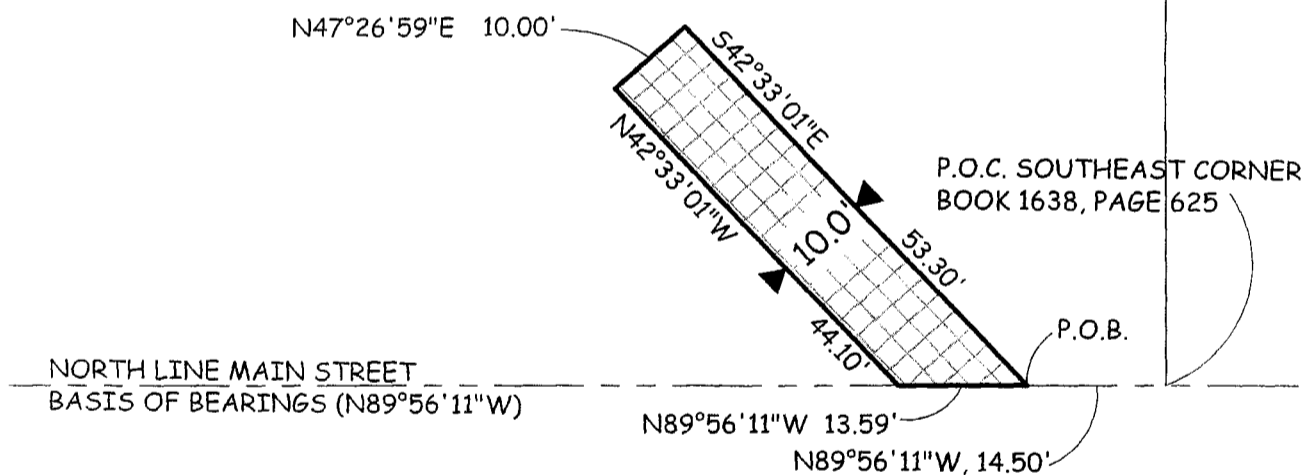
202 MAIN STREET

BOOK 1638, PAGE 625

ELECTRIC EASEMENT
AREA = 487 SQUARE FEET

EAST LINE BOOK 1638, PAGE 625

2945-143-14-013



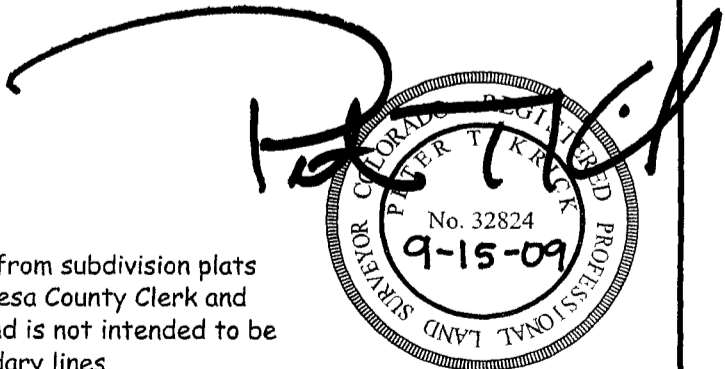
NORTH LINE MAIN STREET
BASIS OF BEARINGS (N89°56'11\"W)

MAIN STREET

ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN

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 a means for establishing or verifying property boundary lines.



DRAWN BY: MG DATE: 3/17/2009 SCALE: 1" = 20' APPR. BY: PTK	COLORADO STATE EMPLOYEES CREDIT UNION <u>ELECTRIC EASEMENT</u> 2945-143-14-018	CITY OF Grand Junction COLORADO
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