

FAM08COM

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (UTILITY)
NAME OF PROPERTY OWNER OR GRANTOR:	FAMILY, LLC.
PURPOSE:	RANCHMANS DITCH DIVERSION UTILITY EASEMENT
ADDRESS:	2467 COMMERCE BOULEVARD
TAX PARCEL NO.:	2945-091-13-003
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

### GRANT OF UTILITY EASEMENT

**Family LLC, a Wyoming Limited Liability Company, Grantor**, whose address is 405 Agate Street, Rock Springs, Wyoming 82901, for and consideration of the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7500.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does 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 Utility Easement for the installation, operation, maintenance, repair and replacement of utility facilities and appurtenances related thereto, 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 the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 9, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado.

Commencing at the Southeast corner of Lot 5 of Jacobs Commercial Subdivision as same is recorded in Plat Book 12, Page 453, public records of Mesa County, Colorado with the East line of said Lot 5 assumed to bear S00°01'25"W with all other bearings contained herein being relative thereto; thence S00°01'05"W along the East line of Lot 3 of said Jacobs Commercial Subdivision, a distance of 10.00 feet to the Point of Beginning; thence S00°01'05"W distance of 10.00 feet along the East line of said Lot 3; thence S89°50'54"W a distance of 181.34 feet to the Southeast corner of an existing 20.00 foot utility easement as shown on the plat of said Jacobs Commercial Subdivision; thence N00°09'06"W along the East line of said 20.00 foot utility easement a distance of 10.00 feet to a point on the South line of an existing 10.00 foot utility easement as shown on the plat of said Jacobs Commercial Subdivision; thence N89°50'54"E along the South line of said 10.00 foot utility easement a distance of 181.37 feet to the Point of Beginning.

Said tract of land contains 1,814 square feet 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 perpetual ingress and egress for workers and equipment to survey, improve, 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. Grantor shall have 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 interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item or fixture which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed.
3. Grantor hereby covenants with Grantee that it has good title to the aforescribed 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 6<sup>TH</sup> day of MARCH, 2008.

Family LLC,  
A Wyoming Limited Liability Company

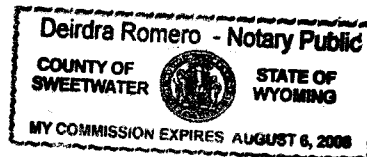
By Chris N. Bunning  
Chris N. Bunning, Manager

State of Wyoming )  
                          )ss.  
County of            )

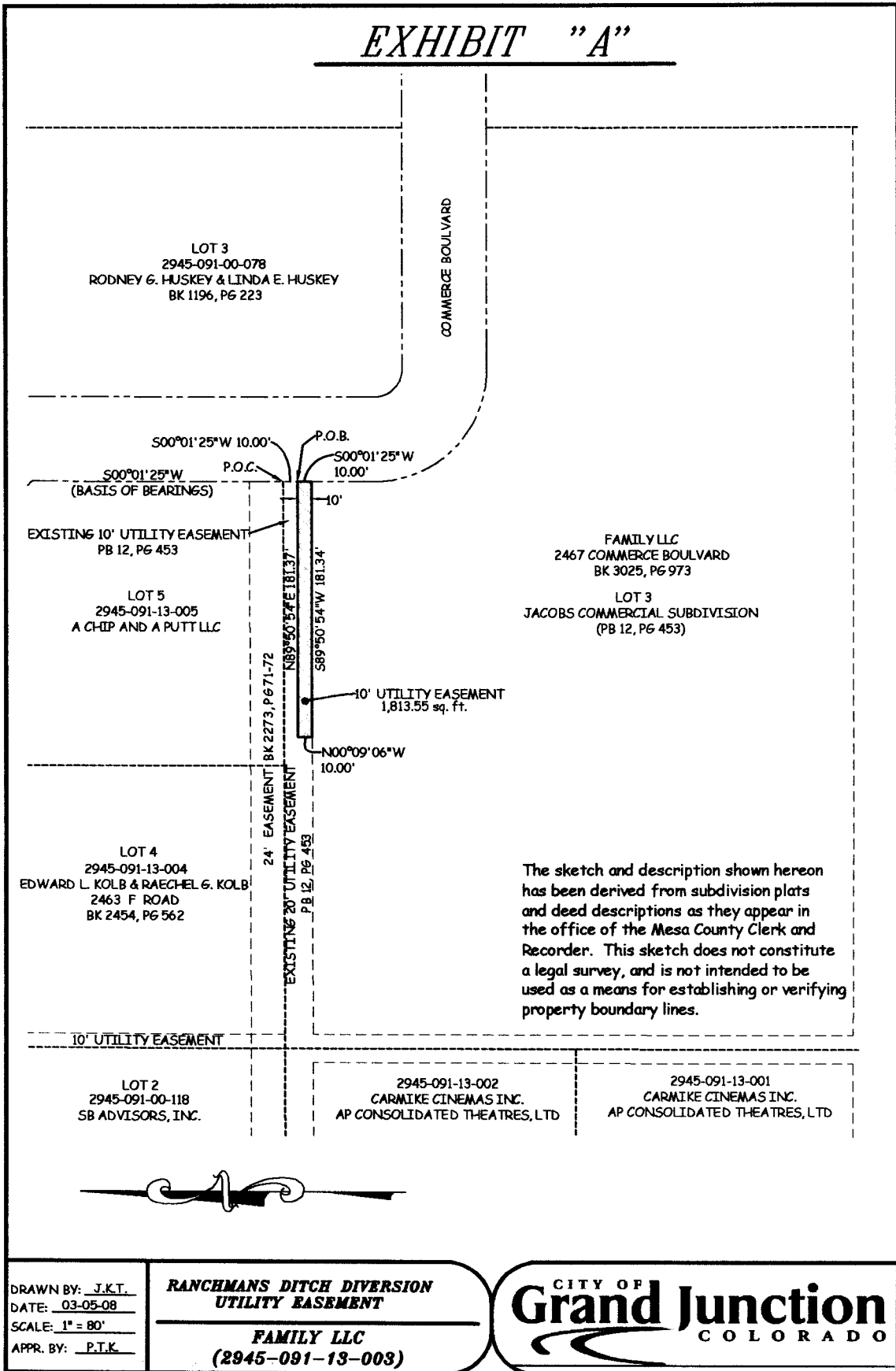
The foregoing instrument was acknowledged before me this 6 day of MARCH, 2008, by Family LLC, A Wyoming Limited Liability Company, by Chris N. Bunning, Manager.

My commission expires: August 6, 2008  
Witness my hand and official seal.

Deirdra Romero  
Notary Public



# EXHIBIT "A"



DRAWN BY: J.K.T.  
 DATE: 03-05-08  
 SCALE: 1" = 80'  
 APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION  
 UTILITY EASEMENT**

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**FAMILY LLC  
 (2945-091-13-003)**

