

FSM99PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: FEATHER-MEDSKER-SMITH, LTD

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MULTI-PURPOSE EASEMENT ALONG  
WEST SIDE 24 ROAD - NORTH OF PATTERSON, LOT 1 OF STOP N SAVE SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## GRANT OF EASEMENT

1888872 02/17/99 1247PM  
 MONIKA TODD CLK&REC MESA COUNTY CO  
 REC FEE \$10.00 SURCHG \$1.00  
 DOCUMENTARY FEE \$EXEMPT

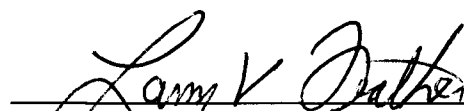
Feather-Medsker-Smith, LTD., a Colorado Limited Partnership, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, 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, water lines, telephone lines, and also for the installation, maintenance, repair and replacement of traffic control facilities, street lighting and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:


Commencing at the Northeast Corner of Lot 1, Stop 'n Save Subdivision, situate in the Southeast ¼ of the Southeast ¼ of Section 5, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 16 at Page 25 in the office of the Mesa County Clerk and Recorder; thence S 89°58'07" W along the North boundary line of said Lot 1 a distance of 14.00 feet to a point; thence S 00°05'26" E a distance of 10.00 feet to the True Point of Beginning;  
 thence S 00°05'26" E along the West boundary line of an existing Multi-Purpose Easement as shown and dedicated on the recorded plat of Stop 'n Save Subdivision a distance of 134.49 feet;  
 thence along the Westerly boundary line of the existing Multi-Purpose Easement as aforesaid, S 13°29'09" W a distance of 38.39 feet;  
 thence leaving said Westerly boundary line, N 00°05'26" W a distance of 171.82 feet to a point on the South boundary line of an existing Utility Easement as shown and dedicated on the recorded plat of Stop 'n Save Subdivision;  
 thence N 89°58'07" E along the South boundary line of the existing Utility Easement as aforesaid a distance of 9.00 feet to the Point of Beginning,  
 containing 1,378.53 square feet as described.

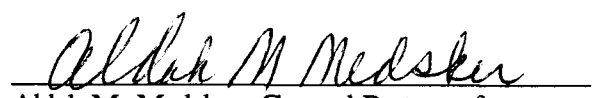
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees 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. 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 structures or any other item or fixture which might be detrimental to the public utilities and facilities situate therein, or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. 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 8 day of February 1999

  
 Larry V. Feather, General Partner of  
 Feather-Medsker-Smith, LTD.

  
 Andrew K. Smith, General Partner of  
 Feather-Medsker-Smith, LTD.

  
 Aldah M. Medsker, General Partner of  
 Feather-Medsker-Smith, LTD.

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 8 day of February, 1998, by Larry V. Feather, Andrew K. Smith and Aldah M. Medsker, General Partners of Feather-Medsker-Smith, LTD., a Colorado Limited Partnership.

My commission expires 12/2/00.

Witness my hand and official seal.

Christine M. Stevens  
Notary Public

