

MAC07BTO

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD: NAME OF PROPERTY	EASEMENT (MULTIPURPOSE)
OWNER OR GRANTOR:	DANIEL MACDONALD
PURPOSE:	D DRAIN IMPROVEMENTS MULTIPURPOSE EASEMENT
ADDRESS:	1228 BONITO AVENUE
PARCEL #:	2945-013-02-005
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF MULTI-PURPOSE EASEMENT

Daniel MacDonald, 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 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 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, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land for a multi-purpose easement located in the Southwest Quarter (SW 1/4) Section 1, 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:

Beginning at the Northwest corner of Lot 5, Block 2, Eagleton Subdivision, as same is recorded in Plat Book 8, Page 4A in the office of the Mesa County Clerk, and considering the West line of said Lot 5 to bear S00°03'10"W, with all bearings herein relative thereto; thence S88°00'18"E, along the North line of said Lot 5, a distance of 60.17 feet to the Northeast corner of said Lot 5; thence S00°03'10"W, along the East line of said Lot 5, a distance of 13.21 feet; thence N89°55'18"W a distance of 60.14 feet to the West line of said Lot 5; thence N00°03'10"E, along the West line of said Lot 5, a distance of 15.22 feet, more or less, to the point of beginning,

Containing 854.79 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. 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 including, but not limited to ingress and egress to the remainder of Grantor's remaining property as depicted upon "**Exhibit A**", 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 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 area.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques.

3. Grantor hereby covenants with Grantee that, 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.

4. If the Project contemplated to be built within the Easement is not constructed or is 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 9 day of April, 2007.

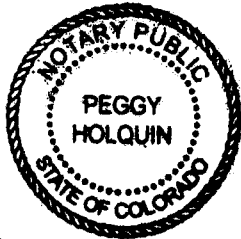
Daniel Mac Donald
Daniel MacDonald

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 9th day of April, 2007 by Daniel Mac Donald.

My commission expires 3.3.09.

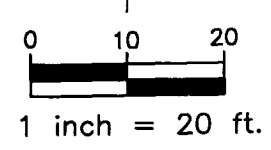
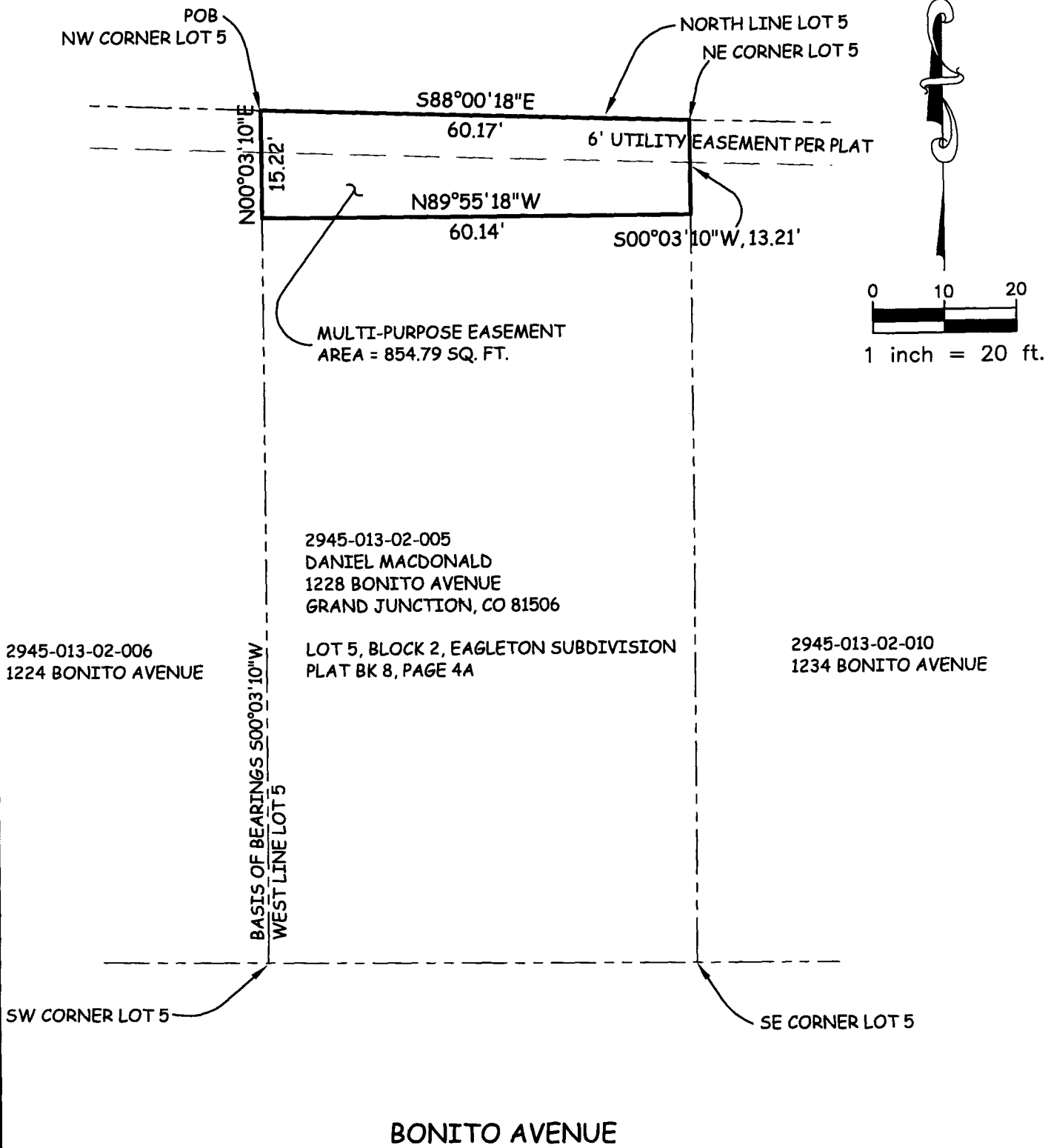
Witness my hand and official seal.



My Commission Expires 03/03/2009

Peggy Holquin
Notary Public

EXHIBIT "A"



MULTI-PURPOSE EASEMENT
AREA = 854.79 SQ. FT.

2945-013-02-005
DANIEL MACDONALD
1228 BONITO AVENUE
GRAND JUNCTION, CO 81506

2945-013-02-006
1224 BONITO AVENUE

LOT 5, BLOCK 2, EAGLETON SUBDIVISION
PLAT BK 8, PAGE 4A

2945-013-02-010
1234 BONITO AVENUE

BONITO AVENUE

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.

<u>ABBREVIATIONS</u>	
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN



DRAWN BY: MG
DATE: 02/27/2007
SCALE: 1" = 20'
APPR. BY: PTK

*D DRAIN IMPROVEMENTS
MULTIPURPOSE EASEMENT*

2945-013-02-005

