

MON04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (MULTI-PURPOSE)**

NAME OF PROPERTY OWNER OR GRANTOR: MONUMENT LITTLE LEAGUE,
INC.

PURPOSE: PERPETUAL EASEMENT FOR THE INSTALLATION,
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITIES
AND APPURTENANCES

ADDRESS: 568 25 ½ ROAD

PARCEL#: 2945-101-00-979

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF MULTI-PURPOSE EASEMENT

Monument Little League, Inc., Grantor, for and in consideration of the sum of Three Thousand Five Hundred Six and 35/100 Dollars (\$3,506.35), 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 perpetual utility easement lying in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of the SW 1/4 NE 1/4 of said Section 10 and assuming the North line of the SW 1/4 NE 1/4 of said Section 10 bears S 89°50'06" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°50'06" E along the North line of the SW 1/4 NE 1/4 of said Section 10, a distance of 30.00 feet to a point on the East right of way for 25-1/2 Road, as same is described in Book721, Page 371, Public Records of Mesa County, Colorado and being the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°50'06" E along the North line of the SW 1/4 NE 1/4 of said Section 10, a distance of 10.81 feet; thence S 00°05'16" W a distance of 659.11 feet, more or less, to a point on the South line of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter (NW 1/4 SW 1/4 NE 1/4) of said Section 10; thence N 89°53'19" W along the South line of the NW 1/4 SW 1/4 NE 1/4 of said Section 10, a distance of 10.47 feet, more or less, to a point on the East right of way of said 25-1/2 Road; thence N 00°03'31" E along said East right of way, being a line 30.00 feet East of and parallel with the West line of the NW 1/4 SW 1/4 NE 1/4 of said Section 10, a distance of 659.12 feet, more or less, to the Point of Beginning.

CONTAINING 7,012.7 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; 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 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 5th day of April, 2004.

Monument Little League, Inc.

Toby Cruz
Toby Cruz, President

Edwin Morris
Edwin Morris, Treasurer

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5 day of April, 2004, by Toby Cruz as President ~~and Edwin Morris as Treasurer~~ for Monument Little League, Inc.

My commission expires: unfuck 22, 2005

Witness my hand and official seal.



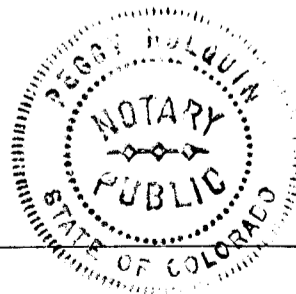
Terri L. Thompson
Notary Public

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of April, 2004, by Edwin Morris, as Treasurer for Monument Little League, Inc.

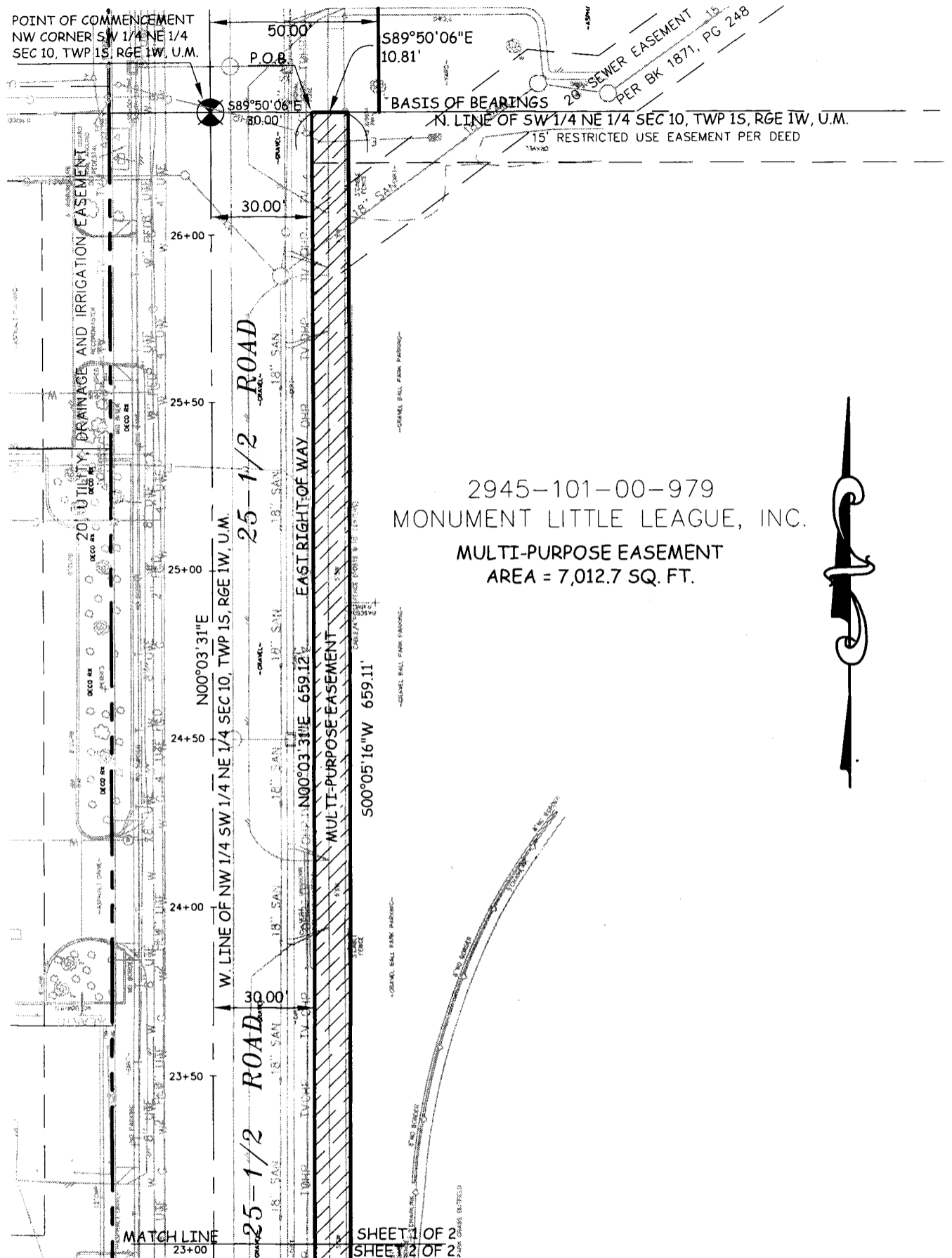
My commission expires: 3.3.05

Witness my hand and official seal.



Peggy Holte
Notary Public

EXHIBIT "A"



2945-101-00-979
 MONUMENT LITTLE LEAGUE, INC.
 MULTI-PURPOSE EASEMENT
 AREA = 7,012.7 SQ. FT.



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.

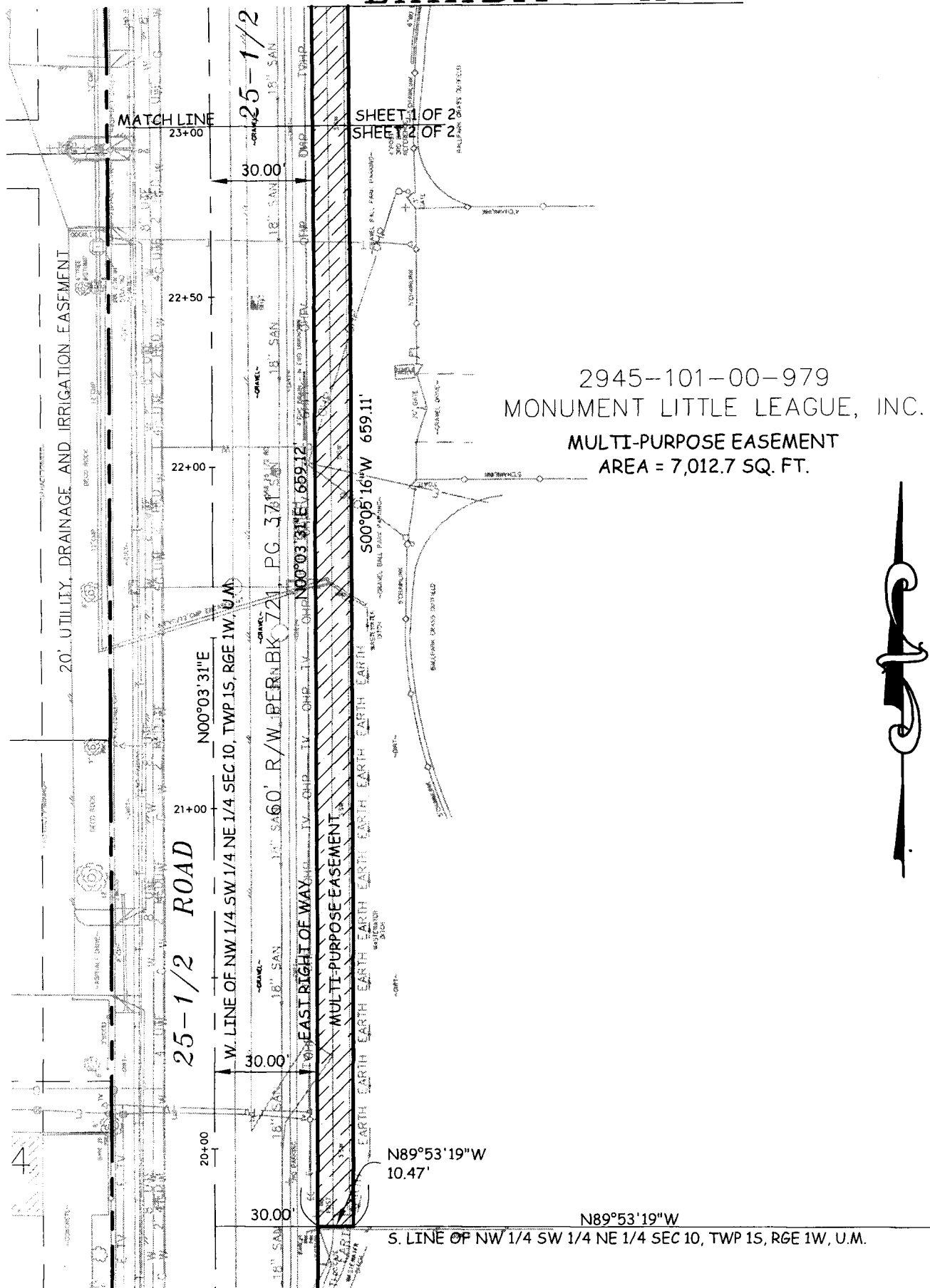
REVISED: 1-21-04
 SHEET 1 OF 2

DRAWN BY: P.T.K.
 DATE: 12-29-2003
 SCALE: 1" = 40'
 APPR. BY: IW

25.5 ROAD
 MULTI-PURPOSE EASEMENT
 MONUMENT LITTLE LEAGUE
 2945-101-00-979

CITY OF
grand junction
 COLORADO
 serving the community together

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 SHEET 2 OF 2

DRAWN BY: P.T.K.
 DATE: 12-29-2003
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 APPR. BY: TW

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