

MPC03SBW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (MULTI-PURPOSE)
NAME OF PROPERTY OWNER OR GRANTOR:	MONUMENT PRESBYTERIAN CHURCH
PURPOSE:	PERPETUAL EASEMENT FOR THE INSTALLATION OF PUBLIC UTILITIES
ADDRESS:	2020 ½ SOUTH BROADWAY
PARCEL NO:	2947-222-00-207
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2003
EXPIRATION:	NONE
DESTRUCTION:	NONE

WHEN RECORDED RETURN TO:

City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

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2152821 10/08/03 0421PM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF MULTI-PURPOSE EASEMENT

Monument Presbyterian Church of Grand Junction Colorado, a Colorado non-profit corporation, 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 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 premises, to wit:

See 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, the said Grantor hereby covenanting with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other items or fixtures which might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantor hereby further covenanting 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.

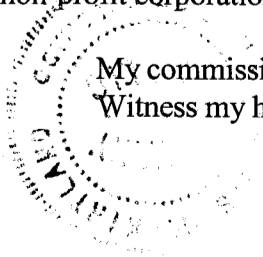
Executed and delivered this 6th day of October, 2003.

Monument Presbyterian Church
of Grand Junction Colorado,
a Colorado non-profit corporation, Grantor:

By: Elaine Haney
Elaine Haney, President of the Corporation

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6th day of October, 2003, by Elaine Haney, President of Monument Presbyterian Church of Grand Junction Colorado, a Colorado non-profit corporation.



My commission expires 4-10-04.
Witness my hand and official seal.

[Signature]
Notary Public

EXHIBIT "A"

EASEMENT DESCRIPTION

A strip of land for a multi-purpose easement situated within Lot 3, Block 134, Cunningham Redlands Subdivision in Section 22, Township 11 South, Range 101 West of the 6th Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the W 1/4 corner of said Section 22, the basis of bearing being N89°48'00"E to the C-W 1/16 corner of said Section 22;
thence N89°48'00"E a distance of 653.25 feet;
thence N01°07'11"W a distance of 30.00 feet to the northerly right-of-way line of E 1/2 Road and the point of beginning;
thence N01°07'11"W a distance of 14.00 feet;
thence N89°48'00"E a distance of 478.34 feet;
thence S00°54'09"E a distance of 14.00 feet to said northerly right-of-way line;
thence S89°48'00"W a distance of 478.29 feet to the point of beginning.
Said strip contains 6,696 square feet, more or less.

Notwithstanding any restriction on Grantor's use of the area within the easement herein granted, Grantor may erect a sign, parking or landscaping improvements within the easement area provided that Grantor timely removes any such improvements at its own expense if removal is required by Grantee in connection with the use of the easement by Grantee. Grantor shall be permitted to replace any improvements which are removed once the need for access to the easement ends subject to Grantee's right to again require removal in case of any future use of the easement. Grantee will attempt to make use of the easement without requiring removal of Grantor's improvements, if possible, and will give Grantor reasonable advance notice to remove improvements prior to making use of the easement. .