

NOW07CTS

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (MULTI-PURPOSE)
NAME OF PROPERTY OWNER OR GRANTOR:	RICHARD R. NOWLIN III
PURPOSE:	COMMERCIAL TIRE SERVICE
ADDRESS:	725 23 ½ ROAD
TAX PARCEL NO.:	2701-323-00-095
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

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

RECEPTION #: 2394334, BK 4485 PG 128 08/03/2007 at
09:47:15 AM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Rich, Mesa County, CO CLERK AND RECORDER

GRANT OF MULTI-PURPOSE EASEMENT

Richard R. Nowlin III, Grantor, whose address is 3164 William Drive, Grand Junction, CO, 81503, 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, 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:

Commencing at the Northeast corner of the Northeast Quarter Southwest Quarter of Section 32, Township 1 North, Range 1 West, Ute Meridian whence the Southeast corner of the Northeast Quarter Southwest Quarter of said Section 32 bears S00°05'19"W a distance of 1322.27 feet for a basis of bearings, with all bearings contained herein relative thereto; thence S00°05'19"W 1123.88 feet along the East line of the Northeast Quarter Southwest Quarter of said Section 32; thence N89°54'35"W 55.00 feet to the Point of Beginning; thence S00°05'19"W 198.40 feet to a point on the South line of the Northeast Quarter Southwest Quarter of said Section 32; thence N89°54'34"W 14.00 feet along said South line of the Northeast Quarter Southwest Quarter of Section 32; thence N00°05'19"E 184.40; thence N89°54'35"W 590.72 feet to a point on the West line of the Southeast Quarter Northeast Quarter Southwest Quarter of said Section 32; thence N00°04'36"E 14.00 feet along said West line of the Southeast Quarter Northeast Quarter Southwest Quarter of said Section 32; thence S89°54'35"E 604.72 feet to the Point of Beginning.

Containing 0.25 acres 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. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement 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. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features, curbs, gutter, utilities, signs, lighting, art, or similar improvements typically located in Easement areas.

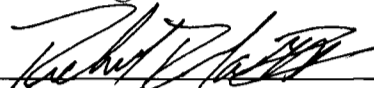
2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantor hereby covenants with Grantee 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. Grantee shall indemnify Grantor against and hold him harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the Multi-Purpose Easement 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 1 day of August, 2007.


Richard R. Nowlin III

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 1st day of August, 2007 by Richard R. Nowlin III.

My commission expires 10/29/2009.

Witness my hand and official seal.



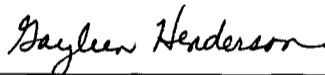

Notary Public

EXHIBIT A

Blue Star Park
Simple Subdivision
Book 3578, Page 545

SW Corner
NE 1/4 SW 1/4 (SW 1/16)
Section 32
T1N, R1W, UM
PLS 16413

Hirons Family LLC
735 23 1/2 Road
2701-323-00-094

N00°04'36"E 198.40' 14'

NW Corner
NW 1/4 SW 1/4 (W 1/4)
Section 32
T1N, R1W, UM
MCSM-Illegible

1379.92'

S89°59'01"E 2639.83'

North line of the SW 1/4

POINT OF COMMENCEMENT

West line of the
SE 1/4 NE 1/4 SW 1/4

Hirons Family LLC
735 23 1/2 Road
2701-323-00-094

S89°54'35"E 604.72'

N89°54'35"W 590.72'

POINT OF BEGINNING

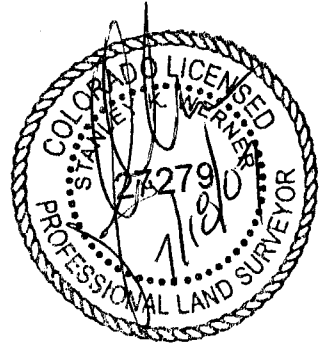
0.25 ACRES

Richard R. Nowlin
725 23 1/2 Road
2701-323-00-095
Book 4187, Pages 668 & 669

South line of the NE 1/4 SW 1/4

N89°54'34"W 659.68'

Peggy Himes
Book 3908, Page 476
2701-323-00-056



SE Corner
NE 1/4 SW 1/4 (SE 1/16)
Section 32
T1N, R1W, UM
PLS 24943

N00°05'19"E 184.40'
S00°05'19"W 198.40'

2 1/2 Road

1123.88'

Basis of Bearings
East line of the NE 1/4 SW 1/4
1322.77'

NE Corner
NE 1/4 SW 1/4 (C 1/4)
Section 32
T1N, R1W, UM
MCSM #1286-1

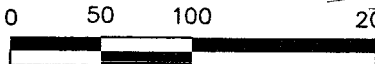
WDM Corporation
Book 1928, Pages 231 & 232
2701-324-00-097

JimBob Ventures II, LLC
724 23 1/2 Road
2701-324-00-035

High Desert Surveying, LLC

1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Tele: 970-254-8649 Fax: 970-240-0451

SCALE: 1" = 100'



PROJ. NO. 06-216		Drawn	APP'D	SHEET	OF
July 17, 2007		skw	skw	1	1