

RYA09RED

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF PROPERTY
OWNER OR GRANTOR: MARK JOSEPH RYAN

PURPOSE: REDSTONE VETERINARY CLINIC
MULTIPURPOSE EASEMENT

ADDRESS: 2582 F ROAD

PARCEL #: 2945-034-43-001

CITY DEPARTMENT: PUBLIC WORKS AND PLANNING

YEAR: 2009

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF MULTI-PURPOSE EASEMENT

Mark Joseph Ryan, Grantor, whose address is 2582 Patterson Road, Grand Junction, Colorado 81505, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, irrigation and 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:

An easement across Lot 1, Redstone Business Park, the plat of which is recorded at Reception No. 1790346, situated in the SE1/4 SE1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a point on the west line of said Lot 1, whence the southwest corner of said Lot 1 bears South 00°08'19" West, a distance of 11.00 feet;
Thence along the west line of said Lot 1, North 00°08'19" East, a distance of 14.00 feet;
Thence South 89°55'03" East, a distance of 173.77 feet to the east line of said Lot 1;
Thence along said east line, South 00°13'17" West, a distance of 14.00 feet;
Thence North 89°55'03" West, a distance of 173.75 feet to the Point of Beginning.

Containing 2432.63 square feet (0.0558 acres), more or less as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

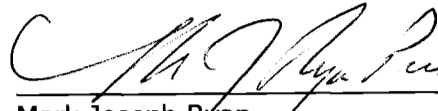
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming 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. 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 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.

Executed and delivered this 19th day of MARCH, 2009.



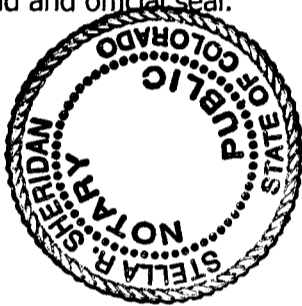
Mark Joseph Ryan


State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 19th day of March, 2009, by Mark Joseph Ryan.

My commission expires 5-8-10.

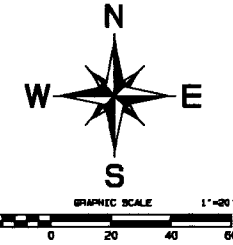
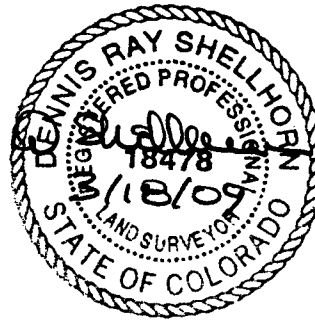
Witness my hand and official seal.





Notary Public

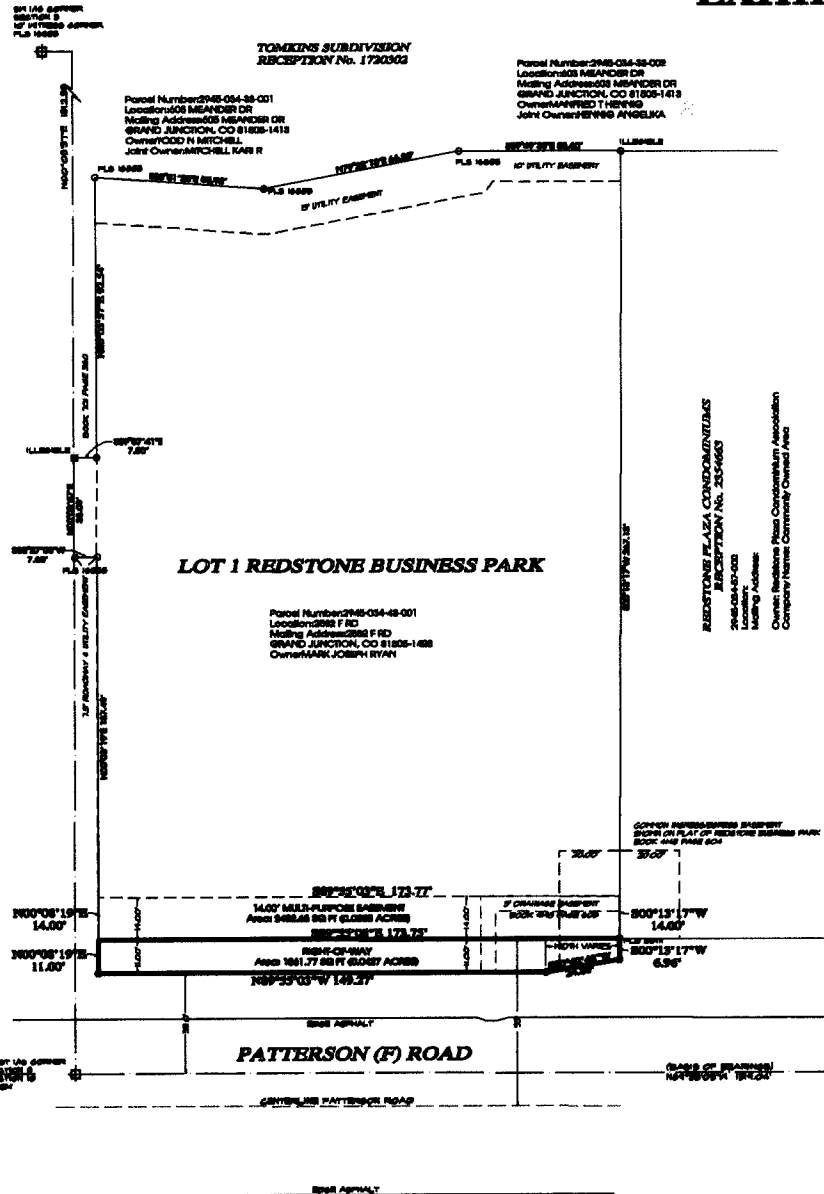
EXHIBIT A



BASE OF BEARING STATEMENT: Bearings are based on grid north of the Texas County Local Coordinate System, locally determined by GPS observations of the brass cap Mesa County survey marker on the base one-eighth corner on the north line of Section 10 and the brass cap Mesa County survey marker at the northeast corner of Section 10. The measured bearing of this line is S84°00'00" E. Lead wire is as expressed in U.S. Survey Feet.

- LEGEND**
- ◆ FOUND PLS BRASS MONUMENT
 - ◻ FOUND PLS ALUMINUM MONUMENT
 - FOUND ALUMINUM MONUMENT AS NOTED
 - FOUND REBAR & CAP AS NOTED
 - SET IN REBAR/CAP PLS 10476
- LINE/TYPE LEGEND**
- SECTION LINES

- LIST OF ABBREVIATIONS - NOTE: NOT ALL ABBREVIATIONS ON THIS LIST APPEAR ON THIS SKETCH**
- | | |
|---|---|
| N: NORTH | SAN: SANITATION |
| S: SOUTH | DIS: DISTRICT |
| U.S.: UNITED STATES | U.S.: UNITED STATES |
| DEPT.: DEPARTMENT | DEPT.: DEPARTMENT |
| SQ FT: SQUARE FEET | SQ FT: SQUARE FEET |
| ALPH: ALPHABET | GPS: GLOBAL POSITIONING SYSTEM |
| MPL: MULTI-PURPOSE LAND SURVEY | MPL: MULTI-PURPOSE LAND SURVEY |
| BLM: BUREAU OF LAND MANAGEMENT | BLM: BUREAU OF LAND MANAGEMENT |
| INC: INCORPORATED | INC: INCORPORATED |
| IRRS: IRRIGATION | IRRS: IRRIGATION |
| PLS: PUBLIC LAND SURVEY SYSTEM | PLS: PUBLIC LAND SURVEY SYSTEM |
| PLS: PROFESSIONAL LAND SURVEYOR | PLS: PROFESSIONAL LAND SURVEYOR |
| SEC: SECTION NUMBER | SEC: SECTION NUMBER |
| REC. NO.: MESA COUNTY CLERK'S DOCUMENT RECEPTION NUMBER | REC. NO.: MESA COUNTY CLERK'S DOCUMENT RECEPTION NUMBER |
| MESA: MESA COUNTY SURVEY MARKER | MESA: MESA COUNTY SURVEY MARKER |
| HOA: HOMEOWNERS' ASSOCIATION | HOA: HOMEOWNERS' ASSOCIATION |
| MLT: MORE THAN ONE | MLT: MORE THAN ONE |
| L: LINE | L: LINE |
| C: CURVE | C: CURVE |
| R: RADIUS | R: RADIUS |
| FEET | FEET |



This sketch is a graphical representation of a written description and is provided for information only. It is not to be relied upon for inventory or title matters. It is not intended to be a legal document and does not replace, correct or supersede the attached recorded description.

This survey was conducted without benefit of an abstract or current title commitment. Evidence of title, easements of record, rights-of-way, adoptions, and encumbrances affecting the property reviewed and considered part of the survey are noted herein. There may exist other documents, both recorded and unrecorded, that would affect title to the parcel.

SKETCH FOR DESCRIPTION
REDBSTONE VETERINARY HOSPITAL

RIVERCITY CONSULTANTS

Integrated Design Solutions

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Grand Junction, CO 81505
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www.rivercityconsultants.com

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