

SCI02BKA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: UTILITY EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: COLORADO WEST SENIOR CITIZENS, INC., A
COLORADO NON-PROFIT CORPORATION, GRANTOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 999 BOOKCLIFF
AVENUE, BLOCK 2, NORTH MONTEREY PARK, MONTEREY PARK APARTMENTS

PARCEL NO.: 2945-111-14-977

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Foundation for Senior Citizens, Inc., a Colorado Non-Profit Corporation, Grantor, for and in consideration of the sum of One Hundred Fifty-Seven and 50/100 Dollars (\$157.50), 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, for the use and benefit of Grantee and for the use and benefit of the Public Utilities, to the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of electric and telecommunications facilities on, along, over, under, through and across the following described parcels of land, to wit:

A certain perpetual easement lying in the Southeast Quarter of the Northeast Quarter (SE¹/₄ NE¹/₄) of Section 11, 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 Northeast corner of Block 2, Plat of North Monterey Park, as same is recorded in Plat Book 9, Page 91, Public Records of Mesa County, Colorado, and considering the North line of the Southeast Quarter of the Northeast Quarter (SE¹/₄ NE¹/₄) of Section 11, Township 1 South, Range 1 West, Ute Meridian, to bear N 89°57'58" W with all bearings contained herein being relative thereto; thence N 89°57'58" W along the North line of said Block 2, a distance of 150.00 feet to the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, S 00°02'02" W a distance of 7.00 feet; thence N89°57'58"W along a line 7.00 feet South of and parallel with the North line of said Block 2, a distance of 5.00 feet; thence N 00°02'02" E a distance of 7.00 feet to a point on the North line of said Block 2; thence S 89°57'58" E along said North line, a distance of 5.00 feet, more or less, to the Point of Beginning.

Containing 35.0 square feet (0.0008 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 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, 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that Grantees' utilization of the herein described Easement shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant the herein described 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 30th day of May, 2002.

Foundation for Senior Citizens, Inc.,
a Colorado Non-Profit Corporation

By:

Richard Livingston
President

Attest:

Robert C. Reece
Vice President

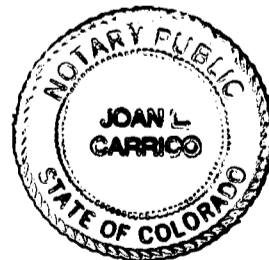
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of May, 2002, by Richard Livingston, President, and attested to by Robert C. Reece, Vice President, of Foundation for Senior Citizens, Inc., a Colorado Non-Profit Corporation.

My commission expires: _____

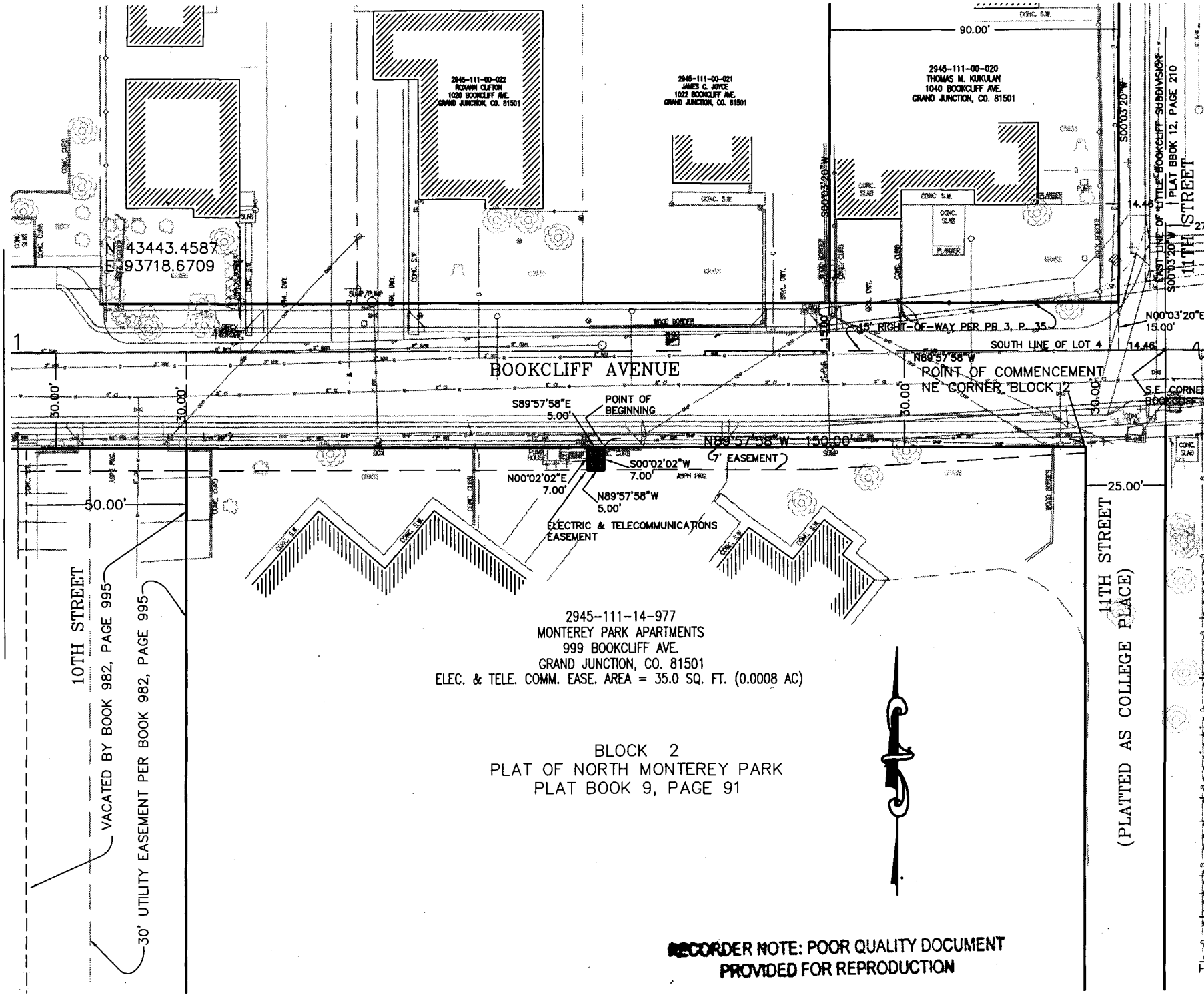
Witness my hand and official seal.

Joan L. Garrico
Notary Public



My Commission Expires
October 24, 2002

EXHIBIT "A"



NE CORNER SE 1/4
NE 1/4 SEC 11, TWP 1S
RGE 1W, UTE MERIDIAN

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.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION

RIGHT-OF-WAY DESCRIPTION MAP
BOOKCLIFF AVENUE
MONTEREY PARK APARTMENTS
2945-111-14-977

DRAWN BY: P.I.K.
DATE: 12-18-2001
SCALE: 1" = 40'
APPR. BY: TW
FILE NO: 1054.DWG