

SCI09SNF

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (MULTI-PURPOSE)
NAME OF PROPERTY OWNER OR GRANTOR:	STERLING CRANE, INC.
PURPOSE:	STERLING CRANE REZONE AND STORAGE YARD
ADDRESS:	2220 SANFORD DRIVE
TAX PARCEL NO.:	2701-313-06-004
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF MULTI-PURPOSE EASEMENT

Sterling Crane, Inc., a Delaware corporation, Grantor, whose address is 6015 West 56th Avenue, Arvada, Colorado 80002, 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:

A ten foot wide easement across Lot 4 Block 1 of SWD Subdivision, the plat of which is recorded at Reception No. 1256271 of the Mesa County records, County of Mesa, State of Colorado; said easement being more particularly described as follows:

Beginning at the most southwesterly corner of Lot 4;
Thence North 90°00'00" East, a distance of 11.37 feet;
Thence North 28°26'12" West, a distance of 28.83 feet;
Thence North 27°52'30" West, a distance of 509.00 feet to the northerly line of said Lot 4
Thence North 89°32'34" West, a distance of 11.36 feet;
Thence South 27°52'30" East, a distance of 514.44 feet;
Thence South 28°26'12" East, a distance of 23.46 feet to the Point of Beginning.

Containing 5,379 square feet (0.124 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 Easements.
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 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 February, 2009.

Sterling Crane, Inc.,
a Delaware corporation,

By: [Signature]
Robin C.S. Bailey, Vice President

Province of Alberta

~~State of Colorado~~)

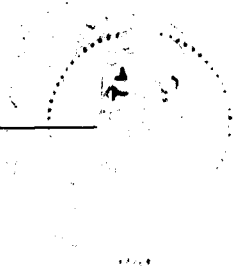
Canada)ss.

~~County of Mesa~~)

The foregoing instrument was acknowledged before me this 5th day of February, 2009, by Robin C.S. Bailey, Vice President, Sterling Crane, Inc., a Delaware corporation.

My commission expires at the pleasure of the Lieutenant Governor in Council
Witness my hand and official seal.

[Signature]
Robert Allan Farmer
Notary Public



EASEMENT EXHIBIT

Lot 3

2701-313-06-003
STERLING CRANE, INC.
Book-4399 Page-317

N89°32'34"W
11.36'

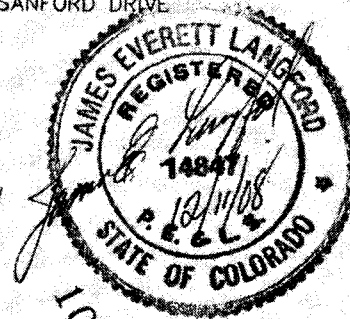
N89°32'34"W

NORTH LINE LOT 4

Apparent Drainage &
Detention Easement Shown
on Subdivision Plat

LOT 4
BLOCK 1
SWD SUBDIVISION

2701-313-06-004
STERLING CRANE INC.
2220 SANFORD DRIVE



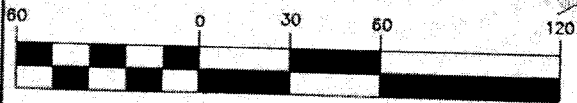
Sanford Drive

N27°52'30"W
509.00'

10'
MULTI-PURPOSE
EASEMENT
5379 S.F.

2701-313-05-013
CEDAR LODGE PARTNERSHIP

S27°52'30"E
514.44'



(IN FEET)
1 inch = 60 ft.

S28°26'12"E
23.46'

N28°26'12"W
28.83'

POINT OF
BEGINNING

N90°00'00"E
11.37'