

SCO055TH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (STREET LIGHT)
NAME OF PROPERTY OWNER OR GRANTOR:	SCOTTY INVESTMENTS, LLP
PURPOSE:	PERPETUAL EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A STREET LIGHT
ADDRESS:	457 S 5 TH STREET
PARCEL NO:	2945-143-39-022
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

2275067 BK 3991 PG 48-50
09/14/2005 09:21 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

3 PAGE DOCUMENT

GRANT OF STREET LIGHT EASEMENT

Scotty Investments, LLP, a Colorado Limited Liability Partnership, Grantor, for and in consideration of the sum of Ten and 00/00 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, for the use of Grantee and for the use of the Public Utilities, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of a street light together with facilities appurtenant thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual utility easement located in Lot 17, Block 147, City of Grand Junction 2nd Division Resurvey as recorded in Plat Book 2, Page 37, Mesa County, Colorado public records, lying in the Southwest Quarter (SW 1/4) of Section 14, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

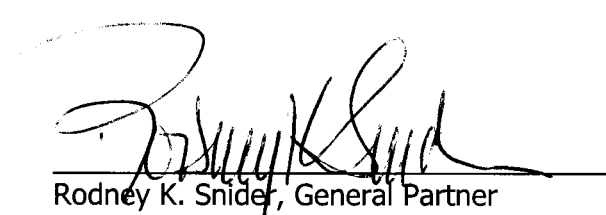
Commencing at the Northeast corner of said Lot 17 and assuming the Westerly right of way line of South 5th Street to bear S00°01'22"W with all bearings contained herein relative thereto, thence S00°01'22"W along the Westerly right of way of said South 5th Street a distance of 5.00 feet to the Point of Beginning; thence S00°01'22"W continuing along the Westerly right of way of said South 5th Street a distance of 5.00 feet; thence N89°58'38"W a distance of 5.00 feet; thence N00°01'22"E along a line being 5.00 feet West of and parallel with the Westerly right of way of said South 5th Street a distance of 5.00 feet; thence S89°58'38"E a distance of 5.00 feet returning to the Westerly right of way of said South 5th Street and the Point of Beginning.

CONTAINING 25.0 Square Feet, 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 considerations 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 structures or any other item or fixture which might be detrimental to the street light and appurtenant facilities situate therein, or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through, and across the Easement area.
2. Grantee agrees that Grantee's 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 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.

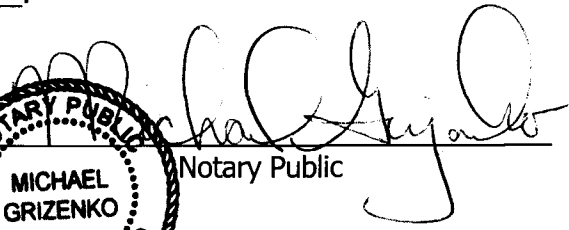
Executed and delivered this 13th day of SEPTEMBER, 2005.


Rodney K. Snider, General Partner

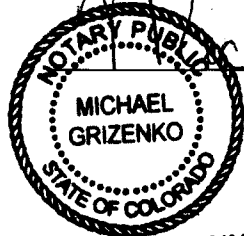
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 13TH day of SEPTEMBER, 2005, by Rodney K. Snider, General Partner, Scotty Investments, LLP, a Colorado Limited Liability Partnership.

My commission expires 10/09/2007.
Witness my hand and official seal.

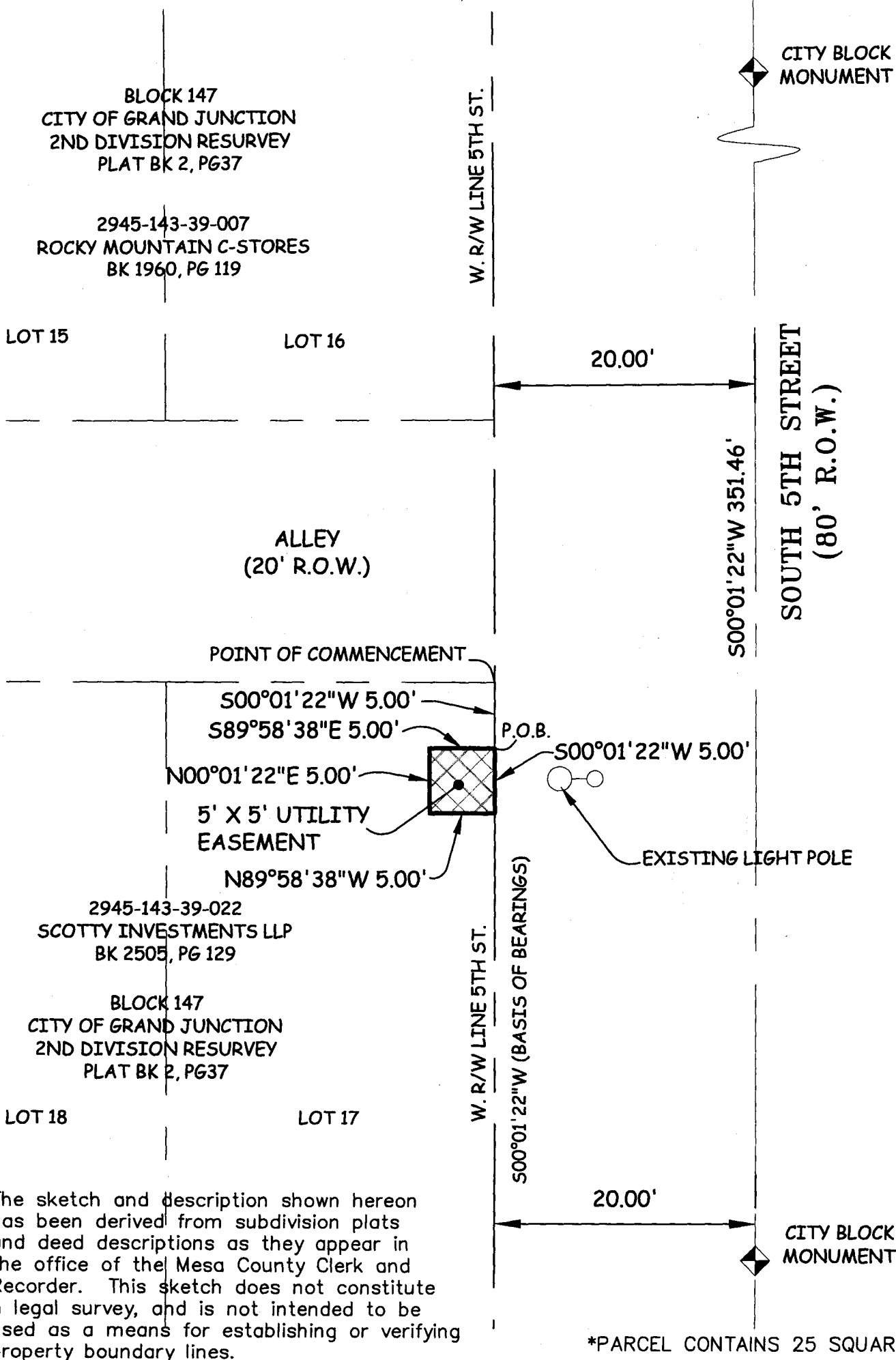


Notary Public



My Commission Expires 10/09/2007

EXHIBIT "A"



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.

*PARCEL CONTAINS 25 SQUARE FEET

DRAWN BY: T.L.P.
DATE: 09-13-05
SCALE: 1" = 20'
APPR. BY: P.T.K.

UTILITY EASEMENT

2945-143-39-022

