

SMF99PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: FEATHER-MEDSKER-SMITH, LTD, PARTNERSHIP

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MULTI-PURPOSE EASEMENT,  
NORTH OF PATTERSON ROAD AND WEST OF 24 ROAD, LOT 1, STOP N SAVE SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1888870 02/17/99 1247PM  
MONIKA TODD CLERK REC MESA COUNTY CO  
REC FEE \$10.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Feather-Medsker-Smith, LTD., a Colorado Limited Partnership, Grantor, 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 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 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, water lines, telephone lines, and also for the installation, maintenance, repair and replacement of traffic control facilities, street lighting and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

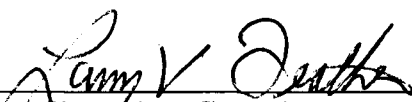
Commencing at the Southwest Corner of Lot 1, Stop 'n Save Subdivision, situate in the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 16 at Page 25 in the office of the Mesa County Clerk and Recorder; thence N 02°06'24" E along the West boundary line of said Lot 1 a distance of 14.00 feet to a point which is the intersection of the West boundary line of said Lot 1 with the North boundary line of an existing Multi-Purpose Easement as shown on the recorded plat of Stop 'n Save Subdivision, said point being the True Point of Beginning; thence N 02°06'24" E along the West boundary line of said Lot 1 a distance of 5.00 feet; thence leaving the West boundary line of said Lot 1, N 89°32'07" E a distance of 222.31 feet to a point of curvature on the southeasterly boundary line of said Lot 1; thence along the southeasterly boundary line of said Lot 1, 8.92 feet along the arc of a non-tangent curve concave to the northwest, having a radius of 95.69 feet, a central angle of 05°20'34", and a long chord bearing S 55°29'43" W a distance of 8.92 feet to a point which is the intersection of the southeasterly boundary line of said Lot 1 with the North boundary line of the existing Multi-Purpose Easement as aforesaid; thence S 89°32'07" W along the North boundary line of said existing Multi-Purpose Easement a distance of 215.14 feet to the Point of Beginning, containing 1,092.73 square feet as described.

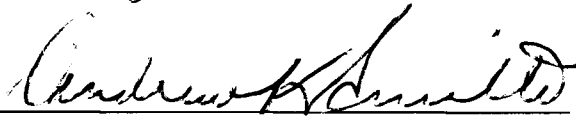
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees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

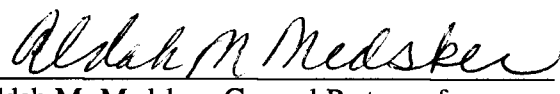
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the public utilities and 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. 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 8 day of February, 1998

  
Larry V. Feather, General Partner of Feather-Medsker-Smith, LTD.

  
Andrew K. Smith, General Partner of Feather-Medsker-Smith, LTD.

  
Aldah M. Medsker, General Partner of Feather-Medsker-Smith, LTD.

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 8th day of January, 1998 by Larry V. Feather, Andrew K. Smith and Aldah M. Medsker, General Partners of Feather-Medsker-Smith, LTD., a Colorado Limited Partnership.

My commission expires 12/2/00.

Witness my hand and official seal.

Christine M. [Signature]  
Notary Public

