

STE88PAT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: THE STERLING CO., A COLORADO CORPORATION BY: STERLING T. SMITH (PRESIDENT)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PATTERSON ROAD EASEMENT SE CORNER 24 1/2 TO 25 ROAD PARCEL NO. 2945-091-00-118, PARCEL NOS. PE-101, PE-101A, AND PE-101B

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1988

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1490063 DBC EXEMPT 03:33 PM
JUL 06, 1988 E.SAWYER, CLK&REC MESA CTY, CO**AGREEMENT FOR SLOPES AND UTILITIES EASEMENTS**

PROJECT: PATTERSON ROAD RECONSTRUCTION
24 1/2 ROAD to 25 ROAD

PROPERTY: A tract of land located in a part of the NW 1/4 NE 1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:
Beginning at the N 1/4 corner of said Section 9, thence North 89°49'30" East along the North line of the NE 1/4 of said Section 9 a distance of 430.00 feet,
thence South 00°02'22" West 247.81 feet,
thence South 89°49'30" West 430.00 feet to a point on the West line of the NW 1/4 NE 1/4 of Section 9,
thence North 00°02'22" East 247.81 feet to the Point of Beginning,
subject to rights of way for road and utility purposes granted to the City of Grand Junction over the north 31,070 square feet thereof.

LOCATION: SOUTHEAST CORNER - 24 1/2 ROAD AND PATTERSON ROAD

PARCEL NOS: PE-101, PE-101A and PE-101B

This Agreement is entered into as of the 6th day of July, 1988, by The Sterling Co., a Colorado corporation, whose address is P.O. Box 756, Grand Junction, Colorado 81502 ("Grantor"), as the owner of the above-described property (the "Property"), and the City of Grand Junction, Colorado, a municipal corporation, whose address is 250 North 5th Street, Grand Junction, Colorado 81501 (the "City").

WHEREAS, in the installation and construction of street improvements for the above-designated street (the "Project"), the City needs slopes and utilities easements over and across a portions of the Property more particularly identified on the attached Exhibit A as parcels PE-101, PE-101A and PE-101B (the "Easement Parcels").

NOW, THEREFORE, IT IS AGREED:

1. Grant of Easement. For the consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor grants to the City non-exclusive slopes and utilities easements (the "Slopes and Utilities Easements") relating to the Project for the installation, maintenance, and repair of utility lines and connections.

2. Termination of Easements. The Slopes and Utilities Easements shall be perpetual, except that they may be terminated by Grantor upon a material breach of this Agreement by the City that is not cured within 30 days of Grantor's sending written notice by certified mail to the City at the above address.

3. Surface Damage. It is not the City's intent to disturb the existing surface of the Property; however, if the surface of the Property or the Easement Parcels is disturbed by the City's construction or repair, or by other activities of the Project, it shall be returned as nearly as practicable to its original condition, or better, at the City's sole expense.

4. Indemnification. The City agrees to indemnify and hold Grantor harmless from any and all losses, claims (including mechanic's lien claims), costs and expenses, including reasonable attorneys' fees, arising out of or relating to the City's use of the Easement Parcels or the City's construction, repair, or other activities.

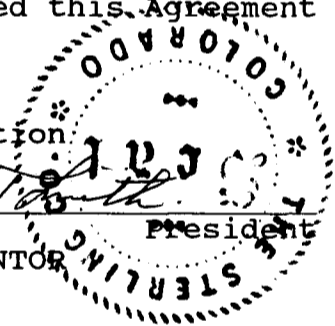
5. City to Maintain Insurance. The City agrees to maintain workmen's compensation insurance and property and casualty insurance for injury to persons or damage to properties, arising out of the City's use of the Easement Parcels or the City's construction, repair, or other activities on the Property or the Easement Parcels.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

THE STERLING CO.,
a Colorado corporation

By: *Sterling South*
President
GRANTOR



APPROVED:

Tim Woodmansee
Tim Woodmansee,
City Property Agent
for the City of Grand
Junction, Colorado

CITY

STATE OF COLORADO)
) SS:
COUNTY OF MESA)

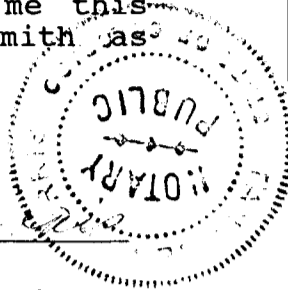
The foregoing instrument was acknowledged before me this 6 day of July, 1988, by Sterling T. Smith as President of The Sterling Co., a Colorado corporation.

Witness my hand and official seal.
My commission expires:

My Commission Expires April 27, 1992

Jana Jean Morris
Notary Public

*617 Fortee
Grand Jct. Co 81504*



STATE OF COLORADO)
) SS:
COUNTY OF MESA)

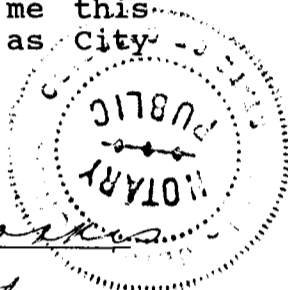
The foregoing instrument was acknowledged before me this 6 day of July, 1988, by Tim Woodmansee as City Property Agent for the City of Grand Junction, Colorado.

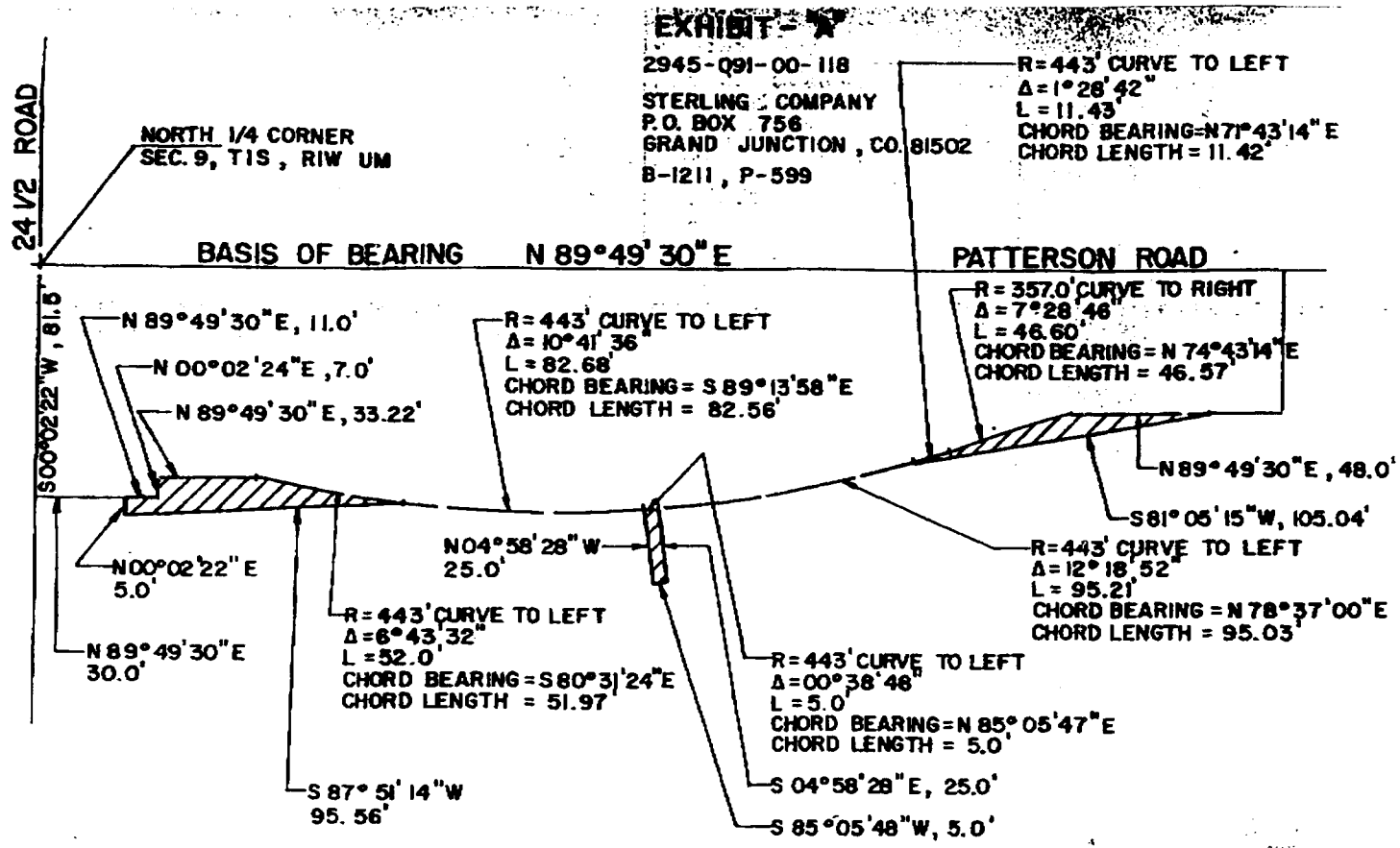
Witness my hand and official seal.
My commission expires:

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Jana Jean Morris
Notary Public

*617 Fortee
Grand Jct Co
81504*





AREA = 662.2 SQ. FT.
PE IOI

AREA = 125.0 SQ. FT.
PE IOI A

AREA = 414.3 SQ. FT.
PE IOI B

PERMANENT EASEMENT FOR UTILITIES TOTAL AREA = 1201.5 SQ. FT.

ROW DESCRIPTION MAP	CITY OF GRAND JUNCTION, ENG. DEPT.
PARCEL NO. _____	
APPROVED _____	
DATE _____	PATTERSON ROAD - 24 1/2 Rd. TO 25 Rd.