

SWP98SHW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: BEN HILL, MANAGING MEMBER, SHERWOOD PARK PLAZA, LLC

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 1, SHERWOOD PARK MINOR SUBDIVISION, SOUTH SHERWOOD DRIVE AND NORTH 1ST STREET, UTILITY EASEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1861764 08/26/98 1253PM  
MONIKA TODD CLK&REG MESA COUNTY CO  
REG FEE \$15.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Sherwood Park Plaza, LLC, a Colorado limited liability company, 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 given and granted and by these presents does hereby give and grant unto the City of Grand Junction, 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 Public Utilities Easement for the installation, operation, maintenance, repair and replacement of public utilities, on, along, over, under, through and across the following described parcel of land, to wit:

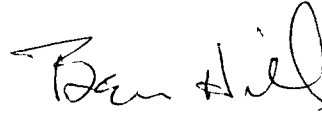
Commencing at the Southeasternmost Corner of Lot 1, Sherwood Park Minor Subdivision, situate in the Southwest 1/4 of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 15 at Page 110 in the office of the Mesa County Clerk and Recorder; thence N 44°45'22" E along the easterly boundary line of said Lot 1 a distance of 76.56 feet; thence leaving said easterly boundary line and along the boundary line of an existing utility easement, N 48°56'48" W a distance of 10.39 feet; thence N 44°45'22" E along the boundary line of said existing utility easement a distance of 13.00 feet to the True Point of Beginning; thence N 61°07'59" W a distance of 105.78 feet to a point on the east boundary line of an existing Multi-Purpose Easement; thence N 00°06'00" W along the east boundary line of said existing Multi-Purpose Easement a distance of 11.43 feet; thence leaving said boundary line, S 61°07'59" E a distance of 114.16 feet to a point on the westerly boundary line of an existing utility easement; thence S 44°45'22" W along the westerly boundary line of said existing utility easement a distance of 10.40 feet to the Point of Beginning, containing 1,099.66 square feet as described herein and depicted on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment, to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Utilities 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 Utilities 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 herein granted shall not be burdened or overburdened by the installation thereon of structures or any other fixture or facility which might damage the utilities within said Easement or which might prevent reasonable ingress and egress for workers and equipment, on, along, over, under, through and across said Easement.
2. Grantee agrees that the work and act of installing, maintaining, repairing and replacement utilities within said 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 defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 21 day of August, 1998.

Sherwood Park Plaza, LLC  
a Colorado limited liability company



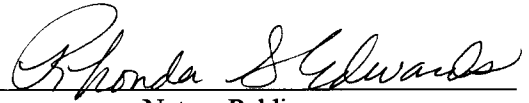
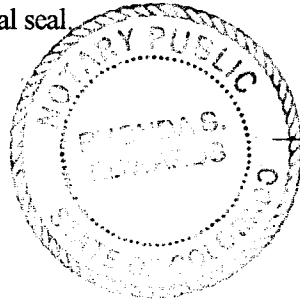
Ben Hill, Managing Member

State of Colorado     )  
                                  )ss.  
County of Mesa        )

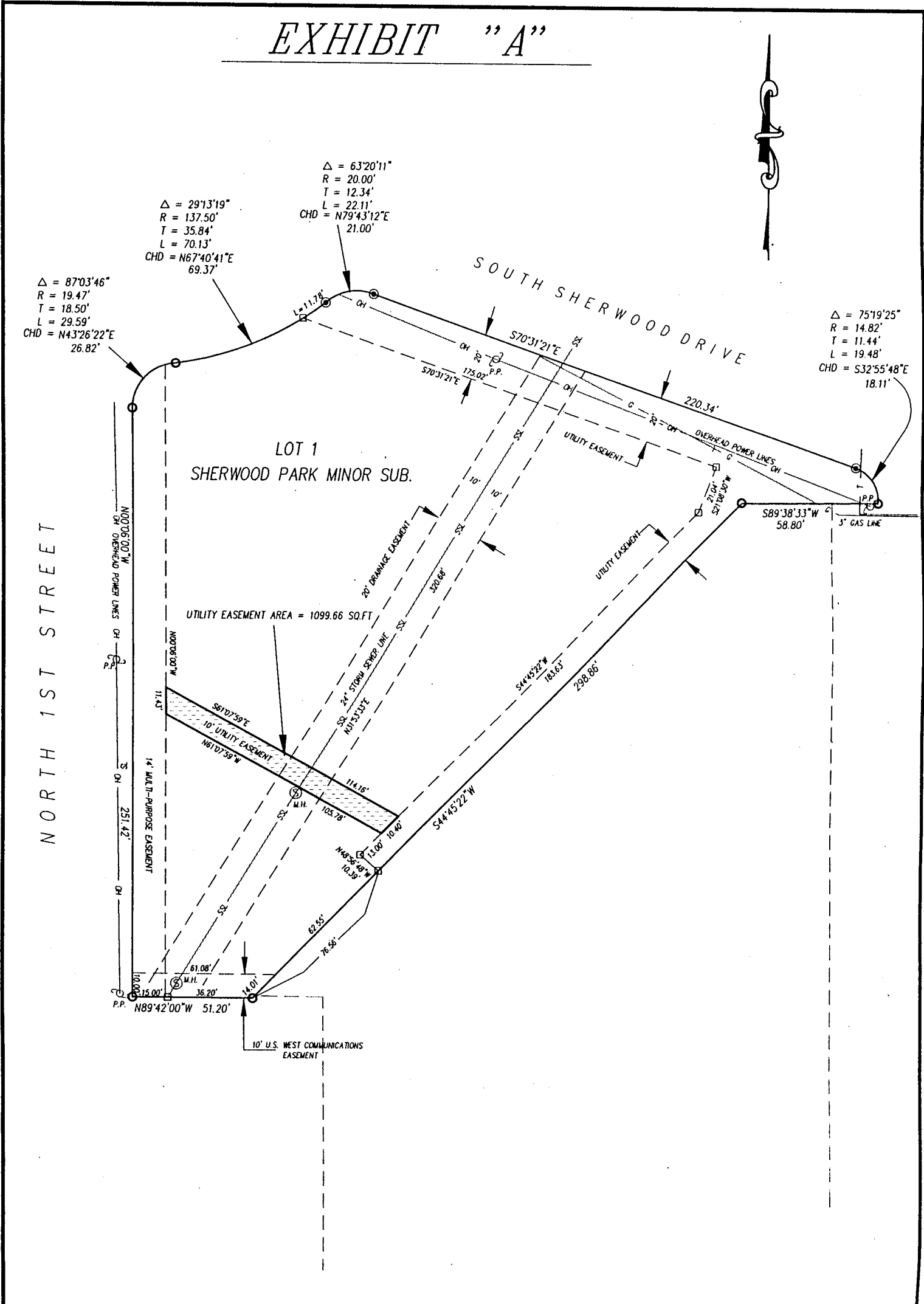
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 1998,  
by Ben Hill, Managing Member of Sherwood Park Plaza, LLC, a Colorado limited liability company.

My commission expires: Sept. 20, 2001

Witness my hand and official seal.

  
Notary Public

# EXHIBIT "A"



DRAWN BY: SRP  
 DATE: 07-16-98  
 SCALE: 1" = 50'  
 APPR. BY: IW  
 FILE NO: LOT1NEW.DWG

**EASEMENT DESCRIPTION MAP**  
 LOT 1, SHERWOOD PARK MINOR SUB.  
 NEW UTILITY EASEMENT

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION