## TIM0524R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF PROPERTY

OWNER OR GRANTOR: TIMBERLINE BANK, INC.

PURPOSE: MULTI-PURPOSE EASEMENT

ADDRESS: 633 24 ROAD

PARCEL NO: 2945-054-00-071

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2005

EXPIRATION: NONE

DESTRUCTION: NONE

Grand Junction, CO 81501

WHEN RECORDED RETURN TO: City of Grand Junction Real Estate Division 250 North 5<sup>th</sup> Street 2279515 BK 4010 PG 242-244 10/07/2005 10:43 AM Janice Ward CLK%REC Mesa County RecFee \$15.00 Surcha \$1.00

DocFee EXEMPT

## **GRANT OF MULTI-PURPOSE EASEMENT**

Timberline Bank, Inc., a Colorado Corporation, 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 approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water 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:

An easement for multi-purpose utility purposes across a parcel of land described in an instrument recorded in Book 3815 at Page 307 of the Mesa County records, situated in the NE1/4 SE1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; said easement being more particularly described as follows:

Beginning at a point on the West line of said parcel of land, whence the Northwest corner bears North 00°02'00" East, a distance of 1.00 feet;

Thence 1.00 feet south of and parallel with the North line of said parcel of land,

South 89°37'00" East, a distance of 151.33 feet;

Thence South 44°47'30" East, a distance of 19.40 feet;

Thence South 00°02'00" West, a distance of 277.31 feet;

Thence South 46°36'30" West, a distance of 18.81 feet to the South line of said parcel of land;

Thence North 89°37'00" West, a distance of 151.34 feet to the Southwest corner of said parcel of land;

Thence along the West line of said parcel of land, North 00°02'00" East, a distance of 14.00 feet;

Thence 14.00 feet north of and parallel with the South line of said parcel of land,

South 89°37'00" East, a distance of 145.80 feet;

Thence North 46°36'30" East, a distance of 7.16 feet;

Thence North 00°02'00" East, a distance of 265.51 feet;

Thence North 44°47'30" West, a distance of 7.85 feet;

Thence North 89°37'00" West, a distance of 145.47 feet to the West line of said parcel of land;

Thence North 00°02'00" East, a distance of 14.00 feet to the Point of Beginning.

Containing 0.191 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 a ssigns 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, the said Grantor hereby covenanting 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 facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantor hereby further covenanting with Grantee that Grantor has good title to the aforedescribed premises; 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.

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E	executed and	d delivered this	7 m	day of _	October		, 2005.
Attest:						Bank, Inc., corporation	
By /	L			Ву	Preside	nt	
State of County	Colorado of Mesa	) )ss. )		V	V		Ma
_Octob	W	ng instrument v , 2005, by resident and att	Jeffrey	4. Tal	12		day of
a Colora	do corporati	as	VF	•			e Bank, Inc.,
My commission expires: $5-13-09$ Witness my hand and official seal.							
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