

TOR08CLX

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

EASEMENT

NAME OF PROPERTY
OWNER OR GRANTOR:

MANUEL TORRES

PURPOSE:

UTILITY EASEMENT AT TORRES MACHINE
SHOP

ADDRESS:

2253 COLEX DRIVE

PARCEL #:

2701-314-18-002

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2008

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

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GRANT OF EASEMENT

Manuel Torres, Grantor, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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, a Perpetual Utility Easement for the installation, operation, maintenance, repair and replacement of utility facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A strip of land for utility purposes situate in the SW 1/4 SE 1/4, Section 31, Township 1 North, Range 1 West, of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, described as follows:

The West 19.00 feet of Lot 2, Block 2, High Desert Commercial Park, recorded in Book 4317 at Page 299 & 300.

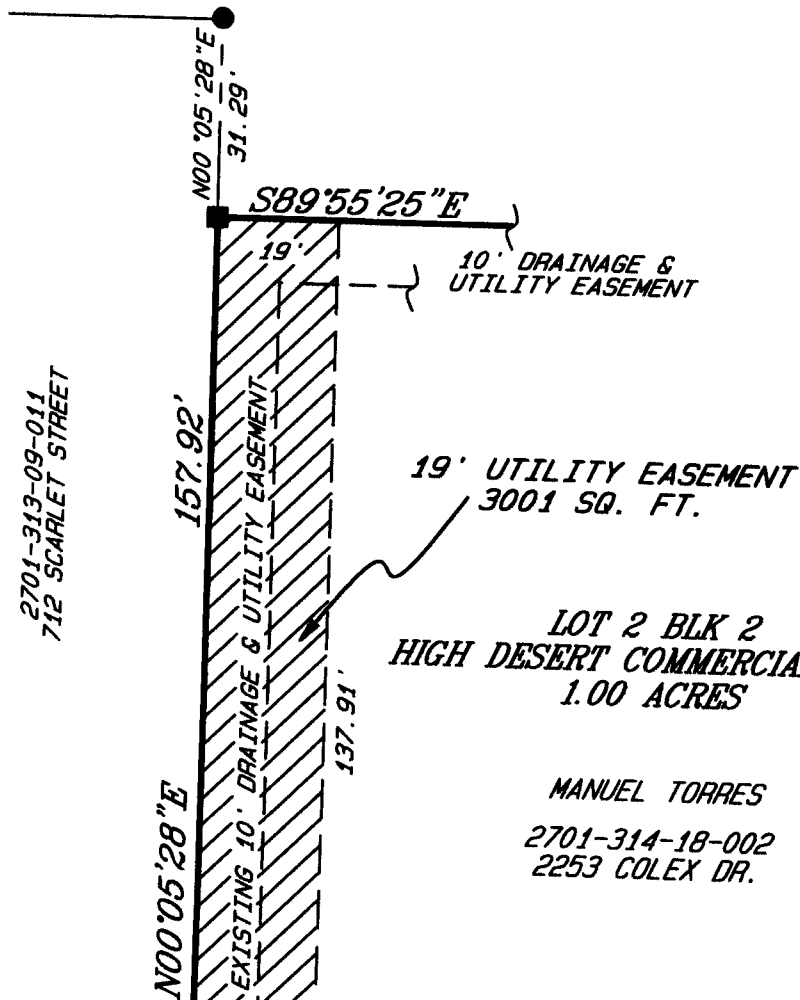
said tract of land contains 3001 square feet as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of perpetual ingress and egress for workers and equipment to survey, improve, 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.

2. Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights

EXHIBIT A



LOT 2 BLK 2
HIGH DESERT COMMERCIAL PARK
1.00 ACRES

MANUEL TORRES
2701-314-18-002
2253 COLEX DR.



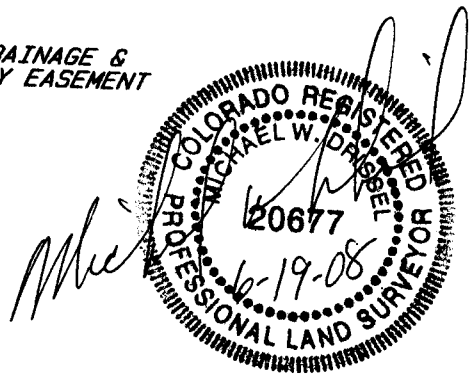
SCALE 1" = 30'

2701-313-09-12
2236 HIGHWAY 6 & 50

2701-313-09-011
712 SCARLET STREET

BASIS OF BEARING FROM: G. V. A. L. C. S.
356.07'

S 1/4 COR.
SEC. 31 T1N, R1W
MCSM #292-1



D H SURVEYS, INC.
970-245-8749
JOB #257-08-11