

WFB08COL

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (ELECTRIC AND TELECOMMUNICATIONS)
NAME OF PROPERTY OWNER OR GRANTOR:	WELLS FARGO BANK
PURPOSE:	ELECTRIC AND TELECOMMUNICATIONS EASEMENT FOR COLORADO AVENUE RECONSTRUCTION
ADDRESS:	302 COLORADO AVENUE
TAX PARCEL NO.:	2945-143-22-024
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Wells Fargo Bank, National Association Grantor, whose address is MAC C7300-120, 1740 Broadway, Denver, Colorado 80274, for and in consideration of the sum of Four Thousand Four Hundred Seventy-Five and 00/100 Dollars (\$4,475.00), 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, for the use and benefit of Grantee and for the use and benefit of the Public Utilities, the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of Electric and Telecommunications facilities not to exceed 5 feet in height from grade level on, along, under, through and across the following described Parcel of land, to wit:

A certain parcel of land located in the Southwest Quarter (SW 1/4) of Section 14, Township One South, Range One West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 32, Block 119, Map of First Division Resurvey, Town of Grand Junction, Colorado as recorded in Plat Book 1, Page 9 of the Mesa County, Colorado public records also being the same as the Northwest corner of the South Half of Block 119, and assuming the Northerly line of the South Half of Block 119 to bear S89°54'32"E with all bearings contained herein relative thereto; thence S89°54'32"E along the Northerly line of the South Half of Block 119 a distance of 91.63 feet to the Point of Beginning; thence S89°54'32"E continuing along the said Northerly line a distance of 20.24 feet; thence S19°01'05"E a distance of 13.73 feet; thence S70°38'45"W a distance of 19.01 feet; thence N19°21'45"W a distance of 20.47 feet returning to the Northerly line of the South Half of Block 119 and the Point of Beginning.

Containing 326 square feet, 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 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.

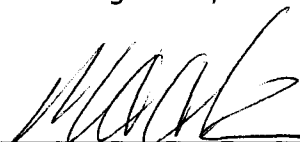
1. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easements.

2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said Electric and Telecommunication improvements shall be performed with due care using commonly accepted standards and techniques without cost to Grantor. Grantee shall not install any permanent improvements that rise above the existing grade or are otherwise inconsistent with Grantor's use of the surface. Grantee shall repair or replace at its expense any and all utilities, improvements, landscaping, and surface material affected by the installation, operation, maintenance, repair, or replacement of the Electric and Telecommunication improvements.

3. Grantor hereby covenants with Grantee it has good title to the above-described Property.
4. Grantee requires this easement for access to an existing electrical transformer located on Grantors property for the installation of electrical and telecommunication lines into the existing box and shall not construct any new structures within the easement except a new meter to track the amount of energy being used.
5. If the Electric and Telecommunication improvements contemplated to be built within the Easement are not constructed or are abandoned, Grantor shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 20th day of March, 2008.

Wells Fargo Bank, National Association

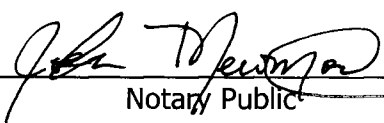
By: 
Ronald K. Mack, Vice President

STATE OF COLORADO)
City & County of Denver) ss.

The foregoing instrument was acknowledged before me this 20th day of March, 2008 by Ronald K. Mack, Vice President, Wells Fargo Bank, National Association on its behalf.

My commission expires 10-1-2011.

Witness my hand and official seal.


Notary Public

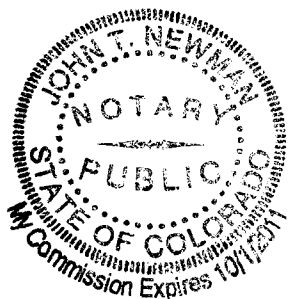
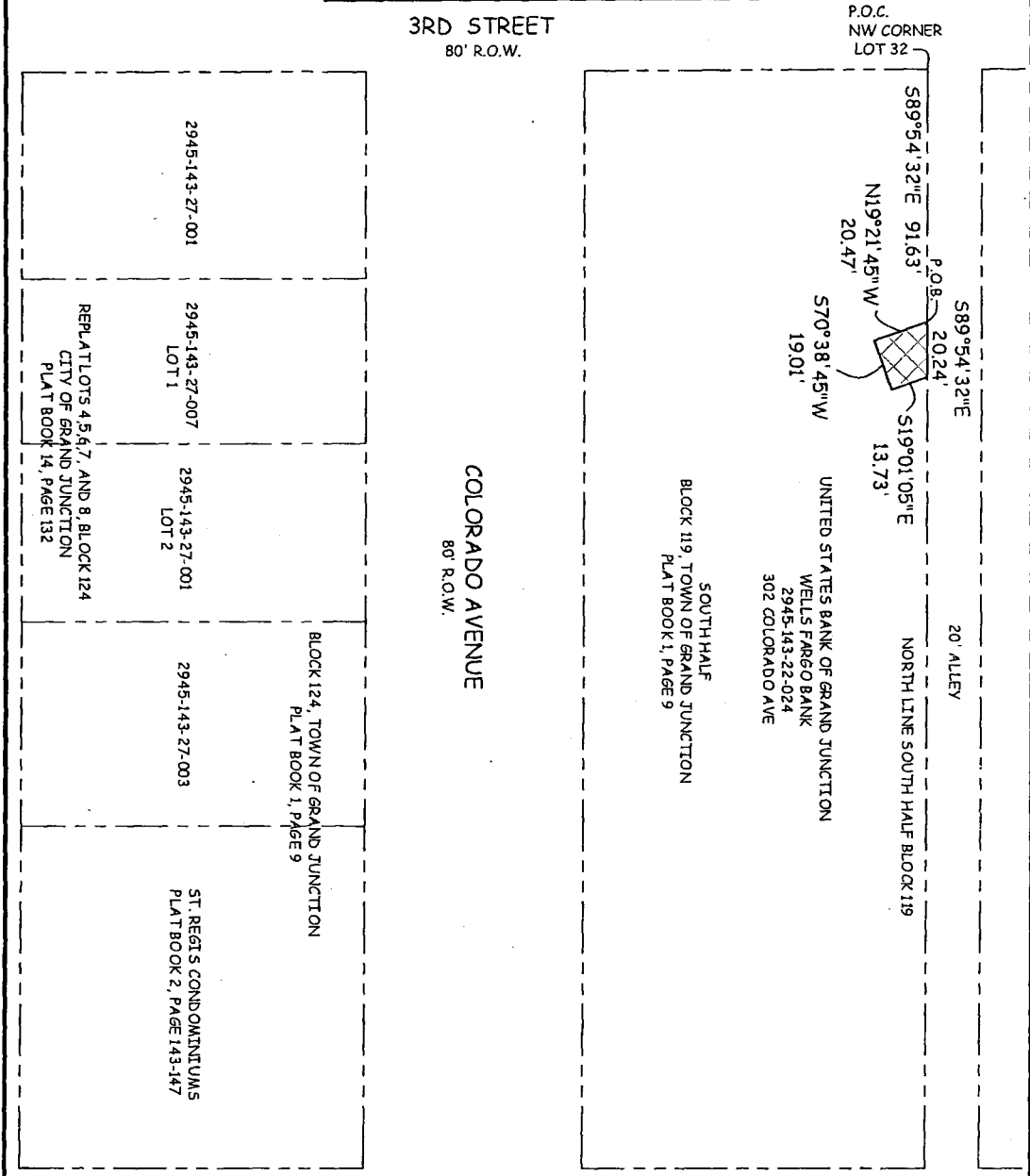
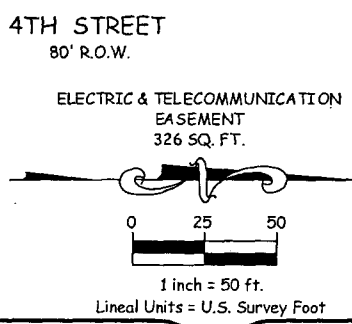


EXHIBIT "A"



ABBREVIATIONS
 R.O.W. RIGHT OF WAY
 SQ. FT. SQUARE FEET
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



DRAWN BY: <u>TLP</u> DATE: <u>3-04-08</u> SCALE: <u>1" = 50'</u> APPR. BY: <u>PTK</u>	COLORADO AVENUE RECONSTRUCTION ELECTRIC & TELECOMMUNICATION EASEMENT UNITED STATES BANK OF GRAND JUNCTION 2945-143-22-024	
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