

ZAN09BOS

TYPE OF RECORD:

PERMANENT

CATEGORY OF RECORD:

EASEMENT

NAME OF PROPERTY

OWNER OR GRANTOR:

ZANCANELLI LAND, LLC.

PURPOSE:

BOSTON'S PARKING EXPANSION
MULTI PURPOSE EASEMENT

ADDRESS:

2408 F ROAD

PARCEL #:

2945-043-04-009

CITY DEPARTMENT:

PUBLIC WORKS AND PLANNING

YEAR:

2009

EXPIRATION DATE:

NONE

DESTRUCTION DATE:

NONE

GRANT OF MULTI-PURPOSE EASEMENT

Zancanelli Land, LLC, a Colorado limited liability company, Grantor, whose address is 454 Main Street, Grand Junction, Colorado 81501, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, irrigation and 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:

A ten foot wide easement across Lot 3A, Replat of Mesa Village Subdivision, situated in the SW1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; said easement lying five feet each side of an existing underground electric line being described as follows:

Beginning at a point on the east line of said Lot 3A, whence a rebar and cap PLS 37049 for the southwest corner of said Lot 3A bears South 00°03'13" East, a distance of 36.76 feet;

Thence South 40°21'26" West, a distance of 11.24 feet;

Thence South 01°48'47" West, a distance of 14.22 feet to the northerly line of an existing 14' multi-purpose easement as described in an instrument recorded in Book 2940 at Page 882, the Point of Termination of the centerline herein described.

Containing 255 square feet, more or less as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

The sidelines of said easement shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

and also;

A ten foot wide easement across Lot 4A, Replat of Mesa Village Subdivision, situated in the SW1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado; said easement lying five feet each side of an existing underground electric line being described as follows:

Beginning at a point on the west line of said Lot 4A, whence a rebar and cap PLS 37049 for the southwest corner of said Lot 4A bears South 00°03'13" East, a distance of 36.76 feet;

Thence North 89°25'03" East, a distance of 101.13 feet;

Thence South 87°34'26" East, a distance of 23.93 feet;

Thence North 29°04'49" East, a distance of 8.25 feet;

Thence North 00°51'54" West, a distance of 108.38 feet to the southerly line of an existing 15' utility easement as shown and dedicated on the Replat of Mesa Village Subdivision, the Point of Termination of the centerline herein described.

Containing 2417 square feet, more or less as described herein and depicted on "**Exhibit B**" attached hereto and incorporated herein by reference.

The sidelines of said easement shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with 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 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 Easement areas.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantor hereby covenants with Grantee it has good title to the herein described premises; that 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.

Executed and delivered this 15th day of April, 2009.

Zancanelli Land, LLC,
a Colorado limited liability company

By:

Randy Gulden
Randy Gulden, Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 15th day of April, 2009, by Randy Gulden, Managing Member for Zancanelli Land, LLC, a Colorado limited liability company.

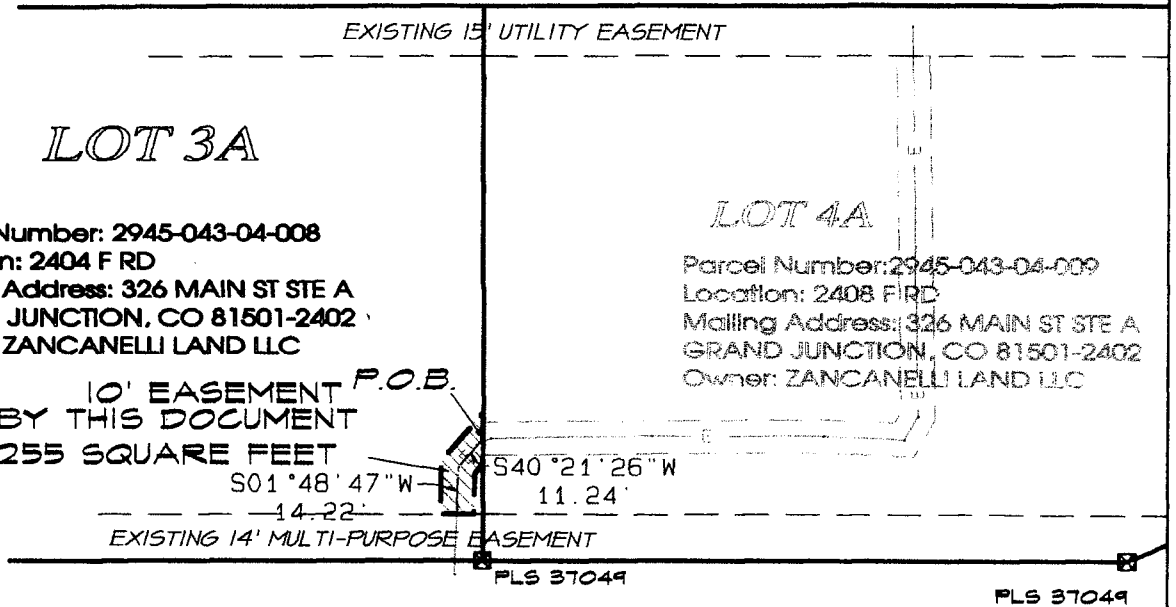
My commission expires 10/29/2009.

Witness my hand and official seal.



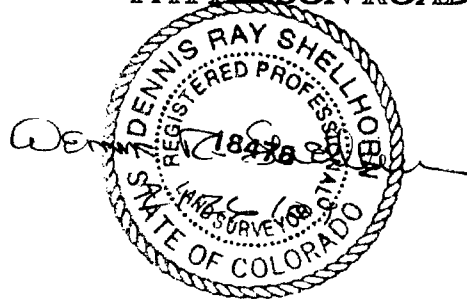
Gayleen Henderson
Notary Public

EASEMENT "EXHIBIT A"



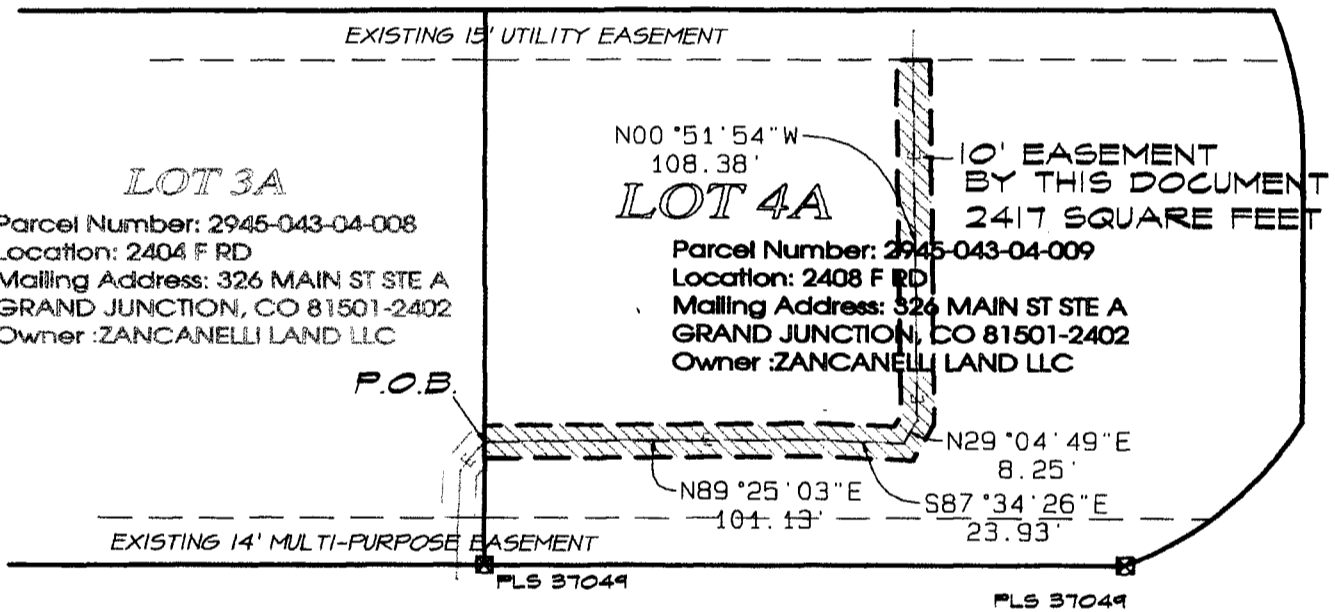
NOT TO SCALE

PATTERSON ROAD



 **Xcel Energy™**
 PUBLIC SERVICE COMPANY

EASEMENT "EXHIBIT B"



NOT TO SCALE

