PAGE DOCUMENT

RECEP #: 2484177, BK 4830 PG 890 04/10/2009 at 04:27:21 PM, 1 OF 4, R \$20.00 S \$1.00 EXEMPT Janice Rich, Mesa County, CO CLERK AND RECORDER

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

Advanced Technologies Industrial Insulation, Inc., A Wyoming Corporation, Grantor, whose address is P.O. Box 51202, Casper, Wyoming 82605, 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:

The East 14.00 feet of Lot 14, Block 1, Minerva Park Subdivision, Grand Junction, Mesa County, CO, as recorded in Plat Book 11, Page 317, Reception 1147627, Mesa County Records.

The above easement contains 0.06 Acres 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 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 30th day of MARCH, 2009.

By:

John Gordon, Vice President

State of Colorado ) )ss. County of Mesa )

The foregoing instrument was acknowledged before me this <u>30<sup>th</sup></u> day of <u>MARCH</u>, 2009, by John Gordon, Vice President, Advanced Technologies Industrial Insulation, Inc., A Wyoming Corporation.

My commission expires 02/03/2016

Witness my hand and official seal.



Notary Public

