

JAR99NOR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: EDWARD JAROS AND CHERYL JAROS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 1, BLOCK 6 OF  
MCMULLIN AND GORMLEY SUBDIVISION, NORTH AVENUE AT 10<sup>TH</sup> STREET

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1886551 02/02/99 0952AM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Edward Jaros and Cheryl Jaros, Grantors, for and in consideration of the sum of Fifty and 00/100 Dollars (\$50.00), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do 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 Easement for the installation, operation, maintenance, repair and replacement of a traffic signal pole, together with devices, facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Lot 1, Block 6 of McMullin & Gormley Subdivision, situate in the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; thence WEST along the South boundary line of said Lot 1 a distance of 24.00 feet to the True Point of Beginning; thence WEST along the South boundary line of said Lot 1 a distance of 3.00 feet; thence leaving said South boundary line, NORTH a distance of 1.50 feet; thence EAST a distance of 3.00 feet; thence SOUTH a distance of 1.50 feet to the Point of Beginning, containing 4.50 square feet as described.

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.

- Grantors 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 Grantors hereby covenant 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 Grantee's facilities or which might act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
- Grantee agrees that the work and act of installing, maintaining, repairing and replacing Grantee's facilities shall be performed with due care using commonly accepted standards and techniques.
- Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they 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 25<sup>th</sup> day of January, 1999.

Edward Jaros  
Edward Jaros

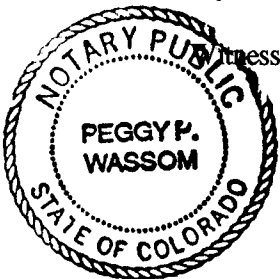
Cheryl Jaros  
Cheryl Jaros

State of Colorado )  
)ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 25 day of Jan., 1999, by Edward Jaros and Cheryl Jaros.

My commission expires: Jan 25, 2000

Witness my hand and official seal.



Peggy P. Wassom  
Notary Public

My Commission expires  
January 25, 2000