

90505STR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	<b>EASEMENT</b>
NAME OF CONTRACTOR:	905 STRUTHERS, LLC
PURPOSE:	PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR COLORADO RIVER WATERLINE REPLACEMENT
SUBJECT/PROJECT:	905 STRUTHERS AVENUE
TAX PARCEL #:	2945-235-18-002
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

2234902 BK 3822 PG 880-882  
01/24/2005 09:59 AM  
Janice Ward CLK&REC Mesa County  
RecFee \$15.00 SurChg \$1.00  
DocFee EXEMPT

**GRANT OF EASEMENT**

905 Struthers, LLC, a Colorado Limited Liability Company, Grantor, for 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 unto the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of water pipeline and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land for a perpetual water line easement lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 23, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of and lying entirely within Lot 2, Jeffryes Simple Subdivision, as same is recorded in Plat Book 18, Page 393, Public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 2, Jeffryes Simple Subdivision and assuming the West line of said Lot 2 bears S 00°24'02" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°24'02" W along the West line of said Lot 2, a distance of 156.33 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 44°45'21" E a distance of 7.05 feet; thence S 00°24'02" W along a line 5.00 feet East of and parallel with the West line of said Lot 2, a distance of 128.05 feet; thence N 89°35'58" W a distance of 5.00 feet to a point on the West line of said Lot 2; thence N 00°24'02" E along the West line of said Lot 2, a distance of 133.02 feet, more or less, to the Point of Beginning.

CONTAINING 652.67 Square Feet, more or less, as described herein and as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Perpetual Easement unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to enter upon said premises, to survey, maintain, operate, install, repair, replace, control and use said Easement and the water pipeline and appurtenances and facilities related thereto, 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 the rights herein granted and which will not interfere with the full use and quiet enjoyment of Grantee's rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the installation or placement of any improvements, structures, items or fixtures 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 area.
2. Grantee's utilization of the above conveyed premises shall be conducted in a reasonable and prudent manner. The work and act by Grantee of installing, maintaining, repairing and replacing said water pipelines and related facilities shall be performed with due care using commonly accepted standards and techniques.

3. Grantor hereby covenants with Grantee that it will warrant and forever defend the above conveyed premises in the quiet and peaceful possession of Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 20 day of JANUARY, 2005.

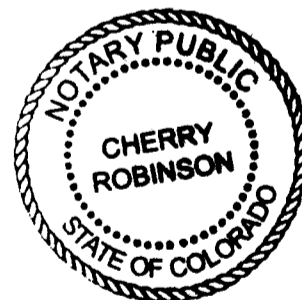
905 Struthers, LLC  
a Colorado Limited Liability Company

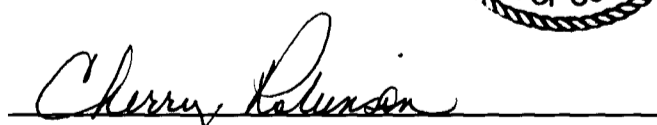
  
James P. Jeffryes, Manager

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 20 day of January, 2005, by James P. Jeffryes, Manager of 905 Struthers, LLC, a Colorado Limited Liability Company.

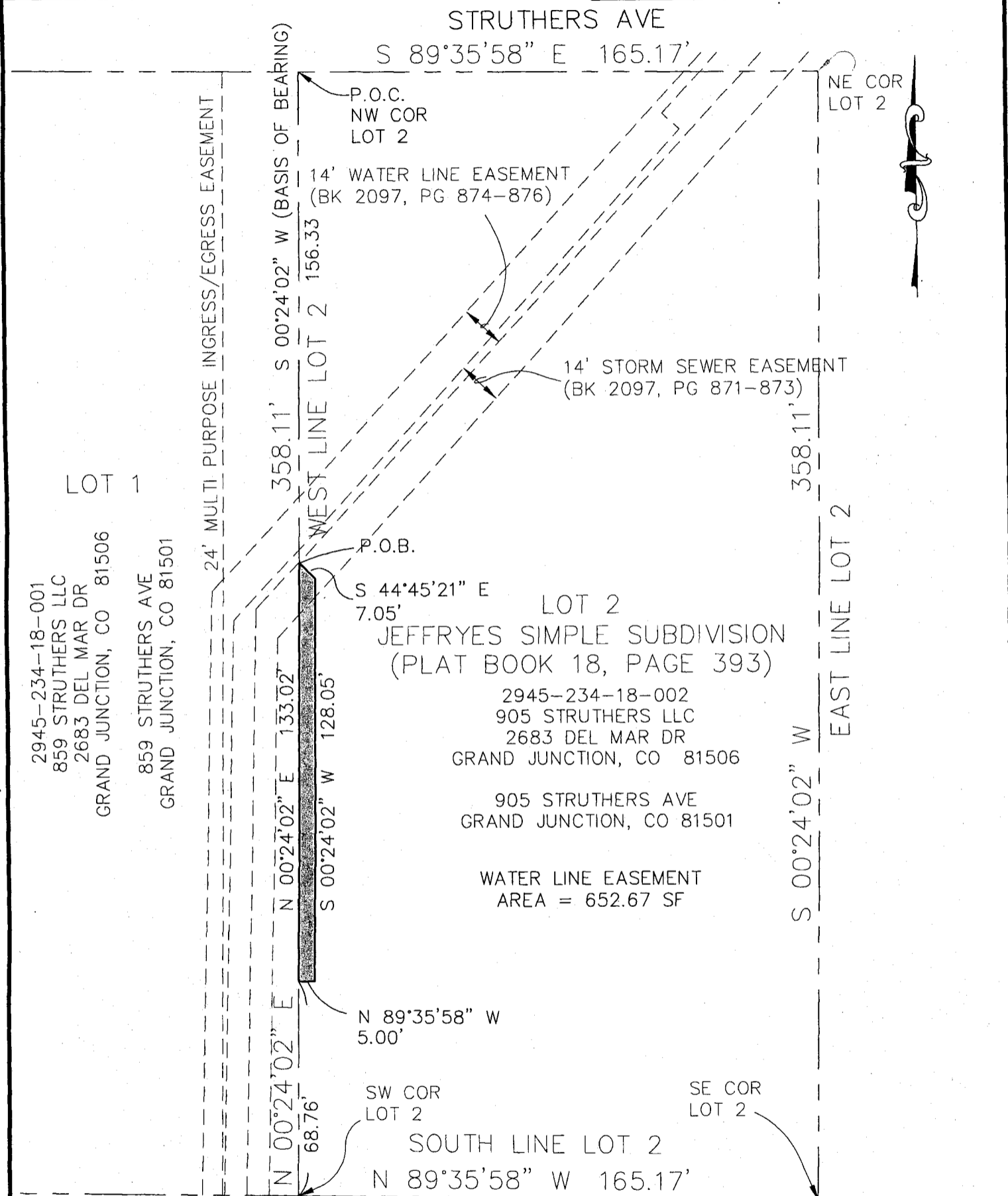
My commission expires: August 29, 2007  
Witness my hand and official seal.



  
Notary Public

Legal description by Peter T. Krick, City of Grand Junction, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501

# EXHIBIT "A"



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 means for establishing or verifying property boundary lines.

DRAWN BY: JCS  
 DATE: 1-20-2005  
 SCALE: 1" = 40'  
 APPR. BY: PH

**PUBLIC WORKS & UTILITIES**  
**ENGINEERING DIVISION**  
**COLORADO RIVER WATER LINE REPLACEMENT**  
**RIGHT-OF-WAY DESCRIPTION MAP**

