

AFW99H50

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: AMERICAN FURNITURE WAREHOUSE, CO, A COLORADO CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRANT OF WATER LINE EASEMENT DATED JUNE 30, 1999, FOR AREA BETWEEN MALDONADO STREET AND HIGHWAY 50 - PARCEL NO. 2945-151-00-111

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1912336 07/21/99 0315PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF WATER LINE EASEMENT

AMERICAN FURNITURE WAREHOUSE, CO, a Colorado corporation, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), 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, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, a twenty (20) foot wide Perpetual Easement for the installation, operation, maintenance, repair and replacement of an underground water pipeline and related facilities, including, but not limited to, valves, valve boxes and fire hydrants, together with the right of ingress and egress for workers and equipment, on, along, over, under, through and across the herein described parcel of land, the side lines of which are parallel with and ten (10) feet on either side of the following described center line, to wit:

Commencing at the North ¼ corner of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the west line of the Northwest ¼ of the Northeast ¼ (NW ¼ NE ¼) of said Section 15 to bear S 00°07'20" E with all bearings contained herein being relative thereto; thence S 00°07'20" E along the west line of the NW ¼ NE ¼ of said Section 15 a distance of 690.00 feet; thence leaving the west line of said NW ¼ NE ¼, S 89°47'16" E along a line which is parallel with the north line of the NW ¼ NE ¼ of said Section 15 a distance of 858.59 feet to the northeast corner of that certain parcel of land for Roadway & Utilities right-of-way purposes described in instrument recorded in Book 2612 at Page 853 in the office of the Mesa County Clerk and Recorder; thence S 00°07'20" E along the east boundary line of said parcel of land for Roadway & Utilities right-of-way purposes a distance of 108.71 feet to the True Point of Beginning center line of the easement herein described;
thence N 89°52'40" E along said center line a distance of 227.83 feet;
thence N 44°52'40" E along said center line a distance of 68.06 feet to a point on the westerly right-of-way line for U.S. Highway 6 & 50 West, said point being the Point of Terminus of said center line, the side lines of said easement to be shortened or lengthened to terminate at the intersecting right-of-way lines.

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, 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.

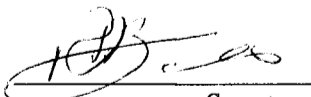
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures which might be detrimental to the facilities of Grantee 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.

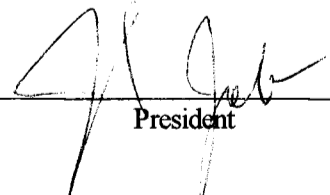
2. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 30 day of JUNE, 1999.

AMERICAN FURNITURE WAREHOUSE, CO
a Colorado corporation

Attest:


Secretary


President

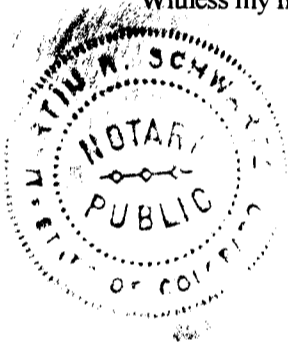


State of Colorado)
)ss.
County of ADAMS)

The foregoing instrument was acknowledged before me this 30 day of JUNE, 1999, by Jake Jabs as President and attested to by Ronald D. Jones as Secretary of AMERICAN FURNITURE WAREHOUSE, CO, a Colorado corporation.

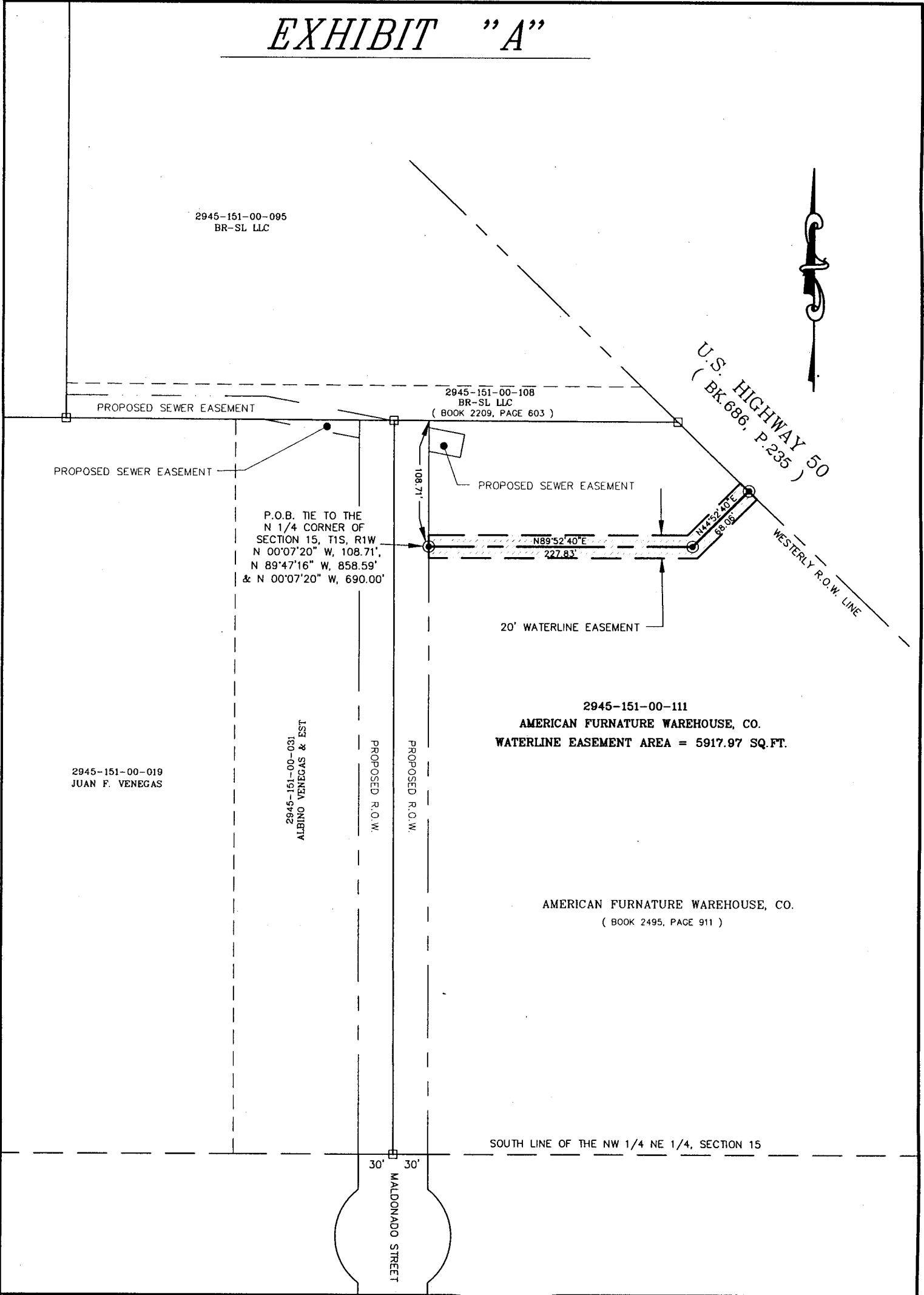
My commission expires: 8-31-2001

Witness my hand and official seal.



Martin A. Schwab
Notary Public

EXHIBIT "A"



DRAWN BY: SRP
 DATE: 6-24-99
 SCALE: 1" = 100'
 APPR. BY: IW
 FILE NO: AMFUR5.DWG

RIGHT-OF-WAY DESCRIPTION MAP
 AMERICAN FURNATURE WAREHOUSE, CO.

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION