

BON03PUR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PERPETUAL EASEMENT FOR THE INSTALLATION,
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF AN
UNDERGROUND WATER PIPELINE AND FACILITIES OF PURDY MESA
LIVESTOCK WATER COMPANY

NAME OF PROPERTY OWNER OR GRANTOR: PAUL L. BONNELL AND
ESTHER E. BONNELL

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): NO
ADDRESS AVAILABLE

PARCEL NO.: 3201-012-00-063

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

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

Book 3276 Page 563
2103965 02/18/03 1154AM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Paul L. Bonnell and Esther E. Bonnell, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do 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 an underground water pipeline and facilities related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northwest Corner of Section 1, Township 13 South, Range 98 West of the 6th Principal Meridian, County of Mesa, State of Colorado, and considering the West line of the NW ¼ of said Section 1 to bear S 00°13'33" W with all bearings contained herein being relative thereto; thence S 00°13'33" W along the West line of the NW ¼ of said Section 1 a distance of 1041.98 feet; thence leaving said West line, S 89°19'53" E a distance of 33.0 feet to the Northwest corner of Grantor's property as described by instrument recorded in Book 2288 at Page 228 in the office of the Mesa County Clerk and Recorder; thence along the West boundary of Grantor's property, S 00°13'33" W a distance of 90.0 feet to the True Point of Beginning;
thence S 00°13'33" W along the West boundary of Grantor's property a distance of 30.0 feet;
thence leaving said West boundary, S 89°46'27" E a distance of 45.0 feet;
thence N 00°13'33" E a distance of 30.0 feet;
thence N 89°46'27" W a distance of 45.0 feet to the Point of Beginning.

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. 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 the rights herein granted unto the Grantee and which will not interfere with the full use and quiet enjoyment of Grantee's 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, items or fixtures which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement area.
2. Grantee agrees that the work and act of installing, maintaining and repairing said water pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques.
3. 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 14 day of Feb, 2003.

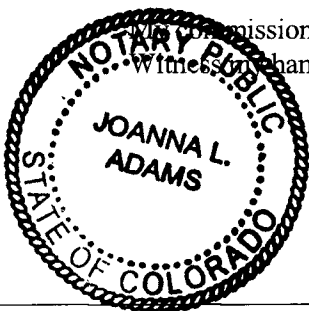
Paul L. Bonnell
Paul L. Bonnell

Esther E. Bonnell
Esther E. Bonnell

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 14 day of Feb, 2003, by Paul L. Bonnell and Esther E. Bonnell.

My commission expires: 8-8-06
Witness my hand and official seal.



Joanna L. Adams
Notary Public