CJB99NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: CYNTHIA J. BUZZELL AND CORNELIA ANN AYCOCK, GRANTORS

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PARCEL NO. 2945-141-05-022, 1015 NORTH AVENUE. TRAFFIC SIGNAL EASEMENT 10TH AND NORTH AVENUE INTERSECTION SIGNALIZATION

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CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

3 PAISE DOCLAMENT

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GRANT OF EASEMENT

1909051 06/29/99 1256Ph Monika Todd Clk&Rec Mesa County Co RecFee \$15.00 SurChg \$1.00 Documentary Fee \$Exempt

Cynthia J. Buzzell and Cornelia Ann Aycock, Grantors, for and in consideration of the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00), 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:

Beginning at the Northwest Corner of Lot 1, Block 2, City of Grand Junction, situate in the NW 1/4 NE 1/4 Section 14, City of Grand Junction, thence N 90° 00' 00" E a distance of 9.00 feet; thence S 00° 00' 00" E a distance of 3.00 feet, thence S 90° 00' 00" W a distance of 9.00 feet; thence N 00° 00' 00" W a distance of 3.00 feet to the Point of Beginning; containing 27.00 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 hererin.

- 1. Grantors shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is consistent 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.
- 2. 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.
- 3. Grantors hereby covenants with Grantee that they have good title to the aforedescribed 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.

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Executed and delivered this	11 ±	day of June	_, 1999.
Executed and delivered this		_ day of	_, 1999.

<u>e</u>ll Cynthia J. Buzzell

ornelia Unn Aycock ornelia Ann Aycock

State of Alabania) State of Marle) ss.

The foregoing instrument was acknowledged before me this <u>//</u> day of <u>June</u>, 1999, by Cynthia J. Buzzell. My Commission Expires 56.2001

My commission expires:

Witness my hand and official seal.

Notary Pub

State of alamas) ss. County of Wilderk)

The foregoing instrument was acknowledged before me this $\underline{//}$ day of $\underline{Junt/}$, 1999, by Cornelia Ann Aycock.

My Commission Expires 5-6-2001

My commission expires: _

Witness my hand and official seal.

Notary Pub

