

ELI0229R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: ELECTRIC & TELECOMMUNICATIONS EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: DAVID ROY ELLIOTT AND  
DEBORAH JEAN ELLIOTT

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 515  
29 ROAD - LOT 18 OF BLOCK 2 OF EPPS SUBDIVISION

PARCEL NO.: 2943-074-11-015

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## GRANT OF ELECTRONIC AND TELECOMMUNICATIONS EASEMENT

David Roy Elliott and Deborah Jean Elliott, as Joint Tenants, Grantors, for and in consideration of the sum of Forty-Five and 00/100 Dollars (\$45.00), 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, for the use and benefit of Grantee and for the use and benefit of the Public Utilities, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of Electric and Telecommunications facilities on, along, over, under, through and across the following described parcel of land, to wit:

A tract or parcel of land for Electric and Telecommunication Easement purposes, situate in the Southeast  $\frac{1}{4}$  (SE  $\frac{1}{4}$ ) of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Commencing at the Southeast Corner of Lot 18, Block 2 of Epps Subdivision, situate in the SE  $\frac{1}{4}$  of said Section 7 as recorded in Plat Book 7 at Page 3 in the office of the Mesa County Clerk and Recorder, and considering east line of the SE  $\frac{1}{4}$  of said Section 7 to bear S 00°03'46" E with all bearings contained herein being relative thereto;

thence S 89°56'20" W along the south boundary line of said Lot 18 a distance of 7.00 feet to the True Point of Beginning;

thence along the south boundary line of said Lot 18 a distance of 3.00 feet;

thence leaving the south boundary line of said Lot 18, N 00°03'46" W a distance of 10.00 feet;

thence N 89°56'20" E a distance of 3.00 feet;

thence S 00°03'46" E a distance of 10.00 feet to a point on the south boundary line of said Lot 18 and the Point of Beginning,

containing 30.00 square feet as described herein and depicted on "Exhibit A" attached hereto and incorporated herein by reference.

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.

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 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, 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 Grantees' utilization of the herein described Easement 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 the herein described 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 10<sup>th</sup> day of SEPTEMBER, 2002.

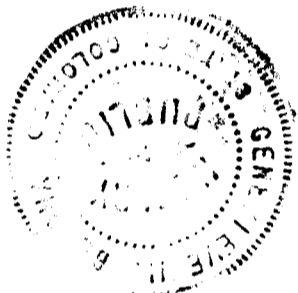
David Roy Elliott  
David Roy Elliott

Deborah Jean Elliott  
Deborah Jean Elliott

State of Colorado )  
                          )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2002, by David Roy Elliott and Deborah Jean Elliott, as Joint Tenants.

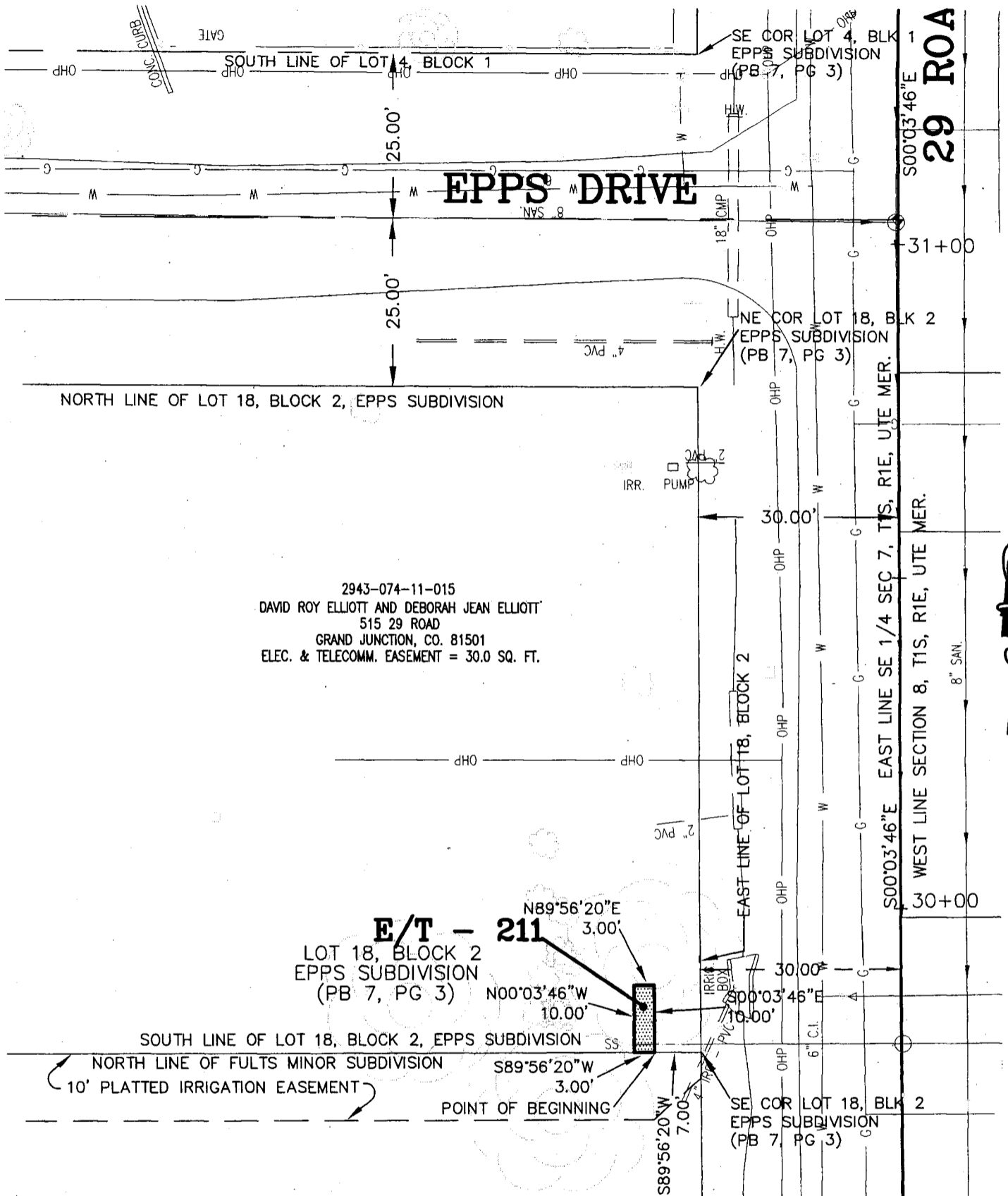
My commission expires: April 4, 2003  
Witness my hand and official seal.



Genevieve M. Blecha  
Notary Public

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# EXHIBIT "A"



2943-074-11-015  
 DAVID ROY ELLIOTT AND DEBORAH JEAN ELLIOTT  
 515 29 ROAD  
 GRAND JUNCTION, CO. 81501  
 ELEC. & TELECOMM. EASEMENT = 30.0 SQ. FT.

**E/T - 211**  
 LOT 18, BLOCK 2  
 EPPS SUBDIVISION  
 (PB 7, PG 3)

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 a means for establishing or verifying property boundary lines.

REVISED: 5-23-2002  
 REVISED: 3-04-2002  
 REVISED: 3-01-2002

DRAWN BY: P.T.K.  
 DATE: 10-23-2001  
 SCALE: 1" = 20'  
 APPR. BY: IW  
 FILE NO: 1040DWG

29 ROAD  
 RIGHT-OF-WAY DESCRIPTION MAP

2943-074-11-015

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION