

HOL05SCR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	PETER G HOLTZ
PURPOSE:	EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ELECTRIC AND TELECOMMUNICATIONS FACILITIES FOR SOUTH CAMP SIDEWALK
ADDRESS:	404 SOUTH CAMP ROAD
PARCEL NO:	2945-183-01-001
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

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

2255343 BK 3903 PG 143-145
 05/23/2005 03:34 PM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$15.00 SurCha \$1.00
 DocFee EXEMPT

GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Peter G. Holtz, Grantor, for and in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does 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, the herein described 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 certain parcel of land for a utility easement located in the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section 18, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado, being a portion of Lot 1, Block 1, Maxwell Subdivision, as same is recorded in Plat Book 11, Page 324 in the office of the Mesa County Clerk and Recorder, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1, Block 1, Maxwell Subdivision, and considering the West line of said Lot 1 to bear N00°15'45"W, with all bearings herein being relative thereto; thence N00°15'45"W, along the West line of said Lot 1, a distance of 47.88 feet to the POINT OF BEGINNING; thence continuing along the West line of said Lot 1 N00°15'45"W, a distance of 10.00 feet; thence N89°44'15"E a distance of 5.0 feet; thence S00°15'45"E, along a line 5.0 feet East of and parallel with, as measured at right angles to, the West line of said Lot 1, a distance of 10.00 feet; thence S89°44'15"W, a distance of 5.0 feet, more or less, to the point of beginning.

Containing 50.00 square feet, more or less, 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. 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 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. Grantor hereby covenants with Grantee that he has good title to the aforescribed premises; that he has good and lawful right to grant the herein described Easement; that he will warrant the title thereof against the lawful claims and demands of all persons claiming by, through or under Grantor.

Executed and delivered this 19th day of May, 2005.


 Peter G. Holtz

State of New Mexico)
) ss.
County of ~~San Miguel~~)
Rio Arriba

The foregoing instrument was acknowledged before me this 19th day of May, 2005, by Peter G. Holtz.



My commission expires 03-04-07.
Witness my hand and official seal.

Maria Z. Biddy
Notary Public

EXHIBIT "A"

SOUTH CAMP ROAD

EXISTING EDGE OF PAVEMENT

BASIS OF BEARINGS N00°15'45"W
WEST LINE LOT 1 MAXWELL-SUBDIVISION

10' UTILITY EASEMENT

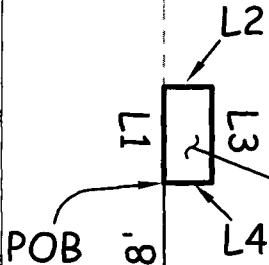
LOT 1 BLOCK 1
MAXWELL SUBDIVISION
PLAT BOOK 11 PG. 324

2945-183-01-001
PETER G. HOLTZ
3204 RAYBURN ST
LAS VEGAS, NM 87701

404 SOUTH CAMP RD.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N00°15'45"W
L2	5.00	N89°44'15"E
L3	10.00	S00°15'45"E
L4	5.00	S89°44'15"W

UTILITY EASEMENT
AREA= 50.00 SQ. FT.



POB

N00°15'45"W, 47.88'

30' WATER MAIN EASEMENT

SOUTH LINE LOT 1

POC
SW COR LOT 1

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.

DRAWN BY: MG
DATE: 04-26-2005
SCALE: 1" = 20'
APPR. BY: PTK

SOUTH CAMP SIDEWALK
UTILITY EASEMENT
2945-183-01-001

