

HPG97WLN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: HILLCREST PROFESSIONAL GROUP, WILFORD D. MOSES, MARJEAN MOSES, RONALD C. TAYLOR, ELAINE TAYLOR, ANDREW H. CHRISTENSEN FAMILY LIMITED PARTNERSHIP, SAMUEL W. KELLEY AND JOYCE M. KELLEY

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 132 WALNUT AVENUE, #A THRU #F NORTH 1ST STREET, UTILITY EASEMENT, PARCEL NO. 2945-112-25-001 PARCEL NO. 2945-112-25-002, PARCEL NO. 2945-112-25-003, PARCEL NO. 2945-112-25-004, PARCEL NO. 2945-112-25-005 AND PARCEL NO. 2945-112-25-006

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1804861 0339PM 07/07/97  
 MONIKA TODD CLK&REC MESA COUNTY CO  
 DOCUMENT FEE \$EXEMPT

**GRANT OF EASEMENT**

This Grant of Easement is made this 18<sup>th</sup> day of June, 1997, between Hillcrest Professional Group, a Colorado Partnership, Wilford D. Moses, Marjean Moses, Ronald C. Taylor, Elaine Taylor, the Andrew H. Christensen Family Limited Partnership, Samuel W. Kelly and Joyce M. Kelley, collectively the Grantors, and the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501:

Witnesseth, that the 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 sold, granted and conveyed and by these presents do hereby sell, grant and convey unto the Grantee, for the use of Grantee and for the use of the Public Utilities, a Perpetual Utilities Easement on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southwest Corner of Lot 1, First and Walnut Subdivision, situate in the SW 1/4 NW 1/4 of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 11 at Page 206 in the office of the Mesa County Clerk and Recorder; thence N 00°00'00" E along the West boundary line of said Lot 1 a distance of 71.75 feet; thence N 39°20'00" E along the Northwesterly boundary line of said Lot 1 a distance of 42.54 feet to the **True Point of Beginning**;

thence along the Northwesterly boundary line of said Lot 1, N 39°20'00" E a distance of 12.93 feet;

thence leaving said boundary line, N 90°00'00" E a distance of 27.07 feet to a point on the Southerly line of an existing 8.0 foot wide Utility Easement dedicated with the platting of said First and Walnut Subdivision;

thence S 65°50'18" E along the Southerly line of said existing Utility Easement a distance of 4.20 feet;

thence leaving said Southerly line, S 00°00'00" W a distance of 8.28 feet;

thence N 90°00'00" W a distance of 39.10 feet to the Point of Beginning, containing 346.67 square feet as described herein and as 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 to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Utilities 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 Grantors erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement area.

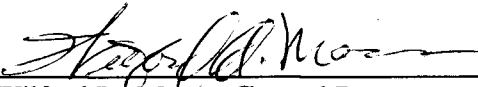
2. Grantee agrees that the work and act of installing, maintaining and repairing utilities and related appurtenances and facilities shall be performed with due care using commonly accepted standards and techniques.


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.

Dated the day and year first above written.

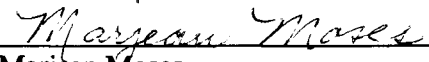
Hillcrest Professional Group  
a Colorado Partnership

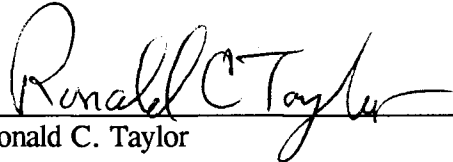
Andrew H. Christensen  
Family Limited Partnership


  
\_\_\_\_\_  
Wilford D. Mosés, General Partner

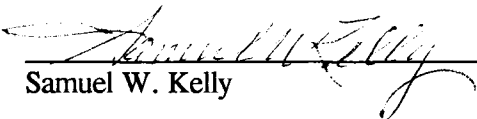
  
\_\_\_\_\_  
Sandra J. Christensen, General Partner

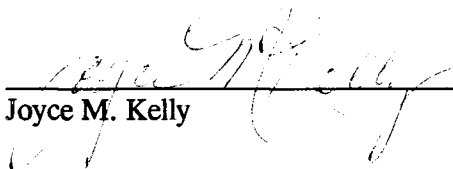
  
\_\_\_\_\_  
Wilford D. Moses

  
\_\_\_\_\_  
Marjean Moses

  
\_\_\_\_\_  
Ronald C. Taylor

  
\_\_\_\_\_  
Elaine Taylor

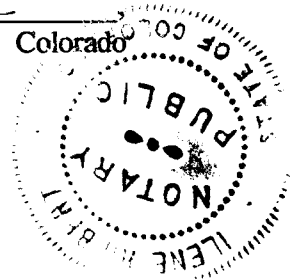
  
\_\_\_\_\_  
Samuel W. Kelly

  
\_\_\_\_\_  
Joyce M. Kelly

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June 1997, by Wilford D. Moses as General Partner for Hillcrest Professional Group, a Colorado Partnership.

My commission expires: August 29, 2000  
Witness my hand and official seal.



Ilene Hillbert

Notary Public

2693 Dove Lane  
Grand Jet, CO 81506

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June 1997, by Wilford D. Moses and Marjean Moses.

My commission expires: August 29, 2000  
Witness my hand and official seal.



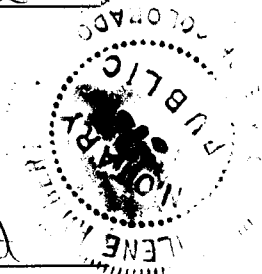
Ilene Hillbert

Notary Public

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June 1997, by Ronald C. Taylor and Elaine Taylor.

My commission expires: August 29, 2000  
Witness my hand and official seal.



Ilene Hillbert

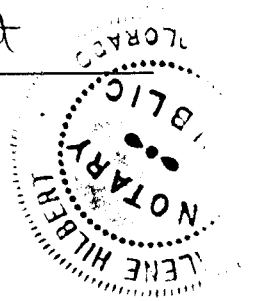
Notary Public

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 1997, by Samuel W. Kelly and Joyce M. Kelly.

My commission expires: August 29, 2000  
Witness my hand and official seal.

Elene Hilbert  
Notary Public



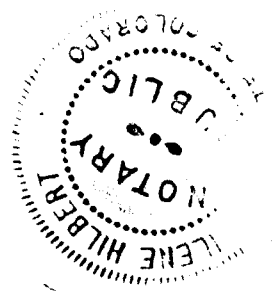
State of Colorado )  
 )ss.  
County of Mesa - )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 1997, by Sandra J. Christensen as General Partner of the Andrew H. Christensen Family Limited Partnership.

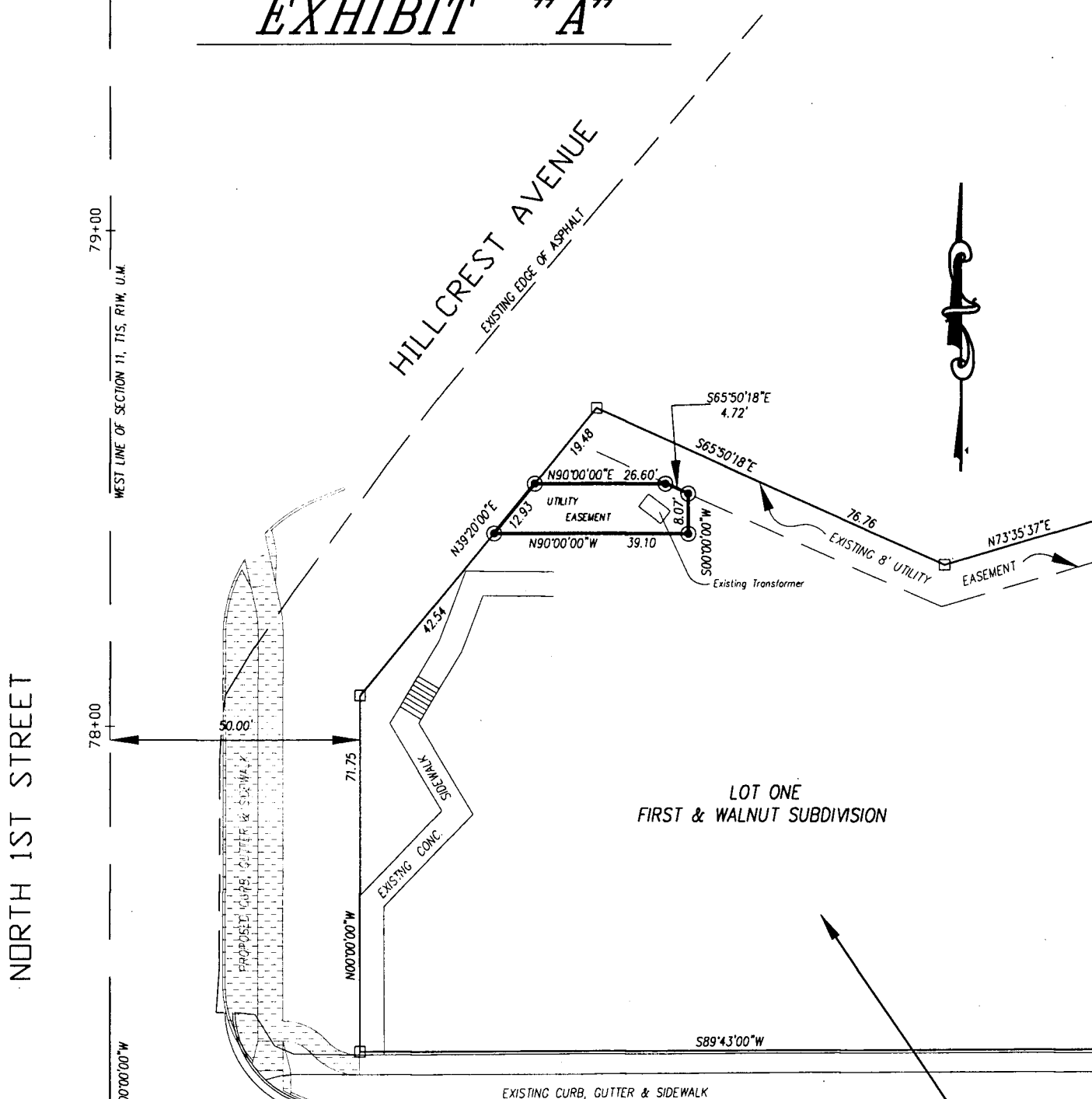
J. Wifred Moore - witnessed Sandra J. Christensen's signature on this document. J. Wifred Moore

My commission expires: August 29, 2000  
Witness my hand and official seal.

Elene Hilbert  
Notary Public



# EXHIBIT "A"



2945-112-25-001, HILLCREST PROFESSIONAL GROUP - DR. WILFORD MOSES  
 2945-112-25-002, HILLCREST PROFESSIONAL GROUP - DR. WILFORD MOSES  
 2945-112-25-003, WILFORD D. & MARJEAN MOSES  
 2945-112-25-004, RONALD C. & ELAINE TAYLOR  
 2945-112-25-005, ANDREW H. CHRISTENSEN FAMILY  
 2945-112-25-006, SAMUEL W. & JOYCE M. KELLY  
 132 WALNUT AVENUE, #A THRU #F  
 UTILITY EASEMENT AREA = 345.83 SQ.FT.

DRAWN BY: SRP  
 DATE: 6-03-97  
 SCALE: 1" = 30'  
 APPR. BY: TKH  
 FILE NO: F100\_A.DWG

RIGHT-OF-WAY DESCRIPTION MAP  
 NORTH FIRST STREET - ORCHARD AVE. TO PATTERSON AVE  
 ( 100\_A )

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION