

HUG9826R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: ARMAND C. HUGHES AND LYND A. HUGHES

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 648 26 ROAD, PARCEL NO.  
2945-023-00-009, F 1/2 ROAD WATER LINE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1872318 11/04/98 0428PM  
 MONIKA TODD CLK&REC MESA COUNTY CO  
 REC FEE \$15.00 SURCHG \$1.00  
 DOCUMENTARY FEE \$EXEMPT

3 PAGE DOCUMENT

GRANT OF EASEMENT

Armand C. Hughes and Lynda A. Hughes, Grantors, for and in consideration of One Thousand One Hundred Thirty-Four and 53/100 Dollars (\$1,134.53), 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 related facilities, including, but not limited to, valves, valve boxes and fire hydrants, together with the right of ingress and egress for workers and equipment, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the West ¼ Corner of Section 2, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and considering the West boundary line of the Southwest ¼ (SW ¼) of said Section 2 to bear S 00°03'04" W with all bearings contained herein being relative thereto; thence S 00°03'04" W along the West boundary line of the SW ¼ of said Section 2 a distance of 25.92 feet to the True Point of Beginning; thence leaving the West boundary line of said SW ¼, N 88°11'10" E a distance of 190.09 feet to a point; thence N 89°59'54" E a distance of 27.81 feet to a point on the East boundary line of that tract of land described in instrument recorded in Book 1981 at Page 273 in the office of the Mesa County Clerk and Recorder; thence S 00°03'04" W along the East boundary line of said tract of land a distance of 10.00 feet; thence leaving the East boundary line of said tract of land, S 89°59'54" W a distance of 27.65 feet to a point; thence S 88°11'10" W a distance of 154.18 feet to a point; thence S 00°00'00" W a distance of 9.00 feet to a point; thence S 88°11'10" W a distance of 10.01 feet to a point; thence N 00°00'00" W a distance of 9.00 feet to a point; thence S 88°11'10" W a distance of 26.07 feet to a point on the West boundary line of the SW ¼ of said Section 2; thence N 00°03'04" E along the West boundary line of said SW ¼ a distance of 10.01 feet to the Point of Beginning, containing 2,269.05 square feet as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Perpetual Easement 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 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 or placement of any improvements, structures or fixtures 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 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 16<sup>TH</sup> day of OCTOBER, 1998.

Armand C. Hughes  
Armand C. Hughes

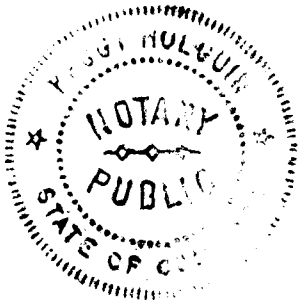
Lynda A. Hughes  
Lynda A. Hughes

State of Colorado            )  
  )ss.  
County of Mesa                )

The foregoing instrument was acknowledged before me this 16<sup>TH</sup> day of OCTOBER, 1998, by Armand C. Hughes and Lynda A. Hughes.

My commission expires: 3.3.01

Witness my hand and official seal.



Peggy H. Quinn  
Notary Public

# EXHIBIT "A"



WEST 1/4 CORNER  
SECTION 2, T1S, R1W, U.M

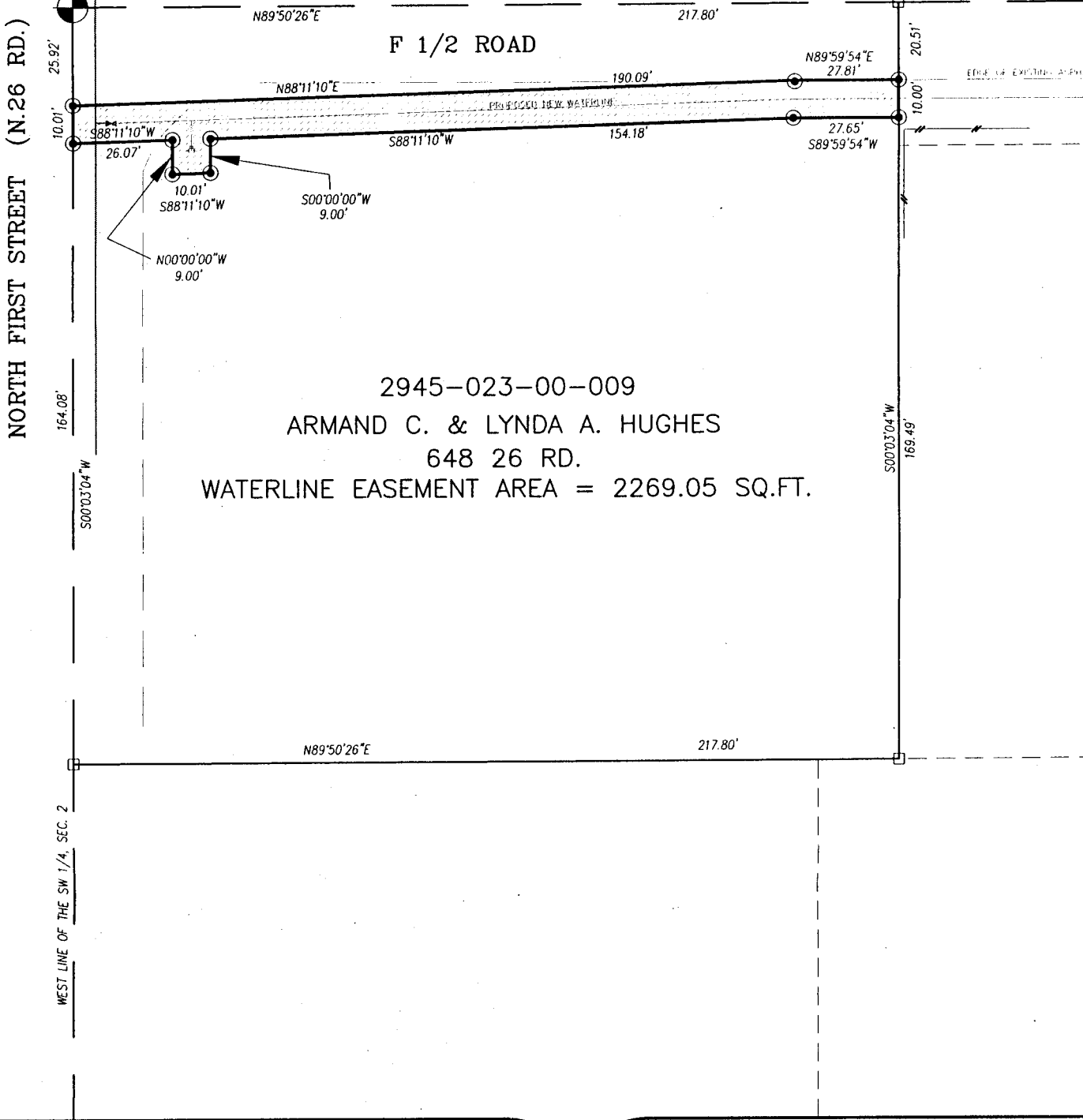
NORTH FIRST STREET (N.26 RD.)

WEST LINE OF THE SW 1/4, SEC. 2

NORTH LINE OF THE SW 1/4, SEC. 2

F 1/2 ROAD

2945-023-00-009  
ARMAND C. & LYNDA A. HUGHES  
648 26 RD.  
WATERLINE EASEMENT AREA = 2269.05 SQ.FT.



DRAWN BY: SRP  
DATE: 10-08-98  
SCALE: 1" = 40'  
APPR. BY: TW  
FILE NO: F\_5WATER1.DWG

EASEMENT DESCRIPTION MAP  
F 1/2 ROAD WATER LINE

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION