

JFR97CED

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: JOHN F. RICHMOND, JR.

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 299 CEDAR AVENUE, UTILITY EASEMENT,
PARCEL NO. 2945-252-00-017

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1804837 0308PM 07/07/97
 MONIKA TODD CLK&REC MESA COUNTY CO
 DOCUMENT FEE \$EXEMPT

3 PAGE DOCUMENT

John F. Richmond, Jr., Grantor, for and in consideration of the sum of Thirty-seven dollars and 46/100 Dollars (\$37.46), the receipt and sufficiency of which is hereby acknowledged, hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, the herein described Perpetual Easement No. 165 of City of Grand Junction Unawep Avenue Reconstruction Project for the installation, operation, maintenance, repair of public utilities, together with the right of ingress and egress for workers and equipment, on, along, over under, through and across the following described Parcel situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said Parcel being more particularly described by the following metes and bounds, to wit:

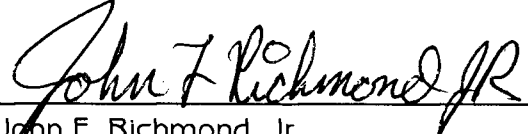
Commencing at the Northeast Corner of the West $\frac{3}{4}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ (W $\frac{3}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 25, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado; and considering the North line of said Northwest $\frac{1}{4}$ of the Section 25 to bear N 90°00'00" W with all bearings contained herein being relative thereto; thence N 90°00'00" W along the North line of said W $\frac{3}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 287.00 feet; thence S 00°00'00" W a distance of 30.00 feet; thence S 90°00'00" E a distance of 25.50 feet to the **Point of Beginning**; thence S 90°00'00" E a distance of 5.00 feet; thence S 00°00'00" E a distance of 5.00 feet; thence N 90°00'00" W a distance of 5.00 feet; thence N 00°00'00" E a distance of 5.00 feet to the Point of Beginning;

containing 25.00 square feet as described herein and as depicted on the attached Exhibit "A".

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said public utilities, 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 following terms, covenants, conditions and restrictions:

1. Grantee, as a condition of this grant, agrees that entry to the easement areas for the purposes herein described shall be conducted so as to cause minimum interference to the Grantor, his successors and assigns. Grantee further agrees that it shall correct any damage(s), both material as well as aesthetic, which may be caused by its entry as described herein.
2. Grantor shall have the right to continue to use the real property burdened by this Easement for any lawful purpose which will not interfere with Grantee's full use and enjoyment of the Grantee's rights herein granted; provided, however, Grantor hereby covenants with Grantee that the easement areas shall not be burdened or overburdened by the Grantor erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, under, through and across the easement area.
3. Grantor hereby covenants with Grantee that he has good title to the aforescribed premises; that he has good and lawful right to grant these Easements; that he will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 20th day of February, 1997.



 John F. Richmond, Jr.

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 20th day of February 1997, by John F. Richmond, Jr..

Witness my hand and official seal.
My commission expires 3.3.01

Peggy J. [Signature]
Notary Public

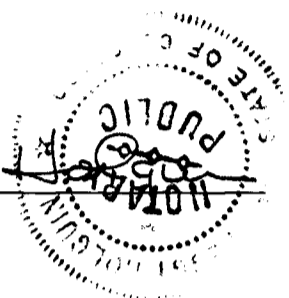
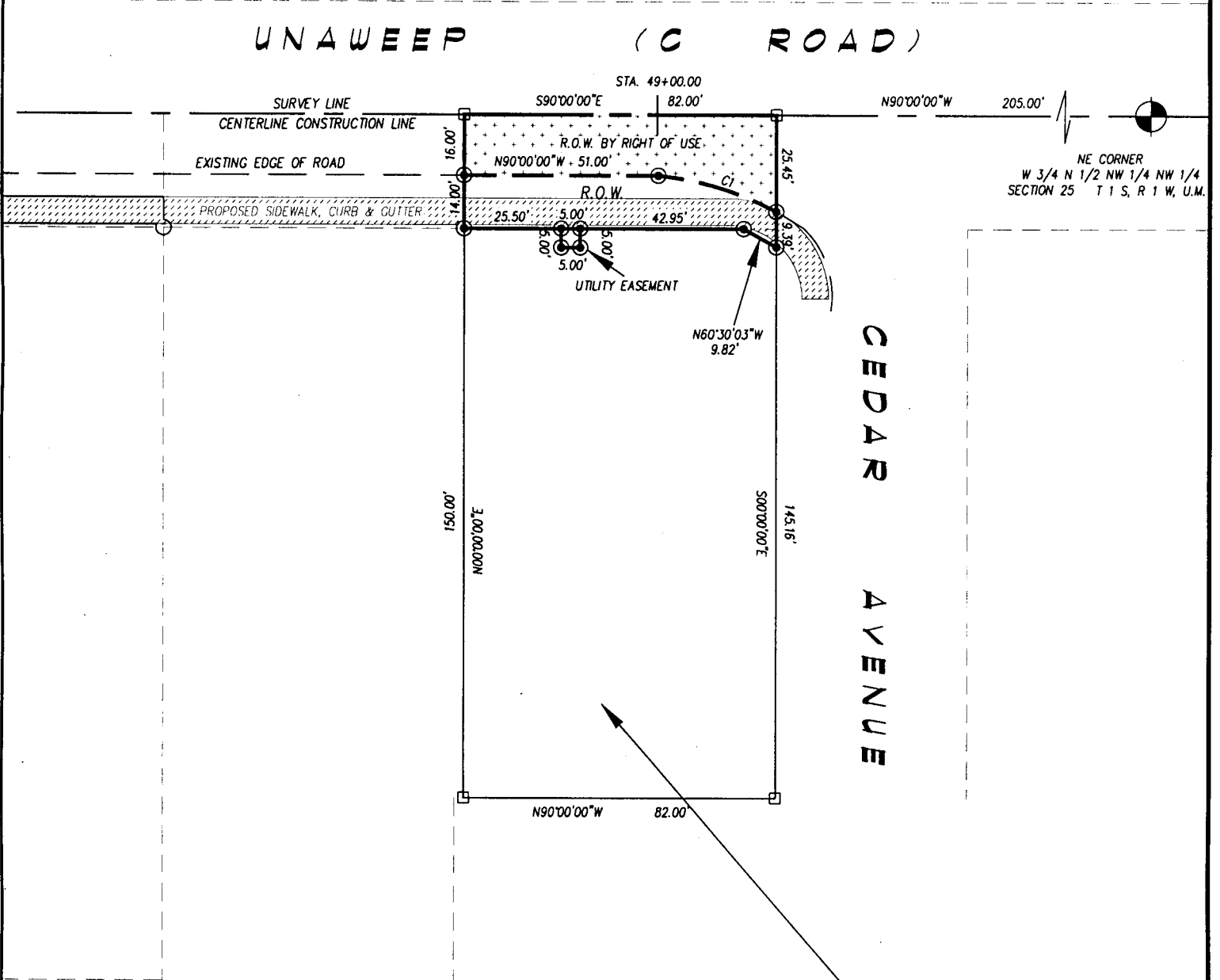


EXHIBIT "A"



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	83.48'	32.62'	16.52'	32.41'	N73°02'54"W	22°23'06"



2945-252-00-017
 JOHN F. RICHMOND JR.
 299 CEDAR AVENUE
 R.O.W. BY RIGHT OF USE AREA = 1424.09 SQ.FT.
 RIGHT-OF-WAY AREA = 1056.58 SQ.FT.
 UTILITY EASEMENT AREA = 25.00 SQ.FT.

DRAWN BY: SRP
 DATE: 1-31-97
 SCALE: 1" = 40'
 APPR. BY: IW
 FILE NO: WEEP64.DWG

EASEMENT DESCRIPTION MAP
 UNAWEEP (165)

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION