

JRG9719T

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: JAMES D. GARRETT AND RITA M. GARRETT

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 1745 NORTH 19TH STREET, UTILITY
EASEMENT, PARCEL NO. 2945-123-09-011

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1815237 0312PM 10/01/97
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

James D. Garrett and Rita M. Garrett, Grantors, for and in consideration of the installation, maintenance and repair of alley improvements, the receipt and sufficiency of which is hereby acknowledged, have given and granted and by these presents do hereby give and grant unto 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 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:

Beginning at the Southwest Corner of Lot 8, Block 2, Elmwood Plaza Refile, thence N 13°41'34" W a distance of 5.15 feet; thence S 89°45'00" E a distance of 11.24 feet; thence S 00°15'00" W a distance of 5.00; thence N 89°45'00"W a distance of 10.00 feet to the True Point of Beginning, containing 53.10 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, together with the right to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Utilities Easement, subject to the terms and conditions contained herein.

1. Grantors reserve the right to use and occupy the aforescribed easement for any lawful purpose which is not inconsistent with 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, taking precautions for the protection of persons and property; all damages to persons or property resulting from the failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee.

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 30 day of July, 1997.

James D. Garrett
James D. Garrett

Rita M. Garrett
Rita M. Garrett

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of July James D. Garrett and Rita M. Garrett.

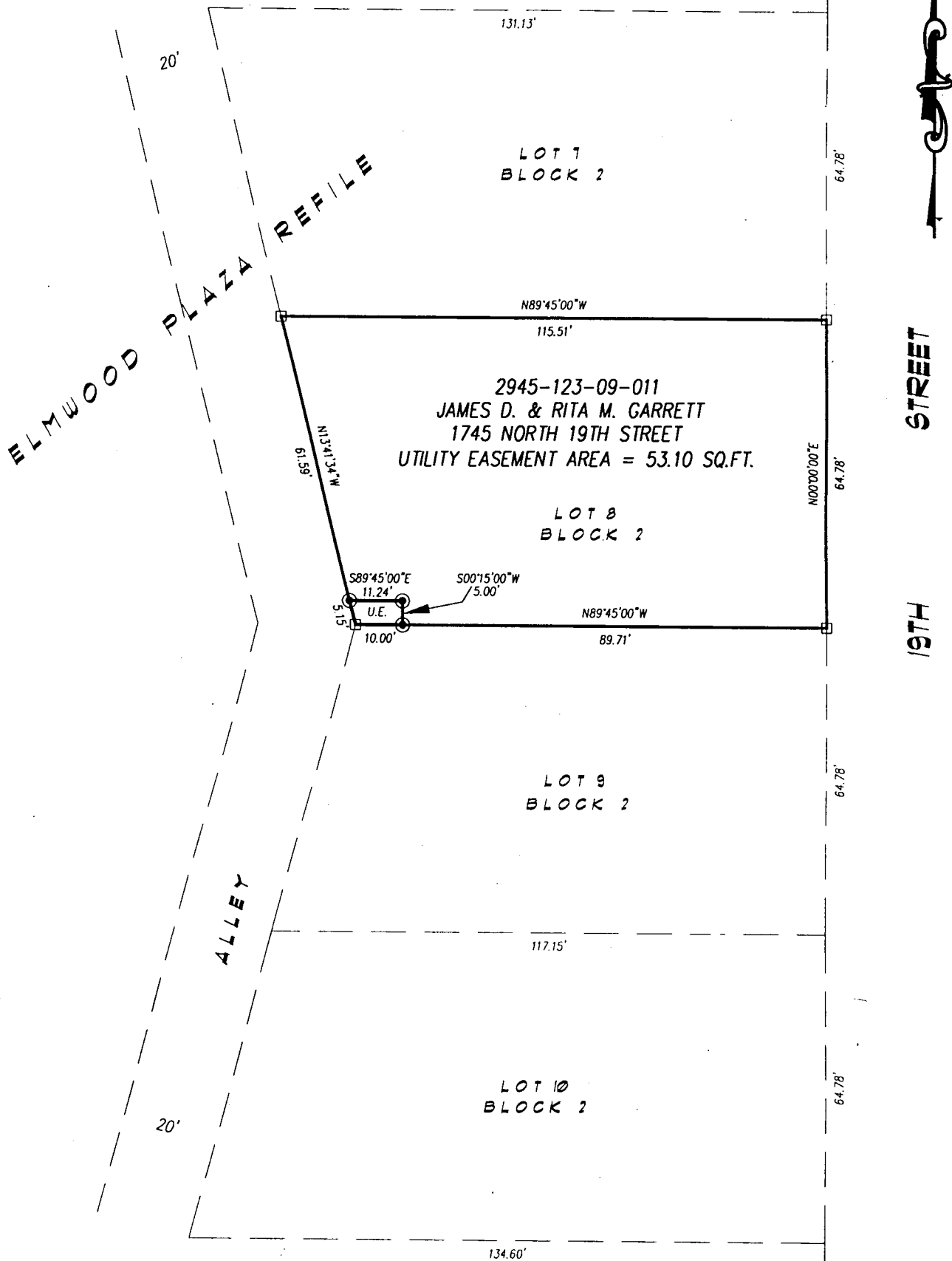
My commission expires: June 13, 1999

Witness my hand and official seal.



Theresa J. Martinez
Notary Public

EXHIBIT "A"



DRAWN BY: SRP
 DATE: 4-22-97
 SCALE: 1" = 30'
 APPR. BY: IW
 FILE NO: GARRETT.DWG

EASEMENT DESCRIPTION MAP

1997 ALLEYS
 18TH TO 19TH - ELM TO ORCHARD
 LOT 8, BLOCK 2, ELMWOOD PLAZA REFILE

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION