

JYC02BKA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: JAMES C. JOYCE

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):  
1022 BOOKCLIFF AVENUE - LOT 4 OF CAPT HILL SUBDIVISION

PARCEL NO.: 2945-111-00-021

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:

City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

3 PAGE DOCUMENT

Book 3098 Page 888

2061783 06/18/02 1127AM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$15.00  
DOCUMENTARY FEE \$EXEMPT

## GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

James C. Joyce Jr., Grantor, for and in consideration of the sum of Fifty-Six and 25/100 Dollars (\$56.25), 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, to 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 parcels of land, to wit:

A certain perpetual easement lying in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 11, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest corner of the East-Half of the West-Half (E $\frac{1}{2}$  W $\frac{1}{2}$ ) of Lot 4, Capitol Hill Subdivision, as same is recorded in Plat Book 2, Page 19, Public Records of Mesa County, Colorado, and considering the South line of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 11 (also being the South line of said Lot 4) to bear S 89°57'58" E with all bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°57'58" E along the South line of said Lot 4, a distance of 150.00 feet; thence leaving said South line, N 00°03'20" E a distance of 15.00 feet to a point being the Southwest corner of that certain property described in Book 1813, Page 649, Public Records of Mesa County, Colorado; thence S 89°57'58" E along the North right-of-way for Bookcliff Avenue, as same is shown in Plat Book 3, Page 35, Public Records of Mesa County, Colorado, a distance of 73.05 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, N 00°03'20" E a distance of 5.00 feet; thence S 89°57'58" E a distance of 2.50 feet to a point on the East line of that certain property described in said Book 1813, Page 649; thence S 00°03'20" W, along said East line, a distance of 5.00 feet to a point on the North right-of-way for Bookcliff Avenue; thence N 89°57'58" W, along said North right-of-way, a distance of 2.50 feet, more or less, to the Point of Beginning.

Containing 12.50 square feet (0.0003 Acres), more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

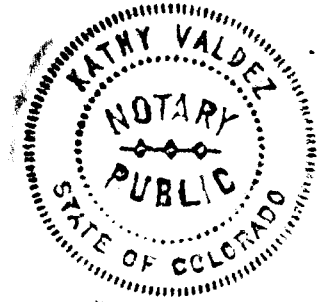
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees 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 and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 12 day of June, 2002.

[Signature]  
James C. Joyce Jr.

State of Colorado )  
                          )ss.  
County of Mesa     )



The foregoing instrument was acknowledged before me this 12 day of June, 2002, by James C. Joyce Jr.

My commission expires: 4-21-04  
Witness my hand and official seal.

[Signature]  
Notary Public

