

LCS0229R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: GRANT OF ELECTRONIC AND
TELECOMMUNICATIONS EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: DANIEL MARK LUCAS

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): LOT
2, BLOCK 1 OF EPPS SUBDIVISION - 519 29 ROAD

PARCEL NO.: 2943-074-12-002

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 5th Street
 Grand Junction, CO 81501

Book 3148 Page 997
 2075013 09/06/02 0154PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF ELECTRONIC AND TELECOMMUNICATIONS EASEMENT

Daniel Mark Lucas, Grantor, for and in consideration of the sum of Two Hundred Fifty-Five and 00/100 Dollars (\$255.00), 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, a 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 parcel of land, to wit:

A tract or parcel of land for Perpetual Electric and Telecommunications Easement purposes, being a part of Lot 2, Block 1 of Epps Subdivision, situate in the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 7 at Page 3 in the office of the Mesa County Clerk and Recorder, said Easement being more particularly described as follows, to wit:

Commencing at the Southwest Corner of Lot 2, Block 1 of Epps Subdivision;
 thence N $00^{\circ} 03'46''$ W along the west boundary line of said Lot 2 a distance of 10.00 feet to the True Point of Beginning;
 thence N $00^{\circ} 03'46''$ W along the west boundary line of said Lot 2 a distance of 14.28 feet;
 thence leaving the west boundary line of said Lot 2, S $88^{\circ}40'33''$ E a distance of 26.55 feet;
 thence S $01^{\circ}20'13''$ W a distance of 5.00 feet;
 thence N $88^{\circ}40'33''$ W a distance of 22.09 feet;
 thence S $01^{\circ} 20'13''$ W a distance of 9.20 feet;
 thence N $89^{\circ} 49'46''$ W a distance of 4.10 feet to the the Point of Beginning,

containing 170.00 square feet 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 5 day of September, 2002.

Daniel Mark Lucas
Daniel Mark Lucas

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of September, 2002, by Daniel Mark Lucas.

My commission expires: 3.3.05
Witness my hand and official seal.


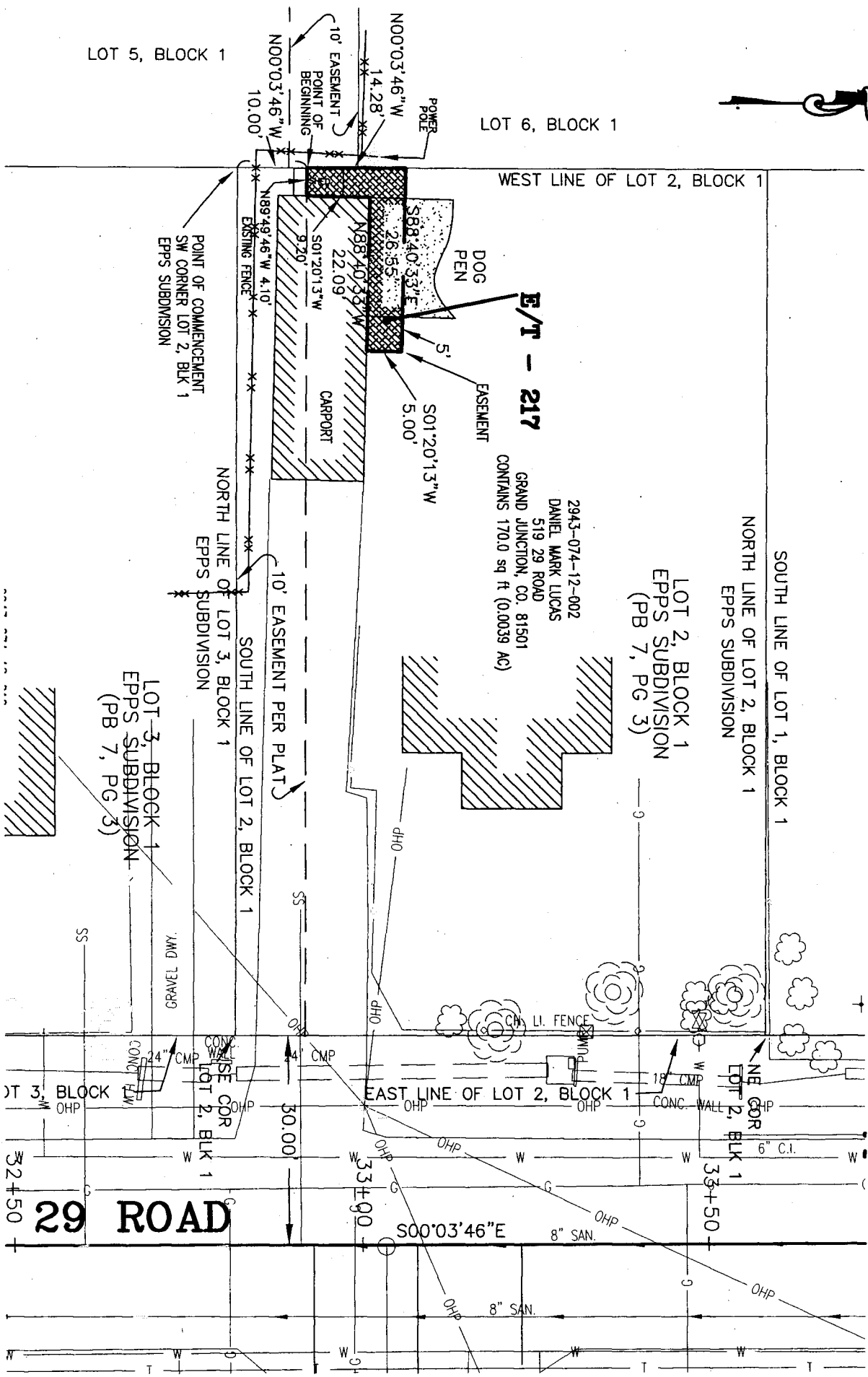
Rozzy Heller
Notary Public 

EXHIBIT "A"



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

REVISED: 5-23-2002

DRAWN BY: P.I.K.
 DATE: 04-02-2002
 SCALE: 1" = 20'
 APPR. BY: TW
 FILE NO: 1042ADWG

29 ROAD
 RIGHT-OF-WAY DESCRIPTION MAP
 2943-074-12-002

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION