

LCS028TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (IRRIGATION)**

PURPOSE: IRRIGATION FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: ROBERT G. LUCAS

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 2000 N. 8<sup>TH</sup>, GRAND  
JUNCTION

PARCEL NO.: 2945-111-00-143

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

BOOK 3020 PAGE 621

2040359 02/11/02 0339PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$15.00  
DOCUMENTARY FEE \$EXEMPT

**GRANT OF IRRIGATION EASEMENT**

Robert G. Lucas, Grantor, for and in consideration of the sum of Seven Hundred Fifty and 50/100 Dollars (\$750.50), 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 5<sup>th</sup> Street, Grand Junction, Colorado 81501, a Perpetual Irrigation Easement for the installation, operation, maintenance, repair and replacement of irrigation facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual easement lying in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) 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 Northwest corner of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter (NE ¼ SE ¼ NE ¼) of said Section 11, and considering the North line of the SE ¼ NE ¼ of said Section 11 to bear S 89°57'58" E with all bearings contained herein being relative thereto; thence S 89°57'58" E along the said North line of the SE ¼ NE ¼ a distance of 100.00 feet; thence leaving said North line, S 00°02'02" W a distance of 22.00 feet to the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, continue S 00°02'02" W a distance of 6.00 feet; thence N 89°57'58" W a distance of 76.23 feet; thence S 86°35'25" W a distance of 23.85 feet, more or less, to a point on the East right-of-way for 11<sup>th</sup> Street (platted as College Place); thence N 00°08'02" E along said East right-of-way, a distance of 6.01 feet; thence leaving said East right-of-way, N 86°35'25" E a distance of 23.66 feet; thence S 89°57'58" E a distance of 76.41 feet, more or less, to the POINT OF BEGINNING.

Containing 600.4 sq. ft. (0.014 Acre), 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 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 Grantee's utilization of the Easement and the rights herein conveyed 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 this 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 11 day of Feb., 2002.

  
Robert G. Lucas

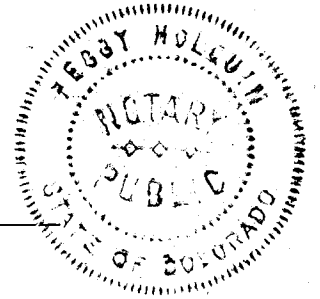
State of Colorado )  
 ) ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of February,  
2002, by Robert G. Lucas

My commission expires 3.3.05.

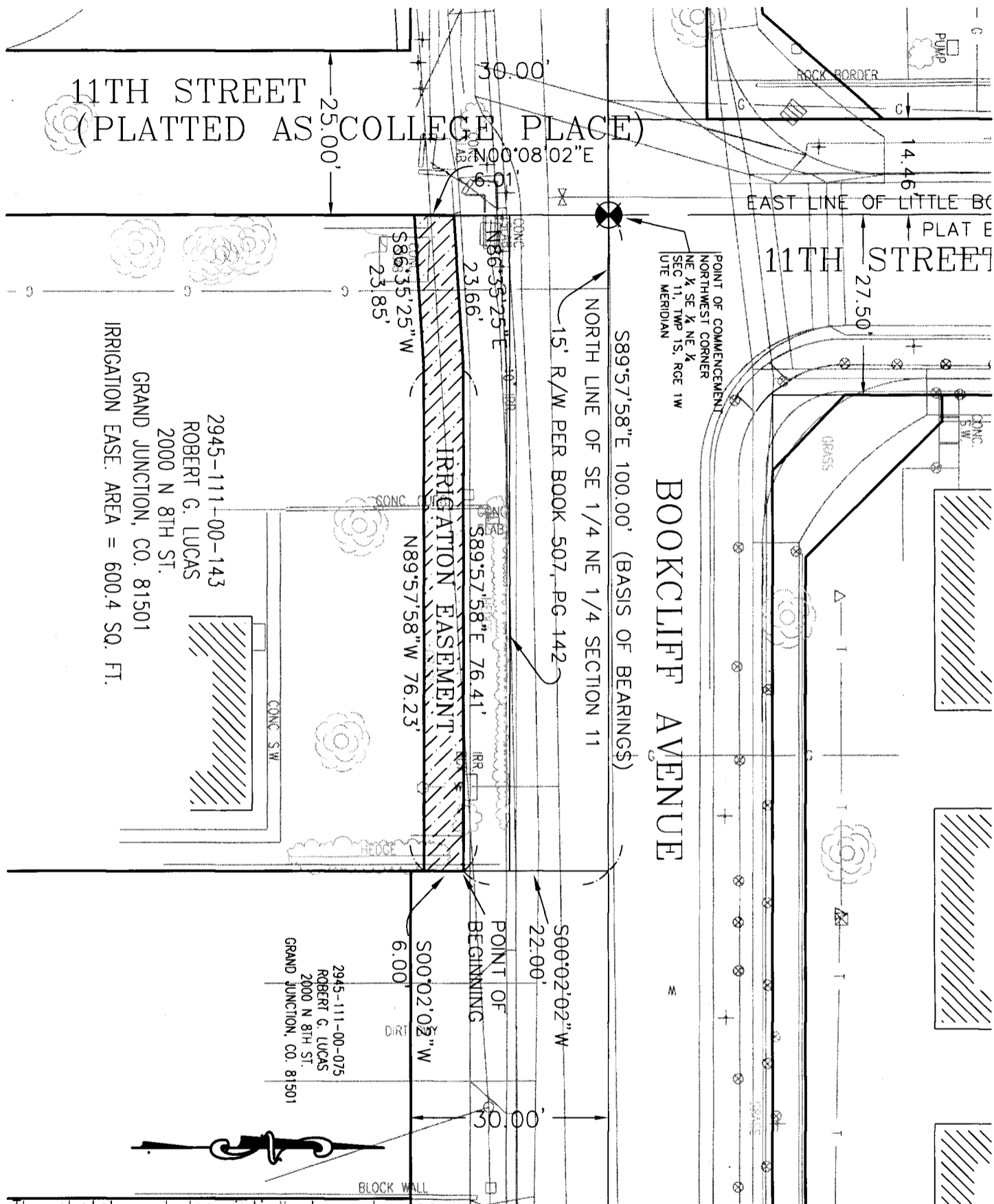
Witness my hand and official seal.

Peggy Molevin  
Notary Public



The foregoing legal description prepared by Peter T. Krick, 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501.

# EXHIBIT "A"



2945-111-00-143  
 ROBERT G. LUCAS  
 2000 N 8TH ST.  
 GRAND JUNCTION, CO. 81501  
 IRRIGATION EASE. AREA = 600.4 SQ. FT.

2945-111-00-075  
 ROBERT G. LUCAS  
 2000 N 8TH ST.  
 GRAND JUNCTION, CO. 81501

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.

NE CORNER SE 1/4  
 NE 1/4 SEC 11, TWP 1S  
 RGE 1W, UTE MERIDIAN

DRAWN BY: P.T.K.  
 DATE: 02-05-2002  
 SCALE: 1" = 20'  
 APPR. BY: TW  
 FILE NO: 1053.DWG

**RIGHT-OF-WAY DESCRIPTION MAP**  
**BOOKCLIFF AVENUE**  
 ROBERT G. LUCAS  
 2945-111-00-143

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
**CITY OF GRAND JUNCTION**