

LSB97UNA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: LAWRENCE R. BALERIO, JR. AND SHERRY A. BALERIO

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2738 UNAWEEP AVENUE, UTILITY
EASEMENT, PARCEL NO. 2945-243-10-027, LOT 4 DAVE W. OLSON SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1815233 0312PM 10/01/97
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

Lawrence R. Balerio, Jr. and Sherry A. Balerio, Grantors, for and in consideration of the sum of Sixty dollars and 10/100 Dollars (\$60.10), 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. 166 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 ingress for workers and equipment, on, along, over under, through and across the following described Parcel situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said Parcels being more particularly described by the following metes and bounds, to wit:

Commencing at the Southeast Corner of Lot 5, of Dave W. Olson Subdivision, situate in the Southwest $\frac{1}{4}$ of Section 24, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 6 at Page 2 in the office of the Mesa County Clerk and Recorder, and considering the South line of the Dave W. Olson Subdivision to bear S 90°00'00" W with all bearings contained herein being relative thereto; thence S 90°00'00" W along the South line of said Lot 5 a distance of 88.85 feet; thence N 00°01'30" W a distance of 3.00 feet; thence S 90°00'00" W along the South line of said Lot 5 and Lot 4 a distance of 152.50 feet; to the **True Point of Beginning**;

S 90°00'00" W along the South line of said Lot 4 a distance of 1.09 feet;

thence N 42°44'26" W a distance of 8.71 feet;

thence N 00°01'30" W a distance of 0.60 feet;

thence N 90°00'00" E a distance of 7.00 feet;

thence S 00°01'30" E a distance of 7.00 feet;

to the **True Point of Beginning**, containing 30.08 square feet as described herein and as depicted on the attached **Exhibit "A."**

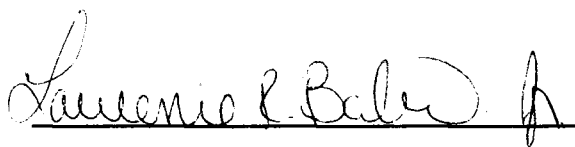
TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said public utilities, appurtenances and facilities related thereto, and 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 Grantors, their 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.

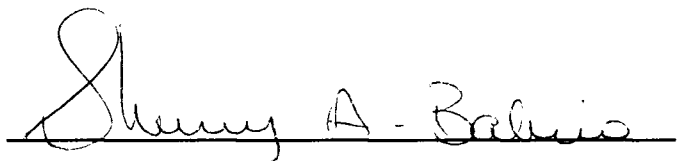
2. Grantors shall have the right to continue to use the real property burdened by this Easement for any lawful purpose which will not interfere with Grantee's full use and enjoyment of the Grantee's rights herein granted; provided, however, Grantors hereby covenant with Grantee that the easement areas 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 on, along, over, under, through and across the easement area.

3. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant these Easements; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 21st day of April, 1997.



Lawrence R. Balerio, Jr.



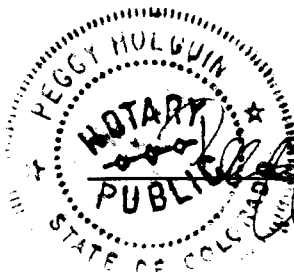
Sherry A. Balerio

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of APRIL, 1996⁷, by Lawrence R. Balerio, Jr. and Sherry A. Balerio.

Witness my hand and official seal.

My commission expires 3.3.01



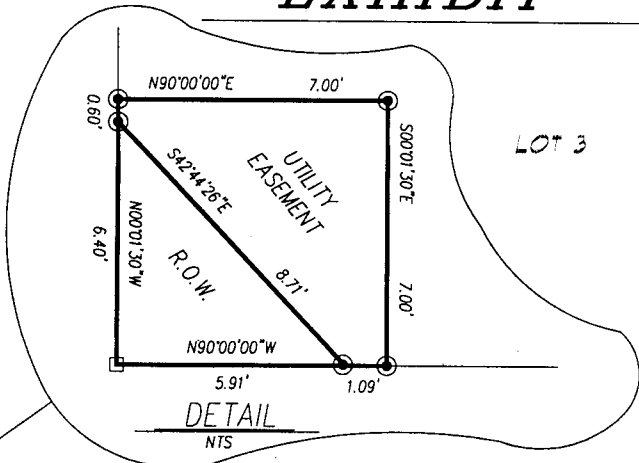
Peggy Holguin

Notary Public

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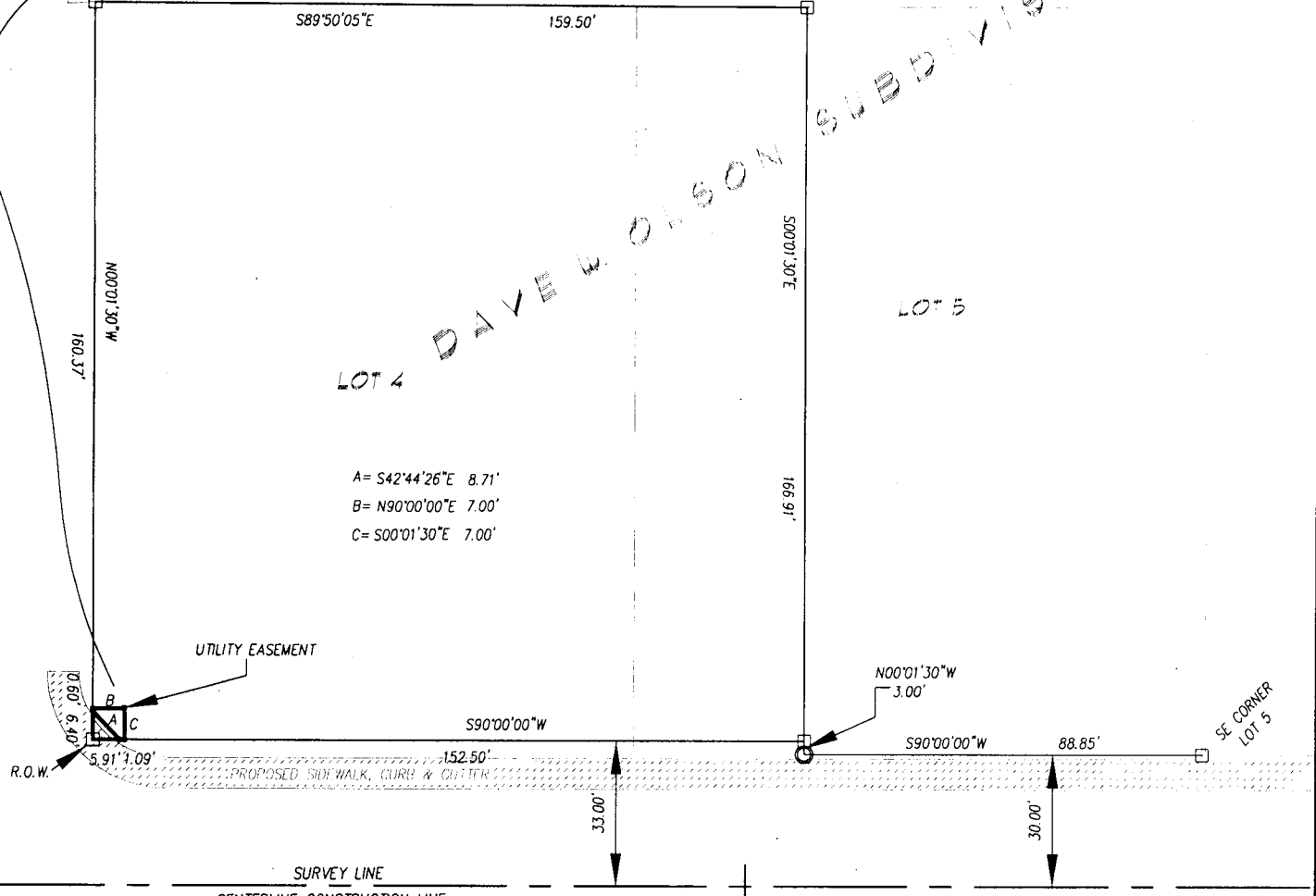
The foregoing legal description was prepared by P. Holguin, 250 North 5th Street, Grand Junction, Colorado 81501.

EXHIBIT "A"



27318 ROAD

DAVE W. OLSON SUBDIVISION



A = S42°44'26" E 8.71'
 B = N90°00'00" E 7.00'
 C = S00°01'30" E 7.00'

SE CORNER
 W 1/2 SE 1/4 SW 1/4
 SECTION 24, T1S, R1W, UM

SURVEY LINE
 CENTERLINE CONSTRUCTION LINE
 UNAWEEP (C ROAD)

STA. 63+00

2945-243-10-027
 LAWRENCE R. BALERIO, JR. & SHERRY A. BALERIO,
 2738 UNAWEEP AVENUE
 RIGHT-OF-WAY AREA = 18.92 SQ.FT.
 UTILITY EASEMENT AREA = 30.08 SQ.FT.

DRAWN BY: SRP
 DATE: 4-22-97
 SCALE: 1" = 40'
 APPR. BY: IW
 FILE NO: WEEP78.DWG

EASEMENT DESCRIPTION MAP

UNAWEEP (166)

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION