

MLH99275

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: MARION L. HOWARD, GRANTOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PARCEL NO. 2945-013-00-034, 601 27 ½ ROAD - PATTERSON ROAD TO G ROAD, PUBLIC UTILITIES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF PUBLIC UTILITIES EASEMENT

Marion L. Howard, Grantor, for and in consideration of the sum of One Hundred Eighty One and 71/100 Dollars (\$181.71), 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:

Commencing at the South ¼ Corner of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the East line of the Southeast ¼ of the Southwest ¼ (SE¼ SW¼) of said Section to bear N 00°02'19" E with all bearings contained herein being relative thereto;
thence N 00°02'19" E along the East line of the SE¼ SW¼ of said Section 1 a distance of 329.98 to the Northeast Corner of the South ¼ of the Southeast ¼ of the Southwest ¼ (S¼ SE¼ SW¼) of said Section 1; thence N 89°47'35" W along the North line of said S¼ SE¼ SW¼ a distance of 28.39 feet to the **True Point of Beginning**;
thence N 89°47'35" W along the North line of said S¼ SE¼ SW¼ a distance of 10.00 feet;
thence leaving the North line of said S¼ SE¼ SW¼, S 00°12'25" W a distance of 10.00 feet;
thence S 89°47'35" E a distance of 10.19 feet;
thence N 00°53'02" W a distance of 10.00 feet to the Point of Beginning,
containing 100.95 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 areas.
2. Grantee agrees that Grantees' utilization of the Easements 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 4th day of March, 1999.

Marion L. Howard
Marion L. Howard

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 4th day of March, 1999,
by Marion L. Howard.

My commission expires: June 7, 1999

Witness my hand and official seal.

Martha S. Miller
Notary Public



