

MNG02RSH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: ELECTRIC AND TELECOMMUNICATIONS

NAME OF PROPERTY OWNER OR GRANTOR: THOMAS M. MINGUS AND
JOANNE V. MINGUS

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 610
RUSHMORE DRIVE - LOT 8 OF ROSCOE R. GIFFIN SUBDIVISION

PARCEL NO.: 2943-074-15-005

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 975
 2075005 09/06/02 0154PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Thomas M. Mingus and Joanne V. Mingus as Joint Tenants, Grantors, for and in consideration of the sum of Fifty-Two and 50/100 Dollars (\$52.50), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do 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:

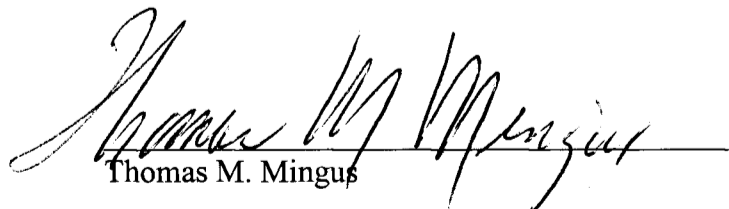
A tract or parcel of land for Electric and Telecommunication Easement purposes, being a part of Lot 8 of Roscoe R. Giffin Subdivision, situate in the Southeast ¼ (SE ¼) of Section 7, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 7 at Page 7 in the office of the Mesa County Clerk and Recorder, said Easement being more particularly described as follows, to wit:

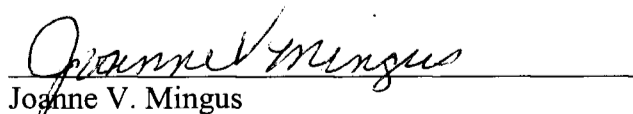
The North 10.00 feet of the West 3.00 feet of the East 10.00 feet of said Lot 8; containing 30.00 square feet as described.

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. Grantors 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 Grantors hereby covenant 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. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant the herein described Easement; that they 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 3rd day of September, 2002.


 Thomas M. Mingus


 Joanne V. Mingus

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 3rd day of September, 2002, by Thomas M. Mingus and Joanne V. Mingus as Joint Tenants.

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

Peggy Holter
Notary Public



