

NEL04BLS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: THOMAS W. NELSON AND  
TRESSA L. NELSON

PURPOSE: A PERPETUAL FOR THE INSTALLATION,  
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WATER  
PIPELINES AND RELATED FACILITIES

LOCATION: 4355 BLUE SAGE DRIVE

PARCEL#: 2969-252-00-430

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

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

2174021 BK 3576 PG 553-555  
 01/27/2004 02:34 PM  
 Janice Ward CLK&REC Mesa County, CO  
 RecFee \$15.00 SurChg \$1.00  
 DocFee EXEMPT

### GRANT OF EASEMENT

Thomas W. Nelson and Tressa L. Nelson, Grantors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey unto the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of water pipelines and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A certain easement for water line purposes lying in Section 25, Township 2 South, Range 2 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest corner of that certain parcel of land having Mesa County Assessor Tax Control Number 2969-252-00-430 with a Warranty Deed describing said Parcel recorded in Book 2575, Pages 979 and 980, Public Records of Mesa County, Colorado, and assuming the line from the Southwest corner to the Northwest corner of said Parcel bears N 49°48'49" W with all other bearings contained herein being relative thereto; thence N 49°48'49" W along the Southwesterly line of said Parcel a distance of 72.93 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 49°48'49" W along the Southwesterly line of said Parcel a distance of 44.25 feet; thence N 65°30'58" E a distance of 272.15 feet to a point being the beginning of a 252.22 radius non-tangent curve, concave West, whose long chord bears N 15°13'19" E with a long chord length of 84.47 feet; thence 84.87 feet Northerly along the arc of said curve, through a central angle of 19°16'48"; thence S 84°25'05" E a distance of 20.00 feet, more or less, to a point on the East line of said Parcel, being the beginning of a 272.22 foot radius non-tangent curve, concave Northwesterly, being concentric to the previously described curve, having a long chord bearing of S 28°03'07" W with a long chord length of 208.09 feet; thence along the East line of said Parcel, 213.52 feet Southwesterly along the arc of said curve, through a central angle of 44°56'25"; thence N 39°28'41" W a distance of 20.00 feet to a point being of a 252.22 foot radius non-tangent curve, concave Northwesterly, being concentric to the previously described curve, having a long chord bearing of N 46°16'57" E with a long chord length of 37.29 feet; thence 37.33 feet Northeasterly along the arc of said curve, through a central angle of 08°28'46"; thence S 65°30'58" W a distance of 189.36 feet, more or less, to the Point of Beginning.

CONTAINS 0.310 Acres (13,486.04 Sq. Ft), more or less, as described herein and as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Perpetual Easement unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to enter upon said premises, to survey, maintain, operate, install, repair, replace, control and use said Easement and the water pipelines and 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 terms and conditions contained herein.

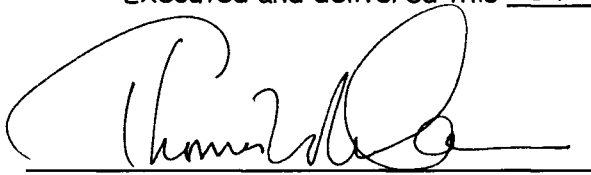
1. Grantors shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with the rights herein granted and which will not interfere with the full use and quiet enjoyment of Grantee's rights herein granted;

provided, however, that Grantors hereby covenant with Grantee that the easement area shall not be burdened or overburdened by the installation or placement of any improvements, structures, items or fixtures which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the easement area.

2. Grantee's utilization of the above conveyed premises shall be conducted in a reasonable and prudent manner. The work and act by Grantee of installing, maintaining, repairing and replacing said water pipelines and related facilities shall be performed with due care using commonly accepted standards and techniques.

3. Grantors hereby covenant with Grantee that he will warrant and forever defend the above conveyed premises in the quiet and peaceful possession of Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 23 day of January, 2004



Thomas W. Nelson

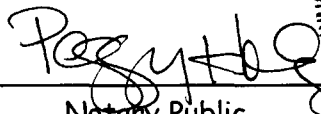


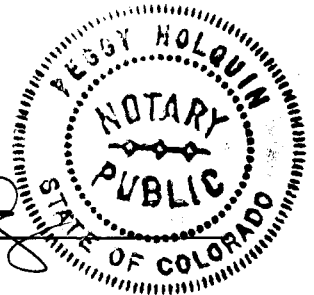
Tressa L. Nelson

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2004, by Thomas W. Nelson.

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

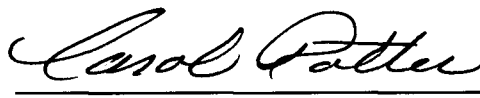
  
\_\_\_\_\_  
Notary Public

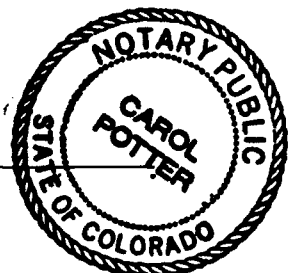


State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2004, by Tressa L. Nelson.

My commission expires: 01/30/2006  
Witness my hand and official seal.

  
\_\_\_\_\_  
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 means for establishing or verifying property boundary lines.

2969-261-00-439  
JOHN WHITING

2969-252-00-429  
JOHN WHITING

2969-252-00-430  
4355 BLUE SAGE DRIVE  
THOMAS W. & TRESSA L. NELSON

WATER LINE EASEMENT  
AREA = 13486.04 SF

R=252.22  
L=37.33  
Tan=18.70  
 $\Delta=8^{\circ}28'46''$   
ChBrg=N46 $^{\circ}$ 16'57"E  
CH=37.29'

R=252.22  
L=84.87  
Tan=42.84  
 $\Delta=19^{\circ}16'48''$   
ChBrg=N15 $^{\circ}$ 13'19"E  
CH=84.47'

S84 $^{\circ}$ 25'05"E  
20.00'

6" PVC WATER LINE

R=272.22  
L=213.52  
Tan=112.59  
 $\Delta=44^{\circ}56'25''$   
ChBrg=S28 $^{\circ}$ 03'07"W  
CH=208.09'

2969-252-00-431  
JOHN WHITING

2969-252-00-425  
JOHN WHITING

2969-252-00-424  
JOHN WHITING

20" STEEL WATER LINE

(BASIS OF BEARING)  
N49 $^{\circ}$ 48'49"W  
72.93'

N65 $^{\circ}$ 30'58"E  
272.15'

S65 $^{\circ}$ 30'58"W  
189.36'

P.O.B.  
132.64'

S50 $^{\circ}$ 31'20"W  
20.00'

N39 $^{\circ}$ 28'41"W  
20.00'

P.O.C.

DRAWN BY: JCS  
DATE: 6-25-2003  
SCALE: 1" = 100'  
APPR. BY: TW  
DEP 1978-99.dwg

REEDER MESA WATERLINE  
RIGHT-OF-WAY DESCRIPTION MAP

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION