

PET97UNA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: RICHARD DEAN PETERSON AND  
DIANE MARIE PETERSON

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2716 UNAWEEP  
AVENUE UNAWEEP AVENUE IMPROVEMENTS PROJECT 2945-243-00-094

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1788862 0236PM 02/20/97  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOCUMENT FEE \$EXEMPT

Richard Dean Peterson and Diane Marie Peterson, Grantors, for and in consideration of the sum of One Hundred Twelve and 49/100 Dollars (\$112.49), the receipt and sufficiency of which is hereby acknowledged, have given and granted and by these presents do hereby give and grant unto 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 of Grantee and for the use of the Public Utilities, a Perpetual Utilities Easement on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southwest corner of Lot 5 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, said point of commencement also known as the Southwest Corner of said Section 24, and considering the South line of said Section 24 to bear S 90°00'00" E with all bearings contained herein being relative thereto; thence S 90°00'00" E along the South line of said Section 24 a distance of 728.12 feet; thence leaving said South line, N 00°00'00" E a distance of 30.00 feet to a point on the North right-of-way line for UnawEEP Avenue and the True Point of Beginning; thence S 90°00'00" E along the North right-of-way for UnawEEP Avenue a distance of 5.00 feet; thence leaving said right-of-way, N 00°00'00" E a distance of 15.00 feet; thence N 90°00'00" W a distance of 5.00 feet; thence S 00°00'00" W a distance of 15.00 feet to the Point of Beginning, containing 75.00 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, together with the right to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Utilities Easement, subject to the terms and conditions contained herein.

1. Grantors reserve the right to use and occupy the aforescribed easement for any lawful purpose which is not inconsistent with the rights herein granted; provided, however, that Grantors hereby covenant with Grantee that the easement area 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 for workers and equipment on, along, over, under, through and across the easement area.
2. Grantee agrees that the work and act of installing, maintaining and repairing utilities and related appurtenances and facilities shall be performed with due care using commonly accepted standards and techniques, taking precautions for the protection of persons and property; all damages to persons or property resulting from the failure to exercise due care, or other higher standard of care as may be applicable, shall be paid for and repaired at the expense of Grantee.

3. Grantors hereby covenants with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this 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 4th day of February, 1997.

Richard Dean Peterson  
Richard Dean Peterson

Diane Marie Peterson  
Diane Marie Peterson

State of Colorado            )  
  )ss.  
County of Mesa                )

The foregoing instrument was acknowledged before me this 4th day of February, 1997, by Richard Dean Peterson and Diane Marie Peterson.



My commission expires: June 7, 1999

Witness my hand and official seal.

Matthew S. Muller  
Notary Public