

PIF97UNA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: HEATHER J. PIFER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 2712 UNAWEEP  
AVENUE UNAWEEP AVENUE IMPROVEMENTS PROJECT 2945-243-29-004

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

1788978 0205PM 02/21/97  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOCUMENT FEE \$EXEMPT

Heather J. Pifer, Grantor, for and in consideration of the sum of Thirty One and 25/100 Dollars (\$31.25), the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents does 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:

Beginning at the Southwest Corner of Lot 4 of Grieser Minor Subdivision situate in the Southwest 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 13 at Page 231 in the office of the Mesa County Clerk and Recorder;  
thence N 00°00'00" E along the West line of said Lot 4 a distance of 5.00 feet;  
thence leaving said West line, S 90°00'00" E a distance of 5.00 feet;  
thence S 00°00'00" W a distance of 5.00 feet to a point on the South line of said Lot 4;  
thence N 90°00'00" W along said South line a distance of 5.00 feet to the Point of Beginning,  
containing 25.00 square feet as described herein and as 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. Grantor reserves the right to use and occupy the aforescribed easement for any lawful purpose which is not inconsistent with the rights herein granted; provided that Grantor hereby covenants with Grantee that the easement area shall not be burdened by the Grantor erecting or placing any improvements or structures thereon which would prevent reasonable ingress and egress for workers and equipment on, through and across the easement area.

2. Grantee agrees that the work and act of installation and repairing utilities and related appurtenances and facilities shall be performed in accordance with standards and techniques, taking precautions to protect the health and safety of persons and property; all damages to persons or property resulting from the exercise of such duties, or other higher standard of care as may be applicable, shall be paid and repaired at the expense of Grantee.

3. Grantor hereby covenants with Grantee that she has good title to the aforescribed premises; that she has good and lawful right to grant this Easement; that she will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

*PIFER*

Executed and delivered this 10<sup>th</sup> day of February, 1997.

Heather J. Pifer  
Heather J. Pifer

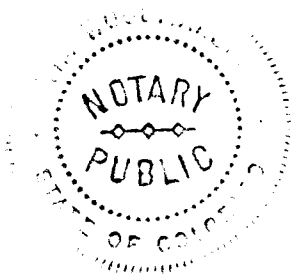
State of Colorado            )  
  )ss.  
County of Mesa                )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February, 1997, by Heather J. Pifer.

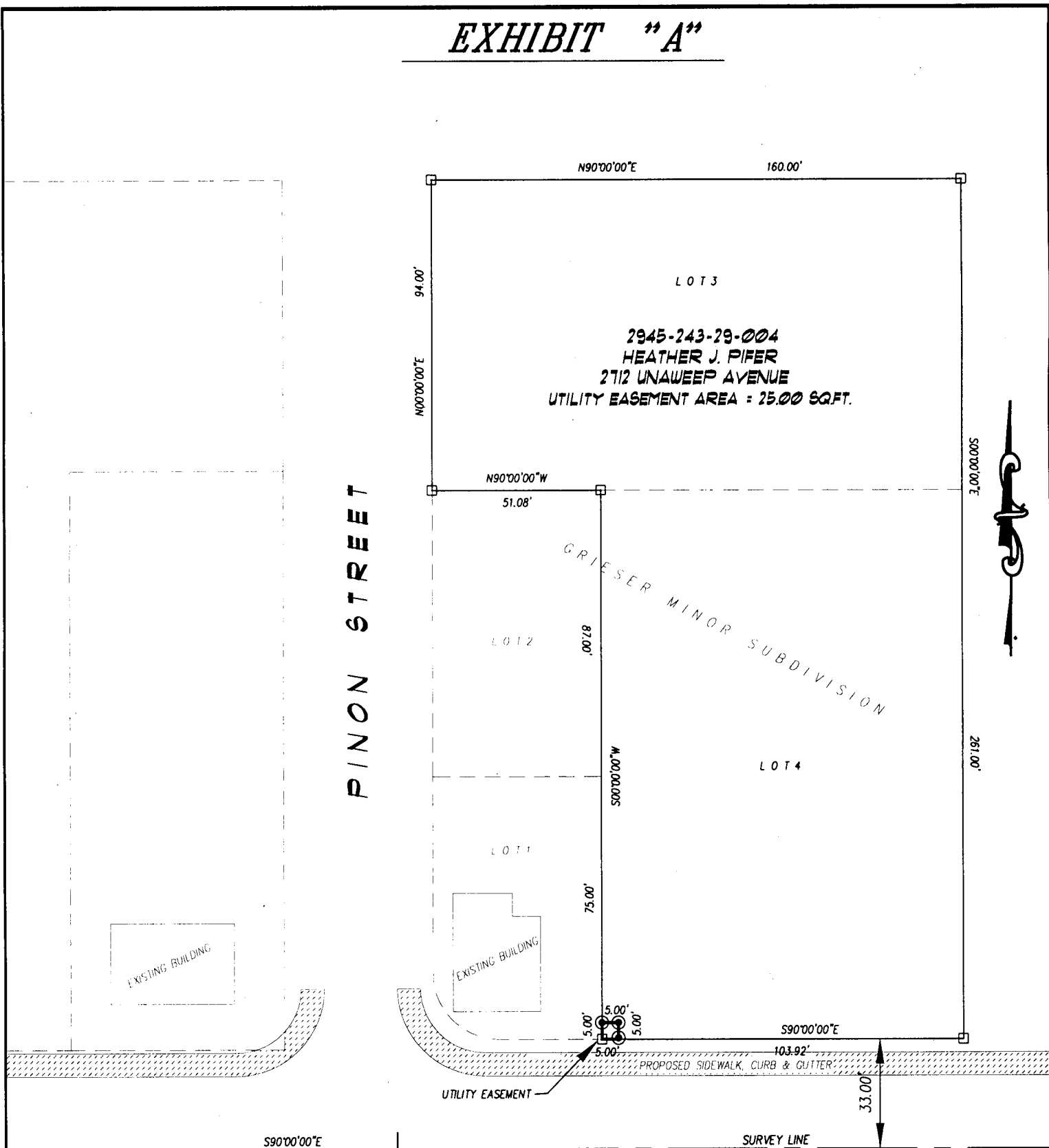
My commission expires: 2/28/98

Witness my hand and official seal.

Jim Woodmansee  
Notary Public



**EXHIBIT "A"**



DRAWN BY: SRP  
 DATE: 1-31-97  
 SCALE: 1" = 40'  
 APPR. BY: TW  
 FILE NO: WEEP41.DWG

**EASEMENT DESCRIPTION MAP**  
 UNAWEEP ( 146 )

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION