

UMB94HLL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: SHERMAN R. UMBERGER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 290 HOLLY  
LN. NO. 2945-252-00-068

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT1681072 11:28 AM 05/05/94  
MONIKA TODD CLK&REC MESA COUNTY CO

DOC EXEMPT

WHEREAS, the City plans to install a waterline known as the Holly Lane portion of the 1994 Waterline Replacements, for the health, safety and welfare of the inhabitants of the City of Grand Junction, hereinafter referred to as the "Project"; and

WHEREAS, in order to proceed with the Project, the City needs to obtain from Sherman R. Umberger, hereinafter referred to as the "Grantor", a Perpetual Easement for the installation, operation, repair and maintenance of a fire hydrant and attached waterline;

NOW THEREFORE, the Grantor, for and in consideration of the sum of One Dollar (\$1.00), 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, its successors and assigns forever, the herein described parcel of land as a PERPETUAL EASEMENT for the installation, maintenance, operation and repair of a fire hydrant and attached waterline, together with the right of ingress and egress, on, along, over, under, through and across that certain real property situate in the SE $\frac{1}{4}$  of Section 35, Township 1 South, Range 1 West, U.M., County of Mesa, State of Colorado, said easement being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, subject to the following terms, covenants, conditions and restrictions:

1. Grantor reserves the right to use and occupy the easement area for any purpose not inconsistent with Grantee's full enjoyment of the rights hereby granted; Grantee shall conduct its activities in a reasonable and prudent manner so as to not limit the joint use of the easement area by Grantor and Grantee.

2. Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing of any improvements thereon which might prevent reasonable access to and across the easement area.

3. Grantor further 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 defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

4. Grantee shall insure that all land surfaces within this easement which are disturbed from installation of said fire hydrant shall be returned as nearly as practicable to their original condition or better.

Signed this 4<sup>th</sup> day of May, 1994.

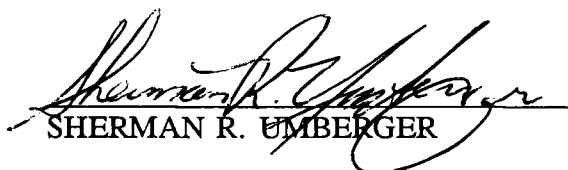
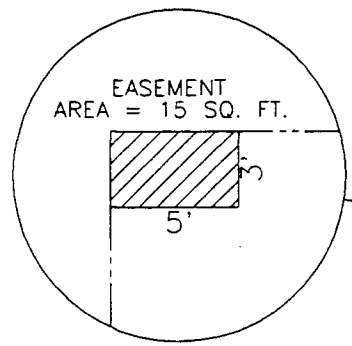
  
SHERMAN R. UMBERGER



EXHIBIT "A"

NW COR. E2W2NE4NW4  
SEC. 25  
T1S. R1W  
UM.

EAST  
10'



615'

PERPETUAL EASEMENT

WEST 150'

SOUTH  
75'

2945-252-00-068  
SHERMAN R. UMBERGER  
290 HOLLY LANE  
GRAND JUNCTION, CO.  
81503

NORTH  
75'

EAST 150'

P.O.B.



N.T.S.

R.O.W. DESCRIPTION MAP  
 PARCEL NO. 2945-252-00-068  
 APPROVED PH  
 DATE DRAWN BY CLM 5/94 UMBERGER

CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT  
 SHERMAN R. UMBERGER