

WHI04BLU

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: JOHN WHITING

PURPOSE: FOR THE RIGHT OF INGRESS AND EGRESS  
OF THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND  
REPLACEMENT OF WATER PIPELINES AND RELATED FACILITIES  
REEDER MESA WATERLINE

ADDRESS: 4455 BLUE SAGE DRIVE

PARCEL NO: 2969-252-00-431

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION: NONE

DESTRUCTION: NONE

WHEN RECORDED RETURN TO:

City of Grand Junction

Real Estate Division

250 North 5<sup>th</sup> Street

Grand Junction, CO 81501

2217653 BK 3752 PG 827-829

10/05/2004 09:23 AM

Janice Ward CLK&REC Mesa County, CO

RecFee \$15.00 SurChg \$1.00

DocFee EXEMPT

### GRANT OF EASEMENT

John Whiting, Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does 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 Sections 25 and 26, 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 Northeast corner of that certain parcel of land having Mesa County Assessor Tax Control Number 2969-252-00-431 with a Warranty Deed describing said Parcel recorded in Book 2575, Pages 981 and 982, Public Records of Mesa County, Colorado, and assuming the North line 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 Northerly line of said Parcel a distance of 72.93 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 65°30'58" W a distance of 437.96 feet, more or less, to a point on the South line of said Parcel; thence N 35°11'35" W along the South line of said Parcel, a distance of 40.71 feet; thence N 65°30'58" E a distance of 426.59 feet, more or less, to a point on the North line of said Parcel; thence S 49°48'49" E, along the North line of said Parcel, a distance of 44.25 feet, more or less, to the Point of Beginning.

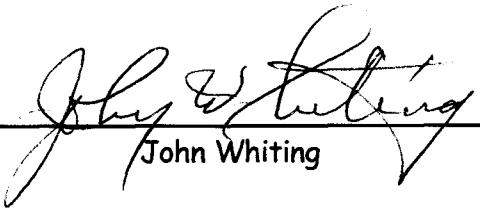
CONTAINS 0.397 Acres (17,291.07 Sq. Ft), more or less, as described herein and as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

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. Grantor 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 Grantor hereby covenants 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. Grantor hereby covenants 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.

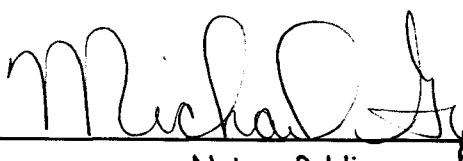
Executed and delivered this 4TH day of OCTOBER, 2004.


  
\_\_\_\_\_  
John Whiting

State of Colorado )  
                          )ss.  
County of Mesa    )

The foregoing instrument was acknowledged before me this 4TH day of OCTOBER, 2004, by John Whiting.

My commission expires: 10/09/2007  
Witness my hand and official seal.

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



My Commission Expires 10/09/2007

*Legal description by Peter T. Krick, City of Grand Junction, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501*

# 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

2969-252-00-430  
 JOHN WHITING

2969-252-00-431  
 4455 BLUE SAGE DRIVE  
 JOHN WHITING  
 WARRANTY DEED:  
 BOOK 2575, PAGES 981-982  
 UTILITY EASEMENT  
 AREA = 17291.07 SF

(BASIS OF BEARING)  
 S49°48'49"E  
 44.25'

P.O.B.  
 72.93  
 N49°48'49"W  
 P.O.C.

N65°30'58"E  
 426.59'  
 S65°30'58"W  
 437.96'

N35°1'35"W  
 40.71'

20" STEEL WATER LINE  
 6" PVC WATER LINE

N50°31'20"E  
 450.00'  
 BLUE SAGE DRIVE

2969-252-00-432  
 JOHN WHITING

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