

WIG02BKA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: GRANT OF ELECTRIC AND TELECOMMUNICATIONS  
EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: DOUGLAS P. WIGENT

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 905  
BOOKCLIFF AVENUE

PARCEL NO. : 2945-111-00-046

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

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

Book 3073 Page 686

2054592 05/03/02 0430PM  
MONIKA TODD CLERK REC MESA COUNTY CO  
REC FEE \$15.00

DOCUMENTARY FEE \$EXEMPT

PAGE DOCUMENT

## GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Douglas P. Wigent, Grantor, for and in consideration of the sum of One Hundred Twelve and 50/100 Dollars (\$112.50), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to 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 and benefit of Grantee and for the use and benefit of the Public Utilities, to the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of electric and telecommunications facilities on, along, over, under, through and across the following described parcels of land, to wit:

A certain perpetual easement lying in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 11, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 11, and considering the North line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 11, Township 1 South, Range 1 West, Ute Meridian, to bear N 89°57'58" W with all bearings contained herein being relative thereto; thence N 89°57'58" W along the North line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 11, a distance of 138.50 feet; thence S 00°32'02" W a distance of 30.00 feet to a point on the South right-of-way for Bookcliff Avenue and the TRUE POINT OF BEGINNING; thence, from said Point of Beginning, S 89°57'58" E along the South right-of-way for Bookcliff Avenue, said line being 30.00 feet South of and parallel with the North line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 11, a distance of 5.00 feet; thence S 00°32'02" W a distance of 5.00 feet; thence N 89°57'58" W a distance of 5.00 feet; thence N 00°32'02" E a distance of 5.00 feet, more or less, to the Point of Beginning.

Containing 25.00 square feet (0.0006 Acres), more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, 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 and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.

2. Grantee agrees that Grantees' utilization of the herein described Easement shall be performed with due care using commonly accepted standards and techniques.

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

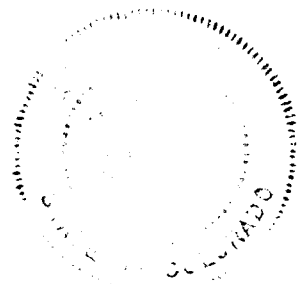
Executed and delivered this 3 day of MAY, 2002.

Douglas P. Wigent  
Douglas P. Wigent

State of Colorado )  
                                  )ss.  
County of Mesa     )

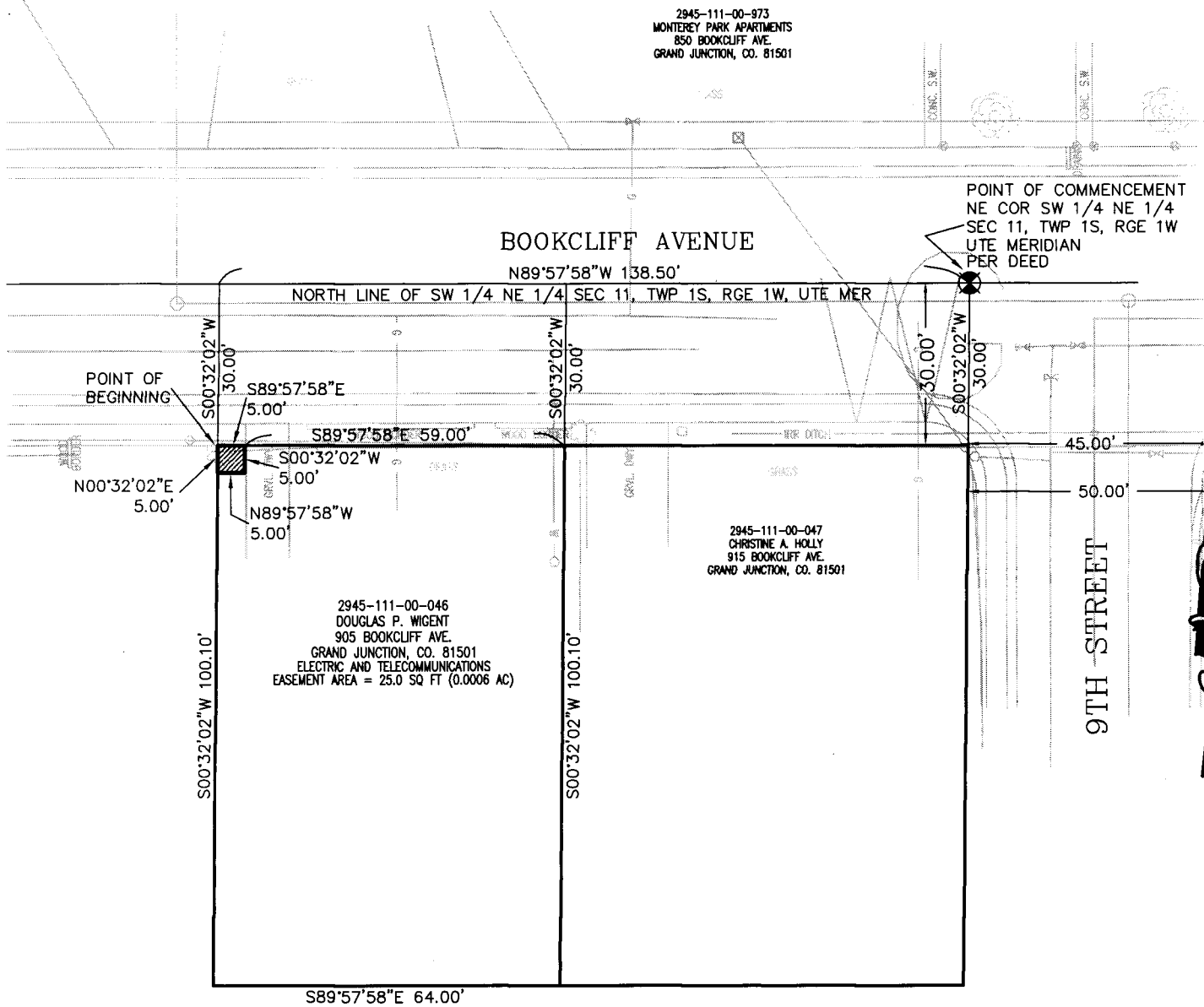
The foregoing instrument was acknowledged before me this 29 day of May, 2002, by Douglas P. Wigent.

My commission expires: 4-21-04  
Witness my hand and official seal.



Kathy Valdez  
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 a means for establishing or verifying property boundary lines.

DRAWN BY: P.I.K.  
 DATE: 04-17-2002  
 SCALE: 1" = 30'  
 APPR. BY: JW  
 FILE NO: EASE.DWG

EASEMENT DESCRIPTION MAP  
 BOOKCLIFF AVENUE  
 DOUGLAS P. WIGENT  
 2945-111-00-046

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION