

WLN02IDP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: ELECTRIC AND TELECOMMUNICATIONS FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: MATTHEW JAMES WOLLIN

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 344 INDEPENDENT AVENUE, GRAND JUNCTION

PARCEL NO.: 2945-104-00-100

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 3038 PAGE 440

2044850 03/11/02 0859AM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$10.00  
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Matthew James Wollin, Grantor, for and in consideration of the sum of Seventy-Eight and 75/100 Dollars (\$78.75), 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, 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 parcel of land, to wit:

A certain Perpetual Easement lying in the Northeast Quarter of the Southeast Quarter (NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>) of Section 10, 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 Southeast Corner of the Northeast Quarter of the Southeast Quarter (NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>) of said Section 10, and considering the South line of the NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> of said Section 10 to bear N 89°56'21" W with all bearings contained herein being relative thereto; thence N 89°56'21" W, along the said South line of the NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, a distance of 973.00 feet; thence N 00°03'39" E a distance of 1.00 foot to the TRUE POINT OF BEGINNING; thence N00°03'39"E a distance of 7.00 feet; thence S89°56'21"E a distance of 5.00 feet; thence S 00°03'39" W a distance of 7.00 feet; thence N 89°56'21" W a distance of 5.00 feet more or less, to the POINT OF BEGINNING.

Containing 35.00 square feet (0.0008 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.

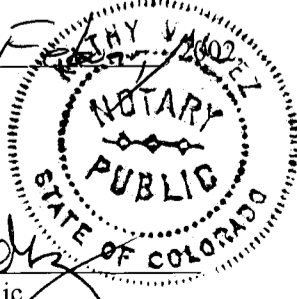
Executed and delivered this 28<sup>th</sup> day of February, 2002.

*Matthew James Wollin*  
Matthew James Wollin

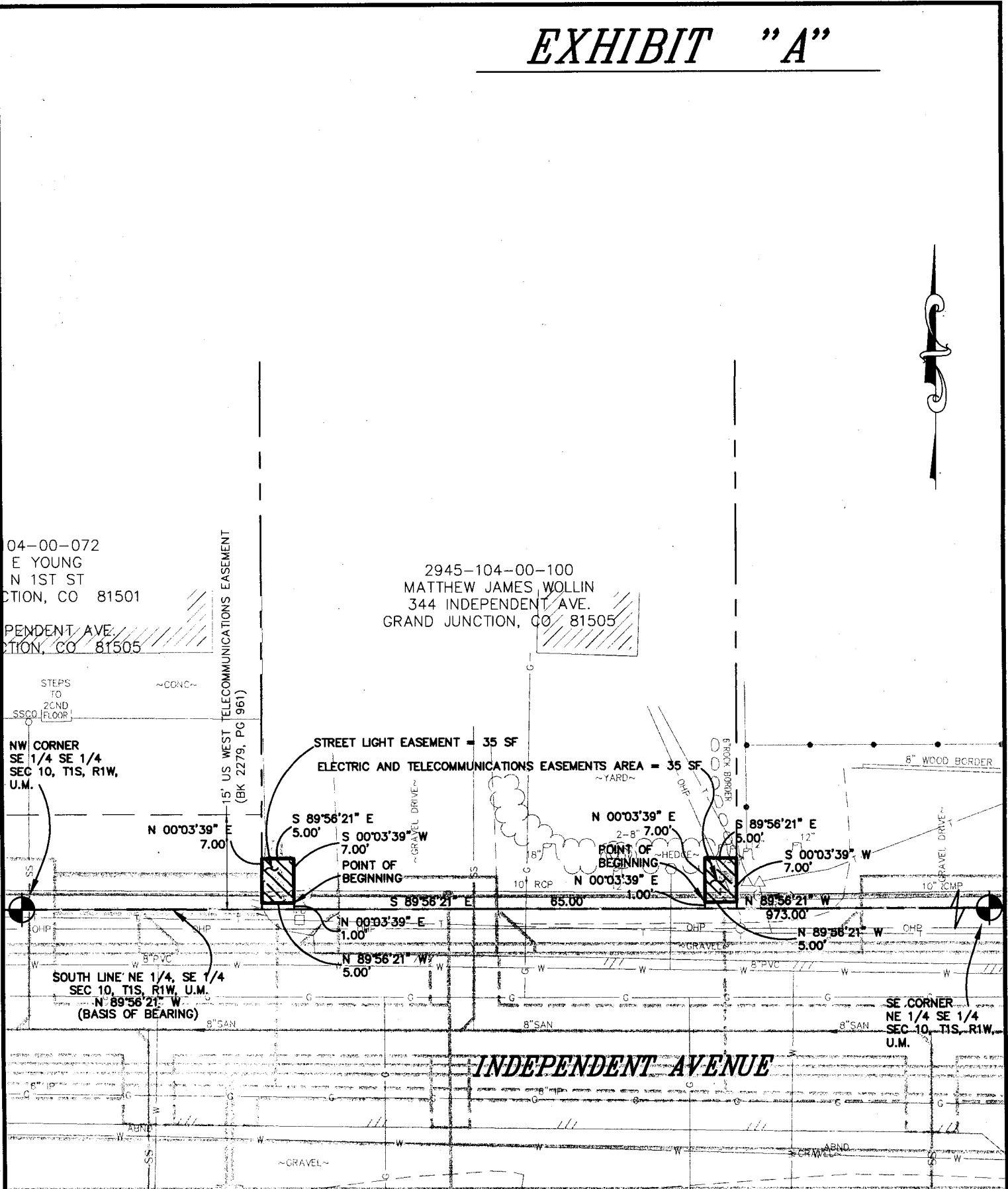
State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2002, by Matthew James Wollin.

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

*Kathy Valdez*  
Notary Public  


# EXHIBIT "A"



04-00-072  
 E YOUNG  
 N 1ST ST  
 GRAND JUNCTION, CO 81501

2945-104-00-100  
 MATTHEW JAMES WOLLIN  
 344 INDEPENDENT AVE.  
 GRAND JUNCTION, CO 81505

NW CORNER  
 SE 1/4 SE 1/4  
 SEC 10, T1S, R1W,  
 U.M.

5" WOOD BORDER

SOUTH LINE NE 1/4, SE 1/4  
 SEC 10, T1S, R1W, U.M.  
 N 89°56'21" W  
 (BASIS OF BEARING)

SE CORNER  
 NE 1/4 SE 1/4  
 SEC 10, T1S, R1W,  
 U.M.

## INDEPENDENT AVENUE

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.

RECORDER NOTE: POOR QUALITY DOCUMENT  
 PROVIDED FOR REPRODUCTION

DRAWN BY: JCS  
 DATE: 10-10-2001  
 SCALE: 1" = 20'  
 APPR. BY: TW  
 FILE NO. ROW.DWG

### INDEPENDENT AVENUE RIGHT-OF-WAY DESCRIPTION MAP

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION