

**ALL04MUS**

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (SANITARY SEWER)**

NAME OF PROPERTY OWNER OR GRANTOR: JOHN T. ALLBRITTON AND  
DONNA M. ALLBRITTON

PURPOSE: PERPETUAL EASEMENT FOR THE INSTALLATION,  
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SANITARY  
SEWER FACILITIES AND APPURTENANCES RELATED

ADDRESS: 2598 MUSIC LANE

PARCEL#: 2945-034-00-084

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

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

2186690 BK 3629 PG 585-587  
 04/13/2004 02:39 PM  
 Janice Ward CLK&REC Mesa County, CO  
 RecFee \$15.00 SurChg \$1.00  
 DocFee EXEMPT

### GRANT OF SANITARY SEWER EASEMENT

John T. Allbritton and Donna M. Allbritton, Grantors, for and in consideration of the installation and maintenance of certain sanitary sewer improvements by Grantee, the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501, Grantee, for the benefit of the Persigo 201 Sewer System, whose address is 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto, under, through and across the following described parcel of land, to wit:

A certain parcel of land for perpetual easement purposes lying in the Southeast Quarter (SE 1/4) of Section 3, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being a portion of that certain parcel of land described in Book 2445, Page 658, Public Records of Mesa County, Colorado and more particularly described as follows:

COMMENCING at the Southeast corner of said Section 3, and assuming the East line of the SE 1/4 of said Section 3 bears N 00°00'00" E (per recorded deed) with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°00'00" E a distance of 1497.8 feet to a point on the North right of way for Music Lane; thence N 90°00'00" W, along said North right of way, a distance of 303.6 feet, more or less, to the Southwest corner of that certain parcel of land described in said Book 2445, Page 658, being the beginning of a non-tangent 360.00 foot radius curve, concave Northeast, whose long chord bears N 26°35'59" W with a long chord length of 173.35 feet and being the POINT OF BEGINNING; thence from said Point of Beginning, Northwesterly along the arc of said curve, being the West line of said described parcel of land, through a central angle of 27°51'46", a distance of 175.07 feet, more or less, to a point being the Northwest corner of said described parcel of land; thence N 90°00'00" E along the North line of said described parcel, a distance of 4.62 feet; thence S 30°42'28" E a distance of 171.42 feet; thence S 00°00'00" E a distance of 7.61 feet, more or less, to a point on the South line of said described parcel of land; thence N 90°00'00" W, along the South line of said described parcel of land, a distance of 14.54 feet, more or less, to the Point of Beginning.

CONTAINING 3,045.2 Square Feet, 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. Grantors 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 Grantors hereby covenant 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 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's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantors' adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed. All facilities authorized pursuant to this conveyance shall be located below the surface of the ground, excepting manholes which shall be installed flush with the surface of the ground.

3. Grantee's utilization of the Easement shall be specifically limited to the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto. The easement rights herein granted do not include the right to alter or expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

4. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever, excepting all reservations, rights-of-way, restrictions, covenants and other encumbrances of record.

Executed and delivered this 26 day of JANUARY, 2004.

John T. Allbritton  
John T. Allbritton

Donna M. Allbritton  
Donna M. Allbritton

State of Colorado )  
                                  ) ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 26 day of January, 2004, by John T. Allbritton and Donna M. Allbritton.

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



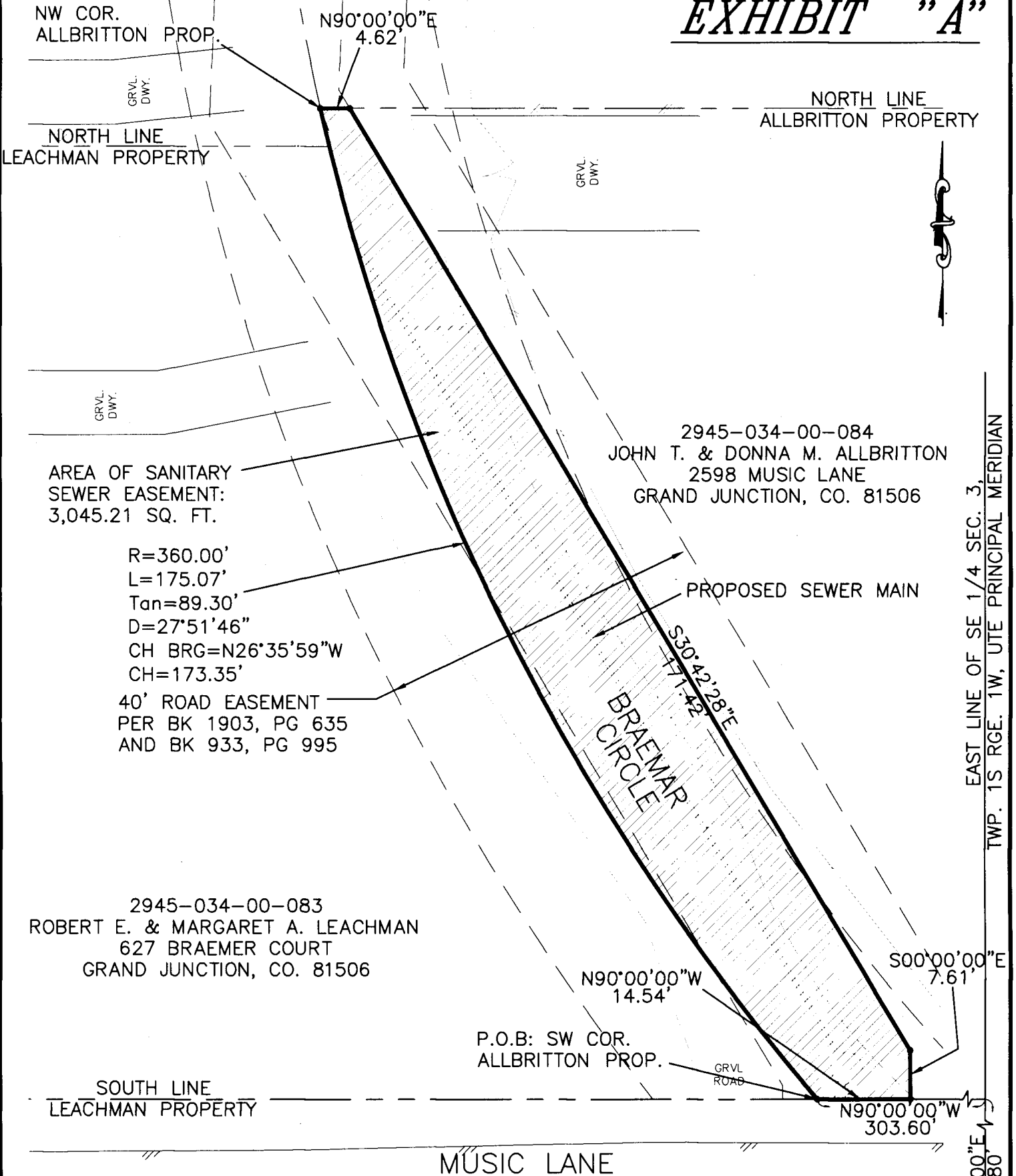
My Commission Expires 10/09/2007

Michael Grizenko  
Notary Public

2945-034-00-189  
 DALE J. & SUSAN C. HOLLINGSHEAD  
 629 BRAEMER COURT  
 GRAND JUNCTION, CO. 81506

2945-034-00-081  
 ROBIN D. & MIRIAM A. PECKHAM  
 629 26 ROAD  
 GRAND JUNCTION, CO. 81506

**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.

POINT OF COMMENCEMENT:  
 SE COR., SEC. 3  
 TWP. 1S RGE. 1W  
 UTE PRINCIPAL MERIDIAN

DRAWN BY: DPW  
 DATE: 12-2003  
 SCALE: 1" = 20'  
 APPR. BY: TW  
 FILE NO. EXHIBIT A

2945-034-00-084  
 ALLBRITTON PROPERTY  
 SANITARY SEWER EASEMENT

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