

ARC0526R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	MICHAEL T ARCHER
PURPOSE:	EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SANITARY SEWER FACILITIES FOR F ½ ROAD SEWER IMPROVEMENT DISTRICT
ADDRESS:	648 26 ROAD
PARCEL NO:	2945-023-00-009
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
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

2281472 BK 4019 PG 28-30  
10/20/2005 04:02 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$15.00 SurChg \$1.00  
DocFee EXEMPT

**GRANT OF SANITARY SEWER EASEMENT**

Michael T. Archer, Grantor, 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, has granted and conveyed, and by these presents does 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 5th 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 perpetual utility easement lying in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 2, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 2 and assuming the North line of the NW 1/4 SW 1/4 of said Section 2 to bear N89°50'34"E with all bearings contained herein relative thereto; thence N89°50'34"E along the North line of the NW 1/4 SW 1/4 of said Section 2, a distance of 8.00 feet to the Point of Beginning; thence continuing N89°50'34"E along the North line of the NW 1/4 SW 1/4 of said Section 2, a distance of 209.80 feet to a point on the East line of that certain parcel of land described in Book 3327, Page 971, public records of Mesa County, Colorado; thence S00°02'48"W along the east line of said described parcel a distance of 15.00 feet; thence S89°50'34"W along a line being 15.00 foot South of and parallel with the North line of the NW 1/4 SW 1/4 of said Section 2, a distance of 189.80 feet; thence S00°02'48"W along a line being 28.00 foot East of and parallel with the West line of the NW 1/4 SW 1/4 of said Section 2, a distance of 185.00 feet to a point on the South line of said described parcel; thence S89°50'37"W along the South line of said described parcel a distance of 20.00 feet; thence N00°02'48"E along a line being 8.00 foot East of and parallel with the West line of the NW 1/4 SW 1/4 of said Section 2, a distance of 200.00 feet more or less to the Point of Beginning.

CONTAINING 6,847.0 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. 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 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 Grantor's 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. Grantor 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 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 15<sup>th</sup> day of AUGUST, 2005.

*Michael T. Archer*  
Michael T. Archer

State of Colorado    )  
                                  ) ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of AUGUST, 2005, by Michael T. Archer.

My commission expires: 3. 3. 10  
Witness my hand and official seal.

*Peggy Holquin*  
Notary Public



