

BRK02GRD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: KRISTIE L. BROCKISH

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK):
2608 G ROAD

PARCEL NO.: 2701-353-00-096

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 5th Street
Grand Junction, CO 81501

3 PAGE DOCUMENT

BOOK 2999 PAGE 588

2034982 01/09/02 0210PM
MONIKA TODD CLR&REC MESA COUNTY CO
REC FEE \$15.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF SANITARY SEWER EASEMENT AGREEMENT

Kristie L. Brockish, Grantor, for and in consideration of the sum of Three Thousand Nine Hundred and 00/100 Dollars (\$3,900.00), 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, 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:

Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter ("SW ¼ SW ¼") of Section 35, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and considering the South line of the Southwest Quarter ("SW ¼") of said Section 35 to bear N 89°55'57" W with all bearings contained herein being relative thereto; thence N 89°55'57" W, along the South line of the SW ¼ of said Section 35 a distance of 724.60 feet; thence leaving the South line of said SW ¼, N 00°56'03" E along the East line of lands described by a Warranty Deed recorded in Book 1706, Page 336, Public Records of Mesa County, Colorado, a distance of 382.04 feet to the Northeast corner of said described lands; thence N 89°55'57" W along a line 382.00 feet North of and parallel with the South line of the SW ¼ of said Section 35 a distance of 12.88 feet to the TRUE POINT OF BEGINNING;

thence leaving said parallel line, S 68°07'41" W a distance of 224.78 feet, more or less, to the East right-of-way for the Grand Valley Main Line Canal; thence N 02°47'11" W along said East right-of-way a distance of 21.16 feet; thence leaving said East right-of-way, N 68°07'41" E a distance of 168.21 feet to a point on the said line which is 382.00 feet North of and parallel with the South line of the SW ¼ of said Section 35; thence S 89°55'57" E along said parallel line a distance of 53.53 feet to the POINT OF BEGINNING, containing 3,929.8 square feet (0.09 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 which may act to impede or prevent reasonable ingress and egress for workers and equipment 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. In the event of permanent abandonment of the Easement by Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Grantee fails to use the Easement for any consecutive twelve (12) month period.

5. Grantor hereby covenants with Grantee that she has good title to the aforescribed premises; that she has good and lawful right to grant this Easement; that she 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 8th day of January, 2002.

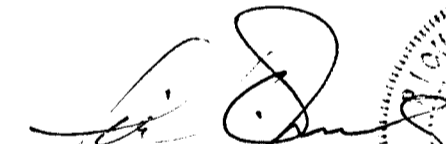


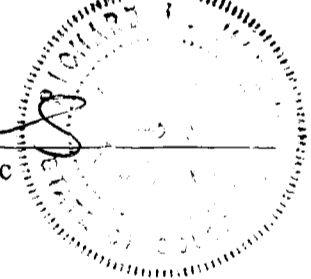
Kristie L. Brockish

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 8th day of JAN, 2002, by Kristie L. Brockish.

My commission expires: 1.15.06
Witness my hand and official seal.



Notary Public 

D:\drawing\Peter\New_work\26 & G Road Easements\dwg\20' Easement Sketch.dwg 12/05/01 10:26:01 AM MST

EXHIBIT "A"

2701-353-00-067
 RONALD D. AND TERRY L. VINCENT
 720 26 ROAD
 GRAND JUNCTION, CO 81506

S89°55'57"E
 53.53'

N68°07'41"E 168.21'
 3,929.8 sq. ft.
 (0.09 acres)

POINT OF BEGINNING
 N89°55'57"W
 12.88'

NORTHEAST CORNER OF PROPERTY
 DESCRIBED IN WARRANTY DEED
 BOOK 1706, PAGE 336

N02°47'11"W
 21.16'

APPROXIMATE EAST R/W
 GRAND VALLEY MAIN LINE CANAL

2701-353-00-096
 KRISTIE L. BROCKISH
 2608 G ROAD
 GRAND JUNCTION, CO 81506

2701-353-00-024
 HUI CHUNG CHAO
 2612 G ROAD
 GRAND JUNCTION, CO 81506

EAST LINE OF LANDS PER WARRANTY DEED, BOOK 1706, PAGE 336

N00°56'03"E 382.04'

POINT OF COMMENCEMENT
 SOUTHEAST CORNER OF
 SW 1/4 SW 1/4 SEC 35
 TWP 1S, RGE 1W, UTE MERIDIAN

26 ROAD

N89°55'57"W 724.60'

SOUTH LINE OF SOUTHWEST QUARTER SECTION 35, TOWNSHIP 1 NORTH,
 RANGE 1 WEST, UTE MERIDIAN
 N89°55'57"W (BASIS OF BEARINGS USED HEREON)

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: 12-04-2001
 SCALE: 1" = 60'
 APPR. BY: IW
 FILE NO: 1051DWG

SKETCH OF EASEMENT

THROUGH LANDS OF KRISTIE L. BROCKISH
 2701-353-00-096

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION