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**BYR04BWY**

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: ROBERT W. BYARS AND SARAH  
C. BYARS

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

ADDRESS: 2395 BROADWAY - LOT 6 OF BLOCK 1 - LOT 6  
BLOCK 1 WATSONS SUBDIVISION

PARCEL#: 2945-174-14-006

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHICH RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5th Street  
Grand Junction, CO 81501

3 PAGE DOCUMENT

2179666 BK 3598 PG 897-899  
03/03/2004 10:01 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$15.00 SurChg \$1.00  
DocFee EXEMPT

### GRANT OF SANITARY SEWER EASEMENT

Robert W. Byars and Sarah C. Byars, Grantors, for and in consideration of the sum of Five Hundred and 00/100 Dollars (\$500.00), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, 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, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land for a sanitary sewer easement lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 17, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, being a portion of Lot 6, Block 1, Plat of Watson's Subdivision, as same is recorded in Plat Book 7, Page 65, Public Records of Mesa County, Colorado and being more particularly described as follows:

The NORTHERLY 5.00 feet of said Lot 6, Block 1, Plat of Watson's Subdivision, being parallel with the Northerly boundary line of said Lot 6.

CONTAINING 500.0 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. 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

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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.

Executed and delivered this 18 day of February, 2004.

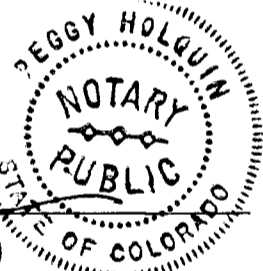
Robert W. Byars  
Robert W. Byars

Sarah C. Byars  
Sarah C. Byars

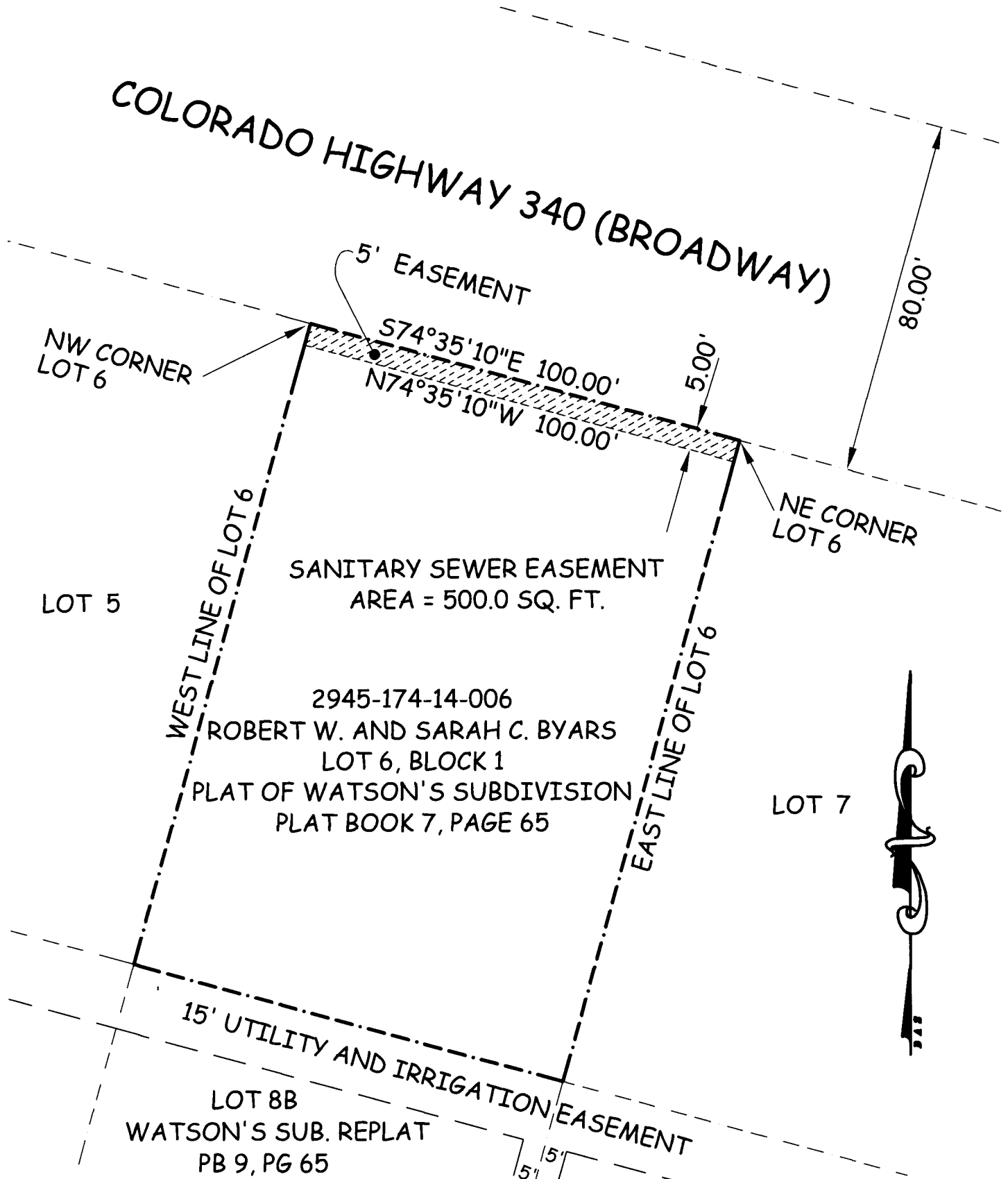
State of Colorado )  
                                  ) ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2004, by Robert W. Byars and Sarah C. Byars.

My commission expires: 3.305  
Witness my hand and official seal.

Peggy Holquin  
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.

<p>DRAWN BY: P.T.K.          DATE: 02-13-2004          SCALE: 1" = 30'          APPR. BY: TW</p>	<p><i>Robert W. Byars and Sarah C. Byars</i>          2395 BROADWAY          EASEMENT SKETCH          2945-174-14-006</p>	<p>CITY OF  <b>grand junction</b>          COLORADO          serving the community together</p>
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