

FIL92NRT

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: CLARENCE L. FILES, SHIRLEY A.
HOWARD, DONALD G. FILES, AND ROBERT L. FILES

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: NORTH OF
NORTHACRES ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1992

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEMORANDUM OF AGREEMENT

OK
1992 JWC

Agreement has been reached this 15th day of January, 1991, between CLARENCE L. FILES, SHIRLEY A. HOWARD, DONALD G. FILES, and ROBERT L. FILES, herein collectively called the Vendors, and the CITY OF GRAND JUNCTION, Colorado, herein called the City.

WHEREAS, in the installation and construction of sanitary sewer line, the City requires the Permanent Easement herein described; and

WHEREAS, for and in consideration of the mutual covenants and promises to be kept by the City as described herein, the Vendors have agreed to donate said Permanent Easement to the City.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Vendors agree to donate to the City a Permanent Easement for the installation, maintenance, operation and repair of said sanitary sewer line, together with the right of ingress and egress on, along over under, through and across the following described parcel of land, to wit:

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MONIKA TODD CLK&REC MESA COUNTY CO

The West 15.0 feet of the NE1/4 NE1/4 of the SW1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, lying South of the right of way of the Canal of the Grand Valley Irrigation Company.

2. The installation of said sanitary sewer line will be made by the City and its contractors at no cost to the Vendors.

3. In consideration for the parcels of land described herein, the City, as managers of the 201 Sewer System agrees to:

A. Waive the Plant Investment Fee for two (2) single family residential sewer taps to the property which is to be encumbered by the above referenced easements, having a present dollar value of \$1,500.00,

B. Waive any and all assessments or capital improvement charges associated with the costs of extending public sanitary sewer across the above referenced Permanent Easement for two (2) single family residential sewer taps.

4. This agreement shall be deemed a contract extending to and binding upon the parties hereto, and upon their heirs, successors and assigns.

DATED the day and year first above written.

Clarence L. Files
Clarence L. Files

Shirley A. Howard
Shirley A. Howard

Donald G. Files
Donald G. Files

Robert L. Files
Robert L. Files

THE CITY OF GRAND JUNCTION,
COLORADO

ATTEST:

Bill Cheney
Bill Cheney, Utilities Engineer

Monika B. Dickhart, CMC
City Clerk

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

BOOK 1875 PAGE 229

PROJECT: Northfield Estates Sanitary Sewer Extension

LOCATION: NE1/4 NE1/4 SW1/4 Section 2, T.1S., R.1W., U.M.

This Temporary Construction Easement Agreement is entered into this 15th day of January, 1991, by and between Clarence L. Files, Shirley A. Howard, Donald G. Files and Robert L. Files, hereinafter referred to as the "Vendors", and The City of Grand Junction, a municipal corporation, hereinafter referred to as the "City";

WHEREAS, in the installation a sanitary sewer line and related facilities, the City requires the Temporary Construction Easement more particularly described as follows, to wit:

The West 50.0 feet of the NE1/4 NE1/4 of the SW1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, lying South of the right of way of the Canal of the Grand Valley Irrigation Company.

NOW, THEREFORE, IT IS AGREED:

1. For the consideration of One Dollar (\$1.00) and other good and valuable consideration, the Vendors convey to the City said temporary construction easement to allow access for construction workers and equipment to install said sanitary sewer line and related facilities.
2. Said temporary easement will commence on the first date of the construction of the above referenced project and terminate when construction of said project is completed and formally accepted by the City Engineer.
3. It is not the City's intent to disturb the surface of the ground or any other appurtenances presently existing on the Vendor's property; however, if any such appurtenances are disturbed from said construction activities of the project, they shall be returned as nearly as practicable to their original condition, or better.
4. This Agreement shall be deemed a contract extending to and binding upon the parties hereto, and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns, subject to City approval.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first written above.

Clarence L. Files
Clarence L. Files

Shirley A. Howard
Shirley A. Howard

Donald G. Files
Donald G. Files

Robert L. Files
Robert L. Files

Accepted By:

Bill Cheney
Bill Cheney,
City Utilities Engineer

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that CLARENCE L. FILES, SHIRLEY A. HOWARD, DONALD G. FILES AND ROBERT L. FILES, Grantors, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, in hand paid by THE CITY OF GRAND JUNCTION, Colorado, Grantee, receipt of which is hereby acknowledged, have given and granted and by these presents do hereby give and grant unto the said Grantee, its successors and assigns, a PERPETUAL EASEMENT for the installation, maintenance, operation and repair of an underground sanitary sewer line, together with the right of ingress and egress, on, along, over, under, through and across the following described real property located in the SW1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, to wit:

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MONIKA TOD CLK® MESA COUNTY CO
DOC EXEMPT

The West 15.0 feet of the NE1/4 NE1/4 of the SW1/4 of said Section 2, lying South of the right of way of the Canal of the Grand Valley Irrigation Company.

The Grantors hereby covenant with the Grantee they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Signed this 4 day of January, ¹⁹⁹² 1991.

Clarence L. Files
Clarence L. Files

Shirley A. Howard
Shirley A. Howard

Donald G. Files
Donald G. Files

Robert L. Files
Robert L. Files

STATE OF COLORADO)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 4th day of January, 1991, by Clarence L. Files, Shirley A. Howard, Donald G. Files and Robert L. Files.

My commission expires 9/7/92.

Witness my hand and official seal.

Blanche E. Mancuso
Notary Public

Address: 1545 Main St
Grand Junction, Co 81501

