

HAR04BWY

TYPE OF RECORD: PERMANENT

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

NAME OF CONTRACTOR: BETTY J HARBIG

SUBJECT/PROJECT: 2393 BROADWAY, PERPETUAL EASEMENT FOR
THE REPLACEMENT OF SANITARY SEWER
FACILITIES. LOT 5 , WATSON'S
SUBDIVISION

TAX PARCEL #: 2945-174-14-005

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 5th Street
Grand Junction, CO 81501

2228152 BK 3794 PG 85-87
12/08/2004 09:05 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT AGREEMENT

Betty June Harbig, Grantor, for and in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00), 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:

A certain parcel of land for a permanent utility 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 5, 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 NORTH 10.00 feet of said Lot 5, Plat of Watson's Subdivision.

CONTAINING 1,000.0 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 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. 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, 2004.

Betty June Harbig
Betty June Harbig

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 8th day of January, 2004, by Betty June Harbig.

My commission expires: 3.3.05
Witness my hand and official seal.

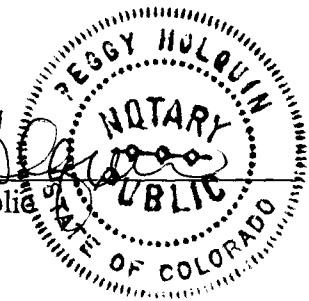
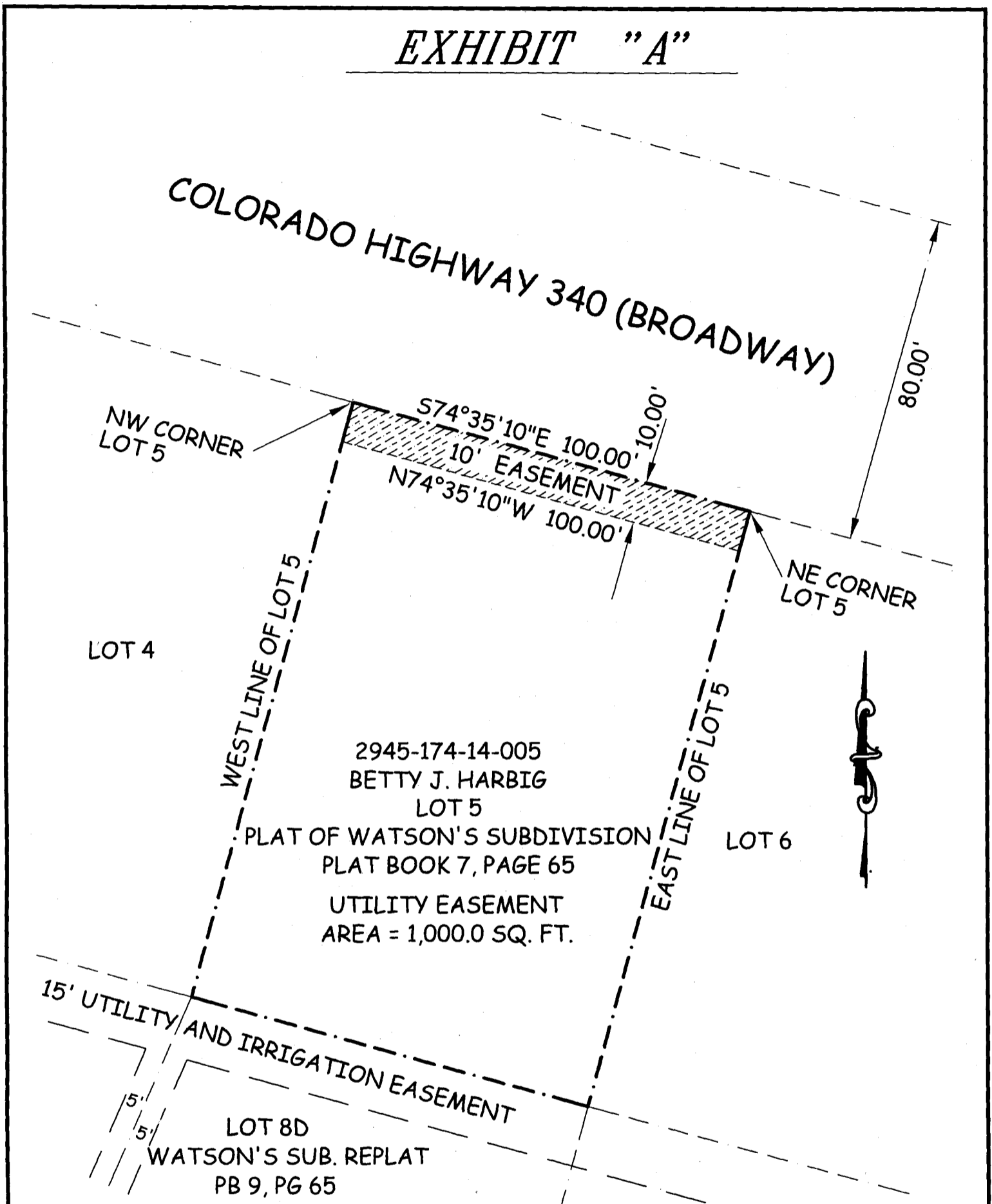
Peggy Holquin
Notary Public


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.

DRAWN BY: P.T.K.
 DATE: 01-07-2004
 SCALE: 1" = 30'
 APPR. BY: IW

BETTY J. HARBIG
 2393 BROADWAY
 EASEMENT SKETCH
 2945-174-14-005

CITY OF
grand junction
 COLORADO
 serving the community together