

HOL04BMR

TYPE OF RECORD: PERMANENT

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

NAME OF PROPERTY OWNER OR GRANTOR: DALE J. HOLLINGSHEAD AND
SUSAN C. HOLLINGSHEAD

PURPOSE: PERPETUAL EASEMENT FOR THE
INSTARLLATION, OPERATION, MAINTENANCE, REPAIR AND
REPLACEMENT OF SANITARY SEWER FACILITIES AND
APPURTENANCES RELATED

ADDRESS: 629 BRAEMER COURT

PARCEL#: 2945-034-00-189

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHE I RECORDED RETURN TO:

City of Grand Junction
 Real Estate Division
 250 North 5th Street
 Grand Junction, CO 81501

2186688 BK 3629 PG 580-582
 04/13/2004 02:39 PM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$15.00 SurChg \$1.00
 DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT

Dale J. Hollingshead and Susan C. Hollingshead, Grantors, 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, have granted and conveyed, and by these presents do hereby grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th 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 parcel of land for perpetual easement purposes lying in the Southeast Quarter (SE 1/4) of Section 3, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being a portion of that certain parcel of land described in Book 1903, Page 635, Public Records of Mesa County, Colorado and more particularly described as follows:

COMMENCING at the Southeast corner of said Section 3, and assuming the East line of the SE 1/4 of said Section 3 bears N 00°00'00" E (per recorded deed) with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°00'00" E a distance of 1646.8 feet to a point; thence N 90°00'00" W a distance of 379.8 feet, more or less, to the Southeast corner of that certain parcel of land described in said Book 1903, Page 635 and being the POINT OF BEGINNING; thence from said Point of Beginning, N 90°00'00" W along the South line of said described parcel of land, a distance of 16.48 feet; thence N 30°42'28" W a distance of 4.39 feet; thence N 02°20'19" E a distance of 166.27 feet, more or less, to a point on the North line of said described parcel of land; thence S 90°00'00" E along the North line of said described parcel of land, a distance of 11.94 feet, more or less, to a point being the Northeast corner of said described parcel of land and being the beginning of a non-tangent 360.00 foot radius curve, concave East, whose long chord bears S 00°00'00" E with a long chord length of 169.90 feet; thence Southerly along the arc of said curve, through a central angle of 27°17'52", a distance of 171.52 feet, more or less, to the Point of Beginning.

CONTAINING 1,458.8 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 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, excepting all reservations, rights-of-way, restrictions, covenants and other encumbrances of record.

Executed and delivered this 22 day of January, 2004.

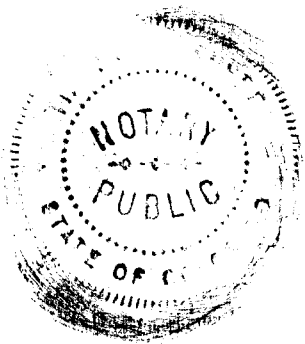
Dale J. Hollingshead
Dale J. Hollingshead

Susan C. Hollingshead
Susan C. Hollingshead

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 22nd day of January, 2004, by Dale J. Hollingshead and Susan C. Hollingshead.

My commission expires: 5/11/2006
Witness my hand and official seal.



Jim Woodmansee
Notary Public

2945-034-00-079
 GEORGIA A. WATKINS
 631 BRAEMER COURT
 GRAND JUNCTION, CO. 81506

2945-034-00-080
 DALTON E. & PATSY GARLITZ
 631 26 ROAD
 GRAND JUNCTION, CO. 81506

NORTH LINE
 HOLLINGSHEAD PROPERTY

NORTH LINE
 PECKHAM PROPERTY

EXHIBIT "A"

S90°00'00"E
 11.94'

R=360.00'
 L=171.52'
 Tan=87.42'
 D=27°17'52"
 CH BRG=S00°00'00"E
 CH=169.90'

AREA OF SANITARY
 SEWER EASEMENT:
 1,458.8 SQ. FT.

2945-034-00-189
 DALE J. & SUSAN C. HOLLINGSHEAD
 629 BRAEMER COURT
 GRAND JUNCTION, CO. 81506

2945-034-00-081
 ROBIN D. & MIRIAM A. PECKHAM
 629 26 ROAD
 GRAND JUNCTION, CO. 81506

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 means for establishing or verifying
 property boundary lines.

PROPOSED SEWER MAIN

40' ROAD EASEMENT
 PER BK 1903, PG 635
 AND BK 933, PG 995

P.O.B: SE COR.
 HOLLINGSHEAD PROP.

SOUTH LINE
 HOLLINGSHEAD PROPERTY

SOUTH LINE
 PECKHAM PROPERTY

N30°42'28"W
 4.39'

N90°00'00"W
 379.80'

2945-034-00-083
 ROBERT E. & MARGARET A. LEACHMAN
 627 BRAEMER COURT
 GRAND JUNCTION, CO. 81506

2945-034-00-084
 JOHN T. & DONNA M. ALLBRITTON
 2598 MUSIC LANE
 GRAND JUNCTION, CO. 81506

POINT OF COMMENCEMENT:
 SE COR., SEC. 3
 TWP. 1S RGE. 1W
 UTE PRINCIPAL MERIDIAN

EAST LINE OF SE 1/4 SEC. 3,
 TWP. 1S RGE. 1W, UTE PRINCIPAL MERIDIAN

DRAWN BY: DPW
 DATE: 12-2003
 SCALE: 1" = 20'
 APPR. BY: TW
 FILE NO. EXHIBIT A

2945-034-00-189
 HOLLINGSHEAD PROPERTY
 SANITARY SEWER EASEMENT

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION