

HOL0526R

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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | EASEMENT |
| NAME OF PROPERTY OWNER OR GRANTOR: | BERNDT C HOLMES AND FRANCES C HOLMES |
| PURPOSE: | EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SANITARY SEWER FACILITIES FOR F ½ ROAD SEWER IMPROVEMENT DISTRICT |
| ADDRESS: | 640 26 ROAD |
| PARCEL NO: | 2945-023-00-044 |
| CITY DEPARTMENT: | PUBLIC WORKS |
| YEAR: | 2005 |
| EXPIRATION: | NONE |
| DESTRUCTION: | NONE |

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

2281474 BK 4019 PG 33-35
 10/20/2005 04:04 PM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$15.00 SurChg \$1.00
 DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT

Berndt C. Holmes and Frances C. Holmes, 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 perpetual utility easement lying in the Northwest Quarter of the Southwest Quarter (NW1/4 SW 1/4) of Section 2, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northwest corner of the NW 1/4 SW 1/4 of said Section 2 and assuming the West line of the NW 1/4 SW 1/4 of said Section 2 to bear S00°02'48"W with all bearings contained herein relative thereto; thence S00°02'48"W along the West line of the NW 1/4 SW 1/4 of said Section 2, a distance of 200.00 feet to the Northwest corner of that certain parcel of land described in Book 922, Page 733 public records of Mesa County, Colorado; thence N89°50'41"E along the North line of said described parcel a distance of 20.00 feet to the Point of Beginning; thence continuing N89°50'41"E along the North line of said described parcel a distance of 8.00 feet; thence S00°02'48"W along a line being 28.00 feet East of and parallel with the West line of the NW 1/4 SW 1/4 of said Section 2, a distance of 225.17 feet to the South line of said described property; thence S90°00'00"W along the South line of said described property a distance of 8.00 feet; thence N00°02'48"E along a line being 20.00 feet East of and parallel with the West line of the NW 1/4 SW 1/4 of said Section 2 a distance of 225.15 feet more or less to the Point of Beginning.

EXCEPT The easement rights herein granted shall be limited to surface only on the East Five (5) feet of said easement unless such underground uses are authorized by subsequent conveyance instruments(s).

CONTAINING 1,801.0 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

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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 17 day of August, 2005.

Berndt C. Holmes
Berndt C. Holmes

Frances C. Holmes
Frances C. Holmes

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 17 day of AUGUST, 2005, by Berndt C. Holmes and Frances C. Holmes.

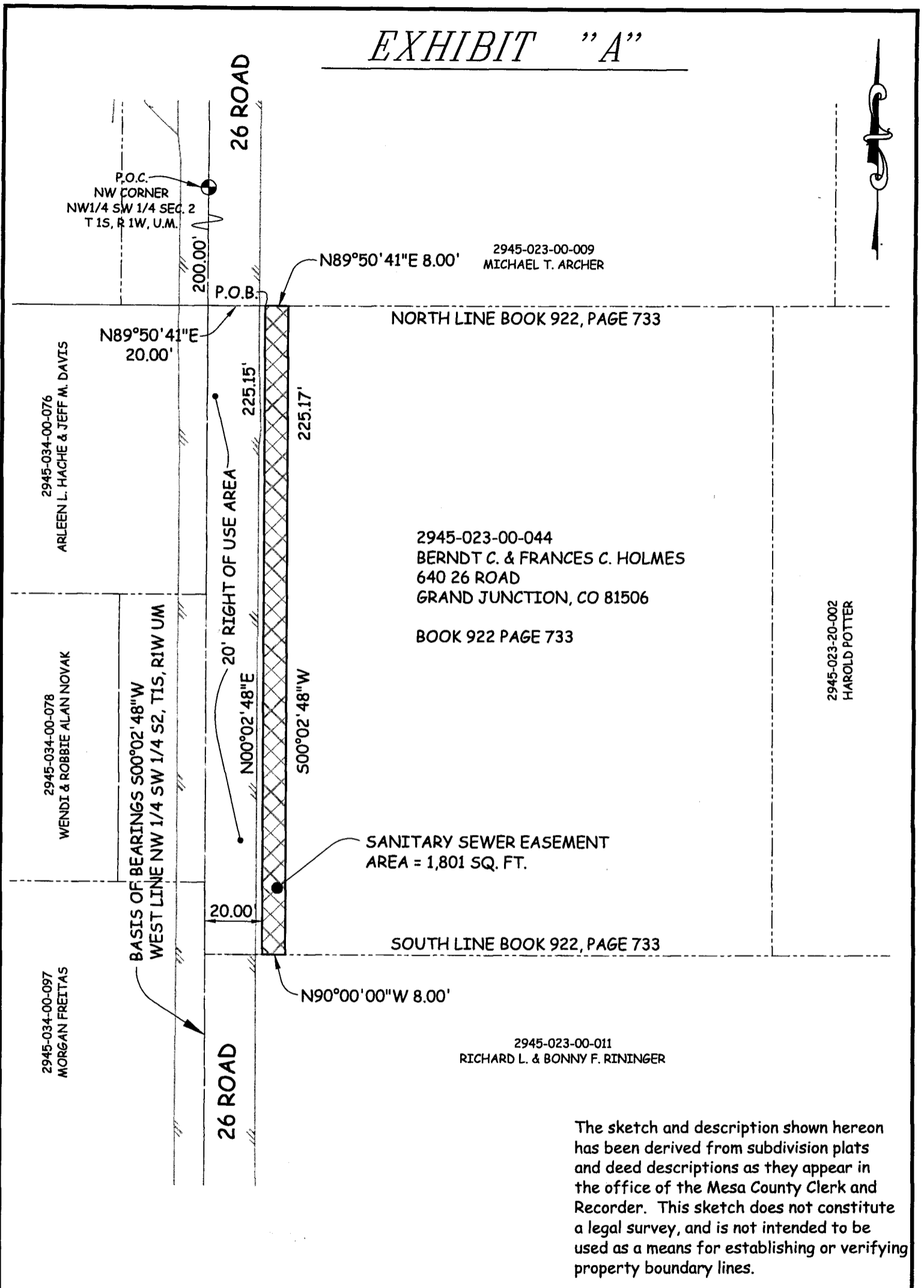
My commission expires: 10/09/2007
Witness my hand and official seal.

Michael Grizenko
Notary Public



My Commission Expires 10/09/2007

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: TLP
 DATE: 07-29-2005
 SCALE: 1" = 40'
 APPR. BY: PTK

F 1/2 ROAD SEWER IMPROVEMENT DISTRICT
 SANITARY SEWER EASEMENT
 2945-023-00-044

