

LAH01PER

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER FACILITIES AND APPURTENANCES RELATED THERETO FOR THE BENEFIT OF THE PERSIGO 201 SEWER SYSTEM

NAME OF PROPERTY OWNER OR GRANTOR: MILES D. LAHUE AND PATRICIA A. LAHUE

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 647 26 ROAD,
GRAND JUNCTION

PARCEL NO.: 2945-034-00-164

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

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

2 PAGE DOCUMENT

BOOK 2971 PAGE 563

2028351 11/30/01 1237PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00
Doc FEE \$1

GRANT OF SANITARY SEWER EASEMENT AGREEMENT

Miles D. LaHue and Patricia A. LaHue, Grantors, for and in consideration of the sum of Five Hundred Ten and 00/100 Dollars (\$510.00), 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, 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:

Commencing at the East ¼ Corner of Section 3, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the East-West Centerline of said Section 3 to bear S 89°58'08" W with all bearings contained herein being relative thereto; thence S 89°58'08" W along the East-West Centerline of said Section 3 a distance of 885.60 feet; thence S 42°14'08" E a distance of 15.96 feet to the Northwest Corner of Grantor's property as described by instrument recorded in Book 1262 at Page 865 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning;
thence N 89°58'08" E along the north boundary line of Grantor's property as aforesaid a distance of 89.14 feet;
thence leaving said boundary line, S 79°41'28" W a distance of 76.70 feet, more or less, to the Grand Valley Canal (main line);
thence N 45°00'47" W along said canal a distance of 19.35 feet, more or less, to the Point of Beginning,
containing 609.97 square feet as described.

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 Grantor's 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. In the event of permanent abandonment of the Easement by Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Grantee fails to use the Easement for any consecutive twelve (12) month period.
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 29 day of November, 2001.

Miles D. LaHue
Miles D. LaHue

Patricia A. LaHue
Patricia A. LaHue

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 29th day of November, 2001, by Miles D. LaHue and Patricia A. LaHue.

My commission expires: 10-27-02
Witness my hand and official seal.

Louise Doyal
Notary Public

