

LAI95RGS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: STEPHEN L. LAICHE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 10C OF
BLOCK 2, THE RIDGES FILING NO.1; SANITARY SEWER LIFT STATION
PARCEL NO. 2945-163-23-010

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

THIS EASEMENT AGREEMENT, made this 26th day of January, 1995, between STEPHEN L. LAICHE and hereinafter referred to as "Grantor", and THE CITY OF GRAND JUNCTION, A Colorado home rule municipality, a Colorado limited liability company hereinafter referred to as "Grantee".

W I T N E S S E T H

1707550 09:39 AM 01/27/95
MONIKA TODD CLR&REC MESA COUNTY CO
DOC EXEMPT

WHEREAS, Grantor is the owner of that certain real property located in Grand Junction, Colorado as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Servient Property"), and

WHEREAS, Grantee is the owner of that certain existing sanitary sewage pump station real property located in Grand Junction, Colorado (hereinafter referred to as the "Dominant Property"), and

WHEREAS, access to the Dominant Property currently crosses onto and across the Servient Property; and

NOW, THEREFORE, in consideration of the mutual covenants granted herein and other good and valuable consideration made by Grantee, receipt of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee an easement for ingress and egress to the Dominant Property according to the metes and bounds description set forth on Exhibit A attached hereto and incorporated herein by reference.

2. The Dominant Property may be occupied and used by Grantee to the extent necessary for the purposes of maintaining and operating the covered sanitary sewer pump station. Grantee, as a condition of this grant, agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to the Grantor, his heirs, successors and assigns. Grantee further agrees that it shall correct any damage(s), both material as well as aesthetic, which may be caused by its entry as described herein.

3. This easement is granted to Grantee for good and valuable consideration including but not limited to the installation of gravel surfacing along the easement described above. Grantee hereby acknowledges the title of Grantor to the Servient Property, and agrees never to assail, resist, or deny such title.

4. This easement is not exclusive to Grantee, and Grantee shall have the privilege hereunder only of occupying such portion of the Servient Property as is necessary to accomplish the purposes hereinabove set forth. Grantor shall have the right to enter upon the easement hereby created for his own purposes, or to permit others to enter upon the easement hereby created so long as such entrance does not materially interfere with the Grantee's use of the easement hereby created.

5. Grantor has retained the right to the undisturbed use and occupancy of the Servient Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

6. Each and every one of the benefits and burdens of this easement is intended to run with the land and shall inure to and be binding upon and respective legal representatives, heirs, executors, administrators, successors and assigns of the parties herein.


7. Notwithstanding any other provision contained herein to the contrary, it is understood and agreed that in the event Grantee directly causes any debris to be carried onto the Servient Property, Grantee shall remove said debris from the Servient Property in a reasonable and timely manner.

8. Unless special provisions are attached hereto, the above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other term or provisions hereof.

580
BOOK 2124 PAGE 580

2945-163-23-009
DUANE C. & BARBARA N. BUTCHER
408 1/2 RIDGEWAY DR.
GRAND JUNCTION, CO. 81503

NORTHEAST CORNER
LOT 10C, BLOCK 2
THE RIDGES. FIL. #1

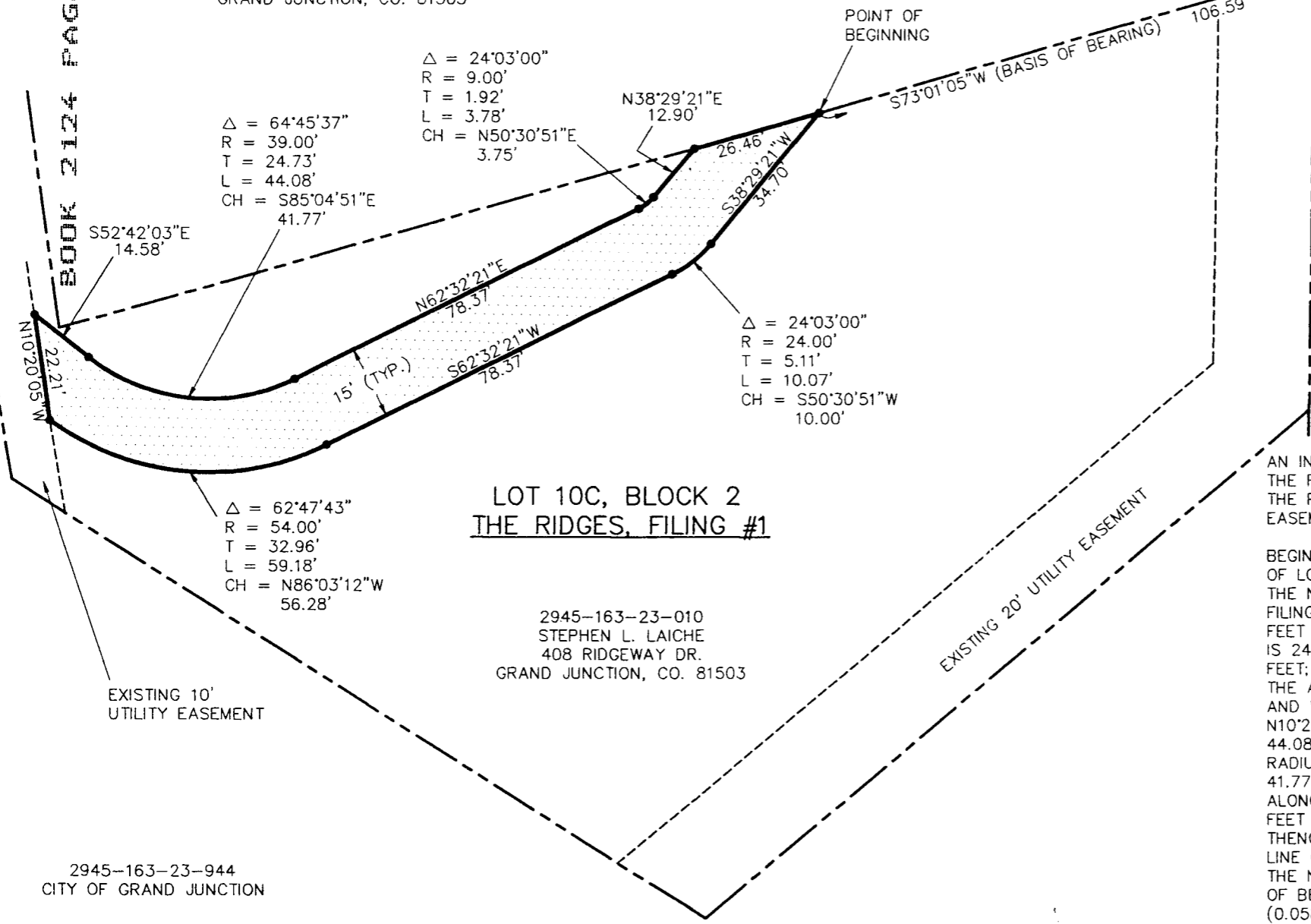

SCALE: 1" = 30'

2945-163-00-217
CARL D. & L. POLAND
2449 BROADWAY
GRAND JUNCTION, CO. 81503

**LOT 10C, BLOCK 2
THE RIDGES, FILING #1**

2945-163-23-010
STEPHEN L. LAICHE
408 RIDGEWAY DR.
GRAND JUNCTION, CO. 81503

2945-163-23-944
CITY OF GRAND JUNCTION



DESCRIPTION OF EASEMENT

AN INGRESS/EGRESS EASEMENT LOCATED IN LOT 10C, BLOCK 2, THE RIDGES FILING NO. 1, SECTION 16, T.1S. R.1W., UTE P.M. FOR THE PURPOSE OF MAINTAINING A SEWAGE PUMP STATION. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY PROPERTY LINE OF LOT 10C WHICH BEARS S73°01'05\"W, 106.59 FEET FROM THE NORTHEAST CORNER OF SAID LOT 10C, THE RIDGES, FILING NO. 1; THENCE S38°29'21\"W, 34.70 FEET; THENCE 10.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 24.00 FEET AND WHOSE LONG CHORD IS S50°30'51\"W, 10.00 FEET; THENCE S62°32'21\"W, 78.37 FEET; THENCE 59.18 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 54.00 FEET AND WHOSE LONG CHORD IS N 86°03'12\"W, 56.28 FEET; THENCE N10°20'05\"W, 22.21 FEET; THENCE S52°42'03\"E, 14.58 FEET; THENCE 44.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 39.00 FEET AND WHOSE LONG CHORD IS S85°04'51\"E, 41.77 FEET; THENCE N62°32'21\"E, 78.37 FEET; THENCE 3.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 9.00 FEET AND WHOSE LONG CHORD IS N50°30'51\"E, 3.75 FEET; THENCE N38°29'21\"E, 12.90 FEET TO THE NORTHERLY PROPERTY LINE OF LOT 10C; THENCE N73°01'05\"E, 26.46 FEET ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 10C TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 2,515.89 SQUARE FEET (0.058 ACRES).

PARCEL DESCRIPTION MAP PARCEL NO. <u>2945-163-23-010</u> APPROVED _____ DATE <u>12-94</u>	CITY OF GRAND JUNCTION ENGINEERING DEPARTMENT LACHE PROPERTY - EXHIBIT "A"
--	--