

MCG00GCD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: EASEMENT PROCURED FOR THE GLEN CARO-NORTHFIELD ESTATES 2 SEWER DISTRICT

NAME OF PROPERTY OWNER OR GRANTOR: ALICE I. MCGREGOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 691 GLEN CARO DRIVE, GRAND JUNCTION, LOT 8, GLEN CARO SUBDIVISION

PARCEL NO.: 2945-022-05-011

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1978772 01/02/01 0206PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF SANITARY SEWER EASEMENT

ALICE I. MCGREGOR, Grantor, for and in consideration of the creation of a local sanitary sewer improvement district, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby 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:

Beginning at the Northeasterly Corner of Lot 8, Glen Caro Subdivision, situate in the Northwest 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 9 at Page 51 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to the recorded plat of said Glen Caro Subdivision;
thence S 25°44'00" W along the easterly boundary line of said Lot 8 a distance of 154.83 feet to a point on the northerly boundary line of an existing Canal & Utility Easement as dedicated with the recorded plat of said Glen Caro Subdivision;
thence N 58°37'32" W along the northerly boundary line of said existing easement a distance of 20.10 feet;
thence leaving said northerly boundary line, N 25°44'00" E a distance of 152.57 feet to a point on the northerly boundary line of said Lot 8;
thence along the northerly boundary line of said Lot 8, 20.00 feet along the arc of a curve concave to the Southwest, having a radius of 576.74 feet, a central angle of 01°59'14", and a long chord bearing S 65°06'06" E a distance of 20.00 feet to the Point of Beginning,
containing 3075.16 square feet 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 on, along, over, under, through and across the Easement area.
2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques.
3. 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.

Executed and delivered this 19th day of October, 2000.

Alice I. McGregor

Alice I. McGregor

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 19th day of October, 2000,
by Alice I. McGregor.

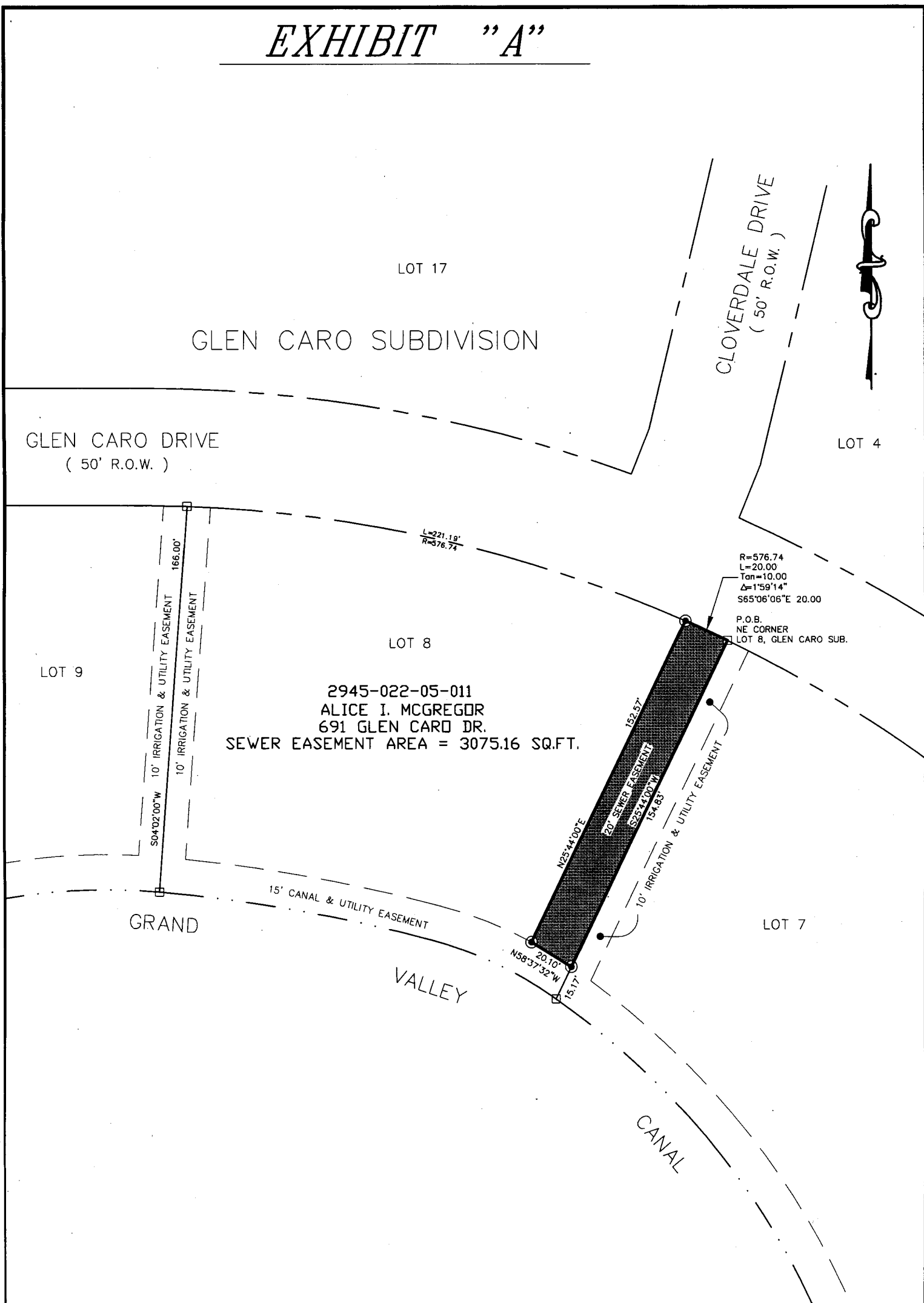
My commission expires: 5/11/2002

Witness my hand and official seal.



Tim Woodmansee
Notary Public

EXHIBIT "A"



DRAWN BY: SRP
 DATE: 10-5-2000
 SCALE: 1" = 50'
 APPR. BY: TW
 FILE NO: GLEN1.DWG

RIGHT-OF-WAY DESCRIPTION MAP
 NORTHFIELD ESTATES #2 AND GLEN CARO

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION