

NOU0623R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	JADEN J. NOURSE AND ANDREA M. NOURSE
PURPOSE:	EASEMENT FOR SANITARY SEWER FACILITIES FOR THE BLUFFS SEWER IMPROVEMENT DISTRICT
ADDRESS:	551 23 ROAD
PARCEL NO:	2945-071-00-043
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

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

RECEPTION #: 2355615, BK 4321 PG 484 12/26/2006 at  
09:09:55 AM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc  
Code: EASEMENT  
Janice Ward, Mesa County, CO CLERK AND  
RECORDER

3

PAGE DOCUMENT GRANT OF SANITARY SEWER EASEMENT

**Jaden J. Nourse and Andrea M. Nourse**, Grantors, for Six Thousand Two Hundred Sixty-Seven and 50/100 Dollars (\$6,267.50) and other good and valuable consideration, 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 5<sup>th</sup> 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 Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 7, 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 Southeast corner of the SE 1/4 NE 1/4 of said Section 7 and assuming the East line of the SE 1/4 NE 1/4 of said Section 7 to bear N00°06'44"E with all bearings contained herein relative thereto; thence N00°06'44"E along said East line of the SE 1/4 NE 1/4 of said Section 7, a distance of 220.79 feet to the Point of Beginning; thence N35°04'56"W a distance of 149.86 feet; thence N81°25'35"W a distance of 110.64 feet to a point on the Southeasterly right of way of Redlands Parkway; thence N31°10'41"E along said right of way a distance of 21.66 feet; thence S81°25'35"E a distance of 110.88 feet; thence S35°04'56"E a distance of 130.07 feet to a point on said East line of the SE 1/4 NE 1/4 of said Section 7; thence S00°06'44"W along said East line of the SE 1/4 NE 1/4 of said Section 7, a distance of 34.70 feet, more or less to the Point of Beginning.

Said parcel contains 5,014.50 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 10 day of November, 2006

Jaden J. Nourse  
Jaden J. Nourse

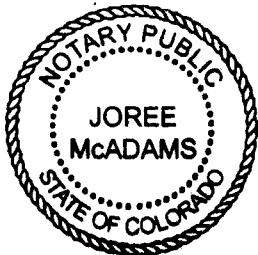
Andrea M. Nourse  
Andrea M. Nourse

State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 10 day of November, 2006 by Jaden J. Nourse and Andrea M. Nourse.

My commission expires: 1-18-2010

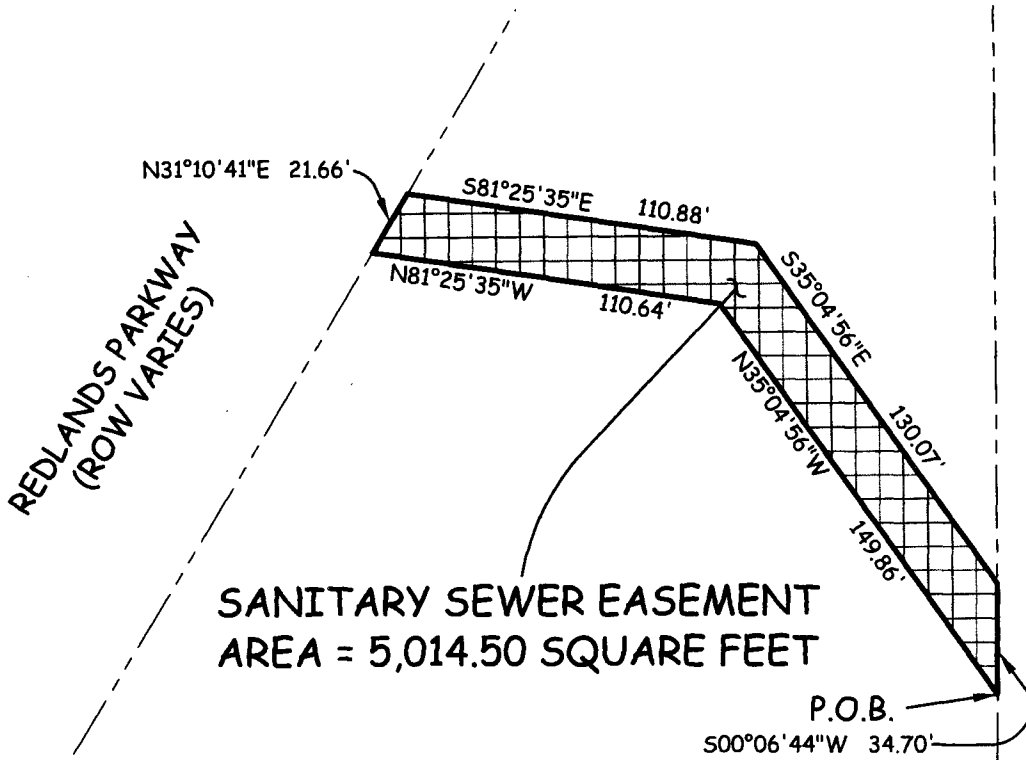
Witness my hand and official seal.



My Commission Expires 01/18/2010

Joree McAdams  
Notary Public

# EXHIBIT "A"



**SANITARY SEWER EASEMENT  
AREA = 5,014.50 SQUARE FEET**

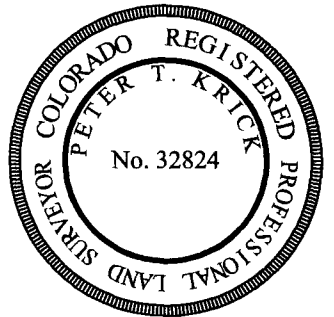


0 20 60  
1 inch = 60 ft.

2945-071-00-043  
**JADEN J. & ANDREA M. NOURSE**  
 791 1/2 JOSILYN COURT  
 GRAND JUNCTION, CO 81506

551 23 ROAD  
 BOOK 2069, PAGE 539

(BASIS OF BEARINGS)  
 EAST LINE SECTION 7  
 N00°06'44"E 220.79'



P.O.C.  
 SOUTHEAST CORNER  
 SE 1/4 NE 1/4  
 SEC 7, TWP 1 S, RGE 1 W  
 UTE MERIDIAN

**23 ROAD**

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.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN

DRAWN BY: CM  
 DATE: 08-21-2006  
 SCALE: 1" = 60'  
 APPR. BY: PTK

*BLUFFS SEWER IMPROVEMENT DISTRICT*  
**SANITARY SEWER EASEMENT**  
 2945-071-00-043

