

PAL01HLH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF
SANITARY SEWER FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: DAVID B. PALO, JR.

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 2648 HOLLYHOCK LANE,
LOT 1, NORTHFIELD WEST MINOR SUBDIVISION

PARCEL NO.: 2945-022-15-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF SANITARY SEWER EASEMENT

DAVID B. PALO, JR, Grantor for and in consideration of the sum of Five Thousand Forty Eight and 45/100 Dollars (\$5,048.45), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does 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 Northwest corner of Lot 1, Northfield West Minor Subdivision, situate in the Northwest ¼ 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 14, Page 386 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to the recorded plat of said subdivision;
thence east along the North boundary line of said Lot 1, a distance of 6.95 feet to the **True Point of Beginning**;
thence east along the north boundary line of said Lot 1 a distance of 20.34 feet;
thence leaving said north boundary line of said Lot 1, S 10°30'53" W a distance of 127.84 feet;
thence S 44°19'41" E a distance of 84.91 feet;
thence S 63°25'06" E a distance of 163.79 feet to the west line of an existing sanitary sewer easement as described by instrument recorded in Book 2391 at Page 612 in the Office of the Clerk and Recorder;
thence S 01°21'03" W along the west line of said existing easement a distance of 8.05 feet;
thence leaving the west line of said existing easement, S 58°19'00" E a distance of 19.98 feet to the east boundary line of said Lot 1;
thence S 00°01'00" E along said East boundary line a distance of 12.18 feet to a point from whence the Southeast corner of said Lot 1 bears South a distance of 17.14 feet;
thence leaving said East boundary line of said Lot 1, N 63°25'06" W a distance of 164.04 feet to a point on the southwest boundary line of said Lot 1;
thence along the southwest boundary line of said Lot 1 the following two (2) courses:
1. N 58°19'00" W a distance of 29.92 feet;
2. N 44°23'00" W a distance of 101.96 feet;
thence leaving the southwesterly boundary line of said Lot 1, N 10°30'53" E a distance of 130.70 feet to the **True Point of Beginning**, containing 7,730.77 square feet more or less.

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 he has good title to the aforescribed premises; that he has good and lawful right to grant this Easement; that he 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 8th day of January, 2001.



David B. Palo, Jr.
David B. Palo, Jr.,

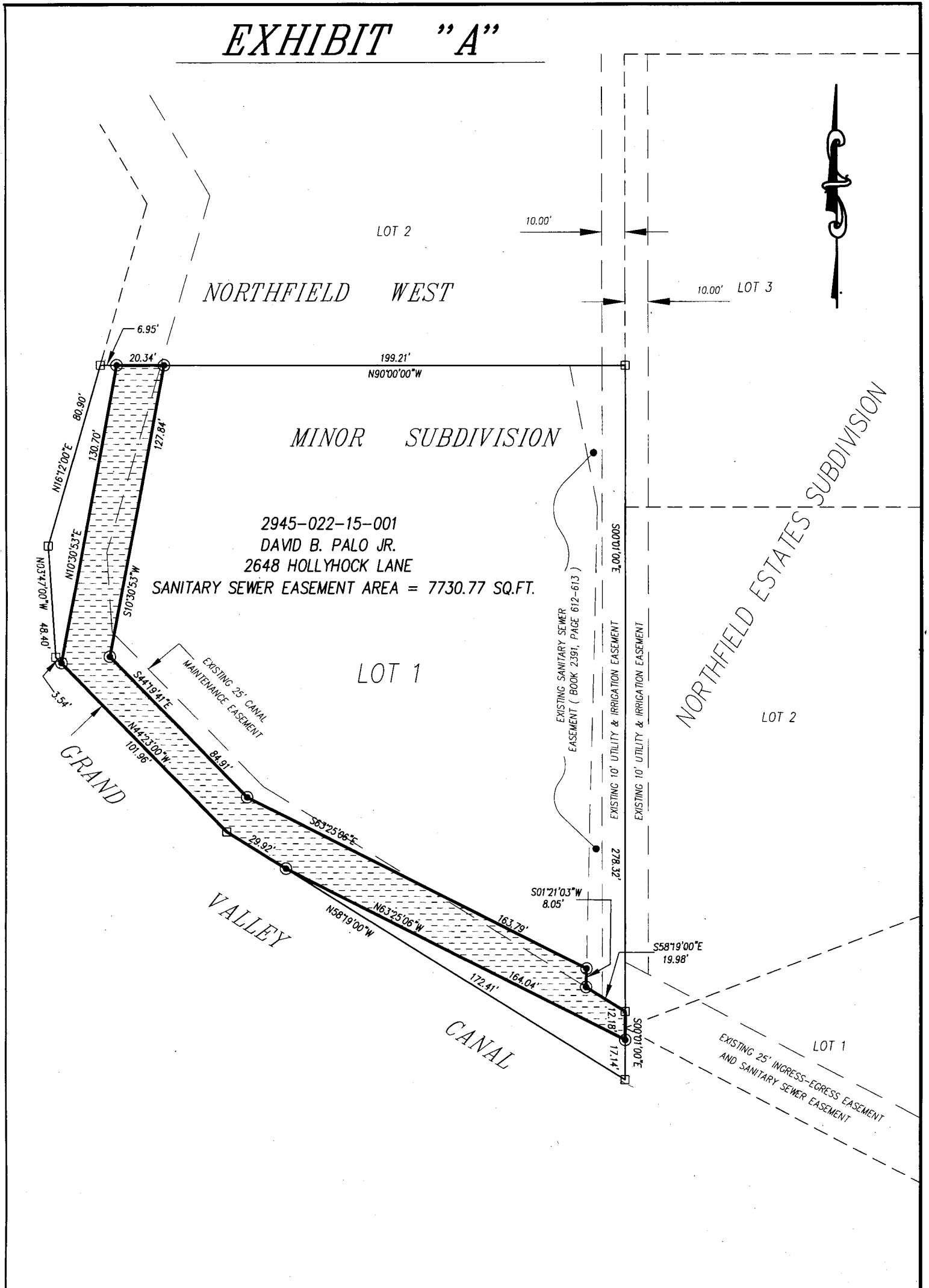
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before this 8th day of January, 2001, by David B. Palo, Jr.

My commission expires: 4-21-04
Witness my hand and official seal.

Kathy Valdez
Notary Public

EXHIBIT "A"



DRAWN BY: SRP
DATE: 9-5-2000
SCALE: 1" = 50'
APPR. BY: TW
FILE NO: NORTH2_1.DWG

EASEMENT DESCRIPTION MAP

SEWER EASEMENT
LOT 1, NORTHFIELD WEST MINOR SUBDIVISION

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION