PAL97NWM

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DAVID B. PALO, JR.

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SANITARY SEWER EASEMENT IN LOT 1 NORTHFIELD WEST MINOR SUBDIVISION, 2648 HOLLYHOCK LANE, PARCEL NO.

2945-022-15-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

V PAGE DOCUMENT

GRANT OF EASEMENT

BOOK 2391 PAGE 612 1826598 01/02/98 1116AM Monika Todd Clk&Rec Mesa County Co RecFee \$10.00 SurChg \$1.00

David B. Palo Jr., Grantor, for and in consideration of the sum of One Thousand Three Hundred Fifty and 20/100 Dollars (\$1,350.20), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 200 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance and repair of a sanitary sewer pipeline and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northeast Corner of Lot 1, Northfield West Minor Subdivision situate in the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 14 at Page 386 in the Office of the Mesa County Clerk and Recorder; thence N 90°00'00" W along the North boundary line of said Lot 1 a distance of 10.00 feet to the **True Point of Beginning**;

thence S 00°01'00" E along the West line of an existing Irrigation & Utility Easement a distance of 272.09 feet to a point on the Northerly line of an existing Canal Maintenance Easement;

thence N 58°19'00" W along the Northerly line of said Canal Maintenance Easement a distance of 8.23 feet;

thence leaving said Northerly line, N 01°21'03" E a distance of 207.12 feet to a point;

thence N 11°08'48" W a distance of 61.88 feet to a point on the North boundary line of said Lot 1;

thence N 90°00'00" E along said North boundary line a distance of 14.00 feet to the Point of Beginning, containing 1,440.21 square feet as described herein and as 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 to enter upon said premises, 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 Grantor erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
- 2. Grantee agrees that the work and act of installing, maintaining and repairing said sanitary sewer pipeline and related facilities 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 aforedescribed 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 18 day of New more, 1997.		
		David B. Palo Jr.
State of Colorado))ss.	
County of Mesa)	
The ferencine in		added before me this is the day of May's mass is 1007

The foregoing instrument was acknowledged before me this R day of November, 1997, by David B. Palo Jr.

My commission expires: HPRIL 6, 2001

Notary Public

