

PEC0426R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (SANITARY SEWER)**

NAME OF PROPERTY OWNER OR GRANTOR: ROBIN D. PECKHAM AND  
MIRIAM A. PECKHAM

PURPOSE: A PERPETUAL EASEMENT FOR THE  
INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT  
OF SANITARY SEWER FACILITIES AND APPURTENANCES RELATED

ADDRESS: 629 26 ROAD

PARCEL#: 2945-034-00-081

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

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

2186692 BK 3629 PG 591-593  
 04/13/2004 02:39 PM  
 Janice Ward CLK&REC Mesa County, CO  
 RecFee \$15.00 SurChg \$1.00  
 DocFee EXEMPT

### GRANT OF SANITARY SEWER EASEMENT

Robin D. Peckham and Miriam A. Peckham, Grantors, for and in consideration of the installation and maintenance of certain sanitary sewer improvements by Grantee, 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 5<sup>th</sup> 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 parcel of land for perpetual easement purposes lying in the Southeast Quarter (SE 1/4) of Section 3, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being a portion of that certain parcel of land described in Book 1149, Page 335, Public Records of Mesa County, Colorado and more particularly described as follows:

COMMENCING at the Southeast corner of said Section 3, and assuming the East line of the SE 1/4 of said Section 3 bears N 00°00'00" E (per recorded deed) with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°00'00" E a distance of 1,652.8 feet to a point; thence N 90°00'00" W a distance of 381.2 feet, more or less, to the Southwest corner of that certain parcel of land described in said Book 1149, Page 335, being the beginning of a non-tangent 360.00 foot radius curve, concave East, whose long chord bears N 01°27'08" W with a long chord length of 140.04 feet and being the POINT OF BEGINNING; thence from said Point of Beginning, Northerly along the arc of said curve, being the West line of said described parcel of land, through a central angle of 22°25'55", a distance of 140.94 feet, more or less, to a point being the Northwest corner of said described parcel of land; thence S 90°00'00" E along the North line of said described parcel of land, a distance of 12.05 feet; thence S 02°20'19" W a distance of 137.23 feet, thence S 30°42'28" E a distance of 3.26 feet, more or less, to a point on the South line of said described parcel of land; thence N 90°00'00" W along the South line of said described parcel of land, a distance of 4.62 feet, more or less, to the Point of Beginning.

CONTAINING 1,684.4 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 26 day of JANUARY, 2004.

Robin D. Peckham  
Robin D. Peckham

Miriam A. Peckham  
Miriam A. Peckham

State of Colorado )  
                                  ) ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 26 day of JANUARY, 2004, by Robin D. Peckham and Miriam A. Peckham.

My commission expires: 10/9/2007  
Witness my hand and official seal.



My Commission Expires 10/09/2007

Michael Grizenko  
Notary Public

2945-034-00-079  
 GEORGIA A. WATKINS  
 631 BRAEMER COURT  
 GRAND JUNCTION, CO. 81506

2945-034-00-080  
 DALTON E. & PATSY GARLITZ  
 631 26 ROAD  
 GRAND JUNCTION, CO. 81506

NORTH LINE  
 HOLLINGSHEAD PROPERTY

NORTH LINE  
 PECKHAM PROPERTY

**EXHIBIT "A"**

NW COR.  
 PECKHAM PROP.

AREA OF SANITARY  
 SEWER EASEMENT:  
 1,684.4 SQ. FT.

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 means for establishing or verifying property boundary lines.

R=360.00'  
 L=140.94'  
 Tan=71.39'  
 D=22°25'55"  
 CH BRG=N01°27'08"W  
 CH=140.04'

2945-034-00-189  
 DALE J. & SUSAN C. HOLLINGSHEAD  
 629 BRAEMER COURT  
 GRAND JUNCTION, CO. 81506

2945-034-00-081  
 ROBIN D. & MIRIAM A. PECKHAM  
 629 26 ROAD  
 GRAND JUNCTION, CO. 81506

40' ROAD EASEMENT  
 PER BK 1903, PG 635  
 AND BK 933, PG 995

PROPOSED SEWER MAIN

SOUTH LINE  
 HOLLINGSHEAD PROPERTY

SOUTH LINE N90°00'00"W  
 PECKHAM PROPERTY 381.20'

2945-034-00-083  
 ROBERT E. & MARGARET A. LEACHMAN  
 627 BRAEMER COURT  
 GRAND JUNCTION, CO. 81506

2945-034-00-084  
 JOHN T. & DONNA M. ALBRITTON  
 2598 MUSIC LANE  
 GRAND JUNCTION, CO. 81506

P.O.B: SW COR.  
 PECKHAM PROP.

POINT OF COMMENCEMENT:  
 SE COR., SEC. 3  
 TWP. 1S RGE. 1W  
 UTE PRINCIPAL MERIDIAN

DRAWN BY: DPW  
 DATE: 12-2003  
 SCALE: 1" = 20'  
 APPR. BY: TW  
 FILE NO. EXHIBIT A

2945-034-00-081  
 PECKHAM PROPERTY  
 SANITARY SEWER EASEMENT

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION