

RIN05SHW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	R. C. RINGSTRAND
PURPOSE:	EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SANITARY SEWER FACILITIES FOR SHERWOOD PARK SEWER REPLACEMENT
ADDRESS:	464 N SHERWOOD DRIVE
PARCEL NO:	2945-113-07-018
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

NEED RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

~~COPY~~

GRANT OF EASEMENT

R.C. Ringstrand, Grantor, for Two Hundred and 00/100 Dollars (\$200.00) and other good and valuable consideration, 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, storm sewer facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A tract of land for a sanitary sewer easement located in the Southwest Quarter(SW1/4) of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, State of Colorado, being a portion of Lot 15, Block 2, Sherwood Addition, as same is recorded in Plat Book 7, Pages 66 and 67 in the office of the Mesa County Clerk and Recorder, and as described in Book 1946, Page 254 of said office, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 15, Block 2, Sherwood Addition, and considering the North right of way for North Sherwood Drive, as recorded on said plat of Sherwood Addition, to bear S54°34'19"E, with all bearings herein being relative thereto; thence S54°34'19"E, along the North line of said North Sherwood Drive, a distance of 7.5 feet to the POINT OF BEGINNING; thence N35°49'29"E, along a line parallel with and 7.5 feet southeasterly of, as measured at right angles, the west line of said Lot 15, a distance of 10.00 feet; thence S16°51'22"E a distance of 16.35 feet, more or less, to the North right of way of said North Sherwood Drive; thence N54°34'19"W, along the North right of way of said North Sherwood Drive, a distance of 13.00 feet, more or less, to the point of beginning.

Containing 65.00 square feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

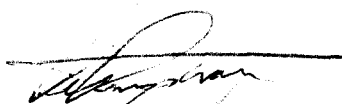
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of perpetual ingress and egress for workers and equipment to survey, improve, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including 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'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 Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed.

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 11th day of February, 2005.



R.C. Ringstrand

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 14th day of February, 2005, by R.C. Ringstrand.

My commission expires: 3-3-05
Witness my hand and official seal.

Debra Holquist
Notary Public

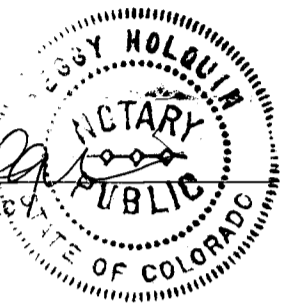


EXHIBIT "A"



LOT 16 BLOCK 2
SHERWOOD ADDITION
PLAT BOOK 7 PGS 66-67

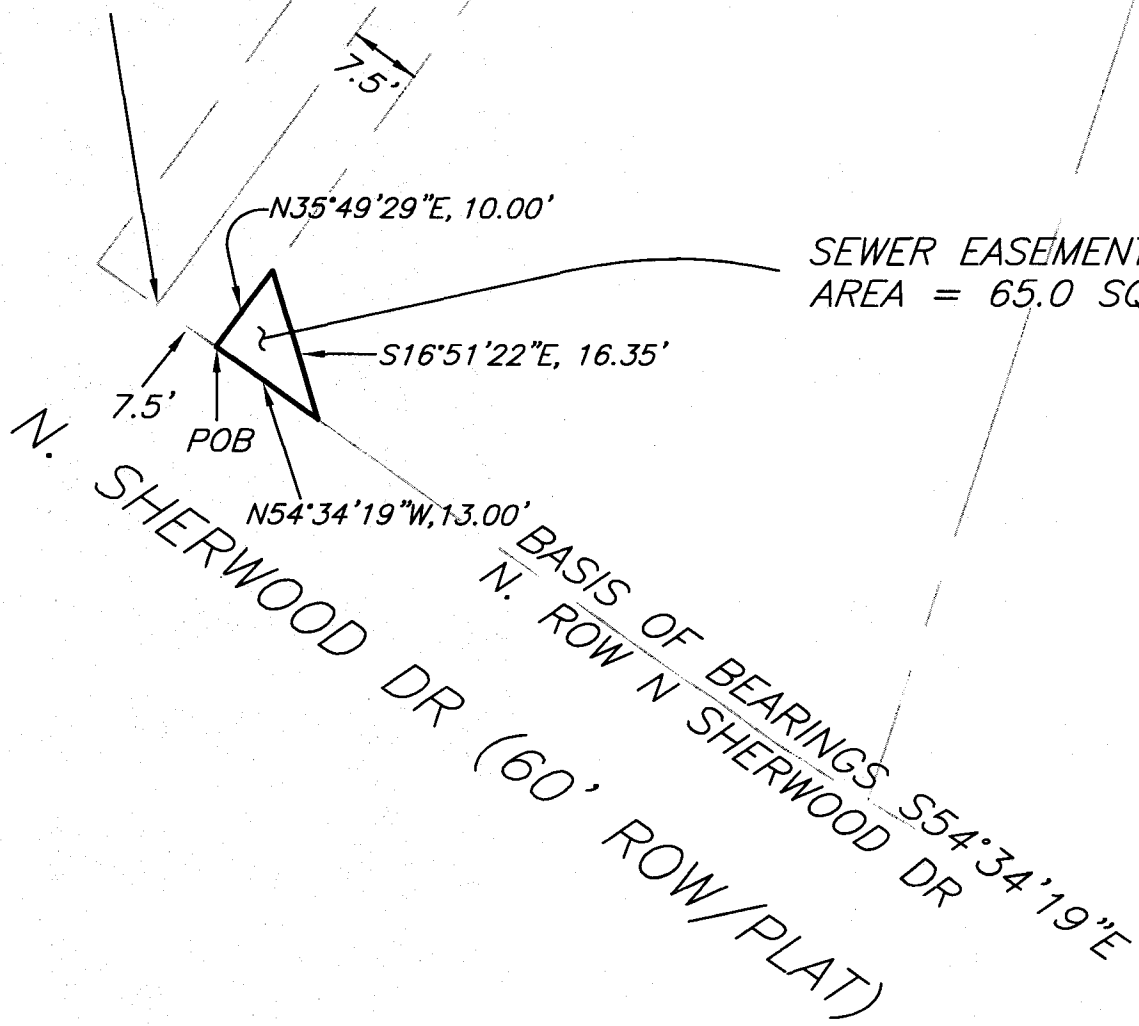
EXISTING 15' UTILITY EASEMENT

2945-113-07-018
RC RINGSTRAND
464 N SHERWOOD DRIVE
GRAND JUNCTION, CO 81501

BOOK 1946 PG 254

POC SW COR
LOT 15 BLOCK 2
SHERWOOD ADDITION
PLAT BOOK 7 PGS 66-67

SEWER EASEMENT
AREA = 65.0 SQ. FT.



DRAWN BY: MG
DATE: 01/25/2005
SCALE: 1" = 20'
APPR. BY: PK

SHERWOOD PARK SEWER REPLACEMENT
SEWER EASEMENT
2945-113-07-018

