

SIG0126R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: DAVID SIGISMUND AND ANNE G. SIGISMUND

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 649 26 ROAD

PARCEL NO.: 2945-034-00-074

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:

City of Grand Junction
 Real Estate Division
 250 North 5th Street
 Grand Junction, CO 81501

Book 2983 Page 284
 2031240 12/17/01 03550PR
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$10.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF SANITARY SEWER EASEMENT AGREEMENT

DAVID SIGISMUND and ANNE G. SIGISMUND, Grantors, for and in consideration of the sum of Four Thousand Six Hundred Ten and 00/100 Dollars (\$4,610.00), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do 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:

Beginning at the East $\frac{1}{4}$ Corner of Section 3, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the East-West Centerline of said Section 3 to bear S 89°58'08" W with all bearings contained herein being relative thereto;
 thence N 00°03'57" W along the East line of the Northeast $\frac{1}{4}$ of said Section 3 a distance of 20.00 feet;
 thence leaving said East line, S 89°58'08" W a distance of 731.45 feet;
 thence S 79°41'28" W a distance of 150.33 feet;
 thence S 42°14'08" E a distance of 6.80 feet;
 thence N 89°58'08" E a distance of 89.14 feet;
 thence N 79°41'28" E a distance of 56.05 feet;
 thence N 89°58'08" E a distance of 730.53 feet to a point on the East line of the Southeast $\frac{1}{4}$ of said Section 3;
 thence N 00°00'03" W along the East line of the Southeast $\frac{1}{4}$ of said Section 3 a distance of 1.86 feet to the Point of Beginning,
 containing 18,439.58 square feet as described.

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 Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed, including, but not limited to, the repair, replacement and restoration of existing paved surfaces with a minimum of three (3) inches of hot mix bituminous paving over a minimum of six (6) inches of compacted base course material. 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. In the event of permanent abandonment of the Easement by Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Grantee fails to use the Easement for any consecutive twelve (12) month period.

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, subject, however, to the rights of third parties pursuant to the following instruments of record:

(a) that certain Utility Easement conveyed to the Public Service Company of Colorado as described by instrument recorded in Book 1735 at Page 405 in the office of the Mesa County Clerk and Recorder, and also;

(b) the rights granted to Gaylen W. Johnson and Lucille Johnson, their successors in interest, and to William F. Harwood and Wanda T. Harwood, their successors in interest, pursuant to that certain "Easement Agreement" recorded in Book 1037 at Page 613 in the office of the Mesa County Clerk and Recorder, and also;

(c) that certain "Land Lease" in favor Richard L. Watson and Karel J. Watson as recorded in Book 1739 at Page 569 and "Assignment of Land Lease" to Peter Jansons and Nancy Gail Jansons as recorded in Book 1887 at Page 522 in the office of the Mesa County Clerk and Recorder.

Executed and delivered this 12th day of December, 2001.

David Sigismund
David Sigismund

Anne G. Sigismund
Anne G. Sigismund

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 12th day of December, 2001, by David Sigismund and Anne G. Sigismund.

My commission expires: 5/11/2002
Witness my hand and official seal.

Jim Woodmensee
Notary Public

