

SIG0726R

|                                       |                             |
|---------------------------------------|-----------------------------|
| TYPE OF RECORD:                       | PERMANENT                   |
| CATEGORY OF RECORD:                   | EASEMENT (SANITARY SEWER)   |
| NAME OF PROPERTY<br>OWNER OR GRANTOR: | DAVID AND ANNE G. SIGISMUND |
| PURPOSE:                              | GALLEY LANE SEWER DISTRICT  |
| ADDRESS:                              | 649 26 ROAD                 |
| TAX PARCEL NO.:                       | 2945-034-00-074             |
| CITY DEPARTMENT:                      | PUBLIC WORKS AND PLANNING   |
| YEAR:                                 | 2007                        |
| 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

RECEPTION #: 2413605, BK 4559 PG 922 11/27/2007 at  
04:18:28 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc  
Code: EASEMENT  
Janice Rich, Mesa County, CO CLERK AND RECORDER

## GRANT OF SANITARY SEWER EASEMENT

**David Sigismund and Anne G. Sigismund, as joint tenants, Grantors**, whose address is 649 26 Road, Grand Junction, CO 81506, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration; 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, Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a perpetual Sanitary Sewer 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:

A certain perpetual sanitary sewer easement lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 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 more particularly described as follows:

Commencing at the Northeast corner of the NE 1/4 SE 1/4 of said Section 3 and assuming the North line of the NE 1/4 SE 1/4 of said Section 3 to bear N89°59'11"W with all bearings contained herein relative thereto, thence N89°59'11"W along the North line of the NE 1/4 SE 1/4 of said Section 3 a distance of 841.68 feet to a point on the Northerly line of an existing sanitary sewer easement recorded in book 2983, page 284 of the Mesa County, Colorado public records and the Point of Beginning; thence S79°44'05"W along the Northerly line of said sanitary sewer easement a distance of 38.31 feet to a point on the Westerly line of that certain parcel of land recorded in book 645, page 13 of the Mesa County, Colorado public records; thence N42°13'24"W along the Westerly line of said parcel a distance of 9.23 feet to the North line of the NE 1/4 SE 1/4 of said Section 3; thence S89°59'11"E along the North line of the NE 1/4 SE 1/4 of said Section 3 a distance of 43.87 feet to the Point of Beginning.

Said parcel contains 150 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. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantors reserve 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantors hereby covenant with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantors from installing landscaping features or similar improvements typically located in Easements.
2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said sanitary sewer improvements shall be performed with due care using commonly accepted standards and techniques without cost to Grantors. Grantee shall not install any permanent improvements that rise above the existing grade or are otherwise inconsistent with Grantors' use of the surface. Grantee shall repair or replace at its expense any and all utilities, improvements, landscaping, and surface material affected by the installation, operation, maintenance, repair, or replacement of the electric and telecommunication improvements.

3. Grantors hereby covenant with Grantee they have good title to the described Property.

4. Grantee shall indemnify Grantors against and hold them harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantors as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the sanitary sewer improvements contemplated to be built within the Easement are not constructed or are abandoned, Grantors shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 30 day of August, 2007.

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 30 day of August, 2007 by David Sigismund and Anne G. Sigismund, as joint tenants.

My commission expires: 10/09/2007

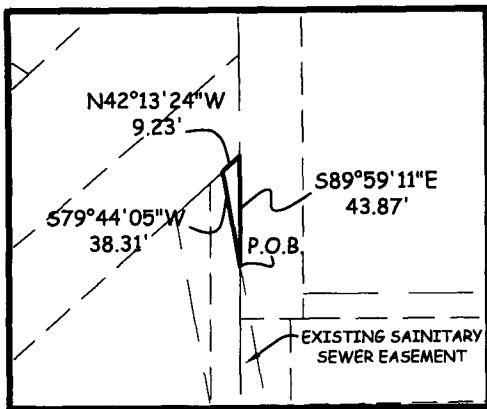
Witness my hand and official seal.



Michael Grizenko  
Notary Public

My Commission Expires 10/09/2007

# EXHIBIT "A"



**DETAIL "A"**

SANITARY SEWER EASEMENT  
150 SQUARE FEET

2945-031-01-006  
LOT 6  
LINDA SUBDIVISION

P.O.B.  
SEE DETAIL "A"

F 1/2 ROAD

SANITARY SEWER EASEMENT  
BK 2971 PG 563

SANITARY SEWER EASEMENT  
BK 2983 PG 284

N LINE NE 1/4 SE 1/4 SEC. 3, T.1S, R.1W

2945-031-00-047

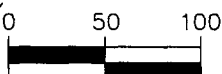
2945-034-00-071

2945-034-00-077

2945-034-00-164

N89°59'11"W

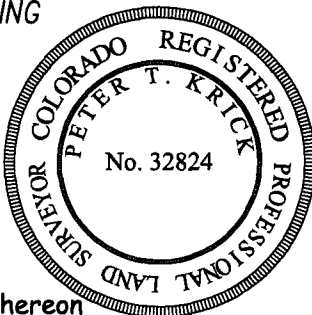
841.68'



1 inch = 100 ft.

**ABBREVIATIONS**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- BK BOOK
- PG PAGE



2945-034-00-076

2945-034-00-165

2945-034-00-074  
DAVID & ANNE G. SIGISMUND  
649 26 ROAD  
BK 645, PG 13

2945-031-00-047

30' ROW  
BK 924 PG 258

26 ROAD

P.O.C.  
NE CORNER  
SE 1/4 SECTION 3  
TWP 1S, RGE 1W, U.M.

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 a means for establishing or verifying property boundary lines.

DRAWN BY: TLP  
DATE: 07-02-07  
SCALE: 1" = 100'  
APPR. BY: PTK

**GALLEY LANE SEWER DISTRICT  
SANITARY SEWER EASEMENT**

**SIGISMUND (2945-034-00-074) TO  
THE CITY OF GRAND JUNCTION**

