

SIM05RIH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	CHARLES P SIMCOX AND JOAN L SIMCOX
PURPOSE:	EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SANITARY SEWER FACILITIES
ADDRESS:	598 RIO HONDA ROAD
PARCEL NO:	2947-144-00-014
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2005
EXPIRATION:	NONE
DESTRUCTION:	NONE

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

2239713 BK 3839 PG 523-525
 02/22/2005 08:54 AM
 Janice Ward CLK&REC Mesa County, CO
 RecFee \$15.00 SurChg \$1.00
 DocFee EXEMPT

GRANT OF EASEMENT

Charles P. Simcox and Joan L. Simcox, Grantors, for Three Thousand Nine Hundred Ninety-Seven and 50/100 Dollars (\$3,997.50) and other good and valuable consideration, 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, 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 situated in the SE 1/4 of Section 14, Township 11 South, Range 103 West in the 6th Principal Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the S 1/4 corner of said Section 14, the basis of bearing being S89°24'00"E to the SE corner of said Section 14;
 thence S89°24'00"E a distance of 659.60 feet along the south line of said SE 1/4 to the westerly line of a parcel as described in Book 1793 at Page 878 of the records of Mesa County;
 thence N24°28'51"W a distance of 101.29 feet along said westerly line to the Point of Beginning;
 thence N24°28'51"W a distance of 21.53 feet along said westerly line;
 thence N43°49'17"E a distance of 124.84 feet;
 thence N18°51'34"E a distance of 12.59 feet to the northerly line of said parcel;
 thence N54°14'00"E a distance of 34.55 feet along said northerly line;
 thence S18°51'34"W a distance of 45.19 feet;
 thence S43°49'17"W a distance of 137.23 feet to the Point of Beginning:

containing 3,198.0 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.

- 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.
- 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.
- 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.

Executed and delivered this 17 day of Feb., 2005.

Charles P. Simcox
Charles P. Simcox

Joan L. Simcox
Joan L. Simcox

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 17th day of February, 2005, by Charles P. Simcox and Joan L. Simcox.

My commission expires: 3.3.05
Witness my hand and official seal.

Peggy Holquin
Notary Public

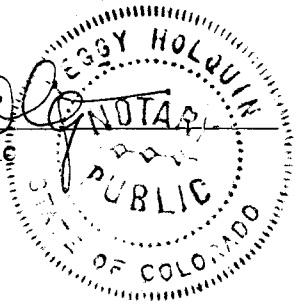
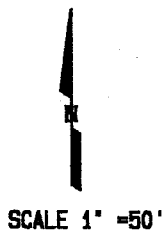
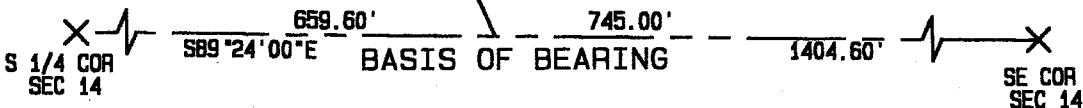
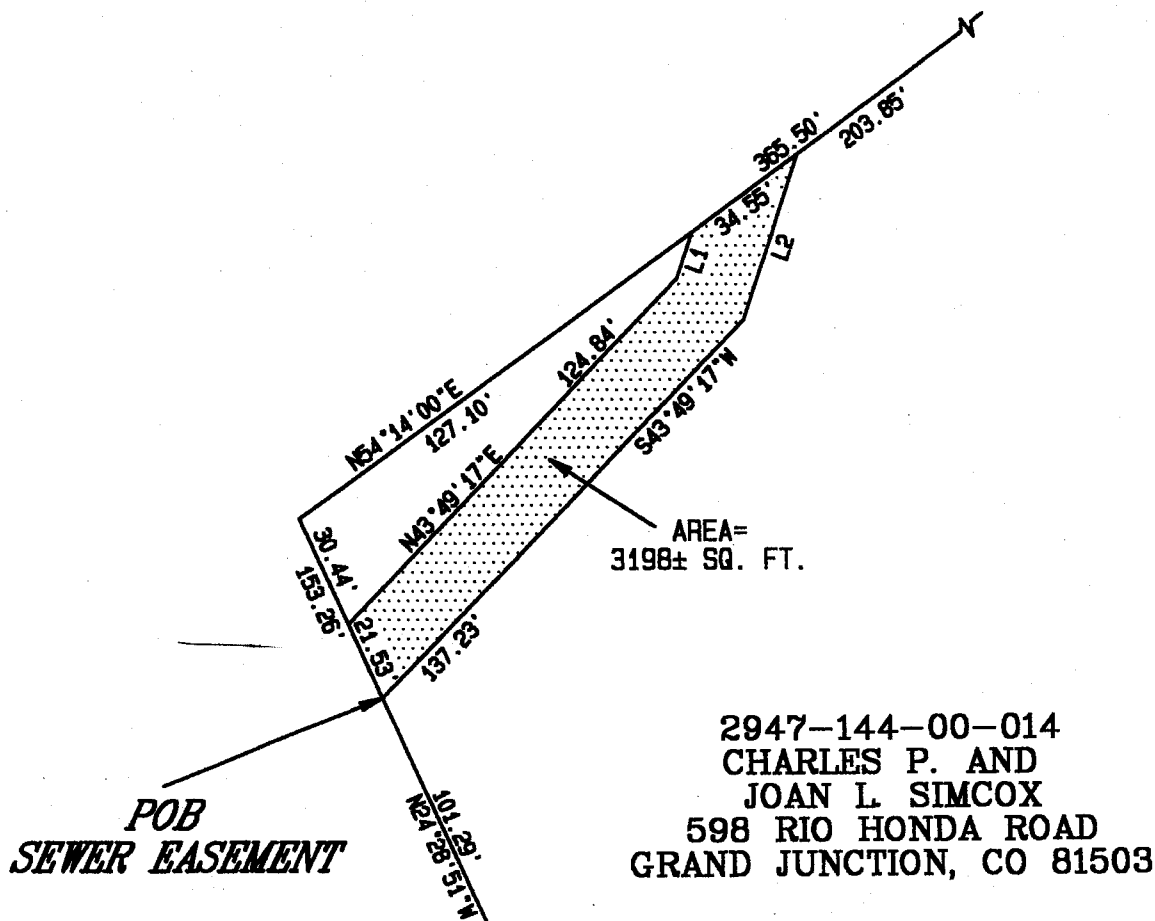


EXHIBIT A



LINE	BEARING	DISTANCE
L1	N18°51'34"E	12.59'
L2	S18°51'34"W	45.19'

D H SURVEYS INC.
118 OURAY AVE.
GRAND JUNCTION, CO.
(970) 245-8749