

SMI97LRK

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: DOYLE D. SMITH AND CAROL A. SMITH

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SOUTHEAST CORNER OF LOT
1, NORTHFIELD ESTATES SUBDIVISION, 651 LARKSPUR LANE, PARCEL NO. 2945-022-11-
004, SEWER EASEMENT, PLUS EASEMENTS TO ROBERT J. AND ELIZABETH A. ELLIOTT AND
FRANK C. AND DIANE D. DEONIER FOR THEIR SEWER LINES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1862216 08/28/98 1109AM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$10.00 SURCHG \$1.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Doyle D. Smith and Carol A. Smith, Grantors, for and in consideration of the installation, operation, maintenance and repair of a sanitary sewer pipeline and related facilities, the receipt and sufficiency of which is hereby acknowledged, hereby grant and convey unto 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 on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Lot 1, Northfield Estates Subdivision situate in the Northwest 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 9 at Page 21 in the Office of the Mesa County Clerk and Recorder; thence S 89°50'00" W along the South boundary line of said Lot 1 a distance of 126.09 feet to the **True Point of Beginning**;
 thence S 89°50'00" W along the South boundary line of said Lot 1 a distance of 53.25 feet to the Southwest Corner of said Lot 1;
 thence N 62°10'00" W along the Westerly boundary line of said Lot 1 a distance of 160.02 feet to the Westernmost Corner of said Lot 1;
 thence N 69°08'00" E along the Northerly boundary line of said Lot 1 a distance of 33.28 feet;
 thence leaving said Northerly boundary line, S 62°10'00" E a distance of 185.08 feet to the Point of Beginning, containing 4,313.69 square feet as described herein and as 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 to enter upon said premises, 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 Grantors erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee agrees that the work and act of installing, maintaining and repairing said sanitary sewer pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantors hereby covenant with Grantee that they have good title to the aforedescribed 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 8 day of JULY, 1997.

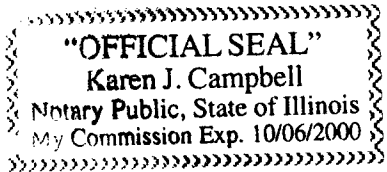
Doyle D. Smith
 Doyle D. Smith

Carol A. Smith
 Carol A. Smith

State of ~~Colorado~~ ILLINOIS)
)ss.
 County of ~~Mesa~~ LAKE)

The foregoing instrument was acknowledged before me this 8 day of JULY, 1997, by Doyle D. Smith and Carol A. Smith.

My commission expires: 10-6-2000
 Witness my hand and official seal.



Karen J. Campbell
 Notary Public

EXHIBIT "A"

NORTHFIELD



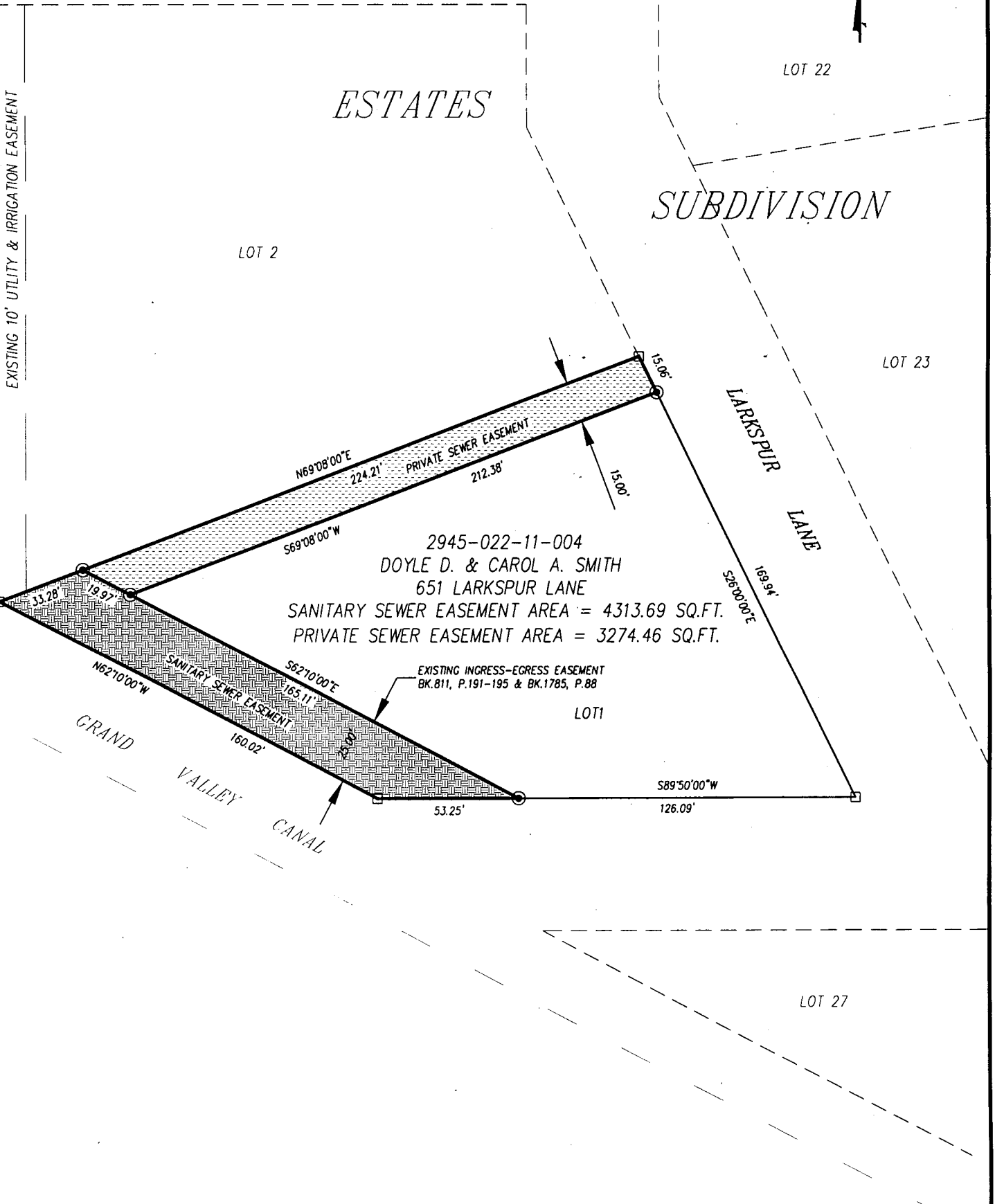
ESTATES

SUBDIVISION

LOT 2

LOT 22

LOT 23



DRAWN BY: SRP
 DATE: 5-06-97
 SCALE: 1" = 50'
 APPR. BY: IW
 FILE NO: NORTH_1.DWG

EASEMENT DESCRIPTION MAP

SEWER EASEMENT
 LOT 1, NORTHFIELD ESTATES SUBDIVISION

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

1862215 08/28/98 1109AM
MONIKA TODD CLERK MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Doyle D. Smith and Carol A. Smith, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grant and convey to Robert J. Elliott and Elizabeth A. Elliott, Grantees, whose address is 654 Larkspur Lane, Grand Junction, Colorado 81506-8320, a Perpetual Easement for the installation, operation, maintenance and repair of a sanitary sewer pipeline, on, along, over, under, through and across the following described parcel of land, to wit:

Beginning at the Northeast Corner of Lot 1, Northfield Estates Subdivision situate in the Northwest 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 9 at Page 21 in the Office of the Mesa County Clerk and Recorder;
thence S 26°00'00" E along the Easterly boundary line of said Lot 1 a distance of 15.06 feet;
thence leaving said Easterly boundary line, S 69°08'00" W a distance of 212.38 feet;
thence N 62°10'00" W a distance of 19.97 feet to a point on the Northerly boundary line of said Lot 1;
thence N 69°08'00" E along the Northerly boundary line of said Lot 1 a distance of 224.21 feet to the Point of Beginning.

TO HAVE AND TO HOLD unto the said Grantees, their heirs, successors and assigns forever, together with the right to enter upon said premises, 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 Grantees that the Easement area shall not be burdened or overburdened by the Grantors erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
- 2. Grantees agrees that the work and act of installing, maintaining and repairing said sanitary sewer pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques.
- 3. Grantors hereby covenant with Grantees 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.

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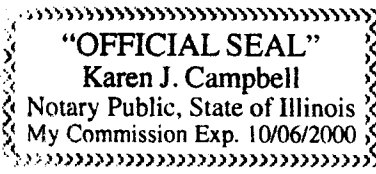
Doyle D. Smith
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Carol A. Smith
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)ss.
County of ~~Mesa~~ LAKE)

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My commission expires: 10-6-2000
Witness my hand and official seal.



Karen J. Campbell
Notary Public

EXHIBIT "A"

NORTHFIELD



ESTATES

SUBDIVISION

LOT 2

LOT 22

LOT 23

EXISTING 10' UTILITY & IRRIGATION EASEMENT

LARKSPUR LANE

2945-022-11-004
DOYLE D. & CAROL A. SMITH
651 LARKSPUR LANE

SANITARY SEWER EASEMENT AREA = 4313.69 SQ.FT.
PRIVATE SEWER EASEMENT AREA = 3274.46 SQ.FT.

EXISTING INGRESS-EGRESS EASEMENT
BK. 811, P. 191-195 & BK. 1785, P. 88

LOT 1

GRAND VALLEY CANAL

LOT 27

DRAWN BY: SRP
DATE: 5-06-97
SCALE: 1" = 50'
APPR. BY: TW
FILE NO: NORTH_1.DWG

EASEMENT DESCRIPTION MAP

SEWER EASEMENT
LOT 1, NORTHFIELD ESTATES SUBDIVISION

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION

1862214 08/28/98 1109AM
MONIKA TODD CLERK REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Doyle D. Smith and Carol A. Smith, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grant and convey to Frank C. Deonier and Diane D. Deonier, Grantees, whose address is 652 Larkspur Lane, Grand Junction, Colorado 81506-8320, a Perpetual Easement for the installation, operation, maintenance and repair of a sanitary sewer pipeline, on, along, over, under, through and across the following described parcel of land, to wit:

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thence S 26°00'00" E along the Easterly boundary line of said Lot 1 a distance of 15.06 feet;
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thence N 62°10'00" W a distance of 19.97 feet to a point on the Northerly boundary line of said Lot 1;
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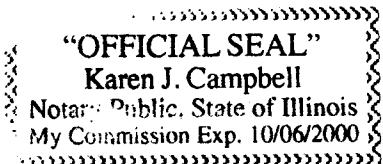
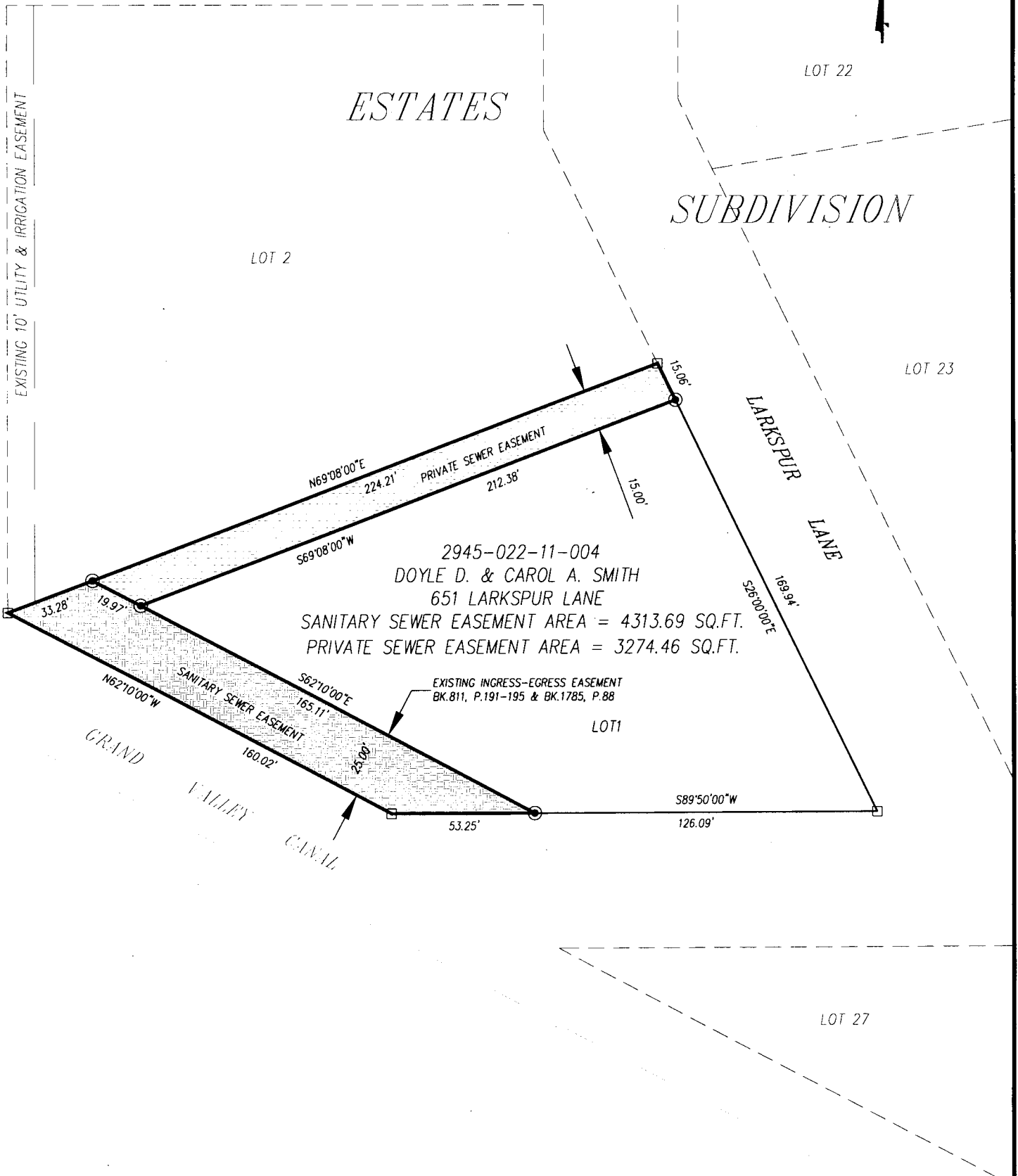


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