

VAN05HGH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (SANITARY SEWER)
NAME OF PROPERTY OWNER OR GRANTOR:	DEAN H. AND RANDY DEAN VAN GUNDY
PURPOSE:	AN EASEMENT FOR THE USE AND BENEFIT OF THE PERSIGO 201 SEWER SYSTEM
ADDRESS:	1559 HIGH STREET
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

2244246 BK 3858 PG 196-198
03/18/2005 11:03 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT

THIS GRANT OF EASEMENT made and entered into this 10th day of March, 2005, by and between Dean H. Van Gundy and Randy Dean Van Gundy (collectively, hereinafter referred to as the "Grantors"), whose addresses are, respectively, 1018 South Fifth Street, Grand Junction, Colorado 81501 and 561 Bentwood, Grand Junction, Colorado 81504, and the City of Grand Junction, Colorado, a Colorado home rule municipality, whose address is 250 North Fifth Street, Grand Junction, CO 81501 (hereinafter referred to as the "Grantee").

WITNESSETH THAT:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors have this date bargained, conveyed, delivered, transferred, and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto the Grantee, its successors and assigns, for the use and benefit of the Persigo 201 Sewer System, a perpetual easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto, on along over, under, through the following described premises, to wit (hereinafter referred to as the "Easement Area"):

A parcel of land located in Section 23, T 1 S, R 1 W, Ute Meridian, Mesa County, Colorado, twenty feet in width for the purpose of a sanitary sewer easement, more particularly described as follows:

Beginning at the Northwest corner of Block 33 of the Moon & Day Addition in the City of Grand Junction, Section 23, T 1 S, R 1 W, Ute Meridian, whence the Southwest Corner of said Section 23 bears S 32°06'48" W a distance of 1812.74 feet, with all bearings contained hereon relative thereto; thence N 88°47'45" E a distance of 2.67 feet to the Point of Beginning; thence N 02°18'36" W a distance of 183.28 feet; thence N 06°41'55" W a distance of 326.41 feet; thence along a curve to the right with a radius of 616.80 feet, a length of 82.59 feet, a central angle of 07°40'18", and a chord bearing of N 07°19'36" E a distance of 82.52 feet; thence S 06°41'55" E a distance of 407.24 feet; thence S 02°18'36" E a distance of 184.44 feet; thence S 88°47'45" W a distance of 20.00 feet to the Point of Beginning.

This Easement is appurtenant to the aforescribed real property and shall constitute a covenant running with the land, and binding upon Grantors' successors and assigns.

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, together with the terms, covenants and conditions and restrictions contained herein.


Grantors' use and occupancy of the real property burdened by this Easement shall not be inconsistent with and shall not interfere with the full use and quiet enjoyment of the rights herein granted; 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 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.

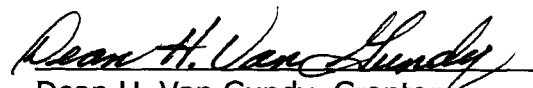
Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Grantors shall have the right to use and occupy the Easement Area for any purpose not inconsistent with Grantee's full enjoyment of the rights hereby granted.

It is contemplated by Grantors that this Grant of Easement shall be amended or supplemented at such time as is necessary if the precise location of the Easement created hereby changes during construction.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.


Randy Dean Van Gundy, Grantor


Dean H. Van Gundy, Grantor

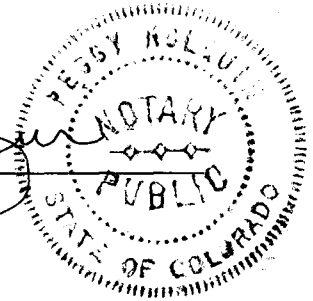
STATE OF COLORADO)
)ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before this 10TH day of March, 2005 by Dean H. Van Gundy.

Witness my hand and official seal.

My commission expires: 3.3.09

Peggy Helgen
Notary Public



STATE OF COLORADO)
)ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before this 10TH day of March, 2005 by Randy Dean Van Gundy.

Witness my hand and official seal.

My commission expires: 3.3.09

Peggy Helgen
Notary Public

