

VEN60MBS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: ALBINO VENEGAS, WALTER E.
KIRKENDALL, D & R G MUTUAL LOAN EUGENE M. WELCH, PRESIDENT
AND FIRST NATIONAL BANK

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: METES AND
BOUNDS SS 19-60

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1960

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, entered into this 13th day of December, 1960, by and between WALTER E. KIRKENDALL and ALBINO VENEGAS, first parties, and the CITY OF GRAND JUNCTION, a municipal corporation, second party, WITNESSETH:

1. That first parties, for valuable consideration, do hereby give and grant a permanent easement for the installation and maintenance of a sewer line over, along and across the following-described property, situate in Mesa County, Colorado, and described as follows:

Walter E. Kirkendall:

A utility easement, 10 feet wide, for Sanitary Sewer, centered on a line 20 feet East of the West line of the property described as beginning at the Northeast corner of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Ute Meridian, thence west to the Northwest corner of the Northwest quarter of the Northeast quarter of said Section 15, thence South parallel to the West line of said Northwest quarter of the Northeast quarter 41 rods, 13 $\frac{1}{4}$ feet, thence East 100 rods, thence North 480 feet, thence East to the East line of the Northeast quarter of said Section 15, thence North 210 feet to the point of beginning, except highway right of way

Albino Venegas:

A utility easement, 10 feet wide, for Sanitary Sewer, centered on a line 20 feet East of the West line of the property described as beginning at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Ute Meridian, thence North parallel to the West line of said Northwest quarter of the Northeast quarter, 954 links (629.64 feet), thence East 30 feet, thence South 954 links, thence West to the point of beginning; also,

A utility easement, 10 feet wide, for Sanitary Sewer, centered on a line 20 feet East of the West line of the property described as: The Northwest quarter of the Southwest quarter of the Northeast quarter of Section 15, Township 1 South, Range 1 West of the Ute Meridian, North of the County Road right of way, the utility easement to be distance of 418 feet.

2. That as further consideration, second party covenants with first parties, their heirs, administrators, executors, successors and assigns, as follows:

(a) In the event a building permit is obtained to place a structure over the easement above granted, second party shall pay for the installation of and install a replacement for the fifteen- (15) inch concrete conduit with a fifteen- (15) inch cast iron pipe under the proposed structure, in accordance with the Plumbing Code of the City of Grand Junction.

(b) Second party shall pay for all drainage structures necessary to first parties to cross the easement with ditches or conduits, such ditches or water crossings to cover those presently used or those that may become necessary in the future.

(c) Second party agrees that the existing topography of the land will be restored to its original elevation so as not to hamper the existing drainage or run-off pattern of the balance of first parties' land. Excess trench excavation shall be removed from the location so as to prevent a diking or damming effect. The existing dike in the highway right of way shall be removed as soon as possible. In addition, second party agrees that it shall be liable for any obstruction to the normal drainage of the land arising from the installation of the sewer through compacted back fill or other result from the installation of the sewer line.

THIS AGREEMENT shall be binding upon all who sign the same, whether named in the body of the instrument or not.

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

Walter E. Kirkendall
Walter E. Kirkendall

Albino Venegas
Albino Venegas

CITY OF GRAND JUNCTION

By Jim Lacy
City Manager

ATTEST:

Helene C. Paulson
City Clerk

D & R G MUTUAL LOAN ASSOCIATION

By Eugene M. Uebel
President

ATTEST:

Ernest Sommer
Secretary

FIRST NATIONAL BANK IN GRAND JUNCTION,
GRAND JUNCTION, COLORADO

By _____
President

ATTEST:

Secretary

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
13th day of December, 1960, by Walter E. Kirkendall.

Witness my hand and official seal. Eugene M. Uebel

My commission expires: Oct 10 1962 Notary Public

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
13th day of December, 1960, by Albino Venegas.

Witness my hand and official seal.

My commission expires: October 10, 1962.

Ernest D. Mast
Notary Public

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
11th day of December, 1960, by J. M. Lacy, as City Manager,
and Helen C. Tomlinson, as City Clerk, of the City of Grand
Junction, a municipal corporation.

Witness my hand and official seal.

My commission expires:
April 1, 1963

Donald H. Warren Jr.
Notary Public

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
14th day of December, 1960, by *Ernest M. Welch*
as President, and *Ernest Sammons*, as Secretary,
of D & R Mutual Loan Association, a corporation.

Witness my hand and official seal.

My commission expires: 3-9-64

Elzie Guido
Notary Public

STATE OF COLORADO)
 : ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
_____ day of December, 1960, by _____,
as President, and _____, as Secretary,
of First National Bank in Grand Junction, Grand Junction, Colorado,
a corporation.

Witness my hand and official seal.

My commission expires:

- 4 - _____
Notary Public

EUGENE H. MAST

ATTORNEY AT LAW

209 FIRST NATIONAL BANK BUILDING

GRAND JUNCTION, COLORADO

December 14, 1960

MAIL ADDRESS:
P. O. BOX 626

TELEPHONE:
CHAPEL 2-3351

City of Grand Junction
Grand Junction
Colorado

Gentlemen:

Attached are four copies of the easement agreement between the City, Walter E. Kirkendall and Albino Venegas.

The D & R G Mutual has signed for the reason that they have a mortgage on the Venegas property. Provision was made for the First National Bank to sign, but it develops that the bank has no lien on the portion of the Kirkendall property being subjected to this easement.

This agreement is for acceptance by the City upon payment of \$1035.00 to Walter E. Kirkendall and \$1571.46 to Albino Venegas. The \$1035.00 is computed on the basis of 690 feet, being 41 rods plus 13½ feet; the \$1571.46 is for 1047.64 feet.

Would you return three executed copies of this to me?

Very truly yours,


Eugene H. Mast

EHM: mw
encls.