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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: EASEMENT PROCURED FOR THE GLEN CARO-NORTHFIELD ESTATES 2 SEWER DISTRICT

NAME OF PROPERTY OWNER OR GRANTOR: DANIEL L. WARD AND GRACE A. WARD

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 673 LARKSPUR LANE, GRAND JUNCTION, LOT 6, NORTHFIELD ESTATES SUBDIVISION

PARCEL NO.: 2945-022-08-002

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SANITARY SEWER EASEMENT AGREEMENT

DANIEL L. WARD and GRACE A. WARD, Grantors, for and in consideration of the creation of a local sanitary sewer improvement district, 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, 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, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southwesterly Corner of Lot 6, Northfield Estates Subdivision, situate in the Northwest ¼ of Section 2, Township 1 South, Range 1 West of the Ute Meridian, 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, with all bearings contained herein being relative to the recorded plat of said subdivision; thence N 52°31'00" E along the southerly boundary line of said Lot 6 a distance of 15.00 feet to a point on the easterly boundary line of an existing Canal & Utility Easement as dedicated with the recorded plat of said Northfield Estates Subdivision; thence N 36°55'06" W along the easterly boundary line of said existing Canal & Utility Easement a distance of 21.92 feet; thence continuing along the easterly boundary line of said existing Canal & Utility Easement, N 52°35'11" W a distance of 16.99 feet to the True Point of Beginning; thence N 52°35'11" W along the easterly boundary line of said existing Canal & Utility Easement a distance of 148.00 feet; thence leaving the easterly boundary line of said existing Canal & Utility Easement, S 59°01'24" E a distance of 89.15 feet; thence S 43°02'16" E a distance of 60.25 feet to the Point of Beginning, containing 739.55 square feet 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. 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.
2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee further agrees that it will repair, within a reasonable time not to exceed thirty (30) days, at its sole cost, any damage to the Easement area or adjoining property caused by the operation of equipment in its utilization of the Easement and the rights herein conveyed. These repairs shall include the replacement of dirt and grass to fill ruts or other subsidence of the Easement area or adjoining property caused by trucks or other machinery. The responsibility to repair any other damages resulting from Grantee's usage of Grantor's property shall not be excluded. Grantee further agrees that the construction of a roadway or the erection of any structure or equipment above the ground surface within the Easement area, excepting manholes which shall be installed flush with the surface of the ground, shall not be permitted.
3. Grantors hereby covenants 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 entered into this 3<sup>RD</sup> day of NOVEMBER, 2000.

Acceptance on behalf of the  
City of Grand Junction, Grantee:

Grantors:

Tim Woodmansee  
Tim Woodmansee, City Real Estate Manager

Daniel L. Ward  
Daniel L. Ward

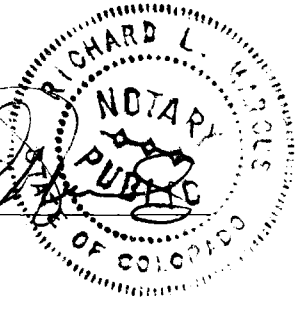
Grace A. Ward  
Grace A. Ward

State of Colorado )  
                                  )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of NOVEMBER, 2000,  
by Daniel L. Ward and Grace A. Ward.

My commission expires: 1.15.00  
Witness my hand and official seal.

[Signature]  
Notary Public

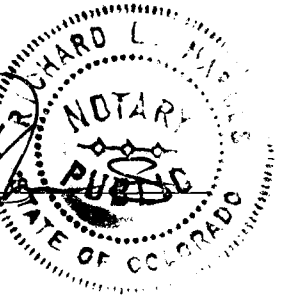


State of Colorado )  
                                  )ss.  
County of Mesa )

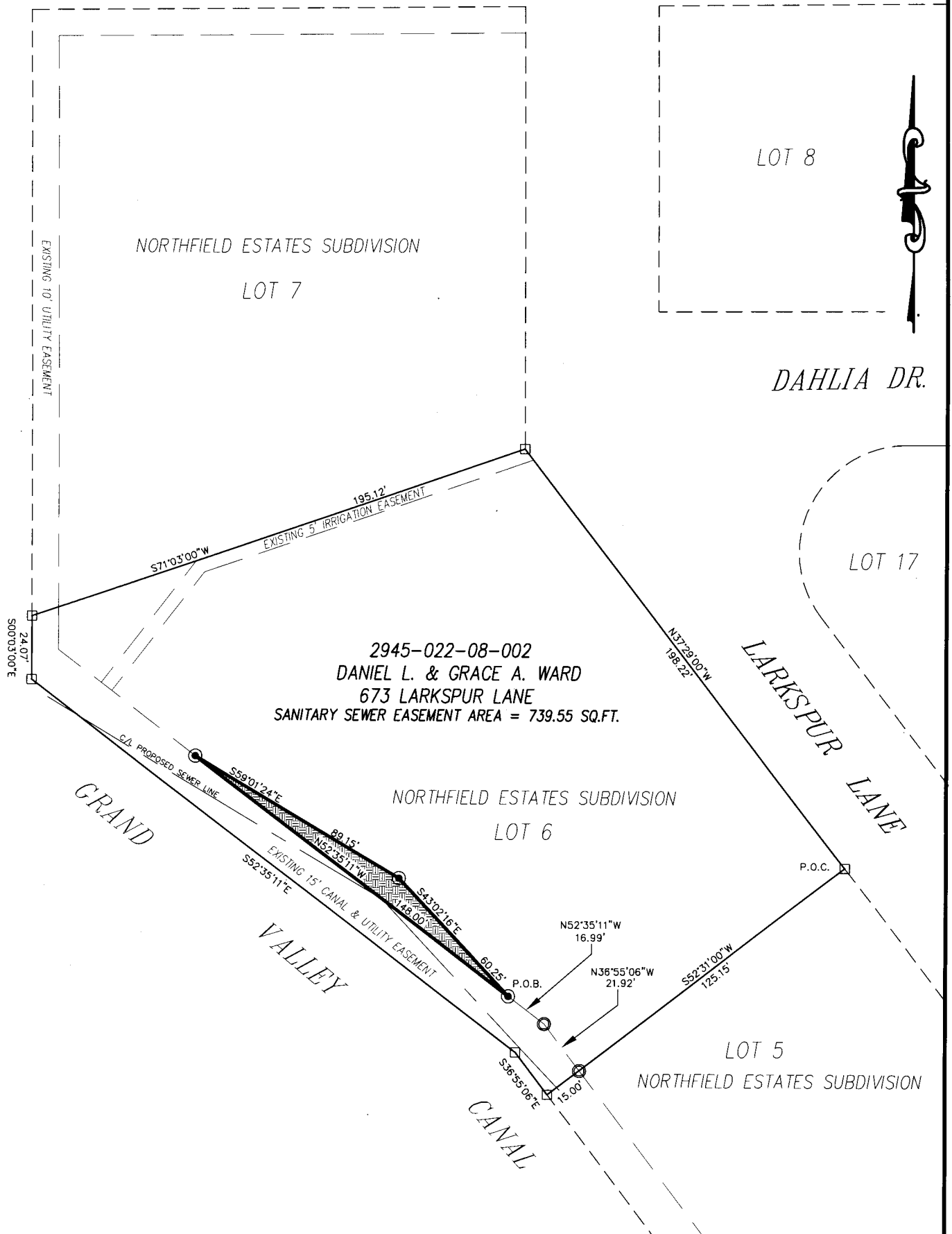
The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of NOVEMBER, 2000,  
by Tim Woodmansee, Real Estate Manager for the City of Grand Junction, a Colorado home rule municipality.

My commission expires: 01.15.02  
Witness my hand and official seal.

[Signature]  
Notary Public



# EXHIBIT "A"



DRAWN BY: SRP  
 DATE: 9-27-2000  
 SCALE: 1" = 50'  
 APPR. BY: IW  
 FILE NO: NORTH2\_4.DWG

**EASEMENT DESCRIPTION MAP**

SEWER EASEMENT  
 LOT 6, NORTHFIELD ESTATES SUBDIVISION

**DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
**CITY OF GRAND JUNCTION**