

WHI01LRK

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF
SANITARY SEWER FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: PAULA A. WHITE

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 671 LARKSPUR LANE,
LOT 5 NORTHFIELD ESTATES SUBDIVISION

PARCEL NO.: 2945-022-08-003

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF SANITARY SEWER EASEMENT

1979084 01/05/01 1049AM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00
DOCUMENTARY FEE \$EXEMPT

PAULA A. WHITE, Grantor, for and in consideration of the sum of Two Thousand Four Hundred Seventy Eight and 15/100 Dollars (\$2,478.15), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does 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, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northwesterly Corner of Lot 5, 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 northerly boundary line of said Lot 5 a distance of 15.00 feet to the True Point of Beginning;
thence N 52°31'00" E along the northerly boundary line of said Lot 5 a distance of 125.15 feet to the Northeasterly Corner of said Lot 5;
thence S 37°29'00" E along the easterly boundary line of said Lot 5 a distance of 20.00 feet;
thence leaving the easterly boundary line of said Lot 5, S 52°31'00" W a distance of 125.35 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 20.00 feet to the Point of Beginning,
containing 2,504.96 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. Grantor 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. It is the express understanding of Grantor and Grantee that Grantor shall be entitled to place improvements consisting of paved parking areas, retaining walls, irrigation systems and landscaping on and within the perpetual Sanitary Sewer Easement and the area up to and including the boundaries of Grantor's property, except to the extent that installation of such improvements damages the project improvements of the Grantee. Grantor and Grantee specifically agree that in the event the Grantee enters upon Grantor's property in the future to repair or maintain the project improvements or its easement and such repairs or maintenance cause damage to any improvements of Grantor, the Grantee shall promptly repair and restore the surface and condition of those portions of the Grantor's property affected or damaged by the Grantee and return the affected areas to the Grantor in a condition reasonably approximate to that which existed prior to entry by the Grantee at the Grantee's sole cost and expense.
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.
3. Grantor hereby covenants with Grantee that she has good title to the aforescribed premises; that she has good and lawful right to grant this Easement; that she 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 3rd day of January, 2001.

Paula A White
Paula A. White

State of Colorado)
)ss.
County of Mesa)

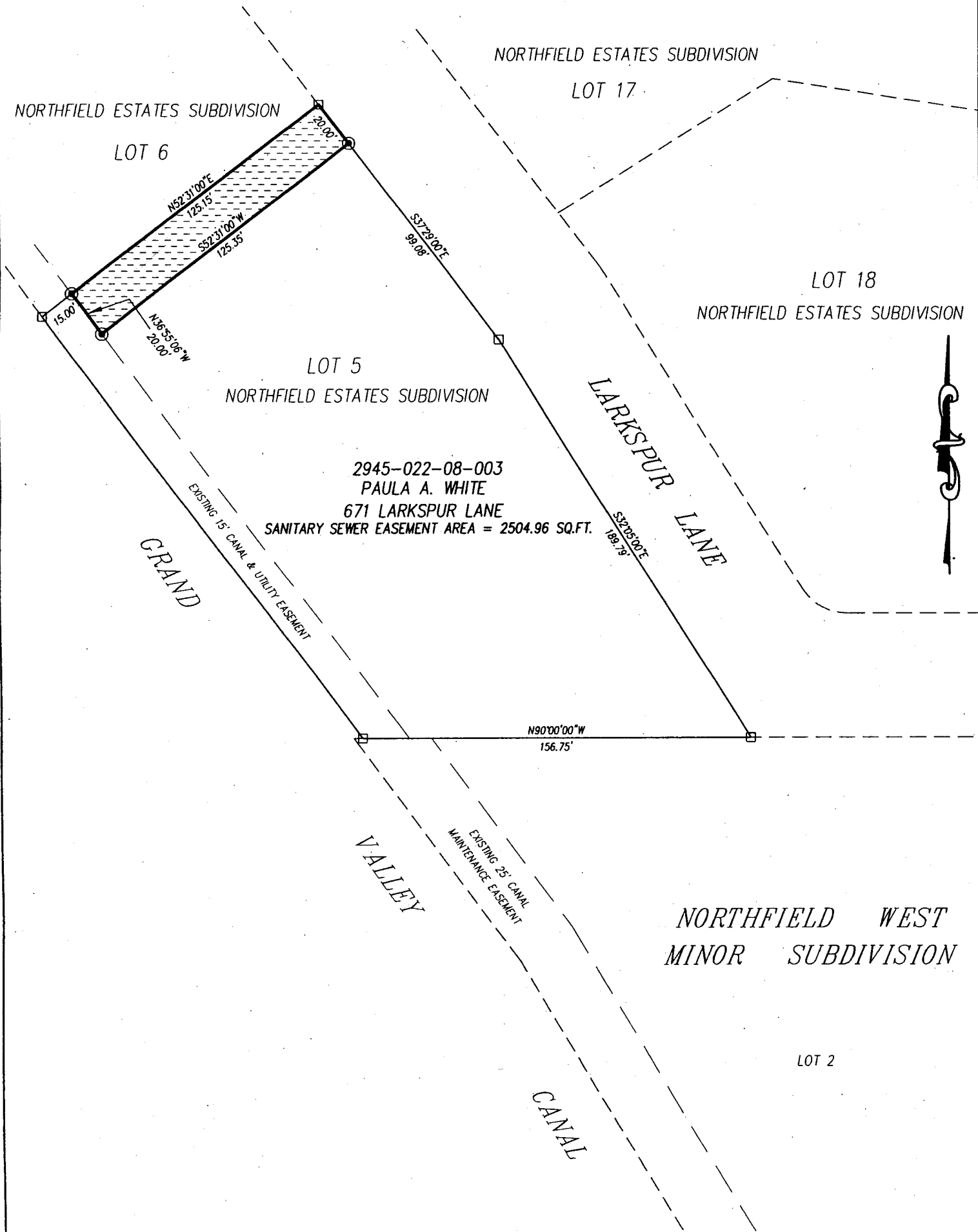
The foregoing instrument was acknowledged before me this 3RD day of January, 2001,
by Paula A White.

My commission expires: 02.21.01
Witness my hand and official seal.

Jerry M. Danzon
Notary Public



EXHIBIT "A"



DRAWN BY: SRP
 DATE: 9-5-2000
 SCALE: 1" = 50'
 APPR. BY: IW
 FILE NO: NORTH2_3.DWG

EASEMENT DESCRIPTION MAP

SEWER EASEMENT
 LOT 5, NORTHFIELD ESTATES SUBDIVISION

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION