

WOP0912T

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	W.O. PROPERTY INVESTMENT LLC.
PURPOSE:	SANITARY SEWER EASEMENT
ADDRESS:	2020 NORTH 12 TH STREET
PARCEL #:	2945-122-00-159
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2009
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

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GRANT OF SANITARY SEWER EASEMENT

W.O. Property Investment LLC, Grantor, whose address is 2020 North 12th Street, Grand Junction, Colorado 81501, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to 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 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:

A certain parcel of land for easement purposes located in the Northwest Quarter (NW 1/4) of Section 12, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado.

Commencing at the Northeast corner of Lot 2 of Block 1 of Fairmount Subdivision as same is recorded in Plat Book 1, Page 19, public records of Mesa County, Colorado with the East line of Lot 2 of said Fairmount Subdivision assumed to bear S00°16'06"W with all other bearings contained herein being relative thereto; thence S00°16'06"W a distance of 128.46 feet along the East line of said Lot 2 to the Point of Beginning; thence S00°16'06"W a distance of 14.24 feet; thence S72°05'01"W a distance of 32.01 feet; thence N89°58'59"W a distance of 61.08 feet; thence N00°02'31"E a distance of 1.13 feet; thence S89°58'07"W a distance of 49.28 feet; thence S00°00'00"E a distance of 6.11 feet; thence S86°19'54"W a distance of 5.85 feet; thence N03°40'06"W a distance of 20.00 feet; thence N86°19'54"E a distance of 148.30 feet to the Point of Beginning.

Said parcel contains 2,679.66 sq. ft., more or less, 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. The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easements.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it 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 25 day of February, 2009.

W.O. Property Investment LLC

By: *M. Larry Copeland*
M. Larry Copeland D.O., Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25 day of February 2009 by M. Larry Copeland D. O., Managing Member, W.O. Property Investment LLC.

My commission expires: 12/30/2009
Witness my hand and official seal.



Brigitte M Rose
Notary Public

W.O. Property Investment LLC

By: *Richard A. Knackendoffel*
Richard A. Knackendoffel D. O., Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25 day of February 2009 by Richard A. Knackendoffel D. O., Managing Member, W.O. Property Investment LLC.

My commission expires: 12/30/2009
Witness my hand and official seal.



Brigitte M Rose
Notary Public

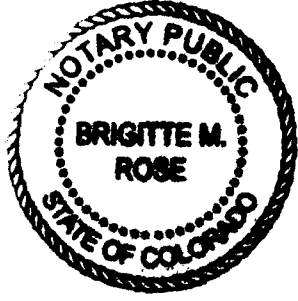
W.O. Property Investment LLC

By: *Mitchell T. Copeland*
Mitchell T. Copeland D. O., Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25 day of February 2009 by Mitchell T. Copeland D. O., Managing Member, W.O. Property Investment LLC.

My commission expires: 12/30/2009
Witness my hand and official seal.



Brigitte M. Rose
Notary Public

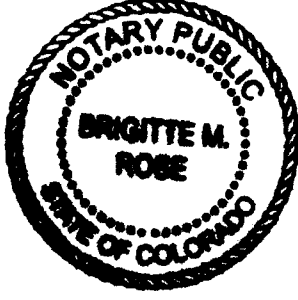
W.O. Property Investment LLC

By: *Patrick Sillix*
Patrick Sillix D. O., Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 25 day of February 2009 by Patrick Sillix D. O., Managing Member, W.O. Property Investment LLC.

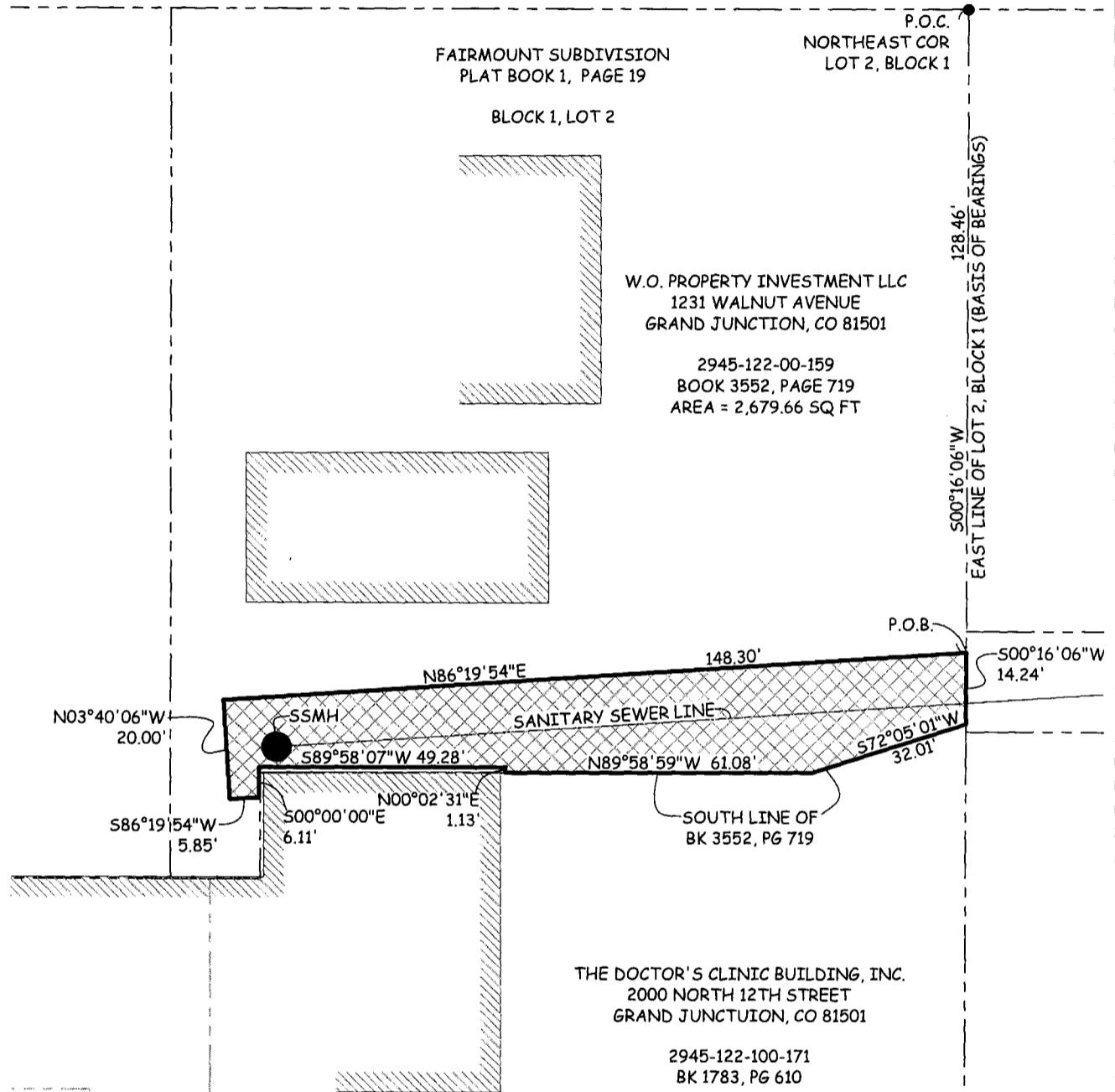
My commission expires: 12/30/2009
Witness my hand and official seal.



Brigitte M. Rose
Notary Public

EXHIBIT "A"

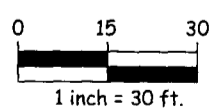
WALNUT AVENUE



ABBREVIATIONS

- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SSMH SANITARY SEWER MAN HOLE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



LINEAL UNITS = US SURVEY FOOT

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DRAWN BY: <u>JKT</u> DATE: <u>2-5-09</u> SCALE: <u>1" = 30'</u> APPR. BY: <u>PTK</u>	2009 SEWER REPLACEMENT SANITARY SEWER EASEMENT 2945-122-00-159	
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