

YOU01FRD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: JOHN A. YOUNKER AND  
DIANA J. YOUNKER

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): WEST  
OF 2151 F ROAD & SOUTH OF COLONIAL DRIVE ON THE REDLANDS -  
MONUMENT VILLAGE A SUBDIVISION

PARCEL NO.: 2945-232-00-186 AND 2947-232-00-185

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## WHEN RECORDED RETURN TO:

City of Grand Junction  
 Real Estate Division  
 250 North 5<sup>th</sup> Street  
 Grand Junction, CO 81501

Book 2992 Page 147

2033420 12/31/01 10:47PM  
 MONIKA TODD CLERK Mesa County CO  
 REC FEE \$15.00  
 DOCUMENTARY FEE \$0.00

### GRANT OF SANITARY SEWER EASEMENT AGREEMENT

John A. Younker and Diana J. Younker, Grantors, for and in consideration of the maintenance and repair by the below named Grantee of existing sanitary sewer facilities which were heretofore installed by the Panorama Improvement District, together with the representation by said Grantee that said existing sanitary sewer facilities possess the capacity to serve the property of Grantor with sixty (60) Residential Equivalent Units, 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 North Quarter Corner of Section 23, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, and considering the North line of the Northeast Quarter ("NE ¼") of said Section 23 to bear S 89°14'22" E with all bearings contained herein being relative thereto; thence S 89°14'22" E along the North line of the NE ¼ of said Section 23 a distance of 23.84 feet to the TRUE POINT OF BEGINNING; thence continuing along the North line of said NE ¼, S 89°14'22" E a distance of 20.00 feet; thence leaving the North line of said NE ¼, S 00°54'10" W a distance of 251.95 feet to a point on the North line of an existing 40 foot wide sewer, ingress/egress and utility easement as the same is described in Book 1102 at Page 691 in the office of the Mesa County Clerk and Recorder, said point lying N 89°22'26" W a distance of 7.37 feet from the Northeast corner of said existing easement; thence N 89°22'26" W, along the North line of said existing easement a distance of 20.00 feet; thence leaving the North line of said existing easement, N 00°54'10" E a distance of 252.00 feet, more or less, to the POINT OF BEGINNING, containing 5,039.66 square feet (0.12 acres), 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. 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's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed. All facilities authorized pursuant to this conveyance shall be located below the surface of the ground, excepting manholes which shall be installed flush with the surface of the ground.
3. In the event of permanent abandonment of the Easement by Grantee, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if Grantee fails to use the Easement for any consecutive twelve (12) month period.

4. 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.

Executed and delivered this 31 day of DECEMBER, 2001.

John A. Younker  
John A. Younker

Diana J. Younker  
Diana J. Younker

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of December, 2001, by John A. Younker and Diana J. Younker.

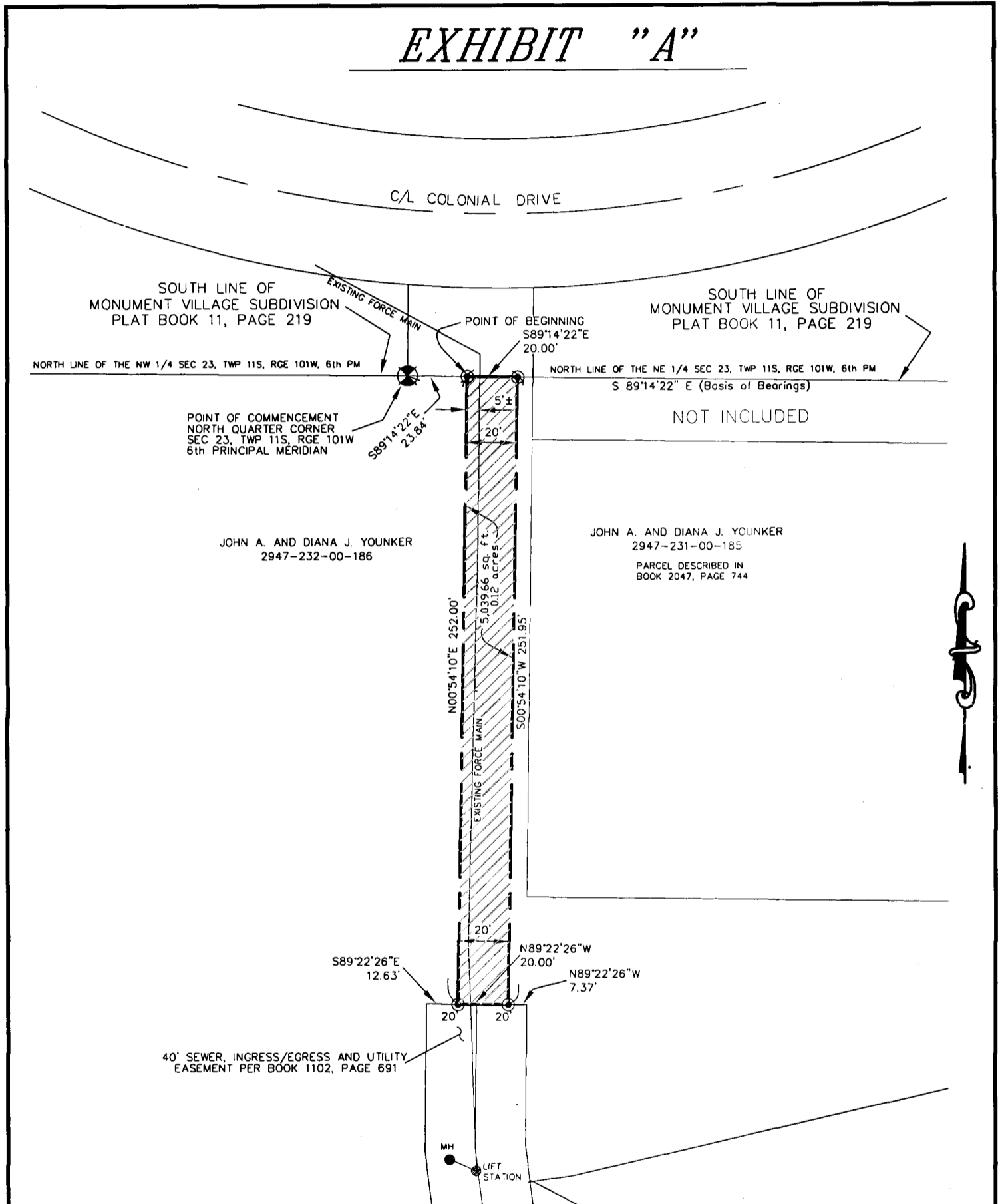
My commission expires: 5/11/2002  
Witness my hand and official seal.

Jim Woodmansee  
Notary Public



D:\drawing\Peter\New\_work\Panorama Improvement District\dwg\Younkers Easement.dwg 12/27/01 10:28:05 AM MST

# EXHIBIT "A"



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.

Revised: 12-27-01

DRAWN BY: P.T.K.  
 DATE: 11-28-2001  
 SCALE: 1" = 50'  
 APPR. BY: TW  
 FILE NO: 1048DWG

**SKETCH OF EASEMENT**  
 THROUGH LANDS OF JOHN AND DIANA YOUNKER  
 2947-232-00-186

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