

SEWER EASEMENT

Brookfield Commercial West, LLC, a Colorado limited liability company whose address is 1111 S. 7th Street, Grand Junction, CO 81501 (Grantor), the owner of that certain real property described as:

Lot 99, Brookfield South Filing One

according to the plat thereof recorded at Reception No. 3027412 in the records of the Mesa County Clerk and Recorder, in the City of Grand Junction, County of Mesa, State of Colorado;

for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged, hereby grants and conveys to the **City of Grand Junction**, a Colorado home rule municipality (Grantee), whose address is 250 N. 5th Street, Grand Junction, Colorado 81501, a perpetual, non-exclusive sewer easement for the use and benefit of the Persigo 201 Sewer System and for City approved sewer utilities including the installation, operation, maintenance and repair of said utilities and appurtenances on, along, over, under, through and across the following described parcel of land, to wit:

See attached Exhibits A and B incorporated by this reference.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever, together with the right to enter upon the above described land with workers and equipment, to survey, maintain, operate, repair, replace, control and use the sewer utilities installed there, and to remove objects interfering therewith, including trimming or removing trees, bushes and other vegetation, as may be required, all subject to the terms and conditions of this grant.

The interest conveyed is an easement for the purposes and uses and upon the terms stated herein. Grantor hereby covenants with Grantee that the easement shall not be burdened by the installation, construction, or placement of any improvements, structures, or fixtures thereon, other than the usual and customary grasses and other ground cover, without the prior written approval of Grantee. . Grantee has the right to require Grantor to remove any obstacles at Grantor's expense and Grantee may remove such obstacles if Grantor will not without any liability or obligation for repair and replacement thereof and charge landowner Grantee's costs for such removal. If Grantee chooses not to remove any obstacles, Grantee will not be liable for any damage to the obstacles or any other property to which they are attached.

The Easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors or any of its successors in title or interest, and for City approved sewer utilities.

Grantor hereby covenants with Grantee that it has good title to the herein described premises; that it has good and lawful right to grant the easement; that it will warrant and forever

defend the title of its property and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 2 day of July, 2024.

BROOKFIELD COMMERCIAL WEST, LLC

By: *Darin J. Carei*
Darin J. Carei, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF MESA)



The foregoing instrument was acknowledged before me this 2 day of July, 2024, by Darin J. Carei as Managing Member of Brookfield Commercial West, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: May 20, 2025

C. Horton
Notary Public

Acceptance:

CITY OF GRAND JUNCTION

By: *Andrea Phillips, Interim City Manager*
July 12, its 2024

EXHIBIT A

A twenty (20') wide easement across a parcel of land known as Lot 99 of Brookfield South Filing One as recorded at Reception Number 3027412, situated in the South one-half of the Northwest Quarter of Section 25, Township 1 North, Range 2 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement lying 10 feet on each side of the following described center line;

Commencing at a 3.25" aluminum cap, marked PLS 38274, RIVER CITY CONSULTANTS for the center-west sixteenth corner of said Section 25, whence a 2.75" brass cap, marked MESA COUNTY SURVEY MARKER, for the center quarter corner of said Section 25, bears South 89°52'48" East with all bearings herein relative thereto;

Thence South 89°52'48" East along the south line of the Southeast Quarter of the Northwest Quarter a distance of 224.22 feet;
Thence North 00°00'22" West a distance of 30.00 feet to the north line of road right-of-way as recorded at Reception Number 2756868 and the Point of Beginning;

Thence North 00°00'22" West a distance of 650.00 feet to the north line of said Lot 99 and the Point of Termination,

The sidelines of said easement shall be shortened or extended to terminate at the intersecting property lines.

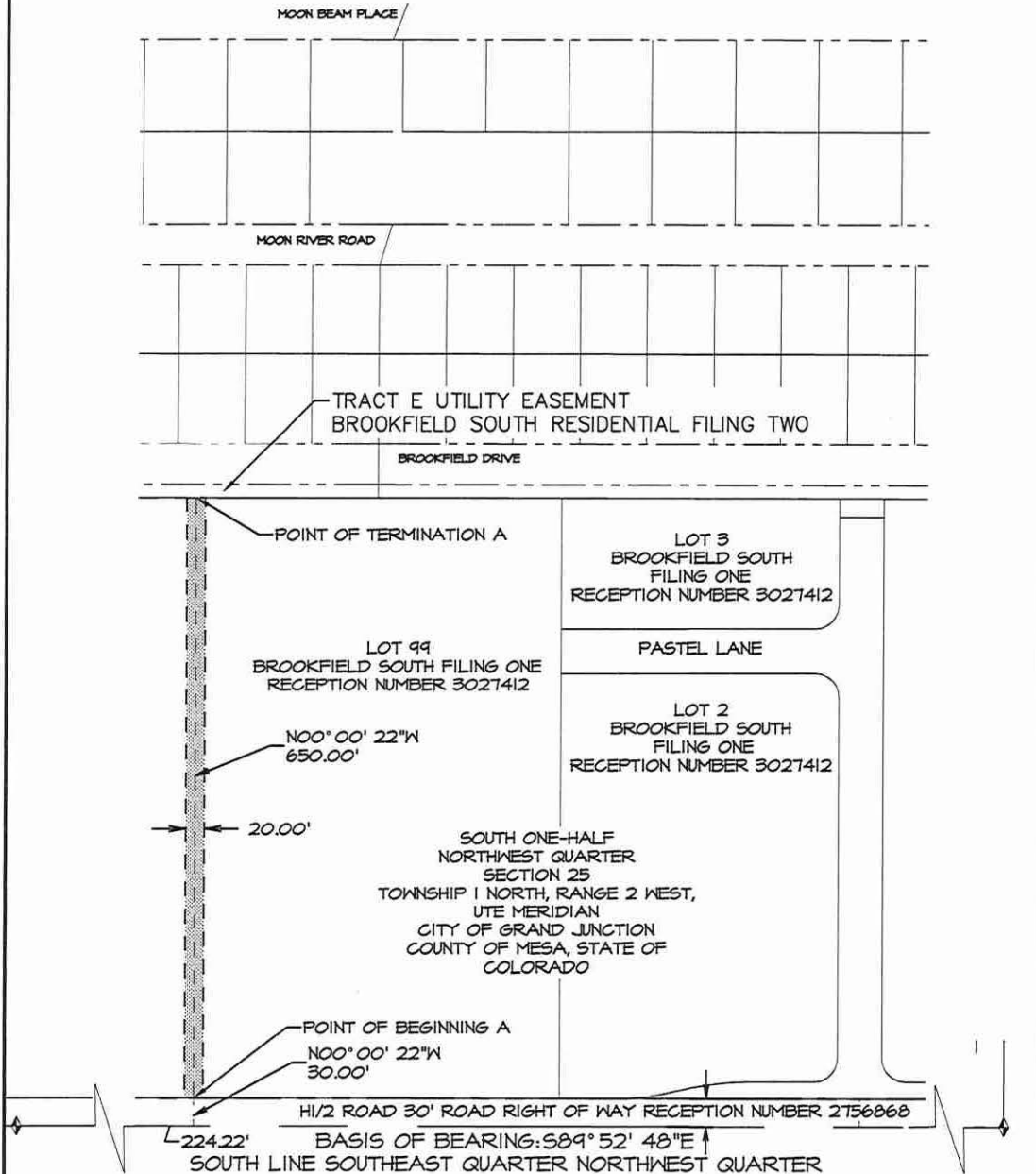
Said easement contains 0.30 acres more or less.



This description was prepared by:
Alec K. Thomas
Colorado P.L.S. 38274
215 Pitkin Ave
Grand Junction, CO 81501

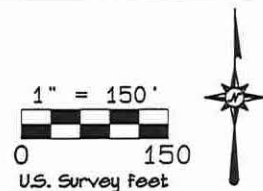
NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

EXHIBIT B



3.25" ALUMINUM CAP ON #6 REBAR
PLS 38274
RIVER CITY CONSULTANTS
(CENTER-WEST 1/16TH)

2.75" BRASS CAP
MESA COUNTY SURVEY MARKER
(CENTER QUARTER CORNER)



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

215 Pitkin Avenue, Unit 201
Grand Junction, CO 81501
Phone: 970.241.4722
Fax: 970.241.8841
www.rcwest.com

Drawn: AKT	Checked: BC	2/9/22	Job No. 1378-007
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