

AIG0325R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: AIG BAKER GRAND JUNCTION
LLC

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

ADDRESS: 565 25 ROAD - KENWOOD GROVE CONDOMINIUMS
- LOT 1 OF GRAND MESA CENTER

PARCEL#: 2945-091-18-003
2945-091-18-004
2945-091-18-005
2945-091-18-006
2945-091-18-007
2945-091-18-008
2945-091-18-009
2945-091-18-010
2945-091-18-011
2945-091-18-012

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF SANITARY SEWER EASEMENT

AIG BAKER GRAND JUNCTION, L.L.C., a Delaware limited liability company, Grantor, for the consideration of Ten and 00/100 Dollars (\$10.00), 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, for the use and benefit of the Persigo 201 Sewer System, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a twenty (20.00) foot wide 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 a portion of Lot 1 of Grand Mesa Center, a subdivision situate in Section 9, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded the 14th day of August, 2001, in Plat Book 18 at Pages 217 through 219, Reception No. 2010354, in the office of the Mesa County Clerk and Recorder, the sidelines of said easement being parallel with and 10.0 feet on each side of the following described centerline, to wit:

Beginning at a point on the Southerly terminus of the centerline of an existing sanitary sewer easement as shown and dedicated on the recorded plat of said Grand Mesa Center, whence the Southeast corner of said Lot 1 bears S 17°35'58" E a distance of 209.29 feet, with all bearings contained herein being relative to the recorded plat of said Grand Mesa Center;
thence S 09°29'41" E a distance of 111.95 feet to the Point of Termination of said centerline, whence the Southeast corner of said Lot 1 bears S 26°42'26" E a distance of 99.71 feet, the sidelines of said easement shall be shortened or extended to intersect with and terminate at the sidelines of said existing sanitary sewer easement,
containing 2,210 square feet, more or less, as described herein and depicted on the attached **Easement Exhibit**.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of perpetual ingress and egress for workers and equipment to survey, improve, 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, together with the terms, covenants and conditions contained herein.

1. Grantor's use and occupancy of the real property burdened by this Easement shall not be inconsistent with and shall not interfere with the full use and quiet enjoyment of the rights herein granted; Grantor hereby covenants 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. Grantor hereby covenants with Grantee that it has good title to the aforescribed 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 23rd day of July, 2003.

AIG BAKER GRAND JUNCTION, L.L.C.,
a Delaware limited liability company

By: AIG Baker Shopping Center Properties, L.L.C.,
a Delaware limited liability company,
its sole member

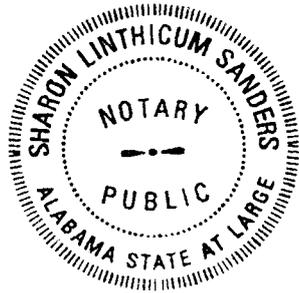
By: W. Ernest Moss
W. Ernest Moss,
Executive Vice President

State of Alabama)
County of Shelby)ss.

The foregoing instrument was acknowledged before me this 23rd day of July, 2003, by W. Ernest Moss, Executive Vice President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, the sole member of AIG Baker Grand Junction, L.L.C., a Delaware limited liability company.

My commission expires: 4-11-07

Witness my hand and official seal.



Sharon Linthicum Sanders
Notary Public

EASEMENT EXHIBIT



1" = 50'

N40°00'00"W
13.79'

S89°56'39"W
89.88'

FOUND #5 REBAR/CAP
"DH SURVEYS PLS 20677"

**KENWOOD GROVE
CONDOMINIUMS
REC #1878326**

S00°07'45"E 335.96'

S0°07'52"E 143.63'

DRAINAGE EASEMENT

S00°05'35"E 199.35'

S89°52'15"W
19.19'

FOUND #5 REBAR/CAP
"DH SURVEYS PLS 24306"

LOT 1

20' SANITARY SEWER EASEMENT
TIE: S11°56'16"E 316.38'

TIE: S9°47'58"E 332.38'

10' UTILITY EASEMENT

S00°07'45"E 263.59'

S89°52'15"W 275.06'

30' INGRESS/EGRESS/UTILITY EASEMENT

S89°52'15"W 263.48'

N00°07'45"W
250'

26.33'

SE CORNER
LOT 1