

BRC951ST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: LOUIS R. BRACH AND BETTY M.  
BRACH

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SANITARY  
SEWER EASEMENT AT NORTH CORNER 1ST STREET AND ORCHARD AVENUE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

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1713625 02:33 PM 04/05/95  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT

Brach Enterprises, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, a Perpetual Easement for the installation, operation, maintenance and repair of a sanitary sewer pipeline and related facilities, together with the right of ingress and ingress for workers and equipment, said easement being described by the following metes and bounds, to wit:

Commencing at the West  $\frac{1}{4}$  Corner of Section 11, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the South line of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 11 to bear Due East with all bearings contained herein being relative thereto; thence East along the South line of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 11 a distance of 285.00 feet; thence North a distance of 30.00 feet to the True Point of Beginning;  
thence North a distance of 210.00 feet;  
thence West a distance of 10.00 feet;  
thence South a distance of 195.00 feet;  
thence West a distance of 16.90 feet;  
thence South a distance of 15.00 feet;  
thence East a distance of 26.90 feet to the True Point of Beginning,

containing 2,353.50 square feet as described herein and depicted on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, subject to the following terms, covenants, conditions and restrictions:

1. Grantee, as a condition of this grant, agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to the Grantor, and the Grantor's heirs, successors and assigns. Grantee further agrees that it shall correct any damage(s), both material as well as aesthetic, which may be caused by its entry as described herein.

2. Grantor shall have the right to continue to use the real property burdened by this Easement for any lawful purpose which will not interfere with Grantee's full use and enjoyment of the Grantee's rights herein granted; provided, however, Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, under, through and across the easement area.

3. 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 of all persons whomsoever.

Signed this 4<sup>th</sup> day of April, 1995.

Louis R. Brach  
Louis R. Brach

Betty M. Brach  
Betty M. Brach

State of Colorado )  
  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 1995, by Louis R. Brach and Betty M. Brach of Brach Enterprises.

My commission expires 3-23-96

Witness my hand and official seal.

Bobbie M. Strong  
Notary Public



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FEET 30 0 30 FEET

GRAPHIC SCALE  
SCALE: 1 INCH = 30 FEET

# EXHIBIT "A"

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