

BRS99MAL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: BR-SL, LLC, A COLORADO LIMITED LIABILITY COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRANT OF SANITARY SEWER EASEMENT DATED JULY 8, 1999, FOR AREA NEAR MALDONADO STREET
PARCEL NO. 2945-151-00-108

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1912338 07/21/99 0315PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF SANITARY SEWER EASEMENT

BR - SL, LLC, a Colorado limited liability company, 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, 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 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 1/4 corner of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the west line of the Northwest 1/4 of the Northeast 1/4 (NW 1/4 NE 1/4) of said Section 15 to bear S 00°07'20" E with all bearings contained herein being relative thereto; thence S 00°07'20" E along the west line of the NW 1/4 NE 1/4 of said Section 15 a distance of 690.00 feet; thence leaving the west line of said NW 1/4 NE 1/4, S 89°47'16" E along a line which is parallel with the north line of the NW 1/4 NE 1/4 of said Section 15 a distance of 547.70 feet to the southwest corner of that certain parcel of land described in instrument recorded in Book 2209 at Page 603 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning;


thence N 00°17'00" E along the west boundary line of said parcel of land a distance of 20.00 feet;
thence leaving the west boundary line of said parcel of land, S 89°47'16" E a distance of 170.61 feet;
thence S 79°19'23" E a distance of 110.11 feet to a point on the south boundary line of said parcel of land;
thence N 89°47'16" W along the south boundary line of said parcel of land a distance of 278.91 feet to the Point of Beginning.

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.

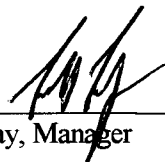
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee 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 8th day of July, 1999.



Bruce O. Rossmeyer, Manager

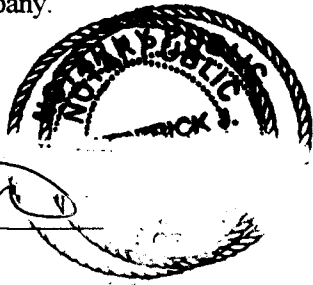


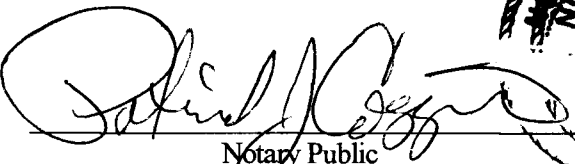
Scott Lindsay, Manager

State of Colorado)
)ss.
County of MESA)

The foregoing instrument was acknowledged before me this 8 day of July, 1999, by ~~Bruce O. Rossmeyer~~ and Scott Lindsay, Managers of BR - SL, LLC, a Colorado limited liability company.

My commission expires: 10-2-2001
Witness my hand and official seal.





Notary Public

State of Florida
County of Volusia
The foregoing instrument was acknowledged before me this 7th day of July, 1999, by Bruce Rossmeyer, Manager of BR - SL, LLC, a Colorado limited liability company.

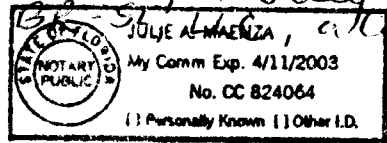
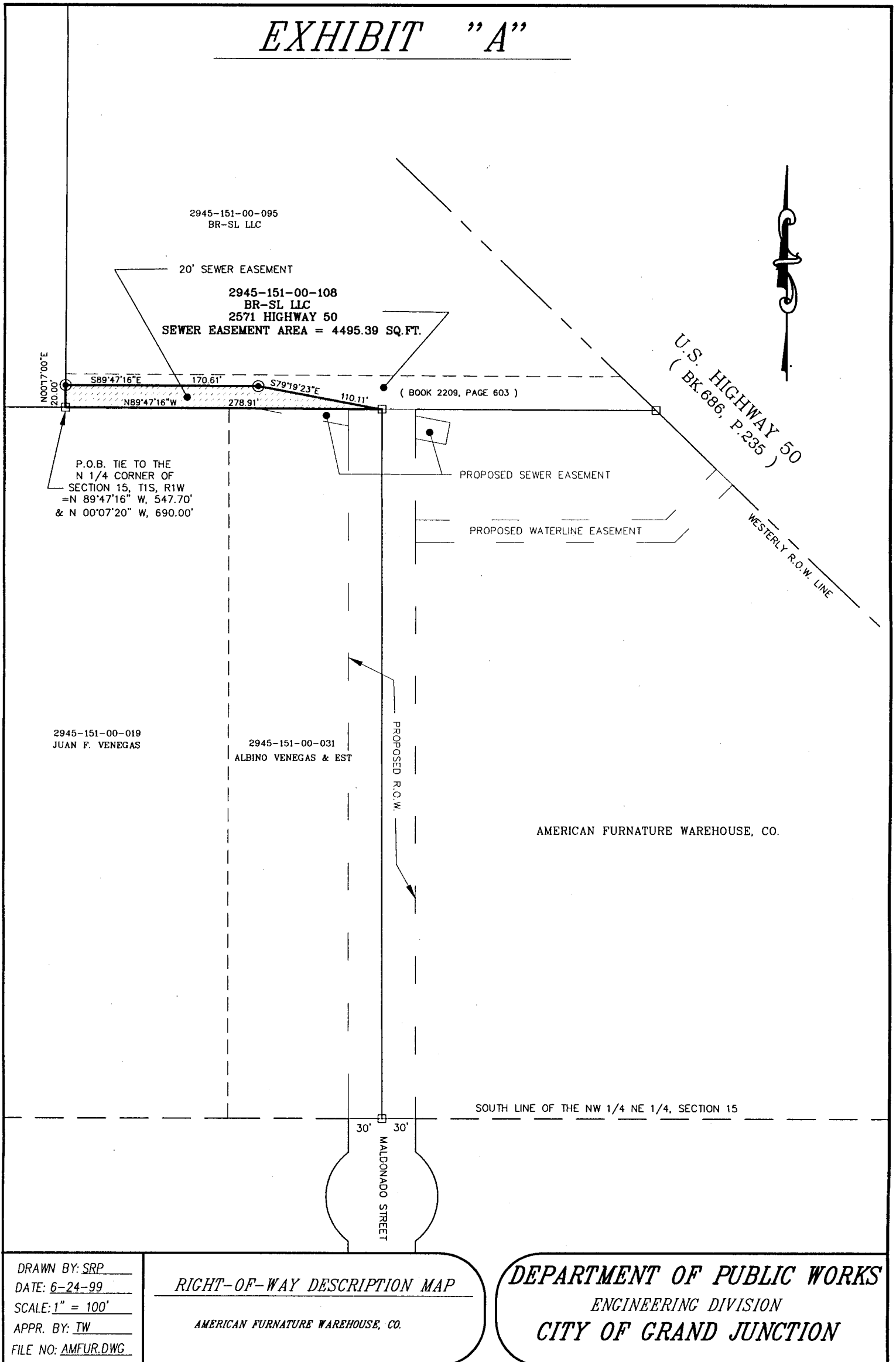


EXHIBIT "A"



DRAWN BY: SRP
 DATE: 6-24-99
 SCALE: 1" = 100'
 APPR. BY: TW
 FILE NO: AMFUR.DWG

RIGHT-OF-WAY DESCRIPTION MAP
 AMERICAN FURNATURE WAREHOUSE, CO.

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION