

CDT99ELS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: CASA DEL TIERRA, INCORPORATED

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: GRANT OF SANITARY SEWER
EASEMENT, ELVALEE SUBDIVISION, LOT 2

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF SANITARY SEWER EASEMENT

CASAS DEL TIERRA, INC., a Colorado Corporation, Grantor, for and in consideration of the maintenance and repair of sanitary sewer facilities, 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 herein described premises, said Easement being twenty (20.0) feet in width, extending a distance of ten (10.0) feet perpendicularly on each side of the following described center line, to wit:

Commencing at the Southwest Corner of Lot 2 of Elvalee Subdivision, situate in a portion of Lot 4 in Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 38 in the office of the Mesa County Clerk and Recorder; thence N 00°20'19" W along the West boundary line of Lot 2 of Elvalee Subdivision a distance of 10.00 feet to a point on the North line of an existing Utility Easement as dedicated on the Plat of said Elvalee Subdivision; thence S 89°51'54" E along the North line of said existing Utility Easement a distance of 36.37 feet to the True Point of Beginning of the center line of the Easement herein described;
thence N 00°21'12"W along said center line a distance of 146.00 feet to the Point of Terminus.

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 28 day of May, 1999.

CASAS DEL TIERRA, INC.,
a Colorado corporation

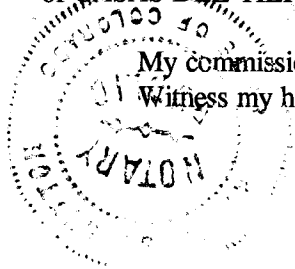
Attest:

Kenneth A. Hertz

[Signature]
President

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 28 day of May, 1999, by J.C. VAYTILLA as President and attested to by Kenneth A. Hertz as Secretary of CASAS DEL TIERRA, INC., a Colorado corporation.



My commission expires: 5-21-02
Witness my hand and official seal.

[Signature]
Notary Public