

ECL99CTD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: EDWARD C. LOSHBAUGH AND PAULA B. LOSHBAUGH,
GRANTORS, 250 NORTH 5TH STREET, GRAND JUNCTION, COLORADO 81501

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SANITARY SEWER EASEMENT-
EAST OF 28 ROAD BETWEEN PATTERSON AND CORTLAND

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

188868 02/17/99 1247PM
MONIKA TODD CLERK MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Edward C. Loshbaugh and Paula B. Loshbaugh, Grantors, as a gift and donation, have gifted, donated, granted and conveyed, and by these presents do hereby gift, donate, grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of underground sanitary sewer facilities, underground storm drainage facilities, and underground irrigation facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northwest Corner of the SW ¼ SW ¼ NW ¼ of Section 6, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the West line of the SW ¼ SW ¼ NW ¼ of said Section 6 to bear NORTH with all bearings contained herein being relative thereto; thence EAST along the North line of said SW ¼ SW ¼ NW ¼ a distance of 159.00 feet to the True Point of Beginning; thence EAST along the North line of said SW ¼ SW ¼ NW ¼ a distance of 6.00 feet; thence leaving the North line of said SW ¼ SW ¼ NW ¼, SOUTH a distance of 25.00 feet; thence WEST a distance of 6.00 feet; thence NORTH a distance of 25.00 feet to the Point of Beginning, containing 150.00 square feet as described.

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. Grantors 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 Grantors 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. Grantee agrees that Grantees' utilization of the Easement herein conveyed shall be performed with due care using commonly accepted standards and techniques.
3. Grantors hereby covenants with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they 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 11TH day of FEBRUARY, 1999.

Edward C. Loshbaugh
Edward C. Loshbaugh

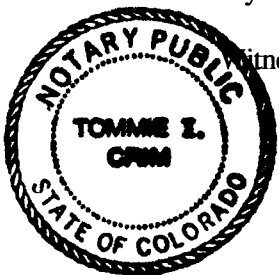
Paula B. Loshbaugh
Paula B. Loshbaugh

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11TH day of FEBRUARY, 1999, by Edward C. Loshbaugh and Paula B. Loshbaugh.

My commission expires: OCTOBER 3, 2001

Witness my hand and official seal.



Tommie L. Coffey
Notary Public

My Commission expires
October 3, 2001