

KCC98KTF

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: KELMINE CORPORATION BY CHARLES E. KELLER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: REPLAT OF A PART OF KENWORTH TRUCKING FACILITY, ON FILE WITH MESA COUNTY CLERK AND RECORDER IN PLAT BOOK 13 AT PAGE 32, INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A SANITARY SEWER MAIN

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

2 PAGE DOCUMENT

1848890 06/02/98 0151PM  
MONIKA TODO CLK&REG MESA COUNTY CO  
REC FEE \$10.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Kelmine Corporation, a Colorado corporation, Grantor, for and in consideration of the installation, operation, maintenance and repair of a sanitary sewer main and appurtenances related thereto, 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 address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of a sanitary sewer main and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

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 structures or any other item or fixture which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantee's work and act of installing, maintaining, repairing and replacing said sanitary sewer pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants that it has good and lawful right to grant this Easement and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons claiming by, through or under it.

Executed and delivered this 26th day of May, 1998.

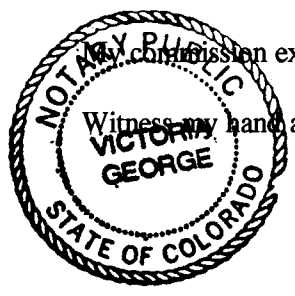


[Signature]  
Secretary

Kelmine Corporation, a Colorado corporation  
[Signature]  
President

State of Colorado )  
  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 26th day of May, 1998, by Charles E. Keller as President and attested to by C. O. Keller as Secretary of Kelmine Corporation, a Colorado corporation.



My commission expires: November 27, 1999

Witness my hand and official seal.

[Signature]  
Notary Public

**EASEMENT DESCRIPTION**

An easement across the North five feet of the South fifteen feet of Lot One and of Lot Two, *Replat of a Part of Kenworth Trucking Facility*, a subdivision of Mesa County, Colorado, the plat of which is on file with the Mesa County Clerk and Recorder in Plat Book 13 at Page 32, situated in the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 32, Township 1 North, Range 1 West of the Ute Meridian. Said easement shall lie Northerly of and adjoin the existing ten foot utility easement as shown on said plat.