

MCC05RIV

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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | EASEMENT |
| NAME OF PROPERTY OWNER OR GRANTOR: | MC CALLIN REAL ESTATE LLC |
| PURPOSE: | SANITARY SEWER EASEMENT |
| ADDRESS: | RIVER ROAD AND RAILHEAD CIRCLE BLOCK 1, RAILHEAD INDUSTRIAL PARK |
| PARCEL NO: | 2697-364-10-006 |
| CITY DEPARTMENT: | PUBLIC WORKS |
| YEAR: | 2005 |
| EXPIRATION: | NONE |
| DESTRUCTION: | NONE |

WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

2280487 BK 4014 PG 875-877
10/14/2005 02:27 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT

McCallin Real Estate 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 sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, 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:

A certain parcel of land for a sanitary sewer easement lying in the SE1/4(Southeast Quarter) of Section 36, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Northerly corner of Block 1, Railhead Industrial Park as Amended, as same is recorded in Plat Book 13, Pages 34 and 35, Public records of Mesa County, Colorado, and assuming the Northeasterly line of said Block 1 bears S56°21'19"E, with all other bearings contained herein being relative thereto; thence S56°21'19"E along the Northeasterly line of said Block 1, a distance of 123.04 feet; thence S63°21'20"W, along the easterly line of a 100'x70' utility easement, as shown on said Railhead Industrial Park as Amended, a distance of 33.42 feet to the POINT OF BEGINNING; thence S30°37'51"W, a distance of 31.27 feet; thence N59°19'29"W, a distance of 20.08 feet to a point on the easterly line of said 100 ft. x 70 ft. utility easement; thence N63°21'20"E, a distance of 37.15 feet, more or less, to the Point of Beginning.

CONTAINING 313.98 Square Feet, more or less, as described herein and depicted on **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 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.

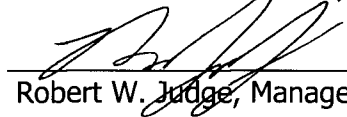
2. Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area or to Grantor's adjoining property which may be caused by Grantee's utilization of the Easement and the rights herein conveyed. All facilities authorized pursuant to this conveyance shall be located below the surface of the ground, excepting manholes which shall be installed flush with the surface of the ground.

3. Grantee's utilization of the Easement shall be specifically limited to the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto. The easement rights herein granted do not include the right to alter or expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).

4. 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 12 day of October, 2005.

McCallin Real Estate LLC
A Colorado Limited Liability Corporation


Robert W. Judge, Manager

State of Colorado)
County of Boulder) ss.

The foregoing instrument was acknowledged before me this 12 day of Oct, 2005, by Robert W. Judge, as Manager for McCallin Real Estate LLC, a Colorado Limited Liability Company.

My commission expires: 2/21/07
Witness my hand and official seal.

BARBARA D. PECK
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 02/21/2007

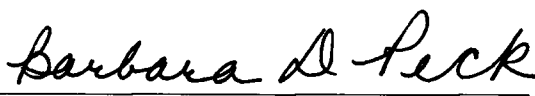
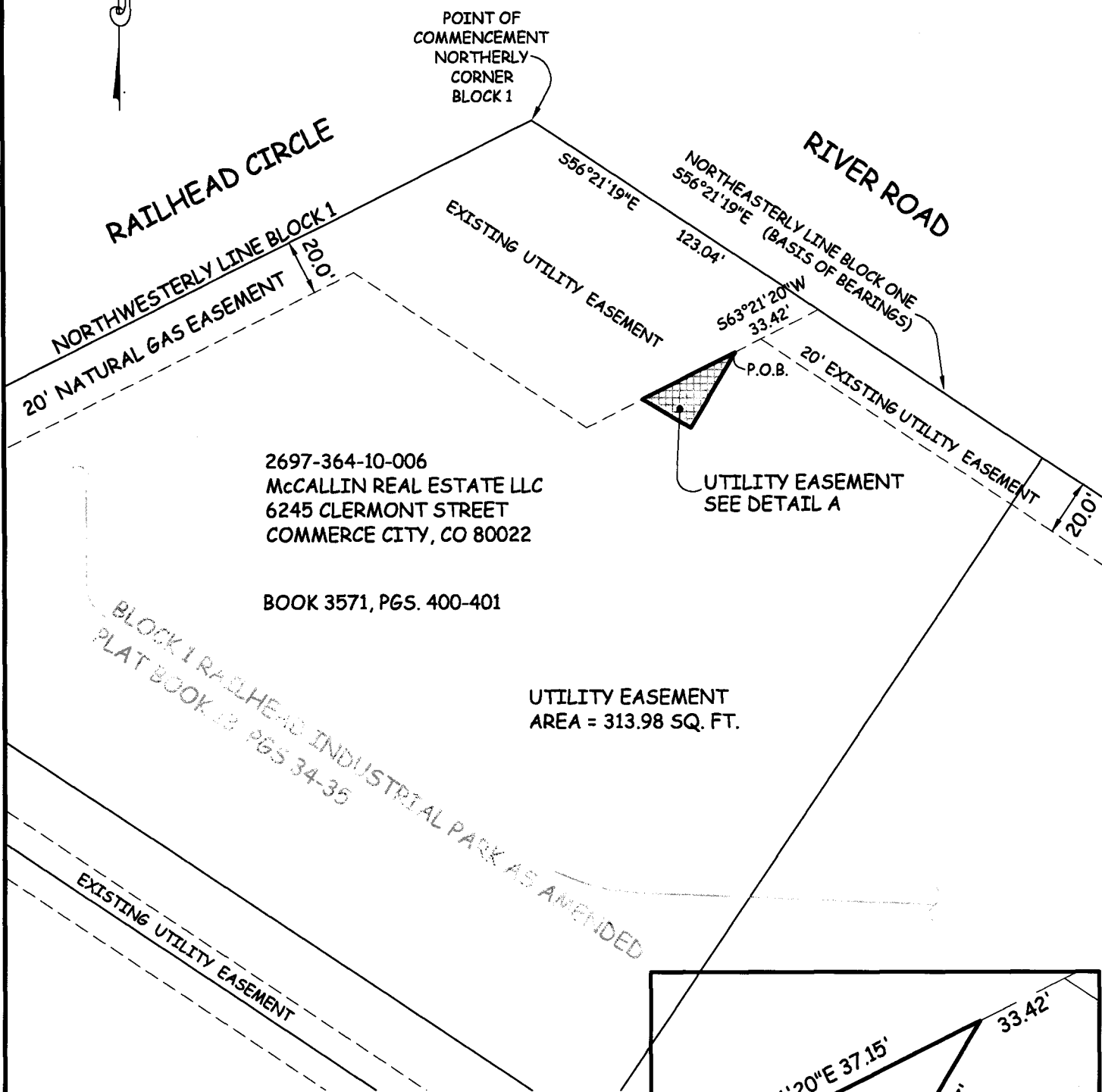

Notary Public

EXHIBIT "A"

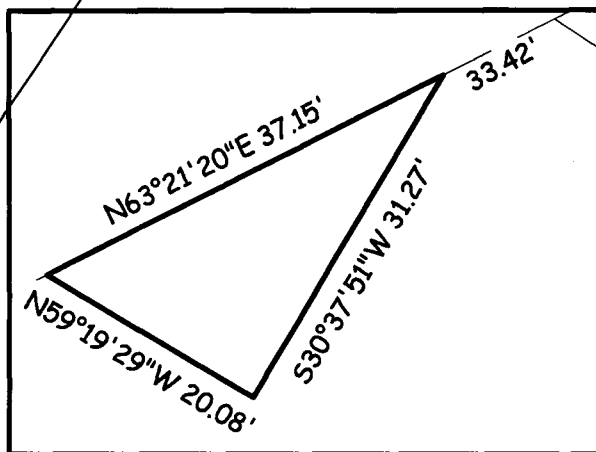


2697-364-10-006
 McCALLIN REAL ESTATE LLC
 6245 CLERMONT STREET
 COMMERCE CITY, CO 80022

BOOK 3571, PGS. 400-401

BLOCK 1 RAILHEAD INDUSTRIAL PARK AS AMENDED
 PLAT BOOK 13 PGS 34-35

UTILITY EASEMENT
 AREA = 313.98 SQ. FT.



DETAIL A
 NTS

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: TLP
 DATE: 09-30-05
 SCALE: 1" = 50'
 APPR. BY: P.H.

UTILITY EASEMENT

2697-364-10-006

