

MCS05MAI

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF PROPERTY  
OWNER OR GRANTOR: MESA COUNTY VALLEY  
SCHOOL DISTRICT NO. 51,  
RIVERSIDE SCHOOL RIGHT-OF-WAY

PURPOSE: EASEMENT FOR THE INSTALLATION,  
OPERATION, MAINTENANCE, REPAIR AND  
REPLACEMENT OF SANITARY SEWER  
FACILITIES

ADDRESS: 552 WEST MAIN STREET

PARCEL NO: 2945-154-00-942

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2005

EXPIRATION: NONE

DESTRUCTION: NONE

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

2274318 BK 3987 PG 919-921  
09/09/2005 09:52 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$15.00 SurChg \$1.00  
DocFee EXEMPT

**GRANT OF SANITARY SEWER EASEMENT**

Mesa County Valley School District No. 51, whose address is 2115 Grand Avenue, Grand Junction, Colorado 81501, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, 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, 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, storm sewer facilities and appurtenances related thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A Tract or parcel of land for Sanitary Sewer Easement purposes, 20.00 feet in width, 10.00 feet each side of center line described, situated in the Northwest ¼ Southeast 1/4, Section 15, Township 1 South, Range 1 West, of the Ute Meridian, City of Grand Junction, County of Mesa and the State of Colorado, more particularly described as:

Commencing at the Southwest corner of Grand River Subdivision whence the Northwest corner of said Subdivision bears N00°05'28"E and distance of 121.48 feet with all bearings contained herein relative thereto; thence N00°05'28"E 121.48 feet along the West line of said Subdivision to a point on the South right of way of Highway 340; thence N63°26'28"E 11.97 feet along said South right of way; thence N68°38'28"E 35.64 feet along said South right of way to the Point of Beginning; thence N88°26'18"E 274.26 feet; thence N19°37'23"E 78.70 feet; thence N89°51'29"E 61.50 feet; thence S43°14'44"E 74.11 feet to the Point of Terminus.

Containing 0.22 acres, 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 perpetual ingress and egress for workers and equipment to survey, improve, 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.
3. 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 6th day of September, 2005.

Mesa County Valley School District No. 51

Ron Rowley  
Ron Rowley, President

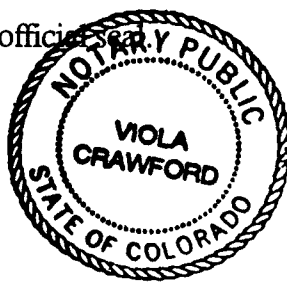
Jamie Sidanycz  
Jamie Sidanycz, Secretary

State of Colorado )  
                          )ss.  
County of Mesa    )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2005, by Ron Rowley as President and attested to by Jamie Sidanycz as Secretary of the Board of Education of Mesa County Valley School District No. 51.

My commission expires: 4/23/2007

Witness my hand and official seal

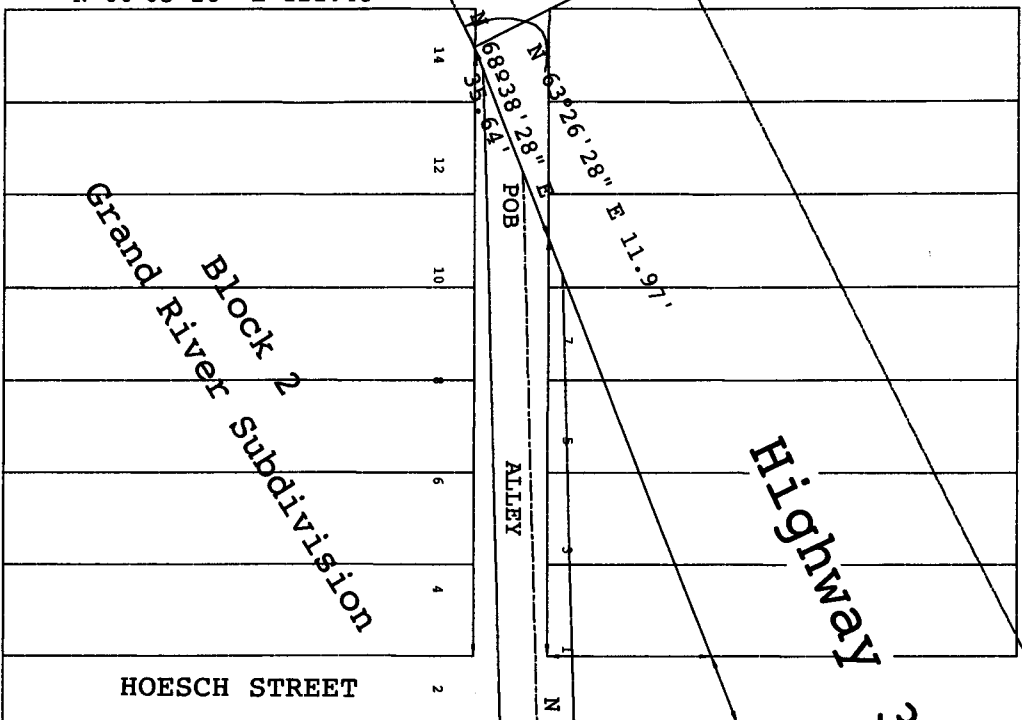


Viola Crawford  
Notary Public

EXHIBIT A

West Street

N 00°05'28" E 121.48'



Block 2  
Grand River Subdivision

Highway 340 ROW

HOESCH STREET

Main Street

N 89°54'32" W 456.69'

ALLEY

N 88°26'18" E 274.26'

N 68°38'28" E 439.44'

N 19°37'23" E 78.70'

N 89°51'29" E 61.50'

S 43°14'44" E 74.11'

S 00°05'28" W 177.70'

Book 381 Page 491

20'

SCALE: 1"=50

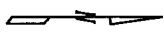


EXHIBIT A

High Desert Surveying, LLC  
 2591 B 3/4 Road, Grand Jct., CO 81503  
 970-254-8649 Fax 970-255-7047