

MLL04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (SEWER)

NAME OF PROPERTY OWNER OR GRANTOR: MONUMENT LITTLE
LEAGUE, INC.

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

ADDRESS: 568 25 ½ ROAD

PARCEL NO: 2945-101-00-979

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION: NONE

DESTRUCTION: NONE

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

2219440 BK 3758 PG 779-781
10/13/2004 02:36 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT

Monument Little League, Inc., Grantor, for and in consideration of the sum of Fifty and 00/100 Dollars (\$50.00), 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 use and 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 perpetual utility easement lying in the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of the SW 1/4 NE 1/4 of said Section 10 and assuming the North line of the SW 1/4 NE 1/4 of said Section 10 bears S 89°50'06" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 89°50'06" E along the North line of the SW 1/4 NE 1/4 of said Section 10, a distance of 59.93 feet to a point being the POINT OF BEGINNING; thence from said Point of Beginning, continue S 89°50'06" E along the North line of the SW 1/4 NE 1/4 of said Section 10, a distance of 9.35 feet; thence S 53°21'42" W a distance of 11.70 feet; thence N 00°15'53" E a distance of 7.01 feet, more or less, to the Point of Beginning.

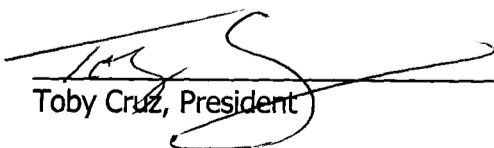
CONTAINING 32.8 Square Feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of 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, together with the terms, covenants 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 agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques.
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 12TH day of October, 2004.

Monument Little League, Inc.


Toby Cruz, President


Edwin Morris, Treasurer

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 12TH day of October, 2004, by Toby Cruz as President and Edwin Morris as Treasurer for Monument Little League, Inc.

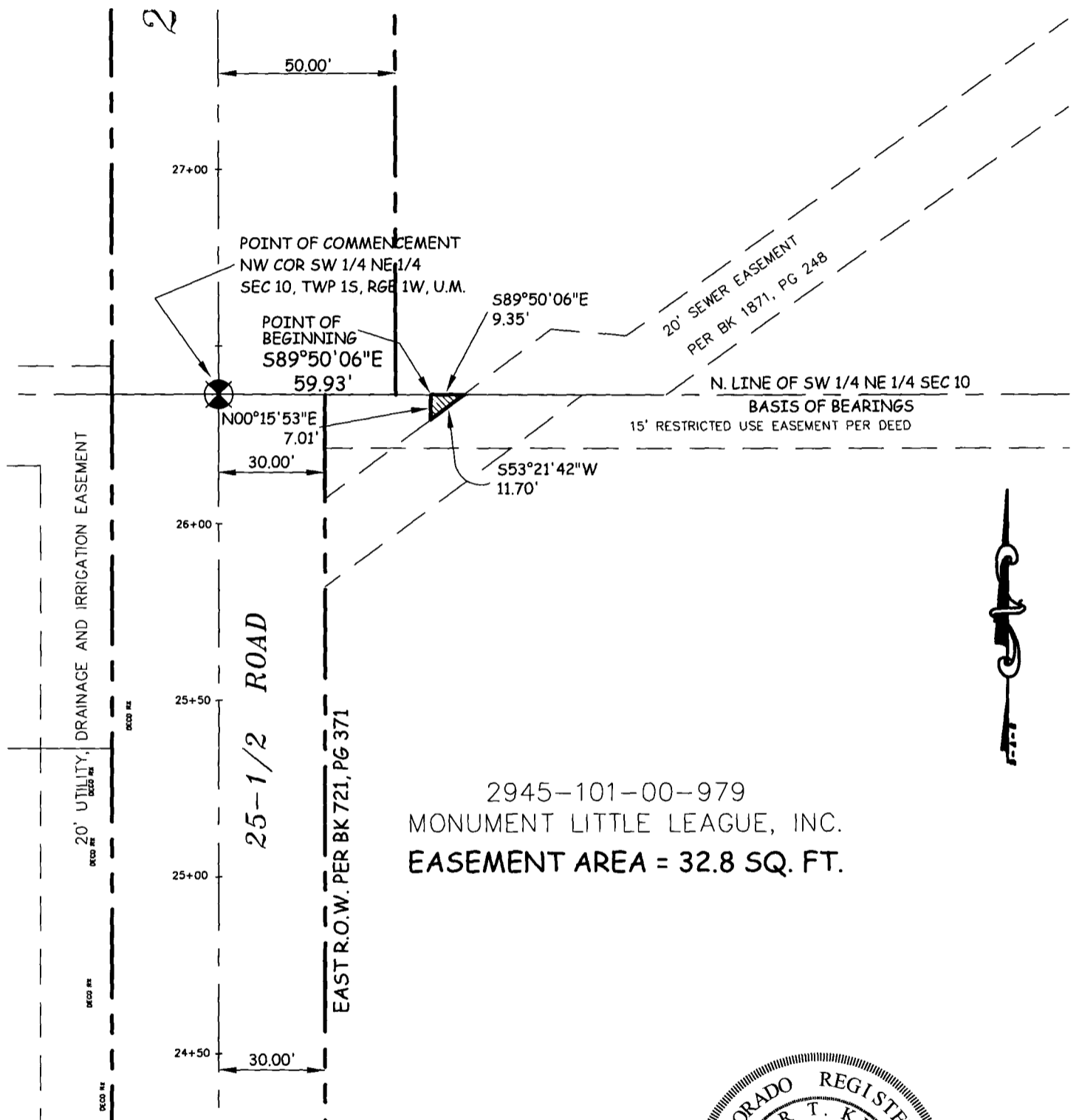
My commission expires: 3.3.05

Witness my hand and official seal.

Peggy Holquin
Notary Public



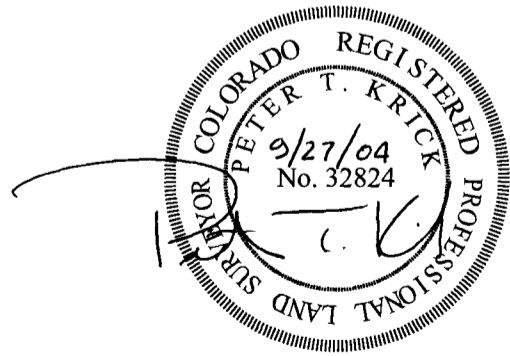
EXHIBIT "A"



2945-101-00-979
 MONUMENT LITTLE LEAGUE, INC.
 EASEMENT AREA = 32.8 SQ. FT.



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: P.T.K.
 DATE: 09-27-2004
 SCALE: 1" = 40'
 APPR. BY: P.H.

25.5 ROAD RIGHT-OF-WAY
 SANITARY SEWER SERVICE EASEMENT
 MONUMENT LITTLE LEAGUE
 2945-101-00-979

