

PDS07MNR

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (SANITARY SEWER)
NAME OF PROPERTY OWNER OR GRANTOR:	BRITTNEY POUNDSTONE
PURPOSE:	2007 SEWER REPLACEMENTS
ADDRESS:	2053 MANOR AVENUE
TAX PAREL NO.:	2945-121-14-005
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF SANITARY SEWER EASEMENT

Britney Poundstone, Grantor, whose address is 2053 Manor Avenue, Grand Junction, CO 81501, 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 granted and conveyed, and by these presents does hereby 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 Sanitary Sewer 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 sanitary sewer easement located in Lot 21, Bookcliff Manor Subdivision as recorded in Plat Book 8, Page 13 of the Mesa County, Colorado public records and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 21 and assuming the East line of said Lot 21 to bear S00°05'24"E with all bearings contained herein relative thereto; thence S00°05'24"E along the East line of said Lot 21 a distance of 114.96 feet to the Southeast corner of said Lot 21; thence S89°53'08"W along the South line of said Lot 21 a distance of 8.43 feet; thence N00°08'39"W a distance 41.37 feet; thence S89°38'05"E a distance of 2.79 feet; thence N00°21'55"W a distance of 36.16 feet; thence S89°38'05"W a distance of 2.65 feet; thence N00°08'39"W a distance of 36.77 feet to the North line of said Lot 21; thence N85°30'34"E along said North line of a distance of 8.57 feet to the Point of Beginning.

Said parcel contains 875 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. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easements.
2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said sanitary sewer improvements shall be performed with due care using commonly accepted standards and techniques without cost to Grantor. Grantee shall repair or replace at its expense any and all utilities, improvements, landscaping, and surface material affected by the installation, operation, maintenance, repair, or replacement of the electric and telecommunication improvements.
3. Grantor hereby covenants with Grantee she has good title to the above-described Property.
4. Grantee shall indemnify Grantor against and hold her harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the sanitary sewer improvements contemplated to be built within the Easement is not constructed or is abandoned, Grantor shall have the option, to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 5 day of October, 2007.

Britney Poundstone
Britney Poundstone

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of October, 2007 by Britney Poundstone.

My commission expires: 11-17-08

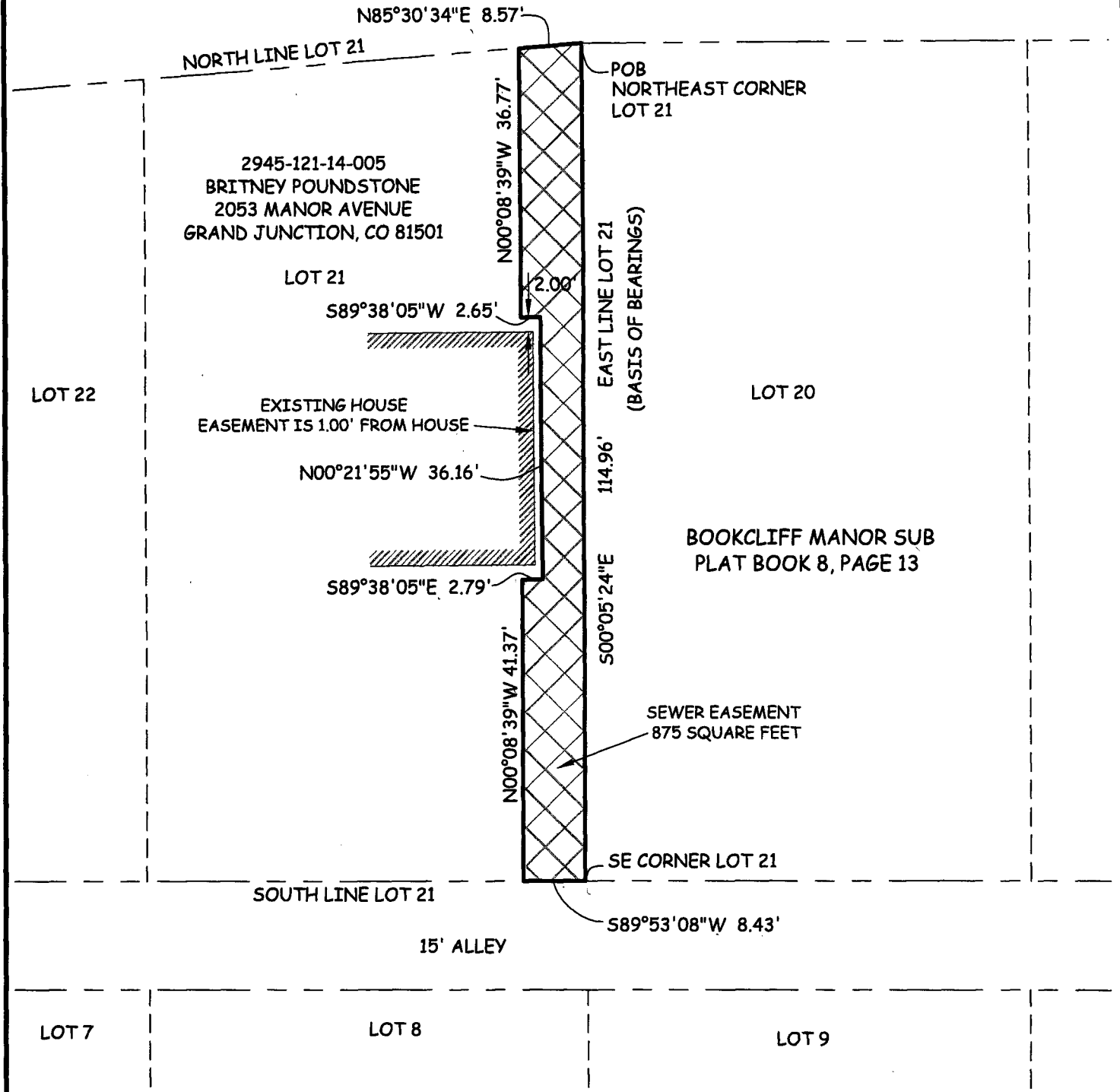
Witness my hand and official seal.



Kathy Valdez
Notary Public

EXHIBIT "A"

MANOR AVENUE
50.00' R.O.W.



Notice:
This drawing has been determined to be of sufficient clarity and legibility for recording purposes. It may bear the stamp "POOR QUALITY ORIGINAL DOCUMENT PROVIDED FOR REPRODUCTION" from the Mesa County Clerk and Recorder's Office. This stamp, if it appears hereon, is an indication of the inability of the Mesa County Clerk and Recorder's Office to create a scanned image that is of comparable quality to the original document.

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.

ABBREVIATIONS

POB POINT OF BEGINNING
ROW RIGHT OF WAY