

PET025TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SANITARY SEWER EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: PETRO-MARK CORP MONTROSE
INC.

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 725
SOUTH 5TH STREET

PARCEL NO.: 2945-232-06-002

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:

3 PAGE DOCUMENT

City of Grand Junction
 Real Estate Division
 250 North 5th Street
 Grand Junction, CO 81501

2075259 09/09/02 0403PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

PETRO-MARK MONTROSE, L.L.C., a Colorado Limited Liability Company (formerly known as PETRO-MARK CORP., MONTROSE, INC., a Colorado Corporation), 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 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 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:

Commencing at the Southeast Corner of Lot Two of D&RGW Railroad Subdivision Filing No. 4, situate in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 13 at Page 431 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to the recorded plat of said D&RGW Railroad Subdivision Filing No. 4;
 thence N 00°29'28" E along the East boundary line of said Lot Two a distance of 66.58 feet to the True Point of Beginning;
 thence leaving the East boundary line of said Lot Two, N 89°30'32" W a distance of 23.45 feet;
 thence parallel with the East boundary line of said Lot Two, N 00°29'28" E a distance of 8.28 feet;
 thence N 45°00'00" E a distance of 10.62 feet;
 thence parallel with the East boundary line of said Lot Two, N 00°29'28" E a distance of 93.46 feet;
 thence N 89°30'32" W a distance of 4.07 feet;
 thence parallel with the East boundary line of said Lot Two, N 00°29'28" E a distance of 10.00 feet;
 thence S 89°30'32" E a distance of 4.07 feet;
 thence parallel with the East boundary line of said Lot Two, N 00°29'28" E a distance of 49.88 feet to a point on the Northeasterly boundary line of said Lot Two;
 thence S 21°19'33" E along the Northeasterly boundary line of said Lot Two a distance of 26.91 feet;
 thence leaving the Northeasterly boundary line of said Lot Two and along a line which is parallel with the East boundary line of said Lot Two, S 00°29'28" W a distance of 132.66 feet;
 thence S 89°30'32" E a distance of 6.00 feet to a point on the East boundary line of said Lot Two;
 thence S 00°29'28" W along the East boundary line of said Lot Two a distance of 11.56 feet to the Point of Beginning, containing 1,767.0 square feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference,

TOGETHER WITH the following described Perpetual Easement for the installation, operation, maintenance, repair and replacement of electric and telecommunications facilities necessary for the prudent and proper operation and maintenance of said sanitary sewer facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Lot Two of said D&RGW Railroad Subdivision Filing No. 4;
 thence N 00°29'28" E along the East boundary line of said Lot Two a distance of 66.58 feet; thence leaving the East boundary line of said Lot Two, N 89°30'32" W a distance of 13.62 feet to the True Point of Beginning;
 thence S 10°48'37" E a distance of 16.95 feet;
 thence S 00°39'02" E a distance of 50.15 feet to a point on the South boundary line of said Lot Two;
 thence S 89°23'15" W along the South boundary line of said Lot Two a distance of 126.00 feet;
 thence leaving the South boundary line of said Lot Two, N 00°39'02" W a distance of 10.00 feet;
 thence N 89°20'58" E a distance of 3.00 feet;
 thence S 00°39'02" E a distance of 8.03 feet;
 thence N 89°20'58" E a distance of 121.00 feet;
 thence N 00°39'02" W a distance of 30.91 feet;
 thence N 10°48'37" W a distance of 34.51 feet;
 thence S 89°30'32" E a distance of 5.10 feet to the Point of Beginning, containing 485.0 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 Easements, 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 these Easements 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 areas 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 areas.

2. Grantee agrees that Grantee's utilization of the Easements and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques.

3. Grantor agrees, for itself and for its successors and assigns, that there is adequate consideration for the conveyance of the above-described Perpetual Easements and each and every term and provision contained herein.

4. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant these Easements; 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 3rd day of August^{21st} Sept, 2002.

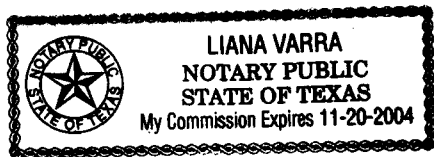
PETRO-MARK MONTROSE, L.L.C., a Colorado Limited Liability Company (formerly known as PETRO-MARK CORP., MONTROSE, INC., a Colorado Corporation)

By Vicki Byrnes
Vicki Byrnes, Vice President

State of TEXAS)
)ss.
County of Hood)

The foregoing instrument was acknowledged before me this 3rd day of September, 2002, by Vicki Byrnes as Vice President of PETRO-MARK MONTROSE, L.L.C., a Colorado Limited Liability Company (formerly known as PETRO-MARK CORP., MONTROSE, INC., a Colorado Corporation).

My commission expires: 11-20-04
Witness my hand and official seal.



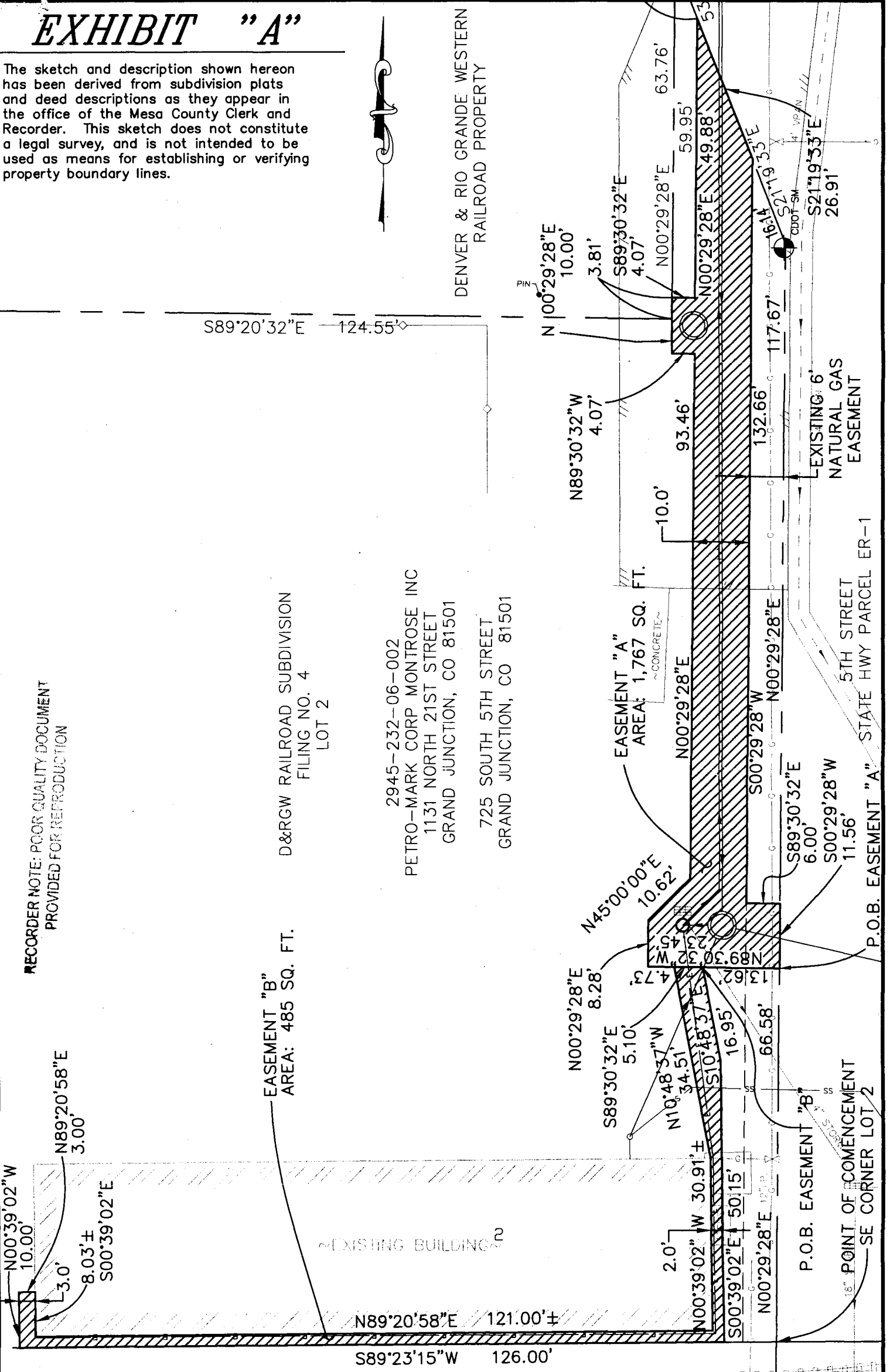
Liana Varra
Notary Public

EXHIBIT "A"

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 means for establishing or verifying property boundary lines.



DENVER & RIO GRANDE WESTERN RAILROAD PROPERTY



RECORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REPRODUCTION

EASEMENT "B"
AREA: 485 SQ. FT.
D&RGW RAILROAD SUBDIVISION
FILING NO. 4
LOT 2

2945-232-06-002
PETRO-MARK CORP MONTROSE INC
1131 NORTH 21ST STREET
GRAND JUNCTION, CO 81501
725 SOUTH 5TH STREET
GRAND JUNCTION, CO 81501

EASEMENT "A"
AREA: 1,767 SQ. FT.
~CONCRETE~

P.O.B. EASEMENT "B"
P.O.B. EASEMENT "A"
STATE HWY PARCEL ER-1

DRAWN BY: JAH/JCS
DATE: 6-18-2002
SCALE: 1" = 20'
APPR. BY: JW
FILE NO. EASE-EX.DWG

5th STREET VIADUCT SEWER LINE
RIGHT-OF-WAY DESCRIPTION MAP

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION