

RAL07YOU

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (SANITARY SEWER)
NAME OF PROPERTY OWNER OR GRANTOR:	PATRICK A. AND CHRISY M. RALSTON
PURPOSE:	GALLEY LANE SEWER DISTRICT
ADDRESS:	652 YOUNG STREET
TAX PARCEL NO.:	2945-031-01-006
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:

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

RECEPTION #: 2413606, BK 4559 PG 925 11/27/2007 at
04:18:28 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Rich, Mesa County, CO CLERK AND RECORDER

GRANT OF SANITARY SEWER EASEMENT

Patrick A. Ralston and Chrisy M. Ralston, joint tenancy, Grantors, whose address is 652 Young Street, Grand Junction, CO 81505, 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, have granted and conveyed, and by these presents do 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 lying in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 3, 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 Southwest corner of Lot 6, Linda Subdivision, recorded in Plat Book 8, Page 66 of the Mesa County, Colorado public records and assuming the South line of said Lot 6, to bear N89°59'11"W with all bearings contained herein relative thereto; thence N00°01'13"E along the West line of said Lot 6 a distance of 78.78 feet to the Point of Beginning; thence continuing N00°01'13"E along the West line of said Lot 6, a distance of 23.20 feet; thence S59°32'11"E a distance of 201.22 feet to a point on the South line of said Lot 6; thence N89°59'11"W along the South line of said Lot 6 a distance of 39.46 feet; thence N59°32'11"W a distance of 155.45 feet to the Point of Beginning.

Said parcel contains 3567 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. Grantors reserve 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 Grantors hereby covenant 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 Grantors 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 Grantors. Grantee shall not install any permanent improvements that rise above the existing grade or are otherwise inconsistent with Grantors' use of the surface. 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. Grantors hereby covenant with Grantee they have good title to the described Property.

4. Grantee shall indemnify Grantors against and hold them harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or

incurred by Grantors 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 are not constructed or are abandoned, Grantors shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 29 day of August, 2007.

Patrick A. Ralston
Patrick A. Ralston

Chrisy M. Ralston
Chrisy M. Ralston

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 29 day of AUGUST, 2007 by Patrick A. Ralston and Chrisy M. Ralston, as joint tenants.

My commission expires: 10/09/2007

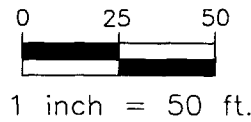
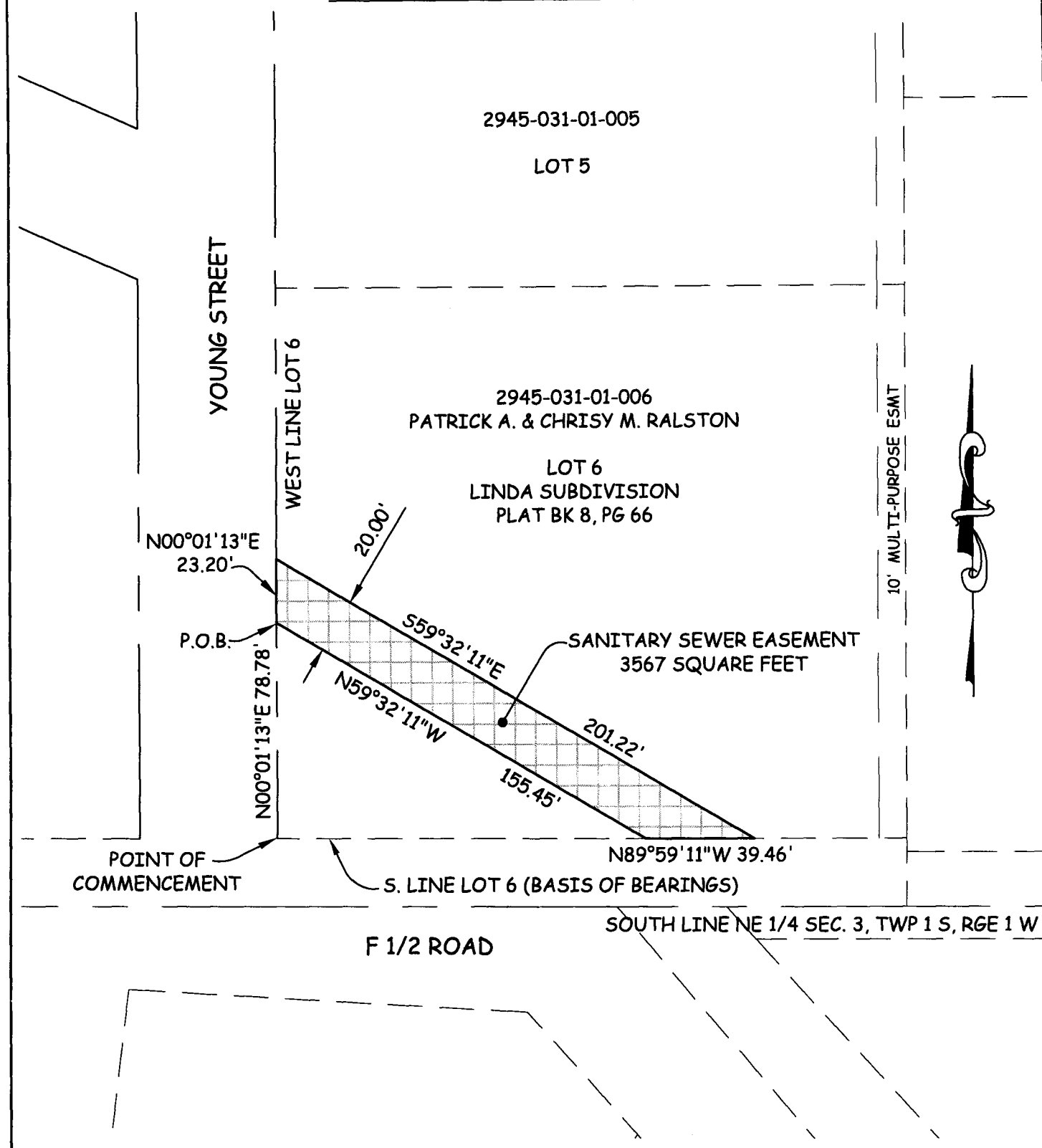
Witness my hand and official seal.



My Commission Expires 10/09/2007

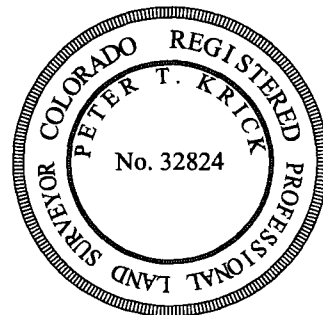
Michael Grizenko
Notary Public

EXHIBIT "A"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
BK	BOOK
PG	PAGE



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: 6-29-07
 SCALE: 1" = 50'
 APPR. BY: PTK

**GALLEY LANE SEWER DISTRICT
 SANITARY SEWER EASEMENT**

**RALSTON (2945-031-01-006) TO
 THE CITY OF GRAND JUNCTION**

