RECEPTION #: 2630524, BK 5377 PG 372 10/23/2012 at 12:53:43 PM, 1 OF 3, R \$20.00 S \$1.00 EXEMPT Sheila Reiner, Mesa County, CO CLERK AND RECORDER

GRANT OF SANITARY SEWER EASEMENT

Storage Storage, LLC, a Colorado limited liability company, Grantor, whose address is 824 26 Road, Grand Junction, Colorado, 81506, 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 Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenant facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Two parcels of land situate in the northeast 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

PARCEL A

Commencing at the northeast corner of said Section 36, being a found Mesa County Survey Marker, the basis of bearing being N89°53'09"W to the north 1/4 corner of said Section 36, also being a found Mesa County Survey Marker; thence S62°18'46"W a distance of 1014.13 feet to the Point of Beginning of Parcel A; thence N89°53'09"W a distance of 96.14 feet; thence S47°07'15"W a distance of 170.21 feet; thence S43°29'40"E a distance of 2.85 feet to the northerly line of a existing 15 foot sanitary sewer easement recorded in Book 1911 at Page 278 of the Mesa County records; thence N46°23'20"E along said northerly line a distance of 163.68 feet; thence continuing along said northerly line S89°53'09"E a distance of 126.16 feet; thence N00°05'46"E a distance of 5.00 feet to the Point of Beginning. Said parcel contains 919 square feet more or less.

PARCEL B

Commencing at the hereinabove described Point of Beginning of Parcel A; thence S00°05'46"W a distance of 20.00 feet to the southerly line of said existing 15 foot easement; thence N89°53'09"W along said southerly line a distance of 114.05 feet to the Point of Beginning of Parcel B; thence S47°07'15"W a distance of 162.12 feet; thence N43°29'40"W a distance of 2.15 feet to the said southerly line of an existing 15 foot easement; thence N46°23'20"E along said southerly line a distance of 6.10 feet to the Point of Beginning.

Said parcel contains 507 square feet more or less.

The combined easements contain 1,426 square feet or 0.033 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 to enter upon said premises with 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 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.

SHEET 1 OF 3

The foregoing description was prepared by Steve Hagedorn, PLS 118 Ouray Ave, GJ, Co 81501

2. Grantor hereby covenants with Grantee it has good title to the herein described 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 19 day of ______ day of ______ 2012.

Storage Storage, LLC a Colorado limited liability company

By: Gary D. DeRush, Manager

State of Colorado))ss. County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of ______, 2012, by Gary D. DeRush, Manager for Storage Storage, LLC, a Colorado limited liability company.

My commission expires 04/07/2014.

Witness my hand and official seal.

Mary E. Saks Notary (Public



SHEET 2 OF 3

