

GRANT OF SANITARY SEWER EASEMENT

Cuesta Verde, LLC, Grantor, whose address is 775 26 Road, Grand Junction, CO, 81506, who is the owner of the following described real property in Mesa County, Colorado:

ALL of that certain parcel of land lying in the NE 1/4 NE 1/4 of Section 3, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and described in that certain Warranty Deed recorded in Book 4145, Page 473, Public Records of Mesa County, Colorado

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 do hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, for the use and benefit of the Persigo 201 Sewer System, a perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A certain 20.00 foot wide Sanitary Sewer Easement lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 3, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 3 and assuming the East line of the NE 1/4 NE 1/4 of said Section 3 bears S 00°04'37" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°04'37" W, along said East line, a distance of 24.03 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 82°12'58" W, a distance of 36.79 feet; thence N 89°13'16" W, a distance of 423.29 feet; thence N 10°41'06" W, a distance of 328.51 feet; thence N 79°18'54" E, a distance of 20.00 feet; thence S 10°41'06" E, a distance of 312.16 feet; thence S 89°13'16" E, a distance of 405.44 feet; thence N 82°12'58" E, a distance of 38.00 feet to a point on the East line of the NE 1/4 NE 1/4 of said Section 3; thence S 00°04'37" E, along said East line, a distance of 20.18 feet, more or less, to the Point of Beginning.

Said easement contains 15,442 Square Feet or 0.35 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.

The interest conveyed is an easement for the 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. Grantor will not install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other ground cover. In the event such obstacles are installed in the Easement, the City has the right to require the Grantor to remove such obstacles from the Easement at Grantor's cost. If Grantor does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Grantor the City's costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage to the obstacles or any other property to which they are attached.

SHEET 1 OF 3

The Easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors or any of its successors in title or interest, and the public for sanitary sewer and related facilities purposes.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor 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 14th day of November, 2017, by Larry D. Tice, Member/Manager of Cuesta Verde, LLC

Owner:




Larry D. Tice, Member/Manager of Cuesta Verde, LLC.

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 14th day of November, 2017, by Larry D. Tice, Member/Manager of Cuesta Verde, LLC.

My commission expires Jan 13, 2019.
Witness my hand and official seal.



Notary Public

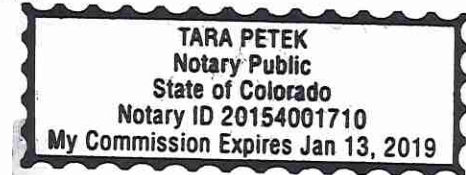


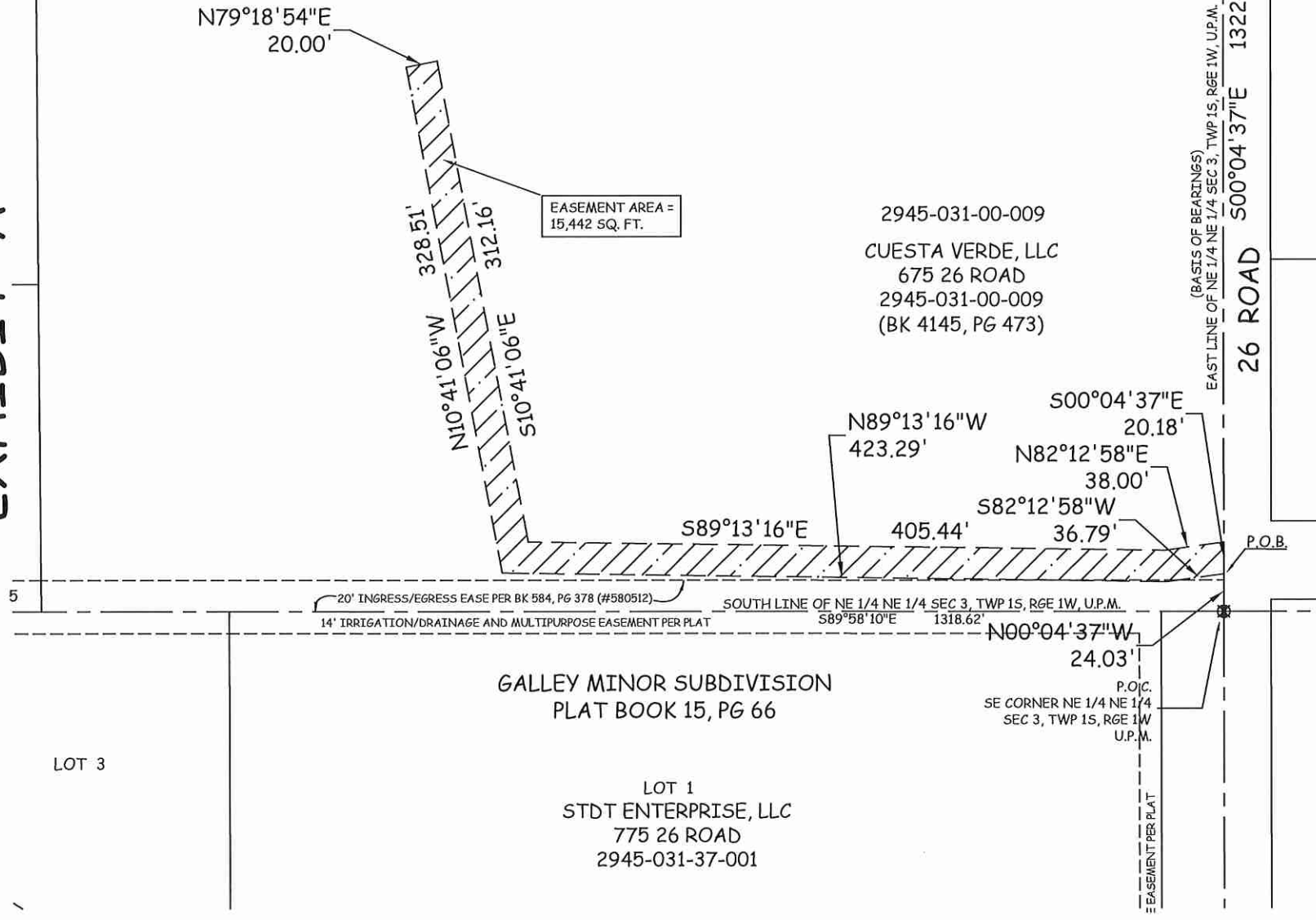
EXHIBIT "A"

CINDY J. STANFIELD
685-1/2 26 ROAD
2945-031-00-011
(BK 1164, PG 843)

WALKER'S SUBDIVISION
(PB 12 PG 327)

LOT 1
JAN B. DRAZEK
685-1/4 26 ROAD
2945-031-10-003
(BK 2389, PG 938)

LOT 2

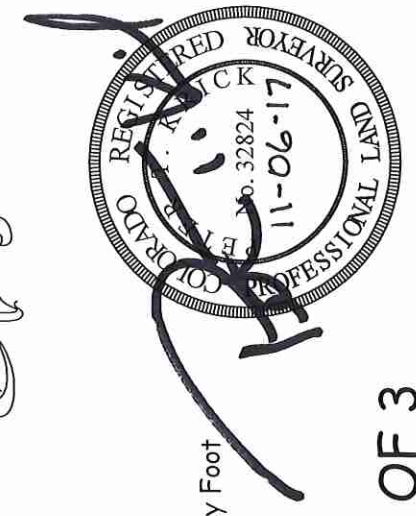


ABBREVIATIONS

- 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



Lineal Units = U.S. Survey Foot



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.

SHEET 3 OF 3



20' SANITARY SEWER EASEMENT
CUESTA VERDE, LLC
TO
CITY OF GRAND JUNCTION

DRAWN BY: P.T.K.
DATE: 11/03/2017
SCALE: 1" = 100'
APPR. BY: M.G.