

GRANT OF SANITARY SEWER EASEMENT

Raedene Schmidt Basinger, whose address is 679 25 Road, Grand Junction, CO 81505, 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 4, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and described in that certain Personal Representatives Deed recorded in Book 1357, Page 699, 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 parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 4, 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 Southwest corner of Lot 9, Copper Creek North Filing 1, as same is recorded with Reception No. 2780770, Public Records of Mesa County, Colorado and assuming the South line of said Copper Creek North Filing 1 bears N 89°58'54" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°58'54" W, along the South line of said Copper Creek North Filing 1, a distance of 2.61 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°01'56" W, a distance of 111.05 feet; thence N 89°58'54" W, a distance of 20.00 feet; thence N 00°01'56" E, a distance of 111.05 feet, more or less, to a point on the South line of said Copper Creek North Filing 1; thence S 89°58'54" E, along the South line of said Copper Creek North Filing 1, a distance of 20.00 feet, more or less, to the Point of Beginning.

Said easement contains 2,221 Square Feet or 0.050 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 6 day of November, 2017, by Raedene Schmidt Basinger.

Owner:

Raedene Schmidt Basinger
Raedene Schmidt Basinger

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6th day of November, 2017, by Raedene Schmidt Basinger.

My commission expires 4-5-2021.
Witness my hand and official seal.

Therese Luellen
Notary Public

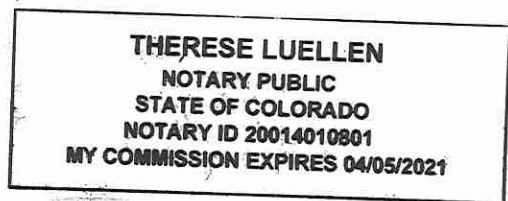
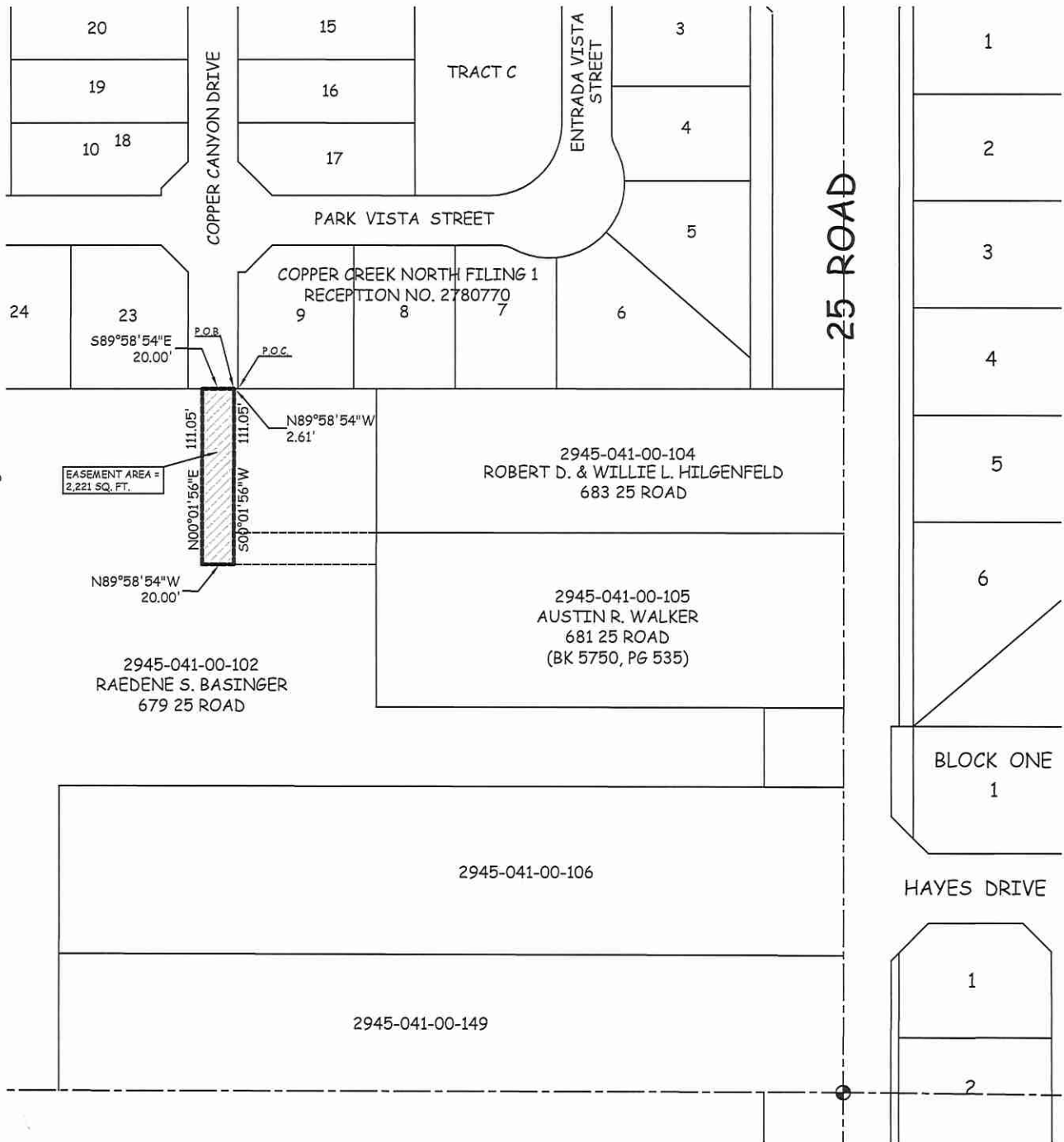
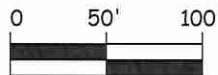


EXHIBIT "A"



ABBREVIATIONS

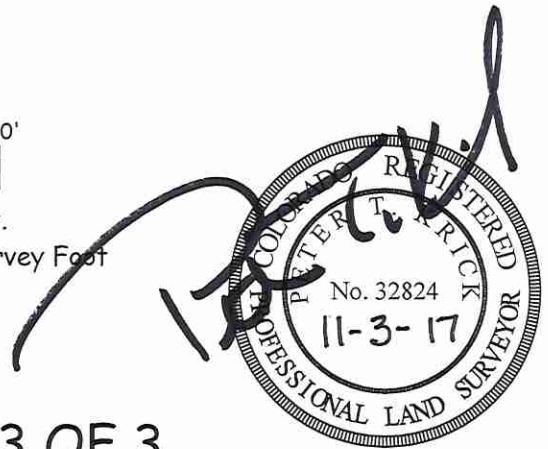
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN



1 inch = 100 ft.

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

NICADD/PETERK/BASINGER SEWER EASEMENT

DRAWN BY: P.T.K.
 DATE: 10-30-2017
 SCALE: 1" = 100'
 APPR. BY: M.G.

20' UTILITY EASEMENT
 BASINGER TO
 CITY OF GRAND JUNCTION

