

CFS88285

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED [QUIT CLAIM]

NAME OF AGENCY OR CONTRACTOR: C AND F STORES, INCORPORATED
BY FRANK CHILDS, PRESIDENT AND KATHLEEN L. BUSKING,
SECRETARY

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 28 1/2 ROAD
C AND F FOOD STORE LOCATED AT 2847 NORTH AVENUE, AGREEMENT
OF RIGHT-OF-WAY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1988

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

QUIT CLAIM DEED

1499773
1499773 DOC EXEMPT 03:51 PM
OCT 28, 1988 E.SAWYER, CLK&REC MESA CTY, CO
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C & F Food Stores, Inc.,
a Colorado corporation
whose address is 1649 Main Street, Grand Junction,
County of Mesa, and State of
Colorado, for the consideration of

Ten and no/100 Dollars, in hand paid,
together with other good and valuable consideration,
hereby sell(s) and quit claim(s) to
The City of Grand Junction, a municipal corporation
whose address is City of Grand Junction

County of Mesa, and State of Colorado, the following real
property, in the County of Mesa, and State of Colorado, to wit:

A Tract or Parcel of land situated in the NE 1/4, NE 1/4 of Section 18,
Township 1 South, Range 1 East, of the Ute Meridian, whose East line is
assumed to bear S 00°11'30" E and all bearings contained herein to be
relative thereto, and being more particularly described as follows:

Commencing at the N 1/4 of said Section 18; thence S 00°11'30" E 40.00
feet; thence S 89°49'20" W 17.00 feet to the True Point of Beginning;
thence S 00°11'30" E 152.83 feet; thence S 89°42'32" W 8.00 feet;
thence N 00°11'30" W 137.85 feet; thence N 45°10'49" W 21.22 feet;
thence N 89°49'20" E 23.00 feet to the True Point of Beginning, Mesa
County, Colorado. Said Tract or Parcel contains 0.03 acres more or
less.

also known as street and number
with all its appurtenances

Signed this 21st day of October, 19 88

C & F Food Stores, Inc.,
a Colorado corporation

By: Frank Childs
Frank Childs, President

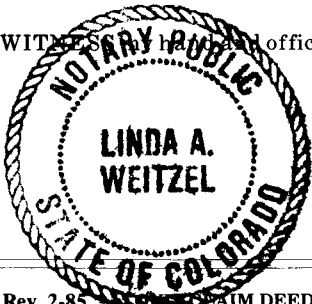
Kathleen L. Busking
Kathleen L. Busking, Secretary

STATE OF COLORADO,

County of Mesa } ss.

The foregoing instrument was acknowledged before me this 21st day of October
19 88, by Frank Childs, President and Kathleen L. Busking, Secretary of C & F
My commission expires _____ Food Stores, Inc., a Colorado corporation.

WITNESSED by my official seal.



Notary Public



AGREEMENT

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Agreement entered into on this 26th day of October, 1988, between the City of Grand Junction, State of Colorado, a municipal corporation, herein referred to as "City" and C & F Food Stores, Inc., a Colorado corporation, herein referred to as "C & F".

a. C & F is in the process of developing a tract of land located at 2847 North Avenue, City of Grand Junction, County of Mesa, State of Colorado. C & F intends to remodel the existing building, install gasoline storage tanks and install a pump island on the property.

b. C & F desires that City issue a building permit to C & F so that C & F can commence remodeling the existing building, burying the gasoline storage tanks and constructing the pump island.

c. City desires the installation of certain landscaping and a concrete sidewalk on the property. City also desires that C & F convey to the City a certain parcel of land located on the eastern portion of C & F's property for right-of-way purposes.

d. City, under certain conditions and stipulations is agreeable to issue the building permit to C & F.

In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. C & F, at its own expense, will construct a 6 foot concrete sidewalk along the North Avenue side of 2847 North Avenue, City of Grand Junction.

2. City understands that there are mill tailings on or under the site that has been designated for the construction of the 6 foot wide concrete sidewalk. Therefore, C & F agrees that it will construct the sidewalk within 60 days after the Department of Energy removes the uranium mill tailings; or, if the Department of Energy decides not to remove the uranium mill tailings, C & F will complete construction of the sidewalk by June 1, 1989, whichever is later.

3. C & F agrees to install approximately 1500 square feet of landscaping per the attached plot plan. The landscaping designated on area A of the plot plan shall be completed by June 1, 1989. The landscaping designated in area B on the plot plan shall be completed within 60 days after the uranium mill tailings removal; or, by June 1, 1989, if the Department of Energy decides not to remove the uranium mill tailings, whichever is later. C & F agrees to submit within 30 days for city approval, a detailed landscaping plan prepared by a professional landscaper.

4. C & F agrees to convey, for right-of-way purposes, a certain parcel of property legally described as follows:

See attached Exhibit "A".

C & F agrees to convey the above-described parcel immediately after the execution of this agreement.

5. Immediately after the execution of this agreement and the delivery by C & F of the deed referenced above, City agrees to issue a building permit to C & F for the building remodel, gasoline storage tank installation and pump island installation.

The plot plan attached as exhibit B to this agreement is acceptable to the City and the building permit shall be issued in accord therewith.

6. This agreement constitutes the entire agreement between the parties hereto. The agreement shall not be altered or amended except by agreement in writing, executed by the parties hereto.

7. Time is of the essence of this contract. Such contract shall be binding upon and inure to the benefit of the heirs, personal representatives successors and assigns of the parties.

In witness whereof, the parties have executed this agreement at Grand Junction, Colorado the day and year first above written.

CITY OF GRAND JUNCTION,
a municipal corporation

By: *Paul M. Meyer*

ATTEST:
MAY 10 1970
By: *Neva B. Lockhart, CMC*
City Clerk

C & F FOOD STORES, INC.,
a Colorado corporation

By: *Frank Childs*
Frank Childs, President

ATTEST:
By: *Kathleen Busking*
Kathleen Busking, Secretary