

APC07RAN

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD: NAME OF PROPERTY	EASEMENT (STORM SEWER)
OWNER OR GRANTOR:	AP CONSOLIDATED THEATRES LIMITED PARTNERSHIP
PURPOSE:	RANCHMANS DITCH DIVERSION STORM SEWER EASEMENT
ADDRESS:	590 24 ½ ROAD
PARCEL #:	2945-091-13-002
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 #: 2370897, BK 4382 PG 794 03/26/2007 at
11:25:03 AM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Rich, Mesa County, CO CLERK AND RECORDER

GRANT OF STORM SEWER EASEMENT

AP Consolidated Theatres Limited Partnership, a Texas limited partnership, Grantor, whose address is 12770 Coit Rd, Dallas TX, 75251, for and in consideration of the sum of Fifty-Eight Thousand Three Hundred Ninety-Five and 00/100 Dollars (\$58,395.00) the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, 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 ("Easement") for the installation, operation, maintenance, repair and replacement of stormwater and irrigation pipeline and stormwater drainage facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual storm sewer easement located in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 9, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Commencing at the Northwest corner of Lot 2, Jacobs Commercial Subdivision, recorded in Plat Book 12, Page 453 of the Mesa County, Colorado public records and assuming the Northerly line of said Lot 2 bears N89°50'54"E with all bearings contained herein relative thereto; thence N89°50'54"E along the Northerly line of said Lot 2, a distance of 9.00 feet; thence S00°03'25"W along a line being 9.00 feet East of and parallel with the West line of said Lot 2 a distance of 20.00 feet to a point on the South line of an existing 20.00 foot utility easement as shown on the plat of said Jacobs Commercial Subdivision and being the Point of Beginning; thence N89°50'54"E along the South line of said 20.00 foot utility easement a distance of 287.19; thence S45°00'00"W a distance of 68.65 feet; thence S89°50'54"W a distance of 258.72 feet to a point on the East line of an existing 10.00 foot utility easement as shown on the plat of said Jacobs Commercial Subdivision; thence N00°03'25"E along the East line of said 10.00 foot utility easement a distance of 28.44 feet to the Point of Beginning.

Said parcel contains 7,759.00 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 construction and repair machinery, subject to the terms and conditions contained herein.

1. Grantor shall have 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 interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement area 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 area; provided however, Grantee agrees Grantor shall be allowed to construct pavement improvements on, along, over, under, through and across the Easement.

2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said storm water drainage facilities shall be performed with due care using commonly accepted standards and techniques.

3. Grantor hereby covenants with Grantee it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; 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 19th day of March, 2007.

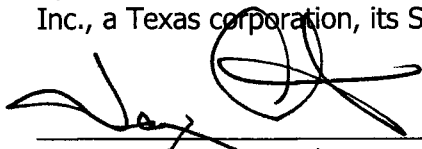
Grantor:
AP Consolidated Theatres Limited Partnership,
a Texas Limited Partnership

By: AP Consolidated Theatres Management,
Inc., a Texas corporation, its Sole General Partner

Attest:



Resa Gilmore, Secretary



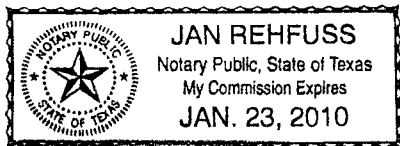
R. Jay Anthony, President


State of Texas)
)ss.
City and County of Dallas)

The foregoing instrument was acknowledged before me this 19th day of March, 2007 by R. Jay Anthony as President and attested to by Resa Gilmore as Secretary of AP Consolidated Theatres Management, Inc., a Texas corporation as Sole General Partner of AP Consolidated Theatres Limited Partnership, a Texas limited partnership.

My commission expires _____.

Witness my hand and official seal.

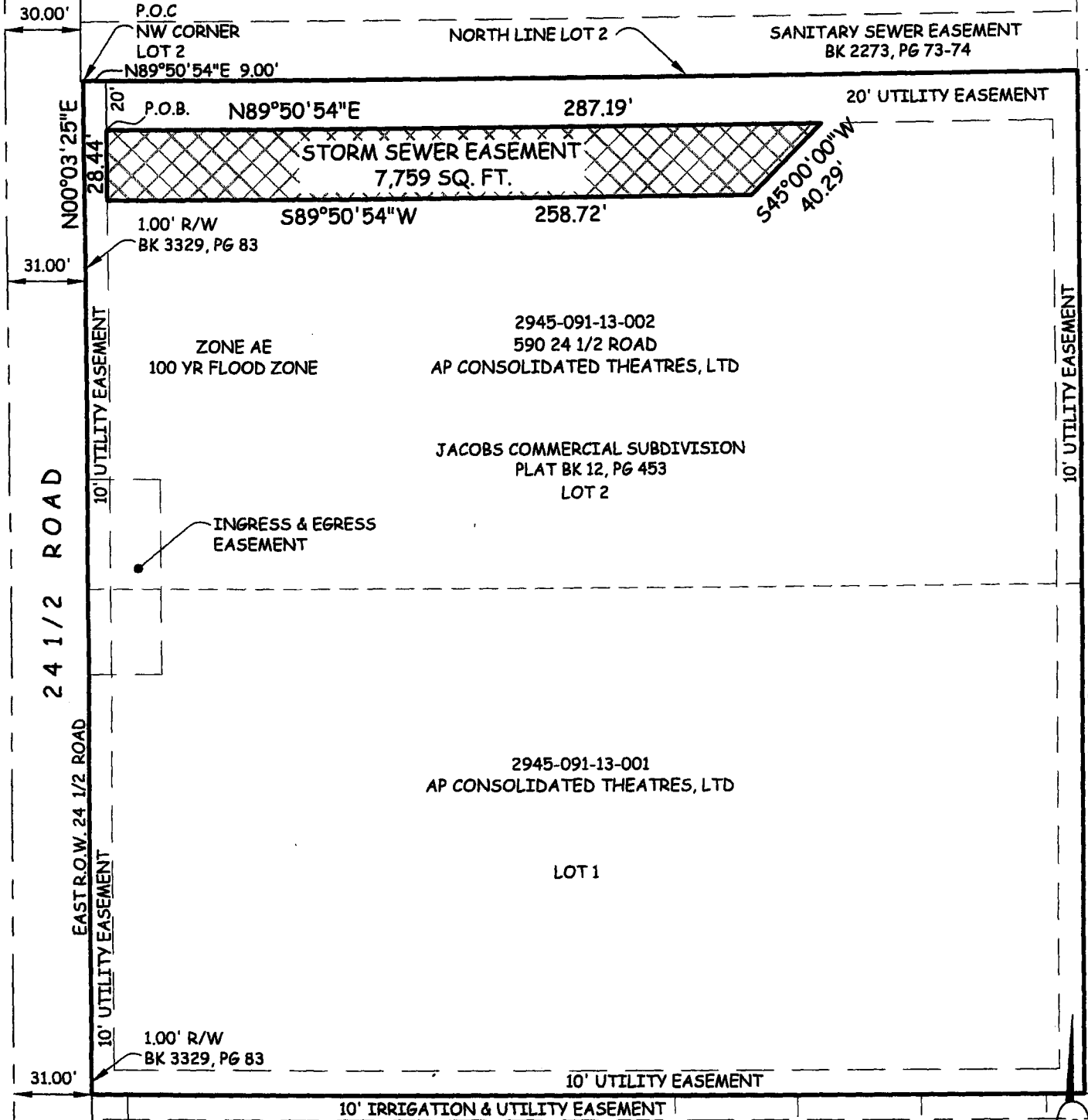




Notary Public

EXHIBIT "A"

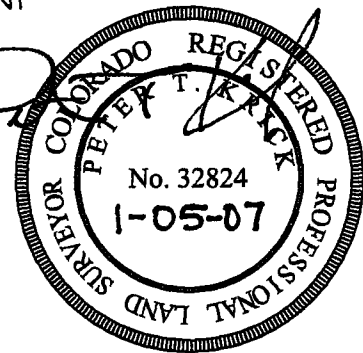
SB ADVISORS, INC.
2451 F ROAD
2945-091-00-118



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- NO. NUMBER
- SQ. FT. SQUARE FEET
- PB PLAT BOOK
- 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: T.L.P.
DATE: 1-05-07
SCALE: 1" = 60'
APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
STORM SEWER EASEMENT**
AP CONSOLIDATED THEATERS
(2945-091-13-002)

CITY OF
Grand Junction
COLORADO