

BAK0325R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF CONTRACTOR: AIG BAKER GRAND JUNCTION LLC

SUBJECT/PROJECT: PUBLIC UTILITIES EASEMENT

ADDRESS: 565 25 ROAD - KENWOOD GROVE  
CONDOMINIUMS - LOT 1 OF GRAND MESA CENTER

PARCEL#: 2945-091-18-003  
2945-091-18-004  
2945-091-18-005  
2945-091-18-006  
2945-091-18-007  
2945-091-18-008  
2945-091-18-009  
2945-091-18-010  
2945-091-18-011  
2945-091-18-012

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

WHEN RECORDED RETURN TO:

City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

3 PAGE DOCUMENT

Book 3428 PAGE 842

2136648 07/24/03 0254PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$15.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

**GRANT OF PUBLIC UTILITIES EASEMENT**

AIG BAKER GRAND JUNCTION, L.L.C., a Delaware limited liability company, Grantor, for the consideration of Ten and 00/100 Dollars (\$10.00), 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 ten (10.0) foot wide Perpetual Public Utilities Easement for the installation, operation, maintenance, repair and replacement of public utilities and appurtenances related thereto, as authorized by Grantee, including, but not limited to, electric lines, telecommunications lines, natural gas pipelines, sanitary sewer lines, storm sewers and water lines, together with the right of ingress for workers and equipment, on, along, over, under, through and across a portion of Lot 1 of Grand Mesa Center, a subdivision situate in Section 9, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded the 14<sup>th</sup> day of August, 2001, in Plat Book 18 at Pages 217 through 219, Reception No. 2010354, in the office of the Mesa County Clerk and Recorder, the sidelines of said easement being parallel with and 10.0 feet on each side of the following described centerline, to wit:

Beginning at a point on the Southerly line of an existing 10.0 foot wide Utility Easement as shown and dedicated with the recorded plat of said Grand Mesa Center, whence the Southeast corner of said Lot 1 bears S 09°47'58" E a distance of 332.38 feet, with all bearings contained herein being relative to the recorded plat of said Grand Mesa Center; thence S 00°07'45" E a distance of 101.90 feet to the Northerly line of an existing 10.0 foot wide Utility Easement as shown and dedicated with the recorded plat of said Grand Mesa Center, said point being the Point of Termination of said centerline, whence the Southeast corner of said Lot 1 bears S 14°01'13" E a distance of 232.56 feet, the sidelines of said easement shall be shortened or extended to intersect with and terminate at the sidelines of said existing Utility Easements, containing 1,019 square feet, more or less, as described herein and depicted on the attached **Easement Exhibit**.

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, the said Grantor hereby covenanting with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the public utilities situated therein or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantor hereby further covenanting with Grantee that it has good title to the aforescribed 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 23<sup>rd</sup> day of July, 2003.

AIG BAKER GRAND JUNCTION, L.L.C.,  
a Delaware limited liability company

By: AIG Baker Shopping Center Properties, L.L.C.,  
a Delaware limited liability company,  
its sole member

By: [Signature]  
W. Ernest Moss,  
Executive Vice President

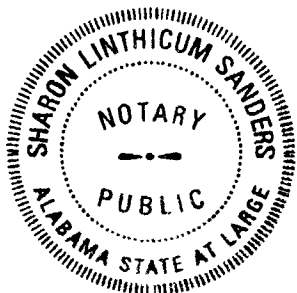
State of Alabama )  
County of Shelby )ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2003, by W. Ernest Moss, Executive Vice President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, the sole member of AIG Baker Grand Junction, L.L.C., a Delaware limited liability company.

My commission expires: 4-11-07

Witness my hand and official seal.

Sharon Linticum Sanders  
Notary Public



# EASEMENT EXHIBIT



1" = 50'

N90°00'00"W  
13.79'

S89°56'39"W  
89.88'

FOUND #5 REBAR/CAP  
"DH SURVEYS PLS 20677"

**KENWOOD GROVE  
CONDOMINIUMS  
REC #1878326**

DRAINAGE EASEMENT

S00°05'35"E 199.35'

S89°52'15"W  
19.19'

FOUND #5 REBAR/CAP  
"DH SURVEYS PLS 24306"

## LOT 1

20' SANITARY SEWER EASEMENT

TIE: S89°56'15"E 332.30'

TIE: S89°41'58"E 332.30'

10' UTILITY EASEMENT

S00°07'45"E 263.59'

S89°52'15"W 275.06'

30' INGRESS/EGRESS/UTILITY EASEMENT

S89°52'15"W 263.48'

N00°07'45"W  
2.50'

26.33'

SE CORNER  
LOT 1