

CFF0625R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	C & F FOOD STORE, INC.
PURPOSE:	A STORM SEWER EASEMENT FOR STORMWATER AND IRRIGATION PIPELINE AND STORMWATER DRAINAGE FACILITIES FOR RANCHMAN'S DITCH PROJECT
ADDRESS:	596 25 ROAD (AT PATTERSON ROAD)
PARCEL NO:	2945-102-00-120
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2006
EXPIRATION:	NONE
DESTRUCTION:	NONE

2306294 BK 4111 PG 321-324
03/13/2006 12:44 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$20.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF STORM SEWER EASEMENT

C & F Food Store, Inc., a Colorado Corporation, Grantor, for and in consideration of the sum of Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) 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 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 stormsewer easement located in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4 NW 1/4) of Section 10, Township 1 South, Range 1 West, of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

The North 12.00 feet of that certain parcel of land described in Book 3086, Pages 712 and 713 of the Mesa County, Colorado public records, coincident with the Southerly Right-of-Way of Patterson Road being 50.00 feet south of and parallel with the North line of said Section 10.

Said parcel contains 0.048 acres (2,100.00 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.

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 6th day of MARCH, 2006.

The foregoing legal description was prepared by T. Pollack, 250 North 5th Street, Grand Junction, Colorado 81501

C & F Food Store, Inc.,
a Colorado Corporation

By: Frank Childs
Frank Childs, President

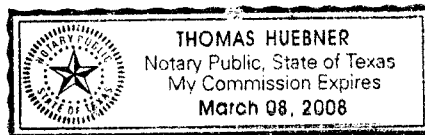
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6 day of March, 2006 by Frank Childs, President, C & F Food Store, Inc., a Colorado Corporation.

My commission expires _____.

Witness my hand and official seal.

Thomas Huebner
Notary Public



C & F Food Store, Inc.,
a Colorado Corporation

By: *Kathleen L. Busking*
Kathleen L. Busking, Secretary

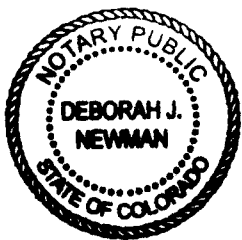
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this *9th* day of *March*, 2006 by Kathleen L. Busking, Secretary, C & F Food Store, Inc., a Colorado Corporation.

My commission expires _____.

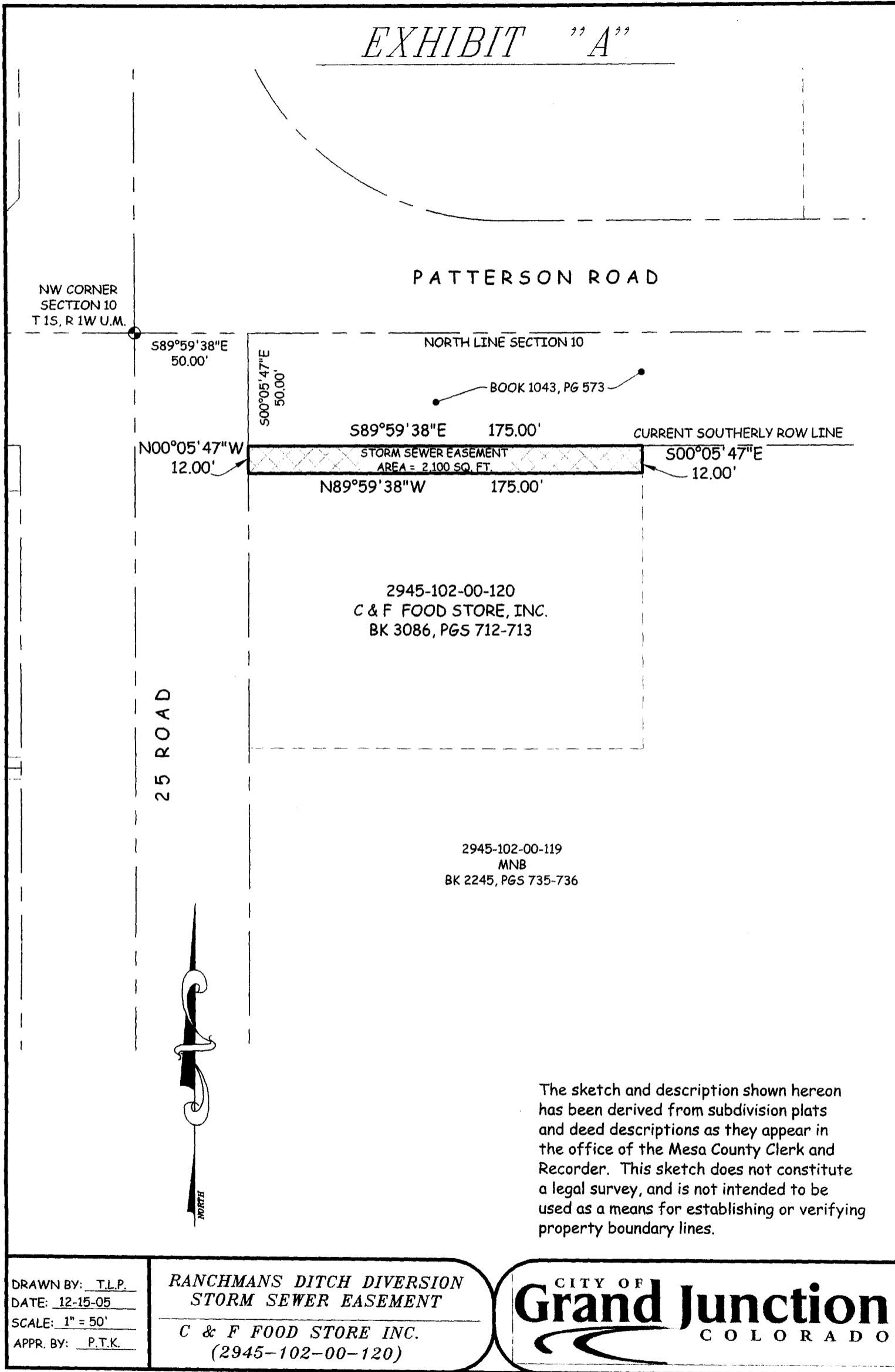
Witness my hand and official seal.

Deborah J. Newman
Notary Public



My Commission Expires 10/04/2009

EXHIBIT "A"



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: 12-15-05
SCALE: 1" = 50'
APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
STORM SEWER EASEMENT**

C & F FOOD STORE INC.
(2945-102-00-120)

CITY OF
Grand Junction
COLORADO