

CGC0725R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT STORM SEWER AND MULTI-PURPOSE EASEMENTS)
NAME OF PROPERTY OWNER OR GRANTOR:	CGS HOLDINGS, LLC. DBA C AND F FOOD STORE
PURPOSE:	RANCHMAN'S DITCH DIVERSION
ADDRESS:	599 25 ROAD
TAX PARCEL NO.:	2945-091-06-003
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

3 PAGE DOCUMENT

GRANT OF STORM SEWER EASEMENTS

CGC Holdings, LLC, a Colorado limited liability company, Grantor, whose address is 599 25 Road, Grand Junction, Colorado, 81505, for and in consideration of the sum of One Thousand Eighty-Five and 00/100 Dollars (\$1,085.00) 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 multi-purpose easement located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 9, 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 South 2.00 feet of Lot Three, recorded in Plat Book 11, Page 142 of the Mesa
Mc-
Col
Sol
recc
The North line of said South 2.00 feet being the
foot utility, drainage, and irrigation easement
ment Commercial Park.

Said
depic
e feet, more or less, as described herein and
hereto and incorporated herein by reference.

*need sep cover sheet
this + the one attached can stay together*

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 22 day of January, 200~~8~~⁷.

CGC Holdings, LLC
a Colorado limited liability company,

By: [Signature]
Gary Crone

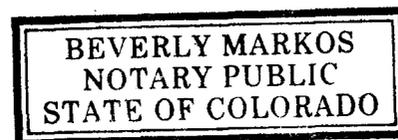
By: [Signature]
Christine Crone

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 22nd day of January, 200~~8~~⁷ by Gary Crone and Christine Crone, CGC Holdings, LLC, a Colorado limited liability company.

My commission expires 01/08/2011.

Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT "A"

PATTERSON ROAD

NE CORNER
SECTION 9
TWP. 1 S, RGE. 1 W.
UTE MERIDIAN

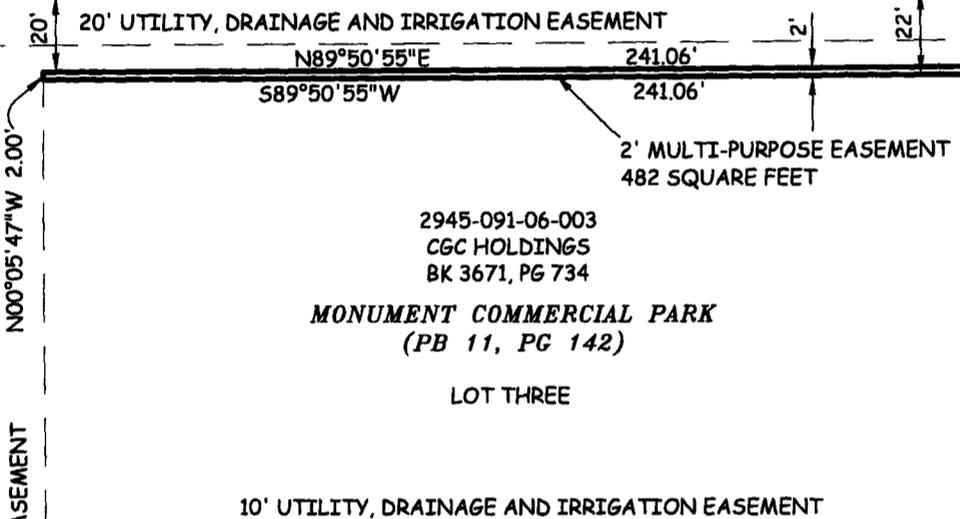
NORTH LINE SECTION 9, TWP. 1 S, RGE. 1 W, U.M.

50'

30'

9 10

33' G.V.I.C. R.O.W. BK 14, PG 466



15' UTILITY, DRAINAGE & IRRIGATION EASEMENT

25 ROAD

R/W BK 1043, PG 573

2945-091-06-001
CAPP PROPERTIES COMPANY

2945-091-06-002
CAPP PROPERTIES COMPANY

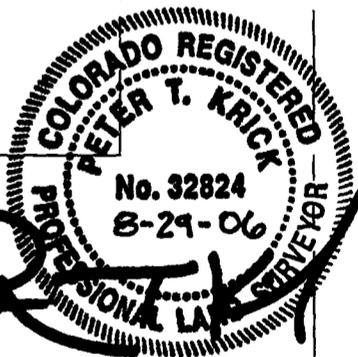
LOT ONE

LOT TWO

50.00'

50.00'

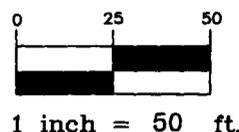
COMMERCE BLVD



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.

ABBREVIATIONS

- P.B. PLAT BOOK
- BK BOOK
- PG PAGE
- R.O.W. RIGHT OF WAY
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- G.V.I.C. GRAND VALLEY IRRIGATION COMPANY



DRAWN BY: T.L.P.
DATE: 8-26-06
SCALE: 1" = 50'
APPR. BY: P.T.K.

RANCHMANS DITCH DIVERSION
MULTI-PURPOSE EASEMENT

C & F FOOD STORE INC.
(2945-091-06-003)

CITY OF
Grand Junction
COLORADO

WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

RECEPTION #: 2368724 BK 4373 PG 862 03/12/2007 at
04:04:42 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc
Code: EASEMENT
Janice Rich Mesa County, CO CLERK AND RECORDER

GRANT OF MULTI-PURPOSE EASEMENT

Re-Recorded to correct Scrivener's error on
Grant of Storm Sewer Easement recorded in the
Office of the Mesa County Clerk and Recorder
January 31, 2007, Reception No. 2361710,
at Book 4344 Pages 971-973

CGC Holdings, LLC, a Colorado limited liability company, Grantor, whose address is 599 25 Road, Grand Junction, Colorado, 81505, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) 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 Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual multi-purpose easement located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 9, 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 South 2.00 feet of the North 22.00 feet of the East 241.06 feet of Lot Three, Monument Commercial Park as recorded in Plat Book 11, Page 142 of the Mesa County, Colorado public records. The North line of said South 2.00 feet being the South line of that certain 20.00 foot utility, drainage, and irrigation easement recorded on the plat of said Monument Commercial Park.

Said parcel contains 482.00 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 agrees that Grantee's utilization of the Easement and the rights herein conveyed 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 1st day of MARCH, 2007.

CGC Holdings, LLC
a Colorado limited liability company,

By: [Signature]
Gary Crone

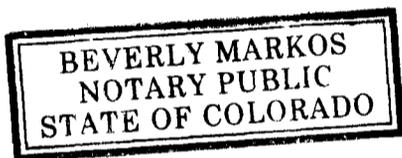
By: [Signature]
Christine Crone

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 1st day of March, 2007 by Gary Crone and Christine Crone, CGC Holdings, LLC, a Colorado limited liability company.

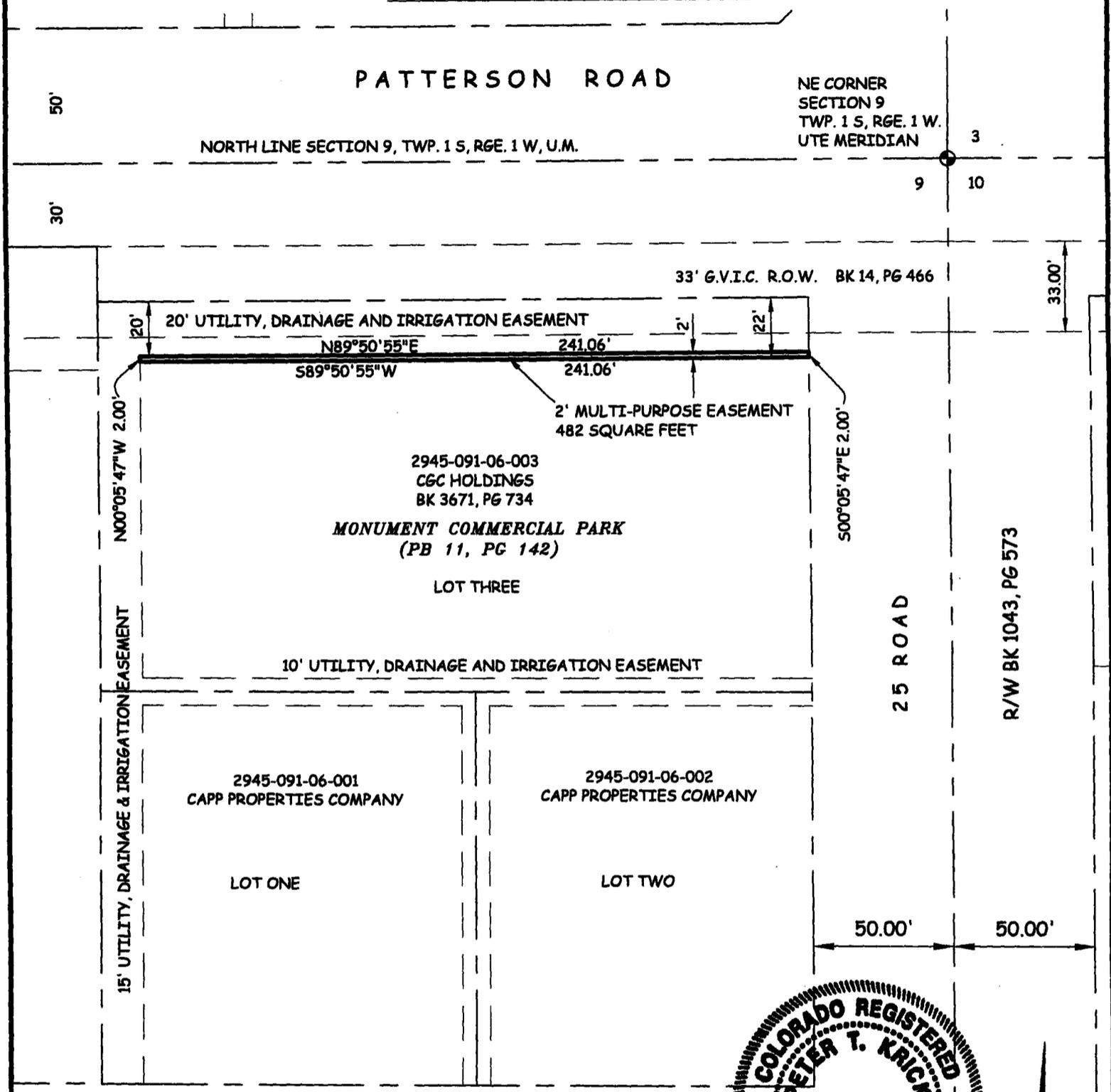
My commission expires 01/08/2011.

Witness my hand and official seal.



[Signature]
Notary Public

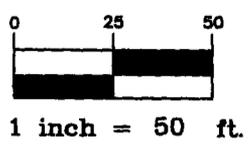
EXHIBIT "A"



COMMERCE BLVD

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.

- ABBREVIATIONS**
- P.B. PLAT BOOK
 - BK BOOK
 - PG PAGE
 - R.O.W. RIGHT OF WAY
 - TWP. TOWNSHIP
 - RGE. RANGE
 - U.M. UTE MERIDIAN
 - G.V.I.C. GRAND VALLEY IRRIGATION COMPANY



DRAWN BY: T.L.P.
 DATE: 8-26-06
 SCALE: 1" = 50'
 APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
 MULTI-PURPOSE EASEMENT**

C & F FOOD STORE INC.
 (2945-091-06-003)

