

DGS971ST

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: SURVEY, MAINTAIN, OPERATE, REPAIR, REPLACE, CONTROL AND USE SAID UTILITIES EASEMENT

NAME OF PROPERTY OWNER OR GRANTOR: DIL GRAND SUPERMARKET PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): NORTH FIRST STREET - ORCHARD AVENUE TO PATTERSON AVENUE

PARCEL NO.: 2945-101-00-126

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1997

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1819129 11/05/97 1107AM
MONIKA TODD CLR&REC MESA COUNTY Co
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

DIL GRAND SUPERMARKET PROPERTIES, a California general partnership, Grantor, for and in consideration of the sum of One Thousand Nine Hundred Ten and 44/100 Dollars (\$1,910.44), the receipt and sufficiency of which is hereby acknowledged, has sold, conveyed and granted and by these presents does hereby sell, convey and grant unto the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, for the use of Grantee and for the use of the Public Utilities, a Perpetual Utilities Easement on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the East 1/4 corner of said Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the South line of the Southeast 1/4 of the Northeast 1/4 (SE1/4 NE1/4) of said Section 10 to bear N 89°16'00" W with all bearings contained herein being relative thereto; thence N 89°16'00" W along the South line of the SE1/4 NE1/4 of said Section 10 a distance of 386.40 feet; thence leaving the South line of said SE1/4 NE1/4, N 00°35'00" E a distance of 50.00 feet to a point on the North right-of-way line for Orchard Avenue as described in that certain Quit Claim Deed recorded in Book 1160 at Page 310 of the records of the office of the Mesa County Clerk and Recorder; thence leaving said right-of-way line, N 00°35'00" E along the West line of a parcel of land described in Book 1071 at Page 549 of the records of the Mesa County Clerk and Recorder a distance of 242.25 feet to the True Point of Beginning; thence N 00°35'00" E along the West line of said parcel of land a distance of 10.07 feet to a point on the Southerly right-of-way-line for Lorey Drive as described in Book 642 at Page 391 of the records of said Mesa County Clerk and Recorder; thence S 82°28'13" E along said Southerly right-of-way line a distance of 96.74 feet; thence leaving said Southerly right-of-way line, S 02°10'54" W a distance of 101.35 feet; thence N 87°49'06" W a distance of 10.00 feet; thence N 02°10'54" E a distance of 92.24 feet; thence N 82°28'13" W a distance of 86.42 feet to the Point of Beginning, containing 1,883.76 square feet as described herein and as 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 to enter upon said premises, to survey, maintain, operate, repair, replace, control and use said Utilities Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, subject to the terms and conditions contained herein.

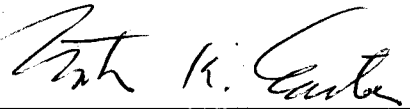
1. Grantor shall have the right to use and occupy the real property burdened by this easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing any improvements or structures thereon which might 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 the work and act of installing, maintaining and repairing utilities and related appurtenances and facilities shall be performed with due care using commonly accepted standards and techniques.

3. Grantor hereby covenants 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 22 day of October, 1997.

DIL GRAND SUPERMARKET PROPERTIES
a California general partnership



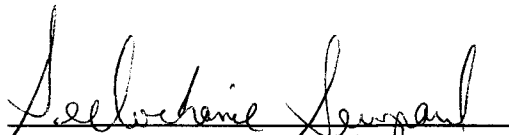
Stephen K. Easton, managing partner

State of NY)
)ss.
County of Queens)

The foregoing instrument was acknowledged before me this 22 day of October, 1997, by Stephen K. Easton, managing partner for DIL GRAND SUPERMARKET PROPERTIES, a California general partnership.

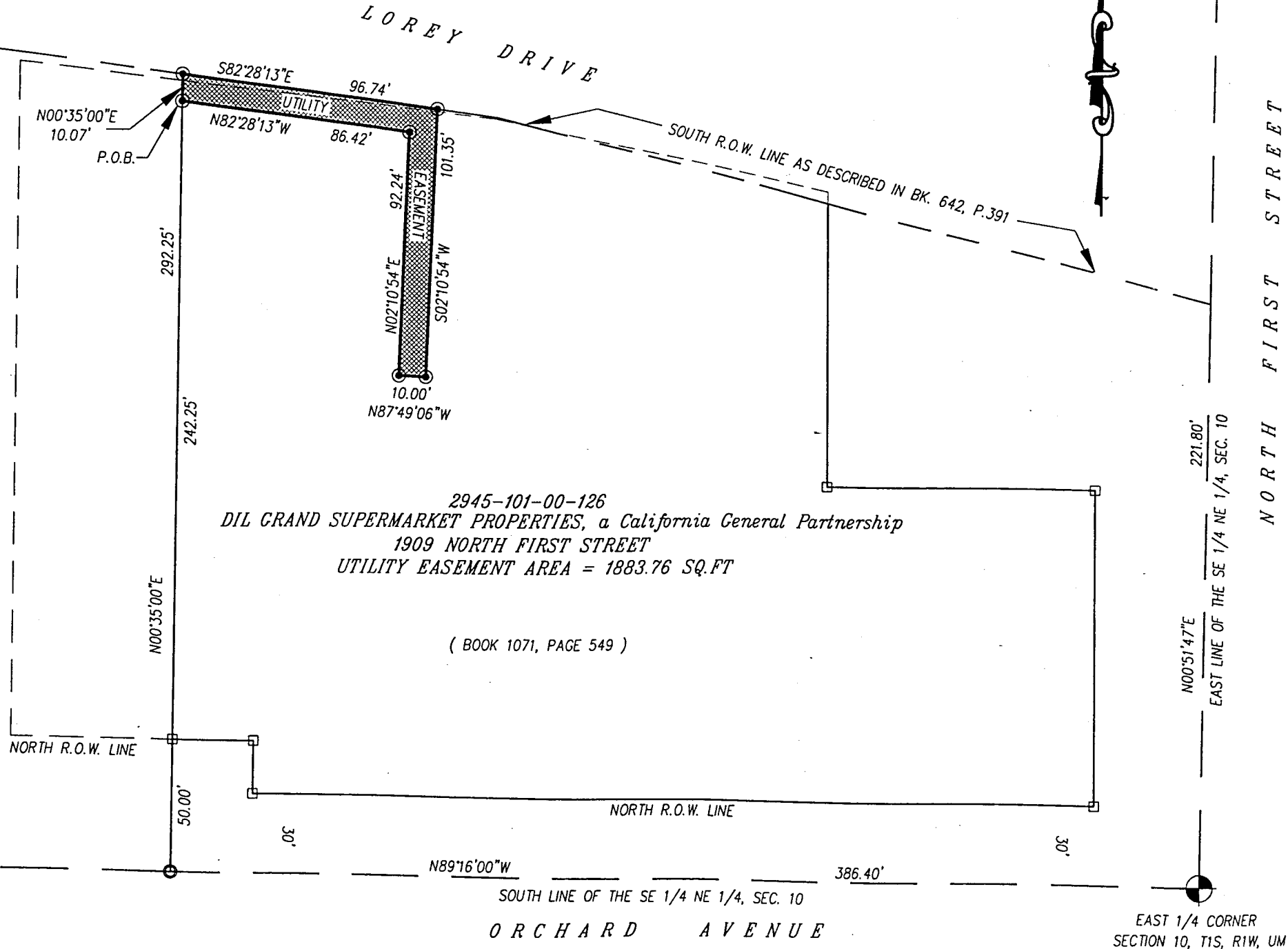
My commission expires: 3/16/98
Witness my hand and official seal.

SELOCHANIE SEWPAUL
Notary Public, State of New York
No. 41-4993307
Qualified in Queens County
Commission Expires March 16, 1998



Notary Public

EXHIBIT "A"



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION

EASEMENT DESCRIPTION MAP
NORTH FIRST STREET - ORCHARD AVE. TO PATTERSON AVE
FILE NO: PSCI.DWG

DRAWN BY: SRP
DATE: 9-18-97
SCALE: 1" = 50'
APPR. BY: IW
FILE NO: PSCI.DWG