

DIL04ROD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (AGREEMENT)**

NAME OF CONTRACTOR: DILLON COMPANIES, INC.

SUBJECT/PROJECT: NON-EXCLUSIVE EASEMENT FOR THE USE AND
BENEFIT OF THE PERSIGO 201 SANITARY SEWER SYSTEM FOR THE
PURPOSE OF INSTALLING, OPERATING, MAINTAINING AND REPAIRING
AN UNDERGROUND SANITARY SEWER PIPELINE AT 200 ROOD AVENUE

TAX PARCEL #: 2945-143-12-106

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the 7th day of June, 2004, by Paul Sade and Eleanor Sade, Trustees of the Paul and Eleanor Sade Revocable Trust dated August 6, 1985 ("Owner"), Dillon Companies, Inc., a Kansas corporation d/b/a City Market ("Lessee"), and the City of Grand Junction, a Colorado home rule municipality ("City").

RECITALS:

- A. Owner is the owner of certain real property in the City of Grand Junction, Mesa County, Colorado, as more particularly described in **Exhibit "A"** attached hereto ("Owner's Property").
- B. Lessee leases Owner's Property and presently operates a City Market Grocery Store at the premises.
- C. The City desires to obtain a non-exclusive easement, for the use and benefit of the Persigo 201 Sanitary Sewer System, on, along, over, under, through and across the portion of the Owner's Property, which easement is described in **Exhibit "B"** and depicted on **Exhibit "C"**, which Exhibits are attached hereto and incorporated herein by reference ("Easement Area"), for the purposes of installing, operating, maintaining and repairing an underground sanitary sewer pipeline and appurtenances related thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Owner and Lessee hereby grant and convey to the City, for the use and benefit of the Persigo 201 Sanitary Sewer System, a non-exclusive easement ("the Easement") on, along, over, under, through and across the Easement Area for the purposes of installing, operating, maintaining and repairing an underground sanitary sewer pipeline and appurtenances related thereto, together with the right of ingress and egress for workers and equipment, all without charge or compensation, subject to the terms and conditions contained herein.
2. Term. The Easement granted herein shall be perpetual; provided, however, that in the event of permanent abandonment of the Easement by the City, all rights, privileges and interests herein granted shall automatically terminate. Permanent abandonment shall have occurred if the City fails to use the sanitary sewer facilities therein for any consecutive twenty-four (24) month period.
3. Repairs and Maintenance. The City's utilization of the Easement and the rights herein granted shall be performed with due care using commonly accepted standards and techniques. In the event the surface or condition of the Easement Area or the Owner's adjoining property are damaged or disturbed as a result of the City's utilization of the Easement, the City shall, within a reasonable time and at the City's cost and expense, repair and restore the same to a condition reasonably comparable to the condition that existed immediately prior to the occurrence of any such damage or disturbance.
4. Owner's and Lessee's Right to Use and Occupy. The Owner and Lessee shall have the right to use and occupy the Easement Area for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment by the City of the easement rights herein granted; provided, however, that the Owner and Lessee each hereby covenant and agree that the Easement Area shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item, facility or fixture which may be detrimental to the City's sanitary sewer facilities therein or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement Area.
5. Owner's Covenants. The Owner hereby covenants with the City that: it has good title to the Easement herein granted; that it has good and lawful right to grant said Easement; that it will

warrant and defend the title and quiet possession thereof against the lawful claims and demands of all persons claiming by, through or under the Owner.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

7. Total Agreement / Applicable to Successors. This Easement Agreement contains the entire agreement between the parties and, except for termination by permanent abandonment, cannot be changed or modified except by a written instrument subsequently executed by all parties. The benefits, duties, responsibilities and obligations of this Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective heirs, successors and assigns.

Executed as of the date first above written.

The Paul and Eleanor Sade Revocable Trust dated August 6, 1985, "Owner":

By: *Paul Sade, Trustee*
Paul Sade, Trustee

By: *Eleanor Sade, Trustee*
Eleanor Sade, Trustee

Dillon Companies, Inc., a Kansas corporation d/b/a City Market, "Lessee":

By:

Name: *Amber Davis*
Title: *President*

The City of Grand Junction, a Colorado home rule municipality, "City":

Attest:

By: *Stephanie Tuin*
Stephanie Tuin, City Clerk

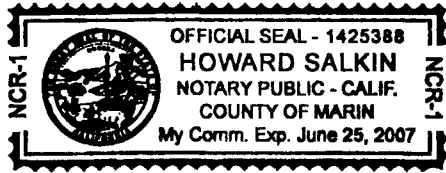
By: *Kelly Arnold*
Kelly Arnold, City Manager



State of California)
)ss.
County of Marin)

The foregoing instrument was acknowledged before me this 7th day of JUNE, 2004, by Paul Sade and Eleanor Sade, Trustees of the Paul and Eleanor Sade Revocable Trust dated August 6, 1985.

Witness my hand and official seal.
My commission expires: 6/25/07

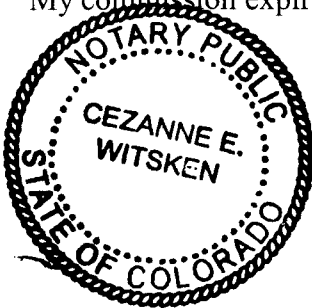


[Signature]
Notary Public

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 5th day of MAY, 2004, by _____ as _____ of Dillon Companies, Inc., a Kansas corporation d/b/a City Market,

Witness my hand and official seal.
My commission expires: 11/09/05

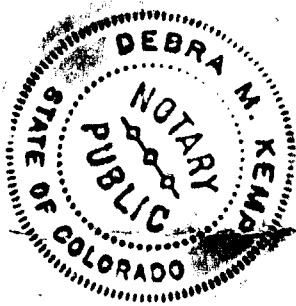


[Signature]
Notary Public

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 18th day of June, 2004, by Kelly Arnold as City Manager and attested to by Stephanie Tuin as City Clerk of the City of Grand Junction, a Colorado home rule municipality.

Witness my hand and official seal.
My commission expires: 3/13/05



[Signature]
Notary Public

Exhibit "A"
Description of the Owner's Property

Lots 1 through 24, both inclusive, in Block 99 of THE CITY OF GRAND JUNCTION, together with the vacated East/West alleyway in said Block 99 vacated by City Ordinance No. 2398 and recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder, AND ALSO together with the north one-half of vacated Rood Avenue located 50 feet east of the east line of the intersection of First Street and Rood Avenue to the west line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the West one-half of vacated Second Street adjacent to the East lines of Lots 12 and 13 in said Block 99 between the South line of White Avenue and the North line of Rood Avenue vacated by said City Ordinance No. 2398,

AND ALSO Lots 3 through 19, both inclusive, in Block 100 of THE CITY OF GRAND JUNCTION, excepting and excluding therefrom the South 10 feet of Lots 13 through 19, Block 100 of THE CITY OF GRAND JUNCTION, together with the South one-half of the vacated Rood Avenue located 50 feet East of the East line of the intersection of First Street and Rood Avenue to the West line of the intersection of Second Street and Rood Avenue vacated by said City Ordinance No. 2398, AND ALSO together with the North one-half of the vacated East/West alleyway adjacent to Lots 3 through 12 in said Block 100, AND ALSO together with the South one-half of the vacated East/West alleyway adjacent to Lots 13 through 19 in said Block 100 vacated by said City Ordinance No. 2398, AND ALSO Lots 29 through 32, both inclusive, in Block 98, City of Grand Junction, together with the East one-half of vacated Second Street and the South one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder,

AND ALSO Lots 1 through 4, both inclusive, in Block 98 of THE CITY OF GRAND JUNCTION, together with the East one-half of vacated Second Street and the North one-half of the vacated East/West alleyway in said Block 98 as set forth in Ordinance No. 2398 recorded September 16, 1988 in Book 1709 at Page 1000 of the records of the Mesa County Clerk and Recorder;

ALL IN MESA COUNTY, COLORADO.

End of Exhibit "A"

Exhibit "B"
Description of the Easement Area

Beginning at the Southeast Corner of Lot 12, Block 100 of the Original Plat of THE CITY OF GRAND JUNCTION, situate in the Southwest $\frac{1}{4}$ of Section 14, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and considering the East line of said Block 100 to bear due NORTH with all other bearings contained herein being relative thereto;

thence WEST along the South line of said Lot 12 a distance of 20.0 feet;

thence leaving the South line of said Lot 12, NORTH a distance of 125.0 feet, more or less, to a point on the North boundary line of said Lot 12 from whence the original Northwest corner of said Lot 12 bears West a distance of 5.0 feet;

thence leaving the North boundary line of said Lot 12, NORTH a distance of 30.0 feet to a point on the South line of an existing Utility Easement as created by City Ordinance No. 2398, recorded in Book 1709 at Page 1000 in the records of the Mesa County Clerk and Recorder;

thence EAST along the South line of said existing Utility Easement a distance of 20.0 feet to a point on the East line of vacated Rood Avenue pursuant to said City Ordinance No. 2398;

thence SOUTH along the said East line of vacated Rood Avenue a distance of 30.0 feet to the original Northeast corner of said Lot 12;

thence SOUTH along the East line of said Lot 12 a distance of 125.0 feet, more or less, to the Point of Beginning,

containing 3,100 square feet, more or less, as described herein and depicted on **Exhibit "C"** attached hereto and incorporated herein by reference.

End of Exhibit "B"

EXHIBIT "C"

BLOCK 99

SECOND STREET
(VACATED PER BK 1709, PG 1000)

ROOD AVENUE
(VACATED PER BK 1709, PG 1000)

ROOD AVENUE
(80' R.O.W.)

20' UTILITY EASEMENT PER BK 1709, PG 1000

20' EASEMENT
AREA = 3,100 SQ. FT.

80.00'

20'

BLOCK 100

80.00'

3 4 5 6 7 8 9 10 11 12

2945-143-12-016
200 ROOD AVENUE

20'

VACATED 30' ALLEY
20' UTILITY EASEMENT PER BK 1709, PG 1000

20' UTILITY EASEMENT
PER BK 1687, PG 614

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

BLOCK 100

SECOND STREET
(VACATED PER BK 1637, PG 614)

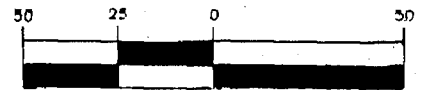
19 18 17 16 15 14 13



MAIN STREET (VARIABLE WIDTH)

30'

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

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: P.T.K.
DATE: 04-21-2004
SCALE: 1" = 50'
APPR BY: IW

20 FOOT UTILITY EASEMENT SKETCH

2945-143-12-016

CITY OF **grand junction**
COLORADO
serving the community together