

FRU01NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PUBLIC UTILITIES

NAME OF PROPERTY OWNER OR GRANTOR: FRUITVALE CORNER LIMITED LIABILITY COMPANY, A WYOMING LIMITED LIABILITY COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): FLYNN SUBDIVISION, LOT 2, FRUITVALE CORNER, 2900 NORTH AVENUE

PARCEL NO.: 2943-083-12-002

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

Fruitvale Corner Limited Liability Company, a Wyoming limited liability company, Grantor, for and in consideration of the sum of Three Hundred Seventy-Five and 00/100 Dollars (\$375.00), 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 Public Utilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northeast Corner of Lot 2 of Flynn Subdivision, situate in the Southwest 1/4 of Section 8, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 376 in the office of the Mesa County Clerk and Recorder, and considering the south line of the Southwest 1/4 of said Section 8 to bear N 89°57'43" W with all bearings contained herein being relative thereto; thence S 00°03'46" E along the east boundary line of said Lot 2 a distance of 25.00 feet; thence leaving the east boundary line of said Lot 2, N 89°57'43" W a distance of 7.44 feet to the True Point of Beginning; thence N 89°57'43" W a distance of 10.00 feet; thence N 00°03'46" W a distance of 15.00 feet to a point on the south line of an existing Utility Easement dedicated with the recorded plat of said Flynn Subdivision; thence S 89°57'43" E along the south line of said existing Utility Easement a distance of 10.00 feet; thence leaving the south line of said existing Utility Easement, S 00°03'46" E a distance of 15.00 feet to the Point of Beginning, containing 150.00 square feet as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

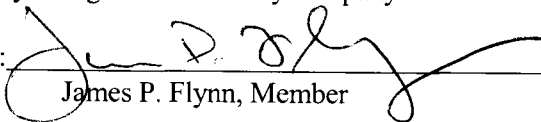
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees 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 utilization of the easement herein granted 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 6TH day of June, 2001.

Fruitvale Corner Limited Liability Company,
a Wyoming limited liability company

By:


James P. Flynn, Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6TH day of Jan, 2001,
by James P. Flynn, Member of Fruitvale Corner Limited Liability Company, a Wyoming limited liability
company.

My commission expires: 3.3.05

Witness my hand and official seal.

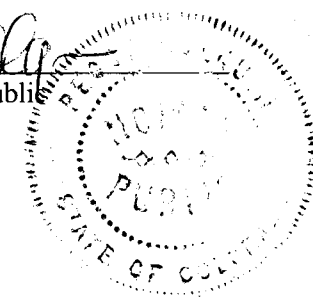
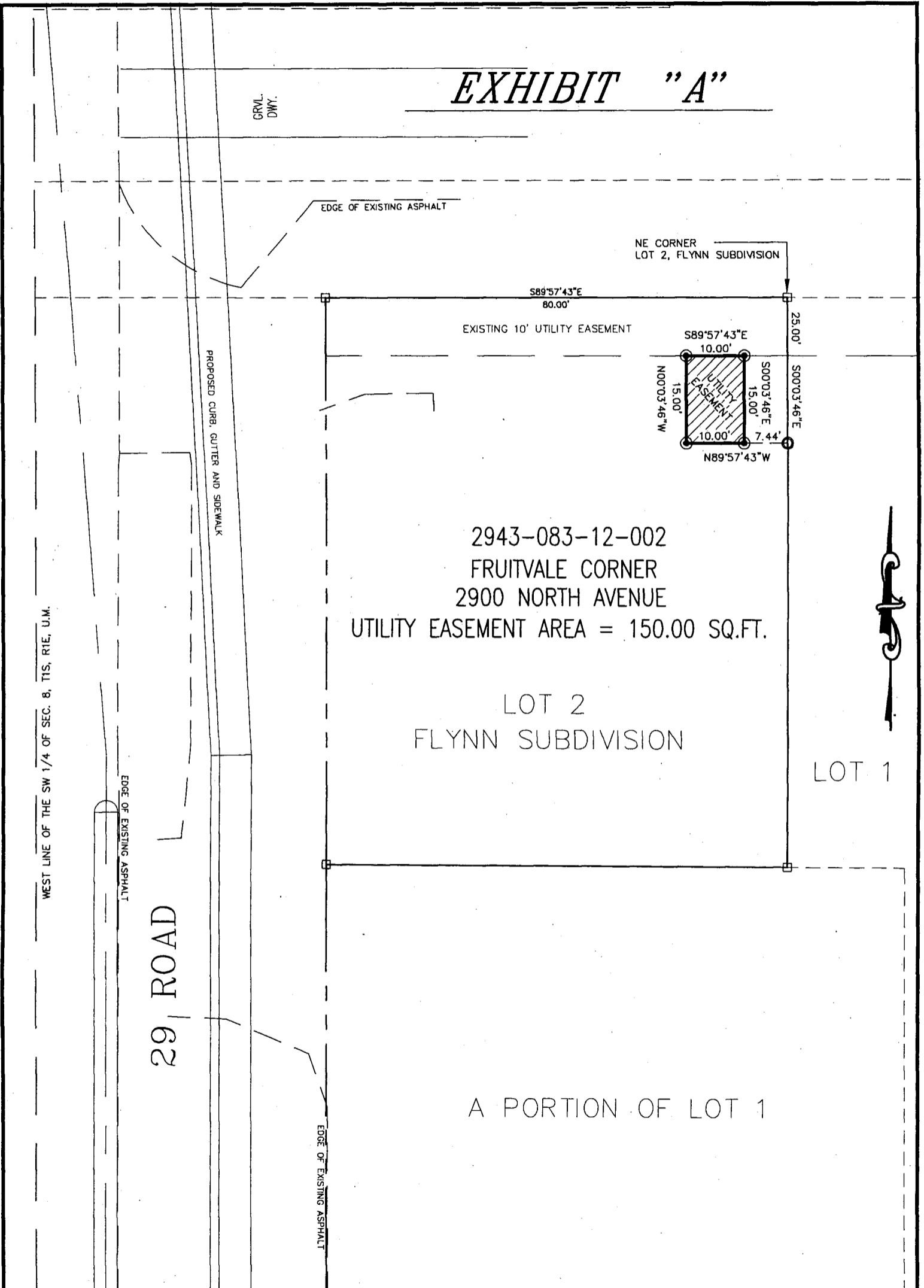
Rebecca K. [Signature]
Notary Public


EXHIBIT "A"



DRAWN BY: SRP
 DATE: 2-15-2001
 SCALE: 1" = 20'
 APPR. BY: IW
 FILE NO: 29ROAD11.DWG

RIGHT-OF-WAY DESCRIPTION MAP
 29 ROAD - 170B TO BUNTING AVENUE

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION