

ICP98ICP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: INTERSTATE COMMERCIAL PARK LLP

STREET ADDRESS/PARCEL NAME/SUBDIVISION: INTERSTATE COMMERCIAL PARK, PARCEL NO. 2701-323-02-011, SANITARY SEWER EASEMENT, LOT 11, BLOCK 1 INTERSTATE COMMERCIAL PARK, FOR THE APPLETON TRUNK EXTENSION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1842653 04/22/98 0405PM
 MONIKA TODD CLK&REC MESA COUNTY CO
 REC FEE \$15.00 SURCHG \$1.00
 DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Interstate Commercial Park, LLP, Grantor, for and in consideration of the sum of Seven Thousand Nine Hundred Twenty Nine and 12/100 Dollars (\$7,929.12), the receipt and sufficiency of which is hereby acknowledged, hereby sells, grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 200 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance and repair of a sanitary sewer pipeline and related facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southwest Corner of Lot 11, Block 1 of Interstate Commercial Park, a subdivision situate in the Southwest 1/4 of Section 32, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 288 in the office of the Mesa County Clerk and Recorder; thence N 00°01'19" W along the west boundary line of said Lot 11 a distance of 10.00 feet to a point on the north line of an existing utility easement and the **True Point of Beginning**;

thence N 00°01'19" W along the west boundary line of said Lot 11 a distance of 352.45 feet to the Northwest Corner of said Lot 11;

thence S 89°45'00" E along the north boundary line of said Lot 11 a distance of 20.00 feet;

thence leaving said north boundary line, S 00°01'19" E a distance of 352.36 feet to a point on the north line of an existing utility easement;

thence S 89°58'41" W along the north line of said existing utility easement a distance of 20.00 feet to the Point of Beginning,

containing 7,048.11 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 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 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 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 said sanitary sewer pipeline and related 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 12 day of March, 1998.

Interstate Commercial Park, LLP

Walid Bou-Matar
Walid Bou-Matar, General Partner

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 12th day of March, 1998,
by Walid Bou-Matar, General Partner of Interstate Commercial Park, LLP.

My commission expires: 4/27/00

Witness my hand and official seal.

[Signature]
Notary Public

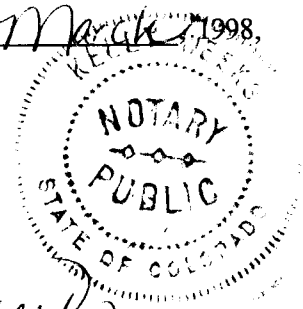
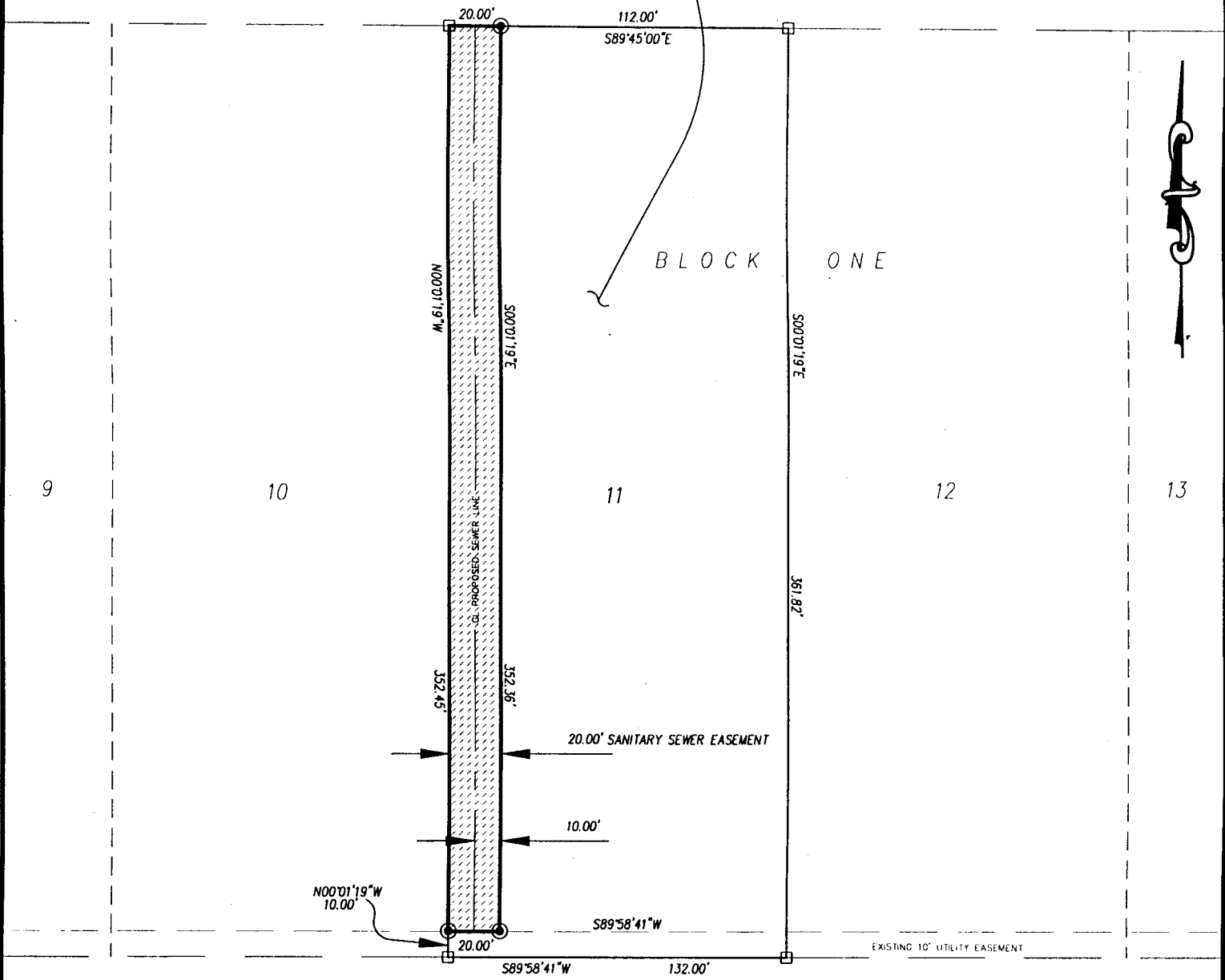


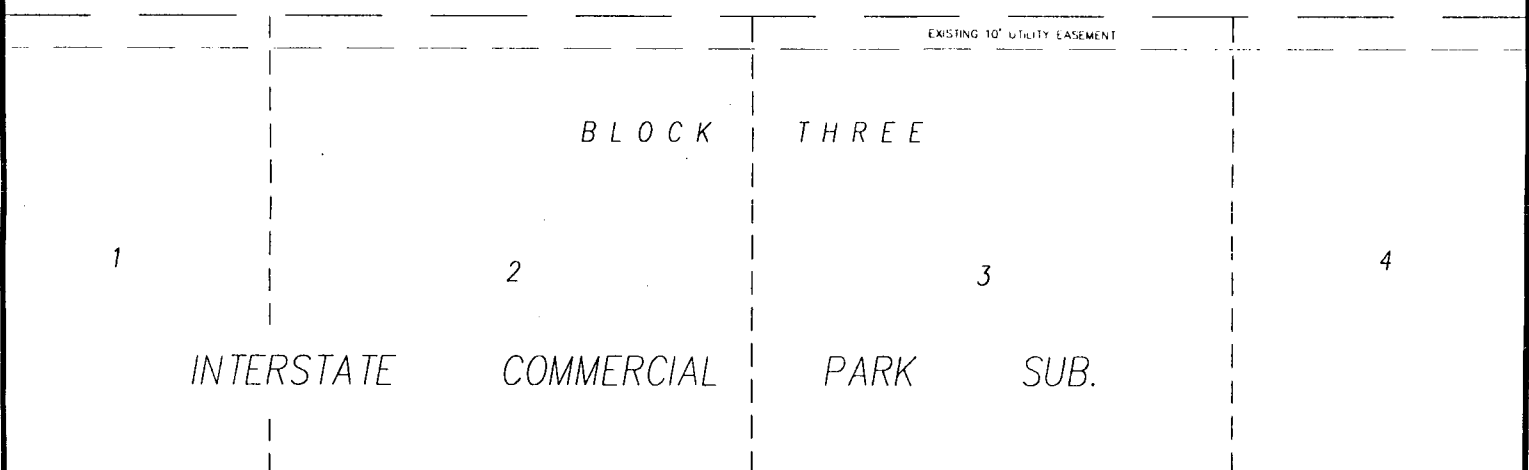
EXHIBIT "A"

INTERSTATE 70 RIGHT OF WAY

2701-323-02-011
 INTERSTATE COMMERCIAL PARK, LLP
 SANITARY SEWER EASEMENT AREA = 7048.11 SQ.FT.



INTERSTATE AVENUE (60' R.O.W.)



DRAWN BY: SRP
 DATE: 02-25-98
 SCALE: 1" = 60'
 APPR. BY: TW
 FILE NO: WALIDLOT11.DWG

EASEMENT DESCRIPTION MAP
 LOT 11, BLOCK ONE, INTERSTATE COMMERCIAL PARK
 SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE UTE MERIDIAN

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION