

MSA01NTH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF CONTRACTOR:	MESA EASTGATE LLC
SUBJECT / PROJECT:	PUBLIC UTILITIES AT CARL'S JR. DRIVE THRU
ADDRESS:	2842 NORTH AVENUE
PARCEL:	2943-073-17-002
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2001
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF PUBLIC UTILITIES EASEMENT

Mesa Eastgate, L.L.C., a Colorado limited liability company, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to 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 and benefit of Grantee and for the use and benefit of the Public Utilities as authorized by Grantee, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of Public Utilities, on, along, under, through and across the following described parcel of land, to wit:

Commencing at the Southwest Corner of Block 2 of the Amended Plat of Eastgate Shopping Center, situate in the Southeast ¼ of the Southwest ¼ of Section 7, 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 11 at Page 125 in the office of the Mesa County Clerk and Recorder, with all bearings contained herein being relative to said recorded Plat; thence EAST along the south boundary line of said Block 2 a distance of 7.50 feet to the True Point of Beginning; thence EAST along the south boundary line of said Block 2 a distance of 20.00 feet; thence leaving the south boundary line of said Block 2, NORTH a distance of 150.00 feet to a point on the north boundary line of said Block 2; thence WEST along the north boundary line of said Block 2 a distance of 20.00 feet; thence leaving the north boundary line of said Block 2, SOUTH a distance of 150.00 feet to the Point of Beginning, containing 3,000.00 square feet as described.

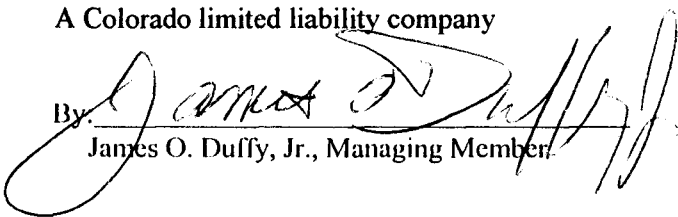
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be require 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 use and enjoyment of the rights herein granted. It is the express understanding of Grantor and Grantee that Grantor shall be entitled to place improvements consisting of paved or concrete parking areas, paved or concrete drive-through lanes, retaining walls, curb, gutter, sidewalks, irrigation systems, and landscaping on and within the Public Utility Easement and the area up to and including the boundaries of Grantor's property, except to the extent that installation of such improvements damages the Public Utilities of the Grantee. Grantor and Grantee specifically agree that in the event the Grantee enters upon Grantor's property in the future to repair or maintain the Public Utilities or its easement and such repairs or maintenance cause damage to any improvements of Grantor, the Grantee shall promptly repair and restore the surface and condition of those portions of the Grantor's property affected or damaged by the Grantee and return the affected areas to the Grantor in a condition reasonably approximate to that which existed prior to entry by the Grantee at the Grantee's sole cost and expense.

2. Grantee's utilization of the easement herein granted shall be performed with due care using commonly accepted standards and techniques.

Executed and delivered this 14th day of JUNE, 2001.

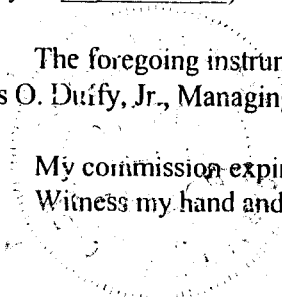
MESA EASTGATE, L.L.C.,
A Colorado limited liability company

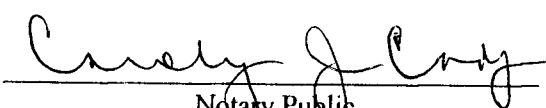
By: 
James O. Duffy, Jr., Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 14th day of June, 2001, by James O. Duffy, Jr., Managing Member of Mesa Eastgate, L.L.C., a Colorado limited liability company.

My commission expires: 12-4-04
Witness my hand and official seal.




Notary Public