

PIT07650

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (MULTI-PURPOSE)
NAME OF PROPERTY OWNER OR GRANTOR:	PITRE HOLDINGS, LLC.
PURPOSE:	HYUNDAI DEALERSHIP
ADDRESS:	2162 HIGHWAY 6 AND 50
TAX PARCEL NO.:	2697-361-01-005
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

**PROFILE INFORMATION**

Document Type: Easement  
Project ID #: CUP-2007-160  
Name: Hyundai Dealership  
Location: 2162 Hwy 6 & 50  
Parcel #: 2697-361-01-005

Delivered to 

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

3  
PAGE DOCUMENT

RECEPTION #: 2400642, BK 4511 PG 253 09/10/2007 at  
03:54:21 PM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc  
Code: EASEMENT  
Janice Rich, Mesa County, CO CLERK AND RECORDER

## GRANT OF MULTI-PURPOSE EASEMENT

**Pitre Holdings, LLC, a New Mexico limited liability company, Grantor**, whose address is 9737 Eagle Ranch Road NW, Albuquerque, New Mexico 87114, 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, 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 Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

The Southerly (14) fourteen feet of Lot 5, Valley West, Filing One, Grand Junction, County of Mesa, Colorado,

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 to enter upon said premises with 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. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement 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. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features, curbs, gutter, utilities, signs, lighting, art, or similar improvements typically located in Easement areas.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantor hereby covenants with Grantee that it has good title to the herein described 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.

4. Grantee shall indemnify Grantor against and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the Multi-Purpose Easement is abandoned, Grantor shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 30<sup>TH</sup> day of AUGUST, 2007.

Pitre Holdings, LLC  
a New Mexico limited liability company

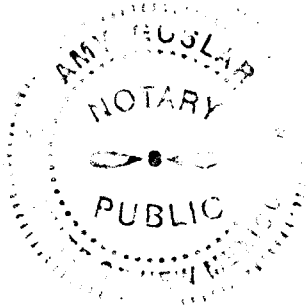
By: [Signature]  
Bob Pitre as Exec. Member for  
Pitre Holdings, LLC

State of New Mexico            )  
  )ss.  
County of BERNABILLO        )

The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of AUGUST, 2007 by Bob Pitre as EXECUTIVE MEMBER for Pitre Holdings, LLC, a New Mexico limited liability company.

My commission expires 1-18-2011.

Witness my hand and official seal.



[Signature]  
Notary Public

# EXHIBIT A

Lot 4  
 Larry C. Willcoxon  
 2697-361-01-006  
 760 21 1/2 Road

Valley West Subdivision  
 Filing No. One  
 Plat Book 12, Page 26

Valley West Subdivision  
 Filing No. 3  
 Plat Book 12, Page 349

Lot 7  
 Culpepper Land and Cattle Co.  
 2697-361-01-007  
 2154 Highway 6 & 50

Lot 7  
 David N. Dadd  
 2697-361-03-001  
 767 Valley Court

Shared Access Easement  
 Book 42/7, Pages 729-731

Lot 5  
 Pitre Holdings, LLC  
 2697-361-01-005  
 2162 Highway 6 & 50

10' Utility Easement  
 Plat Book 12, Page 26

1-70 Maxi Storage, LLC  
 2697-361-02-007  
 761 Valley Court

14-FOOT  
 MULTI-PURPOSE EASEMENT  
 0.11 ACRES

Lot 6  
 Valley West Subdivision  
 Filing No. Two  
 Plat Book 12, Pages 166 & 167

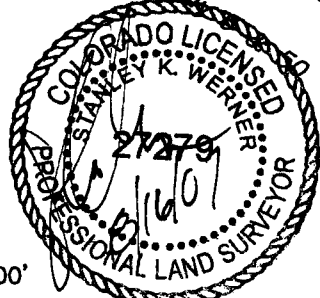
R.W. Properties  
 2697-361-02-006  
 757 Valley Court

N56°31'52"W 340.00'  
 US Highway 50

N33°28'08"E 490.00'

S56°31'52"E 340.00'

S33°28'08"W 490.00'



SCALE: 1" = 100'



High Desert Surveying, LLC

1673 Highway 50 Unit C  
 Grand Junction, Colorado 81503

Tele: 970-254-8649 Fax: 970-240-0451

PROJ. NO. 06-174		Drawn	APP'D	SHEET	OF
DATE: August 16, 2007		skw	rsk	1	1