

SMI90CSR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: KETTLE RESTAURANTS, INC.;  
CALVIN DOYLE SMITH, VICE PRESIDENT-FINCANCE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: CROSSROADS  
COLORADO WEST SUBDIVSION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

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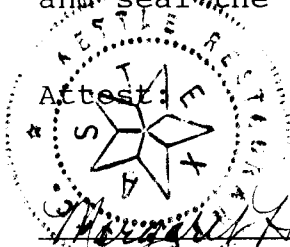
THIS GRANT OF EASEMENT made and entered into this 30th day of August, 1990, by and between KETTLE RESTAURANTS, INC., a Texas corporation ("Grantor"), whose address is P.O. Box 16290, Houston, Texas 77222, and the CITY OF GRAND JUNCTION, a municipal corporation ("Grantee"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501.

WITNESSETH THAT for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred, and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto the Grantee, its successors and assigns, a Perpetual Easement for Storm Drainage and Utilities Purposes, said easement being described on Exhibit A attached hereto and incorporated herein by reference ("hereinafter referred to as the "Easement Area").

Grantee, its successors and assigns, shall have the reasonable right of ingress and egress to accomplish the maintenance and repair of utilities and storm drainage facilities, including the right to bring the necessary equipment upon the premises to accomplish the same. The Grantor agrees that the Easement Area, and ingress and egress to the Easement Area, shall not be burdened or overburdened by erection or placing of any improvement thereon which might prevent reasonable access to and across said easement, and that any operation on the premises by the Grantor, its successors and assigns, will be done so in a manner that will not cause damage to the Easement Area.

Any damage caused to the utilities and storm drainage facilities in the Easement Area as a result of activities by the Grantor, its successors or assigns, will be repaired by the Grantor, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.



Margaret A. Hall  
Margaret A. Hall  
Assistant Secretary

Kettle Restaurants, Inc.,  
a Texas corporation

Calvin Doyle Smith

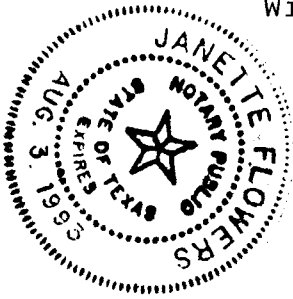
Calvin Doyle Smith  
Vice President-Finance

State of TEXAS )  
 ) ss.  
County of HARRIS )

The foregoing instrument was acknowledged before me this day of August, 1990, by Calvin Doyle Smith as Vice President and Margaret A. Hall as Assistant Secretary of Kettle Restaurants, Inc., a Texas corporation.

My commission expires: August 3, 1993

Witness my hand and official seal.



Janet Flowers  
Notary Public

EXHIBIT A

A 15 foot wide **Perpetual Easement** for Utilities and Storm Drainage purposes on, along, over, under and across a part of Lot 5, Block 2, Replat of Lots 1 thru 5, Block 2, Crossroads Colorado West in Section 36, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, said easement being more particularly described as follows, to wit:

Beginning at the Northwest corner of said Lot 5;  
thence S  $89^{\circ} 50' 58''$  E along the Northerly line of said Lot 5 a distance of 15.0 feet;  
thence S  $00^{\circ} 08' 02''$  W a distance of 37.84 feet;  
thence S  $21^{\circ} 18' 31''$  E a distance of 101.77 feet;  
thence S  $67^{\circ} 50' 18''$  W a distance of 15.0 feet to the Westerly line of said Lot 5;  
thence N  $21^{\circ} 18' 31''$  W along the Westerly line of said Lot 5 a distance of 104.83 feet;  
thence continuing along the Westerly line of said Lot 5 N  $00^{\circ} 08' 02''$  E a distance of 40.68 feet to the Point of Beginning.