

STR96FRD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	THE STERLING COMPANY - BARNES AND NOBLE BOOKSTORE
PURPOSE:	SANITARY SEWER
ADDRESS:	2451 F ROAD
TAX PARCEL NO.:	2945-091-00-118
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1996
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF EASEMENT

1774963 0841AM 10/22/96
MONIKA TODD CLK® MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

The Sterling Co. Grantor(s), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have given and granted and by these present do hereby give, grant and convey unto the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the herein described twenty-foot wide Perpetual Easement for the installation, operation, maintenance and repair of sanitary sewer pipelines and appurtenances and facilities related thereto, together with the right of ingress and ingress for workers and equipment, on, along, over under, through and across the following described real property situated in the NW 1/4NE 1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, to wit:

Beginning at a point on the west line of said NW1/4NE1/4 whence the N 1/4 corner of said Section 9, a Mesa County Survey Marker, bears N00°2'22" a distance of 247.81 feet, thence N89°49'30" E a distance of 430.00 feet; thence N00°02'22" E a distance of 24.00 feet; thence S89°49'30" W a distance of 430.00 feet; thence S00°02'22" W a distance of 24.00 feet to the point of beginning.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said sanitary sewer lines and appurtenances and facilities related thereto, 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 following terms, covenants, conditions and restrictions:

1. Grantee, as a condition of this grant, agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to Grantor(s) and to Grantor's heirs, successors and assigns.
2. Grantor(s) reserves and Grantee acknowledges that Grantor shall have the right to continue to use the real property burdened by this easement for any lawful purpose which will not interfere with the full use and quiet enjoyment of Grantee's rights herein granted; including, without limitation, the right to install, replace, repair, and maintain other utilities within the twenty-foot wide Perpetual Easement, as well as grant such rights to others provided, however, Grantor(s) hereby covenant(s) with Grantee that the easement area shall not be burdened or overburdened by the Grantor(s) erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, under, through and across the easement area.

3. Grantor(s) hereby covenant(s) with Grantee that they have good title to the
aforescribed premises; that they have good and lawful right to grant this
easement; that they will warrant and forever defend the title and quiet possession
thereof against the lawful claims of all persons whomsoever.

Executed and Delivered this ___ day of _____, 1996.

The Sterling Co.

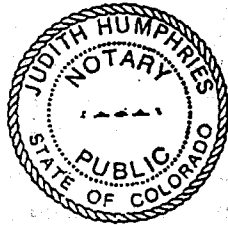

Sterling T. Smith, President

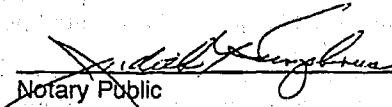
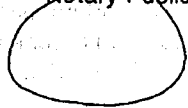
State of Colorado)
) ss.
County of Mesa)

Recorder's Note: Not An Original
Signature When Recorded

The foregoing instrument was acknowledged before me this 11th day of
October, 1996, by Sterling T. Smith, President, The Sterling Co.

My commission expires: JUNE 14, 1998
Witness my hand and official seal.




Notary Public


GRANT OF EASEMENT

The Sterling Co. Grantor(s), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have given and granted and by these present do hereby give, grant and convey unto the City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the herein described twenty-foot wide Perpetual Easement for the installation, operation, maintenance and repair of sanitary sewer pipelines and appurtenances and facilities related thereto, together with the right of ingress and egress for workers and equipment, on, along, over under, through and across the following described real property situated in the NW 1/4NE 1/4 of Section 9, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, to wit:

The south twenty-four feet of Lots 4 and 5, Jacobs Commercial Subdivision, a plat on file and recorded in the office of the Mesa County Clerk and Recorder at Plat Book 12 at Page 453.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control and use said sanitary sewer lines and appurtenances and facilities related thereto, 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 following terms, covenants, conditions and restrictions:

1. Grantee, as a condition of this grant, agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to Grantor(s) and to Grantor's heirs, successors and assigns.
2. Grantor(s) reserves and Grantee acknowledges that Grantor shall have the right to continue to use the real property burdened by this easement for any lawful purpose which will not interfere with the full use and quiet enjoyment of Grantee's rights herein granted; including, without limitation, the right to install, replace, repair, and maintain other utilities within the twenty-foot wide Perpetual Easement, as well as grant such rights to others provided, however, Grantor(s) hereby covenant(s) with Grantee that the easement area shall not be burdened or overburdened by the Grantor(s) erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, under, through and across the easement area.
3. Grantor(s) hereby covenant(s) with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant his

easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

Executed and Delivered this 11 day of October, 1996.

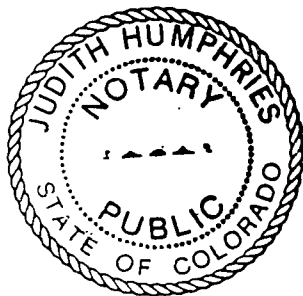
The Sterling Co.

Sterling T. Smith
Sterling T. Smith, President

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11TH day of October, 1996, by Sterling T. Smith, President, The Sterling Co.

My commission expires: JUNE 14, 1998
Witness my hand and official seal.



Judith Humphries
Notary Public

GRANT OF EASEMENT1774962 0841AM 10/22/96
MONIKA TODD CLK&REC MESA COUNTY CO
DOCUMENT FEE \$EXEMPT

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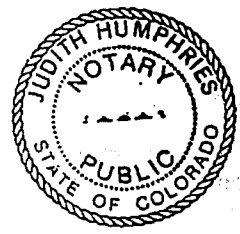
Sterling T. Smith
Sterling T. Smith, President

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11th day of October, 1996, by Sterling T. Smith, President, The Sterling Co.

My commission expires: JUNE 14, 1998
Witness my hand and official seal.

Recording Fee - Not As Determined
By the Recorder



Judith Humphries
Notary Public