

VPC98NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: VALLEY PLAZA CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION: 2650 NORTH AVENUE, PARCEL NO. 2945-124-00-022, DRAINAGE EASEMENT, RED CLIFF POINTE MALL AT 28 ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

Valley Plaza Corporation, a Colorado corporation, Grantor, for and in consideration of the sum of Ten Thousand One Hundred Six and 64/100 Dollars (\$10,106.64), 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 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of an underground storm drainage pipeline, on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Section 12, Township 1 South, Range 1 West of the Ute Meridian in the City of Grand Junction, County of Mesa, State of Colorado, and considering the East line of the Southeast 1/4 of the Southeast 1/4 (SE1/4 SE1/4) of said Section 12 to bear N00°00'15" E with all bearings contained herein being relative thereto;

thence N 00°00'15" E along the East line of the SE1/4 SE1/4 of said Section 12 a distance of 173.00 feet; thence leaving said East line, N 89°54'12" W a distance of 50.00 feet to a point on the East boundary line of that certain tract of land described in Book 2326 at Page 122 in the office of the Mesa County Clerk and Recorder, said point being the **True Point of Beginning**;

thence N 89°54'12" W a distance of 210.16 feet to a point;

thence N 44°54'12" W a distance of 100.83 feet to a point on the West boundary line of said tract of land described in Book 2326 at Page 122;

thence N 00°00'19" W along said West boundary line a distance of 28.33 feet;

thence leaving said West boundary line, S 44°54'12" E a distance of 112.62 feet to a point;

thence S 89°54'12" E a distance of 201.86 feet to a point on the East boundary line of said tract of land;

thence S 00°00'15" W along said East boundary line a distance of 19.96 feet to the Point of Beginning, containing 6,737.76 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 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 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's work and act of installing, operating, maintaining, repairing and replacing said storm drainage pipeline and related facilities shall be performed with due care using commonly accepted standards and techniques. Grantee shall, at Grantee's sole costs and expense, reasonably restore and repair the surface and condition of the Easement area and/or any other portion of the Owner's property affected by Grantee's exercise of the rights herein granted to a condition reasonably approximate to that which existed prior to Grantee's entry.

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 21st day of April, 1998.

Valley Plaza Corporation, a Colorado corporation

Jay L. Cooke
Jay L. Cooke, President

State of COLORADO)
)ss.
County of MESA)

The foregoing instrument was acknowledged before me this 21st day of April, 1998, by Jay L. Cooke as President of Valley Plaza Corporation, a Colorado corporation.

My commission expires: 3-3-01

Witness my hand and official seal.

Peggy Ho
Notary Public

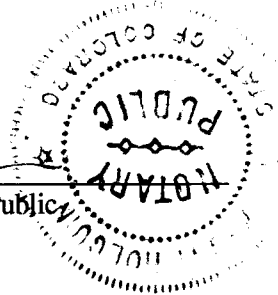


EXHIBIT "A"

CSM 28 ROAD/ELM
NE CORNER OF THE SE 1/4 SE 1/4
SECTION 12, T1S, R1W, U.M.



2945-124-00-022
VALLEY PLAZA CORPORATION
2650 NORTH AVENUE
DRAINAGE EASEMENT AREA = 6737.76 SQ.FT.

EXISTING ONE STORY
BLOCK BUILDING

DRAINAGE EASEMENT

PROPOSED PARKING LAYOUT

INDIAN WASH (CONCRETE LINED IRRIGATION DITCH)

28 ROAD

N89°54'12"W

662.60'

CSM 25TH / NORTH AVENUE

CSM
SE CORNER SECTION 12
T1S, R1W, U.M.

N O R T H A V E N U E

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

DRAWN BY: SRP
DATE: 02-04-98
SCALE: 1" = 100'
APPR. BY: TW
FILE NO: REDPOINT.DWG

EASEMENT DESCRIPTION MAP

RED CLIFF POINTE MALL

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION