

WAL01NTH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PUBLIC UTILITIES

NAME OF PROPERTY OWNER OR GRANTOR: WAL-MART STORES, INC., A DELAWARE CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 2881 NORTH AVENUE, GRAND JUNCTION

PARCEL NO.: 2943-181-15-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF MULTI-PURPOSE EASEMENT

WAL-MART STORES, INC., a Delaware corporation, successor in interest to WAL-MART PROPERTIES, INC., Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby 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, as approved by Grantee, 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, situate in and being a part of Lot One (1) of WAL-MART TWO SUBDIVISION as recorded in Plat Book 14 at Page 235 in the office of the Mesa County Clerk and Recorder, to wit:

Commencing at the Northwest Corner of the Northeast 1/4 of the Northeast 1/4 (NE 1/4 NE 1/4) of Section 18, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the North line of the NE 1/4 NE 1/4 of said Section 18 to bear S 90°00'00" E with all bearings contained herein being relative thereto;
thence S 00°09'25" E along the West line of the NE 1/4 NE 1/4 of said Section 18 a distance of 69.01 feet to a point on the Southerly line of an existing Multi-Purpose Easement as described by instrument recorded in Book 2758 at Page 555 in the office of the Mesa County Clerk and Recorder, said point being the True Point of Beginning;
thence N 90°00'00" E along the Southerly line of said existing Multi-Purpose Easement a distance of 25.98 feet;
thence leaving said Southerly line, S 00°00'00" E a distance of 35.76 feet;
thence N 90°00'00" W a distance of 25.81 feet to a point on the East line of the NW 1/4 of the NE 1/4 of said Section 18;
thence leaving said East line, S 89°59'22" W a distance of 9.55 feet;
thence N 00°00'38" W a distance of 35.76 feet to a point on the Southerly line of the existing Multi-Purpose Easement as aforesaid;
thence N 89°59'22" E along the Southerly line of said existing Multi-Purpose Easement a distance of 9.39 feet to the Point of Beginning,
containing 1,264.80 square feet 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 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 required to permit the operation of standard utility construction and repair machinery, the said Grantor hereby covenanting with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantor hereby further covenanting 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 17 day of October, 2001.

Attest:

WAL-MART STORES, INC.,
a Delaware corporation

By: [Signature]
Assistant Secretary

By: [Signature]
Assistant Vice President

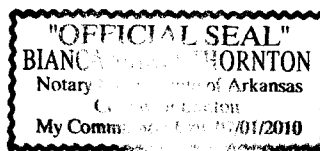
Approved as to legal terms only
By: [Signature]
WAL-MART LEGAL TEAM
Date 10-17-01

State of Arkansas)
County of Benton)ss.

The foregoing instrument was acknowledged before me this 17th day of October, 2001,
by ROBERT M. BEDARD as ASSISTANT VICE PRESIDENT and attested
to by ADELE E. LUCAS as ASSISTANT SECRETARY of WAL-MART
STORES, INC., a Delaware corporation.

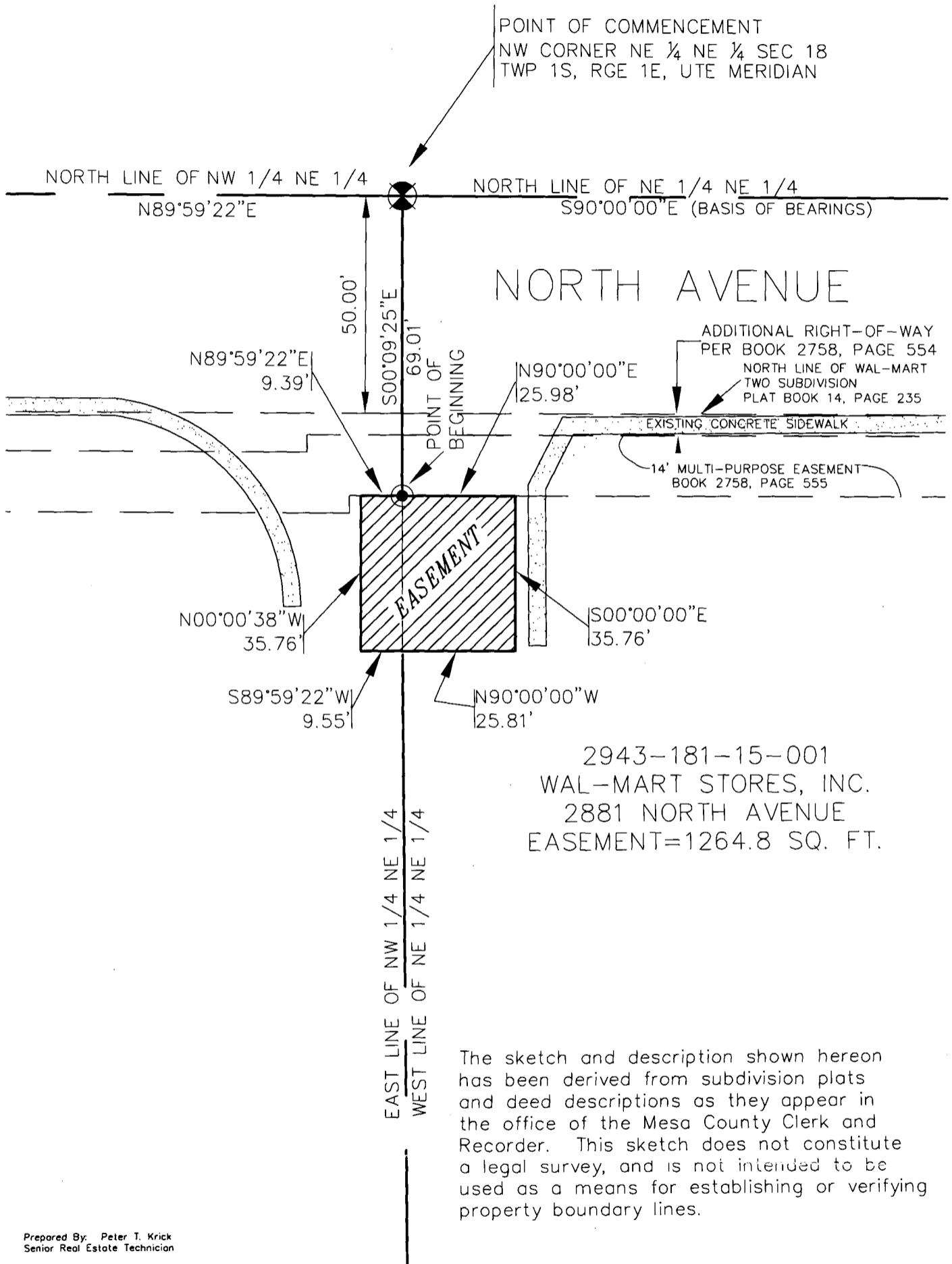
My commission expires 7-1-2010.

Witness my hand and official seal.



Bianca Maria Thornton
Notary Public

EXHIBIT "A"



DRAWN BY: P.T.K.
DATE: 09-24-2001
SCALE: 1" = 30'
APPR. BY: TW
FILE NO: 1011.DWG

EASEMENT DESCRIPTION MAP
WAL-MART/NORTH AVE.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY OF GRAND JUNCTION