

**ADD04255**

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: ADD-IN ENTERPRISES, LLC

PURPOSE: STREET LIGHT EASEMENT - A PERPETUAL  
EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE,  
REPAIR AND REPLACEMENT OF A STREET LIGHT TOGETHER WITH  
FACILITIES

ADDRESS: 535 25 ½ ROAD - LOT 3 OF REPLAT OF  
INDEPENDENCE CENTER SUBDIVISION

PARCEL#: 2945-103-32-004

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

### GRANT OF STREET LIGHT EASEMENT

Add-In Enterprises, LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of One Hundred One and 25/100 Dollars (\$101.25), 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 5<sup>th</sup> Street, Grand Junction, Colorado, 81501, for the use of Grantee and for the use of the Public Utilities, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of a street light together with facilities appurtenant thereto, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual easement lying in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being a portion of Lot 3, Replat of Independence Center Subdivision, as same is recorded in Plat Book 14, Page 126 and 127, Public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 3 and assuming the East line of said Lot 3 bears S 00°03'26" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'26" W along the East line of said Lot 3, being the West right of way for 25-1/2 Road, said line being 33.00 feet West of and parallel with the East line of the NE 1/4 SW 1/4 of said Section 10, a distance of 312.61 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°03'26" W along the East line of said Lot 3, a distance of 5.00 feet; thence N 89°56'34" W a distance of 5.00 feet; thence N 00°03'26" E a distance of 5.00 feet; thence S 89°56'34" E a distance of 5.00 feet, more or less, to the Point of Beginning.

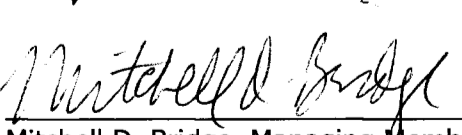
CONTAINING 25.0 Square Feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

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, subject to the terms and considerations 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 the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the street light and appurtenant facilities situate therein, or 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 agrees that Grantees' utilization of the herein described Easement shall be performed with due care using commonly accepted standards and techniques.
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 17<sup>th</sup> day of February, 2004.

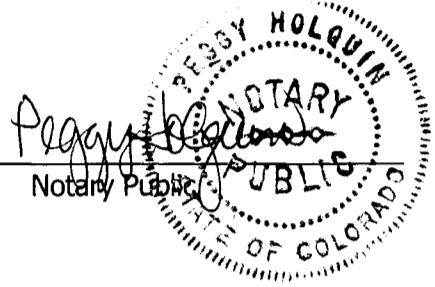
  
\_\_\_\_\_  
Kimberly Bridge, Managing Member

  
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Mitchell D. Bridge, Managing Member

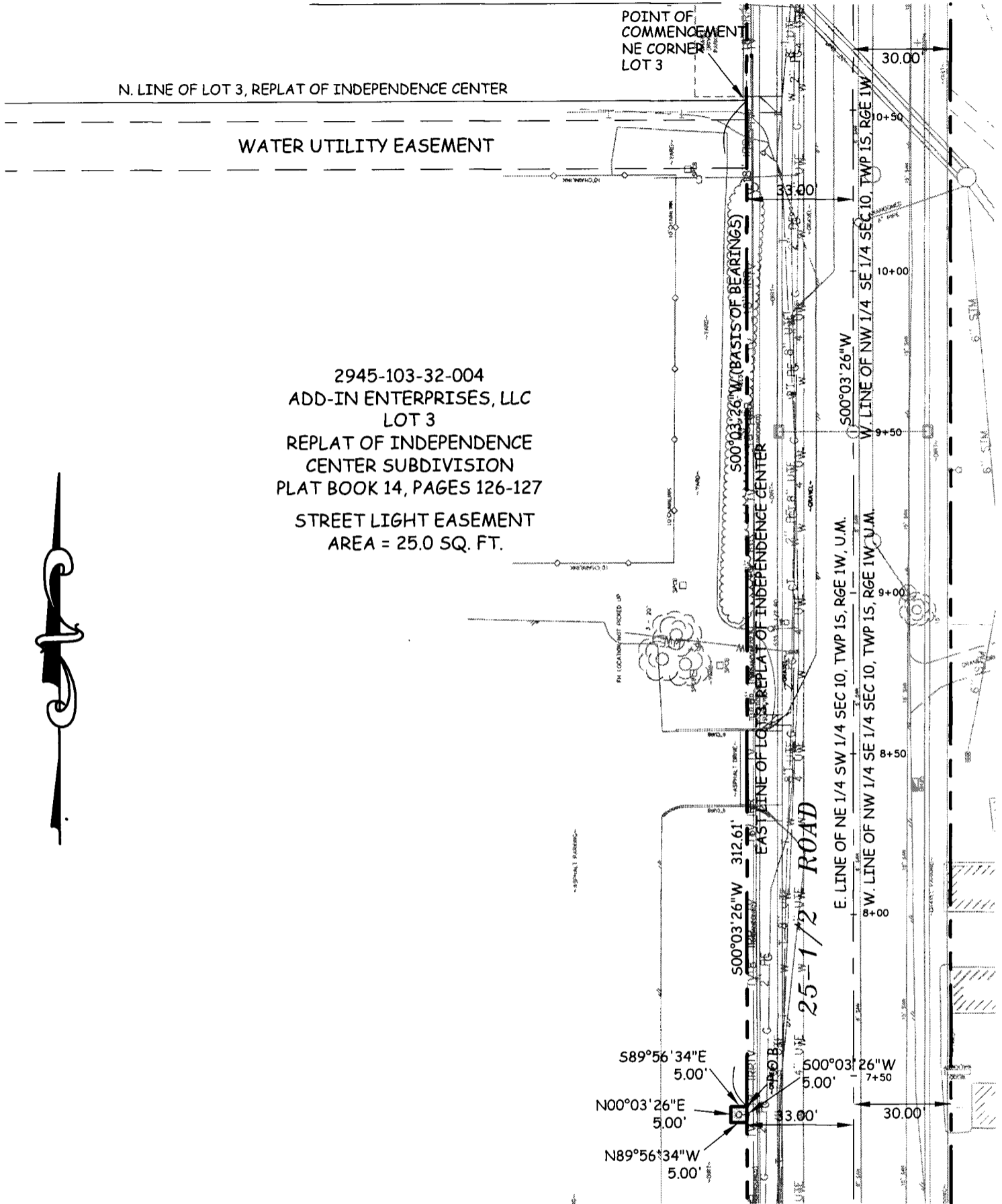
State of Colorado            )  
  )ss.  
County of Mesa                )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2004, by Kimberly Bridge and Mitchell D. Bridge, Managing Members of Ad-In Enterprises, LLC, A Colorado Limited Liability Company.

My commission expires 3.3.05.  
Witness my hand and official seal.



# EXHIBIT "A"



2945-103-32-004  
 ADD-IN ENTERPRISES, LLC  
 LOT 3  
 REPLAT OF INDEPENDENCE  
 CENTER SUBDIVISION  
 PLAT BOOK 14, PAGES 126-127  
 STREET LIGHT EASEMENT  
 AREA = 25.0 SQ. FT.



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

REVISED: 1-28-2004

DRAWN BY: P.T.K.  
 DATE: 01-02-2004  
 SCALE: 1" = 40'  
 APPR. BY: TW

25.5 ROAD  
 STREET LIGHT EASEMENT

ADD-IN ENTERPRISES, LLC  
 2945-103-32-004

**CITY OF**  
**grand junction**  
 COLORADO  
 serving the community together