

ADI04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

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

PURPOSE: SLOPE EASEMENT - A PERPETUAL EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF MATERIALS PROVIDING SLOPE STABILITY FOR PUBLIC ROADWAY IMPROVEMENTS

ADDRESS: 535 25 1/2 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

When recorded return to:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

GRANT OF SLOPE EASEMENT

Add-In Enterprises, LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of One Thousand Two Hundred Eighty-Three and 63/100 Dollars (\$1,283.63), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey unto 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 materials providing slope stability for public roadway improvements, 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 10.00 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 228.20 feet; thence N 89°56'34" W a distance of 5.00 feet; thence N 00°03'26" E a distance of 228.19 feet; thence N 89°58'16" E a distance of 5.00 feet, more or less, to the Point of Beginning.

CONTAINING 1,141.0 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 to enter upon said premises with 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 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 the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may 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 Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques.
3. Grantor hereby covenants with Grantee it has good title to the herein described 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 19th day of February, 2004.

Kimberly Bridge
Kimberly Bridge, Managing Member

Mitchell D. Bridge
Mitchell D. Bridge, Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 19th 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.

Peggy Holman
Notary Public

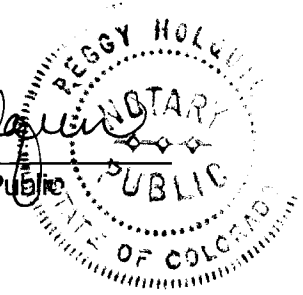
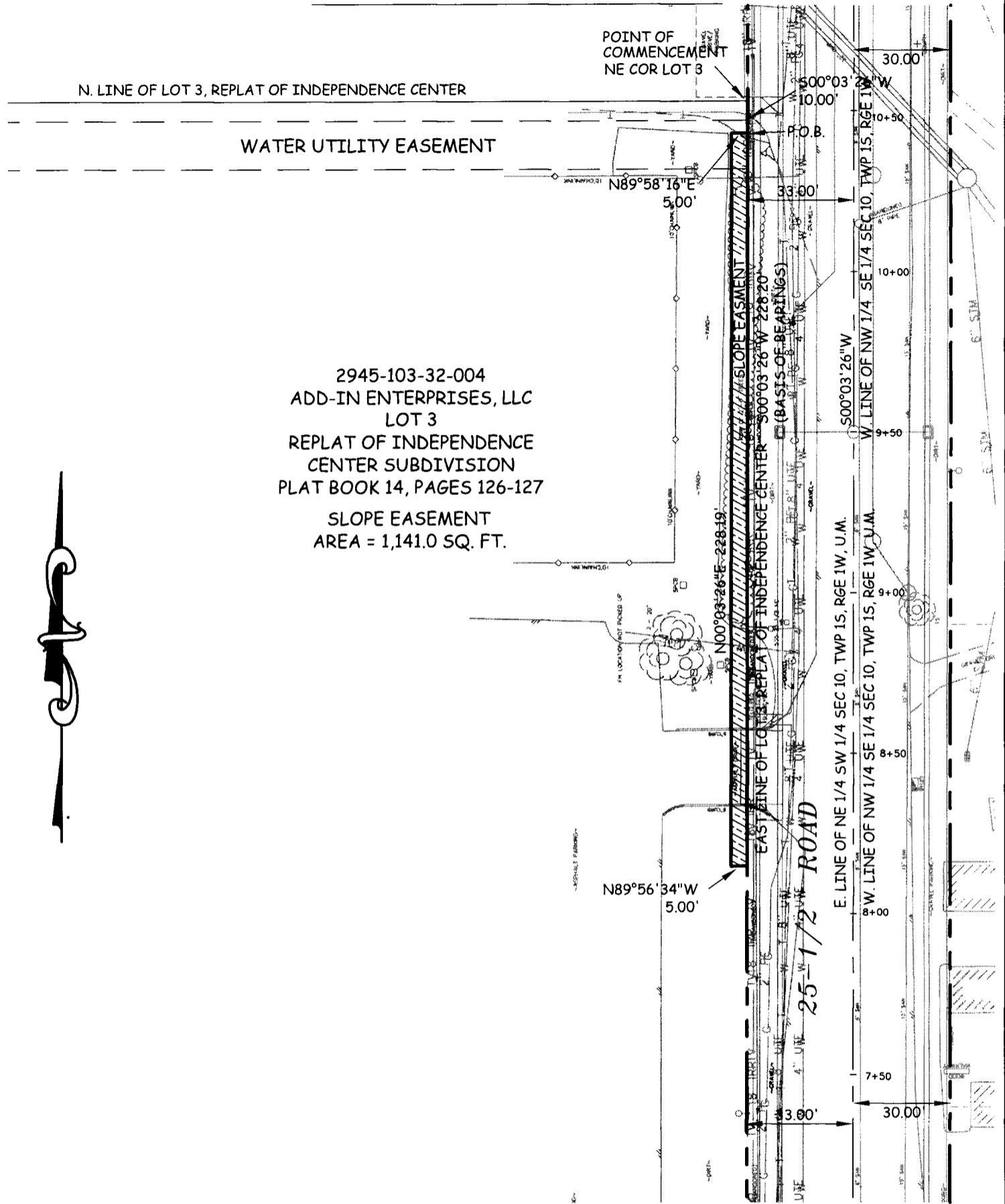


EXHIBIT "A"



2945-103-32-004
 ADD-IN ENTERPRISES, LLC
 LOT 3
 REPLAT OF INDEPENDENCE
 CENTER SUBDIVISION
 PLAT BOOK 14, PAGES 126-127
 SLOPE EASEMENT
 AREA = 1,141.0 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.

DRAWN BY: P.T.K. DATE: 01-04-2004 SCALE: 1" = 40' APPR. BY: IW	25.5 ROAD SLOPE EASEMENT ADD-IN ENTERPRISES, LLC 2945-103-32-004	CITY OF grand junction COLORADO serving the community together
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RECORDER NOTE: POOR QUALITY DOCUMENT
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