

ADN04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

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

PURPOSE: ELECTRIC AND TELECOMMUNICATIONS EASEMENT
- A PERPETUAL EASEMENT FOR THE INSTALLATION, OPERATION,
MAINTENANCE, REPAIR AND REPLACEMENT FO ELECTRIC AND
TELECOMMUNICATIONS 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

WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

3

PAGE DOCUMENT

2179663 BK 3598 PG 888-890
03/03/2004 10:01 AM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Add-In Enterprises LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of One Thousand Two Hundred Fifteen and 00/100 Dollars (\$1,215.00), 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 5th Street, Grand Junction, Colorado 81501, for the use and benefit of Grantee and for the use and benefit of the Public Utilities, the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of Electric and Telecommunications facilities on, along, over, under, through and across the following described Parcel of land, to wit:

A certain perpetual utility 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:

BEGINNING 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 Beginning, 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; thence S 89°58'16" W, parallel with the North line of said Lot 3, a distance of 30.00 feet; thence N 00°03'26" E a distance of 10.00 feet to a point on the North line of said Lot 3; thence N 89°58'16" E along the North line of said Lot 3, a distance of 30.00 feet, more or less, to the Point of Beginning.

CONTAINING 300.0 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 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 areas shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or 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 the herein described 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 Holquin
Notary Public

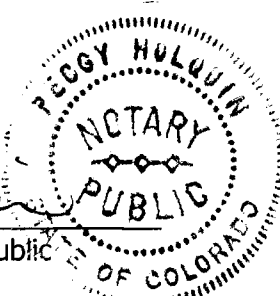
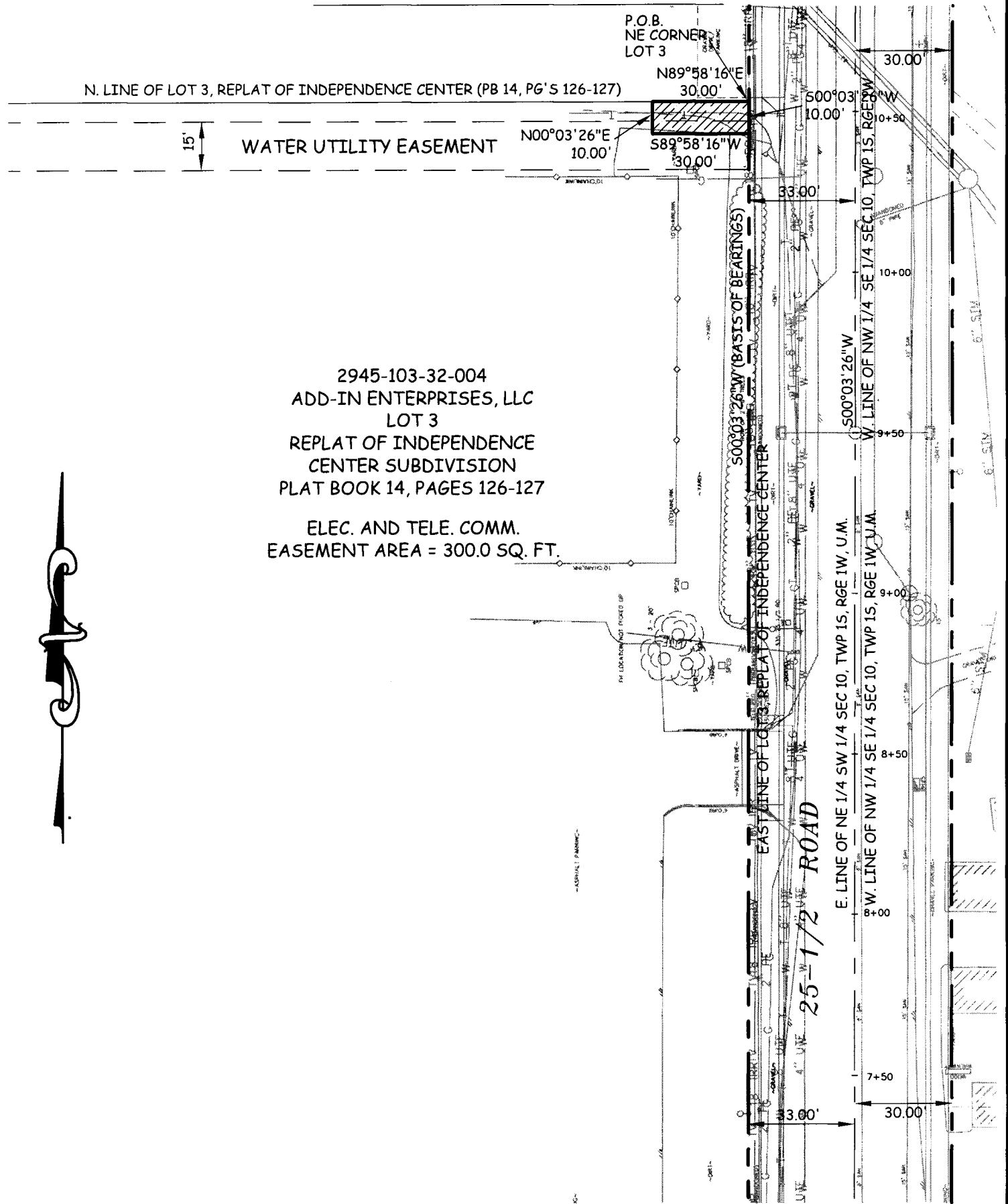


EXHIBIT "A"



2945-103-32-004
 ADD-IN ENTERPRISES, LLC
 LOT 3
 REPLAT OF INDEPENDENCE
 CENTER SUBDIVISION
 PLAT BOOK 14, PAGES 126-127
 ELEC. AND TELE. COMM.
 EASEMENT AREA = 300.0 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: 01-02-2004 SCALE: 1" = 40' APPR. BY: TW	25.5 ROAD ELECTRIC & TELECOMMUNICATIONS EASEMENT <hr/> ADD-IN ENTERPRISES, LLC 2945-103-32-004	CITY OF grand junction COLORADO serving the community together
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