

BBB0725R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (ACCESS)
NAME OF PROPERTY OWNER OR GRANTOR:	BBBS ENTERPRISES, LLC.
PURPOSE:	TROLLEY PARK OFFICE/WAREHOUSE
ADDRESS:	552 25 ROAD "B"
TAX PAREL NO.:	2945-102-33-002
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

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

RECEPTION #: 2402816, BK 4519 PG 4 09/20/2007 at  
02:39:12 PM, 1 OF 4, R \$20.00 S \$1.00 EXEMPT Doc  
Code: EASEMENT  
Janice Rich, Mesa County, CO CLERK AND RECORDER

**GRANT OF ACCESS EASEMENT**

**BBBS Enterprises LLC, a Colorado limited liability company, Grantor**, whose address is 560 East Saddle Drive, Grand Junction, CO 81503, for and in consideration of the sum of Ten and 00/100 (\$10.00) and other good and valuable consideration; 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, for the use and benefit of Grantee, a non-exclusive easement for vehicular and pedestrian ingress and egress purposes, on, along, over, through and across the following described Parcel of land, to wit:

A tract of land situated in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West, of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Commencing at the Southwest corner of Lot 2 Trolley Park Subdivision as recorded in Plat Book 14 at Page 281 of the Mesa County Clerk and Recorder's Office from whence the West Quarter Corner of said Section 10 bears N86°34'09"W a distance of 226.68 feet; thence S89°58'05"W a distance of 159.62 feet to the POINT OF BEGINNING; thence along a non-tangent curve to the left with a radius of 20.00 feet and an arc length of 13.57 feet whose chord bears N19°26'08"E a distance of 13.31 feet; thence N0°00'00"E a distance of 30.00 feet; thence N90°00'00"E a distance of 20.00 feet; thence S0°00'00"W a distance of 42.54 feet; thence S89°58'05"W a distance of 24.43 feet to the POINT OF BEGINNING.

Said tract of land contains 868.5 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, subject to the terms and conditions contained herein.

1. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement 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 impede or prevent reasonable ingress and egress for workers and equipment on, along, over, through and across the Easement.
2. Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee shall repair, replace and restore, within a reasonable time and at Grantee's sole cost and expense, any and all damages to the Easement area which may be caused by Grantee's utilization of the Easement and the rights herein conveyed.
3. Grantee's utilization of the Easement shall be specifically limited to vehicular and pedestrian ingress and egress purposes. The easement rights herein granted do not include the right to alter or expand utilization of the Easement for any other purposes unless such uses are authorized by subsequent conveyance instrument(s).
4. 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, excepting all reservations, rights-of-way, restrictions, covenants and other encumbrances of record.

5. If the ingress/egress easement is abandoned, Grantor shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 28 day of AUGUST, 2007.

BBBS Enterprises LLC,  
a Colorado limited liability company

James P. Billings  
James P. Billings, member

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2007, by James P. Billings, member, BBBS Enterprises LLC, a Colorado limited liability company.

My commission expires: 4/15/2010

Witness my hand and official seal.

Patricia Belcastro  
Notary Public



BBBS Enterprises LLC,  
a Colorado limited liability company

Robert M. Belcastro  
Robert M. Belcastro, member

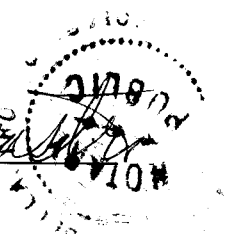
State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2007, by Robert M. Belcastro, member, BBBS Enterprises LLC, a Colorado limited liability company.

My commission expires: 4/15/2010

Witness my hand and official seal.

Patricia Belcastro  
Notary Public



BBBS Enterprises LLC,  
a Colorado limited liability company

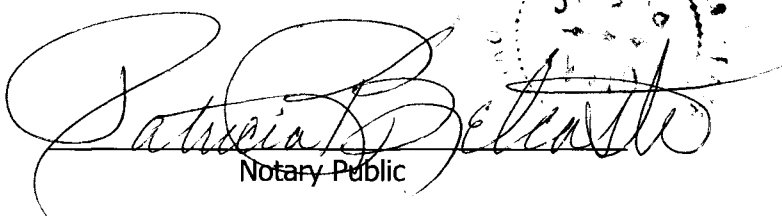
  
\_\_\_\_\_  
Samuel E. Haupt, member

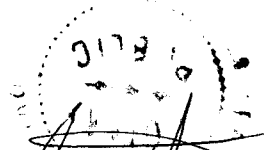
State of Colorado     )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2007, by Samuel E. Haupt, member, BBBS Enterprises LLC, a Colorado limited liability company.

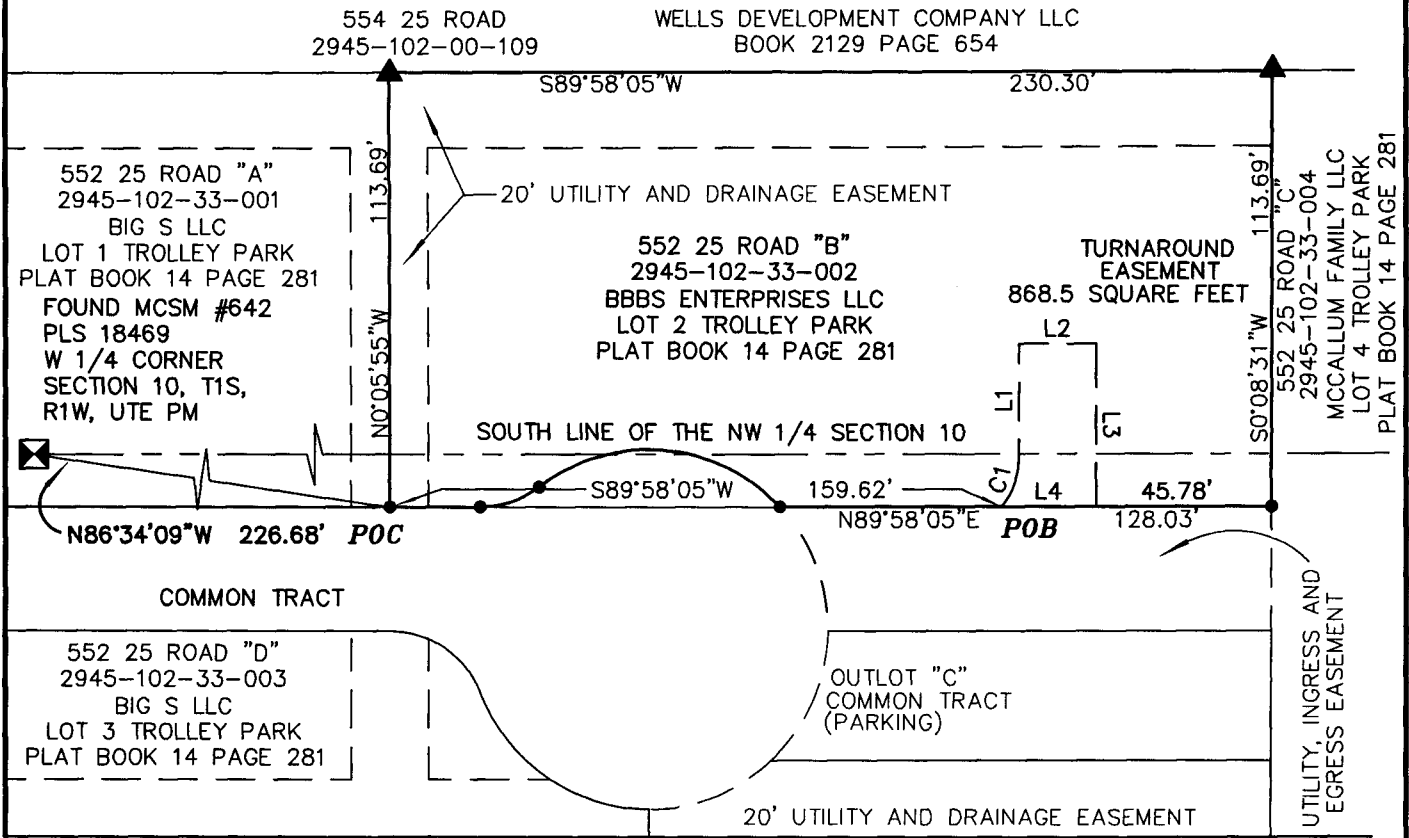
My commission expires: 4/15/2010

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public



# EXHIBIT "A"



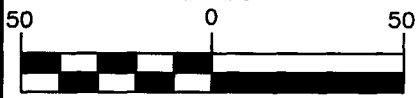
RIVERSIDE CROSSING SUBDIVISION

### CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	38°52'15"	13.57'	20.00'	N19°26'08"E	13.31'



**GRAPHIC SCALE:**  
1"=50'



### LINE TABLE

NUM	BEARING	DISTANCE
L1	N0°00'00"E	30.00'
L2	N90°00'00"E	20.00'
L3	S0°00'00"W	42.54'
L4	S89°58'05"W	24.43'

### LEGEND:

- POC** POINT OF COMMENCEMENT
- POB** POINT OF BEGINNING
- ☒ FOUND SURVEY MONUMENT
- ▲ FOUND No. 5 REBAR PLS 9331
- RECOVERED No. 5 REBAR WITH ALUMINUM CAP PLS 37904



**LEGAL DESCRIPTION SKETCH**  
SITUATED IN THE W 1/2 SECTION 10, T 1 S, R 1 W, UTE P.M.

**552 25 ROAD**

TAX # 2945-102-33-002    OWNER: BBBS ENTERPRISES LLC

CLIENT: SUNSET BUILDERS    JOB #: 2006080    FIELD WORK: PWC  
DATE: 12/01/06    DRAWING NAME: SKETCH    DRAWN BY: PWC

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S. No. 37904  
695 36 ROAD  
PALISADE, CO 81526  
PHONE (970)986-0522