

DOD04255

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	THE DODD FAMILY TRUST
PURPOSE:	STREET LIGHT EASEMENT FOR THE USE OF THE PUBLIC UTILITIES AT 25 ½ ROAD
ADDRESS:	930 INDEPENDENT AVENUE
PARCEL NO:	2945-103-00-064
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2004
EXPIRATION:	NONE
DESTRUCTION:	NONE

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

2181649 BK 3606 PG 485-487
03/12/2004 03:44 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF STREET LIGHT EASEMENT

The Dodd Family Trust, dated January 2, 2002, Dwayne Dodd, Trustee, Grantor, for and in consideration of the sum of One Hundred Six and 88/00 Dollars (\$106.88), 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 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 more particularly described as follows:

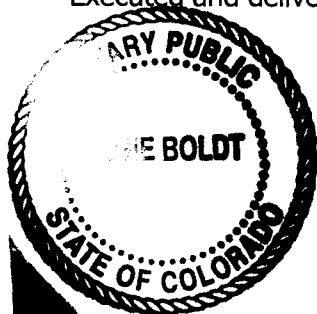
COMMENCING at the Southeast corner of the NE 1/4 SW 1/4 of said Section 10 and assuming the South line of the NE 1/4 SW 1/4 bears S 89°59'23" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°03'26" E along the East line of the NE 1/4 SW 1/4 of said Section 10, a distance of 163.47 feet; thence N 89°56'34" W a distance of 33.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue 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; thence S 00°03'26" W 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 "C"** 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 8th day of March, 2004.



My Commission Expires May 21, 2007

The Dodd Family Trust, dated January 2, 2002

Dwayne Dodd, Trustee
Dwayne Dodd, Trustee

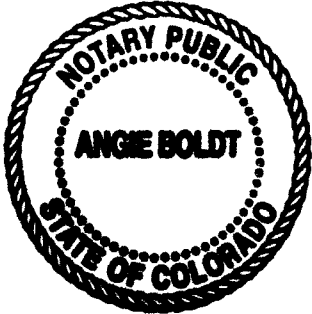
State of)
)ss.
County of)

The foregoing instrument was acknowledged before me this 8th day of March, 2004, The Dodd Family Trust, Dated January 2, 2002, Dwayne Dodd, Trustee.

My commission expires: 5/21/07

Witness my hand and official seal.

Angie Boldt
Notary Public



My Commission Expires May 21, 2007

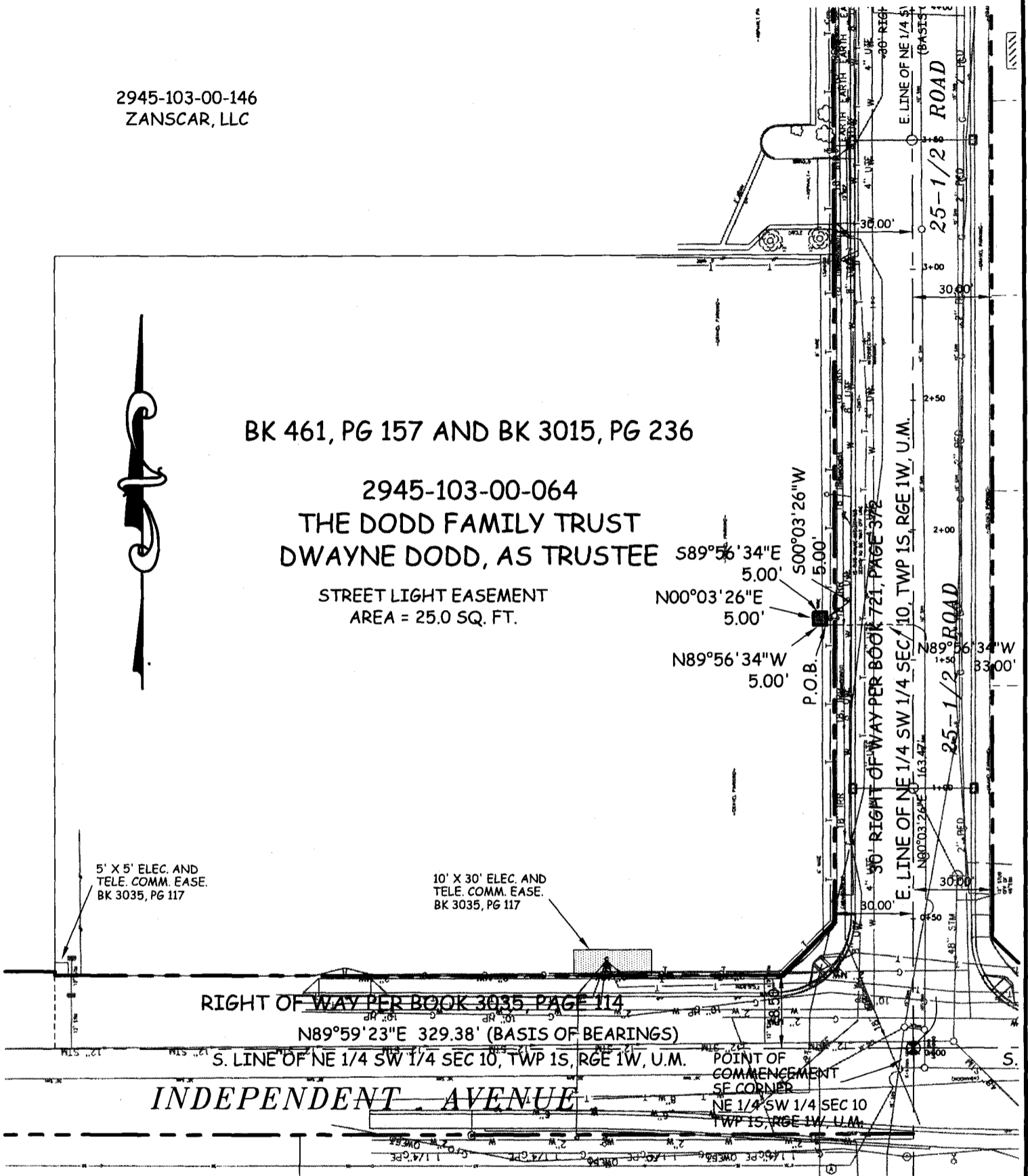
EXHIBIT "A"

2945-103-00-146
ZANSCAR, LLC

BK 461, PG 157 AND BK 3015, PG 236

2945-103-00-064
THE DODD FAMILY TRUST
DWAYNE DODD, AS TRUSTEE

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: 1-27-04

DRAWN BY: P.T.K.
DATE: 01-05-2004
SCALE: 1" = 50'
APPR. BY: TW

25.5 ROAD
STREET LIGHT EASEMENT
THE DODD FAMILY TRUST
DWAYNE DODD, AS TRUSTEE
2945-103-00-064

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