

DOD04IDP

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF CONTRACTOR:	THE DODD FAMILY TRUST DWAYNE DODD, TRUSTEE
SUBJECT / PROJECT:	25 ½ ROAD IMPROVEMENT PROJECT
ADDRESS:	930 INDEPENDENT AVENUE
PARCEL:	2945-103-00-064
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

2181650 BK 3606 PG 488-490
03/12/2004 03:44 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF SLOPE EASEMENT

The Dodd Family Trust dated January 2, 2002, Dwayne Dodd, Trustee, Grantor, for and in consideration of the sum of Five Hundred Five and 04/100 Dollars (\$505.04), 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 Slope Easement lying in the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, 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 305.95 feet; thence S 89°59'04" W a distance of 33.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°03'26" W along a line 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 255.95 feet; thence S 45°00'01" W a distance of 1.84 feet; thence N 00°06'08" W a distance of 257.25 feet; thence N 89°59'04" E a distance of 2.01 feet, more or less, to the Point of Beginning.

CONTAINING 425.3 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 8th day of March, 2004.

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

The foregoing legal description was prepared by P. Krick, 250 North 5th Street, Grand Junction, Colorado 81501.

EXHIBIT "A"

2945-103-00-146
ZANSCAR, LLC

N89°59'04"E
2.01'

BK 461, PG 157 AND BK 3015, PG 236

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

SLOPE EASEMENT
AREA = 425.3 SQ. FT.



5' X 5' ELEC. AND
TELE. COMM. EASE.
BK 3035, PG 117

10' X 30' ELEC. AND
TELE. COMM. EASE.
BK 3035, PG 117

S45°00'01"W
1.84'

RIGHT OF WAY PER BOOK 3035, PAGE 114

N89°59'23"E 329.38' (BASIS OF BEARINGS)

S. LINE OF NE 1/4 SW 1/4 SEC 10, TWP 15, RGE 1W, U.M.

INDEPENDENT AVENUE

POINT OF
COMMENCEMENT
SE CORNER
NE 1/4 SW 1/4 SEC 10
TWP 15, RGE 1W, U.M.

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: 01-05-2004
SCALE: 1" = 50'
APPR. BY: TW

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

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