

GRN0826S

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD: NAME OF PROPERTY	EASEMENT (SLOPE)
OWNER OR GRANTOR:	GREEN LEAF PARTNERS, LLC.
PURPOSE:	G ½ ROAD AT LEACH CREEK SLOPE EASEMENT
ADDRESS:	755 26 ROAD
PARCEL #:	2701-341-00-120
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2008
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

**GRANT OF SLOPE EASEMENT**

**Green Leaf Partners, LLC, a Colorado Limited Liability Company, Grantor**, whose address is 755 26 Rd, Grand Junction, CO, 81506 for and in consideration of the sum of Three Hundred Fourteen and 00/100 Dollars (\$314.00) 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, 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 parcel of land located in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Northeast corner of the NE 1/4 SE 1/4 of said Section 34 and assuming the East line of the NE 1/4 SE 1/4 of said Section 34 to bear S00°11'03"W with all bearings contained herein relative thereto; thence S89°51'46"W along the North line of the NE 1/4 SE 1/4 of said Section 34 a distance of 86.92 feet to a point on the westerly right of way of 26 Road as recorded in Book 867, Page 235 of the Mesa County, Colorado public records; thence S05°27'26"E along said right of way of 26 Road a distance of 176.51 feet to a point on the Northerly right of way of G 1/2 Road as defined in Book 2392, Page 307 of the Mesa County, Colorado public records; thence along said Northerly right of way of G 1/2 Road the following 4 courses: (1) S63°44'24"W a distance of 67.07 feet; (2) thence S73°56'30"W a distance of 192.85 feet to the Point of Beginning; (3) thence S73°56'30"W a distance of 65.00 feet; (4) thence N86°11'29"W a distance of 17.77 feet; thence leaving said right of way N77°46'53"E a distance of 81.93 feet, more or less to the Point of Beginning.

Said parcel contains 196.00 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 construction and repair machinery, subject to the terms and conditions contained herein.

1. The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. 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 prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easements.

2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said irrigation and drainage improvements shall be performed with due care using commonly accepted standards and techniques without cost to Grantor.

3. Grantor hereby covenants with Grantee it has good title to the described Property.

4. If the slope improvements contemplated to be built within the Easement are not constructed or are 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 14 day of February, 2008.

Grantor:  
Green Leaf Partners, LLC  
a Colorado Limited Liability Company,

By: [Signature]  
Dennis Hill, Member

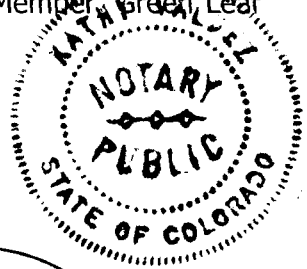
By: [Signature]  
Daniel T. Komlo, Member

State of Colorado )  
                          )ss.  
County of Mesa    )

The foregoing instrument was acknowledged before me this 14 day of February, 2008, by Dennis Hill, Member and Daniel T. Komlo, Member, Green Leaf Partners, LLC, a Colorado Limited Liability Company.

My commission expires 11-17-08.

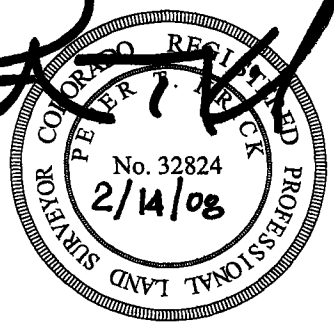
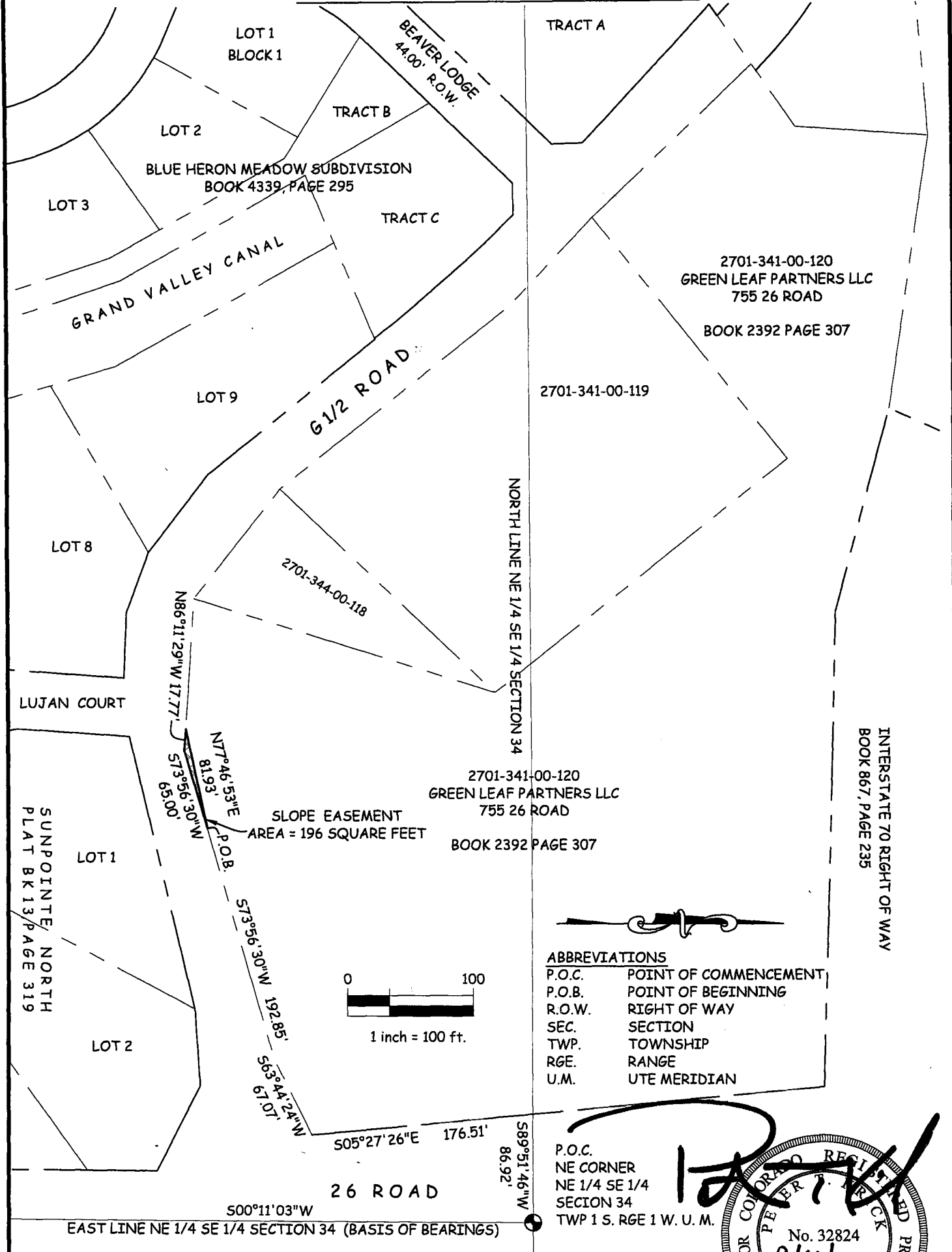
Witness my hand and official seal.



[Signature]  
Notary Public



# EXHIBIT "A"



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: TLP  
 DATE: 2-04-08  
 SCALE: 1" = 100'  
 APPR. BY: PTK

**G 1/2 ROAD AT LEACH CREEK  
 SLOPE EASEMENT**  
**GREEN LEAF PARTNERS LLC**

