

ZAN04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: ZANSCAR, LLC

PURPOSE: SLOPE EASEMENT - PERPETUAL EASEMENT FOR  
THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND  
REPLACEMENT OF MATERIALS PROVIDING SLOPE STABILITY FOR  
PUBLIC ROADWAY IMPROVEMENTS - FOR 25.5 ROAD PROJECT

ADDRESS: 1048 INDEPENDENT AVENUE

PARCEL#: 2945-103-00-146

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 5<sup>th</sup> Street  
Grand Junction, CO 81501

2183004 BK 3612 PG 459-461  
03/23/2004 09:32 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$15.00 SurChs \$1.00  
DocFee EXEMPT

**GRANT OF SLOPE EASEMENT**

Zanscar, LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of Sixty-Five and 03/100 Dollars (\$65.03), 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 non-exclusive 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 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 Northeast corner of the NE 1/4 SW 1/4 of said Section 10 and assuming the East line of the NE 1/4 SW 1/4 bears S 00°03'26" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, S 00°03'26" W along the East line of the NE 1/4 SW 1/4 of said Section 10, a distance of 797.20 feet; thence N 89°59'04"W a distance of 30.00 feet to a point on the West right of way of 25-1/2 Road, being a line 30.00 feet West of and parallel with the East line of the NE 1/4 SW 1/4 of said Section 10, as same is described in Book 721, Page 372, public Records of Mesa County, Colorado; thence S 00°03'26" W along the West right of way for 25-1/2 Road, a distance of 205.38 to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°03'26" W along the said West right of way for 25-1/2 Road, a distance of 9.62 feet to a point on the South line of that certain property described in a Warranty Deed recorded in Book 2119, Page 224, Public Records of Mesa County, Colorado; thence S 89°59'04" W along the South line of said property, a distance of 6.00 feet; thence N 00°03'26" E along a line 6.00 feet West of and parallel with the West right of way for 25-1/2 Road, a distance of 9.65 feet; thence S 89°43'58" E, a distance of 6.00 feet, more or less, to the Point of Beginning.

CONTAINING 57.80 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.

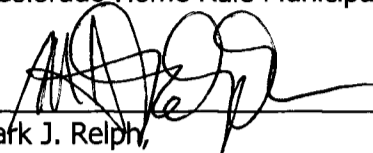
2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using commonly accepted standards and techniques. Grantee further agrees that the rights herein conveyed shall be exercised so as to minimize interference with Grantor's operations including without limitation, assuring reasonable ingress and egress.

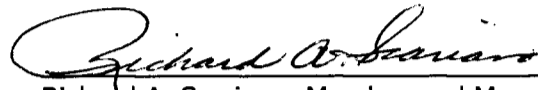
3. Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 22<sup>ND</sup> day of March, 2004.

City of Grand Junction,  
a Colorado Home Rule Municipality,

Zanscar, LLC  
a Colorado Limited Liability Company,

  
\_\_\_\_\_  
Mark J. Relph,  
Public Works and Utilities Director

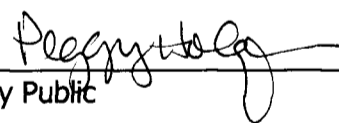
  
\_\_\_\_\_  
Richard A. Scariano, Member and Manager

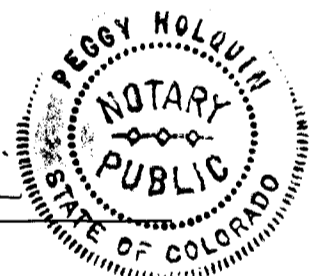
State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 2004, by Richard A. Scariano, Member and Manager of Zanscar, LLC, a Colorado Limited Liability Company.

My commission expires: 3.3.05

Witness my hand and official seal.

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

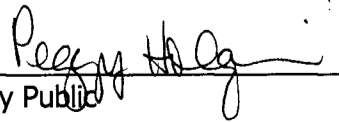


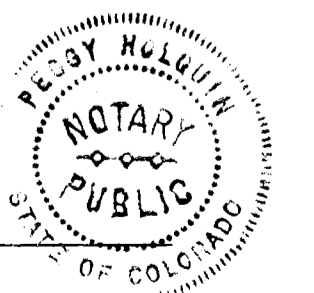
State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of March, 2004, by Mark J. Relph, Public Works and Utilities Director for the City of Grand Junction, a Home Rule Municipality.

My commission expires: 3.3.05

Witness my hand and official seal.

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



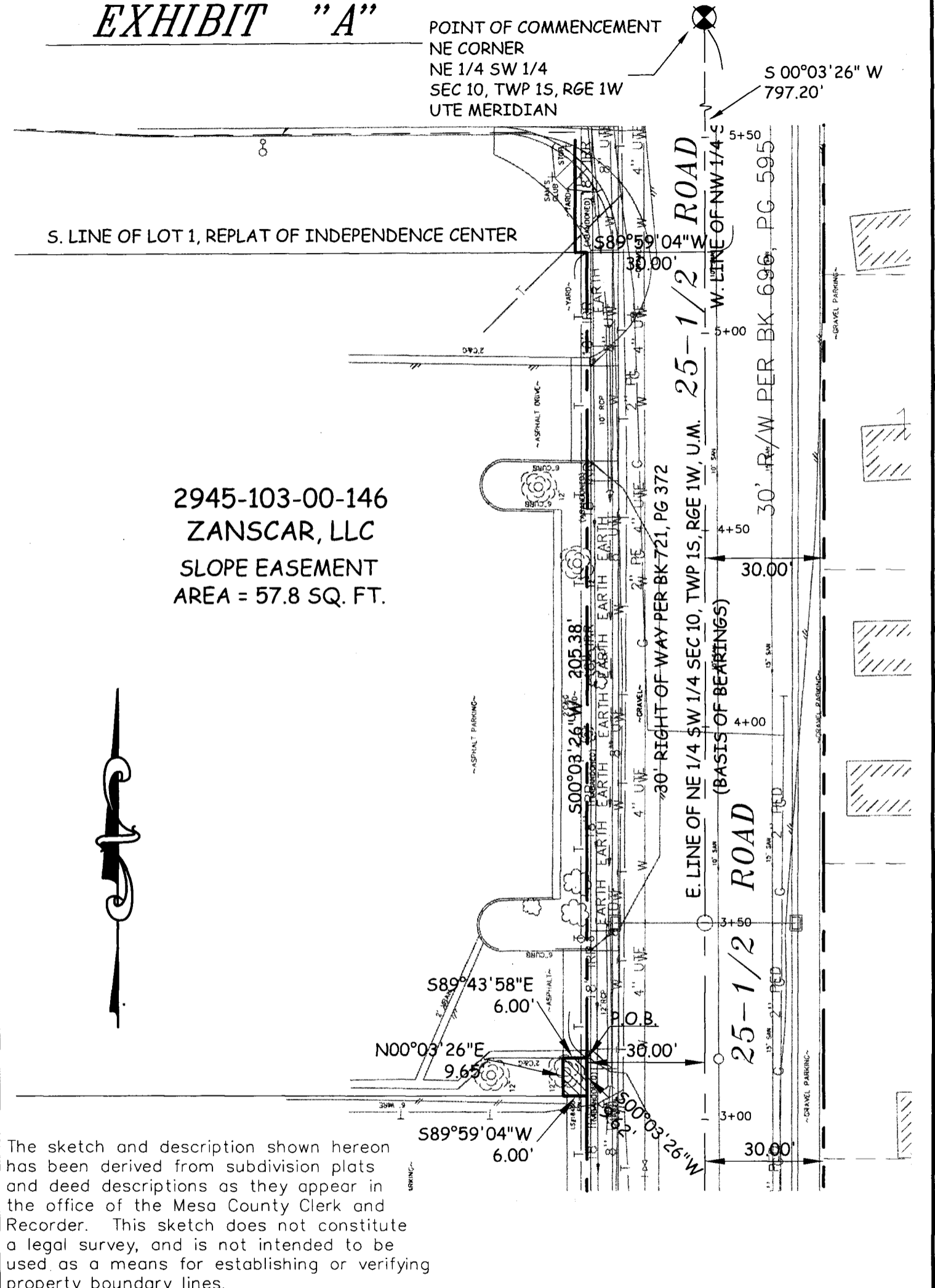
# EXHIBIT "A"

POINT OF COMMENCEMENT  
NE CORNER  
NE 1/4 SW 1/4  
SEC 10, TWP 1S, RGE 1W  
UTE MERIDIAN

S 00°03'26" W  
797.20'

S. LINE OF LOT 1, REPLAT OF INDEPENDENCE CENTER

2945-103-00-146  
ZANSCAR, LLC  
SLOPE EASEMENT  
AREA = 57.8 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.

<p>DRAWN BY: P.T.K. DATE: 01-05-2004 SCALE: 1" = 30' APPR. BY: TW</p>	<p>25.5 ROAD SLOPE EASEMENT  ZANSCAR, LLC 2945-103-00-146</p>	<p>CITY OF <b>grand junction</b> COLORADO serving the community together</p>
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