

ZNS04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: ZANSCAR, LLC.

PURPOSE: PERPETUAL EASEMENT FOR THE INSTALLATION,
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A STREET
LIGHT TOGETHER WITH FACILITIES - 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

GRANT OF STREET LIGHT EASEMENT

Zanscar, LLC, a Colorado Limited Liability Company, Grantor, for and in consideration of the sum of One Hundred One and 25/100 Dollars (\$101.25), 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 non-exclusive 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 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 969.73 feet; thence N 89°56'34"W a distance of 33.00 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 00°03'26" W a distance of 5.00 feet; thence S 89°45'25" W a distance of 5.00 feet; thence N 00°03'26" E a distance of 5.03 feet; thence S 89°56'34" E, a distance of 5.00 feet, more or less, to the Point of Beginning.

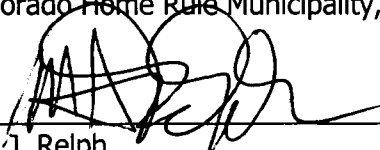
CONTAINING 25.0 Square Feet, more or less, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

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 utility construction and repair machinery, subject to the terms and considerations contained herein.

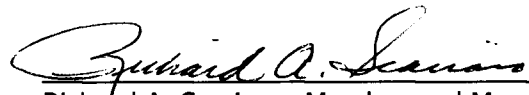
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee 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. 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 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 22nd day of March, 2004.

City of Grand Junction,
a Colorado Home Rule Municipality,


Mark J. Relph,
Public Works and Utilities Director

Zanscar, LLC
a Colorado Limited Liability Company,


Richard A. Scariano, Member and Manager

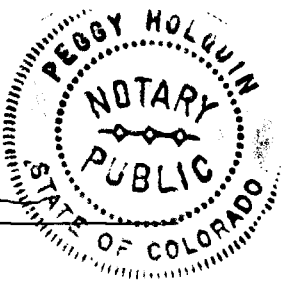
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 22nd 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.

Peggy Holquin
Notary Public



State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 22nd 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.

Peggy Holquin
Notary Public

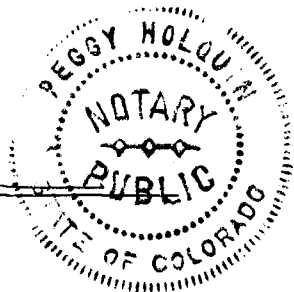


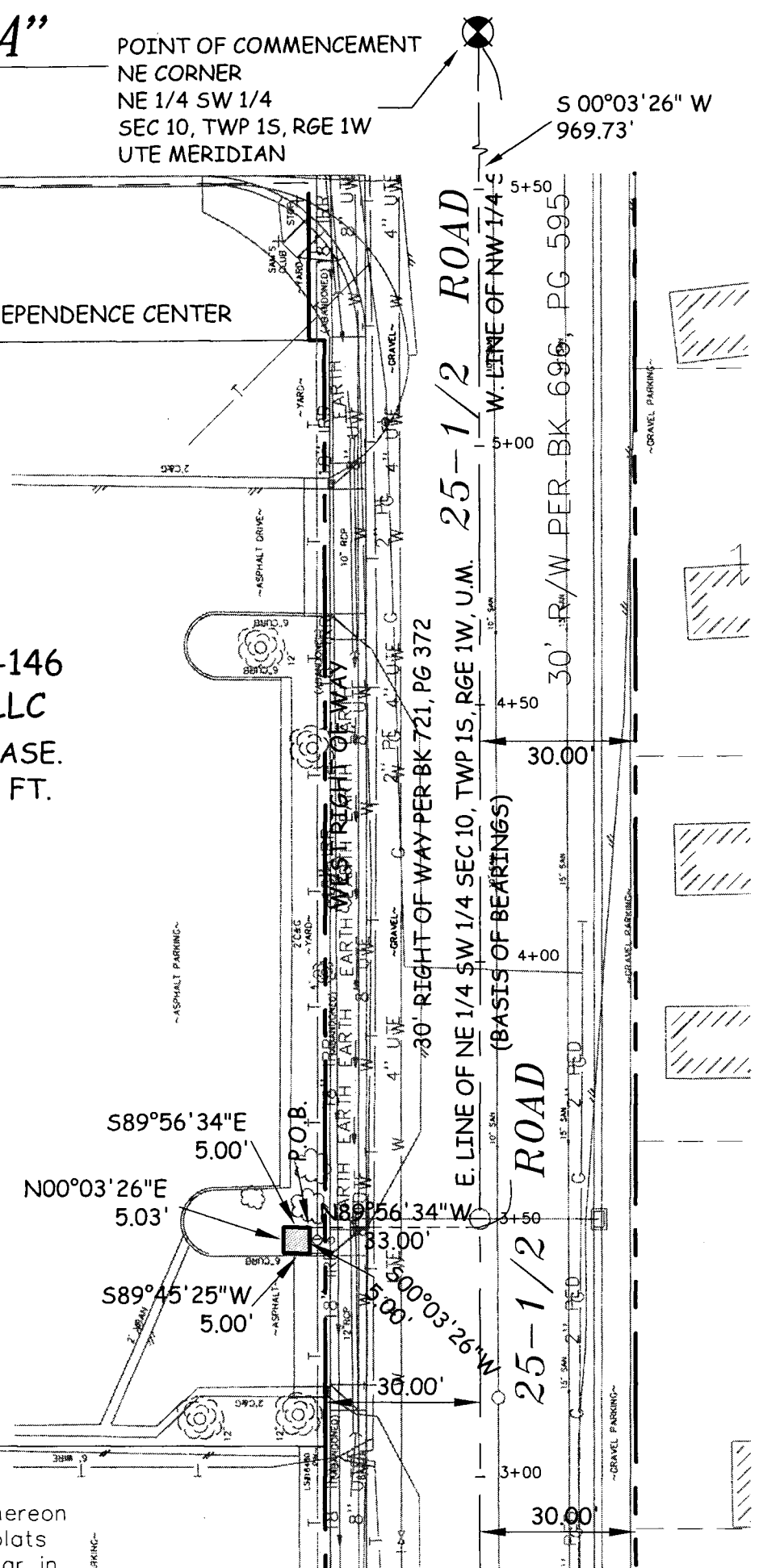
EXHIBIT "A"

POINT OF COMMENCEMENT
NE CORNER
NE 1/4 SW 1/4
SEC 10, TWP 15, RGE 1W
UTE MERIDIAN

5 00°03'26" W
969.73'

S. LINE OF LOT 1, REPLAT OF INDEPENDENCE CENTER

2945-103-00-146
ZANSCAR, LLC
STREET LIGHT EASE.
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: 1-28-2004

DRAWN BY: P.T.K.
DATE: 01-05-2004
SCALE: 1" = 30'
APPR. BY: TW

25.5 ROAD
STREET LIGHT EASEMENT

ZANSCAR, LLC
2945-103-00-146

CITY OF
grand junction
COLORADO
serving the community together