

ZSR04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (MULTI-PURPOSE)**

NAME OF PROPERTY OWNER OR GRANTOR: ZANSCAR LLC.

PURPOSE: PERPETUAL EASEMENT FOR THE INSTALLATION,
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF UTILITIES
AND APPURTENANCES - FOR THE 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 MULTI-PURPOSE EASEMENT

Zanscar LLC, a Colorado Limited Liability Company, for and in consideration of the sum of One Thousand Four Hundred Fifty-One and 25/100 Dollars (\$1,451.25), the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby 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 non-exclusive Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcels of land, to wit:

A certain perpetual multi-purpose 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, as same is described in Book 721, Page 372, public Records of Mesa County, Colorado and being the POINT OF BEGINNING; thence from said Point of Beginning, S 00°03'26" W along the West right of way for 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, a distance of 215.00 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 3.00 feet; thence N 00°03'26" E along a line 3.00 feet West of and parallel with the West right of way for 25-1/2 Road, a distance of 215.00 feet, more or less, to a point on the North line of that certain property described in Book 2119, Page 224, Public Records of Mesa County, Colorado; thence N 89°59'04" E, along said North line, a distance of 3.00 feet, more or less, to the Point of Beginning.

CONTAINING 645.00 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 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.

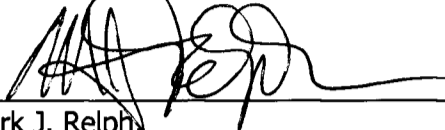
1. Grantor shall have the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee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

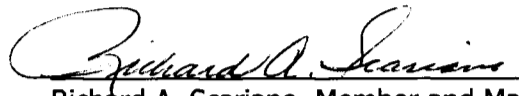
Executed and delivered this 22nd day of March, 2004.

City of Grand Junction,
a Colorado Home Rule Municipality,

Zanscar, LLC
a Colorado Limited Liability Company,



Mark J. Relph,
Public Works and Utilities Director



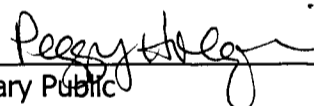
Richard A. Scariano, Member and Manager

State of Colorado)
)ss.
County of Mesa)

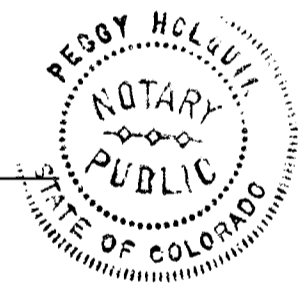
The foregoing instrument was acknowledged before me this 22nd day of March, 2004, by Richard A. Scariano, Member and Manager of Zanscar, LLC, a Colorado Limited Liability Company.

My commission expires: 3.3.05

Witness my hand and official seal.



Notary Public

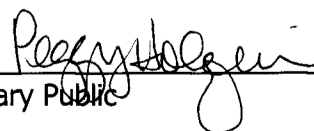


State of Colorado)
)ss.
County of Mesa)

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.



Notary Public

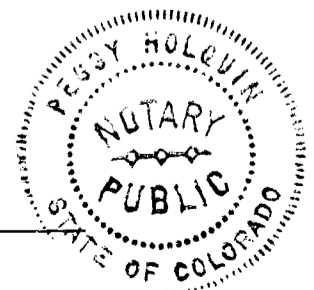
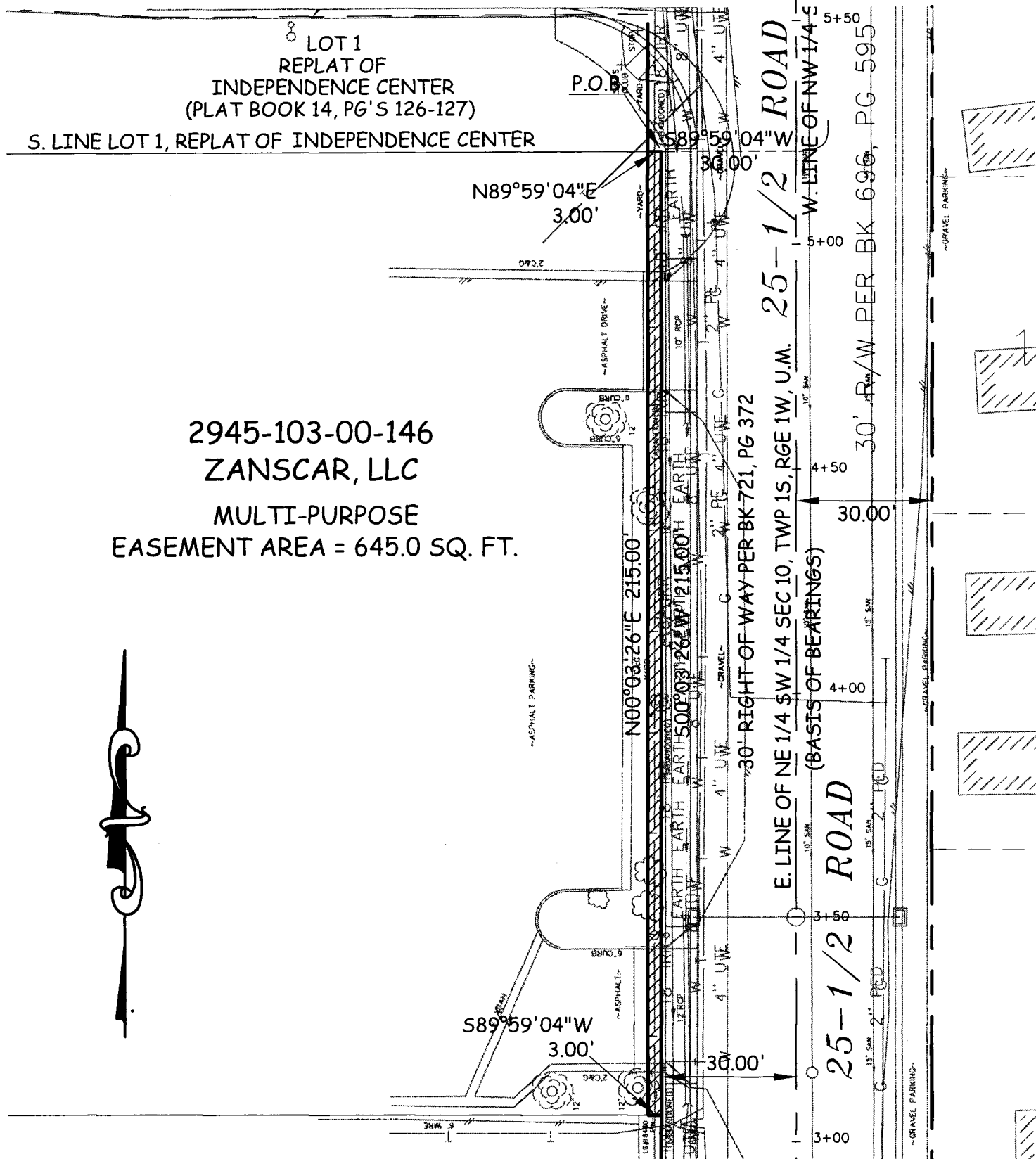


EXHIBIT "A"

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'



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: 01-04-2004
SCALE: 1" = 30'
APPR. BY: IW

25.5 ROAD
MULTI-PURPOSE EASEMENT

ZANSCAR, LLC
2945-103-00-146

CITY OF
grand junction
COLORADO
serving the community together