

BLN04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: LEE ANN BLANEY

PURPOSE: RETAINING WALL EASEMENT - A PERPETUAL
EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE,
REPAIR AND REPLACEMENT OF A RETAINING WALL PROVIDING
STABILITY FOR PUBLIC ROADWAY IMPROVMENTS

ADDRESS: 1834 MINNOW DRIVE - LOT 5 OF BLOCK 7 OF
WEST LAKE PARK SUBDIVISION

PARCEL#: 2945-104-02-007

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

2176991 BK 3587 PG 766-768
02/13/2004 03:39 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF RETAINING WALL EASEMENT

Lee Ann Blaney, Grantor, for and in consideration of the sum of One Thousand Six Hundred Sixty-Five and 90/100 Dollars (\$1,665.90) 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 a retaining wall providing stability for public roadway improvements, on, along, over, under, through and across the following described parcel of land, to wit:

A certain perpetual retaining wall maintenance easement lying in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 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 a portion of Lot 5, Block 7, Plat of West Lake Park Subdivision, as same is recorded in Plat Book 7, Page 91 of the Public Records of Mesa County, Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 5 and assuming the North line of the NW 1/4 SE 1/4 of said Section 10 bears N 89°56'32" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°02'34" W along the East line of said Lot 5, a distance of 1.24 feet; thence N 87°54'03" W a distance of 6.89 feet; thence S 79°01'45" W a distance of 82.42 feet; thence S 02°27'28" E a distance of 35.13 feet; thence S 05°26'40" W a distance of 29.39 feet; thence N 89°56'34" W a distance of 1.00 feet, more or less to a point on the West line of said Lot 5, also being the East right of way for Minnow Drive as same is shown on said Plat of West Lake Park Subdivision ; thence N 00°03'26" E along the West line of said Lot 5, a distance of 72.50 feet; thence N 83°27'41" E a distance of 74.96 feet, more or less, to a point on the North line of said Lot 5; thence S 89°56'32" E along the North line of said Lot 5 a distance of 15.53 feet, more or less, to the Point of Beginning.

CONTAINING 617.0 Square Feet, more or less, as described 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 she has good title to the herein described premises; that she has good and lawful right to grant this Easement; that she 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 11th day of February, 2004.

Lee Ann Blaney
Lee Ann Blaney

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11th day of February, 2004, by Lee Ann Blaney.

My commission expires 3.3.05.

Witness my hand and official seal.

Peggy Holquin
Notary Public

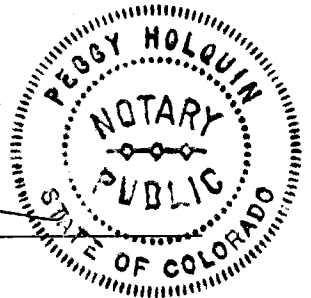
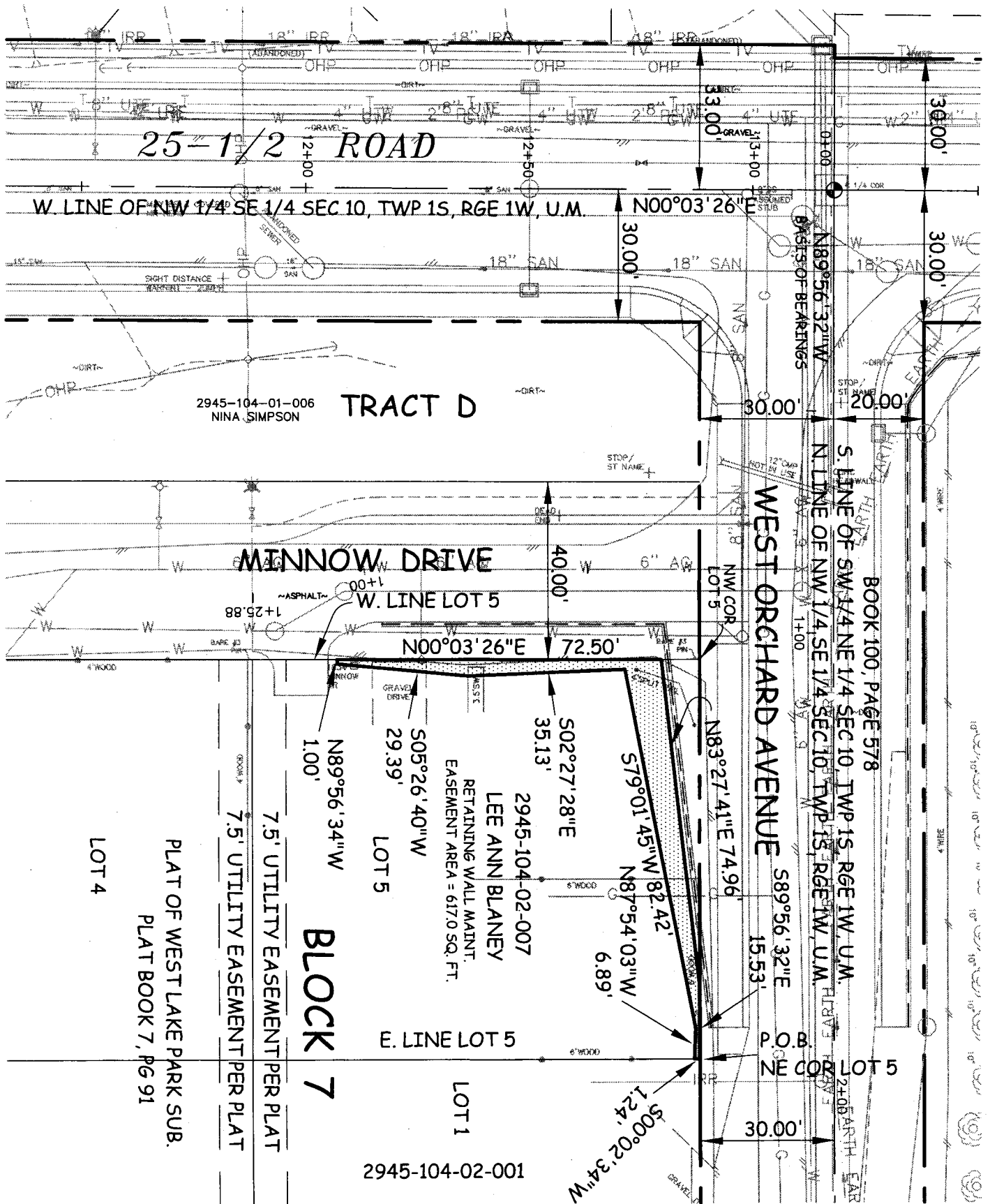


EXHIBIT "A"



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.

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

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

25.5 ROAD
RETAINING WALL MAINTENANCE EASEMENT
LEE ANN BLANEY
2945-104-02-007

CITY OF
grand junction
COLORADO

-serving the community together

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