

DDD02IDP

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (SLOPE)**

PURPOSE: SLOPE STABILITY FOR PUBLIC ROADWAY IMPROVEMENTS

NAME OF PROPERTY OWNER OR GRANTOR: DWAYNE DODD

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): 975 AND 930
INDEPENDENT AVENUE, GRAND JUNCTION

PARCEL NO.: 2945-103-00-064

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2002

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

2043988 03/05/02 0329PM
MONIKA TODD CLERK MESA COUNTY CO
REC FEE \$15.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF SLOPE EASEMENT

Dwayne Dodd, Grantor, for and in consideration of the sum of One Thousand Eight Hundred Seventeen and 47/100 Dollars (\$1,817.47), 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 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 Slope Easement lying in the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast Corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section 10, and considering the South line of the NE ¼ SW ¼ of said Section 10 to bear S 89°58'53" W with all bearings contained herein being relative thereto; thence S 89°58'53" W, along the said South line of the NE ¼ SW ¼, a distance of 30.00 feet; thence N 00°03'27" E a distance of 48.76 feet to the TRUE POINT OF BEGINNING; thence S 45°00'02" W a distance of 28.66 feet; thence S 89°58'53" W a distance of 277.01 feet; thence N 00°03'27" E a distance of 5.00 feet; thence N 89°58'53" E a distance of 274.93 feet; thence N 45°00'02" E a distance of 31.60 feet to a point on the West right-of-way line for 25 ½ Road as described by instrument recorded in Book 721 at Page 372 in the office of the Mesa County Clerk and Recorder; thence S 00°03'27" W along the West right-of-way line for 25 ½ Road as aforesaid a distance of 7.08 feet, more or less, to the POINT OF BEGINNING.

Containing 1530.50 square feet (0.035 Acres), 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.
3. Grantor hereby covenants with Grantee he has good title to the herein described premises; that he has good and lawful right to grant these Easements; that he 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 18th day of February, 2002.

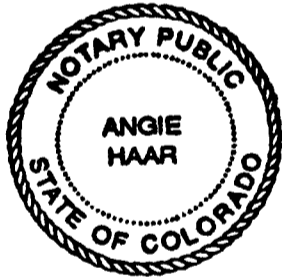
Dwayne Dodd
Dwayne Dodd

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 18 day of February, 2002, by Dwayne Dodd.

My commission expires: _____

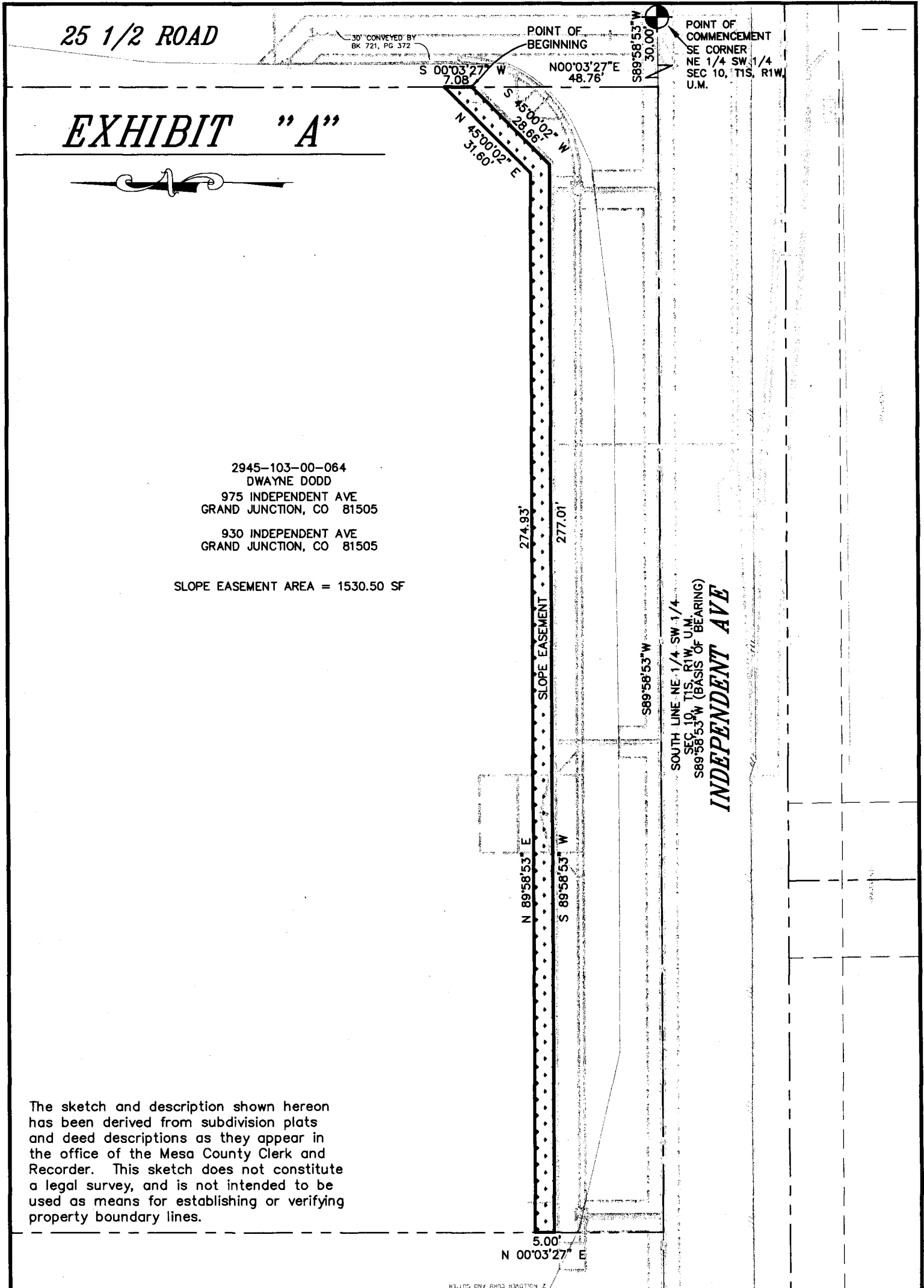
Witness my hand and official seal.



Angie Haar
Notary Public

My Commission Expires 05/21/2003

The foregoing legal description was prepared by T. Woodmansee,, 250 North 5th Street, Grand Junction, Colorado 81501.



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 means for establishing or verifying property boundary lines.

DRAWN BY: JCS
 DATE: 10-10-2001
 SCALE: 1" = 30'
 APPR. BY: TW
 FILE NO. ROW.DWG

INDEPENDENT AVENUE
 RIGHT-OF-WAY DESCRIPTION MAP

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION