

McG04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: MICHAEL MCGUIRE AND  
STEPHANIE MCGUIRE

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

ADDRESS: 545 25 ½ ROAD - LOT 1 OF INDEPENDENCE  
PLAZA SUBDIVISION

PARCEL#: 2945-103-30-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

### GRANT OF STREET LIGHT EASEMENT

Michael McGuire and Stephanie McGuire, Grantors, for and in consideration of the sum of Sixty-Seven and 50/100 Dollars (\$67.50), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, grant, and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5<sup>th</sup> Street, Grand Junction, Colorado, 81501, for the use of Grantee and for the use of the Public Utilities, a 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 parcel of land for a 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, being a portion of Lot 1, Independence Plaza Subdivision, as same is recorded in Plat Book 13, Page 322, Public Records of Mesa County, Colorado and being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 1, Independence Plaza Subdivision and assuming the East line of said Lot 1 bears N 00°03'26" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°03'26" E along the East line of said Lot 1, being the West right of way for 25-1/2 Road and being a line 33.00 feet West of and parallel with, the East line of the NE 1/4 SW 1/4 of said Section 10, a distance of 97.39 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°56'32" W a distance of 5.00 feet; thence N 00°03'26" E a distance of 5.00 feet; thence S 89°56'32" E a distance of 5.00 feet to a point on the East line of said Lot 1; thence S 00°03'26" W along the East line of said Lot 1 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. Grantors 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 Grantors hereby covenant 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.

3. Grantors hereby covenant with Grantee that they have good title to the  
aforescribed premises; that they have good and lawful right to grant this Easement;  
that they 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 27<sup>th</sup> day of February, 2004.

  
Michael McGuire

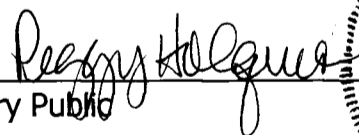
  
Stephanie McGuire

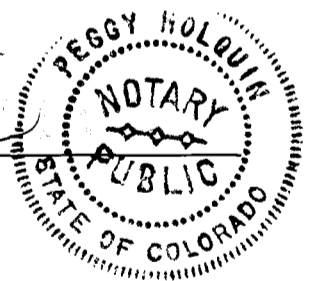
State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of  
February, 2004, by Michael McGuire and Stephanie McGuire.

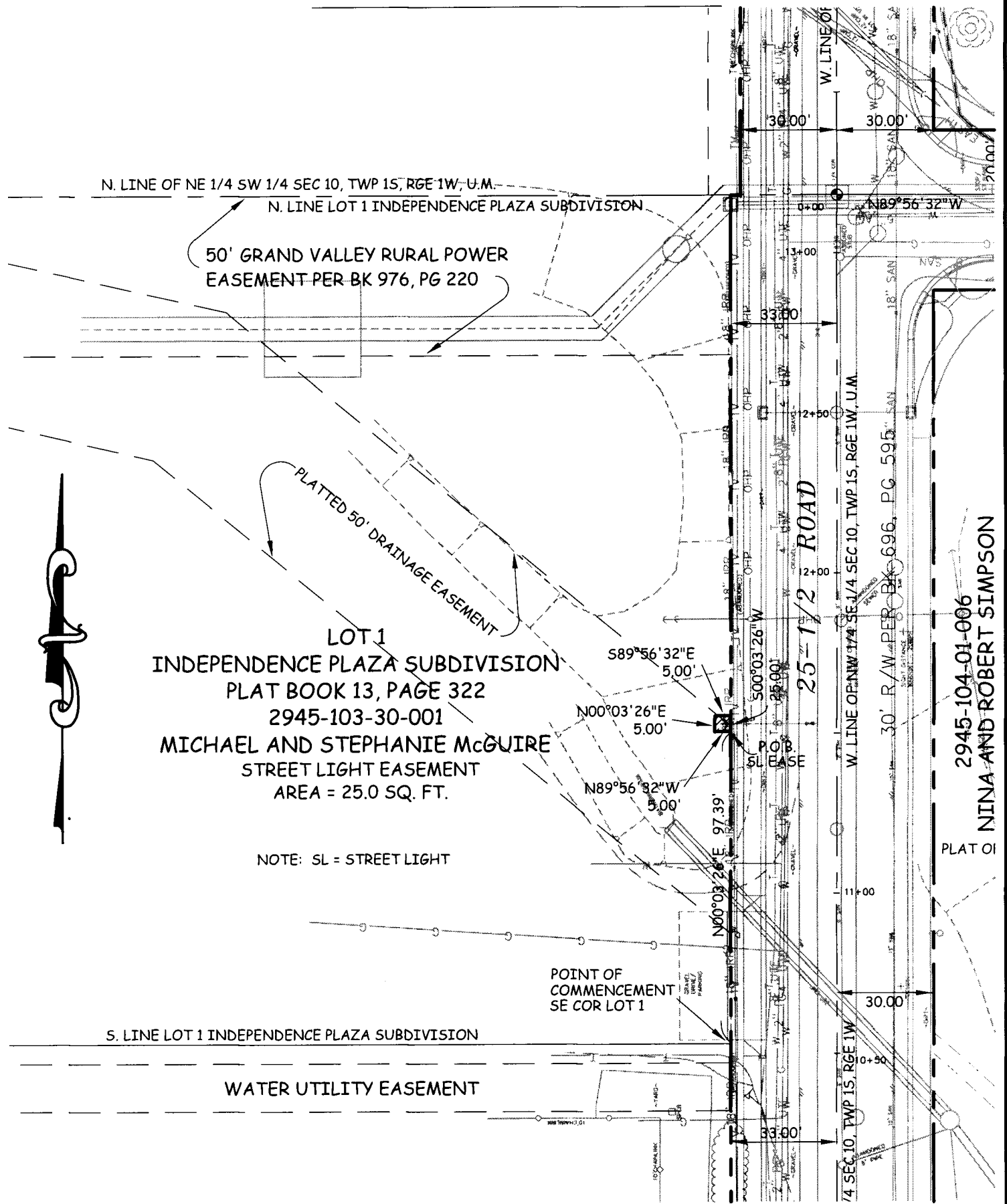
My commission expires: 3.3.05

Witness my hand and official seal.

  
Notary Public



# EXHIBIT "A"



LOT 1  
 INDEPENDENCE PLAZA SUBDIVISION  
 PLAT BOOK 13, PAGE 322  
 2945-103-30-001  
 MICHAEL AND STEPHANIE McGUIRE  
 STREET LIGHT EASEMENT  
 AREA = 25.0 SQ. FT.

NOTE: SL = STREET LIGHT

2945-104-01-006  
 NINA AND ROBERT SIMPSON  
 PLAT OF

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: 1-19-2004 (ADDED SL EASE)

DRAWN BY: P.T.K. DATE: 01-02-2004 SCALE: 1" = 40' APPR. BY: IW	<b>25.5 ROAD</b> STREET LIGHT EASEMENT <hr/> MICHAEL AND STEPHANIE McGUIRE 2945-103-30-001
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CITY OF  
**grand junction**  
 COLORADO  
 serving the community together