

MGR04255

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 ELECTRIC AND TELECOMMUNICATIONS FACILITIES

ADDRESS: 545 25 ½ ROAD

PARCEL#: 2945-103-30-001

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

3

PAGE DOCUMENT

2179671 BK 3598 PG 911-913
03/03/2004 10:02 AM
Janice Ward CLK&REC Mesa County
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF ELECTRIC AND TELECOMMUNICATIONS EASEMENT

Michael McGuire and Stephanie McGuire, Grantors, for and in consideration of the sum of Six Hundred Seventy-Five and 00/100 Dollars (\$675.00), 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 5th Street, Grand Junction, Colorado 81501, , for the use and benefit of Grantee and for the use and benefit of the Public Utilities, the herein described Perpetual Easement for the installation, operation, maintenance, repair and replacement of Electric and Telecommunications facilities on, along, over, under, through and across the following described Parcel of land, to wit:

A certain perpetual utility 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:

BEGINNING at the Northeast corner of said Lot 1, Independence Plaza Subdivision and assuming the East line of said Lot 1 bears S 00°03'26" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°03'26" W 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 25.00 feet; thence S 89°58'30 W a distance of 10.00 feet; thence N 00°03'26" E a distance of 25.00 feet to a point on the North line of said Lot 1; thence N 89°58'30" E along the North line of said Lot 1, a distance of 10.00 feet, more or less, to the Point of Beginning.

CONTAINING 250.0 Square Feet, more or less, as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

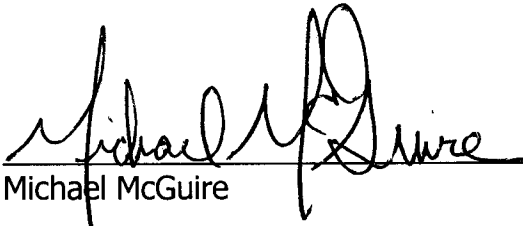
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, subject to the terms and 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 structure or any other item or fixture which may be detrimental to the facilities of Grantee or the Public Utilities, or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.

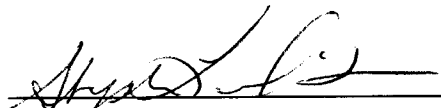
2. Grantee agrees that Grantees' utilization of the herein described Easement shall be performed with due care using commonly accepted standards and techniques.

3. Grantor hereby covenants with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant the herein described 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 27th day of February, 2004.



Michael McGuire



Stephanie McGuire

State of Colorado)
)ss.
County of Mesa)

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

My commission expires: 3.3.05

Witness my hand and official seal.



Notary Public

