

MGU04255

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

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

PURPOSE: SLOPE EASEMENT - A PERPETUAL EASEMENT
FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND
REPLACEMENT OF MATERIALS PROVIDING SLOPE STABILITY FOR
PUBLIC ROADWAY IMPROVEMENTS

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

When recorded return to:

City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

GRANT OF SLOPE EASEMENT

Michael McGuire and Stephanie McGuire, Grantors, for and in consideration of the sum of Two Thousand Three Hundred Forty-Seven and 50/100 Dollars (\$2,347.50), the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, grant and convey 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 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 51.98 feet to the POINT OF BEGINNING; thence from said Point of Beginning, N 89°56'34" W a distance of 10.00 feet; thence N 00°03'26" E a distance of 133.00 feet; thence N 17°18'15" W a distance of 83.78 feet, more or less, to a point on the North line of said Lot 1, Independence Plaza Subdivision; thence N 89°58'30" E, along the North line of said Lot 1, a distance of 35.00 feet to the Northeast corner of said Lot 1; thence S 00°03'26" W along the East line of said Lot 1, a distance of 213.02 feet, more or less, to the Point of Beginning.

CONTAINING 3,130.0 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 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. 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 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. Grantors hereby covenant with Grantee they have good title to the herein described 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 27TH day of February, 2004.

Michael McGuire Stephanie McGuire
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: 3.305

Witness my hand and official seal.

Peggy Holquin
Notary Public

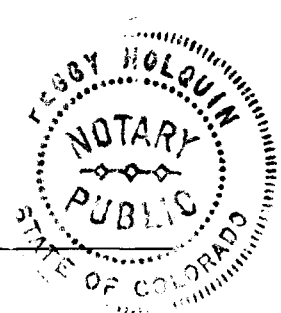
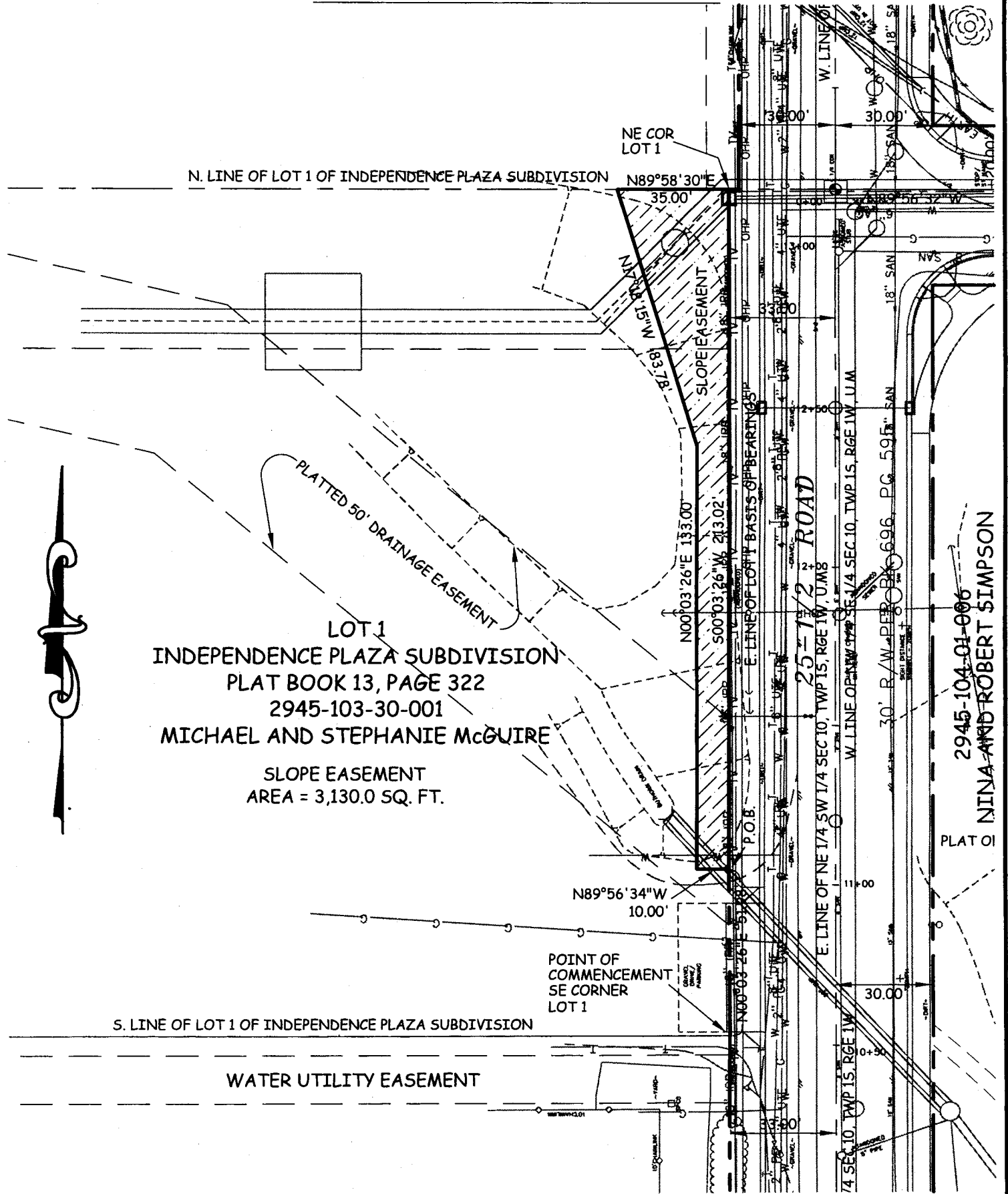


EXHIBIT "A"



LOT 1
INDEPENDENCE PLAZA SUBDIVISION
PLAT BOOK 13, PAGE 322
2945-103-30-001
MICHAEL AND STEPHANIE MCGUIRE
SLOPE EASEMENT
AREA = 3,130.0 SQ. FT.

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

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: 2-13-2004 (REVISED BOUNDARY)

DRAWN BY: P.T.K.
 DATE: 01-02-2004
 SCALE: 1" = 40'
 APPR. BY: TW

25.5 ROAD
SLOPE EASEMENT
MICHAEL AND STEPHANIE MCGUIRE
2945-103-30-001

CITY OF
grand junction
 COLORADO
 serving the community together

RECORDER NOTE: POOR QUALITY DOCUMENT
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