

NOR9812T

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: NORTHWOODS PARTNERSHIP BY JULIE A. GILBERT,
ATTORNEY IN FACT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 3505 N. 12TH STREET,
PARCEL NO. 2945-021-09-001, NORTHWOOD SUBDIVISION LOT 1, UTILITY EASEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1998

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1872319 11/04/98 0428PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

GRANT OF EASEMENT

Northwoods Partnership, a California general partnership, Grantor, for and in consideration of the sum of Two Hundred Seventy Five and 63/100 Dollars (\$275.63), the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does 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 of Grantee and for the use of the Public Utilities, a Perpetual Utilities Easement on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Southeast Corner of Lot 1 of Northwood, a subdivision situate in the Southeast ¼ of the Northeast ¼ (SE¼ NE¼) of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 393 in the office of the Mesa County Clerk and Recorder, and considering the East boundary line of the SE¼ NE¼ of said Section 2 to bear N 00°03'32" E with all bearings contained herein being relative thereto;
thence N 00°03'32" E along the East boundary line of Lot 1 of Northwood a distance of 5.00 feet to the True Point of Beginning;
thence N 00°03'32" E along the East boundary line of said Lot 1 a distance of 10.00 feet to a point on the South boundary line of an existing ingress, egress and utility easement as shown and dedicated on the recorded plat of Northwood;
thence N 89°53'48" W along the South boundary line of said existing easement a distance of 15.00 feet;
thence leaving the South boundary line of said existing easement, S 00°03'32" W a distance of 10.00 feet;
thence S 89°53'48" E a distance of 15.00 feet to the Point of Beginning,
containing 150.0 square feet as described herein and as 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 structures or any other item or fixture 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 Easement herein granted 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 this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

M

Executed and delivered this 26 day of October, 1998.

Northwoods Partnership,
a California general partnership

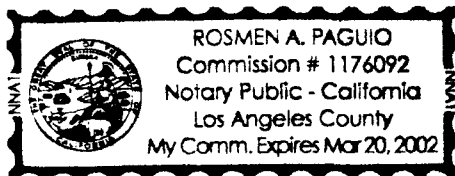
By: *Julie Gilbert*
Julie A. Gilbert, attorney in fact

State of California)
)ss.
County of Los Angeles)

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that on October 26, 1998, personally appeared before me Julie A. Gilbert, attorney in fact for Northwoods Corporation, known to me (or satisfactorily proven) to be the General Partner of Northwoods Partnership, a California general partnership

My commission expires: March 20, 2002

Witness my hand and official seal.



Rosmen A. Paguis
Notary Public

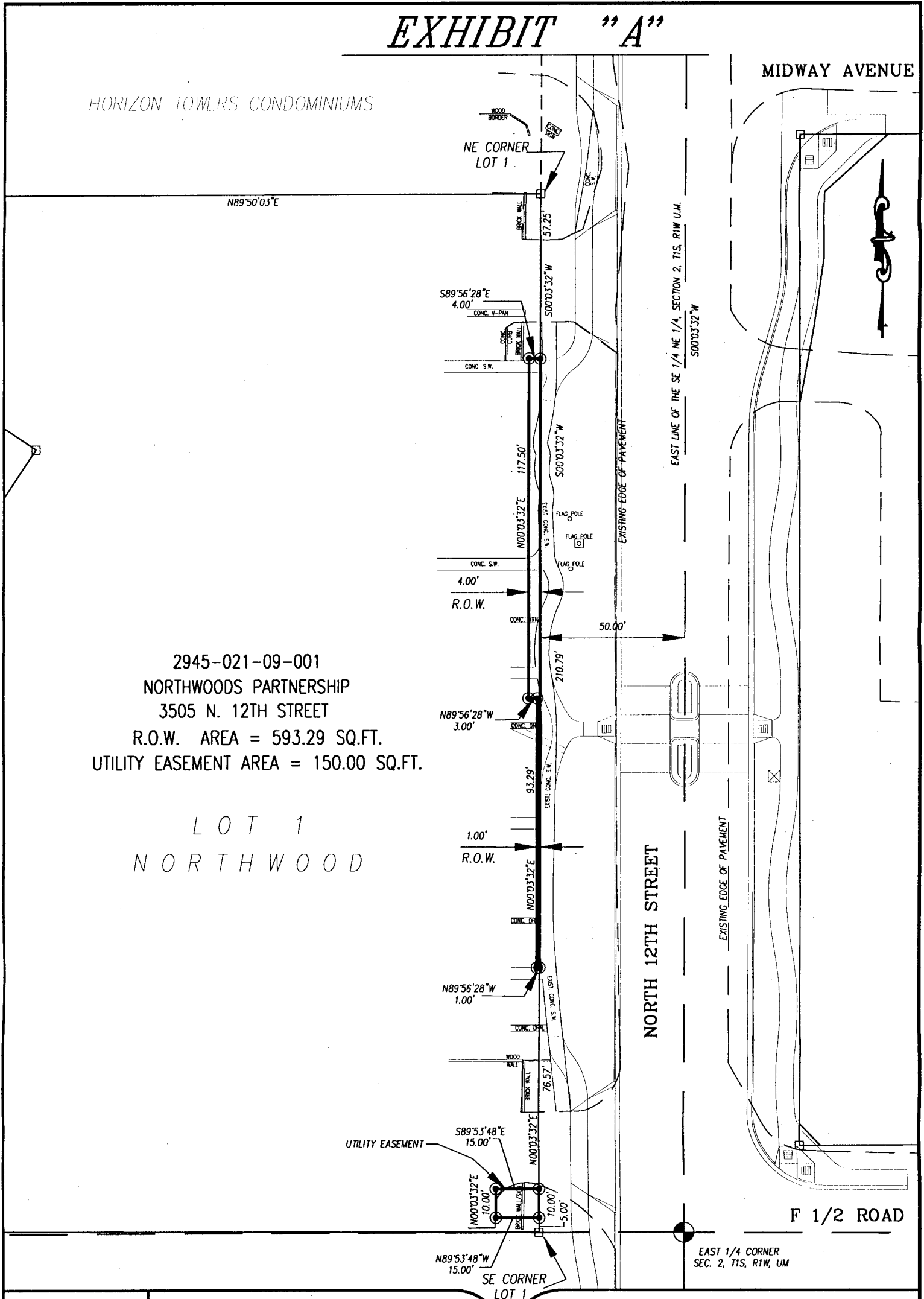
EXHIBIT "A"

HORIZON TOWERS CONDOMINIUMS

MIDWAY AVENUE

2945-021-09-001
 NORTHWOODS PARTNERSHIP
 3505 N. 12TH STREET
 R.O.W. AREA = 593.29 SQ.FT.
 UTILITY EASEMENT AREA = 150.00 SQ.FT.

LOT 1
 NORTHWOOD



DRAWN BY: SRP
 DATE: 05-28-98
 SCALE: 1" = 40'
 APPR. BY: IW
 FILE NO: 12TH9.DWG

RIGHT-OF-WAY DESCRIPTION MAP

12TH STREET - BONITA TO HORIZON

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
CITY OF GRAND JUNCTION