

3CA9912T

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: 3001 CONDOMINIUM ASSOCIATION INC BY CLAY E.
HANLON

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 3001 N 12TH STREET BONITA
TO HORIZON PARCEL NO.2945-024-06-001

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

BOOK 2546 PAGE 335

3001 Condominium Association, Inc., Grantor, for and in consideration of the sum of One Thousand Two Hundred Twenty Five and 00/100 Dollars (\$1,225.00), 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 Public Service Company of Colorado, Grantee, whose address is P.O. Box 849, Grand Junction, CO 81502, for the use of Grantee, a Perpetual Utilities Easement on, along, over, under, through and across the following described parcel of land, to wit:

Commencing at the Northeast Corner of the southeast 1/4 of the Southeast 1/4 of Section 2, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the East boundary line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 2 to bear S 00°04'41" E with all bearings contained herein being relative thereto;

thence S 89°50'41" W a distance of 40.00 feet to a point on the West Right of Way Line for North 12th Street ; thence S 00°04'41" E along said West Right of Way distance of 58.02 feet to the True Point of Beginning;

thence S 00°04'41" E along said West Right of Way line a distance of 10.00 feet to a point;

thence N 89°55'19" W a distance of 100.00 feet;

thence N 00°04'41" E a distance of 10.00 feet;

thence S 89°55'19" E a distance of 100.00 feet to the True Point of Beginning;

containing 1,000.00 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. Grantee, at its sole cost and expense, shall substantially repair and restore the surface and condition of any portion of Grantor's property affected by the Grantees's activities on the Easement and return the affected areas to the Grantor in a condition as good as, or better than, that which existed prior to any use by the of the Easement by the Grantee.

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.

Executed and delivered this 22nd day of January, 1998.

3001 Condominium Association, Inc.

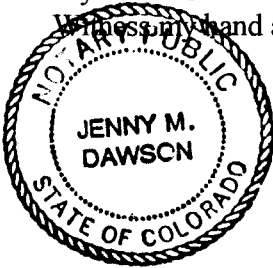
By: *Clay E. Hanlon*
Clay E. Hanlon, President

Attest: *Gerald K. Geske*
Gerald K. Geske, Secretary

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 22nd day of January, 1999, by Clay E. Hanlon, President of 3001 Condominium Association, Inc., and attested to by Gerald K. Geske, Secretary of 3001 Condominium Association, Inc.

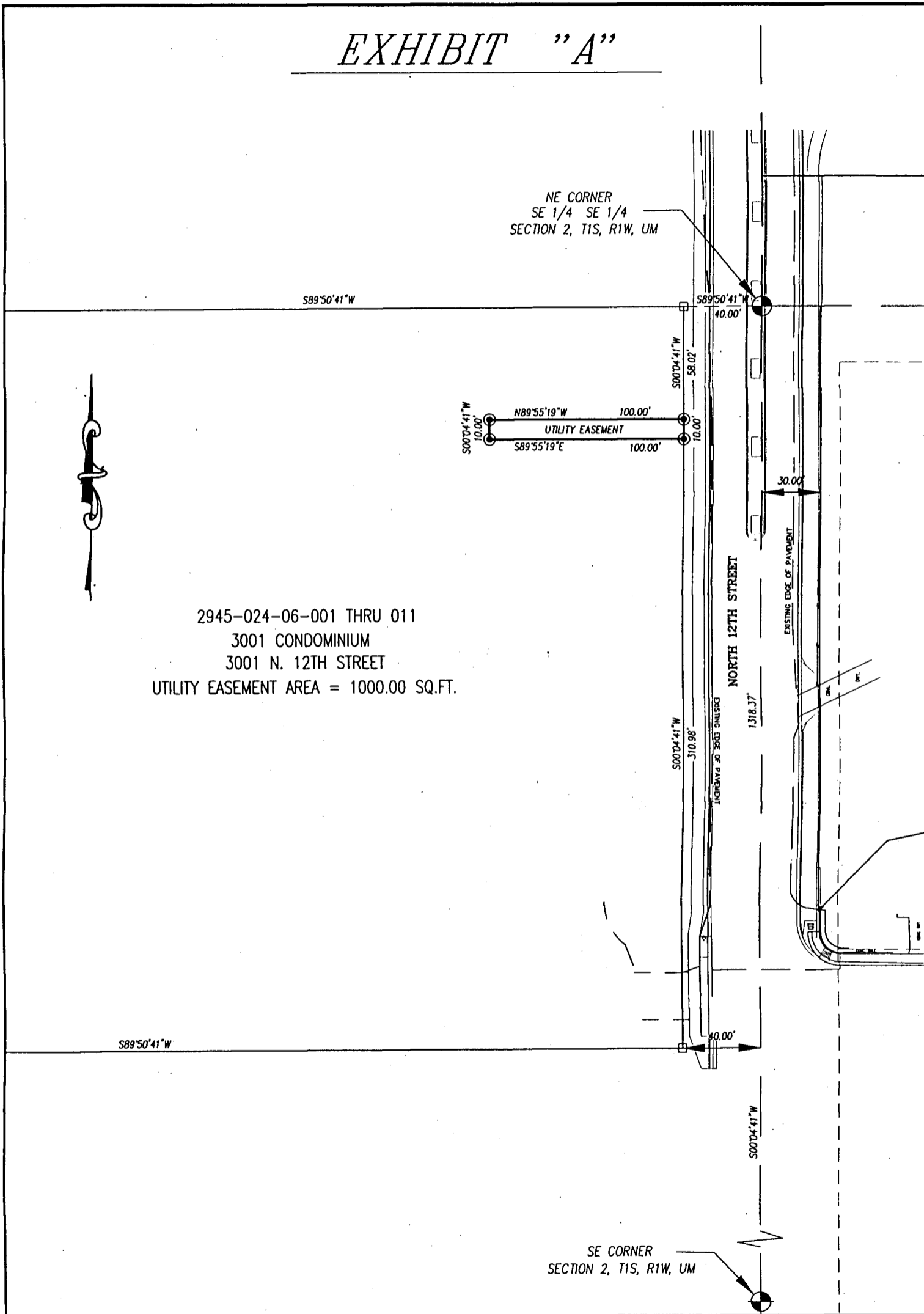
My commission expires 02-21-01.
Witness my hand and official seal.



Jenny M Dawson
Notary Public

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

EXHIBIT "A"



DRAWN BY: SRP
 DATE: 10-09-98
 SCALE: 1" = 60'
 APPR. BY: TW
 FILE NO: 12TH14.DWG

RIGHT-OF-WAY DESCRIPTION MAP

12TH STREET - BONITA TO HORIZON

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 CITY OF GRAND JUNCTION

