

HAL07DRD

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	HALLIBURTON ENERGY SERVICES, INC.
PURPOSE:	MULTIPURPOSE EASEMENT
ADDRESS:	365 32 ROAD
PARCEL #:	2943-221-15-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**GRANT OF MULTI-PURPOSE EASEMENT**

**Halliburton Energy Services, Inc., a Delaware corporation, Grantor,** whose address is 4100 Clinton Drive, Houston, TX 77020, for and in consideration of the sum of Ten and 00/100 Dollars and other good and valuable consideration, 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, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

A strip of land for a multipurpose easement situate in the NE 1/4 Section 22, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, being a portion of Lot 1(A), Block 1(A) Corn Industrial Park Two as recorded in Book 4188 at Pages 570 and 571 of the records of said Mesa County, being more particularly described as follows:

Commencing at the SW corner of said Lot 1(A), being a found 1.5" plastic cap stamped LS 18469, the basis of bearing being N89°59'52"E to the SE corner of said Lot1(A), being a found 2.0 aluminum cap stamped LS 18469;  
thence N89°59'52"E a distance of 12.00 feet along the south line of said Lot 1(A) to the Point of Beginning;  
thence N89°59'52"E a distance of 14.00 feet;  
thence N00°19'44"E a distance of 61.48 feet;  
thence N90°00'00"E a distance of 14.14 feet;  
thence along the arc of a curve to the left a distance of 200.78 feet having a central angle of 185°33'12" and a radius of 62.00 feet the chord of which bears N02°46'36"W a distance of 123.85 feet;  
thence N00°07'28"E a distance of 299.22 feet;  
thence N04°05'37"E a distance of 121.24 feet;  
thence along the arc of a curve to the right a distance of 28.06 feet having a central angle of 89°19'18" and a radius of 18.00 feet the chord of which bears N48°45'16"E a distance of 25.30 feet;  
thence S89°35'51"E a distance of 14.00 feet;  
thence N00°24'06"E a distance of 80.16 feet;  
thence N89°35'54"W a distance of 14.00 feet;  
thence along the arc of a curve to the right a distance of 29.47 feet having a central angle of 98°48'50" and a radius of 18.00 feet the chord of which bears N46°37'01"W a distance of 26.29 feet;  
thence N00°17'24"E a distance of 2.48 feet to the north line of said Lot 1(A);  
thence S89°59'52"W a distance of 14.00 feet along said north line;  
thence S00°17'24"W a distance of 2.41 feet;  
thence along the arc of a curve to the left a distance of 51.44 feet having a central angle of 92°05'43" and a radius of 32.00 feet the chord of which bears S45°45'28"E a distance of 46.07 feet;  
thence S00°24'06"W a distance of 52.13 feet;  
thence along the arc of a curve to the left a distance of 49.15 feet having a central angle of 88°00'09" and a radius of 32.00 feet the chord of which bears S48°05'42"W a distance of 44.46 feet;  
thence S04°05'37"W a distance of 121.73 feet;  
thence S00°07'28"W a distance of 299.71 feet;  
thence along the arc of a curve to the left a distance of 23.38 feet having a central angle of 95°40'39" and a radius of 14.00 feet the chord of which bears S47°42'52"E distance of 20.76 feet;  
thence along the arc of a curve to the right a distance of 155.44 feet having a central angle of 185°33'12" and a radius of 48.00 feet the chord of which bears S02°46'36"E distance of 95.89 feet;  
thence S90°00'00"W a distance of 28.06 feet;

thence S00°19'44"W a distance of 75.48 feet to the Point of Beginning:

Said strip contains 12,068.0 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. The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement 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. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features, curbs, gutter, utilities, signs, lighting, art, or similar improvements typically located in Easement areas.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantor hereby covenants with Grantee that it has good title to the herein described 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.

4. Grantee shall indemnify Grantor against and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the multi-purpose improvements contemplated to be built within the Easement are not constructed or are abandoned, Grantor shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 19<sup>th</sup> day of September, 2007.

Halliburton Energy Services, Inc.,  
a limited liability company

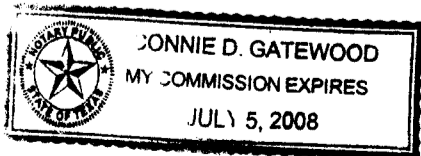
By: [Signature]  
Tommy E. Jamail, Power of Attorney

State of Texas )  
  )ss.  
County of Harris )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September 2007, by Tommy E. Jamail, Power of Attorney for Halliburton Energy Services, Inc., a Delaware corporation.

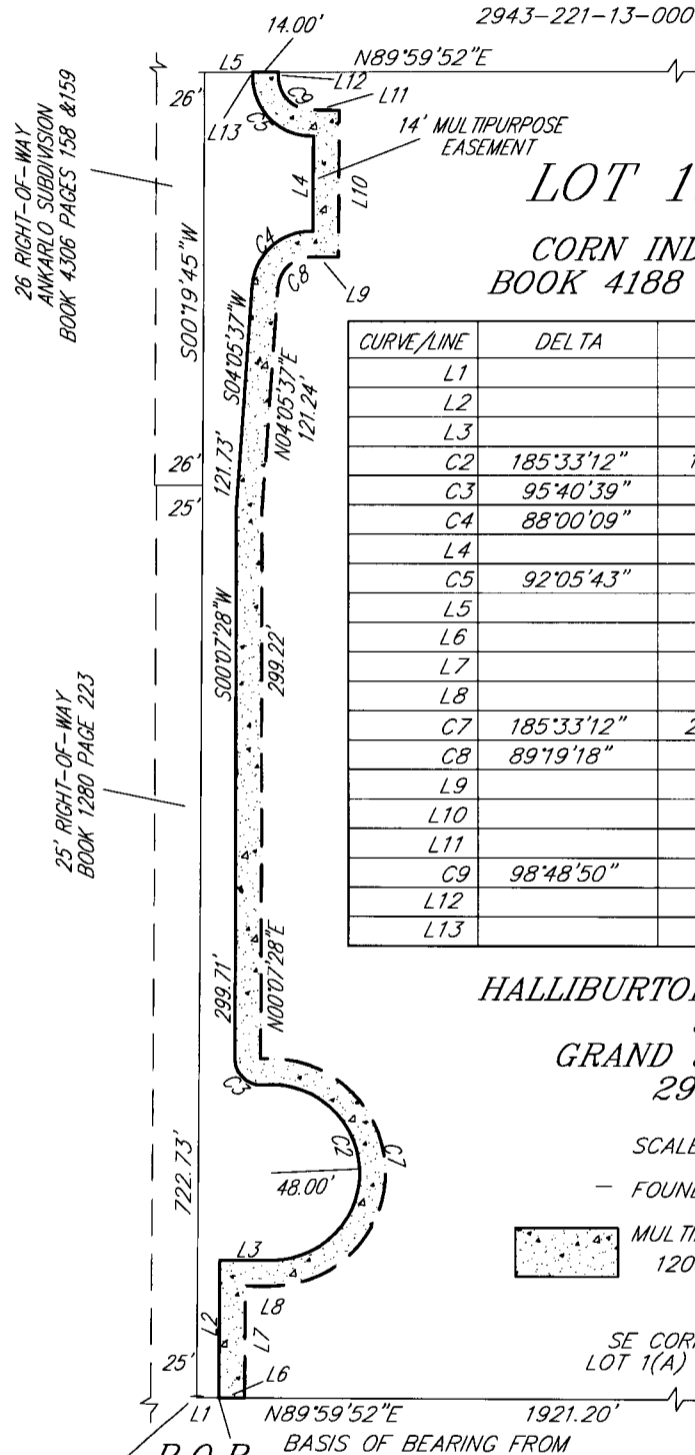
My commission expires July 5, 2008.

Witness my hand and official seal.



[Signature]  
Notary Public

# EXHIBIT A



2943-221-13-000

26' RIGHT-OF-WAY  
ANKARLO SUBDIVISION  
BOOK 4306 PAGES 158 & 159

25' RIGHT-OF-WAY  
BOOK 1280 PAGE 223

## LOT 1(A) BLOCK 1(A)


CORN INDUSTRIAL PARK TWO  
BOOK 4188 AT PAGES 570 & 571

CURVE/LINE	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
L1		12.00'			N89°59'52"E
L2		75.48'			S00°19'44"W
L3		28.06'			S90°00'00"W
C2	185°33'12"	155.44'	48.00'	95.89'	S02°46'36"E
C3	95°40'39"	23.38'	14.00'	20.76'	S47°42'52"E
C4	88°00'09"	49.15'	32.00'	44.46'	S48°05'42"W
L4		52.13'			S00°24'06"W
C5	92°05'43"	51.44'	32.00'	46.07'	S45°45'28"E
L5		26.23'			S89°59'52"W
L6		14.00'			N89°59'52"E
L7		61.48'			N00°19'44"E
L8		14.14'			N90°00'00"E
C7	185°33'12"	200.78'	62.00'	123.85'	N02°46'36"W
C8	89°19'18"	28.06'	18.00'	25.30'	N48°45'16"E
L9		14.00'			S89°35'51"E
L10		80.16'			S00°24'06"W
L11		14.00'			N89°35'54"W
C9	98°48'50"	29.47'	18.00'	26.29'	N46°37'01"W
L12		2.48'			S00°17'24"W
L13		2.41'			S00°17'24"W

HALLIBURTON ENERGY SERVICES INC.  
365 32 ROAD  
GRAND JUNCTION, CO. 81504  
2943-221-15-001

SCALE 1" = 100'

- FOUND SURVEY MONUMENT

 MULTIPURPOSE EASEMENT  
12068.0 SQ. FT.

SE CORNER LOT  
LOT 1(A) BLOCK 1(A)

P.O.B. BASIS OF BEARING FROM  
CORN INDUSTRIAL PARK TWO  
SW CORNER LOT  
LOT 1(A) BLOCK 1(A)

LOT 1(A) BLOCK 2(A)  
CORN INDUSTRIAL PARK TWO  
BOOK 4188 AT PAGES 570 & 571  
2943-221-16-922

RHINO ENGINEERING, INC.  
1229 Nth 23rd STREET  
SUITE 201  
GRAND JUNCTION, CO  
(970)241-6027