

HAR60AIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: JOHN E. HARTMAN AND
MARJY HARTMAN

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SOUTH LINE
OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION
32, TOWNSHIP 1 NORTH, RANGE 1 EAST, UTE MERIDIAN, WALKER
FIELD AIRPORT RUNWAY, CLEAR ZONE AT END OF RUNWAY

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1960

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

CLEAR ZONE EASEMENT

WHEREAS, JOHN E. HARTMAN and MARJY HARTMAN, hereinafter called the Grantors, are the owners of a certain tract of land situate in the County of Mesa, State of Colorado, more particularly described as follows:

Beginning at a point on the South line of the Southeast quarter of the Northwest quarter of Section 32, Township 1 North, Range 1 East, Ute Meridian, which is 267.30 feet from the Southeast corner of said Southeast quarter of the Northwest quarter, thence West along said South line 445.80 feet, thence South 54°54' East 364.29 feet parallel to and 500 feet from projected center line of Walker Field Airport runway, thence North 35°06' East 256.97 feet to the point of beginning. Said tract contains 1.07 acres.

and,

WHEREAS, the City of Grand Junction and County of Mesa, Colorado, hereinafter called the Grantees, are the owners and operators of Walker Field Airport, situate in the County of Mesa, State of Colorado, in close proximity to the above-described tract of land; and,

WHEREAS, it is deemed necessary that a clear zone approach area to the Northwest-Southeast runway be and remain free and clear of any structure, tree or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking off at the said Walker Field Airport, which said clear zone approach area covers, in its entirety the above-described tract of land;

NOW, THEREFORE, in consideration of the sum of 7

Dollars (\$ 7.00) Dollars, paid by the Grantees to the Grantors, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, successors and assigns, do hereby covenant and agree with the Grantees that, for the benefit of the public in its use of the airport, they will not hereafter erect or permit the erection or growth of any

structure, tree or other object within the area above described lying within the clear zone approach area to the Northwest-Southeast runway, which area is identified in Exhibit "A" attached hereto and made a part hereof by reference, to a height above the clear zone approach surface for that approach area (as also identified on the said Exhibit "A"), said clear zone approach surface being an inclined plane with a slope of 50:1 (one foot of elevation for each 50 feet of horizontal distance) located directly above the clear zone approach area, which inclined plane has an elevation of 4848 feet (mean sea level) at its inner and lower edge along line AB as shown on Exhibit "A" and an elevation of 4898 feet (mean sea level) at its outer and upper edge along line CD as shown on said Exhibit "A"; and,

The Grantors, for themselves, their heirs, successors, and assigns, for the said consideration, do hereby grant and convey to the Grantees, their agents, servants and employees, a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree, or other object into the air space above and to remove from such air space, or mark and light as obstructions to air navigation, any and all structures, trees, or other objects that may at any time project or extend above the said approach surface, together with the right of ingress to, egress from, and passage over the land of the Grantors within the said clear zone approach area for such purposes;

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantees, their successors and assigns, until said Walker Field Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of the Grantors, that these covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands
and seals this day of April, 1960.

John E. Hartman (SEAL)
John E. Hartman

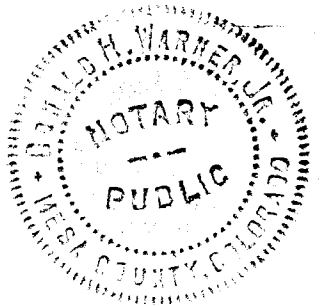
Marjy Hartman (SEAL)
Marjy Hartman

STATE OF COLORADO)
) : ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this
day of April, 1960, by John E. Hartman and Marjy Hartman.

Witness my hand and official seal.

My commission expires:



B. H. Varner, Jr.
Notary Public