

HIT94282

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	HILLTOP FOUNDATION, INC.
PURPOSE:	PUBLIC UTILITIES RIGHT-OF-WAY EAST 20 FEET OF LOT 2
ADDRESS:	487 28 ¼ ROAD (WOODLAND SUBDIVISION)
PARCEL NO:	2943-182-08-003
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	1994
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF EASEMENT1696811 03:04 PM 09/30/94
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

HILLTOP FOUNDATION, INC., a Colorado non-profit corporation, 1100 Patterson Road, Grand Junction, Colorado 81506, Grantor, for consideration, the sum and sufficiency of which is acknowledged by the parties, has given and granted and by these presents does hereby give and grant unto the PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, whose address is Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado 80202-5533, Grantee, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, on, along, over, under, through and across the easement located in the City of Grand Junction, Mesa County, Colorado, being more particularly described as follows, to wit:

The east 20 feet of that portion of Lot 2,
Woodland Subdivision adjacent to and
contiguous with 28-1/4 Road

Together with the right to enter upon the easement, to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of utility construction or repair machinery, subject to the terms and conditions contained herein.

Grantor reserves the right to use and occupy the easement for any purpose consistent with the right and privileges above granted and which will not unreasonably interfere with any of the Grantee's facilities therein or the use thereof. Such reservation by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement.

The work of installing and maintaining said lines and fixtures shall be done with due care. The surface along the easement shall be restored substantially to its level and condition prior to installation immediately upon the completion of installation, maintenance and/or repair work. All damages to persons or property resulting from the failure to exercise due care, or other standard of care as may be applicable shall be paid for and repaired at the expense of Grantee. Grantee shall indemnify Grantor and hold Grantor harmless from any and all damages or claims for damages to persons or property caused by or arising from the neglect or willful misconduct of Grantee.

