

HPE95HRZ

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: HORIZON PARK EAST DEVELOPMENT  
COMPANY LLC WAYNE E. BEEDE AND W.R. BRAY, MANAGER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: UTILITIES  
EASEMENT IN HORIZON PARK EAST SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT1711269 02:02 PM 03/10/95  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT

Horizon Park East Development Company, LLC, Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose legal address is 250 North 5th Street, Grand Junction, Colorado 81501, for the use of the Grantee and for the use of the public utilities forever, the herein described Perpetual Easement for the installation, operation, maintenance and repair of public utilities, together with the right of ingress and ingress for workers and equipment, on, along, over under, through and across the following described Parcel being a part of Lot 16 and Lot 17 of Horizon Park East, A Replat of Lot 2 Horizon Park Subdivision as recorded in Plat Book 14 at Page 158 in the office of the Mesa County Clerk and Recorder, situate in the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said Perpetual Easement being more particularly described by the following metes and bounds, to wit:

Beginning at a point on the East line of said Lot 16 from whence the Northeast Corner of said Lot 16 bears N 00°19'26" E a distance of 119.10 feet with all bearings contained herein being relative to the recorded plat of said Horizon Park East;  
 thence N 00°19'26" E along the East line of said Lot 16 a distance of 10.00 feet;  
 thence S 89°57'24" W a distance of 10.00 feet;  
 thence S 00°19'26" W a distance of 25.00 feet to the intersection of the South line of said Lot 16 with the North line of Lot 17;  
 thence continuing S 00°19'26" W a distance of 25.00 feet;  
 thence N 89°57'24" E a distance of 10.00 feet to a point on the East line of said Lot 17;  
 thence N 00°19'26" E a distance of 35.00 feet;  
 thence N 89°57'24" E a distance of 78.21 feet to a point on the Westerly right-of-way line of Racquet Way;  
 thence along the Westerly right-of-way for Racquet Way, 5.26 feet along the arc of a non-tangent curve to the right having a radius of 40.00 feet, a central angle of 07°32'23", and a long chord bearing N 18°12'31" E a distance of 5.26 feet to the Southeast Corner of Lot 15 of Horizon Park East;  
 thence S 89°57'24" W along the South line of said Lot 15 a distance of 79.83 feet to the Point of Beginning.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, subject to the following terms, covenants, conditions and restrictions:

1. Grantee, as a condition of this grant, agrees that entry to the easement area for the purposes herein described shall be conducted so as to cause minimum interference to the Grantor and the Grantor's heirs, successors and assigns. Grantee further agrees that it shall correct any damage(s), both material as well as aesthetic, which may be caused by its entry as described herein.

2. Grantor shall have the right to continue to use the real property burdened by this Easement for any lawful purpose which will not interfere with Grantee's full use and enjoyment of the Grantee's rights herein granted; provided, however, Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the Grantor erecting or placing any improvements or structures thereon which might act to prevent reasonable ingress and egress on, along, over, under, through and across the easement area.

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 of all persons whomsoever.

Signed this 10th day of March, 1995.

W.R. Bray  
W.R. Bray, Manager

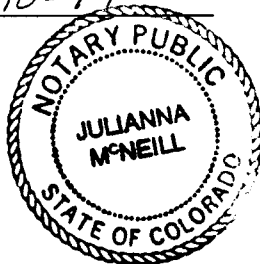
Wayne E. Beede  
Wayne E. Beede

State of Colorado )  
                                  )ss.  
County of Mesa     )

The foregoing instrument was acknowledged before me this 10th day of March, 1995, by W.R. Bray and Wayne E. Beede as Managers of Horizon Park Development Company, LLC.

Witness my hand and official seal.

My commission expires 11-10-97



Julianna McNeill  
Notary Public