

OCC83HRZ

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: OCCIDENTAL OIL SHALE, INC., A
CALIFORNIA CORPORATION BY: RAYMOND L. ZAHRADNIK (PRESIDENT -
CHIEF EXECUTIVE OFFICER)

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: HORIZON
DRIVE - 1 70 TO "H" ROAD PROJECT NO. 0344098-901168-82205
PARCEL SE 8-A

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1983

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

1328668 500 EXEMPT 04:10 PM
JUN 01, 1983 E.SAWYER, CLK&REC MESA CTY, CO

P E R M A N E N T E A S E M E N T B O O K 1436 PAGE 740

KNOW ALL MEN BY THESE PRESENTS, that Occidental Oil Shale, Inc.,
a California Corporation, of Mesa County, State of
Colorado, Grantor(s), for and in consideration of the
sum of ONE DOLLAR (\$1.00) and other valuable consideration, in hand paid by
City of Grand Junction, a Municipal Corporation,

Grantee(s), receipt of which is hereby acknowledged, has given and granted and
by these presents does hereby give and grant unto the said Grantee(s), its
heirs, successors, and assigns a PERPETUAL EASEMENT on, along, over and across
the following described premises, to wit;

A tract of land for a permanent easement, being a part of Lot 1 of C.H. Four
Commercial Park Filing No. 1, in the N $\frac{1}{2}$ of Section 36 Township 1 North,
of Range 1 West of the Ute Meridian, and the N $\frac{1}{2}$ of Section 31 Township 1
North, of Range 1 East of the Ute Meridian, City of Grand Junction, County
of Mesa, State of Colorado, and more particularly described as follows:

Commencing at a point on the Westerly right of way line of Horizon Drive,
said point being the most Southerly corner of said Lot 1; thence N. 40°10'00" W.,
6.0 feet to the True Point of Beginning; thence N. 55°41'13" E., 375.56 feet;
thence along the arc of a 25.0 foot radius curve to the left 22.53 feet,
the chord of which bears N. 28°57'23" E., 21.78 feet; thence S. 56°17'02" W.,
396.47 feet; thence S. 40°10'00" E., 14.0 feet to the True Point of Beginning.

The above described easement contains 4633.94 sq. ft., more or less.

It being understood that said easement is necessary to permit proper maintenance
of the slopes to control erosion and prevent sloughing of the embankment;
however, this type of use need not restrict the landowner within the guidelines
of the government use should he want to build on or near portions of said
easement. The primary restrictions to be applied would be that adequate
drainage be provided as existing adjacent to the street in the borrow area,
and that no construction activity or structure on said easement area contribute
to the instability and/or sloughing of the roadway embankment.

for the purpose of a Permanent Easement

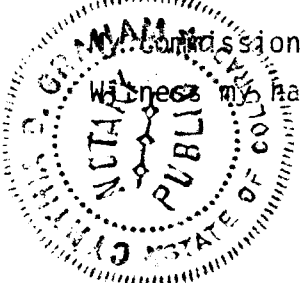
~~And the Grantor(s) hereby covenant(s) with the Grantee(s) that they have good
title to the aforescribed premises; that they have good and lawful right to grant
this Easement; that they will warrant and defend the title and quiet possession
thereof against the lawful claims of all persons whomsoever.~~

Signed this 29 day of April, 1983.

Raymond L Zahradnik
President - Chief Executive Officer
Occidental Oil Shale, Inc.

STATE OF COLORADO)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 29
day of April, 1983, by Raymond L. Zahradnik, President - Chief
Executive Officer of Occidental Oil Shale, Inc.



My Commission expires April 30, 1984
Witness my hand and official seal.

Cynthia L. Siskam
Notary Public

No. _____

EASEMENT AGREEMENT

TO

STATE OF COLORADO,

County of _____

} ss.

I hereby certify that this instrument was filed

for record in my office, at _____

o'clock _____ M., _____, 19____

and is duly recorded in book _____

page _____.

F No. _____ Reception No. _____

Recorder.

By _____

Deputy.

Fees, \$ 3.00