

PSC92TIA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT

NAME OF AGENCY OR CONTRACTOR: PUBLIC SERVICE COMPANY OF COLORADO

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: UTILITY EASEMENT TO
CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE UNDERGROUND UTILITY LINES
AND ALL FIXTURES AND DEVICES, THROUGH, OVER, UNDER AND ACROSS CERTAIN LANDS
(TIARA RADO SUBDIVISION FILING NO. TWO)

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1992

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor hereby acknowledges receipt of \$ _____ and/or other good and valuable considerations from PUBLIC SERVICE COMPANY OF COLORADO, 550 15th Street, Denver, Colorado 80202-4205, in consideration of which it hereby grants unto said Company, its successors and assigns, an easement to construct, operate, maintain, repair and replace underground utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under and across the following described lands:

PARCEL ONE:

A tract of land located in a part of the Southwest 1/4 of Section 22, Township 11 South, Range 101 West, of the 6th P.M., Mesa County, Colorado, being more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 7 of Tiara Rado Subdivision Filing No. Two as filed and recorded in the office of the Mesa County Clerk and Recorder and considering the East line Northwest 1/4 Southwest 1/4 of said Section 22 to bear South 00°34'02" West with all other bearings contained herein relative thereto; thence along the boundary of the Tiara Rado Golf Course (as filed and recorded in Book 1031, Page 22 of the Mesa County Records) South 82°32'40" West 2.87 feet; thence South 02°03'11" East 59.08 feet; thence North 71°12'23" East 10.44 feet; thence North 02°03'11" West 57.25 feet; thence South 80°43'20" West 7.20 feet to the point of beginning, containing 581.64 sq. ft.

PARCEL TWO:

A tract of land located in a part of the Southwest 1/4 of Section 22, Township 11 South, Range 101 West, of the 6th P.M., Mesa County, Colorado, being more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 7 of Tiara Rado Subdivision Filing No. Two as filed and recorded in the office of the Mesa County Clerk and Recorder and considering the East line Northwest 1/4 Southwest 1/4 of said Section 22 to bear South 00°34'02" West with all other bearings contained herein relative thereto; thence along the boundary of the Tiara Rado Golf Course (as filed and recorded in Book 1031, Page 22 of the Mesa County Records) North 80°43'20" East 39.46 feet to the POINT OF BEGINNING for Parcel 2;

thence South 02°03'11" 61.30 feet;
thence North 87°25'15" East 10.00 feet;
thence North 02°03'11" West 62.48 feet;
thence South 80°43'20" West 10.08 feet to the point of
beginning, containing 618.92 sq. ft.

Together with the right to enter upon said premises, 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, and together with the right to use so much of the adjoining right-of-way of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery, subject to the terms and conditions contained herein.

The 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 said Company's facilities therein or 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 granted or to locate any mobile home trailer units thereon. In case of the abandonment of the easement all right, privilege and interest granted shall terminate.

The Grantee, as a condition of this grant, agrees that entry to the property for the purposes aforescribed will be conducted so as to cause a minimum of interference with use of the Tiara Rado Golf Course. Further, Grantee agrees that it shall correct any damage, both material as well as aesthetic, caused by its entry as described herein.

The work of installing and maintaining said lines and related fixtures and devices shall be done with due and reasonable care; the surface along the easement shall be restored substantially to its original level and condition; 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, its officers, employees and agents and hold Grantor, its officers, employees and agents harmless from any and all damages or claims for damages to persons or property caused or arising from the neglect or willful misconduct of Grantee.

