

DIVISION
LOCATION

ROW AGENT
DESCRIPTION AUTHOR
AUTHOR ADDRESS

DOC. NO
PLAT/GRID NO
WO/JO/CREG NO

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

City of Grand Junction, Grantor, in consideration of Ten Dollars (\$10) and other good and valuable consideration to Grantor in hand paid, by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado Corporation, 550 15th Street, Suite 700, Denver, Colorado 80202-5501, Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto Grantee, its successors and assigns, a perpetual easement for the transmission, distribution, or both, of electricity and for the transmission of communication signals on, over, under, and across the following described premises located in Township 1 South Range 1 West of the Ute Principal Meridian in the City of Grand Junction, County of Mesa, State of Colorado, to-wit:

Legal Description of Easement

A non-exclusive easement situated upon a parcel of land being a portion of a parcel described in Book 2160 at Page 519, recorded at the Mesa County Clerk & Recorder's Office on July 26, 1995, lying in the Northwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 10 (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Southeast corner of the Northwest Quarter of Southwest Quarter of said section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89° 56'54" E, a distance of 1274.54 feet; THENCE N07° 15'20" E a distance of 594.91 feet to the northerly line of said parcel of land described in Book 2160 at Page 519, being the POINT OF BEGINNING;

THENCE S 61°24'59" E along said northerly line, a distance of 35.41 feet
THENCE S 11°27'21" W a distance of 305.72 feet;
THENCE N 00°02'59" W a distance of 300.23 feet;
THENCE N 61°19'31" E along said northerly line, a distance of 34.07 feet to the POINT OF BEGINNING.

Containing 9661 square feet, (0.222 Acres), more or less for a non-exclusive, electric transmission easement.

Basis of Bearing: N 89°58'01" E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2" Aluminum Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2" Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.

Together with the right and authority to Grantee, its successors, licensees, lessees, contractors, or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge, and maintain

electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles, and other supports of whatever materials; together with braces, guys, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers, and other fixtures, devices, and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim, or otherwise control all trees, brush, and other growth on or overhanging said premises.

Except the currently existing retaining wall for the roadway which does not interfere with Grantee's use, no buildings, structures, signs over fifteen feet in height, or wells shall be placed or permitted to remain on, under, or over said premises, so long as it does not interfere with the Grantee's use or Grantee's facilities. No other objects shall be erected, placed, or permitted to remain on, under, or over said premises which will or may be an interference with the facilities constructed on said premises or an interference with the exercise of any of the rights herein granted. Non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this easement to the full extent herein authorized.

Grantee shall exercise the rights herein granted to it with due care, and all damage to the premises occurring hereunder resulting from the failure to exercise due care shall be paid for or repaired at the expense of Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Signed and delivered this 30th day of June, 2010.

GRANTOR:

Tim Moore

[Signature]

STATE OF COLORADO,)
)ss.

COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 30th day of June, 2010 by:

Susan M. Mueller

Witness my hand and official seal.

My commission expires 6/30/2010

Notary Public

