

GRANT OF MULTIPURPOSE EASEMENT

Douglas R. King and Kathleen M. King, also known as Douglas R. King, Kathleen M. King DBA King Enterprises, Grantors, whose mailing address is P.O. Box 2738, Grand Junction, CO 81502, owner of a parcel of land located at 1305 Glenwood Avenue, Grand Junction, CO 81501, as recorded in Reception No. 1738106, Public records of Mesa County, Colorado, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents do hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Multipurpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

A 14-foot multipurpose easement across a parcel of land (Reception No. 1738106) located in the SW¼ of Section 12, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado and being described as follows:

The northerly 14 feet of the parcel recorded at the office of the Mesa County Clerk and Recorder at reception No. 1738106.

Said parcel of land containing 922 square feet, as described herein and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

The interest conveyed is an easement for the purposes and uses and upon the terms stated herein. Grantors reserve the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not unreasonably interfere with the full use and quiet enjoyment of the rights herein granted. Except as expressly permitted in a written agreement with the Grantee, Grantors will not install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other ground cover. A planning clearance shall not suffice as a written agreement. In the event such obstacles are installed in the Easement, the Grantee has the right to require the Grantors to remove such obstacles from the Easement at Grantors cost. If Grantors do not remove such obstacles, the Grantee may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantors the Grantee's costs for such removal. If the Grantee chooses not to remove the obstacles, the Grantee will not be liable for any damage to the obstacles or any other property to which they are attached.

Grantors hereby covenant with Grantee that they have good title to the herein described premises; that they have good and lawful right to grant this Easement; that they will warrant

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and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 13 day of April, 2020.

GRANTORS:

Douglas R. King and Kathleen M. King, also known as Douglas R. King, Kathleen M. King DBA King Enterprises

Douglas R King
Douglas R. King

Kathleen M. King
Kathleen M. King

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 13th day of April, 2020 Douglas R. King and Kathleen M. King, also known as Douglas R. King, Kathleen M. King DBA King Enterprises.

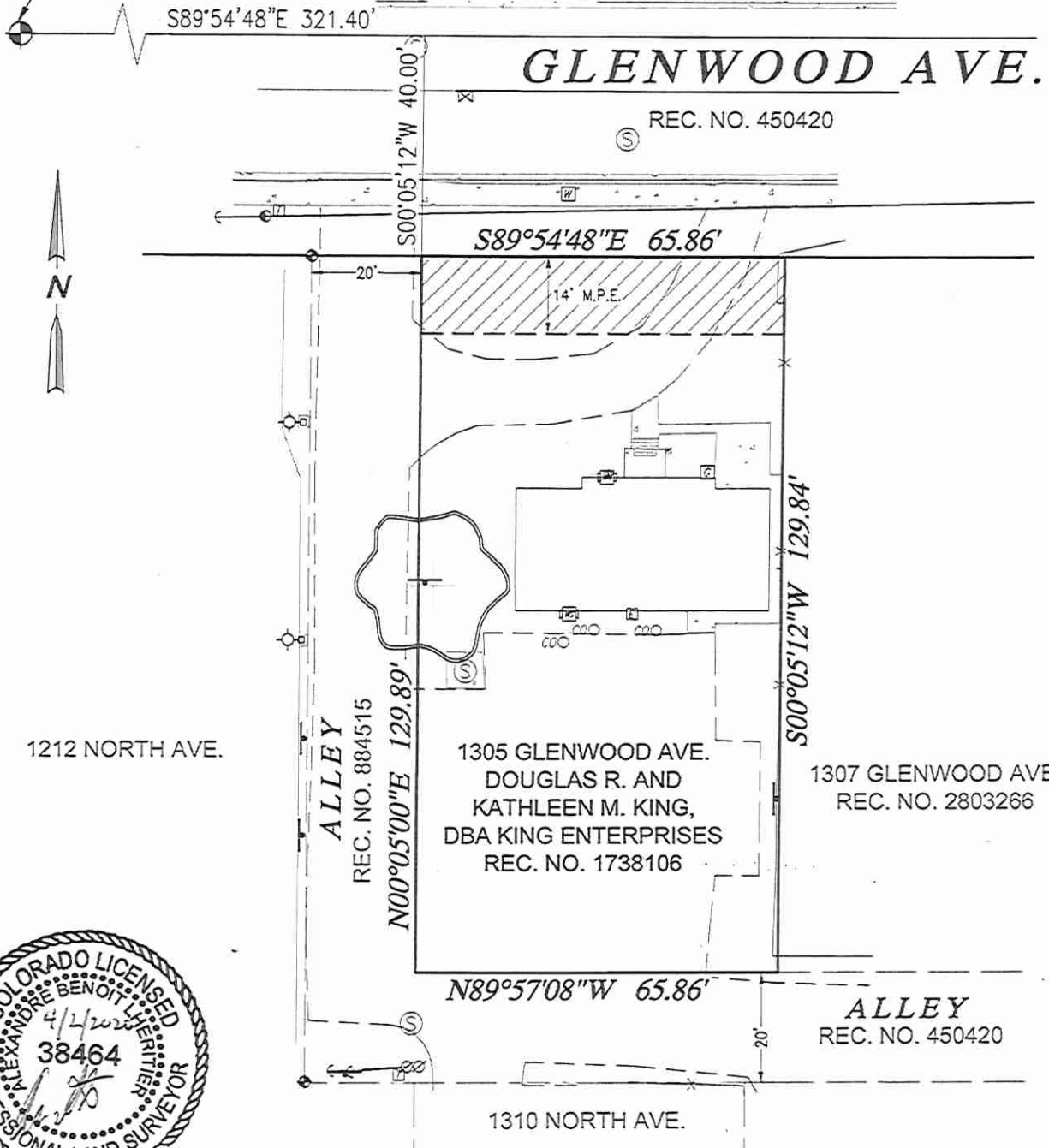
My commission expires August 19, 2020.
Witness my hand and official seal.



Charnan Orsburn
Notary Public

EXHIBIT A

BLOCK MONUMENT AT N. 12TH ST. AND GLENWOOD AVE. FOUND 2" ALUMINUM CAP IN MONUMENT BOX



1212 NORTH AVE.

ALLEY
REC. NO. 884515

N00°05'00"E 129.89'

1305 GLENWOOD AVE.
DOUGLAS R. AND
KATHLEEN M. KING,
DBA KING ENTERPRISES
REC. NO. 1738106

1307 GLENWOOD AVE.
REC. NO. 2803266

S00°05'12"W 129.84'

N89°57'08"W 65.86'

ALLEY
REC. NO. 450420

1310 NORTH AVE.



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

**1305 Glenwood Ave.
14' Multi-Purpose Easement Exhibit**

- Civil & Consulting Engineering
- Construction Management & Site Planning
- Feasibility Studies Permit Expediting
- Environmental Scientists
- Project Management
- Hydrologic Studies

Prepared By
VORTEX
ENGINEERING, INC.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051

PROJECT NO: F15-027 DATE: 04/02/2020 DRAWN BY: ABL CHECKED BY: ABL