

## GRANT OF TRAIL EASEMENT

**Harold L. Kellerby and Cassandra A. Kellerby, Grantors**, whose address is 672 Medhurst Lane, Grand Junction, CO 81504, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents does 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 Trail Easement for the use and benefit of Grantee and for the use and benefit of the Public, as approved by Grantee, for purposes including but not limited to: constructing, installing, maintaining, and repairing a trail and appurtenant facilities and for ingress, egress and access for the public with accompanying pets, if any. For the use as pedestrians and/or with wheelchairs (motorized and nonmotorized), bicycles, motorized bicycles (vehicle having two or three wheels, cylinder capacity not exceeding 50 c.c., and an automatic transmission which does not exceed thirty miles per hour), electric scooters (an electric powered vehicle having two or three wheels and does not exceed thirty miles per hour), and other nonmotorized forms of transportation for commuting and recreational purposes on, along, over, under, through and across the following described parcel of land, to wit:

A strip of land situates within Lot 17, Enclave Subdivision, Filing 1, recorded under Reception No. 2873021, County of Mesa, State of Colorado as depicted on Exhibit A, which exhibit is attached hereto and incorporated herein by this reference and being more particularly described as follows:

### LOT 17:

Beginning at the southwest corner of said Lot 17; thence N00°01'42"W a distance of 1.11 feet along the west line of said Lot 17; thence N64°53'43"E a distance of 3.21 feet; thence N51°47'44"E a distance of 37.13 feet to the south line of said Lot 17; thence S51°35'28"W a distance of 40.94 feet to the point of beginning.

Said strip contains 4.23 square feet more or less.

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 limited 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted. Grantors shall 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 groundcover.

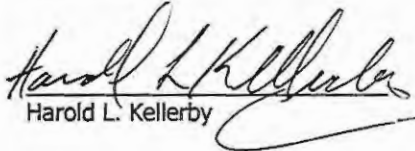
This description was prepared by Michael W. Drissel PLS, 118 Ouray Avenue, Grand Junction, CO 81501

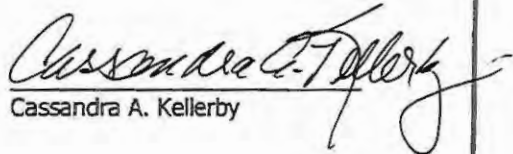
In the event such obstacles are installed in the Easement, the City has the right to require the Grantors to remove such obstacles from the Easement. If Grantors do not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantors the City's costs for such removal. If the City chooses not to remove the obstacles, the City 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 and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 11<sup>th</sup> day of August, 2020.

**GRANTORS:**

  
Harold L. Kellerby

  
Cassandra A. Kellerby

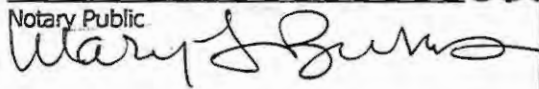
State of Colorado            )  
                                          )ss  
County of Mesa             )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2020 by Harold L. Kellerby and Cassandra A. Kellerby.

My commission expires January 11, 2021

Witness my hand and official seal.

MARY F BURNS  
Notary Public - State of Colorado  
Notary ID 20064010840  
My Commission Expires Jan 11, 2021

Notary Public  


**RATIFICATION OF GRANT OF TRAIL EASEMENT  
LOT 17 OF ENCLAVE SUBDIVISION, FILING 1**

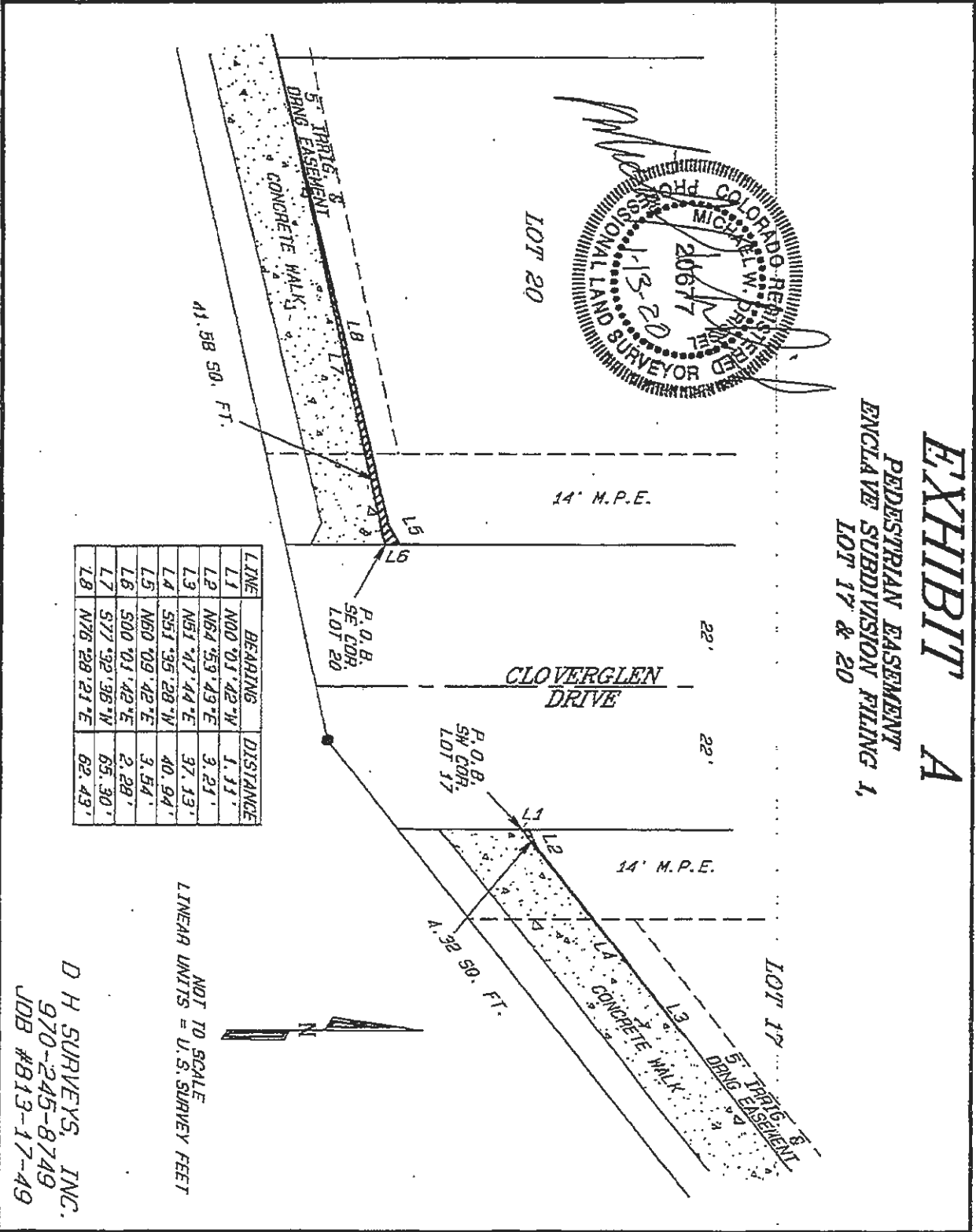
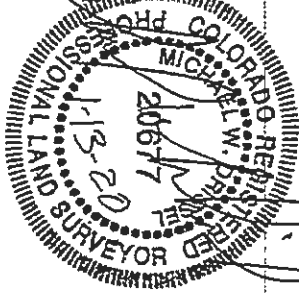
Ratified, acknowledged, and consented to subordination of interest, by the following Deed of Trust Beneficiaries:

The undersigned hereby certifies that it is a holder of a security interest upon the above described property and does hereby join in and consent to this grant of sanitary sewer easement by the owners thereof and agrees that its security interest which is evidenced by that Deed of Trust dated October 30, 2019 and recorded on 11/07/2019, in the office of the Mesa County Clerk and Recorder, Reception No. 2902157, shall be and is hereby subordinate to this grant of sanitary sewer easement



# EXHIBIT A

PEDESTRIAN EASEMENT  
ENCLAVE SUBDIVISION PHASE 1,  
LOT 17 & 20



LINE	BEARING	DISTANCE
L1	N00°01'42"W	1.11'
L2	N64°53'43"E	3.21'
L3	N51°47'44"E	37.13'
L4	S61°36'28"W	40.94'
L5	N60°09'42"E	3.54'
L6	S00°01'42"E	2.28'
L7	S77°32'36"W	65.30'
L8	N76°28'21"E	62.49'

NOT TO SCALE  
LINEAR UNITS = U.S. SURVEY FEET

D H SURVEYS, INC.  
970-245-8749  
JOB #813-17-49