

GRANT OF TRAIL EASEMENT

Gerry Dalton, Grantor, whose address is 2939 Braxton Ct, 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, has 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 situated within Lot 20, 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 20:

BEGINNING at the southeast corner of said Lot 20; thence S77°32'36"W a distance of 65.30 feet along the south line of said Lot 20; thence N76°28'21"E a distance of 62.43 feet; thence N60°09'42"E a distance of 3.54 feet to the east line of said Lot 20; thence S00°01'42"E a distance of 2.28 feet to the point of beginning.

Said strip contains 41.58 square feet more or less.

TO HAVE AND TO HOLD unto the said Grantee, his 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. Grantor reserves 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. Grantor 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 Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantor 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.

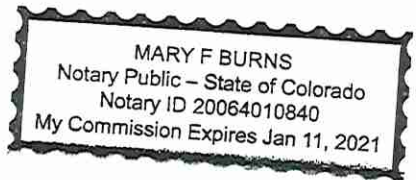
Grantor hereby covenants with Grantee he has good title to the herein described premises; that he has good and lawful right to grant this Easement; that he will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 21st day of September, 2020.

GRANTOR:



Gerry Dalton



State of Colorado)
)SS
County of Mesa)

The foregoing instrument was acknowledged before me this 21st day of September, 2020 by Gerry Dalton.

My commission expires January 11, 2021.

Witness my hand and official seal.



Notary Public

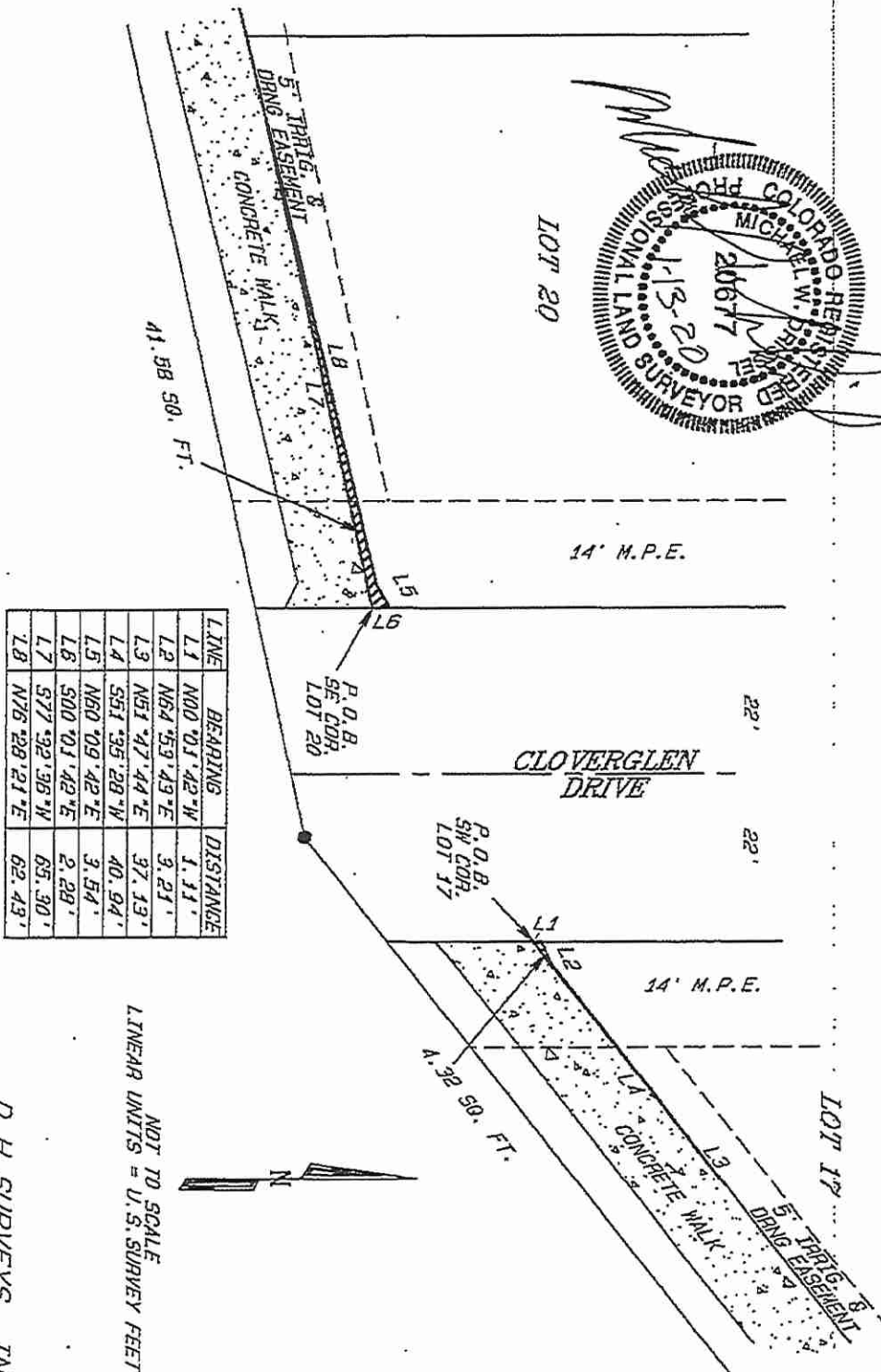
**RATIFICATION OF GRANT OF TRAIL EASEMENT
LOT 20 OF ENCLAVE SUBDIVISION, FILING 1**

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 easement by the owner thereof and agrees that its security interest which is evidenced by that Deed of Trust dated March 8, 2019 and recorded on 04/02/2019, in the office of the Mesa County Clerk and Recorder, Reception No. 2874976, shall be

EXHIBIT A

PEDESTRIAN EASEMENT
 ENCLAVE SUBDIVISION FILING 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	S51°35'28"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	62.43'

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

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