

GRANT OF MULTIPURPOSE EASEMENT

2751 Riverside Properties, LLC, Grantor, whose mailing address is 2751 Riverside Parkway, Grand Junction, CO 81501, owner of a parcel of land located at 2751 Riverside Parkway, Grand Junction, CO 81501, as recorded at Reception No. 2871969, Public records of Mesa County, Colorado, for and in consideration 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 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 tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

The South 129.00 feet of the West 14.00 feet of that property described at Reception Number 2871969 as recorded in the records of the Mesa County Clerk and Recorder;

EXCEPT the West 4.00 feet thereof.

Said tract of land containing 1,290 square feet, more or less, 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. 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. Except as expressly permitted in a written agreement with the Grantee, Grantor 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 Grantor to remove such obstacles from the Easement at Grantor's cost. If Grantor does not remove such obstacles, the Grantee may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantor 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.

Grantor hereby covenants with Grantee that it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant

SHEET 1 OF 3

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

Executed and delivered this 23RD day of JUNE, 2020.

GRANTOR:

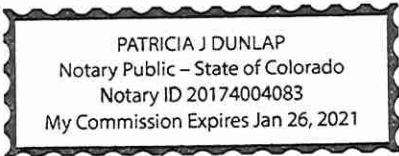
2751 Riverside Properties, LLC

Timothy Scott Manuppella
Timothy Scott Manuppella, Manager of
2751 Riverside Properties, LLC

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 23 day of June, 2020 by Timothy Scott Manuppella, as Manager of 2751 Riverside Properties, LLC.

My commission expires Jan. 26, 2021.
Witness my hand and official seal.



Patricia J Dunlap
Notary Public

**RATIFICATION OF GRANT OF MULTIPURPOSE EASEMENT
2751 RIVERSIDE PARKWAY, GRAND JUNCTION, CO 81501**

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

The undersigned hereby certifies that he is a holder of a security interest upon the above described property and does hereby join in and consent to this grant of multipurpose easement by the owner thereof and agrees that his security interest as beneficiary of the security interest for Gary L. Basher which is evidenced by that Deed of Trust dated March 5, 2019 and recorded on 03/06/2019, in the office of the Mesa County Clerk and Recorder, Reception No. 2871971, shall be and is hereby subordinate to this grant of multipurpose easement to the City of Grand Junction.

Gary L. Basher

By: Gary L. Basher
Print Name: GARY L. BASHER

State of COLORADO)
)ss
County of WELD)

The foregoing instrument was ratified, acknowledged, and consented to subordination of interest, before me this 19 day of June, 2020 by Gary L. Basher.

My commission expires 11/09/2020.
Witness my hand and official seal.



Martha O. Brannan
Notary Public

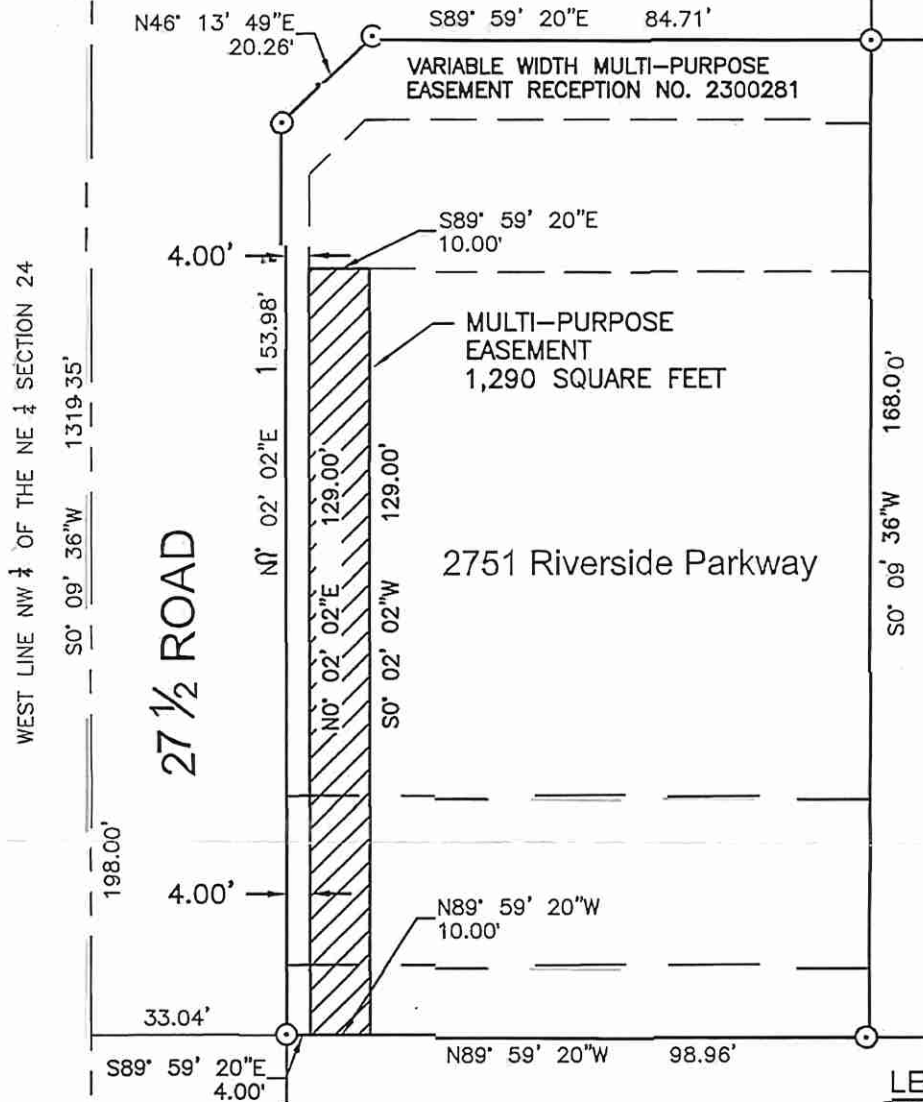
EXHIBIT A



GRAPHIC SCALE:
1"=30'



POINT OF COMMENCEMENT
NORTH 1/4 CORNER
SECTION 24
T1S R1W UTE
MCSM 718-3



BASIS OF BEARINGS
WEST LINE NW 1/4 OF THE NE 1/4 SECTION 24
S0° 09' 36" W 1319.35'

27 1/2 ROAD

2751 Riverside Parkway



LEGAL DESCRIPTION SKETCH
MULTI-PURPOSE EASEMENT
2751 RIVERSIDE PARKWAY
SECTION 24, T1S, R1W, UTE MERIDIAN
MESA COUNTY, COLORADO.

FOUND MCSM NO. 1053
2-1/2 INCH BRASS CAP
NORTH 1/4 CORNER
SECTION 24, T1S, R1W, UTE

POLARIS SURVEYING

PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B
GRAND JUNCTION, CO 81504
PHONE(970)434-7038