

GRANT OF MULTIPURPOSE EASEMENT

River Walk Subdivision Home Owners Association, Inc., Grantor, whose mailing address is 2129 N. 22nd Street, Grand Junction, CO 81501, owner of Tract B as described in the Plat for River Walk Subdivision Filing One, as recorded at Reception No. 2904007, Public records of Mesa County, Colorado, for and in consideration of the sum of Ten 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 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 (Easement) the following described parcel of land, to wit:

Tract B, River Walk Subdivision Filing One at Reception Number 2904007 as recorded at the office of the Mesa County Clerk and Recorder.

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. Except as expressly permitted in a written agreement with the City, 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 and/or building permit shall not suffice as a written agreement. 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 at Grantor's cost. 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 it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it 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 1 day of July, 2021.

GRANTOR:

River Walk Subdivision Home Owners Association, Inc.



Dustin Gehrett as President of River
Walk Subdivision Home Owners Association, Inc.

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 1 day of July, 2021 by Dustin Gehrett, as President of River Walk Subdivision Home Owners Association, Inc.

My commission expires Jan. 26, 2025.
Witness my hand and official seal.



Notary Public

