

## GRANT OF UTILITY EASEMENT

**SNEDDON BUILT LLC, a Colorado Limited Liability Company, Grantor**, whose address is 2937 Brodick Way, Grand Junction, CO 81504, is the owner of that certain real property as evidenced by that certain Warranty Deed recorded at Reception No. 2950171 (the Property) in the records of the Mesa County Clerk and Recorder, for and in consideration of the sum of Ten and 00/100 Dollars 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 Utility Easement for the use and benefit of Grantee and for the use and benefit of Grantee approved utilities as a perpetual easement for 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, and equivalent other public utility providers and appurtenant facilities on, along, over, under, through and across the following described parcel of land, to wit:

A parcel of land situated in Section 5, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, Colorado being more particularly described as follows:

Beginning at the Northeast Corner of Lot 33 of Arran Estates Subdivision Filing 2, and considering the North line of said Lot 33 to bear N89°58'47" W a distance of 105.00 feet for a Basis of Bearings, all bearings herein related thereto;  
thence N0°05'06"W a distance of 20.00 feet; thence S89°58'47"E a distance of 44.00 feet; thence S0°05'06"E a distance of 20.00 feet; thence N89°58'47"W a distance of 44.00 feet to the Point of Beginning.

Said Utility Easement contains 880 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 and forever defend the title and quiet possession thereof against the lawful claims and

### SHEET 1 OF 3

demands of all persons whomsoever.

Executed and delivered this 15 day of SEPTEMBER, 2021.

**GRANTOR: Sneddon Built LLC**

*Maxwell Forrest Sneddon*  
Maxwell Forrest Sneddon, also known as  
Max F. Sneddon Member

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 15 day of September 2021, by Maxwell Forrest Sneddon, also known as Max F. Sneddon as Member for Sneddon Built LLC, a Colorado limited liability company.

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

*Patricia J Dunlap*  
Notary Public



**RATIFICATION OF GRANT OF UTILITY EASEMENT**

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

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 utility easement by the owner thereof and agrees that its security interest as beneficiary of the security interest for Maxwell Sneddon Family Trust, a testamentary trust established by the Last Will of Maxwell Sneddon (Trust) which is evidenced by that Deed of Trust dated September 30, 2020 and recorded on 09/30/2020, in the office of the Mesa County Clerk and Recorder, Reception No. 2945193, as amended and any others shall be and is hereby subordinate to this grant of Utility Easement to the City of Grand Junction. Also, by signature below the signee indicates that signee has such authority to ratify, consent and subordinate the interest for the Trust.

Maxwell Sneddon Family Trust, a testamentary trust established by the Last Will of Maxwell Sneddon

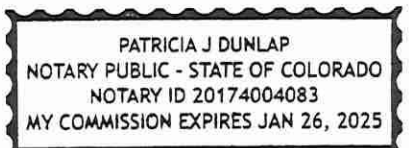
By: *Carole M Sneddon*  
Print Name: Carole M. Sneddon  
Title: Trustee

State of Colorado )  
 )ss  
County of Mesa )

The foregoing instrument was ratified, acknowledged, and consented to subordination of interest, before me this 15 day of September, 2021 by Carole M. Sneddon as Trustee for Maxwell Sneddon Family Trust, a testamentary trust established by the Last Will of Maxwell Sneddon.

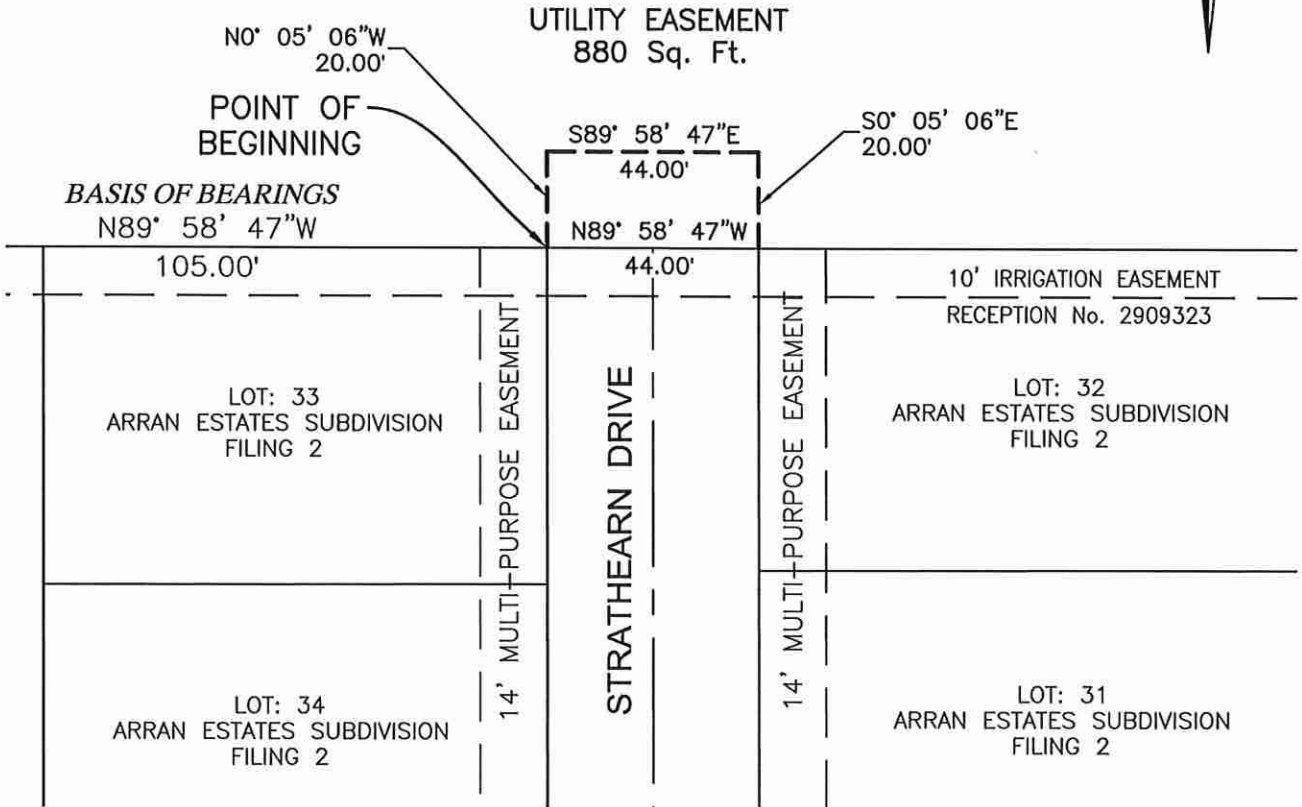
My commission expires Jan. 26, 2025.  
Witness my hand and official seal.

*Patricia J Dunlap*  
Notary Public



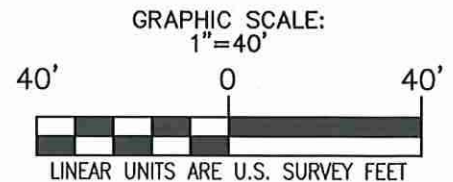
# Exhibit A

LOT 1  
 MARCHUN FARMS SIMPLE SUBDIVISION  
 RECEPTION No. 2414495  
 PARCEL No. 2943-052-93-001  
 2921 G ROAD  
 SNEDDON BUILT LLC



## LEGAL DESCRIPTION SKETCH

ARRAN ESTATES SUBDIVISION FILING 2  
 UTILITY EASEMENT  
 STRATHEARN DRIVE  
 NE 1/4 NW 1/4 OF SECTION 5  
 T1S, R1E, U.M.  
 CITY OF GRAND JUNCTION  
 MESA COUNTY, COLORADO



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