

GRANT OF MULTIPURPOSE EASEMENT

PINNACLE RIDGE HOME OWNERS ASSOCIATION, INC., a Colorado non-profit corporation, Grantor, whose address is P.O. Box 39, Fruita, CO 81521, owner of Tract A, Pinnacle Ridge Subdivision, Filing 1, Grand Junction, CO 81507, as recorded at Reception No. 2833579, 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 14' multipurpose easement dedicated to the City of Grand Junction situated in the NW1/4NW1/4 of Section 21, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado, described as:

A 14' wide multipurpose easement in Tract A of Pinnacle Ridge Subdivision Filing 1 (Rec. No. 2833577) along that part of Tract A adjacent to Spire Court as dedicated in Pinnacle Ridge Subdivision Filing 3 extended to the boundary lines of said Tract A, more particularly described as:

Beginning at the northernmost corner of Lot 22, Pinnacle Ridge Filing 3, from which the southwest corner bears S15°06'09"W 96.02 feet, running thence along the Spire Court right-of-way along a curve to the right 26.43 feet (Curve Data: Radius=48.00 feet, Delta=31°33'11", Chord Bears N24°00'36"W 26.10 feet) to the southernmost corner of Lot 23, Pinnacle Ridge Filing 3; running thence along said Lot 23 boundary line N46°34'16"W 19.49 feet; thence along a non-tangent curve to the left 58.97 feet; (Curve Data: Radius=62.00 feet; Delta=54°29'36", Chord Bears S21°12'33"E 56.77 feet) to the boundary line of said Lot 22; thence along said Lot 22 boundary line N15°06'09"E 16.25 feet to the northernmost corner of said Lot 22 and the Point of Beginning.

Said 14' Multipurpose Easement contains 602 square feet (0.014 acres), 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. 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

SHEET 1 OF 3

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 demands of all persons whomsoever.

Executed and delivered this 21 day of OCTOBER, 2021.

GRANTOR:

PINNACLE RIDGE HOME OWNERS ASSOCIATION, INC.



Robert W. Jones II, President

State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 21 day of October, 2021 by Robert W. Jones II, as President of Pinnacle Ridge Home Owners Association, Inc.

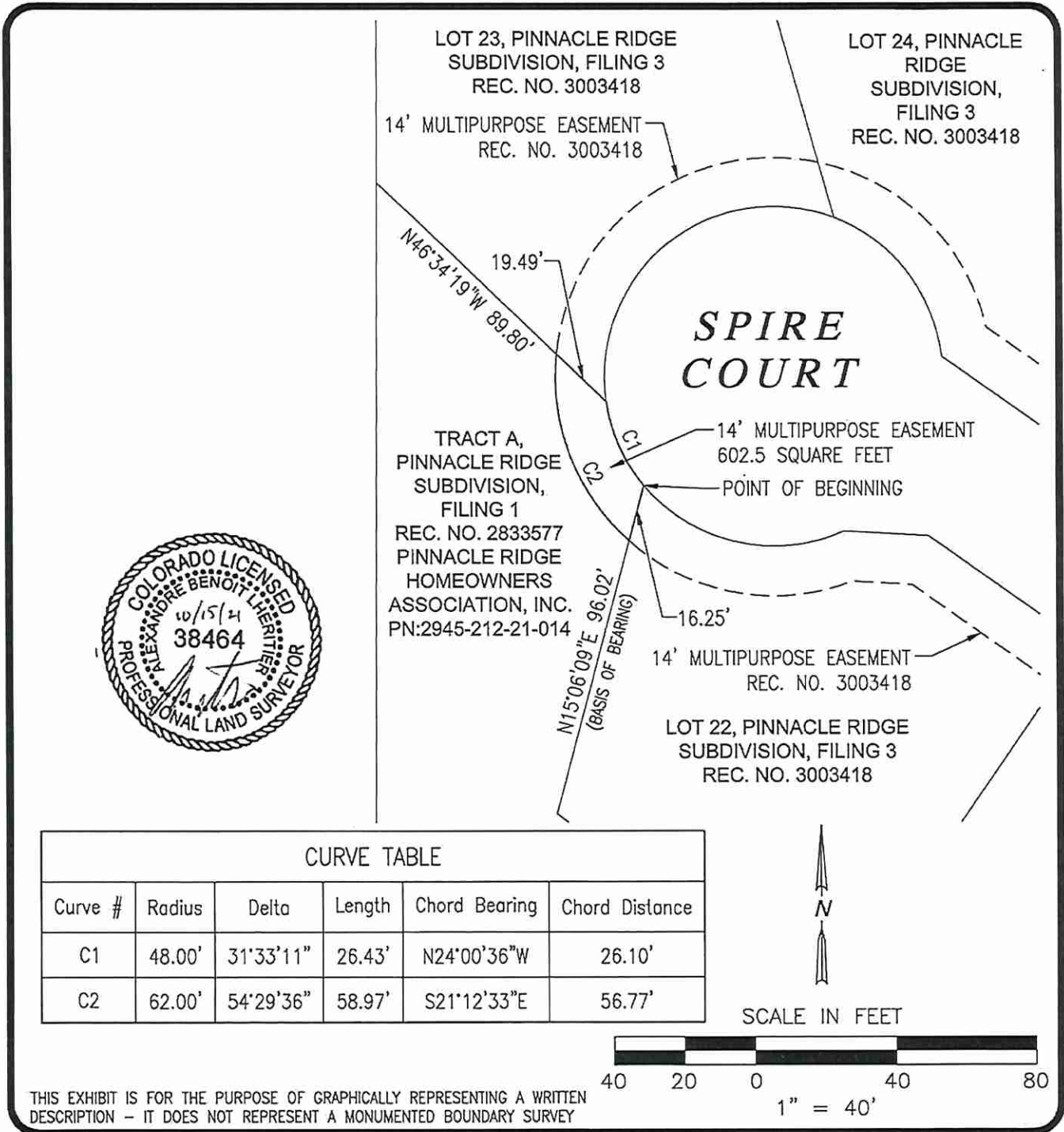
My commission expires Jan. 26, 2025.
Witness my hand and official seal.





Notary Public

EXHIBIT A



*Pinnacle Ridge Subdivision - Filing 1
Multipurpose Easement
Tract A*

PROJECT NO: F04-006 DATE: 10/15/2021 DRAWN BY: ABL CHECKED BY: ABL

Prepared By
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