

GRANT OF MULTIPURPOSE EASEMENT

KILGORE COMPANIES, LLC, a Delaware limited liability company, a.k.a. KILGORE COMPANIES, LLC, dba ELAM CONSTRUCTION, Grantor, whose mailing address is 1550 Wynkoop Street, 3rd Floor, Denver, CO 80202, who is the owner of a parcel of land located at 595 23 ¼ Road, Grand Junction, CO 81505, as recorded at Reception No. 2928583, 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 14.00' Multi-Purpose Easement, in the NW1/4 of Section 8, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

The westerly 14.00' of the easterly 18.00 feet of Lot 24 of Orchard Grove subdivision (Reception Number 18419) lying north of the right-of-way of Redlands Parkway as described at Reception Number 2151727 of the Mesa County real property records.

Said 14' Multipurpose Easement contains 7,628 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. 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 demands of all persons whomsoever.

Executed and delivered this 8th day of November, 2022.

GRANTOR:

KILGORE COMPANIES, LLC, a.k.a. KILGORE COMPANIES, LLC, dba ELAM CONSTRUCTION



Russ Larsen, Vice President


State of Colorado)

)ss

County of Mesa)

The foregoing instrument was acknowledged before me this 8th day of November, 2022 by Russ Larsen, Vice President, Kilgore Companies, LLC.

My commission expires 1-28-23.
Witness my hand and official seal.


Notary Public

CRYSTAL LAKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194003813
MY COMMISSION EXPIRES JANUARY 28, 2023

EXHIBIT A

A&G PARTNERSHIP LLP
 RN. 1758389
 2345 RIVER RD
 GRAND JUNCTION, CO 81505

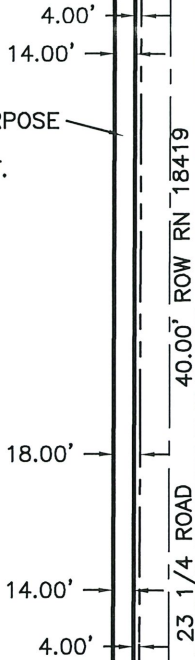
ORCHARD GROVE
 LOT 20 SOUTH 330'
 RN. 18419 SECTION 5
 2945-053-00-111 T1S. R1W U.M.

SECTION 8
 T1S. R1W U.M.

14.00' MULTI-PURPOSE
 EASEMENT
 7,628 SQ.FT.
 0.18 Acres

SUBJECT PROPERTY
 2945-082-00-104
KILGORE COMPANIES LLC
 RN. 2928583
 595 23 1/4 RD
 GRAND JUNCTION, CO 81505

ORCHARD GROVE
 LOT 24
 RN. 18419



REDLANDS PARKWAY

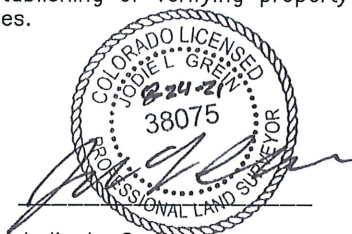
The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

LEGEND

- MESA COUNTY SURVEY MARKER
- R.O.W. RIGHT-OF-WAY



NOT A SURVEY PLAT



Jodie L. Grein
 Registered Professional Land Surveyor
 P.L.S. No. 38075

 <small>Ridgeland Consulting Engineers, LLC</small> 405 Ridges Blvd. Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.rcegi.com		EXHIBIT A 14.00' MULTI-PURPOSE EASEMENT IN THE NW1/4 OF SECTION 8, T.1S., R.1W. UTE MERIDIAN, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
		Drawn: LC Designed: Checked: JLG PLO: C1434 Plot: 1	File Name: C:\C1434\C1434EX-595-MPEDWG Date: 8/23/21 Of: 1