

GRANT OF MULTIPURPOSE EASEMENT

A & G PARTNERSHIP LLP, a Colorado limited liability partnership, Grantor, whose address is 710 S 15th Street, Grand Junction, CO 81505, who is the owner of a parcel of land located at 601 23 ¼ Road, Grand Junction, CO 81505, as recorded at Reception No. 1937093, 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 SW1/4 of Section 5, 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 feet of the easterly 18.00 feet of Lot 12 Together With the westerly 14.00' of the easterly 18.00 feet of Lot 20 lying north of the south 330 feet of lot 20, of Orchard Grove subdivision (Reception Number 18419).

Said 14' Multipurpose Easement contains 13,918 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.

SHEET 1 OF 3

Executed and delivered this 27th day of December, 2022.

GRANTOR:

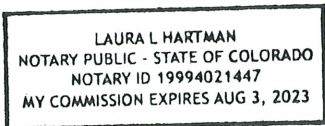
A & G PARTNERSHIP LLP

Alan Parkerson
Alan Parkerson, General Partner

State of Colorado)
)SS
County of Mesa)

The foregoing instrument was acknowledged before me this 27th day of December, 2022 by Alan Parkerson, General Partner, A & G Partnership LLP.

My commission expires 8-3-23.
Witness my hand and official seal.



Laura L Hartman
Notary Public

EXHIBIT A

2945-053-00-098
 AZCARRAGA MARTIN AND DONNA L
 RN. 1529346
 2323 RIVER RD
 GRAND JUNCTION, CO 81505

SW1/16 CORNER
 SECTION 5
 T1S. R1W U.M.



ORCHARD GROVE
 LOT 12 LYING SE OF DRAIN
 RN. 18419

14.00' MULTI-PURPOSE
 EASEMENT
 13,918 SQ.FT.
 0.32 Acres

SUBJECT PROPERTY
 2945-053-00-035
 A&G PARTNERSHIP LLP
 RN. 1937093
 601 23 1/4 RD
 GRAND JUNCTION, CO 81505

ORCHARD GROVE
 LOT 20 LYING SE OF DRAIN
 EXCEPT THE SOUTH 330'
 RN. 18419

ORCHARD GROVE
 LOT 20 SOUTH 330'
 RN. 18419
 2945-053-00-111

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

40.00' ROW RN 18419
 23 1/4 ROAD

14.00'


4.00'

14.00'

4.00'

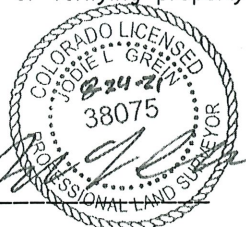
The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary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

 Rottland Consulting Engineers, LLC 405 Ridges Blvd, Suite A Grand Junction, CO 81507 Voice: (970) 243-8300 Fax: (970) 241-1273 www.rcegl.com		EXHIBIT A 14.00' MULTI-PURPOSE EASEMENT IN THE SW1/4 OF SECTION 5, T.1S., R.1W. UTE MERIDIAN, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn	LC	Checked	JLG
Proj	C1434	Sheet	1
File Name:	C:\C1434\C1434EX- 801-MPE.DWG		Date
		8/23/21	1