

## GRANT OF DRAINAGE EASEMENT

805 Struthers LLC, a Colorado Limited Liability Company whose address is 312D Aspen Airport Business Center, Aspen, CO 81611, GRANTOR, is the owner of that certain real property as evidenced by that certain Warranty Deed recorded at Reception No. 2972502 (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 (\$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 Drainage Easement for the use and benefit of Grantee and for the use and benefit of the Public, as approved by Grantee, as a perpetual drainage easement for drainage and the installation, operation, maintenance and repair of drainage facilities and appurtenances, on, along, over, under, through and across a parcel of land, in the City of Grand Junction, County of Mesa State of Colorado, more particularly described in Exhibit A and depicted on Exhibit B, which exhibits are attached hereto and incorporated herein by this 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 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. 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 21 day of August, 2023.

GRANTOR: 805 Struthers LLC, a Colorado Limited Liability Company

  
Mark Friedland, Manager

State of Colorado )  
County of Pitkin ) ss.

**ALEXANDRA GEORGE**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20204044727**  
**MY COMMISSION EXPIRES 12-29-2024**

The foregoing instrument was acknowledged before me this 21 day of August, 2023, by Mark Friedland, as Manager for 805 Struthers LLC, A Colorado Limited Liability Company.

My commission expires 12-29-24.

Witness my hand and official seal.

  
Notary Public

## EXHIBIT A

A drainage easement across a Parcel of land described in the Warranty Deed as recorded at Reception Number 2972502, Situated in the northwest quarter of the southeast quarter of Section 23, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement being more particularly described as follows:

Commencing at a 2.75" brass cap, marked "MCSM 1280," being the northwest corner of the southeast quarter of said Section 23, whence a 3.25" brass cap, marked "PLS 24306", for the northeast corner of the southeast quarter of said Section 23 bears South 89°35'48" East, with all bearings contained herein relative thereto;

Thence South 89°35'48" East, a distance of 612.05 feet to the northwest corner of said Parcel, monumented with a 2" aluminum cap marked "PLS 24953 HDS";  
Thence South 75°30'06" East a distance of 24.64 feet to a point on the southerly line of Dedicated Right-of-Way as record at Reception Number 3033603 and the Point of Beginning;

Thence South 89°35'48" East, a distance of 10.00 feet along said southerly Right-of-Way Line;

Thence South 00°24'12" West, a distance of 31.80 feet;

Thence South 64°48'14" West, a distance of 10.48 feet;

Thence South 01°18'36" East, a distance of 226.27 feet;

Thence South 62°11'28" East, a distance of 95.19 feet;

Thence South 89°37'34" East, a distance of 168.89 feet to a point on the east boundary line of said Parcel;

Thence South 03°36'32" East, a distance of 10.02 feet to the southeast corner of said Parcel;

Thence North 89°37'34" West, a distance of 172.03 feet along the south boundary line of said Parcel;

Thence North 62°11'28" West, a distance of 101.02 feet to a point on the west boundary line of said Parcel;

Thence North 04°29'15" West, a distance of 39.27 feet along said west boundary line;

Thence North 01°18'36" West, a distance of 200.66 feet;

Thence North 64°48'14" East, a distance of 10.69 feet;

Thence North 00°24'12" East, a distance of 25.50 feet to the Point of Beginning.

Containing 5373 Sq. feet (0.12 acres), more or less.

This description was prepared by:  
Alec K. Thomas  
Colorado P.L.S. 38274  
215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81506

NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

