

## GRANT OF MULTIPURPOSE EASEMENT

**Havlik Blackout QOF LLC, a Colorado Limited Liability Company whose address is 2585 H Road, Grand Junction, CO 81505, GRANTOR**, owner of a parcel of land located at 715 23 1/2 Road, Grand Junction, CO 81505, as recorded at Reception No. 2998616, 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 parcel of located in the SE1/4 of the SW1/4 of Section 32, Township 1 North, Range 1 West, Ute Meridian, Grand Junction, County of Mesa, Colorado, being described as:

The west 14' of the east 54' of the parcel of land described at Reception No. 2998616.

Said parcel of land containing 9,213 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 demands of all persons whomsoever.

**SHEET 1 OF 3**

Executed and delivered this 1<sup>st</sup> day of February, 2024.

**GRANTOR: Havlik Blackout QOF LLC, a Colorado Limited Liability Company**

  
\_\_\_\_\_  
Dean Havlik, Manager

State of Colorado     )  
                                  ) ss.  
County of Mesa         )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February 2024, by Dean Havlik, as Manager for Havlik Blackout QOF LLC, A Colorado Limited Liability Company.

My commission expires 7-22-2027.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

LINDA WILSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154028882  
MY COMMISSION EXPIRES JULY 22, 2027

# EXHIBIT A

