

GRANT OF MULTIPURPOSE EASEMENT

WESCOIN, LLLP, a Colorado Limited Liability limited partnership, whose address is PO Box 774563, Steamboat Springs, CO 80477, **Grantor**, owner of a parcel of land located at 2275 Logos Court, Grand Junction, CO 81505, as recorded at Reception No. 3006638, 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 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.

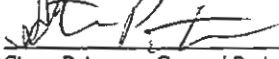
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming 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.

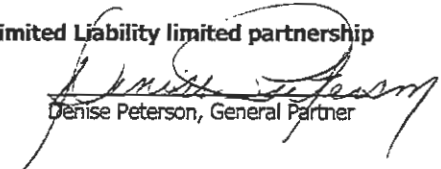
The interest conveyed is an easement for the purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with, and which will not unreasonably interfere with the full use 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.

Executed and delivered this 6 day of March, 2024.

Grantor: WESCOIN, LLLP, a Colorado Limited Liability limited partnership



Steve Peterson, General Partner


Denise Peterson, General Partner

State of Colorado)
County of Monte)ss

The foregoing instrument was acknowledged before me this 6 day of March 2024, by Steve Peterson and Denise Peterson as General Partners of WESCOIN, LLLP, a Colorado Limited Liability limited partnership.

Witness my hand and official seal
MACHANA HERON PUSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20214020332
My Commission Expires May 28, 2025


Notary Public

RATIFICATION OF GRANT OF MULTIPURPOSE EASEMENT

Ratified, acknowledged, and consented to subordination of interest, by the following Deed of Trust Beneficiary:

The undersigned hereby certifies that it is a holder of a security interest upon the above described property and does hereby join in and consent to this grant of multipurpose easement by the owner thereof and agrees that its security interest as beneficiary of the security interest for Timberline Bank, which is evidenced by that Deed of Trust dated October 29, 2021 and recorded on 11/03/2021, in the office of the Mesa County Clerk and Recorder, Reception No. 3006639, shall be and is hereby subordinate to this grant of multipurpose easement to the City of Grand Junction.

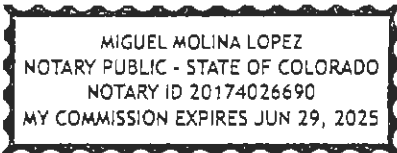
Timberline Bank

By: *Gabe Taets*
Print Name: Gabe Taets

State of Colorado)
County of Mesa)ss
)

The foregoing instrument was ratified, acknowledged, and consented to subordination of interest, before me this 20 day of March, 2024 by Gabe Taets as Business Banking Officer for Timberline Bank with authority to do so.

Witness my hand and official seal.



Miguel Molina
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A tract of land located entirely within Lot 3 of the 23 Road Commercial Subdivision as described at Reception Number 1276849 of the Mesa County Records and situated in the North Half of the Southeast Quarter of Section 31, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and being more particularly described as follows:

The North 14.00 feet of said Lot 3 of the 23 Road Commercial Subdivision.

Said parcel contains 6,160 square feet as described.

Above legal description written by:

Patrick W. Click

Colorado registered Professional Surveyor No. 37904

3194 Mesa Avenue Unit B

Grand Junction, Colorado 81504



EXHIBIT B

