

GRANT OF MULTIPURPOSE EASEMENT

CFT NV Developments LLC, a Nevada limited liability company, whose address is 1120 N. Town Center Drive, Suite 150, Las Vegas, NV 89144, **Grantor**, owner of a parcel of land located at 2422 Patterson Road, Grand Junction, CO 81505, as recorded at Reception No. 3067341, 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.

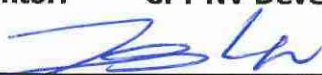
TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming 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 22 day of March, 2024.

Grantor: CFT NV Developments LLC, a Nevada limited liability company



Manager for CFT NV Developments, LLC

David Luo

Printed Name

Manager

Title

State of _____)
County of _____)ss

APPROVED AS TO FORM

BY 

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by _____, as Manager for CFT NV Developments LLC, a Nevada limited liability company.

Witness my hand and official seal.

Notary Public

Please See Attached

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On MAR 22 2024 before me, Christian Alexander Galeana (Notary Public),
(Here insert name and title of the officer)

personally appeared David Luo
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

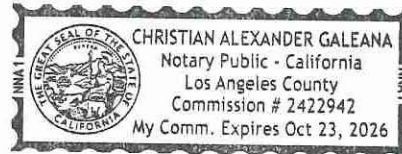
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christian Alexander Galeana

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

Multipurpose Easement along Patterson Road

Being a part of Lot One (1) of Fisher Subdivision as recorded in Plat Book 12, Page 161, Mesa County Records, also described as follows:

Commencing at a Mesa County Brass Cap at the Southwest Corner of Section Four (4) Township 1 South, Range 1 West, of the Ute Meridian and considering the line to a Mesa County Brass Cap at the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section Four (4) to bear North 01 deg. 51 min. 49 sec. East (North 00 deg. 04 min. 49 sec. East record), 1319.78 feet with all bearings herein contained relative thereto; Thence North 01 deg. 51 min. 49 sec. East (North 00 deg. 04 min. 49 sec. East record) 1079.97 feet; thence on the North right-of-way line of F Road, South 88 deg. 13 min. 26 sec. East, (North 89 deg. 59 min. 40 sec. East record) 1049.57 feet to a 5/8" rebar, aluminum cap at the Southwest Corner of said Lot One and the True Point of Beginning;

Thence North 01 deg. 59 min. 42 sec. East (North 00 deg. 06 min. 21 sec. East record) 14.06 feet along the West line of said Lot One;

Thence North 86 deg. 30 min. 30 sec. East 182.33 feet to the East line of said Lot One;

Thence South 01 deg. 59 min. 42 sec. West (South 00 deg. 06 min. 21 sec. West record) 14.06 feet along said East line;

Thence South 86 deg. 30 min. 30 sec. West 182.33 feet to a 5/8" rebar, aluminum cap and the True Point of Beginning.

Contains: 2,553 sq. ft. or 0.0586 acres



Kevin W. Reynolds, PLS 34581

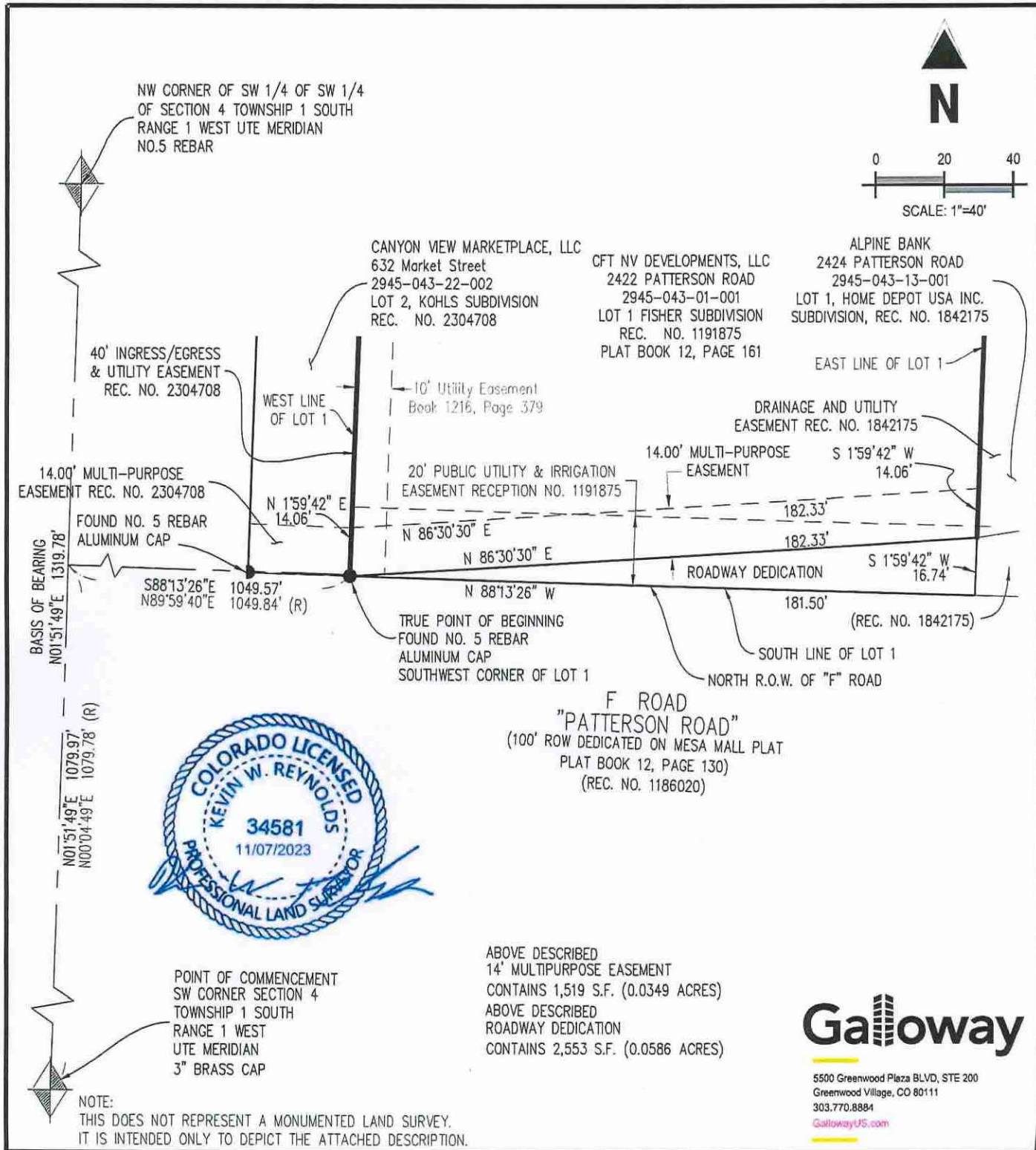
Project No. HVT.006

Prepared for and on behalf of Galloway and Co., Inc.

5500 Greenwood Village Plaza Blvd., Suite 200

Greenwood Village, Colorado 80111

EXHIBIT B



2422 Patterson Road
Grand Junction, CO
Parcel: 2945-043-01-001

Exhibit A

Project No:	HVT.006
Drawn By:	JRA/SCD/RCE
Checked By:	JRA/GMK/KWR/LGB
Date:	11/07/2023