

GRANT OF MULTI-PURPOSE EASEMENT

Bresnan Communications, LLC, now known as Spectrum Pacific West, LLC, Grantor, for and in consideration of the sum of Ten 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 Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include 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, landscaping, trees, grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2945-033-07-030
Being a parcel of land included in the land described in Book 3321 and Page 18
as recorded in the Mesa County Clerk and Recorder's records, Colorado.

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees 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 limited 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. Notwithstanding any other provision of this Easement, Grantor's reserved rights expressly include rights to use the Easement area for paved parking spaces and to install landscaping within the Easement. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, and/or patio, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

Except as indicated above, to the extent that any damage or disturbance results from work done within the Easement by Grantee or a contractor, employee, or agent of Grantee, then Grantee shall restore all damaged or disturbed areas to a condition that is as good or better than the existing condition within the Easement, including restoration of landscaping, asphalt, parking spaces (including striping), and fencing. To the extent that any damage or disturbance results from work done within the Easement by a public utility or a contractor, employee, or agent of the public utility, then the public utility shall restore all damaged or disturbed areas to a condition that is as good or better than the existing condition within the Easement, including restoration of landscaping, asphalt, parking spaces (including striping), and fencing.

Grantor shall warrant and forever defend the title and quiet possession of the premises against each person or persons lawfully claiming the whole or any part thereof, by, through or under the Grantor.

Executed and delivered this 21 day of July, 2023.

Spectrum Pacific West, LLC

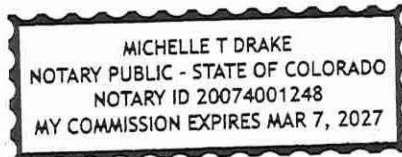
By: [Signature]
Name: Michael D. Reid
Title: SVP, Corporate Services,
for Charter Communications, Inc. as Manager
Date: 7/21/2023

State of Colorado)
) ss.
County of Arapahoe)

The foregoing instrument was acknowledged before me this 21 day of July, 2023, by Michael D. Reid, SVP, Corporate Services for Charter Communications, Inc., as Manager of Spectrum Pacific West, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission Expires: Mar 7, 2027



[Signature]
Notary Public

EXHIBIT "A"
14' MULTI PURPOSE EASEMENT

A certain parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:
Commencing at the South 1/16 corner on the West line of said Section 3, whence the Southwest corner of said Section 3 bears S00°02'42"W with all bearings hereon being relative thereto;
thence S82°27'50"E, a distance of 55.47 feet to the Point of Beginning;
thence N89°59'52"E, a distance of 14.00 feet;
thence S00°02'42"W, a distance of 469.32 feet;
thence 20.03 feet along a 75.00 foot radius curve to the right with
a chord bearing of N44°28'26"W and a chord distance of 19.97 feet;
thence N00°02'42"E, a distance of 455.07 feet to the Point of Beginning.

Said description contains an area of 6,480 SQ FT more or less, as described herein and illustrated on Exhibit "B".



This legal description prepared by:
Christopher C. Ransier CO PLS 38089
717 Centauri Drive
Grand Junction, CO 81506

