

GRANT OF MULTI-PURPOSE EASEMENT

Mathew J. Enriquez and Lorraine V. Enriquez, Grantors, whose legal address is 621 Meander Drive, Grand Junction, Colorado 81505, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose 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 the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, irrigation and drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described parcel of land, to wit:

A strip of land, situate in the NW 1/4 SW 1/4 of Section 10, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the C-W 1/16 corner of said Section 10, the basis of bearing being S89°59'37"W along the north line of said SW 1/4 NW 1/4 to the W 1/4 corner of said Section 10;

thence S89°59'37"W a distance of 420.79 feet;

thence S00°00'23"E a distance of 34.00 feet to the point of beginning;

thence S00°00'23"E a distance of 14.00 feet;

thence S89°59'37"W a distance of 100.00 feet;

thence N00°00'23"W a distance of 14.00 feet;

thence N89°59'37"E a distance of 100.00 feet to the point of beginning.

Said strip contains 1400 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.

1. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantors reserve 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 substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantors hereby covenant with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantors from installing landscaping features or similar improvements typically located in Easement areas.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

3. Grantors hereby covenant with Grantee they have good title to the herein described premises; that they have good and lawful right to grant this Easement; that they 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 30th day of April, 2009.

Mathew J. Enriquez
Mathew J. Enriquez

Lorraine V. Enriquez
Lorraine V. Enriquez

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of April, 2009, by Mathew J. Enriquez and Lorraine V. Enriquez.

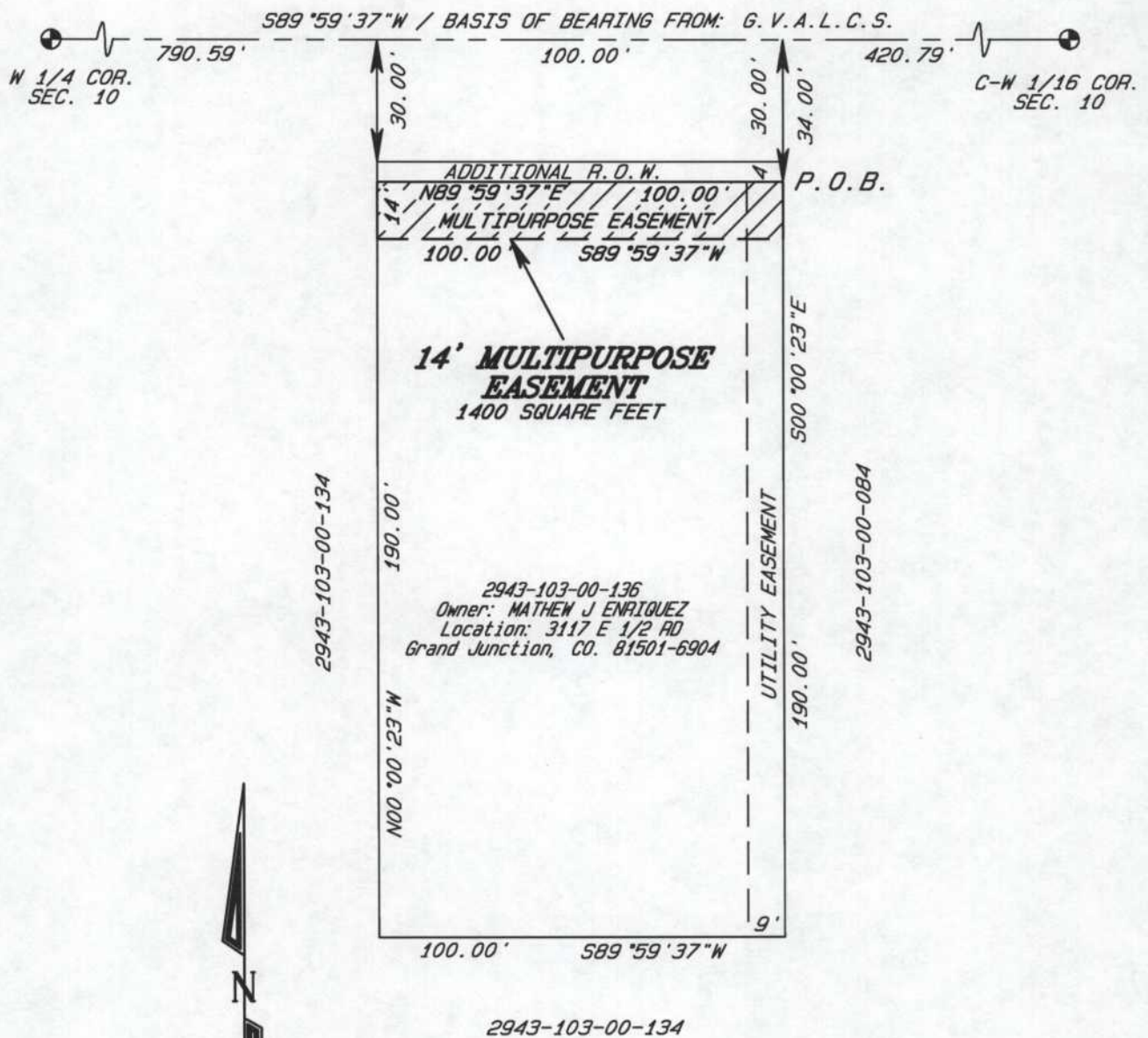
My commission expires 10/29/2009.

Witness my hand and official seal.



Gayleen Henderson
Notary Public

EXHIBIT A



NOT TO SCALE

R.O.W. = RIGHT-OF-WAY
 P.O.B. = POINT OF BEGINNING
 G.V.A.L.C.S. = GRAND VALLEY AREA
 LOCAL COORDINATE SYSTEM

D H SURVEYS, INC.
 970-245-8749
 JOB # 1135-09-01