

## GRANT OF MULTI-PURPOSE EASEMENT

**GC-SPV 1, LLC, Grantor**, for and in consideration of the sum of Ten Dollars and other good and valuable consideration (\$10.00), 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. 5<sup>th</sup> 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 in, 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, bus stop, street lighting, landscaping, trees and 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.

Part of Mesa County Assessor Parcel No.: 2701-364-00-075.

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 substantially interfere with the full use and quiet enjoyment of the rights herein granted. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover 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.

The easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors or any of its successors in title or interest, and the public.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

(INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)



Exhibit A

2701-364-00-075

**MULTI-PURPOSE EASEMENT PARCEL NO. MPE-4 LEGAL DESCRIPTION**

A Parcel of land being a portion of Reception Number 3032481, located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), Section 36, Township 1 North, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County Colorado being more particularly described as follows:

Commencing at the South Quarter Corner of Said Section 36, whence the West Sixteenth Corner of said Section 36/Section 1 bears S89°59'29"W a distance of 1321.07 feet using the Mesa County Local Coordinate System with all other bearings contained herein being relative thereto; thence from said point of commencement N63°57'47"W a distance of 328.82 feet to the Point of Beginning; thence the following three (3) courses, 1) S33°07'31"W a distance of 30.00 feet, 2) N56°52'29"W a distance of 4.06 feet, 3) S34°45'27"W a distance of 24.06 feet to a point on the boundary of said Parcel of land as described in Reception Number 3032481, thence along said boundary Northeasterly along the Arc of a 50.00 foot radius curve concave Southeasterly, a distance of 22.28 feet thru a central angle of 25°31'47" whose cord bears N21°42'55"E a distance of 22.10 feet, to a point on the Easterly boundary line of Horizon Drive, Reception Number 864519; thence along said boundary line N34°00'25"E a distance of 32.40 feet; thence S56°52'29"E a distance of 8.62 feet to the Point of Beginning.

The purpose of the above described Parcel of land is for a Multi-Purpose Easement for Horizon Drive Bus Stop.

Said Parcel of land containing 350 Square Feet or 0.008 Acres more or less.

Authored by: Renee B. Parent, CO LS38266, City Surveyor, City of Grand Junction  
244 N. 7th Street, Grand Junction, Colorado, 81501, 970-256-4003



**PUBLIC WORKS  
ENGINEERING DIVISION**

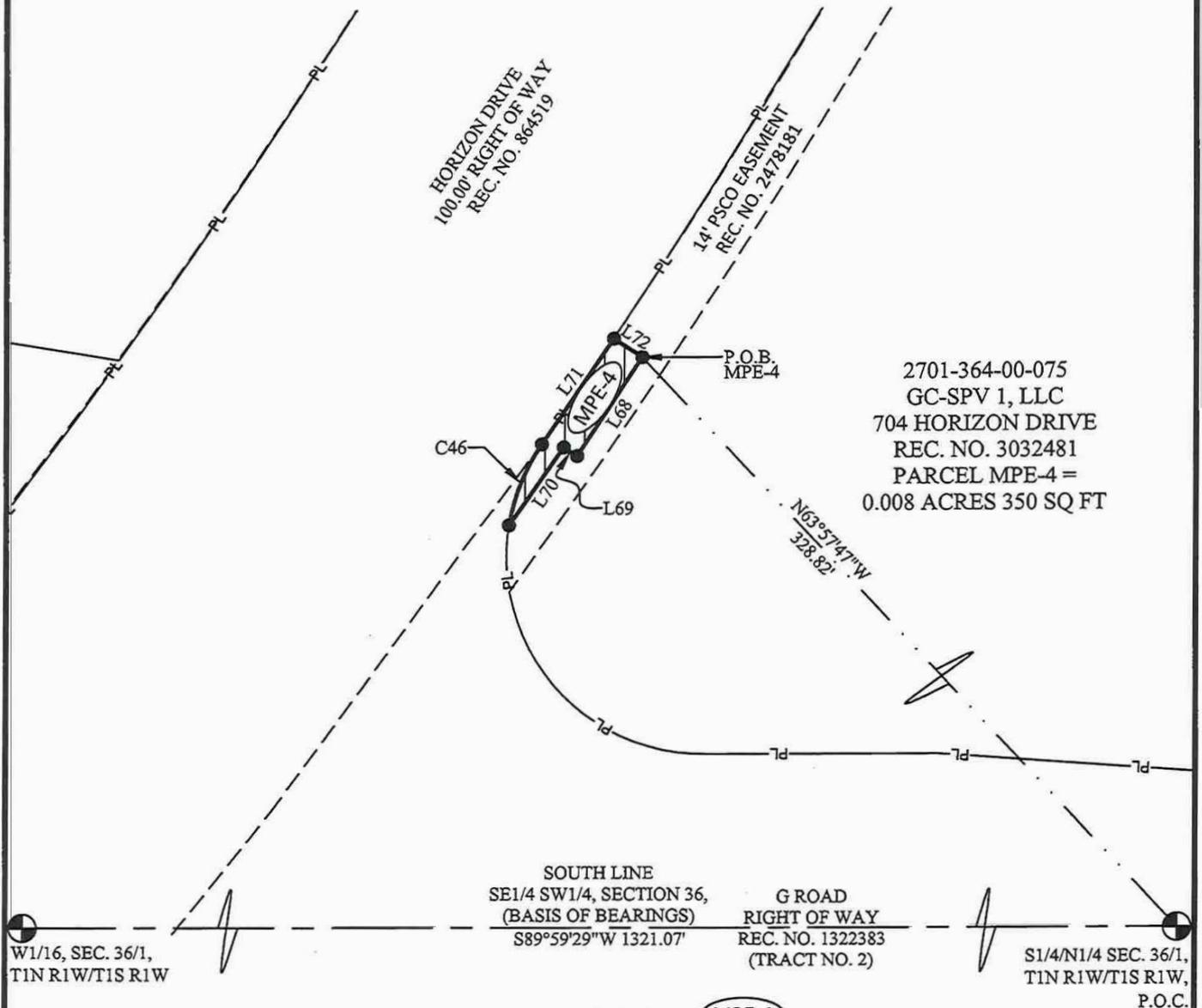
DRAWN BY: MJH  
DATE: 6/14/2023  
SCALE: N/A  
APPR. BY: RBP

LOCATED IN  
SE1/4 SW1/4, SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 1 WEST,  
UTE MERIDIAN,  
CITY OF GRAND JUNCTION,  
COUNTY OF MESA,  
STATE OF COLORADO



Exhibit B

2701-364-00-075  
MULTI-PURPOSE EASEMENT PARCEL NO. MPE-4



2701-364-00-075  
GC-SPV 1, LLC  
704 HORIZON DRIVE  
REC. NO. 3032481  
PARCEL MPE-4 =  
0.008 ACRES 350 SQ FT

SOUTH LINE  
SE1/4 SW1/4, SECTION 36,  
(BASIS OF BEARINGS)  
S89°59'29"W 1321.07'

G ROAD  
RIGHT OF WAY  
REC. NO. 1322383  
(TRACT NO. 2)

LINE DATA TABLE			MPE-4
LINE	BEARING	DISTANCE	
L68	S33°07'31"W	30.00'	
L69	N56°52'29"W	4.06'	
L70	S34°45'27"W	24.06'	
L71	N34°00'25"E	32.40'	
L72	S56°52'29"E	8.62'	

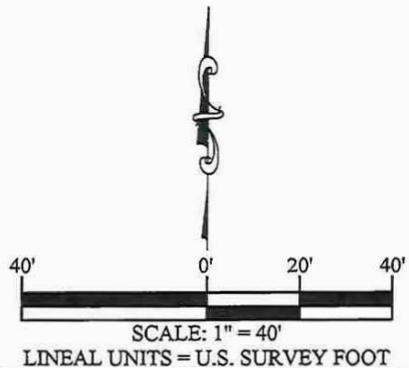
CURVE DATA TABLE				MPE-4
CURVE	ARC	RADIUS	DELTA	CHORD BRG/LENGTH
C46	22.28'	50.00'	25°31'47"	N21°42'55"E - 22.10'



Renee B. Parent, CO PLS #38266  
244 N. 7th Street  
Grand Junction, CO. 81501

**ABBREVIATIONS/LEGEND**  
P.O.C. Point of Commencement  
P.O.B. Point of Beginning  
R.O.W. Right-of-Way  
SEC. Section  
T. Township  
R. Range  
~ Approximately  
⊕ Found Monument

MPE Multi-Purpose Easement  
Rec. Reception  
No. Number  
RW Right-of-Way  
DE Drainage Easement  
TE Temporary Construction Easement  
U.M. Ute Meridian  
PSCO Public Service Company Of Colorado



PUBLIC WORKS  
ENGINEERING DIVISION

DRAWN BY: MJH  
DATE: 6/14/2023  
SCALE: 1"=40'  
APPR. BY: RBP

LOCATED IN  
SE1/4 SW1/4, SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 1 WEST,  
UTE MERIDIAN,  
CITY OF GRAND JUNCTION,  
COUNTY OF MESA,  
STATE OF COLORADO



**JOINDER AND CONSENT OF HOLDER/LENDER  
OF DEED OF TRUST**

**ReadyCap Lending, LLC** (Lender) as holder/lender of a deed of trust from **GC-SPV 1, LLC**, a Texas Limited Liability Limited Company ("Grantor") dated May 19, 2022 and recorded May 26, 2022 among the real property records of Mesa County, Colorado at Reception No. 3032482 in the Office of Register of Deeds for Mesa County, State of Colorado for the benefit of ReadyCap Lending, LLC, hereby joins in the aforesaid Grant of Multi-Purpose Easement for the sole purpose of expressing its consent to the Grant of the Multi-Purpose Easement and to binding, subjecting and subordinating the Deed of Trust referenced above and its interest in any portion of the Grantor's property to the terms of the Grant of Multi-Purpose Easement dated 9<sup>th</sup> September, 2024 by and between Grantor and the City of Grand Junction, a Colorado home rule municipality.

By: *Laura Trani*

Name: Laura Trani

Title: Authorized Person

STATE OF New Jersey )

) ss

COUNTY OF Union )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of SEPTEMBER, 2024, by LAURA TRANI as AUTHORIZED PERSON of READYCAP LENDING, LLC.

Witness my hand and official seal.

My commission expires: 10/16/2025

*Christina L. Wheeler*  
Notary Public

