

## GRANT OF MULTI-PURPOSE EASEMENT

**DRK Investing, LLC, a Colorado Limited Liability Company, Grantor**, owner of the land included within the deed recorded in the Mesa County Clerk and Recorder's records at Reception #2598238, 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. 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, 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, grade structures, public sidewalks and trails, 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 descriptions and graphic illustrations of the parcels of land that are the subject of this instrument.

Said Parcel being a part of Mesa County Assessor Parcel No. 2945-033-07-027

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 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 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. Grantor presently has a lighted monument sign that must be moved outside of the road right-of-way as granted to the Grantee. As a part of consideration, Grantee agrees that the existing sign will be relocated by Grantee into the Easement. (See Exhibit "C" attached hereto and incorporated herein for the sign and its location.) Any future changes to the structure of the sign or the relocation of the sign within the Easement shall require Grantee's written approval. In the event any other 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



## Exhibit A

### LEGAL DESCRIPTION

2945-033-07-027

#### MULTI-PURPOSE EASEMENT PARCEL NO. MPE-36

A parcel of land being a portion of the land as described in Reception Number 2598238 lying in the SW1/4 SW1/4 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 Southwest Corner of said Section 3, and assuming the West line of said SW1/4 SW1/4 bears N00°02'40"E, with all other bearings contained herein being relative thereto; thence N00°02'40"E, along said West line, a distance of 122.56 feet; thence, leaving said West line, S89°57'20"E, a distance of 54.50 feet to a point on the Easterly right-of-way of 25 Road and to the Point of Beginning;

thence N00°02'40"E, a distance of 107.71 feet to a point on the North line of the property described in Reception Number 2598238; thence, along said North line of the property, S89°56'58"E, a distance of 14.00 feet; thence, leaving said North line of the property, S00°02'40"W, a distance of 104.48 feet; thence, along the arc of a 106.92 foot radius non-tangent curve to the left for a distance of 74.88 feet, with chord which bears S46°50'12"E, a distance of 73.36 feet, and an interior angle of 40°07'28"; thence N89°50'44"E, a distance of 122.69 feet; thence S78°54'00"E, a distance of 52.44 feet; thence S00°03'02"W, a distance of 15.82 feet; to the southeast corner of the property described in Reception Number 2598238; thence N65°27'08"W, a distance of 6.58 feet; thence N78°54'00"W, a distance of 47.69 feet; thence S89°50'44"W, a distance of 124.10 feet; thence, along the arc of a 120.92 foot radius non-tangent curve to the right for a distance of 91.08 feet, with chord which bears N46°43'32"W, a distance of 88.95 feet, and an interior angle of 43°09'25", to the Point of Beginning.

Said Parcel of land CONTAINING 5,123 Square Feet or 0.12 Acres, more or less, as described.

Authored by: Jodie L Grein, CO PLS #38075  
 Rolland Consulting Engineers  
 405 Ridges Blvd. Suite A  
 Grand Junction, CO 81507



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#### ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY:	CLB
DATE:	04-2024
REVIEWED BY:	JLG
APPROVED BY:	BH
SCALE:	

Portion of 2945-033-07-027  
 Located in a part of the SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>  
 Section 3, T.1S, R.1W  
 Ute Meridian, City of Grand Junction  
 Mesa County, Colorado



PUBLIC WORKS  
 ENGINEERING DIVISION  
 PROJECT NO 207-F210306



### Joinder and Consent to Easement

**BMO Bank National Association**, its successors and assigns, with an address of Dovenmuehle Mortgage, Inc., 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8924, as the current holder of that certain Deed of Trust granted by DRK Investing, LLC, dated October 23, 2019, as Nominee for BMO Bank National Association, its successors and assigns, and recorded December 10, 2019 at Reception No. 2905892 in the Office of the Clerk and Recorder of Mesa County, Colorado which encumbers the property described in said Deed of Trust, does hereby consent to the Grant of Multi-Purpose Easement to the City of Grand Junction, Colorado and agrees that said easement shall be superior to the lien of BMO Bank National Association

Signed this 23<sup>rd</sup> day of January, 2025.

**BMO Bank National Association**

By: [Signature]

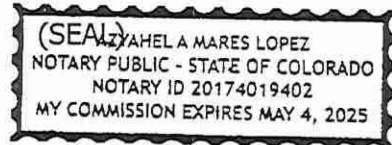
Print Name: Grant Sather

Title: Market President

STATE OF Colorado  
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of January 2025 by Grant Sather as Market President of BMO Bank National Association

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES: