

GRANT OF MULTI-PURPOSE EASEMENT

SILVER POINTE OZ, LLC, a Colorado Limited Liability Company, 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. 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, traffic control facilities, 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.: 2943-172-00-066

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)

Executed and delivered this 2nd day of December, 2024

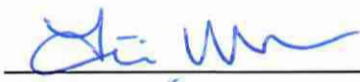
Silver Pointe Oz, LLC
a Colorado Limited Liability Company


By: _____
Name: Brian Stahl
Title: Managing Member

State of Colorado)
)ss
County of Larimer)

The foregoing instrument was acknowledged before me this 2nd day of December, 2024 by Brian Stahl as Managing Member for Silver Pointe OZ, LLC, a Colorado Limited Liability Company.

My commission expires 10/22/2025.
Witness my hand and official seal.



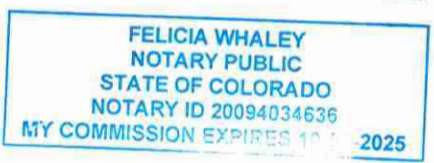


Exhibit A

LEGAL DESCRIPTION

2943-172-00-066

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-08

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 3001019 located in the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C 1/4 corner of said Section 17, and assuming the south line of said SE1/4 NW1/4 bears S.89°59'39"W. with all other bearings contained herein being relative thereto; thence N.00°11'14"W. a distance of 40.00 feet to the northeast corner of Right-of-Way Parcel RW-08B and the Point of Beginning.

Thence along the north line of said Parcel RW-08B, S.89°59'39"W. a distance of 330.33 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°12'19"W. a distance of 14.00 feet; thence N.89°59'39"E. a distance of 330.33 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°11'14"E. a distance of 14.00 feet to the Point of Beginning.

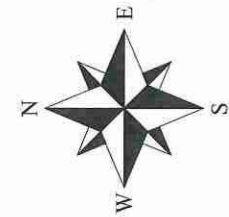
Said parcel of land CONTAINING 4,625 square feet or 0.11 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



Exhibit B

Portion of 2943-172-00-066
 Located in a part of the
 SE1/4 NW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-171-00-150
 AVEDIS REVOCABLE LIVING TRUST
 2954 D 1/2 Rd

2943-171-00-233
 BETTY A SOUTH LIVING TRUST
 2952 1/2 D 1/2 Rd

2943-171-00-232
 DENNIS & MONIKA SOUTH
 2952 D 1/2 Rd

P.O.B.
 RW-08B

P.O.B.
 MPE-08

P.O.B RW-08A
 (C 1/4 CORNER
 SEC. 17, T.1S, R.1E)

SOUTH LINE NW 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 S89°59'39"W

Line Table		
LINE	BEARING	DISTANCE
L1	N00° 12' 19"W	17.03'
L2	S00° 11' 14"E	17.86'
L3	N00° 12' 19"W	22.97'
L4	S00° 11' 14"E	22.14'
L5	N00° 12' 19"W	14.00'
L6	S00° 11' 14"E	14.00'
L7	S89° 59' 39"W	330.33'
L8	S89° 59' 39"W	330.33'

EAST LINE - PARCEL
 REC. NO. 3001019

2943-172-00-066
 SILVER POINT OZ LLC
 2950 D 1/2 Rd
 (Rec. No. 3001019)
 PARCEL NO. RW-08A=5,762 Sq.Ft./0.13 Acres
 PARCEL NO. RW-08B=7,451 Sq.Ft./0.17 Acres
 PARCEL NO. MPE-08=4,625 Sq.Ft./0.11 Acres

WEST LINE - PARCEL
 REC. NO. 3001019

RIGHT-OF-WAY
 PARCEL NO. RW-08B
 RIGHT-OF-WAY
 PARCEL NO. RW-08A

MULTI-PURPOSE EASEMENT
 PARCEL NO. MPE-08

D 1/2 Road

EXISTING ROW

991.11'

C-W 1/16 CORNER
 SEC. 17, T.1S, R.1E

2943-172-00-056
 JAMES REAVES, RAMONA SWALINSKI &
 ROSEANNA JENNINGS
 2944 D 1/2 Rd

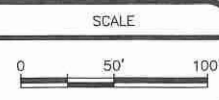
EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

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: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=100'



D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 8