

GJG07HWY

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (SANITARY SEWER)
NAME OF PROPERTY OWNER OR GRANTOR:	GJGG HOLDINGS, LLC.
PURPOSE:	GOLD'S GYM
ADDRESS:	2573 HIGHWAY 6 AND 50
TAX PAREL NO.:	2945-151-00-111
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

GRANT OF MULTI-PURPOSE EASEMENT

GJGG Holdings, LLC, a limited liability company, Grantor, whose address is 11635 South 700 East #100, Draper, UT 84020, for and in consideration of the sum of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, 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, 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:

The multi-purpose easement is located in a tract of land situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, the ownership of which is demonstrated at Book 4397, Page 394 in the records in the office of the Mesa County Clerk and Recorder and being more particularly described as follows:

Beginning at the southwesterly corner of the easement, which is identical with the southwesterly corner of said tract of land, which bears N 89° 57' 42" W, 462.81 feet from the NE 1/16 corner of Section 15, Township 1 South, Range 1 West of the Ute Meridian and considering the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 15 to bear N 89° 57' 42" W, with all other bearings herein relative thereto;

1. Thence N 00° 07' 20" W, 580.41 feet;
2. Thence S 89° 47' 16" E, 268.75 feet;
3. Thence S 45° 55' 08" E, 20.20 feet;
4. Thence N 89° 47' 16" W, 269.23 feet;
5. Thence S 00° 07' 20" E, 566.36 feet;
6. Thence N 89° 57' 42" W, 14.00 feet to the Point of Beginning.

Easement as described above contains 0.271 acres 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. 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; provided, however, that Grantor hereby covenants 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 Grantor from installing landscaping features, curbs, gutter, utilities, signs, lighting, art, 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. Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

4. Grantee shall indemnify Grantor against and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's exercise of the Easement, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the multi-purpose improvements contemplated to be built within the Easement are not constructed or are abandoned, Grantor shall have the option to request release of the Easement, which release shall not be unreasonably withheld or delayed.

Executed and delivered this 20th day of SEPTEMBER, 2007.

GJGG Holdings, LLC,
a limited liability company

By: Steve Broadbent
Steve Broadbent, Manager

State of Utah)
)ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of September 2007, by Steve Broadbent, Manager, GJGG Holdings, LLC, a limited liability company.

My commission expires 10/29/2009.

Witness my hand and official seal.

Gayleen Henderson
Notary Public



EXHIBIT A

GREGG MINOR SUBDIVISION
PLAT BOOK 17, PAGE 134

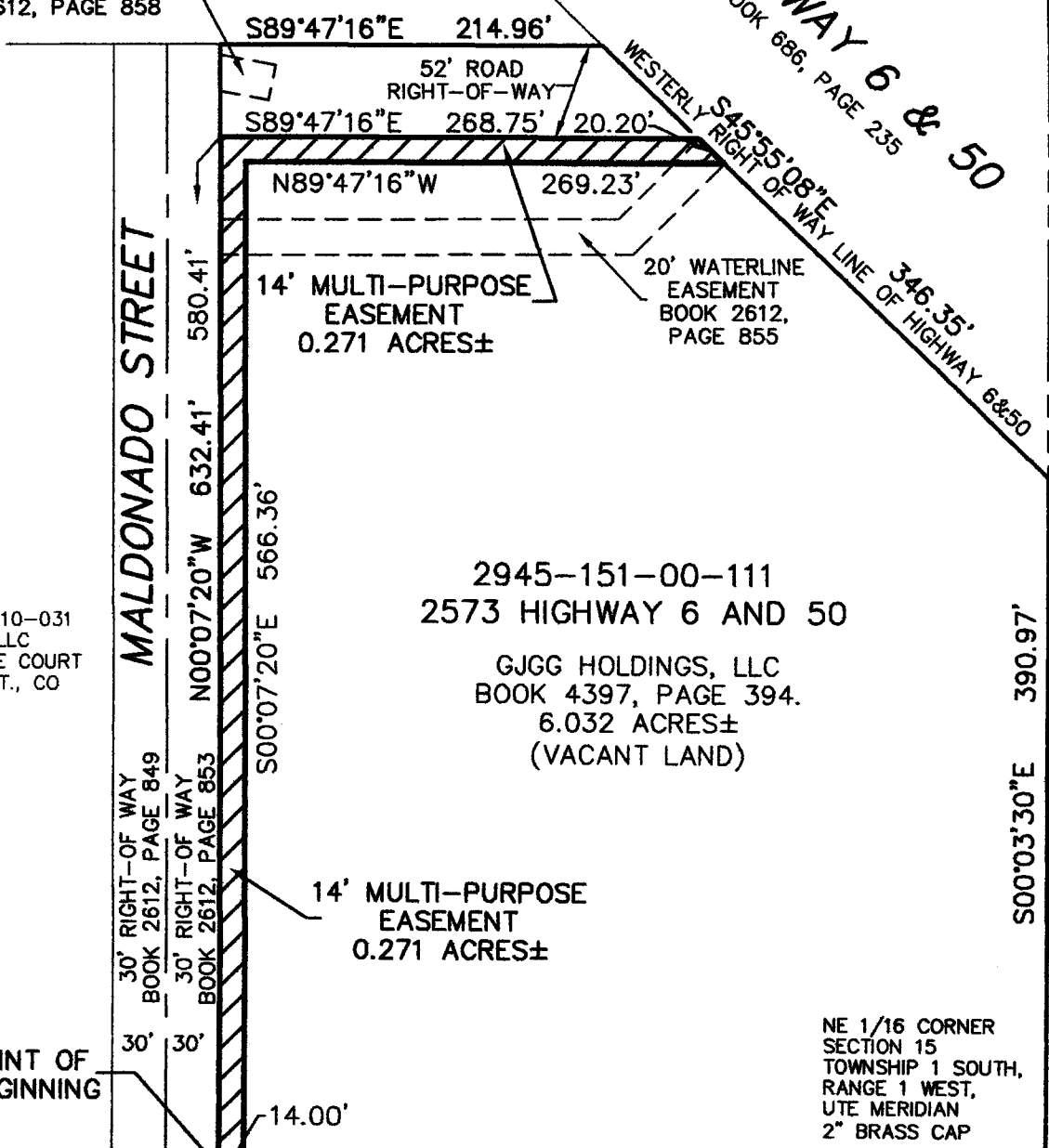
2945-151-19-003
PAREGIEN-WELLER, LLC
2571 HIGHWAY 6 & 50
GRAND JCT., CO

E 1/16 CORNER
SECTION 10 AND 15
TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN
MCSM No.1270

SANITARY SEWER EASEMENT
BOOK 2612, PAGE 858

HIGHWAY 6 & 50
BOOK 686, PAGE 235

EAST LINE OF NW 1/4 OF THE NE 1/4
N00°03'30"W



2945-151-10-031
JAWS, LLC
1616 SPRUCE COURT
GRAND JCT., CO

2945-151-00-111
2573 HIGHWAY 6 AND 50

GJGG HOLDINGS, LLC
BOOK 4397, PAGE 394.
6.032 ACRES±
(VACANT LAND)

S00°03'30"E 390.97'

2945-151-00-016
(2575 HIGHWAY 6 & 50)
CLINT R. & DIANA L. JANOWITZ
2224 SADDLEHORN ROAD
GRAND JCT., CO

NE 1/16 CORNER
SECTION 15
TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN
2" BRASS CAP

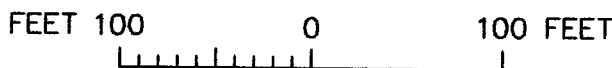
C-N 1/16 CORNER
SECTION 15
TOWNSHIP 1 SOUTH,
RANGE 1 WEST,
UTE MERIDIAN
PLS 17485

SOUTH LINE OF NW 1/4 OF THE NE 1/4
N89°57'42"W 1321.39'
BASIS OF BEARINGS

2945-151-10-010
(540 W. GUNNISON AVENUE)
TOM E. ELDER
HJ KENDRICK & LINDA G. LACROIX
2230 CORTINA COURT
GRAND JCT., CO

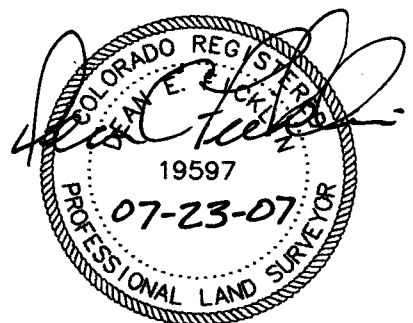
462.81'
2945-151-10-011
RALPH GUERRIE
520 W. GUNNISON AVENUE
GRAND JCT., CO

SIX AND FIFTY WEST SUBDIVISION,
FILING NO. TWO
PLAT BOOK 12, PAGE 101



GRAPHIC SCALE

SCALE: 1 INCH = 100 FEET



Dean E. Ficklin
P.L.S., 19597