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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: EASEMENT (GRANT OF TEMPORARY

EMERGENCY ACCESS)

NAME OF PROPERTY

OWNER OR GRANTOR: GJ TECH CENTER, LLC. DBA INNOVATIVE

TEXTILES

PURPOSE: EMERGENCY ACCESS

FILE#: SPR-2004-152

ADDRESS: 550 SANDHILL

TAX PARCEL NO.: 2945-092-24-007

CITY DEPARTMENT: PUBLIC WORKS AND PLANNING

YEAR: 2006

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

PAGE DOCUMENT

2324224 BK 4187 PG 300-303 06/22/2006 04:22 PM Janice Ward CLK&REC Mesa County, CO RecFee \$20.00 SurChy *1.00 DocFee EXEMPT

GRANT OF TEMPORARY EMERGENCY ACCESS EASEMENT

GJ Tech Center, LLC, a Colorado limited liability company ("Grantor") the owner of Lot 2 of Blue Heron Lake Industrial Park, Book 3805 Page 878 of the Mesa County Clerk & Recorder's records, whose address is 559 Sandhill Lane, Grand Junction, CO 81505 for and in consideration of the sum of Ten Dollars (\$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 North 5th Street, Grand Junction, Colorado 81501, a Temporary Emergency Access Easement for the use and benefit of Grantee for emergency access by the fire department, ambulance services, and police department, and any other vehicle, equipment or personnel deemed necessary by the Grantee for an emergency as a temporary easement for ingress and egress over and across Grantor's property to the public road right-of-way meeting with the easement and to Lot 3 of the City Market Subdivision as set forth in plat recorded in Book 3607 Page 397 of the Mesa County Clerk & Recorder's records. The easement area is more specifically described as on, along, over, and across the following described parcel of land, to wit:

See attached Exhibit A which is incorporated herein as if fully rewritten.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns until such time as this grant is released by the City of Grand Junction by separate recorded instrument which will occur upon the City's approval and final acceptance of the constructed permanent emergency access easement under the development approval process for Community Development File #SPR-2004-152, together with the right of removing and/or trimming of trees and bushes as may be required to permit the operation of standard emergency equipment. The said Grantor hereby covenants with Grantee that the easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the vehicles, equipment, or personnel of Grantee or which might act to prevent reasonable ingress and egress for Grantee on, along, over, and across the easement area. The said Grantor hereby further covenants with Grantee that Grantor has good title to the aforedescribed 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, subject to easements, reservations and encumbrances of record.

Grantor shall be responsible for constructing and maintaining the necessary improvements on the easement in a safe and operational condition.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

The easement shall run with the land to which it is appurtenant.
Executed and delivered the Ath day of June, 2006.
GJ TECH CENTER, LLC, a Colorado limited liability company
By: Monrad Krauland, us Manager
State of Colorado) ss. Susan E.
County of Mesa)
The foregoing instrument was acknowledged before me this, 20, 20, by Konrad Krauland, Manager for GJ Tech Center, LLC.
Witness my hand and official seal.
My commission expires 11-07-2008. Notary Public
JOINDER AND SUBORDINATION OF MORTGAGEE
Wells Fargo Bank, N.A., being the current holder and mortgagee under that certain Open-End Mortgage Deed and Security Agreement dated January 21, 2005, recorded February 7, 2005, as instrument No. 2237347 in the Mesa County, Colorado records (the "Mortgage") hereby consents to the foregoing Grant of Temporary Emergency Access Easement and agrees that the lien of the Mortgage shall be subordinate to the terms and conditions of this Grant of Temporary Emergency Access Easement.
Wells Fargo Bank, N.A. By: Demon V. Eggland, V.P.,
STATE OF Lolorado) ss. COUNTY OF Mesa)
The foregoing instrument was acknowledged before me by Thomas W Fspeland as Vice President of Wells Fargo Bank, N.A. on June 9, 2006.
Witness my hand and official seal. My commission expires O1/26/2008 Notary Public MEGAN RICHARD

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Exhibit A

TEMPORARY EASEMENT DESCRIPTION

A twenty-five foot wide easement across Lot 2 of Blue Heron Lake Industrial Park, County of Mesa, State of Colorado; said easement lying twelve and one-half feet each side of the following described centerline:

Beginning at a point on the North line of said Lot 2, being the southerly right-of-way line of Blue Heron Road, whence the easterly corner of said Lot 2 on said southerly right-of-way line bears North 89°58'39" East, a distance of 387.24 feet;

Thence South 23°18'02" East, a distance of 56.70 feet;

Thence South 26°58'48" East, a distance of 56.18 feet;

Thence South 26°26'31" East, a distance of 76.68 feet;

Thence South 24°12'00" East, a distance of 213.52 feet;

Thence South 28°45'41" East, a distance of 53.01 feet to the westerly line of an existing Emergency Access and Private Ingress/Egress Easement as shown on the plat of Blue Heron Lake Industrial Park, the Point of Termination of the centerline herein described.

The sidelines of said easement shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

