

P1007LOG

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (MULTI-PURPOSE)
NAME OF PROPERTY OWNER OR GRANTOR:	PREMISES 10, LLC.
PURPOSE:	MULTI-PURPOSE EASEMENT FOR OFFICE /WAREHOUSE
ADDRESS:	2291 LOGOS COURT
TAX PARCEL NO.:	2701-314-02-009
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

RECEPTION #: 2407606, BK 4535 PG 689 10/16/2007 at  
09:47:24 AM, 1 OF 3, R \$15.00 S \$1.00 EXEMPT Doc  
Code: EASEMENT  
Janice Rich, Mesa County, CO CLERK AND RECORDER

**GRANT OF MULTI-PURPOSE EASEMENT**

**Premises 10, LLC, a Colorado limited liability company, Grantor,** whose address is 9331 Commerce Center Street, Ste A1, Highlands Ranch, CO 80129, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) 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:

A strip of land for a multipurpose easement situate in Lot 1, 23 Road Commercial Subdivision as recorded in Plat Book 12 at Page 462, City of Grand Junction, Mesa County, Colorado, being described as follows:

The north 14.00 feet of the west 305.03 feet of said Lot 1.

Said strip contains 4270 square feet 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 that 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 Easement is 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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Premises 10, LLC  
a Colorado limited liability company

By: [Signature]  
Eric Greven, Manager  
**STEVE GARRISON, Manager.**

State of Colorado )  
County of Douglas )ss.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2007 by Eric Greven, Manager, Premises 10 LLC, a Colorado limited liability company.

My commission expires 7-11-08

Witness my hand and official seal.



[Signature]  
Notary Public

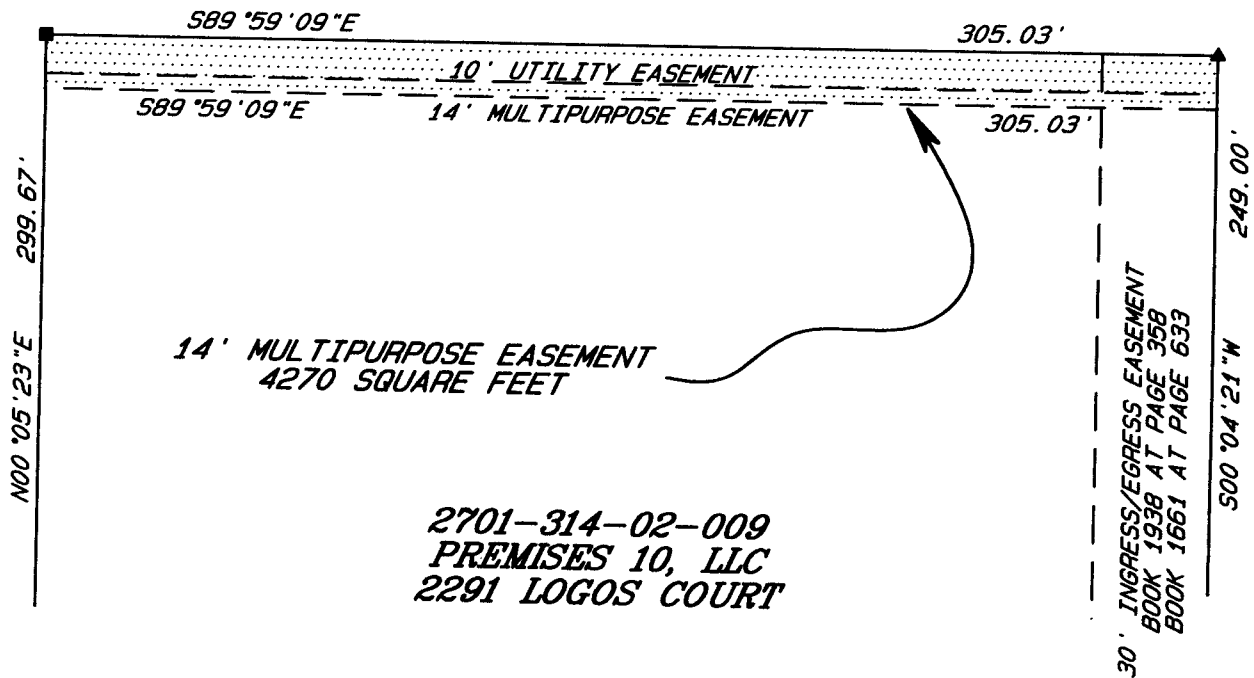
# EXHIBIT A

RECEIVED

AUG 13 2007

COMMUNITY DEVELOPMENT  
DEPT.

LOGOS COURT



N00°05'23"E



*Michael W. Dries*

20677

8-09-07

PROFESSIONAL LAND SURVEYOR

COLORADO REGISTERED

MICHAEL W. DRIES

SCALE 1" = 50'

D H SURVEYS, INC.  
970-245-8749  
JOB #269-06-53