

GRANT OF TRAIL EASEMENT

SLB ENTERPRISES LLC, a Utah Limited Liability Company, Grantor, whose address is 5130 SO. 5400 E., Vernal Utah, 84078, is the owner of Parcel No. 1 and Parcel No. 2 as described in that Bargain and Sale Deed recorded at Book 4172 Page 723 in the land records of Mesa County, Colorado and of Parcel No. 2 as described in that certain Personal Representative's Deed recorded at Book 4172 Page 722 in the land records of Mesa County, Colorado, herein known as the Property.

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 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 perpetual trail easement burdening the Property for the use and benefit of Grantee and for the use of the public forever, subject to the rules and regulation of said City, for purposes including but not limited to constructing, installing, maintaining and repairing a trail and appurtenant facilities and for ingress, egress, access and use by the public as pedestrians and their accompanying pets, and/or with wheelchairs (motorized and non-motorized), bicycles, motorized bicycles (a vehicle having two or three wheels, cylinder capacity not exceeding 50 cc, and an automatic transmission which does not exceed thirty miles per hour), electric scooters (an electric powered vehicle having two or three wheels and does not exceed thirty miles per hour), and other nonmotorized forms of transportation for commuting and recreational purposes, upon and across the following described parcels of land:

A certain parcel of land lying in Government Lots 2 and 3 of Section 24, Township 1 South, Range 1 West of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

A certain 50.0 foot wide parcel of land entirely within the following three (3) parcels of land: Parcel No. 1 and No. 2 of the lands described in Book 4172, Page 725 and Parcel No. 2 of the lands described in Book 4172, Page 722, all in the Public Records of Mesa County, Colorado, lying North of the Northerly top of bank for the Colorado River and South of a line 50.0 feet North of and parallel with said Northerly top of bank.

-TOGETHER WITH-

The East 50.0 feet of Parcel No. 2 of the lands described in Book 4172, Page 722, Public Records of Mesa County, Colorado, being parallel with and 50.0 feet West of, as measured perpendicular to, the East line of said Parcel No. 2, LESS HOWEVER, that 50.0 foot wide parcel of land lying North of the Northerly top of bank for the Colorado River and South of a line 50.0 feet North of and parallel with said Northerly top of bank.

CONTAINING 1.7 Acres, more or less, as described.

as 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, for and on behalf of the public, 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 appurtenant trail facilities, 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 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 trail users, workers and equipment or to prevent reasonable use of the trail by the public on, along, over, under, through and across the Easement.

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.

Executed and delivered this 7th day of March, 2014.

SLB Enterprises, LLC
A Utah Limited Liability Company

By: _____

Signature

Printed name: _____

Charles Johnson

Title: _____

Vice President / G.M.

State of Colorado)

)ss.

County of Mesa)

The foregoing instrument was acknowledged before me this 7th day of March, 2014, by Charles Johnson, as Vice President / G.M. for SLB Enterprises, LLC, a Utah limited liability company.

My commission expires: October 29, 2017

Witness my hand and official seal.

Gayleen Henderson
Notary public

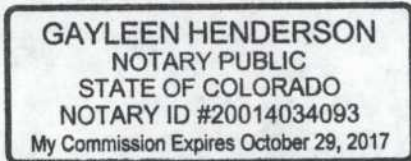
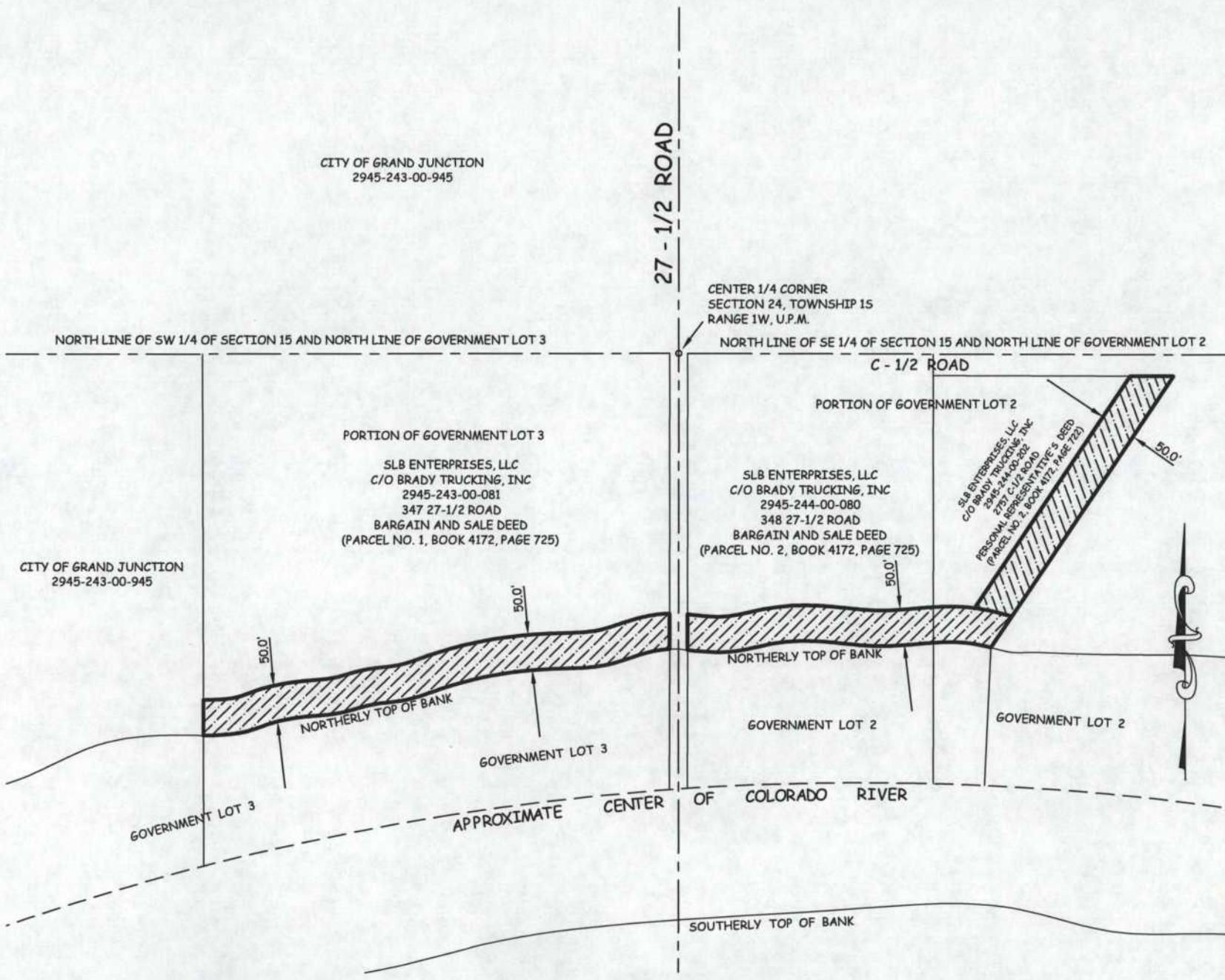
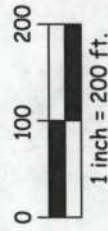


EXHIBIT "A"



ABBREVIATIONS

- R.O.W. RIGHT OF WAY
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- U.M. UTE MERIDIAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- SSMH SANITARY SEWER MAN HOLE



LINEAL UNITS = US SURVEY FOOT



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

SHEET 3 OF 3



SLB ENTERPRISES, LLC
2945-243-00-081, 2945-244-00-080
AND 2945-244-00-202

DRAWN BY: PTK
DATE: 01-20-2014
SCALE: 1" = 200'
APPR. BY: PTK