

GRANT OF COMPRESSED NATURAL GAS PIPELINE EASEMENT

Mays Rental Properties, LLC, a Colorado Limited Liability Company, "Grantor", whose address is 2399 Riverside Parkway, Grand Junction, CO 81505, owner of Lot 3 of C.L.M. River Road 1 Subdivision, as same is recorded in Plat Book 18, Page 397, Public Records of Mesa County, Colorado, 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 N. 5th Street, Grand Junction, CO 81501, a Compressed Natural Gas Pipeline Easement for the use and benefit of Grantee, as a perpetual easement for the installation, construction, operation, maintenance and repair of a compressed natural gas pipeline, its fixtures, devices and appurtenances. The easement area is depicted on the attached Exhibit A which is incorporated herein by reference and is more specifically described as on, along, under, and across the following described parcel of land:

A twenty foot (20') wide easement across a parcel of land known as Lot 3 of C.L.M. River Road I Subdivision, Reception Number 2055429, situated in the northeast quarter of the northeast quarter (NE1/4 NE1/4) of Section 8, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, said easement lying ten feet (10') each side of the following described centerline:

Commencing at the North Sixteenth (N1/16) of said Section 8 and Section 9, whence the northeast corner of said Section 8 bears North 00°08'04" West, with all bearings herein relative thereto;

Thence North 89°56'57" West along the south line of said Lot 3, also being the south line of the northeast quarter of the northeast quarter, a distance of 720.44 feet to the **Point of Beginning** of the centerline herein described;

Thence departing said south line North 45°38'22" West a distance of 122.39 feet; thence North 49°18'18" West a distance of 185.33 feet; thence North 42°17'09" West a distance of 66.70 feet to the westerly line of said Lot 3 also being the Point of Termination.

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

Containing Sq. feet 7488 (0.172 acres), more or less.

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.

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 workers and equipment on, along, under, through and across the Easement.

The location of this Compressed Natural Gas Line Easement is intended by the parties to be in the same location as the presently existing Colorado Riverfront Trail Easement. The Grantee acknowledges by acceptance of this easement the existence of the Colorado Riverfront Trail Easement shown on Exhibit A and described above and the improvements constructed thereon. Grantor shall have no duty to repair or replace such improvements in the event the Grantee causes damage to the trail or other improvements through installation operation, or maintenance of the Compressed Natural Gas Line Easement.

If it becomes necessary as a part of future development of the Grantor's property to relocate the compressed natural gas line ("Gas Line") or a part of the Gas Line, Grantor may do so only with the expressed written permission of Grantee which shall not be unreasonably withheld. Grantor shall provide Grantee a written notice at least six months in advance of the request to relocate. The Gas Line shall be constructed in its new location with similar materials and techniques at no cost to Grantee. The operation of the Gas Line shall not be obstructed for more than eight hours as a part of the relocation. A new written easement shall be granted by Grantor for the new location of the Gas Line with the specifications required by Grantee, including but not limited to, the grant being by warranty deed.

If any part, term or provision of this easement agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegal or unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the easement agreement.

Executed and delivered this 8th day of December, 2014.

Mays Rental Properties, LLC
A Colorado Limited Liability Company

By: Clifton L. Mays, Sr.
Clifton L. Mays, Sr.
Title: mgr.

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 8th day of December, 2014, by Clifton L. Mays, Sr., as Manager of Mays Rental Properties, LLC, a Colorado Limited Liability Company

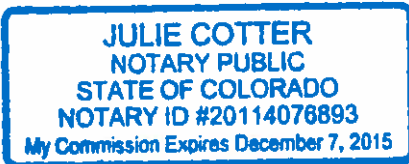
My commission expires 12/7/2015

Witness my hand and official seal.

Julie Cotter
Notary Public

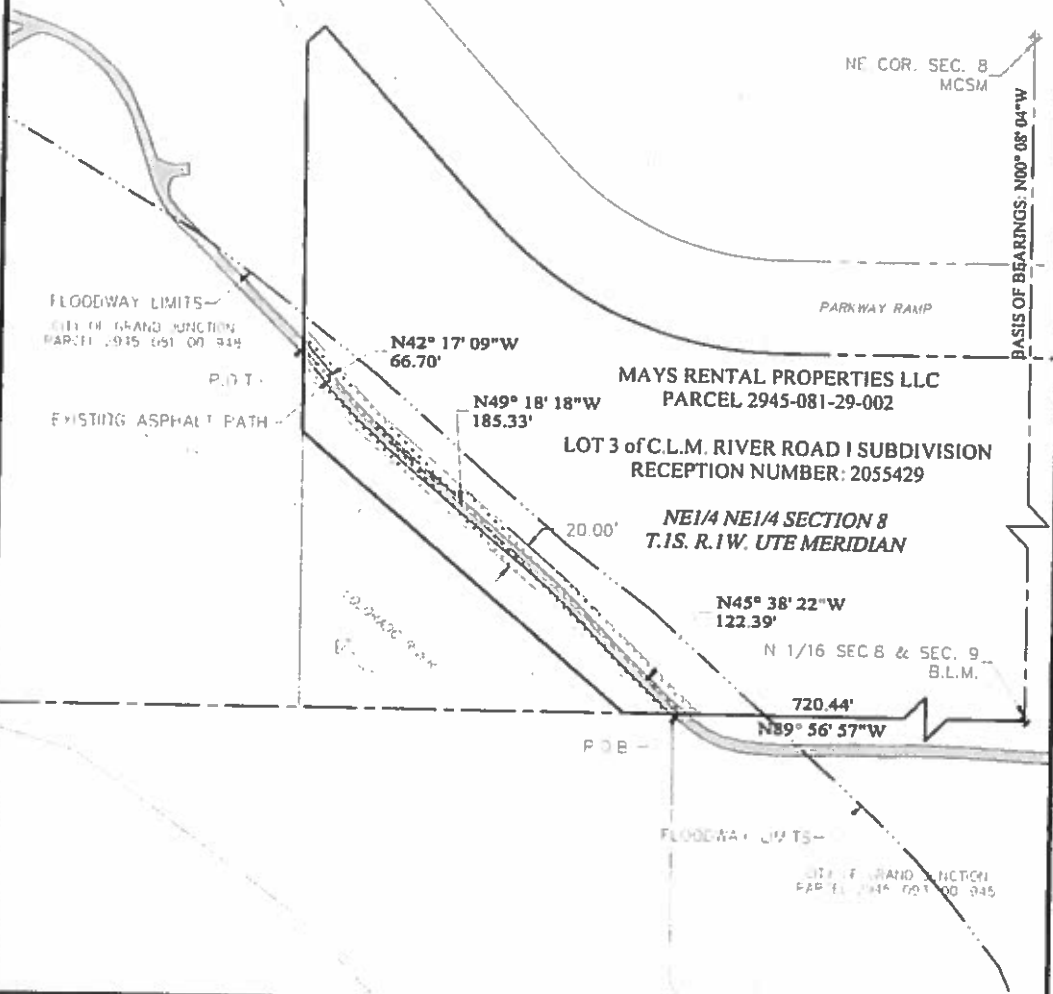
City of Grand Junction

By: Rich Englehart
Rich Englehart
City Manager

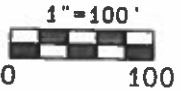


Description authored by:
Alec K. Thomas
Colorado PLS #38274
744 Horizon Court, #110
Grand Junction, Co 81506

EXHIBIT A



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



RIVER CITY CONSULTANTS
 744 Horizon Court, Suite 110
 Grand Junction, Co. 81508
 Phone: 970.241.4722
 Fax: 970.241.8841

Drawn: AKT | Checked: KST | 10/21/2014 | Job No. 1426

S:\PROJECTS\1426 Block5\Survey\NE 1/4 EASEMENTS\BLO 5\NE 1/4 EASEMENTS.dwg