

GRANT OF MULTI-PURPOSE EASEMENT

Blu Cellar Door, LLC, a Colorado Limited Liability Company, Grantor, whose mailing address is 1888 Deer Park Circle North, Grand Junction, Colorado, 81507, owner of that certain parcel of land in Mesa County, Colorado, as evidenced by a Quitclaim Deed recorded in Book 5583, Page 677, 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 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 City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures, on, along, over, under, through and across the following described parcel of land, to wit:

A parcel of land situated in the northwest quarter of the northwest quarter of Section 33, Township 1 North, Range 1 West of the Ute Meridian, Mesa County, Colorado being that part of Lot 5 of Pomona Park subdivision, a plat recorded in the Mesa County records at Reception Number 12485, more particularly described as follows:

Commencing at Mesa County Survey Marker #1070 for the north sixteenth corner on the west line of said Section 33 whence MCSM #297 for the northwest corner of said Section 33 bears North 00°03'03" East with all bearings herein relative thereto;
Thence South 89°50'45" East, a distance of 55.00 feet to the Point of Beginning;
Thence North 00°03'03" East, a distance of 580.39 feet to the south line of the north 80.00 feet of said Lot 5 of Pomona Park subdivision;
Thence along said south line South 89°48'31" East, a distance of 14.00 feet;
Thence South 00°03'03" West, a distance of 580.38 feet;
Thence North 89°50'45" West, a distance of 14.00 feet to the Point of Beginning.

Said parcel of land containing 8,125 square feet or 0.187 Acres, 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. Except as expressly permitted in an approved plan or other written agreement with the City, Grantor will not install on the Easements, or permit the installation on the Easements, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other ground cover. In the event such obstacles are installed in the Easements, the City has the right to require the Grantor to remove such obstacles from the Easements. If Grantor does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Owner the City's costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage to the obstacles or any other property to which they are attached.
2. 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 31 day of December, 2014.

Blu Cellar Door, LLC
a Colorado Limited Liability Company

By:

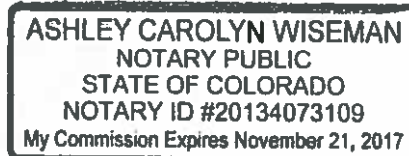
David F. Proietti, owner
David F. Proietti, Owner

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 31 day of December, 2014, by David F. Proietti, Owner, Blu Cellar Door, LLC, a Colorado Limited Liability Company

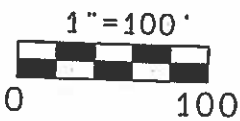
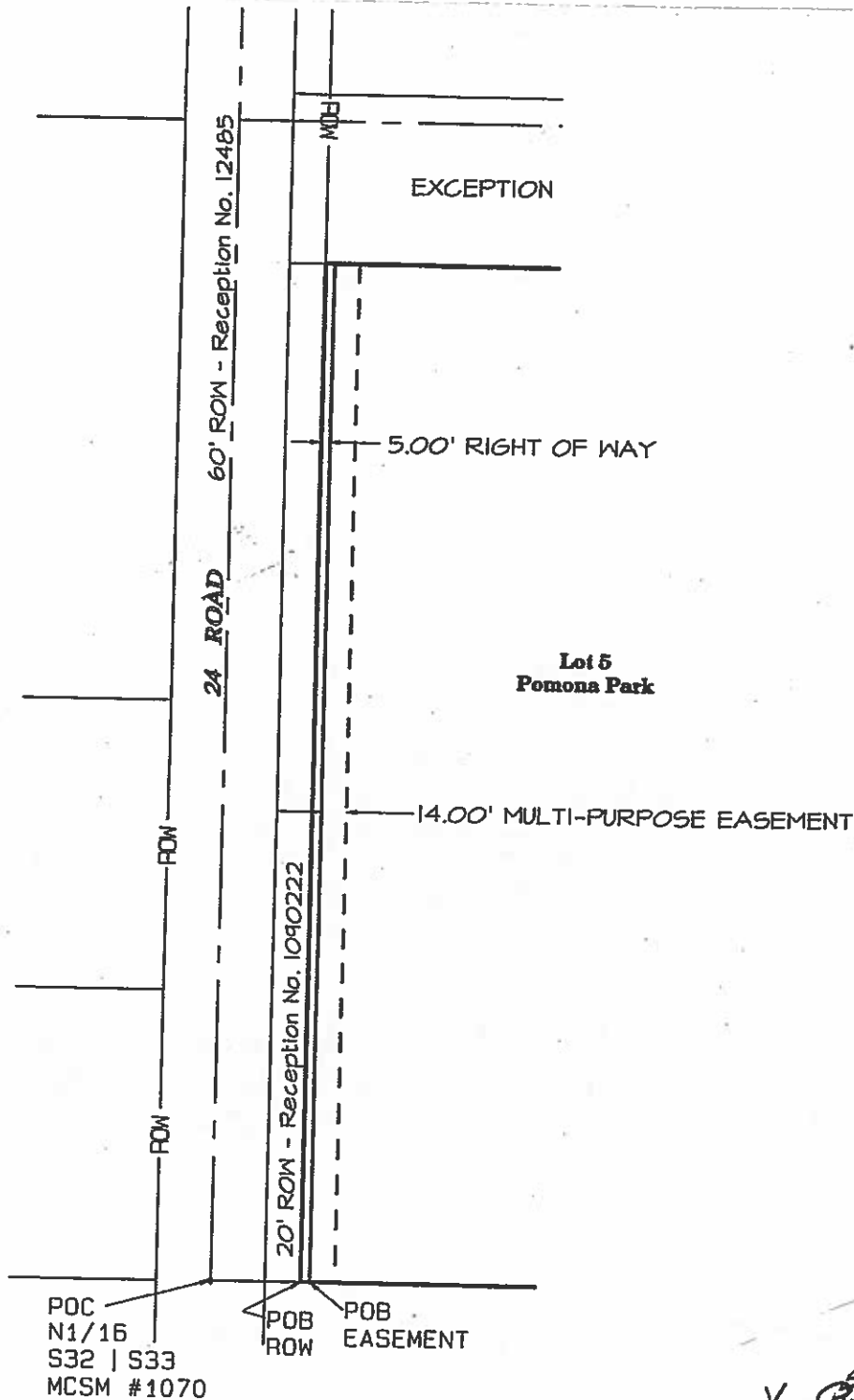
My commission expires 11/21/17.

Witness my hand and official seal.



Ashley Wiseman
Notary Public

EXHIBIT "A"



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

SHEET 3 OF 3

		744 Horizon Ct. Suite 110 Grand Junction CO 81506 970-241-4722
Drawn:slg	Checked:akt	Oct 7, 2014
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