

GRANT OF MULTI-PURPOSE EASEMENT

Brock Commercial Property, LLC, a Colorado Limited Liability Company, Grantor, whose mailing address is 553 Grand Valley Drive, Grand Junction, Colorado, 81504, owner of that certain parcel of land in Mesa County, Colorado, as evidenced by a Warranty Deed recorded in Book 5541, Page 22, 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 certain parcel of land lying in the Southeast Quarter of the Southwest Quarter of Section 5, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado and being more particularly described as follows:

The East 14.00 feet the West 18.00 feet of that certain property described in Book 5541, Page 22, Public Records of Mesa County, Colorado.

Said parcel of land containing 1,896 square feet or 0.043 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 27 day of February, 2015

Brock Commercial Property, LLC
a Colorado Limited Liability Company

By:

Peggy Lynn Brock

Peggy Lynn Brock, Managing Member

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 27th day of February, 2015, by Peggy Lynn Brock, Managing Member, Brock Commercial Property, LLC, a Colorado Limited Liability Company

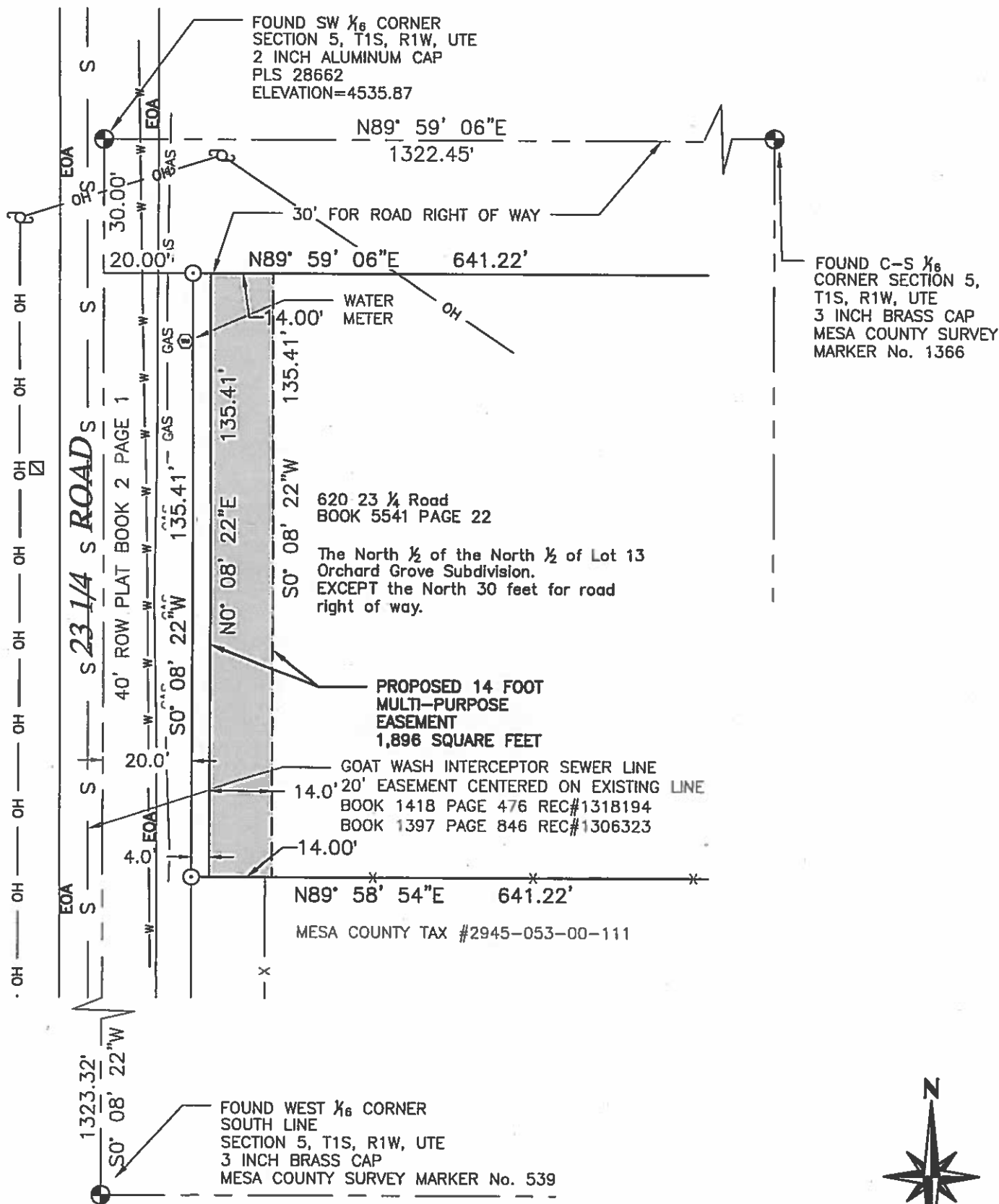
My commission expires 7/5/15.

Witness my hand and official seal.

Ashley Sroufe
Notary Public

ASHLEY SROUFE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20114033415
My Commission Expires July 5, 2015

EXHIBIT "A"



SCALE: 1"=30'

SHEET 3 OF 3

LEGAL DESCRIPTION SKETCH
SITUATED IN THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 5, T1S, R1W, UTE
GRAND JUNCTION, MESA COUNTY, COLORADO

PROPOSED 14 FOOT MULTI-PURPOSE EASEMENT

TAX# 2945-053-00-103 | OWNER: Brock Commercial Property, LLC

JOB #: 2013077 | FIELD WORK: PWC
DRAWING NAME: 620 23 1_4 ROAD | DRAWN BY: PWC

POLARIS SURVEYING

PATRICK W. CLICK P.L.S. No. 37904
3194 MESA AVENUE #B
GRAND JUNCTION, CO 81504
PHONE (970)434-7038