

## GRANT OF UTILITY EASEMENT

**BRIGHTSTAR REDLANDS MESA INVESTMENT, LLC, a Delaware limited liability company, Grantor**, whose mailing address is 2325 West Ridges Boulevard, Grand Junction, Colorado 81507, owner of that certain parcel of land described as Lot 2 of Block 9 Redlands Mesa Filing One Phase One Subdivision, in the County of Mesa, State of Colorado, as evidenced by that certain Deed recorded at Reception #2379586 in the Public Records of the Mesa County Clerk and Recorder, 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 non-exclusive Utility Easement for the use and benefit of Grantee and of the public utilities, as approved by Grantee, including expressly the Persigo 201 Sewer System and Ute Water Conservancy District, for City-approved utilities including the installation, operation, maintenance and repair of a sanitary sewer line and related facilities, on, along, over, under, through the parcel of land described in the attached **Exhibit A** and depicted in the attached **Exhibit B** which exhibits are incorporated herein by this 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.

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 Easement, or permit the installation on the Easement, 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 Easement, the City has the right to require the Grantor to remove such obstacles from the Easement. 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.

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 6<sup>th</sup> day of September 2016.

BRIGHTSTAR REDLANDS MESA INVESTMENT, LLC, a Delaware limited liability company

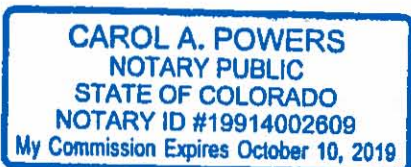
By: [Signature]  
David Weckerly, Managing Consultant

State of Colorado )  
County of Mesa )ss.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2016, by David Weckerly as Managing Consultant for BRIGHTSTAR REDLANDS MESA INVESTMENT, LLC, a Delaware limited liability company.

My commission expires 10/10/2019.

Witness my hand and official seal. [Signature]  
Notary Public



## EXHIBIT A

An Easement located in Lot 2 of Block 9 Redlands Mesa Filing One Phase One Subdivision, Reception Number 2754659 of the Mesa County Real Property records, in the SW 1/4 NE 1/4, Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, more particularly described as follows:

Commencing at a point on the southerly right-of-way of West Ridges Boulevard, said point being the western most corner on the southerly right-of-way of said Lot 2, whence the North 1/16 Corner on the east line of said Section 20 bears N66°13'45"E a distance of 2334.30 feet; thence leaving said right-of-way, S12°23'47"E a distance of 26.26 feet, along the lot line common to Lot 1 and Lot 2 of said subdivision, to the Point of Beginning, thence the following courses and distances;

1. Leaving said lot line, N83°29'31"E, for a distance of 77.84 feet;
2. N72°43'28"E, for a distance of 86.02 feet;
3. N15°51'49"W, a distance of 21.81 feet, to a point on the southerly right-of-way of West Ridges Boulevard;
4. Along said right-of-way, N74°24'48"E, a distance of 20.00 feet;
5. Leaving said right-of-way, S15°51'49"E, a distance of 21.22 feet;
6. N72°43'28"E, a distance of 45.20 feet;
7. N18°40'31"W, a distance of 21.28 feet, to a point on the southerly right-of-way of West Ridges Boulevard;
8. Along said right-of-way, N71°36'00"E, a distance of 20.00 feet;
9. Leaving said right-of-way, S18°40'31"E, a distance of 41.67 feet;
10. S72°43'28"W, a distance of 173.61 feet;
11. S83°29'31"W, a distance of 77.67 feet, to a point on the lot line common to Lot 1 and Lot 2 of Said Subdivision;
12. Along said lot line, N12°23'47"W, a distance of 20.11 feet, to the Point of Beginning.

Containing Approximately 5,864 Square Feet. \_\_\_\_\_

This legal description written by Jodie L Grein PLS-38075 for Rolland Consulting Engineers 405 Ridges Blvd. Suite A, Grand Junction, Colorado 81507.

EXHIBIT B

EXHIBIT

