

GRANT OF MULTI-PURPOSE EASEMENT

McCallum Family, LLC, a Colorado limited liability company, Grantor, for and in consideration of the sum of Thirty Eight Thousand Four Hundred Twenty Two and 50/100 Dollars (\$38,422.50), 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 the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, pedestrian luminaries, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described premises, to wit:

Riverside Parkway Parcel No. PE B-15, being more particularly described in Exhibit "A" dated December 15, 2004, 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 of ingress and egress for 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 utility construction and repair machinery, the said Grantor hereby covenanting with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other items or fixtures which might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantor hereby further covenanting with Grantee that it has good title to the aforescribed premises; that it has good and lawful right to grant this Easement; that it will warrant and defend the title and quiet possession thereof subject to the Exceptions set forth in **Exhibit "B"** attached hereto and made a part hereof. Notwithstanding the above, Grantee agrees to consent to allow Grantor to utilize the Perpetual Multi-Purpose Easement, subject to compliance with all applicable codes and regulations including, but not limited to, the City's Zoning and Development Code, Transportation Engineering Design Standards Manual and Submittal Standards Manual, for drives, driveways, ingress, egress, parking and facilities and improvements or materials consistent therewith, including lighting, hard cover surfacing, curbing, striping, pylon/monument signage and directional signs.

Executed and delivered this 31 day of March, 2005.

McCallum Family, LLC
a Colorado limited liability company

By 
Stephen McCallum, Manager

WHEN RECORDED RETURN TO:
H.C. Peck & Associates, Inc.
Attn: LaChelle Harris
P.O. Box 480306
Denver, CO 80248-0306

Riverside Parkway Parcel No. PE B-15

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 31 day of March, 2005, by Stephen McCallum, Manager of McCallum Family, LLC, a Colorado limited liability company.

My commission expires 10/17/2006.
Witness my hand and official seal.



Claudia D. Rossman
Notary Public

EXHIBIT "B"

**SCHEDULE B - SECTION II
EXCEPTIONS**

1. Easements, or claims of easements, not shown by the public records.
2. Unpatented mining claims: reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any existing leases and/or tenancies.
5. All oil, gas and other mineral interests, including limestone, that have been, are or may be claimed by others.
6. Terms, Conditions, Provisions, Agreements and Obligations as specified in Easement between Garrett Freightlines, Inc. and Public Service Company of Colorado dated June 24, 1983 and recorded August 22, 1983 in Book 1451 at Page 552.
7. All matters set forth in the plat of Riverside Subdivision recorded April 19, 1894 in (plat) Book 1 at Page 28.

END OF EXHIBIT "B"

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel PE B-15

A parcel of land being a portion of Lot 4 in Riverside Subdivision as recorded at the Mesa County Clerk & Recorder's Office on April 19, 1994, lying in the Northwest Quarter of the Southwest Quarter of Section 10, Township 1 South, Range 1 West of the Ute Principal Meridian, Mesa County, Colorado being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 10 (a found 2 1/2" Brass Cap "MESA COUNTY SURVEY MARKER LS illegible" in concrete), whence the witness monument to the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 10 (found an Aluminum Cap "1/16 45.0 2003 LS17465") bears N89°56'54" a distance of 1274.54 feet;

THENCE N03°51'20"E a distance of 858.54 feet to the northerly right-of-way line of Highway 6 & 50, being the POINT OF BEGINNING;

THENCE N00°08'37"W a distance of 166.63 feet;

THENCE N02°20'44"W a distance of 125.65 feet;

THENCE N04°26'39"W a distance of 69.94 feet;

THENCE N89°58'32"E along the southerly line of OUTLOT "B" as shown of the Final Plat of TROLLEY PARK, recorded at the Mesa County Clerk & Recorder's Office on March 11, 1996 a distance of 14.04 feet;

THENCE S04°26'28"E a distance of 69.37 feet;


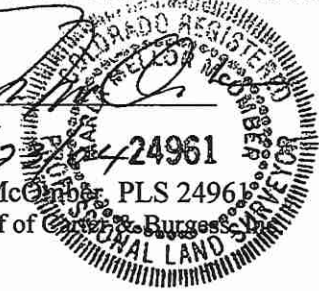
THENCE S02°20'27"E a distance of 126.19 feet;

THENCE S00°08'37"E a distance of 174.31 feet;

THENCE N61°23'57"W along northerly right-of-way line of Highway 6 & 50 a distance of 15.97 feet to the POINT OF BEGINNING.

Containing 5123 square feet, (0. 118 Acres), more or less for a Multipurpose Easement to the City of Grand Junction for the use of City approved utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees, grade structures, irrigation, road construction and maintenance.

Basis of Bearing: N89°58'01"E between Mesa County Local Coordinate System points Southwest Corner of Section 15 (2-1/2" Alumn. Cap in Monument Box Stamped: AES T1S R1W S16/S15/S21/S22 2002 PLS 24320) and the Southeast Corner of Section 15, (2-1/2" Brass Cap Stamped: COUNTY SURVEY MARKER 828-1 15/14/22/23), both in Township 1 South, Range 1 West Ute P.M.

Prepared by: 
Date: 12/23/04
Marla Mellor McOrter, PLS 24961
For and on behalf of Carter & Burgess


K:\071514-Riverside\Desc\parcels\B\B-15PE.doc