

GRANT OF EASEMENT – TEMPORARY

TWO R & D, LLC, a Colorado limited liability company, **Grantor**, the owner of that certain real property as evidenced by that certain Warranty Deed recorded at Book 3826, Page 220, Reception No. 2236038 (the Property) and platted as Pinnacle Ridge Subdivision, Filing 1 (the Plat) as recorded with the Mesa County Clerk and Recorder (the Property), for and in consideration of the sum of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, 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, its successors and assigns, a temporary turnaround easement over the Property as depicted on the Plat as TEMPORARY TURN-AROUND.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that Grantor will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

The purpose of the easement is to provide a turnaround area from Aiguille Drive and from the "Ingress/Egress & Utility Easement" shown on the Plat, with appropriate surfacing for large, heavy vehicles, including but not limited to fire department vehicles. The easement area shall be constructed and maintained by the Grantor at the Grantor's expense. Grantor shall not obstruct or interfere with the use of the easement nor permit any other entity to obstruct or interfere with such use; Grantor shall maintain the paved surface of the easement area free of obstructions, debris, weeds and dangerous conditions at all times.

The easement is required because there is at the time of the granting of the easement insufficient fire access point(s) connecting the subdivision to the public street system in accordance with the Zoning and Development and Fire Codes of the City of Grand Junction. The temporary turnaround access easement shall terminate when sufficient access point(s) to/from the subdivision to an external public street is established and fully constructed in accordance with the City's Zoning and Development Code and the applicable Fire Code, and to the satisfaction of the Grand Junction Fire Department. The parties hereto anticipate that this will be accomplished with the extension of Aiguille Drive to the east through subsequent phase(s) of the subdivision development, or with the construction of other temporary turnaround areas in the Subdivision, which the parties anticipate will occur with the platting and development of subsequent subdivision filing(s) in accordance with the approved Preliminary Plan for Pinnacle Ridge Subdivision.

Executed and delivered this 30th day of December, 2017.


GRANTORS: TWO R & D, LLC, a Colorado limited liability company


Robert W. Jones, II, as managing member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of December 2017, by Robert W. Jones, II as managing member of Two R & D, LLC.

My commission expires June 19, 2021.
Witness my hand and official seal.


Notary Public

