

GRANT OF UTILITY EASEMENT

New Regatta, LLC, a Colorado limited liability company, Grantor, whose address is 7000 E. Belleview Avenue, Suite 300, Greenwood Village, Colorado 80111, 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 Utility 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 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, equivalent other public utility providers and appurtenant facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A 20.00 foot utility easement situated in Lot 4 of the plat of OMRC Subdivision, Book 4591, Page 299, situated in the NW1/4 SE1/4 of Section 25, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, Mesa County, Colorado, particularly described as follows:

Commencing at the C¹/₄ of Section 25, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, whence the E 1/16 of said Section 25 bears South 89°57'28" East for a basis of bearings, with all bearings contained herein relative thereto; thence South 00°02'28" East, a distance of 102.86 feet along the West line of said OMRC Subdivision to the Northwest corner of Lot 4; thence South 00°02'28" East, a distance of 190.45 feet along the West line of said OMRC Subdivision to the Southwest corner of Lot 4 of said OMRC Subdivision; thence South 69°23'28" East a distance of 8.12 feet along the North ROW line of US Highway 50 Frontage Road and the South line of said OMRC Subdivision and the POINT OF BEGINNING; thence North 75°55'41" East, a distance of 149.18 feet, to a point on the West line of an existing 30.00 foot wide utility easement as shown on the plat of said OMRC Subdivision; thence South 00°00'28" East, a distance of 20.62 feet, along said West line of said easement; thence South 75°55'41" West, a distance of 117.05 feet to a point on the South line of said Lot 4, OMRC Subdivision; thence along said South line of said Lot 4 the following two (2) courses: (1) North 65°07'46" West, a distance of 13.71 feet; (2) North 69°23'28" West, a distance of 20.00 feet to the POINT OF BEGINNING.

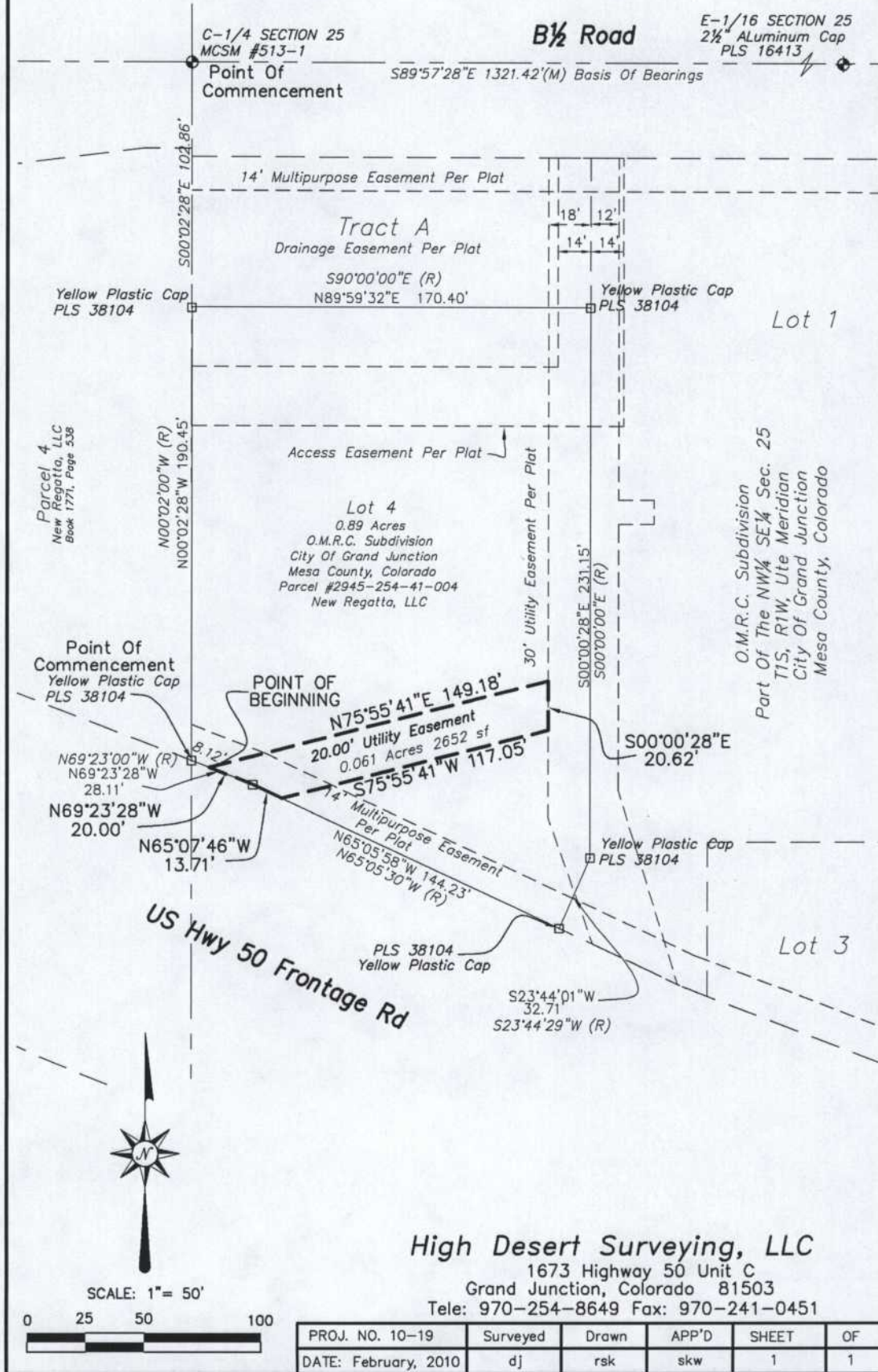
Said easement contains 2,652 square feet as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

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; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement.

2. Grantee agrees that Grantee's utilization of the Easement and the rights herein conveyed shall be performed with due care using industries best accepted standards and techniques.

EXHIBIT A 20.00' UTILITY EASEMENT



3. 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 15th day of April, 2010.

New Regatta, LLC
a Colorado limited liability company

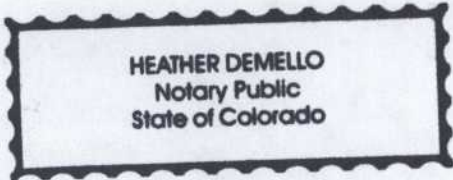
By: [Signature]
Christopher R. King, Manager

State of Colorado)
)ss.
County of ~~Mesa~~)
 Arapahoe

The foregoing instrument was acknowledged before me this 16 day of April, 2010, by Christopher R. King, Manager for New Regatta, LLC, a Colorado limited liability company.

My commission expires 10/2/10.

Witness my hand and official seal.



[Signature]
Notary Public