

## GRANT OF UTILITY EASEMENT

**Fuoco Investments, LLC, Grantor**, whose address is 741 North 1<sup>st</sup> Street, Grand Junction, Colorado, 81501, 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 an existing water line and appurtenant facilities, on, along, over, under, through and across the following described parcel of land, to wit:

A parcel of land across Parcel 7, recorded in the Mesa County records in Book 2591 at Page 991, situated in the northeast quarter of Section 15, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado; said easement being more particularly described as follows:

Commencing at a Mesa County Survey Marker #630 in a monument box for the north sixteenth corner on the east line of said Section 15, whence an aluminum cap PLS 18480 in a monument box for the northeast corner of said Section 15 bears North 00°01'22" West, a distance of 1317.13 feet, with all bearings herein relative thereto;

Thence North 59°07'33" West, a distance of 695.01 feet to the true POINT OF BEGINNING on the north line of an existing easement recorded in Mesa County records in Book 1838 at Page 745; Thence North 33°04'39" West, a distance of 112.67; Thence South 56°53'44" West, a distance of 177.39 feet to a point on the north line of said existing easement; Thence along said north line the following two courses:

South 89°19'28" West, a distance of 20.23 feet; North 42°51'22" West, a distance of 9.29 feet; Thence North 56°53'44" East, a distance of 216.05 feet; Thence South 33°04'39" East, a distance of 145.37 feet to a point on the north line of said existing easement; Thence along said north line South 89°19'28" West, a distance of 23.69 feet to the point of beginning.

Said easement contains 6,577 Square Feet or 0.151 acres more or less, 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.

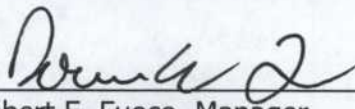
1. The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the 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. 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.

**SHEET 1 OF 3**

Executed and delivered this 11<sup>th</sup> day of May, 2012.

Fuoco Investments, LLC  
a Colorado limited liability company

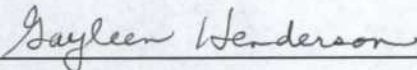
By:   
Robert E. Fuoco, Manager

State of Colorado )  
                          )ss.  
County of Mesa    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2012, by Robert E. Fuoco, Manager for Fuoco Investments, LLC, a Colorado limited liability company.

My commission expires 10/29/2013.

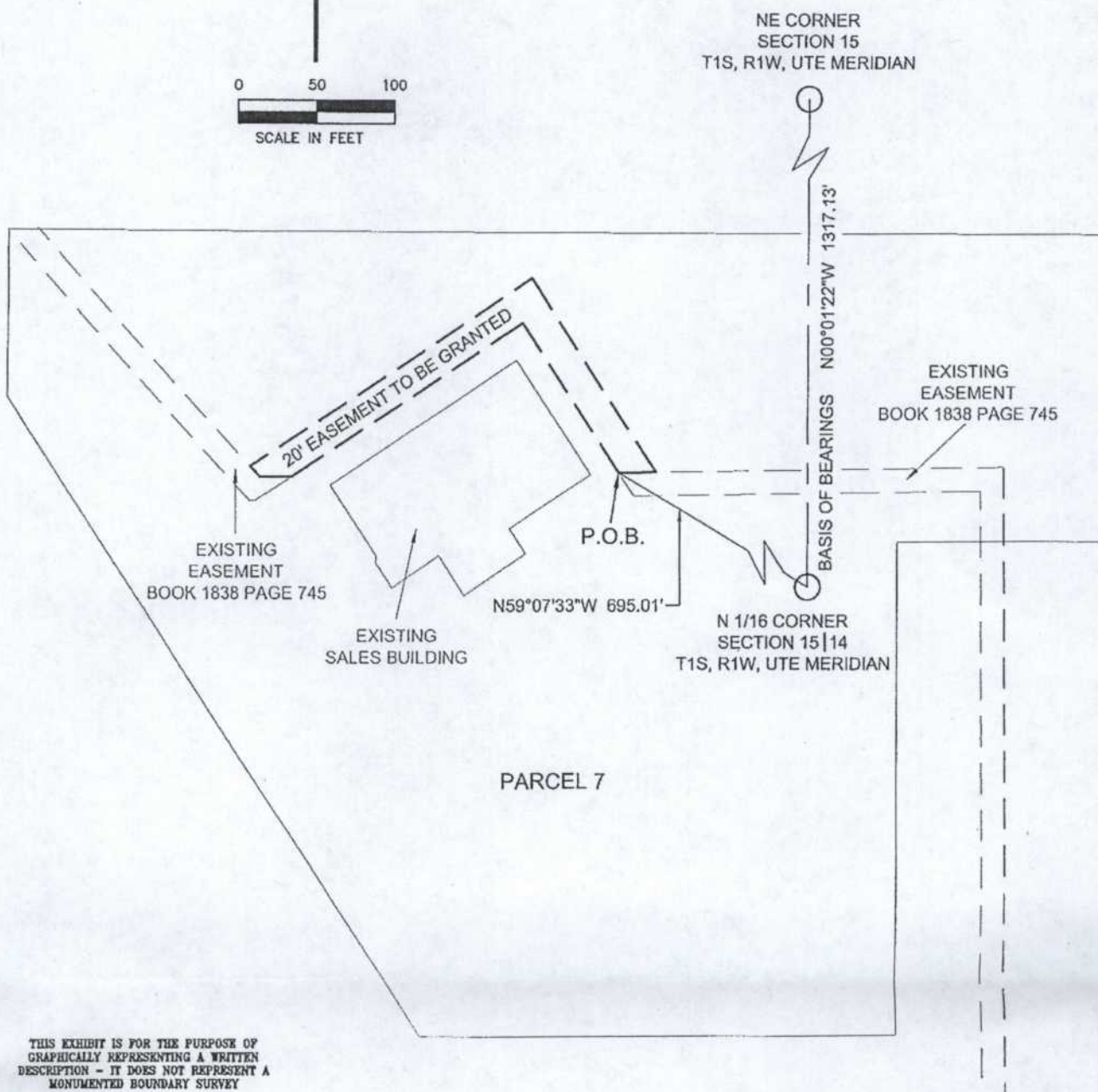
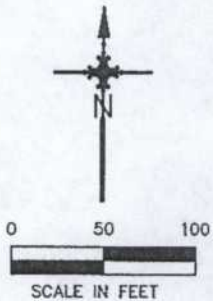
Witness my hand and official seal.



Notary Public



# EXHIBIT "A"



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY