

2 PAGE DOCUMENT

CITY OF FRUITA EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from the CITY OF FRUITA (City), County of Mesa, Colorado, in consideration of which Grantor hereby grants unto said City: (1) a Stormwater Detention Easement as a temporary easement for the operation, maintenance and repair of stormwater detention facilities, and (2) a temporary Non-exclusive Blanket Easement for the use by the general public for park and recreation purposes in Lot 1 of Santa Ana Subdivision, situated in the SE¼NW¼ of Section 20, Township 1 North, Range 2 West of the Ute Meridian, City of Fruita, County of Mesa, State of Colorado, the easement being described as follows:

THE EAST TWELVE (12.00) FEET AND SOUTH FIFTEEN (15.00) FEET OF LOT 1 OF SANTA ANA SUBDIVISION, THE PLAT OF WHICH IS RECORDED AT RECEPTION NUMBER 2389417 OF THE OFFICIAL RECORDS OF MESA COUNTY, COLORADO.

The easement is Twelve (12) feet in width along the east boundary of Lot 1 and Fifteen (15) feet in width along the south boundary of Lot 1. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above widths at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

All easements include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owner of Lot 1 shall not burden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said City's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any structures, including retaining walls, upon the easement granted. Upon permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

Signed this 31 day of August, 2008.

GRANTOR:

Gilbride Development, LLC, a Colorado limited liability company

By: [Signature]
Leo Gilbride, President

STATE OF COLORADO)
 §
COUNTY OF MESA)

Subscribed and sworn to before me on Aug 31, 2008, by Leo Gilbride, President of Gilbride Development, LLC, the Grantor.

Witness my hand and official seal.
[Signature]
Notary Public
My commission expires: 10-16-2010



