

GRANT OF MULTI-PURPOSE EASEMENT

Sandra Boss, Grantor, for and in consideration of the sum of Ten 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 N. 5th Street, Grand Junction, CO 81501, a Perpetual Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance and repair 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, traffic control facilities, street lighting, landscaping, trees, grade structures, , on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2943-172-00-257

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees 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.

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. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

EXHIBIT A

LEGAL DESCRIPTION

2943-172-00-257

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-01

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2712627 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of said S1/2 NW1/4 bears S.89°59'13"W. with all other bearings contained herein being relative thereto; thence along the south line of said S1/2 NW1/4, S.89°59'13"W. a distance of 213.00 feet; thence N.00°00'47"W. a distance of 40.00 feet to northwest corner of Right-of-Way Parcel RW-01 and the Point of Beginning.

Thence N.00°00'47"W. along the west boundary of said entire tract, a distance of 14.00 feet; thence N.89°59'13"E. a distance of 152.75 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°00'47"E. a distance of 14.00 feet to northeast corner of Parcel RW-01; thence along the north line of said Parcel RW-01, S.89°59'13"W. a distance of 152.75 to the Point of Beginning.

Said parcel of land CONTAINING 2,138 square feet or 0.05 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062

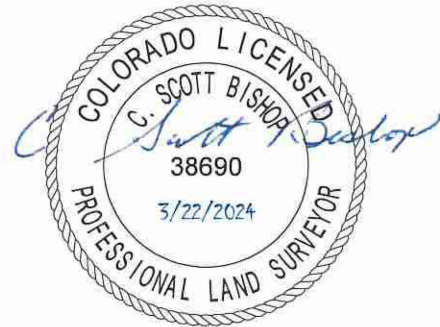
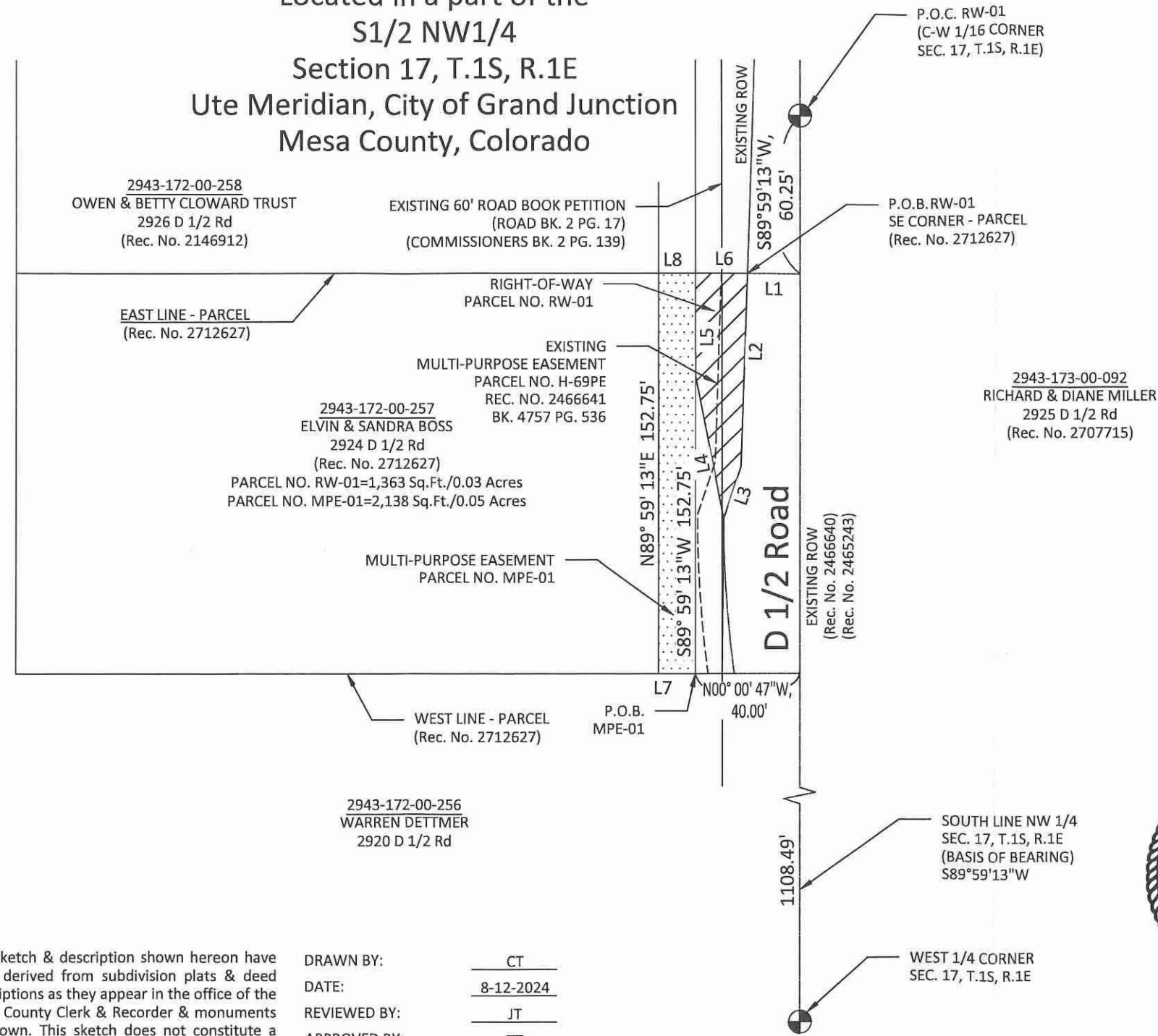
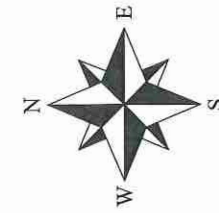


EXHIBIT B

Portion of 2943-172-00-257
 Located in a part of the
 S1/2 NW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



Line Table

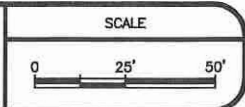
LINE	BEARING	DISTANCE
L1	N00° 00' 47"W	20.13'
L2	N88° 08' 30"W	73.70'
L3	N71° 37' 01"W	21.08'
L4	N78° 47' 12"E	55.65'
L5	N89° 59' 13"E	39.07'
L6	S00° 00' 47"E	19.87'
L7	N00° 00' 47"W	14.00'
L8	S00° 00' 47"E	14.00'

ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: CT
 DATE: 8-12-2024
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1"=50'



ENGINEERING & TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 1

MIN: 1003763-0002506189-4
MERS Phone: 1-888-679-6377
Loan # 0698617768

Consent to Easement

Mortgage Electronic Registration Systems, Inc. ("MERS"), MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument, as nominee for Broker Solutions, Inc., dba New American Funding, Its Successors and Assigns, P.O. Box 650783, Dallas, TX 75265 and telephone (888) 679-MERS, of a Deed of Trust executed by Elvin Boss and Sandra Boss, Husband and Wife, Dated July 27, 2015 and recorded September 11, 2015 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 2737079 which encumbers the property described in the Deed of Trust referenced above, does hereby consent to the Multi-Purpose Easement and agrees that said easement shall be superior to the lien of MERS, Beneficiary.

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Signed this 4TH day of June, 2025

Mortgage Electronic Registration Systems, Inc. as Beneficiary, as Nominee for Broker Solutions, Inc., dba New American Funding, Its Successors and Assigns.

[Signature]
Tsedale Alemu, Vice President

STATE OF TEXAS

COUNTY OF DALLAS

On JUN 04 2025 2025 before me appeared Tsedale Alemu to me personally known, who did say that s/he/they is (are) Vice President of Mortgage Electronic Registration Systems, Inc., as Beneficiary, and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]
Sylvia Ramirez, NOTARY PUBLIC

(SEAL)

NOTARY ID: 131921660

