

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): Larry Michael Watson, Jerry Dan Watson, Darin Jay Watson & Shanna Lea Salazar formerly known as Shanna Lea Watson
	Parcels: RW-05A, RW-05B, & MPE-05

This Memorandum of Agreement (“Agreement”) is made and entered into this 13th day of March, 2025, by and between **Larry Michael Watson, Jerry Dan Watson, Darin Jay Watson & Shanna Lea Salazar formerly known as Shanna Lea Watson** hereinafter referred to as “the Owner”, and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as “the City”.

RECITALS:

- A. The City of Grand Junction, a Colorado home rule municipality (“City”), is proceeding with implementation of the D ½ Road Improvement Project (“Project”). The Project will widen and add street improvements to D ½ Road from 29 Road on the west to 30 Road on the east. Improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities (“Project Improvements”). Construction of the Project is anticipated to begin in 2024 with Ballot Initiative No. 2A funds approved by a majority of the City electorate in November of 2019.
- B. The Owner owns certain real property within the limits of the Project located at 2929 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2943-173-00-103, hereinafter referred to as “the Owner’s Property”.
- C. The installation, operation, maintenance, repair and replacement of the Project Improvements requires the acquisition of the following described real property interests from the Owner:

Parcel No. RW-05A: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 2,038 square feet (0.05 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “A” and depicted on the accompanying graphic illustration labeled Exhibit “D”; and also

Parcel No. RW-05B: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 1,862 square feet (0.04 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “B” and depicted on the accompanying graphic illustration labeled Exhibit “D”; and also

Parcel No. MPE-05: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 1,820 square feet (0.04 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “C” and depicted on the accompanying graphic illustration labeled Exhibit “D”.

The above referenced real property interests may be referred to collectively hereafter as the “Acquired Property”.

- D. The City has obtained and reviewed an appraisal prepared by a Colorado Certified General Appraiser to estimate the fair market value and just compensation to be offered for the Acquired Property. In consideration of the foregoing, the City and the Owner agree to the following sum of money as just compensation for the Acquired Property and any improvements, damages or costs to cure itemized below:

Parcel No. RW-05A:	2,038 sq.ft. @ \$5.75/sq.ft.x 5%	= \$585.93
Parcel No. RW-05B:	1,862 sq.ft. @ \$5.75/sq.ft. x100%	= \$10,706.50
Parcel No. MPE-05:	1,820 sq.ft. @ \$5.75/sq.ft. x 50%	= \$5,232.50
Total Land & Easement Value		= \$16,524.93
Improvements:		
• 570 sq ft driveway gravel		= \$388.73
Total Improvements Contributory Value		= \$388.73
Total Consideration (rounded) = \$16,950.00		

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner subject to the promises, terms, covenants and conditions of this Agreement.
2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner by either (1) the City directly in the form of a City check, or (2) a title company selected by the City, to which the City has deposited the Total Consideration pending upon the execution and delivery by the Owner to the City of:
 - a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient General Warranty Deed for Parcels No. RW-05A & RW-05B.
 - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-05.
 - d. One (1) completed and executed Federal Form W-9.
 - e. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
3. The Total Consideration shall fully compensate the Owner for the Owner's interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owner and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to: ad valorem property taxes due for prior years; current year ad valorem property taxes prorated to the date of closing (applicable to any fee simple parcel included in the Acquired Property), and satisfaction, subordination or release of all liens, judgments and financial encumbrances to deliver financially unencumbered title to the City. The Owner agrees to sell, convey and discharge all such interests in and to the Acquired Property by executing in writing any and all necessary deeds, documents and/or conveyances, including but not limited to, releases, whether full or partial as applicable, or subordinations of deeds of trust.
4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner.
5. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
6. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
7. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
8. This Agreement is a legal instrument. The City recommends the Owner seek the advice of the Owner's own legal and/or tax counsel before signing this Agreement.
9. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

Dated the day and year first above written.

Owners:

Larry Michael Watson



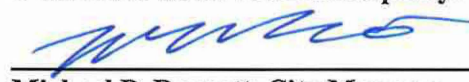
Jerry Dan Watson



Darin Jay Watson

**Shanna Lea Salazar formerly known as
 Shanna Lea Watson**

**The City of Grand Junction,
 a Colorado home rule municipality:**



Michael P. Bennett, City Manager


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4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner.
5. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
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Dated the day and year first above written.

Owners:


 Larry Michael Watson

**The City of Grand Junction,
 a Colorado home rule municipality:**


 Michael P. Bennett, City Manager

 Jerry Dan Watson

 Darin Jay Watson

 Shanna Lea Salazar formerly known as
 Shanna Lea Watson

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Dated the day and year first above written.

Owners:

**The City of Grand Junction,
a Colorado home rule municipality:**


Larry Michael Watson



Michael P. Bennett, City Manager

Jerry Dan Watson

Darin Jay Watson



Shanna Lea Salazar formerly known as
Shanna Lea Watson

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-103

RIGHT-OF-WAY PARCEL NO. RW-05A

A parcel of land being a portion of an entire tract of land as described in Reception Number 1664161 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) 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 north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 200.38 feet to the northwest corner of said entire tract and the Point of Beginning.

Thence along the north line of said entire tract, N.89°59'39"E. a distance of 130.00 feet, to the northeast corner of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 15.91 feet to south edge of the open, used and historic Right-of-Way for D ½ Road; thence along said south edge, N.89°48'05"W. a distance of 130.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17" W. a distance of 15.44 feet to the Point of Beginning.

Said parcel of land CONTAINING 2,038 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

LEGAL DESCRIPTION

2943-173-00-103

RIGHT-OF-WAY PARCEL NO. RW-05B

A parcel of land being a portion of an entire tract land as described in Reception Number 1664161 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) 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 north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 200.38 feet to the northwest corner of said entire tract; thence along the west line of said entire tract, S.00°08'17"E. a distance of 15.44 feet to south edge of the open, used and historic Right-of-Way for D ½ Road and the Point of Beginning.

Thence along said south edge, S.89°48'05"E. a distance of 130.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 14.09 feet; thence S.89°59'39"W. a distance of 130.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17"W. a distance of 14.56 feet to the POINT OF BEGINNING.

Said parcel of land CONTAINING 1,862 square feet or 0.04 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 C

LEGAL DESCRIPTION

2943-173-00-103

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-05

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 1664161 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) 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 north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 200.38 feet to the northwest corner of said entire tract; thence S.00°08'17"E. along the west line of said entire tract, a distance of 30.00 feet to the southwest corner of Right-of-Way Parcel No. RW-05B and the Point of Beginning.

Thence along the south line of said Parcel RW-05B, N.89°59'39"E. a distance of 130.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 14.00 feet; thence S.89°59'39"W. a distance of 130.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17"W. a distance of 14.00 feet to the Point of Beginning.

Said parcel of land CONTAINING 1,820 square feet or 0.04 acres, more or less as described.

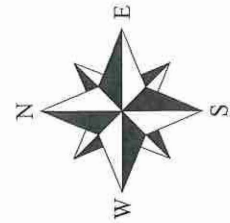
Authored by: C. Scott Bishop, PLS #38690

Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062

EXHIBIT D

Portion of 2943-173-00-103
 Located in a part of the
 W 1/2 W 1/2 NE 1/4 SW1/4
 Section 17, T.1S, R.1E

Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-173-00-139
 MARK DANIEL GUSTAFSON
 2937 D 1/2 RD

2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

SOUTH LINE NW 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 S89°59'39"W

D 1/2 Road
 PRESENT D 1/2 RD R.O.W

C 1/4 CORNER
 SEC. 17, T.1S, R.1E

1121.05'

L1 L3 L5

EXISTING ROW

N89° 59' 39" E 130.00'

S89° 48' 05" E 130.00'

S89° 59' 39" W 130.00'

S89° 59' 39" W 130.00'

200.38'

L2 L4 L6

P.O.B. RW-05B

P.O.B. MPE-05

P.O.C RW-05
 (C-W 1/16 CORNER
 SEC. 17, T.1S, R.1E)

RIGHT-OF-WAY
 PARCEL NO. RW-05B

RIGHT-OF-WAY
 PARCEL NO. RW-05A

MULTI-PURPOSE EASEMENT
 PARCEL NO. MPE-05

EAST LINE - PARCEL
 Rec. No. 1664161

2943-173-00-103
 LARRY MICHAEL WATSON, JERRY DAN WATSON,
 DARIN JAY WATSON & SHANNA LEA WATSON
 2929 D 1/2 RD
 (Rec. No. 1664161)
 PARCEL NO. RW-05A=2,038 Sq.Ft./0.05 Acres
 PARCEL NO. RW-05B=1,862 Sq.Ft./0.04 Acres
 PARCEL NO. MPE-05=1,820 Sq.Ft./0.04 Acres

WEST LINE - PARCEL
 REC. NO. 1664161

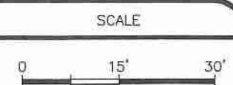
2943-173-00-280
 MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
 2927 D 1/2 RD

Line Table		
LINE	BEARING	DISTANCE
L1	S00° 08' 17"E	15.91'
L2	N00° 08' 17"W	15.44'
L3	S00° 08' 17"E	14.09'
L4	N00° 08' 17"W	14.56'
L5	S00° 08' 17"E	14.00'
L6	N00° 08' 17"W	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: SMB
 DATE: 08-04-2023
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'



PUBLIC WORKS
ENGINEERING DIVISION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 5

EXHIBIT C

Portion of 2943-173-00-103

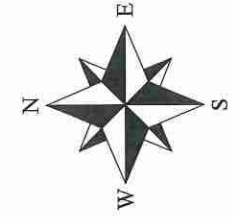
Located in a part of the

W 1/2 W 1/2 NE 1/4 SW1/4

Section 17, T.1S, R.1E

Ute Meridian, City of Grand Junction

Mesa County, Colorado

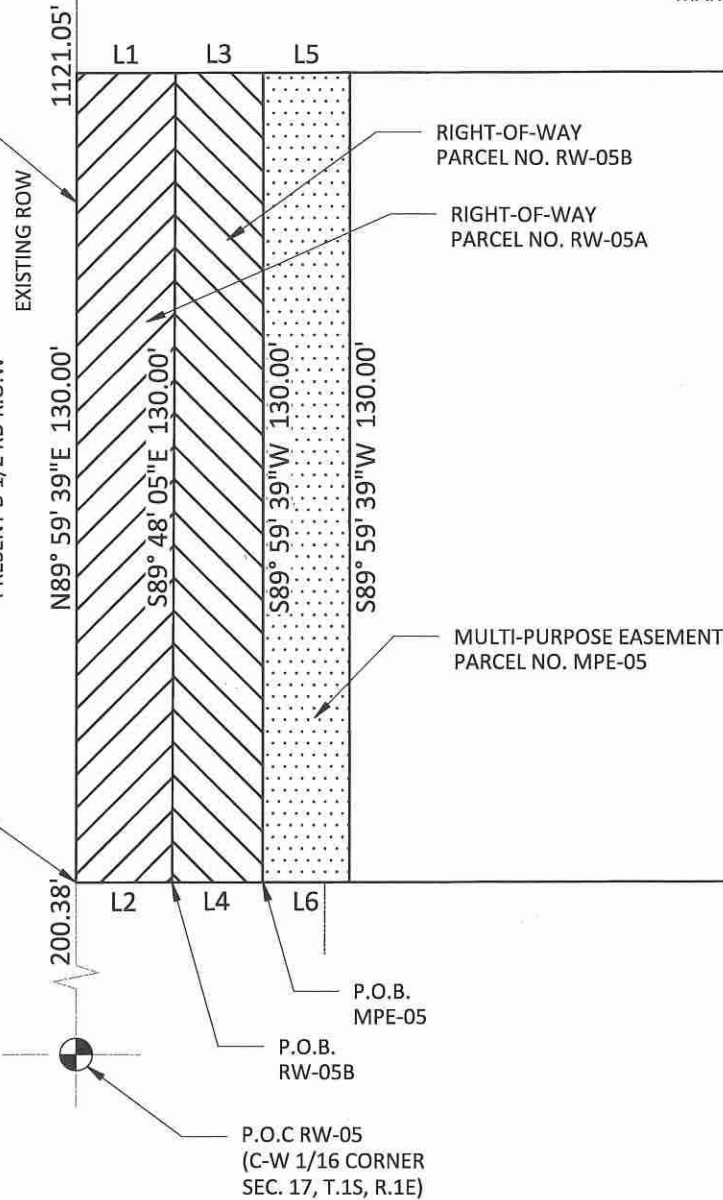


2943-173-00-139
MARK DANIEL GUSTAFSON
2937 D 1/2 RD

2943-173-00-222
PAUL P BIBEAU
2941 D 1/2 RD

SOUTH LINE NW 1/4
SEC. 17, T.1S, R.1E
(BASIS OF BEARING)
S89°59'39"W

D 1/2 Road
PRESENT D 1/2 RD R.O.W



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L4	N00° 08' 17"W	14.56'
L5	S00° 08' 17"E	14.00'
L6	N00° 08' 17"W	14.00'

EAST LINE - PARCEL
Rec. No. 1664161

2943-173-00-103
LARRY MICHAEL WATSON, JERRY DAN WATSON,
DARIN JAY WATSON & SHANNA LEA WATSON
2929 D 1/2 RD
(Rec. No. 1664161)
PARCEL NO. RW-05A=2,038 Sq.Ft./0.05 Acres
PARCEL NO. RW-05B=1,862 Sq.Ft./0.04 Acres
PARCEL NO. MPE-05=1,820 Sq.Ft./0.04 Acres

WEST LINE - PARCEL
REC. NO. 1664161

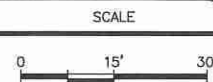
2943-173-00-280
MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
2927 D 1/2 RD

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: SMB
DATE: 08-04-2023
REVIEWED BY: BTL
APPROVED BY: CSB
SCALE: 1"=30'



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F210305

**D 1/2 RD, 29 TO 30 RD
EXHIBIT PARCEL 5**

Executed and delivered this 28th day of March, 2025.

Shanna Lea Salazar / Shanna Lea Watson
Shanna Lea Salazar formerly known as Shanna Lea Watson

State of CO)
County of Jefferson) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 2025, by Shanna Lea Salazar formerly known as Shanna Lea Watson.

Witness my hand and official seal.



Annette Diegel
Notary Public

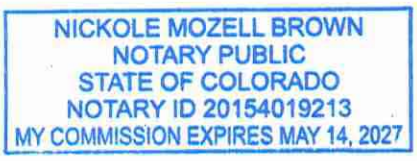
Executed and delivered this 4th day of April, 2025.

[Signature]
Jerry Dan Watson

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2025, by Jerry Dan Watson.

Witness my hand and official seal.



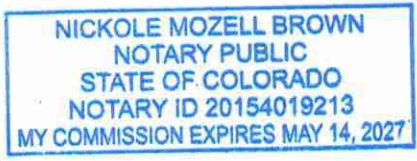
[Signature]
Notary Public

[Signature]
Darin Jay Watson

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2025, by Darin Jay Watson.

Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-103

RIGHT-OF-WAY PARCEL NO. RW-05A

A parcel of land being a portion of an entire tract of land as described in Reception Number 1664161 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) 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 north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 200.38 feet to the northwest corner of said entire tract and the Point of Beginning.

Thence along the north line of said entire tract, N.89°59'39"E. a distance of 130.00 feet, to the northeast corner of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 15.91 feet to south edge of the open, used and historic Right-of-Way for D 1/2 Road; thence along said south edge, N.89°48'05"W. a distance of 130.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17" W. a distance of 15.44 feet to the Point of Beginning.

Said parcel of land CONTAINING 2,038 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

LEGAL DESCRIPTION

2943-173-00-103

RIGHT-OF-WAY PARCEL NO. RW-05B

A parcel of land being a portion of an entire tract land as described in Reception Number 1664161 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) 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 north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 200.38 feet to the northwest corner of said entire tract; thence along the west line of said entire tract, S.00°08'17"E. a distance of 15.44 feet to south edge of the open, used and historic Right-of-Way for D 1/2 Road and the Point of Beginning.

Thence along said south edge, S.89°48'05"E. a distance of 130.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 14.09 feet; thence S.89°59'39"W. a distance of 130.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17"W. a distance of 14.56 feet to the POINT OF BEGINNING.

Said parcel of land CONTAINING 1,862 square feet or 0.04 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

GRANT OF MULTI-PURPOSE EASEMENT

Larry Michael Watson, Jerry Dan Watson, Darin Jay Watson & Shanna Lea Salazar formerly known as Shanna Lea Watson, Grantors, 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.: 2943-173-00-103

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. Grantors reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which will not unreasonably interfere with the full use and quiet enjoyment of the rights herein granted. Grantors 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 Grantors to remove such obstacles from the Easement. If Grantors do not remove such obstacles, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantors 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.

Grantors hereby covenants with Grantee that Grantors have good title to the herein described premises; that Grantors have 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.

The Grantors agree that this Grant of Multi-purpose Easement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one grant of the Easement.

Executed and delivered this 28th day of March, 2025.

Shanna Lea Salazar / Shanna Lea Watson
Shanna Lea Salazar formerly known as Shanna Lea Watson

State of CO)
) ss.
County of Jefferson

The foregoing instrument was acknowledged before me this 28th day of March, 2025, by Shanna Lea Salazar formerly known as Shanna Lea Watson.

Witness my hand and official seal.



Annette Diegel
Notary Public

Executed and delivered this 4th day of April, 2025.

[Signature]
Jerry Dan Watson

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2025, by Jerry Dan Watson.

Witness my hand and official seal.



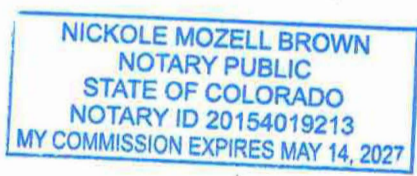
[Signature]
Notary Public

[Signature]
Darin Jay Watson

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 4th day of April, 2025, by Darin Jay Watson.

Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-103

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-05

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 1664161 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) 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 north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 200.38 feet to the northwest corner of said entire tract; thence S.00°08'17"E. along the west line of said entire tract, a distance of 30.00 feet to the southwest corner of Right-of-Way Parcel No. RW-05B and the Point of Beginning.

Thence along the south line of said Parcel RW-05B, N.89°59'39"E. a distance of 130.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 14.00 feet; thence S.89°59'39"W. a distance of 130.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17"W. a distance of 14.00 feet to the Point of Beginning.

Said parcel of land CONTAINING 1,820 square feet or 0.04 acres, more or less as described.

Authored by: C. Scott Bishop, PLS #38690

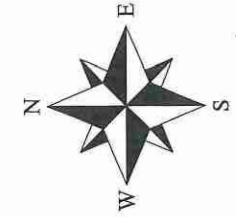
Survey Manager, Horrocks

2161 W. Grove Parkway Suite #100

Pleasant Grove, UT 84062

EXHIBIT B

Portion of 2943-173-00-103
 Located in a part of the
 W 1/2 W 1/2 NE 1/4 SW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

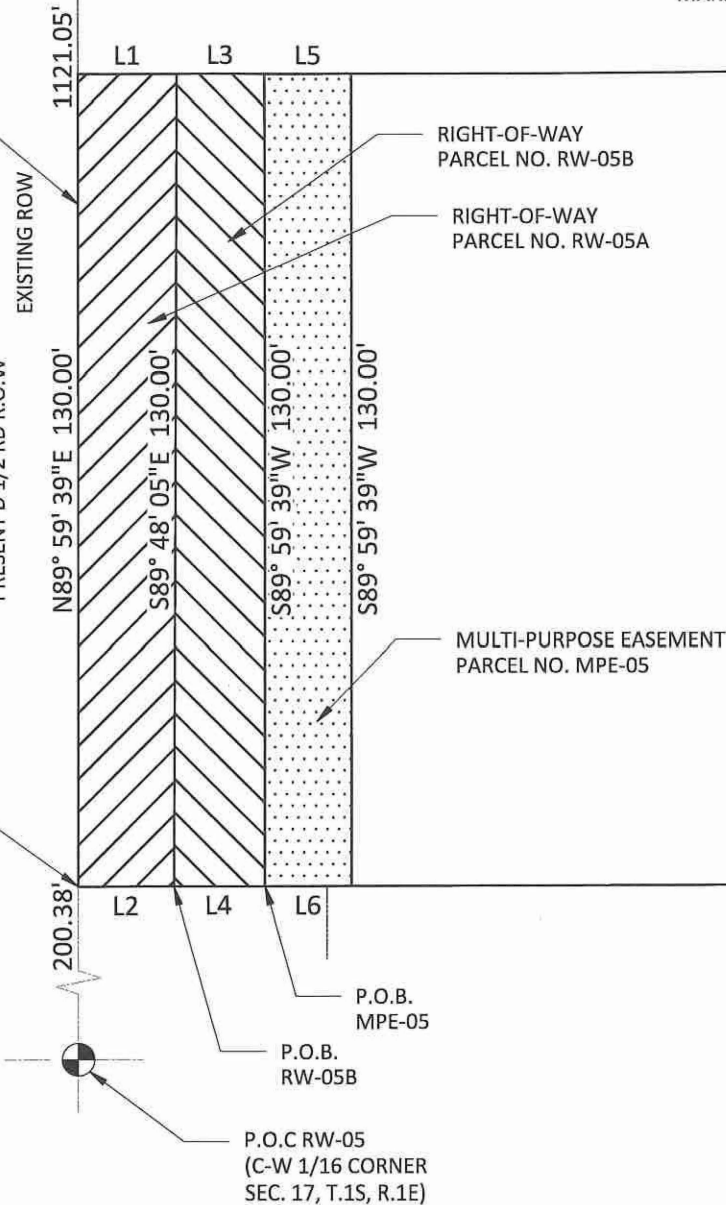


2943-173-00-139
 MARK DANIEL GUSTAFSON
 2937 D 1/2 RD

2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

SOUTH LINE NW 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 S89°59'39"W

D 1/2 Road
 PRESENT D 1/2 RD R.O.W



Line Table		
LINE	BEARING	DISTANCE
L1	S00° 08' 17"E	15.91'
L2	N00° 08' 17"W	15.44'
L3	S00° 08' 17"E	14.09'
L4	N00° 08' 17"W	14.56'
L5	S00° 08' 17"E	14.00'
L6	N00° 08' 17"W	14.00'

2943-173-00-103
 LARRY MICHAEL WATSON, JERRY DAN WATSON,
 DARIN JAY WATSON & SHANNA LEA WATSON
 2929 D 1/2 RD
 (Rec. No. 1664161)
 PARCEL NO. RW-05A=2,038 Sq.Ft./0.05 Acres
 PARCEL NO. RW-05B=1,862 Sq.Ft./0.04 Acres
 PARCEL NO. MPE-05=1,820 Sq.Ft./0.04 Acres

P.O.B. RW-05
 (NW CORNER PARCEL)
 (Rec. No. 1664161)

WEST LINE - PARCEL
 REC. NO. 1664161

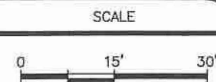
2943-173-00-280
 MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51
 2927 D 1/2 RD

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: SMB
 DATE: 08-04-2023
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'



**PUBLIC WORKS
 ENGINEERING DIVISION**
 PROJECT NO. F210305

**D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 5**