

GRANT OF MULTI-PURPOSE EASEMENT

Jonathan S. Forsyth & Jil L. Forsyth, 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.: 2943-174-00-118

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.

Executed and delivered this 22 day of October, 2024.

Jonathan S Forsyth
Jonathan S. Forsyth

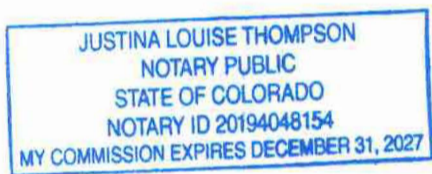
Jil L. Forsyth
Jil L. Forsyth

State of Colorado)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 22 day of October, 2024, by Jonathan S. Forsyth & Jil L. Forsyth.

Witness my hand and official seal.

My Commission Expires: 12-31-2027



Justina Louise Thompson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-174-00-118

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-19

A fourteen foot (14') wide parcel of land being a portion of the tract of land as described in Reception Number 2350511 located in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the south line of said SW1/4 NE1/4 bears S.89°59'22"E. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, S.89°59'22"E. a distance of 434.87 feet to the northwest corner of said entire tract; thence along the west line of said entire tract, S.00°00'01"W. a distance of 30.00 feet to southwest corner of Right-of-Way Parcel RW-19B and the Point of Beginning.

Thence along the south line of said Parcel RW-19B, S.89°59'22"E. a distance of 95.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°00'01"W. a distance of 14.00 feet; thence N.89°59'22"W. a distance of 95.00 feet to a point in the west line of said entire tract; thence along west line of said entire tract, N.00°00'01"E. a distance of 14.00 feet the Point of Beginning.

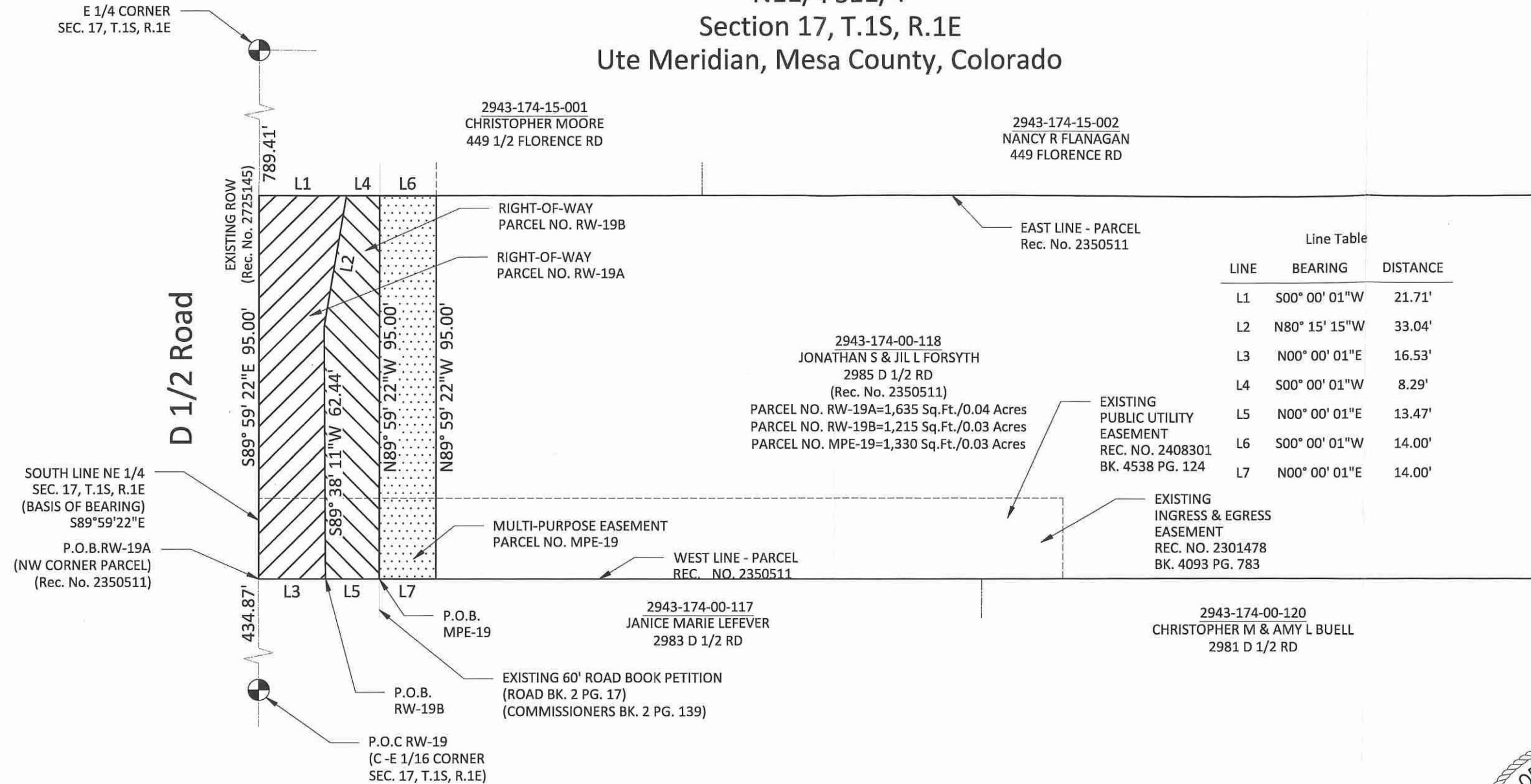
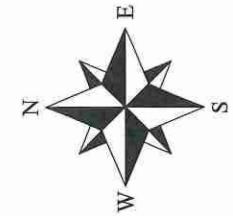
Said parcel of land CONTAINING 1,330 square feet or 0.03 acres, more or less, as described.

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



EXHIBIT B

Portion of 2943-174-00-118
 Located in a part of the
 NE1/4 SE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado



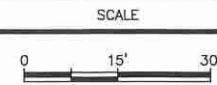
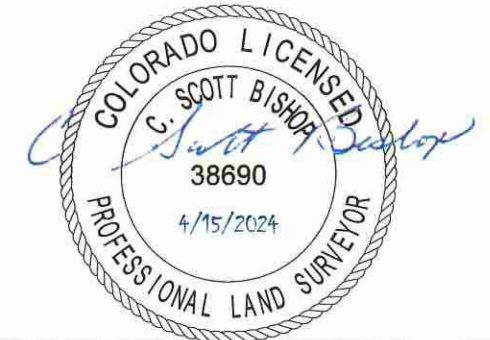
Line Table		
LINE	BEARING	DISTANCE
L1	S00° 00' 01"W	21.71'
L2	N80° 15' 15"W	33.04'
L3	N00° 00' 01"E	16.53'
L4	S00° 00' 01"W	8.29'
L5	N00° 00' 01"E	13.47'
L6	S00° 00' 01"W	14.00'
L7	N00° 00' 01"E	14.00'

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: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'



**ENGINEERING &
 TRANSPORTATION**
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 19

MIN: 100039034925341127
MERS Phone: 1-888-679-6377
Loan # 0693087660

Consent to Easement

Mortgage Electronic Registration Systems, Inc. as Beneficiary, as Nominee for Rocket Mortgage, LLC. FKA Quicken Loans, LLC, Its Successors and Assigns. P.O. Box 650783, Dallas, TX 75265 and telephone (888) 679-MERS, of a Deed of Trust executed by Jonathan S. Forsyth and Jil L. Forsyth, Husband and Wife, Dated December 7, 2021 and recorded December 14, 2021 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 3011844 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 10th day of November, 2024

Mortgage Electronic Registration Systems, Inc. as Beneficiary, as Nominee for Rocket Mortgage, LLC. FKA Quicken Loans, LLC, Its Successors and Assigns.

By: [Signature]

Print Name: Tsedale Alemu

Its: Vice President

STATE OF
COUNTY OF Texas

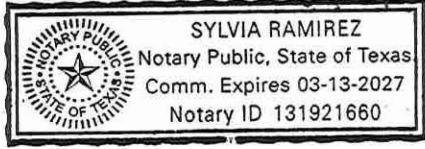
On NOV 12 2024 2024 before me appeared Tsedale Alemu

to me personally known, who did say that s/he/they is (are)
of Mortgage Electronic Registration Systems, Inc. as Beneficiary, as Nominee for Rocket Mortgage, LLC. FKA Quicken Loans, LLC, Its Successors and Assigns. 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



Joinder and Consent to Easement

Figure Lending LLC, its successors and assigns, with an address of 650 S. Tyron Street, 8th Floor, Charlotte, NC 28202, as the current holder of that certain Deed of Trust granted by Jonathan Forsyth and Jil Forsyth, dated April 11, 2024, and recorded April 17, 2024 at Reception No. 3090706 in the Office of the Clerk and Recorder of Mesa County, Colorado which encumbers the property described in said Deed of Trust, does hereby consent to the Grant of Multi-Purpose Easement to the City of Grand Junction, Colorado and agrees that said easement shall be superior to the lien of Canvas Credit Union

Signed this 5 day of March 2025.

Figure Lending LLC

By: [Signature]

Print Name: Oscar Soathall

Title: S.R. Director Mortgage Servicing

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me on this 5 day of March 2025 by Oscar Soathall as S.R. Director Mortgage Servicing of Figure Lending LLC.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 6, 2029

