



GRANT OF MULTI-PURPOSE EASEMENT

Harold E. Johnston, 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.: 2943-174-00-247

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 30 day of April, 2025.

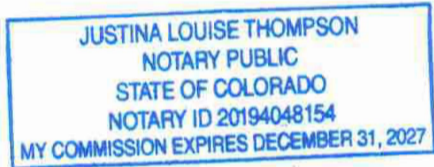
Harold E. Johnston
Harold E. Johnston

State of COLORADO
) ss.
County of MESA)

The foregoing instrument was acknowledged before me this 30 day of April, 2025, by Harold E. Johnston.

Witness my hand and official seal.

My Commission Expires: 12-31-2027



Justina Louise Thompson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-174-00-247

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-32

A fourteen foot (14') wide parcel of land being a portion of the tract of land as described in Reception Number 2284454 located in the West Quarter of the Northwest Quarter of the Southeast Quarter (W1/4 NW1/4 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 1/4 (Center One-Quarter) corner of said Section 17, and assuming the north line of said SE1/4 bears S 89°58'57" E, with all other bearings contained herein being relative thereto; THENCE along the north line of said SE1/4, S 89°58'57" E a distance of 179.82 feet; THENCE S 00°02'36" E a distance of 30.00 feet to the northwest corner of said tract and the POINT OF BEGINNING.

THENCE along the north line of said tract, S 89°58'57" E a distance of 150.00 feet to the northeast corner of said tract;

THENCE along the east line of said tract, S 00°00'58" E a distance of 14.00 feet;

THENCE N 89°58'57" W a distance of 149.99 feet to the west line of said tract;

THENCE along the west line of said tract, N 00°02'36" W a distance of 14.00 feet to the POINT OF BEGINNING.

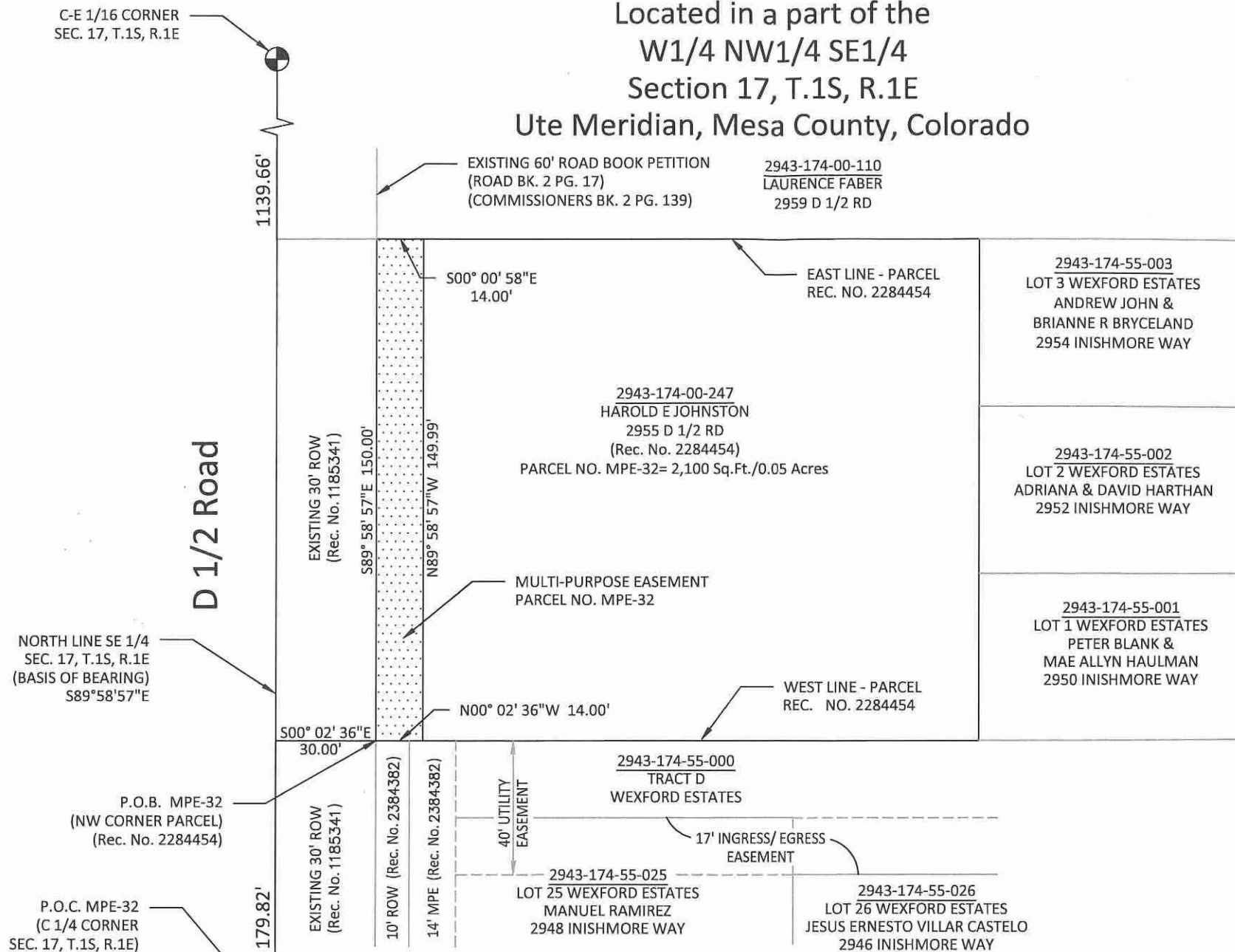
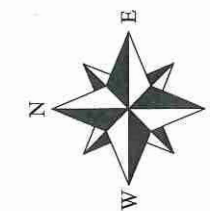
Said parcel of land CONTAINING 2,100 square feet or 0.05 acres, more or less, as described.

Authored by: Ted T. Taggart, PLS #37075
Wasatch Surveying Associates
288 Vista Valley Dr
Fruita, CO, 81521



EXHIBIT B

Portion of 2943-174-00-247
 Located in a part of the
 W1/4 NW1/4 SE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado

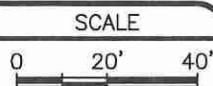


ABBREVIATIONS

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: 4-08-25
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1"=40'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 32

MIN: 100104088018351484
MERS Phone: 1-888-679-6377
Loan # 8801835148

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 Bank of the West, its successors and assigns, PO Box 2026, Flint, MI 48501, and telephone (888) 679-MERS, of a Deed of Trust executed by Harold E. Johnston, Dated May 5, 2016 and recorded May 11, 2016 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 2759786 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 3rd day of June, 2025

Mortgage Electronic Registration Systems, Inc. as Bank of the West, Its Successors and Assigns.

By: *Justin Page*

Print Name: Justin Page

Its: Officer

STATE OF Illinois

COUNTY OF DuPage

On June 3rd, 2025 before me appeared Justin Page
to me personally known, who did say that s/he/they is (are) Officer
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).

Stephen Andrew Burian
Stephen Andrew Burian, NOTARY PUBLIC

(SEAL)

NOTARY ID: 995803

