



152250 2238

GRANT OF MULTI-PURPOSE EASEMENT

Nivas J. Meryhew and Joann Meryhew, 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.: 2943-173-00-223

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.

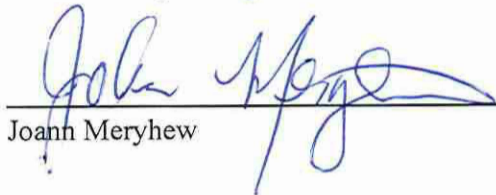
The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full 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 24 day of September, 2025.



Nivas J. Meryhew



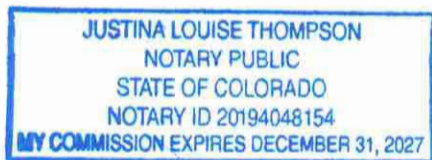
Joann Meryhew

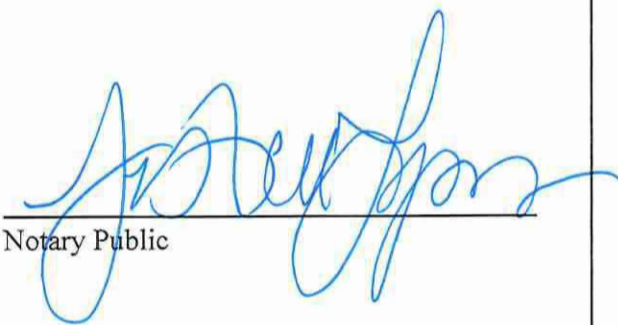
State of COLORADO)
) ss.
County of MESA)

The foregoing instrument was acknowledged before me this 24 day of September, 2025, by Nivas J. Meryhew and Joann Meryhew.

Witness my hand and official seal.

My Commission Expires: 12-31-2027





Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-223

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-34

A parcel of land being a portion of an entire tract of land as described in Reception Number 2690420 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 N89°59'39"E with all other bearings contained herein being relative thereto; thence along said north line of said NE1/4 SW1/4, N89°59'39"E a distance of 751.66 feet; thence S00°06'46"E, a distance of 30.00 feet to the northwest corner of that parcel described in said Reception Number 2690420 and the Point of Beginning.

thence N89°59'39"E" along the north line of said entire tract, a distance of 154.77 feet to the northeast corner thereof;
thence S00°03'01"E, a distance of 14.00 feet along the east line of said entire tract;
thence S89°59'39"W, a distance of 154.75 feet to the west line of said entire tract;
thence N00°06'46"W, a distance of 14.00 feet along said west line to the Point of Beginning.

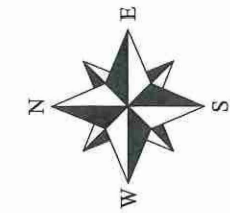
Said parcel of land containing 2167 square feet or 0.05 acres, more or less, as described.

Authored by: Ted T. Taggart, PLS #37075
P.O. Box 564
Fruita, Colorado 81521



EXHIBIT B

Portion of 2943-173-00-223
 Located in a part of the
 NE1/4 SW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado

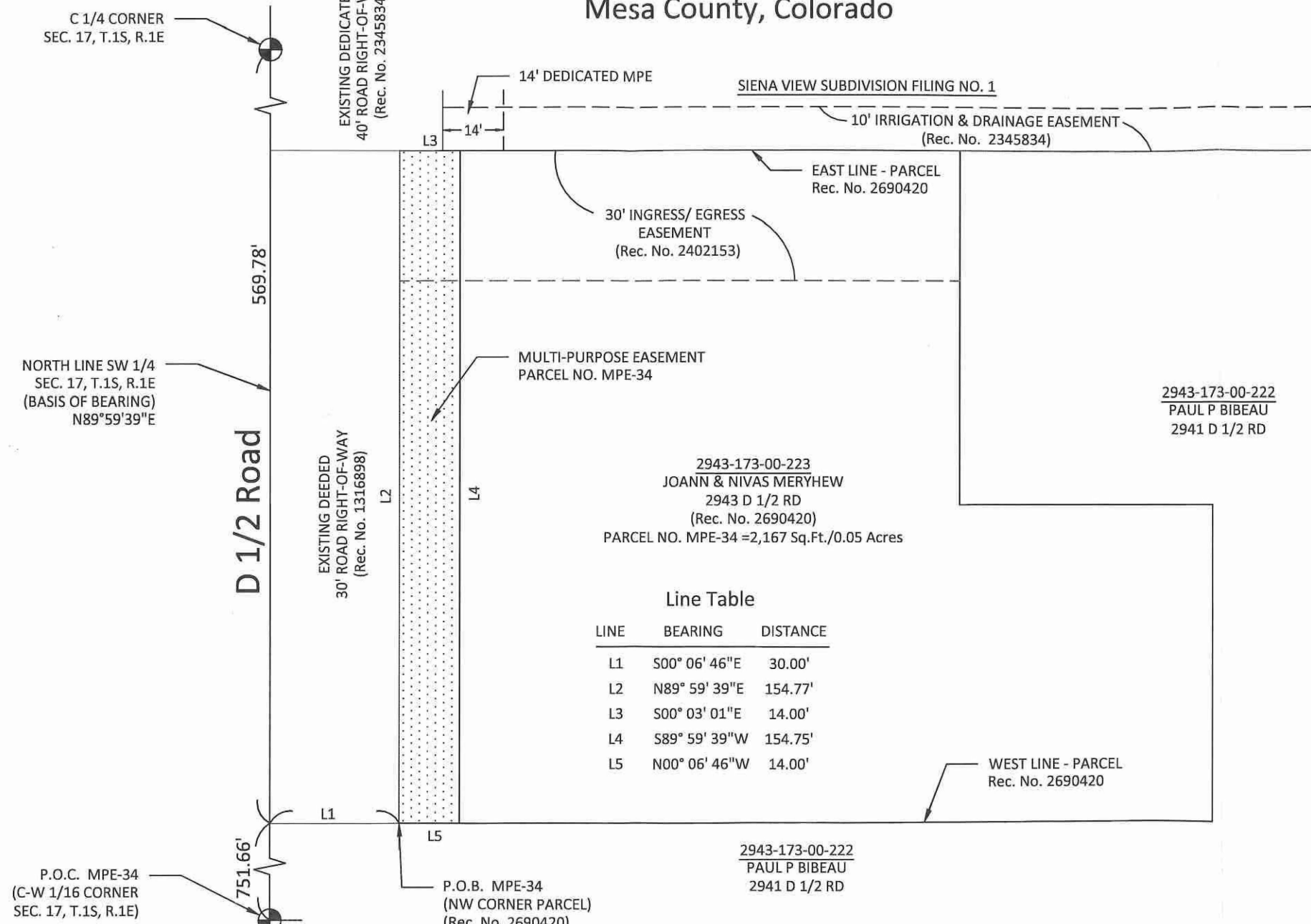


DATE: 07-10-25
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1"=30'

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.

ABBREVIATIONS
 P.O.C. Point Of Commencement
 P.O.B. Point Of Beginning
 R.O.W. Right-of-Way
 SEC. Section
 T. Township
 R. Range
 Approximately

Rec. Reception Number
 RW Right-of-Way
 MPE Multi-Purpose Easement
 TCE Temporary Construction Easement
 U.M. Ute Meridian
 Sq.Ft. Square Feet



2943-173-00-223
 JOANN & NIVAS MERYHEW
 2943 D 1/2 RD
 (Rec. No. 2690420)
 PARCEL NO. MPE-34 = 2,167 Sq.Ft./0.05 Acres

Line Table

LINE	BEARING	DISTANCE
L1	S00° 06' 46"E	30.00'
L2	N89° 59' 39"E	154.77'
L3	S00° 03' 01"E	14.00'
L4	S89° 59' 39"W	154.75'
L5	N00° 06' 46"W	14.00'

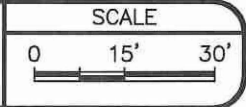
2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

WEST LINE - PARCEL
 Rec. No. 2690420

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



Ted T. Taggart
 Colorado Registered
 Land Surveyor No. 37075



ENGINEERING &
 TRANSPORTATION
 PROJECT No. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 34

MIN: 1006543-000000339-3
MERS Phone: 1-888-679-6377
Loan # 8102008086

Consent to Easement

Mortgage Electronic Registration Systems, Inc. ("MERS"), as beneficiary, as nominee for Planet Home Lending, LLC, its successors and assigns, 321 Research Parkway, Suite 303, Meriden, CT 06450, and telephone (888) 679-MERS, of a Deed of Trust executed by Nivas J Meryhew and Joann Meryhew, Joint Tenants, Dated May 23, 2015 and recorded June 3, 2015 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 2726032 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. .

Borrower understands and agrees that MERS, as beneficiary, as nominee for Planet Home Lending, LLC, its successors and assigns holds only legal title to the interests granted by Borrower in this Deed of Trust, but, if necessary to comply with law or custom, 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.

Signed this 27th day of February, 2026

Mortgage Electronic Registration Systems, Inc. as beneficiary, as nominee for Planet Home Lending, LLC, Its Successors and Assigns.

By: [Signature] Print Name: Sarah Jankowski Saules Its: Vice President

STATE OF Connecticut

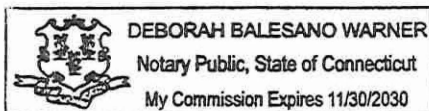
COUNTY OF New Haven

On February 27th 2026 before me appeared Sarah Jankowski Saules to me personally known, who did say that s/he/they is (are) Vice President of Mortgage Electronic Registration Systems, Inc. ("MERS"), as beneficiary, as nominee for Planet Home Lending, 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], NOTARY PUBLIC

Commission expires 11/30/30
NOTARY ID: _____

(SEAL)



Borrower Certification Regarding FHA Appraisal Waiver

We, the undersigned Borrower(s), hereby certify that we are aware that FHA Handbook 4000.1, Section III.A.1.j.iii.(B)(2), generally requires submission of a valid FHA appraisal reflecting the value of the property before a partial release or modification of security and the value of the remaining property after such partial release or modification.

We acknowledge and understand that FHA has approved a waiver of this appraisal requirement in connection with the partial release or modification of security for the subject property.

We accept this condition, acknowledge this waiver, and confirm our understanding that the waiver is granted subject to this fully executed and recorded certification.

Borrower(s) further acknowledge that they have had the opportunity to ask questions regarding this waiver and fully understand its implications.

Borrower Signature: *[Signature]* Date: 2-10-26
Borrower Signature: *[Signature]* Date: 2/10/2026