

GRANT OF DRAINAGE EASEMENT

Annabel Castaneda, Grantor, whose mailing address is 377 S. Redlands Road, Grand Junction, CO 81507, owner of that certain parcel of land, with an address of 377 S. Redlands Road, located in Mesa County, Colorado, as evidenced by a Warranty Deed recorded in Book 4979, Page 200, Public Records of Mesa County, Colorado for and in consideration of the sum of Ten and 00/100 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 Drainage Easement for the use and benefit of Grantee and for the use and benefit of the Public, as approved by Grantee, as a perpetual drainage easement, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 3, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado and assuming the South line of said Lot 3 bears N 89°16'21" E with all other bearings contained herein being relative thereto, thence N 89°16'21" E, along the South line of said Lot 3, a distance of 3.94 feet to the POINT OF BEGINNING of the following described parcel of land; thence from said Point of Beginning, N 23°08'22" E, a distance of 68.86 feet to a point on a portion of said Lot 3; thence N 89°16'21" E, along said portion, a distance of 17.49 feet; thence S 04°54'14" W, a distance of 63.27 feet to a point on the South line of said Lot 3; thence S 89°16'21" W, along said South line, a distance of 39.14 feet, more or less, to the Point of Beginning.

Containing 1,783 square feet or 0.041 Acres, more or less, as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

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

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; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement.

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

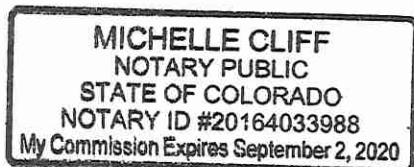
Executed and delivered this 11 day of December, 2018.


Annabel Castaneda

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11 day of December, 2018, by Annabel Castaneda.
My commission expires 09/02/2020.
Witness my hand and official seal.


Michelle Cliff
Notary Public



Ratified, consented to subordination of interest, and acknowledged by the following Deed of Trust Beneficiaries:

The undersigned hereby certifies that it is a holder of a security interest upon the above described property and does hereby join in and consent to this grant of drainage easement by the owner thereof and agrees that its security interest which is evidenced by that certain Deed of Trust dated August 26, 2011 and recorded on 09/02/2011, in the office of the Mesa County Clerk and Recorder, Reception No. 2583857, Book 5196 at Page 39, for the benefit of Highlands Residential Mortgage, LTD., and Assigned to Bank of America, N.A. by Assignment of Deed of Trust dated May 22, 2015, recorded June 10, 2015 in the office of the Mesa County Clerk and Recorder, Reception No. 2726889, Book 5735 at Page 504, and Assigned to PennyMac Loan Services, LLC, by Corporation Assignment of Deed of Trust on April 11, 2018, recorded April 11, 2018 in the office of the Mesa County Clerk and Recorder, Reception No. 2836707 shall be and is hereby subordinate to this grant of drainage easement to the City of Grand Junction.

PennyMac Loan Services, LLC ratifies, consents to subordination of interest, and acknowledges the foregoing grant of drainage easement:

PennyMac Loan Services, LLC

By: _____

Print Name: _____

Print Title: _____

State of _____)
)ss
County of _____)

The foregoing instrument was ratified, consented to subordination of interest, and acknowledged by _____, as _____ for PennyMac Loan Services, LLC before me this _____ day of _____, 2018.

My commission expires _____.
Witness my hand and official seal.

Notary Public

The Secretary of Housing and Urban Development certifies that it is a holder of a security interest upon the above described property and does hereby join in, ratifies, consents, and subordinates its interest to the grant of drainage easement by the owner thereof, Annabel Castaneda, and agrees that its security interest which is evidenced by Deed of Trust dated October 22, 2014 and recorded on 11/07/2014, in the office of the Mesa County Clerk and Recorder, Reception No. 2706419, Book 5659 at Page 192, shall be and is hereby subordinate to this grant of drainage easement to the City of Grand Junction attached hereto and incorporated herein.

Secretary of Housing and Urban Development

By: George Odoi
George Odoi, Contract Manager for
NOVAD Management Consulting, LLC Attorney-in-fact
for the Secretary of Housing and Urban Development

State of Oklahoma)
)ss
County of Cleveland)

The foregoing instrument was ratified, consented to subordination of interest, and acknowledged by George Odoi, as Contract Manager for Secretary of Housing and Urban Development before me this 27 day of June, 2018.

My commission expires 04/09/2022.
Witness my hand and official seal.

Rebecca M. Maxwell
Notary Public

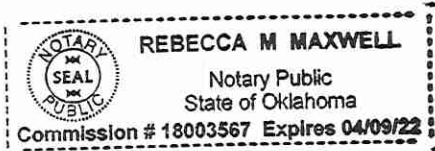
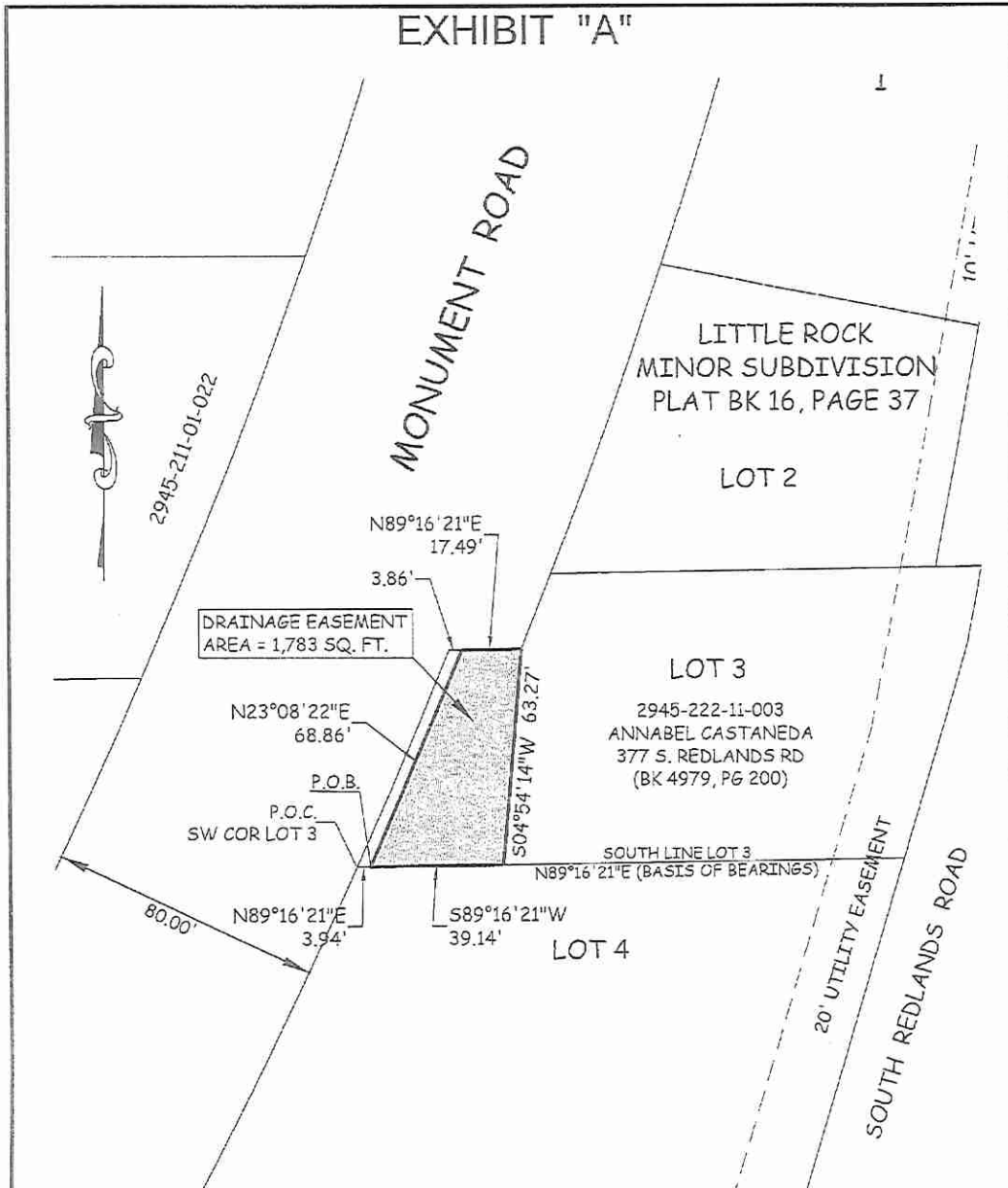
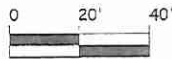


EXHIBIT "A"



ABBREVIATIONS

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T.M.P. TOWNSHIP
- R.G.E. RANGE
- U.M. UTE MERIDIAN

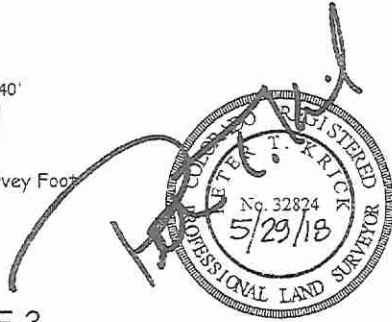


1 inch = 40 ft.

Lineal Units = U.S. Survey Foot

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

SHEET 3 OF 3



NECADD/PETER/KRICK/BRAY ROW

DRAWN BY: P.T.K.
DATE: 01-29-2016
SCALE: 1" = 40'
APPR. BY: J.B.

DRAINAGE EASEMENT
377 S. REDLANDS ROAD
2945-222-11-003

CITY OF
Grand Junction
COLORADO

GRANT OF DRAINAGE EASEMENT

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

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; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement.

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

Executed and delivered this 7th 11th day of December, 2018.

Annabel Castaneda
Annabel Castaneda

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11 day of December, 2018, by Annabel Castaneda.

My commission expires 09/02/2020.

Witness my hand and official seal.

Michelle Cliff
Notary Public

MICHELLE CLIFF
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20164033988
My Commission Expires September 2, 2020

Ratified, consented to subordination of interest, and acknowledged by the following Deed of Trust Beneficiaries:

The undersigned hereby certifies that it is a holder of a security interest upon the above described property and does hereby join in and consent to this grant of drainage easement by the owner thereof and agrees that its security interest which is evidenced by that certain Deed of Trust dated August 26, 2011 and recorded on 09/02/2011, in the office of the Mesa County Clerk and Recorder, Reception No. 2583857, Book 5196 at Page 39, for the benefit of Highlands Residential Mortgage, LTD., and Assigned to Bank of America, N.A. by Assignment of Deed of Trust dated May 22, 2015, recorded June 10, 2015 in the office of the Mesa County Clerk and Recorder, Reception No. 2726889, Book 5735 at Page 504, and Assigned to PennyMac Loan Services, LLC, by Corporation Assignment of Deed of Trust on April 11, 2018, recorded April 11, 2018 in the office of the Mesa County Clerk and Recorder, Reception No. 2836707 shall be and is hereby subordinate to this grant of drainage easement to the City of Grand Junction.

PennyMac Loan Services, LLC ratifies, consents to subordination of interest, and acknowledges the foregoing grant of drainage easement:

PennyMac Loan Services, LLC

By: Sergio Alarcon

Print Name: Sergio Alarcon

Print Title: Assistant Vice President

State of _____)
)ss
County of _____)

The foregoing instrument was ratified, consented to subordination of interest, and acknowledged by _____, as _____ for PennyMac Loan Services, LLC before me this _____ day of _____, 2018.

My commission expires _____.
Witness my hand and official seal.

See Attached
Notary Public

ACKNOWLEDGMENT

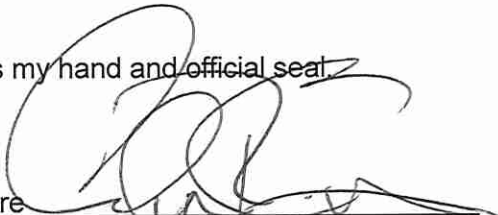
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
COUNTY OF Ventura

On December 7, 2018 before me, Carolyn R. Evans, Notary Public
(insert name and title of the officer)

personally appeared Sergio Alarcon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

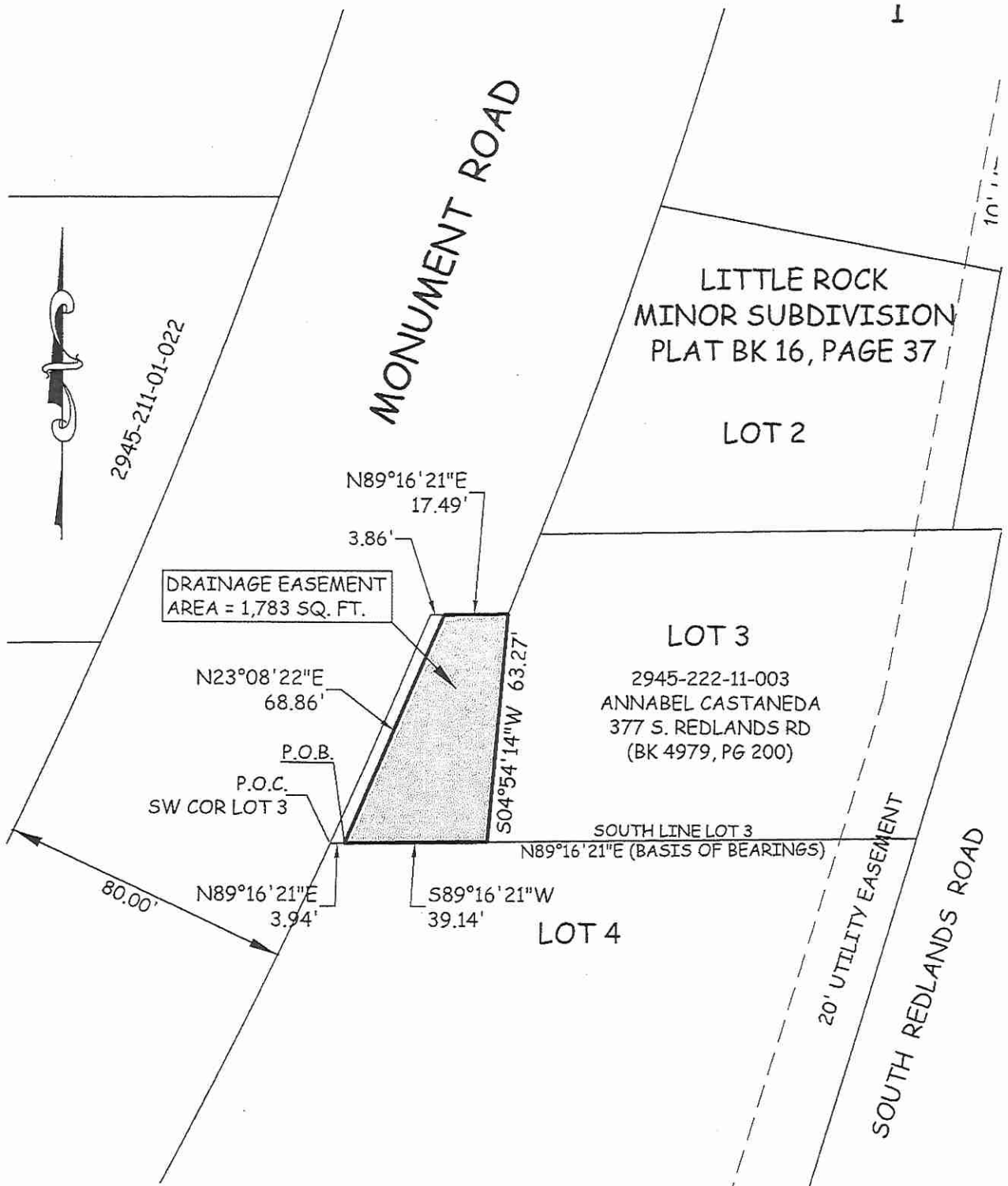
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct,

Witness my hand and official seal.

Signature Carolyn R. Evans, Notary Public



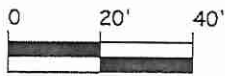
(Seal)

EXHIBIT "A"



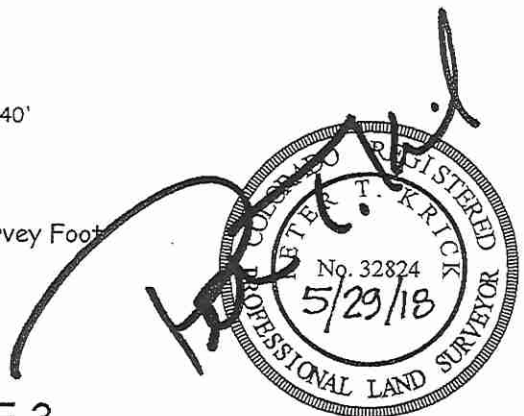
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