

UTILITY EASEMENT

THIS EASEMENT made this 12 day of March, 2024 by and between **Daniel S. Dent and Arlene Dent, Joint Tenants, Grantors**, who are the owners of a parcel of land located at 2858 Reeder Mesa Road, Whitewater Colorado 81527 as recorded at Reception No. 2464568, in the Mesa County Clerk and Recorder's records, Colorado, for and in consideration of Ten and 00/100 Dollars, (\$10.00) the receipt and sufficiency of which is hereby acknowledged grants and conveys to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, Colorado 81501, its successors and assigns forever, a perpetual, nonexclusive easement (the "Easement") legally described as follows:

See **Exhibit "A"**, legally describing, and **Exhibit "B"**, graphically depicting the Easement, attached hereto and incorporated herein by reference.

This Easement shall be on, along, over, under, through and across the above-described property and carry with it the right of ingress and egress to and from for access on and along said Easement, with the right to construct, install, inspect, monitor, maintain, repair, substitute, change the size of, replace, remove, enlarge, and operate one or more water pipelines and all underground and surface appurtenances, collectively "**Facilities.**" By way of example and not by way of limitation, the parties intend to include (i) mains and conduits within the term "**pipeline(s),**" and (ii) valves, vaults, manholes, hydrants, electric or other related control systems, underground cables, wires, connections, ventilators, and the like within the term "**appurtenance(s).**"

The Grantee shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights described in this document. The Grantor shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement.

The consideration is acknowledged by the Grantor as full consideration for the Easement and also for damages to the lands of the Grantor by the initial installation of the Facilities. The Grantor reserves the right to use and occupy the area of the Easement for any purpose which does not interfere with the rights and privileges granted and which will not interfere with or endanger any of the Facilities therein or use thereof.

Without limiting the foregoing, Grantor shall not (a) place any permanent obstructions within the area of the Easement which could hinder, conflict, or interfere with the normal operation, repair and maintenance of the Facilities; (b) construct nor permit to be constructed any buildings or structures; (c) install any retaining walls, overhangs or aerial encroachments, street lights, power poles, yard lights, mail boxes, signs, or trash receptacles; (e) plant any trees shrubs or woody plants, or construct any other improvements in, over, on, or across the area of the Easement without the prior written approval of Grantee. Grantor shall not change the grade which increases or decreases the depth of the Facilities below the surface, remove dirt from the surface of the easement, or impound water over the easement without the prior written approval of Grantee. Fencing within the Easement shall be prohibited, except for barbed, smooth or woven wire fences with metal or wooden posts penetrating no more than 24 inches into the surface.

The Grantee, at all times, shall have the right of ingress and egress by a reasonable route to the Easement and upon the same for the purposes hereof, which shall include surveying, inspection and testing.

The Easement shall carry with it the full right and authority to remove any obstruction, restore the surface grade if disturbed to maintain minimum and maximum cover, and cut, remove, trim or otherwise control all trees and landscaping, brush and other growth on the Easement that in Grantee's sole judgment may interfere with Grantee's use of the Easement or rights under this Deed without further recompense to Grantor.

The Grantee shall construct its Facilities in accordance with proper engineering practice; below the surface of and shall backfill excavations made by it or for it in the Easement area. Grantee shall reasonably restore the surface of the Easement to its original condition, except as permanently modified to accommodate the Facilities and less any trees shrubs or other improvements removed by Grantee to accommodate construction and maintenance of the Facilities.

The Grantor agrees that all Facilities constructed in the Easement shall be constructed and maintained at the Grantee's expense and shall remain the property of the Grantee removable or replaceable at the option of the Grantee. The Grantee shall have a dominant right of occupancy of the Easement for the exercise of the Grantee's functions, and the exercise of any rights in the Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

Other public utilities such as sanitary sewer, storm sewer, gas, electric, and cable lines may be installed in the Easement, with prior consent of Grantee, provided they do not interfere with the Grantee's rights and as long as the utilities are crossing the pipeline(s) at right angles, or at substantially right angles. Any gas, electric, or cable line that crosses the pipeline(s) and is not metallic or concrete shall be encased within steel conduit and/or concrete ducts. Any and all utilities that parallel the Facilities shall not be permitted within 10 feet of the Facilities without prior express and written permission of the Grantee.

The failure of Grantee to enforce any of its rights under this Easement upon any occasion shall not be deemed a waiver of such right(s) on any subsequent occasion. Any waiver, in order to be valid and effective, must be in writing.

This Easement and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Colorado and may be enforced only in the District Court of Mesa County, Colorado. In the event of a dispute involving or relating to any term or condition of this Easement, the non-breaching party may be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual damages.

This Easement, and each and every one of the benefits and burdens, are covenants running with the land and shall inure to the benefit and be binding upon the respective legal representatives, heirs, devisees, executors, administrators, successors and assigns of the Grantors and Grantee, and any subsequent owners of title to any part of the land upon which the Easement is located. The Grantee may transfer and delegate any or all of the rights granted and obligations imposed by this Agreement at Grantee's sole discretion.

The Grantee may transfer and delegate any or all of the rights granted and obligations imposed by this Agreement without any prior consent of or notice to the Grantor.

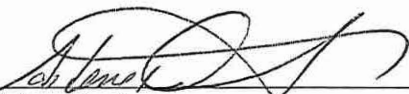
The Grantor warrants that it has the superior legal interest to grant the Easement. Each signer executing this Easement represents and warrants that the execution and delivery of this Easement have been duly authorized by the Grantor for which the individual is signing and that the signer has the legal capacity to execute and deliver this Agreement and thereby bind the Grantors.

To have and to hold the Easement unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantors executed this Grant of Easement effective as of the date set forth above.



Daniel S. Dent




Arlene Dent

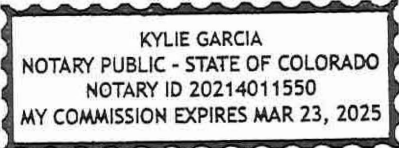
State of Colorado)
)ss
County of Mesa)

The foregoing instrument was acknowledged before me this 12th day of March, 2024 by Daniel S. Dent and Arlene Dent.

Witness my hand and official seal.



Notary Public



2969-173-00-389
UTILITY EASEMENT (UE-112)
Page 1 of 2
EXHIBIT A

LEGAL DESCRIPTION:

A utility easement located within the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 17, Township 2 South, Range 2 East, of the Ute Principal Meridian, Mesa County, State of Colorado, being forty feet (40') in width, lying twenty feet (20') on each side of the following described centerline:

Commencing at the West Sixteenth (W1/16) Corner of Section 17 and 20 (3" Brass Cap on 2" pipe); thence North 00°37'17" West along the East line of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) a distance of 725.08 feet to the point of beginning;

thence, North 31°11'10" West a distance of 202.19 feet;
thence, North 76°04'33" West a distance of 50.33 feet;
thence, South 58°49'30" West a distance of 4.31 feet to a point on the Easterly right-of-way line of Reeder Mesa Road as recorded in Reception 1871535 of the Mesa County Clerk and Recorders Office, from which the Southwest One Sixteenth corner of said section bears North 20°00'36" East a distance of 440.61 feet.

Edge of Right-of-Way is shortened or elongated to begin on the East line and end on the North line of the property described as Parcel 1 of the Barger Simple Land Division (Plat Book 16, Page 296, Reception Number 1871535).

Said centerline is 256.65 feet in length containing 10,284 Square Feet or 0.24 Acres, more or less as described.

The Basis of Bearing is North 0°37'17" West based on the East line of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4).

SURVEYOR'S CERTIFICATE:

I, William H. Dolinar, A Registered Land Surveyor, CO. PLS No. 38070, do hereby certify that the sketch shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief. The field survey was performed between the 3rd day of March and the 28th day of September, 2023.

NOTES:

- Easements shown hereon are based on the property report received from Colorado Title & Closing Services, LLC report number GJPR-0011.23.
- This survey does not constitute a title search by William H. Smith and Assoc. Inc. to determine ownership or easements of record.
- Bearings are based on Grid North of the Mesa County Local Coordinate System in the GVA Zone, locally determined by GNSS observations on MCGVA Control Points.
- Existing Utilities shown are based on surveyed positions from above ground features, OneCall International and City of Grand Junction utility locating personnel. Actual location may vary and additional utilities may be present. Prior to any excavation and construction, personnel shall verify exact location and elevation of all existing utilities in area of work.
- In accordance with Colorado State Law, any legal action based upon any defect in this survey plat must commence within three years after first discovery of such defect. In no event may any action based upon any defect in this survey plat be commenced more than ten (10) years from the date of certification shown hereon.
- Road Right-of-Way shown hereon was established by the current centerline of Reeder Mesa Road and existing monuments per dedication.



2969-173-00-389
E1/2 SW1/4 SW1/4 of Section 17, T2S, R2E,
Ute Principal Meridian
Mesa County, Colorado

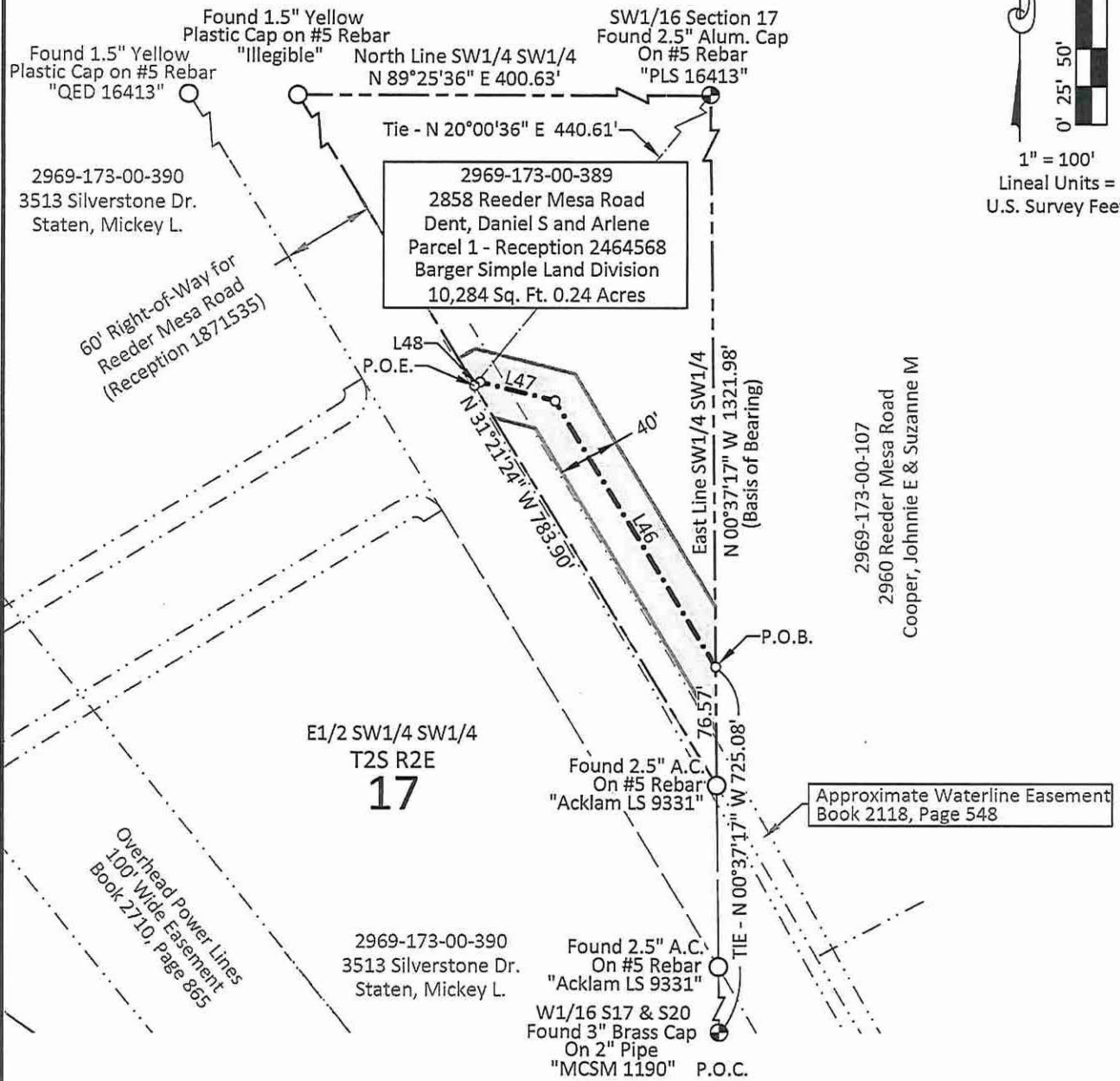
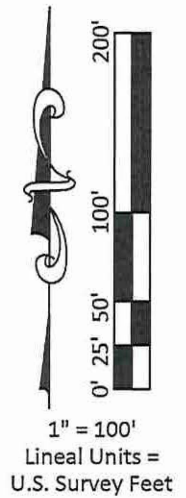


1515 9TH STREET, STE A, ROCK SPRINGS, WY 82901
307.362.6065 | 866.938.3088 | www.whsmithpc.com

Drawn By: JMA	Checked By: RAW
Project No: N/A	Job No: 22047
Scale: N/A	Exhibit "A"
Date: 1/24/2024	Page 1 of 2

REVISIONS:

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UTILITY EASEMENT (UE-112)
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EXHIBIT B



LEGEND

- Found Monument
- Property Corner
- Easement Point Of Intersection
- Proposed Centerline of 40' Utility Easement
- Proposed 40' Utility Easement Edge
- Proposed 40' Utility Easement
- Property Boundary
- Existing Easement

ABBREVIATIONS

- P.O.C. Point Of Commencement
- P.O.B. Point Of Beginning
- P.O.E. Point Of Ending
- Sq. Ft. Square Foot
- ROW Right-of-Way

Line	Bearing	Distance
L46	N 31°11'10" W	202.19'
L47	N 76°04'33" W	50.33'
L48	S 58°49'30" W	4.31'

2969-173-00-389
 E1/2 SW1/4 SW1/4 of Section 17, T2S, R2E,
 Ute Principal Meridian
 Mesa County, Colorado



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 307.362.6065 | 866.938.3088 | www.whsmthpc.com

Drawn By: JMA	Checked By: RAW
Project No: N/A	Job No: 22047
Scale: 1"= 100'	Exhibit "A"
Date: 1/24/2024	Page 2 of 2

REVISIONS:

MIN: 1006037-9000767289-7
MERS Phone: 1-888-679-6377
Loan Number: 2000132493

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 Carrington Mortgage Services, LLC, its successors and assigns, P.O. Box 2026, Flint Michigan 48501-2026 and telephone (888) 679-MERS, of a Deed of Trust executed by Daniel S Dent and Arlene Dent, Joint Tenants, Dated December 2, 2020 and recorded February 3, 2021 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 2964592 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 13 day of August, 2024.

Mortgage Electronic Registration Systems, Inc. as Nominee for Carrington Mortgage Services, Inc., Its Successors and Assigns

By: 

Print Name: Elizabeth A. Ostermann
Assist Secretary of MERS

Title: _____

STATE OF _____

COUNTY OF _____

On _____ 2024 before me appeared _____ to me personally known, who did say that s/he/they is (are) _____ 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).

_____, NOTARY PUBLIC *See Attached* (SEAL)

NOTARY ID: _____