

GRANT OF MULTI-PURPOSE EASEMENT

William D. Holliday & Tena L. Holliday, 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.: 2943-174-01-013

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.

EXHIBIT A

LEGAL DESCRIPTION

2943-174-01-013

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-27

A fourteen foot (14') wide parcel of land being a portion of the tract of land as described in Reception Number 1931661 located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) 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 E 1/4 Corner of said Section 17, and assuming the north line of said NE1/4SE1/4 bears N89°59'22"W with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SE1/4, N89°59'22"W a distance of 295.00 feet; thence S00°01'23"W a distance of 30.00 feet to the northwest corner of entire tract; thence along the north line of said entire tract, S89°59'22"E a distance of 25.00 feet to the northeast corner of Right-of-Way Parcel RW-27 and the Point of Beginning.

Thence continuing along the north line of said entire tract, S89°59'22" E a distance of 107.50 feet to the northeast corner of said entire tract; thence along the east line of said entire tract, S00°01'23"W a distance of 14.00 feet; thence N89°59'22"W a distance of 124.18 feet to a point in the southeasterly line of said Parcel RW-27; thence along the southeasterly line of said Parcel RW-27, N50°00'29"E a distance of 21.78 feet to the Point of Beginning.

Said parcel of land CONTAINING 1,622 square feet or 0.037 acres, more or less, as described.

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



Consent to Easement

Newrez LLC d/b/a Shellpoint Mortgage Servicing, holder of only legal title to the interests granted by Borrower in this Security Instrument to Unifirst Mortgage Corporation, Lender of a Deed of Trust executed by William D. Holliday and Tena L. Holliday, Dated October 21, 2015, and recorded October 27, 2015, with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 2741550 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 Newrez, LLC d/b/a Shellpoint Mortgage Servicing.

Borrower understands and agrees that Newrez, LLC d/b/a Shellpoint Mortgage Servicing, holds only legal title to the interests granted by Borrower in this Security Instrument, 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 of Lender.

It is expressly understood that the release of said parcel from the lien shall not in any way affect the lien of said Deed of Trust/Mortgage upon the remaining land thereby subject to the Deed of Trust/Mortgage.

Signed this 31st day of March, 2025

Newrez LLC d/b/a Shellpoint Mortgage Servicing

By: [Signature]

Print Name: Angie Fay Chapman

Its: Vice President

STATE OF South Carolina

COUNTY OF Greenville

On March 31st 2025, before me appeared Angie Fay Chapman
to me personally known, who did say that s/he/they is (are) Vice President
of Newrez LLC d/b/a Shellpoint Mortgage Servicing, 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]

Jennifer Smith, NOTARY PUBLIC

JENNIFER SMITH
Notary Public, State of South Carolina
My Commission Expires 08/10/2030

(SEAL)

EXHIBIT B

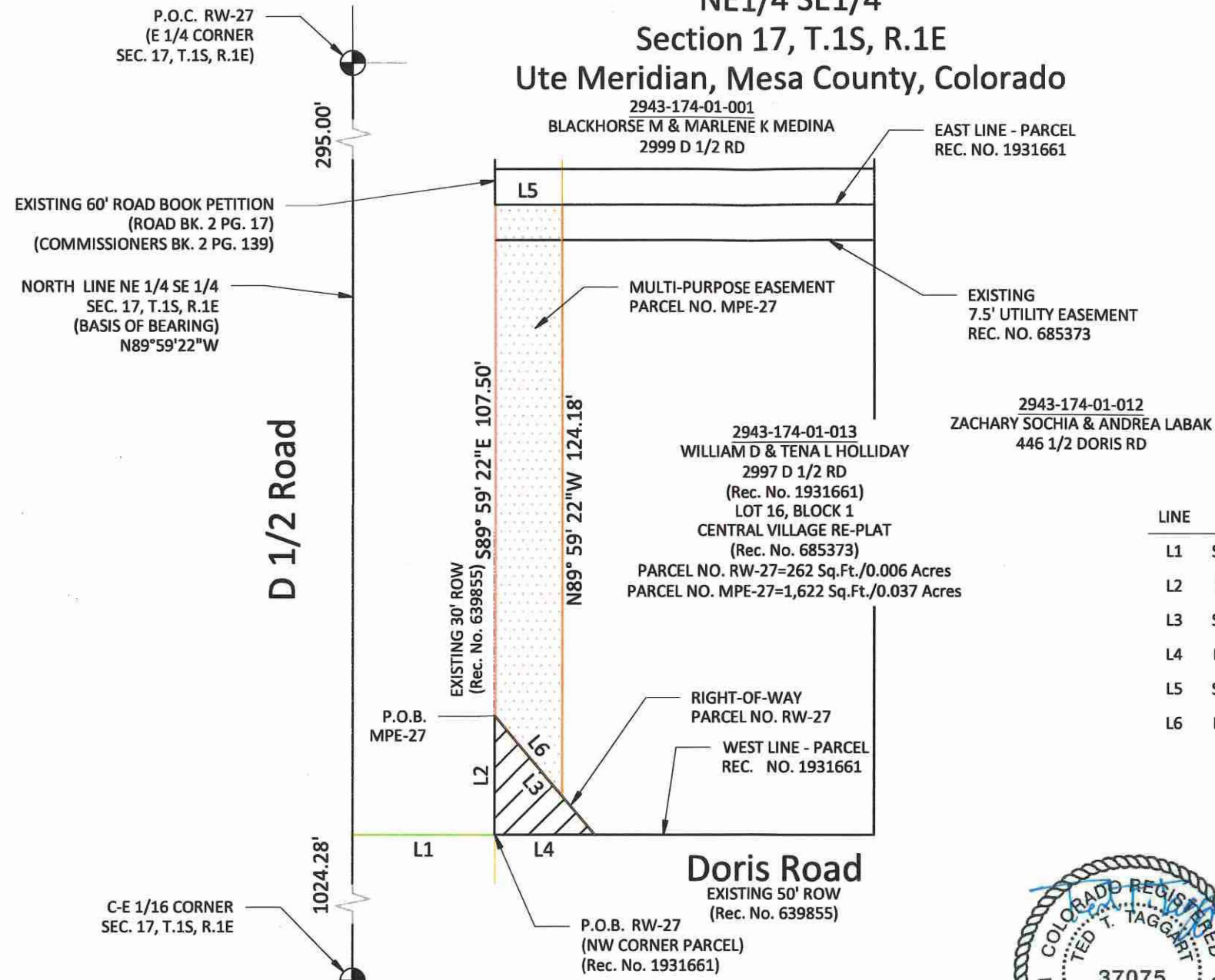
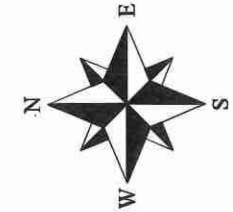
Portion of 2943-174-01-013

Located in a part of the

NE1/4 SE1/4

Section 17, T.1S, R.1E

Ute Meridian, Mesa County, Colorado



Line Table

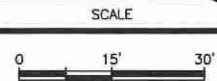
LINE	BEARING	DISTANCE
L1	S00° 01' 23"W	30.00'
L2	S89° 59' 22"E	25.00'
L3	S50° 00' 29"W	32.64'
L4	N00° 01' 23"E	20.98'
L5	S00° 01' 23"W	14.00'
L6	N50° 00' 29"E	21.78'

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: RLA
 DATE: 06-28-24
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 27