

GRANT OF MULTI-PURPOSE EASEMENT

M. Blackhorse Medina & Marlene K. Medina, 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.: 2943-174-01-001

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.

LEGAL DESCRIPTION

2943-174-01-001

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-28

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2378473 located in the Northeast Quarter of the Southeast Quarter (NE1/4 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 E 1/4 corner of said Section 17, and assuming the north line of said NE1/4 SE1/4 bears N.89°59'22"W. with all other bearings contained herein being relative thereto; thence along said north line, N.89°59'22"W. a distance of 54.59 feet; thence S.00°01'23"W. a distance of 30.00 feet to the Northeast Corner of said entire tract being the Point of Beginning;

Thence S.44°58'35"E. along the east line of said entire tract a distance of 19.79 feet; thence N.89°59'22"W. a distance of 121.90 feet to a point in the west line of said entire tract; thence N.00°01'23"E. along said west line, a distance of 14.00 feet to the northwest corner of said entire tract; thence S.89°59'22"E. along the north line of said tract, a distance of 107.91 feet to the Point of Beginning.

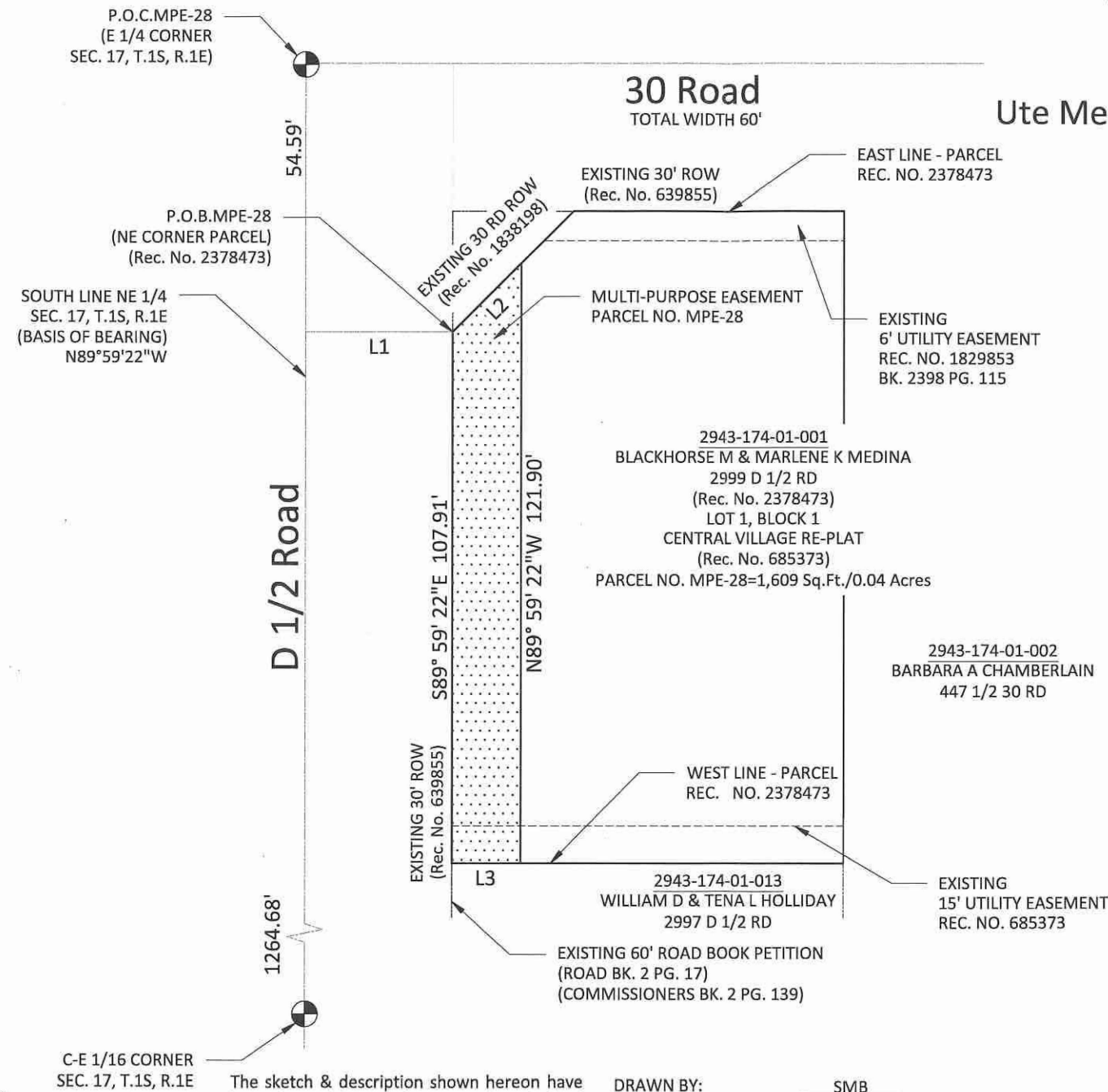
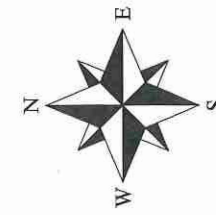
Said Parcel of Land CONTAINING 1,609 Square Feet or 0.04 Acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

Portion of 2943-174-01-001
 Located in a part of the
 NE1/4 SE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado



Line Table

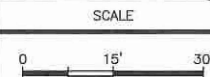
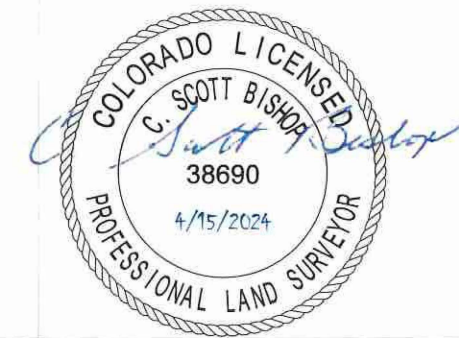
LINE	BEARING	DISTANCE
L1	S00° 01' 23"W	30.00'
L2	S44° 58' 35"E	19.79'
L3	N00° 01' 23"E	14.00'

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: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'



ENGINEERING & TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 28

Consent to Easement

Newrez LLC d/b/a Shellpoint Mortgage Servicing its successors and assigns, at the address of 75 Beattie Place, Suite 600, Greenville, SC 29601, ("Lender") of a Deed of Trust executed by M. Blackhorse Medina and Marlene K. Medina, joint tenants dated April 20, 2016, and recorded April 25, 2016, with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 2757917 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 its successors and assigns, holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, Newrez LLC d/b/a Shellpoint Mortgage Servicing its 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.

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 13th day of November, 2025

Newrez LLC d/b/a Shellpoint Mortgage Servicing its successors and assigns

By: 


Print Name: Janalynne Hedden

Its: Vice President

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

On November 13, 2025 before me appeared Janalynne Hedden to me personally known, who did say that s/he/they is (are) Vice President of Newrez LLC d/b/a Shellpoint Mortgage Servicing 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).



Jennifer Smith, NOTARY PUBLIC

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

(SEAL)