

RELEASE OF EASEMENT DEED AND AGREEMENT & GRANT OF SANITARY SEWER EASEMENT TO THE CITY OF GRAND JUNCTION

This Release of Easement Deed and Agreement & Grant of Sanitary Sewer Easement to the City of Grand Junction ("Agreement") is made and entered into this 16th day of June, 2021, by and between CO-GJC, LLC (hereinafter "CO-GJC"), whose address is 1875 Deer Park Circle South, Grand Junction, Colorado 81507, and South Twenty, LLC (hereinafter "South Twenty"), a Colorado limited liability company whose address is 2306 H Road, Grand Junction, Colorado 81505.

RECITALS

WHEREAS, CO-GJC is the owner of the following described property in Mesa County, Colorado:

Parcel 1 of Woomer Simple Subdivision (hereinafter "the Carville Property" or "Carville Property").

WHEREAS, South Twenty is the owner of the following described property in Mesa County, Colorado:

Parcel 1 Muller Simple Land Division (hereinafter "the South Twenty Property" or "South Twenty Property").

WHEREAS, CO-GJC's predecessor-in-interest, Woomer Family L.L.C., and South Twenty's predecessors-in-interest, Jack D. Muller and Janice G. Muller, entered into an Easement Deed and Agreement that was made effective November 11, 1999 ("1999 Easement"), and this 1999 Easement was recorded with the Mesa County Clerk & Recorder's Office at Book 2664, Page 43 at Reception Number 1932714. This 1999 Easement provided an easement for ingress and egress for the construction of a sewer pipeline. A copy of this 1999 Easement is attached hereto as Exhibit "A."

WHEREAS, CO-GJC and South Twenty desire to enter into this Agreement in order to release the 1999 Easement and provide the City of Grand Junction, for the use and benefit of the Persigo 201 Sewer System, an easement for the installation, operation, maintenance, repair, and replacement of sanitary sewer facilities.

NOW THEREFORE, for and in consideration of the sum of Two Thousand Eight Hundred and 00/100ths Dollars (\$2,800.00), which was previously paid by South Twenty, and for and in consideration of the easement that is being granted herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CO-GJC and South Twenty hereby agree as follows:

AGREEMENT

1. South Twenty hereby agrees to vacate and abandon the 1999 Easement that was for ingress and egress for the construction of a sewer pipeline.

2. Due to South Twenty vacating and abandoning the 1999 Easement, CO-GJC now hereby grants and conveys to the City of Grand Junction, a Colorado Home Rule Municipality, and its successors and assigns, for the use and benefit of the Persigo 201 Sewer System, a Perpetual Easement (hereinafter "Perpetual Easement") for the installation, operation, maintenance, repair, and replacement of sanitary sewer facilities, on, along, over, through, and across the west twenty feet (20') of Lot 1 Elder, Quinn, & McGill, Inc., Planned Commercial Park, Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado, or which is also known as the west twenty feet (20') of Parcel 1 of Woomer Simple Subdivision, together with the right to enter upon said Perpetual Easement with workers and equipment, to survey, maintain, operate, repair, replace, control, and use said Perpetual Easement, as well as 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. Said Perpetual Easement contains 7856.60 Square Feet, more or less, as described herein and depicted on Exhibit "B," which is attached hereto and incorporated herein by reference.

3. The interest conveyed herein is an easement for the purposes and uses and upon the terms stated herein. CO-GJC reserves the right to use and occupy the real property burdened by this Perpetual 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. CO-GJC agrees that it will not install on the Perpetual Easement, or permit the installation on the Perpetual Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree, or other landscaping, other than the usual and customary grasses and other ground cover. However, CO-GJC and/or any present or future Tenant will be permitted to place upon the Perpetual Easement any customary grass, gravel, dirt, or any other portable or moveable equipment, storage racks, or trailers so long as they do not substantially interfere with the full use and enjoyment of the rights granted herein. In the event such obstacles are installed in the Perpetual Easement, the City of Grand Junction has the right to require that such obstacles be removed from the Perpetual Easement when the City of Grand Junction is repairing, inspecting, and/or maintaining the sewer. If such obstacles are not removed by CO-GJC or its successors and/or assigns, then the City of Grand Junction may remove them without any liability or obligation for repair and replacement thereof and all costs of removal shall be paid by CO-GJC or their successors and/or their assigns. If the City of Grand Junction chooses not to remove the obstacles, the City of Grand Junction will not be liable for any damage to the obstacles or any other property to which they are attached. It is further agreed that the existing concrete pad within the Perpetual Easement will not be disturbed or damaged and that immediately after the installation of the proposed sewer line, the entire Perpetual Easement will be resurfaced and compacted by South Twenty as it was prior to the installation of the sewer line and with the same material as currently exists in the Perpetual Easement.

4. There is a fence in the area of the easement on the CO-GJC Property. If it is locked in any manner, then it is CO-GJC's responsibility to ensure that the City of Grand Junction has reasonable means to access the easement, including a key or the like at all times. Any damage or loss caused due to the City of Grand Junction's inability to access the easement because the fenced area is locked and the appropriate means has not been provided to the City of Grand Junction to access the easement area, then any loss or damage will be the liability and obligation of CO-GJC and its respective heirs or successors.

5. The Perpetual Easement shall be for the use and benefit of the City of Grand Junction, its members, employees, agents, contractors, or any of its successors in title or interest, and the public for the purposes of a sanitary sewer and related facilities.

6. CO-GJC also hereby covenant that they have good title to the herein described Carville Property; that they have good and lawful right to grant this Perpetual Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

7. This Perpetual Easement shall run with the land and shall be binding on and shall inure to the benefit of the Parties to this Agreement and the City of Grand Junction, as well as all of their respective heirs, successors, or assigns.

Executed and delivered this 11th day of June, 2021.

CO-GJC:

Royce J. Carville
Royce J. Carville, Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 11th day of June, 2021, by Royce J. Carville, the Managing Member of CO-GJC, LLC.

My commission expires November 6, 2023.

Witness my hand and official seal.

Shaylynn Berkley
Notary Public

SHAYLYNN DAWN BERKLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194042176
MY COMMISSION EXPIRES NOVEMBER 6, 2023

SOUTH TWENTY, LLC

Amanda Rush

Amanda Rush, Managing Member

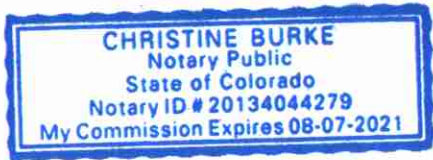
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 10 day of June, 2021, by Amanda Rush, Managing Member of South Twenty, LLC.

My commission expires 8/7/2021.

Witness my hand and official seal.

Christine Burke
Notary Public



1932714 12/20/99 0350PM
MONIKA TODD CLK&REC MESA COUNTY CO
REF FEE \$25.00
DOCUMENTARY FEE \$EXEMPT

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INSTRUMENT

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of November 11, 1999, by and between Woomer Family L.L.C., hereinafter referred to as "Grantor," and JACK D. MULLER and JANICE G. MULLER, as joint tenants with right of survivorship, 2327 H Road, Grand Junction, CO 81505, hereinafter referred to as "Grantee."

The parties agree as follows:

SECTION ONE
CONVEYANCE OF EASEMENT

Grantor, for and in consideration of One Thousand Dollars (\$1,000.00), and other good and valuable consideration, hereby grants and conveys to Grantee an easement subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor as described on Exhibit A.

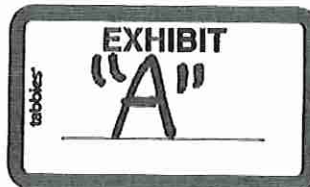
SECTION TWO
DESCRIPTION OF EASEMENT

An easement over and across the property of Grantor for the benefit of Grantee's property (the Dominant Estate) described as follows:

A tract of land located in a part of the NE 1/4 NW 1/4 of Section 32, Township I North, Range I West, Ute Meridian, being more particularly described as follows:

Commencing at the Northwest Comer of said Section 32; thence North 89'58'00" East along the North line of the NW 1/4 of said Section 32, a distance of 1,320.12 feet to the Northeast Comer of the NW 1/4 NW 1/4 of said Section 32 and the True Point of Beginning; thence continuing North 89'58'00" East along said North line of the NW 1/4 of Section 32 a distance of 823.15 feet; thence South 00'20'32" East along the East line of the West 25 acres of the NE 1/4 NW 1/4 of said Section 32 a distance of 1,320.60 feet to a point on the North line of the SV2NW1/4 of said Section 32; thence South 89'57'15" West along said North line of the S 1/2 NW 1/4 of Section 32; a distance of 826.18 feet to the Northeast Comer of the SW 1/4 NW 1/4 of said Section 32; thence North 00'12'40" West along the East line of the W 1/2 of the NW 1/4 of said Section 32 a distance of 1,320.76 feet to the True Point of Beginning.

Mesa County, Colorado.



for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of ingress and egress for constructing a single sewer pipeline. Grantee shall have the right to access sewer utilities located in the easement subject to the rules, regulations and fees of the sewer provider. The use of the easement will be limited to an underground sanitary sewer transmission line. No above ground facilities will be installed on the easement.

SECTION THREE CONDITIONS

(a) Grantee shall not fence the easement, and agrees and understands that Grantor has no responsibility for the repair and maintenance of the sewer located in the easement;

(B) Grantee shall, to Grantor's satisfaction, promptly repair any damage it shall do to Grantor's real property or improvements thereon; shall maintain any sewer line located in the easement in a reasonable manner, and shall, to Grantor's satisfaction, restore the easement to its original condition after installation of the sewer line;

(c) Grantee shall assume any and all liability for personal injury to Grantee, its employees, agents and invitees or any third persons, as a result of, or arising out of construction, maintenance repair or replacement of the sewer pipeline, or relating in any manner to the use of the easement. Further, Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment;

(d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument;

(e) Upon completion of the initial construction, Grantee shall provide Grantor with an "as built" drawing of the installed pipeline showing that the sewer easement was constructed within the sewer easement granted herein.

**SECTION FOUR
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

**SECTION FIVE
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

**SECTION SIX
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide sewer for the property of Grantee subject to the maintenance obligations of Grantee.

**SECTION SEVEN
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**SECTION EIGHT
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

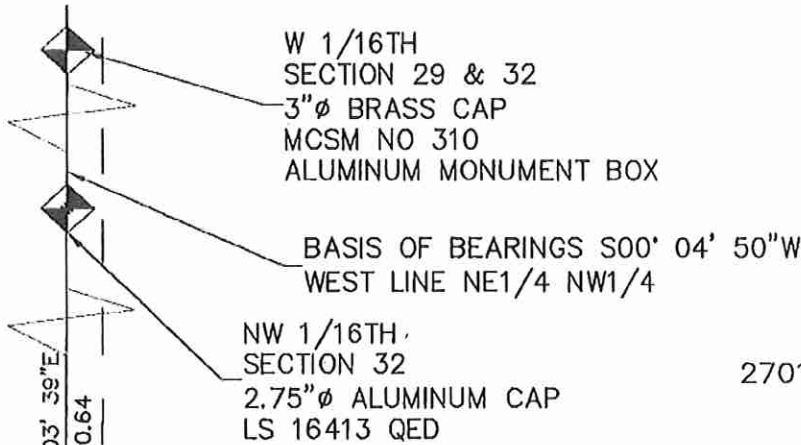
IN WITNESS WHEREOF, each party to the Agreement has caused it to be executed as of the date and year first above written.

EXHIBIT A

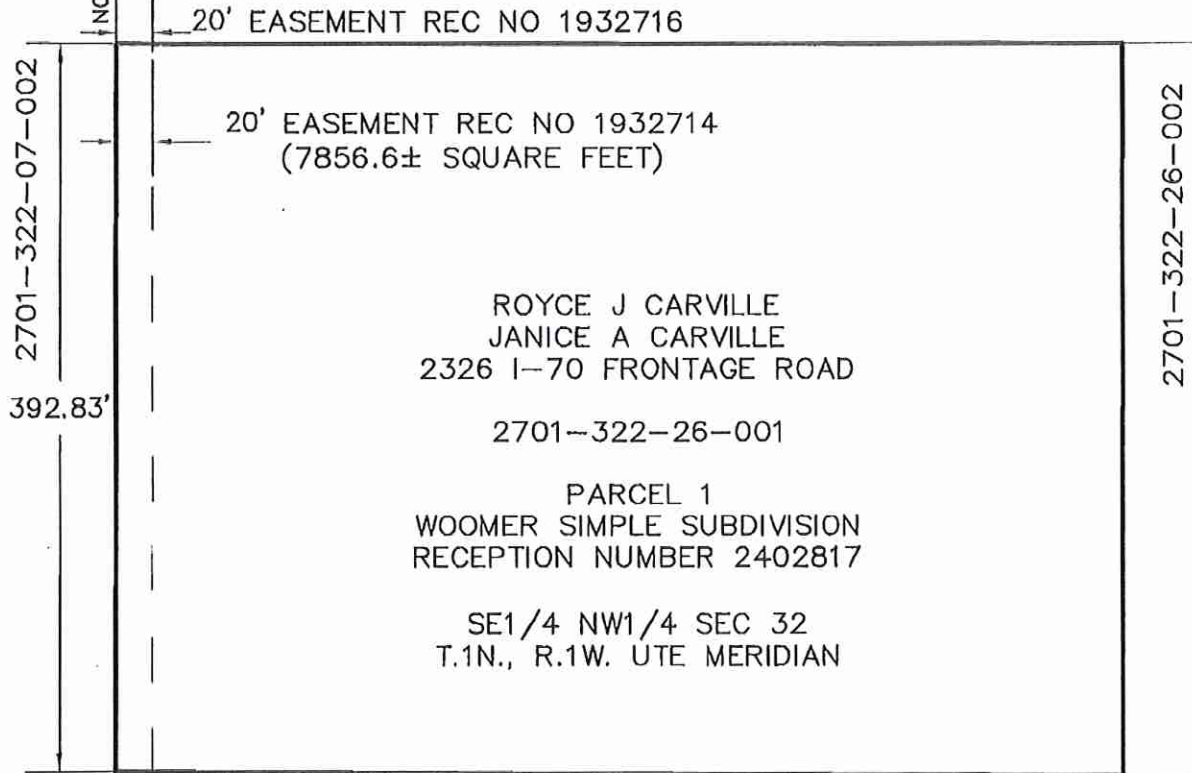
Legal Description of Easement Boundaries

The west 20 feet of Lot 1, Elder, Quinn, and McGill Inc., Planned Commercial Park, Sec. 32,
T 1N, R 1W.

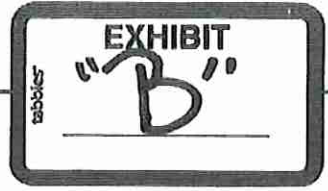
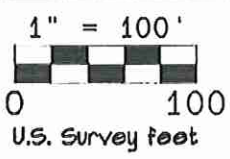
EASEMENT EXHIBIT



2701-322-19-003



I-70 FRONTAGE ROAD THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY. CERTAIN DIMENSIONS ARE INCLUDED ON THIS EXHIBIT AS REQUIRED BY THE CITY OF GRAND JUNCTION AS CONDITIONS FOR APPROVAL OF THIS DOCUMENT AND WERE NOT ACTUALLY SURVEYED.



RIVER CITY
CONSULTANTS

744 Horizon Court, Suite 110
Grand Junction, CO 81508
Phone: 970.241.4722
Fax: 970.241.8811
www.rcwest.com

Drawn: AKT | Checked: TPJ | 2/4/20 | Job No. 1819-001

5/19/2025 5:41 PM South Theory LLC - Handy Reel/2001 South Theory/Curvey/UNICOM/001 SILVER SPUR cover easement 3.dwg