

RECEPTION#: 2986276
6/17/2021 12:41:12 PM, 1 of 5
Recording: , Doc Fee Exempt
Tina Peters, Mesa County, CO.
CLERK AND RECORDER

RECEPTION#: 2953642
11/20/2020 4:36:23 PM, 1 of 4
Recording: \$28.00,
Tina Peters, Mesa County, CO.
CLERK AND RECORDER

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 29TH day of September, 2020, by and between ESM Holdings, LLC (hereinafter "ESM"), whose address is 16704 East 32nd, Avenue, Aurora, Colorado 80011, and South Twenty, LLC (hereinafter "South Twenty"), a Colorado limited liability company whose address is 2306 H Road, Grand Junction, Colorado 81505.

RECITALS

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

Lot 3 of Hanson Subdivision (hereinafter "the ESM Property" or "ESM 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, ESM's predecessors-in-interest, W.L. Webb and Leslie Webb, 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 September 27, 1999 ("1999 Easement"), and this 1999 Easement was recorded with the Mesa County Clerk & Recorder's Office at Book 2664, Page 52 at Reception Number 1932716. This 1999 Easement provided an easement for ingress, egress, and installation of a sewer system.

WHEREAS, ESM 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 Ten and 00/100ths Dollars (\$10.00), payable to ESM, 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, ESM and South Twenty hereby agree as follows:

AGREEMENT

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

Re-Recorded to add Exhibit "A"

2. ESM now hereby grants 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," such term referring to the easement interest itself or to the property subject to the Perpetual Easement, as the context may require) for the installation, operation, maintenance, repair, and replacement of sanitary sewer facilities, on, along, over, through, and across the west twenty feet (20') of the N1/2 SE1/4 NW1/4 in Section 32, Township 1 North, Range 1 West, Ute Meridian, Mesa County, Colorado, except for the North 215 feet (215') thereof, 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 8912.90 Square Feet, more or less, as described herein and depicted on Exhibit "A," 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. ESM 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. ESM 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. 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. If such obstacles are not removed by ESM or their 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 ESM 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.

4. The City of Grand Junction shall not fence the Perpetual Easement, and agrees and understands that ESM has no responsibility for the repair and maintenance of the sewer located in the Perpetual Easement; the City of Grand Junction shall at the City of Grand Junction's sole cost and expense, reasonably repair and restore those portions of the ESM Property affected or damaged by the City of Grand Junction's repair and maintenance activities and to return the affected areas to a condition reasonably approximate to that which existed prior to any activity by the City of Grand Junction except for those items installed in the easement area without the City of Grand Junction's consent as described above. The City of Grand Junction will maintain any sewer line located in the Perpetual Easement in a reasonable manner; South Twenty shall restore the Perpetual Easement to its original condition after the installation of the sewer line. ESM reserves the right to use the Perpetual Easement for purposes that will not unreasonably interfere with the City of Grand Junction's full enjoyment of the rights granted by this instrument.

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. ESM also hereby covenants that it has good title to the herein described ESM Property; that it has good and lawful right to grant this Perpetual Easement; that it will warrant and forever defend the title and quiet possession thereof, subject to the easements, servitudes, covenants, liens, and encumbrances of record as of the effective date of this Agreement, against the lawful claims and demands of all persons claiming under ESM.

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 29th day of September, 2020.

ESM HOLDINGS, LLC:

E. Scott McCandless
E. Scott McCandless, Managing Member

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 29th day of September, 2020, by E. Scott McCandless Managing Member of ESM Holdings, LLC

My commission expires 5.30.2023.

Witness my hand and official seal.

[Signature]
Notary Public



SOUTH TWENTY, LLC

Amanda Rush
Amanda Rush, Managing Member

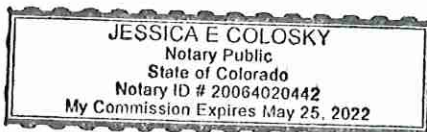
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 17th day of November ~~September~~, 2020, by Amanda Rush, Managing Member of South Twenty, LLC.

My commission expires 5-25-2022.

Witness my hand and official seal.

Jessica E. Colosky
Notary Public



RATIFICATION OF AGREEMENT

Ratified, acknowledged, and consented to subordination of interest by the following Lien Subordination Agreement Beneficiaries:

The undersigned hereby certifies that it is a holder of a security interest upon the ESM Property and does hereby join in and consent to this grant of sanitary sewer easement by ESM and agrees that its security interest, which is evidenced by that Lien Subordination Agreement, dated November 1, 2014, and recorded on 11/03/2014, in the office of the Mesa County Clerk and Recorder, Reception Number 2706052, shall be and is hereby subordinate to this grant of sanitary sewer easement to the City of Grand Junction.

Vectra Bank Colorado, National Association

By: [Signature]
Print Name: Jim Friedberg
Print Title: SVP

State of Colorado)
)ss.
County of Denver)

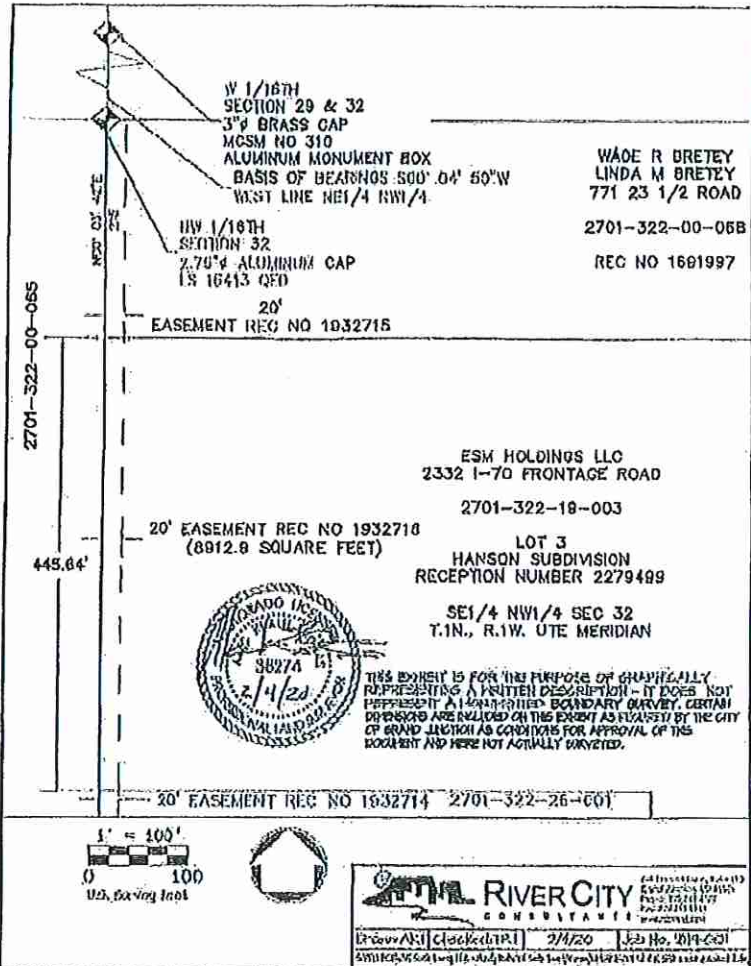
The foregoing instrument was acknowledged before me this 29 day of September, 2020, by Jim Friedberg as SVP for Vectra Bank Colorado, National Association

My commission expires 8/30/2021.

Witness my hand and official seal.

[Signature]
Notary Public

KATHRYN KOZERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174036508
MY COMMISSION EXPIRES AUGUST 30, 2021



W 1/16TH
SECTION 29 & 32
3" BRASS CAP
MCSM NO 310
ALUMINUM MONUMENT BOX
BASIS OF BEARINGS S00° 04' 50"W
WEST LINE NE1/4 NW1/4

WADE R BRETEY
LINDA M BRETEY
771 23 1/2 ROAD
2701-322-00-065
REC NO 1661997

NW 1/16TH
SECTION 32
2.70" ALUMINUM CAP
LS 16413 QED

20'
EASEMENT REC NO 1932715

ESM HOLDINGS LLC
2332 I-70 FRONTAGE ROAD
2701-322-18-003

20' EASEMENT REC NO 1932714
(8912.8 SQUARE FEET)

LOT 3
HANSON SUBDIVISION
RECEPTION NUMBER 2279499

SE1/4 NW1/4 SEC 32
T.1N., R.1W. UTE MERIDIAN



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A LEGALLY BOUNDARY SURVEY. CERTAIN DISCREPANCIES ARE INDICATED ON THIS EXHIBIT AS REQUESTED BY THE CITY OF GRAND JUNCTION AS CONDITIONS FOR APPROVAL OF THIS DOCUMENT AND WERE NOT ACTUALLY SURVEYED.

1" = 100'
0 100
025, 60 x 90 feet



RIVER CITY
CONSULTANTS

Ed Heston, S.A.S. (13)
Kurt Zieser, S.A.S. (13)
Paul J. Heston, S.A.S. (13)
Paul J. Heston, S.A.S. (13)
www.rivercity.com

Drawn By: [checked] [initials] 2/1/20 Job No. 2019-001
Checked By: [checked] [initials] 2/1/20 Job No. 2019-001

