

GRANT OF SANITARY SEWER EASEMENT AND AGREEMENT

This Agreement ("Agreement") is entered into between **Love's Travel Stops & Country Stores, Inc., Grantor**, whose mailing address is P.O. Box 26210, Oklahoma City, Oklahoma, 73126, and who is the owner of the following described real property in Mesa County, Colorado, as demonstrated in Book 5411, Page 470, Public Records of Mesa County, Colorado:

Lot 1 of HallCo Subdivision, as same is recorded in Book 5408; Page 406, Public Records of Mesa County, Colorado (the "Property"),

and the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 North 5th Street, Grand Junction, Colorado 81501.

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Grantor has granted and conveyed, and by these presents does hereby grant and convey to Grantee, for the use and benefit of the City and its operation of the Persigo 201 Sewer System, a non-exclusive, perpetual "Easement" for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, on, along, over, under, through and across the following described portion of the Property, to wit (the "Easement Parcel"):

A strip of land situate in Lot 1, HallCo Subdivision and located in the SE 114 NE 114, Section 36, Township 1 North, Range 2 West of the Ute Meridian as recorded in Book 5408 at Page 406-407, City of Grand Junction, Mesa County, Colorado, being described as follows:

Commencing at the W 1/4 corner of said Section 36, being on the south line of said Lot 1, the basis of bearing being S89°58'36"E along said south line;
thence N89°54'17"W a distance of 21.06 feet along said south line to the point of beginning;
thence N89°54'17"W a distance of 20.00 feet along said south line;
thence N00°46'44"E a distance of 71.20 feet;
thence N89°58'44"E a distance of 375.17 feet to the east line of said lot 1;
thence S00°02'00"W a distance of 20.00 feet along said east line;
thence S89°58'44"W a distance of 355.43 feet;
thence S00°46'44"W a distance of 91.19 feet to the point of beginning.

This description was written by:
Michael W. Drissel PLS
118 Ouray Ave.
Grand Junction, CO. 81501

Said Easement Parcel contains 8,930 Square Feet or 0.205 Acres, more or less, as described herein and depicted on "**Exhibit A**" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said Easement Parcel with workers and equipment, at Grantor's sole risk, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects materially 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.

1. 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 Property burdened by this Easement for any lawful purpose which is not materially inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement Parcel.

2. The Easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors or any of its successors in title or interest, and the public for sanitary sewer facilities and stormwater conveyance purposes.
3. Grantor hereby covenants with Grantee it has good title to the herein described Easement Parcel; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever claiming by, through or under Grantor, but not otherwise. In any event, the grant of the Easement and rights hereunder is made expressly subject to all liens and encumbrances filed of record in the real property records of Mesa County, and those items which a current survey of the Easement Parcel would reveal.
4. Grantors, their successors and assigns, shall not interfere with the surface use of the Easement Parcel granted to Grantee hereunder.
5. Following any exercise of rights by Grantee hereunder, Grantee shall, at its expense, promptly repair any damage caused to the Property and to any improvements, fixtures and/or personal property located thereon or therein; provided that, Grantee shall have no obligation to repair any damage to improvements, fixtures or personal property located on or about the Easement Parcel.

EXECUTED AND DELIVERED by the parties as of the date first above written.

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

By: [Signature]
 Doug Stussi, EVP and CFO

State of OKLAHOMA)
)ss.
 County of OKLAHOMA)

The foregoing instrument was acknowledged before me this 10th day of June, 2013, by Doug Stussi, EVP and CFO of Love's Travel Stops & Country Stores, Inc.

My commission expires 04/24/16

Witness my hand and official seal.

[Signature]
 Notary Public

CITY OF GRAND JUNCTION)ss.

By: [Signature]
 Greg Trainor, Director of Public Works and Planning

State of COLORADO)
)ss
 County of MESA)

The foregoing instrument was acknowledged before me this 25 day of June, 2013, by Greg Trainor, Director of Public Works and Planning, City of Grand Junction.

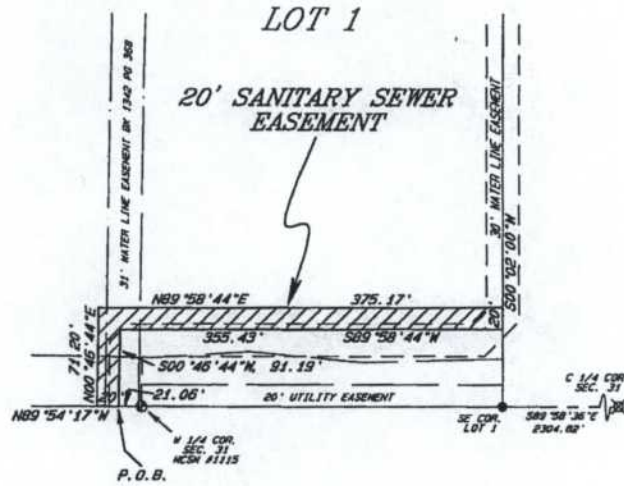
My commission expires 04/07/2014

Witness my hand and official seal.

[Signature]
 Notary Public



EXHIBIT "A"



SCALE 1" = 100'
P.O.B. = POINT OF BEGINNING
— EXISTING EASEMENT

D H SURVEYS, INC.
970-245-8749
JOB #1303-12-01