

1 Grant of Access Easement and Agreement

2 Grantor: VIA REAL ESTATE, LLC, a Wyoming limited liability company  
3 2830 Patterson Road  
4 Grand Junction, CO 81501  
5

6 Grantee: Grand Junction Public Finance Corporation, the City of Grand Junction and Assignees/Deleagees  
7 250 N. 5<sup>th</sup> Street  
8 Grand Junction, CO 81501  
9

10 After recording return to:  
11 City of Grand Junction c/o City Attorney  
12 250 N. 5<sup>th</sup> Street  
13 Grand Junction, CO 81501  
14  
15

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16 This Grant of Access Easement Agreement ("Easement") is entered into as of February 13<sup>th</sup>, 2024, by and between VIA  
17 Real Estate, LLC, a Wyoming limited liability company ("Grantor"), and Grand Junction Public Finance Corporation  
18 ("GJPFC"), the City of Grand Junction ("City") and Assignees/Deleagees ("Public") of either or both the GJPFC and the  
19 City. Collectively the GJPFC, the City and the Public may be referred to as the "Grantees", in connection with property  
20 known and described as Champion Xpress Car Wash – 2830 Patterson Road ("Project"), pursuant to the site plan therefor  
21 known as file # SUB-2023-469 in the records of the City.

22 Recitals

23 A. Grantor is the owner of certain real property located in Grand Junction, Colorado, as more specifically described in  
24 Exhibit A attached hereto ("Property"). The Property has been approved for the development of a car wash together  
25 with certain improvements thereon, which will be referred to herein as the Project.

26 B. In order to provide safe and lawful access to the Project, the Grantor has need of closing an access to real estate  
27 owned by the GJPFC, and in order for the Grantees to be provided access to the GJPFC Property ("Matchett Property"  
28 or "Matchett Park") the Grantor does hereby declare, grant and convey to the Grantees certain easements to and for  
29 accessing the Matchett Property ("Access Easements") as depicted and described on Exhibit B attached hereto.

30 C. In addition to the conveyance of the Access Easements the Grantor shall construct, operate, maintain, repair, and  
31 replace the surface and subsurface of the Access Easement to a standard that ensures safe, convenient, and effective  
32 ingress and egress to and from the Matchett Property for the use of the Grantees.

33 D. The Grantor's obligation(s) to construct, operate, maintain, repair, and replace the surface and subsurface of the  
34 Access Easement to a standard that ensures safe, convenient, and effective ingress and egress to and from the  
35 Matchett Property for the use of the Grantees shall include paint markings, signage and physical improvements, as  
36 necessary or required by the City and/or the GJPFC so that vehicular and non-vehicular travel on, across or over the  
37 Access Easement is safe, conspicuous, and reliable on a 24 hour, 7 day per week basis.

38 D. Furthermore, the Grantor is obligated and shall construct prior to the issuance of a certificate of occupancy for the  
39 Project, sidewalk and other necessary or required improvements to close the access to the Matchett Property ("Sidewalk  
40 Construction") at the location depicted and described on Exhibit C attached hereto. The Grantor shall construct or  
41 cause the Sidewalk Construction to be made, constructed, and installed so that the Sidewalk Construction ensures the  
42 Grantees safe, convenient, and effective pedestrian use of the sidewalk abutting Patterson Road and adjacent to the  
43 Project and the Matchett Property. The Sidewalk Construction shall include paint markings, signage, and physical  
44 improvements, as necessary or required by the City and/or the GJPFC so that pedestrian travel on, across or over the  
45 Access Easement is safe, conspicuous, and reliable on a 24-hour, 7 day per week basis.

46 NOW, THEREFORE, for good and valuable consideration of \$100.00 dollars, the receipt and sufficiency of which is hereby  
47 acknowledged, Grantor hereby conveys, grants and declares easements, together with the construction and  
48 maintenance obligations as additional consideration as set forth in the Recitals and below, all as provided herein:

49 1. There is hereby granted and shall be a perpetual, appurtenant, and nonexclusive ingress, and egress access  
50 easement on, over, across, under, and through those areas shown and depicted on Exhibit B ("Access  
51 Easements") declared, granted, and conveyed to the Grantees. Grantor reserves the right to use the Access  
52 Easement for any purpose which does not unreasonably interfere with the easements granted by this

- 53 agreement, including but not limited to, the right to travel across the Access Easement for purposes necessary  
54 for the Project.
- 55 2. The Access Easement and all improvements together with the maintenance therefore after construction shall  
56 be at the sole and continuing cost and expense of the Grantor. The Grantor as an express condition of this  
57 agreement shall construct, install, operate, maintain, repair, and replace any surfacing, paint, sign(s),  
58 marking(s) and any other improvement necessary or required by the City and/or the GJPFC so that vehicular  
59 and non-vehicular travel on, across or over the Access Easement is safe, conspicuous, and reliable on a 24-  
60 hour, 7 day per week basis. kind, together with the right of ingress and egress in connection therewith, for the  
61 benefit of the Grantees.
- 62
- 63 3. This Agreement and the obligations contained herein shall run with the land and become a condition of the  
64 Site Plan approval. Failure to maintain the Access Easement as required by this Agreement and/or other  
65 applicable law, rules or regulations of the City may result in revocation of any permit for/approval of the Project  
66 granted by the City.
- 67
- 68 4. This Agreement shall be binding on and shall inure to the perpetual benefit of the Grantees, unless and until the  
69 Access Easement is released, if at all by the GJPFC and/or the City.
- 70
- 71 5. Grantor warrants the title to the Access Easements conveyed by this document, subject to statutory exceptions  
72 pursuant to C.R.S. §38-30-113.
- 73
- 74 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- 75
- 76 7. This Agreement shall be recorded with the Clerk and Recorder of Mesa County, Colorado.

77

78 Dated this 13th day of February, 2024.

79 GRANTOR:

80 VIA REAL ESTATE, LLC, a Wyoming limited liability company

81

82 By: 

83 Derrick Merchant, Manager

84

85 STATE OF TEXAS )

86 COUNTY OF LUBBOCK )

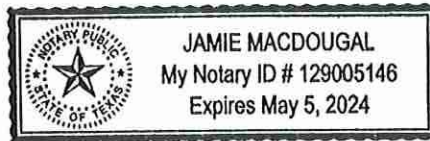
87 The foregoing instrument was acknowledged before me this 13th day of February, 2024, by Derrick Merchant, Manager,  
88 of VIA Real Estate, LLC, a Wyoming limited liability company

89 Witness my hand and official seal.

90 My commission expires: 5/5/2024

91  Notary Public

92



93 Accepted and Acknowledged

94 GRANTEE GJPFC

95 by: 

96 GRANTEE CITY OF GRAND JUNCTION

97 by: 

## **EXHIBIT A**

**LOT 1 FOR HIM SUBDIVISION, A REPLAT OF LOT 1  
HARVEST SUBDIVISION, RECEPTION NO. 2117459,  
LOCATED IN THE SE1/4 SW1/4 OF SECTION 6, T1S, R1E UTE  
MERIDIAN, GRANG JUNCTION, COUNTY OF MESA, STATE  
OF COLORADO**



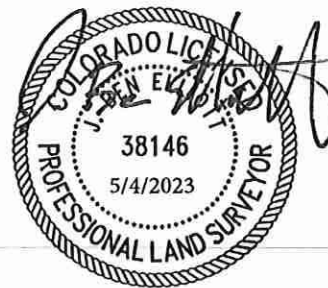
## EXHIBIT B

### **HIGH DESERT SURVEYING, INC**

591 25 Road, Suite B1  
Grand Junction, CO 81505  
Tel: 970-254-8649 Fax: 970-241-0451

### **Cross-Access Easement**

### **Legal Description**



A parcel of land situated in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 6, Township 1 South, Range 1 East, of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being a portion Lot 1, For Him Subdivision as recorded under Reception No. 3021552 of the records of the Mesa County Clerk and Recorder, and being more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 6, Township 1 South, Range 1 East, of the Ute Meridian, whence the Southeast Corner of said SE $\frac{1}{4}$  SW $\frac{1}{4}$  bears N89°57'27"E, a distance of 1351.45 feet for a Basis of Bearings, with all bearings contained herein relative thereto; thence along the South line of said SE $\frac{1}{4}$  SW $\frac{1}{4}$ , N89°57'27"E, a distance of 675.72 feet; thence N00°21'30"W, a distance of 55.00 feet to the Southeast corner of said Lot 1, For Him Subdivision as recorded under Reception No. 3021552 of the Mesa County Records; thence along the South line of said Lot 1, S89°57'27"W, a distance of 23.99 feet to the POINT OF BEGINNING; thence continuing along said South line, S89°57'52"W, a distance of 37.58 feet; thence N00°21'30"W, a distance of 69.33 feet; thence along a non-tangent curve to the left having a central angle of 47°09'23", a radius of 25.00 feet, an arc length of 20.58 feet, and a chord which bears N23°13'12"E, a distance of 20.00 feet; thence N00°21'30"W, a distance of 44.00 feet; thence N04°40'11"E, a distance of 24.09 feet; thence N00°21'30"W, a distance of 24.00 feet to a point on the North line of said Lot 1; thence along said North line N89°38'30"E, a distance of 51.46 feet to the Northeast corner of said Lot 1; thence along the East line of said Lot 1, S00°21'30"E, a distance of 32.50 feet; thence along a non-tangent curve to the left having a central angle of 45°37'18", a radius of 20.00 feet, an arc length of 15.92 feet, and a chord which bears S67°27'09"W, a distance of 15.51 feet; thence S44°38'30"W, a distance of 20.10 feet; thence S00°21'30"E, a distance of 39.43 feet; thence along a curve to the right having a central angle of 14°04'12", a radius of 50.00 feet, an arc length of 12.28 feet, and a chord which bears S06°40'36"W, a distance of 12.25 feet; thence along a curve to the left having a central angle of 14°04'12", a radius of 50.00 feet, an arc length of 12.28 feet, and a chord which bears S06°40'36"W, a distance of 12.25 feet; thence S00°21'30"E, a distance of 45.62 feet; thence along a curve to the left having a central angle of 45°50'06", a radius of 25.00 feet, an arc length of 20.00 feet, and a chord which bears S23°16'32"E, a distance of 19.47 feet to the POINT OF BEGINNING.

Said parcel contains an area of 5971.9 square feet, 0.14 acres as herein described.

City of Grand Junction, County of Mesa, State of Colorado.

21-60 Patterson Turn Lane-Exhibit A.doc  
Prepared By: BE  
J. Ben Elliott, PLS 38146  
High Desert Surveying, Inc.

# EXHIBIT B

## Cross-Access Easement

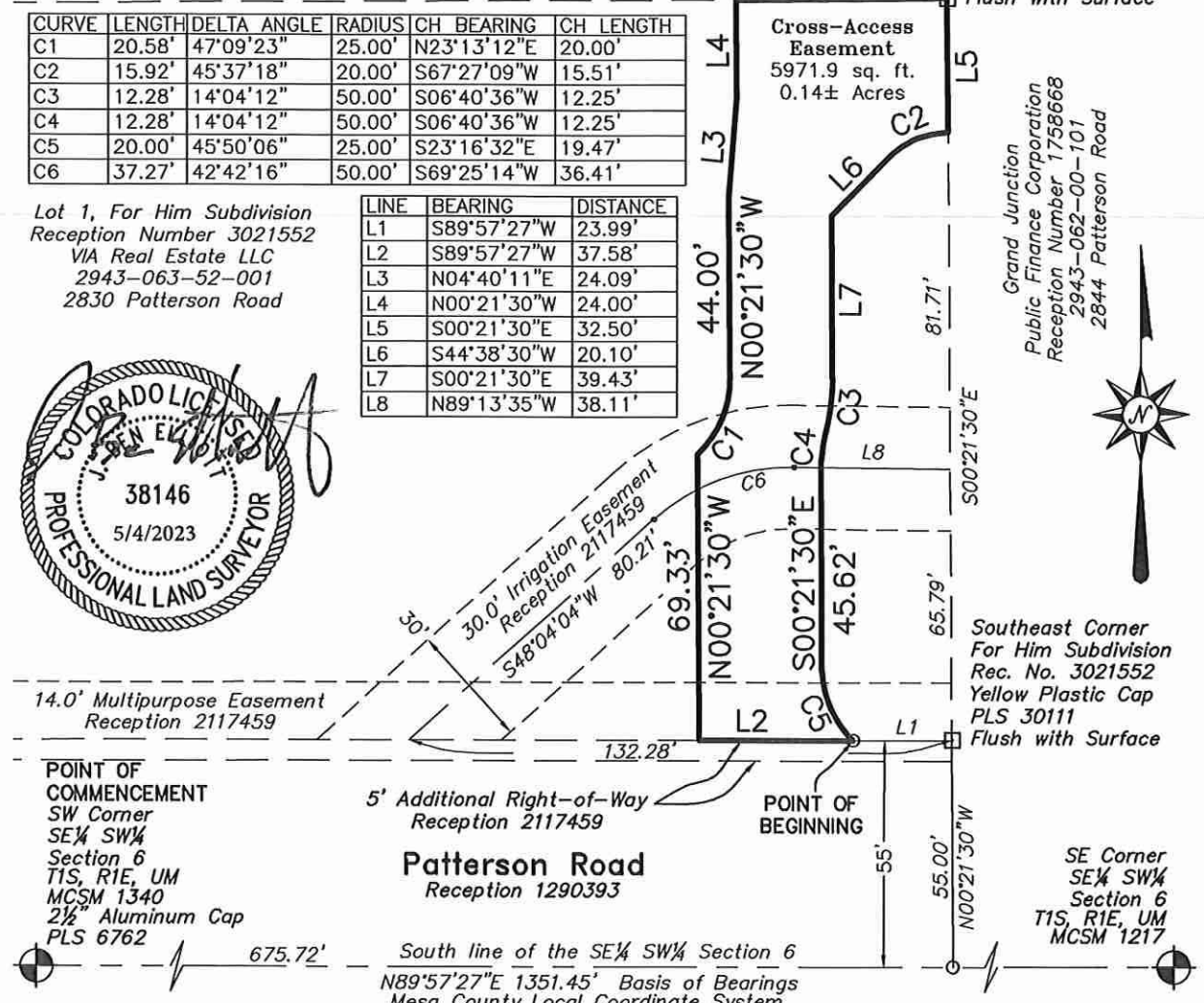
Lot 2, For Him Subdivision  
 Reception Number 3021552  
 Faith Heights c/o John Cappetto  
 2943-063-52-002  
 600 28 1/2 Road

Northeast Corner  
 Lot 1  
 For Him Subdivision  
 Rec. No. 3021552  
 2" Aluminum Cap  
 PLS 24953  
 Flush with Surface

CURVE	LENGTH	DELTA ANGLE	RADIUS	CH BEARING	CH LENGTH
C1	20.58'	47°09'23"	25.00'	N23°13'12"E	20.00'
C2	15.92'	45°37'18"	20.00'	S67°27'09"W	15.51'
C3	12.28'	14°04'12"	50.00'	S06°40'36"W	12.25'
C4	12.28'	14°04'12"	50.00'	S06°40'36"W	12.25'
C5	20.00'	45°50'06"	25.00'	S23°16'32"E	19.47'
C6	37.27'	42°42'16"	50.00'	S69°25'14"W	36.41'

Lot 1, For Him Subdivision  
 Reception Number 3021552  
 VIA Real Estate LLC  
 2943-063-52-001  
 2830 Patterson Road

LINE	BEARING	DISTANCE
L1	S89°57'27"W	23.99'
L2	S89°57'27"W	37.58'
L3	N04°40'11"E	24.09'
L4	N00°21'30"W	24.00'
L5	S00°21'30"E	32.50'
L6	S44°38'30"W	20.10'
L7	S00°21'30"E	39.43'
L8	N89°13'35"W	38.11'



Grand Junction  
 Public Finance Corporation  
 Reception Number 1758668  
 2943-062-00-101  
 2844 Patterson Road



14.0' Multipurpose Easement  
 Reception 2117459

POINT OF COMMENCEMENT  
 SW Corner  
 SE 1/4 SW 1/4  
 Section 6  
 T1S, R1E, UM  
 MCSM 1340  
 2 1/2" Aluminum Cap  
 PLS 6762

5' Additional Right-of-Way  
 Reception 2117459

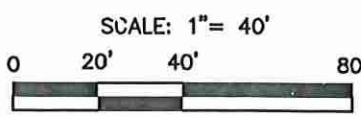
**Patterson Road**  
 Reception 1290393

Southeast Corner  
 For Him Subdivision  
 Rec. No. 3021552  
 Yellow Plastic Cap  
 PLS 30111  
 Flush with Surface

SE Corner  
 SE 1/4 SW 1/4  
 Section 6  
 T1S, R1E, UM  
 MCSM 1217

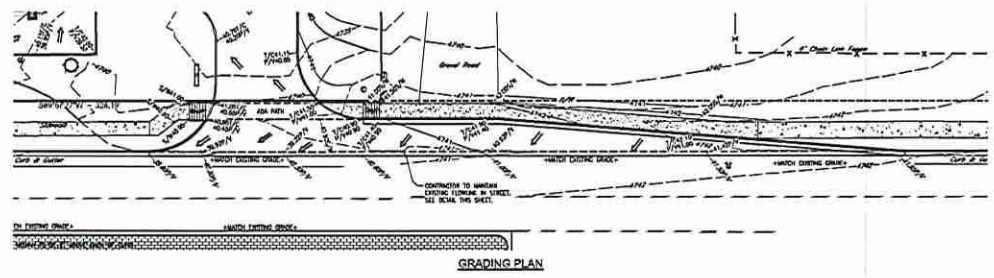
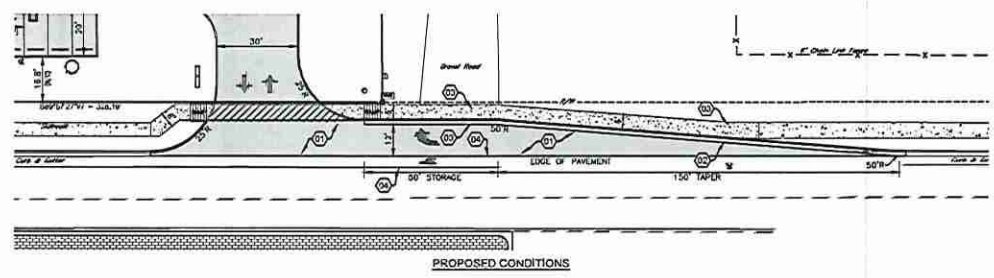
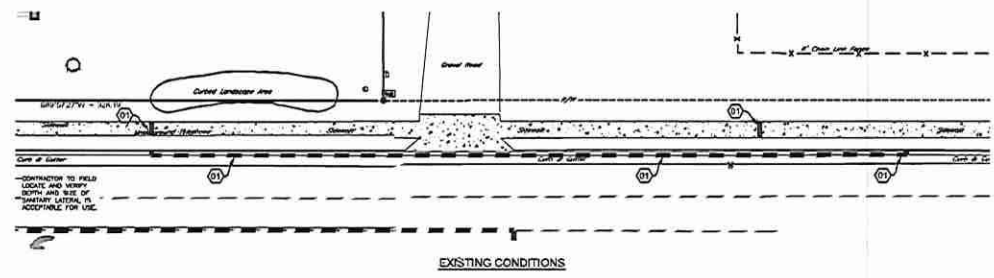
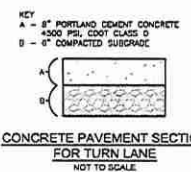
South line of the SE 1/4 SW 1/4 Section 6  
 N89°57'27"E 1351.45' Basis of Bearings  
 Mesa County Local Coordinate System

**High Desert Surveying, Inc.**  
 591 25 Road, Suite B1  
 Grand Junction, Colorado 81505  
 Tele: 970-254-8649 Fax: 970-241-0451



PROJ. NO. 22-36	Surveyed	Drawn	APP'D	SHEET	OF
DATE: April, 2023	BO/SG	BE	-	1	1





**DEMOLITION KEYNOTES**

(D1) REMOVE 18" OF EXISTING PAVEMENT, SIDEWALK, AND DRIVE APPROACHED FOR NEW TURN LANE + SAWCUT FOR CLEAN EDGE. SEE SHEET C-0.1 FOR NEW TURN LANE DETAILS.

(D2) SAWCUT LINE

SEE SHEET C-1.1 FOR SITE DEMOLISH DETAILS. SEE SHEET C-0.0 FOR NEW DRIVE APPROACH DETAILS.

**EXHIBIT C**

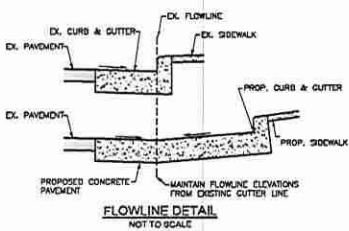
**SITE PLAN KEYNOTES**

(C1) CONCRETE PAVEMENT - PER PAVEMENT SECTION THIS SHEET

(C2) CONCRETE CURB AND GUTTER - PER CITY OF GRAND JUNCTION (H-TAS / SHPPT) C.A.

(C3) CONCRETE SIDEWALK - PER DETAIL SHEET C-1.1

(C4) PAVEMENT STRIPING - 4" HIGH PAINT 180 S HARKLE - STRIPING TO BE PAINTED WHITE



**PLANNING AND ZONING REQUIREMENTS:**

Reference: Grand Junction Municipal Code  
Volume 8: Development Code  
Zoning: "MU" Mixed Use District  
Allowed Use: by Right: Car Wash

Maximum Building Height = 40 ft.

Building setbacks:  
Front: 10'  
Side: 5'  
Rear: 15'

**PERMITTING CONTACT INFORMATION:**

**PLANNING AND ZONING**  
City of Grand Junction - Community Development  
Contact: Sara Caserio  
Telephone: 970.244.1442  
Email: sarac@cityofgj.com

**BUILDING**  
Mesa County Building Department  
Contact: Darrel Day  
Telephone: 970.244.1838  
Email: darrel@mesacounty.gov

**ERIC PROTECTION**  
City of Grand Junction Fire Department  
Contact: Brent Hestler  
Telephone: 970.244.1800  
Email: bhe@cityofgj.com

**TAKE CAUTION DURING EXCAVATION:**  
Notify the City of Grand Junction in advance of digging to avoid lines marked.

**FIRE LANE MARKINGS:**  
Fire lanes are marked with yellow paint and reflective markers. Fire lanes are marked with yellow paint and reflective markers. Fire lanes are marked with yellow paint and reflective markers.

**VERTICAL & HORIZONTAL CONTROL:**  
Reference - ALTA / NGPS Land Survey of the subject property prepared by High Desert Surveying, LLC - Jeffrey C. Fletcher, Professional Land Surveyor, Colorado Registration No. 24950. \*Bearings Station as per MCDPS Control Network which is based on NAD 83 for Horizontal and NAVD 83 for Vertical information.

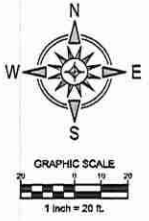
**ACCEPTANCE BLOCK**  
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS. SUBJECT TO THE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD, REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS, ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF THE PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

Additional site elements may be necessary to service the site which are not shown on this plan. Location and details of those elements can be provided by the owner at the request of the contractor or City of Grand Junction.



**SITE AND PAVEMENT LEGEND**

(NO)	BACK-OF-CURB
(TP)	TYPICAL PARKING STALL WIDTH
R	RADIUS - FACE OF CURB
(C)	CONCRETE WHEEL STOP
(S)	ADA PARKING SYMBOL
(P)	PROPOSED LIGHT POLE
(A)	DIRECTIONAL PARKING LOT ARROW
(C3)	CONCRETE SIDEWALK
(C1)	CONCRETE PAVEMENT

07/23/2021

Date	Description
07/23/21	Rev. 1 - Revised per City Comments
07/23/21	Rev. 2 - Revised per City Comments
07/23/21	Rev. 3 - Revised per City Comments
07/23/21	Rev. 4 - Revised per City Comments

**SITE DEVELOPMENT PLANS FOR**  
**CHAMPION XPRESS CAR WASH**  
1600 PATTERSON ROAD & 28 1/4 ROAD  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

**BURKHARDT**  
ARCHITECTURAL & ENGINEERING

Design: AFD File: 20245  
Draw: AFD Date: 20/24/2021  
Check: RUM Title: CD, S&P  
Scale: 1" = 20'  
Date: 07.23.2021

Sheet:  
**TURN LANE PLAN**

Sheet No.:  
**C-2.1**



**Bobbie Gross**  
 Mesa County  
 Clerk and Recorder  
 P.O. Box 20000  
 Grand Junction, CO 81502  
 (970) 244-1679

**CUSTOMER INFORMATION**

CITY GRAND JCT  
 CLERKS  
 250 N 5TH ST  
 GRAND JCT, CO 81501

Escrow Balance \$7.00

**TRANSACTION INFORMATION**

Transaction #: 968364 Source Code: OVER THE COUNTER  
 Receipt #: 2024003807 Return Code: OVER THE COUNTER  
 Cashier Date: 03/07/2024 Location: Main  
 Print Date: 03/07/2024  
 Cashier By: Kinzie

ESMT/ROW CFN: 3087409 Record Date: 3/7/24 4:25 pm

From: To:  
 RECORDING2017 \$38.00

PAYMENT: CHECK 5291 AMOUNT: \$38.00

Void / Revised Reason:

Total Payments: \$ 38.00 Total Fees: \$ 38.00 Shortage: \$ 0.00  
 Overage: \$ 0.00 Total Change Returned: \$ 0.00

VIA REAL ESTATE, LLC

5291

MESA COUNTY CLERK AND RECORDER

Date	Type	Reference	Original Amt.	Balance Due	2/14/2024 Discount	Payment
2/14/2024	Bill	021424	38.00	38.00		38.00
					Check Amount	38.00

Lone Star State Bank GJPFC Access Easement 38.00