

GRANT OF SANITARY SEWER EASEMENT

Conjunction Junction, LLC, a Colorado Limited Liability Company, Grantor, whose mailing address is 5200 West 20th Street, Greeley, CO 80634, who is the owner of a parcel of land located at 200 Rood Avenue and 327 N. 2nd Street, Grand Junction, CO 81501, as recorded in Reception No. 3035507, Public records of Mesa County, Colorado, 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, 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, for the use and benefit of the Persigo 201 Sewer System, a perpetual easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, on, along, over, under, through and across the described parcel of land, in the City of Grand Junction, County of Mesa State of Colorado, to wit:

A parcel of land situated in the NW1/4 of the SW1/4 of Section 14, Township 1 South, Range 1 West, of the Ute Meridian, Grand Junction, Mesa County, Colorado, described as follows:

Commencing at the City of Grand Junction block corner for Rood Avenue and 2nd Street, from which the City of Grand Junction block corner for Main Street and 2nd Street bears S00°00'57"W 351.94 feet, running thence S41°01'36"W 60.96 feet to the intersection of the west line of the existing sanitary sewer easement recorded at Reception No. 2198617 and the south right-of-way line of Rood Avenue recorded at Reception No. 3115376 and the Point of Beginning.

Running thence along the said west easement line S00°00'57"W 139.94 feet to an existing utility easement recorded at Reception No. 1495620; thence along said utility easement N89°56'42"W 7.00 feet; thence N00°00'57"E 139.94 feet to said south right-of-way line of Rood Avenue; thence S89°58'49"E 7.00 feet to the west line of said existing sanitary sewer easement and the Point of Beginning.

Said Easement contains 980 square feet, more or less, as described.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns 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 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 will not install on the Easement, or permit the installation on the 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 Easement, the City has the right to require the Grantor to remove such obstacles from the Easement at Grantor's cost. If the Grantor does not remove such obstacles, the City may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantor the City's costs for such removal. If the City chooses not to remove the obstacles, the City will not be liable for any damage to the obstacles or any other property to which they are attached.

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 utility and related facilities purposes.

Grantor hereby covenants with Grantee that they have good title to the herein described premises; that they have 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.

Grantor hereby covenants with Grantee that they have good title to the herein described premises; that they have 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.

SHEET 1 OF 3

Executed and delivered this 22 day of January, 2025.

GRANTOR:

Conjunction Junction, LLC, a Colorado Limited Liability Company

By: Western States Management Services, LLC, its manager

By: [Signature]
Signature Name, Manager of Western States Management Services

State of Colorado)
County of Mesa Weld)ss
)

The foregoing instrument was acknowledged before me this 22 day of January, 2025 by Tyler Richardson as manager for Conjunction Junction, LLC, a Colorado Limited Liability Company.

My commission expires 09/24/2026.

Witness my hand and official seal.

BRENDA E ROGERS
Notary Public
State of Colorado
Notary ID # 20104039009
My Commission Expires 09-24-2026

[Signature]
Notary Public

RATIFICATION OF GRANT OF SANITARY SEWER EASEMENT

Ratified, acknowledged, and consented to subordination of interest, by the following Deed of Trust Beneficiary:

The undersigned hereby certifies that it is a holder of a security interest upon the above described property and does hereby join in and consent to this grant of sanitary sewer easement by the owner thereof and agrees that its security interest as beneficiary of the security interest for ANB Bank, a Colorado State Bank Patterson, which is evidenced by that Deed of Trust dated October 26, 2022, and recorded on 10/27/2022, in the office of the Mesa County Clerk and Recorder, Reception No. 3047922, shall be and is hereby subordinate to this grant of multipurpose easement to the City of Grand Junction.

ANB Bank a Colorado State Bank Patterson

By: [Signature] 1/23/2025
Print Name: CHRIS DUNKIN

State of Colorado)
County of Mesa)ss
)

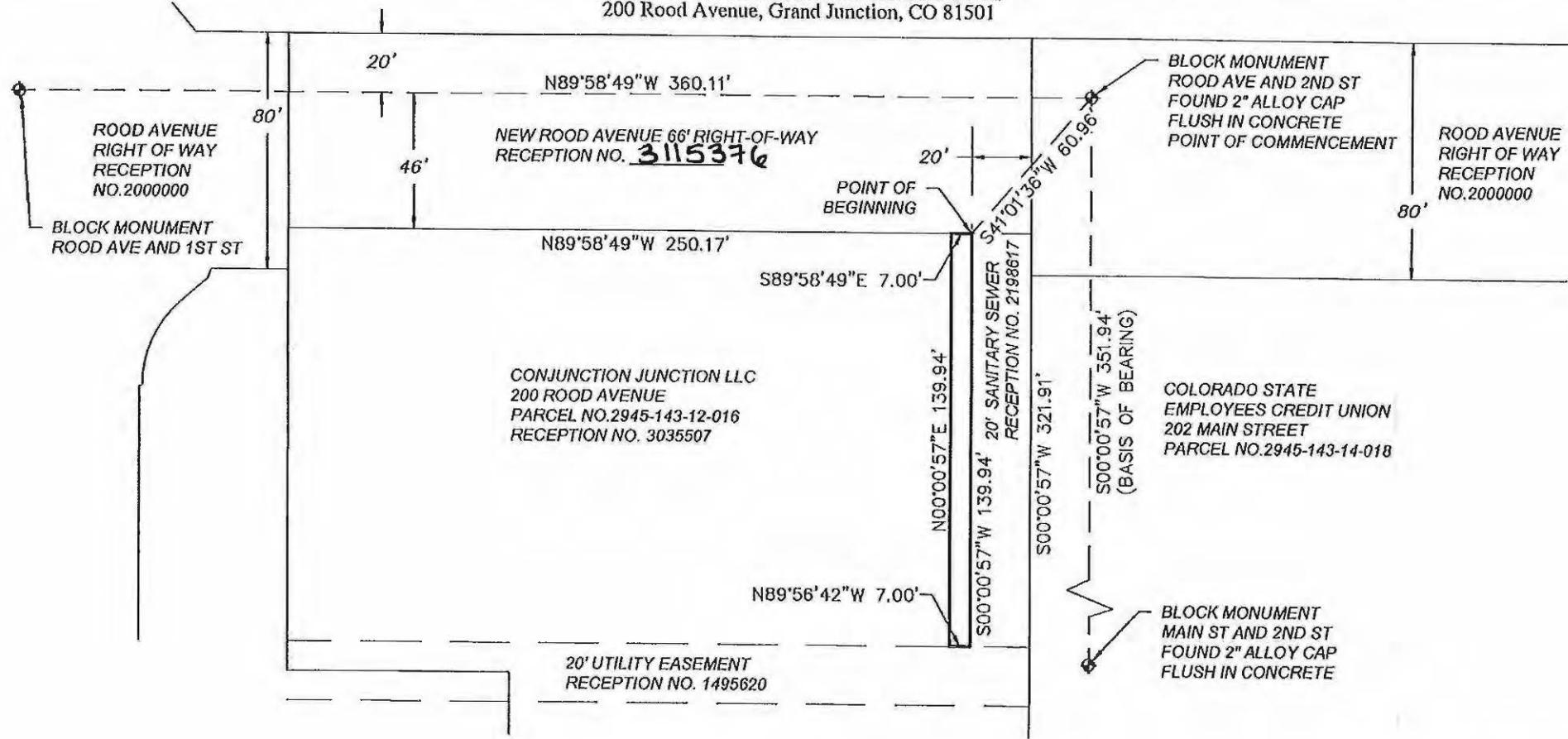
The foregoing instrument was ratified, acknowledged, and consented to subordination of interest, before me this 23rd day of January, 2025 by Chris Dunkin as Community Bank President for ANB Bank, a Colorado State Bank Patterson, with authority to do so.

Witness my hand and official seal.

TRISHA MANION
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234015725
MY COMMISSION EXPIRES APRIL 25, 2027

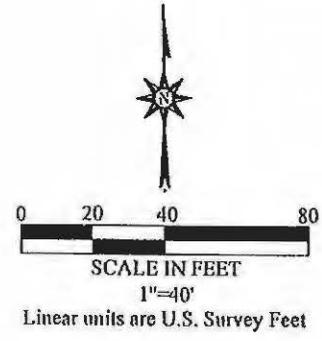
[Signature]
Notary Public

7' SANITARY SEWER EASEMENT EXHIBIT
200 Rood Avenue, Grand Junction, CO 81501



LEGEND:

- EASEMENT BOUNDARY
- SURVEY CONTROL
- ADJOINER
- EXISTING EASEMENT
- SURVEY CONTROL MONUMENT



Christopher C. Ransler
Colorado PLS 38089

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

JOB NUMBER: 2650422 DATE: 01/13/2025

KAART SURVEYING, LLC
734 Main Street
Grand Junction, CO 81501
970.201.4081
surveying@kaart.com