

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement ("Agreement") made this 12th day of January 2027, by and between Martin Azcarraga and Donna Azcarraga, whose mailing address is P.O. Box 2072, Grand Junction, CO 81502 as joint tenants ("Azcarragas"), County of Mesa, a political subdivision of the State of Colorado, whose address is P.O. Box 20,000, Grand Junction, CO 81502 ("County"), and City of Grand Junction, a home rule municipality, whose address is 250 N. 5th Street, Grand Junction, CO 81501 ("City"). Collectively the Azcarragas, the County and the City may be referred to as the "Parties":

RECITALS:

WHEREAS, the Azcarragas are the fee owners of that certain parcel of land situated, lying, and being in the City of Grand Junction, in the County of Mesa, State of Colorado, and addressed as 2155 River Road, Grand Junction, CO 81505, and more fully described in the warranty deed recorded in the records of the Mesa County Clerk and Recorder at Reception No. 1908869 ("Azcarragas' Parcel");

WHEREAS, the City with the County are the fee owners of that certain parcel of land situated, lying, and being in City of Grand Junction, County of Mesa and State of Colorado, addressed as 2145 River Road, Grand Junction, CO 81505, and more fully described in the warranty deed recorded in the records of the Mesa County Clerk and Recorder at Reception No. 1139193 ("City's Parcel");

WHEREAS, the Azcarragas' Parcel and the City's Parcel are adjoining, and a question has arisen as to the exact location of the boundary line between the respective lands of the Parties due to possible deed description overlaps, a survey showing a gap, and various fences that are on the ground, the Parties are desirous of fixing and making said boundary line more certain and definite;

NOW THEREFORE, in consideration of the mutual covenants herein stated and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do for themselves, their respective heirs, legal representatives, successors, and assigns, covenant, consent, and agree that the boundary line between the lands of the Parties shall be and hereby is declared to be as described on Exhibit A attached hereto and graphically represented on Exhibit B both are incorporated herein ("Boundary Line").

This Agreement has been executed by the Parties voluntarily and in accordance with the specific provisions of C.R.S. 38-44-112, to determine and permanently establish by written agreement of all parties thereby affected the line and boundary between the Azcarraga Parcel and City Parcel.

The Parties hereby represent each to the other that each is the owner of their respective property as described herein, that each has the full power and authority to enter and execute this Agreement, and that no other owner, lessee, lienor or mortgagee has any right, title or interest in the respective properties.

This Agreement shall be recorded in the real estate records in the office of the Clerk and Recorder of Mesa County, Colorado as an instrument affecting real estate, shall run with the land as a covenant burdening and benefiting both the Azcarraga Parcel and the City Parcel and shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the Parties hereto.

Azcarragas, County and City have each obtained the advice of their own legal and/or survey counsel regarding this Boundary Line Agreement or have knowingly declined to do so. The Parties understand and agree that the terms of this Agreement are enforceable and create legal relationships. Because this agreement was drafted by the City Attorney, in part to prevent the disputed area from becoming a nuisance to the City and County, the Parties agree that the rule of construing ambiguities against the drafter shall have no application.

For all purposes, the Azcarragas, County and the City agree that the true and correct boundary line henceforth between the Azcarragas' Parcel and the City's Parcel shall be the line described and defined on the attached Exhibit A, and depicted on the attached Exhibit B. The Boundary Line shall remain the boundary line between the involved parcels regardless of the fences on the parcels at the time of signing this Agreement.

By execution of this Agreement, the Parties agree that the Azcarragas convey to the City and County any interest it may have in the land west of the Boundary Line and the City and County conveys to the Azcarragas any interest they may have in the land east of the Boundary Line without warranties of title. It is the Parties' intent that the adjoining real property which conflicts with the Boundary Line as established by this

Agreement is conveyed one to the other. The Parties each reserve all water and water rights, ditch and ditch rights owned by them.

This Agreement shall be interpreted, construed and governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising out of or under this Agreement and the interpretation, enforcement or determination of the rights and duties of the parties shall be in the Mesa County District Court.

This Agreement constitutes the entire and only agreement between the parties. All prior negotiations, agreements, representation and understandings, whether written or oral, are merged into and superseded by this Agreement and shall be of no force and effect.

This Agreement and all its provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, legal representatives and heirs.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Martin Azcarraga
Martin Azcarraga

Donna Azcarraga
Donna Azcarraga

State of Colorado :
: ss
County of Mesa :

The foregoing instrument was acknowledged before me this 12 day of January 2026 by Martin Azcarraga and Donna Azcarraga.

Witness my hand and official seal. Jennifer L. Cinquini
Notary Public

County of Mesa:

City of Grand Junction:

By: Shawn Burd
Shawn Burd,
Mesa County Commissioner to Convey
Real Estate and Right of Way Agent

By: Michael Bennett
Michael Bennett,
City Manager

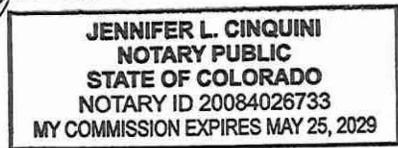


State of Colorado :
: ss
County of Mesa :

The foregoing instrument was acknowledged before me this 22 day of October 2025 by Shawn Burd, Mesa County Commissioner to Convey Real Estate and Right of Way Agent for the County of Mesa.

Witness my hand and official seal. Jennifer L. Cinquini
Notary Public

State of Colorado :
: ss
County of Mesa :



The foregoing instrument was acknowledged before me this 12th day of January 2026 by Michael Bennett, City Manager for the City of Grand Junction.

Witness my hand and official seal. Jennifer L. Cinquini
Notary Public

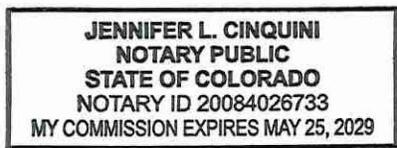


Exhibit A

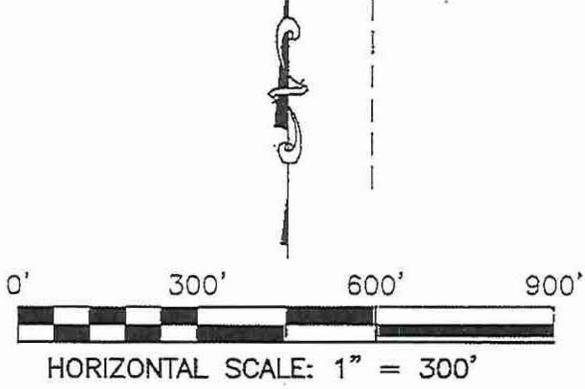
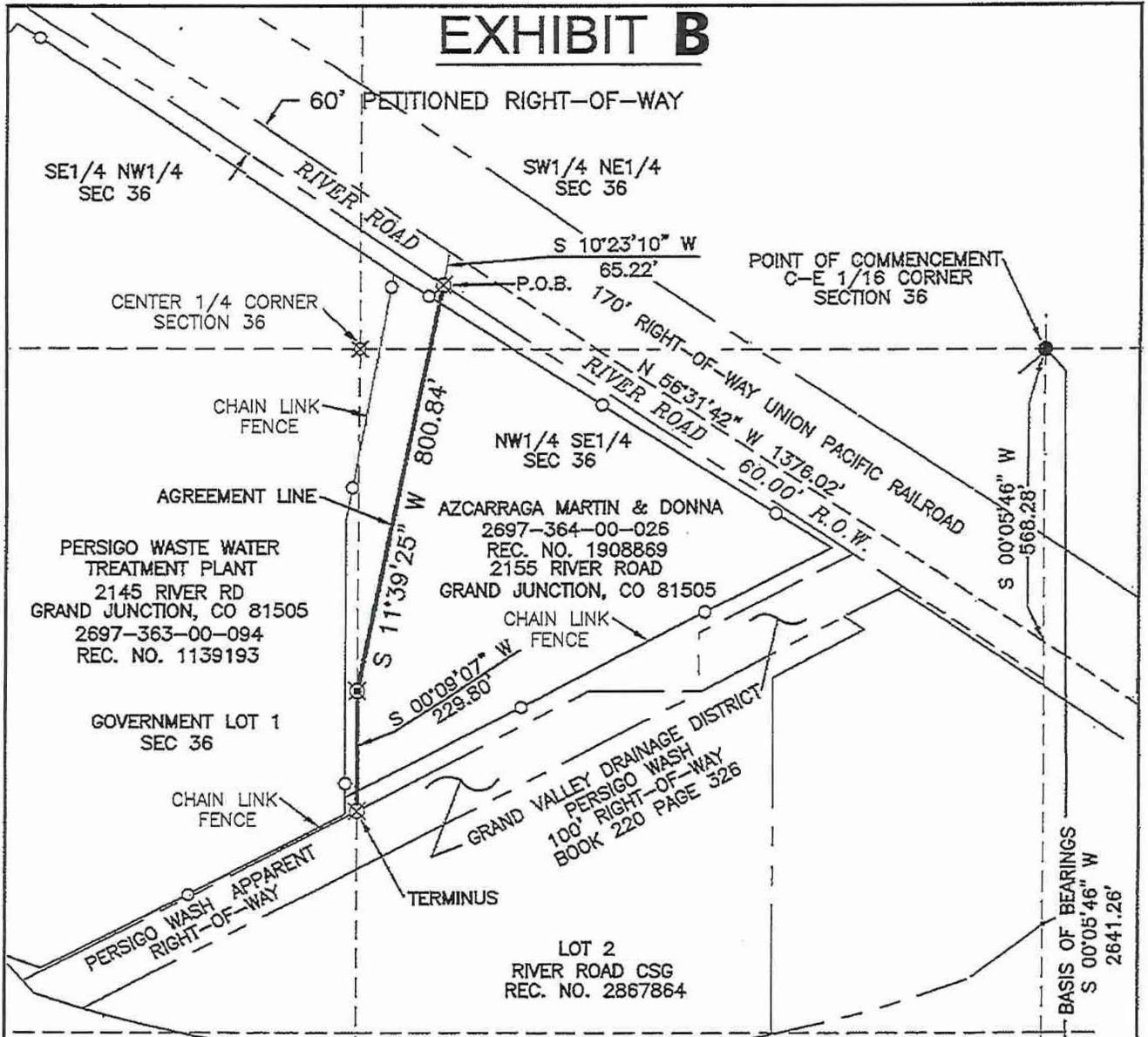
Agreement Line Description

A line situate in the SW1/4 NE1/4 and the NW1/4 SE1/4 of Section 36 Township 1 North, Range 2 West of the Ute Meridian City of Grand Junction, County of Mesa, State of Colorado, more particularly described as follows.

Commencing at the Center East 1/16 Corner of said Section 36, whence the East 1/16 corner on the south line of said Section 36 bears S00°05'46"W, at a distance of 2,641.26 feet, with all bearings being relative thereto; thence S00°05'46"W, at a distance of 568.28 feet, to the southerly right-of-way of the Union Pacific Railroad; thence along said right-of-way, N56°31'42"W, a distance of 1,376.02 feet; thence S10°23'10"W, a distance of 65.22 feet, to the Point of Beginning, thence the following courses and distances;

1. Leaving said right-of-way S11°39'25"W, for a distance of 800.84 feet, to the East line of Government Lot 1 of said section;
2. Along said East line, S00°09'07"W, a distance of 229.80 feet, to the northwesterly corner of the Grand Valley Drainage District Right-of-Way described at Book 220 Page 326 of the Mesa County records, and the terminus.

EXHIBIT B



LEGEND

- MESA COUNTY SURVEY MARKER
- FOUND 3 1/4" BRASS CAP LS 2144
- FOUND 2 1/2" ALLOY CAP LS 29041
- SET 5/8" REBAR & 2" ALLOY CAP MARKED LS-38075 0.2' ABOVE GROUND
- FOUND NO. 5 REBAR NO CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SURVEYOR'S STATEMENT

I, Jodie L Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

EXECUTED this 12th day of JUNE, 2025

Jodie L. Grein
 Professional Land Surveyor
 P.L.S. No. 38075

 Receivac Consulting Engineers, LLC 405 Ridges Blvd, Suite A Grand Junction, CO 81507 Voice: (970) 243-8900 Fax: (970) 241-1273 www.receivac.com		EXHIBIT B BOUNDARY LINE AGREEMENT IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE UTE MERIDIAN CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO	
Drawn: JLG	Designed: JLG	Checked: JAM	Proj#: C3442
File Name: C:\PROJECTS\C3442\C3442ADJUST.DWG	Scale: 6/12/25	Sheet: 1	Of: 1