

GRANT OF SANITARY SEWER EASEMENT

D&TM LLC, Grantor(s), for and in consideration of the sum of Ten 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, a Sanitary Sewer Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, on, along, over, under, through and across the described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Sanitary Sewer Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2945-104-00-107

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees 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 limited purposes and uses and upon the terms stated herein. Grantor(s) reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which will not unreasonably interfere with the full use and quiet enjoyment of the rights herein granted. Grantor(s) shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor(s) to remove such obstacles from the Easement. If Grantor(s) do not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor(s) for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

Grantor(s) hereby covenants with Grantee that Grantor(s) have good title to the herein described premises; that Grantor(s) have good and lawful right to grant this Easement; that Grantor(s) shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 30 day of January, 2026.

D&TM LLC

By: Travis Mullenix

Printed name: Travis Mullenix

Title: Owner

State of Colorado)

County of Mesa) ss.

The foregoing instrument was acknowledged before me this 30 day of January, 2026, by Travis Mullenix as _____ of _____

AMANDA TORREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254005408
MY COMMISSION EXPIRES FEBRUARY 10, 2029

Witness my hand and official seal.

My Commission Expires: Feb. 10, 2029

Amanda Torrez
Notary Public

Exhibit A

A parcel of land located in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 10, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of that land described in Reception Number 3025861 and being more particularly described as follows.

Beginning at the Southwest Corner of said Reception Number 3025861 whence the Southeast Corner of said Section 10 bears $S75^{\circ}47'40''E$ 413.20 feet distant based on the Mesa County Local Coordinate System with all bearings herein related thereto; thence $N00^{\circ}15'58''W$ a distance of 67.12 feet along the west line of said Reception Number 3025861 to the Point of Beginning; thence $S88^{\circ}47'12''E$ a distance of 46.42 feet; thence $N01^{\circ}12'38''E$ a distance of 20.00 feet; thence $N88^{\circ}47'12''W$ a distance of 46.94 feet to a point on the west line of said Reception Number 3025861; thence $S00^{\circ}15'58''E$ a distance of 20.01 feet along said west line to the Point of Beginning.

Containing 934 Square Feet or 0.02 Acres more or less as described.

Authored by: Renee B. Parent, CO PLS 38266
For the City of Grand Junction
244 N. 7th St.
Grand Junction, CO. 81501
(970) 256-4003



EXHIBIT B

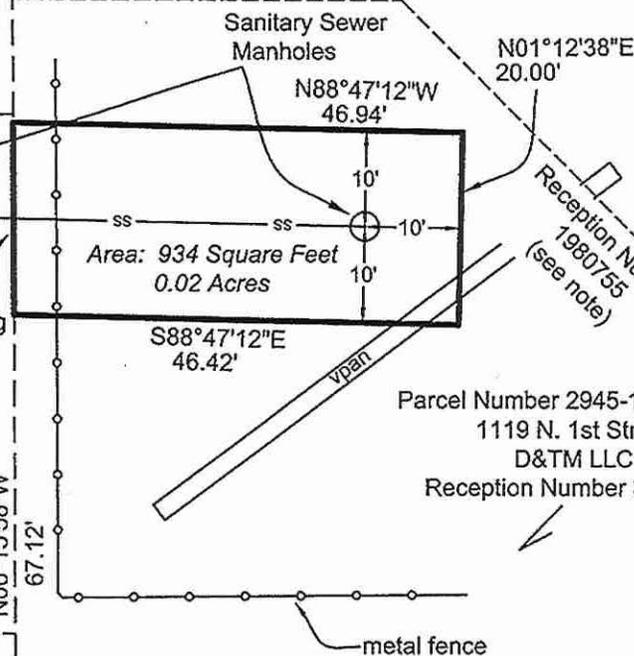
ABBREVIATIONS

N NORTH
 S SOUTH
 E EAST
 W WEST
 SEC. SECTION
 MCLCS Mesa County Local Coordinate System

Parcel Number 2945-104-38-002
 Steven R Kissner Jr.
 Lot 2, Dana Motors Amended Subdivision,
 Reception Number 2447114
 2588 Highway 6 & 50

Parcel Number 2945-104-38-003
 Steven R Kissner Jr.
 Tract A, Dana Motors Amended Subdivision,
 Reception Number 2447114, also
 City of Grand Junction Utility Easement
 (Reception Number 2447114)

14' Multi-purpose easement
 Reception Number 2447114



Parcel Number 2945-104-00-107
 1119 N. 1st Street
 D&TM LLC
 Reception Number 3025861

Note: Reception Number 1980755
 (portion of Reception Number 3025861
 south and southwest of dashed line), is
 subject to existing utilities as constructed.

Point of Commencement
 2" aluminum cap
 LS18480

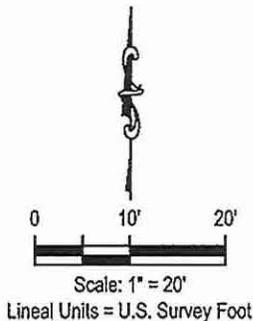
Parcel Boundary

SE Corner Sec. 10
 Township 1 South
 Range 1 West
 Ute Meridian
 PLS 18480

MCLCS
 Basis of Bearings
 $S75^{\circ}47'40''E$
 413.20'



Renee B. Parent, CO PLS #38266
 244 N. 7th St. Grand Junction, CO. 81501
 (970) 256-4003



The descriptions shown hereon have been derived from subdivision
 plats, deposit surveys & deed descriptions as they appear in the office of
 the Mesa County Clerk & Recorder & monuments as shown. This
 sketch does not constitute a legal boundary survey, & is not intended to
 be used as a means for establishing or verifying property boundary lines.

CITY OF
Grand Junction
 COLORADO

244 North 7th Street
 Grand Junction, Co. 81501

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named _____

D&TM LLC

2. The type of entity is a:

- | | |
|---|---|
| <input type="checkbox"/> corporation | <input type="checkbox"/> registered limited liability partnership |
| <input type="checkbox"/> nonprofit corporation | <input type="checkbox"/> registered limited liability limited partnership |
| <input checked="" type="checkbox"/> limited liability company | <input type="checkbox"/> limited partnership association |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> government or governmental subdivision or agency |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> trust |
| <input type="checkbox"/> | |

3. The entity is formed under the laws of Colorado

4. The mailing address for the entity is 2035 N Surrey Ct, Grand Junction CO 81507

5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Danielle Mullenix & Travis Mullenix - Both Owners

6. The authority of the foregoing person(s) to bind the entity: is not limited is limited as follows: _____

7. Other matters concerning the manner in which the entity deals with interests in real property: _____

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³

9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 29th day of January, 2026

Travis J. Mullenix

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
County of Mesa) ss

The foregoing Statement of Authority was acknowledged before me this 30 day of January, 2026 by Travis Mullenix

Witness my hand and official seal.
My commission expires: Feb. 10, 2029

Amanda Torrez
Notary Public

AMANDA TORREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254005408
MY COMMISSION EXPIRES FEBRUARY 10, 2029
WHEN RECORDED RETURN TO: