

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): Cloward Family Revocable Living Trust Dated August 21, 2024
	Parcels: RW-02, MPE-02

This Memorandum of Agreement (“Agreement”) is made and entered into this 18 day of November, 2024, by and between **Cloward Family Revocable Living Trust Dated August 21, 2024** hereinafter referred to as “the Owner”, and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as “the City”.

RECITALS:

- A. The City of Grand Junction, a Colorado home rule municipality (“City”), is proceeding with implementation of the D ½ Road Improvement Project (“Project”). The Project will widen and add street improvements to D ½ Road from 29 Road on the west to 30 Road on the east. Improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities (“Project Improvements”). Construction of the Project is anticipated to begin in 2024 with Ballot Initiative No. 2A funds approved by a majority of the City electorate in November of 2019.
- B. The Owner owns certain real property within the limits of the Project located at 2926 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2943-172-00-258, hereinafter referred to as “the Owner’s Property”.
- C. The installation, operation, maintenance, repair and replacement of the Project Improvements requires the acquisition of the following described real property interests from the Owner:

Parcel No. RW-02: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 3,416 square feet (0.08 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “A” and depicted on the accompanying graphic illustration labeled Exhibit “C”; and also

Parcel No. MPE-02: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 2,138 square feet (0.05 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “B” and depicted on the accompanying graphic illustration labeled Exhibit “C”.

The above referenced real property interests may be referred to collectively hereafter as the “Acquired Property”.

- D. The City has obtained and reviewed an appraisal prepared by a Colorado Certified General Appraiser to estimate the fair market value and just compensation to be offered for the Acquired Property. In consideration of the foregoing, the City and the Owner agree to the following sum of money as just compensation for the Acquired Property and any improvements, damages or costs to cure itemized below:

Parcel No. RW-02:	3,416 sq.ft. @ \$3.90/sq.ft.	= \$13,322.00
Parcel No. MPE-02:	2,138 sq.ft. @ \$3.90/sq.ft. x 50%	= \$4,169.00
Total Land & Easement Value		= \$17,491.00

Improvements:

- (2) Rose Bushes
- Chain Link Fence – 30 LF
- Native Grass – 1,165 SF
- Irrigated Native Grass – 1,000 SF
- Gravel Driveway – 300 SF
- Red Brick (lining fence) – 150 LF
- Lavendar Bush
- Wood Railroad Tie
- Miscellaneous Trees & Shrubs
- 1 ½ inch River Rock – 891 SF

Total Improvements Contributory Value = \$9,647.00

Total Consideration = \$27,150.00 (rounded)

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner subject to the promises, terms, covenants and conditions of this Agreement.
2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner by either (1) the City directly in the form of a City check, or (2) a title company selected by the City, to which the City has deposited the Total Consideration pending upon the execution and delivery by the Owner to the City of:
 - a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient General Warranty Deed for Parcel No. RW-02.
 - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-02.
 - d. One (1) completed and executed Federal Form W-9.
 - e. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
3. The Total Consideration shall fully compensate the Owner for the Owner's interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owner and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to: ad valorem property taxes due for prior years; current year ad valorem property taxes prorated to the date of closing (applicable to any fee simple parcel included in the Acquired Property), and satisfaction, subordination or release of all liens, judgments and financial encumbrances to deliver financially unencumbered title to the City. The Owner agrees to sell, convey and discharge all such interests in and to the Acquired Property by executing in writing any and all necessary deeds, documents and/or conveyances, including but not limited to, requests for releases, whether full or partial as applicable, or subordinations of deeds of trust.
4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner.
5. The City will remove and replace all flatwork to include three (3) large red rocks, two (2) square pavers, thirty-one (31) large rocks, and thirty (30) square feet of red brick. See attached Exhibit D for reference photos.
6. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
7. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
8. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
9. This Agreement is a legal instrument. The City recommends the Owner seek the advice of the Owner's own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

Owner:
Cloward Family Revocable Living Trust
Dated August 21, 2024

By: Betty Cloward
Betty Cloward, Trustee

By: Thomas Cloward
Thomas O. Cloward, Trustee

The City of Grand Junction,
a Colorado home rule municipality:

Andrea Phillips
Andrea Phillips, Interim City Manager

EXHIBIT A

LEGAL DESCRIPTION

2943-172-00-258

RIGHT-OF-WAY PARCEL NO. RW-02

A parcel of land being a portion of an entire tract of land as described in Reception Number 2146912 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of said E1/2 NW1/4 bears S.89°59'13"W. with all other bearing contained herein being relative thereto; thence along said south line S.89°59'13"W. a distance of 60.25 feet; **thence N.00°00'47"W.** a distance of 20.13 feet to the southwest corner of said entire tract and the Point of Beginning;

Thence along the west line of said entire tract, N.00°00'47"W. a distance of 19.87 feet; thence **N.89°59'13"E. a distance of 60.13 feet; thence N.89°59'39"E. a distance of 92.62 feet to a point** in the east line of said entire tract; thence along the east line of said entire tract, S.00°00'49"E. 24.85 feet to a point in the north right-of-way line of D1/2 Road as described in Reception Number 2465239; thence along said north right-of-way line, N.88°08'28"W. a distance of 152.83 feet to the Point of Beginning.

Said parcel of land CONTAINING 3,416 square feet or 0.08 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

LEGAL DESCRIPTION

2943-172-00-258

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-02

A fourteen foot (14') wide parcel of land being a portion of an entire tract as described in Reception Number 2146912 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of said E1/2 NW1/4 bears S.89°59'13"W. with all other bearing contained herein being relative thereto; thence along said south line S.89°59'13"W. a distance of 60.25 feet; thence N.00°00'47"W. a distance of 40.00 feet to the northwest corner of Right-of-Way Parcel No. RW-02, and the Point of Beginning;

Thence along the west line of said entire tract, N.00°00'47"W. a distance of 14.00 feet; thence N.89°59'13"E. a distance of 60.08 feet; thence N.89°59'39"E. a distance of 92.66 feet to a point in the east line of said entire tract; thence S.00°00'49"E. along said east line, a distance of 14.00 feet to the northeast corner of Right-of-Way Parcel No. RW-02; thence along the north line of said RW-02 the following courses: S.89°59'39"W. a distance of 92.63 feet; thence S.89°59'13"W. a distance of 60.13 feet to the Point of Beginning.

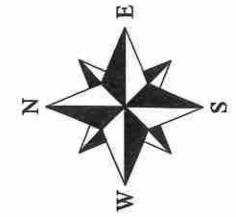
Said parcel of land CONTAINING 2,138 square feet or 0.05 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT C

Portion of 2943-172-00-258
 Located in a part of the
 S1/2 NW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-172-00-256
 WARREN DETTMER
 2920 D 1/2 Rd

2943-172-00-258
 OWEN & BETTY CLOWARD TRUST
 2926 D 1/2 Rd
 (Rec. No. 2146912)
 PARCEL NO. RW-02=3,416 Sq.Ft./0.08 Acres
 PARCEL NO. MPE-02=2,138 Sq.Ft./0.05 Acres

2943-172-00-221
 JOHN T MOIR IV
 2930 D 1/2 Rd
 (Rec. No. 2731683)

EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

EAST LINE - PARCEL
 Rec. No. 2146912

MULTI-PURPOSE EASEMENT
 PARCEL NO. MPE-02

WEST LINE - PARCEL
 REC. NO. 2146912

2943-172-00-257
 ELVIN & SANDRA BOSS
 2924 D 1/2 Rd
 (Rec. No. 2712627)

P.O.B. MPE-02
 P.O.B. RW-02
 (SW CORNER PARCEL)
 (Rec. No. 2146912)

EXISTING ROW
 (Rec. No. 2465239)

P.O.C RW-02.
 (C-W 1/16 CORNER
 SEC. 17, T.1S, R.1E)

SOUTH LINE NW 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 S89°59'13"W

2943-173-00-092
 RICHARD & DIANE MILLER
 2925 D 1/2 Rd
 (Rec. No. 2707715)

WEST 1/4 CORNER
 SEC. 17, T.1S, R.1E

Line Table

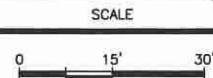
LINE	BEARING	DISTANCE
L1	N00° 00' 47"W	20.13'
L2	N00° 00' 47"W	19.87'
L3	S00° 00' 49"E	24.85'
L4	N00° 00' 47"W	14.00'
L5	S00° 00' 49"E	14.00'

ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

The sketch & description shown hereon have been derived from subdivision plats & 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.

DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 2

EXHIBIT A

LEGAL DESCRIPTION

2943-172-00-258

RIGHT-OF-WAY PARCEL NO. RW-02

A parcel of land being a portion of an entire tract of land as described in Reception Number 3109466 located in the South half of the Northwest Quarter (S1/2 NW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the south line of the W1/2 NW1/4 bears S.89°59'13"W. with all other bearing contained herein being relative thereto; thence along said south line S.89°59'13"W. a distance of 60.25 feet; thence N.00°00'47"W. a distance of 20.13 feet to the southwest corner of said entire tract and the Point of Beginning;

Thence along the west line of said entire tract, N.00°00'47"W. a distance of 19.87 feet; thence N.89°59'13"E. a distance of 60.13 feet; thence N.89°59'39"E. a distance of 92.62 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°00'49"E. a distance of 24.85 feet to a point in the north right-of-way line of D1/2 Road as described in Reception Number 2465239; thence along said north right-of-way line, N.88°08'28"W. a distance of 152.83 feet to the Point of Beginning.

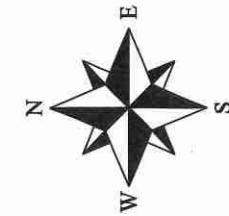
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Authored by: Ted T. Taggart, PLS #37075
Wasatch Surveying Associates
288 Vista Valley Dr
Fruita, CO, 81521



EXHIBIT B

Portion of 2943-172-00-258
 Located in a part of the
 S1/2 NW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-172-00-256
 WARREN DETTMER
 2920 D 1/2 Rd

2943-172-00-258
 CLOWARD FAMILY REVOCABLE LIVING TRUST
 DATED AUGUST 21, 2024
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 (Rec. No. 3109466)
 PARCEL NO. RW-02=3,416 Sq.Ft./0.08 Acres
 PARCEL NO. MPE-02=2,138 Sq.Ft./0.05 Acres

2943-172-00-221
 JOHN T MOIR IV
 2930 D 1/2 Rd
 (Rec. No. 2731683)

2943-172-00-257
 ELVIN & SANDRA BOSS
 2924 D 1/2 Rd
 (Rec. No. 2712627)

P.O.B. MPE-02
 P.O.B. RW-02 (SW CORNER PARCEL)
 (Rec. No. 3109466)

EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

EXISTING ROW
 (Rec. No. 2465239)

P.O.C RW-02.
 (C-W 1/16 CORNER
 SEC. 17, T.1S, R.1E)

SOUTH LINE NW 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 S89°59'13"W

2943-173-00-092
 RICHARD & DIANE MILLER
 2925 D 1/2 Rd
 (Rec. No. 2707715)

WEST 1/4 CORNER
 SEC. 17, T.1S, R.1E

Line Table

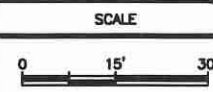
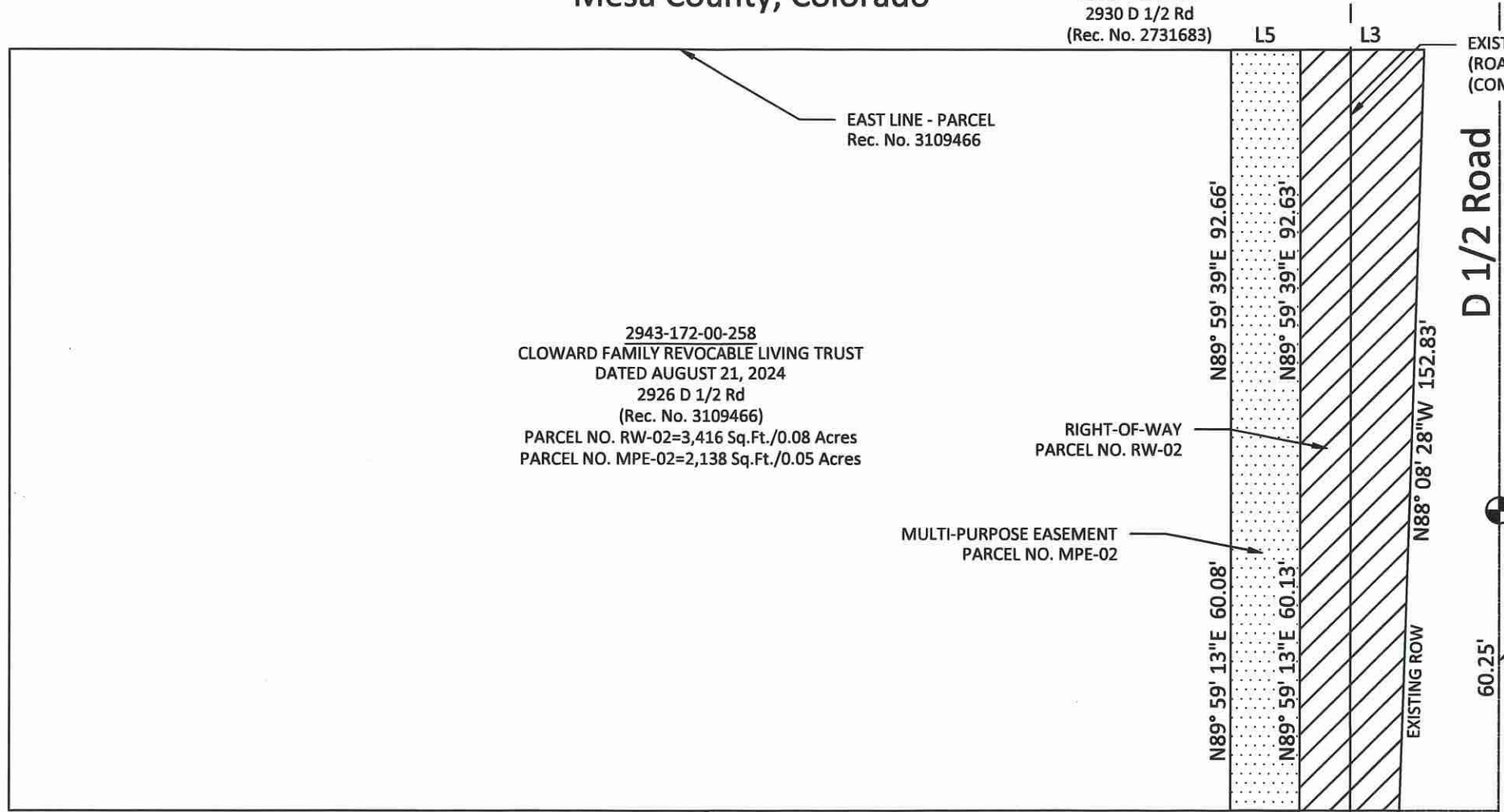
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ABBREVIATIONS

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DRAWN BY: CT
 DATE: 12-16-24
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1"=30'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 2

GRANT OF MULTI-PURPOSE EASEMENT

370-F04852-23

Cloward Family Revocable Living Trust Dated August 21, 2024, Grantor, 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 Perpetual Multi-Purpose 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 and repair of said utilities and appurtenances, which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees, grade structures, , on, along, over, under, through and across the following 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 Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2943-172-00-258

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 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 shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, 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 to remove such obstacles from the Easement. If Grantor does 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 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 hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

RTN TO: FNT 1755 TELSTAR DR #101 C/S 80920

Executed and delivered this 13 day of November, 2024.

Entity: **Cloward Family Revocable Living Trust Dated August 21, 2024**

By: Betty Cloward
Betty Cloward, Trustee

By: Thomas O. Cloward
Thomas O. Cloward, Trustee

STATE OF Colorado)

)ss.

COUNTY OF Mesa)

The forgoing instrument was acknowledged before me this 13 day of November,
2024, by Betty Cloward and Thomas O. Cloward
as Trustees of Cloward Family Revocable Living Trust Dated August 21, 2024.

Witness my hand and official seal.

My commission expires: 12-31-2027



Justina Louise Thompson
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-172-00-258

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-02

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Thence along the west line of said entire tract, N.00°00'47"W. a distance of 14.00 feet; thence N.89°59'13"E. a distance of 60.08 feet; thence N.89°59'39"E. a distance of 92.66 feet to a point in the east line of said entire tract; thence S.00°00'49"E. along said east line, a distance of 14.00 feet to the northeast corner of Right-of-Way Parcel No. RW-02; thence along the north line of said RW-02 the following courses: S.89°59'39"W. a distance of 92.63 feet; thence S.89°59'13"W. a distance of 60.13 feet to the Point of Beginning.

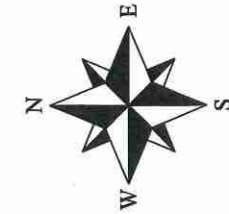
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Authored by: Ted T. Taggart, PLS #37075
Wasatch Surveying Associates
288 Vista Valley Dr
Fruita, CO, 81521



EXHIBIT B

Portion of 2943-172-00-258
 Located in a part of the
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 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
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2943-172-00-256
 WARREN DETTMER
 2920 D 1/2 Rd

2943-172-00-258
 CLOWARD FAMILY REVOCABLE LIVING TRUST
 DATED AUGUST 21, 2024
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 (Rec. No. 3109466)
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2943-172-00-221
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 (Rec. No. 2731683)

2943-172-00-257
 ELVIN & SANDRA BOSS
 2924 D 1/2 Rd
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P.O.B. MPE-02
 P.O.B. RW-02 (SW CORNER PARCEL)
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 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

EXISTING ROW
 (Rec. No. 2465239)

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 (C-W 1/16 CORNER
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SOUTH LINE NW 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
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2943-173-00-092
 RICHARD & DIANE MILLER
 2925 D 1/2 Rd
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WEST 1/4 CORNER
 SEC. 17, T.1S, R.1E

Line Table

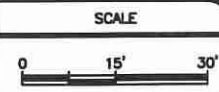
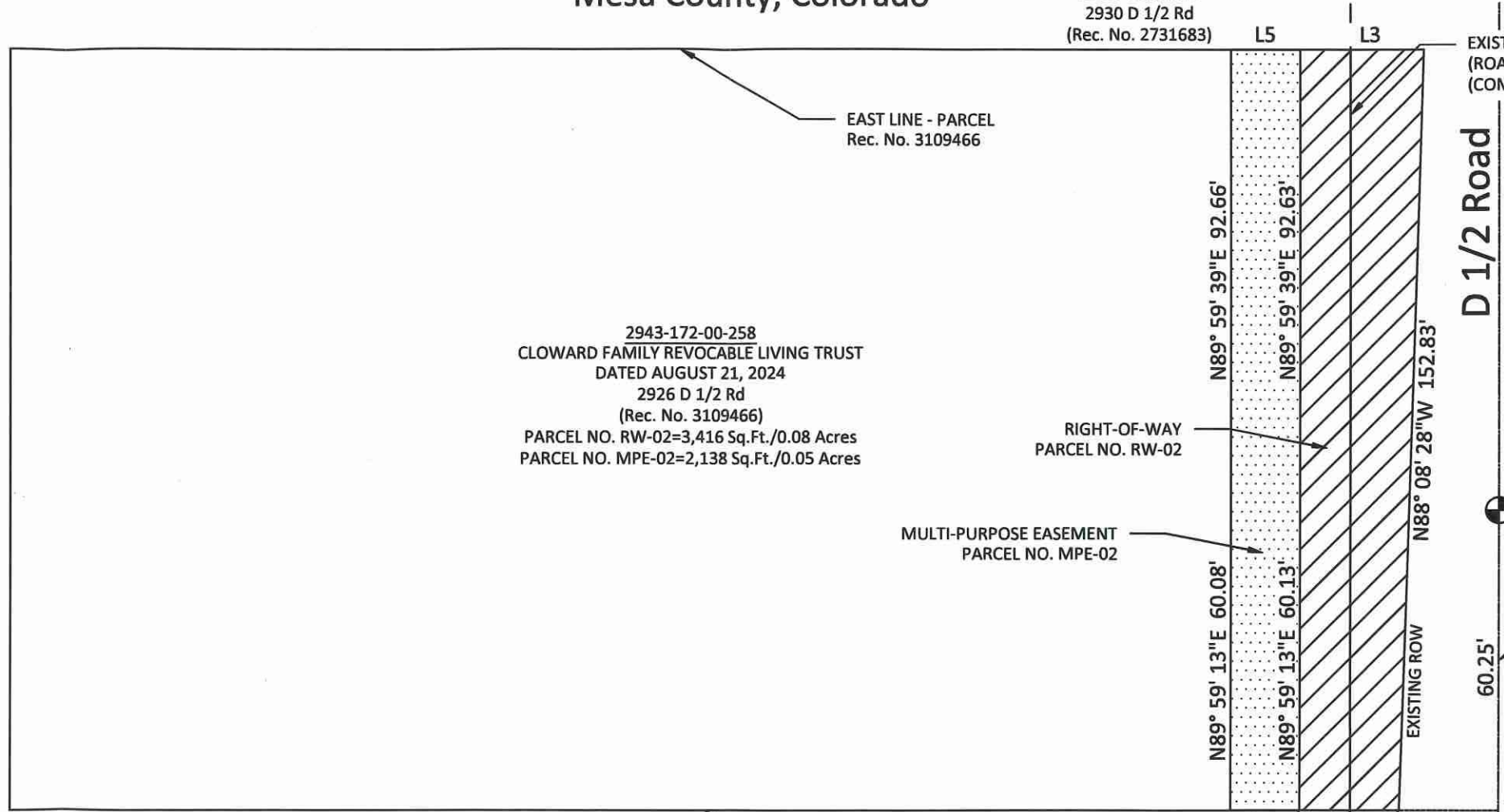
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R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

The sketch & description shown hereon have been derived from subdivision plats & 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.

DRAWN BY: CT
 DATE: 12-16-24
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1"=30'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 2

RJT TO:
FNT:
1755 TELSTAR DR #101
CIS CO 80920

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

370-F04852-23

- This Statement of Authority relates to an entity¹ named Cloward Family Revocable Living Trust
Dated August 21, 2024
- The entity is a:

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> General Partnership |
| <input checked="" type="checkbox"/> Trust | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Registered Limited Liability Partnership |
| <input type="checkbox"/> Governmental Subdivision or Agency | <input type="checkbox"/> Registered Limited Liability Limited Partnership |
| <input type="checkbox"/> Unincorporated Non-Profit Association | <input type="checkbox"/> Limited Partnership Association |
| <input type="checkbox"/> Other please explain: _____ | |

- The entity was formed under the laws of the State of Colorado.
- The mailing address for the entity is 2926 D 1/2 Road, Grand Junction, CO 81504
- The name(s) and position(s) of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is (*All Signatures are Required*)

- Betty Cloward Trustee
Name Title
- Thomas O. Cloward Trustee
Name Title

- OPTIONAL*³ The authority of the foregoing person(s) to bind the entity is limited is not limited as follows: _____
- OPTIONAL* Other matters concerning the manner in which the entity deals with its interest(s) in real property: _____
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
- The Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 13 day of November, 2024.

Entity: Cloward Family Revocable Living Trust Dated August 21, 2024

By: Betty Cloward
Betty Cloward, Trustee

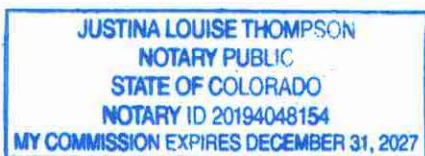
By: Thomas O. Cloward
Thomas O. Cloward, Trustee

STATE OF Colorado)
)ss.
COUNTY OF Mesa)

The forgoing instrument was acknowledged before me this 13 day of November, 2024,
by Betty Cloward and Thomas O. Cloward as
Trustees of Cloward Family Revocable Living Trust Dated August 21, 2024.

Witness my hand and official seal.

My commission expires: 12-31-2027



[Signature]
Notary Public