

August 19, 2024

Re: Conflicting Boundary Line Fence

Dear Wes and Mandy:

Thank you for speaking with me regarding the construction of the agreed upon six (6') foot perimeter fiberglass fence between our shared property line to resolve the present boundary line dispute based on the conflicting boundary evidence that demonstrates our understanding that the monuments represent the boundary line not the fence. In that regard, this letter will serve to confirm our agreement that OCONNOR STREET PROPERTIES, LLC, as the owner of the property located at 780 26 ½ Road, Grand Junction, Colorado 81506 (the "OCONNOR Property"), will accommodate you both in working out a solution for the approximate one hundred foot (100') section of existing fencing to be adjusted between the OCONNOR Property and your adjoining property located at 782 26 ½ Road, Grand Junction, Colorado 81506 (the "Hopkins Property"). That way, it will be consistent with the monuments/surveyed boundary line, not the fence. This will also confirm to you both that the new fencing will be constructed in a manner to help keep your livestock from entering the neighboring subdivision/lots. Likewise, as we agreed, the cost to construct the perimeter fence, including labor and materials, will be borne by OCONNOR STREET PROPERTIES, LLC.

Outside of that, we have also agreed that the drainage from the detention pond on my property, as shown on the attached exhibit, will be constructed in a manner that allows easy access for maintenance and repairs to the outlet of the drainage pipe. We will also work with you when we are constructing this section of fence at the drainage area to prevent your livestock from entering into the Deer Creek subdivision.

My surveyor will ensure that the final boundary line between our two properties will reflect that the fence will be constructed at least six inches (6") to twelve inches (12") on the east side of the OCONNOR Property line. If any damage occurs to any personal property on the Hopkins Property, OCONNOR STREET PROPERTIES, LLC, will be responsible for replacing that damaged property at its sole cost and expense.

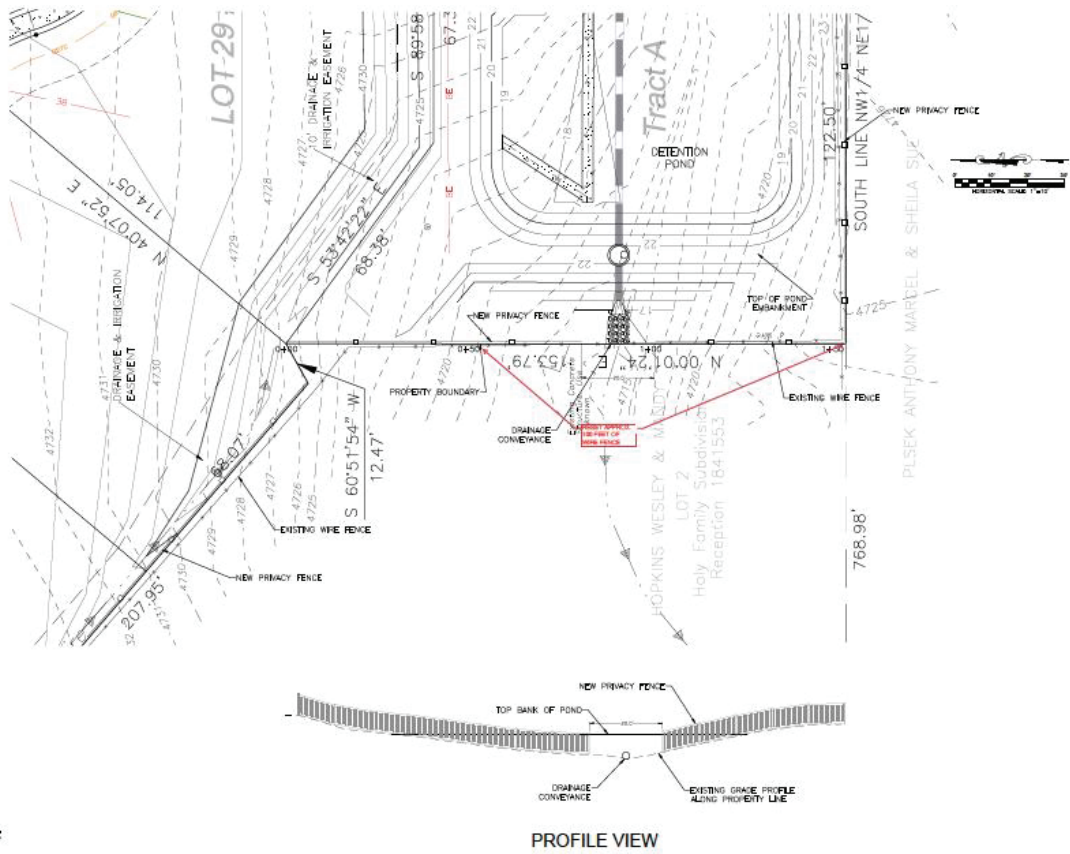
Any other costs related to the new perimeter fence shall be paid by OCONNOR STREET PROPERTIES, LLC. You will not be responsible for any of the associated costs including any survey work by our surveyor or for labor and materials to construct the new perimeter fence.

If the above terms of our agreement are acceptable to you, then please sign, notarize, and date this letter, and mail it to the property address designated in my e-mail. I will then return my signed original to you for your file.

Thank you Wes and Mandy.

Jeffrey Grant
Oconnorstreeproperties@gmail.com
650-283-9271

FENCE EXHIBIT



[SIGNATURE PAGE TO FOLLOW]

OCONNOR STREET PROPERTIES, LLC:

By: Jeffrey Grant (managing member)
Jeffrey Grant, Single Managing Member

STATE OF Colorado)
) ss.
COUNTY OF Mesa)



The foregoing instrument was acknowledged before me this 4th day of December, 2024, by Jeffrey Grant, as the single managing member of OCONNOR STREET PROPERTIES, LLC.

Witness my hand and official seal.

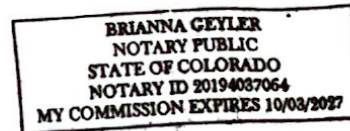
My commission expires: 2/14/2027

[Signature]
Notary Public

WESLEY D. HOPKINS II:

By: [Signature]
Wesley D. Hopkins II

STATE OF Colorado)
) ss.
COUNTY OF Mesa)



The foregoing instrument was acknowledged before me this 7th day of November, 2024, by Wesley D. Hopkins II.

Witness my hand and official seal.

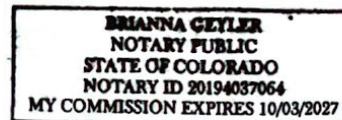
My commission expires: 10/03/2027

[Signature]
Notary Public

MANDY E. HOPKINS:

By: Mandy E. Hopkins
Mandy E. Hopkins

STATE OF Colorado)
) ss.
COUNTY OF Mesa)



The foregoing instrument was acknowledged before me this 26th day of November, 2024, by Mandy E. Hopkins.

Witness my hand and official seal.

My commission expires: 10/03/2027

[Signature]
Notary Public