

EXCLUSIVE EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS EXCLUSIVE EASEMENT AND CONSTRUCTION AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 22nd day of MAY 2025 by and between OConnor Street Properties LLC, a Colorado limited liability company, whose address is 780 26 ½ Rd/, Grand Junction, CO 81506 (GRANTOR) and Wesley David Hopkins II and Mandy Elaine Hopkins, whose address is 782 26 ½ Rd., Grand Junction, CO 81506 (HOPKINS) and Robert Hendee and Donna Hendee whose address is 776 26 ½ Rd., Grand Junction, CO 81506 (HENDEE). HOPKINS and HENDEE shall be collectively referred to as the "GRANTEES". The GRANTEES and GRANTOR may collectively be referred to as the "Parties" or separately as a "Party."

RECITALS:

- A. GRANTOR is the owner of real property in Mesa County described on the Exhibit A attached hereto and referred to herein as the "GRANTOR Property."
- B. HOPKINS is the owner of real property in Mesa County described on the Exhibit B attached hereto and referred to herein as the "HOPKINS Property."
- C. HENDEE is the owner of real property in Mesa County described on the Exhibit C attached hereto and referred to herein as the "HENDEE Property."
- D. The GRANTOR Property is burdened by an existing irrigation ditch easement used by the GRANTOR and GRANTEES running from a pipeline that conveys water from the Grand Valley Project Lateral 7A and Delivery 33LT and across the GRANTOR Property to the HOPKINS Property, referred to herein as the "Existing Easement."
- E. GRANTOR desires to develop the GRANTOR Property into residential building sites and, in connection therewith, seeks the GRANTEES' consent to alter the location of the Existing Easement and to grant to the GRANTEES a new private exclusive easement for the installation of a new private, exclusive underground irrigation pipeline on that portion of the GRANTOR Property described on Exhibit D and shown on Exhibit E, the foregoing collectively referred to herein as the "New Easement."
- F. As a condition of the GRANTEES' consent to the relocation of the Existing Easement, GRANTOR agreed to grant to the GRANTEES an exclusive easement over, under and across the GRANTOR Property and to construct a new underground irrigation pipeline therein and on the HOPKINS Property as described on Exhibit D and shown on Exhibit E attached hereto and incorporated by this reference, in accordance with plans and specifications to be developed by GRANTOR and approved by the GRANTEES.

NOW THEREFORE, in consideration of the mutual promises below, the Parties agree as follows:

- 1. *Grant of Exclusive New Easements.* GRANTOR does hereby grant and convey to the GRANTEES the exclusive easement identified herein as the "New Easement" over, under, on and across the GRANTOR Property as described on Exhibit D and shown on Exhibit E attached

hereto and incorporated by this reference for the purposes described herein and subject to the terms of this Agreement. Also, HOPKINS does hereby grant and convey to HENDEE the exclusive easement identified herein as the "New HENDEE Easement" over, under, on and across the HOPKINS Property as described on Exhibit F and shown on Exhibit G attached hereto and incorporated by this reference for the purposes described herein and subject to the terms of this Agreement.

- a. The New Easement shall be used for the initial construction, installation, seasoning and testing of a new underground irrigation pipeline and all improvements associated therewith running from the existing pipeline on 790 26 ½ Rd. to the HOPKINS Property and thereafter for the operation, maintenance, repair, protection, inspection, removal and replacement of the new underground irrigation pipeline and all improvements associated therewith. The New HENDEE Easement shall be used for the initial construction, installation, seasoning and testing of a new underground irrigation pipeline on the HOPKINS Property running from the new irrigation pipeline to be installed within the New Easement that will discharge into the existing delivery ditch on the HOPKINS property that HOPKINS and HENDEE currently share and thereafter for the operation, maintenance, repair, protection, inspection, removal and replacement of the new underground irrigation pipeline on the HOPKINS Property.
 - b. Except as is expressly permitted in this Agreement, the New Easement shall solely and only be used by the GRANTEES and GRANTOR and their authorized employees, agents and contractors for purposes authorized herein. Except as is expressly permitted in this Agreement, the New HENDEE Easement shall solely and only be used by HOPKINS and HENDEE and their authorized employees, agents and contractors for purposes authorized herein.
 - c. After completion, seasoning and testing of the new irrigation pipeline in the New Easement and in the New HENDEE Easement in accordance with the plans and specifications to be developed, as provided herein, GRANTOR shall not alter the surface, the surface grade or elevation or the subsurface of the New Easement, the New HENDEE Easement or any aspect of the new irrigation pipeline and its related facilities and features without the GRANTEES' express authorization including, but not limited to, installing or constructing any surface or subsurface building, structure, , road, driveway, or other improvement in, on, under or upon the New Easement; or installing or planting any landscape feature inclusive of hardscape, trees, shrubs, or other plantings in, under or upon the New Easement.
 - d. GRANTOR shall mark the location of the new pipeline on the surface of the New Easement and the New HENDEE Easement in accordance with the City of Grand Junction design standards and such that future property owners will be able to easily determine the location of the new pipeline and the easements.
2. *GRANTOR's Warranties as to the New Easement.* GRANTOR warrants to the GRANTEE that it is the owner in fee simple with marketable title to the New Easement, that GRANTOR has full

power to convey an exclusive easement with respect to the land comprising the New Easement and that there are no recorded or unrecorded easements, restrictions or encumbrances thereon.

3. *Development of Plans and Specifications.*

- a. GRANTOR shall cause to be prepared complete plans and specifications ("Plans") for the construction and installation of a new irrigation pipeline in the New Easement and in the New HENDEE Easement. GRANTOR warrants and represents to the GRANTEES that the Plans will be created, developed and reviewed by a licensed professional engineer and will be free from any material errors, defects or omissions, and will be accurate and suitable for the construction and installation of the new pipeline. The Plans shall include a geotechnical report of surface and subsurface soils conditions. The Parties have agreed to the plans attached hereto as Exhibit H.
- b. The Plans shall be subject to review, approval and acceptance by the GRANTEES. Approval and acceptance of the Plans shall be in the sole and absolute discretion of the GRANTEES. In the event the GRANTEES reject the Plans, then the GRANTEES shall notify GRANTOR of the reasons, if any, for the rejection of the Plans.
- c. GRANTOR acknowledges and agrees that the GRANTEES' review of the Plans, including the review of the same by any engineer or consultant engaged by the GRANTEES for such purpose, is solely and only for the use and benefit of the GRANTEES and is not intended, nor shall it be construed to be or constitute the GRANTEES' certification or acceptance thereof as accurate or sufficient, or to be or constitute a waiver, release or other limitation upon GRANTOR's warranty as set forth above, or a waiver, release or other limitation on the GRANTEES' right to assert claims against GRANTOR or his consultants or engineers responsible for preparing the Plans as a result of any material errors, omissions or defects therein.
- d. GRANTOR may not rely in whole or in part upon the GRANTEES' or their consultant's review of the Plans, or the approval of any portion thereof, as a basis to assert negligence or breach of contract, or comparative negligence, on the part of the GRANTEES or their engineer or other consultant(s), or as a basis to assert any warranty or representation on the part of the GRANTEES or their engineer(s) or consultant(s) with respect to the suitability or accuracy of the Plans.

4. *Construction, Installation, Seasoning and Testing of the New Pipeline.*

- a. GRANTOR shall perform, contract or engage, or obtain or otherwise provide for, all labor, materials, equipment, supplies, permits, licenses and access rights that are reasonable or necessary for the commencement and completion of the installation of the new underground pipeline in the New Easement and in the New HENDEE Easement together with all improvements and features related thereto in accordance with the Plans, hereafter collectively referred to as the "Work."
- b. GRANTOR shall coordinate all Work with the GRANTEES, including the anticipated times, dates or points of construction and any inspection by any governmental entity having jurisdiction over the Work. The Work shall be done once the GRANTEES have stopped

irrigating. If it is realistically not feasible for the Work to be done outside of the irrigation season, then GRANTOR shall ensure that the GRANTEES can continue to use the existing

irrigation ditch or shall place an above ground temporary pipeline or other alternative that will continue to provide water to the GRANTEES during the Work. In no event shall the GRANTEES be without water for more than two days.

- c. GRANTOR shall ensure that the large aspen tree located near the New HENDEE Easement shall not be harmed by the construction of the new pipeline. GRANTOR shall promptly backfill any excavations made by GRANTOR, its employees, agents or contractors in the New HENDEE Easement, and shall grade the surface as closely as possible to its original contours.
- d. All Work shall be prosecuted and completed with reasonable diligence after commencement thereof. GRANTOR assumes all risk of the physical condition of the surface and subsurface of the New Easement and of the New HENDEE Easement and their suitability for installation, operation, maintenance and repair of the new pipeline.
- e. All Work shall be strictly in conformance with the Plans, shall be pursued with diligence and in a good and workmanlike manner, and shall comply with all laws, ordinances, rules, regulations and orders of any applicable governmental authority bearing on the performance of the Work, including any applicable building or construction codes. Any Work not conforming thereto shall be corrected by GRANTOR immediately at his sole expense.
- f. GRANTOR shall pay all costs, expenses, fees, or other disbursements which are reasonable or necessary for the performance of the Work in a timely manner.
- g. GRANTOR shall be solely responsible for all construction means, methods, techniques and sequences and procedures, subject to the GRANTOR's obligation to coordinate with GRANTEES, and to complete all Work in accordance with this Agreement. GRANTOR shall further be solely responsible for obtaining or contracting for all labor, materials, equipment, tools, machinery, utilities, transportation and other services necessary for the proper execution and completion of the Work and shall be solely and absolutely obligated to pay any costs or expenses therefor.
- h. GRANTOR shall ensure that all persons, contractors and subcontractors performing the Work shall be skilled in any task assigned to them.
- i. GRANTOR shall be responsible for initiating, maintaining and supervising reasonable safety precautions and programs in connection with the Work to prevent bodily injury, death or property damage to any person, contractor, subcontractors or members of the general public.
- j. GRANTOR shall not allow any mechanic's lien or other encumbrance to be placed upon the Work or the HOPKINS Property in connection with the performance of the Work. In the event any mechanic's lien or other encumbrance is asserted or filed on the Work or the HOPKINS Property, GRANTOR shall cause the immediate removal thereof by payment or bond under the Colorado Mechanic's Lien Act.

- k. GRANTOR shall purchase and maintain or, if the Work is performed by independent contractors, require the independent contractors to purchase and maintain statutory worker's compensation and unemployment insurance.
 - l. Upon completion of the Work, GRANTOR shall remove all waste material and rubbish from the New Easement and the New HENDEE Easement, as well as all tools, construction equipment, machinery and surplus machinery.
 - m. GRANTOR shall give the GRANTEES timely notice of readiness for inspection of any aspects of the Work that require inspection by any governmental entity having authority over the same, or on which the GRANTEES or their engineer(s) requests inspection. For any aspect of the Work requiring inspection by the GRANTOR or its engineers, GRANTOR shall furnish the GRANTEES with any required certificates of inspection, testing or approval. The conduct of any inspections, tests or approvals by the GRANTEES or its engineer or consultant shall not relieve GRANTOR from any obligation under this Agreement. If any aspect of the Work requiring inspection, testing or approval is covered up and GRANTOR fails to obtain documentation that the covered up Work has been inspected, tested and approved, then GRANTOR shall uncover such Work, at his expense and conduct such inspection, testing and approval and provide documentation of the same to the GRANTEES.
 - n. For a period of one year following substantial completion of the new pipeline in the New Easement and in the New HENDEE Easement, GRANTOR shall season and test the new pipeline to insure the new pipeline performs and functions according to its intended purpose of delivering irrigation water to the existing delivery ditch on the HOPKINS Property and that it functions in compliance with the Plans. GRANTOR shall correct and cure at its expense any deficiencies in performance or function or deviations from the Plans.
 - o. GRANTOR shall indemnify and hold the GRANTEES harmless from and against any loss or liability for personal injury, property damage or death arising from or in connection with or caused by the performance of the Work by GRANTOR or any contractor engaged by him to perform the Work.
5. *Termination of Existing Easement.* The GRANTEES shall terminate the Existing Easement by executing and delivering to GRANTOR a statutory form of quit claim deed when: (i) the Plans are developed, approved and accepted, (ii) the new pipeline and its related features are constructed and installed in compliance with the Plans and (iii) the new pipeline is seasoned, tested and certified to function and perform for its intended purpose and in compliance with the Plans and accepted by the GRANTEES. Until the occurrence of each of these events, the Existing Easement and the existing pipeline situated therein shall remain in place and in use and all legal rights related thereto shall remain in full force and effect.
6. *Operation, Maintenance and Repair of New Pipeline in the New Easement.* After the installation, seasoning, testing and acceptance of the new pipeline in the New Easement, the Parties shall share the operation, maintenance, repair, protection, inspection, removal and replacement the new pipeline as tenants in common and in accordance with Colorado law. In connection therewith, the Parties may improve, alter or excavate the New Easement surface and subsurface as is

reasonable or necessary to conduct or to facilitate any operation, maintenance, repair, removal or replacement of the new pipeline and its associated improvements without liability resulting from the disturbance or alteration of the surface or subsurface of the New Easement to GRANTOR or other person or entity having any present or acquiring any subsequent interest in the New Easement of GRANTOR Property. In addition, the GRANTEES shall have unrestricted ingress and egress over and across the GRANTOR Property for operation, maintenance, repair, protection, inspection, removal and replacement of the new pipeline within the New Easement.

7. *Use of the Surface of the New Easement.* No person or entity, including the owner(s) of the property where the New Easement is located, shall be entitled to construct buildings, roads, or other structures or improvements on, under, along, over or across the New Easement; store items on the New Easement; drive motor vehicles, or other motorized vehicles on the New Easement; or plant trees, shrubs, plants or otherwise cultivate any portion of the New Easement. The failure of the GRANTEES to enforce any provisions of this paragraph shall not act as a waiver to prevent enforcement of such provisions at some later time. The GRANTEES may require the owner of any obstruction placed on, in, under or over the New Easement to remove the obstruction. If the owner does not remove an obstruction after notice from the GRANTEES, GRANTEES may remove the obstruction, and the owner shall reimburse GRANTEES for all their costs to do so. GRANTOR shall include these limitations and restrictions within the Declaration of Covenants, Conditions and Restrictions for the Deer Creek Subdivision ("CCRs"). GRANTEES shall be provided the draft CCRs to ensure that they are in compliance with this Agreement before the CCRs are recorded. If the CCRs are not in compliance, GRANTOR shall ensure that they are modified to comply before recording.
8. *Operation, Maintenance and Repair of New Pipeline in the New HENDEE Easement.* After the installation, seasoning, testing and acceptance of the new pipeline in the New HENDEE Easement, HOPKINS and HENDEE shall share the operation, maintenance, repair, protection, inspection, removal and replacement the new pipeline as tenants in common and in accordance with Colorado law. In connection therewith, HOPKINS and HENDEE may improve, alter or excavate the New HENDEE Easement surface and subsurface as is reasonable or necessary to conduct or to facilitate any operation, maintenance or repair of the new pipeline without liability resulting from the disturbance or alteration of the surface or subsurface of the New HENDEE Easement to HOPKINS or other person or entity having any present or acquiring any subsequent interest in the New HENDEE Easement. In addition, HENDEE shall have unrestricted ingress and egress over and across the HOPKINS Property for operation, maintenance, repair, protection, inspection, removal and replacement of the new pipeline within the New HENDEE Easement.
9. *Driveway, Septic System, and Irrigation Crossings.* No public or private streets, roads, driveways, septic systems, or irrigation lines shall be constructed or installed on, over, under or across the New Easement unless approved by the GRANTEES in writing. In the event any such crossings are requested, then the GRANTEES may require preparation and submittal of complete plans and specifications for each crossing for approval by the GRANTEES in their sole and absolute discretion, a crossing agreement regarding the installation, maintenance and repair of the crossing structures in a form acceptable to the GRANTEES and restrictions on the location and number of crossings including requirements that utility crossings be consolidated within approved driveway crossings. Nothing contained in this paragraph is intended nor shall it be construed to

be or constitute an approval of or limitation upon the terms or conditions required by the GRANTEES for approval of any crossing.

10. *Remedies, Enforcement and Termination.* In the event GRANTOR violates any term or provision hereof, then, without limiting any other legal or equitable right or remedy available to the GRANTEES, the GRANTEES may terminate this Agreement and continue its use of the Existing Easement and existing irrigation ditch. In addition, or in the alternative, the GRANTEES may seek to enforce this Agreement by legal proceedings including, declaratory relief, specific performance, injunction or other form of equitable relief as is appropriate in the circumstances. Venue is agreed to be in the District Court for Mesa County, Colorado. The court shall award reasonable attorney's fees, costs and expert witness fees to the prevailing party in any legal or equitable proceeding brought to enforce the terms hereof.
11. *Notice.* Notice to a Party shall be deemed sufficiently given if in writing, upon mailing, United States mail, postage prepaid, certified and return receipt requested, to the Parties addresses as set forth after their names above.
12. *Recording.* This Agreement shall be recorded with the Clerk and Recorder of Mesa County, Colorado.
13. *Integration and Benefit.*
 - a. This Agreement is intended to be the complete and integrated expression of the Parties' agreements regarding the subject matter hereof, there being no other verbal agreements. The Temporary Irrigation Easement Agreement signed by Grantor and the Hopkins dated November 15, 2024, which has not been recorded, is null and void and of no effect and is replaced by this Agreement.
 - b. This Agreement and all terms and conditions hereof shall be deemed and are agreed to be covenants that touch, concern, burden and run with the GRANTOR Property, the HOPKINS Property and the HENDEE Property for the use and benefit of the HOPKINS Property and the HENDEE Property and shall bind GRANTOR and the GRANTEES and all persons or entities subsequently acquiring any interest in or to the GRANTOR Property, HOPKINS Property and the HENDEE Property, and their heirs, successors and legal representatives.

DATED the year and date first written above.

GRANTOR:

OConnor Street Properties LLC

By: Jeffrey Grant (managing member)
Jeffrey Grant, Member Manager

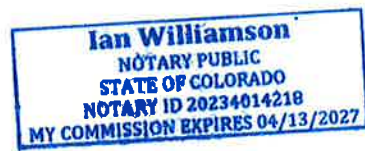
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 22nd day of May, 2025, by Jeffrey Grant, Member Manager of OConnor Street Properties, LLC, GRANTOR.

Witness my hand and official seal.

My commission expires: 04/13/2027.

Ian Williamson
Notary Public



GRANTEES:

HOPKINS


Wesley David Hopkins II

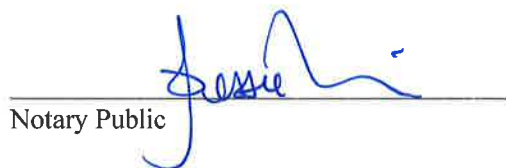

Mandy Elaine Hopkins

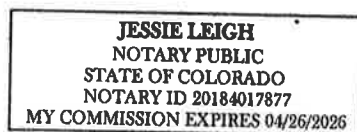
STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 22nd day of May, 2025, by Wesley David Hopkins II, and Mandy Elaine Hopkins, GRANTEES.

Witness my hand and official seal

My commission expires: 04/26/2026.


Notary Public



HENDEE

Robert Hendee
Robert Hendee

Donna Hendee
Donna Hendee

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 22nd day of May, 2025, by Robert Hendee and Donna Hendee, GRANTEES.

Witness my hand and official seal

My commission expires: 04/26/2026.

Jessie Leigh
Notary Public

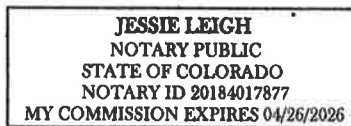


EXHIBIT A
GRANTOR PROPERTY

BEG S 0DEG07'30SEC E 657.5FT + S 89DEG53'30SEC E 1101FT + N 65DEG46' E 242.6FT FR N4 COR SEC 35
IN 1W UM S 65DEG46' W 722.2FT S 19DEG19'30SEC W 186.3FT S 49DEG16' E 208.5FT N 60DEG58' E
12.47FT S 0DEG01'30SEC W 155.8FT S 89DEG53'30SEC E 551.4FT N 0DEG01'30SEC E 758.8FT TO BEG
EXC THOSE PORTIONS CONVEYED IN BOUNDARY LINE AGREEMENTS RN-3091175 RN-3091176 RN-
3091177 RN-3091178 RN-3091179 ALL RECD 4/23/2024 AND SCRIVENER'S ERRORS CORRECTED PER
AFFIDAVITS RN-3093976 RN-3093977 RN-3093978 ALL RECD 5/22/2024 MESA CO RECDS - 8.83AC

Parcel Number: 2701-351-00-062

Street Address: 780 26 ½ Rd, Grand Junction, CO 81506

EXHIBIT B
HOPKINS PROPERTY

LOT 2 HOLY FAMILY SUBDIVISION SEC 35 1N 1W

Parcel Number: 2701-351-60-002

Street Address: 782 26 ½ Rd., Grand Junction, CO 81506

EXHIBIT C
HENDEE PROPERTY

BEG SW COR NW4NE4 SEC 35 1N 1W N 260FT E 301.77FT S 259.75FT TO S LI NW4NE4 W TO BEG

Parcel Number: 2701-351-00-006

Street Address: 26 ½ Rd., Grand Junction, CO 81506

Exhibit D

Irrigation Easement

An Irrigation Easement being a portion of the property described at, Reception Number 3078030, situate in the NW1/4 of the NE1/4 of Section 35, Township 1 North, Range 1 West, of the Ute Meridian, being more specifically described as follows:

Commencing at the East 1/16 Corner of Section 35, Whence the Northeast 1/16 Corner of said Section 35 Bears S00°04'49"E, a distance of 1318.22 feet, with all bearings being relative Thence S00°04'49"E a distance of 561.55 Feet; Thence S65°42'10"W a distance of 8.32 Feet, to the northeast corner of said property, and the Point of Beginning; Thence the following courses and distances;

Along the easterly line of said parcel, S00°29'56"E a distance of 10.93 Feet;

Leaving said easterly line, S65°42'10"W a distance of 703.59 Feet;

S19°35'21"W a distance of 87.61 Feet;

Along the arc of a 13.50 foot radius non-tangent curve to the right for a distance of 8.91 feet, with a chord which bears S64°44'37"W a distance of 8.75 Feet, and a central angle of 37°49'21";

S83°39'18"W a distance of 4.23 feet, to the westerly line of said property;

Along said westerly line, N19°35'21"E a distance of 99.88 Feet, to the northwest corner of said property;

Along the northerly line of said property, N65°42'10"E a distance of 712.26 Feet, to the Point of Beginning.

Containing approximately 8,027 Square Feet.

This description was prepared by Jodie Grein LS-38075 for Rolland Consulting Engineers, 405 Ridges Blvd., Grand Junction, CO. 970-243-8300



1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S 00°04'49" E for a distance of 1318.22 feet, located between a Mesa County Survey Marker for the East 1/16 Corner, and a 2" Alloy cap LS-28419, being a 2.0" witness corner for the Northeast 1/16 Corner of Section 35, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.

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

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



Jodie L. Gray
Registered Professional Land Surveyor
P.L.S. No. 38075

EXHIBIT E
IRRIGATION EASEMENT
IN THE NW1/4 NE1/4 OF
SECTION 35, T. 1 N., R. 1
UTE MERIDIAN,
CITY OF GRAND JUNCTION,
MESA COUNTY, COLORADO

**Rolland Consulting
Engineers, LLC**
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.ireeg.com

CURVE	ARC LEN	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LEN
C1	8.91'	13.50'	37°49'21"	S 64°44'37" W	8.75'

LINE	BEARING	DISTANCE
L1	S 00°29'56" E	10.93'
L2	S 65°42'10" W	703.59'
L3	S 19°35'21" W	87.61'
L4	S 83°39'18" W	4.23'
L5	N 19°35'21" E	99.88'
L6	N 65°42'10" E	712.26'

Northeast 1/16, Sec. 35, T1N, R1W, UM, 2" Aluminum Cap, PLS 29419 2.0' -N, 0.1' Above Ground

2701-351-00-008
ERICKSON ANGELA GWEN

NOT A SURVEY PLAT

Drawn JLG	Designed JLG	Checked JAM	File Name: C:\PROJECTS\C4448\BILA.DWG
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Proj#	C4448
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Date: 4/28/25	Rv: 5/14/25
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Sheet 1	Of
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Exhibit F

Hendee Irrigation Easement

An Irrigation Easement being a portion of the property described at, Reception Number 2931231, situate in the NW1/4 of the NE1/4 of Section 35, Township 1 North, Range 1 West, of the Ute Meridian, being more specifically described as follows:

Commencing at the northeast 1/16 Corner of Section 35, Whence the Center North 1/16 Corner of said Section 35 Bears N89°58'22"W, a distance of 1319.20 feet, with all bearings being relative Thence N60°52'56"W a distance of 782.86 Feet, to a point on the easterly line of the said property from which the northeast corner of said property at Reception Number 2931231 bears N19°35'21"E a distance of 21.32 Feet, and also the Point of Beginning; Thence the following courses and distances;

Along said easterly line, S19°35'21"W a distance of 73.53 Feet;

Leaving said easterly line, S41°28'01"W a distance of 41.02 Feet;

N48°31'59"W a distance of 10.00 Feet;

N41°28'01"E a distance of 39.08 Feet;

N19°35'21"E a distance of 61.93 Feet;

N65°32'56"E a distance of 13.92 Feet, to the Point of Beginning.

Containing approximately 1,078 Square Feet.

This description was prepared by Jodie Grein LS-38075 for Rolland Consulting Engineers, 405 Ridges Blvd., Grand Junction, CO. 970-243-8300



EXHIBIT G



GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is S 89°58'22" E for a distance of 1319.20 feet, located between the Northeast 1/16 Corner, and the Center North 1/16 Corner of Section 35, Township 1 North, Range 1 West, of the Ute Meridian, Mesa County, Colorado.
- The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



Jodie L. Green
Registered Professional Land Surveyor
P.L.S. No. 38075



Rolland Consulting
Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-6300
Fax: (970) 241-1273
www.rceng.com

**EXHIBIT G HENDEE
IRRIGATION EASEMENT**
IN THE NW1/4 NE1/4 OF
SECTION 35, T. 1 N., R. 1 W.
UTE MERIDIAN,
CITY OF GRAND JUNCTION,
MESA COUNTY, COLORADO

Date: 5/14/25 Rv:

Proj# C4448

File Name: C:\PROJECTS\C3424\C3424-HENDEE.DWG

Checked JAM

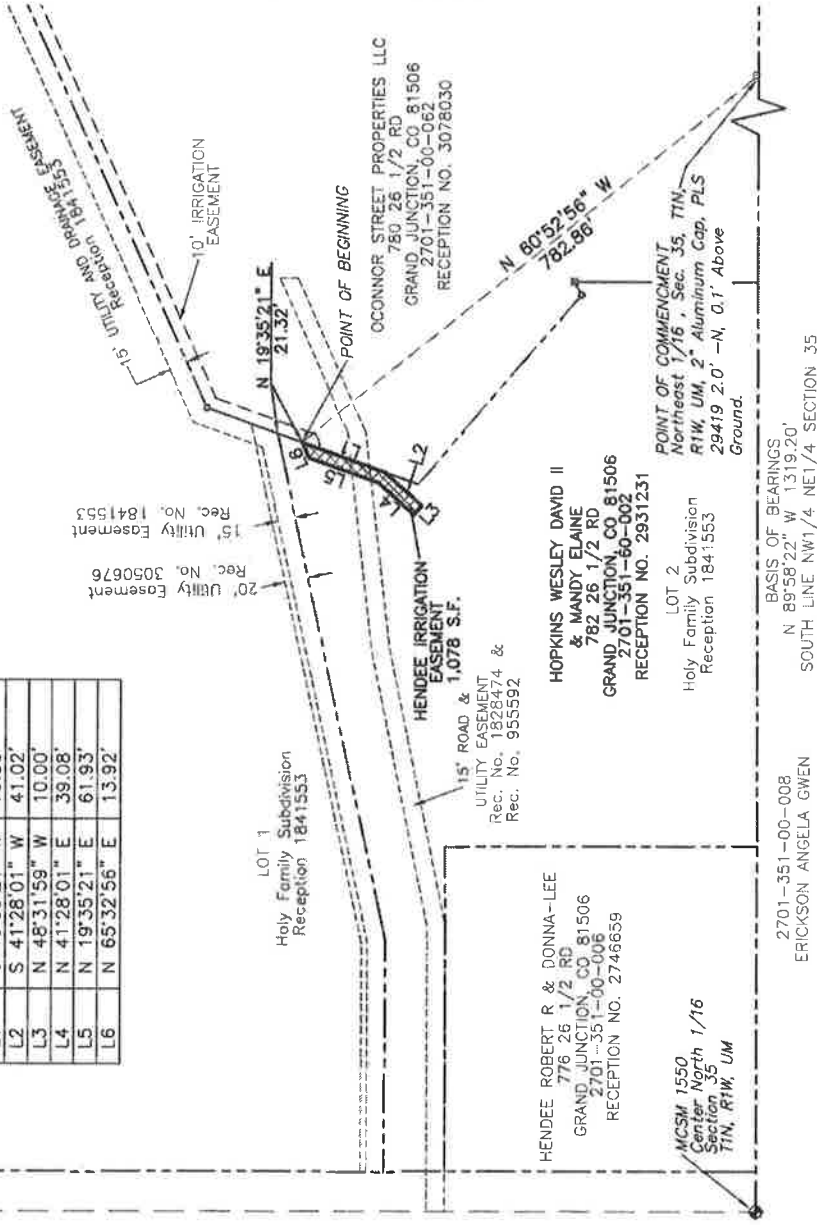
Designed JLG

Drawn JLG

Sheet 1

Of 1

LINE	BEARING	DISTANCE
L1	S 19°35'21" W	73.53'
L2	S 41°28'01" W	41.02'
L3	N 48°31'59" W	10.00'
L4	N 41°28'01" E	39.08'
L5	N 19°35'21" E	61.93'
L6	N 65°32'56" E	13.92'



NOT A SURVEY PLAT

REVISIONS	DATE	BY	DESCRIPTION
1	12/12/2019	MM	INITIAL DESIGN
2	01/14/2020	MM	REVISED PER COMMENTS
3	02/11/2020	MM	REVISED PER COMMENTS
4	03/10/2020	MM	REVISED PER COMMENTS
5	04/07/2020	MM	REVISED PER COMMENTS
6	05/05/2020	MM	REVISED PER COMMENTS
7	06/02/2020	MM	REVISED PER COMMENTS
8	07/01/2020	MM	REVISED PER COMMENTS
9	08/01/2020	MM	REVISED PER COMMENTS
10	09/01/2020	MM	REVISED PER COMMENTS
11	10/01/2020	MM	REVISED PER COMMENTS
12	11/01/2020	MM	REVISED PER COMMENTS
13	12/01/2020	MM	REVISED PER COMMENTS
14	01/01/2021	MM	REVISED PER COMMENTS
15	02/01/2021	MM	REVISED PER COMMENTS
16	03/01/2021	MM	REVISED PER COMMENTS
17	04/01/2021	MM	REVISED PER COMMENTS
18	05/01/2021	MM	REVISED PER COMMENTS
19	06/01/2021	MM	REVISED PER COMMENTS
20	07/01/2021	MM	REVISED PER COMMENTS
21	08/01/2021	MM	REVISED PER COMMENTS
22	09/01/2021	MM	REVISED PER COMMENTS
23	10/01/2021	MM	REVISED PER COMMENTS
24	11/01/2021	MM	REVISED PER COMMENTS
25	12/01/2021	MM	REVISED PER COMMENTS
26	01/01/2022	MM	REVISED PER COMMENTS
27	02/01/2022	MM	REVISED PER COMMENTS
28	03/01/2022	MM	REVISED PER COMMENTS
29	04/01/2022	MM	REVISED PER COMMENTS
30	05/01/2022	MM	REVISED PER COMMENTS
31	06/01/2022	MM	REVISED PER COMMENTS
32	07/01/2022	MM	REVISED PER COMMENTS
33	08/01/2022	MM	REVISED PER COMMENTS
34	09/01/2022	MM	REVISED PER COMMENTS
35	10/01/2022	MM	REVISED PER COMMENTS
36	11/01/2022	MM	REVISED PER COMMENTS
37	12/01/2022	MM	REVISED PER COMMENTS
38	01/01/2023	MM	REVISED PER COMMENTS
39	02/01/2023	MM	REVISED PER COMMENTS
40	03/01/2023	MM	REVISED PER COMMENTS
41	04/01/2023	MM	REVISED PER COMMENTS
42	05/01/2023	MM	REVISED PER COMMENTS
43	06/01/2023	MM	REVISED PER COMMENTS
44	07/01/2023	MM	REVISED PER COMMENTS
45	08/01/2023	MM	REVISED PER COMMENTS
46	09/01/2023	MM	REVISED PER COMMENTS
47	10/01/2023	MM	REVISED PER COMMENTS
48	11/01/2023	MM	REVISED PER COMMENTS
49	12/01/2023	MM	REVISED PER COMMENTS
50	01/01/2024	MM	REVISED PER COMMENTS
51	02/01/2024	MM	REVISED PER COMMENTS
52	03/01/2024	MM	REVISED PER COMMENTS
53	04/01/2024	MM	REVISED PER COMMENTS
54	05/01/2024	MM	REVISED PER COMMENTS
55	06/01/2024	MM	REVISED PER COMMENTS
56	07/01/2024	MM	REVISED PER COMMENTS
57	08/01/2024	MM	REVISED PER COMMENTS
58	09/01/2024	MM	REVISED PER COMMENTS
59	10/01/2024	MM	REVISED PER COMMENTS
60	11/01/2024	MM	REVISED PER COMMENTS
61	12/01/2024	MM	REVISED PER COMMENTS
62	01/01/2025	MM	REVISED PER COMMENTS
63	02/01/2025	MM	REVISED PER COMMENTS
64	03/01/2025	MM	REVISED PER COMMENTS
65	04/01/2025	MM	REVISED PER COMMENTS
66	05/01/2025	MM	REVISED PER COMMENTS
67	06/01/2025	MM	REVISED PER COMMENTS
68	07/01/2025	MM	REVISED PER COMMENTS
69	08/01/2025	MM	REVISED PER COMMENTS
70	09/01/2025	MM	REVISED PER COMMENTS
71	10/01/2025	MM	REVISED PER COMMENTS
72	11/01/2025	MM	REVISED PER COMMENTS
73	12/01/2025	MM	REVISED PER COMMENTS
74	01/01/2026	MM	REVISED PER COMMENTS
75	02/01/2026	MM	REVISED PER COMMENTS
76	03/01/2026	MM	REVISED PER COMMENTS
77	04/01/2026	MM	REVISED PER COMMENTS
78	05/01/2026	MM	REVISED PER COMMENTS
79	06/01/2026	MM	REVISED PER COMMENTS
80	07/01/2026	MM	REVISED PER COMMENTS
81	08/01/2026	MM	REVISED PER COMMENTS
82	09/01/2026	MM	REVISED PER COMMENTS
83	10/01/2026	MM	REVISED PER COMMENTS
84	11/01/2026	MM	REVISED PER COMMENTS
85	12/01/2026	MM	REVISED PER COMMENTS
86	01/01/2027	MM	REVISED PER COMMENTS
87	02/01/2027	MM	REVISED PER COMMENTS
88	03/01/2027	MM	REVISED PER COMMENTS
89	04/01/2027	MM	REVISED PER COMMENTS
90	05/01/2027	MM	REVISED PER COMMENTS
91	06/01/2027	MM	REVISED PER COMMENTS
92	07/01/2027	MM	REVISED PER COMMENTS
93	08/01/2027	MM	REVISED PER COMMENTS
94	09/01/2027	MM	REVISED PER COMMENTS
95	10/01/2027	MM	REVISED PER COMMENTS
96	11/01/2027	MM	REVISED PER COMMENTS
97	12/01/2027	MM	REVISED PER COMMENTS
98	01/01/2028	MM	REVISED PER COMMENTS
99	02/01/2028	MM	REVISED PER COMMENTS
100	03/01/2028	MM	REVISED PER COMMENTS

PHASE PLAN REVIEW

DRAWING TITLE

OVERALL IRRIGATION PLAN

SHEET NUMBER

IR-1

