

IRRIGATION EASEMENT AGREEMENT

THIS IRRIGATION EASEMENT AGREEMENT (the "**Agreement**") is hereby made and entered into this 23 day December, 2024, by and between Wesley David Hopkins II and Mandy Elaine Hopkins (hereinafter collectively referred to as "**Grantors**"), whose legal address is 782 26 ½ Road, Grand Junction, Colorado 81506, and OConnor Street Properties LLC, whose legal address is 780 26 ½ Road, Grand Junction, Colorado 81506 ("**Grantee**") (hereinafter collectively referred to as the "**Parties**").

RECITALS

A. Grantors are the owners of that certain parcel of real property located in the County of Mesa, State of Colorado, located at 782 26 ½ Road, Grand Junction, Colorado 81506, and being more particularly described as Lot 2 of Holy Family Subdivision (the "**Grantors' Parcel**"); and

B. Grantee is the owner of that certain parcel of real property located in the County of Mesa, State of Colorado known as the Deer Creek Subdivision (the "**Property**"); said property being more particularly described and depicted on the Plat for the Deer Creek Subdivision, which has either been previously recorded or contemporaneously recorded herewith in the real property records of the Mesa County Clerk and Recorder (the "**Plat**"); and

C. Grantee desires to acquire a ten foot (10') non-exclusive, perpetual easement across certain portions of the Grantors' Parcel, all as more particularly described and depicted on the Plat and incorporated herein by this reference, for the benefit of the Property for the operation, maintenance, repair, and replacement of above ground and underground irrigation water facilities, pipes, pipeline, and appurtenances related thereto, with the right of ingress and egress for those purposes upon the terms and conditions set forth in this Agreement; and

D. Grantors are willing to grant and convey said ten foot (10') non-exclusive, perpetual easement across the Property, all as more particularly described and depicted on the Plat and incorporated herein by this reference, for the installation, construction, operation, maintenance, repair, and replacement of above ground and underground irrigation water facilities, pipes, pipeline, lines, utilities, and appurtenances related thereto, together with the right of ingress and egress for those purposes upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** The Grantors do hereby grant and convey to the Grantee a ten foot (10') non-exclusive easement on, over, under, and across the Grantors' Parcel, all as more particularly described and depicted on the Plat and incorporated herein by this reference, for the benefit of the Property for the installation, construction, operation, maintenance, repair, and replacement of above ground and underground irrigation water facilities, pipes, pipeline, lines, utilities, and appurtenances related thereto, together with the right of ingress and egress for those purposes, as more particularly described, located, and depicted on the Plat (the "**Easement**").

2. **Purpose of Easement.** The Easement is granted by the Grantor to the Grantees is only for the purposes of the installation, construction, operation, maintenance, repair, and replacement of above-ground and underground irrigation water facilities, pipes, pipeline, lines, utilities, and appurtenances related

thereto, together with the right of ingress and egress upon said Easement for those purposes. No other uses are permitted on, over, under, through or around the Easement.

3. **Uses by Grantors.** Grantors shall not interfere with the use and enjoyment of the Easement by Grantee as expressly granted herein. No improvements shall be planted, placed or constructed on or within said Easement by Grantors which materially interferes with Grantee's permitted use of the Easement, unless said improvement(s) are necessary for the development of the Property, which said determination regarding the necessity for the development of the Property shall be determined exclusively by the Grantee. Any other utilities placed within the Easement (*i.e.*, natural gas, telephone, cable, etc.) shall not be located in a manner which will unreasonably interfere with or unreasonably impair Grantee's access, construction, installation, replacement, operation, and maintenance of the facilities, infrastructure, and appurtenances related thereto with said Easement. Should any improvement be on, in, under, or over the Easement at the time of any pipeline repair, maintenance, construction, or replacement by Grantee, then Grantee shall not be responsible for the cost of removing or replacing the intruding improvement.

4. **Uses by Grantee.** Grantee shall not interfere with the Grantor's use and enjoyment of the Grantors' Parcel for the uses and purposes Grantors have historically made, presently make, and in the future will make on the Grantors' Parcel as Grantors see fit, in their sole and absolute discretion.

5. **Termination of Easement.** This Easement shall terminate upon the completion of the Grantee's construction of the necessary irrigation infrastructure and associated appurtenances as described herein, the irrigation system shall be solely on Grantee's Property and said easement will no longer be necessary.

6. **Nature of Work.** All work performed and to be performed by Grantee for the Easement shall be made using quality materials and shall be performed in a good workmanlike manner. The construction requirements shall be guided, in general, and without limitation, by generally accepted construction and engineering practices. Grantee further agrees that upon the completion of any such work on the Grantors' Parcel that Grantee will restore and return the affected or disturbed area(s) or portion(s) of the Grantors' Parcel to its original state and condition or otherwise work with Grantors to remediate and restore the impacted area(s) or portion(s) of the Grantors' Parcel to an agreeable state or condition.

7. **Attorneys' Fees and Costs.** Should it become necessary for either of the Parties to enforce or interpret the terms and conditions of this Agreement through the commencement of any legal proceeding, the Parties hereby agree that the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeal.

8. **Venue & Jurisdiction.** The Parties hereby agree that the exclusive venue for any suit, action or proceeding for the enforcement of the obligations created under this Agreement, including mediation, shall be the courts in and for Mesa County, State of Colorado.

9. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Colorado.

10. **Authority.** The Parties to this Agreement represent that they have the full power and authority to enter into and perform under this Agreement and to bind their principals.

11. **Further Assurances.** The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.


12. **Severability.** In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

13. **Entire Agreement.** This Agreement supersedes any and all other agreements either oral or written, express or implied, between the Parties with respect to the matters contained herein and contains all of the covenants and agreement between the Parties with respect thereto. This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

14. **Binding Effect.** The covenants, agreements, and obligations contained in this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties, and their respective successors, assigns, heirs, and representatives.

IN WITNESS WHEREOF, this Agreement is hereby made effective as of the date first set forth above.

GRANTORS:

By: 
Wesley David Hopkins II

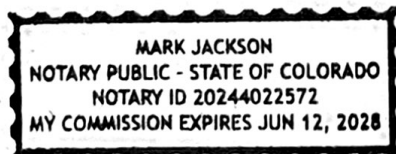
By: 
Mandy Elaine Hopkins

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 23rd day of December, 2024, by Wesley David Hopkins II and Mandy Elaine Hopkins, Grantors.

Witness my hand and official seal.
My commission expires:


Notary Public



GRANTEE:

By: _____

Jeffrey Grant

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Jeffrey Grant, the _____, on behalf of OConnor Street Properties LLC, Grantee.

Witness my hand and official seal.

My commission expires:

See attached

Notary Public

All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 11/7/2025 before me, Irene Arechiga Notary Public (here insert name and title of the officer),
personally appeared Jeffrey Grant

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand and official seal.

Signature

For Bank Purposes Only

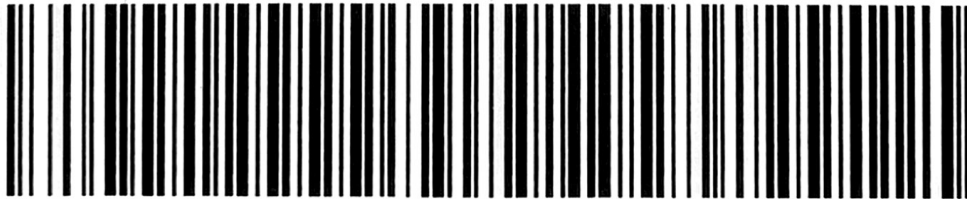
Description of Attached Document

Type or Title of Document Irrigation Easement Agreement

Document Date _____ Number of Pages 5

Signer(s) Other Than Named Above _____

Account Number (if applicable) _____



FO01-000DSG5350CA-01



State Documentary Fee
Date: July 02, 2020
\$57.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

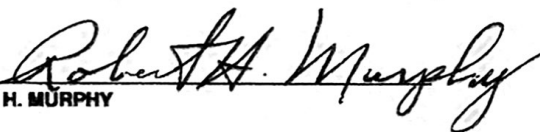
Grantor(s), **ROBERT H. MURPHY**, whose street address is **782 26 1/2 ROAD, GRAND JUNCTION, CO 81506**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$570,000.00) ***Five Hundred Seventy Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **WESLEY DAVID HOPKINS II AND MANDY ELAINE HOPKINS**, as Joint Tenants whose street address is **782 26 1/2 ROAD, GRAND JUNCTION, CO 81506**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

LOT 2 OF HOLY FAMILY SUBDIVISION, MESA COUNTY, COLORADO

also known by street and number as: **782 26 1/2 ROAD, GRAND JUNCTION, CO 81506**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **July 02**, 2020.


ROBERT H. MURPHY

State of **Colorado**

)
)ss.
)

County of **MESA**

The foregoing instrument was acknowledged before me on this day of **July 02**, 2020 by **ROBERT H. MURPHY**

Witness my hand and official seal

My Commission expires: **11-15-21**


Notary Public

JULIANNA MCNEILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19934017213
My Commission Expires November 15, 2021

County of **Mesa**

When recorded return to: **WESLEY DAVID HOPKINS II AND MANDY ELAINE HOPKINS**
782 26 1/2 ROAD, GRAND JUNCTION, CO 81506

