

**BOUNDARY LINE AGREEMENT
(STATUTORY -- C.R.S. § 38-44-112)**

This Agreement is made to be effective the _____ day of _____, 2024 by and between **Vreda C. Schieman aka Corinne Schieman** of 6751 County Road 107, Salida, CO 81201, (herein “Schieman”); **SSG HOLDINGS, LLC**, a Colorado limited liability company of 7693 US Highway 285, Salida, CO 81201, US (herein “SSG”), **the City of Salida, Colorado**, a Colorado statutory city, and **Chaffee County, Colorado** as follows:

WHEREAS, Schieman is the record owner of real property located in Chaffee County, Colorado as described in the deed recorded at Book 341 Page 143 in the Office of the Chaffee County Clerk and Recorder, and set forth on Exhibit A attached hereto (the “Schieman Property”); and

WHEREAS, SSG is the record owner of real property located in Chaffee County, Colorado as described in the deed recorded at Reception Number 433403 in the Office of the Chaffee County Clerk and Recorder, and set forth on Exhibit B attached hereto (the “SSG Property”); and

WHEREAS, the City of Salida and Chaffee County are the record owners of real property located in Chaffee County Colorado described in the deed recorded at Book 256 Page 11 in the Office of the Chaffee County Clerk and Recorder, and set forth on Exhibit C attached hereto (the “City/County Property”);

WHEREAS, the Schieman Property adjoins the SSG Property and the City/County Property, but the deeded legal descriptions result in gaps between the properties; and

WHEREAS, a fence is located between the Schieman Property and the SSG Property and between the Schieman Property and the City/County Property, but the fence is not located on the deeded southern boundary of the Schieman Property, and is only partially located on the deeded northern boundaries of the SSG Property and the City/County Property (the “Fence”); and

WHEREAS, the boundary between the properties is uncertain; and

WHEREAS, the parties desire to set forth an agreement pursuant to C.R.S. § 38-44-112 for the purpose of permanently establishing the true and correct boundary between the properties; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived under this Agreement, and other good and valuable consideration, the parties agree as follows:

1. The parties agree that the boundary between the Schieman Property and the SSG Property and the boundary between the Schieman Property and the City/County Property is and shall be permanently established in the location of the Fence as shown on Exhibit D and as described on Exhibit E attached hereto and incorporated herein by this reference (the “Boundary Lines”).

2. The parties hereby quit claim and waive any right, title or interest in and to any property based upon the boundary lines as described in their respective deeds referenced above,

described on Exhibits A, B, and C, and agree that the Boundary Lines described in this Agreement shall permanently establish the legal descriptions and acreage of their respective parcels.

3. The parties agree that Schieman shall be solely responsible for the maintenance, repair, and replacement (as reasonably necessary) of the Fence, at Schieman's expense.

4. In the event that the Fence, or any portion thereof, is replaced or relocated, and any portion of such new fence is not on the Boundary Lines established herein, the parties agree that any such new fence shall be deemed a barrier fence, and not a boundary fence.

5. Schieman represents that the Schieman Property is free and clear from all former grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except those easements, restrictions, and reservations of record. Schieman further represents that Schieman has full authority to execute this Agreement and to perform the covenants contained herein.

6. SSG represents that the SSG Property is free and clear from all former grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except those easements, restrictions, and reservations of record. SSG further represents that the representative of SSG has full authority to execute this Agreement and perform the covenants contained herein.

7. Powell & Murphy, P.C. represents Schieman, Pete Cordova, Esq. of Cordova Law Firm LLP represents SSG, the City of Salida is represented by the City Attorney, and Chaffee County is represented by the County Attorney. Each party has had a full and fair opportunity to obtain legal advice. To the extent that any party has not obtained legal advice, that party has waived such advice and voluntarily elects to proceed without such advice.

8. This Agreement shall run with the land described herein, and the terms of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, heirs, personal representatives, successors and assigns.

9. This Agreement constitutes the entirety of the parties' understanding and any and all prior negotiations or agreements, whether written or oral, are superseded by and merged into this Agreement. This Agreement may be modified only by written agreement, duly executed by the parties.

10. This Agreement and the performance thereof shall be governed by the laws of the State of Colorado.

11. This Agreement may be executed in counterparts in which case each such counterpart shall be construed as an original.

IN WITNESS WHEREOF, the parties set forth their hands.

VREDA C. SCHIEMAN aka CORRINE SCHIEMAN
By: Diane Schieman-Christman, Attorney in Fact

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed before me this _____ day of _____, 2024, by Diane Schieman-Christman as Attorney in Fact for Vreda C. Schieman aka Corinne Schieman.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

SSG HOLDINGS, LLC
By: Janet Sherwood, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed before me this _____ day of _____, 2024, by Janet Sherwood, as Managing Member of SSG Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

CITY OF SALIDA, COLORADO

By: _____
Dan Shore, Mayor

ATTEST:

City Clerk Kristi Jefferson

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed before me this _____ day of _____, 2024, by Dan Shore, as Mayor of the City of Salida, Colorado, and by Kristi Jefferson, as City Clerk of the City of Salida, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

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ADDITIONAL SIGNATURE PAGE FOLLOWS

CHAFFEE COUNTY, COLORADO:

Chaffee County, by and through its Board of Commissioners

By: P.T. Wood, Chair

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was subscribed before me this _____ day of _____, 2024, by P.T. Wood, as Chair of the Chaffee County Board of Commissioners.

Witness my hand and official seal.

Notary Public

My commission expires _____.