

BRI03RIL

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

NAME OF PROPERTY OWNER OR GRANTOR: MICHAEL L. BRIDGEWATER
AND SHARON R. BRIDGEWATER AND THE VISTA DEL RIO HOMEOWNERS
ASSOCIATION

PURPOSE: EASEMENT DEED AND AGREEMENT

ADDRESS: 560 RIO LINDA LANE - LOT 21, VISTA DEL
RIO SUBDIVISION - FILING THREE

PARCEL#: 2945-071-34-021

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

6

EASEMENT DEED AND AGREEMENT

Book 3501 Page 289

This **EASEMENT DEED AND AGREEMENT** ("Agreement") made, effective as of September 29, 2003, by and between Michael L. and Sharon R. Bridgewater and the Vista del Rio Homeowners Association by and the through its President Les Frink ("Grantors") and **CITY OF GRAND JUNCTION**, 250 North 5th Street, Grand Junction, Colorado 81501. The Grantors and the Grantee may be referred to collectively as the Parties.

The Parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantors do hereby sell and convey for \$10.00 dollars and other good and valuable consideration, the sufficiency of which is acknowledged, to Grantee a 20 foot easement as more particularly shown on Exhibit A attached hereto subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantors as described in Exhibit A. The easement is and shall be perpetual and nonexclusive.

The homeowners association Grantor does hereby convey to the Grantee the right to enter, cross, excavate, construct and maintain the improvements in that portion of an easement previously conveyed to the association.

Grantor Bridgewater does hereby convey a non-exclusive easement to the Grantee to excavate, build, construct and otherwise disturb the Grantor's property for the purposes described in this agreement and for any purpose reasonably arising out of or there from.

As additional consideration the Grantee will construct a triple storm drain inlet, remove and replace concrete curb, gutter and sidewalk necessary for the installation of the inlet and install approximately 45 linear feet of 18" pipe. The Grantee will restore the excavation and gravel surfacing to a condition that generally approximates that which existed prior to the construction. Both the alignment and the area proposed to be disturbed and/or restored are shown on Exhibit B.

**SECTION TWO
DESCRIPTION OF EASEMENT**

The easement over and across the property of Grantors is for the benefit of Grantee. The easement shall be for the use and benefit of Grantee, its members, employees, agents and contractors or any of its successors in title. The easement is for the purpose of installation of storm sewer line and appurtenances.

**SECTION THREE
CONDITIONS**

Grantors, their successors and assigns, shall not install any additional fencing, excavate in the easement area or obstruct the easement;

Grantee, its successors and assigns, shall indemnify and hold Grantors harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment, including but not limited to claims, court costs and attorneys fees;

Grantors, their successors and assigns, shall not interfere with the surface use of the easement area granted to Grantee hereunder.

**SECTION FOUR
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

**SECTION FIVE
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. In the event of any litigation hereunder the prevailing party shall be entitled to recover its attorney's fees in addition to all other damages and remedies at law.

**SECTION SIX
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**SECTION SEVEN
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to the Agreement has caused it to be executed as of the date and year first above written. Each party, by its signature, represents that the same is affixed with full and lawful right and authority.

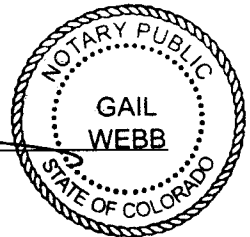
GRANTORS
Michael L. Bridgewater
Michael L. Bridgewater
Sharon R. Bridgewater
Sharon R. Bridgewater
560 Rio Linda Lane
Grand Junction, CO 81503

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 27 day of September 2003 by Michael & Sharon Bridgewater

WITNESS my hand and official seal.
My commission expires:
7-6-2007

Gail Webb
Notary Public



My Commission Expires 07/06/2007

Vista del Rio Homeowners Association

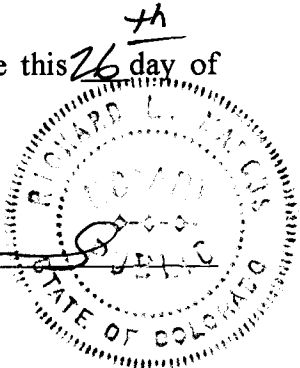
By: *Les Frink*
Les Frink, President
2293 El Monte Court
Grand Junction, CO 81503

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 26 day of September 2003 by LES FRINK

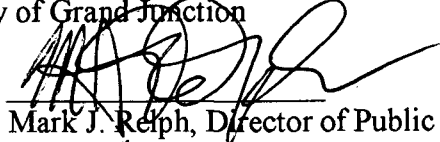
WITNESS my hand and official seal.
My commission expires: 1.15.05

Richard L. Matcus
Notary Public



GRANTEE
City of Grand Junction

By:



Mark J. Reiph, Director of Public Works and Utilities
250 N. 5th Street
Grand Junction, CO 81501

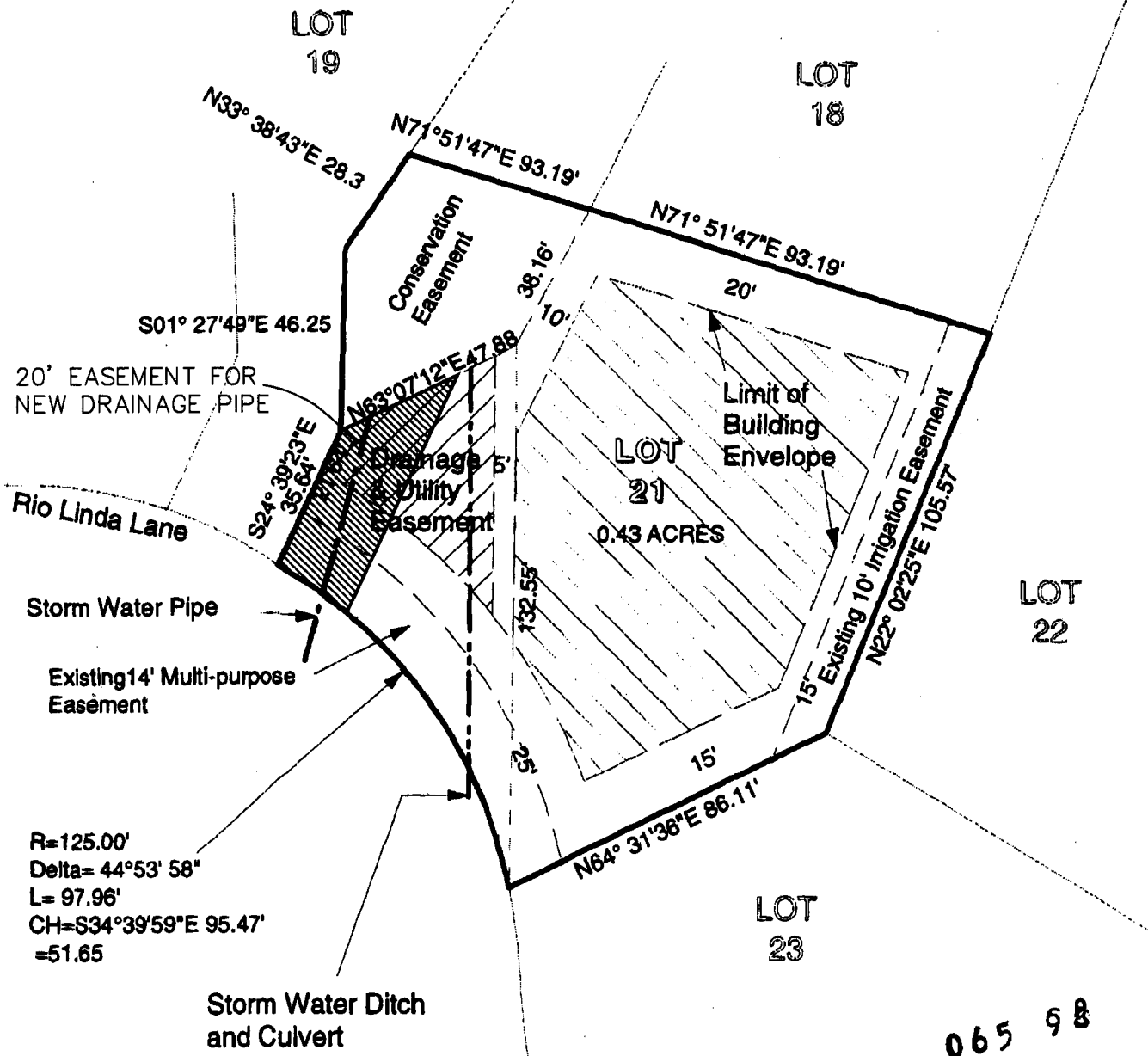
EXHIBIT - A

Additional Drainage Easement Dedication
Lot 21, VISTA DEL RIO Subdivision Filing Three
Grand Junction, CO

Original
to NOT Remove
from Office



SCALE:
1"=40'



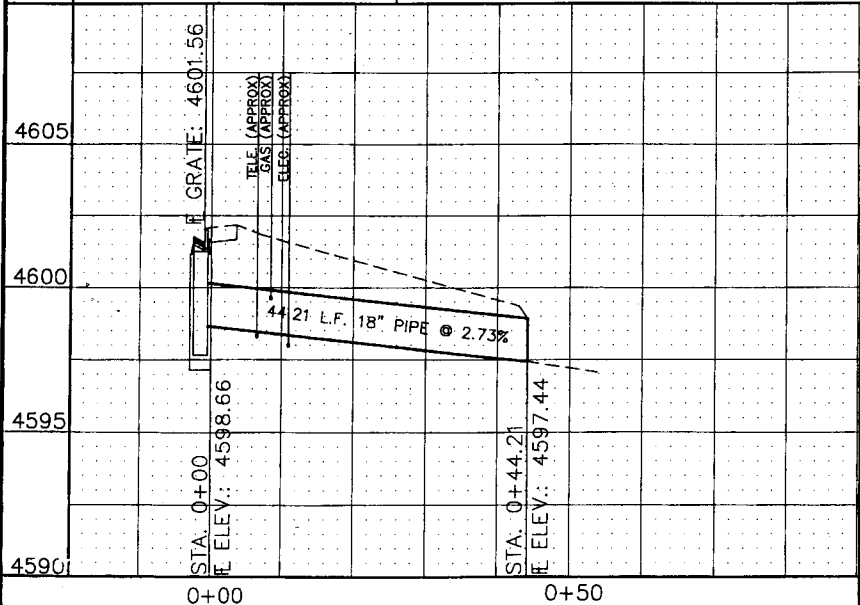
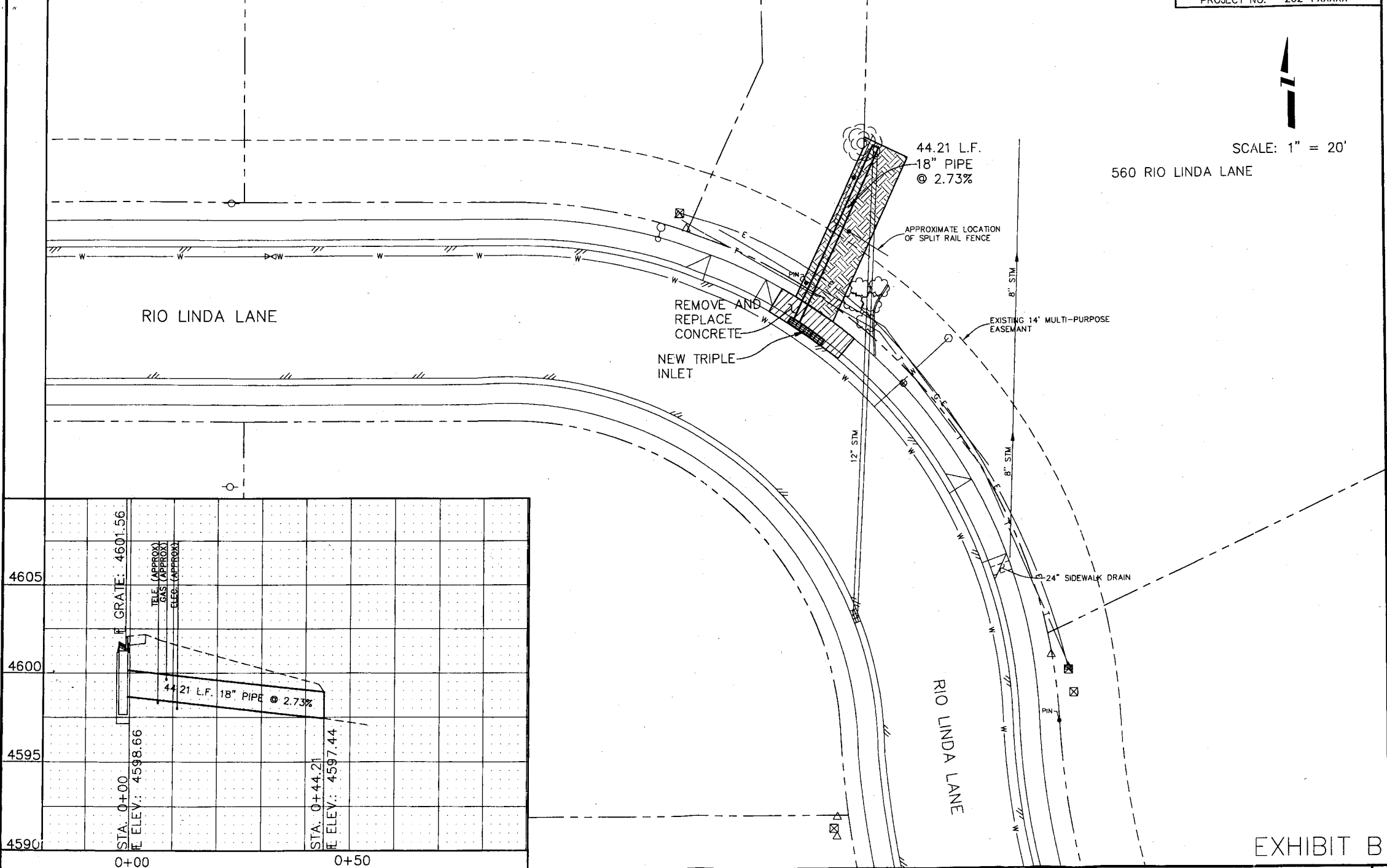
R=125.00'
 Delta= 44°53' 58"
 L= 97.96'
 CH=S34°39'59"E 95.47'
 =51.65

065 98



SCALE: 1" = 20'

560 RIO LINDA LANE



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE	SCALE
REVISION A			JAH	5/2003	PLAN 1"=20', PROFILE 1"=20'
REVISION B			CMB	5/2003	HORIZ. 1"=20', VERT. 1"=5'
REVISION C					
REVISION D					

DEPARTMENT OF PUBLIC WORKS AND UTILITIES
 ENGINEERING AND TECHNICAL SERVICES DIVISIONS
 CITY OF GRAND JUNCTION, COLORADO

560 RIO LINDA LANE
 STORM DRAIN IMPROVEMENTS

EXHIBIT B