

DEC0729R

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT
NAME OF PROPERTY OWNER OR GRANTOR:	GEORGE E. AND BARBARA J. DECKER
PURPOSE:	RIVERVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.
ADDRESS:	284 29 ROAD
TAX PARCEL NO.:	2943-292-00-111
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

## ***EASEMENT DEED AND AGREEMENT***

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of *29th of January*, 2007, by and between **GEORGE E. DECKER and BARBARA J. DECKER**, of 284 29 Road, Grand Junction, CO 81503 ("Grantor") and **RIVERVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.**, of P.O. Box 399, Grand Junction, CO 81502 ("Grantee 1") and **THE CITY OF GRAND JUNCTION**, of 250 North Fifth Street, Grand Junction, CO 81501 ("Grantee 2"), collectively referred to as Grantees.

The parties agree as follows:

### **SECTION ONE CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of good and valuable consideration, hereby grants and conveys to Grantees an easement as more particularly described 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 Grantor described as follows:

Commencing at the Southwest Corner of Lot 3, Section 29, Township 1 South, Range 1 East of the Ute Meridian, thence North 467 feet along the West line of said Lot 3 to the Point of Beginning; thence East 830 feet; thence North 196 feet; thence North 82°34' West 450 feet, thence North 87°41' West to the West line of said Lot 3; thence South 270 feet along said West line to the Point of Beginning.

Mesa County, Colorado.

The easement is and shall be perpetual and nonexclusive, and shall expand to a width of 25 feet temporarily during periods of construction through December 31, 2008.

### **SECTION TWO DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the benefit of Grantee 1's property described as follows: Riverview Estates Subdivision, Mesa County, Colorado, for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of installation and maintenance of storm sewer and drainage lines and ditches.

**SECTION THREE  
CONDITIONS**

(a) Grantee 1 agrees and understands that Grantor has no responsibility for the repair and maintenance of the storm sewer and drainage lines located in the easement;

(b) Grantee 1 shall promptly repair any damage it shall do to Grantor's real property; shall maintain any driveway located on the easement in a manner to minimize dust and weeds and shall implement dust and weed control measures on a regular basis as required to keep dust and weeds to a minimum;

(c) Grantee 1 shall indemnify and hold Grantor 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;

(d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee 1's full enjoyment of the rights granted by this instrument, and agrees the existing boundary fence shall be removed by Grantee 1 and re-installed on the east boundary of the Grantor's property.

**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. Riverview Estates Homeowners Association, Inc. shall have responsibility to perform the obligations of Grantee 1 hereunder.

**SECTION FIVE  
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

**SECTION SIX  
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. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide irrigation and drainage for the property of Grantee 1 subject to the maintenance obligations of Grantee 1.

**SECTION SEVEN  
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 EIGHT  
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.

"GRANTOR"

  
\_\_\_\_\_  
George E. Decker

  
\_\_\_\_\_  
Barbara J. Decker


"GRANTEE"

RIVERVIEW ESTATES, LLC, a Colorado Limited Liability Company

By: Sundance Property Leasing, Inc., Manager

By:   
\_\_\_\_\_  
Lloyd J. Davis, Jr., President

THE CITY OF GRAND JUNCTION

By:  DEP. MGR.  
Title: ACTING CITY MGR

STATE OF COLORADO )  
 )ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 31st day of January, 2007, by Riverview Estates, LLC, a Colorado Limited Liability Company, by Sundance Property Leasing, Inc., its Manager, by Lloyd J. Davis, Jr., President.

Witness my hand and official seal.  
My commission expires: 9/14/08



Olivia A. Herrera  
Notary Public

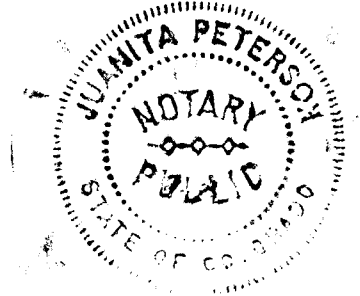
**My Commission Expires 09/14/2008**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 12 day of February, 2006, by The City of Grand Junction, by City of Grand Jet, its Aurice M. Kadach

Witness my hand and official seal.  
My commission expires:  
10-10-2009

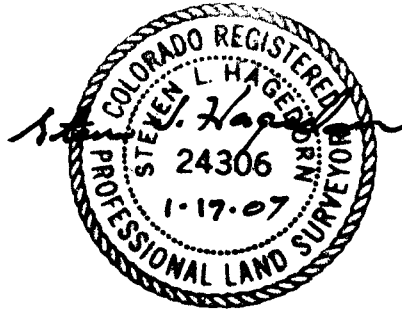
Juanita Peterson  
Notary Public



## EXHIBIT A

A parcel of land situated in Lot 3 of Section 29, Township 1 South, Range 1 East of the Ute Meridian, Mesa County Colorado, being more particularly described as follows:  
Commencing at the southwest corner of said Lot 3, being a Mesa County survey marker, the basis of bearing being N89°49'58"E to the southeast corner of said Lot 3, being a 3 1/4" aluminum cap stamped "D H Surveys Inc. L.S. 24306";  
thence N00°11'58"W along the west line of said Lot 3 a distance of 467.00 feet;  
thence N89°48'50"E a distance of 830.00 feet to the Point of Beginning;  
thence N00°12'56"W a distance of 108.24 feet;  
thence N39°46'45"W a distance of 92.86 feet;  
thence S50°13'15"W a distance of 20.00 feet;  
thence S39°46'45"E a distance of 101.37 feet;  
thence S00°12'56"E a distance of 88.94 feet;  
thence N89°48'50"E a distance of 10.00 feet to the Point of Beginning.  
Said parcel contains 2,928 square feet more or less.

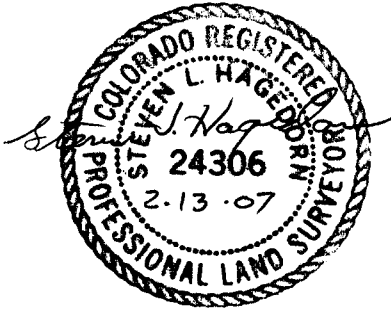
This description was prepared by:  
Steven L. Hagedorn  
Colorado L.S. 24306  
118 Ouray Ave.  
Grand Junction, CO 81501



# EXHIBIT B



NOT TO SCALE



George Decker  
Property

