

RED01RGS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: PUBLIC UTILITIES AND IRRIGATION FACILITIES

NAME OF PROPERTY OWNER OR GRANTOR: REDLANDS MESA, LLC, A COLORADO LIMITED LIABILITY COMPANY AND RED JUNCTION, LLC, A COLORADO LIMITED LIABILITY COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): REDLANDS MESA FILING NO. 1, WEST RIDGES BOULEVARD AND HIGH DESERT ROAD

PARCEL NO.: 2945-203-01-041
2945-203-01-042

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made and entered into this 2nd day of May, 2001, by and between REDLANDS MESA, LLC, a Colorado limited liability company and RED JUNCTION, LLC, a Colorado limited liability company (hereinafter collectively "Grantors"), and THE CITY OF GRAND JUNCTION, COLORADO, a home rule municipality (hereinafter "Grantee"),

WITNESSETH:

RECITALS: The Grantors are the owners of a parcel of land situated in portions of Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, which parcel is more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof by this reference and is depicted on the map attached hereto as Exhibit B and made a part hereof by this reference (the "Easement Parcel"). The Grantors desire to grant to Grantee an easement over the Easement Parcel for the purpose of underground public utilities, including irrigation, water and sewer lines and the Grantee desires to accept such easement from Grantors, all upon the terms and conditions hereinafter set forth.

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

1. **Grant of Easement.** Grantors hereby individually and collectively grant, transfer and convey unto Grantee and its successors and assigns forever a perpetual, non-exclusive easement and right-of-way over, across, upon and beneath the Easement Parcel described on attached Exhibit A and depicted on attached Exhibit B, for purposes of installing, operating, maintaining, repairing and replacing underground public utilities, including irrigation, water and/or sewer lines (the "Easement"). The Easement is granted without warranties of title. Grantors, or either of them acting individually, reserve the right at any time and from time to time to plat, dedicate, construct, use and operate West Ridges Boulevard as a public street over and along the southerly portion of the Easement. Grantors, or either of them acting individually, also reserve the right to use the surface and subsurface of the Easement Parcel (and to grant easement rights to others) for all purposes and uses that do not materially conflict and interfere with the underground utility rights granted to Grantee hereunder.

2. **Installation of Utility Lines; Restoration.** Grantor covenants and agrees with Grantee that the irrigation, water and/or sewer lines will be installed in the Easement in a good and workmanlike manner and in accordance with all applicable laws, codes and regulations, at Grantor's sole cost and expense. If following the initial installation of the lines they are operated, maintained, repaired or replaced by Grantee in such manner as to disturb the surface of the Easement Area or of adjacent land,

Grantee agrees to promptly restore the surface as nearly as possible to the condition that existed prior to such disturbance, at Grantee's cost.

3. **Claims.** If the Grantee unreasonably fails to restore, repair or replace the surface of the Easement Area the Grantor shall notify the Grantee in writing. The Grantee shall have 14 days from the date of receipt of the notice to restore, repair or replace the Easement Area to the condition that prevailed prior to the Grantee's activities. If the Grantee fails or it is reasonably claimed to have failed to restore or repair the Easement Area in accordance with the standard of care reasonably prevailing in the community, then the Grantor may file an action against the Grantee in Mesa County District Court. Each party shall bear its respective fees, costs and expenses for any such action. The Grantee has inspected the Easement Area and has found it to be free from any conditions that are patently dangerous. The Grantee releases the Grantor from any claims, causes of action, liabilities or damages involving personal injury, loss of life or property damage arising out of the use of the Easement Area by Grantee or its successors, assigns, employees, contractors or agents.

4. **Attorneys' Fees.** In the event the interpretation or enforcement of this Grant of Easement or of any provision hereof becomes the subject of litigation between the parties hereto or their respective successors or assigns, the prevailing party in such litigation shall be entitled to an award of its reasonable costs and attorneys' fees incurred in connection therewith.

5. **Further Assurances.** Each party hereto shall from time to time execute and deliver such additional instruments or do such additional acts as the other party may reasonably request in order to effectuate and carry out the full intent of this Grant of Easement.

6. **Counterparts and Facsimile Signatures.** This Grant of Easement may be executed in counterparts which, when taken together, shall constitute the entire Grant of Easement, and facsimile signatures shall be considered original signatures hereon.

7. **Binding Effect.** This Grant of Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Grant of Easement shall be construed in accordance with and governed by the laws of the State of Colorado, constitutes the entire understanding and agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, writings, representations and negotiations, whether written or oral, relating hereto. Finally, this Grant of Easement may not be amended or modified except by an instrument in writing signed by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Grantors: Redlands Mesa, LLC, a Colorado limited liability company

By: Ronald D. Austin
Ronald D. Austin, Manager

Red Junction, LLC, a Colorado limited liability company

By: Richard Randall
Manager

Grantee: The City of Grand Junction, Colorado, a Colorado home rule municipality

By: Gene Finney
Mayor

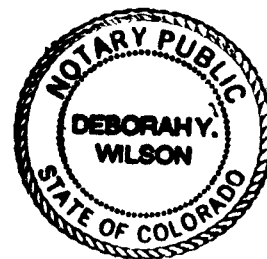
STATE OF COLORADO)
COUNTY OF Mesa) ss.

The foregoing was acknowledged before me this 1st day of May, 2001, by Ronald D. Austin as Manager of Redlands Mesa, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 8/14/02

Deborah Wilson
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing was acknowledged before me this 30th day of April, 2001, by Richard Randall as Manager of Red Junction, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12-20-2003

Juliana Zapata
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing was acknowledged before me this 2nd day of May, 2001, by Gene Kinsey as Mayor of The City of Grand Junction, Colorado, a home rule municipality.

Witness my hand and official seal.

My commission expires: 10-10-02

Stephanie Nye
Notary Public

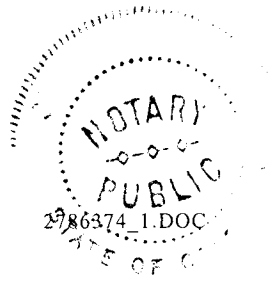


EXHIBIT A

EASEMENT DESCRIPTION

A parcel of land situated in portions of Section 20, Township 1 South, Range 1 West of the Ute Meridian, in the County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the quarter corner common to Section 19 and said Section 20 whence a B.L.M. Cadastral Survey monument for the southwest corner of said Section 20 bears South 00°11'02" West, with all bearings herein relative thereto;

Thence South 75°47'13" East a distance of 876.72 feet to the Point of Beginning;

Thence South 61°15'37" East, a distance of 21.07 feet;

Thence South 23°03'23" West, a distance of 27.37 feet;

Thence South 61°15'37" East, a distance of 62.87 feet;

Thence South 70°26'54" East, a distance of 249.48 feet;

Thence North 19°33'06" East, a distance of 35.59 feet;

Thence South 73°06'48" East, a distance of 149.89 feet;

Thence South 16°53'12" West, a distance of 47.84 feet;

Thence South 27°32'20" East, a distance of 262.55 feet;

Thence South 51°35'40" East, a distance of 163.08 feet;

Thence South 58°32'20" East, a distance of 199.07 feet;

Thence South 33°22'56" East, a distance of 166.66 feet;

Thence South 20°48'14" East, a distance of 77.45 feet;

Thence North 69°11'46" East, a distance of 76.21 feet;

Thence 441.10 feet along the arc of a 376.00 foot radius tangent curve to the right, through a central angle of 67°12'56", with a chord bearing South 77°11'46" East, a distance of 416.24 feet;

Thence North 50°52'52" East, a distance of 156.45 feet;

Thence North 79°42'12" East, a distance of 272.71 feet;

Thence North 10°57'40" East, a distance of 3.78 feet to the southwest corner of Tract 2-3 of Redlands Mesa Filing No. 1, according to the Final Plat thereof recorded July 17, 2000 at Reception No. 1957570 in the Office of the Clerk and Recorder of Mesa County, Colorado;

Thence North 68°36'13" East, a distance of 23.68 feet to the southeast corner of said Tract 2-3;

Thence South 10°57'40" West, a distance of 30.13 feet;

Thence South 79°42'12" West, a distance of 281.25 feet;

Thence South 50°52'52" West, a distance of 150.28 feet to a point of cusp on a 376.00 foot radius curve concave to the southwest;

Thence 46.11 feet southeasterly along the arc of said curve, through a central angle of 7°01'33", with a chord bearing South 37°01'24" East, a distance of 46.08 feet;

Thence radial to said curve, South 56°29'22" West, a distance of 66.00 feet to the beginning of a 310.00 foot radius curve concave to the south radial to said line;

Thence northwesterly and westerly 418.20 feet along the arc of said curve, through a central angle of $77^{\circ}17'36''$, with a chord bearing North $72^{\circ}09'26''$ West, a distance of 387.20 feet;

Thence South $69^{\circ}11'46''$ West tangent to said curve, a distance of 282.40 feet;

Thence 435.40 feet along the arc of a 660.00 foot radius tangent curve to the right, through a central angle of $37^{\circ}47'53''$, with a chord bearing South $88^{\circ}05'42''$ West, a distance of 427.55 feet to a point of reverse curvature;

Thence 362.70 feet along the arc of a 260.00 foot radius curve to the left, through a central angle of $79^{\circ}55'37''$, with a chord bearing South $67^{\circ}01'50''$ West, a distance of 334.00 feet to a point of reverse curvature;

Thence 215.69 feet along the arc of a 340.00 foot radius curve to the right, through a central angle of $36^{\circ}20'50''$, with a chord bearing South $45^{\circ}14'27''$ West, a distance of 212.09 feet;

Thence radial to said curve, North $26^{\circ}35'08''$ West, a distance of 66.00 feet to the beginning of a 274.00 foot radius curve concave to the northwest radial to said line;

Thence easterly and northeasterly 173.82 feet along the arc of said curve, through a central angle of $36^{\circ}20'50''$, with a chord bearing North $45^{\circ}14'27''$ East, a distance of 170.92 feet to a point of reverse curvature;

Thence 454.77 feet along the arc of a 326.00 foot radius curve to the right, through a central angle of $79^{\circ}55'37''$, with a chord bearing North $67^{\circ}01'50''$ East, a distance of 418.78 feet to a point of reverse curvature;

Thence 391.86 feet along the arc of a 594.00 foot radius curve to the left, through a central angle of $37^{\circ}47'53''$, with a chord bearing North $88^{\circ}05'42''$ East, a distance of 384.80 feet;

Thence North $69^{\circ}11'46''$ East tangent to said curve, a distance of 186.18 feet;

Thence North $20^{\circ}48'14''$ West, a distance of 75.25 feet;

Thence North $33^{\circ}22'56''$ West, a distance of 160.00 feet;

Thence North $58^{\circ}32'20''$ West, a distance of 195.82 feet;

Thence North $51^{\circ}35'40''$ West, a distance of 168.56 feet;

Thence North $27^{\circ}32'20''$ West, a distance of 274.98 feet;

Thence North $16^{\circ}53'12''$ East, a distance of 36.01 feet;

Thence North $73^{\circ}06'48''$ West, a distance of 110.80 feet;

Thence South $19^{\circ}33'06''$ West, a distance of 36.50 feet;

Thence North $70^{\circ}26'54''$ West, a distance of 266.23 feet;

Thence South $65^{\circ}23'28''$ West, a distance of 98.04 feet;

Thence South $23^{\circ}03'23''$ West, a distance of 455.79 feet;

Thence South $08^{\circ}47'32''$ West, a distance of 469.60 feet;

Thence South $28^{\circ}48'19''$ East, a distance of 131.58 feet;

Thence South $64^{\circ}52'03''$ East, a distance of 10.00 feet;

Thence South $25^{\circ}07'57''$ West, a distance of 20.00 feet;

Thence North $64^{\circ}52'03''$ West, a distance of 15.39 feet;

Thence North $40^{\circ}49'05''$ West, a distance of 75.00 feet;

Thence North $16^{\circ}46'08''$ West, a distance of 75.00 feet;

Thence North $08^{\circ}47'32''$ East, a distance of 477.78 feet;

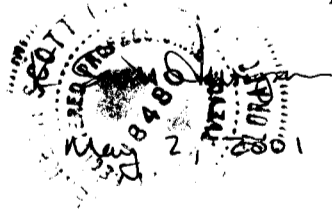
Thence North $23^{\circ}03'23''$ East, a distance of 455.45 feet;

Thence North 44°40'47" West, a distance of 49.96 feet to a point of cusp on a 526.00 foot radius curve concave to the northwest;

Thence 120.54 feet northeasterly along the arc of said curve, through a central angle of 13°07'50", with a chord bearing North 44°39'11" East, a distance of 120.28 feet to the Point of Beginning.

Containing 4.222 acres, more or less.

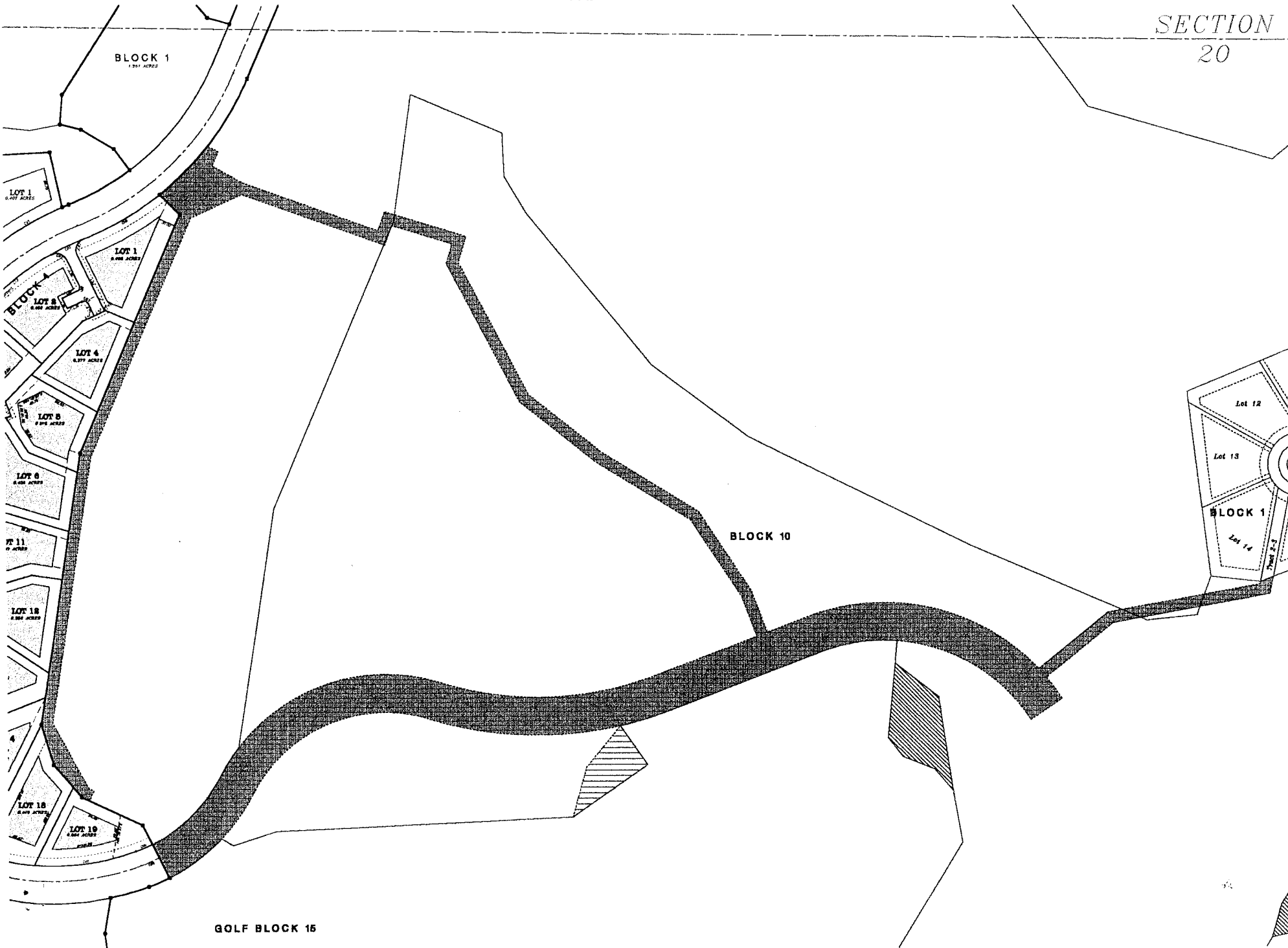
This description was prepared by:
Kenneth Scott Thompson
Colorado P.L.S. 18480
529 25 1/2 Road, Suite B210
Grand Junction, Colorado



NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an embossed seal indicates this document is not the original.

EXHIBIT B

SECTION
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RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION