RHD07284

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (UTILITY EASEMENT)
NAME OF PROPERTY OWNER OR GRANTOR:	RIDGEWOOD HEIGHTS DEVELOPMENT LLC.
PURPOSE:	UTILITIES
ADDRESS:	585 28 ¼ ROAD
TAX PARCEL NO.:	2943-072-00-040
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO: City of Grand Innetion Real Estate Division 250 North 5th Street Grand Innetion, CO 8150;

GRANT OF UTILITY EASEMENT

PAGE DOCUMENT

RIDGEWOOD HEIGHTS DEVELOPMENT LLC, a Colorado limited liability company, whose address is 2139 N. 12th Street, Suite #9, Grand Junction, Colorado, 81501 ("Grantor"), whose address is for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality ("Grantee"), whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Utility Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities and public providers, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities as approved by Grantee, on, along, over, under, through and across the following described parcels of land, to wit:

See the attached Exhibit "A" consisting of four pages which is incorporated herein.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Utility Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, the said Grantor hereby covenanting with Grantee that the Utility Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Utility Easement area, the said Grantor hereby further covenanting with Grantee that Grantor has good title to the aforedescribed premises; that Grantor has good and lawful right to grant this Utility Easement; that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 20^{24} day of 40605T2007. Ridgewood Heights Development, LLC A Colorado Limited Lability Company ₿y: LINDA Name: One of its Managers State of Colorado))ss. County of Mesa) The foregoing instrument was acknowledged before me this \underline{QO} day one of the Managers of Ridgewood H by hinda Daly Development LLC, a Colorado limited liability company. 12/20/08 My commission expires ____ Witness my hand and official seal.

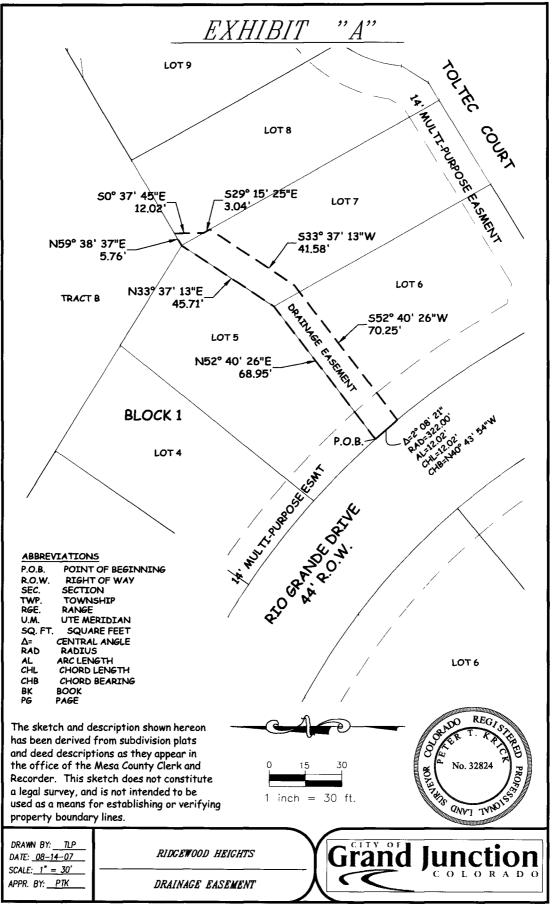
The foregoing legal description was prepared by Peter Krick, 250 N. 5th Street, Grand Junction, CO 81501

EXHIBIT "A"

A certain parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 7, Township 1 South, Range 1 East of the Ute Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

That certain drainage easement over the Northerly portion of Lots 6, 7 and 8 of Block 1, plat of Ridgewood Heights, further described by metes and bounds as follows: BEGINNING at the Northwest corner of said Lot 6, thence N $52^{\circ}40'26''$ E along the Northerly line of said Lot 6 a distance of 68.95 feet to the Northeast corner of said Lot 6; thence N $33^{\circ} 37'13''$ E along the Northerly line of said Lot 7 a distance of 45.71 feet to the Northeast corner of said Lot 7; thence N $59^{\circ}38'37''$ E along the Northerly line of said Lot 8 a distance of 5.76 feet; thence S $00^{\circ}37'45''$ E a distance of 12.02 feet to a point on the Easterly line of said Lot 7; thence S $29^{\circ}15'25''$ E along the Easterly line of said Lot 7 a distance of 3.04 feet; thence S $33^{\circ}37'13''$ W a distance of 41.58 feet; thence S $52^{\circ}40'26''$ W a distance of 70.25 feet to a point on the Northerly right of way for Rio Grande Drive, a 44.0 foot right of way; thence Northwesterly 12.02 feet along the arc of a non-tangent 322.00 foot radius curve concave Southwest, through a central angle of $02^{\circ}08'21''$ and having a chord bearing of N $40^{\circ}43'54''$ W with a chord distance of 12.02 feet to the POINT OF BEGINNING.

By: Peter T. Krick City of Grand Junction 250 North 5th Street



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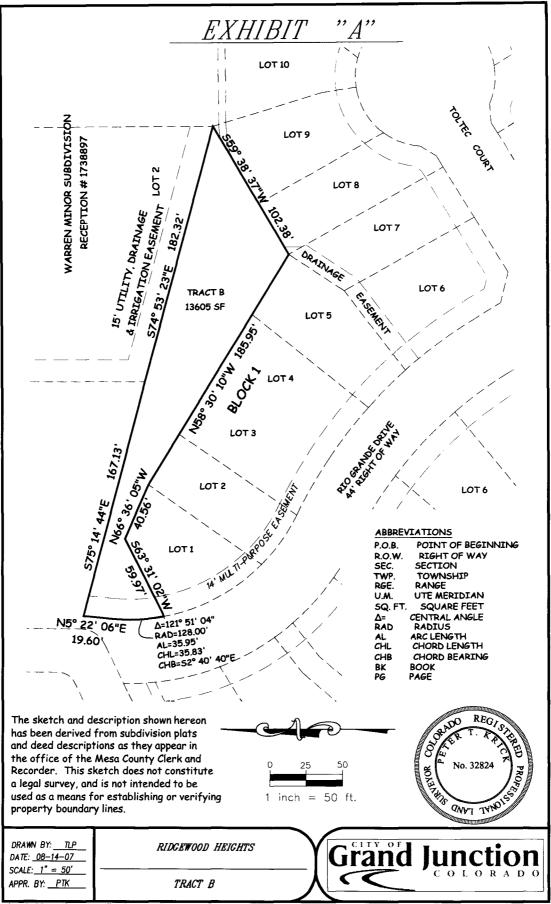
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Tract B of the plat of Ridgewood Heights

By: Peter T. Krick City of Grand Junction 250 North 5th Street



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JOINDER OF FIRST MORTGAGEE

WELLS FARGO BANK, N.A., a national banking association ("**Mortgagee**"), as the beneficiary under Deed of Trust dated January 16, 2007, and recorded in the records of the County Clerk and Recorder on January 24, 2007 in Book 4340 at Page 268 (the "**Deed of Trust**"), which creates a lien on the Lots, joins in the signing of this Grant of Utility Easement for the following purposes and no other:

1. Mortgagee consents to the matters contained in the Grant of Utility Easement, and the recording of the Grant of Utility Easement in the records of the County Clerk and Recorder.

2. Mortgagee acknowledges and agrees that the Deed of Trust and other documents, recorded and unrecorded, entered into in connection with it, are subject, subordinate, inferior and junior to the Easement Deed and its terms and conditions.

Dated as of $\underline{\text{August}}$ $\underline{\text{AO}}$, 2007.

WELLS FARGO BANK, N.A.,

a national banking association

ronna By: Monna Name: CADRA Title: VP

) ss.

STATE OF COLORADO

COUNTY OF MESA

Subscribed and sworn to before me this 20 day of <u>Aufult</u>, 2007, by <u>KONA</u> <u>(apra</u>, known to me to be the <u>vertice</u> of Wells Fargo Bank, N.A., a national banking association, who signed this instrument as such officer on behalf of such national banking association as his/her free and voluntary act, and as the free and voluntary act of the national banking association.

Witness my hand and official seal

My commission expires 1/8GOM JOTARI

JOINDER OF JUNIOR MORTGAGEE

LUCTEN, LLC, a Colorado limited liability company ("**Second Mortgagee**"), as the beneficiary under Deed of Trust dated December 15, 2005 and recorded in the records of the County Clerk and Recorder on December 30, 2005 in Book 4340 at Page 305 (the "**Junior Deed of Trust**"), which creates a lien on the Lots, joins in the signing of this Grant of Utility Easement for the following purposes and no other:

1. Second Mortgagee consents to the matters contained in the Grant of Utility Easement, and the recording of the Easement Deed in the records of the County Clerk and Recorder.

2. Second Mortgagee acknowledges and agrees that the Junior Deed of Trust and other documents, recorded and unrecorded, entered into in connection with it, are subject, subordinate, inferior and junior to the Grant of Utility Easement and its terms and conditions.

Dated as of AUGUST 20, 2007.

LUCTEN, LLC, a Colorado limited liability company

) ss

Linda Daly, one of its Managers

STATE OF COLORADO

COUNTY OF MESA

Subscribed and sworn to before me this $\underline{20}$ day of $\underline{20}$ day of $\underline{20}$, 2007, by Linda Daly, known to me to be one of the Managers of Lucten, LLC, a Colorado limited liability company, who signed this instrument as such officer on behalf of such company as his/her free and voluntary act, and as the free and voluntary act of the company.

Witness my hand and official seal

My commission expires 12/20/08

na Capra

Notary Public

