

RIV03225

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT (EASEMENT DEED AND AGREEMENT)**

NAME OF PROPERTY OWNER OR GRANTOR: RIVER PLACE, LLC

PURPOSE: LAND CONVEYED FOR EASEMENT FOR
INSTALLATION AND MAINTENANCE OF SEWER LINE AND APPURTENANCES

ADDRESS/PARCEL# : BORDERS LOT 1 OF REDLANDS VILLAGE ACRES-
2945-071-00-039 AND 578 22 ½ ROAD - 2945-063-00-039

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2003

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

to **PAGE DOCUMENT**

2151786 10/03/03 1146AM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$35.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

EASEMENT DEED AND AGREEMENT

BOOK 3499 PAGE 655

SEPTEMBER

This **EASEMENT DEED AND AGREEMENT** ("Agreement") made, effective as of ~~August~~ 25TH, 2003, by and between **RIVER PLACE, LLC, a Colorado limited liability company**, of Grand Junction, Colorado 81501 ("Grantor") and **CITY OF GRAND JUNCTION**, 250 North 5th Street, Grand Junction, Colorado 81501. The Grantor and the Grantee may be referred to collectively as the Parties.

The Parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantor does hereby sell and convey for \$1250.00 and other good and valuable consideration to Grantee 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 as described in Exhibit A. The easement is and shall be perpetual and nonexclusive. As additional consideration the Grantee will replace the asphalt on the west that will be disturbed by the excavation and additionally will add approximately 350 lineal feet of asphalt milling material (recycled asphalt) surfacing 10 feet wide and two inches in depth over the limits of the excavation. Both the alignment and the area proposed to be surfaced are shown on Exhibit B.

**SECTION TWO
DESCRIPTION OF EASEMENT**

The easement over and across the property of Grantor 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 and maintenance of sewer line and appurtenances.

**SECTION THREE
CONDITIONS**

Grantor, its successors and assigns, shall not fence or otherwise obstruct the easement;

Grantee shall promptly repair any damage it shall do to Grantor's real property; the Grantee agrees to diligently prosecute the construction work and that the same shall be commenced on or before October 20, 2003, and completed on or before the expiration of the 15th business day following the date construction begins. Construction shall be deemed to have begun when the first back-hoe shovel of dirt is excavated from the easement.

Grantee, its successors and assigns, 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, including but not limited to claims, court costs and attorneys fees;

Grantor, its 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
NOTICES**

Any notice provided for our 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. 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 SEVEN
ENTIRE AGREEMENT**

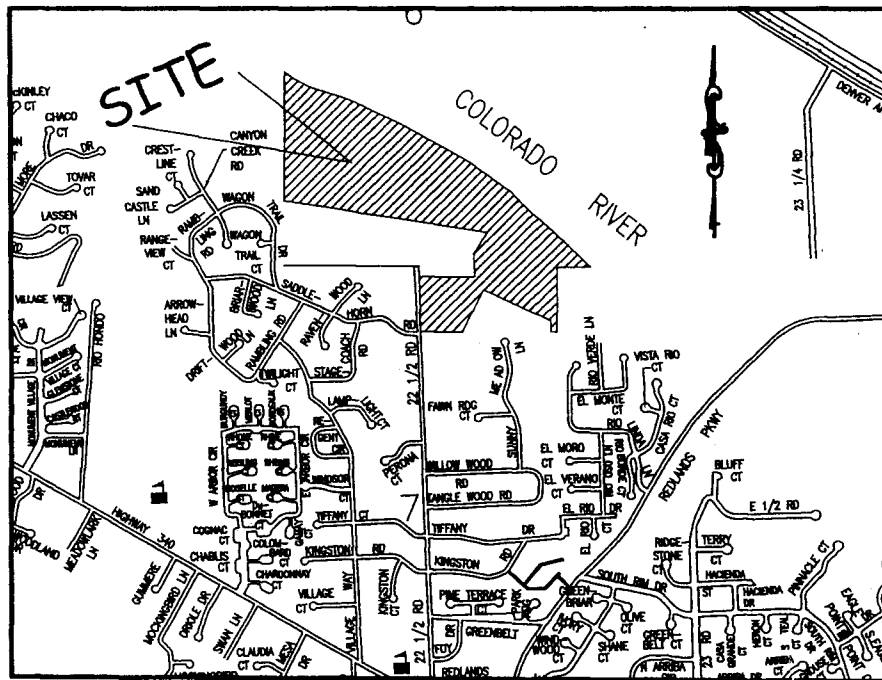
This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**SECTION EIGHT
MODIFICATION OF AGREEMENT**

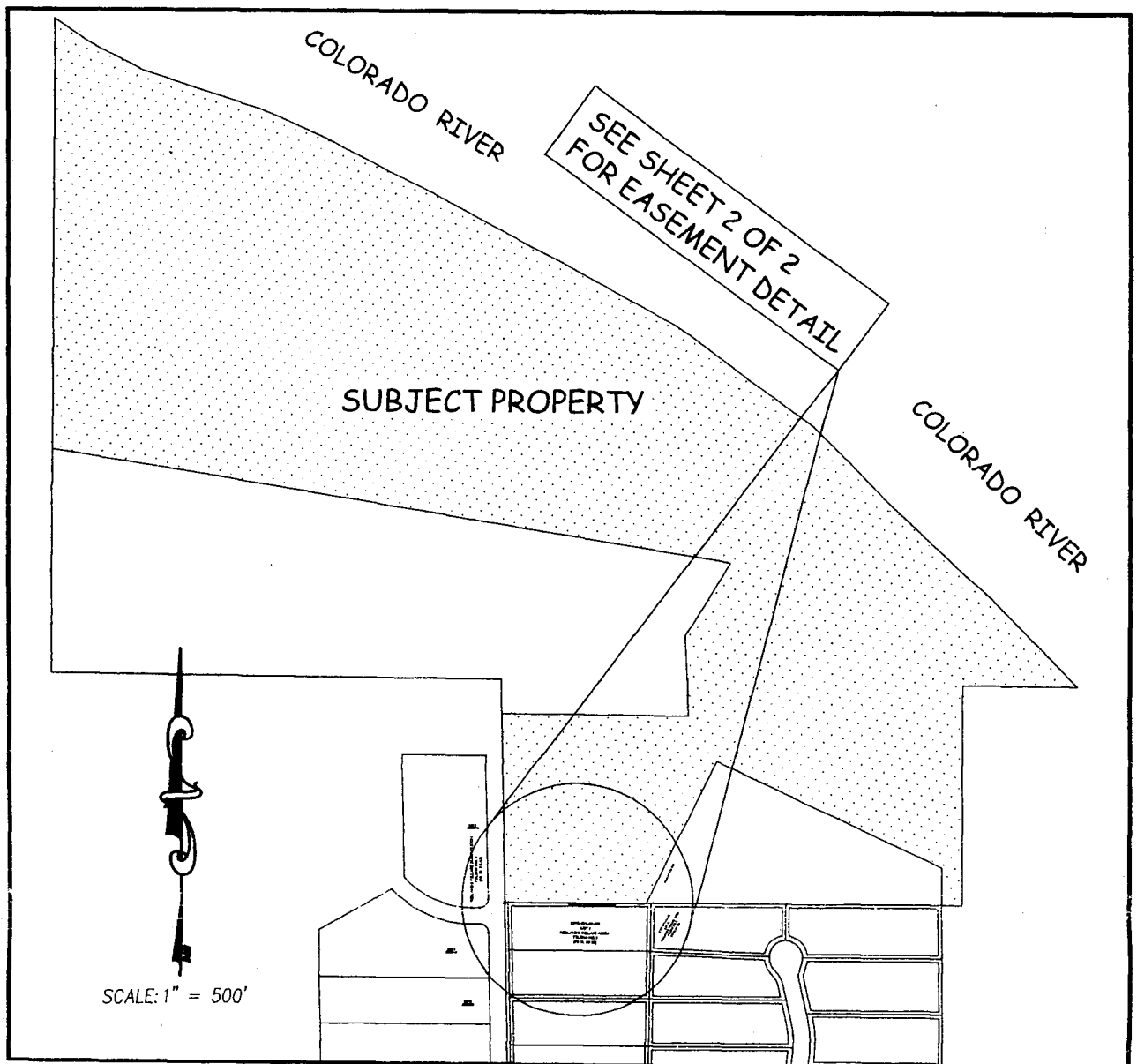
Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

EXHIBIT "A"

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



LOCATION MAP: NOT-TO-SCALE

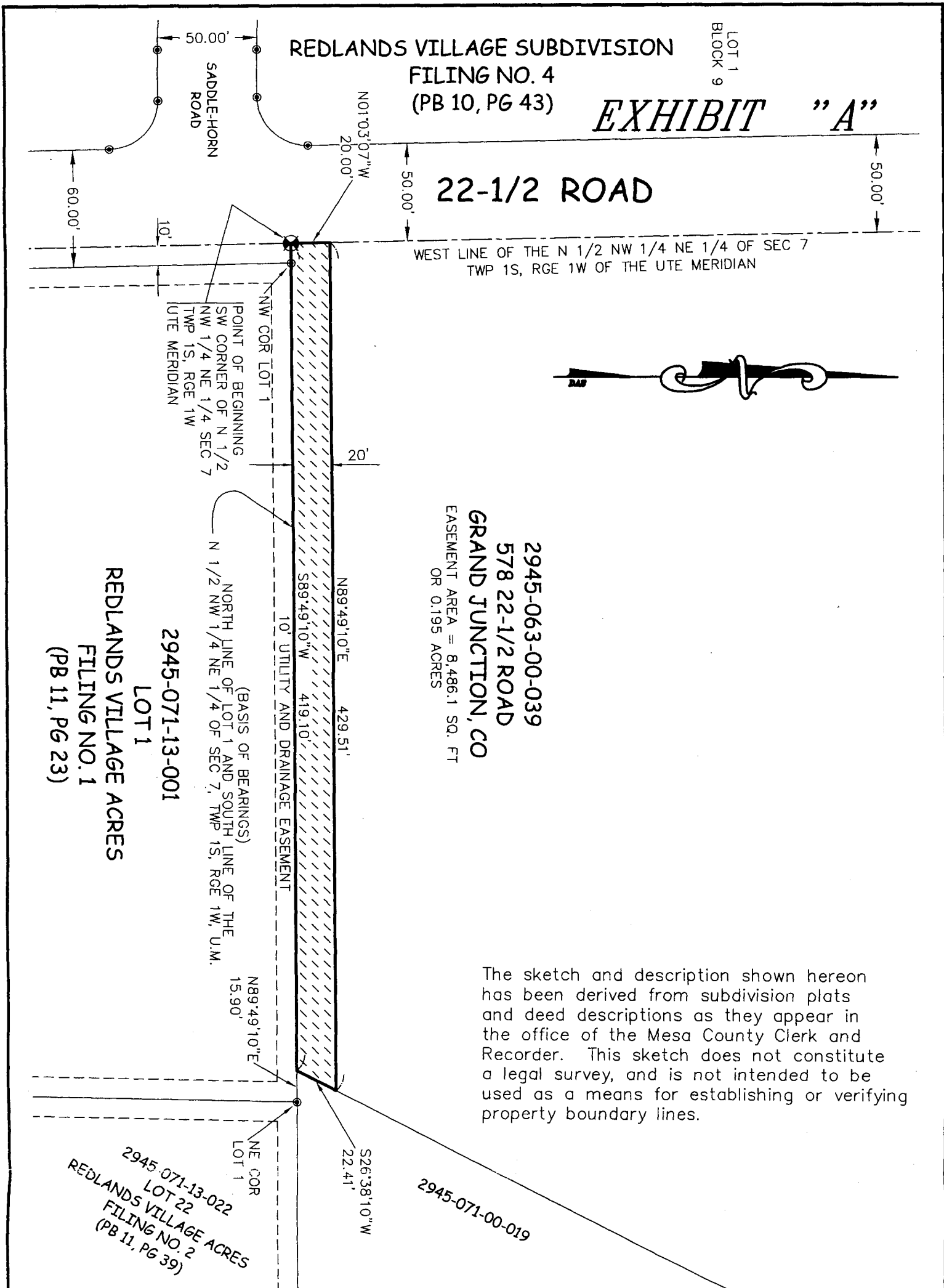


SHEET 1 OF 2

DRAWN BY: P.T.K.
 DATE: 08-21-2003
 SCALE: AS NOTED
 APPR. BY: TW

EASEMENT SKETCH
 2945-071-00-039

DEPARTMENT OF PUBLIC WORKS
 REAL ESTATE DIVISION
 CITY OF GRAND JUNCTION



DRAWN BY: P.T.K.
 DATE: 08-21-2003
 SCALE: 1" = 60'
 APPR. BY: JW

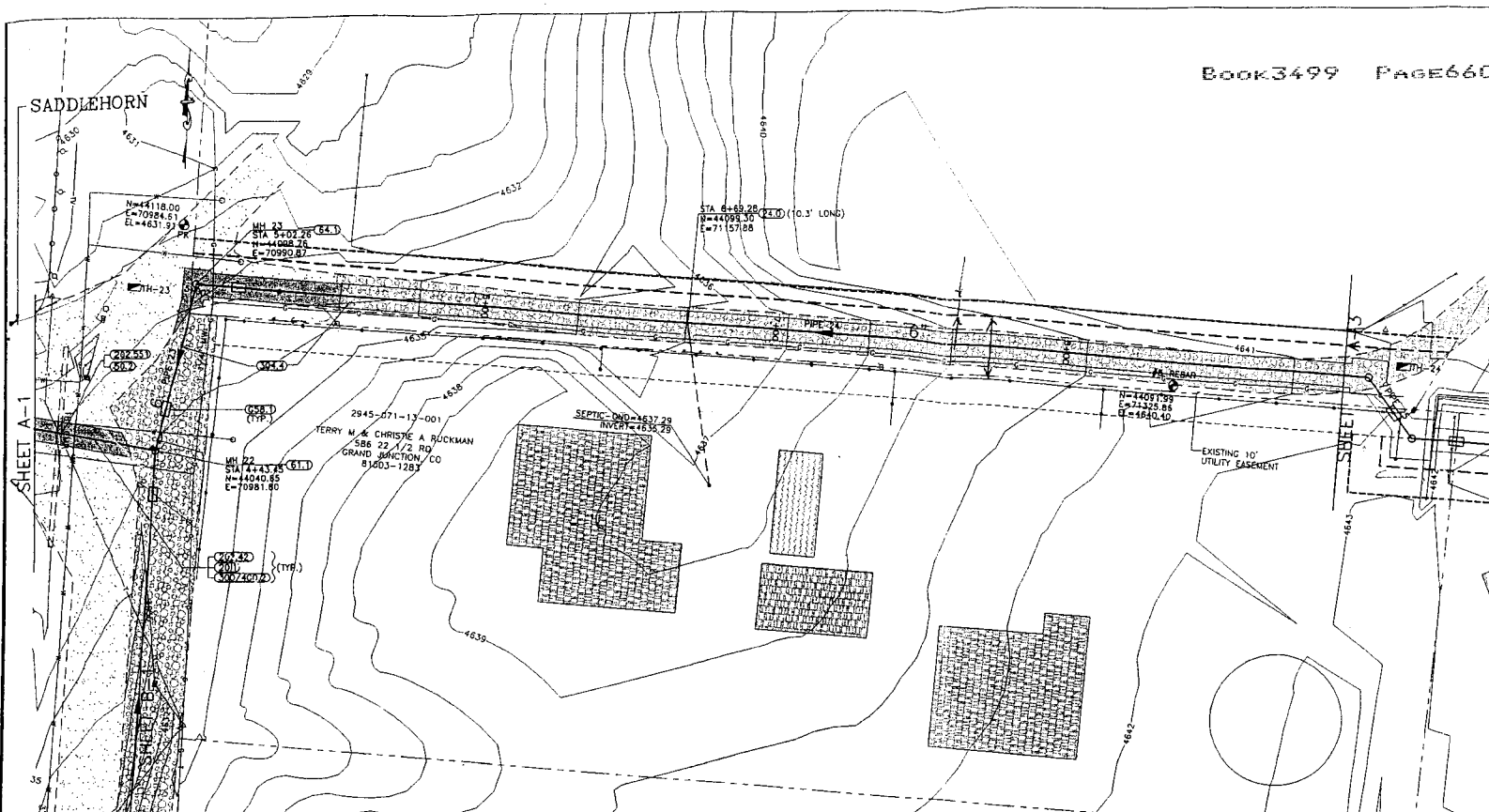
EASEMENT SKETCH
 2945-063-00-039

DEPARTMENT OF PUBLIC WORKS
 REAL ESTATE DIVISION
CITY OF GRAND JUNCTION

RECORDER'S NOTE :
THE FOLLOWING PAGE(S)
ARE OVERSIZE

Book 3499 Page(s) 660

Of Reception # 2151786

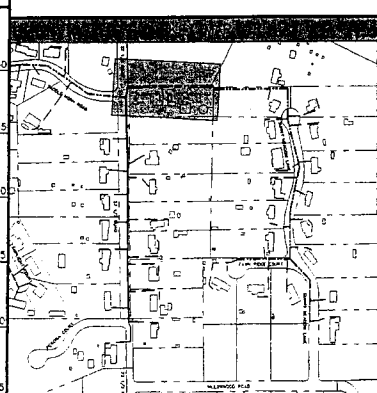
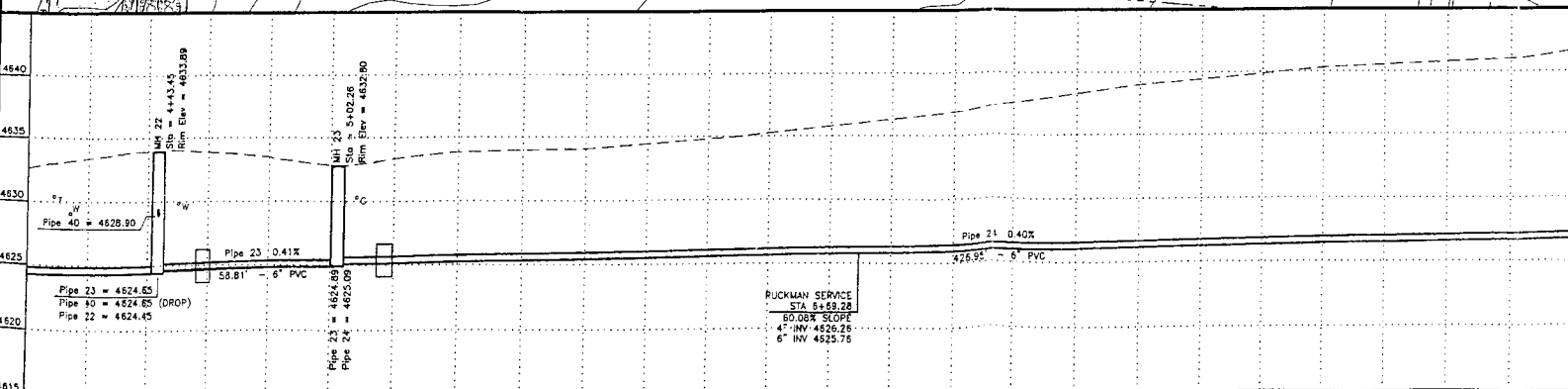


FACILITY OR SURFACE TREATMENT	EXISTING	PROPOSED	REMOVE & REPLACE
ASPHALT PAVEMENT			
CONCRETE (C. G. SW. SLABS)			
AGGREGATE GRAVEL			
LANDSCAPE ROCK OR PLASTIC			
GRASS SOD			
BUILDING			
IMPROVEMENT DISTRICT SEWERLINE	---		
PRIVATELY CONSTRUCTED SERVICE LINE	----		

- CONSTRUCTION NOTES:**
- 20.1 CONSTRUCT SDR 35 PVC SANITARY SEWER.
 - 24.0 CONSTRUCT SANITARY SEWER TAP, SERVICE, AND PLUG, 4" UNLESS NOTED OTHERWISE. LOCATE PER STATIONING SHOWN.
 - 50.2 & 202.551 REMOVE AND REPLACE PORTIONS OF CULVERTS AS REQUIRED AT CROSSINGS
 - 65B.1 CONSTRUCT CUT-OFF WALL PER STANDARD SPECIFICATIONS.
 - 61.1 CONSTRUCT DROP MH.
 - 64.1 CONSTRUCT STANDARD 4" DIA. MH.
 - 202.42 & 300/400.2 REMOVE AND REPLACE ASPHALT PAVEMENT AS REQUIRED FOR CONSTRUCTION. PAVEMENT STRUCTURE SHALL BE 6" ABC AND 3" SINGLE LIFT HMA PAVEMENT.
 - 304.4 CONSTRUCT AGGREGATE SURFACE COURSE IN DRIVEWAYS AND SHOULDERS.

Exhibit "B"

RECORDER NOTE: POOR QUALITY DOCUMENT PROVIDED FOR REPRODUCTION



REVISION REVISION REVISION	DESCRIPTION DATE	SCALE HORIZONTAL VERTICAL	WILLIAMS ENGINEERING 1231 19 ROAD, FRUITA, COLORADO 81521-9689 (970) 858-1014 PHONE (970) 858-1007 FAX	REDLANDS VILLAGE NORTHEAST S.I.D. LINE A East of 22-1/2 Road	A-2 FILENAME SS059201.DWG
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