



## NOTICE

Riverview Estates, LLC, a Colorado Limited Liability Company, ("RE") owner of the land comprising the Riverview Estates subdivision (City of Grand Junction Development file #FP-2006-169) situate in the City of Grand Junction and the City Manager of the City of Grand Junction, ("City") do hereby state the following:

On or about April 11, 2006, RE was granted preliminary plan approval for Riverview Estates subdivision. A condition of that approval required the easement granted to Public Service Company of Colorado in Book 1192, Page 493 of the records of the Mesa County Clerk and Recorder ("Easement") be released. A copy of the Easement is attached hereto and incorporated herein as Exhibit A.

As of the date of this Notice, the Easement has not been released and the condition of approval not satisfied. Final approval for certain of the lots of the Riverview Estates subdivision as described herein is conditioned on the Easement being released. To that end RE has agreed with Public Service Company of Colorado ("PSC") to relocate any utilities within the Easement and for RE to grant any new easement as determined necessary by PSC. PSC has agreed to release the Easement, including that portion within the right-of-way, except the east 100 feet, all as more particularly described in the attached agreement. See Exhibit B.

Without the Easement being released Lots 2 and 3 of Block 3, Lots 2 through 10 of Block One, Lots 1 through 7 of Block Five, and Lots 34, 35 and 36 of Block Three of Riverview Estates subdivision ("The Lots") **cannot be built upon**. RE for itself and its successors agrees that no structures, including temporary structures, model homes or structures or any kind shall be built on any or all of The Lots unless and until the Easement is fully released and utilities within the Easement are relocated to the satisfaction of PSC and the City.

This Notice shall serve as forewarning to RE and all successors in interest that take or claim property therefrom that the City will not issue any Planning Clearances for any of The Lots until the conditions pertaining to the Easement have been satisfied. RE understands and agrees that all potential purchasers and actual purchasers for any of the lots listed in this Notice will receive a copy of this Notice before closing. Any loss caused to a purchaser for failure to provide the Notice shall be the responsibility of RE.

RE is responsible for all costs related to the relocation of the utilities and its required performance under the agreement with Public Service. The City is not and shall not be responsible for fulfilling the agreement with Public Service if RE or its successor should default on the agreement.

RE indemnifies and holds the City, its officers, employees, agents, and assigns harmless from and against any claims, costs and liabilities of every kind and nature for injury or damage received or sustained by any person or entity in connection with, or on account of

the performance or nonperformance of RE due to failure to provide the Notice and/or complete the terms of the agreement with Public Service.

RE shall be responsible for the cost of recording this Notice and for all costs of recording a release and satisfaction.

Riverview Estates, LLC

[Signature]  
Sundance Property Leasing, Inc., Manager  
Lloyd J. Davis, President

STATE OF COLORADO :  
: SS  
COUNTY OF MESA :

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2007 by Lloyd J. Davis, President of Sundance Property Leasing, Inc., Manager of Riverview Estates, LLC.

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



[Signature]  
Notary Public My Commission Expires 09/14/2008

City of Grand Junction  
[Signature] ACTING  
David A. Varley  
City Manager

Attest:  
[Signature]  
Debra Kemp/Juanita Peterson  
Deputy City Clerk



Recorded at 10:10 o'clock A.M.

MAR 23 1979

BOOK 1192 PAGE 493

State of Colorado )  
County of Mesa ) ss.

Reception No. 1186927

Earl Sawyer Recorder

EASEMENT

L. R. Eades and WAYNE E. EADES

Approved:

R/W Agent

METHOD OF PAYMENT

NAME OF LINE

Document No.

Grantor, in consideration of Ten Dollars (\$10) and other good and valuable consideration to Grantor in hand paid by PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, 550 15th Street, Denver, Colorado 80202, Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee, its successors and assigns, a perpetual easement for the transmission, distribution, or both, of electricity and for the transmission of communication signals on, over, under and across the following described premises located in the \_\_\_\_\_ County of \_\_\_\_\_  
Mesa, State of Colorado, to-wit:

An easement through, over or across a portion of Lot 2 and Lot 3 in the N1/2NW1/4 of Section 29, Township 1 South, Range 1 East of the Ute P.M. being 25 feet on either side of the following described centerline.

Beginning at a point 5 feet East of the southwest corner of Lot 3, Section 29, Township 1 South, Range 1 East of the Ute principal meridian; thence East 1942 feet to the southeast corner of the tract described on Page 28 Book 980 of the records of Mesa County Clerk and Recorder; thence North 11 degrees 07 minutes West 25.48 feet to the true point of beginning; thence West 1902.09 feet, 25 feet North of and parallel to the southernmost boundary of said tract, to a point; thence North 651.34 feet, 240 feet East of and parallel to the West boundary of said tract, to a point; thence North 10 degrees 35 minutes West 42 feet more or less to the point of ending on the North boundary of said tract. Containing 2.98 Acres.  
The exterior lines of said easement extend to the property lines. Together with the right for guys, anchors, and supports outside of the above described easement at the angle points.

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines and communication facilities, both overhead and underground, including towers, poles and other supports of whatever materials; together with braces, anchors, cross-arms, cables, conduits, wires, conductors, manholes, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises.

No buildings, structures, signs or wells shall be erected, placed or permitted to remain on, under or over said premises. No other objects shall be erected, placed or permitted to remain on, under or over said premises which will or may be an interference with the facilities constructed on said premises or an interference with the exercise of any of the rights herein granted. Non-use or a limited use of this easement shall not prevent Grantee from thereafter making use of this easement to the full extent herein authorized.

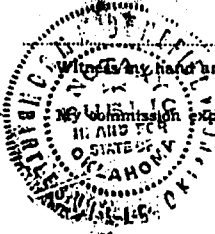
Grantee shall exercise the rights herein granted to it with due care, and all damage to the premises occurring hereunder resulting from the failure to exercise due care shall be paid for or repaired at the expense of Grantee.

The provisions of this easement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 20th day of February 1979.

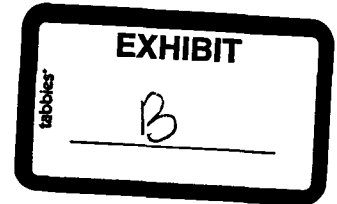
L.R. Eades  
Wayne E. Eades

STATE OF COLORADO, )  
COUNTY OF Oklahoma }  
The foregoing instrument was acknowledged before me this 20th day of February 1979, by L.R. Eades



Thomas Benefield  
Notary Public

EXHIBIT  
tabbles  
A



# LETTER AGREEMENT

This Agreement is made by and between Public Service Company of Colorado (Public Service), a Colorado corporation and Riverview Estates, LLC (Owner).

Whereas, Owner is the owner of record of the following lands (Property):  
A portion of Lot 2 and Lot 3 in the N/2NW/4 of Section 29, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado. Being more particularly described in Book 4053 at Page 1 of the Mesa County Records, Mesa County, Colorado

WHEREAS, Public Service, an electric and gas utility company, desires an easement across said Property ten feet in width, to survey, construct, maintain, operate, repair, replace, control and use said utility lines and related fixtures and devices, through, over, under, across, and along a course as said lines may be hereafter constructed and replaced (the Easement). WHEREAS, Owner wishes to have Public Service convey all that part of that easement recorded in Book 1192 at Page 493 of the Mesa County Records, Except the Easterly One Hundred (100) feet of said Easement.

The parties agree to as follows:

1. Upon completion of construction of utility lines, Public Service shall present Owner with Public Service's standard Easement form containing a legal description describing the Easement based on "as built" location.
2. Owner agrees on behalf of themselves, their successors and assigns to execute such standard Easement,
3. In the event Owner sells, assigns or transfers the Property or any portion thereof, Owner agrees to notify Public Service at least fifteen (15) days prior to such sale, assignment or transfer.
4. After Public Service's standard Easement form has been executed covering lands across said Property and after the new 3 phase under ground power has been installed and energized across said Property, Public Service agrees to execute a Quit Claim Deed to Owner or their successor or assigns covering all that part of that easement recorded in Book 1192 at Page 493 of the Mesa County Records, Except the Easterly One Hundred (100) feet of said Easement.
5. In the event Owner, their successor or assigns, fail to execute Public Service's standard Easement form covering the Property within fifteen (15) days from the date of the Easement is sent or presented to Owner or their successor or assigns this Letter Agreement shall be null and void and of no effect.

OWNER:

Riverview Estates, LLC

By: [Signature]  
Title: Manager

Dated: 12/28/05

PUBLIC SERVICE COMPANY OF COLORADO:

By: [Signature]  
Title: Desinger

Date: 1-3-2006

RECORDER NOTE: POOR QUALITY DOCUMENT  
PROVIDED FOR REPRODUCTION