

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): American Estate and Trust
	Parcels: RW-12, MPE-12

This Memorandum of Agreement (“Agreement”) is made and entered into this 10th day of December, 2024, by and between **American Estate and Trust, LC FBO John A. Nelson IRA** hereinafter referred to as “the Owner”, and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as “the City”.

RECITALS:

- A. The City of Grand Junction, a Colorado home rule municipality (“City”), is proceeding with implementation of the D ½ Road Improvement Project (“Project”). The Project will widen and add street improvements to D ½ Road from 29 Road on the west to 30 Road on the east. Improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities (“Project Improvements”). Construction of the Project is anticipated to begin in 2024 with Ballot Initiative No. 2A funds approved by a majority of the City electorate in November of 2019.
- B. The Owner owns certain real property within the limits of the Project located at 2956 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2943-171-00-237, hereinafter referred to as “the Owner’s Property”.
- C. The installation, operation, maintenance, repair and replacement of the Project Improvements requires the acquisition of the following described real property interests from the Owner:

Parcel No. RW-12: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 500 square feet (0.01 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “A” and depicted on the accompanying graphic illustration labeled Exhibit “C”; and also

Parcel No. MPE-12: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 700 square feet (0.02 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit “B” and depicted on the accompanying graphic illustration labeled Exhibit “C”.

The above referenced real property interests may be referred to collectively hereafter as the “Acquired Property”.

- D. The City has obtained and reviewed an appraisal prepared by a Colorado Certified General Appraiser to estimate the fair market value and just compensation to be offered for the Acquired Property. In consideration of the foregoing, the City and the Owner agree to the following sum of money as just compensation for the Acquired Property and any improvements, damages or costs to cure itemized below:

Parcel No. RW-12:	500 sq.ft. @ \$1.50/sq.ft.	= \$750.00
Parcel No. MPE-12:	700 sq.ft. @ \$1.50/sq.ft. x 50%	= \$525.00

Total Land & Easement Value = \$1,275.00

Improvements:		
	<i>500 sq.ft. Asphalt Driveway</i>	= \$2,375.00

Total Improvements Contributory Value = \$2,375.00

Total Consideration = \$3,700 (rounded)

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner subject to the promises, terms, covenants and conditions of this Agreement.
2. Subject to the City’s typical payment processing period, the Total Consideration shall be remitted, at the City’s sole discretion, to the Owner by either (1) the City directly in the form of a City check,

- or (2) a title company selected by the City, to which the City has deposited the Total Consideration pending upon the execution and delivery by the Owner to the City of:
- a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient General Warranty Deed for Parcel No. RW-12.
 - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-12.
 - d. One (1) completed and executed Federal Form W-9.
 - e. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
3. The Total Consideration shall fully compensate the Owner for the Owner's interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owner and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to: ad valorem property taxes due for prior years; current year ad valorem property taxes prorated to the date of closing (applicable to any fee simple parcel included in the Acquired Property), and satisfaction, subordination or release of all liens, judgments and financial encumbrances to deliver financially unencumbered title to the City. The Owner agrees to sell, convey and discharge all such interests in and to the Acquired Property by executing in writing any and all necessary deeds, documents and/or conveyances, including but not limited to, requests for releases, whether full or partial as applicable, or subordinations of deeds of trust.
 4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner.
 5. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
 6. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
 7. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
 8. This Agreement is a legal instrument. The City recommends the Owner seek the advice of the Owner's own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

Owner:
American Estate and Trust, LC FBO
John A. Nelson IRA

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

By: 


Andrea Phillips, Interim City Manager

Name: Brent Hayashida

MICHAEL P. BENNETT

Title: Trust officer

EXHIBIT A

LEGAL DESCRIPTION

2943-171-00-237

RIGHT-OF-WAY PARCEL NO. RW-12

A parcel of land being a portion of an entire tract of land as described in Reception Number 2708730 located in the West Half of the West Half of the Northeast Quarter (W1/2 W1/2 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C 1/4 corner of said Section 17, and assuming the south line of said SW1/4 NE1/4 bears S.89°58'57"E. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, S.89°58'57"E. a distance of 329.87 feet; thence N.00°10'37"W. a distance of 30.00 feet to the southwest corner of said entire tract and the Point of Beginning.

Thence along the west line of said entire tract, N.00°10'37"W. a distance of 10.00 feet; thence S.89°58'57"E. a distance of 50.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°10'52"E. a distance of 10.00 feet to the southeast corner of said entire tract; thence along the south line of said entire tract, N.89°58'57"W. a distance 50.00 feet to the Point of Beginning.

Said parcel of land CONTAINING 500 square feet or 0.01 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

LEGAL DESCRIPTION

2943-171-00-237

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-12

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2708730 located in the West Half of the West Half of the Northeast Quarter (W1/2 W1/2 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C 1/4 corner of said Section 17, and assuming the south line of said SW1/4 NE1/4 bears S.89°58'57"E. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, S.89°58'57"E. a distance of 329.87 feet; thence N.00°10'37"W. a distance of 40.00 feet to the northwest corner of Right-of-Way Parcel RW-12 and the Point of Beginning.

Thence along the west line of said entire tract, N.00°10'37"W. a distance of 14.00 feet; thence S.89°58'57"E. a distance of 50.00 feet to a point on the east line of said entire tract; thence along the east line of said entire tract, S.00°10'52"E. a distance of 14.00 feet to the northeast corner of said Parcel RW-12; thence along the north line of said Parcel RW-12, N.89°58'57"W. a distance 50.00 feet to the Point of Beginning.

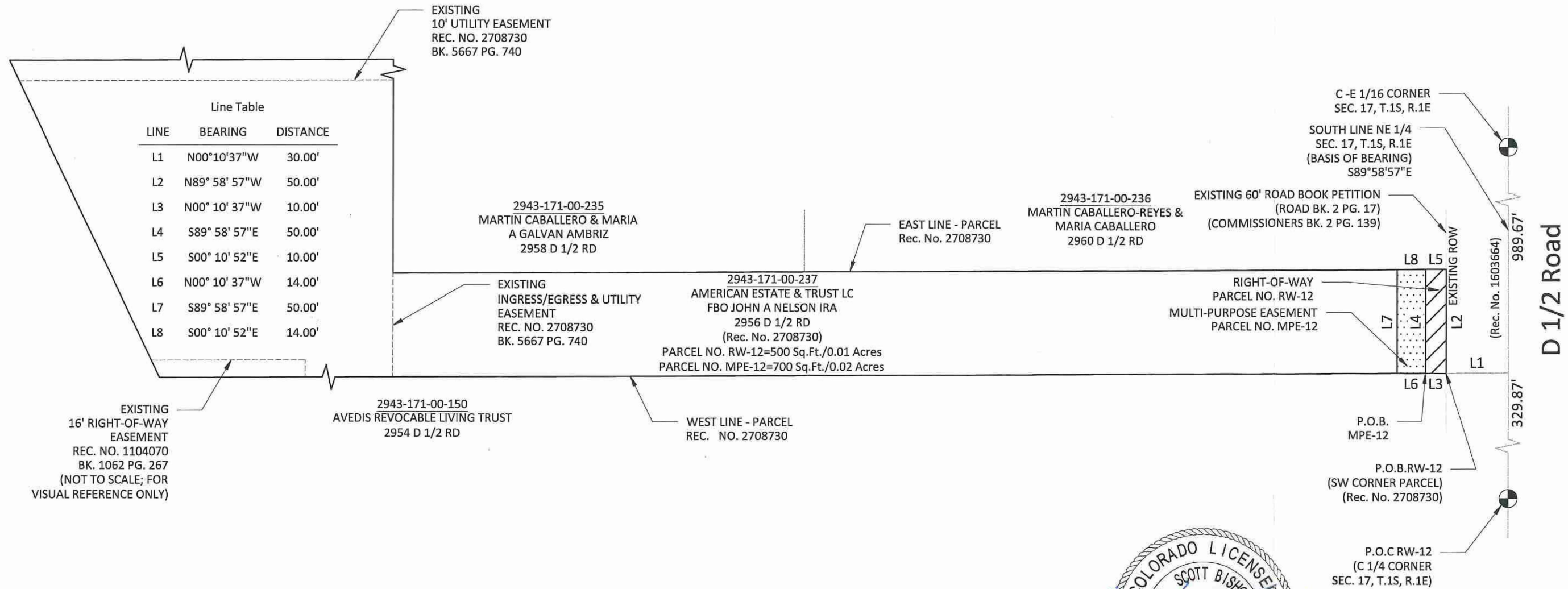
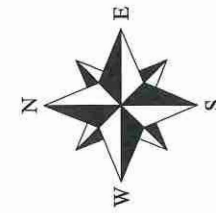
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Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT C

Portion of 2943-171-00-237
 Located in a part of the
 W1/2 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado



Line Table

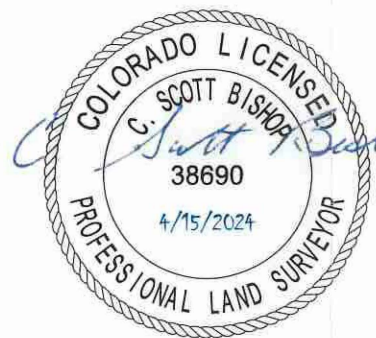
LINE	BEARING	DISTANCE
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L3	N00° 10' 37"W	10.00'
L4	S89° 58' 57"E	50.00'
L5	S00° 10' 52"E	10.00'
L6	N00° 10' 37"W	14.00'
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L8	S00° 10' 52"E	14.00'

ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

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

DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=50'





STATEMENT OF AUTHORITY

Order No.: 370-F04871-23-LT

- This Statement of Authority relates to an entity named American Estate and Trust, LC FBO John A. Nelson IRA, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- The type of entity is a:

<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Registered Limited Liability Partnership
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Registered Limited Liability Limited Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Government or Governmental Subdivision or Agency
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust
<input type="checkbox"/>	
- The entity is formed under the laws of Nevada.
- The mailing address for the entity is 6900 Westcliff Dr, Ste 603, Las Vegas, NV 89145.
- The name position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is: Brent Hayashida, Trust Officer.
- *The authority of the foregoing person(s) to bind the entity is not limited limited as follows:
- Other matters concerning the manner in which the entity deals with interests in real property:
- The Statement of Authority is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
- This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of this entity.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

American Estate and Trust, LC FBO John A. Nelson
IRA

BY: [Signature]
Brent Hayashida
Trust Officer

STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 4th day of August, 2025, by Brent Hayashida as Trust Officer of American Estate and Trust, LC FBO John A. Nelson IRA.

[Signature]
Notary Public

My Commission Expires: 8-13-2028



*This form should not be used for instruments conveying title to real property.
*The absence of any limitation shall be prima facie evidence that no such limitation exists.
The statement of authority must be recorded to obtain the benefits of the statute.

WARRANTY DEED

This Warranty Deed made this 10th day of December, 2024 by and between **American Estate and Trust, LC FBO John A. Nelson IRA**, who is the owner of a parcel of land located at 2956 D 1/2 Road, Grand Junction, CO 81504 as recorded at Reception No. 2708730, in the Mesa County Clerk and Recorder's records, Colorado, for and in consideration of Ten Dollars and 00/100, (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have sold, granted and conveyed, and by these presents do hereby sell, grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, its successors and assigns forever all right, title and interest in fee simple the following described parcel of land for Public Road and Utilities Right-of-Way purposes, to wit:

See **Exhibit "A" and Exhibit "B"** attached hereto and incorporated herein by reference for the legal descriptions and graphic illustrations of the parcels of land that are the subject of this instrument.

Said Parcel being a part of Mesa County Assessor Parcel No. 2943-171-00-237

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantors hereby covenanting that Grantors will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 10th day of December, 2024.

American Estate and Trust, LC FBO John A. Nelson IRA

By: [Signature]

Name: Brent Hayashida

Title: Trust Officer

State of Nevada)
County of Clark) ss.

The foregoing instrument was acknowledged before me this 10th day of Dec, 2024, by Brent Hayashida as Trust officer of American Estate and Trust, LC FBO John A. Nelson IRA.

Witness my hand and official seal.

My Commission Expires: 8-13-2028

[Signature]
Notary Public

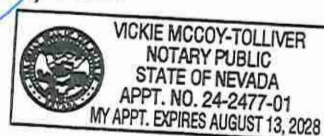


EXHIBIT A

LEGAL DESCRIPTION

2943-171-00-237

RIGHT-OF-WAY PARCEL NO. RW-12

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Thence along the west line of said entire tract, N.00°10'37"W. a distance of 10.00 feet; thence S.89°58'57"E. a distance of 50.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°10'52"E. a distance of 10.00 feet to the southeast corner of said entire tract; thence along the south line of said entire tract, N.89°58'57"W. a distance 50.00 feet to the Point of Beginning.

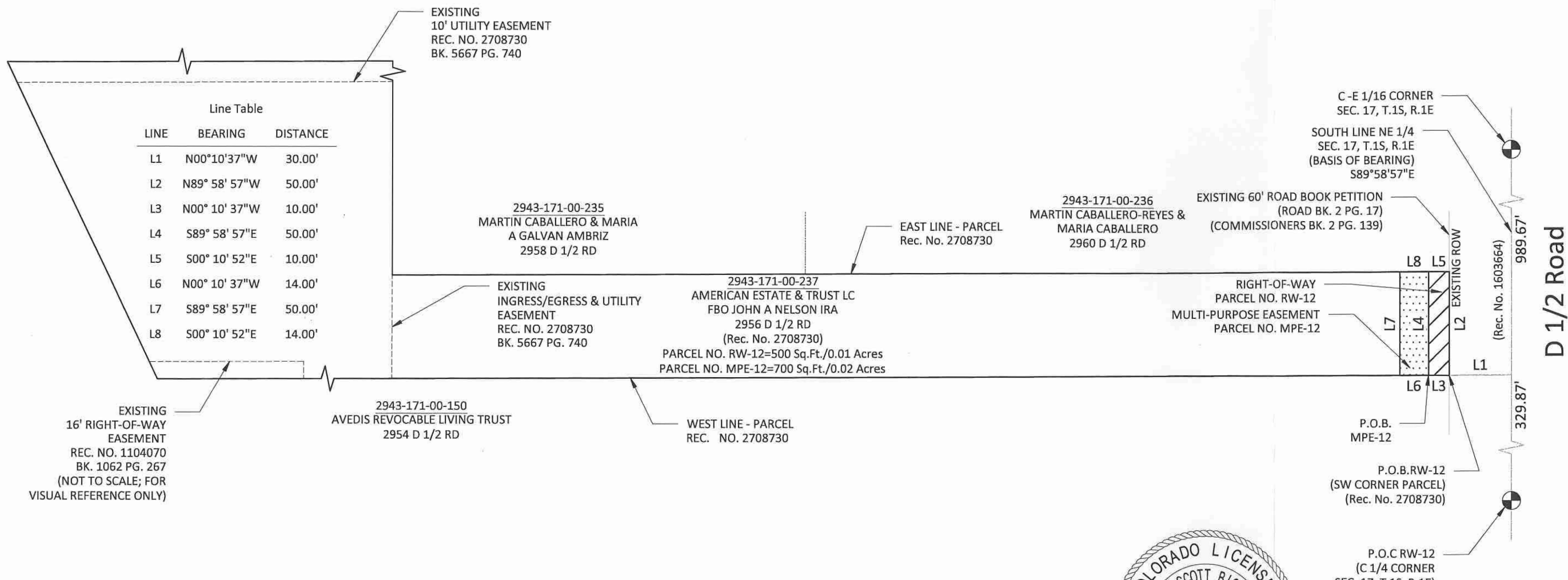
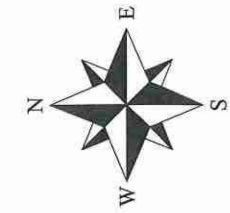
Said parcel of land CONTAINING 500 square feet or 0.01 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

Portion of 2943-171-00-237
 Located in a part of the
 W1/2 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado



LINE	BEARING	DISTANCE
L1	N00°10'37"W	30.00'
L2	N89° 58' 57"W	50.00'
L3	N00° 10' 37"W	10.00'
L4	S89° 58' 57"E	50.00'
L5	S00° 10' 52"E	10.00'
L6	N00° 10' 37"W	14.00'
L7	S89° 58' 57"E	50.00'
L8	S00° 10' 52"E	14.00'

EXISTING
 16' RIGHT-OF-WAY
 EASEMENT
 REC. NO. 1104070
 BK. 1062 PG. 267
 (NOT TO SCALE; FOR
 VISUAL REFERENCE ONLY)

2943-171-00-150
 AVEDIS REVOCABLE LIVING TRUST
 2954 D 1/2 RD

2943-171-00-235
 MARTIN CABALLERO & MARIA
 A GALVAN AMBRIZ
 2958 D 1/2 RD

EXISTING
 INGRESS/EGRESS & UTILITY
 EASEMENT
 REC. NO. 2708730
 BK. 5667 PG. 740

2943-171-00-237
 AMERICAN ESTATE & TRUST LC
 FBO JOHN A NELSON IRA
 2956 D 1/2 RD
 (Rec. No. 2708730)
 PARCEL NO. RW-12=500 Sq.Ft./0.01 Acres
 PARCEL NO. MPE-12=700 Sq.Ft./0.02 Acres

WEST LINE - PARCEL
 REC. NO. 2708730

EAST LINE - PARCEL
 Rec. No. 2708730

2943-171-00-236
 MARTIN CABALLERO-REYES &
 MARIA CABALLERO
 2960 D 1/2 RD

EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

C-E 1/16 CORNER
 SEC. 17, T.1S, R.1E
 SOUTH LINE NE 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 S89°58'57"E

P.O.B.
 MPE-12

P.O.B. RW-12
 (SW CORNER PARCEL)
 (Rec. No. 2708730)

P.O.C RW-12
 (C 1/4 CORNER
 SEC. 17, T.1S, R.1E)

989.67'
 (Rec. No. 1603664)
 329.87'

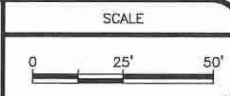
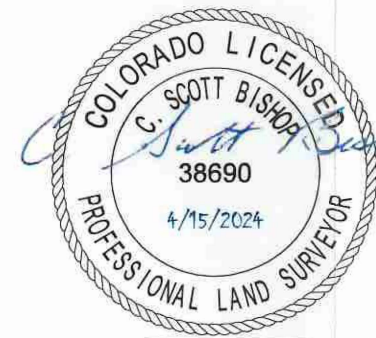
D 1/2 Road

ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

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

DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=50'



D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 12

GRANT OF MULTI-PURPOSE EASEMENT

American Estate and Trust, LC FBO John A. Nelson IRA, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, 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 N. 5th Street, Grand Junction, CO 81501, a Perpetual Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance and repair of said utilities and appurtenances, which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees, grade structures, , on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2943-171-00-237

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees forever, together with the right to enter upon said premises with workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 10th day of December, 2024.

American Estate and Trust, LC FBO John A. Nelson IRA

By: [Signature]

Name: Brent Hayashida

Title: Trust officer

State of Nevada)

) ss.

County of Clark)

The foregoing instrument was acknowledged before me this 10th day of Dec, 2024, by Brent Hayashida as Trust officer of American Estate and Trust, LC FBO John A. Nelson IRA.

Witness my hand and official seal.

My Commission Expires: Aug 13, 2028

[Signature]
Notary Public

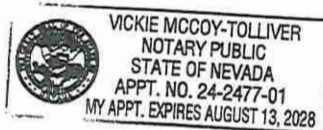


EXHIBIT A

LEGAL DESCRIPTION

2943-171-00-237

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-12

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Commencing at the C 1/4 corner of said Section 17, and assuming the south line of said SW1/4 NE1/4 bears S.89°58'57"E. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, S.89°58'57"E. a distance of 329.87 feet; thence N.00°10'37"W. a distance of 40.00 feet to the northwest corner of Right-of-Way Parcel RW-12 and the Point of Beginning.

Thence along the west line of said entire tract, N.00°10'37"W. a distance of 14.00 feet; thence S.89°58'57"E. a distance of 50.00 feet to a point on the east line of said entire tract; thence along the east line of said entire tract, S.00°10'52"E. a distance of 14.00 feet to the northeast corner of said Parcel RW-12; thence along the north line of said Parcel RW-12, N.89°58'57"W. a distance 50.00 feet to the Point of Beginning.

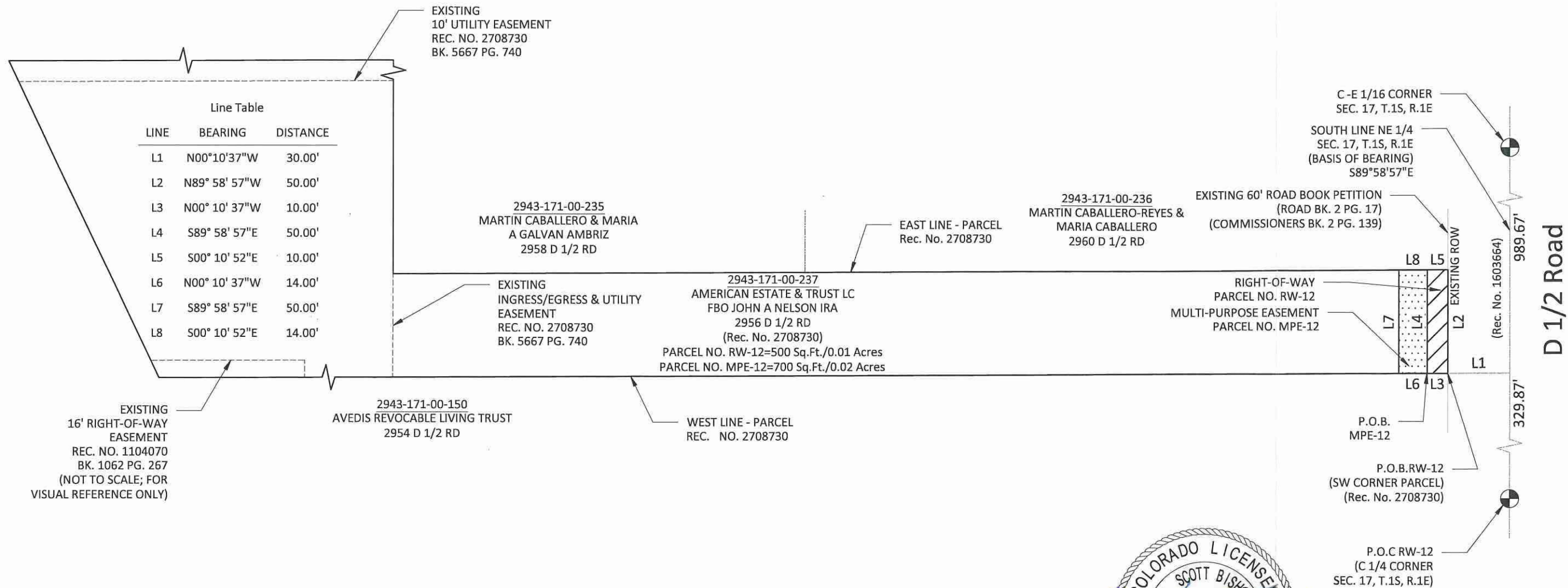
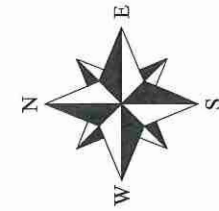
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Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

Portion of 2943-171-00-237
 Located in a part of the
 W1/2 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado

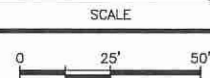


ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

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

DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=50'



ENGINEERING & TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
EXHIBIT PARCEL 12