

LDC94SRS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: LOWE DEVELOPMENT CORPORATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PRE-ANNEXATION
AGREEMENT, AMENDMENT TO PRE-ANNEXATION AGREEMENT, AND WARRANTY
DEED FOR SOUTH RIM SUBDIVISION

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Orig. in Deed File
Copy to City Attorney on
3-22-95

BOOK 2132 PAGE 955

Reception No. _____ Recorder
Recorded at _____ o'clock _____ M., _____

1711500 11:33 AM 03/14/95
MONIKA TODD CLK&REC MESA COUNTY CO
DOC EXEMPT

WARRANTY DEED

Grantor, LOWE DEVELOPMENT CORPORATION, whose address is c/o P.O. Box 398, Grand Junction, CO 81502 County of Mesa, State of Colorado, for the consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, hereby sells and conveys to CITY OF GRAND JUNCTION, whose legal address is 250 N. 5th, Grand Junction, CO 81501, County of Mesa, and State of Colorado, the following real property in the County of Mesa, and State of Colorado, to wit:

See Exhibit "A," consisting of three pages, attached hereto and by this reference incorporated herein.

also known by street and number as Vacant Land.

with all its appurtenances, and warrant(s) the title to the same, subject to:

1995 general taxes, payable in 1996, and all subsequent taxes, easements, rights-of-way, restrictions, covenants, conditions and reservations of record or in use and subject to the terms and conditions of that certain Pre-Annexation Agreement between Grantor and Grantee dated May 2, 1994, recorded at Book 2132, Page 2037, Mesa County Records, including but not limited to a restriction on all future buildings and structures placed upon the subject property to non-specular roof materials and earthen tones for all external colors.

Signed this 1st day of MARCH 1995.

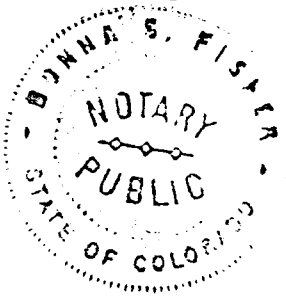
LOWE DEVELOPMENT CORPORATION
By: David G. Behrhorst
David G. Behrhorst, Vice President

STATE OF COLORADO)
COUNTY OF PITKIN) ss.

The foregoing instrument was acknowledged before me this 1st day of MARCH 1995 by David G. Behrhorst, Vice President of Lowe Development Corporation.

My commission expires 4/21/96. Witness my hand and official seal.

Monika Todd
Notary Public



=====

OPEN SPACE BOUNDARY

A parcel of land located in the portions of the NW1/4, SW1/4, and the SE1/4 of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows;

Commencing at the Southwest corner of the Southeast Quarter Northwest Quarter (SE1/4 NW1/4) of Section 8, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, whence the Southeast corner of the Northeast Quarter Southwest Quarter (NE1/4 SW1/4) bears S 0°01'17" W a distance of 1317.82 for a basis of bearings, with all bearings contained herein relative thereto; thence N 0°01'17" E a distance of 146.88 feet along the West line of the Northeast Quarter Northwest Quarter (NE1/4 NW1/4) of Section 8 to the TRUE POINT OF BEGINNING; thence South 86 degrees 15 minutes 34 seconds East (S 86°15'34" E), a distance of 242.44 feet; thence South 58 degrees 31 minutes 25 seconds East (S 58°31'25" E), a distance of 363.44 feet; thence South 74 degrees 35 minutes 38 seconds East (S 74°35'38" E), a distance of 291.44 feet; thence South 53 degrees 10 minutes 05 seconds East (S 53°10'05" E), a distance of 301.81 feet; thence South 80 degrees 23 minutes 42 seconds East (S 80°23'42" E), a distance of 247.79 feet; thence South 00 degrees 02 minutes 31 seconds East (S 00°02'31" E), a distance of 287.90 feet; thence South 66 degrees 21 minutes 38 seconds East (S 66°21'38" E), a distance of 559.76 feet; thence South 29 degrees 47 minutes 32 seconds East (S 29°47'32" E), a distance of 518.61 feet; thence North 89 degrees 47 minutes 13 seconds West (N 89°47'13" W), a distance of 81.23 feet; thence following along the Westerly boundary of Rio Vista Subdivision South 50 degrees 11 minutes 48 seconds West (S 50°11'48" W), a distance of 353.40 feet; thence North 39 degrees 48 minutes 12 seconds West (N 39°48'12" W), a distance of 150.00 feet; thence South 50 degrees 11 minutes 48 seconds West (S 50°11'48" W), a distance of 200.00 feet; thence South 39 degrees 48 minutes 12 seconds East (S 39°48'12" E), a distance of 150.00 feet; thence continuing along the Westerly boundary of Rio Vista Subdivision South 50 degrees 11 minutes 48 seconds West (S 50°11'48" W), a distance of 256.20 feet; thence South 46 degrees 10 minutes 48 seconds West (S 46°10'48" W), a distance of 167.18 feet; thence South 31 degrees 00 minutes 48 seconds West (S 31°00'48" W), a distance of 165.00 feet; thence South 15 degrees 10 minutes 48 seconds West (S 15°10'48" W), a distance of 100.00 feet; thence South 04 degrees 10 minutes 48 seconds West (S 04°10'48" W), a distance of 427.18 feet; thence South 00 degrees 06 minutes 38 seconds West (S 00°06'38" W), a distance of 98.20 feet; thence North 88 degrees 40 minutes 42 seconds West (N 88°40'42" W), a distance of 263.65 feet; thence North 08 degrees 49 minutes 28 seconds East (N 08°49'28" E), a distance of 566.32 feet; thence North 23 degrees 56 minutes 28 seconds East (N 23°56'28" E), a distance of 818.30 feet; thence North 32 degrees 56 minutes 57 seconds East (N 32°56'57" E), a distance of 230.49 feet; thence North 86 degrees 05 minutes 15 seconds East (N 86°05'15" E), a distance of 46.66 feet; thence North 42 degrees 06 minutes 17 seconds East (N 42°06'17" E), a distance of 237.01 feet; thence North 23 degrees 31 minutes 15 seconds West (N 23°31'15" W), a distance of 194.47 feet; thence North 54 degrees 22 minutes 53 seconds West (N 54°22'53" W), a distance of 198.64 feet; thence North 61 degrees 41 minutes 03 seconds West (N 61°41'03" W), a distance of 401.54 feet; thence North 88 degrees 33 minutes 23 seconds West (N 88°33'23" W), a distance of 461.51 feet to a point on the Southerly right of way of Greenbelt Drive as recorded in Book 1061, Page 892 of the Mesa County Records; thence the following Nine (9) courses along said right of way; (1) along a non tangent curve to the left

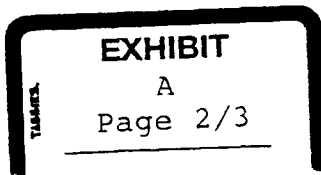
EXHIBIT

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Page 1/3

having a radius of 1105.92 feet, arc length of 255.42 feet, delta angle of 13 degrees 13 minutes 59 seconds (13°13'59"), a chord bearing of South 55 degrees 56 minutes 00 seconds West (S 55°56'00" W), and a chord length of 254.86 feet; (2) South 49 degrees 19 minutes 01 seconds West (S 49°19'01" W), a distance of 259.08 feet; (3) North 40 degrees 40 minutes 55 seconds West (N 40°40'55" W), a distance of 10.00 feet; (4) along a non tangent curve to the right having a radius of 746.20 feet, arc length of 143.63 feet, delta angle of 11 degrees 01 minutes 42 seconds (11°01'42"), a chord bearing of South 54 degrees 49 minutes 50 seconds West (S 54°49'50" W), and a chord length of 143.41 feet; (5) North 00 degrees 00 minutes 00 seconds West (N 00°00'00" W), a distance of 70.05 feet to the Northerly right of way of Greenbelt Drive; (6) along a non-tangent curve to the left having a radius of 686.20 feet, arc length of 97.41 feet, delta angle of 08 degrees 07 minutes 59 seconds (08° 07' 59 "), a chord bearing of North 53 degrees 22 minutes 59 seconds East (N 53°22'59" E), and a chord length of 97.32 feet; (7) North 40 degrees 40 minutes 55 seconds West (N 40°40'55" W), a distance of 10.00 feet; (8) North 49 degrees 19 minutes 01 seconds East (N 49°19'01" E), a distance of 259.08 feet; (9) along a curve to the right having a radius of 1185.92 feet, arc length of 448.48 feet, delta angle of 21 degrees 40 minutes 04 seconds (21°40'04"), a chord bearing of North 60 degrees 09 minutes 03 seconds East (N 60°09'03" E), and a chord length of 445.82 feet; thence North 19 degrees 00 minutes 55 seconds West (N 19°00'55" W), a distance of 163.21 feet; thence North 58 degrees 13 minutes 51 seconds West (N 58°13'51" W), a distance of 735.76 feet to the TRUE POINT OF BEGINNING. Said parcel containing 23.876 acres, as described.

94119POS.LGL



OPEN SPACE EXHIBIT
SOUTH RIM SUBDIVISION
GRAND JUNCTION, COLORADO

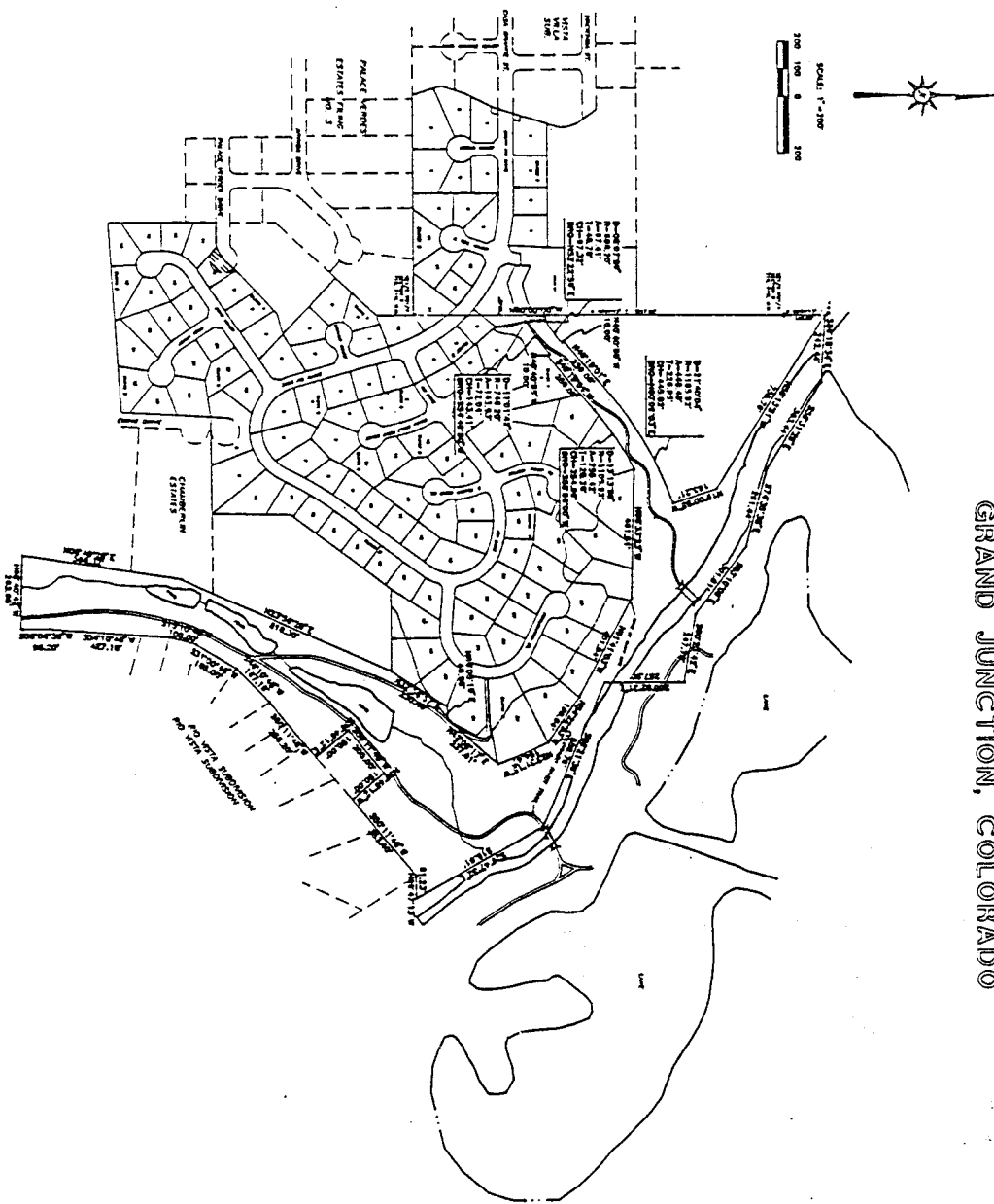


EXHIBIT
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Page 3/3

OPEN SPACE EXHIBIT
SOUTH RIM SUBDIVISION
GRAND JUNCTION, COLORADO

Professional Surveying Services
P.O. Box 400, Grand Jct., CO 81502
303-241-2311

Drawn by: [blank]
Scale: 1" = 100'

AMENDMENT TO PRE-ANNEXATION AGREEMENT

This amendment between Lowe Development Corporation, a California Corporation, ("Developer"), and The City of Grand Junction, a municipal corporation, State of Colorado, hereinafter referred to as "City", is made this 1st day of March, 1996.

On May 2, 1994, Developer and the City entered into a pre-annexation agreement. In paragraph 14 of that May 2, 1994, agreement the parties dealt with an area described in the May agreement as a public open space. Said Section 14 provided, in pertinent part, "City agrees to restrict for public parking for the Connected Lakes trail, to 'day use only' and to not more than 300' north of the right-of-way for E Road, except for occasional special events. City shall install an adequate barrier at the northern most point of the 300' to prevent public auto access."

The parties have met on-site and have agreed that these amendments are appropriate and necessary.

The parties hereby agree to modify the quoted language: (1) so that the northern limit of the parking for the Connected Lakes trail shall be 375 feet instead of 300 feet; and (2) the parties agree that the City shall relocate the adequate barrier so that it shall be located at the northern most point of the 375 feet to prevent public auto access.

Except as provided herein, the May 2, 1994, agreement shall continue in effect.

CITY OF GRAND JUNCTION
250 North Fifth Street
Grand Junction, CO 81501

BY: 

Date: 3-14-96

LOWE DEVELOPMENT CORPORATION

BY: 

David G. Behrhorst
Vice President
P. O. Box 398
Grand Junction, CO 81502

Date: March 1, 1996

PRE-ANNEXATION
AGREEMENT1711165 11:31 AM 03/09/95
MONIKA TODD CLK&REC MESA COUNTY CO

THIS AGREEMENT made and entered into this 2ND day of ~~April~~^{MAY}, 1994, by and between Lowe Development Corporation, a California corporation ("Developer"), and the City of Grand Junction, a municipal corporation, State of Colorado, hereinafter referred to as "City".

In consideration of the mutual obligations, benefits, duties and promises the parties hereto agree as follows:

1. Developer represents that it is the owner of the property described in Exhibit "A" attached hereto (the "Property") and that it has the authority to enter into this agreement on the terms and conditions set forth. If Developer needs to obtain the consent or agreement of another party in order to effectuate this agreement, Developer agrees to do so.

2. City has initiated the annexation process to annex the Property into the City. The City may annex the property in conjunction with other properties in the area in order that the City may maximize the extent of territory annexed.

3. This agreement may be recorded with the Clerk and Recorder in Mesa County, Colorado, and if recorded shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

4. Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment or collection by City of any fee or charge which is of uniform or general application, or necessary for the protection or promotion of the public health or welfare.

5. If the annexation of the property or any portion thereof is challenged by a referendum or an initiative, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the election. If the final judgment of a court of competent jurisdiction orders the disconnection of all or any portion of the property from the City, then this Agreement and all provisions contained herein shall be null and void and of no further effect as to that portion of the Property which is disconnected, except as otherwise provided herein. If such final judgment does not require the disconnection of all or a portion of the Property from the City, then Developer and City shall continue to be bound by all the terms and provisions of this Agreement. As of the date hereof the City represents it

has not received any referendum or petition regarding the subject property.

6. In the event that the annexation of the property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative election), City and Developer shall cooperate to cure the legal defect which resulted in disconnection of the property, and upon such cure this Agreement shall be deemed to be, in part, an agreement to annex the property to City pursuant to § 31-12-121, C.R.S. and the terms of this agreement shall be binding on the parties. Developer shall reapply for annexation, or the City may sign, as Developer's attorney-in-fact, a petition to annex, when the property becomes eligible for annexation as determined by City.

7. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held illegal or invalid. Each party represents to the other that it is unaware of any pending actions or existing circumstances which would void this agreement or make the provisions of this agreement impossible to perform, except as provided herein.

8. Except as otherwise stated herein, no right or remedy of disconnection of the described property from the City shall accrue from this agreement, other than that provided by § 31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at Developer's request, this agreement shall be void and of no further force and effect as to any portion of the Property.

9. The Developer has proposed that the City adopt, in accordance with the provisions of the Zoning and Development Code of the City, the current PR-3.5 zoning for the Property and adopt the Amended ODP and Filing 1 for the property approved by Mesa County as the Preliminary Plan and Plat copies of which are attached hereto as Exhibits "B-1" and "B-2" respectively. The City's planning staff has reviewed the request and agrees that such zoning, Preliminary Plan and Plat is consistent with City requirements and is acceptable. The City's planning staff agrees to recommend such zoning to the Planning Commission and the City Council.

If the City Council does not adopt zoning, preliminary plan and plat for the Property substantially as provided herein, this agreement may be terminated at the option of the Developer if Developer gives written notice of such termination within 30

calendar days of the Council's adoption of a different zoning for the Property.

10. The improvements guarantee required by the City Code to ensure that the required improvements are constructed by the Developer (to City standards) may be in the form of an agreement in substantially similar form to that attached hereto as Exhibit "C".

11. The Developer shall obtain any required governmental approvals, including any approvals from the City, at no cost to the City, for the construction, repair and maintenance of the utilities which are required to serve the Property.

12. The Developer understands that this agreement does not change or modify Developer's obligations to pay costs, fees and other charges normally charged by the City, or other local governments or utilities. The City, however, agrees that Developer shall be given credit for the 14.6 acres previously conveyed for public use in connection with the Connected Lakes State Park and for future dedication and conveyance of approximately 23 acres and no additional parks/open space fees shall be charged against the property described on Exhibit "A" attached hereto.

13. The Developer agrees that upon its submittal for Filing 2 of South Rim Subdivision, Developer shall propose an amendment to the ODP for the development to increase the height restrictions within the single family lots identified for envelope type A from 15 feet to 18 feet and to eliminate the Ewing Drive access and shall improve South Rim Drive west of the Subdivision to 23 Road with curb, gutter, sidewalk and an asphalt mat overlay at the existing street width. Improvements to South Rim Drive shall not be required if the Developer is required to improve Ewing Drive. The improvements to South Rim Drive shall be completed on or before August 1, 1995.

14. Developer agrees that the area described as Public Open Space on Exhibit "B-1" attached hereto shall be conveyed to the City. All major debris shall be removed from the Public Open Space prior to conveyance. The conveyance shall be by general warranty deed subject to reservations, restrictions and easements of record or in use. Developer agrees that the proposed connecting bike/pedestrian path from South Rim to the east end of the Public Open Space shall be constructed by Developer as a 4 inch thick concrete trail section under the standards attached hereto as Exhibit "C". City agrees to ~~covenant the restriction~~ for public parking for the Connected Lakes Trail to day use only and to not more than 300 feet north of the right-of-way for E Road except for occasional special events. City shall install an adequate barrier at the northernmost point of the 300 feet to prevent public auto access. Developer reserves the right to install and maintain directional signage within the Public Open Space identifying the

location of South Rim Subdivision subject to the reasonable review and approval of the City.

15. The City and the Developer agree and understand that the Public Open Space described on Exhibit "B-1" attached hereto shall be subject to an easement or easements for utility and irrigation services and a planned sewer lift station to be to be constructed by the City serving the property to be annexed hereunder as well as adjacent properties. Developer shall pay a reasonable pro-rata share of the cost of the lift station constructed by the City. In the event the City has not put a lift station in operation by June 1, 1995, the Developer may install his own lift station within the Subdivision and upon transfer of the station to the City shall have no additional financial obligations to the City for the lift station or sewer service fees other than the existing \$750.00 plant investment fees.

16. The City and the Developer agree and understand that a portion of Greenbelt Drive within the ODP shall be vacated as set forth on Exhibit "B-2" attached hereto. A portion of Palace Verdes Drive and Ewing Drive shall be vacated, all as more specifically set forth on Exhibit "B-1" attached hereto. The City and Developer further agree and understand that Greenbelt Drive from the intersection with Redlands Parkway to the northeast property line set forth on Exhibit "A" shall be renamed South Rim Drive.

17. This agreement shall bind the signatory parties and their respective heirs, successors and assigns.

18. The Developer's remedies, upon non-performance by the City pursuant to this Agreement, are limited to the following: the Developer shall give notice of default to the City Manager specifying the action giving cause to said default. The City shall have 30 days from its receipt of said notice to correct the alleged default. Upon the correction of said default within the 30 days period the agreement shall be restored and all terms and conditions will be in full force and effect.

In the event a default is not timely corrected, the Developer has the right to sue for specific performance, however, in no event shall the City be liable for any damages whether indirect, special or consequential. Each party agrees to pay its own attorney's fees in such event, unless otherwise provided by law.

19. This agreement constitutes the entire agreement of the parties and supersedes any prior discussions, agreements or negotiations.

20. Notice pursuant to this agreement shall be given by certified mail to the address listed under the signature lines or

to such other address as a party may hereafter designate by certified mail.



Stephanie Nye
Stephanie Nye
City Clerk

CITY OF GRAND JUNCTION

By: Carol M. Lappi
~~Mark K. Achen~~ ~~City Manager~~
City Manager
250 North Fifth Street
Grand Junction, CO 81501

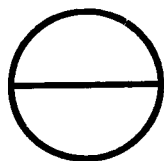
LOWE DEVELOPMENT CORPORATION

By: David D. Behlendorf
Vice-President
P.O. Box 398
Grand Junction, CO 81502

Beginning at the SE Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T.1 S., R.1 W. of the Ute Meridian; Thence S 90°00'00" W along the south line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 8 a distance of 787.75 feet; Thence N 18°36' W 102.96 feet; Thence N 17°37' E 98.64 feet; Thence N 26°41' E 103.18 feet; Thence N 17°17' E 162.75 feet; Thence N 17°06' E 36.53 feet; Thence S 69°57' E 303.75 feet; Thence N 90°00' E 182.39 feet; Thence N 19°12' E 216.42 feet; Thence N 90°00' E 146.58 feet to a point on the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 8; Thence N 00°01'17" E 743.46 feet to the NW Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 8; Thence continuing N 00°01'17" E 146.68 feet; Thence S 89°15'34" E 242.44 feet; Thence N 45°41'08" E 366.16 feet; Thence N 69°53'28" E 394.00 feet; Thence S 83°30'48" E 433.34 feet; Thence S 01°48'15" E 466.40 feet to the NE Corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 8; Thence S 00°01'03" W along the east line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8 a distance of 653.50 feet; Thence S 66°21'38" E 559.76 feet; Thence S 29°47'32" E 518.61 feet; Thence N 89°47'13" W 81.23 feet; Thence S 50°11'48" W 809.60 feet; Thence S 46°10'48" W 167.18 feet; Thence S 31°00'48" W 165.00 feet; Thence S 15°10'48" W 100.00 feet; Thence S 04°10'48" W 427.18 feet; Thence S 00°06'38" W 98.20 feet; Thence N 88°40'42" W 263.65 feet; Thence N 08°49'28" E 566.32 feet; Thence N 23°56'28" E 128.10 feet; Thence S 89°40'53" W 604.90 feet; Thence S 03°05'00" W 36.89 feet; Thence S 86°14'00" W 728.92 feet; N 00°11'55" E 313.94 feet; Thence N 42°56'00" E 491.53 feet; Thence N 00°14'46" W 130.59 feet to the point of beginning, containing 91.5 acres, all in Mesa County, Colorado.

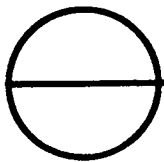
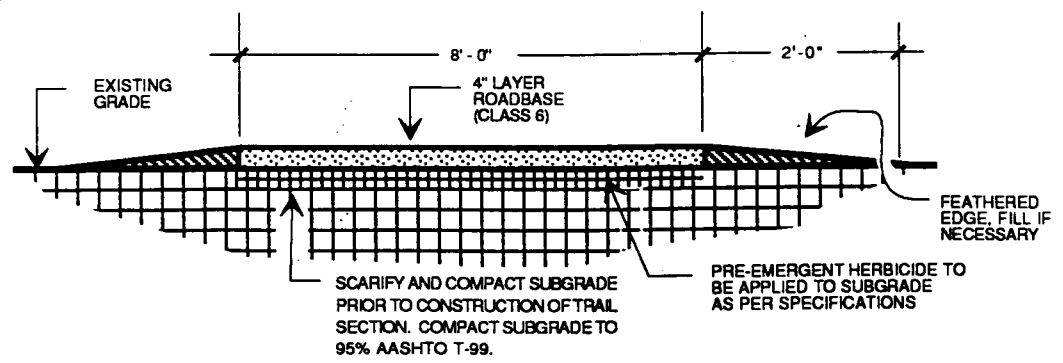
BOOK 2132 PAGE 207

EXHIBIT
"A"



4" THICK ROADBASE TRAIL SECTION

NOT TO SCALE



4" OR 6" THICK CONCRETE TRAIL SECTION

NOT TO SCALE

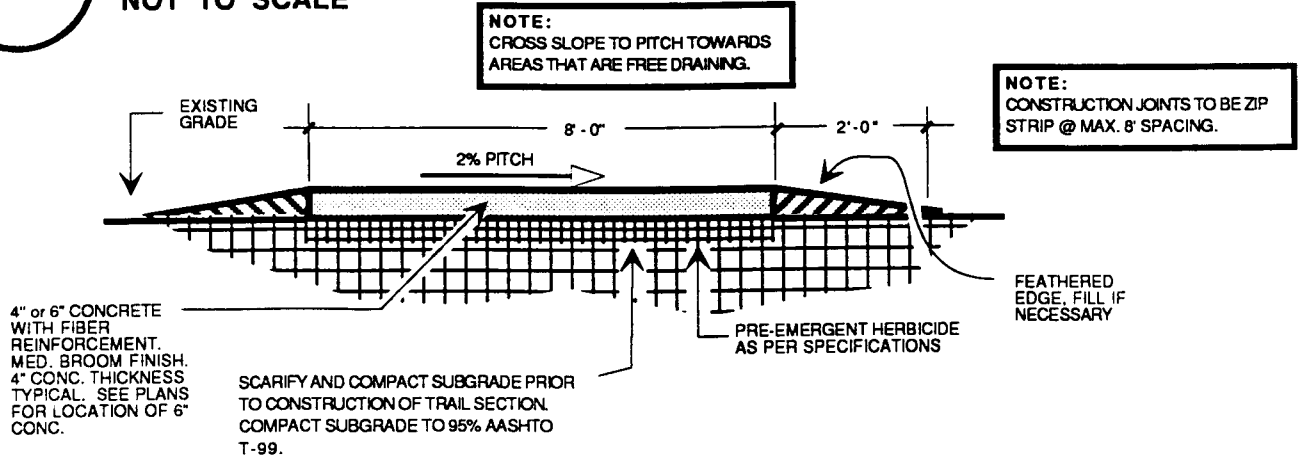


EXHIBIT
"C"

GOLDEN, MUMBY, SUMMERS & LIVINGSTON

ATTORNEYS AT LAW
NORWEST BANK BUILDING, SUITE 400
2808 NORTH AVENUE
P.O. BOX 398
GRAND JUNCTION, COLORADO 81502

JAMES GOLDEN
KEITH G. MUMBY
K.K. SUMMERS
J. RICHARD LIVINGSTON

AREA CODE 303
TELEPHONE 242-7322
FAX 242-0698

SUSAN M. DACKONISH

May 10, 1994

Dan Wilson
Grand Junction City Attorney
250 N. 5th Street
Grand Junction, CO 81501

HAND DELIVERED

Re: South Rim Subdivision
Pre-Annexation Agreement

Dear Dan:

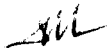
Enclosed please find the fully executed pre-annexation agreement for South Rim. The change on Page 3 has been initialed and Exhibit B-1 has been corrected to show the future roadway vacations.

I understand you will file the agreement with the Clerk. Please advise if you need additional copies or recording fees.

Thank you for your efforts in bringing this matter to a conclusion.

Sincerely,

GOLDEN, MUMBY, SUMMERS & LIVINGSTON


J. Richard Livingston

JRL/jar
enc.

cc: David G. Behrhorst w/enc.

K:\LIV\DESTINAT\WILSON.3LT

SOUTH RIM FILING NO. ONE

A REPLAT OF THE BLUFFS WEST AS RECORDED IN PLAT BOOK 11 PAGE 267 AND PORTIONS OF ADJOINING PARCELS

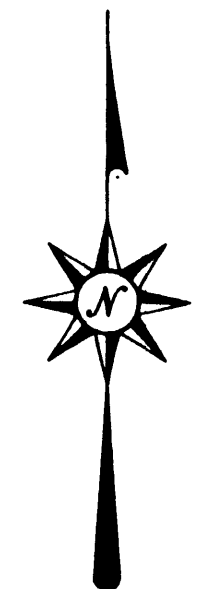
CURVE DATA TABLE

CURVE#	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT
C1	20.00'	18.10'	17.49'	S 25°55'40" W	9.72'	9.72'
C2	48.00'	63.08'	58.62'	N 14°13'06" E	75.18'27"	37.01'
C3	48.00'	65.78'	52.69'	S 64°44'11" E	66.34'52"	31.52'
C4	48.00'	52.72'	50.11'	N 58°32'05" E	62°55'51"	29.37'
C5	48.00'	66.12'	61.69'	S 12°23'35" W	78°55'15"	39.52'
C6	20.00'	18.10'	17.49'	N 25°55'40" W	9.72'	9.72'
C7	20.00'	18.10'	17.49'	S 44°59'43" W	51°51'20"	9.72'
C8	48.00'	71.82'	67.34'	N 57°47'05" W	28°02'33"	11.10'
C9	48.00'	36.93'	36.02'	N 22°43'32" E	44°04'34"	19.43'
C10	48.00'	44.98'	43.34'	N 28°08'46" W	53°40'06"	24.28'
C11	48.00'	60.70'	56.74'	S 89°12'41" E	72°27'40"	35.17'
C12	48.00'	73.27'	66.36'	S 10°49'36" W	87°27'45"	45.92'
C13	20.00'	18.10'	17.49'	N 05°58'37" W	51°51'20"	9.72'
C14	592.25'	48.33'	48.31'	S 87°37'54" E	04°40'31"	24.18'
C15	592.25'	108.82'	108.67'	S 80°11'46" E	10°31'40"	54.56'
C16	540.25'	137.14'	136.77'	S 82°41'49" E	14°32'40"	68.94'
C17	540.25'	97.73'	97.59'	S 60°58'52" E	10°21'52"	49.00'
C18	566.25'	733.26'	683.09'	S 25°21'18" E	74°11'42"	428.21'
C19	566.25'	189.29'	188.41'	S 80°23'32" E	19°09'13"	95.54'
C20	566.25'	543.97'	523.29'	S 43°17'41" E	55°02'29"	295.03'
C21	540.25'	80.12'	80.01'	S 10°11'13" E	09°33'27"	45.18'
C22	540.25'	149.61'	149.13'	S 38°18'28" E	15°52'01"	75.29'
C23	540.25'	137.67'	137.29'	S 23°04'27" E	14°36'01"	69.21'
C24	20.00'	30.48'	27.62'	N 26°14'59" E	87°19'52"	19.09'
C25	588.69'	87.01'	86.93'	N 65°40'52" E	08°28'06"	43.58'
C26	544.69'	82.43'	82.35'	N 63°40'57" E	08°40'15"	41.29'
C27	592.25'	73.10'	73.05'	S 28°48'16" E	07°04'19"	36.60'
C28	592.25'	92.16'	92.07'	S 38°48'54" E	08°54'58"	46.77'
C29	592.25'	85.71'	85.64'	S 45°25'09" E	08°17'32"	42.93'
C30	592.25'	81.32'	81.26'	S 70°49'57" E	07°52'02"	40.72'
C31	592.25'	179.71'	178.49'	S 81°15'56" E	17°02'02"	90.28'
C32	178.00'	35.18'	35.13'	N 10°48'11" W	11°19'31"	17.65'
C33	566.69'	129.35'	129.07'	S 67°19'05" E	13°04'40"	64.96'
C34	592.25'	16.97'	16.97'	S 63°41'11" E	01°38'30"	8.49'
C35	566.25'	57.92'	57.90'	S 18°42'17" E	05°51'40"	28.99'
C36	222.00'	14.69'	14.68'	S 09°00'15" E	09°00'15"	17.48'
C37	222.00'	28.34'	28.32'	S 12°48'35" E	07°18'47"	14.19'
C38	222.00'	19.50'	19.50'	S 06°38'12" W	05°01'59"	9.76'

GENERAL NOTES

Note 1. Greenbelt Drive as Recorded in Book 1061, Page 892, is vacated within the hatched portions as shown on this plat, per Mesa County Planning Department Resolution MCM 84-12 dated Jan. 18, 1984. The remaining portions are to be re-dedicated as a Public Pedestrian Right-of-Way and Road Right-of-Way for South Rim Drive.

Note 2. All foundation construction must meet the requirements contained within "Subsurface Soils Exploration" by Lincoln-Devore, Inc. as dated August 3, 1993, and as amended Dec. 7, 1993.



SCALE: 1"=50'

LEGEND

- MESA COUNTY OR BLM SURVEY MONUMENT
- ⊙ CALCULATED POSITION (NOT SET)
- SET ALUMINUM CAP ON NO. 5 REBAR, PLS 16835, SET IN CONCRETE
- FOUND PROPERTY CORNER AS NOTED
- REBAR AND CAP TO BE SET AT ALL LOT CORNERS

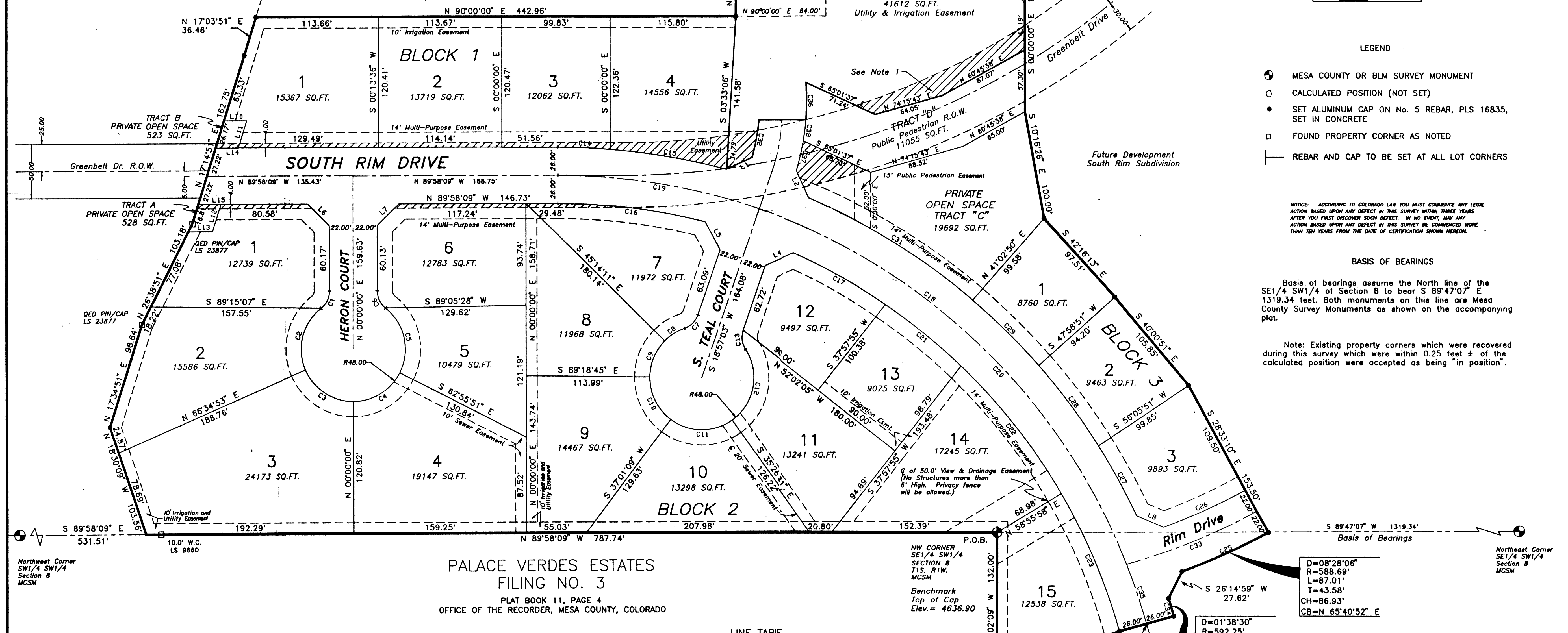
NOTICE: ACCORDING TO COLORADO LAW YOU MUST EXAMINE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST OCCUPY SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE BRAGD UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

BASIS OF BEARINGS

Basis of bearings assume the North line of the SE 1/4 SW 1/4 of Section 8 to bear S 89°47'07" E 1319.34 feet. Both monuments on this line are Mesa County Survey Monuments as shown on the accompanying plat.

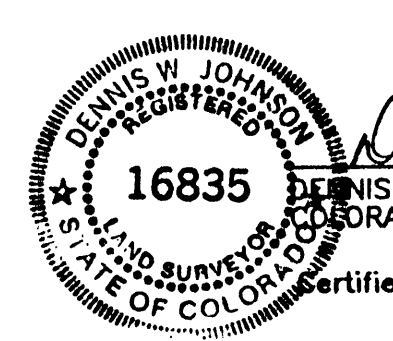
Note: Existing property corners which were recovered during this survey which were within 0.25 feet ± of the calculated position were accepted as being "in position".

VISTA VILLA SUBDIVISION
PLAT BOOK 11, PAGE 65
OFFICE OF THE RECORDER, MESA COUNTY, COLORADO



PALACE VERDES ESTATES
FILING NO. 3
PLAT BOOK 11, PAGE 4
OFFICE OF THE RECORDER, MESA COUNTY, COLORADO

SURVEYOR'S CERTIFICATION
I hereby certify that this plat of SOUTH RIM FILING NO. 1 and the survey thereof were completed under my direct supervision, and that both have been completed according to the standards of practice and the laws of the State of Colorado, and are correct to the best of my knowledge.



MINIMUM SETBACK REQUIREMENTS

PRINCIPAL BUILDING	
Front	20 Feet
Side	10 Feet
Rear	20 Feet
Maximum Building Height	28 ft.
ACCESSORY BUILDING	
Front	Rear 1/2 of Lot
Side	0 Feet
Rear	0 Feet
Height	Max. 6.0' total Height and fence from public view.

LINE TABLE

LINE#	BEARING	DISTANCE
L1	N 64°51'34" E	25.81'
L2	S 23°58'27" E	27.55'
L3	N 00°00'00" E	47.00'
L4	N 66°23'37" E	29.46'
L5	S 28°14'13" E	29.34'
L6	S 44°59'05" E	28.28'
L7	N 45°00'55" E	28.29'
L8	S 67°35'01" E	26.92'
L9	N 80°00'00" E	44.14'
L10	S 89°58'09" E	20.94'
L11	S 17°14'51" E	26.17'
L12	N 17°14'51" E	26.17'
L13	S 89°58'09" E	22.28'
L14	S 89°58'09" E	20.94'
L15	S 89°58'09" E	20.94'

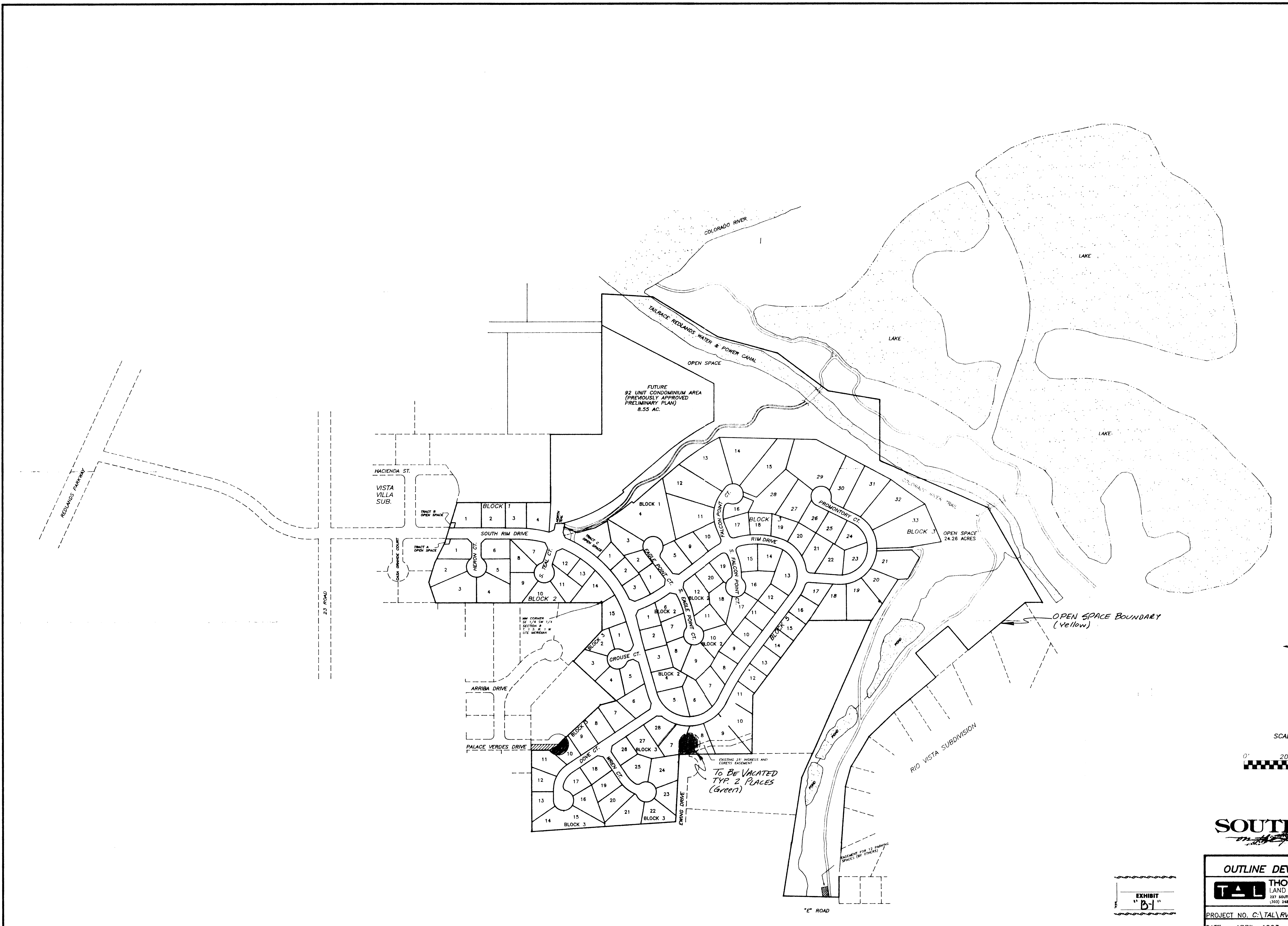
AREA SUMMARY

AREA IN LOTS	= 6.714 Acres
TRACTS A,B,C	= 0.476 Acres
PEDESTRIAN ROW	= 0.254 Acres
OUTLOT A	= 0.955 Acres
ROAD ROW	= 1.967 Acres
TOTAL	= 10.366 Acres

SOUTH RIM FILING NO. ONE
A REPLAT OF THE BLUFFS WEST
LOCATED IN THE SW 1/4
SECTION 8, T1S, R1W,
UTE MERIDIAN, MESA COUNTY, CO

Professional Surveying Services
P.O. BOX 4506
Grand Junction, CO 81502
303-241-3841

SUR. BY: JF/AD DRAWN BY: DMJ
JOB NO. 9340 SHEET 2 OF 2



SOUTH
OUTLINE DEVELOPMENT
THOMAS A. LAND DEVELOPMENT
 PROJECT NO. C:\TAL\RVH\9310
 DATE: APRIL, 1993