

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is executed this 26th day of April, 2010 at Grand Junction, Colorado. The parties to this Agreement are Russell and Norma J. Schuckman ("Schuckman") whose address is 829 West Main Street, Grand Junction, Colorado 81501, and the City of Grand Junction Colorado, a Colorado Municipal Corporation, ("City") whose address is 250 N. 5th Street, Grand Junction Colorado 81501.

In consideration of the premises stated, the Parties hereto agree as follows:

1. *Facts and Purposes:* The following facts and purposes pertain to this Agreement.

Schuckman is the owner of a parcel of land being commonly described as 829 West Main Street, Grand Junction, Colorado. Mesa County tax parcel identification number 2945-154-18-010, conveyed and recorded in Book 1402, Page 717 in the land records of Mesa County, Colorado.

City is the owner of a parcel of land being commonly described as 803 West Colorado Avenue, Grand Junction, Colorado. Mesa County tax parcel identification number 2945-154-18-945, conveyed and recorded in Book 1529, Page 970 in the land records of Mesa County, Colorado.

2. Due to the existence of a fence, shown on Exhibit A, the parties have heretofore assumed the fence is the boundary between the properties. Upon recent examination a question has arisen as to the correct and recognized boundary between the Schuckman and City properties. The area in dispute is described and established in the Attachment hereto title "Area in Dispute." That Attachment is incorporated by this reference as if fully set forth.

Schuckman and the City desire to determine and fix a common boundary line ("the Boundary Line") between their properties. The Boundary Line is described and established in the Attachment hereto titled "Agreed Upon Line." That Attachment is incorporated by this reference as if fully set forth.

3. *Statutory Authority.* This Agreement is entered into in accordance with the statutory requirements set forth in Section 38-44-112 C.R.S. to determine and permanently establish a common boundary line.

4. *Boundary Line.* The parties hereby determine and permanently establish a common boundary line ("the Boundary Line") between the properties as shown and described in this Agreement, Exhibit A and the Attachments hereto.

5. *Conveyance.* By their execution of this Agreement, the parties agree that the CITY does hereby convey to Schuckman the area north of the "6' chain link fence" shown on Exhibit A and described in the Attachments, with the fence to serve as the Boundary Line between the properties. From and after the date of the recording of this Agreement each party agrees and acknowledges that the other has no right, title or interest (other than for taxes and regulatory authority of the City) in the real property of the other that is the subject of this Agreement.

6. *Consideration.* The parties agree that there is adequate consideration for the making and enforcement of this Agreement.

7. *Applicable Law, Jurisdiction and Venue.* This Agreement is executed in the City of Grand Junction, Mesa County, Colorado and shall be interpreted, construed and governed by the laws thereof. Jurisdiction and venue for any action arising out of or under this Agreement and the interpretation, enforcement or determination of the rights and duties of the parties shall be in the Mesa County District Court.

8. *Attorney's Fees.* If any legal action is commenced or maintained in court, whether in law or in equity by any party to this Agreement as to the interpretation, enforcement, construction or the determination of the rights and duties of the parties to this Agreement or any document provided herein, the prevailing party shall be entitled to reasonable attorney's fees together with the costs and expenses incurred in such action. The City shall be entitled to recover the value of its in-house counsel.

9. *Entire Agreement.* This Agreement constitutes the entire and only agreement between the parties. All prior negotiations, agreements, representation and understandings, whether written or oral, are merged into and superseded by this Agreement and shall be of no force and effect.

10. *Binding Agreement.* This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, legal representatives and heirs.

11. *Counterparts.* This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement, document or instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 26th day of April 2010.


Norma J. Schuckman


Russell Schuckman

City of Grand Junction

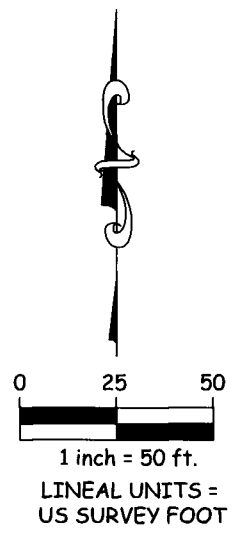
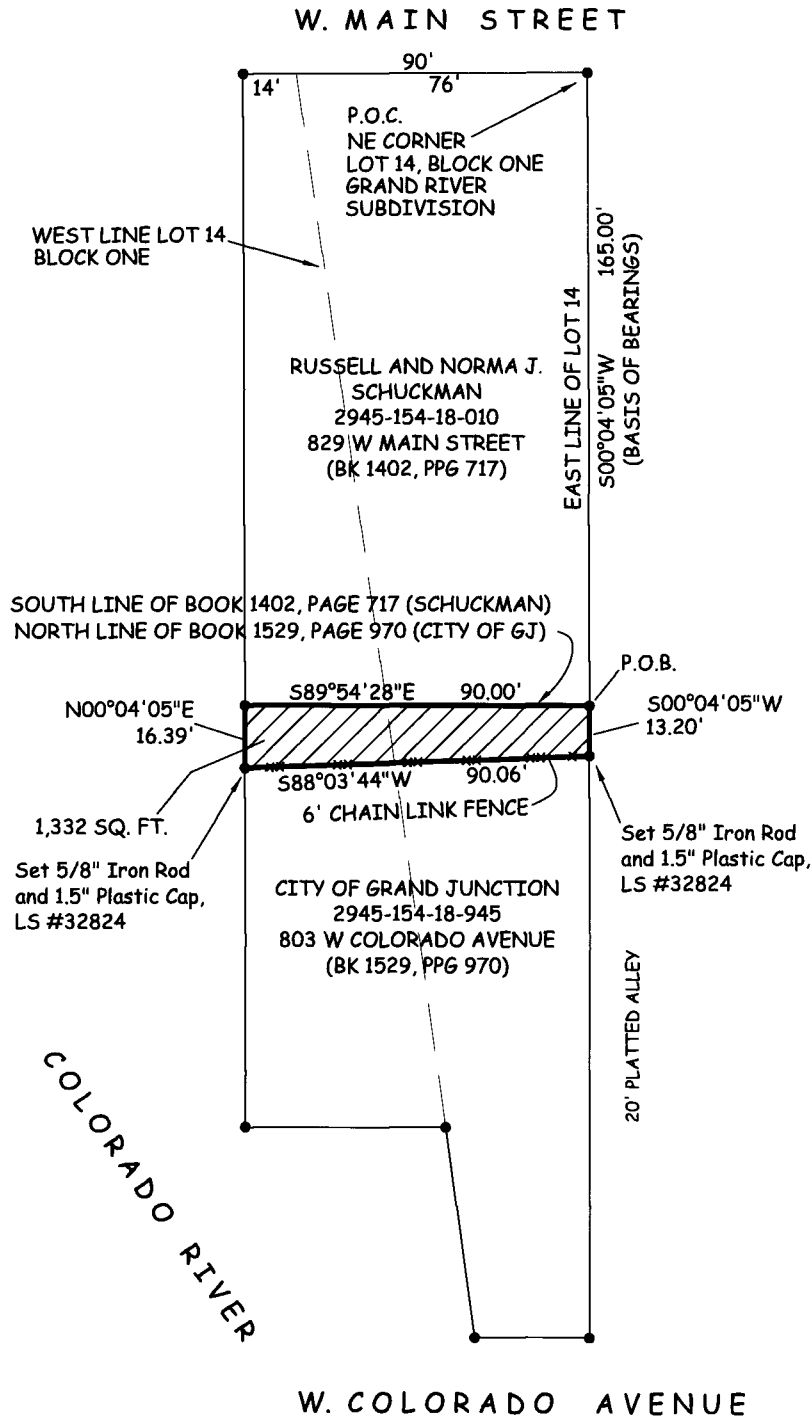
Laurie M. Kadrich
City Manager

Attest:

Stephanie Tuin
City Clerk

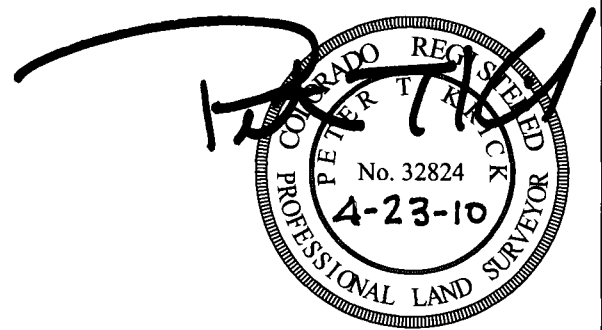


EXHIBIT "A"



ABBREVIATIONS

R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SSMH	SANITARY SEWER MAN HOLE
SQ. FT.	SQUARE FEET



I, Peter T. Krick, a Professional Land Surveyor licensed in the State of Colorado, Certificate No. 32824, do hereby certify that this sketch has been prepared under my direct supervision and represents data from a field survey of same, satisfying requirements of CRS 38-44-112. This survey is not a guaranty or warranty, either expressed or implied.

DRAWN BY: PTK
 DATE: 11-12-09
 SCALE: 1" = 50'
 APPR. BY: PTK

*CITY OF GRAND JUNCTION
 803 W. COLORADO AVENUE
 -AND-
 RUSSELL AND NORMA J. SCHUCKMAN
 829 W. MAIN STREET*



AREA IN DISPUTE

A certain parcel of land lying in the Southeast Quarter (SE 1/4) of Section 15, Township One South, Range One West of the Ute Principal Meridian and being a portion of Lot 14, Block One of the Grand River Subdivision, as same is recorded in Plat Book 1, Page 29, Public Records of Mesa County, Colorado, all lying in the City of Grand Junction, County of Mesa and State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 14, Block One of the Grand River Subdivision and assuming the East line of said Lot 14 bears S 00°04'05" W with all other bearings mentioned herein being referenced thereto; thence from said Point of Commencement, S 00°04'05" W along the East line of said Lot 14, a distance of 165.00 feet to a point being the Southeast corner of that certain parcel of land described in Book 1402, Page 717 and the Northeast corner of that certain parcel of land described in Book 1529, Page 970, all within the Public Records of Mesa County, Colorado and also being the POINT OF BEGINNING; thence from said Point of Beginning, continue S 00°04'05" W along the East line of said Lot 14, a distance of 13.20 feet to a point on an existing 6 foot chain link fence; thence S 88°03'44" W along said chain link fence, a distance of 90.06 feet to a point on the West line of that certain parcel of land described in Book 1402, Page 717; thence N 00°04'05" E along the West line of that certain parcel of land described in Book 1402, Page 717 to a point; thence S 89°54'28" E along the North line of that certain parcel of land described in Book 1402, Page 717 also being the South line of that certain parcel of land described in Book 1402, Page 717, a distance of 90.00 feet to the Point of Beginning.

CONTAINING 1,332 Square Feet or 0.03 Acres, more or less, as described.

Authored By: Peter T. Krick
City of Grand Junction
250 North Avenue
Grand Junction, Co

AGREED UPON LINE

A certain LINE lying in the Southeast Quarter (SE 1/4) of Section 15, Township One South, Range One West of the Ute Principal Meridian and being a portion of Lot 14, Block One of the Grand River Subdivision, as same is recorded in Plat Book 1, Page 29, Public Records of Mesa County, Colorado, all lying in the City of Grand Junction, County of Mesa and State of Colorado, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 14, Block One of the Grand River Subdivision and assuming the East line of said Lot 14 bears S 00°04'05" W with all other bearings mentioned herein being referenced thereto; thence from said Point of Commencement, S 00°04'05" W along the East line of said Lot 14, a distance of 178.20 feet to the POINT OF BEGINNING; thence from said Point of Beginning, S 88°03'44" W along a 6 foot chain link fence, a distance of 90.06 feet to a point on the West line of that certain parcel of land described in Book 1402, Page 717 and the Point of Terminus of the above described line.

The East and West ends of the above described line being marked with a 5/8" iron rod with a 1.5" orange plastic cap, stamped City of City of GJ, PLS #32824.

Authored By: Peter T. Krick
City of Grand Junction
250 North Avenue
Grand Junction, Co