

RECEPTION # 2698923, BK 5631  
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EXEMPT  
Sheila Reiner, Mesa County, CO  
CLERK AND RECORDER

**SPECIAL WARRANTY DEED**

(Meens Property, Mesa County, CO)

THIS SPECIAL WARRANTY DEED, is granted this 12<sup>th</sup> day of August, 2014, by MESA COUNTY LAND CONSERVANCY, INC., a Colorado nonprofit corporation (d/b/a Mesa Land Trust), 1006 Main Street, Grand Junction, Colorado, 81501 ("Grantor") for the consideration of Ten and No/100s Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, which hereby sells and conveys to the CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality, the address of which is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81521 the ("Grantee"), and to its successors and assigns forever, the following described property, known as the "Meens Property" or the "Property"),

See Exhibit "A", attached hereto and incorporated by reference.

with all of its appurtenances, and warrants the title against all persons claiming under Grantor, subject to taxes for the year 2014 and subsequent years, and subject to: (1) reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded December 27, 1895 at Reception No. 22552; (2) reservation of right of way for any ditches or canals constructed by the authority of United States, in U.S. Patent recorded December 27, 1895 at Reception No. 22552; (3) reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded September 8, 1908 at Reception No. 71972; (4) reservation of right of way for any ditches or canals constructed by the authority of United States, in U.S. Patent recorded September 8, 1908 at Reception No. 71972; (5) right of way, whether in fee or easement only, as granted to Ute Water Conservancy District by instrument recorded July 19, 1963 at Reception No. 844674; (6) right of way for road purposes, whether in fee or easement only, as granted to the County of Mesa by instrument recorded June 16, 1970 at Reception No. 989561; (7) right of way, including the terms and conditions thereof, as contained in Public Road Easement recorded December 31, 1979 at Reception No. 1212028; (8) terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded December 4, 2002 at Reception No. 2091007; (9) the effect, if any, of Public Road right-of-way as shown in Road Petition Book 2 at Page 134, File Number 216 and as recorded January 18, 2007 at Reception No. 2359614; (10) any and all rights of way for Glade Park Road, Random Hills Lane and Monument Road; and (11) the Reservation of Deed of Conservation Easement by the Grantor herein for the Meens Property, attached hereto as Exhibit 1.

IN WITNESS WHEREOF, this instrument is executed on the date written above.



GRANTOR: Mesa County Land Conservancy, Inc., a Colorado nonprofit corporation (d/b/a Mesa Land Trust)

By Stephen McCall

Title: Vice-president

STATE OF COLORADO )  
 ) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 12th day of August, 2014, by Stephen McCall as Vice-President of Mesa County Land Conservancy, Inc., a Colorado nonprofit corporation (d/b/a Mesa Land Trust).

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

Diane Hagen  
Notary Public

DIANE HAGEN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20024024054  
My Commission Expires July 29, 2018



**Exhibit A – Description of Property**  
(2 Pages)

The following described land which includes all of Lot 3 and Tract B, Tri-Mountain Subdivision, City of Grand Junction, Mesa County, Colorado, according to the plat thereof recorded on August 11, 2014 at Reception No. 2698703, and a portion of Lot 1, Tri-Mountain Subdivision, City of Grand Junction, Mesa County, Colorado, according to the plat thereof recorded on August 11, 2014 at Reception No. 2698703:

A parcel of land situated in the South half of the Northeast Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings relative thereto;

Thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West, a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast;

Thence 18.93 feet northeasterly along the arc of said curve, through a central angle of 6°51'46", with a chord bearing North 59°29'34" East, a distance of 18.91 feet;

Thence North 62°55'27" East tangent to said curve, a distance of 241.04 feet;

Thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51", with a chord bearing North 50°21'01" East, a distance of 181.56 feet to a point of reverse curvature;

Thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57", with a chord bearing North 50°30'04" East, a distance of 56.39 feet to a point of reverse curvature;

Thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06", with a chord bearing North 22°10'30" East, a distance of 205.56 feet;

Thence North 18°52'33" West tangent to said curve, a distance of 128.01 feet;

Thence North 26°07'27" East, a distance of 42.43 feet;

Thence North 19°02'10" West, a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30;

Thence along said centerline the following two (2) courses:

1. North 70°57'50" East, a distance of 157.58 feet;
2. North 64°32'50" East, a distance of 367.32 feet to the boundary of a right-of-way for

Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17;

Thence along said south right-of-way the following three (3) courses:

1. South 25°19'17" East, a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;
2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51", with a chord bearing North 53°13'18" East, a distance of 292.44 feet;
3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;

Thence along said north line North 89°16'43" East, a distance of 304.00 feet to Mesa County Survey Marker for the North Sixteenth corner on the East line of said Section 21;

Thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21 South 00°05'29" East, a distance of 216.02 feet;

Thence South 67°57'57" West, a distance of 208.39 feet;

Thence South 37°13'38" West, a distance of 197.55 feet;

Thence South 36°51'11" West, a distance of 211.12 feet;

Thence South 28°24'55" West, a distance of 285.27 feet;

Thence South 16°43'55" West, a distance of 182.53 feet;

Thence South 03°41'40" West, a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;

Thence along said South line North 89°46'48" West, a distance of 17.07 feet;

Thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19", with a chord bearing North 89°46'48" West, a distance of 90.00 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;

Thence along said South line North 89°46'48" West, a distance of 680.21 feet to the Point of Beginning.

EXCEPTING that right-of-way described in Book 947 at Page 530;

AND EXCEPTING Lot 2, Tri-Mountain Subdivision, City of Grand Junction, Mesa County, Colorado, according to the plat thereof recorded on August 11, 2014 at Reception No. 2698703.



# Exhibit 1

## RESERVATION OF DEED OF CONSERVATION EASEMENT

Mesa Land Trust  
Meens Property, Mesa County, CO

**NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH A GRANT #14124 (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (“BOARD”). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.**

**THIS RESERVATION OF DEED OF CONSERVATION EASEMENT (the “Easement” or the “Deed”) is made this 12<sup>th</sup> day of August, 2014, by the MESA COUNTY LAND CONSERVANCY, INC., a Colorado nonprofit corporation, doing business as MESA LAND TRUST, 1006 Main Street, Grand Junction, Colorado, 81501 (referred to herein as the “Conservancy”), which is conveying the Property described in Exhibit A herein subject to the reservation of this Deed of Conservation Easement, to the CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality, the address of which is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81521 (for purposes of this reservation referred to herein as the “Grantor” or the “City”), for the purpose of forever conserving the open space and character of the land, wildlife habitat, scenic qualities, and recreational values of the Property. The City has executed this reservation of Deed of Conservation Easement for the purpose of acknowledging that the Property is being conveyed to it subject to the terms of this Deed of Conservation Easement. The Grantor and the Conservancy are individually referred to herein as a “Party”, and are collectively referred to herein as the “Parties”.**

The following Exhibits are attached hereto and made a part of this Conservation Easement:

- Exhibit A - Description of the Property
- Exhibit B - Map of Property

### RECITALS:

- A) The Conservancy is the sole owner in fee simple of approximately 13 acres of land located in Mesa County, Colorado legally described in Exhibit A and depicted on Exhibit B attached to and made a part of this Deed, as described herein (the “Property”). The Conservancy intends, as owner of the Property, to reserve to itself in the conveyance of the fee title to the City, the right to preserve and protect in perpetuity, as provided for herein, the Conservation Values of the Property, as described herein. The City accepts conveyance of the fee title to the Property subject to the terms and conditions of this Reservation of Deed of Conservation Easement, which the Conservancy reserves in order to preserve and protect in perpetuity the Conservation Values of the Property.
- B) The open space, scenic vistas, wildlife habitat, recreational and other characteristics of the Property, its current use and state of improvement, are described in a “*Present Conditions Report*” (“*Baseline Report*”) dated July 14, 2014, and has been acknowledged in writing

by the Parties to be complete and accurate as of the date of this Easement. Both the Grantor and Conservancy shall keep signed copies of the Baseline Report. The Baseline Report is intended to be the best evidence to establish the present condition of the Property if there is a controversy over its use, but is not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.

- C) The Property possesses *natural, scenic, open space, wildlife habitat and recreational values* (collectively, the “**Conservation Values**”) of great importance to the Conservancy, the people of Mesa County, the State of Colorado, and the United States of America, which are worthy of protection, and which are described in the Baseline Report. The conservation purposes described herein are part of the Conservation Values of the Property.
- D) The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(4) is furthered by this Easement, “The preservation of certain open space (including farmland and forest land) for the scenic enjoyment of the general public and will yield a significant public benefit.”
- 1) The Property contains an array of Conservation Values that make it an ideal property to conserve, from natural habitat to providing an intact and open viewshed. The Property lies on Monument Road and residents and visitors en-route to the Colorado National Monument enjoy the view of the No Thoroughfare Wash. The Property also lies adjacent to the Lunch Loop trail area and the Three Sisters property owned by the City of Grand Junction and co-administered by the City of Grand Junction and the United States Department of the Interior, Bureau of Land Management (“BLM”), which land in turn provides a buffer between developed areas and the Colorado National Monument.
  - 2) The Property is composed of native desert shrub and grass land and contains a wide variety of flowering plant and desert species including Jones’ bluestar, blanket flowers, paper flower, prickly pear cactus and many others. Native species such as galleta grass, Indian ricegrass, needle and thread grass, and three-awn are well established and are dominant in many areas, an unusual attribute in a landscape often susceptible to non-native species. There is a likelihood the Property contains two Colorado rare plants, the Colorado hookless cactus which is a federally-listed threatened species and the Grand Junction milkvetch.
  - 3) The native plant habitat supports wildlife populations consisting of resident and non-resident species. The majority of the resident species include reptiles and passerine bird species. Small mammals, mostly rodents are also residents. Larger mammals such as mule deer, red and gray fox, bobcat, and mountain lions use the area as part of their home range. In addition to providing habitat for many common birds and mammals such as the rock squirrel, gray fox, and cottontail rabbit, the Property also provides habitat for the rock wren, bushtit, lark sparrow, Gambel’s quail, red-tailed hawk and foraging ground for the peregrine falcon. This natural habitat lies within Grand Junction’s city limits and thus provides an important urban open space.
  - 4) No Thoroughfare Wash runs through the northern edge of the Property, draining a good portion of the Colorado National Monument and Glade Park. This wash, with its shrubs, provides excellent cover for birds and mammals.
  - 5) The Property may also contain paleontological resources. The Morrison Formation on adjacent properties is exposed and this late Jurassic period strata is

considered the most fertile source of dinosaur fossils in North America. Properties located within a few miles of the Property have yielded significant paleontological discoveries. The Property may provide an opportunity for natural history interpretation and research.

- 6) The Property is situated proximate to major growth corridors and increasing development pressures in the area have resulted in a rapid, recent influx of new homes situated on small lots.
  - 7) The preservation of the Property pursuant to this Easement will yield significant public benefit, for at least the following reasons: preservation of the Property will provide important open space and protect scenic vistas, and will buffer the area from surrounding growth. The Property includes significant wildlife and bird habitat, and is in an area which is experiencing substantial development which has reduced open and scenic vistas available to the public; preservation of the Property is consistent with Federal, State and local public conservation programs and with conservation efforts underway on adjoining or nearby properties; development of the Property would contribute to the degradation of the scenic vistas available to the public and to wildlife habitat, resulting in a loss of tourism and commerce to the area.
- E) The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(3) is furthered by this Easement, “To protect significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives.” The Property provides significant wildlife habitat, including a corridor for wildlife migration to and from adjacent and nearby lands administered by the BLM, and the Colorado National Monument, as further detailed in the Baseline Report.
- 1) The Property is composed of native desert shrub and grass land and contains a wide variety of flowering plant and desert species including Jones’ bluestar, blanket flowers, paper flower, prickly pear cactus and many others. Native species such as galleta grass, Indian ricegrass, needle and thread grass, and three-awn are well established and are dominant in many areas, an unusual attribute in a landscape often susceptible to non-native species. There is a likelihood the Property contains two Colorado rare plants, the Colorado hookless cactus which is a federally-listed threatened species and the Grand Junction milkvetch.
  - 2) The native plant habitat supports wildlife populations consisting of resident and non-resident species. The majority of the resident species include reptiles and passerine bird species. Small mammals, mostly rodents are also residents. Larger mammals such as mule deer, red and gray fox, bobcat, and mountain lions use the area as part of their home range. In addition to providing habitat for many common birds and mammals such as the rock squirrel, gray fox, and cottontail rabbit, the Property also provides habitat for the rock wren, bushtit, lark sparrow, Gambel’s quail, red-tailed hawk and foraging ground for the peregrine falcon. This natural habitat lies within Grand Junction’s city limits and thus provides an important urban open space.
- F) The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(2) is furthered by this Easement, “To preserve land areas for the outdoor recreation of the general public or for the education of the general public.” The general public shall have access to the Property for recreational and educational opportunities, as provided herein, subject to the regulations imposed on such use and access imposed by the Grantor as may be necessary to protect the public safety, and to protect the other Conservation Values of the Property, and to balance wildlife habitat needs and public recreation.

- G) The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:
- 1) Colorado Revised Statutes §38-30.5-101, *et seq.*, provides for the creation of conservation easements to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural ... or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity.”
  - 2) The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes Sec. §33-1-101, *et seq.*, which provide that “it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors,” and that “it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state.”
  - 3) The Colorado Department of Transportation statutes, Colorado Revised Statutes §43-1-401, *et seq.*, provide that the preservation and enhancement of the natural and scenic beauty of this state is a matter of substantial state interest.
  - 4) The Western Governors’ Association Policy Resolution 08-21 supports “voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife, and other values.
  - 5) Mesa Countywide Land Use Plan - Conservation Goal: “to encourage preservation of sustainable ecosystems.”
  - 6) Mesa Countywide Land Use Plan - Open Lands and Trails Goals: “to protect important open lands”, “new development should accommodate and protect wildlife habitats” and “to assure that open land is recognized as a limited and valuable resource which must be conserved whenever possible.”
  - 7) In 2002, Mesa County and City of Grand Junction Planning Commissions jointly adopted a Redlands Neighborhood Plan, and that Plan was subsequently incorporated into the Grand Junction Comprehensive Plan by vote of the City Council in February, 2010 (“**Comprehensive Plan**”). Findings supporting the adoption of the Redlands Neighborhood Plan include the following: “Monument Road has been identified as a visually important corridor on the Redlands, providing access to the Tabeguache [Lunch Loop] trailhead and a gateway to the Colorado National Monument. In addition to the ridgeline views along the corridor, the views on either side of the roadway are also of importance to maintain the open vistas to the Monument.” Appendix G (Redlands Neighborhood Plan) of the Comprehensive Plan includes the goals of “Protection of the visual/aesthetic character of the area” and “Conservation of ... natural areas/habitats.” The Redlands Neighborhood Plan includes the following goals: “To develop and maintain an interconnected system of ... trails” and “To include open space corridors and areas ... for recreational, transportation and environmental purposes.”
  - 8) Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of

Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.

- H) The Conservancy is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a "qualified organization" as defined in Section 170(h)(3) of the Code, and a charitable organization as defined in Section 38-30.5-104(2), CRS.
- I) The Grantor and the Conservancy desire to protect the Conservation Values of the Property in perpetuity by creation of a conservation easement in gross under Article 30.5 of Title 38, Colorado Revised Statutes.
- J) The Board of Directors of the Conservancy accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

NOW, THEREFORE, for reasons given, and in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §38-30.5-101, *et seq.*, the Conservancy, its successors and assigns hereby reserves and Grantor accepts the Property subject to a Conservation Easement in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the Property, exclusively for the purpose of conserving and forever maintaining the open space character, wildlife habitat and scenic qualities of the Property.

1. Purpose. The purpose of this Easement is to ensure that the Conservation Values are preserved and protected in perpetuity ("**Purpose**"). The Purpose is in accordance with §170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. To effectuate the Purpose of this Easement, Grantor and Conservancy intend to permit only uses of the Property that do not substantially diminish or impair the Conservation Values and to prevent any use of the Property that will substantially diminish or impair the Conservation Values.
2. Permitted Uses of Property. The following uses and practices by Grantor, though not an exhaustive recital, are consistent with and permitted by this Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior approval by the Conservancy. Procedures for prior approval are listed below.
  - 2.1. Recreational and Educational Uses; Management Plan.
    - 2.1.1. Recreational and Educational Uses. The Grantor shall have the right to engage in or permit the public to engage in non-motorized educational and recreational activities, such as horseback riding, hiking, bicycling, and other similar recreational uses, subject to the terms of the Public Access Paragraph 9, herein ("**Recreational and Educational Uses**"). Grantor shall have the right to allow Recreational and Educational Uses

which, by way of example only, may include bicycle tours and educational seminars.

- 2.1.2. Management Plan; Trails, Trail Facilities. Trails for bicycling and hiking (“Trails”), and related facilities, such as but not limited to, a trailhead, an informational/directional kiosk, signage, a restroom facility, paved or all-weather surface access to the restroom facility, and other improvements necessary to support the uses of the Trails (“Trail Facilities”), may be constructed, maintained, repaired and replaced on the Property in the locations and in the manner identified in an open space management plan, as approved by the Grantor and the Conservancy and amended from time to time (“Management Plan”). Facilities may also include sidewalks and/or all weather surface walkways and/or a parking area necessary for expanding trail use capacity for the existing and new trails. Trails, sidewalks, walkways and the parking area may be dirt or covered in gravel or may be paved, or constructed of concrete or other hard-surfaced materials, as provided in the Management Plan. The Management Plan will be created through a process that will include the Conservancy, the City (Grantor), and other interested parties as designated by the City and the Conservancy and shall be initially agreed upon within one year of the date of this Easement and shall be reviewed by the Parties at least every five years and updated if either Party determines an update is necessary to further the purposes of the Management Plan or the protection of the Conservation Values. The Management Plan will identify important natural resource values (such as rare plants, paleontological resource and/or scenic views) and ensure that public uses and/or facilities are compatible with preserving the Conservation Values. The Conservancy shall provide a copy of the Management Plan and any subsequent updates to the Board.
- 2.1.3. Nothing in this Easement shall be deemed to alter protections provided to the Conservancy under C.R.S §33-41-103, or any subsequent legislation. Grantor and the Conservancy specifically agree that the Grantor is both the owner and the manager of the Property, including the manager of recreational activities on the Property, and as provided in C.R.S §33-41-103(2)(d), the Conservancy shall not be held liable for the Grantor’s management of the Property for recreational or any other purposes.

2.2. Trails and Trail Construction.

- 2.2.1. Trails. Trails and Trail Facilities may be constructed, maintained and managed on the Property in a manner consistent with the Management Plan, by or under the direction of the Grantor or pursuant to a contract entered into by Grantor, with the prior written approval of the Conservancy as provided in Paragraph 19, herein, which approval shall not be unreasonably withheld.
- 2.2.2. Approval for Trails. The approvals described in Paragraph 2.2.1 shall be given by the Conservancy within 45 days as provided in Paragraph 19, herein, unless it is determined that the proposed activity, or the location of any trails, will substantially diminish or impair the open space or wildlife habitat Conservation Values of the Property or is otherwise inconsistent

with the Purpose of this Easement, in which case permission shall be denied.

- 2.2.3. Public Use. Public use of the Trails is allowed, subject to the terms of the Public Access Paragraph 9, herein.
- 2.3. Fencing. Exterior boundary fencing shall be allowed on the Property as well as fencing if necessary to protect environmentally sensitive areas or areas containing paleontological resources, and/or for property management purposes.
- 2.4. Paving; Utilities. No portion of the Property shall be paved or otherwise covered with concrete, asphalt or other paving materials except as provided in the Management Plan described in Paragraph 2.1.2, above. Grantor may also install, construct and maintain utilities (including above-ground utilities) for the benefit of the Property, but for no other properties.
3. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. The following uses and activities are expressly prohibited or restricted:
  - 3.1. Development Rights. To fulfill the Purpose of this Easement, the Conservancy hereby reserves all development rights deriving from, based upon or attributable to the Property in any way (“**Conservancy’s Development Rights**”), except those expressly reserved to the Grantor herein, and the parties agree that Conservancy’s Development Rights shall be held by Conservancy in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.
  - 3.2. Subdivision. The Parties agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited, except as provided in Paragraph 3.4, below. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the provisions of this Deed.
  - 3.3. Commercial and Industrial Activities. The Property may not be used for industrial activities or uses. The Property may be used for the Recreational and Educational Uses described in Paragraph 2.1. Commercial uses inconsistent with the Purpose of the Easement are prohibited.
  - 3.4. Boundary Line Adjustments. No boundary line adjustment shall be allowed which results in any increased density of development on or off the Property, nor shall this Property be used for calculating density of development or permitted uses on any other property or for the purpose of increasing the density of development or uses that might be permitted on any other property. The Conservancy, in its discretion, may approve boundary line adjustments if they are consistent with the Purpose of this Easement, provided that at all times the entire Property shall remain subject to this Easement. In addition, with the approval of the Board and subject to the other provisions in Paragraph 14 below, the Grantor and the Conservancy may amend this Easement consistent with the Management

Plan to adjust boundary lines so as to improve access to Trails from public roads (including Monument Road), in a manner that also adjusts the description of the Property encumbered by this Easement.

- 3.5. Buildings or Other Structures. No buildings or other similar structures shall be erected or placed on the Property, except as provided in Permitted Uses.
- 3.6. Paving; Driveway. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or other paving materials, except as allowed for in the Management Plan described in Paragraph 2.1.2, above.
- 3.7. Signs and Billboards. With the exception of the Conservancy's right to place a sign on the perimeter of the Property as described below, and the signs which are permitted in the Management Plan, no commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for an appropriate and customary identification sign, a sign or signs acknowledging contributors to the acquisition of the Property, signs regarding the recreational use of the Property and educational and interpretive signs. The Conservancy shall erect one or more signs, as allowed by applicable City regulations, visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public. No signs shall diminish, impair or interfere with the Conservation Values of the Property.
- 3.8. Mining. The commercial mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, using any portion of the surface of the Property, is prohibited. Grantor shall not transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. Grantor shall not permit any filling, excavating, dredging, mining, drilling, development, exploration for or extraction or removal of any minerals, including but not limited to hard rock minerals, coal, oil and gas, uranium, soils, sand, gravel, rock or other common building and landscaping materials on, under, or in the Property, or otherwise associated with the Property, by any method. Nothing herein shall prevent Grantor for using soil, sand, gravel and rock from the Property for construction of the Trails and Trail Facilities if the removal of such material is performed on a limited and localized basis and is not irretrievably destructive of the Conservation Values.
- 3.9. Trash. The dumping or uncontained accumulation of trash or refuse on the Property is prohibited.
- 3.10. Hazardous Materials. The storage, dumping or other disposal of "Hazardous or Toxic Materials" on the Property is prohibited. For the purpose of this Easement "Hazardous or Toxic Materials" shall be taken in its broadest legal context and shall include any petroleum products as defined in ASTM Standard E 1527-05 and any hazardous or toxic substance, material or waste that is regulated under any federal, state or local law. Notwithstanding anything in this Easement to the contrary, the prohibitions in this Easement do not make or allow the Conservancy or the Board to become an owner or operator of the Property, nor does it permit the Conservancy or the Board to exercise physical or managerial control over the



day-to-day operations of the Grantor or control any use of the Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Conservancy may bring an action to protect the Conservation Values of the Property, as described in this Easement. (The prohibitions in this Easement do not impose liability on the Conservancy or the Board for Hazardous or Toxic Materials, nor shall the Conservancy or the Board be construed as having liability as a "responsible party" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, or similar federal or state statutes.) Nothing in this paragraph shall prohibit the use of chemicals and products in accordance with applicable laws and manufacturer's instructions.

- 3.11. Motorized Vehicles. Use of automobiles, trucks, snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles, except for trail or property-maintenance and/or emergency response purposes, is prohibited.
- 3.12. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the Property is prohibited.
4. Rights to the Conservancy. To accomplish the Purpose of this Easement, in addition to the rights described in C.R.S. §38-30.5-101, *et seq.*, as amended from time to time, the following rights are reserved by the Conservancy:
  - 4.1. To preserve and protect the Conservation Values of the Property;
  - 4.2. To enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement;
  - 4.3. To prevent any activity on or use of the Property that is inconsistent with the Purposes of this Easement, or which may be reasonably expected to have material adverse impact on the Conservation Values of the Property, and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use, and
  - 4.4. To place and maintain on the perimeter of the Property a sign or signs indicating that a conservation easement is held by the Conservancy on the Property. The size of the sign and the location, design and content of such signs shall be determined by the Grantor and the Conservancy in consideration of the City's sign code.
5. Rights Retained by Grantor. The Conservancy grants to Grantor and to Grantor's successors, and assigns, all rights to use the Property in accordance with the Management Plan, that are not expressly prohibited herein and are consistent with the Purpose of this Easement.
6. Responsibilities of the Grantor and the Conservancy Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Conservancy, or in any way affect any existing obligation of the Grantor as ultimate owner of the Property. Among other things, this shall apply to:

- 6.1. Taxes. The Grantor shall be solely responsible for payment of taxes and assessments levied against the Property after recordation of this Deed, including any taxes imposed upon, or incurred as a result of, this Easement. If the Conservancy is required to pay any taxes or assessments on its interest in or transfer of the Property, Grantor will reimburse the Conservancy for the same.
- 6.2. Upkeep and Maintenance. The Grantor shall be solely responsible for the upkeep and maintenance of the Property, including weed control and eradication, to the extent it may be required by law and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. The Conservancy shall have no obligation for the upkeep or maintenance of the Property.
- 6.3. Insurance. The Grantor shall insure or self-insure against liability claims arising from use of the Property. Grantor shall name the Conservancy as an additional insured on such insurance coverage and shall provide a certificate of such insurance to the Conservancy upon the request of the Conservancy. The Grantor, as a public entity, may claim or assert protection from liability from claims arising from use of the Property, including use by the public, under the Colorado Governmental Immunity Act C.R.S. §24-10-101, *et seq.*, (the "Act") except that Grantor shall not claim or assert protection under the Act against the Conservancy.

7. Enforcement.

- 7.1. The Conservancy shall have the right to prevent and correct violations of the terms of this Easement. If the Conservancy finds what it believes is a violation, it may at its discretion take appropriate legal action. The Conservancy shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, the Conservancy will give the Grantor sixty (60) days to correct the violation before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Conservancy may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Conservancy for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. These rights are in addition to any rights as described in C.R.S. §38-30.5-101, *et seq.*, as amended from time to time. The failure of the Conservancy to take immediate action shall not bar it from doing so at a later time.
- 7.2. If the Conservancy prevails in any action to enforce or defend the terms of this Easement, any costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor, including, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If the court finds no violation or if Grantor prevails in any action to enforce or defend the terms of this Easement, then Grantor and the Conservancy shall each bear their own expenses and attorney

fees. The Grantor and the Conservancy agree that this allocation of expenses is appropriate in light of the potential disparate financial incentives of the Grantor and the Conservancy and the Conservancy's public benefit mission.

8. No Waiver or Estoppel. Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy. Forbearance by the Conservancy to exercise its rights under this Easement in the event of a violation of any term shall not be deemed or construed to be a waiver by Conservancy of such term or of any subsequent violation of the same or any other term of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by Conservancy in the exercise of any right or remedy upon any violation by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including the one year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.*
9. Public Access. The public shall have access to the Property for recreational opportunities, subject to the regulations imposed on such use and access imposed by the Grantor as may be necessary to protect the public safety, and to protect the other Conservation Values of the Property, and to balance wildlife habitat needs and public recreation.
10. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against the Grantor for any injury or change to the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such natural events. For purposes of this Easement, "natural event" shall not include acts of third parties. The Grantor shall take reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves the Grantor of any obligation or restriction on the use of the Property imposed by law.
11. Transfer of Easement. This Easement is transferable by the Conservancy, but the Conservancy may assign its rights and obligations under this Easement only to an organization that: (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder; (b) is authorized to acquire and hold conservation easements under Colorado law; (c) agrees in writing to assume the responsibility imposed on the Conservancy by this Easement; and (d) is approved in writing as a transferee by the Board in its sole and absolute discretion. The Conservancy shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date of the assignment transaction.
  - 11.1. The Board shall have the right to require the Conservancy to assign its rights and obligations under this Easement to a different organization if the Conservancy ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Paragraph 11, the Board shall consult with the Conservancy and provide the Conservancy an opportunity to address the Board's

concerns. If the Board's concerns are not addressed to its satisfaction, the Board may require that the Conservancy assign this Easement to an organization designated by the Board that complies with Paragraph 11(a), 11(b), and 11(c) above.

- 11.2. If the Conservancy desires to transfer this Easement to a qualified organization having similar purposes as the Conservancy, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on the Conservancy by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. As a condition of such transfer, the Conservancy shall require that the conservation purposes that this grant is intended to advance continue to be carried out.
  - 11.3. Upon compliance with the applicable portions of this Paragraph 11, the parties shall record an instrument completing the assignment in the records of the county or counties in which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.
12. Transfer of Property. Any time the Property itself or any interest in the Property is transferred by the Grantor to any third party, the Grantor shall notify the Conservancy and the Board in writing at least forty-five (45) days prior to the transfer of the Property and the Grantor may be required to pay the Board an Additional Board Refund under Paragraph 13, below. The document of conveyance shall expressly refer to this Easement. Upon any transfer of the Property, or any portion thereof, Grantor shall have no further liability or obligations under this Easement with respect to the portion of the Property which is transferred, except to the extent such liability arises from acts or omissions occurring prior to the date of transfer.
  13. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property, and/or partial real estate interest in the Property above and beyond this Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated mineral rights ("Sale"), excluding any lease of the Property to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 16, below.
    - 13.1. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale (which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs) ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate

listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

- 13.2. Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board).
14. Amendment of Easement. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate 3.4, above), Grantor and Conservancy may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) complies with Conservancy's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (e) receives the Board's prior written approval. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of Mesa County. In order to preserve the Easement's priority, the Board may require that the Conservancy obtain subordinations of any liens, mortgages, easements, or other encumbrances For the purposes of the Board's approval under item (e) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this paragraph shall be construed as requiring Conservancy or the Board to agree to any particular proposed amendment.
15. Hold Harmless. To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend the Conservancy, the Board, and the members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successor and assigns of each of them (collectively, "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with (1) injury or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence (in which case liability shall be apportioned in accordance with Colorado law) or intentional acts or omissions of any of the Indemnified Parties; (2) the obligations of Grantor and the Conservancy specified herein and the obligations of the Conservancy under the Enforcement Paragraph, above; (3) Grantor's use and management of the Property for

public recreational or educational purposes; and (4) the presence or release of Hazardous or Toxic Materials on, under or about the Property after recordation of this Deed. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Conservancy or the Board, nor shall Conservancy or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended.

16. Termination of Easement.

16.1. This Easement constitutes a real property interest immediately vested in the Conservancy, which the Parties stipulate to have a fair market value in the amount of the "Conservancy's Proceeds" described below. If a court with jurisdiction determines that conditions on or around the Property have changed so much that none of the conservation purposes of the easement created by this Deed can continue to be fulfilled, the court, at the joint request of Grantor and Conservancy, after notice to the Board and an opportunity for the Board to participate in the proceeding, may terminate the Easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public or permitted authority renders it impossible to fulfill all of these conservation purposes, the Easement may be terminated through condemnation proceedings. If the Easement is terminated and the Property is sold or taken for public or permitted use in whole or in part, then, Grantor and the Conservancy shall act jointly to recover the fair market value of the affected portion of the Property valued as unencumbered by this Easement and all damages resulting from the condemnation or termination and the Conservancy shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal paid for by the Grantor that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property unencumbered by the Easement as of the date of the taking or termination (the "Conservancy's Proceeds"). In the event of condemnation or termination, the Board shall be entitled to receive sixty five and 4/10ths percent (65.4%) of the Conservancy's Proceeds. The Conservancy shall use its portion of the Conservancy's Proceeds consistently with the conservation purposes of this Deed. All expenses reasonably incurred by the Grantor and the Conservancy in connection with condemnation shall be paid out of the total amount recovered prior to the allocation of such damages award between Grantor and the Conservancy, as described in this paragraph.

16.2. The Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of the Parties that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not

impair the validity of this Easement or be considered grounds for termination of this Easement in whole or in part.

17. **Interpretation.** This Easement shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes and protection of the Conservation Values.
18. **Perpetual Duration.** The Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or the Conservancy shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in this Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
19. **Approvals.** Certain activities herein are allowed only if the permission of the Conservancy is first obtained. When approval of the Conservancy is required, the Grantor must give notice to the Conservancy of the intention to undertake any activity which requires approval but is otherwise permitted herein. The notice shall inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information and must be deemed sufficient by the Conservancy in its discretion for review of the proposed activity to constitute proper notice. The Conservancy shall have forty-five (45) days from the receipt of the notice to review the proposed activity and to notify the Grantor of any objections thereto. Except as provided herein where the Conservancy's approval may be withheld in its discretion, the approval may be withheld only upon a reasonable determination by the Conservancy that the action as proposed would be inconsistent with the Purpose of this Easement and materially adversely impact the Conservation Values of the Property; the reason(s) for such determination shall be set forth with specificity by the Conservancy in such written notice to Grantor. Where the Conservancy's approval is required, Grantor shall not undertake the requested activity until Grantor has received the Conservancy's approval in writing. The Grantor shall be responsible for all costs of the Conservancy associated with the approval, including the Conservancy's attorney fees, unless the Parties agree otherwise
20. **Notices.** Any notices required by this Easement shall be in writing and shall be personally delivered or sent by Federal Express or other similar courier service specifying the earliest available delivery, or by certified mail, return receipt requested, to the Grantor and the Conservancy at the following addresses, unless otherwise notified:

To the Grantor (City):

City Manager  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 8501  
(with a copy to the City Attorney at the same address)

To the Conservancy:

Mesa County Land Conservancy, Inc.  
1006 Main Street  
Grand Junction, CO 81501

To the Board:

Executive Director  
State Board of the Great Outdoors Colorado Trust Fund  
303 E. 17th Avenue, Ste 1060  
Denver, CO 80203

21. Access. Grantor hereby grants to the Conservancy the right to access the Property for the purposes described herein, and to ensure that at all times the Conservancy has full right of access to the Property for the purposes described in this Easement. The Parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, rock, stone or any other mineral substance of any type or character on or thereunder, whether any such interest is now owned by the Conservancy or the Grantor, or is later acquired by the Grantor.
22. Grantor's Warranties. Grantor is duly authorized and has taken all necessary actions to execute this Easement and this Easement is enforceable against Grantor in accordance with its terms. Grantor is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property or this Easement.
23. No Transfer of Development Rights. The Conservancy hereby reserves all development rights except as specifically reserved to the Grantor herein, for the limited purpose of insuring that such rights are forever terminated and extinguished, and may not be used by Grantor, the Conservancy or any other party, on or transferred off of the Property to any other property adjacent or otherwise. Under no circumstances shall any portion of the Property be used for the purpose of calculating or giving credits, which result in additional density of development, beyond what is allowed in this Easement, on or off of the Property.
24. Acceptance. As attested by the signature of its President affixed hereto, the Conservancy hereby accepts without reservation the rights and responsibilities reserved by this Easement.
25. Recording. The Conservancy shall record this instrument in timely fashion in the official records of Mesa County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Easement.
26. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.



27. Non-Merger. Unless the Parties expressly state in writing that they intend a merger of estates or interests to occur, and unless the Parties have also obtained the prior written consent of the Board approving such merger of estates or interests, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement. If the Conservancy wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), the Conservancy must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Conservancy first transfer the Easement to another qualified organization consistent with Paragraph 11 above.
28. No Third-Party Beneficiary. This Easement is entered into by and between the Grantor and the Conservancy, and except as provided herein, is solely for the benefit of the Grantor, the Conservancy and the Board, and their respective successors in interest and assigns and does not create rights or responsibilities in any third parties.
29. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
30. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.
31. Termination of Rights and Obligations of Conservancy. Provided that the Board has consented to a transfer of this Easement by the Conservancy consistent with Paragraph 11 above, the Conservancy's rights and obligations under this Easement shall terminate upon transfer of the Conservancy's interest in the Easement or Property, except that liability for acts or omissions occurring prior to the transfer shall survive the transfer.
32. Joint Obligation. In the event the Property is owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Deed upon Grantor.
33. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado. Venue for any dispute arising out of, under or concerning this Easement shall be Mesa County, Colorado.
34. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
35. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
36. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoors Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity

as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto the Conservancy, its successors and assigns forever.

IN WITNESS WHEREOF the Conservancy has executed this document, reserving unto itself this Reservation of Deed of Conservation Easement, and the City of Grand Junction has executed this document accepting title to the Property subject to the terms of this Reservation of Deed of Conservation Easement.

CONSERVANCY:

MESA COUNTY LAND CONSERVANCY, INC., a Colorado non-profit corporation,  
doing business as MESA LAND TRUST:

by: Van K. Graham  
President

attest: Stephen McCall  
Secretary Vice President

STATE OF COLORADO )  
) ss.  
COUNTY OF MESA )

The foregoing instrument was acknowledged before me this 12th day of August, 2014, by Van K. Graham as President and by Stephen McCall as Vice-President, of the Mesa County Land Conservancy, Inc., a Colorado non-profit corporation, doing business as Mesa Land Trust, as Conservancy.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)



Diane Hagen  
Notary Public

**GRANTOR:**

CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

by: Phyllis Norris  
title: Mayor and President of the City Council

attest: Stephanie Yun  
City Clerk



STATE OF COLORADO       )  
  ) ss.  
COUNTY OF MESA         )

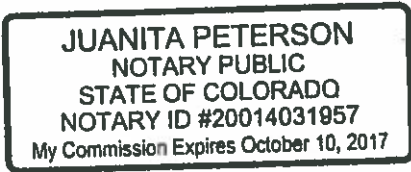
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2014, by Phyllis Norris as Mayor and by Stephanie Yun as City Clerk of the City of Grand Junction, a Colorado Home Rule Municipality.

WITNESS my hand and official seal.

My commission expires: 10-10-2017.

(SEAL)

Juanita Peterson  
Notary Public



**Exhibit A – Description of Property**

(2 Pages)

The following described land which includes all of Lot 3 and Tract B, Tri-Mountain Subdivision, City of Grand Junction, Mesa County, Colorado, according to the plat thereof recorded on August 11, 2014 at Reception No. 2698703, and a portion of Lot 1, Tri-Mountain Subdivision, City of Grand Junction, Mesa County, Colorado, according to the plat thereof recorded on August 11, 2014 at Reception No. 2698703:

A parcel of land situated in the South half of the Northeast Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings relative thereto;

Thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West, a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast;

Thence 18.93 feet northeasterly along the arc of said curve, through a central angle of 6°51'46", with a chord bearing North 59°29'34" East, a distance of 18.91 feet;

Thence North 62°55'27" East tangent to said curve, a distance of 241.04 feet;

Thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51", with a chord bearing North 50°21'01" East, a distance of 181.56 feet to a point of reverse curvature;

Thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57", with a chord bearing North 50°30'04" East, a distance of 56.39 feet to a point of reverse curvature;

Thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06", with a chord bearing North 22°10'30" East, a distance of 205.56 feet;

Thence North 18°52'33" West tangent to said curve, a distance of 128.01 feet;

Thence North 26°07'27" East, a distance of 42.43 feet;

Thence North 19°02'10" West, a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30;

Thence along said centerline the following two (2) courses:

1. North 70°57'50" East, a distance of 157.58 feet;
2. North 64°32'50" East, a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded

January 1913 at Plat Book 5 Page 17;

Thence along said south right-of-way the following three (3) courses:

1. South 25°19'17" East, a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;
2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51", with a chord bearing North 53°13'18" East, a distance of 292.44 feet;
3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;

Thence along said north line North 89°16'43" East, a distance of 304.00 feet to Mesa County Survey Marker for the North Sixteenth corner on the East line of said Section 21;

Thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21 South 00°05'29" East, a distance of 216.02 feet;

Thence South 67°57'57" West, a distance of 208.39 feet;

Thence South 37°13'38" West, a distance of 197.55 feet;

Thence South 36°51'11" West, a distance of 211.12 feet;

Thence South 28°24'55" West, a distance of 285.27 feet;

Thence South 16°43'55" West, a distance of 182.53 feet;

Thence South 03°41'40" West, a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;

Thence along said South line North 89°46'48" West, a distance of 17.07 feet;

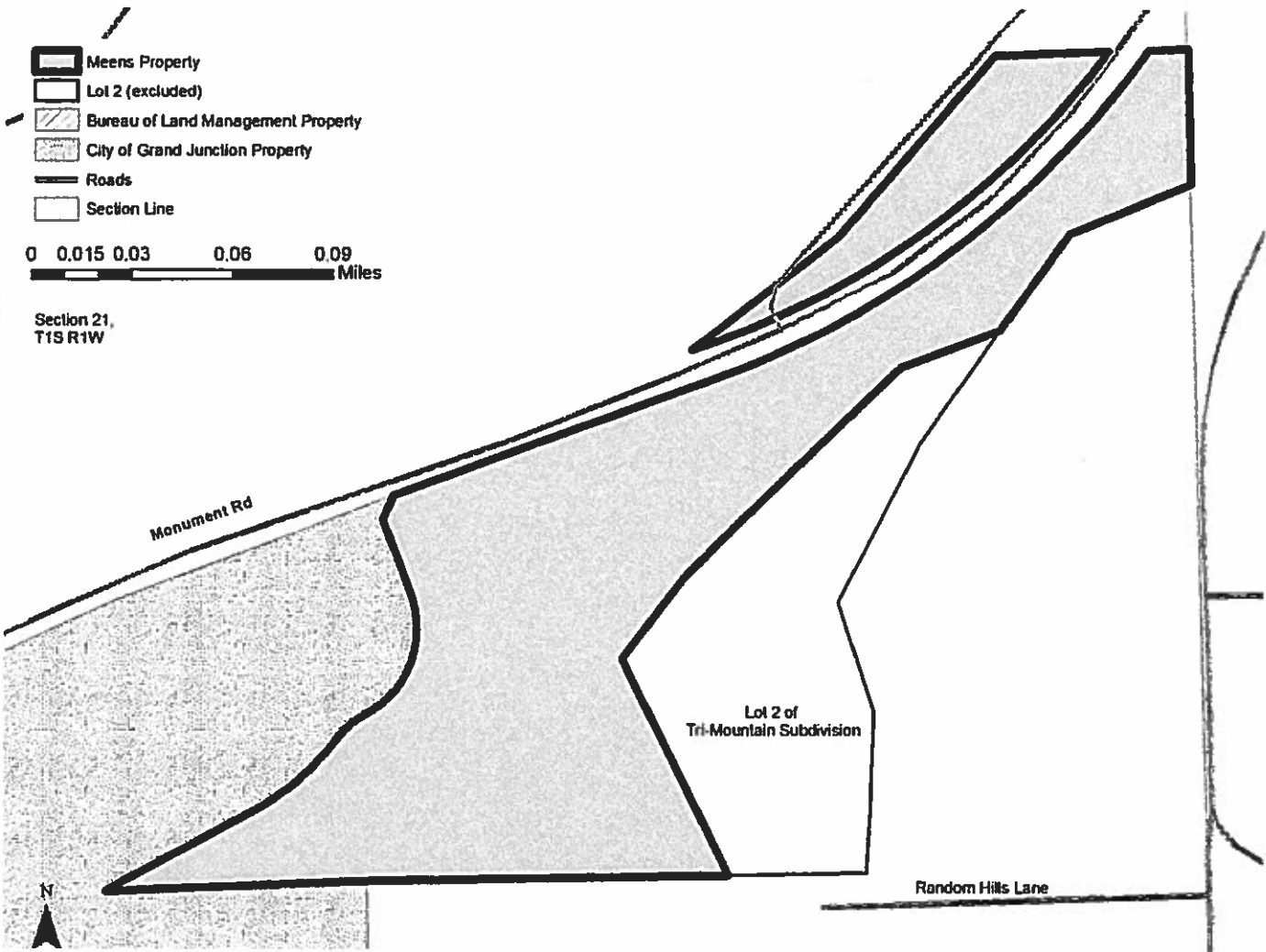
Thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19", with a chord bearing North 89°46'48" West, a distance of 90.00 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;

Thence along said South line North 89°46'48" West, a distance of 680.21 feet to the Point of Beginning.

EXCEPTING that right-of-way described in Book 947 at Page 530;

AND EXCEPTING Lot 2, Tri-Mountain Subdivision, City of Grand Junction, Mesa County, Colorado, according to the plat thereof recorded on August 11, 2014 at Reception No. 2698703.

Exhibit B - Map of Property



# **BASELINE DOCUMENTATION REPORT**



## ***Meens Conservation Easement Mesa County, Colorado***

*Prepared For*

**Mesa Land Trust**  
1006 Main Street  
Grand Junction, Colorado 81501

*Prepared By*

**Rare Earth Science, LLC**  
PO Box 1245  
Paonia, Colorado 81428

**July 14, 2014**



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### FIGURES (Following Main Text)

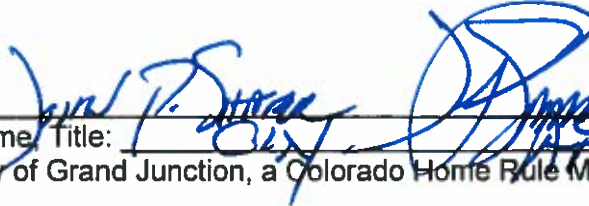
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5. Geologic Map
6. Soils Map
7. Vegetation
8. Wildlife Range Maps

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### ACKNOWLEDGEMENT OF EASEMENT CONDITIONS

#### MEENS CONSERVATION EASEMENT MESA COUNTY, COLORADO

In compliance with Federal Tax Regulations [§1.170A-14(g)(5)(i)(D)], and to the best of my knowledge, this Baseline Documentation Report, including text, maps, and photographs, is an accurate representation of the Meens conservation easement property ("property") and its conservation values at the time of the conveyance of the conservation easement. The property's conservation values include recreation, scenic open space, and relatively natural habitat.

  
Name, Title: \_\_\_\_\_  
City of Grand Junction, a Colorado Home Rule Municipality, GRANTOR

  
Date

\_\_\_\_\_  
Rob Bleiberg, Executive Director  
Mesa Land Trust, GRANTEE

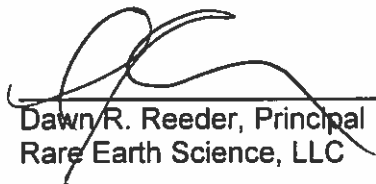
\_\_\_\_\_  
Date

## AUTHOR CERTIFICATION STATEMENT

### MEENS CONSERVATION EASEMENT MESA COUNTY, COLORADO

I, the undersigned, prepared this Easement Documentation Report in accordance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)]. To the best of my knowledge, this Baseline Documentation Report, including text, maps, and photographs, is an accurate representation of the Meens conservation easement property at the time of the conveyance of the conservation easement.

I certify that I am a qualified provider of conservation easement due diligence. As principal biologist at Rare Earth Science, I have personally prepared baseline documentation reports for more than 150 conservation easement projects in eight Colorado counties, and am familiar with the natural resources of the region. My recent relevant project experience includes rare plant surveys in Delta and Montrose counties, co-authorship of *Colorado Sagebrush: A Conservation Assessment and Strategy* (prepared for the Colorado Division of Wildlife in 2005), and a *Migratory Bird Status Literature Review* (prepared for the Uncompahgre Field Office of the U.S. Bureau of Land Management in 2009). I earned a Bachelor of Science degree in Biological Sciences from Stanford University in 1988 and have 25 years of experience in consulting practice.



\_\_\_\_\_  
Dawn R. Reeder, Principal Biologist  
Rare Earth Science, LLC

Date: 7/14/2014

## CONTACTS & BASIC INFORMATION SUMMARY

### GRANTOR (Ultimate Owner of the Property Subject to Reserved Conservation Easement)

City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501  
(970) 244-1501

### GRANTEE (Conveying the Property Subject to Reserved Conservation Easement)

Mesa County Land Conservancy, Inc. d.b.a. Mesa Land Trust  
1002 Main Street  
Grand Junction, Colorado 81501  
(970) 263-5443

### BASELINE DOCUMENTATION REPORT PREPARER

Rare Earth Science, LLC  
PO Box 1245  
Paonia, Colorado 81428  
(970) 527-8445  
dawn@rareearthscience.com

### CONSERVATION EASEMENT NAME

Meens Conservation Easement

### ACREAGE

Approximately 13 acres total

### COUNTY ASSESSOR PARCEL NO.

Mesa County Parcel No. 2945-211-00-072

### PHYSICAL ADDRESS

2475 Monument Road, Grand Junction, Colorado

### PHYSICAL LOCATION

With a portion of the Northeast  $\frac{1}{4}$  of Section 21, Township 1 South, Range 1 West (Ute Principal Meridian)

### LEGAL DESCRIPTION

See Exhibit A of the Conservation Easement in Gross

## 1 INTRODUCTION

Colorado Revised Statutes (CRS) provide for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity," [CRS §38-30.5-102].

Toward these ends, Mesa County Land Conservancy, Inc. d.b.a. Mesa Land Trust ("Conservancy" or "grantee") will be acquiring the approximately 13-acre "Meens" property, located within the City of Grand Junction, and reserving a perpetual conservation easement on it (to be held by Mesa Land Trust). In a simultaneous transaction, Mesa Land Trust will convey the property, subject to the reserved conservation easement, to the City of Grand Junction ("grantor"). The grantee is a "qualified organization," as defined in Title 26 [§170A(h)(3)] of the U.S. Internal Revenue Code, to accept such a conveyance.

The Meens property is part of a collaborative conservation project known as "The Bookends Acquisition" to be funded in part by Great Outdoors Colorado (GOCO). The Bookends Acquisition involves the approximately 13-acre Meens property and the approximately 48.3-acre Files property, located on either side of (i.e., bookending") the Three Sisters / Lunch Loop trail system (Figures 1 and 2). Both bookend properties will be conserved and deeded to the City of Grand Junction. Baseline conditions on the Files property are presented in a separate Baseline Documentation Report.

The key individuals involved in developing the conservation easement project were Land Trust staff, the City of Grand Junction, and the Meens family. The grantor and grantee agree that the principal purpose of the conservation easement on the property is to protect and preserve the property's conservation values, and in particular, the characteristics of the property that make it valuable for outdoor recreational and education opportunities for the public, but also as scenic open space and relatively natural habitat for wildlife.

This report serves as present conditions documentation for the Meens Conservation Easement. As such, this report is intended to provide evidence of the property's conservation values, and to provide the grantee with a description of the existing conditions on the property at the time of the conservation easement conveyance, so that changes to the land can be monitored over time, especially those changes that may affect the property's conservation values.

This report consists of narrative text, with figures and documentary photographs following the text. Figure 1 shows the property's regional setting and location in relationship to other conserved private property and public lands. Figures 2 and 2a show the topography of the property and its surroundings, as well as the location of the Three Sisters / Lunch Loop trail system. Figure 3 provides an aerial overview of the property and a key to documentary photograph locations. Figure 4 shows improvements, and other important features. Figures 5 and 6 present geologic and soils mapping information, respectively. Figures 7 and 8 provide a map of the vegetation communities on the property, and range maps for selected wildlife species. A list of global positioning system (GPS) coordinates for the locations of documentary photographs is included at the front of the documentary photograph section of this report.

## 1.1 Methods & Limitations

Methods of baseline documentation included a field visit on the property on April 24, 2014, by Dawn Reeder (Biologist, Rare Earth Science), review of information provided by the grantee, interviews with appropriate persons familiar with the property, and research of available publications and other relevant documents, as cited.

The contents of this report satisfy the documentation requirements of the U.S. Internal Revenue Service Code at §1.170A-14 and the conservation easement due diligence requirements of the grantee, and generally follow standards and practices recommended by the Land Trust Alliance (Hamilton 2008).

Mapping for this document was created using ESRI® geographic information systems (GIS) software, ArcGIS 10.2.2™ and a recreational-grade handheld GPS unit. Base maps consist of U.S. Geological Survey (USGS) 7.5-minute topographic digital quadrangles and the most current National Agricultural Imagery Program (NAIP) aerial photography digital mosaics available for public download through the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS). Data resources and base maps used to create regional, topographic, geology, soils, and wildlife range maps are cited on the figures themselves. The photopoint map was created by mapping GPS waypoints marked at documentary photograph locations. Improvements mapping was created by interpreting recent aerial photographs, and by mapping GPS waypoints of certain point features and GPS tracks following linear features of on the property. Consequently, the improvements map must not be considered a survey of improvements, but rather a simple inventory sketch. Vegetation mapping was created by interpreting recent aerial photographs, combined with a walkabout survey of the property. Vegetation nomenclature follows Weber and Wittmann 2001 and Whitson 2000. It should be noted that vegetation mapping boundaries cannot accurately represent the intergrade between plant communities.

It is not within the scope of this report to review boundary adjustments, miscellaneous easements, or rights-of-way, whether recorded or unrecorded, for accuracy or applicability to the property or conservation easement conveyance.

## 1.2 Property Setting & Description

The Meens Conservation Easement (hereafter, "property") is approximately 13 acres in Mesa County, Colorado. The property lies about 1.4 direct miles southwest of downtown Grand Junction (Figure 1) within part of the Northeast ¼ of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian (Figure 2). See "Contacts and Basic Information Summary" in the front of this document for further information regarding the property's physical location. A complete legal description is provided as an Exhibit to the Conservation Easement in Gross (CE Deed).

The property within the city limits of Grand Junction (Figure 1) in an area locally known as the Redlands. The Redlands area lies between the Redlands Power Canal and the cliffs and ramparts of Colorado National Monument, and is characterized by distinctive soils and sandstone formations in the red spectrum.

Land ownership in the vicinity of the property is a mix of public lands (administered by the U.S. Bureau of Land Management [BLM] or the City of Grand Junction) and private lands (Figures 1, 2, and 2a). Private lands adjoining property (to the south, east, and north) are either vacant or

occupied by residences on relatively large lots. Public lands adjoining to the west are non-motorized recreational.

Situated in the northeast part of the Colorado Plateau Physiographic Province, the property supports native semi-desert shrublands in an arid, rocky tableland, cliff, and canyon environment at an average elevation of approximately 4,600 feet above mean sea level. No Thoroughfare Canyon and its seasonal or intermittent wash (tributary to the Colorado River) cross the property from southwest to northeast (Figure 2).

Improvements on the property include primitive roads and trails. Monument Road, a paved road with a deeded right-of-way, bisects the property into two lots (Figure 2a). Lot 1 is a narrow strip of land between Monument Road and Glade Park Road. Lot 2 is that part of the property lying south of Monument Road. The appearance of the property is shown in the documentary photographs attached to this report and keyed to Figure 3.

### 1.3 Historic & Current Land Use

The primary historic use of the property has been vacant land (wildlife habitat) and recreational. According to a Transaction Screen Process Report prepared for the property (Rare Earth 2014), there is no record of past mining, petroleum exploration, or commercial activity on the property. Lot 2 has scattered lengths of black poly piping, presumably for irrigation purposes (Figure 4).

Currently, the property remains vacant. Several single track trails on the property are used by trespassing members of the public for non-motorized recreation.

### 1.4 Conservation Context

The conservation of the property is strategically important to the Monument Road Vision Project – a collaborative effort between the grantee, the City of Grand Junction, BLM, Mesa County, local residents, user groups, and the business community – with the goals of protecting viewsheds and developing multi-use paths between the Monument Road corridor, downtown Grand Junction, and local neighborhoods.

In a landscape context, the position of the property buffers public recreational lands to the west from development (Figure 1). Lands to the north and east of the property have moderately dense residential subdivision development within the city limits of Grand Junction.

To the west, the property adjoins City of Grand Junction lands (Figure 1), which feature a paved parking area and trail head access to the Lunch Loop Trail System (Figure 2), one of the most popular and extensive non-motorized recreational trail systems in the region. The Lunch Loop Trail System extends onto a large block of BLM lands to the south and west of the property. It is the intent of the grantor and grantee to provide for the formal extension of this trail system onto the property.

The property lies just south of the Shadow Lake Draw Potential Conservation Area (PCA) designated by the Colorado Natural Heritage Program (CNHP; Figure 1). PCAs are land units identified as important to the continued existence of ecological processes that support one or a suite of rare or significant elements, and are intended to assist local governments with land-use planning and conservation strategies. CNHP delineated the Shadow Lake Draw PCA to recognize an occurrence of the rare plant Jones blue star (*Amsonia jonesii*), which was found in small draws in the PCA, and to acknowledge appropriate undeveloped habitat for yellowbelly

racer, a rare snake historically documented in the PCA (Lyon et al. 1996). CNHP considers Jones blue star to be "critically imperiled" in the state (Rank S1) and yellowbelly racer to be "vulnerable" in the state (Rank S3). CNHP's general recommendations to local governments for conservation of biodiversity in the county include supporting conservation easement projects, both through policy-making and funding (Lyon et al. 1996).

## 1.5 Directions to the Property

Directions from Grand Junction, Colorado to the property are as follows:

- From the intersection of U.S. Highway 50 and Grand Avenue in Grand Junction, head east on Grand Avenue for approximately 0.1 mile to the intersection of Grand Avenue and Broadway.
- Continue onto Broadway and drive approximately 0.7 mile to the intersection of Broadway and Monument Road.
- Turn left (south) on Monument Road and travel about 0.5 miles to where Monument Road bisects the north property boundary.

## 1.6 Summary of the Property's Conservation Values

The purpose of the conservation easement is to preserve, in perpetuity, the following conservation values:

1. Outdoor recreation and education for the general public. The conservation easement on the property will provide access to sustainable trail-based recreational use by the general public. The general public will enjoy non-motorized trail-based recreation on the property, including the use of trails for bicycling and pedestrian activities. Future trails on the property will have connectivity to existing trails on adjoining public lands which are part of one of the most popular and extensive public lands trail networks in the region. Outdoor education opportunities for the general public provided as a result of the conservation easement may include interpretive programs (signage, smart phone applications, and literature) concerning geology and other natural history topics, volunteer land management events, and ecology research projects.
2. Open space. The property adds to the scenic character of the region and the local landscape in which it lies, contains a harmonious variety of shapes and textures in its mosaic of natural and naturalized vegetation communities and dramatic cliff and canyon topography, and provides a degree of openness, contrast and variety to the overall landscape. The property is visible to the general public from adjoining and nearby public lands administered by the U.S. Bureau of Land Management and the City of Grand Junction, and from lands of the nearby Colorado National Monument. These lands are open to and actively utilized by residents of Mesa County and the State of Colorado. A significant portion of the property is visible from Glade Park Road and from Monument Road, a major scenic accessway to the nearby Colorado National Monument traveled by tens of thousands of visitors annually. The policies of the State of Colorado and Mesa County consider preservation of open space important to the future of the region. The preservation of the property's open space will provide a significant public benefit because there is a strong likelihood that subdivision and development of the property would lead to or contribute to degradation of the natural habitat and the scenic and natural character of the area. The property lies within the city limits of Grand Junction



and the likelihood of its future subdivision and development is high. A perpetual conservation easement on the property a) will ensure that the property continues to benefit the general public who appreciate its scenic values and who will receive access to the property for outdoor recreation and education; b) will ensure that the property's open space continues to buffer adjoining public lands from the effects of potential incompatible uses or development in the future; and c) will ensure that the property continues to provide relatively natural habitat for plants and wildlife in the region.

3. **Relatively natural habitat.** The property features native semi-desert shrublands and riparian areas in a tableland and cliff and canyon environment, that provide forage, cover, breeding grounds, and migration areas for a diversity of wildlife. The habitat on the property is "significant" as defined by U.S. Treasury Regulations at Section 1.170A-14(d), because it provides habitat for species considered rare, threatened, or of special concern by the State of Colorado. These species include longnose leopard lizard, midget faded rattlesnake, and American peregrine falcon (all State of Colorado Species of Concern). The property lies within winter range of mule deer (as mapped by the Colorado Parks and Wildlife), and within the overall ranges of black bear and mountain lion, all big game vertebrates important to the biodiversity of the region and to the economies of Mesa County and the State of Colorado. The property's habitat value is enhanced on a landscape scale by its adjacency to large tracts of public lands that sustain wildlife habitat for numerous species.

## 2 PHYSICAL CHARACTERISTICS OF THE PROPERTY

The improvements on the property and various features sustaining these conservation values on the property are described below and documented in figures and documentary photographs following the main text of this report. Documentary photographs were taken at the photopoints shown on Figure 3. The GPS coordinates for the photopoints are included at the front of the documentary photograph section of this report.

### 2.1 Improvements & Disturbances

Improvements and disturbances observed on the property at the time of the field visit are described briefly, below. The approximate locations of these features are mapped on Figure 4.

- **Structures.** No structures (buildings) were observed on the property.
- **Roads.** The approximate locations of roads on the property are mapped on Figure 4. On the part of the property north of Monument Road (Lot 1), no roads or trails were observed. On that part of the property south of Monument Road (Lot 2), a network of old jeep road scars is present (Photopoints 10, 11, and 15). One route crosses over the crest of "Little Sister" hill (Photopoint 15).
- **Trails.** A single track trail (Photopoint 17) enters the south part of the property from the east and traverses southwest along a band of rock outcrops. The approximate location of the trail is shown on Figure 4. Other single track trails on the adjoining Three Sisters conservation easement are situated near the southwest property corner (Photopoint 13).
- **Utilities.** No utilities were observed on the property during the field visit. However, utilities may be buried in or near the right-of-way of Monument Road on the property.

- Irrigation infrastructure and historically irrigated area of naturalized vegetation. It appears that the northwest-facing slope between the No Thoroughfare Canyon wash and the private land to the south has been historically / sporadically irrigated with a network of over-ground plastic irrigation pipe. These irrigation practices established woodlands dominated by Chinese elm and cottonwoods on this slope. Various lengths of black plastic irrigation hose and white PVC irrigation pipe (Photopoints 18 and 26) are scattered in the areas shown on Figure 4.

## 2.2 Geology

The property is located in the Canyonlands Section of the Colorado Plateau Physiographic Province, with its characteristic expanse of hills, mesas and canyons. Rocks in the Colorado Plateau are mostly flat-lying and sedimentary in nature, but have also been broadly folded and broken by block faulting during the late Cretaceous Laramide Orogeny. Locally, the property is positioned above the Grand Valley, which is bounded by a steep escarpment (known as the Book Cliffs) to the north and the Uncompahgre Uplift and lava-capped Grand Mesa to the southwest and east, respectively. This part of the Colorado Plateau is generally typified by gently dipping sedimentary rocks, high relief produced by deeply incised drainages, and a semi-arid climate at elevations above 4,500 feet. The Colorado and Gunnison Rivers, and their tributaries, carved the Grand Valley and surrounding lands. The entire floor of the Grand Valley consists of Cretaceous marine shales and sandstones (predominately Mancos Shale), which are locally overlain by Quaternary gravels near the Colorado and Gunnison Rivers.

The property lies on the northeastern flank of the Uncompahgre Uplift, which consists of Mesozoic sedimentary rock units that unconformably overlie Proterozoic basement rocks. The Uncompahgre Uplift is expressed topographically as the Uncompahgre Plateau, a 3,500-square-mile dome-shaped plateau extending from Grand County, Utah, over 100 miles southeast through Mesa and Montrose Counties, and into northwestern Ouray County. The Geologic Map of the Grand Junction Quadrangle, Mesa County, Colorado (USGS Miscellaneous Field Studies Map MF-2363, 2002) was reviewed for an understanding of local surface and subsurface geologic conditions (Figure 5).

In general the property features the following bedrock units: Lower Cretaceous Burro Canyon Formation (Map Unit Kb), which is the dominant rock unit exposed on the property and outcrops along Monument Road; and Upper & Lower Cretaceous Dakota Formation (Map Unit Kd), which forms the upper slopes of the prominent "Little Sister." There are also more recent (Holocene- & Pleistocene-age) surficial materials found on the property that include alluvial, eolian & sheetwash deposits along the drainage in No Thoroughfare Canyon, and terrace gravels deposited by the ancient Colorado River on the upper reaches of the "Little Sister" (Figure 5).

## 2.3 Soils & Biological Soil Crusts

The property's soils, consisting primarily of loams ranging from sandy to stony, along with prevalent sandstone and siltstone rock outcrops and rimrock bands, are derived from the geologic units described above. A total of 7 soil units are mapped on the property by the Natural Resources Conservation Service (NRCS 2007). The brief map unit soil descriptions below for the most prominent soil types are derived from NRCS 2007.

- Luster loamy fine sand, 3 to 8 percent slopes. This soil type is typically found on alluvial fans. The parent material consists of alluvium derived from sandstone. Depth to a root restrictive layer is greater than 60 inches, and water movement in the most restrictive

layer is high. The natural drainage class is excessively drained and available water to a depth of 60 inches is moderate. This soil unit is mapped in the northeast part of the property in the immediate area of No Thoroughfare Canyon wash.

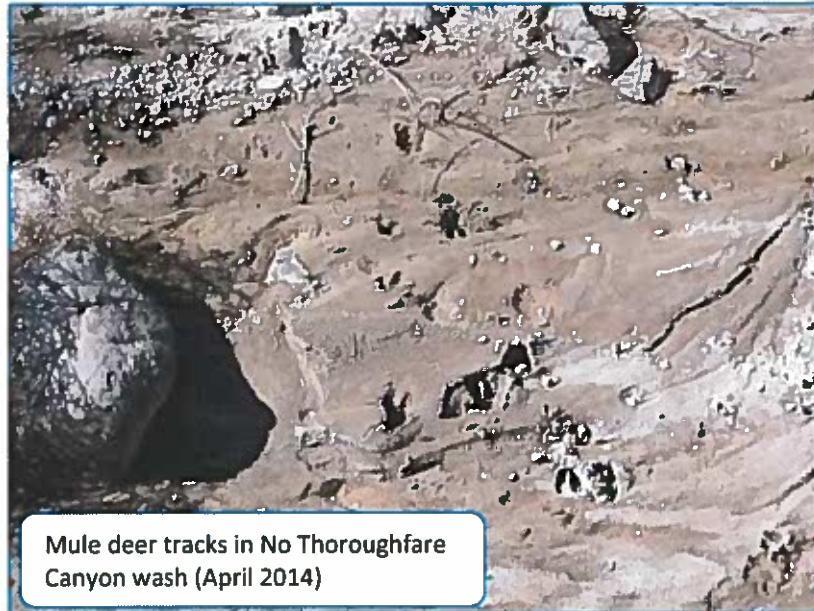
- Berto-Roygorge-Rock outcrop complex, 5 to 15 percent slopes, extremely stony (Map Unit 26). This complex is found on mesas, and is derived from parent material consisting of colluvium over residuum weathered from sandstone. The Berto component makes up about 40 percent of the map unit, and the Roygorge component makes up 35 percent of the map unit. Depth to a root restrictive layer (lithic bedrock) is 10 to 20 inches. The natural drainage class is well drained, water movement in the most restrictive layer is moderately high, and available water to a depth of 60 inches is very low. This soil unit is mapped in the south part of the property on the southeasterly slope of the "Little Sister."
- Rock outcrop-Biedsaw complex, 25 to 65 percent slopes, extremely bouldery (Map Unit 27). This component is on mesas and side slopes of mesas, and is derived from parent material consisting of colluvium derived from sandstone and shale over residuum weathered from clayey shale. The Biedsaw component makes up 30 percent of the map unit and rocks make up the remainder. In the Biedsaw component, depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low and available water to a depth of 60 inches is moderate. This soil unit is mapped across most of the south part of the property south of No Thoroughfare Canyon, and includes all but the southeast aspects of the "Little Sister."
- Moffat sandy loam, 2 to 6 percent slopes (Map Unit 125). This soil type is found primarily on terraces within the soils survey area. The parent material consists of alluvium derived from sandstone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. On the property, this soil unit occupies the entire No Thoroughfare Canyon wash corridor and low, gently-sloping terraces adjacent to the wash.
- Rock outcrop-Persayo-Hostage complex, 25 to 99 percent slopes, extremely stony (Map Unit 127). The Persayo component makes up about 30 percent and the Hostage component makes up about 25 percent of the map unit. The remainder is rock outcrop. This component occurs on relatively steep hills, where the parent material consists of residuum weathered from clayey shale. Depth to a root restrictive layer (paralithic bedrock) is 10 to 20 inches. The natural drainage class is well drained. This soil unit is mapped in the vicinity of rock outcrops south of No Thoroughfare Canyon wash in the west part of the property. Those parts of this mapped soil unit lying north of and within No Thoroughfare Canyon wash would more appropriately be mapped as Unit 16C or 27.

Biologic soil crusts (also called cryptobiotic soils or cryptogamic soil) are present in most undisturbed stands of all the vegetation communities found on the property in soils spaces not occupied by rocks, trees, or shrubs. An integral part of the semi-desert ecology of the Colorado Plateau, biological soil crusts are living composites of surface soils bound by symbiotic colonies of lichens, mosses, algae, microfungi, cyanobacteria and other bacteria, and in the arid west, can comprise more than 70 percent of the living ground cover (Rosentreter et al. 2007). Intact biologic soil crusts increase soil stability by helping to control wind and water erosion. They benefit the vascular plant community by increasing soil water retention, contributing carbon to underlying soils, converting atmospheric nitrogen to bio-available nitrogen, increasing the bio-

availability of phosphorus and other nutrients, and creating seedling germination sites (Rosentreter et al. 2007).

## 2.4 Hydrology

No permanent watercourses exist on the property; however, the property features the prominent intermittently flowing wash of No Thoroughfare Canyon. An approximately 0.25-mile reach of the No Thoroughfare Canyon wash crosses the property from southwest to northeast. In the west part of the property, the wash flows south of Monument Road (on Lot 2), then crosses under Monument Road and flows across Lot 1 in the northeast part of the property (Figure 4). The wash's flow is augmented by irrigation runoff coming from private land to the southeast. The banks and general vicinity of the wash are intermittently dominated by tamarisk, Chinese elm, and Russian olive (invasive non-natives that are broadly naturalized and common in riparian areas around the Grand Valley) and native cottonwoods. It appears that the northwest-facing slope between the wash and the private land to the south has been historically / sporadically irrigated with a network of over-ground plastic irrigation pipe. These irrigation practices established woodlands dominated by Chinese elm and cottonwoods on this slope. The wash and the historically-irrigated woodland area provide important microhabitat for reptiles, rodents, small mammals, and migratory songbirds, as well as travel corridors for large and small mammals. The wash was flowing at the time of the field visit.



Mule deer tracks in No Thoroughfare Canyon wash (April 2014)

## 2.5 Vegetation Communities

The property is dominated by vegetation communities adapted to the soils and influenced by its topographic and hydrologic conditions. Vegetation communities were mapped (Figure 7) by interpreting a recent aerial photograph of the property, combined with a walkabout survey. It should be noted that vegetation mapping boundaries cannot accurately represent the intergrade between plant communities and that vegetation mapping presented on Figure 7, and vegetation descriptions provided below, are fairly generalized. Weeds are discussed within each community description as appropriate; noxious weeds did not appear to present a serious management issue on the property at the time of the field visit. The only weeds recognized as noxious by Mesa County (Werkmeister 2013) observed on the property were tamarisk and white top (see Canyon wash description, below).

- Mixed riparian woodland (approximately 3.5 acres; Photopoints 2 through 8 and 22). An approximately 0.25-mile reach of No Thoroughfare Canyon wash crosses the property. Downstream of water input from an irrigation runoff ditch (which augments flow in this normally dry or intermittent wash), the wash supports mature mixed riparian woodlands dominated by Chinese elm (*Ulmus pumila*), cottonwood (*Populus deltoides*), tamarisk

(*Taraxacum* spp.), and Russian olive (*Eleagnus angustifolia*). Understory plants include tall pasture grasses such as smooth brome (*Bromus inermis*), and patches of coyote willow (*Salix exigua*).

- **Open pinyon-juniper woodlands** (approximately 3 acres). This community is found across much of the south part of the property across the rocky north and west-facing slopes of “Little Sister” hill (Photopoints 11, 17, and 19). It is characterized by a scattered open canopy of relatively small-stature Utah juniper (*Juniperus osteosperma*) and occasional pinyon pine (*Pinus edulis*), within a matrix of mixed short semi-desert shrublands (see “mixed short semi-desert shrubland” description below). On steep, rocky slopes with shallow soils, the dominant understory shrub is Mormon tea (*Ephedra* sp.). On gentler slopes and deeper soils, the dominant shrub is shadscale (*Atriplex confertifolia*). Scattered throughout are big sagebrush (*Artemisia tridentata*), spiny horsebrush (*Tetradymia spinosa*), and cliff fendlerbush (*Fendlera rupicola*), along with prickly pear (*Opuntia* sp.) and claret cup cactus (*Echinocereus triglochidiatus*). Conspicuous native forbs at the time of the field visit were Westwater tumbledustard (*Thelypodopsis elegans*), phlox (*Phlox* sp.), bladderpod (*Physaria* sp.), shrubby buckwheats (*Eriogonum* spp), and wild parsleys (*Lomatium* or *Cymopterus* spp). Common native grasses were galleta (*Hilaria jamesii*), needle-and-thread (*Hesperostipa comata*), bottlebrush squirreltail (*Elymus elymoides*), and muttongrass (*Poa fendleriana*). Cheatgrass was scattered and fairly uncommon in this community across the property, and biological soil crusts are relatively intact.
- **Mixed tall semi-desert shrubland** (approximately 2 acres; Photopoints 23 and 26). This community type is present on the low terraces along No Thoroughfare Canyon wash. The dominant shrub is greasewood (*Sarcobatus vermiculatus*), but rubber rabbitbrush (*Chrysothamnus nauseosus*), shadscale, four-wing saltbush (*Atriplex canescens*), or Mormon tea are occasionally present. Native grasses such as galleta, Indian ricegrass, needle-and-thread, or alkali sacaton (*Sporobolus airoides*) were occasional, and native blooming forbs included locoweed (*Oxytropis* sp.) and poison aster (*Xylorhiza venusta*). The understory is dominated by bare ground, biological soil crust, cheatgrass, prickly pear, and non-native annual mustards such as tall tumbledustard (*Sisymbrium altissimum*) and blue mustard (*Chorispora tenella*). Other non-native forbs are Russian thistle (*Salsola kali*), bulbous bluegrass (*Poa bulbosa*), storksbill (*Erodium cicutarium*), and annual wheatgrass (*Eremopyrum triticeum*). Biological soil crusts are patchy in this area due to historic surface disturbances. A small patch of the noxious weed white top (*Cardaria draba*) was observed in this community west of the irrigation runoff ditch. Whitetop is targeted for control and suppression in Mesa County (Werkmeister 2013).
- **Mixed short semi-desert shrubland** (approximately 2 acres; Photopoints 11, 12, 14, 15, and 20). Mixed short semi-desert shrublands are interspersed with open pinyon-juniper woodlands on the south part of the property, and are the predominant vegetation community on surrounding lands. The most common shrubs in this community are shadscale and Mormon tea. Other shrubs and sub-shrubs present include broom snakeweed (*Gutierrezia sarothrae*), dwarf rabbitbrush (*Chrysothamnus depressus*), big sagebrush, shrubby buckwheats, cliff fendlerbush, spiny horsebrush, prickly pear cactus, and claret cup cactus. In general, the shrub canopy in this community is low and sparse, and interstitial ground spaces are occupied by biological soil crusts, scattered native grasses and/or cheatgrass (*Bromus tectorum*), and bare soil or rocks. Common native grasses in the community (and throughout the property) include galleta grass (*Hilaria jamesii*), needle-and-thread grass (*Hesperostipa comata*), bottlebrush squirreltail



(*Elymus elymoides*), and Indian ricegrass. Native forbs beginning to green up or flowering during the field visit were Westwater tumbled mustard (*Thelypodopsis elegans*), globemallow (*Sphaeralcea* sp.), mariposa lily (*Calchortus* sp.), sand verbena (*Abronia* sp.), phlox (*Phlox* sp.), scarlet gilia (*Ipomopsis* sp.), milkvetches (*Astragalus* spp.), evening primrose (*Oenothera* sp.), and several species of wild parsleys (*Lomatium grayii*, *Lomatium* sp., and *Cymopterus bulbosus*). In addition to cheatgrass, other conspicuous weeds were blue mustard, storksbill, bulbous bluegrass, bur buttercup (*Ranunculus testiculatus*), and annual wheatgrass.

- Irrigation-induced woodland (approximately 1.25 acres; Photopoints 18 and 21). It appears that the northwest-facing slope between the wash and the private land to the south has been historically / sporadically irrigated with a network of over-ground plastic irrigation pipe. These irrigation practices established woodlands dominated by Chinese elm and cottonwoods intermixed with juniper on this slope. Many of the elms and cottonwoods appeared to be drought stressed or dead during the baseline field visit (irrigation practices appeared to be discontinued, judging by the disarray of irrigation pipe in the area).
- Canyon wash dominated by tamarisk (approximately 1 acre; Photopoint 25). This community is mapped in and alongside the west part of No Thoroughfare Canyon wash across the property. About 1 acre of this wash supports a continuous stand of salt cedar or tamarisk (*Tamarix* spp.), a non-native noxious shrub common in riparian or semi-riparian corridors through the intermountain west. The County's management strategy for tamarisk is biological control and control is not mandatory (Werkmeister 2013). A few individual non-native Russian olive (*Eleagnus angustifolia*) trees were also present. Native vegetation in or along the wash included rubber rabbitbrush, greasewood, and grasses such as western wheatgrass (*Pascopyrum smithii*) and Indian ricegrass. Non-native grasses and forbs included Russian thistle and annual wheatgrass.
- Swale or roadside grasses (approximately 0.5 acre; Photopoint 1). This vegetation type occurs on the south part of Lot 1, in the narrow strip between Monument Road and Glade Park Road, and a small area west of the Glade Park and Monument Road intersection. This area is occupied primarily by pasture grasses or tall wheatgrass (*Thinopyrum ponticum*).

### 3 OUTDOOR RECREATIONAL & EDUCATION FOR THE GENERAL PUBLIC

#### 3.1 Planned Opportunities

The general public will enjoy non-motorized-trail based recreation on the property, including the use of trails for bicycling and pedestrian activities. Trail development and trail use will be defined in an official document referred to as the "Park Plan." The Park Plan, to be authored by Mesa Land Trust and the National Park Service's Rivers, Trails, and Conservation Assistance Program, will outline sustainable trail development and zones of use that respect all conservation values of the property. The Park Plan will be approved by the general public, the City of Grand Junction's Parks and Recreation Advisory Board, Grand Junction City Council, and Mesa Land Trust's stewardship director.

Future trails on the property will have connectivity to existing trails in the Lunch Loop Trail System on adjoining public lands which are part of one of the most popular and extensive public lands trail networks in the region. The Meens property acquisition and conservation project will facilitate the development of potential non-motorized multi-use trail linkages. The strategic purchase of the Meens property will provide alternative access points to Lunch Loop trails that are already often over-used, and may establish a public trail up No Thoroughfare Canyon wash to connect with neighborhoods. These trail connections with neighborhoods will dramatically increase the biking and walking venues in the Grand Valley.

Outdoor education opportunities for the general public provided as a result of the conservation easement may include interpretive programs (signage, smart phone applications, and literature) concerning geology and other natural history topics, volunteer land management events, and ecology research projects.

An outdoor kiosk, toilet facility, parking area, and trail signage are potentially planned for the property. The kiosk, toilet facility and parking area would be located within a small building envelope designated by the CE Deed.

## **4 OPEN SPACE**

The property provides scenic views and open space for the benefit of the public (see Section 1.6 for a summary of the property's conservation values). The open space conservation value of the property is described below and depicted in figures and documentary photographs following the main text of this report. Documentary photographs were taken at the photopoints shown on Figure 3.

### **4.1 Scenic Characteristics**

The property encompasses semi-desert shrublands, rock outcrops, and wooded areas along No Thoroughfare Canyon wash. The property also features a hill known as the "Little Sister" (Photopoints 10 and 11), one of three prominent erosional hill features (the Three Sisters) increasing proportionally in size from northeast to southwest (Figures 2 and 2a) and forming a local landmark visible from many points around Grand Junction.

The property is visible to the general public from adjoining and nearby public lands administered by the U.S. Bureau of Land Management and the City of Grand Junction. These lands are open to and actively utilized by residents of Mesa County and the State of Colorado for outdoor recreation. A significant portion of the property is visible from Monument Road (Photopoints 3, 4, and 8), a major scenic accessway to the nearby Colorado National Monument traveled by tens of thousands of visitors annually. The property is also visible from Glade Park Road (Photopoints 1 and 2). As such, the property provides a degree of openness, contrast, and variety to the overall landscape, and scenic enjoyment to the general public. Scenic views across the property from public lands and roads, and from the property itself, which will be open for public access under the conservation easement, include Grand Mesa, the Book Cliffs, and the cliffs and canyons of Colorado National Monument. Efforts will be made to clean up any minor areas of debris on the property that may be visible from Monument Road. These areas do not significantly affect the property's scenic values.

## 4.2 Significant Public Benefit

Preservation of the property's open space will yield a significant public benefit because there is a likelihood that subdivision and/or development of the property would contribute to the degradation of the scenic views of the land and in the vicinity of the land, as well as contribute to degradation of wildlife habitat and outdoor recreational experiences, which could indirectly affect the public through diminished enjoyment and potential loss of tourism and other recreation revenues. The property's proximity to downtown Grand Junction and location within Grand Junction's city limits (Figure 1) make it susceptible to subdivision and development in the near future. Preservation of the property will ensure it continues to provide an opportunity for the general public to appreciate its scenic values, and is important for preserving regional wildlife ranges and recreational opportunities with the potential to attract tourism to the area.

## 4.3 Consistency with Governmental Policies

A conservation easement on the property is supported by policy at the state and regional/local levels:

### State policy.

- Colorado Revised Statutes (CRS) provide for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural [...] or other use or condition consistent with the protection of open land ..." [CRS §38-30.5-102]. The Colorado Wildlife and Parks and Outdoor Recreation statutes [CRS §33-1-101 and §§ 33-10-101], provide, respectively, that "It is the policy of the State of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors to this state" and that "It is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."
- The Colorado Department of Transportation statutes [CRS §43-1-401, et seq.], provide that the "preservation and enhancement of the natural and scenic beauty of this state" are of substantial state interest.
- The Western Governors' Association Policy Resolution 08-21 supports "voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values."

### Regional and local policy.

- The conservation easement is consistent with, and helps achieve the goals of, the Joint City of Grand Junction – Mesa County Redlands Neighborhood Plan (2002), which considers scenic values, wildlife habitat, open space, and recreation opportunities important to the character of the Redlands. The plan outlines the following findings: "Monument Road has been identified as a visually important corridor on the Redlands, providing access to the Tabeguache trailhead and a gateway to the Colorado National Monument. In addition to the ridgeline views along the corridor, the views on either side of the roadway are also of importance to maintain the open vistas to the Monument. Similarly, the approach to the west



entrance to the Monument along Highway 340 should maintain open unobstructed vistas." Goals and policies to address these findings include protecting "the foreground, middle ground, and background visual/aesthetic character of the Redlands Planning Area" by minimizing "development on prominent ridgelines along the major corridors of Highway 340, South Broadway, South Camp road, and Monument Road" to maintain "the unobstructed view of the skyline." The conservation easement will protect part of the scenic corridor along Monument Road.

The Grand Junction – Mesa County Redlands Neighborhood Plan (2002) identifies No Thoroughfare Canyon wash (which crosses the property) among washes on the Redlands that "provide important drainage functions and values in the landscape and to the residents of the planning area." A goal of the plan is therefore to "conserve, protect, or restore the integrity of the values and functions that drainages/washes provide in the Redlands Planning Area. The conservation easement will protect a part of No Thoroughfare Canyon wash.

The plan acknowledges the importance wildlife habitat on the Redlands and establishes the goal to "preserve/conservate Mesa County's natural heritage of plants, animals, and biological conservation sites." The conservation easement will protect habitat for wildlife and potentially for rare plants.

The plan acknowledges the importance of parks, recreation, and open space, and establishes goals "to develop and maintain an interconnected system of neighborhood and community parks, trails and other recreational facilities" [...] and to "include open space corridors and areas throughout the Redlands Area for recreational, transportation, and environmental purposes." The conservation easement will provide for recreational enjoyment of the land by the general public.

- The Grand Valley Trails Master Plan (DRAFT April 16, 2013) identifies the Monument Road corridor as proposed for detached bike paths.

## **5 RELATIVELY NATURAL HABITAT**

The property features relatively natural habitat conservation values (see Section 1.6 for a summary of the property's conservation values). The property's native semi-desert shrublands, wooded riparian area, and cliff-canyon environs provide important relatively natural habitat and habitat linkages for wildlife in the area, especially reptiles and small mammals. Habitat components of the property (hydrology resources and vegetation communities) are described in Sections 2.4 and 2.5 of this report, respectively, and their locations are shown on Figure 7.

The appearance of the property's relatively natural habitat is depicted in documentary photographs following the main text of this report. Documentary photographs were taken at the photopoints shown on Figure 3 (the GPS coordinates of the photopoints are included at the front of the documentary photograph section of this report). The ranges of selected wildlife species are mapped, relative to the property, on Figure 8.

### **5.1 Habitat for Threatened, Endangered, or Special Concern Species**

It is important to note that it was not within the scope of this report to conduct a comprehensive survey for threatened, endangered, or special concern species during the field visit. Nevertheless, based on habitat characteristics of the property, CNHP mapping, and local

knowledge, the property provides or has the potential to provide habitat for species recognized by the federal government or state government as threatened or of special concern. Each of these species is discussed, in turn, below.

- Colorado hookless cactus. *Sclerocactus* sp. has been documented on the nearby Files property and the adjoining Three Sisters conservation easement. *Sclerocactus* populations in the area exhibit morphological traits described for both small-flower fishhook cactus cactus (*Sclerocactus parviflorus*) and Colorado hookless cactus (*Sclerocactus glaucus*). The property lies within a zone of Mesa County (between Whitewater and Fruita) considered by the U.S. Fish and Wildlife Service to represent the intergradation of these morphologically similar species (Mayo 2012). Taxonomic work is underway to determine whether the two species hybridize in this zone or are genetically distinct and sympatric. Colorado hookless cactus is listed as threatened under the U.S. Endangered Species Act, whereas the small-flower fishhook cactus is not. Until the taxonomic research is complete, it is uncertain whether the *Sclerocactus* plants found in the vicinity of the property will have legal status under the Endangered Species Act.
- Midget faded rattlesnake. This species is recognized by CPW as a Colorado State Species of Concern due to its apparent rarity and small range. It is known only from Mesa, Delta, and Garfield Counties in Colorado (Hammerson 1999). Taxonomists do not agree whether this small distinctly colored snake represents a subspecies of the western rattlesnake (*Crotalus viridis v. concolor*) or a separate species. The midget faded rattlesnake reaches about 24 inches in length, with brownish dorsal blotches on a tan, cream, or yellow-brown background color. In older adults the blotches are faded or sometimes absent. They occupy a wide range of vegetation communities, but appear to prefer rocky outcrops, both for shelter and access to reptile and rodent prey. They are active outside their dens or burrows from May to September.
- Longnose leopard lizard. Known from only three counties in western Colorado, and only from the Grand Valley in Mesa County (Hammerson 1999), this Colorado State Species of Concern emerges from its winter retreat burrow later than most other lizard species (late May), feeds and breeds during the early summer months, lays eggs in June or July, then returns to its burrow in early August when eggs begin to hatch. The hatchlings grow quickly, and usually remain active until early September when they, too, disappear underground. Hammerson (1999) notes that "persons observing this lizard in Colorado should thrill to their good luck." Populations of this lizard are extremely localized and low density. Hammerson (1999) describes their preferred habitat on the south side of the Grand Valley as "stands of greasewood and sagebrush on [...] broad outwash plains in or near the mouths of canyons." On a micro-habitat level, longnose leopard lizards prefer mounded soils at the base of shrubs where rodent burrows are abundant and the ground is bare or sparsely vegetated between the shrubs. The property presents nearly ideal habitat for longnose leopard lizard. Protection of stands of tall semi-desert shrublands and their associated burrowing rodent populations are necessary components of longnose leopard lizard conservation (Hammerson 1999).
- American peregrine falcon. By the mid-1960s, breeding populations of peregrine falcons across the country had declined due to widespread effects of the pesticide DDT (USFWS 1999). Breeding pairs were extirpated from the Great Plains states and south of the boreal forest in Canada, and less than 33 percent of historic nest sites remained occupied in the Rocky Mountain region (USFWS 1999). Consequently, the species became protected under the U.S. Endangered Species Act in 1970, and intensive

recovery efforts in Colorado and throughout the states ensued. Between about 1976 and 1999, when recovery was declared and peregrine falcon was delisted, the estimated number of breeding pairs in Colorado had increased from about 4 to about 68 (Kingery 1998). Since its delisting, this sensitive raptor has been considered a Colorado State Species of Concern (CPW 2014). The peregrine falcon is a primarily a cliff nester, preferring ledges on sheer walls high above a river or stream. Potential peregrine falcon nest sites exist about two miles southwest of the property on the cliffs walls of Colorado National Monument, and a documented nest site is located in Unaweep Canyon, about 15 miles south of the property. Peregrine falcons hunt in the area for avian and small mammal prey, especially over the wash and rock outcrops.

## 5.2 Potential Habitat for Rare Plant Species

Based on a review of CNHP's Natural Heritage Inventory of Mesa County (Lyons et al. 1996) and soil types on the property, the following rare plants (excluding *Sclerocactus* which is discussed in Section 5.1, above) have a high likelihood of occurring on the property.

- Jones blue star (*Amsonia jonesii*). This rare plant in the dogbane family prefers runoff-fed draws on sandstone-derived soils in desert-steppe environments. CNHP found Jones blue star north of the property during the 1990s (Lyon et al. 1996). This plant was not observed on the property during the field visit.
- Grand Junction milkvetch (*Astragalus linifolius*). This bushy, linear leafed plant of the pea family is associated with pinyon and juniper on dry clay slopes and gullies of the Morrison Formation (Lyon et al. 1996). CNHP found Grand Junction milkvetch in the Redlands area during inventories in the 1990s. This plant was not observed on the property during the field visit.
- Long-flower cat's eye (*Cryptantha longiflora*). A short-lived perennial borage, this inconspicuous wildflower prefers sandy or clay soils and is associated with low semi-desert shrub communities. Other similar species in the genus *Cryptantha* are common in the area. This plant was not observed on the property during the field visit.

## 5.3 Big Game Habitat

The property lies within the overall ranges of game species including elk, mule deer, mountain lion, and black bear, all big game species that are of economic importance to Mesa County and the State of Colorado, and that contribute significantly to the biodiversity of the region.

- Mule deer. The property lies within CPW-mapped mule deer winter range and just south of a resident mule deer area (Figure 8). Mule deer may be present on the property any time of the year, and find good cover in the property's topographic patterns, especially in the No Thoroughfare Canyon wash. Mule deer contribute significantly to the biodiversity of the region, and due to hunting revenues, mule deer are of significant economic importance to Mesa County and the State of Colorado.
- Mountain lion. The property lies within the overall range of mountain lion (Figure 8), a wide-roaming species with a relatively large territory size requirement. Mountain lion can be expected to occur on the property occasionally—probably for no more than a day at a time—following the movements of mule deer, their primary prey. The property's topographical features, especially the washes, provide cover and security for mountain

lions that may be moving through the area. Its ledges provide temporary denning and hiding opportunities. CPW maps most of the Redlands, including the property and the area surrounding the property, as a "mountain lion human conflict area."

- **Black bear.** The property lies within the overall range of black bear (Figure 8). The black bear is a wide-roaming species with a relatively large territory size requirement. Black bear that occur occasionally on the property are most likely dispersing between more suitable habitats—moving from higher elevation habitat in serviceberry and Gambel oak stands to the west to areas on the Gunnison and Colorado River corridors to the east, where they find fruit-bearing shrubs such as three-leaf sumac.

#### 5.4 Habitat for Other Wildlife

The native shrublands, cliff and canyon environs, and wooded wash on the property provide habitat or habitat linkages for small animals with large home ranges moving across the surrounding landscape, including many shrubland-dependent neotropical migratory songbirds whose populations are declining in all or parts of their ranges (Sauer et al. 2014). These include horned lark, loggerhead shrike, northern mockingbird, black-throated sparrow, lark sparrow,



Collared lizard on the northwest-facing slope of "Little Sister" hill (April 2014)

gray vireo, rock wren, and canyon wren.

Raptors such as golden eagle, red-tailed hawk, American kestrel, and turkey vulture are expected to be fairly common (year-round or seasonally) in the area and across the property, as they hunt for abundant small prey. The rock bands and ledges on the property provide suitable nest sites, roosts, and perches for the larger raptors.

Other small mammals such as coyote, ringtail, red fox, bobcat, badger, striped skunk, raccoon, desert cottontail, white-tailed antelope

squirrel, woodrat, Ord's kangaroo rat, and several species of mice, are known or expected to inhabit or visit the property and utilize its habitat types. Several bat species are expected to occur as seasonal migrants or visitors on the property, finding suitable roosts in the property's rock outcrops. A diversity of herptiles is anticipated to occur on the property, including western yellowbelly racer, southwest blackhead snake, corn snake, night snake, milk snake, striped whipsnake, bull snake, sagebrush lizard, plateau lizard, plateau striped whiptail, western whiptail, collared lizard, long-nosed leopard lizard, tree lizard, side-blotched lizard, and short-horned lizard.

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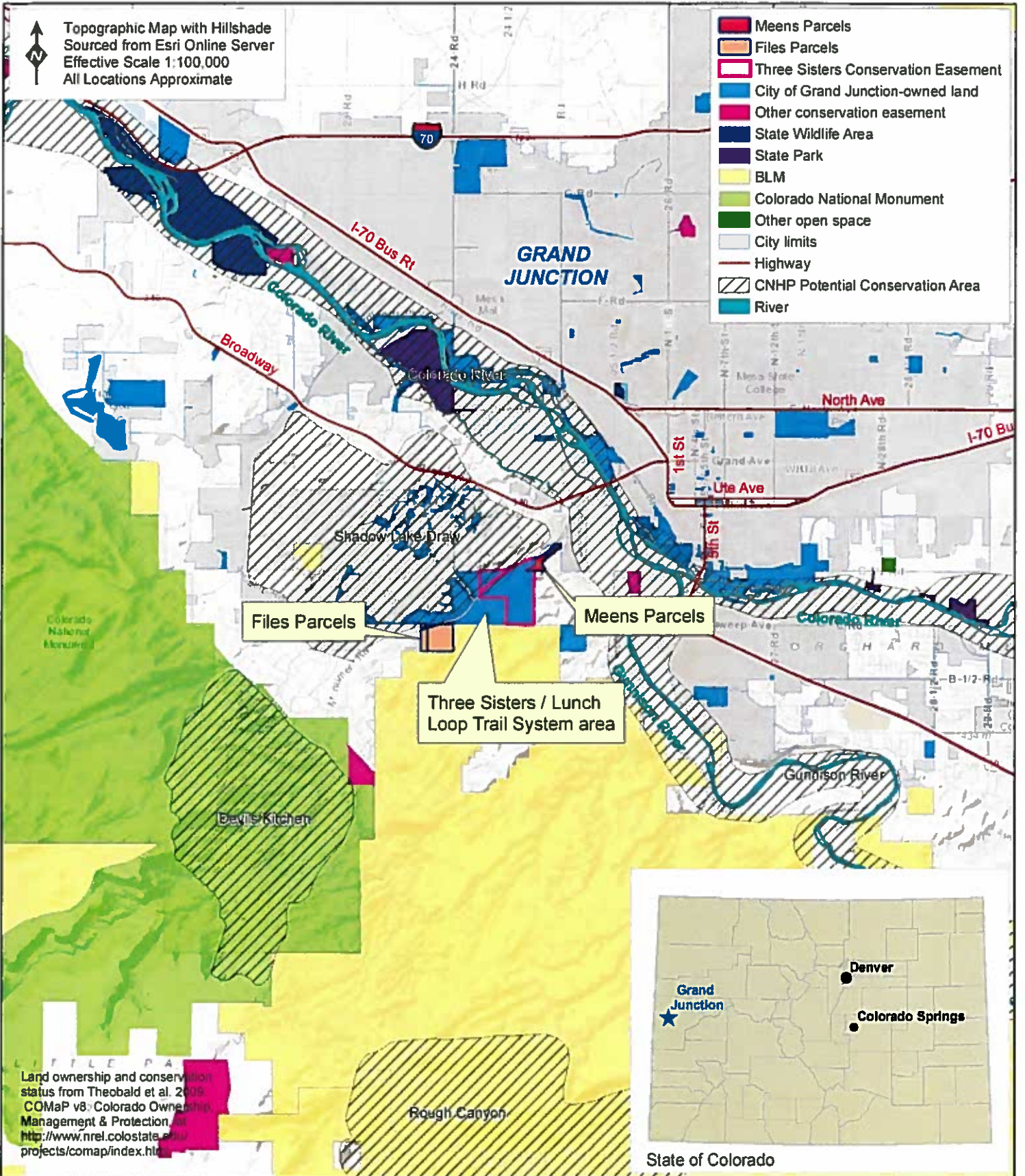
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**FIGURES**





DATE: July 2014

DRAWN BY: D. Reeder



**RARE EARTH SCIENCE**

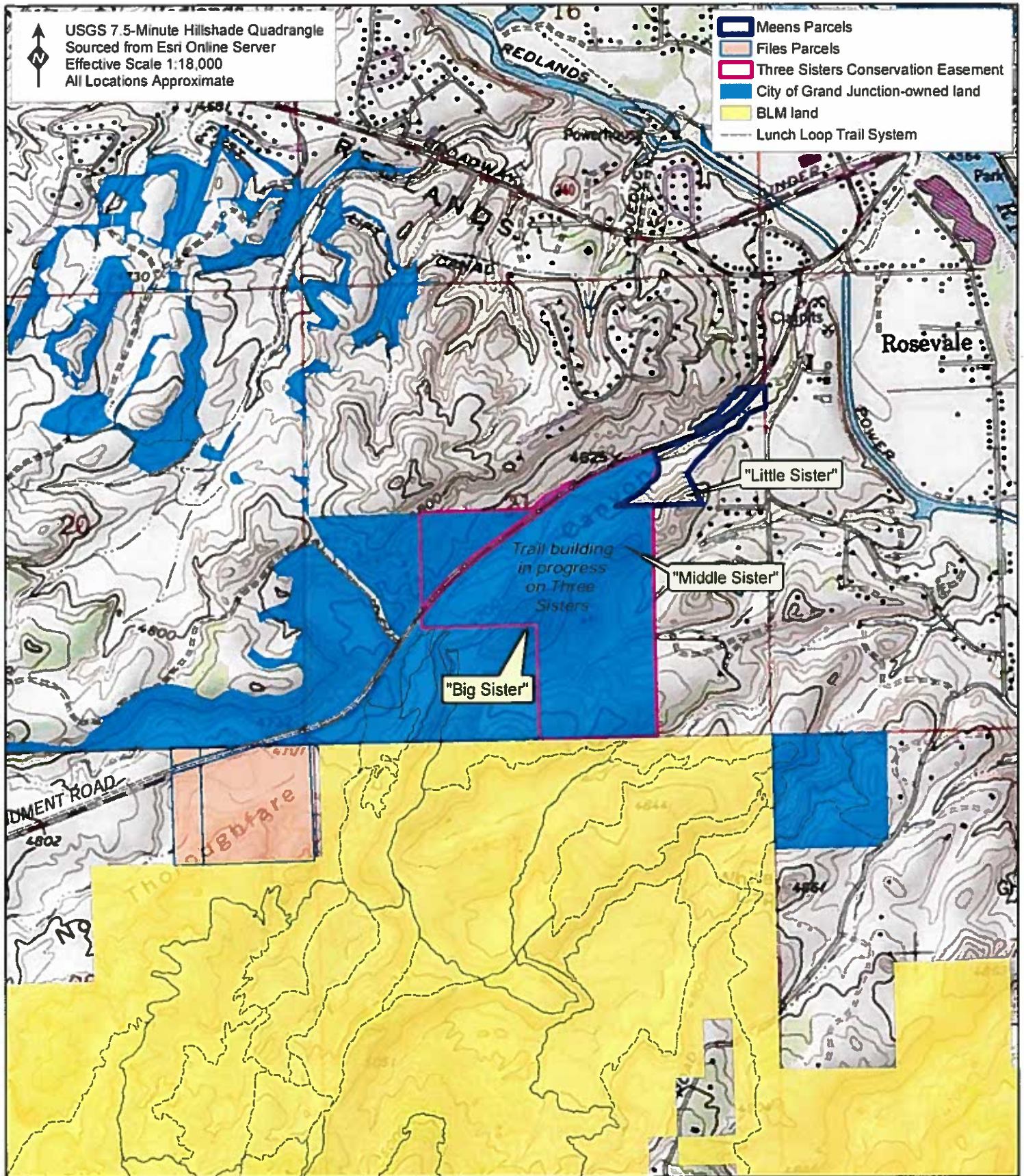
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**REGIONAL & LOCAL  
LOCATOR MAPS**

**MEENS CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
Mesa County, Colorado**

**FIGURE  
1**





DATE: July 2014  
 DRAWN BY: D. Reeder

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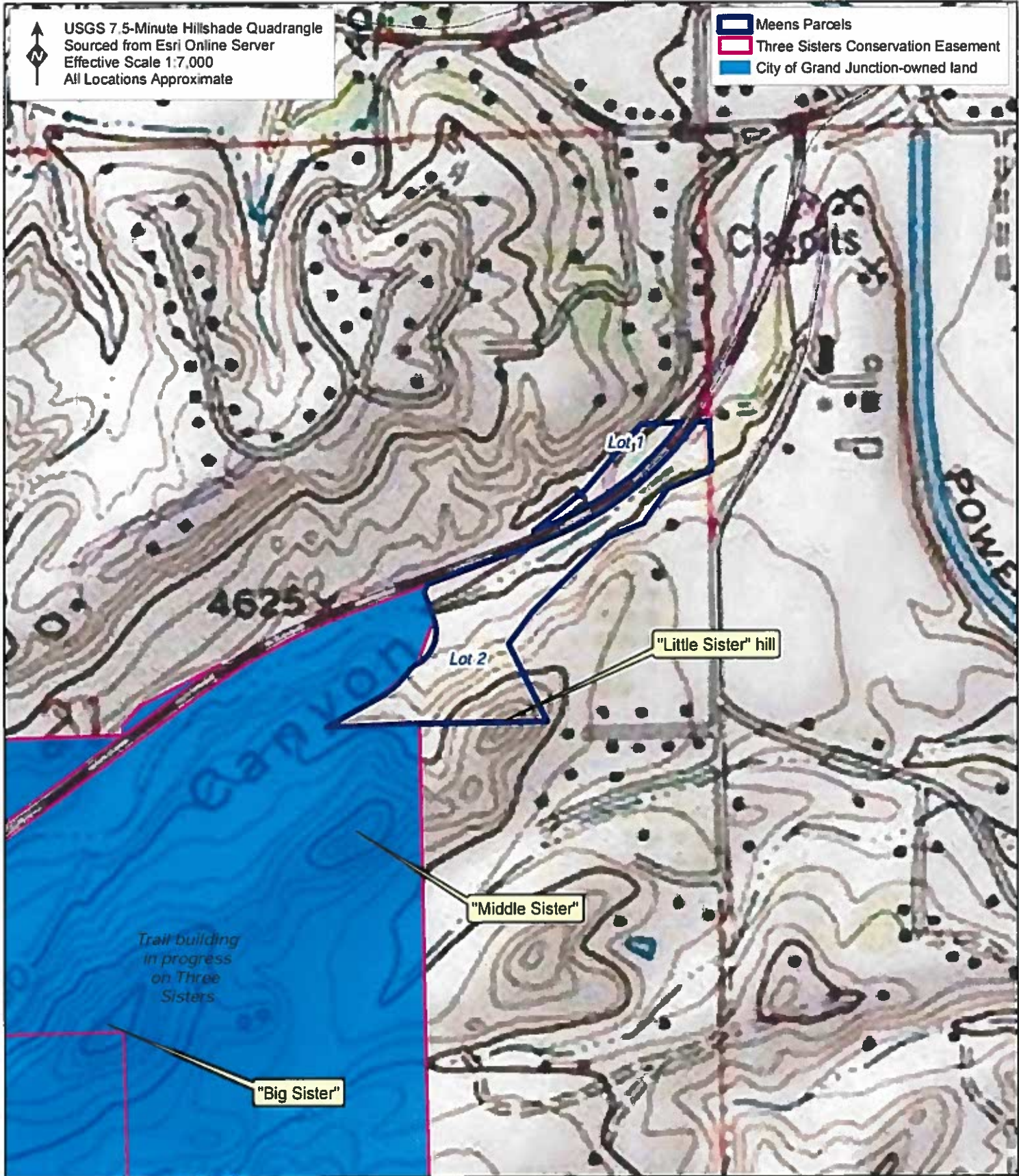
**TOPOGRAPHIC MAP  
 AREA OVERVIEW**

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**MEENS CONSERVATION EASEMENT  
 BASELINE DOCUMENTATION REPORT**  
 Mesa County, Colorado

**FIGURE  
 2**





DATE: July 2014

DRAWN BY: D. Reeder



**RARE EARTH SCIENCE**

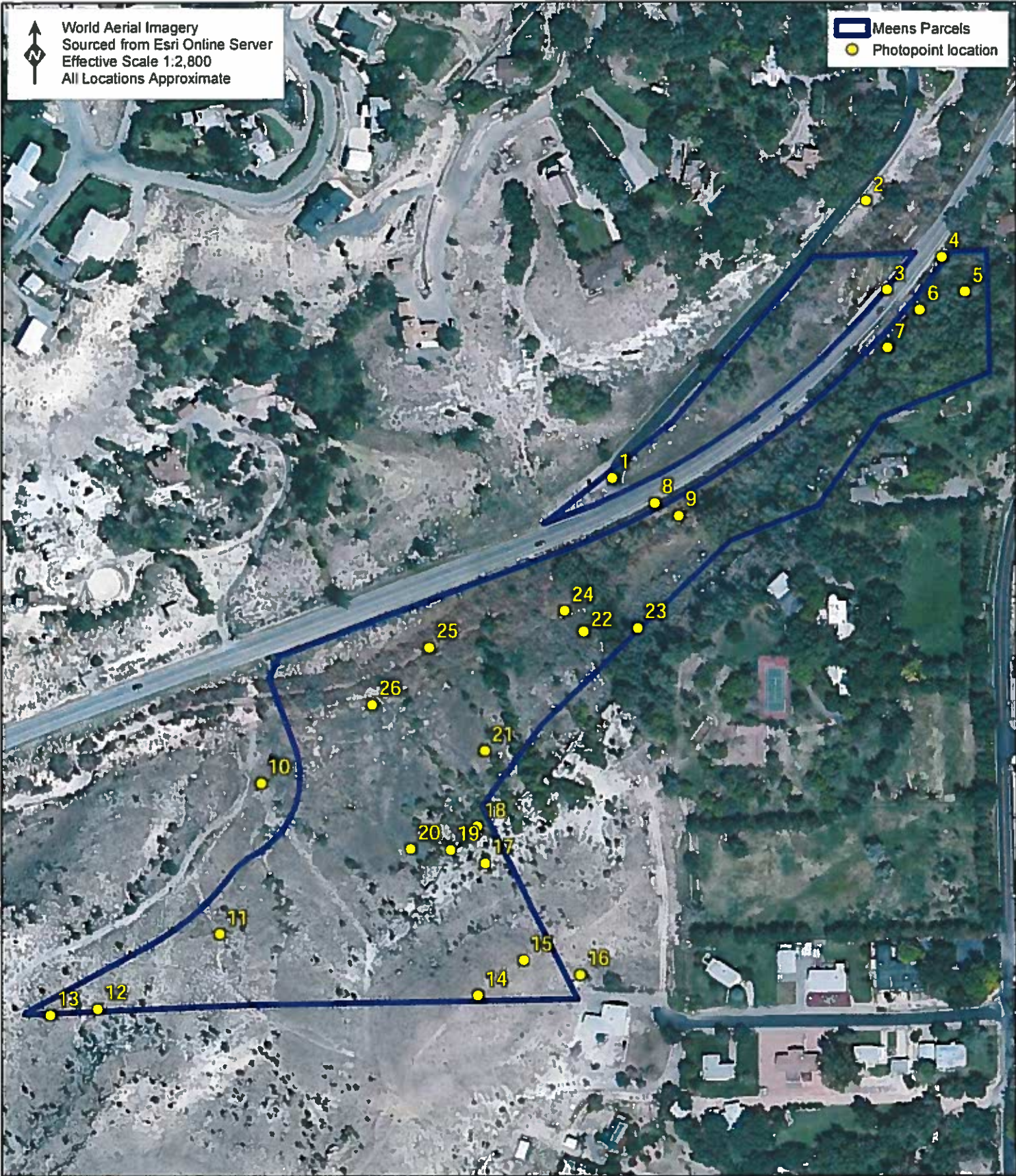
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**TOPOGRAPHIC MAP**

**MEENS CONSERVATION EASEMENT  
 BASELINE DOCUMENTATION REPORT  
 Mesa County, Colorado**

**FIGURE  
 2a**





## AERIAL PHOTOGRAPH & PHOTOPPOINT LOCATIONS

MEENS CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
Mesa County, Colorado

FIGURE  
3

DATE: July 2014

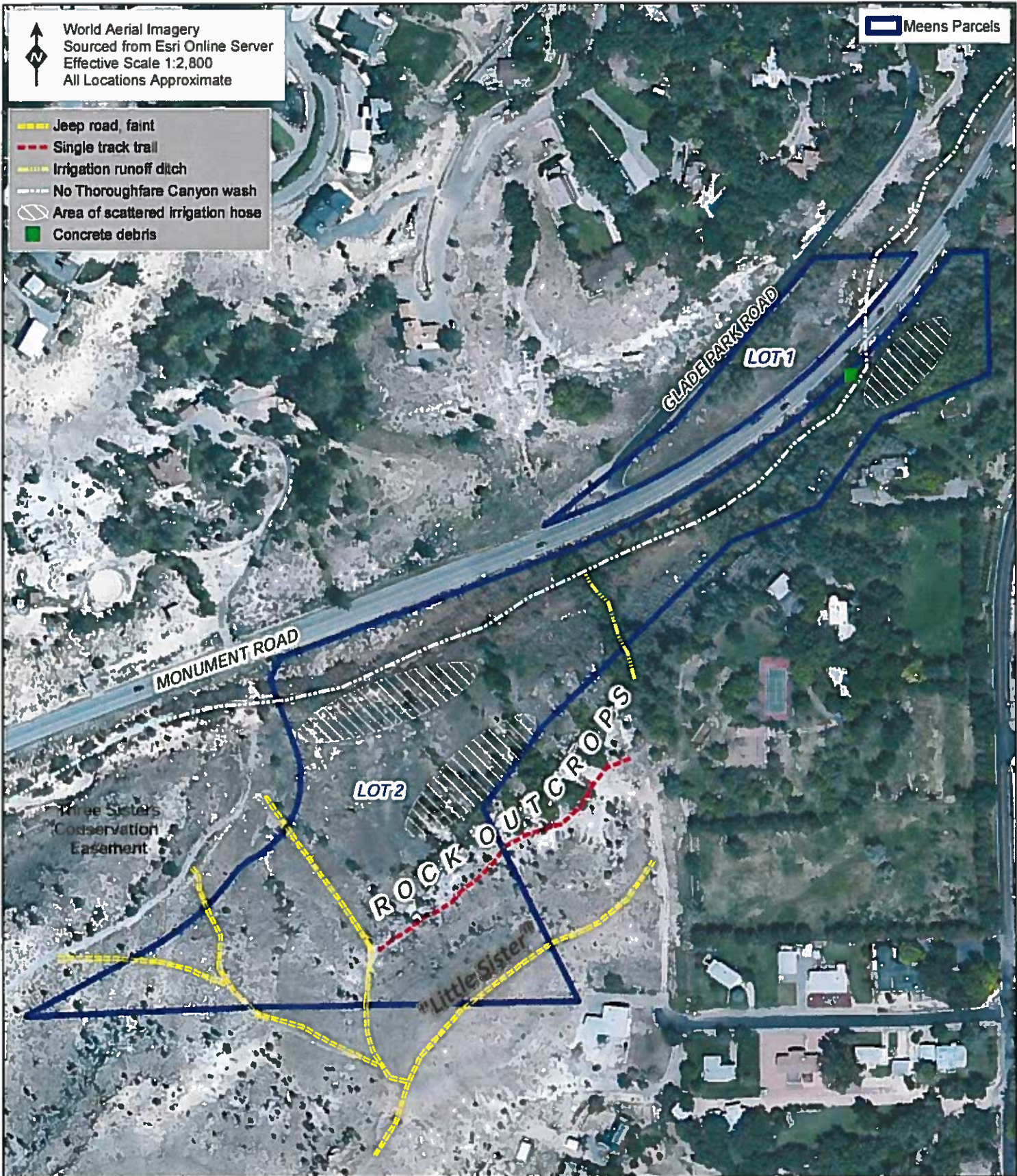
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## IMPROVEMENTS & FEATURES

MEENS CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
Mesa County, Colorado

FIGURE

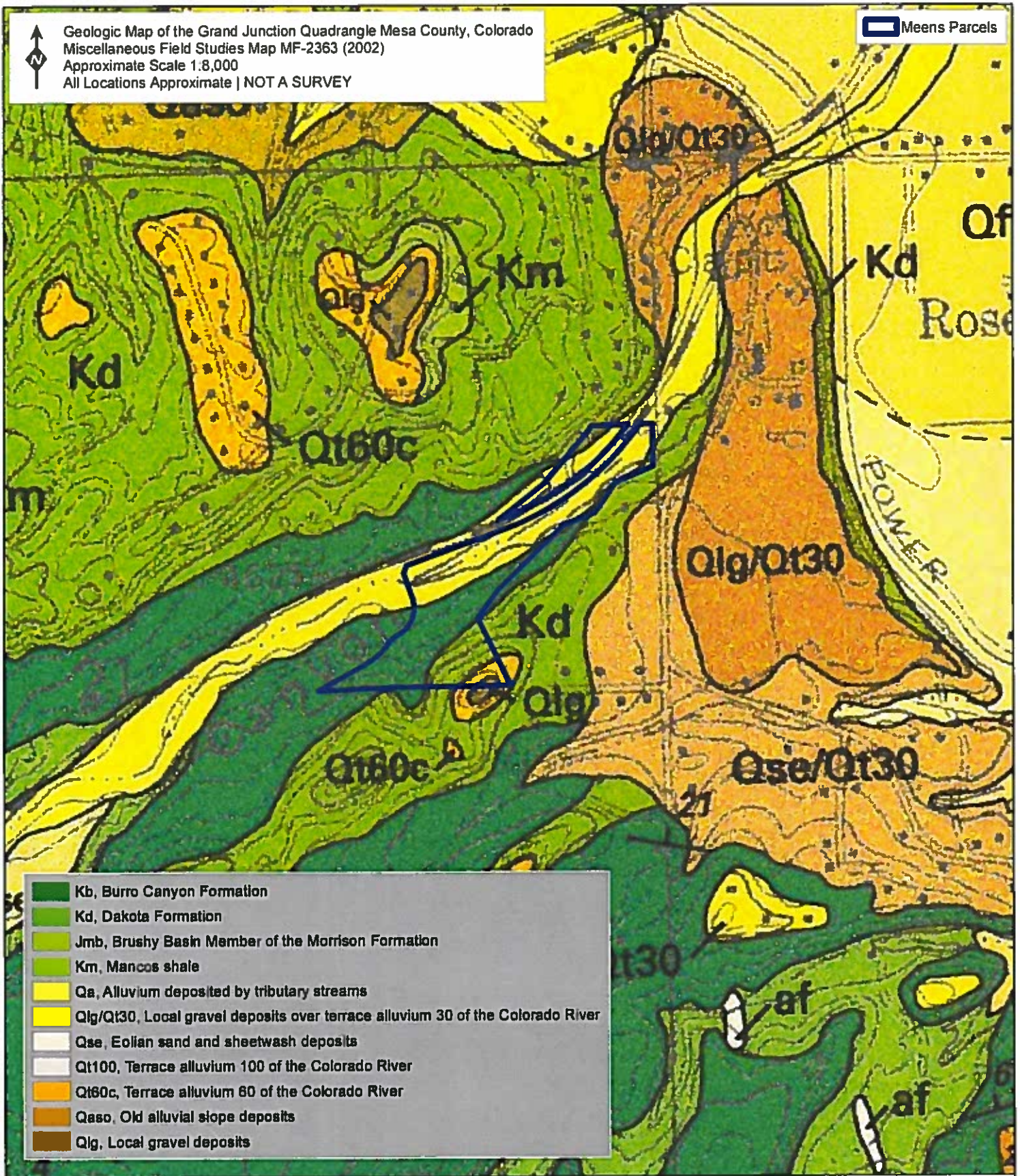
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










Geologic Map of the Grand Junction Quadrangle Mesa County, Colorado  
 Miscellaneous Field Studies Map MF-2363 (2002)  
 Approximate Scale 1:8,000  
 All Locations Approximate | NOT A SURVEY

 Meens Parcels



-  Kb, Burro Canyon Formation
-  Kd, Dakota Formation
-  Jmb, Brushy Basin Member of the Morrison Formation
-  Km, Mancos shale
-  Qa, Alluvium deposited by tributary streams
-  Qlg/Qt30, Local gravel deposits over terrace alluvium 30 of the Colorado River
-  Qse, Eolian sand and sheetwash deposits
-  Qt100, Terrace alluvium 100 of the Colorado River
-  Qt60c, Terrace alluvium 60 of the Colorado River
-  Qaso, Old alluvial slope deposits
-  Qlg, Local gravel deposits

DATE: July 2014

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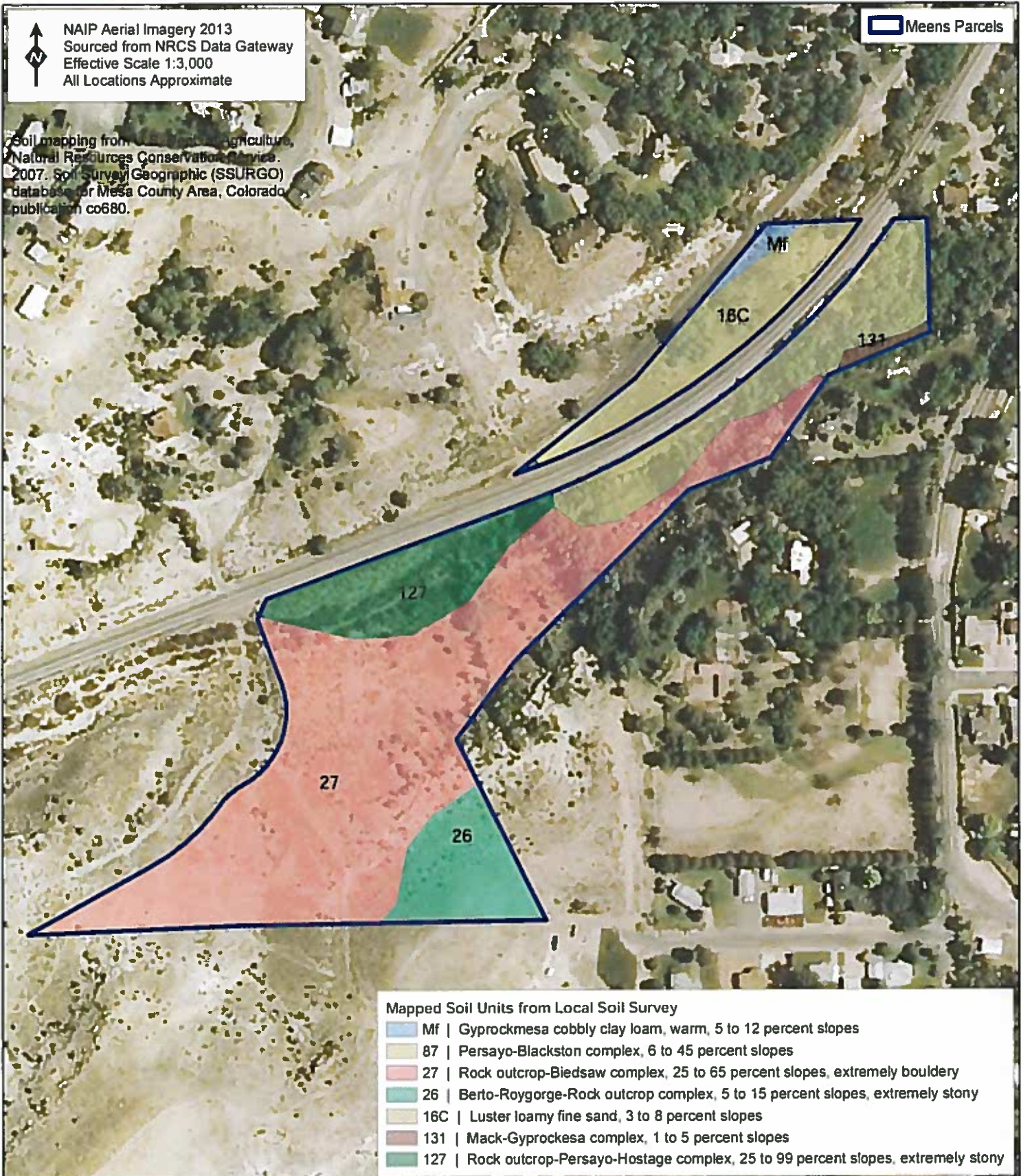
## GEOLOGIC MAP

MEENS CONSERVATION EASEMENT  
 BASELINE DOCUMENTATION REPORT  
 Mesa County, Colorado

FIGURE

5





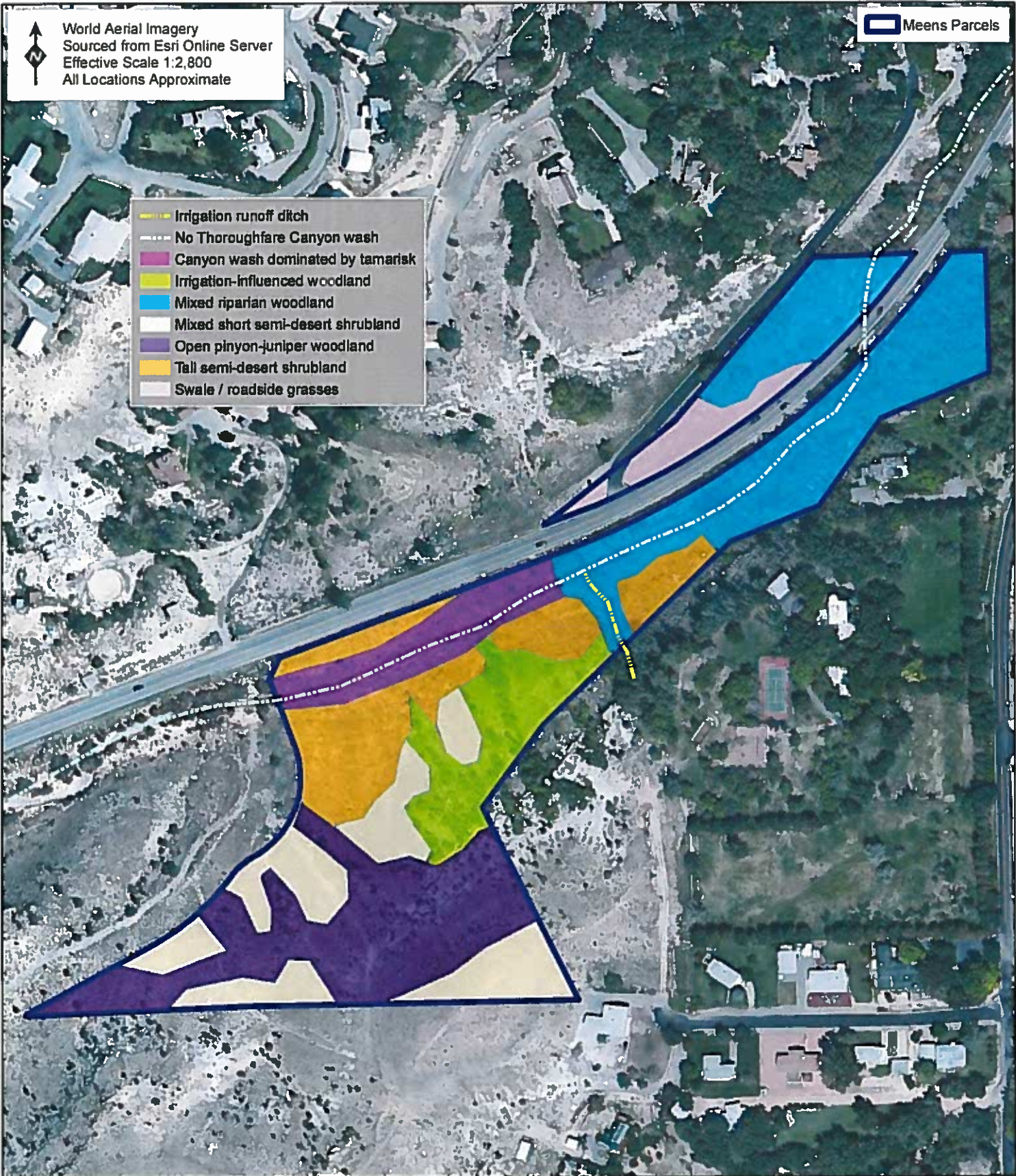
DATE: July 2014  
DRAWN BY: D. Reeder

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**SOILS MAP**  
**MEENS CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT**  
Mesa County, Colorado

**FIGURE  
6**





DATE: July 2014

DRAWN BY: D. Reeder



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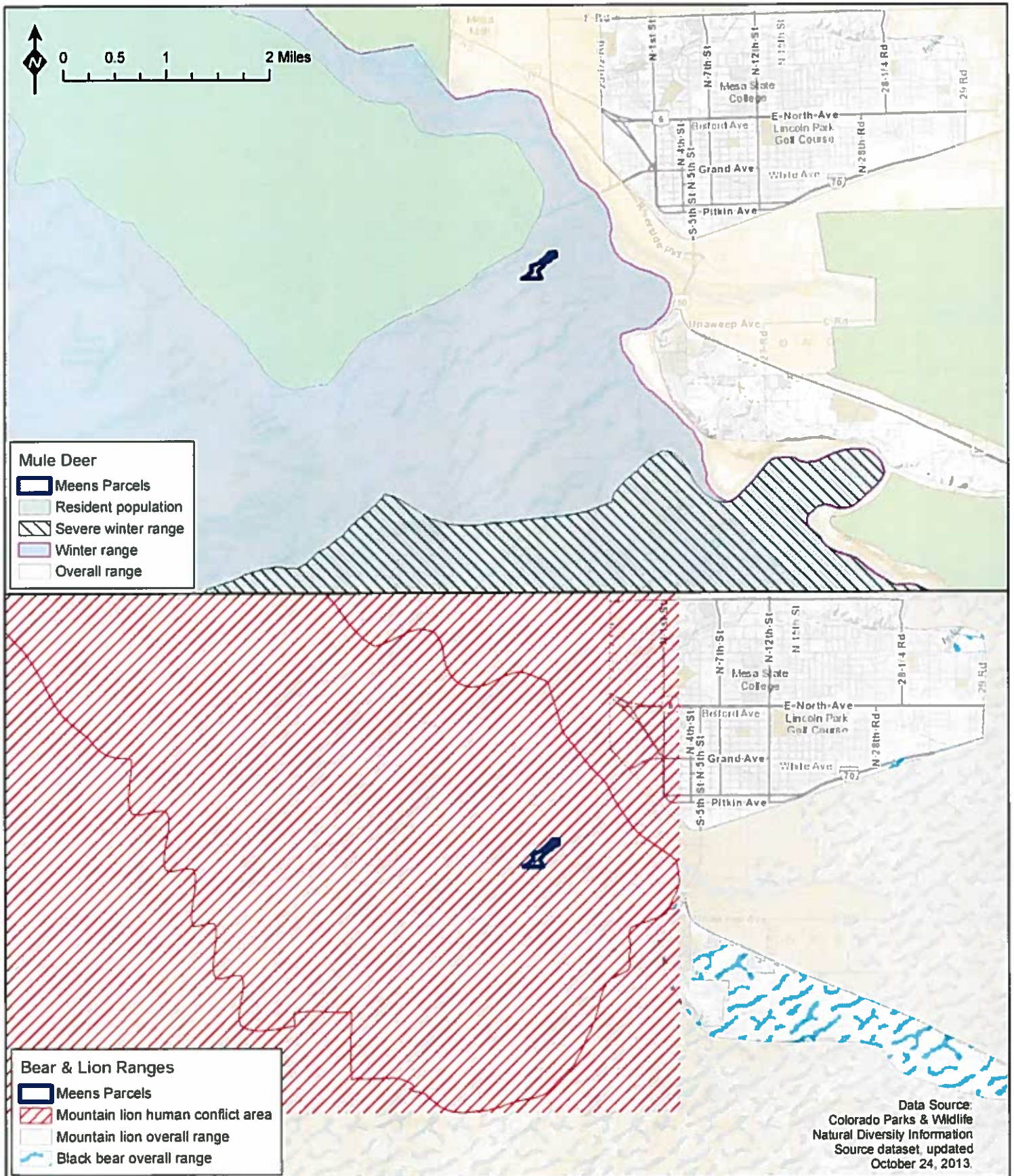
## VEGETATION

MEENS CONSERVATION EASEMENT  
BASELINE DOCUMENTATION REPORT  
Mesa County, Colorado

FIGURE

7





**Mule Deer**


- Meens Parcels
- Resident population
- Severe winter range
- Winter range
- Overall range

**Bear & Lion Ranges**

- Meens Parcels
- Mountain lion human conflict area
- Mountain lion overall range
- Black bear overall range

Data Source:  
 Colorado Parks & Wildlife  
 Natural Diversity Information  
 Source dataset, updated  
 October 24, 2013.

DATE: July 2014  
 DRAWN BY: D. Reeder

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**WILDLIFE RANGE MAPS**  
**MEENS CONSERVATION EASEMENT**  
**BASELINE DOCUMENTATION REPORT**  
 Mesa County, Colorado

**FIGURE**  
**8**



## DOCUMENTARY PHOTOGRAPHS

Keyed to Figure 3

### Photopoint (PPT) Coordinates, UTM NAD 83 Zone 12

PPT	Easting (X)	Northing (Y)	PPT	Easting (X)	Northing (Y)
1	708376.3	4326004.0	14	708303.4	4325725.4
2	708513.3	4326153.1	15	708327.9	4325744.1
3	708524.7	4326105.3	16	708358.6	4325736.5
4	708553.5	4326123.0	17	708307.2	4325796.5
5	708565.7	4326104.3	18	708302.9	4325816.2
6	708542.2	4326094.6	19	708288.5	4325803.7
7	708525.0	4326074.2	20	708267.3	4325804.2
8	708399.3	4325990.8	21	708307.2	4325857.1
9	708412.1	4325983.9	22	708360.5	4325921.5
10	708186.1	4325839.7	23	708389.9	4325923.4
11	708163.8	4325758.5	24	708350.5	4325932.5
12	708097.7	4325718.2	25	708276.9	4325912.8
13	708072.2	4325714.8	26	708246.2	4325882.0



**Photopoint 1.** Panorama looking northeast through east-by-southeast (left to right) from near the intersection of Glade Park Road and Monument Road toward that part of the property lying north of Monument Road (4/24/14).



**Photopoint 1.** Panorama (continued) looking east-by-southeast through southwest (left to right) from near the intersection of Glade Park Road and Monument Road toward that part of the property lying north of Monument Road (4/24/14).





**Photopoint 2.** Panorama looking southeast through southwest (left to right) from Glade Park Road (right) toward the north end of the property. Monument Road is in the middle distance (4/24/14).



**Photopoint 3.** Panorama looking southwest through north-by-northwest (left to right) from where No Thoroughfare Canyon wash bridge crosses Monument Road (4/24/14).





**Photopoint 3.** Panorama (continued) looking north-by-northwest through northeast (left to right) from where No Thoroughfare Canyon wash bridge crosses Monument Road (4/24/14).



**Photopoint 4.** Looking northeast from Monument Road toward structure on adjoining property to the north (4/24/14).



**Photopoint 4.** Looking southwest from Monument Road near north property boundary at wooded area in north part of the property (4/24/14).





**Photopoint 5.** Panorama looking northeast through south (left to right) in wooded area in the northeast part of the property (4/24/14).



**Photopoint 6.** Looking southwest from Monument Road bridge abutment for No Thoroughfare Canyon wash crossing (4/24/14).



**Photopoint 7.** Looking northeast in wooded area of No Thoroughfare Canyon wash in the northeast part of the property (4/24/14).





**Photopoint 7.** Looking southwest at wooded area of No Thoroughfare Canyon wash in the northeast part of the property (4/24/14).



**Photopoint 8.** Looking northeast at No Thoroughfare Canyon wash in the northcentral part of the property from Monument Road (4/24/14).



**Photopoint 8.** Looking southeast across No Thoroughfare Canyon wash in the northcentral part of the property from Monument Road (4/24/14).

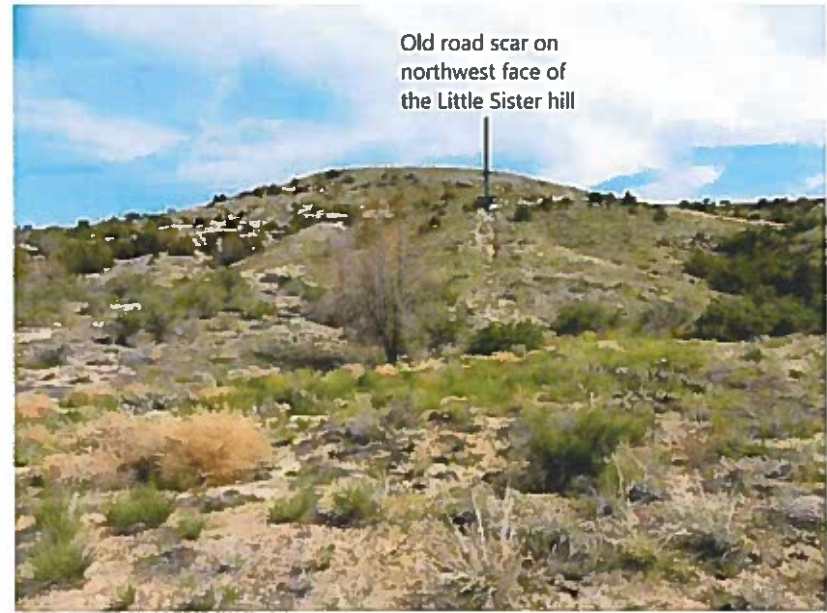


**Photopoint 8.** Looking southwest from Monument Road at No Thoroughfare Canyon wash in the northcentral part of the property (4/24/14).





**Photopoint 9.** Looking southwest at No Thoroughfare Canyon wash and side channel of irrigation water draining from land to the south (4/24/14).



**Photopoint 10.** Looking southeast toward "Little Sister" hill from the Three Sisters conservation easement adjoining to the west (4/24/14).



**Photopoint 11.** Panorama looking north-by-northeast through south-by-southwest (left to right) in the southwest part of the property from and old road scar. The hill in the center of the photo is "Little Sister" (near the southeast property corner) and the hill on the right is "Middle Sister" (on the adjoining Three Sisters conservation easement; 4/24/14).





**Photopoint 11.** Looking north-by-northwest at old road scar (typical appearance) in the southwest part of the property (4/24/14).



**Photopoint 12.** Looking east-by-northeast from near the southwest property corner at profuse bloom of *Thelypodopsis elegans* (4/24/14).



**Photopoint 13.** Panorama looking northwest through east (left to right) from near the southwest property corner at single track trail on adjoining Three Sisters conservation easement (4/24/14).





**Photopoint 14.** Panorama looking southwest through north-by-northeast (left to right) from the top of "Little Sister" hill on the property's south boundary. "Middle Sister" is visible on the left (4/24/14).



**Photopoint 14.** Panorama (continued) looking north-by-northwest through east-by-southeast (left to right) from the top of "Little Sister" hill on the property's south boundary. Downtown Grand Junction is in the middle distance (4/24/14).





**Photopoint 15.** Looking southwest at old road scar that crosses over the top of "Little Sister" hill (4/24/14).



**Photopoint 15.** Looking northeast at old road scar that crosses over the top of "Little Sister" hill and exits the property's east boundary (4/24/14).



**Photopoint 16.** Looking south toward the property's southeast corner, marked by the stake at the center of the photo (4/24/14).



**Photopoint 17.** Looking southwest from near the east property boundary at single track trail across the upper part of prominent outcrops (4/24/14).





**Photopoint 18.** Looking north-by-northeast at area where Chinese elms have become established due to historic or sporadic irrigation (4/24/14).



**Photopoint 18.** Looking south at example of over-ground irrigation pipe scattered in east-central area of the property (4/24/14).



**Photopoint 19.** Looking southwest at band of rock outcrops on the north-west facing slope of "Little Sister" (4/24/14).



**Photopoint 20.** Looking northwest at semi-desert shrubland in the west central part of the property (4/24/14).





**Photopoint 21.** Panorama looking east through southeast (left to right) at naturalized woodland developed by historic or sporadic irrigation (4/24/14).



**Photopoint 22.** Looking north-by-northwest at riparian vegetation supported by irrigation runoff ditch in northcentral part of property (4/24/14).



**Photopoint 23.** Looking north at robust sagebrush near irrigation runoff ditch in northcentral part of the property (4/24/14).





**Photopoint 24.** Panorama looking west through northeast (left to right) at standing water, coyote willow, and tamarisk where irrigation runoff meets No Thoroughfare Canyon wash (4/24/14).



**Photopoint 25.** Looking northeast in No Thoroughfare Canyon wash upstream of where irrigation runoff joins the wash (4/24/14).



**Photopoint 26.** Looking southwest at irrigation hose on low terrace above No Thoroughfare Canyon (4/24/14).

APPRAISAL REPORT  
OF THE  
MEENS PROPERTY  
LOCATED AT  
2475 MONUMENT ROAD,  
GRAND JUNCTION, COLORADO

APPRAISED FOR:  
Mesa Land Trust  
C/O Ms. Libby Collins  
1006 Main Street  
Grand Junction, CO 81501

DATE OF VALUATION  
July 15, 2014

DATE OF REPORT  
July 29, 2014

GOCO Grant No.  
#14124

APPRAISED BY  
ARNIE BUTLER & COMPANY  
R. Arnold Butler, MAI  
And  
Kori S. Satterfield  
Grand Junction, Colorado

**TIN: 84-1086139**

**ARNIE BUTLER & COMPANY**  
**REAL ESTATE APPRAISERS & CONSULTANTS**

300 Main Street, Suite 301  
Grand Junction, Colorado 81501  
Phone 970-241-2716  
Fax 970-241-5653  
TIN: 84-1086139

**R. Arnold Butler, MAI**  
**Certified General Appraiser**  
**Licensed in Colorado and Utah**  
**E-mail: [arnie@wic.net](mailto:arnie@wic.net)**

**Melinda Schminke**  
**Licensed Appraiser**  
**Kori S. Satterfield**  
**Licensed Appraiser**

July 29, 2014

Mesa Land Trust  
C/O Ms. Libby Collins  
1006 Main Street  
Grand Junction, CO 81501

GOCO Grant #14124

Ms Collins:

In response to your request to prepare an appraisal report on the Meens property located at 2475 Monument Road, Grand Junction, we have completed that assignment. The analysis was made for the purpose of estimating the Fair Market Value of the fee simple estate of the subject property, as of July 15, 2014.

All data used, logic employed and conclusions are subject to the enclosed Certification, Assumptions and Limiting Conditions. The appraisal is being completed in conformance to the prevailing guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal does not meet Treasury Regulations as a qualified appraisal for a charitable contribution.

The subject property is currently comprised of a 17.72-acre parcel under the Meens ownership. However, the property is in the process of being subdivided into three individual lots. Lot 1 is located north of Monument Road and will contain 1.26 acres, Lot 2 is located along the south side of Monument Road and will contain 11.83 acres, and Lot 3 is the southeast portion of the property and will contain approximately 4.60 acres. This appraisal will analyze and value the Lots 1 and 2. Because this subdivision has not occurred, but the analysis is based upon the subdivision, this appraisal is based upon a hypothetical condition and an extraordinary assumption that the property will be the same as the one illustrated on the plats provided.


Ms. Collins  
July 29, 2014  
Page II

Based upon our investigation and analysis of the data gathered with respect to this assignment, we have formed the opinion that the present value conclusion for the subject, as of July 15, 2014, are as follows:

**PRESENT MARKET VALUE**

Lot 1 - 1.26 ac - \$ 75,000  
Lot 2 - 11.83 ac @ \$14,500/ac - \$171,500

Very truly yours,  
ARNIE BUTLER & COMPANY

  
R. Arnold Butler, MAI  
Certified General Appraiser  
Colorado License No. CG01313160

  
Kori S. Satterfield  
Licensed Appraiser  
Colorado License No. 100031881



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ADDENDA:

- Final Contract
- Title Commitment
- Map
- Agenda for City Council Meeting
- Attachment for City Council Meeting
- City Council Minutes
- City of Grand Junction Letter
- License



NORTH BOUNDARY OF PARCEL NO. 1 - VIEW TO SOUTHWEST  
MONUMENT ROAD AND NORTH PORTION OF PARCEL NO. 2 IN BACKGROUND



VIEW TO THE NORTHEAST ALONG NORTH BOUNDARY OF PARCEL NO. 1





VIEW TO THE NORTHEAST ALONG SOUTH BOUNDARY OF PARCEL NO. 1  
AND MONUMENT ROAD



VIEW TO THE NORTHWEST FROM SOUTH BOUNDARY AND PEAK OF PARCEL NO. 2





VIEW FROM PEAK OF PARCEL 2 TO THE NORTH PORTION OF PROPERTY,  
SOUTH OF MONUMENT ROAD



NORTHWEST PORTION OF PARCEL NO. 2





NO THOROUGHFARE CANYON ARROYO THAT FLOWS THROUGH THE NORTH  
PORTION OF PARCEL 2



VIEW FROM NORTH BOUNDARY, SOUTH AND PEAK ALONG SOUTH BOUNDARY OF  
PARCEL 2



VIEW FROM MONUMENT ROAD AND GLADE PARK ROAD INTERSECTION  
(SOUTHWEST TIP OF PARCEL NO. 1) TO THE SOUTHWEST AND OVERVIEW OF  
THE NORTH BOUNDARY OF PARCEL NO. 1

**SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS**

**Location:** 2475 Monument Road. Located on both sides of Monument Road, south and east of the Monument Road and Glade Park Road intersection, approximately one-quarter mile south of Highway 340 (Broadway Ave), southwest portion of Grand Junction.

**Legal Description:** The property has a lengthy metes and bounds description. It can generally be described as:

Two Parcels located in a portion of the SE1/4NE1/4 Section 21, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado.

The full legal description will be included in the body of this report.

**Tax Schedule No.:** 2945-211-00-072

**Purpose of Appraisal:** Estimate Fair Market Value for the potential sale or bargain sale of the subject property

**Function, Client, Use and Users of Appraisal:** The function of the appraisal is to provide a credible opinion of market value of the subject property. Mesa County Land Conservancy, DBA Mesa Land Trust, and Libby Collins and Rob Bleiberg are the clients for this assignment. Mesa Land Trust and Robert and Jacqueline Meens are the intended users. They can use this appraisal for negotiations and the potential bargains sale of the fee simple purchase of the subject property.

**Ownership & History:** Robert and Jacqueline Meens have owned the subject property for more than 5 years.

**Hypothetical Condition and Extraordinary Assumption:** The subject property is currently comprised of one 17.72 acre parcel. However, the property is in the process of being divided into a three individual lots. This appraisal will analyze and value the Lots 1 and 2. Because this subdivision has not occurred or been recorded, but the analysis is based upon the subdivision, this appraisal is based upon a



hypothetical condition and an extraordinary assumption that the property will be the same as the one illustrated on the plats provided. The Hypothetical Condition and Extraordinary are defined in later portions of this report.

**Site Data:**

Two individual parcels containing a total of 13.09 acres, within two non-contiguous areas. The majority of the property is located south of Monument Road, and northeast of Random Hills Lane. There is a 1.26-acre lot located south of Glade Park Road and north of Monument Road, with the remaining 11.83 acres located south of the road.

The south parcel is located south of Monument Road and north of Random Hills Court. It is adjacent east of public land owned by Mesa Land Trust which is part of the Tabeguache Recreation Bike and Hiking Trail System.

It is comprised of dry hillsides. Although the vegetation is sparse, there is some sagebrush, cacti, native grasses and riparian vegetation along Monument Road and the north boundary.

The property is currently zoned Planned Development (PD), with a future land use designation as Residential Low (RL). The Planned Development zoning permits it to be developed into a variety of commercial and residential properties, with pre-approval and approval from the City of Grand Junction. The RL designation permits the property to be developed into 0.5 to 2 acres, a medium density development.

There are no known water rights and no irrigated areas on the subject property.

Access is provided to Lot 1 by Glade Park Road and to Lot 2 by Monument Road. Utilities are extended along Monument Road.

**Improvements:**

The property is vacant.



**Highest and Best Use:** The Highest and Best Use of the subject property is as two individual house sites, with the speculative investment potential to subdivided the larger, Lot 2, into a low to medium density subdivision. The north individual 1.26-acres will be one individual house site. Due to the topography, higher density developments may not be financially feasible.

These are legally permissible, physically possible, and maximally productive uses of the subject.

**PRESENT MARKET VALUE**

Lot 1 - 1.26 ac - \$ 75,000  
Lot 2 - 11.83 ac @ \$14,500/ac - \$171,500

**EFFECTIVE DATE OF VALUE:**.... July 15, 2014

**EFFECTIVE DATE OF REPORT:**... July 29, 2014

**EXPOSURE PERIOD:** ..... 1 year

**CERTIFICATE OF APPRAISAL**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. In compliance with the Ethics Rule of USPAP, we hereby certify that this appraiser has no current or prospective interest in the subject property or parties involved.

- We have performed services regarding the subject property within the 3 year period immediately preceding acceptance of the assignment, as an appraiser. The services were rendered in the July 2012, when a restricted use appraisal was completed, with an effective date of value of July 27, 2012. No other types of services have been provided for the subject property.

- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- The reported analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- We have made a personal inspection of the property that is the subject of this report.

- No one provided significant real property appraisal assistance to the persons signing this certification.


- As of the date of this report, R. Arnold Butler, has completed the continuing education program of the Appraisal Institute and the States of Colorado and Utah.


- As of the date of this report, Kori S. Satterfield, has completed the continuing education program of the State of Colorado.

**PRESENT MARKET VALUE**

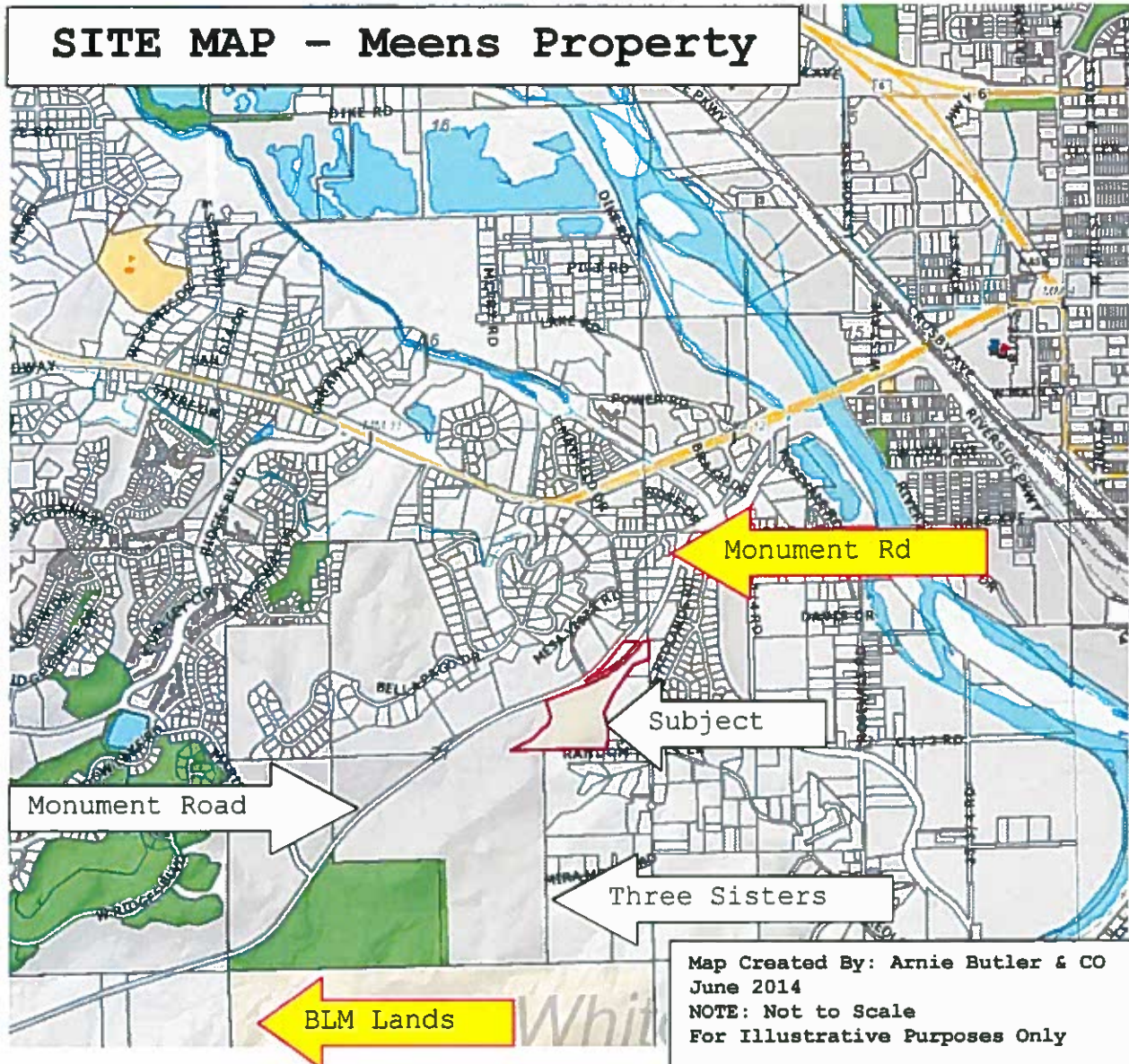
Lot 1 - 1.26 ac - \$ 75,000  
Lot 2 - 11.83 ac @ \$14,500/ac - \$171,500

The effective date of this appraisal is July 15, 2014, the date of the most recent inspection. The valuation analysis and conclusions were completed in 2013 and January through July of 2014, with the final report being completed July 29, 2014.

  
R. Arnold Butler, MAI  
Certified General Appraiser  
Colorado License No. CG01313160

  
Kori S. Satterfield  
Licensed Appraiser  
Colorado License No. 100031881





**IDENTIFICATION OF THE PROPERTY**

The Meens Property contains a total of 13.09 acres of dry, rolling adobe land. The parcel is located on both sides of Monument Road, approximately one mile southwest of the Broadway (Highway 340) and Monument Road intersection, in Mesa County.

**LEGAL DESCRIPTION**

The subject is legally described as follows:

Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:  
 Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings herein relative thereto; thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast; thence 18.93 feet Northeasterly along the arc of said curve, through a central

angle of 6°51'46" and a chord bearing North 59°29'34" East a distance of 18.91 feet; thence North 62°55'27" East tangent to said curve a distance of 241.04 feet; thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51" and a chord bearing North 50°21'01" East a distance of 181.56 feet to a point of reverse curvature; thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57" and a chord bearing North 50°30'04" East a distance of 56.39 feet to a point of reverse curvature, thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06" and a chord bearing North 22°10'30" East a distance of 205.56 feet; thence North 18°52'33" West tangent to said curve a distance of 128.01 feet; thence North 26°07'27" East a distance of 42.43 feet; thence North 19°02'10" West a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30; thence along said centerline the following two (2) courses:

1. North 70°57'50" East a distance of 157.58 feet;
2. North 64°32'50" East a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17; thence along said right-of-way the following three (3) courses:
  1. South 25°19'17" East a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;
  2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51" and a chord bearing North 53°13'18" East a distance of 292.44 feet;
  3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;thence along said North line North 89°16'43" East a distance of 304.00 feet to Mesa County survey Marker for the North Sixteenth corner on the East line of said Section 21; thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21 South 00°05'29" East a distance of 216.02 feet; thence South 68°39'23" West a distance of 207.07 feet; thence South 36°49'52" West a distance of 411.11 feet; thence South 28°24'55" West a distance of 285.27 feet; thence South 16°43'55" East a distance of 182.53 feet; thence South 03°41'40" West a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21; thence along said South line North 89°46'48" West a distance of 17.07 feet; thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19" and a chord bearing North 89°46'48" West a distance of 90.00 feet to the South line of the Southeast quarter of the Northeast Quarter of said Section 21; thence along said South line North 89°46'48" West a distance of 680.21 feet to the point of beginning.  
EXCEPTING that right-of-way described in Book 947 at Page 530.

#### PURPOSE OF APPRAISAL

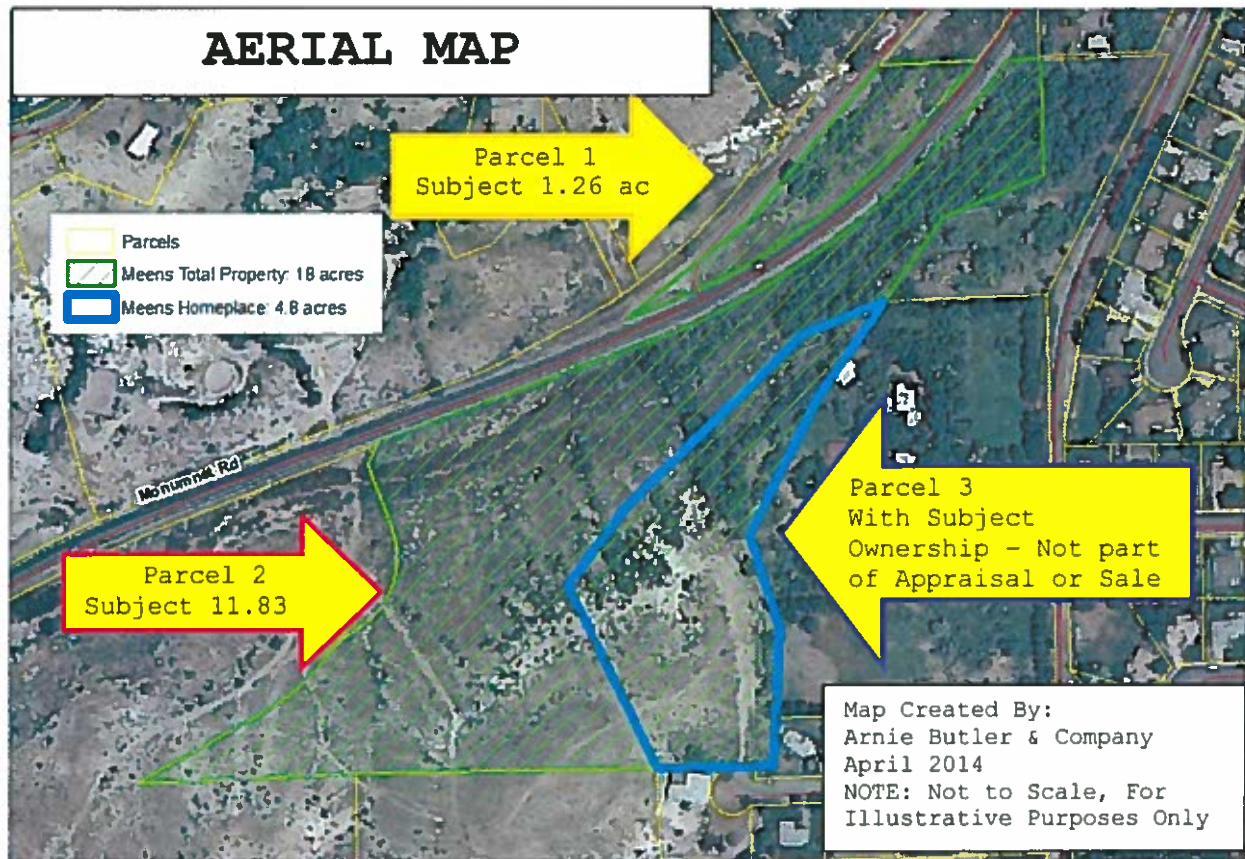
The purpose of this appraisal is to estimate the present fair market value for the subject property for the potential sale/trade of the property to Mesa Land Trust. "Market Value" is defined by as:

*"The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress." (SOURCE: The Appraisal of Real Estate. Page 23)*

In slightly different language, all of the above definitions state the same basic components for the definition of market



value. The above definitions and this appraisal are made specifically based on a market value estimate that is cash or terms equivalent to cash.



**DATE OF VALUE**

The effective date of this appraisal is July 15, 2014, the date of the most recent inspection. The valuation analysis was completed in February and March of 2014 when a restricted use appraisal was completed, and then again in June of 2014, with the final report being completed on July 29, 2014.

**CLIENT, USE AND USER OF THE APPRAISAL**

The function of the appraisal is to provide a credible opinion of the market value of the subject property. Ms. Libby Collins and Mesa Land Trust are the clients of this appraisal. Ms. Collins, Mesa Land Trust, Great Outdoors Colorado (GOCO) and Meens Family are the intended users. They may use this appraisal for the sale/purchase of the property from the Meens Family. As required by the GOCO appraisal guidelines for a Fee Title Acquisition:

For the purchase and sale of a fee title interest in the subject property, using public funds through the Great Outdoors Colorado Trust Fund.



**PROPERTY RIGHTS APPRAISED**

This appraisal assumes that the subject ownership includes all rights that may be lawfully owned and title, therefore, is held in "fee simple," however, the mineral rights have been severed from the property. The fee simple estate is appraised. The fee simple estate is defined as:

*"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat."* Source: The Dictionary of Real Estate Appraisal, Fifth Edition (Appraisal Institute)

**OWNERSHIP AND HISTORY OF THE PROPERTY**

Robert and Jacqueline Meens have owned the subject property for more than 5 years.

The property was annexed into the City of Grand Junction July 25, 2007, as recorded in Mesa County records, Reception No. 2392933.

On February 20, 2008, the entire subject property was approved for a Growth Plan Amendment and Planned Outline Development Plan. This plan proposed development of the subject and the parcel adjacent west into 99 to 137 residential sites, within six development pods. The development plan was to be finalized and approved within two years of the approval (2/20/08) or the plan would expire. The property was zoned Planned Development. After the February 2008 approval no further development was completed and thus there is no current development plan approved through the City of Grand Junction.

The following paragraphs are excerpts from the City of Grand Junction's February 20, 2008 minutes:

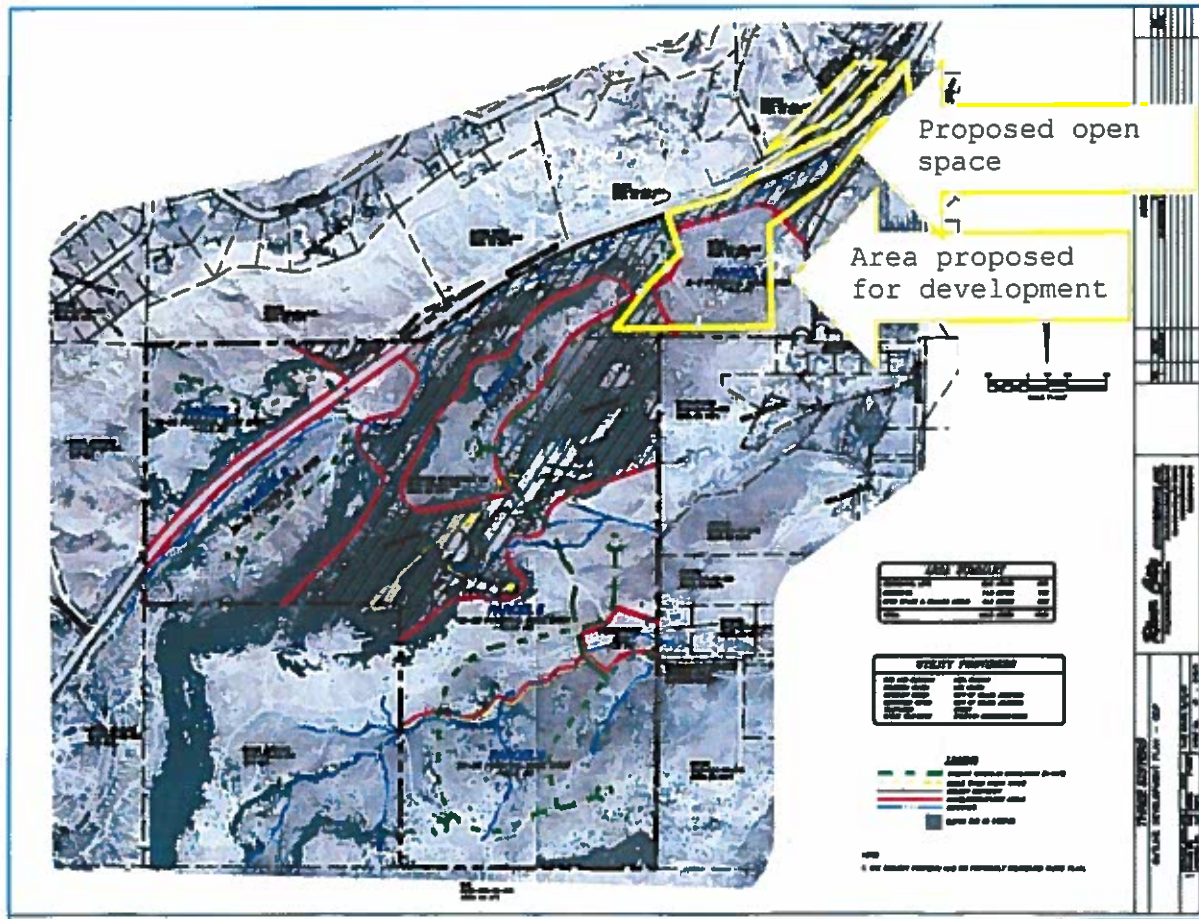
**20. Public Hearing—Growth Plan Amendment and Planned Development Outline Development Plan (ODP) for the Three Sisters Area, Located at 2431 and 2475 Monument Road [File #GPA-2007-262] [Attach 20](#)**

Request for approval of an Outline Development Plan (ODP) to develop 148.3 acres as a Planned Development for properties located at 2431 and 2475 Monument Road in the Redlands and designating the R-2, Residential – 2 units/acre Zoning District as the default zone district.

Resolution No. 25-08—A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 101.7 Acres for a Portion of Property Located at 2431 Monument Road from Conservation to Residential Low (1/2 – 2 Ac./Du.)

Ordinance No. 4187—An Ordinance Zoning Approximately 148.3 Acres to PD, Planned Development, with R-2, Residential – 2 Units/Acre as the Default Zone District for the Three Sisters Planned Development Located at 2431 and 2475 Monument Road

The following map was included as an addendum to the application for development. The subject property is outlined in yellow.



The property is currently in the planning process, subdividing the non-contiguous property into three individual parcels. The subdivision, will not limit the development of the potential of the individual parcels after the subdivision. Lots 2 and 3 can continue to be developed into smaller house sites. Lot 1, after the subdivision, will be one house site, due to size and location. This potential subdivision has been approved by the City of Grand Junction, but the plat illustrating the parcels has not been recorded within Mesa County Records.

The property is currently under contract to sell to Mesa Land Trust. This is negotiated deal that required some negotiations for the sales price. The purchase price has been negotiated to \$205,800, which is below the established market value. This transaction is considered a bargain sale. The final signed contract is located in the addendum of this report, however an excerpt about Purchase price is copied from the deed and pasted below:

**PURCHASE PRICE; ADJUSTMENTS; APPRAISALS.** The Purchase Price for the Property shall be (a) two hundred five thousand, eight hundred and No/100s dollars, (\$205,800) (the "Purchase Price"), subject to the Purchaser's appraisal contingency described in Paragraph 3.1. At Closing, Purchaser shall pay the Purchase Price to the Seller in certified funds, or by wire transfer of federal or other immediately available funds.

- 3.1. Appraisal. The estimated fair market value of the Property shall be determined by an appraisal ("Appraised Value") to be completed prior to the end of the Inspection Period described herein (the "Property Appraisal"), which Property Appraisal must be approved by the Purchaser in its discretion. The Purchaser's obligation to purchase the Property is contingent upon the Property Appraisal determining that the Appraised Value of the Property is at least equal to the Purchase Price. At the time of Closing Seller shall reimburse to Purchaser the costs of the Property Appraisal; if Closing does not occur then the Purchaser shall be responsible for payment of cost of the Property Appraisal.
- 3.2. Bargain Sale if Appraised Value Exceeds Purchase Price. If the Appraised Value of the Property is greater than \$205,800, then Seller agrees that the Purchase Price shall be the bargain sale price of \$205,800. In such event, Purchaser acknowledges that it is Seller's intention to effectuate a "bargain sale" of the Property, i.e., a sale to a charitable organization at a price below fair market value wherein the difference is considered a charitable contribution under applicable sections of the Internal Revenue Code. Seller acknowledges that the substantiation of a charitable contribution deduction rests exclusively with Seller except for Purchaser's execution of an accurately, properly and fully prepared Internal Revenue Service Form 8283 which has been signed by Seller and Seller's appraiser, which contains a complete description of the property donated and the value of such donated property and which recites any consideration, goods or services which were received by Seller, including any quid pro quo, from any person or entity for or as a result the sale of the Property.

The contract was signed November 12, 2013 by Robert and Jacqueline Meens and Rob Blieberg, Executive Director of Mesa Land Trust.

Other than the items stated above, the subject property has not been listed for sale, under contract or sold within the past five years. The property has historically been used for recreational purposes.

**TAX AND ASSESSMENT INFORMATION**

The subject is currently filed under one tax schedule number (the county has not updated the tax parcel numbers to match with the individual sites) by the Mesa County Assessor's Office. Although some acreage is not included in the transfer, the current assessed values and total taxes should be similar to the values



below. "Actual" value, Assessed Value and Overall Taxes are illustrated below:

Parcel No.	Actual Value	Assessed Value	Mill Levy	Taxes
2945-211-00-072	\$148,900	\$11,850	0.062259	\$737.77

The entire property is valued as vacant land and is assessed at 29% of the estimated land value. This is based on the current use of the property and not the actual Highest and Best Use. The estimated 2014 mill levy is based on the actual 2013 rate, thus the overall tax for the subject property is \$737.77.

**SOIL CONDITIONS - HAZARDOUS WASTE**

The appraisers are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, petroleum, contaminants, or other potentially hazardous materials may affect the value of the property. A soils report has not been provided. The property consists of dry adobe land that has minimal vegetation. There could be, and appears to have been some in the past, minor sloughing. Development of these areas could require additional engineering during development. This observation is based on the appraiser's inspection and not a professional engineer's opinion or analysis. No responsibility is assumed for any such conditions, or for any expertise, or engineering knowledge to discover them. A soils report is recommended by a qualified soils engineer.

Several residential subdivisions have been constructed on similar lands within the area and adjacent to the subject.

**FLOOD HAZARD**

According to the Mesa County GIS Flood Plain Mapping and FEMA map FIRM Panel Index 08077C0812F Zone X, the subject is located within, areas determined to be outside the 500-year floodplain. However, the No Thoroughfare Canyon and arroyo extends through the subject property. These areas may be prone to seasonal or temporary flooding.

**MINERAL RIGHTS**

The mineral rights have been severed from the subject. Analysis of the comparable sales indicates that severed mineral rights are typical for properties within the subject neighborhood. There does not appear to be any current or historic mineral development with the subject neighborhood. No attempt is made to value the mineral rights separately from the land, which would require analyses by mineral engineers and legal experts. This type of analyses is beyond the scope of this appraisal.

**CURRENT EASEMENTS AND RESTRICTIONS**

Most of the easements currently encumbering the property are in connection to road easements and utilities. These encumbrances are similar to the other comparable properties. Based on the inspection of the property, these easements have minimal effect on the subject. The title report stating all the encumbrances, easements and restrictions is within the addendum of this report.

**SCOPE OF WORK**

This appraisal and report conform to the appraisal guidelines of:

- o Uniform Standards of Professional Appraisal Practice (USPAP)
- o Code of Professional Ethics and Standards of Professional Practices of the Appraisal Instituted
- o Treasury Regulations for charitable donations
- o And Great Outdoors Colorado

The Cost, Sales Comparison and Income Approaches were considered in the appraisal of the subject parcels. This appraisal consists of valuing the land, based on its Highest and Best Use. There are no improvements on the property; therefore, the Cost Approach is not used. The Income Approach was not incorporated into a value indication because this type of property is not normally sold based on its potential income production. Thus, the Sales Comparison Approach was deemed the most appropriate method for valuing the subject. This process involved researching and confirming the sales and listings of properties similar to the subject.

The market data used in the analysis of the subject includes the examination and analysis of the local economy and conditions of the real estate market within the subject neighborhood. The Highest and Best Use analysis of the subject property included various components, including a local and neighborhood market analysis, supply and demand and sale prices of comparable properties.

The information that was acquired for the use in the market data and the Highest and Best Use analysis was obtained from county records, other appraisers, real estate brokers, local land trusts and available public data.

This appraisal is specifically subject to the Certification, Assumptions and Limiting Conditions provided within this report. If there are any other unusual assumptions or conditions, they will be noted throughout the report.

**HYPOTHETICAL CONDITION & EXTRAORDINARY ASSUMPTION**

The subject property is currently comprised of a 17.72 acre parcel. However, the property is in the process of being divided into a three individual lots. Lot 1 is located north of Monument Road and will contain 1.26 acres, Lot 2 is located along the south side of Monument Road and will contain 11.83 acres, and Lot 3 is the southeast portion of the property and will contain approximately 4.60 acres. This appraisal will analyze and value the Lots 1 and 2. Because this subdivision has not occurred or been recorded, but the analysis is based upon the approved subdivision, this appraisal is based upon a hypothetical

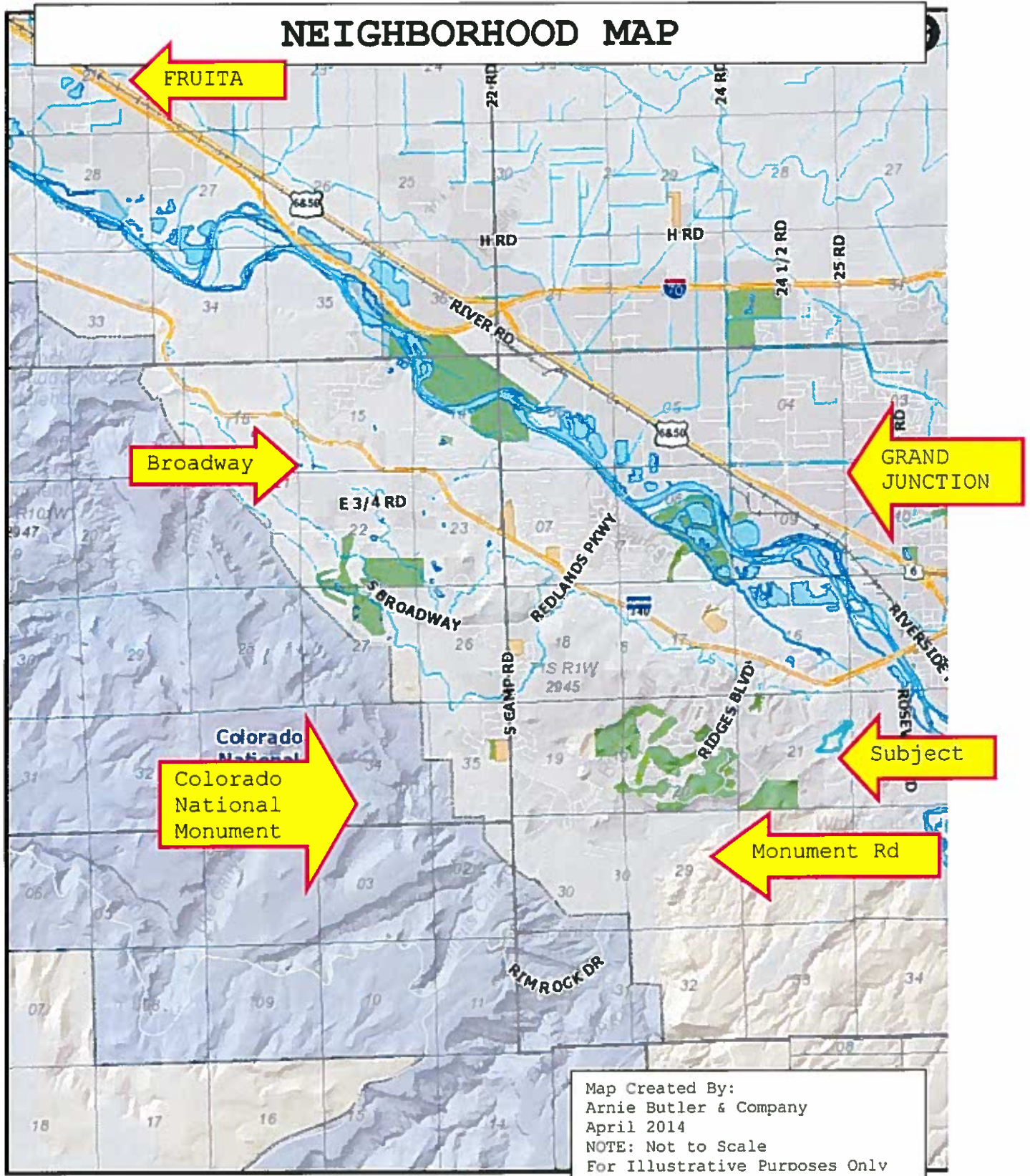


condition and an extraordinary assumption that the property will be the same as the one illustrated on the plats provided. Hypothetical Conditions are defined as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Uniform Standards of Professional Appraisal Practice. Appraisal Standards Board, The Appraisal Foundation. 2014-2015, Page U-3, Lines 81-83.

An extraordinary assumption is defined as:

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Uniform Standards of Professional Appraisal Practice 2014-2015. Appraisal Standards Board, The Appraisal Foundation. Page U-3 Page U-3; Lines 73-75.



**NEIGHBORHOOD ANALYSIS**

The subject property is located along Monument Road, southwest of downtown Grand Junction. It is surrounded by residential development and recreational parcels. The subject is within the

Redlands neighborhood located west of downtown Grand Junction, and east of the Colorado National Monument.

The subject neighborhood is bound by the Colorado River to the east, public land managed by the Bureau of Land Management to the south and the Colorado National Monument to the west. The neighborhood extends from northwest to southeast approximately eight miles and is approximately three miles wide. Generally, the neighborhood is comprised of all the land located south of the Colorado River, between Fruita and Grand Junction.

Access to and through the neighborhood is provided by Monument Road and Broadway (Highway 340). Broadway extends from downtown Grand Junction, west-northwest, through the neighborhood east of the Colorado National Monument to the town of Fruita. Monument Road intersects Broadway approximately one-quarter mile west of downtown Grand Junction, then along the east boundary of the National Monument and reconnects with Broadway approximately one mile south of Fruita. Both Broadway and Monument Roads are two lane paved roads that are maintained by the City and County year round. These two roads are the main thoroughfares through the neighborhood. Smaller county and neighborhood roads extend from both Monument Road and Broadway. Rimrock Drive, the road that extends through the Colorado National Monument, extends north from Monument Road and intersects with Broadway, approximately three miles south of Fruita.

The Redlands neighborhood is primarily a satellite residential area to the City of Grand Junction. This area maintains a large amount of open space for recreational purposes. Subdivision development ranges from small house sites to larger executive residential parcels, with several parcels taking advantage of their adjacency to public lands and recreational opportunities.

Economic trends within the neighborhood were progressing at a rapid rate from 2005 through June of 2008. Although the national economy declined July of 2007, the local economy continued to progress due to the energy industry and the demand for commercial and residential development. In 2008, the effects of the national economy and the exodus of the oil and gas industries in the surrounding areas changed the economic outlook and real estate trends for the entire area. There were very few sales, long marketing times, and a high number of foreclosures in 2009.

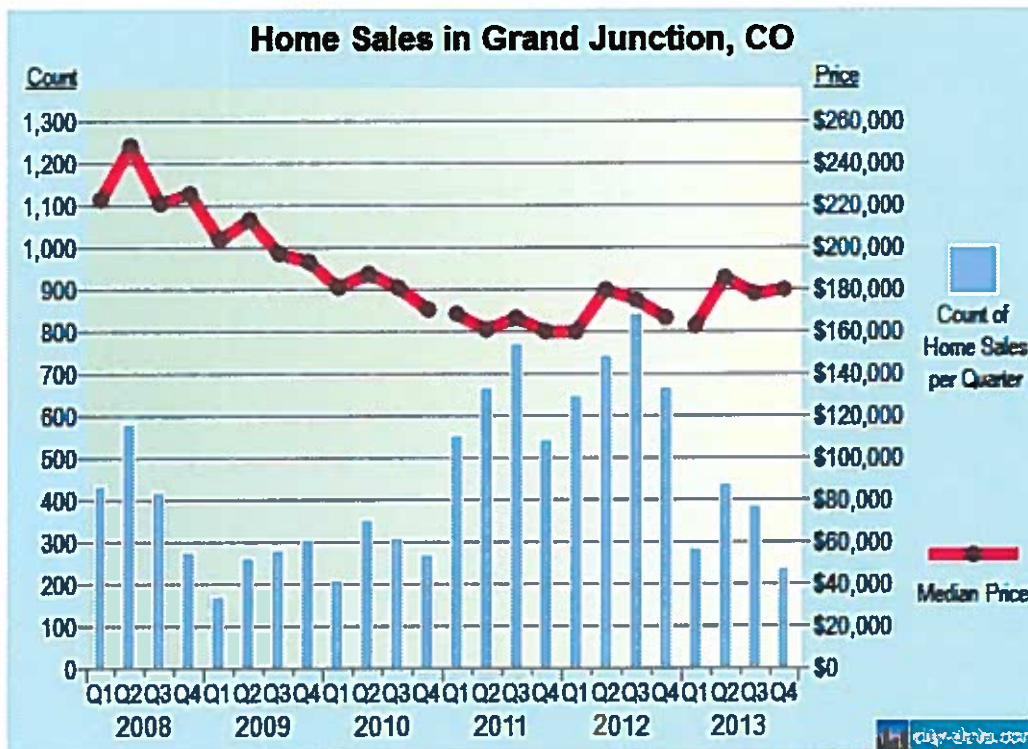
In 2010 the volume of sales increased; however, the sales prices were well below the previously experienced high prices, illustrating a descending trend. Primarily residential development has occurred from Monument Road, located in the southern portion of the neighborhood, to the Colorado River which caps the north end. Residential development ranges from older



low-end single family developments to newer, high end subdivisions. Due to the local economy there are no new developments taking place at this time.

Because of the topography, the developments are scattered throughout the Redlands area, many of the developments back to open space or undevelopable land. Overall, the private land within the neighborhood is approximately fifty-percent built-out.

The trends for residential sales are illustrated in the sales chart below. This chart represents the home sales located within Grand Junction, although the subject neighborhood includes land in and outside the Grand Junction City limits. This chart illustrates the overall market within area, and the following chart illustrates the market within the subject neighborhood and surrounding comparable neighborhoods (west Grand Junction, Redlands, and Fruita).



City-data.com - April 2014

The chart above exhibits the overall market for the subject neighborhood and City of Grand Junction over the past five years

The chart illustrates that the median price for house sites in Grand Junction peaked in the second quarter of 2008. Since that time, the annual average price declined with the lowest average sales price in 2011. The average price increased slightly in 2012, and continued to increase in 2013, however the prices paid

are well below the prices experienced in 2008 at the peak of the market.

The highest median price for home sales was in the second quarter of 2008, however the number of transactions was below 600 transactions. The number of transaction remained under 600 sales until the second quarter of 2011. The fewest number of transactions occurred in the first quarter of 2009, and since there has been an annual increase in the number of transactions through 2012. Then the number of sales significantly decreased in the 2013 again.

Additional market information was provided by the local MLS service. This analysis included all residential vacant lot sales within the Redlands neighborhood that sold through the MLS. These sales represent the demand within the neighborhood and surrounding comparable neighborhoods. There have been 50 transactions, with the average length on the market 188 days and average sales price \$126,793. This is illustrated below:

Year of Analysis	# of Sales	Avg Sales Price	DOM
2010	No documented sales	\$	+++
2011	11	\$112,355	264
2012	14	\$116,536	204
2013	16	\$146,500	148
2014 (Thru 6/1/14)	9 thru 6/1/14, 18 Projected thru year	\$125,361	142

The chart above indicates that there were no documented sales that transpired through the MLS within the Redlands neighborhood in 2010. Then in 2011 there were 11 transaction, with an average sales price of \$112,355 and an Average DOM of 264 days. The number of transaction increased in 2012 and 2013, and is projected to be approximately 18 sales in 2014. Along with the number of sales increasing during this time period, the average sales price also increased, until 2014 where there appears that the average price has decreased by nearly \$20,000 per transaction. Additionally, the average Days On the Market in 2011 was 264 and since that time the average listing time has decreased annually, with the average in 2014 of 142 days. With both increasing average sales prices and fewer days on the market, this indicates that the market is beginning to improve within the subject neighborhood.

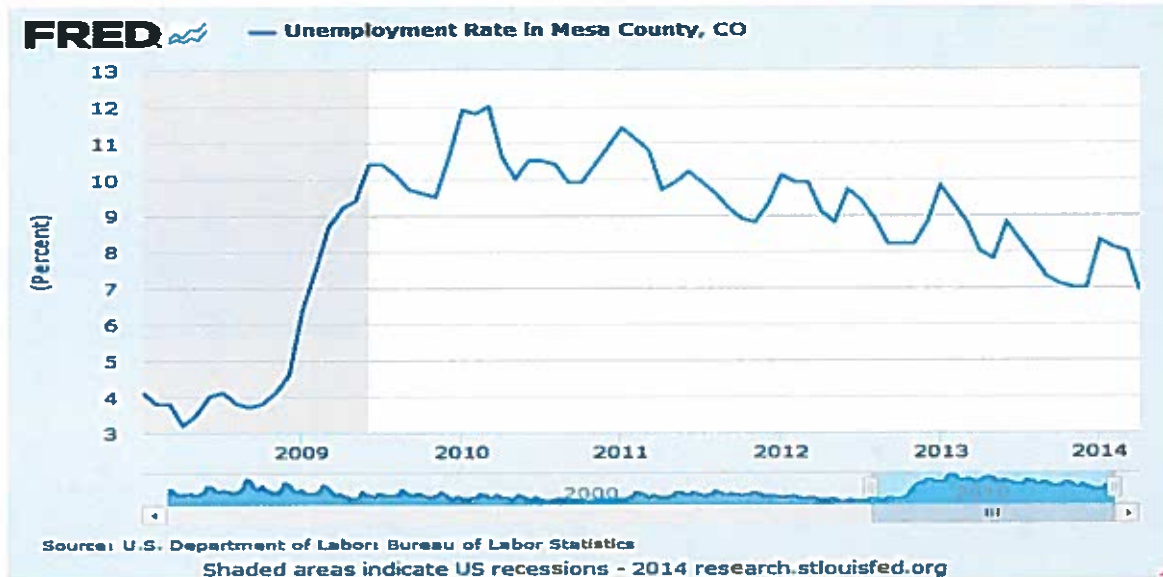
The improvement in the housing market is affected by the decrease in the unemployment rates. The chart below illustrates the unemployment rate over the past 12 years within Mesa County.

Click and drag in the plot area or select dates: 1yr | 5yr | 10yr | Max

2008-01-01

to

2014-04-01



The lowest unemployment levels within Mesa County occurred prior to 2010, with an average level of approximately 4%. Then in 2010, the rate jumped significantly, increasing on average above 9%. The unemployment rate remained above 9% through 2011, and some quarter of 2012. The average annual unemployment rate was at its highest in 2010, with a slight decrease in 2011. Since 2011, it has steadily been declining, with the first quarter of 2014 indicates an average of approximately 7.5%. This is still significantly higher than experienced in 2009 and before, but is below the peak in 2010. And based upon the data, it appears to be continuing to decline overall.

In summary, the subject neighborhood and the City of Grand Junction were in a progressive market with low unemployment levels and rising house prices through the second quarter of 2008. In 2009 and 2010 the housing market continued to decline and the unemployment levels increased significantly. Starting in 2011 and continuing into 2012, the real estate market and the unemployment levels stabilized, and the overall economy started to improve.

Several physical features within the subject neighborhood have made the area popular for recreationalists and developers. The Colorado National Monument comprises the west boundary of the neighborhood. This historic and scenic area provides for numerous recreational and educational opportunities. Activities include hiking, road and mountain biking, rock climbing, camping, and photography of wildlife and scenery. There are also historic Native American sites, with artifacts and petroglyphs located throughout the Monument. This area is highly visited by both tourists, schools, and the local outdoor community.



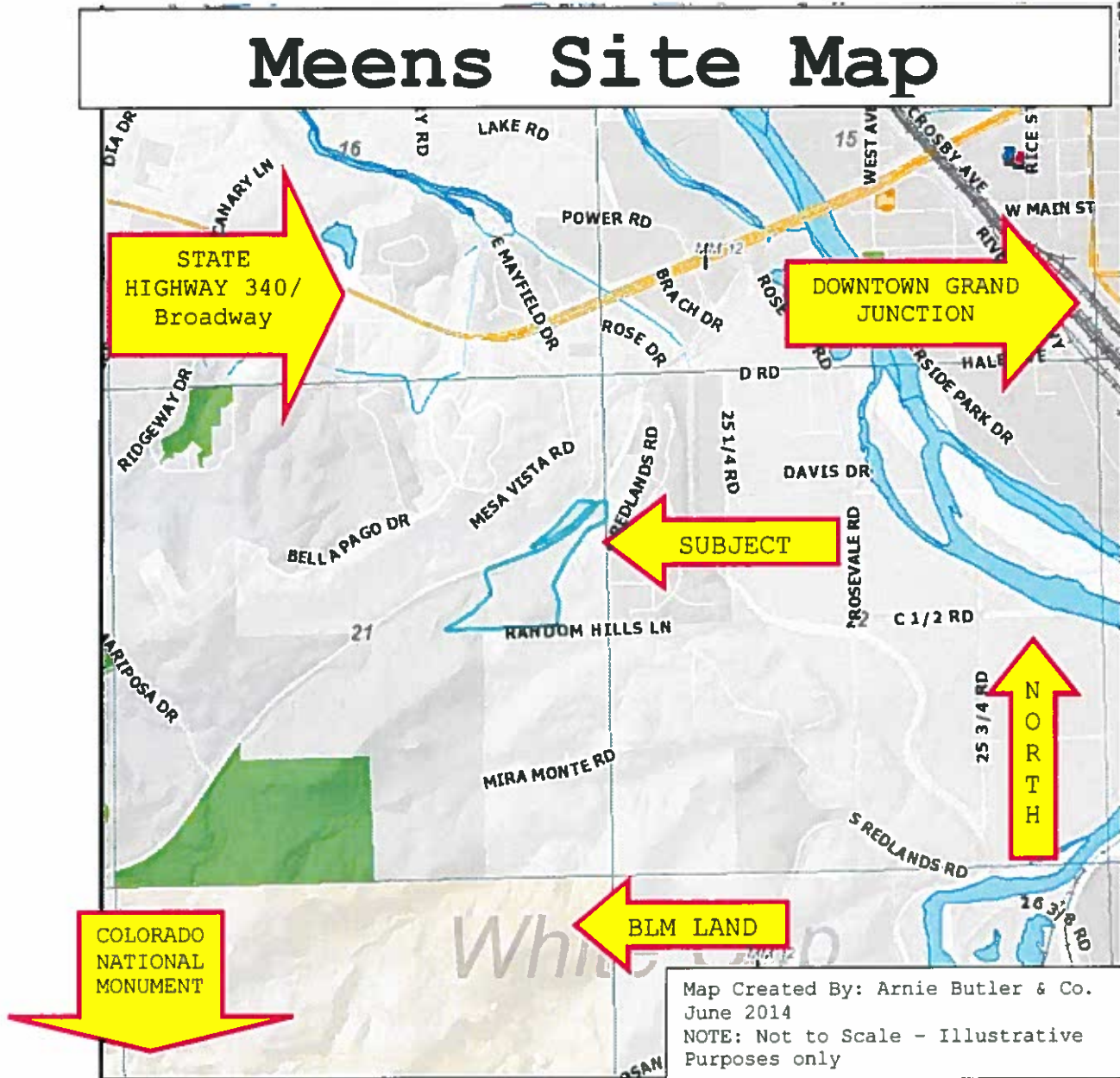
Adjacent west of the subject, is a parcel owned by the City of Grand Junction. This parcel is known as the "Lunch Loop" and it provides various hiking and mountain bike trails. These trails extend southwest and into public lands managed by the BLM, in an area known as Bangs Canyon RMA. The trails range from gentle family hiking trails to expert mountain bike trails that require advanced skill.

As described above, the subject neighborhood has had development trends similar to Grand Junction and western Colorado. However, due to the unique recreational opportunities within the subject neighborhood and the previous successful high-end developments, including Redlands Mesa Golf Course and executive homes, it is anticipated that as the market improves the demand within the subject neighborhood will increase. The developments within the neighborhood will remain consistent with the previous high-end subdivision trends.

Furthermore, due to the large percentage of public lands, and previous development within the subject neighborhood, the amount of available developable land is minimal with the neighborhood appearing to be approximately 50% built-out. Thus, with an increase in demand and the lack of available large developable tracts limiting supply, as the economic trends improve the subject neighborhood will experience positive development trends.

In conclusion, the subject property is located in a unique residential and recreational neighborhood located just west of downtown Grand Junction and southeast of Fruita that was previously in high demand. Due to the high percentage of recreational land and close proximity to the City of Grand Junction, it is anticipated that this area will be in demand for residential development, although not at levels experienced before 2008. However, as supply is reduced and demand increases, this neighborhood is showing signs of improvements as more properties sell, while being listed for shorter lengths of time, and an increase in average sales price.

# Meens Site Map



## PROPERTY DESCRIPTION

### Location and Access

The subject has a street address of 2475 Monument Road. This places the property one-half mile southwest of the Monument Road and Broadway Avenue intersection, approximately 2 miles west of Downtown Grand Junction and 2 miles northeast of the Colorado National Monument, in Grand Junction.

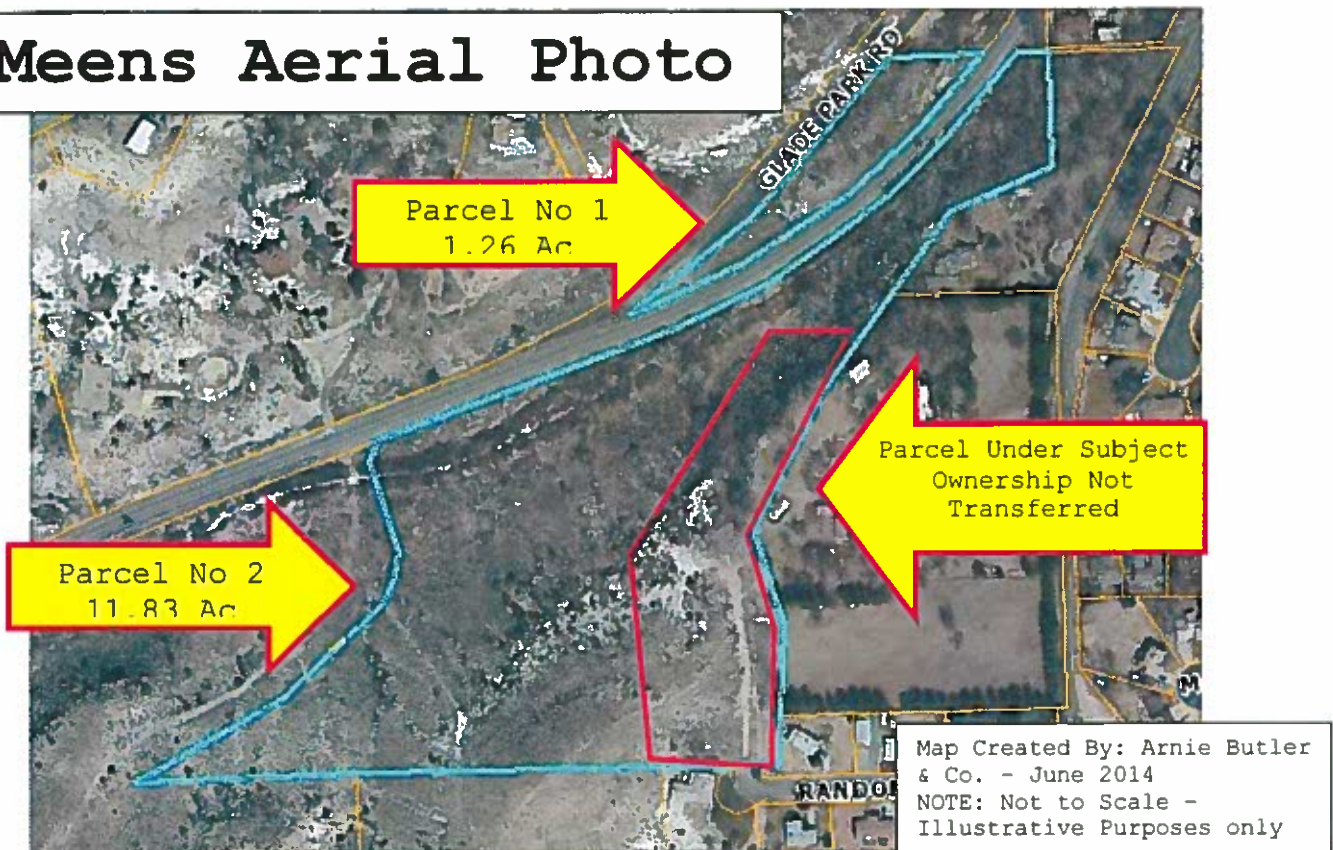
Monument Road extends from Broadway Avenue southwest to public lands managed by the Colorado National Monument, where it becomes Rim Rock Drive, looping northwesterly through the Colorado National Monument and intersecting with Broadway again approximately two miles south of the City of Fruita. It is a two-lane paved road that is maintained by the City of Grand

Junction and Mesa County. Broadway Avenue, also known as Highway 340, extends west-northwest from the I-70 business loop, through the Redlands neighborhood and then intersects with Interstate No. 70 at Fruita.

Parcel No. 1 is located in the north portion of the subject larger parcel and is located north of Monument Road and south of Glade Park Road. Although the entire south boundary abuts Monument Road, it has legal and physical access from Glade Park Road.

Parcel No. 2 is south of Monument Road and northwest of Random Hills Subdivision. It has legal and physical access provided by Monument Road. The arroyo that extends along the north boundary of the property, and then flows under Monument Road, limits the access from the north portion the south area of the subject. The northeast portion of the subject has limited vehicle access due to the drainage, however the northwest access through the arroyo is less steep and easily passable when the water is not flowing.

## Meens Aerial Photo

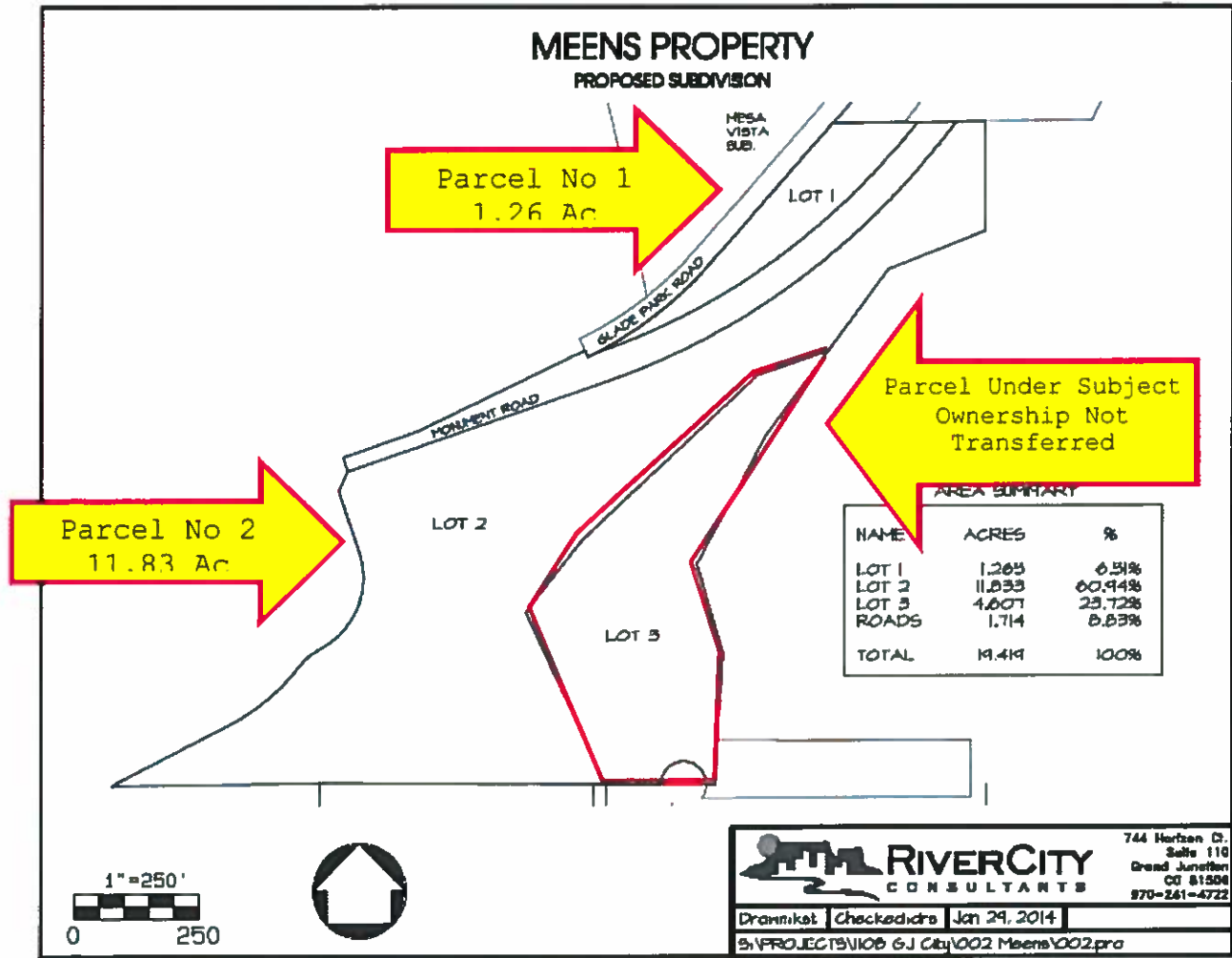


Additionally, the subject ownership has access via Random Hills Lane, it is specifically assumed that if the Parcel No. 2 were to be developed by the Meens, or sold to a non-related party that legal access via Random Hills Lane through the Meens adjacent land (Parcel No. 3) would be provided. Access along Monument



Road to Parcel No. 2 is legal, however additional improvements would be required over the drainage.

There are no roads on the property, and a few hiking/biking trails. Access to portions of the property is circuitous due to the steep topography, but overall there is good access to the majority of the property.



The parcel is adjacent west of public lands managed by the City of Grand Junction. These parcels are used for recreational purposes and include public trails for mountain biking, hiking and trail running.

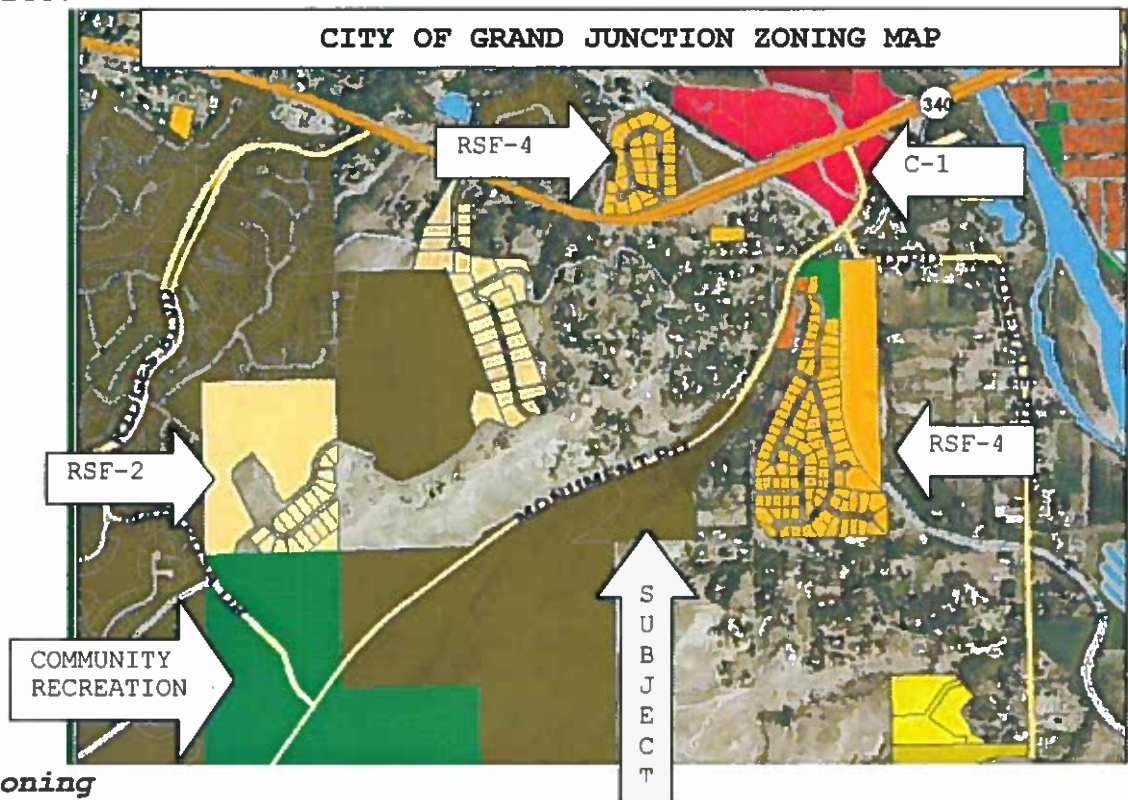
Overall, the subject property is located in-line with residential development and adjacent to public recreational land. The access and location of the property is appropriate for a mixture of residential development and recreational uses.

**Size and Shape**

The subject ownership contains 13.09 acres and is irregular in shape. Monument Road extends northeast/southwest through the subject ownership, dividing Parcel No. 1 from Parcel No. 2. The majority of the subject ownership is located on the south side of Monument Road. The individual parcels are further described below:

Parcel No. 1 contains 1.26 acres and is triangular shaped. It is located north of Monument Road and south of Glade Park Road. The south boundary abuts Monument Road and the entire north boundary fronts Glade Park Road. The east boundary abuts a private ownership that has been improved with a single family residence.

Parcel No. 2 contains 11.83 acres and fronts Monument Road for approximately one-quarter mile. The south boundary abuts private ownership and extends west to east approximately 1,092.09 feet. The west boundary abuts the Three Sisters Recreation area. The east boundary abuts the Parcel No. 3, the Meens' remaining house site.



**Zoning**

The subject is currently zoned RSF-4 by the City Grand Junction. City of Grand Junction Land Development Code states the following:

**21.05.010 Purpose.**

The planned development (PD) zone applies to mixed use or unique single-use projects where design flexibility is desired and is not available through application of the standards established in Chapter [21.03](#) GJMC. Planned development zoning should be used when

long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved. The Director shall determine whether substantial community benefits will be derived. Specific benefits that the Director may find that would support a PD zoning include, but are not limited to:

- (a) More effective infrastructure;
- (b) Reduced traffic demands;
- (c) A greater quality and quantity of public and/or private open space;
- (d) Other recreational amenities;
- (e) Needed housing types and/or mix;
- (f) Innovative designs;
- (g) Protection and/or preservation of natural resources, habitat areas and natural features; and/or
- (h) Public art.(Ord. 4419, 4-5-10)

21.05.020 Default standards.

The use, bulk, development, improvement and other standards for each planned development shall be derived from the underlying zoning, as defined in Chapter [21.03](#) GJMC. In a planned development context, those standards shall be referred to as default standards or default zone. The Director shall determine whether the character of the proposed planned development is consistent with the default zone upon which the planned development is based. Deviations from any of the default standards may be approved only as provided in this chapter and shall be explicitly stated in the zoning/rezoning ordinance. The planned development ordinance shall contain a provision that if the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards.(Ord. 4419, 4-5-10)

21.05.030 Establishment of uses.

(a) **Uses Allowed.** At the time of zoning a parcel to PD, the City Council shall determine the allowed uses. Only uses consistent in type and density with the Comprehensive Plan may be allowed within a PD. The type and density of allowed uses should generally be limited to uses allowed in the default zoning.

(b) **Adoption and Modification of Authorized Uses.** The City Council, at the time of establishing a PD zone, shall list uses that are authorized by right or by conditional use permit. All uses, whether by right or conditional use permit, shall be subject to all applicable permit and approval processes established in this code. The rezoning process shall be used to modify the authorized use list for any planned development. (Ord. 4419, 4-5-10)

21.05.040 Development standards.

(a) **Generally.** Planned development shall minimally comply with the development standards of the default zone and all other applicable code provisions, except when the City Council specifically finds that a standard or standards should not be applied. Planned development shall comply with GJMC [21.02.150](#).

(b) **Residential Density.** Dwelling unit densities in planned development shall comply with the maximum and minimum densities of the Comprehensive Plan or default zone.

(c) **Nonresidential Intensity.** A maximum floor area shall be established at the time of planned development approval. In determining the maximum floor area, the Planning Commission and City Council shall consider:

- (1) The intensity of adjacent development;
  - (2) The demand for and/or mix of residential and nonresidential development in the proposed PD and in the vicinity of the proposed PD;
  - (3) The availability of transportation facilities, including streets, parking, transit facilities and bicycle/pedestrian facilities;
  - (4) The adequacy of utilities and public services.
- (d) **Mixed Use Intensity.**



(1) In mixed use developments in areas designated for residential development in the Comprehensive Plan, no more than 10 percent of the land area may be dedicated to nonresidential uses.

(2) The maximum residential densities within mixed use developments designated for nonresidential development in the Comprehensive Plan shall not exceed 24 dwelling units per acre. In such developments, residential uses shall not constitute more than 75 percent of total floor area.

(e) **Minimum District Size.** A minimum of five acres is recommended for a planned development unless the Planning Commission recommends and the City Council finds that a smaller site is appropriate for the development or redevelopment as a PD. In approving a planned development smaller than five acres, the Planning Commission and City Council shall find that the proposed development:

(1) Is adequately buffered from adjacent residential property;

(2) Mitigates adverse impacts on adjacent properties; and

(3) Is consistent with the goals and policies of the Comprehensive Plan.

(f) **Development Standards.** Planned development shall meet the development standards of the default zone or the following, whichever is more restrictive. Exceptions may be allowed only in accordance with this section.

(1) **Setback Standards.** Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that:

(i) Buildings can be safely designed and that the design is compatible with lesser setbacks. Compatibility shall be evaluated under the International Fire Code and any other applicable life, health or safety codes;

(ii) Reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space;

(iii) Reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural features.

(2) **Open Space.** All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

(3) **Fencing/Screening.** Fencing shall comply with GJMC [21.04.040\(i\)](#).

(4) **Landscaping.** Landscaping shall meet or exceed the requirements of GJMC [21.06.040](#).

(5) **Parking.** Off-street parking shall be provided in accordance with GJMC [21.06.050](#).

(6) **Street Development Standards.** Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title [24](#)) and applicable portions of GJMC [21.06.060](#).

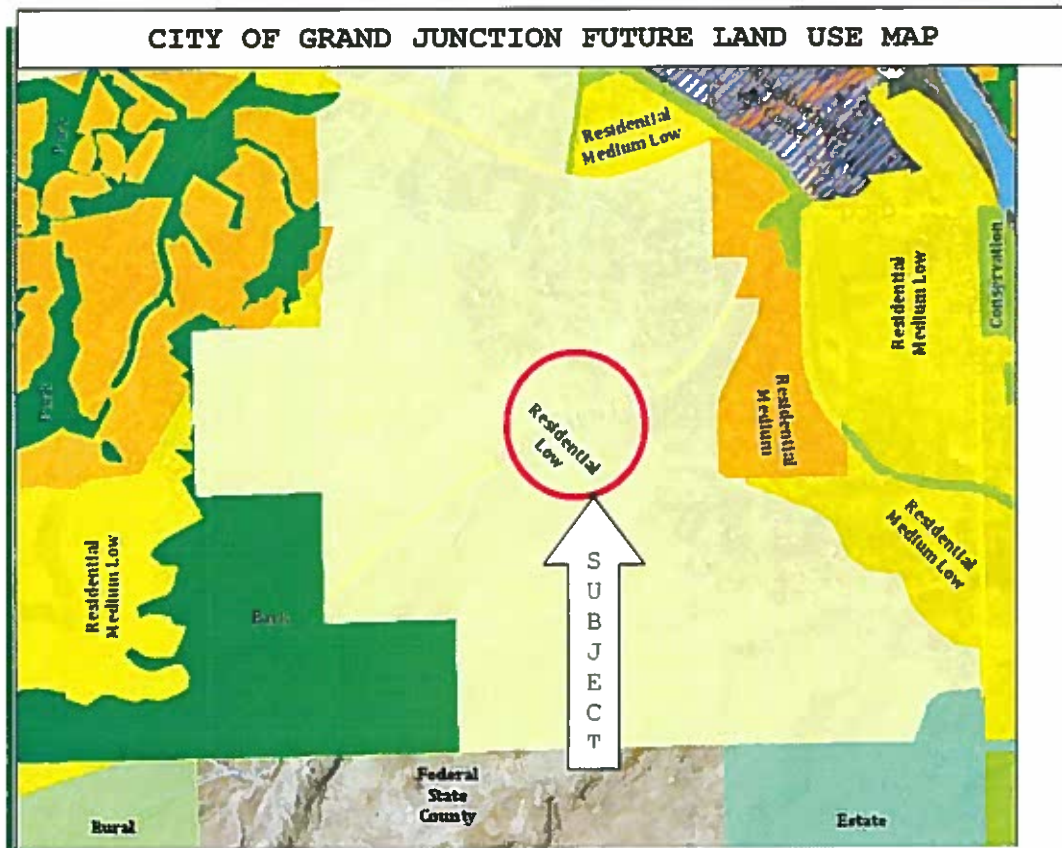
(a) **Transfer of Ownership.** No developer, owner or agent thereof shall sell, convey or otherwise transfer ownership of any planned development that has not been finally approved until such person has informed the buyer, in writing, of the property's exact status with respect to the planned development process and conditions of approval, if any. The City shall bear no liability for misrepresentation or failure to disclose terms and conditions by the owner or agent.

(b) **Outline Development Plan (ODP).** An outline development plan (ODP) is required. The purpose of an ODP is to demonstrate conformance with the Comprehensive Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the approval of an ODP. Zoning for the entire property or for each development "pod" is established at ODP. With an ODP, the pattern of development is established with densities assigned to individual "pods," which shall be the subject of future, more detailed planning.

(c) **Signage.** No sign shall be allowed on properties in a planned development zone unless the sign has been approved as part of the final development plan. Variance of the maximum total surface area of signs shall not be permitted, but the maximum sign allowance for the entire development or use may be aggregated and the total allowance redistributed. See GJMC [21.06.070](#) for sign regulations.

(d) **Final Development Plan.** The final development plan and/or the subdivision plat are necessary to ensure consistency with the approved outline development plan, specific development requirements and construction requirements. See GJMC [21.02.150\(c\)](#). (Ord. 4419, 4-5-10)

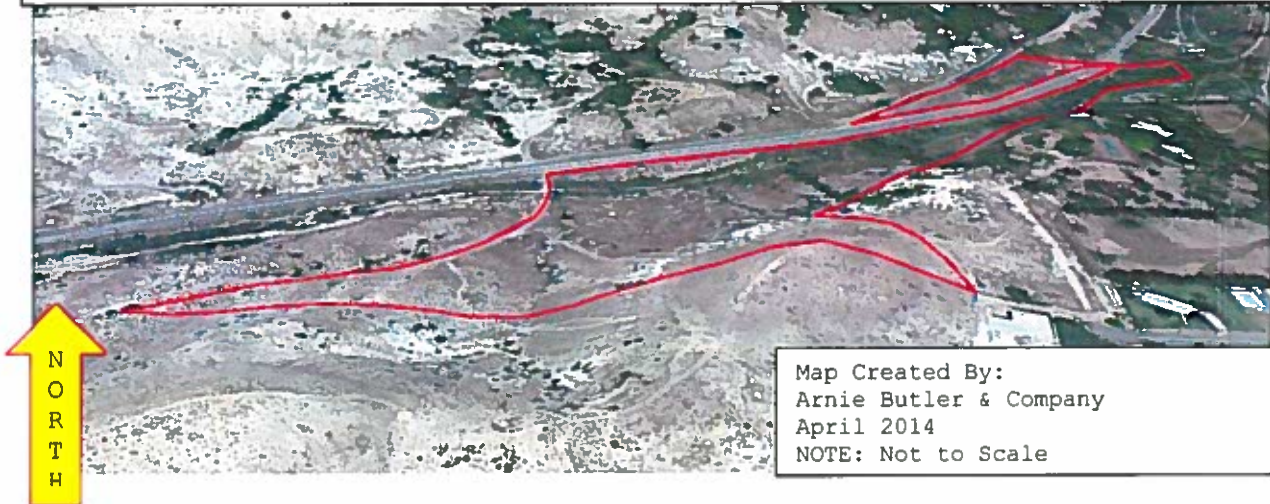
Overall, the zoning does not prohibit or disallow any type of development. It does allow the parcel to be further analyzed by the City of Grand Junction prior to potential development for the current allowed uses. Thus it does not specifically prohibit or allow any development, however it requires an additional step prior to development to determine if the proposed development will be allowed based upon current development needs, codes and uses.



The City of Grand Junction's Future Land Use Code indicates the potential development of the property into 0.5 to 2-acre house sites. Although the current zoning does not indicate a specific type of development; commercial or residential, the future land use indicates a lower density development, the overall allowable use is residential development. At this time, the exact potential development is unknown and would be determined when proceeding through the development process. Any development would take into account the topography and current market needs.



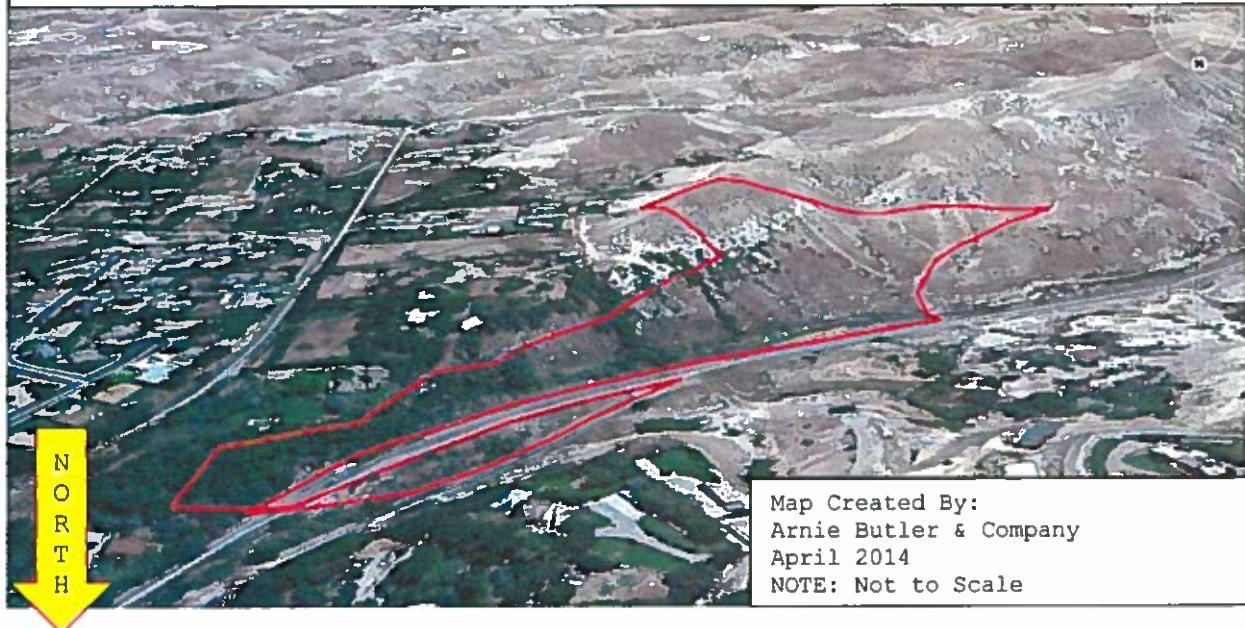
## GOOGLE MAP - VIEW TO THE NORTH



### *Water Rights*

There are no known water rights associated with the subject property. There are no irrigated acres or areas dependant on irrigation water. There are intermittent natural drainages located throughout the property. These drainages do not provide consistent water to the subject or surrounding properties.

## GOOGLE MAP - VIEW TO THE SOUTH

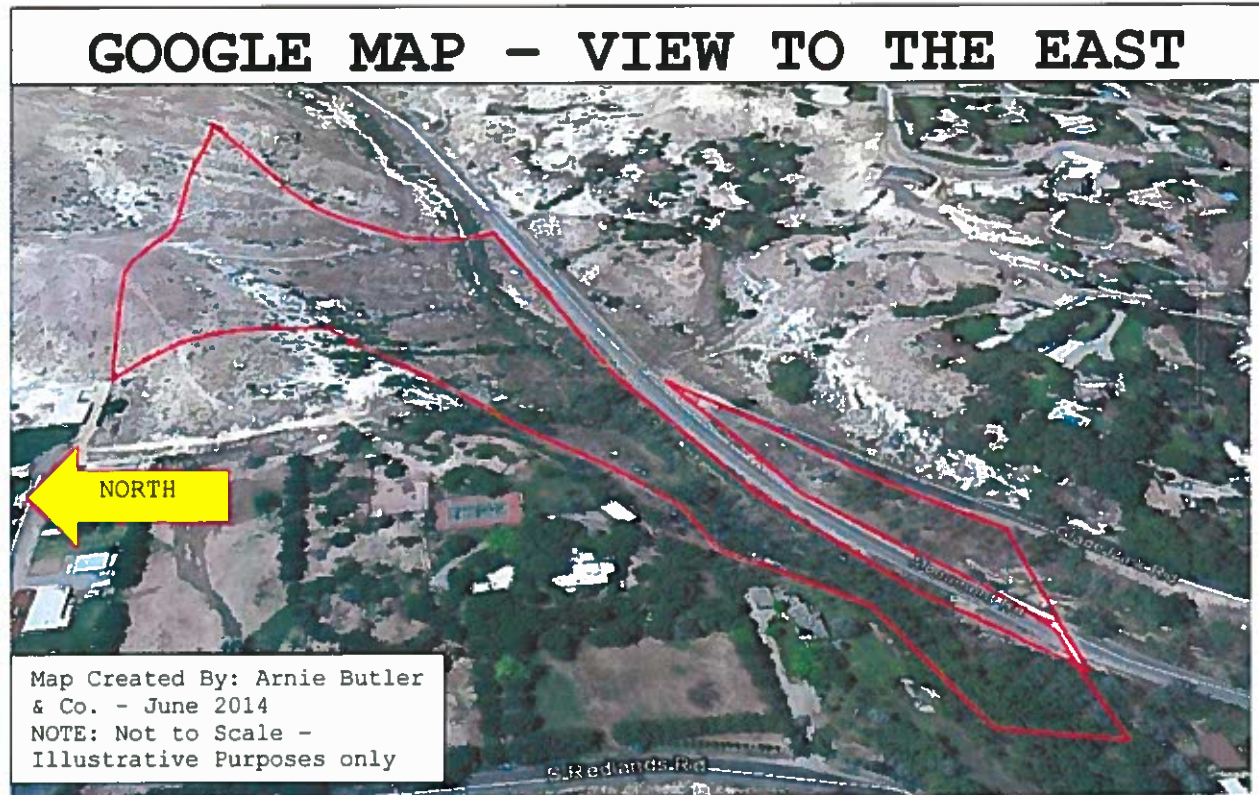


### *Topography*

The property is part of the No Thoroughfare Canyon that extends northeasterly from the Colorado National Monument. It is comprised of generally flat land to rolling hills and steep hillsides. The overall slope of the property is downward from south to north. The lowest portion of the subject ownership is approximately 4,600 feet Above Sea Level (ASL) along both sides of Monument Road. The south boundary, along the rim of a hill

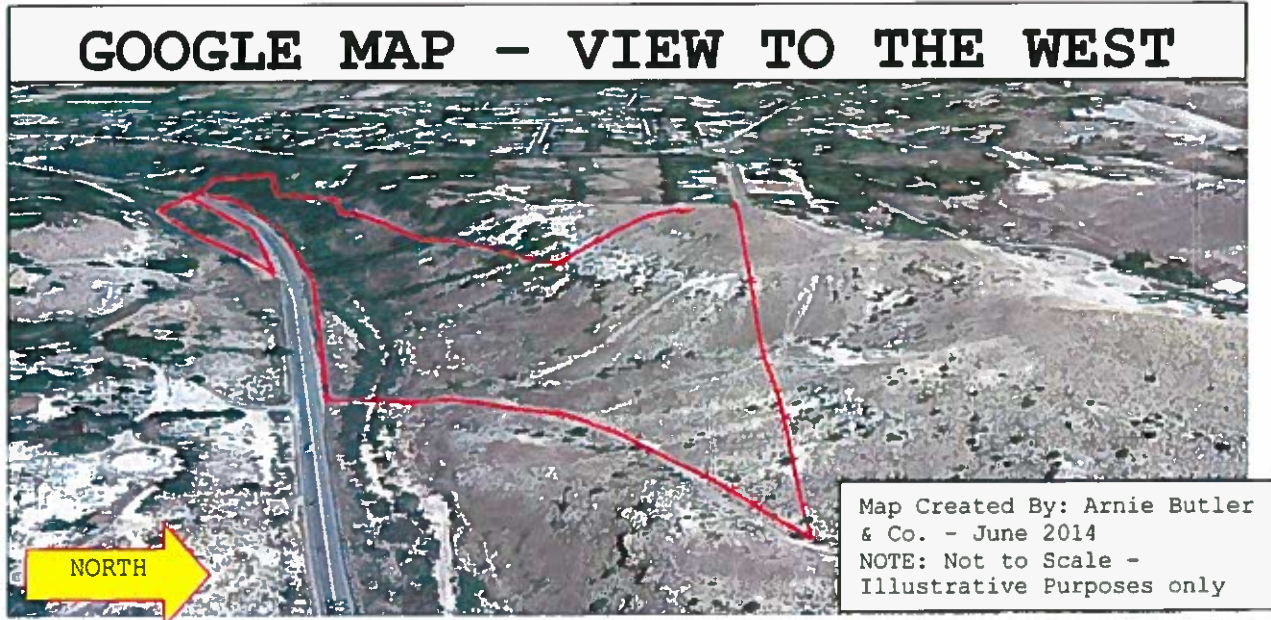


has the highest elevation, of approximately 4,760 feet ASL. An intermittent drainage flows northwesterly through the property, south of Monument Road and north of the bluff. It does not consistently flow and is prone to flash flooding.



Parcel No. 1 is generally flat at approximately 4,600 feet Above Sea Level.

The highest point of Parcel No. 2 is located along the south boundary, near the southeast corner at approximately 4,760 feet ASL. From the highest point, the property slopes steeply downward to the north, decreasing in elevation 160 feet in less than 200 feet. Then from the base of the steep hillside, the downward slope gradually decreases in elevation by 200 feet over the next 400 feet to the rim of the arroyo. The rim of the drainage, on both sides is 4,600 feet ASL. The drainage bottom is approximately 20 feet below the rim.



The rolling adobe hills are covered in sagebrush, cacti and native grasses. There are rock escarpments throughout the property. A variety of lizards, snakes, rabbits, and other desert creatures live on the property. Coyotes and deer migrate through the property.

Overall, the subject is comprised of rolling adobe and dry hills of No Thoroughfare Canyon just outside the gates of the Colorado National Monument. The property is sandwiched between public lands managed by Grand Junction and residential developments.

#### *Site Improvements*

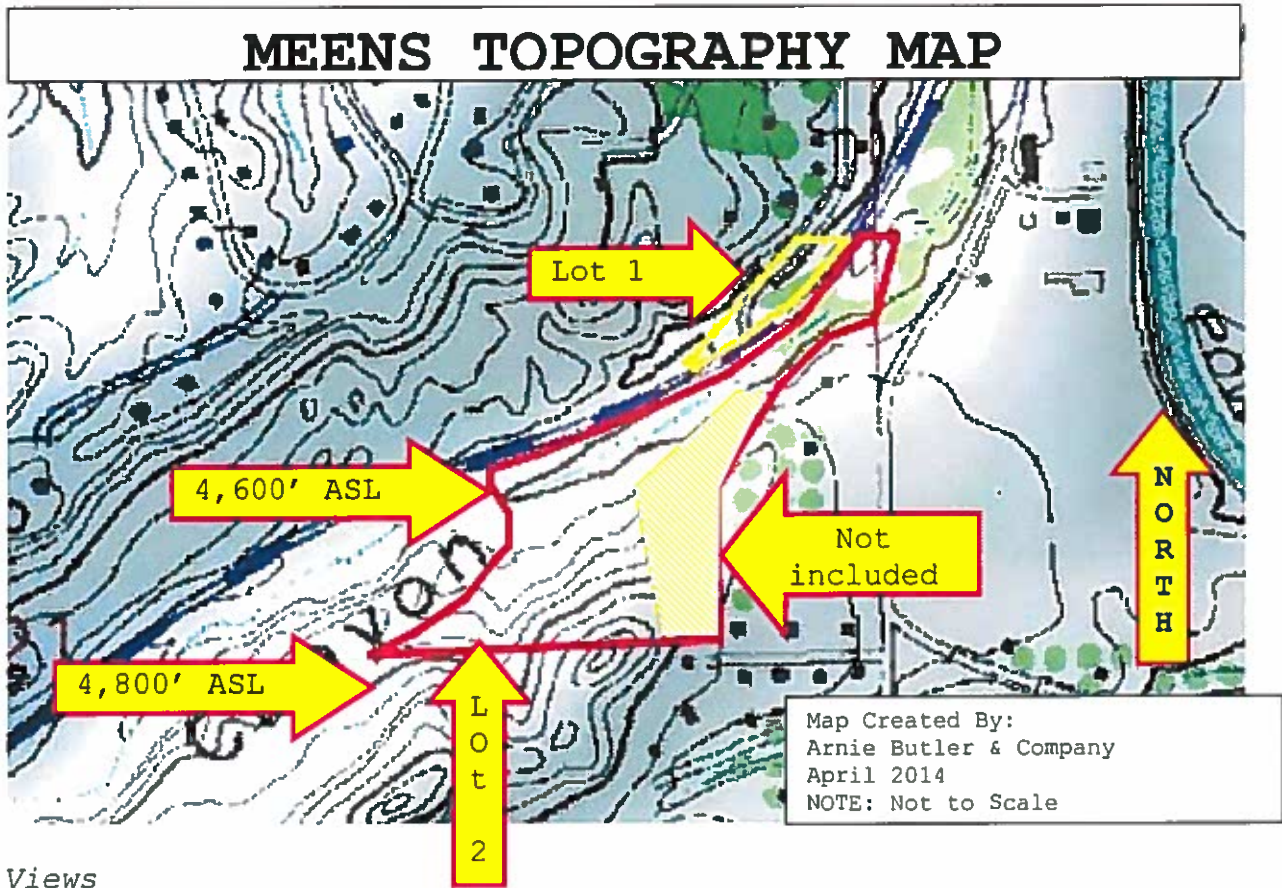
The property is vacant. There are no residential or agricultural improvements.

#### *Utilities*

The property is located within the City of Grand Junction and has been included in the Persigo 201 Boundary. Domestic water, sanitary sewer, telephone and electricity are extended along Monument Road past the subject property and are available. They are sufficient for most types of development.

Fire protection is provided by the Grand Junction Rural Fire Protection District. Police protection and ambulance service is provided by the City of Grand Junction and Mesa County.





*Views*

The higher elevations on the subject property, due to the location, elevation and adjacent public lands, has uninterrupted views of most of the Grand Valley, including the Grand Mesa, Colorado National Monument and Bookcliff Range.

*Conclusion*

In conclusion, the subject property is comprised of two individual parcels totaling 13.09 acres of dry, native hillside. The property is located on both sides of Monument Road, which provides good access. The elevation along with adjacency to public lands provides for uninterrupted views in all directions.



**HIGHEST AND BEST USE ANALYSIS**

Real estate is defined in terms of its Highest and Best Use and can be defined as:

*"The reasonably probable and legal use that will support the highest present value of the property, as defined, as of the effective date of the appraisal. Alternatively, it is that use, from among reasonably probable or legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value."* Source: The Dictionary of Real Estate Appraisal.

The subject property is located in southwest Grand Junction, in the Redlands neighborhood. This area is comprised of residential and recreational parcels, with sporadic larger parcels including farms, vineyards, golf courses and dry development land.

The most recent large scale residential development occurred between 2005 and 2008. Then in 2008/2009, similar to the local economy, the neighborhood was affected by the severe downturn in the national economy. The number of sales decreased significantly and newer residential subdivisions remain vacant.

The subject property is currently comprised of one non-contiguous tax parcel totaling 17.69 acres. The northern portion of the property is located north of Monument Road and contains 1.26 acres and the south portion contains 16.43 acres. Although the only the 1.26 acres and the west 11.83 acres are being purchased an analysis of the entire property was requested.

**HIGHEST AND BEST USE OF THE ENTIRE 17.69-ACRE MEENS OWNERSHIP**

The subject property is comprised of two non-contiguous parcels. The small parcel north of Monument Road and the larger parcel located south of Monument Road. Although they are both under the same tax parcel number their use as one parcel is not the best use of the property.

The subject property can legally be developed into various types of developments. As illustrated in the previously approved planned development, it can be developed into a medium density residential development. Although the adjacent parcel is now encumbered by a Conservation Easement, the subject contains more than 5 acres and has adequate utilities and road frontage to be developed into a similar type development.

Additionally, the property has been approved by the City of Grand Junction to be subdivided into three individual home sites. Although this plat has not been recorded, it has been approved for the 1.26, 4.6 and 11.83 acre sites. Thus, this is considered a legally permissible and physically possible development as well.

Because the property is not contiguous, the use of the north 1.26-acre site used in conjunction with the south acreage does not provide the highest return on investment. The maximally productive use of the north 1.26 acres would be to subdivide and sell the property as an individual house site.

HIGHEST AND BEST USE OF THE 13.09 ACRES AFFECTED BY THE PURCHASE

The subject is comprised of two individual parcels totaling 13.09 acres. The property is further analyzed below:

Legally Permissible

The subject parcels are legal individual parcels containing 1.26, 11.83 acres. These parcels can be sold individually without any further county approvals or development requirements.

The property is zoned by Grand Junction as Planned Development (PD) or a potential of numerous residential or commercial developments. These types of developments are legal however any development requires pre-approval and approval from the City of Grand Junction. Legally, only the south 11.83-acre parcel could potentially be subdivided into small house sites, the 1.26-acre acre parcel is one legal house site.

The City of Grand Junction's Future Land Use Code indicates medium density development between, with the potential of 0.5 to 2-acre residential sites. Because an application has not been submitted, the highest legal potential development for the subject parcel is unknown. However, it is concluded that residential development is a legally permissible use of the property.

The property can also, based upon the zoning it can be developed commercially, this includes small shops and businesses. Legal uses of the property include the current use as a recreational parcels used in conjunction with the surrounding public lands.

Physically Possible

The subject property is comprised of rolling hills. The property contains enough level or gently rolling hills to be developed with some improvements. Utilities are extended along Monument Road, but are not extended to the property. Access to the parcels is sufficient for residential development however if the parcels were to be further developed into smaller sites then improved physical access from Monument Road would be required.

Additionally, the arroyo extends through the northern portion of Parcel No. 2. Any potential development would require improved access over the drainage and structures placed outside of the potential floodway, which has not yet been designated.

The property has been used for recreational uses, including hiking, biking and trail running. This is a legal and physically permissible use of the property as well.

Due to the topography, most of the potential commercial uses of the property are not feasible.

#### Financially Feasible

The subject property is comprised of two individual parcels comprised of native landscape. The property can legally and physically be developed into a variety of uses, including residential subdivision, mixed use development, or the sale of the two individual house sites.

The subject is surrounded by residential uses and open space. Although it can legally and physically be a commercial parcel, the location and on-site access limits the demand for commercial development and it is concluded that this type of use is not financially feasible.

There are no water rights and limited natural drainages that provide enough water for agricultural uses. Thus, an agricultural use is not functional or financially feasible at this time.

The subject contains enough land to be developed into medium density residential development. Thus, this is a legally and physically permissible development. Over the past five years there has been limited demand for residential development, and there continues to be a large supply of single family home sites ranging in size from 0.25 to 5 acres. And until recently, the average time on the market for residential home sites was longer than one year. Thus, developing the property into smaller house sites add numerous sites to an already saturated and over supplied market. This will extend the marketing time and reduce the overall prices paid; thus development of the property into smaller house sites is not financially feasible.

The property is currently vacant and used as recreational land. This provides for no return on investment, and this is not a financially feasible use of the property.

The property is currently approved to be two legal house sites, 1.26 and 11.83 acres individually. These two parcels can be sold separately as individual house sites. Selling the property as two house sites would not saturate the market, as the two sites vary enough in size that they will not compete with each other and over supply the market. Both sites have good legal and physical access from Monument Road, and water, sewer, electricity and telephone are available. Based upon the parcel sizes, the



location on both sides of Monument Road, and the other physical characteristics of the subject parcels, it is concluded that it is financially feasible to sell the property as two individual house sites.

Due to the topography and lack of commercial demand throughout Grand Junction, commercial development of the property is not financially feasible, at this time.

Maximum Productivity

This is similar to financial feasibility. It is legally and physically possible to develop the property into a higher density subdivision. The current market conditions and oversupply of developed home sites indicated that it is not financially feasible or maximally productive to develop the property into a medium density residential development at this time.

Marketing the property as two individual house sites will not saturate the market, as the parcels vary in size and physical conditions, and they would not compete with each other. Selling the two individual sites will provide a higher return on investment than selling the property as one 13.09 acre non-contiguous house site due to the size, shape and lack of contiguity.

Overall Highest and Best Use of the Property based upon the Meens Subdivision Survey

The overall Highest and Best Use of the property is as two individual house sites, 1.26 and 11.83 acres in size.

## **METHODS OF APPRAISAL**

In order to arrive at an accurate estimate of Market Value there are three commonly accepted approaches to establish value: The Cost Approach, the Sales Comparison Approach, and the Income Approach. They are described as follows:

The Cost Approach to value establishes the current market value of the site, as if vacant, then adds the current reproduction cost new, less accrued depreciation of the improvements.

The Sales Comparison Approach to value relates the subject property to similar properties, which have sold or are currently offered for sale. This approach has the greatest application when sufficient comparable information is available.

The Income Approach to value is the conversion of net income produced by the property into an indication of property value by use of a capitalization rate.

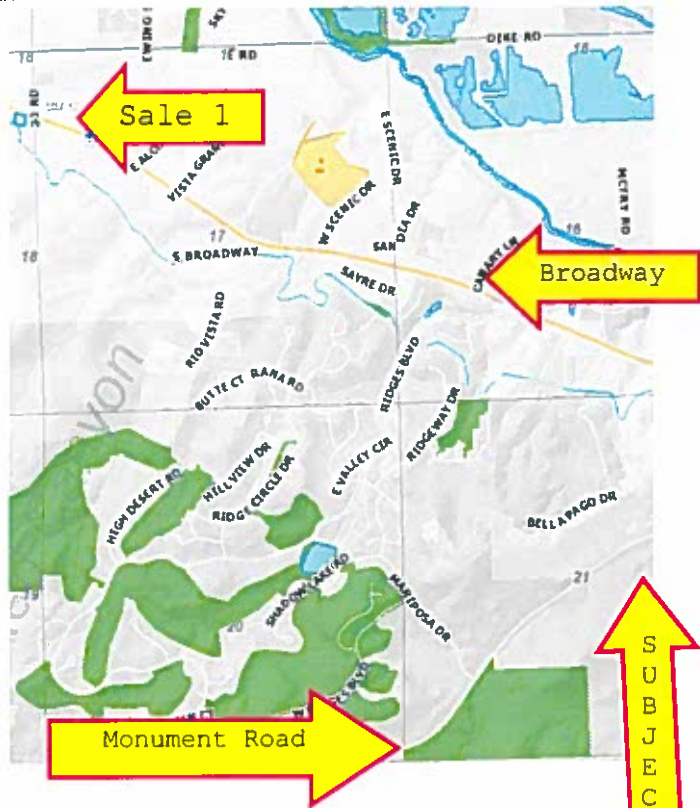
The subject property is appraised as vacant land and only the Land Sales Comparison Approach is utilized. The Cost Approach and the Income Approach to value are utilized for structurally improved properties. Therefore, these approaches to value are not appropriate for the valuation of the subject property.

## **SALES COMPARISON APPROACH**

The Sales Comparison Approach involves the analysis of the sales of similar properties to the subject. After this information has been collected, it must be reduced to a common unit of comparison, such as a sale price per unit or a gross income multiplier. The sales are then analyzed and adjustments are made to make these sales comparable to the subject. Adjusted sale prices are examined and correlated into a final indication of value.

The Highest and Best Use of the subject property is as two individual house sites containing 1.26 and 11.83 acres, respectively. The sales below vary from 0.7 acres to 19.55 acres, however each sale is not compared to the individual house sites. The most appropriate comparable sales are compared to the individual sites.

SALE NO. 1



LOCATION: 2297 Broadway, just west of 23 Road on the south side of Broadway. It is located approximately 6 miles northwest of the Broadway and Monument Road intersection.

TAX SCHEDULE NO.: 2945-181-00-050

GRANTOR: Roberts

GRANTEE: Vernon

FINANCING: Cash to seller

SALE DATE: 2/2/14

SALE PRICE: \$65,000

RECEPTION NO: 2681917

SITE DESCRIPTION:

SIZE: 0.70 acres

SHAPE: Rectangular

ACCESS: Broadway

UTILITIES: Domestic water and septic or sanitary sewer, natural gas, electricity and telephone

WATER RIGHTS/IRRIGATED LAND: None

ZONING: RSF

DEVELOPMENT POTENTIAL: 1 Single family home site

IMPROVEMENTS: Vacant

WATER FRONTAGE: Redlands irrigation ditch

COMMENTS: House site on the south side of Broadway Avenue. The property was recently subdivided from a larger parcel that included a residence. Not within a subdivision.

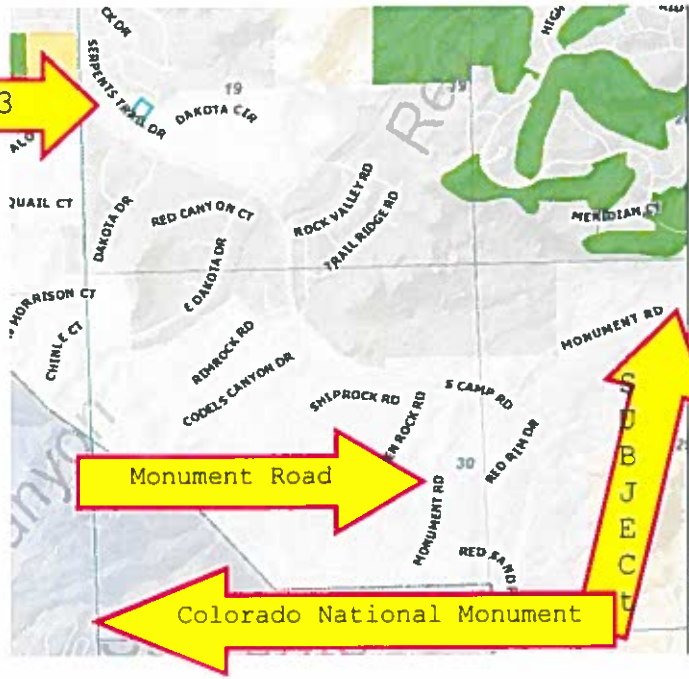


SALE NO. 2



LOCATION: 355 Echo Canyon Court, Monument Valley Estates.  
 TAX SCHEDULE NO.: 2945-193-15-007  
 GRANTOR: Fedrick & Roberts  
 GRANTEE: Duncan  
 FINANCING: Cash to seller  
 SALE DATE: 4/7/14  
 SALE PRICE: \$112,500  
 RECEPTION NO: 2686707  
 SITE DESCRIPTION:  
   SIZE: 1.00 acres  
   SHAPE: Rectangular  
   ACCESS: Echo Canon Court  
   UTILITIES: Domestic water and sewer, natural gas,  
             electricity and telephone  
   WATER RIGHTS/IRRIGATED LAND: None  
   ZONING: RSF  
   DEVELOPMENT POTENTIAL: 1 Single family home site  
   IMPROVEMENTS: Vacant  
   WATER FRONTAGE: None  
 COMMENTS: House site within Monument Valley Subdivision. One of  
 the last vacant lots within the development. Property was on the  
 market for less than 50 days.

SALE NO. 3



LOCATION: 338 Serpents Trail Drive, Monument Valley Subdivision.

TAX SCHEDULE NO.: 2945-193-14-020

GRANTOR: Curtis/Jameson

GRANTEE: Donaldson

FINANCING: Cash to seller

SALE DATE: 2/20/14

SALE PRICE: \$120,000

RECEPTION NO: 2682428

SITE DESCRIPTION:

SIZE: 1.01 acres

SHAPE: Rectangular

ACCESS: Serpents Trail Drive

UTILITIES: Domestic water and sewer, natural gas, electricity and telephone

WATER RIGHTS/IRRIGATED LAND: None

ZONING: RSF

DEVELOPMENT POTENTIAL: 1 Single family home site

IMPROVEMENTS: Vacant

WATER FRONTAGE: None

COMMENTS: Small house site located within a subdivision that where most of the lots have sold and are improved.

The property previously sold April 15, 2011 for \$125,000, indicating a loss in value of \$5,000 over three years or 4%. The property also sold in 2001 for \$65,000. Comparing the 2001 and 2011 sales prices indicates annually compounded appreciation rate of 6.76%.



SALE NO. 4



LOCATION: 2248 Saddlehorn Road, Grand Junction. North of Broadway (Highway 340), west of 22 ½ Road.

TAX SCHEDULE NO.: 2945-072-33-002

GRANTOR: Castanha

GRANTEE: Carver

FINANCING: Cash to seller

SALE DATE: 7/19/12

SALE PRICE: \$80,000

RECEPTION NO: 2618353

SITE DESCRIPTION:

SIZE: 1.26 acres

SHAPE: Irregular

ACCESS: Saddlehorn Road

UTILITIES: Domestic water & sewer, natural gas, electricity and telephone

WATER RIGHTS/IRRIGATED LAND: 1-acre Redlands Irrigation District

ZONING: RSF - Single family lot within Redlands Village Subdivision

DEVELOPMENT POTENTIAL: One single family home site.

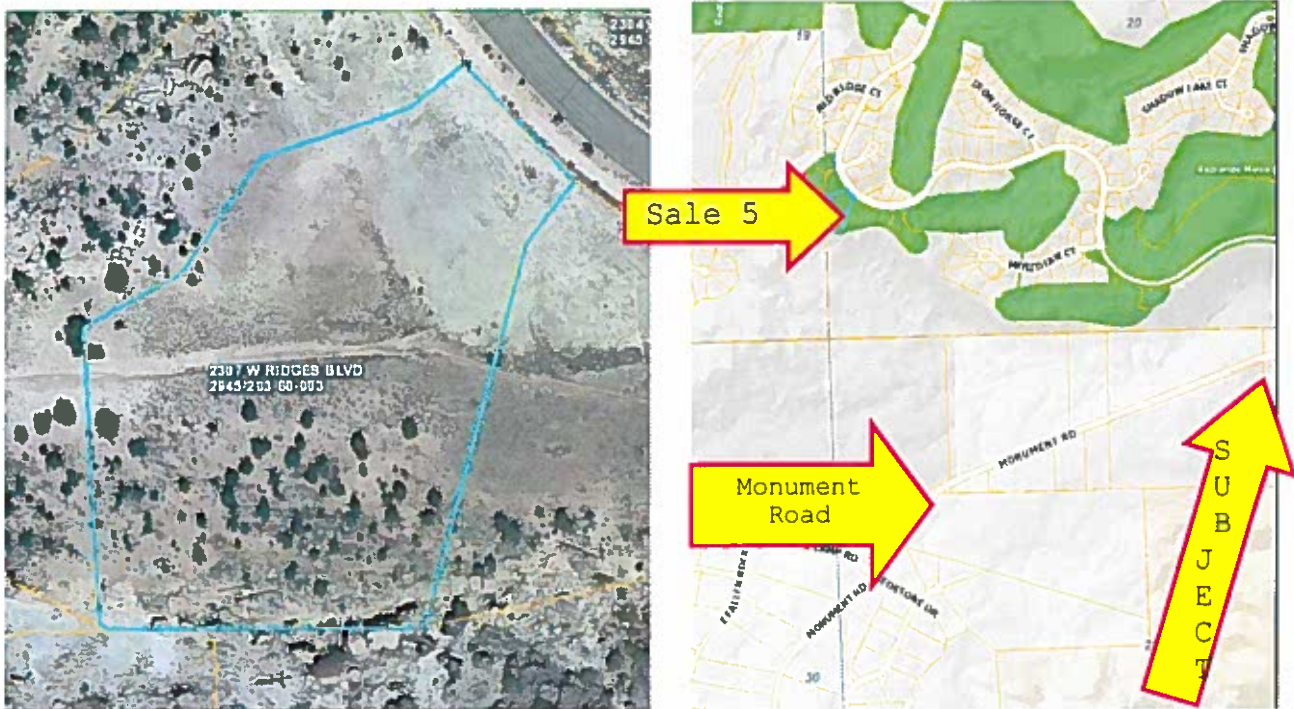
IMPROVEMENTS: Vacant

WATER FRONTAGE: None - views of the Colorado River

COMMENTS: Single family home site within a platted subdivision.



SALE NO. 5

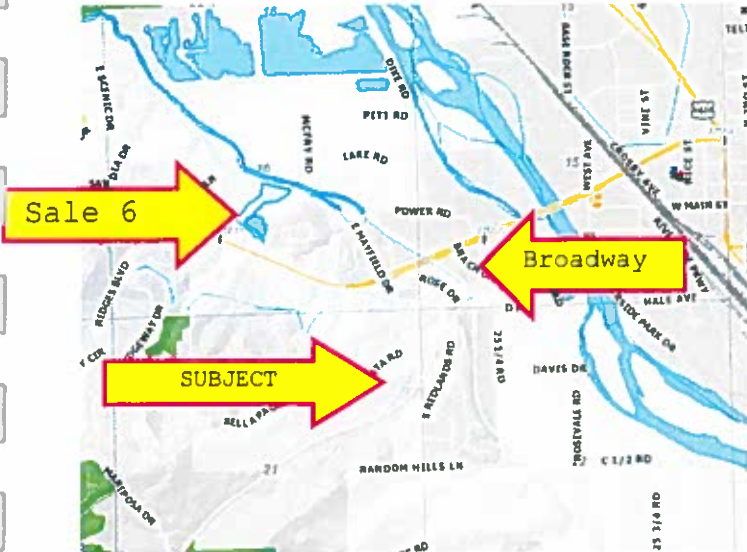


LOCATION: 2307 W Ridges Boulevard, Grand Junction.  
 TAX SCHEDULE NO.: 2945-203-60-003  
 GRANTOR: Brightstar Redlands Mesa Development, LLC  
 GRANTEE: Rapiejko  
 FINANCING: Cash to seller  
 SALE DATE: 11/27/13  
 SALE PRICE: \$285,000  
 RECEPTION NO: 2676015

SITE DESCRIPTION:  
 SIZE: 1.92 acres  
 SHAPE: Rectangular  
 ACCESS: Serpents Trail Drive  
 UTILITIES: Domestic water and sewer, natural gas, electricity and telephone  
 WATER RIGHTS/IRRIGATED LAND: None  
 ZONING: RSF  
 DEVELOPMENT POTENTIAL: 1 Single family home site  
 IMPROVEMENTS: Vacant  
 WATER FRONTAGE: None

COMMENTS: Large house site within the Redlands Mesa Subdivision, a high-end subdivision surrounding the Redlands Mesa Golf Course. The property overlooks the subject property.

SALE NO. 6



LOCATION: 2454 Broadway, north side of Broadway, across from the Ridges Subdivision, Grand Junction.

TAX SCHEDULE NO.: 2945-163-00-286

GRANTOR: Seligman Revocable Trust

GRANTEE: Chronos Homes, LLC

FINANCING: Cash to seller

SALE DATE: 3/21/14

SALE PRICE: \$87,000

RECEPTION NO: 2685461

PRICE PER ACRE: \$17,400/ac

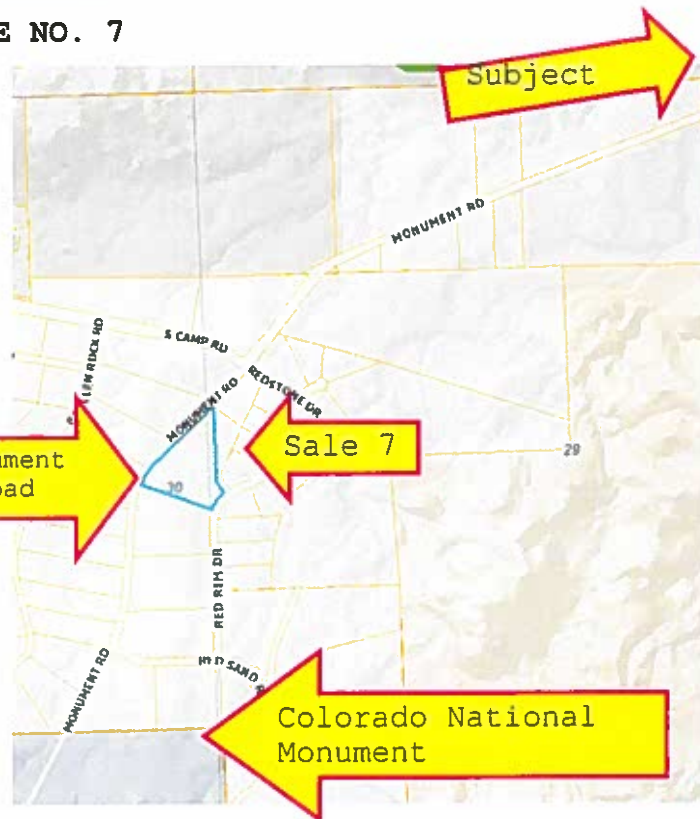
SITE DESCRIPTION:

- SIZE: 5.0 acres
- SHAPE: Irregular
- ACCESS: Broadway (Highway 340)
- UTILITIES: Domestic water & sewer, natural gas, electricity and telephone
- WATER RIGHTS/IRRIGATED LAND: None
- ZONING: RES
- DEVELOPMENT POTENTIAL: One single family home site.
- IMPROVEMENTS: Vacant
- WATER FRONTAGE: Redlands irrigation canal.

COMMENTS. Irregular shaped house site that is not part of the residential subdivision. It does not have any irrigated land. Property was purchased by a general contract with the intent to construct a single family residence and then sell the entire improved property.



SALE NO. 7



LOCATION: 243 Red Rim Drive, east side of Monument Road, one-quarter mile north of the Colorado National Monument in Redstone Estate Subdivision.

TAX SCHEDULE NO.: 2945-304-11-001

GRANTOR: Cannon Living Trust & Perez

GRANTEE: Trayford

FINANCING: Cash to seller

SALE DATE: 12/9/13

SALE PRICE: \$188,000

RECEPTION NO: 2676730

PRICE PER ACRE: \$36,363/ac

SITE DESCRIPTION:

SIZE: 5.17 acres

SHAPE: Triangular

ACCESS: Red Rim Drive

UTILITIES: Ute water and septic sewer, propane, electricity and telephone

WATER RIGHTS/IRRIGATED LAND: None

ZONING: RSF

DEVELOPMENT POTENTIAL: 1 Single family home site

IMPROVEMENTS: Vacant

WATER FRONTAGE: None

COMMENTS: Property is located within a well developed subdivision with the potential to be developed with one single family residence. The property has frontage to Monument Road, and is approximately one-quarter mile southwest of the subject.

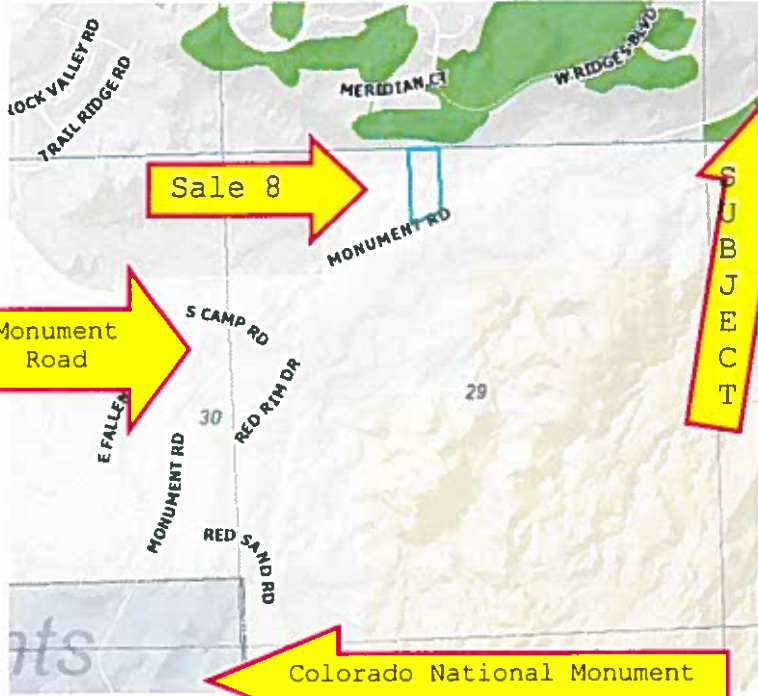


Similar ground cover to the subject, however this parcel is generally flat with no drainage flowing through it.

This property previously sold in July of 2005 for \$205,000 and in 2002 for \$150,000. Comparing the 2013 and the 2005 sale prices indicates a loss in value of \$17,000 or a loss in value of 1.08% per year, or an overall loss in value of 8.29%.

Comparing the sales price in 2002 to the sales price in 2005 indicates an annual compounded appreciation rate of 10.97%.

SALE NO. 8



LOCATION: 2340 Monument Road, north side of Road, just west of the subject property in Mesa County.

TAX SCHEDULE NO.: 2945-292-00-110

GRANTOR: Artman & Duff

GRANTEE: Rodriques

FINANCING: Cash to seller

SALE DATE: 2/26/14

SALE PRICE: \$78,750

RECEPTION NO: 2682912

PRICE PER ACRE: \$14,583/ac

SITE DESCRIPTION:

SIZE: 5.4 acres

SHAPE: Rectangular

ACCESS: Monument Road

UTILITIES: Well water and septic sewer, propane, electricity and telephone

WATER RIGHTS/IRRIGATED LAND: None

ZONING: RSF-4

DEVELOPMENT POTENTIAL: 1 Single family home site

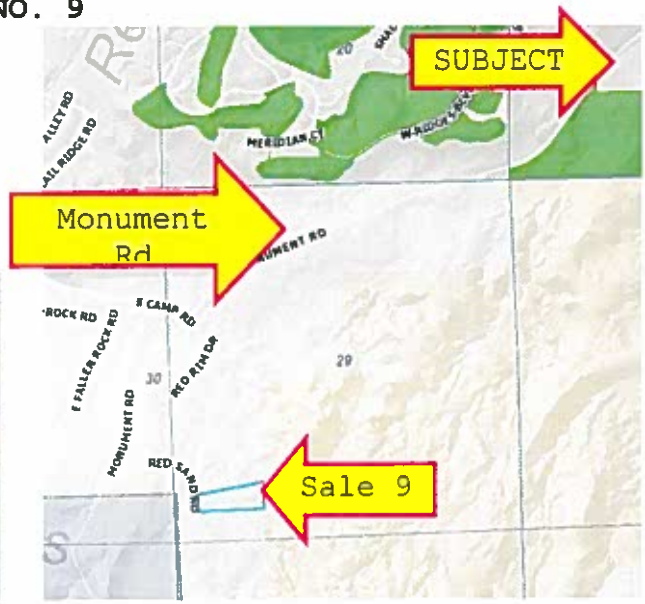
IMPROVEMENTS: Vacant

WATER FRONTAGE: None

COMMENTS: Located just west of the subject with the same physical features.

The property has previously sold in May of 2011 for \$53,000. The sale and resale of the property indicates an annual appreciation rate of 3.22%.

SALE NO. 9



LOCATION: 206 Red Sand Road, east side of Red Sand Road, ¼ mile east of Monument Road and the east Colorado National Monument entrance.

TAX SCHEDULE NO.: 2945-293-02-002

GRANTOR: Richey

GRANTEE: Ben Johnson Trust

FINANCING: Cash to seller

SALE DATE: 3/22/13

SALE PRICE: \$350,000

RECEPTION NO: 2648865

PRICE PER ACRE: \$46,667/ac

SITE DESCRIPTION:

SIZE: 7.5 acres

SHAPE: Rectangle

ACCESS: Red Sand Road

UTILITIES: Well water, septic sewer, natural gas/propane electricity and telephone

WATER RIGHTS/IRRIGATED LAND: None

ZONING: RES

DEVELOPMENT POTENTIAL: 1 Single Family Residence

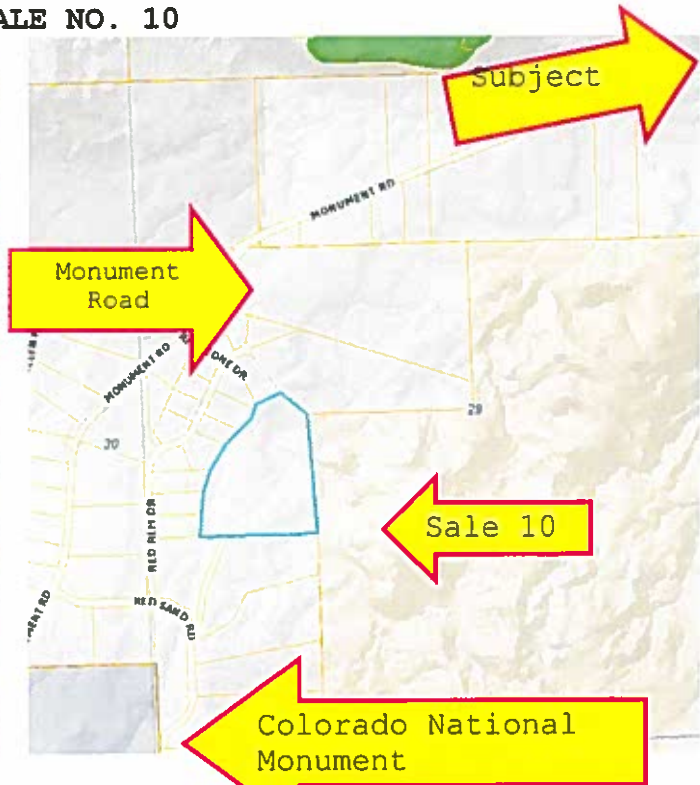
IMPROVEMENTS: Vacant

WATER FRONTAGE: No frontage to water

COMMENTS: Just east of the Colorado National Monument, approximately one-quarter mile southwest of the subject property. Similar physical features as the subject, except the utilities are extended to the property line at time of sale for this property.



SALE NO. 10



LOCATION: 220 Red Sand Drive, east of Monument Road, west of Bangs Canyon NCA (BLM lands), less one-quarter mile north of the Colorado National Monument in Redstone Estate Subdivision.

TAX SCHEDULE NO.: 2945-293-02-006  
GRANTOR: Humphrey  
GRANTEE: Hotimsky  
FINANCING: Cash to seller  
SALE DATE: 10/4/13  
SALE PRICE: \$205,000  
RECEPTION NO: 2670875  
PRICE PER ACRE: \$10,485/ac

SITE DESCRIPTION:  
SIZE: 19.55 acres  
SHAPE: Triangular  
ACCESS: Red Sand Drive  
UTILITIES: Ute water and septic sewer, propane, electricity and telephone  
WATER RIGHTS/IRRIGATED LAND: None  
ZONING: RSF  
DEVELOPMENT POTENTIAL: 1 Single family home site  
IMPROVEMENTS: Vacant  
WATER FRONTAGE: None

COMMENTS: Property is located within a well developed subdivision with the potential to be developed with one single family residence. Similar ground cover to the subject, however

this parcel is generally flat with no drainage flowing through it.

This property previously sold in July of 2005 for \$270,000 and in 1999 for \$187,500. Comparing the 2013 and the 2005 sale prices indicates a loss in value of \$65,000, or an overall loss in value of 24.07%.

Comparing the sales price in 1999 to the sales price in 2005 indicates an annual compounded appreciation rate of 5.77%.

LISTING NO. 11



LOCATION: Monument Road. North side of Monument Road, northwest of Monument Road and Glade Park Road intersection, in the City of Grand Junction.

TAX SCHEDULE NO.: 2945-211-00-039 - 7.96  
 2945-211-00-030 - 0.50  
 2945-212-00-053 - 11.81

GRANTOR: Reimer  
 GRANTEE: N/A  
 LIST DATE: 3/31/14  
 SALE PRICE: \$318,000  
 RECEPTION NO: N/A  
 PRICE PER ACRE: \$15,688/ac

SITE DESCRIPTION:  
 SIZE: 20.27 acres  
 SHAPE: Irregular  
 ACCESS: Monument Road & Bella Pago Drive  
 UTILITIES: Well water, septic sewer, natural gas, electricity and telephone

WATER RIGHTS/IRRIGATED LAND: None

ZONING: RSF-4

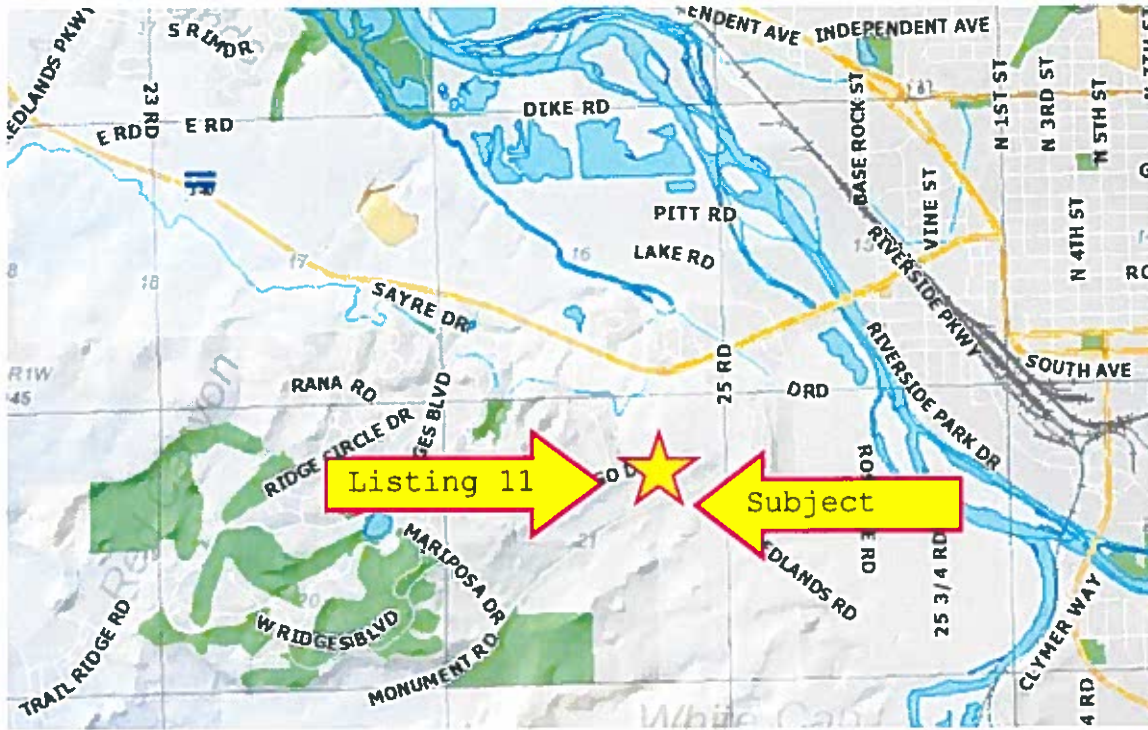
DEVELOPMENT POTENTIAL: One 0.50-acre house site, with remaining land allowed four single family lots per acre.

IMPROVEMENTS: Vacant

WATER FRONTAGE: No frontage to water

COMMENTS: Irregular shaped parcel located just northeast of the subject. It is comprised of three individual house sites, and had higher development potential, similar to the subject ownership.





# COMPARABLE SALES MAP

## In Close Proximity to Subject



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Data Zoom 11-4

## COMPARABLE SALES CHART

Sale No	Location	Sale Price	Sale Date	Unit Price	Comments
		Site Size			
1	2297 Broadway, just west of 23 Road	\$67,000	2/14/14		Single family home site, not with subdivision. Similar utilities, access & physical features to the subject
2	355 Echo Canyon Court, Monument Valley Subdivision	\$112,500  1.00	4/7/14		Single family home site. Property was listed for sale for less than 2 months.
3	338 Serpents Trail Drive, Monument Valley Subdivision	\$120,000  1.01 ac	2/20/14		One of the last single family home sites within subdivision. Dry lot
4	2248 Saddlehorn Road, North of Broadway west of 22 ½ Rd	\$80,000  1.26 ac	7/19/12		1 acre of irrigated land Views of the Colorado River, within Redlands Village Sub
5	2307 W Ridges Blvd, Ridges Subdivision & Redlands Mesa Golf Course	\$285,000  1.92 ac	11/27/13		Large house site within high-end subdivision and golf community. Parcel overlooks the subject & Monument Road
6	2454 Broadway, north side of Broadway	\$87,000  5.0 ac	3/21/14	\$17,400	Vacant dry single family home site. Parcel was purchased by a builder & is being improved with a residence.
7	243 Red Rim Drive, east side of Monument Road, Redstone Estate Subdivision	\$188,000  5.17 ac	12/9/13	\$36,363	Single family residence. ¼ mile north of CNM east entrance & south of subject. Parcel backs to Monument Road
8	2340 Monument Rd, north side of Monument Rd	\$78,750  5.4 ac	2/26/14	\$14,583	Single family home site, adjacent south of public land owned by City of GJ, ¼ mile west of subject
9	206 Red Sand Road, ¼ mile east of Monument Rd	\$350,000  7.5 ac	3/22/13	\$46,667	Adjacent west of BLM land, house site within developed subdivision. East CNM entrance
10	220 Red Sand Drive, east of Monument Rd, Redstone Estate Subdivision	\$205,000  19.55	10/4/13	\$10,485	Adjacent west of BLM lands, larger house site within established subdivision, ¼ mile SW of subject.
11	Monument Road, NW of Monument Rd and Glade Park Road intersection	Listed at \$318,000  20.27	Listed Since 3/31/14	\$15,688	Similar to the subject property physically and development. Smaller than the subject.

The above sales consist of a variety of properties located throughout the Redlands, Fruita and Grand Junction/Clifton neighborhoods. The properties were primarily purchased for



single family residential uses, similar to the Highest and Best Uses of the subject's individual parcels. The subject is comprised of two individual parcels of varying sizes from 1.26 to 11.83 acres. The sales vary from 1.0 to 19.55 acres. The sales that are most similar to the individual subject parcels are used in the individual analyses. The comparable sales that are between 1.0 and 5.4 acres are compared to the subject's 1.26-acre house site, on a site bases. The sales that range from 5.00 to 19.55 acres are compared to the 11.83-acre subject parcel, on a per acre analysis. The sales are further compared and adjusted to the subject parcels as follows:

Market Conditions

From 2005 through June of 2008 the market was strong with increasing prices and declining supply. Depending on the type and location of the property, appreciation rates were increasing between 10 and 30 percent.

Because of the decline in the national and regional economies. and the exodus of the energy industry, the progressive trends changed. The market declined from the second quarter of 2008 through 2010. During this time period, prices dropped and marketing times lengthened.

In 2011, the number of house sales and sales prices began to stabilize. Although the prices are not at the high previously experienced prior to 2008, the number of transactions has increased. This is due to lower prices, an improving economy, and slight increases in demand for residential and commercial development.

All of the sales occurred between 2012 and 2014, this time frame is considered the current market and none of the sales require an adjustment for market conditions.

Condition of the Sales

Most of the sales are considered arms lengths transactions and no adjustments are warranted.

Cash Equivalency

All of the sales were either cash or equivalent to cash and no adjustments are warranted.

Location

The subject property is located southwest of downtown and in a residential and recreational neighborhood. All of the properties are located within the subject neighborhood and no adjustments are required.

Additionally, the properties that are located within a subdivision typically have utilities extended to the property line which is superior to the subject. They also include additional amenities which are superior to the subject, however, they are charged Home Owners Association Dues to cover these amenities. The cost of the HOA dues does not offset the amenities and the parcels located within subdivisions require downward adjustments.

Water Rights - Irrigated and Dry Graze Land

The subject does not include any water rights. The value of the water is an intrinsic part of the irrigated land value and adjustments, if any, are made based on the percentage of irrigated versus non-irrigated land. Thus, parcels that have water rights/irrigated land warrant downward adjustments in comparison to the subject. Due to the limited number of paired sales, and lack of the sale of water rights, we were unable to conclude a quantitative adjustment for water rights and irrigated land. The comparable sales that included water rights require a downward (-) adjustment. Additionally, the sales that included irrigated land require additional downward adjustments. Thus, a comparable sale that has water rights and irrigated land warrants two or more downward adjustments (depending on the percentage of irrigated land, it could be more than two qualitative adjustments).

Size

The subject contains two parcels containing 1.26 and 11.83 acres. Typically, larger parcels will sell for a higher overall values but a lower unit price than smaller parcels. For example, a 10-acre site may sell for \$30,000 per acre for a total value of \$300,000, while a 40-acre parcel will sell for \$20,000 per acre, but will have a total value of \$800,000. While the small site has a lower overall value, the per acre value is much higher than the larger parcel.

The small sites are compared to the 1.26-acre subject on a site basis and not on a per acre price. Parcels larger than the subject site, warrant a downward adjustment, and sites smaller than the subject require upward adjustments to the size price.

The larger sales, compared to the 11.83-acre parcel, are adjusted based on a per acre price. This is typical of the market and the sales are adjusted accordingly. Sales smaller than the subject require a downward adjustment to the per acre price, and sales larger than the subject require upward adjustments to the unit price.

Improvements

The subject is vacant and all of the sales are vacant. No adjustments are required.

Access

The subject parcels have good legal access. The comparables have good legal and physical access along county roads and no adjustments are warranted.

Topography

Most of the comparables are generally flat sites that are used for residential development. The subject property is comprised of rolling to steep hills with an arroyo that extends south of Monument Road and affects the southern parcel. This area may require a bridge and flash flood planning for any type of development. The comparables with superior topography warrant downward adjustments.

Views

The subject Parcel No. 2 has uninterrupted views in almost all directions, including the Bookcliff Range and the Grand Valley from the northwest to the northeast, Grand Mesa to the east, and the Colorado National Monument to the southwest. Several of the comparable sales have similar uninterrupted views. However, some of the sales are located in the valley floor, similar to Subject Parcel No. 1, and although they have views in a particular direction, they are not parallel to the subject's views. These sales required upward adjustments for views.

Zoning/Future Land Use

The subject property is zoned PD, which allows a variety of residential and commercial development, however there is limited demand for higher density development. As concluded in the Highest and Best Use section, the most likely use of the individual parcels at this time is single family residential development similar to the comparable sales. However, due to the zoning and lack of previous development, the subject parcels could potentially be developed into a high density development, or with a commercial development. Thus the comparable sales are adjusted accordingly.

ANALYSIS OF SUBJECT PARCEL NO. 1

Subject Parcel No. 1 contains 1.26 acres located on the north side of Monument Road. The most comparable sales are further analyzed and compared to the subject below:

Sale No. 1 sold in February of 2014 for \$65,000. The property contains 0.70 acres and is located on the south side of Broadway just west of 23 Road. It is a flat single family home site that



was recently subdivided from a larger parcel that included a single family residence. The property has utilities available, but no taps are on site. This sale is adjusted as follows:

Sale No.	No.1
UNADJUSTED SALE PRICE	\$65,000
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	=
Water Rights/Irrigation	=
Water Frontage	=
Site Size	+
Access	=
Ground Cover	=
Topography	-
Zoning/Future Land Use	+
Utilities	+
Views	=
Overall Adjustment	++ \$65,000

This sale requires a downward adjustment for topography. Upward adjustments for site size, future land use, utilities and use are warranted. After adjustments, this sale indicates a price of more than \$65,000 for the subject's 1.26-acre house site.

Sale No. 2 is located at 355 Echo Canyon Court in Monument Valley Subdivision. The property sold in April of 2014 for \$112,500, it was listed for less than two months before it sold. It is a one-acre house site within an established subdivision. It is adjusted as follows:

Sale No.	No.2
UNADJUSTED SALE PRICE	\$112,500
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	-
Water Rights/Irrigation	=
Water Frontage	=
Site Size	=
Access	=
Ground Cover	=
Topography	-
Zoning/Future Land Use	+
Utilities	=
Views	=
Overall Adjustment	- \$112,500

This sale requires an upward adjustment for the potential of future development on the subject property. Downward adjustments for subdivision location, and topography are warranted. This sale indicates a price of less than \$112,500 for the subject site.

Sale No. 3 is located at 339 Serpents Trail Drive, in Monument Valley Subdivision. The property contains 1.01 acres and sold in February of 2014 for \$120,000. The property is a flat house site within a well developed subdivision, and is one of the last sites within the neighborhood. This sale is adjusted as follows:

Sale No.	No.3
UNADJUSTED SALE PRICE	\$120,000
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	-
Water Rights/Irrigation	=
Water Frontage	=
Site Size	=
Access	=
Ground Cover	=
Topography	-
Zoning/Future Land Use	+
Utilities	=
Views	=
Overall Adjustment	- \$120,000

This sale requires an upward adjustment for the potential of future development on the subject property. A downward adjustment for topography is warranted. This sale indicates a price of less than \$120,000 for subject Parcel No. 1.

Sale No. 4 is located north of Broadway, with views of the Colorado River. It is a flagpole shaped lot within an established subdivision. This parcel sold for \$80,000 in July of 2012. It contains 1.26 acres of dry land and can be developed as one house site.

It is adjusted as follows:

Sale No.	No. 4
UNADJUSTED SALE PRICE	\$80,000
Improvements	n/a
Condition of Sale	=
Market Conditions 2009-2010	N/A
Financing	=
Location	-
Water Rights/Irrigation	=
Water Frontage	=
Site Size	=
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	+
Utilities	=
Views	=
Overall Adjustment	= \$80,000

This sale warrants an upward adjustment for zoning and future land use. A downward adjustment for location is required. This sale indicates a price of \$80,000 for the 1.26-acre subject parcel.

Sale No. 5 is located northwest of the subject in the Ridges Subdivision and is part of the Redlands Mesa Golf Community, a high-end neighborhood. The property contains 1.92 acres and has additional amenities including golf membership and pool use. This sale has incredible views of the entire Grand Valley. The property sold November 27, 2013 for \$285,000. It is adjusted as follows:

Sale No.	No. 5
UNADJUSTED SALE PRICE	\$250,000
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	--
Water Rights/Irrigation	=
Water Frontage	=
Site Size	-
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	+
Utilities	-
Views	-
Overall Adjustment	---- \$250,000



This sale requires downward adjustments for location, site size, utilities due to the amenities offered within the subdivision and views. An upward adjustment for future land use is required. After adjustments, this sale indicates a price of less than \$250,000.

Sale No. 8 contains 5.4 acres, which is significantly larger than the subject. However, this parcel was purchased February of 2014 and is located just west of the subject, on the north side of Monument Road. It has similar physical features, access, road frontage and utilities as the subject and is adjusted as follows:

Sale No.	No. 8
UNADJUSTED SALE PRICE	\$78,750
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	=
Water Rights/Irrigation	=
Water Frontage	=
Site Size	-
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	=
Utilities	=
Views	=
Overall Adjustment	- \$78,750

Sale No. 8 requires one downward adjustment for site size, and indicates a price of slightly less than \$78,750 for the subject's 1.26-acre house site.

## ADJUSTMENT GRID

Sale No.	No.1	No.2	No.3	No.4	No.5	No.8
UNADJUSTED SALE PRICE	\$65,000	\$112,500	\$120,000	\$80,000	\$250,000	\$78,750
Improvements	n/a	n/a	n/a	n/a	n/a	n/a
Condition of Sale	=	=	=	=	=	=
Market Conditions	N/A	N/A	N/A	N/A	N/A	N/A
Financing	=	=	=	=	=	=
Location	=	-	-	-	--	=
Water Rights/ Irrigation	=	=	=	=	=	=
Water Frontage	=	=	=	=	=	=
Site Size	+	=	=	=	-	-
Access	=	=	=	=	=	=
Ground Cover	=	=	=	=	=	=
Topography	-	-	-	=	=	=
Zoning/Future Land Use	+	+	+	+	+	=
Utilities	+	=	=	=	-	=
Views	=	=	=	=	-	=
Overall Adjustment	++	-	-	=	----	-
	\$65,000	\$112,500	\$120,000	\$80,000	\$250,000	\$78,750

Summary of Sales

The sales provide an unadjusted range from \$65,000 to \$250,000 for a home site. Sale Nos. 2, 3, 5 and 8 indicate a price of less than \$112,500, \$120,000, \$250,000, and \$78,750 respectively. Sale No. 1 indicates a price of more than \$65,000 for a smaller site with similar frontage and inferior utilities. Sale No. 4 indicates a price similar to \$80,000.

Although the adjustments are applied consistently an inconsistent range is indicated, with Sale No. 4 indicating a price similar to \$80,000 and Sale No. 8 indicating a price of less than \$78,750. This can be attributed to site sizes and using qualitative adjustments rather than quantitative adjustments. However, due to the lack of paired sales, quantitative adjustments cannot be established. Because the adjustments are applied consistently, the sales can be used to support a credible opinion of value.

The low end of the range is supported by a recent sale with similar thoroughfare frontage, access and physical features. However, Sale No. 1 is nearly half the size of Subject Parcel No. 1. Thus, the subject commands a price higher than \$65,000 as indicated by this sale.

The upper end of the range is supported by the other four sales and with the lower end capped by Sale No. 8 at \$78,750. Sale No. 8, the parcel in closest proximity to the subject, was recently

purchased, however it contains 5.4 acres. Thus, the subject commands a price less than indicated by this sale.

Sale No. 4 is similar in size, however, it is located within a developed subdivision. After adjustments, the sale indicates a price similar to \$80,000. However, the Sale No. 8 indicates a price of less than \$78,750. Thus, the subject commands a price less than indicated by Sale No. 4.

**VALUE CONCLUSIONS - SUBJECT PARCEL NO. 1**

The 1.26-acre subject property commands a value within the adjusted range. As previously discussed, the subject is located in close proximity to high-end residential development, has good access, adjacency to public recreational land, all utilities available along Monument Road, and is in close proximity to downtown Grand Junction and the Colorado National Monument. It does not command a value at the extreme high end of the range due to the frontage to Monument Road and site size.

Although the good access is a benefit, it is a small site and any development will be in close proximity to the road. Since it is a main arterial to both the residential and recreational areas, there is a lot of traffic. This is a draw back in comparison to a location within a subdivision that is further from the traffic. Additionally, the subject does not have utilities extended to the property line, while most of the comparables have utility taps at the property line.

However, the property is located in close proximity to public land managed by the City of Grand Junction and within one mile of the Colorado National Monument, Bangs Canyon NCA and the Three Sisters/Lunch Loop recreation areas. Due to the location, future development potential, recreational uses, location, size and topography, it is concluded that the subject property commands a price above the middle of the established range, but not \$80,000, due to the thoroughfare frontage or \$78,750 due to site size. Thus, the subject's 1.26-acre house site has a fair market value of:

**SEVENTY-FIVE THOUSAND DOLLARS**  
**(\$75,000.00)**  
**\*\*\*\*\***



**ANALYSIS OF SUBJECT PARCEL NO. 2**

Subject Parcel No. 2 contains 11.83 acres, on the south side of Monument Road. The most comparable sales, Sale Nos. 6 through 10 are used in the valuation of this parcel. These sales are further analyzed and compared to the subject below:

Sale No. 6 is located on the north side of Broadway Avenue. It contains 5 acres and sold March 21, 2014 for \$87,000. It is a dry house site that was purchased by a builder, who is improving the property with a single family residence and then will resell the property. It is adjusted as follows:

Sale No.	No.6
UNADJUSTED SALE PRICE	\$17,400
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	=
Water Rights/Irrigation	=
Water Frontage	-
Site Size	--
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	+
Utilities	=
Views	=
Overall Adjustment	-- \$17,400

This sale requires downward adjustments for water frontage and site size. An upward adjustment is required for zoning and future land use. After adjustments, this sale indicates a unit price of less than \$17,400 per acre for the subject property.

Sale No. 7 is located southwest of the subject property, and backs to Monument Road. The property sold in December of 2013 for \$188,000. It contains 5.17 acres and is located within Redstone Estates Subdivision with access provided by Red Rim Drive.

This parcel is adjusted as follows:

Sale No.	No. 7
UNADJUSTED SALE PRICE	\$36,363
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	-
Water Rights/Irrigation	=
Water Frontage	=
Site Size	--
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	+
Utilities	=
Views	=
Overall Adjustment	-- \$36,363

This parcel requires downward adjustments for location and site size. An upward adjustment for future land use/zoning and view is warranted. After adjustments, this sale indicates a price of less than \$36,363 per acre.

Sale No. 8 is located at 2340 Monument Road, and is a house site located west of the subject on the north side of the Road. The property contains 5.4 acres and sold on February 26, 2014 for \$78,750. It has similar access, frontage, utilities and physical features as the subject. This sale is adjusted as follows:

Sale No.	No. 8
UNADJUSTED SALE PRICE	\$14,583
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	=
Water Rights/Irrigation	=
Water Frontage	=
Site Size	--
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	=
Utilities	+
Views	+
Overall Adjustment	= \$14,583

Sale No. 8 requires a downward adjustment for site size as the property contains only 5.4 acres. Upward adjustments for

utilities and views are warranted. The subject 11.83-acre parcel commands a price similar to \$14,583 per acre as established by this parcel.

Sale No. 9 is located along Red Sand Road, ¼ mile east of Monument Road. It is adjacent west of BLM lands, similar to the subject, however, it is located within a developed subdivision. The property sold in March of 2013 for \$46,667 per acre for a 7.5 acre house site. It is in close proximity to the entrance to the Colorado National Monument, and is compared to the subject as follows:

Sale No.	No. 9
UNADJUSTED SALE PRICE	\$46,667
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	-
Water Rights/Irrigation	=
Water Frontage	=
Site Size	-
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	+
Utilities	-
Views	=
Overall Adjustment	-- \$46,667

This sale requires an upward adjustment for zoning and future land use development. Downward adjustments for location, site size and utilities are warranted. After adjustments, this sale indicates a price of less than \$46,667 per acre for the subject property.

Sale No. 10 is larger than the subject parcel and sold in October of 2014 for \$205,000. It contains 19.55 acres within close proximity to the subject property and northeast of the Colorado National Monument. It is within an established high-end neighborhood.



This sale is adjusted as follows:

Sale No.	No. 10
UNADJUSTED SALE PRICE	\$10,485
Improvements	n/a
Condition of Sale	=
Market Conditions	N/A
Financing	=
Location	-
Water Rights/Irrigation	=
Water Frontage	=
Site Size	++
Access	=
Ground Cover	=
Topography	=
Zoning/Future Land Use	+
Utilities	=
Views	=
Overall Adjustment	++ \$10,485

This sale requires a downward adjustment for location within the subdivision and an upward adjustment for site size and future development potential. After adjustments, this sale indicates a price of more than \$10,485 per acre.

Listing No. 11 is located just west of the subject property. It comprised of a total of 20.27 acres within three individual parcels. This parcel has similar access, physical attributes and market features as the subject. However, it is listed for sale, and has been on and off the market for years. The property is listed for \$15,688 per acre. This parcel has not sold, been under contract or transferred between ownerships over the past 10 years. Because the property has no sold, it does not indicate a confirmed and established market value. Thus, it is not further analyzed within this report. It is included as supportive evidence because it is located in close proximity to the subject.

**ADJUSTMENT GRID**

Sale No.	No. 6	No. 7	No. 8	No. 9	No. 10
UNADJUSTED PRICE	\$17,400	\$36,363	\$14,583	\$46,667	\$10,485
Improvements	n/a	n/a	n/a	n/a	n/a
Condition of Sale	=	=	=	=	=
Market Conditions	N/A	N/A	N/A	N/A	N/A
Financing	=	=	=	=	=
Location	=	-	=	-	-
Water Rights/Irrigation	=	=	=	=	=
Water Frontage	-	=	=	=	=
Site Size	--	--	--	-	++
Access	=	=	=	=	=
Ground Cover	=	=	=	=	=
Topography	=	=	=	=	=
Zoning/Future Land Use	+	+	=	+	+
Utilities	=	=	+	-	=
Views	=	=	+	=	=
Overall Adjustment	--	--	=	--	++
	\$17,400	\$36,363	\$14,583	\$46,667	\$10,485

**VALUE CONCLUSIONS - SUBJECT PARCEL NO. 2**

Subject Parcel No. 2 contains 11.83-acres on the south side of Monument Road. It has the potential to be developed into medium density residential development, however, the current market indicates a Highest and Best Use as one 11.83-acre house site. The sales range from 5.0 to 19.55 acres and vary from house sites within high-end residential subdivisions, to a house site just west of the subject, and a sale that included multiple parcels purchased for residential development.

The low end of the range is supported by Sale No. 10 at \$10,485 per acre. It is located southwest of the subject within an established subdivision. However it is nearly twice the size of the subject, and thus supports the low end of the range. Thus, the subject's 11.83 acres commands a price higher than indicated by this transaction, or more than \$10,485 per acre.

Sales 6, 7 and 9 support the upper end of the range. Sale No. 6 indicates the lowest unit price within this upper range. This is the parcel that is located on the north side of Broadway, but is similar to the subject in physical features, except for size. This parcel is one-half the size of the subject parcel. Due to the size, the subject commands a price less than indicated by this sale, or \$17,400 per acre.

Sale No. 8 is a 5.4-acre house located just west of the subject. Because of the size, the subject should command a price less than indicated by this sale. However, the subject has superior views and development potential, after all adjustments this sale

indicates a price similar to \$14,583 per acre for the subject's 11.83 acres.

Based on the previous analysis, Subject Parcel No. 2 commands a price within the established range. It does not command a value at the low end of the range due to the utilities and development potential. However, it does not command a price at the upper end of the range due to the size of the parcel. Thus, it commands a value within the middle of the range, and similar to a price established by Sale No. 8, or \$14,500 per acre. Applying \$14,500 per acre to Subject Parcel No. 2 indicates a fair market value of \$171,535, rounded to:

ONE HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED DOLLARS  
(\$171,500.00)  
\*\*\*\*\*



**ASSUMPTIONS AND LIMITING CONDITIONS**

The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. No warranty, however, is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. The distribution, if any, of the total valuation in this report between land and improvements applies only under that stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only the proper written qualification and only in its entirety.

13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

15. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea- formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.

QUALIFICATIONS OF R. ARNOLD BUTLER, MAI

PROFESSION: Independent Real Estate Appraiser and Real Estate Consultant from 1975 to present. President of Arnie Butler & Company from 1987 to the present. University of Northern Colorado, Bachelor of Science

GRADUATE: - Business Finance.

State of Colorado: Certified General Appraiser  
CG01313160, Expires 12/31/15  
State of Utah: Certified General Appraiser  
5479466-CG00, Expires 12/31/14

PROFESSIONAL DESIGNATIONS: MAI - Appraisal Institute

MEMBER OF: Appraisal Institute; International Right of Way Association, Past President Chapter 70, IR/WA ; Grand Junction Board of Realtors, Colorado and National Association of Realtors.

COURSES AND SEMINARS: Uniform Appraisal Standards for Federal Land Acquisitions, 09/27/06, American Society of Farm Managers & Rural Appraisers. Scope of Appraisal, 11/30/06, A.I., Topographical Map and Deed Plotter - Johnson Mapping 09/11/07, Advanced Conservation Easement Analysis, ASFMRA 10/03/08, Business Practice & Ethics- A.I. 10/11/08, USPAP Update - A.I. 12/27/08. Federal Agency Update, 02/13-15/09, IRWA/A.I., Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) ASFMRA 04/15-17/09. USPAP -7 hour update, A.I, 08/17/09. CCLT Conservation Easement appraisals and issues 03/15-16/10. State of Colorado-DORA, Conservation Easement required update 03/9/11. USPAP 7 Update A.I. 11/27/11. Partial Interest and Conservation Easement Appraisals, ASFMRA 04/30-05/02/12

APPRAISAL CLIENTS:

Alpine Banks	Animas Land Conservancy
Bank of Colorado	Colo State Highways -CDOT
Community Banks of Colorado	Centennial Banks
Community Hospital	Great Outdoors Colorado - GOCO
Community 1 <sup>st</sup> Banks	Paonia State Bank
Tri-County Electric	Mesa County Land Trust
Continental Oil Company	Mesa County Public Works
Denver & Rio Grande - Union Pacific RR	Enstrom's Candies
Exxon, Inc.	First Banks
Bank of America	Kinder Morgan Energy
Gunnison County	Holiday Inns
Ranchland Conservancy	
Mesa State College	Grand Valley National Bank



Grand Junction Housing Authority	Holy Family Foundation
Gunnison Bank & Trust	Bank of the West
U. S. Banks	New York Life Insurance
Olathe State Banks	Occidental Petroleum
Phoenix Federal S & L	Powderhorn Coal Company
Public Service Company/	Rocky Mountain Elk
Xcel Energy	Foundation
Black Canyon Land	Ducks Unlimited
Conservancy	
Rocky Mountain Health	St. Mary's Hospital
Maintenance (RMHMO)	
Texaco, Inc.	UNC Geotech
Umetco/Union Carbide	Vectra Banks
Weststar Banks	Yampa Valley Land Trust
San Juan Power	Tri-State Power
Wells Fargo	Garfield County Airport
Walker Field Airport	Laramie Energy
Oxy Permian	Grand Valley Power
Gunnison County Electric	Colorado Open Lands
Trust for Public Lands	Various individuals, attorneys, and lending institutions.

CITY	Grand Junction, Delta, Montrose, Gunnison, Rifle, Meeker, Rangely, Moab, Glenwood Springs, Palisade,
GOVERNMENTS:	Fruita, Durango, Telluride, and Steamboat Springs.
COUNTY	Mesa, Delta, Montrose, Ouray, San Miguel, San Juan,
GOVERNMENTS:	Gunnison, Garfield, Rio Blanco, Eagle, Routt
FEDERAL	Bureau of Reclamation, BLM, State of Colorado,
GOVERNMENTS:	Colorado State Parks, U.S. National Forest Service, Department of Energy, Colorado Division of Wildlife, Colorado State Land Board
WORK	All of Western Colorado and Grand County Utah.
LOCATIONS:	Including properties in Moffat, Routt, Rio Blanco, Eagle, Garfield, Mesa, Pitkin, Delta, Montrose, Gunnison, Hinsdale, Huerfano, San Miguel, Ouray, San Juan, La Plata, Dolores, Archuleta and Montezuma Counties, Colorado.

Qualified as expert of valuations in Denver, Eagle, Jefferson, Garfield, La Plata, Gunnison, Montrose, Ouray, San Miguel and Mesa County District Courts and Federal Bankruptcy Courts.

QUALIFICATIONS OF KORI S. SATTERFIELD

**PROFESSION:** Independent Real Estate Appraiser and Real Estate Consultant from 2010 to present. President of Black Diamond Appraisal from 2009 to the present.

**GRADUATE:** Mesa State College, Bachelor of Arts

**APPRAISAL LICENSE:** State of Colorado: Licensed Appraiser  
100031881, Expires 12/31/16

**ASSOCIATE MEMBER OF:** Appraisal Institute and American Society of Farm Managers and Rural Appraisers

**COURSES AND SEMINARS:** Conservation Easement and IRS Regulations - 2/06, Basic Appraisal Principles - 7/10/06, Scope of Work - 10/06, Business Ethics - 2/07, Conservation Excellence - 2/07, Valuation of Small Mixed Use Properties - 2/07, USPAP - 9/07, Conservation Easements and IRS Regulations - Update - 2/08, Residential Market Analysis and Highest and Best Use - 11/08, Conservation Easements - Update - 2/09, Appraiser Site Valuation and Cost Approach 3/09, Residential Sales Comparison Approach 4/09, Residential Report Writing and Case Studies - 4/09, ASFMRA: Conservation Easements - 10/09, USPAP - 7 hr Update - 2/10, Conservation Easement - Update - 2/10, HP12C Calculator - 9/10, Appraisal Curriculum Overview - Residential - 9/10, Conservation Easement Update - Division of Real Estate, State of Colorado - 3/11, General Appraiser Highest and Best Use - 10/11, General Appraiser: Sales Comparison Approach - 2/12, USPAP: 7-Hour Update - 4/12, Valuation of Conservation Easements and Other Partial Interests - 5/12, General Appraiser: Site Valuation and Cost Analysis - 8/12, USPAP: 7-Hour Updated - 1/14, General Appraiser Income Approach Part 1 - 2/14

**APPRAISAL CLIENTS:**

Alpine Bank	Great Outdoors Colorado - GOCO
Aspen Valley Land Trust	Laramie Energy
Rocky Mountain Elk Foundation	Colorado Open Lands
Ducks Unlimited	Garfield County Airport
Mesa Land Conservancy	Grand Valley National Bank
Montrose Bank	Trust for Public Lands
Colorado Cattleman's Land Trust	Delta Montrose Rural Electric Association
Oxy USA	Grand Valley Power
Colorado Open Lands	Black Canyon Land Conservancy
Public Service Company/Xcel Energy	Bank of the West
National Resource Conservation Service	Delta Montrose Electrical Association
Wells Fargo Bank	Various individuals, attorneys, and lending institutions.
Middle Park Land Trust	

**CITY GOVERNMENTS:** Grand Junction and Delta.

**COUNTY GOVERNMENTS:** Mesa and Delta Counties

**GOVERNMENTS:** Bureau of Reclamation, BLM, State of Colorado, Colorado State Parks and Wildlife, U.S. Forest Service, Colorado Division of Wildlife

**WORK LOCATIONS:** All of Western Colorado. Including properties in Eagle, Grand, Moffat, Routt, Garfield, Mesa, Delta and Montrose Counties, Colorado.

# CONTRACT FOR SALE OF REAL ESTATE

(Meens Property – Mesa County, Colorado)

*THIS CONTRACT FOR SALE OF REAL ESTATE* (the "Agreement") is entered into this 11 day of November, 2013, by and between **ROBERT F MEENS** and **JACQUELINE L MEENS**, as tenants in common as to Parcel 2945-211-00-072, whose address is 361 S. Redlands Road, Grand Junction, CO 81507; (facsimile number: NA); email address: NA (collectively, the "Seller") and the **MESA COUNTY LAND CONSERVANCY**, a Colorado nonprofit corporation (d/b/a Mesa Land Trust), 1006 Main Street, Grand Junction, Colorado, 81501 (facsimile number: 970-243-4135; email address: info@mesalandtrust.org) (the "Purchaser"). The following exhibits are attached hereto and made a part of this Agreement:

- Exhibit A - Description of Property
- Exhibit B - Affidavit of Non-foreign Status

## RECITALS:

- A. Seller is the owner of 13.72 acres of land, more or less, located in Mesa County, Colorado, as shown on the map attached as Exhibit A (known as Meens Property Site Map). A metes and bounds description will be substituted when the survey is completed prior to closing. Seller shall have no responsibility for survey costs.
- B. Seller wishes to sell and Purchaser wishes to purchase the Property on the terms and conditions provided herein.

## AGREEMENT:

The Parties agree as follows:

1. **PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, the Land, including, without limitation, any and all buildings, improvements, personalty and fixtures situated thereon, any and all surface or subsurface sand, gravel, oil, gas, or mineral rights, any and all appurtenant or associated water rights, including any and all surface and subsurface water, well, spring, reservoir, storage, domestic, irrigation, subirrigation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, any and all other permits, hereditaments, easements, recorded rights of access, historic rights of access, incidents and appurtenances belonging thereto (collectively, with the "Land", referred to as the "Property").
2. **EARNEST MONEY DEPOSIT.** Within seven (7) business days of the Effective Date of this Agreement Purchaser shall deliver the sum of Ten and



no/100s Dollars (\$10.00) (the "Deposit") in escrow with Abstract & Title Company of Mesa County, 609 25 Road, Suite 201, Grand Junction, CO 81505, telephone (970) 242-8234, facsimile (970) 241-4925 (the "Title Company") as escrow agent to be held in an interest bearing account. The Deposit shall become non-refundable in the event the conditions described herein for the benefit of the Purchaser are satisfied or are waived by the Purchaser, and the Contingencies described in Paragraph 8 are satisfied or are waived by the Purchaser. If and when Closing occurs, the Deposit shall be applied to the Purchase Price of the Property.

3. **PURCHASE PRICE; ADJUSTMENTS; APPRAISALS.** The Purchase Price for the Property shall be (a) two hundred five thousand, eight hundred and No/100s dollars, (\$205,800) (the "Purchase Price"), subject to the Purchaser's appraisal contingency described in Paragraph 3.1. At Closing, Purchaser shall pay the Purchase Price to the Seller in certified funds, or by wire transfer of federal or other immediately available funds.

3.1. Appraisal. The estimated fair market value of the Property shall be determined by an appraisal ("Appraised Value") to be completed prior to the end of the Inspection Period described herein (the "Property Appraisal"), which Property Appraisal must be approved by the Purchaser in its discretion. The Purchaser's obligation to purchase the Property is contingent upon the Property Appraisal determining that the Appraised Value of the Property is at least equal to the Purchase Price. At the time of Closing Seller shall reimburse to Purchaser the costs of the Property Appraisal; if Closing does not occur then the Purchaser shall be responsible for payment of cost of the Property Appraisal.

3.2. Bargain Sale if Appraised Value Exceeds Purchase Price. If the Appraised Value of the Property is greater than \$205,800, then Seller agrees that the Purchase Price shall be the bargain sale price of \$205,800. In such event, Purchaser acknowledges that it is Seller's intention to effectuate a "bargain sale" of the Property, i.e., a sale to a charitable organization at a price below fair market value wherein the difference is considered a charitable contribution under applicable sections of the Internal Revenue Code. Seller acknowledges that the substantiation of a charitable contribution deduction rests exclusively with Seller except for Purchaser's execution of an accurately, properly and fully prepared Internal Revenue Service Form 8283 which has been signed by Seller and Seller's appraiser, which contains a complete description of the property donated and the value of such donated property and which recites any consideration, goods or services which were received by Seller, including any quid pro quo, from any person or entity for or as a result the sale of the Property.

4. **CLOSING DATE.** The closing of the transaction contemplated hereunder (the "Closing") shall be held at the office of the Title Company on or before fourteen (14) days after the end of the Inspection Period, described below (the "Closing Date").
5. **SATISFACTORY INSPECTION AND REVIEW BY PURCHASER.** The Seller and Purchaser expressly covenant and agree that Purchaser's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period"), unless extended as provided herein, shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser that the Property is suitable for purchase; or (ii) Midnight, Mountain Time, May 1, 2014, provided that upon written notice given by Purchaser to Seller on or before May 1, 2014, Purchaser, in its discretion, may extend the Inspection Period to August 1, 2014, to allow time for Purchaser to complete its reviews and inspections and obtain funding as provided for herein.
- 5.1. **Documents.** Not later than ten (10) days after the Effective Date, Seller shall provide, at Seller's expense, to Purchaser: (a) a title commitment issued by the Title Company, together with legible copies of the deed or deeds by which the Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title and access to the Property as of the date of Closing in the amount of the Purchase Price; (b) a Certificate of Taxes Due or other documentation evidencing that all taxes owing on the Property have been paid in full; (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property; and (d) to the extent in Seller's possession, copies of any surveys or maps of the Land, and studies and reports regarding the soils or water on or under the Land.
- 5.2. **Due Diligence; Inspection; Right of Entry.** Purchaser shall have the right to enter upon the Property at reasonable times for surveying, mapping, physical and environmental inspection, conducting an appraisal and other reasonable purposes related to the transaction contemplated hereunder. Purchaser hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser or Purchaser's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of Seller.

5.3. Closing Documents. During the Inspection Period the parties shall agree upon the form of the Closing Documents described in Paragraph 7, below, each in their reasonable discretion.

6. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period and prior to Closing, Purchaser may make the above-described physical and environmental inspections, applications, reviews, review of title, studies, appraisals, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property and the availability of funding (collectively, the "Condition of Property") for purchase. Should, for any or no reason and in its sole discretion, Purchaser not be satisfied that the Property is acceptable or suitable, Purchaser shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall be considered null and void and of no further force and effect and the Deposit shall be promptly returned to Purchaser; provided, however, if the objections of Purchaser are to title or other defects which Seller can reasonably cure within a twenty (20) day period following the receipt of notice from Purchaser, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser. Purchaser shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase, as required above.

7. **CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Purchaser or its assigns a good and sufficient general warranty deed in a form acceptable to Purchaser, conveying good marketable and insurable title to the Property, including access to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser during the Inspection Period.

8. **CONDITION OF THE PROPERTY, SELLER REPRESENTATIONS.** As of the date of this Agreement and as of the date of Closing, Seller warrants and represents the following:

8.1. Seller is the record owner of the Property, including specifically, without limitation, the sand, gravel and minerals, to be conveyed hereunder. Upon the Closing Date, Purchaser will have good and marketable title to the Property, including insurable access to all portions of the Property.



- 8.2. There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of the Seller to fulfill its obligations under this Agreement. Seller shall provide copies of any notices, actions, suits, proceedings, investigations of any type affecting the Property, including, without limitation, any notices affecting the taxation, assessment, assessment classification, zoning, or permitted uses of the Property received at any time prior to or after closing.
- 8.3. To the best of Seller's knowledge, Seller is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- 8.4. Other than this Agreement, Seller is not party to nor subject to or bound by any agreement, contract or lease of any kind relating to the Property. There are no rights of possession to the Property or options or rights of first refusal in third parties, nor rights of access across the Property by third parties.
- 8.5. To the best of Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to closing date for the purpose of generating manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, petroleum products, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.*, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter

in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws and any materials or substances including petroleum products as defined in ASTM Standard E 1527-05. To the best of Seller's knowledge there are no underground storage tanks situated in the Property; to the best of Seller's knowledge no such tanks been previously situated thereon.

8.6. No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.

8.7. Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.

**9. PURCHASER REPRESENTATIONS.**

9.1. Purchaser is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Purchaser in accordance with its terms.

9.2. Purchaser will make good faith efforts to obtain commitments for funding sufficient to complete this transaction, and believes such funding will be available, subject to the review and approval by the Funders (described in Paragraph 18, herein), each in their sole discretion, of the Condition of Property, the terms of any conservation easement that may encumber the Property, and the other requirements of each Funder for providing funding for this transaction.

**10. CONDITION OF PROPERTY, LIABILITY.** Seller has made certain representations and warranties concerning the Property and its condition. During the Inspection Period the Purchaser has the right to inspect the condition of the Property. However, without regard to any inspections made by the Purchaser, nothing in this contract shall relieve either party of liability for misrepresentation, breach of warranty or failure to reasonably inspect the condition of the Property.

**11. TAXES.** Seller shall pay all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts), for the Property for the current year and all years prior to Closing. At Closing real property taxes and assessments and other taxes and assessments shall be prorated as of the date of Closing based on the most recent ascertainable tax bill or the current assessment of the Property.

**12. PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing.

that no timber, crops, sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that Seller agrees that it shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. In the event that Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit plus all accrued interest shall be refunded; or alternatively it may elect to accept the conveyance of title to the Property with a price adjustment for the change in circumstances, and/or maintain an action against the Seller for damages.

13. **COSTS AND FEES.** Closing fees shall be paid equally by the Parties. The premium for the title insurance policy for the Property described above shall be paid by Seller. Per page recording costs for the deed to Purchaser and any documentary fees, shall be paid by Purchaser; all other recording costs and documentary fees shall be paid by Seller.

14. **SPECIFIC PERFORMANCE, DAMAGES; DEFAULT.**

14.1. Seller's Remedies. If Purchaser shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Seller, Seller may elect, at Seller's sole option: (i) To terminate this Agreement and be released from its obligations hereunder, in which event the Deposit shall be returned to Purchaser; or (ii) To proceed against Purchaser for specific performance of this Agreement. In either event, and in the event of any other violation of the terms of this Agreement, Seller shall have the right to seek and recover from Purchaser all damages suffered by Seller as a result of Purchaser's default in the performance of its obligations hereunder

14.2. Purchaser's Remedies. If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect, at Purchaser's sole option: (i) To terminate this Agreement and be released from its obligations hereunder, in which event the Deposit shall be returned to Purchaser; or (ii) To proceed against Seller for specific performance of this Agreement. In either event, and in the event of any other violation of the terms of this Agreement, Purchaser shall have the right to seek and recover from Seller all damages suffered by Purchaser as a result of Seller's default in the performance of its obligations hereunder.

15. **NOTICES.** All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, or sent by telecopier or email, or sent by Federal Express or other courier for delivery at the soonest possible time offered by such courier, directed as follows:



If to Seller:

at the address, fax number or email address shown above

If to Purchaser:

at the address, fax number or email address shown above

16. MISCELLANEOUS.

- 16.1. Broker's Commission. Seller and Purchaser each represents to the other that they have not contracted with any broker or finder with regard to this transaction. Each party agrees to indemnify, defend and hold harmless the other from and against any and all liability, claims, demands, damages and costs of any kind arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in connection with such person's conduct respecting this transaction except as set forth herein.
- 16.2. Certificate. Mesa Land Trust is an organization described in Section 501(c)(3) of the Internal Revenue Code and as such it is required to file certain reports pertaining to the purchase or sale of the Property with the Internal Revenue Service. Seller represents that its federal tax identification or social security number is 572-64-6312 and authorizes the Title Company to release to Purchaser any tax identification or transaction information as is requested by Purchaser for such reporting. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Certificate of Non-Foreign Status in the form attached to this Agreement as Exhibit "B". Seller hereby declares and represents to Purchaser that it is not a "foreign person" for purposes of withholding of federal tax as described in such Certificate.
- 16.3. Assigns. Purchaser may assign this contract in whole or in part, and its rights as Purchaser hereunder including those to the Deposit by written assignment to a governmental entity, or an organization described under Section 501(c)(3) of the Internal Revenue Code ("Assignee") wherein the Assignee assumes the obligations of Purchaser hereunder. Purchaser may require that the Property be directly deeded by the Seller to the City of Grand Junction or to the Assignee.
- 16.4. Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, executors, administrators, successors and assigns.
- 16.5. Exhibits. The exhibits hereto constitute an integral part of this Agreement and are hereby incorporated herein.
- 16.6. Counterparts; Facsimile Signatures. This Agreement may be executed in

counterparts, all of which shall constitute one agreement which shall be binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the original or the same counterpart. Signatures may be evidenced by facsimile transmission and at the request of any party documents with original signatures shall be provided to the other party.

- 16.7. Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 16.8. Entire Agreement. This Agreement represents the entire agreement of the Parties and may not be amended except by a writing signed by each party thereto.
- 16.9. Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- 16.10. Merger. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall survive the Closing.
- 16.11. Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement. In the event of termination of this Agreement by Purchaser, as provided herein, Seller shall promptly execute such documents as are reasonably required by the Title Company and by the Purchaser for return of the Deposit to Purchaser.
- 16.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for resolution of any dispute shall be Mesa County, Colorado.
- 16.13. Offer. When signed and delivered to the Seller by Purchaser, this Agreement will constitute an offer to the Seller that can be accepted only by the Seller signing and delivering to Purchaser an executed original of this Agreement on or before (but not after) December 1<sup>st</sup>, 2013. Purchaser may withdraw such offer in writing at any time prior to its acceptance.
- 16.14. Labor and Material. Seller shall deliver to Purchaser at Closing an affidavit, on a form acceptable to the Title Company and to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to the Title Company and to Purchaser an affidavit signed by Seller and the person or persons furnishing the labor or materials that the costs thereof have been paid.

- 16.15. 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.
- 16.16. Attorney Fees. In the event of arbitration or litigation arising out of this Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.
17. **SATURDAYS, SUNDAYS, HOLIDAYS**. If the final date of any time period of limitation set out in any provision of this agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state of Colorado, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
18. **PURCHASER'S CONTINGENCIES**. Specific contingencies to Purchaser's obligation to perform hereunder are (1) the Purchaser being satisfied with the Condition of the Property, and that the Property has an appraised fair market at least equal to the Purchase Price, as determined by Purchaser in its sole discretion, prior to the end of the Inspection Period; (2) Purchaser receiving approval of this transaction and funding from its funders (the "Funders"), as determined by Purchaser, in its sole discretion, at any time prior to Closing; and (3) there being no unacceptable change in the Condition of Property after the end of the Inspection Period and prior to Closing, as determined by Purchaser and Funders each in their discretion. If any such contingency is not met or waived by the Purchaser, without regard to whether the Purchaser has otherwise accepted the condition of the Property, then this Contract shall be null and void, and the Deposit shall be returned to the Purchaser.
19. **EFFECTIVE DATE**. The Effective Date of this Agreement shall be the last date signed by either party.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SELLER

ROBERT F MEENS

  
\_\_\_\_\_  
Robert Meens

Date: 11/11/13

JACQUELINE L MEENS

  
\_\_\_\_\_  
Jacqueline Meens

Date: NOV. 12, 2013

PURCHASER

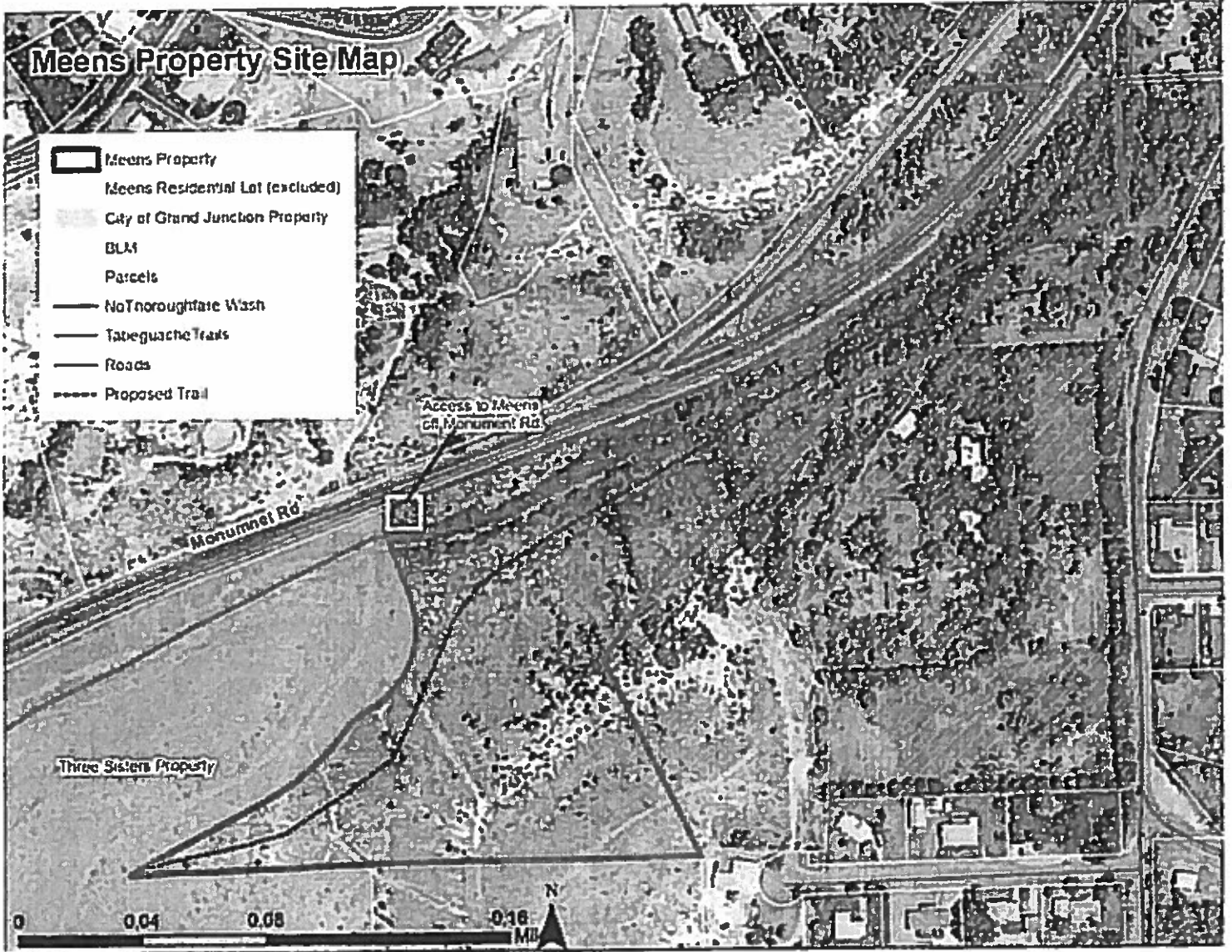
Mesa County Land Conservancy, d/b/a MESA LAND TRUST  
a Colorado non-profit corporation

By:   
\_\_\_\_\_

Title: Executive Director

Date: Nov 20, 2013

EXHIBIT "A"  
MEENS PROPERTY SITE MAP  
(Page 1 of 2)



**EXHIBIT A**  
**(Page 2 of 2)**



**EXHIBIT "B"**  
**AFFIDAVIT OF NON-FOREIGN STATUS**

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform MESA COUNTY LAND CONSERVANCY, d/b/a MESA LAND TRUST (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, more particularly described in the Contract for Sale of Real Estate annexed hereto Robert F. Meens and Jacqueline L. Meens (the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation.
2. Transferor's tax identification number is: (Robert F Meens) 572-64-6372
3. Transferor's tax identification number is: (Jacqueline L Meens) 226-62-2987
4. Transferor's principal business address is:
5. The gross sales price of this transfer is: \$205,800.00
6. Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this certification and, to the best of Transferor's knowledge and belief, it is true, correct and complete.

TRANSFEROR:

[Signature]  
Robert F Meens

Jacqueline L. Meens  
Jacqueline L Meens

STATE OF COLORADO     )  
  ) ss:  
COUNTY OF MESA     )

SUBSCRIBED, sworn to and acknowledged before me by Robert F Meens and Jacqueline L Meens, as SELLER and TRANSFEROR, who acknowledged the foregoing AFFIDAVIT OF NON-FOREIGN STATUS on this 11th day of November, 2013.

[Signature]  
Notary Public  
My commission expires: 04-28-17

BARBARA O'CONNOR  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20054015534  
My Commission Expires April 28, 2017

**Abstract & Title Company of Mesa County**  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Phone: 970-242-8234  
Fax: 970-241-4925

**Transmittal Information**

Date: 08/15/2013  
File No: 1479CEM  
Property Address: 2475 Monument Road, Grand Junction, CO 81507  
Buyer\Borrower: Mesa County Land Conservancy, Inc., a Colorado Nonprofit Corporation doing business as Mesa Land Trust  
Seller: Robert F. Meens and Jacqueline L. Meens

---

For changes and updates please contact your Escrow or Title officer(s):

**Escrow Officer:**  
Diane Hagen  
Abstract & Title Company of Mesa County  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Phone: 970-242-8234  
Fax: 970-241-4925  
E-Mail: [diane@abstracttitle.biz](mailto:diane@abstracttitle.biz)  
Processor: Rebecca Mattivi  
E-Mail: [rebecca@abstracttitle.biz](mailto:rebecca@abstracttitle.biz)

**Title Officer:**  
Cindy Osborn  
Abstract & Title Company of Mesa County  
605 25 Road, Suite 201  
Grand Junction, CO 81505  
Phone: 970-242-8234  
Fax: 970-241-4925

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**Copies Sent to:**

**Buyer:**  
Mesa County Land Conservancy, Inc., a Colorado Nonprofit Corporation doing business as Mesa Land Trust  
1006 Main Street  
Grand Junction,, CO 81501

**Seller:**  
Robert F. Meens and Jacqueline L. Meens  
361 S Redlands Road  
Grand Junction, CO 81507-1768

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Phone: Fax:**  
**Attn:**  
**Email:**

Changes: Update  
Thank you for using Abstract & Title Company of Mesa County



ALTA Commitment Form (6-17-06)  
COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
**WESTCOR LAND  
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Abstract & Title Company of Mesa  
County

605 25 Road, Suite 201  
Grand Junction, CO 81505  
Phone: 970-242-8234

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE  
201 N. New York Avenue, Suite 200  
Winter Park, Florida 32789  
Telephone: (407) 629-5842



*Mary O'Connell*  
President  
*Richard J. ...*  
Secretary



## CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

**Abstract & Title Company of Mesa County**  
As agent for  
**Westcor Land Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: August 14, 2013 at 7:00 am

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$100,000.00

Proposed Insured: Mesa County Land Conservancy, Inc., a Colorado Nonprofit Corporation doing business as Mesa Land Trust

B. ALTA 2006 LOAN POLICY

Proposed Insured:

<i>zChurches/NonProfit-Owners</i>	\$	337.00
<i>Delete Except. 1-4(Owner) End</i>	\$	10.00
<i>110.1 Deleting Exceptions End</i>	\$	Included
<hr/>		
Total:	\$	347.00

3. The estate or interest in the land described in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

**Robert F. Meens and Jacqueline L. Meens as Tenants in Common**

4. The land referred to in the Commitment is situate in the county of Mesa, State of Colorado and is described as follows:

**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: 2475 Monument Road, Grand Junction, CO 81507

Countersigned  
Abstract & Title Company of Mesa County

By: 

---

Scott Williams

EXHIBIT "A"

A CONSERVATION EASEMENT OVER AND ACROSS THE FOLLOWING PROPERTY:

A parcel of land situated in the South half of the Northeast Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings herein relative thereto;  
thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast;  
thence 18.93 feet Northeasterly along the arc of said curve, through a central angle of 6°51'46" and a chord bearing North 59°29'34" East a distance of 18.91 feet;  
thence North 62°55'27" East tangent to said curve a distance of 241.04 feet;  
thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51" and a chord bearing North 50°21'01" East a distance of 181.56 feet to a point of reverse curvature;  
thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57" and a chord bearing North 50°30'04" East a distance of 56.39 feet to a point of reverse curvature;  
thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06" and a chord bearing North 22°10'30" East a distance of 205.56 feet;  
thence North 18°52'33" West tangent to said curve a distance of 128.01 feet;  
thence North 26°07'27" East a distance of 42.43 feet;  
thence North 19°02'10" West a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30;  
thence along said centerline the following two (2) courses:  
1. North 70°57'50" East a distance of 157.58 feet;  
2. North 64°32'50" East a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17;  
thence along said right-of-way the following three (3) courses:  
1. South 25°19'17" East a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;  
2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51" and a chord bearing North 53°13'18" East a distance of 292.44 feet;  
3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;  
thence along said North line North 89°16'43" East a distance of 304.00 feet to Mesa County Survey Marker for the North Sixteenth corner on the East line of said Section 21;  
thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21 South 00°05'29" East a distance of 216.02 feet;  
thence South 68°39'23" West a distance of 207.07 feet;  
thence South 36°49'52" West a distance of 411.11 feet;  
thence South 28°24'55" West a distance of 285.27 feet;  
thence South 16°43'55" East a distance of 182.53 feet;  
thence South 03°41'40" West a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast



**Quarter of said Section 21;  
thence along said South line North 89°46'48" West a distance of 17.07 feet;  
thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19" and  
a chord bearing North 89°46'48" West a distance of 90.00 feet to the South line of the Southeast quarter of the Northeast Quarter of said Section 21;  
thence along said South line North 89°46'48" West a distance of 680.21 feet to the point of beginning.**

**EXCEPTING that right-of-way described in Book 947 at Page 530.**

## Westcor Land Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: August 14, 2013 at 7:00am

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed of Conservation Easement from : Robert F. Meens and Jacqueline L. Meens  
to : Mesa County Land Conservancy, Inc., a Colorado Nonprofit  
Corporation doing business as Mesa Land Trust**

**NOTE: Statement of Authority for the Mesa County Land Conservancy, Inc., a Colorado Nonprofit Corporation doing business as Mesa Land Trust recorded July 7, 2011 at Reception No. 2577741 discloses Miriam Blozovich as President, Max D. Stites as Vice-President, Barbara Chamberlin as Secretary and Marvin Sublette as Treasurer, authorized to execute on behalf of said entity which is NOT LIMITED.**

## Westcor Land Title Insurance Company

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: August 14, 2013 at 7:00am

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded December 27, 1895 at Reception No. 22552.
10. Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded December 27, 1895 at Reception No. 22552.
11. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded September 8, 1908 at Reception No. 71972.



12. **Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded September 8, 1908 at Reception No. 71972.**
13. **Right of way, whether in fee or easement only, as granted to Ute Water Conservancy District by instrument recorded July 19, 1963 at Reception No. 844674, as set forth on the sheet attached hereto.**
14. **Right of way for road purposes, whether in fee or easement only, as granted to County of Mesa by instrument recorded June 16, 1970 at Reception No. 989561, as set forth on the sheet attached hereto.**
15. **Right of way, including the terms and conditions thereof, as contained in Public Road Easement recorded December 31, 1979 at Reception No. 1212028, as set forth on the sheet attached hereto, insofar as it affects subject property.**
16. **Terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded December 4, 2002 at Reception No. 2091007.**
17. **The effect, if any, of Public Road right-of-way as shown in Road Petition Book 2 at Page 134, File Number 216 and as recorded January 18, 2007 at Reception No. 2359614.**
18. **Any and all rights of way for Glade Park Road.**
19. **Any and all rights of way for Random Hills Lane.**
20. **Any and all rights-of-way for Monument Road.**

**NOTE: EXCEPTION 4 WILL NOT APPEAR IN THE OWNERS POLICY TO BE ISSUED HEREUNDER, upon receipt of a signed Final Affidavit and Agreement and Mechanic's Lien Affidavit.**

**Item 3 (e) under Exclusions from Coverage will be deleted from the Owners Policy to be issued hereunder with the Alta 110.1 Endorsement.**

**NOTE: If Schedule B of your commitment for an owner's title policy reflects an exception for mineral interests or leases, pursuant to CRS 10-11-123 (HB 01-1088), this is to advise:**

**(a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**

**(b) That such a mineral estate may include the right to enter and use the property without the surface owner's permission.**

**NOTE:** The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

## Abstract & Title Company of Mesa County

Commitment No. 1479CEM

### Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.



**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Abstract & Title Company of Mesa County**

Westcor Land Title Insurance Company ("WLTIC") and Abstract & Title Company of Mesa County value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and Abstract & Title Company of Mesa County take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

**Information Sharing**

Generally, neither WLTIC nor Abstract & Title Company of Mesa County shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or Abstract & Title Company of Mesa County may share nonpublic personal information as permitted by law with entities with whom WLTIC or Abstract & Title Company of Mesa County has a joint marketing agreement. Entities with whom WLTIC or Abstract & Title Company of Mesa County have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and Abstract & Title Company of Mesa County use to protect this information and to use the information for lawful purposes. WLTIC or Abstract & Title Company of Mesa County, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC and Abstract & Title Company of Mesa County, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)*

ISSUED BY  
**WESTCOR LAND TITLE INSURANCE COMPANY**

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**Westcor**

**NOTICE TO PROSPECTIVE INSURED OWNER:**

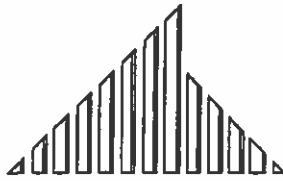
Re: Mechanic's Lien and Gap Protection

This is to advise that Westcor Land Title Insurance Company makes available to its prospective insured owners, in conjunction with their Westcor Land Title Insurance policy covering a single family residence, including a condominium or townhouse unit, protection against mechanic's liens. This protection is not automatic nor given in all cases, but is subject to the Company's underwriting requirements, and does not cover those liens which arise out of work contracted for or entered into at the request of the insured owner.

These underwriting requirements include, but may not be limited to, the following:

1. Receipt by the Company of agreement(s) indemnifying it for any loss resulting from its granting of lien protection, executed by the seller, contractor or others who might have incurred debts which could result in mechanic's liens;
2. Information concerning the solvency and whereabouts of the parties set forth in item No. 1, possibly including financial statements;
3. Evidence of payment of any bills which might have been incurred for work done on the property, depending upon the length of time elapsed since the last work was completed and what remains to be done;
4. In the event of extensive recent construction, whether on all of the improvement upon the property or not, additional items required may include: (a) the Company's review of the owner's and/or builders history relative to construction projects previously completed or presently under construction; (b) review of the construction loan agreement, if applicable; (c) review of any performance or materialmen's bonds concerning this construction, if applicable; (d) payment of the appropriate charge for mechanic's lien protection during construction, if applicable.

This is also to advise that, pursuant to Regulation of the Colorado Insurance Commissioner, every title entity shall be responsible for all matters which appear of record prior to the time of recording, and subsequent to the effective date of the commitment, whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed. This does not include those matters created, suffered, assumed or agreed to by the insured. The prospective insured is advised to inquire of the closing entity as to whether it is an office of Westcor Land Title, or is an independent agent which will be the responsible entity relative to the closing only.



**ABSTRACT & TITLE CO.  
OF MESA COUNTY, INC.**

605 25 Rd, Suite 201, P.O. Box 3738, Grand Junction, CO 81501 PH 970-242-8234 FAX 970-241-4925

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\*\*\*\*\* **PLEASE NOTE !!!!** \*\*\*\*\*  
**ACCOUNT NUMBER HAS CHANGED AS OF 6/6/2012**

**WIRING INSTRUCTIONS**

When wiring funds to **Abstract & Title Company of Mesa County, 605 25 Road, Suite 201, CO 81505**, please provide the following information to the bank that will wire the funds.

**Wire Funds To:**

**Timberline Bank  
633 24 Road  
Grand Junction, CO 81505  
Phone: (970) 683-5560**

**ABA #: 102107063**

For final credit of: **Abstract & Title Co. - Trust Electronic**  
**Account No.: 1010023156**

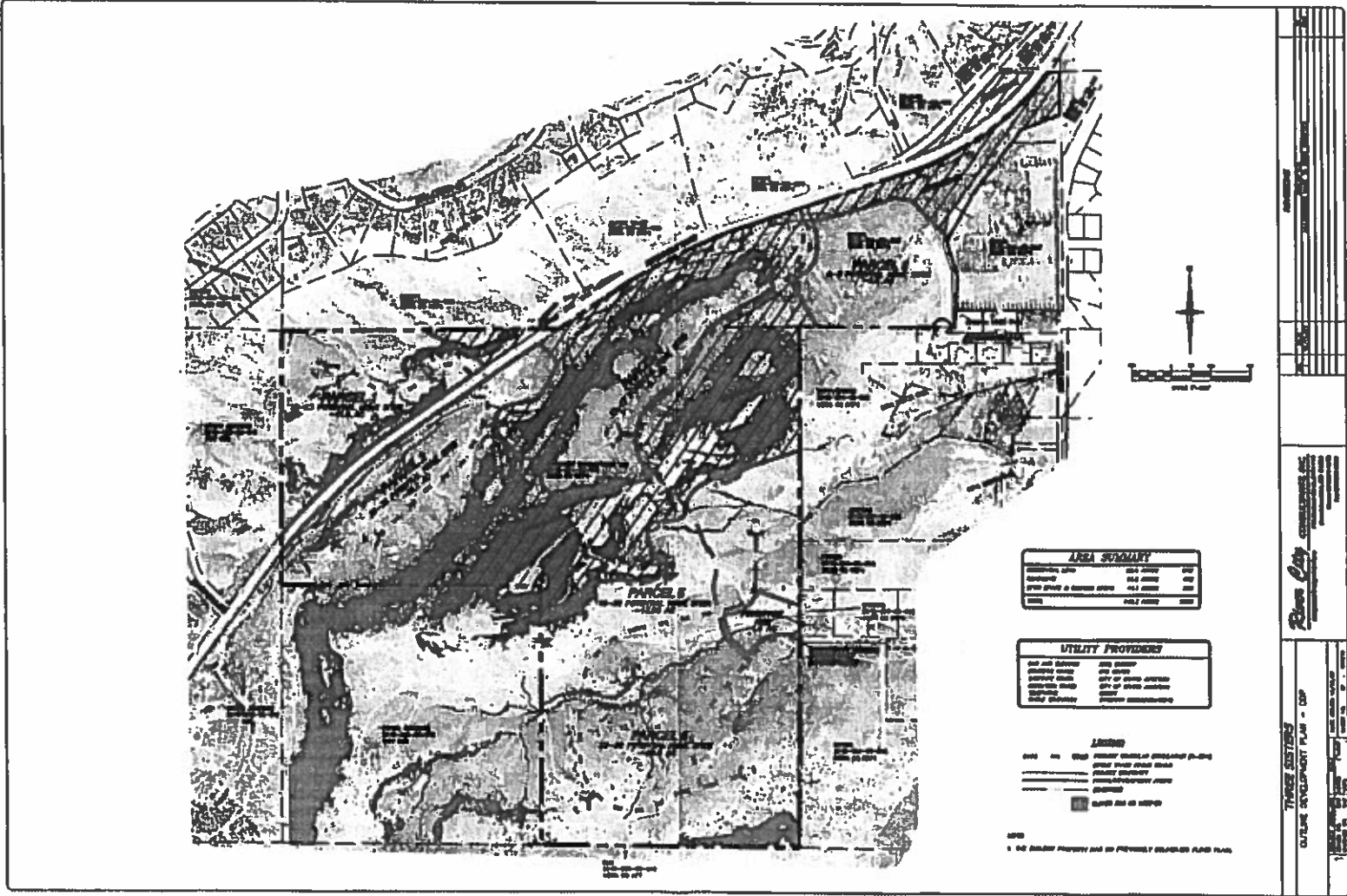
Reference: 1479CEM

Amount to be wired: \$ \_\_\_\_\_

If there are any questions regarding these instructions, please contact a closing officer or closing assistant at **Abstract & Title Company of Mesa County**.

**Telephone: 970-242-8234**  
**Facsimile: 970-241-4925**

EXHIBIT A



**AREA SUMMARY**

Site Area	10.0 acres
Water Area	0.5 acres
Other Area	0.5 acres
Total Area	11.0 acres

**UTILITY PROVIDERS**

Water	City of River City
Sewer	City of River City
Gas	City of River City
Electric	City of River City

**LEGEND**

--- 10' WIDE UNPAVED DRIVEWAY (10'-0" WIDE)

--- 15' WIDE UNPAVED DRIVEWAY (15'-0" WIDE)

--- 20' WIDE UNPAVED DRIVEWAY (20'-0" WIDE)

--- 25' WIDE UNPAVED DRIVEWAY (25'-0" WIDE)

--- 30' WIDE UNPAVED DRIVEWAY (30'-0" WIDE)

--- 35' WIDE UNPAVED DRIVEWAY (35'-0" WIDE)

--- 40' WIDE UNPAVED DRIVEWAY (40'-0" WIDE)

--- 45' WIDE UNPAVED DRIVEWAY (45'-0" WIDE)

--- 50' WIDE UNPAVED DRIVEWAY (50'-0" WIDE)

--- 55' WIDE UNPAVED DRIVEWAY (55'-0" WIDE)

--- 60' WIDE UNPAVED DRIVEWAY (60'-0" WIDE)

--- 65' WIDE UNPAVED DRIVEWAY (65'-0" WIDE)

--- 70' WIDE UNPAVED DRIVEWAY (70'-0" WIDE)

--- 75' WIDE UNPAVED DRIVEWAY (75'-0" WIDE)

--- 80' WIDE UNPAVED DRIVEWAY (80'-0" WIDE)

--- 85' WIDE UNPAVED DRIVEWAY (85'-0" WIDE)

--- 90' WIDE UNPAVED DRIVEWAY (90'-0" WIDE)

--- 95' WIDE UNPAVED DRIVEWAY (95'-0" WIDE)

--- 100' WIDE UNPAVED DRIVEWAY (100'-0" WIDE)

--- 105' WIDE UNPAVED DRIVEWAY (105'-0" WIDE)

--- 110' WIDE UNPAVED DRIVEWAY (110'-0" WIDE)

--- 115' WIDE UNPAVED DRIVEWAY (115'-0" WIDE)

--- 120' WIDE UNPAVED DRIVEWAY (120'-0" WIDE)

--- 125' WIDE UNPAVED DRIVEWAY (125'-0" WIDE)

--- 130' WIDE UNPAVED DRIVEWAY (130'-0" WIDE)

--- 135' WIDE UNPAVED DRIVEWAY (135'-0" WIDE)

--- 140' WIDE UNPAVED DRIVEWAY (140'-0" WIDE)

--- 145' WIDE UNPAVED DRIVEWAY (145'-0" WIDE)

--- 150' WIDE UNPAVED DRIVEWAY (150'-0" WIDE)

--- 155' WIDE UNPAVED DRIVEWAY (155'-0" WIDE)

--- 160' WIDE UNPAVED DRIVEWAY (160'-0" WIDE)

--- 165' WIDE UNPAVED DRIVEWAY (165'-0" WIDE)

--- 170' WIDE UNPAVED DRIVEWAY (170'-0" WIDE)

--- 175' WIDE UNPAVED DRIVEWAY (175'-0" WIDE)

--- 180' WIDE UNPAVED DRIVEWAY (180'-0" WIDE)

--- 185' WIDE UNPAVED DRIVEWAY (185'-0" WIDE)

--- 190' WIDE UNPAVED DRIVEWAY (190'-0" WIDE)

--- 195' WIDE UNPAVED DRIVEWAY (195'-0" WIDE)

--- 200' WIDE UNPAVED DRIVEWAY (200'-0" WIDE)

**River City COMMUNITY DEVELOPMENT DEPARTMENT**

**TRUCKS SYSTEMS**

**CULBERT DEVELOPMENT PLAN - CDP**

DATE: 11/15/00

SCALE: 1" = 40'

PROJECT NO: 00-000

DRAWN BY: [Name]

CHECKED BY: [Name]



To access the Agenda and Backup Materials electronically, go to [www.qicity.org](http://www.qicity.org)



**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
WEDNESDAY, FEBRUARY 20, 2008, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance  
Invocation—Leslie McAnich, Christ Center

**Appointment**

Alternate Board Member to the Forestry Board

**Citizen Comments**

**\*\*\* CONSENT CALENDAR \*\*\*®**

**1. Minutes of Previous Meetings Attach 1**

*Action: Approve the Minutes of the February 4, 2008 and February 6, 2008 Regular Meetings*

**2. Construction Contract for 23 Road Sewer Improvement District Project Attach 2**

The Mesa County Commissioners are scheduled to create the 23 Road Sewer Improvement District February 25, 2008. The 23 Road Sewer Improvement District project will allow for the elimination of septic systems by installing a 10" and 6" sanitary sewer line along 23 Road, Hwy 340, and South Broadway.

*Action: Authorize the City Manager to Execute a Construction Contract for the 23 Road Sewer Improvement District with M.A. Concrete Construction Inc., in the*

\*\*\* Indicates New Item

® Requires Roll Call Vote

*Amount of \$411,610.98 Contingent on the Formation of the Sewer Improvement District by Mesa County Commissioners on February 25, 2008*

Staff presentation: Tim Moore, Public Works and Planning Director

3. **Setting a Hearing on the Holbrook Annexation, Located at 2525 D Road [File #ANX-2007-361]** **Attach 3**

Request to annex 14.29 acres, located at 2525 D Road. The Holbrook Annexation consists of 1 parcel, includes portions of the Monument Road and D Road rights-of-way, and is a 4 part serial annexation.

**a. Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 16-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Holbrook Annexations No. 1, 2, 3, and 4, Located at 2525 D Road and Including Portions of the Monument Road and D Road Rights-of-Way

@Action: *Adopt Resolution No. 16-08*

**b. Setting a Hearing on Proposed Ordinances**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 1, Approximately 0.01 Acres, Located Within the Monument Road and D Road Rights-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 2, Approximately 0.02 Acres, Located Within the D Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 3, Approximately 0.58 Acres, Located at 2525 D Road and Including a Portion of the D Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 4, Approximately 13.68 Acres, Located at 2525 D Road

Action: *Introduction of Proposed Ordinances and Set a Hearing for March 31, 2008*

Staff presentation: Senta L. Costello, Associate Planner

4. **Setting a Hearing on the Ford Annexation, Located at 2036 Broadway** [File #ANX-2007-375] **Attach 4**

Request to annex 4.06 acres, located at 2036 Broadway. The Ford Annexation consists of 1 parcel of land.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 22-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Ford Annexation, Located at 2036 Broadway Including Portions of the Broadway (Highway 340) Right-of-Way

Action: *Adopt Resolution No. 22-08*

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ford Annexation, Approximately 4.06 Acres, Located at 2036 Broadway Including Portions of the Broadway (Highway 340) Right-of-Way

Action: *Introduction of Proposed Ordinance and Set a Hearing for April 2, 2008*

Staff presentation: Scott D. Peterson, Senior Planner

5. **Setting a Hearing on Rezoning Properties Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive** [File #PP-2006-251] **Attach 5**

A request to rezone 10.3 acres located at the southeast corner of 28 ¼ Road and Grand Falls Drive from PD, Planned Development, to R-8, Residential – 8 units/acre Zoning District.

Proposed Ordinance Rezoning an Area of Land from PD, Planned Development, to R-8, Residential – 8 Units/Acre Zoning District, Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive

Action: *Introduction of Proposed Ordinance and Set a Hearing for March 5, 2008*

Staff presentation: Scott D. Peterson, Senior Planner

6. **GOCO Grant Application for Canyon View Park** **Attach 6**

The City of Grand Junction is prepared to apply for the \$200,000 GOCO Local Parks and Outdoor Recreation Grant for Canyon View Park. The resolution 1) authorizes the submittal of the application and 2) indicates property ownership and the willingness to accept the maintenance responsibilities for the development.

Resolution No. 23-08—A Resolution Supporting and Authorizing the Submittal of a Grant Application between Great Outdoors Colorado (GOCO) and the City of Grand Junction for the Continuation of the Development of Canyon View Park

Action: *Adopt Resolution No. 23-08*

Staff presentation: Joe Stevens, Parks and Recreation Director

7. **Contract for Water Slide Replacement at Lincoln Park-Moyer Pool** **Attach 7**

This approval request is for the award of a contract for the design and installation of the replacement slide flume at Lincoln Park-Moyer Swimming Pool.

Action: *Authorize the City Purchasing Division to Enter into a Contract with Churchich Recreation, LLC to Complete the Design and Installation of a New Water Slide at Lincoln Park-Moyer Swimming Pool in the Amount of \$371,608*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Joe Stevens, Parks and Recreation Director

8. **Contract for Enterprise Network Switch Equipment** **Attach 8**

Purchase network switching equipment and related professional services as part of the City's ongoing network equipment maintenance program. The proposed replacement equipment will upgrade the network backbone switching equipment to high speed, intelligent capacity.



*Action: Authorize the City Purchasing Division to Sole Source Network Switching Equipment and Professional Installation Services from Information Systems Consulting, Inc. (ISC) Located in Centennial, CO for a Total Price of \$437,130.70*

Staff presentation: Jim Finlayson, Information Systems Manager

9. **Setting a Hearing on Amending the City Parking Code** **Attach 9**

Amendments are needed to the Parking Code to prohibit parking in planting strips and outside designated spaces.

Proposed Ordinance Adopting Amendments to Chapter 36, Sections 36-17 and 36-33 of the City of Grand Junction Code of Ordinances Relating to the Parking Code as well as Adopting a New Section 36-38

*Action: Introduction of Proposed Ordinance and Set a Hearing for March 5, 2008*

Staff presentation: John Shaver, City Attorney

10. **Setting a Hearing on Amending the City Code Regarding Municipal Court Jurisdiction Over Theft Crimes of Less than \$1,000** **Attach 10**

Pursuant to a change in state law, a municipal court is authorized to take jurisdiction over theft crimes involving items less than \$1,000. The current City ordinance (GJCO §24-7) authorizes the Grand Junction Municipal Court jurisdiction over theft in an amount of \$300 or less. The proposed amendment will increase jurisdiction to \$1,000 or less.

Proposed Ordinance Amending Chapter 24, Section 7 of the City of Grand Junction Code of Ordinances Relating to Theft

*Action: Introduction of Proposed Ordinance and Set a Hearing for March 5, 2008*

Staff presentation: John Shaver, City Attorney

11. **Contract Study for Retail Recruitment and Retention** **Attach 11**

The City of Grand Junction would like to enter into a contract with the firm Buxton, in order to evaluate potential retail business for Orchard Mesa, Downtown/North Avenue, and Clifton areas and take the initiative to help recruit and retain retail to sustain the economy in the Valley.

*Action: Authorize the City Manager to Enter into a Contract with Buxton in the Amount of \$72,000 (a Portion to be Reimbursed by the Other Partners)*

Staff presentation: Laurie Kadrach, City Manager

**\*\*\* END OF CONSENT CALENDAR \*\*\***

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**\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\***

**12. Purchase of Eleven Police Patrol Vehicles Attach 12**

This purchase is for eleven police patrol vehicles, six are replacements and five are expansions to the fleet. The patrol units being replaced include one 1999, three 2003 and two 2004 models as identified by the annual review of the Fleet Replacement Committee. The expansion vehicles will be used to replace vehicles currently being used by School Resource and two Commanders on a "non-accrual" basis. These eleven sedans are E 85 OEM Bi Fuel (flex fuel) compatible.

*Action: Authorize the City Purchasing Division to Purchase Eleven 2008 Ford Crown Victoria "Police Interceptors", from Lakewood Fordland, Located in Lakewood, CO in the Amount of \$247,861*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Bob Russell, Police Commander

**13. Change Order No. 2 for 7<sup>th</sup> Street Corridor Project Attach 13**

This Change Order includes extra work totaling \$146,000 required during construction of the recently completed 7<sup>th</sup> Street Corridor Project. Extra work included removal of old concrete pavement beneath the asphalt pavement; additional aggregate base course required to stabilize subgrade soils under the roadway; additional asphalt paving needed to transition from existing asphalt pavement to new concrete pavement; and additional trenching required for installation of conduits for the street lighting system.

*Action: Authorize the City Manager to Approve Change Order No. 2 in the Amount of \$146,000 for the 7<sup>th</sup> Street Corridor Improvement Project*

Staff presentation: Tim Moore, Public Works and Planning Director

14. **Public Hearing—Mersman Annexation, Located at 3037 D Road** [File #ANX-2007-356] – **Request to Continue to May 5, 2008** **Attach 14**

Request a continuance to annex 1.45 acres, located at 3037 D Road. The Mersman Annexation consists of 1 parcel.

*Action: Request a Continuance to Adopt Resolution Accepting the Petition and the Public Hearing on the Annexation Ordinance for the Mersman Annexation to May 5, 2008*

Staff presentation: Justin Kopfman, Associate Planner

15. **Public Hearing—Vacation of the North/South Alley between S. 8<sup>th</sup> and S. 9<sup>th</sup> Streets, North of Winters Avenue** [File #VR-2007-050] **Attach 15**

Consideration of a proposed ordinance to vacate the north/south alley between S. 8<sup>th</sup> and S. 9<sup>th</sup> Streets, north of Winters Avenue. The applicant is requesting to vacate the alley in order to use the land with the properties located at 806 and 814 Winters Avenue for storage of construction and special event traffic control signs and equipment.

Ordinance No. 4180—An Ordinance Vacating North/South Right-of-Way for Alley Located Between South 8<sup>th</sup> and South 9<sup>th</sup> Streets, North of Winters Avenue

*@Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4180*

Staff presentation: Senta L. Costello, Associate Planner

16. **Public Hearing—Pinson-Hergistad Annexation and Zoning, Located at 644 ½ 29 ½ Road** [File #ANX-2007-352] **Attach 16**

Request to annex and zone 3.02 acres, located at 644 ½ 29 ½ Road, to R-4 (Residential 4 du/ac). The Pinson-Hergistad Annexation consists of one parcel and is a 2 part serial annexation.

a. **Accepting Petition**

Resolution No. 24-08—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Pinson-Hergistad Annexation, Located at 644 ½ 29 ½ Road is Eligible for Annexation

**b. Annexation Ordinances**

Ordinance No. 4181—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pinson-Hergistad Annexation No. 1, Approximately 0.33 acres, Located at 644 ½ 29 ½ Road

Ordinance No. 4182—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pinson-Hergistad Annexation No. 2, Approximately 2.69 acres, Located at 644 ½ 29 ½ Road

**c. Zoning Ordinance**

Ordinance No. 4183—An Ordinance Zoning the Pinson-Herigstad Annexation to R-4, Located at 644 ½ 29 ½ Road

*@Action: Adopt Resolution No. 24-08 and Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance Nos. 4181, 4182, and 4183*

Staff presentation: Senta L. Costello, Associate Planner

17. **Public Hearing—Rezoning the John H. Hoffman Subdivision, Located at 3043 D Road** [File #PP-2007-267] **Attach 17**

A request to rezone 8.02 acres, located at 3043 D Road, from R-5 (Residential 5 du/ac) to R-8 (Residential 8 du/ac).

Ordinance No. 4184—An Ordinance Rezoning the Property Known as the John H. Hoffman Subdivision Rezone to R-8, Residential 8 Units Per Acre, Located at 3043 D Road

*@Action: Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4184*

Staff presentation: Adam Olsen, Senior Planner

18. **Public Hearing—Zoning the Sura Annexation, Located at 405 25 Road** [File #ANX-2007-276] **Attach 18**

Request to zone the 1.45 acre Sura Annexation, located at 405 25 Road, to R-4 (Residential, 4 du per acre).



Ordinance No. 4185—An Ordinance Zoning the Sura Annexation to R-4 (Residential -4 du/ac), Located at 405 25 Road

*®Action:* Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4185

Staff presentation: David Thornton, Principal Planner

19. **Public Hearing—Zoning the Reigan/Patterson/TEK/Morario Annexation, Located at 2202, 2202 ½, 2204 H Road and 824 22 Road [File #ANX-2007-279]** **Attach 19**

Request to zone the 26.732 acre Reigan/Patterson/TEK/Morario Annexation, located at 2202, 2202 ½, 2204 H Road and 824 22 Road to City Mixed Use (MU).

Ordinance No. 4186—An Ordinance Zoning the Reigan/Patterson/TEK/Morario Annexation to Mixed Use Located at 2202, 2202 ½, 2204 H Road, and 824 22 Road

*®Action:* Hold a Public Hearing and Consider Final Passage and Final Publication of Ordinance No. 4186

Staff presentation: David Thornton, Principal Planner

20. **Public Hearing—Growth Plan Amendment and Planned Development Outline Development Plan (ODP) for the Three Sisters Area, Located at 2431 and 2475 Monument Road [File #GPA-2007-262]** **Attach 20**

Request for approval of an Outline Development Plan (ODP) to develop 148.3 acres as a Planned Development for properties located at 2431 and 2475 Monument Road in the Redlands and designating the R-2, Residential – 2 units/acre Zoning District as the default zone district.

Resolution No. 25-08—A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 101.7 Acres for a Portion of Property Located at 2431 Monument Road from Conservation to Residential Low (1/2 – 2 Ac./Du.)

Ordinance No. 4187—An Ordinance Zoning Approximately 148.3 Acres to PD, Planned Development, with R-2, Residential – 2 Units/Acre as the Default Zone District for the Three Sisters Planned Development Located at 2431 and 2475 Monument Road

**Attach 20**

**Public Hearing—Growth Plan Amendment and Planned Development Outline Development Plan (ODP) for the Three Sisters Area, Located at 2431 and 2475 Monument Road**

**CITY OF GRAND JUNCTION**

CITY COUNCIL AGENDA			
<b>Subject</b>	Growth Plan Amendment and Planned Development Outline Development Plan (ODP) for the Three Sisters Area -- Located at 2431 and 2475 Monument Road		
<b>File #</b>	GPA-2007-262		
<b>Meeting Day, Date</b>	Wednesday, February 20, 2008		
<b>Placement on the Agenda</b>	Consent		Individual X
<b>Date Prepared</b>	February 1, 2008		
<b>Author Name &amp; Title</b>	Scott D. Peterson, Senior Planner		
<b>Presenter Name &amp; Title</b>	Scott D. Peterson, Senior Planner		

**Summary:** Request for approval of an Outline Development Plan (ODP) to develop 148.3 acres as a Planned Development for properties located at 2431 and 2475 Monument Road in the Redlands and designating the R-2, Residential – 2 units/acre Zoning District as the default zone district.

**Budget:** N/A.

**Action Requested/Recommendation:** Hold a public hearing and consider adopting a Resolution amending the Growth Plan Future Land Use Map from Conservation to Residential Low (1/2 – 2 Ac./DU) and also consider final passage of the Ordinance approving the Outline Development Plan (ODP) and zoning the Three Sisters Planned Development to PD, Planned Development.

**Attachments:**

1. Staff Report / Background Information
2. Site Location Map / Aerial Photo Map
3. Future Land Use Map / Existing City and County Zoning
4. Minutes from January 8, 2008 Planning Commission Meeting
5. General Project Report from Applicant
6. Resolution
7. Zoning Ordinance

BACKGROUND INFORMATION					
<b>Location:</b>		2431 and 2475 Monument Road			
<b>Applicant:</b>		Conquest Developments LLC and Robert F. Meens, Owners			
<b>Existing Land Use:</b>		Vacant land			
<b>Proposed Land Use:</b>		Residential subdivision			
<b>Surrounding Land Use:</b>	<b>North</b>	Vacant land and single-family residential			
	<b>South</b>	Vacant land			
	<b>East</b>	Vacant land and single-family residential			
	<b>West</b>	Vacant land			
<b>Existing Zoning:</b>		RSF-4, Residential Single-Family – 4 units/acre (County)			
<b>Proposed Zoning:</b>		To be determined. Applicant is going through Growth Plan Amendment and Outline Development Plan process			
<b>Surrounding Zoning:</b>	<b>North</b>	RSF-4, Residential Single-Family – 4 units/acre (County)			
	<b>South</b>	AFT, Agricultural, Forestry, Transitional (County)			
	<b>East</b>	RSF-4, Residential Single-Family – 4 units/acre (County)			
	<b>West</b>	CSR, Community Services and Recreation (City)			
<b>Growth Plan Designation:</b>		Conservation and Residential Low (1/2 – Ac./DU)			
<b>Zoning within density range?</b>		X	Yes		No

**ANALYSIS:**

1. **Background:**

**Growth Plan Amendment – 2431 Monument Road:**

The existing 128.9 +/- acre unplatted parcel of land located at 2431 Monument Road is currently one (1) parcel of land that is split by the Monument Road right-of-way. The portion of the existing property that is located north of Monument Road (27.2 +/- acres) was designated as Residential Low (1/2 – 2 Ac./DU) in 1996 when the current Growth Plan Map was approved and re-affirmed by the Redlands Area Plan in 2002. The

portion of the existing property that is located south of Monument Road (101.7 +/- acres) was also designated Conservation in 1996 as part of the Growth Plan adoption process.

This property is currently annexed into the City limits but is not zoned at this time awaiting the outcome of the Growth Plan Amendment (GPA) and Outline Development Plan (ODP) requests. The applicant is requesting the Growth Plan Amendment /Outline Development Plan review in anticipation of future residential development for the property. Prior to zoning this annexed property, the applicant is requesting an amendment to the Growth Plan Future Land Use Map for that portion of the property located south of Monument Road (101.7 +/- acres) from Conservation to Residential Low (1/2 – 2 Ac./DU) (See attached Future Land Use Map).

This property has been reviewed previously by the Planning Commission in May, 2007 (GPA-2007-076) but was withdrawn by the applicant after the Planning Commission recommended denial of the proposed Growth Plan Amendment request (Planning Commission vote was 3 – 3). The recommendation of denial by the Planning Commission was partially due to the fact that three (3) of the members felt that there was not an error made when the Conservation designation was placed on the property. At the Growth Plan Amendment stage, details for the proposed subdivision are not discussed. Therefore, the applicant has now submitted a new application and proposal so that an Outline Development Plan can be reviewed that gives the public and City some type of idea of density and development layout for the property. The Planning Commission, at their January 8, 2008 meeting has now recommended approval of the proposed Growth Plan Amendment request.

The existing property is currently vacant and contains three (3) distinct hills that are visually identified on the southside of Monument Road that are known locally as the Three (3) Sisters.

#### Outline Development Plan – 2431 and 2475 Monument Road:

The applicant is requesting that the City Council review the proposed Outline Development Plan with an overall density of 0.92 dwelling units per acre (1.31 dwelling units per acre net) in accordance with Section 2.5 B. 2. of the Zoning and Development Code which allows a Growth Plan Amendment to be reviewed concurrently with the Planned Development request.

An Outline Development Plan is an optional, but encouraged first step prior to an application for a Preliminary Development (Subdivision) Plan for a parcel of land that is at least 20 acres in size. The two (2) properties located at 2431 and 2475 Monument Road together contains 148.3 +/- acres. The purpose of the ODP is to demonstrate conformance with the Growth Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the submittal of a Preliminary Plan. Through this process a general pattern of development is established with a range of densities assigned to individual "pods" that will be the subject of future, more detailed planning. Following approval of an ODP, a Preliminary Plan approval and subsequent Final Plan approval shall be required before any development activity can occur.



The property located at 2475 Monument Road was recently annexed into the City limits (Meens Annexation).

The applicant was required to submit a Site Analysis of the property per Section 6.1 of the Zoning and Development Code. A Site Analysis identifies major constraints, sensitive environmental areas, or the potential for expensive infrastructure installation, operation or maintenance costs. The proposed application shall be based on the site analysis and avoid constrained or sensitive areas identified in the site analysis. I have reviewed the submitted Site Analysis and find that the proposed Outline Development Plan generally avoids areas of 30% slope or greater and other areas of potential impacts. The Site Analysis does reveal areas of expansive soils and rock primarily along Monument Road, but prior to any residential development being approved, a Geotechnical Report would be required that would need to address the suitability of the site for development and to determine any special design considerations.

The attached PD Ordinance will establish the default zoning and maximum and minimum number of dwelling units that are to be located within each "pod" or parcel as defined on the submitted ODP. It also shows areas of proposed open space/common areas and trail system, points of access and possible street network.

Proposed Three Sisters development:

Pod 1 – Range of development to be between 18 and 23 dwelling units on 11.9 acres with a maximum density of 1.93 dwelling units/acre. Access to be provided from Monument Road. Pod 1 to be reviewed and approved by the year 2010.

Pod 2 – Range of development to be between 28 and 35 dwelling units on 16.2 acres with a maximum density of 2.16 dwelling units/acre. Access to be provided from Monument Road. Pod 2 to be reviewed and approved by the year 2012.

Pod 3 – Range of development to be between 6 and 8 dwelling units on 9.8 acres with a maximum density of 0.81 dwelling units/acre. Access to be provided from Monument Road and Random Hills Lane. Pod 3 to be reviewed and approved by the year 2014.

Pod 4 – Range of development to be between 13 and 17 dwelling units on 9.7 acres with a maximum density of 1.75 dwelling units/acre. Access to be provided from Monument Road. Pod 4 to be reviewed and approved by the year 2016.

Pod 5 – Range of development to be between 12 and 22 dwelling units on 17.50 acres with a maximum density of 1.25 dwelling units/acre. Access to be provided from Monument Road. Pod 5 to be reviewed and approved by the year 2018.

Pod 6 – Range of development to be between 22 and 32 dwelling units on 24.5 acres with a maximum density of 1.30 dwelling units/acre. Access to be provided from Monument Road with a secondary access to be provided from Mira Monte that would also serve Pods 3, 4 and 5. Pod 6 to be reviewed and approved by the year 2020.

The overall residential density for the development would be 0.92 dwelling units per acre (1.31 dwelling units per acre net developable land area). The residential development is proposing 44.1 +/- acres of open space and common areas.

The proposed zoning of PD, Planned Development will allow this property to be developed with a significant community benefit that may not occur under the proposed R-2 Zoning District that would include recreational amenities like hiking trails and open space that would be dedicated for public use.

2. **Consistency with the Growth Plan:** The Future Land Use Map designates these two (2) properties as Conservation and Residential Low (1/2 – 2 Ac./DU). The applicant is requesting a Growth Plan Amendment change for the property located at 2431 Monument Road that has the current designation of Conservation to the Residential Low category with this application. The proposed Outline Development Plan indicates that the density for the residential subdivision falls within the minimum and maximum densities allowed by the Residential Low category (provided the GPA request would be approved). In addition, the applicant and Project Manager feel that the following Goals and Policies from the Growth Plan support this application:

*Policy 1.4: ".....Clustering of dwellings on a portion of a site should be encouraged so that the remainder of the site is reserved for usable open space or agricultural land."*

The applicant states that the gross density of the projects falls within the allowed range of the Residential Low category. Proposed clustering of the development and single-family homes will preserve a significant amount of open space and retain many of the topographical features of the site, thus meeting this policy.

*Policy 4.1: ".....The City and County will limit urban development in the Joint Planning Area to locations within the Urban Growth Boundary with adequate public facilities as defined in the City and County Codes."*

These two (2) properties are located inside the Urban Growth Boundary. Adequate public facilities that include water and sewer services either exist or will be made available to the site that can serve the proposed development.

*Policy 5.3: ".....Development in areas which have adequate public facilities in place or which provide needed connections of facilities between urban development areas will be encouraged. Development that is separate from existing urban services ("leap-frog" development) will be discouraged."*

Development of this property will result in a logical extension of public facilities that will not only provide service to this development but also provide the opportunity for additional properties to access sewer and water.

The applicant has also stated in their General Project Report that Policies 11.1, 20.7, and 26.3 are also applicable for this development which include utilizing unique site characteristics as a buffer to adjacent properties through the use of creative design, separation and screening. The project as proposed will also have limited development on steep slopes, ridgelines, natural draw areas and drainages will be retained in their natural state, as well as the larger open space areas, thus meeting the requirements and policies of the Growth Plan.

### Redlands Area Plan:

In my review, I find that the proposed Growth Plan Amendment and Outline Development Plan conforms to the adopted Redlands Area Plan in the following areas: the achievement of a high quality development in the Redlands in terms of public improvements, site planning and architectural design. Park, Recreation and Open Space policies of the Plan are also provided by the opportunity to integrate on-site biking and hiking trails with those existing on the adjacent City property, as well as along Monument Road, as identified on the adopted Urban Trail Master Plan, thus meeting the requirements and policies of the Redlands Area Plan.

### **3. Section 2.5 C. of the Zoning and Development Code:**

The Growth Plan can be amended if the City finds that the proposed amendment is consistent with the purpose and intent of the Plan and it meets the following criteria:

- a. There was an error such that then existing facts, projects or trends (that were reasonably foreseeable) were not accounted for; or.

As part of the 1996 Growth Plan adoption process between Mesa County and the City of Grand Junction that established the current Future Land Use Map, the Three Sisters property was designated as Conservation for the area south of Monument Road and Residential Low (1/2 – 2 Ac./DU) for the area north of Monument Road. These designations again were reaffirmed with the adoption of the Redlands Area Plan in 2002. The Conservation designation for this portion of the property was to identify topographic and ridgeline constraints that some of this property has (see attached minutes from the May 7, 2002 Planning Commission meeting regarding the Redlands Area Plan). The Redlands Area Plan (Page 15) also states that *Monument Road has been identified as a visually important corridor on the Redlands, providing access to the Tabeguache trailhead and a gateway to the Colorado National Monument. In addition to the ridgeline views along the corridor, the views on either side of the roadway are also of importance to maintain the open vistas to the Monument.* Therefore, the designation of Conservation as identified in the Growth Plan and Redlands Area Plan for a portion of this property south of Monument Road is not in error. The Conservation designation would allow one (1) single-family house to be built every five (5) acres and was the most applicable designation for this property at that time.

However, this property is also located within the Persigo 201 Sewer Service Boundary. As stated previously, the current Growth Plan was adopted in 1996. In 1998, however, the City and Mesa County entered into an Intergovernmental Agreement also known as the Persigo Agreement. Section C, Implementation – Zoning – Master Plan, item #11 from this Agreement states that *the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be "urban" while smaller parcel or lot sizes are deemed to be "urban."* This item is also mentioned in the Redlands Area Plan (Page 32).

- b. Subsequent events have invalidated the original premises and findings;

With the increased pressure in the last few years to add residential density within the Urban Growth Area due to the rapid growth of the Grand Valley and the desire to make more efficient use of infrastructure, the Redlands Area Plan also has goals and policies to address potential development areas. Monument Road is a visually prominent area not only for the Redlands, but also for the entire City. Any new development in this area would be subject to review to the highest standards as required by the Redlands Area Plan and Zoning and Development Code. The Zoning and Development Code also has provisions for development on properties that are encumbered by topographic and ridgeline concerns. These options include developing the property as a PD, Planned Development Zoning District, which the applicant is proposing with this development application, utilizing the cluster provisions, hillside development standards and also ridgeline development standards as identified in Chapter 7 of the Zoning and Development Code. A portion of this property is identified by Exhibit 7.2 C3 of the Zoning and Development Code as being encumbered as a ridgeline protection area. Therefore, as an example, any residential development along the ridgeline such as buildings, fences, walls, etc., must be setback a minimum 200' from the ridgeline. However, this setback shall not apply if the proposed developer produces adequate visual evidence that a proposed new structure will not be visible on the skyline as viewed from the centerline of the mapped Monument Road.

If the applicant's request for a Growth Plan Amendment would be approved by the City, the applicant is also requesting that the Outline Development Plan would be approved that establishes the properties as PD, Planned Development and designate the R-2, Residential – 2 units/acre Zoning District as the underlying or default zoning district. The Growth Plan designation of Residential Low (1/2 – 2 Ac./DU) also allows the zoning districts of R-E, Residential - Estate (1 unit/2 acres) and R-1, Residential – 1 unit/acre, as possible zone districts. A Preliminary Development (Subdivision) Plan will also be required to be reviewed by the Planning Commission at a later date.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable and such changes were not anticipated and are not consistent with the plan;

Increased residential development has occurred in the area since the adoption of the Growth Plan and Redlands Area Plan, such as the Redlands Mesa Golf Course community, which also has topographic and ridgeline development constraints. The improvements made to Mariposa Drive directly to the west of this site, will bring additional subdivision development in the future, for example the Ridges Mesa and Pinnacle Ridge subdivisions which are currently in the City review process. Mesa County has also recently widened Monument Road to add additional shoulder width due to the increase in both vehicle and bicycle traffic in the area.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;



This area is in the Urban Growth Boundary which promotes areas of development that have urban densities or the potential thereof and adequate public infrastructure. The Redlands Area Plan also supports high quality residential development in terms of site planning and architectural design.

- e. Public and community facilities are adequate to serve the type and scope of the land use proposed;

Existing and proposed infrastructure facilities, right-of-way access and water availability are adequate to serve the proposed residential development. Sewer would have to be extended to the development along Monument Road from South Redlands Road which will also give the opportunity for existing properties along Monument Road to utilize this proposed sewer extension when their septic systems would fail.

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and

It is true that many of the adjacent properties designated as Residential Low (1/2 – 2 Ac./DU) on the Future Land Use Map remain undeveloped at this time, or are larger lots because the minimum acreage that Mesa County allows for use with a septic system is half (1/2) an acre in size. It is reasonable however, to recognize that public infrastructure is already, or will be, in the area and properties that are currently undeveloped and have larger acreage to support increased densities such as this, should be considered.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will benefit by increased densities in areas that already, or will have, adequate facilities and services rather than perpetuating sprawl to outlying areas, thus meeting the goals and policies of the Growth Plan.

#### 4. Section 2.12 B. 2. of the Zoning and Development Code:

Requests for an Outline Development Plan (ODP) for property zoned Planned Development (PD) must demonstrate conformance with all of the following:

- a. The Growth Plan, Major street plan and other adopted plans and policies.

In their review of the proposed ODP, the Planning Commission felt that the proposed ODP is consistent with the Growth Plan and Redlands Area Plan. Access to the properties is from Monument Road which is classified as a Minor Arterial on the Grand Valley Circulation Plan.

- b. The rezoning criteria provided in Section 2.6 of the Zoning and Development Code.

- 1) The existing zoning was in error at the time of adoption.

This criterion does not apply to this application. The applicant has submitted a Growth Plan Amendment request for the Residential Low (1/2 – 2 Ac./DU) category for a portion of the property located at 2431 Monument Road with this application which will determine the applicable maximum residential density requirements for the proposed subdivision.

- 2) There has been a change of character in the neighborhood due to installation of public facilities, other zone changes, new growth trends, deterioration, development transition, etc.

The character of the neighborhood has changed in recent years with the continued expansion of the Redlands Mesa Golf Course Community located to the northwest of this site. Also, Mariposa Drive has been extended and paved to Monument Road. Additional residential developments in the area are currently under review by the City that includes Ridges Mesa and Pinnacle Ridge. Monument Road has also been improved with widened pavement width that includes four foot (4') shoulders on each side. All these factors taken together indicate that this area is showing growth potential due to the increased availability of public infrastructure improvements.

- 3) The proposed rezone is compatible with the neighborhood and will not create adverse impacts such as: capacity or safety of the street network, parking problems, storm water or drainage problems, water, air or noise pollution, excessive nighttime lighting, or other nuisances.

The proposed zoning to PD is within the allowable density range recommended by the Growth Plan (provided GPA request is approved). This criterion must be considered in conjunction with criterion 5 which requires that public facilities and services are available when the impacts of any proposed development are realized. City Staff has determined that public infrastructure can address the impacts of any development consistent with the PD zone district, therefore this criterion is met.

- 4) The proposal conforms with and furthers the goals and policies of the Growth Plan, other adopted plans, and the policies, the requirements of this Code and other City regulations and guidelines

This project conforms with and furthers the goals and policies of the Growth Plan (provided GPA request is approved), Redlands Area Plan and the policies, requirements of the Zoning and Development and other City regulations and guidelines.

- 5) Adequate public facilities and services are available or will be made available concurrent with the projected impacts of the proposed development

Adequate public facilities are currently available or will be made available concurrent with the development and can address the impacts of development consistent with the PD zone district.

- 6) There is not an adequate supply of land available in the neighborhood and surrounding area to accommodate the zoning and community needs.

While it is true that the majority of the surrounding area is designated as Residential Low on the Future Land Use Map, there are several existing large parcels of vacant land that are presently under development consideration (Ridges Mesa and Pinnacle Ridge) with the exception of the area adjacent to the northside of Monument Road. Other existing large parcels of land in the area are presently developed with single-family residences.

- 7) The community or neighborhood will benefit from the proposed zone.

The proposed zoning of PD, Planned Development will allow this property to be developed with significant community benefits that might not occur under a straight R-2 Zoning District including recreational amenities like hiking trails, open space and creative design for the subdivision. The PD zoning guarantees an additional community benefit that would not be required with a straight zoning district.

- c. The planned development requirements of Chapter Five of the Zoning and Development Code.

The applicant and Project Manager have provided that the development standards found in Section 5.4 of the Zoning and Development Code are consistent with all applicable requirements of this section.

1. Residential density: The proposed residential density of 1.31 dwelling units per acre of net developable land area is consistent with the Growth Plan designation of Residential Low (1/2 – 2 Ac./DU), provided the Growth Plan Amendment request would be approved.

2. Minimum District Size: The total project is approximately 148 acres in size, which is larger than the required minimum of five (5) acres. By developing such a large land area under one development application, it give the City an opportunity to Master Plan this proposed residential community.

3. Development Standards: Compliance with all development standards will be discussed with the Preliminary Development (Subdivision) Plan submittal.

4. Deviation from Development Default Standards: The applicant is proposing to use the R-2, Residential – 2 units/acre Zoning District as the default zone. Any deviation from this district's development standards will be identified on the Preliminary Development (Subdivision) Plan submittal provided that the applicant can justify the deviations by providing a community amenity as described in Section 5.4 G. of the Zoning and Development Code.

- d. The applicable corridor guidelines and other overlay districts in Chapter Seven.

Chapter Seven addresses hillside developments and ridgeline protection areas, which these properties are both subject to. The submitted Site Analysis has addressed existing topography, soils, slopes, geologic hazards, drainage and vegetation and potential impacts to wildlife. As required, the areas of greater than 30% slopes with an elevation change of 20' or greater are reserved and prohibit development. Upon Preliminary Development (Subdivision) Plan submittal, each phase or "pod" of the ODP will identify lot sizes consistent with the requirements of Table 7.2 A. of the Zoning and Development Code (Hillside Development Standards). These properties are also located within the boundaries of the Redlands Area Plan. The Redlands Area Plan and submitted Site Analysis from the applicant does show these properties as having expansive soils and rock, rockfall and landslide deposits. At the time of Preliminary Development (Subdivision) Plan submittal, the applicant will need to address these geologic hazards within the context of the proposed residential development.

- e. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

As with all development, adequate public services and facilities will be provided concurrent with the proposed residential subdivision. More detailed infrastructure plans will be reviewed at the time of Preliminary and Final Plan submittals. All platted lots will need to have access to water, sewer and other utilities.

- f. Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

The proposed Outline Development Plan provides general areas of where access and internal circulation for the development may occur. I have reviewed the proposed circulation and access points for the street network and find them to be acceptable and adequate. Detailed access and circulation points will be identified on the Preliminary Development (Subdivision) Plan as the proposed development moves forward within the review process as well as Fire Department requirements for the maximum allowable amount of development that is allowable with a single access point.

- g. Appropriate screening and buffering of adjacent property and uses shall be provided.

All adjacent properties are single-family residential which does not trigger any required or additional screening and buffering measures per the Zoning and Development Code.

- h. An appropriate range of density for the entire property or for each development pod/area to be developed.

The applicant is proposing an appropriate range of density for the development. The net developable land area for the development provides a residential density of 1.31 dwelling units per acre which is consistent with the Growth Plan designation of Residential Low (1/2 – 2 Ac./DU), provided the Growth Plan Amendment request would be approved. The overall residential density for the development would be 0.92 dwelling units per acre.

- i. An appropriate set of "default" or minimum standards for the entire



property or for each development pod/area to be developed.

The applicant is requesting the default zone of R-2, Residential – 2 units/acre Zoning District which is an appropriate standard that is in accordance with the Growth Plan Future Land Use Map (if GPA would be approved). The final development standards will be identified with the review and approval of the Preliminary Development (Subdivision) Plan by the Planning Commission and City Council. Since this will be a Planned Development, an Ordinance will accompany the approval of the Preliminary Development (Subdivision) Plan.

- j. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.

The applicant is proposing an appropriate phasing and development schedule. Six (6) "pods" are represented on the ODP with each representing a planned phase. The applicant intends to begin development of the properties soon after approval of the Preliminary and Final Plans with the areas adjacent to Monument Road as the first phases, then additional phases in the future developing furthest from Monument Road. The proposed PD Ordinance is proposing to incorporate a two (2) year time window for each planned phase, which would calculate a build out of the development by the year 2020. The following phasing schedule is proposed; Pod 1 to be reviewed and approved by the year 2010, Pod 2 to be reviewed and approved by the year 2012, Pod 3 to be reviewed and approved by the year 2014, Pod 4 to be reviewed and approved by the year 2016, Pod 5 to be reviewed and approved by the year 2018 and finally Pod 6 to be reviewed and approved by the year 2020.

- k. The property is at least twenty (20) acres in size.

The two (2) properties total 148.3 acres in size, therefore meeting this criterion.

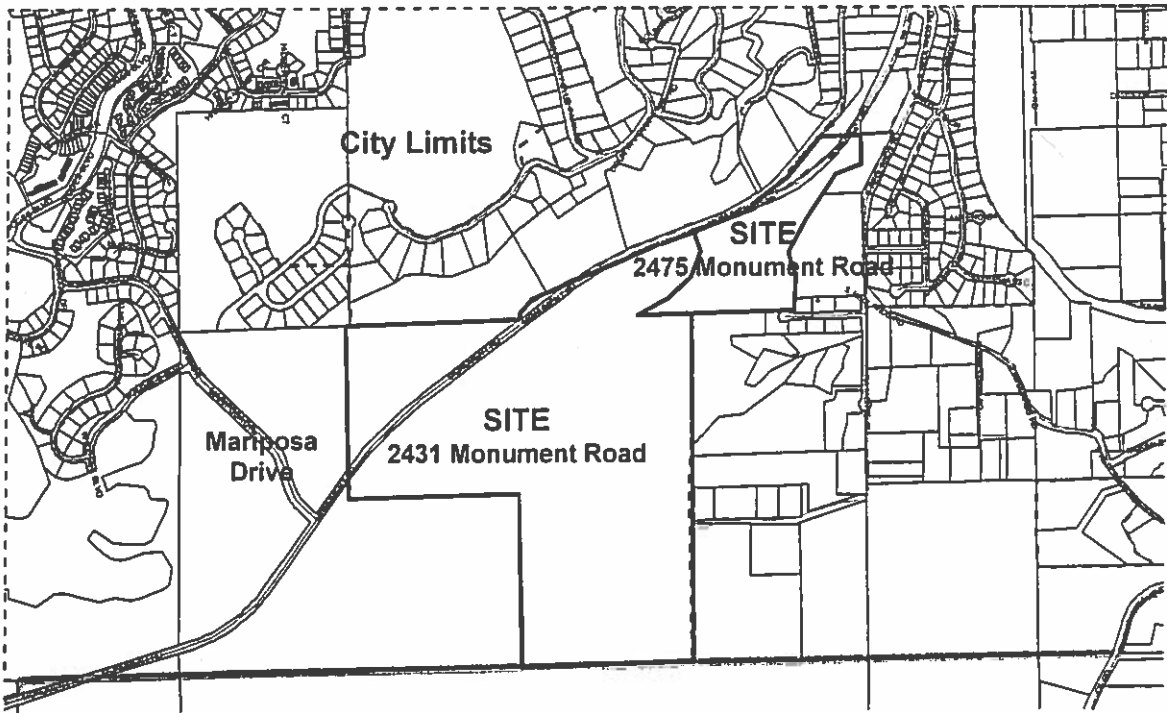
#### **FINDINGS OF FACT/CONCLUSIONS:**

After reviewing the Three Sisters application, GPA-2007-262 for a Growth Plan Amendment and Planned Development, Outline Development Plan, the Planning Commission made the following findings of fact and conclusions:

- 5. The proposed Growth Plan Amendment and Outline Development Plan are consistent with the purpose and intent of the Growth Plan and Redlands Area Plan.
- 6. The review criteria in Sections 2.5 C. and 2.12 B. 2. of the Zoning and Development Code have all been met.

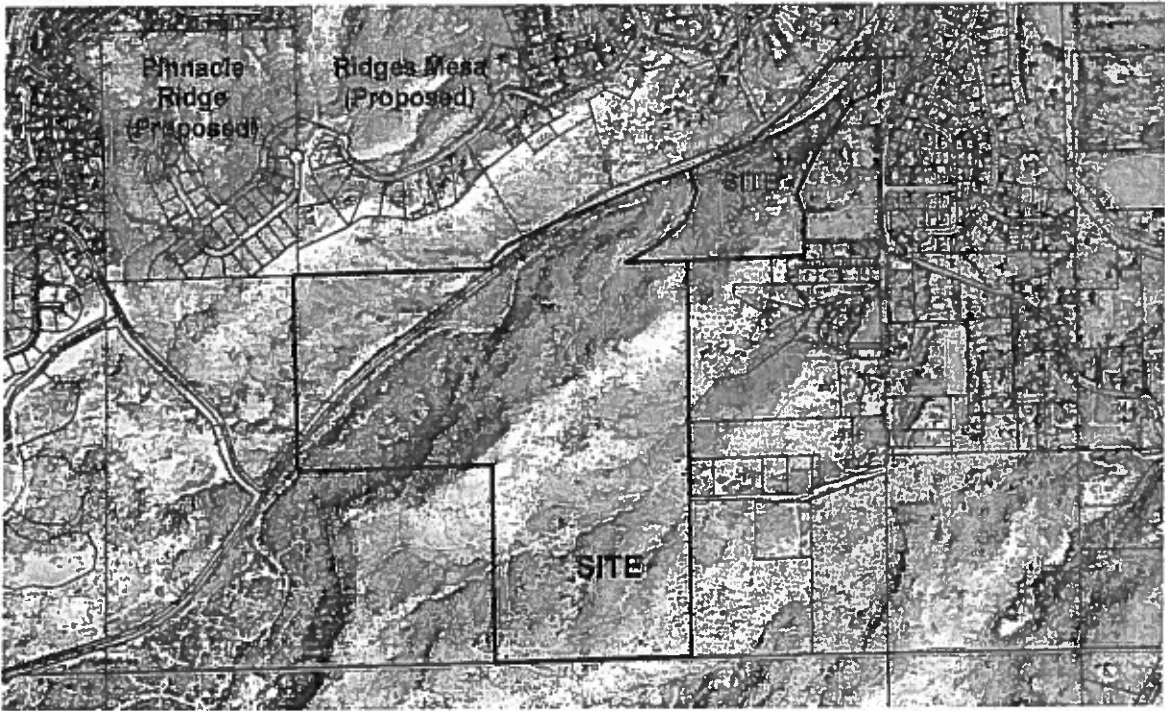
# Site Location Map – 3 Sisters Area

Figure 1



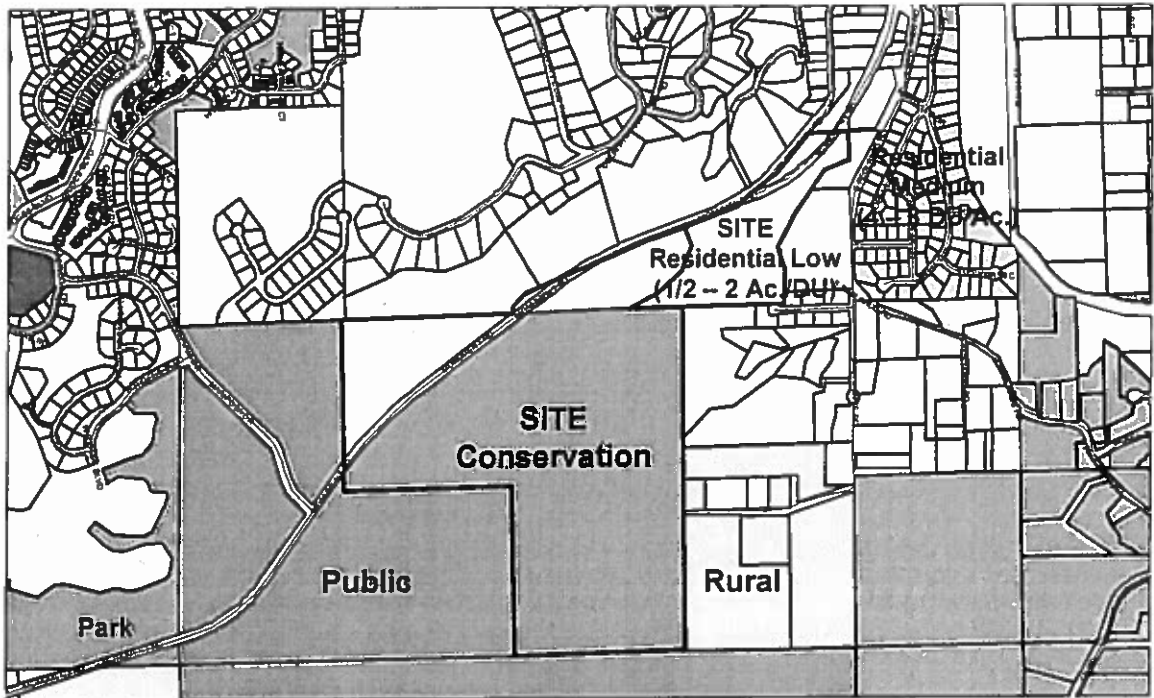
# Aerial Photo Map – 3 Sisters Area

Figure 2



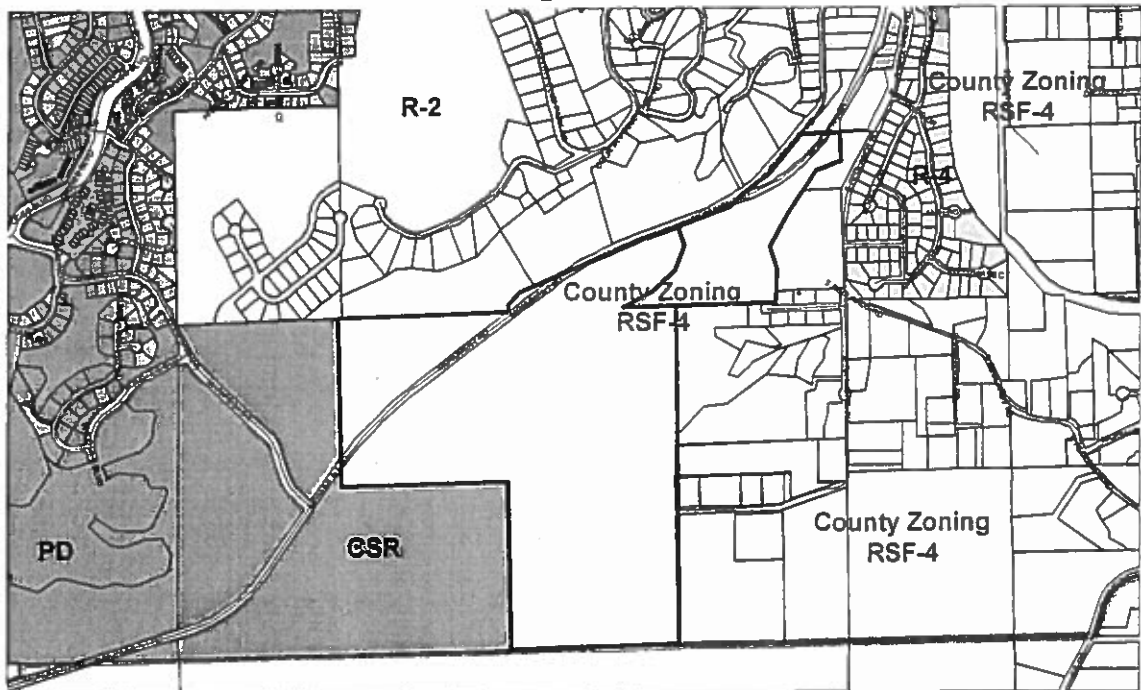
# Future Land Use Map – 3 Sisters

Figure 3



# Existing City and County Zoning

Figure 4



NOTE: Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the zoning thereof."

Minutes from January 8, 2008 Planning Commission Meeting:

**GPA-2007-262 GROWTH PLAN AMENDMENT & OUTLINE**

**DEVELOPMENT PLAN – Three Sisters Request approval: 1) Growth Plan Amendment to change the Future Land Use Designation on 111 acres from Conservation to RL (Residential Low ½ to 2 ac/du) for property located at 2431 Monument Road; and 2) Recommendation of approval for an Outline Development Plan with a PD (Planned Development) zone district for a residential subdivision on approximately 148 acres located at 2431 and 2475 Monument Road.**

**PETITIONER: Darren Caldwell, Conquest Development**

**LOCATION: 2431 & 2475 Monument Road**

**STAFF: Scott Peterson, Senior Planner**

**PETITIONER'S PRESENTATION**

Bob Blanchard, 706 Jasmine Lane, stated that this project is actually two applications in one – a combined Growth Plan Amendment and a request for a Planned Development zone district of which applicant is requesting approval of an Outline Development Plan. He stated that the Growth Plan Amendment is just for the area that currently has a designation of Conservation which is approximately 102 acres out of the entire 150 acres. Mr. Blanchard discussed the error to the Growth Plan, or inappropriate plan designation because Conservation is defined as public or private lands that are reserved for open space, wildlife habitat, and environmental conservation purposes. He stated that in normal planning operations and processes when property is designated for Conservation, it typically has the concurrence of the property owner or at the very least will have an action plan that talks about conservation rights or development rights on the property. Neither of that happened in 1996 and has yet to happen as the plan has been amended several times, as the Redlands Plan has been amended and as the Persigo Agreement has been approved. This site is also totally within the urban growth area and as such should be developed with urban level services and at urban level densities. Mr. Blanchard further stated that there has been continued growth in the area and the current growth trends would imply that the Conservation designation is inappropriate and should be changed. He also discussed the subsequent events that happened after the adoption of the Growth Plan that invalidates the Conservation designation. He first discussed the Persigo Agreement which identified an urban growth boundary, a joint planning area with the County and it defined that urban densities and urban level services were to be developed inside that urban growth area. Applicant is requesting a Growth Plan Amendment to Residential Low which would allow ½ acre lots to 2 acre lots. Also he stated that when the Redlands Area Plan was revised in 2002 it reiterated those definitions for what urban meant. He identified certain changes in character that have happened in the area. Mr. Blanchard further stated that public facilities would be available and there are benefits to the community with the extension of sewer and water among other things. Therefore, applicant contends that the test for a Growth Plan Amendment have been met. He next discussed the proposed ODP which is an optional provision of the Planned Development process that provides a benefit to both the City and the developer. He also discussed the 6 areas of development. Accordingly, applicant contends that the ODP meets the Growth Plan and other adopted plans and meets all of the rezoning criteria listed in the Code. He also discussed the Planned Development requirements which he stated checks the



residential density for consistency with the Growth Plan. Mr. Blanchard stated that because the development is single family adjoining single family it doesn't trigger any additional buffering requirements. Therefore, he suggested that all criteria have been met of the Zoning and Development Code for both the Growth Plan Amendment and approval of the Outline Development Plan and requested a recommendation of approval for both to City Council.

#### **STAFF'S PRESENTATION**

Scott Peterson, Senior Planner with the Public Works and Planning Department identified the two requests – for a Growth Plan Amendment for a portion of the property at 2431 Monument Road from Conservation to Residential Low and for an Outline Development Plan for both properties. He said that the overall density for the proposed development for the ODP would be less than 1 du/ac and a net residential density of 1.3 du/ac. Mr. Peterson said that the property located at 2475 Monument Road is currently in the process of being annexed into the City limits. The properties are currently vacant and contain three distinct hills known locally as The Three Sisters. He first discussed the request for a Growth Plan Amendment. He stated that the Conservation designation as identified in the Growth Plan and the Redlands Area Plan is not in error. The Conservation designation would allow 1 house to be built for every 5 acres of land and was the most applicable designation at that time. He further stated that this property is within the Persigo 201 sewer service boundary which provides that any property within the 201 boundary area should develop at an urban level of density. He listed several residential developments that have occurred in the area since the adoption of the Growth Plan and the Redlands Area Plan. All the factors taken together indicate that this area is showing growth potential due to the increased availability of public infrastructure improvements. Further, it is reasonable to recognize that public infrastructure is already or will be in this area and properties that are currently undeveloped and have larger acreage to support higher densities should be considered. He also stated that he feels the community will benefit by the increased densities in areas that already have or will have adequate facilities and services rather than perpetuating sprawl to outlying areas thus meeting the goals and policies of the Growth Plan. The Redlands Area Plan also supports high quality residential development in terms of site planning and architectural design. The current zoning for this property is County RSF-4. With the increased pressure in the last few years to add residential development within the urban growth area due to the population increase and the desire to make more efficient use of infrastructure, the Redlands Area Plan also has goals and policies to address potential development areas. He said that a portion of this property is identified as being encumbered as a ridgeline protection area. Therefore, any residential development along the ridgeline must be setback a minimum of 200 feet from the ridgeline. He also stated that this setback shall not apply if adequate visual evidence is presented that the proposed new structure would not be visible from the centerline of Monument Road. Mr. Peterson said that the ODP is an optional first step in the process prior to the application for a Preliminary Subdivision Plan for a parcel that is at least 20 acres in size. Furthermore, he said that the purpose of the ODP is to demonstrate conformance with the Growth Plan, compatibility of land use and coordination of improvements within and among individually platted parcels, sections or phases of a development prior to the actual submittal of a Preliminary Plan. Mr. Peterson said that the PD ordinance would establish the default zoning district as R2 and would also identify the maximum and minimum number of dwelling units for each pod as defined on the submitted Outline Development Plan. It also would show

area proposed for open space, common areas, trail system, points of access and a possible street network. The proposed timeframes for the 6 phases would be 2 years for each phase and would equate to a build out of the subdivision by 2020. The proposed development is between 99 to 137 homes. Community benefit that would be provided by the Planned Development zone would include the larger quantities of open space and trail system that would be dedicated for public use. A site analysis was required to be submitted by applicant which revealed areas of expansive soils and rock. Mr. Peterson said that he has reviewed the site analysis and found that the proposed Outline Development Plan generally avoids areas of 30% slope or greater or other areas of potential impacts. He also stated that he finds the proposed Growth Plan Amendment and Outline Development Plan conform to the Redlands Area Plan with the achievement of a high quality development in terms of public improvements, site planning and architectural design, park, recreation and open space policies are also provided. He, therefore, stated that City staff feels that the proposed Growth Plan Amendment and Outline Development Plan are consistent with the purpose and intent of the Growth Plan and Redlands Area Plan and the applicable review criteria of the Zoning and Development Code have been met.

#### **PUBLIC COMMENT**

##### **For:**

No one spoke in favor of the proposed requests.

##### **Against:**

Sue Harris (214 Mira Monte) stated that there are significant drainage issues in the area. She is also concerned that the density may change with the final plan.

Randy Stouder (303 E. Dakota Drive) said that this feels like suburban sprawl to him. He said that things such as expansive soils need to be taken into consideration. He also stated that traffic congestion is increasing and pollution and inversion type of situations are getting worse. Mr. Stouder stated that the infrastructure is not there, while the road was improved its capacity was not increased and safety hazards have not been resolved. He also said that the effective density on this property is closer to 2 units per acre as much of the property is not developable because of the steep slopes. He stated that he does not believe an error was made and there was a clear intent that this should be a transitional property. He urged denial of the Growth Plan Amendment and denial of the Outline Development Plan and, at a minimum, significant lower densities should be negotiated.

Britt Smith (214 Mira Monte) echoed the concerns expressed by Mr. Stouder. He stated that he feels that the Conservation zoning is appropriate.

David Mueller (114 Mira Monte) stated that a much more detailed proposal was denied several months ago because it was not detailed enough. He advised that they were on record noting specific concerns regarding access, density, later potential requirements for a back door access along Mira Monte and very little, if any, mention of them now. He said that this development is not in keeping with the neighborhood. He said that a back door access along Mira Monte is not possible – neither legally nor geographically – and asked that the proposed access be looked at very carefully. He recommended denial and does not think that the plan meets the requirements necessary under the

Code for a rezone.

#### **PETITIONER'S REBUTTAL**

Bob Blanchard addressed some of the questions and concerns raised. He said that the ODP does identify the density and the overall range on the site is between 99 and 137. The gross density is 0.9 units per acre. Mr. Blanchard stated that there is a significant amount of open space. He reiterated that they are not proposing 150 units and the overall density is just over 1 unit per acre. He next discussed access to the east on Mira Monte. He stated that he just received a document which shows that a right-of-way does not exist between the subject property and Mira Monte. He advised that City requirements say that connectivity has to be provided for whether or not a right-of-way exists adjacent to the property. However, because it is not a continuous right-of-way it can be locked and gated which is what applicant intends to do and it will not be open until development occurs to the east or a condemnation procedure that would create an actual right-of-way that would provide access all the way to Mira Monte. He stated that the ordinance would identify the range of density, the range of units within each of the 6 parcels, identifies the overall number of units that can be developed and identifies them by parcel and not just overall. Mr. Blanchard further stated that each preliminary plan for each of the parcels will have to be consistent within that number of units and fall somewhere within that range or an amendment to the ODP would be required. Also, according to Mr. Blanchard, this property is not a transition.

#### **DISCUSSION**

Commissioner Pitts said that he was in opposition to the Growth Plan Amendment when it was presented a few months ago. He stated that he cannot support the Growth Plan Amendment as he does not believe that there was a mistake made in the Redlands Area Plan.

Commissioner Wall stated that in his opinion, in order for a property to be truly Conservation, somebody has to own it and want to keep it Conservation. As a private property owner, there should be some rights for that property owner to develop their property in a fashion that is going to be acceptable to the City. Commissioner Wall said that he would approve the Growth Plan Amendment and thinks it makes sense for the area.

Commissioners Cole and Pavelka-Zarkesh agreed.

Commissioner Lowrey also agreed. He stated that the Growth Plan Amendment which was done 12 years ago was likely suitable at that time but with the growth and establishment of the Persigo line, the Growth Plan is no longer suitable for this property because of the changes. He would, therefore, support the Growth Plan Amendment.

Commissioner Carlow concurred with Commissioner Lowrey.

Chairman Dibble said that he too was in favor of the amendment.

**MOTION: (Commissioner Cole) "Mr. Chairman, on item GPA-2007-262, Three Sisters Growth Plan Amendment, I move that we forward a recommendation of approval of the amendment from Conservation to Residential Low (1/2 to 2**

**Ac./DU) for a portion of the property (101.7 acres) located at 2431 Monument Road to the City Council with the findings and conclusions as identified in the Staff Report.”**

Commissioner Lowrey seconded the motion. A vote was called and the motion passed by a vote of 6 – 1 with Commissioner Pitts opposed.

**DISCUSSION**

Commissioner Cole stated that he believes it is a reasonable plan and would be in favor of it. Commissioners Lowrey and Wall agreed.

Commissioner Pitts stated that he would go along with the ODP.

Chairman Dibble stated that he thinks the ODP reflects the aspect of conservation and meets the intent of good planning and would, therefore, be in favor of the ODP being forwarded to City Council.

**MOTION: (Commissioner Cole) “Mr. Chairman, on item GPA-2007-262, Three Sisters Outline Development Plan, I move that we forward a recommendation of approval of the requested Planned Development and Outline Development Plan for the properties located at 2431 and 2475 Monument Road to the City Council with the findings and conclusions as identified in the Staff Report.”**

Commissioner Wall seconded the motion. A vote was called and the motion passed unanimously by a vote of 7 – 0.



**THREE SISTERS**  
**Annexation / Growth Plan Amendment / Planned Development**  
**August 31, 2007**  
**General Project Report**

**Overview**

The applicant, Conquest Developments, LLC, is requesting the annexation of approximately 18 acres located at 2475 Monument Road, Mesa County tax parcel number 2945-211-00-072 and an amendment to the Growth Plan for approximately 110 acres of adjoining property located south of Monument Road from Conservation to Residential Low, ½ to 2 acres per dwelling unit. Additionally, as allowed in Section 2.5.B.2 of the Zoning and Development Code, a concurrent Planned Development Outline Development Plan is being submitted to build a residential neighborhood. The total acreage for the Outline Development Plan is approximately 150 acres.

**A. Project Description**

**1. Location**

The property is located at 2431 and 2475 Monument Road, east and northeast of the intersection of Monument Road and Mariposa Drive, east and northeast of property owned by the City of Grand Junction. The property is situated on both sides of Monument Road with approximately 14 acres to the north and 136 acres to the south.

**2. Acreage**

The proposed annexation / Growth Plan Amendment / Planned Development consists of two parcels; one, approximately 125 acres in size, is bisected by Monument Road. The property to the north is approximately 14 acres and the property to the south is approximately 111 acres for a total of 125 acres. The second parcel is located northeast of the larger parcel, entirely south of Monument Road.

**3. Proposed Use**

The property will be developed as a residential neighborhood. All residences will be single family detached homes.

**B. Public Benefit**

The Three Sisters subdivision will create a residential neighborhood that is consistent with adopted City and County policy, specifically the 1998 Persigo Agreement requiring annexation for all properties within the Urban Growth Boundary, the City's Growth Plan (as amended with the Growth Plan Amendment application), the Redlands Area Plan and all development requirements of the City. Specific benefits provided through the Planned Development include creative design which will create a development that incorporates much of the existing topography and rock out-croppings; includes larger quantities of open space than required by the Code; and, includes a proposed trail system that will be available for public use.

**C. Neighborhood Meeting**

A neighborhood meeting was held on Monday, August 13, 2007 at Dos Hombres Restaurant. Eight neighbors attended along with the applicants and a City representative. Attendance sheets and minutes from the meeting are included in this submittal package.

**D. Project Compliance, Compatibility and Impact**

**1. Adopted Plans and/or Policies**

Persigo Agreement

The "Intergovernmental Agreement Between The City Of Grand Junction And Mesa County Relating To City Growth And Joint Policy Making For The Persigo Sewer System," commonly called the Persigo Agreement, was approved by the City of Grand Junction and Mesa County in 1998. Annexation is required by the Agreement when any "Annexable Development" is proposed. The subject property is contiguous to the existing City limits at the shared property line with City owned property to the west.

Applicable Persigo Agreement annexation requirements are as follows:

Goal (b) "Within the 201, all Annexable Development, as herein defined, must only occur within the City and under the City's jurisdiction;"

Paragraph 14. (a) Over time all properties within either the Urban Growth Area or the 201, as those boundaries are adjusted and amended pursuant to this Agreement, will be annexed by the City.....

Paragraph 21. Redlands.....(a) For any residential development, no permit or approval shall be given for such development if any portion of the property is within ¼ mile (1,320 feet) of any portion of the City limits, as those limits change from time to time, except through the City's land use process and until the property is annexed to the City.

Growth Plan

The following policies from the 1996 Growth Plan support this request:

*Future Land Use Map:* The property is subject to a concurrent Growth Plan Amendment request to change the designation from Conservation to Residential Low, ½ to 2 acres per dwelling unit. This development will be completed at a density that falls within the minimum and maximum densities allowed by this designation.

In addition, the following Goals and Policies support this application:

*Policy 1.4:* The City and County may allow residential dwelling types (e.g., patio homes, duplex, multi-family and other dwelling types) other than those specifically listed for each residential category through the use of planned development regulations that ensure compatibility with adjacent development. Gross density within a project should not exceed planned densities except as provided in Policy 1.5. Clustering of dwellings on a portion of a site should be encouraged so that the remainder of the site is reserved for usable open space or agricultural land.

While optional dwelling types are not planned for the Three Sisters project, the gross density will fall within the allowed range of the Residential Low plan designation. Clustering of homes will not only allow the preservation of significant open space, but also retain many of the significant topographical features on the site.

***Policy 3.1:*** "The City and County will continue to implement and clarify the "Intergovernmental Agreement Between the City of Grand Junction and Mesa County Relating to City Growth and Joint Policy Making for the Persigo Sewer System" (The Persigo Agreement) to promote consistent application and implementation of the Joint Plan."

Please see the discussion below justifying the Growth Plan Amendment based upon the inconsistency of the existing Conservation Plan Designation; the definitions in the Persigo Agreement; and, policies encouraging urban development within the Persigo 201 area.

The requested Plan designation of Residential Low will result in less residential density than would occur under the existing County Zoning of RSF-4.

***Policy 4.1:*** "The City and County will place different priorities on growth, depending on where proposed growth is located within the Joint Planning Area, as shown in Exhibit V.3. The City and County will limit urban development in the Joint Planning Area to locations within the Urban Growth Boundary with adequate public facilities as defined in the City and County Codes.

The Growth Plan defines "urban development" as including residential development on lots smaller than two acres. The site of the requested Plan Amendment is inside the Urban Growth Boundary. In fact, the southern boundary of the subject property is the Urban Growth Boundary in this area. The existing "Conservation" designation, which in the Plan appears to restrict any development of this property, is inconsistent with this definition.

***Policy 4.4:*** "The City and County will ensure that water and sanitary sewer systems are designed and constructed with adequate capacity to serve proposed development."

Specifics of infrastructure will be further defined during actual development applications. However, water service exists adjacent to the site with a 12 inch high pressure water main in Monument Road. Sewer will be designed to not only serve development on this site, but also provide the opportunity for additional properties to access the infrastructure as well.

***Policy 5.3:*** "The City and County may accommodate extensions of public facilities to serve development that is adjacent to



existing facilities. Development in areas which have adequate public facilities in place or which provide needed connections of facilities between urban development areas will be encouraged. Development that is separate from existing urban services ("leap-frog" development) will be discouraged."

Development of this property will result in a logical extension of public facilities that will not only provide service to this development but also provide the opportunity for additional properties to access sewer and water. A 12 inch water main exists in Monument Road that can be accessed for water service. While this development is not directly adjacent to properties with other existing services, it is in a logical path of development to the edge of the Urban Growth Boundary.

*Policy 11.1:* "The City and County will promote compatibility between adjacent land uses by addressing traffic, noise, lighting, height/bulk differences, and other sources of incompatibility through the use of physical separation, buffering, screening and other techniques."

The subject parcel contains approximately 150 acres. A development of this size provides the opportunity to address compatibility using separation, screening and unique site characteristics as a buffer to adjacent properties through creative site design.

*Policy 20.7:* The City and County will limit development on steep slopes, ridgelines and hilltops to promote public safety and preserve natural vistas of the Book Cliffs, Grand Mesa and Colorado National Monument.

The subject property has includes slopes in excess of 30% and rock outcroppings. Development will be limited on steep slope areas in accordance with the Zoning and Development Code.

*Policy 26.3:* The City and County will encourage the retention of lands that are not environmentally suitable for construction (e.g. steep grades, unstable soils, floodplains, etc.) for open space areas and where appropriate, development of recreational uses. Dedication of land required to meet recreational needs should not include these properties unless they are usable for active recreational purposes.

Disturbance of steep slope areas will be limited as allowed by the Zoning and Development Code. The natural draws

and drainages are being retained in their natural state as well as part of the larger open space area in the development or may be enhanced if some disturbance is required.

#### Redlands Area Plan

The Redlands Area Plan was adopted by the City and County on March 26, 2002 as an amendment to the 1996 Growth Plan. The following goals and policies from the Redlands Area Plan support this Annexation / Growth Plan Amendment / Planned Development request:

##### General Services Action Plan Policies:

"Provide an urban level of services, all utility, solid waste, drainage and emergency response services to all properties located within the urban boundaries on the Redlands and a rural level of services to properties outside of urban areas.

"Design and construct water and sanitary sewer systems with adequate capacity to serve future populations."

The subject property is located within the Urban Growth Boundary as identified in the Persigo Agreement, the Growth Plan and the Redlands Area Plan. Development of this property will provide utilities and services for the future residents of this property as well as providing future connection to new developments.

##### Community Image / Character Policies:

"Achieve high quality development on the Redlands in terms of public improvements, site planning and architectural design."

This 150 acre site provides a rare opportunity within the City of Grand Junction to master plan a large area. The applicant is committed to providing a high standard of quality and stringent architectural and landscape controls in all aspects of the development.

##### Land Use / Growth Management Policies:

"The City and County will place different priorities on growth, depending on where proposed growth is located within the Joint Planning Area, as shown in the Future Land Use Map (Figure 5A &

5B, Pages 33-34 & 35-36). The City and County will limit urban development in the joint planning area to locations within the urbanizing area with adequate public facilities as defined in the City and County codes."

The Redlands Area Plan definition of "urban development" for residential development is identical to the Growth Plan and the Persigo Agreement, i.e., residential development on lots smaller than two acres. The site of the requested Growth Plan Amendment is inside the Urban Growth Boundary. The existing Conservation designation does not address residential development as an allowed use and is inconsistent with this definition.

Parks, Recreation and Open Space Policies:

"Develop and maintain an interconnected system of neighborhood and community parks, trails and other recreational facilities throughout the urban area."

This project provides the opportunity to integrate on-site biking and hiking trails with those existing on adjacent City property as well the trail along Monument Road as identified on the adopted Urban Trails Master Plan.

2. Land Use in the Surrounding Area:

Property to the west is public land owned by the City of Grand Junction. The Tabeguache trailhead is on the City owned property south of Monument Road. To the north and northwest, residential development at an average density of approximately one home per acre exists at the top of the ridge along Bella Pago Drive. Large lots, between eight and 13 acres are directly across Monument Road at the base of the hill. The area to the east includes irregularly platted parcels ranging in size from one acre to over 16 acres, some developed with single family homes. All of the surrounding property is designated Residential Low, ½ to 2 acres per dwelling unit (the same as this Growth Plan Amendment request) with the exception of the public land, which is designated Public and the property adjoining the southern 40 acres of the subject property, which is designated Rural.

3. Site access and traffic patterns:

The property does not have formal ingress and egress. Access is currently gained through two gates located along Monument Road which is classified as a major arterial.

Early discussions regarding the ultimate development of this site anticipates three access points: two accessing property south of Monument Road and one accessing property to the north.

4. Availability of Utilities:

The property is located in the City's service area for sewer. Sewer service will be extended from South Redlands Road. Water service will be provided by the Ute Water Conservancy District. A 12 inch water line is located in Monument Road. The nearest fire hydrant is located in the vicinity of the intersection of Glade Park Road and Monument Road.

5. Special or unusual demands on utilities:

None

6. Effects on public facilities:

The addition of residential units will have the normal impacts on all public facilities.

7. Site soils and geology:

The site analysis included with this submittal indicates there are areas of expansive soils that will need to be addressed during development. Potential areas of rockfall also exist.

8. Impact of project on site geology and geological hazards:

As noted above, areas with the potential for rockfall have been identified.

9. Hours of operation:

N/A

10. Number of employees:

N/A

11. Signage plans:

Signage plans are not applicable at this time. Future development plans will have project identification and directional signage.

12. Zoning and Development Code review criteria:



### *Annexation*

The review criteria for annexation are contained Section 2.14.C of the Zoning and Development Code:

**Approval Criteria.** The application shall meet all applicable statutory and City administrative requirements.

Statutory requirements are contained in the Municipal Annexation Act of 1965, Sections 31-12-104 and 31-12-105, C.R.S. This annexation request meets these requirements as follows:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owners consent.

### *Growth Plan Amendment*

The review criteria for a Growth Plan Amendment are contained in Section 2.5.C of the Zoning and Development Code (Please note that review criteria a is a stand alone criteria. While the applicant believes that a case can be made that the Conservation designation was applied improperly and that the Amendment request can be based solely on that criteria, this General Project Report provides justification for all review criteria):

#### **2.5 GROWTH PLAN AMENDMENT (GPA)**

##### **C. Approval Criteria**

1. The City and County shall amend the Growth Plan, neighborhood plans, corridor plans, and area plans if the amendment is consistent with the purpose and intent of the Growth Plan, and if:

The Growth Plan identifies the urban area which includes this property and defines "urban" as residential lots smaller than 2 acres per unit. Such a designation cannot be developed under the current Growth Plan designation of Conservation. In addition, as noted above in the discussion of the Growth Plan, Redlands Area Plan and the Persigo Agreement, the requested Amendment meets numerous policies and intent statements contained in those documents.

- a. There was an error such that then existing facts, projects, or trends that were reasonably foreseeable were not accounted for; or

The Growth Plan includes definitions for all land use designations. For the purpose of considering this review criteria, the pertinent designation and definition is:

**Conservation.** Public or private lands reserved for open space, wildlife habitat, environmental conservation purposes. Mining and sand/gravel operations may be permitted as a temporary use.

The applicant recognizes there are areas on the Three Sisters property that meet the criteria for environmental sensitivity as anticipated in the Conservation designation. However, the key reference in this definition is the phrase "reserved." The reservation of private lands would require the agreement of the property owner (such as when development rights are sold to a public or quasi-public entity) except in cases where environmentally sensitive areas are integrated into a development as will be proposed in the development plan on this property. However, in these cases, Plan maps

and documents should indicate the appropriate development designation allowing any sensitive features on the property to be addressed during development review. The application of a Conservation designation on private property, without consideration of the property owner or an action plan to negotiate conservation easements or buy development rights was clearly an error.

Additionally, as noted above, this property is entirely within the Urban Growth Boundary which anticipates development at a defined minimum urban density – one home per two acres. The Growth Plan does not reference any expectation of a residential density for the Conservation designation. If the Zoning and Development Code were to be considered for the implementation of the Conservation designation, the only zone district that implements this designation is CSR - Community Services and Recreation. The CSR district limits residential development to one home per five acres which is inconsistent with the Growth Plan definitions for urban development within the Urban Growth Boundary – again, justification for determining an error was made when the Conservation designation was applied to this property.

- b. Subsequent events have invalidated the original premises and findings;

Both the adoption of the Persigo Agreement in 1998 and the Redlands Area Plan in 2002 were adopted subsequent to the Growth Plan adoption in 1996. With their consistent definitions of "Urban" and their policy statements that all properties within the identified urban area are to be developed at urban levels, these documents confirm that the Conservation designation is inconsistent with the overall intent of the Growth Plan.

- c. The character and/or condition of the area have changed enough that the amendment is acceptable

and such changes were not anticipated and are not consistent with the plan;

Development has occurred to the west of the subject property since the adoption of the Growth Plan with the Redlands Mesa Golf Course. This development has spurred the extension and paving of Mariposa Drive. Additional developments are under review by the City in this area as well including Ridges Mesa and Pinnacle Ridge. Monument Road is being improved with a widened pavement area including four foot shoulders on each side.

- d. The change is consistent with the goals and policies of the Plan, including applicable special area, neighborhood and corridor plans;

Section D, above, reviews goals and policies for the Growth Plan, Persigo Agreement and the Redlands Area Plan all of which support this request.

- e. Public and community facilities are adequate to serve the type and scope of land use proposed;

All public and community facilities are adequate to serve additional residential development at the densities anticipated by this amendment request. Recreational facilities in the form of trails are adjacent to and will be constructed on the subject property.

- f. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and,

In considering the surrounding area as the immediate community, there is a lack of property in the Residential Low land use designation that is available for future development. While the majority of the immediately adjacent property has the same land use designation, remaining large areas of land are all under development consideration except for the area immediately across



Monument Road which has severe constraints based on slope. The developments that include large areas of open land include Pinnacle Ridge and Ridges Mesa. The similarly designated property to the east is divided into irregularly shaped parcels and cannot be considered available for future development.

- g. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The amendment will provide the ability to develop the property at a density that will include several public benefits including the extension of sewer and water infrastructure to properties that do not currently have that access and the construction of additional trails and trail access to the existing system accessed from the Tabequache trailhead on Monument Road.

*Planned Development – Outline Development Plan*

The review criteria for a Planned Development Outline Development Plan are contained in Section 2.12.B.2 of the Zoning and Development Code:

An ODP application shall demonstrate conformance with all of the following:

- a. The growth Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The Outline Development Plan is consistent with all adopted plans and policies. Growth Plan and Redlands Area Plan consistency was discussed above.

- b. The rezoning criteria provided in Section 2.6;

At the time of annexation, a zone district was not applied since the applicant intended on submitting a Planned Development. Section 2.14.F states that property annexed to the City will be zoned in accordance with Section 2.6 to a district that is consistent with the adopted Growth Plan (a Planned Development district is consistent with the

requested Growth Plan Amendment request to Residential Low, ½ to 2 units per acre) and the criteria set forth in Sections 2.6.A.3 and 4:

**Approval Criteria.** In order to maintain internal consistency between this Code and the Zoning Maps, map amendments must only occur if:

3. The proposed rezone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and polices, the requirements of this Code and other City regulations;

The proposed rezone to Planned Development is compatible with the surrounding area. The proposed Overall Development Plan shows an overall planned density of approximately one home per 1.5 acres as well as the possible location of the larger lots that will buffer the adjacent property owners. As noted previously, this project meets the goals and policies of the Growth Plan and Redlands Area Plan.

4. Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning.

All public facilities will have to be planned prior to individual approvals of the Preliminary Development Plans. The provision of the project infrastructure will be designed and accepted by the City prior to PDP approval. Actual impacts of any development will occur after these approvals have been granted.

- c. The Planned Development requirements of Chapter Five:

The Outline Development Plan is consistent with all applicable requirements of Chapter Five:

1. Residential Density.

The proposed residential density of approximately one home per 1.5 acres is consistent with the Growth Plan designation of Residential Low, ½ to 2 acres per dwelling unit.

2. **Minimum District Size**

The project is approximately 150 acres in size, larger than the required minimum of five acres.

3. **Development Standards**

Compliance with all development standards will be discussed as each Preliminary Development Plan is submitted.

4. **Deviation From Development Default Standards**

City staff has suggested the R-2 zone district as the default zone. Any deviation from this district's development standards will be identified in each PDP submittal along with explanations of public benefits that would justify the deviations.

d. **The Applicable Guidelines and Overlay Districts From Chapter Seven;**

The site analysis contained in this submittal addresses the applicable areas of Chapter Seven: primarily the areas of hillside development. As required, areas of greater than 30% slopes are reserved with no development allowed. Each individual Preliminary Development Plan will identify lot sizes consistent with the requirements of Table 7.2.A or justify deviations based on public benefit.

e. **Adequate Public Services and Facilities Shall Be Provided Concurrent With The Projected Impacts Of The Development;**

Public services and facilities are required to be designed at the time of Preliminary Plan submittal.

f. **Adequate Circulation and Access Shall Be Provided To Serve All Development Pods/Areas To Be Developed;**

The Outline Development Plan identifies potential access points and a possible internal circulation system. Detailed

circulation plans will be identified on the Preliminary Development Plan.

- g. Appropriate Screening and Buffering Of Adjacent Property and Uses Shall Be Provided;

All surrounding property and uses are residential which do not require screening and buffering. However, future preliminary plan submittals will consider the proximity of certain properties to the east and allow for additional buffering.

- h. An Appropriate Range Of Density For The Entire Property Or For Each Development Pod/Area To Be Developed;

The overall proposed density is approximately one home per 1.5 acres which is consistent with the requested Residential Low Growth Plan Designation. Individual development areas will have both higher and lower densities.

- i. An appropriate Set Of "Default" Or Minimum Standards For The Entire Property Or For Each Development Pod/Area To Be Developed;

Development standards will be identified with the Preliminary Development Plan. Deviations from the minimum standards of the default zone district will be identified.

- j. An Appropriate Phasing Or Development Schedule For The Entire Property Or For Each Development Area To Be Developed;

See item E. below.

- k. The Property Is At Least Twenty (20) Acres In Size

The property is approximately 150 acres in size.

#### **E. Development Schedule and Phasing**

While six parcels are indicated on the ODP, they do not necessarily represent planned phases. Phasing of development will be considered as preliminary plans are developed. Land clearing and infrastructure construction will begin soon after the Preliminary Plan is approved



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE GROWTH PLAN OF THE CITY OF GRAND JUNCTION TO DESIGNATE APPROXIMATELY 101.7 ACRES FOR A PORTION OF PROPERTY LOCATED AT 2431 MONUMENT ROAD FROM CONSERVATION TO RESIDENTIAL LOW (1/2 – 2 AC./DU.)**

**Recitals:**

A request for a Growth Plan Amendment has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 101.7 acres of a portion of property located at 2431 Monument Road be redesignated from Conservation to Residential Low (1/2 – 2 Ac./DU) on the Future Land Use Map.

In a Public Hearing, the City Council reviewed the request for the proposed Growth Plan Amendment and determined that it satisfied the criteria as set forth and established in Section 2.5 C. of the Zoning and Development Code and the proposed amendment is consistent with the purpose and intent of the Growth Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS REDESIGNATED FROM CONSERVATION TO RESIDENTIAL LOW (1/2 – 2 AC./DU) ON THE FUTURE LAND USE MAP.

**Parcel Number 2945-214-00-071 (Portion of property)  
Located at 2431 Monument Road**

A parcel of land situated in the south half of the northeast quarter, the west half of the southeast quarter, and the northeast quarter of the southwest quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the center-east sixteenth corner of said Section 21; Thence along the east line of the northwest quarter of the southeast quarter of said Section 21 South 00° 23' 51" West, a distance of 1324.30 feet to a #6 rebar with aluminum cap marked "LS 12085" for the southeast sixteenth corner of said Section 21; Thence along the east line of the southwest quarter of the southeast quarter of Section 21 South 00°30'54" West, a distance of 1312.52 feet to a BLM standard monument for the east sixteenth corner of the south line of said Section 21; Thence along the south line of said Section 21 North 89°37'12" West, a distance of 1211.24 feet to a BLM standard monument for the corner common to Government Lots 2 and 3 of Section 28, an angle point of the south line of said Section 21; Thence continuing along the south line of said Section 21 North 89°40'20" West, a distance of 95.65 feet to a BLM standard monument for the south quarter corner of said Section

21; Thence along the west line of the southwest quarter of the southeast quarter of said Section 21 North 00°14'19" East, a distance of 1304.80 feet to a #6 rebar with aluminum cap marked "LS 12085" for the center-south sixteenth corner of said Section 21; Thence along the south line of the northeast quarter of the southwest quarter North 89°56'17" West, a distance of 1313.19 feet to a #6 rebar with aluminum cap marked "LS 12085" for the southwest sixteenth corner of said Section 21; Thence along the west line of the northeast quarter of the southwest quarter of said Section 21 North 00°31'23" East, a distance of 164.02 feet to the southerly right-of-way of Monument Road as described in Book 947 at Page 530 of the Mesa County records; Thence with said right-of-way 847.17 feet along the arc of a 2834.79 foot radius non-tangent curve to the right, through a central angle of 17°07'22" with a chord bearing North 46°31'50" East, a distance of 844.02 feet; Thence continuing with said right-of-way North 55°12'27" East, a distance of 983.21 feet to the north line of the northwest quarter of the southeast quarter of said Section 21; Thence along said north line North 89°14'00" East, a distance of 1214.42 feet to the Point of Beginning

Said parcel contains 101.7 acres (4,430,793 sq. ft.), more or less, as described.

PASSED on this \_\_\_\_\_ day of \_\_\_\_\_, 2008

ATTEST:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ZONING APPROXIMATELY 148.3 ACRES TO  
PD, PLANNED DEVELOPMENT, WITH R-2, RESIDENTIAL – 2 UNITS/ACRE AS THE  
DEFAULT ZONE DISTRICT**

**FOR THE THREE SISTERS PLANNED DEVELOPMENT LOCATED AT  
2431 AND 2475 MONUMENT ROAD**

Recitals:

A request for Zoning and Outline Development Plan approval has been submitted in accordance with the Zoning and Development Code. The applicant has requested that approximately 148.3 acres located at 2431 and 2475 Monument Road be zoned PD, Planned Development with the R-2, Residential – 2 units/acre Zone District as the default zoning.

The attached ODP shows approximate areas of proposed open space and areas of slopes greater than 30%. General street and roadway connections and trails are also indicated. Deviations from the R-2 bulk standards, specific design standards and entrance signage details shall be established with the Preliminary Development (Subdivision) Plan.

In a Public Hearing, the City Council reviewed the request for the proposed Rezone to PD, Planned Development and Outline Development Plan, and determined that they satisfied the criteria as set forth and established in Section 2.12 B. 2. of the Zoning and Development Code, and the proposed PD, Planned Development Zoning and Outline Development Plan are consistent with the purpose and intent of the Growth Plan and Redlands Area Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
GRAND JUNCTION THAT THE AREA DESCRIBED BELOW IS ZONED PD,  
PLANNED DEVELOPMENT WITH AN R-2, RESIDENTIAL – 2 UNITS/ACRE  
DEFAULT ZONING DISTRICT:**

Parcel Numbers 2945-214-00-071 and 2945-211-00-072  
Located at 2431 and 2475 Monument Road

A parcel of land situated in the south half of the northeast quarter, the west half of the southeast quarter, and the northeast quarter of the southwest quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the center-east sixteenth corner of said Section 21;

Thence along the east line of the northwest quarter of the southeast quarter of said Section 21 South  $00^{\circ}23'51''$  West, a distance of 1324.30 feet to a #6 rebar with aluminum cap marked "LS 12085" for the southeast sixteenth corner of said Section 21;

Thence along the east line of the southwest quarter of the southeast quarter of Section 21 South  $00^{\circ}30'54''$  West, a distance of 1312.52 feet to a BLM standard monument for the east sixteenth corner on the south line of said Section 21;

Thence along the south line of said Section 21 North  $89^{\circ}37'12''$  West, a distance of 1211.24 feet to a BLM standard monument for the corner common to Government Lots 2 and 3 of Section 28, an angle point of the south line of said Section 21;

Thence continuing along the south line of said Section 21 North  $89^{\circ}40'20''$  West, a distance of 95.65 feet to a BLM standard monument for the south quarter corner of said Section 21;

Thence along the west line of the southwest quarter of the southeast quarter of said Section 21 North  $00^{\circ}14'19''$  East, a distance of 1304.80 feet to a #6 rebar with aluminum cap marked "LS 12085" for the center-south sixteenth corner of said Section 21;

Thence along the south line of the northeast quarter of the southwest quarter North  $89^{\circ}56'17''$  West, a distance of 1313.19 feet to a #6 rebar with aluminum cap marked "LS 12085" for the southwest sixteenth corner of said Section 21;

Thence along the west line of the northeast quarter of the southwest quarter of said Section 21 North  $00^{\circ}31'23''$  East, a distance of 1286.89 feet to Mesa County Survey Marker #842 for the center-west sixteenth corner of said Section 21;

Thence along the north line of the northeast quarter of the southwest quarter of said Section 21 North  $89^{\circ}14'00''$  East, a distance of 1312.04 feet to the center quarter corner of said Section 21;

North  $00^{\circ}21'50''$  East, a distance of 44.94 feet to the center line of an old county road as described in Book 649 at Page 30;

Thence along said centerline the following four (4) courses:

1. North  $44^{\circ}28'50''$  East, a distance of 120.31 feet;
2. North  $64^{\circ}12'50''$  East, a distance of 722.26 feet;
3. North  $70^{\circ}57'50''$  East, a distance of 818.34 feet;
4. North  $64^{\circ}32'50''$  East, a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17;

Thence along said right-of-way the following three (3) courses:

1. South  $25^{\circ}19'17''$  East, a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the northwest radial to said line;
2. northeasterly 294.40 feet along the arc of said curve, through a central angle of  $22^{\circ}54'51''$ , with a chord bearing North  $53^{\circ}13'18''$  East, a distance of 292.44 feet;
3. North  $41^{\circ}45'43''$  East, a distance of 381.00 feet to the north line of the southeast quarter of the northeast quarter of said Section 21;

Thence along said north line North  $89^{\circ}16'43''$  East, a distance of 304.00 feet to Mesa County Survey Marker for the north sixteenth corner on the east line of said Section 21;

Thence along the east line of the southeast quarter of the northeast quarter of said Section 21 South  $00^{\circ}05'29''$  East, a distance of 216.02 feet;

Thence South  $68^{\circ}39'23''$  West, a distance of 207.07 feet;

Thence South  $36^{\circ}49'52''$  West, a distance of 411.11 feet;

Thence South  $28^{\circ}24'55''$  West, a distance of 285.27 feet;

Thence South  $16^{\circ}43'55''$  East, a distance of 182.53 feet;



Thence South 03°41'40" West, a distance of 260.11 feet to the south line of the southeast quarter of the northeast quarter of said Section 21;  
Thence along said south line North 89°46'48" West, a distance of 17.07 feet;  
Thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19", with a chord bearing North 89°46'48" West, a distance of 90.00 feet to the south line of the southeast quarter of the northeast quarter of said Section 21;  
Thence along said south line North 89°46'48" West, a distance of 680.21 feet to the Point of Beginning.

Containing 148.334 acres (6,461,429 sq. ft.) more or less as described.

PD Phases:

See attached Exhibit A, Outline Development Plan. Each Phase is proposed to be developed within a two (2) year time window. Therefore, this PD Ordinance shall expire in 2020 for the six (6) Phases, unless an extension is granted.

Pod 1 – Range of development to be between 18 and 23 dwelling units on 11.9 acres with a maximum density of 1.93 dwelling units/acre. Access to be provided from Monument Road. Pod 1 to be reviewed and approved by the year 2010.

Pod 2 – Range of development to be between 28 and 35 dwelling units on 16.2 acres with a maximum density of 2.16 dwelling units/acre. Access to be provided from Monument Road. Pod 2 to be reviewed and approved by the year 2012.

Pod 3 – Range of development to be between 6 and 8 dwelling units on 9.8 acres with a maximum density of 0.81 dwelling units/acre. Access to be provided from Monument Road and Random Hills Lane. Pod 3 to be reviewed and approved by the year 2014.

Pod 4 – Range of development to be between 13 and 17 dwelling units on 9.7 acres with a maximum density of 1.75 dwelling units/acre. Access to be provided from Monument Road. Pod 4 to be reviewed and approved by the year 2016.

Pod 5 – Range of development to be between 12 and 22 dwelling units on 17.50 acres with a maximum density of 1.25 dwelling units/acre. Access to be provided from Monument Road. Pod 5 to be reviewed and approved by the year 2018.

Pod 6 – Range of development to be between 22 and 32 dwelling units on 24.5 acres with a maximum density of 1.30 dwelling units/acre. Access to be provided from Monument Road with a secondary access to be provided from Mira Monte that would also serve Pods 3, 4 and 5. Pod 6 to be reviewed and approved by the year 2020.

The overall residential density for the development would be 0.92 dwelling units per acre (1.31 dwelling units per acre net developable land area). The residential development is proposing 44.1 +/- acres of open space and common areas that provide a significant community benefit that may not occur under a straight zoning district that would include recreational amenities like hiking trails and open space that would be dedicated for public use.

**INTRODUCED** on first reading on the 6<sup>th</sup> day of February, 2008 and ordered published.

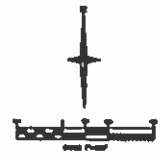
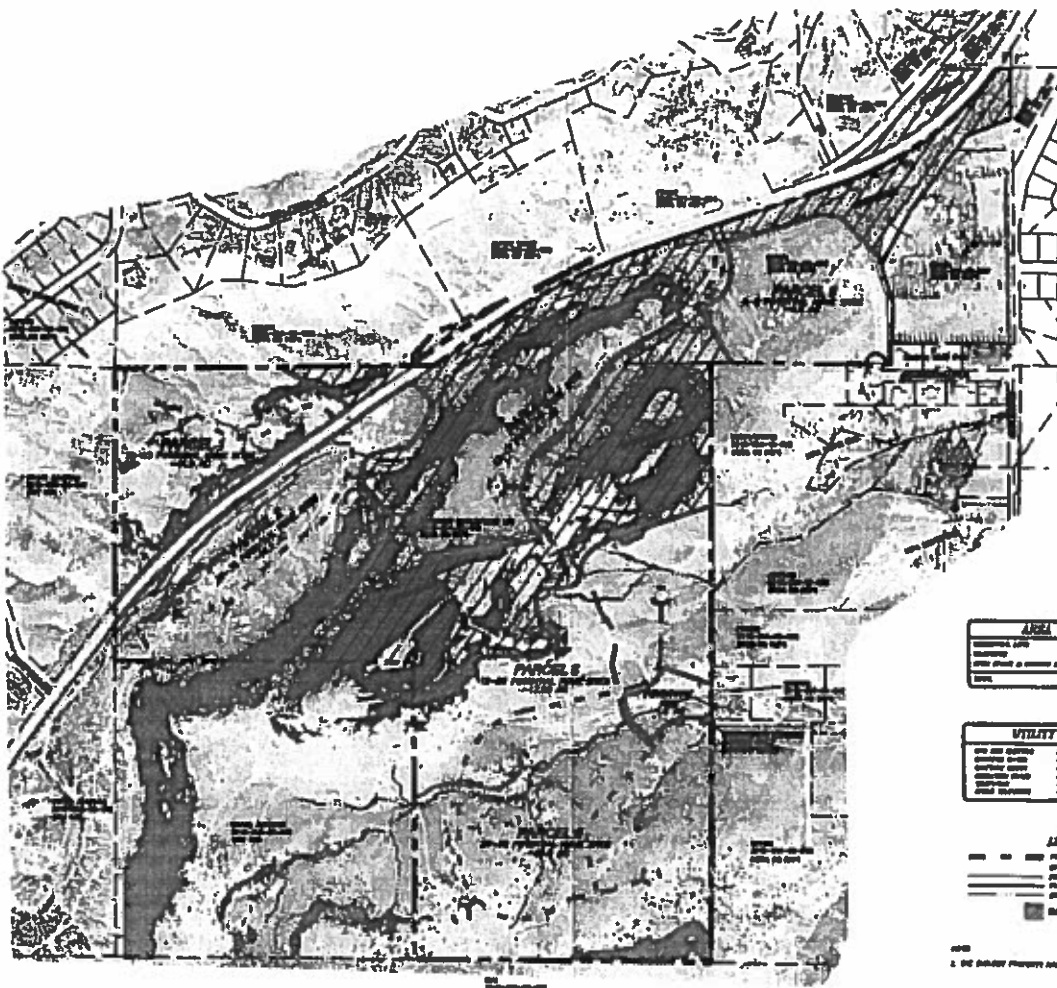
**ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008

ATTEST:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
City Clerk

EXHIBIT A



AREA SUMMARY	
ACRES	100.00
FEET	100.00
...	...

UTILITY PROVIDERS	
Water	City of River City
Electricity	City of River City
Gas	City of River City
...	...

- LEGEND**
- ROAD
  - RAILROAD
  - CANAL
  - DRAINAGE
  - UTILITY
  - FENCE
  - EASEMENT
  - ETC.

1. THE SHOWN PROPERTY HAS NO PREVIOUSLY RECORDED CLAIMS.

**River City**

CITY ENGINEER

PLANNING DEPARTMENT

DATE: 10/15/2010

PROJECT: ...

DRAWN BY: ...

CHECKED BY: ...

SCALE: ...

To access the Agenda and Backup Materials electronically, go to [www.gicity.org](http://www.gicity.org)



**CITY COUNCIL AGENDA  
CITY HALL AUDITORIUM, 250 NORTH 5<sup>TH</sup> STREET  
MONDAY, MARCH 3, 2008, 7:00 P.M.**

**Call to Order**

Pledge of Allegiance  
Invocation – Mark Harris, Retired Pastor

**Appointments**

Commission on Arts and Culture

**Certificate of Appointment**

Forestry Board

**Presentation**

Video Streaming Project

**Council Comments**

**Citizen Comments**

**\*\*\* CONSENT CALENDAR \*\*\*®**

**1. Minutes of Previous Meetings**

**Attach 1**

*Action: Approve the Minutes of the February 20, 2008, Regular Meeting and the Minutes of the February 22, 2008, Special Session*

\*\*\* Indicates New Item  
® Requires Roll Call Vote



2. **Setting a Hearing on the ThreeP Development Annexation, Located at 519 30 Road [File #ANX-2008-019]** **Attach 2**

Request to annex 1.66 acres, located at 519 30 Road. The ThreeP Development Annexation consists of 1 parcel.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 26-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, ThreeP Development Annexation, Located at 519 30 Road Including a Portion of the 30 Road Right-of-Way

@Action: *Adopt Resolution No. 26-08*

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, ThreeP Development Annexation, Approximately 1.66 acres, Located at 519 30 Road Including a Portion of the 30 Road Right-of-Way

Action: *Introduction of Proposed Ordinance and Set a Hearing for April 14, 2008*

Staff presentation: Senta L. Costello, Associate Planner

3. **Setting a Hearing on the Schuckman Annexation, Located at 231 28 ½ Road [File #ANX-2008-018]** **Attach 3**

Request to annex 0.87 acres, located at 231 28 ½ Road. The Schuckman Annexation consists of 1 parcel and is a 3 part annexation.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 27-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Schuckman Annexations No. 1, 2, 3, Located at 231 28 ½ Road Including a Portion of the 28 ½ Road Right-of-Way

@Action: *Adopt Resolution No. 27-08*

**b. Setting a Hearing on Proposed Ordinances**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schuckman Annexation No. 1, Approximately 0.02 acres, Located within the 28 ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schuckman Annexation No. 2, Approximately 0.08 acres, Located within the 28 ½ Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Schuckman Annexation No. 3, Approximately 0.77 acres, Located at 231 28 ½ Road and Including a Portion of the 28 ½ Road Right-of-Way

Action: *Introduction of Proposed Ordinances and Set a Hearing for April 14, 2008*

Staff presentation: Senta L. Costello, Associate Planner

**4. Setting a Hearing on the Martin Annexation, Located at 2107 H Road [File #ANX-2008-017] Attach 4**

Request to annex 2.95 acres, located at 2107 H Road. The Martin Annexation consists of 1 parcel.

**a. Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 28-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Martin Annexation, Located at 2107 H Road

®Action: *Adopt Resolution No. 28-08*

**b. Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Martin Annexation, Approximately 2.95 acres, Located at 2107 H Road

Action: *Introduction of Proposed Ordinance and Set a Hearing for April 14, 2008*

Staff presentation: Justin T. Kopfman, Associate Planner

5. **Setting a Hearing Zoning the Garden Grove-Turley Annexation, Located at 2962 A ½ Road [File #ANX-2007-338]** **Attach 5**

Request to zone the 4.94 acre Garden Grove-Turley Annexation, located at 2962 A ½ Road, to R-4 (Residential 4-du/ac).

Proposed Ordinance Zoning the Garden Grove-Turley Annexation to R-4 (Residential 4-du/ac), Located at 2962 A ½ Road

*Action: Introduction of Proposed Ordinance and Set a Hearing for March 17, 2008*

Staff presentation: Justin T. Kopfman, Associate Planner

6. **Contract for Dividing Wall and Ceiling Replacement at Two Rivers Convention Center** **Attach 6**

This approval request is for the award of a contract for the replacement of the dividing wall, the addition of a second dividing wall and the upgrade and replacement of the lighting system and ceiling grid at Two Rivers Convention Center.

*Action: Authorize the Purchasing Division to Enter into a Contract with PNCl construction, Inc., to Complete the Replacement of the Dividing Wall and Ceiling at Two Rivers Convention Center, in the Amount of \$662,000*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Joe Stevens, Parks and Recreation Director

7. **Contract for Neighborhood Services Remodel** **Attach 7**

This approval request is for the award of a construction contract for the Neighborhood Services building remodel.

*Action: Authorize the City Purchasing Division to Enter into a Contract with Phelps Construction, in the Amount of \$136,334 for the Completion of the Neighborhood Services Building Remodel*

Staff presentation: Jay Valentine, Assistant Financial Operations Manager  
Greg Trainor, Utility and Street Systems Director

\*\*\* END OF CONSENT CALENDAR \*\*\*

\*\*\* ITEMS NEEDING INDIVIDUAL CONSIDERATION \*\*\*

8. Funding Recommendations for Arts and Cultural Events and Projects *Attach 8*

Commission on Arts and Culture recommendations to the City Council for grants to support arts and cultural events, projects, and programs in Grand Junction.

*Action: Approve Recommendations from the Commission on Arts and Culture for Grant Funding*

Staff presentation: Allison Sarmo, Cultural Arts Coordinator

9. Non-Scheduled Citizens & Visitors

10. Other Business

11. Adjournment



**Attach 1**

**Minutes from Previous Meetings**

**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE REGULAR MEETING**

**February 20, 2008**

The City Council of the City of Grand Junction convened into regular session on the 20<sup>th</sup> day of February 2008 at 7:04 p.m. in the City Auditorium. Those present were Councilmembers Bonnie Beckstein, Teresa Coons, Bruce Hill, Doug Thomason, Linda Romer Todd, and Council President Jim Doody. Absent was Councilmember Gregg Palmer. Also present were City Manager Laurie Kadrich, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Doody called the meeting to order. Councilmember Coons led in the Pledge of Allegiance. Invocation was given by Leslie McAnich, Christ Center.

**Appointment**

Councilmember Thomason moved to appoint Robert Johnston to the Forestry Board as an alternate member for a three year term expiring November 2010. Councilmember Hill seconded the motion. Motion carried.

**Citizen Comments**

Cathy Horen, 1982 J Road, Fruita, and Terry Boggs, 444 Manzana Drive, Grand Junction, were present to advise the Council of a fundraiser to help Jordan James, a young man diagnosed with cancer. He attends school at West Middle School.

Randy Stouder, 303 E. Dakota Drive, said he circulated a petition which he presented to the City Clerk. He collected signatures from residents in the area. They obtained 62 signatures on the petition. The petition is to limit street lights in the Red Rocks Subdivision and stated that a similar request was granted in another nearby subdivision. He asked that Council give direction to Staff regarding the request.

**CONSENT CALENDAR**

Councilmember Hill read the items on the Consent Calendar, and then moved to approve the Consent Calendar with the exception of item #12. He asked that the item be pulled and reviewed under individual consideration. It was seconded by Councilmember Beckstein, and carried by roll call vote to approve Consent Items #1 through #11.

**1. Minutes of Previous Meetings**

*Action: Approve the Minutes of the February 4, 2008 and February 6, 2008 Regular Meetings*

2. **Construction Contract for 23 Road Sewer Improvement District Project**

The Mesa County Commissioners are scheduled to create the 23 Road Sewer Improvement District February 25, 2008. The 23 Road Sewer Improvement District project will allow for the elimination of septic systems by installing a 10" and 6" sanitary sewer line along 23 Road, Hwy 340, and South Broadway.

*Action: Authorize the City Manager to Execute a Construction Contract for the 23 Road Sewer Improvement District with M.A. Concrete Construction Inc., in the Amount of \$411,610.98 Contingent on the Formation of the Sewer Improvement District by Mesa County Commissioners on February 25, 2008*

3. **Setting a Hearing on the Holbrook Annexation, Located at 2525 D Road [File #ANX-2007-361]**

Request to annex 14.29 acres, located at 2525 D Road. The Holbrook Annexation consists of 1 parcel, includes portions of the Monument Road and D Road rights-of-way, and is a 4 part serial annexation.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 16-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Holbrook Annexations No. 1, 2, 3, and 4, Located at 2525 D Road and Including Portions of the Monument Road and D Road Rights-of-Way

*Action: Adopt Resolution No. 16-08*

b. **Setting a Hearing on Proposed Ordinances**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 1, Approximately 0.01 Acres, Located Within the Monument Road and D Road Rights-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 2, Approximately 0.02 Acres, Located Within the D Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 3, Approximately 0.58 Acres, Located at 2525 D Road and Including a Portion of the D Road Right-of-Way

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Holbrook Annexation No. 4, Approximately 13.68 Acres, Located at 2525 D Road

Action: *Introduction of Proposed Ordinances and Set a Hearing for March 31, 2008*

4. **Setting a Hearing on the Ford Annexation, Located at 2036 Broadway [File #ANX-2007-375]**

Request to annex 4.06 acres, located at 2036 Broadway. The Ford Annexation consists of 1 parcel of land.

a. **Referral of Petition, Setting a Hearing and Exercising Land Use Jurisdiction**

Resolution No. 22-08—A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation and Exercising Land Use Control, Ford Annexation, Located at 2036 Broadway Including Portions of the Broadway (Highway 340) Right-of-Way

Action: *Adopt Resolution No. 22-08*

b. **Setting a Hearing on Proposed Ordinance**

Proposed Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ford Annexation, Approximately 4.06 Acres, Located at 2036 Broadway Including Portions of the Broadway (Highway 340) Right-of-Way

Action: *Introduction of Proposed Ordinance and Set a Hearing for April 2, 2008*

5. **Setting a Hearing on Rezoning Properties Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive [File #PP-2006-251]**

A request to rezone 10.3 acres located at the southeast corner of 28 ¼ Road and Grand Falls Drive from PD, Planned Development, to R-8, Residential – 8 units/acre Zoning District.

Proposed Ordinance Rezoning an Area of Land from PD, Planned Development, to R-8, Residential – 8 Units/Acre Zoning District, Located at the Southeast Corner of 28 ¼ Road and Grand Falls Drive

Action: *Introduction of Proposed Ordinance and Set a Hearing for March 5, 2008*

6. **GOCO Grant Application for Canyon View Park**

The City of Grand Junction is prepared to apply for the \$200,000 GOCO Local Parks and Outdoor Recreation Grant for Canyon View Park. The resolution 1) authorizes the submittal of the application and 2) indicates property ownership and the willingness to accept the maintenance responsibilities for the development.

Resolution No. 23-08—A Resolution Supporting and Authorizing the Submittal of a Grant Application between Great Outdoors Colorado (GOCO) and the City of Grand Junction for the Continuation of the Development of Canyon View Park

Action: *Adopt Resolution No. 23-08*

7. **Contract for Water Slide Replacement at Lincoln Park-Moyer Pool**

This approval request is for the award of a contract for the design and installation of the replacement slide flume at Lincoln Park-Moyer Swimming Pool.

Action: *Authorize the City Purchasing Division to Enter into a Contract with Churchich Recreation, LLC to Complete the Design and Installation of a New Water Slide at Lincoln Park-Moyer Swimming Pool in the Amount of \$371,608*

8. **Contract for Enterprise Network Switch Equipment**

Purchase network switching equipment and related professional services as part of the City's ongoing network equipment maintenance program. The proposed replacement equipment will upgrade the network backbone switching equipment to high speed, intelligent capacity.

Action: *Authorize the City Purchasing Division to Sole Source Network Switching Equipment and Professional Installation Services from Information Systems Consulting, Inc. (ISC) Located in Centennial, CO for a Total Price of \$437,130.70*

9. **Setting a Hearing on Amending the City Parking Code**

Amendments are needed to the Parking Code to prohibit parking in planting strips and outside designated spaces.

Proposed Ordinance Adopting Amendments to Chapter 36, Sections 36-17 and 36-33 of the City of Grand Junction Code of Ordinances Relating to the Parking Code as well as Adopting a New Section 36-38

Action: *Introduction of Proposed Ordinance and Set a Hearing for March 5, 2008*

10. **Setting a Hearing on Amending the City Code Regarding Municipal Court Jurisdiction Over Theft Crimes of Less than \$1,000**

Pursuant to a change in state law, a municipal court is authorized to take jurisdiction over theft crimes involving items less than \$1,000. The current City ordinance (GJCO §24-7) authorizes the Grand Junction Municipal Court jurisdiction over theft in an amount of \$300 or less. The proposed amendment will increase jurisdiction to \$1,000 or less.

Proposed Ordinance Amending Chapter 24, Section 7 of the City of Grand Junction Code of Ordinances Relating to Theft



Action: Introduction of Proposed Ordinance and Set a Hearing for March 5, 2008

11. **Contract Study for Retail Recruitment and Retention**

The City of Grand Junction would like to enter into a contract with the firm Buxton, in order to evaluate potential retail business for Orchard Mesa, Downtown/North Avenue, and Clifton areas and take the initiative to help recruit and retain retail to sustain the economy in the Valley.

Action: Authorize the City Manager to Enter into a Contract with Buxton in the Amount of \$72,000 (a Portion to be Reimbursed by the Other Partners)

12. **Purchase of Eleven Police Patrol Vehicles** – MOVED TO INDIVIDUAL CONSIDERATION

**ITEMS NEEDING INDIVIDUAL CONSIDERATION**

**Purchase of Eleven Police Patrol Vehicles**

This purchase is for eleven police patrol vehicles, six are replacements and five are expansions to the fleet. The patrol units being replaced include one 1999, three 2003 and two 2004 models as identified by the annual review of the Fleet Replacement Committee. The expansion vehicles will be used to replace vehicles currently being used by School Resource and two Commanders on a "non-accrual" basis. These eleven sedans are E 85 OEM Bi Fuel (flex fuel) compatible.

Councilmember Hill moved to authorize the City Purchasing Division to purchase Eleven 2008 Ford Crown Victoria "Police Interceptors", from Western Slope Auto located in Grand Junction, CO in the amount of \$250,218. Councilmember Beckstein seconded the motion.

Councilmember Hill brought up the City's purchasing policy, and that the City does not have a local preference policy. However, the local vendor was only 1% more than the low bidder. He recommended the purchase be local to keep taxpayer dollars local.

President of the Council Doody agreed with Councilmember Hill to support our local economy since it was less than 1% in total difference.

Councilmember Coons stated that she also agreed with Councilmember Hill. The difference is not enough to send the money out of town.

Motion carried by roll call vote.

**Change Order No. 2 for 7<sup>th</sup> Street Corridor Project**

This Change Order includes extra work totaling \$146,000 required during construction of the recently completed 7<sup>th</sup> Street Corridor Project. Extra work included removal of old

concrete pavement beneath the asphalt pavement; additional aggregate base course required to stabilize subgrade soils under the roadway; additional asphalt paving needed to transition from existing asphalt pavement to new concrete pavement; and additional trenching required for installation of conduits for the street lighting system.

Tim Moore, Public Works and Planning Director presented this item. He stated that this will finalize a contract with Mays Construction for the improvements on 7<sup>th</sup> Street. This change order covers some of the undergrounding done for Xcel Energy. It is proposed that this project be paid for with monies saved from the 24 Rd / I-70 landscaping project.

Councilmember Coons inquired if the work was already completed, and asked if the additional work was unforeseen. Mr. Moore replied that the work had already been completed, and that the additional work had been unforeseen.

Councilmember Todd moved to authorize the City Manager to approve Change Order No. 2 in the amount of \$146,000 for the 7<sup>th</sup> Street Corridor Improvement Project. Councilmember Coons seconded the motion. Motion carried by roll call vote.

**Public Hearing—Mersman Annexation, Located at 3037 D Road [File #ANX-2007-356] – Request to Continue to May 5, 2008**

Request a continuance to annex 1.45 acres, located at 3037 D Road. The Mersman Annexation consists of 1 parcel.

Justin Kopfman, Associate Planner, asked that this item be continued to May 5, 2008.

Councilmember Hill moved to approve the request for a continuance to adopt resolution accepting the petition and the public hearing on the annexation ordinance for the Mersman Annexation to May 5, 2008. Councilmember Thomason seconded the motion. Motion carried by roll call vote.

**Public Hearing—Vacation of the North/South Alley between S. 8<sup>th</sup> and S. 9<sup>th</sup> Streets, North of Winters Avenue [File #VR-2007-050]**

Consideration of a proposed ordinance to vacate the north/south alley between S. 8<sup>th</sup> and S. 9<sup>th</sup> Streets, north of Winters Avenue. The applicant is requesting to vacate the alley in order to use the land with the properties located at 806 and 814 Winters Avenue for storage of construction and special event traffic control signs and equipment.

The public hearing was opened at 7:25 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the site, the location, and the surrounding uses. The adjacent neighbor to the north is Castings, Inc., and to the south is Orkin Pest Control Operations. She referred to a letter that asked that the vacation not be granted. Ms. Costello said she did not think the request met all the criteria for a vacation. It will create a dead end that goes nowhere which could create a problem. It is also a violation of the TEDs manual. Therefore Staff recommended denial, however the Planning Commission felt that since it was a short distance it was not an issue, and recommended approval.

Councilmember Hill stated that it looked like there were six criteria in Section 2.11.c of the Zoning and Development Code, and that two of the criteria not being met is the Growth Plan and the TEDs. Even though it reduces the City's maintenance, all six of the criteria need to be met. Councilmember Hill pointed out that neighbor approval is not one of the criteria. Ms. Costello agreed with Councilmember Hill.

Kirk Knowles, Knowmoore, LLC, the applicant, 749 Winters Avenue, stated that the proposed vacation area has never been used for public travel.

Councilmember Coons asked if businesses or the people traveling to work use the alley as a means of circulation. Mr. Knowles said no, and stated that where the alley adjoins Winters Avenue it is used for street parking, so the alley is generally blocked. He also stated that in the summertime this area is a long narrow weed patch.

Councilmember Todd asked Ms. Costello what kind of traffic is on the east/west street. Ms. Costello stated that she was told by Castings that they use it on occasion. In pictures she has seen of the alleys in the area, she has seen tire marks, but does not know to what extent the east/west street is being used. Ms. Costello said Mr. Bonella, owner of Castings, is present and may have a better idea.

Mark Bonella, Co-owner and President of Castings, Inc., the property to the north, stated that the piece of property is not currently being used, but it is an access to their property. He stated that there is a curb cut to the east, there are utility lines, and vacant cars in the back. The person requesting the vacation needs more space which is the reason for the request. He believes that eventually other uses will be going in that industrial area which will include truck traffic. He feels that by vacating that alley, trucks won't be able to turn around or go through. He would like to see the potential for truck traffic and safety remain there, and not block it off.

Councilmember Todd asked what utilities are there. Mr. Bonella stated gas, electric, and he believes, the water meter is also there. Councilmember Todd stated that she was looking at the water map and it doesn't show any water lines. Mr. Bonella said he wasn't sure about the water.

Mr. Bonella feels that there is a need for that alley in the future for circulation, and he would like to see it available for future use with the way the City is growing.

Councilmember Todd asked why leaving the alley alone will give Mr. Bonella more access, and why can't he use 8<sup>th</sup> Street? Mr. Bonella stated that he is not sure he could use 8<sup>th</sup> Street because he thinks there is a storm water pipe running through there.

Cheryl Moore, 749 Winters Avenue, a co-applicant, said that the radius is very tight on the alley, and a car barely fits. She said no one can get to the alley they want to vacate from the alley by Castings, Inc. From their research, there are no utilities. She agreed that they do need more property. It would be easier to extend their fence than buying new property. In order for the alleyway to go through, Castings would have to remove some buildings.

Ms. Costello said that the utilities are on the east/west section of the alley and there are none in the section proposed to be vacated.

There were no other public comments.

The public hearing was closed at 7:47 p.m.

Councilmember Hill stated that the map in the packet shows the alleyway went all the way to the east to the Mesa County property. A portion of the alley was vacated. The six criteria have not been met, and therefore he can't support the request.

Councilmember Todd said that it appears that there are two alley legs that go nowhere that are not currently being used, nor does it appear to ever have been used, so the question is its use as an alley.

Councilmember Thomason questioned the fact that there is no current connectivity, and the property owner to the east is agreeable with the vacation, therefore he is inclined to approve the vacation.

Councilmember Coons said it looks like it would be desirable to have some connectivity there, but it appears there are some traffic problems needing to be resolved. She was sympathetic to the applicant for their need of more property; however, that is not really the issue at hand.

Councilmember Beckstein asked Ms. Costello what access Castings, Inc. has to their property from the existing roads right now. Ms. Costello said that they have access off of 4<sup>th</sup> Avenue, and from the east/west alley. They do have access from both north and south.

Councilmember Beckstein asked Ms. Costello to discuss in more detail the safety issue impact on vacating the alley. Ms. Costello said that she received feedback from both the police and fire departments, and it meets their standards. The Fire Department has a standard that no distance can be greater than 150 feet, and the TEDs manual has a requirement that right-of-way can't be used for access to a property. It is Ms. Costello's understanding that Latin Anglo Alliance to the west frequently uses 8<sup>th</sup> Street as a parking area, which could be a concern for fire and police to get in, in the case of an emergency if the alley isn't available.

Councilmember Beckstein asked if 8<sup>th</sup> Street shouldn't be kept open. Ms. Costello replied yes, but they may have a permit to use it.

Councilmember Beckstein asked if the alley is vacated, will 8<sup>th</sup> Street then have to be improved. City Attorney Shaver said he is not aware of any enforcement issues on unimproved right-of-way, but he can look to see if any of the adjacent owners have obtained a revocable permit.

Councilmember Todd asked Ms. Costello how closing off an alley that has never been used would cause a more unsafe situation than what is currently there. Ms. Costello



stated that it comes down to whether or not the alley is really being used. She has seen tire tracks in pictures that have been taken within the last six months.

Councilmember Beckstein believes that this needs to be looked into more, and that 8<sup>th</sup> Street issues need to be resolved first. She can't support the request at this time.

Councilmember Todd asked how often are there multiple alleys coming off of a street. Ms. Costello replied not often, the alley was created after the plat was recorded.

Councilmember Hill said most alleys have two ways in, and the vacation will eliminate one of the ways in.

Councilmember Coons is concerned about reducing access in industrial areas.

Kirk Knowles stated that the east/west alley extends all the way west to 7<sup>th</sup> Street.

President of the Council Doody noted the request does not meet all the criteria.

Ordinance No. 4180—An Ordinance Vacating North/South Right-of-Way for Alley Located Between South 8<sup>th</sup> and South 9<sup>th</sup> Streets, North of Winters Avenue

Councilmember Todd moved to adopt Ordinance No. 4180, and ordered it published. Councilmember Thomason seconded the motion. Motion failed by roll call vote with Councilmembers Beckstein, Coons, Hill, and Council President Doody voting NO.

**Public Hearing—Pinson-Hergistad Annexation and Zoning, Located at 644 ½ 29 ½ Road [File #ANX-2007-352]**

Request to annex and zone 3.02 acres, located at 644 ½ 29 ½ Road, to R-4 (Residential 4 du/ac). The Pinson-Hergistad Annexation consists of one parcel and is a 2 part serial annexation.

The public hearing was opened at 8:08 p.m.

Senta L. Costello, Associate Planner, reviewed this item. She described the site, and the location. She asked that the staff report and the attachments be entered into the record and recommended approval. The Planning Commission also recommended approval.

Carolyn Hergistad, 565 ½ Villa Street, the applicant, came forward to point out a correction in the acreage.

There were no public comments.

The public hearing was closed at 8:10 p.m.

**a. Acceptance Petition**

Resolution No. 24-08—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Pinson-Hergistad Annexation, Located at 644 ½ 29 ½ Road is Eligible for Annexation

**b. Annexation Ordinance**

Ordinance No. 4181—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pinson-Hergistad Annexation No. 1, Approximately 0.33 acres, Located at 644 ½ 29 ½ Road

Ordinance No. 4182—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Pinson-Hergistad Annexation No. 2, Approximately 2.69 acres, Located at 644 ½ 29 ½ Road

**c. Zoning Ordinance**

Ordinance No. 4183—An Ordinance Zoning the Pinson-Herigstad Annexation to R-4, Located at 644 ½ 29 ½ Road

Councilmember Coons moved to adopt Resolution No. 24-08, and adopt Ordinance Nos. 4181, 4182, and 4183, and ordered them published. Councilmember Hill seconded the motion. Motion carried by roll call vote.

**Public Hearing—Rezoning the John H. Hoffman Subdivision, Located at 3043 D Road [File #PP-2007-267]**

A request to rezone 8.02 acres, located at 3043 D Road, from R-5 (Residential 5 du/ac) to R-8 (Residential 8 du/ac).

The public hearing was opened at 8:11 p.m.

Adam Olsen, Associate Planner, reviewed this item. He described the site, and the location. He asked that the staff report and attachments be entered into the record. The Staff and Planning Commission recommended approval.

Dennis Johnson, representing Habitat for Humanity, 225 N. 5<sup>th</sup> Street, Suite 200, stated that the request falls within the Growth Plan designation, and the R-8 zoning is more appropriate.

Mr. Olsen displayed a map of the location.

There were no public comments.

The public hearing was closed at 8:14 p.m.

Ordinance No. 4184—An Ordinance Rezoning the Property Known as the John H. Hoffman Subdivision Rezone to R-8, Residential 8 Units Per Acre, Located at 3043 D Road

Councilmember Thomason moved to adopt Ordinance No. 4184, and ordered it published. Councilmember Beckstein seconded the motion.

Councilmember Hill stated that the rezone request fits under the Growth Plan designation.

Councilmember Todd said she was glad to see Habitat for Humanity move for making the lots smaller, and the housing more affordable.

Motion carried by roll call vote.

**Public Hearing—Zoning the Sura Annexation, Located at 405 25 Road [File #ANX-2007-276]**

Request to zone the 1.45 acre Sura Annexation, located at 405 25 Road, to R-4 (Residential, 4 du per acre).

The public hearing was opened at 8:16 p.m.

David Thornton, Principal Planner, reviewed this item. He described the site and the location. The City Council changed the Growth Plan designation a couple of months ago. He asked that the staff report and attachments be entered into the record. Both Staff and the Planning Commission recommend approval. The applicant was not present.

There were no public comments.

The public hearing was closed at 8:17 p.m.

**Ordinance No. 4185—An Ordinance Zoning the Sura Annexation to R-4 (Residential -4 du/ac), Located at 405 25 Road**

Councilmember Coons moved to adopt Ordinance No. 4185 and ordered it published. Councilmember Todd seconded the motion. Motion carried by roll call vote.

**Public Hearing—Zoning the Reigan/Patterson/TEK/Morario Annexation, Located at 2202, 2202 ½, 2204 H Road and 824 22 Road [File #ANX-2007-279]**

Request to zone the 26.732 acre Reigan/Patterson/TEK/Morario Annexation, located at 2202, 2202 ½, 2204 H Road and 824 22 Road to City Mixed Use (MU).

The public hearing was opened at 8:18 p.m.

David Thornton, Principal Planner, reviewed this item. He described the site and the location, and advised that the Growth Plan Amendment was approved by City Council a couple of months ago. He asked that the staff report and attachments be entered into the record. He advised that at this time the applicant has not submitted a plan so a Mixed Use zone designation is recommended.

Robert and Marie Reigan, 2204 H Road, said the request will help the area, and allow the transitional uses in this industrial area.  
There were no public comments.

The public hearing was closed at 8:21 p.m.

Ordinance No. 4186—An Ordinance Zoning the Reigan/Patterson/TEK/Morario Annexation to Mixed Use Located at 2202, 2202 ½, 2204 H Road, and 824 22 Road

Councilmember Beckstein moved to adopt Ordinance No. 4185 and ordered it published. Councilmember Coons seconded the motion. Motion carried by roll call vote.

Council President Doody called a recess at 8:22 p.m.

The meeting reconvened at 8:35 p.m.

**Public Hearing—Growth Plan Amendment and Planned Development Outline Development Plan (ODP) for the Three Sisters Area, Located at 2431 and 2475 Monument Road [File #GPA-2007-262]**

Request for approval of an Outline Development Plan (ODP) to develop 148.3 acres as a Planned Development for properties located at 2431 and 2475 Monument Road in the Redlands and designating the R-2, Residential – 2 units/acre Zoning District as the default zone district.

The public hearing was opened at 8:36 p.m.

Scott D Peterson, Senior Planner, reviewed these two items. There are actually two requests, one is a Growth Plan Amendment, and the other is approval of an Outline Development Plan (ODP). He described the site and the location. There are two properties being included in this consideration. One property was just annexed at the last City Council meeting. He described how a portion of the property was designated as Conservation when the Growth Plan was adopted. The property is in the 201 Sewer Service Boundary, and the Persigo Agreement states that property in the 201 should be developed at an urban level of development. The existing zoning is 4 units per acre. There are ridgeline development standards that must be met. The build-out is proposed to be in 2020. The total dwelling units will be between 99 and 137. The plan includes open space and a trail system dedicated for public use that is not already in the Urban Trails System.

Mr. Peterson found that the ODP generally avoids areas of 30% slope or greater, and other areas of potential impacts such as drainage. The site analysis does reveal areas of expansive soils and rock, but a geotechnical report would be required to address the suitability of the site prior to residential development approval.

The proposal conforms to the Redlands Area Plan as follows: the achievement of a high quality development in the Redlands in terms of public improvements, site planning, and architectural design, the park and recreation open space policies and plan that includes



integrating onsite biking and hiking trails with those existing on adjacent City property as well as along Monument Road as identified on the Urban Trails Master Plan, thus meeting requirements and policies of the Redlands Area Plan. The Planning Commission and Staff find that the request meets the criteria and conforms to the Growth Plan criteria and is recommending approval. The applicant is available for comments.

Councilmember Hill stated in summary that the Conservation designation is not in error so the other criteria must be met, and the topographical and other concerns will be handled through plan review.

Mr. Peterson confirmed and added that any building will have to be set back 200 feet from the ridgeline unless other visual evidence is submitted that there will be no impact. The ODP/PD locks the developer to a certain number of units.

Councilmember Coons asked about the very visible houses built on the ridgelines across the street, and is that area treated differently. Mr. Peterson replied that those were built prior to the 2000 Zoning Code requirements relative to ridgelines.

Bob Blanchard, 706 Jasmine Lane, representing the applicant, Conquest Developments, said there are two applications for consideration. He presented a vicinity map that showed the larger area where Monument Road bisects the property. The property is entirely within the Urban Growth Boundary. The request is to designate the property as Residential Low which is ½ to 2 acres per unit. He reviewed the criteria. If there is no error, then all six of the criteria need to be met. He did believe an error was made as a Conservation designation which does not allow development; a zone designation of CSR allows for that. Conservation designation is reserved for open space, wildlife habitat, and environmental conservation purposes. Very few privately owned parcels are designated Conservation. When designating private property as Conservation, usually one has concurrence of the property owner, and an action plan for the property. Neither of these things occurred when the designation was originally placed on this property. In addition, property within the Urban Growth Area is supposed to be developed at an urban level of density, and maintaining the designation makes it inconsistent with existing City policy. Lastly, Mr. Blanchard related the error to current growth trends.

Mr. Blanchard then addressed the other six criteria: 1) Subsequent events that invalidate that designation. In 1996 the property was designated Conservation. In 1998 the Persigo Agreement was adopted. While defining the joint planning area this property was placed in the Urban Growth Plan boundary. In 2002 the Redlands Area Plan was revised. This property was discussed by the City Council in 2001 and 2002. The fallacy was that there was a continuation of an inappropriate designation which does not allow development on property that four years prior had been placed inside the Urban Growth Plan designated for urban level development. 2) The character of the area has changed. There are changes going on with Redlands Mesa approved since 1996, Mariposa Drive was improved, and there are other subdivisions in the near vicinity that have been approved. The County also recently approved road improvements to Monument Road. 3) This application is consistent with the plans that the City has on record for this site as Mr. Blanchard previously discussed when he explained the Growth Plan, the Redlands Area Plan, and the Persigo Agreement. 4) Public facilities can be made available. Sewer can

be provided from South Redlands Road, and Ute Water has a 10 inch water line that runs the length of the property and Monument Road. He pointed out that Monument Road is designated as a minor arterial road. With traffic counts taken in December 2006, the traffic on Monument Road does not surpass 60% of its design capacity as a minor arterial, so the infrastructure exists. In addition, the recreational infrastructure is adjacent to the site. 5) Available land within that same requested designation is always looked at in the area, and when one considers the surrounding property there is very little in that area nearby that is available for future development. 6) The community benefits would be significant from the extension of water and sewer, and construction of new trails. Also part of the request is the Outline Development Plan for the entire 148 acres. The ODP shows how the property will be developed, the density for each parcel or pod, and shows that 44 to 45 acres will be maintained as open space. Those areas where there are slopes of 30% or greater which cannot be developed are not counted in the open space. There are three access points; the third being a stub street that has been an issue with the neighbors.

The criteria for approval of an Outline Development Plan must include the Growth Plan criteria, and the rezone criteria, and include compatibility. Compatible does not always mean "the same as", which is another benefit for showing the ODP to see what the developer is willing to do to be compatible with the adjoining areas. Planned Development requirements need to be compatible for density. The corridor guidelines, public services and facilities, circulation and access, screening and buffering were addressed. The owner has visited the neighbors because of concerns expressed. He asked for approval, and that there are others available to speak on additional questions.

Council President Doody opened the floor, beginning with three speakers in opposition, and then three in favor. He asked that they try not to repeat the same points.

David Mueller, 114 Mira Monte, spoke regarding access as it relates to the density proposed. The density proposal calls for between 99 and 137 homes. The review comments included assurance that Mira Monte will not be an access point. The City Development Engineer and the City Fire Department said that they would require that Mira Monte be a second access. The City Development Engineer said that they could plat up to 100 homes with only one access provided. There is a second proposed access, which is Mira Monte. The Fire Department said over 60 lots would require this second access pursuant to the TEDs Standard. This needs to be clarified. There is no right-of-way or public access on Mira Monte Road. This road ends before the stub-in location. The owners have a prescriptive easement for access to their property. He doesn't know how that stub street can be considered as the second access, as it appears that it should limit the density. The notion that Mira Monte will be a secondary access will be met with probable legal action. The ODP access is only along Monument Road. Mr. Mueller said he was baffled that there has never been a determination that there is legal access for the density proposed, and he has brought this up at every meeting, but it has never been resolved.

Susan Gamble, 305 E. Dakota Drive, said she disagreed that the owners did not have input to the Conservation zoning at the time it was adopted. The Conservation zoning was adopted prior to 1996 and then reaffirmed by the Growth Plan and the zoning was in

place at the time the property was purchased in 2005. In order to amend the Growth Plan several criteria in Section 2.5 c must be met. Because the Staff has determined that there was no error in the Growth Plan, then Criteria B through G must be met.

Ms. Gamble addressed the criteria and her findings. Addressing Criteria B, she stated that in 1996 City growth had been taken into account as a big part of the Growth Plan as testified to by former Planning Commissioner John Elmer. Criteria C, character of the Redlands had changed. Redlands Mesa was already being developed in 2002 when Redlands Area Plan was adopted. The other developments are also following the Growth Plan, and are consistent with the Growth Plan. Regarding Criteria D, she said that just because it is within the Urban Growth Boundary it does not mean it must be developed, and it is zoned Conservation, one house per five acres. It was confirmed again by Mr. Elmer of the 1996 Planning Commission that the zoning in the Redlands was carefully considered and was not in error. The intent was to preserve the plant, wildlife, and the existing topography of the area.

Ms. Gamble said that the lack of adequate facilities required by criteria E, are the schools. Wingate and Redlands Middle Schools are both already over capacity. If this area was developed in Conservation density, the impact on the schools would be minimized. Criteria F states that an inadequate land is available. She stated names of several subdivisions that are available for development. Criteria G states that the community will derive benefits from the amendment. By changing the designation to Residential Low will allow sprawl which is not a benefit. She said that none of the Criteria B through G have been met and said the Council should not approve either application.

Randy Stouder, 303 E. Dakota, apologized to the City Council members for comments he made at the last Persigo meeting, stating they were supposed to be humorous. He said he reviewed the criteria. There are significant topographical issues and ridgeline issues. He thought the property should be conserved or developed lightly. Conservation recognizes development. The surrounding land is BLM and City land, not vacant land. There is a lot of history on most of these parcels. There were notes in 2002 mentioning this parcel, and the owner withdrew any proposal for a different Growth Plan designation. The Monument brings in many visitors, and he reviewed the criteria and distributed a handout of his review of the criteria (attached). He does not believe that growth pressure is a good reason to increase development. The Redlands Area Plan is a good plan. He shared his suggestions on a different idea for the sewer extension. He also had some concerns regarding flooding, as there was a peak flow event in 1978 that went right through this site.

Greg Joufflas, 113 Mira Monte, wanted to speak in opposition, and Council President Doody asked Mr. Joufflas to wait his turn.

Council President Doody asked for three in favor of the proposal to speak.

Steven Kesler, 494 Tiara Drive, said there are good people speaking on both sides of the issues. He noted the Planners have substantial training, and there are others with less training trying to answer very complex questions. He lauded the workmanship of Daren Caldwell of Conquest Development. He pointed out that no one could have predicted the

growth taking place now which is why the area is behind growth for housing. There is a huge amount of open space in this development and this plan would not impede the views of the Mesa, the Monument, and the Bookcliffs. The City Council should listen to the professionals as they have a community to take care of and this will be a beautiful project.

Jana Gerow, 2350 G Road, said it is great to do work with a developer like this who is sensitive, takes into consideration the issues being brought up by the neighbors, and addresses their concerns.

Since there were no others to speak in favor, Council President Doody asked if there were more of those opposed.

Greg Joufflas, 113 Mira Monte Road, said certain criteria must be met, and he disagrees that they have been met. One reason this was designated Conservation was to protect the visual corridor on Monument Road. That hasn't changed or been invalidated, and it should be protected. The changes in the neighborhood that have been cited are on the north side of Monument Road. He asked for denial as they have not met the criteria. In addition, the Outline Development Plan has too high of density, and it will change the character of the area. He also has concerns with the impact to Mira Monte as a second access once they exceed the threshold of units built.

Britt Smith, 214 Mira Monte Road, said the character of this property has not changed, and when discussed in 1996, this property was specifically addressed, and it was stated that Monument Road could not handle additional volume of traffic. He asked that, specifically, the zoning request be rejected.

Catherine Eicher, 140 Mira Monte, adjacent to the subject project, disagreed there was an error in the original plan and under the Redlands Area Plan that was adopted in 2002, the designation was reaffirmed for a number of reasons. There is a lot of rock in the ground and any blasting that may have to be done might affect her well which is 850 feet down. This area is full of wildlife and is a beautiful area. She does not think that this is the time to make piecemeal changes when the Comprehensive Plan is in the works.

Sue Harris, 214 Mira Monte, had pictures of the area that showed the natural drainages onto her property. She expressed her concerns regarding these issues and she referred to statements in the staff report.

Bonnie Steele, 2499 Random Hills Lane, agreed there was no error made in the original plan, and that the designation is also supported by the Redlands Area Plan. Although she agreed the developer has been very cooperative, Pod 3 would generate 6 to 8 dwelling units which will have access off Random Hills Lane, thereby increasing the traffic by two-fold.

Bill Ogle, 116 Mira Monte, is against a change in the zoning. This has been a Conservation area longer than 1996, and he does not believe there is an error in the classification; it should remain the way it is. There is a large amount of development along

Monument Road and Mariposa Lane. There is only one Three Sisters, and they need to keep it like it is, and should not allow access to Mira Monte.

There were no other public comments.

The public hearing was closed at 10:16 p.m.

Council President Doody called a recess at 10:16 p.m.

The meeting was reconvened at 10:28 p.m.

Bob Blanchard, the developer's representative, said this development will not take any traffic to the east because there is no clear access. The ODP shows a potential of a stub street and the aerial appears to show right-of-way. The PD Code requires additional access which they have tried to resolve with City Staff. The stub street is adequate, and the additional right-of-way will only come as those properties develop. They are not required to improve that access. There are three documents that deal with additional access requirements. The number threshold comes from three different documents. There are only 79 parcels that will access the single access and they can develop up to 100 with the stub street. If they go over 100 units they must have a fully developed second access. There is no doubt this area is unique. If this property stays private then the environmentally sensitive area can be designated. They are aware of the flooding issues, and agree that it is not an easy parcel to develop. Regarding traffic on Monument Road, it is a minor arterial that is at 55% of design capacity with all movements except for one being rated as C (acceptable). The corridor is still a visually attractive corridor and is an approach to the Monument. They agree there are drainage issues but the Code requires that they maintain historic run-off so there is no additional impact. He understands the concerns of the neighborhood and is not going to direct any traffic through that neighborhood.

Councilmember Beckstein asked for clarification on the number of units for a second access. Mr. Blanchard replied that with only 20 units over the 60 they could get fire apparatus down the access way, and still provide that emergency opportunity.

Councilmember Todd asked, regarding Pod 3, was there consideration given for access on Random Hills. Mr. Blanchard responded that it was physically impossible to get more than 2-3 homes there so there will not be 6-8 homes there.

Tim Moore, Public Works and Planning Director, said that Mr. Blanchard did a nice job of explaining, from the Public Works perspective they would like to see no more than 100 homes on one access, for service delivery sake, but really need to have the interconnectivity to adjacent lots to enhance emergency response. There has to be a real potential for a second access therefore the requirement for a stub street.

Mr. Moore said that some discretion is used and the number of units accessing a dead-end street varies by community. They were comfortable with the 100 units as the threshold in Grand Junction.



Chuck Mathis, Fire Department, said on a residential street, a dead-end cul-de-sac, a developer is allowed 30 houses, and up to 60 if the houses have sprinklers. They looked at what is reasonable, and determined the same limit as multi-family in the Fire Code when there is a second access. He noted that such access is not strictly for the Fire Department, but it has to be access for everyone.

Councilmember Hill asked about the zone designation of Conservation, the interpretation of the Code, and the densities that go with it.

City Attorney John Shaver said Mr. Blanchard is correct and there is no ability to develop attached to it, only by the zone district of CSR. The Growth Plan doesn't have to provide the ability to develop, there may be other reasons for the designation, and it could have been a holding zone, with the understanding that as growth patterns change it might be changed. CSR allows for something to be done so it isn't a "taking". It has to be some reasonable use that allows 1 unit per five acres. He is not compelled to say it was an error, but there are other analyses for that designation being placed on the property. It is not unreasonable to say it was a holding zone. CSR is the zone that implements the designation.

Councilmember Coons asked if there was a designation prior to 1996. City Attorney Shaver said he did not know.

Councilmember Todd said the County zoning is R-4. She inquired about the zoning options. City Attorney Shaver said the City, by annexation, can zone to the County zoning, or to the zoning that would implement the Growth Plan designation.

Councilmember Hill asked if CSR is one unit for 1-5 acres, Rural is one unit per 5 to 35 acres, 2 to 4 is units per acre versus acres per unit, so what does .93 mean? Mr. Peterson said it was less than one dwelling unit per acre. CSR would be acres to dwelling unit. Rural is 5 acres per dwelling unit.

Council President Doody asked for clarification of this as compared to conservation easement. City Attorney Shaver said a conservation easement is not a designation or a zone, but it is the sale of the development rights to an entity which will protect the property from development. They are two separate things, not necessarily tied together.

Councilmember Thomason said a lot of the conservation easement land is AFT (agricultural/farming/transitional).

Councilmember Todd said sometimes designations split the property. In this case the landowner did not ask for this designation.

Councilmember Todd said regarding sprawl, this project is about as close in for a development as one can get. The City is working toward infill. The other designations in nearby properties are higher, and access was well addressed. This a good use of this property. The plan is preserving some of the aspects of the Three Sister points. There are underlying development rights, and the developer is looking at the aesthetics. There is a need for housing in the community.

Councilmember Thomason said there is compelling discussions for both sides and he is very familiar with this area. He doesn't view it as a pure conservation piece as it is privately owned, and able to be developed in a sensitive manner. The fact that it is going to be a residential low development and its proximity to shopping, he is in favor.

Councilmember Beckstein lauded those that presented. Changes are never easy. Staff said there is no error, but other criteria were met. Issues such as traffic and roads have been looked at and there will be a harmonious blend of residential with natural landscape, so she can support it.

Councilmember Hill said he is still hung up on the criteria. He holds the Growth Plan in high regard. The plan didn't have a growth factor in it for criteria change. One doesn't designate Conservation on someone else's property as it is a "taking", and he has trouble finding that it was an error. The property is still developable and when looking at other criteria some can be met. Developments that only have one way in are uncomfortable for him from a safety standpoint. The issue tonight is whether the criteria have been met and he doesn't think it has been.

Councilmember Coons said Conservation should not allow any development. This property can be developed reasonably, and there is development on the south side. She said she was struggling with this one. She said there is something wrong with the Conservation definition if it allows development, and it sounds like an error.

Council President Doody said he does not know how this project was designated Conservation, or how it happened. One side of the hill used to be a shooting range, so he doesn't know how it was made Conservation. He appreciated everyone's input.

Resolution No. 25-08—A Resolution Amending the Growth Plan of the City of Grand Junction to Designate Approximately 101.7 Acres for a Portion of Property Located at 2431 Monument Road from Conservation to Residential Low (1/2 – 2 Ac./Du.)

Ordinance No. 4187—An Ordinance Zoning Approximately 148.3 Acres to PD, Planned Development, with R-2, Residential – 2 Units/Acre as the Default Zone District for the Three Sisters Planned Development Located at 2431 and 2475 Monument Road

Councilmember Todd moved to adopt Resolution No. 25-08, and Ordinance No. 4187, and ordered it published. Councilmember Beckstein seconded the motion. Motion carried by roll call vote with Councilmember Hill voting NO.

### **Non-Scheduled Citizens & Visitors**

David Mueller thanked Council for their careful analysis and consideration of the issues. It is his belief that Mira Monte will be a defacto access, and the neighborhood will be destroyed, and there will be inter-neighborhood conflicts that they were trying to avoid.

### **Other Business**

Councilmember Todd advised Mitch and Catherine Godsmann wanted to express their

July 18, 2014

Mr. Rob Bleiberg, Executive Director  
c/o Mesa Land Trust  
1006 Main Street  
Grand Junction, CO 81501

Re: Meens Property - Tri-Mountain Subdivision

Dear Rob,

I write to confirm our conversation of July 16<sup>th</sup> regarding the Meens property acquisition and specifically the subdivision of that property by and with the proposed Tri-mountain Subdivision. I may refer to the subdivision as "the Property" or "Property" or as necessary the specific lots of the proposed subdivision.

As you know and as we discussed on the 16th, the City has requested that Mr. Thompson draw the plat so the portion of the Property to be conveyed to the City (Lot 1) is shown with and contiguous to other City holdings in the vicinity. The survey and resulting drawing, based on the description of the Property and how it will be conveyed, provides the equivalent of three lots (Lots 1, 2 and 3) as is shown on the attached sketch labeled A. For your convenience and the convenience of your appraisers the western boundary of the Property (eastern boundary of Lot 1) is shown on the draft plat in the attached sketch labeled B. The Tri-mountain Subdivision plat does depict other City property but that depiction should not and I believe does not legally interfere with the process of the appraisal of Lot 1.

The City commissioned the Tri-mountain subdivision survey and platting in this manner in order to maximize the value and utility of the survey for the City's purposes; it is my opinion and the opinion of Mr. Peter Krick the City Surveyor that the proposed plat together with the proposed form of the conveyance does discretely identify the Property into three lots as necessary for your purposes and but for our desire to not spend the time and money to survey the western line of the Property (but instead rely on the recorded legal description of the boundary of the Property also prepared by Mr. Thompson) the objective of the proposed lotting has been achieved.

If you have any questions let me know.

OFFICE OF THE CITY ATTORNEY

by:

  
John P. Slaven, City Attorney

cc: Peter Krick  
Scott Thompson

STATE OF COLORADO  
Department of Regulatory Agencies  
Division of Real Estate

Active  
Cert Gen Appraiser

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1313160 Number	Jan 1 2013 Issue Date	Dec 31 2015 Expires
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RARNOLD BUTLER  
GRAND JUNCTION CO 81506

  
Program Administrator

  
Licensee Signature

STATE OF COLORADO  
Department of Regulatory Agencies  
Division of Real Estate

Active  
Licensed Appraiser

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100031881 Number	Jan 1 2014 Issue Date	Dec 31 2016 Expires
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KORI S SATTERFIELD  
COLLBRAN, CO 81624

*Kori Satterfield*  
Program Administrator

*Kori Satterfield*  
Licensee Signature



***ABSTRACT & TITLE COMPANY OF MESA COUNTY***

**605 25 Road, Suite 201  
Grand Junction, CO 81505  
Phone: 970-242-8234 Fax: 970-241-4925**

**January 08, 2015**

**City of Grand Junction, a Colorado Home Rule Municipality  
250 N. 5th Street  
Grand Junction, Colorado 81501**

**PROPERTY ADDRESS: 2475 Monument Road, Grand Junction, CO 81507**

**ORDER NO: 2760CEM**

**DEAR CUSTOMER:**

**ENCLOSED IS YOUR POLICY OF TITLE INSURANCE. THIS POLICY CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE JUST COMPLETED AND IS YOUR GUARANTEE OF OWNERSHIP. PLEASE READ IT CAREFULLY AND RETAIN IT WITH YOUR OTHER VALUABLE PAPERS.**

**A COMPLETE AND PERMANENT FILE OF THE RECORDS CONCERNING YOUR TRANSACTION WILL BE MAINTAINED IN OUR OFFICE. THESE RECORDS WILL ASSURE PROMPT PROCESSING OF FUTURE TITLE ORDERS AND SAVE MUCH VALUABLE TIME SHOULD YOU WISH TO SELL OR OBTAIN A LOAN ON YOUR PROPERTY. VISIT OR CALL OUR OFFICE AND SIMPLY GIVE US YOUR PERSONAL POLICY FILE NUMBER SHOWN ABOVE.**

**WE APPRECIATE THE OPPORTUNITY TO SERVE YOU AND WILL BE HAPPY TO ASSIST YOU IN ANY WAY WITH YOUR FUTURE TITLE SERVICE NEEDS.**

**SINCERELY,  
ABSTRACT & TITLE COMPANY OF MESA COUNTY**



**ALTA RESIDENTIAL TITLE INSURANCE POLICY  
ONE-TO-FOUR FAMILY RESIDENCES (6-1-87)**

**ISSUED BY**

**WESTCOR LAND TITLE INSURANCE COMPANY**

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between you and Westcor Land Title Insurance Company.

It applies only to a one-to-four family residential lot or condominium unit. If your land is not either of these, contact us immediately.

The Policy insures you against certain risks to your land title. These risks are listed on page one of the Policy. The Policy is limited by:

- Exclusions on page 2
- Exceptions on Schedule B
- Conditions on page 3

You should keep the Policy even if you transfer the title to your land.

If you want to make a claim, see Item 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy--and not this sheet--is the legal document, YOU SHOULD READ THE POLICY VERY CAREFULLY.

If you have any questions about your Policy, contact:

**Westcor Land Title Insurance Company**  
875 Concourse Parkway South, Suite 200, Maitland, FL 32751

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

**WESTCOR LAND TITLE INSURANCE COMPANY**

Issued By: Abstract & Title Company of Mesa County



By: Mary O'Donnell  
President  
Attest: Patricia W. Power  
Secretary

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## OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A--if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Exceptions in Schedule B
- Conditions on page 3

We insure you against actual loss resulting from:

- any title risks covered by this Policy--up to the Policy Amount and
- any costs, attorneys' fees and expenses we have to pay under this Policy

## COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
  - a mortgage or deed of trust
  - a judgment, tax, or special assessment
  - a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date--unless you agreed to pay for the labor and material.
9. Others have rights arising out of leases, contracts or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make

mortgage loan.

12. You are forced to remove your existing structure--other than a boundary wall or fence--because:
  - it extends on to adjoining land or on to any easement
  - it violates a restriction shown in Schedule B
  - it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date--unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date--this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A; or
  - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

## COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This policy is not complete without Schedules A and B.

## CONDITIONS

### 1. DEFINITIONS

- a. Easement – the right of someone else to use your land for a special purpose.
- b. Land – the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- d. Public Records – title records that give constructive notice of matters affecting your title – according to the state statutes where your land is located.
- e. Title – the ownership of your interest in the land, as shown in Schedule A.

### 2. CONTINUATION OF COVERAGE

This Policy protects you as long as you:

- own your title; or
- own a mortgage from anyone who buys your land; or are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

### 3. HOW TO MAKE A CLAIM

#### a. You Must Give The Company Notice Of Your Claim

If anyone claims a right against your insured title, you must notify us promptly in writing. Send the notice to:  
Westcor Land Title Insurance Company, Attn: Claims Department, 201 N. New York Avenue, Ste. 200, Winter Park, FL 32789. Please include the Policy number shown in Schedule A and the county and state where the land is located.

Our obligation to you could be reduced if:

- you fail to give prompt notice; and
- your failure affects our ability to dispose of or to defend you against the claim.

#### b. Proof Of Your Loss Must Be Given To The Company

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss

You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss. We may make copies of these papers.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- provide a statement of loss; or
- answer our questions under oath; or
- show us the papers we request, and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

### 4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

### 5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney.

We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

### 6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made—whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it. If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
  - the cause of the claim is removed; or
  - we settle your claim
- c. The Policy Amount will be reduced by all payments made under this policy—except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

## **7. TRANSFER OF YOUR RIGHTS**

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

## **8. ARBITRATION**

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

## **9. OUR LIABILITY IS LIMITED TO THIS POLICY**

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.



# OWNER'S POLICY OF TITLE INSURANCE

Issued by

*Westcor Land Title Insurance Company*

## SCHEDULE A

Name and Address of Title Insurance Company:

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**2000 S. Colorado Blvd.**  
**#1-3100, Denver, Colorado 80222**

File No.: **2760CEM**

Policy No.: **OP-3-3133613**

Address Reference: **2475 Monument Road, Grand Junction, CO 81507**

Amount of Insurance: **\$48,625.00**

Date of Policy: **August 13, 2014** at the exact time of recording.

1. Name of Insured:  
**City of Grand Junction, a Colorado Home Rule Municipality**
2. The estate or interest in the Land that is insured by this policy is:  
**Fee Simple**
3. Title is vested in:  
**City of Grand Junction, a Colorado Home Rule Municipality**
4. The Land referred to in this policy is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Countersigned

**Abstract & Title Company of Mesa County**

By: *Cynthia M. Olson*

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**Authorized Officer or Agent**

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

*ALTA Owner's Policy (6-17-06)*  
*Schedule A*

## EXHIBIT "A"

The following described land which includes all of Lot 3 and Tract B, of TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado, according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703, and a portion of Lot 1 OF TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado, according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703:

A parcel of land situated in the South half of the Northeast Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings herein relative thereto;  
thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast;  
thence 18.93 feet Northeasterly along the arc of said curve, through a central angle of 6°51'46" and a chord bearing North 59°29'34" East a distance of 18.91 feet;  
thence North 62°55'27" East tangent to said curve a distance of 241.04 feet;  
thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51" and a chord bearing North 50°21'01" East a distance of 181.56 feet to a point of reverse curvature;  
thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57" and a chord bearing North 50°30'04" East a distance of 56.39 feet to a point of reverse curvature;  
thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06" and a chord bearing North 22°10'30" East a distance of 205.56 feet;  
thence North 18°52'33" West tangent to said curve a distance of 128.01 feet;  
thence North 26°07'27" East a distance of 42.43 feet;  
thence North 19°02'10" West a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30;  
thence along said centerline the following two (2) courses:  
1. North 70°57'50" East a distance of 157.58 feet;  
2. North 64°32'50" East a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17;  
thence along said right-of-way the following three (3) courses:  
1. South 25°19'17" East a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;  
2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51" and a chord bearing North 53°13'18" East a distance of 292.44 feet;  
3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;  
thence along said North line North 89°16'43" East a distance of 304.00 feet to Mesa County Survey Marker for the North Sixteenth corner on the East line of said Section 21;  
thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21 South 00°05'29" East a distance of 216.02 feet;  
thence South 67°57'57" West a distance of 208.39 feet;  
thence South 37°13'38" West a distance of 197.55 feet;  
thence South 36°51'11" West a distance of 211.12 feet;  
thence South 28°24'55" West a distance of 285.27 feet;  
thence South 16°43'55" West a distance of 182.53 feet;  
thence south 03°41'40" West a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;  
thence along said South line North 89°46'48" West a distance of 17.07 feet;  
thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19" and a chord bearing North 89°46'48" West a distance of 90.00 feet to the South line of the Southeast quarter of the Northeast Quarter of said Section 21;  
thence along said South line North 89°46'48" West a distance of 680.21 feet to the point of beginning.

**EXCEPTING that right-of-way described in Book 947 at Page 530.**

**AND EXCEPTNG Lot 2 of TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Coloardo according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703.**

# OWNER'S POLICY OF TITLE INSURANCE

Issued by

**Westcor Land Title Insurance Company**

## SCHEDULE B

File No.: 2760CEM

Policy No.: OP-3-3133613

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
7. Any and all unpaid taxes, assessments and unredeemed tax sales.
8. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded December 27, 1895 at Reception No. 22552.
9. Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded December 27, 1895 at Reception No. 22552.
10. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded September 8, 1908 at Reception No. 71972.
11. Reservation of right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded September 8, 1908 at Reception No. 71972.
12. Right of way, whether in fee or easement only, as granted to Ute Water Conservancy District by instrument recorded July 19, 1963 at Reception No. 844674, as set forth on the sheet attached hereto.
13. Right of way for road purposes, whether in fee or easement only, as granted to County of Mesa by instrument recorded June 16, 1970 at Reception No. 989561, as set forth on the sheet attached hereto.
14. Right of way, including the terms and conditions thereof, as contained in Public Road Easement recorded December 31, 1979 at Reception No. 1212028, as set forth on the sheet attached hereto, insofar as it affects subject property.
15. Terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded December 4, 2002 at Reception No. 2091007.

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

*ALTA Owner's Policy (6-17-06)*  
*Schedule B*

**SCHEDULE B**  
Continued

- 16. The effect, if any, of Public Road right-of-way as shown in Road Petition Book 2 at Page 134, File Number 216 and as recorded January 18, 2007 at Reception No.2359614.**
- 17. Any and all rights of way for Glade Park Road.**
- 18. Any and all rights of way for Random Hills Lane.**
- 19. Any and all rights-of-way for Monument Road.**
- 20. Reservation of deed of conservation easement by Mesa County Land Conservancy, Inc., a Colorado Nonprofit Corporation dba Mesa Land Trust, in deed recorded August 13, 2014, 2014 at Reception No. 2698923, as attached hereto.**



## **Anti-Fraud Statement**

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

**This anti-fraud statement is affixed to and made a part of this policy.**

**COLORADO ENDORSEMENT 130  
RESIDENTIAL EXTRA PROTECTION**

**File Number: 2760CEM  
Attached to Policy No. OP-3-3133613  
ISSUED BY  
WESTCOR LAND TITLE INSURANCE COMPANY**

Provided there is situated on the land described under said Policy a single family residence, the policy is hereby amended as follows:

Notwithstanding anything therein to the contrary, the policy insures against loss or damage by reason of the following:

1. Any unfiled lien for labor or material furnished for improvements on the land (except for any such lien arising out of construction contracted for or assumed by the insured), provided construction of all improvements is completed at Date of Policy;
2. Rights or claims of parties in possession of the principal dwelling.
3. The enforced removal of the principal dwelling on account of, at Date of Policy:
  - a. Any encroachment of said principal dwelling onto adjoining lands or onto any easement shown as an exception in Schedule B or onto any unrecorded subsurface easement.
  - b. Any violation of building setback lines or covenants, conditions or restrictions referred to in Schedule B of the Policy.
  - c. Any violation of any zoning ordinance if the land is used only for a single family residence.

The term "principal dwelling" means any single family residential structure on the land whether detached or not. If the principal dwelling is a condominium unit it refers to the space within the boundaries of the unit. Additional improvements and areas such as out-buildings, detached garages, fences, driveways, retaining walls, plants and common areas are not included within this definition. The term "zoning ordinance" does not include building codes, occupancy regulations and subdivision laws.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements

**WESTCOR LAND TITLE INSURANCE COMPANY**

Dated: August 13, 2014

By:   
**Authorized Officer or Agent**

# Abstract & Title Company of Mesa County

605 25 Road, Suite 201  
Grand Junction, CO 81505

PHONE: 970-242-8234

FAX: 970-241-4925

## PURCHASERS SETTLEMENT STATEMENT

SETTLEMENT DATE: August 12, 2014  
PROPERTY ADDRESS: 2475 Monument Road  
Grand Junction, CO 81507

CASE NO.: 2760CEM  
DATE OF PRORATION: August 12, 2014

SELLER: Mesa County Land Conservancy, Inc., a  
Colorado Nonprofit Corporation dba  
Mesa Land Trust

PURCHASER: City of Grand Junction, a Colorado Home  
Rule Municipality

LEGAL DESCRIPTION: 21,1S,1W, County of Mesa, State of  
Colorado.

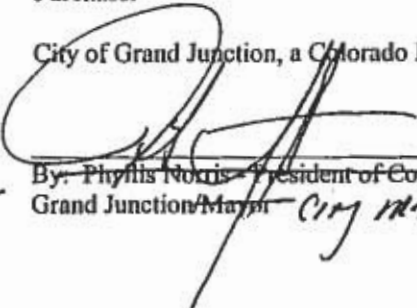
DESCRIPTION	DEBIT	CREDIT
Contribution on Meens/MLT transaction		\$48,625.00
Contract Sales Price	\$48,625.00	
Sub-totals	\$48,625.00	\$48,625.00
Balance Due From Purchaser		\$0.00
TOTALS	\$48,625.00	\$48,625.00

### APPROVED AND ACCEPTED

Sales or use taxes on personal property not included ABSTRACT & TITLE COMPANY OF MESA COUNTY assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by Seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee funds as indicated.

Purchaser

City of Grand Junction, a Colorado Home Rule Municipality

By:  Phyllis Norris, President of Council for the City of  
Grand Junction Mayor

CITY MANAGER

Closing Agent

  
Abstract & Title Company of Mesa  
County

Re: Commitment No. 2760CEM

## FINAL AFFIDAVIT AND AGREEMENT

RE: Real Estate and improvements located at 2475 Monument Road, Grand Junction, CO 81507, in the County of Mesa, State of Colorado, and more particularly described as follows, to wit:

The following described land which includes all of Lot 3 and Tract B, of TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado, according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703, and a portion of Lot 1 OF TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado, according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703:

A parcel of land situated in the South half of the Northeast Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings herein relative thereto;  
thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast;  
thence 18.93 feet Northeasterly along the arc of said curve, through a central angle of 6°51'46" and a chord bearing North 59°29'34" East a distance of 18.91 feet;  
thence North 62°55'27" East tangent to said curve a distance of 241.04 feet;  
thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51" and a chord bearing North 50°21'01" East a distance of 181.56 feet to a point of reverse curvature;  
thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57" and a chord bearing North 50°30'04" East a distance of 56.39 feet to a point of reverse curvature;  
thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06" and a chord bearing North 22°10'30" East a distance of 205.56 feet;  
thence North 18°52'33" West tangent to said curve a distance of 128.01 feet;  
thence North 26°07'27" East a distance of 42.43 feet;  
thence North 19°02'10" West a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30;  
thence along said centerline the following two (2) courses:  
1. North 70°57'50" East a distance of 157.58 feet;  
2. North 64°32'50" East a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17;  
thence along said right-of-way the following three (3) courses:  
1. South 25°19'17" East a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;  
2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51" and a chord bearing North 53°13'18" East a distance of 292.44 feet;  
3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;  
thence along said North line North 89°16'43" East a distance of 304.00 feet to Mesa County Survey Marker for the North Sixteenth corner on the East line of said Section 21;  
thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21 South 00°05'29" East a distance of 216.02 feet;  
thence South 67°57'57" West a distance of 208.39 feet;  
thence South 37°13'38" West a distance of 197.55 feet;  
thence South 36°51'11" West a distance of 211.12 feet;  
thence South 28°24'55" West a distance of 285.27 feet;  
thence South 16°43'55" West a distance of 182.53 feet;  
thence south 03°41'40" West a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;  
thence along said South line North 89°46'48" West a distance of 17.07 feet;  
thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of 179°52'19" and a chord bearing North 89°46'48" West a distance of 90.00 feet to the South line of the Southeast quarter of the Northeast Quarter of said Section 21;  
thence along said South line North 89°46'48" West a distance of 680.21 feet to the point of beginning.

1. That all persons, firms, and corporations, including the General Contractor, and all subcontractors who have furnished services, labor or materials, according to plans and specifications or otherwise, used in connection with the construction of improvements on the real estate herein described, have been paid in full.
2. That no claims have been made to either of the undersigned, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and that no chattel mortgages, conditional bills of sale, security agreements or financing statements have been made, or are now outstanding as to any materials, appliances, fixtures, or furnishings placed upon or installed in said premises.
3. That all of the improvements constructed on the real estate herein described were completed on or before August 12, 2014. The undersigned further does hereby agree to protect, defend and save harmless the mortgage and the Company against any and all liability, loss, damage, costs and attorneys' fees by reason of any claim or liens for services, labor or materials used in connection with the construction of said improvements.

Mesa County Land Conservancy, Inc. A  
 Colorado Nonprofit Corporation dba Mesa  
 Land Trust

  
 By: Stephen McCall -Vice President

STATE OF COLORADO }  
 County of Mesa } ss.

The foregoing instrument was acknowledged, subscribed and sworn to before me on August 12, 2014, By: Stephen McCall -Vice President of Mesa County Land Conservancy, Inc., a Colorado Nonprofit Corporation dba Mesa Land Trust, as owner(s).

Witness My Hand and Official Seal  
 My commission expires:

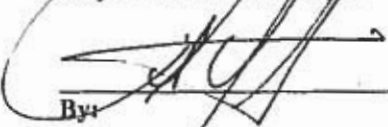


  
 Notary Public

The undersigned, Purchaser(s) of the herein described property, to induce Westcor Land Title Insurance Company ("Company") to issue its Owners and/or Mortgage Policies of Title Insurance without including therein an exception as to mechanic's liens or other statutory liens or any rights thereto where no notice of such liens or rights appear of record, do hereby make the following representations to the Company, with full knowledge and intent that the Company shall rely thereon:

1. That the improvements on the real estate herein described have been fully completed by the General Contractor and have been accepted by the undersigned as completed and as satisfactory.
2. That the full purchase price has been paid by said purchaser(s) to said contractor and/or owner.
3. That said premises (were) (will be) occupied by said purchaser(s) on or about August 12, 2014
4. That the undersigned are not aware of any bills for services, labor or materials used in connection with the construction of said improvement which have not been paid.

City of Grand Junction, A Colorado Home Rule Municipality


  
 By: \_\_\_\_\_

STATE OF COLORADO }  
 County of Mesa } ss.

The foregoing instrument was acknowledged before me on August 12, 2014,  
 By: Rich Englehart of the City of Grand Junction, a Colorado Home Rule Municipality, as purchaser(s).

Witness My Hand and Official Seal  
 My Commission Expires:



  
 Notary Public



**MECHANIC'S LIEN AGREEMENT OF INDEMNIFICATION**

This Agreement of Indemnification is made by Mesa County Land Conservancy, Inc., A Colorado Nonprofit Corporation, dba Mesa Land Trust (hereinafter referred to as "Indemnitor(s)") for the benefit and protection of Westcor Land Title Insurance Company and Abstract & Title Co. of Mesa County, Inc (hereinafter referred to as "The Company");

WHEREAS, The Company is being requested to issue its policy(ies) of title insurance insuring an interest in or title to the real property in the County of MESA State of Colorado, described in Commitment issued by The Company on the 11th day of August, 2014 or which is described as:

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, certain works of improvement have been, or will be, commenced on the above-mentioned land; and

WHEREAS, The Company is unwilling to issue said policy(ies) without an exception(s) as to the liens of mechanics which affect or may affect the title hereto; and

WHEREAS, the Indemnitor recognizes that The Company, in the normal course of its business, would not issue its policy(ies) insuring over mechanic's liens unless the Indemnitor indemnifies The Company as hereafter agreed.

NOW, THEREFORE, THE INDEMNITOR AGREES that in consideration of the issuance of a policy(ies) of title insurance without showing therein any exception for mechanics' liens, will hold harmless, protect and indemnify The Company from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, which may be sustained or incurred by The Company under, or arising directly or indirectly out of the issuance of any policy(ies) covering said land issued in manner so desired by Indemnitor; or under, or arising directly or indirectly out of the issuance of any policy(ies) of title insurance covering said land or any portion thereof, which The Company or its agents may at any time thereafter issue; and resulting directly or indirectly from any of the mechanics' liens indemnified against, or from any claim, action, proceeding, judgment, order or process arising from or based upon or growing out of any of said mechanics' liens or the omission to show any of the same in any policy of title insurance or title report.

AND THE INDEMNITOR FURTHER AGREES that Indemnitor will diligently provide for the defense of any action based upon any mechanics' liens, counsel to be selected and/or approved by The Company at its sole discretion, and will promptly do all things necessary or appropriate to cause the title to said land to be cleared of the effect of said mechanics' liens and any other matters based thereon or arising directly or indirectly therefrom, and of any cloud on title created by or growing out of any of the foregoing; all of which shall be done at the sole expense of Indemnitor. If Indemnitor shall fail so to do then The Company may do the same, and may pay, compromise or settle any such mechanics' liens or any claim or demand based thereon if The Company deems such actions necessary for the protection of any of its insureds under any policy or of itself; and Indemnitor shall promptly reimburse The Company for any payment, expense or expenditure made or incurred in so doing. If The Company holds any funds or security for the obligations of Indemnitor hereunder, it shall not be obligated to resort to such funds or security before enforcing the obligations of Indemnitor, but may enforce such obligations by any lawful means in the same manner and to the same extent as if no such funds or security were held.

AND THE INDEMNITOR FURTHER AGREES that for the purpose of carrying out the provisions of the last mentioned paragraph, Indemnitor does hereby name, constitute and appoint The Company its attorney-in-fact to do all things necessary and convenient.

AND THE INDEMNITOR FURTHER AGREES that in the event that any judgment shall be or shall have been rendered or any process shall be or shall have been issued, based upon mechanics' liens or any other matters growing out of any of the same, under which a sale could be held affecting or purporting to affect said land or any

portion thereof, Indemnitor promises and agrees that it will satisfy the same and cause the same to be satisfied and discharged of record prior to the occurrence of any such sale

AND THE INDEMNITOR FURTHER AGREES that nothing herein shall be construed as an obligation on the part of The Company to issue any policy(ies) of title insurance nor an obligation on the part of The Company to obtain the issuance thereof, but in the event The Company does issue any policy(ies) in the manner contemplated, the undersigned Indemnitor gives the assurance and makes the agreements herein set forth, for the benefit of The Company

AND THE INDEMNITOR FURTHER AGREES that for the purpose of carrying out the provisions of this Agreement, the Indemnitor hereby pays The Company the sum of -0- dollars (\$-0-) and The Company, in its sole discretion, may use any portion or portions or all of said funds for such purposes. At such time as all obligation of Indemnitor hereunder has been fully performed and the title to said real property is free of the effect of the mechanics' liens and free of the effect of any matters growing out of or based upon those mechanics' liens and The Company has no present or contingent liability arising out of said mechanics' liens, The Company will repay to Indemnitor all funds remaining unused by The Company.

AND THE INDEMNITOR FURTHER AGREES that The Company is hereby granted the right, at any time or from time to time, to examine the books, accounts and records of Indemnitor, pertaining to any works of improvement upon the land, and Indemnitor will, upon request, promptly furnish The Company with copies of all receipted bills or other evidence of payment or set-off for works of improvement upon the land and such other and further assurances and/or security as may be reasonably requested by The Company for its protection from liability.

AND THE INDEMNITOR FURTHER AGREES that The Company is hereby granted the right to rely upon this Agreement in issuing policies to title insurance with respect to the land, whether or not Indemnitor is the person ordering the same, regardless of any change in ownership, title or interest in the land or the works of improvement thereon, or of any change of Indemnitor's interest therein. Said right shall extend to subsequent policies issued with respect to the land. However, Indemnitor may terminate said right at any time by giving a notice of termination in writing, describing the land, signed by Indemnitor and delivered to The Company. The notice given under this paragraph shall be effective within a reasonable time after receipt by The Company.

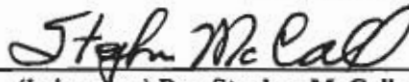
AND THE INDEMNITOR FURTHER AGREES that wherever term policy(ies) is used in this Agreement, it also shall include any document issued to its customer such as binders, commitments, title reports, guarantees, letter reports.

AND THE INDEMNITOR FURTHER AGREES that, if suit shall be brought to enforce this Agreement, Indemnitor will pay the attorneys' fees of The Company.

AND THE INDEMNITOR FURTHER AGREES that all of the obligations of Indemnitor hereunder shall be several as well as joint. All of the provisions of this Agreement shall inure to the benefit of and bind the parties hereto and their legal representatives and successors in interest.

IN WITNESS WHEREOF, the Indemnitors have executed this Mechanics' Lien Agreement of Indemnification this 12th day of August, 2014.

Mesa County Land Conservancy, Inc., A Colorado Nonprofit Corporation dba Mesa Land Trust



(Indemnitor) By: Stephen McCall -Vice President

EXHIBIT "A"

The following described land which includes all of Lot 3 and Tract B, of TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado, according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703, and a portion of Lot 1 OF TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado, according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703:

A parcel of land situated in the South half of the Northeast Quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at Mesa County Survey Marker #843 for the Center-East Sixteenth corner of said Section 21 whence Mesa County Survey Marker #842 for the Center-West Sixteenth corner of said Section 21 bears South 89°14'00" West with all bearings herein relative thereto;

thence along the South line of the Southwest Quarter of the Northeast Quarter of said Section 21 South 89°14'00" West a distance of 411.88 feet to a point of cusp on a 158.00 foot radius curve concave to the Southeast;

thence 18.93 feet Northeasterly along the arc of said curve, through a central angle of 6°51'46" and a chord bearing North 59°29'34" East a distance of 18.91 feet;

thence North 62°55'27" East tangent to said curve a distance of 241.04 feet;

thence 183.02 feet along the arc of a 417.00 foot radius tangent curve to the left, through a central angle of 25°08'51" and a chord bearing North 50°21'01" East a distance of 181.56 feet to a point of reverse curvature;

thence 56.85 feet along the arc of a 128.00 foot radius curve to the right, through a central angle of 25°26'57" and a chord bearing North 50°30'04" East a distance of 56.39 feet to a point of reverse curvature;

thence 224.26 feet along the arc of a 156.50 foot radius curve to the left, through a central angle of 82°06'06" and a chord bearing North 22°10'30" East a distance of 205.56 feet;

thence North 18°52'33" West tangent to said curve a distance of 128.01 feet;

thence North 26°07'27" East a distance of 42.43 feet;

thence North 19°02'10" West a distance of 29.45 feet to the center line of an old county road as described in Book 649 at Page 30;

thence along said centerline the following two (2) courses:

1. North 70°57'50" East a distance of 157.58 feet;
2. North 64°32'50" East a distance of 367.32 feet to the boundary of a right-of-way for Glade Park Highway as dedicated on the plat of Mesa Vista Subdivision, recorded January 1913 at Plat Book 5 Page 17;

thence along said right-of-way the following three (3) courses:

1. South 25°19'17" East a distance of 13.96 feet to the beginning of a 736.13 foot radius curve concave to the Northwest radial to said line;
2. Northeasterly 294.40 feet along the arc of said curve, through a central angle of 22°54'51" and a chord

bearing North 53°13'18" East a distance of 292.44 feet;

3. North 41°45'43" East a distance of 381.00 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 21;

thence along said North line North 89°16'43" East a distance of 304.00 feet to Mesa County Survey Marker for the North

Sixteenth corner on the East line of said Section 21;

thence along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21

South 00°05'29" East a distance of 216.02 feet;

thence South 67°57'57" West a distance of 208.39 feet;

thence South 37°13'38" West a distance of 197.55 feet;

thence South 36°51'11" West a distance of 211.12 feet;

thence South 28°24'55" West a distance of 285.27 feet;

thence South 16°43'55" West a distance of 182.53 feet;

thence south  $03^{\circ}41'40''$  West a distance of 260.11 feet to the South line of the Southeast Quarter of the Northeast Quarter of said Section 21;

thence along said South line North  $89^{\circ}46'48''$  West a distance of 17.07 feet;

thence 141.27 feet along the arc of a 45.00 foot radius non-tangent curve to the left, through a central angle of  $179^{\circ}52'19''$  and

a chord bearing North  $89^{\circ}46'48''$  West a distance of 90.00 feet to the South line of the Southeast quarter of the Northeast Quarter of said Section 21;

thence along said South line North  $89^{\circ}46'48''$  West a distance of 680.21 feet to the point of beginning.

EXCEPTING that right-of-way described in Book 947 at Page 530.

AND EXCEPTING Lot 2 of TRI-MOUNTAIN SUBDIVISION, City of Grand Junction, Mesa County, Colorado according to the Plat thereof recorded on August 11, 2014 at Reception No. 2698703.



**ALLAN C. BEEZLEY, P.C.**  
*Attorney and Counselor at Law*

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1928 14<sup>th</sup> Street, Suite 300  
Boulder, CO 80302  
(303) 440-5867  
(303) 539-6530 (fax)

August 12, 2014

Ms. Diane Hagen  
Abstract & Title Co. of Mesa County, Inc.  
1114 N. 1<sup>st</sup> Street, Suite 201  
Grand Junction, CO 81501

VIA EMAIL

Re: Mesa Land Trust, Meens Property, Mesa County, Colorado

Contract for Sale of Real Estate between Robert F. Meens and Jacqueline L. Meens, as "Seller", and Mesa County Land Conservancy b/d/b/a Mesa Land Trust, as Purchaser, dated effective as of November 11, 2013, together with Extension Letter dated April 4, 2014 (together, the "Contract").

Abstract & Title Company of Mesa County Title Commitment No. 2759CEM  
Amendment No. 2, effective date of August 6, 2014 (the "MLT Fee Commitment").

Abstract & Title Company of Mesa County Title Commitment No. 1479CEM Version  
No. 6, effective date of August 6, 2014 (the "MLT CE Commitment")

Abstract & Title Company of Mesa County Title Commitment No. 2760CEM  
Amendment No. 2, effective date of August 6, 2014 (the "City Fee Commitment")

Last Day to Close: August 15, 2014  
Scheduled Closing: August 12, 2014, or as soon thereafter as conditions of closing  
are satisfied.

Dear Diane:

This letter constitutes the escrow and closing instructions of The Mesa County Land Conservancy, doing business as the Mesa Land Trust ("MLT"), to you for closing on the Contract described above. The Contract provides for bargain sale by the Seller of the fee interest in the approximately 13.72-acre property, more or less, located in Mesa County, Colorado, described in your Commitment (the "Property") for the purchase price of \$205,800. **Closing is scheduled to occur at your offices on August 12, 2014, or as soon thereafter as conditions of closing are satisfied.**

As part of this same transaction, MLT will convey the Property to the City of Grand Junction, Colorado (the "City"), subject to the reservation of a Deed of Conservation Easement. This letter has been countersigned on behalf of the City evidencing its agreement to close on the terms and conditions described herein.

Funding for the purchase will be provided in part by the State Board of the Great Outdoors Colorado Trust Fund ("GOCO") and in part by the funding sources named below.

1. **Funds Delivered:** Funds in the following amounts will be paid by wire transfer or other immediately available funds, from or on behalf of MLT:
  - 1.1. \$153,875.00 from GOCO (\$134,500 to be applied to the purchase price, \$11,875 to be reimbursed to MLT for transaction costs and \$7,500 to be paid to MLT for a stewardship fund).
  - 1.2. \$46,125.00 from the City of Grand Junction, (\$38,250 of which is to be applied to the purchase price, \$5,375 of which is to be reimbursed to MLT for transaction costs, and \$2,500 of which is to be returned to MLT for a stewardship fund). Outside of closing the City also provided \$2500 of in-kind support in preparing the survey for the Property.
  - 1.3. \$25,000.00 from MLT (funds which MLT received from Mike O'Brien for this transaction), all of which is to be applied to the purchase price.
  - 1.4. \$13,050.00 from MLT (funds from MLT and other funding sources, \$8050 of which is to be applied to the purchase price and \$5,000 of which is to be returned to MLT for a stewardship fund).
2. **Conditions Precedent to Closing.** The following are conditions precedent to your closing on the Contract.
  - 2.1. You must receive from or on behalf of the Seller fully executed originals of the following documents:
    - 2.1.1. **General Warranty Deed** from Meens to MLT (version 3 081114).
    - 2.1.2. **Special Warranty Deed (version 3 081114) with Reservation of Conservation Easement (version 4d 081114)** from MLT to the City.
  - 2.2. **MLT Fee Commitment.** The Title Company shall be prepared to issue a title insurance policy in the amount of \$205,800 immediately upon closing, based upon the MLT Fee Commitment, which Commitment must be updated as

described herein, insuring the conservation easement interest in the Mesa County Land Conservancy, a Colorado nonprofit corporation, doing business as Mesa Land Trust, subject only to the following:

- 2.2.1. All requirements must be satisfied at closing.
  - 2.2.2. Exception 4 – Mechanic’s Liens. The Grantor shall sign a mechanic’s lien affidavit and this exception shall be removed from the final title policy.
  - 2.2.3. Exception 5 – Gap Exception. The Title Company will conduct the closing and this exception shall be removed from the final title policy.
  - 2.2.4. Exclusion 3(e) from Coverage. As noted, this exclusion will be deleted in the final policy.
- 2.3. MLT CE Commitment. The Title Company shall be prepared to issue a title insurance policy in the amount of \$205,800 immediately upon closing, based upon the MLT CE Commitment, which Commitment must be updated as described herein, insuring the conservation easement interest in the Mesa County Land Conservancy, a Colorado nonprofit corporation, doing business as Mesa Land Trust, subject only to the following:
- 2.3.1. All requirements must be satisfied at closing. Note that Requirement (e) will be satisfied by MLT’s Reservation of Conservation Easement in the Special Warranty Deed to the City.
  - 2.3.2. Exception 4 – Mechanic’s Liens. The Grantor shall sign a mechanic’s lien affidavit and this exception shall be removed from the final title policy.
  - 2.3.3. Exception 5 – Gap Exception. The Title Company will conduct the closing and this exception shall be removed from the final title policy.
  - 2.3.4. Exclusion 3(e) from Coverage. As noted, this exclusion will be deleted in the final policy.
- 2.4. City Fee Commitment. The Title Company shall be prepared to issue a title insurance policy in the amount of \$48,625 immediately upon closing, based upon the City Fee Commitment, which Commitment must be updated as described herein, insuring the conservation easement interest in the Mesa County Land Conservancy, a Colorado nonprofit corporation, doing business as Mesa Land Trust, subject only to the following:

- 2.4.1. All requirements must be satisfied at closing.
- 2.4.2. Exception 4 – Mechanic’s Liens. The Grantor shall sign a mechanic’s lien affidavit and this exception shall be removed from the final title policy.
- 2.4.3. Exception 5 – Gap Exception. The Title Company will conduct the closing and this exception shall be removed from the final title policy.
- 2.4.4. Exclusion 3(e) from Coverage. As noted, this exclusion will be deleted in the final policy.
- 2.5. Real property taxes and assessments which are a lien or which are due and payable shall be paid at closing. Taxes for the current year shall be prorated to the date of closing.
- 2.6. Closing Costs for Seller to MLT. Note that the Seller and MLT will pay closing fees equally. Per page recording fees and documentary fees for the General Warranty Deed will be paid by MLT. Any other recording costs shall be paid by the Seller. Any sales or property transfer tax will be paid by the Seller. The Seller will pay the premium for the title insurance policy and any endorsements issued pursuant to the MLT Fee Commitment. As provided in paragraph 3.1 of the Contract, at closing Seller shall reimburse MLT the amount of \$3,000 for the cost of the appraisal.
- 2.7. Closing Costs for MLT to City. All recording costs, documentary fees, closing costs shall be paid by MLT. The premium for the title insurance policy issued to the City shall be paid by MLT. The premium for the title insurance policies issued pursuant to the MLT CE Commitment and the City Fee Commitment shall be paid by MLT. All recording costs, documentary fees, closing costs shall be paid by MLT.
- 2.8. Title is to be brought down to date, and the final policy based upon the MLT Fee Commitment is to insure the Mesa County Land Conservancy, a Colorado nonprofit corporation, doing business as Mesa Land Trust, as 100% owner of the fee interest, as of the date of Closing, not as of the date of the title report.
- 2.9. Title is to be brought down to date, and the final policy based upon the MLT CE Commitment is to insure the Mesa County Land Conservancy, a Colorado nonprofit corporation, doing business as Mesa Land Trust, as 100% owner of the conservation easement interest, as of the date of Closing, not as of the date of the title report.

- 2.10. Title is to be brought down to date, and the final policy based upon the City Fee Commitment is to insure the City as 100% owner of the fee interest subject to the Conservation Easement reserved to MLT, as of the date of closing, not as of the date of the title report.
- 2.11. You must receive funds for the purchase price and closing costs from or on behalf of MLT.
- 2.12. **The Title Company must return a signed copy of this closing instruction letter to me prior to closing.**
- 2.13. **You must receive written authorization from GOCO to close.**
- 2.14. **The Title Company shall issue the title insurance policies within 10 days of closing.**
3. **Closing:** At such time as you have fully complied with the conditions set forth in paragraph 2 above and each of said conditions has fully and completely occurred, you shall close as follows:
  - 3.1. **Recording of Documents.** You shall record documents in the following order:
    - 3.1.1. **General Warranty Deed** from Meens to MLT.
    - 3.1.2. **Special Warranty Deed with Reservation of Conservation Easement** from MLT to the City.
  - 3.2. **Proceeds.** The net proceeds of the sale under the Contract shall be paid to the Seller as the Seller shall direct you no earlier than the recording of the General Warranty Deed from the Seller to MLT.
  - 3.3. **MLT Reimbursement.** The amount of \$17,250 (less MLT's closing costs) shall be reimbursed to MLT for transaction costs, the amount of \$3,000 shall be reimbursed to MLT for the cost of the appraisal, and the amount of \$15,000 shall be paid to MLT for a stewardship fund.
4. **After Closing.**
  - 4.1. After closing, please deliver the original recorded **General Warranty Deed**, a copy of the recorded **Special Warranty Deed with Reservation of Conservation Easement**, the original **MLT Fee and MLT CE title insurance policies**, a copy of the City Fee title insurance policy, a signed copy of this



Ms. Diane Hagen  
Abstract and Title Company of Mesa County, Inc  
Commitment No. 1230CEM  
Meens – Mesa County Land Conservancy – GOCO  
Closing Instructions of Mesa Land Trust  
August 12, 2014  
Page 6

closing instruction letter, and copies of all closing documents to Ms. Libby Collins, Mesa Land Trust, 1006 Main Street, Grand Junction, CO 81501.

- 4.2. After closing, please deliver the original recorded **Special Warranty Deed with Reservation of Conservation Easement**, a copy of the recorded General Warranty Deed, the original City Fee title insurance policy, a countersigned copy of this closing instruction letter, and copies of all City closing documents to the City as it shall direct you.
- 4.3. Please deliver copies of the recorded documents, the final policy of title insurance and all closing and other documents referred to in paragraph 4.1 and the title insurance policy to:
  - 4.3.1. Mr. Chris Yuan-Farrell, Great Outdoors Colorado Trust Fund, 303 East 17<sup>th</sup> Ave., Suite 1060, Denver, CO 80203.
  - 4.3.2. Allan C. Beezley, 1928 14<sup>th</sup> Street, Suite 300, Boulder, CO 80302.
- 4.4. Please deliver a copy of the recorded General Warranty Deed and the Seller's closing documents to the Seller as the Seller shall direct you.

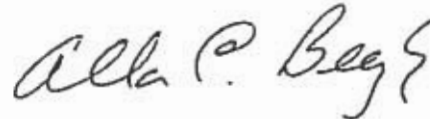
**Please acknowledge receipt of this letter of instruction, any documents transmitted herewith and your agreement to carry out the instructions set forth herein by having a copy of this letter executed by an authorized officer of Abstract & Title Co. of Mesa County in the space provided for such officer's signature and by returning the executed copy to me.**

In the event that the terms of the Contract conflict or if any other escrow instructions conflict with terms of these escrow instructions, these instructions shall control.

Ms. Diane Hagen  
Abstract and Title Company of Mesa County, Inc  
Commitment No. 1230CEM  
Meens – Mesa County Land Conservancy – GOCO  
Closing Instructions of Mesa Land Trust  
August 12, 2014  
Page 7

Should you have any questions about the foregoing, or any enclosed documents, please do not hesitate to contact me.

Sincerely,



Allan C. Beezley

ACCEPTED AND AGREED TO THIS 12 DAY OF AUGUST, 2014.

City of Grand Junction, a Colorado Home Rule Municipality

By 

Its CITY MANAGER

ACCEPTED AND AGREED TO THIS 12 DAY OF AUGUST, 2014.

Abstract & Title Co. of Mesa County, Inc.

By 

Its CRICREW OFFICER

cc: Libby Collins, Rob Bleiberg, MLT  
Chris Yuan-Farrell, GOCO

**RESOLUTION NO. 23-14**

**A RESOLUTION RATIFYING THE ACQUISITION OF THE MEENS AND FILES PROPERTIES LOCATED SOUTH AND WEST OF MONUMENT ROAD ALSO KNOWN AS THE "MONUMENT ROAD" BOOKENDS**

**RECITALS:**

With the adoption of the 2014 budget the City Council committed \$150,000.00 toward the purchase by the Mesa Land Trust, together with funding from Great Outdoors Colorado (GOCO) and private donations, of two parcels of land located south and west of Grand Junction known as the Meens and Files properties. The City Council agreed to help facilitate the transactions in order to add to the public open space in the vicinity, including but not limited to, the Three Sisters property.

The Meens and Files properties are collectively known as the "bookends" to the Three Sisters property. Together these properties will provide an easily accessible addition to the public lands that are popular for biking and hiking.

The parties have worked diligently and highly cooperatively to make the acquisitions a reality and both sales are set to close on July 17 (Meens) and July 24 (Files) 2014. The necessary agreements for the attainment of the properties and their preservation through perpetual conservation easements need to be executed and by and with this Resolution the City Council authorizes the Mayor and/or the City Manager to 1) pay the City's obligation toward the purchases and 2) to execute the documents and otherwise complete the purchase of the Meens and Files properties with full and formal ratification, confirmation and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, THAT the City, by and through the City Council and the signature of its President, does hereby ratify the actions taken by the City staff in furtherance of the acquisition of the properties, and;

FURTHERMORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO THAT the City, by and through the City Council and the signature of its President, does authorize the President of the Council (Mayor) and/or City Manager to execute the contracts, deeds, conservation easements, plats and any and all other necessary documents to acquire the Meens and Files "bookends" properties as the same have been identified heretofore and herewith.

PASSED and ADOPTED this 16<sup>th</sup> day of July, 2014



Stephanie Linn  
City Clerk

Samuel Forrie  
President of the City Council