

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|---------|------------|--------------|---------------|-------------|
| C1 | 206.00' | 165.35' | 160.95' | S31°51'49"W | 49°59'22" |
| C2 | 176.00' | 135.85' | 132.50' | N32°44'45"E | 44°13'27" |
| C3 | 171.00' | 185.06' | 176.16' | S23°51'15"W | 61°58'59" |
| C4 | 211.00' | 105.08' | 104.00' | N40°35'15"E | 28°32'04" |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 88°47'45" W | 14.18' |
| L2 | N 88°47'45" E | 20.00' |
| L3 | N 88°47'45" E | 2.67' |
| L4 | N 67°53'15" E | 22.20' |
| L5 | S 41°49'15" W | 22.20' |

AREA SUMMARY

| | | | |
|--------------|---|--------------------|----------------|
| LOTS | = | 3.56 Acres | 59.63% |
| RIGHT-OF-WAY | = | 0.25 Acres | 4.19% |
| TRACT A | = | 2± Acres | 36.2±% |
| TOTAL | = | 5.97± Acres | 100.00% |

VAN GUNDY SUBDIVISION

A REPLAT OF LOTS 1-9, BLOCK 36, MOON AND DAY ADDITION TO THE CITY OF ORCHARD MESA HEIGHTS, AND A PORTION OF VACATED HIGH STREET LOT 7, SECTION 23 TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN GRAND JUNCTION, MESA COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Dean H. Van Gundy, as to a Life Estate and Randy Dean Van Gundy as to the remainder is the owner of that real property located in part of Lot 7 of Section 23, Township 1 South, Range 1 West of the Ute Meridian Mesa County, Colorado, as demonstrated at Book 1778, Page 92 being more particularly described as follows:

BEGINNING at the Northwest corner of Block 33 of the Moon and Day's Addition to the Orchard Mesa Heights Subdivision, whence the Southwest corner of said Section 23 bears South 32°05'36" West, a distance of 1812.53 feet; thence along the Easterly Railroad Right-of-Way line on a curve to the left with a radius of 1532.70 feet and a central angle of 05°30'23" for 147.30 feet, the chord bears North 03°42'47" West, a distance of 147.24 feet; thence North 06°43'05" West, a distance of 252.30 feet; thence along a curve to the right with a radius of 616.80 feet and a central angle of 29°07'00" for 313.45 feet, the chord bears North 07°50'25" East, a distance of 310.08 feet to a point on the South bank of the Colorado river; thence approximately North 39°39'15" East, an approximate distance of 263 feet to a line established by digitizing the approximate center of the Colorado River on aerial photography, being neither the thalweg nor a surveyed line; thence continuing along said digitized line the following three (3) courses: (1) South 48°17'25" East, an approximate distance of 205 feet; (2) South 53°26'07" East, an approximate distance of 81 feet; (3) South 62°08'20" East, an approximate distance of 61 feet; thence approximately South 27°17'21" West, an approximate distance of 260 feet to a point on the South bank of the Colorado river; thence South 27°17'21" West, a distance of 21.50 feet; thence along a curve to the left with a radius of 2381.80 feet and a central angle of 03°35'49" for 149.52 feet, the chord bears South 25°32'09" West, a distance of 149.50 feet; thence South 14°35'51" West, a distance of 203.43 feet; thence along a non tangent curve to the right with a radius of 1738.70 feet and a central angle of 01°49'33" for 55.40 feet; the chord bears South 01°58'26" East, a distance of 55.40 feet; thence South 17°41'00" West, a distance of 55.80 feet to the North line of said Block 33; thence South 88°47'45" West, a distance of 184.00 feet to the POINT OF BEGINNING.

Said parcel containing approximately 5.97± acres, as described. SUBJECT to that Colorado State Department of Highways Right-of-Way as described in Book 705, Page 80, Mesa County records.

That said owners have by these presents laid out, platted, and subdivided the above described real property into lots, blocks, and tracts, as shown hereon, and designated the same as VAN GUNDY SUBDIVISION, a subdivision in the City of Grand Junction, Colorado, and hereby offers the following dedications and grants:

All Multipurpose Easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

Owners hereby declare all lienholders of record to herein described real property are shown hereon.

IN WITNESS WHEREOF, said owner, Randy Dean Van Gundy, has caused his name to be hereunto subscribed this

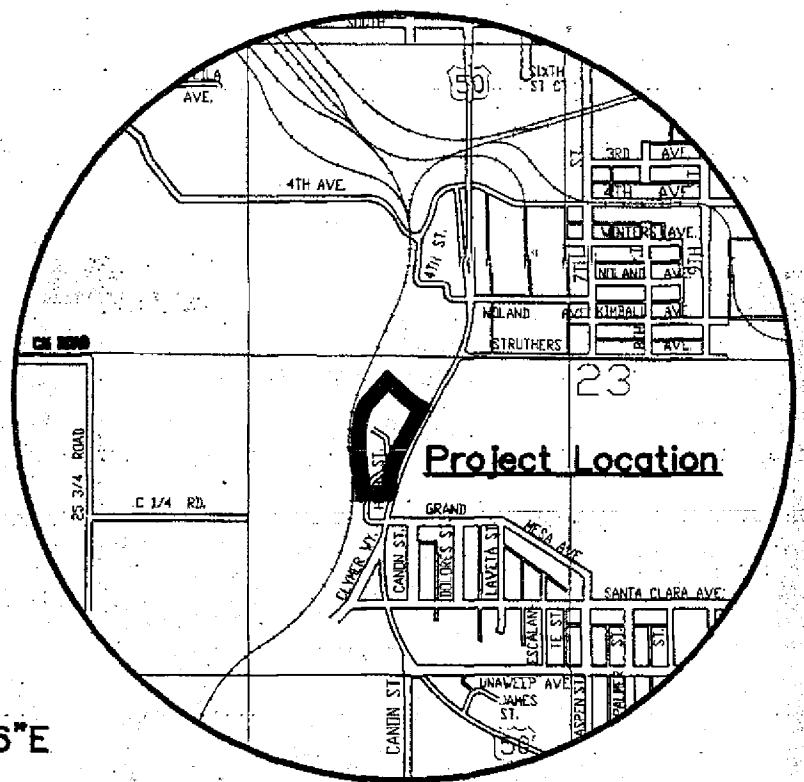
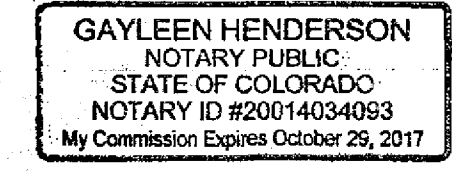
5th day of December, A.D. 2014
 by: Dean H. Van Gundy Randy Dean Van Gundy
 Dean H. Van Gundy, as to a Life Estate and Randy Dean Van Gundy as to the remainder

NOTARY PUBLIC'S CERTIFICATE

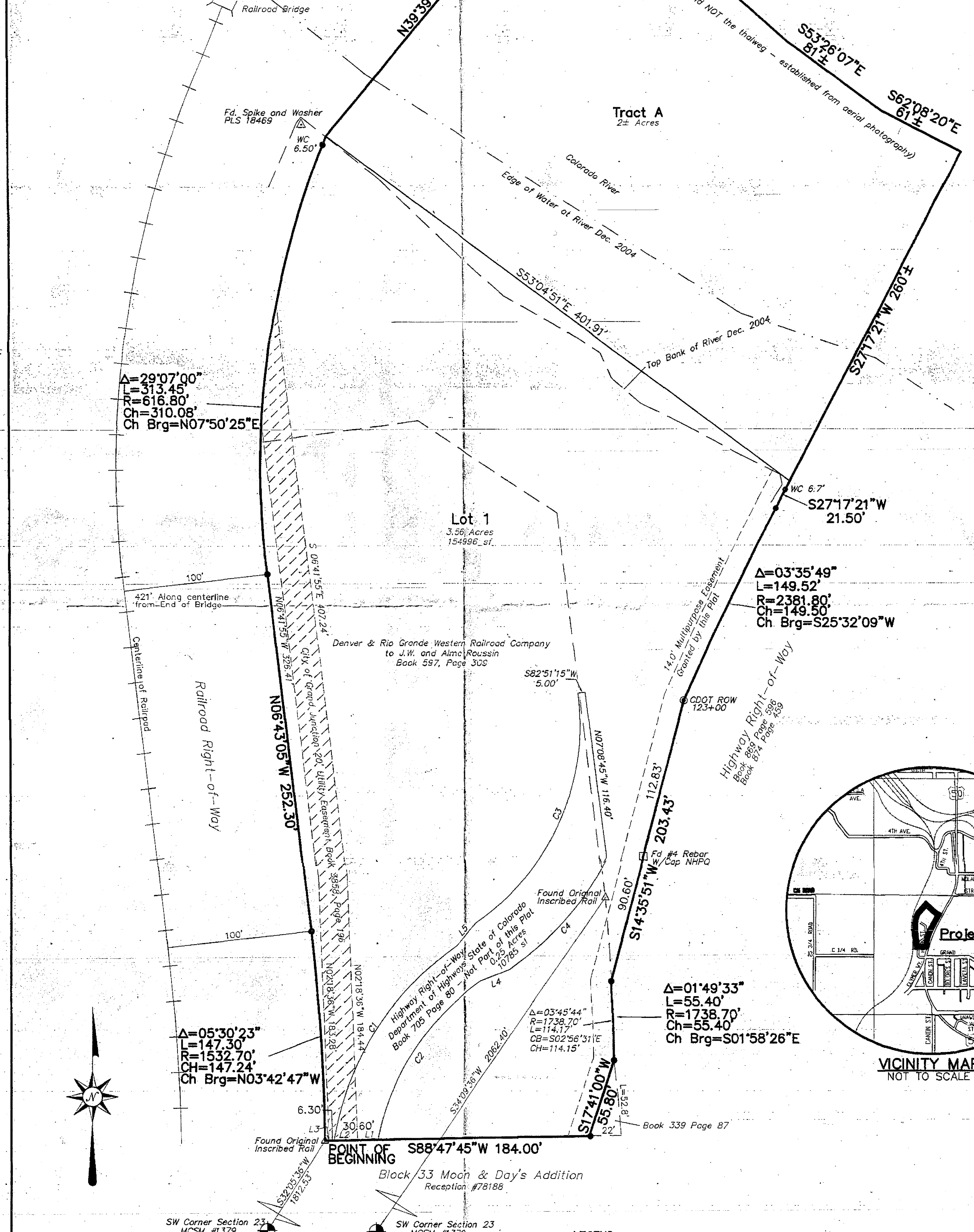
STATE OF COLORADO } ss
 COUNTY OF MESA

The foregoing instrument was acknowledged before me by Randy Dean Van Gundy this 5th day of December, A.D., 2014 AND DEAN H. VAN GUNDY

Witness my hand and official seal:
Gayleen Henderson
 Notary Public
 My Commission Expires October 29, 2017

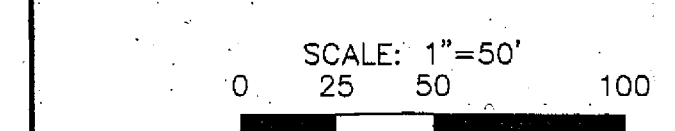


VICINITY MAP NOT TO SCALE



LEGEND

| | | |
|--|-----------------------------|---|
| ▲ ALIQUOT SURVEY MARKER, AS NOTED | △ DELTA ANGLE OF ARC | CRS COLORADO REVISED STATUTES |
| ● SET ALUMINUM CAP ON No. 5 REBAR, PLS 24953 | R RADIUS OF ARC | § SOLICIT, USED IN LEGAL DOCUMENTS (LATIN - ONE HALF) |
| ○ PER CRS-38-51-105, IN CONCRETE | L LENGTH OF ARC | PLS PROFESSIONAL LAND SURVEYOR |
| □ FOUND REBAR, AS NOTED | Ch CHORD DISTANCE OF ARC | NO NUMBER |
| ▲ PK NAIL, SET IN PAVING | Brg CHORD BEARING OF ARC | L.L.C. LIMITED LIABILITY COMPANY |
| ○ FOUND CDOT ROW MONUMENT | ± EQUAL SYMBOL | A.D. ANNO DOMINI |
| △ FOUND ORIGINAL INSCRIBED RAIL | & MORE OR LESS | ° DEGREES (ANGULAR) |
| DURABLE CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105 | ° AND SYMBOL | ' MINUTES (ANGULAR) OR FEET (LINEAR) |
| | Ⓢ INTERSTATE HIGHWAY SYMBOL | " SECONDS (ANGULAR) OR INCHES (LINEAR) |
| | Ⓡ STATE HIGHWAY SYMBOL | BLM MESA COUNTY SURVEY MARKER |
| | US UNITED STATES | BUREAU OF LAND MANAGEMENT |
| | NTS NOT TO SCALE | ROW RIGHT-OF-WAY |
| | | CDOT COLORADO DEPARTMENT OF TRANSPORTATION |



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

LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED, hereby certifies that it is a holder of a security interest upon the property described hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof, and agree that its security interest, as shown in document recorded at Book _____, Pages _____ through _____, public records of Mesa County, Colorado, shall be subordinated to the dedications shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____, with the authority of its Board of Directors, this _____ day of _____
 20____
 By: No Liens of Record (title)
 For: _____

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO } ss
 COUNTY OF MESA

The foregoing instrument was acknowledged before me by _____ (title) _____ for _____ this _____ day of _____ A.D., 20____

Witness my hand and official seal:

 Notary Public
 My Commission Expires _____

TITLE CERTIFICATION

STATE OF COLORADO } ss
 COUNTY OF MESA

We, Abstract & Title Company, a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to DEAN H. VAN GUNDY LIFE ESTATE AND, that the current taxes have been paid; that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: November 10, 2014 by Cynthia M. Cobon TITLE OFFICER
 for: Abstract & Title Company Name Of Title Company
x Randy Dean Van Gundy as to the remainder

GENERAL NOTES

Basis of bearings is the surveyed line of the bearing from the Northwest corner of Block 33 of the Moon and Days Addition to the Orchard Mesa Heights (a 2" Aluminum Cap stamped "PLS 24953) to the Southwest corner of Section 23 (a Mesa County Survey Marker, MCSM #1379) which bears South 32°06'48" West, a distance of 1812.74 feet, established by observation of the MCGPS control network, which is based on the NAD 83 datum for Horizontal and NAVD 88 datum for Vertical Information.

All lineal units shown hereon in U.S. Survey feet.
 Note: Property corners located during this survey that were within 0.25± feet of the calculated point were accepted as being "in position".

Easement and Title Information provided by Abstract and Title Co. of Mesa County, Inc., Policy No. 00914107 C, dated August 12, 2014.

FOR CITY USE ONLY

Associated Recorded Documents
 Book _____ Page _____ Type _____
 _____ RIGHT-OF-WAY VACATION _____

CITY OF GRAND JUNCTION APPROVAL

This plat of Van Gundy Subdivision, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this

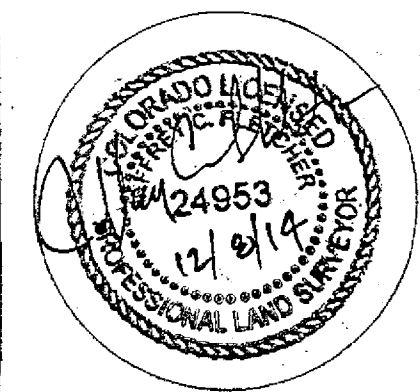
9th day of December, A.D., 2014
 City Manager: [Signature]
 Mayor: [Signature]

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } ss
 COUNTY OF MESA

I hereby certify that this instrument was filed in my office at _____ o'clock _____ M., _____ A.D., 20____, and was duly recorded in Book _____ Page(s) No. _____
 Reception No. _____ Drawer No. _____ Fees: _____

By: _____
 Deputy



VAN GUNDY SUBDIVISION
 LOT 7, SECTION 23
 TOWNSHIP 1 SOUTH, RANGE 1 WEST
 UTE MERIDIAN
 GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
 1673 Highway 50 Unit C
 Grand Junction, Colorado 81503
 Telephone: 970-254-8649 Fax 970-241-0451

| | | | | | |
|-----------------------|----------|--------|--------|-------|----|
| PROJ. NO. 04-113 | SURVEYED | DRAWN | CHK'D | SHEET | OF |
| DATE: September, 2014 | BE/JF | JF/rsk | JCF/cw | 1 | 1 |

SURVEYOR'S CERTIFICATION

I, Jeffrey C. Fletcher, do hereby certify that the accompanying plat of VAN GUNDY SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado.



Sheila Reiner
 Clerk and Recorder
 200 S. Spruce St.
 Grand Junction, CO 81501
 (970)-244-1679



Print Date:
 12/18/2014 10:28:15
 AM

Transaction #: **202067**
 Receipt #: **2014094642**
 Cashier Date: **12/18/2014 10:28:15 AM**

Mailing Address:
 P.O.BOX 20,000-5007
 Grand Junction, CO 81502
 (970)-244-1679

www.mesacounty.us

| Customer Information | Transaction Information | Payment Summary |
|--|--|--|
| (CITYOFGJ) CITY OF GRAND JCT COM DEVELOP 250 N 5TH ST GRAND JCT, CO 81501 Escrow Balance: \$132.00 | Date Received: 12/18/2014 Source Code: Over The Counter Return Code: Over The Counter Trans Type: Recording | Total Fees \$21.00 Total Payments \$21.00 |

| 1 Payments | |
|------------|---------|
| CASH | \$21.00 |

| 1 Recorded Items | |
|---|---|
| (ORDINANCE) ORDINANCE | <i>BK/PG: 5672/280 Reception Number: 2709893</i> <i>Date: 12/18/2014 10:28:14 AM</i> <i>From: To:</i> |
| Recording @ \$10 per page \$1 Surcharge | 3 \$21.00 |

| 0 Search Items |
|----------------|
|----------------|

| 0 Miscellaneous Items |
|-----------------------|
|-----------------------|

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS & UTILITIES
250 NORTH 5TH STREET
GRAND JUNCTION, CO 81501
(970) 244-1554

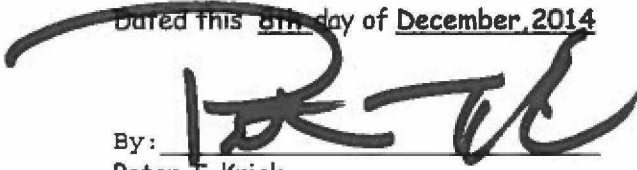
TO THE MESA COUNTY CLERK & RECORDER:

THIS IS TO CERTIFY that the herein named Subdivision Plat,
VAN GUNDY SUBDIVISION

Situated in the NW 1/4 SW 1/4 of Section 23 Township 15, Range 1W of the UTE Principal Meridian in the City of Grand Junction, County of Mesa, State of Colorado, has been reviewed under my direction and, to the best of my knowledge, satisfies the requirements pursuant to C.R.S. 38-51-106 and the Zoning and Development Code of the City of Grand Junction for the recording of subdivision plats in the office of the Mesa County Clerk and Recorder.

This certification makes no warranties to any person for any purpose. It is prepared to establish for the County Clerk and Recorder that City review has been obtained. This certification does not warrant: 1) title or legal ownership to the land hereby platted nor the title or legal ownership of adjoining; 2) errors and/or omissions, including, but not limited to, the omission(s) of rights-of-ways and/or easements, whether or not of record; 3) liens and encumbrances, whether or not of record; 4) the qualifications, licensing status and/or any statement(s) or representation(s) made by the surveyor who prepared the above-named subdivision plat.

Dated this 8th day of December, 2014

By: 
Peter T. Krick
City Surveyor
City of Grand Junction

Recorded in Mesa County

Date: 12-18-14

Book: 5072 Page: 289

Drawer: A3-41

78188

State of Colorado,
County of Mesa,
I hereby certify that this instrument was
filed for record in my office Sept. 24, 1909
at 2:30 o'clock P.M., and recorded in Book
116 Page
R.E. Stone Recorder.
By: _____ Deputy.
FRANK S. _____

PLAT OF
MOON & DAY'S ADDITION
TO
ORCHARD MESA HEIGHTS

Scale 40ft.=2 in

J.F. O'MALLEY, Surveyor.

DEDICATION.

Know all men by these Presents, That we, I. A. Moon & H.S. Day, have caused the following described lands to be platted into lots and blocks to be known as Moon & Day's Addition to Orchard Mesa Heights, being and located in Lot 7, Sec. 33, T₁S. of R.1 W. Ute Meridian, and we hereby dedicate the streets therein to the use of the public forever.

Beginning at a point which bears S 14° 36' E 131.75 ft. from the SE. corner of the D-R.R.R.Co's reservoir site, which corner is a cross cut in the end of a steel rail embedded in concrete and said corner bears N 30° 41' E 301 ft. from S.W. Cor. Sec. 33 T. 1 S. R. 1 W. Ute Meridian, thence N 4° 16' E 329.95 ft., thence N 30° 16' E about 368 ft. to the south bank of the Grand River, thence southeasterly along the south bank of the Grand River to a point 959.2 ft. east of the point of beginning, thence west 1582 ft. to the place of beginning. Again, beginning at the SE. corner of the D-R.R.R.Co's reservoir site, thence S 4° 16' W 246.83 ft., thence W. 118.3 ft., thence N. 0° 46' E. 246.64 ft., thence easterly along the south boundary of reservoir site 204 ft. to place of beginning. Again, beginning at a point which bears N 31° 46' W 66 ft. from the SE. corner of D-R.R.R.Co's reservoir site, above described, thence N 37° 46' E about 1815 ft. to south bank of Grand River, thence north-westerly along the south bank of Grand River to where it intersects the east line of D-R.R.R.Co's right of way, thence southerly to the NW. corner of said railway's reservoir site, thence easterly and southerly along the boundary of said site to point of beginning, said boundary being substantially marked by steel rails embedded in concrete.

Lots 4 to 9 inclusive, Block 36 extend in length from High St. to bank of Grand River, lots 1 to 16 inclusive Block 36 from Park Place to river, and lot 17 and part of 16 from Grand Mesa Ave. to river.

I. A. Moon
H. S. Day.

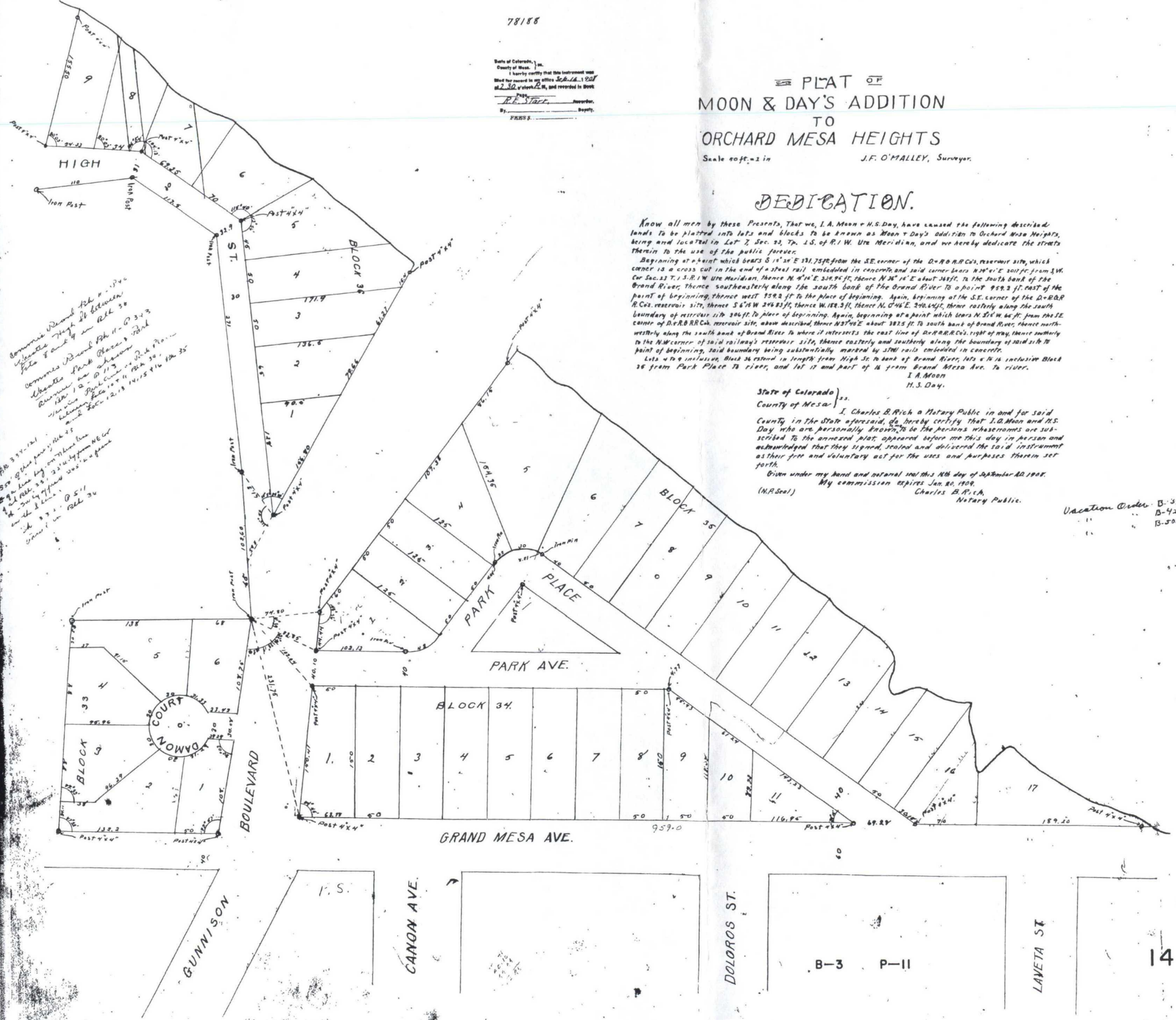
State of Colorado }
County of Mesa }

I, Charles B. Rich a Notary Public in and for said County in the State aforesaid, do hereby certify that I. A. Moon and H.S. Day who are personally known to be the persons whose names are subscribed to the annexed plat, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 24th day of September AD. 1909.

My commission expires Jan. 20, 1909.
(N.P. Seal) Charles B. Rich,
Notary Public.

Vacation Order B-317 P-2
B-420 P-11
B-503-068



Commons Deed Pl. 4. - P. 40
Locates High St. between
Lots 8 and 9 in Blk 30
Locates Park Place & Park
Ave. in Bl. 33 & 34
Locates Park Ave. & Park Place
between Lots 10 & 11 Blk 30
and Lots 2, 3, 11, 12, 14, 15, 16 Blk 35

Blk 33-124
Blk 34-124
Blk 35-124
Blk 36-124
Blk 37-124
Blk 38-124
Blk 39-124
Blk 40-124
Blk 41-124
Blk 42-124
Blk 43-124
Blk 44-124
Blk 45-124
Blk 46-124
Blk 47-124
Blk 48-124
Blk 49-124
Blk 50-124
Blk 51-124
Blk 52-124
Blk 53-124
Blk 54-124
Blk 55-124
Blk 56-124
Blk 57-124
Blk 58-124
Blk 59-124
Blk 60-124
Blk 61-124
Blk 62-124
Blk 63-124
Blk 64-124
Blk 65-124
Blk 66-124
Blk 67-124
Blk 68-124
Blk 69-124
Blk 70-124
Blk 71-124
Blk 72-124
Blk 73-124
Blk 74-124
Blk 75-124
Blk 76-124
Blk 77-124
Blk 78-124
Blk 79-124
Blk 80-124
Blk 81-124
Blk 82-124
Blk 83-124
Blk 84-124
Blk 85-124
Blk 86-124
Blk 87-124
Blk 88-124
Blk 89-124
Blk 90-124
Blk 91-124
Blk 92-124
Blk 93-124
Blk 94-124
Blk 95-124
Blk 96-124
Blk 97-124
Blk 98-124
Blk 99-124
Blk 100-124

B-3 P-11

143

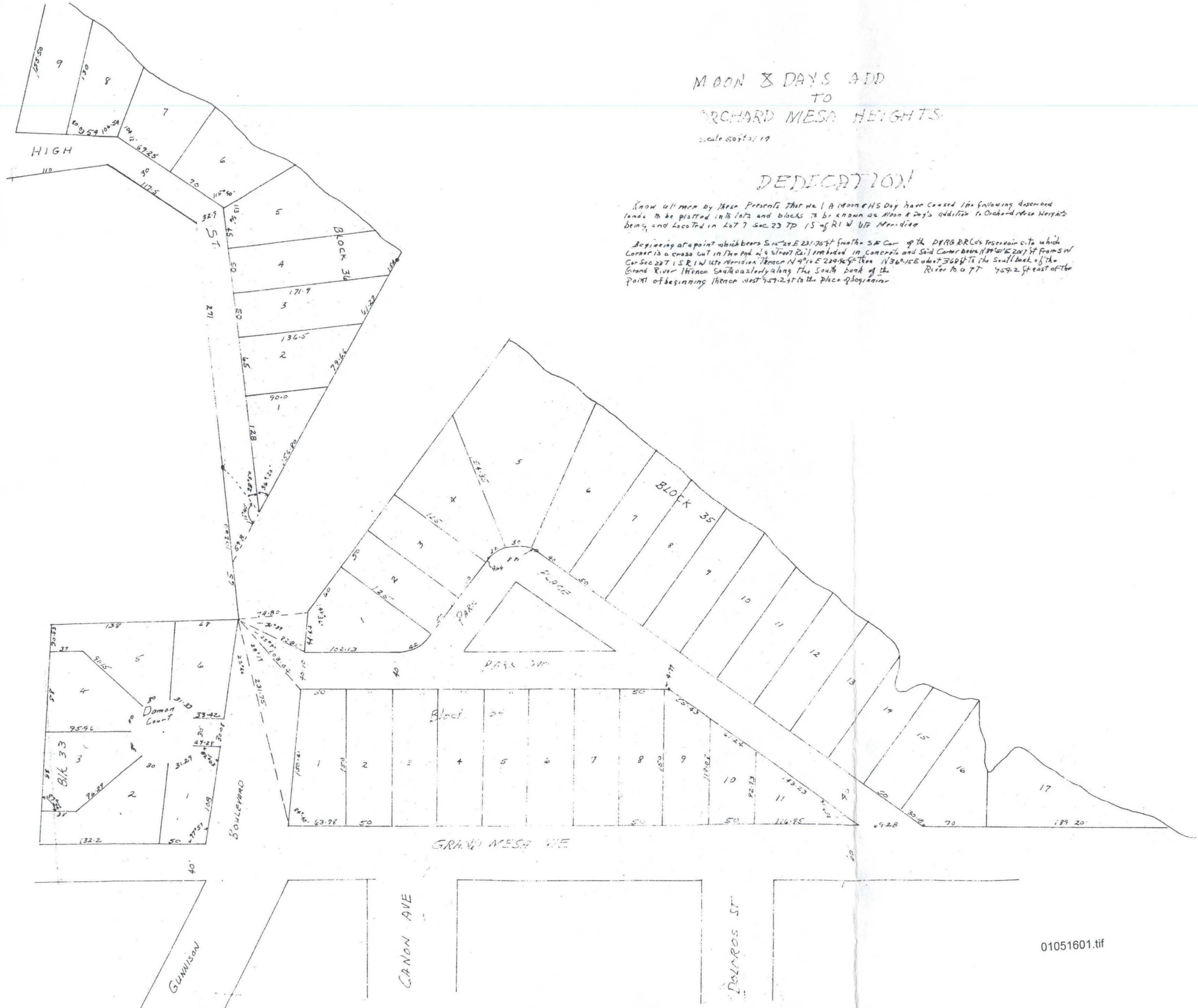
MOON & DAYS ADD
TO
ORCHARD MESA HEIGHTS

Scale 50' = 1" = 10'

DEDICATION

Know all men by these presents that we, A Moon & Days have caused the following described lands to be platted into lots and blocks to be known as Moon & Days Addition to Orchard Mesa Heights being and located in Lot 7 Sec 23 T1N 15 R1W UPR Meridian

Beginning at a point which bears S 15° 20' E 231.75 ft from the SW Corner of the DARR BROS reservoir site which corner is a cross cut in the top of a street Rail road in concept and said corner bears 119° 50' E 207 ft from SW Cor Sec 22 T1N 15 R1W UPR Meridian Thence N 40° 15' E 210 ft to a point N 36° 15' E about 360 ft to the South bank of the Grand River thence Southwesterly along the South bank of the River to a PT 459.2 ft east of the point of beginning thence West 457.2 ft to the place of beginning



78188

State of Colorado,
County of Mesa,
I hereby certify that this instrument was
read and found to be correct in my office on Sept. 16, 1908
at 2:30 o'clock P.M., and recorded in Book
113 Page
R.E. Stoll Recorder.
By PKRS Deputy.

PLAT OF
MOON & DAY'S ADDITION
TO
ORCHARD MESA HEIGHTS

Scale 40ft.=1 in

J.F. O'MALLEY, Surveyor.

DEDICATION.

Know all men by these Presents, That we, I.A. Moon & H.S. Day, have caused the following described lands to be platted into lots and blocks to be known as Moon & Day's Addition to Orchard Mesa Heights, being and located in Lot 7, Sec. 22, T₁ S. of R. 1 W. Ute Meridian, and we hereby dedicate the streets therein to the use of the public forever.

Beginning at a point which bears S 15° 24' E 331.75 ft. from the SE corner of the D.R.R. Co's. reservoir site, which corner is a cross cut in the end of a steel rail embedded in concrete and said corner bears N 86° 01' E 201 ft. from S.W. Cor. Sec. 22 T₁ S. R. 1 W. Ute Meridian, thence N 4° 16' E 339.96 ft., thence N 26° 16' E about 385 ft. to the south bank of the Grand River, thence southeasterly along the south bank of the Grand River to a point 959.3 ft. east of the point of beginning, thence west 159.2 ft. to the place of beginning. Again, beginning at the SE corner of the D.R.R. Co's. reservoir site, thence S 6° 16' W 346.85 ft., thence W 189.3 ft., thence N 67° 46' E 346.45 ft., thence easterly along the south boundary of reservoir site 304 ft. to place of beginning. Again, beginning at a point which bears N 35° 16' W 64 ft. from the SE corner of D.R.R. Co's. reservoir site, above described, thence N 57° 46' E about 382.5 ft. to south bank of Grand River, thence northwesterly along the south bank of Grand River to where it intersects the east line of D.R.R. Co's. right of way, thence southerly to the NW corner of said railway's reservoir site, thence easterly and southerly along the boundary of said site to point of beginning, said boundary being substantially marked by steel rails embedded in concrete.

Lots 1 to 9 inclusive, Block 36 extend in length from High St. to bank of Grand River, lots 1 to 16 inclusive Block 36 from Park Place to river, and lot 17 and part of 16 from Grand Mesa Ave. to river.

I.A. Moon
H.S. Day.

State of Colorado
County of Mesa

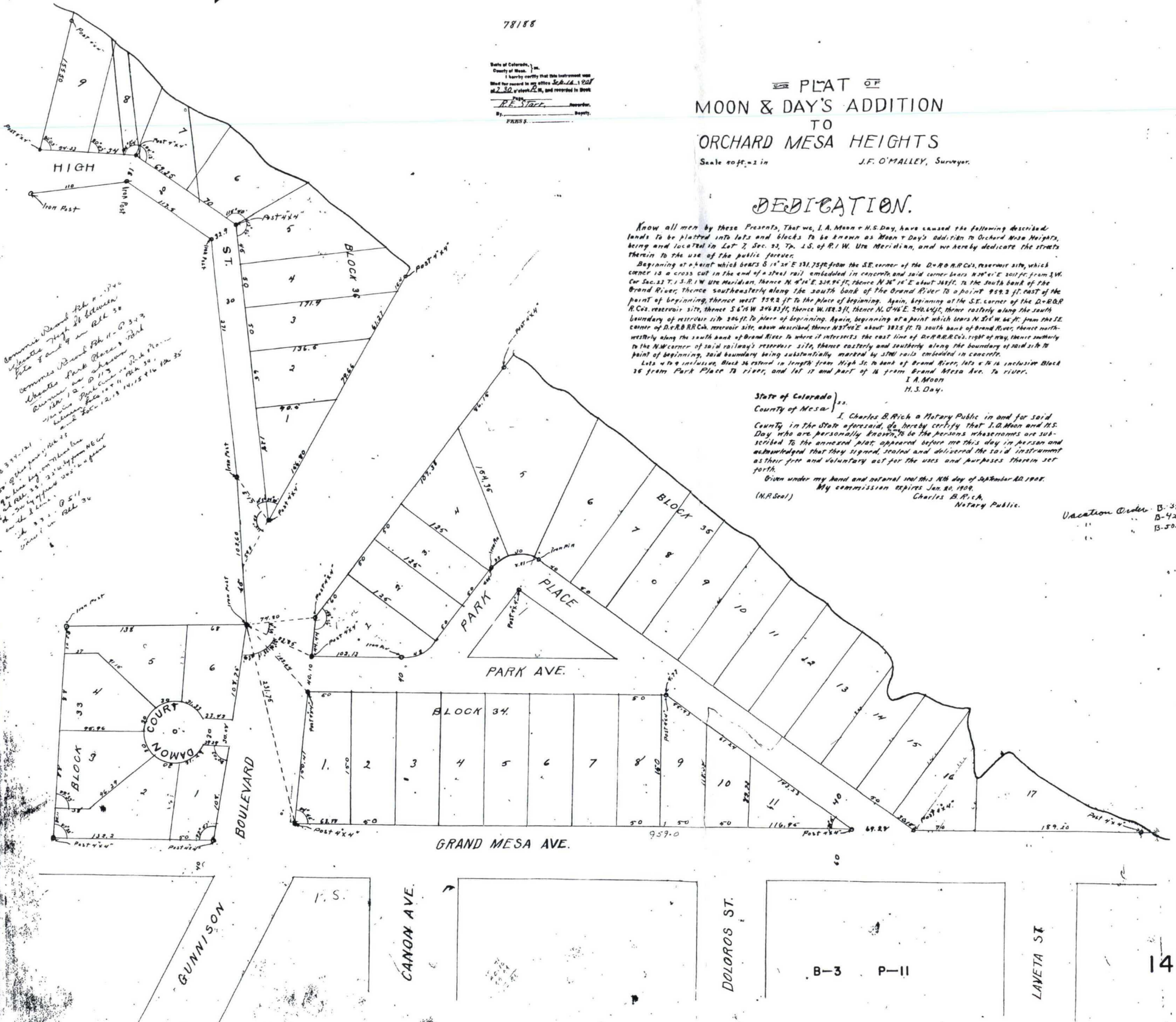
I, Charles B. Rich a Notary Public in and for said County in the State aforesaid, do hereby certify that I.A. Moon and H.S. Day who are personally known to be the persons whose names are subscribed to the annexed Plat, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal of office this 16th day of September A.D. 1908.
My commission expires Jan. 20, 1909.

(N.R. Seal)

Charles B. Rich,
Notary Public.

Vacation Order B-377 P. 2
B-420 P. 11
B-503 P. 67



Commons Board Pk. H. 1-10-06
Voters High St. & between
Pete & Carl on Pk. 30
Commons Board Pk. H. - P. 3-4-3
Abraham on Abraham
Pete 1-2 - P. 1-1-3
James Pk. Com. - Pk. No. 1
between Pk. 1-2-11 Pk. 30,
and Pk. 1-2-18 14-15 & 16 Pk. 35

Pk. 3-4-12-1
50' of this parcel
at Pk. 30
30' by 77' parcel 305' in a front
on the 2 line
to P. 5-11
Grant in Pk. 30

MOON & DAYS ADD
TO
ORCHARD MESA HEIGHTS

Scale 60ft = 1" = 19

DEDICATION

Know all men by these presents that we (A Moon & HS Day) have caused the following described lands to be platted into lots and blocks to be known as Moon & Day's addition to Orchard Mesa Heights being and located in Lot 7 Sec. 23 T15 R1 W1E Meridian

Beginning at a point which bears S 1/4 E 231.75 ft from the SE Cor. of the DEARBORN's reservoir to which corner is a cross cut in the old 4 1/2 foot Rail embedded in concrete and said corner bears N 89° 54' 15" E 227 ft from SW Cor. Sec. 27 T15 R1 W1E Meridian Thence N 47° 14' E 229.75 ft Thence N 36° 15' E about 360 ft to the SW corner of the Grand River thence South along the South bank of the River to a PT 459.2 ft east of the point of beginning thence West 459.2 ft to the place of beginning



**EASEMENT AGREEMENT FOR THE CONSTRUCTION OF A GRAVITY SANITARY
SEWER LINE IN THE MOON AND DAYS SUBDIVISION**

This Agreement is made and entered into this ____ day of March, 2005, by and between Dean H. Van Gundy and Randy Dean Van Gundy, (hereafter, collectively, the "Owners"), whose addresses are, respectively, 1018 South Fifth Street, Grand Junction, CO 81501 and 561 Bentwood, Grand Junction, Colorado 81504, and the City of Grand Junction, a Colorado home rule municipality, (hereafter, the "City"), whose address is 250 North Fifth Street, Grand Junction, Colorado 81501.

RECITALS:

- A. A force sewer main currently used for the transportation of sanitary sewer wastes (not storm water) is located on the parcels identified by tax schedule numbers 2945-233-15-004 and 2945-233-15-001 (hereafter, the "Sewer Line Properties"), the approximate boundaries of said parcels being outlined on Exhibit A attached hereto and incorporated herein by reference as if fully set forth.
- B. The Owners own, or have reserved an estate in, the real property identified as tax schedule numbers 2945-233-15-001, 2945-233-15-002, 2945-233-15-003 and 2945-233-15-004 (hereafter, the "Construction Area"), the approximate boundaries of said parcels being outlined on Exhibit B attached hereto and incorporated herein by reference as if fully set forth.
- C. The City has agreed to construct a gravity sewer line (hereafter, "Gravity Sewer Line") to replace the existing force sewer main. The Gravity Sewer Line will be located along the western portion of the Sewer Line Properties and will be placed as far west on the Sewer Line Properties as reasonably allowable to provide a safe, constructible, and functional sanitary sewer infrastructure system as determined by the City. During the construction process and once built, the Gravity Sewer Line and system will be owned and maintained by the City for the benefit of the Persigo 201 Sewer System.
- D. The Owners have agreed to allow the City to construct the Gravity Sewer Line across the Sewer Line Properties.
- E. In order to maximize the utility of the Gravity Sewer Line the Owners desire that a portion of the existing gravity sewer line (which allows gravity flow to the existing siphon under the Colorado River) be left in place and continue to be owned and maintained by the City for the benefit of the Persigo 201 Sewer System after the completion of the Gravity Sewer Line.
- F. The Owners desire to have the lots located within the Construction Area, and the portion of the parcel identified by tax schedule number 2945-233-15-004 which lies

Van Gundy
Temporary Construction Easement
Page 2 of 10

south of High Street (hereafter, the "Area to Apply for Replat"), the approximate boundaries of which are outlined on Exhibit C attached hereto and incorporated herein by reference as if fully set forth, replatted so that said parcels will be combined into one lot.

G. The Owners desire the vacation, in accordance with City standards, of the High Street right-of-way located in or adjacent to the Construction Area, the approximate boundaries of which are outlined in black on Exhibit D attached hereto and incorporated herein by reference as if fully set forth.

H. To accommodate temporary access for workers and equipment during the construction of the Gravity Sewer Line, the City needs to acquire from the Owners a Temporary Construction Easement over the Construction Area.

I. To allow the City to maintain and operate the Gravity Sewer Line, the City needs to acquire from the Owners a perpetual easement over and across the Gravity Sewer Line.

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

1. The Owners hereby grant to the City from the date of this Agreement and for the duration of the construction of the Gravity Sewer Line, a Temporary Construction Easement across the Construction Area, the boundaries of said easement being outlined in black on the attached Exhibit B, for the construction of the Gravity Sewer Line and any activities incident thereto including the staging and storage of construction materials, supplies, fill material and equipment and for any other uses related to the construction of the Gravity Sewer Line, including the digging of trenches and holes as the City, in its sole and absolute discretion, deems necessary. The City agrees it will make reasonable efforts to refrain from interfering with any use by the Owners, or allowed by the Owners, in the Construction Area. The City will maintain a means of ingress and egress to the Construction Area during construction for the use of the Owners and their invitees. At times the access may be blocked and/or may not be to the standard of a City street.
2. In exchange for the Owners allowing the City to construct the Gravity Sewer Line on, under and across the Sewer Line Properties, the Owners' granting of the Temporary Construction Easement over the Construction Area, and the Owners' granting of a perpetual easement across the center of the Gravity Sewer Line by the execution of a Grant of Perpetual Easement of even date herewith, the City

Van Gundy
Temporary Construction Easement
Page 3 of 10

shall, subject to the requirements of the Grand Junction Zoning and Development Code (hereafter, "Code"):

- a. Prepare the necessary application(s), form(s) and other paperwork and submit the same to the Grand Junction Community Development Department (hereafter, "Community Development") to apply for replat of the Construction Area plus the portion of the parcel identified as tax schedule number 2945-233-15-004 which lies south of High Street (said parcels being outlined on the attached Exhibit C) to be combined as one lot. As partial consideration for the grants of easement, the City will pay, on behalf of the Owners, the application fee and any other fees required by Community Development for the replat. As part of the replat process, the City will request to vacate that portion of its easement, if any there be, for the existing force main which may lie on or across the Sewer Line Properties. The Owners shall sign any and all documents which are required for the replat. Representatives of the City will assist the Owners with completing submittals and other necessary paperwork throughout the replat process. The parties understand and agree that any decision concerning the approval or denial of the proposed replat will be at the sole and absolute discretion of the decision maker as provided by the Code; the City, by the signing of this Agreement, does not promise or guarantee as to the approval or denial by the decision maker of the proposed replat.

The City will delay the recording of the final plat until the Owners purchase the CDOT right-of-way property or August 31, 2005, whichever earlier occurs. Except, if the Owners are unable to purchase the CDOT right-of-way property by August 31, 2005 the City will delay the recording of the final plat for up to an additional ninety (90) days after August 31, 2005. If recordation of the final plat is delayed, such recordation shall occur only if permitted by the City of Grand Junction Zoning and Development Code as interpreted by the City.

- b. Apply to Community Development for the vacation of that portion of the High Street right-of-way that is outlined in black on the attached Exhibit D and more particularly described as follows:

Beginning at a found original inscribed rail whence the SW corner of Section 23, T 1 S, R 1 W of the Ute Meridian bears S 34°16'46" W a distance of 2065.32 feet for a basis of bearings; thence N 06°43'05" W a distance of 271.00 feet; thence N 56°28'05" W a distance of 117.00 feet; thence N 17°59'43" E a distance of 31.14 feet; thence S 56°28'05" E a distance of 139.25 feet; thence S 06°43'05" E a distance of 259.19 feet; thence S 14°35'51" W a distance of 84.77 feet to a point on a non-tangent

Van Gundy
Temporary Construction Easement
Page 4 of 10

curve to the left having a radius of 1738.70 feet, a central angle of $01^{\circ}45'19''$ and a chord that bears $N 05^{\circ}50'26'' W$ a distance of 53.27 feet to the Point of Beginning.

The City will pay all fees associated with the proposal to vacate the High Street right-of-way. The parties understand and agree that any decision concerning the approval or denial of the proposed vacation of the High Street right-of-way will be at the sole and absolute discretion of the decision maker as provided by the Code; the City, by the signing of this Agreement, does not promise or guarantee as to the approval or denial by the decision maker of the proposed vacation of right-of-way.

3. After the completion of the Gravity Sewer Line, in order to maximize the utility of the Gravity Sewer Line the City shall leave in place and continue to own and maintain for the benefit of the Persigo 201 Sewer System the portion of the existing gravity sewer line which allows gravity flow to the existing siphon under the Colorado River.
4. The parties acknowledge and agree that the City does not own and shall not pursue vacation of the portion of Colorado Department of Transportation ("CDOT") right-of-way dividing the parcel identified by tax schedule number 2945-233-15-004 (shown as a white area on the attached Exhibit D). The Owners acknowledge that if they desire to vacate the above-described CDOT right-of-way, then they are responsible for pursuing such vacation on their own and without the assistance of the City.
5. The construction of the Gravity Sewer Line, the applications for the replat of the lots within the Construction Area and the application to vacate the High Street right-of-way shall proceed concurrently. The City's assistance with the replat and support of the High Street right-of-way vacation shall be contingent upon the Owners allowing the City to complete the Gravity Sewer Line. The plat shall include the easement(s) provided by this Agreement.
6. The parties hereto believe that the construction of the Gravity Sewer Line and, once constructed, the presence of the Gravity Sewer Line on and under the Owners' real property will not decrease the Owners' property value; therefore, no severance damages will occur as a result of the construction or presence of the Gravity Sewer Line or as a result of the Owners' granting of a non-exclusive perpetual easement to the City across the Gravity Sewer Line. The parties agree that the Gravity Sewer Line is expected to provide special benefits and increased value to the Owners' real property to the extent that said property will benefit from an improved sanitary sewer disposal system.

Van Gundy
Temporary Construction Easement
Page 5 of 10

7. a. This Agreement grants to the City the right to use the Construction Area, said use being described in paragraph 1 above, and shall serve as an irrevocable license to use the Construction Area for the purposes aforescribed until construction of the Gravity Sewer Line is complete. Said completion shall be evidenced, at the sole and exclusive discretion of the City, by the City's final acceptance of the work and final payment to the contractor.
 - b. The City shall indemnify and hold harmless the Owners against any action(s), claim(s), proceeding(s), demand(s), loss(es), cost(s), damage(s) and expense(s) whatsoever which may be brought against or suffered by the Owners by reason of, or on account of any injury, illness or death of persons (adjudged by a court of competent jurisdiction to be the liability of the City) and/or for unrestored damage to property arising out of, or incidental to, the construction of the Gravity Sewer Line, by the City's employee(s), licensee(s) or invitee(s). The City may assert any and all defenses that it may have including but not limited to those provided in accordance with the Colorado Governmental Immunity Act. . This agreement to indemnify and/or hold harmless shall survive termination, expiration or cancellation of this Agreement and/or termination or expiration of any or all insurance coverage required hereunder.
8. This Agreement, and the Grant of Easement for a non-exclusive perpetual easement over and across the Gravity Sewer Line executed of even date herewith, embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
9. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns. If either Owner, or both of them, is in default of the terms and conditions hereof with respect to the Owners' agreement to fulfill the Owners' contractual obligations hereunder, the City shall have the right to an action for specific performance. This Agreement shall be recorded in the Mesa County land records.
10. This is a legal instrument. The Owners are advised to seek the advice of their own legal and tax counsel before signing this Agreement.

Van Gundy
Temporary Construction Easement
Page 6 of 10

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Owners:

For the City of Grand Junction:

Randy Dean Van Gundy

By _____
Peggy Holguin, Real Estate Manager

Dean H. Van Gundy

Van Gundy
Temporary Construction Easement
Page 7 of 10

SEWER LINE PROPERTIES



EXHIBIT A

Van Gundy
Temporary Construction Easement
Page 8 of 10

CONSTRUCTION AREA



EXHIBIT B

Van Gundy
Temporary Construction Easement
Page 9 of 10

AREA TO APPLY FOR REPLAT



EXHIBIT C

Van Gundy
Temporary Construction Easement
Page 10 of 10

**RIGHT-OF-WAY AREA OF HIGH STREET
TO APPLY FOR VACATION
AND
CDOT RIGHT-OF-WAY**



Van Gundy
Temporary Construction Easement
Page 11 of 10

EXHIBIT D

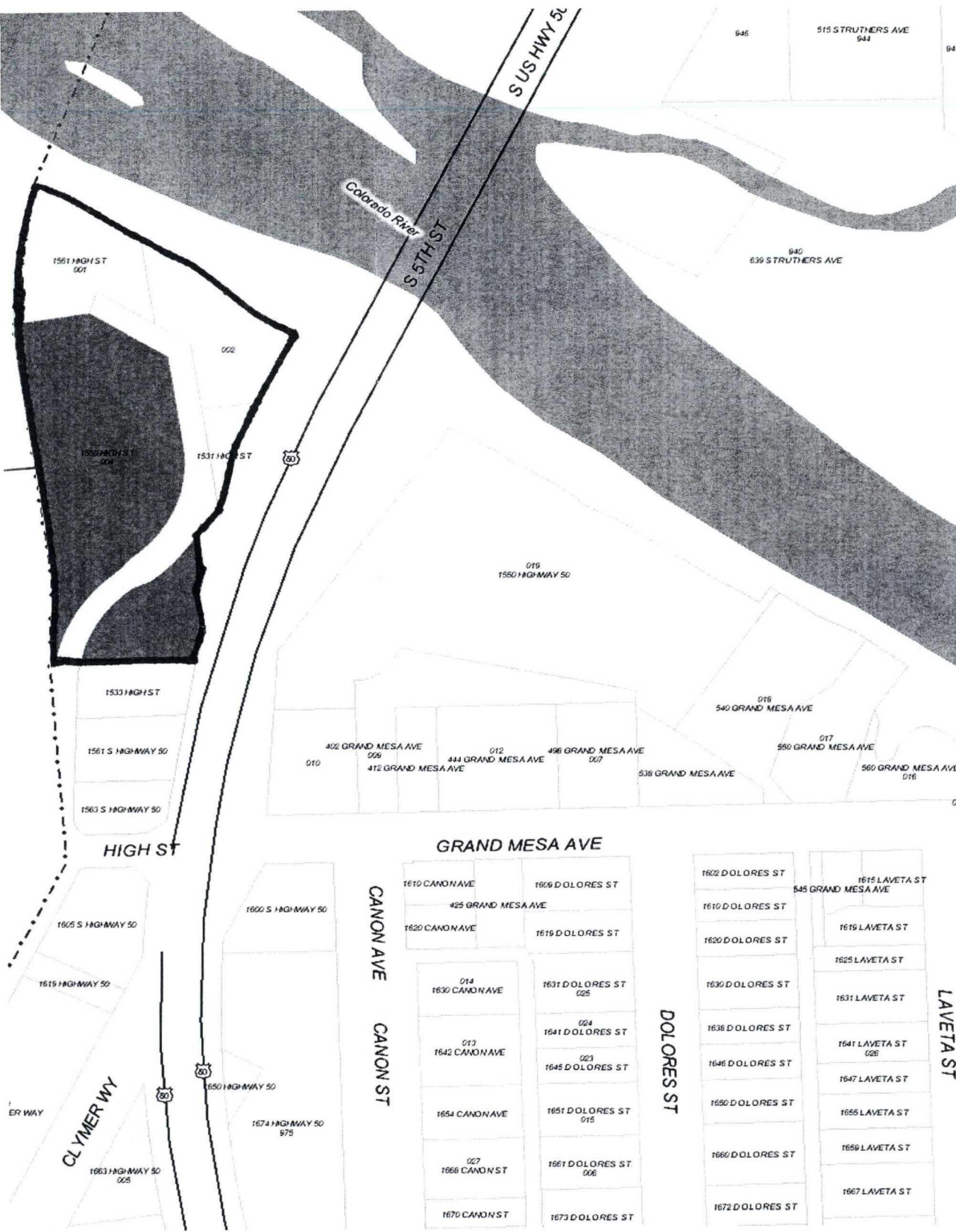
Van Gundy Subdivision



Date: 10/29/2014

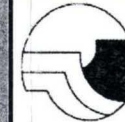
1 inch = 100 feet

Location Map - VanGundy Subdivision



LEGEND

- | | | | |
|---|-----------------|--|---|
| + | Hospitals | | Colorado National Monument |
| * | Police Stations | | BLM Special Areas |
| ▲ | Fire Stations | | Black Ridge Canyons |
| Ⓛ | Schools | | COLORADO CANYONS NATIONAL CONSERVATION AREA |
| | State Highways | | BLM |
| | Roads | | National Forest |
| | Lakes | | |
| | Canals | | |



DISCLAIMER : The Geographic Information System (GIS) and its components are designed as a source of reference for answering inquiries, for planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in official government records such as the County Clerk and Recorders office or the courts. In addition, the representations of locations in this GIS cannot be substituted for actual legal surveys.

Mesa County GIS
544 Rood Ave.
Grand Junction, CO 81501

GRANT OF SANITARY SEWER EASEMENT

THIS GRANT OF EASEMENT made and entered into this ____ day of March, 2005, by and between Dean H. Van Gundy and Randy Dean Van Gundy (collectively, hereinafter referred to as the "Grantors"), whose addresses are, respectively, 1018 South Fifth Street, Grand Junction, Colorado 81501 and 561 Bentwood, Grand Junction, Colorado 81504, and the City of Grand Junction, Colorado, a Colorado home rule municipality, whose address is 250 North Fifth Street, Grand Junction, CO 81501 (hereinafter referred to as the "Grantee").

WITNESSETH THAT:

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors have this date bargained, conveyed, delivered, transferred, and sold, and by these presents, does bargain, convey, deliver, transfer and sell unto the Grantee, its successors and assigns, for the use and benefit of the Persigo 201 Sewer System, a perpetual easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto, on along over, under, through the following described premises, to wit (hereinafter referred to as the "Easement Area"):

A parcel of land located in Section 23, T 1 S, R 1 W, Ute Meridian, Mesa County, Colorado, twenty feet in width for the purpose of a sanitary sewer easement, more particularly described as follows:

Beginning at the Northwest corner of Block 33 of the Moon & Day Addition in the City of Grand Junction, Section 23, T 1 S, R 1 W, Ute Meridian, whence the Southwest Corner of said Section 23 bears S 32°06'48" W a distance of 1812.74 feet, with all bearings contained hereon relative thereto; thence N 88°47'45" E a distance of 2.67 feet to the Point of Beginning; thence N 02°18'36" W a distance of 183.28 feet; thence N 06°41'55" W a distance of 326.41 feet; thence along a curve to the right with a radius of 616.80 feet, a length of 82.59 feet, a central angle of 07°40'18", and a chord bearing of N 07°19'36" E a distance of 82.52 feet; thence S 06°41'55" E a distance of 407.24 feet; thence S 02°18'36" E a distance of 184.44 feet; thence S 88°47'45" W a distance of 20.00 feet to the Point of Beginning.

This Easement is appurtenant to the aforescribed real property and shall constitute a covenant running with the land, and binding upon Grantors' successors and assigns.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of perpetual ingress and egress for workers and equipment to survey, improve, maintain, operate, repair, replace, control and use

said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, together with the terms, covenants and conditions and restrictions contained herein.

Grantors' use and occupancy of the real property burdened by this Easement shall not be inconsistent with and shall not interfere with the full use and quiet enjoyment of the rights herein granted; Grantors hereby covenant with Grantee that the Easement Area shall not be burdened or overburdened by the installation, construction or placement of any structure or other item or fixture which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under through and across the Easement Area.

Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Grantors shall have the right to use and occupy the Easement Area for any purpose not inconsistent with Grantee's full enjoyment of the rights hereby granted.

It is contemplated by Grantors that this Grant of Easement shall be amended or supplemented at such time as is necessary if the precise location of the Easement created hereby changes during construction.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Randy Dean Van Gundy, Grantor

Dean H. Van Gundy, Grantor

STATE OF COLORADO)
)ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before this _____ day of March, 2005 by Dean H. Van Gundy.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
)ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before this _____ day of March, 2005 by Randy Dean Van Gundy.

Witness my hand and official seal.

My commission expires: _____

Notary Public