

RECEIPT OF APPLICATION

DATE BROUGHT IN: ~~12-27-05~~ 1-4-06

CHECK #: 20647 AMOUNT: 100.00

DATE TO BE CHECKED IN BY: ~~12-28-05~~ ~~12-28-05~~ 1/10/06

PROJECT/LOCATION: 784 Valley Ct

Items to be checked for on application form at time of submittal:

- Application type(s)
- Acreage
- Zoning
- Location
- Tax #(s)
- Project description
- Property owner w/ contact person, address & phone #
- Developer w/ contact person, address & phone #
- Representative w/ contact person, address & phone #
- Signatures of property owner(s) & person completing application
- Box checked for person responsible for payment

Submittal Incompleteness Determination
Condominium Plat
784 Valley Court
December 29, 2005

The following information is required by the SSID Manual in order for this application to be accepted for processing:

1. Provide copies of all recorded documents listed in Schedule B of the title commitment.

Observations: The following observations, while not addressed in the SSID Manual, are items that were noticed during the completeness review and are either required by the Zoning and Development Code, the TEDS Manual, the SWMM Manual or notations of the general meeting. These are noted for your consideration at this time and are not required to be addressed in order for an application to be considered complete. However, correction of these issues will avoid future comments during the review process and should avoid delays in processing of the application once accepted:

1. Legal description must identify the property as being in Mesa County, State of Colorado.

NOTE: This list is not all inclusive. Plans and documents should be reviewed for compliance with the Zoning and Development Code, the SSID Manual, the TEDS Manual and the SWMM Manual by your consultant prior to the application being resubmitted. Formal written responses to these incompleteness items are not necessary, just correction or addition of the items identified above on/in the resubmitted application.

Please: Include this notice on the top of your packets when resubmitting the application.

You can have an early determination of process completeness by submitting the review packets for the Community Development, City Real Estate Manager, City Attorney and the Development Engineer review packets prior to running full copies. By submitting the packets early it reduces the risk of having to make major changes to all the submittal packets prior to acceptance.

Pat Cecil
Development Services Supervisor
Community Development Department
City of Grand Junction
970.244.1439
patc@gjcity.org

*John Lawrence
523-5555*

APPLICATION COMPLETENESS REVIEW

Use "N/A" for items which are not applicable

Date: 1/5/06

Project Name: _____ (if applicable)

Project Location: 784 Valley Ct (address or cross-streets)

Check-In Staff Community Development: PC initials of check-in
Development Engineer: _____ staff members

APPLICATION TYPE(S): ~~SR~~ CDP
(e.g. Site Plan Review)

FEE PAID: Application: 1600 BALANCE DUE:
Acreage: _____ Yes amount \$ _____
Public Works: _____ No

COMPLETENESS REVIEW:
Originals of all forms received w/signatures? Yes No, list missing items below

- _____
- _____
- _____

Missing drawings, reports, other materials: No Yes, list missing items below
Note: use SSID checklist

- _____
- _____
- _____

Incomplete drawings, reports, other materials? No Yes, list missing items below
Note: Attach SSID checklist(s) w/incomplete information identified

- _____
- _____
- _____

Professional stamp/seal missing from drawings/reports?

No

Yes, list missing items below

- _____
- _____
- _____

Other: Please list below

PROJECT ASSIGNMENT AND PROCESSING

Project Manager:

Scott

Special Processing Instructions:

City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction CO 81501

Telephone: (970) 244-1430
Fax: (970) 256-4031
Email: CommDev@ci.grandjct.co.us



Review Agency Comment Sheet

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 12.19.2005 To Review Agency: Comm. Development.
File No: CDP-2006-006 Staff Planner: Scott Peterson
(To be filled in by City Staff) *(To be filled in by City Staff)*
Project Name: Monument View Park.
Location: 784 Valley Court
A development review meeting has been scheduled for the following date: 2/7/06
(To be filled in by City Staff)

COMMENTS *(For Review Agency Use)*

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If your review agency does not comment, additional review information will not be provided. (Please attach additional sheets if needed.)

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the Community Development Department no later than

2/7/06
(To be filled in by City Staff)

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By

Date

Email Address

Telephone

Revised August 2002

APPLETON

Planner's Name: SCOTT O. PETERSON **SUBMITTAL CHECKLIST** Date: 12-13-05
CONDOMINIUM PLAT Expiration Date: 6 months from above date

Location: 784 VALLEY COVET Type of Use: BUILDING E

ITEMS	SSID Reference	DISTRIBUTION																	15 Total required						
		City Community Development	City Development Engineer	City Utility Engineer	City Real Estate Manager	City Parks/Recreation	City Attorney	City Sanitation	City Fire Dept-Call from Fire Dept	City Police Department	City Downtown Dev. Authority	City Addressing	City Code Enforcement	County Planning	Building Department	Persigo WWT	Qwest	Water District		Water District UTE	Sewer District CITY	Drainage District GV	irrigation District	Urban Trails	Other
Date Received: <u>4/2/06</u>																									
Receipt #: <u>25249</u>																									
File #: <u>CDP-2006-006</u>																									
DESCRIPTION																									
Application Fee \$ <u>160-00+50</u>	VII-1	1																							
• Development Application Form*	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
• Submittal Checklist *	VII-4	1																							
• Review Agency Cover Sheet	VII-4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
• Location Map	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
• Names & Addresses* Fee \$ <u>50</u>	VII-4	1																							
• General Project Report	X-8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
• Vicinity Sketch	IX-34	1	1					1																	
• Site Plan	IX-31	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
• Composite Drawing	IX-8	1	1	1				1							1	1	1	1	1						
• Evidence of Title/Lease Agreement	VII-3	1			1		1																		
• Legal Description*	VII-3	1			1		1																		
• County Treasurer's Tax Certificate	VII-2	1					1																		
• Conveyances	VII-2	1	1		1		1																		
• Final Condominium Plat	VII-2	1	1	1	1		1		1		1	1													
• Covenants, Conditions & Restrictions/Condominium Declarations	VII-2	1	1				1																		
• Unit Owners, List of	na	1										1													
• Fire Flow Form*	XI-3	1	1					1																	

CURRENT WITHIN 90 DAYS

Notes: * An asterisk in the item description column indicates that a form is supplied by the City.

General Meeting Checklist / Pre-application Conference Checklist

Date: 12-18-05

Applicant: MONUMENT VIEW LLC Phone: JOHN LAWRENCE 523-5005 Tax Parcel #: 2697-361-03-019

Location 784 VALLEY COURT Proposal CONDO BUILDING E

Conference Attendance N/A

While all factors in a development proposal require careful thought, preparation and design, the following circled items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process. General Meetings and pre-application conference notes/standards are valid for only six months following the meeting/conference date shown above. Incomplete submittals will not be accepted. Submittals with insufficient information identified during the review process, which have not been addressed by the applicant will not be scheduled for a public hearing. Failure to meet any deadlines for the review process may result in the project not being scheduled for hearing or being pulled from the agenda. Any changes to the approved plan will require re-review and approval prior to those changes being accepted.

Zoning & Land Use

Planner's Notes

- a. Zoning: I-1, LIGHT INDUSTRIAL
b. Growth Plan Land Use Designation: COMMERCIAL / INDUSTRIAL
c. Growth Plan (Goals & Policies) Applicability:
d. Corridor Guidelines or other Plan applicability:
e. Land Use Compatibility:

Off-site Impacts

- a. access/right-of-way required
b. traffic impact
c. street improvements
d. drainage/stormwater management
e. availability of utilities

Site Development

- a. bulk requirements CONDO PLAT - ALL INTERIOR WALLS MUST BE RATED TO BE A MINIMUM OF 1-HOUR FIRE WALL
b. access, traffic circulation
c. parking (off-street: handicap, bicycle, lighting)
d. landscaping (street frontages, parking areas)
e. screening & buffering

Misc.

- a. revocable permit
b. State Highway Access Permit
c. floodplain, wetlands
d. proximity to airport (clear or critical zone)
e. geologic hazard, soils

Other

- a. related files SPR-2004-017 AND COP-2005-253
b. other concerns

Fees

- a. application fee: \$160.00 + \$50.00 (MAILING LABELS)
Fee is due at the time of submittal. Make check payable to the City of Grand Junction
b. Transportation Capacity Payment (TCP):
c. Drainage fee:
d. Parks & Open Space Fee:
e. School Impact Fee:
f. Recording Fee:
g. Plant Investment Fee (PIF) (Sewer Impact):

Processing Requirements

- a. Reference Documents - ZDC, SSID
b. Submittal Requirements
c. Review Process ADMINISTRATIVE

PLEASE RETURN A COPY OF THIS FORM IN THE COMMUNITY DEVELOPMENT DEPT REVIEW PACKET

PRE-2006-002

589 25 ½ Road

Rick Dorris

January 13, 2006

ROUND ONE

GENERAL

1. There isn't much description to go along with the plan.
2. Is this a public or private street? The street is assumed to be private due to the cross section. If so, the applicant will need to show in writing how the street meets the private street criteria in chapter 13 of TEDS. Also, a private street must go to City Council for approval. If this is supposed to be an "alternative" public street, the applicant will need to make the case for it according to chapter 15 of TEDS.
3. The cul de sac doesn't meet the TEDS standards. See chapter 5 and use the large cul de sac since it is longer than 150'. If it is private, one of the other turnarounds in chapter 5 can be used. If public, it must be a standard cul de sac.
4. The sanitary sewer is over 2' out of the ground not counting services. Are you sure it is best to fill this site for sewer service? The finished floor will have to be at least 4' above the existing ground which makes the site almost 9' above the street on the mobile home park. A private lift station is not an option. When it fails, and it will, the homeowners will want the City to accept it and this is a very expensive proposition for the City. Individual pump stations won't work here either for much the same reason.
5. Suggest working with the mobile home park to obtain an easement to access their sewer. This easement would have to be dedicated to the City and may also pose problems since it appears there are structures on top of the sewer line.
6. If gravity sanitary sewer is the chosen route, see the City's redline for a much more efficient sanitary sewer design.
7. Show the proposed site grading at the preliminary submittal since it is a significant change over existing. It appears there may be extensive retaining wall needed.
8. I assume the area outside the footprint will be owned by the HOA. If so, the sanitary sewer must be in an easement dedicated to the City. An agreement will have to be recorded limiting ground cover in the easement to concrete, asphalt, grass, or rock; no trees or bushes.
9. How will the detention basin be discharged to 25 ½ Road? It appears a pump will be required. If the pond is above the surrounding street in the mobile home park, special design considerations are necessary to ensure the pond doesn't leak or fail.
10. The pond discharge line is shown going to an existing storm sewer in 25 ½ Road. It didn't appear to me in the field that there is storm sewer present this far north;

however, I didn't check the as-builts for the 25 ½ Road project. See the public works dept. upstairs for the as-builts on the 25 ½ Road project.

11. Show the Pamona School entrances. They don't meet TEDS spacing requirements with this street. A TEDS exception will be required.
12. Complete the curb return on the north side of the proposed street. However, it appears there is a mobile home in the way here. The mobile home/fence may also be causing a sight distance problem.
13. Show the mobile home on the north side of the proposed street just west of 25 ½ Road.
14. Remove the existing driveway cuts on 25 ½ Road and install new curb, gutter, and sidewalk.
15. Both State and City Stormwater permits will be required.
16. Dedicate a 14' multi-purpose easement along 25 ½ Road.

Review Agency Comment Sheet

(Petitioner: Please fill in blanks in this section only unless otherwise indicated)

Date: 1/6/06 To Review Agency: Community Development Engineer

File No: PRE-2006-002 Staff Planner: Scott Peterson
(To be filled in by City Staff)

Project Name: Pomona Commons Residential Condos

Location: 589 25½ Road

A development review meeting has been scheduled for the following date: 1/17/06
(To be filled in by City Staff)

COMMENTS

(For Review Agency Use)

Outside Review Agencies: Please email comments to: CommDev@gjcity.org, FAX comments to (970) 256-4031 or mail written comments to the above address. **NOTE:** If your review agency does not comment, additional review information will not be provided. (Please attach additional sheets if needed.)

Pre-App Meeting is 1/23//06 2:00 PM

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the Community Development Department no later than

1/16/06

(To be filled in by City Staff)

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By

Date

Email Address

Telephone

Pre-Application Conference Information

Please read the "*What is a Pre-Application Conference?*" brochure and the instructions below prior to completing this form. The brochure may be obtained at the City Community Development Department service counter at 250 North 5th Street or by calling (970) 244-1430.

Purpose

The information provided on this form, and the required site or subdivision sketch plan submitted with the application, will be reviewed by City staff to determine:

- the approvals necessary to construct your project;
- the material(s) necessary to submit a complete development application;
- whether the type of project you're proposing is consistent with adopted City codes, standards and policies; and
- an estimate of time and schedule to complete the development review process.

Required Information

This form must be completed and 10 copies of the form and applicable information submitted to the Community Development Department with the required site or subdivision sketch plan at **least 10 working days prior to a scheduled Pre-Application Conference**. All information, other than that provided by the City, is required in order to properly assess your proposal.

Optional Information

By providing some or all of the optional information, City staff will be able to provide a more detailed critique of your proposed design. This can be helpful in designing for, or accommodating, the more challenging or uncertain aspects of your project, such as traffic circulation, stormwater drainage, utilities, landscaping, *etc.*

City Response

At the Pre-Application Conference meeting, City staff will discuss the project with you to ensure that all those involved in the meeting have a good understanding of your goals and objectives. At the conference, City staff will provide written responses and commitments based upon the information submitted, to assist you with the preparation of your development application. If new issues are raised at the conference that are not reflected on this form, City staff will provide written comments and direction on the new issues within five working days of the Pre-Application Conference.

TO BE FILLED OUT BY THE CITY:

Pre-Application Conference date: _____

Date form was returned to City: _____

Person receiving the form: _____

I. Applicant Information

- 1. Project Name: Pomona Commons
- 2. Project Address: 589 25 1/2 Road, Grand Junction, CO 81505
- 3. Project Tax #: 2945-102-00-153
- 4. Applicant's Name: Jurenda Homes LLC
- 5. Applicant's Address: P.O. Box 2935, Grand Junction, CO 81502

- 6. Applicant's Phone Number: 970-242-6185
FAX Number: 970-254-1499
Email Address: davisji@bresnan.net

- 7. Lead Representative Name (Person and Firm): Same as above

- 8. Primary service provided by the Representative: Same as above

- 9. Representative's Address: Same as above

- 10. Representative's Phone Number: Same as above
FAX Number: Same as above
Email Address: Same as above

- 11. Other representative's and services provided (persons and firm names):
Rhino Engineering will provide the civil engineering
Western Colorado Testing will provide the soil testing and analysis

12. Names and professions/expertise of any additional individuals attending the Pre-Application Conference:

II. Project Narrative

1. On separate sheets, please provide a project narrative, which includes the following information:

- A. A general description of the project (type and use and size/Density) and the basic objectives you wish to accomplish (e.g., business establishment, relocation or expansion of a certain size, creation of a certain number of residential lots or expansion of a certain size; creation of a certain number of residential lots or commercial spaces aimed at a particular segment of the market; etc).
- B. A general description of development phasing, if any.
- C. A general description of the site, identifying its location, know or suspected environmental conditions (soils, wetlands, surface waters, topography, etc.), existing and/or proposed access points, location of outfalls, existing uses and /or structures on the site. In addition an explanation of how stormwater will be managed and any known constraints to development of the site should be identified.
- D. Please provide your anticipated dates for the following that are applicable to your project:
 - Application submittal (intended or expected);
 - Property closing;
 - Expiration of any financial commitments;
 - Construction initiation;
 - Opening date/date of first Certificate of Occupancy; and
 - Any other deadline that may be affected by the processing of the proposed application.
- E. Please provide any other information that the City should be aware of concerning your proposed project, site, deadlines, etc.

Project Narrative

- A. The project being developed by Jurenda Homes LLC calls for 15 Residential Condominium Units, ranging in size from 1,500 sq ft units to 1,700 sq. ft. units. The project will have .45 acres/23.44% covered by buildings, .27 acres/14.06%, covered by paving, and 1.20 acres/62.50% of the lot will be covered by mature trees, landscaping and open space. The objective of this project is to build these units in accordance with the RMF-8 zoning guidelines.
- B. There shall be no development phasing. Construction for all units will be done at the same time.
- C. The site is located at 589 25 ½ Road, Grand Junction, CO 81505. The property is approximately 1.92 acres and lies in a transition area between commercial and single family housing and also falls in the infill/redevelopment boundary line as defined by the city. All existing structures have been demolished. The site has a mobile home park on three sides and an elementary school and park facilities are on the fourth side. A Geotechnical Investigation was completed on May 12, 2005 by Western Colorado Testing Inc.; no adverse soil conditions were noted in their investigation and the soils appear to be compatible with the structures planned for the project. In addition, Rhino Engineering is performing a Transaction Screen Process to determine any potential environmental concerns, none are anticipated. Further, the following will be included with the preliminary submittal: a completed storm water management plan, the transaction screen process and a finished landscaping plan.
- D. There are no anticipated dates.
- E. N/A

III. **Land Use and Zoning.**

Upon request and with a property tax identification number, the City can provide, within 48 hours, the information in the shaded areas. This information can be obtained at the Community Development Department or by calling (970) 244-1430. The applicant shall provide all other information.

1. REQUIRED INFORMATION	Existing	Proposed
A. Zoning	RMF-8	RMF-8
B. Land Use Classification		Transitional
C. Actual Use (e.g., retail, single family)	Land	Condominiums
D. Applicable Overlay Districts	N/A	N/A
E. Area Plans	N/A	N/A
F. Corridor Plans		Property is in the Infill Boundary Plan
G. Floodplains	N/A	N/A
H. Wetlands	N/A	N/A
I. Airport Environs	N/A	N/A
J. Wildfire Hazard Area	N/A	N/A
K. Geologic Hazard Area	N/A	N/A
L. Ridgeline Protection Area	N/A	N/A
M. Hillside Development Area	N/A	N/A
N. Former Ridges Metro District	N/A	N/A
O. Approved Planned Development	N/A	N/A
P. Adjoining Zoning		
North	PD	PD
South	PD	PD
East	CSR	CSR
West	PD	PD
Q. Adjoining Land Use Classifications		
North	Mobile Home Park	Mobile Home Park
South	Mobile Home Park	Mobile Home Park
East	Elementary School	Elementary School
West	Mobile Home Park	Mobile Home Park
R. Adjoining Actual Uses		
North	Mobile Home Park	Mobile Home Park
South	Mobile Home Park	Mobile Home Park
East	Elementary School	Elementary School
West	Mobile Home Park	Mobile Home Park

IV. Site Design.

For the construction of building or structures on a single site, the following information must be provided in addition to a Site Plan Sketch.

If your application is the creation of a subdivision for the future development of individual lots, then please skip this section and complete section "V. Subdivision Design." Requirements for the site plan sketch are attached to this form.

1. REQUIRED INFORMATION	Existing	Proposed
A. Number of structures	0	4
B. Approximate total gross floor area	0	24,700 sq.ft.
1. Residential	N/A	100%
2. Retail	N/A	N/A
3. Office	N/A	N/A
4. Wholesale	N/A	N/A
5. Industrial	N/A	N/A
6. Other	N/A	N/A
C. Approx. Floor Area Ratio (gross sq. ft divided by sq. ft. of lot)	0	30%
D. Maximum Building Height	0	36 ft.

2. OPTIONAL INFORMATION	Existing	Proposed
A. Minimum Setbacks		
Front		20'/25'
Sides		5'/3'
Rear		10'/5'
B. Lot coverage by building (area and %)		.45 acres/23.44%
C. Lot coverage by paving area		.27 acres/14.06%
D. Lot coverage by landscaping (area and %)		1.20 acres/62.5%
E. Proposed methods of screening of adjoining uses.		6 ft Privacy Fence
F. Building orientation/location of entries.		See Site Plan
G. Planned development default zone.	N/A	N/A
H. Variations from default zone.	N/A	N/A
I. Hours of operation.	N/A	N/A
J. Number of employees.	N/A	N/A
K. Other measurements of project intensity (restaurant seats, hospital beds, hotel rooms, classroom/auditorium seats, etc.	N/A	N/A
L. Distribution of signage among tenants.	N/A	N/A

2. OPTIONAL INFORMATION, continued	Existing	Proposed
M. Type of construction (e.g., wood or steel frame, masonry, etc.)	None	Wood and Concrete
N. Proposed method of managing stormwater.	None	Completed Storm Water Management Plan and will be submitted with Preliminary Plan

V. Subdivision Design.

For projects that involve the creation of a subdivision, the following information must be provided in addition to a subdivision sketch. Requirements for the subdivision sketch are attached to this form or may be obtained by contacting the Community Development Department.

1. REQUIRED INFORMATION	Existing	Proposed
A. Number of lots		
B. Average lot size		
C. Type(s) of units (e.g., single family attached or detached, duplex)		
D. Gross Density		

2. OPTIONAL INFORMATION	Existing	Proposed
A. Maximum lot size (sq. ft./acres)		
B. Minimum lot size (sq. ft./acres)		
C. Average lot dimensions		
D. Minimum lot width		
E. Number of flag lots		
F. Type of perimeter enclosure		
G. Open space: passive vs. active (area and %)		
H. Streets and Rights-of-Way (area and %)		
I. Homeowners Association for maintenance of common areas		

VI. Utilities.

1. Please provide the information requested below that is applicable to your project. A list of utility providers and contact persons are attached on a separate sheet.

Utility	Nearest Location	Utility Provider (Company, District, etc.)
Telephone	See Site Plan	Qwest Communications
Cable TV	See Site Plan	Bresnan Communications
Electricity	See Site Plan	Xcel Energy
Natural Gas	See Site Plan	Xcel Energy
Domestic Water	See Site Plan	City of Grand Junction
Fire Hydrants	See Site Plan	City of Grand Junction
Drainage District	See Site Plan	Grand Junction Drainage District
Sanitation District	See Site Plan	City of Grand Junction
Irrigation Drain	See Site Plan	On the property
Storm Sewer	See Site Plan	City of Grand Junction

2. List any utilities that are not currently available or extended to the property.

N/A All utilities are available or on the property

3. For those utilities listed in # 2, describe any arrangements that have been, or will be made to extend utilities to the property.

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do hereby petition this:

Petition for (check all appropriate boxes):

- | | | |
|--|---|--|
| <input type="checkbox"/> Subdivision Plat/Plan - Simple | <input type="checkbox"/> Site Plan Review - Major | <input type="checkbox"/> Concept Plan |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Preliminary | <input type="checkbox"/> Site Plan Review - Minor | <input type="checkbox"/> Minor Change |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Final | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Change of Use |
| <input type="checkbox"/> Planned Development - ODP | <input type="checkbox"/> Vacation, Right-of-Way | <input type="checkbox"/> Revocable Permit |
| <input type="checkbox"/> Planned Development - Preliminary | <input type="checkbox"/> Vacation, Easement | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Planned Development - Final | <input type="checkbox"/> Extension of Time | <input checked="" type="checkbox"/> Condominium Plat |
| <input type="checkbox"/> Annexation/Zone of Annexation | <input type="checkbox"/> Rezone | <input type="checkbox"/> Growth Plan Amendment |

From: _____ To: _____ From: _____ To: _____ From: _____ To: _____

Site Location: 784 Valley Court

Site Tax No.(s): 2697-361-03-019. Site Acreage/Square footage: +/- 2.42 Acres Site Zoning: I-1

Project Description: See Project Report

FOR PAYMENT, PLEASE CHECK RESPONSIBLE PARTY:

<u>Monument View LLC</u> <input type="checkbox"/> Property Owner Name	<u>Monument View LLC</u> <input type="checkbox"/> Developer Name	<u>Grace Homes</u> <input checked="" type="checkbox"/> Representative Name
<u>8061 Castle Pines Ave</u> Address	<u>8061 Castle Pines Ave</u> Address	<u>786 Valley Court</u> Address
<u>Las Vegas NV 89113</u> City/State/Zip	<u>Las Vegas NV 89113</u> City/State/Zip	<u>CJ/CO/81505</u> City/State/Zip
<u>702 873-9404</u> Business Phone No.	<u>702 873 9404</u> Business Phone No.	<u>523 5555</u> Business Phone No.
<u>N/A</u> E-Mail	<u>n/a</u> E-Mail	<u>523-0103</u> E-Mail
<u>702 873 3374</u> Fax Number	<u>702-873-3374</u> Fax Number	<u>523-0103</u> Fax Number
<u>Art Pastel</u> Contact Person	<u>Art Pastel</u> Contact Person	<u>John Lawrence</u> Contact Person
<u>702 873-9404</u> Contact Phone No.	<u>702 873 9404</u> Contact Phone No.	<u>523-5555</u> Contact Phone No.

Note Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda.

[Signature] Signature of Person Completing Application Date: 12/15/05

[Signature] Required Signature of Legal Property Owner(s) - attach additional sheets if necessary Date: 12/22/05

**City of Grand Junction
Fire Department
New Development Fire Flow**

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.¹ Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City or County Planning Department.²

SECTION A

Date: MARCH 30, 2004
 Project Name: MONUMENT VIEW PARK
 Project street address: 784 VALLEY COURT
 Assessor's Tax Parcel Number: 2687-341-03-019
 Property Owner name: DARTER LLC
 City's project file #: SPR-2004-017
 Name of Water Purveyor: UTE WATER

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area¹ for each one or two family dwelling will be _____ square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.
 Comments: NA

2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements: 5 BLDGS (6,264 sq. ft., 5,800 sq. ft., 5,800 sq. ft., 3,000 sq. ft., 3,750 sq. ft.)
ALL BLDGS TO BE PRE-ENGINEERED METAL BLDGS; TYPE S-N EACH
 - b. List each building that will be provided with an approved fire sprinkler system: _____

3. List the minimum fire flow required for this project (based on Appendix B and C): _____

Comments: _____

Note: Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m at 20 p.s.i. residual pressure must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Note for the Applicant/Project engineer: Refer to Appendix B and C, IFC 2000, to determine the minimum fire flow required for this project, based on the Water Purveyor's information (i.e., location, looping and size of water lines; water pressure at the site, etc.) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

[End of Section A]

¹ Fire area is defined on page 357 of the IFC.
 sm/bams/fireflow/am3modified
 3/21/01

Post-It® Fax Note	7671	Date	12-20	# of pages	1
To	John C.		From		
Co./Dept.	GRACE		Co.		
Phone #			Phone #		
Fax #	523-0103		Fax #		

Look Up: **Grap** **Calculat** **Refres** 

Pressure Hydrant: Entered By:

Testing Info	
By:	<input type="text" value="CEM"/>
Date:	<input type="text" value="04/01/2004"/>
Time:	<input type="text" value="9:00 AM"/>

Pressure PSI	
Static:	<input type="text" value="95"/>
Residual:	<input type="text" value="76"/>

NFPA
AA

Comments:

Total GPM: Predicted Flow @ Gals Used:

Flow Hydrant	Pitot	Flow Device	Duration	Comment	GPM
369	30	A	4	764 VALLEY CT	924

Legal Description

LOT 12B OF REPLAT LOT 12 VALLEY WEST FILING NO 3 SEC36 1N 2W
MESA COUNTY STATE OF COLORADO

**City of Grand Junction
Fire Department
New Development Fire Flow.**

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.¹ Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City or County Planning Department.²

SECTION A

Date: MARCH 30, 2004
 Project Name: MONUMENT VIEW PARK
 Project street address: 784 VALLEY COURT
 Assessor's Tax Parcel Number: 287-34-03-019
 Property Owner name: DARTER LLC
 City's project file #: SPR-2004-017
 Name of Water Purveyor: LITE WATER

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area¹ for each one or two family dwelling will be _____ square feet.
 - b. All dwelling units will , will not include an approved automatic sprinkler system.
 Comments: NA

2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements: 5 BLDGS. (6,264 sq. ft., 5,800 sq. ft., 5,800 sq. ft., 3,000 sq. ft., 3,750 sq. ft.)
ALL BLDGS TO BE PRE-FABRICATED METAL BLDGS; TYPE S-N EACH
 - b. List each building that will be provided with an approved fire sprinkler system: _____

3. List the minimum fire flow required for this project (based on Appendix B and C): _____

Comments: _____

Note: Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m at 20 p.s.i. residual pressure must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Note for the Applicant/Project engineer: Refer to Appendix B and C, IFC 2000, to determine the minimum fire flow required for this project, based on the Water Purveyor's information (i.e., location, looping and size of water lines; water pressure at the site, etc.) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

[End of Section A.]

¹ Fire area is defined on page 357 of the IFC.
 sm/forms/fireflowform3modified
 3/21/01

Post-It® Fax Note	7671	Date	12-20	# of pages	1
To	John L.		From		
Co./Dept.	GRACE		Co.		
Phone #			Phone #		
Fax #	923-0103		Fax #		

Look Up: 375

Grap

Calculat

Refres



Pressure Hydrant: 375

Entered By: CEM

Testing Info	
By:	CEM
Date:	04/01/2004
Time:	9:00 AM

Pressure PSI	
Static:	95
Residual:	76

NFPA
AA

Comments: 760 VALLEY CT

Total GPM: 924 Predicted Flow @ 20: 1,939 Gals Used: 3,695

Flow Hydrant	Pitot	Flow Device	Duration	Comment	GPM
369	30	A	4	764 VALLEY CT	924

Counter General Meeting – 589 25 1/2 Road–Notes by Rick Dorris, Dev. Engr.

12 unit to the acre development

Revised July 28, 2005

Planner: Lori Bowers
Engineer: Rick Dorris, 256-4034
Applicant: Terry Lorentzen

Water: In 25 1/2 Road. Need fire flow form.
Sewer: In 25 1/2 Road
Drainage: detain and release at historic
Flood plain: No
Wetlands: no
Access: see below.
Site circulation: TBD
TCP: New TCP rates apply
CDOT permit: No
Street class: 25 1/2 road = Major Collector
Street improvements: none on 25 1/2 Road
Construction Activity Permit: Required at final
Underground Power Utilities: Install all on-site overhead utilities underground.

Date	7-28-05	# of pages	1
Post-it® Fax Note	7671	From	RICK D
To	JANEL CARTER	Co.	
Co./Dept.	PHINO	Phone #	256-4034
Phone #		Fax #	256-7992
Fax #			

Streets and Circulation:

- One access will be allowed onto 25 1/2 Road and it must meet the TEDS manual spacing requirements. The others must be closed by removing the entrance and replacing with new Curb, gutter, and sidewalk.
- Due to the nature of the surrounding development, this site does not have to construct street stubs to the mobile home park nor grant ingress/egress easements to them.

Sanitary Sewer:

- The applicant needs to research the sanitary sewer possibilities. Sewer exists in 25 1/2 Road and also in the MHP.

City of Grand Junction GIS Sewer Map ©



SCALE 1 : 1,200



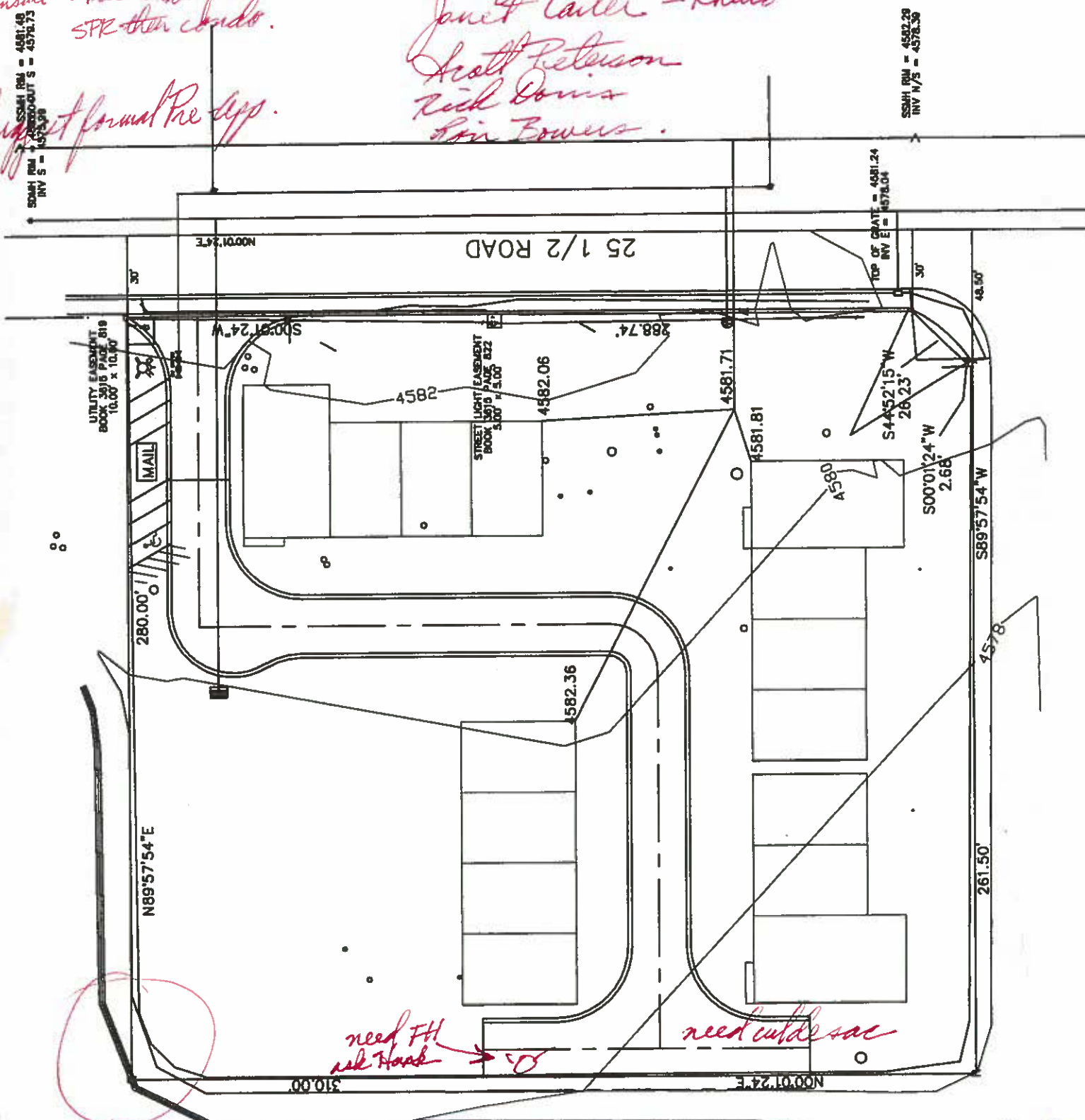
12-15-05

attn. st. studs.

Unsure -> Prelim then final on
SPK then condo.

Suggest formal Pre app.

Melinda Sebald.
Jenny Lorentzen
Janet Carter - Rhine
Scott Peterson
Rick Davis
Siri Bowers.



need FH
ask Hawk

need culde sac

Individual Sewer taps? YES. Sewer in street or
treat, no trees.
-> MTH Park street on their property. Can an easement
work.

General Meeting Notes - 589 25 ½ Rd.

APN:

Date December 28, 2005 Application Type: Major Site Plan
Engineer: Kent M.
Planner: Scott P.
Applicant: Janet Carter
Site Overview: Single family residence on large lot
Water: 4" & 8" dia. Ute water lines in 25 ½ Rd.
Sewer: San. sewer lines of unknown size in 25 ½ Rd. & mobile home park
Drainage: Provide on-site detention / retention
Flood plain: No
Wetlands: Contact the Army Corps for determination if in question.
Access: Per Chapter 4, T.E.D.S.
Site circulation: Per Chapter 4, T.E.D.S.
TCP Fee: TCP Fee will apply at the rate of \$1,039 / dwelling
CDOT permit: No
Street class: 25 ½ Rd. is considered a Major Collector roadway
Street improvements: Pay TCP Fee in lieu of street improvements
Utility Undergrounding: Pay the City \$25 per foot for utility undergrounding adjacent to prop.
Other: --

Streets/Traffic notes:

- 1) Only one access will be allowed to the property per TEDS standards. All other existing driveways must be closed by removing the driveway cut and replacing with vertical curb, gutter and sidewalk.
- 2) Show the location and width of existing curb cuts on adjacent properties and properties on the opposite side of the street. Any new access proposed for this site shall meet spacing and offset requirements in TEDS, Chapter 4.
- 3) All on-site overhead utilities must be placed below ground.

Drainage notes:

- 4) Provide on-site retention or detention of post-developed stormwater.
- 5) A Construction Activity Permit issued by the State of Colorado is required on all grading sites larger than 1 acre. The City of Grand Junctions stormwater ordinance takes effect January 1, 2006.

Utility notes:

- 6) Pay the City of Grand Junction \$25 per foot for future undergrounding of overhead utilities adjacent to the property.
- 7) Contact Jodi Romero in the City of Grand Junctions Customer Service Department regarding (potential changes in) sewer plant investment fees.
- 8) A Fire flow form is required for hydrant nearest the project site. Contact Ute Water at 242-7491 for additional information.
- 9) A work in the right-of-way permit and inspections are required for all utility cuts, connections and work in the City right-of-way. Contact the City's Public Works Department at 244-1555 for more information.

Easements and Right-of-Way:

- 10) Ingress / egress easements will not be required to the trailer park west of the project
- 11) Dedicate a 14' wide Multi-Purpose easement adjacent to the 25 ½ Rd.

SP

AP
1/14/06

Community Development - Agency Review

From: "Bob Lee" <Bob.Lee@mesacounty.us>
To: <CommDev@ci.grandjct.co.us>
Date: 1/13/2006 11:20 AM
Subject: Agency Review

CDP-2006-006 Need Fire Walls as required for Condo units. No other comments

ANX/PP-2006-008 No comments

From: Rick Dorris
To: Janet Carter
Date: 12/20/2005 2:11:21 PM
Subject: 589 25 1/2 Road

Janet,

The sanitary sewer will need to be in the street or in a tract dedicated to the HOA. The only landscaping in tract can be gravel, rock, or grass (no shrubs or trees). A concrete path over it would also be okay. Each unit must have it's own service connected to the main. A single discharge line from each building, like you discussed the other day, won't work.

The encroachment from the Mobil Home Parks street can be handled by an easement. For example, this project would grant an easement to the mobile home park for their street.

Call if you have questions.

Thanks,

Rick Dorris
Development Engineer
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
voice 970-256-4034
fax 970-256-4031
email: rickdo@gjcity.org

CC: Scott Peterson



January 19, 2006

ACCEPTANCE LETTER

A submittal for Monument View Park (CDP-2006-006) was accepted for review on January 12, 2006.

If you have any questions regarding the status of this project review, please contact Scott Peterson, project planner, at 244-1447 or by email at scottp@gicity.org.

Review comments for the project will be available on 2/14/06 after 4:00 P.M., approximately 5 weeks from the application submittal date.

If this project requires a public hearing, a sign must be posted on the property a minimum of ten (10) days in advanced of the hearing. There will be a \$50.00 fee required at the time the sign is picked up from Community Development.

cc: CDP-2006-006

GRAND JUNCTION DRAINAGE DISTRICT

P.O. BOX 969 GRAND JUNCTION, CO 81502
(970) 242-4343 FAX (970) 242-4348

AP
1/24/06

Date: January 23, 2006
To: Grand Junction Community Development Department
Attention: Scott Peterson
From: John L. Ballagh, Manager
Subject: Monument View Park, 784 Valley Court
CDP - 2006 - 006

The site is in the Drainage District. The pumped discharge will find its way via street v-pans to the GJDD facility known as the OEST DRAIN along the northerly side of HWY 6 & 50. That smaller drain flows into the COPECO DRAIN, a facility that drains the area between the Appleton Drainage basin and the Hunter Wash drainage basin.

It appears that there will be a detention facility near Valley Court. It would seem reasonable to have a detention easement covering the facility. The declaration of building/land owner's responsibilities (**especially since this will be a condominium**) should clearly state the required participation of the condo association and/or individual lot owners for the detention site, the pump, the schedule of pumping, who will answer questions concerning the capacity of the detention site and so on.

Depending upon the activities that take place out of doors at the site and the cleanliness or lack thereof some pollutant removal system may be required.

Community Development - MONUMENT PARK CONDOMINIUM

From: "Jim Daugherty" <jdaugherty@utewater.org>
To: "COMMUNITY DEVELOPMENT" <CommDev@ci.grandjct.co.us>
Date: 1/23/2006 4:24 PM
Subject: MONUMENT PARK CONDOMINIUM
CC: "Steve Sharpe" <ssharp@zecknewhomes.com>

AP
1/24/06
SP

Ute Water Conservancy District

Date 1/23/06

Review Number	CDP-2006-006
Review Name	MONUMENT PARK CONDOMINIUM

➤ **COMMENT**

- Water line in drawing is not correct. Please revise drawing.
- Mechanical plans for site and facility are required for cross connection review. This set of mechanical drawings need to be left with Ute for future reference.
- Water meters or wet taps will not be sold until a cross connection review is done from the mechanical drawings.
- A cross connection review must be completed, and an agreement that proper cross-connection devices will be installed must occur prior to Ute Water's approval.
- **ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.**

If you have any questions concerning any of this, please feel free to contact Ute Water.

Edward Tolen
District Engineer, Ute Water

David Priske
Project Engineer, Ute Water

Jim Daugherty
New Services Coordinator, Ute Water

George Jachim
Cross Connection Supervisor, Ute Water

PHONE OFFICE 242-7491
FAX 242-9189

EMAIL jdaugherty@utewater.org

SP

Community Development - CDP-2006-006 Monument View Park

From: "Perry Rupp" <prupp@gvp.org>
To: <CommDev@ci.grandjct.co.us>
Date: 1/30/2006 9:50 AM
Subject: CDP-2006-006 Monument View Park

AP
1/31/06

COMMENTS

1. None at this time.

Thank you,



Perry Rupp
Service Planner
Grand Valley Power
2727 Grand Avenue
Grand Junction, Co. 81501
Phone: 970.242.0040 ext. 323

GRAND VALLEY IRRIGATION COMPANY
688 26 ROAD
GRAND JUNCTION, COLORADO 81506
970-242-2762

AP
1/31/06

January 30, 2006

Review Agency Comment Sheet
File No: CDP-2006-006
Project Name: Monument View Park
Location: 784 Valley Court

MANDATORY REQUIREMENTS:

1. All apparent and recorded easements and rights-of-way of the Grand Valley Irrigation Company (GVIC) must not be encroached upon or trespassed upon, into or under, 25 feet from water's edge on both sides of canal minimum. This includes to the top of slope of canal bank.
2. NO new irrigation delivery point from the GVIC canal delivery system.
3. NO access to or from the property via the GVIC canal and canal rights-of-way will be permitted or allowed.
4. NO blockage, interference or restricting (directly or indirectly) of GVIC ingress or egress to the GVIC canal and canal rights-of-way.

Reviewed By: Phil Bertrand
Date: 01/30/06
Telephone: 242-2762

GRAND JUNCTION DRAINAGE DISTRICT

P.O. BOX 969 GRAND JUNCTION, CO 81502
(970) 242-4343 FAX (970) 242-4348

AP
3/22/06

Date: March 21, 2006
To: Grand Junction Community Development Department
Attention: Scott Peterson
From: John L. Ballagh, Manager
Subject: Monument View Park, 784 Valley Court
CDP – 2006 – 006
Review of response to comments

The developer or his representative must have read the comments from the Drainage District it says that the comment was **NOTED**. It is not clear what **NOTED** means. Have changes been made to any documents or plans or plat?

The comment about who is responsible for the detention facility is a question that deserves an answer more than **NOTED**.

3.	PRE-2006-019	Jacobsen Subdivision Pre-Application for 100 single family lots on 37.6 acres in a RSF-4 (Residential Single Family-4 units/acre) zone district	26 Road & I-70	Pat Cecil
4.	RZ-2006-022	Van Gundy Salvage Yard Relocation 1) Rezone 5.1 acres from a C-2 (General Commercial) to an I-1 (Light Industrial) zone district; 2) vacation of the north/south Alley ROW South of 4th Avenue between 5th & 7th Streets; and 3) combine all of the lots into one parcel	South of 4 th Avenue between 5 th & 7 th Street	Kristen Ashbeck
5.	SS-2006-021	Case Subdivision Simple Subdivision to divide one 5.222 acre parcel into two uneven parcels with a remaining zone of RSF- 2 (Residential Single Family-2 units/acre)	2227 Redlands Parkway	Lori Bowers
6.	CDP-2006-006	Monument View Park Condo Plat - request to construct a 3,000 square foot office/warehouse building on 2.42 acres in an I-1 (Light Industrial) zone district	784 Valley Court	Scott Peterson
7.	FP-2006-009	Cloverglen Subdivision Final Plat for 29 lots on 6.9 acres in a RMF-5 (Residential Multi-Family- 5 units/acre) zone district	2938 F ½ Road	Senta Costello

2-7-06

MEMORANDUM

DATE: April 17, 2006
TO: Peter Krick, City Property Agent
FROM: Scott D. Peterson, Senior Planner
SUBJECT: Recording Certificate for Condo Plat – Monument Park
Condominium #2

Monument Park Condominium #2 (CDP-2006-006) is ready to be recorded at the Mesa County Courthouse and will need to have a recording certificate prepared. Please look over the attached mylar for any further revisions and anything that may have been overlooked during the original review. If satisfied, please prepare the recording certificate and return to me at your convenience.

Thank you.

Waiting for John to
Notarize

Community Development - review comments

From: "John B" <gjddmgr@earthlink.net>
To: "CommDev" <CommDev@gjcity.org>
Date: 4/16/2006 11:39 AM
Subject: review comments

HP
4/16/06
SP

Concerning Monument View Park, the District chooses to ask no more questions.

Concerning Sanitary Supply Corp. SPR 2006-032 all of the District's questions appear to have been appropriately answered. Thank you.

There are five other responses attached.
John B
gjddmgr@earthlink.net

REVIEW COMMENTS

Page 1 of 4
February 15, 2006

FILE # CDP-2006-006 TITLE HEADING: Monument View Park

LOCATION: 784 Valley Court

PETITIONER: Art Pastel - Monument View LLC

PETITIONER'S ADDRESS/TELEPHONE: 8061 Castle Pines Avenue
Las Vegas, NV 89113
702-873-9404

PETITIONER'S REPRESENTATIVE: John Lawrence – Grace Homes
523-5555

STAFF REPRESENTATIVE: Scott Peterson

NOTE: The Petitioner Is Required To SUBMIT And LABEL A Response To Comment For Each Agency Or Individual Who Has Requested Additional Information Or Revised Plans, Including The City, On Or Before 5:00 P.M., May 15, 2006.

CITY COMMUNITY DEVELOPMENT

2/14/06

Scott Peterson

244-1447

1. A revised Title Report indicating the new property owner to be Monument Park Condominium Inc., will be required prior to recording of new Condo Plat. Statement of Authority on who can legally sign on behalf of the Association will also be required.
2. Condo Plat (Sheet 1):
 - Change name of plat to be "Condominium Map of Monument Park Condominium No. 2." Revise name in Certification and City Approval Blocks also, etc.
 - Delete the word "supplemental" on all sheets.
 - Change Certification Block to the correct property owner (See comment #1).
3. Condo Plat (Sheet 2):
 - Label and identify the three (3) units from the first Condo Plat.
4. Revise Condo Dec's for compliance with proposed changes from previous Condominium Plat.

CITY DEVELOPMENT ENGINEER

1/16/06

Kent Marsh

244-1451

No comments, TCP fee collected at time of site plan review.

CITY ADDRESSING

1/26/06

Gayleen Henderson

256-4008

The address will remain the same it will be up to the owner to assign either unit numbers or letters.

REVIEW COMMENTS / CDP-2006-006 / PAGE 2 of 4

CODE ENFORCEMENT

2/3/06

Nina McNally

256-4103

Informational comments of parent project and subsequent CDP apply to this project.

CITY FIRE DEPARTMENT

1/20/06

Chuck Mathis

244-1473

No objection

CITY SURVEYOR

1/31/06

Peter Krick

256-4003

REVIEW COMMENTS:

It is strongly suggested that the surveyor contact the clients attorney regarding this replat. There will be subsequent replats of the remaining units and all of the issues should be discussed at this time.

Sheet 1 of 3

1. Revise all dates to the current year of 2006.
2. The first note within the CONDOMINIUM NOTES should read: "Except for the Units, everything within the condominium boundary will be classified as a General Common Element". This note should replace the notes on Sheets 2 and 3.
3. It is suggested that the name of this plat be revised to: Monument Park Condominium Map No. 2. There will be additional replats in the future for other buildings that will become part of the condominium.
4. The Ownership is incorrect; the ownership is now the Association. They will be required to sign the plat.
5. The Description is incorrect; the correct description is: A replat of Monument Park Condominium recorded in Book 4079, Pages 409-411.
6. An updated Title Commitment will be required at the time of recordation of this condominium.

Sheet 2 of 3

1. The underground utility easement that was recorded in Book 4050, page 643 was released by Grand Valley Power and a replacement easement was supposed to be recorded. Verify this possible new easement.
2. It appears that the Unit Details from Sheet 3 of 3 of the Monument Park Condominium will need to be included in this condominium. This plat replats Units A1-A3. This may require an additional sheet or combining details on Sheet 3. This process will be repeated in the future for upcoming filings of the same site.

Sheet 3 of 3

No Comments

GRAND JUNCTION DRAINAGE DISTRICT

1/24/06

John Ballagh

242-4343

The site is in the Drainage District. The pumped discharge will find its way via street v-pans to the GJDD facility known as the OEST DRAIN along the northerly side of HWY 6 & 50. That smaller drain flows into the COPECO DRAIN, a facility that drains the area between the Appleton Drainage basin and the Hunter Wash drainage basin.

REVIEW COMMENTS / CDP-2006-006 / PAGE 3 of 4

It appears that there will be a detention facility near Valley Court. It would seem reasonable to have a detention easement covering the facility. The declaration of building/land owner's responsibilities (especially since this will be a condominium) should clearly state the required participation of the condo association and/or individual lot owners for the detention site, the pump, the schedule of pumping, who will answer questions concerning the capacity of the detention site and so on.

Depending upon the activities that take place out of doors at the site and the cleanliness or lack thereof some pollutant removal system may be required.

GRAND VALLEY IRRIGATION

1/31/06

Phil Bertrand

244-2276

MANDATORY REQUIREMENTS:

1. All apparent and recorded easements and rights-of-way of the Grand Valley Irrigation Company (GVIC) must not be encroached upon or trespassed upon, into or under, 25 feet from water's edge on both sides of canal minimum. This includes to the top of slope of canal bank.
2. NO new irrigation delivery point from the GVIC canal delivery system.
3. NO access to or from the property via the GVIC canal and canal rights-of-way will be permitted or allowed.
4. NO blockage, interference or restricting (directly or indirectly) of GVIC ingress or egress to the GVIC canal and canal rights-of-way.

GRAND VALLEY RURAL POWER

1/31/06

Perry Rupp

242-0040

COMMENTS

None at this time.

Thank you,

MESA COUNTY BUILDING DEPARTMENT

1/16/06

Bob Lee

244-1656

Need Fire Walls as required for Condo units. No other comments

UTE WATER

1/24/06

Jim Daugherty

242-7491

COMMENT

- Water line in drawing is not correct. Please revise drawing.
- Mechanical plans for site and facility are required for cross connection review. This set of mechanical drawings need to be left with Ute for future reference.
- Water meters or wet taps will not be sold until a cross connection review is done from the mechanical drawings.
- A cross connection review must be completed, and an agreement that proper cross-connection devices will be installed must occur prior to Ute Water's approval.
- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.

REVIEW COMMENTS / CDP-2006-006 / PAGE 4 of 4

If you have any questions concerning any of this, please feel free to contact Ute Water.

Comments not available as of 2/15/06:
Qwest Communications

Memorandum

DATE: March 15, 2006

TO: ~~Kent Marsh, Community Development Engineer~~
✓ Peter Krick, Surveyor
✓ John Ballagh, Grand Junction Drainage District
Phil Bertrand, Grand Valley Irrigation
Bob Lee, Mesa County Building Department
Jim Daugherty, Ute Water

FROM: Scott Peterson, Associate Planner

SUBJECT: Response to Comments – Monument View Park –
CDP-2006-006

Attached is the Response to Comments for this project. Please review and return any further comments you have to me by Monday, March 27th. If you have any questions please contact me at:
Phone #: 244-1447
Fax #: 256-4031
E-mail: scottp@gjcity.org

3-28-06

- CORRECT LEGAL TO ~~DE~~ MATCH TITLE REPORT.
- ADD "NOT PLATTED HEREON" FOR UNITS A1-A2-A3
- ~~SUGGEST MEETING WITH APP. / SURVEYOR~~

REVIEW COMMENTS

RECEIVED
MAR 15 2006
COMMUNITY DEVELOPMENT
DEPT.

Page 1 of 4
February 15, 2006

FILE # CDP-2006-006

TITLE HEADING: Monument View Park

LOCATION: 784 Valley Court

PETITIONER: Art Pastel - Monument View LLC

PETITIONER'S ADDRESS/TELEPHONE: 8061 Castle Pines Avenue
Las Vegas, NV 89113
702-873-9404

PETITIONER'S REPRESENTATIVE: John Lawrence – Grace Homes
523-5555

STAFF REPRESENTATIVE: Scott Peterson

RESPONSE TO COMMENTS ARE NOTED IN ITALICS AND BOLD.

CITY COMMUNITY DEVELOPMENT

2/14/06

Scott Peterson

244-1447

X. A revised Title Report indicating the new property owner to be Monument Park Condominium Inc.. will be required prior to recording of new Condo Plat. Statement of Authority on who can legally sign on behalf of the Association will also be required. **A NEW TITLE REPORT HAS BEEN INCLUDED WITH THIS SUBMITTAL. A STATEMENT OF AUTHORITY HAS ALSO BEEN INCLUDED WITH THIS SUBMITTAL.**

Z. Condo Plat (Sheet 1):

f Change name of plat to be "Condominium Map of Monument Park Condominium No. 2." Revise name in Certification and City Approval Blocks also, etc. **DONE**

f Delete the word "supplemental" on all sheets. **DONE**

f Change Certification Block to the correct property owner (See comment #1). **DONE**

B. Condo Plat (Sheet 2):

- Label and identify the three (3) units from the first Condo Plat. **DONE**

X. Revise Condo Dec's for compliance with proposed changes from previous Condominium Plat. **DONE**

CITY DEVELOPMENT ENGINEER

1/16/06

Kent Marsh

244-1451

No comments. TCP fee collected at time of site plan review. **NOTED**

CITY ADDRESSING

1/26/06

Gayleen Henderson

256-4008

The address will remain the same it will be up to the owner to assign either unit numbers or letters. **NOTED**

PAGE 2 of 4

CODE ENFORCEMENT

2/3/06

Nina McNally

256-4103

Informational comments of parent project and subsequent CDP apply to this project. **NOTED**

CITY FIRE DEPARTMENT

1/20/06

Chuck Mathis

244-1473

No objection **NOTED**

CITY SURVEYOR

1/31/06

Peter Krick

256-4003

REVIEW COMMENTS:

It is strongly suggested that the surveyor contact the clients attorney regarding this replat. There will be subsequent replats of the remaining units and all of the issues should be discussed at this time.

Sheet 1 of 3

1. Revise all dates to the current year of 2006. **NOTED**
2. The first note within the CONDOMINIUM NOTES should read: "Except for the Units, everything within the condominium boundary will be classified as a General Common Element". This note should replace the notes on Sheets 2 and 3. **NOTED**
3. It is suggested that the name of this plat be revised to: Monument Park Condominium Map No. 2. There will be additional replats in the future for other buildings that will become part of the condominium. **NOTED**
4. The Ownership is incorrect; the ownership is now the Association. They will be required to sign the plat. **NOTED**
5. The Description is incorrect; the correct description is: A replat of Monument Park Condominium recorded in Book 4079, Pages 409-411. **NOTED**
6. An updated Title Commitment will be required at the time of recordation of this condominium. **AN UPDATED TITLE COMMITMENT HAS BEEN INCLUDED IN THIS SUBMITTAL**

Sheet 2 of 3

1. The underground utility easement that was recorded in Book 4050, page 643 was released by Grand Valley Power and a replacement easement was supposed to be recorded. Verify this possible new easement. **THE RECORDED EASEMENT IS INCLUDED IN THE SUBMITTAL AND IS REFLECTED ON THE PLAT.**
2. It appears that the Unit Details from Sheet 3 of 3 of the Monument Park Condominium will need to be included in this condominium. This plat replats Units A1-A3. This may require an additional sheet or combining details on Sheet 3. This process will be repeated in the future for upcoming filings of the same site. **NOTED**

Sheet 3 of 3

No Comments. **NOTED**

GRAND JUNCTION DRAINAGE DISTRICT

1/24/06

John Ballagh

242-4343

The site is in the Drainage District. The pumped discharge will find its way via street v-pans to

the GJDD facility known as the OEST DRAIN along the northerly side of HWY 6 & 50. That smaller drain flows into the COPECO DRAIN, a facility that drains the area between the Appleton Drainage basin and the Hunter Wash drainage basin. **NOTED.**

REVIEW COMMENTS / CDP-2006-006 / PAGE 3 of 4

It appears that there will be a detention facility near Valley Court. It would seem reasonable to have a detention easement covering the facility. The declaration of building/land owner's responsibilities (especially since this will be a condominium) should clearly state the required participation of the condo association and/or individual lot owners for the detention site, the pump, the schedule of pumping, who will answer questions concerning the capacity of the detention site and so on.

Depending upon the activities that take place out of doors at the site and the cleanliness or lack thereof some pollutant removal system may be required. **NOTED**

GRAND VALLEY IRRIGATION

1/31/06

Phil Bertrand

244-2276

MANDATORY REQUIREMENTS:

1. All apparent and recorded easements and rights-of-way of the Grand Valley Irrigation Company (GVIC) must not be encroached upon or trespassed upon, into or under, 25 feet from water's edge on both sides of canal minimum. This includes to the top of slope of canal bank. **NOTED**
2. NO new irrigation delivery point from the GVIC canal delivery system. **NOTED**
3. NO access to or from the property via the GVIC canal and canal rights-of-way will be permitted or allowed. **NOTED**
4. NO blockage, interference or restricting (directly or indirectly) of GVIC ingress or egress to the GVIC canal and canal rights-of-way. **NOTED**

GRAND VALLEY RURAL POWER

1/31/06

Perry Rupp

242-0040

COMMENTS

None at this time. **NOTED**

Thank you,

MESA COUNTY BUILDING DEPARTMENT

1/16/06

Bob Lee

244-1656

Need Fire Walls as required for Condo units. No other comments. **FIRE WALLS HAVE BEEN INSTALLED AND WERE INSPECTED BY MESA COUNTY AND SIGNED OFF ON JANUARY 17, 2006.**

UTE WATER

1/24/06

Jim Daugherty

242-7491

COMMENT

- Water line in drawing is not correct. Please revise drawing. **THE CORRECT WATER LINE SHEET HAS BEEN INCLUDED IN THIS SUBMITTAL.**
- Mechanical plans for site and facility are required for cross connection review. This set of mechanical drawings need to be left with Ute for future reference. **THESE DRAWINGS HAVE BEEN DELIVERED DIRECTLY TO UTE WATER.**

- Water meters or wet taps will not be sold until a cross connection review is done from the mechanical drawings. **NOTED**
 - A cross connection review must be completed, and an agreement that proper cross-connection devices will be installed must occur prior to Ute Water's approval. **NOTED**
- REVIEW COMMENTS / CDP-2006-006 / PAGE 4 of 4**

- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.
NOTED

If you have any questions concerning any of this, please feel free to contact Ute Water.

Comments not available as of 2/15/06:
Qwest Communications

REVIEW COMMENTS / CDP-2006-006 / PAGE 2 of 2

The comment about who is responsible for the detention facility is a question that deserves an answer more than NOTED.

Memorandum

DATE: March 30, 2006

TO: Peter Krick, Surveyor
John Ballagh, Grand Junction Drainage District

FROM: Scott Peterson, Senior Planner

SUBJECT: Response to Comments – Monument View Park –
CDP-2006-006

Attached is the Response to Comments for this project. Please review and return any further comments you have to me by Monday, April 17th. If you have any questions please contact me at:

Phone #: 244-1447

Fax #: 256-4031

E-mail: scottp@gjcity.org

4-17-06

ELECT. VERSION
OF PVAT

RESPONSE TO REVIEW COMMENTS **RECEIVED**
2nd Round

Page 1 of 2
March 24, 2006

MAR 30 2006
COMMUNITY DEVELOPMENT
DEPT.

FILE # CDP-2006-006(2) TITLE HEADING: Monument View Park

LOCATION: 784 Valley Court

PETITIONER: Art Pastel - Monument View LLC

PETITIONER'S ADDRESS/TELEPHONE: 8061 Castle Pines Avenue
Las Vegas, NV 89113
702-873-9404

PETITIONER'S REPRESENTATIVE: John Lawrence – Grace Homes
523-5555

STAFF REPRESENTATIVE: Scott Peterson

RESPONSE TO COMMENTS ARE IN BOLD AND ITALICS.

NOTE: The Petitioner Is Required To SUBMIT And LABEL A Response To Comment For Each Agency Or Individual Who Has Requested Additional Information Or Revised Plans, Including The City, On Or Before 5:00 P.M., June 24, 2006.

CITY COMMUNITY DEVELOPMENT

3/24/06

Scott Peterson

244-1447

1. Suggest applicant and surveyor meet with City staff (Planning, Attorney, Real Estate) to discuss this plat and anticipated future filings for this condominium project. Please call to set-up time as a few issues remain before Filing No. 2 can be recorded. ***DONE***
2. First Amendment to Declaration document:
 - In the Declaration Block, #1, change Map 1 to "No. 2." ***DONE***
 - Page 3, add correct legal description. ***DONE***

CITY SURVEYOR

3/24/06

Peter Krick

256-4003

REVIEW COMMENTS:

At the suggestion of Scott Peterson, Project Manager for Community Development, a meeting will be scheduled with all involved parties and any additional comments will be discussed at that time. ***DONE***

GRAND JUNCTION DRAINAGE DISTRICT

3/22/06

John Ballagh

242-4343

The developer or his representative must have read the comments from the Drainage District it says that the comment was NOTED. It is not clear what NOTED means. Have changes been

made to any documents or plans or plat? ***NO EASEMENT HAS BEEN CREATED AS THE DETENTION FACILITY LIES WITHIN GENERAL COMMON ELEMENT CONTROLLED BY THE ASSOCIATION. MAINTAINENCE IS ADDRESSED IN THE DECLARATION.***

REVIEW COMMENTS / CDP-2006-006 / PAGE 2 of 2

The comment about who is responsible for the detention facility is a question that deserves an answer more than NOTED. ***THE MAINTAINENCE OF THE DETENTION FACILITY IS ADDRESSED IN THE ASSOCIATION DECLARATION.***

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

FILE NUMBER: 77788 AMENDED V
784 Valley Court, Grand Junction, CO 81505
Tax Parcel #(s): 2697-361-03-019

1. Effective date: March 06, 2006 at 8:00 AM

2. Policy or Policies to be issued:	Amount of Insurance
A. ALTA Owner's Policy Proposed Insured: TO BE DETERMINED	\$0.00
B. ALTA Loan Policy Proposed Insured: None	\$0.00
C. Not Applicable Proposed Insured: NONE	\$0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the above described estate or interest in said land is at the effective date hereof vested in:

Monument Park Condominium Association, Inc, a Colorado non-profit corporation

5. The land referred to in this Commitment is described as follows:

All of Monument Park Condominium as shown on the Condominium Map for Monument Park Condominium recorded January 20, 2006 at Reception No. 2297497; EXCEPTING THEREFROM Condominium Units A1, A2 and A3, all in Monument Park Condominium as shown on the Condominium Map for Monument Park Condominium recorded January 20, 2006 at Reception No. 2297497, Mesa County, Colorado.

~~GOOD FOR LEGAL INCLUDES ALL AREAS,
INCLUDES A1, A2 A3. THEREFORE WOULD NEED ALL
ITHEARABLE ONLY TO JOHN.
CHANGE TO LEGAL TO INCLUDE AS AN OPTION~~

+ CALL MERRILL WITH STAVE A.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 1
Requirements

FILE NUMBER: 77788 AMENDED V

The following are the requirements to be complied with:

A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

B. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

2. This Company requires a copy of the Minutes of any membership meeting of Monument View, LLC, A Nevada Limited Liability Company, DBA Monument Park LLC In Colorado, if any of the members or Managers authorized to act on behalf of said Limited Liability Company has changed.

* 3. Release of Deed of Trust executed by Monument View, LLC, to the Public Trustee of Mesa County in favor of Woods 1992 Trust, to secure \$250,000.00 and any other obligations secured thereby, dated April 1, 2005, and recorded April 5, 2005 in Book 3869 at Page 463.

* Item(s) may require special attention.

C. Payment of all taxes, charges, assessments, levied and assessed against the subject premises which are due and payable.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 2
Exceptions

FILE NUMBER: 77788 AMENDED V

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:

A. 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.

B. General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
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. (a.) Unpatented mining claims; (b.) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c.) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Paragraphs 1, 2, 3 and 4 above will not appear as printed exceptions, or affirmative coverage will be provided on extended coverage policies, except as to such parts thereof which may be shown as a Special Exception in Schedule B-Section 2.

C. Special Exceptions:

7. Any and all unpaid taxes, assessments and unredeemed tax sales, if any.
8. The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises as reserved in United States Patent recorded September 9, 1890 in Book 11 at Page 49.
9. Covenants, conditions and Restrictions, but omitting therefrom any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons, as set forth in instrument recorded January 21, 1981 in Book 1294 at Page 801. Modifications of said covenants, conditions and restrictions recorded June 7, 1982 in Book 1376 at Page 127 and October 11, 1988 in Book 1714 at Page 2.
10. Terms, conditions and provisions of the Subdivision Improvements Agreement and Guarantee recorded January 21, 1981 in Book 1294 at Pages 803 and 805.
11. Terms, conditions and provisions of Letter, recorded January 21, 1981 in Book 1294 at Page 804.
12. Easements, conditions, covenants, restrictions, reservations and notes on the recorded plats, being recorded January 21, 1981 in Plat Book No. 12 at Page 347 and August 8, 1984 in Plat Book No. 13 at Page 266.
13. Terms, conditions, stipulations, obligations and provisions of Easement Deed And Agreement, recorded May 20, 2004 in Book 3657 at Page 678.
14. An easement for the maintenance of a sanitary sewer line and rights incidental thereto, granted to The City of Grand Junction, as set forth in instrument recorded May 20, 2004 in Book 3657 at Page 683.

- 15 . Terms, conditions, stipulations, obligations and provisions of Reciprocal Easement Agreement, recorded March 24, 2005 in Book 3862 at Page 1.
- 16 . Easements, conditions, covenants, restrictions, reservations, provisions and notes on the recorded condominium map.
- 17 . The matters set forth in Condominium Declaration recorded January 20, 2006 in Book 4079 at Page 412, which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions.
- 18 . Terms, conditions, stipulations, obligations and provisions of Underground Electric Utility Easement, granting an easement for a power line or power lines for the distribution of electric energy, and rights incidental thereto, granted to Grand Valley Rural Power Lines, Inc., as set forth in instrument recorded January 27, 2006 in Book 4082 at Page 773. The exact location and extent of said easement is not disclosed of record.
- 19 . Terms, conditions, stipulations, obligations and provisions of Public Service Company of Colorado Easement granting an easement for utility lines and rights incidental thereto to Public Service Company of Colorado, as set forth in instrument recorded February 27, 2006 in Book 4101 at Page 736.
- 20 . Any lease or tenancy not of record but in existence, and any and all assignments of interest therein.

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 09/20/2005

Certificate No: 20996

STATE OF COLORADO
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

Title Co	: MERIDIAN LAND TITLE	Order #:	77931
Seller	: MONUMENT VIEW, LLC	Buyer	:
Lender	:	Ordered:	NANCY
Tax Year	: 2004	User ID:	:
Schedule #:	2697-361-03-018		

Description:

LOT 12A OF REPLAT LOT 12 VALLEY WEST FILING NO 3 SEC 36 1N 2W

Base Tax Amounts Paid:

04 REAL	\$	5,351.50
---------	----	----------

Total Due \$ 0.00

BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES
IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES

-- Continued --



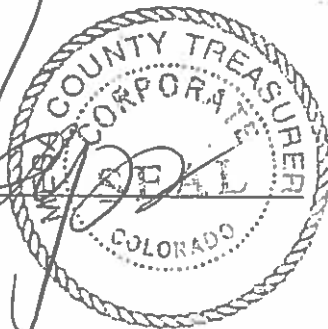
2697-361-03-018

Tax Charges Distribution for Taxing Year '04:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER*	0.2520	17.32			
DRAINAGE GJ	2.5390	174.48			
MESA COUNTY	21.7090	1491.84			
GRAND JCT*	8.0000	549.76			
SCH DST 51	32.0140	2200.00			
LIBRARY	3.0000	206.16			
UTE WATER	1.5000	103.08			
SCH D51BOND	9.5000	652.84			
GJ TMLR*	-0.6400	-43.98			
			Totals ----->	77.8740	5351.50

MONIKA FORD
Mesa County Treasurer

By: _____



CERTIFIED DATE

September 20, 2005

General Project Report

For

Monument View Park

**Project: Office/Warehouse
Location: 784 Valley Court
Grand Junction CO 81505**

**Owner: Monument View LLC
Art Pastel
8061 Castle Pines Ave.
Las Vegas, NV 89113**

**Prepared By:
Darter LLC
John Lawrence
786 Valley Court
Grand Junction CO 81505**

Parcel # 2697-361-03-019

A. Project Description

The Project, located at 784 Valley Court, is being constructed as an Industrial Park, which consists of 5 office/warehouse buildings. The project is currently in development and we now submitting for Building E condominium plat map. Each building is being broken into individual spaces consisting of a small office space with the remainder being warehouse storage. The ratio of office to warehouse will consist of approximately 20% office and 80% warehouse. The minimum size space in a building is 1404 square feet. The sizes of the buildings are as follows

Building A	5616 Square Feet
Building B	5700 Square Feet
Building C	5700 Square Feet
Building D	3000 Square feet
Building E	3750 Square feet

The total Site acreage is 2.42 acres.

B. Public Benefit

This Project will provide affordable space for new businesses to relocate here and/or existing businesses to expand. In addition, it will provide a greater variety of spaces for businesses to choose from.

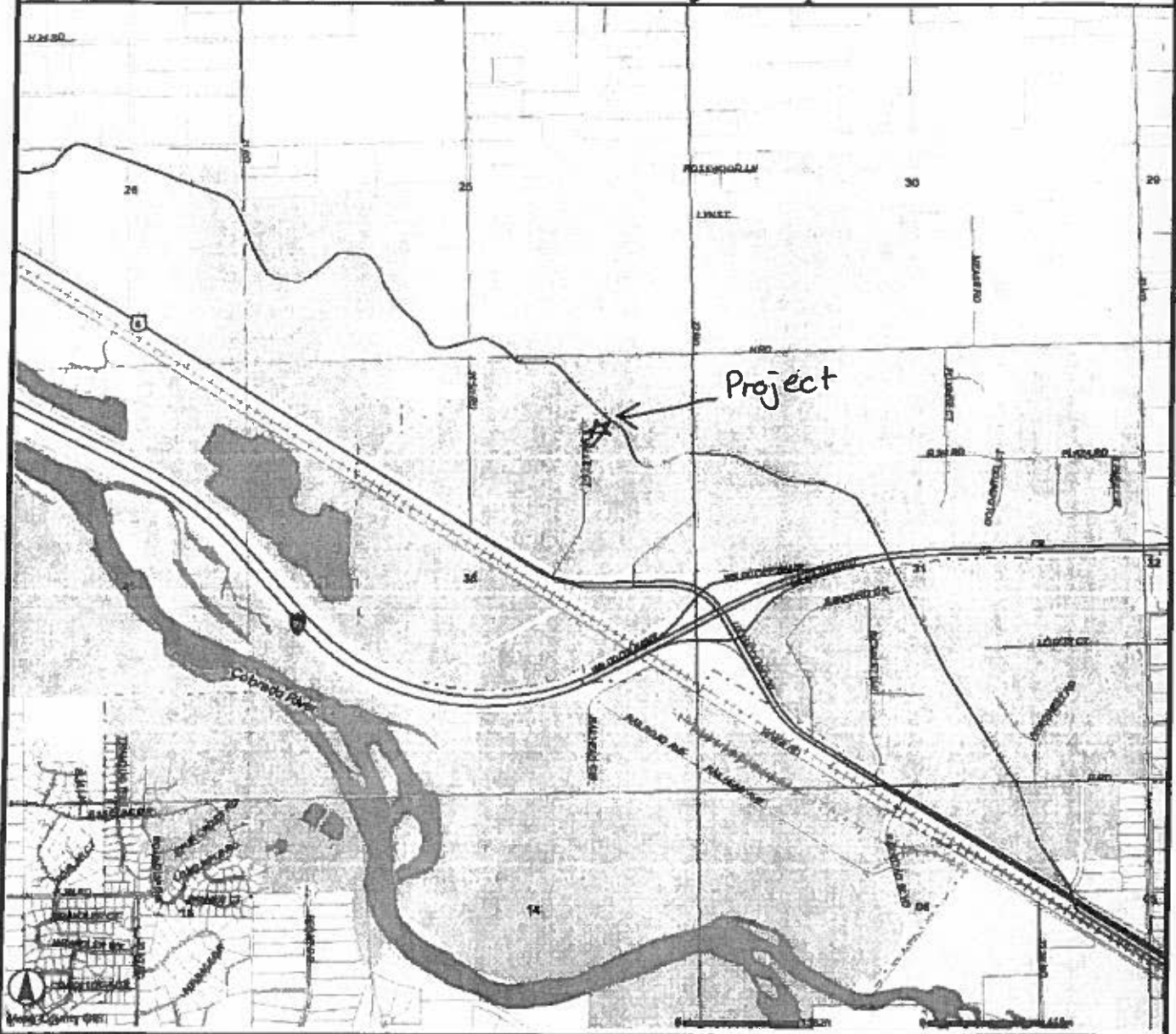
C. Project Compliance

The site is currently zoned Light Industrial. Therefore, this project meets the current zoning requirements. The Condominium Plat checklist is being followed.

D. Schedule and Phasing

Development is underway and should be completed by December 30, 2005. We have poured the foundations for all 5 buildings and have started construction on Buildings A and E. The other 3 buildings will be started within 60 days and will be in construction of all 5 within 6 months. The building A condo plat map is currently in review with the city of Grand Junction.

Project Vicinity Map



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

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 Records office or the courts. In addition, the representations of locations in this GIS cannot be substituted for actual legal surveys.

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 | |

List of Unit Owners

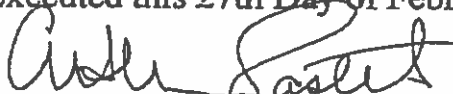
NONE

MINUTES OF A MEETING OF THE MANAGERS OF MONUMENT
VIEW, LLC

The meeting was called to order at 10:00 AM on February 27, 2005. Arthur Pastel, the Manager was present and stated the following.:

1. Articles of Organization of LLC were filed with the Secretary of State on February 1, 2005.
2. The Articles state that the LLC is to be managed by the Manager(s).
3. The Operating Agreement for the LLC states that Arthur M. Pastel is the only Manager of the LLC and constitutes the Board of Managers.
4. The Operating Agreement states that the Board of Managers (para 2.1, (O)) may authorize an agent to execute any instrument in the name of the LLC.
5. The manager has authorized Arthur M. Pastel or Nan Woods to execute any instrument required by any governmental agency or title insurance company in order to create a condominium on its property located at 784 Valley Court, Grand Junction, Colorado.

Executed this 27th Day of February, 2005.



Arthur M. Pastel

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Ginette Dennis, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Monument Park Condominium, Inc.

is a
Nonprofit Corporation

formed or registered on 12/07/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051453402 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/02/2005 that have been posted, and by documents delivered to this office electronically through 12/07/2005 @ 09:23:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 12/07/2005 @ 09:23:27 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 6363226 .



Ginette Dennis

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named Monument View LLC, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

- 2. The type of entity is a:
 corporation
 nonprofit corporation
 limited liability company
 general partnership
 limited partnership
 registered limited liability partnership
 registered limited liability limited partnership
 limited partnership association
 government or governmental subdivision or agency

3. The entity is formed under the laws of State of Nevada

4. The mailing address for the entity is 764 Valley Court Grand Junction, CO 81505

5. The name position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Arthur Pastel as manager and sole member.

6.2 The authority of the foregoing person(s) to bind the entity is not limited limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

Executed this 31 day of October, 2005.

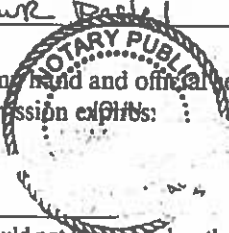
Arthur Pastel
Signature (Type or Print Name Below)

STATE OF Colorado
COUNTY OF Mesa

ss.

The foregoing instrument was acknowledged before me this 31 day of October, 2005, by Arthur Pastel

Witness my hand and official seal.
My commission expires:



[Signature]
Notary Public

¹This form should not be used unless the entity is capable of holding title to real property.
²The absence of any limitation shall be prima facie evidence that no such limitation exists.
³The statement of authority must be recorded to obtain the benefits of the statute.





COMMITMENT TRANSMITTAL

12/8/2005

Re: Our File Number: 77788 AMENDED II
Your File: MONUMENT VIEW LLC
784 Valley Court, Grand Junction, CO 81505
Tax Parcel #(s): 2697-361-03-019

OR

We are transmitting herewith, in connection with the above captioned file, the items marked below:

- Commitment for Title Insurance
- Amended Commitment for Title Insurance *Amended items include the following:*
 - Updated for planning application
- Copies of items listed as Exceptions on above Commitment for Title Insurance will be provided in accordance with the terms of the corresponding contract.
- Certificate of Taxes Due Certificate of Taxes Due will follow
- Lien Affidavit
- Other:

Copies are being sent to:

(3) GRACE HOMES REAL ESTATE & CONSTRUCTION ATTN: John Lawrence FAX: (970) 245-4006

Please direct any title inquiries to Title Department Please direct any closing inquiries Ext. #

INVOICE:

	DESCRIPTION	AMOUNT
Owner's Policy Amount:	\$0.00	Commitment-no concurrent transaction (TBD) <=4 hrs \$250.00
Loan Policy Amount:	\$0.00	
Additional Policy Amount:	\$0.00	TOTAL AMOUNT DUE: \$250.00

Total amount due payable upon closing, subject to cancellation fee.

*Thank you for your order, and for giving us the opportunity to serve you!
We appreciate your business and the confidence you have placed in us.*

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

FILE NUMBER: 77788 **AMENDED II**
784 Valley Court, Grand Junction, CO 81505
Tax Parcel #(s): 2697-361-03-019

1. Effective date: December 05, 2005 at 8:00 AM

2. Policy or Policies to be issued: **Amount of Insurance**

A. ALTA Owner's Policy **\$0.00**

Proposed Insured:
TO BE DETERMINED

B. ALTA Loan Policy **\$0.00**

Proposed Insured:
NONE

C. Not Applicable **\$0.00**

Proposed Insured:
NONE

3. The estate or interest in the land described or referred to in this Commitment and covered herein

Fee Simple

4. Title to the above described estate or interest in said land is at the effective date hereof vested in:

MONUMENT VIEW, LLC

5. The land referred to in this Commitment is described as follows

Lot 12B in
REPLAT OF LOT 12 VALLEY WEST FILING NO. THREE,
Mesa County, Colorado.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 1
Requirements

FILE NUMBER: 77788 AMENDED II

The following are the requirements to be complied with:

A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

B. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

- 1 . THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.
- 2 . This Company requires a copy of the Minutes of any membership meeting of Monument View, LLC, if any of the members or Managers authorized to act on behalf of said Limited Liability Company has changed.
- * 3 . Release of Deed of Trust executed by Monument View, LLC, to the Public Trustee of Mesa County in favor of Woods 1992 Trust, to secure \$250,000.00 and any other obligations secured thereby, dated April 1, 2005, and recorded April 5, 2005 in Book 3869 at Page 463.

*** Item(s) may require special attention.**

C. Payment of all taxes, charges, assessments, levied and assessed against the subject premises which are due and payable.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 2
Exceptions

FILE NUMBER: 77788 **AMENDED II**

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:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attach subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest in the property thereon covered by this commitment.

B. General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
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. (a.) Unpatented mining claims; (b.) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c.) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Paragraphs 1, 2, 3 and 4 above will not appear as printed exceptions, or affirmative coverage will be provided on extended coverage policies, except as to such parts thereof which may be shown as a Special Exception in Schedule B-Section 2.

C. Special Exceptions:

7. Any and all unpaid taxes, assessments and unredeemed tax sales, if any.
8. The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises as reserved in United States Patent recorded September 9, 1890 in Book 11 at Page 49.
9. Covenants, conditions and Restrictions, but omitting therefrom any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons, as set forth in instrument recorded January 21, 1981 in Book 1294 at Page 801. Modifications of said covenants, conditions and restrictions recorded June 7, 1982 in Book 1376 at Page 127 and October 11, 1988 in Book 1714 at Page 2.
10. Terms, conditions and provisions of the Subdivision Improvements Agreement and Guarantee recorded January 21, 1981 in Book 1294 at Pages 803 and 805.
11. Terms, conditions and provisions of Letter, recorded January 21, 1981 in Book 1294 at Page 804.
12. Easements, conditions, covenants, restrictions, reservations and notes on the recorded plats, being recorded January 21, 1981 in Plat Book No. 12 at Page 347 and August 8, 1984 in Plat Book No. 13 at Page 266.
13. Terms, conditions, stipulations, obligations and provisions of Easement Deed And Agreement, recorded May 20, 2004 in Book 3657 at Page 678.
14. An easement for the maintenance of a sanitary sewer line and rights incidental thereto, granted to The City of Grand Junction, as set forth in instrument recorded May 20, 2004 in Book 3657 at Page 683.
15. Terms, conditions, stipulations, obligations and provisions of Reciprocal Easement Agreement, recorded March 24, 2005 in Book 3862 at Page 1.
16. Any lease or tenancy not of record but in existence, and any and all assignments of interest therein.

17. Terms, conditions, stipulations, obligations and provisions of Underground Electric Utility Easement, granting an easement for a power line or power lines for the distribution of electric energy, and rights incidental thereto, granted to Grand Valley Rural Power Lines, Inc., as set forth in instrument recorded December 2, 2005 in Book 4050 at Page 643. The exact location and extent of said easement is not disclosed of record.

RICA,

THE UNITED STATES OF AMERICA,

Certificate No. 41

To all to Whom these Presents shall come, GREETING:

Whereas,

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at ... whereby it appears that full payment has been made by the said

according to the provisions of the Act of Congress of the 16th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands,"

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said ... and to his heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

and to his heirs and assigns forever: subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights in ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In Testimony Whereof, I,

President of the United States of America,

have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the ... day of ... in the year of our Lord one thousand eight hundred and ... and of the Independence of the United States the one hundred and ...

BY THE PRESIDENT:

Secretary, Recorder of the General Land Office.



Recorded, Vol. 2 Page

Filed for Record this ... day of ... A. D. 18 ... at ... o'clock P. M.

KNOW ALL MEN BY THESE PRESENTS that C.B.W. Builders, Inc., being the owners and/or trustees of all lots in Valley West Subdivision in Mesa County, Colorado, further described as being located in North East quarter of Section 36, T. 2N., R. 2E., Ute Meridian and containing 109.74 acres more or less, of which lots 7 through 12 and 17 through 19 inclusive has been plotted in the Third filing and recorded with the County Clerk and Recorder of Mesa County, Colorado, do desire to restrict the use of said property to increase the desirability of the said lots and future lots in the Subdivision to future purchasers, all for the benefit of future purchasers of said lots and do hereby contract with future purchasers of said lots as follows:

1. All construction and development on the lots shall conform to the requirements of Mesa County zoning designation C-1 as required by law.
2. C.B.W. Builders, Inc., its heirs and assigns hereby reserve the right to furnish and erect all building construction performed on and in any and all of the lots in the subdivision.
3. All construction within the Subdivision shall be new construction. No previously erected building, structure or improvement shall be moved and placed upon any lot from a previous location. No temporary structures shall be used on any site within the subdivision except for use during construction of a permanent structure. This includes trailers, mobile homes and other such temporary facilities.
4. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste must be kept in suitable containers and shall be removed from the site on a weekly basis.
5. No animals, livestock or poultry of any kind shall be kept on any lot except that watch dogs may be kept for security purposes provided they are confined in a fenced yard.
6. No mining, quarrying, or drilling shall be performed on the lots for commercial purposes.
7. Power of Attorney has been given to Mesa County on behalf of the lots which front on 21^{1/2} Road, H Road and 22 Road which stipulates that at such time as a street or road improvement district is formed to improve said roads that the owners of said lots at such time of the improvements will participate in said district and will be responsible for their pro-rata share in the costs of said improvements.
8. All of the lots in the subdivision are included in the Valley West Water and Sanitation District. The District is formed to install watermains and fire hydrants in conformance with the requirements of the Grand Junction Fire Department for adequate fire flow and domestic service. The District shall bear the cost of connection to present watermains of the Ute Water Conservancy District and to be re connected to watermains of increased size as they become available to the proximity of the subdivision. The watermains servicing the subdivision shall be turned over to the Ute Water Conservancy District for operation and maintenance and the Ute Water Conservancy District shall make necessary charges to the individual lots for tap fees, service charges, mill levy and all other charges as required of land within and serviced by the Ute Water Conservancy District. Valley West Water and Sanitation District is responsible only to furnish and install watermains, fire hydrants, service lines to the property line and necessary connections to watermains in the vicinity.
9. The Valley West Water and Sanitation District shall furnish and install all necessary sewage collection lines to connect to each lot in the subdivision at the property line and the collection system shall be designed and constructed so that it may eventually be extended to connect to the Valley Wide Treatment Plant which is proposed for construction in 1981 to be located south of the Valley West Subdivision across the railroad tracks. It is a mandatory condition of the subdivision that all sewage shall be collected and transmitted to the Valley Wide Treatment Plant when it is available for service. For the period until the Valley Wide Plant is available for service, temporary collection and disposal facilities will be installed and maintained by the District.

DEED TO SUBDIVISION

Lot 2 and Lot 10 Only

Wiley West Subdivision Platteau Number One and Three

BK 1376
pg 137

BEFORE ALL MEN BY THESE PRESENTS that T.E.W. Builders, Inc., being
the owner of record of Lots 2, Wiley West, Platteau Number One and Lot 10,
Wiley West, Platteau Number Three in Mesa County, Colorado, located in the
south east quarter of Section 35, T. 3 N., R. 2 W., 6th Meridian, desire to
apply the following restriction to the use and development of said property
and to hereby consent with future purchasers of said lots as follows:

1. No buildings or structures of any kind may be constructed of
a height in excess of 30 feet above the natural elevation of
the ground.

IN WITNESS WHEREOF, we have hereunto set our hand this Seventh day of
June, 1937.

T.E.W. BUILDERS, INC.

[Signature]
By George F. Fossenger
Executive Vice President

STATE OF COLORADO
COUNTY OF MESA

The foregoing instrument was acknowledged before me this Seventh day
of June, 1937, by George F. Fossenger, Executive Vice President of T.E.W. Builders,
Inc.

My Commission Expires August 21, 1937

Witness my hand and official seal



[Signature]
Notary Public

No Consideration

JAN 21 1981
 COUNTY OF MESA
 DEPARTMENT OF PUBLIC WORKS

MESA COUNTY
 SUBDIVISION IMPROVEMENTS AGREEMENT

In Re: Valley West Commercial Park, Filing #3
 Name of Subdivision Location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Valley West Filing #3, dated November, 19 80, the following improvements to County or special district standards.

Improvements	Unit or Description	Total cost	Completion Date
Street grading	3,060 C.Y.	\$ 4,575	11-81
Street base	2,379 C.Y.	20,865	11-81
Street paving	5,775 S.Y.	19,485	11-81
Curbs	2,520 L.F.	17,640	11-81
Sidewalks	N.A.		
Storm sewer facilities	N.A.		
Sanitary sewer shallow main	3 Ea.	1,800	11-81
Trunk lines			
Mains 8" & 10"	1175 L.F.	13,355	11-81
Manholes or House Connections	Ea.	2,730	11-81
On-site sewage facilities			
Water mains	1,230 L.F. of 8"	15,365	11-81
On-site water supply			
Fire hydrants	4 Ea.	5,600	11-81
Monuments	--	---	
Street lights	1		
Street name signs	Existing	---	
Survey monuments boxes	--	---	
Irrigation systems	--	---	
SUB TOTAL		\$100,515	

Supervision of all installations should normally not exceed 1% of subtotal \$ 4,020

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION \$ 104,535

If desert landscaping is proposed a notarized letter to that effect will be required.

The above improvements shall be constructed in accordance with all County requirements and specifications, and conformance with this provision shall be determined solely by the below-named County or its duly authorized agent.

The improvements shall be constructed in accordance with the time schedules shown above.

Attest:
 Secretary

C. B. W. Builders Inc.
 by *William E. Root*
 Signature of Subdivider

(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)

Dated: November 12, 19 80

ACCEPTANCE

Approved by resolutions of the _____, 19 _____, at the meeting of _____.

Signature of Authorized Office of Count

Form 234 Rev 8/85

JAN 21 1981
1246250

Date: November 10, 1980

Mesa County Commissioners
559 White Square
Grand Junction, CO 81501

GUARANTEE OF PUBLIC IMPROVEMENTS For Valley West Piling #3

The undersigned hereby guarantees not to request building permits within said subdivision until such time as required public improvements as listed on the Subdivision Improvements Agreement are installed.

It is understood that this guarantee can be replaced with a guarantee from a lending institution acceptable to the Mesa County Board of County Commissioners.

CBW Binkley
by William E. Foster

STATE OF COLORADO)
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 12th day of November A.D., 1980 by William E. Foster as President of T. B. W. Builders, Inc., a Colorado corporation.

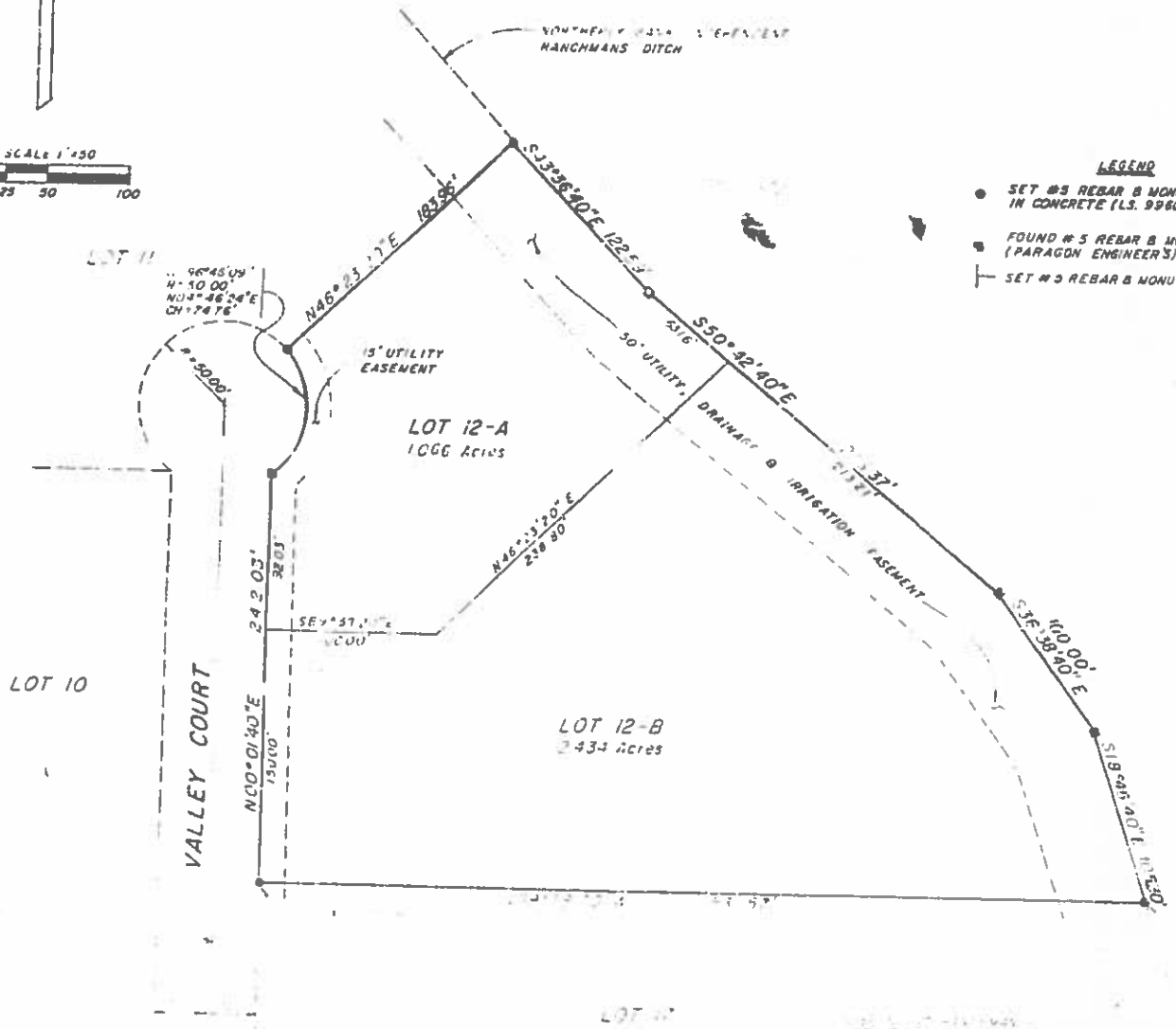
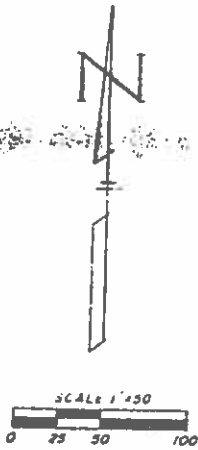
Witness my hand and official seal.

My commission expires: 6-21-82

Charles A. Berry
Notary Public



Replat Lot 12 Valley West Fil



- LEGEND**
- SET #5 REBAR & MONUMENT IN CONCRETE (L.S. 9980)
 - FOUND #5 REBAR & MONUMENT (PARAGON ENGINEERS) SET
 - SET #3 REBAR & MONUMENT

VALLEY WEST FILING NO THREE

BY
 J. R. H. M.
 N49°59'40"E

NOTICE: According to the grade shown on any defect in this survey defect. In no event may this be commenced more than ten years from the date of this filing.

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of May 17, 2004, by and between **WORLD PROPERTIES, LLC**, of Grand Junction, CO ("Grantor") and **DARTER, LLC** of 786 Valley Court, Grand Junction, CO 81505 ("Grantee").

The parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described below subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Mesa County, Colorado.

The easement is and shall be perpetual and nonexclusive.

**SECTION TWO
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the benefit of Grantee's property described as follows:

Lot 12-B, Replat of Lot 12 of Valley West Filing No. Three

Mesa County, Colorado.

for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of ingress and egress and installation and maintenance of a sanitary sewer line. Grantee shall have the right to access existing public utilities located in the easement subject to the rules, regulations and fees of the utility provider.

SECTION THREE CONDITIONS

(a) Grantee shall not fence or gate the easement, and agrees and understands that Grantor has no responsibility for the repair and maintenance of the utilities located in the easement;

(b) Grantee shall promptly repair any damage it shall do to Grantor's real property; shall maintain any driveway located on the easement in a manner to minimize dust and weeds and shall implement dust and weed control measures on a regular basis as required to keep dust and weeds to a minimum;

(c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment;

(d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.

SECTION FOUR EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

SECTION FIVE NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

SECTION SIX GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide access and utilities for the property of Grantee subject to the maintenance obligations of Grantee.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 17 day of May, 2004, by Darter, LLC, by Terry Lawrence, Manager.

WITNESS my hand and official seal.
My commission expires:

My Commission Expires
09/22/2005

Barbara Jean Darter
Notary Public

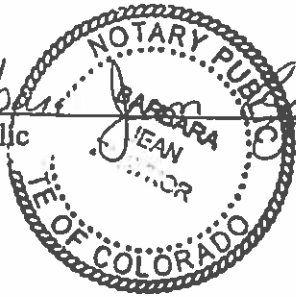


EXHIBIT "A"

A 10 foot wide sewer easement situated in Lot 12-A of Replat Lot 12 Valley West Filing No. Three in the Northeast 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 12-A the basis of bearing being S89°58'20"E along the southerly line of said Lot 12-A;

Thence S89°58'20"E along said southerly line a distance of 100.00 feet;

Thence N46°23'20"E along said southerly line a distance of 14.49 feet;

Thence N89°58'20"W a distance of 110.48 feet to the west line of said Lot 12-A;

Thence S00°02'40"W along said west line a distance of 10.00 feet to the Point of Beginning. Said easement contains 1053 square feet more or less.

EXHIBIT "A"

A 10 foot wide sewer easement situated in Lots 12-A and 12-B of Replat Lot 12 of Valley West Filing No. Three in the Northeast 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, in the City of Grand Junction, County of Mesa, in the State of Colorado, recorded in Plat Book 13 at Page 266 of the Mesa County records, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 12-A the basis of bearing being S89°58'20"E along the southerly line of said Lot 12-A;

Thence S89°58'20"E a distance of 370.08 feet;

Thence N48°35'43"W a distance of 15.13 feet;

Thence N89°58'20"W a distance of 358.73 feet to the west line of said Lot 12-A;

Thence S00°02'40"W along said west line a distance of 10.00 feet to the Point of Beginning. Said easement contains 3644 square feet more or less.

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made effective as of the Effective Date defined below, by and between the following parties who represent that they are the owners of certain real property situate in the City of Grand Junction, County of Mesa, State of Colorado, as designated by street address and Mesa County Tax Schedule Number, to wit:

<u>Owner</u>	<u>Street Address</u>	<u>Tax Schedule Number</u>
World Properties, LLC	786 Valley Ct.	2697-361-03-018
Darter, LLC	784 Valley Ct.	2697-361-03-019

hereinafter referred to as the "Properties".

Recitals

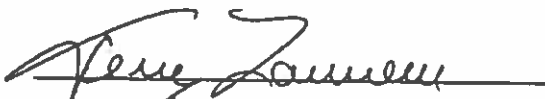
A. The parties to this Agreement desire to convey, to each and every other party to this Agreement, a perpetual and reciprocal easement for ingress and egress purposes in accordance with the terms, covenants and conditions of this Agreement.


NOW, THEREFORE, in consideration of the Recitals above and the mutual agreements, conveyances, covenants and restrictions contained herein, the sufficiency of which is hereby acknowledged, the parties covenant and agree, for themselves and for their respective heirs, successors, representatives and assigns, as follows:

1. Grant of Easement. The parties to this Agreement hereby grant and convey to one another, for their respective benefit and for the benefit of their respective guests, invitees and tenants, a reciprocal, non-exclusive easement to use, for the purposes of vehicular and pedestrian ingress, egress and access, over and across that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "the Access Easement"), to provide ingress and egress to and from Valley Court Street and from and to the Properties. In no event shall any easement herein granted be construed to permit reciprocal parking rights on the Properties.
2. Maintenance. The standard of maintenance to be observed and followed by the parties with respect to the condition of the Access Easement shall be comparable to the standard of maintenance which occurs as of the Effective Date of this Agreement (as hereafter defined). In no event shall any party to this Agreement, or such party's heirs, successors and assigns, cause or permit the construction or installation of any wall, fence or other barrier of any sort which will prevent or impair the use or exercise of the easements herein granted, or the free access and movement of vehicular and pedestrian traffic over and across the Access Easement.
3. Eminent Domain. Nothing herein shall be construed to give either party hereto any interest in any award or payment made to any other party in connection with any exercise of eminent domain proceeding or giving the public or any governmental entity any rights in another party's Property. In the event of any exercise of eminent domain of any part of the Properties, the award attributable to the land and improvements of such portion of the respective Properties shall be payable only to the owner thereof.
4. Indemnification. Each party shall indemnify, defend and hold the other parties harmless from and against any and all claims, liabilities, losses, damages and costs, including reasonable attorneys' fees, and any actions or proceedings in connection therewith, incurred in connection with arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property which may occur in or about the indemnifying party's Property; provided, however, that such obligations of indemnity shall not apply to claims resulting from the negligence, intentional acts or omissions of the indemnified party.

5. **Default.** In the event any party defaults in the performance of any of such party's obligations required to be observed or performed by such party pursuant to this Agreement, the non-defaulting party shall have the right, but not the obligation, upon the expiration of thirty (30) days' written notice to the defaulting party, to cure such default for the account of and at the expense of the defaulting party, provided that the defaulting party has not, prior to the expiration of such 30 day notice period, cured the default or commenced to cure the default and is diligently continuing such efforts to cure the same. Notwithstanding the provisions of the preceding sentence, however, in the event of emergency conditions constituting a default hereunder, the non-defaulting party acting in good faith shall have the right to cure such default upon such advance notice as is reasonable possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as reasonably possible thereafter. To effectuate any such cure, the non-defaulting party shall have the right to enter upon the property of the defaulting party to perform any necessary work or furnish any necessary work or furnish any necessary materials or services to cure the default. Any and all reasonable costs and expenses of any proceedings at law or in equity, including any reasonable attorneys' fees, shall be assessed against and paid by the defaulting party.
6. **Covenants Running with Land.** The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and assigns, including, without limitation, all subsequent owners of either of the Properties, and all persons claiming under them. This Agreement, and the easements, covenants, conditions and restrictions contained herein, may be modified, amended, cancelled or terminated only by an instrument in writing signed by the then owners of fee simple title to the Properties and recorded in the office of the Mesa County Clerk and Recorder.
7. **Entire Agreement.** This Agreement supercedes all agreements previously made between the parties relating to its subject matter.
8. **Notices.** All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the other party(ies) at receiving party's last known address.
9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.
10. **Effective Date.** The Effective Date of this Agreement shall be the date that all parties have duly executed this Agreement in the presence of a Notary Public. This Agreement shall not be recorded until the Effective Date has occurred.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement.


Steve Lawrence
Darter, LLC.


Steve Lawrence
World Properties, LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of September, 2004, by
Terry Lawrence, DAETER LLC AND WORLD PROPERTIES, LLC

My commission expires: My Commission Expires
Witness my hand and official seal 07/28/2008

K Blood
Notary Public



State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by

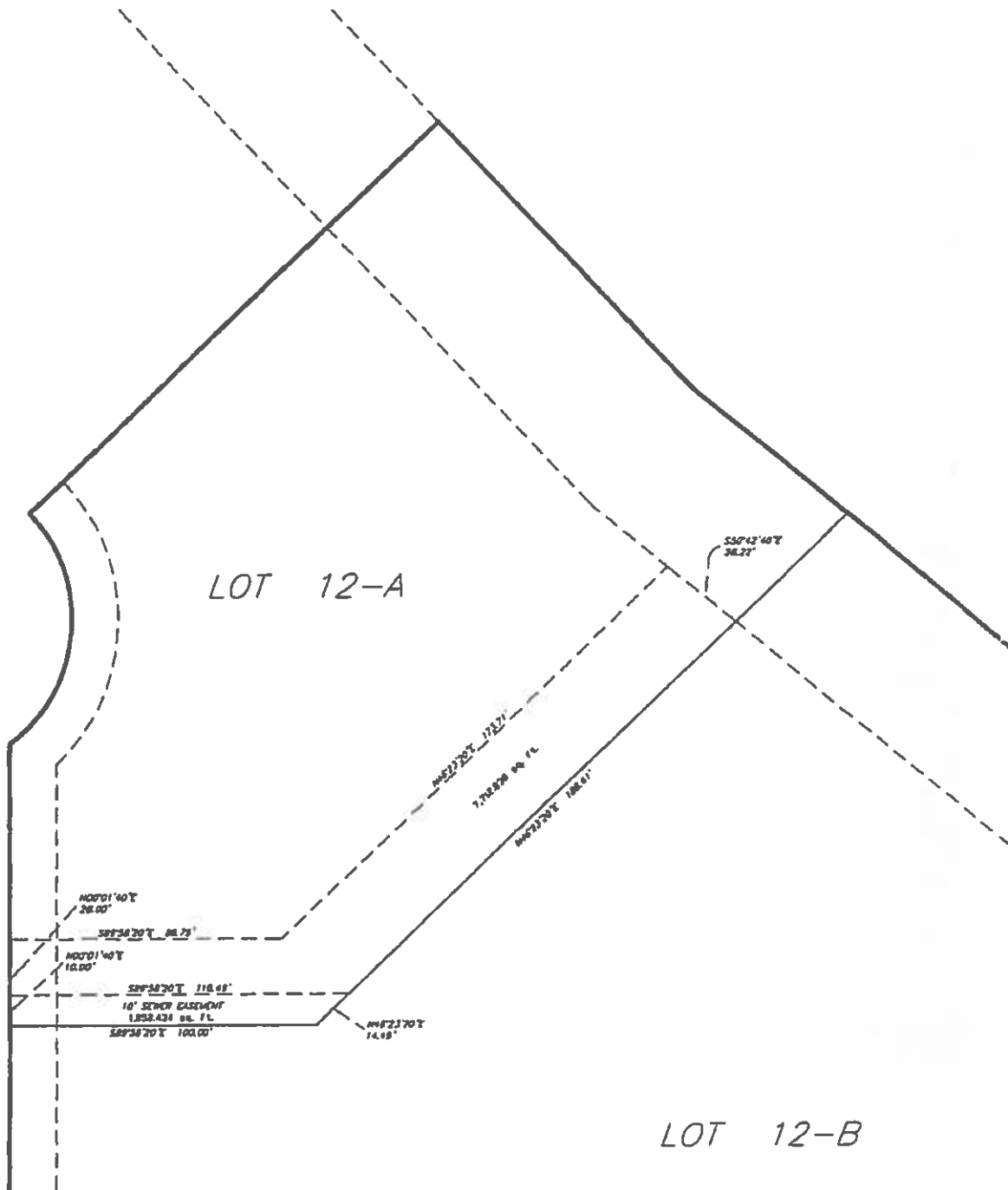
My commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT A

A 28 foot wide ingress/egress easement situated in Lot 12-A of Replat Lot 12 Valley West Filing No. Three as recorded in Plat Book 13 at Page 266 in the Mesa County Records, in the Northeast ¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, Mesa County, Colorado being more particularly described as follows: Beginning at the southwest corner of said Lot 12-A the basis of bearing being S89°58'20"E along the southerly line of said Lot 12-A;
Thence S89°58'20"E along said southerly line a distance of 100.00 feet;
Thence N46°23'20"E along said southerly line a distance of 188.41 feet;
Thence N50°42'40"W a distance of 28.22 feet;
Thence S46°23'20"W a distance of 173.72 feet;
Thence N89°58'20"W a distance of 88.78 feet to the west line of said Lot 12-A;
Thence S00°02'40"W along said west line a distance of 28.00 feet to the Point of Beginning. Said easement contains 7713 square feet more or less.

This description was prepared by:
Steven L. Hagedorn PLS 24306
118 Ouray Ave.
Grand Junction, CO 81501



BK 3869 PG 463

The printed portions of this form approved by the Colorado Real Estate Commission (TD 71-11-03)

IF THIS FORM IS USED IN A CONSUMER TRANSACTION, CONSULT LEGAL COUNSEL. THIS IS A LEGAL INSTRUMENT, IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this 1 at day of April, 2005, between Monument View LLC (Borrower),

whose address is 8061 Castle Pines Avenue, Las Vegas, Nevada 89113

and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of

Woods 1992 Trust

(Lender), whose address is

8061 Castle Pines Avenue, Las Vegas, Nevada 89113

Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to

Trustee in trust, with power of sale, the following described property located in the

County of Mesa, State of Colorado:

TAX SCHEDULE NUMBER: 2607-381-03-018

Lot 12B in REPLAT OF LOT 12
VALLEY WEST FILING NO. THREE,
Mesa County, Colorado

which has the address of 784 Valley Court

Grand Junction, Colorado 81505

(Property Address), together with all its appurtenances (Property).

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated April 1 at 2005, in the principal sum of TWO HUNDRED FIFTY THOUSAND AND NO/100

U.S. Dollars, with interest on the unpaid principal balance from April 1 at 2005, until paid, at the rate of 8.00% per annum, with principal and interest payable at

8061 Castle Pines Avenue, Las Vegas, Nevada 89113

or such other place as the Lender may designate, in MONTHLY payments of ONE THOUSAND SIX HUNDRED SIXTY SIX AND 87/100

Dollars (U.S. \$ 1,666.67) due on the 1 day of each MONTH

beginning May 1 at 2005; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on: 4/30/2008

Payments hereunder are for interest only and as defined in the Promissory Note. The April 30, 2008 payment is a balloon payment

and Borrower is to pay to Lender a late charge of 5.00% of any payment not received by the Lender within 5 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except (NO EXCEPTIONS)

B. the payment of all other sums, with interest thereon at 12.00% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

C. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, assessments of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and except none other

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

Continued on next page.

75057

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of the Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of the Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 28 (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

Continued on next page.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration has occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice—notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 6 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to N/A of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus _____ of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying in the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earning on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by the Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) A transfer or conveyance of title (or any portion thereof, legal or equitable) of the property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer.

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undistributed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.

(c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender has actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender has actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER

IF BORROWER IS NATURAL PERSON(s):

_____ doing business as _____

IF BORROWER IS CORPORATION:

ATTEST

Monument View LLC

Name of Corporation

by Arthur Pastel
Arthur Pastel, as Managing Member

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership

by _____

STATE OF COLORADO

COUNTY OF MESA

The foregoing instrument was acknowledged before me this

1st

(April)

2005, by Arthur Pastel as Managing Member of Monument View LLC



Witness my hand and official seal.

My commission expires: 11/2/2005

My Commission Expires 11/02/05
County of Mesa

Susan J. Ottman

Notary Public

Address

* If a natural person is present, insert the name(s) of each person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner to and for Smith & Smith, a general partnership."

UNDEGROUND ELECTRIC UTILITY EASEMENT

10005/1019

2290551 BK 4050 PG 643
12/02/2005 02:52 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$5.00 SurChg \$1.00
DocFee EXEMPT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Monument View LLC (hereinafter called "Grantor", whether one or more) in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt thereof is hereby acknowledged, do hereby grant unto Grand Valley Rural Power Lines, Inc., a Colorado corporation (hereinafter called the "Utility") and to its successors or assigns, a perpetual Easement with rights described herein 10 feet in width for the purpose to construct, operate and maintain a power line or power lines for the distribution of electric energy upon, over, under and across the lands of the Grantor, situated in the County of MESA State of COLORADO and more particularly described as follows:

784 Valley Court and as Mesa County parcel number 2687-361-03-018 (T1N,R2W,SEC36)

With the Easement across said lands described as:

A GENERAL EASEMENT UPON, UNDER AND ACROSS ABOVE DESCRIBED PROPERTY TO ALLOW THE INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRICAL LINES TO THAT PROPERTY. WITH THE EASEMENT BEING 5 FEET EACH SIDE OF THE LINE.

This easement shall carry with it the right of ingress and egress to and from and access on and along said easement, with the right to use existing roads, to construct, repair, remove, replace, reconstruct, inspect, improve, and maintain underground electric distribution lines and communication (licensed joint use) facilities, including cables, conduits, conductors, manholes, transformers, transcloasures, junction boxes, street lighting and other devices used in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees/landscaping, brush and other growth on said easement that may interfere with installation, emergency repairs or operation/maintenance of electric equipment.

The Utility shall install the above facilities in the easement with respect to "final grade" existing or established at the time of installation by the Grantor. The Grantor agrees not to modify the grade later over underground or around above grade equipment and is responsible for restoration of "final grade" as necessary.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with the Utilities rights hereunder or disturb Utilities facilities, and no building, structures, shall be erected placed or permitted to remain on said easement without the Utilities review for safety and access consideration.

The Grantor covenants that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned Grantor(s) have set their hands and seal this 5 day of July, 2005.

Monument View, LLC
By: [Signature]
Manager

STATE OF COLORADO

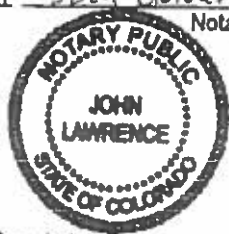
COUNTY OF MESA

The above and foregoing instrument was acknowledged before me this 5th day of July, 2005, by John Lawrence

[Signature]
Notary Public

My Commission expires 4/21, 2009 3224 Golden Sun Ave (Hwy) CO 81520
Notary Address

Sep-00



My Commission Expires 04/21/2009

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

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,
MONUMENT PARK CONDOMINIUM NO. 2

Situated in the NE 1/4 Section 36, Township 1N, Range 2W
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 17TH day of APRIL, 2006.

By: 

Trent C. Prall
City Engineer
City of Grand Junction

Recorded in Mesa County

Date: _____

Book: _____ Page: _____

Drawer: _____

EASEMENT DEED AND AGREEMENT

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of May 17, 2004, by and between **WORLD PROPERTIES, LLC**, of Grand Junction, CO ("Grantor") and **DARTER, LLC** of 786 Valley Court, Grand Junction, CO 81505 ("Grantee").

The parties agree as follows:

**SECTION ONE
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described below subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

Mesa County, Colorado.

The easement is and shall be perpetual and nonexclusive.

**SECTION TWO
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the benefit of Grantee's property described as follows:

Lot 12-B, Replat of Lot 12 of Valley West Filing No. Three

Mesa County, Colorado.

for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of ingress and egress and installation and maintenance of a sanitary sewer line. Grantee shall have the right to access existing public utilities located in the easement subject to the rules, regulations and fees of the utility provider.

**SECTION THREE
CONDITIONS**

(a) Grantee shall not fence or gate the easement, and agrees and understands that Grantor has no responsibility for the repair and maintenance of the utilities located in the easement;

(b) Grantee shall promptly repair any damage it shall do to Grantor's real property; shall maintain any driveway located on the easement in a manner to minimize dust and weeds and shall implement dust and weed control measures on a regular basis as required to keep dust and weeds to a minimum;

(c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment;

(d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.

**SECTION FOUR
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

**SECTION FIVE
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

**SECTION SIX
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide access and utilities for the property of Grantee subject to the maintenance obligations of Grantee.

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 17 day of May, 2004, by Darter, LLC, by Terry Lawrence, Manager.

WITNESS my hand and official seal.
My commission expires:

My Commission Expires
09/22/2005

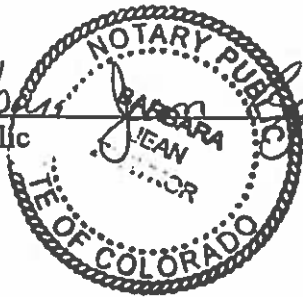
Barbara Jean
Notary Public


EXHIBIT "A"

A 10 foot wide sewer easement situated in Lot 12-A of Replat Lot 12 Valley West Filing No. Three in the Northeast 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, Mesa County, Colorado, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 12-A the basis of bearing being S89°58'20"E along the southerly line of said Lot 12-A;

Thence S89°58'20"E along said southerly line a distance of 100.00 feet;

Thence N46°23'20"E along said southerly line a distance of 14.49 feet;

Thence N89°58'20"W a distance of 110.48 feet to the west line of said Lot 12-A;

Thence S00°02'40"W along said west line a distance of 10.00 feet to the Point of Beginning. Said easement contains 1053 square feet more or less.

EXHIBIT "A"

A 10 foot wide sewer easement situated in Lots 12-A and 12-B of Replat Lot 12 of Valley West Filing No. Three in the Northeast 1/4 of Section 36, Township 1 North, Range 2 West of the Ute Meridian, in the City of Grand Junction, County of Mesa, in the State of Colorado, recorded in Plat Book 13 at Page 266 of the Mesa County records, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 12-A the basis of bearing being S89°58'20"E along the southerly line of said Lot 12-A;

Thence S89°58'20"E a distance of 370.08 feet;

Thence N48°35'43"W a distance of 15.13 feet;

Thence N89°58'20"W a distance of 358.73 feet to the west line of said Lot 12-A;

Thence S00°02'40"W along said west line a distance of 10.00 feet to the Point of Beginning. Said easement contains 3644 square feet more or less.

UNDERGROUND ELECTRIC UTILITY EASEMENT

10005/1019

2290551 BK 4050 PG 643

12/02/2005 02:52 PM

Janice Ward CLK&REC Mesa County, CO

RecFee \$5.00 SurChg \$1.00

DocFee EXEMPT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Monument View LLC (hereinafter called "Grantor", whether one or more) in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt thereof is hereby acknowledged, do hereby grant unto Grand Valley Rural Power Lines, Inc., a Colorado corporation (hereinafter called the "Utility") and to its successors or assigns, a perpetual Easement with rights described herein 10 feet in width, for the purpose to construct, operate and maintain a power line or power lines for the distribution of electric energy upon, over, under and across the lands of the Grantor, situated in the County of MESA State of COLORADO and more particularly described as follows:

784 Valley Court and as Mesa County parcel number 2897-361-03-019 (T1N,R2W,SEC36)

With the Easement across said lands described as:

A GENERAL EASEMENT UPON, UNDER AND ACROSS ABOVE DESCRIBED PROPERTY TO ALLOW THE INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRICAL LINES TO THAT PROPERTY. WITH THE EASEMENT BEING 5 FEET EACH SIDE OF THE LINE.

This easement shall carry with it the right of ingress and egress to and from and access on and along said easement, with the right to use existing roads, to construct, repair, remove, replace, reconstruct, inspect, improve, and maintain underground electric distribution lines and communication (licensed joint use) facilities, including cables, conduits, conductors, manholes, transformers, trans closures, junction boxes, street lighting and other devices used in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees/landscaping, brush and other growth on said easement that may interfere with installation, emergency repairs or operation/maintenance of electric equipment.

The Utility shall install the above facilities in the easement with respect to "final grade" existing or established at the time of installation by the Grantor. The Grantor agrees not to modify the grade later over underground or around above grade equipment and is responsible for restoration of "final grade" as necessary.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict, or interfere with the Utilities rights hereunder or disturb Utilities facilities, and no building, structures, shall be erected placed or permitted to remain on said easement without the Utilities review for safety and access consideration.

The Grantor covenants that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned Grantor(s) have set their hands and seal this 5 day of July, 2005.

Monument View, LLC
By: [Signature]
Manager

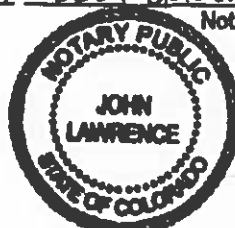
STATE OF COLORADO
COUNTY OF MESA

The above and foregoing instrument was acknowledged before me this 5th day of July, 2005, by John Lawrence

[Signature]
Notary Public

My Commission expires 4/21, 2009 3224 Golden Sun Ave. (Hts) CO 81520.
Notary Address

Sep-00



My Commission Expires 04/21/2009

RECORDER NOTE: POOR QUALITY DOCUMENT
PROVIDED FOR REPRODUCTION

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made effective as of the Effective Date defined below, by and between the following parties who represent that they are the owners of certain real property situate in the City of Grand Junction, County of Mesa, State of Colorado, as designated by street address and Mesa County Tax Schedule Number, to wit:

<u>Owner</u>	<u>Street Address</u>	<u>Tax Schedule Number</u>
World Properties, LLC	786 Valley Ct.	2697-361-03-018
Darter, LLC	784 Valley Ct.	2697-361-03-019

hereinafter referred to as the "Properties".

Recitals

A. The parties to this Agreement desire to convey, to each and every other party to this Agreement, a perpetual and reciprocal easement for ingress and egress purposes in accordance with the terms, covenants and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals above and the mutual agreements, conveyances, covenants and restrictions contained herein, the sufficiency of which is hereby acknowledged, the parties covenant and agree, for themselves and for their respective heirs, successors, representatives and assigns, as follows:

1. Grant of Easement. The parties to this Agreement hereby grant and convey to one another, for their respective benefit and for the benefit of their respective guests, invitees and tenants, a reciprocal, non-exclusive easement to use, for the purposes of vehicular and pedestrian ingress, egress and access, over and across that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "the Access Easement"), to provide ingress and egress to and from Valley Court Street and from and to the Properties. In no event shall any easement herein granted be construed to permit reciprocal parking rights on the Properties.
2. Maintenance. The standard of maintenance to be observed and followed by the parties with respect to the condition of the Access Easement shall be comparable to the standard of maintenance which occurs as of the Effective Date of this Agreement (as hereafter defined). In no event shall any party to this Agreement, or such party's heirs, successors and assigns, cause or permit the construction or installation of any wall, fence or other barrier of any sort which will prevent or impair the use or exercise of the easements herein granted, or the free access and movement of vehicular and pedestrian traffic over and across the Access Easement.
3. Eminent Domain. Nothing herein shall be construed to give either party hereto any interest in any award or payment made to any other party in connection with any exercise of eminent domain proceeding or giving the public or any governmental entity any rights in another party's Property. In the event of any exercise of eminent domain of any part of the Properties, the award attributable to the land and improvements of such portion of the respective Properties shall be payable only to the owner thereof.
4. Indemnification. Each party shall indemnify, defend and hold the other parties harmless from and against any and all claims, liabilities, losses, damages and costs, including reasonable attorneys' fees, and any actions or proceedings in connection therewith, incurred in connection with arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property which may occur in or about the indemnifying party's Property; provided, however, that such obligations of indemnity shall not apply to claims resulting from the negligence, intentional acts or omissions of the indemnified party.

5. **Default.** In the event any party defaults in the performance of any of such party's obligations required to be observed or performed by such party pursuant to this Agreement, the non-defaulting party shall have the right, but not the obligation, upon the expiration of thirty (30) days' written notice to the defaulting party, to cure such default for the account of and at the expense of the defaulting party, provided that the defaulting party has not, prior to the expiration of such 30 day notice period, cured the default or commenced to cure the default and is diligently continuing such efforts to cure the same. Notwithstanding the provisions of the provisions of the preceding sentence, however, in the event of emergency conditions constituting a default hereunder, the non-defaulting party acting in good faith shall have the right to cure such default upon such advance notice as is reasonable possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as reasonably possible thereafter. To effectuate any such cure, the non-defaulting party shall have the right to enter upon the property of the defaulting party to perform any necessary work or furnish any necessary work or furnish any necessary materials or services to cure the default. Any and all reasonable costs and expenses of any proceedings at law or in equity, including any reasonable attorneys' fees, shall be assessed against and paid by the defaulting party.

6. **Covenants Running with Land.** The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and assigns, including, without limitation, all subsequent owners of either of the Properties, and all persons claiming under them. This Agreement, and the easements, covenants, conditions and restrictions contained herein, may be modified, amended, cancelled or terminated only by an instrument in writing signed by the then owners of fee simple title to the Properties and recorded in the office of the Mesa County Clerk and Recorder.

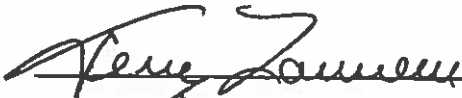
7. **Entire Agreement.** This Agreement supercedes all agreements previously made between the parties relating to its subject matter.

8. **Notices.** All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the other party(ies) at receiving party's last known address.

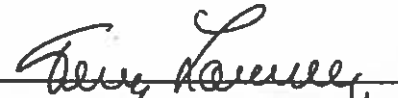
9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

10. **Effective Date.** The Effective Date of this Agreement shall be the date that all parties have duly executed this Agreement in the presence of a Notary Public. This Agreement shall not be recorded until the Effective Date has occurred.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement.



Terry Lammie
Darter, LLC.



Terry Lammie
World Properties, LLC

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of September, 2004, by
Terry Lawrence, PARTER LLC AND WORLD PROPERTIES, LLC

My commission expires: My Commission Expires
Witness my hand and official seal 07/20/2008

K Blood
Notary Public



State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by
_____.

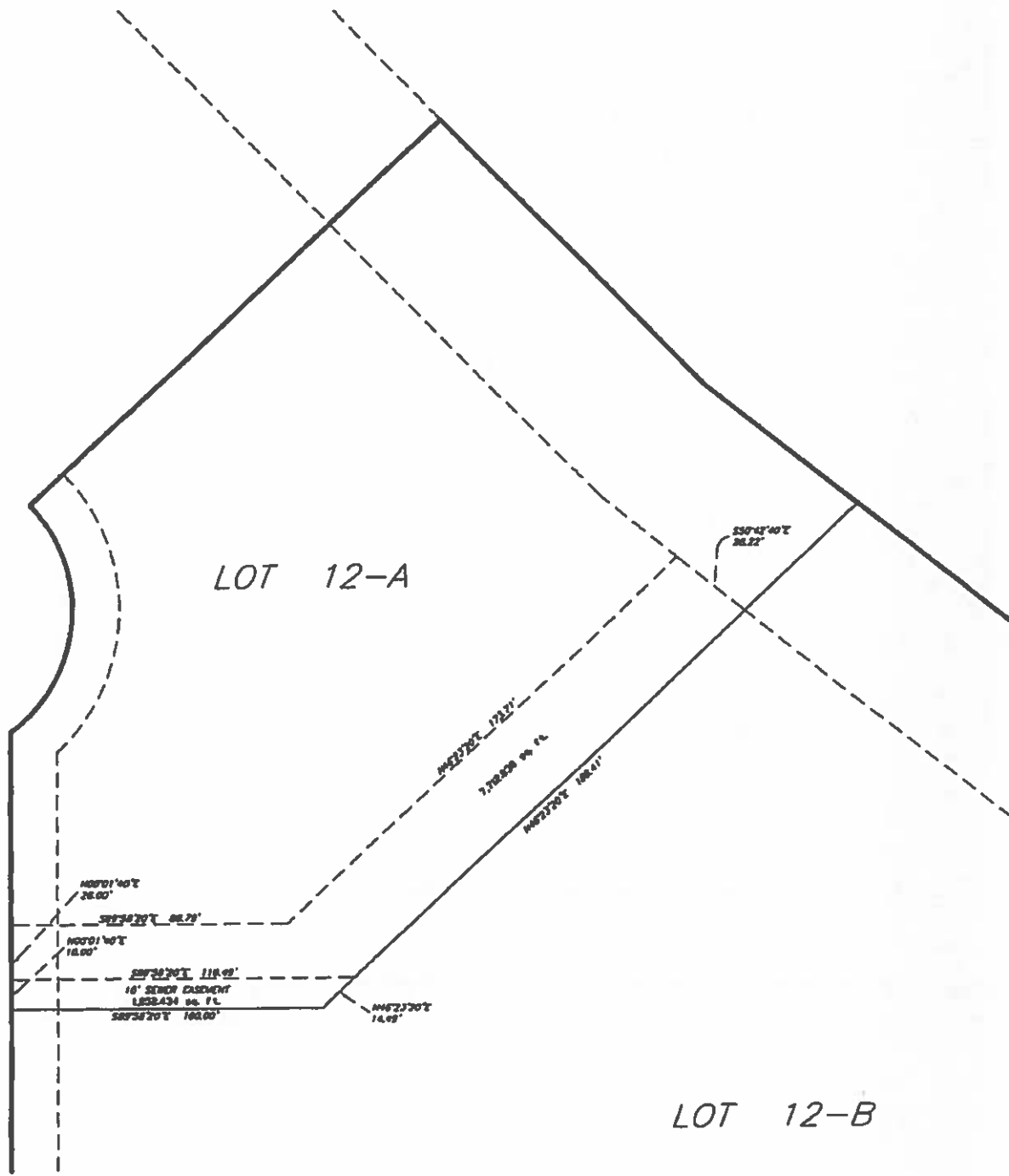
My commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT A

A 28 foot wide ingress/egress easement situated in Lot 12-A of Replat Lot 12 Valley West Filing No. Three as recorded in Plat Book 13 at Page 266 in the Mesa County Records, in the Northeast $\frac{1}{4}$ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, Mesa County, Colorado being more particularly described as follows:
Beginning at the southwest corner of said Lot 12-A the basis of bearing being $S89^{\circ}58'20''E$ along the southerly line of said Lot 12-A;
Thence $S89^{\circ}58'20''E$ along said southerly line a distance of 100.00 feet;
Thence $N46^{\circ}23'20''E$ along said southerly line a distance of 188.41 feet;
Thence $N50^{\circ}42'40''W$ a distance of 28.22 feet;
Thence $S46^{\circ}23'20''W$ a distance of 173.72 feet;
Thence $N89^{\circ}58'20''W$ a distance of 88.78 feet to the west line of said Lot 12-A;
Thence $S00^{\circ}02'40''W$ along said west line a distance of 28.00 feet to the Point of Beginning. Said easement contains 7713 square feet more or less.

This description was prepared by:
Steven L. Hagedorn PLS 24306
118 Ouray Ave.
Grand Junction, CO 81501



Division: Western

Easement Location: 784 Valley Court
Grand Junction, CO (Electirc Distr.)

ROW Agent: Dennis Hansen

Description Author: Dennis R. Shellhorn
Author Address: Grand Jct., CO

PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1225-17th Street, Denver, Colorado, 80202-5533, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in Lot 12-B, Replat of Lot 12 Valley West Filing No. Three, situated in the NE¼ of Section 36, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado, the easement being described as follows:

SEE EASEMENT DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

The easement is Ten (10) feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this 11th day of ~~January~~, 2006.
February

GRANTOR:

Monument View, LLC

Arthur Pastel

colorado
STATE OF ~~NEVADA~~)
Mesa) S
COUNTY OF ~~CLARK~~)

The foregoing instrument was acknowledged before me this 11th day of February, 2006 by:
Arthur Pastel, Managing Partner of Monument View, LLC

Witness my hand and official seal.



My commission expires:

My Commission Expires 04/21/2009

Notary Public

EASEMENT DESCRIPTION

A ten foot wide easement across Lot 12-B, Replat of Lot 12 Valley West Filing No. Three, in the County of Mesa, State of Colorado; said easement lying five feet each side of the following described centerline:

Beginning at a point on the east line of an existing fifteen foot utility easement adjoining the west line of said Lot 12-B, whence the southwest corner of said Lot 12-B bears South 05°58'15" West, a distance of 144.87 feet;

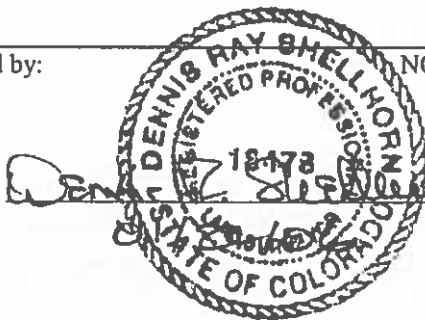
Thence North 89°58'10" East, a distance of 98.72 feet;

Thence South 80°10'18" East, a distance of 47.55 feet;

Thence South 89°55'10" East, a distance of 310.14 feet to the East line of said Lot 12-B, the Point of Termination of the centerline herein described.

The sidelines of said easement shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

This description was prepared by:
Dennis R. Shellhorn
Colorado P.L.S. 18478
529 25 1/2 Road, Suite 210
Grand Junction, Colorado

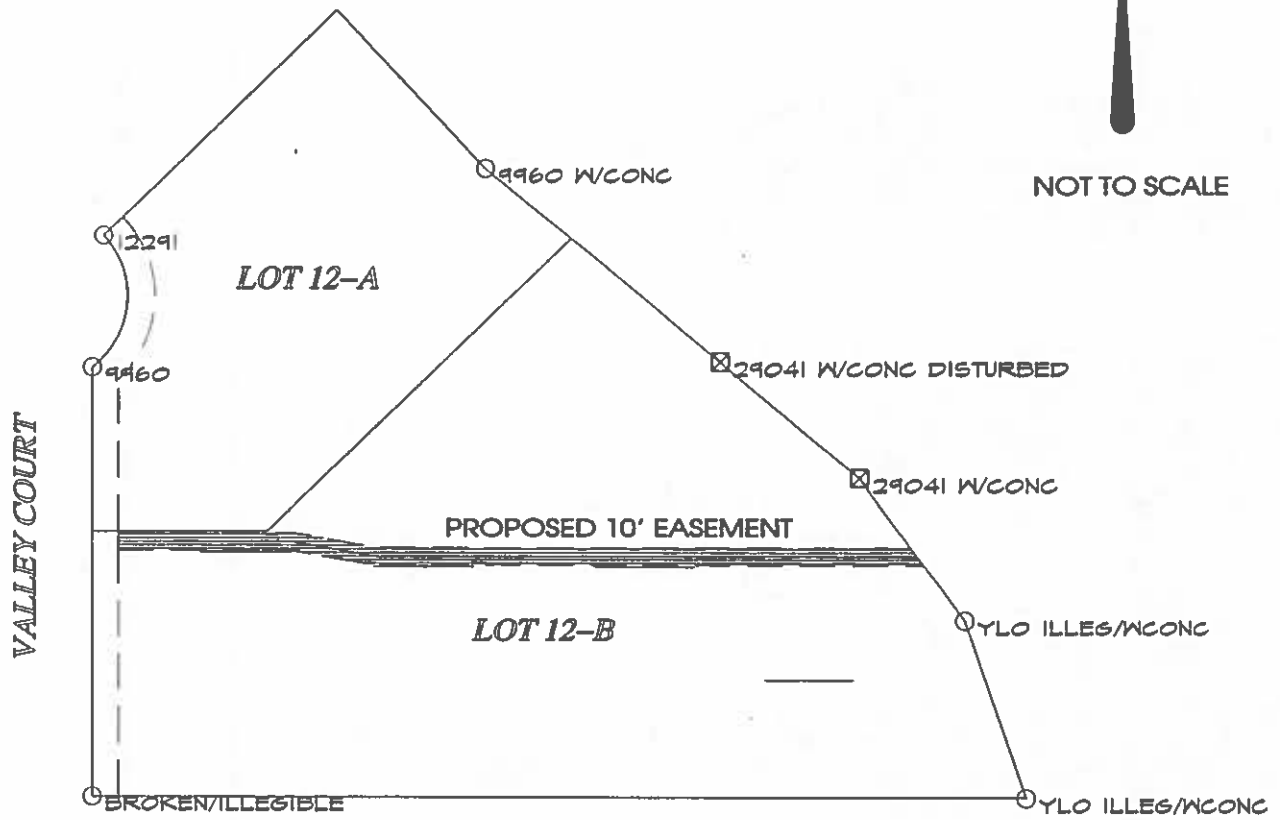


NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

EASEMENT EXHIBIT



NOT TO SCALE



 **Xcel Energy**SM
PUBLIC SERVICE COMPANY

STATEMENT OF AUTHORITY

(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity ¹ named **Monument Park Condominium, Inc.**

ASSOCIATION

2. The type of entity is a non-profit corporation.

3. The entity is formed under the laws of State of Colorado.

4. The mailing address for the entity is: 786 Valley Court, Grand Junction, CO 81505.

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Art Pastel, President

6. The authority of the foregoing person to bind the entity is not limited as follows ²:
N/A.

7. Other matters concerning the manner in which the entity deals with interests in real property: N/A

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.⁴

Executed on March 13, 2006.

MONUMENT PARK CONDOMINIUM, INC.

By:



Art Pastel

¹ This form should not be used unless the entity is capable of holding title to real property.

² The absence of any limitation shall be *prima facie* evidence that no such limitation exists.

³ The statement of authority must be recorded to obtain the benefits of the statute.

⁴ Strike if not applicable.

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 13th day of March, 2006, by Monument Park Condominium, Inc., by Art Pastel.

WITNESS my hand and official seal.

My commission expires:

4-21-09.




Notary Public

My Commission Expires 04/21/2009

2297498 BK 4079 PG 412-432
01/20/2006 04:00 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$105.00 SurChg \$1.00

**DECLARATION -
MONUMENT PARK CONDOMINIUM**

This DECLARATION - MONUMENT PARK CONDOMINIUM is made and entered into effective the 16 day of December, 2005, by and between the undersigned, being all the owners of record of the real property described therein.

WITNESSETH:

Pursuant to the provisions of the Colorado Common Interest Ownership Act, §38-33.3-101, *et. seq.*, C.R.S., the undersigned wishes to provide for the creation of common elements and condominium unit space on the real property described below.

The undersigned, therefore, states as follows:

**ARTICLE I
RECITALS AND CERTAIN DEFINITIONS**

Section 1.1 The Real Property. The undersigned are the owners of certain real property located in Mesa County, Colorado, hereinafter referred to as the "Real Property," to-wit:

Lot 12B, Replat of Lot 12, Valley West Filing No. Three
784 Valley Court
Grand Junction, CO 81505

Section 1.2 Intention of Owners. The Owners intend to provide for condominium ownership of the Real Property under the Colorado Common Interest Ownership Act §38-33.3-101, *et. seq.*, C.R.S., and to define the character, duration, rights, obligations and limitations of condominium ownership in Monument Park Condominium and for such purpose execute this Declaration - Monument Park Condominium hereinafter referred to as "Declaration."

Section 1.3 The Project. The Owners have prepared a Condominium Map of the surface of the ground of the Real Property, together with diagrammatic floor plans of the buildings and other improvements erected thereon, showing elevations. Each Building, as herein defined, is lettered consecutively on such plans. Each area designated as a Building on the Condominium Map without an attached floor plan is subject to a supplemental condominium map upon the completion of improvements. The term "Project" shall collectively mean the Real Property and all buildings and other improvements located or to be located on the Real Property.

Section 1.4 Type of Ownership. This condominium ownership project will provide a means for ownership in fee simple of individual air space units and for co-ownership with others, as tenants in common, of Common Elements, as herein defined.

ARTICLE II ADDITIONAL DEFINITIONS

Section 2.1 "Association" means the Monument Park Condominium, Inc., a Colorado nonprofit corporation, its successors and assigns.

Section 2.2 "Building" means the five (5) buildings to be constructed on the Real Property.

Section 2.3 "Common Elements" means all of the Project except all Units located within each Building.

Section 2.4 "Condominium Map" means a plat or survey, or any supplement or amendment thereto, of the Real Property, showing a survey and legal description thereof, the location of each Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit, together with Unit numbers identifying the Units, including horizontal and vertical locations and dimensions of the Building, together with such other information as may be included thereon.

Section 2.5 "Condominium Unit" means a Unit together with an equal undivided interest in the Common Elements. Each Condominium Unit shall be allocated an equal undivided interest in the Common Elements and shall be subject to assessment of the common expenses of the Condominium Association. There shall be a maximum of sixteen (16) Condominium Units.

Section 2.6 "General Common Elements" means all Common Elements except all Limited Common Elements. General Common Elements are not subject to partition.

Section 2.7 "Limited Common Elements" means those Common Elements designated herein and on the Condominium Map for exclusive use by Owners of particular Condominium Units, as that term is herein defined. Limited Common Elements are not subject to partition.

Section 2.8 "Mortgage" means any mortgage, deed of trust, or other security interest by which a Condominium Unit or any part thereof is encumbered.

Section 2.9 "Mortgagee" means any person named as the mortgagee or beneficiary under any mortgage under which the interest of any Owner is encumbered.

Section 2.10 "Owner" means any person or entity at any time owning a Condominium Unit; the term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.11 "Unit" means an individual air space Unit consisting of enclosed rooms occupying all or part of a floor in a Building bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof as shown and lettered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained. Notwithstanding such markings, the following are not part of a Unit: bearing walls, floors and roofs (except for the interior surface thereof, if a perimeter wall, floor or ceiling), foundations, shafts, and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements, as herein defined. Further, the Owners adopt and incorporate by this reference the definition of Unit set forth at §38-33.3-202, C.R.S. The maximum number of Units to be created is sixteen (16).

ARTICLE III STATEMENT OF INTENTION AND PURPOSE

The Owners hereby declare that the Project and every part thereof is held and shall be held, conveyed, devised, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration and the Colorado Common Interest Ownership Act, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Owners and their assigns and to all persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained. The original Declarant, reserves the right to supplement the Condominium map upon completion of construction of an additional Building or Buildings.

ARTICLE IV PREPARATION AND FILING OF THE CONDOMINIUM MAP

Section 4.1 Preparation. The Condominium Map or any supplement thereof, shall be completed only after the portion of the Project depicted thereon has been substantially completed so that all points to be located thereon will reflect the true location of each Unit and of the Common Elements, as built.

Section 4.2 Filing. The Condominium Map and all supplements thereto shall be filed for record in the real estate records of the County Clerk and Recorder of Mesa County, Colorado.

ARTICLE V
NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.

Section 5.1 Estates of an Owner. The Project is divided into Condominium Units, each consisting of a separate fee simple interest in a Unit and an equal undivided fee simple interest in the Common Elements. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The undivided interest in the Common Elements appurtenant to each Unit shall equate the total number of Units divided into 1. For example, if the initial Condominium Map shows four (4) Units, each Unit will have a 25% interest in the Common Elements. The percent of undivided interest ownership shall be recalculated upon the recording of each supplemental map. Each Owner irrevocably appoints the Association as the Owner's true and lawful attorney in fact in such Owner's name, place and stead for the purpose of executing any supplemental condominium maps and/or amendments to this Declaration. Acceptance by a grantee of a deed to a condominium unit shall constitute appointment of the Association as the grantee's attorney in fact for the purposes herein set forth.

Section 5.2 Right to Combine Condominium Units. Condominium Units shall not be physically combined without first obtaining written permission of the Association, hereafter defined. Such combination shall not affect the designation nor prevent separate ownership of such Units in the future. Any walls or other structural separation between combined Units, or any space which would be occupied by such structural separation but for the combination of Units shall remain Common Elements. Alterations to walls or other structural separations shall not alter the bearing capabilities of such structures and shall not adversely affect other Owners. The combination of Units shall not be effective for any purpose until a supplemental Condominium Map shall be filed and recorded respectively in the Office of the Clerk and Recorder of Mesa County, Colorado. All costs of the preparation and filing of supplemental Condominium Maps shall be paid by the Owner combining the Units.

Section 5.3 Limited Common Elements. A portion of the Common Elements may be set aside and reserved for the exclusive use, management, control, operation, maintenance, repair and improvement of and by the individual Owners, as shall be designated on the Condominium Map for the use by a Unit or Units.

Section 5.4 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Colorado including, but without limitation, joint tenancy or tenancy in common.

Section 5.5 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements appurtenant to such Unit shall always be conveyed, devised, encumbered, and

otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Condominium Unit or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Condominium Unit together with all appurtenant rights created by law or by this Declaration.

Section 5.6 Partition Not Permitted. The Common Elements shall be owned in common by all the Owners of Condominium Units, and no Owner may bring any action for partition thereof.

Section 5.7 Owner's Rights to Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Elements subject to the terms and conditions of the Valley West Subdivision Declaration of Covenants, Conditions and Restrictions as recorded in the Mesa County Records.

Section 5.8 Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, carpet, drape, wax, paper or otherwise finish or refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit.

Section 5.9 Easements for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit or Units, an easement for such encroachment and/or the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. If any part of the utilities such as gas or electric metering devices shall encroach upon the General, Limited Common Elements or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 5.10 Easements for Access for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owner of other Units shall have the irrevocable right, to be exercised by the Association, hereafter defined, as their agent, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, emergency, repair or replacement of any of the Common Elements or as a result of the Association or of Owners shall be an expense of the Association; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article X.

Section 5.11 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for normal access to his Unit and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium Unit.

Section 5.12 Association's Right to Use of Common Elements. The Association shall have a non-exclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration. The Association shall have the use of those areas marked on the Condominium Map for Association use.

Section 5.13 Easements Deemed Created All conveyances of Condominium Units hereafter made, whether by the Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Section 5.9 through 5.13, inclusive, above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

Section 5.14 Ad Valorem Taxation. As soon as possible after the Condominium Map, if such map depicts Units, shall have been filed for record in Mesa County, Colorado, the original Declarant shall deliver a written notice to the Assessor of Mesa County, Colorado, as provided by law, setting forth the descriptions of the Condominium Units so that each Condominium Unit shall be assessed separately thereafter for all taxes, assessments and other charges of the State of Colorado or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium Unit.

Section 5.15 Parking. The parking lot and all parking spaces are either General Common Element or Limited Common Element as designated on the Condominium Map. Based upon existing zoning the use of all Condominium Units is based upon single level improvements and parking requirements at one (1) parking unit per 300 square feet of office space and one (1) parking unit per 1,000 square feet of warehouse space. No use will be allowed which requires a larger amount of parking without the prior written approval of the Association.

ARTICLE VI CONVEYANCE AND DESCRIPTION OF A CONDOMINIUM UNIT

Every purchase contract for the sale of a Condominium Unit written prior to the filing for record of the Condominium Map shall be effective and binding on the parties thereto if it described a Condominium Unit by its identifying Unit number, and states that such Condominium Unit will have an undivided interest in the Common Elements appurtenant thereto, as such Condominium Unit and appurtenant Common Elements shall be designated on the Condominium Map to be filed for

record in Mesa County, Colorado, and such description shall conclusively be presumed to relate to the corresponding Unit reflected thereon.

After the Condominium Map shall have been filed for record in Mesa County, Colorado, every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the letter shown on the Condominium Map with the appropriate reference to the Condominium Map and to this Declaration, as each shall appear on the records of the County Clerk and Recorder of Mesa County, Colorado in the following fashion:

Condominium Unit _____ as shown on the Condominium Map for Monument Park Condominium appearing in the records of the County Clerk and Recorder of Mesa County, Colorado, Reception No. _____, and as defined and described in the Declaration - Monument Park Condominium, appearing in such records at Book _____, Page _____.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Elements, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitation on such ownership as described in this Declaration.

ARTICLE VII MECHANIC'S LIEN RIGHTS

No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create any rights to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Condominium Unit, or any part thereof, of any other Owner for labor performed or for materials furnished in work on the first Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtaining discharge of the lien. Such collection shall be made by a special assessment pursuant to Article X.

ARTICLE VIII THE ASSOCIATION

Section 8.1 Membership. Every Owner shall be entitled and required to be a member of the Association, a Colorado non-profit corporation, which Association has been organized and made effective. If title to the Condominium Unit is held by more than one person, the membership related to that Condominium Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium Unit is held. An Owner shall be entitled to one membership for each Condominium Unit owned by him. No person or entity other than an Owner may be a member of the Association and the memberships in the Association may not be transferred except in connection with the transfer of a Condominium Unit; provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium Unit.

Section 8.2 Voting Rights. The Association shall have one class of membership. Each membership shall be entitled to one vote.

Section 8.3 Board of Directors. The Owners shall elect the members of the Board of Directors. In all elections for Directors, cumulative voting shall not be allowed.

Section 8.4 Transfer; Delegation. Except as otherwise expressly stated herein, any of the rights, interests, duties, functions and obligations of the Association set forth herein or reserved herein may be transferred, assigned, or delegated to any other person or entity; provided, however, that no such transfer, assignment or delegation shall relieve the Association of any of the obligations set forth herein. Any such transfer, assignment or delegation shall not revoke or change of any of the rights or obligations of any Owners as set forth herein. Such delegations may be to a manager of the Project, provided, that any such delegation to a manager of the Project shall be revocable by the Association.

Section 8.5 Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE IX CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 9.1 The Common Elements. The Association shall be responsible for the maintenance and repair of the General Common Elements and the exteriors of any Limited Common Elements and exterior of Units in the event the Owners of such Units, and appurtenant Limited Common Elements, shall fail to maintain or repair the same as provided in Section 11.4 hereof. The cost of maintenance and repair shall be borne as provided in Article X. General Common Element

maintenance shall include, but not be limited to, weed and dust/mud control measures to prevent violation of applicable laws and ordinances.

The Association shall have the right to grant easements for utility purposes over, upon, under or through any portion of the Common Elements, and is hereby irrevocably appointed as attorney in fact for each Owner for such purpose.

Section 9.2 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may arrange to furnish snow removal or other common services to each Unit. The cost of such services shall be borne as provided in Article X.

Section 9.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of Owners and invitees tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners equally. Such interests shall not be transferable except with the transfer of a Condominium Unit. A transfer of a Condominium Unit shall transfer the ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner of a Unit and his invitees may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners of Units. The transfer of title to a Condominium Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium Unit.

Section 9.4 Rules and Regulations. The Association may make and Owners shall comply with rules and regulations governing the use of the Units, Common Elements and personal property for Common use, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 9.5 Rights. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with any obligation of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such obligations or to obtain damages for non-compliance, all to the extent permitted by law. The Association may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X ASSESSMENTS

Section 10.1 Agreement to Pay Assessment. The Owners, for each Condominium Unit owned by them within the Project, and for and as the Owner of the Project and every part thereof, hereby covenant, and each Owner of any Condominium Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 10.2 Amount of Regular Assessments. The regular assessments against all Condominium Units shall be based upon an annual budget adopted by the Association to provide for the payment of all estimated expenses arising out of or connected with the performance of the Association purposes. Said estimated expenses may include management fees and expenses; insurance premiums; landscaping and care of General Common Elements; snow removal; General Common Element repairs; replacements and maintenance; except for heating, cooling, duct work and services thereto serving an individual Unit only; wages for Association employees; commonly metered or billed utility services; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Adoption of the annual budget shall require the consent and approval of a majority of the members.

Section 10.3 Apportionment of Expenses. Any expenses assessed pursuant hereto against any Owner shall be assessed to all Owners in proportion to their fractional ownership interest in and to the General Common Elements. However, in the event the Association determines, in its sole discretion, that the operation and maintenance of individual Limited Common Elements has created disproportionate expense, such expense shall be specially assessed to the Condominium Unit Owner having exclusive use of such Limited Common Element.

Section 10.4 Notice of Regular Assessments and Time for Payment. Assessments may be made on a calendar month, quarter or year basis as the Association may select. The Association shall give written notice to each Owner as to the amount of the assessment with respect to his Condominium Unit within thirty (30) days of the determination and levy of such assessment. Such assessment shall be due and payable on or before ten (10) days following receipt of the notice of assessment or, in the event the assessment shall be paid monthly, on or before the 10th day of each month. Each assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within ten (10) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability

of the Owner of any Condominium Unit for such assessment, but the date when payment shall become due in such a case shall be ten (10) days after such notice shall have been given.

Section 10.5 Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy a special assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto against all Owners shall be assessed to all Owners equally. Any amounts assessed pursuant hereto against less than all of the Owners shall be assessed to such Owners, equally. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty days after such date.

Section 10.6 Lien for Assessments. All sums assessed to any Condominium Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Condominium Unit, except only for: Valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority. All other lienors acquiring liens on any Condominium Unit after the Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed by the Association and may be recorded in the office of the County Clerk and Recorder of Mesa County, Colorado. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Colorado. In any such foreclosure, the Owners shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium Unit which shall become due during the period of foreclosure. The Association shall have the right

and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, encumber and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the Mesa County, Colorado real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Condominium Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association may report to any encumbrancer of a Condominium Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10.7 Personal Obligation of Owner. The amount of any assessment against any Condominium Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his Condominium Unit.

Section 10.8 Statement of Account. Upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium Unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statements. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty-day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquired the Condominium Unit.

**ARTICLE XI
USE OF CONDOMINIUM UNITS**

Section 11.1 Business. Each Unit shall be used for purposes consistent with the allowed uses set forth in the City of Grand Junction zoning ordinance.

Section 11.2 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would result in a violation of the restrictive covenants or which would result in the cancellation of the insurance on the Project or any part thereof or which would result in an increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 11.3 Household Pets. No more than two (2) pets shall be allowed in each Unit. The raising, breeding or keeping of any animal, fowl or reptile for commercial purposes is prohibited. All pets shall be subject to compliance with the rules and regulations adopted by the Association.

Section 11.4 Maintenance of Units and Limited Common Elements. Each Owner shall keep the interior and exterior of his Unit, including without limitation, interior and exterior walls, windows, glass, ceilings, floors, permanent fixtures, roof and shingles, patios and appurtenances thereto, and Limited Common Elements appurtenant to such Unit, in a clean, sanitary and attractive condition, and in a good state of repair free from the accumulation of trash or debris and deterioration. Parking spaces designated as Limited Common Element shall be maintained by the Association in conjunction with the maintenance of the parking lot.

Section 11.5 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Elements shall be done by any Owner without the prior written consent of the Association.

ARTICLE XII INSURANCE

Section 12.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all time the following insurance coverage provided by companies duly authorized to do business in Colorado. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

a. Property Insurance. The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction resulting from the perils against which such insurance is obtained, all in the manner in which a corporation owning similar buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

b. Liability Insurance. The Association shall purchase broad-form Comprehensive General Liability coverage in such amounts and in such forms as it deems advisable. Coverage shall be written on an occurrence basis and may include, without limitation, liability for personal injury, water damage, contractual obligations, operations of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

c. Worker's Compensation and Employer's Liability Insurance The Association may purchase Worker's Compensation and Employer's Liability Insurance and all other similar insurance in respect of employees of the Association in the amounts and in the forms now or hereafter required by law as it deems necessary.

d. Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 12.2 Owner's Responsibility. Insurance coverage on the furnishings and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting for the Association, with respect to the Common Elements shall be the responsibility of the respective Owners.

Section 12.3 Form. The property insurance obtained by the Association shall be carried in a form or forms naming the Association in the insurance, as trustee for the Owners. Such policy or policies also shall provide that it or they cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner, and to each Mortgagee. On request, the Association shall furnish each Owner a true copy of such policy or certificate identifying the interest of the Owner. All policies of insurance shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of an event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Liability insurance shall name the Association the insured, as Trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the project.

Section 12.4 Insurance Proceeds. The Association shall receive the proceeds of any property insurance payments received under policies obtained by it and maintained by it pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Elements. The extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed to each of the Owners thereof in accordance with their respective interest therein, with joint payments being made to the Owner and the Mortgagees where the Association has written notice of the existence of a Mortgage. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

ARTICLE XIII CASUALTY DAMAGE OR DESTRUCTION

Section 13.1 Affects Title. Title to each Condominium Unit is hereby made subject to the terms and conditions hereof, which bind all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired his Condominium Unit.

Section 13.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful agent in their name, place and stead for the purpose of dealing with

the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of deed from any Owner shall constitute appointment of the attorney in fact herein provided.

Section 13.3 General Authority of Association. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance of the Association collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners representing an aggregate ownership interest to seventy-five percent (75%) or more of the Units, and all Mortgagees agree not to rebuild.

In the event any such Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the Units, excluding Units owned by the Association, are in agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under Article X of this Declaration.

Section 13.4 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain reliable and complete estimates of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 13.5 Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in accordance with the original plans or may be in accordance with any other plans and specifications the Association may approve. The location of the Building shall be substantially the same as prior to the damage or destruction.

Section 13.6 Funds for Reconstruction. If the proceeds of any insurance collected are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article X hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such special assessment shall be allocated and collected and provided in that Article. Further, levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 13.7 Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 13.6 constitute a fund for the payment of cost or repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made, or would have made had there been an assessment(s), pursuant to Section 13.6 of this Declaration.

Section 13.8 Decision Not to Rebuild. If the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the Units, excluding Units owned by the Association, and all holders of mortgages on Condominium Units agree not to rebuild, the Project shall be sold and the proceeds distributed in the same manner herein provided in the event of sale of obsolete Units, as set forth in Section 14.4.

ARTICLE XIV OBSOLESCENCE

Section 14.1 Adoption of a Plan. The Owners may adopt a written plan for the renewal and reconstruction of the Project, which plan shall have the unanimous approval of all Mortgagees of record at the time of the adoption of such plan. Such plan shall be recorded in the Mesa County, Colorado real estate records.

Section 14.2 Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as special assessments against their respective Condominium Units. These special assessments shall be levied in advance pursuant to Article X hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction, the excess shall be returned to the Owners by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

Section 14.3 Sale of Obsolete Units. All Owners may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every Mortgagee of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the Articles of Incorporation and Bylaws of the Association, or any amendments or supplements thereto. The sale proceeds shall be apportioned among the Owners, equally, and such proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified

by the Condominium Unit designating and the name of the Owner. From each separate account, the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to lienors in the order of the priority of their liens and the balance remaining to each respective Owner.

In the event any Mortgagee should not agree to the sale of the Project, the Association shall have the option to purchase the Mortgage of such Mortgagee by payment in full of the amount secured thereby if all Owners are in agreement to sell. The Association shall obtain funds for such purpose by special assessments under Article X of this Declaration.

ARTICLE XV CONDEMNATION

Section 15.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 15.2 Proceeds. All compensation, damages, or other proceeds therefrom the sum of which is hereinafter called "Condemnation Award" shall be payable to the Association.

Section 15.3 Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners according to their percentage interest in the Common Elements provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then, in determining such shares, the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable thereafter distribute the Condemnation Award to the parties in the shares so determined, such distribution to be made by checks payable jointly to the respective Owners and their respective Mortgagees.

Section 15.4 Partial Taking. In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements

shall be apportioned among all Owners equally, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings of injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award, the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

Section 15.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership interest in the Common Elements and the vote determined in accordance with the Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in Article XIX hereof.

Section 15.6 Reconstruction and Repair. Any reconstruction and repair necessitated by the condemnation shall be governed by the procedures specified in Article XIII hereof.

ARTICLE XVI REVOCATION OR AMENDMENT TO DECLARATION

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the Condominium Units, and all of the holders of Mortgages on Condominium Units consent and agree to such revocation or amendment by instruments duly recorded.

ARTICLE XVII PERIOD OF CONDOMINIUM OWNERSHIP

The Condominium ownership created by this Declaration and the Condominium Map shall continue until this Declaration and any amendments thereto are revoked in the manner provided in Article XIV (Obsolescence), XV (Condemnation) or Article XVI (Revocation).

**ARTICLE XVIII
MISCELLANEOUS**

Section 18.1 Compliance with Provisions of Declaration and Article of Incorporation and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due, damages or injunctive relief or both, costs and expenses of such proceeding and all reasonable attorney's fees. Such action shall be maintainable by the Association on behalf of the Owners.

Section 18.2 Registration of Mailing Address; Notices. Each Owner shall register his mailing address with the Association and all notices, requests or demands intended to be served upon any Owner, except for budget statements, notices of meeting and other routine notices, shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. Unless otherwise provided herein, budget statements, notices of meetings and other routine notices may be sent by regular mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, requests or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Articles of Incorporation or Bylaws of the Association. All notices, requests or demands to be served on Mortgagees pursuant hereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

Section 18.3 Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have conveyed said interest as provided herein, but the Owner of a Condominium Unit shall have no obligation for expenses or other obligations accruing after he conveys such Condominium Unit.

Section 18.4 Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not effect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall be not affected thereby.

Section 18.5 Statute. The provisions of this Declaration shall be in addition and supplemental to §38-33.3-101, *et seq.*, C.R.S., the Colorado Common Interest Ownership Act of the

2306494 BK 4112 PG 379-381
03/14/2006 12:22 PM
Janice Ward CLK@REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00
DocFee EXEMPT

SUPPLEMENTAL DESCRIPTION TO EASEMENT DEED

The undersigned Grantor under that certain Underground Electric Utility Easement dated January 19, 2006, and recorded January 27, 2006, at Book 4082, Page 773, hereby supplements the legal description of the easement as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, the undersigned Grantor has set its hand and seal this 13th day of March, 2006.

MONUMENT VIEW, LLC, a Nevada limited liability company dba Monument Park, LLC in Colorado

By: Arthur Pastel
Title: Manager

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 13th day of March, 2006, by Monument View, LLC, a Nevada limited liability company dba Monument Park, LLC in Colorado, by Arthur Pastel, its Manager.

Witness my hand and official seal.
My commission expires:

4.21.09.

John Lawrence
Notary Public



My Commission Expires 04/21/2009

EXHIBIT A

Those portions of MONUMENT PARK CONDOMINIUM, situated in the City of Grand Junction, Mesa County, Colorado, as recorded in Book 4097 at pages 409 through 411 of the Mesa County records, being more particularly described as follows:

Commencing at the most northerly corner of said MONUMENT PARK CONDOMINIUM being a found 2" aluminum cap on a #5 rebar stamped "D H Surveys Inc. L.S. 24306, the basis of bearing being S50°42'40"E along the northeasterly line of said MONUMENT PARK CONDOMINIUM, to a found 2" aluminum cap in concrete stamped "Western Eng. L.S. 28041";

thence S23°45'36"E a distance of 155.51 feet to the Point of Beginning;

thence N88°34'04"E a distance of 6.88 feet;

thence S00°58'07"E a distance of 3.42 feet to Point A;

thence S00°58'07"E a distance of 3.38 feet;

thence S88°28'25"W a distance of 1.64 feet to Point B;

thence S88°28'25"W a distance of 4.02 feet to Point C;

thence S88°28'25"W a distance of 1.24 feet;

thence N00°44'54"W a distance of 2.24 feet to Point D;

thence N00°44'54"W a distance of 4.57 feet to the Point of Beginning, together with:

Parcel A: A 10 foot wide strip of land the center line of which begins at the hereinabove described Point A; thence N77°23'50"E a distance of 9.13 feet to the point of terminus of said centerline.

Parcel B: A 10 foot wide strip of land the center line of which begins at the hereinabove described Point B; thence S37°15'10"E a distance of 109.84 feet; thence S24°23'40"E a distance of 13.79 feet to a building foundation. The side lines of said Parcel A to be extended or shortened to terminate at said foundation.

Parcel C: A 10 foot wide strip of land the center line of which begins at the hereinabove described Point C; thence S03°05'37"W a distance of 35.80 feet to a building foundation. The side lines of said Parcel C to be extended or shortened to terminate at said foundation.

Parcel D: A 10 foot wide strip of land the centerline of which begins at the hereinabove described Point D; thence S66°51'42"W a distance of 15.04 feet; thence S87°46'58"W a distance of 28.25 feet to Point E; thence N45°37'37"W a distance of 40.73 feet to a building foundation. The side lines of said Parcel D to be extended or shortened to terminate at said foundation.

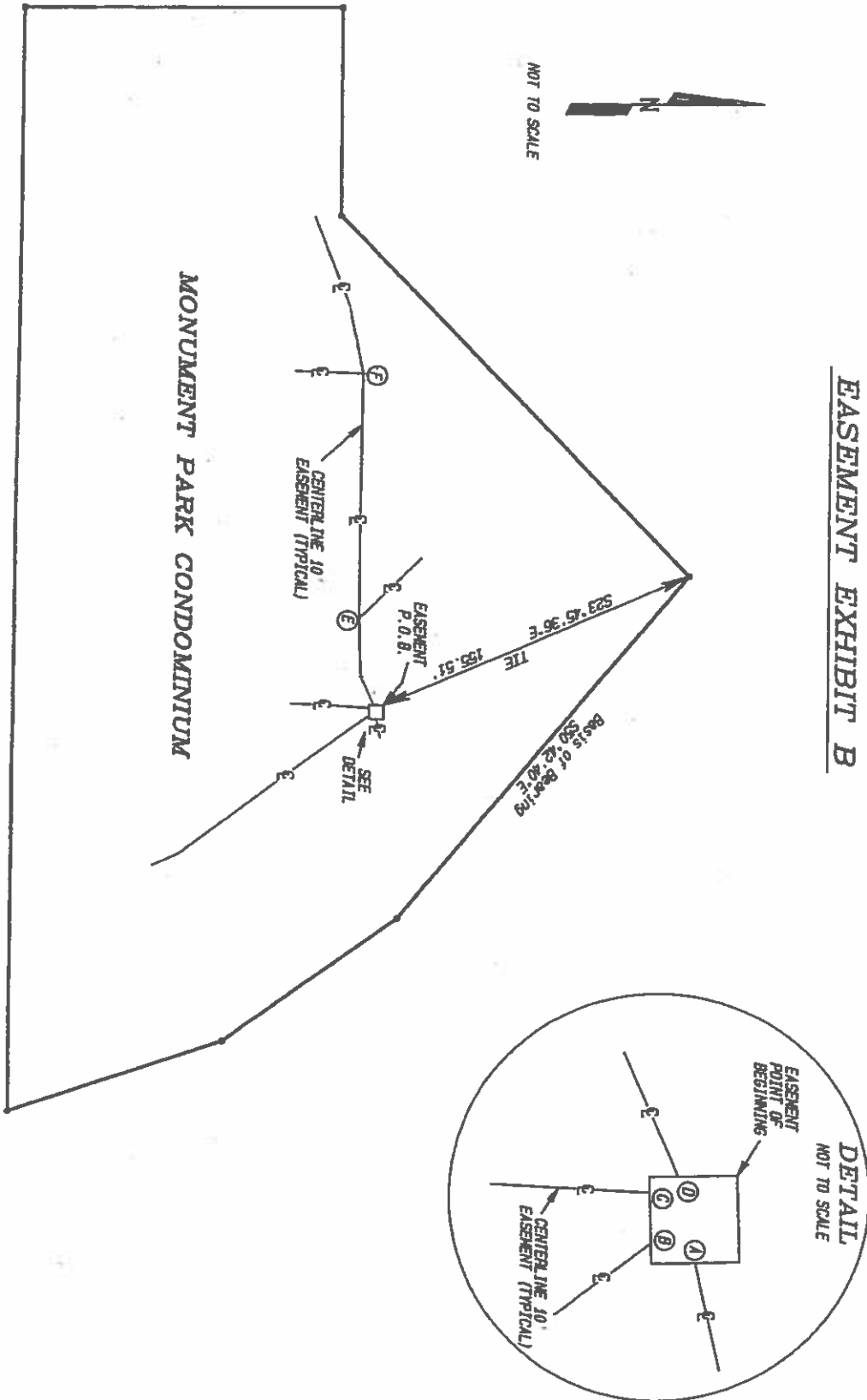
Parcel E: A 10 foot strip of land the centerline of which begins at the hereinabove described Point E; thence N89°52'54"W a distance of 118.19 feet to Point F; thence S02°00'28"W a distance of 31.05 feet to a building foundation. The side lines of said Parcel E to be extended or shortened to terminate at said foundation.

Parcel F: A 10' strip of land the center line of which begins at the hereinabove described Point F; thence S78°33'35"W a distance of 32.94 feet; thence S68°37'28"W a distance of 45.49 feet to a building foundation. The side lines of said Parcel F to be extended or shortened to terminate at said foundation.

This description was prepared by:
Steven L. Hagedorn
Colorado P.L.S. 24306
118 Ouray Ave.
Grand Junction, CO 81501



VALLEY COURT



**FIRST AMENDMENT TO
DECLARATION FOR
MONUMENT PARK CONDOMINIUM**

This FIRST AMENDMENT TO DECLARATION FOR MONUMENT PARK CONDOMINIUM ("First Amendment") is made and executed by MONUMENT VIEW, LLC, a Nevada limited liability company ("Declarant") and MONUMENT PARK CONDOMINIUM, INC., a Colorado nonprofit corporation ("Association") on April 1, 2006.

RECITALS

A. On January 20, 2006, Declarant recorded its Declaration for Monument Park Condominium, in Book 4079, Page 412 of the records of Mesa County, Colorado ("Declaration").

B. Articles I and V of the Declaration provide the right of Declarant and Association to subject additional buildings constructed upon the real property to the provisions of the Declaration for Monument Park Condominium, by filing of record an amendment to the Declaration describing the building to be included under the Declaration.

C. Pursuant to Articles I and V of the Declaration, Declarant and Association, by this First Amendment to the Declaration hereby includes Building E in Monument Park Condominium, and subjects it to the Declaration.

DECLARATION

1. Pursuant to Article I and Article V of the Declaration for Monument Park Condominium, Declarant and Association hereby declare that the real property known as Building E, all as legally described in Exhibit "A" attached hereto, shall become a part of the Property, as that term is defined in the Declaration, and shall be subject to the Declaration for Monument Park Condominium. Declarant has recorded a supplemental condominium map entitled "Monument Park Condominium No. 2", which depicts this expansion, on April 19, 2006, in Plat Condominium Book 4137, Pages 4-6, Drawer No. KK-102, in the records of Mesa County, Colorado.

EXHIBIT "A"
Legal Description

All of MONUMENT PARK CONDOMINIUM as recorded in Book 4079 at Pages 409-411. Reception No. 2297497. of the Mesa County records. EXCEPT Condominium Units A1, A2, and A3.

REVIEWED AFTER RECORDING
BY COMMUNITY DEVELOPMENT

JK
Initials

Return to:

City of Grand Junction
Community Development Dept.

File #: CDP-2006-006

Planner: Scott Peterson

15.00

1.00

3 PF.



CONDOMINIUM MONUMENT PARK (

CERTIFICATION

Monument Park Condominium Association Inc, a Colorado non-profit corporation is the owner of a tract of land situated within the City of Grand Junction, Mesa County, Colorado, being more particularly described as follows:

All of MONUMENT PARK CONDOMINIUM as recorded in Book 4079 at Pages 409 -411, Reception No. 2297497, of the Mesa County records, EXCEPT Condominium Units A1, A2 and A3.

The owners certify that this Condominium Map of Monument Park Condominium No. 2 has been prepared pursuant to the purposes stated in the Declaration for Monument Park Condominium No. 2 as recorded in Book _____ Pages _____ in the Clerk and Recorder's Office of Mesa County, Colorado.

Monument Park Condominium Association Inc.

By: _____

Title: _____

STATE OF COLORADO }
COUNTY OF MESA } ss

The foregoing owner's certificate was acknowledged before me this _____ day of _____ A.D., 2006 by _____

Witness my hand and official seal _____

Notary Public

Address _____

My commission expires _____

State of Colorado
County of Mesa

We, Meridian Land Title, State of Colorado, hereby described property, that Monument Park Condominium that the current taxes have released or record or otherwise are no other encumbrances and right-of-ways of record.

Date: _____

This condominium map in the City of Grand Junction is approved and accepted by the City Manager.

City Manager

I hereby certify that this instrument this _____ day of _____ Reception No. _____

Deputy

LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agrees that its security interest which is recorded in Book 3859 at Page 463 of the public records of Mesa County, Colorado, shall be subordinated to the dedications shown hereon.

WOODS 1992 TRUST

By: _____

Title: Trustee

STATE OF _____ }
COUNTY OF _____ } ss

The foregoing Lienholders Ratification was acknowledged before me this _____ day of _____ A.D., 2006 by _____

Witness my hand and official seal _____

Notary Public

Address _____

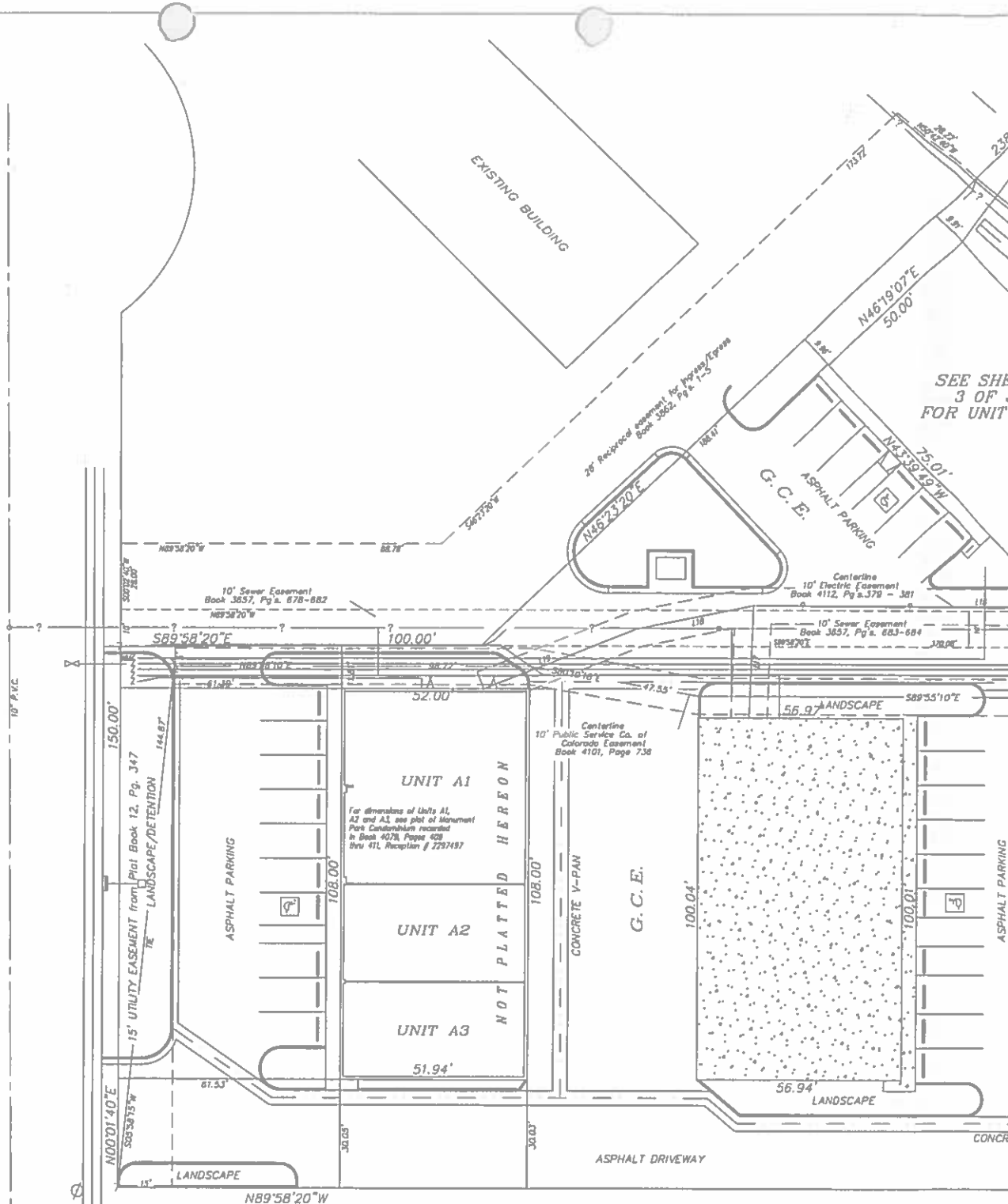
My commission expires _____

Except for the Units will be classified as

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.

VALLEY COURT



SEE SHEET 3 OF 3 FOR UNIT

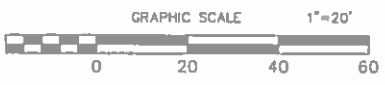
UNIT A1
For dimensions of Units A1, A2 and A3, see plat of Monument Park Condominiums recorded in Book 4078, Pages 428 thru 431, Reception # 7297497

NOT PLATTED HEREON

SURVEYOR'S NOTE

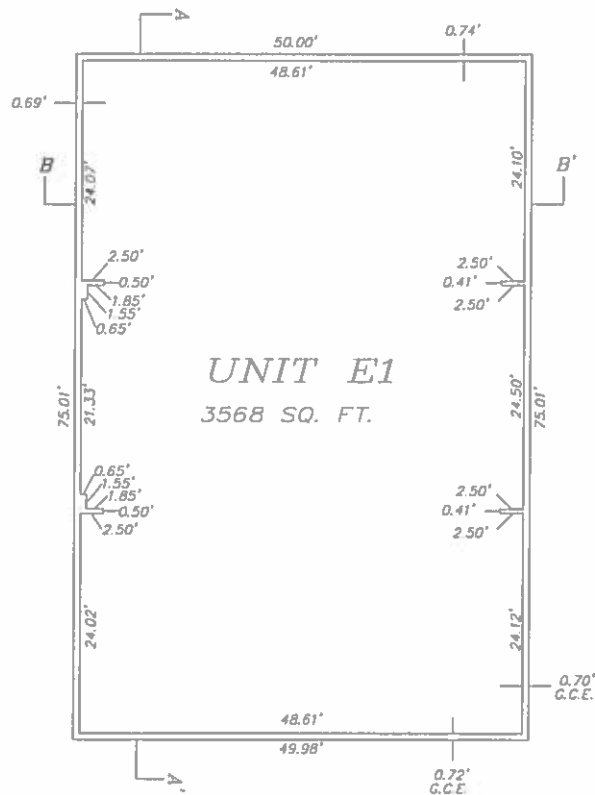
Offset dimensions shown are from property lines to outside face of foundation wall.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 the certification / statement shown hereon.



- 7 SET
- (D)
- (FOU
- WE.
- FOU
- ≠ FIK
- WA
- x PO
- ± TEI
- À GA
- À ELI
- £ T
- Z WM WA
- CO

MONUMENT PARK

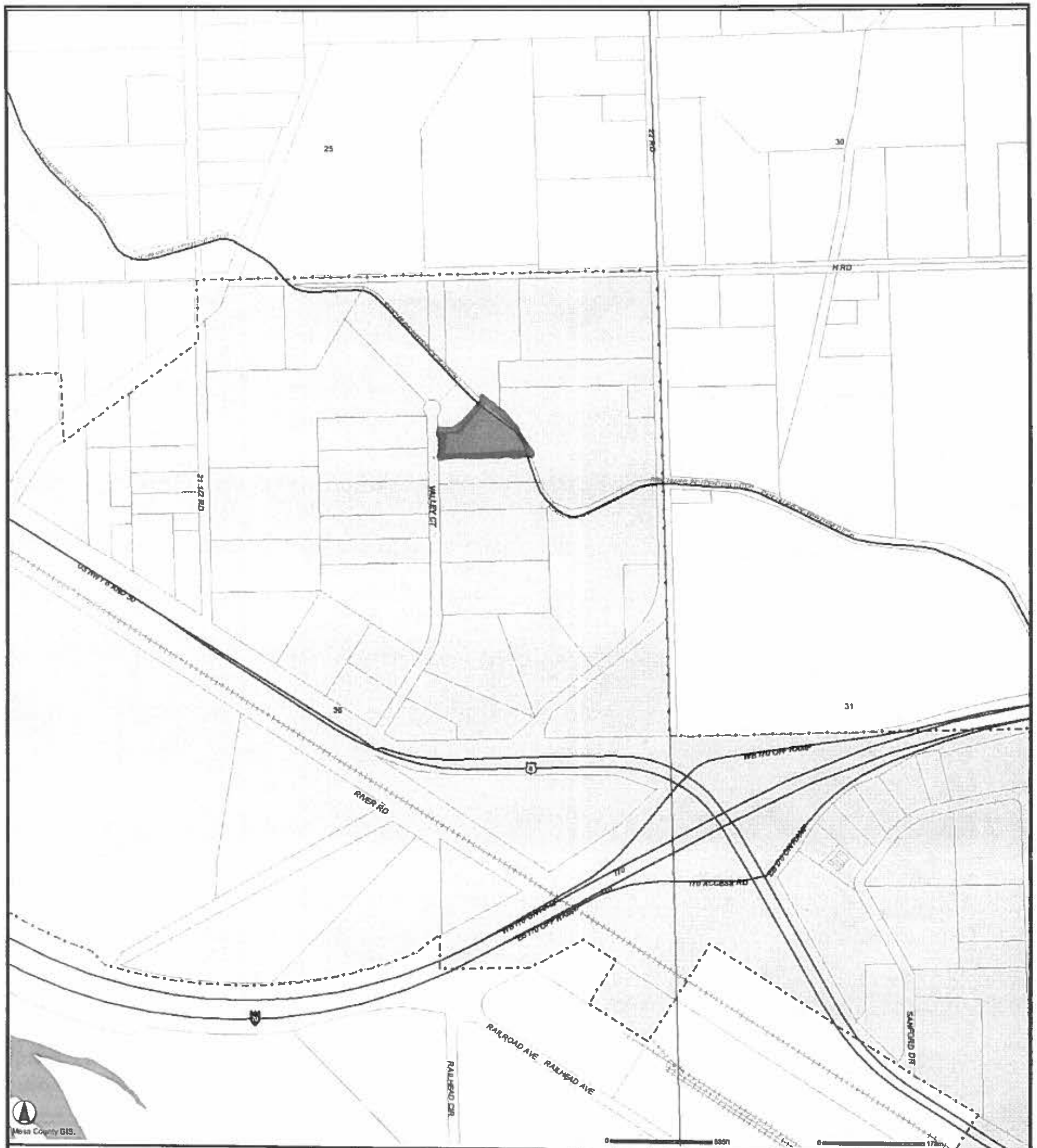



GRAPHIC SCALE



NOTICE: According to Colorado law you must commence any legal action based upon any defect in the 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 this certification/statement shown hereon.







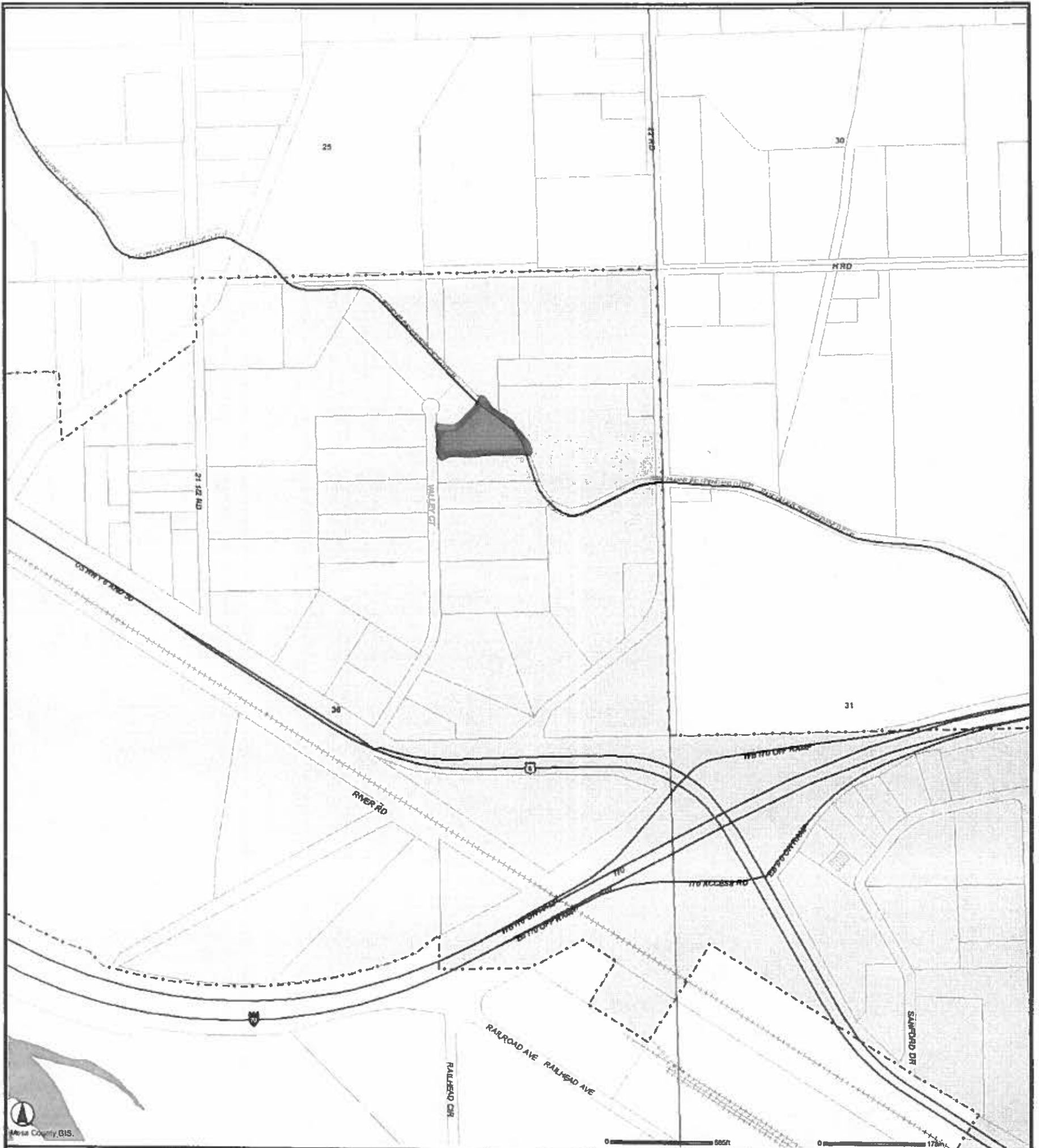
Mesa County GIS
544 Rood Ave.
Grand Junction, CO 81501

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.

LEGEND

<ul style="list-style-type: none"> + Hospitals ★ Police Stations ▲ Fire Stations ⌄ Schools ⚡ State Highways ⚡ Roads 🌊 Lakes ⚡ Canals 	<ul style="list-style-type: none"> ■ Colorado National Monument ▨ BLM Special Areas ▨ Black Ridge Canyons ▨ COLORADO CANYONS NATIONAL CONSERVATION AREA ■ BLM ■ National Forest
--	---

LOCATION MAP



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

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.

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 | |

LOCATION MAP

General Project Report

For

Monument View Park

**Project: Office/Warehouse
Location: 784 Valley Court
Grand Junction CO 81505**

**Owner: Monument View LLC
Art Pastel
8061 Castle Pines Ave.
Las Vegas, NV 89113**

**Prepared By:
Darter LLC
John Lawrence
786 Valley Court
Grand Junction CO 81505**

Parcel # 2697-361-03-019

A. Project Description

The Project, located at 784 Valley Court, is being constructed as an Industrial Park, which consists of 5 office/warehouse buildings. The project is currently in development and we now submitting for Building E condominium plat map. Each building is being broken into individual spaces consisting of a small office space with the remainder being warehouse storage. The ratio of office to warehouse will consist of approximately 20% office and 80% warehouse. The minimum size space in a building is 1404 square feet. The sizes of the buildings are as follows

Building A	5616 Square Feet
Building B	5700 Square Feet
Building C	5700 Square Feet
Building D	3000 Square feet
Building E	3750 Square feet

The total Site acreage is 2.42 acres.

B. Public Benefit

This Project will provide affordable space for new businesses to relocate here and/or existing businesses to expand. In addition, it will provide a greater variety of spaces for businesses to choose from.

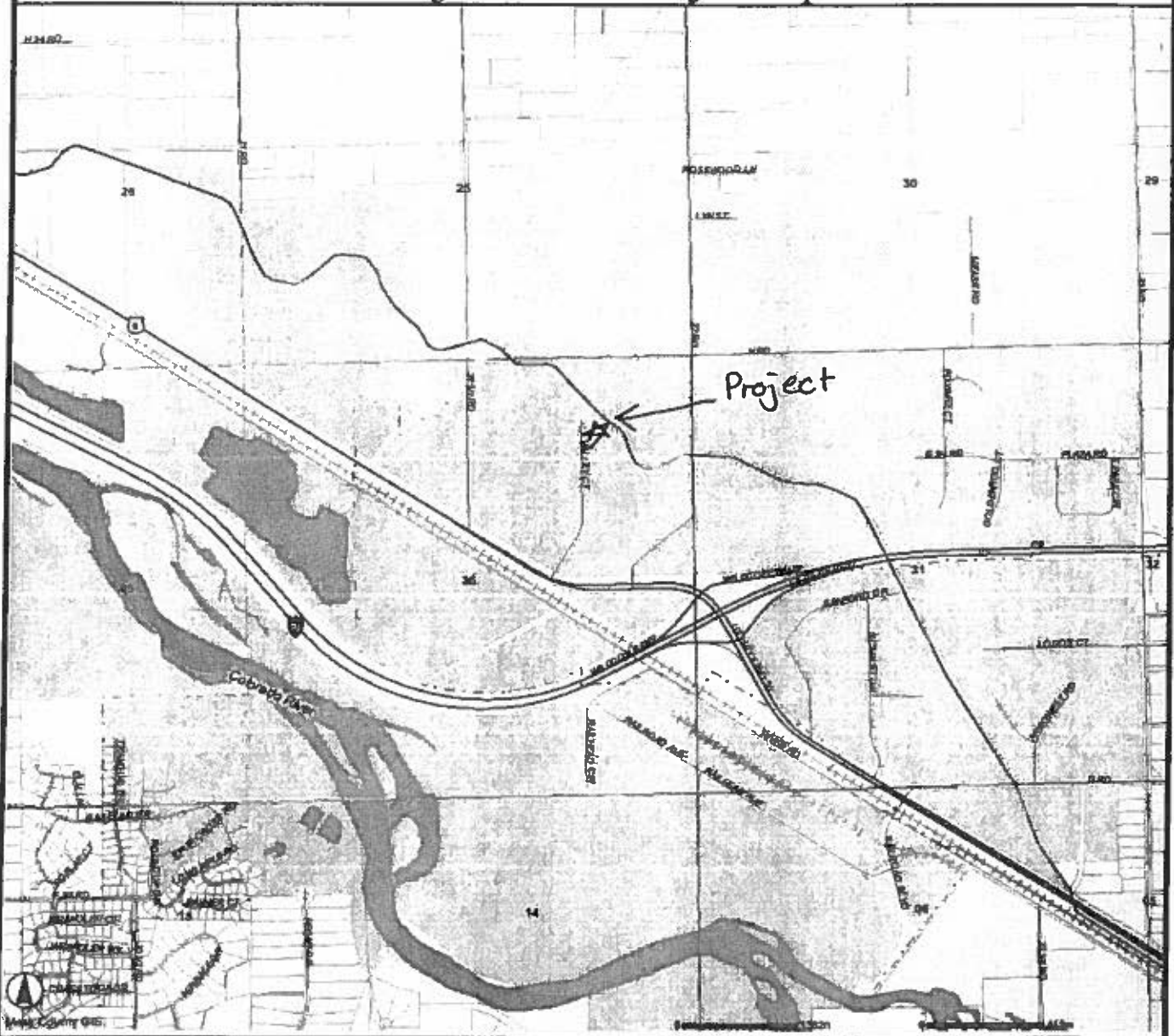
C. Project Compliance

The site is currently zoned Light Industrial. Therefore, this project meets the current zoning requirements. The Condominium Plat checklist is being followed.

D. Schedule and Phasing

Development is underway and should be completed by December 30, 2005. We have poured the foundations for all 5 buildings and have started construction on Buildings A and E. The other 3 buildings will be started within 60 days and will be in construction of all 5 within 6 months. The building A condo plat map is currently in review with the city of Grand Junction.

Project Vicinity Map



City of Grand Junction GIS Sewer Map ©



SCALE 1 : 1,200



RECORD OF DECISION/FINDINGS OF FACT

DATE: April 18, 2006
FILE: CDP-2006-006 – Monument Park Condominium No. 2
LOCATION: 784 Valley Court
PETITIONER: Monument View LLC & Monument Park Condominium, Inc.,
Owners
PLANNER: Scott D. Peterson
REQUEST: Approval of the Condominium Plat for Monument Park
Condominium No. 2
DECISION: **APPROVED** - Administratively

In accordance with Section 2.9 of the Zoning & Development Code, the Condominium Plat for Monument Park Condominium No. 2 has been approved.

If you should have any further questions, please feel free to contact me at (970) 244-1447.



Scott D. Peterson
Senior Planner

Check#: 22682

Date: .4/2006

Vendor#: 203 City of Grand Junction

Invoice#

Job/Description
Bldg E Rc Fee 15016 E3750 2 unit Office W

Balance
46.50

Retain

Discount

This Check
46.50

*Partial mylar also
Monument View Park
4/14/06*

NOTICE OF LAND USE APPLICATION

A Land Use Application for the following has been received. This application does not require a Public Hearing, however, as an adjacent property owner you are invited to comment.

If you have any questions regarding the following request, please contact the Grand Junction Community Development Department at (970) 244-1430.

Objections, concerns, and/or comments about this application should be submitted, in writing, to the Grand Junction Community Development Department, 250 North 5th Street, Grand Junction, CO 81501 no later than

FEB 14 2006

RECEIVED
MAR 01 2006
COMMUNITY DEVELOPMENT
DEPT.

CDP-2006-006 – MONUMENT VIEW PARK – 784 Valley Court
Request approval to construct a 3'000 sq ft office/warehouse building on 2.42 acres in an I-1 (Light Industrial) zone district.
Planner: Scott Peterson

NOTICE OF LAND USE APPLICATION

A Land Use Application for the following has been received. This application does not require a Public Hearing, however, as an adjacent property owner you are invited to comment.

If you have any questions regarding the following request, please contact the Grand Junction Community Development Department at (970) 244-1430.

Objections, concerns, and/or comments about this application should be submitted, in writing, to the Grand Junction Community Development Department, 250 North 5th Street, Grand Junction, CO 81501 no later than

FEB 14 2006

CDP-2006-006 – MONUMENT VIEW PARK – 784 Valley Court
Request approval to construct a 3'000 sq ft office/warehouse building on 2.42 acres in an I-1 (Light Industrial) zone district.
Planner: Scott Peterson

City of Grand Junction
COLORADO

COMMUNITY
DEVELOPMENT
250 North Fifth Street
Grand Junction, CO 81501

PRE-SORTED
STANDARD



Hasler

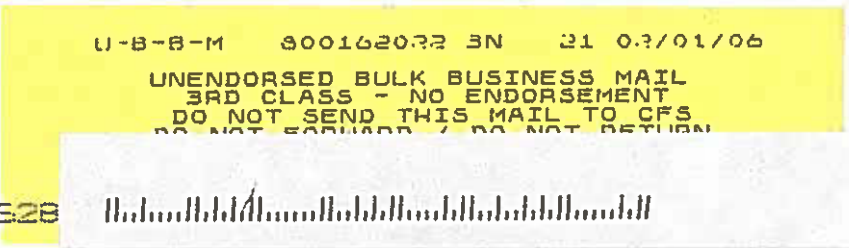
016H16502575

\$00.282

Mailed From 81501
US POSTAGE

VACANT

5770 PARTNERS LLC
6313 S BLACKHAWK WAY
AURORA, CO 80016



81502528



City of Grand Junction
COLORADO

COMMUNITY
DEVELOPMENT
250 North Fifth Street
Grand Junction, CO 81501

PRE-SORTED
STANDARD



Hasler

016H16502575

\$00.234

Mailed From 81501
US POSTAGE

CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT
250 NORTH 5th STREET
GRAND JUNCTION, CO 81501

