

# RIMROCK MARKETPLACE

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That THF Belleville Development LP a Missouri Limited Partnership and HNL Company a Partnership are the owners of that real property located in part of the Southwest Quarter of Section 10 and part of the Northwest Quarter of Section 15 Township 1 South Range 1 West of the Ute Meridian Mesa County Colorado and being more particularly described as follows  
(Original Warranty Deeds Book 2199 Page 890 through 893 Book 2212 Page 988 and Book 1089 Page 746 )

COMMENCING at the Northeast Corner of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 10 Township 1 South Range 1 West of the Ute Meridian from whence the Northwest Corner of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of said Section 10 bears South 90 degrees 00 minutes 00 seconds West a distance of 2628 48 feet for an assumed Basis of Bearings with all bearings herein contained being relative thereto thence South 00 degrees 04 minutes 20 seconds West a distance of 1303 07 feet to the North Quarter Corner (N1/4) of Section 15 thence N 89 degrees 46 minutes 08 seconds West a distance of 33 00 feet to the POINT OF BEGINNING thence South 00 degrees 06 minutes 33 seconds East a distance of 691 34 feet thence South 89 degrees 53 minutes 27 seconds West a distance of 921 73 feet thence North 40 degrees 31 minutes 22 seconds West a distance of 505 65 feet thence North 40 degrees 42 minutes 59 seconds West a distance of 1449 26 feet thence North 78 degrees 37 minutes 30 seconds East a distance of 273 09 feet thence North 00 degrees 03 minutes 54 seconds East a distance of 429 52 feet to a point on the south right-of-way line of Independent Avenue thence along said right-of-way line North 89 degrees 59 minutes 01 seconds East a distance of 542 78 feet to a point on the southwesterly right-of-way line of Highway 6 & 50 thence along said southwesterly right-of-way line the following five (5) calls South 61 degrees 21 minutes 21 seconds East a distance of 72 73 feet thence South 52 degrees 50 minutes 00 seconds East a distance of 55 36 feet thence North 00 degrees 37 minutes 56 seconds East a distance of 10 52 feet thence South 52 degrees 50 minutes 00 seconds East a distance of 351 98 feet thence South 70 degrees 06 minutes 30 seconds East a distance of 368 90 feet thence leaving said southwesterly right-of-way line South 00 degrees 00 minutes 00 seconds East a distance of 242 78 feet thence North 90 degrees 00 minutes 00 seconds East a distance of 250 00 feet thence North 00 degrees 00 minutes 00 seconds East a distance of 110 51 feet to a point on the southwesterly right-of-way line of Highway 6 & 50 thence along said southwesterly right-of-way line the following three (3) calls South 61 degrees 22 minutes 00 seconds East a distance of 63 13 feet thence South 45 degrees 47 minutes 30 seconds East a distance of 524 44 feet thence South 00 degrees 04 minutes 20 seconds West a distance of 219 26 feet thence leaving said southwesterly right-of-way line North 89 degrees 46 minutes 00 seconds West a distance of 33 00 feet thence South 00 degrees 04 minutes 20 seconds West a distance of 130 00 feet to the POINT OF BEGINNING  
Said parcel containing 60 861 acres as described

That said owners have caused the real property to be laid out and platted as Rimrock Marketplace a subdivision of a part of the City of Grand Junction Colorado That said owners do hereby dedicate and set apart real property as shown and labeled as the accompanying plat of Rimrock Marketplace as follows

All Streets and Rights-of-way to the City of Grand Junction for the use of the public forever

All Drainage Easements hereby platted to the City of Grand Junction for the use of the Public and Grand Junction Drainage District its successors and assigns as perpetual easements for the conveyance of runoff water which originates within the area hereby platted or from upstream areas through natural or man-made facilities above or below ground and in drainage & detention/retention easement the right to dredge

All easements include the right of ingress and egress on along over under through and across by the beneficiaries their successors or assigns together with the right to trim or remove interfering trees and brush Provided however that the beneficiaries of said easements shall utilize the same in a reasonable and prudent manner Furthermore the owners of lots or tracts hereby platted shall not burden nor overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement

IN WITNESS WHEREOF said owners THF Belleville Development LP and HNL Company A Partnership have caused their names to be hereunto subscribed this 23 day of May A D 1997

THF Belleville Development LP a Missouri Limited Partnership  
by THF Belleville, Inc a Missouri Corporation

HNL Company a Partnership

by [Signature]  
Michael H. Staenberg President  
Its General Partner

by [Signature]  
Its General Partner

## NOTARY PUBLIC CERTIFICATION

STATE OF MISSOURI } ss  
COUNTY OF St. Louis

The foregoing instrument was acknowledged before me by Michael H. Staenberg  
for THF Belleville Development LP a Missouri Limited Partnership  
this 23 day of May A D 1997  
Witness my hand and official seal

[Signature]  
Notary Public

My Commission Expires July 28, 1997

## NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO } ss  
COUNTY OF MESA

The foregoing instrument was acknowledged before me by R. K. Laible  
for HNL Company a Partnership  
this 16 day of June A D 1997  
Witness my hand and official seal

[Signature]  
Notary Public

My Commission Expires 7-16-97

## LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED having property interests in or encumbrances upon the real property involved DO HEREBY RATIFY AND AFFIRM the Plat of Rimrock Marketplace Signed this 27 day of May 1997

[Signature]  
by Sandra L. Stoner SVP

## NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO } ss  
COUNTY OF MESA

The foregoing instrument was acknowledged before me by Sandra L. Stoner  
this 27 day of May A D 1997  
Witness my hand and official seal

[Signature]  
Notary Public

My Commission Expires 1-4-99

## LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED having property interests in or encumbrances upon the real property involved DO HEREBY RATIFY AND AFFIRM the Plat of Rimrock Marketplace Signed this \_\_\_\_\_ day of \_\_\_\_\_ 1997

by \_\_\_\_\_

## NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO } ss  
COUNTY OF MESA

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ A D 1997  
Witness my hand and official seal

Notary Public

My Commission Expires \_\_\_\_\_

## CLERK AND RECORDER S CERTIFICATE

STATE OF COLORADO } ss  
COUNTY OF MESA

I hereby certify that this instrument was filed in my office at \_\_\_\_\_  
9:41 o'clock A M September 29  
AD 1997 and was duly recorded in Plat Book No 16 Page  
No 3+4 Reception No 1814742 Drawer No DD125

Fee 20.00 1.00 [Signature]  
Clerk and Recorder

## CITY OF GRAND JUNCTION APPROVAL

This plat of Rimrock Marketplace a subdivision of a part of the City of Grand Junction County of Mesa State of Colorado is approved and accepted this 22 day of September A D 1997

[Signature]  
City Manager

[Signature]  
President of City Council

There will be no Declaration of Covenants and Restrictions recorded for this subdivision

Basis of bearings assume the North line of the SW1/4 of Section 10 to bear S 90 00 00 W 2628 48 feet Both monuments on this line are Mesa County Survey Markers

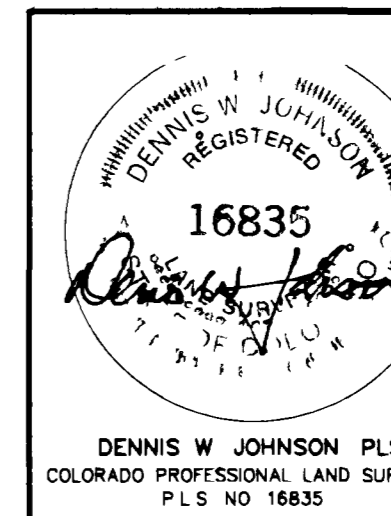
Note Property corners located during this survey that were within 0.25± feet of the calculated point were accepted as being in position

Easement and Title Information provided by Western Colorado Title Company Policy's No. 06 010 106 211 and 06 010 106 248 and Commitment to Insure File No. 94-12-8K

## SURVEYOR'S CERTIFICATION

I Dennis W. Johnson do hereby certify that the accompanying plat of Rimrock Marketplace a subdivision of a part of the City of Grand Junction Colorado has been prepared under my direct supervision and represents a field survey of same This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado

Date certified July 28<sup>th</sup>, 1997



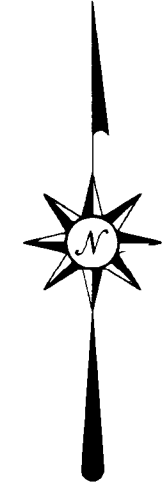
RIMROCK MARKETPLACE  
PORTIONS OF SECTIONS 10 AND 15  
T1S, R1W UTE MERIDIAN  
MESA COUNTY, COLORADO

**LANDesign**  
ENGINEERS SURVEYORS PLANNERS

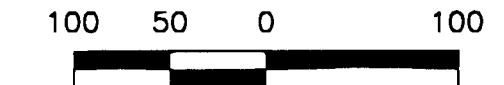
259 GRAND AVENUE GRAND JUNCTION COLORADO 81501 (970) 244-9180			
PROJECT NO 95141-12	SUR BY	DRAWN	CHECKED
DATE JULY 1996	RSK	1	2

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# RIMROCK MARKETPLACE

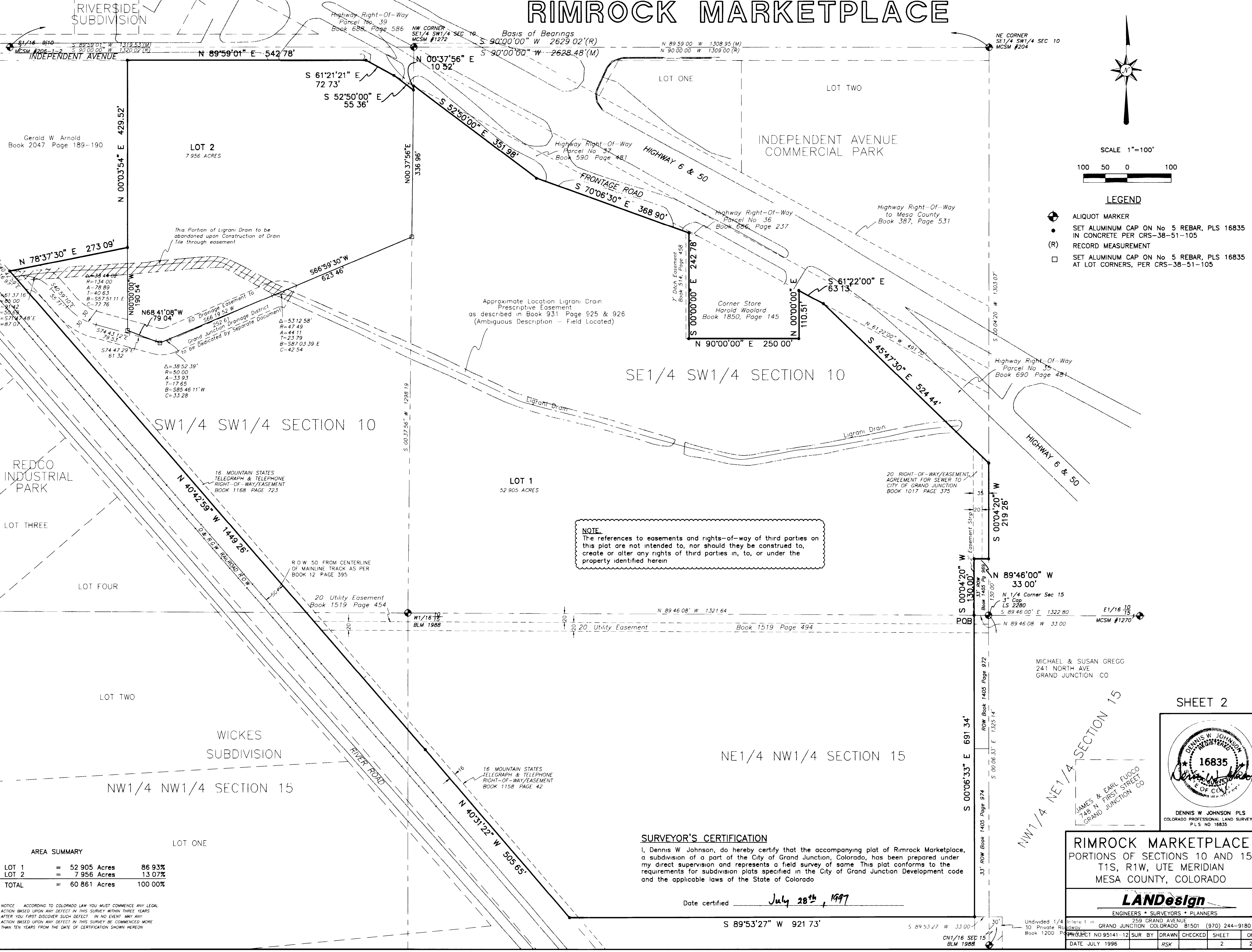


SCALE 1"=100'



### LEGEND

- ALIQUOT MARKER
- SET ALUMINUM CAP ON No 5 REBAR, PLS 16835 IN CONCRETE PER CRS-38-51-105
- (R) RECORD MEASUREMENT
- SET ALUMINUM CAP ON No 5 REBAR, PLS 16835 AT LOT CORNERS, PER CRS-38-51-105



**AREA SUMMARY**

LOT 1	=	52.905 Acres	86.93%
LOT 2	=	7.956 Acres	13.07%
<b>TOTAL</b>	=	<b>60.861 Acres</b>	<b>100.00%</b>

### SURVEYOR'S CERTIFICATION

I, Dennis W Johnson, do hereby certify that the accompanying plat of Rimrock Marketplace, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado

Date certified July 28<sup>th</sup>, 1997

**SHEET 2**

DENNIS W. JOHNSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
PLS NO 16835

JAMES & EARL TUOCO  
748 N FIRST STREET  
GRAND JUNCTION CO

**RIMROCK MARKETPLACE**  
PORTIONS OF SECTIONS 10 AND 15  
T1S, R1W, UTE MERIDIAN  
MESA COUNTY, COLORADO

**LANDesign**  
ENGINEERS • SURVEYORS • PLANNERS

259 GRAND AVENUE  
GRAND JUNCTION COLORADO 81501 (970) 244-9180

DATE	JULY 1996	SUR	RSK	CHECKED	SHEET	2	OF	2
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NOTICE ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON