# **Table of Contents**

Fi	le	1991-0008 Name: Grand Jct. Bapt	ist C	hurc	th-SUP- Church in a C-1 zone-SW Corner of North Avenue & 29 Rd.
P r e s e n t	S c n n e d	A few items are denoted with an asterisk (*), which means retrieval system. In some instances, items are found on the li- file because they are already scanned elsewhere on the system be found on the ISYS query system in their designated catego Documents specific to certain files, not found in the standard Remaining items, (not selected for scanning), will be listed an the contents of each file.	ist k m. 7 orie che	out The s. ckl	are not present in the scanned electronic development ese scanned documents are denoted with (**) and will ist materials, are listed at the bottom of the page.
X	Х	Table of Contents			
X	X	Review Sheet Summary			
		Application form			
X	X	Review Sheets			
		Receipts for fees paid for anything			
		*Submittal checklist			
X	X				
		Reduced copy of final plans or drawings			
		Reduction of assessor's map.			
		Evidence of title, deeds, easements			
X	X	*Mailing list to adjacent property owners			
		Public notice cards			
		Record of certified mail			
X		Legal description			
		Appraisal of raw land			
		Reduction of any maps – final copy			
		*Final reports for drainage and soils (geotechnical reports)			
		Other bound or non-bound reports			
x	v	Traffic studies			
<b>^</b>	x	*Petitioner's response to comments			
$\square$		*Staff Reports *Planning Commission staff report and exhibits			
$\vdash$		*City Council staff report and exhibits			
		*Summary sheet of final conditions			
$\square$		DOCUMENT DES	CD	рт	
		DOCUMENT DES			
x		Action Sheet	X	X	Letter from Dan Hooper to Planning re: property being
					used for counseling and guest facilities-6/10/91
X	X	Development Application	X	X	
					Nelson, Hoskin and Farina re: applicaton incomplete -
				L	2/5/91
X	X	Petition for the Creation of a Street Imp. District Sparn Street		X	
		South of North Avenue - 3/20/91	1_		also included) re: Comments - 2/26/71
X		Fence Permit - 3/28/91 - not issued		X	
V	v		-	•	the City - 412/91 - not signed by the City
X	X	Planning Clearance - issued 3/27/91 - **	X	X	
					special use permit for a church in a C-1 Zone at 29
x	x	Latter form Al Dromou to David Theoreter and the second stations 1 1	X	$\square$	Road-2/28/91 Returned Nation of Special Lise Applications 1/5/01
	^	Letter form Al Ptomey to Dave Thornton re: transmitting legal documents to Planning - 3/20/91			Returned Notice of Special Use Applications - 1/5/91
x	X	Letter from Don Newton to Paris Wallace, Fellowship of			Commitment to insure from Transamerica Title
		Excitement granting request to retain driveway - 11/9/92	X		Services- 12/17/90
<u> </u>		Zieren grunning request to return drivendy 11/2/2	_		

X	X	Letter from Don Newton to Dan Hooper re: accepting speed	X		West Elevation
		change lane on behalf of the City - City responsible for			
		change lane on behalf of the City - City responsible for maintenance of paving improvements after expiration of			
		warranty period - 8/1/91			
x	x	Proposal from Elam Construction Inc. submitted to Grand Ict.	X	1	Sanctuary Plan
		Baptist Church - 3/12/91			
X	x	warranty period - 8/1/91 Proposal from Elam Construction Inc. submitted to Grand Jct. Baptist Church - 3/12/91 Special Warranty Deed - not recorded Landscape Plan Floor Plan			
x	X	Landscape Plan	1	$\mathbf{T}$	
x	1	Floor Plan		İ	
x		Parking Layout		:	
			-	1	
			$\top$		
				<u> </u>	
$\vdash$	<u> </u>			<u> </u>	
┢──			+	<u>†                                    </u>	
	-		+		
			+	<del> </del>	
-					
			+		
⊢			-		
			· [		
		<u></u>	1		
		<u></u>	-		
├	H		+		
<u> </u>			+		
		·			
			+		
			+		
			-		
<u> </u>					
		· · · · · · · · · · · · · · · · · · ·	<b>_</b>		·····
<u> </u>			1		
L					
ļ					
Ĺ					
L					
l					

		<u> </u>		



Receip	ot #	40	88	
Date R	lec.	1-	14-	9/,
Receiv	ed By	NS	7-4	

)Minor )Major			
		FrmDTo	
) ODP )Prelim ) Final			
		H.O.	
//////////////////////////////////////	SW CORNER OF 29 Rd \$ North AN.	C-1	TO ALLOW A CHURCH IN A C-1 ZONE
			O Right-of-way O Easement
DEVEL	OPER		REPRESENTATIVE
Name	-		Name
Addre	SS		Address
City/	State		City/State
Busin	ess Phone #		Business Phone #
	Prelim Final DEVEL DEVEL Name Addre City/	Prelim Final Final Sw Corner of 29 RA \$ North AN DEVELOPER - Name Address City/State Business Phone #	ODP   Prelim   Final   H.O. H.O. H.O. Sw Corner of 24 Rd \$ North W C-1 DEVELOPER Name Address City/State

Signature of property owner(s) - attach additional sheets if necessary

250 North 5th Street Grand Junction, CO 81501 Ph: (303) 244-1430

### IMPACT STATEMENT/PROJECT NARRATIVE FOR: GRAND JUNCTION BAPTIST CHURCH

#### 1) What is the proposal?

The Church' intention is to modify and reconstruct the 6 acres, plus or minus, and the existing structure there as our primary Church and Education facility.

#### 2) Where is the proposal?

The land and structure above Proposed is the old Spartan facility on the south west corner of the North Avenue and 29 Road intersection. Frontage on North Avenue 300 feet. Frontage on 29 Road 838 feet.

3) The redevelopment of this property will begin as soon as possession to Grand Junction Baptist Church is completed.

Phase one will be to restructure the existing building into a church facility. Including an auditorium to seat 400 plus, educational class rooms, fellowship facilities and staff offices. Parking areas on the property are more then adequate.

4) The area impacted by the facility, a 200' radius, involves businesses and commercial enterprises for the most part, a few homes are within this radius to the west. Zoning in the surrounding area is, city zone C-1, to the north, south and west. And county zone C, to the east.

5) We see no problem as far as compatibility with the area is concerned, our ingress and egress will be from 29 Road, our sanctuary entrance will be from the 29 Road side. Our business and staff entrance from existing entry way on the North Avenue side.

#### 6) Services provided.

Those of the traditional church type services ie: Congregational gatherings, Sunday AM and PM. Sunday educational programs in the morning. Mid week evening gatherings for Youth (AWANA) and adults, Bible Study and visitation. Daily the church offices will be open for business, consultation and other staff work. A full time Christian Counselor will office here and provide counseling on an appointment basis.

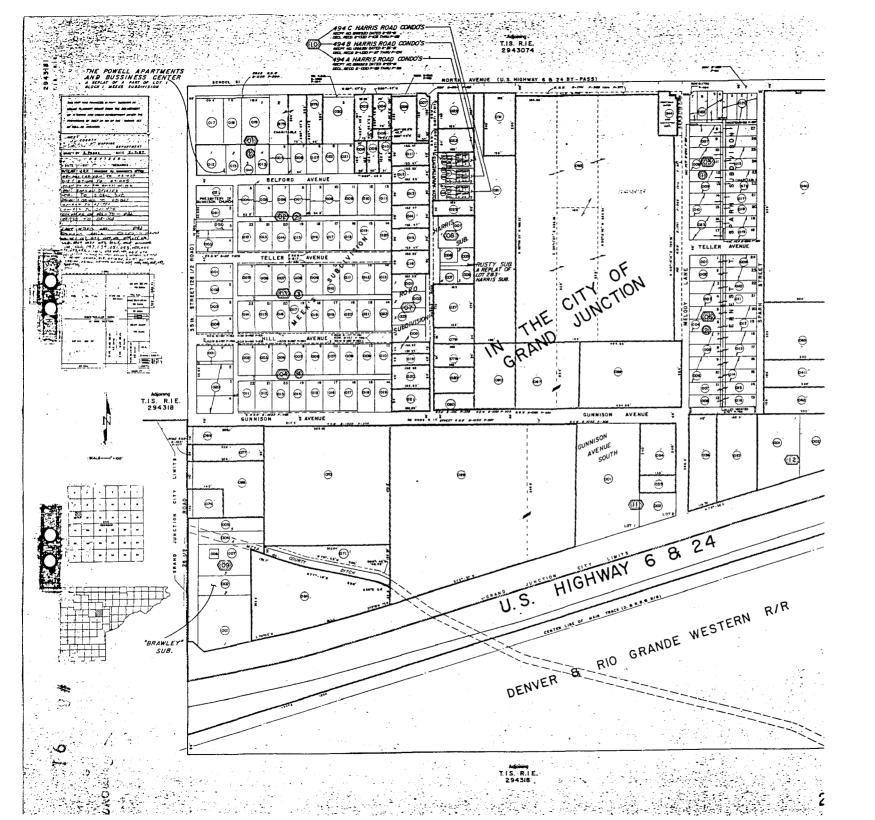
7) We can think of no special considerations at this time. We propose to bring the building up to the code required for a public meeting facility.

8) We doubt that rezoning, if necessary, will be a problem. This facility, building, parking space and additional areas was formerly a light commercial - manufacturing enterprise. To use it for our facility; church, fellowship hall, office areas, adequate ingress and egress and parking will take minimum restructuring inside and outside to meet our use goals.

 $\mathbf{B}$ 

#8 91

1g 2



ETHINGTON DOROTHY 529 31  $\frac{1}{2}$  Rd Grand Jct., CO 81504

MCCULLOUGH LEO T + DM 492 Melody Lane Grand Jct., CO 81504

SUMMERS KENNETH L P.O. Box 40834 Grand Jct., CO 81504-0834

MAHAN JOHN B + T 489  $\frac{1}{2}$  Sparn St. Grand Jct., CO 81501

METZ GEORGE E DBA GEMCO ENTERPRISES #2 Cognac Court Grand Jct., CO 81503

PEERLESS TIRE CO 9251 E. 104th. Ave. Henderson, CO 80640

RANEY RUTH L WALTER REX 478 melody Ln Grand Jct., CO 81504

PHILLIPS JR BOYD MYRTLE E 9113 Emerald Grove Lakeside, CA 92040

COVEY WILLIAM T & J W 2907 N Ave Grand Jct., CO 81504

VALLEY FEDERAL SAVINGS AND LOAN P.O. BOX 400 Grand Jct., CO 81502 HERRERA JESUS MARIA E 481 Sparn St Grand Jct., CO 81501

MCMAHAN NORRIS P P.O. BOX 115 Gateway, CO 81522

JONES ROBERT LEE KAREN J 482 Melody Lane Grand Jct., CO 81501

RATLIFF CLARENCE E & TERRY W 485 29 RD Grand Jct., CO 81501

VALLEY FEDERAL SAVINGS & LOAN P.O. BOX 400 Grand Jct., CO 81501

WILSON W.F. 493 Sparn St Grand Jct., CO 81501

MOORE ROY E & SUSAN A 486  $\frac{1}{2}$  Melody Ln Grand Jct., CO 81501

BENSON JAMES E & PAMELA J 2206 Arrowhead Ln Grand Jct., CO 81503

LONGWELL JOYCE M BRANSCUM MD 230 SW 13th st Cedaredge, CO 81413

GALLEGOS JOSE L 417 Chiswick Way Grand Jct., CO 81504 WALLACE FRANCES T MCGLOME PHYLLIS 3212 E Palmyra Orange, CA 92669

EWEVER ROBERT C P.O. Box 239 Steamboat Springs, CO 80477

CARNES BEN E P.O. Box 3117 Grand Jct., CO 81502

SWISHER W.B. TRUST CAROL L 1640 O RD Loma, CO 81524

COVEY WILLIAM T & JEANNE W 2907 North Ave Grand Jct., CO 81504

BELCASTRO NICOLA & FANNIE 7215 N 1st Grand Jct., CO 81501

GREENBRIAR INC 5970 NE 18th Av #711 FT. Lauderdale, FL 33334

MANGURIAN PIERCE P.O. Box 365 Boulder City, NV 89005

VALLEY CHURCH OF CHRIST OF GRAND JUNCTION P.O. Box 40281 Grand Jct., CO 81504

STONE/ LEBARON PROPERTIES 2808 North Ave Suite 420 Grand Jct., CO 81501 HAMMER TERENCE L CAMILLA A 203 Epps Drive Grand Jct., CO 81501

ENEVER C ROBERT P.O. BOX 239 Steamboat Springs, CO 80477

MINGUS THOMAS M JOANNE 610 Rushmore Dr Grand Jct., CO 81503

FLYNNI JAMES M 165 Willowbroak Dr Grand Jct., CO 81506

#### **REVIEW SHEET SUMMARY**

ACTIVITY:	Special Use fo	or Grand Junction Bap	tist Church
	-	ion Baptist Church	
REPRESENT	ATIVE: M. Brent	: Pruett	
LOCATION:	Southwest Cori	ner 29 Road and North	Avenue
PHASE: Fi	nal	ACRES:	
PETITIONE	R'S ADDRESS:	(303) 434-6587	RESPONCE MESSEARY
ENGINEER:			by <u>FEB 2 5 1991</u>
<b>97777 770</b>	RESENTATIVE: Da	avid Thornton	

COMMUNITY DEVELOPMENT 01/29/91 David Thornton 244-1447

- 1. Improvement Agreement and Guarantees are required and have not yet been received by our office.
- Half street improvements are required for 29 Road to collector 2. status and Sparn Road to local status. Additional R.O.W. is also required for these two streets along with North Avenue. (See City Engineer's comments).
- 3. Parking areas will need to be redesigned to accommodate the change in the property line/boundary due to the wider public street rights-of-way.
- Landscaping plan will also have to accommodate these changes. 4.
- 5. The number of parking spaces required is determined by the designed capacity of the building. One parking space is required per each three persons.
- 6. All review agency comments must be addressed by the petitioner. Our office needs a written response back from the petitioner addressing these comments.
- A drainage/grading plan needs to be submitted for review. 7.
- The site plan shows ingress/egress off of Sparn Road. Is this 8. true? If so, how many access points?

CITY UTILITIES ENGINEER 01/29/91

#### PAGE 2 of 3 FILE #8-91 SPECIAL USE FOR A CHURCH

4. Storm drainage detention will be required if additional area is paved for parking or other uses.

### CITY ENGINEER 01/25/91 J. Don Newton 244-1559

The site is adjacent to public road on three sides. Additional rightof-way will be required on each of these roads as follows:

29 Road increase from 30 feet to 50 feet half width. North Avenue increase from 40 feet to 50 feet half width. Sparn Road increase from 30 feet to 40 feet full width.

Half street improvements to City standards should be required on 29 Road and Sparn Road.

The existing parking areas should be redesigned to conform to new rightof-way lines. Parking spaces 60 through 71 and 48 through 54 should be relocated to prevent vehicles from backing into Sparn Road. A drainage and grading plan should be submitted for review. Where does storm runoff from roof and parking lot drain to?

### TRANSPORTATION ENGINEER01/17/91David Tontoli244-1567

- 1. Isle way parking should be 25 feet.
- 2. Parking stalls should be 9 feet wide and 18.5 feet long minimums.
- 3. Parking lot medians should be raised for percentage of landscaping requirements.
- 4. Turning radius at exit/entries should be to City standards. Exit/entry ways should be 30 feet minimum width.

### CITY POLICE DEPARTMENT 01/21/91 Martyn Currie 244-3562

No problems noted.

### CITY FIRE DEPARTMENT 01/18/91 George Bennett 244-1400

Fire Flow:

Adequate fire flow must be provided - A fire flow survey must be completed to determine if existing services are adequate. Please provide us with remodel plans to facilitate this.

#### Access:

Adequate access must be provided for our emergency vehicles.

#### Fire Alarm System:

PAGE 3 of 3 FILE #8-91 SPECIAL USE FOR A CHURCH

U.S. WEST 01/15/91 Leon Peach 244-4964

No comments at this time.

### GRAND JUNCTION DRAINAGE 01/17/91 John Ballagh 242-4343

The site presently drains into the Indian Wash via the fruitvale drain (a GJDD open drain between I-70 Business Loop and the railroad). Surface runoff probably gets to the fruitvale drain via irrigation/waste water ditches (not GJDD) along 29 Road.

If there is no additional building and no paving, there will be minimal added impact from the change in use of the existing building. Any added impervious surfacing (roof or pavement) should be cause for an on site drainage plan and off site evaluation of the system of pipes and ditches through which the surface runoff travels to the fruitvale drain.

# MESA COUNTY PLANNING01/23/91Keith Fife244-1636

Zoning of unincorporated properties in the vicinity of this project is primarily Commercial. Mesa County considers churches an allowed use in a Commercial Zone; therefore, if access is properly designed a church should be compatible with area uses and zoning.

The 29 Road Corridor Policy (Policy #22-C of the Mesa County Land Use and Development Policies) addresses this area as follows:

"The segment of 29 Road from F Road to North Avenue will be encouraged to develop as it has in the past - medium density residential intersperses with neighborhood commercial uses. Further commercial expansion in this segment as well as in segment #2 will be discouraged."

29 Road is classified a principal arterial road in the Grand Junction Area Right-of-Way Functional Classification map. Direct access to principal arterials is discouraged. Shared access with existing adjacent development is encouraged if feasible.

## FRUITVALE SEWER DISTRICT01/29/91Art Crawford243-1494

We see no problem with the church locating at this address. There is adequate sewer service for a large number of people.

# CITY ATTORNEY 02/08/91 John Shaver 244-1506

29 Road and Sparn need to be improved to City standards. Developer needs to secure financing and City Attorney will need to review improvement guarantees.

### **REVIEW SHEET SUMMARY**

(Page 1 of 3) FILE NO. #8-91 TITLE HEADING: Special Use-Church

ACTIVITY: Special Use for Grand Junction Baptist Church

**PETITIONER:** Grand Junction Baptist Church

**REPRESENTATIVE:** M. Brent Pruett

LOCATION: Southwest Corner 29 Road and North Avenue

**PHASE:** Final

ACRES:

RESPONDE D'ADESSARY

by FEB 2 5 1991

**PETITIONER'S ADDRESS:** (303) 434-6587

**ENGINEER:** 

**STAFF REPRESENTATIVE:** David Thornton

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED.

\_\_\_\_\_

# COMMUNITY DEVELOPMENT01/29/91David Thornton244-1447

- 1. Improvement Agreement and Guarantees are required and have not yet been received by our office.
- 2. Half street improvements are required for 29 Road to collector status and Sparn Road to local status. Additional R.O.W. is also required for these two streets along with North Avenue. (See City Engineer's comments).
- 3. Parking areas will need to be redesigned to accommodate the change in the property line/boundary due to the wider public street rights-of-way.
- 4. Landscaping plan will also have to accommodate these changes.
- 5. The number of parking spaces required is determined by the designed capacity of the building. One parking space is required per each three persons.
- 6. All review agency comments must be addressed by the petitioner. Our office needs a written response back from the petitioner addressing these comments.
- 7. A drainage/grading plan needs to be submitted for review.
- 8. The site plan shows ingress/egress off of Sparn Road. Is this true? If so, how many access points?

### CITY UTILITIES ENGINEER 01/29/91 Bill Cheney 244-1590

- Available water supply along North Avenue and 29 Road is adequate to supply requirements of Fire Department. Current supply is +/-2,000 gallons per minute and will be upgraded to +/- 2,500 gallons per minute before the end of summer.
- 2. The sewer service charge will need to be adjusted from 8.0 e.q.u. to 4.0 e.q.u. if seating capacity is estimated at 400 persons.
- 3. The building is presently on City sewer and water availability with all accounts current.

### PAGE 2 of 3 FILE #8-91 SPECIAL USE FOR A CHURCH

4. Storm drainage detention will be required if additional area is paved for parking or other uses.

# CITY ENGINEER 01/25/91 J. Don Newton 244-1559

The site is adjacent to public road on three sides. Additional rightof-way will be required on each of these roads as follows:

29 Road increase from 30 feet to 50 feet half width. North Avenue increase from 40 feet to 50 feet half width. Sparn Road increase from 30 feet to 40 feet full width.

Half street improvements to City standards should be required on 29 Road and Sparn Road.

The existing parking areas should be redesigned to conform to new rightof-way lines. Parking spaces 60 through 71 and 48 through 54 should be relocated to prevent vehicles from backing into Sparn Road. A drainage and grading plan should be submitted for review. Where does storm runoff from roof and parking lot drain to?

# TRANSPORTATION ENGINEER01/17/91David Tontoli244-1567

- 1. Isle way parking should be 25 feet.
- 2. Parking stalls should be 9 feet wide and 18.5 feet long minimums.
- 3. Parking lot medians should be raised for percentage of landscaping requirements.
- 4. Turning radius at exit/entries should be to City standards. Exit/entry ways should be 30 feet minimum width.

### CITY POLICE DEPARTMENT 01/21/91 Martyn Currie 244-3562

No problems noted.

### CITY FIRE DEPARTMENT 01/18/91 George Bennett 244-1400

Fire Flow:

Adequate fire flow must be provided - A fire flow survey must be completed to determine if existing services are adequate. Please provide us with remodel plans to facilitate this.

Access:

Adequate access must be provided for our emergency vehicles.

Fire Alarm System: An alarm system shall be installed.

These may not be all the requirements. Please submit a complete set of plans so we may determine if code compliance is being met. Thank you.

Contact our office if you have any questions. 244-1400.

PUBLIC SERVICE01/17/91Carl Barnkow244-2658

GAS & ELECTRIC: No objection to Special Use.

PAGE 3 of 3 FILE #8-91 SPECIAL USE FOR A CHURCH

### U.S. WEST 01/15/91 Leon Peach 244-4964

No comments at this time.

### GRAND JUNCTION DRAINAGE 01/17/91 John Ballagh 242-4343

The site presently drains into the Indian Wash via the fruitvale drain (a GJDD open drain between I-70 Business Loop and the railroad). Surface runoff probably gets to the fruitvale drain via irrigation/waste water ditches (not GJDD) along 29 Road.

If there is no additional building and no paving, there will be minimal added impact from the change in use of the existing building. Any added impervious surfacing (roof or pavement) should be cause for an on site drainage plan and off site evaluation of the system of pipes and ditches through which the surface runoff travels to the fruitvale drain.

### MESA COUNTY PLANNING 01/23/91 Keith Fife 244-1636

Zoning of unincorporated properties in the vicinity of this project is primarily Commercial. Mesa County considers churches an allowed use in a Commercial Zone; therefore, if access is properly designed a church should be compatible with area uses and zoning.

The 29 Road Corridor Policy (Policy #22-C of the Mesa County Land Use and Development Policies) addresses this area as follows:

"The segment of 29 Road from F Road to North Avenue will be encouraged to develop as it has in the past - medium density residential intersperses with neighborhood commercial uses. Further commercial expansion in this segment as well as in segment #2 will be discouraged."

29 Road is classified a principal arterial road in the Grand Junction Area Right-of-Way Functional Classification map. Direct access to principal arterials is discouraged. Shared access with existing adjacent development is encouraged if feasible.

# FRUITVALE SEWER DISTRICT01/29/91Art Crawford243-1494

We see no problem with the church locating at this address. There is adequate sewer service for a large number of people.

# CITY ATTORNEY 02/08/91 John Shaver 244-1506

29 Road and Sparn need to be improved to City standards. Developer needs to secure financing and City Attorney will need to review improvement guarantees.

Grand Junction Baptist Rev. Daniel C. Hooper, Pastor	RECEIVED GRAND JUNCTION PLANNING DEPARTMENT
February 13, 1991	FEB 15 1991
City of Grand Junction 250 North Fifth Street Grand Junction, Colorado 81501-2668	

RE: Special Use Application 29 Road and Sparn Road

Gentlemen:

May we take this opportunity to express our thanks to you for your efforts to help in our special use application.

It is our concurrence that our application for special use permit was submitted completely on/or before the 14th of January with the submittal of the landscape drawings: The staff review summary provides additional responses which will be reflected on further drawings which as completed will be given to the appropriate individuals. This response should be viewed as our attempt to work with each of the departments in the city.

To respond to these comments and suggestions we offer the following:

COMMUNITY DEVELOPMENT-David Thornton-

- 1. Agreement in that improvements to Sparn Road will be set forth and dedication of the right of way will be transmitted after final draft of agreement (petition now being made for S.I.D. District).
- 2. Improvement to 29 Road will consist of asphalt to side of road for egress/ingress to access points. Any additional improvements will await the decision from the county/state government bodies.
- 3. Parking areas will be redesigned to accommodate the change in the property boundaries.
- 4. The landscape plan will also be redesigned to accommodate the change in the property boundaries.
- 5. No response required.
- 6. Written response in this letter.
- 7. A drainage plan will be included on the plot plan for review.
- 8. Ingress/egress from Sparn Road 4 access points with emphasis
- to use Teller Avenue as an arterial on the west.

CITY UTILITIES ENGINEER-Bill Cheney-

1. Thru #4 - No response necessary.

CITY ENGINEER-J. Don Newton-

The parking will be relocated to prevent vehicles from backing into Sparn Road. See also, item numbered 7 under Community Development above.

"Practical Bible Preaching For Everyday Living"



Rev. Daniel C. Hooper, Pastor

TRANSPORTATION ENGINEER-David Tontoli-

Parking lot medians shall be raised. All other items are in compliance as noted.

CITY POLICE DEPARTMENT-Martyn Currie-

No response necessary.

CITY FIRE DEPARTMENT-George Bennett-

The facilities do have a fire alarm system and sprinkler system. Access for emergency vehicles will be noted on the parking and traffic areas as required. Per discussion with George Bennett on February 7, 1991, I advised him that we are not presently undertaking any major remodeling or renovation.

PUBLIC SERVICE-Carl Barnkow-

No response necessary.

U.S. WEST-Leon Peach-

No response necessary.

GRAND JUNCTION DRAINAGE-John Ballagh-

No material additions of impervious surfacing is planned by applicant at the present time.

### MESA COUNTY PLANNING-Keith Fife-

No response necessary.

FRUITVALE SEWER DISTRICT-Art Crawford-

No response necessary.

We would also clarify that the response to the application is based upon our contingency with the present owner closing the agreement to complete the sale of the property. Also it would be our desire that improvements to the right of way (curbs, gutters, road) and to the parking and landscape would be delayed until after the removal of the mill tailings which is under governmental control.

We hope that this response will clarify our commitment to the application. We look forward to a favorable response. N

		Yours truly,
	Dront Drucht	Alton I - Am
	Brent Pruett Pastor	Al Fand Jan V
	Ward Scott	"Practical Bible Preaching For Everyday Living"
ÇÇ	David Younger	

1510 N. 17th Street • Grand Junction, Colorado 81501 • Office Phone (303) 243-3321



February 26, 1991

Grand Junction Baptist Church Rev. Daniel C. Hooper, Pastor 1510 N. 17th Street Grand Junction, Colorado 81501 Grand Junction Planning Department 250 North Fifth Street Grand Junction, Colorado 81501–2668 (303) 244–1430

RE: Special Use Permit for a Church in a C-1 Zone at 29 Rd. and North Av.

Dear Rev. Hooper:

As you are aware, City staff have been working with representatives from the Churchas to City requirements for half street road improvements for 29 Road and Sparn Road. Road dedication and improvements are required under section 5.4.1 of the Grand Junction Zoning and Development Code. Although, the widening of 29 Road would be an item for which we would normally require funds in escrow or construction of half road improvements to a Collector standard, in this case the low traffic impact of the church does not warrant the improvement, except for the accel-decel lanes. I am recommending that a deceleration/turning lane will be the only road improvement required for 29 Road. An improvements agreement and guarantee via escrow or other form of financial agreement will be required for the turn lane prior to issuance of a building permit. Drawings and specs prepared by a professional engineer for the roadway plan are required for staff review and approval. The drawings plus cost estimates prepared by a professional engineer for the entire improvements and a performance guarantee is required prior to issuance of the Special Use Permit. The improvements agreement can specify that the work will not take place until after the mill tailings removal in the parking lot is complete, but the financial arrangements must be agreed to now.

Major improvements are required for Sparn Road. The current site plan will create an enormous amount of traffic not only on Sparn Road, but also on Teller Avenue that currently does not exist for those two streets. Neither street is improved; both are currently dirt. You may choose to finance the improvements through a Special Improvement District for full street improvements on Sparn Road and Teller Avenue. It is the Church's responsibility to gather the necessary signatures to meet the test of 50% of land and greater than 50% of the affected owners of adjacent property owners along both of these streets. The Church will be responsible for half street improvements (curb, gutter, sidewalk, and one half street pavement width) for Sparn Avenue as a petitioner for the improvement district.

All parking lot improvements including landscaping in islands may be delayed until after the removal of the mill tailings. Landscaping along North Avenue is required prior to the issuance of a Certificate of Occupancy. Please modify your landscaping plan to incorporate these items and complete an improvements agreement and guarantee to cover the landscaping after the mill tailings removal.

The construction of the accel/decel turning lane along 29 Road is required before occupancy. Other improvements agreements and guarantees are required for all road, parking and landscaping improvements prior to the issuance of a Certificate of Occupancy. If you have any questions please contact me at your earliest convenience. I will issue the Special Use permit for a church use in a C-1 zone once the items discussed in this letter have bee satisfied or accomplished. For Clarity's sake, the conditions that you must satisfy are:

1. Submit professionally engineered plans and specifications for City review showing the following prior to issuance of a building permit:

a. the accel-decel lane improvements on 29 Road;

b. the full street improvements on Sparn as explained in 3.b. below;

c. parking lot plans and specifications;

d. landscaping plans for the entire property;

2. Submit a professional engineer's estimates on a standard improvements agreement form (see attached) of the costs of constructing a. through d. (above) prior to issuance of a building permit;

3. Submit your proposed method of paying for the required improvements prior to issuance of a building permit.

a. normally you must escrow funds with us, purchase a surety bond or obtain a letter of credit to guarantee that the improvements will be built by the specified times;

b. in this case, as to Sparn improvements, the City is willing to allow you to use a special improvement district so long as all of the City costs are included in the costs of the district and so long as you obtain the necessary triggering majority consent prior to issuance of a building permit. If you are unable to obtain the necessary consent of your to-be neighbors, you must submit an alternative proposal for construction of the Sparn improvements.

Please return a signed copy of this letter if you agree with the conditions.

Dave Thornton Planner

I have read and agree with these conditions.

Х

Rev. Hooper Date

dlt

cc: Dan Wilson, City Attorney Jim Shanks, Public Works Director Al Ptomey Brent Pruett Ward Scott File # 8-91



February 28, 1991

Grand Junction Baptist Church Rev. Daniel C. Hooper, Pastor 1510 N. 17th Street Grand Junction, Colorado 81501 Grand Junction Planning Department 250 North Fifth Street Grand Junction, Colorado 81501–2668 (303) 244–1430

RE: Special Use Permit for a Church in a C-1 Zone at 29 Rd. and North Av.

Dear Rev. Hooper:

A Special Use permit for a church use in a C-1 zone located at 2897 North Avenue (legally described as: Beg. 40FT S 30FT W of NE Corner Sec 18 1S 1E S 838FT, W 300FT, N 838FT, E 300FT to Beginning.) is approved with the following conditions in accordance with Section 4-5-2 of the Grand Junction Zoning and Development Code:

1. Submit professionally engineered plans and specifications for City review and approval showing the following by 5:00 p.m. Friday, March 29, 1991:

a. the accel-decel lane improvements on 29 Road;

b. parking lot plans and specifications for at least 150 spaces utilizing the existing paved parking, but excluding the Right-of-way on Sparn and 29 Road.

c. landscaping plans for the entire property showing both phase I and phase II. Phase I landscaping area shall consist of the area along North Avenue unaffected by mill tailings removal Phase II shall consist of all remaining landscaped areas.

d. Deeds deeding the required Rights-of way widths to the City of Grand Junction for Sparn Road, North Avenue, and 29 Road.

2. Submit a professional engineer's estimates on a standard improvements agreement form of the costs of constructing a. and b. and a landscape architector contractor's estimate for c. (above) by March 29, 1991 or occupancy whichever comes first;

3. Submit approved improvement guarantees for the required improvements by 5:00 p.m. Friday, March 29, 1991. This includes:

a. Improvements to 29 Road. A binding paving contract for completion of the construction for accel/decel lane by not later than June 1, 1991 by a bona-fide contractor.

b. Landscaping phase I. This phase is to planted, inspected and approved by March 29, 1991 or occupancy whichever comes first.

c. Landscaping phase II. This phase is to be completed after mill tailings removal. The form of guarantee shall be in one of the following:

1) a second deed of trust encumbering the Church's property at 1510 N. 17th Street, Grand Junction, Colorado.

2) a cash escrow.

3) a bank letter of credit.

4) a personal guarantee by a person(s) with an individual net worth of at least \$200,000.

4. To be submitted by the Church by March 29, 1991, a petition for a Special Improvements District agreement for "half-road" improvements along Sparn Rd. for the length of the Church's ownership. Said improvements shall include curd, gutter, sidewalk, and one half street pavement width. It is further understood that the Church will make a good faith effort to obtain the sufficient consent of property owners along all of Sparn Rd. and Teller Av. where it intersects Sparn and runs west to Melody Lane to allow full road improvements along both streets. In any event, the Church's financial liability shall be limited to that required for the half-road improvements to Sparn. It is agreed that construction shall begin as soon as practical after removal of mill tailings from the Church's property and for planning purposes that is forecasted to be within approximately 2 years.

Any use of dedicated right-of-way for parking until road widening occurs will require a revokable permit to be obtained by approval of City Council. The normal City procedure for the revokable permit process is applicable. No changes or additions to the above conditions may occur without written consent by both parties. If you have any questions please contact me at your earliest convenience.

Please return a signed copy of this letter if you agree with the conditions.

Dave Allomton

Dave Thornton Planner

I have read and agree with these conditions.

Rev. Daniel C. Hooper

Date

dlt

cc: Dan Wilson, City Attorney Jim Shanks, Public Works Director Al Ptomey Brent Pruett Ward Scott File # 8-91

		Proposa
CONSTRUCTION, INC.		
	Street , Colorado 81501-7791 • FAX: (303) 245-7716	Page No. <u>1</u> of <u>2</u> Page
PROPOSAL SUBMITTED TO:	Phone: 242-6011	Date: 3/12/91
Name:	Job Name:	
Grand Junction Baptist Church	29 Road Str	eet Improvements
Grand Junction Baptist Church Street: 2987 North Avenue	29 Road Str Street: 2987 North	

We hereby propose:

81501

State: CO

We hereby propose to furnish the following for design and construction of street improvements along the 29 Road frontage to the property. This includes a 125 foot long acceleration-deceleration lane between the two north existing driveways and a 170 foot long acceleration lane with a 100 foot long taper out of the existing south driveway. Please note that no work is included for the proposed new driveway into the new parking lot area.

Architect:

Date of Plans:

### CONSTRUCTION OF 29 ROAD IMPROVEMENTS:

1.	Excavate to subgrade and dispose of excess	
	material offsite	CY
2.	Grade and compact the subgrade to 95%	
	of ASTM D698	SY
з.	Furnish and install twelve (12) inch depth of	
	class (6) aggregate base course over prepared	
	subgrade	TON
4.	Furnish and install three (3) inch thick hot	
	bituminous pavement over prepared base grade	TON
5.	Furnish compliance testing as required by	
	the City of Grand Junction 1	LS
6.	Furnish traffic control and barricading as	
	required by the City of Grand Junction 1	LS
7.	Furnish and install Mirafi 500X stabilization	
	fabric	SY
	TOTAL \$ 8,194.	00

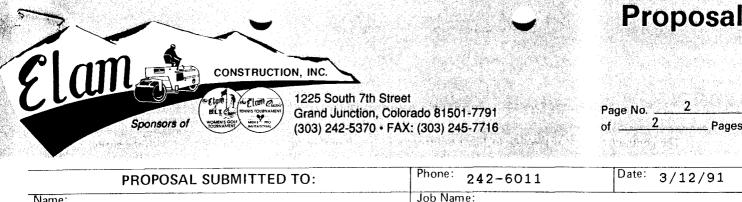
All of the above work to be completed in a substantial and workmanlike manner for the sum of AS STATED ABOVE

(\$\_\_\_\_\_\_) Dollars. IMPORTANT: The terms and conditions stated on the reverse side hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on the reverse side have been executed. This proposal must be accepted as provided and delivered to Elam Construction, Inc., 30\_\_\_\_\_\_ days from above date, or it shall expire.

\*To accept this proposal, please sign back of white copy and return to Elam Construction, Inc. Elam Construction, Inc. shall not be bound herein to execute a contract unless the owner provides satisfactory evidence of adequate financing. Respectfully submitted, ELAM CONSTRUCTION, INC.

by .\_\_\_

Roy W. Catt, Estimator



Name:Job Name:Grand Junction Baptist Church29 Road Street ImprovementsStreet: 2987 North AvenueStreet: 2987 North AvenueCity: Grand JunctionCity: Grand JunctionState: CO 81501Architect:

We hereby propose:

NOTES:

- 1. Scheduling will be upon the mutual agreement between the owner and Elam Construction, Inc.
- 2. The design for and the subsequent cost to correct "soft areas" is not included in this proposal. Any problem encountered with "soft areas" will be resolved through a change order to the contract.
- 3. Prices include all materials, labor, and equipment to complete the work.
- 4. Permits and fees are included. If changes need to be made to the design or plan to obtain a permit, then any additional costs would be resolved through a change order to the contract.
- 5. The prices above reflect a pavement design that may or may not be acceptable to the City of Grand Junction. A preliminary conversation has been enacted with the City Engineer and this proposal could be acceptable enough in it's present form to obtain a permit.
- 6. If further design work is required beyond that already completed at this point, then additional charges for soils work and development of plans will be charged, not to exceed \$1,500.00. If an increase in the construction costs occur due to the further design, then a change order will be executed prior to construction to add those costs to the above offered prices.
- 7. All excavations will be disposed offsite at the local mill tailings repository.

All of the above work to be completed in a substantial and workmanlike manner for the sum of \_\_\_\_\_\_ AS\_\_\_\_\_\_ABOVE\_\_\_\_\_\_

IMPORTANT: The terms and conditions stated on the reverse side hereof are expressly made a part of this contract. This proposal shall not become a binding contract unless and until the Acceptance of Proposal and Confirmation by Contractor on the reverse side have been executed. This proposal must be accepted as provided and delivered to Elam Construction, Inc., 30, days from above date, or it shall expire.

\*To accept this proposal, please sign back of white copy and return to Elam Construction, Inc. Elam Construction, Inc. shall not be bound herein to execute a contract unless the owner provides satisfactory evidence of adequate financing. Respectfully submitted, ELAM CONSTRUCTION, INC.

(\$

by

Roy W. Catt, Estimator

) Dollars.

#### **"TERMS AND CONDITIONS"**

The contract amount is payable to Elam Construction, Inc. monthly for work as it progresses with the entire balance payable upon completion unless otherwise provided in this contract or in the plans and specifications. Unless otherwise specified herein, the plans and specifications, if any, are expressly made a part of this contract. The contractor shall perform all of the work in a substantial and workmanlike manner and in accordance with the terms of the plans and specifications.

Additional work or changes may be ordered in writing by the customer at any time, at an agreed price or at the contractor's regular rates for time and material work.

If payments for work are not made when due, the contractor may stop work or terminate this contract and recover from the customer payment for all work executed and any loss sustained and reasonable profit and damages. It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage, liquidated damages or delay caused by fire, strike, civil or military authority or any other cause beyond its control.

A late charge of 18% per annum on the outstanding balance may be imposed upon all past due payments. Customer agrees to pay all costs of collection and a reasonable attorney's fee if the account becomes delinquent and is referred for collection.

If the customer disposes of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within forty-eight (48) hours after date of such disposal.

The contractor agrees to carry Workmen's Compensation rand public liability insurance and to pay all sales a reason taxes, old age benefit and unemployment compensation taxes upon the material and labor furnished under this contract, as required by the United States of America and the State in which this work is performed.

#### ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions stated above and on the reverse side hereof are satisfactory and are hereby accepted. By this acceptance, I understand that a binding contract has been created when confirmed by Elam Construction, Inc.

ACCEPTED

20 MAR 91

Signature Signature

CONFIRMATION by CONTRACTOR

Contractor hereby confirms the proposal.

#### ELAM CONSTRUCTION INC.

Date \_\_\_\_\_

by \_\_\_\_\_



Rev. Daniel C. Hooper, Pastor

March 20, 1991

Dave Thornton Grand Junction Planning Department 250 North Fifth Street Grand Junction, Colorado 81501-2668

RE: Special Use Permit for 2897 North Avenue

Dear Mr. Thornton:

In accordance with the letter granting the special use permit for Grand Junction Baptist Church at 2897 North Avenue, we hereby transmit the following:

- 1. A copy of the agreement for the construction of the accel-decel lane on 29 Road is attached and drawings will be submitted by Elam Construction Company to the City Engineer, Don Newton.
- The parking lot plans showing 150 spaces was prepared and submitted to you on Monday, March 18, 1991.
- 3. The landscape drawing which had been submitted previously is being further clarified and bids which were received are attached showing our estimate of the cost of the landscaping in phase I of some \$250.00 and phase II of \$9326.00. We have signed the improvement agreement and it is attached to this letter. We also would clarify and agree that all trees in the right of ways to be transmitted to the city would remain in the control of the church and we would be permitted to remove, replace, and/or redistribute until such time as 29 Road improvements would dictate their removal.
- 4. The deeds transmitting the ownership of the property have been prepared by Tim Woodmansee and we hope to complete these agreements and return them to you before Friday, March 22, 1991.
- 5. The petition for the creation of a street improvement district for Sparn Road is attached and our discussion with Mr. Woodmansee continues on our involvement in the circulation of a petition for the other owners on the Sparn Road Improvement.
- 6. We will submit within the next couple of days for the revocable permit for use of the right of way parking.

Thank you for your assistance in completing this agreement. If there is any question or if there is any additional information please let me know as soon as possible.

Yours trul Al Ptomev

"Practical Bible Preaching For Everyday Living"

### PETITION

the set of the set of

AN SHE LEWIS

1655

FOR THE CREATION OF A STREET IMPROVEMENT DISTRICT SPARN STREET SOUTH OF NORTH AVENUE

WE, the owners of the real estate described herein, do hereby petition the honorable City Council of the City of Grand Junction, under provisions of Chapter 18 of the City Code of Ordinances, as amended, that a Local Improvement District be created within the limits and for the kind of improvements hereinafter described:

The Limits of the Improvement District are as follows:

Beginning at a point which is South 40 feet and West 30 feet from the Northeast corner of Section 18, Township 1 South, Range 1 East of the Ute Meridian; thence South parallel to the East line of said Section 18, a distance of 838.0 feet; thence West parallel to the North line of said Section 18, a distance of 300.0 feet; thence North parallel to the East line of said Section 18, a distance of 838.0 feet to a point 40 feet South of the North line of said Section 18; thence East 300.0 feet to the Point of Beginning.

The description of the improvements are as follows:

Base course material under a mat of Concrete or Hot Bituminous Asphalt Paving together with the construction of curb, gutter and sidewalk, and also together with any storm drainage facilities as deemed necessary by said City Engineer. All installations shall be constructed in accordance with the General Conditions, Specifications and Details of the City of Grand Junction.

The project costs to be assessed against and upon said property shall be based upon the actual abutting footage of 838.0 feet multiplied by the actual cost to construct said improvements. The total probable cost of said improvements as shown by the estimate of the City Engineer is estimated to be \$37,710.00 based on \$45.00 per running foot. We understand that the total project costs may be greater or less than the estimate of the City Engineer and that the assessment against and upon said property shall be based upon the actual project costs. It is the express intent of this Petition that the entire project costs are to be borne by the Petitioners and not the City of Grand Junction.

The entire assessment will be due and payable within thirty (30) days after proper notification by final publication of the assessing ordinance. We understand, however, that we may instead elect to pay by installments, in which even the entire principal, plus a one-time charge of 6% for cost of collection and other incidentals, will be amortized over a 10-year period with simple interest at the rate of 8% being charged to the declining balance.

We understand that any rights-of-ways and/or easements required to facilitate the above-described improvements will be made available to the City at no expense to the City. We further understand that this petition will become void if any modifications are made without the prior written consent of the City of Grand Junction.

We further understand that we will circulate a petition for improving the remainder of Sparn Street among the owners of property located adjacent to Sparn Street when the same has been preparted by the City of Grand Junction.

Attest:

THE REPORT OF A DESCRIPTION OF A DESCRIP

GRAND JUNCTION BAPTIST CHURCH

STATE OF COLORADO ) )SS: COUNTY OF MESA )

AFFIDAVIT

<u>Grand Junction Bapfists</u> Church, of lawful age, being first duly sworn, upon oath, deposes and says:

That he or she is the circulator of the foregoing petition;

That each signature on the said petition is the signature of the person whose name it purports to be.

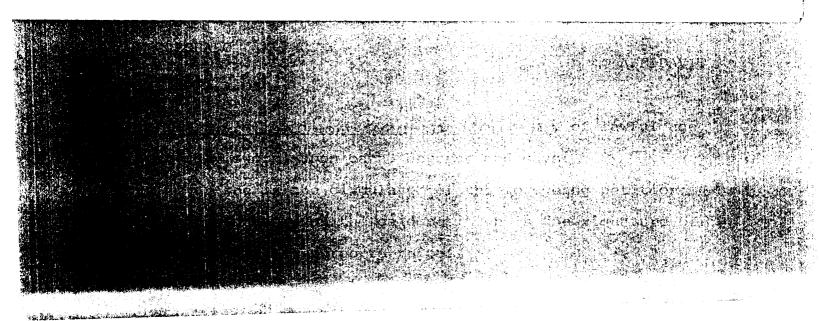
SUBSCRIBED AND SWORN to before me this <u>20th</u> day of <u>March</u>, 1991.

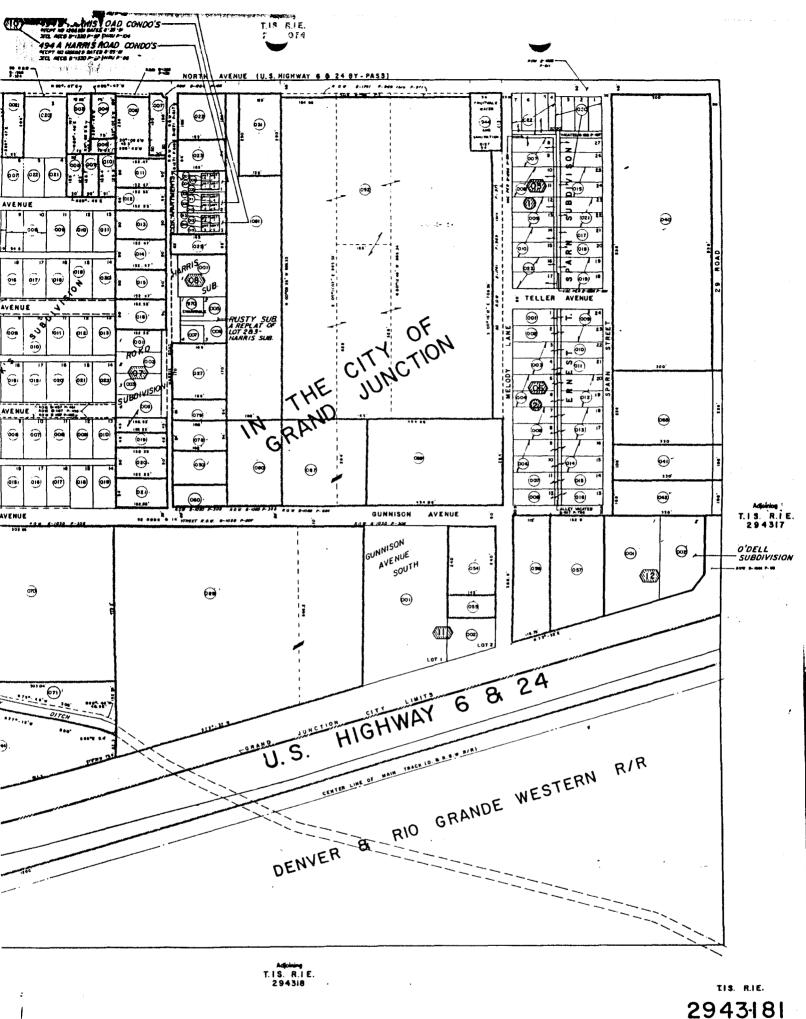
Witness my hand and official seal.

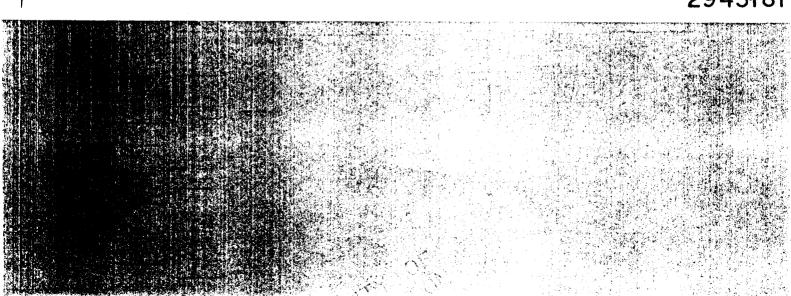
My commission expires: <u>Sept</u> 23, 1993



Notary Public







Contraction and the second 
### MORTAGE

THIS MORTAGE is made this 12th day of APRIL, 1991 between GRAND JUNCTION BAPTIST CHURCH, the mortgagor herein, whose address is 2897 North Avenue, Grand Junction, Colorado, county of Mesa, state of Colorado; and the city of Grand Junction, 250 North 5th Street, Grand Junction, Colorado, 81501, county of Mesa.

### WITNESS:

- 15 B 5 G. M

The mortgagor is to secure the promise and obligation to construct certain improvements, estimated to cost \_\_\_\_\_\_ if the improvements are not timely constructed as required by the City Engineer and/or a representative of the City who has been designated, this instrument is a promise to pay \$ 9000.00 to the City of GRAND JUNCTION after the date of 1 APRIL 1994 PAYABLE in full unless the improvements to the property have been constructed and approved by the City's representative, Until paid in full or released by LIEN WAIVER, the City does hereby mortage the following described property, situated in the County of MESA, State of COLORADO to wit:

also known by Street and number as 1510 North 17th, GRAND JUNCTION, COLORADO, with all its appurtenances and improvements and warrants title to same.

The mortgagor convents that at the time of delivery of this mortgage, it is seized of said property in fee simple, and that said property is free of encumbrances, except that mortgage which has a first lien mortgage with principal of \$60,000.00 dated 29 March 1991., and the current holder of which is CENTRAL BANK OF GRAND JUNCTION.

The mortgagor also convents to keep all buildings under this agreement insured with a company acceptable to the City for fire and extended coverage in the amount equal to the unpaid balance of said obligation with the loss payable to the City, and will cause delivery of a copy of the policy to the City. GRAND JUNCTION BAPTIST CHURCH WILL also pay all taxes and assessments against said property and amounts due on prior encumbrances. If Mortgagor shall pay insurance premiums, taxes, or amounts due on prior encumbrance, the City may pay the same and all amounts shall become additional indeptedness due hereunder; and in case of foreclosure will pay the reasonable value of an attorney's time and/or reasonable attorney's fees incurred by the City.

Should the City be included or made party to any action affecting this mortgage or the title to said property, the Mortgagor agrees that court cost and attorney's fee paid by the City shall become additional indebtedness due hereunder.

It is agreed that in the case of default in the construction of the required improvements or the payment of said principal, or a breach of the covenants herein, then said principal sum hereby secured shall be due and payable unless notification and correction of the difficiency has been made within 30 days of the notification. The possession of the property will theron be delivered to the City if default is not removed.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covents herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

The construction of the improvements and the type and detail of the improvements and other related information set forth in the files of the Community Development Deptartment of the City of GRAND JUNCTION which files are incorporated herein by this reference as though fully set forth. Changes to the improvements can be made at time of the improvements with the approval of the representative of the City and the official of the Mortgagor. Executed this day and year first above written.

Jan Wropen DAN HOOPER, GRAND JUNCTION BAPTIST CHURCH

CITY RESENTATIVE. GRAND JUNCTION, CO.

STATE OF COLORADO

County of Mesa

The	foredorna	hinstrum	ent was	acknowledged	l be	fore	me	this
_ <b>John</b> My c	ommissicn	April ,	1941. <u>4 -</u>	acknowledged	•	Witne	ess	my
hand	ATTODAATTA	cial sea	1.	KI		1 0	t L	

/Notary Public



June 6, 1991

City Planning Committee 250 N 5th st Grand Jct., co. 81501

RE: Property on 17th and Elm 1510 N. 17th.

City Planning Committee:

Please be advised that the property located at 1510 N. 17th. is continually being used for counseling and guest facilities.

This usage\_will continue until the sale of the property.

Please file this letter.

RECEIVED GRAND JUNCTION

PLANNING DEPARTMENT

JUN 10 1991

Sincerely,

Pia R. Hart

Kendra R. Hauber Church Secretary

Daniel C. Hooper Pastor

DCH/kh

"Practical Bible Preaching For Everyday Living"

August 1, 1991



City of Grand Junction, Colorado 81501–2668 250 North Fifth Street

Rev. Daniel Hooper 2897 N. Avenue Grand Junction, CO 81501

Re: Speed Change Lanes on 29 Road

Dear Sir:

We have inspected the speed change lane on 29 Road that was required as a condition of the special use permit for the Grand Junction Baptist Church.

Elam Construction has provided compaction test results for the aggregate base course and asphalt pavement. Because three of the asphalt density tests did not meet minimum requirements, Elam has also provided a one year warranty for the pavement (see copy enclosed).

As a result of the above, I hereby accept the speed change lane on behalf of the City of Grand Junction. The City will be responsible for maintenance of the paving improvements after expiration of the warranty period.

The City Traffic Department will install "No Parking" signs along the speed change lane to keep it unobstructed.

Thank you for your cooperation in providing these improvements.

Sincerely,

In Neuton

J. Don Newton City Engineer

xc: file
 Dave Thorton, Community Development Dept.
 Doug Cline, Streets Department
 Walt Hoyt, City Inspector
 Jim Shanks, Public Works Director
 Roy Catt, Elam Construction

file:gjbapt.chu



July 30, 1991

Mr. J. Don Newton, City Engineer City of Grand Junction, Colorado 250 N. 5th Street Grand Junction, Colorado 81501

Re: Grand Junction Baptist Church Acceleration Lane Improvements.

Dear Sir:

We acknowledge that three of the asphalt density tests taken did not meet the minmum C.D.O.H. requirements. If it is acceptable to you, we will warranty the new pavement, for any defect due to installation, for a period of one year from this date July 30, 1991.

Thank you for being so helpful in the finalization of this project. Please inform me, if there are any other concerns.

Sincerely,

Project Manager



City of Grand Junction, Colorado 250 North Fifth Street 81501-2668 FAX: (303) 244-1599

November 9, 1992

Mr. Paris Wallace Fellowship of Excitement 2897 North Avenue Grand Junction, CO 81501

Dear Mr. Wallace:

I am writing in response to your request to retain the driveway that was installed on 29 Road during the recent mill-tailings removal.

I have no objection to this driveway remaining in place and open. In the event that the property is further developed or the current use changes, the driveway location may require further review and evaluation.

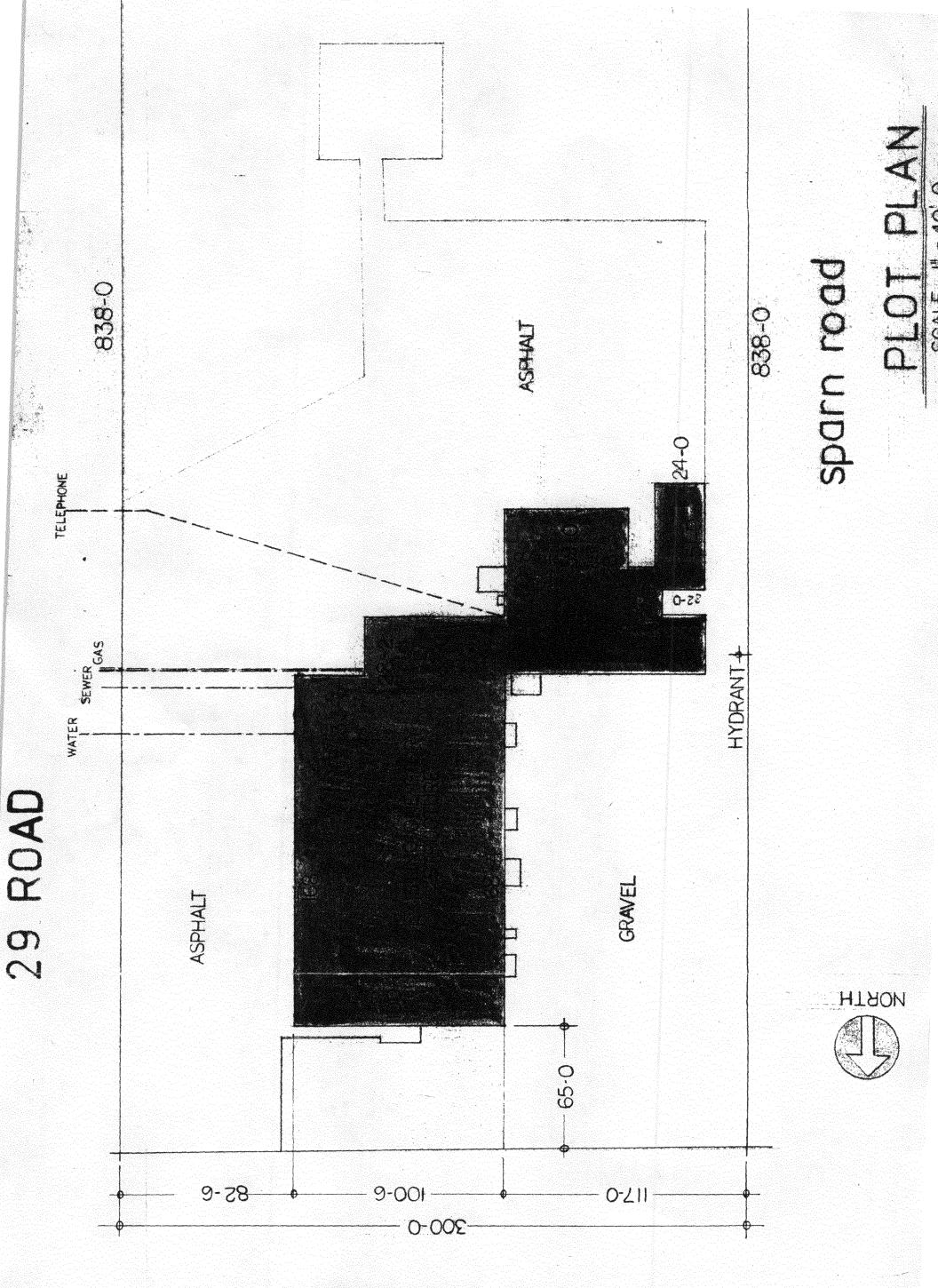
Please call if you have any questions.

Sincerely,

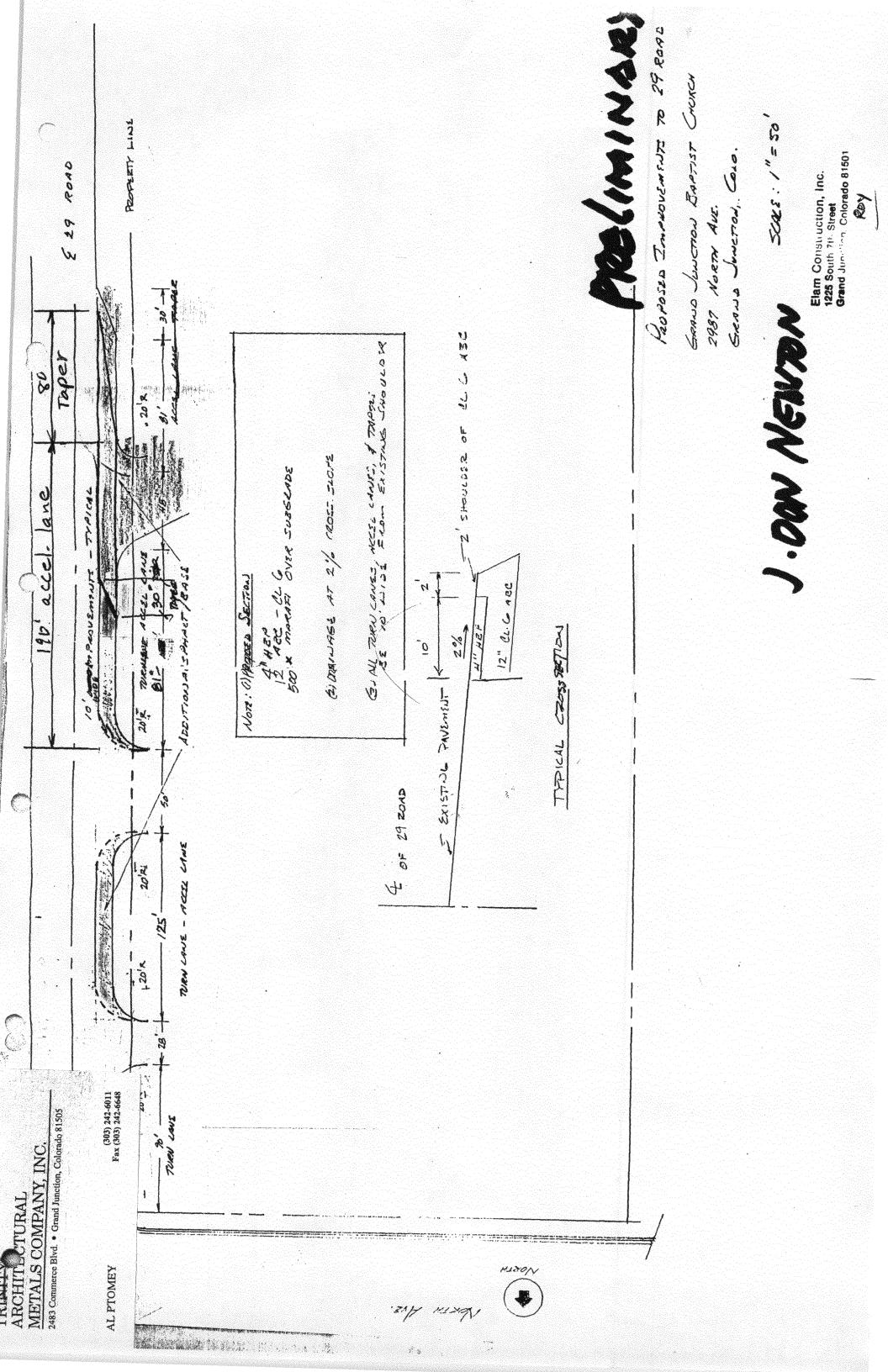
J. Don Newton, P.E. City Engineer

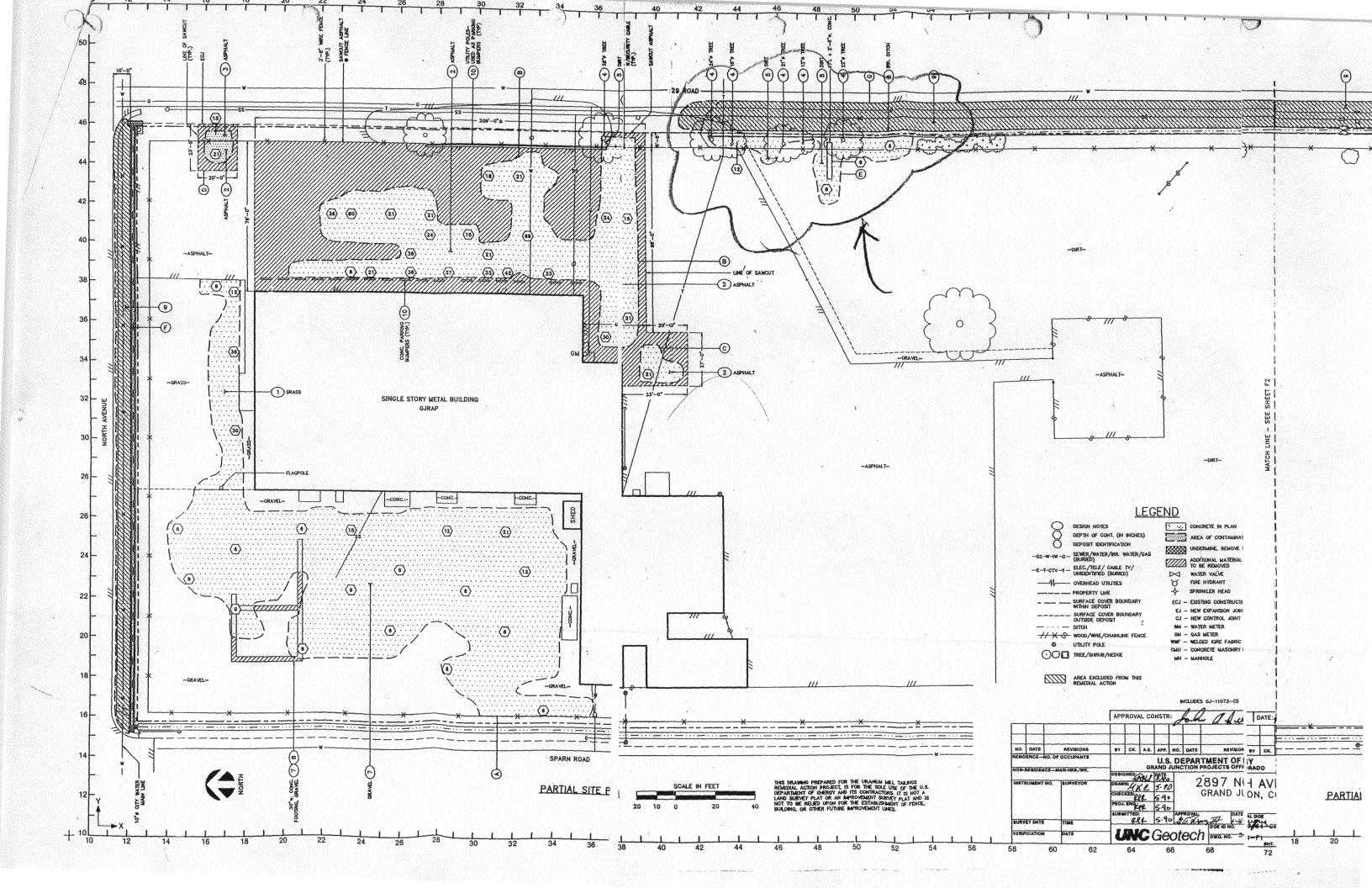
mg

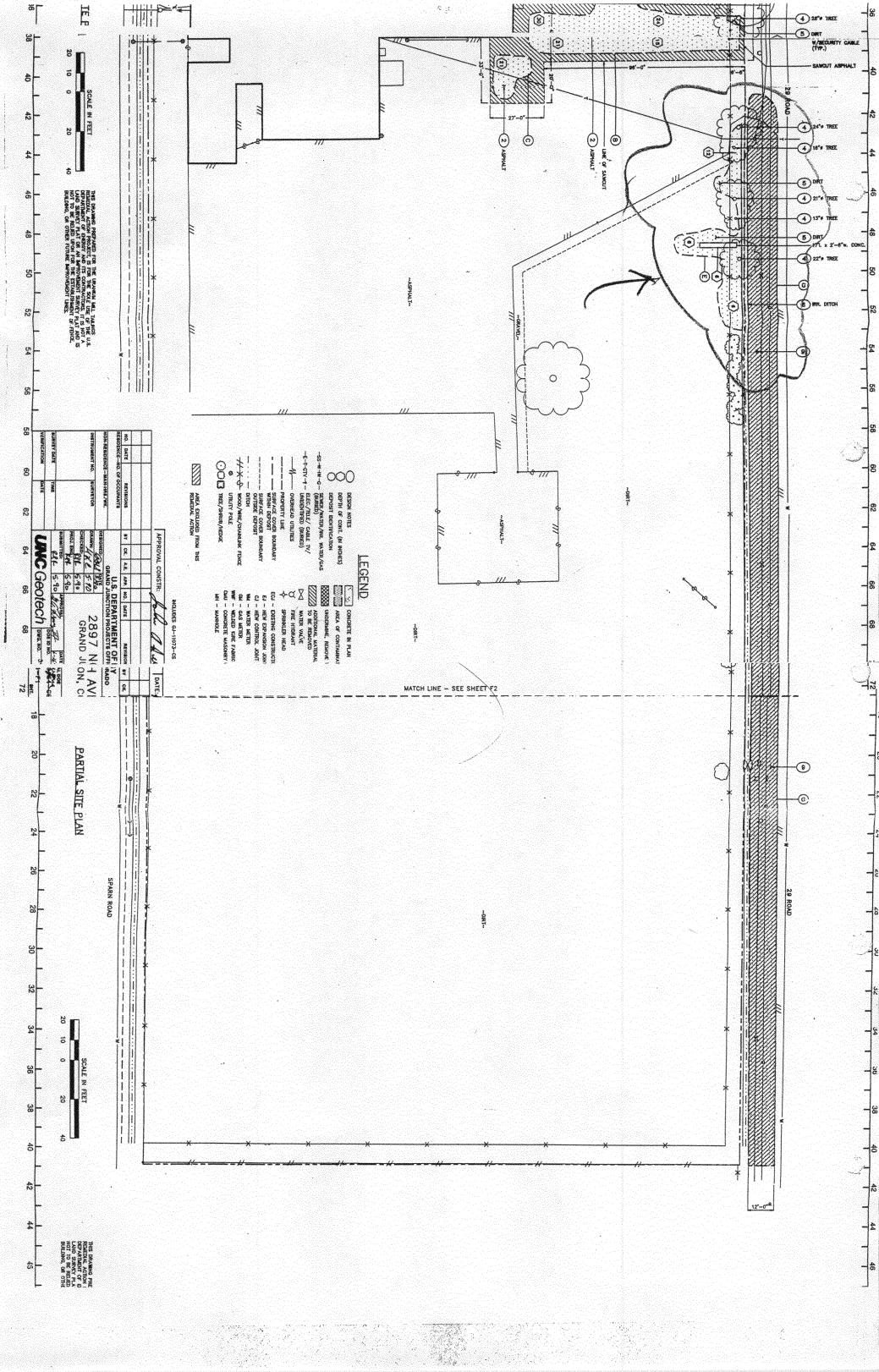
xc: Karen Scotti, Chem Nuclear David Thornton, Community Development



# north avenue







the receipt and sufficiency of which is hereby acknowledged, ha S       granted, bargained, sold and conveyed, and by these presents do ES         fargain, sell, convey and confirm, uno the grantee(s).       ILEs       heirs and assigns forever, all the real property. together with imp         fargain, sell, with all and being in the       County of       MESA       . State of         described as follows:       That parcel of land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto.       State of         state larwer by street and number as:       For Roadway and Utilities Right-of-Way purposes.         TOGETHER with all and singular the herediaments and appurenances thereto belonging, or in anywise appertaining, and the receiverions, terminotes and profits thereof, and all the estate. right, title, litters, takin and demand whatse grantor(s), for its self.       Its heirs and personal representatives or successors. Our covenant and its all and will WARRANT AND TOREVER DEPEND the above-bargained previses in the queut and percechapter sets on the its heirs and personal representatives or successors. Autom covenant and its hall and will WARRANT AND TOREVER DEPEND the above-bargained previses in the queut and percechapter sets on the its heirs and personal representatives or successors. Autom covenant and its hall and will WARRANT AND TOREVER DEPEND to above-bargained previses in the queut and percechapter sets on the its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) as         Market AND TORE COLORADO       State OF COLORADO       State OF COLORADO       State OF COLORADO			······································				
between Grand Junction Baptist Church  of the  County of  MeSa  Suite of Colorado, guantetion,  a municipal corporation,  whose legal address is  250 North 5th Street, Grand Junction 81501  of the  County of  MeSa  Suite of Colorado, guanceto:  WITNESSETU, That the guatoria, for and in consideration of the sum of  the receipt and sufficiency of which is beetly acknowledged, ha 8  granted, burganded, burganded, burgande with the presentation  the receipt and sufficiency of which is beetly acknowledged, ha 8  granted, burganded, burganded, burgande with the presentation  the receipt and sufficiency of which is beetly acknowledged, ha 8  granted, burgande burgin in the  county of  MeSa  That parcel, of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto.  ToGETHER with all and singular the herediaments and spure surface, must and appretances.  ToGETHER with all and singular the herediaments and appretances.  TolATE AND TO IOLD the sufficience allow the guand described with the granted, while the rest and appretances.  ToLATE with all and singular the burgendements and appretances.  ToLATE AND TO IOLD the sufficience allow the guand described with the granted, and appretances.  ToLATE and burgeness allow the granted account and appretances.  ToLATE AND TO IOLD the sufficience allow the guand described with the granted must be appretances.  ToLATE AND TO IOLD the sufficience allow the granted with the granted must be appretances.  ToLATE AND TO IOLD the sufficience allow the granted with the granted must be appretended.  LES and and with MARRANT AND DENKLYE MUTENDU the above the granted with		SPECIAL WAI	RRANTY DI	EED			
County of MESA			•		, 19 <b>91</b> ,		
a municipal corporation, whose legal address is 250 North 5th Street, Grand Junction 81501 of the County of MeSa .State of Colorado, granterise: WITNESSETH, That the grantor(s), for and in consideration of the sum of TEN DO the receipt and sufficiency of which is beerby acknowledged, ha 3 bagain, still, convey and confirm, unot the granterise. Its brins and assigns foreset: all the cal property, together with imp county of MeSa .still, convey and confirm, unot the granterise. That parceel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. attacherwrby-street and number and remainders, rem, isone and profits florent in any state, chain and advected on Exhibit "B", which exhibits are attached hereto. ToGETHER with all and singular the herefutureness and apportements. Use appreciable, with the molitaneous and apportances, grantors), either in how or equip, of, in and the address bargained previses, with the molitaneous and apportances, grantors), either in how or equip, of, in and the address bargained addressed with the appreciable consense of the 15 heirs and assigns against all and every percent belonging, or in anywise appertaining, and the re- reversions, combined and remainders, rems, is one and profits florent and all the endiaments and appartenances, TO HAVE AND TO HOLD the adore bargained addressed with the approximates, one consense of a molecular split. The florent and presense, which equivalent profits characteristics or successors, one consent and 15 state and will WARANT AND FORENEEDEEDEN the above bargained and decrebed with the approximates, so accessors due consent and 16 state and will WARANT AND FORENEEDEEDEN the above bargained profits the adjust the strend by through or under the grant 17 WITNESS WHEREOF, the presenters of this decord on the date set forth above. 18 A day of April Witness my hand and official seal. Wy commission expires 9/A/A/G5 - 18 A day of April 18 A day of April	County of	Mesa	, 9		* antor(s), and		
Grand Junction 81501         of the       County of       MESA       .State of Colorado, grante(s):         WITNESSETH, That the granto(s), for and in consideration of the sum of       TEN DO         the receipt and sufficiency of which is beetly acknowledged, Ita S       granted, burgained, solid and consequent and by these presents do GE         burgain, self, covery and confirm, uno the grante(s).       ILBs there and assigns forcer, all the real property, together with do GE         described as follows:       County of       MESA         That parcel of land described on Exhibit "A" and depicted on       Eshibit "B", which exhibits are attached hereto.         also harvery street-and number as:       For Roadway and Utilities Right-of-Way purposes.         TogetHER with all and singular the herediaments and appurtenances there belonging, or in anysis appertaining, and there reversions, remained and motis thereof, and all the cate, refut, the interest.         To ILVE AND TO HOLD the aid premise above bargained and described with the appurtenances.       Tot ILVE AND TO HOLD the aid premise above bargained and correlations on appurtenances.         Tot ILVE AND TO HOLD the aid premise above bargained and described with the appurtenances.       ILS he is and assigns attached present present sets on a grant described with the appurtenances.         TO HAVE AND TO HOLD the aid premise above bargained and described with the appurtenances.       ILS he is and assigns attached present or present disting the whole or any partenances.         Tot HAVE AND T							
WITNESSETH, That the grantor(s), for and in consideration of the sum of the receipt and sufficiency of which is hereby acknowledged, ha S thrank, bying and being in the described as follows: That parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of Land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto. A the parcel of the parc	whose legal address is			•			
	of the	County of	Mesa	, State of Colorado	o, grantee(s):		
bargain, sell, convey and confirm, unto the granter(s), if any, situate, lying and being in the described as follows:       ILEs beins and assigns forever, all the real property, together with imp County of MES2         That parcel of land described on Exhibit "A" and depicted on Exhibit "B", which exhibits are attached hereto.       State of         also herver by street and number as:       For Roadsway and Utilities Right-of-Way purposes.         TogETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywice appertaining, and the reversions, remainder and emainders, rens, issues and posits thereof, and all the estate, fight, tith, interse, takin and demand whats grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.       ILEs beins and assigns thereof, being the second and between the same and point thereof, and all the estate, fight, tith, interse, takin and whats grantor(s), either in law or equity, of, in and to the above bargained modecribed with the appurtenances. Unto the granterest.       ILEs beins and approach and exceeds the socessars. Adv covenant and it shall and will WARRANT AND TOREVER DEEEND the above bargained premises in the quiet and peaceable possession of the ILES beins and assigns all and every person or persons chirming the whole or any part frequence, by, through or under the granter IN WITNESS WHEREOF, the granter(s) as executed this deed on the date set forth above.         Marcel All and will WARRANT AND TOREVER DEEEND the above bargained premises above one appring the function, by, through or under the granter IN WITNESS WHEREOF, the granter(s) as executed this deed on the date set forth above.         Marcel All all and will WARRANT AND TOREVER DEEEND the above bargained pre	WITNESSETH, That	the grantor(s), for and	l in consideratior	of the sum of		TEN	DO
Exhibit "B", which exhibits are attached hereto.  Exhibit "B", which exhibits are attached hereto.  Alternative structure of the structure of	bargain, sell, convey and if any, situate, lying and	i confirm, unto the gra	-	Its heirs and a	ssigns forever, al	I the real property, togethe	
also larvar by street and number as: For Roadway and Utilities Right-of-Way purposes. TOGETHER with all and singular the bereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, press, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatse grantor(s), clitter in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, uncothe granter(s), for iLtS self. Its beirs and personal representatives or successors, do covenant and its shall and will WARRANT AND FOREVER DEFEND the above-bargained permises in the quiet and peaceable possession of the its here and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the granter(s) is set. WITNESS WHEREOF, the granter(s) is set excuted this deed on the date set forth above. Townord of Messa Tophonepring insertement was acknowledged before me. this hard and official seal. My commission expires 4/4/475						epicted on	
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantec(s). Its assigns forever. The grantor(s), for its self , Its heirs and personal representatives or successors, do covenant and it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) in S executed this deed on the date set forth above. WITNESS WHEREOF; the grantor(s) in S executed this deed on the date set forth above. To under the grantor(s) in S is state of colorAdo county of Mesa The formoring instrument was acknowledged before methis is is all and official seal. My commission expires 4/4/495- K a f a f a f a f a f a f a f a f a f a		, which ch			leteto.		
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatse grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantec(s). Its assigns forever. The grantor(s), for its self. Its heirs and personal representatives or successors, do covenant and it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the granter(s) has secure this deed on the date set forth above. WITNESS WHEREOF; the grantor(s) has secure this deed on the date set forth above. STATE OF COLORADO County of Mesa The horizoning instrument was acknowledged before methis by a thereof methis deed on the date set. Witness my hand and official seal. My commission expires $4/4/4/95^-$							
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantec(s). ILS assigns forever. The grantor(s), for iLS self. ILS heirs and personal representatives or successors, do covenant and iL shall and will WARANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the iLS heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the granter(s) in S NUTNESS WHEREOF, the grantor(s) in S EXAMPLE OF COLORADO County of Mesa Theforegoing instrument was acknowledged before me this by the personal and official seal. My commission expires 4/4/4/95 K a f a A A A							
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained premises, with the hereditaments and appurtenances. Its assigns forever. The grantor(s) for its self . Its heirs and personal representatives or successors, do covenant and it shall and will WARANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) has excuted this deed on the date set forth above. WITNESS WHEREOF, the grantor(s) has excuted this deed on the date set forth above. STATE OF COLORADO County of Messa Thetorenoing inservement was acknowledged before me. this have. Witness my hand and official seal. My commission expires 4/4/495- Kaa f and adjust and official seal.							
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantec(s). ILS assigns forever. The grantor(s), for ILS self. ILS heirs and personal representatives or successors, do covenant and it shall and will WARANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the iLS heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) has executed this deed on the date set forth above. WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above. STATE OF COLORADO County of Messa Thytoreoring insertument was acknowledged before me. this is in a day of April . Witness my hand and official seal. My commission expires $4/4/4/95^-$							
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantoc(s). ILS assigns forever. The grantor(s) for iLS self. ILS heirs and personal representatives or successors. do covenant and iL shall and will WARANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the iLS heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) has excuted this deed on the date set forth above.	11						
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantec(s). ILS assigns forever. The grantor(s), for ILS self. ILS heirs and personal representatives or successors, do covenant and it shall and will WARANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the iLS heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) has executed this deed on the date set forth above. WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above. STATE OF COLORADO County of Messa Thytoreoring insertument was acknowledged before me. this is in a day of April . Witness my hand and official seal. My commission expires $4/4/4/95^-$							
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained premises, with the appurtenances, unto the grantec(s). ILS assigns forever. The grantor(s) for iLS self. ILS heirs and personal representatives or successors, do covenant and iL shall and will WARANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the iLS heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) has excluded this deed on the date set forth above. Town of Messa Thetoregoing instrument was acknowledged before me. this half and official seal. My commission expires 4/4/4/95 Witness my hand and official seal. My commission expires 4/4/4/95							
reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatso grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the granter(s), ILS assigns forever. The grantor(s), for ILS self , ILS heirs and personal representatives or successors, do covenant and IL shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the ILS heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) in S Executed this deed on the date set forth above. WITNESS WHEREOF, the grantor(s) in S STATE OF COLORADO County of Mesa Thylotragoing instrument was acknowledged before methis by Witness my hand and official seal. My commission expires $4/4/195^-$ Witness my hand and official seal. My commission expires $4/4/195^-$	also-kn-wn-by-street-and	<del>1 number-as:</del> For	Roadway	and Utiliti	es Right-	of-Way purposes	s.
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), Its assigns forever. The grantor(s), for its self , Its heirs and personal representatives or successors, do covenant and it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the gra IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.					0		
it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the gra- IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.	TOGETHER with al reversions, remainder an	ll and singular the her id remainders, rents, i	reditaments and issues and profits	appurtenances theret thereof; and all the	o belonging, or estate, right, title	in anywise appertaining, e, interest, claim and dema	and the reve
IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO	II and singular the her Id remainders, rents, i or equity, of, in and to HOLD the said premi	reditaments and issues and profits the above barga ises above bargai	appurtenances theret thereof; and all the ined premises, with ned and described wi	o belonging, or estate, right, tith the hereditaments th the appurtenar	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantec(s),	and the reve and whatsoe Its
SS. County of Mesa The foregoing instrument was acknowledged before me this by w Witness my hand and official seal. My commission expires 4/4/95 KENDRAR.	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil	II and singular the here and remainders, rents, it or equity, of, in and to HOLD the said premintor(s), for its site IWARRANT AND FO	reditaments and issues and profits the above barga ises above bargai el£ , I OREVER DEFE	appurtenances theref thereof; and all the ined premises, with ned and described wi ts heirs and pers ND the above-bargain	to belonging, or estate, right, title the hereditaments th the appurtenar onal representative ned premises in th	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantec(s), ves or successors, do c e quiet and peaceable posse	and the reve and whatsoe Its ovenant and ession of the g
County of Mesa The foregoing instrument was acknowledged before me this by w by w KENDRAR. KENDRAR. KARAD	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a	II and singular the here ad remainders, rents, i or equity, of, in and to HOLD the said premi attor(s), for its s II WARRANT AND FO ssigns, against all and o	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p	appurtenances theref thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ ned premises in th whole or any par	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantee(s), ves or successors, do c re quiet and peaceable posse rt thereof, by, through or un	and the reve and whatsoe Its ovenant and ession of the g
SS. County of Mesa The foregoing instrument was acknowledged before me this by w Witness my hand and official seal. My commission expires 4/4/95 KENDRAR.	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a	II and singular the here ad remainders, rents, i or equity, of, in and to HOLD the said premi attor(s), for its s II WARRANT AND FO ssigns, against all and o	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p	appurtenances theref thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ ned premises in th whole or any par	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantee(s), ves or successors, do c re quiet and peaceable posse rt thereof, by, through or un	and the reve and whatsoe Its ovenant and a ession of the g
SS. County of Mesa The foregoing instrument was acknowledged before me this by Witness my hand and official seal. My commission expires 4/4/95 Kallora	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a	II and singular the here ad remainders, rents, i or equity, of, in and to HOLD the said premi attor(s), for its s II WARRANT AND FO ssigns, against all and o	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p	appurtenances theref thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ ned premises in th whole or any par	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantee(s), ves or successors, do c re quiet and peaceable posse rt thereof, by, through or un	and the reve and whatsoe Its ovenant and ession of the g
SS. County of Mesa The foregoing instrument was acknowledged before me this by Witness my hand and official seal. My commission expires 4/4/95 KENDRAR. KARA	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a	II and singular the here ad remainders, rents, i or equity, of, in and to HOLD the said premi attor(s), for its s II WARRANT AND FO ssigns, against all and o	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p	appurtenances theref thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ ned premises in th whole or any par	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantee(s), ves or successors, do c re quiet and peaceable posse rt thereof, by, through or un	and the reve and whatsoe Its ovenant and a ession of the g
Witness my hand and official seal. My commission expires $4/4/95$ KENDRA R. K $\rho$ $\rho$ $\lambda$	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a	II and singular the here ad remainders, rents, i or equity, of, in and to HOLD the said premi attor(s), for its s II WARRANT AND FO ssigns, against all and o	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p	appurtenances theref thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ ned premises in th whole or any par	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantee(s), ves or successors, do c re quiet and peaceable posse rt thereof, by, through or un	and the reve and whatsoe Its ovenant and ession of the g
Witness my hand and official seal. My commission expires $4/4/95$ KENDRAR.	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a	Il and singular the her ad remainders, rents, i or equity, of, in and to HOLD the said premi ator(s), for its s Il WARRANT AND FO ssigns, against all and EOF, the grantor(s) h	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p a <b>S</b> ex	appurtenances theref thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the	o belonging, or estate, right, titl- the hereditaments th the appurtenar onal representativ bed premises in th whole or any par- he date set forth	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantee(s), ves or successors, do c re quiet and peaceable posse rt thereof, by, through or un	and the reve and whatsoe Its ovenant and ession of the g
My commission expires $4/4/95$	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a IN WITNESS WHER	Il and singular the her ad remainders, rents, i or equity, of, in and to HOLD the said premi ator(s), for its s Il WARRANT AND FO EOF, the grantor(s) her voto EOF, the grantor(s) her voto STATE OF COLO	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p a <b>S</b> ex	appurtenances there thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the ecuted this deed on t	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ hed premises in th whole or any par he date set forth	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantec(s), ves or successors, do c e quiet and peaceable posse rt thereof, by, through or un above.	and the reve and whatsoe Its ovenant and ession of the g inder the gran
X KENDRAR. K	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a IN WITNESS WHER	Il and singular the her ad remainders, rents, i or equity, of, in and to HOLD the said premi ator(s), for its s Il WARRANT AND FO EOF, the grantor(s) her voto EOF, the grantor(s) her voto STATE OF COLO	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p a <b>S</b> ex	appurtenances there thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain persons claiming the ecuted this deed on t	o belonging, or estate, right, tith the hereditaments th the appurtenar onal representativ hed premises in th whole or any par he date set forth	in anywise appertaining, e, interest, claim and dema s and appurtenances; nces, unto the grantec(s), ves or successors, do c e quiet and peaceable posse rt thereof, by, through or un above.	and the reve and whatsoe Its ovenant and ession of the g inder the gran
	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a IN WITNESS WHER	Il and singular the her ad remainders, rents, i or equity, of, in and to HOLD the said premi ator(s), for its s Il WARRANT AND FO EOF, the grantor(s) her voto EOF, the grantor(s) her voto STATE OF COLO	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p a <b>S</b> ex	appurtenances theret thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain bersons claiming the ecuted this deed on t	o belonging, or estate, right, title the hereditaments the hereditaments that the appurtenar onal representative ed premises in the whole or any par- he date set forth set forth	in anywise appertaining, e, interest, claim and dema s and appurtenances; nees, unto the grantec(s), ves or successors, do c e quiet and peaceable posse rt thereof, by, through or un above. day of April cial seal.	and the reve and whatsoe Its ovenant and ession of the g inder the gran
	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a IN WITNESS WHER	Il and singular the her ad remainders, rents, i or equity, of, in and to HOLD the said premi ator(s), for its s Il WARRANT AND FO EOF, the grantor(s) h COUNTY OF COLO County of Me ment was acknowledge	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p a <b>S</b> ex	appurtenances theret thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain bersons claiming the ecuted this deed on t	o belonging, or estate, right, title the hereditaments the hereditaments that the appurtenar onal representative ed premises in the whole or any par- he date set forth set forth	in anywise appertaining, e, interest, claim and dema s and appurtenances; nees, unto the grantec(s), ves or successors, do c e quiet and peaceable posse rt thereof, by, through or un above. day of April cial seal.	and the reve and whatsoe Its ovenant and ession of the g inder the gran
*If in Denver, insert "City and " COV of the second	TOGETHER with al reversions, remainder an grantor(s), either in law TO HAVE AND TO assigns forever. The gran it shall and wil its heirs and a IN WITNESS WHER	Il and singular the her di remainders, rents, i or equity, of, in and to HOLD the said premi nor(s), for its s Il WARRANT AND FO ssigns, against all and EOF, the grantor(s) h COUNTY OF ME THATE OF COLO County of Me ment was acknowledge KEMDRA R.	reditaments and issues and profits the above bargai ises above bargai eff , I OREVER DEFE every person or p a <b>S</b> ex	appurtenances theret thereof; and all the ined premises, with ned and described wi <b>US</b> heirs and pers ND the above-bargain bersons claiming the ecuted this deed on t	o belonging, or estate, right, title the hereditaments the hereditaments that the appurtenar onal representative ed premises in the whole or any par- he date set forth set forth	in anywise appertaining, e, interest, claim and dema s and appurtenances; nees, unto the grantec(s), ves or successors, do c e quiet and peaceable posse rt thereof, by, through or un above. day of April cial seal.	and the reve and whatsoe Its ovenant and ession of the g inder the gran

### EXHIBIT "A"

Martin Martin

ъ

Beginning at a point which is South 40 feet and West 30 feet from the Northeast corner of Section 18, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado; thence South, parallel with the East line of said Section 18, a distance of 838.0 feet; thence West a distance of 20.0 feet; thence North a distance of 805.0 feet; thence N 45° W a distance of 32.53 feet; thence West, parallel with the North line of said Section 18, a distance of 224.0 feet; thence S 45° W a distance of 32.53 feet; thence S 45° W a distance of 32.53 feet; thence S 45° W a distance of 32.53 feet; thence S 45° W a distance of 32.53 feet; thence South a distance of 805.0 feet; thence South a distance of 805.0 feet; thence West a distance of 805.0 feet; thence West a distance of 10.0 feet; thence North a distance of 838.0 feet; thence East a distance of 300.0 feet to the Point of Beginning.

