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File 1991-0057

Name: Alpine Meadows

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X	X	Sewerage Service Agreement			
X	X	Plat			
X	X	Zone of Annexation – Action Sheet			
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PETITION FOR ANNEXATION

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described property to the said City:

ALPINE MEADOWS ANNEXATION

All of Alpine Meadows Subdivision as recorded in Book 1847 Page 355 including adjoining R.O.W. for 27 road lying west of the east section line of section 35 T1N R1W and

All of La Casa de Dominguez subdivision filing #3 as recorded in book 13 page 393.

As ground therefor, the petitioners respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Section 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limits lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets, alleys and city owned lands, and they total more than fifty percent of the landowners within the territory; that the mailing address of each signer and the date of signature are set forth hereafter opposite the name of each signer, and that the legal description of the property owned by each signer of said petition is attached hereto.

WHEREFORE these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance.

244-1439

KARL METZNER

City C. J. Planning

ALPINE MEADOWS - OWNERS w/in 200 ft.

- | | | Book | Page | # |
|-----------------|------------------------------------|------|---------|----|
| 2701-351-00-007 | PLSEK, CHARLIE | 1580 | 646 | |
| -062 | RUDOLSKY, HARLEY | 1599 | 693 | ✓ |
| -063 | SACCOMANDI, VIRGINIA | 968 | 314 | ✓ |
| | 778 26 1/2 Rd
PARADISE HILLS #1 | | 837-511 | ✓ |
| 2701-264-05-001 | MARSH, CRAIG | 1507 | 857 | ✓ |
| | 802 Jamaica Dr. | | | 06 |
| -002 | PARK, DARWIN | 1022 | 438 | ✓ |
| -003 | JACKSON, JEROLD | 1625 | 712 | ✓ |
| | 2677 Paradise Way | | | 06 |
| -25-001 | KNAPP, RALPH W | 1759 | 726 | ✓ |
| | 12373 Oliva Rd San Diego CA 92126 | | | ✓ |
| -002 | DICK, EDWARD | 7574 | 124 | ✓ |
| | 2678 1 Mazatlan Dr | | | 06 |
| -003 | GARLISON, WILLIAM D | 1784 | 32 | ✓ |
| | P.O. Box 633 | | | 06 |
| -22-001 | MILLER, WYLIE V | 1434 | 225 | ✓ |
| | 2673 Paradise Dr. | | | 06 |
| -002 | BLOOM, ROBERT | 1709 | 532 | ✓ |
| | 2683 Mazatlan Dr | | | 06 |
| -003 | STAR, STEVE | 1644 | 440 | ✓ |
| | 2685 Mazatlan | | | 06 |
| -004 | ROSE, JEROLD | 1688 | 307 | ✓ |
| | 2687 Mazatlan | | | 06 |
| -23-001 | MORRIS, GARY R | 1416 | 803 | ✓ |
| | 2691 Mazatlan | | | 06 |
| -002 | NEVINS, HERBERT V | 1420 | 284 | ✓ |
| | 2693 Mazatlan | | | 06 |
| -003 | TUSTISON, THOMAS A | 1761 | 170 | ✓ |
| | 2695 Mazatlan | | | 06 |
| -004 | CORTNEY, DONALD R | 1801 | 832 | ✓ |
| | 2697 Mazatlan | | | 06 |
| -018 | ARNETT, WAYNE A | 1769 | 104 | ✓ |
| | 2699 Mazatlan | | | 06 |

" SKYLINE 54B "

- | | | | | |
|-----------------|---|------|-----|----|
| 2701-362-20-001 | KARSTEN, THOMAS (1) | 1639 | 770 | ✓ |
| | 794 24 Rd | | | 06 |
| -004 | KOOKER, DONALD E JR. (4) | 1150 | 235 | ✓ |
| | 2708 Skyline Dr. | | | 06 |
| -002 | GOLTER, LEEB (2) | 1099 | 378 | ✓ |
| | 2702 Skyline Dr | | | 06 |
| -003 | GOLTER, LEEB (3) | 1132 | 963 | ✓ |
| | 2702 Skyline | | | 06 |
| -010 | LINDAUER, NORMAN D (10) | 1682 | 465 | ✓ |
| | 2703 Skyline | | | 06 |
| -011 | KOTLES, MELVIN J (11) | 1695 | 777 | ✓ |
| | 2707 Skyline | | | 06 |
| -009 | CHRISTOPHER, REV. L.T. | 1736 | 33 | ✓ |
| | B. 11 - P.O. Box 48, Hesperia, CA 92345 | | | 06 |
| -008 | TUCKER, HARRY A (8) | 1511 | 34 | ✓ |
| | 2709 Skyline | | | 06 |

- | | | | | |
|-----------------|----------------------|------|-----|----|
| 2701-362-00-001 | SUTHERLAND, ROBERT R | 1711 | 781 | ✓ |
| | 2719 H Road | | | 06 |

DECLARATIONS FOR ANNEXATIONS

THE COMMUNITY DEVELOPMENT DEPARTMENT HAS REVIEWED THE PROPOSED ANNEXATION AND HAS DETERMINED THAT:

THE PETITION HAS BEEN SIGNED BY OWNERS OF MORE THAN 50 % OF THE PROPERTY DESCRIBED AND BY MORE THAN 50% OF THE OWNERS IN THE AREA DESCRIBED.

THE AREA HAS AT LEAST 1/6 CONTIGUITY WITH EXISTING CITY LIMITS

A COMMUNITY OF INTEREST EXISTS BETWEEN THE AREA TO BE ANNEXED AND THE CITY OF GRAND JUNCTION

THE AREA IS URBAN OR WILL BE URBANIZED IN THE NEAR FUTURE

THE AREA IS CAPABLE OF BEING INTEGRATED WITH THE CITY OF GRAND JUNCTION



DEVELOPMENT APPLICATION
 Community Development Department
 250 North 5th Street Grand Junction, CO 81501
 (303) 244-1430

A Receipt _____
 Date _____
 Rec'd By _____
 File No. 75791

We, the undersigned, being the owners of property situated in Mesa County, State of Colorado, as described herein do hereby petition this:

PETITION	PHASE	SIZE	LOCATION	ZONE	LAND USE
<input type="checkbox"/> Subdivision Plat/Plan	<input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Resub				
<input type="checkbox"/> Rezone				From: To:	
<input type="checkbox"/> Planned Development	<input type="checkbox"/> ODP <input type="checkbox"/> Prelim <input type="checkbox"/> Final				
<input type="checkbox"/> Conditional Use					
<input checked="" type="checkbox"/> Zone of Annex		25.27 acres	SOUTHWESTERLY of 27th & H roads	PR	RESIDENTIAL
<input type="checkbox"/> Text Amendment					
<input type="checkbox"/> Special Use					
<input type="checkbox"/> Vacation					<input type="checkbox"/> Right-of-Way <input type="checkbox"/> Easement

<input type="checkbox"/> PROPERTY OWNER	<input type="checkbox"/> DEVELOPER	<input checked="" type="checkbox"/> REPRESENTATIVE PETITIONER
Name <u>N/A</u>	Name <u>N/A</u>	Name <u>City of Grand Junction</u>
Address _____	Address _____	Address <u>250 N. 5th St.</u>
City/State/Zip _____	City/State/Zip _____	City/State/Zip <u>Grand Junction, Co.</u>
Business Phone No. _____	Business Phone No. _____	Business Phone No. <u>244-1430</u>

NOTE: Legal property owner is owner of record on date of submittal.

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

Kurt M. [Signature]
 Signature of Person Completing Application _____ Date _____

Signature of Property Owner(s) - Attach Additional Sheets if Necessary

2701-351-00-007
Charlie Plsek
771 27 Road
Grand Junction, CO 81506

Edward Dick
2678 Mazatlan Drive
Grand Junction, CO 81506

Wayne Arnett
2699 Mazatlan Drive
Grand Junction, CO 81506

2701-351-00-062
Harley Ruofsky
780 26 1/2 Road
Grand Junction, CO 81506

William D. Garrison
P.O. Box 633
Grand Junction, CO 81506

Thomas Karsten
794 27 Road
Grand Junction, CO 81506

2701-351-00-063
Virginia Saccomanno
778 26 1/2 Road
Grand Junction, CO 81506

Wylie Miller
2673 Paradise Drive
Grand Junction, CO 81506

Donald Kooker
2708 Skyline Drive
Grand Junction, CO 81506

Alpine Meadows Development Corp
1111 S. 12th Street
Grand Junction, CO 81501

Robert Bloom
2683 Mazatlan Drive
Grand Junction, CO 81506

Lee B. Golter
2702 Skyline Drive
Grand Junction, CO 81506

Thomas E. Benson
2357 Piazza
Grand Junction, CO 81506

Steve Star
2685 Mazatlan Dr.
Grand Junction, CO 81506

Norman Lindauer
2703 Skyline Drive
Grand Junction, CO 81506

Corp of Pres. Bishop
Church of Jesus Christ
50 E. North Temple Street
Salt Lake City, UT 84150

Jerrold Rose
2687 Mazatlan Drive
Grand Junction, CO 81506

Melvin Kohles
2707 Skyline Drive
Grand Junction, CO 81506

Craig Marsh
802 Jamaica Drive
Grand Junction, CO 81506

Gary R. Morris
2691 Mazatlan Drive
Grand Junction, CO 81506

Bill Christopher
P.O. Box 48
Hesperia, CA 92345

Darwin Park
2675 Paradise Way
Grand Junction, CO 81506

Herbert Nevins
2693 Mazatlan Drive
Grand Junction, CO 81506

Harry A. Tucker
2707 Skyline Drive
Grand Junction, CO 81506

Jerrold Jackson
2677 Paradise Way
Grand Junction, CO 81506

Thomas Tustison
2695 Mazatlan Drive
Grand Junction, CO 81506

Robert R. Sutherland
2719 H Road
Grand Junction, CO 81506

Ralph W. Knapp
12373 Oliva Road
San Diego, CA 92128

Donald R. Coatney
2697 Mazatlan Drive
Grand Junction, CO 81506

Alpine Meadows

#57-91

NOTIFIED BY MAIL:

Wilson Ranch Annex:

Thomas E. Folkstad
406 Ridges Blvd.
Grand Junction, CO 81503

Corp. of Pres. Bishop
Church of Jesus Christ
50 E. North Temple St.
Salt Lake City, UT 84150

Alpine Meadows:

Alpine Meadows Development Corp. *

1111 S. 12th St.
Grand Junction, CO 81501

Thomas E. Benson *

2357 Piazza
Grand Junction, CO 81506

Harley Rudofsky *

780 26 1/2 Road
Grand Junction, CO 81506

Blue Heron:

Mays Concrete Inc. *

2399 River Road
Grand Junction, CO 81505

Mesa County Board of County Commissioners *

750 Main St.
Grand Junction, CO 81501

River Road Properties-Joint Venture

397 Ridges Blvd.
Grand Junction, CO 81503

Irwin Meders

1235 Colorado Ave.
Grand Junction, Co 81501

* NOTIFIED BY PERSONAL VISIT & PHONE CALLS

**PROJECT NARRATIVE- ALPINE MEADOWS
ZONE OF ANNEXATION**

This annexation consists of Alpine Meadows Subdivision and Filing # 3 of La Casa de Domiquez Subdivision. Both of these developments are residential and were zoned PR (planned residential) in the county with a maximum density of 4.2 units per acre. The proposed city zoning is also PR with a maximum density of 4.2 units per acre with the plan to be as per the previous county approvals including all requirements for public improvements. All improvements have been completed and accepted by the county.

BRAY AND COMPANY formerly known as BRAY REALTY COMPANY,

1326870 DOC 02.25 12:48 PM
MAY 19 1983 E. SAWYER, CLK REC MESA CTY, CO
BOOK 1434 PAGE 225

a corporation duly organized and existing under and by virtue of
the laws of the State of Colorado

whose address is 1015 N. 7th Street, Grand Junction

County of Mesa, and State of

Colorado, for the consideration of TWENTY TWO THOUSAND, FIVE HUNDRED dollars,

AND NO/100 (\$22,500.00)-----
in hand paid, hereby sell(s) and convey(s) to

WYLIE R. MILLER and CARRIE J. MILLER, as joint tenants

whose legal address is 2673 Paradise Drive, Grand Junction, County of

Mesa, and State of Colorado, the following real property in the

County of Mesa, and State of Colorado, to wit:

Lot 1 in Block 1 of
PARADISE HILLS FILING NO. SIX,
MESA COUNTY, COLORADO

Together with any and all water, water rights, ditch and ditch rights of way,
thereunto appertaining and used in connection therewith.

also known as street and number 2681 Mazatlan Drive (Vacant Land), Grand Junction, CO

with all its appurtenances, and warrant(s) the title to the same, subject to building and zoning
regulations, easements, reservations, and restrictive covenants of record; 1983
taxes due and payable in 1984 and all future taxes and assessments.

Signed this 18th day of May, 19 83.



BRAY AND COMPANY, a Colorado Corporation
f/n/a BRAY REALTY COMPANY

By Robert L. Bray Secretary. Robert L. Bray President.

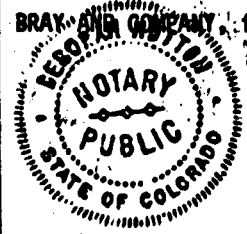
OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 18th day of May,

19 83, by Robert L. Bray as President and

Glenn Brock as Secretary of

BRAY AND COMPANY, formerly known as Bray Realty Company, a corporation.



My commission expires 3/10/84
Witness my hand and official seal.

Deborah Hutton
1015 N. 7th Street Notary Public.
Grand Junction, CO 81501

WARRANTY DEED

BOOK 1784 PAGE 32

BRAY AND COMPANY

1539928 02:00 PM 04/18/90
E. SAN YER, CLK&REC MESA COUNTY CO
DOC \$ 1.85

a corporation duly organized and existing under and by virtue of the laws of
the State of **Colorado**, FORMERLY KNOWN AS BRAY REALTY
COMPANY, a Colorado Corporation,
whose address is **1015 N. 7th Street, Grand Junction**

of the _____ *County of **Mesa** _____ and State of **Colorado**

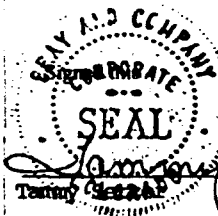
for the consideration of **EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100**
dollars, in hand paid, hereby sells and conveys to
WILLIAM D. GARRISON

whose legal address is **P O Box 633, Grand Junction,**
in the _____ County of **Mesa** _____ and State of **Colorado 81502**, the following
real property in the _____ County of **Mesa** _____, and State of **Colorado**, to wit:

**LOT 3
BLOCK 4
PARADISE HILLS FILING NO. SIX**

also known as street and number as **2680 Mazatlan Dr., Grand Jct., Colorado 81506**

with all its appurtenances, and warrants the title to the same, subject to: **1990 taxes due and payable in
1990 and subsequent years; easements, restrictions, reservations and rights
of way of record if any**



9th day of April, 19 90

Tammy Setzer
Secretary

BRAY AND COMPANY
By Robert L. Bray President

STATE OF COLORADO,

County of **Mesa** } ss

The foregoing instrument was acknowledged before me this 9th day of April, 19 90
by Robert L. Bray as President and
Tammy Setzer as Secretary of

formerly known as Bray Realty
Company, a Colorado corporation.

Bray and Company
My commission expires 3-25-91
Witness my hand and official seal.

Laurah [Signature]
Notary Public

*If in Denver, insert "City and".

90-4-37

Recorded at.....o'clock.....M.....
Reception No.....Recorder.

MICHAEL J. HALKOWITZ and M. JEANNETTE HALKOWITZ,

BOOK 1574 PAGE 124

whose address is Post Office Box 3403, Kingsport, 37664,

County of Sullivan State of

Tennessee, for the consideration of-----

NINETY SIX THOUSAND AND NO/100 (\$96,000.00)-----
dollars, in hand paid, hereby sell(s) and convey(s) to

1412126 DDC \$9.60 02:09 PM
JAN 31, 1986 E.SAWYER, CLK&PEC MESA CTY, CO

EDWARD J. DICK and MARY A. DICK, as joint tenants,

whose legal address is 2678 Mazatlan Drive, Grand Junction 81506, County of

Mesa, and State of Colorado the following real property in the

County of Mesa, and State of Colorado, to wit:

Lot 2 in Block 4 of
PARADISE HILLS FILING NO. SIX,
Mesa County, Colorado

Together with any and all water, water rights, ditches and ditch rights-of-way
thereunto appertaining and used in connection therewith

also known as street and number 2678 Mazatlan Drive, Grand Junction, Colorado 81506

with all its appurtenances, and warrant (s) the title to the same, subject to building and zoning
regulations, easements, reservations and restrictive covenants of record, 1986
taxes, due and payable in 1987, and all future taxes and assessments.

Signed this 30th day of January, 1986.

Michael J. Halkowitz
Michael J. Halkowitz

M. Jeannette Halkowitz
M. Jeannette Halkowitz

STATE OF COLORADO

County of Mesa

ss.

The foregoing instrument was acknowledged before me this 30th
day of January, 1986, by Michael J. Halkowitz and M. Jeannette
Halkowitz.

My commission expires February 2, 1986.
Witness my hand and official seal.



Jammie J. For
1015 North 7th Street
Grand Junction, Colorado 81501

Notary Public

WARRANTY DEED

BRAY AND COMPANY formerly known as Bray Realty Company
A COLORADO CORPORATION

BOOK 1759 PAGE 726

a corporation duly organized and existing under and by virtue of the laws of

the State of **Colorado**

whose address is **1015 N. 7th Street, Grand Junction,**

of the _____ *County of **Mesa** _____ and State of **Colorado 81501**

1525839 02:51 PM 09/22/89
E.SANYER: CLK&REC MESA COUNTY CO
DOC \$ 1.20

_____ for the consideration of **TWELVE THOUSAND AND NO/100 (\$12,000.00)** dollars,
in hand paid, hereby sells and conveys to

RALPH W. KNAPP AND LAVONNE A. KNAPP as joint tenants

whose legal address is **12373 Oliva Rd., San Diego**

in the _____ County of **San Diego** _____ and State of **California 92128** the following
real property in the _____ County of **Mesa** _____ and State of **Colorado**, to wit:

**Lot 1 in Block 4 of
PARADISE HILLS FILING NO. SIX**

also known as street and number as **(Vacant land)**

with all its appurtenances, and warrants the title to the same, subject to: **1989 taxes due and payable in 1990 and subsequent years; easements, restrictions, reservations and rights of way of record if any**


Signed this _____ 20th _____
Tammy Setzer Secretary

_____ day of **September** _____, 19 **89**

BRAY AND COMPANY, A COLORADO CORPORATION
formerly **Bray Realty Company, A COLORADO CORPORATION**
By **Robert L. Bray** President

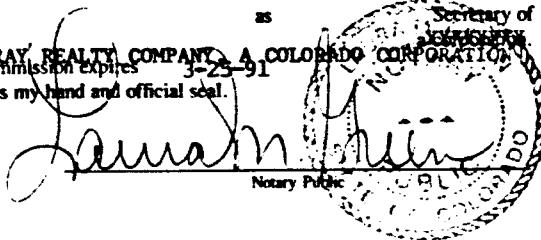
STATE OF COLORADO,

_____ County of **Mesa** } ss

The foregoing instrument was acknowledged before me this _____ 20th day of **September** _____, 19 **89**.
by **Robert L. Bray** as **President and**
Tammy Setzer as **Secretary of**

BRAY AND COMPANY, FORMERLY KNOWN AS BRAY REALTY COMPANY, A COLORADO CORPORATION

My commission expires **3-25-91**
Witness my hand and official seal.


Notary Public

*If in Denver, insert "City and".

Recorded at..... o'clock..... M,
Reception No. Recorder.

JOHN W. CROUCH

BOOK 1625 PAGE 712

1444224 DOC \$6.41 01:28 PM
FEB 05, 1987 E.SAWYER, CLK&REC MESA CTY, CO

whose address is 755 Continental Court, Grand Junction 81506

County of Mesa, State of

COLORADO for the consideration of
SIXTY-FOUR THOUSAND ONE-HUNDRED THIRTY-FIVE AND NO/100-
dollars, in hand paid, hereby sell(s) and convey(s) to
JERROLD W. JACKSON AND HERLINDA L. JACKSON, as joint tenants

whose legal address is 2677 Paradise Way, Grand Junction . 81506 County of

Mesa, and State of Colorado the following real property in the
County of Mesa, and State of Colorado, to wit:

Lot 3 in Block 6 of
PARADISE HILLS FILING NO. 2,
Mesa County, Colorado.

Together with any and all water, water rights, ditches and ditch rights-of-way
thereunto appertaining and used in connection therewith.

also known as street and number 2677 Paradise Way, Grand Junction, Colorado 81506

with all its appurtenances, and warrant (s) the title to the same, subject to building and zoning
regulations, easements, reservations and restrictive covenants of record, 1987
taxes due and payable in 1988, and all future taxes and assessments.

Signed this 29th day of January, 1987.

John W. Crouch
JOHN W. CROUCH

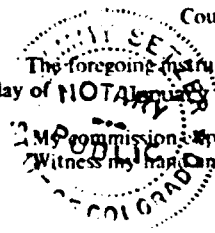
STATE OF COLORADO

County of Mesa

ss.

The foregoing instrument was acknowledged before me this 29th
day of January, 1987, by JOHN W. CROUCH

My commission expires February 2, 1990
Witness my hand and official seal.



James J. [Signature]
1015 North 7th Street
Grand Junction, Colorado 81501
Notary Public

X
228330

BRAY REALTY COMPANY
a corporation duly organized and existing under and by virtue of
the laws of the State of Colorado
whose address is Grand Junction,
County of Mesa, and State of

State Documentary Fee
Date AUG 23 1974
\$ 3.69

Colorado, for the consideration of Ten Dollars and Other Valuable ~~debt~~
Consideration,
in hand paid, hereby sell(s) and convey(s) to DARWIN D. PARK and EVA M. PARK,
in joint tenancy,

whose address is 2675 Paradise Way, Grand Junction, County of
Mesa, and State of Colorado, the following real property in the
County of Mesa, and State of Colorado, to-wit:

Lot 2 in Block 6 of PARADISE HILLS FILING NO. 1;

TOGETHER WITH all water, water rights, ditch and ditch rights belonging
thereto.

with all its appurtenances, and warrant(s) the title to the same, subject to building and
zoning regulations, easements, reservations, and restrictive
covenants of record; 1974 taxes due and payable in 1975 and all
future taxes and assessments.

Signed this 9th day of May, 1974.
Glenn Brock, Secretary. *Glenn Brock*
By *W R Bray* W. R. Bray, President.

STATE OF COLORADO,
County of Mesa, ss.

The foregoing instrument was acknowledged before me this 9th day of May,
1974, by W. R. Bray as President and
Glenn Brock as Secretary of
Bray Realty Company, a corporation.



My commission expires January 12, 1975.
Witness my hand and official seal.

Betty S. H. Bray
Notary Public

Sale Price \$36,875.00 P.K.

AUG 23 1974 Time 2:20 Book 1022 Page 438 #1074752

1

Receipt No. _____ Number _____
Recorded at _____ of clerk _____ M. _____

Recorded by
First American Title
(303) 241-6355

WARRANTY DEED

Grantor(s)

ELLEN PENNELL

whose address is **GRAND JUNCTION, COLORADO**

COLORADO *County of **MESA** . State of

for the consideration of
EIGHTY THOUSAND FIVE HUNDRED AND NO/100
_____ dollars, in hand paid, hereby sell(s)

BOOK 1807 PAGE 857

1353512 10:04 AM 10/04/90
MESA CO. CLK & REC MESA County CO
DOC # 8.05

and convey(s) to **CRAIG A. MARSH AND DEBRA L. MARSH as Joint Tenants**

whose legal address is **802 JAMAICA DRIVE GRAND JUNCTION CO 81506**

County of **MESA** . and State of **COLORADO**

the following real property in the County of **MESA** . and State of

Colorado, to wit:

**LOT 1,
BLOCK 6,
PARADISE HILLS FILING NO. 1

MESA COUNTY, COLORADO**

also known by street and number as **802 JAMAICA DRIVE GRAND JUNCTION CO 81506**

with all its appurtenances, and warrant(s) the title to the same, subject to 1990 taxes due and payable in 1991 and subsequent years taxes and assessments; easements, restrictions, reservations and rights of way of record; building and zoning regulations.

Signed this **27th** day of **SEPTEMBER** . 19 **90** .

Ellen Pennell

Ellen Pennell

STATE OF COLORADO,

County of **MESA**) ss.

The foregoing instrument was acknowledged before me this **27th** day of **SEPTEMBER** . 19 **90** .
by **Ellen Pennell**

My commission expires **2/2/94** . Witness my hand and official seal.



J. Van Jackson

Notary Public

*If in Denver, insert "City and."

110471

106130

WARRANTY DEED

WILLIAM L. KNAPP and FANNIE V. KNAPP whose address is Grand Junction, County of Mesa, and State of Colorado, for the consideration of Ten Dollars and other valuable considerations, to have paid, hereby sell and convey to VIRGINIA SAUCONANO, whose address is Grand Junction, County of Mesa, and State of Colorado, the following real property in the County of Mesa, and State of Colorado, to-wit:



All of the Northwest Quarter of the Northeast Quarter of Section 35, Township 1 North, Range 1 West of the Tte Meridian, together with all ditch and water rights under the Grand Valley Water Users Association; EXCEPT, beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 35, thence North along the east line of the said Northwest Quarter of the Northeast Quarter a distance of 200 feet, thence North 90° East 201.77 feet, thence South 259.75 feet to the South line of the said Northwest Quarter of the Northeast Quarter, thence South 89°37' West 201.77 feet along the said line to the point of beginning, containing 1.80 acres, together with all improvements situated thereon and all water rights and ditch and ditch rights belonging thereto and all ditch and water rights under the Grand Valley Water Users Association; there is reserved from this conveyance an easement ten feet wide for transportation of water along the course of the existing ditch for the benefit of the above described tract excepted from this conveyance and for the benefit of other tracts and also an easement ten feet wide for waste water discharged from the tract excepted from this conveyance and also an easement for stock cistern existing on the conveyed portion and the pipelines now installed underground from the stock cistern to the tract excepted from this conveyance. The said easements, except for the said underground pipelines, are specifically described as follows: A distance of 5 feet on each side of the following described lines: Beginning at a point North 89°37' East 201.77 feet and 113.5 feet North of the Southwest corner of the said Northwest Quarter of the Northeast Quarter, thence North 89°37' East 32.69 feet, thence North 89°10' East 208.27 feet, thence North 42°15' East 204.4 feet, thence North 63°35' East 711.34 feet, thence North 89°37' West 542 feet to lateral 2A of Grand Valley Water Users Association; and beginning at a point North 89°37' East 201.77 feet and 5 feet North of the Southwest corner of the said Northwest Quarter of the Northeast Quarter, thence North 89°37' East 47.96 feet, thence North 40°43' East 266 feet to the lateral section with the above described easement; and beginning at a point 15 feet East and 260 feet North of the Southwest corner of the said Northwest Quarter of the Northeast Quarter, thence North 167 feet. The foregoing easements apply specifically to ditches and the following easement applies to the stock cistern mentioned above: Beginning at a point North 89°37' East 201.77 feet and North 122.1 feet and North 89°10' East 66 feet from the Southwest corner of the said Northwest Quarter of the Northeast Quarter, thence North 20°46' West 23 feet, thence North 89°10' East 46 feet, thence South 20°30' East 13 feet, thence South 69°10' West 44 feet to the point of beginning;

The tract hereby conveyed is subject to a real right of way 30 feet in width across the West and the North sides thereof;

The first parties agree that the course of the irrigation ditch, as it now exists, may be changed at any time by the second party hereto, provided the second party shall bear any and all expense relative to the change of said course and that any such change or alteration shall not in any way affect the use of said irrigation water by the first parties and that said change or alteration shall deliver the same quantity of water to the premises being herein excepted from this conveyance by the first parties, or any other users affected thereby, and provided further, that the second party shall not change the point of diversion from the main lateral of the Grand Valley Water Users Association or the existing course of the ditch along the east boundary of the property hereby conveyed, nor will the second party change the present point of delivery of said irrigation water to the property being conveyed from this conveyance, or change the location of the easement in any manner whereby the irrigation water would not service the existing cistern encompassed within the irrigation easement;

with all its appurtenances, and warrant the title to the same, subject to the contract of the

Grand Valley Water Users Association and the indebtedness to the United States Government and the reservations in the United States Patent and ALSO SUBJECT to the taxes and water assessments and construction charges for 1963 and thereafter;

Signed this 4th day of January, 1963.

William A. Knapp
William A. Knapp

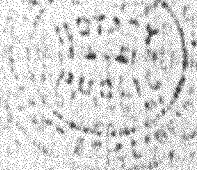
Farris V. Knapp
Farris V. Knapp

STATE OF COLORADO)
) ss.
COUNTY OF H K S A)

The foregoing instrument was acknowledged before me this 4 day of January, 1963, by William A. Knapp and Farris V. Knapp.

My commission expires: 3-6-66

Witness by hand and official seal.



Joseph V. Kelly
Notary Public

80157

STATE OF COLORADO
County of Hinsdale
Filed for recording
1963

JAN 4 1963

W. A. Knapp
F. V. Knapp
237
A copy of this instrument is on file in the office of the County Clerk, Hinsdale County, Colorado.

4-65 35.30 Km
2.25 Km

William A. Knapp
Farris V. Knapp

State Documentary Fee
Date NOV 15 1971
No Fee

WARRANTY DEED

GEORGE B. MCKINLEY and HARRIETT T. MCKINLEY, Grantors, transfer, sell and convey to VIRGINIA SACCOMANNO, Grantee, the following described real estate located in Mesa County, Colorado:

From the North Quarter corner of Section 35, Township 1 North, Range 1 West of the Ute Meridian, thence South 00°07'30" East a distance of 657.5 feet, thence South 89°53'30" East a distance of 1,101 feet for a point of beginning; thence South 65°46' West a distance of 362.2 feet, thence North 00°01'30" East a distance of 149.29 feet, thence North 89°53'30" East a distance of 330.20 feet to the point of beginning.

The Grantors reserve and retain from this conveyance the "easement" described in the Warranty Deed recorded in Book 923 at Page 861 in the records of the Clerk and Recorder of Mesa County, Colorado, and as more particularly described in that instrument.

Grantors warrant title to the real estate described herein, subject only to the 1971 and subsequent taxes, and any and all rights of way and easements as shown of record in Mesa County, Colorado.

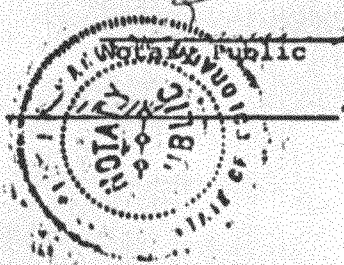
Dated this 29 day of October, 1971.

George B. McKinley
George B. McKinley
Harriett T. McKinley
Harriett T. McKinley

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 29th day of October, 1971 by GEORGE B. MCKINLEY and HARRIETT T. MCKINLEY.

My commission expires:



193120

Time 11:40 Book 968 Page 314 #1014707

NOV 15 1971

no consideration

RECORDED BY
FIRST AMERICAN TITLE COMPANY
(303) 271-8555

WARRANTY DEED

HARRIETT T. MCKINLEY

1428474 DDC \$25.50 10:50 AM
AUG 07 1986 E.SAWYER-CLY REC MESA CTY, CO

whose address is Grand Junction

BOOK 1599 PAGE 643

County of Mesa, State of

Colorado, for the consideration of
TWO HUNDRED FIFTY-FIVE THOUSAND AND NO/100

dollars, in hand paid, hereby sell(s)

and convey(s) to HARLEY RUDOPFSKY AND CARYL J. RUDOPFSKY, as Joint Tenants

whose legal address is 780-26 1/2 Road, Grand Junction

County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of

Colorado, to wit:

See attached Exhibit "A"

also known by street and number as 780-26 1/2 Road, Grand Junction

with all its appurtenances, and warrant(s) the title to the same, subject to 1986 taxes due and payable in 1987 and subsequent years taxes and assessments; easements, restrictions, reservations and rights of way of record; building and zoning regulations.

Signed this 5th day of August, 1986

Harriett T. McKinley
Harriett T. McKinley

STATE OF COLORADO

County of MESA

The foregoing instrument was acknowledged before me in the County of Mesa
State of Colorado, this 5th day of August, 1986, by Harriett T. McKinley

My commission expires _____ Witness my hand and official seal

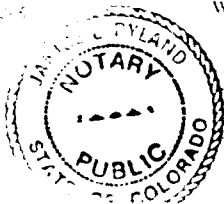


EXHIBIT "A"

Beginning at a point South $00^{\circ}07'30''$ East 657.5 feet and South $89^{\circ}53'30''$ East 770.8 feet from the North quarter corner of Section 35, Township 1 North, Range 1 West of the U.M.;

thence South $89^{\circ}53'30''$ East 551.4 feet to the East line of the NW1/4 NE1/4 of said Section 35;

thence South $00^{\circ}01'30''$ West along said East line 658.8 feet;

thence North $89^{\circ}53'30''$ West along the South line of said NW1/4 NE1/4 551.4 feet;

thence North $00^{\circ}01'30''$ East 658.8 feet to the point of beginning; AND from the North Quarter corner of said Section 35;

thence South $00^{\circ}07'30''$ East 657.5 feet;

thence South $89^{\circ}53'30''$ East 1101.0 feet for a point of beginning;

thence North $89^{\circ}53'30''$ East 221.2 feet;

thence North $00^{\circ}01'30''$ East 100.0 feet;

thence South $65^{\circ}46'$ West 242.6 feet to the point of beginning; AND from the North quarter corner of Section 35, Township 1 North, Range 1 West;

thence South $00^{\circ}07'30''$ East 657.5 feet;

thence South $89^{\circ}53'30''$ East 770.8 feet;

thence South $00^{\circ}01'30''$ West 149.29 feet for a point of beginning;

thence South $65^{\circ}46'$ West 117.4 feet;

thence South $19^{\circ}19'30''$ West 186.3 feet;

thence South $49^{\circ}16'$ East 208.05 feet;

thence North $60^{\circ}58'$ East 12.47 feet;

thence North $00^{\circ}01'30''$ East 353.71 feet to the point of beginning EXCEPT from the North quarter corner of said Section 35;

thence South $00^{\circ}07'30''$ East 657.5 feet;

thence South $89^{\circ}53'30''$ East 1101.1 feet for a point of beginning;

thence South $65^{\circ}46'$ West 362.2 feet;

thence North $00^{\circ}01'30''$ East 149.29 feet;

thence North $89^{\circ}53'30''$ East 330.20 feet to the point of beginning.

TOGETHER WITH right of way and easement over, across, along and under the following described tract;

Beginning on the West line of NW1/4 NE1/4 said Section 35 from which point the Southwest Corner of NW1/4 NE1/4 of said Section 35 bears South $00^{\circ}07'30''$ East 260.0 feet;

thence South $89^{\circ}53'30''$ East 236.5 feet;

thence North $78^{\circ}32'$ East 234.5 feet;

thence North $83^{\circ}40'$ East 178.4 feet;

thence North $66^{\circ}04'$ East a distance of 140.00 feet to the West line of said

Tract;

thence North $00^{\circ}01'30''$ East a distance of 15 feet;

thence South $66^{\circ}04'$ West 140.0 feet;

thence South $83^{\circ}40'$ West 178.4 feet;

thence South $78^{\circ}32'$ West a distance of 234.5 feet;

thence North $89^{\circ}53'30''$ West a distance of 236.5 feet more or less to the West line of NW1/4 NE1/4 of said Section 35;

thence South 15 feet to point of beginning for installing, using, replacing and maintaining pipelines, electrical power lines, gas lines, cable television lines and other utility lines, as described in instrument recorded June 1st, 1968, in Book 923 at Page 861.

TOGETHER WITH right of way and easement over, along, across and under the following described tract;

Commencing at a point which is 1322.45 feet East of the North quarter corner of said Section 35,

thence South $00^{\circ}01'30''$ West 660 feet;

thence West 15 feet;

thence North 660 feet;

thence East 15 feet to beginning;

for purpose of installing and maintaining telephone lines, underground telephone conduit, electric power line and underground power lines, as described in instrument recorded July 3, 1968 in Book 923 at Page 346.

Reception No. _____ Recorder _____
Recorded at _____ o'clock _____ M., _____

WARRANTY DEED

CHARLIE PLSEK and ENIS MARIE PLSEK
Grantor(s)

1416400 DOC NO FEE 02:28 PM
MAR 24 1986 E.SANTER, CLK&REC MESA CTY, CO
BOOK 1580 PAGE 646

whose address is **771 27 Road, Grand Junction**
*County of **Mesa**, State of
Colorado, for the consideration of

One and no/100-----dollars, in hand paid, hereby sell(s)

and convey(s) to **CHARLIE PLSEK and ENIS MARIE PLSEK**

whose legal address is **771 27 Road, Grand Junction**
County of **Mesa**, and State of **Colorado**

the following real property in the **Mesa** County of **Mesa**, and State of **Colorado**, to wit:

A tract of land in the **SE $\frac{1}{4}$ NE $\frac{1}{4}$** of Section 35, T1N, R1W of the Ute Meridian, lying northerly of Interstate Highway 70, being more particularly described as follows:

Beginning at the northeasterly corner of said **SE $\frac{1}{4}$ NE $\frac{1}{4}$** of Section 35;
Thence S.00°11'05" W. 412.45 feet along the easterly line of said **SE $\frac{1}{4}$ NE $\frac{1}{4}$** to the northerly right of way of said Interstate Highway 70;
Thence along said right of way the following calls: (N.88° 20' 35" W. 312.28 feet; Thence S. 83° 07' 25" W. 202.20 feet; Thence N. 88° 20' 35" W. 804.47 feet) Thence N. 00°00' 00" E. 407.17 feet to the northerly line of said **SE $\frac{1}{4}$ NE $\frac{1}{4}$** ;
Thence S. 89°52' 42" E. 1318.36 feet along said northerly line of said **SE $\frac{1}{4}$ NE $\frac{1}{4}$** to the Point of Beginning.
Containing 12.57 Acres, more or less. Together with all water and water rights, ditch and ditch rights used in connection therewith.

also known by street and number as

with all its appurtenances, and warrant(s) the title to the same, subject to taxes and assessments levied for the years 1985 and thereafter; easements, restrictions of record, zoning laws and ordinances affecting the premises.

No consideration

Signed this **24th** day of **March**, 19**86**.

Charlie Plsek
CHARLIE PLSEK

Enis Marie Plsek
ENIS MARIE PLSEK

STATE OF COLORADO,
County of **MESA** } ss.

The foregoing instrument was acknowledged before me in the State of Colorado, this **24th** day of **March**, 19**86**, by **Charlie Plsek and Enis Marie Plsek**.
My commission expires **September 2, 1986**. Witness my hand and official seal.



Karen Sullivan
Notary Public
P. O. Box 626
Grand Junction, CO 81502

Recorder's Stamp
BOOK 1711 PAGE 781

CHESTER E. HOWARD and
SHIRLEY A. HOWARD

1496737 DOC \$2.80 02:30 PM
SEP 29 1988 E.SAWYER, CLK&REC MESA CT

whose address is 2719 H Road, Grand Junction
County of Mesa and State of
Colorado for the consideration of

TWENTY EIGHT THOUSAND DOLLARS AND NO/100ths----- Dollars.

in hand paid, hereby sell(s) and conv. (s) to

ROBERT SUTHERLAND whose address is
2764 Crossroads Blvd. #106
Grand Junction, County of Mesa and State of
Colorado, the following real property situate
in the ----- County of Mesa and State of Colorado, to-wit:

Beginning 934.67 feet West of the Northeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$
of Section 36, Township 1 North, Range 1 West of the Ute Meridian,
thence West to the North bank of the U. S. Government Canal,
thence Southeasterly along said North bank to a point South of
the Point of Beginning, thence North to the Point of Beginning.

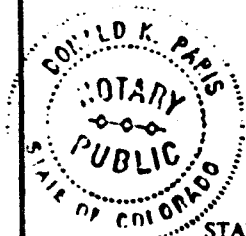
Mesa County, Colorado.

Together with any and all water, water rights, ditch and ditch rights of
way thereunto appertaining and used in connection therewith.

Also known as: 2703 H Road, Grand Junction, Colorado 81506

with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions,
rights-of-way of record; 1988 taxes due and payable in 1989, and all subsequent
taxes and assessments.

Signed this 28th day of September, 19 88



Chester E. Howard
CHESTER E. HOWARD

SHIRLEY A. HOWARD *Shirley A. Howard*

STATE OF COLORADO } ss
County of Mesa

The foregoing instrument was acknowledged before me this 28th day of September
1988 by CHESTER E. HOWARD and SHIRLEY A. HOWARD
My commission expires Aug 8, 1989
Witness my hand and official seal

Donald K. Paris
Notary Public

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder _____

Recorder's Stamp

UWE W. FOHLMEISTER and

BOOK 1511 PAGE 34

BRENDA A. FOHLMEISTER

1372438 DOC \$11.00 11:59 AM
SEP 26 1984 E. SAWYER, CLK & REC MESA CTY, CO

whose address is Grand Junction
said County of Mesa and State of
Colorado for the consideration of
—One Hundred Ten Thousand and no/100ths—
Dollars,

\$11.00

In hand paid, hereby sell(s) and convey(s) to

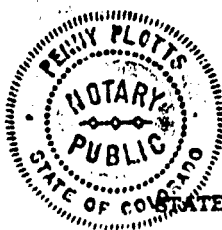
HARRY A. TUCKER, JR. and

LORINDA K. TUCKER, whose address is

2709 Skyline Drive, Grand Jct County of Mesa and State of
Colorado, "in joint tenancy", the following real property situate
in the said County of Mesa and State of Colorado, to-wit:

Lot 8 of
SKYLINE SUBDIVISION,
Mesa County, Colorado

with all its appurtenances and warrant(s) the title to the same, subject to easements,
restrictions, rights-of-way of record; 1984 taxes due and payable in 1985
and all subsequent taxes. Deed of Trust for the use of Mesa Federal Savings
& Loan Association of Grand Junction dated May 26, 1981 and recorded May 26,
1981 in Book 1315 at Page 309, which the Grantee agrees to assume and pay
Signed this 21st day of September, 1984 according to the terms therein.



Betty R. Bacon
Uwe W. Fohlmeister
BY: Betty R. Bacon, Atty-in-Fact

Betty R. Bacon
Brenda A. Fohlmeister
BY: Betty R. Bacon, Atty-in-Fact

County of Mesa } ss
The foregoing instrument was acknowledged before me this 21st day of September
19 84 by Uwe W. Fohlmeister and Brenda A. Fohlmeister by Betty R. Bacon, as their
My commission expires _____, 19 _____ Atty-in-Fact
Witness my hand and official seal.

My Commission Expires 8/19/1986
Western Colorado Title Co
521 Food Ave. Gld Jct. CO 81501

[Signature]
Notary Public

Statutory Deed with warrant in joint tenancy (Sections 150-113 and 150-51 Colorado Revised
Statutes 1982 as amended 1983).

*If joint tenancy is not desired, write the phrase between the asterisks

Recorder's Stamp

JAMES G. DIAMANTI AND

VON NIEL DIAMANTI

whose address is Grand Junction
Said County of Mesa
Colorado

and State of
for the consideration of

BOOK 1682 PAGE 465

1478198 DOC \$8.50 11:27 AM
FEB 29 1988 E. SAWYER, CLK & REC. MESA CITY, CO

EIGHTY FIVE THOUSAND AND NO/100THS*** Dollars,
in hand paid, hereby sell(s) and convey(s) to

NORMAN D. LINDAUER AND

DIANE Y. LINDAUER
2703 Skyline Drive

, whose address is

Grand Junction, CO 81506
Colorado

said County of Mesa and State of

in the said County of Mesa and State of Colorado, to-wit:

Lot 10 of
SKYLINE SUBDIVISION,
EXCEPT the West 20 feet conveyed to Mesa County, State of Colorado
by instrument recorded July 24, 1974 in Book 1020 at Page 681,
Mesa County, Colorado.

Together with any and all water, water rights, ditch and ditch rights-of-way
thereunto appertaining and used in connection therewith.

Property Address: 2703 Skyline Drive
Grand Junction, CO 81506

with all its appurtenances and warrant(s) the title to the same, subject to easements,
restrictions, rights-of-way of record; 1988 taxes due and payable in 1989
and all subsequent taxes and assessments.

Signed this 26th day of February, 1988



James G. Diamanti

JAMES G. DIAMANTI

Von Niel Diamanti

VON NIEL DIAMANTI

} ss

The foregoing instrument was acknowledged before me this 26th day of February
1988 by JAMES G. DIAMANTI AND VON NIEL DIAMANTI
My commission expires _____, 19 _____ My Commission Expires 7/13/89
Witness my hand and official seal.

Sara E. Kaley

Notary Public

FILING STAMP

State Documentary Fee
Date MAR 28 1977
6.90

THIS DEED, Made this 25th day of March 1977, between O. Reed Guthrie & Sylvia C. Guthrie a husband and wife of the said County of Mesa and State of

Colorado, of the first part, and Lee B. Golter & R. Suzanne Golter, 2702 Skyline Dr., Grand Junction, CO 81501 of the said County of Mesa and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of (\$69,000.)

SIXTY-NINE THOUSAND DOLLARS,

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

Lot 2, Skyline Subdivision, Mesa County, Colorado
Except the West 20 feet conveyed to Mesa County, State of Colorado by instrument recorded July 24, 1974, in Book 1020 at page 681.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, 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 said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

O. Reed Guthrie [SEAL]
O. Reed Guthrie
Sylvia C. Guthrie [SEAL]
Sylvia C. Guthrie [SEAL]

STATE OF COLORADO }
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 25th day of March 1977, by O. Reed Guthrie and Sylvia C. Guthrie, husband and wife

My commission expires December 3, 1980. Witness my hand and official seal

William T. Sawyer
Notary Public.

69,000.00

**Lot 2 La Casa de Dominguez Subdivision Filing # 3 as recorded in Book 13 Page 393 of
the records of the Mesa County Clerk and Recorder.**

Thomas E. Benson
NAME

SIGNATURE

2357 E. Piazza, Grand Jct., Co. 81506
SIGNATURE

DATE

Alpine Meadows Subdivision as recorded in Book 1847 Page 355 of the records of the Mesa County Clerk and Recorder.

Alpine Meadows Development Corp.

NAME

**Alpine Meadows Development Corp. by
their attorney in fact City Clerk,
Neva B. Lockhart, pursuant to P.O.A.
recorded in Book _____ Page _____.**

1111 S. 12th, Grand Jct, Co. 81501

ADDRESS

Date

Lot 1 La Casa de Dominguez Subdivision Filing #3 as recorded in Book 13 Page 393 of the records of the Mesa County Clerk and Recorder.

Harley Rudofsky

NAME

SIGNATURE

780 26 1/2 rd. Grand Jct, Co 81506

ADDRESS

DATE

Recorded at o'clock M,
Reception No. Recorder.

ARLENE ARISAWA

BOOK 1644 PAGE 10

1453796 DDC \$8.00 03:10 PM
MAY 22, 1987 E. SAWYER, CLK & REC MESA CTY, CO

whose address is 420 Rio Vista, Grand Junction, 81503

County of Mesa, State of

COLORADO, for the consideration of _____
EIGHTY-THOUSAND AND NO/100 _____
dollars, in hand paid, hereby sell(s) and convey(s) to _____
STEVE STAR AND LOLA D. STAR, AS JOINT TENANTS

whose legal address is 2685 Mazatlan Drive, Grand Junction 81506 County of

Mesa, and State of COLORADO the following real property in the

County of Mesa, and State of Colorado, to wit:

Lot 3 in Block 1 of
PARADISE HILLS FILING NO. SIX,
Mesa County, Colorado.

Together with any and all water, water rights, ditches and ditch rights-of-way
thereunto appertaining and used in connection therewith.

also known as street and number 2685 Mazatlan Drive, Grand Junction, Colorado 81506

with all its appurtenances, and warrant (s) the title to the same, subject to building and zoning
regulations, easements, reservations, restrictive covenants of record, 1987
taxes due and payable in 1988 and all future taxes and assessments.

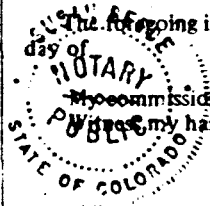
Signed this 20th day of May, 19 87

Arlene Arisawa
ARLENE ARISAWA

STATE OF COLORADO

County of MESA } ss.

This foregoing instrument was acknowledged before me this 20th
day of May, 19 87, by ARLENE ARISAWA.
My commission expires February 5, 1989.
Witness my hand and official seal.



Susan Beede
1015 North 7th Street Notary Public
Grand Junction, Colorado 81501

H. WALLACE HOBBY and SAUNDRA L. HOBBY

whose address is 3329 Northridge Drive, Grand Junction

1317291 Doc Fee 16.95
11:55 AM
FEB 24 1983 E. SAWYER, CLK REC MESA CITY, CO

County of Mesa, State of

BOOK 1416 PAGE 803

Colorado, for the consideration of ONE HUNDRED SIXTY NINE THOUSAND, FIVE HUNDRED (\$169,500.00) dollars, in hand paid, hereby sell(s) and convey(s) to

GARY R. MORRIS and JUDY L. MORRIS, as joint tenants with rights of survivorship

whose legal address is 2691 Mazatlan Drive, Grand Junction County of

Mesa, and State of Colorado the following real property in the

County of Mesa, and State of Colorado, to wit:

Lot 1 in Block 2 of
PARADISE HILLS FILING NO. SIX,
Mesa County, Colorado

Together with any and all water, water rights, ditch and ditch rights of way, thereunto appertaining and used in connection therewith.

also known as street and number 2691 Mazatlan Drive, Grand Junction, CO 81501

with all its appurtenances, and warrant(s) the title to the same, subject to building and zoning regulations, easements, reservations, and restrictive covenants of record; 1983 taxes due and payable in 1984 and all future taxes and assessments.

Signed this 22nd day of February 1983

H. Wallace Hobby
H. WALLACE HOBBY
Sandra L. Hobby
SAUNDRA L. HOBBY

STATE OF COLORADO,

County of Mesa } ss.



This instrument was acknowledged before me this 22nd day of February, 1983, by H. Wallace Hobby and Sandra L. Hobby.

My commission expires 3/10/84
I have signed and official seal.

Deborah Hutton
1015 N. 7th Street Notary Public
Grand Junction, CO 81501

Recorded & Reception No.

Block M

1319229 00
MAR 14 1983

813.96 12:15 PM
SAMYER, CLK REC MESA CTY, CO

Recorder

Recorder's Stamp

MARVIN R. FORD

BOOK 1420 PAGE 284

whose address is Grand Junction
said County of Mesa and State of
Colorado for the consideration of

--One Hundred Thirty Nine Thousand Six Hundred----- Dollars,

in hand paid, hereby sell(s) and convey(s) to
HERBERT V. NEVINS and

JUDITH L. NEVINS

, whose address is

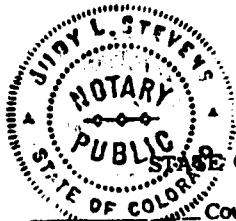
Colorado Grand Jct County of Mesa and State of
in the said County of Mesa, *in joint tenancy*, the following real property situate
and State of Colorado, to-wit:

Lot 2 in Block 2 of
PARADISE HILLS FILING NO. SIX,
Mesa County, Co.

with all its appurtenances and warrant(s) the title to the same, subject to easements,
restrictions, rights-of-way of record; 1983 taxes due and payable in 1984
and all subsequent taxes and assessments.

Signed this 11th day of March, 1983

Marvin R. Ford
Marvin R. Ford



STATE OF COLORADO

County of Mesa

ss

The foregoing instrument was acknowledged before me this 11th day of March
1983 by Marvin R. Ford

My commission expires 2-18-86
Witness my hand and official seal.

, 19

Judy L. Stevens
Notary Public

2693 Paradise Drive

Exception No. _____ Recorder _____
Recorded at _____ o'clock _____ M. _____

WARRANTY DEED

JAMES L. ARNOTT

(Grantor)

BOOK 1761 PAGE 170

whose address is

COLORADO *County of MESA, State of

1526525 03:38 PM 10/02/89
E.SAWYER, CLK&REC MESA COUNTY CO
DOC # 11.50

11.50

, for the consideration of

ONE HUNDRED FIFTEEN THOUSAND AND NO/100s
dollars, in hand paid, hereby sell(s)

and convey(s) to THOMAS A. TUSTISON, MARGARET W. TUSTISON, AS JOINT TENANTS

whose legal address is 2695 MAZATLAN, GRAND JUNCTION, CO 81506

County of MESA, and State of COLORADO

the following real property in the County of MESA, and State of

Colorado, to wit:

LOT 3 IN BLOCK 2 OF
PARADISE HILLS FILING NO. SIX,
MESA COUNTY, COLORADO

TOGETHER WITH ALL WATER, WATER RIGHTS, DITCH AND DITCH RIGHTS BELONGING THERETO, IF ANY.
also known by street and number as 2695 MAZATLAN, GRAND JUNCTION, CO 81506

with all its appurtenances, and warrant(s) the title to the same, subject to

CURRENT YEAR REAL PROPERTY TAXES AND ALL SUBSEQUENT TAXES, SPECIAL ASSESSMENTS, EASEMENTS,
COVENANTS AND RIGHTS OF WAY OR RECORD, FURTHER BEING SUBJECT TO A FIRST LIEN AND DEED OF
TRUST IN FAVOR OF FUNDAMERICA DATED JANUARY 21, 1987, RECORDED JANUARY 28, 1987 IN BOOK
1624 AT PAGE 450 AND RE-RECORDED AUGUST 5, 1987 IN BOOK 1655 AT PAGE 946, OF WHICH THE
GRANTEE AGREES TO ASSUME AND PAY.

Signed this 29TH day of SEPTEMBER, 19 1989.

James L. Arnett

JAMES L. ARNOTT

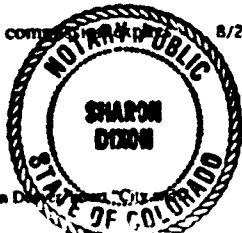
STATE OF COLORADO,

County of MESA } ss.

The foregoing instrument was acknowledged before me this 29TH day of SEPTEMBER, 19 1989
by JAMES L. ARNOTT,

My commission expires 8/20/92

Witness my hand and official seal



Sharon Dixon

SHARON DIXON, Notary Public

Recorded by
First American Title
(303) 241-8555

Receipt No. _____ Recorded _____
Recorded at _____ M. _____

WARRANTY DEED

Grantor(s) **CALVIN BILGER AND VELMA B. BILGER**

BOOK 1769 PAGE 104

whose address is

*County of **MESA** State of
COLORADO

1531183 11:44 AM 12/06/89
E.SAWYER, CLK&REC MESA COUNTY CO
DOC # 12.99

for the consideration of
**ONE HUNDRED TWENTY-NINE THOUSAND NINE HUNDRED
AND NO/100-----** dollars, in hand paid, hereby sell(s)

and convey(s) to **WAYNE A. ARNETT AND PAISY L. ARNETT, as Joint Tenants**

whose legal address is **2699 Mazatlan Drive, Grand Junction, Colorado 81506**

County of **MESA** and State of **COLORADO**

the following real property in the County of **MESA** and State of

Colorado, to wit:

**LOT 5,
BLOCK 2,
REPLAT OF LOTS 5 THROUGH 9 AND PARCEL "A", BLOCK TWO;
PARADISE HILLS FILING NO. SIX**

MESA COUNTY, COLORADO

also known by street and number as **2699 Mazatlan Drive, Grand Junction, Colorado 81506**

with all its appurtenances, and warrant(s) the title to the same, subject to **1989 taxes due and payable
in 1990 and subsequent years taxes and assessments; easements, restrictions,
reservations and rights of way of record; building and zoning regulations.**

Signed this **4th** day of **December**, 19 **89**

Calvin Bilger

Calvin Bilger

Velma B. Bilger

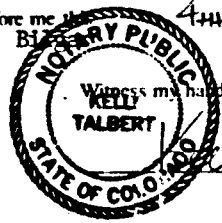
Velma B. Bilger

STATE OF COLORADO.

County of **MESA** } ss.

The foregoing instrument was acknowledged before me this **4th** day of **December**, 19 **89**
by **Calvin Bilger and Velma B. Bilger**

My commission expires **12/8/92**



Witness my hand and official seal.
Kell Talbert

Notary Public

*If in Denver, insert "City and "

POWER OF ATTORNEY AND
SEWERAGE SERVICE AGREEMENT

mapped
7/24/91
KUM

WE, (I) Alpine Meadows Development Corp.
owner(s) of the real property situate in Mesa County, Colorado,
and described as:

See Attached

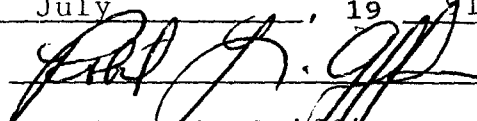
which property is not presently eligible for annexation to the City of Grand Junction, but requires connection of the property to the City's sewerage system, as consideration for permission to connect to such system, do hereby designate and appoint the City Clerk of the City of Grand Junction as our Attorney in Fact to sign any petition for annexation of the described land to the City, when eligible, whether for the described land alone or in conjunction with other lands. Such authority shall be a covenant running with the land, shall be binding upon successors in interest and shall not cease upon my death (the death of either or both of us).

As a further covenant to run with the land, we (I) agree that in the event a counter-petition to a proposed annexation of the land is prepared, any signature on such petition purporting to affect the land herein described may be ignored as of no force and effect by the City under annexation requirements.

Further, the then owner or owners of this land or any portion of it shall not be permitted to vote in any annexation election, but such vote may be cast by the City Clerk.

As a further covenant running with the land, it is understood that the City shall have the right, along with suit for collection of monies owing, to shut off sewerage service for failure to pay charges when the same are due, requiring payment for all costs, plus penalties, of such shutting off and opening before service will be resumed; and, in addition, such charges shall constitute a lien against the property enforceable by appropriate action.

IN WITNESS WHEREOF, we (I) have hereunto set our(my) hand(s) and seal(s) this 22 day of July, 1991.



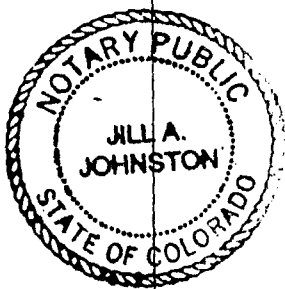
Robert L. Griffin

Secretary/Treasurer

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 22 day of July, 1991 by _____
Robert L. Griffin

WITNESS my hand and official seal:





Notary Public

My Commission expires:
June 24, 1995

AGREEMENT

This agreement is entered into this 18th day of November, 1991, by and between the CITY OF GRAND JUNCTION, hereinafter "City", and ALPINE C.M., INC., hereinafter "Developer":

1. Developer has constructed the sewer system necessary to serve its development and agrees to connect such sewer system with the City's sewage collection and disposal facilities in a manner consistent with the rules and regulations of the City. Such sewer system shall be constructed in accordance with the standards required by the City Engineer.

2. Within five working days after execution of this agreement, Developer shall tender title to the City for transfer of ownership (with no additional consideration to be paid to the Developer) along with "as built" of the sewer system; the City agrees to accept such transfer and title to the sewer system, based on the representation of the Developer that the sewer system has been constructed in accordance with the standards set by the City Engineer and based on the representation of the Developer that there are no indications or other information that the sewer system is other than in excellent condition. The City shall thereafter own, operate and maintain it. At or prior to the tender of title, the developer shall cause to be delivered to the City a bond or other security acceptable to the City which shall provide security for a warranty to repair and replace all or a portion of the sewer system which fails or is defective within one year following the transfer of title to the City.

3. The transfer to, and acceptance by, the City of the system shall only be for those portions of the system which are not service lines and not structures appurtenant to service lines. service lines and structures appurtenant to service lines, in accordance with City policy and practice, shall be perpetually maintained by the Developer or his successors or assigns (generally the individual lot owner). City agrees to permit the developer the non-exclusive use of any rights-of-way or easements obtained in the name of the City for the purposes of the construction of the Developer's system, but only so long as Developer complies with the reasonable requirements of the City Engineer in such regard, such as prior notice and the posting of security prior to making any cuts.

Developer agrees that, if Developer uses or obtains the benefit of such rights-of-way or easements, Developer shall hold harmless and indemnify the City, its officers, and employees from any and all claims arising out of such use and/or the construction of the system, except causes of action or claims solely resulting from the misconduct of the City. The Developer's agreement to hold harmless and indemnify the City, its officers and employees

includes Developer's obligation to indemnify the City, its officers and employees, with respect to: reasonable attorneys' fees incurred by the City, or the value thereof; expert's fees and costs; and claims that the sewer system was not constructed in accordance with the approved plans and specifications made by any purchaser, successor or assign of the developer, and any third party, whether or not any such claim or cause of action is frivolous, groundless or unsubstantial.

4. The Developer understands that this agreement does not change or modify the developer's, its successors', or assigns' obligation to pay costs and/fees normally charged by the City such as plant investment fees, inspection fees, monthly sewer service charges, or any other charges or fees which the City is now charging, or may in the future charge the developer or any user or person receiving the benefit of the sewerage system.

5. Once merchantable title is transferred to the City, the developer shall be entitled to be reimbursed by those persons specially benefitted by the system for those reasonable and necessary costs incurred by the developer in constructing the system, which costs have been approved by the City Engineer, as follows:

a. Reimbursable costs are those costs actually paid, which may include reasonable engineering and legal fees, costs of right-of-way and/or easement acquisition, costs of "as built" plans, costs of any warranty bonds or other security instruments required by the City, paid by the developer and actually required to design, construct, and inspect the system, but in no event shall reimbursable costs exceed 85 percent of the total costs approved by the City Engineer, excluding any portion of any money paid by the City to oversize, the sewer line or to upgrade or enlarge any portion of the system.

b. For a period of ten years following acceptance by the City of the sewer system, as evidenced by a writing from the City, or until the developer is reimbursed for those costs set forth in (a.) above, whichever first occurs, the City agrees that it will not authorize any other person to use the sewer system unless each future user first pays, in addition to all other applicable charges and fees, a sum calculated as follows:

BC=cost to developer of constructing the system sufficient to serve the development.

RC=reimbursable cost ($RC=BC \times (X\%)$); where "X" is the percent of additional capacity provided and is calculated as follows:

$X = [(BU - DU) / BU]$

DU=total number of residential units in Developer's development.

For this agreement DU is 44.

BU=total number of equivalent residential units in basin. For this agreement, BU is 90.

Payback per unit in the base year (1991) = $[RC / (BU - DU)] + B$.

without expense to the City, in such collection efforts of the developer. Developer agrees, however, that in such event developer hereby waives any right(s) developer may have to any damages or claim for damages or money due from or against the City, its officers or agents.

8. In the event that the developer is in default with regard to any other obligation of the developer set forth in this agreement, the City shall have the right to set off any reimbursements that may be due hereunder to satisfy in whole or in part any such default.

9. In the event that the developer or it assigns receives reimbursement directly from any owner or developer of any property which may be subject to the fees in accordance with the terms of this agreement, the developer shall immediately upon receipt thereof, notify the City Finance Director in writing of the amount collected, the name and address of the person from whom collection was made, and the property to which the collection is applicable.

10. This agreement shall bind the signatory parties and their respective heirs, successors and assigns.

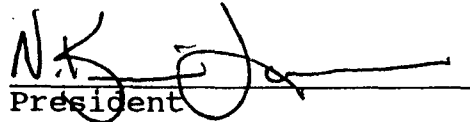
11. At the time of acceptance of the system by the City, developer shall convey to the City, at no cost to the City, by general warranty deed, marketable title, subject to no liens or encumbrances, to such rights of way, or as provided herein, easements, as may be required by the City in order that the City may own, operate, and maintain the system and the wastewater transmission and delivery system.

12. Until ten years after acceptance of the sewer system occurs, if ever it occurs, upon written request from the developer, which request shall not occur more than once every twelve (12) months, the City shall provide an accounting during the term of this agreement. Said accounting shall be provided within thirty (30) days of request and shall contain a listing of each Fee collected during the preceding twelve months, the name and address of the remitter of said Fee, the property address for which the Fee was paid, a current balance of the RC, and total interest credited to the developer's account. The City shall pay all fees collected within the preceding twelve months at the time of each accounting, less amounts paid to or retained by the City for costs of administration.

ALPINE C.M., INC.

CITY OF GRAND JUNCTION

BY:


President

BY:


Mark Achen, City Manager

ATTEST:

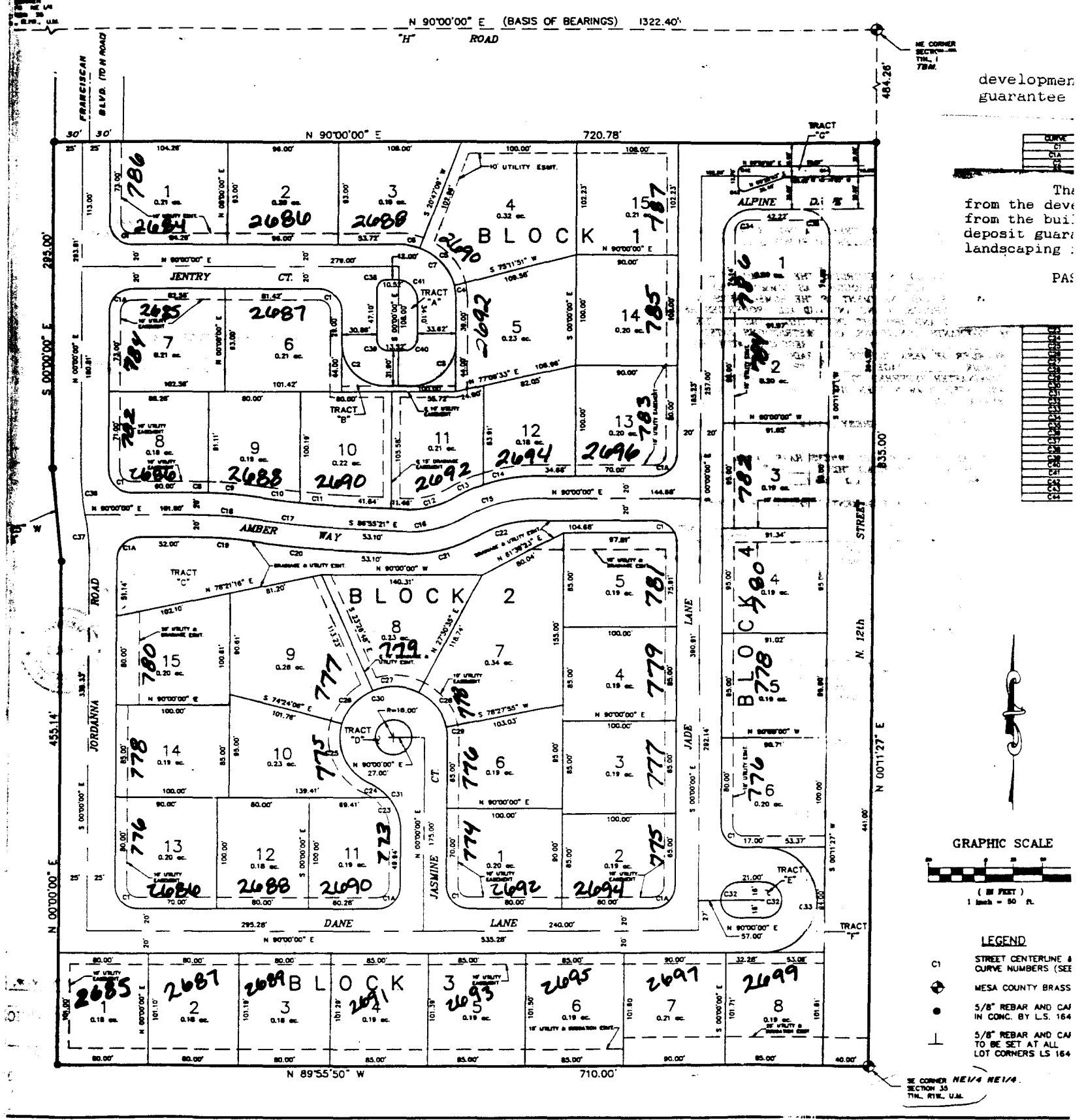
BY: Robert R. [Signature]
Secretary

BY: Neva B. Lockhart, CMC
Neva Lockhart, CMC

[dwalpin1]

ALPINE MEADOWS SUBDIVISION

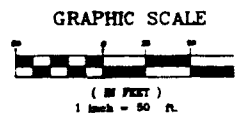
A REPLAT OF LA CASA DE DOMINGUEZ, FILE



development
guarantee

The
from the deve
from the buil
deposit guar
landscaping

PAS



- LEGEND**
- C1 STREET CENTERLINE & CURVE NUMBERS (SEE PLAN)
 - MESA COUNTY BRASS
 - 5/8" REBAR AND CAP IN CONC. BY L.S. 164
 - 5/8" REBAR AND CAP TO BE SET AT ALL LOT CORNERS LS 164

SE CORNER NE 1/4 NE 1/4 SECTION 35 T14N, R14W, U14M

