

Original
Do NOT Remove
From Office

#76 94

John Timar
20532 Germain St.
Chatsworth, CA 91311

Ray H. McKissen
544 Shank Ct.
Grand Junction, CO 81503

Kenneth Summers
P.O. Box 40834
Grand Junction, CO 81502

Stanley L. Seugman
3026 Patterson Rd.
Grand Junction, CO 81504

Muriel Corn
P.O. Box 1849
Grand Junction, CO 81502

W.F. Wilson
493 Sparn St.
Grand Junction, CO 81501

Syd F. Pincock
410 Ridgeway Dr.
Grand Junction, CO 81503

Twila B. Rutter
Howard, CO 81233

John B. Mahan
489 1/2 Sparn Street
Grand Junction, CO 81501

Monument Realty
759 Horizon Dr., Suite A
Grand Junction, CO 81506

William G. Thomas
2335 Hall Ave.
Grand Junction, CO 81501

Jefre V. Reekers
488 Melody Lane
Grand Junction, CO 81501

George R. Guyton
506 28 3/4 Rd.
Grand Junction, CO 81501

Marie Tipping
2868 Freeway East
Grand Junction, CO 81501

William R. Jarvis
2491 S. Broadway
Grand Junction, CO 81503

Jeanie Voong
3043 E Road
Grand Junction, CO 81504

Dotty Corp. of Colorado
18000 E. Smith Rd.
Aurora, CO 80011

Peerless Tyre Co.
9251 E. 104th Ave.
Henderson, CO 80640

Robbins McMullin
P.O. Box 37
Grand Junction, CO 81502

Fruitvale Water & Sanit.
2887 North Ave.
Grand Junction, CO 81501

Valley Church of Christ
P.O. Box 4285
Grand Junction, CO 81502

Gladys L. Collins
967 25 Road
Grand Junction, CO 81505

George E. Metz
#2 Cognac Ct.
Grand Junction, CO 81503

Roy E. Moore
486 1/2 Melody Lane
Grand Junction, Co 81501

Erwin E. Easter
624 31 1/2 Road
Grand Junction, CO 81504

Clyde Theobald
494 Melody Lane
Grand Junction, CO 81501

James E. Benson
2206 Arrowhead Lane
Grand Junction, CO 81501

Harold D. Harris
1027 Main St.
Grand Junction, CO 81501

Leo T. McCullough DM
492 Melody Lane
Grand Junction, CO 81501

Robert Lee Jones
482 Melody Lane
Grand Junction, CO 81501

Joyce M. Longwell
P.O. Box 40298
Grand Junction, CO 81502

Ruth L. Raney
478 Melody Lane
Grand Junction, CO 81501

W.B. Swisher
1640 O Road
Loma, CO 81524

Jose L. Gallegos
417 Chiswick
Grand Junction, CO 81504

Frances T. Wallace
3212 E. Palmyra
Orange, CA 92669

Boyd Phillips, Jr.
9113 Emerald Grove
Lakeside, CA 92040

Jesus Herrera
481 Sparn
Grand Junction, CO 81501

Daniel J. Benson
479 Sparn
Grand Junction, CO 81501

Pauline K. Pederson
2440 E. Tudor Rd.-1124
Anchorage, AK 99507

Phillip D. Smith
2440 E. Tudor Rd.-1124
Anchorage, AK 99507

Lawrence D. Vent
490 Harris Rd.
Grand Junction, CO 81501

Com Act Housing Corp.
P.O. Box 83
Grand Junction, CO 81502

Steve Fleming
461 Pera St.
Clifton, CO 81520-8701

Federal Natl. Mortgage Assoc.
P.O. Box 3368
Englewood, CO 80155

Sharyn K. Carter
488 Harris Rd.
Grand Junction, CO 81501

Erwin I. Slater
P.O. Box 2334
Aspen, CO 81612

PROJECT NARRATIVE

REPLAT OF LOT 1 WAL-MART MINOR SUBDIVISION IS SIMPLY AN EXPANSION OF THE EXISTING LOT 1 WAL-MART MINOR SUBDIVISION INTO ADJOINING PROPERTIES. THE EXPANSION WILL BE 165 FEET TO THE WEST AND 41 AND 60 FEET ON THE SOUTH. THE PROPOSED EXPANSION WILL TAKE PLACE IN STAGES. NO NEW PARCELS ARE CREATED BY THIS ACTION. NO PART OF THIS PROPERTY FALLS WITHIN THE FLOOD BOUNDARY AS PER FEMA MAP #080117 0007.

#7.6 94

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As the majority of this property is an existing WAL-MART store on a platted subdivision lot and parking lot, the appraisal may be determined by the purchase price of areas and parcels to be added to Lot 1 of WAL-MART MINOR SUBDIVISION. If this is not acceptable an appraisal suitable to all parties concerned will be forthcoming.

Equal
Do NOT Remove
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#76 94

A parcel of land situated in the NE1/4 Section 18, Township 1 South, Range 1 East of the Ute Meridian, Grand Junction, Colorado being described as follows: Considering the North line of the NE1/4 NE1/4 Section 18, T1S, R1E, U.M. to bear S90°00'00"W and all bearings contained herein to be relative thereto: Commencing at the NW corner NE1/4 NE1/4 Section 18, Township 1 South, Range 1 East, U.M.; thence S00°09'25"E 50.00 feet along the West line of the W1/8 NE1/4 NE1/4 Section 18, T1S, R1E, U.M. to the NW corner of Lot 1 Wal-Mart Minor Sub. being the POINT OF BEGINNING; thence N90°00'00"E 356.39 feet to the NW corner of Lot 2 Wal-Mart Minor Sub.; thence S00°16'12"E 187.00 feet; thence S44°51'54"E 35.27 feet; thence N90°00'00"E 183.50 feet; thence N00°16'12"W 47.00 feet to the SW corner of that parcel of land described in Book 957 Page 318; thence N90°00'00"E 64.00 feet to the NE corner of Lot 1 Wal-Mart Minor Sub.; thence S00°16'12"E 810.36 feet along the East line of Lot 1 Wal-Mart Minor Sub. to the SE corner of Lot 1 Wal-Mart Minor Sub.; thence S89°59'51"E 30.00 feet to the East line of the W1/2 NE1/4 NE1/4 Sec. 18; thence S00°16'12"E 294.00 feet along the East line of the W1/2 NE1/4 NE1/4 Section 18 to the SE corner of the W1/2 NE1/4 NE1/4 Section 18; thence N89°59'52"W 411.20 feet; thence S00°00'08"W 515.47 feet to the SW corner of Lot 1 Gunnison Avenue South Subdivision, also being the North right-of-way line for I-70 Business Loop; thence S73°29'52"W 784.78 feet; thence N00°09'31"W 708.43 feet to the South right-of-way for Gunnison Avenue; thence S89°59'52"E 203.97 feet; thence N00°09'25"W 30.00 feet; thence S89°59'52"E 135.29 feet; thence N00°09'24"W 1279.29 feet to the South right-of-way line for North Avenue; thence N89°59'22"E 165.28 feet; thence S00°09'25"E 10.00 feet to the point of beginning, containing 32.87 Acres as described.

76 9/28

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FAXED: 602/491-2581



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

March 7, 1994

Scott Moore
Dunaway and Associates

RE: WalMart Expansion and platting

Dear Mr. Moore:

We are in receipt of the review packets for the proposed replat of lot 1, WalMart Minor Subdivision. As was discussed with the surveyor, Dan Brown, at the time of the pre-application meeting, the replat must be of all properties involved. Therefore, the three parcels to the south of the existing WalMart must be included, in their entirety, on the plat.

I did research development file #46-91 in our office on the conditions of approval of the vacation of Gunnison Avenue as it relates to those three properties to the south of WalMart. The approval of the vacation was subject to a 60 foot wide easement for utilities centered on the vacated ROW, the dedication of 30 ft. of ROW for Melody Lane and an adjustment of property lines so that all parcels have frontage on a dedicated ROW. All of those requirements could be met through the replatting of the parcels.

The City's policy for replats is that where lot lines are being adjusted between platted lots or between a platted lot and a metes and bounds described lot, a plat of all properties, in their entirety, must be recorded. The proposal to include only those portions of the properties to the south to be conveyed to WalMart on the plat is not acceptable and not consistent with City policy. However, because there is no proposed increase in the total number of lots or parcels existing, the review of the replat can be done administratively rather than through a hearing process. I am therefore rejecting the submittal made by Dan Brown for the WalMart replat and returning all packets to him. The separately submitted review of the site plan for WalMart is in process and will continue; however, a Planning Clearance for Building Permit will not be issued until the approved plat is recorded.

If you have questions you can call me at 244-1446.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor



REVIEW COMMENTS

Page 1 of 2

FILE #76-94

TITLE HEADING: Replat of Lot 1, Wal-Mart Minor
Subdivision

LOCATION: North Avenue & Melody Lane

PETITIONER: Wal-Mart Stores, Inc.

PETITIONER'S ADDRESS/TELEPHONE: 701 Walton Boulevard
Department 8710
Bentonville, Arkansas 72716-8710
501-273-8123

PETITIONER'S REPRESENTATIVE: Q.E.D. (Dan Brown)

STAFF REPRESENTATIVE: Kathy Portner

**NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS
REQUIRED ON OR BEFORE 5:00 P.M., MAY 23, 1994.**

CITY UTILITY ENGINEER
Bill Cheney

4/25/94
244-1590

No comment.

FRUITVALE LATERAL & WASTE DITCH
George Black

4/26/94
245-2155

1. Please note that "0" surface drainage will be allowed into the Association ditches located on the north and west boundaries of the proposed replat of Lot #1.
2. If the property owner wishes to pipe the existing Association ditch, PVC heavy duty pipe, 10" in diameter must be placed in clean sand, on the same grade as the existing ditch.

U.S. WEST
Leon Peach

4/26/94
244-4964

No comments at this time.

GRAND JUNCTION DRAINAGE DISTRICT
John L. Ballagh

5/3/94
242-4343

There are no known Grand Junction Drainage District facilities existing or planned through or adjacent to the site of the replat of Lot 1, Wal-Mart Minor Subdivision.

CITY DEVELOPMENT ENGINEER
Jody Kliska

5/9/94
244-1591

1. See attached Plat Dedication Guidelines. Dedications should follow these guidelines.
2. The plat is incorrectly titled. This is more than a replat of Lot 1, as it is enlarging Lot 1 and affects other properties.
3. The original or most recent property line for Lot 1 should be shown as well as the new line.
4. Please define the no-build easement.
5. What is the road and utility easement? Do you plan to vacate it?
- 6. There is no dedication for the irrigation easement on the west side of Lot 1.
- 7. Does the blanket drainage easement for Lot 1 include the building? Will a portion of it have to be vacated to expand the building? This easement needs to be better defined so it is clear what it includes.
8. Is the existing irrigation ditch on the south side of North Avenue in an easement? Should it be?
9. All plat submittals need to be accompanied by a computer printout showing boundary closure as per SSID manual.
10. Redlined plat attached.

COMMUNITY DEVELOPMENT DEPARTMENT
Kathy Portner

5/9/94
244-1446

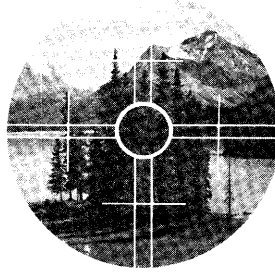
1. Title is incorrect. Should be titled something different with the sub-title shown as "including a Replat of Lot 1, Wal-Mart Minor Subdivision".
2. Dedication language must include dedication of the following easements: drainage, no-build, irrigation and ingress/egress. The dedication dedicates the utility easements twice. The second dedication to the owners is probably supposed to be the dedication of the ingress/egress easement.
3. Original property lines must be shown as dashed lines on the plat.
4. The no-build easement must be defined as to restrictions and what's allowed.
5. What is the road and utility easement Book 1059 Page 789 as shown? Is it vacated?
6. Note 1 blanket easement must be revised to define where the easement is. As written, it would include that area where the building exists and is proposed. An easement vacation may be required.

LATE COMMENTS

PARKS & RECREATION DEPARTMENT
Don Hobbs

5/12/94
244-1542

We will need to see the purchase price documentation before we can agree to use it rather than the appraisal.



Q.E.D.

SURVEYING SYSTEMS, INC.

1018 Colorado Ave., Grand Junction CO 81501
(303) 241-2370 (303)464-7568

***WAL-MART TWO SUBDIVISION
WRITTEN RESPONSE TO REVIEW COMMENTS***

CITY DEVELOPMENT ENGINEER - JODY KLISKA

1. Corrected on plat.
2. Corrected on plat.
3. Corrected on plat.
4. Corrected on plat.
5. This is an easement recorded in Feb. 20, 1976, it may be desirable for Wal-Mart to vacate their portion of this easement, however at this time, there hasn't been any movement in that direction.
6. Corrected on plat.
7. Corrected on plat.
8. Irrigation ditch is at present in the ROW for North Ave. not on Wal-Mart's property, therefor no easement is needed.
9. Printout is accompanying this plat.
10. See enclosed plat.

COMMUNITY DEVELOPMENT DEPARTMENT - KATHY PORTNER

1. Corrected on plat.
2. Corrected on plat.
3. Corrected on plat.
4. Corrected on plat.
5. This is an easement recorded in Feb. 20, 1976, it may be desirable for Wal-Mart to vacate their portion of this easement, however at this time, there hasn't been any movement in that direction.
6. Corrected on plat.

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

MAY 18 1994

WAL-MART TWO SUBDIVISION BOUNDARY

COURSE DESCRIPTION	BEARING	DISTANCE	PT#	NORTHING	EASTING
			1	5985.25	4336.73
1-2	S00°09'25"E	10.00	2	5975.25	4336.75
2-3	N90°00'00"E	356.39	3	5975.25	4693.14
3-4	S00°16'12"E	187.00	4	5788.25	4694.02
4-5	S44°51'54"E	35.27	5	5763.25	4718.90
5-6	N90°00'00"E	183.50	6	5763.25	4902.40
6-7	N00°16'12"W	47.00	7	5810.26	4902.18
7-8	N90°00'00"E	64.00	8	5810.26	4966.18
8-9	S00°16'12"E	810.36	9	4999.91	4970.00
9-10	S89°59'51"E	30.00	10	4999.90	5000.00
10-11	S00°16'12"E	294.00	11	4705.91	5001.39
11-12	N89°59'52"W	411.20	12	4705.92	4590.19
12-13	S00°00'08"W	515.47	13	4190.45	4590.17
13-14	S73°29'52"W	784.78	14	3967.53	3837.72
14-15	N00°09'31"W	708.43	15	4675.95	3835.76
15-16	S89°59'52"E	203.97	16	4675.94	4039.73
16-17	N00°09'25"W	30.00	17	4705.94	4039.65
17-18	S89°59'52"E	135.29	18	4705.94	4174.94
18-19	N00°09'24"W	1279.29	19	5985.22	4171.44
19-1	N89°59'22"E	165.28	1	5985.25	4336.73

Closure error distance> 0.00000000 Error Bearing> E
 Closure Precision> 1 in 6251232750069.91 Total Distance
 Traversed> 6251.23

AREA> 1431816 SF. 32.87 AC.

LOT ONE BOUNDARY

COURSE	BEARING	DISTANCE	PT#	NORTHING	EASTING
			2	5975.25	4336.75
2-3	N90°00'00"E	356.39	3	5975.25	4693.14
3-4	S00°16'12"E	187.00	4	5788.25	4694.02
4-5	S44°51'54"E	35.27	5	5763.25	4718.90
5-6	N90°00'00"E	183.50	6	5763.25	4902.40
6-7	N00°16'12"W	47.00	7	5810.26	4902.18
7-8	N90°00'00"E	64.00	8	5810.26	4966.18
8-23	S00°16'12"E	870.36	23	4939.91	4970.28
23-22	N89°59'51"W	380.08	22	4939.92	4590.20
22-21	N00°00'08"E	19.00	21	4958.92	4590.20
21-20	N89°59'51"W	415.95	20	4958.94	4174.25
20-25	N00°09'24"W	1016.29	25	5975.22	4171.47
25-2	N89°59'21"E	165.28	2	5975.25	4336.75

Closure error distance> 0.00000000 Error Bearing> E
 Closure Precision> 1 in 3740129151076.83 Total Distance
 Traversed> 3740.13 AREA> 760738 SF. 17.46 AC.

LOT TWO BOUNDARY

COURSE	BEARING	DISTANCE	PT#	NORTHING	EASTING
			23	4939.91	4970.28
23-24	S00°16'12"E	234.00	24	4705.91	4971.39
24-12	N89°59'52"W	381.20	12	4705.92	4590.19
12-22	N00°00'08"E	234.00	22	4939.92	4590.20
22-23	S89°59'51"E	380.08	23	4939.91	4970.28

Closure error distance> 0.00000000 Error Bearing> E
 Closure Precision> 1 in 1229274942566.57 Total Distance
 Traversed> 1229.27 AREA> 89068 SF. 2.04 AC.

LOT THREE BOUNDARY

COURSE	BEARING	DISTANCE	PT#	NORTHING	EASTING
			18	4705.94	4174.94
18-20	N00°09'24"W	253.00	20	4958.94	4174.25
20-21	S89°59'51"E	415.95	21	4958.92	4590.20
21-13	S00°00'08"W	768.47	13	4190.45	4590.17
13-14	S73°29'52"W	784.78	14	3967.53	3837.72
14-15	N00°09'31"W	708.43	15	4675.95	3835.76
15-16	S89°59'52"E	203.97	16	4675.94	4039.73
16-17	N00°09'25"W	30.00	17	4705.94	4039.65
17-18	S89°59'52"E	135.29	18	4705.94	4174.94

Closure error distance> 0.00000000 Error Bearing> E
 Closure Precision> 1 in 3299895624510.00 Total Distance
 Traversed> 3299.90 AREA> 571537 SF. 13.12 AC.



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

June 9, 1994

Mark Hermundstad
200 N. 6th Street
Grand Junction, CO 81501

RE: Wal-Mart Two Subdivision

Dear Mr. Hermundstad:

This is to confirm that all lots created with the Wal-Mart Two Subdivision plat conform with the City of Grand Junction zoning regulations. Lot 2 and the north 254 feet of lot 3 are zoned I-2 (heavy industrial) and the remainder of lot 3 is zoned I-1 (light industrial). There are no required side or rear yard setbacks in the industrial zones which are the only setback requirements the proposed lot line adjustments would affect.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Portner".

Katherine M. Portner
Planning Supervisor

EXHIBIT "C"

AGREEMENT AND NO BUILD EASEMENT

*Plat recorded
B14 p 483
1030 on June 10 1994
Recorded copy in file # 13-94
bk 2078 pg 483*

THIS AGREEMENT is made as of the ____ day of _____, 1994, between WAL-MART STORES, INC., a Delaware corporation, whose address is 702 S. W. Eighth Street, Bentonville, Arkansas 72716 (hereinafter called "Grantee") and DOTTY CORPORATION OF COLORADO whose address is 18000 East Smith Road, Aurora, Colorado 80011, (hereinafter called "Grantor").

WHEREAS, Grantor is owner of Parcel A in the city of Grand Junction, County of Mesa, State of Colorado hereinafter described in Exhibit "A" attached hereto, which northerly property line of Parcel A abuts the Wal-Mart Tract, hereinafter described as Parcel B in Exhibit "A", measuring approximately sixty (60') feet by four hundred twelve and fifty-two hundredths (412.52') feet;

WHEREAS, Grantee is desirous of obtaining a no build easement area from Grantor;

WHEREAS, the City of Grand Junction requires certain covenants and agreements from Wal-Mart;

WITNESSETH

NOW, THEREFORE, the said Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a non-exclusive right to a "No Build Easement" on, over, across or under Parcel A measuring approximately twenty (20') feet by one hundred eighty-two and seventy-two hundredths (182.72') feet located in Grand Junction, Colorado. THE EASEMENTS ARE MADE SUBJECT TO THE FOLLOWING:

1. The Grantor shall have the right to use and enjoy fully said premises for parking and drive lanes subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said easement area without the written consent of both Grantee and the City of Grand Junction.

2. The Grantee will indemnify and hold harmless the Grantor from any claims for damages or injuries arising out of or connected directly or indirectly with the use by the Grantee of the easement granted herein.

3. The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the Grantee, its successors and assigns.

4. This easement contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns and thereafter so long as it is required by the City to meet the public safety and health needs.

5. The City of Grand Junction shall retain the right to enforce the terms of the easement against both the Grantor and the Grantee so long as the building is in existence. The Grantee, and its successors and assigns, shall indemnify and hold harmless the City of Grand Junction, its officers, agents and employees from any claims, however stated, for damages or injuries arising out of the use of the easement and the failure to provide unobstructed access to emergency personnel and equipment.

6. While the Wal-Mart building is in existence, the Grantee agrees to take such steps as may be required to maintain the sixty foot-swath of unobstructed area except for the portion the surrounds the Wal-Mart loading dock as shown on Exhibit "B". This easement is intended to satisfy the criteria for an unlimited area *surrounding* a building as outlined in Section 506(b) of the Uniform Building Code. Grantee agrees to police the area of the easement and to enforce the terms of this agreements as against the owner of the burdened property, and as to others as may reasonably be required.

7. This easement shall not be terminated or relocated or otherwise modified without the prior written consent of the City's Chief Building Official or the Fire Chief.

8. This easement contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns. This easement shall be recorded by Grantee at its expense in the official county records and shall provide copies of same to all parties to the easement.

IN WITNESS WHEREOF, the undersigned have executed this easement agreement the date first written above.

WAL-MART STORES, INC.

Attest:

Assistant Secretary

Its Asst. Vice President of Real Estate

Attest:

WAGNER EQUIPMENT CO.

Its:

Its:

Attest:

CITY OF GRAND JUNCTION, COLORADO

Its:

Its:

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF)

On this ____ day of _____, 1994, personally appeared _____ to me personally known who, being by me duly sworn, did say that he is the _____ of Dotty Corporation of Colorado, a _____ corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public
Residing in _____

CORPORATE ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §
COUNTY OF BENTON)

Be it remembered that on this ____ day of _____, 1994, before me a notary public in and for the county and state aforesaid, came _____, Assistant Vice President of Real Estate, of Wal-Mart Stores, Inc., a corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

Dorothy L. Jensen
Notary Public
Residing in Benton county

ACKNOWLEDGEMENT

STATE OF COLORADO)
) §
COUNTY OF MESA)

On this ____ day of _____, 1994, personally appeared _____ to me personally known who, being by me duly sworn, did say that ____ is the _____ of The City of Grand Junction of Colorado, a _____, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said corporation

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Notary Public
Residing in _____

EXHIBIT "A"

PARCEL A: LAND OWNED AND RETAINED BY DOTTY CORPORATION COVERED BY NO BUILD EASEMENT TO WAL-MART

A parcel of land situated in NE/4 of Section 18 T1S R1E of the Ute Meridian, being described as follows:

Considering the South line of the NE/4NE/4 of Section 18, T1S, R1E, Ute P.M. to bear N 89°36'23" W and all bearings contained herein to be relative hereto.

COMMENCING at the NE Corner of a parcel of land described in Book 1836 Page 437 thence S 00°00'15" E 60.00 feet along the East line of said Parcel described in Book 1836 Page 437 to the POINT OF BEGINNING; Thence N 89°36'23" W 182.72 feet; thence S 00°23'27" E 20.00 feet; thence S 89°36'23" E 182.72 feet; thence N 00°00'15" W 20.00 feet to the point of beginning.

PARCEL B: LAND OWNED AND RETAINED BY WAL-MART

A parcel of land situated in NE/4 of Section 18, T1S, R1E of the Ute Meridian, being described as follows:

Considering the South line of the NE/4NE/4 of Section 18, T1S, R1E, Ute P.M. to bear N 89°36'23" W and all bearing contained herein to be relative hereto.

Beginning at the NE Corner of a parcel of land described in Book 1836 Page 437 thence N 89°36'23" W 412.52 feet to the NW/4 of said parcel described in Book 1836 Page 437; thence S 00°23'37" E 60.00 feet thence S 89°36'23" E 412.11 feet more or less to the east line of said parcel described in Book 1836 Page 437; thence N 00°00'15" W 60.00 feet to the point of beginning.