

Planning Department
Staff Review
August 12, 1998

*D. Job
Examination*

A. 8-98-5 Petition for Annexation and Zone of Annexation from Agricultural, Forestry Transition to Rural Agricultural: 1157 18.5 Road and Town and Country Minor Subdivision (Dave's Farm Minor Subdivision)

Petitioner: Dave Maves

Location: 11 57 18.5 Road West of 18 ½ Road, north of K.6 Road

A request to approve the annexation of a parcel of land containing 23 acres into the City of Fruita, to zone it Rural Agricultural, and a request to approve a minor subdivision of four lots on 23 acres in a Rural Agricultural Zone.

SURROUNDING LAND USE, ZONING, AND MASTER PLAN DESIGNATION:

Land Uses: small farms and single family homes, 18.5 Road to the east, Little Salt Wash to the northwest, Coff Minor Subdivision to the south, Village at Country Creek (north)

Zoning: Rural Agricultural

Fruita Community Plan: Rural Agricultural

PROPOSAL:

This is a proposal for a second annexation and Rural Agricultural (this month) subdivision in the northeast area of Fruita. The annexation will have contiguity from the Village at Country Creek and the Coff annexation to the south. We have encourage lower density subdivisions as the City grows to the north and abuts agricultural lands in the county. The proposed subdivision would create four lots: lots 1, 2, and 4 would be more than five acres each. Lot 3 would be 18.2 acres.

Roads and Access

Lots 1 and 2 would share a single driveway onto 18.5 Road. Lots 3 and 4 would share a driveway onto 18.5 Road. Lot 3 would have a stub to 18.5 Road that is wide enough (44') for a future collector road if this parcel should resubdivide. The common driveways will have to be improved with a dust free surface in accordance with the City of Fruita standards.

Utilities and Fire Protection.

Sewer: Since there is no sewer line immediately available and since this is a low density subdivision and since it is more than 400 feet to the nearest sewer, it will not have to connect to sewer. An individual sewage disposal system must be designed and approved by the Mesa county Health Department.

Water and Fire Protection: Lower Valley Fire District will not require fire hydrants for this low density subdivision.

Irrigation: Irrigation must be provided to each lot through head gates and ditches with wastewater outflow to a waste irrigation ditch. Shares shall be provided to each lot

Fruita Planning Staff Review
Maves Subdivision

owner in sufficient quantity to irrigate the proposed lots.

Parks and Open Space

The Fruita Land Use Code (Section 17.30.200) requires open space/parkland dedication or fees. In this case since the subdivision border on Little Salt Wash, an open space easement or dedication will be required for the entire length of Little Salt Wash from measured from the 100 year flood elevation. The easement may be for open space preservation and will not have a trail on it on this side since The Village at Country Creek will be providing a trail along the wash on the north side. There will be no park or open space fees required because of the Little Salt Wash dedication.

School Land Dedication Fee

This subdivision is subject to the school land dedication fee set by Ordinance 1997-15 or \$292 x 4 or \$1,168.

Soils and geological conditions

A geotechnical soils report must be adhered to before the new houses are constructed.

SUMMARY OF REVIEW AGENCY COMMENTS:

(see attached)

RECOMMENDATIONS:

Approval subject to the following conditions:

1. Dedication of a conservation easement or open space dedication along the entire length of Little Salt Wash measured from the 100 year flood boundary.
2. Payment of the school impact fee.
3. Improvement of the private driveways with a dust free surface in accordance with the City Engineer's comments.
4. Construction shall minimize dust, erosion, siltation, mud and noise during construction.
5. Review agency comments with the exception of the Lower Valley Fire District impact fee.

Fruita Planning Staff Review
Maves Subdivision

CITY OF FRUITA GENERAL PERFORMANCE STANDARDS	pos	neg
NEIGHBORHOOD IMPACT		
1. Is the project compatible with surrounding land uses?	1*	
2. Is the project's scale, height & bulk of buildings consistent with that of the surrounding development?	1	
3. Does the project comply with City of Fruita historic preservation design standards if the building is on the state or national register of historic places?	NA	
4. If the project is a multi family development is it within 1/4 mile of a neighborhood commercial area and a City or School District 51 park/playground?	NA	
TRANSPORTATION AND TRAFFIC		
1. Is the project consistent with the City of Fruita street standards?	1*	
2. Does the project have an adequate pedestrian bicycle network?	1	
3. Is the proposed road network and road standards consistent with the City of Fruita Road Classification map and the City of Fruita street standards?	1*	
SEWER		
1. Will the project connect to the City of Fruita sewer system?	1*	
2. If the sewer connection involves over sizing does the developer propose a recapture agreement or an assessment district?	1*	
WATER		
1. Does the project have adequate fire flow as determined by the Lower Valley Fire Department?	1*	
2. Does the project have sufficient domestic water to serve the proposed development?	1	
3. If the water service requires over sizing does the developer propose a recapture agreement or assessment district?	NA	
DRAINAGE		
1. Does the project meet the City of Fruita Drainage standards as defined in the City of Fruita Design Standards for new construction?	1	
2. Does the project comply with the Grand Junction Drainage District standards if it is on or adjacent to their drainage systems?	NA	
FLOOD HAZARD		
1. Does the project adequately address potential Federal Emergency Management Agency regulations and the Fruita flood hazard and meet the flood plain regulations?	NA	

Fruita Planning Staff Review
 Maves Subdivision

CITY OF FRUITA GENERAL PERFORMANCE STANDARDS	pos	neg
IRRIGATION		
1. Does the project provide adequate irrigation water for the proposal including shares of water, method of delivery to each lot and method of draining water from each lot?	1*	
FIRE PROTECTION		
1. Does the project have adequate fire flow as determined by the Lower Valley Fire Dept. & does it meet the other requirements of the fire department with regard to access, cul de sac radius, etc.?	1*	
HISTORIC PRESERVATION		
1. Does the project involve the demolition, remodel or reconstruction of a structure or site that is on the national or state register of historic places or eligible for nomination to either of these registers?	NA	
NOISE, DUST, ODOR		
1. Does the project comply with federal and state air emission standards?	1*	
2. Does the project comply with state noise statutes?	1*	
3. Does the project minimize disturbance of the natural ground cover, or replacement of the natural ground cover with alternative ground cover or pavement?	1*	
4. Have erosion and sedimentation controls been proposed during and after construction?	1*	
NATURAL FEATURES AND ENVIRONMENTAL PROTECTION		
1. Does the proposal preserve natural features to the largest extent possible including existing trees, natural vegetation, hills, rock outcroppings, bluffs, stream & washes, river floodplains, wetlands, etc.?	NA	
TOTAL	16	0

UC--UNCLEAR NA-NOT APPLICABLE *If staff recommendations are followed **Must confirm irrigation shares before recording pos-positive neg-negative

REVIEW COMMENTS ON TOWN & COUNTRY ACRES, DATED 7/21/98

City Engineer

Plat

1. The dimension for Lot 2 along its' easterly boundary shall be shown on the plat.
2. At this point in time it appears that the driveway for Lots 2 & 3 has no other access to the general street system until and if the proposed right-of-way is constructed. Access is acceptable on 18 ½ Road provided that access will continue until such time that other reasonable access to a lower functional street is available and permitted. Back out driveways will not be allowed for Lots 1, 2, or 4. The driveways for Lots 2 & 4 shall be located a minimum of 100 from the proposed flowline or edge of pavement of the "proposed" intersecting street when measured from the edge of the driveway nearest the intersecting street. Access to Lot 1 shall be a minimum of 300 feet from the driveway access to Lot 2. Since it does not appear that private driveway access onto this collector can be maintained than it appears that the ingress/egress into Lot 3 must be built.
3. All driveways accessing the single family lots shall have a minimum surface width of 18 feet at the edge of pavement and taper to a minimum surface width of 12 feet at a distance of 6 feet from the edge of road and maintain this surface width to the edge of the City road right-of-way. Driveway material shall be 2 inches with 6 inches Class 6 aggregate base course at a minimum.
4. Driveway grades may not exceed 10% and adequate drainage shall be provided. An all weather surface, minimum 12 feet in width shall be available to emergency vehicles within 100 feet of the principal entrances to all structures.
5. All driveways and approaches shall be so constructed that they shall not interfere with the drainage system of the street. Drainage structure shall become an integral part of the existing drainage system.
6. The horizontal axis of an approach to the 18 ½ Road shall be perpendicular to the centerline of the highway and extend a minimum of 40 feet beyond the travel way.
7. Notes 2, 3, 5, & 6 shall be added to the plat. The last sentence of Note 3 need not be on the plat.
8. The 12 inch culvert described in the narrative shall be minimum 15 inch RCP.
9. The westerly boundary of this plat is unclear as to how the boundaries of this property are marked.
10. A drainage report depicting historical drainage and routing needs to be submitted. This drainage report shall depict existing drainage ways, irrigation facilities which will influence drainage, historic drainage patterns of the property being developed, off-site drainage flow patterns and impact on development, drainage patterns, and proposed drainage patterns

file:F-T&C

To: Grand Valley Irrigation Company (GVIC)

CC To: City of Fruita

From: Bill Ellison (Independent Contractor for Grand Valley Irrigation Company (GVIC)) *B.E. 10 Aug 98*

Subject: Review Comments for "Town and Country Acres" Plat

GENERAL COMMENTS:

No utility lines, permanent structures, pumps, holding tanks etc. should be planned or placed within the canal right-of-way. The GVIC needs a clear width to operate the equipment necessary for proper operation and maintenance (O&M) of the canal. Structures and other items placed within the right-of-way have a very high risk of being damaged or destroyed during operation and maintenance activities.

Measurements at several locations along the canal in the vicinity of the proposed plat indicates that GVIC has historically utilized a width of 35 feet from canal centerline on the west or downslope side. Measurements on the east or upslope side indicate a historical usage of from 20 to 25 feet from canal centerline - 25 feet being more practical based on minimum widths for present equipment. GVIC will continue to need these same widths based on the equipment, procedures, and future needs to operate and maintain the canal. It is extremely important to GVIC, Realtors, title companies, and future lot/home owners that the canal centerline and the above right-of-way widths be accurately indicated and labeled appropriately on the final plat.

GVIC request that the canal right-of-way within the proposed area be dedicated to GVIC to eliminate potential conflicts and lessen the potential liability for future lot owners.

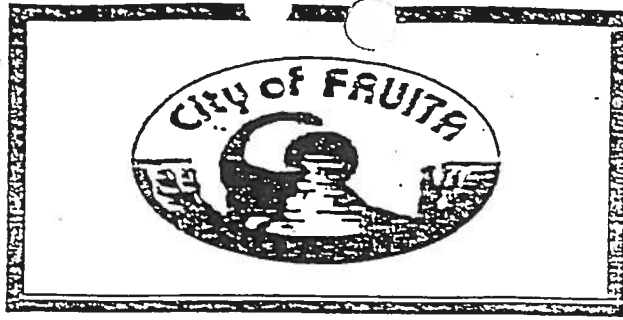
Although, it appears, that a planned access route to lot 1 outside the canal right-of-way has been accommodated on the plat it should be made clear, where possible, that use of the canal O&M road to access this lot is not acceptable nor dependable. In many instances the canal roads are blocked off for maintenance reasons for long periods of time which in turn would cut off access to homes for long periods of time. In addition the canal O&M roads are not built nor suitable for residential access because of the apparent potential dangers. The apparent planned access route to lot 1 which is adjacent to the canal right-of-way will need adjusted based on the above discussed canal right-of-way widths which run

GV Irrigation
10 Aug 98

parallel to the centerline on both sides. The blocked out 50 ft area that is presently shown on the plat does not accurately represent the canal right-of-way.

A representative of GVIC will be happy to meet on site if necessary - please give the company a couple days advanced notice.

Thanks for the opportunity to review the proposed plat.



REVIEW SHEET

Date: 7/22/98

Project: Grand Junction Drainage

Area: Town & Country Acres

Location: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

Phone: 858-9642

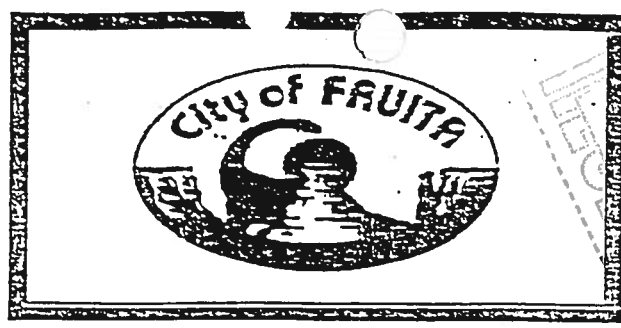
The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: THERE ARE NO EXISTING OR PLANNED GDD FACILITIES ON THIS SITE. IF LOTS 1, 2, & 4 WILL HAVE SURFACE WATER LEAVING THEIR BOUNDARIES AND CROSSING SOME PORTION(S) OF LOT 3 THEN THERE SHOULD BE DRAINAGE EASEMENTS IN FAVOR OF THE LOTS FRONTING ON 18.5 ROAD.

Reviewed By: John L. Ballagh Date: 8/10/98

Planning Department

REVIEW SHEET



JUL 27 1998
 RECEIVED
 PLANNING DEPARTMENT

Date: 7/22/98

From: Mesa County Health Dept

Re: Town & Country Acres

Location: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

Phone: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: _____

Provide the Department with a location (plot plan or plat) of the percolation test and soil evaluation for Lot 4. The Soil evaluation and percolation results indicate suitable soils for on-site sewage disposal on proposed lot 4. Percolation test and soil evaluations shall be completed on each proposed parcel at time of application for permit to install on-site systems. Should the proposal change, the Department shall require further review.

Reviewed By Diana C. Clark Date Aug. 6, 1998

Return to Fruita Planning Department

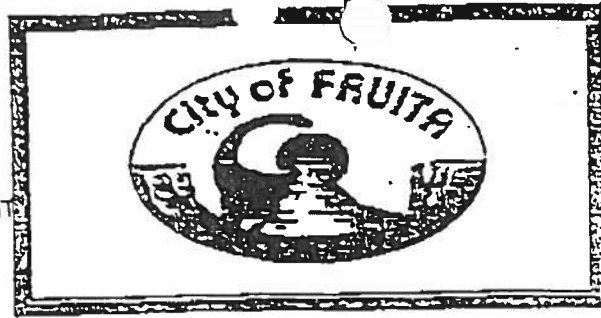
Planning Department

RECEIVED

REVIEW SHEET

JUL 27 1998

MESA COUNTY PLANNING DEPARTMENT



Date: 7/22/98

To: Mesa Planning Dept

From: Town & Country Acres

Location: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

Phone: 858-9642

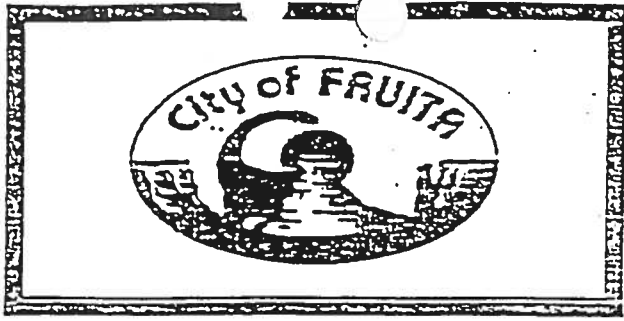
The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: No comments

Reviewed By: [Signature] Date: 7-31-98
Return to Fruita Planning Department

Planning Department

REVIEW SHEET



Date: 7/22/98

Grand Valley Irrigation

Address: Town & Country Acres

Description: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Applicant/Developer: Dave Maves

Address: 1873 L Road

Phone: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: _____

SEE ATTACHED COMMENTS

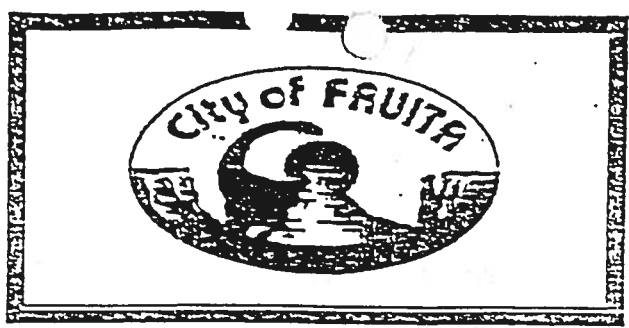
Bill Ellison

Reviewed By

10 Aug 98

Date

Planning Department



REVIEW SHEET

Date: 7/22/98

From: Ute Water

Item: Town & Country Acres

Location: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

Phone: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: _____

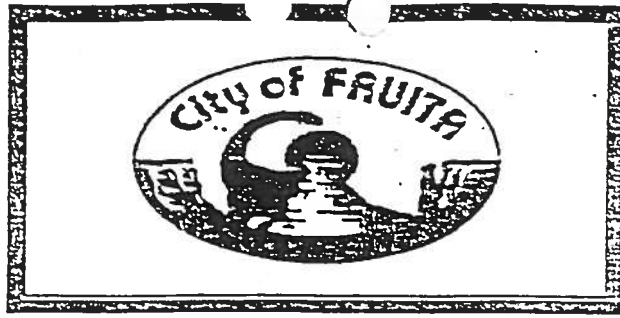
Ute Water has the option to up size the proposed water line at Utes expense.

POLICIES AND FEES IN EFFECT AT THE TIME OF APPLICATION WILL APPLY..

Reviewed By Jay Mathews / Ute Water

Date 8-12-98

Return to Fruita Planning Department



REVIEW SHEET

Date: 7/22/98

Project: Grand Valley Irrigation

Location: Town & Country Acres

Location: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

Phone: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: Concerns and Questions related to Town and Country Acres:

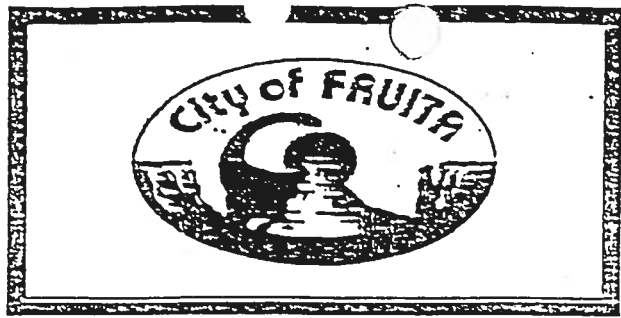
1. Proposed Lot 1 affects our Mainline Canal right-of-way (ROW). NO encroachment, trespass or access on or through our canal and canal ROW will be allowed or permitted.
2. A 35 foot from center line of canal is claimed as canal and canal ROW. Any access to lot 1 must be outside this 35 feet from center line of canal. Final plat must show this canal ROW.
3. There will be a single point of delivery for irrigation water established for this subdivision. Must confirm this point of delivery with developer.
4. Contour of this property must be looked at closely so irrigation water delivery does not become a future problem. Drainage and tail water run-off could cause major problems.
5. Land has not been cultivated or watered for several years. If houses are not built correctly, settling or moving of building could be a problem.
6. What type of fencing of lot 1 will there be along canal ROW? Any landscaping, contouring, constructing or changing grades and elevations next to the canal ROW must be done in a workman like manner, not to break the canal seal or affect normal slope of bank to toe of slope.

Reviewed By Phil Bertrand

Date 8/11/98

Planning Department

REVIEW SHEET



Date: 7/22/98

By: Police

EM: Town & Country Acres

LOCATION: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

DEVELOPER/PETITIONER: Dave Maves

ADDRESS: 1873 L Road

PHONE: 858-9642

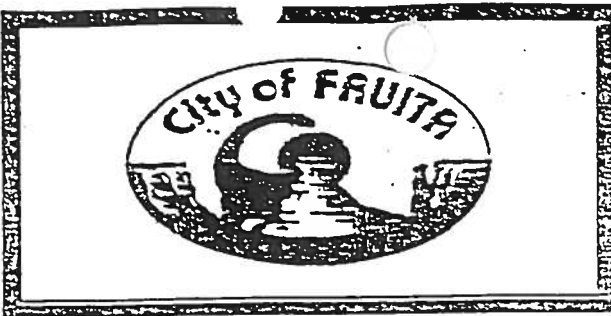
The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

COMMENTS: _____

Reviewed By David M. Richardson

Date 8-3-98

Planning Department



REVIEW SHEET

Date: 7/22/98

By: Engineer

EM: Town & Country Acres

LOCATION: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

DEVELOPER/PETITIONER: Dave Maves

ADDRESS: 1873 L Road

PHONE: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

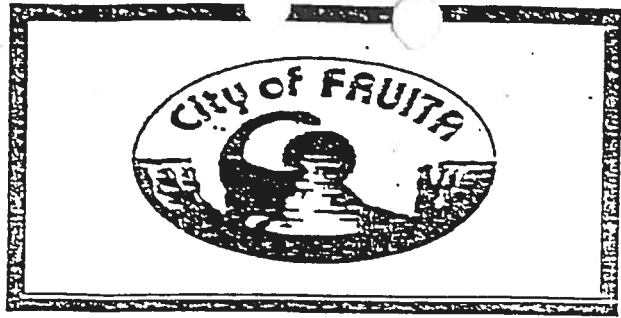
COMMENTS: See Attached

Reviewed By [Signature] Date 8/10/98

Return to Fruita Planning Department

Planning Department

REVIEW SHEET



Date: 7/22/98

From: Lower Valley Fire Dept

Item: Town & Country Acres

Location: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

Phone: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: _____

Reviewed By: Lowell Bayland Capt. Date: 8-11-98

Return to Fruita Planning Department

Lower Valley Fire Protection District

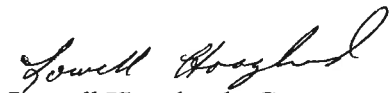
Fire • Emergency Medical Service
Fax: 970-858-3133
P.O. Box 520, 168 N. Mesa St.
Fruita, CO 81521
Phone 970-858-3133

Town And Country Acres.
18.5 Road and Little Salt Wash.

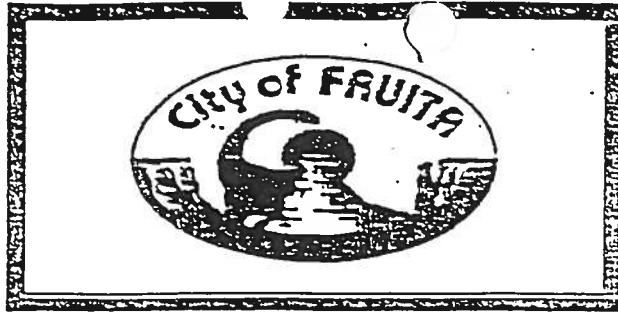
No objection to the three 5 acre parcels.

Future development will require fire hydrants and water main up grade. Water main up grade would be a 6 inch loop or 8 inch dead end.

Driveways to have an unobstructed width of 20 feet. Any fire access road 150 feet in length to have a turn around for fire trucks.



Lowell Hoaglund Capt.
Lower Valley Fire District.
August 11, 1998



REVIEW SHEET

Date: 7/22/98

Project: Public Service

Location: Town & Country Acres

Description: 33 acres on the west side of 18.5 Road & bordered by Little Salt Wash to the west

Developer/Petitioner: Dave Maves

Address: 1873 L Road

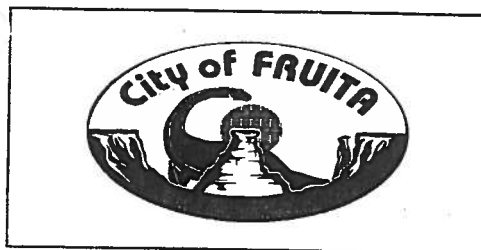
Phone: 858-9642

The attached plan has been submitted to your office for review and comment. Failure to comment by 8-11-98 shall constitute approval by your office.

Comments: Natural Gas and Electric
No objections

Reviewed By: Tom Boughton

Date: 7-30-98



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Review Agencies

City of Fruita

- Planning Department (1L)
- Planning Commission (10 S)
- City Council (10 S)
- Public Works (1L)
- City Engineer (1L)
- Police (1S)

Fire

- Lower Valley Fire Protection Dist. (1L)
- Grand Junction Rural Fire (1L)

School

- School District #51 (Shelley, Fruita Middle, Fruita Monument High) (1S)

Mesa County

- Public Works Dept. (1L)
- Road Dept. (1S)
- Health Dept. (1S)
- Planning Dept. (1S)
- County Building Dept. (1S)
- County Sheriff Dept. (1S)

Drainage

- Grand Junction Drainage Dist. (1L)

Irrigation

- Grand Valley Water Users (1L)
- Grand Valley Irrigation Company (1L)

Agriculture and Soil Conservation

- U.S. Soil Conservation Service (1S)
- Mesa Co. Soil Conservation (1S)

Federal

- Bureau of Land Man. (1S)
- Forest Service (1S)
- USPS-Co. Nat'l Mon. (1S)
- Bureau of Reclamation (1S)
- US Fish and Wildlife (1S)

State

- Health Dept. (1S)
- Dept. of Transportation (1S)
- Division of Local Government (1S)
- Division of Wildlife (1S)

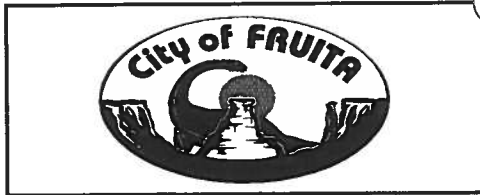
Utilities

- Public Service Company (1L)
- U.S. West Communication (1L)
- TCI Cable Television (1L)
- Ute Water (1L)

Other COUNTY SURVEYOR (1L)

KEY:

(L)- FULL SIZE (24"X36") PLANS, PLATS, ROAD PLAN AND PROFILE, UTILITY COMPOSITE, DRAINAGE AND SOILS REPORTS, REDUCED ASSESSORS MAP, PROJECT NARRATIVE
 (S)- SMALL PACKET: 11X17 PLAN AND PLAT, REDUCED ASSESSORS MAP, NARRATIVE



July 22, 1998

NOTICE OF COMPLETENESS *

Dear Land Use Applicant:

The Fruita Planning Department has received your application for review and it meets the minimum standards for review. Packets have been sent to the review agencies and your project has been scheduled for public hearings with the Fruita Planning Commission and the Fruita City Council as follows:

Fruita Planning Commission August 17, 1998

Fruita City Council September 15, 1998

All hearings are held at 7:00 p.m. at the Fruita City Hall, 101 West McCune Ave., Fruita, CO.

As the hearing date approaches, it is important for you to check the project file and obtain copies of the review agency comments. You should be prepared to respond to review agency comments at the public hearing or before.

Failure to properly address staff and review agency comments may result in your project being tabled or denied.

For more information please call me at 858-3663.

Thank you for your cooperation.

Sincerely,

Bennett Boeschstein
City Planner

*** YOUR SUBMITTAL WILL BE COMPLETE WITH THE INCLUSION OF ALL ITEMS PER YOUR CONVERSATION WITH BENNETT BOESCHENSTEIN ON 7/21/98**

2697-091-00-499
STUART W MADDEN
DAWN M MADDEN
1160 18 1/2 RD
FRUITA, CO 81521-9620

~~2697-091-00-941~~
~~TOWN OF FRUITA~~
~~101 W MCCUNE AVE~~
~~FRUITA, CO 81521~~

2697-091-00-446
BRENT L CONSTABLE
MONA P
1154 18 1/2 RD
FRUITA, CO 81521-9620

2697-091-00-447
STEVE J VIGIL
GLENN M
1156 18 1/2 RD
FRUITA, CO 81521-9620

2697-092-00-437
FRED L NEIDERHEISER
ANN L NEIDERHEISER
1175 18 1/2 RD
FRUITA, CO 81521-9619

2697-092-00-713
FRANK PETERSON
ROSALIE PETERSON
1156 18 RD
FRUITA, CO 81521-2471

2697-092-30-005
SUNSHINE OF THE REDLANDS INC

210 MAIN ST
DELTA, CO 81416-1836

2697-093-00-435
KENNETH S WEBBE
AMY S WEBBE
1149 18 1/2 RD
FRUITA, CO 81521-9619

2697-093-00-704
CHARLES N DOSS
PATRICIA A
1820 K 4 RD
FRUITA, CO 81521-9014

2697-093-24-002
HARRY E COFF
MARILYN F COFF
1828 K 4 RD
FRUITA, CO 81521-9014

2697-094-00-104
OMER J BURENHEIDE
P E
PO BOX 55
FRUITA, CO 81521-0055

2697-093-00-097
BILLIE NADYNE ISLEY
PO BOX 172
FRUITA, CO 81521-0172

2697-093-00-452
NEAL P MCKINSTRY
MARJORIE W MCKINSTRY
1816 K 4 RD
FRUITA, CO 81521-9014

2697-091-00-500
WAYNE A WESTCOTT
1158 18 1/2 RD
FRUITA, CO 81521-9620

2697-091-13-004
KENNETH A ARNOLD
SUSAN M
1178 18 1/2 RD
FRUITA, CO 81521-9620

Dave's Farm

McCune Ave

Robert Raymond - President
Judy Bridge - Secretary - Treasurer
Phillip B. Bertrand - Superintendent

Telephone (970) 242-2762
FAX (970) 242-2770

Owns and Operates
THE GRAND VALLEY CANAL

THE GRAND VALLEY IRRIGATION COMPANY

688 - 26 Road
Grand Junction, Colorado
81506

December 22, 1998

Mr. David Maves
1873 L Road
Fruita, Colorado 81521

Subject: Letter of Notification for Owner(s) of the following property located in Mesa County, Colorado.

Lot 1 of Town & Country Acres

Dear Mr. Maves:

This letter is notification that the subject property is encumbered by the right-of-way for Grand Valley Canal which is owned and operated by the Grand Valley Irrigation Company (GVIC).

The plat entitled "Town & Country Acres" that was filed at the Mesa County Clerk and Records Office in Book 16, Page 326 does not accurately depict the canal right-of-way which is 35 feet from canal centerline on the west side and 25 feet from centerline on the east side. These distances are the outer limits of actual historical use evidence.

A second area of concern to the GVIC is the access to Lot 1. Any planned access to Lot 1 utilizing the canal road or any portion of the canal right-of-way is not acceptable and such access is not dependable. In many instances the canal roads are blocked during maintenance activities and can remain blocked for long periods of time. In addition the canal roads are not built nor suitable for sustained residential traffic and liability is an issue that GVIC is constantly concerned with.

Please keep in mind that if structures are built within this right-of-way they are subject to being damaged or destroyed during operation and maintenance activities without cost to the GVIC. To lessen this risk please do not place anything, particularly permanent structures, within the right-of-way. If the right-of-way becomes obstructed, the GVIC will be forced to remove said obstructions and possibly pursue legal action against landowners that place permanent structures within the right-of-way.

A copy of this letter will be recorded at the Mesa County Clerk and Records Office for public record. The rights-of-way are perpetual rights appurtenant to the land. All future owners of the subject property are subject to these same conditions.

Mr. David Maves
December 17, 1998
Page 2

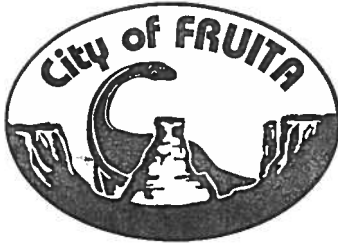
If you have questions please call the GVIC at (970) 242-2762. For specific or additional information related to the subject rights-of-way you may also want to contact the company that provided your title insurance and/or the surveyor responsible for producing and recording the plat.

Sincerely,

A handwritten signature in cursive script that reads "Phil Bertrand".

Phil Bertrand, Superintendent

cc: City of Fruita ✓
Thompson-Langford Corporation



TO: MESA COUNTY CLERK & RECORDER:

THIS IS TO CERTIFY that the herein named Subdivision Plat,

TOWN & COUNTRY ACRES

Situated in the SE 1/4, NW 1/4 of Section 9,

Township 1 N Range 2 W,

of the UTE Meridian in the City of Fruita, County of Mesa, State of Colorado, has been reviewed, and to the best of my knowledge, the plat satisfies the requirements pursuant to C.R.S. 38-51-106 and the Land Use Code of the City of Fruita for the recording of subdivision plats in the Office of the Mesa County Clerk and Recorder.

This certification described makes no warranties to any person for any purpose. It is prepared to establish for the County Clerk and Recorder that the City review has been obtained. This certification does not warrant: 1) title or legal ownership to the land hereby platted nor the title or legal ownership of adjoiners: 2) errors and/or omissions, including but not limited to, the omission (s) of rights-of-way and/or easements, whether or not of record: 3) liens and encumbrances, whether or not of record: 4) the qualifications, licensing status and/or any statements (s) or representation (s) made by the surveyor who prepared the above-named subdivision plat.

Dated this 8th Day of December, 1998

City of Fruita,
City Engineer

By: Wayne J. Costa PE
Wayne J. Costa, PE
City Engineer

Book 16 Page 326

1878620 12/10/98 0423PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00

NARRATIVE FOR TOWN & COUNTRY ACRES, 1157 18 ½ ROAD

1998

Town and Country Acres consists of approximately 33 acres. The site on the west side of 18 ½ Road is bordered by the Little Salt Wash to the West.

The purpose of this development is to provide three 5 acre building sites that will allow city living in a rural atmosphere, this will also create a buffer from the City of Fruita's higher density areas, to the rural and larger parcels that border the city.

The three five acre parcels proposed at this time will have rural zoning and allow animals according to the like zoning. The parcels will have there own individual septic system. There has been a perc test done on Lot # 4 and the results are enclosed. Each lot as it is to be developed will have a similar perc test prior to a building permit.

Parcel three will remain the balance of the 33 acres approximately 18 acres. This land will hold an option of being developed in the future.

The developer will grant to the City of Fruita an open space easement along Little Salt Wash.

The balance of open space easement requirement should be credited to the remaining 18 acres for future development. Since the parcels adjoin 18 ½ Road and maintain 5 acres in size we feel they should be improved as a standard driveway in width a 12 inch culvert for drainage and surface to be gravel similar to existing properties in the area. The impact on 18 ½ Road would be very small in ratio to the 15 acres being developed and adding only three single family residence. 18 ½ Road is in good shape and we see no reason for improvements. The developer will extend the natural gas line to the property. The developer proposes to extend a 4" water line from the dead end point at Holly Park in 18 ½ Road to K 6/10 Road to improve the water capacity for the addition of 3 taps. Because of the size of the lots and the location we feel the fire protection should be treated the same as existing rural home sites in the area.

HISTORIC RUN OFF OF 1157 18 ½ ROAD

2997-192-00-096

Property area approximately 33 acres.

The topography of the land slopes to the West and Little Salt Wash which is a property border.

The wash is a large drainage which is approximately 20 feet deep and 60 to 90 feet in width. This drainage flows into the Colorado River.

There is 45 shares of Grand Valley water with this 33 acres. The shares will be divided accordingly to the parcel splits and the tail water will be collected in open drainage ditches and directed into the Little Salt Wash. The same procedure that has been used in the past.



**CRONK
CONSTRUCTION
INCORPORATED**

**1129 -24- Road
Grand Junction, CO 81505
970-245-0577, 970-257-7453 (fax)**

SOILS AND PERCOLATION REPORT

Date: June 19, 1998

Prepared by: Thomas A. Cronk, P.E.
1129 -24- Road
Grand Junction, CO 81505
245-0577

Client: Dave Maves
1873 -L- Road
Fruita, CO 81521
(970) 858-9642

Property address: 1157 18-1/2 Road, Fruita, CO 81521

Tax schedule No.: 2697-092-00-096

Legal Descript.:

1.0 Soils Evaluation

The site consists of approximately 33 acres of cultivated native soil. Drainage is approximately 3% to the southwest. A percolation tests/soils evaluation was conducted on the property of reference on 06/19/98 by Tom A Cronk, registered professional engineer (R.P.E.).

The *perc* excavation was extended to a depth of 11' below ground surface (BGS). There was no evidence of ground water or high seasonal water table in the open excavation to a depth of 132" BGS. The soils evaluation indicates three distinct soil horizons underlie the site. A lithological description follows:

<u>depth (in.)</u>	<u>description</u>
0" - 12"	silty clay, blocky; gray
12" - 90"	silty clay, hard, minor pea gravel lenses; pink to light brown
90" - 132"	sandy clay; brown

Perc holes were constructed at the surface, and at depths of approximately 36 in., and 70 in. The holes appeared to be well saturated at the time of the test. Results of the percolation test are shown in Table 1.

TABLE 1

Percolation Test Results 1157 18-1/2 Road									
Depth	Time on 06/19/98							Time Drop	Perc Rate min/in
	10:10	10:25	10:40	10:42	10:57	11:12			
0" - 8"	3.9375	4.25	4.5625		4.8125	5.0		62/1.0625	58.35
36" - 43"	3.875	5.0625	6.125	refill 3.375	4.375	5.125		60/4.0	15.00
70" - 76"	2.8125	3.4375	4.25	refill 2.3125	2.8125	3.3125		60/2.4375	24.62

2.0 Conclusions and Recommendations

Soils at the site appear acceptable for implementation of an individual sewage disposal system (ISDS). The following site-specific considerations should be observed during implementation of the ISDS:

- Stabilized *perc* rates for the surface, 36", and 70" soil horizons are approximately 15/0.1875=80 min/in., 15/0.75=20 min/in., and 15/0.5=30 min/in. respectively. A design *perc* rate of 30 min/in. is recommended for overall system sizing.
- Care should be taken during construction to avoid compaction and smearing of the exposed infiltrative surfaces and preserve the natural permeability of the native soils.

3.0 Limitations

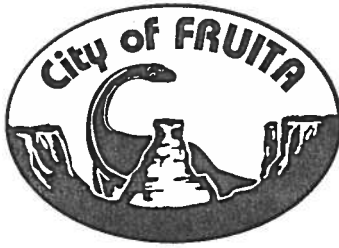
This report provides a professional assessment of the feasibility of implementing an individual sewage disposal system on the property of reference. The design parameters developed in this document are representative of the site conditions disclosed at the specific time of the site investigation. Site conditions are subject to change from external events both manmade (irrigation or pond construction) and naturally occurring (flooding or excessive precipitation). Cronk Construction Incorporated is not responsible and accepts no liability for any variation in assumed design parameters caused by external events.

Cronk Construction Incorporated represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

SEAL



Thomas A. Cronk
 Thomas A. Cronk, P.E.
 June 22, 1998
 Date



October 14, 1998

ANNEXATION NOTICE

City of Fruita
Map Update

RE: Annexation Ordinance(s) 1998-18 and 1998-19

Enclosed for your information and review are copies of ordinances adopted by the Fruita City Council at their meeting of October 13, 1998 which annexes property to the City of Fruita. If you have any questions concerning the annexation or need additional information, please call.

<u>Ordinance #</u>	<u>Property Owner</u>	<u>Location</u>
1998-18	Dave Maves	2697-092-00-096 1157 18 1/2 Road
1998-19	Harry and Marilyn Coff	2697-093-24-002 1828 K 4/10 Road

Sincerely,

Margaret Steelman
City Clerk

Enclosure: Ordinances 1998-18 and 1998-19



Mesa County Health Department
515 Patterson St.
Grand Junction CO 81521

ATTN: Mr. Dana Black,

RE: Town and Country Acres (Maves Annexation)

Dear Mr. Black,

Please be advised that the Town and Country Acres was annexed to the City of Fruita on October 13, 1998 and is not serviced by any City of Fruita Main interceptor sewer line within 400 feet of the property line. The nearest sewer main interceptor line is at least ½ mile away via dedicated right-of-way and/or utility easements.

If you have any questions on this matter, please do not hesitate to contact me at 858-3663.

Sincerely yours,


Wayne J. Costa, PE

RESOLUTION NO. 1998-36

A RESOLUTION FINDING THAT CERTAIN REAL PROPERTY IS
ELIGIBLE FOR ANNEXATION TO THE CITY OF FRUITA AND
INITIATING ANNEXATION PROCEDURES
Maves Annexation

WHEREAS, the Fruita City Council has received a petition to annex certain real property described and shown in Exhibit A attached hereto, which is contiguous to the City of Fruita.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO, THAT THE CITY COUNCIL FINDS AND DETERMINES:

1. That a properly constituted petition signed by 100% of the owners of the real property described and shown in Exhibit A attached hereto has been submitted to the City of Fruita and an election is not required under C.R.S. 31-12-107; and
2. That the real property described in the attached Exhibit A has not less than one sixth (1/6) of its perimeter contiguous to existing Fruita City limits; and
3. That annexation of said real property complies with all pertinent requirements of C.R.S. 31-12-104, 105 & 106 and is eligible for annexation; and
4. That a notice of the public hearing was properly advertised having appeared once per week for four consecutive weeks in a local publication.

BE IT FURTHER RESOLVED BY THE FRUITA CITY COUNCIL, that based on the above findings, it is the intent of the City of Fruita to annex the real property described and shown in Exhibit A and the City Council hereby authorizes the initiation of appropriate annexation procedures.

PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL THIS
___ DAY OF _____, 19___

City of Fruita

Mayor

ATTEST:

City Clerk

Maves Annexation



December 17, 1998

To:

From: Bennett Boeschstein, Director of Community Development

Regarding: Address Correction - TOWN & COUNTRY ACRES

Lot 3: change from 1171 18.5 Rd. to **1165 18.5 Road**

Lot 1: change from 1153 18.5 Rd. to **1173 18.5 Road**

Lot 2: change from 1165 18.5 Rd. to **1169 18.5 Road**

Lot 4: change from 1183 18.5 Rd. to **1153 18.5 Road**

If you have any questions, please do not hesitate to call the Fruita Planning Department at 858-0786 and ask for Bennett Boeschstein or Yvonne Piquette.

1878621 12/10/98 0423PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00

CITY OF FRUITA POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made and entered into this 10 day of December, 1998, by David Maves, his heirs, assigns and successors, owner of real property situate in the City of Fruita, Mesa County, Colorado and described in Exhibit A attached hereto, which property is within the city limits of Fruita, Colorado.

Whereas, David Maves is the owner of real property known as Town and Country Acres as recorded in book 16 and page 326 of the Mesa County Clerk and Recorders Office situate in the City of Fruita, Mesa County, State of Colorado, as described in the attached exhibit A.

WHEREAS, as a condition of approval of the subdivision of said property known as Town and Country Acres Subdivision, David Maves hereby designate the City Manager of the City of Fruita as their attorney in fact with the power to:

1. Consent to a special improvement district for the assessment of a "proportionate cost" of the installation of road improvements on 18.5 Road where it abuts the property described in Exhibit A hereto; David Maves hereby consent to an assessment against the property described in Exhibit A to pay for said improvements so long as said assessment may be paid over a ten year term or such shorter term that may be prevalent in the City of Fruita for similar assessment districts. "Proportionate cost" shall be defined as the traffic impact of the Town and country Subdivision in proportion to the traffic impact of other subdivisions with frontage on 18.5 Road as determined by the City of Fruita Engineer. Such assessment shall be paid by the title owner(s) of the lots which constitute the exhibit A property, and each lot shall be assessed in accordance with the number of dwelling units of all the lots comprising the Exhibit A property.

Such authority shall be a covenant running with the land, shall be reflected in and deeds conveying said property or any part thereof, and shall be binding upon David Maves, their heirs, successors in interest and assigns.

As a further covenant to run with the land, David Maves agrees that any unpaid charges owed to the City of Fruita for special assessments for 18.4 Road shall constitute a lien against the property enforceable by appropriate actions.

BOOK 2534 PAGE 825
1882216 01/04/99 0430PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00

City of Fruita
Mesa County, Colorado

CITY OF FRUITA POWER OF ATTORNEY

IN WITNESS WHEREOF, David Maves signs this Power of Attorney this 8 day of December, 1998.

State of Colorado)
County of Mesa)

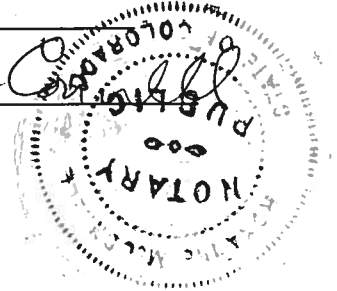
David Maves
David Maves

The foregoing instrument was acknowledged before me this 8th day of December, 1998 by

David Maves

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

Jeanette M. Call
Notary Public



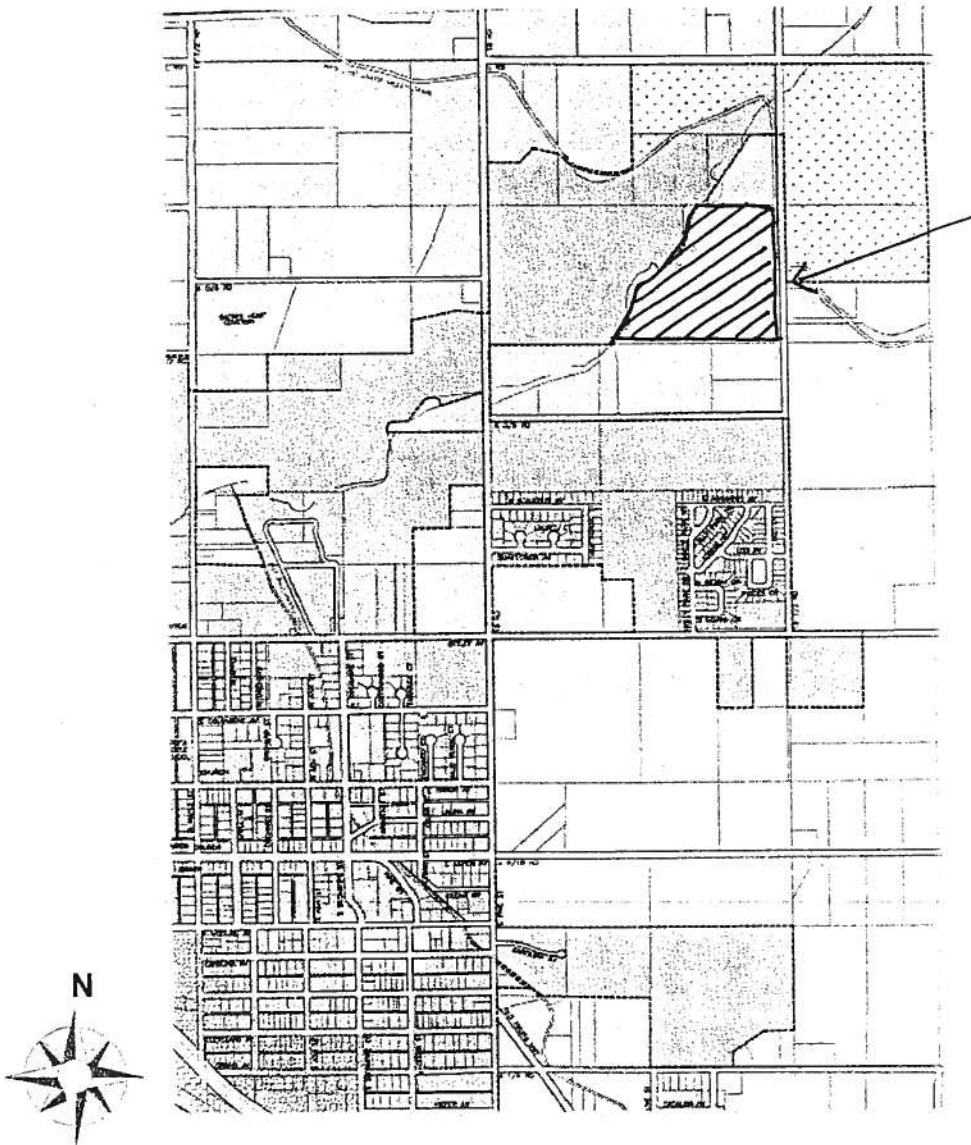
MY COMMISSION EXPIRES
MAY 6, 2000

STATE OF COLORADO
JEANETTE M. CALL
NOTARY PUBLIC
COMMISSION EXPIRES 5/6/2000

EXHIBIT A
LEGAL DESCRIPTION

BOOK 2534 PAGE 827

The SE 1/4 of the NW 1/4 of Section 9 which lies south of the Little Salt Wash, located in Township 1 North, Range 2 West of the Ute Meridian located in the County of Mesa and State of Colorado
(aka Tax Schedule #2697-092-00-096, 1157 18 1/2 Road) containing 32 acres, more or less.



CITY OF FRUITA MINOR SUBDIVISION APPLICATION

F. Basic engineering solutions of all major physical site features. A submittal which fails to meet schedule or information requirements may be withdrawn from the agenda by the Planning Staff or Commission. The Petitioner shall be notified of this action immediately.

D. Copies for Review Agencies

The planning staff will determine the number of copies of the application that are required for the review agencies, the City staff and the City Planning Commission and the City Council and will inform the petitioner as to the number of copies that must be submitted with the application.

E. Property Owners Names and Addresses

Address labels must be prepared for property owners within 250 feet of the property lines of the proposed development and submitted with the application.

F. Process

Once the application is submitted to the planning department the staff will determine if it is complete and notify the petitioner with a notice of completeness within five working days. Incomplete applications will not be processed. Complete applications will be sent to the review agencies, legal notices will be prepared, property owners within 250 feet will be notified, and the Planning Commission and City Council hearings will be set. Inadequate information may result in the project being tabled by the Planning Commission or denial of the project.

STATEMENT OF OWNERSHIP

We, the undersigned, being the owners of the property described in the attached Exhibit A situated in the City of Fruita, Mesa County, State of Colorado containing 33.2 acres, more or less, do respectfully petition and request a preliminary plan approval for

a subdivision

in the Rural Agricultural zoning district, City of Fruita.

Respectfully submitted,

David Maves

(name of legal owner)

signature

David Maves

(name of legal owner)

signature

1813 L. Rd

address

Fruita

(home phone)

858-9642

(bus. phone)

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 18th day of June by 1998

DAVID SNAVES

My Commission expires: _____

**MY COMMISSION EXPIRES
MAY 6, 2000**

Alexanne M. Connolly
Notary Public

Name of Requestor: _____

Address: _____ Business Phone: _____

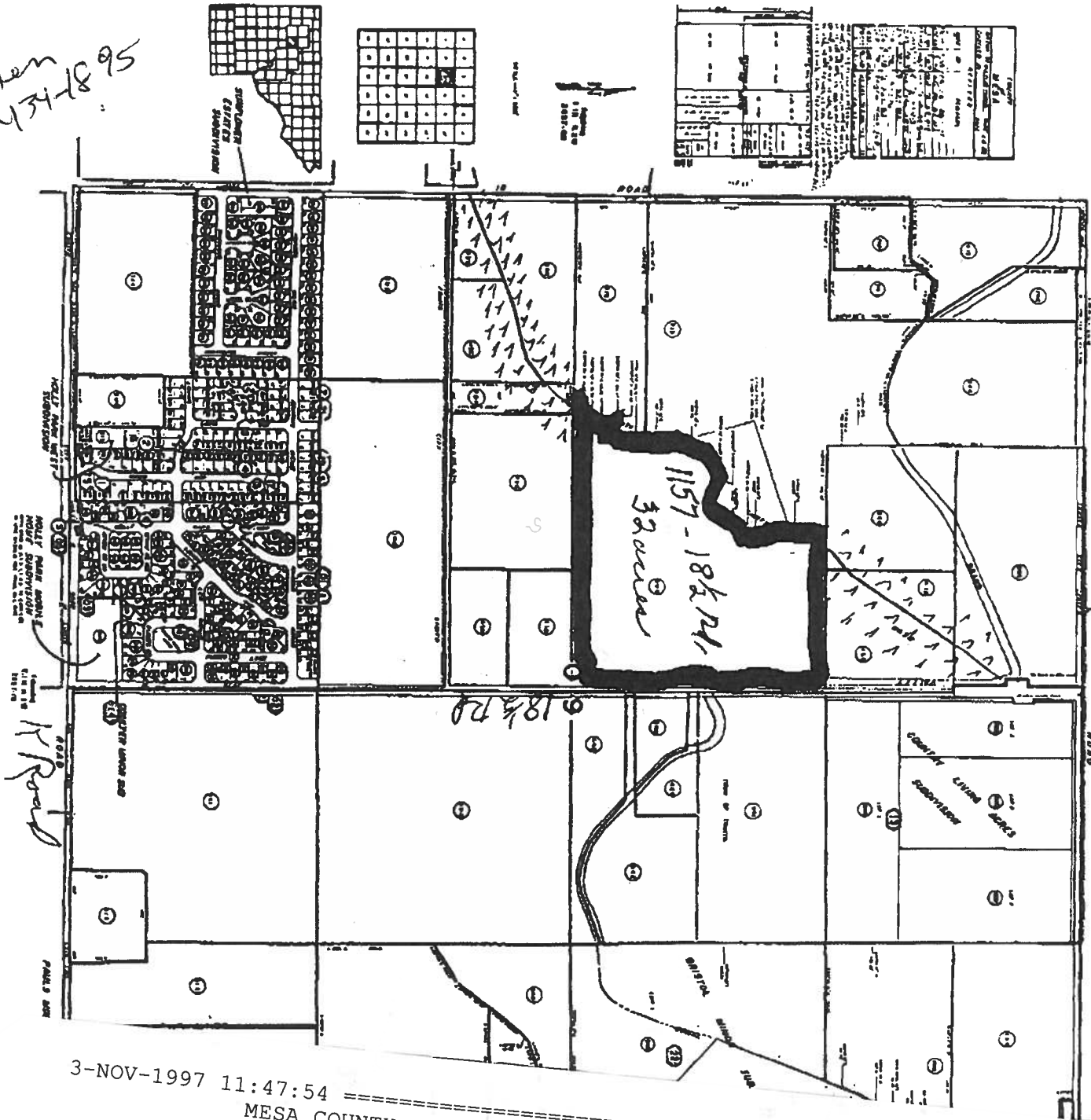
SUBMITTED BY: _____ Receipt # _____ Date: _____
signature

EXHIBIT A

Legal description of property for which a preliminary plan approval is being requested:

242-7342

Glen
4/31/89



3-NOV-1997 11:47:54

MESA COUNTY ASSOCIATION OF REALTORS
VACANT LAND BOOK DISPLAY (VL)
187 DEVELOP

#1

SP#: 0

Add 1157 18.5 RD ACTV 160,000

Onr FIGHERA

SCN 2697-092-00-096

Ird GRAND VALLEY IRR

Swr Dist SEPTIC

Taps Avl In Pd Elem SHLL

Water Y N N Mid FRTA Wtr UTE

Sewer N N N SrHi FMHS Gas PS

Elec GVRP FrntEAST Assmt N/A

Lot 32 ACRES

Irr Acres 28.00

Poss DOD

Terms C

Zon AFT

Sub N/A

Map K 18 L# 97 2377

TC 808

Acres 32.00

Irr\$ 400

Str PAVED

Tx 305

CRG N

Type FREE

Mtg F & C

EA N

TB 3%

BB 3%

SA N

ALL INFORMATION SUBJECT TO ERROR. GENTLY ROLLING ACREAGE. 45
SHARES OF GRAND VALLEY IRRIGATION COMPANY WATER. PURCHASER
MUST COOPERATE WITH SELLER FOR A 1031 EXCHANGE, HOWEVER
SELLER HAS LOCATED PROPERTY. YEAR-ROUND LINE WATER.
NATURAL GAS IN ROAD 1/4 MILE FROM PROPERTY.
MINERAL RIGHTS IF ANY OWNED BY SELLER WILL BE INCLUDED.
XCLUDED: ELECTRIC FENCE

THE UNITED STATES OF AMERICA,

Ute Series
Certificate No. 262

To all to Whom these Presents shall come, GREETING:

Whereas, Crosby B Nichols of Mesa County, Colorado

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

Crosby B Nichols

according to the provisions of the Act of Congress of the 21st of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for *Section Three in Township one North of Range two West - Ute Meridian*
in Colorado containing one hundred and fifty eight acres more or less

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

Crosby B Nichols

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Crosby B Nichols

and to *his* heirs, the said Tract above described: To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said

Crosby B Nichols

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

In Testimony Whereof, I, Benjamin Harrison President of the United States of America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the *thirteenth* day of *July*, in the year of our Lord one thousand eight hundred and *Eighty nine*, and of the Independence of the United States the one hundred and *fourteenth*

BY THE PRESIDENT: Benjamin Harrison
By *W. M. Keau* Secretary.

J. M. Townsend Recorder of the General Land Office.

Recorded, Vol. *1* Page *286*

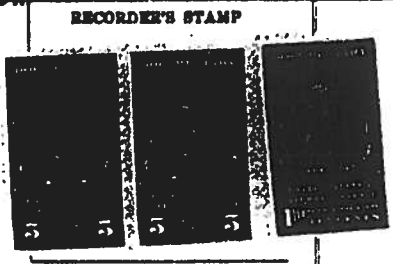
Filed for Record the *4th* day of *Dec* A. D. 18*84* at *11⁰⁰* o'clock *A. M.*

J. P. Redmill Recorder

By *J. P. Redmill* Deputy.



THIS DEED, Made this 17th day of July
in the year of our Lord one thousand nine hundred and fifty-eight
between
GERTRUDE F. MOGENSEN



AMOUNT PAID TO THE STATE
COLLECTED BY THE STATE
150

of the County of Mesa and State of Colorado, of the first part, and

RAYNE W. MUSHLMAN and ELENA M. MUSHLMAN

of the County of Mesa and State of Colorado, of the second part:
WITNESSETH, that the said part Y of the first part, for and in consideration of the sum of
--- Ten Dollars and Other Valuable Considerations --- DOLLARS,

to the said part Y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

The E 1/2 SW 1/4, the NW 1/4 SW 1/4, the S 1/2 SW 1/4, all that part of the land lying east and south of a big natural wash known as Middle West Wash, and the NE 1/4 SW 1/4, all in Section 9, Township 1 North, Range 1 West, U.M.;

Together with all water and water rights, ditches and ditch rights, including thereto, including 57 shares of the capital stock of the Grand Valley Irrigation Company;

And WIND, ROYALTY, unto the said grantor, Gertrude F. Mogensen, here heirs, representatives and assigns, all of the oil, gas and other minerals in and under any and all of the above described lands; and reserving unto the said grantor all rentals and royalties under any existing oil and gas leases; together with the right of ingress and egress to explore for, discover, mine and otherwise produce and recover said oil, gas and other minerals, subject to payment of reasonable damages to the surface of said property and the improvements thereon.

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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 part Y 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 parties of the second part, their heirs and assigns forever. And the said part Y of the first part, for himself, his heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents, he will 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 aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, subject to any and all taxes.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Signed, Sealed and Delivered in the Presence of

Gertrude F. Mogensen [SEAL]
GERTRUDE F. MOGENSEN [SEAL]
[SEAL]



STATE OF COLORADO,
County of Mesa ss.

The foregoing instrument was acknowledged before me this 17th day of July 1938, by Gertrude F. Mogensen

My commission expires October 20, 1939. Witness my hand and official seal.



[Signature] Notary Public



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

FILE NUMBER: 28581

1. Effective date: November 18, 1997 at 8:00 AM

2. Policy or Policies to be issued:	Amount of Insurance
A. ALTA Owner's Policy Proposed Insured: DAVID MAVES	\$150,000.00
B. ALTA Loan Policy Proposed Insured: NONE	\$0.00
C. Not Applicable Proposed Insured: NONE	\$0.00

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

Fee Simple

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

JOSEPH P. FIGHERA AND PATRICIA A. FIGHERA, as Joint Tenants

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

For informational purposes only -

Purported Tax Schedule #: 2697-092-00-096 **Purported Address:** 01157 00 18 1/2 RD

All that part of the SE¼ NW¼ of Section 9, Township 1 North, Range 2 West of the Ute Meridian, lying South and East of Little Salt Wash, Mesa County, Colorado.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 1
Requirements

FILE NUMBER: 28581

The following are the requirements to be complied with:

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

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

1. Deed sufficient to convey the fee simple estate or interest in the land described herein, to the proposed insured, Schedule A, Item 2(A).

NOTE: Colorado Law requires that a Real Property Transfer Declaration accompany document conveying title to real property when such documents are presented for recording. Failure to provide such Declaration may result in monetary penalties being added to property taxes.

2. NOTE: PURSUANT TO SECTION 10-11-122 OF THE COLORADO REVISED STATUTES 1987, Repl. Vol; before issuing any title insurance policy, the title insurance agent or title company must obtain a certification of taxes due or equivalent documentation from the county treasurer.

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

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

The following information is disclosed pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987, Repl. Vol:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

- (A) That the subject real property may be located in a special taxing district;
 - (B) That a certificate of taxes due, listing each taxing jurisdiction may be obtained from the County Treasurer or the County Treasurer's authorized agent;
 - (C) That information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.
-
-

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - Section 2
Exceptions

FILE NUMBER: 28581

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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

B. General Exceptions:

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

Paragraphs 1, 2, 3, 4, 5 and 6 above will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be shown as a Special Exemption in Schedule B-Section 2.

C. Special Exceptions:

7. Any and all unpaid taxes, assessments and unredeemed tax sales, if any.
8. The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises as reserved in United States Patent recorded December 4, 1894, in Book 11 at Page 355.
9. Right of way for Little Salt Wash along the Northwesterly boundary of the subject property.
10. Right of way for the Grand Valley Mainline Canal through the Easterly portion of the subject property.
11. Right of way for 18½ Road along the East boundary of the subject property.
12. All of the oil, gas and other minerals in and under any and all of the above decribed lands; and reserved unto the said grantor all rentals and royalties under any existing oil and gas leases; together with the right of ingress and egress to explore for, discover, mine and otherwise produce and recover said oil, gas and other minerals, subject to a payment of reasonable damages to the surface of said property and the improvement thereon, as reserved by Gertrude F. Mogensen in Deed recorded August 8, 1958, in Book 738 at Page 229, and any and all assignments thereof or interests therein.

December 3, 1997

Re: Inspection 1157 18.5 Road

During the inspection of the title of the property an oil, gas and mineral rights reservation was discovered. (Title commitment, Schedule B-Section 2 (C) #12)

I am in the process of investigating this mineral reservation and plan to have the answers to my questions by the contract resolution deadline of December 10, 1997. In the event the questions are not answered satisfactorily I may opt to void the contract. I will notify the Selling Agent of my decision by December 10, 1997.



David Maves, Purchaser

Joseph P. Fighera, Seller

DAVE'S FARM

DEDICATION

I, David Maves, the sole owner in fee simple of that real property described in Book ___ at Page ___ of the records of the Mesa County Clerk and Recorder, situated in the southeast quarter of the northwest quarter of Section 9, Township 1 North, Range 2 West of the Ute Meridian, City of Fruita, County of Mesa, State of Colorado, being more particularly described as follows:

All that part of the southeast quarter of the northwest quarter of Section 9, Township 1 North, Range 2 West of the Ute Meridian, lying south and east of Little Salt Wash, Mesa County, Colorado.

have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat and designate the same DAVE'S FARM, a subdivision of a part of the City of Fruita, County of Mesa, State of Colorado; and do hereby grant, convey, dedicate and set apart to the City of Fruita, County of Mesa, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the 100 year flood plain shown hereon for their maintenance and the utility and drainage easements shown hereon for utility and drainage purposes only; that portion labeled "Grand Valley Canal Easement" to the Grand Valley Irrigation Company for the operation and maintenance of the existing Grand Valley Canal; I hereby accept the responsibility for the completion of all required public improvements for DAVE'S FARM Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established. I further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the offices of the Clerk and Recorder of Mesa County, Colorado, in Book ___ at Page ___ as Document No. _____.

EXECUTED this _____ day of _____, 19____.

Owner

State of Colorado }
County of Mesa } ss.

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, 19____, by _____

Witness my hand and official seal.

My Commission expires: _____

Notary Public

FRUITA CITY COUNCIL CERTIFICATE

This plat approved by the Fruita City Council, Colorado, this _____ day of _____, 19____, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the City of the public dedications shown hereon; subject to the provisions that approval in no way obligates the City of Fruita for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Fruita City Council. Further, said approval in no way obligates the City of Fruita for maintenance of public improvements until construction of said improvements has been completed in accordance with the City of Fruita's specifications and the City of Fruita has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the City of Fruita, unless otherwise specifically agreed to in writing by the Fruita City Council.

CITY OF FRUITA, COLORADO

By: _____
Lyle Baldwin, Mayor

Witness my hand and seal of the City of Fruita, Colorado.

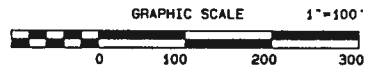
ATTEST:

City Clerk

CITY OF FRUITA PLANNING COMMISSION

This plat approved by the City of Fruita Planning Commission the _____ day of _____, 19____.

Chairman



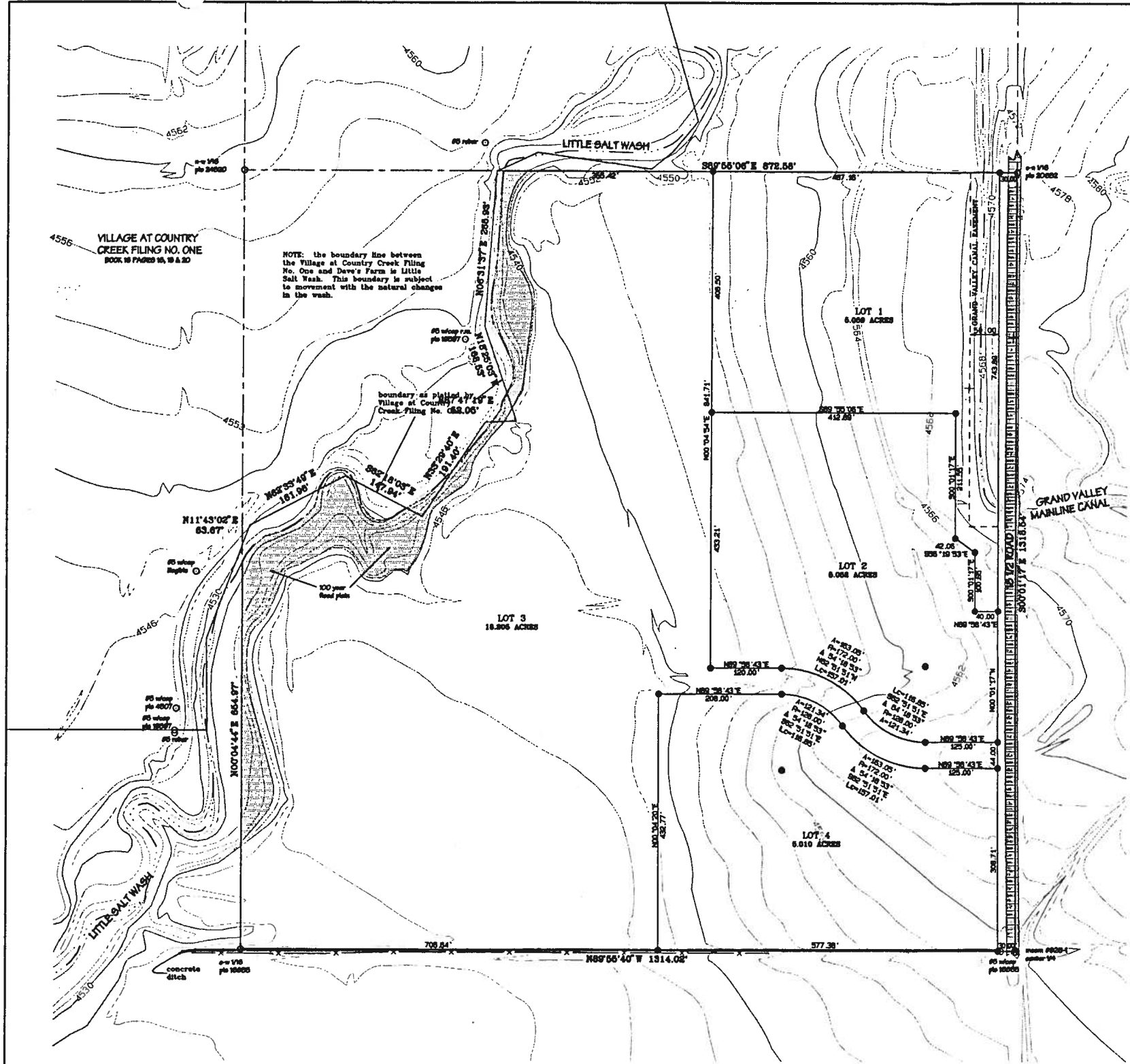
BASE OF BEARINGS
The bearings herein are grid bearings of the Mesa County SBARLCS determined by GPS observation on a Mesa County Survey Marker at the center-north-southwest corner of Section 9 and a 1/4 22nd brass cap for the center quarter corner of Section 8, Township 2 North, Range 2 West of the Ute Meridian. The bearing of this line is South 00°17'17" East.

LEGEND

- FOUND MESA COUNTY SURVEY MARKER BRASS CAP
- FOUND PIN & CAP AS NOTED
- SET #5 REBAR/CAP PLS

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

"APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S."



SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct, and complete plat of the DAVE'S FARM, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots.

EXECUTED this _____ day of _____, 19____.

Kenneth Scott Thompson P.L.S. 18480

TITLE CERTIFICATE

_____ does hereby certify that I have examined the title to all lands shown on this plat and that title to such lands is vested in _____, free and clear of all liens, taxes, and encumbrances, except as follows:

EXECUTED this _____ day of _____, 19____.

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Mesa County Clerk and Recorder at _____ o'clock at _____ M., on the _____ day of _____, 19____, and is duly recorded in Book _____ at Page _____, as Document No. _____.

MESA COUNTY CLERK & RECORDER

By: _____ Deputy

DAVE'S FARM		
CITY OF FRUITA		
SECTION 9/4 NW/4 S.9 T1N2R2W MERIDIAN UTE		
THOMPSON-LANGFORD CORPORATION		
529 25 1/2 ROAD - # B-210		
Grand Junction CO 81505 (970) 243-6087		
Designed by: kst	Checked by: drs	Job No. DM4V001
dmv001.pro	Date: Jun 16, 1998	Sheet 1 of 1



BRAY & CO. REALTORS®
BETTER HOMES AND GARDENS®
 1015 N. 7th Street, Grand Junction, CO 81501

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

November 13, 19 97

1. Joseph P. Fighera
 (Seller) and
 David Maves
 (Buyer) engage Meridian Title Company
 (Closing Company), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the County of Mesa, Colorado, to wit:
SE 4 NW4 section 9 1N 2W E + S of Little Salt Wash

 also known as:
 Street Address 1157 18.5 Road
Fruita Colorado 81521
 City State Zip
2. Closing Company is authorized to obtain information, and agrees to prepare, obtain, deliver and record all documents, excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate, dated November 12, 1997 with any counterproposals and amendments attached (Contract).
3. Closing Company will receive a fee not to exceed \$ 125.00 for providing these closing and settlement services to be the expense of 1/2 Seller and 1/2 Purchaser.
4. Closing Company is authorized to receive funds and to disburse when all funds received are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn "Good Funds".
5. Closing Company is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in Sections 10 and 11.
6. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.
7. Seller will receive the net proceeds of closing as indicated:
 cashier's check at seller's expense. funds electronically transferred (wire transfer) to an account specified by the Seller, at Seller's expense; or
 Closing Company's trust account check.
8. Buyer and Seller will furnish any additional information and documents required by Closing Company which will be necessary to complete this transaction.
9. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of closing.
10. If closing does not occur, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Company will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, shall be voided by Closing Company, with the original(s) returned to Buyer and a copy to Buyer's lender.
11. If any conflicting demands are made on the Closing Company, at its sole discretion, Closing Company may hold any monies, documents, and things of value received from any party except Buyer's lender. Closing Company shall retain such items until (1) receipt of mutual written instruction from Buyer and Seller, or (2) until a civil action between Buyer and Seller shall have been resolved in a Court of competent jurisdiction; or (3) in the alternative, Closing Company may, in its sole discretion, commence a civil action to interplead, or, interplead in any existing civil action, any documents, monies or other things of value received by Closing Company. Such deposit with the Court shall relieve Closing Company of all further liability and responsibility and Closing Company shall be entitled to all court costs and reasonable attorneys' fees.
12. These closing instructions may be only amended or terminated by written instructions signed by Buyer, Seller and Closing Company.
13. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller either (a) is foreign person or (b) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.
14. Special Instructions: n/a
15. These Closing Instructions may be executed by each Buyer, Seller and Closing Company individually and when each Buyer, Seller and Closing Company has executed a copy of these Closing Instructions, such copies taken together shall be deemed to be a full and complete contract between the parties.

APPROVED AND ACCEPTED

SELLER _____ DATE _____
Joseph P. Fighera

BUYER _____ DATE _____
David Maves
1873 L Road, Fruita, CO 81521

Closing Company: Meridian Title Company

By: _____ Title _____ Date _____

TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY.

Hometown Realty and Betty Roy Pitts Realty Broker engages Closing Company as Broker's Scrivener to complete, for a fee not to exceed \$ n/a at the sole expense of Broker, the following legal documents: Deed Bill of Sale Colorado Real Estate Commission Approved Promissory Note and Colorado Real Estate Commission Approved Deed of Trust.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Closing Company shall pay real estate commissions at disbursement as follows:

Listing Company, Hometown Realty/Betty Roy Pitts Realty paid by Seller : _____ %
Selling Company, Bray and Company/Better Homes and Garden paid by Listing Company : 3 %
Other _____ n/a %

By: _____ Broker By: _____ Closing Company

Date _____ Date _____



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 1015 N. 7th Street, Grand Junction, CO 81501

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**VACANT LAND/FARM AND RANCH
 CONTRACT TO BUY AND SELL REAL ESTATE
 [FINANCIAL SECTIONS OMITTED]**

November 13, 1997

1. PARTIES AND PROPERTY.

David Maves

buyer(s) [Buyer], (as ~~joint tenants~~ / ~~tenants in common~~) agrees to buy, and the undersigned seller(s) [Seller], agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Mesa, Colorado, to wit: SE 4 NW4 section 9 1N 2W E + S of Little Salt Wash

known as No. 1157 18.5 Road Fruita Colorado 81521
 Street Address City State Zip

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the Property).

2. INCLUSIONS/EXCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this contract lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), and garage door openers including n/a remote controls; (b) if on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, all keys and (c) n/a

(d) **Water Rights.** Purchase price to include the following water rights:
 45 Shares of Grand Valley Irrigation Company Water Stocks

(e) **Growing Crops.** With respect to the growing crops Seller and Buyer agree as follows:
 none

The above-described included items (Inclusions) are to be conveyed to Buyer by Seller by bill of sale, Stock Certificates deed or other applicable legal instrument(s) at the closing, free and clear of all taxes, liens and encumbrances, except as provided in Section 12. The following attached fixtures are excluded from this sale:
 electric fencing

3. PURCHASE PRICE AND TERMS. The purchase price shall be \$ 150,000.00, payable in U.S. dollars by Buyer as follows. (Complete the applicable terms below.)

(a) **Earnest Money.**

\$ 5,000.00 in the form of personal check, as earnest money deposit and part payment of the purchase price, payable to and held by Hometown Realty or Title Company, broker, in its trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing.

The balance of \$ 145,000.00 (purchase price less earnest money) shall be paid as follows:

(b) **Cash at Closing.**

\$ 145,000.00, plus closing costs, to be paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds). Subject to the provisions of Section 4, if the existing loan balance at the time of closing shall be different from the loan balance in Section 3, the adjustment shall be made in Good Funds at closing or paid as follows:
 n/a

(c) **New Loan. [OMITTED - INAPPLICABLE]**

(d) **Assumption. [OMITTED - INAPPLICABLE]**

(e) **Seller or Private Third-Party Financing. [OMITTED - INAPPLICABLE]**

4. FINANCING CONDITIONS AND OBLIGATIONS. [OMITTED - INAPPLICABLE]

5. APPRAISAL PROVISION.

(Check only one box) This Section 5 shall shall not apply.

If this Section 5 applies, as indicated above, Buyer shall have the sole option and election to terminate this contract if the purchase price exceeds the Property's valuation determined by an appraiser engaged by purchaser. The contract shall terminate by the Buyer causing the Seller to receive written notice of termination and a copy of such appraisal or written notice of termination and a copy of such appraisal or written notice from lender which confirms the Property's valuation is less than the purchase price, on or before December 31, 1997 (Appraisal Deadline). If Seller does not receive such written notice of termination on or before the appraisal deadline, Buyer waives any right to terminate under this section.

6. COST OF APPRAISAL. Cost of any appraisal to be obtained after the date of this contract shall be timely paid by

purchaser

7. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this

contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

8. EVIDENCE OF TITLE. Seller shall furnish to Buyer, at Seller's expense, either a current commitment for owner's title insurance policy in an amount equal to the purchase price or at Seller's choice, an abstract of title certified to a current date, on or before November 22, 1997 (Title Deadline). If a title insurance commitment is furnished, Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 8, constitute the title documents (Title Documents). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 3 calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.

9. TITLE.

(a) **Title Review.** Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller on or before 7 calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) **Matters Not Shown by the Public Records.** Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 8, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before November 22, 1997. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

In the event the Property is located within a special taxing district and Buyer desires to terminate this contract as a result, if written notice is given to Seller on or before the date set forth in subsection 9 (b), this contract shall then terminate. If Seller does not receive Buyer's notice by the date specified above, Buyer accepts the effect of the Property's inclusion in such special taxing district(s) and waives the right to so terminate.

(d) **Right to Cure.** If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

10. INSPECTION. Seller agrees to provide Buyer on or before November 19, 1997, with a Seller's Property Disclosure form completed by Seller to the best of Seller's current actual knowledge. Buyer or any designee, shall have the right to have inspection(s) of the physical condition of the Property and Inclusions, at Buyer's expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before December 05, 1997 (Objection Deadline), the physical condition of the Property and Inclusions shall be deemed to be satisfactory to Buyer. If such notice is received by Seller as set forth above, and if Buyer and Seller have not agreed, in writing, to a settlement thereof on or before December 10, 1997 (Resolution Deadline), this contract shall terminate three calendar days following the Resolution Deadline; unless, within the three calendar days, Seller receives written notice from Buyer waiving objection to any unsatisfactory condition. Buyer is responsible for and shall pay for any damage which occurs to the Property and Inclusions as a result of such inspection.

11. DATE OF CLOSING. The date of closing shall be January 07, 1998, or by mutual agreement at an earlier date. The hour and place of closing shall be designated by Hometown Realty.

12. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except no exceptions

Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV), (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 9(a), (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 9(b), (iv) inclusion of the Property within any special taxing district, (v) subject to building and zoning regulations.

13. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

14. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer and Seller shall pay, in Good Funds, their respective closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing services shall not exceed \$ 125.00 and shall be paid at closing by 1/2 Seller, 1/2 Purchaser. The local transfer tax of n/a % of the purchase price shall be paid at closing by n/a. Any sales and use tax that may accrue because of this transaction shall be paid when due by n/a.

15. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, owner's association dues, and interest on continuing loan(s), if any, and n/a

shall be prorated to date of closing.

16. POSSESSION. Possession of the Property shall be delivered to Buyer as follows:
delivery of deed

subject to the following lease(s) or tenancy(s):
none

If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of \$ 100.00 per day from the date of agreed possession until possession is delivered.

17. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this contract, the Property and Inclusions shall be delivered in the condition existing as of the date of this contract, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than ten percent of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this contract may be terminated at the option of Buyer. Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other casualty, shall be borne by the party entitled to the growing crops, if any, as provided in Section 2 and such party shall be entitled to such insurance proceeds or benefits for the growing crops, if any.

18. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) **IF BUYER IS IN DEFAULT: (Check one box only.)**

(1) **Specific Performance.** Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(2) **Liquidated Damages** All payments and things of value received hereunder shall be forfeited by Buyer and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection (c)) are SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

(b) **IF SELLER IS IN DEFAULT:** Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) **COSTS AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

19. EARNEST MONEY DISPUTE. Notwithstanding any termination of this contract, Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by broker or closing agent, unless mutual written instructions are received by the holder of the earnest money and things of value, broker or closing agent shall not be required to take any action but may await any proceeding, or at broker's or closing agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

20. ALTERNATIVE DISPUTE RESOLUTION: MEDIATION. If a dispute arises relating to this contract, and is not resolved, the parties and broker(s) involved in such dispute (Disputants) shall first proceed in good faith to submit the matter to mediation. The Disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one Disputant to the other(s), the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this contract, unless otherwise agreed.

21. ADDITIONAL PROVISIONS: (The language of these additional provisions has not been approved by the Colorado Real Estate Commission).

1. Compensation for this real estate transaction is being paid by the Seller.

2. It is agreed between the Seller and Buyer as follows: A Material part of the consideration to the seller for selling is that the seller has the option to qualify this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate in the exchange provided purchaser incurs no additional liability, cost or expense.

22. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

23. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations hereunder, subject to Section 19.

24. SELLING COMPANY BROKER RELATIONSHIP. The selling broker, Bray and Company/Better Homes and Gardens and its salespersons have been engaged as Transaction Brokers. Selling Company has previously disclosed in writing to the Buyer that different relationships are available which include buyer agency, seller agency, subagency, or transaction-broker.

25. NOTICE TO BUYER. Any notice to Buyer shall be effective when received by Buyer, or, if this box is checked when received by Selling Company.

26. NOTICE TO SELLER. Any notice to Seller shall be effective when received by Seller or Listing Company.

27. MODIFICATION OF THIS CONTRACT. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

28. ENTIRE AGREEMENT. This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract.

29. NOTICE OF ACCEPTANCE: COUNTERPARTS. This proposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance on or before November 17, 1997 (Acceptance Deadline). If accepted, this document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

BUYER David Maves DATE 11-13-97
David Maves
1873 L Road, Fruita, CO 81521

SELLER _____ DATE _____
Joseph P. Fighera

The undersigned Broker(s) acknowledges receipt of the earnest money deposit specified in Section 3, and Selling Company confirms its Broker Relationship as set forth in Section 24.

Selling Company: Bray and Company
1015 North Seventh Street
Grand Junction Co 81501

By: Marjorie Genova 11/13/97
Signature Betsy Jameson/Marjorie Genova Date

Listing Company Hometown Realty and Betty Roy Pitts Realty

By _____
Signature _____ Date _____

1131 N. 21st Street Grand Junction, Colorado 81501
Address City State Zip

Phone 245-8966
Fax 243-6029

Note: Closing Instructions should be signed at the time this contract is signed.



MINOR SUBDIVISION APPLICATION

Date Received: _____

FEES

Minor Subdivision	\$400.00+
	\$100/acre non-residential
	<u>\$15/lot</u> residential+ deposit

Purpose of Subdivision Regulations (Section 17.30.020 Fruita Land Use Code):

- A. To assist orderly, efficient and integrated development of the City.
- B. To promote the health, safety, and general welfare of the residents of the City.
- C. To ensure conformance of land subdivisions plans with the public improvement plans of the City.
- D. To ensure coordination of inter-municipal public improvement plans and programs.
- E. To encourage well-planned subdivisions by establishing adequate standards for design and improvement.
- F. To improve land survey monuments and records by establishing standards for surveys and plats.
- G. To safeguard the interests of the public, homeowners and subdividers.
- H. To secure equitable handling of all subdivision plans by providing uniform procedures and standards.
- I. To preserve natural vegetation and cover and promote the natural beauty of the City.
- J. To prevent and control erosion, sedimentation and other pollution of surface and subsurface water.
- K. To prevent flood damage to persons and properties and minimize expenditure for flood relief and flood control projects.
- L. To restrict building on flood lands, shorelands, areas covered by poor soils, or in areas poorly suited for building or construction.
- M. To provide adequate space for future development of schools and parks to serve the population.
- N. To assure the planning for and provision of an adequate and safe source of water and means of sewage disposal.

Who May Apply for a Permit.

Applications for subdivisions will be accepted only from persons having the legal authority to take action in accordance with the permit.

Applications Must Be Complete Before Processing Can Begin.

All applications for subdivisions must be complete before the permit can be considered. A subdivision application must meet all of the provisions of the Fruita Land Use Code.

Burden of Presenting Evidence, Burden of Persuasion.

The burden of presenting a complete application shall be upon the applicant.

The burden of persuasion on the issue of whether the development, if completed as proposed, will comply with the requirements of the Fruita Land Use Code remains at all times on the applicant. The burden of persuasion on the issue of whether the application should be denied for any reason rests on party or parties urging that the requested permit should be denied.

Recommendations on Subdivision Applications.

When presented to the staff the application for a subdivision shall be accompanied by a report setting forth the planning staff's proposed findings concerning the application's compliance with the subdivision standards and the other requirements of the Fruita Land Use Code, as well as any staff recommendations.

APPLICATION REQUIREMENTS

1. Only complete submittals shall be accepted.
2. Subdividers shall submit the required preliminary plan materials and supporting documents, as described herein after, to the Fruita Planning Department. The preliminary plan shall be submitted at least thirty (30) days prior to a regular meeting of the Commission.
3. The planning staff shall distribute copies of the submittal material to the following agencies for review:
 - a. Public Service Company
 - b. U.S. West
 - c. State Health Department
 - d. Mesa County Health Department
 - e. Colorado Division of Highways
 - f. Mesa County Planning Department
 - g. School District No. 51
 - h. Grand Valley Irrigation District
 - i. Grand Junction Drainage District
 - j. Lower Valley Fire Department
 - k. Fruita Public Works Department
 - l. Fruita Attorney
 - m. Fruita Police Chief
 - n. Fruita Engineer
 - o. Ute Water
 - p. Colorado Division of Wildlife
 - q. Cable TV
 - r. Any other agencies or persons who may be affected by the subdivision.
4. There shall normally be a thirty (30) day review period for affected agencies or persons. If, on or before the twelfth day, an agency responds that an extension for preliminary plan review is necessary, the Commission may grant a 30 day extension beyond the normal thirty (30) day review period for adequate review. The failure of any agency to respond within the thirty (30) days or within the period of extension shall constitute approval by that agency of the preliminary plan.
5. The Planning Department shall review the preliminary plan for conformance with these and other applicable regulations, for consistency with the Fruita Comprehensive Plan and planning policies. After all comments from review agencies are considered, the staff shall make recommendations to the Commission regarding the Preliminary Plan prior to the next regular Commission meeting.
6. At its next regular meeting, the Commission shall review and study comments and recommendations by review agencies and the staff, and will hold a public hearing in order to make an informed and reasoned judgment on the Preliminary Plan.
7. After said hearing, the Commission shall recommend approval, conditional approval or disapproval of the Preliminary Plan. The reasons and conditions shall be set forth in the minutes of the meetings. If, however, the Commission determines that additional information is necessary before a decision is made, the matter may be tabled for fact finding to resolve questions or conflicts. Whenever possible, a matter sent to fact finding will be resolved before the next regular meeting of the Commission, and a decision will be made at that meeting. The Planning Commission shall only recommend for approval those preliminary plans which it finds to be developed in accordance with the intent, standards and criteria specified in these regulations.
8. The Commission shall deliver to the City Council and the subdivider its comments and recommendations regarding the Preliminary Plan by the next regular Council meeting.
9. The City Council shall approve, conditionally approve or disapprove such Preliminary Plan within

thirty-five (35) days after receipt of the recommendations of the Commission at an official meeting of the City Council.

- 10. The applicant may request cancellation or postponement of the project at any time in writing to the Planning Department.
- 11. Approval of a preliminary plan shall be valid for a period of one year. If the final plat covers only a portion of the land area within the preliminary plan, such approval of the preliminary plan shall be automatically renewed for an additional period of one year following the date of approval of each subsequent final plat, unless the City Council notifies the applicant in writing to the contrary.
- 12. An entire preliminary plan shall be recorded within five years of approval or the unrecorded portion of that plan may be required to be reprocessed in accordance with current regulations and procedures.

Submittal Requirements. The applicant must submit appropriate copies of the preliminary plan which shall include the following information:

- 1. A **completed application** for approval for a preliminary plan.
- 2. An **assessor map(s)** with the subject property(s) outlined in red.
- 3. The **name of the subdivision**.
- 4. The **name and mailing address** of the owner(s) of the property(s), the developer(s), and the name of the engineer and surveyor preparing the plan.
- 5. The **legal description** of the area being subdivided and its acreage.
- 6. A **location map**, drawn at an appropriate scale, either separate or composite with the **preliminary plan map**, covering a half mile distance from the perimeter of the project showing the following:
 - a. Existing and planned streets and highway systems.
 - b. Zoning districts, municipal limits, taxing district and any other special districts.
 - c. Natural water, drainage courses and drainage ditches.
 - d. Abutting subdivision outlines and names.
 - e. Zoning and existing land uses on lands adjacent to the pro-posed project.

Handwritten signature: V. ...

7. A **traverse map**, drawn at an appropriate scale, of the monumented perimeter of the proposed subdivision. The traverse shall have an error of closure of not greater than one (1) part in ten thousand (10,000). Survey ties into the state grid or other permanent marker established by the County Surveyor are required if practical. Monuments shall conform to the requirements of C.R.S. 1973, 38-50-101 et seq. The maps shall be at a scale of not less than 1" = 200', and drawings shall be on one or more sheets with outer dimensions of 24" x 36".

8. **Map(s) and supporting documents** showing the following information:

- a. **Lot and street layout including:**
 - (1) Lots and blocks numbered consecutively.
 - (2) Approximate dimensions (which may be scaled values) of each lot.
 - (3) Outline and dimension of any property, other than a street or alley, which is offered for dedication to public use, with area marked "Public Site" and showing the proposed use.
 - (4) Outline and dimension of property to be owned in common and showing proposed use.
 - (5) Total number of proposed dwelling units.
 - (6) Total number of square feet of proposed non-residential floor space.
- b. **Roadways and parking:**
 - (1) Existing streets, alleys and easements within and abutting the proposed subdivision (location, names, surface widths and types, right-of-way widths).
 - (2) Proposed street system showing:
 - (a) Right-of-way and pavement widths;
 - (b) Curbs, gutters, crosspans, and sidewalks with horizontal dimensions;
 - (c) Proposed street names;
 - (d) Any special treatments proposed within the right-of-way such as medians,

channelization, landscaping;

- (e) Total number of proposed off-street parking spaces; and
- (f) Anticipated on-street parking areas and/or restrictions.

(3) Road Impact Fee: A road impact fee based on the current cost of chip and sealing the roads in the subdivision shall be assessed on the new roads in the subdivision to cover the cost of the City of Fruita chip and sealing the road within two to five years of its construction.



Utilities:

- (1) Locations and size of existing utilities and easements within, adjacent to, and abutting the subdivision.
- (2) Size and locations of all proposed sewer and water lines.
- (3) Any rerouted, underground or new irrigation ditches, and irrigation water systems. (Written approval shall be obtained and submitted for any rerouting of irrigation ditches from the appropriate irrigation district.)
- (4) Estimated total number of treated gallons per day of water system requirements and the Ute Water Peak Demand Data Sheet.
- (5) Estimated total number of gallons per day of sewage to be treated.
- (6) Reports Concerning:
 - (a) Subsurface soils investigation.
 - (b) Geologic characteristics of the area significantly affecting the land use and determining the impact of such characteristics on the proposed subdivision.
 - © In areas of potential radiation hazard to the pro-posed future land use, these potential radiation hazards shall be evaluated.



Grading, Drainage, Storm Runoff and Flooding:

- (1) The existing and proposed contours at two foot intervals for predominant ground slopes within the tract between level slope and five percent grade and at five foot intervals for predominant ground slopes within the tract over five percent grade. (Elevations shall be based on USGS sea level datum. Existing contours shall be indicated by broken lines and proposed contours by solid lines.)
- (2) Existing drainage features, existing pipes, structures, gutters, ditches or swales within or adjacent to the sub-division. (Include sizes and direction of flow and existing drainage easements.)
- (3) Proposed drainage system.
 - (a) All proposed pipes, structures, gutters, crosspans and ditches, including size and direction of flow.
 - (b) Proposed drainage easements.
 - © Drainage outlets for the subdivision with a note explaining impact of subdivision drainage on location downstream from the outlets.
 - (d) Detention facilities capable of detaining both the minor (two year) and major (100 year) storm events and safely conveying the flows through detention facility not to exceed historic runoff from the site.
- (4) Irrigation systems and design. If irrigation water is to be made available in a development, it shall be the responsibility of the developer to install an approved delivery system. The delivery system must be approved and certified by a registered land surveyor licensed to do work in the State of Colorado. Such a system shall meet minimum delivery requirements for the development and shall encompass the control of waste water, drainage water and surface water resulting from irrigation, and protect and deliver the water rights of others using the same water source.
- (5) The developer may elect one of the following irrigation systems to provide irrigation water to parcels and other areas within the development.
 - (a) Open concrete-lined ditch system.
 - (b) Underground pipe gravity flow system.
 - © Underground pressurized system.
- (6) Hydrology.

- (a) The percentage of the total acreage which will be covered with impervious surfaces such as roads, roofs, and driveways.
- (b) Any intended draining, filling, dredging or excavation of wet areas.

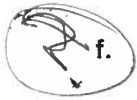


Parks and Open Space.

- (1) All park or open space areas to be dedicated for public use, including number of acres and dimensions.
- (2) Function, ownership and maintenance responsibility of any common open space not dedicated for public use.
- (3) Park/open space shall be dedicated at the ratio of 0.012 acres per resident of the proposed development to be computed as follows:
 - a) 3.5 residents per single family dwelling unit
 - b) 3.0 residents per two family dwelling unit
 - c) 2.5 residents per multi-family dwelling unit or mobile home

For commercial and industrial uses eight percent of the total gross area shall be dedicated for park lands.

- (4) Payment in lieu of dedication shall be based on the number of acres of parkland which otherwise would be required, less any reductions for private or public recreation or open space and shall be based on an appraisal of land value per acre of the raw land.



Improvements and Financing. Preliminary draft of an improvement agreement, including construction cost, construction schedules, etc., of the streets and related facilities, water distribution system, sewer system, storm drainage systems, irrigation systems and other improvements as may be required of the developer by the City.

Title. An abstract of title for the property, or evidence of a title insurance policy for the land to be subdivided and related supporting materials as needed.

h. Additional information required:

- (1) Soils and geologic report.
- (2) The preliminary draft of all grants of easements and/or dedications on property beyond the project; and restrictions, conditions or covenants to be imposed upon the use of land, buildings and structures.
- (3) Detailed landscaping plans.
- (4) Other information necessary to adequately review the proposed subdivision as required by the Planning Commission or the Planning Staff.

i. Plan Requirements. The prints of the map(s) shall be black on white or blue on white, and reproduction shall be clear and crisp. The accuracy of location of alignments, boundaries, and monuments shall be certified by a registered land surveyor, licensed to do such work in the State of Colorado. A work man-like execution of the plan shall be made in every detail. A poorly drawn or illegible plan is sufficient cause for its rejection. All map(s) except for the vicinity and traverse maps shall be drawn to a scale not less than one (1) inch equals two hundred (200) feet, and shall indicate the basis of bearing, astronomic north arrow, name of sub-division, division, name of municipality, township, range, principal meridian, section and quarter section, block and lot number (of the property under consideration).

j. A statement describing the following impacts of the proposed project:

■ Neighborhood Impact

- 1. Is the project compatible with surrounding land uses?
- 2. Is the project's scale, height & bulk of buildings consistent with that of the surrounding development?
- 3. Does the project comply with City of Fruita historic preservation design standards if the building is on the state or national register of historic places?
- 4. If the project is a multi family development is it within 1/4 mile of a neighborhood commercial area and a City or School District 51 park/playground?

■ Transportation and traffic

1. Is the project consistent with the City of Fruita street standards?
2. Does the project have an adequate pedestrian bicycle network?
3. Is the proposed road network and road standards consistent with the City of Fruita Road Classification map and the City of Fruita street standards?

■ Sewer

1. Will the project connect to the City of Fruita sewer system?
2. If the sewer connection involves oversizing does the developer propose a recapture agreement or an assessment district?

■ Water

1. Does the project have adequate fire flow as determined by the Lower Valley Fire Department?
2. Does the project have sufficient domestic water to serve the proposed development?
3. If the water service requires oversizing does the developer propose a recapture agreement or assessment district?

■ Drainage

1. Does the project meet the City of Fruita Drainage standards as defined in the City of Fruita Design Standards for new construction?
2. Does the project comply with the Grand Junction Drainage District standards if it is on or adjacent to their drainage systems?

■ Flood Hazard

1. Does the project adequately address potential Federal Emergency Management Agency regulations and the Fruita flood hazard and meet the flood plain regulations?

■ Irrigation

1. Does the project provide adequate irrigation water for the proposal including shares of water, method of delivery to each lot and method of draining water from each lot?

■ Fire Protection

1. Does the project have adequate fire flow as determined by the Lower Valley Fire Dept. & does it meet the other requirements of the fire department with regard to access, cul de sac radius, etc.?

■ Historic Preservation

1. Does the project involve the demolition, remodel or reconstruction of a structure or site that is on the national or state register of historic places or eligible for nomination to either of these registers?

■ Noise, Dust, Odor

1. Does the project comply with federal and state air emission standards?
2. Does the project comply with state noise statutes?
3. Does the project minimize disturbance of the natural ground cover, or replacement of the natural ground cover with alternative ground cover or pavement?
4. Have erosion and sedimentation controls been proposed during and after construction?

■ Natural Features and Environmental Protection

1. Does the proposal preserve natural features to the largest extent possible including existing trees, natural vegetation, hills, rock outcroppings, bluffs, stream & washes, river floodplains, wetlands, etc.?

Review Criteria. Preliminary Plans shall be checked for:

- A. Conformity to adopted plan(s) and policies.
- B. Compatibility with the possible development of adjacent properties under existing zoning.
- C. Functional arrangement and lot sizes for compliance with zoning.
- D. Correct naming of streets.
- E. Conformity to the design standards.

TOWN & COUNTRY ACRES

NOTE: The boundary line between the Village at Country Creek Filing No. One and Town & Country Acres is Little Salt Wash. This boundary is subject to movement with the natural changes in the wash. The centerline of Little Salt Wash, at the time of this survey, from field data, aerial photography, SCS topography maps and FEMA hazard maps, is shown along the following courses and distances from the north boundary to the west boundary:

S03°28'22"W	142.77
S08°19'26"W	55.16
S04°02'40"W	25.44
S08°38'48"E	27.78
S28°02'25"E	43.77
S21°36'53"E	23.94
S17°10'07"E	10.90
S01°43'38"E	20.24
S16°46'16"W	14.52
S27°57'29"W	28.04
S15°21'00"W	10.07
S06°35'02"W	5.55
S35°45'34"W	42.79
S39°37'44"W	33.70
S36°50'55"W	30.56
S43°42'28"W	62.98
S47°24'21"W	28.19
S59°29'44"W	50.12
S52°07'30"W	11.45
S68°29'26"W	10.94
S85°31'47"W	12.56
N72°07'17"W	10.90
N47°48'56"W	14.46
N36°09'29"W	10.78
N26°33'54"W	9.73
N11°05'37"W	17.40
N18°48'00"W	15.62
N32°39'39"W	15.51
N51°20'25"W	12.86
N85°14'11"W	12.09
S68°27'32"W	13.68
S44°01'44"W	13.97
S31°22'23"W	16.08
S12°43'28"W	21.28
S16°33'25"W	12.92
S42°03'52"W	18.49
S47°10'14"W	10.52
S55°34'47"W	14.59
S61°09'26"W	26.37
S75°48'03"W	10.28
S70°20'02"W	11.24
S76°35'49"W	7.44
S51°35'38"W	29.51
S38°05'38"W	20.70
S26°33'54"W	13.88

VILLAGE AT COUNTRY CREEK FILING NO. ONE
BOOK 16 PAGES 16, 19 & 20

Boundary line as originally platted on Village at Country Creek Filing No. One, plat. Revised by Affidavit of Correction recorded in Book 2443 at Page 447 to follow the "flowline of Little Salt Wash".

85 survey
pin 10057

85 survey
pin 4807

85 survey
pin 10057

85 survey
pin 10057

85 survey
pin 10057

85 survey
pin 10055

SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct, and complete plat of the TOWN & COUNTRY ACRES, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the same.

EXECUTED this 2nd day of December, 1998.

Kenneth Scott Thompson
Surveyor
P.L.S. 18480

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TITLE CERTIFICATE

J. LARRY WENT/SCOTTIAN LAND SURVEY does hereby certify that I have examined the title to all lands shown on this plat and that title to such lands is vested in David Maves, free and clear of all liens, taxes, and encumbrances, except as follows:

Any and all unpaid taxes, assessments and unredeemed tax sales, if any.

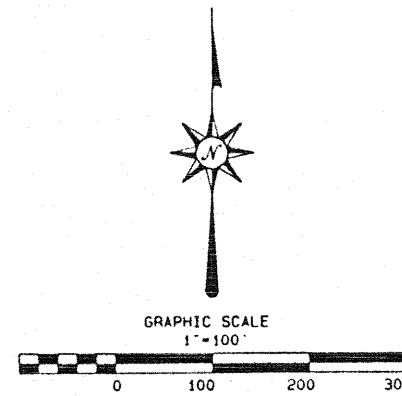
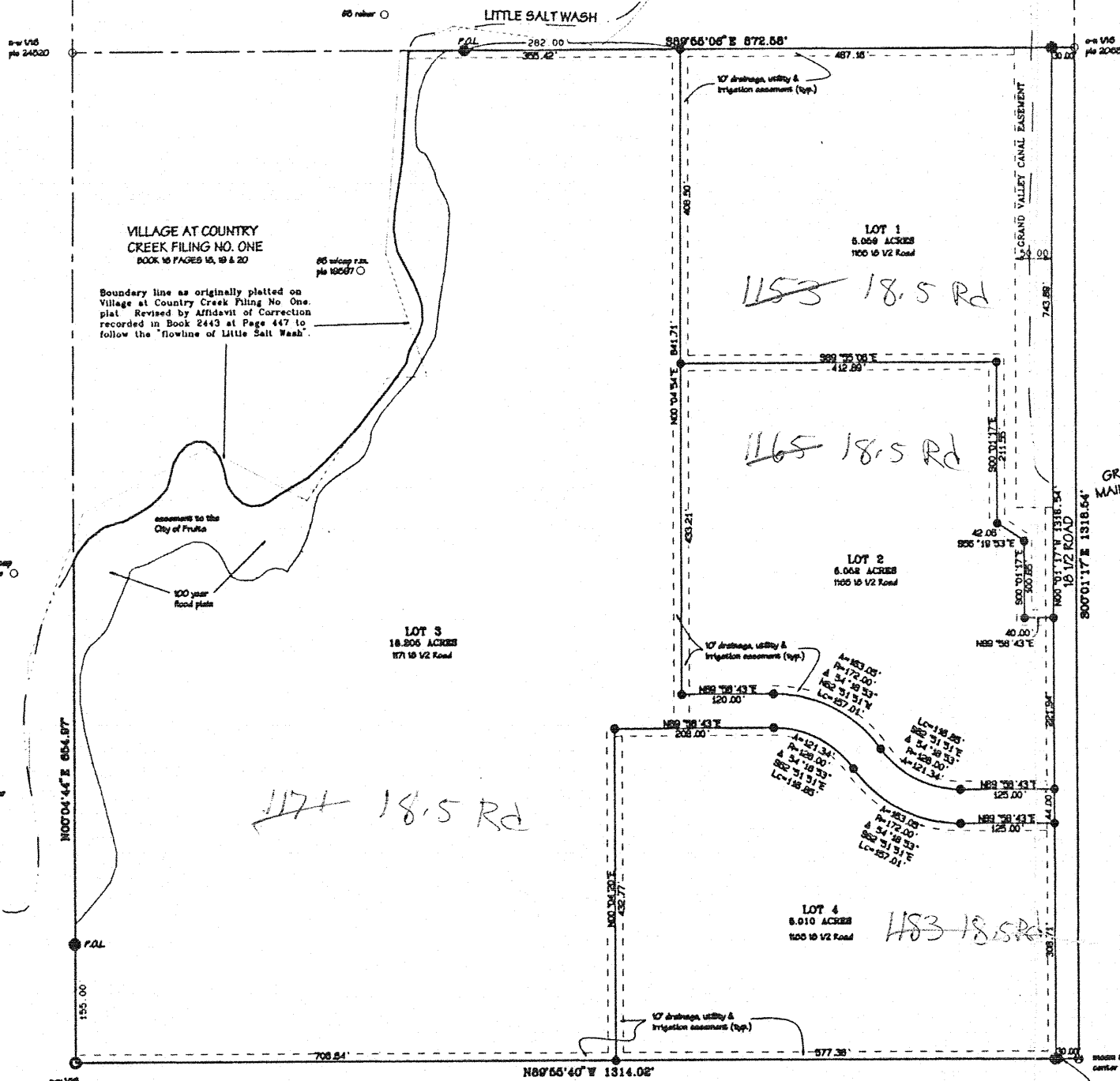
The right of the proprietor of a vein or lode to extract and remove ores therefrom should the same be found to intersect said premises as reserved in United States Patent recorded December 4, 1894, in Book 11 at Page 355.

Right of way for Little Salt Wash along the Northwestern boundary of the subject property.

Right of way for the Grand Valley Mainline Canal through the Easterly portion of the subject property.

EXECUTED this 9th day of December, 1998.

J. Larry Went



BASIS OF BEARINGS
The bearings hereon are grid bearings of the Mesa County SIMGLCS determined by GPS observation on a Mesa County Survey Marker at the center-north sixteenth corner of Section 9, and a MCHS brass cap for the center-quarter corner of Section 9, Township 2 North, Range 2 West of the Ute Meridian. The bearing of this line is South 00°11'17" East.

LEGEND

- ⊙ FOUND MESA COUNTY SURVEY MARKER BRASS CAP
- FOUND PIN & CAP AS NOTED
- SET #5 REBAR/CAP PLS 18480
- ⊙ CONCRETE SET AROUND MONUMENT

NOTES (required due to the fact that the referenced improvements were not made at the time of platting; as written by the City of Fruita):

1. At this point in time it appears that the driveway for Lots 2 & 3 has no other access to the general street system until and if the proposed right-of-way is constructed. Access is acceptable on 18 1/2 Road provided that access will continue until such time that other reasonable access to a lower functional street is available and permitted. Back out driveways will not be allowed for Lots 1, 2 or 4. The driveways for Lots 2 & 4 shall be located a minimum of 100 feet from the proposed flowline or edge of pavement of the "proposed" intersecting street when measured from the edge of the driveway nearest the intersecting street. Access to Lot 1 shall be a minimum of 300 feet from the driveway access to Lot 2. Since it does not appear that private driveway access onto this collector can be maintained than it appears that the ingress/egress into Lot 3 must be built.
2. All driveways accessing the single family lots shall have a minimum surface width of 18 feet at the edge of pavement and taper to a minimum surface width of 12 feet at a distance of 6 feet from the edge of road and maintain this surface width to the edge of the City road right-of-way.
3. All driveways and approaches shall be so constructed that they shall not interfere with the drainage system of the street. Drainage structure shall become an integral part of the existing drainage system.
4. The horizontal axis of an approach to the 18 1/2 Road shall be perpendicular to the centerline of the highway and extend a minimum of 40 feet beyond the travel way.

AREA SUMMARY

Roads	0.908 acres	02.7%
Lots	33.326 acres	97.3%
Total	34.234 acres	100%

"APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S."

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Mesa County Clerk and Recorder at _____ o'clock at _____ M., on the _____ day of _____, 19____, and is duly recorded in Book _____ at Page _____ as Reception No. _____ Fees _____

MESA COUNTY CLERK & RECORDER

By: _____ Deputy

DEDICATION

1. David Maves, the sole owner in fee simple of that real property described in Book 2393 at Page 504 of the records of the Mesa County Clerk and Recorder, situated in the southeast quarter of the northwest quarter of Section 9, Township 1 North, Range 2 West of the Ute Meridian, City of Fruita, County of Mesa, State of Colorado, being more particularly described as follows:

All that part of the southeast quarter of the northwest quarter of Section 9, Township 1 North, Range 2 West of the Ute Meridian, lying south and east of Little Salt Wash, Mesa County, Colorado

Have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat and designate the same TOWN & COUNTRY ACRES, a subdivision of a part of the City of Fruita, County of Mesa, State of Colorado; and do hereby grant, convey, dedicate and set apart to the City of Fruita, County of Mesa, Colorado, for public use the portion of 18 1/2 Road shown hereon; the 100 year flood plain to the City of Fruita for their maintenance; the utility, drainage and irrigation easements shown hereon to the City of Fruita and the owners of the lots hereon platted for utility, drainage and irrigation purposes only; the Grand Valley Canal easement to the Grand Valley Irrigation Company for the operation and maintenance of the existing Grand Valley Mainline Canal.

I hereby accept the responsibility for the completion of all required public improvements for TOWN & COUNTRY ACRES Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

EXECUTED this 8 day of Dec, 1998 A.D.

David Maves

State of Colorado)
County of Mesa) ss.

The foregoing Certificate of Dedication and Ownership was acknowledged before me this 8th day of December, 1998, by David Maves.

Witness my hand and official seal.
My Commission expires 3-29-99

Notary Public
Margaret Stebbins



CITY OF FRUITA PLANNING COMMISSION

This plat approved by the City of Fruita Planning Commission the 9th day of December, 1998.

David Krasny
Chairman

FRUITA CITY COUNCIL CERTIFICATE

This plat approved by the Fruita City Council, Colorado, this _____ day of _____, 19____, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the City of the public dedications shown hereon; subject to the provisions that approval in no way obligates the City of Fruita for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Fruita City Council. Further, said approval in no way obligates the City of Fruita for maintenance of public improvements until construction of said improvements has been completed in accordance with the City of Fruita's specifications and the City of Fruita has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the City of Fruita, unless otherwise specifically agreed to in writing by the Fruita City Council.

CITY OF FRUITA, COLORADO

By: Lyle Baldwin, Mayor

Witness my hand and seal of the City of Fruita.

ATTEST: Margaret Stebbins
City Clerk



TOWN & COUNTRY ACRES

CITY OF FRUITA

SECTION 9/4 NW/4 S.9 T14N R2W MERIDIAN UTE

THOMPSON-LANGFORD CORPORATION

529 25 1/2 ROAD - # B-210

Grand Junction CO 81505 (970) 243-8067

Designed by: kst Checked by: drs Job No. DMAY001

dmay001.pro Date: Dec 2, 1998 Sheet 1 of 1

TOWN & COUNTRY ACRES

NOTE: the boundary line between the Village at Country Creek Filing No. One and Town & Country Acres is Little Salt Wash. This boundary is subject to movement with the natural changes in the wash. The centerline of Little Salt Wash, at the time of this survey, from field data, aerial photography, SCS topography maps and FEMA hazard maps, is shown along the following courses and distances, from the north boundary to the west boundary:

S03°28'22"W	142.77
S08°19'26"W	65.16
S04°02'40"W	25.44
S08°38'48"E	27.78
S88°02'25"E	43.77
S21°36'53"E	23.94
S17°10'07"E	10.90
S01°43'38"E	20.24
S16°46'16"W	14.52
S27°57'29"W	28.04
S15°21'00"W	10.07
S06°35'02"W	5.55
S35°45'34"W	42.79
S39°37'44"W	33.70
S36°50'55"W	30.56
S43°42'28"W	62.98
S47°24'21"W	28.19
S59°29'44"W	50.12
S52°07'30"W	11.45
S88°29'26"W	10.94
S85°31'47"W	12.96
N72°07'17"W	10.90
N47°48'55"W	14.46
N36°09'29"W	10.78
N26°33'54"W	9.73
N11°05'37"W	17.40
N18°48'00"W	16.62
N32°39'39"W	15.51
N51°20'25"W	12.86
N85°14'11"W	12.09
S88°27'32"W	13.68
S44°01'44"W	13.97
S31°22'23"W	16.08
S12°43'28"W	21.28
S16°33'25"W	12.92
S42°03'52"W	18.49
S47°10'14"W	10.52
S70°20'02"W	11.24
S76°35'49"W	7.44
S51°55'38"W	25.51
S39°05'38"W	20.70
S28°33'54"W	13.88

VILLAGE AT COUNTRY CREEK FILING NO. ONE
BOOK 18 PAGES 18, 19 & 20

Boundary line as originally platted on Village at Country Creek Filing No. One, plat Revised by Affidavit of Correction recorded in Book 2443 at Page 447 to follow the flowline of Little Salt Wash.

assessments to the City of Fruita

100 year flood plain

#5 w/cap
#5 w/cap
#5 w/cap
#5 rebar

c-n 1/16
p/s 16695

#5 rebar

#5 w/cap r.m.
p/s 18587

#5 w/cap
#5 w/cap
#5 w/cap
#5 rebar

LOT 3
18.205 ACRES
117 1/2 Road

LITTLE SALT WASH

S89°56'06" E 872.58'

LOT 1
5.069 ACRES
185 1/2 Road

LOT 2
5.068 ACRES
185 1/2 Road

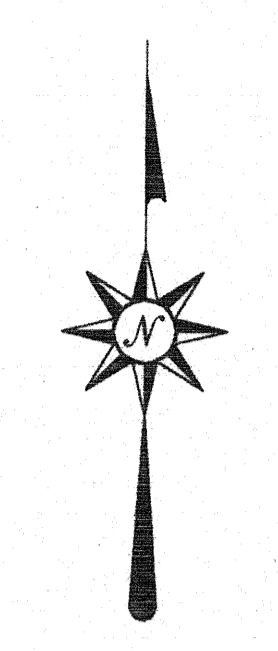
LOT 4
5.010 ACRES
185 1/2 Road

N69°55'40" W 1314.02'

c-n 1/16
p/s 20682

GRAND VALLEY MAINLINE CANAL

m-s-n #626-1
center 1/4



BASIS OF BEARINGS
The bearings hereon are grid bearings of the Mesa County SIMS/LCS determined by GPS observation on a Mesa County Survey Marker at the center-north sixteenth corner of Section 9 and a MCSM brass cap for the center-quarter corner of Section 9, Township 2 North, Range 2 West of the Ute Meridian. The bearing of this line is South 00°11'17" East.

LEGEND

- FOUND MESA COUNTY SURVEY MARKER BRASS CAP
- FOUND PIN & CAP AS NOTED
- SET #5 REBAR/CAP PLS 18480
- CONCRETE SET AROUND MONUMENT

NOTES (required due to the fact that the referenced improvements were not made at the time of platting; as written by the City of Fruita):

1. At this point in time it appears that the driveway for Lots 2 & 3 has no other access to the general street system until and if the proposed right-of-way is constructed. Access is acceptable on 18 1/2 Road provided that access will continue until such time that other reasonable access to a lower functional street is available and permitted. Back out driveways will not be allowed for Lots 1, 2 or 4. The driveways for Lots 2 & 3 shall be located a minimum of 100 feet from the proposed flowline or edge of pavement of the proposed intersecting street when measured from the edge of the driveway nearest the intersecting street. Access to Lot 1 shall be a minimum of 300 feet from the driveway access to Lot 2. Since it does not appear that private driveway access onto this collector can be maintained than it appears that the ingress/egress into Lot 3 must be built.
2. All driveways accessing the single family lots shall have a minimum surface width of 18 feet at the edge of pavement and taper to a minimum surface width of 12 feet at a distance of 6 feet from the edge of road and maintain this surface width to the edge of the City road right-of-way.
3. All driveways and approaches shall be so constructed that they shall not interfere with the drainage system of the street. Drainage structure shall become an integral part of the existing drainage system.
4. The horizontal axis of an approach to the 18 1/2 Road shall be perpendicular to the centerline of the highway and extend a minimum of 40 feet beyond the travel way.

AREA SUMMARY

Roads	0.908 acres	02.7%
Lots	33.326 acres	97.3%
Total	34.234 acres	100%

"APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S."

CLERK AND RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Mesa County Clerk and Recorder at _____ o'clock at _____ M. on the _____ day of _____, 19____, and is duly recorded in Book _____ at Page _____, as Reception No. _____ Fees _____.

By: _____
Deputy

DEDICATION

I, David Maves, the sole owner in fee simple of that real property described in Book 2393 at Page 504 of the records of the Mesa County Clerk and Recorder, situated in the southeast quarter of the northwest quarter of Section 9, Township 1 North, Range 2 West of the Ute Meridian, City of Fruita, County of Mesa, State of Colorado, being more particularly described as follows:

All that part of the southeast quarter of the northwest quarter of Section 9, Township 1 North, Range 2 West of the Ute Meridian, lying south and east of Little Salt Wash, Mesa County, Colorado

Have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat and designate the same TOWN & COUNTRY ACRES, a subdivision of a part of the City of Fruita, County of Mesa, State of Colorado; and do hereby grant, convey, dedicate and set apart to the City of Fruita, County of Mesa, Colorado, for public use the portion of 18 1/2 Road shown hereon; the 100 year flood plain to the City of Fruita for their maintenance; the utility, drainage and irrigation easements shown hereon to the City of Fruita and the owners of the lots hereon platted for utility, drainage and irrigation purposes only; the Grand Valley Canal easement to the Grand Valley Irrigation Company for the operation and maintenance of the existing Grand Valley Mainline Canal; I hereby accept the responsibility for the completion of all required public improvements for TOWN & COUNTRY ACRES Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

EXECUTED this _____ day of _____, 1998 A.D.

David Maves

State of Colorado)
County of Mesa)ss.

The foregoing Certificate of Dedication and Ownership was acknowledged before me this _____ day of _____, 19____, by David Maves.

Witness my hand and official seal.
My Commission expires: _____
Notary Public

CITY OF FRUITA PLANNING COMMISSION

This plat approved by the City of Fruita Planning Commission the _____ day of _____, 19____.

Chairman

FRUITA CITY COUNCIL CERTIFICATE

This plat approved by the Fruita City Council, Colorado, this _____ day of _____, 19____, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the City of the public dedications shown hereon; subject to the provisions that approval in no way obligates the City of Fruita for financing or constructing of improvements on said lands, streets of easements dedicated to the public except as specifically agreed to by the Fruita City Council. Further, said approval in no way obligates the City of Fruita for maintenance of public improvements until construction of said improvements has been completed in accordance with the City of Fruita's specifications and the City of Fruita has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the City of Fruita, unless otherwise specifically agreed to in writing by the Fruita City Council.

CITY OF FRUITA, COLORADO

By: _____
Lyle Baldwin, Mayor

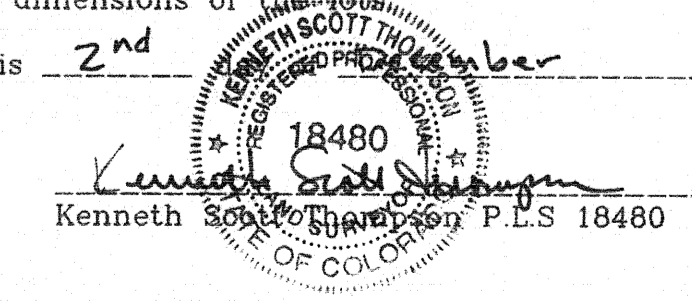
Witness my hand and seal of the City of Fruita, Colorado.

ATTEST: _____
City Clerk

SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct, and complete plat of the TOWN & COUNTRY ACRES, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots.

EXECUTED this 2nd day of December, 1998.



TITLE CERTIFICATE

_____ does hereby certify that I have examined the title to all lands shown on this plat and that title to such lands is vested in David Maves, free and clear of all liens, taxes, and encumbrances, except as follows:

Any and all unpaid taxes, assessments and unredeemed tax sales, if any.

The right of the proprietor of a vein or lode to extract and remove ores therefrom should the same be found to intersect said premises as reserved in United States Patent recorded December 4, 1894, in Book 11 at Page 355.

Right of way for Little Salt Wash along the Northwestly boundary of the subject property.

Right of way for the Grand Valley Mainline Canal through the Easterly portion of the subject property.

EXECUTED this _____ day of _____, 19____.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TOWN & COUNTRY ACRES
CITY OF FRUITA

SECTION: SE/4 NW/4 S.9 T1N R2W MERIDIAN: UTE

THOMPSON-LANGFORD CORPORATION
529 25 1/2 ROAD - # B-210
Grand Junction CO 81505 (970) 243-6067

Designed by: kst Checked by: drs Job No. DMAV001
dmav001.pro Date: Dec 2, 1998 Sheet 1 of 1