

Arnold Mabee  
846 San Gabriel Street  
Fruita, CO 81521  
[aamabee@aol.com](mailto:aamabee@aol.com)  
970-208-7982

February 13, 2025

City of Fruita  
Planning & Development Department  
325 E. Aspen Avenue  
Fruita, CO 81521

Subject: Objection to Proposed Vacation of Easements at 102 Santa Ana Drive

To Whom It May Concern,

As a homeowner and member of the Santa Ana Homeowners' Association (HOA), I am writing to formally object to the proposed vacation of the south fifteen (15) foot easement at 102 Santa Ana Drive (Application #2025-05), submitted by Mr. Glen Howell. While I do not oppose the vacation of the east twelve (12) foot easement, I strongly believe that vacating the south easement would be detrimental to the HOA, its members, and the proper maintenance of our shared community spaces.

### 1. Mr. Howell's True Intent: Shifting Costs to the HOA

After reviewing the April 15, 2024, letter from Mr. Howell's attorney, it is clear that Mr. Howell is not seeking this easement vacation in good faith, but rather to benefit himself at the expense of the HOA and its homeowners. His attorney's letter explicitly demands that the HOA install a 6-foot vinyl privacy fence at its own expense, a request that is completely unjustified for the following reasons:

- The HOA has no legal obligation to build a fence for the sole benefit of one homeowner.
- City of Fruita regulations restrict fence construction within 15 feet of the south property line and 12 feet of the east property line, making such installation impractical.
- If Mr. Howell wants a fence, he should pay for it himself and ensure it complies with all City zoning and easement restrictions.

It is highly inappropriate for one individual homeowner to attempt to manipulate City processes to avoid paying for his own desired privacy improvements while forcing those costs onto HOA members.

### 2. The South Easement is Essential for HOA Maintenance

The south fifteen (15) foot easement serves an important function by providing necessary access for the HOA's landscaping and maintenance crews to care for the common area (Tract A), which benefits all homeowners in the subdivision. This easement is the only practical access point for:

- Tree trimming and vegetation control – Trees from an adjacent property overhang onto HOA-maintained land and require regular trimming to prevent overgrowth, property damage, and safety hazards.
- Mowing and general landscape maintenance – The HOA's contracted landscaping crews rely on this easement to properly mow, maintain, and service the common area. Removing this access would force the HOA to find impractical, expensive alternatives.

### 3. Mr. Howell's Actions Have Already Cost Homeowners Thousands of Dollars

In addition to attempting to pass the cost of a fence onto the HOA, Mr. Howell has made it exceedingly difficult for landscaping contractors to perform their work, to the point that the HOA was forced to switch vendors at an increased cost of over \$3,000 per year to its members.

- This is a direct result of Mr. Howell's obstructionist behavior, creating an unnecessary financial burden on all Santa Ana homeowners.
- When Mr. Howell purchased his home, he should have reviewed all property documents and accepted the existing easements, maintenance responsibilities, and HOA obligations as they were.

It is unfair and unreasonable to expect the HOA and its members to pay for his privacy concerns or to continue shouldering financial burdens caused by his actions.

### 4. Alternative Proposal: The City Should Assume Maintenance Responsibility

If the City of Fruita decides to vacate the south easement, then it should assume full responsibility for all future maintenance of the affected areas, including:

- Tree trimming and vegetation control to prevent overgrowth into HOA-managed areas.
- Lawn mowing, weed control, and general landscape maintenance within Tract A, since the HOA will no longer have access to perform these duties.
- Removal of hazardous limbs, debris, and vegetation to prevent safety risks.

If the City removes HOA access to these areas, it should not expect HOA homeowners to continue being responsible for maintenance they can no longer perform.

### 5. HOA Members Deserve a Fair Resolution

While Mr. Howell has threatened legal action if his demands are not met, this should not pressure the City into making a one-sided decision that unfairly burdens HOA members. I, along with other concerned homeowners, expect the City to consider the long-term implications of granting this request.

## Conclusion

I strongly urge the City of Fruita to deny the request to vacate the south easement, as it is essential for ongoing maintenance access and Mr. Howell's motivations are self-serving.

However, if the City chooses to vacate the easement, it must assume full responsibility for tree maintenance, mowing, and general upkeep within the affected area. HOA members should not be forced to bear the cost of private homeowner demands or be expected to maintain areas they no longer have legal access to service.

I appreciate the City's time and attention to this matter and hope for a decision that prioritizes fairness and community interests over individual homeowner demands. Please feel free to contact me at 970-208-7982 or [aamabee@aol.com](mailto:aamabee@aol.com) to discuss this matter further.

Sincerely,

A handwritten signature in blue ink that reads "Arnold Mabee". The signature is written in a cursive, flowing style.

Arnold Mabee  
Homeowner, Santa Ana Subdivision

Casey Wilder, President  
Santa Ana Homeowners' Association

June 11, 2024

Shelly S. Dackonish  
Dufford, Waldeck, Milburn & Krohn, LLP  
744 Horizon Court, Suite 300  
Grand Junction, CO 81506

Dear Ms. Dackonish,

I hope this message finds you well. I am writing in response to your letter dated April 15, 2024, regarding the property located at 102 Santa Ana Drive, owned by Mr. Glen Howell. Your letter details concerns about alleged trespassing and property damage caused by the Association during maintenance and groundskeeping activities on the common area (Tract A) adjacent to Mr. Howell's property.

After careful consideration and review of the Santa Ana Subdivision Plat and the existing easements in favor of the City of Fruita, I regret to inform you that the Santa Ana Homeowners Association (HOA) will not be able to install a 6' vinyl privacy fence along the property boundary at the Association's expense. The common area is designated for public use, and there are easements belonging to the City of Fruita that restrict the construction of any fence within 15 feet of the South Property Line and 12 feet of the East Property Line.

It has come to our attention that the temporary string line and property line markers Mr. Howell has installed have effectively addressed the trespassing concerns with both landscapers and other individuals. We appreciate Mr. Howell's proactive measures in this regard.

If Mr. Howell wishes to construct a permanent fence at his own expense, he may do so provided that the fence is within his property boundaries and complies with the existing easement

restrictions set by the City of Fruita. Any proposed construction must be presented to the City of Fruita and the HOA Board for review and approval per the Association's By-laws.

We appreciate your understanding in this matter. As the HOA considers this matter closed, we thank Mr. Howell for his cooperation and proactive efforts to resolve the issue. Should you have any further questions or require assistance with the approval process for any proposed construction, please do not hesitate to contact us.

Sincerely,

Casey Wilder

President

Santa Ana Homeowners' Association



2 PAGE DOCUMENT

## CITY OF FRUITA EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from the CITY OF FRUITA (City), County of Mesa, Colorado, in consideration of which Grantor hereby grants unto said City: (1) a Stormwater Detention Easement as a temporary easement for the operation, maintenance and repair of stormwater detention facilities, and (2) a temporary Non-exclusive Blanket Easement for the use by the general public for park and recreation purposes in Lot 1 of Santa Ana Subdivision, situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, Township 1 North, Range 2 West of the Ute Meridian, City of Fruita, County of Mesa, State of Colorado, the easement being described as follows:

**THE EAST TWELVE (12.00) FEET AND SOUTH FIFTEEN (15.00) FEET OF LOT 1 OF SANTA ANA SUBDIVISION, THE PLAT OF WHICH IS RECORDED AT RECEPTION NUMBER 2389417 OF THE OFFICIAL RECORDS OF MESA COUNTY, COLORADO.**

The easement is Twelve (12) feet in width along the east boundary of Lot 1 and Fifteen (15) feet in width along the south boundary of Lot 1. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above widths at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

All easements include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owner of Lot 1 shall not burden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said City's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any structures, including retaining walls, upon the easement granted. Upon permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

Signed this 31 day of August, 2008.

GRANTOR:

Gilbride Development, LLC, a Colorado limited liability company

By: \_\_\_\_\_

Leo Gilbride, President

STATE OF COLORADO )

§

COUNTY OF MESA )

Subscribed and sworn to before me on Aug 31, 2008, by Leo Gilbride, President of Gilbride Development, LLC, the Grantor.

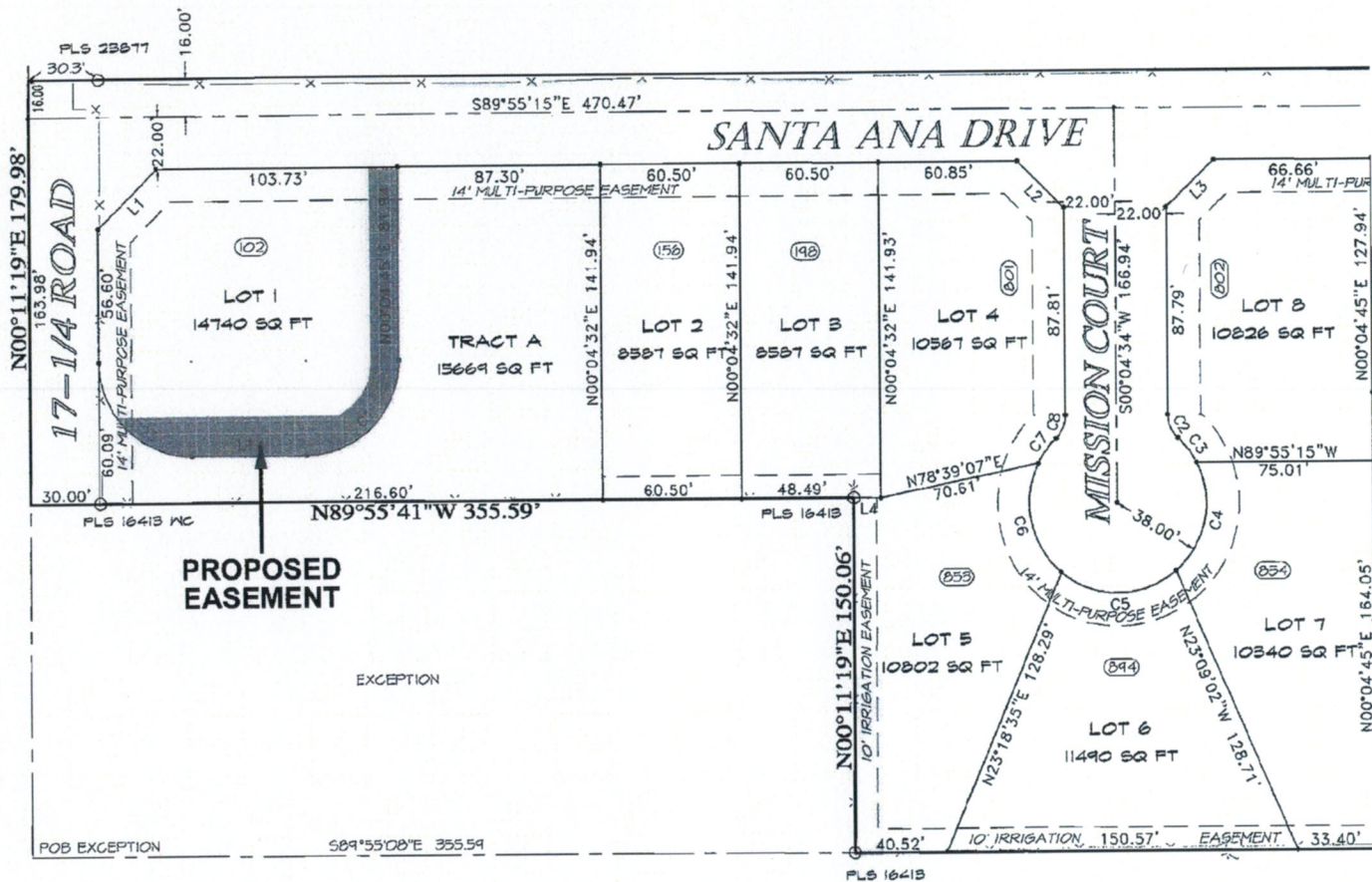
Witness my hand and official seal.

Jana Franklin  
Notary Public

My commission expires: 10-16-2010







NOT TO SCALE

April 15, 2024

Partners

Barbara R. Butler  
Shelly S. Dackonish  
William S. DeFord  
Nathan A. Keever  
Michael A. Kuzminski  
Christopher G. McAnany\*  
Annie D. Murphy\*~  
Lauren F. O'Dell\*  
John R. Pierce+  
Sam D. Starritt◇

Arnold F. Mabee, Treasurer  
Santa Ana Subdivision Homeowners' Association  
846 San Gabel Street  
Fruita, Colorado 81521

Via email to [aamabee@aol.com](mailto:aamabee@aol.com)

Of Counsel

J. David Reed  
Richard B. Tuttle

Dear Mr. Mabee,

This firm represents Glen Howell, who owns property located at 102 Santa Ana Drive ("Howell Lot") and who is a member of the Santa Ana Subdivision Homeowners Association ("Association"). This letter is being sent to you as the Treasurer for the Association, with a copy to Mr. Wilder, the President.

Associates

Rachel Awalt  
Scott D. Goebel  
Diane O. Long  
Thomas L. Long^  
Arie R. Mielkus  
William T. Raley\*

Over the years the Association has trespassed upon and caused damage to Mr. Howell's property while undertaking various maintenance and groundskeeping activities for the Subdivision's common area ("Tract A"), which abuts the Howell Lot on two sides. Attached please find a copy of the Santa Ana Subdivision Plat with the Howell Lot and Tract A highlighted for your ease of reference.

Retired Partners

William H.T. Frey  
Richard H. Krohn  
Laird T. Milburn

To prevent further damage, and to avoid legal action to quiet title or for past damages, Mr. Howell proposes that the Association install a 6' vinyl privacy fence along the property boundary of Tract A and Mr. Howell's lot. This should be accomplished at the expense of the Association and should include a survey of the Tract A / Howell Lot boundaries to ensure that the fence is installed on the property boundary or within Tract A, and not within the Howell Lot.

D. J. Dufford  
(1919-1998)

William G. Waldeck  
(1923-2009)

We are aware that there are temporary easements in favor of the City of Fruita along the boundaries of the Howell Lot. We intend to work with the City to document the termination of those temporary easements (they appear to have served their purpose during construction of improvements within Tract A many years ago) or, if necessary, to have them vacated. A copy of the City of Fruita Easement is attached hereto for your ease of reference.

^ Also admitted in California  
+ Also admitted in Oregon  
\* Also admitted in Utah  
~ Also admitted in Wisconsin  
◇ Also admitted in Wyoming



Arnold F. Mabee, Treasurer  
Santa Ana Subdivision Homeowners' Assn  
April 15, 2024  
Page 2

Please contact me to discuss this matter on or before May 15, 2024, or have the Association's attorney do so. We hope for a prompt and amicable resolution of this matter rather than costly and time-consuming litigation over it.

Sincerely,

*/s/ Shelly S. Dackonish*

Shelly S. Dackonish

Enclosures (2)

Cc: Client

Casey Wilder, President, Santa Ana Subdivision Homeowners Association  
803 San Gabriel Street, Fruita, CO 81521  
Henry Hemphill, City of Fruita Community Development, via email

FINAL PLAT  
**SANTA ANA SUBDIVISION**  
**SITUATED IN THE SE1/4 NW1/4 OF SECTION 20, T.1 N., R.2 W., UTE MERIDIAN**  
**CITY OF FRUITA, MESA COUNTY, COLORADO**

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Gilbride Development, LLC, a Colorado limited liability company, is the Owner of record of that real property situated in the SE1/4 NW1/4 of Section 20, Township 1 North, Range 2 West of the Ute Meridian, County of Mesa, State of Colorado, the ownership of which is demonstrated in Book 4135 at Page 806 of the records in the office of the Mesa County Clerk and Recorder. Said owner does hereby plat said real property under the name and style of SANTA ANA SUBDIVISION and being more particularly described as follows:

The S1/2 N1/2 SE1/4 NW1/4 of Section 20, Township 1 North, Range 2 West of the Ute Meridian;  
EXCEPT beginning at a point from whence the Southwest corner of the SE1/4 NW1/4 of Section 20, Township 1 North, Range 2 West, Ute Meridian bears South 660.0 feet;  
thence North 150.0 feet;  
thence North 84°53' East 355.54 feet;  
thence South 150 feet;  
thence South 84°53' West 355.54 feet to the Point of Beginning.

That said Owner does hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

- 17-1/4 Road, 17-1/2 Road, Santa Ana Drive, Mission Court, Kandle Court, San Gabriel Street, and San Luis Court rights-of-way are dedicated to the City of Fruita for the use of the public forever.
- The 14' multi-purpose easements to the City of Fruita for the use of City approved utilities and public providers as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewers, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.
- Temporary Emergency Turnaround Easements across Lots 11 and 12 are dedicated to the City of Fruita for the use of emergency vehicles including but not limited to fire, ambulance, sheriff and police.
- A Stormwater Detention Easement over the entirety of Tract A is dedicated to the City of Fruita as a perpetual easement for the operation, maintenance and repair of stormwater detention facilities. The Santa Ana Subdivision Homeowners' Association is not relieved of its responsibility to inspect, install, operate, maintain, and repair the detention and drainage facilities.
- A perpetual non-exclusive blanket easement over and across Tract A is dedicated to the City of Fruita for the use by the general public for park and recreation purposes.
- Drainage Easement across Lot 24 is dedicated to the City of Fruita for the conveyance of stormwater. The Santa Ana Subdivision Homeowners' Association is not relieved of its responsibility to inspect, install, operate, maintain and repair facilities associated with the conveyance of stormwater through this easement.

All easements include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said Owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this plat have been represented hereon.

IN WITNESS WHEREOF, said Owner, Gilbride Development LLC, has caused its name to be hereunto subscribed this

25 day of June, A.D., 2007.

Gilbride Development LLC, a Colorado limited liability company

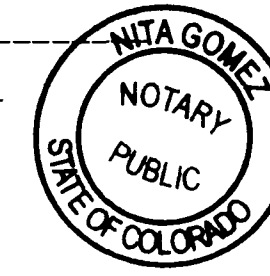
Leo J. Gilbride  
Leo J. Gilbride, Manager

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

On this 25 day of June, A.D., 2007, before me the undersigned officer, Leo J. Gilbride, personally appeared and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: 1/8/2011  
Nita Gomez  
Notary Public



SUBORDINATION BY LIENHOLDERS

Wells Fargo Bank, N.A., being the holder of a promissory note secured by a Deed of Trust dated April 14, 2006, recorded May 5, 2006 at Book 4150, Page 822, in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

By: Ronna Capra, VP Wells Fargo Bank  
Lienholder

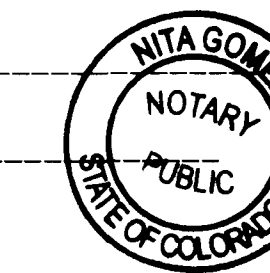
STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing was acknowledged before me this 25 day of June, 2007,  
by Ronna Capra as Vice-President

of Wells Fargo Bank, N.A.

Witness my hand and official seal.

My commission expires: 1/8/2011  
Nita Gomez  
Notary Public



DECLARATIONS

Declarations or Protective Covenants are filed in Book 4463 at Pages 916 through 946 as Document No. 2389421 of the Mesa County records.

TITLE CERTIFICATE

Abstract and Title 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 Gilbride Development LLC, free and clear of all liens, taxes, and encumbrances, except as follows:

Wells Fargo by Deed of Trust recorded in Book 4150 at Page 822

EXECUTED this 25 day of June, 2007.

Donald K. Paris

PLANNING COMMISSION CERTIFICATE

This Plat approved by the City of Fruita Planning Commission this 28<sup>th</sup> day of JUNE, 2007.  
Cynthia M. Krumholz  
Chairman

CITY COUNCIL CERTIFICATE

This Plat approved by the City Council of the City of Fruita, Colorado, this 15<sup>th</sup> day of May, 2007, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the City of Fruita the public dedications shown hereon; subject to the provision that approval in no way obligates the City of Fruita for financing or construction of improvements on said lands, streets or easements dedicated to the City except as specifically agreed to by the City Council of the City of Fruita. 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 planning clearance, building 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, street lighting, street signs, other traffic control devices, 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 City Council.

CITY OF FRUITA, COLORADO

By: Ed Jones  
Mayor

Witness my hand and official seal of the City of Fruita  
ATTEST:  
Nita Gomez  
City Clerk



CLERK AND RECORDER'S CERTIFICATE

State of Colorado )  
County of Mesa ) ss.

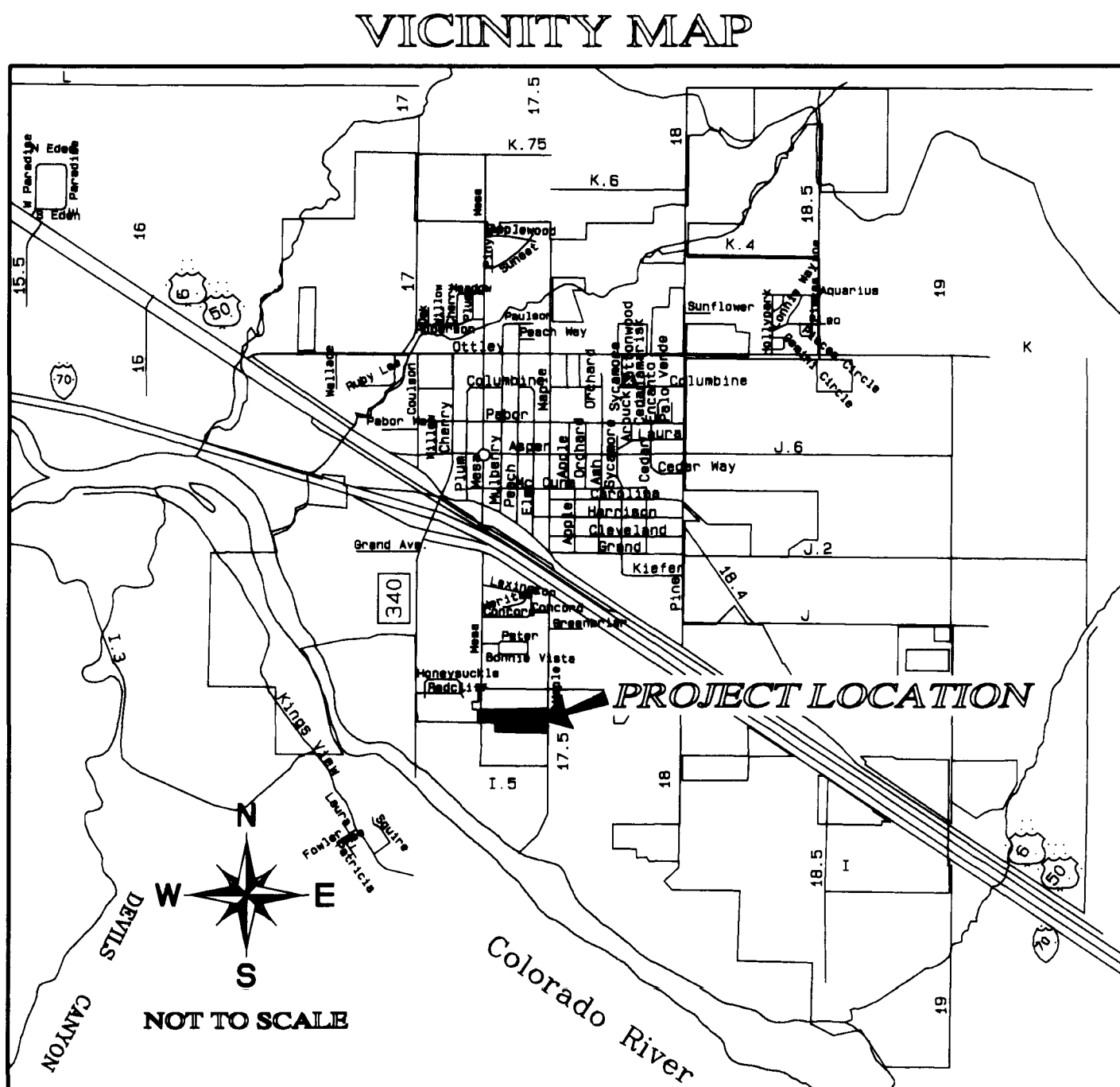
This Plat was filed for the record in the office of the Mesa County Clerk and Recorder at

12:59 P.M., on this 5th day of July, A.D., 2007

Book No. 4463, Page(s) No. 879-880 Reception No. 2389417

Dweller 11-104, Fees 20.00 1.00

Janice Rich  
Mesa County Clerk and Recorder  
Gary Baughman  
Deputy



Tracts A is to be conveyed by separate instrument to the Santa Ana Subdivision Homeowners' Association as a common open space tract, subject to the Declaration of Covenants, Conditions and Restrictions for Santa Ana Subdivision.

Tracts B and C are to be conveyed by separate instrument to the Santa Ana Subdivision Homeowners' Association as common tracts, subject to the Declaration of Covenants, Conditions and Restrictions for Santa Ana Subdivision.

All irrigation easements are to be granted by separate instrument to the Santa Ana Subdivision Homeowners' Association as perpetual easements for the construction, operation, maintenance and repair of irrigation supply lines and appurtenances thereto.

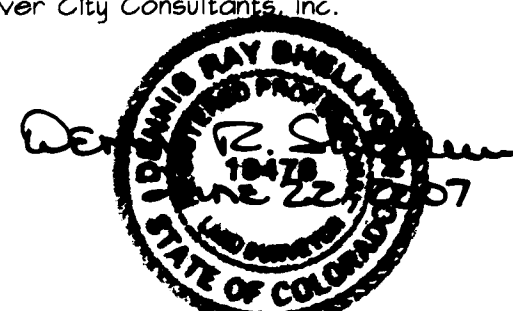
All drainage easements are to be granted by separate instrument to the Santa Ana Subdivision Homeowners' Association as perpetual easements for the construction, operation, maintenance and repair of facilities associated with the conveyance of stormwater.

This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced hereon. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local Coordinate System (MCLCS). The angular integrity of the lines and distances have been preserved except where they yield to record monuments and/or senior or controlling lines.

This survey does not constitute a title search by this surveyor or River City Consultants, Inc. All information regarding ownership, rights-of-way, easements of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Abstract & Title Company of Mesa County, Inc., No. 0091143 C, dated January 10, 2006.

I, Dennis R. Shellhorn, a licensed Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of SANTA ANA SUBDIVISION, a subdivision of a part of the City of Fruita, Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This plat contains the information required by Section 38-33.3-204, C.R.S. contained within the Colorado Common Interest Ownership Act, as it applies. This statement is only applicable to the survey data hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title.

For and on behalf of River City Consultants, Inc.  
Dennis R. Shellhorn,  
Colorado PLS 18478



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.

Notice: This plat has been determined to be of sufficient clarity and legibility to be approved by the City of Fruita. It may bear the stamp "POOR QUALITY ORIGINAL DOCUMENT PROVIDED FOR REPRODUCTION" from the Mesa County Clerk and Recorder's office. This stamp, if it appears hereon, is an indication of the Clerk and Recorder's Office inability to create a scanned image that is of comparable quality to the original document.

FINAL PLAT

**SANTA ANA SUBDIVISION**  
SITUATED IN THE SE1/4 NW1/4 OF SECTION 20,  
T.1 N., R.2 W., UTE MERIDIAN  
CITY OF FRUITA, MESA COUNTY, COLORADO

SECTION: SE1/4 NW1/4 S.20 T.1 N. R.2 W. MERIDIAN: UTE

**River City CONSULTANTS, INC.**  
Integrated Design Solutions

744 Horizon Court, Suite 110  
Grand Junction, CO 81506  
Phone: 970-241-4722 Email: info@rcowest.com

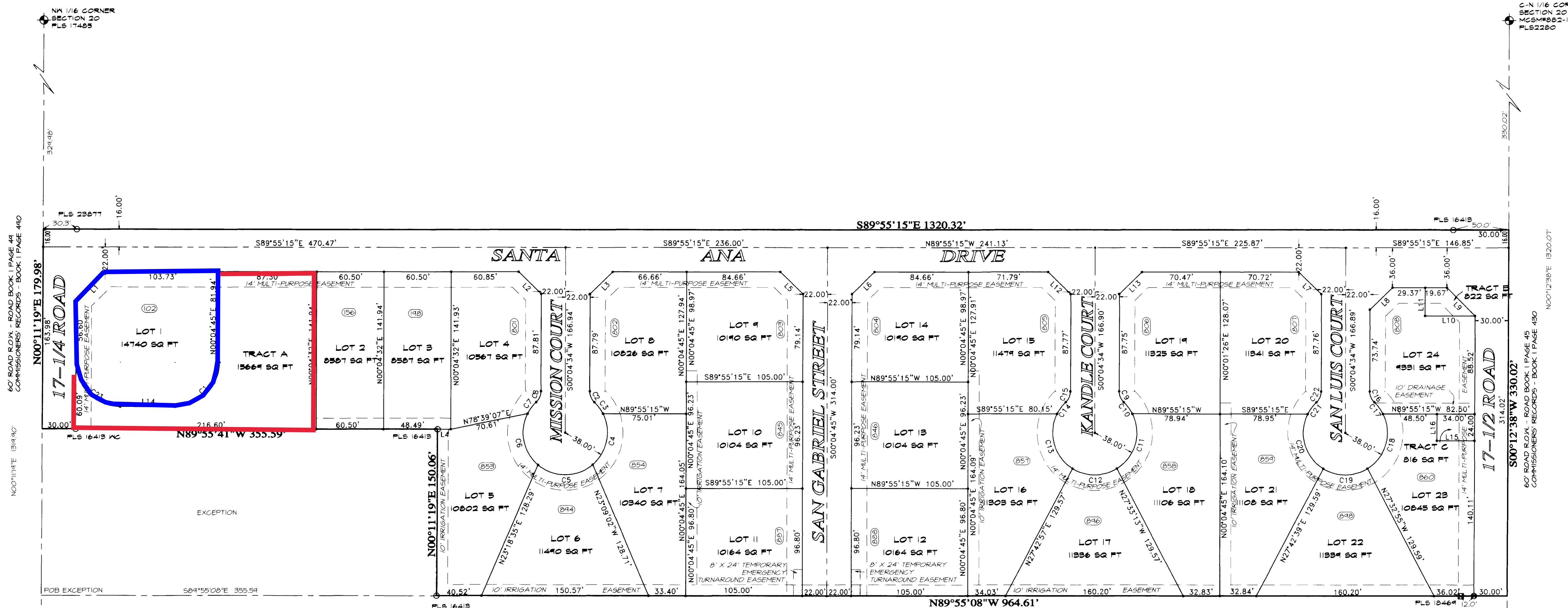
Date of Survey: Jun 2006 Field Surveyor: DGF Revision Date: Jun 22, 2007

Drawn: DRS Checked: KST Approved: DRS Job No. 0870-001

S:\PROJECTS\0870 Gilbride\Santa Ana\Survey\Santa Ana.pro Sheet 1 of 2



# FINAL PLAT SANTA ANA SUBDIVISION



LAND USE SUMMARY (LOTS)

LOT	AREA (SQ. FT.)	PROPOSED USE	ADDRESS
1	14740	RESIDENTIAL	
2	8587	RESIDENTIAL	
3	8587	RESIDENTIAL	
4	10567	RESIDENTIAL	
5	10802	RESIDENTIAL	
6	11490	RESIDENTIAL	
7	10340	RESIDENTIAL	
8	10826	RESIDENTIAL	
9	10190	RESIDENTIAL	
10	10104	RESIDENTIAL	
11	10164	RESIDENTIAL	
12	10164	RESIDENTIAL	
13	10104	RESIDENTIAL	
14	10190	RESIDENTIAL	
15	11479	RESIDENTIAL	
16	11303	RESIDENTIAL	
17	11336	RESIDENTIAL	
18	11106	RESIDENTIAL	
19	11325	RESIDENTIAL	
20	11341	RESIDENTIAL	
21	11108	RESIDENTIAL	
22	11339	RESIDENTIAL	
23	10845	RESIDENTIAL	
24	9331	RESIDENTIAL	
TOTAL	257368	67.3% OF PLATTED AREA	

LAND USE SUMMARY (TRACTS)

TRACT	AREA (SQ. FT.)	PROPOSED USE
A	15669	OPEN SPACE/SM DETENTION/MAIL BOX
B	822	SUBDIVISION SIGN
C	815	IRRIGATION
TOTAL	17307	4.5% OF PLATTED AREA

STREETS	107657	28.2% OF PLATTED AREA
TOTAL PLATTED:	362332 SQ. FT.	8.777 ACRES

LINE TABLE

LINE	BEARING	DISTANCE
L1	S45°08'02"W	35.79'
L2	N45°38'45"W	28.41'
L3	S45°48'16"W	28.41'
L4	N89°55'41"W	12.01'
L5	N45°38'45"W	28.41'
L6	S45°48'16"W	28.41'
L7	N45°38'45"W	28.41'
L8	S45°48'16"W	28.41'
L9	N44°51'18"W	35.87'
L10	S89°54'43"E	45.06'
L11	S00°12'38"W	25.38'
L12	N45°38'45"W	28.41'
L13	S45°48'16"W	28.41'
L14	S89°56'20"E	49.08'
L15	S89°55'15"E	34.00'
L16	S00°12'38"W	24.00'

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD
C1	62.91'	40.00'	90°06'34"	N45°08'02"E	56.62'
C2	10.94'	13.50'	46°26'18"	S23°08'23"E	10.64'
C3	13.17'	38.00'	19°51'20"	S36°25'53"E	13.10'
C4	50.27'	38.00'	75°47'29"	S11°23'32"E	46.68'
C5	53.51'	38.00'	80°41'03"	S89°37'47"W	49.20'
C6	50.86'	38.00'	76°41'25"	N11°40'59"W	47.15'
C7	13.15'	38.00'	19°49'34"	N36°34'31"E	13.08'
C8	10.93'	13.50'	46°24'32"	N23°17'02"E	10.64'
C9	10.94'	13.50'	46°26'18"	S23°08'24"E	10.64'
C10	13.18'	38.00'	19°52'06"	S36°25'29"E	13.11'
C11	56.25'	38.00'	84°48'54"	S15°55'00"W	51.25'
C12	42.12'	38.00'	63°30'50"	N89°55'08"W	40.00'
C13	56.25'	38.00'	84°48'41"	N15°45'23"W	51.25'
C14	13.16'	38.00'	19°50'20"	N36°34'08"E	13.09'
C15	10.93'	13.50'	46°24'32"	N23°17'02"E	10.64'
C16	10.94'	13.50'	46°26'18"	S23°08'24"E	10.64'
C17	13.20'	38.00'	19°53'48"	S36°24'38"E	13.13'
C18	56.23'	38.00'	84°47'11"	S15°55'52"W	51.24'
C19	42.12'	38.00'	63°30'50"	N89°55'08"W	40.00'
C20	56.23'	38.00'	84°46'58"	N15°46'14"W	51.24'
C21	13.18'	38.00'	19°52'03"	N36°33'16"E	13.11'
C22	10.93'	13.50'	46°24'33"	N23°17'02"E	10.64'
C23	62.92'	40.00'	90°07'39"	S44°52'30"E	56.63'

LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

N: NORTH  
E: EAST  
S: SOUTH  
W: WEST  
T: TOWNSHIP  
R: RANGE  
R.O.W.: RIGHT-OF-WAY  
PLS: PROFESSIONAL LAND SURVEYOR  
MCSM: MESA COUNTY SURVEY MARKER  
GPS: GLOBAL POSITIONING SYSTEM  
SQ. FT.: SQUARE FEET

Notice: This plat has been determined to be of sufficient clarity and legibility to be approved by the City of Fruita. It may bear the stamp "POOR QUALITY ORIGINAL DOCUMENT PROVIDED FOR REPRODUCTION" from the Mesa County Clerk and Recorder's office. This stamp, if it appears hereon, is an indication of the Clerk and Recorder's Office inability to create a scanned image that is of comparable quality to the original document.

BASIS OF BEARINGS STATEMENT: Bearings are based on grid north of the Mesa County Local Coordinate System, locally determined by GPS observations on the brass cap Mesa County Survey marker at the Center-West one-sixteenth corner of Section 20, and the brass cap PLS 17485 at the Northwest one-sixteenth corner of Section 20. The measured bearing of this line is N00°11'19"E.

- FOUND SURVEY MARKER AS NOTED  
● SET #5 REBAR W/2"φ ALUM CAP "PLS 18478"  
Ⓢ ADDRESS

FINAL PLAT

**SANTA ANA SUBDIVISION**  
SITUATED IN THE SE1/4 NW1/4 OF SECTION 20,  
T.1 N., R.2 W., UTE MERIDIAN  
CITY OF FRUITA, COLORADO

SECTION: SE1/4 NW1/4 S.20 T1N14W R2W MERIDIAN: UTE

**River City CONSULTANTS, INC.**  
Integrated Design Solutions 744 Horizon Court, Suite 110  
Grand Junction, CO 81508  
Phone: 970-241-4722 Email: info@rccconsultants.com

Date of Survey: Jun 2006 Field Surveyor: DGF Revision Date: Jun 22, 2007

Drawn: DRS Checked: KST Approved: DRS Job No. 0870-001

S:\PROJECTS\0870 Gilbride\Santa Ana\Survey\Santa Ana.prt Sheet 2 of 2

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.

2 PAGE DOCUMENT

## CITY OF FRUITA EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from the CITY OF FRUITA (City), County of Mesa, Colorado, in consideration of which Grantor hereby grants unto said City: (1) a Stormwater Detention Easement as a temporary easement for the operation, maintenance and repair of stormwater detention facilities, and (2) a temporary Non-exclusive Blanket Easement for the use by the general public for park and recreation purposes in Lot 1 of Santa Ana Subdivision, situated in the SE¼NW¼ of Section 20, Township 1 North, Range 2 West of the Ute Meridian, City of Fruita, County of Mesa, State of Colorado, the easement being described as follows:

**THE EAST TWELVE (12.00) FEET AND SOUTH FIFTEEN (15.00) FEET OF LOT 1 OF SANTA ANA SUBDIVISION, THE PLAT OF WHICH IS RECORDED AT RECEPTION NUMBER 2389417 OF THE OFFICIAL RECORDS OF MESA COUNTY, COLORADO.**

The easement is Twelve (12) feet in width along the east boundary of Lot 1 and Fifteen (15) feet in width along the south boundary of Lot 1. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above widths at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

All easements include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owner of Lot 1 shall not burden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said City's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any structures, including retaining walls, upon the easement granted. Upon permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

Signed this 31 day of August, 2008.

GRANTOR:

Gilbride Development, LLC, a Colorado limited liability company

By: 

Leo Gilbride, President

STATE OF COLORADO )

§

COUNTY OF MESA )

Subscribed and sworn to before me on Aug 31, 2008, by Leo Gilbride, President of Gilbride Development, LLC, the Grantor.

Witness my hand and official seal.

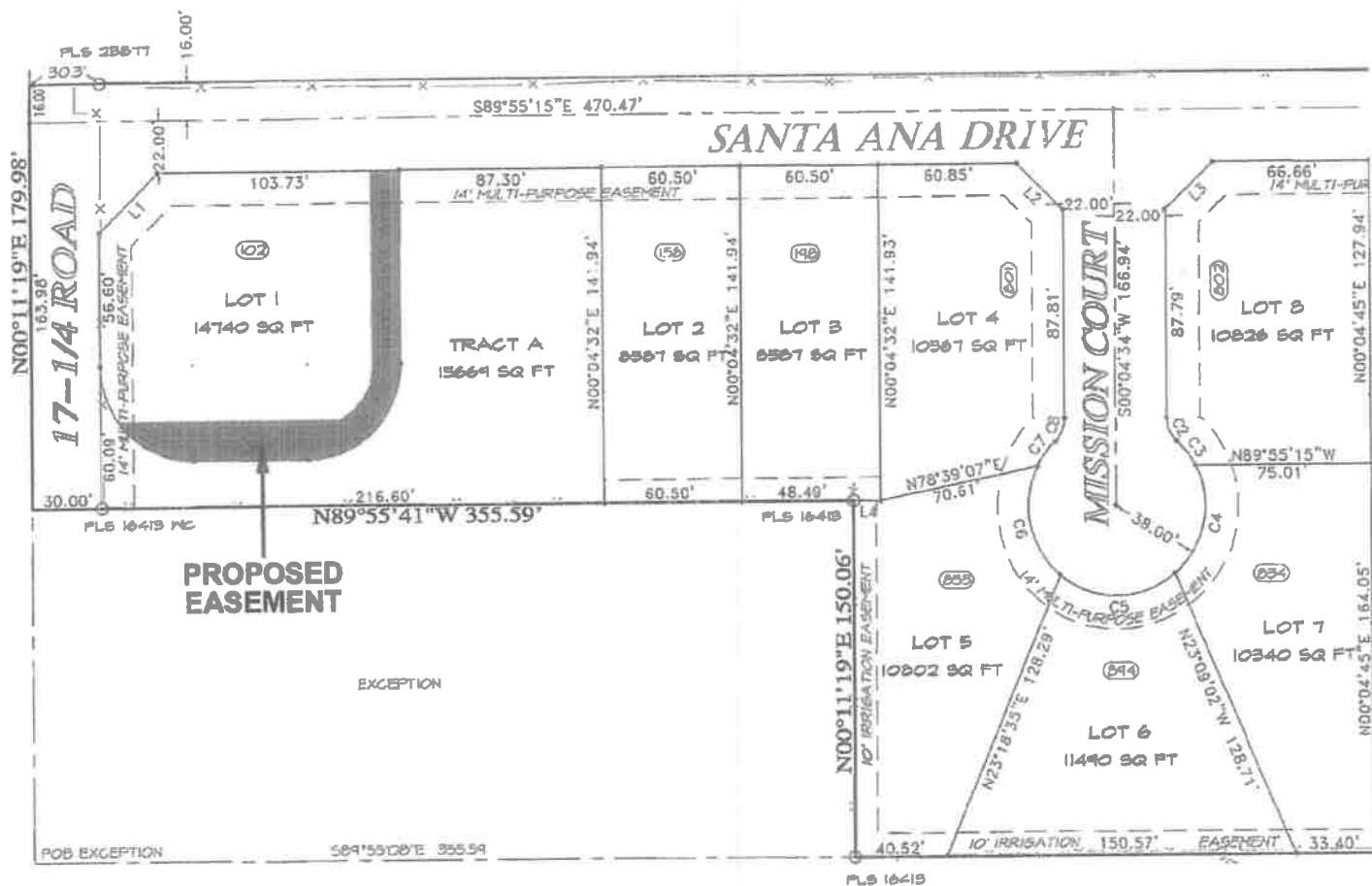
  
Notary Public

My commission expires: 10-16-2010



60' ROAD ROW - ROAD BOOK 1 PAGE 44  
COMMISSIONERS' RECORDS - BOOK 1 PAGE 442

N00°11'11"E 1819.90'





May 21, 2024

Partners

Barbara R. Butler  
Shelly S. Dackonish  
William S. DeFord  
Nathan A. Keever  
Michael A. Kuzminski  
Christopher G. McAnany\*  
Annie D. Murphy\*~  
Lauren F. O'Dell\*  
John R. Pierce+  
Sam D. Starritt◇

Casey Wilder, President  
803 San Gabriel Street  
Fruita, CO 81521

ALSO VIA EMAIL: casey.wilder@outlook.com

Of Counsel

J. David Reed  
Richard B. Tuttle

Re: Follow up regarding Howell damage

Dear Mr. Wilder:

Associates

Rachel Awalt  
Scott D. Goebel  
Diane O. Long  
Thomas L. Long^  
Arie R. Mielkus  
William T. Raley\*

We sent you and Mr. Mabee a letter on April 15, 2024, regarding the above referenced matter and have not heard back. We've heard from an insurance defense attorney who stated that the insurance carrier does not cover the relief we requested. Therefore, we need a response from you.

Please respond to our request for a 6' privacy fence on the shared property boundary. If you would like to discuss other alternatives, such as the HOA acquiring a portion of Mr. Howard's property for inclusion into the HOA park tract, Mr. Howell is willing to discuss that. His goal is to have peaceful and quiet enjoyment of his property, without unwanted intrusions related to the use, maintenance, and care of the HOA Tract."

Retired Partners

William H.T. Frey  
Richard H. Krohn  
Laird T. Milburn

D. J. Dufford  
(1919-1998)

William G. Waldeck  
(1923-2009)

I look forward to hearing from you.

Sincerely,

/s/ Shelly S. Dackonish

Shelly S. Dackonish

cc: client

4863-1996-2304, v. 5

^ Also admitted in California  
+ Also admitted in Oregon  
\* Also admitted in Utah  
~ Also admitted in Wisconsin  
◇ Also admitted in Wyoming