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**CITY COUNCIL AGENDA  
WEDNESDAY, MARCH 17, 2021  
[VIRTUAL MEETING](#)  
[LIVE STREAMED](#)  
BROADCAST ON CABLE CHANNEL 191  
5:20 PM – PRE-MEETING  
5:30 PM – REGULAR MEETING**

**Call to Order, Pledge of Allegiance, Moment of Silence**

**Citizen Comments**

*Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.*

*Citizens have three options for providing Citizen Comments: 1) [Virtually](#) during the meeting (registration required), 2) via phone by leaving a message at 970-244-1504 until noon on March 17, 2021 or 3) submitting comments online until noon on March 17, 2021 by completing this [form](#). Please reference the agenda item and all comments will be forwarded to City Council.*

**Proclamations**

Proclaiming March 31, 2021 as Cesar Chavez Day in the City of Grand Junction

Proclaiming April 2021 as Water Conservation Month in the City of Grand Junction

**Appointments**

To the Horizon Drive Business Improvement District

To the Historic Preservation Board

**City Manager Report**

REVISED



**Council Reports****CONSENT AGENDA**

*The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.*

**1. Approval of Minutes**

- a. Minutes of the March 1, 2021 Executive Session
- b. Summary of the March 1, 2021 Workshop
- c. Minutes of the March 3, 2021 Regular Meeting

**2. Set Public Hearings**

*All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.*

- a. Legislative
  - i. Introduction of an Ordinance Expanding the Boundary of the Grand Junction, Colorado Downtown Development Authority to Include the Properties Located at and Known as 920 and 1020 Grand Avenue and Setting a Public Hearing for April 7, 2021
  - ii. Introduction of Ordinances Expanding the Boundaries of the Grand Junction, Colorado Downtown Development Authority and the Downtown Grand Junction Business Improvement District to Include the Property Located at and Known as 535 North 7th Street and Setting a Public Hearing for April 7, 2021
  - iii. Introduction of an Ordinance Confirming the City - Las Colonias Development Corporation Master Lease, First Amendment and Voter Approval of Authority to Lease Certain Property at Las Colonias Park for the Purpose of Facilitating the Development of the Las Colonias Business Park in the City of Grand Junction, Colorado and Setting a Public Hearing for April 7, 2021

- iv. Introduction of an Ordinance Authorizing and Confirming the Sale of Real Property Located in the Riverfront at Dos Rios Subdivisions in the City of Grand Junction, Colorado and Ratifying Actions Heretofore Taken in Connection Therewith and Setting a Public Hearing for April 7, 2021
- b. Quasi-judicial
  - i. Introduction of an Ordinance Amending the Phasing Schedule and Patio Home Orientation and Setbacks of the Red Rocks Valley Planned Development Located at South Camp Road and Rock Valley Road and Setting a Public Hearing for April 7, 2021
  - ii. Introduction of an Ordinance Rezoning Two (2) Properties from PD (Planned Development) to C-1 (Light Commercial), Located at 287 27 Road and the adjacent Dixon Park, Collectively Comprising 8.7 Acres; and, to Rezone One Property from PD (Planned Development) to M-U (Mixed Use), Located at 288 27 Road, Comprising 2.81 Acres and Setting a Public Hearing for April 7, 2021
  - iii. Introduction of an Ordinance Rezoning Four (4) Properties from PD (Planned Development) to R-8 (Residential – 8 du/ac), Located at 585 North Grand Falls Court A, B, C, and D, Comprising 0.7 Acres, and Setting a Public Hearing for April 7, 2021

### **3. Contracts**

- a. Possession and Use Agreements with Usher NV LLC for Right-of-Way and Easements for the 24 Road and G Road Transportation Expansion Projects

### **4. Resolutions**

- a. Resolution Vacating a Publicly Dedicated Drainage Easement Located at 2501 Monument Road as Granted to the City of Grand Junction by Reception Number 2764922

- b. Resolutions Concerning the Issuance of Revocable Permits to Charley Wray LLC; Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller; Springbrook Farms; Weiker Family Investments LP; Sixbey Investments LLC; and S & S Investments LLC for the Installation and Ongoing Maintenance of Outdoor Seating/Parklets within the Rood Avenue, Main Street and Colorado Avenue Rights-of-Way adjacent to Properties Located at 626 Rood Avenue, 150 West Main Street, 420 Main Street, 457 Colorado Avenue, 359 Colorado Avenue and 401 Main Street
- c. Ratification of Letter of Consent for CDOT to Use City Rights-of-Way for the I-70B, SH 340 and 1st Street and Grand Avenue Reconstruction Project

## 5. Other Action Items

- a. Consider a Request by F ¾ Road LLC, to Accept the Dedication of 4.43-Acres of Land in the Proposed Founders Colony Subdivision
- b. Ratify the President of the Council's Prior Approval of a Crossing Agreement with Redlands Water and Power for Granite Falls Way in the Granite Falls Subdivision

## REGULAR AGENDA

*If any item is removed from the Consent Agenda by City Council, it will be considered here.*

## 6. Public Hearings

- a. Legislative
  - i. An Ordinance Amending Ordinance No. 4971 Adopting the One Grand Junction Comprehensive Plan with the Mesa County Planning Commission Amended Land Use Plan Map (Page 59)
- b. Quasi-judicial
  - i. An Ordinance to Rezone 2.15 Acres from I-2 (General Industrial) to an I-1 (Light Industrial) Zone District, Located at 711 South 15th Street

## 7. Other Action Items

- a. Request for 2021 Fireworks Displays at Suplizio Field

**8. Non-Scheduled Citizens & Visitors**

*This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.*

**9. Other Business**

**10. Adjournment**

-----Original Message-----

From: Ann Baldwin <dagswin@bresnan.net>

Sent: Wednesday, March 17, 2021 2:44 PM

To: Council <council@gjcity.org>

Subject: Proposed north acres rezoning and bridge proposal that would impact traffic through Northridge

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

To whom it may concern:

We are extremely concerned about the increase in traffic that this proposal, if allowed to happen, would have on the Northridge subdivision. It's extremely upsetting and frustrating that the homeowners haven't been informed about this possibility, invited to come to the meetings, and allowed to voice an opinion. Many of us just found out about this and we can't believe this is the last meeting!!

This neighborhood can not handle all the traffic that would materialize if the rezoning happens and if a bridge is built allowing access into Northridge Drive and Music Lane. We have many young families that have moved into this neighborhood. More traffic allowed in would be a huge safety issue for our young children. Will the value of homes will be driven down and no will want to move into the neighborhood with the increased traffic? It makes us shutter to think about how many cars will be moving through as well as those who will NOT go slowly. It feels like our neighborhood will no longer be a safe desirable family neighborhood.

Please reconsider how you are handling this matter and get input from ALL parties involved not just Juniper Ridge school and the the entity pushing for the rezone of North Acres. People can't come if they don't have info.

Thank you,  
Dave and Ann Baldwin  
3010 Northridge Drive  
Grand Junction, Colorado

Sent from my iPhone



**From:** Amy Gustavson <AJGusto@hotmail.com>  
**Sent:** Wednesday, March 17, 2021 3:48 PM  
**To:** Council <council@gjcity.org>  
**Subject:** Northacre and Northridge

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Hello City Council,

I am concerned that I am just now hearing TODAY via our Northridge Estates HOA that the city is planning to build a bridge across the canal and start building around the Northridge subdivision. The last meeting before the election is tonight at 5:30. This is not enough notice for me to plan to attend in person to voice any concerns.

We have one entrance into our neighborhood from 26 Rd (north 1st street near Patterson Rd). This entrance serves residents on Willowbrook, as well as residents in Northridge. For most of this school year, we have also had an increasing number of parents from Juniper Ridge Charter School using Northridge Drive to get to Kingswood Drive to drop off and pick up their children from Juniper Ridge Charter school from what is supposed to be a fire/ police exit only.

Please do not add any more buildings to the forest around Juniper Ridge, nor to the northeast side of Northridge behind Music Lane or near the Lutheran church. If you must, please make it low density and add another entrance/ exit and consider speed bumps, stop signs, curbs, and other features that will make it safer for public use.

Parents serving on the Juniper Ridge Charter School board of directors, and School District 51 representatives (John Williams who was a board member at the time, and Phil Onofrio) told the Northridge HOA at the annual member meeting that our neighborhood would not be used for JRCS access. That there would be an exit at Kingswood Dr as required by city code for fire or police exit in case of an emergency. That parents would be required to use 7th street to access JRCS. There has not been any enforcement of this and many parents are not honoring it as respect for their neighbors. I recently posted a sign on a log that blocks the gravel frontage road "No pick up/ drop off. Us 7th street." and 2 no parking signs and a large wooden sign reminding parents to use 7th street for access and within 24 hours they had taken them down (and stolen them).

I am concerned that if the city wants to develop this area, there has not been enough thought into how it is already functioning (not well). It could use more study and community input before decisions are made.

Thank you for considering this request.

Sincerely,  
Amy Gustavson



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** César Chávez has become an enduring symbol of our nation's commitment to encourage progress, create opportunity, and expand development at the grass roots level in the developing world; and
- Whereas,** on his birthday we celebrate a man who reminded us, that we all share a common humanity, each of us having our own value and contributing to the same destiny, and we carry forward his legacy by echoing his peaceful and eloquent calls for a more just and equal society; and
- Whereas,** César Chávez demonstrated that true courage is revealed when the outlook is darkest and the resistance is strongest, and we will find it within ourselves to stand up for what we believe in; and
- Whereas,** in the face of extraordinary adversity and opposition, he stood up for the inherent dignity of every person, no matter their race, color, creed, or sexual orientation, and for the idea that when workers are treated fairly they give meaning to our founding ideals; and
- Whereas,** we will also keep up our efforts to reform our nation's broken immigration system so more people can contribute to our country's success; and
- Whereas,** today, we honor César Chávez by continuing to fight for what he believed in, including a living wage for workers and their right to unionize and provide for their family. Workers should have a safe workplace and the comfort of knowing that if they work hard, they can feed their families, earn decent benefits, and gain the skills they need to move up and get ahead.

**NOW, THEREFORE,** I, C.E. Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim March 31, 2021 as

## *"César Chávez Day"*

in the City of Grand Junction and invite our community to reach for the America he knew as possible - one in which hard work is rewarded, prosperity is shared, and equal opportunity is the right of all our people.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17<sup>th</sup> day of March, 2021.

Mayor







*City of Grand Junction, State of Colorado*

# Proclamation


- Whereas,** the City of Grand Junction and its partner water providers - Ute Water Conservancy District and Clifton Water - continue to explore ways to manage consumption of water, and to inspire community members to care for our natural resources; and
- Whereas,** Grand Junction is located in an arid climate where drought is a critical and ever-present factor in water use; and
- Whereas,** municipal and other water providers can engage in efforts to inspire our community, as well as our neighboring communities, to become better environmental stewards; and
- Whereas,** the tenth annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, is a healthy, non-profit competition between cities across the US for water use reduction; and
- Whereas,** with the encouragement of City Council, residents may register their participation in the Challenge, by making an online pledge to decrease their water use for a period of one year; and
- Whereas,** as part of the competition with other cities across the US, our community and participants stand to benefit from winning prizes and garnering recognition as a result of our participation; and
- Whereas,** as a result of the competition, Grand Junction hopes to be among the winning cities, but more importantly, hopes to spread more understanding about the importance of water conservation; and
- Whereas,** from April 1- 30, 2021, the City of Grand Junction wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at [mywaterpledge.com](https://mywaterpledge.com) to reduce their impact on the environment and to see savings in their water bills;

NOW, THEREFORE, I, C.E. Duke Wortmann, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim April 2021 as

## *"Water Conservation Month"*

in the City of Grand Junction, in support of the Wyland Mayor's Challenge for water conservation and encourages all residents to take an active role in water conservation, both during April as well as all year, by signing an online pledge to reduce water consumption.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17<sup>th</sup> day of March, 2021.

  
  
Mayor



## Grand Junction City Council

### Regular Session

Item #

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**Meeting Date:** March 17, 2021

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Kerry Graves

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### **Information**

#### **SUBJECT:**

To the Horizon Drive Business Improvement District

#### **RECOMMENDATION:**

To appoint the interview committee's recommended members.

#### **EXECUTIVE SUMMARY:**

There are two full terms and one partial term vacancies on the Horizon Drive Business Improvement District.

#### **BACKGROUND OR DETAILED INFORMATION:**

Fonda Gomez and Linda Romer Todd have terms expiring April 30, 2021. Darshann Ruckman resigned effective February 5, 2021. Fonda Gomez has reapplied. Additional applications were received from Jim Cagle, Sharah Russell, Lisa Sutherland and Brian Smith. Full term appointments are four years and the partial term is for one year.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendations to the Horizon Drive Business Improvement District.

### **Attachments**

None





## Grand Junction City Council

### Regular Session

Item #

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**Meeting Date:** March 17, 2021

**Presented By:** Wanda Winkelmann, City Clerk

**Department:** City Clerk

**Submitted By:** Kerry Graves

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#### **Information**

##### **SUBJECT:**

To the Historic Preservation Board

##### **RECOMMENDATION:**

To appoint the interview committee's recommended members.

##### **EXECUTIVE SUMMARY:**

There are two vacancies on the Historic Preservation Board.

##### **BACKGROUND OR DETAILED INFORMATION:**

Brandon Stam and Ron Parron's terms expired December 31, 2020. Ron Parron has reapplied, but Brandon Stam did not reapply. One additional application was received from Cendie Wood. Appointments are made for four year terms.

##### **FISCAL IMPACT:**

N/A

##### **SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendation to the Historic Preservation Board.

#### **Attachments**

None

## **GRAND JUNCTION CITY COUNCIL**

### **SPECIAL SESSION MINUTES**

**March 1, 2021**

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, March 1, 2021 at 4:30 p.m. in the 1<sup>st</sup> Floor Breakroom, City Hall, 250 North 5<sup>th</sup> Street. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phil Pe'a, Rick Taggart, and Mayor Duke Wortmann (joined at 4:42 p.m.). Councilmembers Anna Stout participated virtually.

Staff present for the Executive Session were City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Welch, General Services Director Jay Valentine, Community Development Director Tamra Allen, and Public Works Director Trent Prall.

#### **Executive Session**

Councilmember Norris moved to go into Executive Session:

EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO SECTIONS 24-6-402(4)(e)(I) AND 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO THE POSSIBLE SALE OF REAL PROPERTY(IES) LOCATED IN DOS RIOS SUBDIVISION SOUTH OF HALE AVENUE AND WEST OF THE RIVERSIDE PARKWAY IN THE CITY OF GRAND JUNCTION

Councilmember Pe'a seconded the motion. Motion carried unanimously.

The City Council convened into Executive Session at 4:32 p.m.

Mayor Wortmann moved to adjourn. Councilmember Norris seconded. Motion carried unanimously.

The meeting adjourned at 5:28 p.m.

Wanda Winkelmann  
City Clerk



## GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

March 1, 2021

**Meeting Convened:** 5:30 p.m. Meeting live streamed and broadcast on cable channel 191.

**Meeting Adjourned:** 6:21 p.m.

**City Councilmembers present:** Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phil Pe'a, Anna Stout (attended virtually), Rick Taggart and Mayor Duke Wortmann.

**Planning Commission Present:** Chair Andrew Teske attended virtually.

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Senior Planner Lance Gloss, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell. Attending virtually: Deputy Police Chief Mike Nordine.

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Mayor Wortmann called the meeting to order.

### **Agenda Topic 1. Discussion Topics**

#### **a. Discuss an Outline and Timeline for the Regulation of Marijuana Related Businesses**

At the January 20, 2021 hearing of the City Council, the Council voted to refer two questions to the April 6, 2021 municipal ballot concerning the licensing, permitting, and taxation of marijuana businesses. At that same public hearing, Council directed City Staff and the Planning Commission to develop an outline of a regulatory approach for marijuana businesses. Specifically, this outline was proffered as a step toward defining the potential contents of a future Ordinance(s) concerning marijuana businesses, should both ballot questions be passed by a vote of the People in April. Further, the Planning Commission was requested to develop a set of recommendations pertaining to land use and use-specific standards for businesses involved in the sale, cultivation, and/or processing of marijuana.

The Planning Commission considered this subject at a sequence of workshops and has recommended that regulations for marijuana businesses parallel those of corollary business types in the community, with an emphasis on the parallel between marijuana sales and liquor sales as well as between marijuana processing or cultivation and general indoor industrial activities.

Mr. Caton introduced the topic and noted that tonight's workshop will present an opportunity for the Council to further direct staff as to the pace, nature, and substance of further regulatory development.

Mr. Gloss reviewed the outline provided in the packet materials that describes activities related to licensed marijuana businesses: Enforcement, Operations, Security, Stores, Product Manufacturers, Cultivations, Other License Types, and Taxation.

Discussion ensued about the timeframe, number of stores (cap), fees, buffering, resource materials used to draw conclusions, cultivation licenses, and collaborating with Mesa County regarding agricultural uses and license types.

Mr. Caton noted if the ballot items pass on April 6, staff will develop and present ordinances to develop the regulatory framework for marijuana business licenses.

### **Agenda Topic 2. City Council Communication**

Councilmember McDaniel stated a process and timeframe need to be developed for evaluations of the City Manager and City Attorney. Councilmember Norris noted that the evaluations usually occur in executive session and Human Resources Director Shelley Caskey is working on the scheduling

Councilmember McDaniel reported that Mesa County is currently at Level Yellow and discussed that the community is moving towards opening up and thinks the City should consider opening up Council meetings to encourage public participation. Councilmember Norris agreed so that the public can attend meetings in person.

City Manager Caton specified that City Hall will opening on Monday, Wednesday, and Friday, and Court will be open on Tuesday and Thursday. Prior to the last closure, measures were in place to address capacity with the use of overflows room and those protections would be used again.

Councilmember Stout stated that the first April meeting might be an ideal time to start opening. This is when the vaccine will be widely available and will allow the community to open up at that time.

Councilmember Taggart asked if smoking marijuana is allowed in public parks. City Attorney Shaver stated public consumption of marijuana is not allowed.

Councilmember Pe'a noted that cost of living adjustments (COLA) should be discussed during the City Manager/City Attorney evaluations.

Councilmember Pe'a inquired into the status of Bonzai/Los Colonias Development Corporation (LCDC). Councilmember Norris stated that they are moving into their building this month. The

building is mostly leased; Rocky Mounts has moved in and are having difficulty getting product/material delivered to Grand Junction.

Councilmember Stout informed that the Grand Valley Task Force held their quarterly meeting and the recording is available online.

**Agenda Topic 3. Next Workshop Topics**

Mr. Caton stated that the March 15 workshop will be dedicated to the Comprehensive Plan Implementation Matrix. This will transition into the Strategic Plan.

Mr. Caton indicated that in past odd-numbered years, no workshops were held in April due to the election.

**Agenda Topic 4. Other Business**

There was none.

**Adjournment**

The Workshop adjourned at 6:21 p.m.



**GRAND JUNCTION CITY COUNCIL  
MINUTES OF THE REGULAR MEETING**

**March 3, 2021**

**Call to Order, Pledge of Allegiance, Moment of Silence**

The City Council of the City of Grand Junction convened into regular session on the 3<sup>rd</sup> day of March 2021 at 5:30 p.m. Those present were Councilmembers Kraig Andrews, Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout (participated remotely) and Council President Duke Wortmann. Councilmember Rick Taggart was absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

Council President Wortmann called the meeting to order and Councilmember Norris led the Pledge of Allegiance which was followed by a moment of silence.

**Citizen Comments**

City Clerk Wanda Winkelmann said Elk Mountain Trading Post, LLC submitted information packets to Council with their request to be considered as a future retail marijuana business.

**Appointments**

**Ratification of Appointments to the Riverview Technology Corporation Board**

Council President Wortmann moved to ratify the appointments of Craig Little, Phill Raimer, Nate Wallace and Sheri Heath to the Riverview Technology Corporation for terms expiring February 1, 2023. Councilmember Andrews seconded the motion. Motion carried by unanimous voice vote.

**City Manager Report**

City Manager Greg Caton reviewed updates provided by Business Incubator Center (BIC) Executive Director Jon Maraschin on the most recent City grant programs supporting local for-profit and non-profit businesses.

**Council Reports**

Councilmember Stout said through BIC Executive Director Jon Maraschin's weekly meetings with local non-profits and their interview with KAFM about the City's non-profit grant program, it is hoped there will be additional interest in the grant program. She also noted Mr. Maraschin said the non-profit grant program is unique and he feels this type of program will become a best practice model nationwide.

Councilmember McDaniel noted the City improved its ranking (from 81 to 57) in the Milken Institute's *Best-Performing Cities 2021* report due to performance from staff and council.

Councilmember Norris clarified that the City's Business Loan program is currently in phase 3 in providing funding and noted the initial phase was slow to start, like the current non-profit program, and encouraged non-profits to apply. She then thanked all who are working on these programs.

### **CONSENT AGENDA**

Councilmember Norris moved to adopt Consent Agenda items 1 - 4. Councilmember Andrews seconded the motion. Motion carried by unanimous voice vote.

#### **1. Approval of Minutes**

- a. Minutes of the February 17, 2021 Regular Meeting
- b. Minutes of the February 24, 2021 Executive Session

#### **2. Set Public Hearings**

- a. Legislative
  - i. Introduction of an Ordinance Amending Ordinance No. 4971 Adopting the One Grand Junction Comprehensive Plan with the Mesa County Planning Commission Amended Land Use Plan Map (Page 59) and Setting a Public Hearing for March 17, 2021
- b. Quasi-judicial
  - i. Introduction of an Ordinance to Rezone 2.15 Acres from I-2 (General Industrial) to an I-1 (Light Industrial) Zone District, Located at 711 South 15<sup>th</sup> Street and Setting a Public Hearing for March 17, 2021

#### **3. Resolutions**

- a. A Resolution Issuing a Revocable Permit to Maintain a Parking Area and Building Encroachment in Portions of the North 7<sup>th</sup> Street and Walnut Avenue Rights-of-Way Located at 2103 North 7<sup>th</sup> Street
- b. A Resolution Issuing a Revocable Permit to Allow Private Water Service Meter Boxes, Water Meters and Associated Infrastructure for the Proposed Frog Pond Subdivision Located at 2501 Monument Road within the Right-of-Way of South Redlands Road
- c. A Resolution Amending the City of Grand Junction Planning Commission Bylaws

to Change the Start Time for Regularly Scheduled Monthly Meetings

**4. Continue Public Hearing - Legislative**

- a. An Ordinance Adopting the Patterson Road Access Control Plan (ACP) as Volume III, Title 38 of the Grand Junction Municipal Code - PUBLIC HEARING WILL BE CONTINUED TO APRIL 7, 2021

**REGULAR AGENDA**

**An Ordinance for Supplemental Appropriations for the City of Grand Junction and Downtown Development Authority 2021 Budget, and Authorization of Use of General Fund Reserve**

The City's budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line-item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to carry forward capital projects and approve new projects or expenditures.

Finance Director Jodi Welch presented this item.

Discussion included that most of these items were included in the 2020 City Budget and are being carried over to the 2021 Budget for completion and there are no more items needing to be carried over from 2020.

The public hearing opened at 5:45 p.m.

There were no public comments.

The public hearing closed at 5:45 p.m.

Councilmember Andrews moved to adopt Ordinance No. 4985, an ordinance making Supplemental Appropriations to the 2021 Budget of the City of Grand Junction, Colorado and the Downtown Development Authority for the year beginning January 1, 2021 and ending December 31, 2021 and the use of General Fund Reserve on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

**Ratification of the Third Agreement to Amend/Extend Purchase and Sale Agreement for Dos Rios Subdivision Property**

In September 2020 the City and DR DEVCO, LLC entered into a Purchase and Sale Agreement for the Dos Rios subdivision property. This agreement sells additional property, sets a closing date and establishes certain conditions for City participation in additional public improvements.

City Attorney John Shaver presented this item.

Discussion included that after the design is completed both parties will agree who will build the public improvements, the City has already provided for this project's financing, Council's ratification is now required because this agreement is materially different from the previous agreement, all property closings need to be completed by April 30, 2024 and concern that using the City's sale proceeds is not the best funding mechanism for this project (rather than through GID bond financing).

Public comment opened at 6:00 p.m.

There were no public comments.

Public comment closed at 6:00 p.m.

Councilmember Pe'a moved to ratify, approve and confirm the third agreement to amend/extend the Purchase and Sale Agreement for Dos Rios subdivision property and to participate on certain conditions provided for in the agreement on public financing of certain additional public improvements. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

#### **Non-Scheduled Citizens & Visitors**

There were none.

#### **Other Business**

There was none.

#### **Adjournment**

The meeting adjourned at 6:02 p.m.

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Wanda Winkelmann, MMC  
City Clerk





## Grand Junction City Council

### Regular Session

Item #2.a.i.

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**Meeting Date:** March 17, 2021

**Presented By:** Brandon Stam, DDA Executive Director

**Department:** Downtown Development Authority

**Submitted By:** Brandon Stam

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Expanding the Boundary of the Grand Junction, Colorado Downtown Development Authority to Include the Properties Located at and Known as 920 and 1020 Grand Avenue and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

Staff recommends approval of the ordinance.

#### **EXECUTIVE SUMMARY:**

The property owner 1020 Grand LLC represented by David Weckerly has requested to incorporate 920 and 1020 Grand Avenue into the Downtown Development Authority boundaries. The DDA Board of Directors have approved this request.

#### **BACKGROUND OR DETAILED INFORMATION:**

Future plans for the sites include the development of approximately 150 mixed-income apartment units known as "The Lofts" project.

#### **FISCAL IMPACT:**

There is no direct fiscal impact from this action.

#### **SUGGESTED MOTION:**

I move to introduce an ordinance expanding the boundary of the Grand Junction, Colorado Downtown Development Authority to include the properties located at and know as 920 Grand Avenue and 1020 Grand Avenue and set a public hearing for April 7, 2021.



### **Attachments**

1. DDA Inclusion letter - GJ Lofts LLC
2. Map - 920 and 1020 Grand Avenue
3. Ordinance - DDA Inclusion of 920 & 1020 Grand Avenue

2/15/21

Brandon Stam  
Downtown Director  
Downtown Grand Junction  
437 Colorado Avenue  
Grand Junction, CO 81501

Request for "The Lofts on Grand" entry into the DDA

Dear Mr. Stam:

We respectfully request to have our two neighboring properties and project, 950 and 1020 Grand Avenue - "The Lofts on Grand" by GJ Lofts LLC – officially added into the Grand Junction DDA. We have worked long and hard to bring this affordable residential project to the Downtown area and feel being a part of the DDA is both important to the success of the project as well as to the success of Downtown Grand Junction.

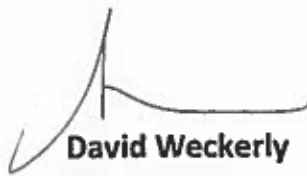
We thank you for this opportunity and look forward to becoming valuable contributing members to the DDA and all it strives for in Downtown.

The legal descriptions of our parcels are:

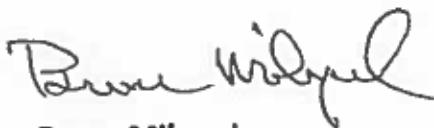
**950 Grand:     LOTS 17 THRU 32 INC LOT 69 GRAND JUNCTION SEC 14 1S 1W**

**1020 Grand:     LOTS 24 THRU 32 BLK 68 CITY OF GRAND JCT SEC 14 1S 1W**

Best regards,



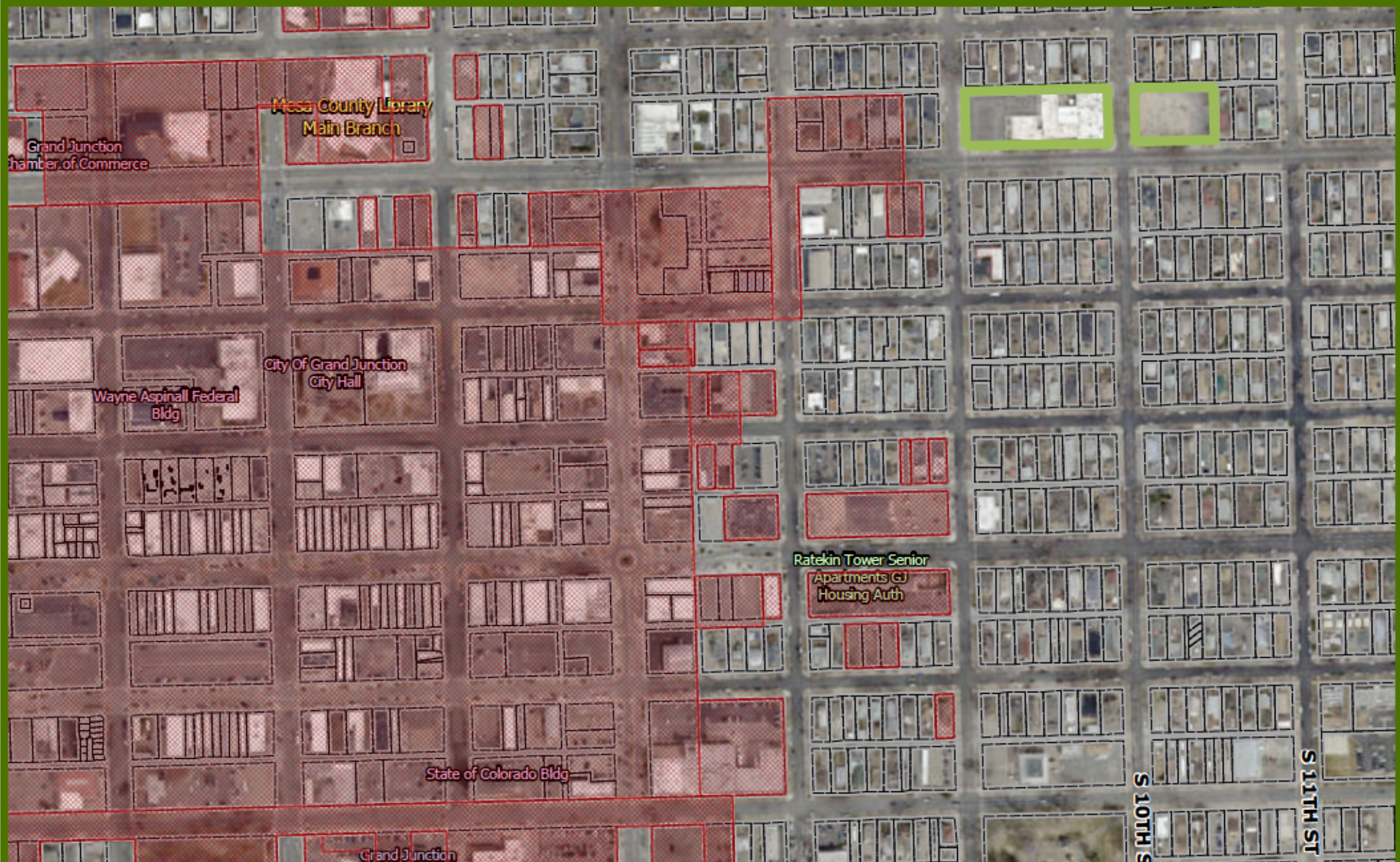
**David Weckerly  
GJ Lofts LLC  
Member**



**Bruce Milyard  
GJ Lofts LLC  
Member**



# City of Grand Junction



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Printed: 3/5/2021  
1 inch equals 376 feet  
Scale: 1:4,514

CITY OF  
**Grand Junction**  
COLORADO  
GEOGRAPHIC INFORMATION SYSTEM



ORDINANCE NO. \_\_\_\_

AN ORDINANCE EXPANDING THE BOUNDARY OF THE GRAND JUNCTION, COLORADO  
DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE THE PROPERTIES LOCATED AT AND  
KNOWN AS 920 GRAND AVENUE AND 1020 GRAND AVENUE

The Grand Junction, Colorado, Downtown Development Authority ("the Authority" or "DDA") has adopted a Plan of Development ("Plan") for the boundaries of the Authority. The Plan and boundaries were initially approved by the Grand Junction, Colorado, City Council ("the Council") on in 1981 and subsequently updated and amended in 2019 and 2020 ("Plan.")

Pursuant to Section 31-25-822, C.R.S. and Article X of the Authority's Plan, the Owner of the property has petitioned for inclusion in to the Authority's boundary.

The Board of the Authority reviewed the proposed inclusion and has determined that the boundary of the DDA should be expanded. With the expansion the Tax Increment Financing ("TIF") district will be coterminous with the Authority boundary.

The Board of the Authority requests the Council's approval to expand the Authority's boundary to include the property included by reference in this ordinance and to expand the Authority to receive a portion or increment of ad valorem and sales taxes collected with the Plan area in accordance with State law, the Plan and other applicable law, rules or regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, that

1. The Council finds the existence of blight within the boundary of the Authority, within the meaning of C.R.S. 31-25-802(1.5).
2. The Council hereby finds and determines that the approval of the expansion of the boundary for the Authority and the Plan, as shown on the attached Exhibit A, will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the City and of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted area; will assist the City and the Authority in the development and redevelopment of the district and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property to be included within the amended boundary of the Authority and the TIF district.
3. The expansion of the Authority's boundary, as shown on the attached Exhibit A, is hereby approved by the Council and incorporated into the Plan for TIF purposes. The Authority is hereby authorized to undertake development projects as described in the Plan and to act consistently with the Plan including, but not necessarily limited to, receiving and expending for development and redevelopment efforts a portion or increment of ad valorem and sales taxes generated in the area in accordance with C.R.S. 31-25-801 *et. seq.* and other applicable law.
4. The Council hereby request that the County Assessor certify the valuation for the assessment of the new property included by this Ordinance within the Authority's boundaries and the TIF district as of the date of the last certification. The City Finance Director is hereby directed to certify the sales tax receipts for the properties included in and described by the attached Exhibit A for the twelve (12) months prior to the inclusion.
5. Adoption of this Ordinance and amendment to, or expansion of the boundary of the Authority and the TIF District, does not, shall not and will not provide for or allow or authorize receipt or expenditure of tax increments without requisite statutory and Plan compliance.
6. If any provision of the Ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect the remaining provisions hereof, it being the intention of the City Council that the provisions hereof are severable.



INTRODUCED on first reading the 17<sup>th</sup> day of March 2021 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the \_\_\_\_ th day of April 2021 and ordered published in pamphlet form.

---

C.E. "Duke" Wortmann  
President of the Council

ATTEST:

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Wanda Winkelmann  
City Clerk

Exhibit A

LOTS 17 THRU 32 INC LOT 69 GRAND JUNCTION SEC 14 15 1W

920 Grand Avenue, Grand Junction Colorado

LOTS 24 THRU 32 BLK 68 CITY OF GRAND JCT SEC 14 1S 1W

1020 Grand Avenue, Grand Junction Colorado



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** March 17, 2021

**Presented By:** Brandon Stam, DDA Executive Director

**Department:** Downtown Development Authority

**Submitted By:** Brandon Stam

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### **Information**

#### **SUBJECT:**

Introduction of Ordinances Expanding the Boundaries of the Grand Junction, Colorado Downtown Development Authority and the Downtown Grand Junction Business Improvement District to Include the Property Located at and Known as 535 North 7th Street and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

This item is recommended for approval by Council.

#### **EXECUTIVE SUMMARY:**

The property owner (Arlo Decristina) at 535 N. 7th Street has requested to incorporate the property into the Downtown Development Authority and Business Improvement District boundaries. The DDA and BID Board of Directors have approved this request.

#### **BACKGROUND OR DETAILED INFORMATION:**

Property owner plans to develop an a tattoo studio with room for guest artists while retaining the historic character of the neighborhood. Property is in the Historic 7th Street Corridor and is subject to certain conditions that exist in that area.

#### **FISCAL IMPACT:**

No direct fiscal impact from this action.

#### **SUGGESTED MOTION:**

I move to introduce ordinances expanding the boundaries of the Grand Junction, Colorado Downtown Development Authority and the Downtown Grand Junction

Business Improvement District to include the property located at and known as 535 North 7th Street and set a public hearing for April 7, 2021.

**Attachments**

1. Elysium Studios Letter to DDA
2. DDA Map - 535 N. 7th Street
3. BID Map - 535 N. 7th Street
4. Elysium Studios BID Petition
5. Ordinance - DDA & BID Inclusion of 535 N 7th Street

February 2, 2021

Brandon Stam  
Downtown Grand Junction  
437 Colorado Avenue  
Grand Junction, CO 81501

RE: Request for Entry into DDA

Dear Mr. Stam,

Elysium Studios enthusiastically request entry of our parcels into the Grand Junction Authority (DDA). Having been located at 535 N. 7<sup>th</sup> Street and seeing the ups and downs of the area we appreciate the efforts that are being made to ensure the continued viability of the downtown area.

As our business has grown over the years, we have realized the need to provide more space for our employees. Rather than moving to another area we have chosen to remodel our interior to provide for additional office space so that we can remain within walking distance of Main Street.

Our complex consists of the parcels described below, which are adjacent to current DAA parcels. Please enroll our parcels into the DDA so that we can contribute to your efforts.

535 N. 7<sup>th</sup> Street, Parcel # 2945-141-36-005

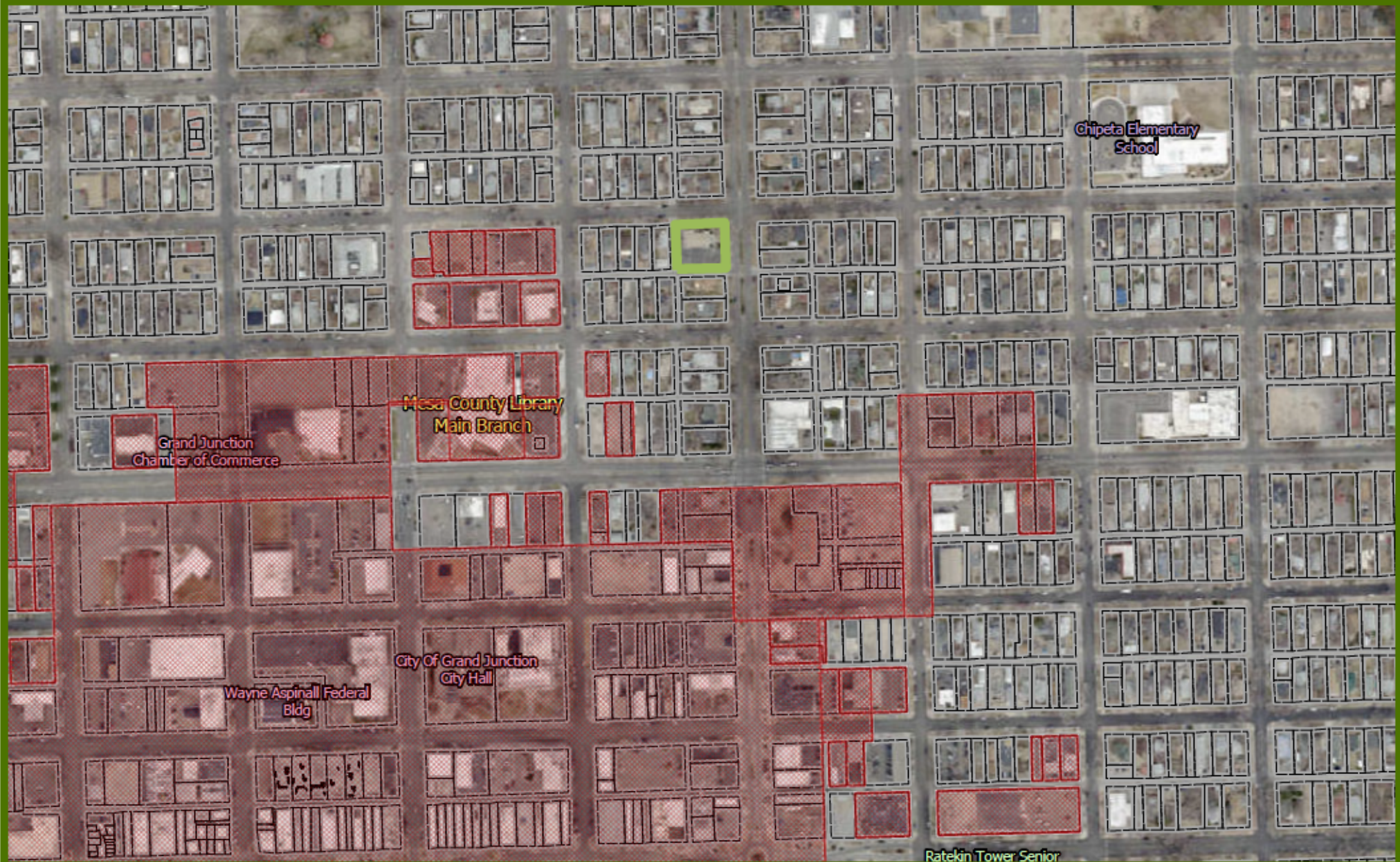
Thank you for your consideration and please feel free to contact me if you have any questions. I look forward to hearing from you soon.

Sincerely,

  
Arlo Dicristina  
Owner, Elysium Studios



# City of Grand Junction



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Printed: 3/5/2021

1 inch equals 376 feet

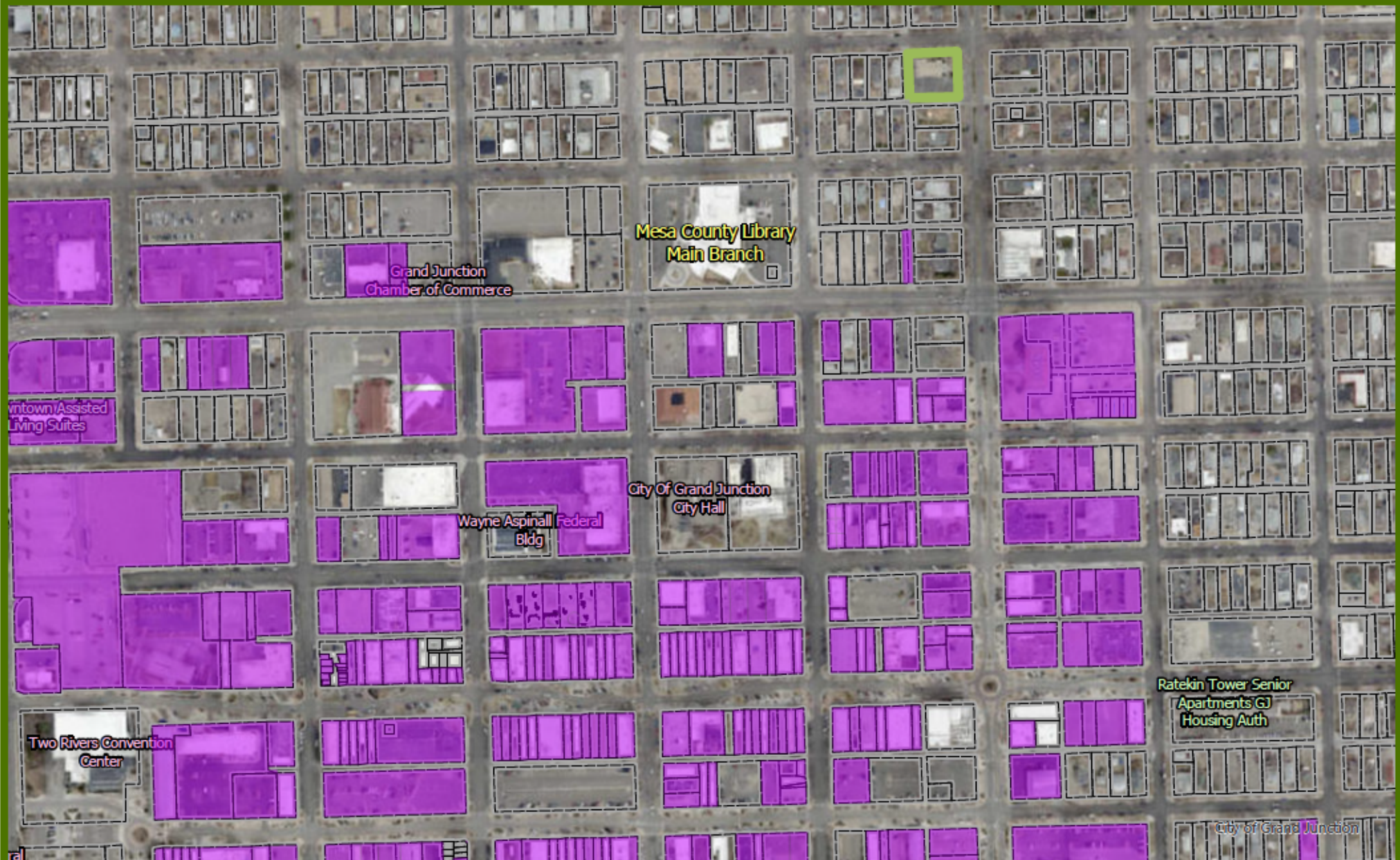
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Packet Page 28 of 496

CITY OF  
**Grand Junction**  
COLORADO  
GEOGRAPHIC INFORMATION SYSTEM



# City of Grand Junction



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CITY OF  
**Grand Junction**  
COLORADO  
GEOGRAPHIC INFORMATION SYSTEM

**VERIFIED PETITION FOR INCLUSION OF PROPERTY  
INTO THE  
DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT DISTRICT**

TO: City Council, City of Grand Junction, Colorado

The undersigned Petitioner, Elysium Studios own, as tenants in common, the following described property located within the boundaries of the City of Grand Junction, in the County of Mesa, Colorado:

**LOTS 11 THRU 15 BLK 61 CITY OF GRAND JUNCTION RESURVEY OF SECOND DIVISION SEC 14 15 1W UM  
RECD 4/17/1905 RECPT NO 54332 MESA CO RECDS-0.39 AC**

(the "Property"). The address of the Property is **535 N 7<sup>th</sup> Street**

The Petitioners hereby respectfully petition the City Council of the City of Grand Junction, Colorado pursuant to Section 31-25-1220, C.R.S. for the inclusion of the Property into the Downtown Grand Junction Business Improvement District ("the District").

The Petitioners hereby request that the Property be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that a certified copy of said Ordinance be recorded with the Mesa County Clerk and Recorder on or about the effective date of said Ordinance, and that from and after the recording of the certified copy of the Ordinance, the Property shall be subject to the levy of taxes for payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion and liable for assessments for any obligations of the District.

The Petitioners hereby represent to the City Council and verify that they are the owners of the Property described above and that no other persons, entity or entities own an interest therein except as holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at the time when the City Council sets the date (by publication of notice thereof) for the public hearing for consideration of the Petition.

In accordance with Section 31-25-1220(1), C.R.S., this Petition is accompanied by a deposit of monies sufficient to pay all costs of the inclusion proceedings.



**PETITIONERS:**

**Arlo Dicristina Elysium Studios**

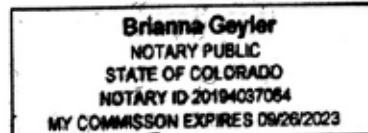


Address: 535 N. 7<sup>th</sup> St, Grand Junction, Colorado 81501

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

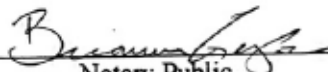


The foregoing instrument was acknowledged and sworn to before me this 3 day of

Feb., 2021, by Arlo Dicristina Elysium Studios

Witness my hand and official seal.

My commission expires: 09/26/2023

  
Notary Public

Elysium Studios

Address: 535 N. 7<sup>th</sup> Street Grand Junction, CO 81501

STATE OF COLORADO)

) ss.

COUNTY OF MESA)

The foregoing instrument was acknowledged and sworn to before me this \_\_\_ day of

\_\_\_\_\_, 2021, by Arlo Dicristina Elysium Studios

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



ORDINANCE NO. \_\_\_\_

AN ORDINANCE EXPANDING THE BOUNDARY OF THE GRAND JUNCTION, COLORADO  
DOWNTOWN DEVELOPMENT AUTHORITY TO INCLUDE THE PROPERTY LOCATED AT AND KNOWN  
AS 535 N. 7<sup>th</sup> STREET

The Grand Junction, Colorado, Downtown Development Authority ("the Authority" or "DDA") has adopted a Plan of Development ("Plan") for the boundaries of the Authority. The Plan and boundaries were initially approved by the Grand Junction, Colorado, City Council ("the Council") on in 1981 and subsequently updated and amended in 2019 and 2020 ("Plan.")

Pursuant to Section 31-25-822, C.R.S. and Article X of the Authority's Plan, the Owner of the property has petitioned for inclusion in to the Authority's boundary.

The Board of the Authority reviewed the proposed inclusion and has determined that the boundary of the DDA should be expanded. With the expansion the Tax Increment Financing ("TIF") district will be coterminous with the Authority boundary.

The Board of the Authority requests the Council's approval to expand the Authority's boundary to include the property included by reference in this ordinance and to expand the Authority to receive a portion or increment of ad valorem and sales taxes collected with the Plan area in accordance with State law, the Plan and other applicable law, rules or regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, that

1. The Council finds the existence of blight within the boundary of the Authority, within the meaning of C.R.S. 31-25-802(1.5).
2. The Council hereby finds and determines that the approval of the expansion of the boundary for the Authority and the Plan, as shown on the attached Exhibit A, will serve a public use; will promote the health, safety, prosperity, security and general welfare of the inhabitants of the City and of its central business district; will halt or prevent the deterioration of property values or structures; will halt or prevent the growth of blighted area; will assist the City and the Authority in the development and redevelopment of the district and in the overall planning to restore or provide for the continuance of the economic health; and will be of specific benefit to the property to be included within the amended boundary of the Authority and the TIF district.
3. The expansion of the Authority's boundary, as shown on the attached Exhibit A, is hereby approved by the Council and incorporated into the Plan for TIF purposes. The Authority is hereby authorized to undertake development projects as described in the Plan and to act consistently with the Plan including, but not necessarily limited to, receiving and expending for development and redevelopment efforts a portion or increment of ad valorem and sales taxes generated in the area in accordance with C.R.S. 31-25-801 *et. seq.* and other applicable law.
4. The Council hereby request that the County Assessor certify the valuation for the assessment of the new property included by this Ordinance within the Authority's boundaries and the TIF district as of the date of the last certification. The City Finance Director is hereby directed to certify the sales tax receipts for the properties included in and described by the attached Exhibit A for the twelve (12) months prior to the inclusion.
5. Adoption of this Ordinance and amendment to, or expansion of the boundary of the Authority and the TIF District, does not, shall not and will not provide for or allow or authorize receipt or expenditure of tax increments without requisite statutory and Plan compliance.
6. If any provision of the Ordinance is judicially adjudged invalid or unenforceable, such judgment shall not affect the remaining provisions hereof, it being the intention of the City Council that the provisions hereof are severable.

INTRODUCED on first reading the 17<sup>th</sup> day of March 2021 and ordered published in pamphlet form.

PASSED and ADOPTED on second reading the \_\_\_\_<sup>th</sup> day of April 2021 and ordered published in pamphlet form.

---

C.E. "Duke" Wortmann  
President of the Council

ATTEST:

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Wanda Winkelmann  
City Clerk

Exhibit A

Parcel # 2945-141-36-005

535 N. 7<sup>th</sup> Street, Grand Junction Colorado

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE EXPANDING THE BOUNDARY OF AND INCLUDING PROPERTY LOCATED AT AND  
KNOWN AS 535 N. 7<sup>th</sup> STREET INTO THE DOWNTOWN GRAND JUNCTION BUSINESS IMPROVEMENT  
DISTRICT

Recitals:

The Downtown Grand Junction Business Improvement District (District) was formed by the Grand Junction City Council by Ordinance 3815 in 2005 in accordance with the Business Improvement District Act, Part 12 of Article 25 of Title 31 of the Colorado Revised Statutes (the Act). The District's term was extended by Ordinance 4651 in 2014.

The District consists of taxable real property that is not classified for property tax purposes as either residential or agricultural (together with the improvements thereon). It was formed to provide resources to promote business activity and improve the economic vitality and overall commercial appeal of the Downtown area. Since its inception the District has operated in compliance with the Act.

The owner of the property at 535 N. 7<sup>th</sup> Street (Property) seeks to have it included into the boundary of the District. The owner (Petitioner) has submitted a Verified Petition for Inclusion of Property into the Downtown Grand Junction Business Improvement District (Petition).

The District's Board of Directors supports inclusion of the Property and finds that the rights, contracts, obligations, liens and charges of the District will not be impaired by the expansion of its boundary to include the Property, and believes that the District will benefit from the inclusion.

Notice was posted in accordance with C.R.S. 31-25-1220 informing all persons having objection to appear at the time and place stated in the notice and show cause why the petition should not be granted.

The City Council finds that:

- The Petitioner owns the Property requested to be included;
- The Petition is sufficient;
- The Property is not classified for property tax purposes as either agricultural or residential;
- The District will not be adversely affected by the inclusion of the Property;
- The failure of persons to appear and show cause against inclusion of the Property into the boundary of the District is deemed to be assent to the inclusion;
- No cause has been shown that the Property should not be included;
- Expansion of the boundary of the District to include the Property furthers the goals and policies of the City and DDA plans and serves the interests of the District and the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

The following real property together with improvements thereon shall be included in the Downtown Grand Junction Business Improvement District:

Parcel # 2945-141-36-005

535 N. 7<sup>th</sup> Street, Grand Junction Colorado

The City Clerk is directed to file a certified copy of this Ordinance with the Mesa County Clerk and Recorder.

The Property shall thereafter be subject to the levy of taxes and assessments for the payment of its proportionate share of any indebtedness and expenses of the District outstanding at the time of inclusion and thereafter.

Introduced on first reading this 17<sup>th</sup> day of March 2021 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_ day of \_\_\_\_ 2021 and ordered published in pamphlet form.

---

C.E. "Duke" Wortmann  
President of the Council

ATTEST:

---

Wanda Winkelmann  
City Clerk





## Grand Junction City Council

### Regular Session

Item #2.a.iii.

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**Meeting Date:** March 17, 2021

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Confirming the City - Las Colonias Development Corporation Master Lease, First Amendment and Voter Approval of Authority to Lease Certain Property at Las Colonias Park for the Purpose of Facilitating the Development of the Las Colonias Business Park in the City of Grand Junction, Colorado and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

Approve the ordinance on first reading and set a hearing for April 7, 2021.

#### **EXECUTIVE SUMMARY:**

With approval of the Ordinance the City Council will confirm and ratify prior actions concerning the Master Lease and the First Amendment for Las Colonias Business and Recreation Park all in furtherance of the Las Colonias Development Corporation (LCDC) subleasing, managing and developing the property that is subject to the lease.

#### **BACKGROUND OR DETAILED INFORMATION:**

In November 2017 with adoption of Resolution 69-17 the City Council authorized and approved actions furthering the development of 15 acres of the Las Colonias property known as the Las Colonias Business Park. The redevelopment was anticipated to occur pursuant to a Master Lease from the City to the Las Colonias Development Corporation (LCDC). The Master Lease was considered and approved by the City Council in accordance with the City Charter.

In November 2019 City voters approved an amendment to the City Charter which

allowed the City to lease certain property, including the Las Colonias Business Park, for a term of up to 99 years. The Charter amendment affirmed the City Council's right to lease the property for a term of not to exceed 99-years. Resolution 5-20 amended the Master Lease to provide the same.

The LCDC has subleased three of the developable sites and otherwise facilitated the development of two of those sites within the Las Colonias Business Park by commercial subtenants in accordance with the Master Lease, as amended. Recently an action has been filed against the LCDC by a plaintiff who has raised concerns about its operations, the rights conferred by the underlying Master Lease and the LCDC's relationship with the City.

With approval of the Ordinance the City Council confirms and ratifies the prior actions all more particularly described in City Resolution 69-17, Ordinance 4874, and Resolution 05-20 concerning the Master Lease and the First Amendment to Master Lease and Development Agreement for Las Colonias Business and Recreation Park. Those actions were all in furtherance of the LCDC subleasing, managing and developing the property under the Master Lease and First Amendment attached thereto and/or the documents incorporated by reference which the City Council concludes to discharge the City Charter and the laws and ordinances of the City of Grand Junction and State of Colorado.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**SUGGESTED MOTION:**

I move to introduce an ordinance confirming the City - Las Colonias Development Corporation Master Lease, First Amendment and voter approval of authority to lease certain property at Las Colonias Park for the purpose of facilitating the development of the Las Colonias Business Park in the City of Grand Junction, Colorado and set a public hearing for April 7, 2021.

**Attachments**

1. Ordinance - LCDC

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_

AN ORDINANCE CONFIRMING THE CITY- LAS COLONIAS DEVELOPMENT CORPORATION MASTER LEASE, FIRST AMENDMENT AND VOTER APPROVAL OF AUTHORITY TO LEASE CERTAIN PROPERTY AT LAS COLONIAS PARK FOR THE PURPOSE OF FACILITATING THE DEVELOPMENT OF THE LAS COLONIAS BUSINESS PARK IN THE CITY OF GRAND JUNCTION, COLORADO.

RECITALS:

In November 2017 with adoption of Resolution 69-17 the City Council authorized and approved actions furthering the development of 15 acres of the Las Colonias property known as the Las Colonias Business Park. The redevelopment was anticipated to occur pursuant to a Master Lease from the City to the Las Colonias Development Corporation (LCDC). The Master Lease was considered and approved by the City Council in accordance with the City Charter.

In November 2019 City voters approved an amendment to the City Charter which allowed the City to lease certain property, including the Las Colonias Business Park, for a term of up to 99 years. The Charter amendment affirmed the City Council's right to lease the property for a term of not to exceed 99-years. Resolution 5-20 amended the Master Lease to provide the same.

The LCDC has subleased three of the developable sites and otherwise facilitated the development of two of those sites within the Las Colonias Business Park by commercial subtenants in accordance with the Master Lease, as amended. Recently an action has been filed against the LCDC by a plaintiff who has raised concerns about its operations, the rights conferred by the underlying Master Lease and the LCDC's relationship with the City.

The City Council, by and with approval of this Ordinance does confirm and ratify the actions heretofore taken and more particularly described in City Resolutions 69-17, Ordinance 4874, and Resolution 05-20 concerning the Master Lease and the First Amendment to Master Lease and Development Agreement for Las Colonias Business and Recreation Park all in furtherance of the LCDC subleasing, managing and developing the property.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

Incorporating the foregoing Recitals, the City Council does confirm and ratify the actions heretofore taken and more particularly described in City Resolutions 69-17, Ordinance 4874, and Resolution 05-20 concerning the Master Lease and the First Amendment for Las Colonias Business and Recreation Park all in furtherance of the LCDC subleasing,

managing and developing the property. And furthermore that this Ordinance, together with Resolution 69-17, Ordinance 4874, Resolution 5-20 and the Master Lease and First Amendment attached thereto and/or incorporated by reference are deemed by the City Council to discharge the City Charter and the laws and ordinances of the City of Grand Junction and State of Colorado.

Introduced on first reading this 17<sup>th</sup> day of March 2021 and ordered published in pamphlet form.

Adopted on second reading the \_\_\_\_<sup>th</sup> day of April 2021 and ordered published in pamphlet form.

\_\_\_\_\_  
C.E. "Duke" Wortmann  
President of City Council

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk





## Grand Junction City Council

### Regular Session

Item #2.a.iv.

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**Meeting Date:** March 17, 2021

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

**Submitted By:** John Shaver

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Authorizing and Confirming the Sale of Real Property Located in the Riverfront at Dos Rios Subdivisions in the City of Grand Junction, Colorado and Ratifying Actions Heretofore Taken in Connection Therewith and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

Approve the Ordinance on first reading, publish in pamphlet form and set a hearing for April, 7, 2021.

#### **EXECUTIVE SUMMARY:**

The attached draft ordinance confirms the prior City Council direction regarding the sale transactions for the the properties in the Dos Rios subdivisions. The Dos Rios properties are planned for redevelopment/reuse by the private sector.

#### **BACKGROUND OR DETAILED INFORMATION:**

All property in all filings of the Riverfront at Dos Rios subdivisions including Lot 16 Filing One, the Inholding Parcels (as the same will be finally described in the re-plat of Lot 6 of Filing Three of the Dos Rios subdivision as called for in the Third Amendment to the Purchase and Sale Agreement dated September 30, 2020, which amendment was ratified by City Council on March 3, 2020, shall together with First and Second Amendments be referred to as the "Agreement") and Lots 1,3,4,5,7,8 and 9 designated in the Agreement are neither used for nor held as park or for governmental purposes. Therefore, the sale of the property and all interests therein is within the discretion of the City Council.

The City Charter provides that the City Council has the power to sell certain real estate by ordinance or resolution; with this ordinance the City Council ratifies and confirms the authority of the City acting through the City Manager, consistent with the Charter and applicable law to sell and dispose of the Dos Rios property as provided in the Agreement and prior City Council motion(s), resolution(s) and action(s) taken by the City in furtherance of the sale of the property comprising the Riverfront at Dos Rios subdivisions ("Dos Rios.")

The City Council has considered all matters relating to the sales of the Dos Rios properties and deems the sales necessary and proper as stated herein, and furthermore, allows that the deed(s) of conveyance executed and acknowledged by the proper officers of the City for the property(ies) shall be deemed prima facie evidence of compliance with the Charter, the laws of the City and State and the acts hereby and herewith ordained.

To the extent necessary or required the City Council consents to an amendment/extension of the Initial Closing date stated in the Agreement to the effective date of this Ordinance or no later than May 12, 2021.

With approval of the Ordinance the City Council of the City of Grand Junction authorizes, confirms and ratifies the sale of Lots 1,3,4,5 and 6 as will be re-platted and described to include the Inholdings Parcels, and Lots 7, 8 and 9 of the Riverfront at Dos Rios Filing Three on the terms stated in the Agreement, which terms include but are not limited to the payment of \$4,295,982.00 to the City all as provided in the Agreement and confirms and ratifies the sale of Lot 16 of the Riverfront at Dos Rios Filing One as provided in Resolution 34-19 and Mesa County Reception #2885042.

**FISCAL IMPACT:**

The City will realize payment for the sale of the Dos Rios properties as provided in the Agreement and documents relating to the sales.

**SUGGESTED MOTION:**

I move to introduce an ordinance authorizing and confirming the sale of real property located in the Riverfront at Dos Rios Subdivisions in the City of Grand Junction, Colorado and ratifying actions heretofore taken in connection therewith and set a public hearing for April 7, 2021.

**Attachments**

1. Ordinance - Dos Rios Sale

ORDINANCE NO. \_\_-21

AN ORDINANCE AUTHORIZING AND CONFIRMING THE SALE OF REAL PROPERTY LOCATED IN THE RIVERFRONT AT DOS RIOS SUBDIVISIONS IN THE CITY OF GRAND JUNCTION, COLORADO AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

All property in all filings of the Riverfront at Dos Rios subdivisions including Lot 16 Filing One, the Inholding Parcels (as the same will be finally described in the re-plat of Lot 6 of Filing Three of the Dos Rios subdivision as called for in the Third Amendment to the Purchase and Sale Agreement dated September 30, 2020, which amendment was ratified by City Council on March 3, 2020, shall together with First and Second Amendments be referred to as the "Agreement") and Lots 1,3,4,5,7,8 and 9 designated in the Agreement are neither used for nor held as park or for governmental purposes. Therefore, the sale of the property and all interests therein is within the discretion of the City Council.

The City Charter provides that the City Council has the power to sell certain real estate by ordinance or resolution; with this ordinance the City Council ratifies and confirms the authority of the City acting through the City Manager, consistent with the Charter and applicable law to sell and dispose of the Dos Rios property as provided in the Agreement and prior City Council motion(s), resolution(s) and action(s) taken by the City in furtherance of the sale of the property comprising the Riverfront at Dos Rios subdivisions ("Dos Rios.")

The City Council has considered all matters relating to the sales of the Dos Rios properties and deems the sales necessary and proper as stated herein, and furthermore, allows that the deed(s) of conveyance executed and acknowledged by the proper officers of the City for the property(ies) shall be deemed prima facie evidence of compliance with the Charter, the laws of the City and State and the acts hereby and herewith ordained.

To the extent necessary or required the City Council consents to an amendment/extension of the Initial Closing date stated in the Agreement to the effective date of this Ordinance or no later than May 12, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO THAT:

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction hereby authorizes, confirms and ratifies the sale of Lots 1,3,4,5 and 6 as will be re-platted and described to include the Inholdings Parcels, and Lots 7, 8 and 9 of the Riverfront at Dos Rios Filing Three on the terms stated in the Agreement, which terms include but are not limited to the payment of \$4,295,982.00 to the City all as provided in the Agreement.

2. Lines 6-24 of the foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction confirms and ratifies the sale of Lot 16 of the Riverfront at Dos Rios Filing One as provided in Resolution 34-19 and Mesa County Reception #2885042.

3. All actions heretofore taken by the officers, employees and agents of the City relating to the sale of the property(ies) described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved and confirmed.

4. The officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of deeds and such certificate(s) and documents as may be necessary or required to affect the intent and purposes hereof.

INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for April 7th 2021, this 17<sup>th</sup> day of March 2021.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this \_\_<sup>th</sup> day of April 2021.

\_\_\_\_\_  
C.E. "Duke" Wortmann  
President of the Council

ATTEST:

\_\_\_\_\_  
Wanda Winkelmann  
City Clerk





## Grand Junction City Council

### Regular Session

Item #2.b.i.

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**Meeting Date:** March 17, 2021

**Presented By:** Jace Hochwalt, Senior Planner

**Department:** Community Development

**Submitted By:** Jace Hochwalt, Senior Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Amending the Phasing Schedule and Patio Home Orientation and Setbacks of the Red Rocks Valley Planned Development Located at South Camp Road and Rock Valley Road and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

The Planning Commission heard this request at their March 9, 2021 meeting and voted (7-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicants, Conquest Homes LLC and Surf View Development Co., are requesting amendments to the Red Rocks Valley Planned Development. The original application for the Planned Development (PD) and Outline Development Plan (ODP) received City Council approval in July of 2007. The Applicant is unable to meet the deadline set by the previously approved phasing schedule and is therefore requesting an extension of the ODP that would provide for completion of the remaining phases of development by December 31, 2029. In addition to a phasing schedule extension, the Applicant is requesting amendments specific to the patio home area as defined in the original ODP. These requests include the allowance of some patio home lots to access perimeter streets, removal of the requirement for building footprints to be recorded for patio homes, and revisions and clarification to the patio home area setback requirements.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The subject property totals 138.97 acres and was originally annexed into the City limits in June of 2006 as the Fletcher Annexation. An Outline Development Plan (ODP) was subsequently submitted, and the property was zoned Planned Development (PD) in August of 2007 via Ordinance No. 4109 (see Exhibit 5). The zoning ordinance and approved ODP allowed for a total of 155 residential units, inclusive of detached single-family homes (on ½-acre lots or larger) and patio homes (which could be attached or detached units). The plat phasing schedule was separated out into five phases, with the fifth phase having a required completion date of March 2, 2017.

Following the approval of the Outline Development Plan, a Final Development Plan (FDP) was submitted in October of 2007 (City File Number FP-2007-319). The intent of this plan was to subdivide 98 of the originally proposed 155 residential lots, dedicate tracts and open space, and designate areas for “future development” for the 57 remaining allowable lots. This FDP was approved and platted in October of 2008 as the Red Rocks Valley Subdivision. Of the lots platted, 46 lots were designated for detached single family homes on large lots, while the other 52 units were designated as patio homes with specific building footprints.

Following plat approval, infrastructure began for the development, which included public and private roads, and utility lines and stubs. Infrastructure was completed by 2010, but due to the 2008 financial crisis, new home construction saw a sharp decline. Many of the developable lots transferred ownership between 2009 and 2011, and no new homes were constructed until 2012. Because of the delay in home construction and change in ownership, the original Planned Development ordinance approved in 2007 was amended in 2012 to extend the construction phasing schedule. The amended ordinance extended the phasing schedule for all remaining undeveloped phases of the Planned Development to March 1, 2022, and was recorded as Ordinance 4511 (see Exhibit 6).

From 2012 to present, all 46 of the lots for single family detached homes on ½-acre (or larger) lots have been built out. However, the 52 building footprints for the proposed patio homes, as indicated in the recorded FDP Site Plan, were nullified in 2014, at which time the designated patio home area was separated into four blocks (reflected in City File SSU-2014-45). In 2014, one of the four patio home blocks was replatted and built out (inclusive of 12 homes). However, the three remaining patio home blocks have not yet been replatted or built-out (which is inclusive of 40 homes). In addition, there are multiple other developable parcels within the Red Rocks Valley Subdivision that could be developed with an additional 57 residences on large lots, but have yet to be platted. Due to the economic downturn and market conditions following the original approval of the ODP, the Applicant is requesting that the phasing schedule for the remainder of the developable area be extended to December 31, 2029. In addition to the phasing extension request, the Applicant is requesting other amendments to the ODP. These additional amendments are listed below and will be further evaluated in

the Analysis section of this report.

1) Allowance of perimeter patio home lots to access perimeter streets instead of access being required from interior private roads (as reflected in Exhibit 2.7).

2) Remove requirement for building footprints to be recorded for the patio homes, and clarify/revise patio home setbacks.

At the time of the original ODP approval, the City Council determined that the public benefit was met due to the sizable amount of dedicated private and public open space (33.6% of the entire property), a needed housing mix inclusive of large lot single-family residential as well as patio homes, and the preservation of natural resources and habitat areas.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Planned Development Amendment request was held in-person on June 30, 2020 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant and City staff were present, along with approximately 20 area residents who attended the meeting. After the Applicant provided a presentation of the proposal, neighbors addressed their concerns related to reorientation of patio homes if access is allowed from perimeter streets, dust and weeds on the vacant parcels, expected construction timelines, and the potential of increased traffic and on-street parking within the subdivision.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on December 15, 2020. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on February 26, 2021. The notice of the Planning Commission public hearing was published on March 2, 2021 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

Pursuant to Section 21.02.150 (e) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) major amendment shall demonstrate conformance with all of the following:

a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies (Section 21.02.150(b)(2)(i));

The Red Rocks Valley ODP was approved in 2007, at which time the property was designated Residential Low (½ to 2 acres per dwelling unit) by the Growth Plan in



place at that time. The Residential Low designation allowed for R-E zone (one dwelling unit per 2 acres) at the low end and R-2 (2 dwelling units per acre) at the high end. At time of original approval, the ODP proposal was consistent with the Growth Plan by providing an overall density of 1.12 dwelling units per acre. The Applicant is not proposing increasing density from the originally approved ODP, which proposed a total of 155 residential units on the 139-acre property.

The Grand Valley Circulation Plan shows only South Camp Road, which is classified as a Major Collector, and is the sole access for the development. Since approval of the original ODP, local and private streets were designed and constructed per the TEDS (Transportation Engineering Design Standards) manual. As indicated in the original ODP, there is a "100-lot rule" in the TEDS manual that establishes that no more than 99 homes can be accessed by a single point of ingress/egress. As previously indicated, the original ODP proposed 155 total residential units, and would require an eventual second access upon the construction of the 100th unit. This was also indicated in Ordinance 4511 and will remain in effect with this amendment proposal.

Further, the Outline Development Plan request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a residential development conveniently located to services, a needed housing mix of small and large lot residential units, and the preservation of natural resources and habitat areas.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy B: Encourage mixed-use development and identification of locations for increased density.

Policy C: Increasing the capacity of housing developers to meet housing demand.

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.



Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

b) The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code (Section 21.02.150(b)(2)(ii));

(1) Subsequent events have invalidated the original premises and findings; and/or

The proposed amendments seek to allow perimeter patio home lots to access perimeter streets, remove the requirement for building footprints to be recorded for patio homes, and revision to the patio home area setback requirements as originally approved. These are requests by the Applicants, but no subsequent events have invalidated the original ODP premises and findings. As such, staff finds this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Since the approval of the original ODP ordinance in 2007 and the amended ordinance in 2012, the Red Rocks Valley subdivision has been constructed in phases with a large portion having been built out as of the date of this report. The character and condition of the area has not changed in a substantial way since original approval. As such, staff finds that this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject property is within an urbanized area of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses proposed within the PD. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Much of the infrastructure has already been constructed within the development. As such, staff finds that this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

While portions of the Red Rocks Valley Subdivision are suitable for immediate development (the patio home area in particular), there is ample developable/underdeveloped land for low density residential use within a mile of the subject site. Therefore, Staff finds this criterion has not been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

As indicated previously, ample infrastructure has already been constructed within the Red Rocks Valley Subdivision. The patio home area is suitable for immediate development, with roads and utilities in place. If the area is not platted before the ODP lapses in 2022, the Applicants will need to go through a new zoning and/or Planned Development submittal process, which the extension of the phasing schedule would relieve. In addition, the Applicant has determined that allowing exterior patio homes to have direct access from exterior public roads will alleviate access conflicts within the private interior streets. With that said, staff is unable to conclude that the community will derive additional benefits from these amendments as compared to the original ODP approval.

The subject property is zoned PD, which is a zone category based on specific design and is applied on a case-by-case basis. In 2007, City Council concluded that the original ODP conformed with the rezoning criteria of the Zoning and Development Code. While the proposed amendments do not meet all the rezoning criteria, staff has determined that one or more of the criteria have been met as previously described.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code (Section 21.02.150(b)(2)(iii));

Planned Development (PD) zoning should be utilized when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved. In 2007, City Council concluded that the original ODP conformed with the planned development requirements of the Zoning and Development Code. There is no proposed change in density for the development (1.12 units/acre), open space dedication (33.6% of the property), trails, street networks, or parking. The proposed amendments reflect changes in the development phasing schedule, removal of the requirement for recorded building footprints for patio homes, revisions and clarification to setbacks for patio homes, and the allowance of access to perimeter patio homes from public streets (instead of just the existing private roads).

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas.



The setback standards for the single-family homes on ½-acre (or larger) lots is consistent with the R-2 default zone: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure. The proposed amendments do not propose a deviation from the setbacks for these lots.

As indicated in the original ODP, setbacks for the patio home area are less than the default zone and were reduced because of the amount of common open space and the protection of the environmentally sensitive areas within the overall development. Per the originally approved ODP, a minimum 14-foot setback is required around the perimeter of the patio home area tract for the multi-purpose easement as well as a landscape buffer. No access will be obtained directly from these perimeter streets, and all access for the patio home area will be obtained from the interior private streets functioning more as a driveway than a street. A minimum front yard setback for garages is 20 feet. The principle structure front setback will be a minimum of 10-feet, measured from the back edge of the private street. The side setback between buildings is 10-feet, except for those units that are attached, and then a zero setback is allowed. A site plan shall be recorded to show the proposed building layout and further establish the setbacks that are proposed on the preliminary plan. The intent is for the patio home to be "the lot" surrounded by common open space, maintained by the HOA. No accessory structures will be allowed.

As indicated, the original intent of the patio homes was that they would be sold in fee simple where the footprints of the homes would act as the "lots", and the areas surrounding the homes would be landscaped and maintained by the HOA. The intent of the proposed amendments are to subdivide the patio home areas into separate lots that do not contain common space, other than previously approved trails. As such, the HOA will not be responsible for landscaping and maintenance, and that will fall on the individual property owners. The requirements and setback standards for the patio home area (known as the Red Rocks Patio Homes subdivision) are as follows: The front yard setback shall be a minimum of 20 feet for the garage portion of a principal structure and 14 feet for the remainder of the principal structure. Side and rear yard setbacks shall be a minimum of 3 feet from the property line, with a minimum setback of 10 feet from adjacent lot principal structures. No structures shall be placed within easements. No recorded site plans reflecting building footprints shall be required at time of final platting. No accessory structures will be allowed. Perimeter patio homes may take access from public roads including Rock Valley Road, Red Point Road, Trail Ridge Road, and Ruby Mountain Road. Driveway locations will be reviewed at time of planning clearance to determine proper driveway spacing.

While the patio home setbacks will remain generally similar to the original ODP and subsequent FDP approved plans, the primary changes involve the elimination of the

building footprint requirement, clarification and revision of setback dimensions, and the allowance for perimeter patio homes to take access off either the private streets or public perimeter streets. While this may change the orientation of some of the patio homes as originally approved, staff is of the same conclusion as the original ODP, in that the clustering of the patio home area and reduction of setbacks are allowed to be less than the default zone because of the amount of common open space and the protection of the environmentally sensitive areas. In addition, the buildout of Red Rocks Homes Filing 1 has demonstrated that patio home buildings can be safely designed and that the design is compatible with the lesser setbacks. In conclusion, staff supports the proposed amendments to setback standards and finds this criterion has been met.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone.

This criterion was found to be met with the original ODP approval, and there are no proposed changes to areas or percentage of open space with the proposed amendments. For reference, the proposed open space is approximately 33.6% of the total development. As such, staff finds this criterion has been met.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i).

This criterion was found to be met with the original ODP approval, and there are no proposed changes to fencing/screening with the proposed amendments. Due to the natural site features, no perimeter fencing is required with this subdivision since the density and intensity of the surrounding subdivisions are similar, and in places it would be very difficult to install or would not serve a purpose. As such, staff finds this criterion has been met.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

Landscaping on individual single-family lots will be done by the homeowner with approval from the HOA, subject to easements for maintenance of slopes and berms in the sensitive areas. The originally approved ODP provides the required landscape buffer along South Camp Road and pedestrian trail per the Urban Trails Master Plan. Since the patio home area was originally designed for building footprints to act as "lots", the original ODP reflected that open space within the patio home area be landscaped and maintained by the HOA. The proposed amendments seek to eliminate building footprint requirements, and as such, landscaping on individual patio home lots will be done by the homeowner with the approval of the HOA. The proposed amendments do not create compliance issues with the landscaping code, and therefore staff finds this criterion has been met.



(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050.

This criterion was found to be met with the original ODP approval, and there are no proposed changes to parking with the proposed amendments. Parking will be provided in accordance with the Code, and as such, staff finds this criterion has been met.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

The originally approved ODP provided adequate vehicle circulation throughout the proposed development by taking advantage of the TEDS manual using the alternative street standards and use of private streets. Currently, the primary access to the development is directly off South Camp Road, via Rock Valley Road. Road infrastructure as approved from the Final Development Plan in 2008 has been constructed. Future development areas will require a Final Development Plan submittal in which proposed roads will meet all City Standards, and/or alternative street designs will require future approval. The proposed amendments provide no revisions to streets, alleys, or easements. The only modification with regard to access is that perimeter patio home lots will have the option of having driveways which access the public streets which they front (see Exhibit 2.7). The perimeter and interior roads for the patio homes area have already been approved and constructed, and staff has determined that the access revision request for the patio homes will not be detrimental to the overall circulation and design of the development. As such, staff finds this criterion has been met.

In conclusion, the proposed amendments do not invalidate the original ODP approval and long-term community benefits provided therein. Staff finds that the planned development requirements of Section 21.05 of the Zoning and Development Code are met.

d) The applicable corridor guidelines and other overlay districts in the Grand Junction Municipal Titles 23, 24, and 25 (Section 21.02.150(b)(2)(iv));

There are no corridor guidelines or overlay district that are applicable for this development, nor was there at the time of the original ODP approval. As such, staff finds this criterion has been met.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development (Section 21.02.150(b)(2)(v));

Existing public and community facilities and services are available to the property and are sufficient to serve the residential uses allowed in the PD zone district. Many of

these services have already been extended throughout the development. This criterion was found to be met in the original ODP approval, and the proposed amendments provide no impacts on public services and facilities for the property. As such, staff finds this criterion has been met.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi));

The originally approved ODP provided adequate vehicle circulation throughout the proposed development by taking advantage of the TEDS manual using the alternative street standards and use of private streets. Currently, the primary access to the development is directly off South Camp Road, via Rock Valley Road. Road infrastructure as approved from the Final Development Plan in 2008 has been constructed.

For the purpose of this amendment, changes to access and circulation are being proposed only as it relates to the patio home area. As approved in the original ODP, all patio homes were to be directly accessed via the private streets (inclusive of Red Vista Court, Red Vale Court, Red Wash Court, and Rocky Knoll Court). These private streets have a right-of-way width of 25 feet, which is narrower than the public perimeter streets (40 feet in width). The Applicant is requesting that perimeter patio home lots, as identified in Exhibit 2.7, be allowed to have direct access from the perimeter public streets (inclusive of Rock Valley Road, Ruby Mountain Road, Trail Ridge Road, and Red Point Road). The Applicant is requesting this amendment because of the noted increase in congestion on Red Vista Court, which is the private street that serves the 12 patio homes constructed as part of Red Rocks Patio Homes Filing 1. Within that subdivision, all patio homes were constructed between 2015 and 2016, and they all have access solely via the private street known as Red Vista Court. The narrow nature of the private streets in conjunction with the density of the patio home area has caused congestion for residents. Additionally, while “on-street” parking is not allowed on the private streets, it does happen on occasion, which causes more congestion issues.

The Applicant also states that from an aesthetic standpoint, the future perimeter patio homes will fit in better with the neighborhood if they access the public streets, as all the large lot single-family residences already constructed have direct access to the public streets. In conclusion, staff supports the Applicant’s request for revised access to perimeter patio homes. Driveway locations will be reviewed at time of planning clearance to confirm spacing requirements from intersections and other driveways meet development standards. As such, staff finds this criterion has been met.

g) Appropriate screening and buffering of adjacent property and uses shall be provided (Section 21.02.150(b)(2)(vii));



This criterion was found to be met with the original ODP approval, and there are no proposed changes to screening and buffering with the proposed amendments. Along the eastern most portion of the property is an extensive open space area that provides as a natural buffer. The northern most portion of the project abuts the Redlands Mesa Golf Course, therefore no screening or buffering is required. The western portion of the development abuts large-lot residential properties and there are no screening or buffering requirements for residential districts that adjoin other residential districts. As such, staff finds this criterion has been met.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii));

This criterion was found to be met with the original ODP approval, and there are no proposed changes to density standards due to the proposed amendments. The density for the overall development is 1.12 dwelling units per acre (155 residential units on 138.97 acres). The patio home area density, which is 9.66 acres, will be 5.38 dwelling units per acre (7.0% of the site). The single-family residential area consists of 55.91 acres, with a density of 0.80 dwelling units per acre (40.2% of the site). The open space area equals 46.69 acres (33.6%). Public right-of-way consists of 10.04 acres (7.2%). The remainder of the site, placed in tracts for various uses, equals 16.67 acres or 12.0% of the site. As such, staff finds this criterion has been met.

i) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;

As indicated in the original ODP, 155 residential units are allowed for the property, comprising 103 single-family residential lots with a size of ½ acre or larger, and 52 attached or detached patio homes. The default standard for the single-family residential areas on ½-acre lots is that of the R-2 zoning district. The front setback is 20-feet for the principle structure and 25-feet for an accessory structure. Side setbacks are 15-feet for the principle structure and 3-feet for accessory structures. The rear setback is 30-feet for the principle structure and 3-feet for an accessory structure. The proposed amendments have no impact on the setbacks of these ½-acre lots.

The proposed amendments do impact the patio home area. The original intent of the patio homes was that they would be sold in fee simple where the footprints of the homes would act as the "lots", and the areas surrounding the homes would be landscaped and maintained by the HOA. The intent of the proposed amendments is to subdivide the patio home area into separate lots that do not contain common space, other than previously approved trails. Because the building footprint requirement is proposed to be eliminated, the setbacks must be clarified. As such, the requirements and setback standards for the patio home area is as follows: The front yard setback shall be a minimum of 20 feet for the garage portion of a principal structure and 14 feet

for the remainder of the principal structure. Side and rear yard setbacks shall be a minimum of 3 feet from the property line, with a minimum setback of 10 feet from adjacent lot principal structures. No structures shall be placed within easements. No recorded site plans reflecting building footprints shall be required at time of final platting. No accessory structures will be allowed. Perimeter patio homes may take access from public roads including Rock Valley Road, Red Point Road, Trail Ridge Road, and Ruby Mountain Road. Driveway locations will be reviewed at time of planning clearance to determine proper driveway spacing.

Staff supports the amendments as proposed. The patio home setbacks will remain generally similar to the original ODP and subsequent FDP approved plans, and staff has determined that the setbacks for the patio home area are appropriate because of the amount of common open space and the protection of the environmentally sensitive areas, and that the patio home buildings can be safely designed and that the design is compatible with the lesser setbacks. In conclusion, staff finds this criterion has been met.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(x));

In accordance with the Zoning and Development Code, a development phasing schedule may be set for greater than one year, but not more than 10 years pursuant to Section 21.02.080(n)(2). The Applicant's request to allow the remainder of the development to be completed by December 31, 2029 is consistent with the Code in regard to requisite timeframes for the overall project. As such, staff finds this criterion has been met.

In addition, Section 21.02.080 (n)(2)(i) states that the decision-making body may extend any deadline if the applicant demonstrates why the original effective period or development phasing schedule was not sufficient and cannot be met. The decision-making body shall consider when deciding to extend or change any deadlines if development regulations have materially changed so as to render the project inconsistent with the regulations prevailing at the time the extension would expire. The Applicants have remained active in the pursuit of completing the Planned Development, however, changes in ownership of developable areas has caused delays, and up until recently, completing the project has not been economically viable due to the past market conditions. The Applicants remain optimistic given current market conditions and indicators that the development could be completed by December 31, 2029, which is the requested extension date.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the request to amend the Red Rocks Valley Outline Development Plan, PLD-2020-693, located at South Camp Road and Rock Valley Road, the following



findings of fact have been made:

1. The Planned Development is in accordance with Section 21.02.150 (e) and all criteria in Section 21.02.150 (b) (2) and of the Grand Junction Zoning and Development Code.
2. Pursuant to Section 21.05.010, the Planned Development has been found to have long term community benefits including:
  - a. A greater quality and quantity of public and/or private open space.
  - b. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.
3. Pursuant to 21.05.040(f) Development Standards exceptions to setbacks; buildings can be safely designed to be compatible with lesser setbacks.
4. Pursuant to 21.05.040(g) Deviation from Development Default Standards, it has been found to provide amenities in excess in what would otherwise be required by the code.
5. The requested phasing schedule is in compliance with Section 21.02.080(n)(2) of the Zoning and Development Code.
6. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.

Therefore, the Planning Commission recommends approval of the requested amendment.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to introduce an ordinance amending Ordinance No. 4109 & 4511 for the Red Rocks Valley Planned Development residential subdivision revising the proposed phasing schedule and clarifying setbacks and allowed access for the patio home area located adjacent to South Camp Road and Rock Valley Road and set a public hearing for April 7, 2021.

**Attachments**

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Maps and Exhibits

3. Exhibit 3 - Neighborhood Meeting Documentation
4. Exhibit 4 - Public Comment Received
5. Exhibit 5 - Ordinance 4109 (2007)
6. Exhibit 6 - Ordinance 4511 (2012)
7. Exhibit 7 - ODP Staff Report and Documentation 2007
8. Exhibit 8 - Planning Commission Minutes - 2021 - March 9 - Draft
9. Exhibit 9 - Amended Ordinance (DRAFT)

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: MAJOR SUBDIVISION + PLANNED DEVELOPMENT AMENDMENT

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location: 2280 RED WASH CT

Site Acreage: 2.13 AC.

Site Tax No(s): 2945-194-36-002

Site Zoning: PD

Project Description: RED ROCKS HOMES FILING 2 (13 PATIO HOME LOTS)

### Property Owner Information

Name: CONQUEST HOMES LLC

Street Address: 1111 S. 12TH ST

City/State/Zip: GJ, CO 81501

Business Phone #: 970-243-1242

E-Mail: dc@conquestgj.com

Fax #:

Contact Person: Darren Caldwell

Contact Phone #: 970-906-5359

### Applicant Information

Name: Same as Owner

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

### Representative Information

Name: ROLLAND CONSULTING ENR.

Street Address: 405 RIDGES BLVD

City/State/Zip: GJ, CO 81507

Business Phone #: 970-243-8300

E-Mail: eric@rcegj.com

Fax #: 970-241-1273

Contact Person: Eric Sliven

Contact Phone #: 970-243-8300

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

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

Signature of Person Completing the Application Eric Sliven

Date 2/18/20

Signature of Legal Property Owner Darren Caldwell

Date 2/25/20

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Planned Development Amendment

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

## Property Information

Site Location: Redlands Red Rocks Valley subdivision

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

## Property Owner Information

Name: Surf View Dev. Co.

Street Address: PO Box 821

City/State/Zip: Rancho Santa Fe, Ca 92067

Business Phone #: 858-756-6253

E-Mail: fletcherdlsg@gmail.com

Fax #:

Contact Person: David Fletcher

Contact Phone #: 858-756-6253

## Applicant Information

Name: Surf View Developmt Co

Street Address: PO Box 821

City/State/Zip: Rancho Santa Fe, Ca 92067

Business Phone #: 858-756-6253

E-Mail: fletcherdlsg@gmail.com

Fax #:

Contact Person: David Fletcher

Contact Phone #: 858-756-6253

## Representative Information

Name: David Fletcher

Street Address: PO Box 2243

City/State/Zip: Rancho Santa Fe, Ca 92067

Business Phone #: 858-756-6253

E-Mail: fletcherdlsg@gmail.com

Fax #:

Contact Person: David Fletcher

Contact Phone #: 858-756-6253

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

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

Signature of Person Completing the Application

David L Fletcher

Date

2/25/21

Signature of Legal Property Owner

Surf View Developmt Co David L Fletcher  
president

Date

2/25/21



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) CONQUEST HOMES, LLC ("Entity") is the owner of the following property:

(b) Blocks 2, 3 and 4, Red Rocks Patio Homes

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.


☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Final Development Plan (Subdivision) & Planned Development Amendment  
I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) NONE

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: 

Printed name of person signing: Darren Caldwell

State of Colorado )

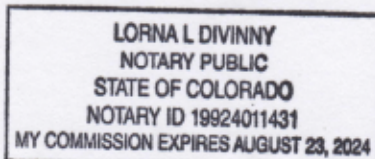
County of Mesa ) ss.

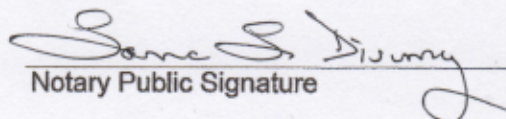
Subscribed and sworn to before me on this 4<sup>th</sup> day of December, 20 20

by Darren Caldwell

Witness my hand and seal.

My Notary Commission expires on 8-23-2024



  
Notary Public Signature



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Surf View Development Co. ("Entity") is the owner of the following property:

(b) \_\_\_\_\_

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) President for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☐ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

\_\_\_\_\_

☐ The Entity is the sole owner of the property.

☒ The Entity owns the property with other(s). The other owners of the property are:

Eugene B. Fletcher, Jr. and Grant Lee Fletcher

On behalf of Entity, I have reviewed the application for the (d) \_\_\_\_\_

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) \_\_\_\_\_

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: David Lee Fletcher

Printed name of person signing: David Lee Fletcher

State of CALIFORNIA )

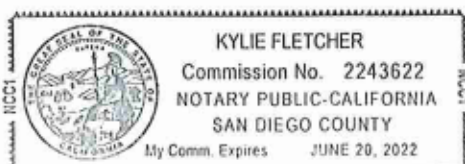
County of San Diego ) ss.

Subscribed and sworn to before me on this 10<sup>th</sup> day of FEBRUARY, 20 21

by David Lee Fletcher

Witness my hand and seal.

My Notary Commission expires on 6/20/2022



Kylie Fletcher  
Notary Public Signature

RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:

Benjamin P. Parrott, Esq.  
Campbell Killin Brittan & Ray, LLC  
270 Saint Paul Street, Suite 200  
Denver, Colorado 80206

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made as of November 16, 2015, between RED ROCKS REAL ESTATE PARTNERS, LLC, a Colorado limited liability company ("**Grantor**"), CONQUEST HOMES, LLC, a Colorado limited liability company, whose legal address is 1111 South 12th Street, Grand Junction, Colorado 81501 ("**Grantee**").

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the Mesa County, State of Colorado, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all and singular the rights, tenements, hereditaments, easements, appendages, ways, privileges and appurtenances, if any, thereto belonging, or in anyway 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 Grantor, either in law or equity, of, in and to the Real Estate (the "**Real Estate**"), subject to all matters of record.

**TO HAVE AND TO HOLD** the said Real Estate above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Real Estate in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming or to claim the whole or any part thereof by, through or under Grantor, except for all matters of record.

**IN WITNESS WHEREOF**, this Special Warranty Deed is executed by Grantor the day and year first above written.

**GRANTOR:**

RED ROCKS REAL ESTATE PARTNERS, LLC,  
a Colorado limited liability company

By:



Mike Serra III, Authorized Signatory





**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

**LEGAL DESCRIPTION**

Blocks 2, 3 and 4,  
Red Rocks Patio Homes,  
in the City of Grand Junction,  
County of Mesa,  
State of Colorado.

## PUBLIC TRUSTEE'S CONFIRMATION DEED

(C.R.S. 38-38-502)

### Public Trustee's Foreclosure #2011-0573

**This Deed** is made 11/23/2011, between the Public Trustee, of Mesa County, State of Colorado, and **SURF VIEW DEVELOPMENT CO**, Grantee, the holder of the Certificate of Purchase, whose legal address is P.O. BOX 821, RANCHO SANTA FE, CA 92067-0821.

WHEREAS, **REDLANDS VALLEY CACHE LLC**, did by Deed of Trust dated 4/10/2007, and recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado, on 4/16/2007, at Reception No. 2374901, Book 4400, Page 305, convey to the Public Trustee, in Trust, the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust, and **WHEREAS**, a violation was made in certain of the terms and covenants of said Deed of Trust as shown by the Notice of Election and Demand for Sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said Deed of Trust; Combined Notice of Sale and Right to Cure and Redeem was given as required by law; said property was sold according to said Combined Notice; and a Certificate of Purchase thereof was made and recorded in the office of the Mesa County Clerk and Recorder, and

**WHEREAS**, all periods of redemption have expired.

**NOW, THEREFORE**, the Public Trustee, pursuant to the power and authority vested by law and by the said Deed of Trust, confirms the foreclosure sale and sells and conveys to Grantee the following described property located in the County of Mesa, State of Colorado, to-wit:

**TRACT J; TRACT N; LOT AA IN BLOCK 2; LOT BB IN BLOCK 2; LOT CC IN BLOCK 6; BLOCK 7, ALL IN RED ROCKS VALLEY;  
BLOCK E AND BLOCK F IN MONUMENT VALLEY SUBDIVISION, ALL IN COUNTY OF MESA, STATE OF COLORADO.**

**TO HAVE AND TO HOLD** the same, with all appurtenances, forever.

Executed 11/23/2011.

PAUL N. BROWN  
Public Trustee, Mesa County  
State of Colorado

By: *Sharon Ener*  
Sharon Ener  
Chief Deputy Public Trustee



Consideration: \$3,754,850.21



**PUBLIC TRUSTEE'S CERTIFICATE OF PURCHASE**  
**PT# 2011-0573**

I, the undersigned Public Trustee, certify that pursuant to the power and authority vested in me by law and by the Deed of Trust described as follows:

Original Grantor	REDLANDS VALLEY CACHE LLC
Original Beneficiary	SURF VIEW DEVELOPMENT CO.
Current Beneficiary	SURF VIEW DEVELOPMENT CO
Date of Deed of Trust	4/10/2007
Recording Date of Deed of Trust	4/16/2007
Recorded in Mesa County	Reception No. 2374901 Book 4400 Page 305
Original Principal Amount	\$5,183,805.00
Outstanding Balance	\$3,339,964.38

AND, upon notice of election and demand being filed with me and recorded in Mesa County on:

**7/1/2011, at Reception No. 2577336**

Pursuant to §38-38-103, I first mailed a Combined Notice of Sale, Right to Cure, and Right to Redeem to the original grantor(s) of said Deed of Trust and to any persons required to be notified by C.R.S. §38-38-103, §38-38-104, §38-38-302, §38-38-303, and §38-38-305. I further published the Combined Notice of Sale, Right to Cure, and Right to Redeem in **The Daily Sentinel**, a newspaper of general circulation in said **Mesa County**, as prescribed by law.

AND, on **November 2, 2011, at 10:00 a.m.**, the date and time to which said sale was duly continued, I exposed to public sale the property situated in Mesa County, State of Colorado, described as follows:

**TRACT J; TRACT N; LOT AA IN BLOCK 2; LOT BB IN BLOCK 2; LOT CC IN BLOCK 6; BLOCK 7, ALL IN RED ROCKS VALLEY;  
BLOCK E AND BLOCK F IN MONUMENT VALLEY SUBDIVISION, ALL IN COUNTY OF MESA, STATE OF COLORADO.**


At said sale, **SURF VIEW DEVELOPMENT CO**, Purchaser, whose legal address is, **P.O. BOX 821, RANCHO SANTA FE, CA 92067-0821**, bid the sum **\$3,754,850.21** for said property. Being the highest and best bid received therefor, the said property was struck off and sold to the said Purchaser. Unless a redemption is made, the said Purchaser or assignee of the Certificate of Purchase shall be entitled to a confirmation deed for said property at the end of all redemption periods allowed by law to all subsequent lienors, and other persons entitled to redeem.

The following documents are attached to and made a part of this Certificate of Purchase:

1. Copy of the executed Order Authorizing Sale
2. Mailing List(s) submitted to the public trustee for this foreclosure.

Executed on November 9, 2011.

Paul N. Brown  
Public Trustee, Mesa County  
State of Colorado

By:   
Sharon Ener  
Chief Deputy Public Trustee



When Recorded Return to:

SURF VIEW DEVELOPMENT CO

BOARD OF DIRECTORS MEETING JUNE 9, 2016

8:15 AM CALL TO ORDER BY PRESIDENT DAVID FLETCHER

GRANT FLETCHER , EUGENE FLETCHER IN ATTENDANCE

AGENDA

REPLACEMENT OF ADMINISTRATIVE ASSISTANT

JANICE GROSSE HAS RETIRED HER POSITION AND WE ARE INTERVIEWING SUMMER LONERGAN

FOR HER POSITION

ALL AGREE ON HIRING SUMMER. JANICE AGREED TO TRAIN IN HER POSITION.

SHE WILL BE COMPENSATED AT THE RATE OF \$ 40.00 PER HOUR AND SURFVIEW WILL 1099 HER FOR TAX PURPOSES

OTHER DISCUSSION INCLUDED BEACH HOUSE REMODEL AND PERSONAL LOANS TO SURFVIEW AS NEEDED.

DAVID TO CHECK ON ELIMINATION OF MONTH FEES FROM CONSIDINE & CONSIDINE

DAVID TO ELIMINATE WATER SHARES IN COLORADO

GENE TO TAKE CARE OF BEACH HOUSE REMODEL PROJECT.

NEXT MEETING SCHEDULED FOR NOVEMBER 15 2016 FOR SURFVIEW EVALUATION

MEETING ADJOURNED AT 9:30 AM

GRANT FLETCHER

SECRETARY



405 RIDGES BOULEVARD, SUITE A  
GRAND JUNCTION, COLORADO 81507  
Phone: (970) 243-8300 • Fax (970) 241-1273  
email: rce@rcegj.com

February 18, 2020

Jace Hochwalt, Associate Planner  
City of Grand Junction  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Re: Request to Amend the Red Rocks Valley PD

On the behalf of Conquest Homes LLC, the following Amendments to Red Rocks Valley PD are being requested: 1) extension of the Final Plat deadline of the remaining phases and 2) removing the requirement that the Patio Homes obtain access from only the interior private streets.

1) Extend Final Plat Deadline

Conquest Homes LLC purchased the remaining three Blocks for Patio Home development, platted as Blocks 2, 3 and 4, Red Rocks Patio Homes (A Replat of Block 5 Red Rocks Valley). Conquest Homes LLC intends of building the remaining 40 Patio Homes in three filings over the next six years. Conquest Homes LLC has had a shortened development time since they purchased the lots later than the initial development. The Current Deadline to Plat all remaining phases is March 1, 2022. Since purchase, Conquest Homes LLC has remained active in the pursuit of this development. We reviewed site and engineering plans with the Planning Department to assure all elements of the project meet current criteria. We have revised and updated both exterior and interior elements of the housing units to meet current market preferences and demands. Conquest Homes remains committed to creating a quality patio homes in this planned subdivision that will improve and enhance the neighborhood and community.

We request that the deadline for recording the Final Plat of Remaining Phases to be December 31, 2029. It is our understanding that this extended deadline would also apply to Block 2, Lot AA, Tract N and Lot BB, Block 6, Lot CC and Block 7, Red Rocks Valley.

2) Driveway Access to Patio Homes

The original Red Rocks Valley PD states that the Patio Homes driveway access shall be from the interior Private Streets. Conquest Homes LLC request that the Patio Home Lots, being proposed in Blocks 2, 3 and 4 of Red Rocks Patio Homes (to be Platted as Red Rocks Homes Filings 2, 3 and 4) that are adjacent to the public Roads, have the option of having the driveways access those public roads. Using the Lot numbers and Filing sequence with the companion subdivision submittal for Red Rocks Homes Filing 2, 3 and 4, the lots to be considered with this request are Lots 13, 14, 15, 16, 24 and 25 in Homes Filing 2, Lots 26, 35, 36,



37, 38, 39 and 40 in Filing 3 and Lots 41, 42, 43, 44, 50, 51 and 52 in Filing 4. The actual Lot numbers and Filing order may change, so the Lots pertaining to this request are shown on the attached exhibit.

Reasons for this request follow:

- The three filings addressed in this report are all part of a greater development – Red Rocks Valley
- The first filing has all the lots in that filing (12 lots) accessed from the private road Red Vista Court.
- The private Roads, Red Vista Court, Red Wash Court, Rocky Knoll Court and Red Vale Court are narrower than the public access roads.
- As the homes accessed from Red Vista Court have been built out it has become apparent that there is considerable congestion along that private road. At most times, this congestion would present a safety issue for any first responders to the homes in the neighborhood which access Red Vista Court. Building the remaining homes with private access will only exacerbate the problem.
- If the access for the listed lots were transferred to the public access roads, it would cut the congestion for the remaining lots to be accessed from the private roads considerably, which in effect would provide greater safety for all the lots in Filings 2, 3 and 4.
- Transfer of access for the listed lots would not add sufficient traffic to the public roads to cause concern for the activity on those roads.
- All of the other homes located in the “master” subdivision that are along those public roads access from the public roads; and from an aesthetic concern, having those few homes that have been built out along the public road not access from the public road looks out of place. More homes built in this fashion will not correct the aesthetic issues, it will compound the irregular appearance for the overall subdivision.

Please submit this request for the extension of the Final Plat deadline and alternate driveway access to the Planning Commission and City Council for review and approval of this request. Should you have further questions or concerns or require additional information, please do not hesitate to contact me or Darren Caldwell.

Respectfully Submitted,



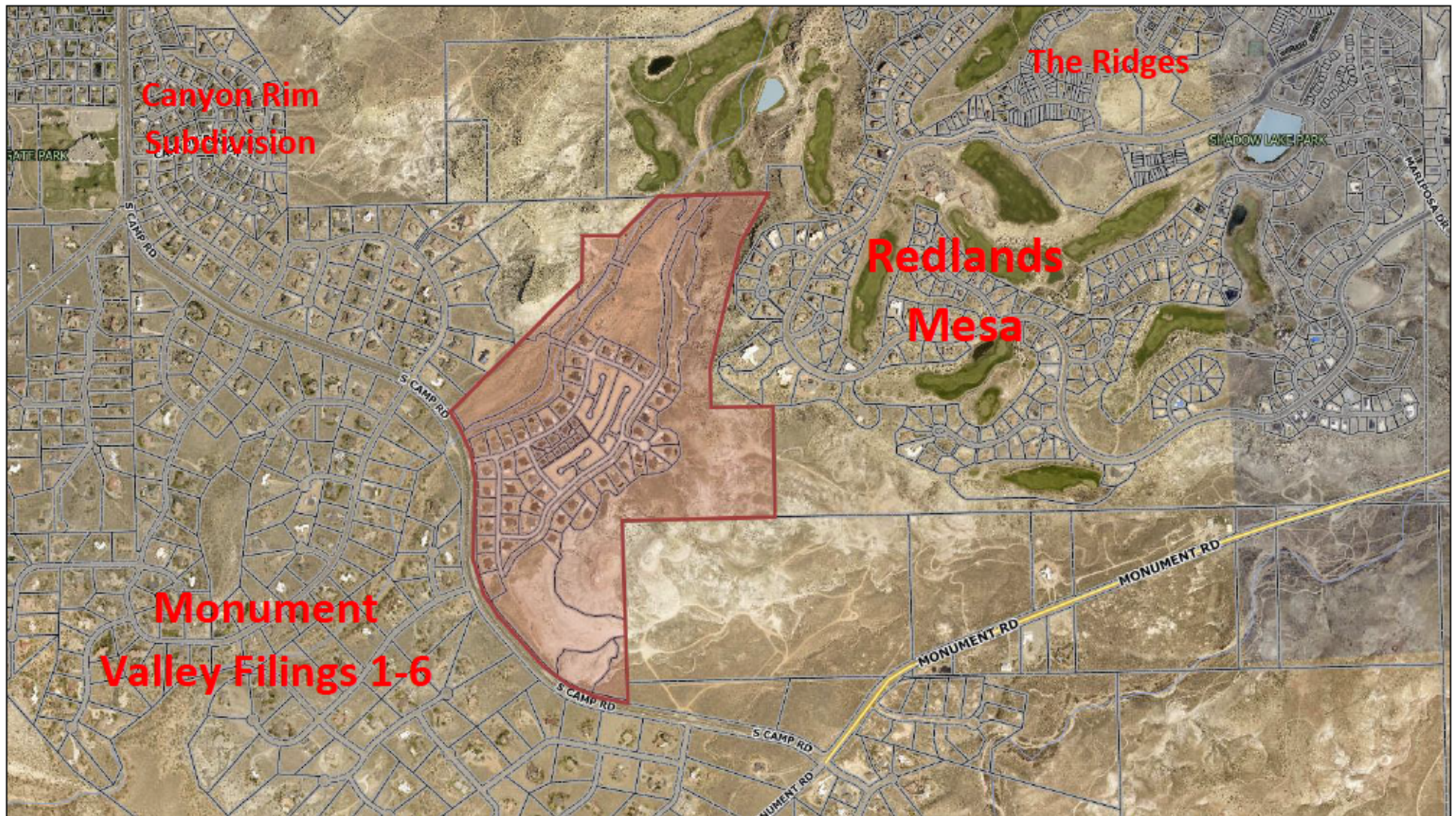
Eric S. Slivon, P.E  
Rolland Consulting Engineers, LLC

For:  
Darren Caldwell, Manager  
Conquest Homes LLC



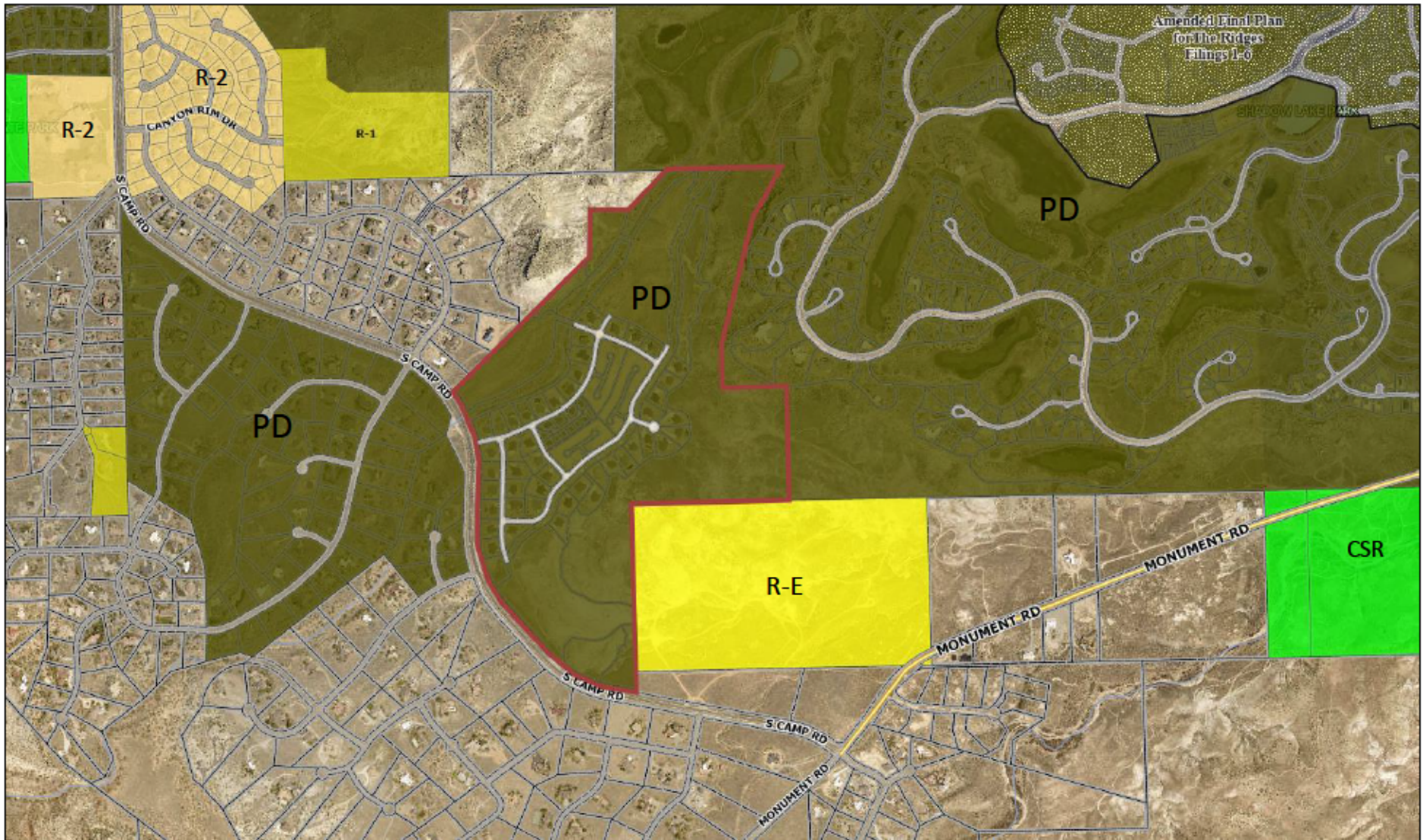


Vicinity Map (Exhibit 2.1)



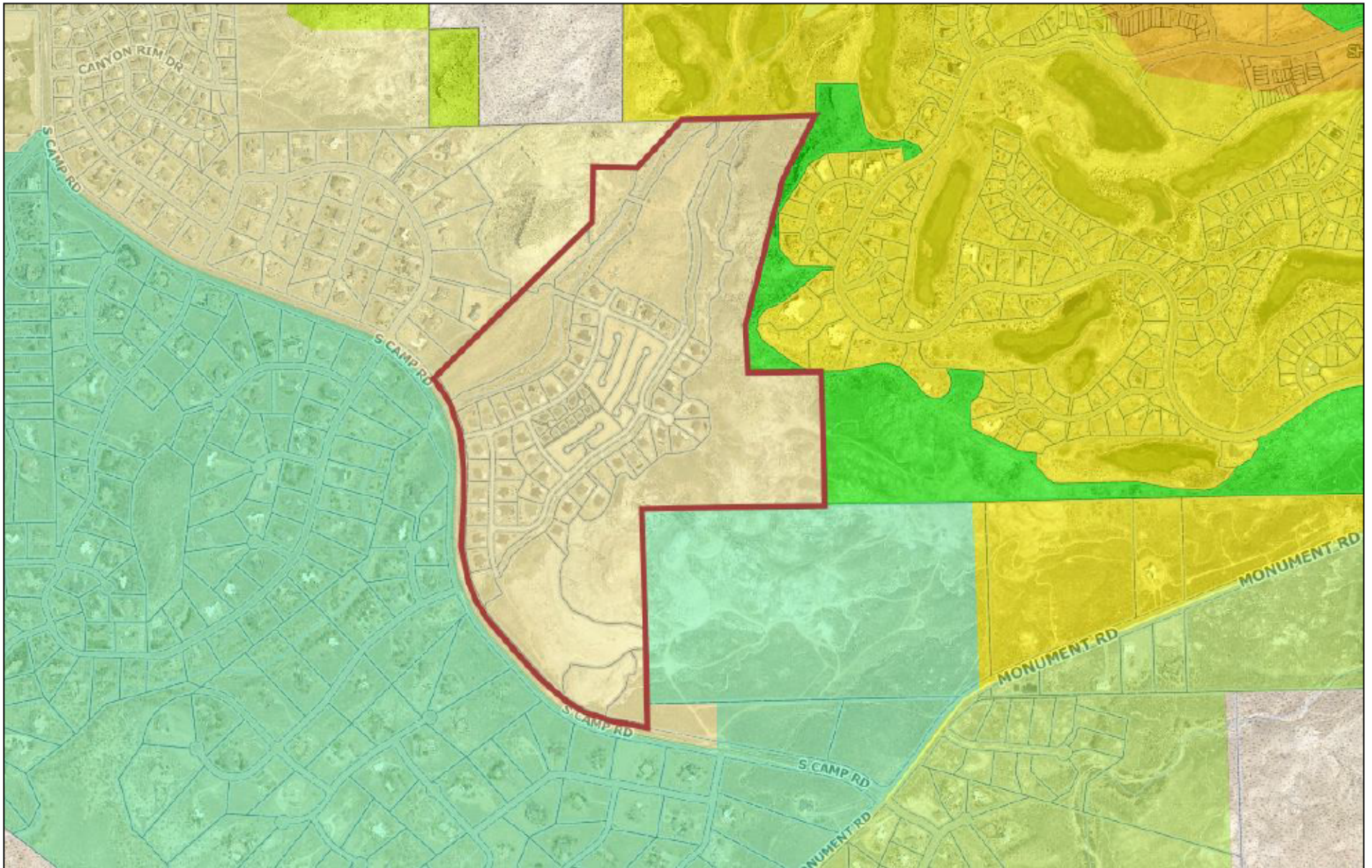


**Zoning Map (Exhibit 2.2)**



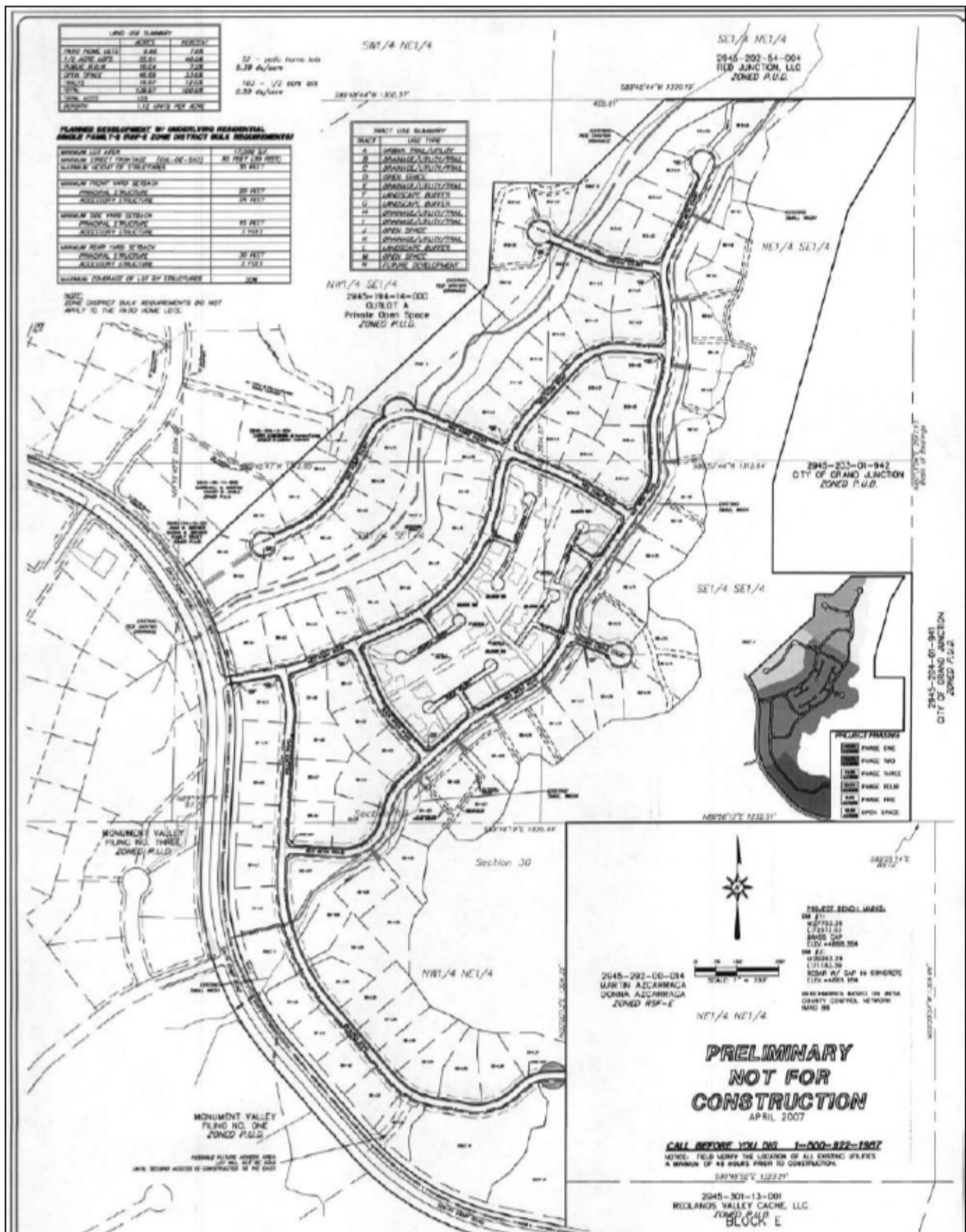


**Future Land Use Map - 2010 (Exhibit 2.3)**



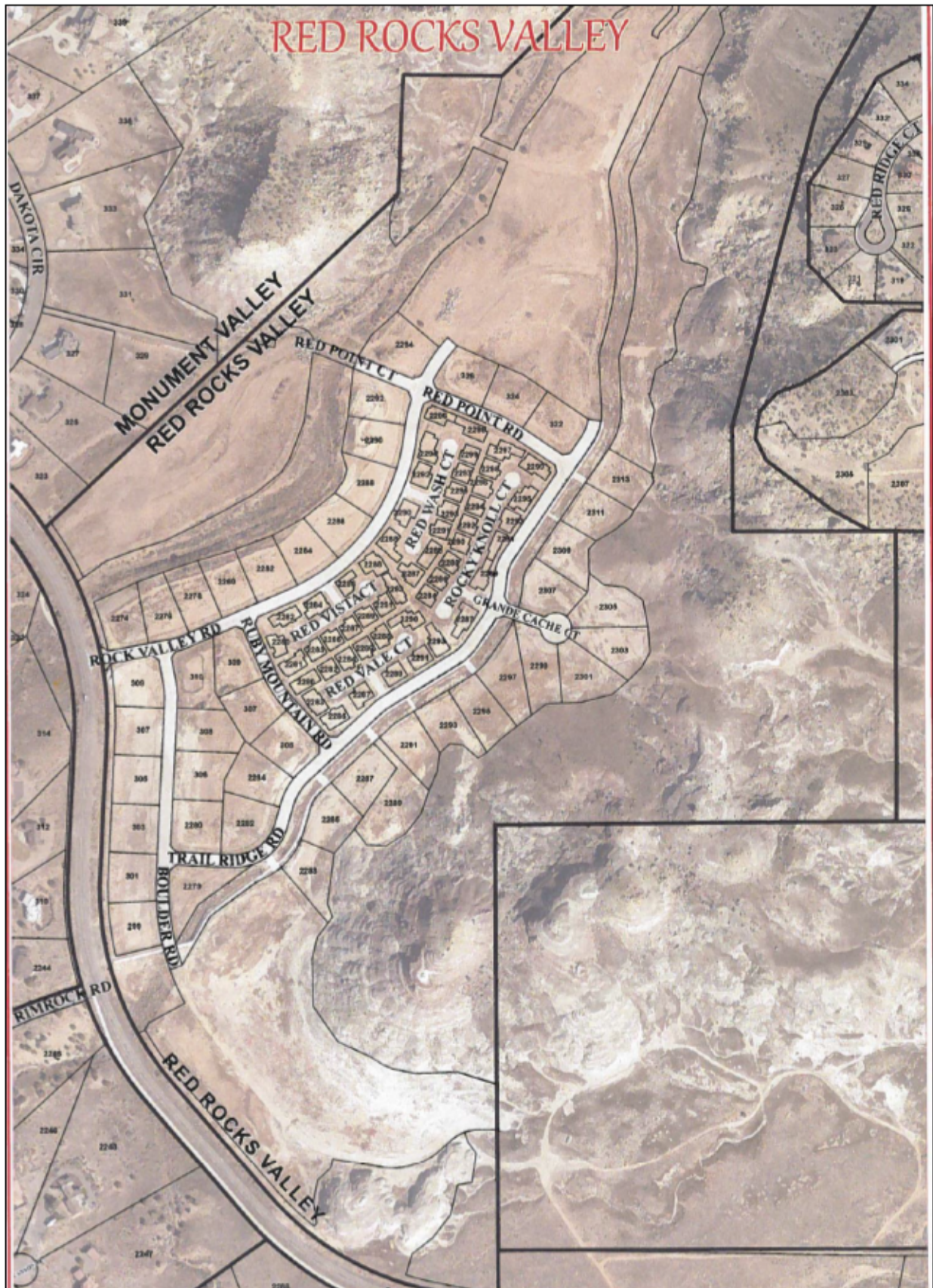


# Outline Development Plan - Site Plan Approved in 2007 (Exhibit 2.4)



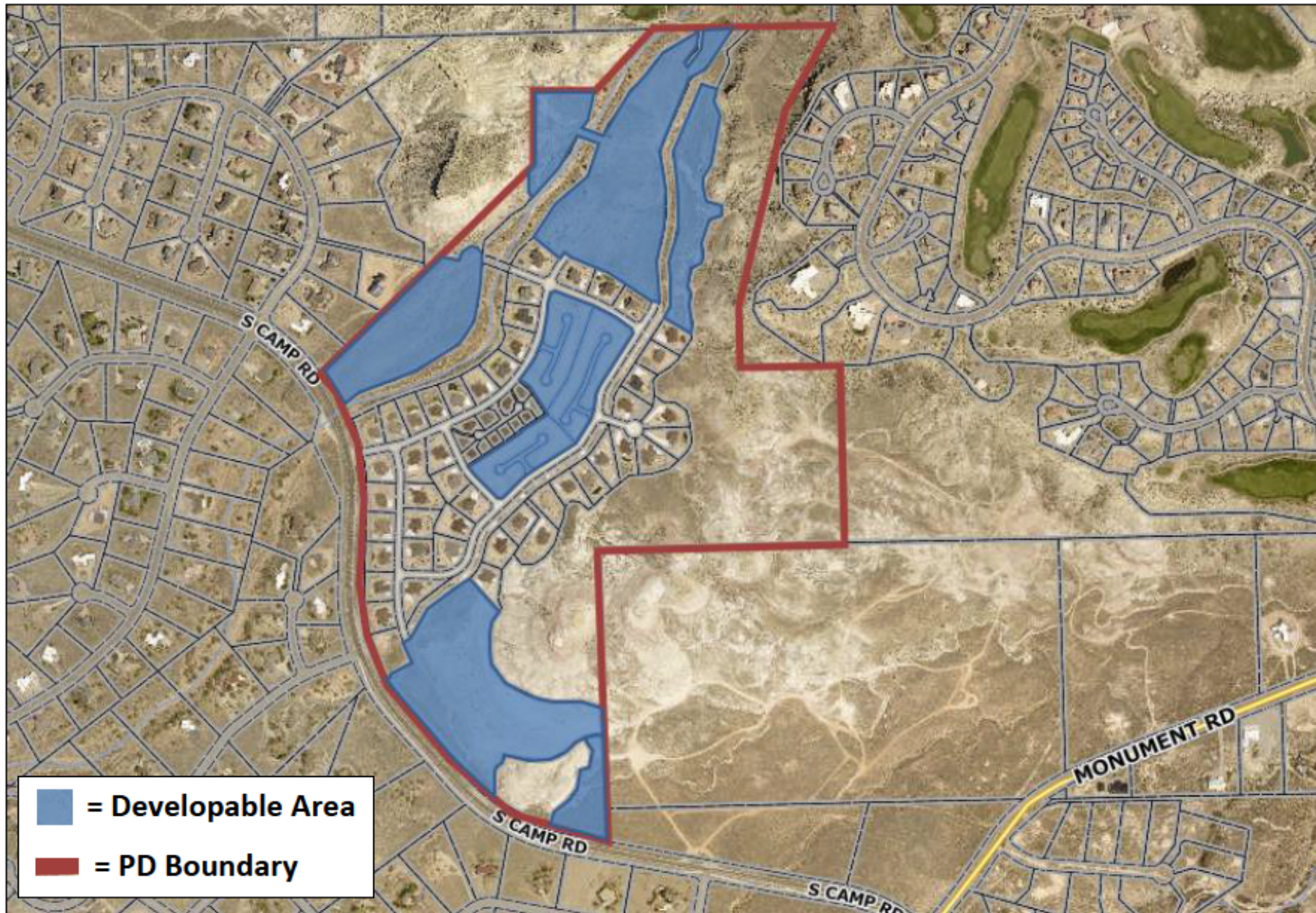


**Final Development Plan - Site Plan Approved in 2008 (Exhibit 2.5)**





**Development Boundary/Remaining Developable Area (Exhibit 2.6)**



## Alternative Patio Home Driveway Illustration (Exhibit 2.7)





**You are invited:**

What: Neighborhood Meeting

When: June 30, 2020

Where: Red Rocks Homes, On Site (2280 Red Vale Court, see map below)

Conquest Homes, LLC has prepared a Development Application for the Major Subdivision of Red Rocks Homes Filing 2, containing 13 Patio Home lots. Development plans also include preliminary plans for Red Rocks Homes Filing 3 and 4, containing 15 and 12 Patio Home lots, respectively.

Conquest Homes, LLC is requesting an amendment to the Red Rocks Valley Planned Development (PD). The amendment includes an extension of the deadline for Final Plat recording of all remaining phases to December 31, 2029. A second amendment request is to allow the 20 Patio Homes in Red Rocks Homes Filing 2, 3, and 4, that are adjacent to exterior public roads to have driveway access to those exterior roads. City of Grand Junction requires a neighborhood meeting in advance of public hearings of this request.

If you are unable or uncomfortable attending the meeting in person, there will be an online presentation of the project available at GJ Speaks (<http://www.gjspeaks.org>). It will be available to view on or before June 25th. The GJSpeaks.org site allows you to submit comments viewable by all, as well as to submit questions you may have directly to either the project representative or City Staff.

Should you have any questions or concerns, please contact:

Jace Hochwalt, City of Grand Junction Associate Planner [jaceh@gjcity.org](mailto:jaceh@gjcity.org)

Darren Caldwell, Conquest Homes, LLC [dc@conquestgj.com](mailto:dc@conquestgj.com)

Jami Hallett Conquest Construction, LLC [jami@conquestgj.com](mailto:jami@conquestgj.com)

970-243-1242



## **Red Rocks Homes, Filings 2, 3, and 4**

### **Neighborhood Meeting June 30, 2020**

#### Attendees:

Brian Hart	2281 Red Vista Ct	<a href="mailto:bhartco@gmail.com">bhartco@gmail.com</a>
Tyson Goredey	2289 Trail Ridge Rd	303-905-2780
Bernie Ferrero	2289 Trail Ridge Rd	<a href="mailto:tysona@me.com">tysona@me.com</a>
Richard Janson	2294 Red Point Ct	970-241-0213
Keith & Sally Jones	2307 Grande Cache Ct	208-861-9066
Greg & Patty Arnquist	2290 Rock Valley Rd	970-644-5044
David & Judy Barnett	2288 Red Vista Ct	<a href="mailto:rockbarn@gmail.com">rockbarn@gmail.com</a>
Alan Emmendorfer	308 Boulder Rd	<a href="mailto:a.emmendorfer@msn.com">a.emmendorfer@msn.com</a>
Sally Smith	2287 Trail Ridge Rd	<a href="mailto:mustangsgsmith@gmail.com">mustangsgsmith@gmail.com</a>
Brain & Helen Stone	2311 Trail Ridge Rd	<a href="mailto:brianstone575@gmail.com">brianstone575@gmail.com</a>
Mark & Kathy Green	2291 Trail Ridge Rd	<a href="mailto:mwgreen1105@gmail.com">mwgreen1105@gmail.com</a>
Ken Follett	2313 Trail Ridge Rd	
Jace Hochwalt	City of GJ Planning	970-256-4008
Eric Slivon, PE	Roland Consulting	<a href="mailto:eric@rcegi.com">eric@rcegi.com</a>
Jami Hallett	Conquest Construction	<a href="mailto:jami@conquestgj.com">jami@conquestgj.com</a>
Darren Caldwell	Conquest Construction	970-243-1242 <a href="mailto:Dc@conquestgj.com">Dc@conquestgj.com</a>

### Meeting Summary:

The neighborhood meeting was held to allow residents near the development to ask questions about the proposed changes to the subdivision and to view the map detailing the reorientation of the perimeter driveways and other details of the neighborhood. Darren Caldwell, owner, and Jami Hallett were there from Conquest Construction to answer questions, along with Jace Hochwalt with City of Grand Junction Planning, and Eric Slivon, PE with Roland Consulting Engineers, who has worked on the design.

The main issue being addressed was the reorientation of the houses that abut an exterior street- these will be “flipped” so that the driveway and front of the homes will be visible from the main streets, rather than the backs or fences.

One attendee was particularly concerned about the weeds, and dust from empty lots blowing onto neighboring properties. He was assured that dust and weed mitigation will continue throughout the development process. The drought conditions this year have exacerbated the problem.

A couple residents worried that there would be increased traffic and parking on the exterior streets, but the number of lots and houses remains the same as the original development, and so no increased traffic will result from the changes proposed. As for parking, the covenants call for no long term on-street parking, and parking of vehicles in garages. This does not change that.

Most of the attendees agreed that moving the driveways of the perimeter lots to the exterior streets not only improves traffic flow but improves the appearance of the neighborhood as well.

In summary, the design for Red Rocks Homes, Filings 2, 3, and 4 were well received by the neighbors that attended the meeting.



January 5, 2021

Rudolph T. Textor  
2297 Trail Ridge Rd.  
Grand Junction, Co.  
81507-1681

Planning Commission  
c/o Jace Hochwalt, AICP  
Community Development Department  
City of Grand Junction  
250 N. 5<sup>th</sup> St.  
Grand Junction, Co. 81501-2628

Re: PLD-2020-694, Red Wash Court

Dear Planning Commission Members:

My name is Ted Textor and I live in the Red Rocks Valley subdivision, at the address noted above. I purchased my home new from the Pauls Corp., moved into it on September 1, 2015, and it is my sole and primary residence. I am writing to you to notify you of my concerns with respect to Conquest Construction's application to make two changes to Red Rocks Homes, Filing 2. I am enclosing nine photos with this letter, to which I will refer.

Pictures 1, 2, and 3, were taken on June 27, 2016, some months after Darren Caldwell, owner of Conquest Construction, purchased the remaining 42 lots of the subdivision. They depict the denuding of plant life from the lots due to repeated saturation of the land with highly toxic, cancer causing, chemical defoliant. Pictures 4, 5, and 6, were taken on July 29, 2018. When the wind kicks up, our homes are covered with, and subjected to infiltration from, the degraded and defoliated soils. There are other negative consequences, as well. Pictures 7, 8, and 9, depict the current state of the lots, five years after their purchase. Simply put, Mr. Caldwell has given the homeowners of RRV an industrial scale wasteland in the heart of our neighborhood for five long years.

The current state of Mr. Caldwell's lots has been, and is, depriving the homeowners from realizing the peaceful enjoyment of their homes. It is almost certainly negatively impacting the value of our homes and, by not building for five years, significant and needed tax revenues to the city have been lost. It is not helping to promote the reputation of Grand Junction as a city where the interests of all stakeholders are respected and balanced. I am suggesting that the appropriate city regulatory authority compels Mr. Caldwell to contact the Colorado State University Extension, and, with a qualified contractor, formulate a comprehensive and effective plan to remediate and restore his despoiled property, and implement it as soon as practicable.

(2)

Conquest's request to reverse the current and approved orientation of homes, and to add numerous driveways exiting into the four main thoroughfares of the subdivision, should be rejected. The Meeting Summary documenting the June 30, 2020, neighborhood meeting attached to the October 25, 2020, General Project Report, contains some important errors and has some relevant omissions. The Attendees Record has left out a number of residents who were there, including me. As to content, I don't believe it's fair to say, "Most of the attendees agreed that moving the driveways of the perimeter lots to the exterior streets not only improves traffic flow but improves the appearance of the neighborhood as well." No poll of the residents of this neighborhood has been conducted. If you review the comments posted to the GJSpeaks website some months ago, you will see representative sentiments of homeowners, which are consistent with some expressed at the meeting. Also, some residents of the Pauls Corp. lock and leave homes, have expressed their concerns that this request by Conquest, if approved, may negatively impact the value of their properties.

The fourth paragraph of the Summary states, in part, that, "As for parking, the covenants call for no long term on-street parking, and parking of vehicles in garages." For the five years that I have lived in RRV, on street parking has been a consistent and continuing problem. In November of 2019, there was a vehicle accident involving a parked vehicle in front of my house, which resulted in no injuries, but serious property damage. As to parking vehicles in garages, one or two homeowners refuse to park their vehicles in their garages to this day. This problem, and some related variants, has been the source of time consuming, costly, and bitter conflict. Mr. Caldwell has been directly involved in this issue and it is extensively documented. Due to this history, homeowners are rightfully concerned that such conflict will continue, and almost certainly worsen, if Conquest's request is granted. Mr. Caldwell has been, for five years, the most influential member of the RRV HOA Board, and accordingly, is in a position to correct this problem finally and effectively. We have a state-of-the-art HOA structure, with state-of-the-art procedures and remedies for violations of the CCRs, if utilized.

If the concerns noted above are fairly addressed, and adequate solutions are derived and implemented, I believe that Conquest Construction's build out of Mr. Caldwell's 42 lots can be successfully concluded to the satisfaction of all of the affected parties. If that happens, I think the effect will be very positive for the acceptance of, and future success of, the "Redlands 360" project, and for the future of residential development in the Redlands area, in general.

Thank you for your attention to and consideration of the content of this letter. Thanks also, to the city professionals who have put together a regulatory regime which invites citizen participation, and to the professionals who administer it.

Very truly yours,



Rudolph T. Textor



















# Grand Junction Speaks

## Published Comments for March 9, 2021 Planning Commission Meeting

### Red Rocks Valley Planned Development Amendment

The lack of consideration for houses located north of the now vacant land where Conquest will be constructing homes is disconcerting as the building process is set to begin, When defoliation of that property took place last summer, the loose sand and bentonite were freed up and began to sandblast our front landscaping with every wind. The front third of this professionally xeriscaped yard is now buried under 2-3 inches of sand. The piles of loose dirt recently dumped in direct line with our house are being blown our way as well. If such lack of concern for neighboring properties is going to be the norm during construction, then this is going to make a lot of people very unhappy.

03/08/2021 5:08 pm

**Karen Brennan**  
324 Red Point Rd.  
Grand Junction, 81507

Please see the attached letter and photos sent to the Planning Commission on January 5, 2021. I hope that the regulatory structure of the City of Grand Junction does not allow the right of a for-profit developer to build, to be held superior to the rights of neighborhood homeowners to realize the peaceful enjoyment of living in their own homes. Note: Software would only allow one file to be attached. Would not allow the nine photos of the January 5th letter.

03/07/2021 1:45 pm

**Rudolph T. Textor**  
2297 Trail Ridge Rd.  
Grand Junction, 81507-1681

Neighborhoods in this area of Grand Junction and Mesa County adjacent to South Camp Road and Monument Road are blessed with natural beauty; we have amazing natural rock formations and dark night skies and treasure these attributes. Placing houses and new streets is inevitable but we urge planners and developers to be sensitive to these natural values that are important not only to the local neighborhoods but also to all our citizens and visitors who come to admire such a remarkable place. For many of us, having no streetlights to mar the dark night sky is very important to our styles of living. Dark skies are being diminished everywhere; for us and for future generations let's minimize additional light to the night.

The proposed neighborhood traffic entering South Camp Road on the very sight-limited curve seems excessively hazardous and we would not support such access. Traffic Engineers should get out here and personally try to dodge the westbound traffic as they walk across South Camp.

To us, the construction of the proposed development on bentonitic rocks of the Brushy Basin Member of the Morrison Formation is unwise as these rocks, when watered and dried and watered and dried will expand and contract and heave and disrupt any solid surface development (i.e., foundations of homes, concrete gutters and pavements, and other hardscaping). The entire proposed development is on such rocks. Buyers beware!

Thank you for the opportunity to comment.

George and Judy Callison

03/05/2021 7:44 am

**George Callison**  
2247 Codels Canyon Dr  
Grand Junction, 81507



**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. 4109**

**AN ORDINANCE ZONING THE FLETCHER ANNEXATION TO  
PLANNED DEVELOPMENT 1.12 (PD)**

**LOCATED APPROXIMATELY 1/2 MILE WEST OF MONUMENT ROAD ON THE  
NORTH SIDE OF SOUTH CAMP ROAD**

**Recitals**

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Fletcher Annexation to the PD zone district finding that it conforms with the recommended land use category as shown on the Future Land Use map of the Growth Plan, and the Growth Plan's goals and policies, and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code and the requirements of Chapter 5, regarding Planned Developments. The default zoning is R-2, Residential – 2 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the PD zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION  
THAT:**

The following property be zoned Planned Development not to exceed 1.12 dwelling units per acre.

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
FLETCHER ANNEXATION  
2945-194-11-001 & 2945-301-12-001**

A certain parcel of land located in the Southeast Quarter (SE1/4) of Section 19 and the Northeast Quarter (NE1/4) of Section 30, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Block D, Monument Valley Subdivision, as same is recorded in Plat Book 16, page 269-270, Public Records of Mesa County, Colorado, and assuming the East line of the NW1/4 NE1/4 of said Section 30 bears S00°00'15"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning; S11°52'16"W to a point on the South right of way line of

South Camp Road, as same is recorded in Book 997, pages 945-946, a distance of 100.00 feet; thence along said right of way N78°07'44"W a distance of 204.77 feet; thence 662.69 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 37°46'59" and a chord bearing N59°14'14"W a distance of 650.75 feet; thence N40°20'44"W a distance of 457.15 feet; thence 390.46 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 22°15'42" and a chord bearing N29°12'52"W a distance of 388.01 feet to a point on the centerline of Rimrock Drive, as same is shown on the plat of Monument Valley Subdivision Filing No. 5, as same is recorded in Plat Book 14, Pages 212-214, Public Records of Mesa County, Colorado; thence N71°52'16"E a distance of 50.00 feet to a point on the East line of the Monument Valley Annexation, City of Grand Junction Ordinance No. 2850, and the centerline of said South Camp Road; thence 353.46 feet along the arc of a 954.93 foot radius curve concave East, having a central angle of 21°12'28" and a chord bearing N07°28'38"W a distance of 351.45 feet; thence N03°07'36"E along a line 429.61 feet; thence 602.38 feet along the arc of a 954.93 foot radius curve concave West, having a central angle of 36°08'35" and a chord bearing N14°55'27"W a distance of 592.44 feet; thence N57°08'32"E a distance of 50.00 feet to a point on the North right of way of said South Camp Road; thence S32°59'44"E a distance of 45.59 feet; thence 633.56 feet along the arc of a 1004.93 foot radius curve concave West, having a central angle of 36°07'20" and a chord bearing S14°56'04"E a distance of 623.12 feet; thence S03°07'36"W a distance of 429.95 feet; thence 686.60 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 43°28'20" and a chord bearing S18°36'34"E a distance of 670.25 feet; thence S40°20'44"E a distance of 457.15 feet; thence 596.27 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 37°45'09" and a chord bearing S59°13'19"E a distance of 585.54 feet; thence S78°07'44"E a distance of 205.25 feet; more or less to the Point of Beginning, TOGETHER WITH Block C and Block D, of said Monument Valley Subdivision.

Said parcel contains 144.43 acres (6,291,761 square feet), more or less, as described.

This Ordinance prescribes as follows:

- 1) **Default zoning standards.** If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-2 zoning designation will apply.
- 2) **Phasing schedule.** The Phasing Schedule is:  
First Phase shall be platted by March 1, 2008;  
Phase 2 – by March 1, 2011;  
Phase 3 – by March 1, 2013,  
Phase 4 – by March 1, 2015  
Phase 5 – by March 1, 2017.

A graphic depiction of the phasing is shown on sheet 3 of the approved preliminary drawings, dated 4/24/07, included in development file number PP-2006-217.

3) **Number of units allowed.** 155 residential units allowed – 103 single family residential lots, 1/2 acre in size or larger; 52 patio homes (attached and detached).

4) **Applicable setbacks.**

a) **Patio homes.** The setback standards for the patio homes are as follows: A minimum 14-foot setback is required around the perimeter of the patio home area. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. The front setback for all garages shall be 20 feet. The side setback between buildings is 10 feet, except for those units that are attached, and then a zero setback is allowed. No accessory structures will be allowed. A dimensioned final design of the patio home area will be recorded with the Final Plat.

b) **Other homes.** The setbacks for the single-family homes not designated as patio homes are as follows: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure. (These setbacks are consistent with the R-2 default zone.)

5) **Future development.** A tract (shown as Tract N on the approved preliminary drawings dated 4/24/07, found in development file number PP-2006-217) is reserved for future development to adjoin the property to the east.

6) **Construction restrictions.**

Construction outside of the designated building envelopes will not be permitted. Engineered foundations and site grading plans shall be required on all lots. The Final Plat shall include a note requiring construction with the designated building envelopes, engineered foundations and site grading plans for each and every lot.

Mitigation berms, swales for drainage and rock fall areas shall be constructed. City engineer(s) and Colorado Geological Survey representatives shall be permitted to supervise the construction of these features and these features must be inspected and approved by a City engineer. These features will be considered and treated as "as-builts." The construction of these features shall be guaranteed and secured by Development Improvements Agreement (DIA) and associated security. Maintenance of these features shall be provided by an association of the homeowners in perpetuity, and easements in favor of said association for this purpose shall be granted.

No planning clearance or building permit shall issue for any construction on the lot designated as Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217, and said lot shall not be sold, unless and until a secondary access is constructed in the subdivision to the east. No more than 99 homes shall be constructed in area comprised by the Plan (referred to presently



as the Red Rocks Valley Subdivision) unless and until a secondary access to a public roadway or street is constructed, whether within the Red Rocks Valley Subdivision or in the subdivision / development to the east. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions. Construction of said secondary access shall be guaranteed and secured by a DIA and associated security.

If no access to South Camp Road that can serve as a secondary access for Red Rocks Valley Subdivision is completed in the subdivision / development to the east by the time a planning clearance or building permit for the 99th house issues, the developer shall promptly construct the secondary access in the location of Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217.

No planning clearance or building permit shall issue for any construction on the lot designated on the approved preliminary drawings, dated 4/24/07 and included in development file number PP-2006-217 as Lot 1, Block 5, unless and until the ingress/egress easement is vacated and the lift station associated with it has been relocated or is no longer needed, as determined by City staff. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions.

The Final Plat shall show any and all "no-disturbance" and/or "no-build" zones as designated by the Army Corps of Engineers or City engineers.

7) **Private Streets Agreement.** Private streets as proposed by the Applicant are approved; an agreement for the maintenance of all private streets in the subdivision in accordance with City Transportation Engineering and Design Standards (TEDS) shall be required and shall be recorded with the Final Plat.

8) **Sidewalks.** The following sidewalks not shown on the approved preliminary drawings dated 04/24/07 included in development file number PP-2006-217 shall be provided:

- Sidewalk on both sides of Slick Rock Road.
- Sidewalks on both sides of Red Park Road.
- Sidewalk on both sides on Red Pointe Road between Red Mesa Road and Red Park Road.
- Sidewalk along north side of Boulder Road.

9) **Park land dedication.** The final plat shall include a dedication to the City for a public park holding in the corner of land which connects with and would make contiguous City's two holdings to the north and east of this parcel. Said dedication shall be sufficient, at a minimum, to allow maintenance access, and shall be to the reasonable specifications of the Parks and Recreation Department.

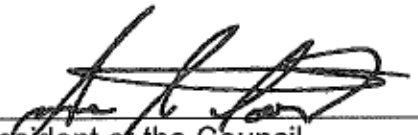
10) **Trails.** Existing public trails in the area shall connect through this subdivision.

**INTRODUCED** on first reading the 18<sup>th</sup> day of July, 2007 and ordered published.

**ADOPTED** on second reading the 1<sup>st</sup> day of August, 2007.

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President of the Council

5 PAGE DOCUMENT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. 4511**

**AN ORDINANCE AMENDING ORDINANCE NO. 4109, WHICH ZONED THE  
FLETCHER ANNEXATION (RED ROCKS VALLEY PD) TO PLANNED  
DEVELOPMENT**

**LOCATED APPROXIMATELY ½ MILE WEST OF MONUMENT ROAD ON THE  
NORTH SIDE OF SOUTH CAMP ROAD**

Recitals

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Fletcher Annexation to the PD zone district finding that it conforms with the recommended land use category as shown on the Future Land Use map of the Growth Plan, and the Growth Plan's goals and policies, and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.150 of the Zoning and Development Code and the requirements of Section 21.05, regarding Planned Developments. The default zoning is R-2, Residential – 2 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the PD zone district is in conformance with the stated criteria of Section 21.02 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION  
THAT:**

The following property be zoned Planned Development not to exceed 1.12 dwelling units per acre.

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
RED ROCKS VALLEY**

A certain parcel of land located in the Southeast Quarter (SE1/4) of Section 19 and the Northeast Quarter (NE1/4) of Section 30, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Block D, Monument Valley Subdivision, as same is recorded in Plat Book 16, page 269-270, Public Records of Mesa County, Colorado, and assuming the East line of the NW1/4 NE1/4 of said Section 30 bears S00°00'15"W with all other bearings contained herein being relative thereto; thence from said Point of Beginning; S11°52'16"W to a point on the South right of way line of



South Camp Road, as same is recorded in Book 997, pages 945-946, a distance of 100.00 feet; thence along said right of way N78°07'44"W a distance of 204.77 feet; thence 662.69 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 37°46'59" and a chord bearing N59°14'14"W a distance of 650.75 feet; thence N40°20'44"W a distance of 457.15 feet; thence 390.46 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 22°15'42" and a chord bearing N29°12'52"W a distance of 388.01 feet to a point on the centerline of Rimrock Drive, as same is shown on the plat of Monument Valley Subdivision Filing No. 5, as same is recorded in Plat Book 14, Pages 212-214, Public Records of Mesa County, Colorado; thence N71°52'16"E a distance of 50.00 feet to a point on the East line of the Monument Valley Annexation, City of Grand Junction Ordinance No. 2850, and the centerline of said South Camp Road; thence 353.46 feet along the arc of a 954.93 foot radius curve concave East, having a central angle of 21°12'28" and a chord bearing N07°28'38"W a distance of 351.45 feet; thence N03°07'36"E along a line 429.61 feet; thence 602.38 feet along the arc of a 954.93 foot radius curve concave West, having a central angle of 36°08'35" and a chord bearing N14°55'27"W a distance of 592.44 feet; thence N57°08'32"E a distance of 50.00 feet to a point on the North right of way of said South Camp Road; thence S32°59'44"E a distance of 45.59 feet; thence 633.56 feet along the arc of a 1004.93 foot radius curve concave West, having a central angle of 36°07'20" and a chord bearing S14°56'04"E a distance of 623.12 feet; thence S03°07'36"W a distance of 429.95 feet; thence 686.60 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 43°28'20" and a chord bearing S18°36'34"E a distance of 670.25 feet; thence S40°20'44"E a distance of 457.15 feet; thence 596.27 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 37°45'09" and a chord bearing S59°13'19"E a distance of 585.54 feet; thence S78°07'44"E a distance of 205.25 feet; more or less to the Point of Beginning, TOGETHER WITH Block C and Block D, of said Monument Valley Subdivision.

Said parcel contains 144.43 acres (6,291,761 square feet), more or less, as described.

This Ordinance prescribes as follows:

- 1) **Default zoning standards.** If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-2 zoning designation will apply.
- 2) **Phasing schedule.** Remaining Phases are to be Final Platted by March 1, 2022.
- 3) **Number of units allowed.** 155 residential units allowed – 103 single family residential lots, 1/2 acre in size or larger; 52 patio homes (attached and detached).
- 4) **Applicable setbacks.**

**a) Patio homes.** The setback standards for the patio homes are as follows: A minimum 14-foot setback is required around the perimeter of the patio home area. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. The front setback for all garages shall be 20 feet. The side setback between buildings is 10 feet, except for those units that are attached, and then a zero setback is allowed. No accessory structures will be allowed. A dimensioned final design of the patio home area will be recorded with the Final Plat.

**b) Other homes.** The setbacks for the single-family homes not designated as patio homes are as follows: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure. (These setbacks are consistent with the R-2 default zone.)

5) **Future development.** A tract (shown as Tract N on the approved preliminary drawings dated 4/24/07, found in development file number PP-2006-217) is reserved for future development to adjoin the property to the east.

6) **Construction restrictions.**

Construction outside of the designated building envelopes will not be permitted. Engineered foundations and site grading plans shall be required on all lots. The Final Plat shall include a note requiring construction with the designated building envelopes, engineered foundations and site grading plans for each and every lot.

Mitigation berms, swales for drainage and rock fall areas shall be constructed. City engineer(s) and Colorado Geological Survey representatives shall be permitted to supervise the construction of these features and these features must be inspected and approved by a City engineer. These features will be considered and treated as "as-builts." The construction of these features shall be guaranteed and secured by Development Improvements Agreement (DIA) and associated security. Maintenance of these features shall be provided by an association of the homeowners in perpetuity, and easements in favor of said association for this purpose shall be granted.

No planning clearance or building permit shall issue for any construction on the lot designated as Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217, and said lot shall not be sold, unless and until a secondary access is constructed in the subdivision to the east. No more than 99 homes shall be constructed in area comprised by the Plan (referred to presently as the Red Rocks Valley Subdivision) unless and until a secondary access to a public roadway or street is constructed, whether within the Red Rocks Valley Subdivision or in the subdivision / development to the east. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions. Construction of said secondary access shall be guaranteed and secured by a DIA and associated security.

If no access to South Camp Road that can serve as a secondary access for Red Rocks Valley Subdivision is completed in the subdivision / development to the east by the time a planning clearance or building permit for the 99th house issues, the developer shall promptly construct the secondary access in the location of Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217.

No planning clearance or building permit shall issue for any construction on the lot designated on the approved preliminary drawings, dated 4/24/07 and included in development file number PP-2006-217 as Lot 1, Block 5, unless and until the ingress/egress easement is vacated and the lift station associated with it has been relocated or is no longer needed, as determined by City staff. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions.

The Final Plat shall show any and all "no-disturbance" and/or "no-build" zones as designated by the Army Corps of Engineers or City engineers.

7) **Private Streets Agreement.** Private streets as proposed by the Applicant are approved; an agreement for the maintenance of all private streets in the subdivision in accordance with City Transportation Engineering and Design Standards (TEDS) shall be required and shall be recorded with the Final Plat.

8) **Sidewalks.** The following sidewalks not shown on the approved preliminary drawings dated 04/24/07 included in development file number PP-2006-217 shall be provided:

- Sidewalk on both sides of Slick Rock Road.
- Sidewalks on both sides of Red Park Road.
- On Grand Cache Court, continue the sidewalk around the entire cul-de-sac and both sides of the street.
- Sidewalk on both sides on Red Pointe Road between Red Mesa Road and Red Park Road.
- Continue sidewalk around the cul-de-sac on Crevice Court to the trail in Red Canyon.

9) **Park land dedication.** The final plat shall include a dedication to the City for a public park holding in the corner of land which connects with and would make contiguous City's two holdings to the north and east of this parcel. Said dedication shall be sufficient, at a minimum, to allow maintenance access, and shall be to the reasonable specifications of the Parks and Recreation Department.

10) **Trails.** Existing public trails in the area shall connect through this subdivision.



**INTRODUCED** on first reading the 7<sup>th</sup> day of March, 2012 and ordered published in pamphlet form.

**PASSED and ADOPTED** on second reading the 21<sup>st</sup> day of March, 2012 and ordered published in pamphlet form.

ATTEST:

  
\_\_\_\_\_  
President of the Council

  
\_\_\_\_\_  
City Clerk



The seal is circular with a double border. The outer border contains the text "JUNCTION" at the top and "COLORADO" at the bottom. The inner circle features a stylized illustration of a mountain range with a sun or moon rising over it.

## CITY OF GRAND JUNCTION

CITY COUNCIL AGENDA									
Subject		Zoning of the Fletcher Annexation located ½ mile west of Monument Road on South Camp Road							
Meeting Date		August 1, 2007							
Date Prepared		July 23, 2007					File # ANX-2006-108		
Author		Lori V. Bowers			Senior Planner				
Presenter Name		Lori V. Bowers			Senior Planner				
Report results back to Council			Yes	X	No	When			
Citizen Presentation		X	Yes		No	Name	Sid Squirrell		
	Workshop	X	Formal Agenda				Consent	X	Individual Consideration

**Summary:** Request to zone 139-acre Fletcher Annexation, on South Camp Road 1/2 mile west of Monument Road, Planned Development, 1.12 dwelling units per acre.

**Budget:** N/A

**Action Requested/Recommendation:** Hold a public hearing on August 1, 2007 to adopt an ordinance zoning the Fletcher Annexation as Planned Development, not to exceed 1.12 dwelling units per acre (PD 1.12), and a Preliminary Development Plan (hereinafter "Plan"). Planning Commission recommend approval of the Plan, with the inclusion of private streets and sidewalks and paths described herein not shown on the Plan.

**Attachments:**

Site Location Map / Aerial Photo Map  
 Future Land Use Map / Existing City and County Zoning Map  
 Minutes from the Planning Commission meeting  
 Letters from neighbors  
 Preliminary Development Plan  
 Zone of Annexation Ordinance

**Background:**

The proposed Red Rocks Valley Subdivision (also the Fletcher Annexation) is approximately 138.97 acres in size, located in the Redlands bounded on the southwest by South Camp Road, the northwest by the last filing of Monument Valley Subdivision, the north and east by Redlands Mesa Subdivision and the south by private property. The topography on part of the site is steep with approximately 160 feet of relief. Red Canyon Wash and another minor wash on the east side connecting to Red Canyon Wash cross through the parcel from southwest to northeast. The land use classification for the area is Residential Low.

BACKGROUND INFORMATION				
Location:		South Camp Road and Monument Road		
Applicant:		Redlands Valley Cache, LLC, owner and developer; LANDesign Consulting, Bill Merrell, representative.		
Existing Land Use:		Vacant land		
Proposed Land Use:		Residential subdivision		
Surrounding Land Use:	North	Redlands Mesa Golf and residential		
	South	Residential subdivision		
	East	Vacant land and Redlands Mesa		
	West	Residential subdivision		
Existing Zoning:		County PD		
Proposed Zoning:		PD (density 1.12 Du/Ac)		
Surrounding Zoning:	North	PD		
	South	RSF-E and PD		
	East	RSF-E and PD		
	West	PD		
Growth Plan Designation:		Residential Low (1/2 to 2 AC/DU)		
Zoning within density range?		X	Yes	No

The Applicant sought annexation into the City on March 31, 2006 with a zoning at R-2, a designation at the high end of the zoning allowed by the Growth Plan. A neighborhood meeting at Wingate Elementary on May 18, 2006 brought in approximately 25 neighbors who voiced concerns about sewer, drainage, road capacity for South Camp Road, flooding in the area, the site's geologic attributes, density and lighting. The Preliminary Development Plan (hereinafter "Plan") proposed at this time is considerably different from the plan presented at the neighborhood meeting. County zoning on this property was planned development at 3 units per acre.

The Applicant provided a site analysis as required by Zoning and Development Code (ZDC) Section 6.1, including map overlays indicating development potential of all areas and a description of assumptions and methodology used to reach those conclusions. Based on the site's physical constraints, Staff recommended the Applicant request a zoning designation of Planned Development (PD). The Applicants, its designers and engineers, City Staff and outside review agencies have come to what we feel is a workable and sensitive plan, developing the potential of the property while taking into account its physical constraints.

**Planning Commission Recommendation:**



1) The Planning Commission forwards a recommendation of approval of the Planned Development zone district, not to exceed 1.12 dwelling units per acre, for the Fletcher Annexation, ANX-2006-108 to the City Council with the findings and conclusions listed herein.

2) The Planning Commission forwards a recommendation of approval of the Preliminary Development Plan, file number PP-2006-217, to the City Council with the findings and conclusions listed herein, with the specific addition of direct sidewalk or path connections for those lots that do not have a direct connection shown on the proposed plan. This aspect of the recommendation is described more fully herein and is incorporated in the proposed Ordinance.

Minutes from the Planning Commission meeting of June 28, 2007, are attached.

### **Discussion of Key Features**

#### **1. Community Benefits.**

Zoning and Development Code Sections 5.1 A and 2.12 A provide that PD zoning should be used only when long-term community benefits are derived. This proposed Plan provides the following community benefits.

(a) A greater quality and quantity of public and /or private open space (§5.1 A.3.) than that in a typical subdivision is provided. The Plan provides 46.69 acres of open space, 33.6% of the overall site.

(b) The Plan provides needed housing types and/or mix (§5.1 A.5). The housing mix includes large-lot single-family residential and patio homes, which are currently in demand in the Grand Valley. The housing mix will be that of large lot single-family residential as the Redlands area has been known for, and patio homes similar to the Seasons at Tiara Rado.

(d) The Plan includes innovative design features (§5.1 A.6.). The character of the site with steeper slopes on the north and east, and interesting geologic features shall be protected by no disturbance and no build zones to be shown on the Final Plat.

(e) The Plan protects and preserves natural resources, habitat areas and natural features (§5.1. A.7.). The character of the site with its steeper slopes on the north and east, and interesting geological features are protected by "no-disturbance" and "no-build zones," which will be shown on a final plat.

#### **2. Physical hazards and mitigation.**

The site's physical constraints include poor soils and the two washes referred to above, which carry the potential for flash flooding as evidenced by signs of past slope failure,

slope creep and rock fall throughout the site. To mitigate this potential and to protect the safety and welfare of the community, the proposed ordinance requires engineered foundations and strict building envelopes for all structures, site grading plans, drainage swales and berms with boulder barriers, to redirect small storm flows without radical changes from the natural drainage, placed so as to allow reasonable and necessary cleaning. These low-tech barriers may consist of existing larger boulders with additional boulders positioned to protect the building envelopes. These features must be constructed to the satisfaction of the City Engineer, treated as "as-builts," covered by a Development Improvements Agreement, and maintained in perpetuity by a homeowners' association.

The flash flood areas located in the site's two major drainage channels will require more review prior to recordation of a final plat. An analysis of possible wetlands areas and delineation of other waters was prepared by Wright Water Engineers and was submitted to the Army Corps of Engineers (hereinafter Corps) for their determination of their wetlands jurisdiction. Because the Corps has not yet determined what its requirements for these areas will be, the Applicant's engineer is requesting flexibility on how and where to design the required drainage basins. Staff feels that with the liberal amount of room in the channels and the placement of the channels in a Tract, it can support the general locations shown in the Plan regardless of how the Corps claims jurisdiction. The drainage basins will, however, need to be specified in more detail and in compliance with wetlands restrictions imposed by the Corps, if any, before a final plat is recorded.

The Colorado Geologic Survey (CGS) has also commented on the Plan, stating that the Lincoln DeVore study was detailed and suggesting that a CGS representative be on site during construction of the rock swales and berms, and that each feature be inspected and approved by the City Engineer (Cecilia Greenman letter dated May 9, 2007). This recommendation has been incorporated into the PD Ordinance.

The Colorado Natural Heritage Program was contacted by Wright Water Engineers for any concerns about endangered species or rarity of plant forms. The report area is extensive covering Glade Park, the Monument out to Fruita, etc. No significant findings are claimed for this parcel.

The Colorado Division of Wildlife, in their letter dated November 16, 2006, stated: "While it is always unfortunate to lose open space, given the location and the condition of the surrounding properties, the Division of Wildlife had no major issues with the development as proposed;" there is further discussion of this in this report.

### 3. Requested exceptions and alternatives.

(a) Reduced lighting. A Transportation Engineering Design Standards (TEDS) exception was requested to address the lighting concerns of the neighbors. Given that the Redlands Area Plan encourages reduced lighting intensity in streets and other public places, TEDS Exception #13-07 was granted, allowing for minimal placement of

street lights and low level lighting for the entrance to pedestrian areas. Street lights are limited to public street intersections and one is required on the bulb out on Red Point Court. These lights are required for police and fire protection services. No street lights will be required on the private streets in the patio home area.

(b) Alternate streets. Applicant requested benefit of the Alternate Residential Street Standards found in Chapter 15 of TEDS. City Staff supports their design, with one exception described below. The Applicant proposed non-traditional streets to create a less “urbanized” feel to the area, based on the fact that much of the neighboring area was developed in Mesa County where the requirement for sidewalks and pedestrian paths was minimal, or non-existent. The proposed design has one remaining flaw, however; its pedestrian facilities do not meet the Alternative Street Standards in Chapter 15 of TEDS, which requires equal or better than the existing adopted street sections. Based on these standards Staff recommends that direct access to a trail or sidewalk should be provided, while the Applicant proposes no sidewalks in certain areas (typically but not limited to cul-de-sacs). Further discussion of this item is found later in this Staff report.

(c) Private Streets. The Applicants requested private streets in the interior of the proposed subdivision (the patio home area). This request requires City Council approval. Staff recommends approval subject to a requirement of a private streets maintenance agreement in conformance with TEDS and recorded before the final plat.

### **Conformity with Code Standards and Criteria**

#### **1. Consistency with the Growth Plan:**

The Plan is consistent with the following goals and policies of the Growth Plan:

Goal 1: To achieve a balance of open space, agricultural, residential and nonresidential land use opportunities that reflects the residents' respect for the natural environment, the integrity of the community's neighborhoods, the economic needs of the residents and business owners, the rights of private property owners and the needs of the urbanizing community as a whole.

The Plan meets this goal by providing 46.69 acres of open space, which is 33.6% of the overall site. The flood and drainage mitigation measures incorporate natural features, thereby respecting the natural environment.

Policy 1.4: The City and County may allow residential dwelling types (e.g., patio homes, duplex, multi-family and other dwelling types) other than those specifically listed for each residential category through the use of planned development regulations that ensure compatibility with adjacent development. Gross density within a project should not exceed planned densities except as



provided in Policy 1.5. Clustering of dwellings on a portion of a site should be encouraged so that the remainder of the site is reserved for usable open space or agricultural land.

The Plan clusters dwellings on the site in the "high" developable areas identified in the Site Analysis. Patio homes will be developed in this area. The outlying parcels are larger in size and reflect the adjacent neighborhoods. Several pedestrian paths are provided through the project for usable open space and interconnectivity to other properties.

Policy 13.6: Outdoor lighting should be minimized and designed to reduce glare and light spillage, preserving "dark sky" views of the night sky, without compromising safety.

This policy (which also reflects that of the Redlands Area Plan) is implemented by reduced street lighting, for which a TEDS Exception (#13-07) has been granted.

Redlands Area Plan goals.

The Redlands Area Plan was adopted as part of the Growth Plan. A goal of this plan is to minimize the loss of life and property by avoiding inappropriate development in natural hazard areas. The proposed subdivision was closely reviewed by the developer's engineers, City engineers, Colorado Geological Survey, Lincoln DeVore, and is currently undergoing review by the Army Corps of Engineers. The natural hazard areas have been mapped and mitigation measures have been proposed. The mitigation measures are addressed elsewhere in this report as well as in the proposed PD Ordinance. Staff believes that although the details of some of these measures are left to be worked out at a later development stage, which is not ideal, the Plan provides sufficient assurance that loss of life and property can and will be minimized by the features in the Plan and the proposed ordinance.

Another goal of the Redlands Area Plan is to achieve high quality development in terms of site planning and architectural design. The Plan proposed does not include any references to types of or to specific architectural design(s); however, the site analysis process has resulted in what Staff feels is a quality subdivision. The subdivision incorporates the natural hazard areas by grouping higher density patio homes in the "high" developable area, while the larger lots (minimum ½ acre in size) surround the patio homes in the "medium" developable areas. The lot sizes, proposed setbacks and bulk standards for the default zone of Residential – 2 dwelling units per acre (R-2) will work for this subdivision. The overall density proposed is 1.12 dwelling units per acre, which is just under the Redlands area average of 1.14 dwelling units per acre.

## 2. Section 2.12.C.2 of the Zoning and Development Code

Requests for a Planned Development Preliminary Development Plan must demonstrate conformance with all of the following:

a) The Outline Development Plan review criteria in Section 2.12.B of the Zoning and Development Code, which are as follows:

- 1) The Growth Plan, Major street plan and other adopted plans and policies.

The Growth Plan designation for this area is Residential Low ( $\frac{1}{2}$  to 2 acres per dwelling unit), which allows for R-E zone (one dwelling unit per 2 acres) at the low end and R-2 (2 dwelling units per acre) at the high end. The proposal is consistent with the Growth Plan by providing an overall density of 1.12 dwelling units per acre.

The Grand Valley Circulation Plan shows only South Camp Road; the proposed subdivision will access this road. Private streets are proposed for the patio home area. All other local streets are designed using the alternate street standards as provided for in Chapter 15 of TEDS (Transportation Engineering Design Standards). The proposed subdivision needs a secondary access that is not included in the Plan. The Plan does include a proposed stub street to the property directly to the east (the Azcarraga property). The Applicant anticipates that the Azcarraga property will develop, including an access to South Camp Road, before 100 homes are constructed in the Red Rocks Subdivision, and that the stub street will provide the required secondary access. (The "100 lot rule" establishes the maximum number of homes that may be accessed by a single point of ingress/egress). In the event that this does not occur, a secondary access must be constructed across Lot 1, Block 1. The ordinance provides for the activation of the "100 lot rule" in the event that the Azcarraga property is not developed by the appropriate time, and requires a DIA with guarantee for the road's construction. It also requires that potential buyers be alerted to the existence of building restrictions by use of a recording memorandum.

The Urban Trails Master Plan requires useable public trails through this subdivision and along South Camp Road. These trails have been provided in coordination with requests from the Parks and Recreation Department and the Urban Trails Committee. The developer will work with the City to ensure that existing trails will connect through this subdivision. The Parks & Recreation Department requests a dedication of the corner of land which would connect and make contiguous the City's two holdings north and east of this parcel, sufficient to allow maintenance access. Also a trail access across Red Canyon is provided along the north end of the property adjacent to the Redlands Mesa Golf Course, providing bicycle/pedestrian access from Redlands Mesa to the west and the future trail development in the area. The developers are currently in conversation with the Parks and Recreation Department and by the time of final design the details of the trail connections and possible land dedication shall be in place. The area is currently part of an open space tract. A dedication of land in the area to attach to the other City owned parcels is above and beyond the Code requirements for open space.

- 2) The rezoning criteria provided in Section 2.6 of the Zoning and Development Code is applicable to rezones. Section 2.6.A.3 and 4



of the Zoning and Development Code are applicable to annexations:

**Zone of Annexation:** The requested zone of annexation to the PD district is consistent with the Growth Plan density of Residential Low. The existing County zoning is PD 3, although no plan was approved. Section 2.14 of the Zoning and Development Code states that the zoning of an annexation area shall be consistent with either the Growth Plan or the existing County zoning.

In order for the zoning to occur, the following questions must be answered and a finding of consistency with the Zoning and Development Code must be made per Section 2.6.A.3 and 4 as follows:

- The proposed zone is compatible with the neighborhood, conforms to and furthers the goals and policies of the Growth Plan and other adopted plans and policies, the requirements of this Code, and other City regulations.

**Response:** The proposed zone is compatible with the surrounding neighborhood if developed at a density not exceeding 1.12 dwelling units per acre. The applicants have requested that the underlying default zoning of R-2. Other existing densities in the area are similar to the County RSF-1 (Residential Single-Family – one dwelling unit per acre). The overall average density throughout the Redlands, as provided in the Redlands Area Plan, is 1.14 dwelling units per acre. Therefore the PD zoning of 1.12 dwelling units per acre is similar to the existing area.

- Adequate public facilities and services are available or will be made available concurrent with the projected impacts of development allowed by the proposed zoning;

**Response:** Adequate public facilities are available or will be supplied at the time of further development of the property.

### 3) The planned development requirements of Chapter Five of the Zoning and Development Code.

Chapter Five of the Code lists examples of types of community benefits that can support a planned development zoning designation. The Plan meets several of those as discussed earlier in this report under the heading "Community Benefits."

Further requirements of Chapter Five are to establish the density requirement for the Planned Development Ordinance. The proposed PD ordinance establishes the density requirement of 1.12 dwelling units per acre. The R-2 zone as a default zone is appropriate. It has the same bulk standards and setbacks as what is being requested for the new PD zone district. Deviations from the R-2 zone would be in the patio home



area. The Code states that the ordinance shall contain a provision that if the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards of the R-2 zone district. The patio home area could then be reviewed using the cluster provisions, but the density may drop in that area. The proposed setbacks for this PD are discussed further in this staff report.

#### 4) Section 5.4, Development standards.

Setback standards shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that the buildings can be safely designed and that the design is compatible with lesser setbacks. The setback standards for the single-family homes is consistent with the R-2 default zone: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure.

Setbacks for the patio home area are less than the default zone and are allowed to be reduced because of the amount of common open space and the protection of the environmentally sensitive areas that were determined through the Site Analysis process and is allowed through the Planned Development process of the Code. The Planning Commission will make recommendation to City Council that the patio home area setbacks are adequate as follows for what is being proposed for the ordinance: A minimum 14-foot setback is required around the perimeter of the patio home area tract for the multi-purpose easement as well as a landscape buffer. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. No access will be obtained directly from these perimeter streets. All access for the patio home area will be obtained from the interior private streets functioning more as a driveway than a street. This does require City Council approval. Required is a front setback for all garages at 20 feet. The principle structure front setback will be a minimum of 10-feet, measured from the back edge of the private street. The side setback between buildings is 10-feet, except for those units that are attached, and then a zero setback is allowed. At final, a site plan shall be recorded to show the proposed building layout and further establish the setbacks that are proposed on the preliminary plan. It is the intention of the patio home area of the subdivision to sell the patio homes in fee simple and the areas surrounding the homes to be landscaped and maintained by the HOA. No accessory structures will be allowed. This is a deviation of the Zoning and Development Code Section 9.32. which talks about single-family detached dwellings on a single lot; and two-family dwellings located on separate lots. The intent is for the home to be "the lot" surrounded by common open space, maintained by the HOA. At final design the applicant will provide a dimensioned final site plan depicting this area. This will be recorded with the final plat for verification of building placements

The Open Space requirements established in Chapter Six are exceeded with this plan. Over 33.6% of the site is dedicated to Open Space, which totals 46.69 acres. Fourteen Tracts of land are provided totaling 16.67 acres or 12.0% of the land. These Tracts are

for various purposes, and sometimes dual purposes, such as trails, utilities and drainage. Tract N is reserved for future development to adjoin the property to the east. This was a decision that was reached with the applicant when a good design for this area could not be found. It made sense to include it with the development of the property to the east when it develops.

Planned Developments are to provide uniform perimeter fencing in accordance with Chapter Six. It is Staff's position that no perimeter fencing is required with this subdivision since the density and intensity of the surrounding subdivisions are similar, and in places it would be very difficult to install, nor would it serve a purpose. This is further discussed in number 9 below.

Development standards require compatibility with adjacent residential subdivisions. Compatibility does not mean the same as, but compatible to. It is Staff's opinion that residential compatibility exists but single family lots abutting other single family lots on the west side.

Landscaping shall meet or exceed the requirements of Chapter Six. The landscaping requirements of the Code do not apply to a lot zoned for one (1) or two (2) dwelling units. Landscaping in the single-family area will be done by the home owner with approval from the HOA, subject to easements for maintenance of slopes and berms in the sensitive areas. The Plan provides the required landscape buffer along South Camp Road and pedestrian trail per the Urban Trails Master Plan. Landscaping in the patio home area will be maintained by the HOA. Because the soils report prepared by Lincoln DeVore recommends that the steeper slopes be non-irrigated due to the high possibility of slope failure, the majority of the steep slopes are in open space tracts. This should also serve to notify the developer of the soil conditions of this area and to landscape appropriately.

Colorado Division of Wildlife reviewed the proposal as the Redlands Area Plan (Figure 10, page 65) specified the Red Canyon Wash as having a potential impact to wildlife in this area. The DOW stated that they had no major issues with the development; however they recommended that the main drainage be left in its native state with a 100-foot buffer for wildlife to travel on their way to the Colorado River and back. They also strongly encouraged native and xeric landscaping for the existing wildlife of the area and not to disturb areas where it is not necessary beyond the roads and homes.

Parking has been addressed through a parking analysis done by the applicant to ensure adequate off-street parking exists for the patio home area and additional parking is obtained "on street" surrounding the development. Parking is further addressed below in item 8.

Deviation from the above development default standards shall be recommended by the Planning Commission to the City Council to deviate from the default district standards subject to the provision of the community amenities that include more trails other than



those listed on Urban Trails Master Plan and open space greater than the required 20% of the site.

- 5) The applicable corridor guidelines and other overlay districts in Chapter Seven.

Chapter Seven of the Zoning and Development Code addresses special regulations and are discussed below. There are no corridor guidelines in place for South Camp Road.

- 6) Section 7.2.F. Nighttime Light Pollution.

This section of the Code is to enforce that all outdoor lights mounted on poles, buildings or trees that are lit between the hours of 10:00 PM and 6:00 AM shall use full cutoff light fixtures. This in conjunction with the TEDS exception that was granted for reduced street lighting in this area. Reduced lighting should help protect the night sky and the neighborhood from excessive lighting. Minimal street lighting will be required where the TEDS committee determined it to be necessary for the public safety of this subdivision. Street lights will be required at the intersection of public streets, not private streets, and at the bulb out on Red Point Court. Low level lighting is encouraged at the entrance to pedestrian paths.

- 7) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development.

Adequate public utilities are present in the area and the services will be extended throughout the subdivision. Sewer will be extended through the site and an existing lift station will be removed once all the sewer improvements are completed. Presently there is an ingress/egress easement on Lot 1, Block 5, for maintenance of the existing lift station. As part of the future requirements of the development, the easement will be vacated when the lift station is taken out of service. There is an existing 12" Ute Water line for service located in South Camp Road. Telephone, electric and gas is also available in South Camp Road.

- 8) Adequate circulation and access shall be provided to serve all development pods/areas to be developed.

LSC Transportation Consultants prepared the traffic analysis for this project. The study showed no need for improvements to South Camp Road.

The applicants have provided adequate vehicle circulation throughout the proposed subdivision by taking advantage of Chapter 15 in the TEDS manual using the alternative street standards (with the exception of the secondary access requirement, which is addressed elsewhere herein). The applicants are also requesting City Council approval of the private streets proposed in the patio home area.



The intent of using in the “Alternate Residential Street Standards” is to provide flexibility in the creation, approval and use of public street infrastructure that varies from the cross-sectional standards provided in Chapter 5 of TEDS. These proposals are approved administratively and the implementation of these standards should result in “a better solution” allowing alterations to the standard street section that produce benefits to the community. Staff supports the road layout and configuration but does not agree with the applicant as to their lack of sidewalks or paths in some areas.

Section 15.1.6 of TEDS states that the design must provide adequate pedestrian facilities equal or better than existing adopted street sections. Detached walk and additional walk width are encouraged by TEDS. Sidewalks are required to create continuous pedestrian walkways parallel with the public roadway. Generally, if lots front both sides of the street, sidewalk will be required on both sides of the street. In this proposal there are trails provided through open space areas that may be accessed from the rear or sides of the properties, therefore Staff agreed that sidewalks would not be needed on the street side where a path ran along the backside or side yard of the lots. The alternate streets, as proposed, include 40-foot right-of-way, sidewalk on one side of the street and only a 25-foot wide asphalt section. The applicants further feel that narrow streets will help with traffic calming. There is a network of pedestrian paths proposed to be installed. Most of these paved trails will include both a paved bicycle path and a smooth gravel jogging path.

There are several areas where the Plan does not provide direct access to sidewalks and/or paths from lots. Staff does not agree with the Applicant’s reasoning for not providing them since TEDS requires that the proposal “be a better solution”. The Applicants feels that the lack of sidewalks in the cul-de-sacs provides a more rural feel to the subdivision therefore less urbanized, and similar to other subdivisions in this area that were developed in the County. The Applicant requested the Planning Commission to determine if this is “a better solution”, and allow these areas to remain as proposed without direct access to a pedestrian feature. The Planning Commission declined to make this finding, and forwarded a recommendation to the Council of approval of the Plan with the addition of the specific sidewalk requirements described herein and prescribed in the proposed ordinance.

Private Streets are generally not permitted. The applicants are requesting the use of private streets in the patio home area of the plan. Section 6.7.E.5. requires the City Council to authorize the use of private streets in any development to be served by private streets. Since there will be no “on-street” parking allowed in the patio home area on the private streets, a parking analysis was provided to show that there is sufficient on street parking provided on the streets surrounding the patio home area. Sidewalks and paths will direct pedestrians from the exterior sidewalks to the interior sidewalks and to a 20-foot wide pedestrian trail that will run through this portion of the subdivision. While these will be classified as Private Streets, they will act more as driveways since they do not interconnect, they are a series of small drives with cul-de-sac turn-a-rounds at the end. Staff supports the private streets given the overall design

of the Plan including the effective clustering of home types and preservation of unique natural features.

- 9) Appropriate screening and buffering of adjacent property and uses shall be provided.

Along the eastern most portions of the site will be an extensive open space area that will provide a natural buffer. The northern most portion of the project abuts the Redlands Mesa Golf Course, therefore no screening or buffering is required. The western most portion of the project is where eight residential properties will abut another residential subdivision. There is no screening or buffering requirements for residential districts that adjoin other residential districts. The remainder of the site is adjacent to South Camp Road where a landscaping tract is being provided along that section of the road.

- 10) An appropriate range of density for the entire property or for each development pod/area to be developed.

The density for the overall site is 1.12 dwelling units per acre (138.97 acres). The patio home area density, which is 9.66 acres, will be 5.38 dwelling units per acre (7.0% of the site). The single-family residential area consists of 55.91 acres, with a density of 0.80 dwelling units per acre (40.2% of the site). The open space area equals 46.69 acres (33.6%). Public right-of-way consists of 10.04 acres (7.2%). The remainder of the site, placed in tracts for various uses, equals 16.67 acres or 12.0% of the site.

- 11) An appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed.

The default standard for the single family residential areas on ½ acre lots will be those of the R-2 zoning district. The front setback is 20-feet for the principle structure and 25-feet for an accessory structure. Side setbacks are 15-feet for the principle structure and 3-feet for accessory structures. The rear setback is 30-feet for the principle structure and 3-feet for an accessory structure.

The patio home area standards are as follows:

A minimum 14-foot setback is required around the perimeter of the patio home area. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. The front setback for all garages shall be 20-feet. The side setback between buildings is 10 feet, except for those units that are attached, and then a zero setback is allowed. At final, a dimensioned site design plan shall be recorded with the Final Plat showing the exact building placements. No accessory structures will be allowed.

- 12) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed.



A phasing schedule for the property has been provided. Five phases are proposed with the first phase to be platted by March 1, 2008; Phase 2 - March 1, 2011; Phase 3 - March 1, 2013, Phase 4 - March 1, 2015 and Phase 5 - March 1, 2017. A graphic depiction of the phasing is shown on sheet 3 of the drawings.

13) The property is at least twenty (20) acres in size.

The property is about 139 acres in size, well over the required 20 acre requirement.

b) The applicable preliminary plat criteria in Section 2.8.B of the Zoning and Development Code.

1) The Growth Plan, major street plan, Urban Trails Plan, and other adopted plans:

This was discussed above in regards to Section 2.12.C.2.

2) The purposes of this Section 2.8.B

The purpose of Section 2.8.B. is to ensure conformance with all the provisions of the Zoning and Development Code. Staff feels that the Applicant has addressed the seventeen criteria of conformance with the Growth Plan and other adopted plans and policies; coordination of the public improvements; safeguarding the interests of the public; preserving natural features of the property; prevention and control of erosion, sedimentation and other pollution of surface and subsurface water; restricting building in areas poorly suited for construction; and prevent loss and injury from landslides, mudflows, and other geologic hazards.

3) The Subdivision standards (Section 6.7)

The subdivision standards have been met by providing open space integrated with the subdivision and adjacent property to create an attractive area for active and passive use. There is adequate access to public roads and existing trails in the area. Additional interior trails are planned. Along with single family units there is also zero lot line development in the patio home area. This provides greater usable yard space as suggested in the Zoning and Development Code for Planned Developments, innovative design and a mix of housing types. Although the clustering provisions do not apply to planned developments, the concept is being employed here, derived through the site analysis process. Should the default zone of R-2 become effective due to the expiration or lapse of the Ordinance, the clustering provisions could be applied.

There are some shared driveways in the single family area, and there are several cul-de-sacs provided. The subdivision standards further require that the subdivision include and protect as much of the natural, geologic and other hazard areas as possible. The Plan identifies drainages, washes, and flash flood areas and the detention basins are generically shown on the Plans in the Red Canyon Wash channel. The Applicant's



Engineer is requesting flexibility on how and where to design the basins until the final design process because the Corps of Engineers has not yet determined their requirements. The general location shown on the Plan is still effective, from the Staff's point of view, because there is plenty of room within the channel, regardless of how the Corps claims jurisdiction, for location of the specific basins. Specific drainage basin design and location shall be shown on the final plat. Mitigation berms and swales for drainage and rock fall areas are shown on the Plan as easements, which shall be granted to the HOA and designated appropriately on the Final Plat. Based upon general agreement between Staff, Colorado Geological Survey, and Ed Morris of Lincoln DeVore, these will be treated as "as-builts" and covered in the Development Improvements Agreement (DIA). The City will further require that a representative be on site during construction of the rock swales and berms, and that each feature be inspected and approved by the City Engineer. Construction and installation of these berms is discussed in the report by Lincoln DeVore, Inc. Also a note on the final plat shall state that construction outside of the designated building envelopes is not permitted. Engineered foundations and site grading plans will be required for all lots. Each of these requirements is reflected in the proposed ordinance.

4) The Zoning standards (Chapter 3)

The Zoning of the subdivision to PD is consistent with Section 5.1 of the Zoning and Development Code. The desired flexibility is not available through the application of the standards established in Chapter Three, but the bulk standards of the R-2 district will apply to the single-family residential lots.

5) Other standards and requirements of the Zoning and Development Code and other City policies and regulations

Staff feels that the standards of the Zoning and Development Code as well as TEDS, SWMM and the Redlands Area Plan have been met with this application and can be applied at the Final Plat stage.

6) Adequate public facilities and services will be available concurrent with the subdivision

Adequate public facilities are in the area and can be extended to serve the proposed subdivision.

7) The project will have little or no adverse or negative impacts upon the natural or social environment

With the proposed easements and supervised construction there should be minimal adverse impacts upon the natural environment. The social environment will change as more needed housing is provided for the community when none existed previously, but this should not be an adverse impact.

8) Compatibility with existing and proposed development on adjacent properties

Compatibility will be obtained by providing single family residences on the periphery of the property where the development potential is more constrained, and cluster of higher density homes in the area where higher development potential exists. This was determined through the site analysis process.

9) Adjacent agricultural property and land uses will not be harmed.

There are no agricultural uses adjacent to this site. Adjacent residential uses will not be harmed by more residential uses.

10) Is neither piecemeal development nor premature development of agricultural land or other unique areas.

The proposed plan is neither piecemeal nor premature development of agricultural land. The property is unique in its geological formations; these are being preserved as open space areas.

11) There is adequate land to dedicate for provision of public services.

There is adequate land available throughout the proposed subdivision for easements for public utilities and services.

12) This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

The City should not see an undue burden for maintenance or improvements. There are currently discussions with the City's Parks and Recreation Department regarding land dedication or trail easements. The Parks Department would like to obtain a section of property that will connect two existing parcels owned by the City in the upper north east section of the project. The discussions are such that the area could be dedicated to the City for continuation and access of existing pedestrian trails, or easements provided for connecting the trails. At final design stages this will need to be decided. Ownership would then dictate who maintains the area.

The HOA will be responsible for maintenance of drainage and detention areas and the developer will be required to grant an access and maintenance easement to said HOA for this purpose. The City will also have access to these areas for stormwater management purposes in accordance with the law. The HOA will also be responsible for the maintenance of the private streets. TEDS as well as the proposed ordinance requires a TEDS-compliant Private Streets Agreement to be in place and recorded with the Final Plat.

- c) The applicable site plan review criteria in Section 2.2.D.4 of the Zoning and Development Code.

- 1) Adopted plans and policies such as the Growth Plan, applicable corridor or neighborhood plans, the major street plan, trails plan and the parks plan.

These items have previously been addressed in this Staff report.

- 2) Conditions of any prior approvals

There are no prior City approvals on this site. The County had previously zoned this property with a Planned Development designation but not other action was taken on the property that conditions it.

- 3) Other Code requirements including rules of the zoning district, applicable use specific standards of Chapter Three of the Zoning and Development Code and the design and improvement standards of Chapter Six of the Code.

These items have been addressed above and with the preliminary plat criteria in Section 2.8.B.

- 4) Quality site design practices:

Quality site design practices are outlined in Section 2.2.D.4.b (4) (A thru K) in the Zoning and Development Code. The Plan efficiently organizes the development in relation to the topography. Erosion areas are left to their natural state with the addition of mitigation measures described herein and sufficient to protect life and property. Exterior lighting will be minimized to lessen impact on night sky visibility. All utility service lines shall be undergrounded. Pedestrian and bicycle access are provided through the site. Some pedestrian accesses will also double as maintenance vehicle access points to drainage and detention areas. All public facilities and utilities shall be available concurrent with the development.

- d) The approved ODP, if applicable.

There is no approved ODP for this project.

- e) The approved PD rezoning ordinance, if adopted with an ODP.

The PD Ordinance is also the zone of annexation for this project. There is no ODP for this project, therefore the PD zoning shall be established with the Preliminary Development Plan and approved by City Council.



- f) An appropriate, specific density for all areas included in the preliminary plan approval.

The specific density for this project is 52 patio homes, which calculates to 5.38 dwelling units per acre; and 103 single family detached homes located on ½ acre or greater lots, for a density of 0.80 dwelling units per acre.

- g) The area of the plan is at least five (5) acres in size or as specified in an applicable approved ODP.

There is no ODP for this project and the plan extends well over five acres in size at almost 139 acres.

#### FINDINGS OF FACT/CONCLUSIONS:

After reviewing the Fletcher Annexation, ANX-2006-108 and the Red Rocks Valley application, file number PP-2006-217 for a Planned Development, Preliminary Development Plan, Staff makes the following findings of fact and conclusions with respect to the zoning and Plan proposed by the Applicant:

1. The Planned Development zone and Preliminary Development Plan are consistent with the goals and policies of the Growth Plan.
2. The goals and policies of the Redlands Area Plan have been met.
3. The review criteria in Section 2.6.A.3 and 4 of the Zoning and Development Code have been met.
4. The review criteria in Section 2.12.C.2 of the Zoning and Development Code have been met.
5. The review criteria in Section 2.8.B of the Zoning and Development Code have all been met.
6. The review criteria in Section 2.2.D.4 of the Zoning and Development Code have all been met.
7. The review criteria of Section 15.1.6 of TEDS are not entirely met by the Plan due to the lack of a direct connection for some lots to sidewalks or paths in the subdivision. Staff and Planning Commission recommend direct connections from all lots to pedestrian facilities. These connections include:

Sidewalk on both sides of Slick Rock Road;  
Sidewalks on both sides of Red Park Road;  
Sidewalk on Grand Cache Court, continuing around the entire cul-de-sac and both sides of the street;

Sidewalk on both sides on Red Pointe Road between Red Mesa Road and Red Park Road.

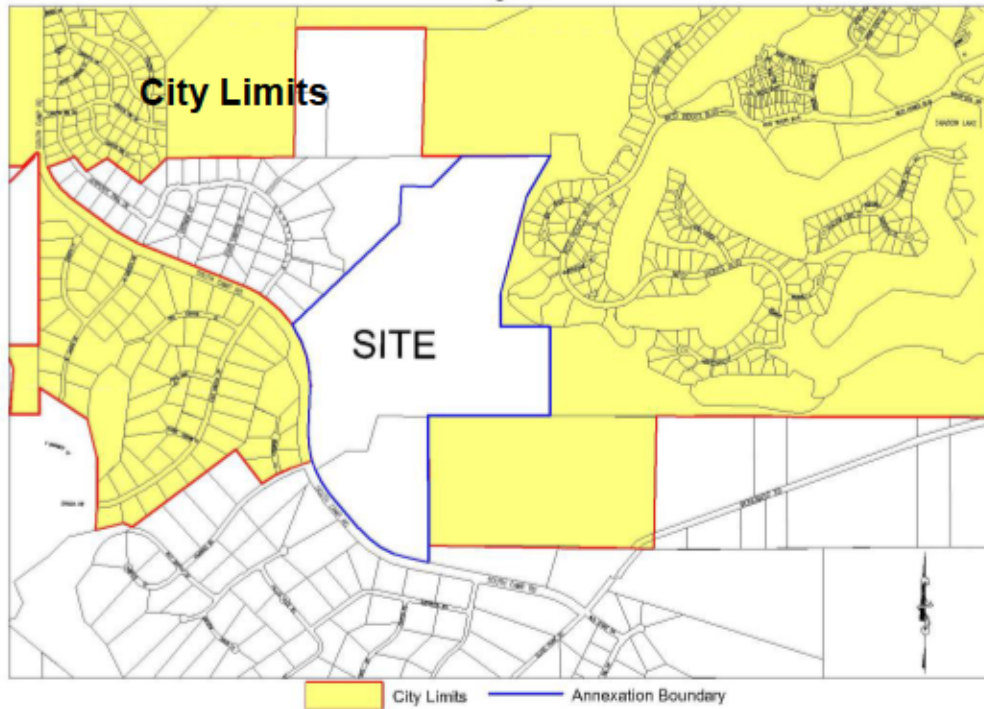
Sidewalk around the cul-de-sac on Crevice Court to the trail in Red Canyon.

8. The proposed phasing schedule shall be as follows:  
First phase to be platted by March 1, 2008;  
Phase 2 - March 1, 2011;  
Phase 3 - March 1, 2013,  
Phase 4 - March 1, 2015 and  
Phase 5 - March 1, 2017. A graphic depiction of the phasing is shown on sheet 3 of the drawings.
9. TEDS exception #13-07 has been granted for reduced lighting.
10. City Council approval is required for the private streets proposed for the patio home area. All other local streets meet the Alternate Residential Street Standards found in Chapter 15 of TEDS.
11. A dimensioned site plan for the patio home area is required with the final plat.
12. Trail connections near the existing City properties in the northeast area of the site shall be dedicated to the City and shown on the Final Plat being recorded.

# Site Location Map

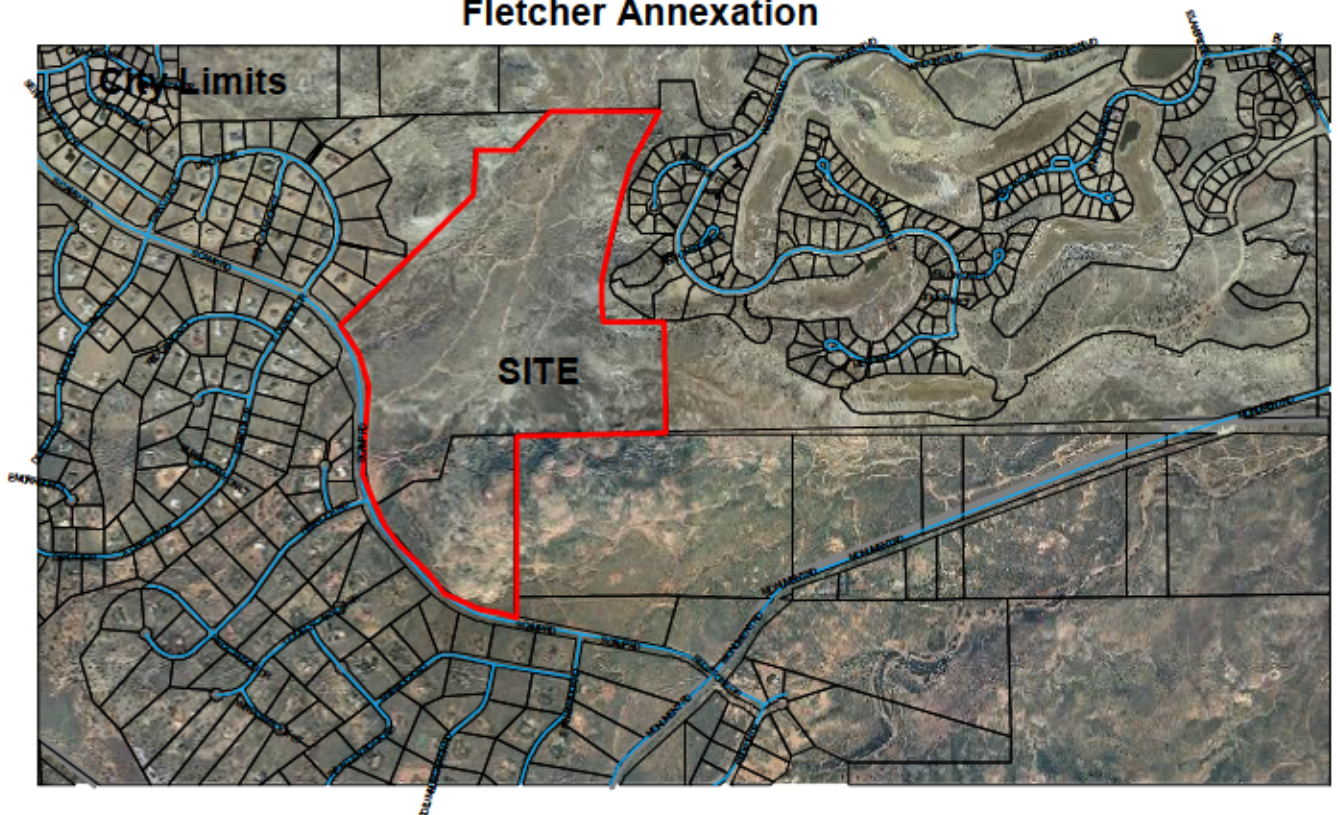
## Fletcher Annexation

Fletcher Annexation  
Figure 5



# Aerial Photo Map

## Fletcher Annexation





**GRAND JUNCTION PLANNING COMMISSION  
JUNE 26, 2007 MINUTES (condensed)  
7:00 p.m. to 1:55 a.m.**

The regularly scheduled Planning Commission hearing was called to order at 7:00 p.m. by Chairman Paul Dibble. The public hearing was held in the City Hall Auditorium.

In attendance, representing the City Planning Commission, were Dr. Paul A. Dibble (Chairman), Roland Cole (Vice-Chairman), Tom Lowrey, Bill Pitts, William Putnam, Reggie Wall and Patrick Carlow (1<sup>st</sup> alternate). Commissioner Lynn Pavelka-Zarkesh was absent.

In attendance, representing the City's Public Works and Planning Department, were Lisa Cox (Planning Manager), Kristen Ashbeck (Senior Planner), Ronnie Edwards (Associate Planner), Lori Bowers (Senior Planner) and Ken Kovalchik (Senior Planner)

Also present were Jamie Beard (Assistant City Attorney), Rick Dorris (Development Engineer), Eric Hahn (Development Engineer and Jody Kliska (City Transportation Engineer).

Wendy Spurr (Planning Technician) was present to record the minutes. The minutes were transcribed by Lynn Singer.

There were approximately 200 interested citizens present during the course of the hearing.

**6. ANX-2006-108 ANNEXATION – Fletcher Annexation**

Request approval to zone 139 acres from a County PD (Planned Development) to a City Planned Development district.

**PETITIONER:** Redlands Valley Cache LLC  
**LOCATION:** South Camp Road & ½ Mile West  
Monument Road  
**STAFF:** Lori Bowers, Senior Planner

**7. PP-2006-217 PRELIMINARY PLAN – Red Rocks Valley Subdivision**

Request approval of the Preliminary Development Plan to develop 155 lots on 139 acres in a PD (Planned Development) zone district.

**PETITIONER:** Redlands Valley Cache LLC  
**LOCATION:** South Camp Road & ½ Mile West  
Monument Road  
**STAFF:** Lori Bowers, Senior Planner

**APPLICANT'S PRESENTATION**

Sid Squirrell appeared on behalf of applicant. Mr. Squirrell stated that a neighborhood meeting was conducted with regard to the Fletcher Annexation and Red Rocks Valley Subdivision. He stated that this project is located north of South Camp Road, west of

Monument Road and south of Redlands Mesa Golf Course and Subdivision. He stated that it was zoned under the County plan at 3 units per acre. The Growth Plan Amendment is zoned ½ acre to 2 acre sites. Applicant is proposing a total of 155 lots on the 139 acre site. He also pointed out that there are two drainages on the property which will not be built upon; however, a jogging trail and a bike trail will be built through the drainages. Mr. Squirrell stated that ½ acre lots will be on the outside of the property and patio homes would be clustered in the center of the property. Additionally, he pointed out that there would be 46 acres (33%) of open space in this project. He also stated that all utilities are existing and in place and were designed to accommodate 3 units per acre. He addressed the expansive soils and rockslide issues by stating that each site will have a designed drainage system that will incorporate and coordinate other lots. Additionally, drainage structures and berms will be built during construction to serve multiple lots so that water is collected above the lots and brought down between lots which will be maintained by the homeowners' association. Mr. Squirrell next stated that there will be 5 phases of the project. He also addressed architectural controls and street lighting that will be put in place.

### **QUESTIONS**

Commissioner Putnam asked if applicant is proposing to complete all infrastructure before houses are constructed. Mr. Squirrell stated that they do not anticipate that lots will be sold and built upon immediately.

Commissioner Cole asked if there is only one access off of South Camp Road and if a traffic study has been performed. Mr. Squirrell stated that there will be only one entrance up until the 100<sup>th</sup> lot is sold. At that time, there will be a second entrance. Applicant has performed a traffic study.

Commissioner Wall asked how many of the 46 acres that will be dedicated as open space are buildable lots. Sid Squirrell stated that he was not sure but believed it would be a small percentage.

Commissioner Lowrey suggested that there should be a sidewalk on the proposed street that will provide the second access for safety concerns.

Chairman Dibble asked about the traffic study that has been performed. Mr. Squirrell stated that the traffic engineer is not present.

Commissioner Carlow asked if applicant believes the proposed reduced lighting will be adequate. Mr. Squirrell stated that applicant believes it will be adequate for this project.

Chairman Dibble asked what the minimum lot size is. Mr. Squirrell stated that the single-family lots are half acre lots.

### **STAFF'S PRESENTATION**

Lori Bowers of the Public Works and Planning Department spoke first about the annexation criteria. She stated that the requested zone of annexation to the PD district is consistent with the Growth Plan density of Residential Low. The existing County zoning on this property was PD-3 although there was no approved plan. She further stated that the proposed zone is compatible with the surrounding neighborhood if developed at a density not exceeding 1.12 dwelling units per acre. Applicant has requested the underlying default zoning of R-2. Ms. Bowers finds that adequate public facilities are available or will be supplied at a time of further development of the property. Ms. Bowers stated that due to the size of the property, applicant was required to perform a site analysis of the property. She also stated that the final plat will require building envelopes for geotechnical reasons, part of the mitigation of the rockfall and drainage areas will be the construction of small drainage berms combined with boulder barriers. As part of the ordinance, applicant is required to have an inspector be on site during the construction of the berms and drainage pathways. She stated that staff is requesting that there be sidewalks around the entire perimeter of this area. Alternate street standards are being proposed by applicant. Staff is suggesting that all lots should have direct access either to a sidewalk or to a pedestrian path.

### **QUESTIONS**

Commissioner Cole asked if there was any need for an accel/decal lane at the entrance of the property. Ms. Bowers stated that according to the information she has received an accel/decal lane is not warranted.

Commissioner Putnam asked if the proposed development is adjacent to the Colorado National Monument. Lori Bowers stated that it is not adjacent to the Colorado National Monument.

Chairman Dibble asked what the long term benefits of this development might be. Ms. Bowers enumerated those benefits to be protection of a lot of open space area, innovative design, protection of the flash flood areas, among others.

Chairman Dibble asked what the minimum lot size for the backup zoning would be. Lori said that that smallest lot on this plan is .49 acres with the largest being .89 acres.

### **STAFF'S PRESENTATION**

Rick Dorris, City Development Engineer, confirmed that a traffic study has been done and turn lanes were not warranted on South Camp Road. A TEDS exception for reduced street lighting was submitted and it was determined the number of required street lights to be 11.

### **QUESTIONS**

Commissioner Pitts asked if from an engineering standpoint that water will not come down the two water contributories. Mr. Dorris stated that applicant has analyzed the 100 year flood plain. He also stated that it is applicant's engineer's responsibility to calculate what the 100 year flow rate is to determine how wide that will be.



Chairman Dibble stated that he has a concern with only one entrance until the 100<sup>th</sup> lot is sold. Mr. Dorris confirmed that you can develop 99 lots with a single access provided there is stubbing for another access in the future. He also stated that applicant has provided a contingency plan to be able to develop the subdivision past the 99 lot threshold.

### **PUBLIC COMMENT**

Karen Urban, 313 Rimrock Court, stated that the numbers the developers are providing are deceiving because of the 46 acres of open space. She believes that a park is needed more than bike paths. She further stated that she believes the density is inappropriate. "It will take away all of the rural feel of that whole end of South Camp Road."

Gary Liljenberg of 2297 Shiprock Road stated that school buses will have a great deal of difficulty turning into the subdivision without turn lanes. He stated his biggest concern is with the widening of Monument Road at the same time of this development and wants to assure that both roads are not closed at the same time.

Nancy Angle (325 Dakota Circle) stated that she has many concerns, some of which are wildlife issues, the drainage off Red Canyon, lights, traffic, density and irrigation.

Gary Pfeufer, 351 Dakota Circle, stated that he does not believe the traffic study. He believes South Camp Road will need to be widened with a third lane in the middle for turning all the way to Monument Road. Additionally, he does not believe the soil engineer's study of the water.

Gregory Urban, 313 Rimrock Court, stated that looking at the most critical portion of where this development is, it's a high density plan. "What this development does is place exceedingly high density housing right in the middle of that migratory pattern which is the only migratory path that these animals have from Monument to Broadway because there's sheer rock walls all of the rest of the distance and that is where all the animals travel." He suggests a review by the Division of Wildlife and National Park Service to see what kind of impact this development will have on the migratory patterns on the animals that come down the wash before any type of high density is approved.

John Frost (2215 Rimrock Road) stated that two items of concern are innovative slope failure control and the open space.

### **APPLICANT'S REBUTTAL**

Sid Squirrell confirmed that they have addressed the wildlife issue with the Division of Wildlife. Further, the culverts will be engineered to allow the water to come through. They are proposing native plantings and xeriscaping using limited irrigation water.

## **QUESTIONS**

Chairman Dibble asked about the use of sidewalk and gutter around certain portions of the development. Mr. Squirrell stated that, "We're trying to create an urban feel, trying to blend in with our surroundings and instead of having sidewalks, we'll have landscaping up to the roads or gravel. It's just a softer feel than a traditional two sidewalk neighborhood."

Commissioner Carlow asked whether or not South Camp Road would need to be expanded. Rick Dorris addressed the traffic study, which has been reviewed by the City, and stated that turn lanes are not warranted. He believes that ultimately South Camp Road would be expanded to three lanes all the way down to Monument Road. "It's not warranted now and it's not warranted twenty years from now based on the numbers used in the study."

Commissioner Pitts had a question regarding the need for only one entrance. Rick Dorris stated that it is fire code driven. It is necessary to have a second physical access when the 100<sup>th</sup> dwelling unit is built.

## **DISCUSSION**

Commissioner Wall stated that he does not think that this planned development is compatible with other neighborhoods. "I think it's an abuse of the planned development code by saying that we're giving 47 acres to open space which basically 46 of it isn't usable."

Commissioner Pitts stated that he concurs with Commissioner Wall. "It doesn't conform with the neighborhood so I cannot support the proposal."

Commissioner Carlow stated that he is reluctant to vote without the Corps of Engineer's decision on this project.

Commissioner Lowrey stated that he can support the project. He believes that the density does conform with the Redlands. He finds the diversity is something that is needed and creates a healthier neighborhood. He also is in favor of applicant not building on geological features.

Commissioner Putnam stated that the patio home feature makes it attractive and supports the project.

Commissioner Cole stated that opponents and proponents of any project need to be considered as well as whether or not it is going to be an asset for the entire community. He believes a tremendous amount of planning has gone into this proposal.

Chairman Dibble stated that with regard to the zone of annexation, a default of R-2 would be appropriate. He believes the planned development overlay fits better because most of the surrounding development is an overlay district of planned development to

utilize the intricate conditions of the area. He also concurs that more sidewalks and pedestrian crosswalks are necessary.

**MOTION: (Commissioner Cole) "Mr. Chairman, on the Fletcher Zone of Annexation, ANX-2006-108, I move that the Planning Commission forward to the City Council a recommendation of approval of the Planned Development (PD) zone district for the Fletcher Annexation with the facts and conclusions listed in the staff report."**

Commissioner Lowrey seconded the motion. A vote was called and the motion passed by a vote of 5-2.

**MOTION: (Commissioner Cole) "Mr. Chairman, on item number PP-2006-217, I move that we forward to the City Council a recommendation of approval of the Preliminary Development Plan for Redrocks Valley Subdivision conditioned upon the applicant providing direct access to either a sidewalk or path for those lots that do not currently have direct access and a sidewalk on one side of Boulder Road its entire length."**

Commissioner Lowrey seconded the motion. A vote was called and the motion passed by a vote of 4-3, with Commissioners Pitts, Wall, and Carlow opposed.

A brief recess was taken.



July 14, 2006

Planning Commission  
City Hall  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501

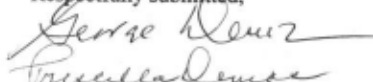
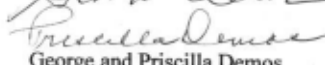
Attn: Lori Bowers

Re: ANX-2006-108 Fletcher Annexation

To whom it may concern:

We are residents of Monument Valley Estates and are writing to oppose the proposed development zoning request to zone 139 acres from a County PD to a City RSF-2 zone district. We believe that the appropriate zoning for the Development should be RSF-1 to match the existing neighboring developments. We have lived on Rimrock Court, one block off South Camp Road, for ten years. To develop the 139 acres across the street, as proposed, would change the character of the existing subdivision and create tremendous traffic problems. We concur with the opinions stated in the enclosed copy of a letter, dated June 8, from our neighbors, Greg and Karen Urban.

Respectfully submitted,

  
  
George and Priscilla Demos

309 Rimrock Court  
Grand Junction, Colorado 81503

*Enclosure*

June 27, 2006

To: ATTN: Lori Bowers

Planning Commission

Grand Junction City Hall

250 N 5<sup>th</sup> St.

Grand Junction, CO 81501

RE: ANX-2006-108 Fletcher Annexation

To Whom It May Concern:

We oppose the proposed annexation and zoning change for this parcel. It does not fit with the existing contiguous neighborhood, and it presents traffic issues and lighting issues that compromise those existing developments.

Several items from the city's Context for Planning documents must be considered.

Is this development appropriate for the existing community? No. It's much higher density, presenting significant traffic impact on South Camp Rd.

Is there an identifiable focus on preserving environmental quality? No. Its density, its lack of concern for usable open space, its impact on local vegetation and wildlife all indicate the answer is no. Further, the developer proposes to significantly alter the native landscape, removing geological landmarks.

Are the factors that shape the quality of life in the neighborhood clear? No. Its density, its impact on traffic patterns, and its significant light and noise pollution argue against it.

It may be true that original zoning allowed 3 units per acre, but times have changed, and it's clear that the proposed density would overwhelm the existing neighborhood. The developer might argue that the request is only for 2 units, but that is deceptive given the amount of unusable land. The actual density would be much, much heavier.

We are particularly concerned with the major intersection the developers propose at the corner of South Camp and Rimrock Rd. As currently designed, this is where the bulk of traffic for the development will enter and leave. It is on an already strained curve. Traffic using Rimrock to the west must proceed with caution. We have witnessed many near accidents. A stop sign on South Camp would change the nature of the road, and probably end up causing even more accidents. A stop light would change the character of the neighborhood, also causing collateral problems.

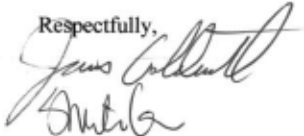
The current bicycle traffic is stressed at this stretch of road. Adding 300-400 cars using this intersection would be a disaster.

We cherish the absence of street lights in our neighborhood. We strongly oppose a development that would necessitate their use.

We request that the Planning Commission permit a rezone only to RSF 1, and that the Planning Commission ensure that the development fits the character of the existing community, and that it includes the open space and park land that a new community deserves. The development will happen only once. We urge the Commission to ensure that the development occur in a quality fashion.

In addition, we refer the Commission to the excellent letter submitted by Karen and Greg Urban. We agree with most of its substance.

Respectfully,

Handwritten signatures of James and Sheila Goldsmith in cursive script.

James & Sheila Goldsmith  
2244 Rimrock Rd.  
Grand Junction, CO 81503



June 8, 2006

To: ATTN: Lori Bowers  
Planning Commission  
City Hall,  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: ANX-2006-108 Fletcher Annexation

To whom it may concern:

We oppose the proposed Development zoning request to zone 139 acres from a County PD to a City RSF-2 zone district. The appropriate zoning for the proposed Development should be RSF 1 in order to match what already exists in ALL of the immediately adjacent developments. Also of special consideration is the contiguous location of the proposed Development to the East corridor entrance to the Colorado National Monument.

The City of Grand Junction's Context for Planning documents several items that must be considered upon the request for the zoning change for this new Development. Is the Development appropriate for the current community? Is there an identifiable focus on preserving environmental quality? Are the factors that shape the quality of life in a neighborhood clear for the proposed New Development? Items such as availability of parks and open space, a sense of tranquility and safety, friendliness and neighborhood pride should be considered. New development should be compatible with the existing neighbors and that is not what is visible in this proposed Development. The Growth Plan for the City of Grand Junction specifically states that a community must actively manage its growth and respond to changing circumstances if it is to meet the needs of its residents AND RETAIN THE QUALITY OF LIFE THAT INITIALLY ATTRACTED THOSE RESIDENTS TO THE COMMUNITY. We recognize that development will take place in this area; we require that the area maintain compatibility with the existing neighbors surrounding it. This may be accomplished by appropriate zoning that does not exceed RSF-1.

The City of Grand Junction Parks Master Plan clearly recommends several neighborhood parks located throughout the Redlands Area. They note specific criteria including that the park should be a 5-10 minute walk in a ½ mile radius. The Developer plans for nearly 100 new homes and no neighborhood park. The reason for Planning per the City of Grand Junction includes addressing the need for open space requirements and acknowledges that the dedication of adequate open space can help to ensure the long term integrity of individual neighborhoods. In the Growth Plan the context for planning notes that new development in areas which are not now urban must include parks to replace

some of the open space benefits of the undeveloped land. The new development should include:

1. Continuation of the paved walkway on the North Side of South Camp Road to provide symmetry like the rest of South Camp Road (except for the current undeveloped area).
2. A turn lane at all entrances and exits off of South Camp Road.
3. A bike lane. The proposed entrance/exit road (Rimrock Road) is located at a point where cars exiting the new development who want to turn left (east) onto South Camp have to deal with a curve and cars/bikes coming from the west are not seen in the distance Blind spot). Currently cars/bikes traveling west on South Camp Road wanting to turn left (South) onto Rimrock Road must proceed with caution due to the limited visibility of cars/bikes traveling east on South Camp Road.
4. At a recent neighborhood meeting, the Developers suggested a plan that included around 39 acres of what they called open space; however, the areas they include do not fit the definition of open space. The areas they included were part of the floodplain and nearly 39 acres of rock walls that are nearly unscaleable let alone buildable.

How does the proposed Development address the concerns clearly documented in the Redlands Neighborhood Plan as it notes the location of the Colorado National Monument? The proposed Development is contiguous to the Monument and so must follow the broad principles identified in the Plan. The proposed Development erases and blocks the primary migratory pathway (Red Canyon, for example) for wildlife moving between the Monument and the Colorado River. This includes packs of coyotes, mountain lions and bobcats.

How do the developers address the issue of the Floodplain (Red Canyon) which goes through the development? Do they ensure the safety of the persons and homes in the area? How? Are the potential owners of homes in or near the floodplain exposed to undo hazards? Do the developers protect the integrity of the floodplain?

Also, how do the Developers document their effort to avoid nighttime light pollution, minimize contact with domestic pets and enhance or maintain the movement corridor for the wildlife?

Based on the specific goal and policies of the Growth Plan, the impact of new development on the natural values and resources of the Monument should be minimized or avoided and we question how the new Development responds to that goal.

The Growth Plan also requires that new developments along the border of the Colorado National Monument not exceed 1 dwelling per 5 acres, promote the use of native plants for landscaping new developments adjacent to the Monument and WASHES coming from the development (like Red Canyon). It may also be noted that based on the present location of the proposed Development, it is impossible to maintain a native landscape as all of the adjacent neighborhoods do. By the presented plan, most of the lots would require significant infill to change the elevations to allow building. There has been suggestion of removing one of the hillsides of the horizon to accomplish this.

Land subject to hazardous conditions such as flash flooding shall be identified in all applications, and development shall not be permitted in these areas unless the application provides for the avoidance of the particular hazard. Does this proposed Development meet this requirement?

We request that the Colorado Division of Wildlife and the Museum of Western Colorado review the planned Development so that destruction of irreplaceable elements, a negative impact on a paleontologic/prehistoric or archaeological site does not occur. Alteration of a native wildlife corridor would put wildlife and current residents at risk. According to the Master Plan, a comprehensive inventory of paleontologic resources in the proposed Development in conjunction with the Museum of Western Colorado is appropriate.

Please note that according to the Grand Junction Redlands Neighborhood Plan the Red Canyon is a mapped drainage and wash and provides important value and function to the residents of the Redlands area and requires the use of best management practice and protection. This wash and canyon is contiguous and consistent with the absence of residential development in Redlands Mesa Golf Course.

The Community Image/Character Action Plan recognizes that the Monument Road and South Camp Road are important corridors on the Redlands because of their approach to the Colorado National Monument. It states that the Redlands has a distinct character, with the varying topography, scenic vistas, open and somewhat rural feel. One goal of the Plan is to achieve high quality development on the Redlands in terms of site planning and architectural design. The proposed Development is within 1 mile of the East entrance to the Colorado National Monument. The proposed Development is adjacent to Monument Valley which has homes on lots of over 1 acre to about 5 acres. Redstone is nearby with homes on lots of over 1 acre to about 5 acres. The proposed Development should be the same (RSF-1, which is low NOT RSF-2 which is medium low).



We request close review of the request and find ourselves with strong support from many residents of Monument Valley in our opposition to allow a higher density than what currently exists in the neighborhood so close to the Colorado National Monument. We moved here over 10 years ago to enjoy the views of the Monument, the peaceful and rural nature of the Monument Valley Development, the dark and beautiful night sky; we hope that this neighborhood may maintain the distinct and unique rural atmosphere that presently exists.

Respectfully submitted,

Karen & Greg Urban  
313 Rimrock Court  
Grand Junction, CO 81503

Cc: Division of Wildlife  
Museum of Western Colorado

Lori,

After reading the staff report I have several comments about the zone of annexation and Red Rocks Valley Subdivision.

I have been interested in how this land would develop. With the natural topography and drainages on this property I knew it would be a challenge. After reading the report several things have come to mind.

1. Even though there is more open space than is required of a development of this size I question whether this open space is really usable for the future residents. It might be nice to look at but can they do anything with it? I would hope at final design there is open space that is actually usable by the residents rather than just drainages and steep hillsides.

2. I believe having private streets in the patio home area is not a good idea. What is the reasoning of the developer for private streets? Are they private so they can escape city street requirements? No on street parking is allowed in the patio homes since there will be no room. Where will visitors park? Will the visitors park on the streets behind the patio homes across from the single family dwellings? There must be parking within the patio home development for excess vehicles of residents as well as visitors.

Where will residents of the patio homes park their recreational vehicles? Many will have boats, RV's etc. Also, it is stated in the project report that the HOA will maintain the private streets. Will there be a separate HOA for the patio homes? It does not seem right that all the single family homes in the subdivision would be required to maintain the private streets in the patio home development.

3. When looking at the preliminary plans which I realize are not the final plans, I see a much denser subdivision than the existing subdivisions which surround this development. It does not appear to be compatible as most are on 1-5 acre lots. Because of the topographical issues with this parcel it appears the developer is trying to crowd as many homes into the subdivision as possible to make up for the topographical constraints.

4. The developer does not want to build sidewalks and connecting pedestrian trails in some portions of the development. I question the reasoning of the developer for wanting to build this subdivision similar to other developments that were built in the county. The county has not typically designed to urban standards since it deals with more rural settings. If the developer is asking for annexation to the city with all city services he should be required to design to city standards.

5. There was no mention of a traffic study. Doesn't there need to be a traffic study for a development of this size which will generate over a

thousand trips a day upon buildout?

6. What about accel and decel lanes on Southcamp Road?

7. Will there be a provision for a street connection between the adjacent development to the north or to Redlands Mesa or will everyone have to go to Southcamp Road to access this subdivision by vehicle.

8. I see the old lift-station will be removed. Won't the developer have to build a new lift-station since much of this development is below Southcamp Road? Who is responsible for the maintenance of this lift-station if one is required?

I believe this land will be developed but I question the density being proposed even though the developer is providing lots of open space. The questions is--Did he really have a choice due to the topography and is it really desirable for the future resident's use? Also, is this development compatible with existing developments adjacent to it? I think not.

Thanks,

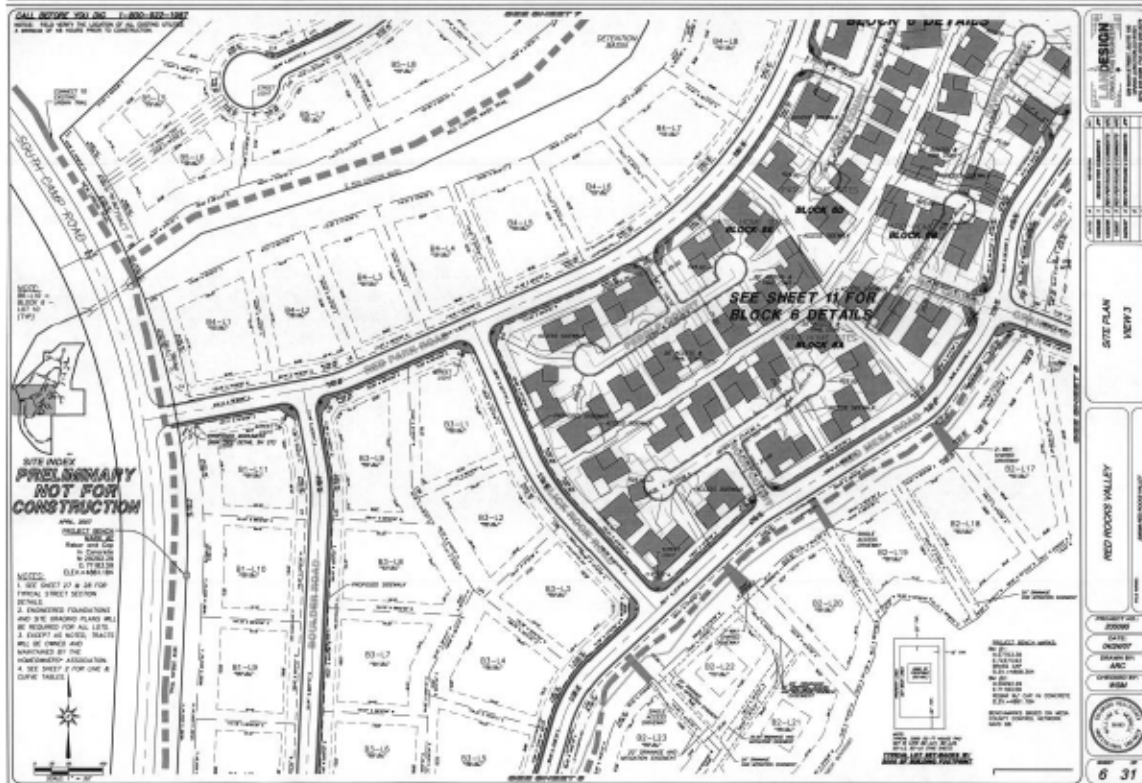
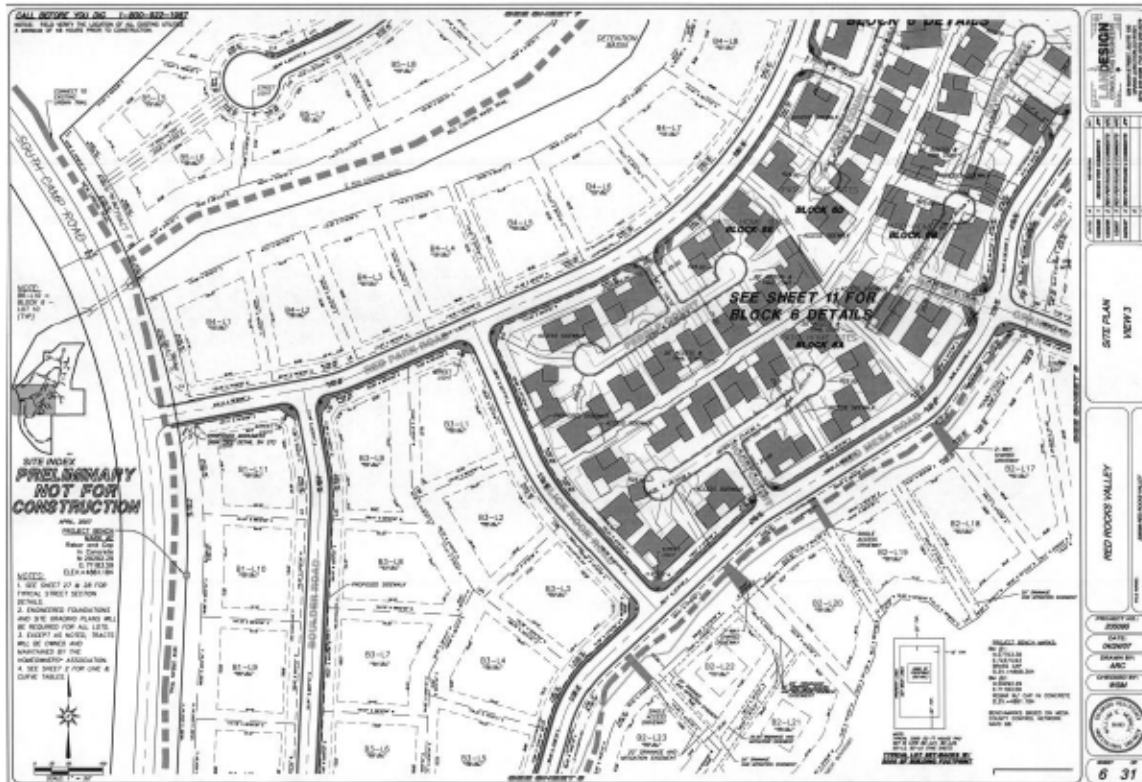
Terri Binder



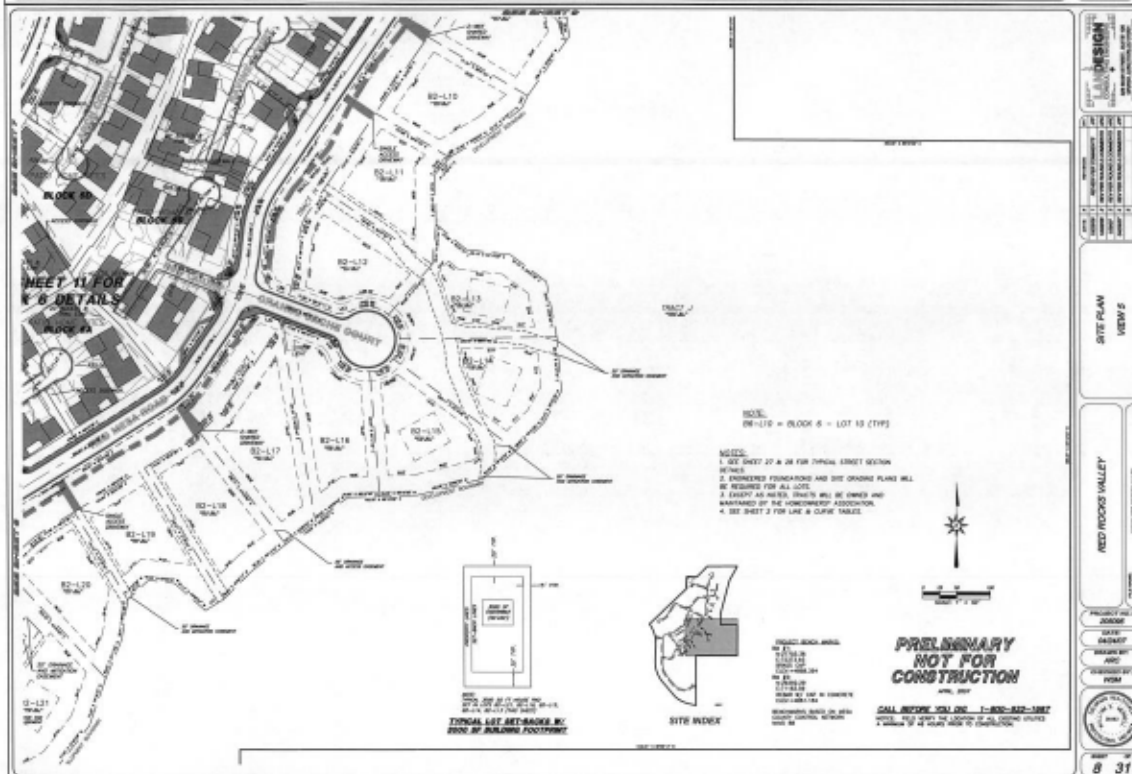
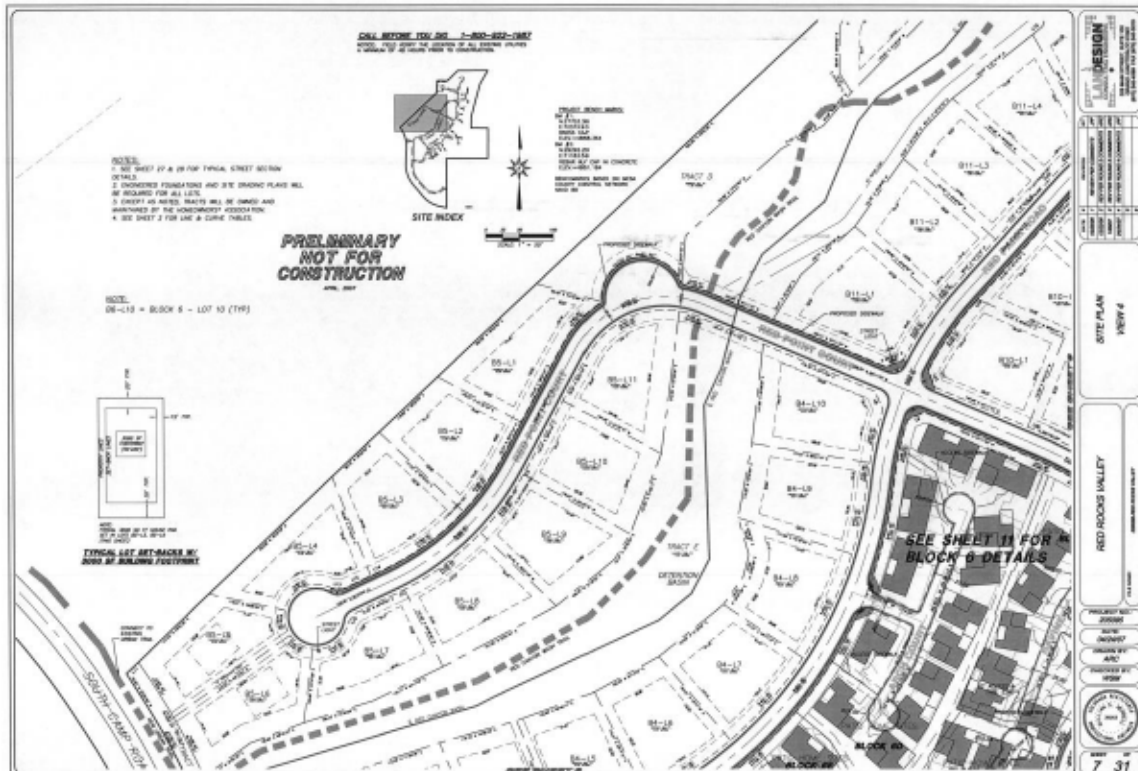




















**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ZONING THE FLETCHER ANNEXATION TO  
PLANNED DEVELOPEMET 1.12 (PD)**

**LOCATED APPROXIMATELY 1/2 MILE WEST OF MONUMENT ROAD ON THE  
NORTH SIDE OF SOUTH CAMP ROAD**

**Recitals**

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the Fletcher Annexation to the PD zone district finding that it conforms with the recommended land use category as shown on the Future Land Use map of the Growth Plan, and the Growth Plan's goals and policies, and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 2.6 of the Zoning and Development Code and the requirements of Chapter 5, regarding Planned Developments. The default zoning is R-2, Residential – 2 units per acre.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the PD zone district is in conformance with the stated criteria of Section 2.6 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION  
THAT:**

The following property be zoned Planned Development not to exceed 1.12 dwelling units per acre.

**PERIMETER BOUNDARY LEGAL DESCRIPTION  
FLETCHER ANNEXATION  
2945-194-11-001 & 2945-301-12-001**

A certain parcel of land located in the Southeast Quarter (SE1/4) of Section 19 and the Northeast Quarter (NE1/4) of Section 30, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

BEGINNING at the Southeast corner of Block D, Monument Valley Subdivision, as same is recorded in Plat Book 16, page 269-270, Public Records of Mesa County, Colorado, and assuming the East line of the NW1/4 NE1/4 of said Section 30 bears S00°00'15"W with all other bearings contained herein being relative thereto; thence

from said Point of Beginning; S11°52'16"W to a point on the South right of way line of South Camp Road, as same is recorded in Book 997, pages 945-946, a distance of 100.00 feet; thence along said right of way N78°07'44"W a distance of 204.77 feet; thence 662.69 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 37°46'59" and a chord bearing N59°14'14"W a distance of 650.75 feet; thence N40°20'44"W a distance of 457.15 feet; thence 390.46 feet along the arc of a 1004.93 foot radius curve concave Northeast, having a central angle of 22°15'42" and a chord bearing N29°12'52"W a distance of 388.01 feet to a point on the centerline of Rimrock Drive, as same is shown on the plat of Monument Valley Subdivision Filing No. 5, as same is recorded in Plat Book 14, Pages 212-214, Public Records of Mesa County, Colorado; thence N71°52'16"E a distance of 50.00 feet to a point on the East line of the Monument Valley Annexation, City of Grand Junction Ordinance No. 2850, and the centerline of said South Camp Road; thence 353.46 feet along the arc of a 954.93 foot radius curve concave East, having a central angle of 21°12'28" and a chord bearing N07°28'38"W a distance of 351.45 feet; thence N03°07'36"E along a line 429.61 feet; thence 602.38 feet along the arc of a 954.93 foot radius curve concave West, having a central angle of 36°08'35" and a chord bearing N14°55'27"W a distance of 592.44 feet; thence N57°08'32"E a distance of 50.00 feet to a point on the North right of way of said South Camp Road; thence S32°59'44"E a distance of 45.59 feet; thence 633.56 feet along the arc of a 1004.93 foot radius curve concave West, having a central angle of 36°07'20" and a chord bearing S14°56'04"E a distance of 623.12 feet; thence S03°07'36"W a distance of 429.95 feet; thence 686.60 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 43°28'20" and a chord bearing S18°36'34"E a distance of 670.25 feet; thence S40°20'44"E a distance of 457.15 feet; thence 596.27 feet along the arc of a 904.93 foot radius curve concave Northeast, having a central angle of 37°45'09" and a chord bearing S59°13'19"E a distance of 585.54 feet; thence S78°07'44"E a distance of 205.25 feet; more or less to the Point of Beginning, TOGETHER WITH Block C and Block D, of said Monument Valley Subdivision.

Said parcel contains 144.43 acres (6,291,761 square feet), more or less, as described.

This Ordinance prescribes as follows:

- 1) **Default zoning standards.** If the planned development approval expires or becomes invalid for any reason, the property shall be fully subject to the default standards. The default standards of the R-2 zoning designation will apply.
- 2) **Phasing schedule.** The Phasing Schedule is:  
First Phase shall be platted by March 1, 2008;  
Phase 2 – by March 1, 2011;  
Phase 3 – by March 1, 2013,  
Phase 4 – by March 1, 2015  
Phase 5 – by March 1, 2017.

A graphic depiction of the phasing is shown on sheet 3 of the approved preliminary drawings, dated 4/24/07, included in development file number PP-2006-217.

3) **Number of units allowed.** 155 residential units allowed – 103 single family residential lots, 1/2 acre in size or larger; 52 patio homes (attached and detached).

4) **Applicable setbacks.**

**a) Patio homes.** The setback standards for the patio homes are as follows: A minimum 14-foot setback is required around the perimeter of the patio home area. This setback is measured from the back of walk and includes Red Park Road, Red Point Road, Red Mesa Road, and Slick Rock Road. The front setback for all garages shall be 20 feet. The side setback between buildings is 10 feet, except for those units that are attached, and then a zero setback is allowed. No accessory structures will be allowed. A dimensioned final design of the patio home area will be recorded with the Final Plat.

**b) Other homes.** The setbacks for the single-family homes not designated as patio homes are as follows: The front setback is 20 feet for the principle structure and 25 feet for accessory structures. Side setbacks are 15-feet for the principle structure and 3 feet for accessory structures. The rear setback is 30-feet for the principle structure and 3 feet for an accessory structure. (These setbacks are consistent with the R-2 default zone.)

5) **Future development.** A tract (shown as Tract N on the approved preliminary drawings dated 4/24/07, found in development file number PP-2006-217) is reserved for future development to adjoin the property to the east.

6) **Construction restrictions.**

Construction outside of the designated building envelopes will not be permitted. Engineered foundations and site grading plans shall be required on all lots. The Final Plat shall include a note requiring construction with the designated building envelopes, engineered foundations and site grading plans for each and every lot.

Mitigation berms, swales for drainage and rock fall areas shall be constructed. City engineer(s) and Colorado Geological Survey representatives shall be permitted to supervise the construction of these features and these features must be inspected and approved by a City engineer. These features will be considered and treated as “as-built.” The construction of these features shall be guaranteed and secured by Development Improvements Agreement (DIA) and associated security. Maintenance of these features shall be provided by an association of the homeowners in perpetuity, and easements in favor of said association for this purpose shall be granted.

No planning clearance or building permit shall issue for any construction on the lot designated as Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217, and said lot shall not be sold, unless



and until a secondary access is constructed in the subdivision to the east. No more than 99 homes shall be constructed in area comprised by the Plan (referred to presently as the Red Rocks Valley Subdivision) unless and until a secondary access to a public roadway or street is constructed, whether within the Red Rocks Valley Subdivision or in the subdivision / development to the east. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions. Construction of said secondary access shall be guaranteed and secured by a DIA and associated security.

If no access to South Camp Road that can serve as a secondary access for Red Rocks Valley Subdivision is completed in the subdivision / development to the east by the time a planning clearance or building permit for the 99th house issues, the developer shall promptly construct the secondary access in the location of Lot 1, Block 1 on the approved preliminary drawings dated 4/24/07, included in development file number PP-2006-217.

No planning clearance or building permit shall issue for any construction on the lot designated on the approved preliminary drawings, dated 4/24/07 and included in development file number PP-2006-217 as Lot 1, Block 5, unless and until the ingress/egress easement is vacated and the lift station associated with it has been relocated or is no longer needed, as determined by City staff. A Recording Memorandum setting forth in detail these restrictions shall be recorded so as to inform potential buyers of such restrictions.

The Final Plat shall show any and all "no-disturbance" and/or "no-build" zones as designated by the Army Corps of Engineers or City engineers.

7) **Private Streets Agreement.** Private streets as proposed by the Applicant are approved; an agreement for the maintenance of all private streets in the subdivision in accordance with City Transportation Engineering and Design Standards (TEDS) shall be required and shall be recorded with the Final Plat.

8) **Sidewalks.** The following sidewalks not shown on the approved preliminary drawings dated 04/24/07 included in development file number PP-2006-217 shall be provided:

- Sidewalk on both sides of Slick Rock Road.
- Sidewalks on both sides of Red Park Road.
- On Grand Cache Court, continue the sidewalk around the entire cul-de-sac and both sides of the street.
- Sidewalk on both sides on Red Pointe Road between Red Mesa Road and Red Park Road.
- Continue sidewalk around the cul-de-sac on Crevice Court to the trail in Red Canyon.

9) **Park land dedication.** The final plat shall include a dedication to the City for a public park holding in the corner of land which connects with and would make contiguous City's two holdings to the north and east of this parcel. Said dedication shall be sufficient, at a minimum, to allow maintenance access, and shall be to the reasonable specifications of the Parks and Recreation Department.

10) **Trails.** Existing public trails in the area shall connect through this subdivision.

**INTRODUCED** on first reading the 18th day of July, 2007 and ordered published.

**ADOPTED** on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk

**GRAND JUNCTION PLANNING COMMISSION**  
**March 9, 2021 MINUTES**  
**5:30 p.m.**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, Vice Chair Christian Reece, George Gatseos, Keith Ehlers, Ken Scissors, Andrea Haitz, and Sandra Weckerly.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Jace Hochwalt (Senior Planner), and Lance Gloss (Senior Planner).

There was 1 member of the public in virtual attendance: Jennifer Rhamy.

**CONSENT AGENDA**

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Commissioner Ehlers moved to adopt Consent Agenda Item #1. Commissioner Reece seconded the motion. The motion carried 6-0.

Commissioner Haitz was absent during this vote.

**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from February 23, 2021.

**REGULAR AGENDA**

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**1. Red Rocks Valley Planned Development Amendment** **File # PLD-2020-693**

**[Agenda item can be viewed online here at](#)**

Consider a request by NorthStar Towing for a Conditional Use Permit for an impound lot on 1.657 acres in a C-2 (General Commercial) zone district.

**Staff Presentation**

Jace Hochwalt, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

Commissioner Reece asked a question about the orientation of the access points.



Commissioner Gatseos asked a question regarding safety on the private, internal streets.

### **Applicant Presentation**

Dorothy Shepard, DOR Studio Architecture, gave a presentation regarding the request.

### **Questions for Applicant**

Commissioner Scissors asked a question regarding the orientation of the houses in future filings.

Commissioner Gatseos asked a question regarding drainage in the area.

Commissioner Reece asked a question regarding the construction of the first filing.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Karen Brennan, Rudolph T. Textor, and George Callison left comments on GJSpeaks regarding the request.

Ms. Jennifer Rhamy made a comment regarding the request.

The public hearing was closed at 6:05 p.m. on March 9, 2021.

### **Applicant Response**

Darren Caldwell provided a response to public comment.

### **Questions for Applicant or Staff**

Chair Teske asked a question regarding the staff report analysis.

Commissioner Gatseos asked a question regarding the change in setbacks.

### **Discussion**

Commissioner Ehlers made a comment regarding the request.

### **Motion and Vote**

Commissioner Scissors made the following motion, "Chairman, on the request to amend the previously approved Red Rocks Valley Outline Development Plan, located at South Camp Road and Rock Valley Road, City file number PLD-2020-693, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report.

Commissioner Gatseos seconded the motion. The motion carried 7-0.

## 2. **Ametek Rezone**

**File # RZN-2020-592**

[Agenda item can be viewed online here at](#)

Consider a request by 1215-1217 Perry LLC to rezone two (2) properties from PD (Planned Development) to C-1 (Light Commercial), located at 287 27 Road and the adjacent Dixon Park, collectively comprising 8.7 acres; and, to rezone one property from PD (Planned Development) to M-U (Mixed Use), located at 288 27 Road, comprising 2.81 acres.

### **Staff Presentation**

Lance Gloss, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

None.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:28 p.m. on March 9, 2021.

### **Questions for Applicant or Staff**

None.

### **Discussion**

None.

### **Motion and Vote**

Commissioner Gatseos made the following motion, "Chairman, on the Rezone request for the property located at 287 27 Road, 288 27 Road, and the adjacent unaddressed property known as Dixon Park, City file number RZN-2020-592, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Ehlers made a comment regarding the request.

Commissioner Ehlers seconded the motion. The motion carried 7-0.

### 3. **Munkres Rezone**

File # RZN-2021-25

Agenda item can be viewed online here at

Consider a request by H & M Trust to rezone four (4) properties from PD (Planned Development) to R-8 (Residential – 8 du/ac), located at 585 North Grand Falls Court A, B, C, and D, comprising 0.7 acres.

#### **Staff Presentation**

Lance Gloss, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

None.

#### **Applicant Presentation**

Kim Kerk, xxx, was present and available for questions.

#### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:44 p.m. on March 9, 2021.

#### **Questions for Staff**

None.

#### **Discussion**

Commissioner Gatseos made a comment regarding the request.

#### **Motion and Vote**

Commissioner Ehlers made the following motion, “Chairman, on the rezone request for the property located at 585 Grand Falls Court A, B, C, and D, City file number RZN-2021-25, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Reece seconded the motion. The motion carried 7-0.

### 4. **Other Business**

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None.



5. **Adjournment**

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Commissioner Scissors moved to adjourn the meeting. Commissioner Ehlers seconded the motion. The vote to adjourn carried 7-0. The meeting adjourned at 6:47 p.m.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 4109 & 4511 FOR THE RED ROCKS VALLEY PLANNED DEVELOPMENT RESIDENTIAL SUBDIVISION REVISING THE PROPOSED PHASING SCHEDULE AND CLARIFYING SETBACKS AND ALLOWED ACCESS FOR THE PATIO HOME AREA**

**LOCATED APPROXIMATELY ½ MILE WEST OF MONUMENT ROAD ON THE NORTH SIDE OF SOUTH CAMP ROAD**

Recitals:

The Applicants, Conquest Homes LLC and Surf View Development Co, wish to amend the Red Rocks Valley Planned Development residential subdivision. The Red Rocks Valley residential development plan consists of 155 proposed residential units, common areas, and private drives on the 139.87-acre property. The Planned Development is partially developed, with undeveloped areas still remaining.

The purpose of this Ordinance is to extend the phasing schedule for the Red Rocks Valley Planned Development provided in Ordinance No. 4109 and subsequently amended in Ordinance No. 4511. In addition, this Ordinance will eliminate references to building envelopes and amend setbacks for future patio homes. Lastly, this Ordinance will allow patio homes to have the option of taking access from exterior public roads instead of private drives.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the amendment for the Red Rocks Valley Planned Development.

The City Council finds that the review criteria for the Planned Development that were established at the time Ordinance No. 4109 was adopted are still applicable and are still met and that the establishment thereof is not affected by the proposed amendments.

The City Council finds that the amendments are reasonable in light of current market conditions and economic feasibility of the project and are in the best interests of the community.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

The development phasing schedule established by Ordinance No. 4109 & 4511 is amended as follows:

Remaining Phases are to be Final Platted by December 31, 2029.

Patio Homes: The requirements and setback standards for the patio home area (known as the Red Rocks Patio Homes subdivision) are as follows: The front yard setback shall be a

minimum of 20 feet for the garage portion of a principal structure and 14 feet for the remainder of the principal structure. Side and rear yard setbacks shall be a minimum of 3 feet from the property line, with a minimum setback of 10 feet from adjacent lot principal structures. No structures shall be placed within easements. No recorded site plans reflecting building footprints shall be required at time of final platting. No accessory structures will be allowed. Perimeter patio homes may take access from public roads including Rock Valley Road, Red Point Road, Trail Ridge Road, and Ruby Mountain Road. Driveway locations will be reviewed at time of planning clearance to determine proper driveway spacing.

Introduced on first reading this 17<sup>th</sup> day of March, 2021 and ordered published in pamphlet form.

Adopted on second reading this 7<sup>th</sup> day of April, 2021 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor





## Grand Junction City Council

### Regular Session

Item #2.b.ii.

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**Meeting Date:** March 17, 2021

**Presented By:** Lance Gloss, Senior Planner

**Department:** Community Development

**Submitted By:** Lance Gloss, Senior Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Rezoning Two (2) Properties from PD (Planned Development) to C-1 (Light Commercial), Located at 287 27 Road and the adjacent Dixon Park, Collectively Comprising 8.7 Acres; and, to Rezone One Property from PD (Planned Development) to M-U (Mixed Use), Located at 288 27 Road, Comprising 2.81 Acres and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

Planning Commission heard this item at their March 9, 2021 meeting and voted (7-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The application concerns three adjacent properties, including the property at 287 27 Rd which contains the Ametek building, the former Dixon Park property abutting to the west, and the property at 288 27 Road, which lies across 27 Road to the east. All three of these properties are currently zoned PD (Planned Development). The rezone is intended to provide for future commercial and residential development on the site, as both C-1 and M-U zones allow a range of commercial and multifamily residential uses. Staff considers the request to align with the goals and strategies of the 2020 One Grand Junction Comprehensive Plan, including the Comprehensive Plan Land Use designations for the properties, which are Commercial (for the properties proposed to be rezoned to C-1) and Mixed Use (for the property proposed to be rezoned to M-U). Staff also finds the proposal to meet all required criteria for a rezone, and recommends approval of this request.

#### **BACKGROUND OR DETAILED INFORMATION:**

## **BACKGROUND**

Each of the three adjacent properties considered here for rezoning have distinct historical uses. The Ametek property was developed with a warehouse in 1960, with the current manufacturing/warehouse structure of 103,238 square feet completed in 1990. Ametek manufacturing activities were subsequently moved out of state, and the facility is vacant and is in a state of neglect. The Dixon Park property was, until 2020, a privately-owned park that was previously available for public use by lease arrangement and consideration of \$1 per year between the City and the property owner. This arrangement has now ended. The property at 288 27 Road is currently vacant, and consists of natural scrub vegetation and a gravel area that has been used as parking in the past, also containing several streetlights.

The properties at 287 and 288 27 Road and the adjacent Dixon Park were zoned to PD (Planned Development) under Mesa County jurisdiction, and were annexed to the City's PD (Planned Development) zone in 1973. Perhaps due to this history, the PD zoning for this property is particularly narrow and ill-defined, relative to other PD zones throughout the City. For example, the only permitted use of the properties at 287 and 288 27 Road is manufacturing, with accessory uses such as office. No use whatsoever is clearly specified by the original PD ordinance that would indicate whether or not the property that was, until recently, Dixon Park is properly zoned for use as a park. Thus, in various ways, the PD is cumbersome, unclear, and not permissive of the continued development of the site. For an example of just how cumbersome this particular PD is, consider that the only other City file concerning this property since the zone of annexation was applied is a 1999 file, which demonstrates that a PD amendment – which is a zoning action – was required simply to permit the addition of 384 square feet to the warehouse structure at 287 27 Road.

The parameters and requirements of the existing PD zone can be summarized as being narrowly aligned with the operation of a warehouse and manufacturing structure for manufacturing, distribution, and engineering. Furthermore, City review of the rezone request yielded no substantial objections from review agencies, including City and County departments and private utilities.

## **NOTIFICATION REQUIREMENTS**

Two Neighborhood Meetings regarding this rezone request were required in accordance with Section 21.02.080(e) of the Zoning and Development Code. The first Neighborhood Meeting was held virtually following proper notice on Monday, October 5, 2020. At that meeting, a different proposed zone district was provided by the Applicant for one of the properties; specifically, the property now proposed for rezoning to M-U was initially proposed for rezoning to R-8. Subsequent to this change of intent, the second Neighborhood Meeting was held virtually following proper notice on Thursday, January 14, 2021. Three members of the public attended. One attendee expressed concern about low-income multifamily housing being constructed at the

subject property. One attendee expressed concern about water rights associated with the irrigation ditch adjacent to the subject property. One attendee expressed concern about ongoing notifications related to future development.

Notice was completed consistent with the provisions in Section 21.02.080(g) of the Zoning and Development Code. The subject property was posted with an application sign on February 25, 2021. Mailed notice of the public hearings before Planning Commission and City Council the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on February 28, 2021. The notice of this public hearing was published on March 2, 2021 in the Grand Junction Daily Sentinel.

## **ANALYSIS**

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, rezones must only occur if the five criteria listed below are all met. Staff analysis of the criteria is found below each listed criterion.

- (1) Subsequent events have invalidated the original premises and findings; and/or

The PD zoning that was applied to these properties has not been updated since 1999, and even then the change was only a minor amendment to PD zoning accepted by the City in 1973, which was itself existed previously under Mesa County jurisdiction. Numerous events have occurred in the City at large, and in the immediate area of the subject properties, since that time. These include the adoption of multiple Comprehensive Plans that affected these properties, including the 2010 Grand Junction Comprehensive Plan and the 2020 One Grand Junction Comprehensive Plan. One relevant change included in the 2020 One Grand Junction Comprehensive Plan is the redesignation of the Dixon Park property from Park Future Land Use to Commercial Land Use. This aligns with the recent termination of the City's lease on the property by determination of the City, a factor which substantially alters the premises for zoning of the property. Specifically, it is no longer appropriate for the PD zoning of the Dixon Park property to identify it as a park, when the arrangement that provides for park-like use of the property no longer exists. Further, and as explored in relation to criterion two below, the ongoing residential development of the Orchard Mesa neighborhood has appreciably increased the viability of medium- or high-density residential development for the property at 288 27 Road, which is currently underutilized. Finally, the relocation of Ametek operations that had formerly used the warehouse facility at 287 27 Road, which had been the primary use of that building since the establishment of the existing PD zoning, represents a major event that suggests the need to increase flexibility of the zoning for that property. Therefore, staff finds that this criterion is met.



(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The character of the Orchard Mesa neighborhood has substantially changed since the last zoning decision to amend the previously existing PD zoning for this property was made in 1999. Specifically, residential development—primarily single-family residential development—has occurred in many of the former greenfield areas of Orchard Mesa since that time. Where similar changes have occurred citywide, the provision of adequate housing supply for the needs of current and future residents increasingly requires the development of housing typologies other than single-family residences. Providing adequate housing is a primary goal of the 2020 One Grand Junction Comprehensive Plan, which calls for housing to keep “pace with demand and the variety of housing options the needs of residents and families of all ages and income levels” (p. 25). Thus, it is logical that rezoning of properties with access to services to zone districts that allow for a range of high-density multifamily residential development (i.e. high-density infill development) is consistent with the Plan.

Similarly, the Plan identifies the need to provide for neighborhood services and a mix of uses within neighborhoods, while preserving the fabric of the neighborhood. Provision of neighborhood services is also a crucial element of the Comprehensive Plan, which calls for “neighborhood-serving retail such as grocers, pharmacies, childcare facilities, and other basic services” as provided for under C-1 and M-U zoning regulations (p. 23). In these ways, rezoning these properties to C-1 and M-U, both of which allow for multifamily residential and commercial services that serve neighborhoods, is consistent with the Plan because of the evolving character of the neighborhood. Staff thus finds that this criterion is met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject property is well served by public and community facilities. The transportation network in the vicinity of the subject properties is well-developed, with the exception that adequate sidewalk is not found adjacent to the subject properties along 27 Road or David Street. The site has excellent access to arterial roads (Unaweep Avenue) and the State highway system (Highway 50). A Grand Valley Transit (GVT) bus stop can be accessed within a 900-foot walk of the subject property. 27 Road is a minor collector, which provides for efficient automobile transportation to and from the subject properties. Public and private utilities are also available, with sanitary sewer located in 27 Road, David Street, and the alley abutting the subject properties to the north. City water service is available in these same locations. Xcel electrical and gas services are similarly available to the site, and currently serve the Ametek warehouse building. There is, overall, no appreciable utility deficiency to the site. There is also reasonable access to public schools of all grade levels. Therefore,

staff finds that this criterion is met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The supply of land in the M-U zone district is extremely limited in the Orchard Mesa neighborhood, and there is reason to assert that the Orchard Mesa neighborhood can continue to absorb additional land with C-1 zoning. There is currently no M-U zoning in the Orchard Mesa neighborhood, nor in proximate portions of the City Center or Redlands neighborhoods. While C-1 zoning exists along much of Highway 50, the City has continued to receive rezoning requests to C-1 in Orchard Mesa and throughout the City in recent years, and such properties continue to develop with both commercial services and multifamily residential. It is thus a reasonable assertion that the supply of M-U and C-1 zoning can continue to be increased to meet demonstrated community need. Thus, staff finds this criterion to be met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

PD zoning can have many benefits to the community and serves especially well when a proposed development has a specific vision that cannot be provided for by other zoning categories. The same feature of PD zoning—the ability to specifically tailor it to a project's needs—can also present a challenge with the property's use or configuration is contemplated to change. This particular PD zone, as illustrated in the Background, has functioned in essentially the same manner for nearly five decades. It is narrow in terms of use (allowing only manufacturing) and site design (requiring zoning action for minor additions).

Above all, the existing PD zones no longer aligns with the use or likely future use of the property, particularly given that the company that designed it no longer operates locally. Thus, the primary and significant benefit to be derived from rezoning is to restore flexibility to the property, both in terms of use and form. Rezoning to M-U and C-1 would allow for a wider range of development projects to take place on the subject properties, and for the property to develop its highest and best use. Rezoning will allow the current property owner and any future developer involved with the property to respond to demonstrated community need. Thus, staff finds that this criterion is met.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Ametek Rezone, City File RZN-2020-592, a request to rezone two (2) properties from PD (Planned Development) to C-1 (Light Commercial), located at 287 27 Road and the adjacent Dixon Park, collectively comprising 8.7 acres; and, to rezone one property from PD (Planned Development) to M-U (Mixed Use), located at 288 27 Road, comprising 2.81 acres, the following findings of fact have been made:

1. The request conforms with Section 21.02.140(a) of the Zoning and Development Code.

Therefore, the Planning Commission recommends approval of the request to rezone the properties from PD to C-1 and from PD to MU.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to introduce an ordinance rezoning the Ametek properties to C-1 (Light Commercial and MU (Mixed Use), located at 287 27 Road, 288 27 Road, and the adjacent unaddressed property known as Dixon Park, City file number RZN-2020-592 and set a public hearing for April 7, 2021.

**Attachments**

1. 1974 Zoning Ordinance
2. Development Application Packet
3. Map Exhibits
4. Planning Commission Minutes - 2021 - March 9 - Draft
5. Draft Zoning Ordinance



Published by Municipal Code Corporation

ORDINANCE NO. 1506

AN ORDINANCE AMENDING THE ZONING MAP, A PART OF CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF GRAND JUNCTION, BY ADDING THERETO THE ZONING ON CERTAIN LANDS WITHIN THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the Zoning Map, a part of Chapter 32 of the Code of Ordinances of the City of Grand Junction, be amended by adding the zoning on the following described land, situate in the City of Grand Junction, Mesa County, Colorado, to wit:

All that part of Section 23, Township 1 South, Range 1 West, U.M., included in the Central Orchard Mesa Annexation of December 19, 1973, to be zoned R-2-A (Two family Residential), EXCEPT that part of the SE 1/4 SE 1/4 lying South of the Colorado River to be zoned R-1-C (One family Residence), also EXCEPT beginning at the Northwest corner of the NE 1/4 SE 1/4 of said Section 23, thence South 503', thence West to the point of intersection with the City limits line prior to aforementioned annexation, thence North 2° 55' W 186 feet, thence North 2° 37' W 317 feet to the East-West Center Line of Section 23, Township 1 South, Range 1 West, U.M., thence East along said line to the point of beginning to be zoned I-2 (Heavy Industry), also EXCEPT beginning 503' South of the Northwest corner of the NE 1/4 SE 1/4 Section 23, Township 1 South, Range 1 West, U.M., thence South to the South bank of the Colorado River, thence Westerly along the South bank to the City limits line prior to aforementioned annexation, thence Northeasterly along said line 1231', thence East to the point of beginning to be zoned I-2 (Heavy Industry).

All that part of Section 26, Township 1 South, Range 1 West, U.M., included in the Central Orchard Mesa Annexation of December 19, 1973, to be zoned R-2-A (Two family Residence) EXCEPT beginning at the Northeast corner of said Section 26, thence South 660.9', thence West to the East right-of-way line of David Street, thence North to the North line of Section 26, Township 1 South, Range 1 West, U.M., thence East to the point of beginning to be zoned PD-B (Planned Development-Business), also EXCEPT beginning at the Southeast corner of Lot 8, Block 7, Fairley Subdivision, Section 26, Township 1 South, Range 1 West, U.M., thence North to the centerline of U.S. Highway 50, thence Northwesterly along said centerline to the point of intersection with the Southeasterly lot lines of Lots 3 & 4, Block 2, Fairley Subdivision projected, Section 26, Township 1 South, Range 1 West, U.M., thence Northeasterly along said lot lines 330' thence Southeasterly on a line parallel to and 330' North of the centerline of U.S. Highway 50 to the centerline of Palmer Street, thence South to the North line of the SW 1/4 NE 1/4, thence West to the point of beginning to be zoned H.O. (Highway Oriented), also EXCEPT beginning at the

Southeast corner of Lot 8, Block 7, Fairley Subdivision, in Section 26, Township 1 South, Range 1 West, U.M., thence West to the City limits prior to the Central Orchard Mesa Annexation of December 19, 1973, thence North to the Southwest lot line of Lot 4, Block 5, Fairley Subdivision, Section 26, Township 1 South, Range 1 West, U.M., thence Southeasterly along the Southwesterly lot lines of Lots 4 & 3, and the Northwesterly 25 feet of Lot 2, all in Block 5 of said Fairley Subdivision, thence Northwesterly at right angles to said Southwest lot lines to the center line of U.S. Highway 50, thence Southeasterly along said centerline to the East line of said Fairley Subdivision, thence South to the point of beginning to be zoned PD-M (Planned Development Mobile Home), also EXCEPT beginning at the intersection of the South line of the NW 1/4 NE 1/4, Section 26, Township 1 South, Range 1 West, U.M., and the Southwesterly right-of-way line of U.S. Highway 50, thence East along said quarter section line to the East line of Section 26, Township 1 South, Range 1 West, U.M., thence South to the Southwesterly line of U.S. Highway 50, thence Northwesterly along said right-of-way line to the point of beginning to be zoned H.O. (Highway Oriented), also EXCEPT beginning at the Southeast corner of Lot 10, Block 4, Fairley Subdivision in Section 26, Township 1 South, Range 1 West, U.M., thence North to the Southwesterly line of Lot 4, Block 5, said Fairley Subdivision, thence Southeasterly along said Southwesterly lot lines of Lots 4 & 3, and the Northwesterly 25 feet of Lot 2, thence Northeasterly at right angles to said Southwesterly lot lines to the centerline of U.S. Highway 50, thence Northwesterly along said centerline to the intersection of said centerline and the North line of Section 26, Township 1 South, Range 1 West, U.M., thence West along said line to the East line of the NW 1/4 NW 1/4 Section 26, Township 1 South, Range 1 West, U.M., thence South 660 feet, thence East to the point of beginning to be zoned H.O. (Highway Oriented).

All that part of Section 24, Township 1 South, Range 1 West lying South of the Colorado River to be zoned R-1-C.

All that part of Section 19, Township 1 South, Range 1 East, U.M., lying South of the Colorado River and included in the Central Orchard Mesa Annexation of December 19, 1973, to be zoned R-1-C (One Family Residence).

All that part of Section 25, Township 1 South, Range 1 West, U.M., included in the Central Orchard Mesa Annexation of December 19, 1973, to be zoned R-1-C (One family Residence), EXCEPT beginning 205.43' South of the Northwest corner of Section 25, Township 1 South, Range 1 West, U.M., thence East 285 feet, thence South 455.47 feet, thence West 285 feet, thence North to the point of beginning to be zoned PD-8 (Planned Development - Business), also EXCEPT beginning at the intersection of the West line of Section 25, Township 1 South, Range 1 West, U.M., and the centerline of Sherman Drive, thence East to the centerline of Dorothy Avenue, thence South to the Southwesterly right-of-way line of U.S. Highway 50, thence Northwesterly along said right-of-way line to the West line of Section 25, Township 1 South, Range 1 West, U.M.,

thence North along said line to the point of beginning to be zoned H.O. (Highway Oriented), also EXCEPT Lots 6 through 16, Block 6; Lots 6 through 16 and the South one-half of Lot 5, Block 7; Lots 17, 18, and the South one-half of Lot 16, Block 8; all in Artesia Heights Subdivision, Section 25, Township 1 South, Range 1 West, U.M., to be zoned H.O. (Highway Oriented).

PASSED and ADOPTED this 15th day of May, 1974.

Lawrence L. Kozisek

\_\_\_\_\_  
President of the Council

ATTEST:

Neva B. Lockhart

\_\_\_\_\_  
City Clerk

I HEREBY CERTIFY that the foregoing ordinance, being Ordinance No. 1506, was introduced, read and ordered published by the City Council of the City of Grand Junction, Colorado, at a regular meeting of said body held on the 1st day of May, 1974, and that the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, at least ten days before its final passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City, this 16th day of May, 1974.

Neva B. Lockhart

\_\_\_\_\_  
Neva B. Lockhart  
City Clerk

First Publication: May 5, 1974  
Final Publication: May 19, 1974



## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: Industrial

Existing Zoning: PD

Proposed Land Use Designation: Residential

Proposed Zoning: R8

### Property Information

Site Location: 288 27 Rd. Grand Junction CO 81503

Site Acreage: 2.81 Acres

Site Tax No(s): R070882

Site Zoning: PD

Project Description: Future residential development

### Property Owner Information

Name: ~~Aaron Nesbitt~~ 1215-1217 Perry LLC

Street Address: 3521 Osage St

City/State/Zip: Denver CO 80211

Business Phone #: 303-931-3307

E-Mail: nesbitt.broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

### Applicant Information

Name: Aaron Nesbitt

Street Address: 3521 Osage St

City/State/Zip: Denver CO 80211

Business Phone #: 303 931 3307

E-Mail: nesbitt.broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

### Representative Information

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

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

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

Signature of Person Completing the Application: Aaron Nesbitt

Date: 10/6/2020

Signature of Legal Property Owner: Aaron Nesbitt, manager

Date: \_\_\_\_\_

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: Industrial

Existing Zoning: PD

Proposed Land Use Designation: Commercial

Proposed Zoning: C-1

### Property Information

Site Location: 287 27 Rd Grand Junction CO 81503

Site Acreage: 4.9 Acres

Site Tax No(s): R071493

Site Zoning: PD

Project Description: ~~Improve vacant space~~ Lease vacant space and improve property accordingly.

### Property Owner Information

Name: 1215-1217 Perry LLC

Street Address: 3521 Osage St

City/State/Zip: Denver CO 80211

Business Phone #: 303-931-3307

E-Mail: nesbitt.broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

### Applicant Information

Name: Aaron Nesbitt

Street Address: 3521 Osage St.

City/State/Zip: Denver CO 80211

Business Phone #: 303-931-3307

E-Mail: ~~Aaron Nesbitt~~ nesbitt.broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

### Representative Information

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

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

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

Signature of Person Completing the Application: Aaron Nesbitt

Date: 10/6/2020

Signature of Legal Property Owner: Aaron Nesbitt, manager

Date: 10/6/2020

**Project Report For  
Ametek Rezone Request -**

**287 27 Rd: PD (Planned Development) to C-1 ( Light Commercial)**

**288 27 Rd: PD (Planned Development) to R-8 (Residential 4-8 du/ac)**

Date: October 7th, 2020

Prepared by: Aaron Nesbitt, Manager  
1215-1217 Perry, LLC

Submitted to: City of Grand Junction  
250 N. 5th St  
Grand Junction, CO 80501

Type of Design: Rezone request from PD to C-1 and PD to R-8

Property Owner: 1215-1217 Perry, LLC  
3521 Osage St, Denver, CO 80211

Property Address: 287 & 288 27 Rd, Grand Junction, CO 80501

Tax Parcel: 2945-261-03-008 and 2945-252-00-099

**1.) Project Intent:**

This application is made to request a rezone of 287 27 Rd from PD (Planned Development) zone district to the C-1 (Light Commercial) zone district to support the revitalization of the Ametek building and surrounding area; 288 27 Rd from PD (Planned Development) zone district to the R8 (Residential 4-8 du/ac) zone district to support future residential development. The owner's intent is to revitalize the Ametek warehouse through physical improvements and improved occupancy, as well as improving the surrounding area through the future residential development of 288 27 Rd (currently vacant lot).



## 2.) Project Description:

The subject property 287 27 Rd is approximately 4.9 acres and 288 27 Rd is approximately 2.81 acres. Both proposed zoning changes align with the City's Comprehensive Plan for future land use.



Ametek originally built and occupied the entire 103,238 square foot warehouse located at 287 27 Rd. After moving their manufacturing out of state, much of the building has been left vacant and physical improvements have been neglected. Under the new ownership, Ametek is leasing back approximately 25% of building. The C1 zone district allows numerous applicable uses for the vacant space such as office space, light industrial, self-storage, manufacturing, medical/dental clinics, daycare, indoor/outdoor recreation, and animal care/boarding.

The applicant is requesting a rezone of 288 27 Rd from PD (Planned Development) to R8 zone district (Residential 4-8 du/ac). The residential area will allow the provision of a variety of housing types to serve the community.

### *Legal Description*

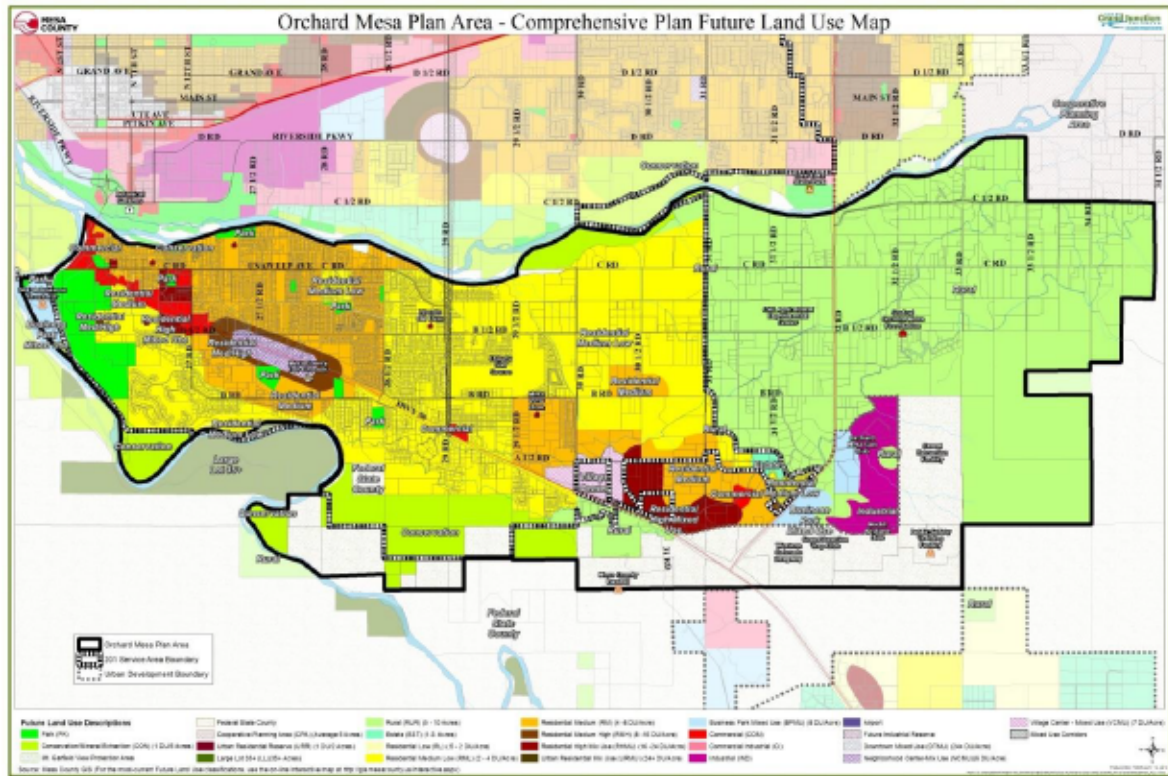
287 27 Rd: ALL BLKS 7 & 9 Perkins SUB 1st ADD Replat NO 1 R-941769 MESA CO RECDS SEC 26 1S 1W UM

288 27 Rd: BEG 205.43FT S OF NW COR SEC 25 1S 1W E 164. 18FT N 50.18FT TO E LI W 285FT NW4NW4NW4 S 505.6FT TO S LI NW4NW4NW4 W 285FT N 455.47FT TO BEG

## 3.) Neighborhood Meeting

A neighborhood meeting was held via Zoom at 5:30pm October 5th, 2020. The owner provided an overview of the proposed rezone requests and answered questions from attendees. 8 community members attended the Zoom meeting. The primary concern raised by community members was the risk of low-income housing being built on 288 27 Rd, which attendees fear would exacerbate crime and vandalism in community.

**Both proposed rezoning requests align with the Comprehensive Plan's Future Land Use Map.**



**4.)Approval Criteria:**

In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if

- (1) Subsequent events have invalidated the original premises and findings; and/or

Yes. Original owner (Ametek) moved much of their operation out of state, only utilizing a portion of the property and leaving 288 27 Rd lot vacant.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Yes. Proposed zoning is consistent with the Comprehensive Plan Future Land Use.

- (3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Yes. Water, sewer, electric and gas utilities are available to serve proposed land use.

- (4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Yes. Proposed zoning is consistent with the Comprehensive Plan Future Land Use.

- (5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Yes. Comprehensive Plan shows 287 27 Rd as commercial zoning and 288 27 Rd as residential zoning. Since Ametek will no longer use the property for their manufacturing operation, proposed zoning changes will align both 287 and 288 27 Rd with the Comprehensive Plan's future land use.

**5.) Conclusion:**

After demonstrating how the proposed rezone request meets the goals and policies of the Comprehensive Plan and the approved criteria of the Grand Junction Municipal Code, the applicant respectfully requests approval of the request to rezone 287 27 Rd from PD to C1 and 288 27 Rd from PD to R8.



## Approval of Deed, Bill of Sale and Tenancy

The undersigned **1215-1217 PERRY, LLC, A COLORADO LIMITED LIABILITY COMPANY** Buyer(s) hereby acknowledge that they intend to take title to the following described property:

**PARCEL 1:**

**BLOCKS 7 AND 9 IN PERKINS SUBDIVISION - FIRST ADDITION - REPLAT NO. 1,**

**COUNTY OF MESA, STATE OF COLORADO.**

**PARCEL 2:**

**BLOCK 3 IN PERKINS SUBDIVISION - FIRST ADDITION - REPLAT NO. 1;  
EXCEPT THAT PART OF DAVID STREET AS SHOWN ON THE PLAT OF REPLAT OF PART OF BLOCKS 2, 3 & 4 OF PERKINS  
SUB'D, 1 ST. ADD. REPLAT NO. 1 & REPLAT OF PERKIN SUBDIVISION,**

**COUNTY OF MESA, STATE OF COLORADO.**

**PARCEL 3:**

**THE WEST 285 FEET OF THE N½ NW¼ NW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE  
MERIDIAN;**

**EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE WEST 285 FEET OF SAID N½ NW¼ NW¼;**

**THENCE SOUTH 155 FEET;**

**THENCE WEST 150 FEET;**

**THENCE NORTH 155 FEET;**

**THENCE EAST TO THE POINT OF BEGINNING;**

**AND EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, AND CONSIDERING THE WEST LINE  
OF THE NW¼ OF SAID SECTION 25 TO BEAR NORTH 00°00'00" EAST WITH ALL BEARINGS CONTAINED HEREIN  
RELATIVE THERETO;**

**THENCE SOUTH 89°50'00" EAST ALONG THE NORTH LINE OF THE NW¼ OF SAID SECTION 25, 135.00 FEET;**

**THENCE SOUTH 00°00'00" WEST 30.00 FEET TO THE SOUTH RIGHT OF WAY OF "C" ROAD AND THE POINT OF  
BEGINNING;**

**THENCE CONTINUING SOUTH 00°00'00" WEST 125.00 FEET;**

**THENCE SOUTH 90°00'00" EAST 29.18 FEET;**

**THENCE SOUTH 00°00'00" WEST 50.13 FEET;**

**THENCE NORTH 90°00'00" WEST 134.18 FEET TO THE EAST RIGHT OF WAY OF 27 ROAD;**

**THENCE NORTH 00°00'00" EAST 175.43 FEET ALONG SAID EAST RIGHT OF WAY OF 27 ROAD TO THE SOUTH RIGHT OF  
WAY OF "C" ROAD;**

**THENCE SOUTH 89°59'00" EAST 105.00 FEET ALONG SAID SOUTH RIGHT OF WAY OF "C" ROAD TO THE POINT OF  
BEGINNING;**

**AND ALSO EXCEPT ROAD RIGHT OF WAY ACROSS THE WEST 30 FEET OF HEREIN DESCRIBED PROPERTY AS  
GRANTED TO MESA COUNTY BY INSTRUMENT RECORDED DECEMBER 9, 1959 IN BOOK 769 AT PAGE 581,**

**COUNTY OF MESA, STATE OF COLORADO.**

As ☐ Joint Tenants ☐ Tenants in Common ☒ Other ENTITY

Whose mailing address is: **3521 OSAGE ST, Denver, CO 80211**

They have reviewed the and **Bill of Sale** dated **September 25th, 2020** from **AMETEK, INC., WHICH ACQUIRED TITLE AS  
AMETEK AEROSPACE PRODUCTS, INC.** to **1215-1217 PERRY, LLC, A COLORADO LIMITED LIABILITY COMPANY** and by  
their signature hereto approve the deed and confirm that it correctly reflects the choice of tenancy, if applicable.

Date: **September 25, 2020**



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) 1215-1217 Perry LLC ("Entity") is the owner of the following property:

(b) 287 & 288 27 Rd Grand Junction CO 81503

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☐ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) N/A

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Aaron Nesbitt

Printed name of person signing: Aaron Nesbitt

State of Colorado )

County of Denver ) ss.

Subscribed and sworn to before me on this 10 day of October, 2020

by AARON NESBITT

Witness my hand and seal.

My Notary Commission expires on 03/04/2024  
TIANA MICKLOS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204008838  
MY COMMISSION EXPIRES 03/04/2024

Tiana Micklos  
Notary Public Signature

## Instructions

An ownership statement must be provided for each and every owner of the property.

- (a) Insert complete name of owner as it appears on deed by which it took title. If true name differs from that on the deed, please provide explanation by separate document
- (b) Insert legally sufficient description of land for which application has been made to the City for development. Include the Reception number or Book and Page for recorded information. Assessor's records and tax parcel numbers are not legally sufficient description. Attach additional sheet(s) as necessary, and reference attachment(s) here. If the legal description or boundaries do not match those on the plat, provide an explanation.
- (c) Insert title/capacity within the Entity of person who is signing.
- (d) Insert the type of development application request that has been made. Include all pending applications affecting the property.
- (e) Insert name of all other owners, if applicable.
- (f) Insert the type of development application request(s) that has/have been made. Include all pending development applications affecting the property.
- (g) Explain the conflict and/or possible conflict and describe the information and/or evidence available concerning the conflict and/or possible conflict. Attach copies of written evidence.



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Holland & Hart LLP  
555 17th Street, Suite 3200  
Denver, Colorado 80202  
Attn: W. Craig Willis, Esq.

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is dated as of the 23 day of September, 2020, between AMETEK, INC., a Delaware corporation, f/k/a AMETEK AEROSPACE PRODUCTS, INC., a Delaware corporation ("Grantor"), whose street address is 1100 Cassatt Rd, Berwyn, PA 19312, and 1215-1217 PERRY, LLC, a Colorado limited liability company ("Grantee"), whose street address is 3521 Osage Street, Denver, Colorado, 80211.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, all of that certain real property in the County of Mesa and State of Colorado that is legally described on **Exhibit A** attached hereto (the "Property");

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 Grantor, either in law or equity, of, in and to the Property;

TO HAVE AND TO HOLD the Property unto Grantee forever;

SUBJECT only to the matters set forth on **Exhibit B** attached hereto, provided that nothing in **Exhibit B** shall serve to reimpose any such matters.

AND Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters set forth in **Exhibit B**.

*[remainder of page blank; signatures follow]*

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first written above.

AMETEK, INC., a Delaware corporation, which  
acquired title as Ametek Aerospace Products, Inc.

By: Keith A. Reazin  
Name: Keith A. Reazin  
Title: Vice President

STATE OF Illinois )

COUNTY OF DuPage )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2020, by Keith A. Reazin, Vice President of AMETEK, INC., a Delaware corporation, which acquired title as Ametek Aerospace Products, Inc.

WITNESS my hand and official seal.

Signature Katherine A. Poe  
(Seal)



**EXHIBIT A**  
**TO SPECIAL WARRANTY DEED**

**(Legal Description)**

PARCEL 1:

BLOCKS 7 AND 9 IN PERKINS SUBDIVISION - FIRST ADDITION - REPLAT NO. 1,  
COUNTY OF MESA, STATE OF COLORADO.

PARCEL 2:

BLOCK 3 IN PERKINS SUBDIVISION - FIRST ADDITION - REPLAT NO. 1;  
EXCEPT THAT PART OF DAVID STREET AS SHOWN ON THE PLAT OF REPLAT OF  
PART OF BLOCKS 2, 3 & 4 OF PERKINS SUB'D, 1 ST. ADD. REPLAT NO. 1 & REPLAT OF  
PERKIN SUBDIVISION,

COUNTY OF MESA, STATE OF COLORADO.

PARCEL 3:

THE WEST 285 FEET OF THE N $\frac{1}{4}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 1 SOUTH,  
RANGE 1 WEST OF THE UTE MERIDIAN;  
EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE WEST 285 FEET OF SAID  
N $\frac{1}{4}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ;  
THENCE SOUTH 155 FEET;  
THENCE WEST 150 FEET;  
THENCE NORTH 155 FEET;  
THENCE EAST TO THE POINT OF BEGINNING;

AND EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25,  
AND CONSIDERING THE WEST LINE OF THE NW $\frac{1}{4}$  OF SAID SECTION 25 TO BEAR  
NORTH 00°00'00" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE  
THERE TO;  
THENCE SOUTH 89°50'00" EAST ALONG THE NORTH LINE OF THE NW $\frac{1}{4}$  FO SAID  
SECTION 25, 135.00 FEET;  
THENCE SOUTH 00°00'00" WEST 30.00 FEET TO THE SOUTH RIGHT OF WAY OF "C"  
ROAD AND THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 00°00'00" WEST 125.00 FEET;  
THENCE SOUTH 90°00'00" EAST 29.18 FEET;  
THENCE SOUTH 00°00'00" WEST 50.13 FEET;  
THENCE NORTH 90°00'00" WEST 134.18 FEET TO THE EAST RIGHT OF WAY OF 27  
ROAD;  
THENCE NORTH 00°00'00" EAST 175.43 FEET ALONG SAID EAST RIGHT OF WAY OF  
27 ROAD TO THE SOUTH RIGHT OF WAY OF "C" ROAD;



THENCE SOUTH 89°59'00" EAST 105.00 FEET ALONG SAID SOUTH RIGHT OF WAY OF  
"C" ROAD TO THE POINT OF BEGINNING;  
AND ALSO EXCEPT ROAD RIGHT OF WAY ACROSS THE WEST 30 FEET OF HEREIN  
DESCRIBED PROPERTY AS GRANTED TO MESA COUNTY BY INSTRUMENT  
RECORDED DECEMBER 9, 1959 IN BOOK 769 AT PAGE 581,

COUNTY OF MESA, STATE OF COLORADO.

Property Address (for reference only): 287, 288 and TBD 27 Road, Grand Junction, CO 81503

**EXHIBIT B**  
**TO SPECIAL WARRANTY DEED**

**(Permitted Exceptions)**

1. TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS, A LIEN, BUT NOT YET DUE OR PAYABLE.
2. 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 RESERVED IN UNITED STATES PATENTS RECORDED FEBRUARY 5, 1891 IN BOOK 11 AT PAGE 82 UNDER RECEPTION NO. 11107 (AFFECTS NW¼ NW¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN) AND MARCH 21, 1891 IN BOOK 11 AT PAGE 82 UNDER RECEPTION NO. 11372 (AFFECTS E½ NE¼ OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN).
3. ALL VEINS AND DEPOSITS OF COAL THEREIN WITH THE RIGHT IN THE GRANTOR, HIS HEIRS AND ASSIGNS, TO MINE AND EXTRACT THE SAME THEREFROM IN ORDINARY MINE FASHION BUT NOT TO ENTER UPON THE SURFACE THEREOF, AS RESERVED BY W. H. LEE IN DEED RECORDED JANUARY 18, 1908 IN BOOK 128 AT PAGE 57 AND AS CONVEYED TO THE ORCHARD MESA COAL COMPANY BY INSTRUMENT RECORDED JANUARY 3, 1908 IN BOOK 93 AT PAGE 562. UNDER RECEPTION NO. 71914 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
4. ALL OF THE COAL VEINS AND DEPOSITS IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, WITH THE PERPETUAL RIGHT IN THE GRANTEE AND ITS ASSIGNS, TO MINE, EXTRACT AND REMOVE ANY AND ALL OF THE VEINS OR DEPOSITS OF COAL SITUATED AND BEING UNDERNEATH THE SURFACE OF SAID LANDS IN ORDINARY MINE FASHION (BUT NOT TO ENTER UPON THE SURFACE THEREOF), AS GRANTED TO THE ORCHARD MESA COAL COMPANY IN WARRANTY DEED RECORDED NOVEMBER 8, 1907 IN BOOK 93 AT PAGE 545, UNDER RECEPTION NO. 70827, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
5. RIGHTS OF SURFACE ENTRY AND ANY OTHER INCIDENTAL RIGHTS USED, CLAIMED OR ASSERTED UNDER ANY MINERAL RESERVATION, LEASE OR CONVEYANCE AFFECTING THE LANDS HEREIN.
6. THE RIGHT TO CONSTRUCT AND MAINTAIN A TWO INCH PIPELINE, AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN WARRANTY DEED RECORDED MARCH 25, 1955 IN BOOK 638 AT PAGE 78 UNDER RECEPTION NO. 629333. (AFFECTS PARCEL 3)

7. ANY AND ALL DITCHES AND DITCH RIGHTS OF WAY BELONGING WITH OR APPURTENANT TO LANDS LYING UNDER AND BEING IRRIGATED FROM WHAT IS KNOWN AS LATERAL 47 DITCH, FURNISHING WATER TO THE NW¼ NW¼ OF SECTION 25; AND THE SE¼ NE¼ NE¼ OF SECTION 26, IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, AS CONVEYED TO LATERAL 47 ASSOCIATION, A NONPROFIT CORPORATION, IN DEED TO DITCHES AND DITCH RIGHTS OF WAY RECORDED APRIL 1, 1958 IN BOOK 729 AT PAGE 428 UNDER RECEPTION NO. 715895.
8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PERKINS SUBDIVISION RECORDED APRIL 05, 1960 IN BOOK 9 AT PAGE 101 UNDER RECEPTION NO. 765263.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PERKINS SUBDIVISION FIRST ADDITION RECORDED OCTOBER 18, 1963 IN BOOK 9 AT PAGE 177 UNDER RECEPTION NO. 850896.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PERKINS SUBDIVISION FIRST ADDITION - REPLAT NO. 1 RECORDED SEPTEMBER 05, 1967 IN BOOK 10 AT PAGE 47 UNDER RECEPTION NO. 941769.
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF REPLAT OF PART OF BLOCKS 2, 3 & 4 OF PERKINS SUBDIVISION, 1ST ADD. REPLAT NO. 1 & REPLAT OF PERKINS SUBDIVISION RECORDED OCTOBER 20, 1970 IN BOOK 11 AT PAGE 21 UNDER RECEPTION NO. 995333.
12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RIGHT OF WAY, GRANTED TO THE ORCHARD MESA IRRIGATION DISTRICT, RECORDED OCTOBER 15, 1986 IN BOOK 1609 AT PAGE 476 UNDER RECEPTION NO. 1434690.
13. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF UNRECORDED MEMORANDUM OF AGREEMENT WITH THE CITY OF GRAND JUNCTION, AS LESSEE, WHICH WAS EXTENDED BY AN EXTENSION OF MEMORANDUM OF AGREEMENT DATED JULY 31, 1984, AS DISCLOSED IN GENERAL WARRANTY DEED APRIL 3, 1995 IN BOOK 2136 AT PAGE 880 UNDER RECEPTION NO. 1713317.
14. RIGHT-OF-WAY FOR 27 ROAD, AND RIGHTS INCIDENTAL THERETO, AS DISCLOSED IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY ASSESSOR.



15. ANY RIGHTS, INTERESTS OR EASEMENTS WHICH EXIST OR ARE CLAIMED TO EXIST IN FAVOR OF THE PUBLIC THROUGH OR WITHIN PARCEL 2 OF THE SUBJECT PROPERTY EXISTING BY REASON OF THE PARCEL BEING USED AS A PUBLIC PARK, AS DISCLOSED IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY ASSESSOR.

16. ANY AND ALL UNRECORDED LEASES AND/OR TENANCIES IN EXISTENCE.

15395972\_v1

**ADJACENT PROPERTY OWNER  
NAME & ADDRESS ORDER FORM**

- ☒ Please check if labels are needed for a Neighborhood Meeting. Name & address lists are valid for 6 months only. If the project goes to Planning Commission later than 6 months from submittal, another request for names & addresses must be submitted, along with an additional \$50.

Tax Parcel #(s): 2945-261-03-009  
Property Address: Dixon Park  
Property Owner: 1215-1217 Perry LLC  
Contact Person: Aaron Nesbitt  
Mailing Address: 3521 Osage St, Denver CO 80211  
E-Mail Address: Nesbitt.Broker@gmail.com

Applicant: Aaron Nesbitt  
Contact Person: Aaron Nesbitt  
Mailing Address: 3521 Osage St, Denver CO 80211  
E-Mail Address: Nesbitt.Broker@gmail.com

Project Representative: Aaron Nesbitt  
Contact Person: Aaron Nesbitt  
Mailing Address: 3521 Osage St Denver CO 80211  
Phone Number: 303-931-3307  
E-Mail Address: Nesbitt.Broker@gmail.com

\*This request for labels and/or the name and address list **MUST BE SUBMITTED A MINIMUM OF 2 WEEKS PRIOR** to a Neighborhood Meeting.

The adjacent property mailing list is created by pulling all property owners within 500 feet and all registered Homeowners Associations or citizens groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens' groups on record with the City of Grand Junction Community Development Department.

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) 1215-1217 Perry LLC ("Entity") is the owner of the following property:

(b) Dixon Park, Parcel # 2945-261-03-009

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☐ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) \_\_\_\_\_

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) \_\_\_\_\_

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Aaron Nesbitt, manager

Printed name of person signing: Aaron Nesbitt

State of Colorado )

County of Denver ) ss.

Subscribed and sworn to before me on this 16<sup>th</sup> day of NOV, 2020

by [Signature] Shane M. Sun

Witness my hand and seal.

My Notary Commission expires on 9/25/2024



[Signature]  
Notary Public Signature



**Legal Description: Parcel #2945-361-03-009, Grand Junction CO 81503**

PARCEL 2:

BLOCK 3 IN PERKINS SUBDIVISION - FIRST ADDITION - REPLAT NO. 1;  
EXCEPT THAT PART OF DAVID STREET AS SHOWN ON THE PLAT OF REPLAT OF PART  
OF BLOCKS 2, 3 & 4 OF PERKINS SUB'D, 1 ST. ADD. REPLAT NO. 1 & REPLAT OF PERKIN  
SUBDIVISION,

COUNTY OF MESA, STATE OF COLORADO.

**Project Report For**  
**Ametek Rezone Request -**  
**287 27 Rd and Dixon Park Site: PD (Planned Development) to C-1 ( Light Commercial)**  
**288 27 Rd: PD (Planned Development) to MU (Mixed Use)**

Date: January 18th, 2021

Prepared by: Aaron Nesbitt, Manager  
1215-1217 Perry, LLC

Submitted to: City of Grand Junction  
250 N. 5th St  
Grand Junction, CO 80501

Type of Design: Rezone request from PD to C-1 (Dixon Park and 287 27 Rd) and PD to MU (288 27 Rd).

Property Owner: 1215-1217 Perry, LLC  
3521 Osage St, Denver, CO 80211

Property Address: Parcel #2945-361-03-009, 287 and 288 27 Rd, Grand Junction, CO 80501

Tax Parcel: 2945-261-03-009, 2945-252-00-099, 2945-261-03-008

**1.) Project Intent:**

This application is made to request a rezone Dixon Park site and 287 27 Rd from PD (Planned Development) zone district to the C-1 (Light Commercial) zone district and 288 27 Rd from PD to MU (Mixed Use) to support the revitalization of the Ametek building and surrounding area. The owner's intent is to revitalize the Ametek warehouse and improve the surrounding area through future commercial and residential development.

**2.) Project Description:**

The subject property Dixon Park site is approximately 3.79 acres, 287 27 Rd is approximately 4.9 acres and 288 27 Rd is approximately 2.81 acres. Proposed zoning change aligns with the City's Comprehensive Plan for future land use.



Ametek originally built and occupied the entire 103,238 square foot warehouse located at 287 27 Rd. After moving manufacturing operation out of state, majority of the building has been vacant and physical improvements have been neglected. The C1 zone district allows numerous applicable uses for the vacant space such as office space, light industrial, self-storage, manufacturing, medical/dental clinics, daycare, indoor/outdoor recreation, and animal care/boarding.

The applicant is requesting a rezone of 288 27 Rd from PD (Planned Development) to MU zone district (Mixed Use) in anticipation of future development. The residential area will allow the provision of a variety of housing types to serve the community.

The applicant is requesting a rezone of Dixon Park parcel from PD to C1 zone district in anticipation of future development. The previous owner (Ametek Dixon) was maintaining a \$1 per year lease agreement for Dixon park site with the Parks and Recreation department. The risk associated with continuing this agreement are too high for the new ownership. The use of the parcel as “public space” encourages loitering, illegal dumping and other criminal behavior. The proposed C1 zone district provides numerous applicable uses for developing the parcel including residential development.

#### *Legal Description*

Dixon Park Site: BLK 3 PERKINS SUB 1ST ADD REPLAT NO 1 R-941769 MESA CO RECDS SEC 26 1S 1W UM

287 27 Rd: ALL BLKS 7 & 9 Perkins SUB 1st ADD Replat NO 1 R-941769 MESA CO RECDS SEC 26 1S 1W UM

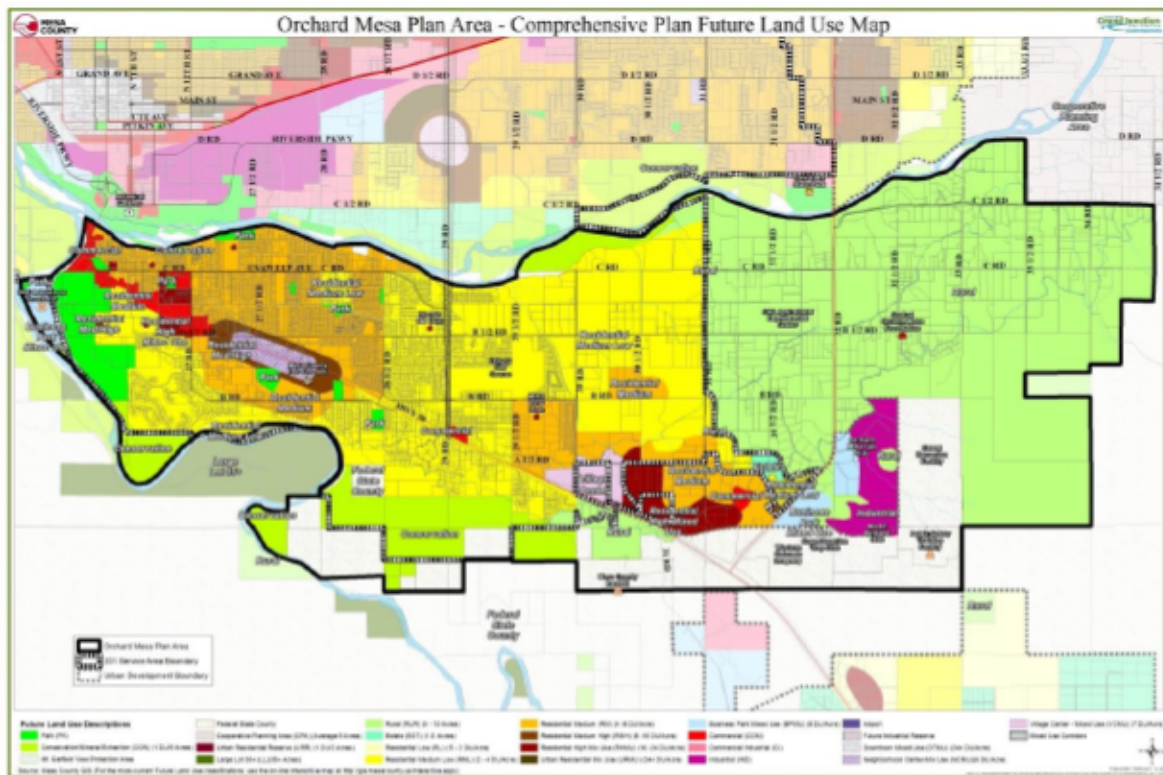
288 27 Rd: BEG 205.43FT S OF NW COR SEC 25 1S 1W E 164. 18FT N 50.18FT TO E LI W 285FT NW4NW4NW4 S 505.6FT TO S LI NW4NW4NW4 W 285FT N 455.47FT

#### **3.) Neighborhood Meeting**

A neighborhood meeting was held via Zoom at 5:30pm January 14th, 2020. The owner provided an overview of the proposed rezone request and answered questions from attendees.



**Proposed rezoning request aligns with the Comprehensive Plan's Future Land Use Map.**



#### 4.)Approval Criteria:

In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

- (1) Subsequent events have invalidated the original premises and findings; and/or

Yes. Original owner (Ametek) Dixon park lease agreement with Parks and Recreation department has been terminated. Original owner (Ametek) moved much of their operation out of state, only utilizing a portion of the property and leaving 288 27 Rd lot vacant.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Yes. Proposed zoning is consistent with the Comprehensive Plan Future Land Use.

- (3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Yes. Water, sewer, electric and gas utilities are available to serve proposed land use.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Yes. Proposed zoning is consistent with the Comprehensive Plan Future Land Use.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Yes. Comprehensive Plan shows 288 27 Rd as Mixed Use (MU) zoning, Dixon park site and 287 27 Rd as light commercial zoning (C1). Proposed zoning changes will align Dixon Park, 287 27 Rd and 288 27 Rd with the Comprehensive Plan's future land use.

**5.) Conclusion:**

After demonstrating how the proposed rezone request meets the goals and policies of the Comprehensive Plan and the approved criteria of the Grand Junction Municipal Code, the applicant respectfully requests approval of the request to rezone 288 27 Rd from PD to MU, 287 27 Rd and "Dixon Park" parcel from PD to C1.

## **Dixson Park, 287 & 288 27 Rd Rezone- Grand Junction**

### **Neighborhood Meeting Minutes:**

Zoom meeting began at 5:30pm 1/14/2021. Meeting concluded at 5:50pm.

Aaron Nesbitt hosted meeting.

Total of 5 attendees including Host and Scott Peterson.

Of the 3 neighborhood property owners that joined the Zoom meeting:

- 1 attendees expressed concern about low income multi-family housing being built on 288 27 Rd
- 1 attendee expressed concern about water rights to irrigation ditch off 288 27 Rd lot
- 1 attendee expressed concern about staying informed of future development

Regarding the attendees' concern about the prospect of low-income multi-family housing:

*I explained that although I cannot guarantee specifically when 288 27 Rd will be developed or what will be built, my interests align with theirs. Whatever is built on 288 27 Rd will be directly across the street from 287 27 Rd. Building a low-income multifamily housing project across the street from 287 27 Rd would negatively impact the desirability and quality of tenant for the Ametek building commercial space.*

In response to attendees' interest in staying informed of future plans:

*Scott Peterson and I reiterated that neighbors would be kept informed of potential building plans through the site development plan process.*



## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: Park

Existing Zoning: PD

Proposed Land Use Designation: Commercial

Proposed Zoning: C1

### Property Information

Site Location: Dixon Park

Site Acreage: 3.79

Site Tax No(s): 2945-261-03-009

Site Zoning: PD

Project Description: Rezone parcel from PD to C1

### Property Owner Information

Name: 1215-1217 Perry LLC

Street Address: 3521 Osage St

City/State/Zip: Denver, CO 80211

Business Phone #: 303-931-3307

E-Mail: Nesbitt.Broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

### Applicant Information

Name: Aaron Nesbitt

Street Address: 3521 Osage St

City/State/Zip: Denver CO 80211

Business Phone #: 303-931-3307

E-Mail: Nesbitt.Broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

### Representative Information

Name: Aaron Nesbitt

Street Address: 3521 Osage St

City/State/Zip: Denver CO 80211

Business Phone #: 303-931-3307

E-Mail: Nesbitt.Broker@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Aaron Nesbitt

Contact Phone #: 303-931-3307

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

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

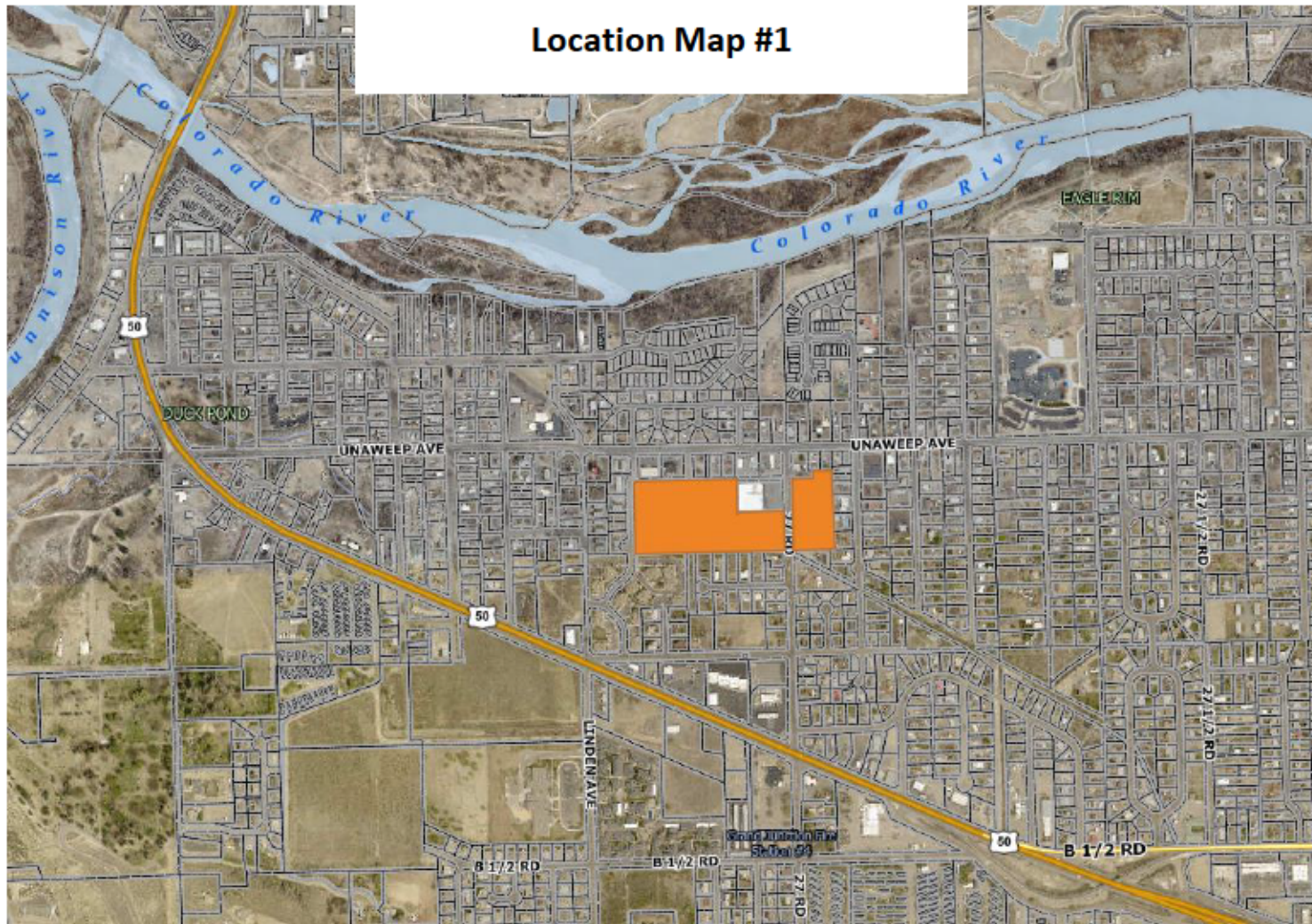
Signature of Person Completing the Application: Aaron Nesbitt, manager

Date: 11/16/2020

Signature of Legal Property Owner: Aaron Nesbitt

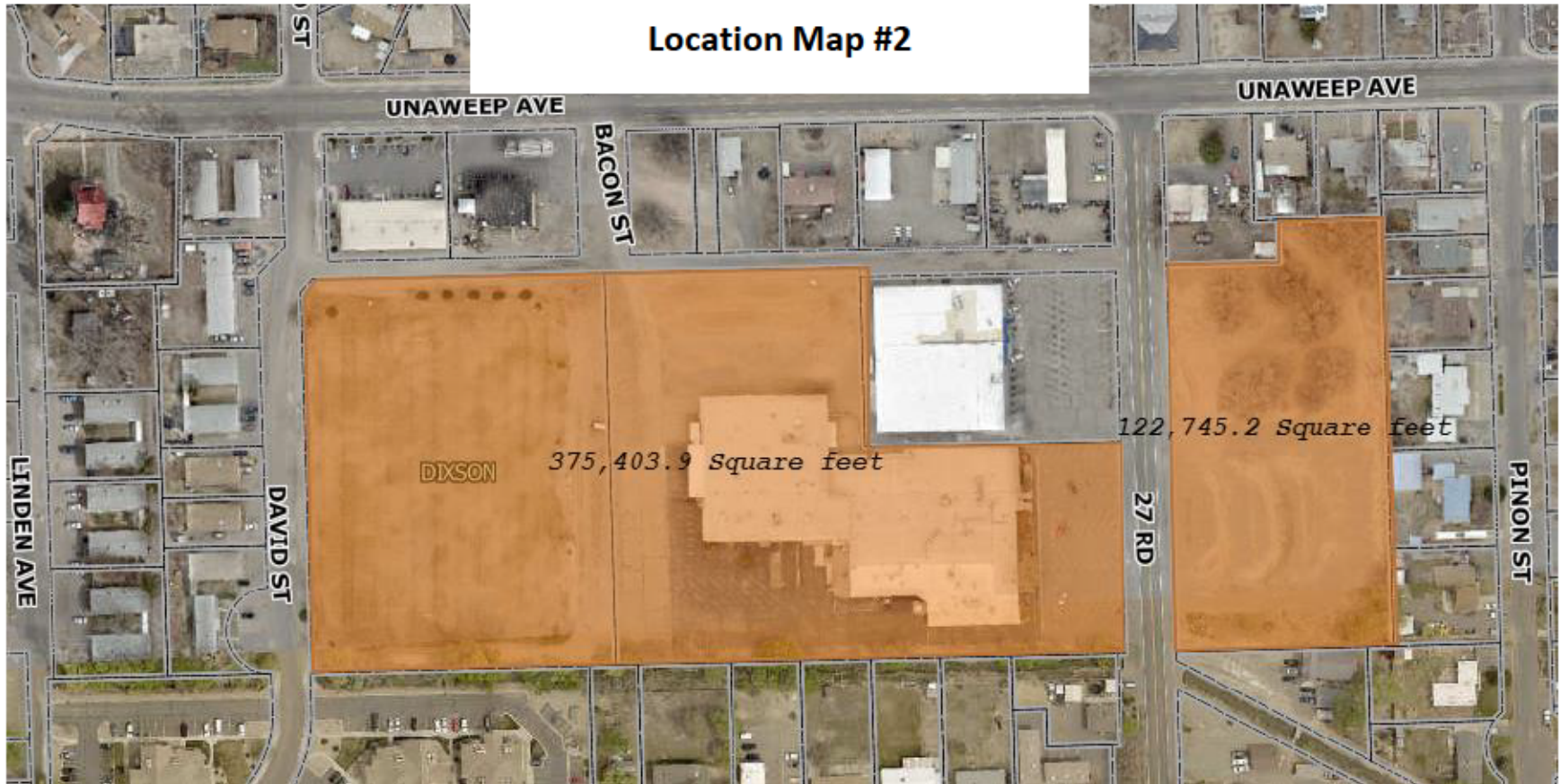
Date: 11/16/2020

**Location Map #1**



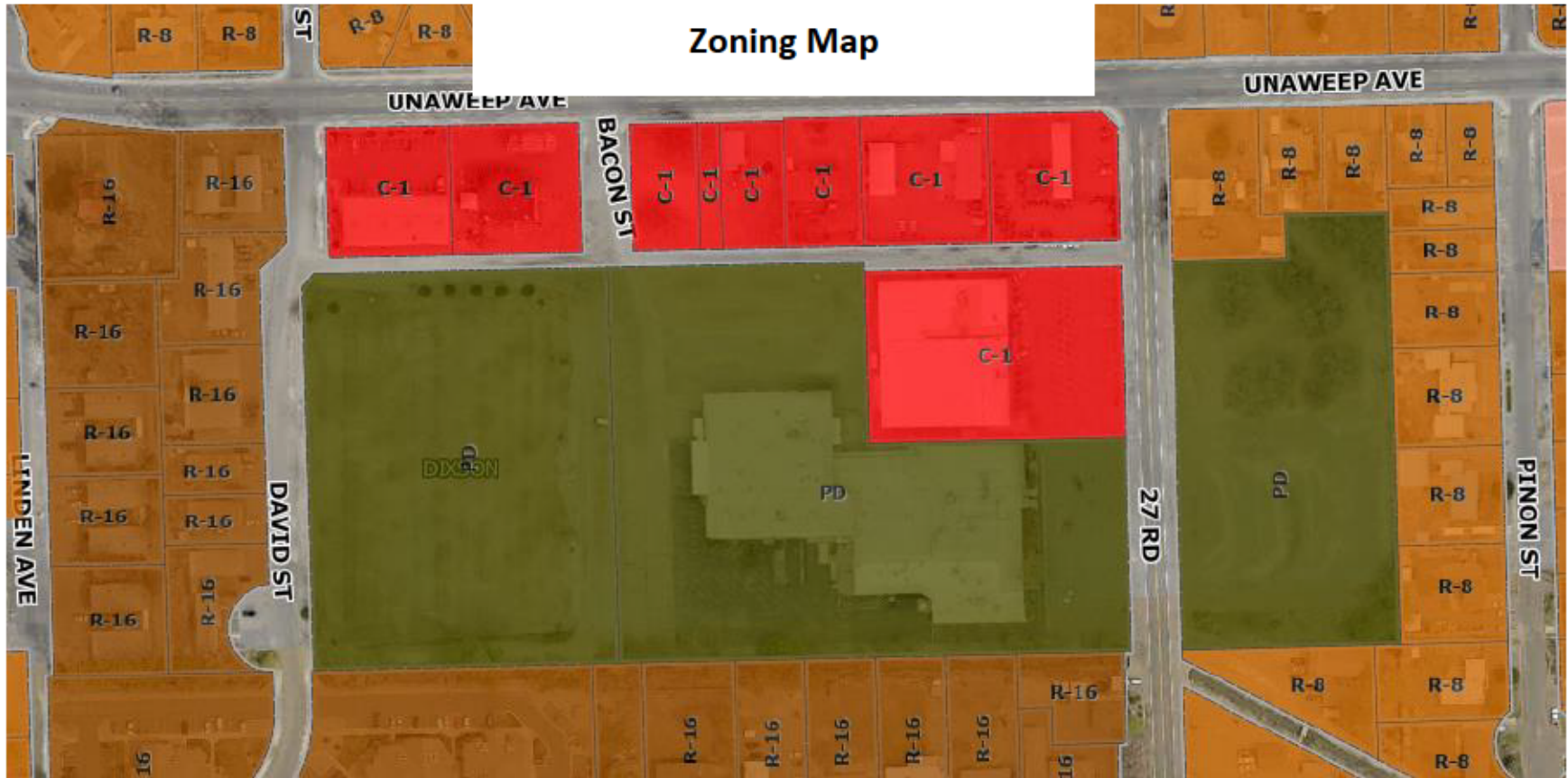


Location Map #2

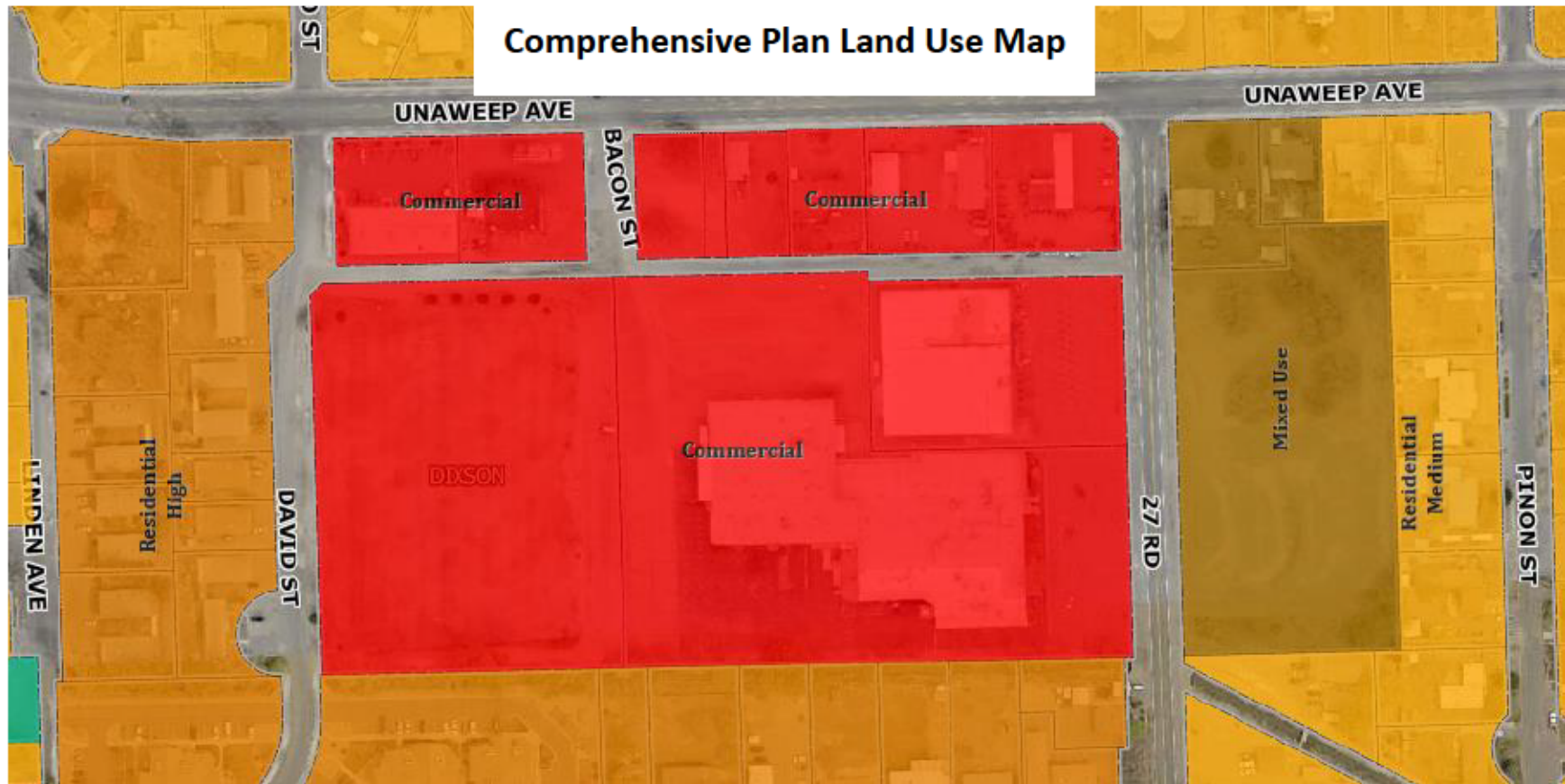




## Zoning Map



## Comprehensive Plan Land Use Map



**GRAND JUNCTION PLANNING COMMISSION**  
**March 9, 2021 MINUTES**  
**5:30 p.m.**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, Vice Chair Christian Reece, George Gatseos, Keith Ehlers, Ken Scissors, Andrea Haitz, and Sandra Weckerly.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Jace Hochwalt (Senior Planner), and Lance Gloss (Senior Planner).

There was 1 member of the public in virtual attendance: Jennifer Rhamy.

**CONSENT AGENDA**

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Commissioner Ehlers moved to adopt Consent Agenda Item #1. Commissioner Reece seconded the motion. The motion carried 6-0.

Commissioner Haitz was absent during this vote.

**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from February 23, 2021.

**REGULAR AGENDA**

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**1. Red Rocks Valley Planned Development Amendment** **File # PLD-2020-693**

**[Agenda item can be viewed online here at](#)**

Consider a request by NorthStar Towing for a Conditional Use Permit for an impound lot on 1.657 acres in a C-2 (General Commercial) zone district.

**Staff Presentation**

Jace Hochwalt, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

Commissioner Reece asked a question about the orientation of the access points.



Commissioner Gatseos asked a question regarding safety on the private, internal streets.

### **Applicant Presentation**

Dorothy Shepard, DOR Studio Architecture, gave a presentation regarding the request.

### **Questions for Applicant**

Commissioner Scissors asked a question regarding the orientation of the houses in future filings.

Commissioner Gatseos asked a question regarding drainage in the area.

Commissioner Reece asked a question regarding the construction of the first filing.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Karen Brennan, Rudolph T. Textor, and George Callison left comments on GJSpeaks regarding the request.

Ms. Jennifer Rhamy made a comment regarding the request.

The public hearing was closed at 6:05 p.m. on March 9, 2021.

### **Applicant Response**

Darren Caldwell provided a response to public comment.

### **Questions for Applicant or Staff**

Chair Teske asked a question regarding the staff report analysis.

Commissioner Gatseos asked a question regarding the change in setbacks.

### **Discussion**

Commissioner Ehlers made a comment regarding the request.

### **Motion and Vote**

Commissioner Scissors made the following motion, "Chairman, on the request to amend the previously approved Red Rocks Valley Outline Development Plan, located at South Camp Road and Rock Valley Road, City file number PLD-2020-693, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report.

Commissioner Gatseos seconded the motion. The motion carried 7-0.

## 2. **Ametek Rezone**

**File # RZN-2020-592**

[Agenda item can be viewed online here at](#)

Consider a request by 1215-1217 Perry LLC to rezone two (2) properties from PD (Planned Development) to C-1 (Light Commercial), located at 287 27 Road and the adjacent Dixon Park, collectively comprising 8.7 acres; and, to rezone one property from PD (Planned Development) to M-U (Mixed Use), located at 288 27 Road, comprising 2.81 acres.

### **Staff Presentation**

Lance Gloss, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

None.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:28 p.m. on March 9, 2021.

### **Questions for Applicant or Staff**

None.

### **Discussion**

None.

### **Motion and Vote**

Commissioner Gatseos made the following motion, "Chairman, on the Rezone request for the property located at 287 27 Road, 288 27 Road, and the adjacent unaddressed property known as Dixon Park, City file number RZN-2020-592, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Ehlers made a comment regarding the request.

Commissioner Ehlers seconded the motion. The motion carried 7-0.

### 3. **Munkres Rezone**

File # RZN-2021-25

Agenda item can be viewed online here at

Consider a request by H & M Trust to rezone four (4) properties from PD (Planned Development) to R-8 (Residential – 8 du/ac), located at 585 North Grand Falls Court A, B, C, and D, comprising 0.7 acres.

#### **Staff Presentation**

Lance Gloss, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

None.

#### **Applicant Presentation**

Kim Kerk, xxx, was present and available for questions.

#### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:44 p.m. on March 9, 2021.

#### **Questions for Staff**

None.

#### **Discussion**

Commissioner Gatseos made a comment regarding the request.

#### **Motion and Vote**

Commissioner Ehlers made the following motion, "Chairman, on the rezone request for the property located at 585 Grand Falls Court A, B, C, and D, City file number RZN-2021-25, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Reece seconded the motion. The motion carried 7-0.

### 4. **Other Business**

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None.



5. **Adjournment**

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Commissioner Scissors moved to adjourn the meeting. Commissioner Ehlers seconded the motion. The vote to adjourn carried 7-0. The meeting adjourned at 6:47 p.m.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REZONING THE AMETEK PROPERTIES  
TO C-1 (LIGHT COMMERCIAL) AND MU (MIXED USE)**

**LOCATED AT 287 27 ROAD, THE ADJACENT DIXSON PARK, AND 288 27 ROAD**

Recitals

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of rezoning the Ametek Properties located at 287 27 Road and the adjacent Dixon Park from PD (Planned Development) to C-1 (Light Commercial); and, rezoning the property located at 288 27 Road from PD (Planned Development) to M-U (Mixed Use), finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-1 (Light Commercial) and MU (Mixed Use) zone districts are in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION  
THAT:**

The following property be zoned C-1 (Light Commercial):

287 27 Road and Adjacent Dixon Park

287 27 Road:

BLOCKS 7 AND 9 IN PERKINS SUBDIVISION – FIRST ADDITION – REPLAT NO. 1,  
COUNTY OF MESA, STATE OF COLORADO.

CONTAINING 213,481 Square Feet or 4.901 Acres, more or less, as described.

Dixon Park:

BLOCK 3 IN PERKINS SUBDIVISION – FIRST ADDITION – REPLAT NO. 1:  
EXCEPT THAT PART OF DAVID STREET AS SHOWN ON THE PLAT OF REPLAT  
OF PART OF BLOCKS 2, 3, & 4 of PERKINS SUB'D, 1 ST. ADD. REPLAT NO. 1 &  
REPLAT OF PERKIN SUBDIVISION,

COUNTY OF MESA, STATE OF COLORADO.

CONTAINING 165,060 Square Feet or 3.789 Acres, more or less, as described.

**AND**

The following property be rezoned M-U (Mixed Use):

288 27 Road

THE WEST 285 FEET OF THE N $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN;  
EXCEPT BEGINNING AT THE NORTHEAST CORNER OF THE WEST 285 FEET OF SAID N $\frac{1}{2}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$ ;  
THENCE SOUTH 155 FEET;  
THENCE WEST 150 FEET;  
THENCE NORTH 155 FEET;  
THENCE EAST TO THE POINT OF BEGINNING;

AND EXCEPT COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, AND CONSIDERING THE WEST LINE OF THE NW $\frac{1}{4}$  OF SAID SECTION 25 TO BEAR NORTH 00°00'00" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;  
THENCE SOUTH 89°50'00" EAST ALONG THE NORTH LINE OF THE NW $\frac{1}{4}$  OF SAID SECTION 25, 135.00 FEET;  
THENCE SOUTH 00°00'00" WEST 30.00 FEET TO THE SOUTH RIGHT OF WAY OF "C" ROAD AND THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 00°00'00" WEST 125.00 FEET;  
THENCE SOUTH 90°00'00" EAST 29.18 FEET;  
THENCE SOUTH 00°00'00" WEST 50.13 FEET;  
THENCE NORTH 90°00'00" WEST 134.18 FEET TO THE EAST RIGHT OF WAY OF 27 ROAD;  
THENCE NORTH 00°00'00" EAST 175.43 FEET ALONG SAID EAST RIGHT OF WAY OF 27 ROAD TO THE SOUTH RIGHT OF WAY OF "C" ROAD;  
THENCE SOUTH 89°59'00" EAST 105.00 FEET ALONG SAID SOUTH RIGHT OF WAY "C" ROAD TO THE POINT OF BEGINNING;

AND ALSO EXCEPT ROAD RIGHT OF WAY ACROSS THE WEST 30 FEET OF HEREIN DESCRIBED PROPERTY AS GRANTED TO MESA COUNTY BY INSTRUMENT RECORDED DECEMBER 9, 1959 IN BOOK 769 AT PAGE 581,

COUNTY OF MESA, STATE OF COLORADO

CONTAINING 122,231 Square Feet or 2.806 Acres, more or less, as described.



**INTRODUCED** on first reading the \_\_\_\_ day of \_\_\_\_, 2021 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_, 2021 and ordered published in pamphlet form.

ATTEST:

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
City Clerk



## Grand Junction City Council

### Regular Session

Item #2.b.iii.

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**Meeting Date:** March 17, 2021

**Presented By:** Lance Gloss, Senior Planner

**Department:** Community Development

**Submitted By:** Lance Gloss, Senior Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance Rezoning Four (4) Properties from PD (Planned Development) to R-8 (Residential – 8 du/ac), Located at 585 North Grand Falls Court A, B, C, and D, Comprising 0.7 Acres, and Setting a Public Hearing for April 7, 2021

#### **RECOMMENDATION:**

Planning Commission heard this item at their March 9, 2021 meeting and voted (7-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

During the development of The Falls Subdivision (c. 1981-1994), several lots were platted that were never developed. These include the four lots located at 585 North Grand Falls Court A, B, C, and D. These lots are currently zoned PD affiliated with The Falls Subdivision plans, but that PD zone no longer has an active plan; therefore, in order to establish development rights on the four properties, the Applicant has requested that the properties be rezoned to R-8 (Residential – 8 dwelling units per acre. R-8 zoning of these four lots would allow for the construction of a single-family dwelling (attached or detached) on each of the lots.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The four properties at 585 North Grand Falls Court were created by the 1994 subdivision plat for Falls Village Subdivision, itself a replat of the 1983 subdivision plat for The Falls – Filing No. 3 Subdivision. The majority of the 22 lots that were created by the Falls Village Subdivision were developed subsequent to plat recording, and now

contain single family attached residences. Those lots and subdivisions were all associated with the PD zoning that remains on the lots, and which—at the time—provided for development of the properties at a density approximating the City's current R-8 zone district. Specifically, the Falls Village Subdivision created 18 lots on 2.51 acres, for a density of one 7.2 dwelling units per acre, which falls between the minimum and maximum densities in the R-8 zone district of 5.5 dwelling units per acre and 8 dwelling units per acre.

Per Section 21.05.010 of the Zoning and Development code, the Planned Development (PD) zone district is to apply to mixed-use or unique single-use projects where design flexibility is desired and is not available through the application of the standards established in the Code and when long-term community benefits will be derived and the vision, goals, and policies of the Comprehensive Plan can be achieved. Such benefits include more effective infrastructure, a greater quality and quantity of public and/or open space, other recreational amenities or innovative designs. In Staff's analysis, there are no elements of this small project that would warrant the continued application of PD zoning to this parcel.

An example of the relative inefficiency of the PD zoning can be found in previous attempts to generate a viable project for the four parcels under the PD zoning. The four subject properties were considered for development in 1996 under City File No. MC-96-146. That application was for a minor change to the Planned Development zoning that would have allowed for slight reconfiguration of the development of four properties with attached single-family residences. This update was of very limited scope, and would not have required a zoning action in a zone other than PD, but was required due to the narrower constraints of the PD zone. The plan was approved but never carried out, and expired in 1996 site plan two years after approval. The four subject properties have remained in their current, undeveloped state with no active approvals. An R-8 zone has therefore been recommended by staff and applied for by the Applicant, so as to reduce the complexity of developing these already-platted lots in a manner consistent with their size and apparent highest and best use.

#### **NOTIFICATION REQUIREMENTS**

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on February 24, 2021. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on February 28, 2021. The notice of this public hearing was published on March 2, 2021 in the Grand Junction Daily Sentinel.

#### **ANALYSIS**

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to



maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

- (1) Subsequent events have invalidated the original premises and findings; and/or

The existing zoning for these properties is PD (Planned Development) without an approved plan; this PD closely approximates R-8 (Residential – 8 du/ac) zoning. The PD zoning that was applied to these properties has not been updated since 1996 and no longer provides for development rights on these properties, as approvals have lapsed. As discussed in the Background, the purpose of the PD zone district is to introduce design flexibility to achieve unique design goals. In staff's analysis, there are no unique elements of this small project that would warrant PD zoning. Moreover, the lapsing of the approved plan itself represents an event that establishes new premises for zoning. Therefore, staff finds that this criterion is met.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The character and/or condition of the immediate area of The Falls development has not changed. The Falls continues to exist as a Planned Development without a current plan. However, in the vicinity, there continues to be residential growth to the east and west of the site, making development of these infill properties more appropriate now than in the past few decades. The character of the broader area is now primarily residential, rather than undeveloped, owing to the development medium density residences, including attached single-family homes, on approximately three-quarters all properties within 1000 feet of the subject properties. The rezone to R-8 is also consistent with the Plan in that it meets the established goals of the Comprehensive Plan to provide housing of a range of types and densities and to focus infill development that makes "efficient use of existing public facilities and services" (p. 20). Therefore, staff finds this criterion to be met.

- (3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject property is well served by public and community facilities. The transportation network in the vicinity of the subject properties is well-developed, with the exception that adequate sidewalk is not found adjacent to the subject properties along the west side of North Grand Falls Court. The site has excellent access to arterial roads (28 ¼ Road and Patterson Road) as well as to bicycle-friendly facilities (28-1/4 Road and Orchard Avenue). Grand Valley Transit (GVT) bus stops can be readily accessed along Patterson Road and Orchard Avenue. Public and private utilities are also available, with sanitary sewer located in North Grand Falls Court. Ute Water

service is available in the same location. Xcel electrical and gas services are similarly available to the site. There is, overall, no appreciable utility deficiency to the site. Therefore, staff finds that this criterion is met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The City is broadly in need of medium-density residential zoning if it is to accommodate anticipated growth in population while retaining housing accessibility. Infill, of which these properties are a prime example, is a central strategy for meeting housing needs as outlined in the 2020 One Grand Junction Comprehensive Plan. The Comprehensive Plan explicitly identifies the relative lack of land suitable for the density of “missing middle” housing, which includes the types of attached dwellings for which these lots would be suitable if rezoned to R-8. Thus, while the proposed R-8 zoning is not entirely uncommon in the City or in the vicinity, more R-8 zoning is considered necessary in order to meet housing demand. Staff thus finds that this criterion is met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

PD zoning can have many benefits to the community, and serves especially well when a proposed development has a specific vision that cannot be provided for by other zoning categories. The same feature of PD zoning—the ability to specifically tailor it to a project’s needs—can also present a challenge with the property’s use or configuration is contemplated to change. This particular PD zone, as illustrated in the Background, has functioned in essentially the same manner for nearly five decades. Moreover, it is particularly inefficient for the City to retain PD zoning that no longer has a valid plan associated with it, as no further development can occur in that situation. Leaving the existing PD zoning in place effectively prevents the development of the subject properties. Rezoning to R-8 would provide for the development of these properties, which is not possible under current zoning, but which is necessary to meet the City’s housing provision goals as outlined above, and for the properties to serve their highest and best use. Staff therefore finds this criterion to be met.

## **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the request by H & M trust to rezone the properties located at 585 North Grand Falls Court A, B, C, and D, City File RZN-2021-25, for the property located at 2103 North 7th St., the following findings of fact have been made:

1. The request conforms with Section 21.02.140(a) of the Zoning and Development Code.

Therefore, the Planning Commission recommends approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to introduce an ordinance rezoning H & M Trust Properties from PD (Planned Development) to R-8 (Residential - 8 du/ac), located at 585 North Grand Falls Court A, B, C, and D, City file number RZN-2021-25 and set a public hearing for April 7, 2021.

**Attachments**

1. Development Application Packet
2. Map Exhibits
3. Planning Commission Minutes - 2021 - March 9 - Draft
4. Draft Zoning Ordinance



## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: \_\_\_\_\_

Existing Zoning: None

Proposed Land Use Designation: Residential

Proposed Zoning: R-8

### Property Information

Site Location: 585 North Grand Falls Ct., Units A through D

Site Acreage: .70 +/-

Site Tax No(s): 2943-072-28-001, 002,003,004

Site Zoning: None

Project Description: The property owner, H&M Trust, is requesting a rezone to establish zoning for these four lots. The Outline Development Plan for this PD expired without a base zoning district established, and therefore that the property is currently without a zone.

### Property Owner Information

Name: H&M Trust

Street Address: 2664 Eagle Ridge Dr

City/State/Zip: Grand Jct., CO 81507

Business Phone #: \_\_\_\_\_

E-Mail: barbhm12@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Barb Hinze

Contact Phone #: 970-201-4472

### Applicant Information

Name: H&M Trust

Street Address: 2664 Eagle Ridge Dr

City/State/Zip: Grand Jct., CO 81507

Business Phone #: \_\_\_\_\_

E-Mail: ted.build@gmail.com

Fax #: \_\_\_\_\_

Contact Person: Ted Munkres

Contact Phone #: 970-270-1107

### Representative Information

Name: Kim Kerk Land Consulting

Street Address: 355 Hancock St

City/State/Zip: GJ, CO 81504

Business Phone #: 970-640-6913

E-Mail: kimk355@outlook.com

Fax #: \_\_\_\_\_

Contact Person: Kim Kerk

Contact Phone #: 970-640-6913

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

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

Signature of Person Completing the Application: \_\_\_\_\_

Date: 01/18/2021

Signature of Legal Property Owner: \_\_\_\_\_

Date: 01/18/2021

The "Grantors," Theodore W. Munkres and Barbara L. Hinze, whose legal address is 2664 Eagle Ridge Drive, Grand Junction, Colorado 81503, County of Mesa and State of Colorado, for the consideration of --NO CONSIDERATION--, hereby sell and quitclaim to the H & M Trust, dated June 3, 2020, the "Grantee," whose legal address is 2664 Eagle Ridge Drive, Grand Junction, Colorado 81503, County of Mesa and State of Colorado, the following real property, in the County of Mesa and State of Colorado, to wit:

**Lots 1, 2, 3 & 4 in Block 1 of  
FALLS VILLAGE,  
a Replat of Lot 9, Block Two of The Falls Filing No. Two,  
and Lots 11 and 15, Block Two of The Falls Filing No. Three**

County of Mesa, State of Colorado

also known by street address as: **585 North Grand Falls Ct., #A, #B, #C, and #D, Grand Junction, Colorado 81501**  
and assessor's schedule or parcel numbers: **2943-072-28-001; 2943-072-28-002; 2943-072-28-003; and 2943-072-28-004**

with all its appurtenances.

Signed this 3<sup>rd</sup> day of June, 2020.

  
Theodore W. Munkres

*Barbara Hinze*  
Barbara L. Hinze

STATE OF COLORADO )  
 ) ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2020, by Theodore W. Munkres and Barbara L. Hinze.

Witness my hand and official seal.

DEBBIE A. FISHER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19914003584  
My Commission Expires March 14, 2023

Delip A. Yhon  
Notary Public



## **Rezone Request**

**585 North Grand Falls Ct.**

**Grand Junction, Colorado**

Date: January 14, 2021

Prepared by: Kim Kerk, PM

Submitted to: Lance Gloss, Sr Planner

City of Grand Junction

250 N. 5<sup>th</sup> Street

Grand Junction, CO 81501

Project: Rezone Request to R-8 (default zoning)

Property Address: 585 North Grand Falls Ct., Units A, B, C, & D  
Grand Junction, CO 81501

**355 Hancock St. Grand Junction, CO 81504**  
**Ph: (970) 640-6913      kimk355@outlook.com**



**Introduction:**

585 N Grand Falls Ct. contains approximately .70 acres with 4 existing lots. The addresses are 585 N Grand Falls Ct. Units A, B, C, & D Grand Junction, CO 81501. The property owner H&M Trust is requesting a rezone to establish zoning for these four lots. Originally these 4 lots were part of the Falls Village Subdivision. Falls Village had an approved subdivision with the zoning of Planned Development (PD). The Outline Development Plan (ODP) for the PD Zoning was recorded on May 25<sup>th</sup>, 1994. The ODP which expired after 10 years, left this property without a base zoning in place. The default zoning for this property is R-8. Therefore, this request is for R-8 Zoning (Residential – 8 du/ac) zone district (5.5 – 8 du/ac allowed). This would yield a density of approximately 5.7 units per acre which is appropriate for an R-8 zone. Not only is the zoning appropriate but also an excellent opportunity for infill and beautifying the neighborhood.

**Petitioners Intent:**

The owners understand that 4 lots would be appropriate 4 for single-family attached or detached dwelling units. The proposed rezone will utilize the bulk standards for the R-8 default zone district; therefore, no deviations from bulk standards or design standards of the underlying zone district of R-8 are being requested. Allowed uses will be the same as those permitted in R-8 zoning.

➤ **Property Locations/ Zonings and Legal**

The properties are located at 585 North Grand Falls Ct., Units A through D, Grand Junction, CO 81501.

THE LEGAL DESCRIPTION OF THIS SITE IS AS FOLLOWS:

UNIT D: LOT 4 BLK 1 FALLS VILLAGE A REPLAT OF LOT 9 BLK TWO THE FALLS FILING NO TWO AND LOT 11 AND 15 BLK TWO THE FALLS FILING NO THREE SEC 7 1S 1E & ALSO INCLUDING THAT PTN OF VAC R.O.W. AS DESC IN B-2882 P-246/248 MESA CO RECDS

UNIT C: LOT 3 BLK 1 FALLS VILLAGE A REPLAT OF LOT 9 BLK TWO THE FALLS FILING NO TWO AND LOT 11 AND 15 BLK TWO THE FALLS FILING NO THREE SEC 7 1S 1E & ALSO INCLUDING THAT PTN OF VAC R.O.W. AS DESC IN B-2882 P-246/248 MESA CO RECDS

UNIT B: LOT 2 BLK 1 FALLS VILLAGE A REPLAT OF LOT 9 BLK TWO THE FALLS FILING NO TWO AND LOT 11 AND 15 BLK TWO THE FALLS FILING NO THREE SEC 7 1S 1E & ALSO INCLUDING THAT PTN OF VAC R.O.W. AS DESC IN B-2882 P-246/248 MESA CO RECDS

UNIT A: LOT 1 BLK 1 FALLS VILLAGE A REPLAT OF LOT 9 BLK TWO THE FALLS FILING NO TWO & LOT 11 AND 15 BLK TWO THE FALLS FILING NO THREE SEC 7 1S 1E & ALSO INCLUDING THAT PTN OF VAC R.O.W. AS DESC IN B-2882 P-246/248 MESA CO RECDS

➤ **Development Schedule and Phasing:**

Development Schedule and/ or phasing is not applicable as the 4 lots are already in existence. The site is currently vacant and not occupied or used for any purpose. It is undecided at this point whether the owners will sell the vacant lots or elect to build the houses.

➤ **Current Use/Site Characteristics:**

Currently the property is vacant and has not been occupied or used for many years.

**Zoning Review and Criteria: Impacts:**

➤ **Neighborhood Impact:**

We will ensure that the existing services to adjacent properties continue and are not disturbed or negatively impacted.

➤ **Domestic Water Impact:**

The provider for domestic water service in this area is Ute Water Conservancy District.

➤ **Drainage Impacts:**

The builder will apply for all required permits required by the CDPHE Stormwater Management Manual (SWMM) and applicable local, state, and federal laws.

➤ **Fire Protection Impact:**

The service provider for fire protection in this area is the Grand Junction Fire Department. Fire hydrants shall be placed and have fire flow capabilities in accordance with the City's ordinances.

➤ **Flood Hazard Impact**

There are no mapped FEMA flood hazards in or near the proposed project area. In addition, based on requirements from the City of Grand Junction the peak 100-year discharge from developed conditions will be less than the historic conditions. Therefore, this subdivision will not create a flood hazard.

➤ **Historic Preservation Impact:**

No structures requiring preservation in accordance with City Standards exist on the site.

➤ **Irrigation Impact:**

Upon further design of the housing the irrigation system and its maintenance shall be an integral part of the project. We will ensure that the existing irrigation service to adjacent properties continue and are not disturbed or negatively impacted.

➤ **Natural Features and Environmental Protection Impacts:**

The site does not contain natural features or environmental resources.

➤ **Noise, Dust & Odor Impacts:**

The intent of the builder will be to limit the amount of unnecessary work which would pose a threat or be offensive to occupants of adjacent properties by reason of emission of noise, vibration, dust, smoke, odor, or particulate matter, toxic or noxious materials.

➤ **Public Facilities Impacts:**

The impact on public facilities (i.e., schools, fire, police, roads, parks, etc...) will be minimal given the size of this development and considering that the project is proposed to develop within the density allowed by existing zoning and the recommendations of the Growth Plan.

➤ **Sewer Impacts:**

All lots will be served by a sewer system connected to Persigo Wastewater Treatment Facility and serviced by Grand Jct. City Sewer.

➤ **Soils Impacts:**

The Natural Resources Conservation Service identifies 2 types of soils which are identified in the Drainage Report and are all typical of the vicinity.

➤ **Transportation and Traffic:**

All streets and/ or improvements will be constructed in conformance with current City of Grand Junction standards and specifications.





**Legal Description: 585 N Grand Falls Ct.**

Units A, B, C, and D

Lots 1, 2, 3 & 4 in Block 1 of  
FALLS VILLAGE,

a Rep lat of Lot 9, Block Two of The Falls Filing No. Two, and Lots 11 and 15, Block Two of The Falls Filing  
No. Three

County of Mesa, State of Colorado

also known by street address as:

585 North Grand Falls Ct., #A, #B, #C, and #D, Grand Junction, Colorado 81501 and assessor's schedule  
or parcel numbers: 2943-072-28-001; 2943-072-28-002; 2943-072-28-003; and 2943-072-28-004



VIA: US Mail

**Zoom Neighborhood Meeting**

Adjacent Property Owner  
Grand Junction, CO  
**RE: 585 N. Grand Falls Ct.**  
Grand Junction, CO 81501

Dear Property Owner:

The above referenced property will soon be the subject of a Rezone application with the City of Grand Junction's Community Development Department. A Neighborhood Meeting is being held to introduce the proposed 4 lot Rezone Request to you and answer any questions that you might have about the project.

The rezone area encompasses 4 lots located at 585 N. Grand Falls Ct., south of Patterson Road and west of 28 1/4 Rd. The property was originally part of The Falls Village Subdivision. Grand Junction City Development staff has verified that the Falls Village Outline Development Plan for this PD expired without a base zoning district established, leaving the 4 lots without a zone. This request is for R-8 (8 residential- dwelling units per acre), which is the default zone for this property.

The Neighborhood Meeting is held to allow the neighborhood an opportunity to see the area to be rezoned and to answer questions about the request. The property owner's representative, Kim Kerk, and a City Planner will attend the meeting to discuss the proposed rezone.

A Neighborhood meeting will be held via ZOOM in compliance with the City of Grand Junction's COVID Neighborhood Meeting process. The ZOOM meeting is designed to present information for you to learn more about the proposed project in a safe meeting environment. The meeting is scheduled for Monday **December 17, 2020 at 5:30 P.M.**

To attend and participate in the virtual ZOOM meeting, follow the link below and enter the meeting ID and password. You will be joined into the meeting and will have an opportunity to ask questions after.

Hello Neighbor,  
You are invited to a Zoom meeting.  
When: Dec 17, 2020 05:30 PM Pacific Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/join/zt0kcumpqDoqGdYaxL4fmDI7I6lXaB8Dg5Hz>

After registering, you will receive a confirmation email containing information about joining the meeting.

Kim Kerk Land Consulting & Development  
355 Hancock St., Grand Junction, CO 81504  
Ph: 970-640-6913

A Site Location Map below shows the location of the property to be rezoned.

Sincerely,  
*Kim*

Kim Kerk  
[kimk355@outlook.com](mailto:kimk355@outlook.com)  
970-640-6913

Please do not hesitate to contact me at 970-640-6913 should you have any questions about this project.



Kim Kerk Land Consulting & Development  
355 Hancock St., Grand Junction, CO 81504  
Ph: 970-640-6913



# OWNERSHIP STATEMENT - TRUST

(a) H & M Trust ("Trust") is the owner of the following property:

(b) 585 N. Grand Falls Ct. Lots A,B,C, and D Grand Junction, CO 81501

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner is also attached.

I, (c) Barbara Louise Hinze, co-trustee, and Theodore Wayne Munkres, am the Trustee for the Trust. I have the legal authority to bind the Trust to agreements concerning financial obligations and this property. I have attached the most recently recorded Statement of Authority of the Trust.

- ☒ My legal authority to bind the Trust both financially and concerning this property is unlimited.  
☐ My legal authority to bind the Trust financially and/or concerning this property is limited in the following manner:

All other Trustees and their authority to bind the Trust are listed and described here:

- ☒ Trust is the sole owner of the property.  
☐ Trust owns the property with other(s). The other owners of the property are:

(d) \_\_\_\_\_

On behalf of Trust, I have reviewed the application for the (e) \_\_\_\_\_

I understand the continuing duty to inform the City planner of any changes in my authority to bind the Trust or regarding any interest in the property, such as ownership, easement, right-of-way, encroachment, boundary disputes, lienholder and any other interest in the property.

- ☒ I and the Trustees have no knowledge of any possible conflicts between the boundary of the property and abutting properties.  
☐ I and the Trustees have the following knowledge (indicate who has the knowledge) and evidence concerning possible boundary conflicts between the property and the abutting property(ies):

(f) \_\_\_\_\_

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

X Signature of Partnership representative: Barbara Louise Hinze & Theodore Wayne Munkres

Printed name of person signing: Barbara Louise Hinze, co-trustee, and Theodore Wayne Munkres, co-trustee

State of Colorado

County of Mesa

)

) ss.

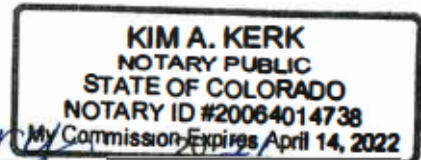
Subscribed and sworn to before me on this 20<sup>th</sup> day of January

by Barbara Louise Hinze & Theodore Wayne Munkres

Witness my hand and seal.

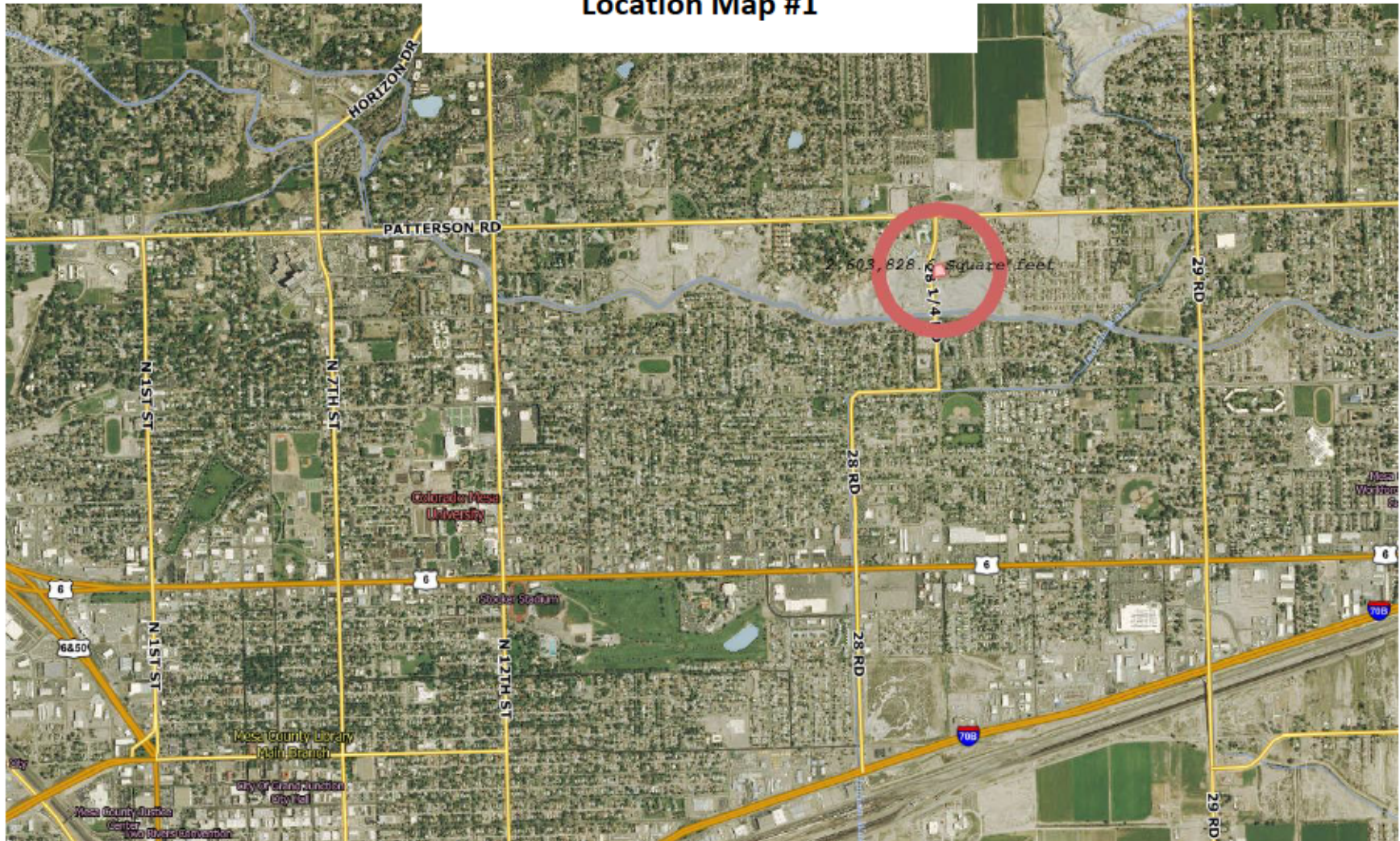
My Notary Commission expires on 04/14/2022

Kim A. Kerk  
Notary Public Signature



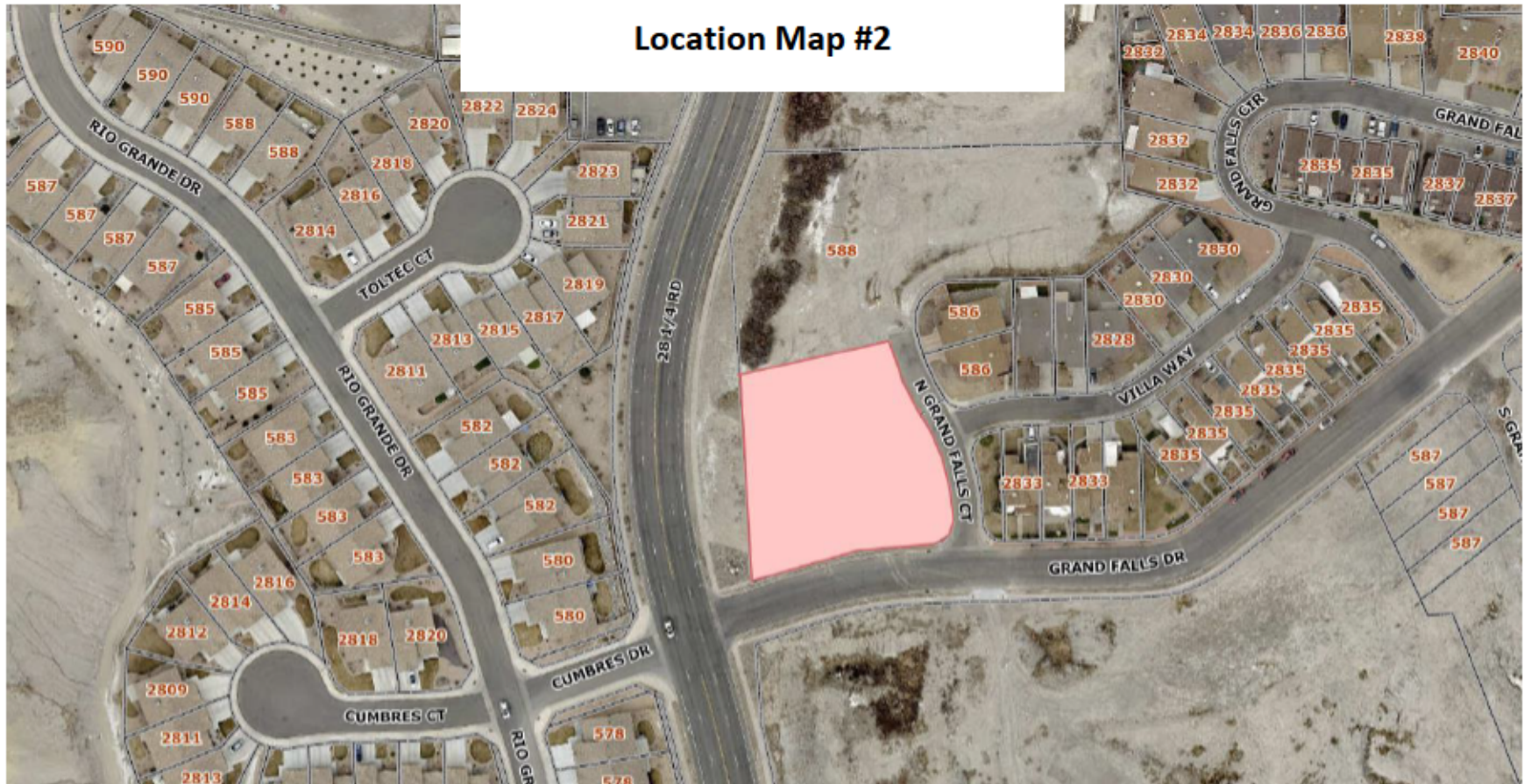


Location Map #1



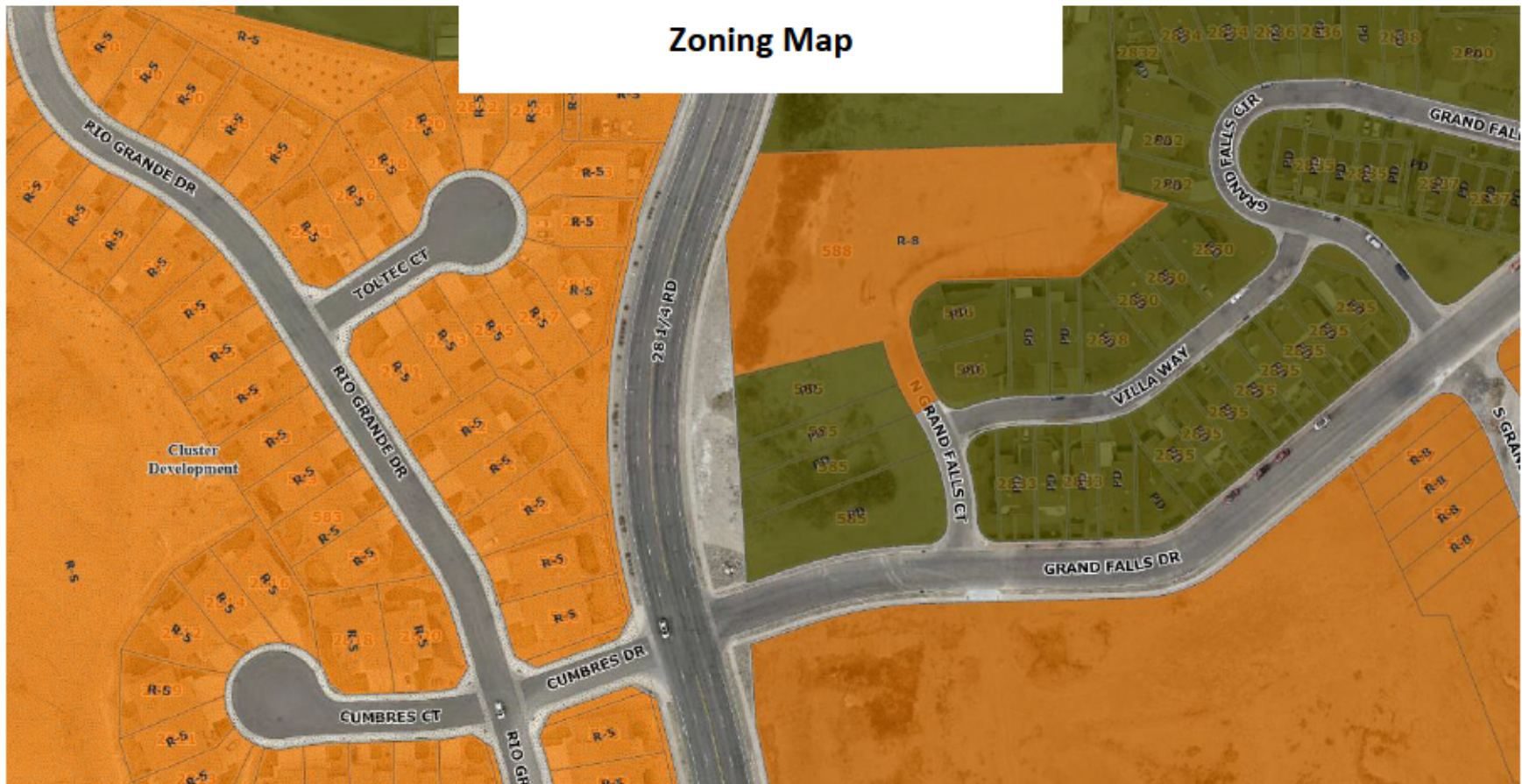


Location Map #2





## Zoning Map



**Comprehensive Plan Land Use Map**

The map displays the following features:

- Streets:** RIO GRANDE DR, TOLTEC CT, RIO GRANDE DR, CUMBRES DR, CUMBRES CT, 28 1/4 RD, N GRAND FALLS CT, VILLA WAY, GRAND FALLS DR, GRAND FALLS CIR, and GRAND FALLS DR.
- Land Use:** Residential Medium (yellow), Parks and Open Space (green).
- Parcel Numbers:** Various numbers are scattered across the map, including 5890, 5888, 5887, 5885, 5883, 5882, 5880, 5878, 5877, 5875, 5873, 5872, 5870, 5868, 5866, 5865, 5863, 5862, 5860, 5858, 5857, 5855, 5853, 5852, 5850, 5848, 5847, 5845, 5843, 5842, 5840, 5838, 5837, 5835, 5833, 5832, 5830, 5828, 5827, 5825, 5823, 5822, 5820, 5818, 5816, 5815, 5814, 5812, 5811, 5810, 5809, 5808, 5807, 5805, 5803, 5802, 5800, 5798, 5797, 5795, 5793, 5792, 5790, 5788, 5787, 5785, 5783, 5782, 5780, 5778, 5777, 5775, 5773, 5772, 5770, 5768, 5767, 5765, 5763, 5762, 5760, 5758, 5757, 5755, 5753, 5752, 5750, 5748, 5747, 5745, 5743, 5742, 5740, 5738, 5737, 5735, 5733, 5732, 5730, 5728, 5727, 5725, 5723, 5722, 5720, 5718, 5716, 5715, 5714, 5712, 5711, 5710, 5709, 5708, 5707, 5705, 5703, 5702, 5700, 5698, 5697, 5695, 5693, 5692, 5690, 5688, 5687, 5685, 5683, 5682, 5680, 5678, 5677, 5675, 5673, 5672, 5670, 5668, 5667, 5665, 5663, 5662, 5660, 5658, 5657, 5655, 5653, 5652, 5650, 5648, 5647, 5645, 5643, 5642, 5640, 5638, 5637, 5635, 5633, 5632, 5630, 5628, 5627, 5625, 5623, 5622, 5620, 5618, 5616, 5615, 5614, 5612, 5611, 5610, 5609, 5608, 5607, 5605, 5603, 5602, 5600, 5598, 5597, 5595, 5593, 5592, 5590, 5588, 5587, 5585, 5583, 5582, 5580, 5578, 5577, 5575, 5573, 5572, 5570, 5568, 5567, 5565, 5563, 5562, 5560, 5558, 5557, 5555, 5553, 5552, 5550, 5548, 5547, 5545, 5543, 5542, 5540, 5538, 5537, 5535, 5533, 5532, 5530, 5528, 5527, 5525, 5523, 5522, 5520, 5518, 5516, 5515, 5514, 5512, 5511, 5510, 5509, 5508, 5507, 5505, 5503, 5502, 5500, 5498, 5497, 5495, 5493, 5492, 5490, 5488, 5487, 5485, 5483, 5482, 5480, 5478, 5477, 5475, 5473, 5472, 5470, 5468, 5467, 5465, 5463, 5462, 5460, 5458, 5457, 5455, 5453, 5452, 5450, 5448, 5447, 5445, 5443, 5442, 5440, 5438, 5437, 5435, 5433, 5432, 5430, 5428, 5427, 5425, 5423, 5422, 5420, 5418, 5416, 5415, 5414, 5412, 5411, 5410, 5409, 5408, 5407, 5405, 5403, 5402, 5400, 5398, 5397, 5395, 5393, 5392, 5390, 5388, 5387, 5385, 5383, 5382, 5380, 5378, 5377, 5375, 5373, 5372, 5370, 5368, 5367, 5365, 5363, 5362, 5360, 5358, 5357, 5355, 5353, 5352, 5350, 5348, 5347, 5345, 5343, 5342, 5340, 5338, 5337, 5335, 5333, 5332, 5330, 5328, 5327, 5325, 5323, 5322, 5320, 5318, 5316, 5315, 5314, 5312, 5311, 5310, 5309, 5308, 5307, 5305, 5303, 5302, 5300, 5298, 5297, 5295, 5293, 5292, 5290, 5288, 5287, 5285, 5283, 5282, 5280, 5278, 5277, 5275, 5273, 5272, 5270, 5268, 5267, 5265, 5263, 5262, 5260, 5258, 5257, 5255, 5253, 5252, 5250, 5248, 5247, 5245, 5243, 5242, 5240, 5238, 5237, 5235, 5233, 5232, 5230, 5228, 5227, 5225, 5223, 5222, 5220, 5218, 5216, 5215, 5214, 5212, 5211, 5210, 5209, 5208, 5207, 5205, 5203, 5202, 5200, 5198, 5197, 5195, 5193, 5192, 5190, 5188, 5187, 5185, 5183, 5182, 5180, 5178, 5177, 5175, 5173, 5172, 5170, 5168, 5167, 5165, 5163, 5162, 5160, 5158, 5157, 5155, 5153, 5152, 5150, 5148, 5147, 5145, 5143, 5142, 5140, 5138, 5137, 5135, 5133, 5132, 5130, 5128, 5127, 5125, 5123, 5122, 5120, 5118, 5116, 5115, 5114, 5112, 5111, 5110, 5109, 5108, 5107, 5105, 5103, 5102, 5100, 5098, 5097, 5095, 5093, 5092, 5090, 5088, 5087, 5085, 5083, 5082, 5080, 5078, 5077, 5075, 5073, 5072, 5070, 5068, 5067, 5065, 5063, 5062, 5060, 5058, 5057, 5055, 5053, 5052, 5050, 5048, 5047, 5045, 5043, 5042, 5040, 5038, 5037, 5035, 5033, 5032, 5030, 5028, 5027, 5025, 5023, 5022, 5020, 5018, 5016, 5015, 5014, 5012, 5011, 5010, 5009, 5008, 5007, 5005, 5003, 5002, 5000, 4998, 4997, 4995, 4993, 4992, 4990, 4988, 4987, 4985, 4983, 4982, 4980, 4978, 4977, 4975, 4973, 4972, 4970, 4968, 4967, 4965, 4963, 4962, 4960, 4958, 4957, 4955, 4953, 4952, 4950, 4948, 4947, 4945, 4943, 4942, 4940, 4938, 4937, 4935, 4933, 4932, 4930, 4928, 4927, 4925, 4923, 4922, 4920, 4918, 4916, 4915, 4914, 4912, 4911, 4910, 4909, 4908, 4907, 4905, 4903, 4902, 4900, 4898, 4897, 4895, 4893, 4892, 4890, 4888, 4887, 4885, 4883, 4882, 4880, 4878, 4877, 4875, 4873, 4872, 4870, 4868, 4867, 4865, 4863, 4862, 4860, 4858, 4857, 4855, 4853,



**GRAND JUNCTION PLANNING COMMISSION**  
**March 9, 2021 MINUTES**  
**5:30 p.m.**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, Vice Chair Christian Reece, George Gatseos, Keith Ehlers, Ken Scissors, Andrea Haitz, and Sandra Weckerly.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Jace Hochwalt (Senior Planner), and Lance Gloss (Senior Planner).

There was 1 member of the public in virtual attendance: Jennifer Rhamy.

**CONSENT AGENDA**

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Commissioner Ehlers moved to adopt Consent Agenda Item #1. Commissioner Reece seconded the motion. The motion carried 6-0.

Commissioner Haitz was absent during this vote.

**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from February 23, 2021.

**REGULAR AGENDA**

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**1. Red Rocks Valley Planned Development Amendment** **File # PLD-2020-693**

**[Agenda item can be viewed online here at](#)**

Consider a request by NorthStar Towing for a Conditional Use Permit for an impound lot on 1.657 acres in a C-2 (General Commercial) zone district.

**Staff Presentation**

Jace Hochwalt, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

Commissioner Reece asked a question about the orientation of the access points.



Commissioner Gatseos asked a question regarding safety on the private, internal streets.

### **Applicant Presentation**

Dorothy Shepard, DOR Studio Architecture, gave a presentation regarding the request.

### **Questions for Applicant**

Commissioner Scissors asked a question regarding the orientation of the houses in future filings.

Commissioner Gatseos asked a question regarding drainage in the area.

Commissioner Reece asked a question regarding the construction of the first filing.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Karen Brennan, Rudolph T. Textor, and George Callison left comments on GJSpeaks regarding the request.

Ms. Jennifer Rhamy made a comment regarding the request.

The public hearing was closed at 6:05 p.m. on March 9, 2021.

### **Applicant Response**

Darren Caldwell provided a response to public comment.

### **Questions for Applicant or Staff**

Chair Teske asked a question regarding the staff report analysis.

Commissioner Gatseos asked a question regarding the change in setbacks.

### **Discussion**

Commissioner Ehlers made a comment regarding the request.

### **Motion and Vote**

Commissioner Scissors made the following motion, "Chairman, on the request to amend the previously approved Red Rocks Valley Outline Development Plan, located at South Camp Road and Rock Valley Road, City file number PLD-2020-693, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as provided within the staff report.

Commissioner Gatseos seconded the motion. The motion carried 7-0.

## 2. **Ametek Rezone**

**File # RZN-2020-592**

[Agenda item can be viewed online here at](#)

Consider a request by 1215-1217 Perry LLC to rezone two (2) properties from PD (Planned Development) to C-1 (Light Commercial), located at 287 27 Road and the adjacent Dixon Park, collectively comprising 8.7 acres; and, to rezone one property from PD (Planned Development) to M-U (Mixed Use), located at 288 27 Road, comprising 2.81 acres.

### **Staff Presentation**

Lance Gloss, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

### **Questions for Staff**

None.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:28 p.m. on March 9, 2021.

### **Questions for Applicant or Staff**

None.

### **Discussion**

None.

### **Motion and Vote**

Commissioner Gatseos made the following motion, "Chairman, on the Rezone request for the property located at 287 27 Road, 288 27 Road, and the adjacent unaddressed property known as Dixon Park, City file number RZN-2020-592, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Ehlers made a comment regarding the request.

Commissioner Ehlers seconded the motion. The motion carried 7-0.

### 3. **Munkres Rezone**

File # RZN-2021-25

Agenda item can be viewed online here at

Consider a request by H & M Trust to rezone four (4) properties from PD (Planned Development) to R-8 (Residential – 8 du/ac), located at 585 North Grand Falls Court A, B, C, and D, comprising 0.7 acres.

#### **Staff Presentation**

Lance Gloss, Senior Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

None.

#### **Applicant Presentation**

Kim Kerk, xxx, was present and available for questions.

#### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, March 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:44 p.m. on March 9, 2021.

#### **Questions for Staff**

None.

#### **Discussion**

Commissioner Gatseos made a comment regarding the request.

#### **Motion and Vote**

Commissioner Ehlers made the following motion, “Chairman, on the rezone request for the property located at 585 Grand Falls Court A, B, C, and D, City file number RZN-2021-25, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report.”

Commissioner Reece seconded the motion. The motion carried 7-0.

### 4. **Other Business**

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None.



5. **Adjournment**

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Commissioner Scissors moved to adjourn the meeting. Commissioner Ehlers seconded the motion. The vote to adjourn carried 7-0. The meeting adjourned at 6:47 p.m.

DRAFT

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING H & M TRUST PROPERTIES  
FROM PD (PLANNED DEVELOPMENT)  
TO R-8 (RESIDENTIAL – 8 DU/AC)**

**LOCATED AT 585 N. GRAND FALLS COURT A, B, C, & D**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning the H & M Trust properties to the R-8 (Residential – 8 du/ac) zone district, finding that it conforms to and is consistent with the Land Use Map designation of Residential Medium of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

The following properties shall be zoned R-8 (Residential – 8 du/ac):

LOTS 1, 2, 3 & 4 IN BLOCK 1 OF  
FALLS VILLAGE

A REPLAT OF LOT 9, BLOCK TWO OF THE FALLS FILING NO. TWO, AND LOTS 11  
AND 15, BLOCK TWO OF THE FALLS FILING NO. THREE  
COUNTY OF MESA, STATE OF COLORADO

Introduced on first reading this 17<sup>TH</sup> day of March, 2021 and ordered published in pamphlet form.

Adopted on second reading this 5<sup>th</sup> day of May, 2021 and ordered published in pamphlet form.

ATTEST:

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City Clerk

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Mayor



## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** March 17, 2021

**Presented By:** Trent Prall, Public Works Director

**Department:** Public Works - Engineering

**Submitted By:** Trent Prall, Public Works Director

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### **Information**

#### **SUBJECT:**

Possession and Use Agreements with Usher NV LLC for Right-of-Way and Easements for the 24 Road and G Road Transportation Expansion Projects

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution authorizing the use of Possession and Use Agreements with Usher NV LLC for right-of-ways and easements.

#### **EXECUTIVE SUMMARY:**

The 24 Road Widening and G Road widening projects require right of way and easements to be acquired from adjacent properties for the future road road improvements and utility relocations. This resolution authorizes the City Manager to sign Possession and Use Agreements with Usher NV LLC for rights-of-way and easements from four properties in the total amount of \$711,900.

#### **BACKGROUND OR DETAILED INFORMATION:**

In fall of 2019, Grand Junction voters authorized the City to issue \$70 million in debt for expansion of City collector and arterial roads throughout the community. In 2020, \$50 million in bonds were issued for the first phase of projects, and the two of ten projects in 2021 is the widening of 24 Road between Patterson and I-70 and G Road between 23 1/2 Road and 24 1/2 Road. In order to accommodate the future expansion of the road and utility relocations, additional rights of way and easements are required.

Offers have been delivered to all of the property owners within the 24 & G Road project, The City and its consultant TRS has been successful in reaching terms with 4



of the owners.

It has been over a month since the offers were delivered to most of the owners, and several have been slow to respond. In an effort to keep the project moving toward construction, TRS recommends the City consider utilizing Possession and Use Agreements (P&U) as an interim step that would allow for the City to have an irrevocable right to use the property to be acquired to build while the final settlement details could be worked out.

The P&U is a voluntary agreement that the property owner enters with the City, whereby the City tenders its offered sum to the owner in escrow at the title company. There would be a "closing" where any past due and prorated taxes for the current year are remitted to the County Treasurer from the proceeds, and the liens are satisfied and released (deeded ROW) or subordinated (easements). It is akin to a standard closing, and the P&U is recorded instead of a deed, but title has not transferred. This provides the City with possession to build, short of needing to file a condemnation case and securing a Court Order through an immediate possession hearing (the IP hearing is step one of the condemnation process). If the owner would agree to the P&U, it would save the time (probably 45-75 days) involved with filing the condemnation action for immediate possession and, of course, the City's staff and legal time and expense to file. It would save the property owner's legal fees as well.

The P&U provides a timeframe for the City and the owner to continue to negotiate, typically 90-180 days. If a settlement is reached, there is a subsequent agreement/contract and a closing whereby the deeds and easements are executed and recorded, and the difference between the City's offered sum (tendered previously and disbursed at the P&U "closing") and the settlement is disbursed to the property owner. Title has transferred and the deal is completed.

If a settlement cannot be negotiated in the prescribed timeframe, the City agrees that it will initiate condemnation proceedings for a court to determine value. This would be step 2 of the condemnation process. The parties could still negotiate a settlement after the condemnation action is filed, up to and through the value trial.

The P&U agreements do contemplate condemnation, as an obligation of the City, if the negotiations fail. The City requires a resolution to condemn. The proposed resolution allows for staff to utilize P&Us together with condemnation as a last resort for the remaining properties if the owners of Usher NV LLC will either not execute the necessary P&U agreements, or the negotiations are at impasse after the timeframe prescribed in the P&U fails.

The Project requires acquisition of right of way, multi-purpose easement and a temporary construction easement from Usher NV LLC a Limited Liability Company for

Usher NV LLC owned properties with interests to be acquired are located at 2701-324-00-093 (NW Corner of 24 and G Road) also referred to as Project Parcel 8, 2945-042-00-018 (SE Corner of 24 and G Road) also referred to as Project Parcel 5, 2427 G Road also referred to as Project Parcel 10, and 2449 G Road also referred to as Project Parcel 11. All of the subject properties are currently undeveloped vacant land with the exception of 2427 G Road.

Valuation was determined by review of the City's appraisal by Member Appraisal Institute (MAI) appraisers that had evaluated the property. The owner declined the opportunity to obtain their own appraisal and be reimbursed by the City for cost of the appraisal. The City's appraisal valued the interests to be acquired from the four parcels at \$711,900.

**FISCAL IMPACT:**

The cost of the acquisition of right of way, multi-purpose easement and a temporary construction easements are included in the 2021 Adopted Budget under the 24 Road Widening - Patterson to I-70 and G Road, 23 1/2 to 24 1/2 Road projects.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 22-21, a resolution authorizing the City to enter into a Possession and Use Agreement with Usher NV, LLC for real property located at Mesa County Assessor Parcel 2701-324-00-093, Mesa County Assessor Parcel 2945-042-00-018, 2427 G Road and 2449 G Road and ratifying actions heretofore taken in connection therewith.

**Attachments**

1. Vicinity Map - Usher Properties
2. Parcel 5 Possession and Use Agreement - Final
3. Parcel 8 Possession and Use Agreement - Final
4. Parcel 10 Possession and Use Agreement - Final
5. Parcel 11 Possession and Use Agreement - Final
6. Resolution - Usher NV LLC Possession and Use





**Parcel 8**

G Road

24 Road

Canyon View Park

**Parcel 10**

G RD

**Parcel 11**

**Parcel 5**

Golden Gate

Community Hospital

Subaru Dealership

**Vicinity Map**  
**Usher Properties**



**CITY OF GRAND JUNCTION COLORADO  
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project

Project Number: 207-F1903

Parcel Number(s): RW-5A, RW-5B, MPE-5, TCE-5

Location: Grand Junction, Mesa County, Colorado

Mesa County Assessor's Parcel Number: 2945-042-00-018

This Possession and Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-5A and RW-5B in fee simple; Parcel MPE-5, a permanent multi-purpose easement; and Parcel TCE-5, a temporary construction easement** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A" and Exhibit "B" as to Parcel RW-5A, Exhibit "C" and Exhibit "D" as to Parcel RW-5B, Exhibit "E" and Exhibit "F" as to Parcel MPE-5, and Exhibit "G" as to Parcel TCE-5, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$317,200.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.



10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.

Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____



EXHIBIT "A"

2945-042-00-018  
RIGHT OF WAY PARCEL NO. RW-5A

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 4, (also known as Government Lot 4, Section 4) Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW corner of said Section 4, and assuming the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 4 bears S89°57'28"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement S89°57'28"E along said north line NW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 546.07 feet to the northeast corner of a right of way parcel described in a deed filed under Reception Number 1924109 also being the Point of Beginning; thence S89°57'28"E along said north line NW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 774.59 feet to the northeast corner said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence S00°01'56"E along the east line said NW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 12.84 feet to the south edge of the open, used and historic right of way for G Road; thence N89°55'54"W along said south edge a distance of 774.60 feet to the southeast corner of said right of way parcel described in a deed filed under Reception Number 1924109; thence N0°02'32"E a distance of 12.49 feet to the point of beginning;

CONTAINING 0.23 Acres or 9809 Square Feet, more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

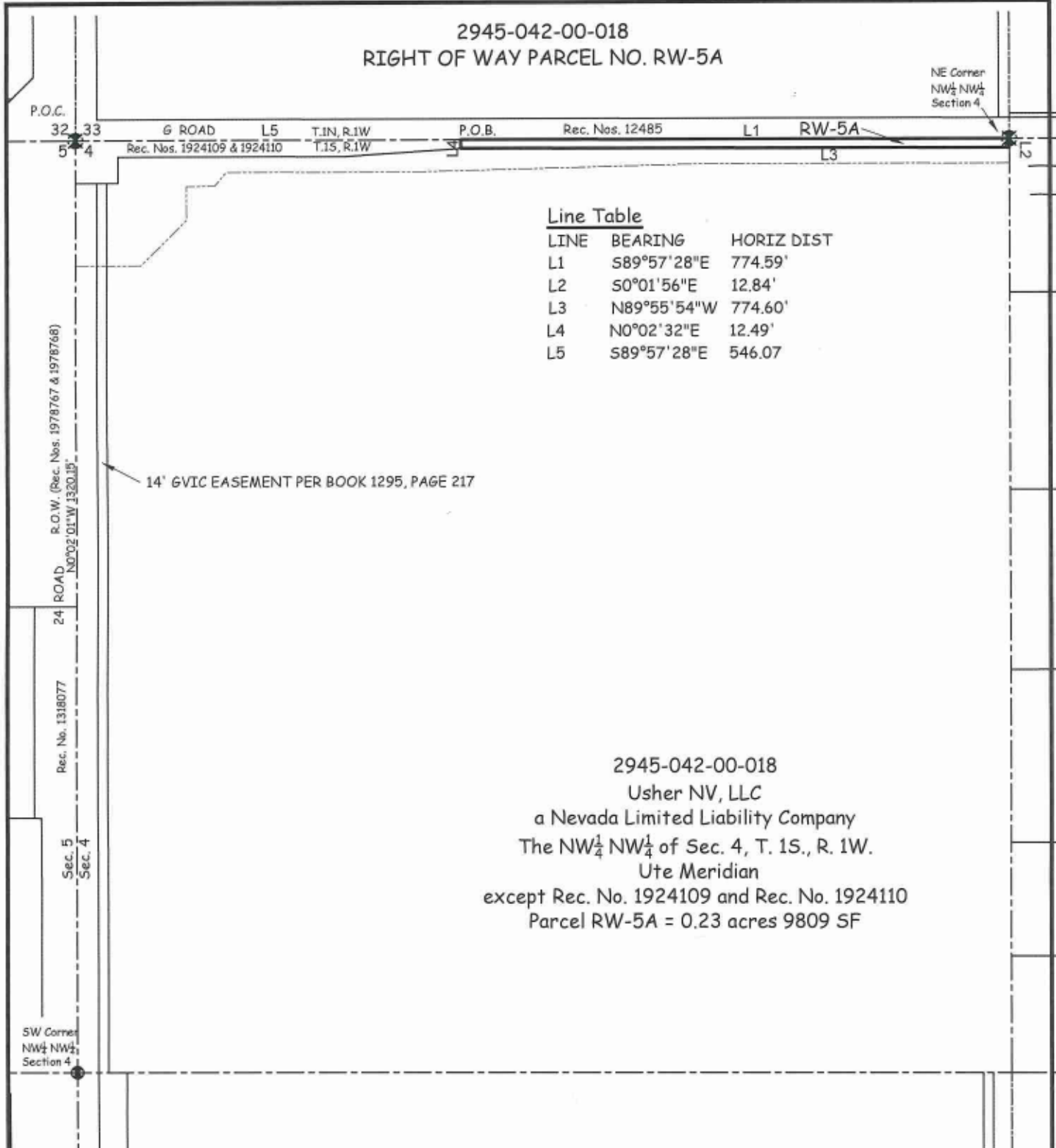
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R. B. P.  
DATE: 10-12-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2945-042-00-018  
located in the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO



EXHIBIT "B"



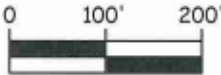
2945-042-00-018  
Usher NV, LLC  
a Nevada Limited Liability Company  
The NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 4, T. 1S., R. 1W.  
Ute Meridian  
except Rec. No. 1924109 and Rec. No. 1924110  
Parcel RW-5A = 0.23 acres 9809 SF

ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
R.O.W. RIGHT OF WAY  
SEC. SECTION  
T. TOWNSHIP  
R. RANGE  
Rec. Reception  
No. Number



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 10-12-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2945-042-00-018  
located in the NW $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO



N:\Landproj\24 Road & G Road Intersection\Legals-Surveyor Folder



## EXHIBIT "C"

### 2945-042-00-018 RIGHT OF WAY PARCEL NO. RW-5B

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 4, (also known as Government Lot 4, Section 4) Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW corner of said Section 4, and assuming the North line of said NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 4 bears S89°57'28"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement S89°57'28"E along said north line NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 1320.66 feet to the northeast corner said NW $\frac{1}{4}$  NW $\frac{1}{4}$  also being the Northeast corner of Right-of-Way Parcel No. RW-5A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_; thence S00°01'56"E along the east line said NW $\frac{1}{4}$  NW $\frac{1}{4}$  and said RW-5A a distance of 12.84 feet to the Point of Beginning; thence continuing S00°01'56"E along said east line a distance of 21.16 feet; thence N89°57'28"W a distance of 421.23 feet; thence S88°34'04"W a distance of 427.55 feet; thence N89°57'28"W a distance of 258.64 feet; thence S39°49'34"W a distance of 25.37 feet; thence S89°18'16"W a distance of 40.62 feet; thence S00°00'00"E a distance of 48.30 feet; thence S45°00'00"W a distance of 90.86 feet; thence S90°00'00"W a distance of 92.18 feet to a point on the west line said NW $\frac{1}{4}$  NW $\frac{1}{4}$  also being a point on the east line of a right of way parcel described in a deed filed under Reception 1978767; thence N00°02'01"W along said west line NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 117.68 feet to the southwest corner of a right of way parcel described in a deed filed under Reception Number 1924110; thence along the southerly line said right of way parcel described in Reception Number 1924109 for the following four (4) courses: 1) S89°57'36"E a distance of 60.04 feet; 2) N00°02'23"E a distance of 37.00 feet; 3) S89°57'36"E a distance of 323.71 feet; 4) N86°20'16"E a distance of 162.60 feet to the Southwest corner said RW-5A; thence S89°55'54"E a distance of 774.60 feet to the point of beginning;

CONTAINING 1.11 Acres or 48363 Square Feet, more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

#### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R. B. P.  
DATE: 10-12-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2945-042-00-018  
located in the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO



EXHIBIT "D"

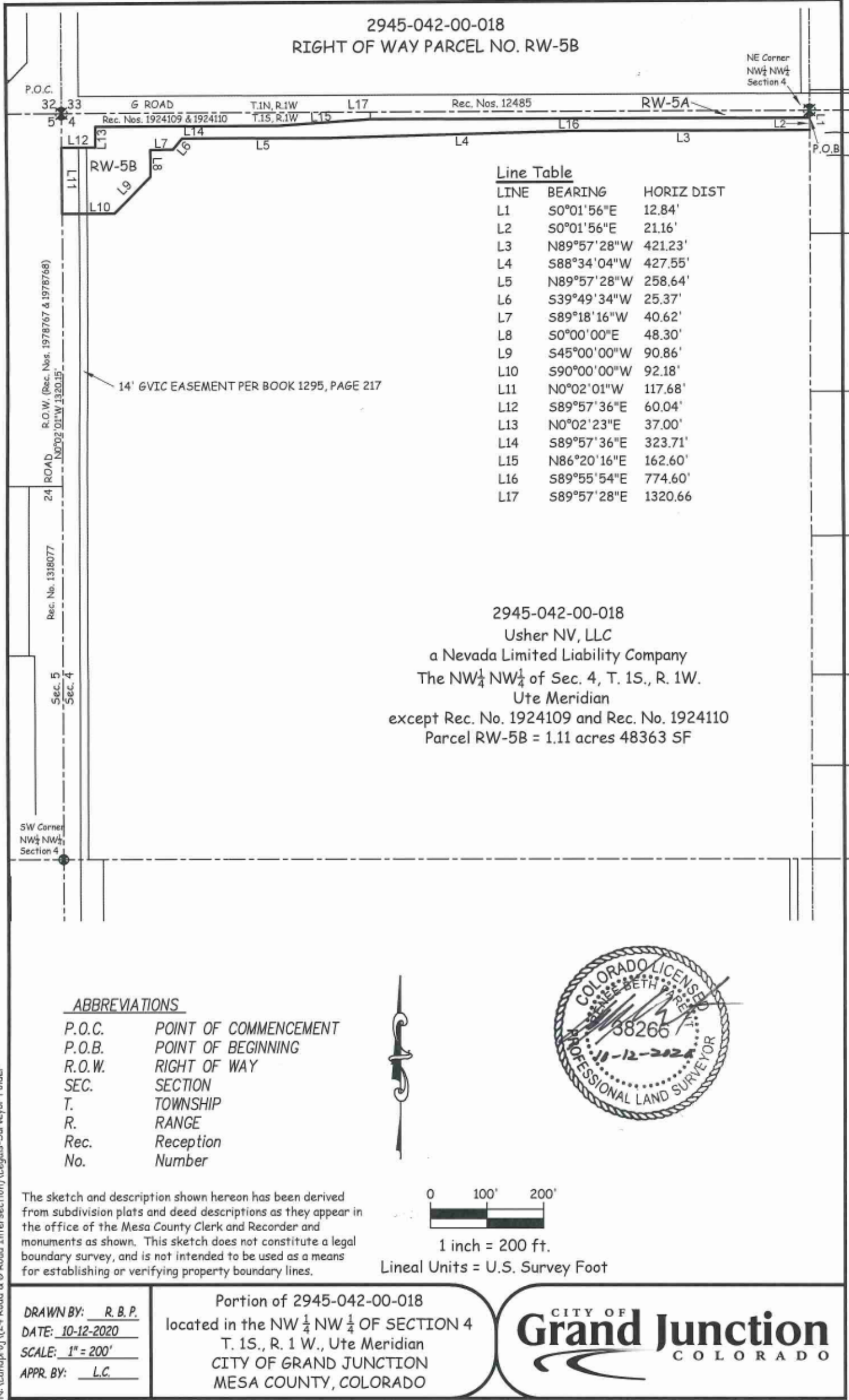


EXHIBIT "E"

2945-042-00-018  
MULTIPURPOSE EASEMENT PARCEL NO. MPE-5

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 4, (also known as Government Lot 4, Section 4) Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the NW corner of said Section 4, and assuming the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 4 bears S89°57'28"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement S89°57'28"E along said north line NW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 1320.66 feet to the northeast corner said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence S00°01'56"E along the east line said NW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 34.00 feet to the Point of Beginning also being the southeast corner of Right of Way Parcel No. RW-5B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_; thence S00°01'56"E along said east line NW $\frac{1}{4}$  NW $\frac{1}{4}$  a distance of 14.00 feet; thence N89°57'28"W a distance of 421.07 feet; thence S88°34'04"W a distance of 427.55 feet; thence N89°57'28"W a distance of 252.26 feet; thence S39°49'34"W a distance of 29.27 feet; thence S00°00'00"E a distance of 50.30 feet; thence S45°00'00"W a distance of 127.86 feet; thence S90°00'00"W a distance of 110.66 feet to a point on the west line said NW $\frac{1}{4}$ NW $\frac{1}{4}$  also being a point on the east line of a right of way parcel described in a deed filed under Reception 1978767; thence N00°02'01"W along said west line NW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 44.67 feet to the southwest corner said RW-5B; thence along the southerly line said RW-5B for the following eight (8) courses: 1) S90°00'00"E a distance of 92.18 feet; 2) N45°00'00"E a distance of 90.86 feet; 3) N00°00'00"E a distance of 48.30 feet; 4) N89°18'16"E a distance of 40.62 feet; 5) N39°49'34"E a distance of 25.37 feet; 6) S89°57'28"E a distance of 258.64 feet; 7) N88°34'04"E a distance of 427.55 feet; 8) S89°57'28"E a distance of 421.23 feet to the true Point of Beginning,

CONTAINING 0.64 Acres or 27804 Square Feet, more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



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ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

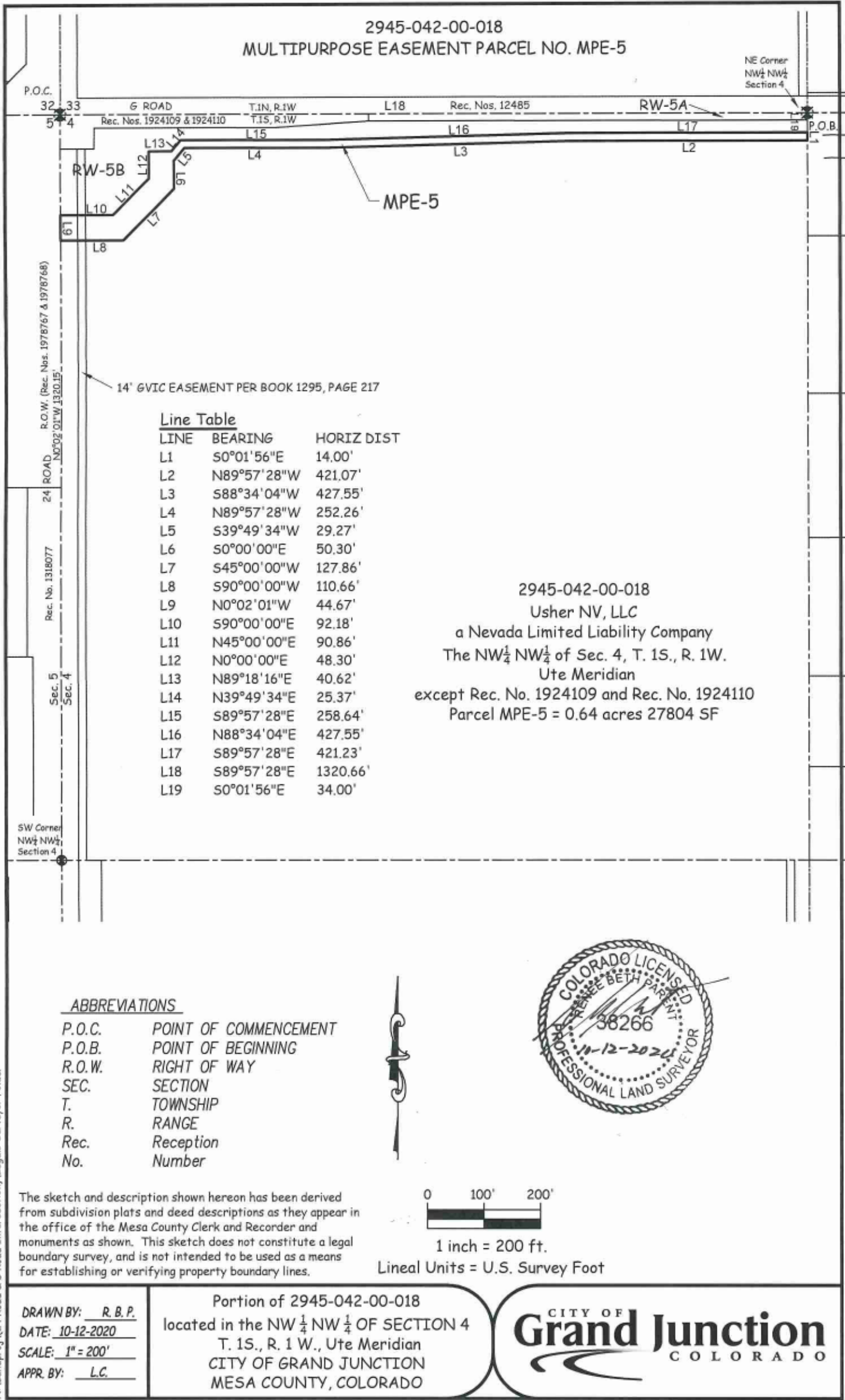
DRAWN BY: R.B.P.  
DATE: 10-12-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2945-042-00-018  
located in the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO





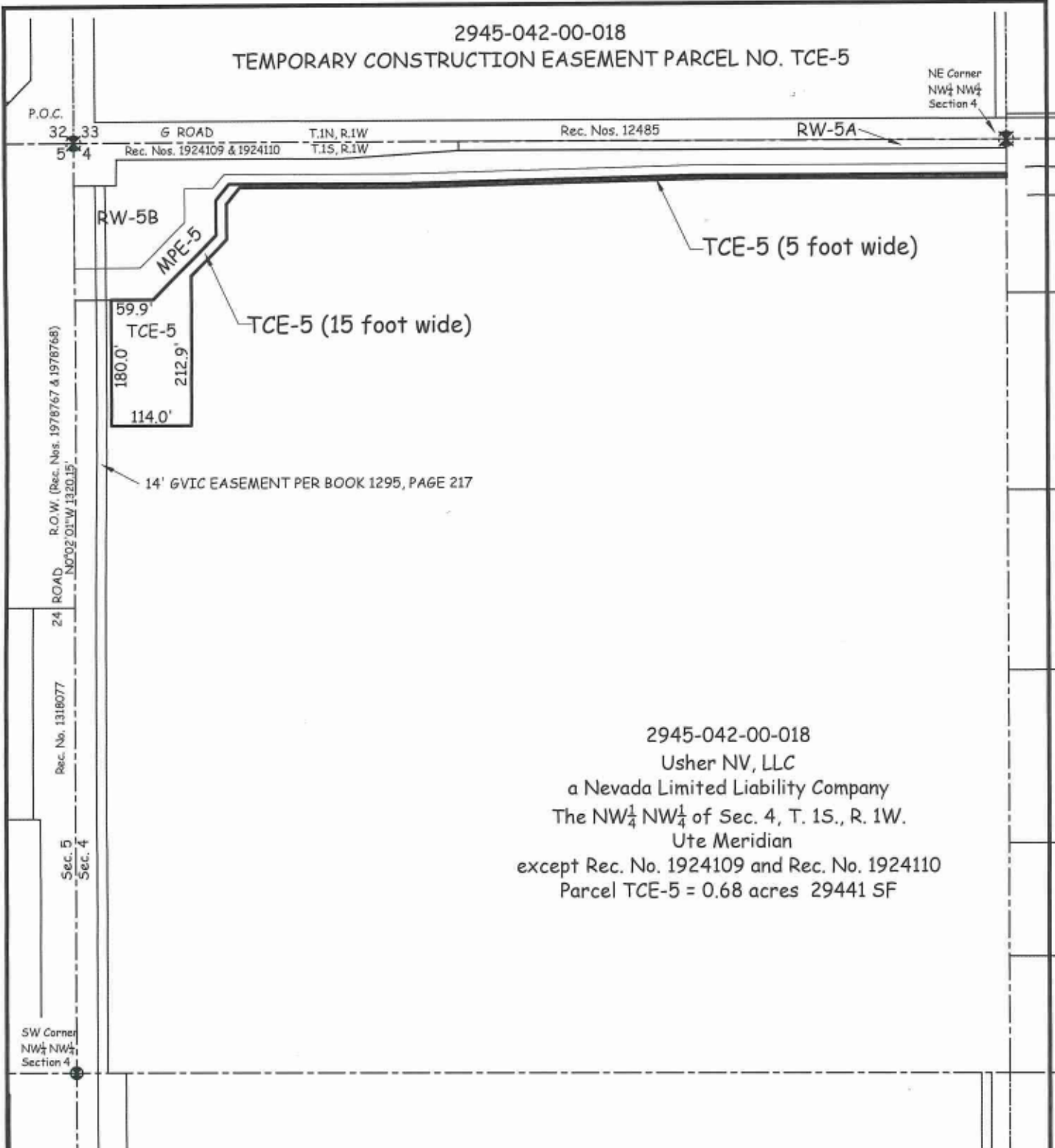
EXHIBIT "F"



N:\Landproj\24 Road & G Road Intersection\Legals-Surveyor Folder



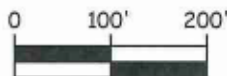
EXHIBIT "G"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	Reception
No.	Number

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 10-12-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2945-042-00-018  
located in the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO

**CITY OF GRAND JUNCTION COLORADO  
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project

Project Number: 207-F1903

Parcel Number(s): RW-8A, RW-8B, RW-8C, MPE-8, TCE-8A, TCE-8B

Location: Grand Junction, Mesa County, Colorado

Mesa County Assessor's Parcel Number: 2701-324-00-093

This Possession and Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-8A, RW-8B, and RW-8C in fee simple; Parcel MPE-8, a permanent multi-purpose easement; and Parcels TCE-8A and TCE-8B, temporary construction easements** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A", Exhibit "B" and Exhibit "C" as to Parcels RW-8A, RW-8B and RW-8C, Exhibit "D" and Exhibit "E" as to Parcel MPE-8, and Exhibit "F" as to Parcels TCE-8A and TCE-8B, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$371,600.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.



10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.



Usher NV, LLC, a Nevada limited liability company  By: _____ Title: _____	  Date: _____
City of Grand Junction, a Colorado home rule municipality  By: _____ Title: _____	  Date: _____

EXHIBIT "A"

2701-324-00-093

RIGHT OF WAY PARCEL NOS. RW-8A and RW-8B

RW-8A

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner of said E 1/2 SE 1/4 of Section 32, and assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°03'44" E along the west line said E 1/2 SE 1/4 of Section 32, a distance of 40.00 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297, said point being the Point of Beginning; thence continuing N00°03'44"E a distance of 39.99 feet; thence N90°00'00"E a distance of 30.00 feet; thence S00°03'44"W a distance of 10.09 feet; thence S44°59'20"E a distance of 42.31 feet to a point on said northerly right-of-way line of G Road; thence N89°58'53"W along said northerly right-of-way line of G Road a distance of 59.95 feet to the point of beginning.

CONTAINING 0.04 Acres or 1648 Square Feet more or less, as described.

RW-8B

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner of said E 1/2 SE 1/4 of Section 32, and assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°03'44"E along the west line said E 1/2 SE 1/4 of Section 32, a distance of 40.00 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297; thence S89°58'53"E along said northerly line of G Road a distance of 924.88 feet to the point of beginning; thence N80°34'30"E a distance of 302.54 feet; thence N00°02'53"E a distance of 1014.09 feet; thence N67°03'44"W a distance of 54.63 feet; thence N89°58'53"W a distance of 18.55 feet; thence N0°02'53"E a distance of 30.00 feet to a point on the north line said South 1155 feet of the E 1/2 SE 1/4; thence S89°58'50"E along said north line a distance of 104.91 feet to a point on the westerly right-of-way line for 24 Road as dedicated with the recorded plat of said Grand Junction Tech Center; thence along said right-of-way line for the following two (2) courses: S00°02'59"W a distance of 1065.00 feet; S45°02'03"W a distance of 70.73 feet to a point on said northerly right-of-way line of G Road; thence N89°58'53"W along said northerly right-of-way line of G Road a distance of 284.42 feet to the point of beginning.

CONTAINING 1.12 Acres or 48915 Square Feet more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R.B.P.  
DATE: 12-01-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2701-324-00-093  
located in the E 1/2 SE 1/4 OF SECTION 32  
T. 1N., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO

EXHIBIT "B"

2701-324-00-093  
RIGHT OF WAY PARCEL NO RW-8C

RW-8C

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner of said E 1/2 SE 1/4 of Section 32, and assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N00°03'44"E along the west line said E 1/2 SE 1/4 of Section 32, a distance of 40.00 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297; thence S89°58'53"E along said northerly line of G Road a distance of 405.45 feet to the point of beginning; thence N45°00'00"E a distance of 21.23 feet; thence S89°55'18"E a distance of 52.00 feet; thence S45°00'00"E a distance of 21.17 feet to a point on said northerly right-of-way of G Road; thence N89°58'53"W along said northerly right-of-way of G Road a distance of 81.98 feet; to the point of beginning.

CONTAINING 0.02 Acres or 1004 Square Feet more or less, as described.

Authored by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



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ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R. B. P.  
DATE: 12-01-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2701-324-00-093  
located in the E 1/2 SE 1/4 OF SECTION 32  
T. 1N., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO



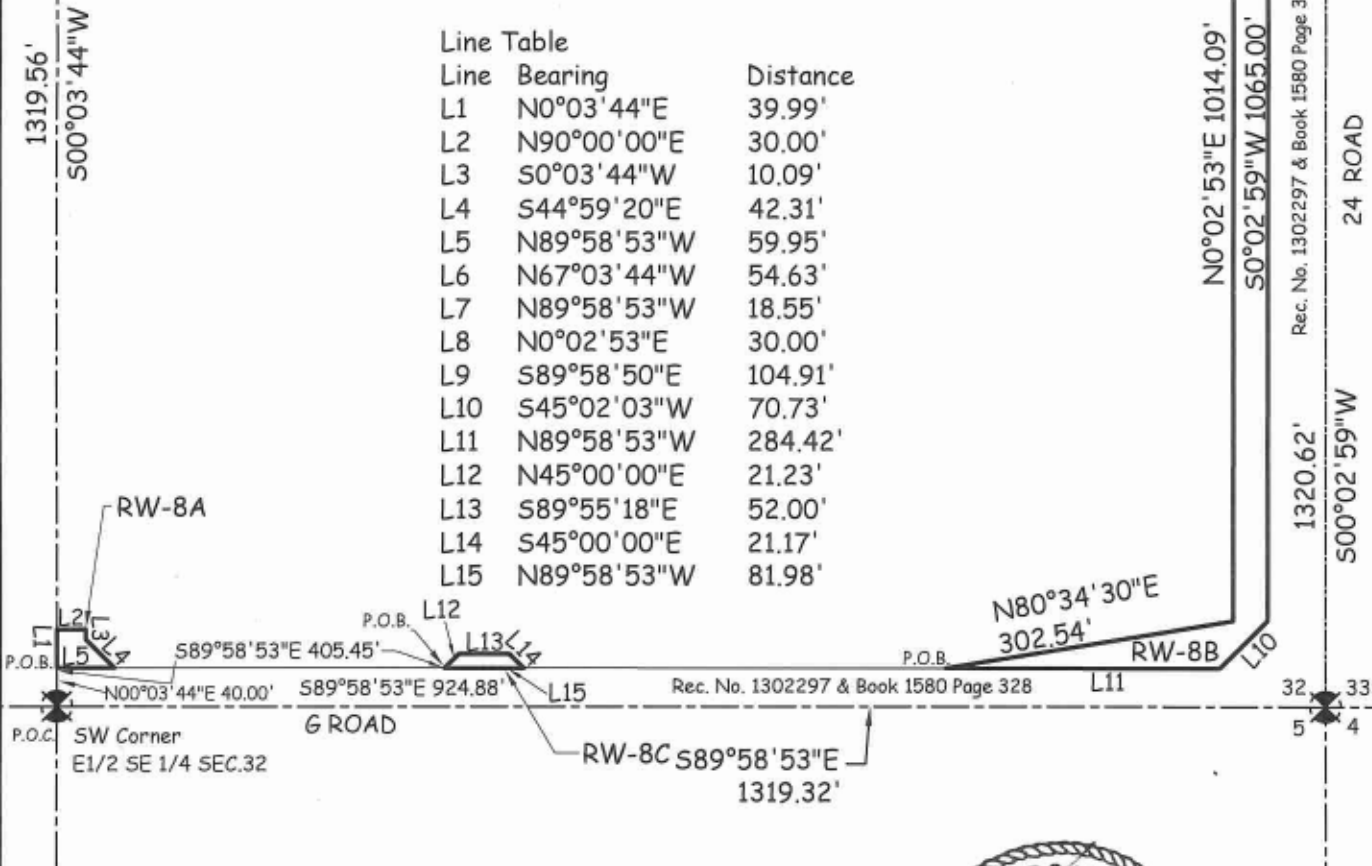


EXHIBIT "C"

2701-324-00-093  
RIGHT OF WAY PARCEL NOS. RW-8A, RW-8B and RW-8C

2701-324-00-093  
Usher NV, LLC  
a Nevada Limited Liability Company  
South 1155' of the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 32, T. 1N., R. 1W.  
Ute Meridian  
except G Road and 24 Road Rights-of-Way  
Parcel RW-8A = 0.04 acres 1648 SF  
Parcel RW-8B = 1.12 acres 48915 SF  
Parcel RW-8C = 0.02 acres 1004 SF

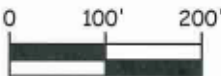
Line Table		
Line	Bearing	Distance
L1	N0°03'44"E	39.99'
L2	N90°00'00"E	30.00'
L3	S0°03'44"W	10.09'
L4	S44°59'20"E	42.31'
L5	N89°58'53"W	59.95'
L6	N67°03'44"W	54.63'
L7	N89°58'53"W	18.55'
L8	N0°02'53"E	30.00'
L9	S89°58'50"E	104.91'
L10	S45°02'03"W	70.73'
L11	N89°58'53"W	284.42'
L12	N45°00'00"E	21.23'
L13	S89°55'18"E	52.00'
L14	S45°00'00"E	21.17'
L15	N89°58'53"W	81.98'



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 12-01-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2701-324-00-093  
located in the E $\frac{1}{2}$  SE $\frac{1}{4}$  OF SECTION 32  
T. 1N., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO

# EXHIBIT "D"

2701-324-00-093

## MULTI PURPOSE EASEMENT PARCEL NO. MPE-8

A parcel of land lying in the South 1155 feet of the East 1/2 of the Southeast Quarter (E 1/2 SE 1/4) of Section 32, Township 1 North, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the SW corner said E 1/2 SE 1/4 of Section 32 assuming the South line of the SE 1/4 SE 1/4 of said Section 32 bears S89°58'53"E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N20°36'47"E, a distance of 85.46 feet to the northeast corner of Right of Way Parcel No. RW-8A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_, said point being the Point of Beginning; thence S89°56'16"E a distance of 14.00 feet; thence S00°03'44"W a distance of 4.28 feet; thence S44°59'20"E a distance of 15.15 feet; thence S89°58'53"E a distance of 935.12 feet; thence N80°34'30"E a distance of 222.49 feet; thence N00°02'53"E a distance of 992.94 feet; thence N67°03'44"W a distance of 42.51 feet; thence N89°58'53"W a distance of 15.71 feet; thence N0°02'53"E a distance of 14.00 feet to a corner of Right of Way Parcel No. RW-8B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_; thence along the boundary of said Parcel No. RW-8B for the following four (4) courses: S89°58'53"E a distance of 18.55 feet; S67°03'44"E a distance of 54.63 feet; S00°02'53"W a distance of 1014.09 feet; S80°34'30"W a distance of 302.54 feet to a point on the northerly right-of-way of G Road as dedicated with the plat of Grand Junction Tech Center recorded in the office of the Mesa County Clerk and Recorder on September 9, 1982, under Reception No. 1302297; thence N89°58'53"W along said northerly line a distance of 439.46 feet to the southeast corner of Right of Way Parcel No. RW-8C conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_; thence along the boundary of said Parcel No. RW-8C for the following four (3) courses: N45°00'00"W a distance of 21.17 feet; N89°55'18"W a distance of 52.00 feet; S45°00'00"W a distance of 21.23 feet to a point on said northerly right-of-way of G Road; thence N89°58'53"W along said northerly line a distance of 343.50 feet to the southeast corner of said Parcel No. RW-8A; thence along the easterly line said Parcel No. RW-8A for the following two (2) courses: N44°59'20"W a distance of 42.31 feet; N00°03'44"E a distance of 10.09 feet to the Point of Beginning.

CONTAINING 0.93 Acres or 40654 Square Feet more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

DRAWN BY: R.B.P.  
DATE: 10-02-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2701-324-00-093  
located in the E 1/2 SE 1/4 OF SECTION 32  
T. 1N., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO



# EXHIBIT "E"

2701-324-00-093  
MULTIPURPOSE EASEMENT PARCEL NO. MPE-8

S 1/16

2701-324-00-093  
Usher NV, LLC  
a Nevada Limited Liability Company  
South 1155' of the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 32, T. 1N., R. 1W.  
Ute Meridian  
except G Road and 24 Road Rights-of-Way  
Parcel MPE-8 = 0.93 acres 40654 SF

MULTIPURPOSE EASEMENT  
MPE-8

## Line Table

Line	Bearing	Distance
L1	S89°56'16"E	14.00'
L2	S00°03'44"W	4.28'
L3	S44°59'20"E	15.15'
L4	N67°03'44"W	42.51'
L5	N89°58'53"W	15.71'
L6	N00°02'53"E	14.00'
L7	S89°58'53"E	18.55'
L8	S67°03'44"E	54.63'
L9	S80°34'30"W	302.54'
L10	N89°58'53"W	439.46'
L11	N45°00'00"W	21.17'
L12	N89°55'18"W	52.00'
L13	S45°00'00"W	21.23'
L14	N89°58'53"W	343.50'
L15	N44°59'20"W	42.31'
L16	N00°03'44"E	10.09'

1319.56'  
S00°03'44"W

N00°02'53"E 992.94'  
S00°02'53"W 1014.09'

24 ROAD

Rec. No. 1302297 & Book 1580 Page 328

1320.62'  
S00°02'59"W

P.O.B. L1  
P.O.B. L2  
P.O.B. L3  
P.O.B. L15  
P.O.C. SW Corner  
E1/2 SE 1/4 SEC.32

S89°58'53"E 935.12'

Rec. No. 1302297 & Book 1580 Page 328

N80°34'30"E  
222.49'

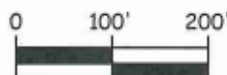
32 33  
5 4

## ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE



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1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 12-01-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2701-324-00-093  
located in the E $\frac{1}{2}$  SE $\frac{1}{4}$  OF SECTION 32  
T. 1N., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO

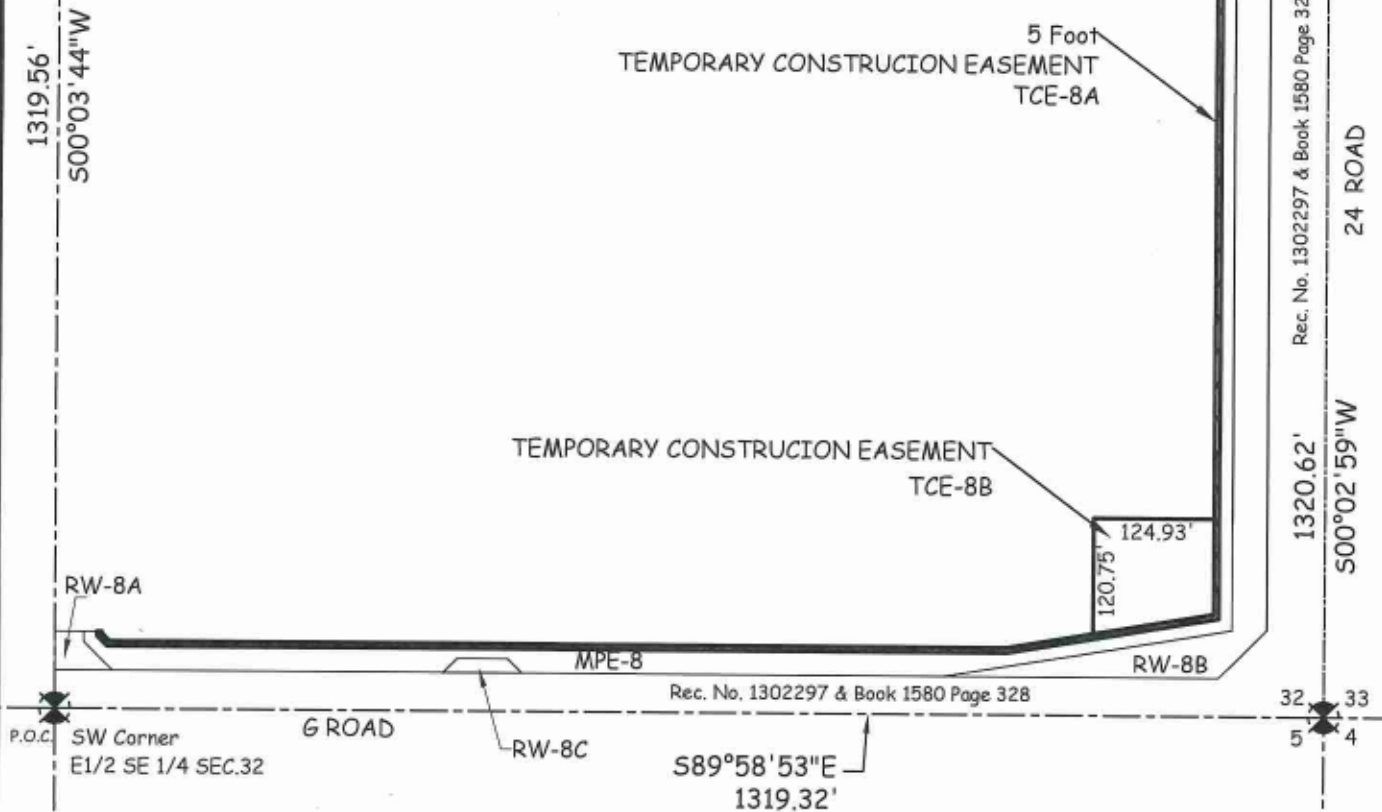


# EXHIBIT "F"

2701-324-00-093  
TEMPORARY CONSTRUCTION EASEMENT PARCEL NOS. TCE-8A and TCE-8B

S 1/16

2701-324-00-093  
Usher NV, LLC  
a Nevada Limited Liability Company  
South 1155' of the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 32, T. 1N., R. 1W.  
Ute Meridian  
except G Road and 24 Road Rights-of-Way  
Parcel TCE-8A = 0.25 Acres 11075 SF  
Parcel TCE-8B = 0.32 Acres 13792 SF

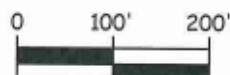


## ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE



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1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 12-01-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2701-324-00-093  
located in the E $\frac{1}{2}$  SE $\frac{1}{4}$  OF SECTION 32  
T. 1N., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO

**CITY OF GRAND JUNCTION COLORADO  
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project

Project Number: 207-F1903

Parcel Number(s): RW-10A, RW-10B, TCE-10

Location: Grand Junction, Mesa County, Colorado

Mesa County Assessor's Parcel Number: 2945-042-00-075

This Possession and Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-10A and RW-10B in fee simple; and Parcel TCE-10, a temporary construction easement** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A" and Exhibit "B" as to Parcel RW-10A, Exhibit "C" and Exhibit "D" as to Parcel RW-10B, and Exhibit "E" as to Parcel TCE-10, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$6,737.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.



10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.



Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____

EXHIBIT "A"

2945-042-00-075  
RIGHT OF WAY PARCEL NO. RW-10A

A parcel of land lying in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638571 and being more particularly described as follows:

Beginning at the NW Corner of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 also being the NW Corner of said Reception Number 2638571, and assuming the North line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along said north line a distance of 201.66 feet to the NE Corner said Reception Number 2638571; thence S0°01'31"E a distance of 11.95 feet to the south edge of the open, used and historic right of way for G Road; thence S89°48'07"W along said south edge a distance of 201.66 feet to a point on the west line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence N0°01'56"W along said west line a distance of 12.84 feet to the point of beginning.

CONTAINING 2499 Square Feet or 0.06 Acres, more or less, as described.

Authored by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

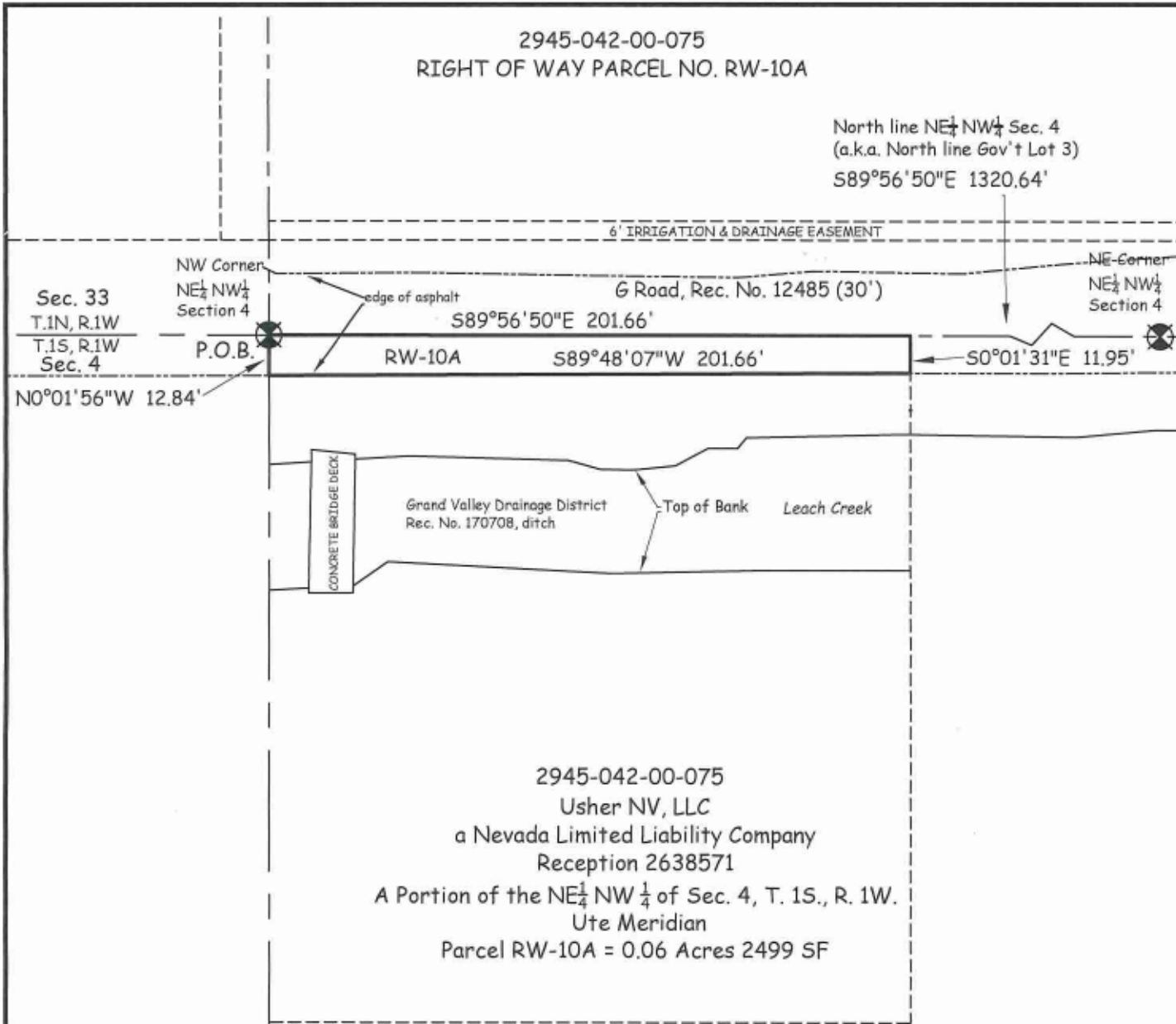
The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2945-042-00-075  
located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO

EXHIBIT "B"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
a.k.a.	also known as



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 50 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: 1" = 50'  
APPR. BY: L.C.

Portion of 2945-042-00-075  
located in the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO



## EXHIBIT "C"

### 2945-042-00-075 RIGHT OF WAY PARCEL NO. RW-10B

A parcel of land lying in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638571 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 also being the NW Corner of said Reception Number 2638571, and assuming the North line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S0°01'56"E along the west line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  also being the west line said Reception Number 2638571 a distance of 12.84 feet to the south edge of the open, used and historic right of way for G Road being the point of beginning; thence N89°48'07"E along said south edge a distance of 201.66 feet to the east line said Reception Number 2638571; thence S0°01'31"E a distance of 11.53 feet; thence S87°04'27"W a distance of 201.92 feet to a point on the west line said NE $\frac{1}{4}$  NW $\frac{1}{4}$ ; thence N0°01'56"W along said west line a distance of 21.13 feet to the point of beginning.

CONTAINING 3294 Square Feet or 0.08 Acres, more or less, as described.

Authored by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



#### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE

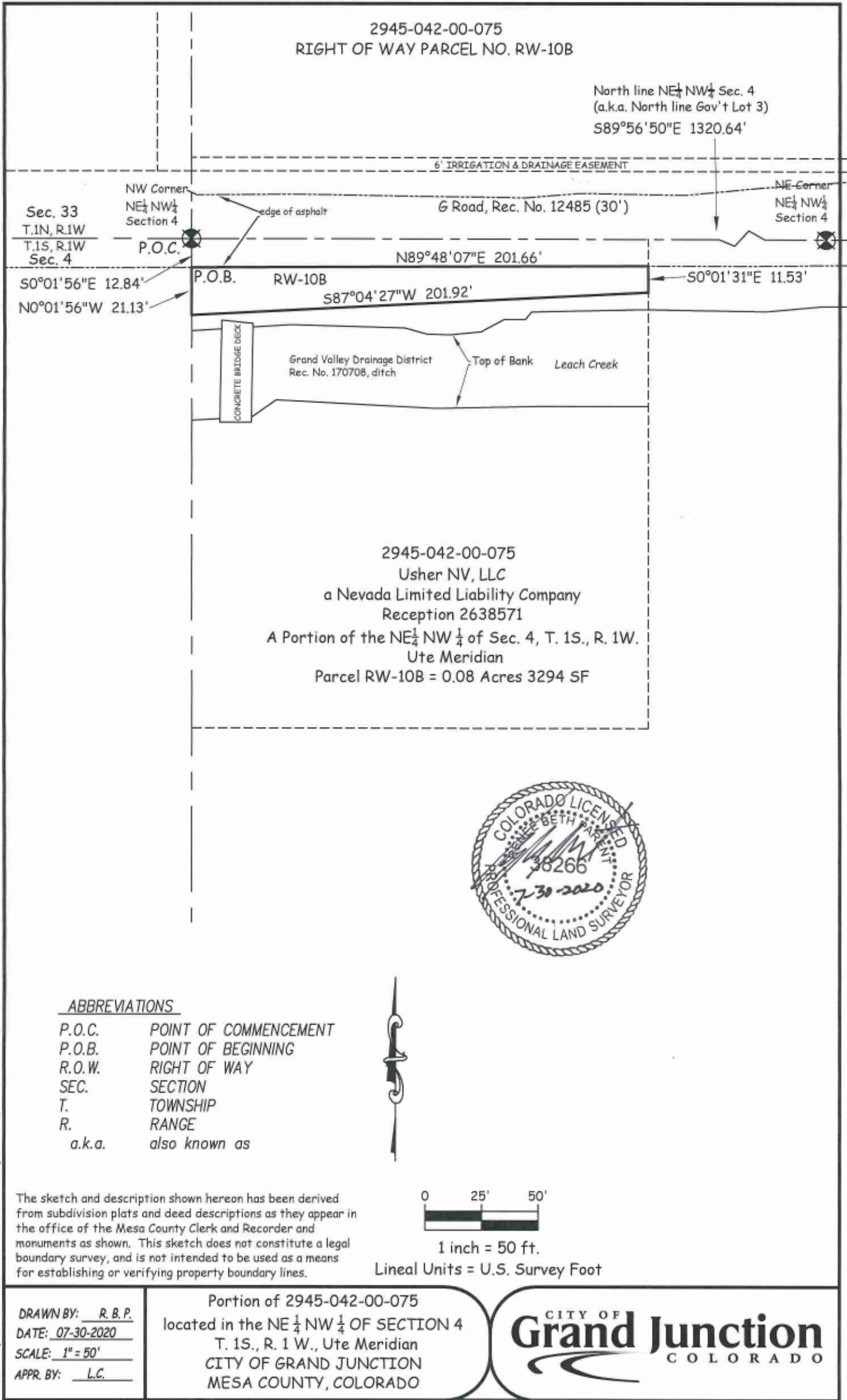
The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2945-042-00-075  
located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

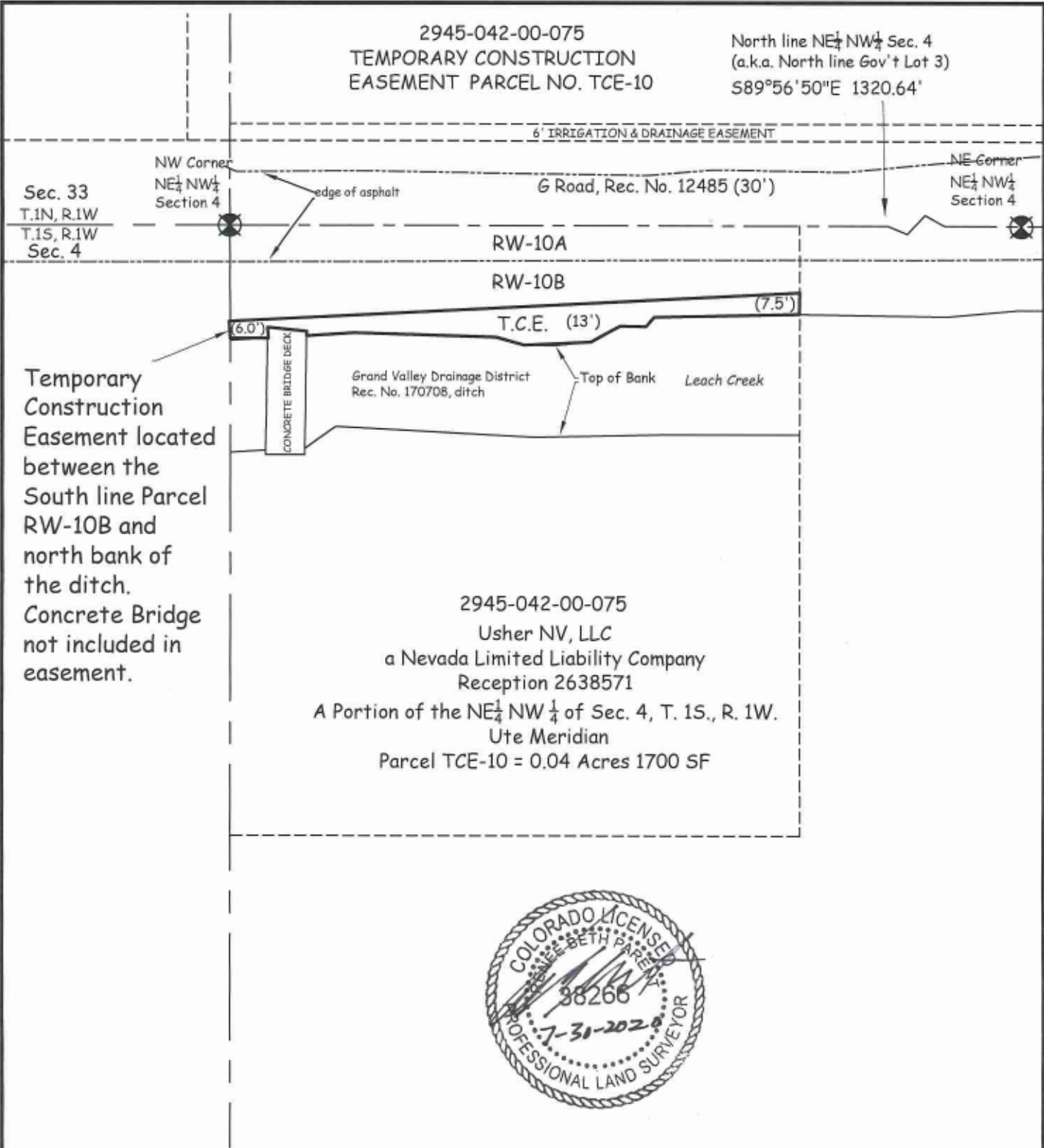
CITY OF  
**Grand Junction**  
COLORADO

EXHIBIT "D"



N:\LandProj\24 Road & G Road Intersection\Legals-Surveyor Faler\Parcel 10

EXHIBIT "E"



ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder and monuments as shown. This sketch does not constitute a legal boundary survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



1 inch = 50 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: 1" = 50'  
APPR. BY: L.C.

Portion of 2945-042-00-075  
located in the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO



**CITY OF GRAND JUNCTION COLORADO  
POSSESSION AND USE AGREEMENT**

Project: 24 Road and G Road Improvements Project  
Project Number: 207-F1903  
Parcel Number(s): RW-11A, RW-11B, PE-11  
Location: Grand Junction, Mesa County, Colorado  
Mesa County Assessor's Parcel Number: 2945-042-00-076

This Possession and Use Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the **City of Grand Junction, a Colorado home rule municipality** (herein referred to as "the City"), and **Usher NV, LLC, a Nevada limited liability company** (herein referred to as "the Landowner") for the purpose of granting the irrevocable right to possession and use to the City, its contractors, agents, and all others deemed necessary by the City of the following parcels: **Parcels RW-11A and RW-11B in fee simple; and Parcel PE-11, a permanent sanitary sewer easement** (hereafter collectively referred to as "the Property") for the purpose of constructing a portion of the City's 24 and G Road Improvements Project (the "Project"). The Property is legally described and graphically illustrated in Exhibit "A" and Exhibit "B" as to Parcel RW-11A, Exhibit "C" and Exhibit "D" as to Parcel RW-11B, and Exhibit "E" and Exhibit "F" as to Parcel PE-11, which Exhibits are attached hereto and made a part hereof by reference. The City and the Landowner may hereafter be referred to individually as a "Party" or collectively as "Parties")

1. In consideration for this irrevocable grant of possession of the Property to the City, the City shall tender the sum of **\$16,363.00** ("P&U Consideration") to Abstract and Title Company of Mesa County ("the Title Company") as escrow agent for the Landowner on the Effective Date. The City shall be entitled to take possession of the Property immediately upon tender of the P&U Consideration into escrow at the Title Company. Without waiving any rights as to litigable issues concerning just compensation, the Parties understand the P&U Consideration represents 100 percent of the City's good faith estimate of fair market value of the just compensation owed to the Landowner.
2. The City has heretofore obtained its own commitment for title insurance to the Property having an effective date of XXXXX, 2021 ("Title Commitment"), and has provided a copy of the Title Commitment to the Landowner. The City represents to the Landowner that, as of the Effective Date, the City deems the condition of title to the Property to be satisfactory for the City's purposes. The City permanently waives any objections to title as the condition of title existed on the Effective Date.
3. The City acknowledges and agrees that Landowner has made and is making no disclosure, representation or warranty of any type or nature concerning any matter affecting the Property in any way. The City is acquiring the right to possess and use the Property AS-IS WHERE IS WITH ALL FAULTS, without warranty, express or implied as to any matters as more fully provided below. From the Effective Date through the duration of this Agreement, Landowner shall not take any action which may result in materially adverse effects as to the condition of the Property's title as evidenced by the Title Commitment having an effective date of XXXXX, 2021.
4. This Agreement is made with the understanding that the Parties will continue to negotiate in good faith for a purchase and sale of the Property. If a settlement for a negotiated purchase is not reached within twelve (12) months of the Effective Date, the City will request authority from the Grand Junction City Council to commence condemnation proceedings to arrive at a court-ordered determination of just compensation and transfer of title by Rule and Order. The City shall not unreasonably delay the commencement of condemnation proceedings upon the expiration of the 12-month negotiation period, and thereupon the Parties understand and agree that this Agreement shall continue in full force and effect until a Rule and Order as provided for in C.R.S. 38-1-105(3) is entered by the Mesa County District Court.
5. The P&U Consideration deposited in escrow at the Title Company shall be disbursed by the Title Company to Landowner ("Disbursement Date"), minus taxes or special assessments as described in paragraph 10 below, and minus any sums required to discharge liens that may attached to the Property prior to the Disbursement Date. The P&U Consideration disbursed pursuant to this Agreement shall be deducted by the Court from any award entered thereafter, or by the City from any negotiated settlement. The Landowner agrees that if the total sum of a negotiated settlement or award is less than the P&U Consideration, any consideration disbursed in excess shall be refunded by Landowner to the City within 30-days of such negotiated settlement or award.
6. The Parties agree that in the event condemnation proceedings are initiated, the valuation date for determining the amount of just compensation shall be the date the City takes possession of the Property and not the date of any subsequent valuation hearing.
7. Landowner agrees that the City has an immediate need to obtain possession of the Property, and the City requires immediate possession of the Property as that term is used in Colorado eminent domain statutes and case law in order to proceed with the construction of the Project. Landowner agrees that the City requires the Property for a public purpose and voluntarily agrees to transfer irrevocable possession of the Property for said public purpose. Landowner does not contest the City's standing to commence a condemnation action to secure possession of or title to the Property.
8. While the Parties agree to first negotiate a purchase of the Property in good faith, the Parties also agree that by entering into this Agreement, the Parties do not waive any right to raise any issue pertaining to just compensation for the Property at the time of the condemnation value trial, should that become necessary.
9. The purpose of this Agreement is to allow the City to proceed with its construction project without delay, to allow the City, its Contractors, Sub-Contractors or assigns to construct roadway, drainage and associated improvements in conjunction with and as part of the Project without delay, and to allow the Parties to avoid litigation at this time.



10. Real estate taxes and assessments imposed by any governmental agency having jurisdiction shall be prorated as of the Disbursement Date upon the most recent tax bills, and shall be a final settlement. The Landowner shall be responsible for prior years' taxes that have accrued and constitute a lien on the Property, and prorated taxes for the current year for the fee simple interests sought by the City, to the Disbursement Date. Special assessments shall be prorated according to the due dates of installments, with Landowner being responsible for installments that become due and payable before the Disbursement Date, and the City being responsible for installments that become due and payable on or after the Disbursement Date.
11. This Agreement shall be deemed a contract and it shall bind the parties only when signed by Landowners or their designated representatives and duly authorized representative(s) of the City. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the City shall record this document with the Mesa County, Colorado Clerk and Recorder.
13. Other conditions.

a. LANDOWNER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PROPERTY, ANY IMPROVEMENTS LOCATED ON THE PROPERTY OR ANY SOIL CONDITIONS RELATED TO THE PROPERTY SPECIFICALLY ACKNOWLEDGES THAT THE CITY IS NOT RELYING ON (AND LANDOWNER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF LANDOWNER OF ANY KIND OR NATURE WHATSOEVER. THE CITY HEREBY RELEASES LANDOWNER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST LANDOWNER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING, BUT NOT LIMITED TO CLAIMS AND OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ.; AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ., OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE PROPERTY. THE CITY REPRESENTS TO LANDOWNER THAT IT IS FAMILIAR WITH THE CONDITION OF THE PROPERTY IN ALL MATERIAL RESPECTS HAS CONDUCTED, OR WILL CONDUCT BEFORE THE DISBURSEMENT DATE, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE CITY DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDOWNER WITH RESPECT THEREOF, THE CITY SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS, AND THE CITY, ON THE DISBURSEMENT DATE, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED LANDOWNER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT THE CITY MIGHT HAVE ASSERTED OR ALLEGED AGAINST LANDOWNER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE PROPERTY OR TITLE THERETO. THE CITY AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DISBURSEMENT DATE, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL NOT BE THE RESPONSIBILITY OF LANDOWNER. THE CITY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT LANDOWNER WOULD NOT HAVE AGREED TO GIVE POSSESSION AND USE OF THE PROPERTY TO THE CITY UNDER THIS AGREEMENT WITHOUT THE DISCLAIMERS AND OTHER MATTERS SET FORTH IN THIS PARAGRAPH. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE DISBURSEMENT DATE AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS OR TITLE CONVEYANCES IN ANY FORM.

b. This Possession and Use Agreement and the obligation of the City to proceed under its terms and conditions is expressly contingent upon the approval by resolution of the City Council of the City of Grand Junction. If not obtained on or before March 17, 2021, this Agreement shall be void and of no effect.

Usher NV, LLC, a Nevada limited liability company By: _____ Title: _____	Date: _____
City of Grand Junction, a Colorado home rule municipality By: _____ Title: _____	Date: _____



EXHIBIT "A"

2945-042-00-076  
RIGHT OF WAY PARCEL NO. RW-11A

A parcel of land lying in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638564 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 also being the NW Corner of Right-of-Way Parcel No. RW-10A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_, and assuming the North line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along the north line said Parcel No. RW-10A a distance of 201.66 feet to the NE Corner said Parcel No. RW-10A being the point of beginning; thence S89°56'50"E a distance of 919.01 feet to the northwest corner of a Right-of-Way parcel of land described in Reception Number 2197740 (Book 3678 Page 585); thence S0°03'10"W along the west line said Reception Number 2197740 a distance of 9.00 feet to the south edge of the open, used and historic right of way for G Road; thence S89°52'07"W along said south edge a distance of 919.00 feet to the SE Corner said Right-of-Way Parcel No. RW-10A; thence N0°01'31"W along the east line said Right-of-Way Parcel No. RW-10A a distance of 11.95 feet to the point of beginning.

CONTAINING 0.22 Acres or 9628 Square Feet, more or less, as described.

Authored by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



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ABBREVIATIONS

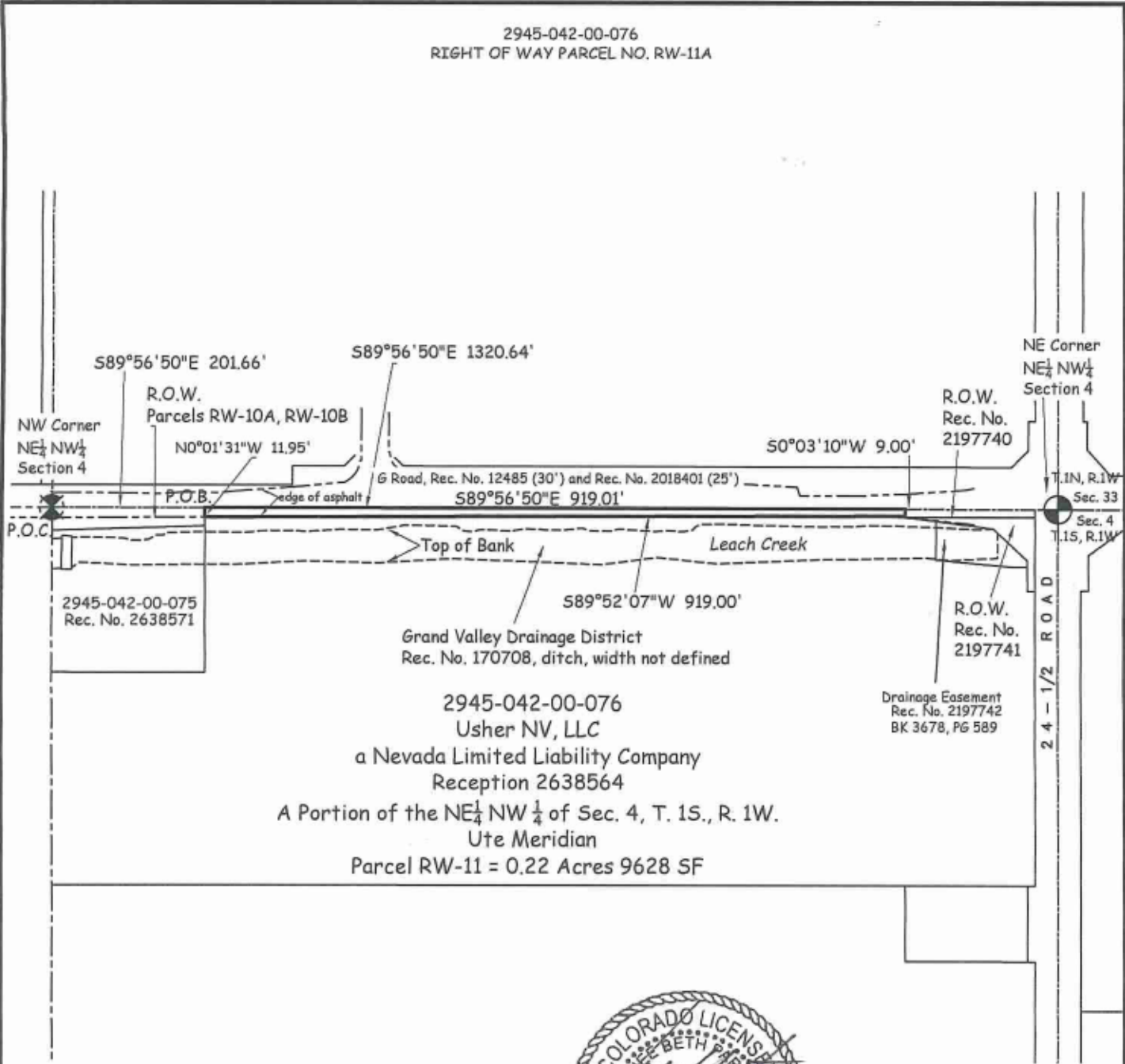
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	RECEPTION
No.	NUMBER

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: N/A  
APPR. BY: L.C.

Portion of 2945-042-00-076  
located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4  
T.1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO



EXHIBIT "B"

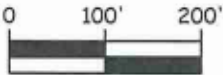


ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
a.k.a.	also known as
Rec.	RECEPTION
No.	NUMBER



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1 inch = 200 ft.

Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2945-042-00-076  
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T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO





EXHIBIT "C"

2945-042-00-076  
RIGHT OF WAY PARCEL NO. RW-11B

A parcel of land lying in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638564 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 also being the NW Corner of Right-of-Way Parcel No. RW-10A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_, and assuming the North line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along the north line said Parcel No. RW-10A a distance of 201.66 feet to the NE Corner said Parcel No. RW-10A; thence S0°01'31"E along the east line said RW-10A a distance of 11.95 feet to the point of beginning; thence N89°52'07"E a distance of 919.00 feet to the west line of a Right-of-Way parcel of land described in Reception Number 2197740 (Book 3678 Page 585); thence S0°03'10"W along said west line said Reception Number 2197740 a distance of 1.17 feet to the northwest corner of a Right-of-Way parcel of land described in Reception Number 2197741 (Book 3678, Page 587); thence S82°31'30"E along the southerly line said Reception Number 2197741 a distance of 74.18 feet; thence N86°05'12"W a distance of 68.73 feet; thence S89°51'40"W a distance of 815.88 feet; thence S87°04'27"W a distance of 108.23 feet to the SE Corner of Right-of-Way Parcel No. RW-10B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_; thence N0°01'31"W along the east line said Right-of-Way Parcel No. RW-10B a distance of 11.53 feet to the point of beginning.

CONTAINING 0.14 Acres or 6155 Square Feet, more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



ABBREVIATIONS

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R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
R.	RANGE
Rec.	RECEPTION
No.	NUMBER

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DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: N/A  
APPR. BY: L.C.

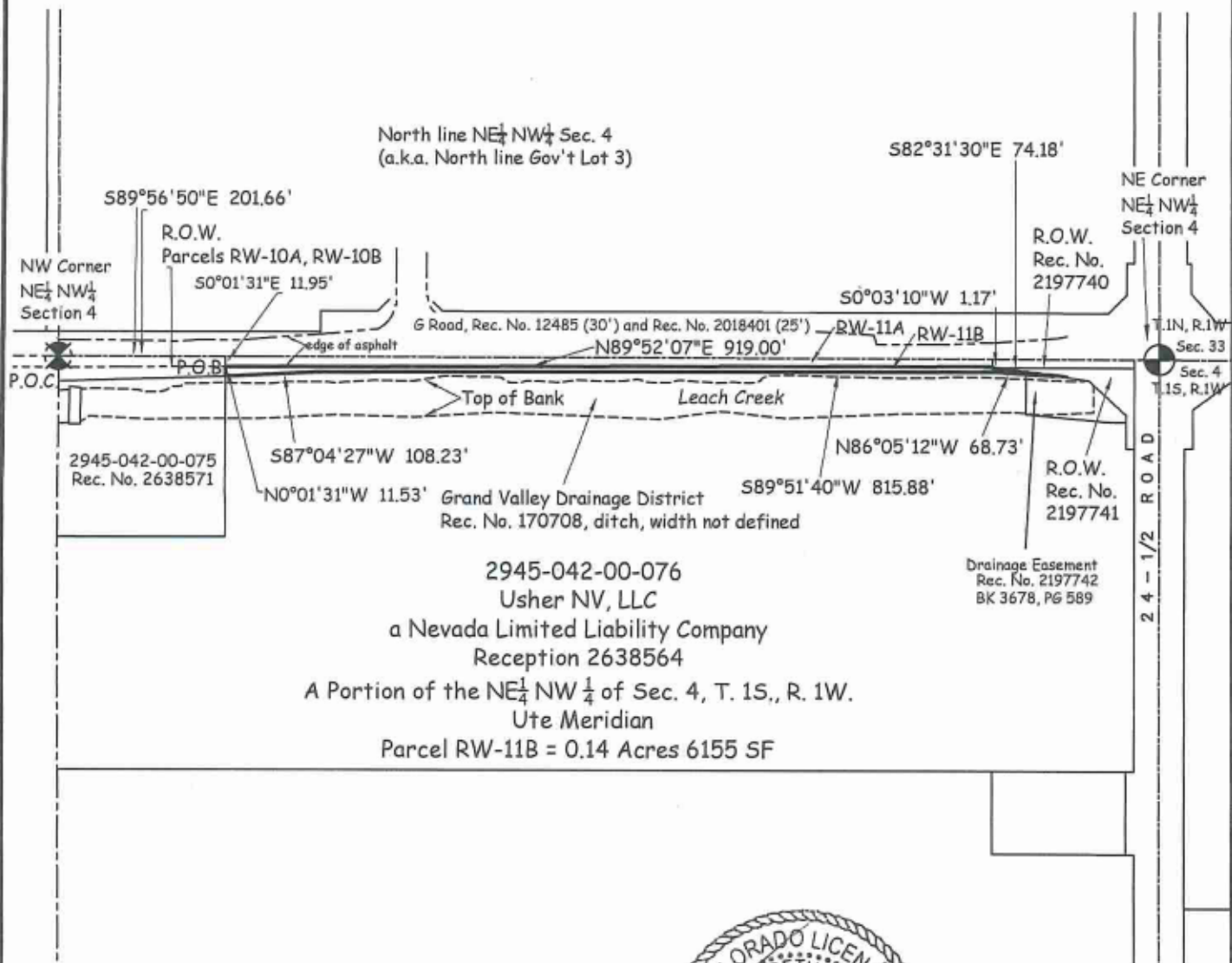
Portion of 2945-042-00-076  
located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4  
T.1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO



EXHIBIT "D"

2945-042-00-076  
RIGHT OF WAY PARCEL NO. RW-11B

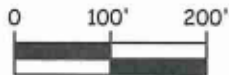


ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
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R.O.W.	RIGHT OF WAY
SEC.	SECTION
T.	TOWNSHIP
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a.k.a.	also known as
Rec.	RECEPTION
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Lineal Units = U.S. Survey Foot

DRAWN BY: R. B. P.  
DATE: 07-30-2020  
SCALE: 1" = 200'  
APPR. BY: L.C.

Portion of 2945-042-00-076  
located in the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO



EXHIBIT "E"

2945-042-00-076  
SANITARY SEWER EASEMENT PARCEL NO. PE-11

A parcel of land lying in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 (also known as Government Lot 3, Section 4), Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, being a portion of a parcel of land described in Reception Number 2638564 and being more particularly described as follows:

Commencing at the NW Corner of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 also being the NW Corner of Right-of-Way Parcel No. RW-10A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_, and assuming the North line of said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 4 bears S89°56'50"E with all other bearings contained herein being relative thereto; thence S89°56'50"E along the north line said Parcel No. RW-10A a distance of 201.66 feet to the NW Corner of Right-of-Way Parcel No. RW-11A conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_; thence S0°01'31"E along the west line said RW-11A and the west line of Right-of-Way Parcel No. RW-11B conveyed to the City of Grand Junction by instrument recorded in the office of the Mesa County Clerk and Recorder on \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_, a distance of 23.48 feet to the point of beginning; thence along the south line said RW-11B for the following three courses N87°04'27"E a distance of 108.23 feet; N89°51'40"E a distance of 815.88 feet; S86°05'12"E a distance of 35.10 feet to the west line of a drainage easement described in Reception Number 2197742 (Book 3678 Page 589); thence S0°03'26"W along said west line Reception Number 2197742 a distance of 8.74 feet; thence S89°56'08"W a distance of 958.98 feet to the east line of a parcel of land described in a deed filed under Reception No. 2638571; thence N0°01'31"W a distance of 4.71 feet to the point of beginning.

CONTAINING 9835 Square Feet or 0.23 Acres, more or less, as described.

Authorized by: Renee B. Parent, CO LS38266  
City Surveyor  
City of Grand Junction



ABBREVIATIONS

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T.	TOWNSHIP
R.	RANGE
Rec.	RECEPTION
No.	NUMBER
UE	UTILITY EASEMENT

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DRAWN BY: R. B. P.  
DATE: 10-21-2020  
SCALE: N/A  
APPR. BY: L.C.

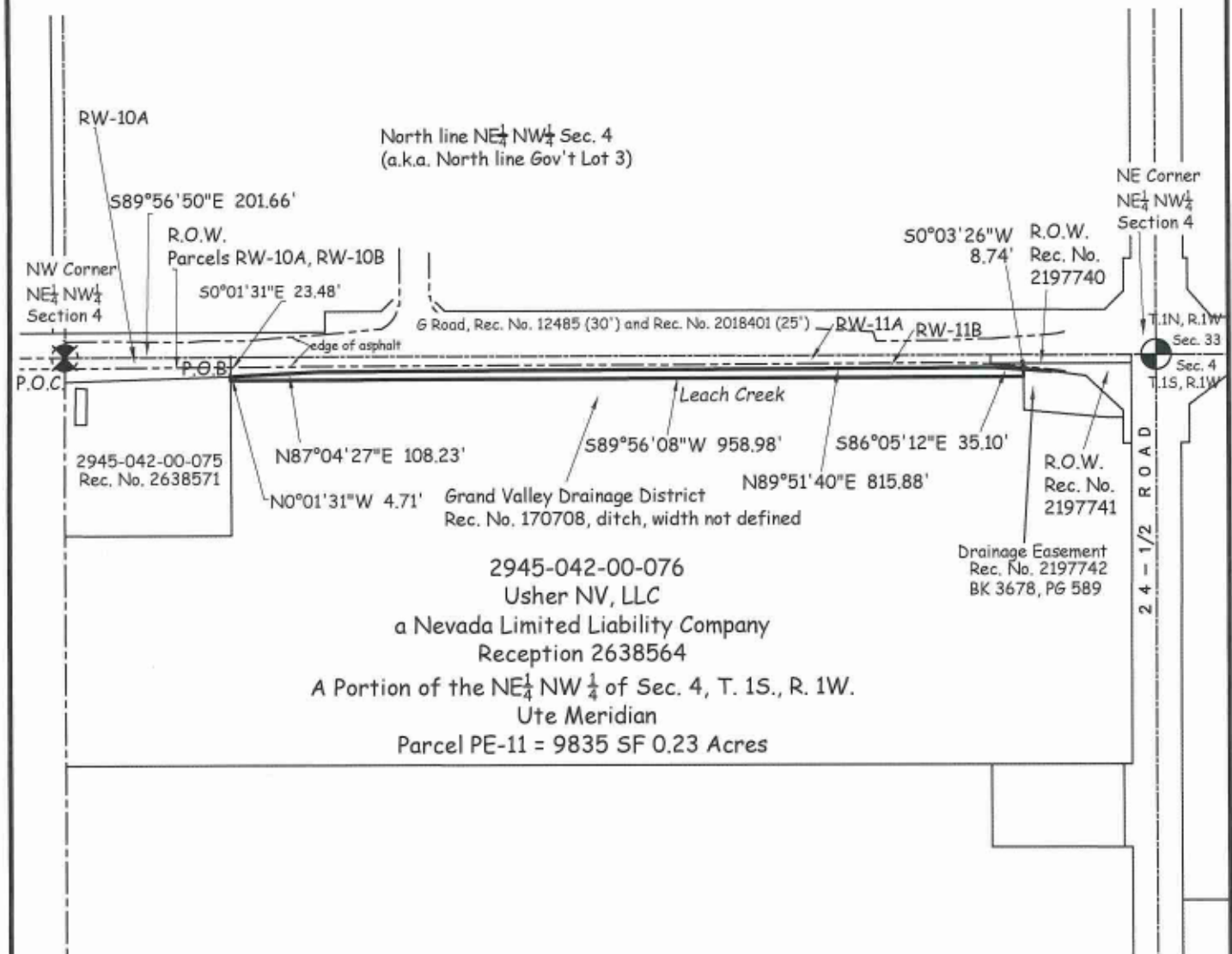
Portion of 2945-042-00-076  
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CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO

CITY OF  
**Grand Junction**  
COLORADO



EXHIBIT "F"

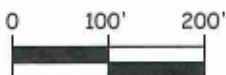
2945-042-00-076  
SANITARY SEWER EASEMENT PARCEL NO. PE-11



ABBREVIATIONS

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DRAWN BY: R. B. P.  
DATE: 10-21-2020  
SCALE: 1" = 200'  
APPR. BY: LC.

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located in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 4  
T. 1S., R. 1 W., Ute Meridian  
CITY OF GRAND JUNCTION  
MESA COUNTY, COLORADO





RESOLUTION NO. \_\_-21

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A POSSESSION AND USE AGREEMENT WITH USHER NV LLC FOR REAL PROPERTY LOCATED AT MESA COUNTY ASSESSOR PARCEL 2701-324-00-093, MESA COUNTY ASSESSOR PARCEL 2945-042-00-018, 2427 G ROAD and 2449 G ROAD AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The City has proposed to USHER NV LLC ("Seller") an agreement ("Agreement") for the Seller to sell and the City to buy certain real property and property interests located at Mesa County Assessor Parcel number 2701-324-00-093 (NW Corner of 24 and G Road) and referred to as project Parcel 8, Mesa County Assessor Parcel number 2945-042-00-018 (SE Corner of 24 and G Road) referred to as project Parcel 5, 2427 G Road referred to as Parcel 10, and 2449 G Road referred to as Parcel 11. Together these interests are referred to as "Property" or "the Property."

The Agreement in the forms attached will allow the City and the Seller to continue to work to determine the value to be paid by the City for the Property and while those negotiations are occurring, to allow the City to occupy and use the Property pending the final determination of price.

The City Manager recommends that the City Council approve the Agreement and that the City Council deem the purchase of the Property necessary and proper.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Council hereby authorizes the acquisition of the above described property ("Property") by the City for \$711,900.00 as provided in the attached Possession and Use Agreement ("Agreement.") All actions heretofore taken by the officers, employees and agents of the City relating to the purchase of the Property, which are consistent with the provisions of the Agreement and this Resolution are hereby ratified, approved and confirmed.
2. That the City Council hereby authorizes the expenditure of \$711,900 plus normal and customary closing costs for the purchase of the Property to be paid at closing.
3. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the Agreement, including, without limitation, the execution and delivery of such certificates, documents and payment as may be necessary or desirable to purchase the Property.

PASSED and ADOPTED this 17<sup>th</sup> day of March 2021.

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C.E. "Duke" Wortmann  
President of the Council

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Wanda Winkelmann  
City Clerk



## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** March 17, 2021

**Presented By:** Scott D. Peterson, Senior Planner

**Department:** Community Development

**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

Resolution Vacating a Publicly Dedicated Drainage Easement Located at 2501 Monument Road as Granted to the City of Grand Junction by Reception Number 2764922

#### **RECOMMENDATION:**

The Planning Commission heard this item at their February 23, 2021 meeting and voted (5-0) to recommended approval.

#### **EXECUTIVE SUMMARY:**

The Applicant, Frog Pond LLC is requesting the vacation of a publicly dedicated Drainage Easement (1,651 square feet – 0.038-acres) located at 2501 Monument Road as conveyed to the City of Grand Junction by Reception number 2764922 as part of the development of the proposed Frog Pond Subdivision. This Drainage Easement was granted to the City of Grand Junction for the inspection, installation, operation and maintenance and repair of drainage facilities, specifically for the benefit of the conveyance of stormwater runoff from South Redlands Road to No Thoroughfare Wash.

#### **BACKGROUND OR DETAILED INFORMATION:**

The existing 1,651 square feet Drainage Easement was conveyed in 2016 to the City of Grand Junction by Grant of Drainage Easement document as recorded within Reception Number 2764922. This Drainage Easement was granted to the City of Grand Junction for the inspection, installation, operation and maintenance and repair of drainage facilities, specifically for the benefit of conveyance of stormwater runoff from



South Redlands Road. However, with the new development of the Frog Pond Subdivision (City file # PLD-2020-146), new public and private drainage easements will be created within the new development and therefore this specific drainage easement is no longer necessary in its current configuration that encumbers the applicant's property.

Prior to 2016, storm water runoff would flow across South Redlands Road in an open ditch, washing debris across driveways along the properties at the lower elevation located along the east side of Monument Road. This water was to have been directed through a culvert that crossed under Monument Road. However, over time, the culvert had become silted in, no longer drained properly, and storm water would pond on the properties located on the east side of Monument Road due to this drainage backup. Also, at this time, the City was working the Mesa County Land Trust and adjacent property owners along Monument Road to obtain necessary right-of-way for the Monument Trail that exists today. As part of the negotiation with the property owners, the City agreed to install underground pipe for a portion of the storm water facility in exchange for the needed right-of-way. Also, on-site drainage easements were then necessary to maintain this added infrastructure. At time of construction in 2017, the Applicant separately piped their open drainage ditch and connected into the new City storm sewer line to help improve their drainage on the property. This then eliminated the need for this specific drainage easement other than the fact that the City still required access to the storm drain outlet structure. Now, with the development of the new Frog Pond Subdivision, the Applicant will be providing new public and private drainage easements on their property as necessary, thus eliminating the need for this specific drainage easement which currently limits the buildable area within one of the planned lots within the subdivision. Permanent structures cannot be constructed over an easement.

## **NOTIFICATION REQUIREMENTS**

### **Neighborhood Meeting:**

A Neighborhood Meeting was not required for an easement vacation and no utility companies voiced opposition to the proposed vacation request as part of the subdivision application (City file PLD-2020-146).

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject area was posted with an application sign on March 18, 2020 & February 12, 2021. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on February 12, 2021. The notice of this public hearing was published February 16, 2021 in the Grand Junction Daily Sentinel.

## ANALYSIS

The criteria for review is set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

(1) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate an existing public drainage easement does not conflict with the 2020 Comprehensive Plan, Grand Valley Circulation Plan or other adopted plans and policies of the City. Vacation of this easement will have no impact on public facilities or services provided to the general public since new public and private drainage easements are required to be granted as part of the development of the Frog Pond Subdivision as a condition of approval.

Further, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

Principal 3: Responsible and Managed Growth

Policy 2: Encourage infill and redevelopment to leverage existing infrastructure.

Policy 4: Maintain and build infrastructure that supports urban development.

Policy 5: Plan for and ensure fiscally responsible delivery of City services and infrastructure.

Principal 5: Strong Neighborhoods and Housing Choices

Policy 3: Support continued investment in and ongoing maintenance of infrastructure and amenities in established neighborhoods.

Therefore, staff has found this criterion has been met.

(2) No parcel shall be landlocked as a result of the vacation;

This request is to vacate an existing publicly dedicated drainage easement. As such, no parcels will be landlocked as a result of the proposed vacation request. Therefore, staff has found this criterion has been met.

(3) Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive, or reduces or devalues any property affected

by the proposed vacation;

This vacation request does not impact access to any parcel and as such, staff finds this criterion has been met.

(4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services;

New public and private drainage infrastructure and easements will be constructed and identified/dedicated on the subdivision plat or by separate instrument. Also, no comments concerning the proposed vacation were received from the utility review agencies or the adjacent property owners indicating issue or adverse impacts related to this request or the quality of services provided to the property.

Staff therefore finds this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

New public and private drainage infrastructure and easements will be constructed and identified/dedicated on the subdivision plat or by separate instrument. Neither staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services.

Staff finds that this criterion has been met.

(6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will not substantially change as a result of the proposed vacation as a new public drainage easement will be created. With the elimination of this existing drainage easement and with the granting of any new necessary easements, the Applicant can develop the property as desired without the unnecessary encumbrance caused by this easement. Permanent structures cannot be constructed over an easement. As such, Staff finds that this criterion has been met.

#### **STAFF RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Frog Pond Subdivision Vacation of a publicly dedicated Drainage Easement (1,651 sq. ft. – 0.038-acres), VAC-2021-75, located at 2501 Monument Road as granted to the City of Grand Junction by Reception Number 2764922, the following findings of fact have been made with the recommended condition of approval:



1. The request conforms with Section 21.02.100 (c) of the Zoning & Development Code.
2. The requested vacation does not conflict with the goals and policies of the 2020 Comprehensive Plan.

Condition 1. Prior to recording of a resolution vacating the Drainage Easement, an approved new public and private drainage easement and infrastructure will be constructed and installed or as otherwise approved by the City, consistent with City standards, either by separate instrument or on a subdivision plat.

Therefore, Staff recommends approval of the requested vacation.

**FISCAL IMPACT:**

This request does not have any direct fiscal impact.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 23-21, a resolution vacating a publicly dedicated Drainage Easement located at 2501 Monument Road as granted to the City of Grand Junction by Reception Number 2764922.

**Attachments**

1. Site Location, Aerial & Zoning Maps
2. Site Plan
3. Drainage Easement - Reception #2764922
4. Development Application - Dated 11-1-19
5. Public Comments Received
6. Planning Commission Minutes - 2021 - February 23 - Draft
7. Vacation Resolution













IMPERVIOUS AREAS

Existing	2,253.7 sf
Proposed	50,205.0 sf
Difference	47,951.3 sf

SITE BREAKDOWN (East Parcel)

Building	10,620.0 sf	10.9%
Concrete	9,216.2 sf	9.4%
Pavement	27,646.3 sf	28.2%
Open Area	50,378.2 sf	51.5%
Total	97,860.7 sf	100.0%

2945-211-01-019

Zone: PD  
FROG POND LLC

L:122.52' R:1859.86' Δ=003.77'

2945-211-01-027

Zone: RSF-4  
LIONBERGER B&V FAMILY TRUST  
111 GLADE PARK RD  
Acreage: 1.199

No Thoroughfare Wash

Monument Road

5.0' Wide Landscaping Strip (Minimum)

Future Monument Rd Improvements by City

Drainage Easement (See Plat for Details)

2945-214-21-001

Project Benchmark

20.0' Sewer Easement

Existing Buildings to Remain

UTILITY PROVIDERS

Water	Ute Water
Sewer	City of Grand Junction
Electric	Xcel Energy
Gas	Xcel Energy
Telephone	CenturyLink
Cable	Charter Spectrum
Irrigation	Redlands Water & Power Co



R1-1



R7-8P



R8-31

Typical Signs

2945-211-00-001

Zone: RSF-4  
MUNGER DONALD A  
THORNBURG DANISE  
363 S REDLANDS RD  
Acreage: 2.394

Revocable Permit for Water Appurtenances

Ex RoW Width Varies

~26' Ex Asphalt

STATE OF COLORADO )  
COUNTY OF MESA )

I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M., ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. AND WAS RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE NO. \_\_\_\_\_

RECEPTION NO. \_\_\_\_\_ DRAWER NO. \_\_\_\_\_ FEES \_\_\_\_\_

BY: \_\_\_\_\_ CLERK AND RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_

SEPARATE INSTRUMENTS RECORDED IN CONJUNCTION WITH THIS SITE PLAN

PLAT: \_\_\_\_\_ REC. # \_\_\_\_\_

COVENANTS: \_\_\_\_\_ REC. # \_\_\_\_\_

South Redlands Road

Revocable Permit for Water Appurtenances

ACCEPTANCE BLOCK

The City of Grand Junction hereby certifies compliance with the City's Development Standards, subject to these plans being sealed, signed, and dated by the Professional of Record. Review by the City does not constitute approval of the plan. The City neither accepts nor assumes any liability for errors or omissions. Errors in the design or calculations remain the responsibility of the Professional of Record. Construction must commence within one year from the date of plan signature.

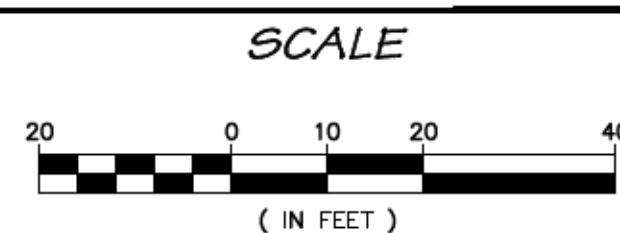
City Planner \_\_\_\_\_ Date \_\_\_\_\_

City Development Engineer \_\_\_\_\_ Date \_\_\_\_\_

UNCC  
800.922.1987  
www.uncc.org  
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

811  
Know what's below.  
Call before you dig.

Project Benchmark  
MCSM  
3" Brass Cap  
Along South Property Line of East Parcel  
N 1/16 Sec 21 & 22 T1S, R1W, Ute Meridian  
Northing: 32894.81  
Easting: 84189.95  
Elevation: 4594.34  
Datum Source: MCLCS Zone "GVA" (NAVD 88)



ORIGINAL SHEET SIZE: 22 x 34

S:\PROJ\211-01-019\Frog Pond\Drawings\DWG\03-Sheet Files\0422-031\_SitePlan\_East\_Parcel.dwg [User: jwm] 11/23/2020 12:00:22 PM

REVISIONS

NO.	DATE	DESCRIPTION	BY



215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
www.rcwest.com  
Phone: 970.241.4722  
Fax: 970.241.8841

PROJECT #: 0422-031  
DATE ISSUED: 20.Nov.2020  
DRAWN BY: nmr  
CHECKED BY: jwm  
HORIZ: 1" = 20'  
VERT: N/A

FROG POND LLC

Frog Pond

Site Plan  
East Parcel

C 4



4

PAGE DOCUMENT

## GRANT OF DRAINAGE EASEMENT

**Frog Pond LLC**, a Colorado Limited Liability Company, **Grantor**, whose mailing address is 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501 for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to the **City of Grand Junction**, a Colorado home rule municipality, **Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Drainage Easement for the use and benefit of Grantee and for the use and benefit of the Public, as approved by Grantee, as a perpetual drainage easement, on, along, over, under, through and across the following described parcel of land, to wit:

A certain parcel of land lying in the Northwest Quarter (NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 4, Little Rock Minor Subdivision, as same is recorded in Plat Book 16, Page 37, Public Records of Mesa County, Colorado and assuming the South line of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 22 bears S 89°46'47" E with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 89°16'21" E, along the South line of said Lot 4 and the North line of that certain parcel of land described in Book 5781, Page 994, Public Records of Mesa County, Colorado, a distance of 26.92 feet to the POINT OF BEGINNING; thence from said Point of Beginning, continue N 89°16'21" E, a distance of 80.48 feet; thence S 13°35'56" W, a distance of 20.63 feet; thence S 89°16'01" W, a distance of 84.77 feet to a point being the beginning of a 1,266.92 foot radius curve, concave Northwest, whose long chord bears N 24°26'05" E with a long chord length of 22.09 feet; thence Northeasterly along the arc of said curve, through a central angle of 00°59'57", an arc length of 22.10 feet, more or less, to the Point of Beginning.

Containing 1,651 square feet or 0.038 Acres, more or less, as described herein and depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features or similar improvements typically located in Easements.

Grantor hereby covenants with Grantee it has good title to the herein described premises; that it has good and lawful right to grant this Easement; that it will warrant and forever defend the title

### SHEET 1 OF 4

and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 23 day of June, 2016.

Frog Pond LLC

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

Kevin Bray  
Manager of Frog Pond LLC

State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was acknowledged before me this 23rd day of June, 2016, by Kevin Bray as Manager of Frog Pond LLC.

My commission expires 04/01/2018.



Witness my hand and official seal.

Mary E. Sparks  
Notary Public

Ratified, consented to, and acknowledged by the following Deed of Trust Beneficiaries:

Home Loan State Bank ratifies, consents to, and acknowledges the foregoing instrument:

Home Loan State Bank

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

Print Name: JARED FERRARI  
Print Title: VICE PRESIDENT

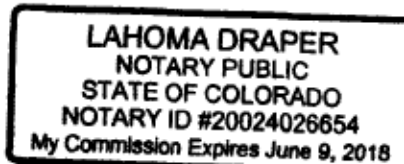
State of Colorado )  
 )ss.  
County of Mesa )

The foregoing instrument was ratified, consented to, and acknowledged by Home Loan State Bank, beneficiary of Deed of Trust dated October 9, 2015 and recorded on 10/12/2015, in the office of the Mesa County Clerk and Recorder, Reception No. 2739928, Book 5782 at Page 1, before me this 3rd day of June, 2016 by Jared Ferraris as Vice President for Home Loan State Bank.

My commission expires \_\_\_\_\_.

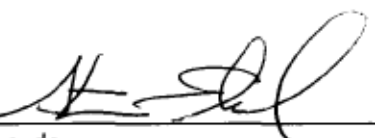
Witness my hand and official seal.

Lahoma Draper  
Notary Public



**SHEET 2 OF 4**

Kathy and Steve Edwards beneficiaries of Deed of Trust dated October 9, 2015, and recorded on 10/12/2015, in the office of the Mesa County Clerk and Recorder, Reception No. 2739954, Book 5782 at Page 79, for the benefit of Steve Edwards and Kathy Edwards as Joint Tenants and recorded again as a corrected document for the same beneficiaries on 11/17/2015, Reception No. 2743517, Book 5794 at Page 710 ratify, consent to, and acknowledge the foregoing instrument:

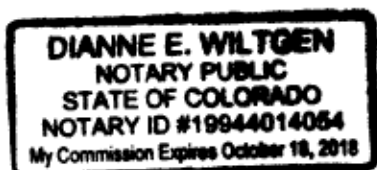
  
Steve Edwards

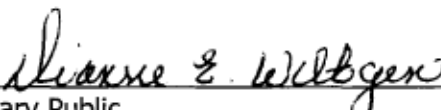
State of Colorado )  
 )ss  
County of Mesa )

The foregoing instrument was ratified, consented to, and acknowledged before me this 17<sup>th</sup> day of May, 2016 by Steve Edwards.

My commission expires 10-18-18.

Witness my hand and official seal.



  
Notary Public

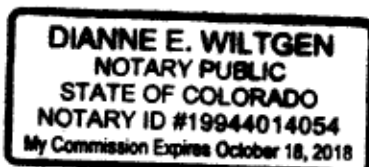
State of Colorado )  
 )ss  
County of Mesa )

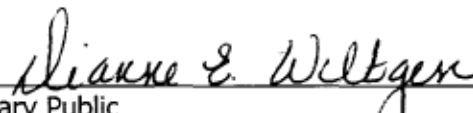
  
Kathy Edwards

The foregoing instrument was ratified, consented to, and acknowledged before me this 17<sup>th</sup> day of May, 2016 by Kathy Edwards.

My commission expires 10-18-18.

Witness my hand and official seal.



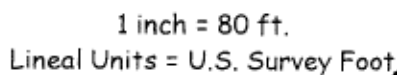
  
Notary Public

**SHEET 3 OF 4**



[illegible]

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



SHEET 4 OF 4

DRAWN BY: P.T.K.  
DATE: 01-29-2016  
SCALE: 1" = 80'  
APPR. BY: J.B.

DRAINAGE EASEMENT  
2501 MONUMENT ROAD  
2945-211-01-019

**CITY OF**  
**Grand Junction**  
COLORADO

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Subdivision Plat/Plan - Major Final

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

### Property Information

Site Location: 2501 Monument Road, Grand Junction, CO 81507

Site Acreage: 3.31

Site Tax No(s): 2945-211-01-019

Site Zoning: PD

Project Description: Frog Pond PD

### Property Owner Information

Name: Frog Pond LLC

Street Address: 244 N 7th St

City/State/Zip: Grand Junction, CO 8

Business Phone #: (970) 270-9985

E-Mail: kevinbray@brayandco.com

Fax #: (970) 241-6223

Contact Person: Kevin Bray

Contact Phone #: (970) 270-9985

### Applicant Information

Name: Frog Pond LLC

Street Address: 244 N 7th St

City/State/Zip: Grand Junction, CO 8

Business Phone #: (970) 270-9985

E-Mail: kevinbray@brayandco.com

Fax #: (970) 241-6223

Contact Person: Kevin Bray

Contact Phone #: (970) 270-9985

### Representative Information

Name: Cores LLC

Street Address: 244 N 7th St

City/State/Zip: Grand Junction, CO 8

Business Phone #: (970) 263-2956

E-Mail: darah@brayandco.com

Fax #: (970) 241-6223

Contact Person: Darah Galvin

Contact Phone #: (970) 263-2956

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

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

Signature of Person Completing the Application

Date: October 22, 2019

Signature of Legal Property Owner

Date: 11/1/19

**General Project Report  
Final Subdivision Submittal**

**FROG POND  
Assessor Parcel No. 2945-211-01-019  
2501 Monument Road, Grand Junction, CO  
March 11, 2020**

**A. Project History**

In Dec 2018, this property received an approval of a proposed PD zoning, which was set to allow for a range of 14-21 residential units, allow 10% of land, or up to 14,670 sqft, to be used for a limited commercial space including the parking spaces required for that commercial use. There were also proposed deviations from the underlying R-5 zone that were all approved and are used in the current plan.

**B. Property Location**

This site is a 3.377 acre parcel off of Monument Road south of S Redlands Road. This site is physically separated into two parts by Monument Road. A portion of the site is also bordered by S. Redlands Road. In this plat and plan, the western portion of the site will be dedicated to the City of Grand Junction

**C. Project Description**

This is a request for the approval of a full Subdivision submittal. This project will consist of a private street with parking, 12 new lots with new single family homes on each lot, one lot each for the 2 existing duplexes, one lot for the tiny homes, one lot for the commercial site, and one tract containing all other area including drive lanes, residential parking, and the water quality pond for a total of 16 lots and 1 tract. The parcel is located within the City of Grand Junction. The developer is Frog Pond, LLC, represented by Kevin Bray. The development team includes River City Consultants responsible for surveying and engineering aspects, and Ciavonne, Roberts and Associates leading the physical planning, design development and landscape plans.

**D. Public Benefit**

The public will benefit with (1) the development of vacant property; (2) the addition of a limited mixed-use element nestled within a primary residential use; (3) and professional land planning of a site in a very visible location that will be consistent with future land use plans. This development will make more efficient use of the existing infrastructure.



Development will also eliminate the existing septic system, which is also in line with City goals. This subdivision development will also dedicate a portion of the property to the City of Grand Junction for the preservation of the natural drainage that occupies the west portion of the site.

#### **E. Neighborhood Meeting**

A neighborhood meeting was held as required and meeting minutes and received comments are included with this submittal.

#### **F. Project Compliance, Compatibility, and Impact**

1. **Site access and traffic patterns-** Access is existing to a portion of the property from Monument Road for the portion of the site where the duplex units exist. Considerable attention to access was discussed in talks with the City about trail alignment. This was discussed in the context of the future development of the site per this application. It was determined that the access point would be at the current location. Also likely is that a turn lane would be required, and subject to the current traffic capacity payment policy. Fire lane access was discussed and accepted with the Grand Junction Fire Department.
2. **Availability of utilities, including proximity of fire hydrants-**
  - a) The subject parcel is and/or will be served by the following:
    - Ute Water
    - City of Grand Junction Sanitation District
    - Xcel Energy
    - Charter/Spectrum
    - Century Link
    - Redlands Water and Power
    - City of Grand Junction FireAll utilities are existing in Monument Road and S. Redlands Road and have been or can be extended into to the site.
  - b) Meetings with the utility companies have been held in preparation for the submitted subdivision and all utilities outlined in the Utility composite plan have been at least preliminarily approved by the utility companies. Discussion with the Fire Department on access, street widths, locations of no parking signs, fire lane striping, and direction of travel have all been approved by the Grand Junction Fire Department.
3. **Hours of operation-** The hours of operation are limited by the ODP, but will be determined within the constraints by the occupant of the commercial space

4. **Number of employees-** Number of employees will depend on the use of the commercial space, and whether it becomes a retail or an office space.
5. **Signage plans-** Sign plans were adopted with the PD to be in compliance with R-O standards.
6. **Site Soils Geology-** A soils report was conducted and is included with this submittal.
7. **Impact of project on site geology and geological hazards-** There will be no change from the proposed project to current site conditions. At a 500 cfs flood, the water overtops the road. City maintained area.

**G. Development Schedule and Phasing**

The approval of this request would allow development to be begin in 2020 for a hopeful completion date early in 2021.

September 2, 2020

Scott Peterson  
Senior Planner  
City of Grand Junction

RE: Easement vacation request

Dear Mr. Peterson,

As you are aware we are currently involved in the subdivision process for 2501 Monument Road.

In 2017 the City installed a storm sewer across the properties to the south to connect to a pipe that goes under monument road to address a ponding issue due to poor drainage conditions. For installation of the pipe the City requested the attached drainage easement which we provided in 2016. At the time of installation of the pipe we hired the same contractor to install a drain pipe on our property that directly connected to this pipe, thus negating the need for the easement on our property. In addition, as we are going through the subdivision process we are handling all of our onsite drainage per the code and the attached drainage easement will not be needed or useful in the future.

At this time we are requesting that the City vacate this easement as it is no longer useful and limits the buildable area with one of our planned lots in the subdivision.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Kevin Bray', with a stylized flourish at the end.

Kevin Bray, Manager  
Frog Pond LLC



# IMPROVEMENT SURVEY PLAT

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado

## LEGEND

- FOUND #5 REBAR WITH 1.5" PLASTIC CAP, UNLESS NOTED OTHERWISE
- FOUND 2" ALUMINUM CAP, DISMANT, PLS 10097
- 1.25" PLASTIC CAP MARKED 24943
- FOUND #5 REBAR UNLESS OTHERWISE NOTED
- FOUND WASHER AS NOTED
- ALIQUOT CORNER AS NOTED
- SET 2" ALUMINUM CAP ON # 5 REBAR  
PLS 38274 RIVER CITY CONSULTANTS
- EASEMENT LINE
- PARCEL LINE
- ROW LINE
- ALIQUOT LINE
- WOOD FENCE
- CONCRETE EDGE
- GRAVEL EDGE
- ASPHALT EDGE
- WATERLINE
- TELEPHONE LINE
- STORM DRAIN LINE
- SANITARY LINE
- OVERHEAD TELEPHONE LINE
- OVERHEAD ELECTRIC LINE
- GAS LINE
- STORM MANHOLE
- SANITARY MANHOLE
- UTILITY POLE
- GUY WIRE

## SCALE



FOUND 3" Ø BRASS CAP  
ON 2" PIPE  
COUNTY SURVEY MARKER NO  
2280  
(NE 1/16 SECTION 21)

This survey was conducted without the benefit of an abstract or current title commitment. Evidence of title, easements of record, rights of way, adjoiners, and encumbrances affecting this property reviewed and considered part of this survey are noted hereon. There may exist other documents, both recorded and unrecorded, that would affect title to this parcel.

Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

Utility locates were executed by American Utility Specialists as part of this survey. No excavations were made during this survey to determine exact locations and depths of underground utilities and structures. Existence and locations of all underground utilities and structures should be verified prior to construction on this property.

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.

## SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey Plat represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,  
Colorado PLS 38274



## SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

- BLM: BUREAU OF LAND MANAGEMENT
- C: CENTER
- E: EAST
- N: NORTH
- NO: NUMBER
- NR: NON-RADIAL
- PLS: PROFESSIONAL LAND SURVEYOR
- PLSS: PUBLIC LAND SURVEY SYSTEM
- MCSM: MESA COUNTY SURVEY MARKER
- MPE: MULTI-PURPOSE EASEMENT
- CH: CHORD LENGTH
- L: ARC LENGTH
- RAD: RADIUS
- Δ: CENTRAL ANGLE DELTA
- T: TOWNSHIP
- R: RANGE
- REC: RECEPTION
- ROW: RIGHT OF WAY
- S: SOUTH
- T: TOWNSHIP
- UM: UTE MERIDIAN
- W: WEST
- Ø: DIAMETER

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. 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) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

## LAND SURVEY DEPOSITS

Mesa County Surveyor's Office

Date \_\_\_\_\_

Deposit Number \_\_\_\_\_



744 Horizon Court, Suite 110  
Grand Junction, CO 81506

www.rccwest.com

Phone: 970.241.4722  
Fax: 970.241.8841

## PROPERTY DESCRIPTION

A parcel of land as recorded at Reception Number 2739927 at the Mesa County Clerk and Recorder, situated in the Northwest quarter of the Northwest quarter of Section 22 and the Northeast quarter of the Northeast quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

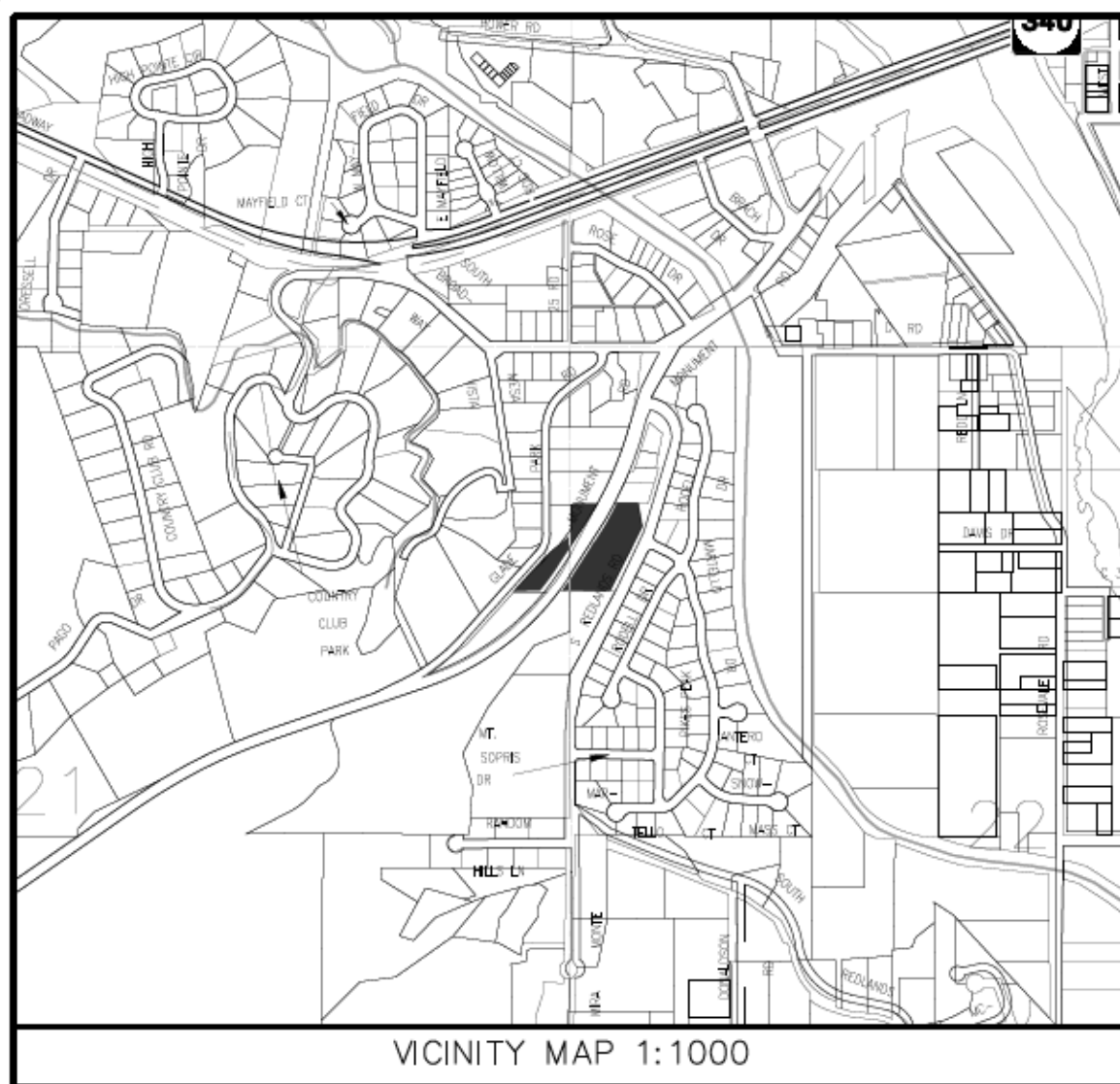
Beginning at a 3" brass cap marked MESA COUNTY SURVEY MARKER NO. at the north one-sixteenth corner common to said Section 22 and Section 21 (P.O.B. 1), whence a 2.5" aluminum cap in a monument box marked PLS 24320, AES, 2002, for the northwest corner of said Section 22 bears North 00°05'37" West with all bearings herein relative thereto,

Thence South 89°16'28" West along the south line of the Northeast quarter of the Northeast quarter of said Section 21, a distance of 42.20 feet to the east line of Right of Way as recorded at Reception Number 2764923 and a point of cusp on a curve concave to the northwest having a radius of 1380.61 feet and a central angle of 03°14'13" and being subtended by a chord which bears North 34°36'22" East 77.99 feet; Thence northeasterly along said curve, a distance of 78.00 feet; Thence North 33°05'30" East, a distance of 286.84 feet to the beginning of a curve concave to the northwest having a radius of 1225.43 feet and a central angle of 08°42'08" and being subtended by a chord which bears North 29°08'52" East 185.94 feet; Thence northeasterly along said curve, a distance of 186.12 feet to the south line of Lot 4 of Little Rock Minor Subdivision as recorded at Reception Number 1819881; Thence North 89°17'42" East, a distance of 114.11 feet to the west line of right of way as recorded at Reception Number 1001479; Thence South 10°27'18" East, a distance of 126.51 feet; Thence South 26°32'42" West, a distance of 384.75 feet to the south line of the Northwest quarter of the Northwest quarter of said Section 22; Thence North 89°46'42" West, a distance of 214.39 feet to the Point of Beginning.

Together with a parcel of land as recorded at Reception Number 2739927 at the Mesa County Clerk and Recorder, situated in the Northwest quarter of the Northwest quarter of Section 22 and the Northeast quarter of the Northeast quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a 3" brass cap marked MESA COUNTY SURVEY MARKER NO. at the north one-sixteenth corner common to said Section 22 and Section 21, whence a 2.5" aluminum cap in a monument box marked PLS 24320, AES, 2002, for the northwest corner of said Section 22 bears North 00°05'37" West with all bearings herein relative thereto,

Thence South 89°16'28" West along the south line of the Northeast quarter of the Northeast quarter of said Section 21, a distance of 161.35 feet to the Point of Beginning (P.O.B. 2); Thence South 89°16'28" West, a distance of 142.66 feet to the east right of way line of Glade Park road as recorded at Reception Number 258205; Thence North 42°15'31" East, a distance of 223.03 feet to the southwest corner of Lot 20 of Mesa Vista Subdivision as recorded at Reception Number 258205; Thence North 49°27'27" East, a distance of 202.02 feet to the southeast corner of said Lot 20; Thence North 00°05'37" West, a distance of 165.05 feet to the northeast corner of said Lot 20; Thence North 89°16'15" East, a distance of 144.89 feet to the west line of right of way as recorded at Reception Number 999557 and a point of cusp on a curve concave to the northwest having a radius of 1859.86 feet and a central angle of 03°46'28" and being subtended by a chord which bears South 31°15'09" West 122.50 feet; Thence south said curve, a distance of 122.52 feet; Thence South 33°08'23" West tangent to said curve, a distance of 286.84 feet to the beginning of a curve tangent to said line; Thence southwesterly a distance of 144.38 feet along the curve concave to the northwest, having a radius of 1382.39 feet and a central angle of 05°59'03" and being subtended by a chord which bears South 36°07'55" West 144.32 feet; Thence southwesterly along said curve, a distance of 144.38 feet to the Point of Beginning.



VICINITY MAP 1:1000

## IMPROVEMENT SURVEY PLAT

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado

Sheet 1 of 1 Date: 2/10/20 Job No. 0422-031

Surveyed: SLG Drawn: AKT Checked: TPJ

Drawing name: S:\PROJECTS\0422-031\0422-031-001-001.dwg



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Frog Pond LLC ("Entity") is the owner of the following property:

(b) 2501 Monument Road, Grand Junction, CO 81507

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Subdivision Submittal

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) N/A

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: [Signature]

Printed name of person signing: Kevin Bray

State of Colorado )

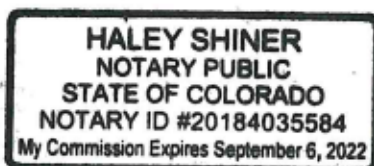
County of Mesa ) ss.

Subscribed and sworn to before me on this 9th day of November, 2019

by Halley Shiner

Witness my hand and seal.

My Notary Commission expires on September 6th, 2022



Halley Shiner  
Notary Public Signature



**Warranty Deed**  
(Pursuant to 38-30-113 C.R.S.)

State Documentary Fee  
Date: October 09, 2015  
\$ 26.30

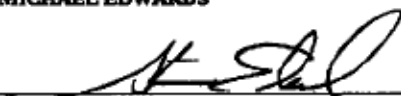
**THIS DEED**, made on **October 09, 2015** by **MICHAEL EDWARDS AND STEVE EDWARDS** Grantor(s), of the County of **MESA** and State of **COLORADO** for the consideration of **(\$263,000.00) \*\*\* Two Hundred Sixty Three Thousand and 00/100 \*\*\*** dollars in hand paid, hereby sells and conveys to **FROG POND LLC** Grantee(s), whose street address is **244 N 7TH STREET GRAND JUNCTION, CO 81501**, County of **MESA**, and State of **COLORADO**, the following real property in the County of **Mesa**, and State of **Colorado**, to wit:

**SEE ATTACHED "EXHIBIT A"**

also known by street and number as: **2501 MONUMENT RD GRAND JUNCTION CO 81507**

with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2015 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; and other NONE*

  
MICHAEL EDWARDS

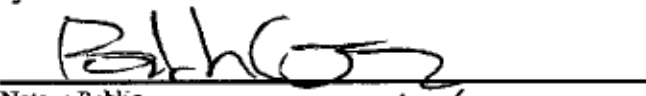
  
STEVE EDWARDS

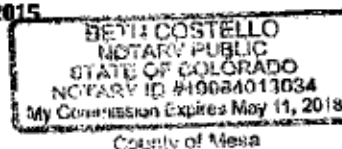
State of **COLORADO**

)  
) ss.

County of **MESA**

The foregoing instrument was acknowledged before me on this day of **October 09, 2015**  
by **MICHAEL EDWARDS AND STEVE EDWARDS**

  
Notary Public  
My commission expires 5/1/18



When Recorded Return to: **FROG POND LLC**  
**244 N 7TH STREET GRAND JUNCTION, CO 81501**



**EXHIBIT A**

A PARCEL OF LAND SITUATED IN THE NE¼ OF THE NE¼ OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, ALSO BEING A PART OF LOT 20 OF MESA VISTA SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE¼ OF THE NE¼ OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN;

THENCE WEST TO THE RIGHT-OF-WAY FOR THE GLADE PARK HIGHWAY;

THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SAID HIGHWAY TO THE SOUTHWEST CORNER OF LOT 20 OF THE MESA VISTA SUBDIVISION, AS SHOWN ON THE RECORDED PLAT THEREOF;

THENCE ALONG THE SOUTH LINE OF SAID LOT 20 TO THE EAST LINE OF SAID LOT 20;

THENCE ALONG THE SAID EAST LINE OF SAID LOT 20 TO THE NORTHEAST CORNER OF SAID LOT 20;

THENCE EAST TO A POINT 60 FEET WEST OF THE CENTER LINE OF THE HIGHWAY LEADING TO THE MESA COUNTY FARM;

THENCE CONTINUING IN A SOUTHERLY DIRECTION 60 FEET WEST OF THE CENTER LINE TO THE SOUTH LINE OF THE NW¼ OF THE NW¼ OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN;

THENCE WEST TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO COUNTY OF MESA BY INSTRUMENT RECORDED JUNE 16, 1970, IN BOOK 947 AT PAGE 524,

MESA COUNTY, COLORADO.



# FROG POND SUBDIVISION

## Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W., Ute Meridian. City of Grand Junction, Mesa County, Colorado

Know All Persons By These Presents:

The undersigned, Frog Pond LLC, is the owner of record of that real property situated in the Northwest quarter of the Northwest quarter of Section 22 and the Northeast quarter of the Northeast quarter of Section 21, Township 1 South, Range 1 West, City of Grand Junction, County of Mesa, State of Colorado, the ownership of which is demonstrated at Reception Number 2739927 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Beginning at a 3" brass cap marked MESA COUNTY SURVEY MARKER NO, at the north one--sixteenth corner common to said Section 22 and Section 21 (P.O.B. 1), whence a 2.5" aluminum cap in a monument box marked PLS 24320, AES, 2002, for the northwest corner of said Section 22 bears North 00°05'37" West with all bearings herein relative thereto,

Thence South 89°16'28" West along the south line of the Northeast quarter of the Northeast quarter of said Section 21, a distance of 42.20 feet to the east line of Right of Way as recorded at Reception Number 2764923 and a point of cusp on a curve concave to the northwest having a radius of 1380.61 feet and a central angle of 03°14'13" and being subtended by a chord which bears North 34°36'22" East 77.99 feet;  
Thence northeasterly along said curve, a distance of 78.00 feet;  
Thence North 33°05'30" East, a distance of 286.84 feet to the beginning of a curve concave to the northwest having a radius of 1225.43 feet and a central angle of 08°42'08" and being subtended by a chord which bears North 29°08'52" East 185.94 feet;  
Thence northeasterly along said curve, a distance of 186.12 feet to the south line of Lot 4 of Little Rock Minor Subdivision as recorded at Reception Number 1819881;  
Thence North 89°17'42" East, a distance of 114.11 feet to the west line of right of way as recorded at Reception Number 1001479;  
Thence South 10°27'18" East, a distance of 126.51 feet;  
Thence South 26°32'42" West, a distance of 384.75 feet to the south line of the Northwest quarter of the Northwest quarter of said Section 22;  
Thence North 89°46'42" West, a distance of 214.39 feet to the Point of Beginning,

Together with a parcel of land as recorded at Reception Number 2739927 at the Mesa County Clerk and Recorder, situated in the Northwest quarter of the Northwest quarter of Section 22 and the Northeast quarter of the Northeast quarter of Section 21, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a 3" brass cap marked MESA COUNTY SURVEY MARKER NO, at the north one--sixteenth corner common to said Section 22 and Section 21, whence a 2.5" aluminum cap in a monument box marked PLS 24320, AES, 2002, for the northwest corner of said Section 22 bears North 00°05'37" West with all bearings herein relative thereto.  
Thence South 89°16'28" West along the south line of the Northeast quarter of the Northeast quarter of said Section 21, a distance of 161.35 feet to the Point of Beginning (P.O.B. 2);  
Thence South 89°16'28" West, a distance of 142.66 feet to the east right of way line of Glade Park road as recorded at Reception Number 258205;  
Thence North 42°15'31" East, a distance of 223.03 feet to the southwest corner of Lot 20 of Mesa Vista Subdivision as recorded at Reception Number 258205;  
Thence North 49°27'27" East, a distance of 202.02 feet to the southeast corner of said Lot 20;  
Thence North 00°05'37" West, a distance of 165.05 feet to the northeast corner of said Lot 20;  
Thence North 89°16'15" East, a distance of 144.89 feet to the west line of right of way as recorded at Reception Number 989557 and a point of cusp on a curve concave to the northwest having a radius of 1859.86 feet and a central angle of 03°46'28" and being subtended by a chord which bears South 31°15'09" West 122.50 feet;  
Thence southwesterly along said curve, a distance of 122.52 feet;  
Thence South 33°08'23" West tangent to said curve, a distance of 286.84 feet to the beginning of a curve tangent to said line;  
Thence southwesterly a distance of 144.38 feet along the curve concave to the northwest, having a radius of 1382.39 feet and a central angle of 05°59'03" and being subtended by a chord which bears South 36°07'55" West 144.32 feet, to the Point of Beginning.

Said owners have by these presents laid out, platted and subdivided the above described real property into parcels, Lots, Tracts and Streets as shown hereon, and designates the same as FROG POND SUBDIVISION, in the City of Grand, County of Mesa, State of Colorado,

Tract A is dedicated to the City of Grand Junction for the use of the public forever.

Tract B is to be granted to Frog Pond Home Owners Association by separate instrument and is subject to a utility easement over its entirety as more fully provided in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FROG POND SUBDIVISION.

All landscape easements are to be granted to the Frog Pond Homeowners Association by separate instrument.

The City of Grand Junction is hereby granted a perpetual easement for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenants thereto over each drainage easement shown hereon. The City of Grand Junction is also dedicated reasonable ingress/egress access to the drainage/detention easement areas. The owner(s) and/or the property owners' association, if one exists, is not relieved of its responsibility to inspect, install, operate, maintain, and repair the detention and drainage facilities.

All sanitary sewer easements are dedicated to the City of Grand Junction as perpetual easements for the use and benefit of the Persigo 201 Sewer System, a perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities, including ingress and egress to the sanitary sewer and its facilities and appurtenances on, along, over, under, through and across the Easement.

All multipurpose easements are dedicated to the City of Grand Junction as perpetual easements for City approved utilities including the installation, operation, maintenance and repair of said utilities and appurtenances which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All tracts/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, and in Drainage and Detention/Retention easements or tracts, the right to dredge; provided however, that the beneficiaries/owner shall utilize the same in a reasonable and prudent manner. Furthermore, the owner of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may impede the use of the easement and/or prevent the reasonable ingress and egress to and from the easement.

All utility easements are to be granted to Frog Pond Home Owners Association by separate instrument.

The 10' A & M Easements are granted as more fully provided in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FROG POND SUBDIVISION

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

Said owner does subscribe hereunder this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_

Kevin Bray, Manager, Frog Pond LLC.

STATE OF COLORADO )  
COUNTY OF MESA ) ss

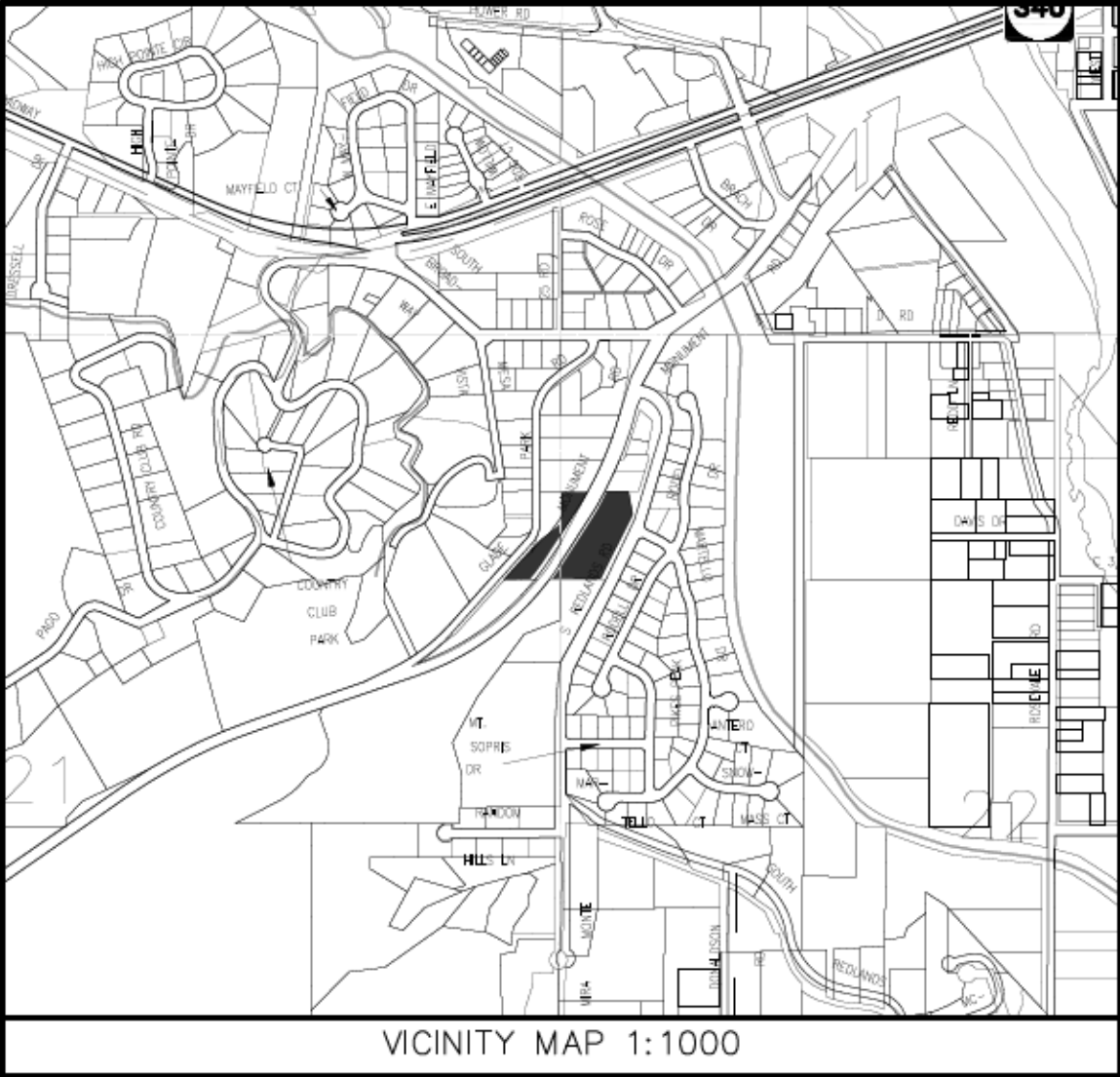
This plat was acknowledged before me by \_\_\_\_\_

on this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_. My  
commission expires:

Witness my hand and seal \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

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.



LIENHOLDERS RATIFICATION OF PLAT

The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded at Reception Number 2739928 of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon.

Lienholder hereby acknowledges the following as depicted and/or dedicated on this plat:  
(1) the existence and location of public rights--of--way, including any rights of maintenance and administration of rights--of--way;  
(2) the existence of individual lots and the location of lot lines;  
(3) and the zoning density proposed for this subdivision. Lienholder hereby agrees, in the event of partial foreclosure on its lien against the property depicted in this plat, that items (1) through (3) above and all rights incident thereto shall survive any such partial foreclosure.

In witness whereof, the said corporation has caused these presents to be signed by its \_\_\_\_\_

with the authority of its board of directors this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

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

STATE OF COLORADO )

COUNTY OF MESA ) ss

This plat was acknowledged before me by \_\_\_\_\_

on this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_. My  
commission expires:

Witness my hand and seal \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

### TITLE CERTIFICATION

We \_\_\_\_\_, a title insurance company, as duly licensed in the State of Colorado, hereby certify that we have examined the title to the hereon described property, that we find the title to the property is vested to Frog Pond, LLC, a Colorado Limited Liability Company; That the current taxes have been paid; That all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; That all easements, reservations and rights of way of record are shown hereon.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME AND TITLE

### CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )

COUNTY OF MESA ) ss

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF MESA COUNTY, COLORADO,

AT \_\_\_\_\_O'CLOCK \_\_\_\_\_M., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ AND WAS  
RECORDED AT RECEPTION NO. \_\_\_\_\_ DRAWER NO. \_\_\_\_\_  
AND FEES \_\_\_\_\_

CLERK AND RECORDER

DEPUTY CLERK

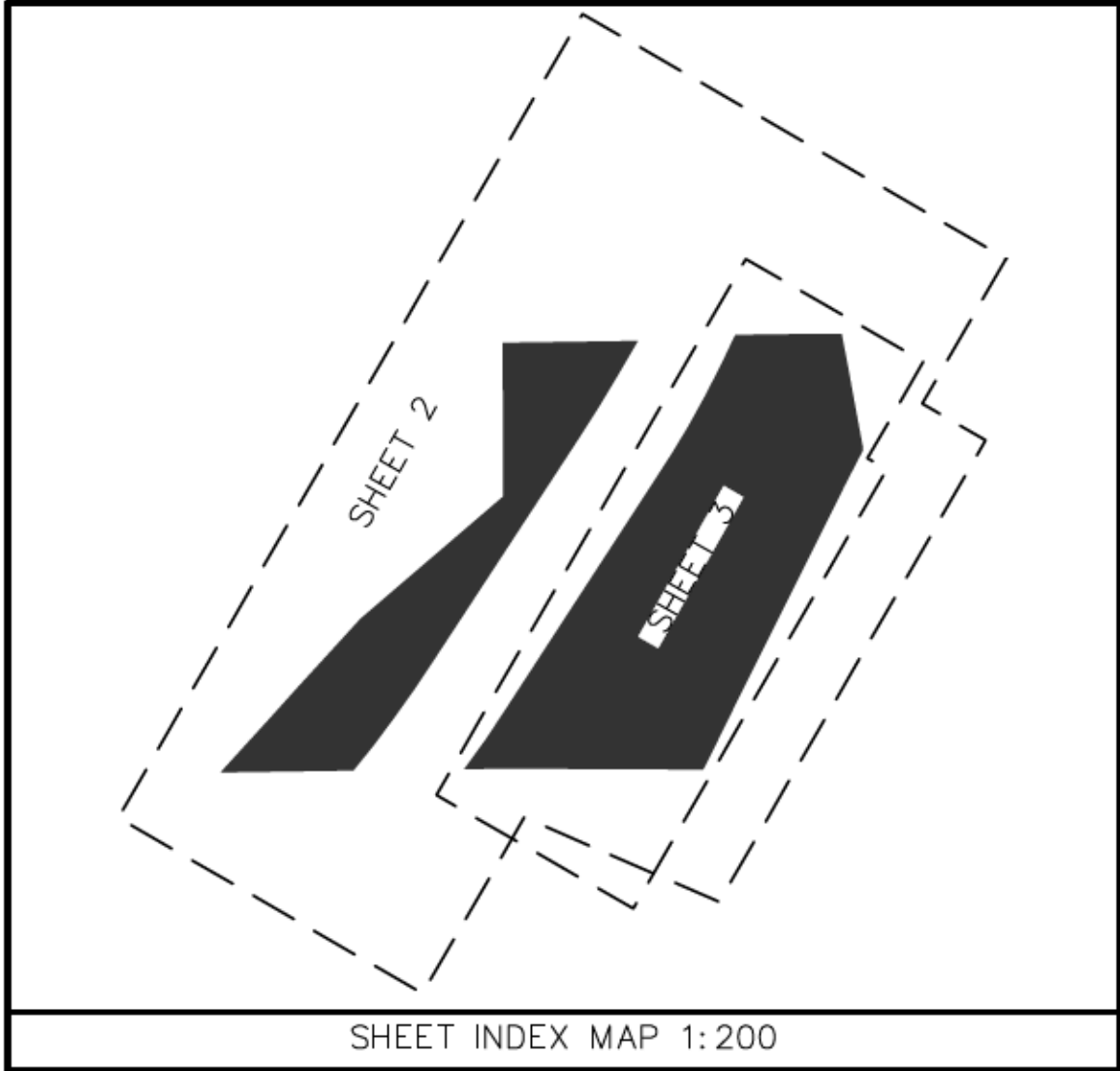
### CITY APPROVAL

THIS PLAT OF FROG POND SUBDIVISION, A SUBDIVISION OF THE CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, IS HEREBY APPROVED AND DEDICATIONS ACCEPTED

THIS \_\_\_\_\_DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

CITY MANAGER

CITY MAYOR



Lineal Units of Measurement are U.S. Survey Foot.

MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SN01)AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72746N  
LONGITUDE: 108°32'01.43552W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.000218181798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)

### BASIS OF BEARINGS

The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at [http://emap.mesacounty.us/gps\\_survey/GVAZONE.htm](http://emap.mesacounty.us/gps_survey/GVAZONE.htm), determined by GPS observation of the west line of the Northwest quarter of the Northwest quarter of Section 22, T.1S., R.1W., Ute Meridian, The north sixteenth corner of said Section 22 & 21 being a 3" brass cap marked COUNTY SURVEY MARKER NO and the northwest corner of said section 22 being a 2.5" aluminum cap marked AES PLS 24320, bearing North 00°05'37" West, as shown hereon.

This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either. 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 Land Title Guarantee Company, GUL65027606.1, dated January 17, 2020. Other documents may exist which would affect this property.

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. 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) noted above. The geometric integrity of the lines has been preserved except where they yield to record monuments and/or senior or controlling lines.

### SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of Frog Pond Subdivision, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lienholders, or quality of title. This statement is not a guaranty, either expressed or implied.

Alec K Thomas,  
Colorado PLS 38274

CITY USE BLOCK	
TRACT B	RECEPTION NO. _____
LANDSCAPE EASEMENT	RECEPTION NO. _____
UTILITY EASEMENTS	RECEPTION NO. _____
A & M EASEMENTS	RECEPTION NO. _____
UTILITY & LANDSCAPE EASEMENT	RECEPTION NO. _____
COVENANTS, CONDITIONS & RESTRICTIONS	RECEPTION NO. _____
_____	RECEPTION NO. _____
_____	RECEPTION NO. _____



## FROG POND SUBDIVISION

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W., Ute Meridian. City of Grand Junction, Mesa County, Colorado

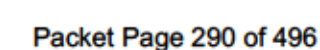
Sheet 1 of 3 Date: 9/16/20 Job No. 0422-031

Surveyed: SLG Drawn: AKT Checked: TPJ

Drawing name: S:\PROJECTS\0422-031\Frog Pond\Survey\0422-031 FROG POND SUBDIVISION.dwg



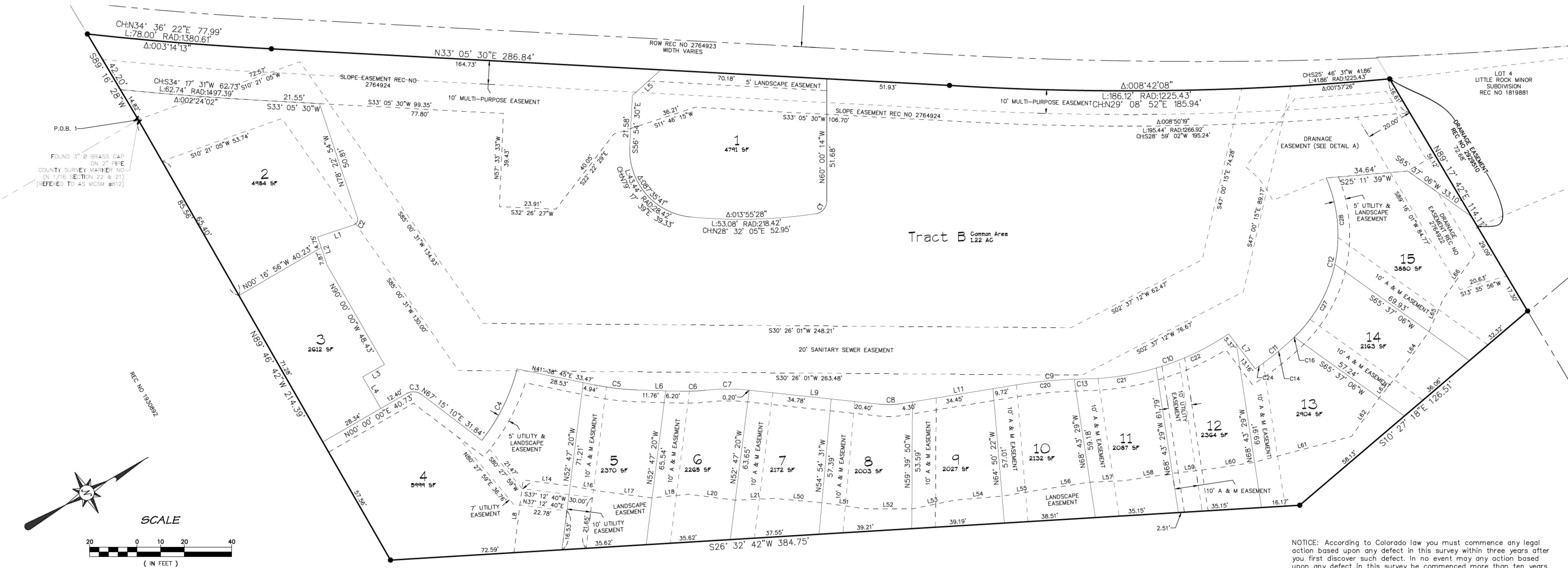
Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado





# FROG POND SUBDIVISION

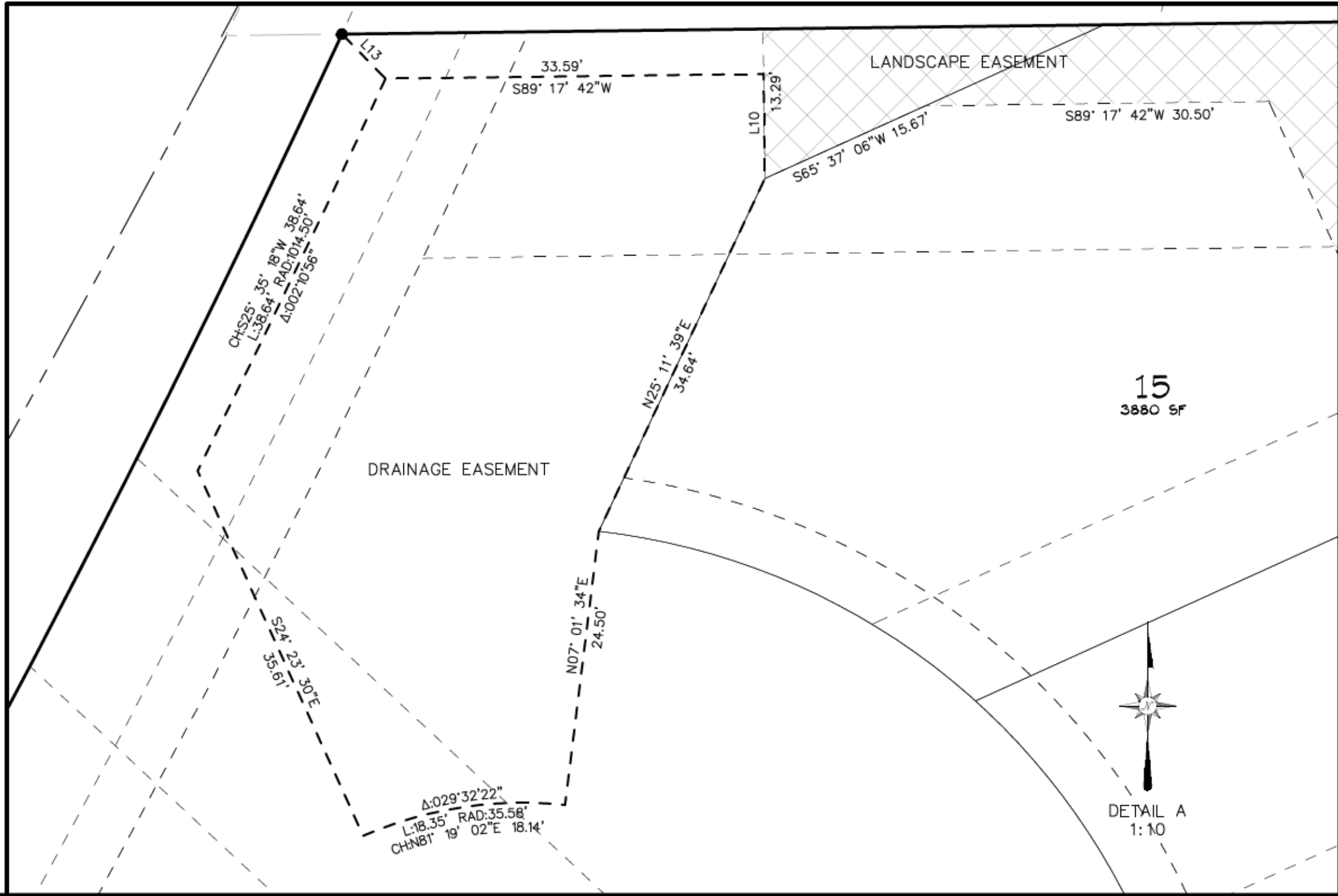
Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado



Line Table		
Line #	Length	Direction
L1	16.08'	N11° 37' 06"E
L2	12.63'	N78° 22' 54"W
L3	10.58'	N00° 00' 00"E
L4	15.33'	N90° 00' 00"W
L5	16.12'	S12° 05' 34"E
L6	17.97'	N31° 42' 19"E
L7	18.53'	N82° 40' 01"E
L8	30.96'	N52° 47' 20"W
L9	55.38'	N36° 08' 10"E
L10	9.29'	N00° 42' 18"W
L11	48.47'	N20° 40' 59"E
L13	5.53'	S44° 24' 11"E
L14	20.00'	N37° 12' 40"E
L16	15.01'	N39° 45' 03"E
L17	20.00'	N37° 12' 40"E
L18	15.39'	N24° 16' 56"E
L20	20.00'	N37° 12' 40"E
L21	16.66'	N27° 32' 30"E
L50	20.00'	N35° 05' 29"E
L51	18.17'	N37° 55' 22"E

Line Table		
Line #	Length	Direction
L52	20.00'	N30° 20' 10"E
L53	18.55'	N18° 28' 33"E
L54	20.00'	N25° 09' 38"E
L55	17.58'	N20° 36' 52"E
L56	20.00'	N21° 16' 31"E
L57	15.09'	N27° 23' 32"E
L58	20.00'	N21° 16' 31"E
L59	15.01'	N23° 34' 13"E
L60	20.00'	N21° 16' 31"E
L61	42.42'	N15° 05' 18"E
L62	20.00'	N24° 22' 54"W
L63	15.02'	N21° 27' 03"W
L64	20.00'	N24° 22' 54"W
L65	15.33'	N36° 20' 26"W
L66	22.75'	N24° 22' 54"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	7.71'	5.42'	081°34'34"	7.08'	N19° 12' 56"W
C2	3.80'	2.42'	090°00'00"	3.42'	N33° 22' 54"W
C3	6.94'	5.92'	067°15'10"	6.55'	N33° 37' 35"E
C4	33.87'	80.08'	024°14'06"	33.62'	N33° 43' 55"W
C5	18.39'	106.00'	009°56'26"	18.37'	N36° 40' 32"E
C6	10.78'	76.58'	008°03'50"	10.77'	N27° 40' 24"E
C7	18.19'	83.42'	012°29'41"	18.15'	N29° 53' 20"E
C8	9.87'	36.58'	015°27'12"	9.84'	N28° 24' 34"E
C9	29.13'	193.42'	008°37'45"	29.10'	N24° 59' 51"E
C10	64.78'	111.58'	033°15'46"	63.87'	N12° 40' 50"E
C11	21.07'	130.08'	009°16'48"	21.05'	N09° 04' 20"W
C12	73.21'	60.08'	069°49'04"	68.77'	N48° 37' 16"W
C13	4.31'	193.42'	001°16'37"	4.31'	S28° 40' 25"W
C16	0.17'	60.08'	000°09'54"	0.17'	N13° 47' 41"W
C20	24.82'	193.42'	007°21'08"	24.80'	S24° 21' 33"W
C21	30.83'	109.52'	016°07'38"	30.73'	S21° 23' 54"W
C22	33.96'	111.58'	017°26'07"	33.82'	S04° 46' 01"W
C24	4.14'	130.08'	001°49'20"	4.14'	S05° 20' 36"E
C27	35.75'	60.08'	034°05'45"	35.23'	S30° 55' 31"E
C28	37.29'	60.08'	035°33'25"	36.69'	S65° 45' 06"E



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.



**RIVER CITY**  
CONSULTANTS  
215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
Phone: 970.241.4722  
Fax: 970.241.8841  
www.rccwest.com

## FROG POND SUBDIVISION

Northwest quarter of the Northwest quarter of Section 22 & the Northeast quarter of the  
Northeast quarter of Section 21, T.1S., R1W.,  
Ute Meridian. City of Grand Junction, Mesa County, Colorado

Sheet 3 of 3 Date: 11/23/20 Job No. 0422-031

Surveyed: SL6 Drawn: AKT Checked: TPJ

Drawing name: S:\PROJECTS\0422-031\Frog Pond\Survey\0422-031 Frog Pond Subdivision.dwg



## City of Grand Junction Review Comments

Date: April 16, 2020

Comment Round No. 1

Page No. 1 of 13

Project Name: Frog Pond

File No: PLD-2020-146

Project Location: 2501 Monument Road

Check appropriate ☒ if comments were mailed, emailed, and/or picked up.

Property Owner(s): Frog Pond LLC – Attn: Kevin Bray

Mailing Address: 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501

☒ Email: [kevinbray@brayandco.com](mailto:kevinbray@brayandco.com) Telephone: (970) 270-9985

☐ Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

Representative(s): Cores LLC – Attn: Darah Galvin

Mailing Address: 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501

☒ Email: [darah@brayandco.com](mailto:darah@brayandco.com) Telephone: (970) 263-2956

☐ Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

Developer(s):

Mailing Address:

Email:

Telephone:

☐ Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

### CITY CONTACTS

Project Manager: Scott Peterson, Senior Planner

Email: [scottp@qicity.org](mailto:scottp@qicity.org)

Telephone: (970) 244-1447

Dev. Engineer: Rick Dorris

Email: [rickdo@qicity.org](mailto:rickdo@qicity.org)

Telephone: (970) 256-4034

## City of Grand Junction REQUIREMENTS

(with appropriate Code citations)

### CITY PLANNING

1. Proposal is for Final Subdivision Plan review to develop 12 single-family detached lots, two (2) lots for the existing duplex units for a total of 16 dwelling units along with one (1) lot reserved for future commercial development and two (2) tracts land all on 3.30 +/- acres in an existing PD (Planned Development) zoning district. Comprehensive Plan Future Land Use Map identifies this area as Residential Low (.5 - 2 du/ac). Proposed development is in compliance with the approved Outline Development Plan (ODP) as identified with City file # PLD-2018-350 and City Ordinance number 4826 for Frog Pond. No further response required.

Applicant's Response: Acknowledged

Document Reference:

2. Subdivision Plat:

- a. See Interim City Surveyor and City Development Engineer review comments and revise as applicable.
- b. On Sheet 1, revise City Approval Block to the correct subdivision name.
- c. On Sheet 3, label proposed Landscape & Utility Easement located in front of Lots 4 through 15.
- d. Provide 14' Multi-Purpose Easement adjacent to Monument Road. **Provided a 10' MPE per approved PD plan & City Engineer.**
- e. On Sheets 2 & 3, revise "Irrigation Easement" between Lots 11 & 12 to be a "Utility Easement" as identified on construction plan set drawings.
- f. Label proposed Drainage Easement area that is located outside of Lot 15 (within Tract B). See City Development Engineer review comments for additional information.
- g. On Sheet 1, in the Dedication Block add the following paragraph; "The City of Grand Junction is hereby granted a perpetual easement over that portion of Tract B for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenants thereto over each drainage easement shown hereon. The City of Grand Junction is also dedicated reasonable ingress/egress access to the drainage/detention easement areas. The owner(s) and/or the property owner's association, if one exists, is not relieved of its responsibility to inspect, install, operate, maintain, and repair the detention and drainage facilities."
- h. On Sheet 1, in the Dedication Block, delete the sentence for Irrigation Easement to be granted by separate instrument since no irrigation easements now appear on the plat.
- i. See Review Comment #3 c. and add maintenance/repair easements as applicable.
- j. On Sheet 1, revise City Use Block accordingly.

Code Reference: V-15 of the SSIDS Manual.

**Applicant's Response: Revised as requested**

**Document Reference:**

3. Zero Lot Line Development:

- a. Applicant is proposing to develop the residential portion of the property as a Zero Lot Line Development (Lots 4 through 15). Proposed building setbacks for the commercial lot (Lot 1) are identified within City Ordinance # 4826. **Acknowledged**
  - b. FYI. Per the Zero Lot Line development section of the Code, minimum distance between structures for the Default Zone District of R-5, shall be 10' (Section 21.03.050 (b) (4) (i) of the Zoning & Development Code). Applicant is proposing 15' typically where noted as identified on Sheet C4. No additional response required. **Building footprints removed. 10' easement added for separation, maintenance, and access.**
  - c. Proposed eaves/gutters located on the side of the building with the 0' setback may encroach up to 18" into the abutting lot with appropriate easements created for maintenance/repair purposes. Please address further if proposed structures will encroach over property lines and also provide additional easements as necessary and also identify on the subdivision plat for maintenance/repair purposes such as painting, etc. **10 foot easements have been added to specific neighboring lots for maintenance access**
  - d. FYI. Proposed sides of homes within three feet (3') of the property line, no windows or other openings in the wall are allowed due to building and fire codes. Design structures accordingly.
- Code Reference: Section 21.03.050 (b) of the Zoning & Development Code. **Acknowledged**
- Applicant's Response: See above responses to individual comments**
- Document Reference:**

4. Site Plan (Sheets C3 & C4):

- a. For Lot 15, since an existing Drainage Easement (Reception # 2764922) is recorded over a portion of this lot, proposed building location/envelope will need to be adjusted to accommodate this



existing easement. Permanent structures cannot be placed within an easement. Revise as applicable. **The plan is to vacate this easement and is now labeled as such.**

b. Label width of required landscaping strip adjacent to Monument Road within Tract B at nearest point with parking lot, minimum 5' required. **Label added to sheet C4**

c. Per Zero Lot Line Developments, Sheet C4 is required to be recorded with the proposed Subdivision Plat which identifies the proposed building envelopes, setbacks, potential eave/gutter encroachments (if applicable), maintenance/repair easements, etc. Therefore, please add Mesa County Clerk & Records Certificate to sheet. **County recording signature block added to sheet C4.**

d. Provide Elevation Drawing for proposed trash enclosure. **Elevation Provided with landscape plan.**

e. FYI. Off-street parking requirements: Single-family detached & Two-Family: Minimum 2 off-street parking spaces per dwelling unit. Applicant is proposing 16 dwelling units which would equate to a minimum of 32 off-street parking spaces. Applicant is showing a total of 62 parking spaces on-site. Off-street parking requirements for proposed commercial land use (Lot 1) would be determined at time official submittal. No further response required at this time. **Acknowledged**

Code Reference: V-22 of the SSIDS Manual.

**Applicant's Response: See above responses to individual comments**

**Document Reference:**

#### 5. Conveyance Document(s) & CCR's:

Submit proposed CCR's and Deeds (Tracts and Landscaping Easements to HOA) for review and approval prior to recording.

Code Reference: IV-2 of the SSIDS Manual.

**Applicant's Response: CC&R's and Conveyance docs will be submitted once plat is finalized to avoid errors.**

**Document Reference:**

#### 6. Landscaping Plan:

a. On Sheet L-2, add landscaping island located adjacent to garbage enclosure (in front of Lot 3 – triangle area) (Section 21.06.040 (c) (iv) of the Zoning & Development Code). **Added to landscaping plan.**

b. What is the thought process for landscaping on the individual lots? Will that be left up to the individual homeowners? **The landscaping of individual lots will be the responsibility of the owner of each lot. However, the developer or builder may install the landscaping. Front yard and rear yards will be maintained by HOA.**

c. FYI. At time of initial acceptance of required subdivision improvements, Licensed Landscape Architect shall provide a letter to City Project Manager stating that all landscaping was installed per the approved Landscaping Plan. **Noted.**

Code Reference: V-10 of the SSIDS Manual and Section 21.06.040 of the Zoning and Development Code.

**Applicant's Response: See above responses to individual comments.**

**Document Reference:**

#### 7. Proposed Tract A Dedication to City of Grand Junction:

Applicant is requesting that proposed Tract A be granted to the City of Grand Junction.

Recommendation from the City Parks Board with final determination by the City Council required.

Please submit letter to the City of Grand Junction to formally request proposal. Once letter is received, City Project Manager will process request for an upcoming City Parks Board and City Council meeting.

Code Reference: Section 21.06.020 (a) of the Zoning & Development Code.

**Applicant's Response: Revised letter submitted 9/2/2020.**

**Document Reference:**

8. Fees:

- a. City Park Fee: \$484 per new residential dwelling unit payable at time of individual Planning Clearance issuance (2020 Fee Schedule). This fee will increase to \$743 per lot in 2021. Existing duplex units would be exempt from this fee.
- b. City Open Space Fee: 10% of the value of the raw land payable at time of subdivision plat recording. Submit current MAI Appraisal Report for review for the entire 3.30-acres. If City Council accepts proposed Tract A, depending on appraised value of land, applicant would owe the remaining portion of fee or nothing at all. **The dedication of tract a was pre-determined with the approval of the PD. Because tract A is approximately 30% of the total land, the dedication will exceed the 10% required, thus rendering a calculation of a credit towards the fee unapplicable. Therefore the land dedication letter has been submitted without the MAI appraisal report.**
- c. School Impact Fee: \$920 per new dwelling unit payable at time of Planning Clearance issuance.
- d. Recording Fees: Required at time of Final Subdivision Plat and associated documents recording. Unknown fee at this time.
- e. Plant Investment Fees: Contact City Customer Service Division for sewer fees payable at time of Planning Clearance issuance. Contact Ute Water Conservancy District for water tap fees payable at time of Planning Clearance issuance.

Code Reference: Section 21.06.020 and 030 of the Zoning and Development Code.

**Applicant's Response: Noted.**

**Document Reference:**

9. Revocable Permit – South Redlands Road:

Submit legal description and map exhibit for proposed private water meter gang boxes and water lines that are to be located within South Redlands Road right-of-way. The location of these private meters and lines within right-of-way will require a Revocable Permit. Since these 4-meter gang boxes are not irrigation lines, City Council will be required to review and approve Revocable Permit application. Applicant will be responsible for all associated recording fees.

Code Reference: Section 21.02.180 (d) (2) of the Zoning and Development Code.

**Applicant's Response: During review it was discovered that the existing water meters for the existing structures also extend through the right-of-way. Description and Exhibit for both locations are included with this response.**

**Document Reference:**

## CITY DEVELOPMENT ENGINEER

### FEES

Review Comment: Transportation Capacity Payment (TCP) – To be determined and collected at the time of planning clearance for individual building permits.

Storm Drainage Fee (in lieu of detention) – See comment under Drainage Report.

Inspection Fee – 15 residential units x \$115/unit = \$1725.

**CORRECTION- 12 residential units x \$115 unit = \$1,380**

Fee in Lieu of Utility Undergrounding – 511 frontage (s. Redlands Rd) x \$25.65 /ft = \$13,107.15.

**Applicant's Response: Original narrative had an error and miscounted # of units. Error discovered by addressing and addressed later in comments.**

**Document Reference:**

### GENERAL

Review Comment: When the grading plan is complete, provide a letter from the building department stating they have received hard copies of:

- 1) the geotechnical report,
- 2) the final grading plan, and
- 3) a tabulation of the minimum and maximum finished floor elevations by lot.

This must be the final grading plan and tabulation after all revisions. Include the revision date for the grading plan on the letter; this date must match the revision date on the final plans to be approved by the City.

Applicant's Response: Acknowledged

Document Reference:

Review Comment: This project will impact the neighborhood and/or the traveling public. The Developer's team needs to create a notification and coordination plan up front to minimize impact to the neighborhood. Items to include are (but not limited to) the traveling public/neighbors, school buses and children, mail carriers, and how far the notification is sent. Advanced warning signs similar to those used by CDOT may be required on busy streets.

Applicant's Response: Acknowledged

Document Reference:

Review Comment: Provide a description and exhibit for a revocable permit for the water lines from South Redlands Road to the Frog Pond property. It will be the responsibility of the HOA to maintain these water lines, repair any damage in case of a break, and to relocate them in case South Redlands Road is ever widened.

Applicant's Response: Acknowledged. Description and Exhibit are included with this response.

Document Reference:

**PLANS**

Review Comment: See redlined plans. Respond in different color ink next to each comment and return with written response.

Applicant's Response: Response to written comments included in this submittal

Document Reference:

Review Comment: Sanitary sewer must be stubbed to the upstream property line, in an easement, per the general meeting notes.

Applicant's Response: Sewer is now extended to the private lot to the south

Document Reference:

Review Comment: Show existing water services for the two duplexes.

Applicant's Response: Approximate location of existing water services added to plans

Document Reference:

Review Comment: Sanitary sewer main can't have any bushes or trees over it for 10' each side of the line.

Applicant's Response: Note added to sewer plan & profile sheet

Document Reference:

Review Comment: Outlet Structure Detail



1. I realize this is positioned to collect the south half of the property without having to run a new pipe from the inlet to the basin.
2. With a flat lid manhole and normal opening, this will be very difficult to maintain, someone will have to crawl into the manhole after every storm event.
3. The flow coming from the pipe to the SE could introduce additional debris and create issues even though it is downstream of the WQ plate.
4. This structure needs to be improved to make it easy for the HOA to maintain.
5. There is no screen in front of the water quality plate.
6. There is no design for the stiffener support.
7. There could be significant debris coming from OS-1.

**Applicant's Response:** 1. You are correct. 2. The detail has been modified to call out a metal bar grate top hinged in the middle to facilitate access and to allow visual inspections without opening the top. 3. The flows from the southeast are introduced to the system via a standard area inlet with a standard grate. No large or significant debris will enter the system with said grate in place. A screening plate has been added before the WQ weir, so if fine debris comes through it will not plug the WQ orifice holes. 4. We agree access under the original design was not practical and revisions have been made to facilitate access and visual inspections without opening or entering the structure. 5. We have added a screening plate before the water quality plate. 6. The stiffener material and construction has been added to the detail. 7. Please refer to the response to 3 above.

**Document Reference:**

**Review Comment:** Provide a wall design section with appropriate detail. It looks like there is a gutter on the back side of the wall. This needs to be designed too.

**Applicant's Response:** Additional sheets with greater detail have been added for wall layout and design – sheet C11

**Document Reference:**

## **PLAT**

**Review Comment:** On sheet 2, include the hatch in the legend.

**Applicant's Response:** Added

**Document Reference:**

**Review Comment:** Provide a sewer easement for the sewer main, to the south property line.

**Applicant's Response:** Added

**Document Reference:**

**Review Comment:** Provide a 14' MPE along Monument Road.

**Applicant's Response:** A 10 foot MPE has been added along Monument Road

**Document Reference:**

**Review Comment:** Provide an easement for dry utilities in front of the lots.

**Applicant's Response:** Landscape & Utility easement is shown on the plat

**Document Reference:**

**Review Comment:** Provide the normal easement to the City over the water quality basin.

**Applicant's Response:** Added

**Document Reference:**

**DRAINAGE REPORT**

**Review Comment:** Thank you for performing a detailed drainage basin study, using the 2d modeling, and hosting the Lunch N Learn. When the drainage report is final, provide a thumb drive with all the modeling for documentation purposes.

**Applicant's Response:** Provided with this submittal

**Document Reference:**

**Review Comment:** When the drainage report is final, provide a thumb drive with all the modeling for documentation purposes.

**Applicant's Response:** Acknowledged.

**Document Reference:**

**Review Comment:** Developer to sign final version of drainage report.

**Applicant's Response:** Understood.

**Document Reference:**

**Review Comment:** Label the contours on the Developed drainage plan.

**Applicant's Response:** Contour labels have been added to the drainage plan as requested.

**Document Reference:**

**Review Comment:** On the drainage plan, the description above the design point and flow summary table says, "Water Surface Elevation and Volume Summary." Revise.

**Applicant's Response:** The title of the table has been corrected.

**Document Reference:**

**Review Comment:** Show the storm sewer on the plan.

**Applicant's Response:** The storm drain pipes and structures have been added to the plan as requested.

**Document Reference:**

**Review Comment:** Include flow rates into the pond on the plan.

**Applicant's Response:** The Qp10 and Qp100 flow rates into the pond have been added to the Developed Drainage Plan.

**Document Reference:**

**Review Comment:** Include pond discharge rates on the plan.

**Applicant's Response:** The Qp10 and Qp100 flow rates out of the pond have been added to the Developed Drainage Plan.

**Document Reference:**

**Review Comment:** Section D of the report talks about a water quality basin. Table 5 shows elevations for 10 and 100 yr events. It appears this is only a water quality basin. Please confirm. If water quality, please calculate the fee in lieu of detention.

**Applicant's Response:** The basin is only a water quality basin. The water quality weir elevation is set at the WQCV elevation (4590.33). Any volume above the WQCV is direct discharged over the weir. The 10 and 100-year water surface elevations are included for informational purposes only. A fee in lieu of detention has been calculated and is included in the revised FDR.

**Document Reference:**

**Review Comment:** OS-1 water is being treated because of the outlet structure placement. Is the basin sized for it? If not, it could take longer than 40 hours to drain.

**Applicant's Response:** The WQ basin is only sized for the project area (i.e., the area where improvements will occur). The offsite basin flows will be treated, but once the WQCV for the project is exceeded flows will be direct discharged over the weir keeping the drain time at 40 hours.

**Document Reference:**

**Review Comment:** Section V.C mentions the Ranchmen's ditch. Need to correct.

**Applicant's Response:** The text of Section V.C. has been revised.

**Document Reference:**

**Review Comment:** Was the path raised as described in the Terrain 3 discussion?

**Applicant's Response:** Portions of the trail were raised, and other portions were not. Where the trail was not raised as proposed there are berms/wall proposed to keep the No Thoroughfare flood waters out of Frog Pond. The latest 2D HEC-RAS model uses an as-built terrain model of the trail and the proposed Frog Pond Grading (including walls and berms along the trail).

**Document Reference:**

**Review Comment:** On Site Flooding

1. The report lists four Terrain models, but it isn't clear which one, if any, of the terrains the submitted design mimics. Please describe the submitted design condition and what happens with site flooding.
2. Provide a detail of the project site showing the inundations limits and depths. Show the 100 yr BFEs on No Thoroughfare canyon.
3. IF on-site flooding still occurs, floodplain permits and Elevation Certificates will be required, for all affected structures, to meet the Zoning and Development Code.

**Applicant's Response:** 1. A memorandum to file has been created detailing the latest HEC-RAS model and the input that was used to generate the output. That memo has been included in Appendix E of the FDR. 2. The 100-year (1% annual chance) storm inundation limits and BFEs are shown on a new figure in Appendix E of the FDR. 3. There is water and flows onsite during the 1% annual chance event. However, we don't believe the conditions and limits would be classified as "flooding". The only predicted onsite depths greater than 0.2 feet are within the water quality pond. All predicted flood elevations are greater than 1-foot below proposed finished floor elevations. Accordingly, it is our opinion these waters are not flood waters and Elevation Certificates are not required for this project.

**Document Reference:**

**STORMWATER**

**Review Comment:** Obtain the Mesa County permit.

**Applicant's Response:** Acknowledged. Per guidelines, both county and state permit will be obtained prior to start of construction.

**Document Reference:**

**DIA**



Review Comment: Even though all facilities, except sanitary sewer, are private, they are necessary to construct houses just like in a normal subdivision. Therefore, the DIA needs to include all facilities. Revise and resubmit.

Applicant's Response: While DIA is explicitly intended for public facilities, the applicant and city engineer discussed and agreed to a Certificate of Occupancy hold to ensure construction of infrastructure occurs timely.

Document Reference:

#### CC & R'S

Review Comment: Provide.

Applicant's Response: CCR's will be provided once plat is finalized, to avoid errors.

Document Reference:

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#### INTERIM CITY SURVEYOR – Jodie Grein – [jodie@rcegi.com](mailto:jodie@rcegi.com) (970) 243-8311

Plat:

Sheet 1:

1. There is dedication language for a multi-purpose easement, but I don't see any Multi-Purpose easements on sheet 2 and 3.
2. There is an extra call along the curve in the last line of the legal description.
3. There is a typo in the word "Marked" in the last line of the basis of bearings.

Applicant's Response: Revised as requested

Document Reference:

Sheet 2:

1. Plat name should be located in the title block.
2. There are two symbols on corners of Lot 4 Little Rock Minor Subdivision that should be labeled or removed.
3. The North 1/16 between sections 21 and 22 is MCSM No. 812. The number is missing on both sheet 2 and 3 as well as in the basis of bearing statement.

Applicant's Response: added, MCSM cap is not stamped "812"

Document Reference:

Sheet 3:

1. Bearing and Distance label is missing on the west line of Lot 1.
2. On lot 11 the 10' Irrigation text is typed over other text.
3. On lot 12 there is a text type over on one of the lines.

Applicant's Response: Revised as requested.

Document Reference:

Exhibit

1. The dimension string along the north line doesn't add up to the overall dimension, off by 0.01'.

Applicant's Response: Not sure what exhibit is being referenced.

Document Reference:

Improvement Survey:

1. There is a typo in the first line of the utility note on the lower left corner of the page. It says "port" instead of "part"
2. In the last line of the property description it says to go along the curve an extra time.

**Applicant's Response:** Plat has been deposited, curve is referred to as "along said curve"  
**Document Reference:**

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**CITY FIRE DEPARTMENT – Matt Sewalson – [mattse@gjcity.org](mailto:mattse@gjcity.org) (970) 549-5855**

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1. Anticipated fire flow is 1,670.32 GPM @ 20 PSI. The flow is acceptable for all the proposed residential structures. The flow is not acceptable for the proposed commercial structure and an automatic fire sprinkler system shall be provided. **Acknowledged**
2. Access driveways from public streets into your development are acceptable. **Acknowledged**
3. Interior circulation and access are acceptable. **Acknowledged**
4. Proposed water main extensions, connections to existing mains, and all main sizes are acceptable. **Acknowledged**
5. Proposed fire hydrants are acceptable. **Acknowledged**
6. Provide the following on your Composite Plan:
  - a. The location and size of the underground fire line and Fire Department Connection for the commercial structure. **A stub out line has been added to lot 1, but the exact location for the FDC will not be known until the building is designed.**
7. Provide the following on your Fire Site Plan:
  - a. Show the path of Fire Truck 1 on fire apparatus access roads into and within developments. Apparatus dimensions found at, [http://www.gjcity.org/siteassets/public-safety/fire/fire-prevention/truck-1-dimensions\\_2018.pdf](http://www.gjcity.org/siteassets/public-safety/fire/fire-prevention/truck-1-dimensions_2018.pdf) . **A path for Fire Truck 1 has been added to the fire site plan**
8. All residential occupancies except those designated as group R-3 (i.e. single-family dwellings and duplex structures) are required to have approved fire sprinkler systems. Buildings constructed as townhomes per the International Residential Code (IRC) are considered R-3 occupancies (IFC Chapter 9). Projects that do not meet minimum fire flow requirements may also have to install fire sprinklers or upgrade underground water mains pending approval by the FD. **Acknowledged**
9. Educational information concerning Fire Flow Requirements and Fire Department Access Design Standards (e.g. width, construction material, turn-arounds) related to the 2018 International Fire Code may be obtained online at the Grand Junction Fire Department website. **Acknowledged**
10. All access, internal circulation, fire apparatus roads, etc. must be developed in accordance with the City of Grand Junction TEDs Manual. **Acknowledged**

If you have any questions call the Fire Prevention Bureau at 970-549-5800.

**Applicant's Response:** See above responses to individual comments.

**Document Reference:**

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**CITY ADDRESSING – Pat Dunlap – [patd@gjcity.org](mailto:patd@gjcity.org) (970) 256-4030**

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1. Frog Pond Subdivision is an acceptable subdivision name.
2. According to the General Project Report, there will be "12 new lots with new single-family homes on each lot, one lot each for the 2 existing duplexes, ~~one lot for the tiny homes~~, one lot for the commercial site . . ." For addressing and 9-1-1 purposes, could you be more specific as to which lots those will be so that I can give them appropriate addresses?

**Applicant's Response:** Lot 1-commercial site, lot 2 & 3- existing duplexes, Lots 4-15- single family homes. Lot for Tiny Homes was not included with this application.

**Document Reference:**

## **OUTSIDE REVIEW AGENCY COMMENTS**

**(Non-City Agencies)**

**Review Agency:** Mesa County Building Department

**Contact Name:** Darrell Bay

**Email / Telephone Number:** [Darrell.bay@mesacounty.us](mailto:Darrell.bay@mesacounty.us) (970) 244-1651

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MCBD has no objections to this project.

The following must be provided to our office in paper form

The city approved Soil report, Drainage plan & TOF tabulation sheet

**Applicant's Response:** Noted

**Review Agency:** Xcel Energy

**Contact Name:** Brenda Boes

**Email / Telephone Number:** [Brenda.k.boes@xcelenergy.com](mailto:Brenda.k.boes@xcelenergy.com) (970) 244-2698

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Xcel has no objections, however the Developer needs to be aware that at the time of submitting an application with Xcel the following will be required and could happen:

1. Accurate BTU loads for the new homes will be required.
2. If determined by area engineer that reinforcement is needed to Xcel's gas main to support added loads from subdivision, said reinforcement will be at Developers expense.
3. Reinforcement costs are required to be paid prior to installation.
4. Tariff changes have taken effect as of 10/1/2019 affecting the cost of subdivision lots averaging less than 60'. They will have a standard cost per lot.
5. Xcel will require easement from S-N Broadway for utilities to be brought down into development.

Completion of this City/County review approval process does not constitute an application with Xcel Energy for utility installation. Applicant will need to contact Xcel Energy's Builder's Call Line/Engineering Department to request a formal design for the project. A full set of plans, contractor, and legal owner information is required prior to starting any part of the construction. Failure to provide required information prior to construction start will result in delays providing utility services to your project. Acceptable meter and/or equipment locations will be determined by Xcel Energy as a part of the design process. Additional easements may be required depending on final utility design and layout. Engineering and Construction lead times will vary depending on workloads and material availability. Relocation and/or removal of existing facilities will be made at the applicant's expense and are also subject to lead times referred to above. All Current and future Xcel Energy facilities' must be granted easement.

**Applicant's Response:** Comments Noted.



**Review Agency: Ute Water Conservancy District**

**Contact Name: Jim Daugherty**

**Email / Telephone Number: [jdaugherty@utewater.org](mailto:jdaugherty@utewater.org) (970) 242-7491**

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Per the District Policies, separate water meters/taps must be purchased for the created parcels/lots. For the proposed private fire line and the service for Lot 2 and 3:

- A cross connection survey may be found at the following link (<http://www.utewater.org/backflow>) and must be submitted along with a mechanical drawing to the District (Joseph Lambert) for further review and approvals.
- Installation of all backflow equipment shall be per Ute Water Standards. Developer will be required to engineer, purchase, install and maintain all necessary equipment.
- An initial test on the BFPD will be made by the District at no cost for the developer; arrangements for this first test should be made with District personnel for final approval.
- Submit mechanical drawing and a completed survey to:

Joseph Lambert

Cross Connection Program Administrator

Ute Water Conservancy District

Main Office: 242.7491

Direct Line: 256.2883

Cell: 852.1109

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

If you have any questions concerning any of this, please feel free to contact Ute Water.

**Applicant's Response: Comments noted.**

**Review Agency: 5-2-1 Drainage Authority**

**Contact Name: Mark Barslund**

**Email / Telephone Number: [markb@gjcity.org](mailto:markb@gjcity.org) (970) 256-4106**

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CSWMP submitted needs a few corrections to include 3.b.4. Masonry washout needs to go in the site control measure. The CSWMP also lacks a detail spec in Appendix C for Construction Dewatering in reference to Dewatering on page 12. Drainage Report received. A copy of the CDPHE permit, a signed and notarized, in 4 pages, in Black ink only, O&M agreement, a 5.2.1 permit with the fee payment found on page 4 is also needed. All docs can be found on the 5.2.1 website.

**Applicant's Response: Corrections have been made and detail spec has been added. References have been updated to Mesa County Stormwater.**

**Review Agency: United States Postal Service**

**Contact Name: Christopher W. Buzzell**

**Email / Telephone Number: [Christopher.w.buzzell@usps.gov](mailto:Christopher.w.buzzell@usps.gov) (970) 244-3404**

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All new development must be centralized with the cost of mailbox purchase the sole responsibility of the developer. The USPS will now install mailbox units once they are ordered and concrete pad has been poured. This is at no additional cost to the developer. Mailbox equipment may be purchased from [www.florencemailboxes.com](http://www.florencemailboxes.com) Location of mailbox equipment must be pre-approved by local USPS management. For any questions, please contact:

Chris Buzzell

(970) 260-3719

Plat maps can be submitted to:

[Christopher.w.buzzell@usps.gov](mailto:Christopher.w.buzzell@usps.gov)

To determine mailbox placement.

**Applicant's Response: A mailbox pad has been added**

## **REVIEW AGENCIES**

(Responding with “No Comment” or have not responded as of the due date)

**The following Review Agencies have responded with “No Comment.”**

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1. Bureau of Reclamation

**The following Review Agencies have not responded as of the comment due date.**

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1. Redlands Water & Power
2. Regional Transportation Planning Office (RTPO)
3. Century Link
4. Spectrum/Charter Communications
5. Mesa County Assessor's Office
6. Army Corps of Engineers
7. Mesa County Valley School District 51

The Petitioner is required to submit electronic responses, labeled as “**Response to Comments**” for the following agencies:

1. **City Planning**
2. **City Development Engineer**
3. **City Surveyor**
4. **City Fire Department**
5. **City Addressing**
6. **Ute Water Conservancy District**
7. **Mesa County Stormwater**

Date due: **July 16, 2020**

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

**I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.**

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**Applicant's Signature**

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**Date**

## City of Grand Junction Review Comments

Date: October 30, 2020      Comment Round No. 2      Page No. **1 of 9**  
Project Name: Frog Pond      File No: PLD-2020-146  
Project Location: 2501 Monument Road

Check appropriate ☒ if comments were mailed, emailed, and/or picked up.

Property Owner(s): Frog Pond LLC – Attn: Kevin Bray

Mailing Address: 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501

☒ Email: [kevinbray@brayandco.com](mailto:kevinbray@brayandco.com)      Telephone: (970) 270-9985

Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

Representative(s): Cores LLC – Attn: Darah Galvin

Mailing Address: 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501

☒ Email: [darah@brayandco.com](mailto:darah@brayandco.com)      Telephone: (970) 263-2956

Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

Developer(s):

Mailing Address:

Email:

Telephone:

Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

### CITY CONTACTS

Project Manager: Scott Peterson, Senior Planner

Email: [scott@qcity.org](mailto:scott@qcity.org)      Telephone: (970) 244-1447

Dev. Engineer: Rick Dorris

Email: [rickdo@qcity.org](mailto:rickdo@qcity.org)      Telephone: (970) 256-4034

## City of Grand Junction REQUIREMENTS

(with appropriate Code citations)

### CITY PLANNING

#### 1. Subdivision Plat:

- See City Surveyor review comments and revise as applicable.
- On Sheet 1, in the City Use Block, delete the reference to Tract A, since this tract will be granted to the City of Grand Junction within the Dedication Block. No separate document for recording is necessary. **Removed**
- On Sheet 1, in the Dedication Block, reword the 10' Access Easement paragraph to the following; "The 10' Access & Maintenance Easements are granted to the Frog Pond Home Owners Association by separate instrument." **Revised as requested**
- On Sheets 2 & 3, label the 10' Access Easement on each lot to also be a "10' Access & Maintenance Easement." (Since Sheet C4 also identifies this easement as a Maintenance Easement.) **Revised as requested**
- On Sheet 3, Detail A, the North Arrow is orientating the wrong way. **No, it is correct as I have it.**
- On Sheets 2 & 3, label 7' Utility Easement that bisects Lot 4 as a "Private Utility Easement."  
**The nature of this easement will be defined by the vesting deed.**



g. On Sheets 2 & 3, label 10' Utility Easement within Lot 5 as a "Private Utility Easement."

**The nature of this easement will be defined by the vesting deed.**

h. On Sheet 1, in the Dedication Block, add the words "that portion" to the first sentence of The City of Grand Junction paragraph to read as follows; "The City of Grand Junction is hereby granted a perpetual easement over that portion of Tract B....." **Replaced language with that published by the city verbatim.**

i. On Sheets 2 & 3, label the 20' Sanitary Easement as "20' Sanitary Sewer Easement." **Revised**

j. On Sheet 1, in the Dedication Block, add the word "Sanitary" to the "All sewer easements....." paragraph. **Revised**

k. On Sheet 1, in the Dedication Block, revise The 10' Utility Easement across Lot 5....., sentence to read as follows; "All Private Utility Easements are to be granted by separate instrument to the Frog Pond Home Owners Association by separate instrument." **Revised**

l. On Sheets 2 & 3, label all Utility Easements as "Private" as applicable. **Not applicable**

m. On Sheet 1, in the Dedication Block, delete the paragraph for the "All Utility Easements are dedicated to the City of Grand Junction....." since the only easements that the City are accepting is the 20' Sanitary Sewer and Multi-Purpose Easements, which are covered by separate paragraphs. **Revised**

n. On Sheet 1, in the City Use Block, add "Private Utility Easements." **Added "utility easements to frog pond HOA"**

o. FYI. Status of proposed 7' Drainage Easement (public or private) within Lot 15 to be determined after review of updated/revised Drainage Report. See Review Comment #6 for additional information. Code Reference: V-15 of the SSIDS Manual.

**Applicant's Response:** Per survey and legal counsel nature of the easements are defined in the conveyance documents and the purpose of the plat is solely for location.

**Document Reference:**

## 2. Site Plan (Sheets C3 & C4):

a. See Review Comment #1 d. and re-label as applicable on Sheet C4. **Revised as requested.**

b. What is the applicant's intention with the remnant portion of Lot 4 since the proposed 7' Private Utility Easement bisects the property? Suggest the remnant portion be a separate HOA tract for ownership and maintenance responsibilities. **Building envelope hatching added to clarify applicant's intention.**

c. What are the three little squares located directly across from Lots 11 & 12? Is it an area reserved for individual residential garbage dumpsters? **Individual dumpsters removed and replaced with large dumpster.**

Code Reference: V-22 of the SSIDS Manual.

**Applicant's Response:**

**Document Reference:**

## 3. Conveyance Document(s) & CCR's:

a. As a reminder, submit proposed CCR's and Deeds (Tracts and Landscaping/Utility Easements to HOA) for review and approval prior to recording. **Noted**

b. In the CCR's, add a Section stating that landscaping of the individual lots will be the responsibility of each property owner (as currently proposed by applicant). The applicant has also stated that the front and rear yards of the individual lots will be maintained by the HOA. Please address further within CCR's for clarity, how much landscaping will be required on each individual lot and maintenance responsibilities, etc **Included see section 3.1.4, 3.2 and 2.3.3**

c. In the CCR's, add a Section concerning the Access and Maintenance Easements located on Lots 4 through 15. Clarify if proposed eaves/gutters located on the side of the building within the 0' setback will encroach into the abutting lot (up to 18" max) and how maintenance/repair and painting will be handled. Also, the Access Easement will need to cover HOA access to the Landscape Easement located in front and behind each lot. **See CCR's section 3.7, 3.8**

- d. In the CCR's, clearly define what utilities will be located within the proposed Private Utility Easements as shown on the subdivision plat along with access and maintenance requirements, if applicable. **Included in CCR's see section 2.3.2 and 3.12**
- e. If proposed as a private 7' Drainage Easement to the HOA, submit granting document for review (Plat indicates a 7' Drainage Easement within and adjacent to Lot 15. **Drainage accommodated in conveyance of landscape easement. Plat revised to show. CCR's reference landscape easement in 1.16 and 3.2.3**

Code Reference: IV-2 of the SSIDS Manual.

**Applicant's Response:**

**Document Reference:**

#### 4. Landscaping Plan:

- a. On Sheet L-2, add landscaping island (rock mulch, shrubs, etc.) located adjacent to garbage enclosure (in front of Lot 3 – triangle area) (Section 21.06.040 (c) (iv) of the Zoning & Development Code). *This comment is a carry-over from the 1<sup>st</sup> Round of Review Comments and was not addressed by the applicant.* **a. Done**
- b. Add individual lot numbers for clarity. This was inadvertently omitted between Rounds 1 & 2. **b. Done**
- c. On Sheet L-1, label type of ground cover proposed between parking lot spaces and 5' wide landscaping strip for the area adjacent to Monument Road within the applicant's property **c. Done**
- d. On Sheet L-1, Trash Enclosure detail wording is unreadable (too small) on printed 11" x 17" sheet. Suggest adding a third sheet or add detail drawing to construction plan set drawings. Also, add overall height of enclosure. Enclosure shall not be taller than 6' in height (Section 21.04.040 (h) (1) (vi) (C) of the Zoning & Development Code). **d. L-3 has been created for the trash enclosure detail**
- Code Reference: V-10 of the SSIDS Manual and Section 21.06.040 of the Zoning and Development Code.

**Applicant's Response:**

**Document Reference:** L-1, L-2, L-3

#### 5. Proposed Tract A Dedication to City of Grand Junction:

Applicant is requesting that proposed Tract A be granted to the City of Grand Junction. Per Section 21.06.020 (a) (4) of the Zoning & Development Code, *"The City Council may accept the dedication of land in-lieu of payment so long as the fair market value of the land dedicated to the City is not less than 10% of the value of the property."* Based on this requirement, the applicant will need to provide what the "fair market value of the land to be dedicated" actually is. The City would then compare that against the submitted appraisal report to ensure that it is not less than 10% of the value of the property. Therefore, please submit MAI Appraisal Report that encompasses the appraised value of the Frog Pond development for review, minus the value of the existing buildings, prior to City Council review of request.

Code Reference: Section 21.06.020 (a) of the Zoning & Development Code.

**Applicant's Response:** Appraisal has been ordered expected prior to end of December

**Document Reference:**

#### 6. Requested Drainage Easement Vacation:

Applicant is requesting to vacate the existing public Drainage Easement as recorded in Reception # 2764922. However, the City will withhold processing of this application until review of the applicant's updated/revised Drainage Report. See City Development Engineer review comments for additional information.

Code Reference: Section 21.02.100 of the Zoning & Development Code.

**Applicant's Response:** NOTED, which is why it is still showing on the plat, which will be removed prior to recording provided the drainage easement is vacated.

**Document Reference:**



7. Fees:

- a. City Planning Inspection Fee: \$55.00 payable at time of subdivision plat recording. This fee was inadvertently omitted from the Round 1 Review Comments. **Noted**
- b. City Open Space Fee: 10% of the value of the raw land payable at time of subdivision plat recording. Submit current MAI Appraisal Report for review for the entire 3.30-acres. If City Council accepts proposed Tract A, depending on appraised value of land, applicant would owe the remaining portion of fee or nothing at all. See Review Comment #5 for additional information.

Code Reference: Section 21.06.020 of the Zoning and Development Code.

**Applicant's Response:** Waiting on appraisal to be completed, expected by end of December.

**Document Reference:**

8. Revocable Permit – South Redlands Road:

City Surveyor has reviewed and approved submitted legal description(s) and map exhibit(s) for proposed private water meter gang boxes and private water meters/lines that are to be located within South Redlands Road right-of-way that serve both the existing duplex units and proposed Frog Pond development. Please submit legal description in a WORD document in preparation for Revocable Permit review by the City Council. Applicant's Surveyor will also need to sign and stamp both exhibits. Once WORD documents are submitted and exhibits signed and stamped, City Project Manager will schedule Revocable Permit application for the next available City Council meeting.

Code Reference: Section 21.02.180 (d) (2) of the Zoning and Development Code.

**Applicant's Response:** Signed, stamped exhibits and WORD documents are included with this response.

**Document Reference:**

## **CITY DEVELOPMENT ENGINEER**

### **FEES**

Review Comment: Storm Drainage Fee (in lieu of detention) – River City to provide drainage fee in lieu of detention calculation.

Inspection Fee – 12 residential units x \$115/unit + 1 commercial lot at \$125 = \$1505.

**Applicant's Response:**

**Document Reference:**

### **GENERAL**

Review Comment: Provide the letter from the building department.

**Applicant's Response:** Will be provided prior to construction

**Document Reference:**

Review Comment: Provide the document for the 22.5' slope easement to the north.

**Applicant's Response:** Reference has been corrected to refer to drainage easement recorded at reception #2929510. Copy included with this submittal.

**Document Reference:**

### **PLANS**

Review Comment: On the landscape plan, the symbol for turf and native seed with concrete edger is the same. Be clear and specific where turf is to be planted and where native seed is to be planted.

**Applicant's Response:** Difference between native and turf is now apparent.

**Document Reference:**



Review Comment: Sheet C10:

1. the curb and gutter stops at the edge of the lot 14 building and discharges the entire flow off the hillside very close to the house foundation. The curb and gutter needs to be extended further north to get away from the building. Also, this entire flow is traveling down a 7% slope to an inlet and will be erosive. Either the engineering plans or the landscape plan needs to provide proper erosion protection.

Applicant's Response: Curb & gutter has been redesigned to channel flows away from house foundations and has been changed to a v-pan for the northern section that extends to the inlet to provide erosion protection.

Document Reference:

Review Comment: Sheet C11:

1. Good solution to the slope and drainage situation behind the buildings.
2. The walls are taller than 4' and required building permits. The plans don't discuss timing of wall construction. Developer's team to discuss permitting with the building department and relay the approach to the City. Add notes to the plans as needed.
3. Provide structural detail for MSE wall or note requiring shop drawings to be approved by engineer of record. Typical design for MSE walls this tall require geotextile or geogrid behind the wall for several feet..

Applicant's Response: Notes have been added to the appropriate sheets.

Document Reference: C11

## PLAT

Review Comment: The map calls for a "sanitary easement" but the description on page 1 calls for a "sewer easement." See City Planning review comment for correct wording on the plat.

Applicant's Response: Renamed "sanitary sewer easement"

Document Reference:

## DRAINAGE REPORT

Review Comment: A recent discussion indicates there is a lot of runoff coming from Martell Drive across South Redlands Road, down the hill, and onto the site. In looking at contours on GIS, there is a sizable area of the Heatheridge Estates subdivision draining to South Redlands Road. The drainage report's off-site basin ends at the west side of South Redlands Road. There is also an inlet and pipe under Redlands at 373 Rodell Drive which wasn't accounted for. This flow significantly changes the drainage situation on the back side of the units. The drainage report and drainage design need to be revised based on this information.

Applicant's Response: The offsite drainage area has been incorporated into the model and conveyance features have been sized accordingly.

Document Reference:

Review Comment: When the drainage report is final, provide a thumb drive with all the modeling for documentation purposes. The response said this was provided but we have no record of it.

Applicant's Response: The thumb drive will be provided to the City after final approval.

Document Reference:

Review Comment: A new exhibit was included in appendix E of the drainage report that shows shallow backwater flooding on site and the response describes it as less than 0.2' depth. Because this appears to be backwater, the finished floor elevations shown on the grading plan are more than 1.0' above the BFE, and the hydrologic model is conservative, no floodplain permits or floodplain elevation certificates are required. The normal finished floor certification statements required by the building department are adequate confirmation.

Applicant's Response: Understood, thank you.

Document Reference:

## **STORMWATER**

Review Comment: Obtain the Mesa County permit.

Applicant's Response: Mesa County Permit has been applied for.

Document Reference:

## **DIA**

Review Comment: We need to discuss specifics for the modified project security for the private improvements. Please call.

Applicant's Response: Agreed in concept to a C/O hold on lot 14 and Lot 4 for substantial completion requirement, waiting on follow-up from City Engineer on details for review

Document Reference:

Review Comment: For the sanitary sewer DIA, Include money for Developer's inspection costs.

Applicant's Response: Added.

Document Reference:

## **CC & R'S**

Review Comment: Provide.

Applicant's Response: Provided an awesome set of CCR's including requested reference to revocable permit in 3.1.10

Document Reference:

## **CITY SURVEYOR – Renee Parent – [reneep@gjcity.org](mailto:reneep@gjcity.org) (970) 256-4003**

See markups for plat pages 2 and 3 that go with the below comments.

Checked Closure and Areas for sub boundary, lots and easements. Sub boundary ok for both parcels. I could not get Lots 13 and 14 to close. Please recheck and update. I could not check Lot 1 due to missing information. I will recheck these lots and the tracts on the next version along with the areas. Data added

Drainage Easement in 'Detail A' does not appear to be mathematically coincident with Lot 15 (east line drainage easement with west line Lot 15). It looks like coincidence was intended, please check. Tie (L13) adjusted.

Add the word 'sewer' to the existing (20' Sanitary easement) label.

Revised

For Tracts A and B, report area in acres.

**Revised**

Adjoiner to the north of Tract A does not look correct, please update.

**Revised**

Add recording information to the adjoiner south of Tract B.

**Revised**

There looks to be typos for the labels on the South line NW1/4 NW1/4 Sec. 22 and the South line NE1/4 NE1/4 Sec. 21.

**The line to the east is in fact the south line of the northwest quarter, the other line was revised.**

Per 38-51-106 (k) the conflicting boundary information shown on the improvement survey needs to be included on the subdivision plat. I agree with the boundary shown/agree with the monuments rejected.

**Conflicting monuments added,**

There is a missing dimension on the westerly line of Lot 1, please add.

**Added**

Is the drainage easement, Rec. No. 2764922 shown across Lot 15 going to be vacated? If so, please update plat and provide vacation document.

**Applicant's Response: easement is to be vacated prior to recording of the plat. Will remove from plat when vacation document is completed, prior to recording of plat.**

**Document Reference:**

Both Permit Documents were reviewed. No issues identified.

**Applicant's Response: Comments Acknowledged.**

**Document Reference:**

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**CITY FIRE DEPARTMENT – Matt Sewalson – [mattse@gjcity.org](mailto:mattse@gjcity.org) (970) 549-5855**

1. Location and size of the underground fire line is acceptable. Note: FDC shall be within 150 feet of a hydrant and will be verified during the building permit process.

2. Fire site plan is acceptable.

No further comments from the Grand Junction Fire Department Fire Prevention Bureau.

**Applicant's Response: Comments Acknowledged.**

**Document Reference:**

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**CITY ADDRESSING – Pat Dunlap – [patd@gjcity.org](mailto:patd@gjcity.org) (970) 256-4030**

1. Thank you for clarifying the what the lots will be.

2. Addresses will be provided at time of final approval.

**Applicant's Response: Acknowledged**

**Document Reference:**

## **OUTSIDE REVIEW AGENCY COMMENTS**

**(Non-City Agencies)**



**Review Agency: Ute Water Conservancy District**

**Contact Name: Jim Daugherty**

**Email / Telephone Number: [jdaugherty@utewater.org](mailto:jdaugherty@utewater.org) (970) 242-7491**

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Per the District Policies, separate water meters/taps must be purchased for the created parcels/lots. For the proposed private fire line and the service for Lot 2 and lot 3:

- The District has submitted comments to the Engineer directly.
- A cross connection survey may be found at the following link (<http://www.utewater.org/backflow>) and must be submitted along with a mechanical drawing to the District (Joseph Lambert) for further review and approvals.
- Installation of all backflow equipment shall be per Ute Water Standards. Developer will be required to engineer, purchase, install and maintain all necessary equipment.
- An initial test on the BFPD will be made by the District at no cost for the developer; arrangements for this first test should be made with District personnel for final approval.
- Submit mechanical drawing and a completed survey to:

Joseph Lambert

Cross Connection Program Administrator

Ute Water Conservancy District

Main Office: 242.7491

Direct Line: 256.2883

Cell: 852.1109

- HOA/Management Co. shall be responsible for private fire line billing.

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

If you have any questions concerning any of this, please feel free to contact Ute Water.

**Applicant's Response: Comments Acknowledged.**

**Review Agency: Mesa County Stormwater**

**Contact Name: Josh Martinez**

**Email / Telephone Number: [Joshua.martinez@mesacounty.us](mailto:Joshua.martinez@mesacounty.us) (970) 683-4206**

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Mesa County Construction Stormwater Permit will be required for the project. Application can be completed online at: <https://www.mesacounty.us/publicworks/permits/>

Once application is received, applicable permit fees will need to be paid. \*Review fee needs to be paid before review of Stormwater Management Plan can be conducted.\*

Stormwater Management Plan that was provided in initial submittal will be review for minimum State requirements, any comments will be provided back to applicant for revisions/corrections.

Project will require a completed and signed Post-Construction Stormwater Control Operations and Maintenance Agreement. O&M Form can be found at:

<https://stormwater.mesacounty.us/globalassets/stormwater/forms/documents/post-construction-om-agreement-form.pdf>

Copy of State Discharge Permit will need to be submitted to Mesa County Stormwater Division before MS4 Permit will be issued.

**Applicant's Response: Have applied for County permit but will hold off on state permit until approval of plans.**

# REVIEW AGENCIES

(Responding with “No Comment” or have not responded as of the due date)

The following Review Agencies have not responded as of the comment due date.

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1. N/A.

The Petitioner is required to submit electronic responses, labeled as “**Response to Comments**” for the following agencies:

1. **City Planning**
2. **City Development Engineer**
3. **City Surveyor**
4. **Ute Water Conservancy District**
5. **Mesa County Stormwater**

Date due: **January 30, 2021**

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

**I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.**

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**Applicant's Signature**

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**Date**

## City of Grand Junction Review Comments

Date: January 29, 2021      Comment Round No. 3      Page No. 1 of 7  
Project Name: Frog Pond      File No: PLD-2020-146  
Project Location: 2501 Monument Road

Check appropriate ☒ if comments were mailed, emailed, and/or picked up.

Property Owner(s): Frog Pond LLC – Attn: Kevin Bray

Mailing Address: 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501

☒ Email: [kevinbray@brayandco.com](mailto:kevinbray@brayandco.com)      Telephone: (970) 270-9985

☐ Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

Representative(s): Cores LLC – Attn: Darah Galvin

Mailing Address: 244 N. 7<sup>th</sup> Street, Grand Junction, CO 81501

☒ Email: [darah@brayandco.com](mailto:darah@brayandco.com)      Telephone: (970) 263-2956

☐ Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

Developer(s):

Mailing Address:

Email:

Telephone:

☐ Date Picked Up: \_\_\_\_\_ Signature: \_\_\_\_\_

### CITY CONTACTS

Project Manager: Scott Peterson, Senior Planner

Email: [scottp@qicity.org](mailto:scottp@qicity.org)      Telephone: (970) 244-1447

Dev. Engineer: Rick Dorris

Email: [rickdo@qicity.org](mailto:rickdo@qicity.org)      Telephone: (970) 256-4034

## City of Grand Junction REQUIREMENTS

(with appropriate Code citations)

### CITY PLANNING

#### 1. Subdivision Plat:

- See City Surveyor review comments and revise as applicable.
- In the Dedication Block, verify correct name of homeowner's association within applicable paragraphs. CCR's reference that the Association name is "Frog Pond Owners Association Inc," not Frog Pond Homeowners Association as currently stated.
- On Sheet 1, in the Dedication Block, add the words "on Tract B" to the end of the first sentence of The City of Grand Junction paragraph to read as follows; "The City of Grand Junction is hereby granted a perpetual easement for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenants thereto over each drainage easement shown on Tract B....."
- On Sheets 2 & 3, revise Drainage Easement to the City within Tract B (Detail A), to encompass the storm sewer manhole area located adjacent to the north property line.
- On Sheets 2 & 3, within the Landscape Easement located behind Lots 4 through 15, also label as a Drainage Easement since these areas will carry off/on-site water behind the retaining wall.



- f. On Sheets 2 & 3, provide a Drainage Easement for the storm sewer line between Lots 2 & 3.
- g. On Sheet 1 in the Dedication Block, within the All Utility Easements to be granted to the HOA paragraph, add the word "Drainage." Therefore, All Utility and Drainage Easements are to be granted to the HOA.

Code Reference: V-15 of the SSIDS Manual.

Applicant's Response:

Document Reference:

## 2. Site Plan (Sheets C3 & C4):

- a. Trash dumpster enclosures shall be required around each dumpster location. Please identify/label proposed enclosure for the dumpster located directly across from Lots 11 & 12 to match the other two on-site locations.

- b. CCR's define residential and commercial designated parking spaces (Section 2.3.1 of the CCR's). If applicable, label designated areas on Site Plan.

Code Reference: V-22 of the SSIDS Manual.

Applicant's Response:

Document Reference:

## 3. Conveyance Document(s) & CCR's:

If applicant's attorney has any questions concerning these review comments, please contact Assistant City Attorney, Jamie Beard for additional information or clarification.

- a. As a reminder, submit proposed Deeds (Tracts, Drainage, Access & Maintenance, and Landscaping/Utility Easements to HOA) for review and approval prior to recording.

- b. Provide verification that the HOA has filed with the Colorado Secretary of State's Office.

- c. CCR's: General Comments are as follows;

Recitals A. If the City accepts Tract A then it must be removed from the "Property" distinction.

Section 1.9: FYI. Must include Tract A if City does not agree to take.

Section 1.16: Who is responsible for retaining wall maintenance within the last sentence of the paragraph. Should be the HOA.

Section 1.17: Member should be defined as in the Bylaws, this document is the Declaration.

Section 2.1: Why is the Hillside Maintenance Area not a common element?

See Review Comment #2 b. and revise Section 2.3.1., if applicable.

Section 2.5: What is this section trying to accomplish?

Section 3.12: No blanket easement. Planning Clearances will not be issued on blanket easements. Just refer to easements as identified on the subdivision plat.

Section 4.8.3: Why would the association collect real property taxes and assessments?

Code Reference: IV-2 of the SSIDS Manual.

Applicant's Response:

Document Reference:

## 4. Landscaping Plan:

On Sheet L-3, City Project Manager could not find label which identifies the overall height of the proposed trash enclosure. Please add. Enclosure shall not be taller than 6' in height (Section 21.04.040 (h) (1) (vi) (C) of the Zoning & Development Code).

Code Reference: V-10 of the SSIDS Manual and Section 21.06.040 of the Zoning and Development Code.

Applicant's Response:

Document Reference:

5. Proposed Tract A Dedication to City of Grand Junction:

a. Please have Mr. Nisley provide an Addendum to the MAI Appraisal Report regarding the appraised value of the land area specifically related to proposed Tract A that the City would receive. Appraisal would need to show that proposed Tract A exceeds the value of 10% of the overall site appraised at \$152,000 (\$15,200). Current Appraisal Report divides the property into thirds with an overall appraised value of \$45,000 per acre. City Staff is requesting an appraised value of land specifically related to this 1-acre of land (proposed Tract A) which should be less than \$45,000-acre due to its development constraints. Zoning Code states as follows; *The City Council may accept the dedication of land in lieu of payment so long as the fair market value of the land dedicated to the City is not less than 10 percent of the value of the property.*

b. Prior to City Council review of land dedication for Tract A, Applicant will need to resolve issue of existing shed structures that are currently identified/located within proposed Tract A. It appears that the encroachments are associated with the property located at 115 Glade Park Road.

Code Reference: Section 21.06.020 (a) of the Zoning & Development Code.

Applicant's Response:

Document Reference:

6. Requested Drainage Easement Vacation:

Applicant is requesting to vacate the existing public Drainage Easement as recorded in Reception # 2764922. City Public Works staff is supportive of the request. Planning Commission and City Council review and approval required (Public Hearings). City Project Manager will tentatively schedule proposed vacation request for the February 23, 2021 Planning Commission Meeting and the March 17, 2021 City Council Meeting. City Project Manager will notify applicant if for any reason this schedule would change. If applicant cannot attend these hearing dates, please notify City Project Manager for alternative dates.

Code Reference: Section 21.02.100 of the Zoning & Development Code.

Applicant's Response:

Document Reference:

7. Revocable Permit – South Redlands Road:

FYI. City Project Manager will schedule Revocable Permit application for the March 3, 2021 City Council meeting for the proposed private water meter gang boxes and private water meters/lines that are to be located within the South Redlands Road right-of-way.

Code Reference: Section 21.02.180 (d) (2) of the Zoning and Development Code.

Applicant's Response:

Document Reference:

## **CITY DEVELOPMENT ENGINEER**

### **FEES**

Review Comment: Storm Drainage Fee (in lieu of detention) – River City to provide drainage fee in lieu of detention calculation.

Applicant's Response:

Document Reference:

### **GENERAL**

Review Comment: Provide the signed letter from the building department.

Applicant's Response:

Document Reference:

## **PLANS**

Review Comment:

Sheet C15

1. The pipe sizes on the outlet structure detail don't match the pipe sizes in the plan view.
2. The grate elevation on the NE inlet (SDAI J2) doesn't match table 5 in the drainage report.
3. Consider installing a curb around this inlet (at the edge of the apron) on the north and east sides. That will keep water from bypassing the inlet and causing erosion.
4. The HGL on this inlet is 1.15' above the inlet grate, using the drawing elevations, so the 100-yr event will flow past this inlet and onto neighboring property where there is a drainage easement. The pipe is likely the limiting factor. Is erosion protection needed on the slope to the north?
5. The notes at the bottom of table 6 in the drainage report contradict this situation. Please clarify.

Applicant's Response:

Document Reference:

## **DRAINAGE REPORT**

Review Comment:

When the drainage report is final, provide a thumb drive with all the modeling for documentation purposes. The response said this was provided but we have no record of it.

Applicant's Response:

Document Reference:

Review Comment:

Section II.C needs to be revised to be consistent with the changes made earlier in the report and the significant flow coming from OS-2 and 3.

Applicant's Response:

Document Reference:

Review Comment:

Was the capacity of the curb behind the houses checked to ensure it can handle the flow from OS-2 and 3? The calculations were not reviewed for this and it wasn't stated in the report body.

Applicant's Response:

Document Reference:

Review Comment:

On the developed drainage plan, show design points for all inlets and the discharge information for the water quality basin.

Applicant's Response:

Document Reference:

Review Comment:

Be sure to have the Developer sign the final version of the report.

Applicant's Response:

Document Reference:

## **STORMWATER**

Review Comment:

Obtain the Mesa County permit.

Applicant's Response:

Document Reference:



**DIA**

Review Comment: A DIA and security is required for the sanitary sewer since it is public. The rest of the utilities and site improvements are private. The City proposes to hold Certificates of Occupancy to secure them. The CO hold language is being determined outside review comments.

Applicant's Response:  
Document Reference:

Review Comment: Sanitary sewer exhibit B is good.

Applicant's Response:  
Document Reference:

**CC & R'S**

Review Comment: They need to specifically call out maintenance of the water quality basin and the on-site drainage facilities including the curb behind the houses. When responding, to save review time, please identify where this is addressed.

Applicant's Response:  
Document Reference:

**CITY SURVEYOR – Renee Parent – [reneep@gjcity.org](mailto:reneep@gjcity.org) (970) 256-4003**

---

Reviewed updated plat. Thank you for the changes. I did NOT create a markup for this review.

**Page 1**

Show areas in acres in the area summary box to 2 decimals.

Applicant's Response:  
Document Reference:

**Page 2**

Please add north arrows to details A-G as the orientation appears different than the page.

Applicant's Response:  
Document Reference:

**Page 3**

Verified changes to Lot 1, Lot 14 and location of northerly drainage easement with new dimensions. All ok.

Could not check Lot 13 due to C14 was not included in the curve table. Please update and resubmit for checking.

Applicant's Response:  
Document Reference:

**ASSISTANT CITY ATTORNEY – Jamie Beard – [jamieb@gjcity.org](mailto:jamieb@gjcity.org) (970) 256-4032**

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See City Planning and City Surveyor review comments and revise as applicable.

Applicant's Response:  
Document Reference:

# OUTSIDE REVIEW AGENCY COMMENTS

## (Non-City Agencies)

**Review Agency:** Ute Water Conservancy District

**Contact Name:** Jim Daugherty

**Email / Telephone Number:** [jdaugherty@utewater.org](mailto:jdaugherty@utewater.org) (970) 242-7491

---

Per the District Policies, separate water meters/taps must be purchased for the created parcels/lots. For the proposed private fire line and the service for Lot 2 and Lot 3:

- The District submitted comments to the Engineer directly...none of which were incorporated!
- The District will resubmit those comments to the City Reviewer to forward.
- A cross connection survey may be found at the following link (<http://www.utewater.org/backflow>) and must be submitted along with a mechanical drawing to the District (Joseph Lambert) for further review and approvals.
- Installation of all backflow equipment shall be per Ute Water Standards. Developer will be required to engineer, purchase, install and maintain all necessary equipment.
- An initial test on the BFPD will be made by the District at no cost for the developer; arrangements for this first test should be made with District personnel for final approval.
- Submit mechanical drawing and a completed survey to:

Joseph Lambert

Cross Connection Program Administrator

Ute Water Conservancy District

Main Office: 242.7491

Direct Line: 256.2883

Cell: 852.1109

- HOA/Management Co. shall be responsible for private fire line billing.

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

If you have any questions concerning any of this, please feel free to contact Ute Water.

**Applicant's Response:**

**Review Agency:** Mesa County Stormwater

**Contact Name:** Josh Martinez

**Email / Telephone Number:** [Joshua.martinez@mesacounty.us](mailto:Joshua.martinez@mesacounty.us) (970) 683-4206

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Project has applied for Mesa County Construction Stormwater Permit; awaiting associated permit fees to be paid.

Stormwater Management Plan provided, however, will not be reviewed until permit fees have been paid. Specifically, the 'Review Fee'.

Project will require a completed and signed Post-Construction Stormwater Control Operations and Maintenance Agreement. O&M Form can be found at:

<https://stormwater.mesacounty.us/globalassets/stormwater/forms/documents/post-construction-om-agreement-form.pdf>

Project is waiting to apply for State Discharge Permit. However, a copy of State Discharge Permit will need to be submitted to Mesa County Stormwater Division before MS4 Permit will be issued.

Pre-Construction/Initial Control Measure Inspection is required and should be scheduled with Mesa County Stormwater Division in order to be issued MS4 Permit. No work other than installation of initial control measures should be conducted until permit is obtained.

**Applicant's Response:**

## **REVIEW AGENCIES**

**(Responding with "No Comment" or have not responded as of the due date)**

**The following Review Agencies have not responded as of the comment due date.**

---

1. N/A.

The Petitioner is required to submit electronic responses, labeled as "**Response to Comments**" for the following agencies:

1. **City Planning**
2. **City Development Engineer**
3. **City Surveyor**
4. **Assistant City Attorney**
5. **City Addressing**
6. **Ute Water Conservancy District**
7. **Mesa County Stormwater**

Date due: **April 29, 2021**

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

**I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.**

---

**Applicant's Signature**

---

**Date**



**Grand Junction Speaks**  
**Published Comments for February 23, 2021 Planning**  
**Commission Meeting**  
**Frog Pond Drainage Easement Vacation**

Regarding 2501 Monument Road request by Frog Pond LLC to vacate a dedicated drainage easement located on the property at 2501 Monument Road and in a FEMA regulatory 100 flood year plane, an area that is prone to a regular flash flooding there is no question of if it will flood it is just when it will flood. If you the Planning Commission and City Council approve the 2501 Monument Road vacate, #1, will you require an adequate dollar deposit in the way of a bond or something that works by Frog Pond LLC to reimburse for damage to property and/or physical injury or death two people? #2: Why would any intelligent builder build in a known flood plain? Reference is September 7th 1978 flood that took out two bridges, a gas line, put three to four feet of filth in the log cabin on the 2501 Monument Road home and down the road another one that we helped dig out, plus deposited 3 to 4 feet of filth in our own yard at 2510 South Broadway. Home of Louis and Gilbert McClure. Why would anyone in their right mind approve it?

02/21/2021 8:52 pm

**Louis McClure**  
217 Country Club Park Road  
Grand Junction, Colorado, 81507

**GRAND JUNCTION PLANNING COMMISSION**  
**February 23, 2021 MINUTES**  
**5:30 p.m.**

The meeting of the Planning Commission was called to order at 5:30 p.m. by Chair Andrew Teske.

Those present were Planning Commissioners; Chair Andrew Teske, George Gatseos, Keith Ehlers, Sam Susuras, Ken Scissors, and Andrea Haitz.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director), Trent Prall (Public Works Director), Dave Thornton (Principal Planner), Rick Dorris (Development Engineer), Scott Peterson (Senior Planner), and Senta Costello (Associate Planner).

There were 28 members of the public in virtual attendance: Linda Barker, Virginia Brown, Donald Coatney, Bill Crawford, Sarah Cuoco, John Edwards, Karen Floyd, Ken Frederick, David Hayden, Brenda Muhr, Karen Newell, Tom Parrish, Maggie Personeus, David Scanga, Rachel Strautins, Richard Talley, Jeff Tipton, Barbara Van Tassel, Davis Hoskins, Karen Burckhalter, Deborah Cantu, Moira Cross, Barbara Freeman, Ray Manspeaker, Marie Terebesi, Seth Thomas, Judy Wunderwald, and Raymond Camren Wilma.

**CONSENT AGENDA**

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Chair Teske recused himself from the vote.

Commissioner Gatseos moved to adopt Consent Agenda Items #1-3. Commissioner Scissors seconded the motion. The motion carried 5-0.

**1. Approval of Minutes**

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Minutes of Previous Meeting(s) from February 9, 2021.

**2. Frog Pond – Vacation of Public Easement** **File # VAC-2021-75**

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Consider a request by the Applicant, Frog Pond LLC, to Vacate a Publicly Dedicated Drainage Easement Located at 2501 Monument Road as granted to the City of Grand Junction by Reception Number 2764922.

**3. Planning Commission By-Law Amendment**

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Consider a Request by the City of Grand Junction to amend the Planning Commission Bylaws to Change the Start Time for Regularly Scheduled Monthly Meeting.

## **REGULAR AGENDA**

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### **1. NorthStar Towing Conditional Use Permit**

**File # CUP-2020-754**

**[Agenda item can be viewed online here at 20:32](#)**

Consider a request by NorthStar Towing for a Conditional Use Permit for an impound lot on 1.657 acres in a C-2 (General Commercial) zone district.

#### **Staff Presentation**

Senta Costello, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

#### **Questions for Staff**

None.

#### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, February 16, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 5:52 p.m. on February 23, 2021.

#### **Questions for Applicant or Staff**

None.

#### **Discussion**

Commissioner Gatseos made a comment regarding the request.

#### **Motion and Vote**

Commissioner Gatseos made the following motion, "Mr. Chairman, on the Conditional Use Permit for the property located at 640 W. Gunnison Avenue, City file number CUP-2020-754, I move that the Planning Commission approve the request with the findings of fact as listed in the staff report."

Commissioner Ehlers seconded the motion. The motion carried 6-0.



**2. Anderwith Rezone**

**File # RZN-2020-568**

**[Agenda item can be viewed online here at 34:29](#)**

Consider a request by ABBA Enterprises LLC to rezone 2.15 acres from an I-2 (General Industrial) to an I-1 (Light Industrial) zone district.

**Staff Presentation**

Senta Costello, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

None.

**Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, February 16, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:03 p.m. on February 23, 2021.

**Questions for Applicant or Staff**

None.

**Discussion**

None.

**Motion and Vote**

Commissioner Susuras made the following motion, "Mr. Chairman, on the Rezone for the property located at 711 S 15th Street, City file number RZN-2020-568, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.

**3. Patterson Road Access Control Plan**

**File # CPA-2021-17**

**[Agenda item can be viewed online here at 44:25](#)**

Consider a request by the City of Grand Junction to adopt the Patterson Road Access Control Plan (ACP), an element of the City's Comprehensive Plan as Title 38, Volume III, of the Municipal Code.

**Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record.

Trent Prall, Public Works Director, Michelle Hansen, Stolfus and Associates, and Rick Dorris, Development Engineer, gave a presentation regarding the request.

### **Questions for Staff**

Commissioner Gatseos asked a question regarding clarification on what safety or operational issue scenarios would trigger construction and implementation of the Plan.

Commissioner Gatseos asked if there were any publicly funded projects slated for Patterson Road.

Commissioner Scissors asked a question regarding non-motorized transportation along the Patterson corridor.

Commissioner Gatseos asked a question regarding how much Staff time has been spent with concerned citizens to explain the Plan.

Commissioner Ehlers asked a question regarding questions that came up in the public comment.

### **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, February 2, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

Comments from Lois Dunn, Ruth Kinnett, Nova Turner, Peter Firmin, William Ferguson, Heather Pool, Merton Fisher, Virginia Brown, John Edwards, Tim Kubat, Patricia Johns, KJ Kraich, Seth Thomas, and Robert Garrison were submitted via GJSpeaks regarding the request.

David Scanga, Jeff Tipton, Marie Frederick, Rachel Strautins, Tom Parish, Virginia Brown, and Karen Newell all spoke regarding the request.

The public hearing was closed at 7:47 p.m. on February 23, 2021.

### **Staff Response**

Trent Prall and Michelle Hansen provided response to citizen comment.

### **Questions for Staff**

Commissioner Teske had a question regarding the differences between the Patterson Road corridor and the North Avenue corridor.

Commissioner Teske asked a question regarding cross-access.

### **Discussion**

Commissioner Gatseos made a comment regarding the request.

Commissioner Susuras made a comment opposing the request.

Commissioner Scissors made a comment regarding the request.

Commissioner Haitz made a comment regarding the request.

Commissioner Ehlers made a comment regarding the request.

Commissioner Gatseos made a comment regarding the request.

### **Motion and Vote**

Commissioner Ehlers made the following motion, "Mr. Chairman, on the Patterson Road Access Control Plan, CPA-2021-17, I move that Planning Commission continue this item for the March 23<sup>rd</sup> meeting."

Commissioner Susuras seconded the motion. The motion carried 6-0.

### **4. Other Business**

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None.

### **5. Adjournment**

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Commissioner Ehlers moved to adjourn the meeting. Commissioner Scissors seconded the motion. The vote to adjourn was 6-0. The meeting adjourned at 8:33 p.m.



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO.**

**A RESOLUTION VACATING A DRAINAGE EASEMENT  
LOCATED WITHIN THE PROPOSED  
FROG POND SUBDIVISION**

**LOCATED AT 2501 MONUMENT ROAD**

**RECITALS:**

A vacation of a publicly dedicated Drainage Easement has been requested by the property owner, Frog Pond LLC in anticipation of subdividing and developing the property for future residential and commercial development for the proposed Frog Pond Subdivision. The applicant's request is to vacate an existing Drainage Easement as conveyed to the City of Grand Junction by Reception # 2764922. This Drainage Easement was granted to the City of Grand Junction for the inspection, installation, operation and maintenance and repair of drainage facilities, specifically for the benefit of conveyance of stormwater runoff from S. Redlands Road. However, with the new development of the Frog Pond Subdivision, new public and private drainage easements will be created within the new development and therefore this specific drainage easement is no longer necessary in its current configuration on the applicant's property. The vacation request would remove an excess easement from the property that is no longer necessary.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate a public Drainage Easement with conditions are consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The following described public dedicated Drainage Easement is hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents and/or dedication documents.
2. The vacation of the drainage easement is conditioned upon new public and private drainage easement(s) and infrastructure to be constructed and installed or as otherwise approved by the City, consistent with City standards, either by separate instrument or on a subdivision plat.

Public Drainage Easement to be vacated:

A Drainage Easement as described at Reception Number 2764922 of the Mesa County Records.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
President of City Council

\_\_\_\_\_  
City Clerk



## Grand Junction City Council

### Regular Session

Item #4.b.

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**Meeting Date:** March 17, 2021

**Presented By:** Kristen Ashbeck, Principal Planner/CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck

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### **Information**

#### **SUBJECT:**

Resolutions Concerning the Issuance of Revocable Permits to Charley Wray LLC; Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller; Springbrook Farms; Weiker Family Investments LP; Sixbey Investments LLC; and S & S Investments LLC for the Installation and Ongoing Maintenance of Outdoor Seating/Parklets within the Rood Avenue, Main Street and Colorado Avenue Rights-of-Way adjacent to Properties Located at 626 Rood Avenue, 150 West Main Street, 420 Main Street, 457 Colorado Avenue, 359 Colorado Avenue and 401 Main Street

#### **RECOMMENDATION:**

Staff recommends approval.

#### **EXECUTIVE SUMMARY:**

In response to the COVID pandemic Downtown Grand Junction partnered with the City of Grand Junction and the Colorado Department of Transportation to secure funding to purchase and install twelve outdoor seating/parklet structures to expand dining options for downtown restaurants. The owners of the properties adjacent to the installations are requesting Revocable Permits to allow for this use within portions of the Rood Avenue, Main Street, Colorado Avenue and South 4th Street rights-of-way. The Revocable Permit allows the City to acknowledge the encroachments while retaining the ability to require the removal of the encroachment from the rights-of-way should it be necessary in the future.

#### **BACKGROUND OR DETAILED INFORMATION:**

In response to the COVID pandemic, Downtown Grand Junction partnered with the City



of Grand Junction and the Colorado Department of Transportation to secure funding to purchase and install twelve outdoor seating/parklet structures to expand dining options for downtown restaurants. The owners of the properties adjacent to the installations are requesting Revocable Permits to allow for this use within portions of the Rood Avenue, Main Street, Colorado Avenue and South 4th Street rights-of-way.

Downtown Grand Junction put out an application process for interested restaurants to apply to utilize the parklets. Five businesses responded with acceptable applications - 626 On Rood, Be Sweet, Cafe Sol, Ramblebine, Feisty Pint and Rockslide. Each parklet unit is comprised of a 10-foot by 20-foot unit that is roughly the same dimension of a parking space. The unit includes a floor base, fencing, roof and canvas wrap that are customized to each location. An illustration of the basic unit is attached and the exhibits included in each Permit further describe placement of the units at each location.

This Revocable Permit provides the City's consent for these improvements to be made within the City's right of way as well as their removal, should it become necessary.

**FISCAL IMPACT:**

Total cost for purchase, freight and installation of the parklet units was \$300,925 of which, the City portion was \$106,100 and the DDA portion was \$194,825. The City used CARES Act funding for its portion and the DDA used CARES Act funding in addition to a grant from CDOT.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution Nos. 24-21 through 29-21, resolutions concerning the issuance of Revocable Permits to Charley Wray LLC; Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller; Springbrook Farms; Weiker Family Investments LP; Sixbey Investments LLC; and S & S Investment Properties LLC for the installation and ongoing maintenance of outdoor seating/parklets within the Rood Avenue, Main Street, Colorado Avenue and South 4th Street rights-of-way adjacent to properties located at 626 Rood Avenue, 150 West Main Street, 420 Main Street, 457 Colorado Avenue, 359 Colorado Avenue and 401 Main Street.

**Attachments**

1. Illustration of Parklet Unit
2. Parklet Revocable Permit 626 Rood
3. Parklet Revocable Permit 150 W Main
4. Parklet Revocable Permit 420 Main
5. Parklet Revocable Permit 457 Colorado
6. Parklet Revocable Permit 359 Colorado
7. Parklet Revocable Permit 401 Main







8. Citizen Comments - Downtown Parklets



#### Install thoughts / suggestions :

- ensure floor is level
- if two structures are side by side, make them the same height
- avoid creating gaps at the curb that could catch feet or cause a tripping hazard
- do not block any portion of handicap space or aisle
- power supply will need to avoid creating a tripping hazard if supplied on the sidewalk
- if planning to use at night, need to provide lighting - consider how lighting might tie across the sidewalk to create spatial continuity

#### Graphic Legend

	existing building		potential tree conflict
	existing outdoor dining		diagrammatic lighting strategy
	parklet (10'x20')		handicap parking spaces & aisles





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO  
Charley Wray LLC**

**Recitals.**

A. Charley Wray LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

626 ROOD AVENUE - LOTS 22 and 23 INC BLK 94 TOWN OF GRAND JUNCTION  
FIRST DIVISION RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206  
MESA CO RECDS - 0.14AC and identified by Mesa County Tax Schedule Number  
2945-143-07-020.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, maintenance and repair of a covered outdoor seating structure ("parklet") within the following described public right-of-way and as depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Rood Avenue right-of-way in front of 626 and 622 Rood Avenue (Tax Parcel Numbers 2945-143-07-020 and 2945-143-54-002 respectively); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk

## REVOCABLE PERMIT

### Recitals.

A. Charley Wray LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

626 ROOD AVENUE - LOTS 22 and 23 INC BLK 94 TOWN OF GRAND JUNCTION  
FIRST DIVISION RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206  
MESA CO RECDS - 0.14AC and identified by Mesa County Tax Schedule Number  
2945-143-07-020.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a covered outdoor seating structure(s) "parklet" within the following described public right-of-way and depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Rood Avenue right-of-way in front of 626 and 622 Rood Avenue (Tax Parcel Numbers 2945-143-07-020 and 2945-143-54-002 respectively); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke and/or assign the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable

for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City or its assign(s), the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
Charley Wray LLC



## AGREEMENT

Charley Wray, LLC, for itself and for its successors and assigns, does hereby agree to:

- (a) Abide by each and every term and condition contained in the foregoing Revocable Permit;
- (b) Indemnify and hold harmless the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;
- (c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;
- (d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Charley Wray LLC

By: \_\_\_\_\_  
Manager's Name, Managing Member

State of Colorado    )  
                              )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Managing Member of Charley Wray LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## 626 ON ROOD

- (2) parklets taking up (5) parking spaces - must maintain handicap space and aisle
- due to extreme slope of parking spaces, there will be a ~6" step up into parklets once leveled - ADA access via ramp parallel to sidewalk, if necessary
- run power overhead or on the sidewalk
- string lights between the building and the parklets
- potential signage or art on backside of structures since front door is obscured - owners expressed interest in art to feel more connected to downtown
- remove or decorate parking meters if possible





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO  
Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller**

**Recitals.**

A. Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller, hereinafter referred to as the Petitioner, represent they are the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

150 WEST MAIN STREET - S 50FT OF W 10.6FT OF LOT 6 + S 50FT OF LOTS 7 TO 11 INC BLK 6 MOBLEY SUB EXC FOR ALLEY ON E AS DESC IN B-77 P-64 MESA CO RECORDS - 0.1467 ACRES and identified by Mesa County Tax Schedule Number 2945-154-05-010.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, maintenance and repair of a covered outdoor seating structure ("parklet") within the following described public right-of-way and as depicted on Exhibit A:

Area for one 10-foot by 20-foot structure in the Main Street right-of-way in front of 150 West Main Street (Tax Parcel Number 2945-154-05-010); containing approximately 200 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk



## REVOCABLE PERMIT

### Recitals.

A. Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller, hereinafter referred to as the Petitioner, represent they are the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

150 WEST MAIN STREET - S 50FT OF W 10.6FT OF LOT 6 + S 50FT OF LOTS 7 TO 11 INC BLK 6 MOBLEY SUB EXC FOR ALLEY ON E AS DESC IN B-77 P-64 MESA CO RECORDS - 0.1467 ACRES and identified by Mesa County Tax Schedule Number 2945-154-05-010.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a covered outdoor seating structure(s) "parklet" within the following described public right-of-way and depicted on Exhibit A:

Area for one 10-foot by 20-foot structure in the Main Street right-of-way in front of 150 West Main Street (Tax Parcel Number 2945-154-05-010); containing approximately 200 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke and/or assign the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold,

or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City or its assign(s), the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
Gregory James Mueller

\_\_\_\_\_  
Amy Kern Mueller

\_\_\_\_\_  
Nathanial Gregory Mueller

## AGREEMENT

Gregory James Mueller, Amy Kern Mueller and Nathaniel Gregory Mueller, for themselves and for their successors and assigns, do hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY:

\_\_\_\_\_  
Gregory James Mueller

State of Colorado    )

                          )ss.

County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

My Commission expires: \_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



BY:

\_\_\_\_\_  
Amy Kern Mueller

State of Colorado )

)ss.

County of Mesa )

The foregoing Agreement was acknowledged before me this\_\_\_\_ day of  
\_\_\_\_\_, 2021, by \_\_\_\_\_.

My Commission expires:\_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

BY:

\_\_\_\_\_  
Nathanial Gregory Mueller

State of Colorado )

)ss.

County of Mesa )

The foregoing Agreement was acknowledged before me this\_\_\_\_ day of  
\_\_\_\_\_, 2021, by \_\_\_\_\_.

My Commission expires:\_\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### BE SWEET

- (1) parklet taking up (3) parking spaces - must maintain handicap space
- ADA access achieved by flushing out with curb
- run power overhead or on the sidewalk
- string lights between building and parklet, tying into tree and existing outdoor seating if possible
- potential for signage on street-facing side of structures





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO  
Springbrook Farms Investments LLC**

**Recitals.**

A. Springbrook Farms Investments LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

420 MAIN STREET - LOT 27 BLK 103 TOWN OF GRAND JUNCTION FIRST DIVISION  
RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206 MESA CO RECDS  
- 0.072AC and identified by Mesa County Tax Schedule Number 2945-143-16-010.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, maintenance and repair of a covered outdoor seating structure ("parklet") within the following described public right-of-way and as depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Main Street right-of-way in front of 418, 420 and 428 Main Street (Tax Parcel Numbers 2945-143-16-009, 2945-143-16-010 and 2945-143-16-011 respectively); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk



## REVOCABLE PERMIT

### Recitals.

A. Springbrook Farms Investments LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

420 MAIN STREET - LOT 27 BLK 103 TOWN OF GRAND JUNCTION FIRST DIVISION RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206 MESA CO RECDS - 0.072AC and identified by Mesa County Tax Schedule Number 2945-143-16-010.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a covered outdoor seating structure(s) "parklet" within the following described public right-of-way and depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Main Street right-of-way in front of 418, 420 and 428 Main Street (Tax Parcel Numbers 2945-143-16-009, 2945-143-16-010 and 2945-143-16-011 respectively); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke and/or assign the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable

for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City or its assign(s), the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
Springbrook Farms Investments LLC

## AGREEMENT

Springbrook Farms Investments LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Springbrook Farms Investments LLC

By: \_\_\_\_\_  
Manager's Name, Managing Member

State of Colorado    )  
                              )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Managing Member of Springbrook Farms Investments LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

### CAFE SOL

- (2) parklets taking up entire loading zone
- ADA access achieved by flushing out with curb
- run power overhead or on the sidewalk
- string lights between the building and the parklets
- potential for signage on street-facing side of structures





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO  
Wieker Family Investments LP**

**Recitals.**

A. Wieker Family Investments LP, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

457 COLORADO AVENUE - LOTS 14-15 + 16 BLK 125 TOWN OF GRAND JUNCTION  
FIRST DIVISION RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206  
MESA CO RECDS - 0.216AC and identified by Mesa County Tax Schedule  
Number 2945-143-28-006.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, maintenance and repair of a covered outdoor seating structure ("parklet") within the following described public right-of-way and as depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Colorado Avenue right-of-way in front of 457 Colorado Avenue (Tax Parcel Number 2945-143-28-006); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:**

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk

## REVOCABLE PERMIT

### Recitals.

A. Wieker Family Investments LP, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

457 COLORADO AVENUE - LOTS 14-15 + 16 BLK 125 TOWN OF GRAND JUNCTION  
FIRST DIVISION RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206  
MESA CO RECDS - 0.216AC and identified by Mesa County Tax Schedule  
Number 2945-143-28-006.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a covered outdoor seating structure(s) "parklet" within the following described public right-of-way and depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Colorado Avenue right-of-way in front of 457 Colorado Avenue (Tax Parcel Number 2945-143-28-006); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke and/or assign the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable



for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City or its assign(s), the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
Wieker Family Investments LP

## AGREEMENT

Wieker Family Investments LP, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Wieker Family Investments LP

By: \_\_\_\_\_  
Manager's Name, Managing Member

State of Colorado    )  
                              )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Managing Member of Wieker Family Investments LP.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### RAMBLEBINE

- (2) parklets taking up (4) parking spaces
- potential need to trim street tree
- ADA access achieved by flushing out with curb
- run power from sign over front door if possible
- string lights from building to structures over sidewalk
- potential for signage on street-facing side of structures
- alternative A provides more space between sidewalk and structures for additional seating, ADA access more difficult
- alternative B takes up (3) parking spaces, but may put structures too close to moving traffic, ADA access more difficult

A



B







**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO  
Sixbey Investments LLC**

**Recitals.**

A. Sixbey Investments LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

359 COLORADO AVENUE UNIT 102 - UNIT 102 ST REGIS CONDOMINIUMS SEC 14 1S 1W  
RECP NO 1870679 B-2 P-143/147 DECL RECD B-2496 P-67 & 1ST AMENDMENT B-2504 P-  
670 & AN UND INT IN COMMON ELEMENTS - 1134 SQ FT and identified by Mesa County Tax  
Schedule Number 2945-143-50-002.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, maintenance and repair of a covered outdoor seating structure ("parklet") within the following described public right-of-way and as depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Colorado Avenue right-of-way in front of 359 Colorado Avenue and the adjacent parking lot to the west (Tax Parcel Numbers 2945-143-50-002 and 2945-143-50-000 respectively); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF GRAND JUNCTION, COLORADO:**

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk

## REVOCABLE PERMIT

### Recitals.

A. Sixbey Investments LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

359 COLORADO AVENUE UNIT 102 - UNIT 102 ST REGIS CONDOMINIUMS SEC 14 1S 1W  
RECP NO 1870679 B-2 P-143/147 DECL RECD B-2496 P-67 & 1ST AMENDMENT B-2504 P-  
670 & AN UND INT IN COMMON ELEMENTS - 1134 SQ FT and identified by Mesa County Tax  
Schedule Number 2945-143-50-002.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a covered outdoor seating structure(s) "parklet" within the following described public right-of-way and depicted on Exhibit A:

Area for two 10-foot by 20-foot structures in the Colorado Avenue right-of-way in front of 359 Colorado Avenue and the adjacent parking lot to the west (Tax Parcel Numbers 2945-143-50-002 and 2945-143-50-000 respectively); containing approximately 400 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke and/or assign the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold,

or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City or its assign(s), the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
Sixbey Investments LLC



## AGREEMENT

Sixbey Investments LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Sixbey Investments LLC

By: \_\_\_\_\_  
Manager's Name, Managing Member

State of Colorado    )  
                              )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Managing Member of Sixbey Investments LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### FEISTY PINT

- (2) parklets taking up (3) parking spaces, potentially (4) if too tight to have 5' between them
- potential need to trim street tree
- did not discuss ADA access
  - potential ramp between structures, or deck that flushes out with curb
- run power from through planter from existing outdoor patio
- 5' access aisle between structures could accommodate fire pit, if allowed
- string lights between the structures





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION CONCERNING  
THE ISSUANCE OF A REVOCABLE PERMIT TO  
Charley Wray LLC**

**Recitals.**

A. S & S Investment Properties LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

401 MAIN STREET LOT 1 BLK 118 TOWN OF GRAND JUNCTION FIRST DIVISION  
RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206 MESA CO RECDS  
- .072 AC identified by Mesa County Tax Schedule Number 2945-143-21-001.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the installation, maintenance and repair of a covered outdoor seating structure ("parklet") within the following described public right-of-way and as depicted on Exhibit A:

Area for one 10-foot by 20-foot structures in the South 4<sup>th</sup> Street right-of-way on the west side of 401 Main Street (Tax Parcel Numbers 2945-143-21-001); containing approximately 200 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the above-named Petitioner for the purpose aforescribed and within the limits of the public right-of-way aforescribed, subject to each and every term and condition contained in the attached Revocable Permit.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

\_\_\_\_\_  
President of the City Council

\_\_\_\_\_  
City Clerk



**EXHIBIT A  
REVOCABLE PERMIT**

**Recitals.**

A. S & S Investment Properties LLC, hereinafter referred to as the Petitioner, represents it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

401 MAIN STREET LOT 1 BLK 118 TOWN OF GRAND JUNCTION FIRST DIVISION  
RESURVEY SEC 14 1S 1W UM RECD 10/6/1885 RECPT NO 3206 MESA CO RECDS  
- .072 AC identified by Mesa County Tax Schedule Number 2945-143-21-001.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a covered outdoor seating structure(s) "parklet" within the following described public right-of-way and depicted on Exhibit A:

Area for one 10-foot by 20-foot structures in the South 4<sup>th</sup> Street right-of-way on the west side of 401 Main Street (Tax Parcel Numbers 2945-143-21-001); containing approximately 200 square feet.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2021-136 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke and/or assign the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of

## EXHIBIT A

the Petitioner's occupancy, possession or use of said public right-of-way or as a result of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City or its assign(s), the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The City of Grand Junction,  
a Colorado home rule municipality

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Acceptance by the Petitioner:

\_\_\_\_\_  
S & S Investment Properties LLC

**EXHIBIT A  
AGREEMENT**

S & S Investment Properties LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction and/or the Grand Junction Downtown Development Authority, and the officers, employees and agents of each entity with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment so as to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

S & S Investment Properties LLC

By: \_\_\_\_\_  
Manager's Name, Managing Member

State of Colorado    )  
                              )ss.  
County of Mesa        )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Managing Member of S & S Investments LLC.

My Commission expires: \_\_\_\_\_  
Witness my hand and official seal.

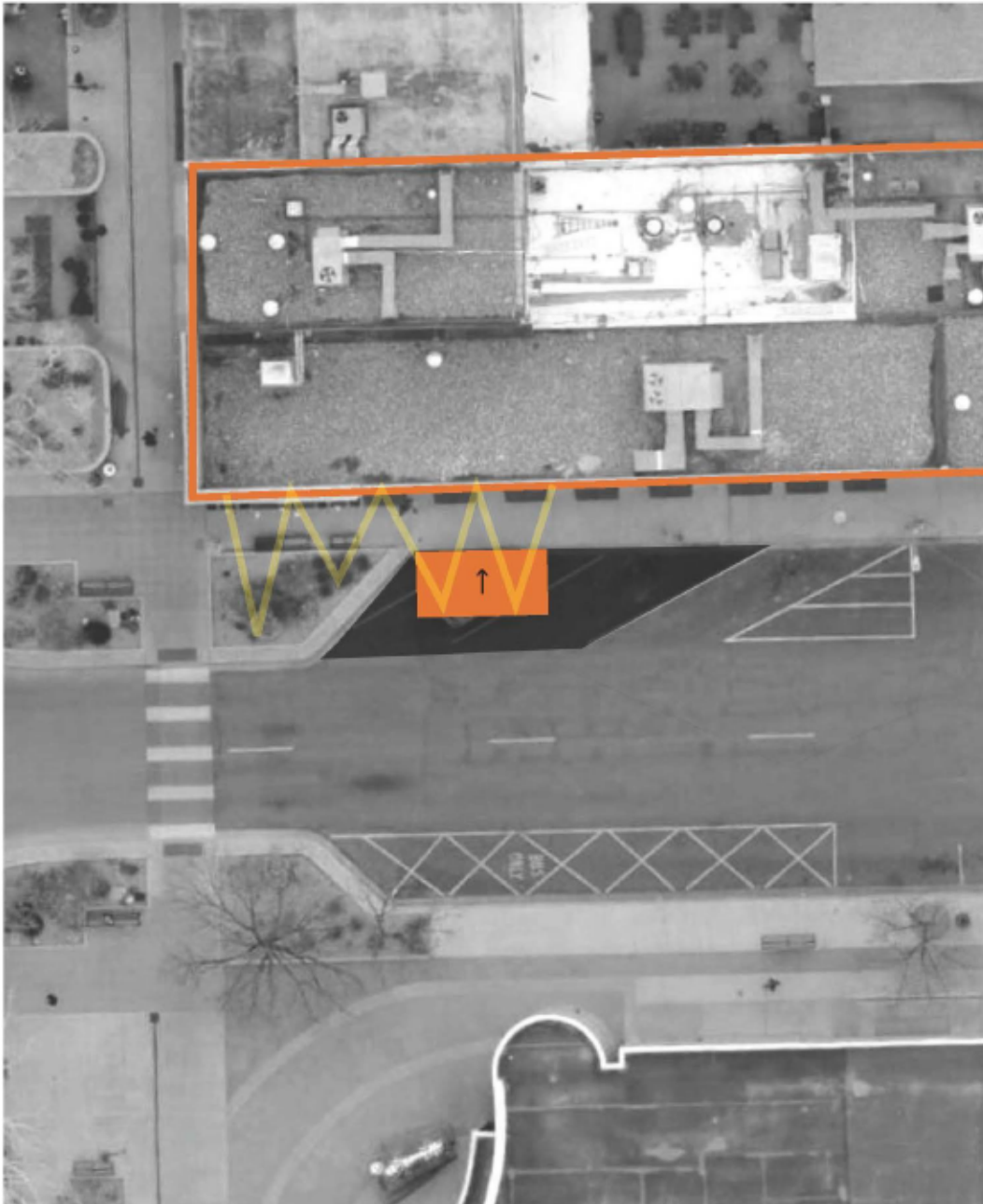
\_\_\_\_\_  
Notary Public



## EXHIBIT A

### ROCKSLIDE

- (1) parklets taking up (2) parking spaces
- ADA access achieved by flushing out with curb
- run power overhead or on the sidewalk
- string lights between the building and the parklet
- potential for signage on street-facing side of structures



**From:** Avery West <[averyisantos@gmail.com](mailto:averyisantos@gmail.com)>

**Sent:** Tuesday, March 9, 2021 9:39 PM

**To:** Council <[council@gcity.org](mailto:council@gcity.org)>

**Subject:** Parklets

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

City Council,

It has come to my attention that the council will be voting whether to keep or dismantle the parklets.

Please hear the concerns of restaurant owners. The pandemic is not over, this seating helps restaurant recovery by allowing more people to dine, and keep patrons and staff safely distanced.

It's no secret the pandemic has been extremely difficult for restaurants, any extra expense has been hard- even furnishing the parklets with tables, chairs and heating was costly.

Not to mention they have not been standing long at all. Let's give them a chance.

Please continue to back local restaurants. They are vital to our recovery and need all the support we can give them.

Avery West

--

**Avery West Santos**

[averyisantos@gmail.com](mailto:averyisantos@gmail.com)

-----Original Message-----

From: queengg1@gmail.com <queengg1@gmail.com>

Sent: Tuesday, March 16, 2021 7:24 PM

To: Council <council@gjcity.org>

Subject: Parker's

\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training.  
- \*\*

I am not a restaurant or business owner but I have regularly supported all of downtown especially since the Covid outbreak. I couldn't believe it when I was told the city was considering removing the Park-lets. I know that this additional seating has been a silver lining for these restaurants, the very businesses that have suffered the most economically. It's not understandable why after the construction of these would be considered to be removed so soon after installation. I am not saying to keep indefinitely but give these restaurants the opportunity to recapture some of their lost income with this additional seating. The capacity restrictions are still in place and some are still hesitant to dine indoors.

Please consider the hardship these businesses have barely survived.

Thank you,

Gail West

Grand Junction, Co

Sent from my iPhone



Hello!

I'm reaching out to voice my support of the downtown parklets that were installed this winter. I know some people consider them a burden as they take up parking spaces, but mine has benefitted my cafe greatly. The 20 extra people I am able to seat expands my capacity by 50%. In 2020, my sales dropped over 35%. 5 years of growth were wiped away. In April 2020 alone, my sales dropped 71% compared to 2019. Let me just say, it was a tough year for Cafe Sol, but we're surviving, and the expanded patio space is helping tremendously.

I also think they give Downtown GJ more of a "city" feel, and make it more conducive to foot traffic. They are aesthetically pleasing and well built, and Grand Junction is the perfect place to eat out doors.

Please vote to keep the downtown parklets!

Thank you for your time, and for your service to Grand Junction!

Nicholas Santos

Owner, Cafe Sol

Sent from my iPad



## Grand Junction City Council

### Regular Session

Item #4.c.

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**Meeting Date:** March 17, 2021

**Presented By:** Trent Prall, Public Works Director

**Department:** Public Works - Engineering

**Submitted By:** Trent Prall, Public Works Director

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### **Information**

#### **SUBJECT:**

Ratification of Letter of Consent for CDOT to Use City Rights-of-Way for the I-70B, SH 340 and 1st Street and Grand Avenue Reconstruction Project

#### **RECOMMENDATION:**

Staff recommends authorization for the City Manager to sign the Letter of Consent providing CDOT use of the City right-of-way for the construction of the I-70B, Sh340 & 1st & Grand Ave. Reconstruction Project.

#### **EXECUTIVE SUMMARY:**

The Colorado Department of Transportation (CDOT) is nearing the start of the reconstruction of the 1st and Grand intersection. The project requires use of adjacent City right-of-way. This resolution will authorize the City Manager to sign and ratify the Letter of Consent for CDOT to utilize the City's ROW.

#### **BACKGROUND OR DETAILED INFORMATION:**

This Letter of Consent would give the Colorado Department of Transportation (CDOT), permission to utilize certain City held right-of-way and existing easements for the purpose of a full reconstruction of the functional intersection of 1st St, Grand Avenue, SH 340 and I-70B. The project is the next construction phase of I-70B commercial corridor west of downtown Grand Junction.

CDOT has designed, budgeted for and intends the project to improve traffic, roadway, signals, drainage, pedestrian connectivity, and vehicle access points throughout the subject project limits. Prudent and proper implementation of the CDOT project requires

modification to certain roadway elements (Roadway Work) within right-of-way owned or held by the City. The extent of Roadway Work proposed by CDOT is described and depicted on Exhibit A, consisting of one (1) page attached hereto and incorporated herein by reference.

By this letter the City hereby consents to the utilization and occupation of portions of right-of-way by CDOT and CDOT's officers, employees, contractors and agents during construction of the CDOT Project and hereby consents to the Roadway Work described and depicted on Exhibit A.

The consent is for the above-stated purposes only and is not given for any other present or future work. By issuing this Letter of Consent, the City, its officers, employees and agents shall not assume any liability resulting from this Letter of Consent or the exercise thereof.

**FISCAL IMPACT:**

There are no direct financial impacts associated with this Letter of Consent.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 30-21, a resolution authorizing the City Manager to sign a Letter of Consent allowing the Colorado Department of Transportation (CDOT) to utilize City Right-of-Way and Easements for the I-70B, SH 340 & 1st and Grand Avenue Reconstruction Project and ratifying actions heretofore taken in connection therewith.

**Attachments**

1. Resolution - CDOT 1st and Grand Avenue City ROW Consent
2. Letter of Consent
3. Letter of Consent Exhibit A



RESOLUTION NO. \_\_-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF CONSENT ALLOWING THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO UTILIZE CITY RIGHT-OF-WAY AND EASEMENTS FOR THE I-70B, SH 340 & 1<sup>ST</sup> AND GRAND AVE RECONSTRUCTION PROJECT AND RATIFYING ACTIONS HERETOFORE TAKEN IN CONNECTION THEREWITH

RECITALS:

The Colorado Department of Transportation (CDOT) has requested the City sign a Letter of Consent agreeing to CDOT utilization of City rights-of-way and easements to construct the I-70B, SH 340 & 1<sup>st</sup> and Grand Ave Reconstruction Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Council hereby authorizes the use of rights-of-way and easements through the attached Letter of Consent. All actions heretofore taken by the officers, employees and agents of the City relating to allowance of said use of the rights-of-way and easements are consistent with the provisions of the Letter of Consent Agreement and this Resolution are hereby ratified, approved and confirmed.
2. That the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution and the attached Letter of Consent, including, without limitation, the execution and delivery of such rights-of-way and easements for use by CDOT during construction.

PASSED and ADOPTED this 17<sup>th</sup> day of March 2021.

---

C.E. "Duke" Wortmann  
President of the Council

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Wanda Winkelmann  
City Clerk

**LETTER OF CONSENT**  
**I-70B, SH 340 & 1<sup>st</sup> & GRAND AVE. RECONSTRUCTION PROJECT**

Mr. Daniel A. Smith, Right-of-Way Manager  
Colorado Department of Transportation Region 3  
222 South 6<sup>th</sup> Street, Room 317  
Grand Junction, CO 81501

**Subject:     Consenting to Roadway Work within City of Grand Junction Right-of-Way,  
                 CDOT Construction Project No. NHPP 070A-030, Project Code 21986**

Dear Mr. Smith:

This Letter of Consent is given pursuant to a request by the Colorado Department of Transportation (CDOT), to utilize certain City held right-of-way and existing easements for the purpose of a full reconstruction of the functional intersection of 1<sup>st</sup> St, Grand Avenue, SH 340 and I-70B. The project is the next construction phase of I-70B commercial corridor west of downtown Grand Junction.

CDOT has designed, budgeted for and intends the project to improve traffic, roadway, signals, drainage, pedestrian connectivity, and vehicle access points throughout the subject project limits. Prudent and proper implementation of the CDOT project requires modification to certain roadway elements (Roadway Work) within right-of-way owned or held by the City. The extent of Roadway Work proposed by CDOT is described and depicted on Exhibit A, consisting of one (1) page attached hereto and incorporated herein by reference.

By this letter the City hereby consents to the utilization and occupation of portions of right-of-way by CDOT and CDOT's officers, employees, contractors and agents during construction of the CDOT Project and hereby consents to the Roadway Work described and depicted on Exhibit A.

The consent hereby given is for the above-stated purposes only and is not given for any other present or future work. By issuing this Letter of Consent, the City, its officers, employees and agents shall not assume any liability resulting from this Letter of Consent or the exercise thereof.

Given by the City of Grand Junction:

Acceptance by the Colorado  
Department of Transportation:

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

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

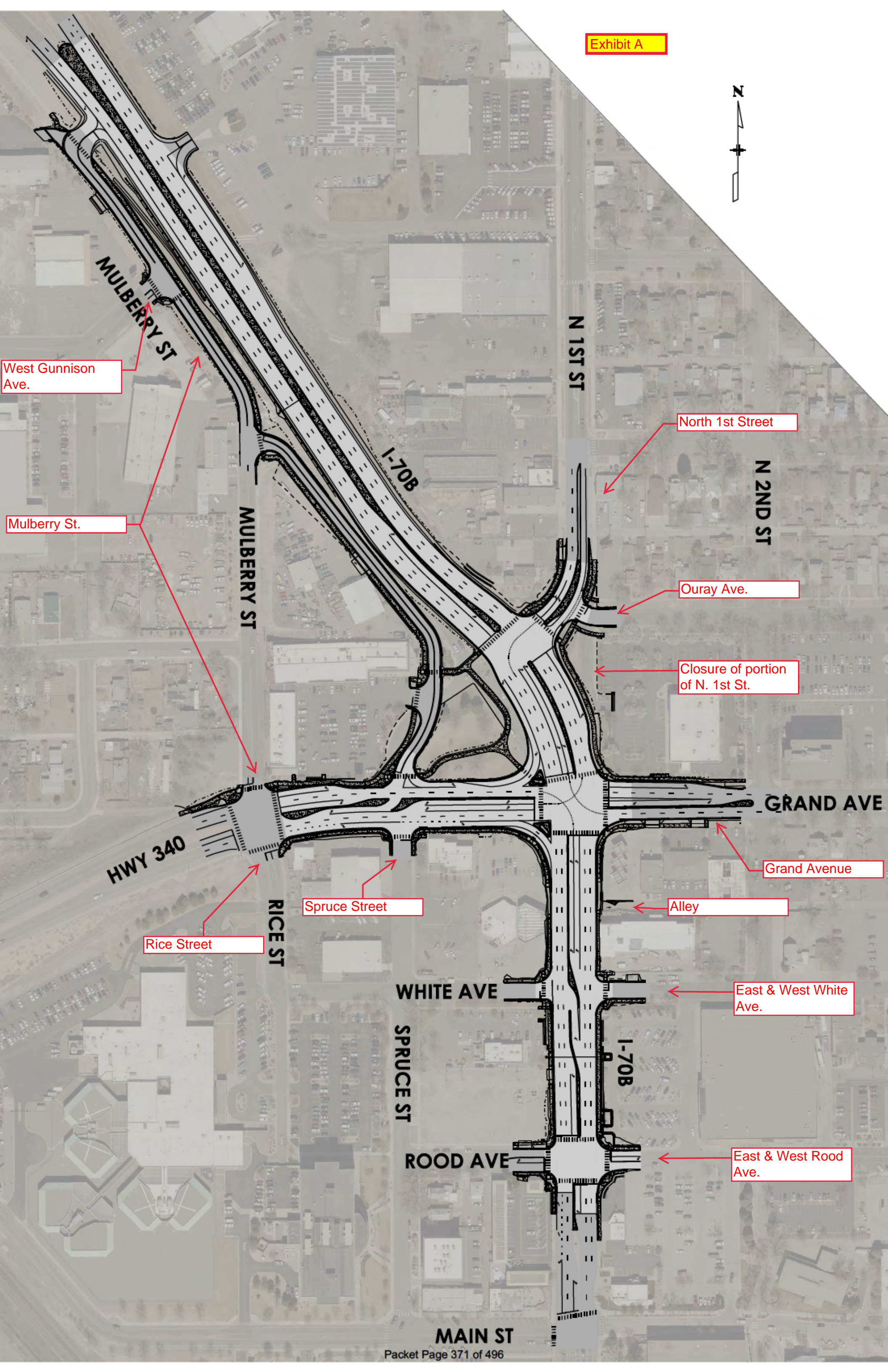
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_





West Gunnison Ave.

Mulberry St.

North 1st Street

Ouray Ave.

Closure of portion of N. 1st St.

GRAND AVE

Grand Avenue

Alley

East & West White Ave.

East & West Rood Ave.

HWY 340

Rice Street

Spruce Street

WHITE AVE

SPRUCE ST

ROOD AVE

MAIN ST





## Grand Junction City Council

### Regular Session

Item #5.a.

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**Meeting Date:** March 17, 2021

**Presented By:** Scott D. Peterson, Senior Planner

**Department:** Community Development

**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

Consider a Request by F  $\frac{3}{4}$  Road LLC, to Accept the Dedication of 4.43-Acres of Land in the Proposed Founders Colony Subdivision

#### **RECOMMENDATION:**

At its February 6, 2020 meeting, the Parks and Recreation Advisory Board recommended that the City accept the dedication of land within the proposed Founders Colony Subdivision (proposed Tract D) adjacent to Leach Creek, G Road and 24  $\frac{1}{2}$  Road.

#### **EXECUTIVE SUMMARY:**

The Applicant, F  $\frac{3}{4}$  Road LLC, proposes that the City accept dedication of 4.43-acres of open space to be used as a park, linear path and drainageway that is located within and adjacent to Leach Creek and the G Road and 24  $\frac{1}{2}$  Road rights-of-way within the proposed Founders Colony Subdivision (proposed Tract D) located at 680 24  $\frac{1}{2}$  Road, and 2463, 2473 G Road. The proposed open space will serve an area where the recent Parks, Recreation and Open Space Plan determined there is a lack of neighborhood parks. The property is one of the last larger parcels of residentially designated land in the area with the potential to include area for a neighborhood-scale public park. A portion of the proposed open space is part of Leach Creek and the developer is required to dedicate and construct an east/west off-street trail connection adjacent to the Creek and G Road consistent with the City's Active Transportation Corridor Plan.

#### **BACKGROUND OR DETAILED INFORMATION:**

A Preliminary Plan for 305 dwelling units comprised of single-family detached, townhomes and multi-family units was recently reviewed and approved for the Founders Colony Subdivision to be located at 680 24 ½ Road and 2463 and 2473 G Road, at the former Valley Grown Nursery site (38.93-acres total). The proposed residential development would be constructed within five (5) filings. Existing zoning for the property is R-8 (Residential – 8 du/ac) and the proposed overall residential density for the subdivision will be 7.83 du/ac.

Section 21.06.020 (a) (1) of the Zoning and Development Code states: *“the owner of any residential development of 10 or more lots or dwelling units shall dedicate 10% of the gross acreage of the property or the equivalent of 10% of the value of the property. The decision as to whether to accept money or land as required by this section shall be made by the Director.”* Further, subsection (4) states: *“...The City Council may accept the dedication of land in lieu of payment so long as the fair market value of the land dedicated to the City is not less than 10% of the value of the property.”* Under this requirement, the minimum land dedication requirement for this subdivision would be 3.89-acres (38.93-acres). This dedication includes 4.43-acres of property.

Early in the development stages and in initial talks with the developer prior to submittal of the Preliminary Plan application, the City indicated that dedication of a public park site and land would be preferred, rather than payment of the open space fee in order to provide a neighborhood park in the area that would serve not only the Founders Colony Subdivision, but the adjacent neighborhoods of Copper Creek, Brookwillow Village, Heritage Heights and Colonial Heights, etc. Therefore, as part of the residential development, the Applicant is proposing to provide a tract of land as public open space (Tract D – 4.43-acres) that encompasses the area adjacent to Leach Creek & G and 24 ½ Roads (see attached drawings).

The Community Development Director requested input from the Parks Department, which is typically responsible for maintaining City-owned open space regarding the potential acceptance of open space to be owned and maintained by the City. The Parks and Recreation Advisory Board was asked to provide a recommendation as to whether the City should accept the dedication of open space and it recommended to do so at their February 6, 2020 meeting.

As part of the Preliminary Subdivision Plan application (City file # SUB-2020-188) conditions of approval for the residential development, the Developer will, at a minimum, complete site earthwork and grading for the Founder's Park site (proposed Tract D) as well as installation of the irrigation system vault (including pump and filter) at time of platting of the 86th lot/dwelling unit or the platting of Filing Three, whichever occurs first. However, since the applicant will have construction equipment already on-site, the City and Developer have left the option open to negotiate additional improvements to the park site to be constructed by the Developer. Work completed by

the developer on any additional park improvements will be negotiated and approved by the City and incurred costs will be credited against Parks Impact Fees that may be due. The Developer is required to construct the east-west trail connection along Leach Creek at the time Filing One as reviewed and approved by the City in Filing 1 plans in accordance with the City's Active Transportation Corridor Plan.

The Public Works Director has also expressed an interest that drainage basins should be under public control for maintenance purposes for the conveyance of stormwater and also recommends the City accept the land dedication. Presently, this area of Leach Creek is private property, owned by the Applicant.

In accordance with the Zoning and Development Code, payment of a fee in-lieu of open space dedication can be considered so long as the fee is at least 10 percent of the appraised value of the property. The Applicant would need to submit an MAI Appraisal Report in order to obtain the value of the vacant property, if the Council wishes to not accept the open space land dedication.

**FISCAL IMPACT:**

If accepted by the City, future maintenance responsibilities of the public park site would fall upon the City. We estimate \$21,600 of additional annual expense for maintaining the park at Founders Colony. This includes labor, machinery hours and fertilizer. This is a rough estimate based on turf maintenance only. Additional amenities such as a playground, shelter and/or courts will require additional maintenance expense when and if these components are added.

**SUGGESTED MOTION:**

I move to (approve/deny) the request to accept the dedication of land in the Founders Colony Subdivision, proposed Tract D, 4.43-acres, with the conditions as outlined within Staff Report, in compliance with Section 21.06.020 (a) (1) of the Zoning and Development Code.

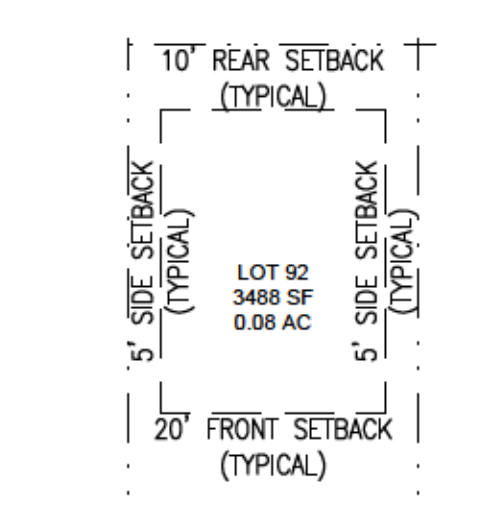
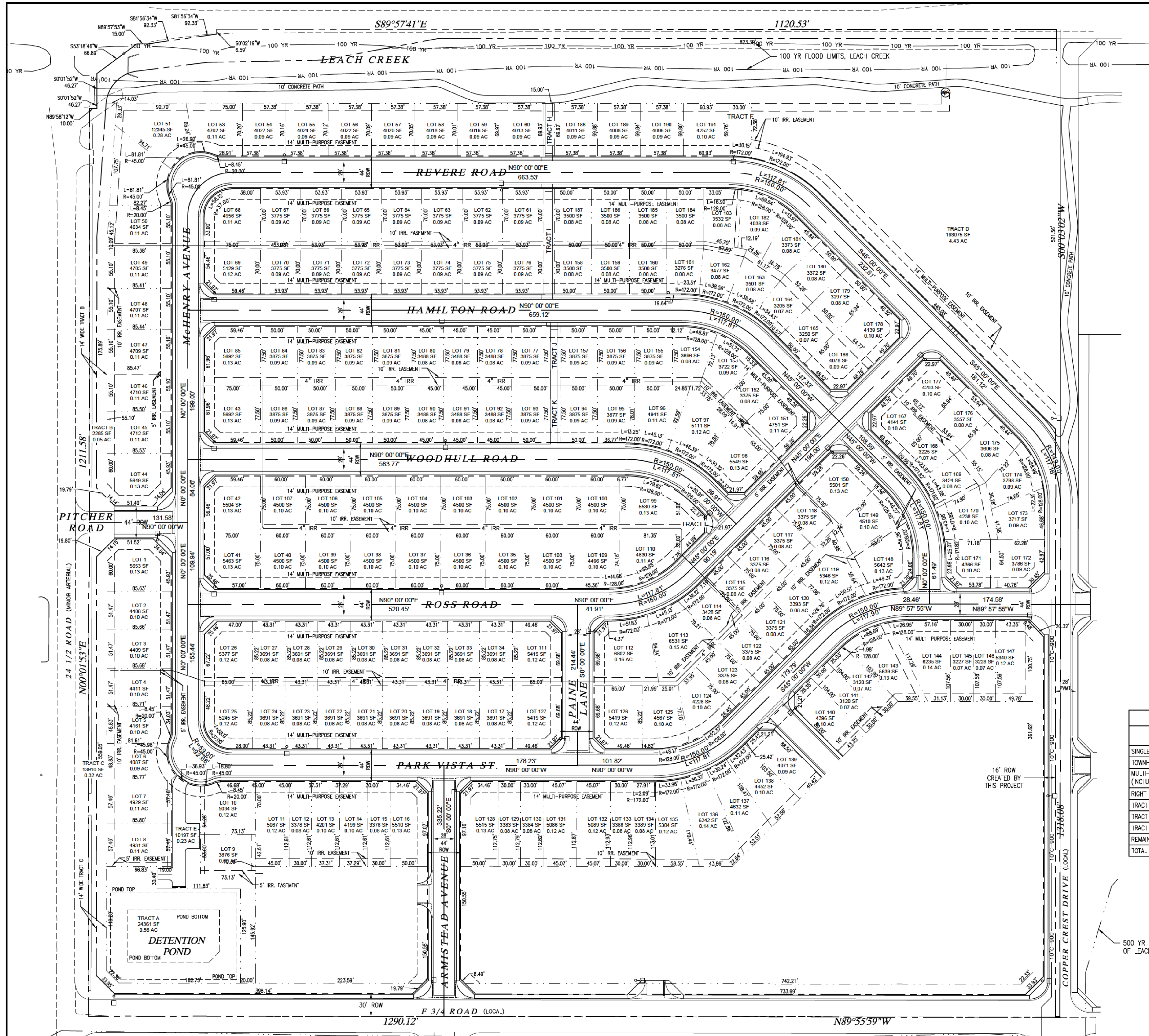
**Attachments**

1. Site Location Map - Aerial Photo
2. Site Plan
3. Subdivision Plat - Proposed
4. Parks Board Meeting Minutes - 2020 - February 6

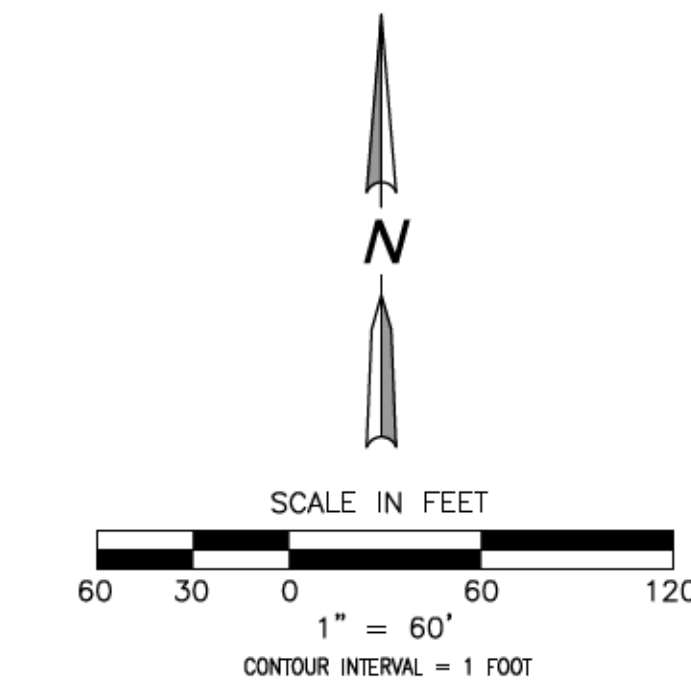








LOT SETBACK DETAIL  
N.T.S.



GENERAL NOTES

1. ALL CONSTRUCTION TO CONFORM TO THE CURRENT CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS AND PLANNING STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR MUST CONTACT CITY OF GRAND JUNCTION TRAFFIC OPERATIONS SUPERVISOR PRIOR TO CONSTRUCTION OR PLACEMENT OF TRAFFIC CONTROL DEVICES/FEATURES (STRIPING, SIGNALS, MEDANS, ETC.) FOR CONSTRUCTION IN THE RIGHT-OF-WAY ONLY.
3. REFER TO THE GEOTECHNICAL INVESTIGATION BY HUDDLESTON-BERRY ENGINEERING AND TESTING, DATED 3/27/18 FOR RECOMMENDATIONS REGARDING PAVEMENT, SLABS, FOUNDATIONS AND GROUNDWATER MITIGATION REQUIREMENTS.
4. LIGHTING TO BE DESIGNED BY UTILITY PROVIDER. (XCEL)
5. ALL SANITARY SEWER MANHOLES ARE 48" I.D. UNLESS NOTED OTHERWISE.
6. FOR STREET SECTIONS SEE ROAD PLAN & PROFILE SHEETS.

UTILITY PROVIDERS INFORMATION		
UTILITY	PROVIDER	PHONE NUMBER
SANITARY SEWER	CITY OF GRAND JUNCTION	970-244-1554
DRAINAGE	GRAND VALLEY DRAINAGE DISTRICT	970-242-4343
DOMESTIC WATER	UTE WATER CONSERVANCY DISTRICT	970-242-7491
IRRIGATION	GRAND VALLEY IRRIGATION	970-242-2762
ELECTRICITY	XCEL ENERGY	800-895-4999
NATURAL GAS	XCEL ENERGY	800-895-4999
TELEPHONE	CENTURYLINK	800-603-6000
CABLE TELEVISION	SPECTRUM	833-780-1880

PROPOSED LAND USE TABLE				
USE	AREA	AC	% OF TOTAL	OWNER
SINGLE FAMILY LOTS: 165	687,623 S.F.	15.79	40.55%	PRIVATE
TOWNHOMES: 26 UNITS	113,973 S.F.	2.62	6.72%	PRIVATE
MULTI-FAMILY: FUTURE FILING 5 (INCLUDES TRACT 300 & 305)	224,146 S.F.	5.15	13.22%	PRIVATE
RIGHT-OF-WAY	394,688 S.F.	9.06	23.28%	PUBLIC
TRACT A - DETENTION POND	24,361 S.F.	0.56	1.44%	HOA
TRACT D - CITY PARK	193,075 S.F.	4.43	11.39%	PUBLIC
TRACT F - UTILITIES	2,119 S.F.	0.05	0.12%	HOA
REMAINING TRACTS	55,701 S.F.	1.28	3.28%	HOA
TOTAL SITE AREA:	1,695,686 S.F.	38.93	AC	

**ACCEPTANCE BLOCK**  
THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.  
CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
CITY PLANNER \_\_\_\_\_ DATE \_\_\_\_\_

FOR REVIEW - NOT FOR CONSTRUCTION

**VORTEX**  
ENGINEERING, INC.  
861 Road Avenue  
Grand Junction, CO 81501  
Phone: (970) 245-9051  
Fax: (970) 245-7639

**STEPHEN E. SWINDELL**  
PROFESSIONAL ENGINEER  
COLORADO LICENSE NO. 57668

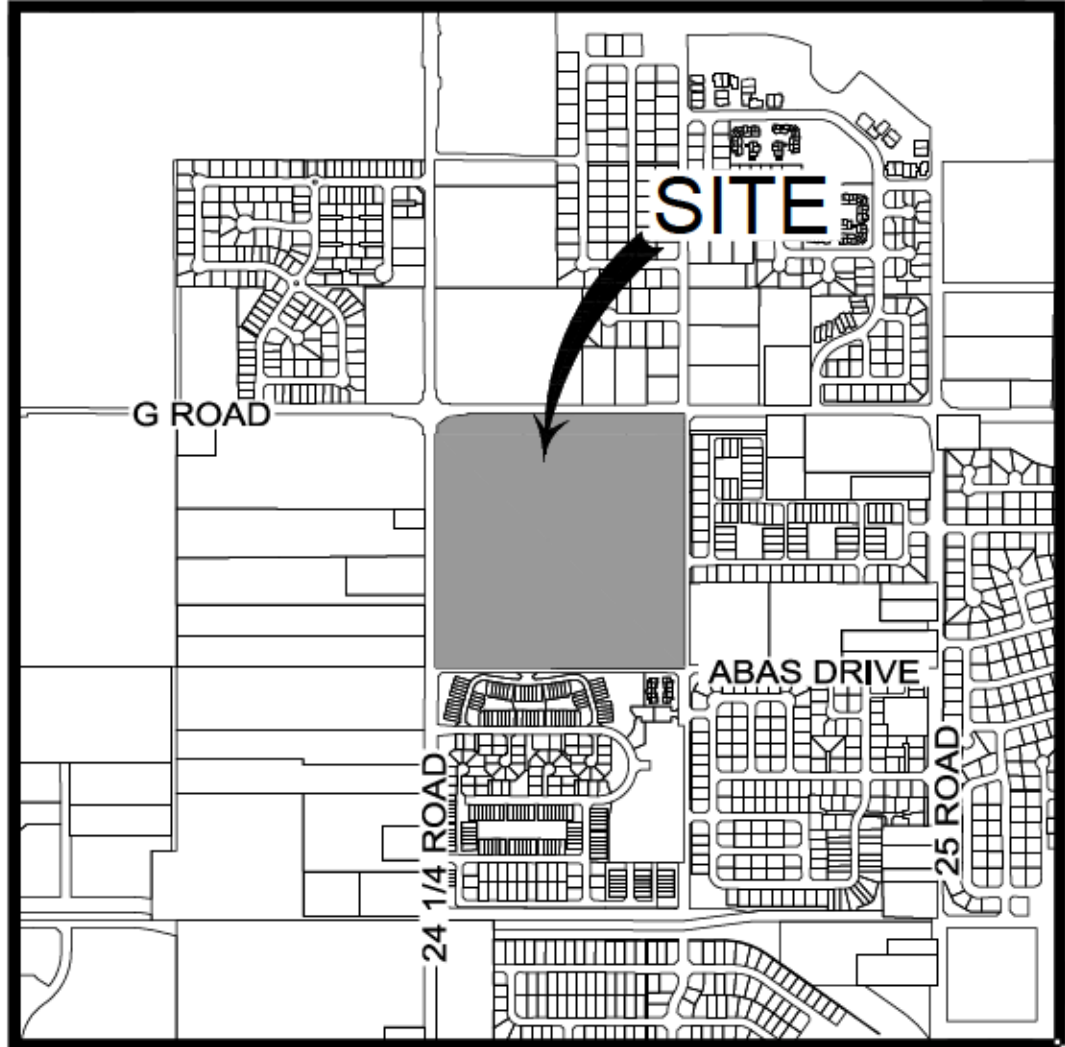
NO.	REVISION	DATE	BY
1	1-15-21	12-24-20	VA

CITY COMMENTS	ROUND	12-24-20	VA	BY

Site Plan  
**Founders Colony**  
**Subdivision Plan - Filing 1**  
680 24 1/2 Road  
Grand Junction, CO 81505

PROJECT NO: F17-083  
DATE: 10/22/2020  
117-083 site.dwg  
-SHEET-  
**C1.0**





VICINITY MAP  
N.T.S.

NOTES:

1. BASIS OF BEARING: USING THE MESA COUNTY REAL TIME VIRTUAL REFERENCE NETWORK, A BEARING AND DISTANCE OF N00°03'02"E AND 1318.08 FEET BETWEEN THE NE1/16 CORNER OF SECTION 4 MONUMENTED WITH A FOUND 2.5" ALUMINUM 30" WITNESS CORNER CAP AND THE E1/16 CORNER ON THE NORTH LINE OF SECTION 4 MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP (MCSM #548-1).
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.
3. 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 UNDER REC. NO. 25002.
4. TITLE INFORMATION PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. GJIF65036018-3, DATED MARCH 24, 2020.

SURVEYOR'S CERTIFICATE

I, ALEXANDRE B. LHERITIER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **FOUNDERS COLONY FILING 1** WAS SURVEYED BY ME OR UNDER MY RESPONSIBLE CHARGE. IT IS BASED UPON MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF ACCORDING TO APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

FOR REVIEW

FOUNDERS COLONY FILING 1  
SITUATED IN THE NW1/4NE1/4 OF SECTION 4,  
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

OWNERSHIP CERTIFICATE / DEDICATION STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, F 3/4 ROAD, LLC, IS THE OWNER OF RECORD OF THAT REAL PROPERTY SITUATED IN THE NW1/4NE1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO, THE OWNERSHIP OF WHICH IS DEMONSTRATED AT RECEPTION NO. 2839066 AND 2839078 OF THE RECORDS IN THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER. SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE1/16 CORNER OF SECTION 4, FROM WHICH THE E1/16 CORNER OF SECTION 4 BEARS N00°03'02"E 1318.08 FEET, RUNNING THENCE ALONG THE N1/16 LINE N89°55'59"W 1290.12 FEET TO THE EASTERLY RIGHT-OF-WAY OF 24 1/2 ROAD; THENCE ALONG SAID RIGHT-OF-WAY N00°01'53"E 1211.58 FEET; THENCE S89°58'12"E 10.00 FEET; THENCE N00°01'52"E 46.27 FEET; THENCE N53°18'46"E 66.89 FEET; THENCE S89°57'53"E 15.00 FEET; THENCE N81°56'34"E 92.33 FEET; THENCE N00°02'19"E 6.59 FET TO THE NORTH LINE OF SECTION 4; THENCE ALONG THE SAID NORTH LINE S89°57'41"E 1120.53 FEET TO THE E1/16 CORNER ON THE NORTH LINE OF SECTION 4; THENCE ALONG THE EAST 1/16 LINE OF SECTION 4 S00°03'02"W 1318.08 FEET TO THE NE1/16 CORNER OF SECTION 4 AND THE POINT OF BEGINNING.

PARCEL CONTAINS 38.93 ACRES.

SAID OWNERS HAVE CAUSED THE DESCRIBED REAL PROPERTY TO BE SURVEYED, LAID OUT, AND TO BE PUBLICLY KNOWN AS "FOUNDERS COLONY FILING 1"

ALL STREETS, ROADS, AND RIGHTS-OF-WAY ARE DEDICATED TO THE CITY OF GRAND JUNCTION FOR THE USE OF THE PUBLIC FOREVER.

ALL MULTIPURPOSE EASEMENTS ARE DEDICATED TO THE CITY OF GRAND JUNCTION AS PERPETUAL EASEMENTS FOR CITY APPROVED UTILITIES INCLUDING THE INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF SAID UTILITIES AND APPURTENANCES WHICH MAY INCLUDE BUT ARE NOT LIMITED TO, ELECTRIC LINES, CABLE TV LINES, NATURAL GAS PIPELINES, SANITARY SEWER LINES, STORM SEWERS, WATER LINES, TELEPHONE LINES, TRAFFIC CONTROL FACILITIES, STREET LIGHTING, LANDSCAPING, TREES AND GRADE STRUCTURES.

MULTIPURPOSE EASEMENTS OVER TRACTS A, B, C, AND E ARE DEDICATED TO THE CITY OF GRAND JUNCTION.

TRACT D IS DEDICATED TO THE CITY OF GRAND JUNCTION FOR THE USE OF THE PUBLIC FOREVER..

TRACTS A, B, C, E, AND F ARE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

THE CITY OF GRAND JUNCTION IS HEREBY GRANTED A PERPETUAL EASEMENT FOR THE INSPECTION, INSTALLATION, OPERATION, MAINTENANCE, AND REPAIR OF DETENTION AND DRAINAGE FACILITIES AND APPURTENANCES THERETO OVER EACH DRAINAGE EASEMENT SHOWN HEREON. THE CITY OF GRAND JUNCTION IS ALSO DEDICATED REASONABLE INGRESS/EGRESS ACCESS TO THE DRAINAGE/DETENTION EASEMENT AREAS. THE OWNER(S) AND/OR THE PROPERTY OWNERS' ASSOCIATION, IF ONE EXISTS, IS NOT RELIEVED OF ITS RESPONSIBILITY TO INSPECT, INSTALL, OPERATE, MAINTAIN, AND REPAIR THE DETENTION AND DRAINAGE FACILITIES.

ALL TRACTS/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, AND IN DRAINAGE AND DETENTION/RETENTION EASEMENTS OR TRACTS, THE RIGHT TO DREDGE; PROVIDED HOWEVER, THAT THE BENEFICIARIES/OWNERS SHALL UTILIZE THE SAME IN A REASONABLE AND PRUDENT MANNER. FURTHERMORE, THE OWNERS OF SAID LOTS OR TRACTS HEREBY PLATTED SHALL NOT BURDEN OR OVERBURDEN SAID EASEMENTS BY ERECTING OR PLACING ANY IMPROVEMENTS THEREON WHICH MAY IMPEDE THE USE OF THE EASEMENT AND/OR PREVENT THE REASONABLE INGRESS AND EGRESS TO AND FROM THE EASEMENT.

ALL IRRIGATION EASEMENTS ARE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

SAID OWNERS HEREBY ACKNOWLEDGE THAT ALL LIENHOLDERS OR ENCUMBRANCES, IF ANY, ASSOCIATED WITH THE INTERESTS OF THIS PLAT HAVE BEEN REPRESENTED HEREON.

LLYOD J. (JOHN) DAVIS, MANAGER, F 3/4 ROAD, LLC DATE

NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO )

)§

COUNTY OF MESA )

THIS PLAT WAS ACKNOWLEDGED BEFORE ME BY LLYOD J. (JOHN) DAVIS, MANAGER, F 3/4 ROAD, LLC., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

FOR CITY USE ONLY:

ASSOCIATED RECORDED DOCUMENTS  
RECEPTION NO. DOCUMENT TYPE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED, HEREBY CERTIFIES THAT IT IS A HOLDER OF A SECURITY INTEREST UPON THE PROPERTY HEREON DESCRIBED AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREE THAT ITS SECURITY INTEREST WHICH IS RECORDED WITH RECEPTION NUMBER 2839074, 2839079, AND 2886707 OF THE PUBLIC RECORDS OF MESA COUNTY, COLORADO SHALL BE SUBORDINATED TO THE DEDICATIONS SHOWN THEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS \_\_\_\_\_(TITLE), WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION

STATE OF \_\_\_\_\_ )

)§

COUNTY OF \_\_\_\_\_ )

THIS PLAT WAS ACKNOWLEDGED BEFORE ME BY \_\_\_\_\_, AS \_\_\_\_\_, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

CITY OF GRAND JUNCTION APPROVAL

FOUNDERS COLONY FILING 1, A SUBDIVISION OF THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO, IS HEREBY APPROVED AND DEDICATIONS ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY MANAGER

MAYOR

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )

)§

COUNTY OF MESA )

I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_M., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND WAS RECORDED AT RECEPTION NO. \_\_\_\_\_.

DRAWER NO. \_\_\_\_\_, FEES \_\_\_\_\_.

BY: \_\_\_\_\_

CLERK AND RECORDER

DEPUTY

TITLE CERTIFICATION

LAND TITLE GUARANTEE COMPANY, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT WE HAVE EXAMINED TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO F 3/4 ROAD, LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON AND THAT THERE ARE NO OTHER ENCUMBRANCES OF RECORD; THAT ALL EASEMENTS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD ARE SHOWN HEREON.

NAME AND TITLE  
LAND TITLE GUARANTEE COMPANY

DATE

REVISION 1: 12/31/2020

FOUNDERS COLONY FILING 1

LOCATED IN THE  
NW1/4NE1/4 of Section 4, T1S, R1W, Ute Meridian  
City of Grand Junction, Mesa County, Colorado

VORTEX  
ENGINEERING, INC.

861 Road Avenue  
Grand Junction, CO 81501  
Phone: (970) 245-9051  
Fax (970) 245-7639




FELDWOR: ABL DRAWING: F17-083-FILING 1 PLAT.DWG DATE: 09/09/2020

DRAWN BY: ABL JOB NUMBER: F17-083

SHEET 1 OF 3



SITUATED IN THE NW1/4NE1/4 OF SECTION 4,  
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

	PROPERTY BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	SURVEY CONTROL LINE
	MULTI-PURPOSE EASEMENT
	IRRIGATION EASEMENT
	ADJOINER PROPERTY LINE
	EXISTING EASEMENT AS NOTED

- ⊕ FOUND SURVEY CONTROL MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- SET #5 REBAR WITH 2" ALUMINUM CAP MARKED "VORTEX ENGINEERING PLS 38464" IN CONCRETE

MCSM -	MESA COUNTY SURVEY MONUMENT
N	NORTH
S	SOUTH
E	EAST
W	WEST
C	CENTER
T	TOWNSHIP
R	RANGE
CB -	CHORD BEARING
CD -	CHORD DISTANCE
SF -	SQUARE FEET
AC -	ACRES
EX -	EXISTING
W.C. -	WITNESS CORNER
MPE -	MULTIPURPOSE EASEMENT
REC. NO. -	RECEPTION NUMBER

RESIDENTIAL LOTS (46):	4.59 AC.	11.80%
FUTURE DEVELOPMENT:	24.72 AC.	63.51%
POND (TRACT A)	0.56 AC.	1.44%
LANDSCAPING (TRACTS B&C):	0.37 AC.	0.96%
PARK/LEACH CREEK (TRACT D):	4.43 AC.	11.39%
PRIVATE DRIVE (TRACT E):	0.23 AC.	0.60%
IRRIGATION (TRACT F):	0.05 AC.	0.12%
RIGHT-OF-WAY:	3.96 AC.	10.18%
TOTAL:	38.93 AC.	100.00%

I, ALEXANDRE B. LHERITIER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF FOUNDERS COLONY FILING 1 WAS SURVEYED BY ME OR UNDER MY RESPONSIBLE CHARGE. IT IS BASED UPON MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF ACCORDING TO APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

A north arrow pointing upwards with the letter 'N' in the center. Below it is a graphic scale bar labeled 'SCALE IN FEET' with markings at 100, 50, 0, 100, and 200. Below the scale bar is the text '1" = 100'' and 'LINEAL UNITS = U.S. SURVEY FEET'.

S89°57'41"E 1120.53'

FOUND 2" ALUMINUM CAP  
MARKED "PLS 20677 - 10" W.C."

12.00'

1378.08'

521.56'

S00°03'02"W

FOUND 3.25" ALUMINUM CAP  
E1/16 ON NORTH LINE OF SECTION 4  
T1S, R1W, UTE MERIDIAN  
MCSM #548-1

FOUND 32.5" ALUMINUM CAP  
N1/4 SECTION 4  
T1S, R1W, UTE MERIDIAN  
MCSM #544-1

ADDITIONAL  
RIGHT-OF-WAY  
REC. NO. 2197738

N53°18'46"E 66.89'

N00°01'52"E 46.27'

S89°58'12"E 10.00'

21.39'

N00°02'07"E 25.91'

NB2°57'02"E 94.35'

56.22'

38.14'

S89°57'53"E 88.11'

ARC LENGTH=38.54'

EX. DRAINAGE EASEMENT  
REC. NO. 2197739

RADIUS=47.31'  
L=64.53'  
Δ=78°09'30"  
CB=54°3'52"17"W  
CD=59.64'

ALUMINUM CAP  
CORNER

SECTION 4  
UTE MERIDIAN

BEGINNING

**DETAIL 'A'**  
SCALE: 1"=40'

*LOCATED IN THE  
NW1/4NE1/4 of Section 4, T1S, R1W, Ute Meridian  
City of Grand Junction, Mesa County, Colorado*

**VORTEX**  
ENGINEERING, INC.

861 Rood Avenue  
Grand Junction, CO 81501  
Phone: (970) 245-9051  
Fax (970) 245-7639

FIELDWORK: ABL	DRAWING: F17-083-FILING 1 PLAT.DWG	DATE: 09/09/2020
DRAWN BY: ABL	JOB NUMBER: F17-083	SHEET 2 OF



# FOUNDERS COLONY FILING 1

SITUATED IN THE NW1/4NE1/4 OF SECTION 4,  
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN,  
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

## LEGEND

	PROPERTY BOUNDARY
	RIGHT-OF-WAY
	LOT LINE
	SURVEY CONTROL LINE
	MULTI-PURPOSE EASEMENT
	IRRIGATION EASEMENT
	ADJOINER PROPERTY LINE
	EXISTING EASEMENT AS NOTED

- ◆ FOUND SURVEY CONTROL MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- SET #5 REBAR WITH 2" ALUMINUM CAP MARKED "VORTEX ENGINEERING PLS 38464" IN CONCRETE

## TABLE OF ABBREVIATIONS

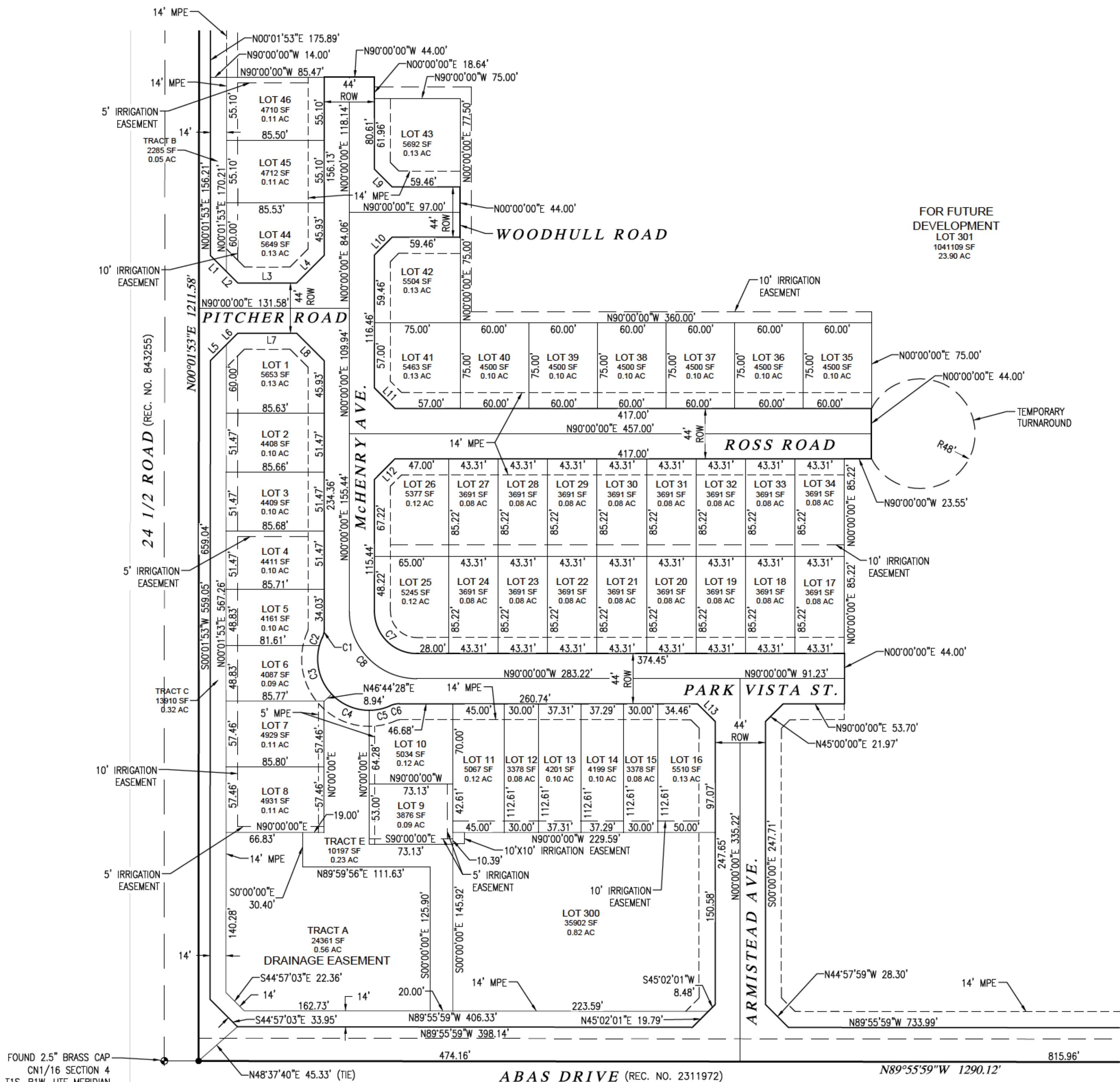
MCSM	-	MESA COUNTY SURVEY MONUMENT
N	-	NORTH
S	-	SOUTH
E	-	EAST
W	-	WEST
C	-	CENTER
T	-	TOWNSHIP
R	-	RANGE
CB	-	CHORD BEARING
CD	-	CHORD DISTANCE
SF	-	SQUARE FEET
AC	-	ACRES
EX	-	EXISTING
W.C.	-	WITNESS CORNER
MPE	-	MULTIPURPOSE EASEMENT
REC. NO.	-	RECEPTION NUMBER

## AREA SUMMARY:

RESIDENTIAL LOTS (46):	4.59 AC.	11.80%
FUTURE DEVELOPMENT:	24.72 AC.	63.51%
POND (TRACT A):	0.56 AC.	1.44%
LANDSCAPING (TRACTS B&C):	0.37 AC.	0.96%
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IRRIGATION (TRACT F):	0.05 AC.	0.12%
RIGHT-OF-WAY:	3.96 AC.	10.18%
TOTAL:	38.93 AC.	100.00%

## SURVEYOR'S CERTIFICATE

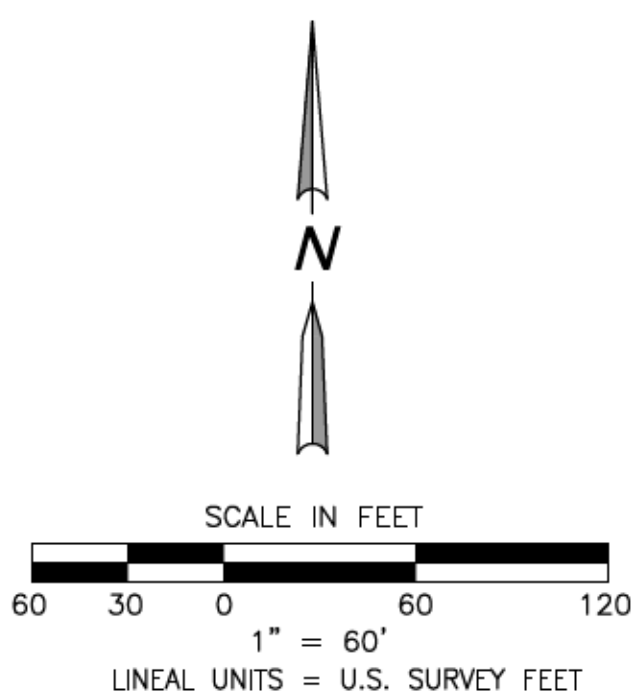
I, ALEXANDRE B. LHERITIER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF FOUNDERS COLONY FILING 1 WAS SURVEYED BY ME OR UNDER MY RESPONSIBLE CHARGE. IT IS BASED UPON MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF ACCORDING TO APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



LINE TABLE		
Line #	Bearing	Distance
L1	N44°59'04\"W	19.79'
L2	N44°59'04\"W	14.14'
L3	N90°00'00\"W	51.49'
L4	S45°00'00\"W	34.04'
L5	N45°00'56\"E	19.80'
L6	N45°00'56\"E	14.15'
L7	N90°00'00\"E	51.52'
L8	S45°00'00\"E	34.04'
L9	N45°00'00\"W	21.97'
L10	S45°00'00\"W	21.97'
L11	S45°00'00\"E	25.46'
L12	S45°00'00\"W	25.46'
L13	S45°00'00\"E	21.97'

CURVE TABLE					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Distance
C1	20.00'	24°12'55\"	8.45'	N12°06'28\"E	8.39'
C2	45.00'	8°55'52\"	7.01'	N19°44'59\"E	7.01'
C3	45.00'	58°32'34\"	45.98'	N13°59'15\"W	44.01'
C4	45.00'	47°01'13\"	36.93'	N66°46'09\"W	35.90'
C5	45.00'	23°56'10\"	18.80'	S77°45'10\"W	18.66'
C6	20.00'	24°12'55\"	8.45'	S77°53'32\"E	8.39'
C7	37.00'	90°00'00\"	58.12'	S45°00'00\"E	52.33'
C8	59.00'	90°00'00\"	92.68'	N45°00'00\"W	83.44'

FOR REVIEW



FOUNDERS COLONY FILING 1

LOCATED IN THE  
NW1/4NE1/4 of Section 4, T1S, R1W, Ute Meridian  
City of Grand Junction, Mesa County, Colorado

**VORTEX**  
ENGINEERING, INC.

861 Road Avenue  
Grand Junction, CO 81501  
Phone: (970) 245-9051  
Fax: (970) 245-7639

FIELDWORK: ABL	DRAWING: F17-083-FILING 1 PLAT.DWG	DATE: 09/09/2020
DRAWN BY: ABL	JOB NUMBER: F17-083	SHEET 3 OF 3



## **Parks and Recreation Advisory Board Minutes Regular Meeting – February 6, 2020**

Meeting Location: Parks and Recreation Office Conference Room

### **Roll Call**

Board Members Present: Nick Allan  
William Findlay  
Beau Flores  
Marc Litzen  
Phil Pe'a  
Gary Schroen  
Byron Wiehe

Guests Present: Robert Jones, Vortex Engineering

City Staff Present: Ken Sherbenou, Director of Parks and Recreation  
Kristen Ashbeck, Senior Planner  
Allison Little, Administrative Specialist

**Item 1: Meeting called to order by Gary Schroen at 12:00 p.m.**

**Item 2: Approve minutes from the January 6, 2019 Parks and Recreation Advisory Board Meeting**  
William Findlay made a motion to approve the minutes. The motion was seconded by Beau Flores and carried unanimously.

Motion approved by the Parks and Recreation Advisory Board: Yes 6 No 0

### **Item 3: Founders Colony Presentation**

Ken Sherbenou, Parks and Recreation Director, advised the Board that he and Parks Superintendent Randy Coleman had been meeting regarding this subdivision and that the developer was receptive to input from the Parks division. Kristen Ashbeck with Community Development talked with the Board about the proposal. This development serves an area where there is a lack of neighborhood parks, and it is the last larger property with the potential to include space for a neighborhood park. The property is bordered by G Road and 24.5 Road and would also include a trail connection. The proposed park area would 4.76 acres of a 39 acre development, exceeding the 10% requirement. Marc Litzen made a motion that the Parks and Recreation Advisory Board recommend acceptance of the proposed dedication within the Founders Colony subdivision proposal for a neighborhood park. The motion was seconded by Byron Wiehe and carried unanimously.

Motion approved by the Parks and Recreation Advisory Board: Yes 6 No 0

### **Item 4: Parks, Recreation, and Open Space Master Plan**

Ken Sherbenou informed the Board that the Request for Proposal is almost ready. Staff expects the master planning process to take about six months and wants to engage community feedback widely. There will be a Citizen Task Force appointed (similar to the Comprehensive Plan Advisory Committee). The consulting team will also meet with individual interest groups such as PRAB, sports organizations, and hold open community meetings. The Parks and Recreation Advisory Board will be asked to vote on whether or not to recommend adoption. That recommendation will be forwarded to Council for final adoption. Once the Master Plan is adopted the work of implementation can begin.



**Item 5: City of Grand Junction Golf**

There was no report or discussion on this item.

**Item 6: Criteria for adding items to the Agenda**

Board members requested clarification on what should constitute an item that is placed on a future agenda versus discussed in the moment at a meeting. Ken Sherbenou advised the Board that items that require staff to gather resources or background information, require action (a vote), or require more than ten minutes of discussion should be placed on the agenda in advance of the meeting. Board members requested adding a standing agenda item to each meeting so that they may address future meeting agenda. Board members also requested to have any background materials in advance (as opposed to handed out at the meeting) if action was required on an item. Board members requested updates on the Orchard Mesa Pool and Glacier Ice arena at the March Parks and Recreation Advisory Board meeting.

**Item 7: For the Good of the Community**

Ken Sherbenou informed the Board that the Council Member Pe'a facilitated a well-attended meeting on the Orchard Mesa Pool. Members of the public offered comment and representatives from each of the partner organizations were in attendance. The building needs around \$2M in improvements. No decision was made at this meeting. And the partner organizations will meet again on February 20 at 10am.

Regarding the ice rink, Councilor Pe'a advised the Board that the City Council is considering options to operate the rink and acknowledges a need for an ice rink in the community. Staff are continuing to work to gather as much information as possible so that Council may make a fully informed decision.

Ken Sherbenou reminded the Board that in past years a Board member has participated in the JUCO Concessionaire selection process. The 2020 selection meeting will be on February 27 from 11:30 – 1:30pm in the Hospitality Suite. Nick Allen volunteered to participate on behalf of the Board.

Ken Sherbenou shared with the Board that there will be a "Chain Breaking" grand opening event for the Monument Trails section on Thursday, February 20 at 4:00 p.m. This will be a great celebration of the new trail section linking the Riverfront Trail to the Lunch Loop area trails. Additionally, there will be a ribbon cutting ceremony on the new Sherwood Park Playground later in March.

**Item 8: Adjourn**

The meeting adjourned by acclamation at 1:05 pm.

Respectfully submitted,

Allison Little  
Administrative Specialist



## Grand Junction City Council

### Regular Session

Item #5.b.

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**Meeting Date:** March 17, 2021

**Presented By:** John Shaver, City Attorney, Trent Prall, Public Works Director

**Department:** City Attorney

**Submitted By:** John Shaver

---

### **Information**

#### **SUBJECT:**

Ratify the President of the Council's Prior Approval of a Crossing Agreement with Redlands Water and Power for Granite Falls Way in the Granite Falls Subdivision

#### **RECOMMENDATION:**

Ratify the signature of the President of the Council on a crossing agreement with Redlands Water and Power for Granite Falls Way in the Granite Falls Subdivision

#### **EXECUTIVE SUMMARY:**

Redlands Water has determined that it will allow a crossing of its canal for the Granite Falls development project. Redlands requires the signature of the Mayor/Council approving the agreement. To facilitate construction of Granite Falls Way prior to irrigation season the Mayor has executed the agreement and this action is to ratify that signature and approve the agreement.

#### **BACKGROUND OR DETAILED INFORMATION:**

Redlands Water has determined that it will allow a crossing of its canal for the Granite Falls development project. Redlands requires the signature of the Mayor/Council approval of a crossing agreement. In order to facilitate construction of the subdivision improvements prior to the canal flowing water for the 2021 irrigation season, the Mayor signed the crossing agreement on March 11. With that signature Granite Falls began the construction mobilization to complete the crossing prior to Redlands Water turning inn the water.

The agreement defines and describes the limits of the crossing and obligates the City

to maintain the road following completion of and acceptance of the construction by the developer. City staff has reviewed the agreement and recommends approval. The agreement provides that the crossing is established in an easement instead of being owned by the City as would be preferred; however, Redlands will allow the crossing only with easement rights being transferred.

The agreement will allow the developer to build the public road/sidewalk and for Ute Water to install a water line. No sewer, storm, or dry utilities are allowed in the crossing easement. The second access connection across the Redlands canal will satisfy the access requirements of the City Code. Without the agreement the project could not legally proceed.

**FISCAL IMPACT:**

The agreement obligates the City to maintain the Granite Falls Way after construction and acceptance of the improvements. The cost of that maintenance over time will be that customarily associated with City acceptance of a new street into the City transportation system.

**SUGGESTED MOTION:**

I move to ratify, confirm and approve the Construction, Maintenance, Crossing and Easement Agreement by and between Granite Falls Grand Junction LLC, Redlands Water and Power Company, Granite Falls Homeowners Association and the City of Grand Junction for Granite Falls Way in the Granite Falls subdivision in the City of Grand Junction, Colorado.

**Attachments**

1. Redlands Water and Power Construction Maintenance Crossing and Easement Agreement



## CONSTRUCTION, MAINTENANCE, CROSSING AND EASEMENT AGREEMENT

THIS CONSTRUCTION, MAINTENANCE, CROSSING AND EASEMENT AGREEMENT ("Agreement") is made this 24<sup>th</sup> day March 2021, and is between **REDLANDS WATER AND POWER COMPANY**, a Colorado nonprofit corporation ("RWP"), whose address is 2216 South Broadway, Grand Junction, CO 81507, **GRANITE FALLS GJ, LLC** ("Developer"), whose address is 330 Grand Avenue, Suite B, P.O. Box 3669, Grand Junction, CO 81502, **GRANITE FALLS HOMEOWNERS ASSOCIATION, INC.** ("Association"), whose address is 330 Grand Avenue, Suite B, P. O. Box 3669, Grand Junction, CO 81502, and the **CITY OF GRAND JUNCTION** ("CITY"), whose address is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501. Collectively, RWP, Developer, Association and City may be referred to as the "Parties" and separately referred to as a "Party."

### RECITALS:

- A. RWP is the owner and operator of a system of irrigation canals and related facilities located in the Redlands area of Mesa County, Colorado for the delivery of irrigation water to its shareholders ("Canal Facilities"). The Canal Facilities include the canal beds, banks, embankments, erosion control, access roads, head gates, flumes, pipes, bridges and all other equipment, structures, improvements, and facilities appurtenant thereto or used in connection therewith. The Redlands Second Lift Canal ("Second Lift Canal") is part of the Canal Facilities. Whenever the term "Canal Facilities" is used herein it shall include the Second Lift Canal.
- B. Developer is the owner of real property in Mesa County, Colorado to be platted as Granite Falls Subdivision, Filing No. Four, also known as 413 South Camp Road, Grand Junction, CO 81507 ("Filing Four").
- C. Developer is in the process of developing Filing Four into residential lots. As part of the development of Filing Four, Developer seeks to cross the Second Lift Canal with a public street to be known as Granite Falls Way, hereafter referred to as the "Project." In connection therewith, the Developer will construct certain improvements in accordance with the Plans and Specifications (defined below) over and across the Second Lift Canal. Upon completion the Project will allow for the crossing of the Second Lift Canal by Granite Falls Way without hindering or obstructing RWP's use, operation, maintenance, and repair of the Second Lift Canal, and providing the City with public street ingress and egress and allowing for a water line utility connection to the development, collectively hereafter the "Improvements."

- D. The Association is a nonprofit corporation formed for the purpose of being the Association in any applicable restrictive covenants for Filing Four.
- E. Following construction, seasoning, and testing of the Improvements and acceptance of Granite Falls Way into the CITY's public street system, the CITY will perpetually maintain and repair the street and bridge features of the Improvements as shown on the Plans and Specifications.
- F. The Developer, Association and City seek RWP's approval of the Plans and Specifications for the Project and the grant of easements for a public street and a water line utility to construct, install and maintain and repair the Improvements as provided herein within that portion of the Second Lift Canal all as depicted and described in the Plans and Specifications, hereafter the "Easement Area."

**NOW THEREFORE**, in consideration of the recitals and the mutual covenants and promises below, the Parties agree as follows:

1. Plans and Specifications. Developer has caused to be prepared certain Plans and Specifications for the Improvements for the review and approval of RWP identified as Sheet C 57 Granite Falls Subdivision – Filing 4 Canal Crossing and Profile prepared by River City Consultants, Project #0208-026 issued November 6, 2020, incorporated herein by this reference. The Developer agrees as follows as to the Plans and Specifications:
  - a. The Plans and Specifications are free from material errors, defects, or omissions, are suitable for the construction and installation of the Improvements and that once installed, the Improvements will not interfere with or hinder the operation, maintenance, and repair of the Second Lift Canal and the delivery of irrigation water to RWP's shareholders.
  - b. RWP's review and/or approval of the Plans and Specifications, including, but not limited to, the review of the same by any consultant engaged by RWP for such purpose, is solely and only for the use and benefit of RWP and is not intended and may not be construed as RWP's or its consultant's warranty, certification, or representation that the Plans and Specifications are accurate, free from material errors or defects or are suitable for construction of the Improvements in the Easement Area. Developer waives any claim against RWP arising from, or related to, RWP's or its consultant's review and/or acceptance of the Plans and Specifications.

- c. Developer assumes all risks related to the accuracy and suitability of the Plans and Specifications for the Improvements.

2. Grant of Access and Use Easements.

- a. RWP grants to Developer and the CITY easements to enter upon and use the Easement Area for the sole and only purpose of constructing the Improvements, extending Granite Falls Way to Filing Four and thereafter for the City to perpetually maintain and repair Granite Falls Way for public use and a water line utility so that the Improvements maintain the physical condition and function according to the Plans and Specifications.
- b. The easements shall be granted without RWP's representation or warranty of any type, whether express or implied, as to RWP's legal interest in the Easement Area or the suitability of or any physical condition of the surface or subsurface of the Easement Area. The Developer and the CITY assume all risks regarding the physical condition of the Easement Area for the purposes authorized in this Agreement.
- c. Developer, CITY and Association shall not grant, convey, transfer, assign or dedicate any right, title, or interest in or to the Project Area, the Improvements or the easements granted hereby at any time to any third party or to the public, including any utilities, except for the water line described in the Plans and Specifications, without RWP's express written consent. Excepted here from are persons or entities performing the construction, maintenance, and repair of the Improvements who are authorized to enter upon the easements for such purposes.
- d. At all times, the easements granted hereby shall be subordinate and subject to RWP's dominant right to operate, maintain, and repair the Canal Facilities.

3. Construction of the Improvements.

- a. The Work. The Developer shall perform, contract, engage, obtain, or otherwise provide for, all labor, materials, equipment, supplies, and permits, including permission of any landowners affected by the improvements, that are reasonable or necessary for the commencement and completion of the Improvements, hereafter collectively referred to as the "Work."



- b. Construction Schedule. Prior to the commencement of any Work, the Developer shall provide RWP with a construction schedule, including the anticipated times, dates or points of construction requiring inspection by any governmental entity having jurisdiction over the Work.
- c. Commencement, Completion and Construction. Work shall commence upon execution hereby by the parties, and all Work affecting the Easement Area and the Canal Facilities shall be conducted during the winter months so as to avoid interference with the operation of the Canal Facilities and completed on or before noon, April 2, 2021. The timing, sequence and staging of the Work shall be coordinated with RWP. The Developer shall insure that all Work does not interfere with RWP's use, operation and maintenance of the Canal Facilities and that the Improvements will be completed by the construction dates set forth herein.
- d. Conditions of Construction.
  - i. The Work shall (A) be constructed strictly in conformance with the Plans and Specifications unless deviations are approved by RWP in writing, (B) be pursued with diligence and in a good and workmanlike manner, and (C) comply with all laws, ordinances, rules, regulations, and orders of any applicable governmental authority bearing on the performance of the Work, including any applicable building or construction codes. Any Work not conforming thereto shall be corrected by the Developer immediately at their sole expense.
  - ii. The Developer shall pay all costs, expenses, fees, or other disbursements which are reasonable or necessary for the performance of the Work in a timely manner.
  - iii. The Developer shall be solely responsible for all construction means, methods, techniques and sequences and procedures, subject to the Developer's obligation to coordinate with RWP, and to complete all Work in accordance with this Agreement and the Plans and Specifications. The Developer shall further be solely responsible for obtaining or contracting for all labor, materials, equipment, tools, machinery, utilities, transportation and other services or items necessary for the proper execution and completion of the Work, and shall be solely obligated to pay any costs or expenses, therefore.
  - iv. The Developer shall ensure that all employees or subcontractors performing the Work shall always observe and conduct

themselves in a disciplined and professional manner. The Developer shall not employ or engage any person, contractor, or subcontractor, or suffer or permit the employment of any employee of any contractor or subcontractor that is unfit or not skilled in the task assigned to him or her. The Developer shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the Work to prevent bodily injury, death or property damage to any person or property and damage to the Canal Facilities, the Easement Area or any property adjoining the Canal Facilities.

- v. The Developer shall not cause or suffer any mechanic's lien or other encumbrance to be placed upon the Easement Area, or any part of the Canal Facilities in connection with the performance of the Work or the operation, maintenance, or repair of the Improvements. In the event any mechanic's lien or other encumbrance is asserted or filed on the Easement Area or any part of the Canal Facilities, the Developer shall immediately cause the removal thereof by payment of the lien or substituting a bond under the Colorado Mechanic's Lien Act.
- vi. At all times during performance of the Work, the Developer shall keep the Easement Area and any land immediately adjoining the Easement Area affected by construction of the Improvements free from the accumulation of waste materials or rubbish. Upon completion of the Work, the Developer shall remove all waste material and rubbish from the Easement Area, as well as all tools, construction equipment, machinery and surplus machinery and, to the extent that the Developer disturb any of the Canal Facilities or other property adjacent to the Improvements, to restore all the land and facilities affected by the Improvements including land adjacent to the Canal Facilities to the condition existing prior to the commencement of construction, except as is specifically provided in the Plans and Specifications.
- e. Subcontractors. The Developer shall cause each contractor and subcontractor to maintain insurance complying with the laws of the State of Colorado for workers' compensation, unemployment compensation and occupational diseases. Prior to the commencement of the Work, the Developer shall provide to RWP certificates of insurance showing such coverage in effect and also providing that such insurance will not be canceled or modified except upon thirty (30) days written notice to RWP.

- f. Notice of Inspection, Covering of the Work. The Developer shall give RWP timely notice of readiness for inspection of any aspects of the Work or any features thereof that require inspection by any governmental entity having authority over the same, or on which RWP or its consultant(s) request inspection. For any aspect of the Work requiring inspection, the Developer shall furnish RWP with all required certificates of inspection, testing or approval. The conduct of any inspections, tests, or approvals by RWP or its engineer shall not relieve the Developer from any warranty or obligation under this Agreement. The Developer shall not cover up or backfill any aspect of the Work requiring inspection, testing or approval prior to such inspection. If any aspect of the Work is covered up or backfilled contrary to the provisions hereof, or before it has been inspected, tested, or approved, or in the event the Developer fails to deliver any required documentation of inspection, testing or approval, then RWP or its consultant(s) may order the uncovering of such Work to conduct such observation, inspection, testing or approval at the Developer's expense.
  - g. Reimbursement of RWP's Costs and Consulting Fees. The Developer agree to reimburse RWP's reasonable out-of-pocket expenses and internal administrative costs it incurs to review Plans and Specifications, to develop this Agreement, to oversee the Work and for the subsequent seasoning and testing of the Improvements. Such costs may include, but are not limited to, fees charged to RWP by its consulting engineer and regularly employed legal counsel according to their prevailing rates, and in addition, the time of RWP's management and administrative employees and staff to be reimbursed at the rate of \$55.00 per hour. The Developer shall reimburse RWP for such costs within thirty (30) days following RWP's submittal of an invoice for the same, attaching supporting invoices and documentation if requested, up to but not exceeding in the aggregate \$7,500.00.
- 4. Maintenance, and Repair of Improvements. Following the construction, seasoning and testing of the Improvements, the CITY shall undertake the perpetual maintenance and repair of the Improvements to function according to their intended purpose according to the Plans and Specifications. All maintenance and repairs performed by the CITY shall be coordinated with RWP and shall be undertaken and completed as follows:
  - a. Seasonal Activities. During the irrigation season (April 1 to October 31), the CITY's maintenance and repair of the Improvements shall not be conducted below water level, interfere with the water flowing in the Second Lift Canal, interfere with RWP's operation, maintenance and repair of the Canal Facilities or block, obstruct or



close the passage of RWP's equipment, personnel or vehicles over and across the Second Lift Canal. During the non-irrigation season (November 1 through March 31), RWP and the CITY shall coordinate their respective operations, maintenance, or repairs to the Improvements so as to avoid any conflict in the respective activities of the CITY and RWP in regard to the operation, maintenance, and repairs of the Improvements and/or the Canal Facilities. All of the CITY's repair or maintenance work performed in the non-irrigation season shall be completed on or before March 15 of such year.

- b. Emergencies. An emergency situation shall mean any event, including a break, leak, or failure for any reason in the Improvements of the Canal Facilities related thereto that creates a danger to persons, property and/or the environment as reasonably determined by the CITY, any governmental entity or agency having or asserting jurisdiction thereof, or RWP. In the event of an emergency situation, the CITY and/or RWP and/or other governmental entity or agency shall immediately undertake such action as is reasonable or necessary to commence repair of the Improvements or Canal Facilities related thereto as the case may be, and to diligently pursue repair efforts so as to eliminate, minimize and reduce the actual threat of loss or damage to persons, property and/or the environment.
5. Insurance. The Developer shall purchase and maintain general commercial liability insurance in an amount reasonably acceptable to RWP and name RWP as an additional insured against any and all loss, liability, claim or damage, including, but not limited to, claims for bodily injury, property damage or death, arising from or caused by errors or omissions in the Plans and Specifications or the construction, installation, seasoning, and testing of the Improvements. Insurance shall include claims based on the acts or omissions of the Developer and their agents and employees, and all persons or entities engaged by the Developer for any aspect of the Project or the Work, including the creation of the Plans and Specifications and any contractor, subcontractor or other person or entity engaged for the purpose of performing the Work or repairing, maintaining the Project/the Improvements. The CITY's immunity under the Governmental Immunity Act and any insurance maintained by the CITY shall not limit the CITY's contractual obligations to RWP under this Agreement in the event of a default by the CITY under this Agreement regarding the maintenance and repairs of Granite Falls Way/ the street and bridge features of the Improvements as shown on the Plans and Specifications; provided, however, nothing contained herein shall limit the CITY in asserting the defense of governmental immunity with respect to claims by third parties against the CITY or RWP.

6. Default and Remedies. Time is of the essence for the performance of the obligations under this Agreement. A default shall be deemed to have occurred in the event a Party fails or refuses to perform any task, duty or other obligation provided in this Agreement following seven (7) days advance written notice of such failure or refusal. In the event of a default, RWP may, in its sole and absolute discretion, and without limitation on any other remedies available to RWP at law or in equity, undertake any one or all of the following remedies:

- a. To seek a declaratory judgment to determine any question of fact or law applicable to this Agreement, including the interpretation of this Agreement, or the performance or nonperformance of any duty or obligation arising out of or under this Agreement.
- b. To seek appropriate legal and/or equitable relief, including temporary restraining orders, preliminary or permanent injunctions, specific performance and/or compensatory damages.
- c. To exercise self-help to cure a default including, but not limited to, the seasoning, testing and any corrective work to the Improvements; repairing, maintaining or restoring any aspect of the Improvements or Canal Facilities damaged or impaired by a default under this Agreement; or, the undertaking of repairs and/or maintenance to the Improvements, including the use of RWP's personnel or equipment or the engagement of independent parties or contractors to accomplish such purpose or objective.
- d. To recover all costs and expenses that RWP reasonably pays or incurs or is advanced by RWP in the exercise of any remedy provided herein, including compensatory damages. Such costs and expenses may include the cost of any materials, labor, equipment or fees to correct or cure any default, any damages paid or incurred to third parties caused by a default and any consulting fees, costs and any other fees paid or incurred by RWP in exercising its remedies hereunder, including RWP's use of its own equipment and personnel, RWP's internal administrative expenses and the fees and payments to any independent contractor or party engaged for the purposes and objectives described above.

7. Miscellaneous.

- a. Benefit. The terms of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors, legal representatives, and assigns.

- b. Modification. This Agreement may not be modified except in writing signed by all the Parties hereto. Verbal modifications shall have no force or effect.
- c. Notice. Whenever required hereunder, notice shall be deemed sufficiently given if in writing, upon mailing, United States mail, postage prepaid, certified, and return receipt requested, to the Parties' addresses as set forth in the first paragraph of this Agreement.
- d. Integration. This Agreement is intended to be the full, complete, and integrated expression of the Parties' agreements regarding the subject matter hereof, all prior agreements, negotiations and discussions being merged herein.

**DATED** the year and date first above written.

REDLANDS WATER AND POWER COMPANY

By: \_\_\_\_\_  
Charles Mitisek, President


GRANITE FALLS GJ, LLC

By: \_\_\_\_\_  
Dave Bagg, Authorized Member/Manager

GRANITE FALLS HOMEOWNERS ASSOCIATION, INC.

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

CITY OF GRAND JUNCTION

By:   
Duke Wortmann, Mayor





STATE OF COLORADO

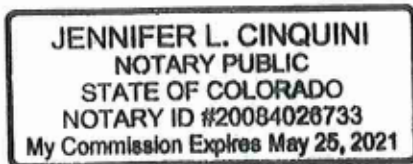
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COUNTY OF MESA

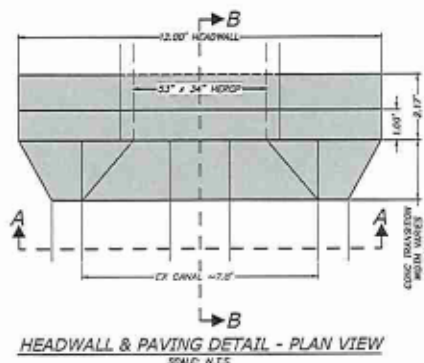
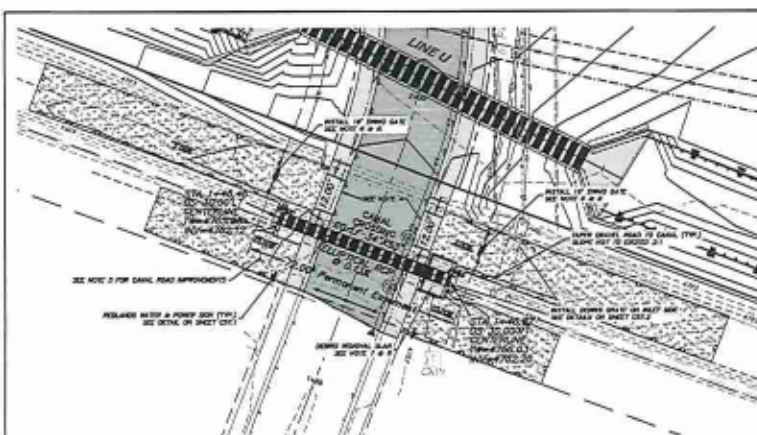
The foregoing instrument was acknowledged before me on March 11, 2021, by Duke Wortmann, as Mayor of the City of Grand Junction.

Witness my hand and official seal.

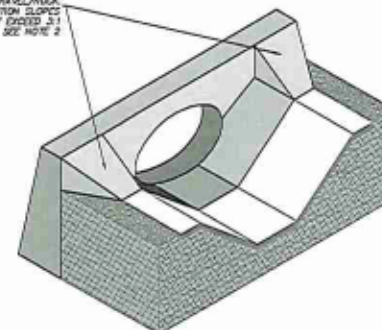
My commission expires: May 25, 2021



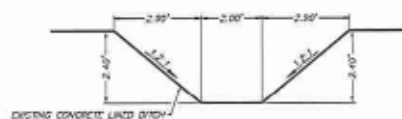
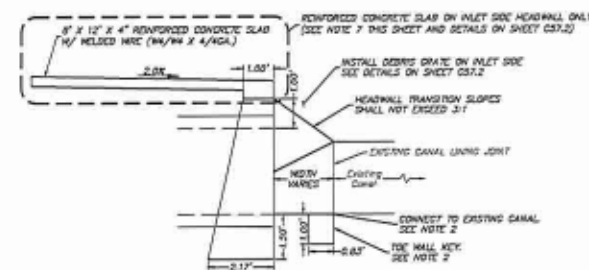
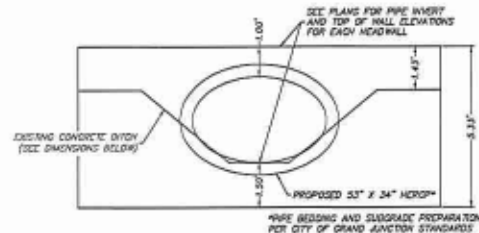
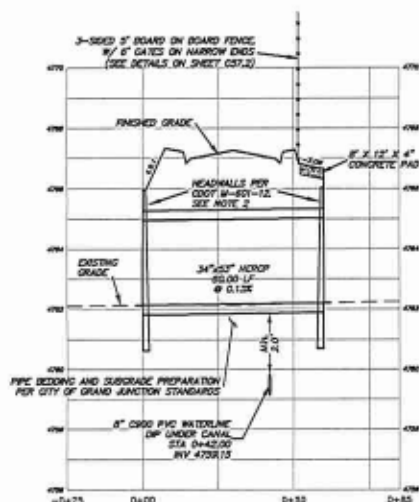
Jennifer L. Cinquini  
Notary Public



HEADWALL TRANSITION SHALL MATCH CANAL ACCESS ROAD GRADES TO RETAIN GRAVELLYSLOPE. HEADWALL TRANSITION SLOPES SHALL NOT EXCEED 3:1 SEE NOTE 2



**HEADWALL & PAVING DETAIL - ISOMETRIC VIEW**  
SCALE: N.T.S.



- CANAL CROSSING:**
1. INSTALL CITY STANDARD HEADWALLS. SEE STANDARD PLAN M-801-12. TO BE CONSIDERED PART OF THIS PLAN SET.
  2. INSTALL CONCRETE TRANSITION FROM HEADWALLS TO NEXT JOINT IN CONCRETE LINED CANAL. CONCRETE TRANSITION SHALL BE 12" DEEP BY 15" (MIN) WIDE TOE WALL TO KEY INTO EXISTING CANAL LINING AT BOTH INLET AND OUTLET TRANSITION CONNECTIONS.
  3. ALL CONSTRUCTION IS TO BE INSPECTED & APPROVED BY GRANITE FALLS WATER & POWER CO.
  4. INSTALL DRIVEWAY APPROACH SECTIONS FOR ACCESS TO NORTH CANAL MAINTENANCE ROADS BOTH SIDES OF GRANITE FALLS WAY. SEE SHEET C28 FOR LOCATION (AS WELL AS PROFILE FOR GRANITE FALLS WAY). SEE SHEET C27.3 FOR SECTION DETAILS.
  5. INSTALL AGGREGATE TRADING PADS (PODS) AT EACH ENTRANCE TO CANAL MAINTENANCE ROADS, NORTH AND SOUTH OF CANAL. CANAL MAINTENANCE ROADS SHALL BE GRADED AND GRAVELED ENTIRE WIDTH OF ACCESS (CANAL EDGE TO FENCE) FROM BACK OF SIDEWALK OUT AS DIMENSIONED ON PLANS.
  6. INSTALL (2) 16" SWING GATES ON EAST AND WEST SIDE OF NORTH SIDE MAINTENANCE ROAD PLACED 16' FROM BACK OF WALL. GATES SHALL HAVE LOCKABLE LATCHES. SEE ADDITIONAL GATE DETAILS ON SHEET C27.2.
  7. DEBRIS REMOVAL SLAB ON INLET HEADWALL SHALL BE ENCLOSED ON 3 SIDES WITH A 5-FOOT HIGH BOARD ON BOARD FENCE OR SIMILAR SCREENING-TYPE FENCE. A-FIRST GATE SHALL BE PARALLEL ON NARROW ENDS.
  8. INSTALL SIGNS PER DETAIL ON SHEET C27.1.

ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

ACCEPTANCE BLOCK

Granite Falls Water & Power Co. Representative

City Development Engineer

Date

Date

Granite Falls Water & Power Co. Representative

City Development Engineer

Date

Date

Granite Falls Water & Power Co. Representative

City Development Engineer

Date

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Granite Falls Water & Power Co. Representative

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City Development Engineer

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Granite Falls Water & Power Co. Representative

City Development Engineer

Date

Date

Granite Falls Water & Power Co. Representative

City Development Engineer

Date

Date

**PROJECT BENCHMARK**

Granite Falls Water & Power Co.  
2700 Granite Falls Way  
Granite Falls, CO 80438  
Phone: 303.641.1111  
Fax: 303.641.1112  
Email: info@granitefallswater.com  
Website: www.granitefallswater.com



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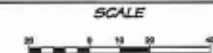
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CONTOUR INTERVAL = 1 FOOT

ORIGINAL SHEET 22 OF 24

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ORIGINAL SHEET 22 OF 24

NO.	DATE	REVISIONS	BY
1	01/15/2021	ISSUED FOR PERMIT	JD
2	02/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
3	03/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
4	04/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
5	05/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
6	06/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
7	07/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
8	08/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
9	09/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
10	10/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
11	11/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD
12	12/10/2021	REVISED FOR GRANITE FALLS WATER & POWER CO. COMMENTS	JD

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John D. Smith  
Professional Engineer  
State of Colorado  
No. 12345

John D. Smith

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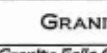
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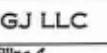
John D. Smith

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John D. Smith  
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John D. Smith

John D. Smith



## EXHIBIT A

An easement for roadway and utility purposes across a parcel of land as recorded at Reception Number 2778608 and Book 965 Page 822 of the Mesa County Clerk and Recorder, situated in the south one-half of Section 26 Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, City of Grand Junction, County of Mesa, State of Colorado, said easement being more particularly described as follows:

Considering the tangential portion of the west line of Lot 75 of said Granite Falls Filing Four to bear North 00°03'27" West with all bearings herein relative thereto;

Beginning at the southwest corner of said Tract C of Granite Falls Filing Three as recorded at Reception Number 2842589;  
thence South 69°26'50" East along the south line of said Tract C, a distance of 13.80 feet;  
thence South 20°33'03" West, a distance of 50.02 feet to the north line of Canyon View Phase VIII as recorded at Reception Number 1925236;  
thence North 69°26'50" West along said north line, a distance of 72.00 feet;  
thence North 20°33'03" East, a distance of 50.02 feet to the south line of Granite Falls Filing Four;  
thence South 69°26'50" East along said south line, a distance of 58.20 feet to the Point of Beginning,

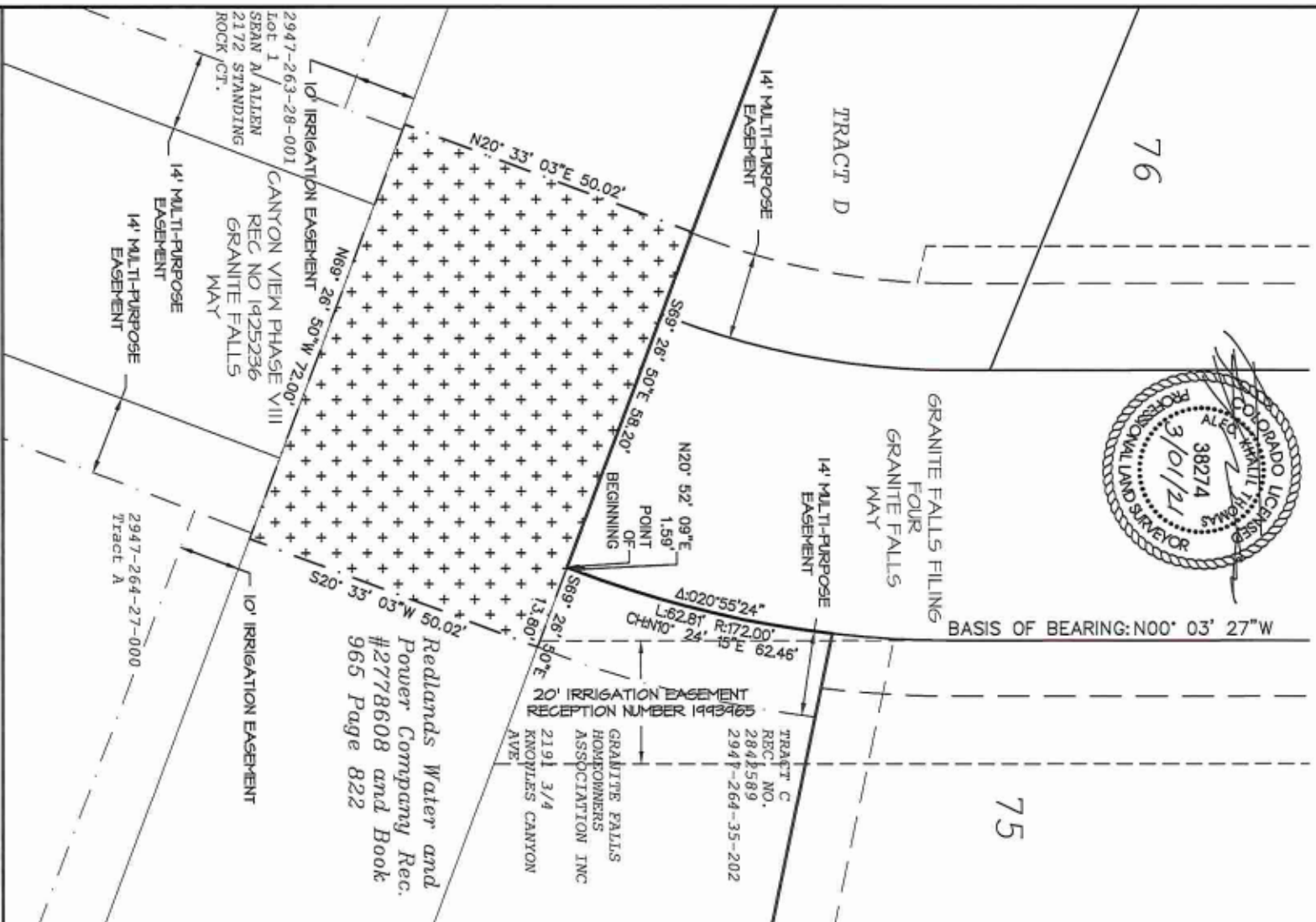
said parcel containing 3,601 square feet or 0.08 acres more or less.

This description was prepared by:  
Alec K. Thomas  
Colorado P.L.S. 38274  
215 Pitkin Avenue  
Grand Junction, CO 81501



NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

# EXHIBIT B



1" = 20'  
0 20  
U.S. Survey Feet



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

**MTM RIVER CITY**  
CONSULTANTS  
315 Park Avenue, 10th Floor  
New York, NY 10022  
Phone: 970.241.4722  
Fax: 970.241.8841  
www.mtmrc.com

Drawn: AKT Checked: BDT 3/1/21 Job No: 020B-026  
SYNOPSIS: 020B-10m River City Consultants (RCC) is providing professional power company assistance.



## Grand Junction City Council

### Regular Session

Item #6.a.i.

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**Meeting Date:** March 17, 2021

**Presented By:** Tamra Allen, Community Development Director

**Department:** Community Development

**Submitted By:** David Thornton, Principal Planner

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### **Information**

#### **SUBJECT:**

An Ordinance Amending Ordinance No. 4971 Adopting the One Grand Junction Comprehensive Plan with the Mesa County Planning Commission Amended Land Use Plan Map (Page 59)

#### **RECOMMENDATION:**

Staff recommends City Council final approval of the Land Use Plan Map (page 59) of the 2020 One Grand Junction Comprehensive Plan and specifically recommends a Residential Rural designation for the 60 acres specifically considered at the December 16, 2020 hearing. The 60 acres generally located north of H Road and east of 24 3/8 Road is referred to herein as the "Reevaluated Area."

After completion of its initial work and further consideration of its recommendation in late November 2020, the Comprehensive Plan Advisory Committee (CPAC) recommended to the City that the Land Use Plan Map designate the Reevaluated Area as Residential Rural.

On December 1, 2020 the Grand Junction Planning Commission unanimously approved the One Grand Junction Comprehensive Plan which included Exhibit 1 which designated the Reevaluated Area as Residential Rural on the Land Use Plan Map.

On December 16, 2020 the City Council approved Ordinance No. 4971 which Ordinance regards the 2020 One Grand Junction Comprehensive Plan. Ordinance No. 4971 designated the Reevaluated Area as Residential Low. The 2020 One Grand Junction Comprehensive Plan was thereafter referred to the Mesa County Planning Commission for its review, recommendation(s) and adoption.



On February 18, 2020 the Mesa County Planning Commission unanimously adopted the Land Use Plan Map (page 59) in the 2020 One Grand Junction Comprehensive Plan and with the Reevaluated Area being designated as Residential Rural and with no other proposed changes to the designation(s) of any other lands within the planning area.

### **EXECUTIVE SUMMARY:**

City staff, together with the CPAC and the Mesa County Planning Commission recommend that the City Council conclude the 2020 One Grand Junction Comprehensive Plan adoption process by designating the Reevaluated Area as Residential Low and amend to accomplish adoption of a common plan, Ordinance No. 4971. The proposed amendment to Ordinance No. 4971 and final adoption of the Plan are presented in the attached draft ordinance.

Approval of the draft ordinance will bring about a common City-County plan, which will provide clarity and consistency in the planning and development assumptions, processes and expectations. Furthermore, the adoption of the common plan as provided in the draft ordinance will meet the expectations of the landowners in and around the Reevaluated Area.

### **BACKGROUND OR DETAILED INFORMATION:**

On December 16, 2020 the City Council supported the [2020 One Grand Junction Comprehensive Plan](#) as recommended by the Planning Commission, CPAC and City Staff with the principal exception of the Reevaluated Area being designated Residential Low (2 - 5.5 du/ac) instead of Residential Rural (5 acres/du). The Residential Low designation for the Reevaluated Area was encouraged by the testimony of the owner of approximately 26 acres with the Reevaluated Area ("Objecting Landowner."). The Objecting Landowner testified that she was not aware that the designation of the property had changed from a prior draft of the Plan and she objected to the Residential Rural designation. The testimony was supported by a letter which was received by the City prior to the December 16th hearing.

After the December 16th City Council hearing and prior to the February 18th Mesa County Planning Commission hearing, the Objecting Landowner sold the property. The new owner supports the Residential Rural designation recommended by the City Planning Commission, CPAC and City staff. The new owner testified at the Mesa County Planning Commission in support of the 2020 One Grand Junction Comprehensive Plan and designation of the Reevaluated Area as Residential Rural.

On February 18, 2021 the Mesa County Planning Commission adopted the Land Use Plan Map found on page 59 of the 2020 One Grand Junction Comprehensive Plan

designating the Reevaluated Area as Residential Rural. MCPC's adoption of the 2020 One Grand Junction Comprehensive Plan, Land Use Plan Map replaces the 2010 Comprehensive Plan that was jointly adopted by the City and County. To create commonality and consistency the recommendation is to adopt the Plan as referred to the City by Mesa County and amend Ordinance No. 4971 to complete the planning process.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 4986, an ordinance amending Ordinance No. 4971 and adopting the 2020 One Grand Junction Comprehensive Plan with the Mesa County Planning Commission Amended Land Use Plan Map (Page 59) on final passage and order final publication in pamphlet form.

**Attachments**

1. Land Use Plan Map - page 59
2. Map of 60-Acre Area - City Approved vs County Approved
3. Letter to Affected Landowners
4. Ordinance No. 4971
5. Final Ordinance -2020 One Grand Junction Comprehensive Plan
6. Citizen Comments - Comprehensive Plan



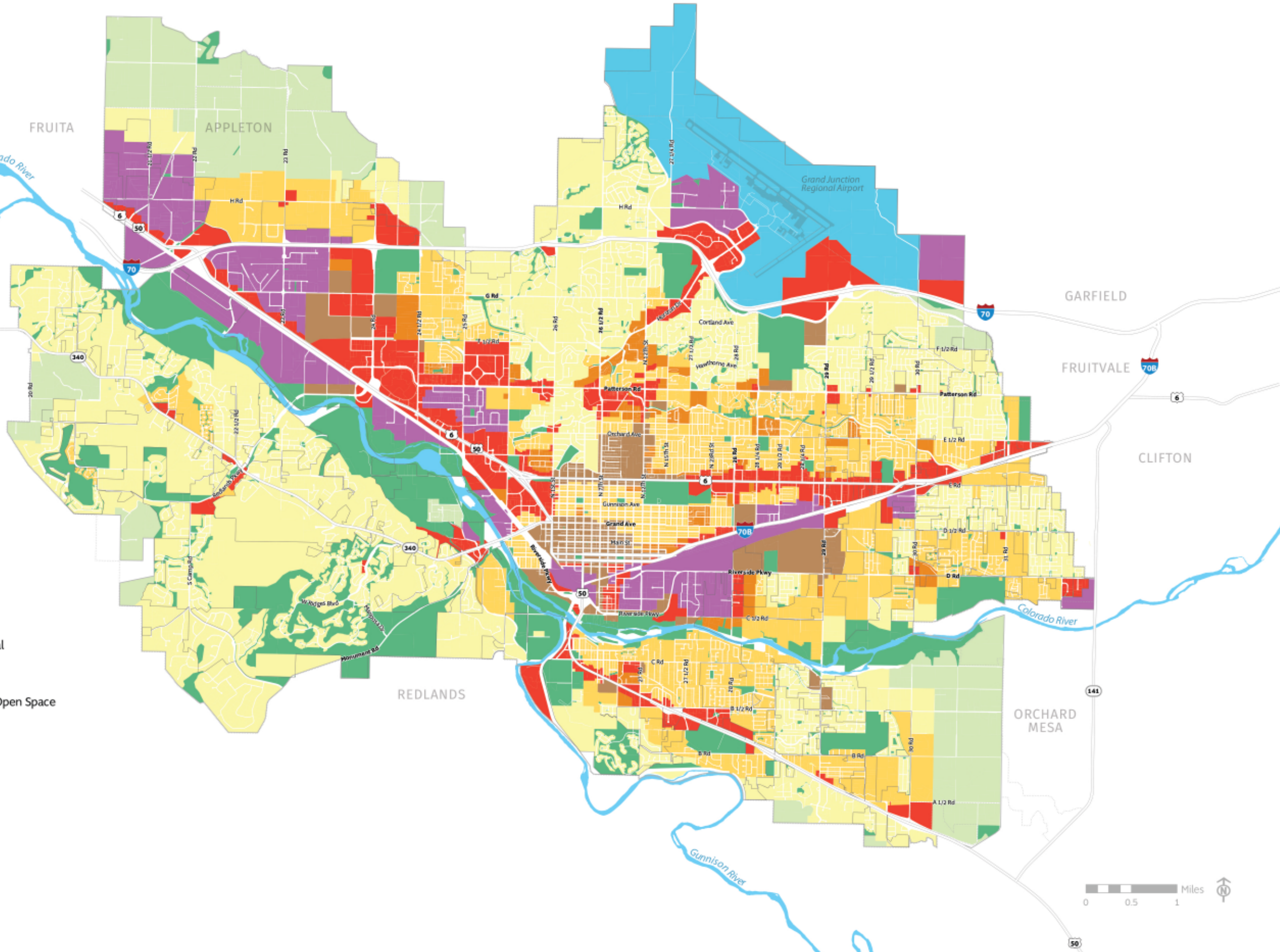
# Land Use Plan

## Land Use Categories

- |  |  |
|--|--|
|  Rural Residential  |  Commercial           |
|  Residential Low    |  Industrial           |
|  Residential Medium |  Airport              |
|  Residential High   |  Parks and Open Space |
|  Mixed Use          |  |

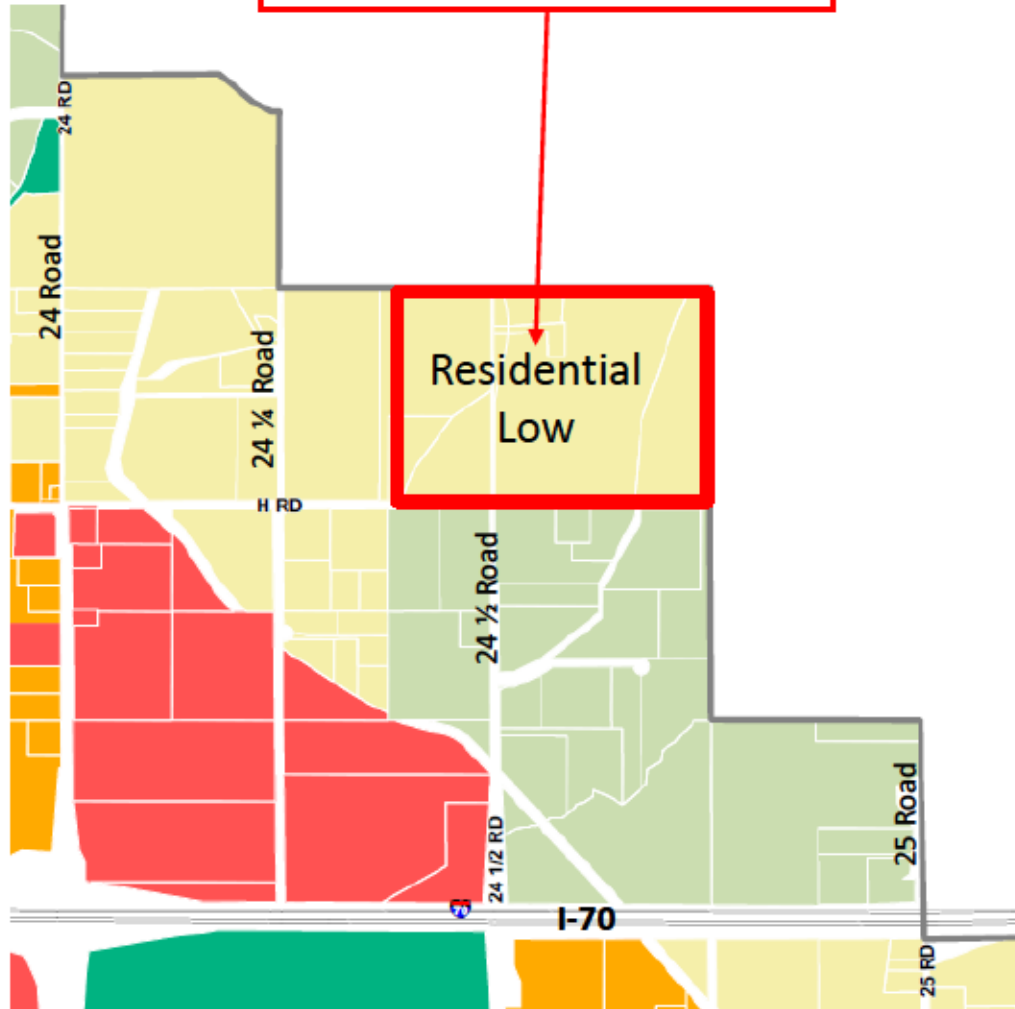
## Context

-  City Limits
-  Persigo 201 Boundary
-  Urban Development Boundary

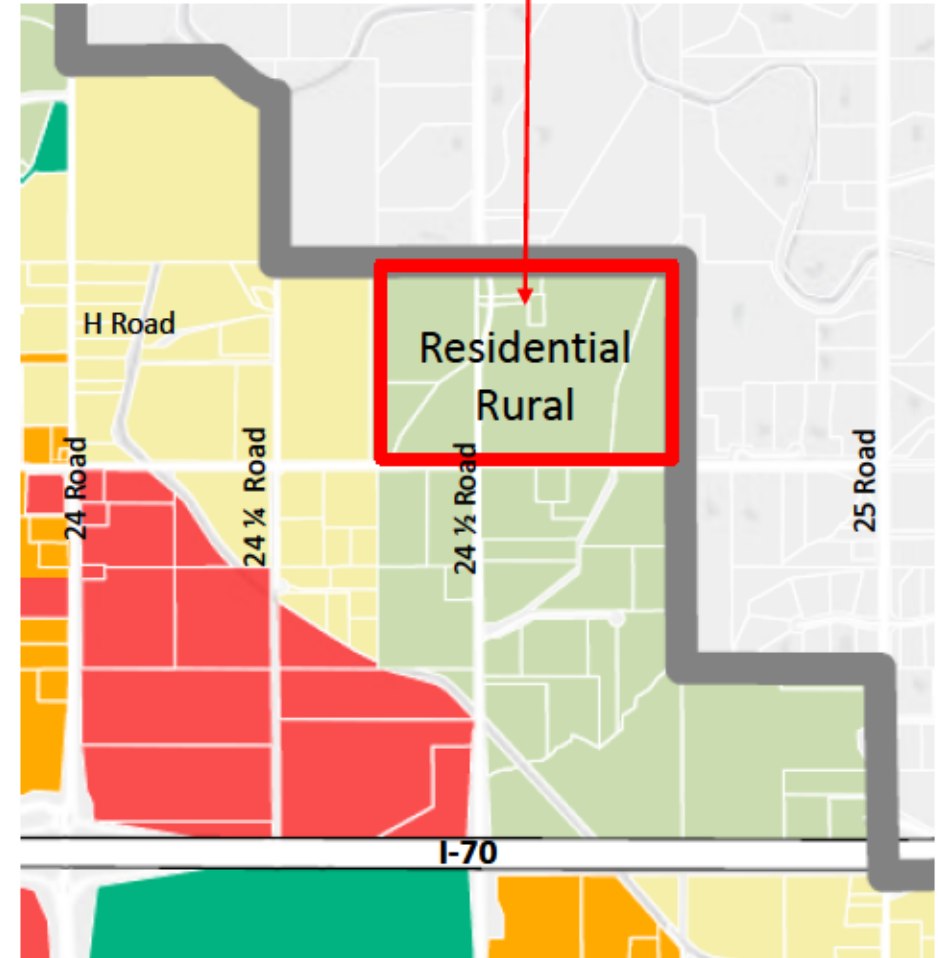




Land Use Map **approved**  
by City Council  
December 16, 2020



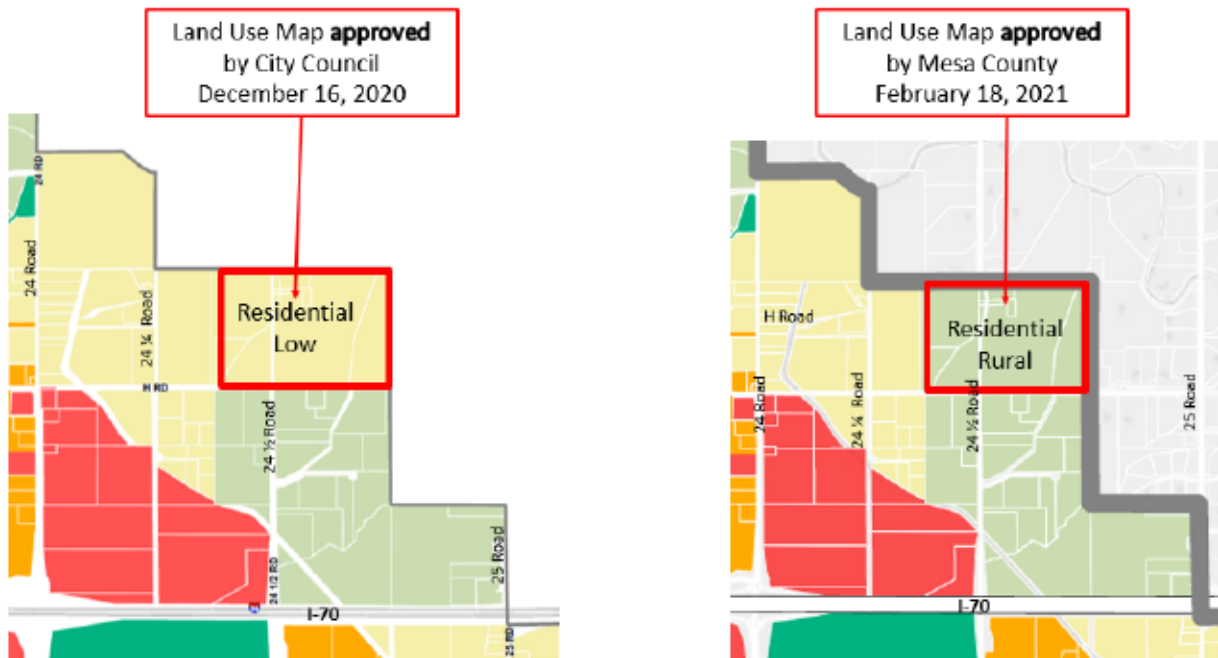
Land Use Map **approved**  
by Mesa County  
February 18, 2021



24 February 2021

Dear Property Owner,

The Grand Junction City Council will be considering a request to amend City approval of the 2020 One Grand Junction Comprehensive Plan ("Plan"). City Council adopted the Plan on December 16, 2020. Since then, the Mesa County Planning Commission (MCPC) also adopted the Land Use Map portion of the Plan. However, when Mesa County adopted the Land Use Map, a 60-acre area (see below) located north of H Road and east of 24 3/8 Road was changed from Residential Low land use category (with 2 dwellings units per acre to 5.5 dwelling units per acre densities) to Residential Rural (5-acre minimum lot sizes).



You are receiving this mailing because you are a landowner within the 60-acre area and to notify of this change to the Land Use Map. This change does not impact your current zoning or ability to use your property as you do so currently.

At an upcoming City Council hearing, the City Council will be considering approving the changes approved by Mesa County for the 60-acres (as shown above)

If you have any questions or concerns about these adopted/proposed changes to the Land Use Map, please contact me as soon as possible. City Council will hold a public hearing (virtually) on this matter on March 18, 2021 at 5:30 pm. To view and/or participate in this meeting please go to the City's website at the following link <https://www.gjcity.org/1023/Public-Participation-for-Virtual-Meeting>.

Respectfully,

David Thornton, AICP, Principal Planner  
970-244-1450  
[davidth@gjcity.org](mailto:davidth@gjcity.org)

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. 4971

AN ORDINANCE ADOPTING  
THE 2020 ONE GRAND JUNCTION COMPREHENSIVE PLAN TO BE PUBLISHED IN  
PAMPHLET FORM

THE COMPREHENSIVE PLAN IS FOR THE CITY AREA GENERALLY LOCATED  
BETWEEN 21 ROAD ON THE WEST, J ROAD ON THE NORTH, 32 ROAD ON THE  
EAST AND A SOUTH BOUNDARY APPROXIMATELY ONE-QUARTER OF A MILE  
NORTH OF THE MESA COUNTY LANDFILL

Recitals

The City of Grand Junction, a Comprehensive Plan Advisory Committee made up of 16 community members, Houseal Lavigne Associates, City staff and Planning Commission have diligently worked jointly and cooperatively to prepare a Comprehensive Plan for the urban growth area of the City of Grand Junction. This action follows more than 110 meetings and events during the planning process with hundreds of people participating.

After twenty-two months of extensive public involvement and deliberation, the City Planning Commission forwards its recommendation of adoption of a plan for the future growth of lands within the One Grand Junction Comprehensive Plan planning area.

The Comprehensive Planning area includes Grand Junction, Redlands, Fruitvale, Pear Park, Orchard Mesa and the Appleton Areas.

The Grand Junction Comprehensive Plan does the following:

1. Establishes a vision for the community with achievable goals.
2. Identifies eleven *Plan Principles* that will shape the community's growth. Those Principles are:
  - a. Collective Identity
  - b. Resilient and Diverse Economy
  - c. Responsible and Managed Growth
  - d. Downtown and University Districts
  - e. Strong Neighborhoods and Housing Choices
  - f. Efficient and Connected Transportation
  - g. Great Places and Recreation
  - h. Resource Stewardship
  - i. Quality Education and Facilities
  - j. Safe, Healthy, and Inclusive Community
  - k. Effective and Transparent Government



3. Establishes goals and implementation strategies for each of the eleven Plan Principles that will help the community achieve its' vision.
4. Recommends more efficient growth patterns within the urban area, emphasizing more compact growth and higher densities and more intense development within the City's core and preserving the outer edges of the Urban Development Boundary.
5. Reserves land for future urban development.
6. Creates a policy document to used by city officials, developers, business owners and citizens to provide certainty and vision for future growth and development, the economy, education needs, transportation, recreation, collective identity, establishing a safe, healthy and inclusive community, protecting the environment, and having a transparent government.
7. Protects valued community assets (such as neighborhoods, parks, open space, the rivers).
8. Respects individual property rights.
9. The Plan addresses recreation and tourism pursuant state statutory requirements for Master Plans.
10. The Plan will establish principles to facilitate and direct decision-making on land use and growth issues within the City.
11. The One Grand Junction Plan protects the public and preserves and creates opportunity to enhance quality of life.
12. The One Grand Junction Plan will serve as the City's three-mile plan as required by C.R.S. 31.12.101 *et. seq.*

The 2020 One Grand Junction Comprehensive Plan will supersede and replace the 2010 Grand Junction Comprehensive Plan.

The Comprehensive Plan will control when area plans, adopted prior to the Comprehensive Plan, are inconsistent with the Comprehensive Plan (*e.g.*, the 2002 Redlands Neighborhood Plan, 2004 Pear Park Neighborhood Plan and 2014 Orchard Mesa Neighborhood Plan).

The Grand Junction Comprehensive Plan will establish growth policy and direct decision making through the year 2040. Besides a statement of the community's vision for its own future, and a road map providing direction to achieve that vision, the

Comprehensive Plan is shaped by the community's values, ideals and aspirations about the management of the community's resources.

In addition to defining the community's view of its future, the Comprehensive Plan describes Plan principles and goals the community can implement to achieve the desired future. The Comprehensive Plan is a tool for managing community change to achieve the desired quality of life. The Comprehensive Plan is innovative in its use of delegated authority to review and approve uses.

The Planning Commission is charged with the legal duty to prepare and recommend for adoption to City Council master plans for the City.

The 2020 One Grand Junction Comprehensive Plan was heard in a public hearing on December 1, 2020 by the Grand Junction Planning Commission recommending that the City Council adopt the Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

That the 2020 One Grand Junction Comprehensive Plan, City of Grand Junction, Colorado, in the form of the document attached hereto, and as recommended for adoption by the Grand Junction Planning Commission is hereby adopted.

Furthermore, be it ordained that the 2010 Grand Junction Comprehensive Plan is hereby repealed.

The full text of this Ordinance, including the text of the Comprehensive Plan, in accordance with paragraph 51 of the Charter of the City of Grand Junction, shall be published in pamphlet form with notice published in accordance with the Charter.

**INTRODUCED** on first reading the 2<sup>nd</sup> day of December, 2020 and ordered published in pamphlet form.

**ADOPTED** on second reading the 16<sup>th</sup> day of December, 2020 and ordered published in pamphlet form.

ATTEST:



C.E. "Duke" Wortmann  
President of the Council



Wanda Winkelmann  
City Clerk



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 4971 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 2<sup>nd</sup> day of December 2020 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 16<sup>th</sup> day of December 2020, at which Ordinance No. 4971 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 18<sup>th</sup> day of December 2020.

  
Deputy City Clerk

Published: December 4, 2020  
Published: December 18, 2020  
Effective: January 17, 2021





CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 4971 AND ADOPTING THE 2020  
ONE GRAND JUNCTION COMPREHENSIVE PLAN WITH THE MESA COUNTY  
PLANNING COMMISSION AMENDED LAND USE PLAN MAP (PAGE 59)**

Recitals

On December 16, 2020 the Grand Junction City Council adopted Ordinance No. 4971. The Ordinance approved the 2020 *One Grand Junction Comprehensive Plan* ("Plan") as recommended by the Grand Junction Planning Commission except for an area of land of approximately 60 acres generally located north of H Road and east of 24 3/8 Road some of which land is presently in the City and some of which is not. The City Council supported a Residential Low designation; the Planning Commission recommended the Residential Rural designation.

Because the City and Mesa County have heretofore agreed, most recently with the joint adoption of the 2010 Grand Junction Comprehensive Plan, to establish common planning principles in certain areas the Plan and adoption thereof was not complete with the City approval of Ordinance No. 4971. In order to complete the process, the Plan and the land use maps were scheduled for review by the Mesa County Planning Commission (MCPC). That review occurred on February 18, 2021.

On February 18, 2021 the MCPC approved the Plan's future land use maps except for the designation of the 60 acres as Residential Low; the MCPC approved the Plan map with Residential Rural for that area.

The MCPC considered the elements of the Plan, including but not limited to the planning area (Grand Junction, Redlands, Fruitvale, Pear Park, Orchard Mesa and Appleton) the eleven *Plan Principles*, the goals and implementation strategies for each of the *Plan Principles*, the recommendations for efficient growth patterns within the urban area, the reservation of land for future urban development, the policies for future growth and development, establishing a safe, healthy and inclusive community, protecting the environment, and having a transparent government, as well as the Plan's recognition of and respect for property rights, and that the Plan will serve as the City's three-mile plan as required in C.R.S. 31-12-101 *et. seq.* all as approved by Ordinance No. 4971. Upon completion of its review the Mesa County Planning Commission adopted Resolution #\_\_\_\_. A copy of that Resolution is attached and incorporated by reference.

In order for the Plan maps in general and the land use designation for the 60-acre area specifically to be common between the City and the County, the designation for the 60-acre area requires reconciliation. With this Ordinance and the amendment of Ordinance No. 4971 that reconciliation will occur.

The 2020 *One Grand Junction Comprehensive Plan* is intended to serve as a guide to public and private growth decisions through the year 2040. Besides a statement of the community's vision for its own future and a guide for providing direction to achieve that vision, the Plan is shaped by the community's values, ideals and aspirations about the management of the community's resources. In addition to defining the community's view of its future, the Plan describes *Plan Principles*, states goals and maps show intended uses, boundaries and opportunities in order to help the community implement and achieve the desired future.

Hence, the City Planning Commission, the Comprehensive Plan Advisory Committee and the City staff recommend the City Council amend Ordinance No. 4971 to adopt as final the February 18, 2021 version of the 2020 *One Grand Junction Comprehensive Plan* as unanimously adopted and approved by MCPC Resolution #\_\_\_\_.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

That the 2020 *One Grand Junction Comprehensive Plan* of the City of Grand Junction, Colorado and Mesa County for the joint planning area defined and described in the future land use maps as a part thereof all in the form of the document attached hereto, is hereby adopted.

Furthermore, be it ordained that the 2010 Grand Junction Comprehensive Plan is hereby repealed and that Ordinance No. 4971 is amended in accordance herewith.

The full text of this Ordinance, including the amended map (page 59) of the 2020 *One Grand Junction Comprehensive Plan* as hereby adopted in accordance with paragraph 51 of the Charter of the City of Grand Junction, shall be published in pamphlet form with notice published in accordance with the Charter.

**INTRODUCED** on first reading the 3rd day of March 2021 and ordered published in pamphlet form.

**ADOPTED** on second reading the \_\_\_\_\_ day of March 2021 and ordered published in pamphlet form.

ATTEST:

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C.E. "Duke" Wortmann  
President of the City Council

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Wanda Winkelmann  
City Clerk

RESOLUTION 2021-4  
Mesa County Planning File No. PRO2020-0179

**ADOPT THE LAND USE PLAN MAP CONTAINED WITHIN THE 2020 ONE GRAND JUNCTION COMPREHENSIVE PLAN AND RESCIND CHAPTER 5 (2010 GRAND JUNCTION COMPREHENSIVE PLAN) OF THE MESA COUNTY MASTER PLAN**

**WHEREAS**, the Mesa County Planning Commission is charged with the duty to prepare and adopt amendments to master plans for the County; and

**WHEREAS**, the Master Plan Amendment Approval Criteria is found in section 4.11 of the 2020 Mesa County Land Development Code (as amended); and

**WHEREAS**, Mesa County Planning staff recommended, in a project review dated February 3, 2021 the Mesa County Planning Commission approve the proposed 2020 One Grand Junction Comprehensive Plan with condition; and

**WHEREAS**, after proper notice, on February 18, 2021, the Mesa County Planning Commission held a public hearing on the proposed 2020 One Grand Junction Comprehensive Plan and the Mesa County Planning Commission approved the 2020 One Grand Junction Comprehensive Plan; and

**WHEREAS**, on December 16, 2020, the Grand Junction City Council conducted a public hearing on the proposed 2020 One Grand Junction Comprehensive Plan and adopted the 2020 One Grand Junction Comprehensive.

**NOW THEREFORE, THE MESA COUNTY PLANNING COMMISSION FINDS:**

**THAT** the proposed 2020 One Grand Junction Comprehensive Plan is consistent with the overall purpose and intent of the Mesa County Master Plan; and

**THAT** the proposed 2020 One Grand Junction Comprehensive Plan is consistent with the 1998 Persigo Agreement and the Cooperative Planning Area Agreements; and

**THAT** the approval criteria of Section 4.11 C. of the 2020 *Mesa County Land Development Code* (as amended) are met.

**NOW THEREFORE, BE IT RESOLVED BY THE MESA COUNTY PLANNING COMMISSION, that:**

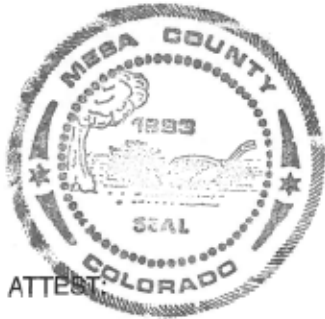
1. **That** Chapter 5 (2010 Grand Junction Comprehensive Plan) of the Mesa County Master Plan is rescinded; and

2. **That** the Land Use Plan Map included in the 2020 One Grand Junction Comprehensive Plan is adopted replacing the Future Land Use Map designations contained within the Mesa County Future Land Use Map with the condition that the change the Grand Junction City Council made to the Future Land Use Map designation for 60 acres east



of 24 3/8 Road north of H Road from Residential Rural to Residential Low shall be Residential Rural as approved by the Grand Junction Planning Commission.

**PASSED AND ADOPTED this 18th day of February 2021.**



ATTEST

  
Chip Page, Chair  
Mesa County Planning Commission

  
Tina Peters  
Mesa County Clerk and Recorder

**Tamra Allen**

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**From:** MA <kb0vaq@yahoo.com>  
**Sent:** Tuesday, March 16, 2021 1:49 PM  
**To:** Council  
**Subject:** 60 acres in North Grand Junction

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Grand Junction City Council,

Your interests are glaringly transparent, but I again write to record my citizen's voice against the rezoning of the 60 acres from 1 dwelling per 5 acres to residential low.

Sincerely,

Michael Agee

2677 Catalina Dr  
Grand Junction CO 81506  
(970) 243-0831

## Tamra Allen

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**From:** Bobbi Alpha <bobbialpha@aol.com>  
**Sent:** Tuesday, March 16, 2021 3:35 PM  
**To:** Tamra Allen; Council  
**Cc:** cynthia.komlo@gmail.com  
**Subject:** North Grand Junction 2020 Comp Plan

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

March 15, 2021

Dear Grand Junction City Council,

This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Thank you,  
Bobbi Alpha  
843 25 Road  
GJ 81505



**Tamra Allen**

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**From:** Confrac <confrac@aol.com>  
**Sent:** Tuesday, March 16, 2021 11:18 AM  
**To:** Tamra Allen; Council; cynthia.komlo@gmail.com  
**Subject:** North zoning plan

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

March 15, 2021

Dear Grand Junction City Council,

This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,

Sig Alpha 843 25RD 81505

## Tamra Allen

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**From:** Tracy Brown <tracy.jeanne@yahoo.com>  
**Sent:** Wednesday, March 17, 2021 9:09 AM  
**To:** Tamra Allen; Council; Cynthia Komlo  
**Subject:** North Zoning/2020 Comprehensive Plan

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

To whom it may concern:

I agree with Cynthia Komlo's letter below to the Grand Junction City Council dated March 15, 2021 to Amend the 2020 Comprehensive Plan back to the Original Plan.

Dear Grand Junction City Council,  
This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,

Cynthia Komlo

852 24 1/2 Road  
[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)  
(970) 270-7052

In addition to the letter above, I want to briefly add at this time that the serious and continuous loss of our rural spaces and lands is very troublesome. Why are the contractors not aware of the increasing traffic problems which are not resolved by overcrowded housing? The traffic congestion in the north area has become untenable. Widening/building more roads, etc is not the solution. More vehicles bring more air and noise pollution and degrade our quality of life. What's even more disturbing is the water issue or lack thereof. We are in an ongoing extreme drought. The Grand Valley is a climate hot spot; the Pine Gulch fire last August, among many others in Colorado, was an eye-opener to the probability of water shortages and water rationing in the near future. Please take into account these disturbing trends of too rapid development, for development's sake, which will destroy what is irreplaceable. Please give the community the ongoing opportunity to decide the future of where they and their offspring will reside. Remember why we choose to live here and not in Denver or other mega-metropolitan areas.

Thank you,

Tracy J Brown

tracy.jeanne@yahoo.com  
683 Moonridge Court

## Tamra Allen

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**From:** Steve Carter <steve@steveandgeorgia.net>  
**Sent:** Tuesday, March 16, 2021 9:26 AM  
**To:** Tamra Allen; Council  
**Cc:** Cynthia Komlo  
**Subject:** Comprehensive plan

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Wednesday night, the City Council will consider an ordinance regarding the zoning of sixty acres north of I-70.

I don't live in that neighborhood, and generally support the idea of infilling and recognize that additional housing is needed, but I've become increasingly concerned when the City Council continues to approve development there without making any real effort to address the issue of the inadequate roadway infrastructure and the five bridges crossing I-70.

H and I Roads, 24-1/2, 25, 26, 26-1/2 and 27 Roads and the I-70 bridges were never built to support high density, mixed used traffic. While it might be possible to shoehorn more cars onto those roads, doing so would only make it more dangerous than it is now to drive, or for pedestrians and bicyclists.

And the Council should be aware from the recent construction projects on 24 Road and Horizon Drive just how much it will cost to improve these bridges, and how reluctant CDOT is to fund any of them. Unfortunately, your traffic impact fee is so small, and isn't paid until too late, that even if all of the currently approved developments eventually pay it, it will fund at most roundabouts at a couple of intersections.

Which means either a tax increase, bond issue, or doing nothing, which will result in accidents and deaths and make the whole of the northern area a very unpleasant place to live. All of these burdens will be borne by all of the taxpayers, not the developers who create the problem, or the people who move there.

I urge the Council to approve bringing this area back to the original one house/5 acre density until these issues are resolved. Kicking the can down the road, which is what has happened recently, is not the most intelligent solution.

Steve Carter  
727 Woodridge Ct.  
Grand Junction, CO

[steve@steveandgeorgia.net](mailto:steve@steveandgeorgia.net)



## Tamra Allen

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**From:** sam1301@acsol.net  
**Sent:** Tuesday, March 16, 2021 11:26 AM  
**To:** Tamra Allen; Council  
**Cc:** cynthia.komlo@gmail.com  
**Subject:** 3/17/2020 City Council Hearing, North Zoning/2020 Comp. Plan  
**Attachments:** 2020 COMP.PLAN GJ City Council 2nd Hearing Letter March 15 (2).docx

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Dear Grand Junction City Council;  
I agree with Cynthia Komolo's March 15, 2021 letter  
(attached) to the  
Grand Junction City Council to reverse back 60 acres to the original  
2020 Comprehensive Plan and have it remain Rural Residential.

Mike DiLuzio  
2390 I Road  
Grand Junction, CO 81505  
sam1301@acsol.net

From: Bob Fuoco <[bfuoco@fuocomotors.com](mailto:bfuoco@fuocomotors.com)>  
Sent: Monday, March 15, 2021 8:10 AM  
To: Tamra Allen <[tamraa@gjcity.org](mailto:tamraa@gjcity.org)>  
Subject: March 17th Council Meeting

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Good morning Tamra,

I understand Dave is out this week so he asked me to address any correspondence to you.

Below is my statement for the Council meeting on the 17th. I plan on sending a phone message but in case it does not record properly I also wanted to put my request in writing:

My name is Bob Fuoco, I live at 2467 H Road. I am the new owner of the old Appleton Properties at 816 24 1/2 Road. In December, at the request of the previous owner, City Council amended the proposed 2020 Comprehensive Plan to designate my property as residential.

As the new owner it is my request that my property be changed back to rural and the original plan as presented in December be adopted.

Thank you,

Bob

## Tamra Allen

---

**From:** Jean Gauley <gauleyjean@gmail.com>  
**Sent:** Tuesday, March 16, 2021 9:02 AM  
**To:** Tamra Allen; Council  
**Cc:** cynthia.komlo@gmail.com  
**Subject:** Zoning Change

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

To Whom It May Concern,

When will it stop? It is not in the best interest of Grand Junction or Mesa County to change the zoning of 60 acres North of H Road from RURAL RESIDENTIAL to RESIDENTIAL LOW. Why would citizens bother with input (as in 2020 Comprehensive Plan) when the City Council or County Commissioners bow to the greed of developers?

Please vote no to RESIDENTIAL LOW!

Thank you,  
Jean Gauley



## Tamra Allen

---

**From:** Jean Gauley <gauleyjean@gmail.com>  
**Sent:** Tuesday, March 16, 2021 9:28 AM  
**To:** Tamra Allen; Council  
**Cc:** cynthia.komlo@gmail.com  
**Subject:** Clarification

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City Council,

I need to clarify my previous email. Please vote **RURAL RESIDENTIAL** for the 60 acres North of H Road.

Thank you,  
Jean Gauley

## Tamra Allen

---

**From:** Cynthia Komlo <cynthia.komlo@gmail.com>  
**Sent:** Tuesday, March 16, 2021 9:15 AM  
**To:** Jean Gauley  
**Cc:** Tamra Allen; Council  
**Subject:** Re: Clarification needed please-Zoning Change

\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\*

Hi Jean,

Thank you for writing your email to GJ City Council. I'm confused. Are you wanting Residential Low, 2-5.5 homes per acre? Or Rural Residential, one home per acre, as you mention in the beginning of your email? Please know I'm just the messenger volunteering my time to help keep the North rural. One email for Residential Low Rural will muddy the vote. Residential Low will increase building of high density subdivisions in our area. Can you please clarify your vote in an email Tamra Allen and the City Council and cc me? I'm sorry for your trouble. Again, you have the right to vote either way, but you got both ways in your email. Please be sure to "Redact" your previous vote if you want Rural Residential. Thank you.

Sincerely,  
Cynthia

Cynthia Komlo  
852 24 1/2 Road  
cynthia.komlo@gmail.com  
(970) 270-7052

> On Mar 16, 2021, at 9:02 AM, Jean Gauley <gauleyjean@gmail.com> wrote:

>

> To Whom It May Concern,

> When will it stop? It is not in the best interest of Grand Junction or Mesa County to change the zoning of 60 acres North of H Road from RURAL RESIDENTIAL to RESIDENTIAL LOW. Why would citizens bother with input (as in 2020 Comprehensive Plan) when the City Council or County Commissioners bow to the greed of developers?

> Please vote no to RESIDENTIAL LOW!

> Thank you,

> Jean Gauley

## Tamra Allen

---

**From:** Richard Gauley <gauleyrags@gmail.com>  
**Sent:** Tuesday, March 16, 2021 9:07 AM  
**To:** Tamra Allen; Council  
**Cc:** cynthia.komlo@gmail.com  
**Subject:** Zoning Change

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Grand Junction City Council,

This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,  
Richard Gauley



## Tamra Allen

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**From:** Sandra Holloway <sandsourdough@gmail.com>  
**Sent:** Wednesday, March 17, 2021 8:35 AM  
**To:** Tamra Allen  
**Subject:** 2020 Comprehensive Plan North of H Road

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Grand Junction City Council,

I agree with Cynthia Komlo's letter to the Grand Junction City Council dated March 15, 2021 to Amend the 2020 Comprehensive Plan back to the original Plan.

"This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge the City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners."

Sandra M. Holloway  
813 24 1/4 Road  
[sandsourdough@gmail.com](mailto:sandsourdough@gmail.com)

--

Sandra M. Holloway

## Tamra Allen

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**From:** Kiser, Brad <BKiser@eprod.com>  
**Sent:** Tuesday, March 16, 2021 8:03 AM  
**To:** Tamra Allen; Council  
**Cc:** cynthia.komlo@gmail.com  
**Subject:** Please consider going back to the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan.

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Grand Junction City Council,

I agree with Cynthia Komlo's letter below.  
Please consider going back to the original 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential.

Sincerely,  
Brad Kiser  
794 24 ¼ Road  
Grand Junction, CO 81505  
[bkiser@eprod.com](mailto:bkiser@eprod.com)  
970-263-3015

\*\*\*\*\*  
March 15, 2021

Dear Grand Junction City Council,  
This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,  
Cynthia Komlo

Cynthia Komlo  
852 24 1/2 Road  
[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)  
[\(970\) 270-7052](tel:(970)270-7052)

Cc: Tamra Allen  
Cynthia Komlo

Sent from my Verizon, Samsung Galaxy smartphone

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This message (including any attachments) is confidential and intended for a specific individual and purpose. If you are not the intended recipient, please notify the sender immediately and delete this message.



## Tamra Allen

---

**From:** K. S. Knudson <knudsonv@earthlink.net>  
**Sent:** Tuesday, March 16, 2021 10:25 AM  
**To:** Council; Tamra Allen  
**Subject:** 60 acres north of H road

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I agree with the Mesa County Planning Commission's rejection of the GJ 2020 Comprehensive Plan because of the inclusion of the 60 acres north of H road to please one land owner. Please vote to revise the Plan back to the version that zones the 60 acres as Rural Residential.

I believe that the previous 4-3 vote on the 60 acres was ill-advised.

Knute Knudson  
876 Covey Road  
Grand Junction, CO  
81505

**From:** Cynthia Komlo <[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)>  
**Sent:** Wednesday, March 17, 2021 12:03:55 PM  
**To:** Council <[council@gicity.org](mailto:council@gicity.org)>; Tamra Allen <[tamraa@gicity.org](mailto:tamraa@gicity.org)>  
**Cc:** Cynthia Komlo <[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)>; David Thornton <[davidth@gicity.org](mailto:davidth@gicity.org)>; Rick Taggart <[rickt@gicity.org](mailto:rickt@gicity.org)>  
**Subject:** For City 3/17, 2021 Hearing

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To Whom It Concern,

For the City Council Public Hearing on March 17, 2021 to Amend the 2020 Comprehensive Plan, requesting it to be reversed back to the original plan Rural Residential ordinance.

For the Record: To avoid any concerns of plagiarism, I gave all North Neighbors and concerned Grand Junction citizens my permission to cut and paste and/or copy my letter dated March 15, 2021 to the Grand Junction City Council, Tamra Allen, or to whomever else it applies to.

Thank you,

Cynthia

Cynthia Komlo  
852 24 1/2 Road  
[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)  
(970) 270-7052

**From:** Dan Komlo <[dan.komlo26@gmail.com](mailto:dan.komlo26@gmail.com)>  
**Sent:** Wednesday, March 17, 2021 11:02:12 AM  
**To:** Council <[council@gcity.org](mailto:council@gcity.org)>; Tamra Allen <[tamraa@gcity.org](mailto:tamraa@gcity.org)>  
**Cc:** Cynthia Komlo <[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)>  
**Subject:** North Zoning/2020 Comprehensive Plan, Read before 3/17/21 Public Hearing

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To Whom It May Concern,

I agree with Cynthia Komlo's letter below to the Grand Junction City Council dated March 15, 2021 to Amend the 2020 Comprehensive Plan back to the original plan where the ordinance is Rural Residential, one house per five acres..

Thank you for your consideration,  
Dan Komlo  
852 24 1/2 Road  
970-260-2227

March 15, 2021

Dear Grand Junction City Council,  
This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,

Cynthia Komlo

Cynthia Komlo  
852 24 1/2 Road  
[cynthia.komlo@gmail.com](mailto:cynthia.komlo@gmail.com)  
(970) 270-7052

Cc: Tamra Allen  
Cynthia Komlo

2 Attachments



## Tamra Allen

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**From:** Karen Madsen <klm50@me.com>  
**Sent:** Tuesday, March 16, 2021 1:26 PM  
**To:** Council; Tamra Allen  
**Cc:** Cynthia Komlo  
**Subject:** 2020 comprehensive plan

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

March 16, 2021

Dear Grand Junction City Council,

This letter is for the record regarding Grand Junction City Council's Public Hearing [on March 17, 2021](#) vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan.

Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Karen Madsen  
2484 Sage Run Ct.  
Grand Junction, CO  
81505

KLM

Karen Madsen  
Sent from my iPad

## Tamra Allen

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**From:** Nancy Miller <danandnancy@bresnan.net>  
**Sent:** Tuesday, March 16, 2021 12:35 PM  
**To:** Tamra Allen; Council  
**Cc:** Cynthia Komlo  
**Subject:** Objection to North Grand Junction Comprehensive Plan change  
**Attachments:** PastedGraphic-1.pdf

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March 16, 2021

Dear Grand Junction City Council,

This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential.

Residents of this area of north GJ have been working diligently to maintain the rural feel of this neighborhood while allowing reasonable growth that meets the need to build. We have made our voices heard to contractors whose only goal is to build a bunch of houses. We are also discourage by the inconsistent decisions from County Planning and City Council. It is very frustrating not to have those 2 entities working together to communicate decisions about proposed developments. I remain hopeful that those 2 groups and community members can work together help keep our unique North Grand Junction area feeling like it does through careful growth.

Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,  
Nancy Miller  
2363 H Road  
Grand Junction, CO

## Tamra Allen

---

**From:** pincushion2 <pincushion2@protonmail.com>  
**Sent:** Tuesday, March 16, 2021 9:08 PM  
**To:** Tamra Allen  
**Cc:** Council; Cynthia Komlo  
**Subject:** Support Amending the 2020 Comprehensive Plan back to the "original" Plan zone of Rural Residential

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March 16, 2021

**Re: I agree with Cynthia Komlo's letter to the Grand Junction City Council dated March 15, 2021 to Amend the 2020 Comprehensive Plan back to the original Plan**

Dear Ms. Allen:

This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community.

I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan.

Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,

Ron & Roxanna Napier  
830 24 1/2 Road  
Grand Junction, CO 81505  
pincushion2@protonmail.com

Sent with [ProtonMail](#) Secure Email.



**From:** Pat Page <PPage@pcpgj.com>  
**Sent:** Wednesday, March 17, 2021 12:08 PM  
**To:** Council <council@gjcity.org>  
**Subject:** Appleton land use

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Dear council members,

I appreciate your time and commitment to our community.  
I have participated in many meetings toward the goal of maintaining Appleton as a rural neighborhood.  
I lived over 30 years in the 7<sup>th</sup> street historic district.  
Our neighborhood is unanimous in its desire to maintain that historic rural/ agricultural aesthetic.  
The two landowners in Appleton that pushed the agenda of high density have sold and now all of the current landowners would like to retain the rural status of the community.

Please consider reversing the long term land use to match the Appleton communities' unanimous desire.

Estate acreages of 5-10 or more would best match that desire.

To allow an exception would not be congruous.

To allow high density in Appleton would be like bulldozing the historic homes of 7<sup>th</sup> street.

Thank you for considering all that makes our community special.

Patrick Page

827 Twenty five Road

Appleton

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## Tamra Allen

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**From:** Dan Perrin <ddperrin66@gmail.com>  
**Sent:** Tuesday, March 16, 2021 7:14 PM  
**To:** Council; Tamra Allen  
**Cc:** Cynthia Komlo  
**Subject:** Grand Junction 2020 Comprehensive Plan  
**Attachments:** 2020 COMP.PLAN GJ City Council 2nd Hearing Letter March 15 (1).docx

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

I strongly endorse the sentiments stated in the attached letter pertaining to the Grand Junction 2020 Comprehensive Plan.

Dan Perrin  
913 23 1/2 Rd.  
Grand Junction, CO 81505

## Tamra Allen

---

**From:** Kristin Rau <kernrau@gmail.com>  
**Sent:** Tuesday, March 16, 2021 10:40 AM  
**To:** Tamra Allen  
**Cc:** Cynthia Komlo  
**Subject:** Mesa County Planning Commission - North Zoning Vote

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

I agree with Cynthia Komlo's letter to the Grand Junction City Council dated March 15, 2021 to Amend the 2020 Comprehensive Plan back to the original Plan.

March 15, 2021

Dear Grand Junction City Council,

This letter is for the record regarding Grand Junction City Council's Public Hearing on March 17, 2021 vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. **I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential.** This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,

Kristin Rau

2573 I Road  
Grand Junction, CO 81505  
[kernrau@gmail.com](mailto:kernrau@gmail.com)



**Tamra Allen**

---

**From:** Mark Smith <info@mainstreetbagels.net>  
**Sent:** Tuesday, March 16, 2021 6:31 PM  
**To:** Tamra Allen  
**Subject:** planning

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

I also very strongly agree with the County Commissioners and with Cynthia Comlo's letter below.  
Mark & Missy Smith  
822 24 1/2 Rd. 433-1496  
info@mainstreetbagels.net  
March 15, 2021

Dear Grand Junction City Council,  
This letter is for the record regarding Grand Junction City Council's Public Hearing [on March 17, 2021](#) vote on the ordinance of the 60 acres in North Grand Junction. I strongly agree with Mesa County's Planning Commissioners rejection of GJ City Council's changed 2020 Comprehensive Plan that suddenly turned 60 acres of Rural Residential, one house per five acres, ordinance to Residential Low, 2-5.5 homes per acre. I also strongly urge City Council to work with Mesa County Planning Commissioners when developing such an important 15-20 year plan that will determine the future of our entire valley. Collaboration creates a more creative community. I also strongly agree with Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. This seems appropriate since Louis Dunn, who wanted Residential Low, no longer owns the North property and the new owner of the 40 acres, Bob Fuoco, is very much in favor of reversing the 2020 Comprehensive Plan back to the "original" RURAL RESIDENTIAL Plan. Thank you for your consideration, for your dedicated hours of work, and for collaborating with Mesa County Planning Commissioners.

Sincerely,

Cynthia Komlo

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**Tamra Allen**

---

**From:** mary sornsin <sornsin1@yahoo.com>  
**Sent:** Tuesday, March 16, 2021 1:42 PM  
**To:** Council  
**Subject:** North of H Road Zoning Change Back to Rural

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear City Council:

Please change the zoning back to rural regarding the 60 acre plat North of H Road in Grand Junction. As you are well aware the zoning change to residential (2-5.5 houses per acre) was changed without citizen support. Most North neighbors have voiced our concerns over and over again to keep the zoning rural (1 house per 5 acres). The reasons are rational and reasonable and I won't repeat myself once again.

The council needs to shift more to supporting citizen wants and needs and not be totally in the hands of the developers.

Thank you for your consideration.

Mary Sornsin  
2677 Catalina Drive  
Grand Junction, CO 81506  
Telephone: (970) 243-0831

## Tamra Allen

---

**From:** Shiloh White <fantacryter@gmail.com>  
**Sent:** Tuesday, March 16, 2021 8:02 PM  
**To:** Tamra Allen  
**Subject:** North Zoning/2020 Comp. Plan Vote

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Grand Junction City Council,

Regarding Grand Junction City Council's Public Hearing on March 17, 2021 to vote on the ordinance of the 60 acres in North Grand Junction, I, like the majority of my neighbors in the affected area, urge you to please listen to our wishes and reject the change of the 2020 Comprehensive Plan. We have no desire to live in the crowded neighborhoods of the city, hence our resistance to becoming part of Grand Junction proper. If the change in the zoning from Rural Residential to Residential Low is allowed to stand, we have no doubt that it will only be a short time before our zoning is changed even further to allow more houses to be built in an area that strongly desires to remain rural.

It is so important to us who live in the county, outside of the city edges, that we be allowed to keep our homes as they are, to be able to keep our fields and livestock, to remain safe on our roads, and that we can trust not only our commissioners, but also the city council to listen to us. The city planners have been trying for years to bully us into becoming just another piece of their city, and we have nothing against Grand Junction, but we do not wish to live within its borders.

We hope that you will listen to the Mesa County Planning Commissioners request that Grand Junction City Council Amend / Reverse Back to the "original" 2020 Comprehensive Plan where the 60 acres North of H road can remain Rural Residential. Especially since our neighbor Louis Dunn no longer owns that land and the new owner, Bob Fuoco, is also in favor of reversing the changes to the 2020 Comp. Plan back to the original plan where the land remains Rural Residential.

Thank you for your consideration. We trust that you will do the right thing and listen to our voices.

Sincerely,

Shiloh White  
779 24 1/2 Rd



**Tamra Allen**

---

**From:** Bruce Young <yrejoice@aol.com>  
**Sent:** Tuesday, March 16, 2021 11:17 AM  
**To:** Tamra Allen  
**Subject:** 60 acre rezone

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dear Tamara,  
we would like to voice our opposition the greater density north of H Rd and are in favor of a return to the former zoning.  
Bruce and Marina Young  
2570 H Rd

## Tamra Allen

---

**From:** Dave/Corrine Zollner <dzollner@gvii.net>  
**Sent:** Monday, March 15, 2021 8:25 PM  
**To:** David Thornton  
**Cc:** Tamra Allen; 'Dave/Corrine Zollner'  
**Subject:** 2020 Comprehensive Plan

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

**To:** Grand Junction Planning Department

**From:** Dave Zollner 2562 H Road GJ, CO  
[dzollner@gvii.net](mailto:dzollner@gvii.net)  
970.361.1300

**RE:** 2020 Comprehensive Plan

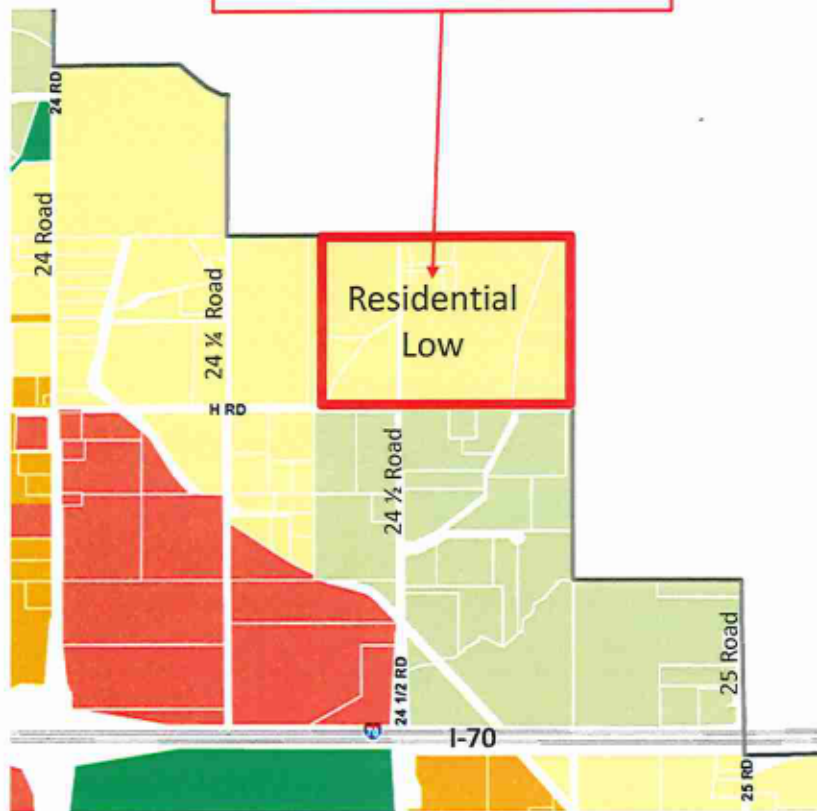
I understand the 2020 Comprehensive Plan is to be before the GJ City Council on 17 March 2021 for final approval, and encourage the Council to please:

return the Future Land Use Map portion for the general area of 24.5 & H Roads back to rural use as was originally proposed and was the desire of the super-majority of the residents in the area.

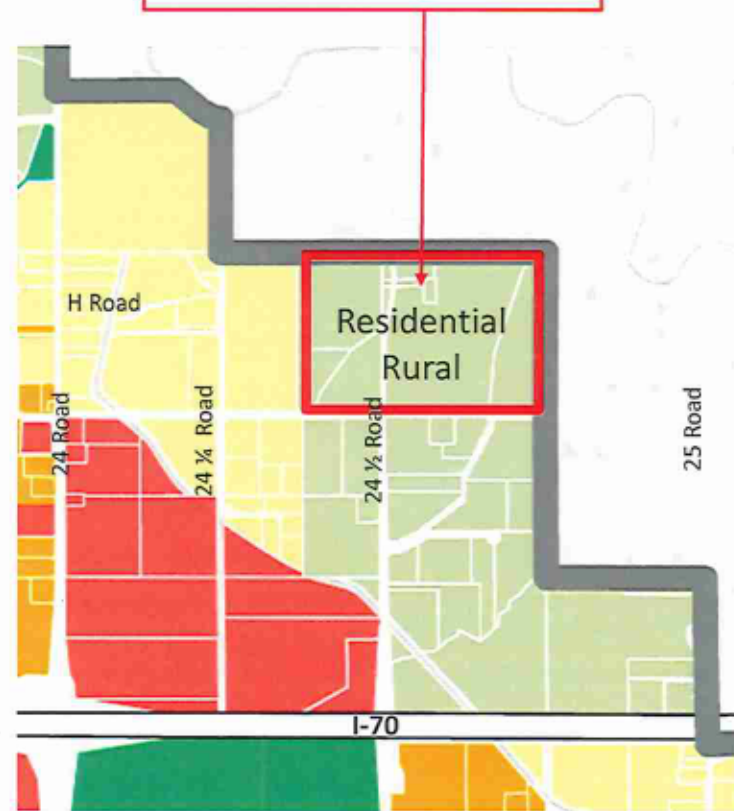
The retention of this rural land use allows for continued **diversity of land use** in Grand Junction as it grows.

Thank you.

Land Use Map **approved**  
by City Council  
December 16, 2020



Land Use Map **approved**  
by Mesa County  
February 18, 2021







## Grand Junction City Council

### Regular Session

Item #6.b.i.

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**Meeting Date:** March 17, 2021

**Presented By:** Senta Costello, Planner

**Department:** Community Development

**Submitted By:** Senta Costello, Associate Planner

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### **Information**

#### **SUBJECT:**

An Ordinance to Rezone 2.15 Acres from I-2 (General Industrial) to an I-1 (Light Industrial) Zone District, Located at 711 South 15th Street

#### **RECOMMENDATION:**

The Planning Commission heard this request at its February 23, 2020 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, ABBA Enterprises LLC, is requesting a rezone from I-2 (General Industrial) to I-1 (Light Industrial) for a 2.15-acre property located at 711 South 15th Street. The Applicant is requesting the rezone to the I-1 zone district as it allows for a business residence use.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **BACKGROUND**

The subject property is located south of D Road just east of the Riverside Parkway at the northwest corner of S 15th Street and Fourth Avenue and is a total of 2.15 acres in size. The property was annexed in 1973 as part of the Climax Uranium Annexation and zoned I-2. The existing building on the site was developed as part of the adjoining property for Boise Cascade as a building material distribution center in 1979 and was subdivided from the overall piece in 1991 and sold for other purposes. The site has been used for office/warehouse/outdoor storage uses by various businesses since, most recently the site for Alpine Lumber.

The 2020 Future Land Use designation for the property is Industrial which is implemented by both the I-1 (Light Industrial) and I-2 (General Industrial) zone districts as well as the C-2 (General Commercial) and I-O (Industrial Office) zone districts. The I-2 zone district is intended to provide areas of heavy and concentrated fabrication, manufacturing and industrial uses which are compatible with adjacent uses, provide easy semi-tractor trailer access to the State highway system and/or railroads and the availability of public services and facilities. The I-1 zone district is intended to provide for areas of light fabrication, manufacturing and industrial uses which are compatible with existing adjacent land uses, access to transportation and the availability of public services and facilities. This property meets the purpose of both zone districts. The current owner plans to operate the site for indoor/outdoor storage space and would like to establish a business residence for a full-time onsite manager.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed rezone request was held on September 15, 2020 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. Two neighbors representing neighborhood properties (Scott Hawley – Boise Cascade and Greg Guth – 1435 Fourth Ave) attended the meeting. Issues discussed included the location/limits of the business residence and required standards and concerns regarding necessary turning radius for entering the property off Fourth Avenue.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on October 16, 2020. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on February 12, 2021. The notice of this public hearing was published on February 16, 2021 in the Grand Junction Daily Sentinel.

### **ANALYSIS**

The criteria for review of a rezone application is set forth in Section 21.02.140(a). The criteria provide that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria.

- (1) Subsequent events have invalidated the original premises and findings; and/or

There have not been events that have changed the original premise that lead to the zoning designation of I-2. The site and the neighborhood have consistently been used for a variety of light and heavy industrial uses including warehousing, manufacturing and uses that utilize heavy vehicles. Staff thus finds that this criterion is not met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The character of the area has not changed over time. The site and the neighborhood have consistently been used for a variety of light and heavy industrial uses including warehousing, manufacturing and uses that utilize heavy vehicles. Staff therefore finds that this criterion is not met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Adequate public and community facilities and services are available to the property and are sufficient to serve land uses associated with the I-1 zone district. The subject property is advantaged by its position in the City's historical and present-day core, where services and utilities exist and where demands for upgrades to primary utilities are minimal. City Sanitary Sewer, City Storm Sewer, and City Water lines are located adjacent the property either in the Fourth Avenue right-of-way or South 15th Street. The property is also served by Xcel Energy electricity and natural gas, and cable network links. Public safety, fire, EMS and police services can adequately serve this area of the City. The subject property is also well served by both multimodal and automobile transportation facilities. In general, staff finds that public and community facilities are adequate to serve the type and scope of the land use(s) proposed. As such, staff finds this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

There are over 1600 acres of properties within the City limits zoned I-1, which is higher than the other zone districts which implement the Industrial Future Land Use category by approximately 1000-1200 acres. Staff finds this criterion is not met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The area will derive specific benefits by the rezone of this property; It will allow for the Applicant to use the property in the manner they desire/have need to and will keep the building and property active as opposed to some neighboring properties which are currently unoccupied and falling into disrepair. Having a business residence on site will also provide additional security in the area as break-ins and vandalism at nearby sites (Rocky Mounts and e-Bikes) have occurred recently. Staff finds that this criterion is met.

The rezone criteria provide the City must also find the request is consistent with the



vision, goals and policies of the Comprehensive Plan. Staff has found the request to be consistent with the following goals and policies of the Comprehensive Plan:

The property is designated as Industrial on the 2020 Comprehensive Plan Future Land Use Map. The Industrial designation of the Comprehensive Plan is implemented by the requested I-1 (Light Industrial) zone district. Therefore, Staff finds the rezone request to be consistent with the Comprehensive Plan.

#### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the ABBA Enterprises LLC rezone request, RZN-2020-568, for the property located at 711 South 15th Street, the following findings of fact have been made:

1. The request conforms with Section 21.02.140(a) of the Zoning and Development Code.

Therefore, Planning Commission recommends approval of the request.

#### **FISCAL IMPACT:**

There is not a fiscal impact to the City of Grand Junction.

#### **SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 4987, an ordinance rezoning property from I-2 (General Industrial) to I-1 (Light Industrial), located at 711 South 15th Street on final passage and order final publication in pamphlet form.

#### **Attachments**

1. Application Materials
2. Maps and Photos
3. Proposed Zoning Ordinance
4. Planning Commission Minutes - 2021 - February 23 - Anderwirth Rezone

## Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: Truck

Existing Zoning: I 2

Proposed Land Use Designation: no change

Proposed Zoning: I 1

### Property Information

Site Location: 711 So. 15<sup>th</sup> St. GJ. 81501 Site Acreage: 2.15

Site Tax No(s): 2945-242-12-031 Site Zoning: I 2

Project Description: Rezonning from I 2 to I 1 to accomodate a storage facility and a managers apartment.

### Property Owner Information

Name: ABBA Enterprises LLC

Street Address: 345 Donna Ave

City/State/Zip: White Rock NM. 87547

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: Terry Anderson

Contact Phone #: 970-250-5645

### Applicant Information

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

### Representative Information

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

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

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

Signature of Person Completing the Application: [Signature] Date: 8-26-20

Signature of Legal Property Owner: [Signature] Date: 8-26-20

# **NOTICE**

## **NEIGHBORHOOD MEETING**

**When:** Tuesday, September 15th, 2020 at 5:30pm

**Location:** 711 S. 15th St., Grand Junction, CO 81501

**Purpose of Meeting:** To discuss the rezoning of this commercial property from I-2 to I-1 to meet requirements by the City of Grand Junction for a Business Residence for an on-site caretaker for Storage Facility.

Please direct questions about this meeting to:

Terry Anderson  
970-250-5645  
tlanders55@gmail.com



Names of people who attended  
the Meeting

Scott Hawley - Branch Mgr Boise Cascade  
Hon rfor 9/15/2020  
Guy Scott manager 1435 4th Ave  
Kristen Ashbeck City 970 244-1430

Names of people who attended  
the Meeting

Scott Hawley - Branch Mgr Boise Cascade  
Hon rfor 9/15/2020  
Guy Scott manager 1435 4th Ave  
Kristen Ashbeck City 970 244-1430

**Anderwirth Storage**  
**711 S 15<sup>th</sup> Street**  
**Neighborhood Meeting Minutes**  
**Tuesday, September 15, 2020**  
**5:30 pm**

**Meeting Attendees: Kristen Ashbeck City of Grand Junction, Scott Hawley Branch Mgr. Boise Cascade, Greg Guth Manager and joint owner of 1435 4<sup>th</sup> ave.**

- 1) We discussed limits of a onsite managers apartment and it was determined that the apartment had to be used for business reasons only.
- 2) We discussed the entrances to the new storage facility and Greg Guth had some concerns about the turning radias required to enter the property.



## GENERAL PROJECT REPORT

### Anderwirth Storage

- A. Project Description
  - 1. Location: 711 S 15th St, Grand Junction, CO 81501
  - 2. Acreage: 2.15
  - 3. Proposed use: Storage Facility with Business Residence for on-site caretaker.
- B. Public Benefit - Offering low-cost, exterior storage space in a secure facility to the public.
- C. Neighborhood Meeting is scheduled for Tuesday, September 15th at 5:30pm at 711 S 15th St, Grand Junction, CO 81501
- D. Project Compliance, Compatibility, and Impact
  - 1. Adopted plans and/or policies -
  - 2. Land use in the surrounding area
  - 3. Site access and traffic pattern
  - 4. Availability of utilities, including proximity of fire hydrant
  - 5. Special or unusual demands on utilities - None
  - 6. Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.) - None
  - 7. Hours of operation - Seven days a week, 7am-7pm
  - 8. Number of employees - 1
  - 9. Signage plans - One elevated sign on S 15th St.
  - 10. Site soils and geology - N/A
  - 11. Impact of project on site geology and geological hazards, if any - N/A
- E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.
- F. Development Schedule and Phasing

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) ABBA Enterprises LLC ("Entity") is the owner of the following property:

(b) 711 So. 15<sup>th</sup> St. Grand Junction Co. 81501

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) \_\_\_\_\_ for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☐ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

\_\_\_\_\_

☐ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

\_\_\_\_\_

On behalf of Entity, I have reviewed the application for the (d) \_\_\_\_\_

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) \_\_\_\_\_

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: \_\_\_\_\_

Printed name of person signing: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

by \_\_\_\_\_

Witness my hand and seal.

My Notary Commission expires on \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

918109

2131228 07/02/03 0326PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$55.00

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS DEED, Made this <sup>27</sup>30th day of June, 2003, between 711 West Development Park LLC, a Colorado limited liability company of the \*County of \_\_\_\_\_ and State of Maryland, grantor(s), and ABBA Enterprises LLC whose legal address is 2754 Compass Drive #360, Grand Junction, CO 81506, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado, described as follows:

Lot 2 in  
BOISE CASCADE RESUBDIVISION a replat of  
PARCEL A of the REPLAT OF LOT 3,  
COLORADO WEST DEVELOPMENT PARK

also known as street and number as: 711 S 15th Street, Grand Junction, CO 81501

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 grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

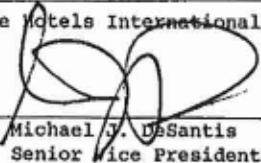
TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs, and assigns forever. The grantor(s), for itself, its heirs, and personal representatives or successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) Subject to taxes for 2003, payable in 2004 and all subsequent years, easements, rights of way, reservations and restrictions of record..

IN WITNESS WHEREOF, The grantor(s) has executed this deed on the date set forth above.

711 West Development Park LLC

by: Choice Hotels International, Inc.

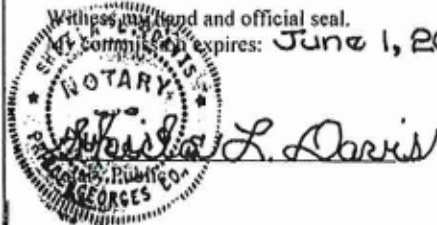
by:

  
Michael J. DeSantis  
Senior Vice President

STATE OF MARYLAND )  
PRINCE GEORGE'S )  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me, this 26th day of June, 2003 by Michael J. DeSantis, Senior Vice President of Choice Hotels International, Inc., Manager of 711 West Development Park LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My Commission expires: June 1, 2004.





State of Colorado  
County of Mesa ss.  
BOOK 718 PAGE 104

Recorded at 3:25 P.M. Sep 10 1957  
Reception No. 702377  
Notary Attest  
Recorder

DEED

THIS DEED, Made this 28th day of August in the year of our Lord one thousand nine hundred and fifty-seven, between HOLLY SUGAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of New York, of the first part, and CITY OF GRAND JUNCTION, of the County of Mesa and State of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described parcel or interest in land, situate, lying and being in the County of Mesa and State of Colorado, to-wit:

No. 1. The Southeast quarter of the Southwest quarter of the Northwest quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, reserving unto the grantee as a royalty two (2%) per cent of the gross production of all oil, gas or other minerals produced from said land.

No. 2. A permanent easement for the installation of a sewage outfall line and other utility lines, the maintenance thereof, and for roadway purposes over, along and in a right of way whose center line is described as follows:

Beginning at a point on the North Section Line of Section 24, Township 1 South, Range 1 West of the Ute Meridian. Whence the Northeast corner of the Northeast quarter of the Northwest quarter of the Northwest quarter of said Section 24 bears East, 46.7 feet; thence South 01°33' West, 1982.6 feet to a point on the North line of the Southeast quarter of the Southwest quarter of the Northwest quarter of said Section 24, said right of way to be 7 1/2 feet on each side of the center line for maintenance and roadway purposes, with a temporary permit to use a width of 25 feet on each side of the described center line for original construction purposes only.



And further does remise, release, sell, convey and quit claim a permanent easement to permit the grantee to waste into the waste ditch beginning at a point 52 feet West of the Southeast corner of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 24, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado, thence Southerly to the Colorado River.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part either in law or equity, or, 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 City of Grand Junction, the said party of the second part, its successors and assigns forever.

And the said Holly Sugar Corporation, party of the first part, for itself and its successors does, as to the parcels or interests denominated No. 1 and No. 2 herein, covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it was well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate, 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 said parcels or interests are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, and as to said parcels or interests, the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or

persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

HOLLY SUGAR CORPORATION

By Merrill E. Shoup  
President

(SEAL)  
ATTEST  
315  
Gilbert L. Catlett  
Secretary

STATE OF COLORADO )  
EL PASO : ss.  
COUNTY OF ~~KNEE~~ )

The foregoing instrument was acknowledged before me this 28th day of August, 1957, by Merrill E. Shoup, as President, and Gilbert L. Catlett, as Secretary of Holly Sugar Corporation, a corporation.

My notarial commission expires:

My Commission expires July 9, 1960

Witness my hand and official seal.

Nola F. Winters  
Notary Public  
(SEAL)



State of Colorado Recorded at 4:35 o'clock P.M. MAR 26 1976 BOOK 1062 PAGE 958  
County of Mesa Reception No. 1104535 Carl Sawyer Recorder.

COLORADO WEST IMPROVEMENT, INC.,  
a Colorado corporation

whose address is Grand Junction

County of Mesa, State of

Colorado, for the consideration of Ten  
Dollars and other valuable consideration  
now in hand paid, hereby sell(s) and convey(s) to

C.B.W. BUILDERS, INC., a Colorado corporation

whose address is 2700 G Road, Grand Junction

County of

Mesa

, and State of Colorado

the following real property in the

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

Lot 3 in Colorado West Development Park, according to the recorded plat thereof; EXCEPT that portion of said lot conveyed and described in instrument recorded in Book 1057 at Page 378 of the records of the Clerk and Recorder of Mesa County, Colorado, more particularly described as follows: EXCEPT Beginning at the Southwest corner of Lot 7 in Colorado West Development Park, thence North 00°24'57" East along the West line of Lots 7 and 3 333.86 feet, thence South 89°32'25" East 668.53 feet, thence South 00°14'00" West 331.22 feet to the South line of Lot 7 of said subdivision, thence North 89°46'00" West along the South line of Lot 7 669.57 feet to the point of beginning; ALSO, EXCEPT the railroad track running over and across the subject property; and reserving unto the Grantor an easement 20' in width over and across that portion of the above described Lot 3 lying South of the existing railroad track, for purposes of building a parallel lead track to be constructed at some future date for an easterly extension of the existing track; said reserved easement to be South of Railroad easement as shown on recorded Plat of Colorado West Development Park as recorded June 17, 1974 in Plat Book 11 at Page 108 of the records of the Clerk and Recorder of Mesa County, Colorado;

with all its appurtenances, and warrant(s) the title to the same, subject to general property taxes and assessments for the year 1976 and all subsequent years; easements and rights of way as shown on the recorded plat of Colorado West Development Park; covenants as shown on Exhibit "A" attached hereto.

Signed this 12 day of March, 1976

ATTEST:

DALE J. HOLLINGSWORTH  
Secretary

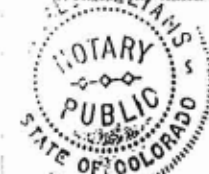
COLORADO WEST IMPROVEMENT, INC.  
a Colorado corporation

H. Barnett  
By: President

STATE OF COLORADO,  
County of Mesa

ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1976, by HAROLD R. BARNETT as President and DALE J. HOLLINGSWORTH as Secretary of COLORADO WEST IMPROVEMENT, INC. a Colorado corporation.  
My commission expires 4/5/77  
Witness my hand and official seal.



H. R. Barnett  
Notary Public

EXHIBIT "A"COLORADO WEST DEVELOPMENT PARK

## COVENANTS

- (1) SET BACKS

30' from Public Road Right-of-way for structures and storage area

15' from presently existing adjoining property line for all structures
- (2) PARKING

No parking on public roadways

No parking within 10' of public road right-of-way

Tenants provide on-site parking for employees, visitors, and all commercial vehicles
- (3) JUNKYARDS

No junkyards will be allowed
- (4) CITY REGULATIONS

All portions of the City Building Regulations and Zoning Ordinances will be adhered to
- (5) PROJECT FACILITIES

During the term of life of the Economic Development Administration-funded improvements in Colorado West Development Park, but not less than twenty years, the Project Facilities will be held for and devoted to public purposes only, will not be used for other than the public purpose for which such Project Facilities were financed by the E.D.A., and will provide services without discrimination to all persons without regard to their race, color, religion, sex, or national origin, which covenant is hereby made a matter of public record.





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

WARRANTY DEED

BOOK 1741 PAGE 762

THIS DEED, Made this 2nd day of May  
1989, between BOISE CASCADE CORPORATION, a  
Delaware corporation,

1515439 03:25 PM 05/09/89  
E.SAWYER, CLK&REC MESA COUNTY CO  
DOC NO FEE

of the Idaho County of Ada and State  
of \_\_\_\_\_, grantor(s), and

The City of Grand Junction, Colorado  
on behalf of Public Utilities

whose legal address is 250 N. 5th Street  
Grand Junction, Colorado 81501

of the County of Mesa and State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of ONE

DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents  
do ~~es~~ grant, bargain, sell, convey and confirm, unto the grantee(s), their heirs and assigns forever, all the real property,  
together with improvements, if any, situate, lying and being in the County of Mesa  
and State of Colorado, described as follows:

UTILITY EASEMENT

Commencing at the NE Corner of Lot 3, Colorado West Development  
Park; Thence S00°06'38"E 196.73 feet along the East line of  
said Lot 3; Thence S89°53'22"W 264.37 feet to the True Point  
of Beginning; Thence S00°07'01"E 354.27 feet; Thence  
N89°53'22"E 10.00 feet; Thence N00°07'01"W 354.27 feet;  
Thence S89°53'22"W 10.00 feet to the True Point of Beginning.

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the  
reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and  
demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and  
appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the grantee(s),  
heirs and assigns forever. And the grantor(s), for it self, its heirs, and personal representatives,  
do ~~es~~ covenant, grant, bargain and agree to and with the grantee(s), its heirs and assigns, that at the time of the executing  
and delivery of these presents is well seized of the premises above conveyed, has good, sure, perfect, absolute  
and undivided estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell  
and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains,  
sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except easements,  
restrictions, reservations, and mineral interests of record, if any.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable  
possession of the grantee(s), its heirs and assigns, against all and every person or persons lawfully claiming the whole or any  
part thereof.

IN WITNESS WHEREOF, The grantor(s) has executed this deed on the date first written above.

ATTEST: *[Signature]*

BOISE CASCADE CORPORATION

Assistant Secretary

*[Signature]*  
Vice President

"If in Denver, insert 'City and,'"

STATE OF ~~COLORADO~~ IDAHO

BOOK 1741 PAGE 763

County of Ada

I, Neredith R. Schreiner  
said Ada

, a Notary Public in and for  
County, in the State aforesaid, do hereby certify that J. R. Ayre

person whose name is subscribed to the foregoing Deed, appeared before me this day in person and  
acknowledged that signed, sealed and delivered the said instrument of writing as a  
free and voluntary act and deed for the uses and purposes set forth.

Given under my hand and official seal, this 2nd day of May

My commission expires November 8, 1994

Neredith R. Schreiner  
Notary Public  
MAY 10 1994

No. \_\_\_\_\_

# WARRANTY DEED

TO

STATE OF COLORADO,

County of \_\_\_\_\_

Do hereby certify that this instrument was filed for record in my

office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Book \_\_\_\_\_, Page \_\_\_\_\_

Film No. \_\_\_\_\_ Reception No. \_\_\_\_\_

Recorder

Deputy

Fees, \$ 6.22 / 10

BRANDON PUBLISHING CO

Baize Cascade



1. This conveyance is made upon and subject to the further trust that the said Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to his own use until default be in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including reasonable attorneys' fees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said note, the protection and maintenance of the property hereinabove described or in obtaining possession of said after any sale which may be made as hereinafter provided.
2. Upon the full payment of the indebtedness evidenced by said note and the interest thereon, the payment of all other sums herein provided for, the repayment of all monies advanced or expended pursuant to said note or this and upon the payment of all other proper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Grantor.
3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be by the court, enter upon and take possession of said property or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant such notice but shall be cumulative to any right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, or provided by law, may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorneys' fees shall be secured hereby.
4. The Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, regardless of maturity, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereof. Upon such default in payment or performance, and before or after such entry, the acting in the execution of this Trust, shall have the power to sell said property, and it shall be the Trustee's duty to sell said property (and in case of any default of any purchaser, to resell) at public auction, to the highest bidder, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county or political subdivision in which said property is situated, all other notice being hereby waived by the Grantor (and the Beneficiary or any person on behalf of the Beneficiary bid and purchase at such sale). Such sale will be held at a suitable place to be selected by the Beneficiary within said county or political subdivision. The Trustee is hereby authorized to execute and deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of default upon which the execution of the power of sale herein granted depends; and the said Grantor hereby constitutes and appoints the Trustee as his agent and attorney in fact to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be binding and conclusive upon the Grantor, and said conveyance shall be effectual to bar all equity or right of redemption, homestead, dower, right of appraisement, and all other rights and exemptions of the Grantor, all of which are hereby expressly waived and conveyed to the Trustee. In the event of a sale as hereinabove the Grantor, or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and irrevocable by death or otherwise, and are granted as cumulative to all other remedies for the collection of said The Beneficiary or Assigns may take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.
5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an not in excess of \* percent of the gross amount of said sale or sales, provided, however, that the amount of such fee shall be reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the costs and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale's proceeds. It is further agreed that if said property shall be advertised for sale as

\*fees as provided in 1797 C.R.S. 38-37 104(1)(b)



herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the for the services rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

6. The proceeds of any sale of said property in accordance with paragraph 4 shall be applied first to payments of fees, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintaining said property and reasonable attorneys' fees; secondly, to payment of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

7. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Beneficiary will be entitled to a deficiency judgement for the amount of the deficiency without regard to appraisal, the Grantor having waived and assigned all rights of appraisal to the Trustee.

8. The Grantor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts to the Beneficiary.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the indebtedness hereby secured, of such expenses and fees as may be incurred in any foreclosure sale by the Trustee, or court proceedings or in any other litigation or proceeding affecting said property, and attorneys' fees reasonably incurred in any other way.

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured hereby.

e. He will continuously maintain hazard insurance of such type or types and in such amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to Beneficiary and the policies and renewals thereof shall be held by Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, Grantor will give immediate notice in writing to Beneficiary and Beneficiary may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of a Trustee's sale or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass at the option of the Beneficiary to the purchaser or Beneficiary.

f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to keep buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in the Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any sums paid for such repairs shall bear interest from the date of payment at the rate specified in the note, shall be due and payable on demand and shall be fully secured by this Deed of Trust.

g. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

h. He will not rent or assign any part of the rent of said property or demolish, remove, or substantially alter any building without the written consent of the Beneficiary.



9. In the event the Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary is hereby authorized to the same and any sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note. If the Grantor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this Deed of Trust, then this Deed of Trust shall be canceled and surrendered.
10. The Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the lawful claims of all persons whomsoever.
11. For better security of the indebtedness hereby secured the Grantor, upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired after the date hereof (all in satisfactory to Grantee). Furthermore, should Grantor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, Grantor hereby agrees to permit Beneficiary to cure such default, but Beneficiary is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
12. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments last due under said note, and the Beneficiary is hereby authorized, in the name of the Grantor, to execute and deliver acquittances thereof and to appeal from any such award.
13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this as well as any requirement or application to any court for the removal, appointment or substitution of any trustee hereunder.
14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Grantor, the Grantor having hereby waived such notice.
15. If more than one person joins in the execution of this instrument as Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
16. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.
17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
18. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:
- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
  - b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.
- Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

19. If all or any part of the property or an interest therein is sold or transferred by the Grantor without the Beneficiary's prior written consent, the Beneficiary may, at the Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

IN WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

ABBA ENTERPRISES, LLC, a Colorado limited liability company

  
JEAN E. BIERWIRTH, Managing Member

Executed and delivered in the presence of the following witnesses:

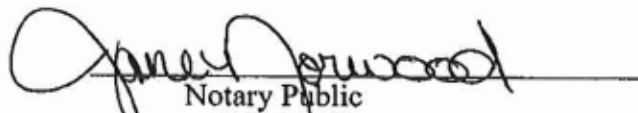
(Add Appropriate Acknowledgment)

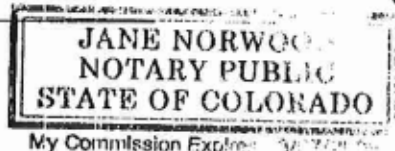
State of Colorado  
County of Mesa

The foregoing instrument was acknowledged before me this 31st day of December, 2003 by Jean E. ~~Bierwirth~~ as Managing Member of ABBA Enterprises, LLC, a Colorado limited liability company. Bierwirth

Witness my hand and seal.

My commission expires: \_\_\_\_\_

  
Notary Public





912065

## ASSIGNMENT OF DEED OF TRUST OR MORTGAGE DEED

December 31, 2003

Date of Assignment

Small Business Administration

Assignee

Colorado District Office

721 19th Street

Address

Denver, Colorado 80202

Community Economic Development Company  
of Colorado

Assignor

1175 Osage Street, Suite 110

Address

Denver, Colorado 80204

December 31, 2003

Date of Deed of Trust

Mesa County

Recording date of Deed of Trust

3566

544

County of Recording

Book No.

Page No.

Film No.

Reception No.

CDC 643,302-40-04

2171427 BK 3566 PG 549

01/09/2004 12:11 PM 549

Janice Ward CLK REC Mesa County, CO

RecFee \$5.00 SurChg \$1.00

KNOW ALL BY THESE PRESENTS that ABBA Enterprises, LLC, a Colorado limited  
liability companydid grant, bargain, sell and convey  
the property described in the Deed of Trust or Mortgage Deed, herein referred to as Deed of Trust, to the Public Trustee\*in the County in which said Deed of Trust was recorded, to be held in trust to secure the payment of a Promissory Note for  
the original principal sum of Two Hundred Seventy-eight Thousand and no/100ths DOLLARSNOW THEREFORE, in consideration of the sum of ten dollars and other valuable  
considerationdollars, paid to the assignor, the receipt and sufficiency of which is  
hereby acknowledged, the said assignor hereby assigns unto the said assignee, the said Deed of Trust and note secured thereby,  
together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all  
the powers and of all the covenants and provisions therein contained, and the said assignor hereby grants and conveys unto the  
said assignee, the following described property, situate in the  
County of Mesa, State of Colorado, to wit:Lot 2 in  
BOISE CASCADE RESUBDIVISION a replat of  
PARCEL A of the REPLAT OF LOT 3  
COLORADO WEST DEVELOPMENT PARK

also known by street and number as: 711 South 15th Street, Grand Junction, Colorado 81501

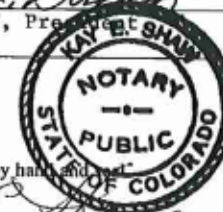
TO HAVE AND TO HOLD the said Deed of Trust and note, and also the said property unto the said assignee forever, subject  
to the terms contained in said Deed of Trust and note.And the said assignor hereby covenants with the assignee that the said Deed of Trust and note hereby assigned is a good and  
valid security and that the sum of \$278,000.00dollars remains unpaid on the said note and that the said assignor  
has not done or permitted any act, matter or thing whereby the said Deed of Trust has been released or discharged, either partly  
or in entirety and has the right to assign said Deed of Trust and note and will upon request, do, perform and execute every act  
necessary to enforce the full performance of the covenants and agreements therein contained. This assignment and the  
covenants herein shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the  
respective parties hereto.

IN WITNESS WHEREOF, the assignor has executed this assignment the day and year first above written.

Attest:

Donna M. Bryant  
DONNA M. BRYANT, SecretaryState of Colorado, City and  
County of DenverCOMMUNITY ECONOMIC DEVELOPMENT  
COMPANY OF COLORADO  
a Colorado nonprofit corporationWilliam C. Bacon  
WILLIAM C. BACON, PresidentThe foregoing instrument was acknowledged before me on  
December 31, 2003 (date) by  
William C. Bacon as President and  
Donna M. Bryant as Secretary of Community  
Economic Development Company of Colorado  
Date Commission Expires1175 Osage St. Denver, CO 80204  
Notary Address

Witness my hand and seal



My commission expires 9-11-2005

\*If a Mortgage, here delete reference to Public Trustee and complete as applicable.  
\*\*Insert "City and" where applicable.

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

## THE UNITED STATES OF AMERICA,

Certificate No. 119

To all to Whom these Presents shall come, GREETING:

Whereas, *Melvin O. Whitehead* of *New 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 *Melvin O. Whitehead*according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," ~~for~~ and the acts supplemental theretofor the *North East quarter of the North West quarter, the West half of the North West quarter and the Southwest quarter of Section Twenty-four, in Township one south of Range one west of the Meridian in Colorado containing one hundred and forty three acres and fifty two hundredths of an acre*

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

*Melvin O. Whitehead*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 *Melvin O. Whitehead*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*Melvin O. Whitehead*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 *twenty first* day of *July*, in the year of our Lord one thousand eight hundred and *ninety*, and of the Independence of the United States the one hundred and *fifteenth*BY THE PRESIDENT: *Benjamin Harrison*By *M. M. Hunt* Secretary.*J. M. Townsend* Recorder of the General Land Office.

Recorded, Vol. 21 Page 183

Filed for Record the 27<sup>th</sup> day of April A. D. 1891, at 7<sup>20</sup> o'clock A. M.By *Alfred W. Brown* Recorder  
By *Frank W. Clister* Deputy.





## Wire Fraud Prevention Notice



Wire Fraud is on the rise. Before wiring funds to any party of your transaction, including Advanced Title Company, please call to verify any wiring instructions you may have received. Beware of any changes to the wiring instructions, no matter who you may believe has sent them or who may be requesting funds and verify any changes by using contact information received prior to the change request. Protect yourself from fraud. Always call to verify, change your passwords regularly, be suspicious of links or attachments in email correspondence, use encrypted communication methods where available and be alert for any changes in email contacts.



## COMMITMENT FOR TITLE INSURANCE



### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a(n) Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 60 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Advanced Title Company:

**stewart**  
title guaranty company

A handwritten signature in black ink, appearing to read "Matt Morris".

Matt Morris  
President and CEO

A handwritten signature in black ink, appearing to read "Sabrina Yanez".

Sabrina Yanez  
Authorized Countersignature



A handwritten signature in black ink, appearing to read "Denise Carraux".

Denise Carraux  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**stewart**  
title guaranty company



- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>request insurance-related services</li> <li>provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE **Advanced Title Company** DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of **Advanced Title Company** and its affiliates ("ATC"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as **Advanced Title Company**, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does ATC Notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does ATC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does ATC collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: <b>618 Rood Avenue, Grand Junction, CO; 81501; 970-255-7677.</b> <b>Packet Page 472 of 496</b>

## COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-20-6605

### SCHEDULE A

1. Commitment Date: August 4, 2020 at 12:00 AM

2. Policy to be issued:

a. ALTA Owner's Policy (06/17/06)

Amount  
\$N/A

Proposed Insured: Purchaser To Be Determined

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

Abba Enterprises, LLC, a Colorado limited liability company

5. The Land is described as follows:

Purported Address: 711 S. 15th Street, Grand Junction, CO 81501

Lot 2,

BOISE CASCADE RESUBDIVISION, A REPLAT OF PARCEL A OF THE REPLAT OF LOT 3, COLORADO WEST DEVELOPMENT PARK

County of Mesa, State of Colorado

[Click here for Assessor Parcel Information.](#)

For Identification Purposes Only: Parcel No(s): 2945-242-12-031

Statement of Charges: These charges are due and payable before a Policy can be issued.

Owner's Policy: \$500.00

Tax Certificate: \$15.00

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## COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-20-6605

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Evidence satisfactory to the Company and its underwriter of payment of all outstanding taxes, charges and assessments as certified by the County Assessor. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent pursuant to Colorado Revised Statutes § 10-11-122 (1)(b) for any sale and for any loan pursuant to lender instructions. For Information Purposes Only: County Parcel Number(s): 2945-242-12-031 [Click here for Tax Certificate](#).
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, together with additional documents as required by the Company as follows:
  - a. Deed from Abba Enterprises, LLC, a Colorado limited liability company to Purchaser To Be Determined sufficient to convey the fee simple estate or interest in the Land described or referred to herein. [Click here for Vesting Deed](#).
  - b. Release of Deed of Trust in favor of Community Economic Development Company of Colorado to secure \$278,000.00 by instrument recorded January 9, 2004 at [Reception No. 2171426](#), and assigned to the Small Business Administration Colorado District Office by instrument recorded January 9, 2004 at [Reception No. 2171427](#).
  - c. Statement of Authority for Abba Enterprises, LLC, a Colorado limited liability company disclosing the names of the parties authorized for said company and otherwise complying with Colorado Revised Statutes 38-30-172.
  - d. NOTE: This commitment is subject to such additional Requirements and Exceptions necessary once the identity of the Purchaser becomes known.
6. Execution of Company's Affidavit as to Debts, Liens, and other matters and its return to Advanced Title

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**SCHEDULE B - I**  
(Continued)

Company. NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), notify the Company within 10 days of receipt of this title commitment.

7. Operating Agreement for Abba Enterprises, LLC, a Colorado limited liability company must be submitted to Company for review. Additional Requirements may result.

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## COMMITMENT FOR TITLE INSURANCE



Commitment No.: ATC-20-6605

### SCHEDULE B, PART II Exceptions

Schedule B of the policy or policies to be insured will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 4 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

1. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not 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. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public record or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims: reservation or exceptions in Patents or in Acts authorizing the issuance thereof, minerals of whatsoever kind, subsurface or surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the excepted matters are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

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**SCHEDULE B - II**  
(Continued)

9. Reservations and exceptions in Patents, or Acts authorizing the issuance thereof, including the reservations of the right of proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States Patent recorded April 27, 1891 at Reception No. 11567.
10. Sewer and Utility easement over the east side of subject property as set forth by instrument recorded September 10, 1957 at Reception No. 702477 and as shown on the plat of said subdivision.
11. Covenants, easements, and setbacks as reserved in that certain Warranty Deed recorded April 26, 1976 at Reception No. 1104535.
12. Telephone Right of Way Easement recorded June 17, 1976 at Reception No. 1110658, and also as shown on the plat of said subdivision.
13. Utility easement granted to the City of Grand Junction, Colorado in that certain Warranty Deed recorded May 9, 1989 at Reception No. 1515439, and also as shown on the plat of said subdivision.
14. Utility easement over the east side of subject property, varying widths as shown on the plat of said subdivision.
15. Utility easement over the south 7.5 feet of subject property as shown on the plat of said subdivision.
16. Plat notes as shown on the plat of said subdivision.
17. Easements and notes as disclosed by Improvement Survey Plat, Deposit No. 3094-04 of Richard A. Mason, a Colorado Registered Land Surveyor, dated September 30, 2004, a copy of which has been secured through the Mesa County Survey Depository.

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## DISCLOSURES

Order No.: ATC-20-6605

**Note:** Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district;
- B) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the county treasurer or the county treasurer's authorized agent;
- C) 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

**Note:** Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that **Advanced Title Company** conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

**Note:** Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against unfilled Mechanic's and Materialmen's Liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- A) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE:** This disclosure applies only if Schedule B, Section II of the title commitment herein includes an exception for severed minerals.

**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

**Note:** Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein, unless the above conditions are fully satisfied.





Ken Brownlee, Assessor  
Real Property Record  
P.O. Box 20,000  
544 Rood Avenue  
Grand Junction, CO 81502

Full Color Print

**Property Information** (Report Date: 8/5/2020)

Parcel Number: 2945-242-12-031  
Account Number: R069777  
Property Use: Commercial  
Location Address: 711 S 15TH ST  
GRAND JUNCTION, CO 81501  
Mailing Address: 711 S 1ST ST  
GRAND JUNCTION, CO 81501  
Owner Name: ABBA ENTERPRISES LLC  
Joint Owner Name:  
Neighborhood: AREA 17 MERHCHAND  
(221217.00CM)  
Associated Parcel: N/A  
Approx. Latitude: 39.060786  
Approx. Longitude: -108.548427



**Legal Description**

LOT 2 BOISE CASCADE RESUBDIVISION SEC 24 1S 1W

**Tax Information**

Year	Property Code	Improvements (Actual)	Land (Actual)	Total (Actual)	Improvements (Assessed)	Land (Assessed)	Total (Assessed)	TAC Code	Mill Levy/1000	Water Assessment	Property Tax & Water
2020	2112.2212	\$528,670	\$318,420	\$847,090	\$153,310	\$92,340	\$245,650	10101	0.0649670	\$0.00	*\$15,959.16
2019	2112.2212	\$528,670	\$318,420	\$847,090	\$153,310	\$92,340	\$245,650	10101	0.0649670	\$0.00	\$15,959.16
2018	2120.2220	\$536,520	\$269,720	\$806,240	\$155,590	\$78,220	\$233,810	10101	0.0707520	\$0.00	\$16,542.52

For tax bill [Click Here](#)

\*Current estimated tax is using previous year's Mill Levy (Mill Levy determined in December of current year)

**Taxing Authority Detail**

Year	Agency Name	Agency Abbrev.	TAC Code	Mill Levy	Total (Assessed)	Tax Per Agency
2020	CITY OF GRAND JUNCTION	GRJCT	10101	8.0000	\$245,650	\$1,965.20
2020	COLORADO RIVER WATER CONSERVANCY	COLRW	10101	0.2350	\$245,650	\$57.73
2020	COUNTY - DEVELOP DISABLED	MCCCB	10101	0.2460	\$245,650	\$60.43
2020	COUNTY GENERAL FUND	MCGRF	10101	6.1480	\$245,650	\$1,510.26
2020	COUNTY ROAD & BRIDGE-1/2 LEVY	MCRBS	10101	0.2620	\$245,650	\$64.36
2020	COUNTY TRANSLATOR TV FUND	MCTV	10101	0.0260	\$245,650	\$6.39
2020	GRAND RIVER MOSQUITO CTRL	GRMCD	10101	1.4520	\$245,650	\$356.68
2020	GRAND VALLEY DRAINAGE DIST	GVDD	10101	1.7480	\$245,650	\$429.40
2020	LIBRARY DISTRICT	LIBR	10101	3.0070	\$245,650	\$738.67
2020	MESA CNTY ROAD & BRIDGE-GRAND JCT	GJRB	10101	0.2620	\$245,650	\$64.36
2020	SCHOOL DIST# 51 2006 OVERID	SD51O06	10101	2.1010	\$245,650	\$516.11
2020	SCHOOL DIST# 51 2017 OVERRIDE	SD51O_17	10101	3.4140	\$245,650	\$838.65
2020	SCHOOL DIST# 51 BOND	SD51B	10101	9.4310	\$245,650	\$2,316.73
2020	SCHOOL DIST# 51 GENERAL	SD51	10101	24.3260	\$245,650	\$5,975.68
2020	SCHOOL DIST# 51 OVERRIDE 96	SD51O	10101	2.6990	\$245,650	\$663.01
2020	SOCIAL SERVICES	MCSS	10101	1.6100	\$245,650	\$395.50
	<u>Tax Authority Contact Information</u>		Total Mill:	64.9670	Total Tax:	*\$15,959.16



**Sales & Conveyance Information \*\***

Date	Price	Reception Number (Click for Recorded Document)	Document Type
6/26/2003	\$550,000.00	<a href="#">2131228</a>	Warranty Deed
6/5/2000	\$580,000.00	<a href="#">1952950</a>	Warranty Deed
		<a href="#">Search Clerk Records</a>	<a href="#">Document Type Descriptions</a>

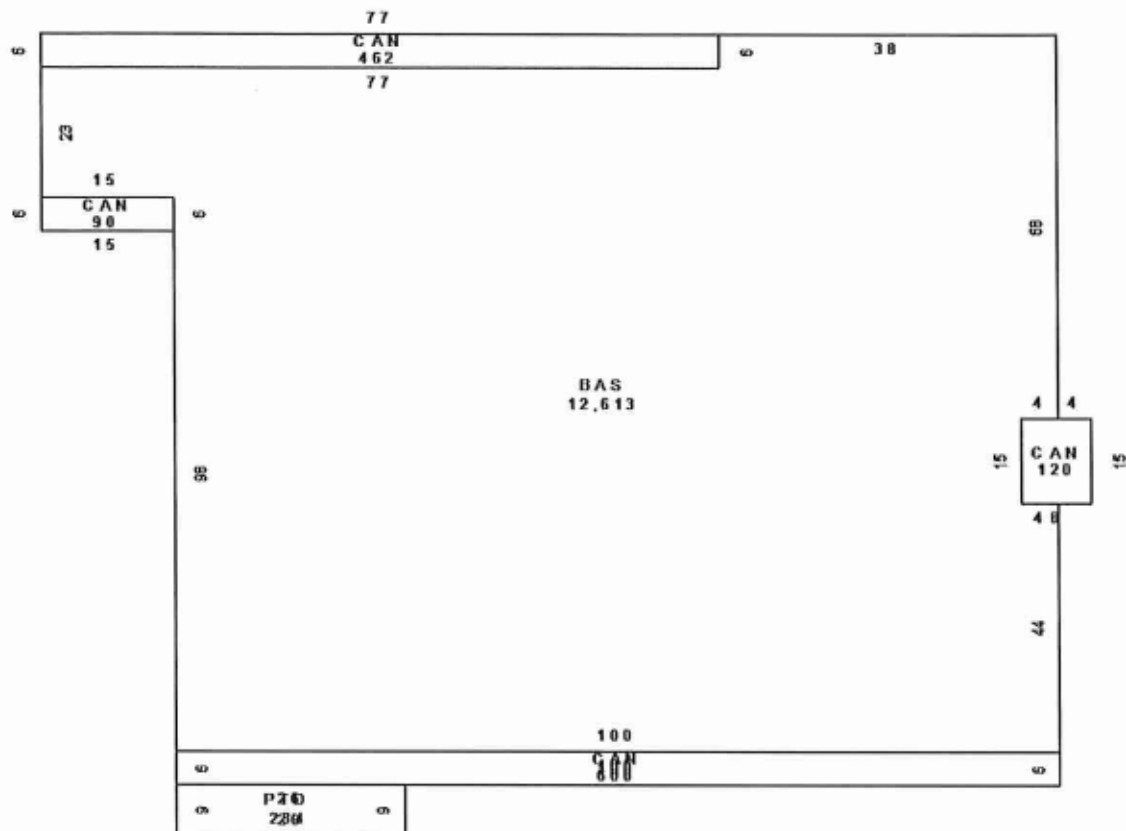
\*\* Viewing of recorded documents requires a subscription through the Mesa County Clerk and Records Office.  
Click the associated reception number for Grantee and Grantor information via recorded document.

**Land Description**

Property Use Code	Property Use Type	Sq. Ft.
2112	MERCHANDISING - LAND	93,654
	Approximate Acres: 2.15 (Acreage is approximate and should not be used in lieu of Legal Documents)	

**Building Sketch 1 of 1**

## Building Sketch 1



- Base Area(BAS) = 12613 sq.ft.
- Canopy(CAN) = 1272 sq.ft.
- Patio(PTO) = 234 sq.ft.

Building ID: R069777COM1.1592243373213  
 Model Description: Commercial  
 Building Use: MERCHANDISING (2212)  
 Units: 10  
 Arch Desc: WAREHOUSE SHOWROOM STORE  
 Quality: Average  
 Actual Year Built: 1979  
 Effective Year Built: 1995  
 Rooms: N/A  
 Bedrooms: N/A  
 Bathrooms: Commercial-No Bath  
 Heat Type: FORCED AIR HEAT

Heat Fuel: GAS  
 Heated SQ. FT.: 12613  
 Air Conditioning: CENTRAL AIR  
 Frame: WOOD FRAME  
 Interior Wall: DRYWALL  
 Exterior Wall: WOOD SIDING  
 Roof Cover: BUILT UP T & G  
 Roof Structure: FLAT  
 Style: COMMERCIAL INDUSTRIAL  
 Stories: 1  
 Comm. Wall Height: 12  
 Comm. Fixtures: 15

## Miscellaneous Building Information

Year Built	Miscellaneous Description	Length (ft.)	Width (ft.)	Units or Sq. Ft.
1979	ASPHALT, COMMERCIAL, 0-499 SF	0	0	67542.00
1979	CONCRETE, COMMERCIAL	0	0	2052.00
1979	FENCE 0-399 LF	0	0	910.00
1979	LIGHTS & POLES	0	0	2.00
1979	GATES	0	0	3.00
Miscellaneous items above are not tied to a specific building				

## Historical Information

012065

5

PAGE DOCUMENT

2171426 BK 3566 PG 544-548  
01/09/2004 12:11 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$25.00 SurChg \$1.00  
BK 3566 PG 544  
CDC 643,302-40-04

# DEED OF TRUST

(Participation)

THIS DEED OF TRUST, made this Thirty-first day of December 2003 by and between  
ABBA ENTERPRISES, LLC, a Colorado limited liability company

hereinafter referred to as "Grantor," whose address is 711 South 15th Street Grand Junction, CO 81501-  
Public Trustee of Mesa County

hereinafter referred to as "Trustee," whose address is P. O. Box 20000-5043 Grand Junction, CO 81502-  
Community Economic Development Company Of Colorado

hereinafter referred to as "Beneficiary," who maintains an office and place of business at  
1175 Osage Street, Suite 110 Denver, CO 80204-3400

in participation with the Small Business Administration, an agency of the United States.

WITNESSETH, that for and in consideration of \$1.00 and other good and valuable consideration, receipt of  
is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors  
and assigns, all of the following described property situated and being in the County of Mesa  
State of Colorado

Lot 2 in  
BOISE CASCADE RESUBDIVISION a replat of  
PARCEL A of the REPLAT OF LOT 3,  
COLORADO WEST DEVELOPMENT PARK

Also commonly known as 711 South 15th Street, Grand Junction, Colorado 81501

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ven-  
tilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor hereby declaring that it is in-  
tended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and  
all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights  
belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents,  
and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest  
of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a  
promissory note of this date, in the principal sum of \$278,000.00, which note matures March 1, 2024 and was

signed by JEAN E. BIERWIRTH as Managing Member of ABBA ENTERPRISES, LLC, a Colorado limited  
liability company

in behalf of ABBA ENTERPRISES, LLC, a Colorado limited liability company





910109

Book 3405 Page 86  
2131228 07/02/03 0326PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$55.00

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
Reception No. \_\_\_\_\_

### SPECIAL WARRANTY DEED

THIS DEED, Made this <sup>27</sup>~~20~~th day of June, 2003, between 711 West Development Park LLC, a Colorado limited liability company of the \*County of \_\_\_\_\_ and State of Maryland, grantor(s), and ABBA Enterprises LLC whose legal address is 2754 Compass Drive #360, Grand Junction, CO 81506, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), its heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Mesa, State of Colorado, described as follows:

Lot 2 in  
BOISE CASCADE RESUBDIVISION a replat of  
PARCEL A of the REPLAT OF LOT 3,  
COLORADO WEST DEVELOPMENT PARK

also known as street and number as: 711 S 15th Street, Grand Junction, CO 81501

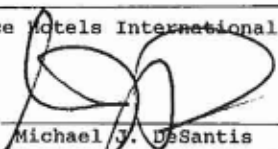
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its heirs, and assigns forever. The grantor(s), for itself, its heirs, and personal representatives or successors, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s) Subject to taxes for 2003, payable in 2004 and all subsequent years, easements, rights of way, reservations and restrictions of record..

IN WITNESS WHEREOF, The grantor(s) has executed this deed on the date set forth above.

711 West Development Park LLC

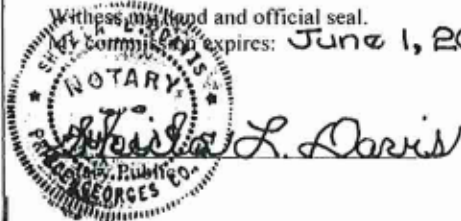
by: Choice Hotels International, Inc.

by:   
Michael J. DeSantis  
Senior Vice President

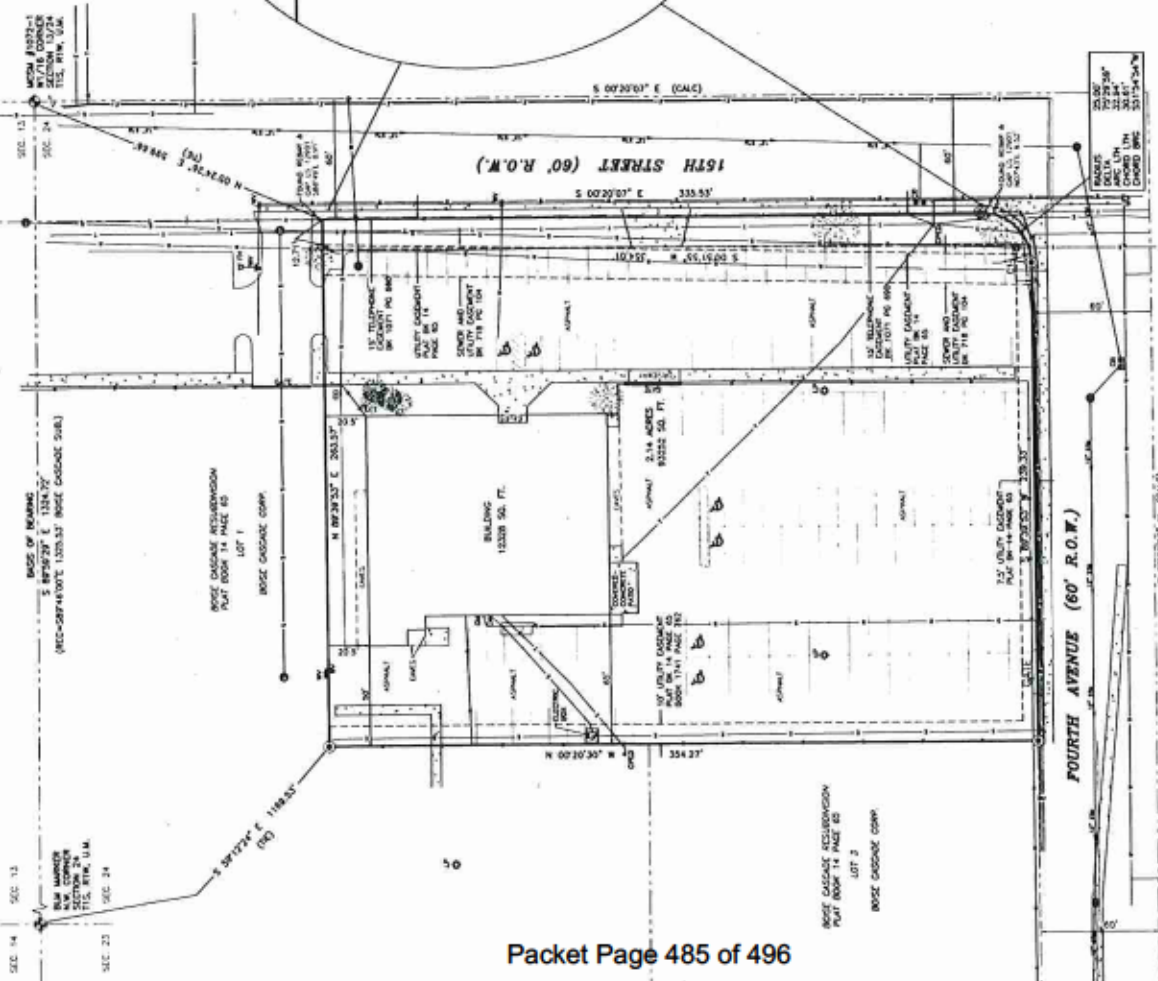
STATE OF MARYLAND )  
PRINCE GEORGE'S )  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me, this 26th day of June, 2003 by Michael J. DeSantis, Senior Vice President of Choice Hotels International, Inc., Manager of 711 West Development Park LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: June 1, 2004.



# DEPOSIT OF SURVEY



LAND SURVEY BOOK NO. 3094-04  
 LOT BOOK 1 PAGE 95 PLAT DATE 10/27/04

**IMPROVEMENT SURVEY PLAT**  
 OF LOT 2, BOISE CASCADE SUBDIVISION  
 IN THE 1/4 1/4 SECTION 24  
 TOWNSHIP 1 SOUTH, RANGE 1 WEST  
 OF THE UTE MERIDIAN  
 IN THE CITY OF GRAND JUNCTION  
 MESA COUNTY, COLORADO

PLAT NO. 3094-04  
 BOOK NO. 3094-04  
 PAGE NO. 95

DEPOSIT 3094-04

**Property Survey Certification**

I, Robert A. Mank, a registered Professional Land Surveyor in the State of Colorado, do hereby certify that the survey and plat shown on this plat were made by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor in the State of Colorado.

Robert A. Mank  
 Registered Professional Land Surveyor  
 No. 18460



## City of Grand Junction Application Review Comments

**Date:** October 26, 2020      **Comment Round No.** 1      **Page No.** 1  
**Project Name:** Anderwirth Storage      **File No:** RZN-2020-568  
**Project Location:** 711 S 15<sup>th</sup> St

### Check appropriate box(es)

**Property Owner(s):** ABBA Enterprises LLC – Terry Anderson  
☐ **Mailing Address:** 711 S 15<sup>th</sup> St, Grand Junction CO 81501  
☒ **Email:** [tlanders55@gmail.com](mailto:tlanders55@gmail.com)      **Telephone:** 970-250-5645

**Applicant(s):** Same as owner

**Project Manager:** Senta Costello      **Email:** [sentac@gjcity.org](mailto:sentac@gjcity.org)      **Telephone:** 970-244-1442  
**Development Engineer:** Rick Dorris      **Email:** [rickdo@gjcity.org](mailto:rickdo@gjcity.org)      **Telephone:** 970-256-4034

## City of Grand Junction REQUIREMENTS (with appropriate Code citations)

### PLANNING

Requirements: 1. Please revise the General Project Report to answer all applicable items. Specifically, D2, D3, D4 and E. E is the Approval Criteria for a rezone. Each should be addressed individually under E.

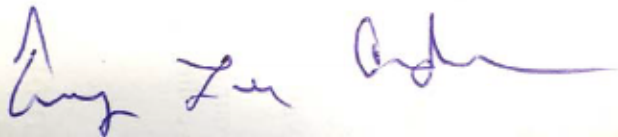
**Applicant's Response:** This has been completed and all specific items have been addressed.

**Document Reference:** General Project Report

Please provide a response for each comment and, for any changes made to other plans or documents, indicate specifically where the change was made.

**Date due:** January 24, 2021

**I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.**



Applicant's Signature

1/11/21

Date

## GENERAL PROJECT REPORT

### Anderwirth Storage

- A. Project Description
  - 1. Location: 711 S 15th St, Grand Junction, CO 81501
  - 2. Acreage: 2.15 acres
  - 3. Proposed use: Storage Facility with Business Residence for on-site Caretaker. Proposed mini-storage units unattached from existing building on property with care-taker's apartment located in part of existing structure.
- B. Public Benefit - Offering low-cost, exterior storage space in a secure facility to the public.
- C. Neighborhood Meeting is scheduled for Tuesday, September 15th at 5:30pm at 711 S 15th St, Grand Junction, CO 81501
- D. Project Compliance, Compatibility, and Impact
  - 1. Adopted plans and/or policies - Splitting the property will be done following all City of Grand Junction policies. Property is in the greater downtown area and will comply with the greater downtown plan.
  - 2. Land use in the surrounding area - The land use in adjacent properties are I-1
  - 3. Site access and traffic pattern - Site is both entered and exited through gates on both S 15th St and 4th Ave. Once on the site, two-way traffic is permitted around storage buildings and rental spots.
  - 4. Availability of utilities, including proximity of fire hydrant - Gas and Electric access is on 4th Ave. Lot Two will not be using Natural Gas for our business. Lot Two will be utilizing electricity only for automatic gate operation and RV parking lighting. No other utilities will be used by this Business on Lot Two. The closest fire hydrant is located 100 feet north-east of the building on Lot One.
  - 5. Special or unusual demands on utilities - None
  - 6. Effects on public facilities (fire, police, sanitation, roads, parks, schools, irrigation, etc.) - No extra demands will be needed from fire, police, sanitation, roads, parks, schools, irrigation, etc.
  - 7. Hours of operation - Seven days a week, 7am-7pm
  - 8. Number of employees - 1
  - 9. Signage plans - One elevated sign on S 15th St. side of property
  - 10. Site soils and geology - N/A
  - 11. Impact of project on site geology and geological hazards, if any - N/A
- E. Must address the review criteria contained in the Zoning and Development Code

for the type of application being submitted. Rezoning Approval Criteria - In order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

1. Subsequent events have invalidated the original premises and findings; and/or - Not applicable to this application.
2. The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or - Not applicable to this application.
3. Public and community facilities are adequate to serve the type and scope of land use proposed; and/or - Public and community facilities are adequate to serve Anderwirth Storage.
4. An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or - With the addition of residential properties off of Riverside Parkway, we believe there will be an increased need for residential storage and/or recreational vehicle storage which Anderwirth Storage will address and provide.
5. The community or area, as defined by the presiding body, will derive benefits from the proposed amendment. - Residents in the surrounding area will benefit from additional storage options which Anderwirth Storage will provide at this property.

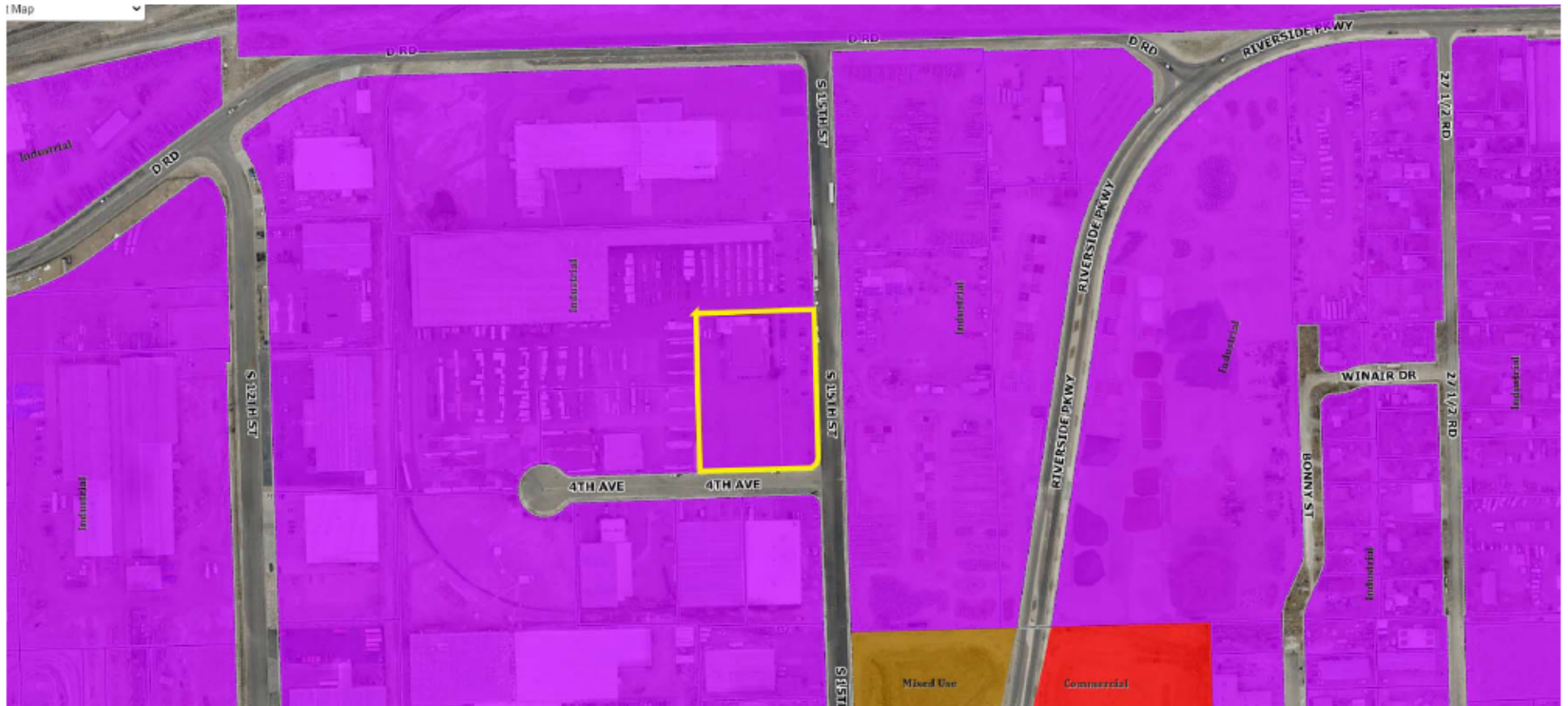
- F. Development Schedule and Phasing - Our first priority is the Simple Subdivision and, once complete, the Rezone and Change of Use will be the second goal. As soon as the City of Grand Junction approves the Simple Subdivision of this property into two lots, work will commence on Lot Two to bring electrical power to the gates and lighting. From there, construction will also commence on the fence and gates. Work will be done to repave and paint the lot and spaces. The property will be ready to open to the public once the infrastructure is complete. Our goal is for this to be done by early 2021. Once the Rezone and Change of Use are complete, construction of the care-taker's apartment will commence. Our goal is to have the business and care-taker's apartment completed and up and running early in 2021.



# Location Map

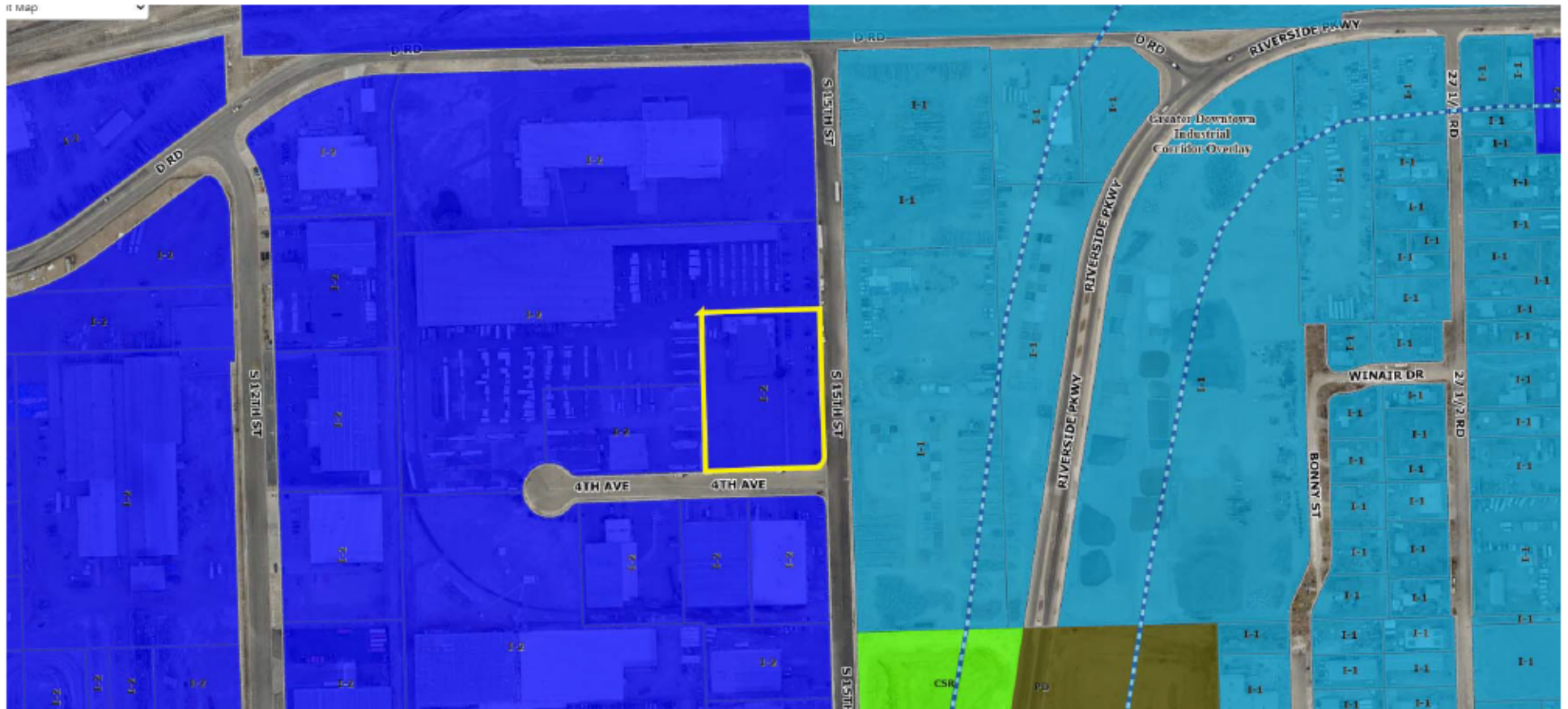


# Future Land Use Map





# Zoning Map





## Street View and Photo





**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE REZONING PROPERTY  
FROM I-2 (GENERAL INDUSTRIAL)  
TO I-1 (LIGHT INDUSTRIAL)**

**LOCATED AT 711 SOUTH 15<sup>TH</sup> STREET**

**Recitals:**

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of zoning 711 S 15<sup>th</sup> Street to the I-1 (Light Industrial) zone district, finding that it conforms to and is consistent with the Future Land Use Map designation of Industrial of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the I-1 (Light Industrial) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:**

The following properties shall be zoned I-1 (Light Industrial):

LOT 2 BOISE CASCADE RESUBDIVISION SEC 24 1S 1W

Introduced on first reading this \_\_\_\_ day of March, 2021 and ordered published in pamphlet form.

Adopted on second reading this \_\_\_\_ day of March, 2021 and ordered published in pamphlet form.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

[Agenda item can be viewed online here at 34:29](#)

Consider a request by ABBA Enterprises LLC to rezone 2.15 acres from an I-2 (General Industrial) to an I-1 (Light Industrial) zone district.

**Staff Presentation**

Senta Costello, Associate Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

None.

**Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, February 16, 2021 via [www.GJSpeaks.org](http://www.GJSpeaks.org).

None.

The public hearing was closed at 6:03 p.m. on February 23, 2021.

**Questions for Applicant or Staff**

None.

**Discussion**

None.

**Motion and Vote**

Commissioner Susuras made the following motion, "Mr. Chairman, on the Rezone for the property located at 711 S 15th Street, City file number RZN-2020-568, I move that the Planning Commission forward a recommendation of approval to City Council with the findings of fact as listed in the staff report."

Commissioner Scissors seconded the motion. The motion carried 6-0.





## Grand Junction City Council

### Regular Session

Item #7.a.

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**Meeting Date:** March 17, 2021

**Presented By:** Ken Sherbenou, Parks and Recreation Director

**Department:** Parks and Recreation

**Submitted By:** Ken Sherbenou, Parks and Recreation Director

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### **Information**

#### **SUBJECT:**

Request for 2021 Fireworks Displays at Suplizio Field

#### **RECOMMENDATION:**

Consider a motion to approve nine public fireworks displays at Suplizio Field for the 2021 baseball season as presented.

#### **EXECUTIVE SUMMARY:**

To be held in conjunction with baseball games and events at Suplizio, fireworks displays are being requested on behalf of Colorado Mesa University, JUCO, Grand Junction Rockies and the City of Grand Junction. 2021 dates include a total of nine shows: a CMU baseball game, JUCO (on Memorial Day), Independence Day and six Friday evening Rockies Games. Staff requests City Council consider a motion to approve or deny the request to hold these nine shows this spring and summer.

#### **BACKGROUND OR DETAILED INFORMATION:**

Lincoln Park Stadium has typically hosted about 10 firework shows each summer. For 2021, nine fireworks shows are proposed. The Rockies have the large majority of planned displays, with six of the nine being on Friday evenings after a GJ Rockies game. Mick Ritter, President of the Grand Junction Rockies, will be present and available for questions at the March 17th Council meeting.

Game start times for the Rockies have historically been at 6:40 P.M. on those Friday evenings. Given the concern about disruption to the neighborhood, Friday night games will now start at 6:05 P.M. This will enable the Rockies to have an estimated and likely

display time of 9:30 P.M. In a further effort to minimize noise impacts for most shows, shell sizes will be limited to 2" in size, loud exploding shells will be limited and shows should be complete by 10:30 P.M. If approved, a direct mailing will be sent to all adjacent neighbors highlighting the dates of the shows this season as well as a post on social media with the fireworks show dates.

All shows at Lincoln Park require a coordinated effort including the event organizer, City staff from Parks, General Services, Fire, Police, and Traffic. Depending on the size of the show, fireworks are staged east of the field from either the practice field or the golf course driving range. Weather conditions are monitored closely with final approval being granted each night by the Grand Junction Fire Department.

The proposed schedule for 2021 is as follows:

Friday, April 9 (CMU)  
Monday, May 31 (JUCO)  
Friday, June 11 (Rockies)  
Friday, June 25 (Rockies)  
Sunday, July 4 (City of GJ, Rockies)  
Friday, July 9 (Rockies)  
Friday, July 23 (Rockies)  
Friday, August 6 (Rockies)  
Friday, August 20 (Rockies)

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (approve/deny) the request to host nine public fireworks displays at Lincoln Park Stadium as presented by Colorado Mesa University, Grand Junction Baseball (JUCO), Grand Junction Rockies, and the City of Grand Junction.

**Attachments**

None