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**CITY COUNCIL AGENDA  
WEDNESDAY, NOVEMBER 17, 2021  
250 NORTH 5<sup>TH</sup> STREET – CITY HALL AUDITORIUM  
[VIRTUAL MEETING - LIVE STREAMED](#)  
BROADCAST ON CABLE CHANNEL 191  
5:30 PM – REGULAR MEETING**

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

**Proclamations**

Proclaiming November 27, 2021 as Small Business Saturday in the City of Grand Junction

Proclaiming December 7, 2021 as Grand Valley Gives Day in the City of Grand Junction

**Appointments**

To the Planning Commission/Zoning Board of Appeals

To the Forestry Board

To the Historic Preservation Board

**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 four options for providing Citizen Comments: 1) in person during the meeting, 2) Virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, November 17, 2021 or 4) submitting comments [online](#) until noon on Wednesday, November 17, 2021 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.*

**City Manager Report**

**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. Summary of the November 1, 2021 Workshop
- b. Minutes of the November 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. Quasi-judicial
  - i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Church on the Rock North Annexation of 4.91 Acres, Located at 566 Rio Hondo Road, and Setting a Hearing for January 5, 2022
  - ii. Introduction of an Ordinance for Zoning Approximately 14.09 Acres from County RSF-4 (Residential Single Family – 4 du/ac) to CSR (Community Services and Recreation) and 8 Acres from County RSF-4 (Residential Single Family – 4 du/ac) to R-4 (Residential – 4 du/ac for the Cross Orchards Annexation, Located at 3073 and 3075 Patterson Road, and 2943-091-30-004, a Parcel with No Physical Address, and Setting a Public Hearing for December 1, 2021

**3. Contracts**

- a. Authorizing the Guaranteed Maximum Price for the Lincoln Park Stadium Renovation Project



- b. Intergovernmental Agreement between the City and Downtown Development Authority (DDA) Renewing a Line of Credit for Financing DDA Projects and Programs

#### **4. Resolutions**

- a. A Resolution Renaming G 1/8 Road to Woody Creek Drive within Aspen Leaf Estates and the Proposed Liberty Ranch Subdivision
- b. A Resolution Clarifying Resolution Nos. 19-18 and 39-20 Affirming the Approval of the Service Plan for the Lowell Village Metropolitan District

### **REGULAR AGENDA**

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

#### **5. Public Hearings**

- a. Quasi-judicial
  - i. An Ordinance Rezoning 8.84 Acres from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac), Located at NW Corner of 26 Road and I-70 Frontage Road
  - ii. An Ordinance Accepting Fernwood Court in the Knolls Subdivision as a Public Street
  - iii. An Ordinance Regarding the Zip Line from Eagle Rim to Las Colonias, a Lease and Agreement and Second Amendment to Cooperative Agreement

#### **6. 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.*

#### **7. Other Business**

#### **8. Executive Session - City Hall Administration Conference Room**

- a. EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT

TO C.R.S. SECTIONS 24-6-402(4)(e)(I) AND/OR 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A POSSIBLE PURCHASE, ACQUISITION, TRANSFER OR PARTICIPATION IN OR RELATED TO AN INTEREST(S) IN REAL PROPERTY LOCATED AT 1675 LAS COLONIAS DRIVE, GRAND JUNCTION, COLORADO

b. Motion for Executive Session

**9. Conclusion of Executive Session and Adjournment of November 17, 2021 City Council Meeting - City Hall Administration Conference Room**

*City Council will return to Open Session to conclude the Executive Session; the City Council will not be returning to Open Session in the City Council chambers. Adjournment of the November 17, 2021 City Council meeting will occur in the City Hall Administration Conference Room.*



*City of Grand Junction, State of Colorado*

# Proclamation

- Whereas,** the government of Grand Junction, Colorado celebrates our local small businesses and their contributions to our local economy and community; according to the U.S. Small Business Administration, there are currently 30.2 million small businesses in the U.S., representing more than 99.7% of businesses with employees in the U.S. and are responsible for 65.9% of net new jobs created from 2000 to 2017; and
- Whereas,** there are over 1,558 times more small businesses than large businesses in the U.S. and they employ 47.5% of the workforce; and
- Whereas,** 90% of U.S. consumers say Small Business Saturday has a positive impact on their community; and
- Whereas,** 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and
- Whereas,** the average Small Business Saturday shopper spent \$137.50 in 2016; and
- Whereas,** every dollar spent at an independent retailer returns three times more money to the local economy than shopping at a chain store; and
- Whereas,** the City of Grand Junction, Colorado supports our local businesses that create jobs, boost our local economy and preserve our communities; and
- Whereas,** organizations such as the Downtown Grand Junction Partnership and the Grand Junction Chamber of Commerce as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE,** I, C.B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 27, 2021 as

## *"Small Business Saturday"*

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

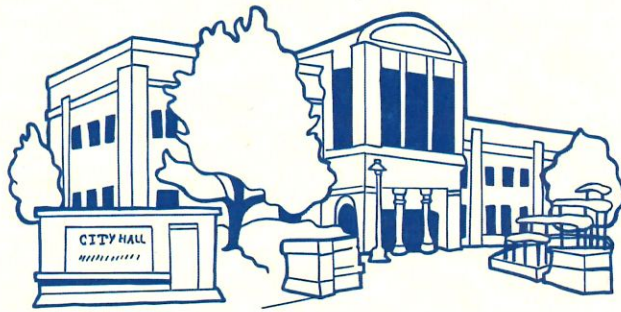
IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 17<sup>th</sup> day of November, 2021.



A handwritten signature in black ink that reads "C.B. McDaniel".

Mayor





*City of Grand Junction, State of Colorado*

# Proclamation

**Whereas,** the Grand Valley Gives Collaboration was formed in 2012 on the western slope out of a recognized need to increase awareness and the benefit of giving back to the community where you live, in conjunction with the statewide movement titled “Colorado Gives Day;” and

**Whereas,** this local collaboration seeks to raise awareness for all nonprofits in the Grand Valley community, thereby increasing local philanthropy; and

**Whereas,** as part of the statewide movement of Colorado Gives Day, which is scheduled to take place on Tuesday, December 7, 2021, 44 agencies are participating in Grand Valley Gives will work together to raise over \$325,000 right here in the Grand Valley; and

**Whereas,** this collaboration believes in the importance of nonprofit agencies working together to enhance giving in our community to ensure that our local nonprofits can continue to provide the services that are so important to Grand Valley citizens; and

**Whereas,** this collaboration strives to draw attention back to the local nonprofit community and the wide array of causes in the Grand Valley; and

**Whereas,** with the benefit of the \$1 million incentive fund offered by Community First Foundation and FirstBank as part of Colorado Gives Day, every non-profit that is part of Grand Valley Gives will receive a portion of the incentive fund, increasing the value of every donation.

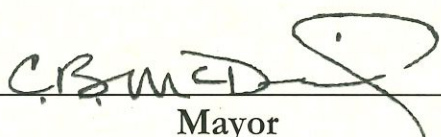
**NOW, THEREFORE,** I, C.B. McDaniel, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim December 7, 2021 as

## *“Grand Valley Gives Day”*

in the City of Grand Junction and encourage all residents to donate to their favorite local non-profit organizations through the Colorado Gives Day website at [www.coloradogives.org](http://www.coloradogives.org) on this day, to increase their donation through the \$1 million incentive fund.

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 November, 2021.



  
\_\_\_\_\_  
Mayor



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** November 17, 2021  
**Presented By:** Wanda Winkelmann, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the Planning Commission/Zoning Board of Appeals

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the Planning Commission/Zoning Board of Appeals.

**EXECUTIVE SUMMARY:**

There are three full-term vacancies on the Planning Commission and two full-term vacancies on the Zoning Board of Appeals.

**BACKGROUND OR DETAILED INFORMATION:**

Christian Reece, Andrew Teske, Kenneth Scissors, and Shanon Secrest have terms expiring October 31, 2021. The 2nd Alternate position is vacant due to Sandra Weckerly moving to the Planning Commission to fill Sam Susuras's vacated position.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I move to (appoint/not appoint) the interview committee's recommendations to the Planning Commission/Zoning Board of Appeals.

**Attachments**

None





**Grand Junction City Council**

**Regular Session**

**Item #**

---

**Meeting Date:** November 17, 2021  
**Presented By:** Wanda Winkelmann, City Clerk  
**Department:** City Clerk  
**Submitted By:** Kerry Graves

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**Information**

**SUBJECT:**

To the Forestry Board

**RECOMMENDATION:**

To appoint the interview committee's recommendation to the Forestry Board.

**EXECUTIVE SUMMARY:**

There are five full-term vacancies on the Forestry Board.

**BACKGROUND OR DETAILED INFORMATION:**

Paul Morency, Susan Carter, Tom Ziola, Mollie Higginbotham, and A. Vince Urbina have terms expiring on November 30, 2021.

**FISCAL IMPACT:**

N/A.

**SUGGESTED MOTION:**

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

**Attachments**

None



**Grand Junction City Council**

**Regular Session**

**Item #**

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**Meeting Date:** November 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 recommendation to the Historic Preservation Board.

**EXECUTIVE SUMMARY:**

There are two full-term vacancies on the Historic Preservation Board.

**BACKGROUND OR DETAILED INFORMATION:**

Greg Gnesios and Jody Motz have terms expiring December 31, 2021. Applications were received from Darrell Manroe, Rhonda Steele, Sidney Wood, Steve Schulte, Sheree Fukai, Jimmie Phillips, and Dave Fishell.

**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 WORKSHOP SUMMARY**  
**November 1, 2021**

**Meeting Convened:** 5:30 p.m. Meeting held in person at the Grand Junction City Hall, 250 North 5<sup>th</sup> Street, and live streamed via GoToWebinar.

**Meeting Adjourned:** 8:24 p.m.

**City Councilmembers present:** Councilmembers Abe Herman, Phil Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Mayor Chuck McDaniel.

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Finance Director Jodi Welch, Deputy Finance Director Scott Rust, General Services Director Jay Valentine, Parks and Recreation Director Ken Sherbenou, Deputy Police Chief Mike Nordine, Senior Assistant to the City Manager Greg LeBlanc, City Clerk Wanda Winkelmann, and Deputy City Clerk Janet Harrell.

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Mayor McDaniel called the meeting to order.

**Agenda Topic 1. Discussion Topics**

**a. Cannabis Regulations**

Referred measures 2A and 2B were passed on April 6, 2021 in the municipal election, providing Council an opportunity to consider establishing tax rates and regulations for cannabis businesses. The focus of tonight's discussion is intended to provide possible criteria for entry into (sufficiency criteria), and weighting within (merit-based/policy priorities), the lottery.

Community Development Director Allen reviewed the direction that had been given in the past regarding zoning, buffering, the recommendations from the Downtown Development Authority and the Horizon Drive Business Improvement District, the sales tax rate, and the cap of ten stores.

Ms. Allen noted the staff report contains suggested criteria for selecting applications that fall into the categories of "sufficient" (tax compliance, violations and enforcement actions, and complaint resolution) and "policy priorities" (living wage, community benefit, sustainable business practices).

The following individuals provided comments virtually:

Cindy Sovine noted that the criteria is coming together and believes in a full merit based system.

Lauren Maytin supports local ownership and a full merit based approach to selecting applicants.

Renee Grossman likes the sufficiency criteria and recommends the allowance of only one application per ownership group.

Rob Holmes owns six stores and proposed the selection of operators through an auction.

Samantha Walsh advocated for a non-profit ownership model.

The following individuals provided in-person comments:

Mike Foster recommends turning to the licensing process in other communities as models to follow in Grand Junction and supports an auction for licenses.

Jeremy Bonin owns several stores and noted that an owner's involvement in the community is very important.

Daniel Sullivan is the owner of several stores and noted that the majority of criteria listed are relevant.

Michael Cardile supports a merit based system and asks for consideration of local ownership.

Cole Caldwell noted his concern with merit based systems used in other parts of the state.

Stan Zislis stated that the process should be merit based and other cities have done it successfully.

Shannon Fender is the Director of Public Affairs for Native Roots and recommended expanding the concept of a living wage to include best employment practices of providing paid time off, retirement plans, and healthcare.

Kate Ramsay recommended local ownership and supports a merit based approach.

Dan Ramsay has worked with hemp operators and suggested a criteria of one application per operator with emphasis placed on local operators.

Nic Easley supports giving veterans an opportunity to be business owners and would like to see a third party review process.

Oliver Spees likes a merit based approach and prohibiting sales or transfers of licensing for at least two years.

Allana Spees supports merit based lottery, minority ownership, and promoting women.

Truman Bradley is the Executive Director of the marijuana industry group and submitted proposed guidelines.

Discussion ensued about State tax payments, code compliance, sufficiency criteria, general business experience, business plans, enforcement, audits, and contract employees.

A break was called at 7:35 p.m. The meeting resumed at 7:48 p.m.

Council supported the following items to be included in the “sufficiency” criteria: tax compliance in Mesa County and other jurisdictions, violations and enforcement actions, complaint resolution, business plan, and general business experience.

The “policy priorities” criteria will be discussed at a future workshop. It was requested that staff provide models from other communities for Council’s consideration.

**b. Discussion of a Resolution Authorizing a Memorandum of Understanding Between the Colorado Attorney General and the City of Grand Junction for Distribution of Opioid Settlement Funds and Associated Forms to Initiate Settlements**

The Colorado Attorney General’s Office has been leading settlement discussions with defendants who engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of opioids, resulting in an opioid epidemic. To finalize the settlement terms, the Attorney General’s Office must determine the parties who will be included in the settlement. This will include the State of Colorado and participating local governments. In order for the City of Grand Junction to be included in the settlement process, the City must sign a Memorandum of Understanding (MOU) stating the City’s intention to be a party to the settlement.

City Attorney Shaver provided a brief overview about whether the City of Grand Junction should participate in the settlement process. Should the Council decide to participate in the process, a resolution will be brought forward to a future Council meeting. If approved, the City will be an active participant in the settlement process and will be able to fully utilize local and regional resources made available as a result of the settlements to address the associated harmful impacts of the opioid epidemic.

Discussion ensued regarding the services that will be provided to treat the opioid use disorder. The draft resolution in the packet materials authorizes the signing of the MOU and designates a person to participate in the Mesa County process.

Support was expressed to have City Manager Caton serve as a voting member. It was noted that Chief Shoemaker is on board. It was requested that staff provide a summary memo after the initial meeting.

**Agenda Topic 2. City Council Communication**

Councilmember Taggart asked about email communications and replying to all. It was requested that Council just reply to the sender of the email (typically the City Manager or City Attorney).

**Agenda Topic 3. Next Workshop Topics**

City Manager Caton stated the topics for the November 15 workshop include:

- ITC Presentation on Broadband
- Community Center Survey
- 4th and 5th Street Discussion
- Redistricting

**Agenda Topic 4. Other Business**

Mayor McDaniel stated that Karis didn't use the CDBG/CV-3 funds awarded to them for quarantining and housing individuals who are homeless and had asked to use the funds to purchase a house. Mayor McDaniel recommended reallocating the funds to Catholic Outreach. Support was expressed to have staff move forward with the paperwork to make this change.

Councilmember Stout invited everyone to participate in the Sister City Event on Saturday.

**Adjournment**

The workshop adjourned at 8:24 p.m.

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

**November 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 November 2021 at 5:30 p.m. Those present were Councilmembers Abe Herman, Phillip Pe'a, Randall Reitz, Dennis Simpson, Anna Stout, Rick Taggart, and Council President Chuck McDaniel.

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

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

**Proclamations**

**Proclaiming November 8 - 12, 2021 as Law Enforcement Records Personnel Week in the City of Grand Junction**

Councilmember Stout read the proclamation and Grand Junction Police Department Deputy Chief Mike Nordine and Records Supervisor Theresa Jaramillo accepted the proclamation.

**Proclaiming November 11, 2021 as A Salute to All Veterans 2021 in the City of Grand Junction**

Councilmember Pe'a read the proclamation and the President of the Veterans Committee of the Western Slope, Lieutenant Colonel Rick Peterson, United States Air Force (retired), accepted it.

**Citizen Comments**

Jeffrey Smith thanked Council and staff for supporting pickleball by installing and updating City courts and spoke about how the Western Slope Pickleball Group supports the sport and the community.

**City Manager Report**

City Manager Greg Caton did not have a report.

**Council Reports**

Councilmember Pe'a thanked Councilmember Reitz for suggesting a subject matter expert, Colorado State Forest Service Supervisory Forester Kamie Long, be brought in for the Forestry Board interviews as it was beneficial and educational.

Councilmember Herman said he attended the second round of Grand Junction Economic Partners Executive Director interviews, and an offer was extended. He also attended the Homeless Coalition meeting where he announced two housing positions have been added to the City’s 2022 budget and expressed his excitement that the community supported the Grand Junction High School bond measure.

Councilmember Stout attended the Business Incubator Center (BIC) and Riverview Technology Corp. meetings and noted the BIC will reopen their Chief Executive Officer search. She then invited the community to the annual El Espino Sister City Celebration on November 6<sup>th</sup> from 6 – 9 p.m. at the Art Center.

Council President McDaniel attended the Grand Junction Housing Authority Board meeting and noted the Chief Financial Officer position is still open.

**CONSENT AGENDA**

Councilmember Simpson requested Consent item 3.a. be moved to the Regular Agenda.

Councilmember Stout moved to adopt Consent Agenda items #1 - #4 excluding item 3.a. Councilmember Herman seconded the motion. Motion carried by unanimous voice vote.

**1. Approval of Minutes**

- a. Summary of the October 18, 2021 Workshop
- b. Minutes of the October 20, 2021 Regular Meeting

**2. Set Public Hearings**

- a. Quasi-judicial
  - i. Introduction of an Ordinance to Rezone 8.84 Acres from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac), Located at NW Corner of 26 Road and I-70 Frontage Road and Setting a Public Hearing for November 17, 2021
  - ii. Introduction of an Ordinance Accepting Fernwood Court in the Knolls Subdivision as a Public Street and Setting a Public Hearing for November 17, 2021
  - iii. Introduction of an Ordinance Regarding the Zip Line at Las Colonias Lease Agreement and Second Amendment to Cooperative Agreement and Setting a Public Hearing for November 17, 2021

### 3. Contracts

- a. I-70 / 29 Road Interchange Memorandum of Understanding Between the City of Grand Junction and Mesa County – Moved to Regular Agenda
- b. Contract for Persigo Wastewater Treatment Plant Electrical Improvements
- c. Solar Land Lease Agreement with Pivot Energy, LLC

### 4. Resolutions

- a. A Resolution Authorizing a Memorandum of Understanding Between the Colorado Attorney General and the City of Grand Junction for Distribution of Opioid Settlement Funds and Associated Forms to Initiate Settlements

## **REGULAR AGENDA**

### **Introducing the Appropriation Ordinance for the 2022 Budget, Presentation, First Public Hearing and Set a Second Public Hearing for December 1, 2021**

The budget for the City of Grand Junction is the highest expression of the City Council's policies and decision making; it articulates the initiatives, investment, and services provided by and through elected officials and staff. The budget represents the allocation of resources to achieve the priorities identified in the City Council's Strategic Plan and the Comprehensive Plan.

The 2022 Recommended Budget is \$237,543,790 (\$237.5 million), a \$24.5 million, or 11.5% increase from the 2021 Adopted Budget. This is due to an increase in labor through new positions and competitive wage increases, fleet and technology spending needed to support departments' service delivery to the community as well as funds for housing, sustainability, and non-profit funding. The 2022 Recommended Budget is not only balanced, but the General Fund has a surplus of \$431,784. The projected 2022 ending General Fund balance is \$32.5 million which includes \$2.7 million in restricted funds and \$21.9 million in minimum reserve.

The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses. The 2022 Recommended Budget has been discussed with City Council during two main budget workshops on October 4<sup>th</sup> and October 18<sup>th</sup>. Economic development funding discussions occurred in both the August 30<sup>th</sup> and the October 18<sup>th</sup> workshops. Staff incorporated changes to the recommended budget as directed by Council during the workshops, including adding an additional position dedicated to housing in the Community Development Department as well as adding a program to support treatment of Ash Trees on private property. Staff also have previously provided additional follow-up information as requested by Council regarding the ambulance service at Fire Station No. 5, water rates, and position listing by Department, as well as in this report follow-up information on Cannabis Tax

revenue projections and the Insurance Internal Service Fund.

City Manager Caton presented the City's 2022 Recommended Budget.

The public hearing opened at 6:42 p.m.

There were no public comments.

The public hearing closed at 6:42 p.m.

Discussion included that the Recommended Budget is balanced and at this time is a draft document, capital project expenses are accounted for in various fund balances noted within the budget funds, the City's Government Finance Officers Association (GFOA) Award is based on the Council approved budget and is in a more detailed but easier to understand format (includes FTE's (full time equivalents), pay rates on top City positions and reflects Council budget changes), why the budget format presented to Council is not the same as that submitted to GFOA (draft versus Council adopted), the Self Insurance Fund includes health insurance premium costs for both current and retired City employees (although Retiree Health premiums are included here, it is accounted for separately), if the Self Insurance Fund expense line items, "budget savings" and "contingency" should remain in the budget since they do not specify what expenses they will cover (due to the volatility of insurance rates these fund balances are reserved for possible rate increases that may be higher than the City Manager's discretionary authorization), 2022 City employee health insurance premiums did not increase, that copies of the GFOA budget documents be provided to Council, that in future budgets there be a separate Housing Fund and that a correction will be made to the ordinance for the second hearing.

City Council took a break at 6:48 p.m.

The meeting resumed at 7:00 p.m.

Council President McDaniel requested Councilmember Simpson submit the rest of his questions to staff in writing for the benefit of all Councilmembers.

Councilmember Taggart moved to introduce the proposed ordinance together with the documentation of the proposed revenue and expenses prepared in support of the budget and ordinance, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado, pursuant to Article VII of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2022 and ending December 31, 2022, set a public hearing for December 1, 2021 and ordered publication in pamphlet form. Councilmember Stout seconded the motion. Motion carried by roll call vote with Councilmember Simpson voting no.



**An Ordinance 1) Amending the Comprehensive Plan from Residential Medium to Commercial; and 2) Rezoning 0.276 Acres from R-5 (Residential 5 du/ac) to C-1 (Light Commercial), Located at 2894 Presley Avenue**

Applicant Darin Carei requested a Comprehensive Plan Amendment from Residential Medium (5.5 – 12 du/ac) to Commercial and a rezone of one parcel totaling approximately 0.276 acres located at 2894 Presley Avenue, more particularly described as Lot 1, Block 1 of the Graff Meadows Filing One subdivision, from R-5 (Residential 5 du/ac) to C-1 (Light Commercial). The requested C-1 (Light Commercial) zone district would be consistent with the Comprehensive Plan Land Use Map designation of Commercial.

Associate Planner Senta Costello presented this item.

Discussion included thanks to the owner for prioritizing community traffic circulation over profit by pursuing this rezone rather than selling the property.

The public hearing opened at 7:32 p.m.

There were no public comments.

The public hearing closed at 7:32 p.m.

Councilmember Stout moved to adopt Ordinance No. 5038, an ordinance amending the City of Grand Junction Comprehensive Plan Land Use Map from Residential Medium (5.5 - 16 du/ac) to Commercial and rezoning from R-5 (Residential 5 du/ac) to C-1 (Light Commercial) zone district for the property located at 2894 Presley Avenue on 0.267 acres on final passage and ordered final publication in pamphlet form. Councilmember Reitz seconded the motion. Motion carried by unanimous roll call vote.

**I-70 / 29 Road Interchange Memorandum of Understanding Between the City of Grand Junction and Mesa County – moved from Consent Agenda**

The proposed memorandum defines the partnership between Mesa County and the City of Grand Junction regarding an environmental study for a proposed interchange on I-70 at 29 Road.

Councilmember Simpson asked if this agreement is a multi-year commitment.

City Attorney Shaver explained the agreement is only a statement of intention and does not constitute an appropriation and therefore is not subject to TABOR (Taxpayer Bill of Rights).

Councilmember Simpson moved to approve the request for the Mayor to sign the attached Memorandum of Understanding with Mesa County for an environmental study for a proposed interchange at I-70 and 29 Road. Councilmember Pe'a seconded the motion. Motion carried by unanimous voice vote.

**Non-Scheduled Citizens & Visitors**

There were none.

**Other Business**

There was none.

**Adjournment**

The meeting adjourned at 7:40 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:** November 17, 2021  
**Presented By:** David Thornton, Principal Planner  
**Department:** Community Development  
**Submitted By:** David Thornton, Principal Planner

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### **Information**

#### **SUBJECT:**

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the Church on the Rock North Annexation of 4.91 Acres, Located at 566 Rio Hondo Road, and Setting a Hearing for January 5, 2022

#### **RECOMMENDATION:**

Staff recommends approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, Church on the Rock, Inc. is requesting annexation of approximately 4.79 acres consisting of 1 parcel of land and located at 566 Rio Hondo Road. The subject property includes an existing single-family home and a few outbuildings. The Church on the Rock church building is located on the adjacent parcel at 2170 Broadway, already in the city limits. There is 0.12 acres of Rio Hondo Road right-of-way in the annexation for a total annexation area of 4.91 acres.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits in anticipation of future residential subdivision development for the 4.79-acre parcel. The request for zoning will be considered separately by City Council, but will be heard concurrently with the annexation request. The hearing is scheduled to take place on January 5, 2022.

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

##### **Annexation Request**

The Applicant, Church on the Rock, Inc. is requesting annexation of approximately 4.91 acres consisting of one parcel of land located at 566 Rio Hondo Road. The subject property has an existing home and a few outbuildings, some of which are utilized by the Church which is located on the property adjacent to the south. The subject property is planned for residential development. There is 0.12 acres of Rio Hondo Road right-of-way in the annexation.

The property is Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits in anticipation of future residential subdivision development. The Applicant is requesting a zone district of R-8 (Residential – 8 du/ac), the same zoning the Church owned property adjacent to the south is currently zoned, which is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan. Current Mesa County zoning is RSF-4. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – November 17, 2021.
- Planning Commission considers Comprehensive Plan Amendment and Zone of Annexation – December 14, 2021.
- Introduction of a Proposed Ordinance on Zoning by City Council – December 15, 2021.
- Acceptance of Petition and Public Hearing on Annexation, and Comprehensive Plan Amendment and Zoning by City Council – January 5, 2022.
- Effective date of Annexation, Comprehensive Plan Amendment and Zoning – February 6, 2022.

### **Annexation Analysis**

The property is currently adjacent to existing city limits to the west and south. The necessary one sixth contiguity requirements of State Statutes for annexation is being met. The property owner has signed a petition for annexation.

Staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Church on the Rock North Annexation is eligible to be annexed because of compliance with the following:

a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described. The petition has been signed by the owners of all properties or 100% of the owners and includes 100% of the property described excluding right-of-way.

b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. The Church on the Rock North Annexation has just under 35% of the perimeter of the annexation contiguous with the existing City limits, meeting the

1/6 contiguity requirements for annexation.

c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit, and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.

d) The area is or will be urbanized in the near future. The property owner, Church on the Rock, Inc. is currently preparing for the development of residential housing at R-8 urban densities.

e) The area is capable of being integrated with the City. The proposed annexation area is adjacent to the city limits on the west and south sides and will be required at the time of development to interconnect with existing urban services. Utilities and City services are available and currently serve the existing urban area near this site.

f) No land held in identical ownership is being divided by the proposed annexation. The entire property owned by the applicants is being annexed.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioners have granted consent to the City to annex the property.

Please note that the annexation petition was prepared by the City.

### **FISCAL IMPACT:**

As the property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every \$1,000,000 of actual value, City property tax revenue on residential property at the current assessment rate would be approximately \$620 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

### **Fiscal Impacts by City Department.**

#### Public Works

This annexation includes 106 linear feet of Rio Hondo Road encompassing approximately 2,330 SF of asphalt. The 22-foot-wide street does not presently have any curb, gutter, and sidewalk. The street would be included in a chip seal proposed in 2022. Chip Seals are proposed at 6-10 year increments at approximately \$650 each. There are no street lights that will be added to the system. Storm drain maintenance and street sweeping are estimated at less than \$50/year.

#### Utilities

Water and sewer services are available to this property. The property is within the Ute Water District service area. The property is within the Persigo 201 Sewer Service Area and is currently served by sewer. If the 4-acre property is sold for residential development, with a FLU of 5.5 to 8 du/ac, there would be 22 and 32 dwelling units. The existing 8-inch sewer has capacity to serve this development and the Persigo wastewater treatment plant has capacity to accommodate this development. The property would be assessed the current plant investment fee (PIF) to pay the equivalent share of costs for the existing wastewater treatment plant and infrastructure.

#### Fire Department

This property is in the Grand Junction Rural Fire Protection District and Redlands Sub-District, both served by the Grand Junction Fire Department through an intergovernmental agreement between the City and the rural fire district. The district collects mill levies of 7.6010 and 3.2460 generating a total of \$379 per year in property taxes that are then passed on to the City of Grand Junction per the agreement. If annexed, the property will be excluded from the rural fire district and the sub-district and the City's 8 mills will generate \$280 per year (prior to development) and between \$5,200 and \$7,500 per year after estimated planned development depending upon the number of units constructed, cost of construction, and residential assessment rates. Property taxes will need to pay for not only fire and emergency medical services, but also other City services provided to the area. City services are supported by a combination of property taxes and sales/use taxes. Primary fire and EMS response to this area is from Fire Station 5 at 2155 Broadway. With an estimated build out of 22-32 residential dwelling units, Fire Station 5 has the capacity to handle the increase in calls and meets National Fire Protection Association Standards for response time to this area.

#### **SUGGESTED MOTION:**

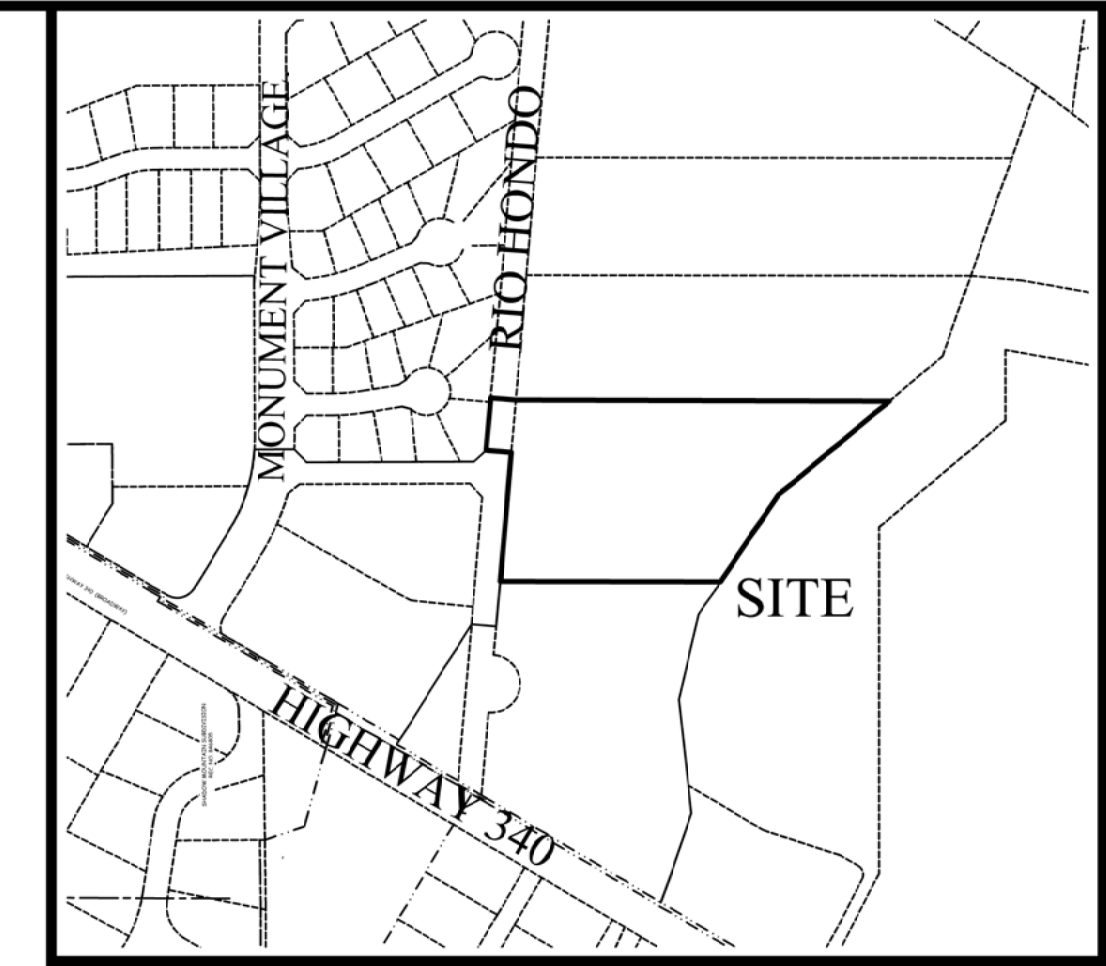
I move to (adopt/deny) Resolution No. 91-21, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over the Church on the Rock North Annexation, approximately 4.91 acres, located at 566 Rio Hondo Road, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, Church on the Rock North Annexation, approximately 4.91 acres, located at 566 Rio Hondo Road, and set a public hearing for January 5, 2022.

#### **Attachments**

1. Church on the Rock North Annex Map
2. Maps and Site Photo
3. Annexation Schedule - Table - Church on the Rock North Annexation
4. Resolution - Referral of Petition -Church on the Rock North Annexation
5. Church on the Rock North Annexation Ordinance

# CHURCH ON THE ROCK NORTH

LYING IN LOT 2 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

## DESCRIPTION

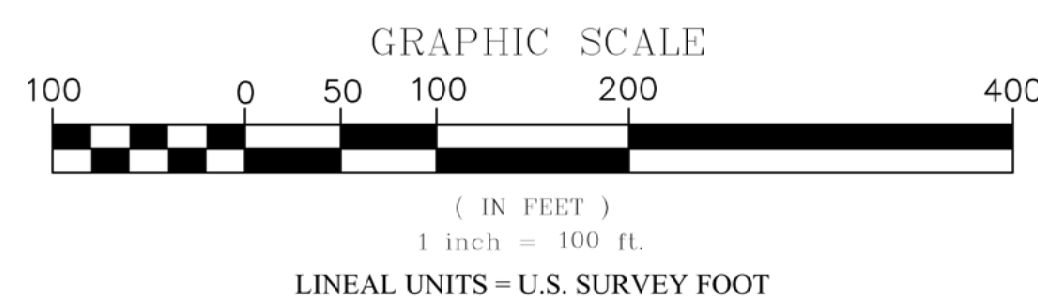
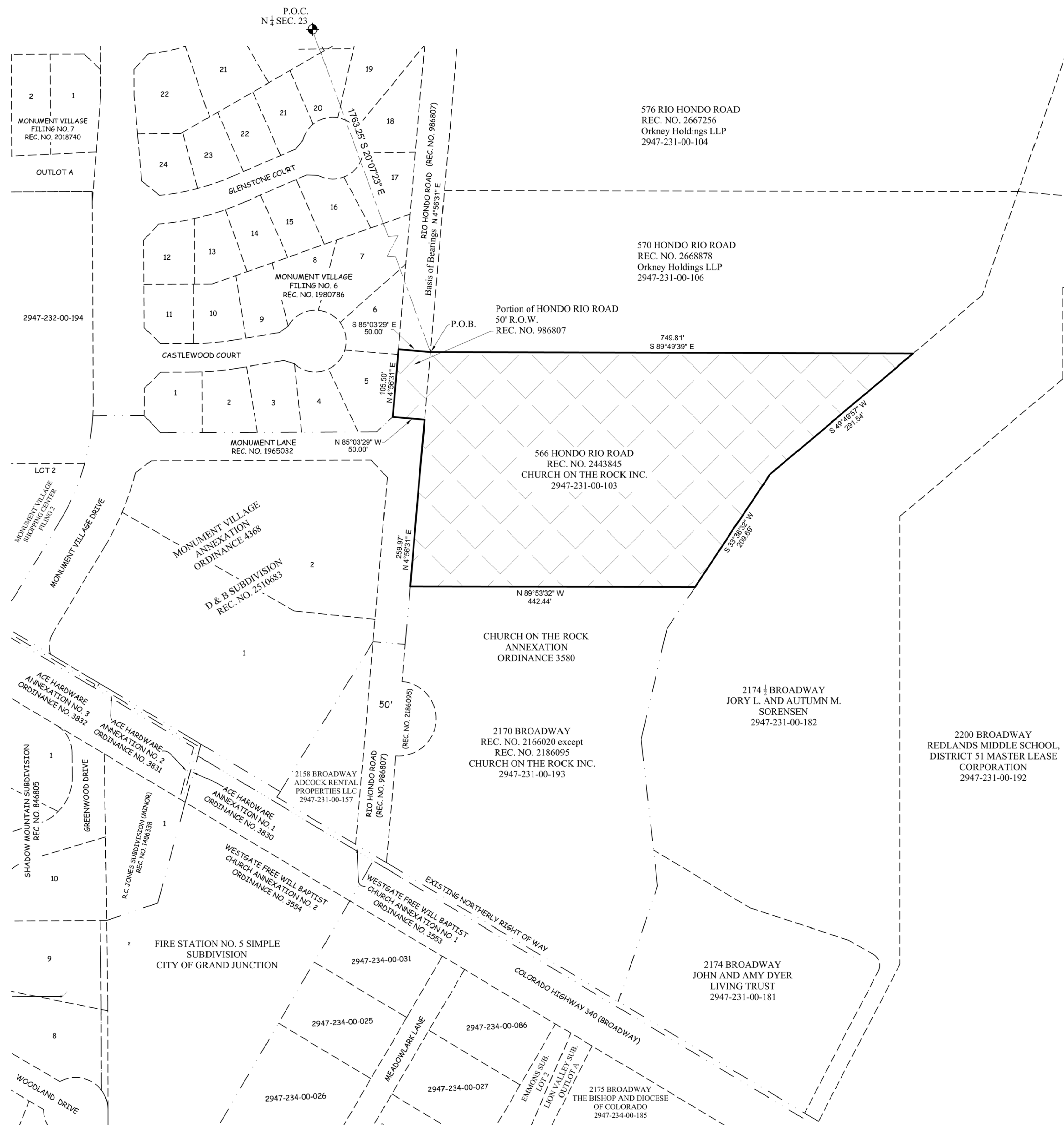
A parcel of land lying in Lot 2 of Section 23 Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado, being a portion of that Right-of-Way (R.O.W.) described in a deed filed under Reception Number 986807 said R.O.W. also known as Rio Hondo Road and that parcel of land described in a deed filed under Reception Number 2443845 and being more particularly described as follows:

COMMENCING at the North 1/4 Corner of said Section 23; thence S20°07'23"E a distance of 1763.25 feet to the Northwest corner of said Reception Number 2443845 being the POINT OF BEGINNING and being a point on the east line of said Rio Hondo Road said east line have a bearing of N04°56'31"E with all other bearings being relative hereon; thence S89°49'39"E a distance of 749.81 feet; thence S49°49'57"W a distance of 291.54 feet; thence S33°36'32"W a distance of 209.69 feet to a point on the boundary of CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580; thence N89°53'32"W along the CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580 boundary said a distance of 442.44 feet to a point on said east line Rio Hondo Road being a point on the boundary of MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368; thence along the boundary of said MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368 for the following two (2) courses: 1) N4°56'31"E along said east line Rio Hondo Road, a distance of 259.97 feet; 2) N85°03'29"W a distance of 50.00 feet to a point on the west line said Rio Hondo Road; thence N4°56'31"E along said West line Rio Hondo Road a distance of 105.50 feet; thence S85°03'29"E a distance of 50.00 feet to the Point of Beginning.

Containing 213652 Square Feet, or 4.91 Acres, more or less, as described.

ABBREVIATIONS	
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
NO.	NUMBER
SQ. FT.	SQUARE FEET
Δ=	CENTRAL ANGLE
RAD	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CHB	CHORD BEARING
BLK	BLOCK
PB	PLAT BOOK
BK	BOOK
PG	PAGE
REC.	RECEPTION
a.k.a.	also known as

The Sketch and Description contained herein have been derived from subdivision plats, deed descriptions and Deposited Land Survey Plats as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.



ORDINANCE NO.

EFFECTIVE DATE

THIS IS NOT A BOUNDARY SURVEY

AREA OF ANNEXATION	
ANNEXATION PERIMETER	2158.95 FT.
CONTIGUOUS PERIMETER	752.41 FT.
AREA IN SQUARE FEET	213652
AREA IN ACRES	4.91
AREA WITHIN R.O.W.	5275 SQ.FT. / 0.12 ACRES

LEGEND	
ANNEXATION BOUNDARY	—————
EXISTING CITY LIMITS	—————

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.

DRAWN BY	R.B.P.	DATE	09-27-2021
DESIGNED BY		DATE	
CHECKED BY	C.V.W.	DATE	09-28-2021
APPROVED BY		DATE	

SCALE  
1" = 100'

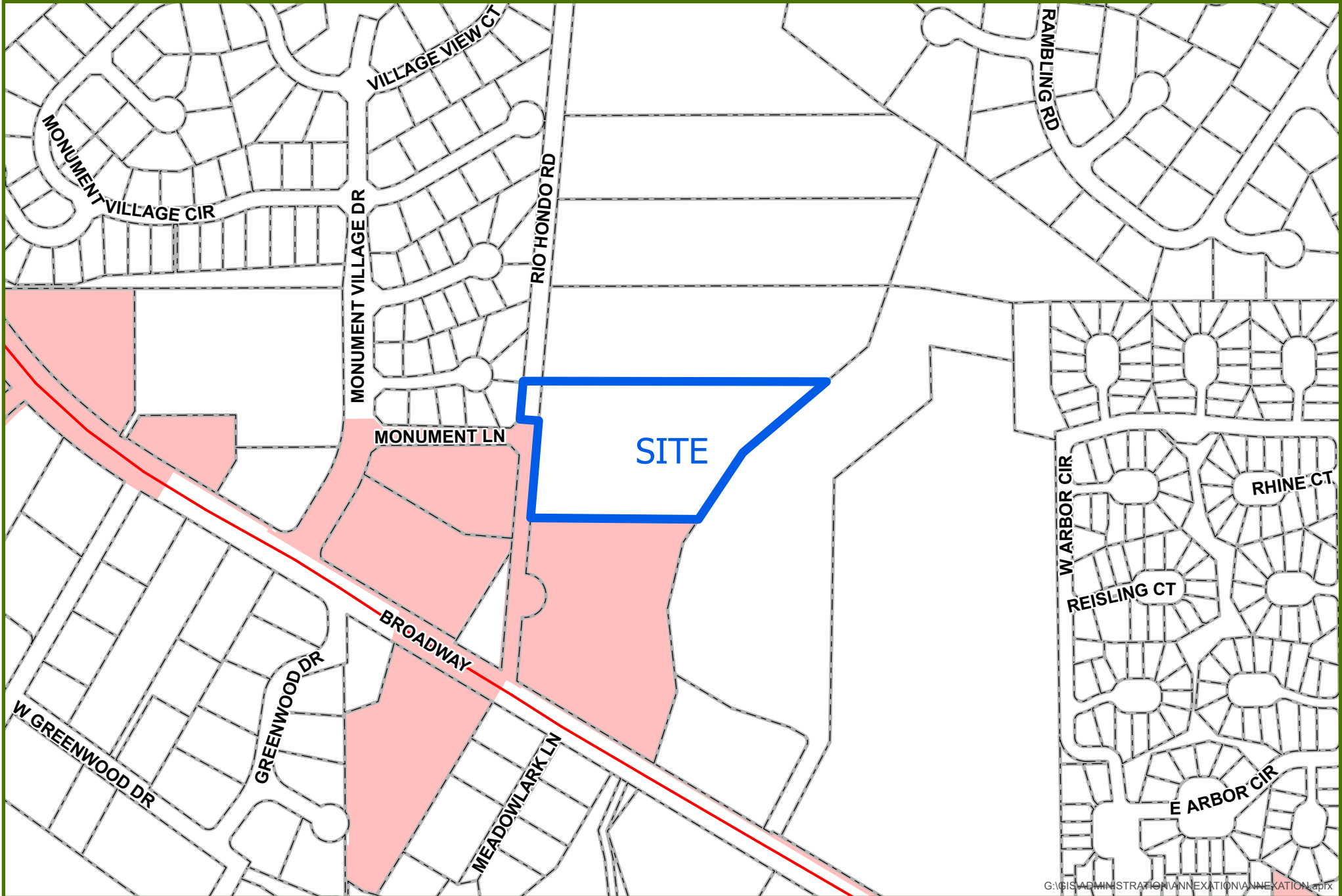


PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

CHURCH ON THE  
ROCK NORTH



# CHURCH ON THE ROCK NORTH ANNEXATION



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0 0.05 0.1 Miles

 Annexation

 City Limits



# CHURCH ON THE ROCK NORTH ANNEXATION



0 0.05 0.1 Miles



Annexation



City Limits



# CHURCH ON THE ROCK NORTH ANNEXATION - LAND USE



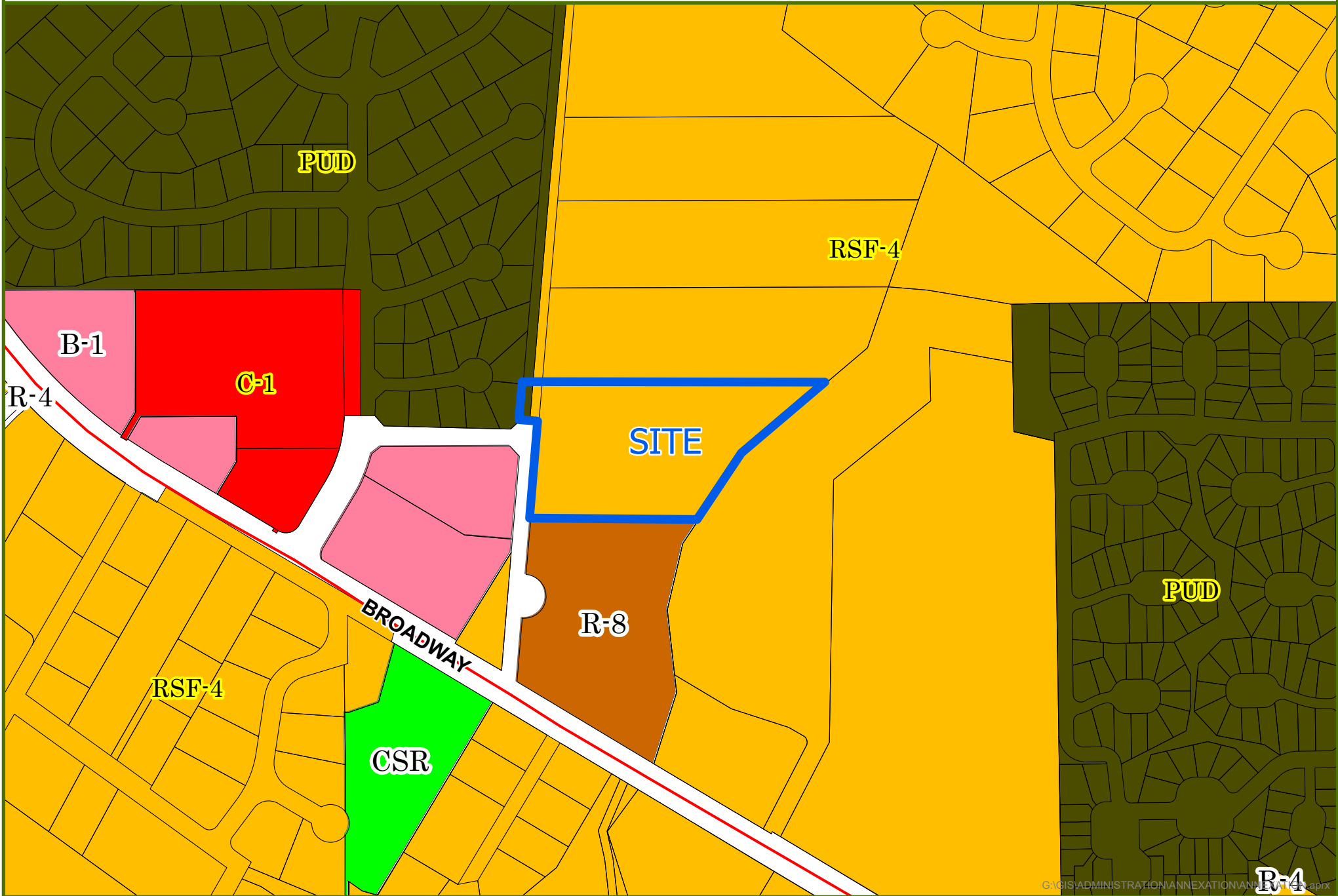
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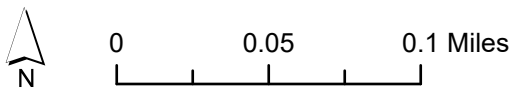
0 0.05 0.1 Miles

 Annexation Boundary

# CHURCH ON THE ROCK NORTH ANNEXATION - ZONING



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Annexation

City Zoning  
Packet Page 20

County Zoning

Date Created: 9/27/2021



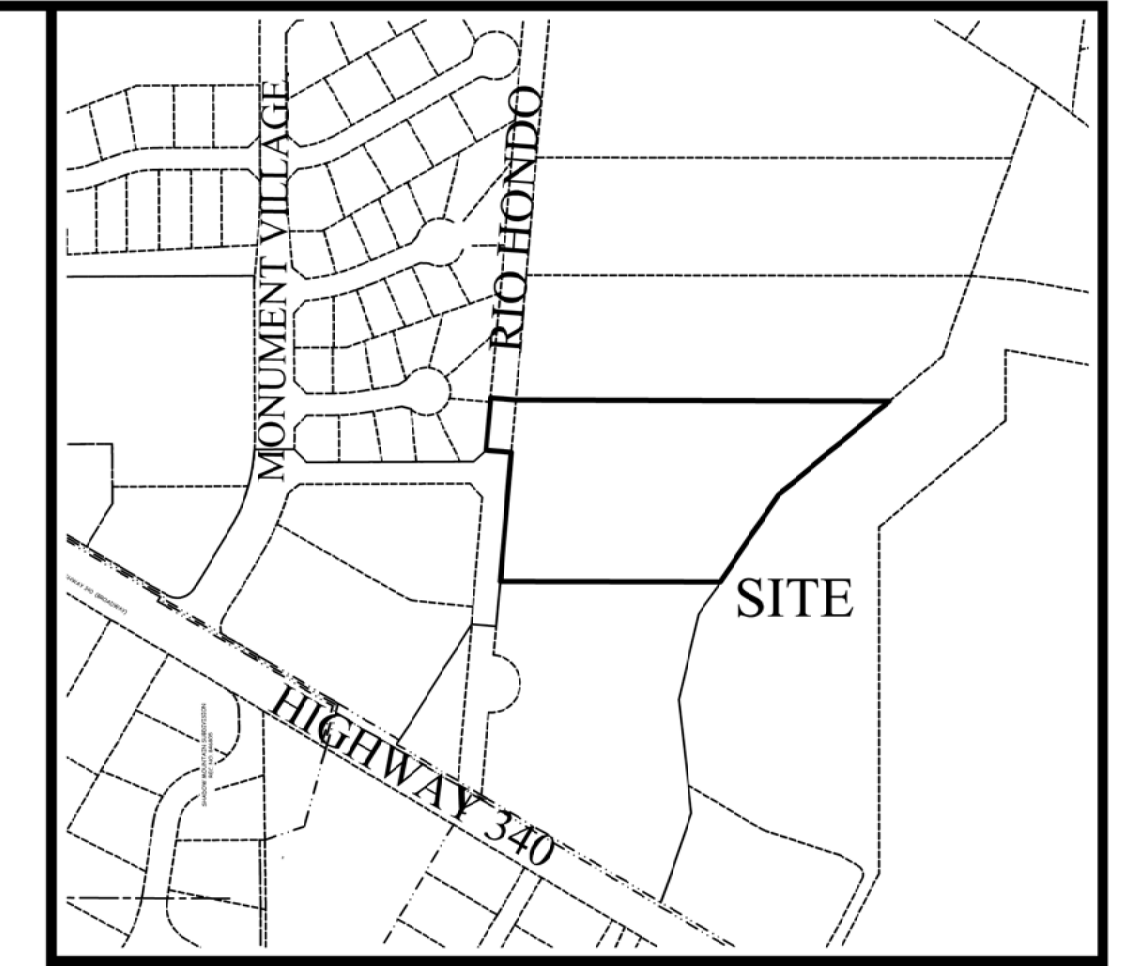


**Google Street View looking east from Rio Hondo Road**



# CHURCH ON THE ROCK NORTH

LYING IN LOT 2 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

## DESCRIPTION

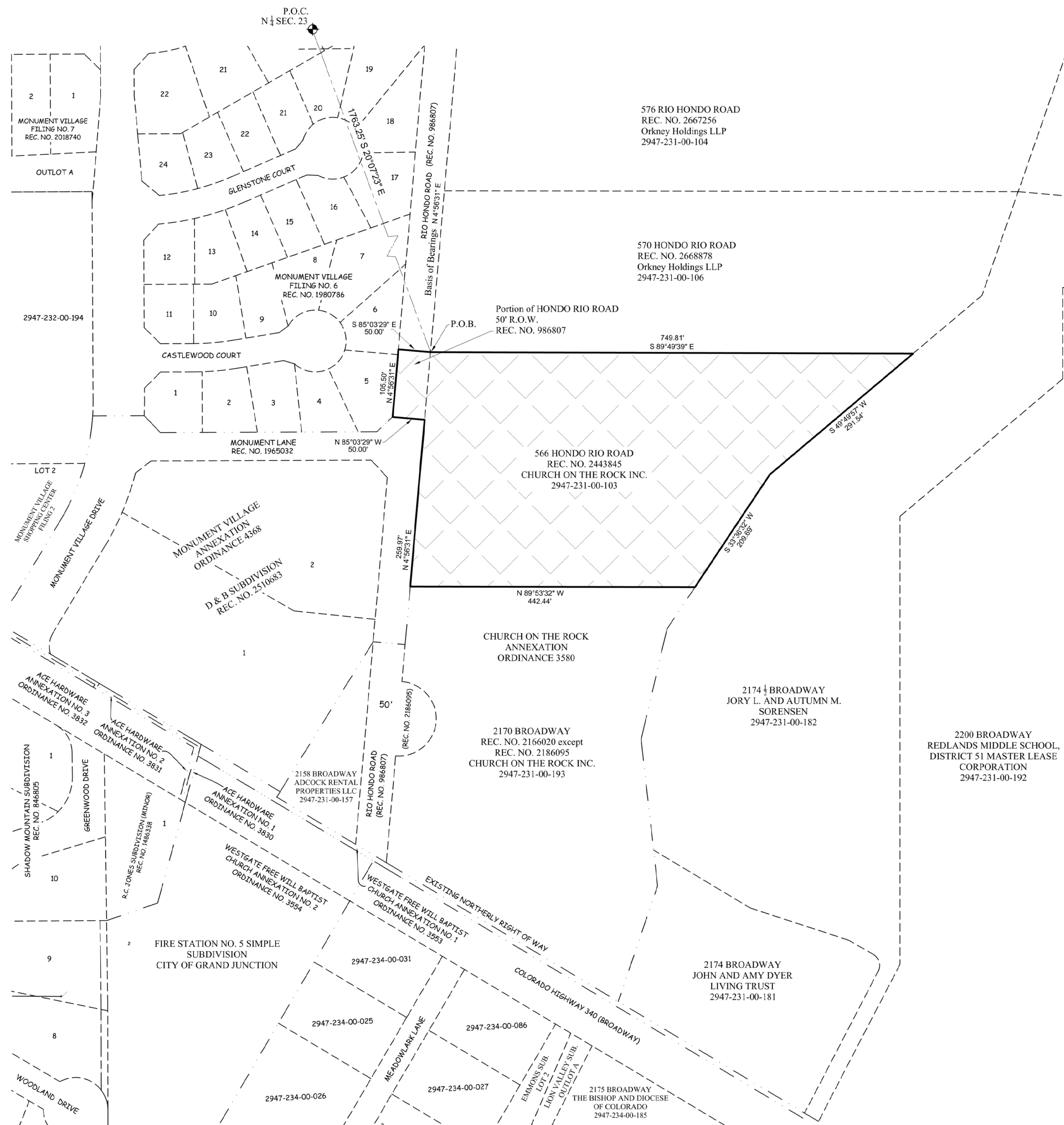
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COMMENCING at the North 1/4 Corner of said Section 23; thence S20°07'23"E a distance of 1763.25 feet to the Northwest corner of said Reception Number 2443845 being the POINT OF BEGINNING and being a point on the east line of said Rio Hondo Road said east line have a bearing of N04°56'31"E with all other bearings being relative hereon; thence S89°49'39"E a distance of 749.81 feet; thence S49°49'57"W a distance of 291.54 feet; thence S33°36'32"W a distance of 209.69 feet to a point on the boundary of CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580; thence N89°53'32"W along the CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580 boundary said a distance of 442.44 feet to a point on said east line Rio Hondo Road being a point on the boundary of MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368; thence along the boundary of said MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368 for the following two (2) courses: 1) N4°56'31"E along said east line Rio Hondo Road, a distance of 259.97 feet; 2) N85°03'29"W a distance of 50.00 feet to a point on the west line said Rio Hondo Road; thence N4°56'31"E along said West line Rio Hondo Road a distance of 105.50 feet; thence S85°03'29"E a distance of 50.00 feet to the Point of Beginning.

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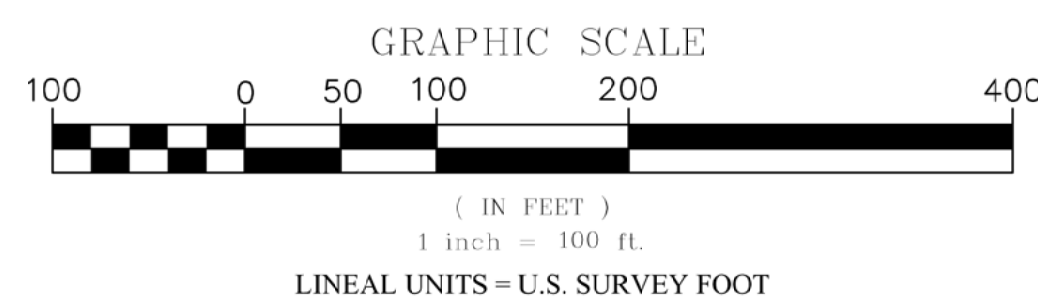
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LEGEND	
ANNEXATION BOUNDARY	—————
EXISTING CITY LIMITS	—————



ORDINANCE NO.

EFFECTIVE DATE

Renee B. Parent, PLS No. 38266  
Professional Land Surveyor for the  
City of Grand Junction  
DATE: \_\_\_\_\_

THIS IS NOT A BOUNDARY SURVEY

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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.

DRAWN BY	R.B.P.	DATE	09-27-2021
DESIGNED BY		DATE	
CHECKED BY	C.V.W.	DATE	09-28-2021
APPROVED BY		DATE	

SCALE  
1" = 100'



PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

CHURCH ON THE  
ROCK NORTH

## ***CHURCH ON THE ROCK NORTH ANNEXATION SCHEDULE***

<b>November 17, 2021</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>December 14, 2021</b>	Planning Commission considers Zone of Annexation
<b>December 15, 2021</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>January 5, 2022</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>February 6, 2022</b>	Effective date of Annexation and Zoning

### **ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2021-578	
<b>Location:</b>	566 Rio Hondo Road	
<b>Tax ID Numbers:</b>	2947-231-00-103	
<b># of Parcels:</b>	1	
<b>Existing Population:</b>	2	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	1	
<b>Acres land annexed:</b>	4.91	
<b>Developable Acres Remaining:</b>	4.79	
<b>Right-of-way in Annexation:</b>	0.12 acres in Rio Hondo Road	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	R-8	
<b>Current Land Use:</b>	Residential	
<b>Comprehensive Plan Land Use:</b>	Residential Medium	
<b>Values:</b>	<b>Assessed:</b>	\$34,940
	<b>Actual:</b>	\$488,540
<b>Address Ranges:</b>	560, 562, 564, 566, 568 Rio Hondo Road	
<b>Special Districts:</b>	<b>Water:</b>	Ute
	<b>Sewer:</b>	City
	<b>Fire:</b>	GJ Rural Fire Protection District
	<b>Irrigation/Drainage:</b>	Redlands Water & Power
	<b>School:</b>	District 51
	<b>Pest:</b>	Grand River Mosquito District & Upper Grand Valley Pest
	<b>Other:</b>	Colorado River Water Conservancy

**NOTICE OF HEARING  
ON PROPOSED ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO**

**NOTICE IS HEREBY GIVEN** that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 17<sup>th</sup> day of November 2021, the following Resolution was adopted:

**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION  
REFERRING A PETITION TO THE CITY COUNCIL  
FOR THE ANNEXATION OF LANDS  
TO THE CITY OF GRAND JUNCTION, COLORADO,  
SETTING A HEARING ON SUCH ANNEXATION,  
AND EXERCISING LAND USE CONTROL**

**CHURCH ON THE ROCK NORTH ANNEXATION**

**APPROXIMATELY 4.91 ACRES  
LOCATED ON A PROPERTY AT 566 RIO HONDO ROAD**

WHEREAS, on the 17<sup>th</sup> day of November, 2021, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**CHURCH ON THE ROCK NORTH ANNEXATION**

**Perimeter Boundary Legal Description  
Church on the Rock North Annexation**

A parcel of land lying in Lot 2 of Section 23 Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, being a portion of that Right-of-Way (R.O.W.) described in a deed filed under Reception Number 986807 said R.O.W. also known as Rio Hondo Road and that parcel of land described in a deed filed under Reception Number 2443845 and being more particularly described as follows:

COMMENCING at the North  $\frac{1}{4}$  Corner of said Section 23; thence S20°07'23"E a distance of 1763.25 feet to the Northwest corner of said Reception Number 2443845 being the POINT OF BEGINNING and being a point on the east line of said Rio Hondo Road said east line have a bearing of N04°56'31"E with all other bearings being relative hereon; thence S89°49'39"E a distance of 749.81 feet; thence S49°49'57"W a distance of 291.54 feet; thence S33°36'32"W a distance of 209.69 feet to a point on the boundary of CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580; thence N89°53'32"W along the CHURCH ON THE ROCK ANNEXATION, ORDINANCE 3580 boundary said a distance of 442.44 feet to a point on said east line Rio Hondo Road being a point on the boundary of MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368; thence along the boundary of said MONUMENT VILLAGE ANNEXATION, ORDINANCE 4368 for the following two (2) courses: 1) N4°56'31"E along said east line Rio Hondo Road, a distance of 259.97 feet; 2) N85°03'29"W a distance of 50.00 feet to a point on the west line said Rio Hondo Road; thence N4°56'31"E along said West line Rio Hondo Road a distance of 105.50 feet; thence S85°03'29"E a distance of 50.00 feet to the Point of Beginning,



Containing 213652 Square Feet, or 4.91 Acres, more or less, as described.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

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

1. That a hearing will be held on the 5<sup>th</sup> day of January, 2022, in the City Hall auditorium, located at 250 North 5<sup>th</sup> Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 17<sup>th</sup> day of November, 2021.

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

Attest:

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

**NOTICE IS FURTHER GIVEN** that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

---

City Clerk

<i><b>DATES PUBLISHED</b></i>
<b>November 19<sup>th</sup>, 2021</b>
<b>November 26<sup>th</sup>, 2021</b>
<b>December 3<sup>rd</sup>, 2021</b>
<b>December 10<sup>th</sup>, 2021</b>

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ANNEXING TERRITORY TO THE  
CITY OF GRAND JUNCTION, COLORADO  
CHURCH ON THE ROCK NORTH ANNEXATION**

**APPROXIMATELY 4.91 ACRES  
LOCATED ON A PROPERTY AT 566 RIO HONDO ROAD**

**WHEREAS**, on the 17<sup>th</sup> day of November, 2021, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

**WHEREAS**, a hearing on the petition was duly held after proper notice on the \_\_\_ day of \_\_\_\_\_, 2022; and

**WHEREAS**, the City Council determined that said territory was eligible for annexation and that no election was necessary to determine whether such territory should be annexed;

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

That the property situate in Mesa County, Colorado, and described to wit:

**CHURCH ON THE ROCK NORTH ANNEXATION  
EXHIBIT A**

**Perimeter Boundary Legal Description  
Church on the Rock North Annexation**

A parcel of land lying in Lot 2 of Section 23 Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, County of Mesa, State of Colorado, being a portion of that Right-of-Way (R.O.W.) described in a deed filed under Reception Number 986807 said R.O.W. also known as Rio Hondo Road and that parcel of land described in a deed filed under Reception Number 2443845 and being more particularly described as follows:

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Containing 213652 Square Feet, or 4.91 Acres, more or less, as described.

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

**ADOPTED** on second reading the \_\_\_\_ day of \_\_\_\_\_ 2022 and ordered published in pamphlet form.

---

President of the Council

Attest:

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City Clerk

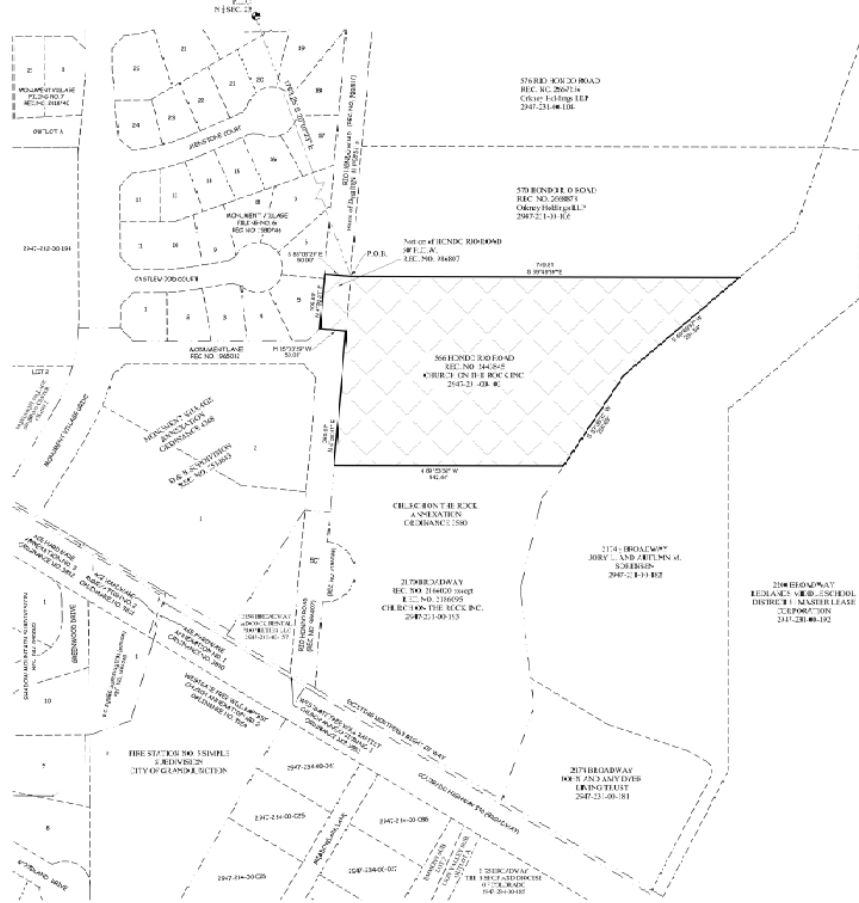
# EXHIBIT A

## CHURCH ON THE ROCK NORTH

LYING IN LOT 2 OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 101 WEST, 6TH PRINCIPAL MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP - NOT TO SCALE



### DESCRIPTION

A parcel of land lying in Lot 2 of Section 23 Township 11 South, Range 101 West of the 6th Principal Meridian, County of Mesa, State of Colorado being a portion of the Right-of-Way (R.O.W.) as described in a deed of conveyance recorded in Book 9868 of the R.O.W. also known as Rio Grande Road said parcel is described in a deed of conveyance under Reception Number 24438-5 and being more particularly described as follows:

COMMENCING at the North 5/8 Corner of said Section 23; thence S00°07'31"E a distance of 163.25 feet to the Northwest corner of said Reception Number 24438-5 being the POINT OF BEGINNING and being a point on the east line of said Rio Grande Road said east line here being a bearing of S00°06'31"E with all other bearings being relative thereto; thence S89°49'57"E a distance of 240.61 feet; thence S44°49'27"W a distance of 29.56 feet; thence S13°36'12"W a distance of 209.68 feet to a point on the boundary of CHURCH ON THE ROCK ANNEXATION, ORDINANCE 2383; thence S58°29'12"W along the CHURCH ON THE ROCK ANNEXATION, ORDINANCE 2388, thence S00°00'00"E a distance of 442.14 feet to a point on said east line Rio Grande Road being a point on the boundary of MCDONALD'S VILLAGE ANNEXATION, ORDINANCE 4046; thence along the boundary of said MCDONALD'S VILLAGE ANNEXATION, ORDINANCE 4046 for the following set of courses: S74°53'1"E along said east line Rio Grande Road a distance of 286.97 feet; S182°47'29"W a distance of 510.00 feet to a point on the west line of Rio Grande Road; thence N45°16'11"E along said West line Rio Grande Road a distance of 106.50 feet; thence S25°07'29"E a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 21,612 Square Feet, or ±.58 Acres, more or less, as described.

- ABBREVIATIONS**
- P.O.B. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - P.O.W. POINT OF WAY
  - SEC. SECTION
  - TWP. TOWNSHIP
  - RANGE. RANGE
  - R.T.C. RANGE TOWNSHIP CORNER
  - AC. ACRES
  - SQ. FT. SQUARE FEET
  - ANG. ANGLE
  - RADIUS. RADIUS
  - ARC LENGTH. ARC LENGTH
  - CHORD LENGTH. CHORD LENGTH
  - CHORD BEARING. CHORD BEARING
  - PL. PLAT
  - BOOK. BOOK
  - PAGE. PAGE
  - REC. RECEPTION
  - etc. also known as

This sketch and description contained herein have been carried from subdivision plans, case descriptions and Topographic Line Survey Files as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey and is not intended to be used as a means for establishing or verifying property boundary lines.

**FOR REVIEW**

ORDINANCE NO.

EFFECTIVE DATE

Series B, Plan, P.L.S. No. 28366  
Professional Land Surveyor for the  
City of Grand Junction

DATE

THIS IS NOT A BOUNDARY SURVEY

**AREA OF ANNEXATION**

ANGLIAN PRIMEER 2.5845 AC.  
CONGRADIS PRIMEER 752.1 FT.  
4023 AC. SQUARE FEET 71,200 FT.  
4023 AC. SQUARE FEET 4.8  
SQA. FT. PER AC. 437,500 FT. / 992 ACRES

**LEGEND**

BOUNDARY SURVEY  
LEGEND (BY DATE)



LINEAL UNITS - U.S. SURVEY FOOT

**NOTICE**

I hereby do hereby certify that the information contained herein is based upon the best of my knowledge and belief and that I am a duly Licensed Professional Land Surveyor for the State of Colorado. I am not responsible for any errors or omissions in this survey or for any consequences that may result therefrom.

**DRAWN BY** B.E.P. DATE 09-27-2021  
**DESIGNED BY** B.E.P. DATE 09-27-2021  
**CHECKED BY** C.W.A. DATE 09-28-2021  
**APPROVED BY** B.E.P. DATE 09-28-2021

**SCALE**  
1" = 100'



**PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT**

**CHURCH ON THE  
ROCK NORTH**

1 OF 1



## Grand Junction City Council

### Regular Session

Item #2.a.ii.

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**Meeting Date:** November 17, 2021  
**Presented By:** David Thornton, Principal Planner  
**Department:** Community Development  
**Submitted By:** David Thornton, Principal Planner

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### **Information**

#### **SUBJECT:**

Introduction of an Ordinance for Zoning Approximately 14.09 Acres from County RSF-4 (Residential Single Family – 4 du/ac) to CSR (Community Services and Recreation) and 8 Acres from County RSF-4 (Residential Single Family – 4 du/ac) to R-4 (Residential – 4 du/ac for the Cross Orchards Annexation, Located at 3073 and 3075 Patterson Road, and 2943-091-30-004, a Parcel with No Physical Address, and Setting a Public Hearing for December 1, 2021

#### **RECOMMENDATION:**

The Planning Commission heard this item at their November 9, 2021 meeting and voted (6-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicants, The Museum of Western Colorado and Cross Orchard Development LLC are requesting a zone of annexation to R-4 (Residential 2.4 du/ac) and CSR (Community Services and Recreation) for the Cross Orchards Annexation. The approximately 22.68-acres consists of 3 parcels of land and is located at 3073 & 3075 Patterson Road & 2943-091-30-004, a parcel with no physical address. The subject property has the existing Cross Orchard Living Farm and Museum on it utilizing approximately 14 acres and the third parcel is approximately 8 acres and planned for residential development and currently vacant. There is 0.57 acres of Patterson Road right-of-way in the annexation.

The property is Annexable Development per the Persigo Agreement. The zone district of R-4 is consistent with the Residential Low Land Use category of the Comprehensive Plan and existing Mesa County zoning. The zone district of CSR is consistent with the museum and living farm use of the Museum's properties. The request for annexation

will be considered separately by City Council, but concurrently with the zoning amendment request. The hearing is scheduled for December 1, 2021.

**BACKGROUND OR DETAILED INFORMATION:**

**Annexation Request:**

The Applicants, The Museum of Western Colorado and Cross Orchard Development LLC are requesting annexation of approximately 22.68-acres consisting of 3 parcels of land and located at 3073 & 3075 Patterson Road and a third parcel, Tax Parcel No. 2943-091-30-004, with no physical address. The subject property has the existing Cross Orchard Living Farm and Museum utilizing two parcels, approximately 14 acres, and the third parcel is approximately 8 acres and planned for residential development and currently vacant. There is 0.57 acres of Patterson Road right-of-way in the annexation.

The properties are Annexable Development per the Persigo Agreement. The Applicant is requesting annexation into the city limits in anticipation of future residential subdivision development for the 8-acre parcel. The Museum of Western Colorado sold the 8-acre parcel to Cross Orchard Development LLC recently. To annex the 8 acres the entire Museum property is being annexed to meet the contiguity requirements of State Law for annexations.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – October 20, 2021
- Planning Commission considers Comprehensive Plan Amendment and Zone of Annexation – November 9, 2021
- Introduction of a Proposed Ordinance on Zoning by City Council – November 17, 2021
- Acceptance of Petition and Public Hearing on Annexation, and Comprehensive Plan Amendment and Zoning by City Council – December 1, 2021
- Effective date of Annexation, Comprehensive Plan Amendment and Zoning – January 2, 2021

**Zone of Annexation Request:**

The Applicant's properties are currently in the County and have a County zoning of RSF-4 (Residential Single Family – 4 dwelling units per acre) for the entire annexation area. They are requesting a zone district of R-4 (Residential – 4 du/ac) for an approximately 8-acre property owned by Cross Orchard Development, LLC and a zone district of CSR (Community Services and Recreation) for approximately 14 acres the Museum owns and houses their Cross Orchard's Living Farm located at 3073 and 3075 Patterson Road. Both zone districts are consistent with the Residential Low Land Use category of the Comprehensive Plan and the R-4 zone is consistent with the existing Mesa County zoning of RSF-4. The zone district of CSR is consistent with the museum and living farm land use and is an allowed land use in this zone district. Museums are not allowed in the R-4 zone district.

Surrounding properties to the east, west, north and south are zoned RSF-4 in Mesa County with some PUD (Planned Unit Development) zoning intermixed. Directly to the north, across Patterson Road, existing city zoning is R-4. Surrounding development is single family detached residential development and in support of the Comprehensive Plan's Land Use designation of Residential Low. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action after review and recommendation by the Planning Commission.

The annexation area has sewer service and all other urban amenities to the property. It is located within Tier 2 on the Intensification and Growth Tiers Map of the Comprehensive Plan. The goal to "encourage infill and redevelopment to leverage existing infrastructure" supports the Applicants' requests for the R-4 and CSR zoning.

The Applicants are interested in preparing the 8-acre proposed R-4 property for future residential development, consistent with the scope and type of development envisioned by the Comprehensive Plan with the Land Use Map designation of Residential Low (2 – 5.5 du/ac) density. The R-4 zoning requires a minimum of 2 dwelling units per acre, therefore the requested zoning of R-4 implements the Comprehensive Plan's Residential Low Land Use category.

The purpose of the R-4 (Residential – 4 du/ac) zone district is to provide for low density detached dwellings. This property is located within an urban infill area of the community. The greater surrounding Fruitvale area, both within the city limits and unincorporated County, are largely developed with single-family detached homes. Further subdivision development is encouraged within this urban infill area as recommended by the 2020 One Grand Junction Comprehensive Plan. The 8-acre property provides a large enough site to accommodate such development.

The purpose of the CSR (Community Services and Recreation) zone district is to provide for public/institutional uses and facilities. The CSR district includes outdoor recreational facilities and educational facilities, allowing for land uses such as Museums within the zone district, allowed in the Use Table established in the Zoning and Development Code.

In addition to the R-4 and CSR zoning requested by the petitioners, the following zone district would also be consistent with the Comprehensive Plan designation of Residential Low (2 - 5.5 du/ac).

- a. R-5 (Residential – 3-5.5 du/ac)

#### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on May 19, 2021 via Zoom, in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicants, representatives and City staff were in attendance, with one member of the public in attendance. Questions asked included timing of the



subdivision, setback requirements, type of fencing, type of homes being constructed and concerns for increased traffic.

An official development application was submitted to the City of Grand Junction for review on May 19, 2021.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on June 30, 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 October 29, 2021. The notice of the Planning Commission public hearing was published November 2, 2021 in the Grand Junction Daily Sentinel. Public comment was also offered through the GJSpeaks platform.

## **ANALYSIS**

### **Zone of Annexation Analysis**

The criteria for review is set forth in Section 21.02.140 (a) and includes 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 as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or The property owners have petitioned for annexation into the City limits and requested zoning of R-4 and CSR which is compatible with the Comprehensive Plan Land Use Map designation of Residential Low (2 - 5.5 du/ac). Since the Applicant's properties are currently in the County, the annexation of the property is a subsequent event that will invalidate the original premise, a county zoning designation.

The 2020 One Grand Junction Comprehensive Plan defined the density range for the Residential Low Land Use category with a range of 2 to 5.5 du/ac. The existing County RSF-4 zone district at a maximum density of 4 dwelling units per acre implements the Residential Low Land Use category and is nearly identical to the City's R-4 zone district. Therefore, staff has found this criterion has not been met for the proposed R-4 zone district. For the proposed CSR zone district, it is necessary to zone the two museum properties CSR since the R-4 zone district does not allow for existing museum use.

Staff finds this criterion being met for CSR for the proposed 14-acres, but not for the proposed 8 acres at R-4.

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

The character or condition of the areas has not changed enough to satisfy this criterion. Staff finds that this criterion has not been met for either the R-4 or CSR zone districts.

(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 properties and are sufficient to serve land uses associated with the proposed R-4 zone district as well as the CSR zone district. The proposed R-4 property consisting of 8 acres will be developed as a residential subdivision. The proposed CSR property will continue to house the museum facility and operations.

The proposed CSR property has access from Patterson Road and the R-4 property has street access to Wellington Avenue and Hoisington Avenue. Sanitary sewer is available to the annexation area from all three of these public streets. Expected extensions will be required in to the property when urban development occurs by the developer of the property. A 6-inch Clifton Water District water line is available to the site from Hoisington Avenue, a 4-inch Clifton Water District water line is available to the site from Wellington Avenue, and an 8-inch Clifton Water District water line is available from Patterson Road to the proposed CSR properties. Domestic water service to all three properties is available for any future development. The area can also be served by Xcel Energy for electricity and natural gas. A short distance away is Grand Mesa Middle School and Grand Junction Central High School. A Regional Park is next to Central High School less than one half mile from this annexation area. A short distance to the east is Clifton, which has a major shopping district with goods and services available.

The public and community facilities are adequate to serve the type and scope of the residential land use proposed at the R-4 densities and the existing museum property needs in CSR. Therefore, staff has found this criterion has been met for both the R-4 and CSR zone districts.

(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 properties and surrounding area is designated on the Comprehensive Plan Land Use Map as Residential Low (2 - 5.5 du/ac). The proposed zoning designation of R-4 meets the intent of achieving the desired density for the property with this request, to develop at the low end of the Residential Low land use category. For properties already annexed into the City limits, the area within one half mile of the annexation area is predominately zoned R-4. Most of the area including unincorporated Mesa County is developed, and limited land area is available for new development within the half-mile area. Staff finds that there is an inadequate supply of R-4 zoning in this area of Fruitvale as defined above.

The proposed CSR zone district for the 14-acre museum will provide for the existing land use to conform to city zoning. There is not an inadequate supply of CSR in the City, but with the museum facility located at this location and being annexed into the City, there is a need to provide for a conforming zone district permitting the existing land use.

Staff therefore finds this criterion has been met for the R-4 zone district, but not for the CSR zone district.

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

Annexation and zoning of the properties will create additional land within the City limits for city growth and annexation helps fill in the patchwork of urbanization that is within and just outside of the City limits. The annexation is also consistent with the City and County 1998 Persigo Agreement.

The requested R-4 zone district will provide an opportunity for housing within a range of density that is consistent with the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the plan's goal of promoting a diverse supply of housing types that meet the needs of all ages, abilities, and incomes identified in Plan Principle 5: Strong Neighborhoods and Housing Choice, Chapter 2 of the 2020 One Grand Junction Comprehensive Plan.

The requested CSR zone district is supported by the Comprehensive Plan for secondary land uses identified in the Residential Low Land Use category, particularly "other public/institutional uses", which is where the existing museum facility and operations on the property is classified.

Therefore, Staff finds that this criterion has been met for both the R-4 and CSR zone districts.

### **Consistency with Comprehensive Plan**

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Though the R-5 zone district could be considered in a Residential Low Land Use area, the R-4 zone district is consistent with the recommendations of the Plan's amended Land Use Map, compatible with the surrounding neighborhood and provides for single family housing on a larger residential lot, thereby providing more housing choice to the community. The CSR zone district supports the museum land uses on their two properties.

The R-4 zoning request is consistent with the following chapters, goals and principles of the Comprehensive Plan:

#### **Chapter 2**

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth and annexation policies that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

The CSR zoning request is consistent with the following chapter, goal and principle of the Comprehensive Plan:

**Plan Principle 9: Quality Education and Facilities**

Goal: Support community-based education...support local institutions in providing facilities and programs to City residents and visitors to learn about the arts, culture, and local history.

Both the R-4 and CSR zoning requests are consistent with the following:

**Chapter 3**

Intensification and Tiered Growth Plan. Subject properties are located within Tier 2 – In Tier 2, the City should promote the annexation of those parcels which are surrounded by, and or have direct adjacency to, the City limits of Grand Junction. Annexation and development of these parcels will provide continuous use and development opportunities while minimizing the impact on infrastructure and City services.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation.

- Guide future zoning changes. Requests for zoning changes are required to implement the Comprehensive Plan.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Cross Orchards Annexation Zone of Annexation, ANX-2021-438 request for the property located at 3073 & 3075 Patterson Road & 2943-091-30-004, a parcel with no physical address, from County RSF-4 (Residential Single Family – 4 du/ac) to a City CSR for 3073 and 3075 Patterson Road and R-4 (4 du/ac) for the property known as tax parcel 2943-091-30-004, a parcel with no physical address, the following findings of facts and conditions have been made.

1. The zones of annexation request have met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
2. The zones of annexation request are consistent with the vision (intent), goals and policies of the Comprehensive Plan.

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 zoning the Cross Orchards Annexation to zone 14.09 acres to CSR (Community Services and Recreation) and 8 acres to R-4 (Residential –

4 du/ac) from Mesa County zoning of RSF-4 (Residential Single Family – 4 du/ac) and set a public hearing for December 1, 2021.

**Attachments**

1. Development Application dated May 19 - 2021
2. Site Maps and Pictures of Site
3. Annexation Schedule and Summary Table - Cross Orchards Annexation
4. Neighborhood Meeting Summary - Minutes
5. Cross Orchards Annex Map
6. ORD-Cross Orchards ZOA 110521

## 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: Annexation/Zone of Annexation

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

Existing Land Use Designation <span style="border: 1px solid black; padding: 2px;">Residential/Cross Orchards Farm</span>	Existing Zoning <span style="border: 1px solid black; padding: 2px;">RSF-4</span>
Proposed Land Use Designation <span style="border: 1px solid black; padding: 2px;">CSR (Museum) and Residential</span>	Proposed Zoning <span style="border: 1px solid black; padding: 2px;">CSR and R-4</span>

Property Information

Site Location: <span style="border: 1px solid black; padding: 2px;">3073 and 3075 Patterson Road, South Adjoining Parcel</span>	Site Acreage: <span style="border: 1px solid black; padding: 2px;">Approx. <sup>22.10</sup><del>21.54</del> Combined</span>
Site Tax No(s): <span style="border: 1px solid black; padding: 2px;">2943-091-30-001, 002 and 004</span>	Site Zoning: <span style="border: 1px solid black; padding: 2px;">RSF-4</span>
Project Description: <span style="border: 1px solid black; padding: 2px;">Annexation and zoning in the City limits to preserve the existing Cross Orchards Farm and develop the southern parcel with single family residential</span>	

Property Owner Information

Name: Museum of Western Colorado

Street Address: P. O. Box 20000-5020

City/State/Zip: Grand Junction, CO 81505

Business Phone #: 970-242-0971

E-Mail: kmichaelis@westcomuseum.com

Fax #:

Contact Person: Kaia Michaelis

Contact Phone #: 970-242-0971 x204

Applicant Information

Name: Ted Martin - Cross Orchard De

Street Address: 2814 Ridge Drive

City/State/Zip: Grand Junction, CO 81505

Business Phone #: 970-260-8064

E-Mail: agenttedmartin@gmail.com

Fax #:

Contact Person: Ted Martin

Contact Phone #: 970-260-8064

Representative Information

Name: River City Consultants, Inc.

Street Address: 215 Pitkin Ave. #201

City/State/Zip: Grand Junction, CO 81505

Business Phone #: 970-241-4722

E-Mail: tstates@rccwest.com

Fax #:

Contact Person: Tracy States

Contact Phone #: 970-241-4722

**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 Tracy States Digitally signed by Tracy States  
Date: 2021.05.19 15:42:12 -06'00'

Date May 19, 2021

Signature of Legal Property Owner

Date May 19, 2021

General Project Report

# **Cross Orchards Annexation/Zoning 3073 and 3075 Patterson Road and South Adjoining Parcel (2943-021-30-004)**

June 14, 2021

Prepared for:

**Cross Orchards Development, LLC**

2814 Ridge Drive, Grand Junction, CO 81506

Prepared by:



**215 Pitkin, Grand Junction, CO 81501**

**Grand Junction, CO 81506**

**Phone: (970) 241-4722**

**Fax: (970) 241-8841**

## **A. Project Description**

**1) Location:** The project is located at 3073 and 3075 Patterson and the south adjoining parcel (2943-091-30-004).

**2) Acreage:** The subject parcels contain approximately 22.10 acres combined.

**3) Proposed Use:** This submittal is for Annexation and Zoning of the parcels into the City of Grand Junction to preserve the existing Cross Orchards Farm and develop the southern parcel with single family residential. The proposed zoning is CSR for 3073 Patterson and R-4 for the southern adjoining parcel. The future land use indicates Residential Low zoning on both parcels.

## **B. Public Benefit**

The proposed Annexation and Zoning will preserve the Cross Orchards Farm with the CSR zoning, and will provide low density, single family residential lots needed to keep up with growth and demand for housing.

## **C. Neighborhood Meeting**

A neighborhood meeting was held virtually via a zoom meeting on May 19, 2021. A summary of the meeting is included with this submittal.

## **D. Project Compliance, Compatibility, and Impact**

### **1) Adopted plans and/or policies:**

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The CSR and R-4 zonings are appropriate districts for the Residential Low category of the Comprehensive Plan.

### **2) Land use in the surrounding area:**

The uses contained within the surrounding area are a mix of commercial/industrial, agricultural and large lot residential, as well as low density residential.

### **3) Site access and traffic patterns:**

Not applicable for this submittal.

### **4) Availability of utilities, including proximity of fire hydrants:**

The subject parcel is served by the following:

Clifton Water District  
City of Grand Junction Sewer  
Palisade Irrigation District  
Xcel Energy  
Clifton Fire



Spectrum/Charter  
CenturyLink/Lumen

Fire Hydrants are located on the northeast corner of 3067 Patterson Road (adjoiner) and in the subdivision to the south of the southerly parcel proposed for residential development. Adequate water lines and hydrants will be designed when the southerly parcel develops.

**5) Special or unusual demands on utilities:**

There will be no unusual demand on utilities as a result of the Annexation/Rezone.

**6) Effects on public facilities:**

The Rezone will have no adverse effect on public facilities.

**7) Hours of operation:**

Typical of residential development.

**8) Number of employees:**

Not applicable.

**9) Signage:**

Not applicable.

**10) Site Soils Geology:**

Not applicable.

**11) Impact of project on site geology and geological hazards:**

None are anticipated.

**E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted**

**Section 21.02.070 (6) of the Zoning and Development Code:**

**General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:**

**(i) Compliance with the Comprehensive Plan and any applicable adopted plan.**

The Rezone request is in compliance with the newly adopted 2020 Comprehensive Plan.

**(ii) Compliance with this zoning and development code.**

The Rezone request is in compliance with the zoning and development code.

**(iii) Conditions of any prior approvals.**

There are no conditions of prior approvals.

**(iv) Public facilities and utilities shall be available concurrent with the development.**

All public facilities and utilities will be available concurrent with the rezoning and subsequent development of this property.

**(v) Received all applicable local, State and federal permits.**

All applicable permits will be obtained for this project.

**Section 21.02.140 Code amendment and rezoning:**

(a) **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**

*The proposed Rezone request to CSR and R-4 zone districts will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan.*

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

*The amendment would allow the continuation of low density, affordable, quality housing in this much desired area of Grand Junction and is consistent with the Comprehensive Plan.*

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

*Public and community facilities are existing and adequate and will support low density residential and industrial developments and are not affected as a result of the Rezone request.*

**(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**

*This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of low-density development parcels in this area, that haven't already been developed, to meet demand.*

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

*The area will benefit with the development of low-density residential development with the extension of services.*

**21.02.160 Annexation:**

(c) **Approval Criteria.** The application shall meet all applicable statutory and City administrative requirements.

*In order for this parcel to develop, it must annex into the City of Grand Junction limits due to its location within the 201 Boundary. The application meets all applicable statutory and City administrative requirements.*

**F. Development Schedule**

Not applicable for this submittal.

**CROSS ORCHARDS ANNEXATION  
PETITION FOR ANNEXATION**

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

GENERAL LOCATION: 3073 & 3075 Patterson Road and  
Tax ID # 2943-091-30-004

**3073 Patterson Road**

Lot 1, Cross Orchards II Subdivision, A Replat of Lot 2, Cross Orchards Subdivision recorded under Reception No. 2900417 and a Metes and Bounds description, situate in the NW ¼ NE ¼, Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.

**3075 Paterson Road**

Lot 1, Cross Orchards Subdivision, A Re-plat of Lot 6, Block 16, Eastbrook Subdivision Filing No. 3, recorded under Reception No. 1237609 and a Metes and Bounds description in the NE ¼, Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.

**Parcel No. 2943-091-30-004**

Lot 4, Cross Orchards Subdivision, A Re-plat of Lot 6, Block 16, Eastbrook Subdivision Filing No. 3, recorded under Reception No. 1237609 and a Metes and Bounds description in the NE ¼, Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.

County of Mesa, State of Colorado.

This foregoing descriptions describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, "Cross Orchards Annexation."

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

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

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

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

---

\_\_\_\_\_  
Kaia Michaelis  
(Print Name)

3073, 3075 Patterson Road & Tax ID # 2943-091-  
30-004

*Kaia Michaelis*  
SIGNATURE

June 30, 2021  
DATE

Kaia Michaelis, Executive Director  
The Museum of Western Colorado, a Colorado nonprofit corporation

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

Kaia Michaelis, Executive Director, The Museum of Western Colorado, a Colorado nonprofit corporation, of lawful age, being first duly sworn, upon oath, deposes and says:

That they are the circulator of the forgoing petition:

That each signature on the said petition is the signature of the person whose name it purports to be.

*Kaia Michaelis*  
Kaia Michaelis, Executive Director  
The Museum of Western Colorado, a Colorado nonprofit corporation

Subscribed and sworn to before me this 30th day of June, 2021.

Witness my hand and official seal.

*Brian Hostetter*

Notary Public

BRIAN HOSTETTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164024812  
MY COMMISSION EXPIRES JUNE 29, 2024

359 Main St. Grand Jct, CO 81501  
Address

My commission expires: 06/29/2024



**CROSS ORCHARDS ANNEXATION  
PETITION FOR ANNEXATION**

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

GENERAL LOCATION: Parcel south of 3073 & 3075 Patterson Road  
Tax ID # 2943-091-30-004

**Parcel No. 2943-091-30-004**

Lot 4, Cross Orchards Subdivision, A Re-plat of Lot 6, Block 16, Eastbrook Subdivision Filing No. 3, recorded under Reception No. 1237609 and a Metes and Bounds description in the NE ¼, Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.

County of Mesa, State of Colorado.

This foregoing descriptions describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, "Cross Orchards Annexation."

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

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

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

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

TED MARTIN Managing Member

Cross Orchard Development LLC

(Print Name)

Tax ID # 2943-091-30-004



SIGNATURE

9-21-21

DATE

TED MARTIN Managing Member

(Print name and title of signatory)

(Cross Orchard Development LLC - Annexation Petition)

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

TED MARTIN, of lawful age, being first duly sworn, upon oath, deposes and says:

That they are the circulator of the forgoing petition:

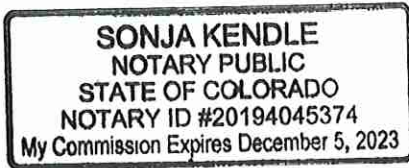
That each signature on the said petition is the signature of the person whose name it purports to be.

[Handwritten Signature]  
(Signature)

TED MARTIN Managing Member  
(Print Name, Title)  
Cross Orchard Development LLC

Subscribed and sworn to before me this 21<sup>st</sup> day of September, 2021.

Witness my hand and official seal.



[Handwritten Signature]  
Notary Public

480 W. Park Dr. #200, Grand Jet, CO, 81505  
Address

My commission expires: Dec. 5<sup>th</sup>, 2023



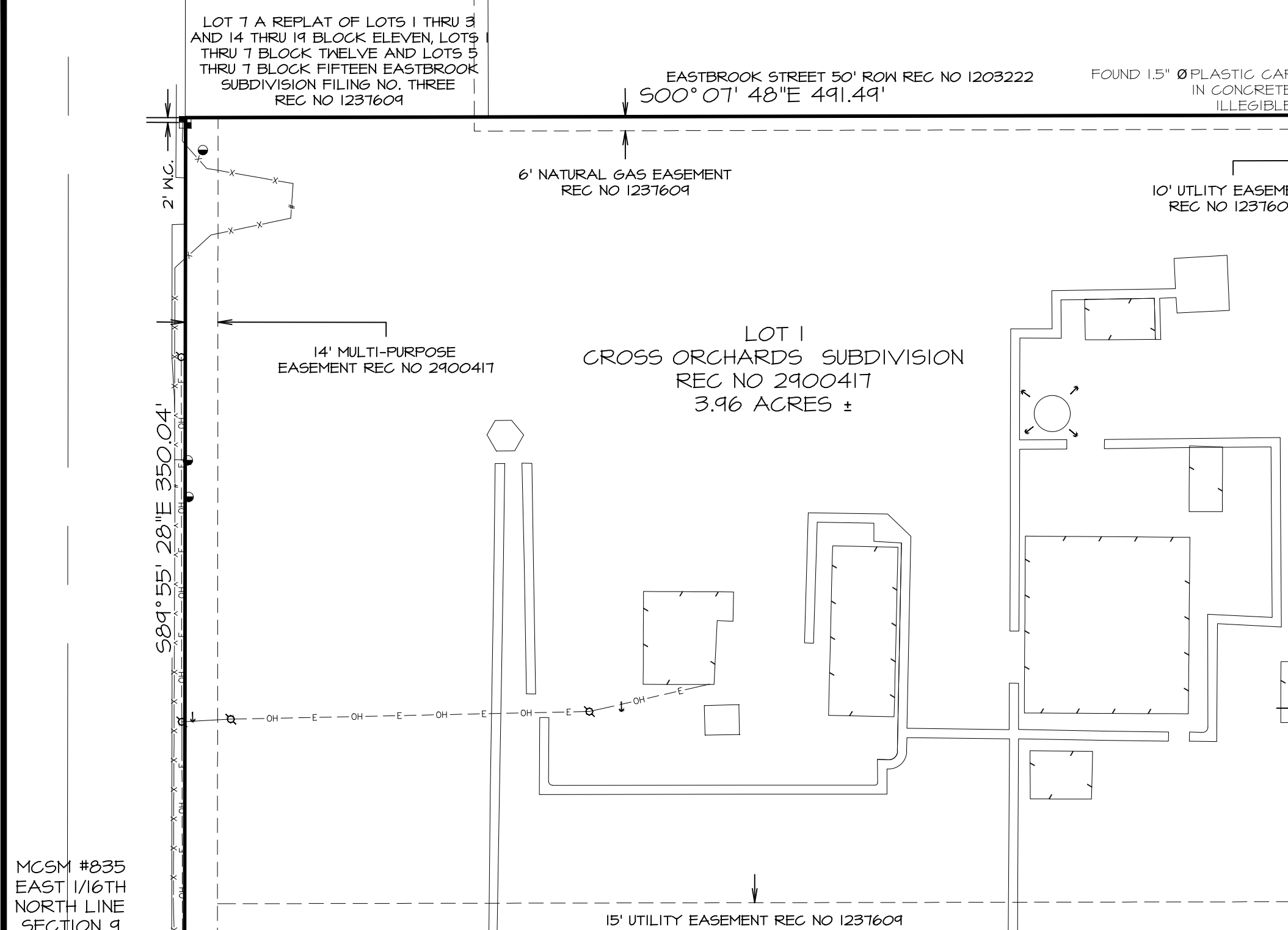


**Map showing Cross Orchard Development LLC property (outlined in yellow) as part of the overall Cross Orchards Annexation (outlined in blue).**

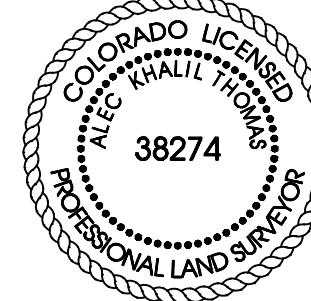


# IMPROVEMENT SURVEY PLAT

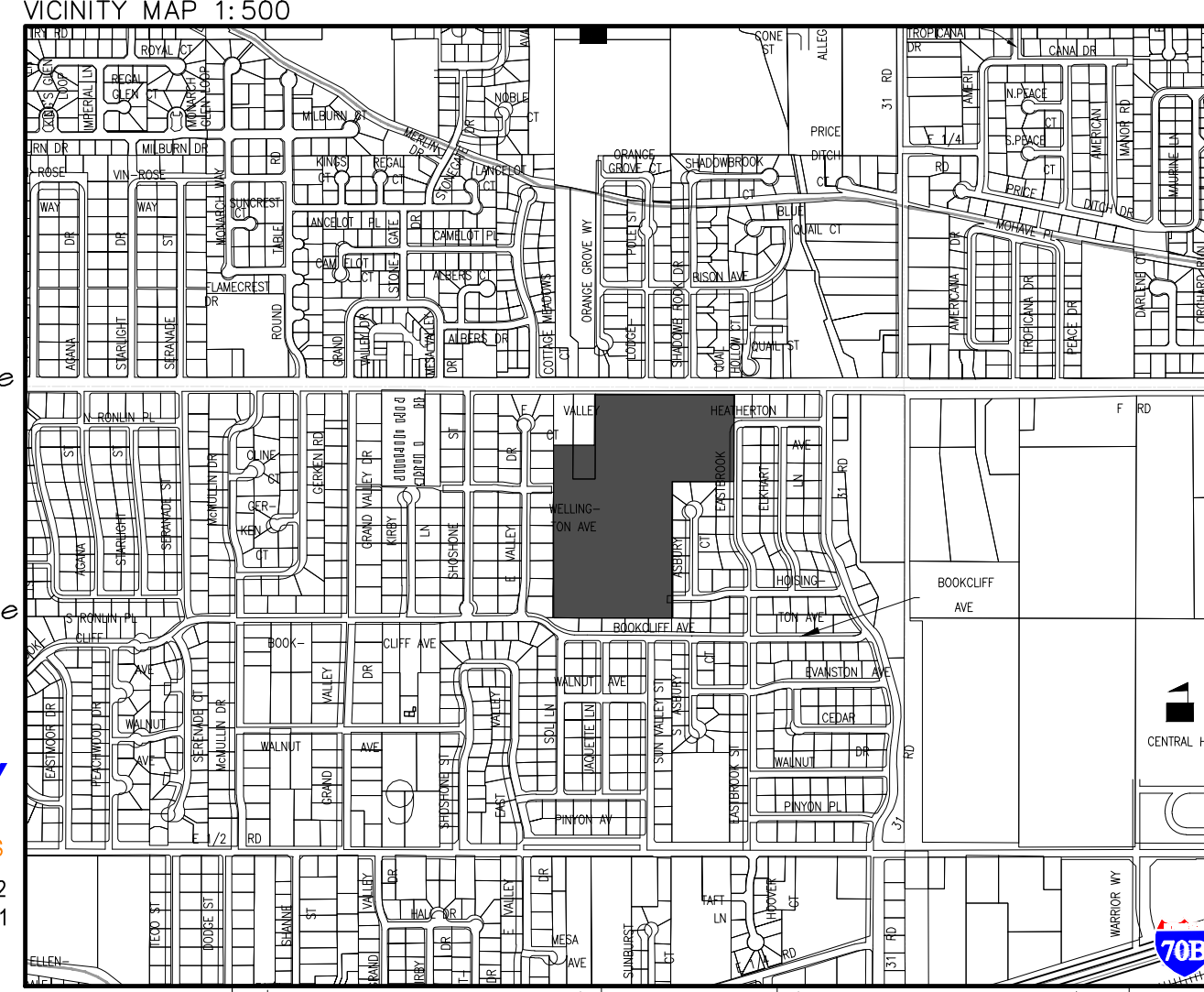
North One-half of the Northeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado  
 Lot 1 and Lot 4, Cross Orchards Subdivision, Reception Number 2900417 and Lot 1, Cross Orchards II Subdivision, Reception Number 2985337



**PROPERTY DESCRIPTION**  
 A parcel of land located within the North One-half of the Northeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, said parcel being more particularly described as follows:  
 LOT 1 AND LOT 4, CROSS ORCHARDS SUBDIVISION, RECEPTION NUMBER 2900417 AND LOT 1, CROSS ORCHARDS II SUBDIVISION, RECEPTION NUMBER 2985337  
 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 herein. There may exist other documents, both recorded and unrecorded, that would affect title to this parcel.  
**SURVEYOR'S STATEMENT**  
 I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey 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



**RIVER CITY CONSULTANTS**  
 215 Pitkin Avenue, Unit 201  
 Grand Junction, CO 81501  
 Phone: 970.241.4722  
 Fax: 970.241.8841  
 www.rcwest.com



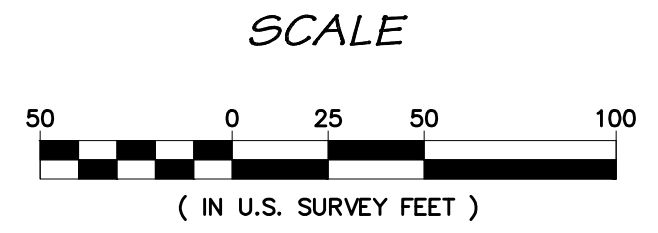
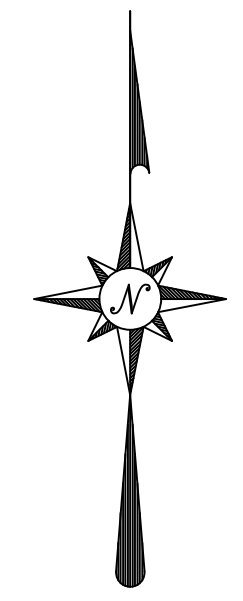
**BASIS OF BEARINGS**  
 The bearings hereon are grid bearings of the Mesa County Local Coordinate System, GVA, as defined at: [http://emap.mesacounty.us/gps\\_survey/GVAZONE.htm](http://emap.mesacounty.us/gps_survey/GVAZONE.htm), determined by GPS observation of the east line of the Northwest Quarter of the Northeast Quarter of Section 9, T.1S., R.1E., Ute Meridian, the northeast sixteenth corner being a 3.25 aluminum cap on number 6 rebar marked DH SURVEY'S L5 206TT, and the east sixteenth corner on the north line of said Section 9 being a Mesa County Survey Monument #835 cap bearing North 00°06'29" West, as shown hereon.  
**SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT**  
 C: CENTER  
 E: EAST  
 N: NORTH  
 NO: NUMBER  
 PLS: PROFESSIONAL LAND SURVEYOR  
 PLSS: PUBLIC LAND SURVEY SYSTEM  
 MCSM: MESA COUNTY SURVEY MARKER  
 MPE: MULTI-PURPOSE EASEMENT  
 T: TOWNSHIP  
 R: RANGE IN DEFINING LOCATION IN PLSS  
 REG: RECEPTION  
 ROW: RIGHT OF WAY  
 S: SOUTH  
 UM: UTE MERIDIAN  
 W: WEST  
 W.C.: WITNESS CORNER

**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.

## LEGEND

- FOUND 2' ALUMINUM CAP ON #5 REBAR L5 206TT, DH SURVEYS
- ALIQUOT MONUMENT AS NOTED
- FOUND REBAR
- FOUND PK NAIL
- FOUND 1.5' ALUMINUM CAP ON #5 REBAR, PLS 38274 RCC
- FOUND MONUMENT AS NOTED
- SET 1.5' ALUMINUM CAP PLS 38274, RCC
- GAS METER
- WATER METER
- ELECTRIC METER
- STORM MANHOLE
- IRRIGATION VALVE
- IRRIGATION RISER
- EASEMENT LINE
- PARCEL LINE
- ROW LINE
- ALIQUOT LINE
- STORM DRAIN LINE
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF CONCRETE
- STRUCTURE WALL
- WOOD FENCE
- CHAIN LINK/IRON FENCE
- FENCE
- GUY WIRE

**LAND SURVEY DEPOSITS**  
 Mesa County Surveyor's Office  
 Date \_\_\_\_\_  
 Deposit Number \_\_\_\_\_



**IMPROVEMENT SURVEY PLAT**  
 North One-half of the Northeast Quarter of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado  
 Lot 1 and Lot 4, Cross Orchards Subdivision, Reception Number 2900417 and Lot 1, Cross Orchards II Subdivision, Reception Number 2985337

Sheet 1 of 1	Date: 04/30/2021	Job No. 1493-001
Surveyed: TPJ	Drawn: AKT	Checked: BDM
Drawing name: S:\PROJECTS\1493-001\1493-001-Cross Orchards Property Survey\DWG\1493-001-CROSS ORCHARDS 15P.dwg		

## LEGAL DESCRIPTION

### **3073 Patterson Road**

Lot 1, Cross Orchards II Subdivision, A Replat of Lot 2, Cross Orchards Subdivision recorded under Reception No. 2900417 and a Metes and Bounds description, situate in the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.

### **3075 Paterson Road**

Lot 1, Cross Orchards Subdivision, A Re-plat of Lot 6, Block 16, Eastbrook Subdivision Filing No. 3, recorded under Reception No. 1237609 and a Metes and Bounds description in the NE  $\frac{1}{4}$ , Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.

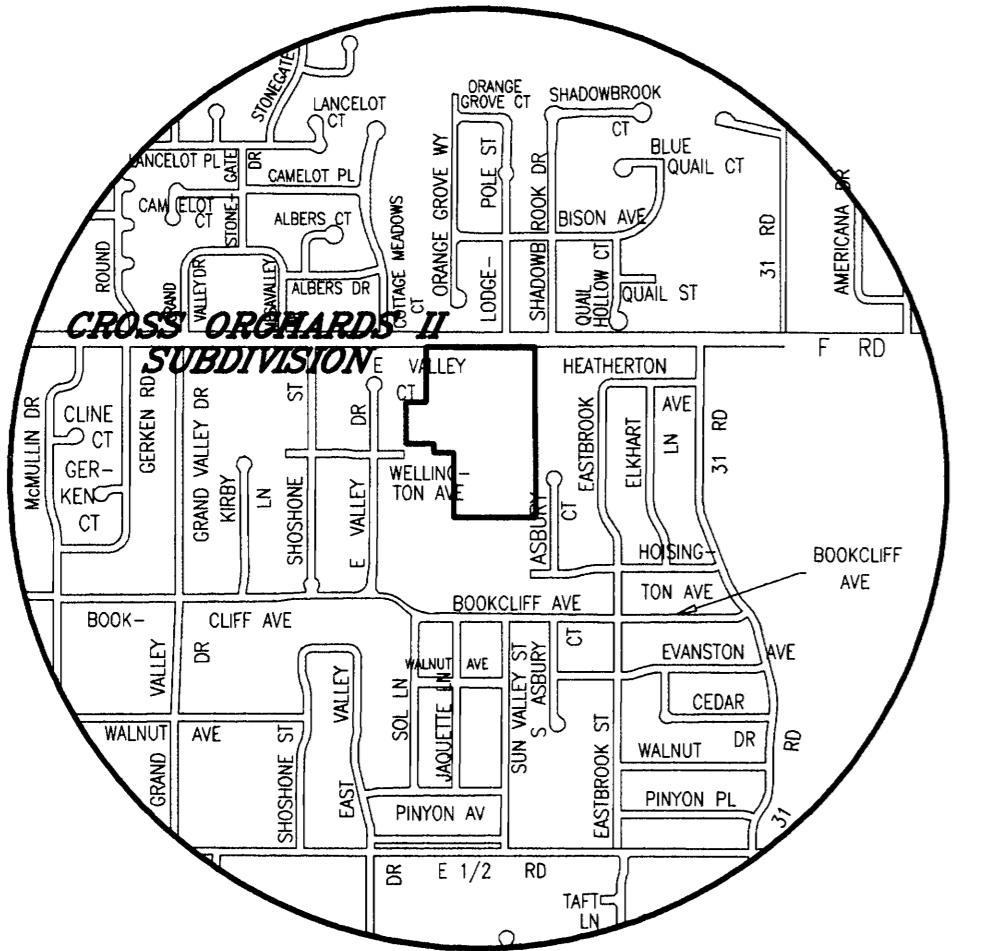
### **Parcel No. 2943-091-30-004**

Lot 4, Cross Orchards Subdivision, A Re-plat of Lot 6, Block 16, Eastbrook Subdivision Filing No. 3, recorded under Reception No. 1237609 and a Metes and Bounds description in the NE  $\frac{1}{4}$ , Sec. 9, T1S, R1E, U.M., Mesa County, Colorado.



# CROSS ORCHARDS II SUBDIVISION

A Replat of Lot 2, Cross Orchards Subdivision recorded under Reception No. 2900417 and a Metes and Bounds description, situate in the NW 1/4 NE 1/4, Sec. 9, T1S, R1E, U.M. Mesa County, Colorado



VICINITY MAP  
N.T.S.

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, The Museum of Western Colorado, a Colorado nonprofit corporation, Valory A. Shoberg and Mark F. Shoberg, are the owners of record of that real property situate in the NW 1/4 NE 1/4 of Section 9, Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception No. 2900417 and 2900418 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

LOT 1, Cross Orchards Subdivision, as recorded under Reception No. 2900417, Mesa County, Colorado.  
ALONG WITH  
A parcel of land situate in the NW 1/4 NE 1/4 of Section 9, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, being described as follows: beginning 445.00 feet, N89°55'04"W of the Northeast corner of said NW 1/4 NE 1/4, thence S00°04'56"W a distance of 531.00 feet; thence N89°55'04"W a distance of 125.00 feet; thence N00°04'56"E a distance of 531.00 feet; thence S89°55'04"E a distance of 125.00 feet to the point of beginning; EXCEPT the North 50 feet as conveyed to the County of Mesa by Reception No. 1313373 recorded January 14, 1993. Said parcel contains 10.96 acres more or less.

Said owners have caused the described real property to be surveyed, laid out and to be publicly known as CROSS ORCHARDS II SUBDIVISION.

All Multipurpose Easements are dedicated to the County of Mesa as perpetual easements for County 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.

Easements designated by use on this plat shall be reserved for the public benefit as perpetual easements and subject to only those uses so designated. All such easements shall include the right of installation, operation and maintenance of all designated uses in a reasonable and prudent manner and shall more specifically include the right to trim or remove trees and brush with a perpetual right of ingress and egress to the easement.

Said owners hereby acknowledge that all lienholders or encumbrances, if any, associated with the interests of this plat have been represented hereon.

Said owners do subscribe hereunder this 18th day of May, 2021 A.D.

*Joan Michaelis*  
Joan Michaelis  
The Museum of Western Colorado

*Valory A. Shoberg*  
Valory A. Shoberg

*Mark F. Shoberg*  
Mark F. Shoberg

STATE OF COLORADO )  
COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this 18th day of May, 2021, by Joan Michaelis for The Museum of Western Colorado, a Colorado nonprofit corporation.

Witness my hand and official seal: *Joan Carrico*  
Notary Public

My commission expires: 10-24-22

JOAN L. CARRICO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19944017351  
My Commission Expires October 24, 2022

STATE OF COLORADO )  
COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this 19th day of May, 2021, by Valory A. Shoberg.

Witness my hand and official seal: *Joan Carrico*  
Notary Public

My commission expires: 10-24-22

JOAN L. CARRICO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19944017351  
My Commission Expires October 24, 2022

STATE OF COLORADO )  
COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me this 19th day of May, 2021, by Mark F. Shoberg.

Witness my hand and official seal: *Joan Carrico*  
Notary Public

My commission expires: 10-24-22

JOAN L. CARRICO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #19944017351  
My Commission Expires October 24, 2022

### LEGEND & ABBREVIATIONS

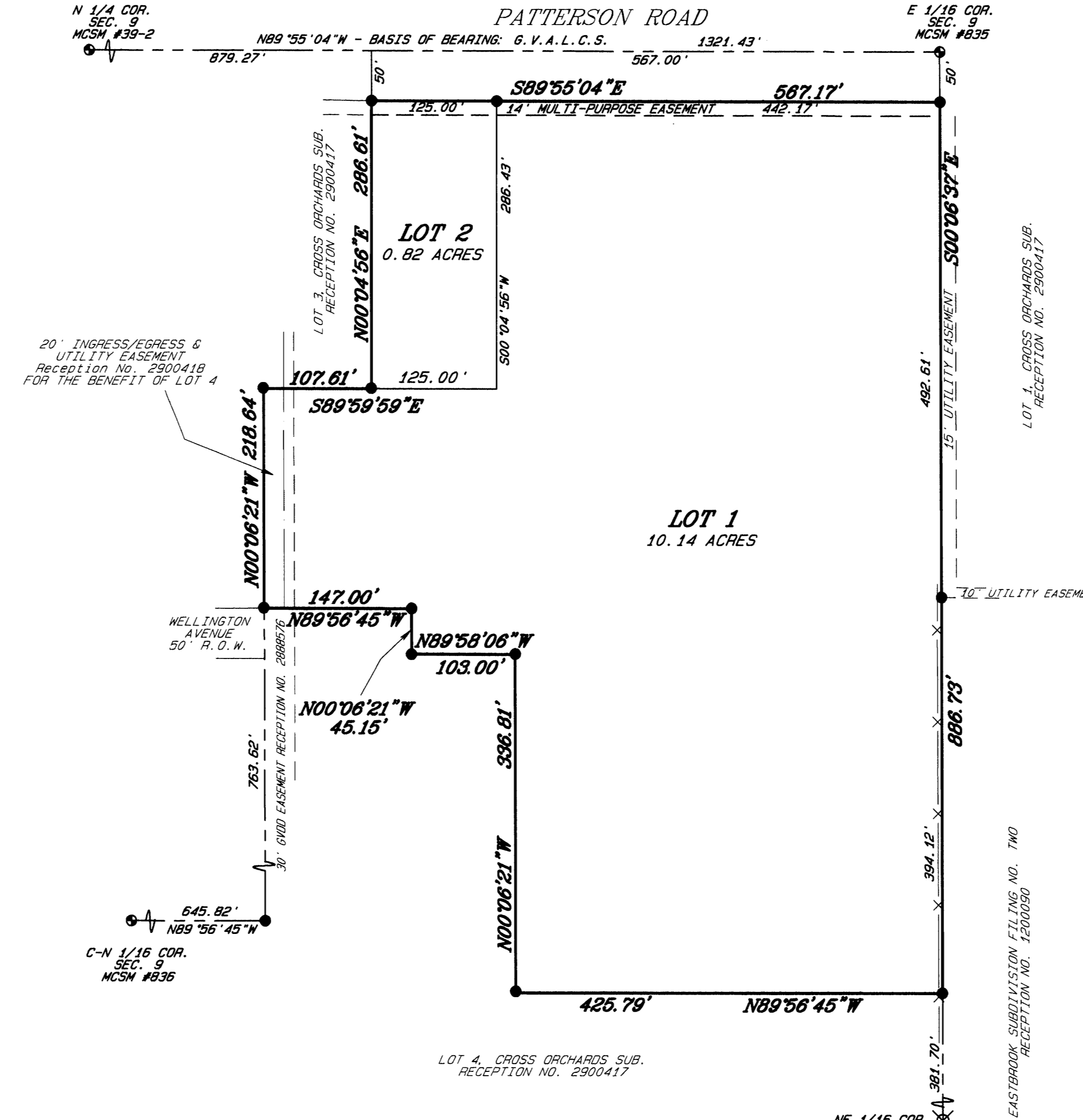
- FOUND MESA COUNTY SURVEY MARKER
  - ⊗ FOUND 3-25" ALUMINUM CAP ON 3/4" X 30" REBAR STAMPED D H SURVEYS LS 20677
  - FOUND LEAD TAG & TACK STAMPED LS 20677
  - SET #5 REBAR N/2" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- EXTERIOR MONUMENTATION SET IN CONCRETE
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM  
M.C. = WITNESS CORNER  
P.O.B. = POINT OF BEGINNING  
R.O.W. = RIGHT-OF-WAY  
M.P.E. = MULTI-PURPOSE EASEMENT  
IRRIG. = IRRIGATION

AREA SUMMARY  
LOTS = 10.96 AC./100X  
TOTAL = 10.96 AC./100X

### PLAT NOTES

Pursuant to C.R.S. 24-69-101 et seq. and Section 1.10 of the 2000 Mesa County Land Development Code a site specific development plan has been approved by the Mesa County Department of Planning and Economic Development CROSS ORCHARDS II SUBDIVISION and shall result in a vested right for a period of three years from the date that the required vesting notice is published.

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 CERTIFICATE

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.

ANB BANK, A COLORADO STATE BANK *Suzanne VanLanduyck Green, A/P*

STATE OF COLORADO )  
COUNTY OF MESA ) ss  
The foregoing instrument was acknowledged before me this 3rd day of June, 2021 A.D., by *Suzanne VanLanduyck Green, A/P*  
Witness my hand and official seal: *Jeff J. Ross*  
Notary Public

JEFF J. ROSS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20124058263  
My Commission Expires September 10, 2024

### BOARD OF COUNTY COMMISSIONERS CERTIFICATE

Accepted this 10th day of June, 2021 A.D. by the Board of County Commissioners of the County of Mesa, State of Colorado.

*Janet Paulson*  
Chairperson

### CLERK AND RECORDER'S CERTIFICATE

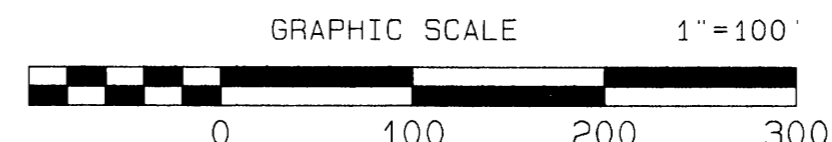
This plat was accepted for filing in the office of the Clerk and Recorder of Mesa County, Colorado at 11:45 o'clock A.M. on this 11th day of June, 2021 A.D., and was recorded at Reception No. 2985337, Drawer No. 63-24, and Fees \$100.00 + \$3.00

*Sina Peters* Clerk and Recorder  
*Kim Cre* Deputy

### SURVEYOR'S STATEMENT

I, Michael W. Drisse, a registered Professional Land Surveyor in the State of Colorado, do hereby state that this survey was performed by me or under my direct responsibility, supervision, and checking. 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. Title research was supplied by Land Title Guarantee Company under Order No. 02880032 and 02880033.

*Michael W. Drisse*  
Michael W. Drisse  
Professional Land Surveyor  
No. 1517-21  
Mesa County, Colorado



LINEAL UNITS = U.S. SURVEY FEET

MCPP: 2021-0058

**CROSS ORCHARDS II SUB.**  
LOCATED IN THE  
NW 1/4 NE 1/4, SEC. 9, T1S, R1E, U.M.  
MESA COUNTY, COLORADO

**D H SURVEYS INC.**  
485 VALLEJO DR. - GRAND JUNCTION, CO.  
(970) 623-0175

Designed By	M.W.D.	Checked By	M.W.D.	Job No.	508-18-03
Drawn By	TMODEL	Date	May 2021	Sheet	1 OF 1



**Museums of Western Colorado  
Delegation of Authority**

**The Museum Director**

The Director is the Museum's chief executive officer and reports to and is accountable to the President of the Board of Directors on all matters relating to museum operations including human, physical, and financial resources, and their management and stability. The Director is delegated the authority to establish and implement policies; nominate, employ or discharge members of the staff and supervise their work; manage the daily operation of the Museum, including its committees; manage programs; may incur liability within the amounts authorized by the Board of Directors for regular, contingent, or unusual expenses; shall keep a careful record of all artifacts, specimens, works of art, or other physical assets of the Museum or within its custody, or delegate these responsibilities to a qualified designee; supervise all acquisitions, loans, exhibitions, exchanges and the transfer or loan of exhibits or research material; supervise all public announcements affecting policy and the work of committees; conform to the highest professional and ethical standards; and maintain the guidelines set forth by the Board of Directors, and other professional policies adopted by the Museum. The Executive Director may sign bonds, mortgages, and all other contracts and documents, except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors, or by the Bylaws to some other agent of the Museum.

The Director reports to the Board of Directors on all matters involving policy revision and action, and serves as a consultant to the Board on such matters. The Director carries out all policies adopted by the Board and seeks approval in all deviations from established policy. The Director shall serve as an ex officio, non-voting member of the Board of Directors, and shall be a member of and attend all committee meetings, although attendance thereon by the Director shall not be obligatory. The Director shall attend Executive Committee meetings other than those that concern the Director.

Adopted by the Board of Directors November 19, 2019

Orville Petersen  
Vice President

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:

Cross Orchard Development LLC  
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172,  
C.R.S.

The type of entity is: Limited Liability Corporation

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: P.O. Box 400  
Mesa, Co 81643

The name and position of each person authorized to execute instruments conveying,  
encumbering, or otherwise affecting title to real property on behalf of the entity is:

Managing Member

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as  
follows):

Not limited

Other matters concerning the manner in which the entity deals with interests in real  
property:

\_\_\_\_\_

Executed this 21<sup>st</sup> day of September, 2021.

[Signature]  
Signature (Type or Print Name Below)

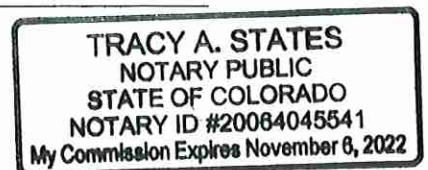
Ted Martin, Managing Member

STATE OF COLORADO )  
 )ss.  
COUNTY OF Mesa )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of  
September, 2021, by Ted Martin (insert name of individual) as  
Managing Member (insert office held or role (President, Vice President or  
member, manager or managing member for LLCs) for Cross Orchard Development LLC (insert  
name of corporation or LLC).

Witness my hand and official seal.  
My commissioner expires: 11/06/2022

Tracy A. States  
Notary Public





OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Cross Orchard Development LLC ("Entity") is the owner of the following property:

(b) No Physical Address - Parcel No. 2943-091-30-004

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) Annexation/Zoning

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: *Ted Martin*

Printed name of person signing: Ted Martin, Managing Member

State of Colorado )

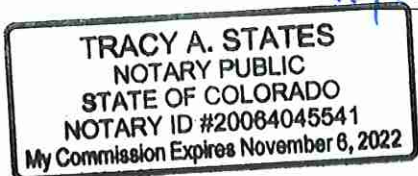
County of Mesa ) ss.

Subscribed and sworn to before me on this 21<sup>st</sup> day of September, 20 21

by Ted Martin, Managing Member

Witness my hand and seal.

My Notary Commission expires on 11/06/2022



Tracy A. States  
Notary Public Signature





SPECIAL WARRANTY DEED

THIS DEED, Made this 16th day of June, 19 89.

between CENTRAL BANK OF GRAND JUNCTION, NATIONAL ASSOCIATION

of the \_\_\_\_\_  
County of Mesa, State of Colorado, grantor(s), and

~~MUSEUM OF WESTERN COLORADO, INC.~~

THE MUSEUM OF WESTERN COLORADO, A COLORADO NON-PROFIT CORPORATION

whose legal address is 248 S. 4th Street, Grand Junction, Colorado 81501

1518794 02:36 PM 06/21/89  
E.SAWYER, CLK&REC MESA COUNTY CO  
DOC \$ 4.00

of the \_\_\_\_\_ County of Mesa, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of FORTY THOUSAND DOLLARS AND NO/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:

SEE ATTACHED EXHIBIT "A"

1523766 12:01 PM 08/28/89  
E.SAWYER, CLK&REC MESA COUNTY CO  
000 NO FEE

THIS DEED IS BEING RE-RECORDED TO CORRECT NAME OF GRANTEE.

also known by street and number as: 3065 F Road  
Grand Junction, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the 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 it self, and its ~~heirs and assigns forever~~ 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), and 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). IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

ATTEST  
CORPORATE SEAL  
LARRY L. HIESERMAN, Secretary  
STATE OF COLORADO

CENTRAL BANK OF GRAND JUNCTION, NATIONAL ASSOCIATION

BY: Ben Coon

Ben Coon, Special Asset Manager

County of Mesa

The foregoing instrument was acknowledged before me this 16th day of June by Ben Coon, Special Asset Manager, and Larry L. Hieserman, Secretary of Central Bank of Grand Junction, National Association

Witness my hand and official seal.

My commission expires 11-8-90

Linda Bartlett  
Notary Public  
P.O. Box 608  
Grand Junction, Colorado 81502

\*If in Denver, insert "City and."\*

Recorder's Note: No Real Property Transfer Document Received By Recorder

EXHIBIT A

The East Half of the Northwest Quarter of the Northeast Quarter and the East 15 feet of the West Half of the Northwest Quarter of the Northeast Quarter of Section Nine (9), Township One (1) South, Range One (1) East of the Ute Meridian, in Mesa County, Colorado; EXCEPT Beginning at a point 531 feet South of the Northeast Corner of the Northwest Quarter of the Northeast Quarter, Section Nine (9), Township One (1) South, Range One (1) East, of the Ute Meridian, thence South 789 feet, thence West 270.4 feet, thence North  $0^{\circ}40'$  East 789 feet more or less to a point 261 feet West of the Point of Beginning, thence East 261 feet to the Point of Beginning;

AND EXCEPT Beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter, Section Nine (9), Township One (1) South, Range One (1) East, of the Ute Meridian, thence South 531 feet, thence West 267 feet, thence North 531 feet, thence East 267 feet to the Point of Beginning;

AND EXCEPT Beginning at point 267 feet West of the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section Nine (9), Township One (1) South, Range One (1) East, of the Ute Meridian, thence South 531 feet, thence West 300 feet, thence North 531 feet, thence East 300 feet to the Point of Beginning,

AND EXCEPT the North 50 feet of the above described parcel of land as conveyed to the County of Mesa by instrument recorded March 23, 1982 in Book 1363 at Page 251, Mesa County, Colorado.



**QUIT CLAIM DEED**

**No Consideration**

**THE MUSEUM OF WESTERN COLORADO, a Colorado nonprofit corporation** (Grantor), whose address is P.O. Box 20000, Grand Junction, CO 81502, for the consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, hereby sells and quitclaims to **VALORY A. SHOBERG and MARK F. SHOBERG, as joint tenants with rights of survivorship** (Grantee), whose legal address is 3067 Patterson Road, Grand Junction, CO 81505, the following real property in Mesa County, Colorado, to wit:

Lot 2, Cross Orchards II Subdivision

known as 3067 Patterson Road, Grand Junction, CO 81505

with all its appurtenances (Property).

Signed this 18<sup>th</sup> day of May, 2021

“GRANTOR”

THE MUSEUM OF WESTERN COLORADO, a Colorado nonprofit corporation

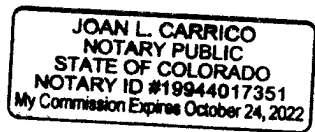
By: *Kata Michaelis*  
Kata Michaelis, Executive Director

STATE OF COLORADO    )  
  )ss.  
COUNTY OF MESA        )

This record was acknowledged before me on May 18, 2021, by Kai Michaelis, the Executive Director of The Museum of Western Colorado, a Colorado nonprofit corporation.

Witness my hand and official seal.  
My Commission expires: 10-24-22

*Joan Carrico*  
Notary Public



This document was approved for recording by the Mesa County Department of Planning and Economic Development.

Planning Project File No.:  
2021-0034

Date: 6/11/21  
*Courtney Patch*  
Planner Signature

### QUIT CLAIM DEED

#### No Consideration

**THE MUSEUM OF WESTERN COLORADO, a Colorado nonprofit corporation** (Grantor), whose address is P.O. Box 20000, Grand Junction, CO 81502, for the consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, hereby sells and quitclaims to **VALORY A. SHOBERG and MARK F. SHOBERG, as joint tenants with rights of survivorship** (Grantee), whose legal address is 3067 Patterson Road, Grand Junction, CO 81505, the following real property in Mesa County, Colorado, to wit:

Lot 3, Cross Orchards Subdivision

known as Vacant Land, Grand Junction, CO 81505

with all its appurtenances (Property).

Signed this 8<sup>th</sup> day of June, 2021

“GRANTOR”

THE MUSEUM OF WESTERN COLORADO, a Colorado nonprofit corporation

By: *Kaia Michaelis*  
Kaia Michaelis, Executive Director

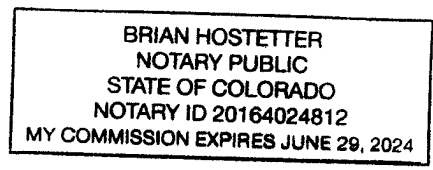
STATE OF COLORADO    )  
  )ss.  
COUNTY OF MESA        )

This record was acknowledged before me on June 8<sup>th</sup>, 2021, by Kaia Michaelis, the Executive Director of The Museum of Western Colorado, a Colorado nonprofit corporation.

Witness my hand and official seal.

My Commission expires: 06/29/2024

*Brian Hostetter*  
Notary Public





# INVOICE

**Land Title Guarantee Company**  
**5975 Greenwood Plaza Blvd Suite 125**  
**Greenwood Village, CO 80111**  
**970-245-0550**

WRIGHTS MESA LLC  
 TED MARTIN  
 PO BOX 400  
 MESA, CO 81643

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 65047745
Our Order Number:	GJ-8122
Our Customer Number:	38744.1
Invoice Requested by:	TED MARTIN
Invoice (Process) Date:	June 17, 2021
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

**Invoice Number: GJ-8122**

Date: June 17, 2021

Order Number: 65047745

Property Address: 3073 AND 3075 PATTERSON RD GRAND JUNCTION 81504

Parties: A Buyer To Be Determined

Invoice Charges		
Service:	TBD Commitment	\$293.00
Ref:	65047745	
Addr:	3073 AND 3075 PATTERSON RD	
Party:	THE MUSEUM OF WESTERN COLORADO, A COLORADO NON-PROFIT CORPORATION, AS TO LOT 1 OF CROSS ORCHARDS SUBDIVISION AND LOT 1 OF CROSS ORCHARDS II SUBDIVISION EVERGREEN MESA LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO LOT 4 OF CROSS ORCHARDS SUBDIVISION	\$150.00
Service:	Additional Parcel	
Ref:		
Addr:		\$443.00
Party:		\$0.00
		\$443.00
Total Amount Invoiced:		
Less Payment(s):		
Balance Due:		
<b>Due and Payable upon receipt</b>		
Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1. Please reference <b>Invoice Number GJ-8122</b> on your Payment		





**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **GJIF65047745**

Date: **06/17/2021**

Property Address: **3073 AND 3075 PATTERSON RD, GRAND JUNCTION, CO 81504**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

---

**For Closing Assistance**

**For Title Assistance**

Land Title Mesa County Title Team  
2454 PATTERSON RD #100  
GRAND JUNCTION, CO 81505  
(970) 245-0550 (Work)  
(970) 245-0089 (Work Fax)  
[gjresponse@ltgc.com](mailto:gjresponse@ltgc.com)

**Buyer/Borrower**

A BUYER TO BE DETERMINED  
Delivered via: Delivered by Realtor

RIVER CITY CONSULTANTS  
Attention: TRACY STATES  
215 PITKIN AVE UNIT 201  
GRAND JUNCTION, CO 81501  
(970) 241-4722 (Work)  
(970) 241-8841 (Work Fax)  
tstates@rccwest.com  
Delivered via: Electronic Mail

**Seller/Owner**

THE MUSEUM OF WESTERN COLORADO  
Attention: KAIA MICHAELLS, EXECUTIVE DIRECTOR  
kmichaelis@westcomuseum.org  
Delivered via: Electronic Mail

TED MARTIN  
Attention: TED MARTIN  
PO BOX 400  
MESA, CO 81643  
(970) 260-8064 (Work)  
(970) 242-4446 (Work Fax)  
agenttedmartin@gmail.com  
Delivered via: Electronic Mail



**Land Title Guarantee Company  
Estimate of Title Fees**

Order Number: **GJIF65047745**

Date: **06/17/2021**

Property Address: **3073 AND 3075 PATTERSON RD, GRAND JUNCTION, CO 81504**

Parties: **A BUYER TO BE DETERMINED**

**THE MUSEUM OF WESTERN COLORADO, A COLORADO NON-PROFIT CORPORATION, AS TO LOT 1 OF CROSS ORCHARDS SUBDIVISION AND LOT 1 OF CROSS ORCHARDS II SUBDIVISION EVERGREEN MESA LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO LOT 4 OF CROSS ORCHARDS SUBDIVISION**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"TBD" Commitment	\$293.00
Additional Parcel	\$150.00
	<b>Total \$443.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Mesa county recorded 06/21/1989 under reception no. 1518794 at book 1747 page 436](#)

[Mesa county recorded 08/28/1989 under reception no. 1523766 at book 1756 page 89](#)

[Mesa county recorded 03/12/1993 under reception no. 1631947 at book 1960 page 985](#)

[Mesa county recorded 06/11/2021 under reception no. 2985339](#)

[Mesa county recorded 06/16/2021 under reception no. 2986091](#)

**Plat Map(s):**

[Mesa county recorded 10/25/2019 under reception no. 2900417](#)

[Mesa county recorded 06/11/2021 under reception no. 2985337](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: GJIF65047745

**Property Address:**

3073 AND 3075 PATTERSON RD, GRAND JUNCTION, CO 81504

**1. Effective Date:**

06/14/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

THE MUSEUM OF WESTERN COLORADO, A COLORADO NON-PROFIT CORPORATION, AS TO LOT 1 OF CROSS ORCHARDS SUBDIVISION AND LOT 1 OF CROSS ORCHARDS II SUBDIVISION EVERGREEN MESA LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO LOT 4 OF CROSS ORCHARDS SUBDIVISION

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

LOTS 1 AND 4 OF CROSS ORCHARDS SUBDIVISION,

AND

LOT 1 OF CROSS ORCHARDS II SUBDIVISION,

ALL IN COUNTY OF MESA, STATE OF COLORADO.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** GJIF65047745

**All of the following Requirements must be met:**

**This 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.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**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.**

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

1. RELEASE OF CERTIFICATE OF NON COMPLIANCE OF THE UNIFORM BUILDING CODE, 1994 EDITION RECORDED JANUARY 04, 1999 IN BOOK 2534 AT PAGE [152](#) UNDER RECEPTION NO. [1881972](#).
2. RELEASE OF CERTIFICATE OF NON COMPLIANCE OF THE INTERNATIONAL BUILDING CODE, 2000 EDITION; OF THE INTERNATIONAL RESIDENTIAL CODE, 2000 EDITION RECORDED OCTOBER 31, 2003 IN BOOK 3519 AT PAGE [411](#) UNDER RECEPTION NO. [2156561](#).
3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR EVERGREEN MESA LLC RECORDED APRIL 20, 2021 AT RECEPTION NO. [2977380](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES TED MARTIN AS THE MANAGING MEMBER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

## ALTA COMMITMENT

Old Republic National Title Insurance Company

### Schedule B, Part II

#### (Exceptions)

Order Number: GJIF65047745

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, 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 records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE 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 JANUARY 8, 1892 IN BOOK 11 AT PAGE [146](#) UNDER RECEPTION NO. [12984](#) (AFFECTS E $\frac{1}{2}$  NE $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN) AND MAY 04, 1895 IN BOOK 11 AT PAGE [384](#) UNDER RECEPTION NO. [20754](#) (AFFECTS W $\frac{1}{2}$  NE $\frac{1}{4}$  OF SAID SECTION 9).
9. RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED JANUARY 8, 1892 IN BOOK 11 AT PAGE [146](#) UNDER RECEPTION NO. [12984](#) (AFFECTS E $\frac{1}{2}$  NE $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN) AND MAY 04, 1895 IN BOOK 11 AT PAGE [384](#) UNDER RECEPTION NO. [20754](#) (AFFECTS W $\frac{1}{2}$  NE $\frac{1}{4}$  OF SAID SECTION 9).
10. RIGHT OF WAY FOR WASTE DITCH, AND RIGHTS INCIDENTAL THERETO, AS DISCLOSED IN WARRANTY DEED RECORDED JANUARY 18, 1907 IN BOOK 118 AT PAGE [379](#) UNDER RECEPTION NO. [65075](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GJIF65047745

11. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT, GRANTED TO THE COLORADO TELEPHONE CO., RECORDED MARCH 28, 1911 IN BOOK 175 AT PAGE [14](#) UNDER RECEPTION NO. [98099](#).  
NOTE: SAID EASEMENT WAS CONVEYED BY THE COLORADO TELEPHONE CO. TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN DEED RECORDED AUGUST 5, 1911 IN BOOK 175 AT PAGE [78](#) UNDER RECEPTION NO. [100599](#).
12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, PERTAINING TO ZONING, RECORDED JUNE 30, 1977 UNDER RECEPTION NO. [1136106](#). (AFFECTS LOT 1 OF CROSS ORCHARDS SUBDIVISION)
13. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, BUT OMITTING THEREFROM ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 17, 1978 UNDER RECEPTION NO. [1176809](#) IN BOOK 1174 AT PAGE [618](#). THE PROVISIONS OF SAID COVENANTS, CONDITIONS AND RESTRICTIONS WERE EXTENDED TO INCLUDE THE HEREIN DESCRIBED LAND BY AN INSTRUMENTS RECORDED AUGUST 8, 1980 UNDER RECEPTION NO. [1230890](#) IN BOOK 1269 AT PAGE [390](#) AND DECEMBER 30, 1980 UNDER RECEPTION NO. [1244308](#) IN BOOK 1291 AT PAGE [318](#). (AFFECTS LOT 1 OF CROSS ORCHARDS SUBDIVISION)
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EASTBROOK SUBDIVISION FILING NO. THREE RECORDED SEPTEMBER 18, 1979 UNDER RECEPTION NO. [1203222](#).
15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF A REPLAT OF LOTS 1 THRU 3 AND 14 THRU 19 BLOCK ELEVEN, LOTS 1 THRU 7 BLOCK TWELVE AND LOTS 5 THRU 7 BLOCK FIFTEEN EASTBROOK SUBDIVISION FILING NO. THREE RECORDED OCTOBER 17, 1980 UNDER RECEPTION NO. [1237609](#).
16. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF UTILITY EASEMENT, GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, RECORDED APRIL 28, 1981 UNDER RECEPTION NO. [1255093](#) IN BOOK 1309 AT PAGE [852](#). (AFFECTS LOT 1 OF CROSS ORCHARDS SUBDIVISION)
17. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF POWER OF ATTORNEY, DESIGNATING THE CITY CLERK OF THE CITY OF GRAND JUNCTION AS ATTORNEY IN FACT FOR ANNEXATION TO THE CITY OF GRAND JUNCTION, RECORDED JANUARY 28, 1994 IN BOOK 2045 AT PAGE [149](#) UNDER RECEPTION NO. [1669574](#).
18. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF POWER OF ATTORNEY, DESIGNATING THE CITY CLERK OF THE CITY OF GRAND JUNCTION AS ATTORNEY IN FACT FOR ANNEXATION TO THE CITY OF GRAND JUNCTION, RECORDED JANUARY 28, 1994 IN BOOK 2045 AT PAGE [151](#) UNDER RECEPTION NO. [1669575](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GJIF65047745

19. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF POWER OF ATTORNEY, DESIGNATING THE CITY CLERK OF THE CITY OF GRAND JUNCTION AS ATTORNEY IN FACT FOR ANNEXATION TO THE CITY OF GRAND JUNCTION, RECORDED JANUARY 28, 1994 IN BOOK 2045 AT PAGE [157](#) UNDER RECEPTION NO. [1669578](#).
20. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AGREEMENT AND GRANT OF EASEMENT, IN FAVOR OF THE PALISADE IRRIGATION DISTRICT, RECORDED JUNE 30, 1994 IN BOOK 2082 AT PAGE [655](#) UNDER RECEPTION NO. [1687358](#).
21. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AGREEMENT AND GRANT OF EASEMENT, IN FAVOR OF THE PALISADE IRRIGATION DISTRICT, RECORDED JUNE 30, 1994 IN BOOK 2082 AT PAGE [737](#) UNDER RECEPTION NO. [1687378](#); TOGETHER WITH LOCATION MAP AND SURVEY DESCRIPTION RECORDED JUNE 24, 1999 IN BOOK 2602 AT PAGE [363](#) UNDER RECEPTION NO. [1908398](#).
22. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AGREEMENT AND GRANT OF EASEMENT, IN FAVOR OF THE PALISADE IRRIGATION DISTRICT, RECORDED JUNE 30, 1994 IN BOOK 2082 AT PAGE [742](#) UNDER RECEPTION NO. [1687379](#); TOGETHER WITH LOCATION MAP AND SURVEY DESCRIPTION RECORDED JUNE 24, 1999 IN BOOK 2602 AT PAGE [362](#) UNDER RECEPTION NO. [1908397](#).
23. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS EXISTING BY REASON OF INCLUSION IN CLIFTON WATER DISTRICT AS EVIDENCED BY MAP, RECORDED DECEMBER 21, 2009 IN BOOK 4956 AT PAGE [350](#) UNDER RECEPTION NO. [2516591](#).
24. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF VERIFIED PETITION, IN THE MATTER OF THE PETITION OF THE CITY OF GRAND JUNCTION, A HOME RULE CITY, FOR THE EXCLUSION OF CERTAIN TERRITORY FROM THE CLIFTON FIRE PROTECTION DISTRICT, RECORDED FEBRUARY 26, 2010 UNDER RECEPTION NO. [2524609](#) IN BOOK 4983 AT PAGE [314](#).
25. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF MEMORANDUM OF LEASE, DATED OCTOBER 19, 2017 BY AND BETWEEN MUSEUM OF WESTERN COLORADO, AS LANDLORD, AND ATLAS TOWER 1, LLC, AS TENANT, RECORDED APRIL 09, 2018 UNDER RECEPTION NO. [2836416](#).
26. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT AGREEMENT, WITH GRAND VALLEY DRAINAGE DISTRICT, RECORDED JULY 25, 2019 UNDER RECEPTION NO. [2888576](#).
27. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROSS ORCHARDS SUBDIVISION RECORDED OCTOBER 25, 2019 UNDER RECEPTION NO. [2900417](#).
28. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT DEED AND AGREEMENT, RECORDED OCTOBER 25, 2019 UNDER RECEPTION NO. [2900418](#).
29. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RESOLUTION PLANNING DEPARTMENT FILING NO. 2020-0044 AV, ZONING VARIANCE REQUEST BY THE MUSEUM OF WESTERN COLORADO TO INCREASE THE SQUARE FOOTAGE OF SIGNAGE LOCATED AT 3073 PATTERSON ROAD, GRAND JUNCTION, COLORADO 81504, RECORDED MAY 19, 2020 UNDER RECEPTION NO. [2924832](#).



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** GJIF65047745

30. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RESOLUTION PLANNING DEPARTMENT FILING NO. 2020-0044 AV, ZONING VARIANCE REQUEST BY THE MUSEUM OF WESTERN COLORADO TO INCREASE THE SQUARE FOOTAGE OF SIGNAGE ALLOWED AT 3073 PATTERSON ROAD, GRAND JUNCTION, COLORADO 81504, RECORDED MAY 19, 2020 UNDER RECEPTION NO. [2924832](#).
31. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROSS ORCHARDS II SUBDIVISION RECORDED JUNE 11, 2021 UNDER RECEPTION NO. [2985337](#).
32. ANY AND ALL UNRECORDED LEASES AND/OR TENANCIES IN EXISTENCE.



## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee 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 Lenders 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 material-men 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 un-filed mechanic's and material-men'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 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:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Company

### 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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, 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.
- (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>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
 Land Title Guarantee Company  
 3033 East First Avenue Suite 600  
 Denver, Colorado 80206  
 303-321-1880



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
 A Stock Company  
 400 Second Avenue South, Minneapolis, Minnesota 55401  
 (612) 371-1111

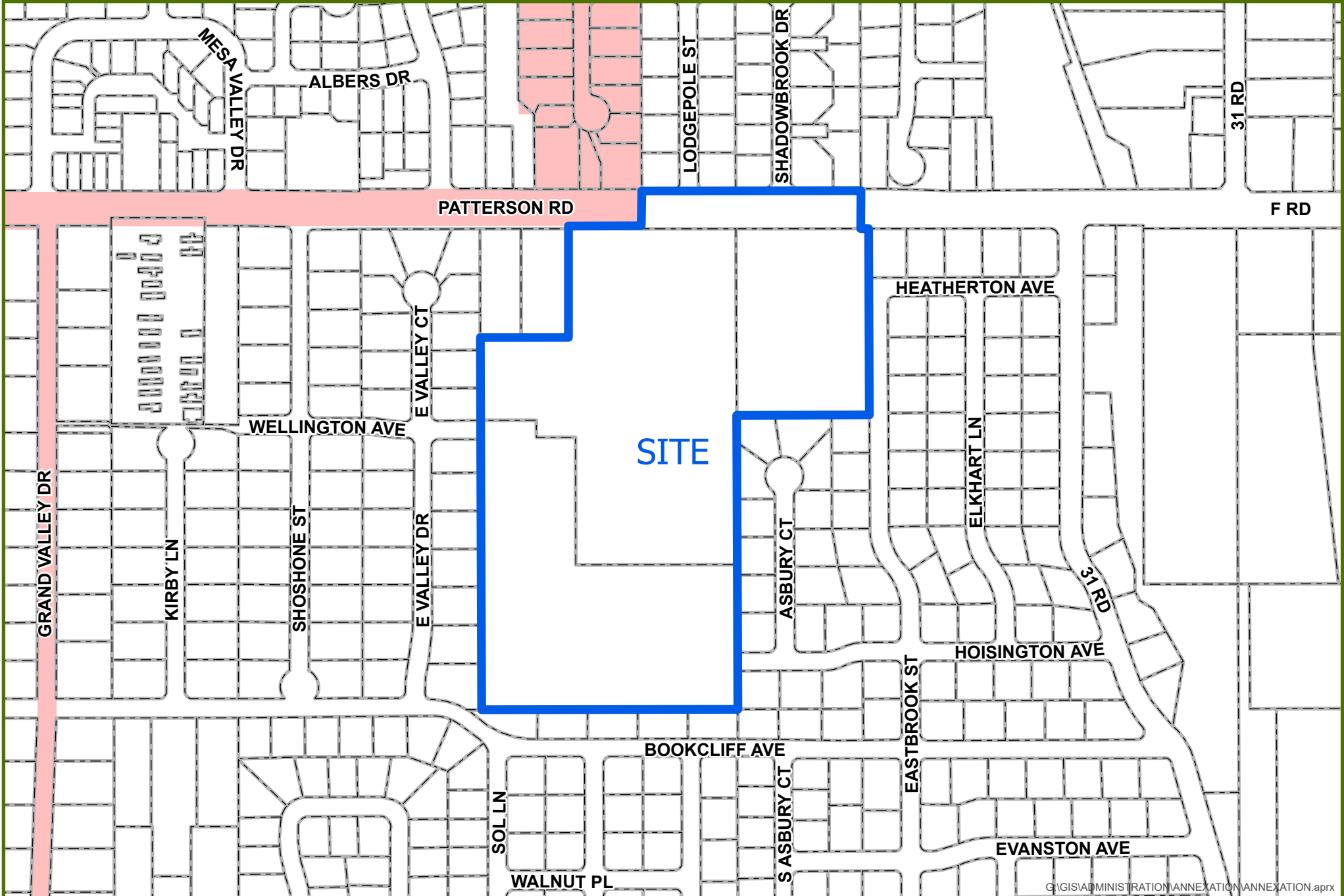
By  President  
 Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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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# CROSS ORCHARDS ANNEXATION



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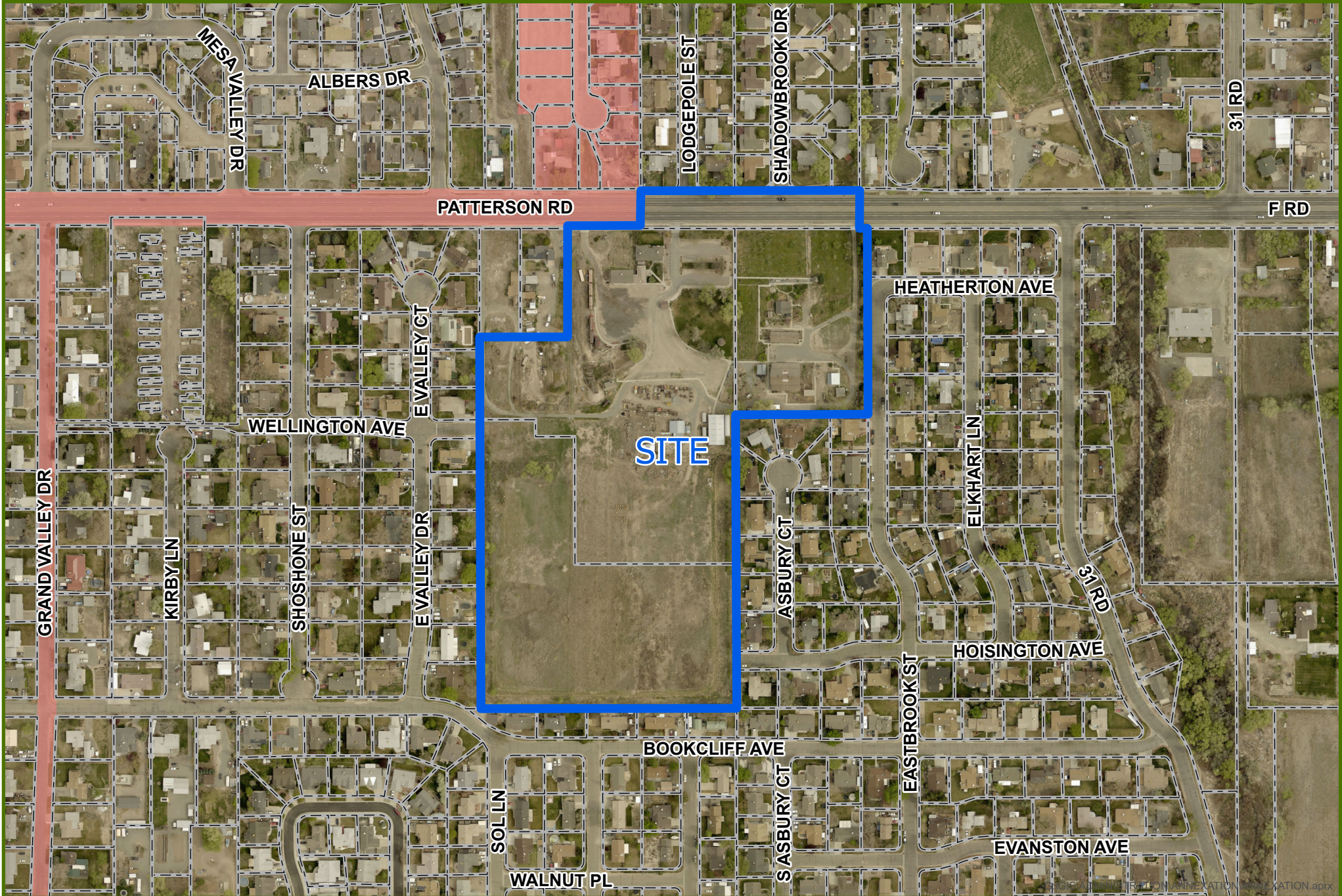


0 0.05 0.1 Miles

 Annexation  City Limits



# CROSS ORCHARDS ANNEXATION



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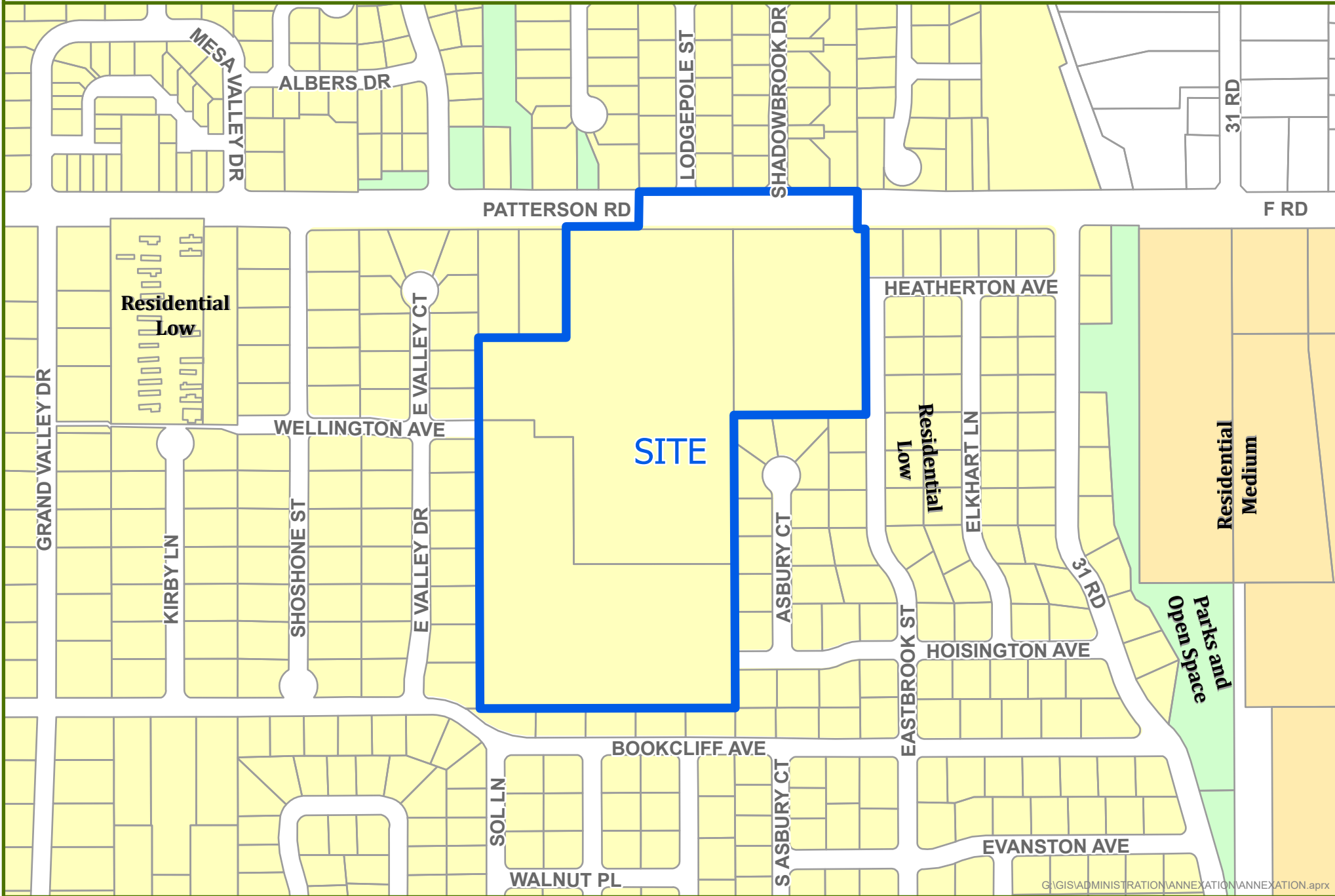
Annexation



City Limits



# CROSS ORCHARDS ANNEXATION - LAND USE



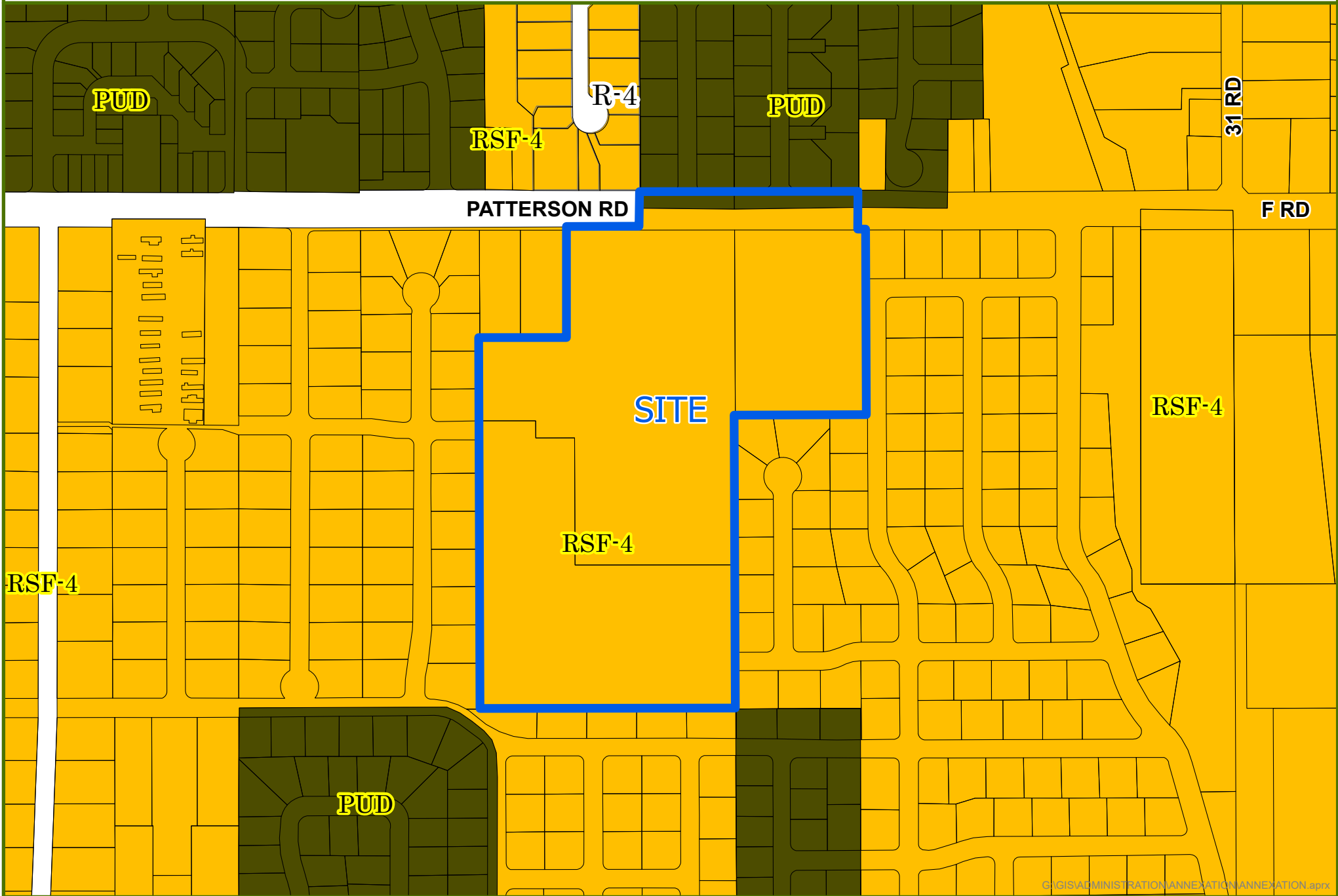
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 Annexation Boundary

# CROSS ORCHARDS ANNEXATION - ZONING



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 Annexation

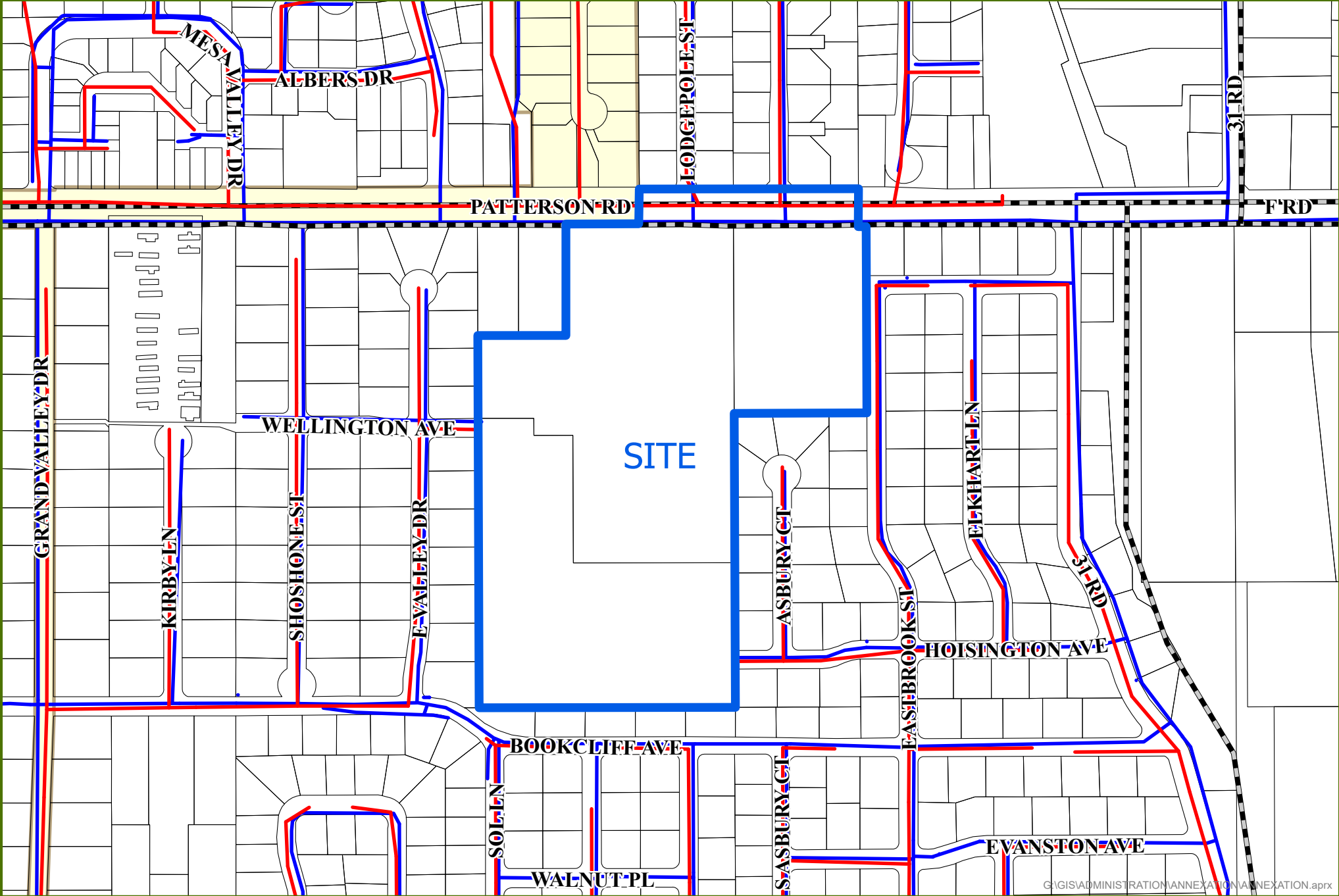
City Zoning  
Packet Page 89

**County Zoning**

Date Created: 9/27/2021



# CROSS ORCHARDS ANNEXATION - UTILITIES



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0 0.05 0.1 Miles

NON-CITY FIBER SEWER CLIFTON WATER CITY LIMITS

Date Created: 9/27/2021







**Looking South from Patterson Road**



**Looking East from Wellington Avenue**



**Looking West from Hoisington Avenue**

**CROSS ORCHARD ANNEXATION SCHEDULE**

<b>October 20, 2021</b>	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
<b>November 9, 2021</b>	Planning Commission considers Zone of Annexation
<b>November 17, 2021</b>	Introduction of a Proposed Ordinance on Zoning by City Council
<b>December 1, 2021</b>	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
<b>January 2, 2022</b>	Effective date of Annexation and Zoning

**ANNEXATION SUMMARY**

<b>File Number:</b>	ANX-2021-438	
<b>Location:</b>	3073 & 3075 Patterson Road & 2943-091-30-004, a parcel with no physical address	
<b>Tax ID Numbers:</b>	2943-091-31-001, 2943-091-30-001, 2943-091-30-004	
<b># of Parcels:</b>	3	
<b>Existing Population:</b>	0	
<b># of Parcels (owner occupied):</b>	0	
<b># of Dwelling Units:</b>	0	
<b>Acres land annexed:</b>	22.68	
<b>Developable Acres Remaining:</b>	8 acres for proposed residential development between 5.5 to 8 Du/ac	
<b>Right-of-way in Annexation:</b>	Patterson Road = 0.57 acres (250 linear feet of the full width of Patterson Road)	
<b>Previous County Zoning:</b>	RSF-4	
<b>Proposed City Zoning:</b>	R-4 for 1 parcel (8-ac) proposed future residential development and CSR for 2 parcels (14-ac) for museum	
<b>Current Land Use:</b>	Museum	
<b>Future Land Use:</b>	Residential Low	
<b>Values:</b>	<b>Assessed:</b>	\$215,510 (note \$80,140 Assessed for Private property)
	<b>Actual:</b>	\$743,140 (note \$276,350 Actual for Private property)
<b>Address Ranges:</b>	3071 thru 3081 (odd only) Patterson Road	
<b>Special Districts:</b>	<b>Water:</b>	Clifton Water & Ute Water
	<b>Sewer:</b>	City
	<b>Fire:</b>	Clifton Fire Protection
	<b>Irrigation/Drainage:</b>	Grand Valley Irrigation Company and Grand Valley Drainage
	<b>School:</b>	District 51
	<b>Pest:</b>	Grand River Mosquito District
	<b>Other:</b>	Colorado River Water Conservancy







**Cross Orchards Annexation/Zoning  
Located 3073 and 3075 Patterson Road and an Unaddressed Parcel, Grand Junction, CO  
(Parcel No. 2943-091-30-001, 002 and 004)**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING  
THURSDAY, FEBRUARY 11, 2021 @ 5:30 PM  
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Annexation/Zoning was held Wednesday, May 19, 2021, via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on May 6, 2021, per the mailing list received from the City of Grand Junction. There were five attendees including Tracy States, Project Coordinator, with River City Consultants, Scott Peterson, Senior Planner with the City of Grand Junction, Ted Martin, Cross Orchard Development, LLC, the Developer, Kaia Michaelis, Executive Director with the Museum of Western Colorado, Owner, and Jim Tripe from the general public (3077 Hoisington Avenue).

The meeting included a presentation, given by Tracy States, and a question-and-answer session. Information about the project presented the proposed annexation and zoning of the three parcels. It was explained that the two parcels located at 3073 and 3075 Patterson Road would be zoned CSR (Community Services Recreational) to preserve the Cross Orchards Farm Museum. It was advised that 3075 Patterson Road was added to the project so that all of the Museum property would be under the same jurisdiction. Tracy explained that the unaddressed parcel to the south would be zoned R-4 which is the same as the existing County zoning of RSF-4 and would be developed with approximately 28 single-family residential lots. A Preliminary Plan of the proposed development was presented.

Mr. Tripe wanted to know when construction would begin. Scott Peterson verified the municipal process and the public hearing process for the rezone and that the subdivision process would be administrative with no further meetings. He explained that it would likely be next spring before construction would begin. Mr. Tripe wanted to know what the setbacks were in the R-4 zone district as he was concerned how close a new home would be to his. Scott advised him of the setbacks and explained that it would be a 7' side setback on the new lot and whatever distance his home.

Mr. Tripe's other concerns were with regards to fencing, the type of housing and increased traffic in front of his house with the extension of Hoisington Avenue. Ted Martin advised there would likely be vinyl perimeter fencing and that most of the product would be single-story housing ranging from 1,600 to 1,800 square feet. He did add that if someone wanted a two-story home, they would build a two-story but there likely wouldn't be many. Tracy added that yes, traffic would increase but there were no other connectivity points except for Hoisington Avenue to the east and Wellington Avenue to the west.

The meeting adjourned at approximately 5:50 PM.

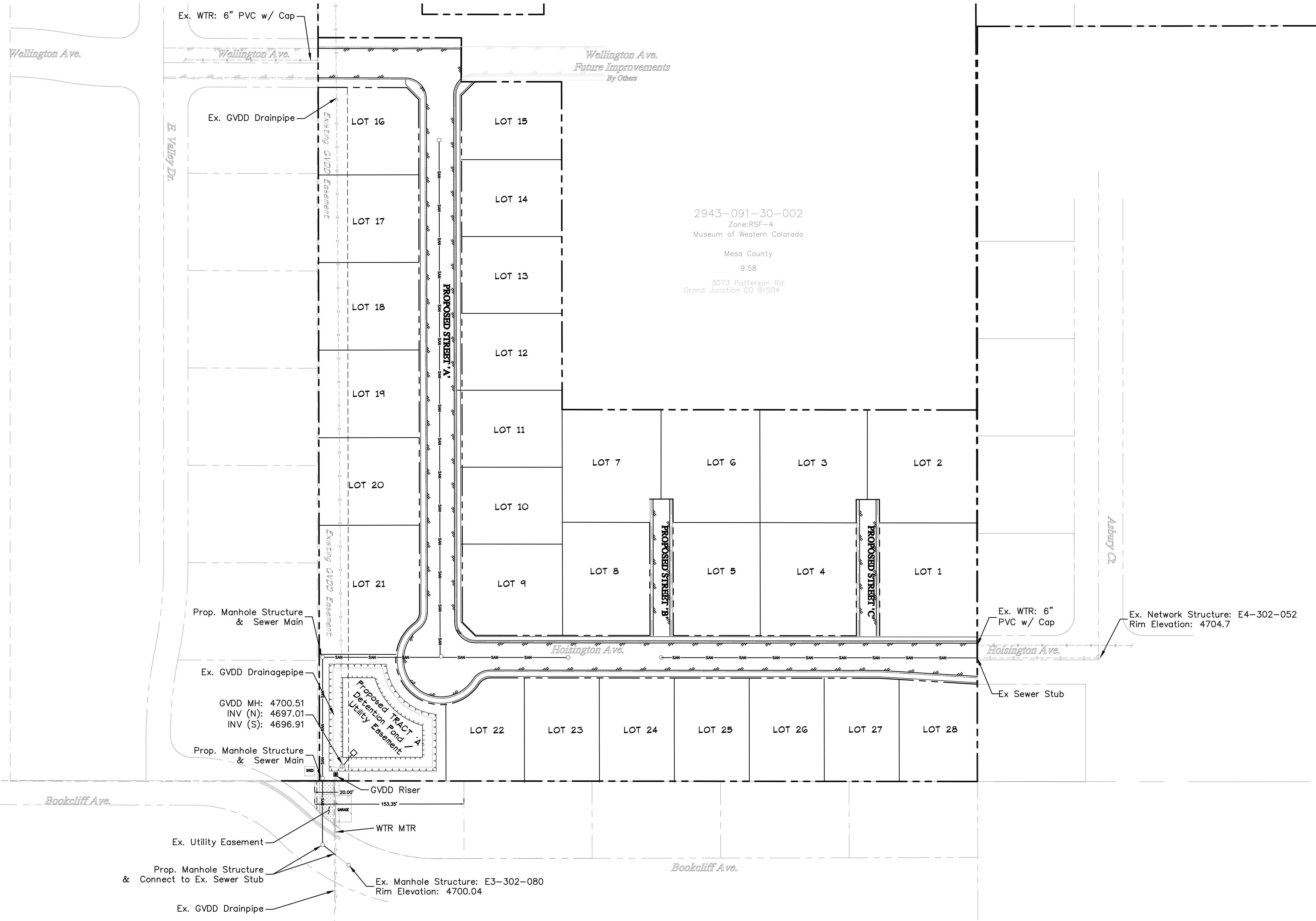


# Cross Orchards Annexation



Printed: 5/19/2021  
1 inch equals 188 feet  
Scale: 1:2,257





**811**  
UNCC  
Know what's below.  
Call before you dig.  
www.uncc.org  
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**Project Benchmark**

Northing:  
Easting:  
Elevation:  
Datum Source:

**SCALE**

50 0 25 50 100  
( IN FEET )  
CONTOUR INTERVAL = 1 FOOT  
ORIGINAL SHEET SIZE: 22 x 34

REVISIONS		
NO.	DATE	DESCRIPTION
1	2021.04.14	Added: 1) GVDD Drainpipe, 2) Easement Hatch, 3) Ex Structures, 4) Ex Water & Sewer

**PRELIMINARY**

**RIVER CITY CONSULTANTS**  
215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
www.rcwest.com  
Phone: 970.241.4722  
Fax: 970.241.8841

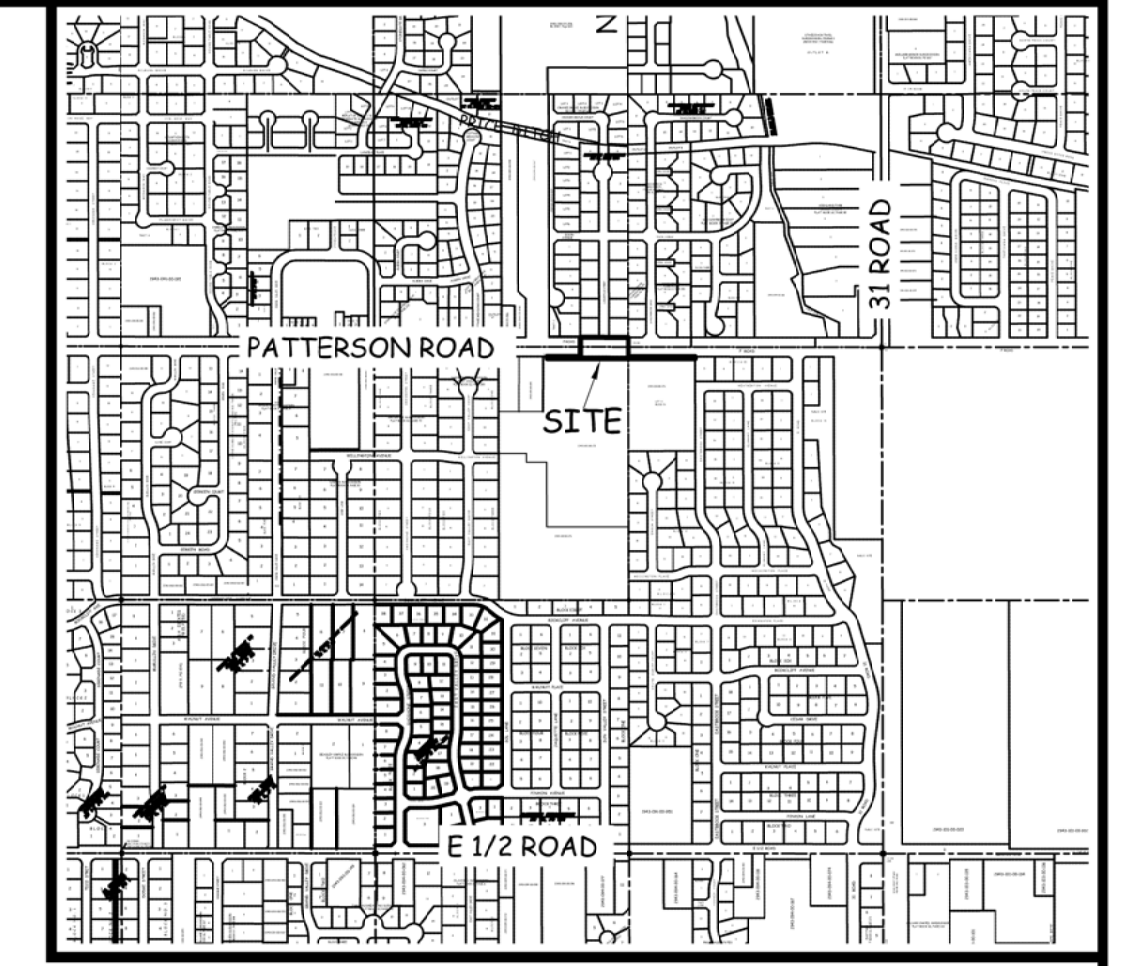
PROJECT #: 1993-001  
DATE ISSUED: 04.07.2021  
DRAWN BY: jw  
CHECKED BY: jw  
HORIZ: AS SHOWN  
VERT: N/A

**TED MARTIN**  
Cross Orchards  
Sanitary Sewer Exhibit

Exhibit 1

# CROSS ORCHARDS ANNEXATION NO. 1

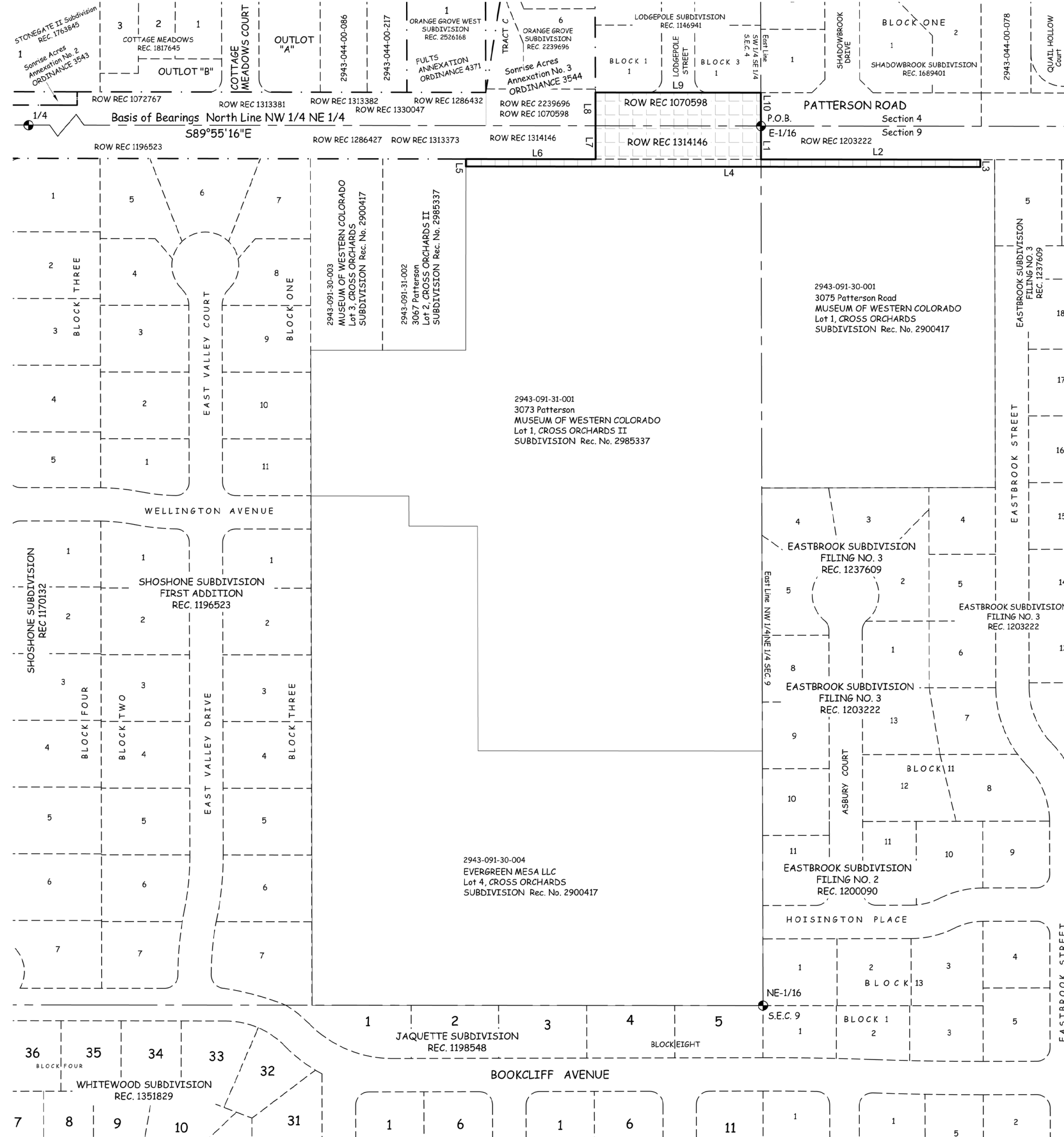
LYING IN THE N 1/2 NE 1/4 OF SECTION 9 and the SW 1/4 SE 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

### Line Table

LINE	BEARING	HORIZ DIST
L1	S 0°07'50" E	50.00'
L2	S 89°56'49" E	328.63'
L3	S 0°09'09" E	11.00'
L4	N 89°56'49" W	771.00'
L5	N 0°02'24" E	11.20'
L6	S 89°55'16" E	194.34'
L7	N 0°08'10" W	50.00'
L8	N 0°07'31" W	50.00'
L9	S 89°55'16" E	248.00'
L10	S 0°07'31" E	50.00'



### DESCRIPTION

A parcel of land lying in the North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 9 and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 4, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being portions of Right of Way Parcels described at Reception Number 1070598 and 1314146 and portions of Lot 1, CROSS ORCHARDS II SUBDIVISION same as filed under Reception Number 2985337 and Lot 1, CROSS ORCHARDS SUBDIVISION same as filed under Reception Number 2900417 and being more particularly described as follows:

**BEGINNING** at the East 1/16 Corner of said Section 9 and Section 4, Township 1 South, Range 1 East, Ute Meridian and assuming the North Line of the NW 1/4 NE 1/4 of said Section 9 bears S89°55'16"E with all other bearings herein being relative thereto; thence S00°07'50"E along the east line of said NW 1/4 NE 1/4 of Section 9 a distance of 50.00 feet to the northwest corner of said Lot 1, CROSS ORCHARDS SUBDIVISION; thence S89°56'49"E along the north line of said Lot 1, CROSS ORCHARDS SUBDIVISION a distance of 328.63 feet; thence S00°09'09"E a distance of 11.00 feet; thence N89°56'49"W a distance of 771.00 feet to a point on the west line of said Lot 1, CROSS ORCHARDS II SUBDIVISION; thence N00°02'24"E a distance of 11.20 feet to the Northwest corner of said Lot 1, CROSS ORCHARDS II SUBDIVISION also being a point on the south line of SONRISE ACRES ANNEXATION No. 3; thence along the boundary of said SONRISE ACRES ANNEXATION No. 3 for the following three (3) courses: S89°55'16"E, a distance of 194.34 feet; thence N00°08'10"W a distance of 50.00 feet; thence N00°07'31"W a distance of 50.00 feet to a point on the north line of said Right of Way Parcel described at Reception Number 1070598; thence S89°55'16"E along the north line of said Right of Way Parcel described at Reception Number 1070598 a distance of 248.00 feet to a point on the east line of the SW 1/4 SE 1/4 of said Section 4; thence S00°07'31"E along said east line SW 1/4 SE 1/4 Section 4 a distance of 50.00 feet to the to the Point of Beginning.

Containing 33323 Square Feet, or 0.77 Acres, more or less, as described.

### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
ROW	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
∠	CENTRAL ANGLE
RAD	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CHB	CHORD BEARING
BLK	BLOCK
PB	PLAT BOOK
BK	BOOK
PG	PAGE
REC.	RECEPTION

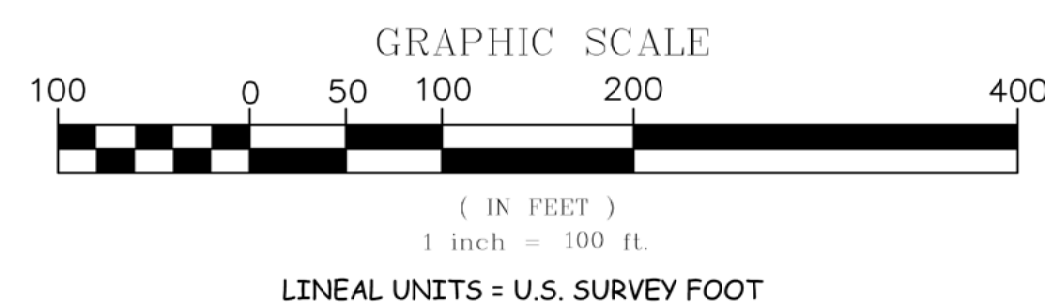
The Sketch and Description contained herein have been derived from subdivision plats, deed descriptions and Deposited Land Survey Plats as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

Renee B. Parent, PLS No. 38266  
Professional Land Surveyor for the  
City of Grand Junction

DATE: \_\_\_\_\_

AREA OF ANNEXATION	
ANNEXATION PERIMETER	1764.16 FT.
CONTIGUOUS PERIMETER	294.34 FT.
AREA IN SQUARE FEET	33323
AREA IN ACRES	0.77
24800 SQ. FT OR 0.57 ACRES LIES IN THE PATTERSON ROAD R.O.W.	

LEGEND	
ANNEXATION BOUNDARY	—————
EXISTING CITY LIMITS	—————



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

EFFECTIVE DATE \_\_\_\_\_

THIS IS NOT A BOUNDARY SURVEY

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.

DRAWN BY	R.B.P.	DATE	08-30-2021
DESIGNED BY		DATE	
CHECKED BY	M.G.	DATE	09-08-2021
APPROVED BY		DATE	

SCALE  
1" = 100'



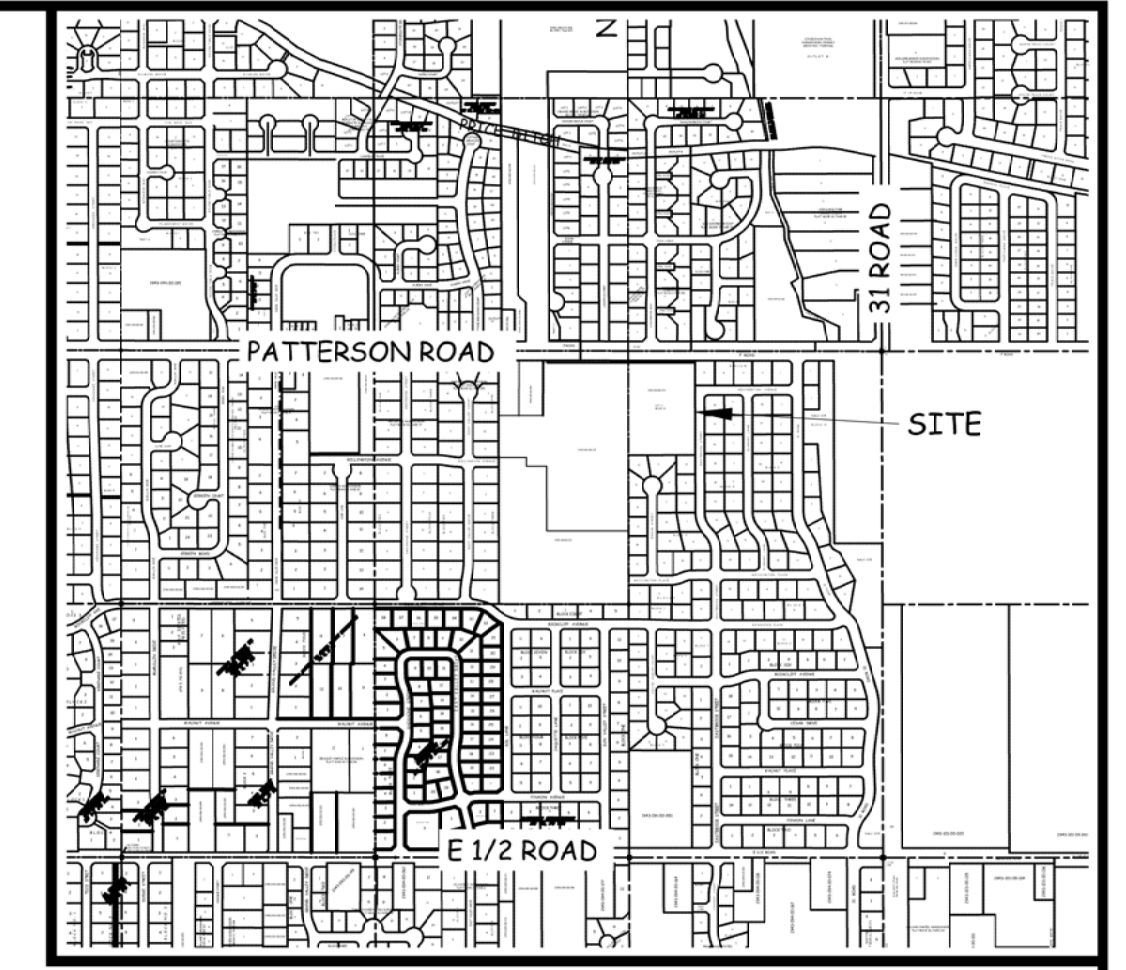
PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

CROSS ORCHARDS  
ANNEXATION NO. 1



# CROSS ORCHARDS ANNEXATION NO. 2

LYING IN THE N 1/2 NE 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN  
COUNTY OF MESA, STATE OF COLORADO



LOCATION MAP: NOT-TO-SCALE

## DESCRIPTION

A parcel of land lying in the North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 9, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being portions of Lot 1, CROSS ORCHARDS II SUBDIVISION same as filed under Reception Number 2985337 and Lots 1 and 4, CROSS ORCHARDS SUBDIVISION same as filed under Reception Number 2900417 and being more particularly described as follows:

COMMENCING at the East 1/16 Corner of said Section 9 and Section 4, Township 1 South, Range 1 East, Ute Meridian and assuming the North Line of the NW 1/4 NE 1/4 of said Section 9 bears S89°55'16"E with all other bearings herein being relative thereto: thence S00°07'50"E along the east line of said NW 1/4 NE 1/4 a distance of 50.00 feet to the northwest corner of said Lot 1, CROSS ORCHARDS SUBDIVISION; thence S89°56'49"E a distance of 328.63 feet along the north line of said Lot 1, CROSS ORCHARDS SUBDIVISION to the Point of Beginning also being a point on the boundary of CROSS ORCHARDS ANNEXATION NO. 1; thence continuing S89°56'49"E a distance of 21.41 feet to the Northeast corner of said Lot 1, CROSS ORCHARDS SUBDIVISION; thence S00°09'10"E a distance of 491.49 feet; thence S89°52'17"W a distance of 350.23 feet to a point on said east line of the NW 1/4 NE 1/4 Section 9; thence S00°05'32"E a distance of 775.83 feet to the Northeast 1/16 corner of said Section 9; thence N89°58'15"W a distance of 675.80 feet; thence N00°05'29"W a distance of 981.98 feet; thence N89°58'04"E a distance of 232.46 feet; thence N00°02'24"E a distance of 275.38 feet to a point on the south line of said CROSS ORCHARDS ANNEXATION NO. 1; thence along said south line of CROSS ORCHARDS ANNEXATION NO. 1 for the following two (2) courses: S89°56'49"E a distance of 771.00 feet; N0°09'09"W a distance of 11.00 feet to the Point of Beginning.

Containing 954298 Square Feet, or 21.91 Acres, more or less, as described.

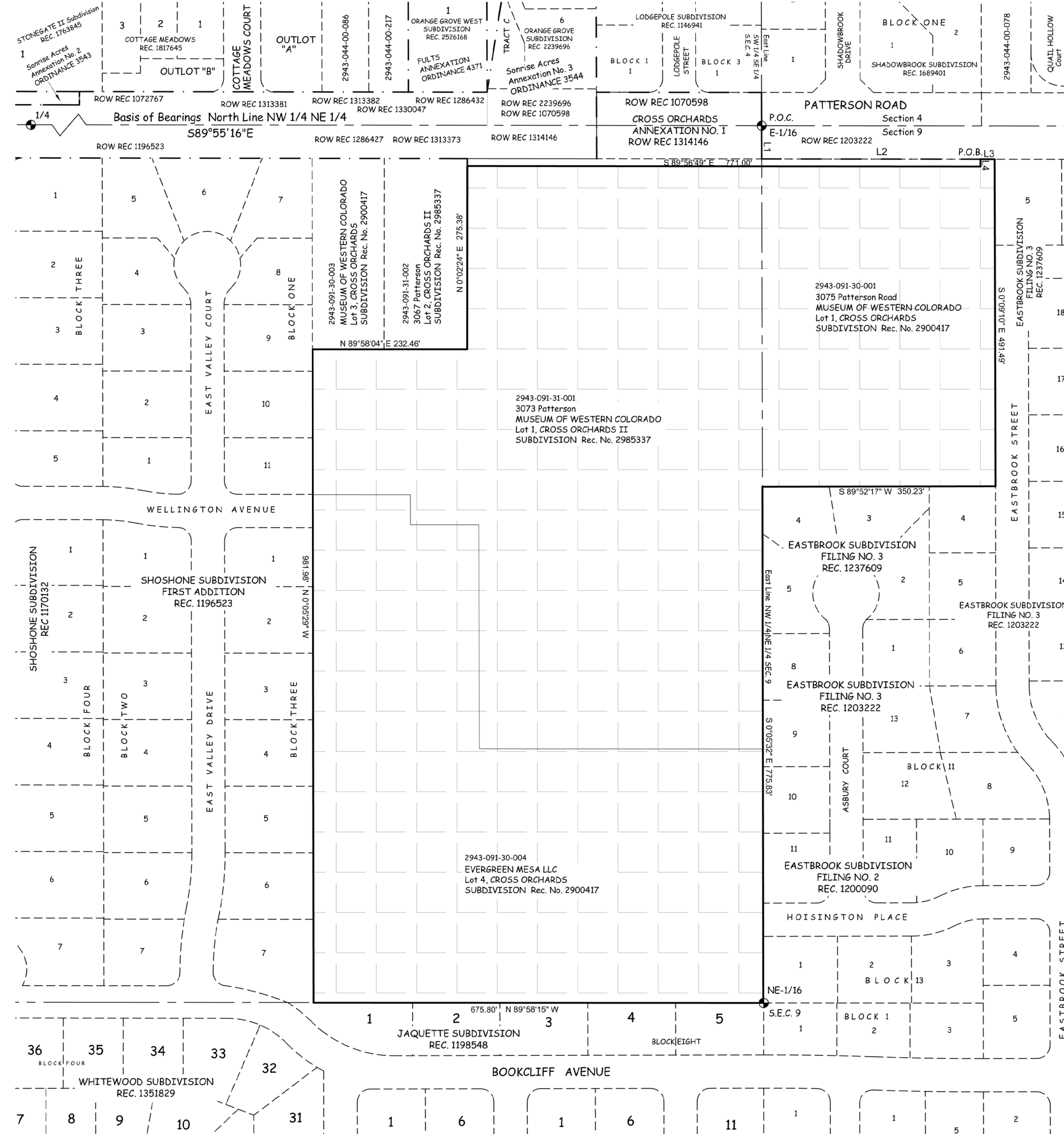
### ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
ROW	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
∠	CENTRAL ANGLE
RAD	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CHB	CHORD BEARING
BLK	BLOCK
PB	PLAT BOOK
BK	BOOK
PG	PAGE
REC.	RECEPTION

The Sketch and Description contained herein have been derived from subdivision plats, deed descriptions and Deposited Land Survey Plats as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

Line Table

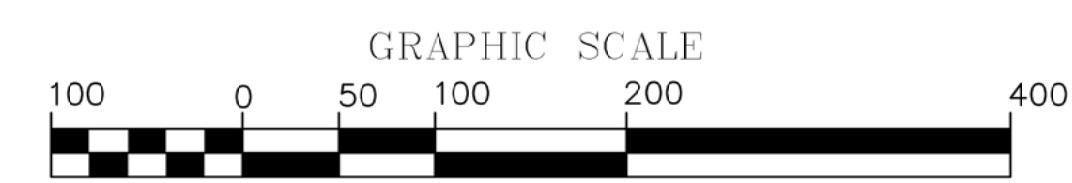
LINE	BEARING	HORIZ DIST
L1	S 0°07'50" E	50.00'
L2	S 89°56'49" E	328.63'
L3	S 89°56'49" E	21.41'
L4	N 0°09'09" W	11.00'



### AREA OF ANNEXATION

ANNEXATION PERIMETER	4586.58 FT.
CONTIGUOUS PERIMETER	782 FT.
AREA IN SQUARE FEET	954298
AREA IN ACRES	21.91

### LEGEND



( IN FEET )  
1 inch = 100 ft.  
LINEAL UNITS = U.S. SURVEY FOOT

ORDINANCE NO.

EFFECTIVE DATE

Renee B. Parent, PLS No. 38266  
Professional Land Surveyor for the  
City of Grand Junction

DATE: \_\_\_\_\_

THIS IS NOT A BOUNDARY SURVEY

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.

DRAWN BY	R.B.P.	DATE	08-30-2021
DESIGNED BY		DATE	
CHECKED BY	M.G.	DATE	09-08-2021
APPROVED BY		DATE	

SCALE  
1" = 100'



PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY DEPARTMENT

CROSS ORCHARDS  
ANNEXATION NO. 2

**CITY OF GRAND JUNCTION, COLORADO**

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

**AN ORDINANCE ZONING THE CROSS ORCHARDS ANNEXATION  
LOCATED AT 3073 & 3075 PATTERSON ROAD TO CSR (COMMUNITY SERVICES AND  
RECREATION) AND R-4 (RESIDENTIAL – 4 DU/AC) ZONE DISTRICT FOR PARCEL  
NUMBER 2943-091-30-004, A PARCEL WITH NO PHYSICAL ADDRESS**

Recitals:

The property owners have petitioned to annex their 22.68 acres into the City. The annexation is referred to as the “Cross Orchards Annexation.”

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended zoning the northern parcels of the Cross Orchards Annexation consisting of 14.09 acres from County RSF-4 (Residential Single Family – 4 du/ac) to CSR (Community Services and Recreation) and the southern parcel consisting of 8 acres from County RSF-4 (Residential Single Family – 4 du/ac) to R-4 (Residential – 4 du/ac) finding that both the CSR and R-4 zone districts conform with the designation of Residential Low as shown on the Land Use Map of the Comprehensive Plan and conform respectively for each parcel for its designated zone with the Comprehensive Plan’s goals and policies and are generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the CSR (Community Services and Recreation) and R-4 (Residential – 4 du/ac) zone districts, are in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning & Development Code for each parcel as designated.

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

**ZONING FOR THE CROSS ORCHARDS ANNEXATION**

The following parcels in the City of Grand Junction, County of Mesa, State of Colorado are hereby zoned as follows:

**3073 Patterson Road**

Lot 1, Cross Orchards II Subdivision, as recorded at Reception No. 2985337 in the records of the Mesa County Clerk and Recorder.

and

**3075 Patterson Road**

Lot 1, Cross Orchards Subdivision, as recorded at Reception No. 2900417 in the records of the Mesa County Clerk and Recorder.

**Zoned CSR (Community Services and Recreation); and**

**Parcel No. 2943-091-30-004**

Lot 4, Cross Orchards Subdivision, as recorded at Reception No. 2900417 in the records of the Mesa County Clerk and Recorder.

**Zoned R-4 (Residential – 4 du/ac).**

**INTRODUCED** on first reading this 17<sup>th</sup> day of November, 2021 and ordered published in pamphlet form.

**ADOPTED** on second reading this \_\_\_\_\_ day of December, 2021 and ordered published in pamphlet form.

\_\_\_\_\_  
C.B. McDaniel  
President of the Council

ATTEST:

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





## Grand Junction City Council

### Regular Session

Item #3.a.

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**Meeting Date:** November 17, 2021

**Presented By:** Ken Sherbenou, Parks and Recreation Director

**Department:** Parks and Recreation

**Submitted By:** Ken Sherbenou

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### **Information**

#### **SUBJECT:**

Authorizing the Guaranteed Maximum Price for the Lincoln Park Stadium Renovation Project

#### **RECOMMENDATION:**

Staff recommends approval of the GMP contract of \$9,326,185 with Shaw Construction.

#### **EXECUTIVE SUMMARY:**

The City, along with funding partners Grand Junction Baseball (JUCO), Colorado Mesa University (CMU) and School District #51, has been working with Shaw Construction, the project Construction Manager - General Contractor (CMGC), and Perkins & Will, the lead of the architect and engineer group, to finalize the design and construction documents related to the Lincoln Park Stadium remodel. Based on this design and an extensive bidding process conducted by Shaw, a guaranteed maximum price (GMP) of \$9,326,185 has been established. A GMP is the limit on the amount that the City will have to pay Shaw Construction, regardless of the actual cost of the project to the contractor.

The GMP provided does not include the replacement of the field turf at Suplizio, upgrading the lighting system to light-emitting diode (LED) on both sides of the Stadium, or the cost of the multipurpose facility southwest of the track at Stocker next to 12th Ave. The lighting system is contingent upon grant funding from the Department of Local Affairs (DOLA) and the field turf is contingent on funding from Great Outdoors Colorado (GOCO). The multi-purpose facility is almost through the design phase and once construction documents are provided, a GMP will be established for this single facility and brought to City Council for consideration. Most of the cost of this new facility will be paid by CMU.

City Council has authorized a total project budget of \$14.5 million with the original 2021 Adopted Budget and three Supplemental Appropriation Ordinances in September of this year.

**BACKGROUND OR DETAILED INFORMATION:**

In June of 2021, Council approved entering into a contract with Shaw Construction for the CMGC services for the Lincoln Park Stadium Renovation Project according to the project scope provided in the June 2nd documents. On September 1, 2021, Council authorized a contract amendment approving an early release construction package for \$4,805,706. This was essential for keeping the project on schedule in time for completion by May of 2022. The Guaranteed Maximum Price (GMP) was provided by Shaw Construction on November 4th and is a total of \$9,326,185 (Bid Package #1 \$4,805,706, the early release package already approved by the Council, and Bid Package #2 - \$4,520,479). The scope of the GMP includes the following:

- Replacement of north side bleacher grandstands and all under bleacher facilities at Suplizio
- Replacement of west side bleachers grandstands and all under bleacher facilities at Stocker
- Updating fencing along the entire facility to match existing
- New concrete along 12th avenue where Stocker runs parallel
- Information technology and audio-visual upgrades to both Stocker and Suplizio as well as the Lincoln Park Tower
- Construct a new northwest corner pavilion to allow for better entry into Stocker Stadium
- Construct a new southwest corner pavilion to allow for better entry into Stocker Stadium

This GMP does not include the following:

- Replacement of Field Turf (GOCO grant applied for)
- Replacement and Upgrade of the Lighting System to LED Lights (DOLA grant applied for)
- The Cost of The Multipurpose Facility

If one or either grant is earned, these items will come to Council for future action. Additionally, once a GMP is set for the multi-purpose facility, this will come to Council for consideration.

**FISCAL IMPACT:**

The total project budget for the Lincoln Park Stadium renovation is \$14.5 million. The GMP is within the authorized budget.

**SUGGESTED MOTION:**

I move to (approve/deny) a contract amendment with Shaw Construction to set a guaranteed maximum price of \$9,326,185 for Construction Manager/General Contractor services for the Lincoln Park Stadium Renovation Project.

**Attachments**

1. Lincoln Park Complex Guaranteed Maximum Price



**LINCOLN PARK COMPLEX**  
City of Grand Junction  
GMP Budget - 11-09-2021

**Project name** GJLP Renovation  
Grand Junction  
CO

**Labor rate table** 1

**Report format** Sorted by 'Group phase/Phase'  
'Detail' summary  
Allocate addons  
Print sort level notes



**LINCOLN PARK COMPLEX**  
 City of Grand Junction  
 GMP Budget - 11-09-2021

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
002000		<b>SITWORK</b>				
	002050	<b>SITWORK SUPPORT</b>				
		Site Work Support	20,000.00 sf	0.65 /sf	13,000	
		Barricades and Pedestrian Control	2,450.00 lf	12.00 /lf	29,400	
		Surveying & Layout	70,000.00 sf	0.45 /sf	31,500	
		General Labor and Cleanup	2,250.00 hrs	34.96 /hrs	78,660	
		Conexes for Facilities Equipment - 3 Each	30.00 mo	350.00 /mo	10,500	
		<b>SITWORK SUPPORT</b>		<b>/sf</b>	<b>163,060</b>	
	002220	<b>SITE DEMOLITION</b>				
		Site Demolition	35,000.00 ssf	1.43 /ssf	49,943	
		Bleacher Demolition	1.00 ls	137,500.00 /ls	137,500	
		Foundation Demolition	20,000.00 sf	2.95 /sf	59,045	
		Building Demolition	1.00 ls	20,000.00 /ls	20,000	
		Site Demolition	15,000.00 ssf	2.80 /ssf	42,055	
		Bleacher Demolition	1.00 ea	98,000.00 /ea	98,000	
		Foundation Demolition	15,000.00 sf	1.17 /sf	17,550	
		Building Demolition	3.00 ea	12,166.67 /ea	36,500	
		MEP Disconnects	1.00 ls	15,000.00 /ls	15,000	
		MEP Disconnects	1.00 ls	15,000.00 /ls	15,000	
		Lead Paint Removal	1.00 ls	10,000.00 /ls	10,000	
		Lead Paint Removal	1.00 ls	30,000.00 /ls	30,000	
		<b>Site Demolition</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>SITE DEMOLITION</b>		<b>/sf</b>	<b>530,593</b>	
	002310	<b>GRADING</b>				
		Rough Grade Site w/ Class 6	35,000.00 sf	2.05 /sf	71,836	
		Rough Grade Site including Base under Concrete	15,000.00 sf	2.48 /sf	37,168	
		<b>Rough and Finish Grade Site</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		Finish Grade Site	50,000.00 sf	0.45 /sf	22,500	
		<b>GRADING</b>		<b>/sf</b>	<b>131,504</b>	
	002320	<b>BUILDING EXCAVATION</b>				
		Excav Slab	855.00 sf	35.35 /sf	30,224	
		Excav Slab and Pier Caps	1,650.00 sf	10.51 /sf	17,337	
		<b>Select Under Slab</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		Hand Excavate	280.00 hr	39.63 /hr	11,095	
		Hand Compaction	560.00 hr	39.63 /hr	22,191	
		<b>BUILDING EXCAVATION</b>		<b>/sf</b>	<b>80,847</b>	
	002370	<b>EROSION CONTROL</b>				
		Erosion Control - Install & Maintain	1,000.00 lf	8.25 /lf	8,250	
		Erosion Control - Install & Maintain	1,000.00 lf	7.93 /lf	7,925	
		SWMP Preparation	1.00 ea	1,750.00 /ea	1,750	
		Erosion Control Monitoring	8.00 mo	429.00 /mo	3,432	
		SWMP Preparation	1.00 ea	1,750.00 /ea	1,750	
		Erosion Control Monitoring	4.00 mo	429.00 /mo	1,716	
		<b>EROSION CONTROL</b>		<b>/sf</b>	<b>24,823</b>	
	002470	<b>SPECIAL FOUNDATIONS</b>				
		Helical Foundation Piles - 45' Deep	1.00 ls	429,790.00 /ls	429,790	
		<b>SPECIAL FOUNDATIONS</b>		<b>/sf</b>	<b>429,790</b>	
	002505	<b>UTILITIES</b>				
		Utilities - Stocker	1.00 ls	104,739.00 /ls	104,739	
		Utilities - Suplizio	1.00 ls	128,272.00 /ls	128,272	
		<b>Water Distribution and Meter Pit</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Water Tie In</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Water Distribution for Food Trucks</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Sanitary Sewer</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Sanitary Sewer - Tie In</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Storm Sewer</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Storm Sewer - Manholes</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Storm Sewer - Tie In</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>Natural Gas Service</b>	<b>* ex</b>	<b>/ex</b>		
		<b>Electrical Service - Trench/Backfill and Conduit</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	



**LINCOLN PARK COMPLEX**  
 City of Grand Junction  
 GMP Budget - 11-09-2021

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
002505	UTILITIES	<i>Electrical Service - Conduit from Stocker Bleachers</i>	* incl	0.00 /incl	0	
		<i>Tele/Data - Trench/Backfill and Conduit</i>	* incl	0.00 /incl	0	
		<i>Tele/Data - Conduit from Stocker Bleachers</i>	* incl	0.00 /incl	0	
	UTILITIES			/sf	233,011	
002740	ASPHALT PAVING	3" Asphalt - Oustide Bleacher Footprint	1.00 ls	116,699.00 /ls	116,699	
		<i>3" Asphalt - Inside Bleacher Footprint</i>	* incl	0.00 /incl	0	
	ASPHALT PAVING			/sf	116,699	
002750	CONCRETE PAVING	Stocker and Plaza Site Concrete	1.00 ls	319,819.00 /ls	319,819	
		New 4" Sidewalk at 12th	1,300.00 sf	6.50 /sf	8,450	
	CONCRETE PAVING			/sf	328,269	
002780	UNIT PAVERS	<i>Pavers</i>	* ex	0.00 /ex	0	
002820	FENCES & GATES	Chainlink Fence Storage	1.00 ls	58,669.00 /ls	58,669	
		Ornamental Fence	1.00 ls	196,872.00 /ls	196,872	
	FENCES & GATES			/sf	255,541	
002870	SITE FURNISHINGS	<i>Tree Grates &amp; Frames</i>	* ex	0.00 /ex	0	
002905	LANDSCAPE	Landscaping	1.00 ls	17,810.00 /ls	17,810	
		<i>Irrigation</i>	* al	0.00 /al	0	
	LANDSCAPE			/sf	17,810	
<b>SITWORK</b>				<b>/sf</b>	<b>2,311,947</b>	
003000	CONCRETE					
003310	CAST-IN-PLACE CONCRETE	Suplizo Structural Concrete	1.00 ls	235,299.00 /ls	235,299	
		<i>Concrete Wall at Backstop</i>	* incl	0.00 /incl	0	
		<i>6" SOG at on Grade Seating</i>	* incl	0.00 /incl	0	
		<i>8" Mat Slab</i>	* incl	0.00 /incl	0	
		Stocker Structural Concrete	1.00 ls	146,653.00 /ls	146,653	
		<i>8" Mat Slab</i>	* incl	0.00 /incl	0	
		Concrete Hoisting Equip.	4.00 mo	6,520.00 /mo	26,080	
		Clean-up	1,219.00 hr	39.63 /hr	48,305	
		Haul Trash	6.00 ea	600.00 /ea	3,600	
		Traffic Control	346.00 hr	39.63 /hr	13,711	
	CAST-IN-PLACE CONCRETE			/sf	473,647	
<b>CONCRETE</b>				<b>/sf</b>	<b>473,647</b>	
004000	MASONRY					
004210	BRICK MASONRY	Brick/CMU Columns w/ Precast Cap	1.00 ls	200,000.00 /ls	200,000	
	BRICK MASONRY			/sf	200,000	
004220	CONCRETE MASONRY UNITS	Block Masonry	1.00 ls	257,647.00 /ls	257,647	
		<i>Brick/CMU Veneer</i>	* incl	0.00 /incl	0	
	CONCRETE MASONRY UNITS			/sf	257,647	
<b>MASONRY</b>				<b>/sf</b>	<b>457,647</b>	
005000	METALS					

CONFIDENTIAL: The information and data in this report are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Shaw Construction.



**LINCOLN PARK COMPLEX**  
 City of Grand Junction  
 GMP Budget - 11-09-2021

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
005510		<b>MISC. METALS</b>				
		Misc. Metals	4.00 tn	7,500.00 /tn	30,000	
		<b>MISC. METALS</b>		/sf	<b>30,000</b>	
<hr/>						
		<b>METALS</b>		<b>/sf</b>	<b>30,000</b>	
006000		<b>WOOD &amp; PLASTICS</b>				
		006105 <b>ROUGH CARPENTRY</b>				
		Rough Carpentry - Roof Framing	1.00 ls	55,620.00 /ls	55,620	
		<b>ROUGH CARPENTRY</b>		<b>/sf</b>	<b>55,620</b>	
006410		<b>CABINETS</b>				
		<b>Cabinets</b>	<b>* ex</b>	<b>0.00 /ex</b>	<b>0</b>	
006415		<b>COUNTER TOPS</b>				
		Stainless Steel Counter Top	15.00 sf	200.00 /sf	3,000	
		<b>COUNTER TOPS</b>		<b>/sf</b>	<b>3,000</b>	
<hr/>						
		<b>WOOD &amp; PLASTICS</b>		<b>/sf</b>	<b>58,620</b>	
007000		<b>THERMAL/MOISTURE PROTEC'N</b>				
		007120 <b>WATERPROOFING</b>				
		Damproofing	1,400.00 sf	2.50 /sf	3,500	
		<b>WATERPROOFING</b>		<b>/sf</b>	<b>3,500</b>	
007210		<b>BUILDING INSULATION</b>				
		2" Extrud.Polystyrene Foundation	1,400.00 sf	3.00 /sf	4,200	
		<b>2" Continuous</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0 w/ 004220</b>	
		<b>BUILDING INSULATION</b>		<b>/sf</b>	<b>4,200</b>	
007260		<b>VAPOR RETARDERS</b>				
		Stegowrap Vapor Barrier	4,600.00 sf	1.25 /sf	5,750	
		<b>VAPOR RETARDERS</b>		<b>/sf</b>	<b>5,750</b>	
007270		<b>AIR BARRIERS</b>				
		<b>Membrane Air Barrier</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0 w/ 004220</b>	
007540		<b>THERMO-PLASTIC ROOFING</b>				
		Membrane Roofing w/ 6" Rigid Insulation	1.00 ls	62,552.00 /ls	62,552	
		<b>THERMO-PLASTIC ROOFING</b>		<b>/sf</b>	<b>62,552</b>	
007620		<b>FLASHING &amp; SHEET METAL</b>				
		Wall Flashing	4,600.00 sf	1.25 /sf	5,750	
		<b>FLASHING &amp; SHEET METAL</b>		<b>/sf</b>	<b>5,750</b>	
007920		<b>JOINT SEALANTS</b>				
		Site Sealants	64,500.00 sf	0.75 /sf	48,375	
		Bldg. Sealants	4,600.00 sf	1.25 /sf	5,750	
		<b>JOINT SEALANTS</b>		<b>/sf</b>	<b>54,125</b>	
<hr/>						
		<b>THERMAL/MOISTURE PROTEC'N</b>		<b>/sf</b>	<b>135,877</b>	
008000		<b>DOORS &amp; WINDOWS</b>				
		008110 <b>STEEL DOORS/FRAMES</b>				
		HM Doors & Frames	1.00 ls	19,966.00 /ls	19,966	
		Install Doors and Hardware	1.00 ls	6,025.00 /ls	6,025	
		<b>STEEL DOORS/FRAMES</b>		<b>/sf</b>	<b>25,991</b>	
008330		<b>OVERHEAD COILING DOORS</b>				
		Coiling Overhead Door	1.00 ls	16,600.00 /ls	16,600	
		<b>Overhead Door</b>	<b>* incl</b>	<b>0.00 /incl</b>	<b>0</b>	
		<b>OVERHEAD COILING DOORS</b>		<b>/sf</b>	<b>16,600</b>	
008520		<b>ALUMINUM WINDOWS</b>				
		<b>Sales Window</b>	<b>* ex</b>	<b>0.00 /ex</b>	<b>0</b>	

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**LINCOLN PARK COMPLEX**  
 City of Grand Junction  
 GMP Budget - 11-09-2021

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
008740		<b>ELECTRO-MECH. HARDWARE</b> Key Card System	* ex	0.00 /ex	0	
<hr/>						
		<b>DOORS &amp; WINDOWS</b>		/sf	42,591	
009000		<b>FINISHES</b>				
009250		<b>GYPSUM WALL BOARD</b> Interior Wall Systems at Storage including Batt Insulation	* ex	0.00 /ex	0	
		ACT	* incl	0.00 /incl	0	
		FRP at Wet Walls - 4' AFF	* ex	0.00 /ex	0	
009680		<b>CARPET</b> Carpet and Base at Sales	* ex	0.00 /ex	0	
		Vinyl Base	500.00 lf	3.00 /lf	1,500	
		<b>CARPET</b>		/sf	1,500	
009910		<b>PAINTING</b> Exterior Painting	* ex	0.00 /ex	0	
		Exterior Painting	* ex	/ex		
		Interior Painting at Sales and Storage	* incl	0.00 /incl	0	
		Interior Painting at Restroom	1.00 ls	22,571.00 /ls	22,571	
		<b>PAINTING</b>		/sf	22,571	
009980		<b>CONC &amp; MASONRY COATINGS</b> Seal Conc. Floors	4,600.00 sf	1.00 /sf	4,600	
		<b>CONC &amp; MASONRY COATINGS</b>		/sf	4,600	
<hr/>						
		<b>FINISHES</b>		/sf	28,671	
010000		<b>SPECIALTIES</b>				
010160		<b>METAL TOILET PARTITIONS</b> Toilet Partitions and Specialties	3.00 room	15,070.00 /room	45,210	
		<b>METAL TOILET PARTITIONS</b>		/sf	45,210	
010340		<b>EXTERIOR SPECIALTIES</b> Shade Structures	2.00 ea	21,085.00 /ea	42,170	
		<b>EXTERIOR SPECIALTIES</b>		/sf	42,170	
010420		<b>PLAQUES</b> Plaque	* ex	0.00 /ex	0	
010430		<b>EXTERIOR SIGNAGE</b> Exterior Signage	1.00 ls	10,705.00 /ls	10,705	
		<b>EXTERIOR SIGNAGE</b>		/sf	10,705	
<hr/>						
		<b>SPECIALTIES</b>		/ea	98,085	
011000		<b>EQUIPMENT</b>				
011480		<b>ATHLETIC EQUIP</b> Backstop Wall Padding	100.00 lf	35.00 /lf	3,500	
		Scoreboard	* ex	/ex		
		<b>ATHLETIC EQUIP</b>		/sf	3,500	
<hr/>						
		<b>EQUIPMENT</b>		/sf	3,500	
013000		<b>SPECIAL CONSTRUCTION</b>				
013125		<b>GRANDSTANDS/BLEACHERS</b> Grandstand/Bleacher - Stocker	1.00 ls	753,995.00 /ls	753,995	
		Grandstand/Bleacher - Suplizio	1.00 ls	1,353,280.00 /ls	1,353,280	
		- Littershield at Underside of Bleachers	* ex	0.00 /ex	0	
		Remove Netting at Poles	1.00 ls	7,500.00 /ls	7,500	
		New Netting at Poles	1.00 ls	40,000.00 /ls	40,000	

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**LINCOLN PARK COMPLEX**  
 City of Grand Junction  
 GMP Budget - 11-09-2021

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		<b>GRANDSTANDS/BLEACHERS</b>		/sf	<b>2,154,775</b>	
		<b>SPECIAL CONSTRUCTION</b>			<b>2,154,775</b>	
<b>015000</b>		<b>MECHANICAL</b>				
	015050	<b>MECHANICAL</b>				
		HVAC	1.00 Is	65,699.00 /Is	65,699	
		<b>MECHANICAL</b>		/sf	<b>65,699</b>	
	015100	<b>PLUMBING</b>				
		Plumbing	1.00 Is	230,484.00 /Is	230,484	
		<b>PLUMBING</b>		/sf	<b>230,484</b>	
	015300	<b>FIRE PROTECTION</b>				
		<i>Fire Protection - Subcontract</i>	* ex	/ex		
		<i>Fire Protection - Subcontract</i>	* ex	/ex		
		<b>MECHANICAL</b>		/sf	<b>296,183</b>	
<b>016000</b>		<b>ELECTRICAL</b>				
	016010	<b>ELECTRICAL</b>				
		Stadium Electrical	1.00 Is	519,390.00 /Is	519,390	
		<b>ELECTRICAL</b>		/sf	<b>519,390</b>	
	016520	<b>EXTERIOR LIGHT FIXTURES</b>				
		New Light Poles and Metal Halide Lamps	1.00 Is	196,238.00 /Is	196,238	
		<i>LED Field Lighting and Associated Scope</i>	* ex	/ex		
		<b>EXTERIOR LIGHT FIXTURES</b>		/sf	<b>196,238</b>	
	016705	<b>FIRE ALARM SYSTEM</b>				
		<i>Fire Alarm System - Subcontract</i>	* incl	0.00 /incl	0	
	016740	<b>COMMUNICATIONS &amp; SECURITY</b>				
		Structured Cabling	25,000.00 sf	1.15 /sf	28,750	
		Audio / Visual	1.00 Is	241,894.00 /Is	241,894	
		<b>COMMUNICATIONS &amp; SECURITY</b>		/sf	<b>270,644</b>	
		<b>ELECTRICAL</b>		/sf	<b>986,272</b>	
<b>018000</b>		<b>ALLOWANCES</b>				
	018005	<b>ALLOWANCES</b>				
		Weather Conditions; Snow Removal, Temp Heat, Tenting, Concrete Admixes, etc. (Suplizio and Stocker / Plazas)	1.00 Is	40,000.00 /Is	40,000	
		Potholing	1.00 Is	7,500.00 /Is	7,500	
		Removal / Relocation of Underground Utilities not Shown (Suplizio and Stocker/Plazas)	1.00 Is	20,000.00 /Is	20,000	
		North Avenue Parking Lot Restoration	1.00 Is	15,000.00 /Is	15,000	
		Irrigation and Landscape Repair	1.00 Is	30,000.00 /Is	30,000	
		Reconfigure Warning Track at Left Field / Homeplate and Bullpen	1.00 Is	75,000.00 /Is	75,000	
		Banners at Bleachers	1.00 Is	20,000.00 /Is	20,000	
		Brick Pilaster Foundations - Excavation, Concrete, Backfill	41.00 ea	1,500.00 /ea	61,500	
		Unsuitable Soils Removal and Dewatering at Suplizio	1.00 Is	175,000.00 /Is	175,000	
		Unsuitable Soils Removal and Dewatering at Stocker	1.00 Is	100,000.00 /Is	100,000	
		Trash Enclosure - Metal Cage / Fencing Design	1.00 Is	15,000.00 /Is	15,000	
		Traffic Control	1.00 Is	40,000.00 /Is	40,000	
		Abandon Water Line under Stocker	1.00 Is	15,000.00 /Is	15,000	
		<b>ALLOWANCES</b>			<b>614,000</b>	
		<b>ALLOWANCES</b>		/Is	<b>614,000</b>	

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Estimate Totals

Description	Amount	Totals	Rate
	7,691,815	7,691,815	
Material Sales Tax - Exempt		7,691,815	
RFP	607,145	607,145	
		8,298,960	
Contingency	497,938		6.000 %
	497,938	8,796,898	
Additional GC's	81,203		
Fee Above \$6.7M	91,643		
GL Above \$6.7M	17,401		
P & P Bond Above \$6.7M	17,401		
	207,648	9,004,546	
Building Permit	15,539		
	15,539	9,020,085	
BSL 3 - Black Vinyl Chainlink	25,000		
BSL 4 - Remove HT and Ins.	(19,500)		
BSL 5 - Conc. Flatwork @ Supli	361,500		
BSL 6 - Delete Shade Sails	(60,900)		
	306,100	9,326,185	
<b>Total</b>		<b>9,326,185</b>	



## Grand Junction City Council

### Regular Session

Item #3.b.

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**Meeting Date:** November 17, 2021

**Presented By:** Jay Valentine, General Services Director, Brandon Stam, DDA Executive Director, John Shaver, City Attorney

**Department:** Finance

**Submitted By:** Jodi Welch, Finance Director

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### Information

#### **SUBJECT:**

Intergovernmental Agreement between the City and Downtown Development Authority (DDA) Renewing a Line of Credit for Financing DDA Projects and Programs

#### **RECOMMENDATION:**

Staff recommends authorizing the City Manager to enter into an agreement with ANB Bank establishing a line of credit for the benefit of the DDA, and authorizing the City Manager to renew an intergovernmental agreement with the DDA concerning the line of credit for financing DDA projects and programs.

#### **EXECUTIVE SUMMARY:**

The primary means of financing DDA projects and programs is through the use of property and sales tax increment financing (TIF) revenues collected within the DDA boundaries and State statute requires that some form of debt is incurred in order to finance the projects and programs. The agreement with ANB bank establishes the line of credit on behalf of the DDA and the renewal of the intergovernmental agreement establishes the responsibility of, process, and terms regarding the DDA's repayment of the line of credit with TIF revenues.

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

Pursuant to Colorado Revised Statute 31-25-807(3)(a)(II), tax increment revenues may only be used to pay debt and associated expenses of debt, and all such debt is issued by the City on behalf of the DDA. The DDA obtained voter authorization for debt issuance in April 2011. Historically, the DDA has undertaken large capital improvement projects financed through bonds issued by the City of Grand Junction for the DDA, the repayment of which is secured by the pledge of future tax increment revenues during

the term of the bond. While this technique works well for large budget projects that depend upon future tax increment revenues, it does not offer a flexible and efficient mechanism for smaller projects that can be funded from accumulated tax increment revenues in excess of annual expenses and debt service reserves. The benefits of utilizing a revolving line of credit are the minimization of debt issuance costs and interest carry, thereby maximizing public tax dollars for direct investment in capital projects, and greater flexibility in responding to opportunities that arise outside of the typical long-range planning horizon for large capital projects.

The projects and programs will all be approved by the DDA Board and spending authorized by City Council through the annual appropriation ordinance adopting the original budget or through a supplemental appropriation ordinance. The City previously had an intergovernmental agreement for the line of credit that was with the City and DDA's previous banking services institution that expired in 2020. This action renews the intergovernmental agreement which sets forth the process and terms for the line of credit including but not limited to budget approval, verification of funds, and repayment. As referenced in the intergovernmental agreement and the supplemental appropriation staff report from March 3, 2021 this will be the form of debt used for the property acquisition at 230 S. 5th Street (Greyhound bus building).

The line of credit with ANB is established by the City on behalf of the DDA with the authorization of the revolving line of credit.

The DDA Board authorized the DDA to enter into the intergovernmental agreement at the November 11, 2021 DDA Board Meeting.

**FISCAL IMPACT:**

This action has no direct fiscal impact to the City. The line of credit is for debt on behalf of the DDA and will not be used unless the DDA has TIF funds immediately available for full repayment. This does not constitute a debt obligation of the City.

**SUGGESTED MOTION:**

I move to authorize the City Manager to enter into an agreement with ANB Bank establishing a revolving line of credit for the benefit of the DDA, and authorize the City Manager to renew an intergovernmental agreement with the DDA concerning the line of credit for financing DDA projects and programs.

**Attachments**

1. City.DDA.Intergovernmental Agreement Line of Credit



**INTERGOVERNMENTAL AGREEMENT  
CONCERNING A LINE OF CREDIT FOR FINANCING  
DOWNTOWN DEVELOPMENT AUTHORITY  
PROJECT(S) AND PROGRAM(S)**

This INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into this day of \_\_\_\_\_, 2021, by and between THE GRAND JUNCTION, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the "DDA") and THE CITY OF GRAND JUNCTION COLORADO, a Colorado Home Rule municipal corporation (the "City"). Collectively the DDA and the City may be referred to as "Parties" or "the Parties."

**WITNESSETH:**

WHEREAS, the Authority has been created pursuant to the provisions of Title 31, Article 25, Part 8, Colorado Revised Statutes ("DDA Statute"), and City Ordinance No.1669; and

WHEREAS, the DDA Statute has declared that the organization of downtown development authorities will serve a public use; promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts; halt or prevent the growth of blighted areas within such district, and assist municipalities in the development and redevelopment of downtowns and in the overall planning to restore or provide for the continuance of the health thereof; and

WHEREAS, the Authority provides an invaluable service to the City by promoting the health, safety, prosperity, security and general welfare of those living and working within its boundaries; and

WHEREAS, pursuant to C.R.S. §31-25-808(1)(f), the Authority is empowered to enter into contracts with governmental agencies and public bodies in furtherance of the statutory mission of the Authority; and

WHEREAS, the City Charter and C.R.S. 29-1-203 empower the City Council of the City to enter into contracts with other governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, the primary means of financing DDA projects and programs is through the use of property and sales tax increment collected within the DDA boundaries and C.R.S. §31-25-807(3)(a)(II) requires that the City incur some form of debt in order to finance such projects and programs using tax increment revenues collected within the DDA boundaries; and

WHEREAS, a line of credit established by the City with a financial institution meets the requirements of C.R.S. §31-25-807(3)(a)(II) and the costs and interest associated with such a line of credit are lower than would be the case with other types of financing; and

WHEREAS, it is in the best interests of both the DDA and the City to reduce financing costs of DDA projects in order to preserve the maximum amount of tax increment revenues for DDA projects and activities within its boundaries; and

WHEREAS, the parties desire to enter into this IGA in order to establish a line of credit to finance certain DDA projects and to define the process for use of such line of credit.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereafter provided and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**1. TERM**

The term of the is IGA shall be for a period of five (5) years, commencing on \_\_\_\_\_, 21\_\_ and terminating on \_\_\_\_\_, 21\_\_ ("Term").

**2. LINE OF CREDIT**

Attached hereto as Exhibit A and incorporated herein by reference, is a copy of the – revolving line of credit commitment between the City and American National Bank ("ANB") Grand Junction ("Line of Credit Commitment") which establish a revolving line of credit for a five- year period for the benefit of the DDA and which, in addition to other terms and conditions for its use, provides for an annual credit in the amount of One Million Dollars (\$1,000,000) (the "Line of Credit"). The City Council on \_\_\_\_\_, 2021 authorized a line of credit for the benefit of the DDA and approved an IGA between the City and DDA.

**3. REQUIREMENTS FOR DRAWS ON LINE OF CREDIT**

With the exception of the appropriation approved by Council on March 3, 2021 for the DDA budget amendment for TIF-qualified Greyhound property acquisition project, which is authorized and affirmed concurrently with approval of this IGA, any other draw on the Line of Credit by the City on behalf of the DDA during the Term shall be in accordance with all of the following requirements:

3.1 The DDA Board shall annually adopt a resolution approving its budget and shall adopt a resolution recommending the City Council of the City appropriate DDA monies to fund the DDA budget; and

3.2 The City Council of the City shall annually approve the DOA budget and by ordinance appropriate funds therefor; and

3.3 Any draw on the Line of Credit shall only be used to pay the costs of DDA projects approved in the annual DDA budget and for which funds have been appropriated by the City; and

3.4 Prior to any draw on the Line of Credit, the City's Finance Director shall verify that there are sufficient unencumbered tax increment monies in the DDA Tax Increment Fund (611 Fund) to replenish the Line of Credit in the amount of the draw and the interest cost. No draw shall be made by the City on the Line of Credit in excess of such available tax increment monies; and

3.5 The City's Finance Director shall have the authority, and shall be required, to approve any draw on the Line of Credit upon written request by the DDA's Executive Director; and

3.6 Within seven (7) working days of each draw, the DDA's Executive Director shall take such action as is necessary to authorize the City to transfer monies from the DDA Tax Increment Debt Service Fund to the Line of Credit to fully replenish the Line of Credit to its One Million Dollars (\$1,000,000) limit of available credit.

**4. NOTICE**

All notices to be given to Parties hereunder shall be in writing and shall be sent by certified mail to the addresses specified below:

DDA: Downtown Development Authority  
Attn: Executive Director  
(new address)  
Grand Junction, CO 81501

CITY: City of Grand Junction  
Attn: Finance Director  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

With a copy to: City of Grand Junction  
Attn: City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**5. THIRD PARTY BENEFICIARIES**

This IGA shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**6. GOVERNING LAW/SEVERABILITY**

The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this IGA. In the event any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this IGA.

**IN WITNESS WHEREOF** the Parties have executed this IGA the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,  
A Colorado Home Rule municipal corporation

by \_\_\_\_\_  
Greg Caton, City Manager

ATTEST:

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

THE GRAND JUNCTION, COLORADO,  
DOWNTOWN DEVELOPMENT AUTHORITY, a body  
corporate and politic

by: \_\_\_\_\_  
Doug Simons Jr., DDA Chair

ATTEST:

\_\_\_\_\_  
Vonda Bauer, Secretary

DRAFT



11/09/2021

City of Grand Junction  
Attn: Gregory Caton  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

Re: \$1,000,000 Revolving Line of Credit for term rental loans (the "Loan") by ANB Bank  
Loan Commitment Letter ("Letter")

Dear City of Grand Junction:

ANB Bank, a Colorado state bank ("ANB"), is pleased to provide this commitment to make a loan to City of Grand Junction ("Borrower") that the loan request for \$1,000,000 has been approved. The following outlines the basic terms and conditions.

**Borrower:** City of Grand Junction  
**Loan Amount:** \$1,000,000  
**Rate:** Wall Street Journal Prime less 1/2% floating  
**Fee:** \$5,000 loan origination fee - \$250 document prep fee  
**Term:** 1 year

**Repayment Terms & Condition to Advance:**

Prior to any requested Advance, Borrower will deposit the same dollar amount of such requested Advance in the Checking Account held as Collateral for this Loan and Lender will cause the funds to be held in this Collateral account for a maximum of two (2) days before applying the held funds to payoff such requested Advance. Advances will be in be in Lender's sole discretion, but will not be unreasonably withheld. Notwithstanding any provision to the contrary in the Related Documents, Borrower agrees to pay all principal and all accrued interest to Lender for any Advance under the Note no later than two (2) days from the date of such Advance.

**Collateral:**

Upon a request for an Advance on the Line, the Borrower will deposit a cash amount equal to the amount of the loan Advance in to an ANB Bank account owned by the City of Grand Junction and ANB will place a hold on those funds.

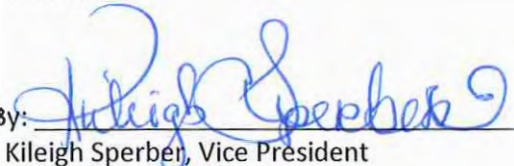


Once again, we would like to thank you for the opportunity to continue to assist the City. This loan commitment shall be good until 01/04/2022. Please indicate your acceptance by signing below.

Contact Information:

Kileigh Sperber  
Vice President  
970-255-3820  
ksperber@anbbank.com

**ANB Bank**

By:  \_\_\_\_\_  
Kileigh Sperber, Vice President

ACCEPTED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Grand Junction**

By:  \_\_\_\_\_  
Gregory Caton, City Manager



## Grand Junction City Council

### Regular Session

Item #4.a.

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**Meeting Date:** November 17, 2021  
**Presented By:** Scott Peterson, Senior Planner  
**Department:** Community Development  
**Submitted By:** Scott D. Peterson, Senior Planner

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### **Information**

#### **SUBJECT:**

A Resolution Renaming G 1/8 Road to Woody Creek Drive within Aspen Leaf Estates and the Proposed Liberty Ranch Subdivision

#### **RECOMMENDATION:**

Staff recommends approval of the request.

#### **EXECUTIVE SUMMARY:**

Consider a request by McCurter Land Company LLC and Five Star Homes and Development Inc. to rename G 1/8 Road to Woody Creek Drive within Aspen Leaf Estates and the proposed Liberty Ranch Subdivision.

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

Section 21.06.010(b)(7) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services (police, fire, mail) and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

With the recent completion of the Aspen Leaf Estates subdivision which has constructed and platted the street right-of-way of G 1/8 Road. G 1/8 Road is and was intended to align with Woody Creek Drive which is located within the adjacent Aspen Valley Estates subdivision. In the absence of a rename, there is now a continuous section of road with two different names: G 1/8 Road and Woody Creek Drive. Due to safety issues, as well as a need for logical naming of streets, this portion of G 1/8 Road between 25 Road and the Aspen Valley Estates subdivision is being proposed to be

changed to Woody Creek Drive.

McCurter Land Company LLC and Five Star Homes and Development Inc., are the property owners currently developing subdivisions located on either side of G 1/8 Road between 25 Road and the Aspen Valley Estates subdivision. Current zoning for the area is R-4 (Residential – 4 du/ac) zone district. The residential development for Aspen Leaf Estates was approved and the subdivision plat recorded in August 2021. The proposed Liberty Ranch Subdivision is currently under review (City file # SUB-2021-276) and is expected to obtain approval and begin infrastructure construction in early 2022. During the subdivision review and platting process for both developments, the owners were notified that the existing platted right-of-way street name of G 1/8 Road would need to be changed per City policy and agencies associated with addressing and emergency response to eliminate the use of fractions within street names wherever possible. Currently there are no existing residences assigned to G 1/8 Road in this area other than two (2) platted lots in Aspen Leaf Estates which are currently vacant.

The previous recorded plats for Pomona Park, Powell Estates and Thunderidge Subdivision for the area identified/labeled this right-of-way as G 1/8 Road and thus requires City Council review and approval in order to change the name of a platted right-of-way.

Street and road names that contain fractions have been identified as an issue throughout the community for a variety of reasons, including visitors to the community being able to navigate to electronic GPS and 911 systems not “understanding” the fraction. Because construction of both subdivisions has recently been completed and/or just about to start construction, it is an opportune time to change the street name. Entities reviewing the request such as the Police Department, Fire Department, Public Works/Streets Division, United States Postal Service, and utility companies, all support the name change.

Therefore, Staff recommends approval of the request.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 92-21, a resolution renaming G 1/8 Road to Woody Creek Drive between 25 Road and the Aspen Valley Estates Subdivision.

**Attachments**

1. Map Exhibit
2. Recorded Subdivision Plats (Pomona Park, Powell, Thunderidge, Aspen Leaf & Aspen Valley)
3. Resolution





G 1/8 Road is proposed to be changed to Woody Creek Drive between 25 Road and Aspen Valley Estates.

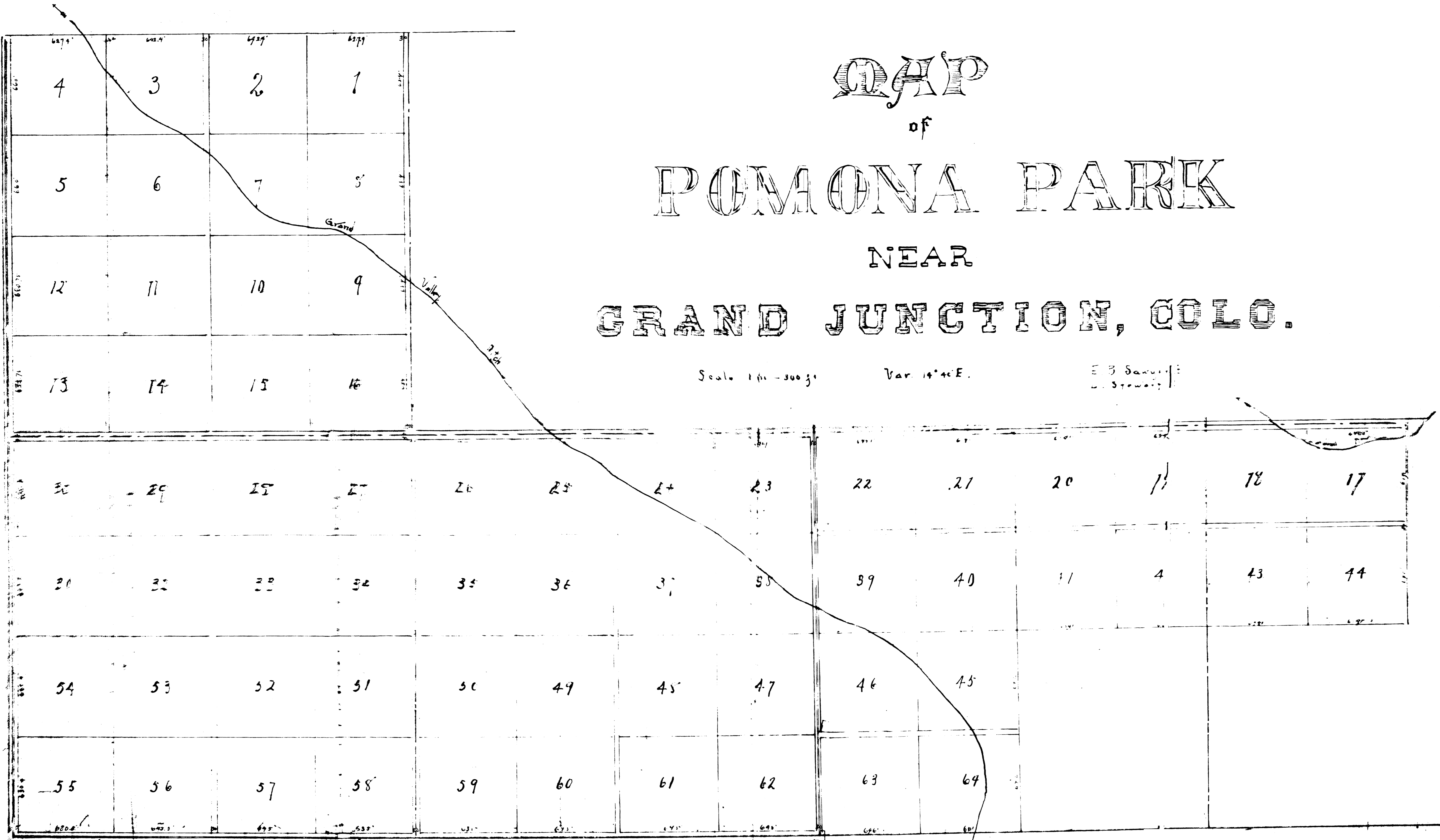
# MAP of POMONA PARK

## NEAR GRAND JUNCTION, COLO.

Scale 1 in = 300 ft

Var. 14° 40' E.

E. B. Sawyer  
S. Stewart

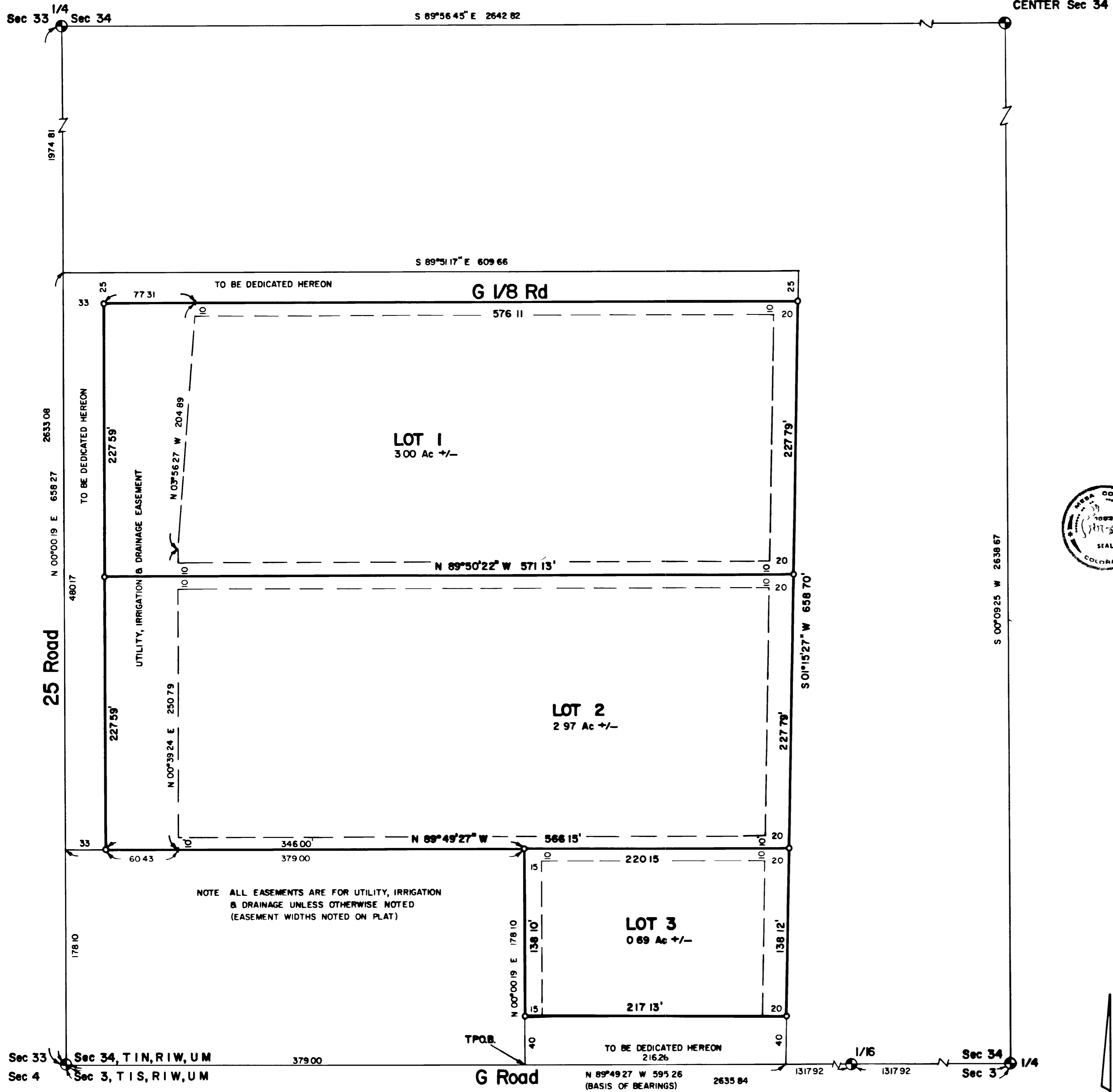


T. 7 N. of R. 1 W. 47° P.M.

Sec. 31



# POWELL ESTATES



Sec 33 1/4 Sec 34  
 Sec 33 1/4 Sec 34, T I N, R I W, U M  
 Sec 4 Sec 3, T I S, R I W, U M

S 89°56'45" E 2642.82

CENTER Sec 34

S 89°51'17" E 609.66

G 1/8 Rd

LOT 1  
 3.00 Ac +/-

LOT 2  
 2.97 Ac +/-

LOT 3  
 0.69 Ac +/-

NOTE ALL EASEMENTS ARE FOR UTILITY, IRRIGATION & DRAINAGE UNLESS OTHERWISE NOTED (EASEMENT WIDTHS NOTED ON PLAT)

T.P.O.B.

TO BE DEDICATED HEREON  
 216.26

N 89°49'27" W 595.26  
 (BASIS OF BEARINGS)

### LEGEND

- - MESA COUNTY SURVEY MONUMENT
- - SET 5/8 REBAR & CAP - ROLLAND  
 ENG. PLS 24943

SCALE 1" = 50'



### KNOW ALL MEN BY THESE PRESENTS

That the undersigned Richard H Powell is the owner of that real property described as a tract or parcel of land situated in the SW 1/4 SW 1/4 of Section 34 Township 1 North Range 1 West of the Ute Meridian said tract or parcel also being in Lot 63 of Pomona Park and being more particularly described as follows Commencing at the Southwest corner of said Section 34 whose South line is assumed to bear N89 49 27' W and all bearings contained herein to be relative thereto thence S89°49'27" E along said South line (said South line also being the South line of said Lot 63) 379.00 feet to the True Point Of Beginning, thence N00°00'19"E 178.10 feet, thence N89°49'27"W 379.00 feet to the West line of said SW 1/4 SW 1/4 thence along the West line of said SW 1/4 SW 1/4 N00°00'19"E 480.17 feet thence S89°51'17"E 609.66 feet, thence S01°15'27"W 658.70 feet to the South line of said SW 1/4 SW 1/4; thence N89°49'27" W 216.26 feet to the True Point Of Beginning as recorded in Book 1791 at Page 417 Mesa County Colorado

That said owners have caused the said real property to be laid out and surveyed as POWELL ESTATES a subdivision of a part of Mesa County in the State of Colorado

That said owners do hereby dedicate and set apart all of the streets and roads as shown on the accompanying plat to the use of the public forever and hereby dedicate to the Public Utilities those portions of the said real property which are labeled as utility easements on the accompanying plat as perpetual easements for the installation and subsequent maintenance of utilities irrigation and drainage facilities including but not limited to electrical lines gas lines and telephone lines together with the right to trim interfering trees and brush with perpetual rights of ingress and egress for the installation and subsequent maintenance of such lines Said easements and rights shall be utilized in a reasonable and prudent manner

That all expenses for street paving or improvements shall be born by the seller or purchaser not by MESA COUNTY, or the CITY OF GRAND JUNCTION

IN WITNESS WHEREOF said owners have caused their names to be hereunto subscribed this 27 day of May A D 1992

*Richard H Powell*  
 RICHARD H POWELL

STATE OF COLORADO )  
 COUNTY OF MESA ) ss

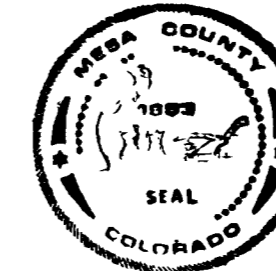
The foregoing instrument was acknowledged before me this 27 day of May A D 1992 by Richard H Powell  
 My commission expires June 13, 1995 Witness my hand and official seal

*Marisa A Martiny*  
 Notary Public

### CLERK AND RECORDER S CERTIFICATE

STATE OF COLORADO )  
 COUNTY OF MESA ) ss

I hereby certify that this instrument was filed in my office at 8:42 o'clock A M this 4th day of JUNE A D 1992 and is duly recorded as Reception Number 1604578 in Plat Book 14 at Page 51 through inclusive Drawer # 243  
*Monica Todd* Clerk and Recorder  
*Kathy Work* Deputy FEE \$10.00



### CITY OF GRAND JUNCTION CERTIFICATE OF APPROVAL

Approved this 3 day of JUNE A D 1992

*William E. McHenry*  
 President of Council  
 (RON HALSON)  
 Chairman City Planning Commission

*Mark A. Cohen*  
 City Manager  
*James D. Johnson*  
 City Planning Director

*Jerry Don Newton*  
 City Engineer

### SURVEYOR S CERTIFICATE

I Cecil D Caster do hereby certify that the accompanying plat of POWELL ESTATES a subdivision of a part of Mesa County Colorado has been prepared under my direct supervision and accurately represents a field survey of the same

5-26-92  
 Date

*Cecil D Caster*  
 Cecil D Caster  
 Registered Professional Engineer and Surveyor  
 P I S No 24943



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

	NO. DATE REVISION BY		
	<b>POWELL ESTATES</b> <b>LOCATED IN LOT 63, POMONA</b> <b>PARK SUBDIVISION, Sec 34,</b> <b>T I N, R I W, U.M.</b>		
<b>ROLLAND ENGINEERING</b> 405 Ridges Blvd Grand Junction Colorado 81503 (303) 243-8300	DESIGNED DRAWN CFC	CHECKED DATE CDC 5/92	JOB NO. SHEET OF 1 1



**File ID#: SS-2007-121**  
**Zoning: R-4**  
**Voting District: "B"**

# THUNDERIDGE SUBDIVISION

The East half of Lot 64, Pomona Park Subdivision and a part of  
 S1/2 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian  
 City of Grand Junction, County of Mesa, State of Colorado

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Nancy J. Eaton, is the owner of real property situated in the S1/2 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado described in Book 1774 at Page 542 of the records of the Mesa County Clerk and Recorder; and as shown on the accompanying plat, said property being more particularly described as follows:

Commencing at Mesa County Survey Marker #1061 for the west sixteenth corner of said Section 34 whence Mesa County Survey Marker #2-1 for the southwest corner of said Section 34 bears South 89°58'51" West with all bearings herein relative thereto;  
 Thence North 00°06'35" West, a distance of 30.00 feet to the Point of Beginning;  
 Thence along the northerly right-of-way of G Road South 89°58'51" West, a distance of 329.52 feet to the west line of the east half of Lot 64 of Pomona Park Subdivision as recorded at reception no. 12485 of the Mesa County records;  
 Thence along said west line North 00°07'42" West, a distance of 614.00 feet to the southerly right-of-way of G Road as recorded on said Pomona Park Subdivision;  
 Thence along said southerly right-of-way North 84°56'34" East, a distance of 329.72 feet to the west line of said Lot 64;  
 Thence North 00°06'35" West, a distance of 15.00 feet to the northwest corner of the southwest quarter of the southeast quarter of the southwest quarter of said Section 34;  
 Thence along the north line of said southwest quarter of the southeast quarter of the southwest quarter North 89°44'44" East, a distance of 659.43 feet to the northeast corner of said southwest quarter of the southeast quarter of the southwest quarter;  
 Thence along the west line of said southwest quarter of the southeast quarter of the southwest quarter South 00°04'04" East, a distance of 155.00 feet;  
 Thence South 89°44'44" West, a distance of 659.31 feet to the east line of said Lot 64;  
 Thence along said line South 00°06'35" East, a distance of 474.21 feet to the Point of Beginning.

Said Owner has by these presents laid out, platted and subdivided the above-described real property into Lots as shown hereon, and designated the same as THUNDERIDGE SUBDIVISION, in the City of Grand Junction, County of Mesa, State of Colorado, and does hereby offer the following dedications and grants:

All Multipurpose Easements are dedicated to the City of Grand Junction for the use of City-approved utilities and public providers as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees and grade structures.

All streets, roads and Rights-of-Way are dedicated to the City of Grand Junction for the use of the public forever.

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.

Said Owner certifies that all lienholders, if any, are represented hereon.

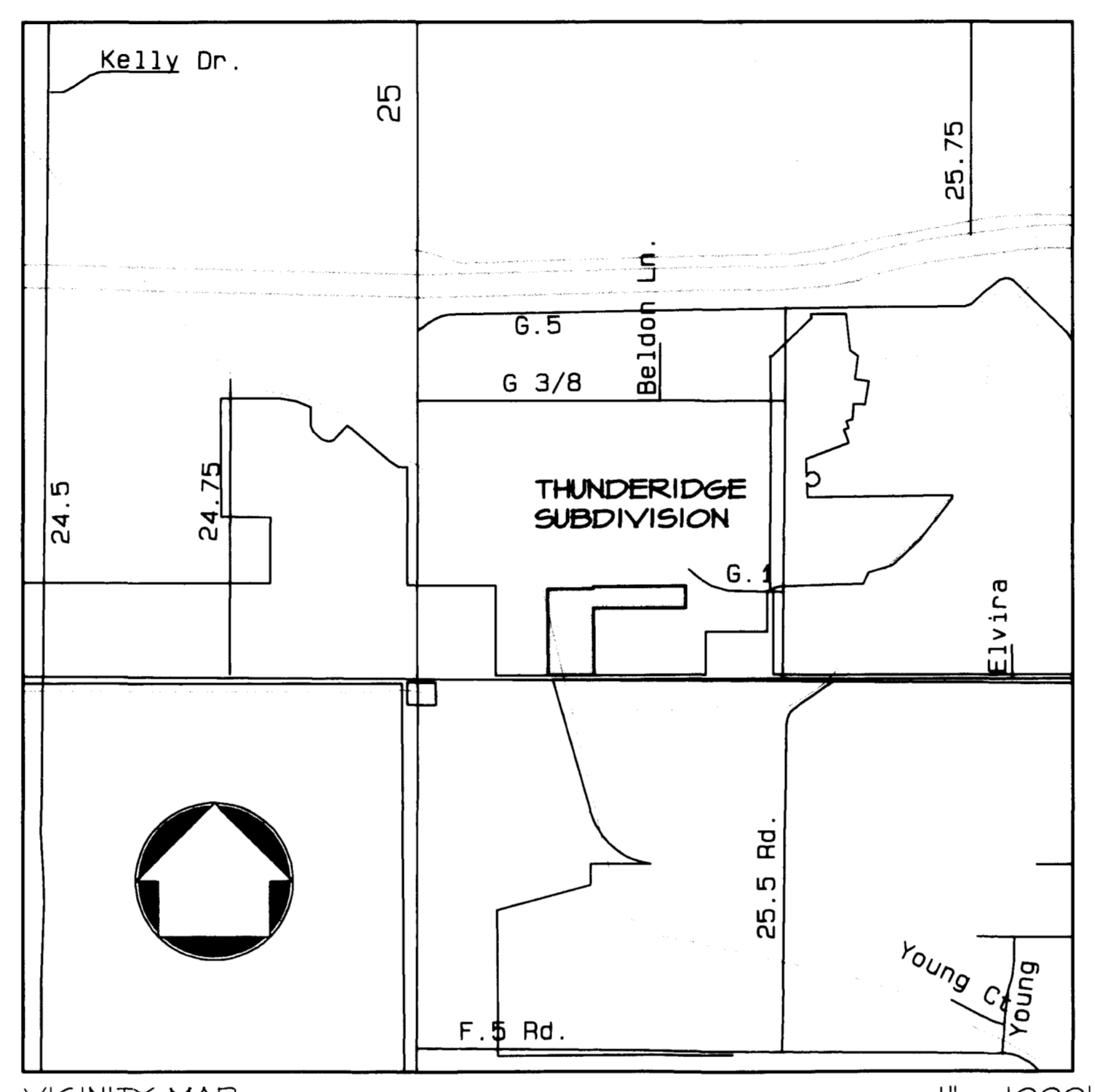
IN WITNESS WHEREOF said owner has caused his name to be hereunto subscribed.

*Nancy J. Eaton*  
 Nancy J. Eaton

STATE OF COLORADO )  
 COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me by Nancy J. Eaton as owner this 12<sup>th</sup> day of July, 2007.

Witness my hand and official seal:  
 My commission expires 11/06/2010 *Tracy A. Moore*  
 Notary Public



VICINITY MAP 1" = 1000'

AREA SUMMARY		
LOTS	6.917 ACRES	98.91%
STREETS	0.076 ACRES	1.09%
<b>TOTAL</b>	<b>6.993 ACRES</b>	<b>100%</b>

**LIENHOLDERS RATIFICATION OF PLAT**

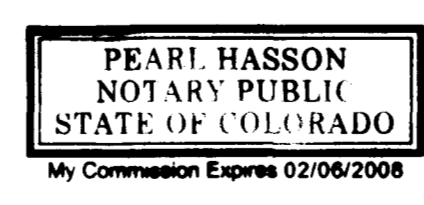
The undersigned hereby certifies that it is a holder of a security interest upon the property hereon described and does hereby join in and consent to the dedication of the land described in said dedication by the owners thereof and agree that its security interest which is recorded in Book 4338 Page 54 of the public records of Mesa County, Colorado shall be subordinated to the dedication shown hereon.

In witness whereof, the said corporation has caused these presents to be signed by its *John Schmidt* with the authority of its board of directors this 13<sup>th</sup> day of July, 2007.  
 By: *John Schmidt* For: *John Schmidt*  
 TITLE: *Assistant Vice President* VECTRA BANK COLORADO, NATIONAL ASSOCIATION

STATE OF COLORADO )  
 COUNTY OF MESA ) ss

The foregoing instrument was acknowledged before me by *John Schmidt, AVP, Vectra Bank Colorado, N.A.* as *Lienholder* this 13<sup>th</sup> day of July, 2007.

Witness my hand and official seal:  
 My commission expires 2-6-08 *Pearl Haddon*  
 Notary Public



**TITLE CERTIFICATION**

We Land Title Guarantee Company, 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 Nancy J. Eaton; 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: July 13, 2007 BY: *LAWRENCE J. VAN/EXAMINER*  
 LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

**CITY APPROVAL**

This plat of THUNDERIDGE SUBDIVISION, a subdivision in the City of Grand Junction, County of Mesa, Colorado, is hereby approved and dedications accepted this 19<sup>th</sup> day of July, 2007.

*Simon Kadad*  
 City Manager  
*Bob Reas*  
 Mayor

**SURVEYOR'S STATEMENT**

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of THUNDERIDGE SUBDIVISION, a subdivision of a part of the City of Grand Junction, 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.

For and on behalf of River City Consultants, Inc.  
 K. Scott Thompson,  
 Colorado PLS 18480



**CLERK AND RECORDER'S CERTIFICATE**

This plat was accepted for filing in the office of the Clerk and Recorder of Mesa County, Colorado, at 11:46 o'clock A.M., on this 23<sup>rd</sup> day of July, 2007, and was recorded at Reception No. 2392251, Book 4475, Page 594-595, Drawer No. IT-721, Fees 20.00 1.00.  
 By: *Janice Rich* Clerk and Recorder *Ginny Baughman* Deputy

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 - Grand Junction, No. GJR65002694-2, dated July 13, 2007. Other documents may exist which would affect this property.

**THUNDERIDGE SUBDIVISION**  
 City of Grand Junction, County of Mesa, State of Colorado

S1/2 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian

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

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

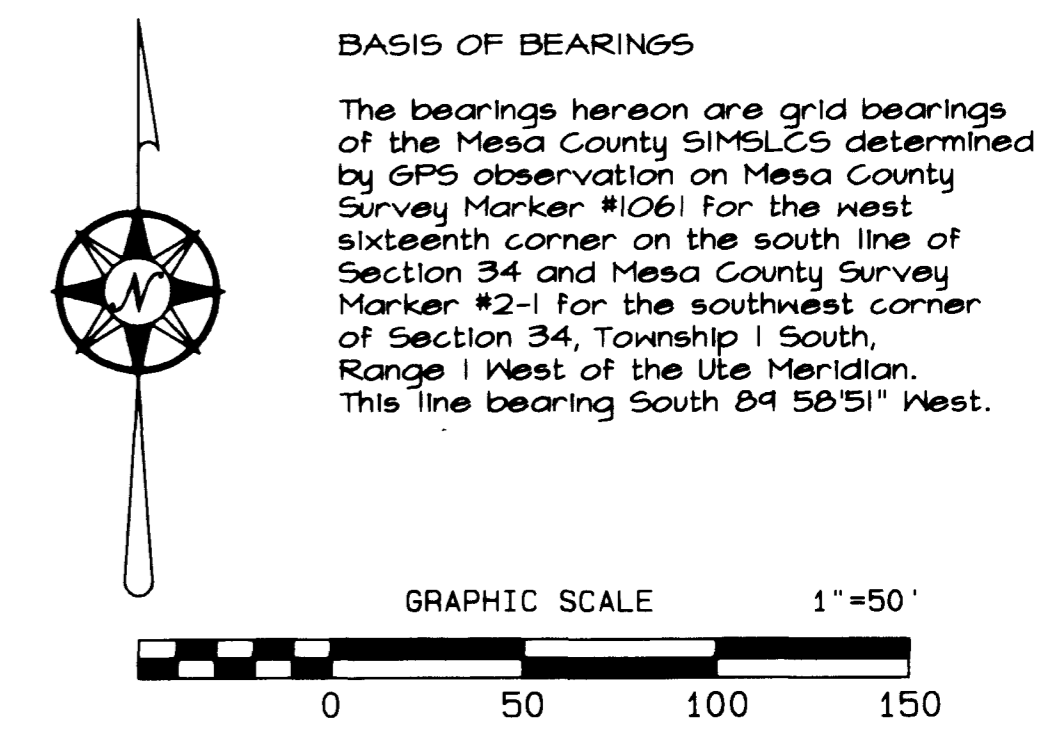
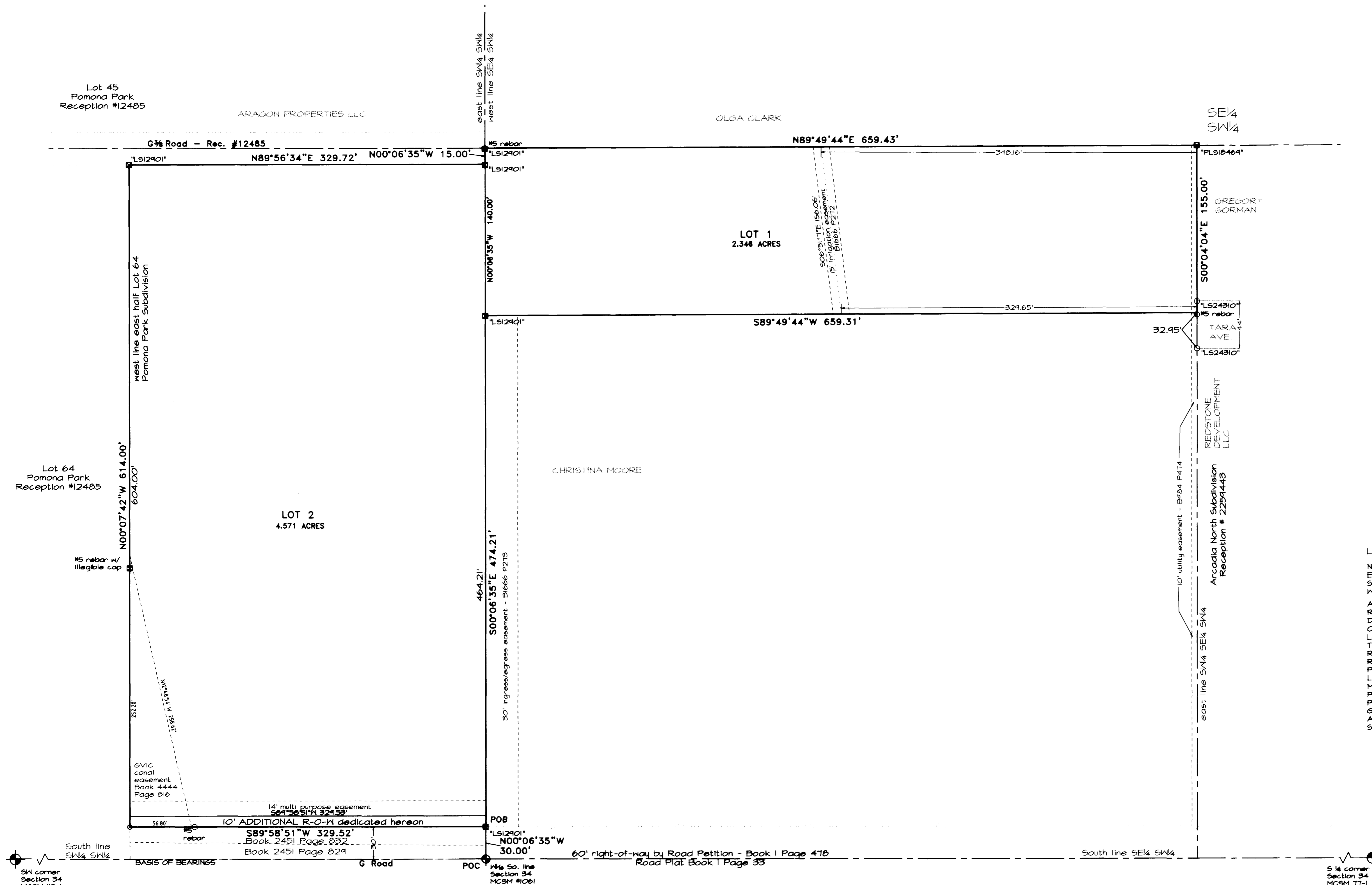
Sheet 1 of 2 Date: Jul 13, 2007  
 Job No. 1014-00107 Drawn: kst Checked: Approved: kst  
 S:\PROJECTS\1014 Eaton\001-Eaton Sub\survey\001.prc

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.



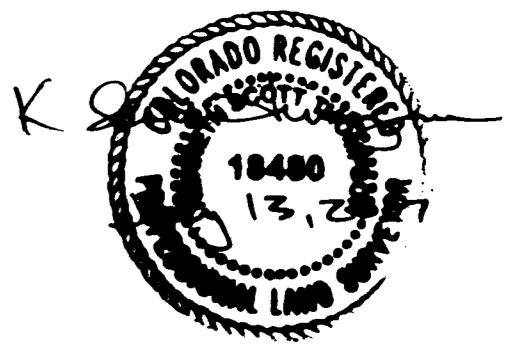
# THUNDERIDGE SUBDIVISION

The East half of Lot 64, Pomona Park Subdivision and a part of  
S1/2 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian  
City of Grand Junction, County of Mesa, State of Colorado



- LEGEND**
- ⊕ found Mesa County Survey Marker
  - ⊠ found aluminum monument as noted
  - found rebar and cap as noted
  - set 24" #5 rebar/aluminum cap PLS 18480
  - ⊗ set brass disk "PLS 18480" in concrete slab

- LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT**
- N: NORTH
  - E: EAST
  - S: SOUTH
  - W: WEST
  - A: ARC LENGTH OF CURVE
  - R: RADIUS OF CURVE
  - DELTA: INTERIOR/DEFLECTION ANGLE OF CURVE
  - CHRG: BEARING OF LONG CHORD OF CURVE
  - Lc: LENGTH OF LONG CHORD OF CURVE
  - T: TOWNSHIP
  - R: RANGE
  - R.O.W.: RIGHT-OF-WAY
  - PLS: PROFESSIONAL LAND SURVEYOR
  - LS: LAND SURVEYOR
  - MCSM: MESA COUNTY SURVEY MARKER
  - POB: POINT OF BEGINNING
  - POC: POINT OF COMMENCEMENT
  - GPS: GLOBAL POSITIONING SYSTEM
  - AVE: AVENUE
  - SIMSLCS: SURVEY INFORMATION MANAGEMENT SYSTEM - LOCAL COORDINATE SYSTEM



SEE SHEET 1 FOR SURVEYOR'S STATEMENT

## THUNDERIDGE SUBDIVISION

City of Grand Junction, County of Mesa, State of Colorado

S1/2 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian

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

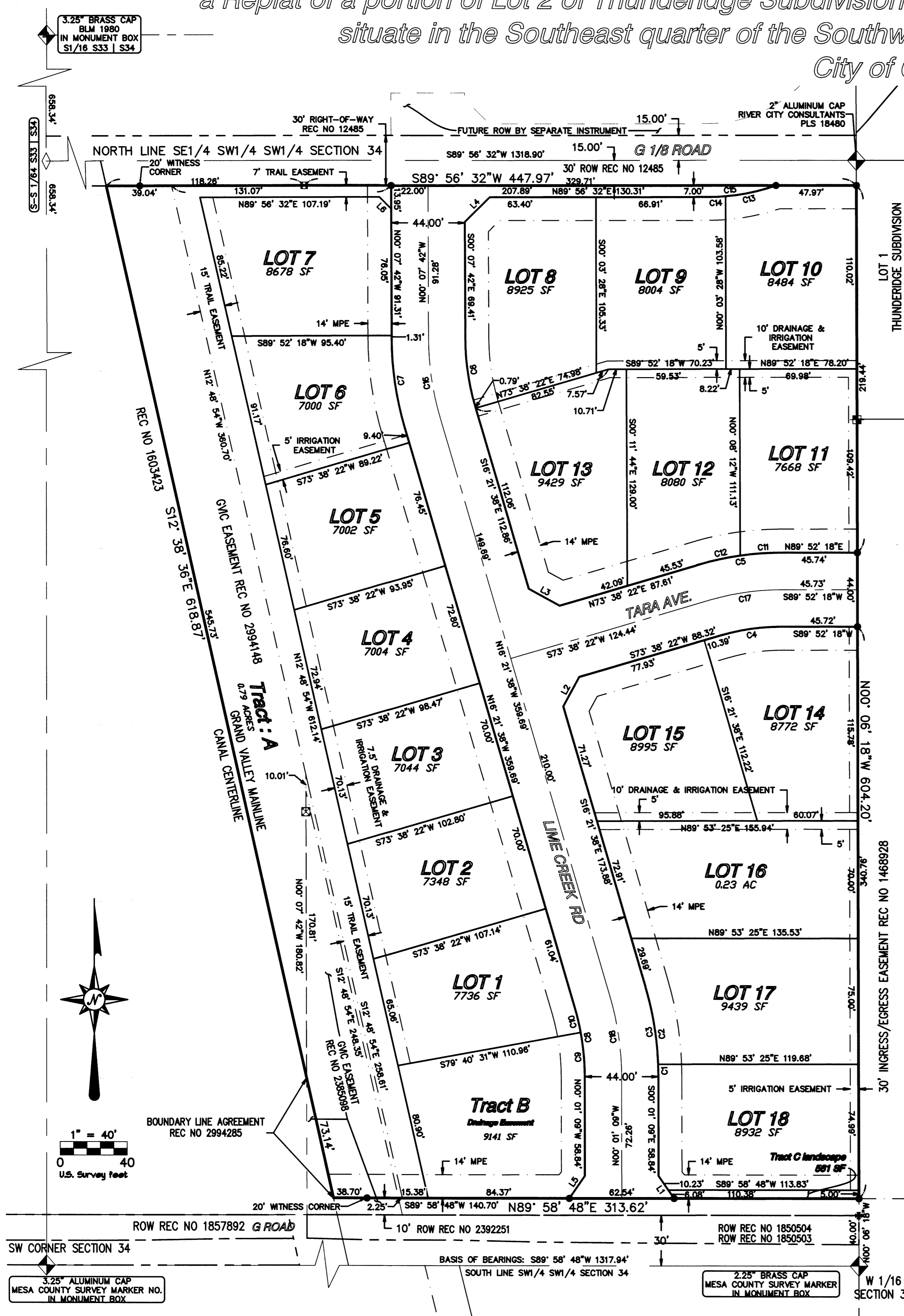
744 Horizon Court, Suite 110  
Grand Junction, CO 81508  
Phone: 970-241-4722  
Email: info@rctest.com

Sheet 2 of 2	Date: Jul 13, 2007	Job No. 1014-00107	Drawn: kst	Checked:	Approved: kst
S:\PROJECTS\1014 Eaton\001-Eaton Sub\survey\001.prt					

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.

# ASPEN LEAF ESTATES

a Replat of a portion of Lot 2 of Thunderidge Subdivision, Reception Number 2392251 & a parcel of land described at Reception Number 2977254  
situate in the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 34, T.1N., R.1W., Ute Meridian.  
City of Grand Junction, Mesa County, Colorado



### Know All Persons By These Presents:

The undersigned, McCurter Land Company, LLC, an Arkansas Limited Liability Company, is the owner of record of that real property situated in the southwest quarter of the southwest quarter of Section 34, Township 1 North, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, the ownership of which is demonstrated at Reception Number 2899287 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

All that portion of Lot 2, Thunderidge Subdivision as recorded at Reception Number 2392251, lying east of the centerline of the Grand Valley Mainline Canal, together with that parcel of land as described at Reception Number 2977254.

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 ASPEN LEAF ESTATES, in the City of Grand Junction, County of Mesa, State of Colorado.

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.

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.

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 Tract B as 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

Tract A, B and C are to be granted to the Aspen Leaf Estates Homeowners Association, Inc. by separate instrument.

Irrigation easements are to be granted to the Aspen Leaf Estates Homeowners Association, Inc. by separate instrument.

Tract A is subject to a trail easement dedicated to the City of Grand Junction as a perpetual easement for the use of the public forever, subject to the rules and regulations of said City, for purposes including but not limited to, constructing, installing, maintaining and repairing a trail and appurtenant facilities and for ingress, egress and access for the public with accompanying pets, if any, for use as pedestrians, and/or with wheelchairs (motorized and non-motorized), bicycles, motorized bicycles (a vehicle having two or three wheels, cylinder capacity not exceeding 50 C.C., and an automatic transmission which does not exceed thirty miles per hour) electric scooters (an electric powered vehicle having two or three wheels and does not exceed thirty miles per hour), and other non-motorized forms of transportation for commuting and recreational purposes, subject to any historical and recorded rights and usage of the Grand Valley Irrigation Company to install, operate, maintain and repair irrigation water and water transmission and distribution facilities.

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 10<sup>th</sup> day of August, 2021

McCurter Land Company, LLC, an Arkansas Limited Liability company  
Said Owner certifies that all lienholders, if any, are represented hereon.

By: James R. McCurter  
James R. McCurter, Member

STATE OF COLORADO )  
COUNTY OF MESA ) ss

This plat was acknowledged before me by James R. McCurter  
on this 10<sup>th</sup> day of August, 2021

Witness my hand and seal Tracy A. States  
Notary Public

My commission expires 11/06/2022  
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 12:21 O'CLOCK P.M., ON THIS 13<sup>th</sup> DAY OF August, A.D. 2021 AND WAS RECORDED AT RECEPTION NO 2994879 DRAWER NO 93-48 AND FEES \$27.33

Sina Peters  
CLERK AND RECORDER

Kim Cole  
DEPUTY CLERK

CITY APPROVAL  
THIS PLAT OF ASPEN LEAF ESTATES, A SUBDIVISION OF THE CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, IS HEREBY APPROVED AND DEDICATIONS ACCEPTED

THIS 13 DAY OF August A.D. 2021

Jim WA  
CITY MANAGER

CB McJ  
CITY MAYOR

### LIENHOLDERS RATIFICATION OF PLAT

The undersigned, hereby certifies that it is a holder of a security interest upon the property described as ASPEN LEAF ESTATES being property described in security interest(s) according to the public records of Mesa County, Colorado and does hereby join in and consent to the dedication of the land described in said dedication by the owner(s) thereof and agrees that its security interest and any amendments thereto in the public records of Mesa County, Colorado shall be subordinated to the dedications shown hereon.

In witness whereof, the said corporation has caused these presents to be signed by its Business Manager with the authority of its board of directors,

This 10<sup>th</sup> day of August

BY: Quinton Smith FOR: Timberline Bank  
(TITLE) (CORPORATE NAME)

STATE OF COLORADO )  
COUNTY OF MESA ) ss  
NATHAN J. RHODES  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20114045201  
My Commission Expires July 19, 2023

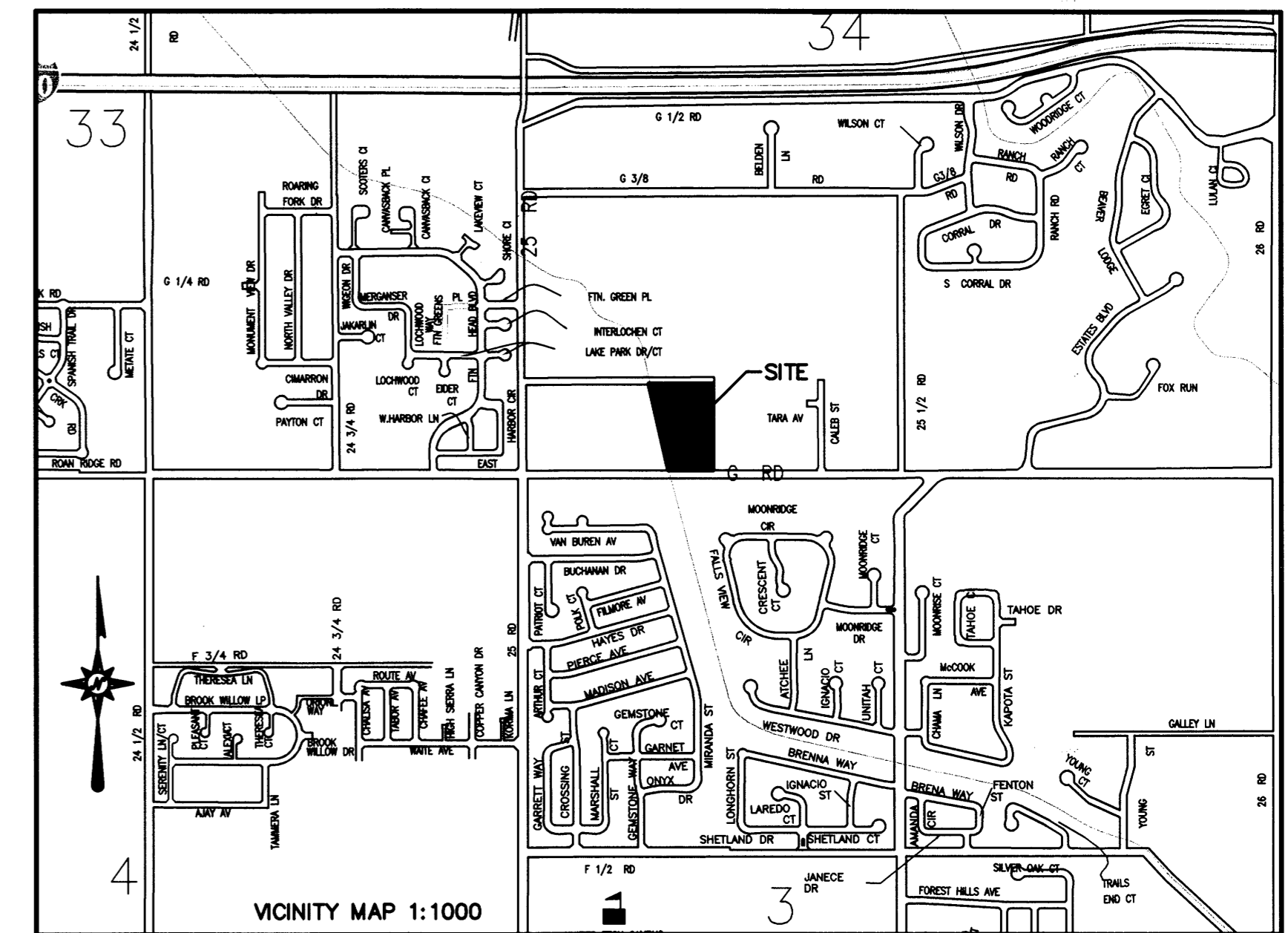
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2021 by Quinton Smith

WITNESS MY HAND AND OFFICIAL SEAL: Nathan Rhodes  
NOTARY PUBLIC

ADDRESS: 649 Market St, Grand Junction, CO 81505  
MY COMMISSION EXPIRES: 7-19-2023

### TITLE CERTIFICATION

We AND THE GUARANTEE CO, 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 described hereon is vested to McCurter Land Company, LLC, An Arkansas 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. As per 2994879 and 2977254  
DATE: August 10, 2021 BY: Karen A. Crebain, Lic Title Ex  
NAME AND TITLE KAREN A. CREBAIN



### 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 Aspen Leaf Estates, a subdivision of a part of the 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



**RIVER CITY**  
CONSULTANTS

215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
Phone: 970.241.4722  
www.rcwsc.com Fax: 970.241.8841

<b>ASPEN LEAF ESTATES</b> a Replat of a portion of Lot 2 of Thunderidge Subdivision, Reception Number 2392251 & a parcel of land described at Reception Number 2977254 situate in the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 34, T.1N., R.1W., Ute Meridian, City of Grand Junction, Mesa County, Colorado			
Sheet 1 of 2	Date: 8/10/2021	Job No. 1071-010	
Surveyed: AKT	Drawn: AKT	Checked: TPJ	
Drawing name: S:\PROJECTS\2021\Prepping Properties\ASpenLeaf\ASpenLeaf\ASpenLeaf.dwg			

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.



# ASPEN LEAF ESTATES

a Replat of a portion of Lot 2 of Thunderidge Subdivision, Reception Number 2392251 & a parcel of land described at Reception Number 2977254  
 situate in the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 34, T.1N., R.1W., Ute Meridian.  
 City of Grand Junction, Mesa County, Colorado

CITY USE BLOCK	
TRACT A	RECEPTION NO. 2994882
TRACT B	RECEPTION NO. 2994882
TRACT C	RECEPTION NO. 2994882
DRAINAGE & IRRIGATION EASEMENTS	RECEPTION NO. 2994883
ALEHOA CCR'S	RECEPTION NO. 2994881
	RECEPTION NO.
	RECEPTION NO.
	RECEPTION NO.
	RECEPTION NO.

Curve Table					Curve Table						
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing	Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	7.54'	192.00'	002°15'04"	7.54'	S01° 08' 41"E	C13	30.93'	122.00'	014°31'27"	30.84'	N77° 42' 05"E
C2	47.22'	192.00'	014°05'25"	47.10'	S09° 18' 55"E	C14	10.60'	122.00'	004°58'44"	10.60'	N87° 27' 10"E
C3	54.78'	192.00'	016°20'29"	54.58'	N08° 11' 23"W	C15	41.53'	122.00'	019°30'11"	41.33'	N80° 11' 27"E
C4	36.26'	128.00'	016°13'56"	36.14'	S81° 45' 20"W	C16	48.16'	170.00'	016°13'56"	48.00'	N08° 14' 40"W
C5	48.73'	172.00'	016°13'56"	48.57'	S81° 45' 20"W	C17	42.50'	150.00'	016°13'56"	42.35'	S81° 45' 20"W
C6	41.93'	148.00'	016°13'56"	41.79'	S08° 14' 40"E	C18	48.48'	170.00'	016°20'29"	48.32'	N08° 11' 23"W
C7	54.39'	192.00'	016°13'56"	54.21'	S08° 14' 40"E						
C8	42.21'	148.00'	016°20'29"	42.07'	N08° 11' 23"W						
C9	26.62'	148.00'	010°18'20"	26.58'	N05° 10' 19"W						
C10	15.59'	148.00'	006°02'09"	15.58'	N13° 20' 33"W						
C11	24.26'	172.00'	008°04'51"	24.24'	N85° 49' 52"E						
C12	24.47'	172.00'	008°09'04"	24.45'	N77° 42' 54"E						

**LEGEND**

⊕	FOUND 1.25" ALUMINUM CAP LS 12901
⊙	FOUND 2.00" ALUMINUM CAP PLS 12901
⊠	FOUND #5 REBAR
⬠	ALIQUOT CORNER AS DESCRIBED
●	1.5" ALUMINUM CAP ON # 5 REBAR PLS 38274 RCC
◇	CALCULATED POSITION
---	EASEMENT LINE
---	PARCEL LINE
---	ROW LINE
---	ALIQUOT LINE

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 south line of the southwest quarter of the southwest quarter of Section 34, T.1N., R.1W., Ute Meridian. The west sixteenth corner on the south line of said section 34 being a 2.25" brass cap marked MESA COUNTY SURVEY MARKER, and the southwest corner of said Section being a 3.25" aluminum cap marked MESA COUNTY SURVEY MARKER NO. bearing South 89°58'48" West, as shown hereon.

All exterior boundary monuments are set in concrete.

**AREA SUMMARY**

Lots	3.41	ac	64.47 %
Tracts	1.00	ac	19.12 %
Right of Way (Dedicated)	0.87	ac	16.41 %
Total	5.28	ac	100.00 %

- 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
  - R: RANGE IN DEFINING LOCATION IN PLSS
  - REC: RECEPTION
  - ROW: RIGHT OF WAY
  - S: SOUTH
  - T: TOWNSHIP
  - UM: UTE MERIDIAN
  - W: WEST
  - Ø: DIAMETER
  - GVIC: GRAND VALLEY IRRIGATION COMPANY
  - ALEHOA: ASPEN LEAF ESTATES HOME OWNERS ASSOCIATION

**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 Aspen leaf Estates, a subdivision of a part of the 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



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.rcwest.com

**ASPEN LEAF ESTATES**  
 a Replat of a portion of Lot 2 of Thunderidge Subdivision, Reception Number 2392251 & a parcel of land described at Reception Number 2977254 situate in the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 34, T.1N., R.1W., Ute Meridian, City of Grand Junction, Mesa County, Colorado

Sheet 2 of 2	Date: 8/10/2021	Job No. 1071-010
Surveyed: AKT	Drawn: AKT	Checked: TPJ
Drawing name: S:\PROJ\2021\20210810\20210810_Highland_MesaCounty\20210810-ASPEN LEAF ESTATES\DWG		

# Aspen Valley Estates

SE1/4 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian  
City of Grand Junction, County of Mesa, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION:  
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, McCurter Land Company, LLC, an Arkansas limited liability company is the owner of certain real property in the City of Grand Junction, County of Mesa, State of Colorado, being situated in the southeast quarter of the southwest quarter of Section 34, Township 1 North, Range 1 West of the Ute Meridian, described at Reception Number 2829896 of the records of the Mesa County Clerk and Recorder, and as shown hereon, said property being more particularly described as follows:

The N1/2 SE1/4 SW1/4 of Section 34, Township 1 North, Range 1 West of the Ute Meridian EXCEPT the West 523.36 feet of the North 166.46 feet of the N1/2 SE1/4 SW1/4 of said Section 34 AND EXCEPT Beginning at a point [POB 1] which bears South 00°01'20" West 166.46 feet from the Northwest corner of the N1/2 SE1/4 SW1/4 of said Section 34; thence South 89°56'25" East 523.36 feet; thence South 00°01'20" West 166.46 feet; thence North 89°56'25" West 523.36 feet; thence North 00°01'20" East 166.46 feet to the point of beginning AND ALSO EXCEPT Beginning at a point [POB 2] which bears South 89°56'25" East 523.36 feet from the Northwest corner of the N1/2 SE1/4 SW1/4 of said Section 34; thence South 89°56'25" East 417.42 feet; thence South 00°01'20" West 208.71 feet; thence North 00°01'20" East 208.71 feet to the point of beginning.

Said Owner has 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 Aspen Valley Estates, in the City of Grand Junction, County of Mesa, State of Colorado, and do hereby make the following dedications and grants:

All streets shown hereon are dedicated to the City of Grand Junction for the use of the public forever.

A Utility Easement over the entirety of Tract A and Tract B is hereby dedicated to the City of Grand Junction as a perpetual easement 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, equivalent other public utility providers and appurtenant facilities.

A Drainage Easement over the entirety of Tract C is dedicated to the City of Grand Junction as a perpetual easement for the inspection, installation, operation, maintenance and repair of detention and drainage facilities and appurtenances thereto. The City of Grand Junction is 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 Multipurpose Easements as shown hereon are dedicated to the City of Grand Junction for the use of City-approved utilities and public providers as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary 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/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.

Said Owner certifies that all lienholders, if any, are represented hereon.

IN WITNESS WHEREOF said Owners has caused its name to be hereunto subscribed

this 12<sup>th</sup> day of August, 2019.

McCurter Land Company, LLC,  
an Arkansas limited liability company

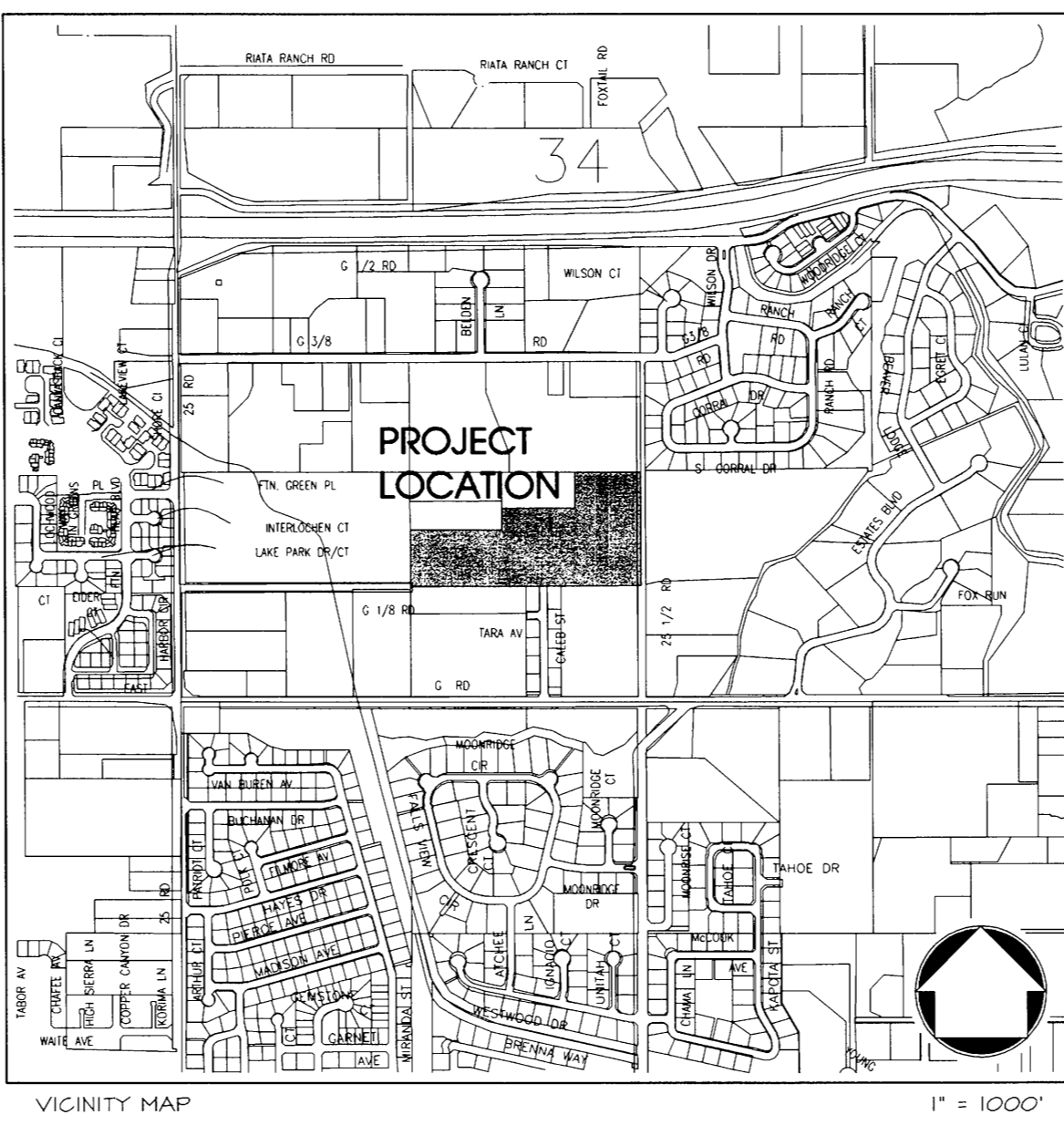
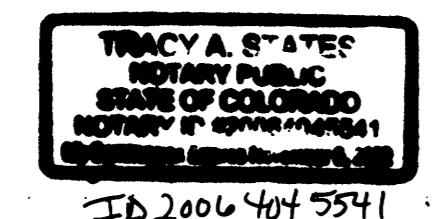
Said Owner certifies that all lienholders, if any, are represented hereon.

By: James R. McCurter  
James R. McCurter, Managing Member

State of Colorado }  
County of Mesa } ss

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2019, by James McCurter, Managing Member of McCurter Land Company, LLC, an Arkansas Limited Liability Company, on behalf of the company.

Witness my hand and official seal Tracy A. Stutes  
My commission expires 11/06/2022  
Notary Public



- Symbols and Abbreviations used on this plat
- A: arc length of curve
  - BLM: bureau of land management
  - C: center
  - ChBrg: bearing of long chord of curve
  - E: east
  - Lc: length of long chord of curve
  - MCSM: mesa county survey marker
  - Mon: monument
  - N: north
  - No. or #: number
  - NR: non-radial
  - PLS: professional land surveyor
  - PLSS: public land survey system
  - R: range in defining the location in the PLSS
  - R: radius of curve in defining a curve
  - Rec. No.: Reception Number
  - R.O.W.: right-of-way
  - S: south
  - sq.ft.: square feet
  - T: township
  - UM: ute meridian
  - W: west

### PLAT NOTES

- Tract A shall be conveyed to the Aspen Valley Estates HOA by separate instrument for Shared Driveway purposes subject to a utility easement over its entirety granted or reserved by this plat, and shall constitute Common Area under the Declaration of Covenants, Conditions and Restrictions for Aspen Valley Estates.
- Tract B shall be conveyed to the Aspen Valley Estates HOA by separate instrument for Open Space purposes subject to a drainage easement over its entirety granted to the City of Grand Junction and/or reserved on this plat, and shall constitute Common Area under the Declaration of Covenants, Conditions and Restrictions for Aspen Valley Estates.
- Tract C shall be conveyed to the north adjoining property owner subsequent to the recording of this plat and subject to the various easements granted or reserved on this plat, and shall NOT constitute Common Area under the Declaration of Covenants, Conditions and Restrictions for Aspen Valley Estates.
- Tract D, Tract E and Tract F shall be conveyed to the south adjoining property owner subsequent to the recording of this plat and subject to the various easements granted or reserved on this plat, and shall NOT constitute Common Area under the Declaration of Covenants, Conditions and Restrictions for Aspen Valley Estates.
- Tract G shall be conveyed to the Aspen Valley Estates HOA by separate instrument for Open Space purposes subject to easements as shown hereon, and shall constitute Common Area under the Declaration of Covenants, Conditions and Restrictions for Aspen Valley Estates.
- Irrigation easements (A) and (B) shall be conveyed to the Aspen Valley Estates HOA by separate instrument.
- Drainage easement (A) shall be conveyed to the Aspen Valley Estates HOA by separate instrument.
- Drainage easements shall be conveyed to the Aspen Valley Estates HOA by separate instrument.
- The Ingress, Egress and Utility Easements granted in Reception Numbers 1117199, 1117200 and 1117201 are to be vacated upon completion of the construction of the connecting streets within Aspen Valley Estates as provided for by Agreements recorded with this plat as referenced in the City Use Block hereon.

NOTICE: Certain Notes are included on this plat as required by the City of Grand Junction as conditions for approval of this subdivision. This surveyor and/or River City Consultants, Inc. shall not be held responsible for the enforcement of those conditions which said notes are intended to dictate after the recording of this plat. Nor shall the failure of those conditions being enforced cause this surveyor and/or River City Consultants, Inc. to be responsible to revise, amend or replat this subdivision plat.

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

### TITLE CERTIFICATION

**LAND GUARANTEE COMPANY**  
We, **Abstract & Title Company of Mesa County**, 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 McCurter Land Company, 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. **LIENHOLDERS AS TIMBERLINE BANK - RECEIPTION NO. 2874003; DEBRA JENICK - RECEIPTION NO. 2869900 AS TRUSTEE AND RECEIPTION NO. 2869899 AS NOTE;**  
DATE: August 13, 2019  
BY: SKYLER O'CONNOR / LIC. TITLE EX.  
**Abstract & Title Company of Mesa County**  
**LAND TITLE GUARANTEE COMPANY**  
**TRACER A. CRESPIN**

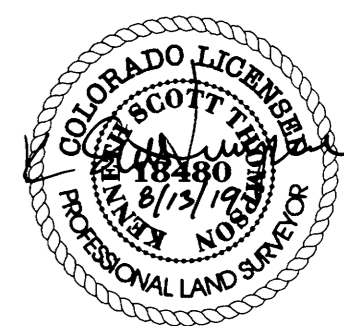
### CITY APPROVAL

This plat of Aspen Valley Estates, a subdivision in the City of Grand Junction, County of Mesa, Colorado, is hereby approved and dedications accepted this 14 day of August, 2019.  
[Signature] City Manager  
[Signature] Mayor

### SURVEYOR'S STATEMENT

I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat of Aspen Valley Estates, a subdivision of a part of the City of Grand Junction, 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.

Kenneth Scott Thompson,  
Colorado PLS 18480



AREA SUMMARY		
LOTS	10.083 acre	71.93%
TRACTS A, B & G	0.584 acre	4.17%
TRACTS C-F	0.046 acre	0.33%
STREETS	3.304 acre	23.57%
TOTAL	14.017 acre	100.00%

CITY USE BLOCK	
Covenants, Conditions & Restrictions	Reception Number <u>2891258</u>
Tracts A and B to the Aspen Valley Estates HOA	Reception Number <u>2891259</u> <u>2891260</u>
Tract C to the north adjoining property owner	Reception Number <u>2891261</u>
Tracts D, E and F to the south adjoining property owner	Reception Number <u>2891262</u> <u>2891263</u>
Tract G to the Aspen Valley Estates HOA	Reception Number <u>2891264</u>
Irrigation Easement (A) to the user adjointer	Reception Number <u>2891265</u>
Irrigation Easement (B) to the user adjointer	Reception Number <u>2891266</u>
Drainage Easement (A) to the source adjointer	Reception Number <u>2891267</u>
Drainage Easements to the Aspen Valley Estates HOA	Reception Number <u>2891268</u>
Temporary Easement Agreement for 2701-343-00-110	Reception Number <u>NA</u>
Temporary Easement Agreement for 2701-343-00-111	Reception Number <u>NA</u>
Temporary Easement Agreement for 2701-343-00-112	Reception Number <u>NA</u>

CLERK AND RECORDER'S CERTIFICATE  
This plat was filed for record in the Office of the Mesa County Clerk and Recorder at 8:08 o'clock A.m., on the 14<sup>th</sup> day of August, 2019, and is duly recorded at Reception No. 2891255.  
Drawer No. E3-67. Fees: \$20<sup>00</sup>+3<sup>00</sup>

TINA PETERS  
Clerk and Recorder of Mesa County  
[Signature]  
Deputy

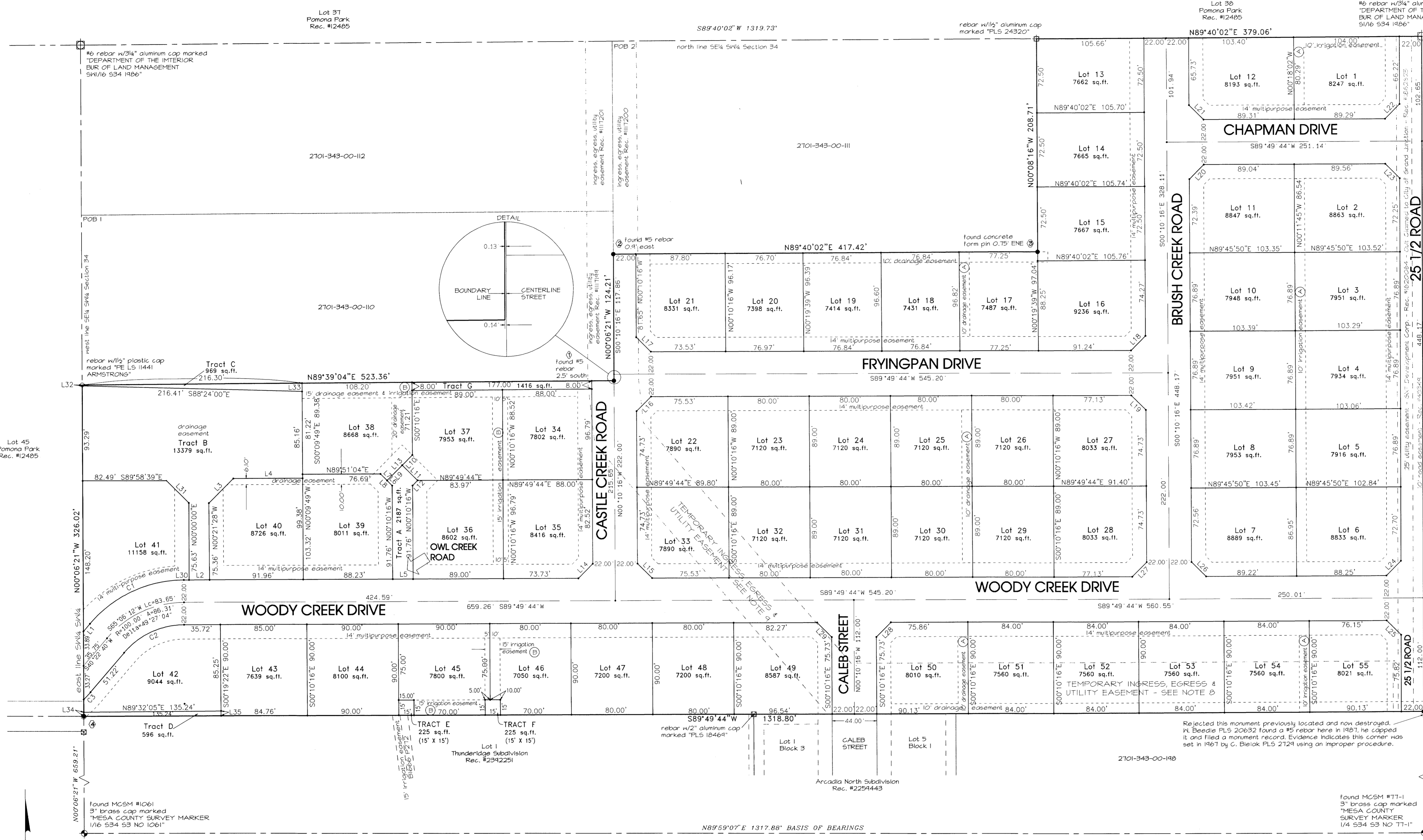
**Aspen Valley Estates**  
**McCurter Land Company LLC**  
SE1/4 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian  
Sheet 1 of 2 | Survey Date: February-May 2018 | Job No. 1071-008  
Surveyed: sig/akt | Drawn: kst | Checked: akt | Date: Aug 6, 2019  
P:\Survey-Msc\Aspen Village Estates\1071-008.pro  
**RIVER CITY CONSULTANTS**  
www.rcwest.com  
744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

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.



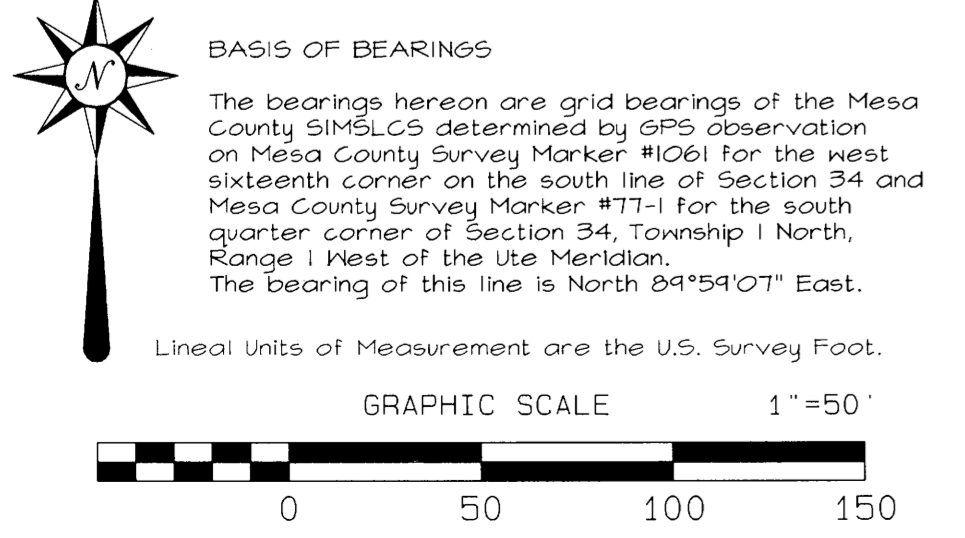
# Aspen Valley Estates

SE1/4 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian  
 City of Grand Junction, County of Mesa, State of Colorado



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S40°22'40"W	9.98'
L2	N89°49'44"E	30.27'
L3	N45°00'00"E	34.08'
L4	N89°50'05"E	68.05'
L5	N89°49'44"E	20.00'
L6	S45°10'16"E	7.11'
L7	S45°10'16"E	9.19'
L8	N45°10'16"W	16.30'
L9	S44°49'44"W	21.25'
L10	S44°49'44"W	14.14'
L11	N45°10'16"W	21.25'
L12	S44°49'44"W	7.11'
L13	N44°49'44"E	35.39'
L14	N44°49'44"E	20.18'
L15	S45°10'16"W	20.18'
L16	S44°49'44"W	20.18'
L17	S45°10'16"E	20.18'
L18	N44°49'44"E	20.18'
L19	N45°10'16"W	20.18'
L20	S44°49'44"W	20.18'
L21	S45°10'16"E	20.18'
L22	N44°49'44"E	20.31'
L23	N45°10'16"W	20.05'
L24	N44°49'44"E	20.31'
L25	N45°10'16"W	20.05'
L26	S45°10'16"E	20.18'
L27	S44°49'44"W	20.18'
L28	S44°49'44"W	20.18'
L29	N45°10'16"W	20.18'
L30	N89°49'44"E	5.14'
L31	S45°00'00"E	31.05'
L32	N00°06'21"W	0.80'
L33	N00°09'49"W	8.16'
L34	N00°08'21"W	4.06'
L35	S00°10'16"E	4.75'



**BASIS OF BEARINGS**  
 The bearings hereon are grid bearings of the Mesa County SIMS/LCS determined by GPS observation on Mesa County Survey Marker #1061 for the west sixteenth corner on the south line of Section 34 and Mesa County Survey Marker #1111 for the south quarter corner of Section 34, Township 1 North, Range 1 West of the Ute Meridian. The bearing of this line is North 89°51'07" East.

Lineal Units of Measurement are the U.S. Survey Foot.

**GRAPHIC SCALE** 1" = 50'

**MONUMENTS LEGEND**

- ⊕ Found brass cap monument as noted
- ⊙ Found aluminum monument as noted
- ⊖ Found monument as noted
- end of line segment
- calculated position - no monument
- ⊙ 3" aluminum cap marked "RIVER CITY CONSULTANTS PLS 18480" set on 24" #5 rebar
- ⊙ 1 1/2" MORASSE plastic cap marked "RIVER CITY CONSULTANTS PLS 18480, BOUNDARY MARKER" set on 24" #5 rebar

(boundary rebar monuments set in concrete)

**Found and Rejected monuments**

- ⊖ rejected bare rebar inconsistent with record deed, occupation and other evidence
- ⊙ rejected bare rebar inconsistent with record deed, occupation and other evidence
- ⊙ rejected form pin near fence post as inconsistent with record deed, occupation and other evidence
- ⊙ rejected unmarked rebar as inconsistent with previously surveyed location - possible slope slumping

**CURVE TABLE**

LINE	ARC	CHORD	BEARING	RADIUS	DELTA	CHORD
C1	105.30'	N65°06'12"E	122.00'	49°27'04"	102.06'	
C2	67.32'	S65°06'12"W	78.00'	49°27'04"	65.25'	
C3	9.85'	S42°41'23"W	122.00'	4°37'27"	9.84'	

Note: A 10' wide easement granted to U S West Communications Inc. at Rec. #144171 is described as "1425' along the south and west shoulder of a private drive from 25 1/2 Road to a house at 721 on the north end of said drive." The existing telephone lines within this poorly described easement affecting Lots 33 and 44-54 of this plot are being relocated by this project and properly defined easements (14' multi-purpose) are dedicated hereon to accommodate the replacement lines.

This easement will be vacated by separate instrument.

**Aspen Valley Estates**  
 McCurter Land Company LLC

SE1/4 SW1/4 Section 34, Township 1 North, Range 1 West, Ute Meridian  
 Sheet 2 of 2 | Survey Date: February-May 2018 | Job No. 1071-008  
 Surveyed: sig/akt | Drawn: kst | Checked: akt | Date: Aug 13, 2019  
 P:\Survey-Msc\Aspen Valley Estates\1071-008.pro

**RIVER CITY CONSULTANTS**  
 744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722  
 www.rccwest.com



**CITY OF GRAND JUNCTION**

**RESOLUTION NO. \_\_-21**

**A RESOLUTION RENAMING G 1/8 ROAD TO WOODY CREEK DRIVE BETWEEN  
25 ROAD AND ASPEN VALLEY ESTATES**

Recitals.

Title 21.06.010(b)(7) of the Grand Junction Municipal Code states a street naming system shall be maintained to facilitate the provisions of necessary public services and provide more efficient movement of traffic. For consistency, this system shall be adhered to on all newly platted, dedicated, or named streets and roads. Existing streets and roads not conforming or inconsistent to the addressing system shall be made conforming as the opportunity occurs.

Streets and road names that contain fractions have been identified as an issue throughout the community for a variety of reasons, including visitors to the community being able to navigate to electronic GPS and 911 systems not “understanding” the fraction.

The proposed name change will not negatively impact adjacent land uses or neighborhood stability or character.

The proposal is in conformance with the goals and policies of the Comprehensive Plan and requirements of the Zoning and Development Code.

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

That G 1/8 Road between 25 Road and Aspen Valley Estates as described in this resolution is hereby changed to Woody Creek Drive.

ADOPTED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_ 2021.

ATTEST:

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

\_\_\_\_\_  
President of City Council



## Grand Junction City Council

### Regular Session

Item #4.b.

---

**Meeting Date:** November 17, 2021

**Presented By:** Kristen Ashbeck, Principal Planner/CDBG Admin

**Department:** Community Development

**Submitted By:** Kristen Ashbeck

---

### **Information**

#### **SUBJECT:**

A Resolution Clarifying Resolution Nos. 19-18 and 39-20 Affirming the Approval of the Service Plan for the Lowell Village Metropolitan District

#### **RECOMMENDATION:**

Staff recommends approval of the resolution.

#### **EXECUTIVE SUMMARY:**

The Service Plan for the Lowell Village Metropolitan District (District) was approved at City Council meeting on March 21, 2018 by Resolution No. 19-18. There were three conditions set forth in the resolution. Conditions 2 and 3 were met as set forth in subsequent Resolution No. 39-20 at the time City Council approved an Intergovernmental Agreement (IGA) with the Metropolitan District. The District has requested that the City review the filings the District has made with the City in light of the March 21, 2018 hearing testimony and Resolution No. 39-20 in order to clarify that Condition 1 has been satisfied and to affirm that the Service Plan for the Lowell Village Metropolitan District has been unconditionally approved. Staff has reviewed the Service Plan information and previous conditions and has found, as confirmed in this draft resolution, that all conditions of approval have been satisfied.

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

The Service Plan for the Lowell Village Metropolitan District (District) was approved at the City Council meeting on March 21, 2018 with Resolution No. 19-18. There were three conditions set forth in the resolution as follows.

1. Revise the legal description and boundary map within the Service Plan so that each correlates to the other and accurately depicts the location of the services to be provided

and an accurate map of Areas of Operations and Maintenance that clearly shows the area(s) within which the services will be provided by the District and whether the area(s) are within or outside the District Boundaires; and

2. An Approved Development Plan be on file with the City; and

3. An Intergovernmental Agreement and such other agreement(s) as deemed necessary or required and in a form(s) acceptable to the City describing the performance of any services (e.g. water acquisition, treatment and delivery; transportation systems; road and drainage systems; and recreation facilities, parks and open space) by and between the proposed District and the City that is to be allowed by the Service Plan.

Conditions 2 and 3 were met as set forth in subsequent Resolution No. 39-20 at the time City Council approved an Intergovernmental Agreement (IGA) with the Metropolitan District.

The District has requested that the City review the filings the District has made with the City in light of the March 21, 2018 hearing testimony and Resolution No. 39-20 in order to clarify that Condition 1 has been satisfied and to affirm that the Service Plan for the Lowell Village Metropolitan District has been unconditionally approved by the City Council. Staff has reviewed the Service Plan and associated documents and has determined that Condition 1 had been satisfied with an amended legal description and revised boundary map just prior to the March 21, 2018 hearing as represented in Staff's testimony at the hearing. The attached resolution clarifies the previous resolutions, indicating that all conditions have been satisfied. The unconditional approval of the Service Plan will enable the District to issue bonds for purposes of generating funds to construct infrastructure for Phase 2 of the Lowell Village Townhomes project.

**FISCAL IMPACT:**

There is not direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Resolution No. 93-21, a resolution clarifying Resolution Nos. 19-18 and 39-20 affirming the approval of the Service Plan for the Lowell Village Metropolitan District.

**Attachments**

1. Resolution No. 19-18 - 2018
2. Resolution No. 39-20 - 2020
3. RES-Service Plan Satisfaction



**CITY OF GRAND JUNCTION, COLORADO**  
**RESOLUTION NO. 19-18**  
**A RESOLUTION APPROVING THE SERVICE PLAN FOR THE LOWELL VLLAGE**  
**METROPOLITAN DISTRICT**

A. Pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan ("**Service Plan**") for the proposed Lowell Village Metropolitan District ("**District**") has been submitted to the City Council ("**Council**") of the City of Grand Junction, Colorado ("**City**"). A copy of the **Service Plan** is attached hereto as Exhibit "A".

B. Pursuant to the provisions of Title 32, Article 1, Colorado Revised Statutes (C.R.S.), as amended, and the Grand Junction Municipal Code ("GJMC") on March 7, 2018 the Council scheduled a public hearing on the **Service Plan** for March 21, 2018.

C. Notice of the hearing before the Council on March 21, 2018 was duly published in the *Daily Sentinel*, a newspaper of general circulation within the City, on February 26, 2018 (minimum 20 days prior to hearing), as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Department of Local Affairs, and the governing body of each municipality and Title 32 Special District that has levied *ad valorem* tax within the next preceding tax year and that has boundaries within a radius of three miles of the District.

D. The Council has considered the **Service Plan** and all other testimony and evidence presented at the hearing.

E. The Council finds that the **Service Plan** shall be approved with the following conditions which shall be met prior to the Metropolitan District Service Plan becoming effective, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended. For purposes of this Resolution, the effective date is the date which the election results are accepted/certified by the Colorado Department of Local Affairs:

- 1) Revise legal description and boundary map within the **Service Plan** so that each correlate to the other and accurately depict the location of the services to be provided and an accurate map of Areas of Operations and Maintenance that clearly shows the area(s) within which the services will be provided by the District and whether the area(s) are within or outside the District Boundaries; and,
- 2) An Approved Development Plan be on file with the City; and,
- 3) An Intergovernmental Agreement and such other agreement(s) as deemed necessary or required and in a form(s) acceptable to the City describing the performance of any services (*e.g.* water acquisition, treatment and delivery; transportation systems; road and drainage systems; and recreation facilities, parks and open space) by and between the proposed District and the City that is to be allowed by the **Service Plan**.

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

1. The Council hereby determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the **Service Plan** for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law.



2. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;

(b) The existing service in the area to be served by the proposed District is inadequate for present and projected needs;

(c) The proposed District is capable of providing economical and sufficient service to the area within the proposed boundaries; and

(d) The area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

3 This Resolution shall be filed in the records of the City and a copy thereof submitted to the petitioners for the District for filing in the District Court of Mesa County, Colorado.

4. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

**PASSED, ADOPTED AND APPROVED** this 21st day of March 2018.



Bennett Boeschstein, Mayor *Pro Tem*

ATTEST:



Wanda Winkelmann, City Clerk



**SERVICE PLAN**  
**FOR**  
**LOWELL VILLAGE METROPOLITAN DISTRICT**  
**CITY OF GRAND JUNCTION**  
**MESA COUNTY, COLORADO**

Prepared by:

**DEVELOPER**

Jeremy Nelson, Managing Member, Downtown Grand Junction REgeneration LLC

**OWNER'S REPRESENTATIVE**

Christopher Bremner, Founding Principal, Freeheel Development Services LLC

**ATTORNEY**

Pete Smith, Attorney At Law, Pete Smith Law LLC

March 21<sup>st</sup>, 2018

**LIST OF EXHIBITS**

<b>EXHIBIT A</b>	District Boundary Map and Legal Description
<b>EXHIBIT B</b>	Vicinity Map
<b>EXHIBIT C</b>	Site Improvements
<b>EXHIBIT D</b>	Areas of Operations and Maintenance
<b>EXHIBIT E</b>	Cost Estimates
<b>EXHIBIT F</b>	Financial Plan
<b>EXHIBIT G</b>	Sample Disclosure Statement to Purchasers

## **I. INTRODUCTION**

### **a. Purpose and Intent.**

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purposes of the District will be to finance the construction of the Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

### **b. Need for the District.**

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible. It is also necessary in order to not burden the City or the surrounding neighborhoods with the additional maintenance and operation costs associated with the development of the parcel.

### **c. Objective of the City Regarding District's Service Plan.**

The City's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District. All Debt is expected to be repaid by taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy and/or Fees. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

The primary purpose of the District is to provide for the Public Improvements associated with development and, if applicable, regional needs, and operate and maintain Public Improvements not conveyed to the City, other appropriate jurisdiction or an owners' association. This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. Under no circumstance(s) is the City agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

## **II. DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless



the context hereof clearly requires otherwise:

Approved Development Plan: means an Approved Preliminary Plan as approved by the City pursuant to City Code(s) that, among other things, identifies Public Improvements necessary for facilitating development of property within the District.

Board: means the board of directors of the District.

Board of Trustees: means the Board of Trustees of the City of Grand Junction.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Grand Junction, Colorado.

DDA: means the Grand Junction Downtown Development Authority in Grand Junction Colorado.

Developer: means Downtown Grand Junction REgeneration LLC, Colorado limited liability company or a successor entity..

District: means Lowell Village Metropolitan District.

District Boundaries: means the boundaries of the area legally described and depicted on the District Boundary Map in **Exhibit A**.

District Boundary Map: means the map attached hereto as **Exhibit A**, depicting the District's boundaries.

Fees: means any fee imposed and/or received by the District for services, programs or facilities provided by the District.

Financial Plan: means the Financial Plan described in Section VI which describes

(i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Project: means the development or property commonly referred to as "R-5 Redevelopment Site, Undeveloped Land for Townhomes Portion" in the executed Purchase and Sale Agreement between the DDA and the Developer.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act, except as specifically limited in Section V



below, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Area: means the area legally described and depicted on the map attached hereto as **Exhibit A**.

Service Plan: means this Service Plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by the Board of Trustees in accordance with applicable law.

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property subject to *ad valorem* taxes imposed by the District.

Total Debt Issuance Limit: means the maximum amount of general obligation Debt the District may issue, which amount shall be One Million Six Hundred Thousand Dollars (\$1,600,000).

### **III. BOUNDARIES**

The initial District Boundaries include approximately 1.64 acres. A legal description of the District Boundaries and a map of the District Boundary is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Project consists of approximately 1.64 acres of residential land. Based on a January 2017 appraisal, the current assessed valuation of property within the District is approximately \$55,595.00 for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately ninety (90) people based on projected market demand.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

## V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

### a. Types of Improvements.

The District shall have the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. Without limiting the foregoing, following is a general description of the types of Public Improvements and services the District shall be authorized to provide. The proposed types of improvements, but not limited to, is attached hereto as **Exhibit C**.

1. Street Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain street and roadway improvements including, but not limited to, related landscaping, curbs, gutters, sidewalks, culverts and other drainage facilities, pedestrian ways, bridges, overpasses, interchanges, signage, median islands, alleys, parking facilities, paving, lighting, grading and irrigation structures, and fiber optic cable conduit, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that street improvements not conveyed to the City, other appropriate jurisdiction or an owners' association, if any, may be owned and maintained by the District.

2. Water Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain potable, non-potable and irrigation water systems including, but not limited to, transmission lines, distribution mains and laterals, storage and treatment facilities, water right acquisition, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that water improvements not conveyed to the City, other appropriate jurisdiction or an owners' association, if any, may be owned and maintained by the District.

3. Sanitation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain sanitation improvements including, but not limited to, sanitary sewer transmission lines, wastewater treatment, storm drainage, detention/retention ponds, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that sanitation improvements not conveyed to the City, other appropriate jurisdiction or an owners' association, if any, may be owned and maintained by the District.

4. Safety Protection Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain traffic and safety controls and devices on streets, highways and railroad crossings including, but not limited to, signalization, signage and striping, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that safety protection improvements not conveyed to the City, other



appropriate jurisdiction or an owners' association, if any, may be owned and maintained by the District.

5. Park and Recreation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain park and recreation facilities and programs including, but not limited to, parks, pedestrian ways, bike paths, bike storage facilities, signage, interpretive kiosks and facilities, open space, landscaping, cultural activities, community centers, recreational centers, water bodies, wildlife preservation and mitigation areas, irrigation facilities, playgrounds, pocket parks, swimming pools, and other active and passive recreational facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that park and recreation improvements not conveyed to the City, other appropriate jurisdiction or an owners' association, if any, may be owned and maintained by the District.

6. Transportation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain a system to transport the public by bus, rail or any other means of conveyance, or any combination thereof, including, but not limited to, bus stops and shelters, park-and-ride facilities, parking facilities, bike storage facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that transportation improvements not conveyed to the City, other appropriate jurisdiction or an owners' association, if any, may be owned and maintained by the District.

7. Mosquito Control. The District shall have the power to provide for the eradication and control of mosquitos, including but not limited to elimination or treatment of breeding grounds and the purchase, lease, contracting or other use of equipment or supplies for mosquito control.

8. Fire Protection. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop and (on a supplemental basis) operate and maintain improvements for fire protection and emergency response services, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that fire protection and emergency response services will be provided to the Project by the City or other appropriate jurisdiction, but not the District.

9. Television Relay and Translation Improvements. The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain television relay and translation facilities and programs, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities.

b. Other Powers.

Operations and Maintenance. The District shall be authorized to operate and maintain Public Improvements not conveyed to the City or other governmental entities having proper jurisdiction in a manner consistent with the Approved Preliminary Plan. Although it is anticipated that the

District will not operate and maintain public street improvements, the District is expressly authorized, but not obligated, to supplement such operations and maintenance to the extent that the Board in its sole discretion may determine is appropriate. With respect to any Public Improvements which remain under District ownership, if any, the District shall be authorized to enter into one or more agreements with owners' associations pursuant to which an owners' association may operate and maintain such Public Improvements. The proposed types of operations and maintenance, includes but is not limited too, is attached hereto as **Exhibit D**.

1. Security Services. Subject to the provisions of Section 32-1-1004(7), C.R.S., the District shall have the power to furnish security services within the District.

2. Covenant Enforcement. Subject to the provisions of Section 32-1-1004(8), C.R.S., the District shall have the power to furnish covenant enforcement and design review services within the District.

3. Phasing; Deferral. Except as may be limited herein, the District shall have the right, without having to amend this Service Plan, to defer, delay, reschedule, re-phase or restructure the financing and/or construction of the Public Improvements to accommodate the pace of development within the Project, resource availability and the funding capability of the District.

4. Service Plan Amendment. The District shall have the authority to amend or modify this Service Plan, as needed, subject to the applicable statutory procedures.

5. Additional Services. Except as specifically provided herein, the District shall be authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

6. Subdistricts. The District shall have the authority pursuant to Section 32-1-1101(1)(f), C.R.S., and Sections 32-1-1101(1.5)(a)-(e), C.R.S., to divide the District into one or more areas consistent with the services, programs and facilities to be furnished therein. The exercise of such authority shall not be deemed a material modification of this Service Plan.

7. Special Improvement District. The District shall have the authority pursuant to Section 32-1-1101.7, C.R.S., to establish one or more special improvement districts within the boundaries of the District, including the power to levy assessments.

8. Intergovernmental Agreements. At such time as the District has been recognized as a governmental agency under Colorado law, the District shall then have the authority to enter into such intergovernmental agreements as may be necessary to perform the functions for which the District has been organized, including the provision of Public Improvements required by any Approved Development Plan. Furthermore, it is the intent of the District to enter into such intergovernmental agreements as may be necessary to perform the functions for which the District has been organized including the provision of Public Improvements required by any Approved Development Plan.

c. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and



specifications of the City and of other governmental or non-governmental entities having proper jurisdiction consistent with the Approved Preliminary Plan. Where such standards and specifications may not be optimal given the project type, context, or constraints, the District will ensure that any variances from said standards and specifications are subject to the applicable variance procedures of the City and of other governmental or non-governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. The conveyance of Public Improvements shall be subject to applicable acceptance procedures of the City and of other governmental or non-governmental entities having proper jurisdiction.

d. Inclusion Limitation. The District shall not include within any its boundaries any property outside the Service Area without the prior written consent of the City except upon petition of the fee owner or owners of one hundred percent (100%) of such property as provided in Section 32-1-401(1)(a), C.R.S.

e. Total Debt Issuance Limitation. The District shall not issue Debt in excess of the Total Debt Issuance Limit; provided, however, any refunding Debt shall not count against the Total Debt Issuance Limit. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

f. Estimate of Public Improvement Costs. The District shall have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and adjacent to the boundaries of the District, to be more specifically defined in a Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District and is approximately One Million Six Hundred Thousand Dollars (\$1,600,000.00) in 2017 dollars, as further described in **Exhibit E**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements or that construction should reasonably qualify for variances from said requirements subject to the applicable variance procedures of the City and of other governmental or non-governmental entities having proper jurisdiction. Actual Public Improvements to be constructed and their costs may vary, and increase or decrease the costs of any category of Public Improvements to serve the Project as development occurs without the necessity of amending this Service Plan. Costs for development will be based on the Approved Development Plan and associated Development Improvements Agreement (DIA) rather than the initial cost estimate of the Metropolitan District Service Plan.

## **VI. FINANCIAL PLAN**

a. General.

The District shall be authorized to provide for the planning, design, acquisition,



construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Total Debt Issuance Limit and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general *ad valorem* taxes to be imposed upon all Taxable Property of the District (and associated specific ownership tax revenues) and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. The Financial Plan attached hereto as **Exhibit F** provides hypothetical assumptions for financing the Public Improvements and is provided for illustrative purposes only. Subject to the limitations set forth herein, the District shall be permitted to issue Debt on a schedule and in such years as the District determines shall meet the needs of the District and phased to serve development as it occurs.

Prior to the issuance of Debt, it is anticipated that the Developer may advance funds, and/or contractual or in-kind services to the District to pay the organizational costs of the District and costs for constructing and installing Public Improvements. The District shall be authorized to reimburse such Developer advances with interest from Debt proceeds or other legally available revenues.

b. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

c. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the Taxable Property of the District for payment of Debt, and shall be determined as follows:

1. For any District Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such Debt shall be sixty-five (65) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if, on or after January 1, 2018, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor

enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For any District Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

d. Debt Repayment Sources.

The District may impose a mill levy as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy, except as provided in Section VI.C.2 above.

e. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

f. District's Operating Costs.

The estimated cost of acquiring land, engineering and planning services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be approximately One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be



constructed and maintained. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

It is anticipated that the Developer may advance funds and/or contractual or in-kind services to the District to pay its operating costs until such time as the District has sufficient revenue from its operation and maintenance mill levy. The District shall be authorized to reimburse the Developer for such advances with interest.

## **VII. ANNUAL REPORT**

### **a. General.**

The District shall be responsible for submitting an annual report to the City no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

### **b. Annual Reporting Requirements.**

The annual report to the City shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.
2. Intergovernmental Agreements either entered into or proposed as of December 31 of the prior year.
3. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
4. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
5. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
6. The assessed valuation of the District for the current year.
7. Current year budget.
8. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

## **VIII. DISCLOSURE TO PURCHASERS**

The District will record or cause to be recorded against property within the District information regarding the District, including its authority to impose and collect property taxes, rates, fees, tolls and charges. The District will disclose to all potential purchasers of real property that the property is in a special taxing district and where the purchaser can obtain information online about the District's ability to impose and collect property taxes, rates, fees, tolls and charges per the sample disclosure statement to purchasers in **Exhibit G**. These disclosure protocols exceed current disclosure requirements of C.R.S. Section 38-35.7-101 (at the time of this writing) that only require disclosure that the subject property *may* be in a special taxing district and where the purchaser can obtain information to confirm whether the property is in fact in a special taxing district.

## **IX. DISSOLUTION**

In no event shall the District be dissolved until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes. The District shall only dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt. However, if the District has authorized operation/maintenance functions under this Service Plan, or if by agreement with the City it is desired that the District shall continue to exist, then the District shall continue to exist and shall not dissolve but shall retain the power necessary to impose and collect taxes or fees to pay for the cost of operation and maintenance and/or to perform the agreement(s) with the City; upon satisfaction of any agreement(s) with the City the District may then dissolve.

## **X. MODIFICATION**

Material modifications of the Service Plan as originally approved may be made by the governing body of the District only by petition to and approval by City Council that has adopted a resolution of approval of the District pursuant to CRS sections 32-1-204.5 or 32-1-204.7 in substantially the same manner as is provided for the approval of the original Service Plan. Such approval of modifications shall be required only with regard to changes of a basic or essential nature, including but not limited to the following: a) any addition to the types of services provided by the District; b) any decrease in the level of services provided by the District; c) any decrease in the financial ability of the District to discharge any existing or proposed indebtedness; or d) any decrease in the existing or projected need for organized service in the existing or proposed District boundaries.

## **XI. INCORPORATION OF CITY APPROVAL IN SERVICE PLAN**

This Service Plan for the District, as approved by City Council, shall be the terms by which the District shall operate.

## **XII. CONCLUSION**

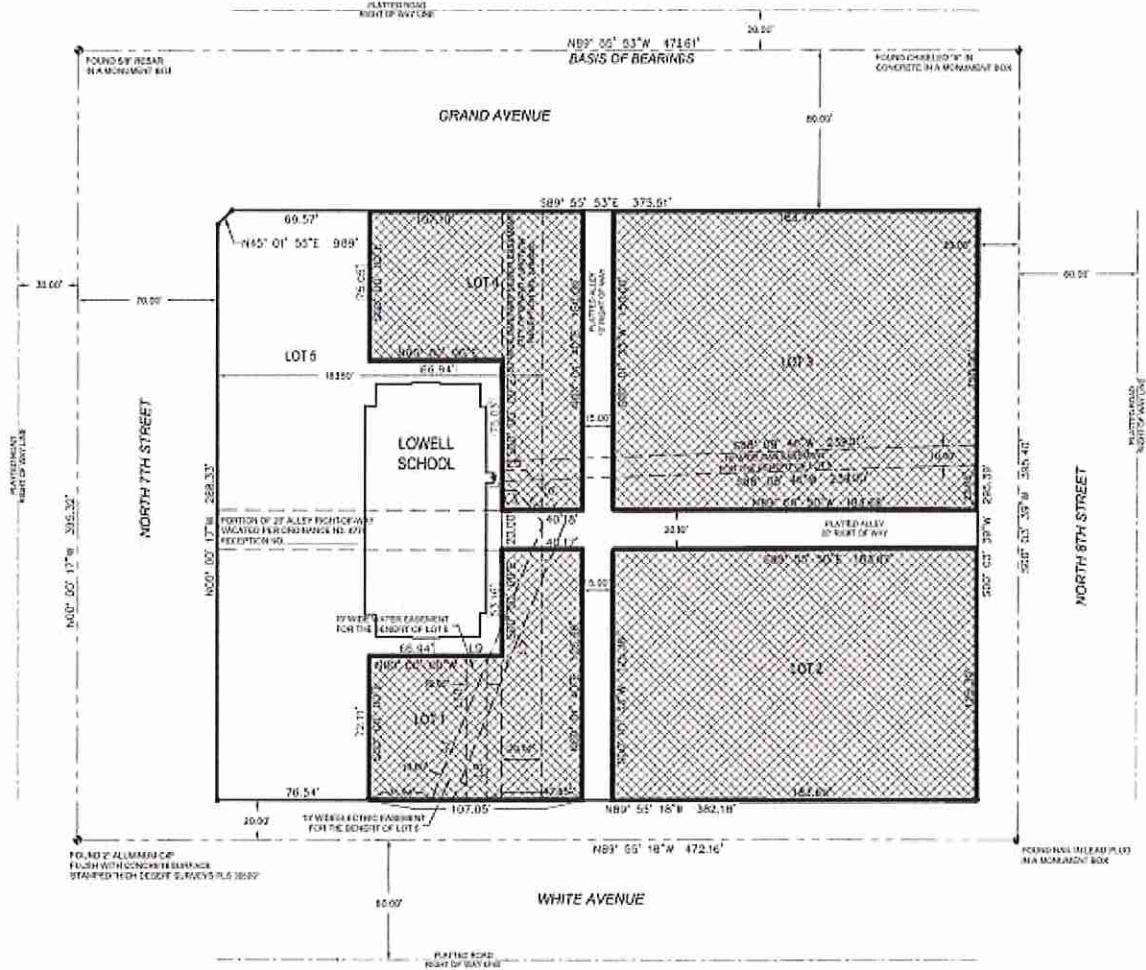
It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.



# EXHIBIT A

## District Boundary Map and Legal Description

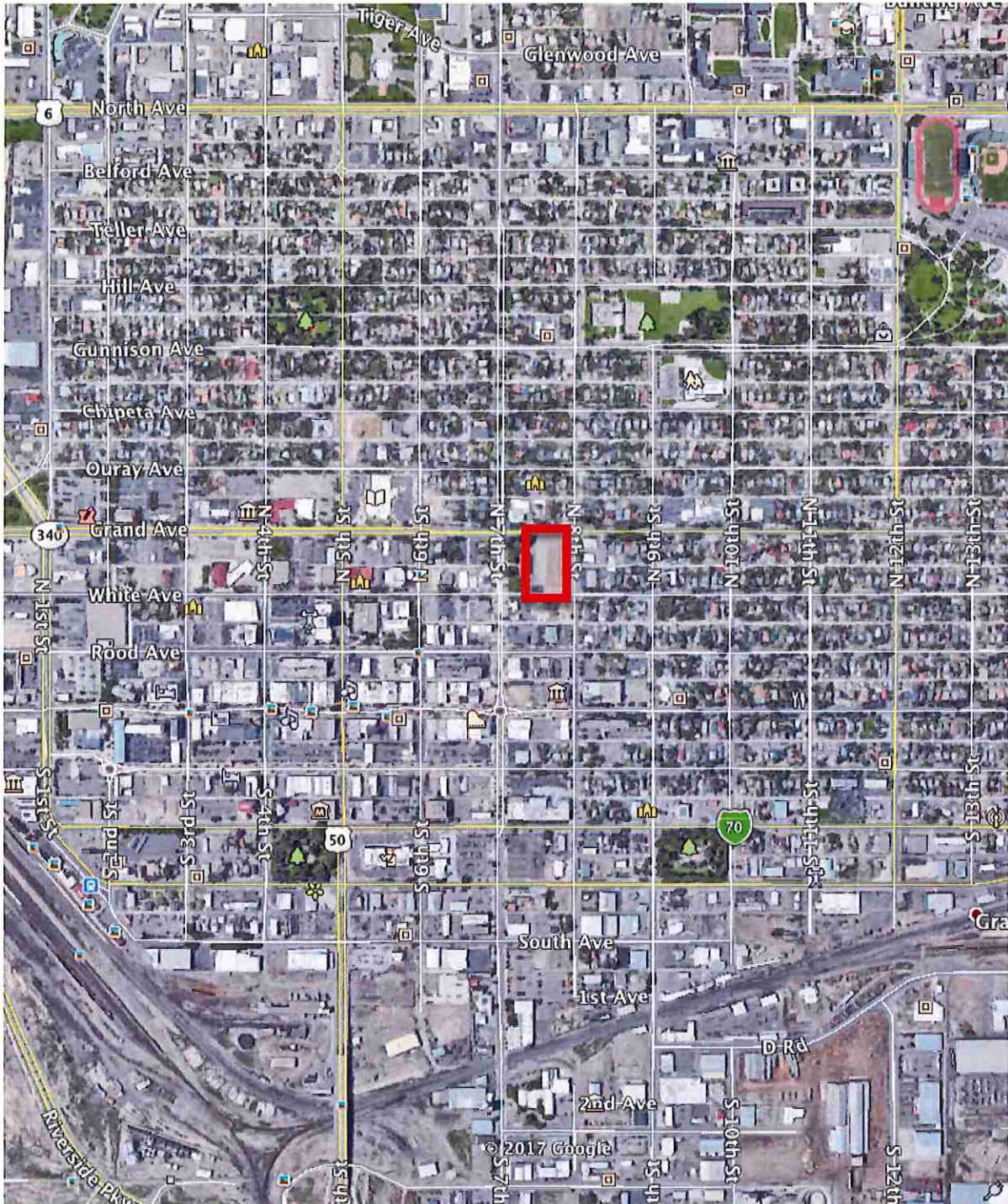


Legal Description: Lots 1-4, Block 84, Plat of Resurvey of Second Division of City of Grand Junction, Plat Book 2, Page 37 Located within the SE 1/4 of Section 14, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado.



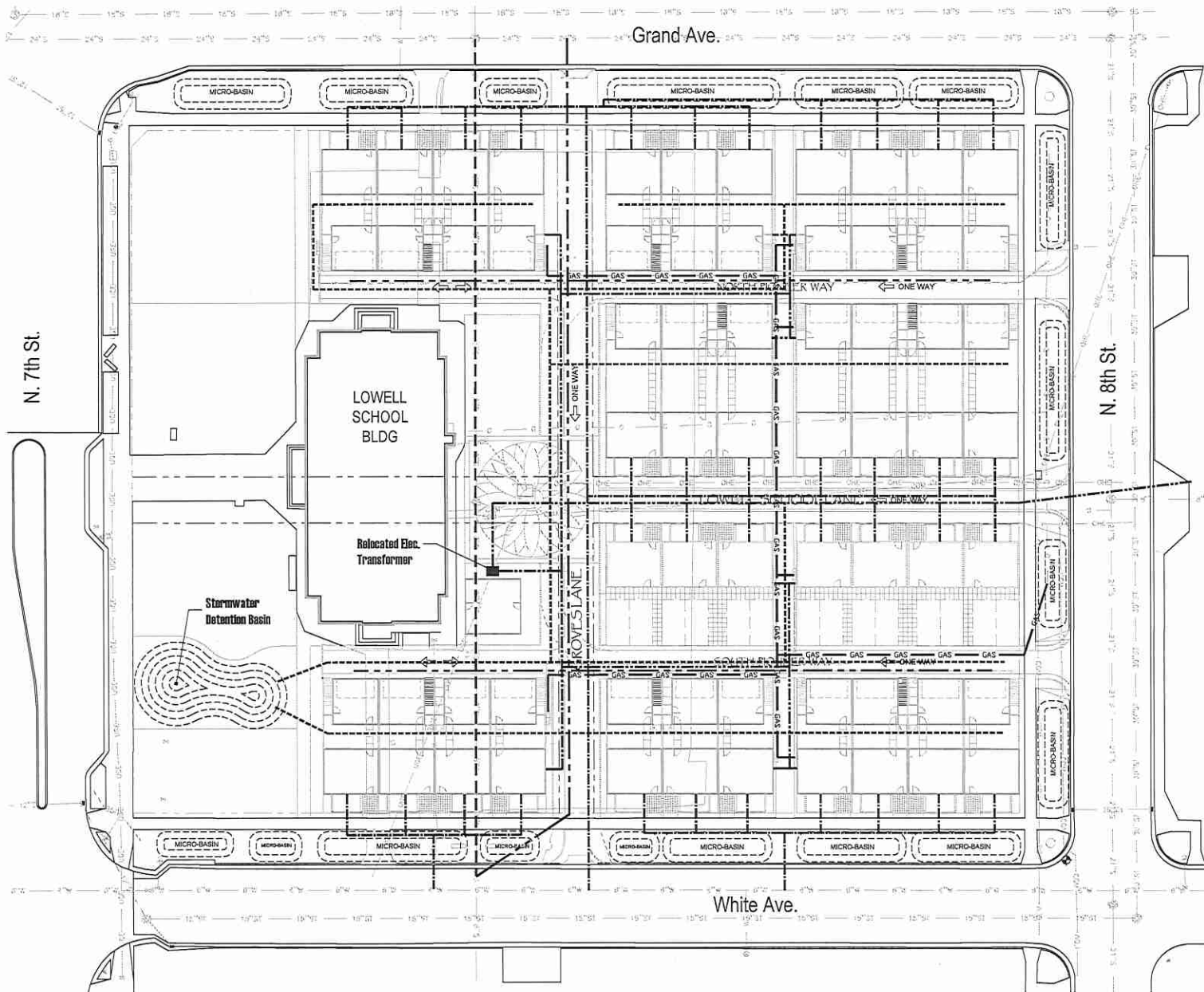
EXHIBIT B

Vicinity Map



**EXHIBIT C**  
**Site Improvements**

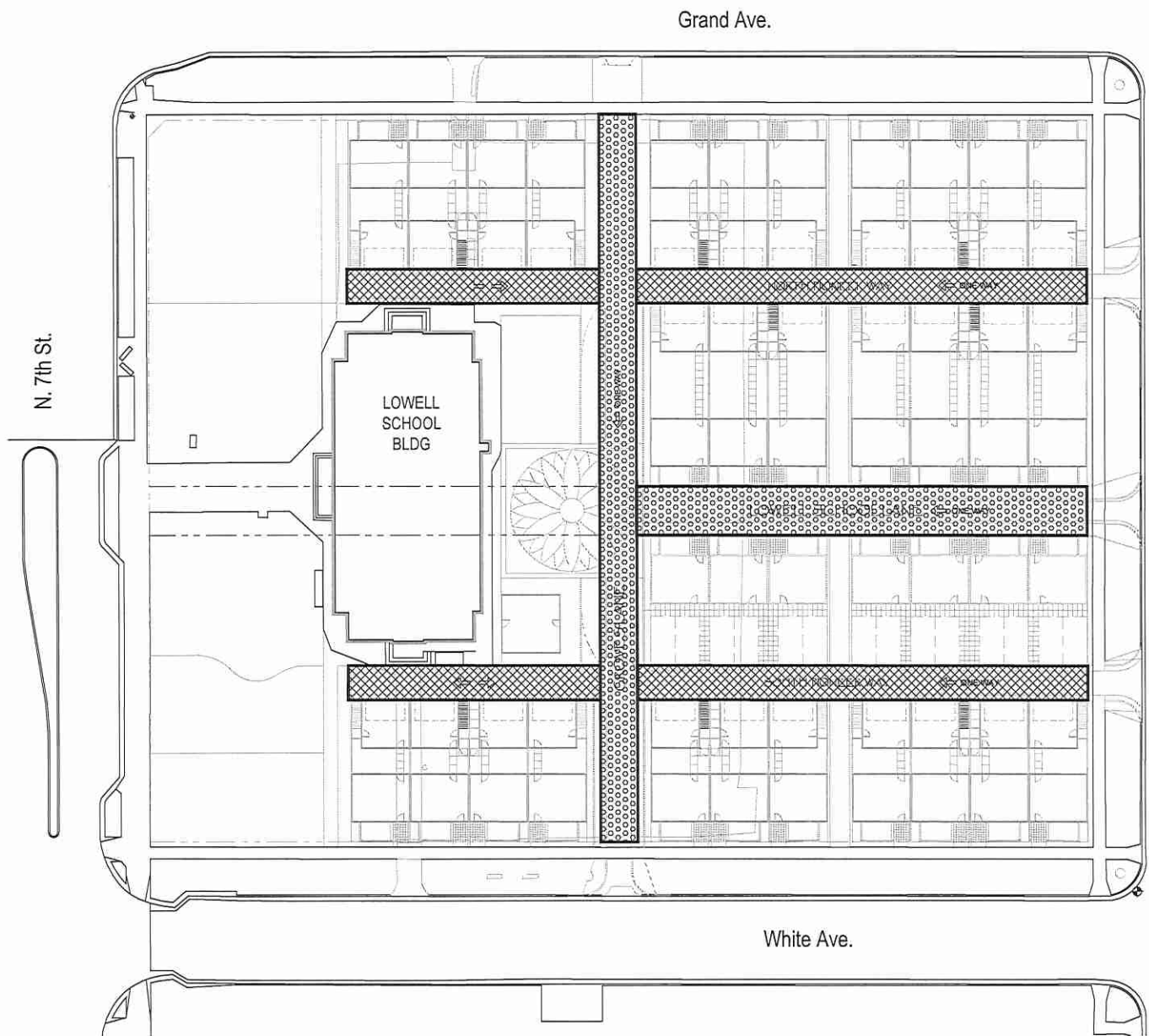





### Proposed Site Improvements: Utilities


- Ex. 8" San. Sewer Line to be Abandoned (Phase 2) - 362 lf
- Pr. San. Sewer Line (Phase 2)  
8": 815 feet  
4" Services: 301 feet  
48" Dia MH: 8
- Pr. Water Line  
8": 349 feet  
6": 210 feet  
Water Service: 1816 feet  
Meter Gang Boxes: 6  
Individual Meters: 15
- Pr. Storm Sewer Line  
15": 282 feet  
12": 204 feet  
10": 998 feet  
City Area Inlets: 10  
Yard Inlets: 7
- GAS --- Pr. Gas Line - 616 lf
- Proposed Electric Line - 965 lf & Communications Line - 965 lf
- Off-Site Stormwater Detention  
1 Stormwater Detention Basin  
18 Micro-Basins

\*Note: All proposed utilities to be underground.



**Proposed Site Improvements:  
Roadways**

 Private Drives:  
 North Pioneer Way: 14' W x 286' L  
 South Pioneer Way: 14' W x 286' L  
 Total Public Alley: 572' L

 Public Alleys:  
 Lowell School Lane: 20' W x 183' L  
 (Curb/Gutter/Sidewalk on Each Side)  
 Groves Lane: 15' W x 234' L  
 (No Curb/Gutter, Sidewalk on One Side)  
 Total Public Alley: 417' L







**EXHIBIT D**

**Areas of Operations and Maintenance**

Grand Ave.

### Proposed Areas of Operations & Maintenance

-  Landscaping / Community Gardens
-  Stormwater Detention
-  Private Drives
-  Community Event Space

N. 7th St.

N. 8th St.

LOWELL SCHOOL BLDG

LOWELL SCHOOL LANE ← ONE WAY

GROVE SLANE

White Ave.

**EXHIBIT E**

**Cost Estimates**

DESCRIPTION	TOTAL COST
Planning	\$ 45,000.00
Environmental Consult. SWMP	\$ 8,000.00
Civil Engineering	\$ 54,721.00
Survey	\$ 9,450.00
Soil Engineering	\$ 53,296.62
Construction Management	\$ 61,444.08
Legal	\$ -
Bonds	\$ -
Demolition	\$ -
Over- Ex Grading	\$ -
Grading	\$ 30,351.41
Erosion Control	\$ 6,984.44
Underdrain	\$ -
Sanitary Sewer	\$ 118,287.60
Storm Sewer	\$ 144,000.00
Domestic Water	\$ 163,705.38
Irrigation Mains	\$ -
Utility Crossings	\$ 50,000.00
Electrical Distribution	\$ 90,000.00
Street Lights	\$ 11,250.00
Traffic Lights	\$ -
Gas Distribution	\$ 30,600.00
Concrete	\$ 223,507.56
Paving	\$ 80,418.00
Signage	\$ 2,000.00
Fencing and Monumentation	\$ 65,125.00
Landscaping	\$ 150,000.00
Mailboxes	\$ 3,500.00
Traffic Control	\$ -
Clean up	\$ 7,200.00
Retaining Walls	\$ -
Permitting and Inspections	\$ 32,899.41
Special Construction	\$ -
Contingency	\$ -
<b>SUBTOTAL COST</b>	<b>\$ 1,441,740.51</b>
<b>CONTINGENCY</b>	<b>\$ 144,174.05</b>
<b>TOTAL BUDGET</b>	<b>\$ 1,585,914.56</b>

**EXHIBIT F**  
**Financial Plan**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT**

Development Projection at 55.277 (target) District Mills for Debt Service -- 11/07/2017

Series 2021A, G.O. Bonds, 130x, Assumes Investment Grade, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

YEAR	<<<<<< Residential >>>>>>>>				< Platted/Developed Lots >			Total Assessed Value	District D/S Mill Levy [55.277 Target] [55.277 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 2.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	District D/S Mill Levy					
2017	0		0		0							\$0
2018	0	0	0		360,000							0
2019	12		3,745,440	0	360,000	0	\$0					0
2020	12	74,909	7,640,698	0	360,000	104,400	104,400			\$0	\$0	0
2021	12		11,537,453	269,672	0	104,400	374,072	55.277	20,264		1,216	21,480
2022	0	230,749	11,768,202	550,130	0	104,400	654,530	55.277	35,457		2,127	37,584
2023	0		11,768,202	830,697	0	0	830,697	55.277	45,000		2,700	47,700
2024	0	235,364	12,003,566	847,311	0	0	847,311	55.277	45,900		2,754	48,654
2025	0		12,003,566	847,311	0	0	847,311	55.277	45,900		2,754	48,654
2026	0	240,071	12,243,638	864,257	0	0	864,257	55.277	46,818		2,809	49,627
2027	0		12,243,638	864,257	0	0	864,257	55.277	46,818		2,809	49,627
2028	0	244,873	12,488,511	881,542	0	0	881,542	55.277	47,754		2,865	50,620
2029	0		12,488,511	881,542	0	0	881,542	55.277	47,754		2,865	50,620
2030	0	249,770	12,738,281	899,173	0	0	899,173	55.277	48,710		2,923	51,632
2031	0		12,738,281	899,173	0	0	899,173	55.277	48,710		2,923	51,632
2032	0	254,766	12,993,046	917,156	0	0	917,156	55.277	49,684		2,981	52,665
2033	0		12,993,046	917,156	0	0	917,156	55.277	49,684		2,981	52,665
2034	0	259,861	13,252,907	935,499	0	0	935,499	55.277	50,677		3,041	53,718
2035	0		13,252,907	935,499	0	0	935,499	55.277	50,677		3,041	53,718
2036	0	265,058	13,517,965	954,209	0	0	954,209	55.277	51,691		3,101	54,792
2037	0		13,517,965	954,209	0	0	954,209	55.277	51,691		3,101	54,792
2038		270,359	13,788,325	973,294	0	0	973,294	55.277	52,725		3,163	55,888
2039			13,788,325	973,294	0	0	973,294	55.277	52,725		3,163	55,888
2040		275,766	14,064,091	992,759	0	0	992,759	55.277	53,779		3,227	57,006
2041			14,064,091	992,759	0	0	992,759	55.277	53,779		3,227	57,006
2042		281,282	14,345,373	1,012,615	0	0	1,012,615	55.277	54,855		3,291	58,146
2043			14,345,373	1,012,615	0	0	1,012,615	55.277	54,855		3,291	58,146
2044		286,907	14,632,281	1,032,867	0	0	1,032,867	55.277	55,952		3,357	59,309
2045			14,632,281	1,032,867	0	0	1,032,867	55.277	55,952		3,357	59,309
2046		292,646	14,924,926	1,053,524	0	0	1,053,524	55.277	57,071		3,424	60,495
2047			14,924,926	1,053,524	0	0	1,053,524	55.277	57,071		3,424	60,495
2048		298,499	15,223,425	1,074,595	0	0	1,074,595	55.277	58,212		3,493	61,705
2049			15,223,425	1,074,595	0	0	1,074,595	55.277	58,212		3,493	61,705
2050		304,468	15,527,893	1,096,087	0	0	1,096,087	55.277	59,377		3,563	62,939
2051			15,527,893	1,096,087	0	0	1,096,087	55.277	59,377		3,563	62,939
	36	4,065,349							1,567,130		94,028	1,661,158



**GRAND JUNCTION R-5 METROPOLITAN DISTRICT**

Development Projection at 55.277 (target) District Mills for Debt Service -- 11/07/2017

Series 2021A, G.O. Bonds, 130x, Assumes Investment Grade, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

YEAR	Net Available for Debt Svc	Ser. 2021A \$520,000 Par [Net \$0.399 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$52,000	Cumulative Surplus \$52,000 Target	Debt/ Assessed Ratio	Debt/ Act'l Value Ratio	Cov. of Net DS: @ 55.277 target	Cov. of Net DS: @ 55.277 Cap
2017	\$0		n/a		\$0				
2018	0		n/a		0	n/a	n/a	0%	0%
2019	0		n/a		0	0%	0%	0%	0%
2020	0		n/a		0	0%	0%	0%	0%
2021	21,480	\$0	\$21,480		21,480	79%	4%	0%	0%
2022	37,584	26,000	11,584	\$0	33,064	63%	4%	145%	145%
2023	47,700	36,000	11,700	0	44,764	60%	4%	133%	133%
2024	48,654	35,500	13,154	5,918	52,000	59%	4%	137%	137%
2025	48,654	35,000	13,654	13,654	52,000	57%	4%	139%	139%
2026	49,627	34,500	15,127	15,127	52,000	56%	4%	144%	144%
2027	49,627	34,000	15,627	15,627	52,000	53%	4%	146%	146%
2028	50,620	33,500	17,120	17,120	52,000	52%	4%	151%	151%
2029	50,620	33,000	17,620	17,620	52,000	50%	4%	153%	153%
2030	51,632	32,500	19,132	19,132	52,000	49%	3%	159%	159%
2031	51,632	32,000	19,632	19,632	52,000	47%	3%	161%	161%
2032	52,665	31,500	21,165	21,165	52,000	46%	3%	167%	167%
2033	52,665	36,000	16,665	16,665	52,000	43%	3%	146%	146%
2034	53,718	35,250	18,468	18,468	52,000	42%	3%	152%	152%
2035	53,718	34,500	19,218	19,218	52,000	39%	3%	156%	156%
2036	54,792	33,750	21,042	21,042	52,000	38%	3%	162%	162%
2037	54,792	33,000	21,792	21,792	52,000	35%	3%	166%	166%
2038	55,888	32,250	23,638	23,638	52,000	34%	2%	173%	173%
2039	55,888	36,500	19,388	19,388	52,000	31%	2%	153%	153%
2040	57,006	35,500	21,506	21,506	52,000	29%	2%	161%	161%
2041	57,006	34,500	22,506	22,506	52,000	27%	2%	165%	165%
2042	58,146	33,500	24,646	24,646	52,000	25%	2%	174%	174%
2043	58,146	32,500	25,646	25,646	52,000	22%	2%	179%	179%
2044	59,309	31,500	27,809	27,809	52,000	20%	1%	188%	188%
2045	59,309	35,500	23,809	23,809	52,000	18%	1%	167%	167%
2046	60,495	34,250	26,245	26,245	52,000	15%	1%	177%	177%
2047	60,495	33,000	27,495	27,495	52,000	13%	1%	183%	183%
2048	61,705	31,750	29,955	29,955	52,000	10%	1%	194%	194%
2049	61,705	35,500	26,205	26,205	52,000	7%	1%	174%	174%
2050	62,939	34,000	28,939	28,939	52,000	5%	0%	185%	185%
2051	62,939	34,250	28,689	80,689	0	0%	0%	184%	184%
	1,661,158	1,010,500	650,658	650,658					

[ANov0717 21glibA]



**GRAND JUNCTION R-5 METROPOLITAN DISTRICT**

Development Projection at 55.277 (target) District Mills for Debt Service -- 11/07/2017

Series 2021A, G.O. Bonds, 130x, Assumes Investment Grade, 30-yr. Maturity; plus Ser. 2021B Cash-Flow Subs

Cash-Flow Subs. > > >

YEAR	Surplus Available for Sub Debt Service	Application of Prior Year Surplus	Date Bonds Issued	Total Available for Sub Debt Service	Sub Bond Interest on Balance 8.00%	Less Payments Toward Sub Bond Interest	Accrued Interest + Int. on Bal. @ 8.00%	Less Payments Toward Accrued Interest	Balance of Accrued Interest	Sub Bonds Principal Issued	Less Payments Toward Bond Principal	Balance of Sub Bond Principal	Total Sub. Debt Pmts.	Surplus Cash Flow	Surplus Release	Cum. Surplus
2017																
2018																
2019																
2020																
2021	\$0		12/1/21	\$0	\$551	\$0	\$551	\$0	\$551	\$177,000	\$0	\$177,000	\$0	\$0	\$0	\$0
2022	0	\$0		0	14,160	0	14,204	0	14,755		0	177,000	0	0	\$0	0
2023	0	0		0	14,160	0	15,340	0	30,095		0	177,000	0	0	0	0
2024	5,918	0		5,918	14,160	5,918	10,649	0	40,744		0	177,000	5,918	0	0	0
2025	13,654	0		13,654	14,160	13,654	3,766	0	44,510		0	177,000	13,654	0	0	0
2026	15,127	0		15,127	14,160	14,160	3,561	967	47,104		0	177,000	15,127	0	0	0
2027	15,627	0		15,627	14,160	14,160	3,768	1,467	49,405		0	177,000	15,627	0	0	0
2028	17,120	0		17,120	14,160	14,160	3,952	2,960	50,398		0	177,000	17,120	0	0	0
2029	17,620	0		17,620	14,160	14,160	4,032	3,460	50,970		0	177,000	17,620	0	0	0
2030	19,132	0		19,132	14,160	14,160	4,078	4,972	50,075		0	177,000	19,132	0	0	0
2031	19,632	0		19,632	14,160	14,160	4,006	5,472	48,609		0	177,000	19,632	0	0	0
2032	21,165	0		21,165	14,160	14,160	3,889	7,005	45,493		0	177,000	21,165	0	0	0
2033	16,665	0		16,665	14,160	14,160	3,639	2,505	46,628		0	177,000	16,665	0	0	0
2034	18,468	0		18,468	14,160	14,160	3,730	4,308	46,050		0	177,000	18,468	0	0	0
2035	19,218	0		19,218	14,160	14,160	3,684	5,058	44,676		0	177,000	19,218	0	0	0
2036	21,042	0		21,042	14,160	14,160	3,574	6,882	41,368		0	177,000	21,042	0	0	0
2037	21,792	0		21,792	14,160	14,160	3,309	7,632	37,045		0	177,000	21,792	0	0	0
2038	23,638	0		23,638	14,160	14,160	2,964	9,478	30,530		0	177,000	23,638	0	0	0
2039	19,388	0		19,388	14,160	14,160	2,442	5,228	27,744		0	177,000	19,388	0	0	0
2040	21,506	0		21,506	14,160	14,160	2,220	7,346	22,618		0	177,000	21,506	0	0	0
2041	22,506	0		22,506	14,160	14,160	1,809	8,346	16,081		0	177,000	22,506	0	0	0
2042	24,646	0		24,646	14,160	14,160	1,287	10,486	6,882		0	177,000	24,646	0	0	0
2043	25,646	0		25,646	14,160	14,160	551	7,432	0		4,000	173,000	25,592	54	0	54
2044	27,809	54		27,863	13,840	13,840	0	0	0		14,000	159,000	27,840	(31)	0	23
2045	23,809	23		23,832	12,720	12,720	0	0	0		11,000	148,000	23,720	89	0	112
2046	26,245	112		26,357	11,840	11,840	0	0	0		14,000	134,000	25,840	405	0	517
2047	27,495	517		28,012	10,720	10,720	0	0	0		17,000	117,000	27,720	(225)	0	292
2048	29,955	292		30,247	9,360	9,360	0	0	0		20,000	97,000	29,360	595	0	887
2049	26,205	887		27,092	7,760	7,760	0	0	0		19,000	78,000	26,760	(555)	0	332
2050	28,939	332		29,272	6,240	6,240	0	0	0		23,000	55,000	29,240	(301)	0	32
2051	80,689	0		80,689	4,400	4,400	0	0	0		55,000	0	59,400	21,289	21,321	0
	650,658	2,217		652,875	388,951	351,332	101,005	101,005		177,000	177,000		629,337	21,321	21,321	

COI (est.): 5,310  
Proceeds: 171,690

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT**



Development Projection -- Buildout Plan (updated 11/7/17)

YEAR	Residential Development					Residential Summary			
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	<u>Townhomes</u>		Market Value	Total Residential Market Value	Total Res'l Units	Value of Platted & Developed Lots	
			# Units Completed 36 target	Price Inflated @ 2%				Adjustment <sup>1</sup>	Adjusted Value
2017	0	0		\$300,000	0	\$0	0	0	0
2018	12	360,000		306,000	0	0	0	0	360,000
2019	12	0	12	312,120	3,745,440	3,745,440	12	0	0
2020	12	0	12	318,362	3,820,349	3,820,349	12	0	0
2021	0	(360,000)	12	324,730	3,896,756	3,896,756	12	0	(360,000)
2022	0	0	0	331,224	0	0	0	0	0
2023	0	0	0	337,849	0	0	0	0	0
2024	0	0	0	344,606	0	0	0	0	0
2025	0	0	0	351,498	0	0	0	0	0
2026	0	0	0	358,528	0	0	0	0	0
2027	0	0	0	365,698	0	0	0	0	0
2028	0	0	0	373,012	0	0	0	0	0
2029	0	0	0	380,473	0	0	0	0	0
2030	0	0	0	388,082	0	0	0	0	0
2031	0	0	0	395,844	0	0	0	0	0
2032	0	0	0	403,761	0	0	0	0	0
2033	0	0	0	411,836	0	0	0	0	0
2034	0	0	0	420,072	0	0	0	0	0
2035	0	0	0	428,474	0	0	0	0	0
2036	0	0	0	437,043	0	0	0	0	0
2037		0	0	445,784	0	0	0	0	0
	36	0	36		11,462,545	11,462,545	36	0	0

[1] Adj. to actual/prelim. AV

**SOURCES AND USES OF FUNDS**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
Combined Results**

**GENERAL OBLIGATION BONDS, SERIES 2021A  
SUBORDINATE BONDS, SERIES 2021B**

[ Preliminary -- for discussion only ]

Dated Date                    12/01/2021  
Delivery Date                12/01/2021

<b>Sources:</b>	<b>SERIES 2021A</b>	<b>SERIES 2021B</b>	<b>Total</b>
Bond Proceeds:			
Par Amount	520,000.00	177,000.00	697,000.00
	520,000.00	177,000.00	697,000.00
<b>Uses:</b>	<b>SERIES 2021A</b>	<b>SERIES 2021B</b>	<b>Total</b>
Project Fund Deposits:			
Project Fund	399,150.00	171,690.00	570,840.00
Other Fund Deposits:			
Debt Service Reserve Fund	18,250.00		18,250.00
Cost of Issuance:			
Other Cost of Issuance	100,000.00		100,000.00
Delivery Date Expenses:			
Underwriter's Discount	2,600.00	5,310.00	7,910.00
	520,000.00	177,000.00	697,000.00

**SOURCES AND USES OF FUNDS**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021A**

**55.277 (target) Mills**

**Assumes Investment Grade, 130x, 30-yr. Maturity  
(Full Growth / No Reassessment\*)**

**[ Preliminary -- for discussion only ]**

Dated Date                    12/01/2021  
Delivery Date                12/01/2021

**Sources:**

<b>Bond Proceeds:</b>	
Par Amount	520,000.00
	520,000.00

**Uses:**

<b>Project Fund Deposits:</b>	
Project Fund	399,150.00
<b>Other Fund Deposits:</b>	
Debt Service Reserve Fund	18,250.00
<b>Cost of Issuance:</b>	
Other Cost of Issuance	100,000.00
<b>Delivery Date Expenses:</b>	
Underwriter's Discount	2,600.00
	520,000.00

Note: [\*] Assumes 2% Bi-Reassessment thru Issuance date, No Bi-Reassessment thereafter.



**BOND SUMMARY STATISTICS**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021A  
55.277 (target) Mills**

**Assumes Investment Grade, 130x, 30-yr. Maturity  
(Full Growth / No Reassessment\*)**

**[ Preliminary -- for discussion only ]**

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2051
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.042878%
Net Interest Cost (NIC)	5.025553%
All-In TIC	6.995674%
Average Coupon	5.000000%
Average Life (years)	19.567
Weighted Average Maturity (years)	19.567
Duration of Issue (years)	11.969
Par Amount	520,000.00
Bond Proceeds	520,000.00
Total Interest	508,750.00
Net Interest	511,350.00
Bond Years from Dated Date	10,175,000.00
Bond Years from Delivery Date	10,175,000.00
Total Debt Service	1,028,750.00
Maximum Annual Debt Service	52,500.00
Average Annual Debt Service	34,291.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2051	520,000.00	100.000	5.000%	19.567	06/25/2041	806.00
	520,000.00			19.567		806.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	520,000.00	520,000.00	520,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-2,600.00	-2,600.00	
- Cost of Issuance Expense		-100,000.00	
- Other Amounts			
Target Value	517,400.00	417,400.00	520,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	5.042878%	6.995674%	5.000000%

**BOND DEBT SERVICE**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021A  
55.277 (target) Mills  
Assumes Investment Grade, 130x, 30-yr. Maturity  
(Full Growth / No Reassessment\*)  
[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			13,000	13,000	
12/01/2022			13,000	13,000	26,000
06/01/2023			13,000	13,000	
12/01/2023	10,000	5.000%	13,000	23,000	36,000
06/01/2024			12,750	12,750	
12/01/2024	10,000	5.000%	12,750	22,750	35,500
06/01/2025			12,500	12,500	
12/01/2025	10,000	5.000%	12,500	22,500	35,000
06/01/2026			12,250	12,250	
12/01/2026	10,000	5.000%	12,250	22,250	34,500
06/01/2027			12,000	12,000	
12/01/2027	10,000	5.000%	12,000	22,000	34,000
06/01/2028			11,750	11,750	
12/01/2028	10,000	5.000%	11,750	21,750	33,500
06/01/2029			11,500	11,500	
12/01/2029	10,000	5.000%	11,500	21,500	33,000
06/01/2030			11,250	11,250	
12/01/2030	10,000	5.000%	11,250	21,250	32,500
06/01/2031			11,000	11,000	
12/01/2031	10,000	5.000%	11,000	21,000	32,000
06/01/2032			10,750	10,750	
12/01/2032	10,000	5.000%	10,750	20,750	31,500
06/01/2033			10,500	10,500	
12/01/2033	15,000	5.000%	10,500	25,500	36,000
06/01/2034			10,125	10,125	
12/01/2034	15,000	5.000%	10,125	25,125	35,250
06/01/2035			9,750	9,750	
12/01/2035	15,000	5.000%	9,750	24,750	34,500
06/01/2036			9,375	9,375	
12/01/2036	15,000	5.000%	9,375	24,375	33,750
06/01/2037			9,000	9,000	
12/01/2037	15,000	5.000%	9,000	24,000	33,000
06/01/2038			8,625	8,625	
12/01/2038	15,000	5.000%	8,625	23,625	32,250
06/01/2039			8,250	8,250	
12/01/2039	20,000	5.000%	8,250	28,250	36,500
06/01/2040			7,750	7,750	
12/01/2040	20,000	5.000%	7,750	27,750	35,500
06/01/2041			7,250	7,250	
12/01/2041	20,000	5.000%	7,250	27,250	34,500
06/01/2042			6,750	6,750	
12/01/2042	20,000	5.000%	6,750	26,750	33,500
06/01/2043			6,250	6,250	
12/01/2043	20,000	5.000%	6,250	26,250	32,500
06/01/2044			5,750	5,750	
12/01/2044	20,000	5.000%	5,750	25,750	31,500
06/01/2045			5,250	5,250	
12/01/2045	25,000	5.000%	5,250	30,250	35,500
06/01/2046			4,625	4,625	
12/01/2046	25,000	5.000%	4,625	29,625	34,250
06/01/2047			4,000	4,000	
12/01/2047	25,000	5.000%	4,000	29,000	33,000
06/01/2048			3,375	3,375	
12/01/2048	25,000	5.000%	3,375	28,375	31,750
06/01/2049			2,750	2,750	
12/01/2049	30,000	5.000%	2,750	32,750	35,500
06/01/2050			2,000	2,000	
12/01/2050	30,000	5.000%	2,000	32,000	34,000
06/01/2051			1,250	1,250	
12/01/2051	50,000	5.000%	1,250	51,250	52,500
	520,000		508,750	1,028,750	1,028,750

**NET DEBT SERVICE**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021A**

**55.277 (target) Mills**

**Assumes Investment Grade, 130x, 30-yr. Maturity  
(Full Growth / No Reassessment\*)**

**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2022		26,000	26,000		26,000
12/01/2023	10,000	26,000	36,000		36,000
12/01/2024	10,000	25,500	35,500		35,500
12/01/2025	10,000	25,000	35,000		35,000
12/01/2026	10,000	24,500	34,500		34,500
12/01/2027	10,000	24,000	34,000		34,000
12/01/2028	10,000	23,500	33,500		33,500
12/01/2029	10,000	23,000	33,000		33,000
12/01/2030	10,000	22,500	32,500		32,500
12/01/2031	10,000	22,000	32,000		32,000
12/01/2032	10,000	21,500	31,500		31,500
12/01/2033	15,000	21,000	36,000		36,000
12/01/2034	15,000	20,250	35,250		35,250
12/01/2035	15,000	19,500	34,500		34,500
12/01/2036	15,000	18,750	33,750		33,750
12/01/2037	15,000	18,000	33,000		33,000
12/01/2038	15,000	17,250	32,250		32,250
12/01/2039	20,000	16,500	36,500		36,500
12/01/2040	20,000	15,500	35,500		35,500
12/01/2041	20,000	14,500	34,500		34,500
12/01/2042	20,000	13,500	33,500		33,500
12/01/2043	20,000	12,500	32,500		32,500
12/01/2044	20,000	11,500	31,500		31,500
12/01/2045	25,000	10,500	35,500		35,500
12/01/2046	25,000	9,250	34,250		34,250
12/01/2047	25,000	8,000	33,000		33,000
12/01/2048	25,000	6,750	31,750		31,750
12/01/2049	30,000	5,500	35,500		35,500
12/01/2050	30,000	4,000	34,000		34,000
12/01/2051	50,000	2,500	52,500	18,250	34,250
	520,000	508,750	1,028,750	18,250	1,010,500

**BOND SOLUTION**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021A**

55.277 (target) Mills

Assumes Investment Grade, 130x, 30-yr. Maturity  
(Full Growth / No Reassessment\*)

[ Preliminary -- for discussion only ]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022		26,000		26,000	37,584	11,584	144.55488%
12/01/2023	10,000	36,000		36,000	47,700	11,700	132.50014%
12/01/2024	10,000	35,500		35,500	47,700	12,200	134.36634%
12/01/2025	10,000	35,000		35,000	47,700	12,700	136.28586%
12/01/2026	10,000	34,500		34,500	47,700	13,200	138.26101%
12/01/2027	10,000	34,000		34,000	47,700	13,700	140.29426%
12/01/2028	10,000	33,500		33,500	47,700	14,200	142.38821%
12/01/2029	10,000	33,000		33,000	47,700	14,700	144.54561%
12/01/2030	10,000	32,500		32,500	47,700	15,200	146.76938%
12/01/2031	10,000	32,000		32,000	47,700	15,700	149.06266%
12/01/2032	10,000	31,500		31,500	47,700	16,200	151.42873%
12/01/2033	15,000	36,000		36,000	47,700	11,700	132.50014%
12/01/2034	15,000	35,250		35,250	47,700	12,450	135.31929%
12/01/2035	15,000	34,500		34,500	47,700	13,200	138.26101%
12/01/2036	15,000	33,750		33,750	47,700	13,950	141.33348%
12/01/2037	15,000	33,000		33,000	47,700	14,700	144.54561%
12/01/2038	15,000	32,250		32,250	47,700	15,450	147.90713%
12/01/2039	20,000	36,500		36,500	47,700	11,200	130.68507%
12/01/2040	20,000	35,500		35,500	47,700	12,200	134.36634%
12/01/2041	20,000	34,500		34,500	47,700	13,200	138.26101%
12/01/2042	20,000	33,500		33,500	47,700	14,200	142.38821%
12/01/2043	20,000	32,500		32,500	47,700	15,200	146.76938%
12/01/2044	20,000	31,500		31,500	47,700	16,200	151.42873%
12/01/2045	25,000	35,500		35,500	47,700	12,200	134.36634%
12/01/2046	25,000	34,250		34,250	47,700	13,450	139.27022%
12/01/2047	25,000	33,000		33,000	47,700	14,700	144.54561%
12/01/2048	25,000	31,750		31,750	47,700	15,950	150.23638%
12/01/2049	30,000	35,500		35,500	47,700	12,200	134.36634%
12/01/2050	30,000	34,000		34,000	47,700	13,700	140.29426%
12/01/2051	50,000	52,500	-18,250	34,250	47,700	13,450	139.27022%
	520,000	1,028,750	-18,250	1,010,500	1,420,886	410,386	



**SOURCES AND USES OF FUNDS**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
SUBORDINATE BONDS, SERIES 2021B  
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2051 (Stated) Maturity  
[ Preliminary -- for discussion only ]**

Dated Date	12/01/2021
Delivery Date	12/01/2021

**Sources:**

Bond Proceeds:	
Par Amount	177,000.00
	<hr/>
	177,000.00
	<hr/> <hr/>

**Uses:**

Project Fund Deposits:	
Project Fund	171,690.00
Delivery Date Expenses:	
Underwriter's Discount	5,310.00
	<hr/>
	177,000.00
	<hr/> <hr/>



**BOND PRICING**

**GRAND JUNCTION R-5 METROPOLITAN DISTRICT  
SUBORDINATE BONDS, SERIES 2021B  
Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2051 (Stated) Maturity  
[ Preliminary -- for discussion only ]**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2051:	12/15/2051	177,000	8.000%	8.000%	100.000
		177,000			

Dated Date	12/01/2021		
Delivery Date	12/01/2021		
First Coupon	12/15/2021		
Par Amount	177,000.00		
Original Issue Discount			
Production	177,000.00	100.000000%	
Underwriter's Discount	-5,310.00	-3.000000%	
Purchase Price	171,690.00	97.000000%	
Accrued Interest			
Net Proceeds	171,690.00		

## EXHIBIT G

### Sample Disclosure Statement to Purchasers

Below is sample language (preliminary, may be refined) for a “disclosure statement” addendum to all sales contracts for townhome lots and/or townhome units:

*Special taxing districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Buyer should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such district(s) servicing such indebtedness, and the potential for an increase in such mill levies. More information can be obtained online at [www.lowellvillage.co](http://www.lowellvillage.co).*

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 39-20

**A RESOLUTION ENTERING INTO AN AGREEMENT WITH THE LOWELL VILLAGE METROPOLITAN DISTRICT REGARDING CONSTRUCTION AND ON-GOING MAINTENANCE OF IMPROVEMENTS ASSOCIATED WITH THE LOWELL VILLAGE TOWNHOMES DEVELOPMENT**

Recitals:

In March 2018, City Council conditionally approved the Lowell Village Metropolitan District (District) Service Plan. The conditions were 1) approval of a Development Plan as defined in the Service Plan; and 2) execution of an Intergovernmental Agreement (IGA) between the City and the District. The first condition was met with the approval of a Preliminary Plan for the Lowell Village Townhomes development in August 2018. The City's consideration and approval of the IGA will satisfy condition 2.

The purpose of this IGA is to set forth the obligations of and benefits to the Parties in relation to maintenance activities associated with Public Improvements located within and adjacent to the Service Area.

A primary purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop, procure, contract for, operate, maintain, and finance certain Public Improvements including streets, water, sanitary and storm sewer, landscaping, community gardens and public open space, stormwater detention and trash removal.

Per the approved Service Plan, the District may impose mill levies on taxable property within its boundaries as a primary source of revenue for repayment of debt service, capital improvements, administrative expenses, and operations and maintenance of Public Improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

City Council hereby accepts the agreement and authorizes the City Manager to execute and enter into the Intergovernmental Agreement with the Lowell Village Metropolitan District.

PASSED AND APPROVED this 1<sup>st</sup> day of July 2020.

  
Mayor Duke Wortmann  
President of the Council

ATTEST:

*W Winkelmann*

Wanda Winkelmann  
City Clerk



**CITY OF GRAND JUNCTION, COLORADO**

**RESOLUTION NO \_\_\_\_\_**

**A RESOLUTION CLARIFYING RESOLUTION NOS. 19-18 AND 39-20 AFFIRMING THE APPROVAL OF THE SERVICE PLAN FOR THE LOWELL VILLAGE METROPOLITAN DISTRICT**

Pursuant to §32-1-204.5, C.R.S., as amended, a Service Plan for the proposed Lowell Village Metropolitan District (“District”) was submitted to the City Council of the City of Grand Junction, Colorado and conditionally approved on or about March 21, 2018 by Resolution No. 19-18.

There were three conditions set forth in Resolution No. 19-18. Conditions #2) and 3) were met as set forth in Resolution No. 39-20.

At City Council meeting on March 21, 2018, testimony was received about satisfaction of Condition #1); however, Resolution No. 19-18 included Condition #1) and the District’s subsequent filings with the City do not clearly relate to Condition #1)/the satisfaction thereof.

The District has requested that the City review the filings the District has made with the City in light of the March 21, 2018 hearing testimony and Resolution No. 39-20 in order to clarify that if Condition #1 has been satisfied and to affirm that the Service Plan for the Lowell Village Metropolitan District has been unconditionally approved by the City Council.

The Community Development Department staff has reviewed the District’s information regarding an updated legal description and District boundary map and, as stated at the March 21, 2018 City Council hearing, has confirmed that Condition #1) has been duly and properly satisfied.

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

1. That the Service Plan for the Lowell Village Metropolitan District was approved and effective as of the date the election results were accepted/certified by the Colorado Department of Local Affairs.
2. That this Resolution shall be filed in the records of the City.
3. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby amended as provide herein.

**PASSED, ADOPTED AND APPROVED** this \_\_\_\_\_ day of November 2021.

\_\_\_\_\_  
C.B. McDaniel  
President of the City Council

ATTEST:

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





## Grand Junction City Council

### Regular Session

Item #5.a.i.

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**Meeting Date:** November 17, 2021  
**Presented By:** David Thornton, Principal Planner  
**Department:** Community Development  
**Submitted By:** David Thornton, Principal Planner

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### **Information**

#### **SUBJECT:**

An Ordinance Rezoning 8.84 Acres from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac), Located at NW Corner of 26 Road and I-70 Frontage Road

#### **RECOMMENDATION:**

The Planning Commission heard this request at its October 26, 2021 meeting and voted (7-0) to recommend approval of the request.

#### **EXECUTIVE SUMMARY:**

The Applicant, Louise A. Miller, is requesting a rezone from R-1 (Residential - 1 du/ac) to R-4 (Residential – 4 du/ac) for 8.84-acres located at the NW corner of 26 Road and I-70 Frontage Road, in anticipation of future development. The requested R-4 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low (2 – 5.5 du/ac), if approved.

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

##### **BACKGROUND**

The subject property is situated in Appleton at the NW corner of 26 Road and I-70 Frontage Road. The property annexed in 1995 is currently vacant and is 8.84-acres in size. The applicant is seeking a change in zoning that implements the 2020 One Grand Junction Comprehensive Plan adopted by the City in December 2020 and in preparation for future residential subdivision development. The current City zoning for the property is R-1 (Residential 1 du/ac).

The rezone request to R-4 is in keeping with urban residential densities as envisioned by the Comprehensive Plan adopted by the City in December 2020. The property has access to sewer service with a sewer trunk line running along its NW border. The

property was annexed by the City in 2003. It is located within Tier 1 on the Intensification and Growth Tiers Map of the Comprehensive Plan supporting the request to intensify land use through infill in this area. The Land Use Map identifies the site as “Residential Low”, a designation within the Urban Development Boundary and Tier 1 that supports zoning that requires a minimum density of 2 units per acre.

The Applicant is interested in preparing the property for future development, which may include selling the property to a developer for future urban residential development, and that would be consistent with the scope and type of development envisioned by the Comprehensive Plan with a Residential Low (2 – 5.5 du/ac) density. The R-4 zoning requires a minimum of 2 dwelling units per acre, therefore the requested zoning of R-4 implements the Comprehensive Plan. The purpose of the R-4 (Residential – 4 du/ac) zone district is to provide for low-density attached and detached dwellings. As noted above, the R-4 ensures minimum densities of 2 dwelling units per acre are met. In addition to the R-4 (Residential – 4 du/ac) zoning requested by the petitioner, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Low (2 – 5.5 du/ac).

- a. R-5 (Residential – 5 du/ac)
- b. CSR (Community Services and Recreation)

In reviewing the other zoning district options for the proposed Residential Low (2 – 5.5 du/ac) category, all applicable zoning districts allow single-family detached and two-family development with the R-5 zone district allowing for additional multi-family development. The property adjacent to the subject property to the east is zoned R-1 in the City, established under the 2010 Comprehensive Plan’s land use designation for Residential Low (0.5 to 2 du/ac). To the south is Bookcliff Gardens Nursery, zoned B-1 in the city. To the southeast is city R-4 zoning and property adjacent to the west and north is unincorporated land zoned RSF-R (Residential Single Family Rural) in Mesa County but shown as Residential Low on the Land Use Map.

### **NOTIFICATION REQUIREMENTS**

A Neighborhood Meeting regarding the proposed Rezone request was held on Tuesday, August 17, 2021 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The applicant’s representative and City staff were in attendance along with two citizens. A presentation of the rezone request to R-4 was made by the owner’s representative; information regarding the City’s review process for a rezone request was also presented, including opportunities on how citizens can participate and provide comments throughout the City’s review process.

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 a new application sign on September 8, 2021. Mailed notice of the public hearings before The 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 October 11, 2021. The notice of this public hearing was published on October 19, 2021 in the Grand

Junction Daily Sentinel.

## **ANALYSIS**

The criteria for review are set forth in Section 21.02.140 (a). The criteria provides 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 as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or R-1 (Residential – 1 du/ac) zoning is no longer a valid zone district for the property due to the 2020 Comprehensive Plan designating it for Residential Low with a minimum of 2 dwelling units per acre. The 2010 Comprehensive Plan allowed for a larger range of density through its Blended Map, including densities smaller than 2 units per acre. With the 2020 One Grand Junction Comprehensive Plan, this is no longer recommended.

The current zoning of R-1 occurred at the time of annexation in 1995. It was zoned R-1, a zone district at the time that was supported by surrounding County rural zoning and larger lot residential development occurring in the area. Since 1995, Woodridge Subdivision (3.6 du/ac), Ruby Ranch Subdivision (3 du/ac) and Blue Heron Estates (2.5 du/ac) all located to the south of the subject property have been developed and constructed.

The property is located at the fringe of the developable area in the City, just on the other side of I-70 from the subdivisions mentioned, and is seeing the pressures of urbanization due to its location to jobs, goods and services. Although these other developments are on the other side of I-70, the logical progression of growth is for it to now occur on this property and other neighboring properties.

The subject property is located within Tier 1 on the Intensification and Growth Tiers Map of the 2020 One Grand Junction Comprehensive Plan supporting urban infill. Tier 1's focus is on intensifying residential growth.

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 current zoning of R-1 occurred at the time of annexation in 1995. It was zoned R-1, a zone district at the time that was supported by surrounding County rural zoning and larger lot residential development occurring in the area. Since 1995, Woodridge Subdivision (3.6 du/ac), Ruby Ranch Subdivision (3 du/ac) and Blue Heron Estates (2.5 du/ac) all located to the south of the subject property, have been developed and constructed.

The property is located at the fringe of the developable area in the City, just on the other side of I-70 from the subdivisions mentioned, and is seeing the pressures of urbanization due to its location to jobs, goods and services. Although these other

developments are on the other side of I-70, the logical progression of growth is for it to now occur on this property and other neighboring properties.

Therefore, staff 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

Public sanitary sewer service, Ute Water domestic water service, Grand Valley Power and Xcel electrical gas service, and public stormwater sewer are available to the site. Transportation infrastructure is generally adequate to serve development of the type and scope associated with the R-4 zone district.

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 additional residential development if it is to meet the needs of a growing population. Citywide, low-density residential zoning is common, but very few properties with low-density residential zoning remain undeveloped. It is thus logical that, in order to continue to provide housing opportunities, and to include low-density housing patterns in the range of housing options available in the City of Grand Junction, additional land must be zoned to low-density residential districts such as R-4.

Therefore, 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.

This 8.84-acre property has been in the City limits since 1995. At the time of annexation, it was zoned R-1 (Residential 1 du/ac) due to its location within an area of existing large lot residential properties and existing county zoning.

Rezoning the property to R-4 allows the property to be subdivided and to be developed at urban densities defined in the Comprehensive Plan, a minimum of 2 dwelling units per acre. The Appleton community will benefit from this change in zoning to R-4 by increasing undeveloped land to potential R-4 densities as the area continues to attract urban residential development at densities needing existing sanitary sewer and city services. Much of the existing adjacent urban area to the south is zoned R-4 and growth is expanding to the north. This property will be available to provide more housing choices to city residents of different ages, abilities, and incomes seeking the living environment of the Appleton area and its proximity to jobs in the area, including 24 Road, the medical community around and including St. Mary's Hospital and the Horizon Drive business district, as well as Downtown Grand Junction, just 3 miles to the south. It is also near great recreational opportunities in Canyon View Park and District 51 schools of Appleton Elementary, West Middle School and Grand Junction High School.

Therefore, Staff finds this criterion to be met.

Changes are consistent with the vision, goals and policies of the Comprehensive Plan.

Implementing the Comprehensive Plan. The proposed rezone to R-4 (Residential – 4 du/ac) implement's the following Plan principles, goals and policies of the Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.

Goal: Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 5: Strong Neighborhoods and Housing Choices

Goal: Promote more opportunities for housing choices that meet the needs of people of all ages, abilities, and incomes.

Intensification and Tiered Growth Plan (Chapter 3). Subject property is located within Tier 1 (Urban Infill) – Description: Areas where urban services already exist and generally meet service levels, usually within existing City limits, where the focus is on intensifying residential and commercial areas through infill and redevelopment.

Policy: Development should be directed toward vacant and underutilized parcels located primarily within Grand Junction's existing municipal limits. This will encourage orderly development patterns and limit infrastructure extensions while still allowing for both residential and business growth. Development in this Tier, in general, does not require City expansion of services or extension of infrastructure, though improvements to infrastructure capacity may be necessary.

Relationship to Existing Zoning. Requests to rezone properties should be considered based on the Implementing Zone Districts assigned to each Land Use Designation; and as a guide to future zoning changes, the Comprehensive Plan states that requests for zoning changes are required to implement the Comprehensive Plan.

**RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Miller Rezone request, for a rezone from R-1 (Residential 1 du/ac) to R-4 (Residential (2 – 4 du/ac) for the property located at the NW corner of 26 Road and I-70 Frontage Road, the following findings of facts and conditions have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
- 2) The request is consistent with the vision (intent), goals and policies of the Comprehensive Plan.



Therefore, the Planning Commission recommends approval of the requested Rezone request.

**FISCAL IMPACT:**

There is no direct fiscal impact related to this request.

**SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5039, an ordinance rezoning one parcel totaling approximately 8.81 acres from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) located at the NW Corner of 26 Road and I-70 Frontage Road on final passage and order final publication in pamphlet form.

**Attachments**

1. Development Application dated 30 July 2021
2. Site Location, Aerial, Future Land Use & Zoning Maps, etc
3. Public Correspondence received
4. Additional Public Correspondence
5. Public Correspondence - 11-9-21
6. Planning Commission Minutes - 2021 - October 26 - Draft
7. ORD-Miller I-70 Rezone 102921

### 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:

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

Existing Land Use Designation	<input type="text" value="Residential"/>	Existing Zoning	<input type="text" value="R-1"/>
Proposed Land Use Designation	<input type="text" value="Residential"/>	Proposed Zoning	<input type="text" value="R-4"/>

#### Property Information

Site Location:	<input type="text" value="No Physical Address (26 Road &amp; I-70 Frontage Road)"/>	Site Acreage:	<input type="text" value="8.8 Acres"/>
Site Tax No(s):	<input type="text" value="2701-341-00-016"/>	Site Zoning:	<input type="text" value="R-1"/>
Project Description:	<input type="text" value="To rezone the property from R-1 (1 per 30,000 SF) to R-4 (2-4 DU/Acre)"/>		

#### Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

#### 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:

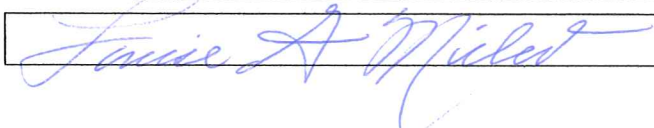
Fax #:

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	<input type="text" value="Tracy States"/> <small>Digitally signed by Tracy States Date: 2021.07.28 13:05:25 -06'00'</small>	Date	<input type="text" value="July 28, 2021"/>
Signature of Legal Property Owner		Date	<input type="text" value="07-30-2021"/>

General Project Report

# Miller Property Rezone

## No Physical Address (26 Road and I-70 Frontage Road)

**Parcel No. 2701-341-00-016**

August 18, 2021

Prepared for:

**McCurter Land Company, LLC**

**2458 Home Ranch Court, Grand Junction, CO 81505**

Prepared by:



**215 Pitkin, Grand Junction, CO 81501**

**Grand Junction, CO 81506**

**Phone: (970) 241-4722**

**Fax: (970) 241-8841**

## **A. Project Description**

**1) Location:** The project is located on the west side of 26 Road, just north of the I-70 Frontage Road (2701-341-00-016).

**2) Acreage:** The subject parcel contains approximately 8.84 Acres.

**3) Proposed Use:** This submittal is for the Rezoning of the parcel from R-1 to R-4. The future land use is Residential Low (2-5.5 DU/Acre). The proposed R-4 zoning (2-4 DU/Acre) meets the intent of the 2020 Comprehensive Plan with regards to density and use. The current R-1 zoning does not meet the intent of the 2020 Comprehensive Plan.

## **B. Public Benefit**

The proposed Rezone will provide low density, single family residential lots needed to keep up with growth and demand for housing.

## **C. Neighborhood Meeting**

A neighborhood meeting was held virtually via a zoom meeting on August 17, 2021. A summary of the meeting is included with this submittal.

## **D. Project Compliance, Compatibility, and Impact**

### **1) Adopted plans and/or policies:**

The proposed Rezoning, in conjunction with the 2020 Comprehensive Plan, will comply with the adopted codes, plans and requirements for the property. The R-4 zoning is an appropriate district for the Residential Low category of the Comprehensive Plan.

### **2) Land use in the surrounding area:**

The uses contained within the surrounding area are a mix of large lot residential and agricultural uses, as well as low density residential.

### **3) Site access and traffic patterns:**

Not applicable for this submittal.

### **4) Availability of utilities, including proximity of fire hydrants:**

The subject parcel is served by the following:

Ute Water  
City of Grand Junction Sewer  
Grand Valley Water Users Association  
Xcel Energy (Gas)  
Grand Valley Power  
City of Grand Junction Fire – Station 6  
Spectrum/Charter

CenturyLink/Lumen

A Fire Flow Form will be obtained at the Preliminary/Final submittal stage.

**5) Special or unusual demands on utilities:**

There will be no unusual demand on utilities as a result of the Rezone.

**6) Effects on public facilities:**

The Rezone will have no adverse effect on public facilities.

**7) Hours of operation:**

Typical of residential development.

**8) Number of employees:**

Not applicable.

**9) Signage:**

Not applicable.

**10) Site Soils Geology:**

Not applicable.

**11) Impact of project on site geology and geological hazards:**

None are anticipated.

**E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted**

**Section 21.02.070 (6) of the Zoning and Development Code:**

**General Approval Criteria. No permit may be approved unless all of the following criteria are satisfied:**

**(i) Compliance with the Comprehensive Plan and any applicable adopted plan.**

The Rezone request is in compliance with the newly adopted 2020 Comprehensive Plan.

**(ii) Compliance with this zoning and development code.**

The Rezone request is in compliance with the zoning and development code.

**(iii) Conditions of any prior approvals.**

There are no conditions of prior approvals.

**(iv) Public facilities and utilities shall be available concurrent with the development.**

All public facilities and utilities will be available concurrent with the rezoning and subsequent development of this property.



- (v) **Received all applicable local, State and federal permits.**  
All applicable permits will be obtained for this project.

**Section 21.02.140 Code amendment and rezoning:**

(a) **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**

*The proposed Rezone request to the R-4 zone districts will bring the parcel into compliance with the newly adopted 2020 Comprehensive Plan. The current R-1 zoning does not implement the plan.*

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

*The amendment would allow the continuation of low density, affordable, quality housing in this much desired area of Grand Junction and is consistent with the Comprehensive Plan.*

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

*Public and community facilities are existing and adequate and will support low density residential and industrial developments and are not affected as a result of the Rezone request.*

- (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**

*This parcel of land is adequately serviced by utilities and roadways. There is an inadequate supply of low-density development parcels in this area, that haven't already been developed, to meet demand.*

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

*The area will benefit with the development of low-density residential development with the extension of services.*

**F. Development Schedule**

Not applicable for this submittal.

## LEGAL DESCRIPTION

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township I North, Range I West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70.

Except easements and right-of-ways previously conveyed and of record.

Together with all water, ditch and lateral rights used therewith or appurtenant thereto.

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Louise A. Miller, am the owner of the following real property:

(b) No physical address (26 Rd. & I-70 Frontage Road)  
Parcel No. 2701-341-00-016

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

I am the sole owner of the property.

I own the property with other(s). The other owners of the property are (c):

[Empty box for listing other owners]

I have reviewed the application for the (d) Rezone pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

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

Owner signature as it appears on deed: *Louise A. Miller*

Printed name of owner: Louise A. Miller

State of Colorado )

County of Mesa ) ss.

Subscribed and sworn to before me on this 30<sup>th</sup> day of July, 20 21  
by Louise A. Miller

Witness my hand and seal.

My Notary Commission expires on December 10, 2024

*Shantel Romisch*  
Notary Public Signature



**THIS DEED**, Made this 27th day of June, 19 68, between

LINCOLN D. COIT and DOROTHY E. COIT

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

THOMAS E. MILLER and LOUISE A. MILLER

of the \_\_\_\_\_ County of Mesa and State of Colorado, of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION ----- DOLLARS

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

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70.

Together with all water, ditch and lateral rights used therewith or appurtenant thereto.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, Subject to taxes for the year 1968, payable in 1969 and subsequent taxes,

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

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Lincoln D. Coit [SEAL]  
Dorothy E. Coit [SEAL]  
\_\_\_\_\_[SEAL]

STATE OF COLORADO, }  
County of M E S A } ss.

The foregoing instrument was acknowledged before me this 27th day of June 19 68, by Lincoln D. Coit and Dorothy E. Coit  
My Commission expires February 20, 19 71. Witness my hand and official seal.



Ruth H. Sutton  
Notary Public.

No. 921. WARRANTY DEED—To Joint Tenants.—Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado  
\* If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Sec. 118-6-1 Colorado Revised Statutes 1963.

6,800.00

1998810 05/31/01 0324PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00  
DOCUMENTARY FEE \$NO FEE

**QUITCLAIM DEED**

Grantor(s) **Thomas E. Miller and Louise A. Miller**

whose address is **Post Office Box 177-221, Evanston**

County of **Uinta** and State of **Wyoming**, for the consideration of

no consideration Dollars,

in hand paid, hereby sell(s) and quitclaim(s) to **Louise A. Miller**

whose address is **Post Office Box 177-221, Evanston** 82931

County of **Uinta** and State of **Wyoming**, the following real

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

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 1 North, Range 1 West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70.

Except easements and right-of-ways previously conveyed and of record.

Together with all water, ditch and lateral rights used therewith or appurtenant thereto.

also known as street and number:

assessor's schedule or parcel number:

with all its appurtenances, subject to taxes for the year 2001, payable in 2002 and subsequent taxes

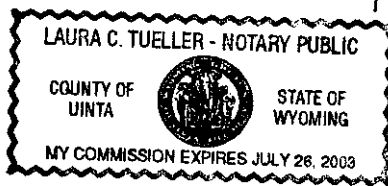
Signed this 25<sup>th</sup> day of MAY, 2001.

Thomas E. Miller  
Thomas E. Miller  
Louise A. Miller  
Louise A. Miller

STATE OF WYOMING  
~~COLORADO~~ )  
COUNTY OF MESA UINTA ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 2001, by Thomas E. Miller and Louise A. Miller.

Witness my hand and official seal.  
My commission expires: July 26, 2003



Laura C. Tueller  
Notary Public

\*If in Denver, insert "City and."

Name and Address of Person Creating Newly Created Legal Description (section 38-35-106.5, C.R.S.)





**SW Corner 26 Road and the I-70 Frontage Road  
No Physical Address (Parcel No. 2701-341-00-016) - Rezone**

**SUMMARY OF VIRTUAL NEIGHBORHOOD MEETING  
TUESDAY, AUGUST 17, 2021 @ 5:30 PM  
VIA ZOOM**

A virtual neighborhood meeting for the above-referenced Rezone, was held Tuesday, August 17, 2021 via Zoom, at 5:30 PM. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on August 5, 2021, per the mailing list received from the City of Grand Junction. There were four attendees including Tracy States, Project Coordinator, with River City Consultants, and Scott Peterson, Senior Planner with the City of Grand Junction. There were two neighbors from the same household in attendance.

The meeting included a brief presentation and a question/answer session. Information about the proposed subdivision was presented, and it was explained the zoning district proposed was R-4 (2 to 4 dwelling units per acre) and that 20-23 single family residential building lots were proposed on 8.8 acres. A Concept Plan was shown to the attendees and a copy is included with this summary.

The couple in attendance was concerned about the density and access and seemed pleased that only 20-23 single-family lots were being proposed. The proposed access point aligns with their driveway on 26 Road. Tracy explained that CDOT would not likely allow access on the frontage road and aligned access points are preferred. They also asked how much irrigation water was available. Tracy explained that she did not know how many shares were available but that the subdivision could not take more water than was allotted. The couple also asked about the height of the homes which Tracy explained was limited at 40' and that two-story homes were a possibility if someone wanted one. They were not really concerned as the project sits below their property.

Tracy directed the attendees to Aspen Valley Estates if they were interested to see what product might look like with this project and showed them the location on the City map. Tracy also asked that any concerns be emailed to her so they could be shared with and addressed by the developer, Jim McCurter.

Scott Peterson wrapped up by explaining the process and that cards would be sent out notifying when the project was scheduled for public hearings.

The meeting adjourned at approximately 5:45 PM.



# Location Map

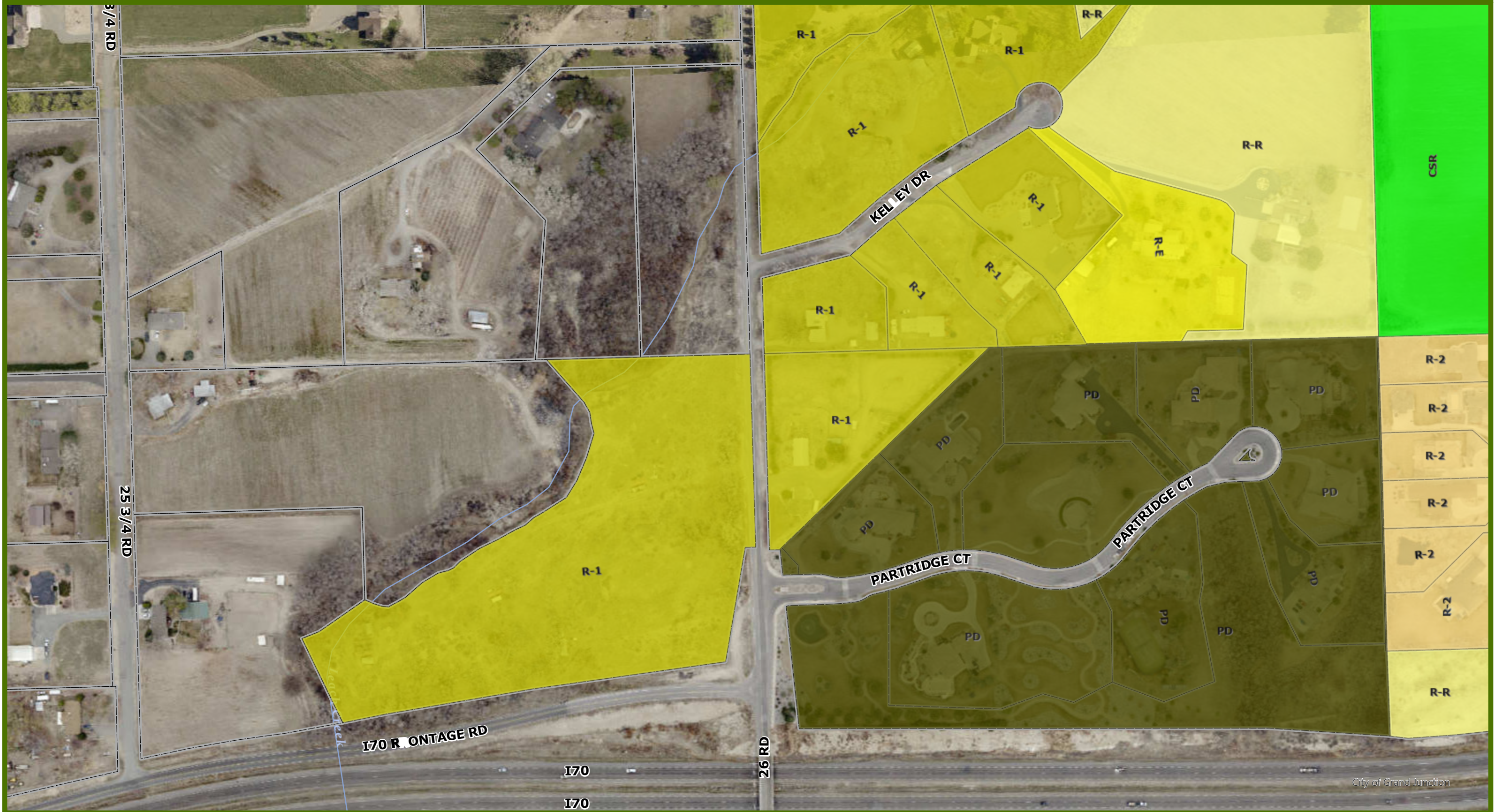


Printed: 8/17/2021  
1 inch equals 188 feet  
Scale: 1:2,257





# City of Grand Junction Zoning Map



City of Grand Junction



Printed: 8/17/2021  
1 inch equals 188 feet  
Scale: 1:2,257





# 2020 Comprehensive Plan Map



Printed: 8/17/2021  
1 inch equals 188 feet  
Scale: 1:2,257







**811**  
Know what's below.  
Call before you dig.  
www.uncc.org  
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

**Project Benchmark**  
MCSM xxxx  
\* Brass Cap  
Intersection of x Road and x Road  
Sec. xx, Txx, Rxx, U.M.  
Northing: xxxxxxxx  
Easting: xxxxxxxx  
Elevation: xxxxx  
Datum Source: MGLCS Zone "GVA" (NAVD 88)

**SCALE**  
50 0 25 50 100  
( IN FEET )  
CONTOUR INTERVAL = 1 FOOT  
ORIGINAL SHEET SIZE: 22 x 34

NO.	DATE	REVISIONS DESCRIPTION	BY

**PRELIMINARY**

**RIVER CITY CONSULTANTS**  
215 Pitkin Avenue, Unit 201  
Grand Junction, CO 81501  
Phone: 970.241.4722  
Fax: 970.241.8841  
www.rcwest.com

**McCURTER LAND COMPANY, LLC**  
I-70/26 Road  
Concept 1

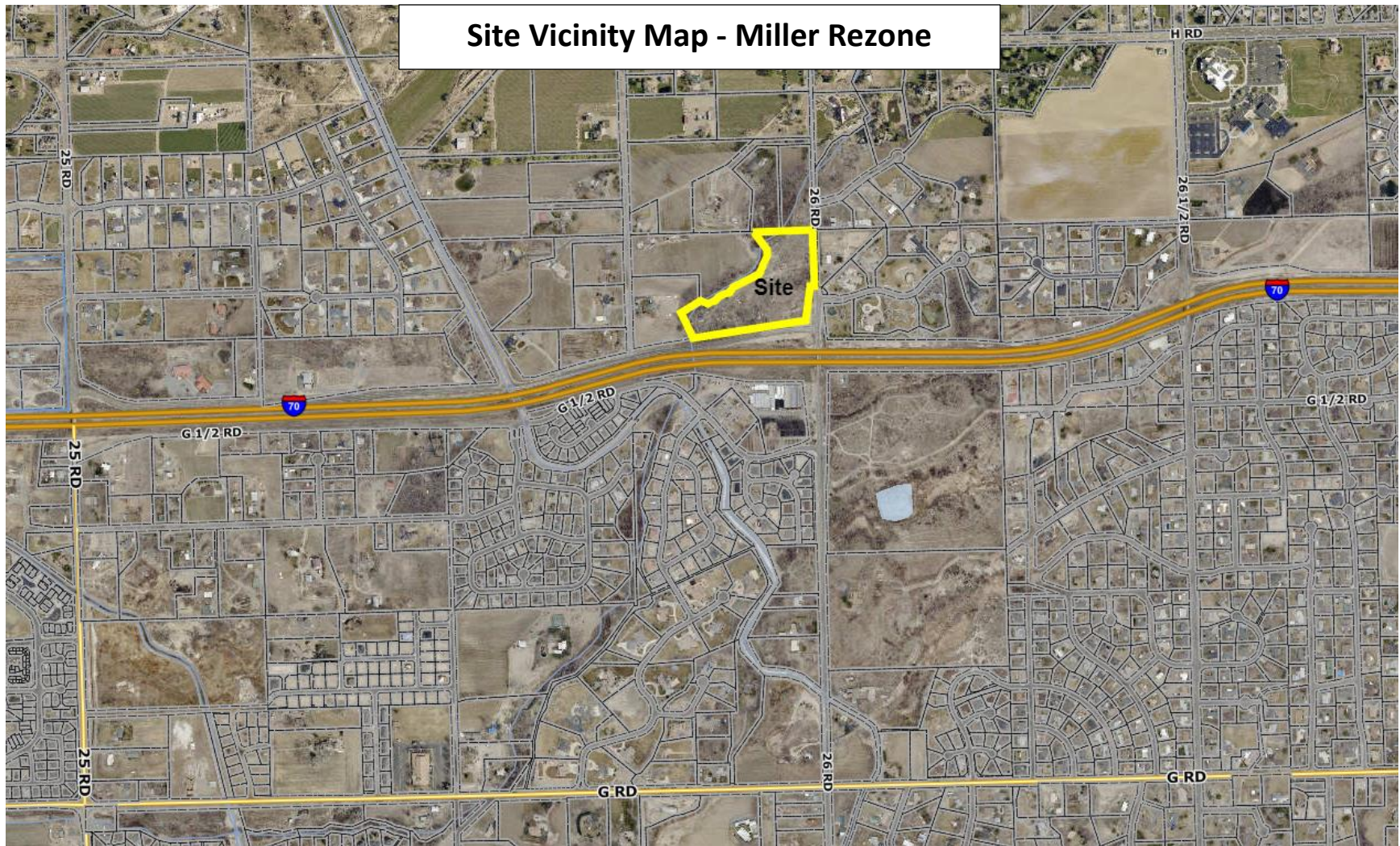
PROJECT #: DATE ISSUED: 11.AUG.2021  
DRAWN BY: AS SHOWN  
CHECKED BY: VERT: N/A

C1

S:\PROJECTS\1071 Freeway Properties (McCurter)\016 26 RD AND 170 FRONTAGE RD\Design\DWG\02-LineWork\1071-016 Parcel-LW.dwg [Concept 1] 8/11/2021 8:18:52 AM



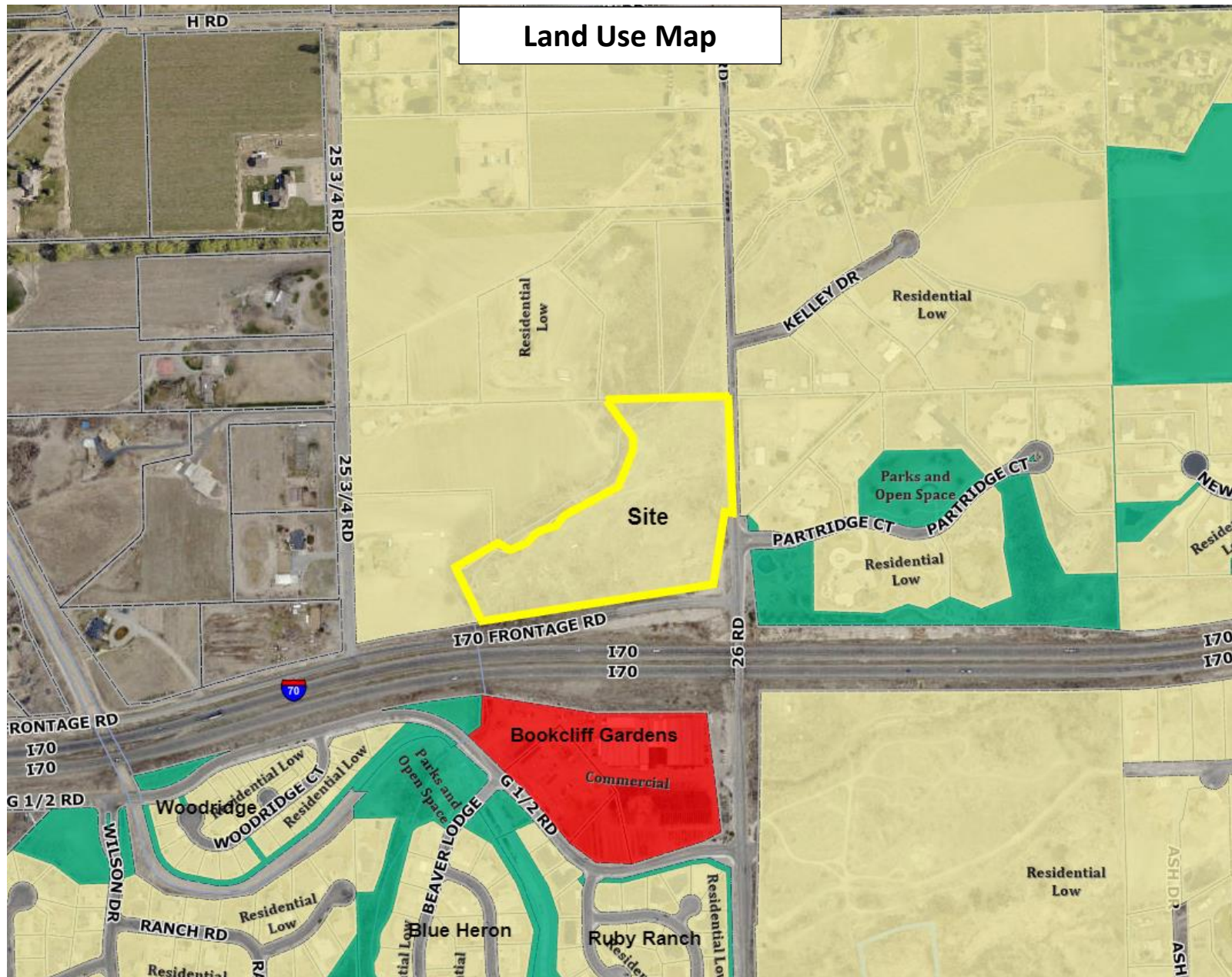
# Site Vicinity Map - Miller Rezone



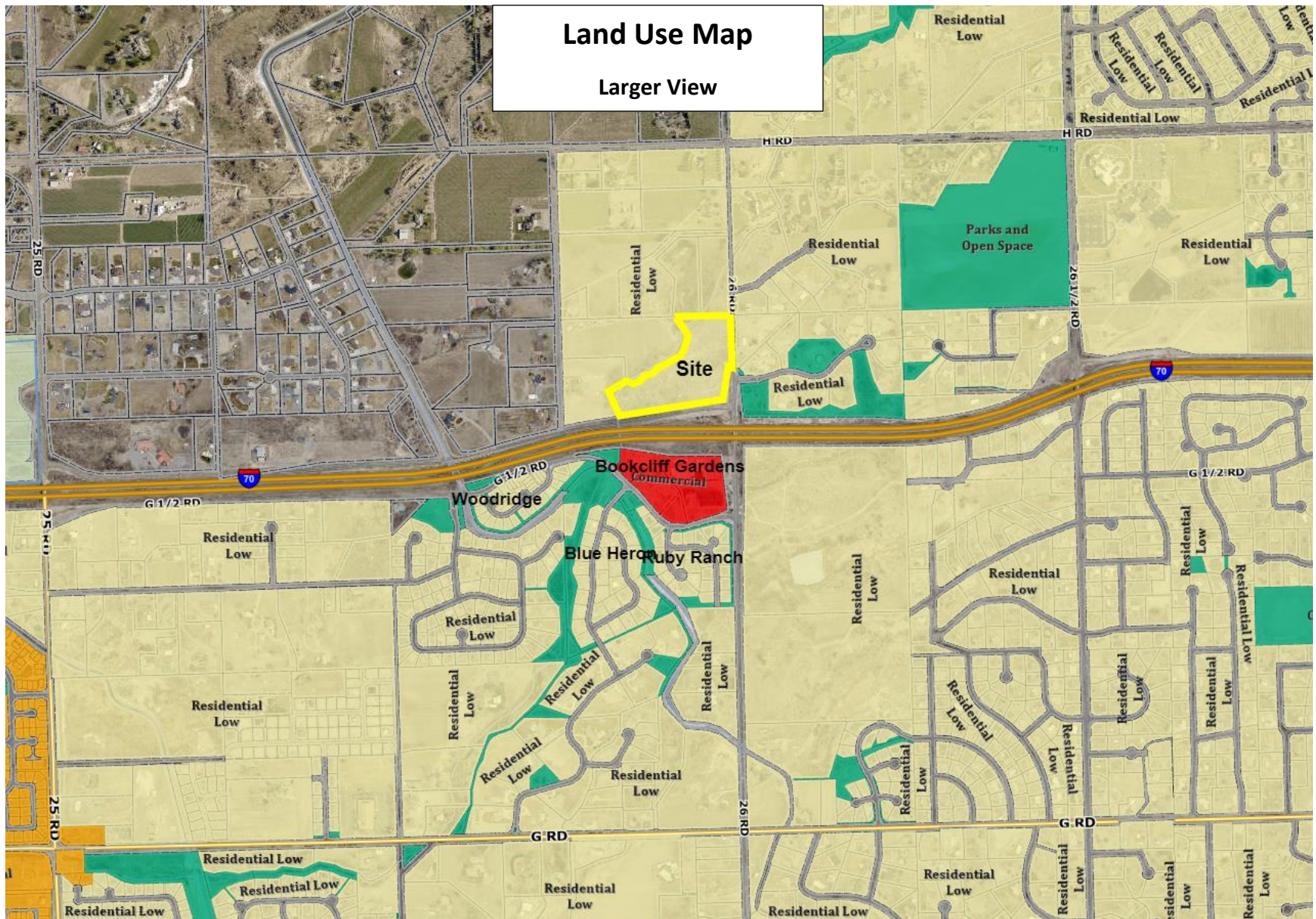




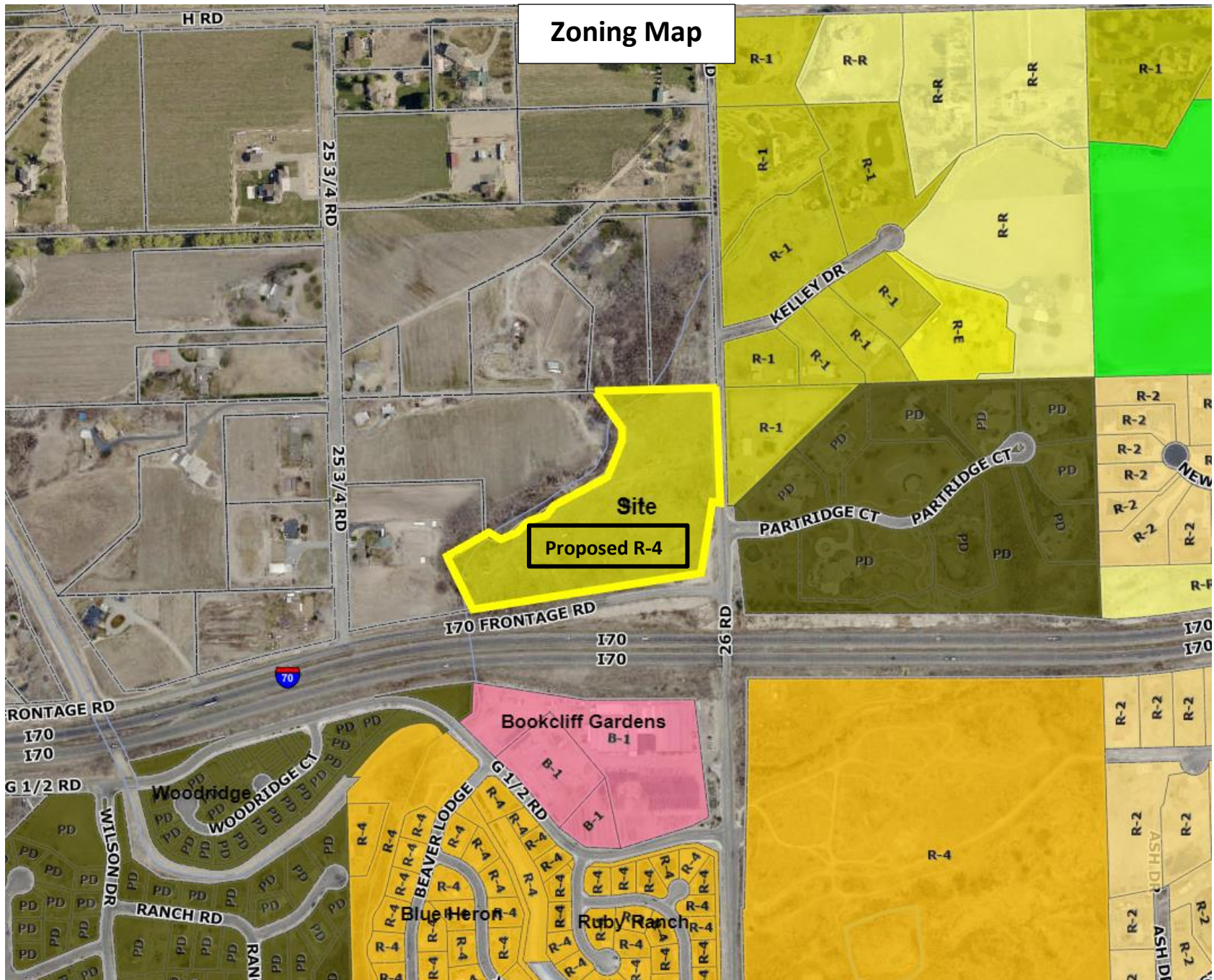














**Google Maps Street view of property from 26 Road and I-70 Frontage Road intersection, looking northwest**



## David Thornton

---

**From:** Larry Tice <larry.d.tice@gmail.com>  
**Sent:** Saturday, September 18, 2021 3:29 PM  
**To:** David Thornton  
**Subject:** Development parcel R018679

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

Dear David Thornton,  
after calling number listed onsite for parcel corner of 26 and frontage road, I spoke to Pat at City who gave me your email address stating you were reviewing the application for zoning change. I reside at 775 26 road in parcel owned since 1981 in name of my wife Sharon Tice and I am principal in adjoining properties under names DAELT, LLLP and Fox Run Enterprises, LLC. I have spoken to River City Consultants, who informed me the plan was to change from R-1 to allow up to 24 sites on the 8.8 acre parcel in question. I would object to putting more than 8 houses on the property for a variety of reasons. First because of the rural and farming use of adjoining land, only 3 houses occupy the approximately 20 adjoining acres. Other nearby homes in the county exist on approximately 5 acres. Second issue is Leach Creek which would be overstressed with the population from 24 homes. Currently the presence of wildlife including the recent cougar kill pose additional concern. Traffic on 26 road I think would be unnecessarily burdened with particular problems turning left onto frontage road going north and even entering 26 Road from the frontage road being a problem. Finally given the rural and estate composition of other established developments like Partridge Farms, Kelly Drive, and more recent ones like Freedom Height and Quail Meadows being zoned only R-1 my best hope is this small, irregular site with close access to LeachCreek not be allowed density change from R1. I suspect other residents close by in the county will agree. I am sure Louise Miller would like to sell and I support her endeavor but I strongly object to the zoning changes as it appears  
I am happy to discuss further , my cell 970-261-0496  
Cordially,

--

Larry D. Tice, MD



14 October 2021

Grand Junction Community Development  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: Rezone **RZN-2021-609**                      **26 Road/I-70**

**Mr. Dave Thornton:**

I am not opposed to the proposed rezone, but I do suggest [early on] that the Preliminary Plat Map in the 'Neighborhood Meeting Summary' proposes too high a density within that rezone relative to the existing neighborhood.

While the Preliminary Plat Map proposed is clearly within the 2020 Comp Plan, I suggest [by the examples below] that it does not adequately integrate the more subjective aspects of the Plan ...that is, it **does not adequately blend in to the surrounding area as quality growth, respecting existing developed uses ...as the area is materially and substantially developed.**

I suggest the subject's neighborhood is: **North and East of 25.75 Road and I-70 within the Urban Growth Boundary** [with I-70 being the great separator in the area of 24.5 to 26.5 Roads, below I-70 is not a part of the subject's neighborhood because walking I-70 narrow bridge is realistically prohibitive, high speed traffic distraction, etc].

Using the City's GIS Map of property information, areas of this neighborhood are:

**Partridge Farms Subdivision** immediately East:

9 Dwelling Units on 19.8 acres [6.8 open] w/o streets; avg 2.2 ac/DU : 1.45ac lot size

**Freedom Estates Subdivision** ¼ mile NE:

22 Dwelling Units on 22.5 acres [6.5 ac open space] w/o streets; avg 1.02ac/DU : 0.73 ac lot size

**Individual Developed Homes E+N** – Kelley Drive/26 Road/H Road 26-26¼:

19 Dwelling Units on 54.1 acres w/o streets; avg 2.85ac/DU [of the 19 lots only 4 have a reasonable possibility of further dividing, to allow for an estimated 6 more DUs]



**Individual Developed Homes N+W** – I-70 to H Rd and 25¾ to 26 Roads:

13 parcels and 11 Dwelling Units on 50.4 acres; avg 4.6ac/DU; avg 3.9ac/parcel.  
 [Approximately 15-20 acres could be easily and aesthetically amenable to low density city development. A few of the other lots with existing residences could be aesthetically and economically amenable to splits into ¾ to 1 acre parcels, but even so this whole area would average something well over 1 acre average lots sizes]

<b><u>Summary:</u></b>	DUs	Acres <u>in lots</u>	Acres <u>OpnSpc</u>	Acres <u>Streets</u>	Acres <u>Total</u>	Acres/ <u>DU</u>
Freedom Sub:	22	16.0	6.5	3.0	25.5	1.16 ac
Partridge:	9	19.8	6.8	1.6	28.2	3.13 ac
Kelly/HRd East:	19	54.1	na	4.9	59.0	3.10 ac
North+West:	13	50.4	na	2.1	52.5	4.03 ac
<b>SUBJECT:</b>	<b>20</b>	<b>5.3</b>	<b>2.2</b>	<b>1.3</b>	<b>8.8</b>	<b>0.44 ac</b>

For additional perspective, to get the same density for the whole neighborhood to match the Preliminary Plat Map of the SUBJECT, **the city would have to add 312 MORE DUs/homes to the neighborhood** [165.2 total acres divided by 0.44 SUBJECT density = 375 DUs less 63 existing DUs = 312 more DUs]. That is clearly NOT how this area has developed over the past 40-50 years and inserting this density would present an incongruent neighborhood.

As this neighborhood is substantially built out, I suggest that the SUBJECT needs to be closer to the density of recently developed Freedom Subdivision, something **more like 12-14 lots**. Inserting the proposed density is not quality growth in orderly transition, respectful of this materially developed neighborhood.

**Reducing the ultimate developed density, recommended here, is STILL WITHIN the 2020 Comp Plan and the proposed rezone**, and better maintains the spirit of the neighborhood.

Thank you for your consideration.

Dave Zollner  
 2562 H Road Grand Junction CO 81505

Planning Commission Meeting 10/26/2021  
Re: Miller Rezone

I have resided at 775 26 Road since 1981 and own other properties adjoining the Miller property registered under my wife Sharon's name and Fox Run Enterprises, LLC and DAELT, LLLP on assessors map. After seeing the zoning change signs, I contacted city and was referred to David Thornton of planning staff to whom I emailed my concerns, since I could not attend virtual neighborhood meeting. David replied that he forwarded my email to your committee. I reviewed his video presentation and his report for this meeting. But I disagree with many points provided by Staff.

Of the 5 criterion for rezoning, much is not met.

Criterion #1 "Subsequent events have invalidated...." I witnessed the significant fluctuation in GJ real estate with decline of Exxon pullout 1982, the various recessions and recent influx of people since Covid, and nearby residential development but I disagree this invalidates prior zoning. I wanted a rural home and witnessed development of Kelly Drive on large parcels, then development of Partridge Farms about 10 houses on 20 acres, and more recently Freedom Heights, and Quail Meadows with much less density. Although staff mentioned of developments south of I-70 are higher density, I think tradition and common knowledge is I-70 bounds residential from lower density county and farm acreage. Woodridge, Ruby Ranch, and Blue Herron parcels were built juxtaposed more established residential city areas not as this parcel which adjoins 5+ acre parcels. I disagree this complies with criterion #1.

Criterion #2 "The Character and condition of the area has changed...." As mentioned above, I do not agree especially since Woodridge, Ruby Ranch, and Blue Herron share more with their surrounding neighborhoods than this development would with surrounding county larger scale properties. Maybe from a city planner's view this is logical but the I-70 boundary is a large separation. I disagree this proposal complies with Criterion #2

Criterion #3 "Public facilities are adequate...." Yes there is adequate sewer, water, gas present but I am concerned about the impact on transportation infrastructure. Current traffic on 26 Road is significant. Even with reduced speed limits (frequently ignored) it is risky crossing the street to get mail especially during rush hours. With other proposed developments like Parkerson between 26 and 26 ½ road, this impact will require substantial change in city infrastructure. I disagree that Criterion #3 has been met.

Criterion #4 "An inadequate supply of suitably designated land is available...." Opinion of planning staff could be influenced by the demand of potential new real estate buyers, but two parcels south of I-70 and east of 26 road are currently zoned R-4 (parcel 738 26 Road #R019316 and 726 26 Road #R019310). These provide "adequate" supply of "suitably designated land." City planners may want to accommodate our vigorously growing populace with a "low hanging

fruit" parcel, smaller and perhaps less costly to develop. I disagree that Criterion #4 has been met.

Criterion #5 "The community or area, as defined by the presiding body, will derive benefits from the proposed amendment" The Appleton community which is centered 2 miles west can benefit from lower density providing housing choices (? Lower Cost) with obvious access to recreation areas, medical and educational sites. But this intrudes on existing established residences and farms. This seems a value judgment by the staff which neglects current resident's feelings. I disagree that Criterion #5 has been met.

I believe the Planning department has a large task to meet needs of growing city while respecting current residents comfort with established pattern. This process should be lengthy, deliberate and considerate for a good result. In addition to my prior objections having, lived in this place for 40 years, I have other concerns. Leach Creek traverses this area as a riparian zone is an established transit zone for wildlife from deer to mountain lions and even bear when high country lacks food sources. Adventuring kids and occasional hunter have walked this site; it is a drainage and flood plain for extreme weather storms. My former neighbor Dr Jim Parker recalled floods over the banks and I have seen 26 road culvert overwhelmed. Also with the abundant vegetation and trees a fire hazard is a threat to nearby homes, and city and county fire and safety departments needing consideration.

I hope this planning commission takes my objections and concerns with due consideration before granting a zone change from R-1 to R-4.

Respectfully submitted,  
Larry D Tice  
775 26 Road  
Grand Junction, CO 81506  
[Larry.d.tice@gmail.com](mailto:Larry.d.tice@gmail.com)  
970-261-0496

## David Thornton

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**From:** Keith Killian <keith@killianlaw.com>  
**Sent:** Thursday, October 21, 2021 8:10 PM  
**To:** David Thornton  
**Cc:** Larry Tice; Michelle Killian  
**Subject:** Development parcel R018679

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David,

I reside at 2609 Partridge Court, in the Partridge Farm Subdivision. The above proposed development would be located very near Partridge Farm. If approved it would adversely impact not only the area where I reside, but be contrary to the development plans for the area.

I understand that the R1 designation requires no more than one house per acre. Many of us chose to live where we do because it was not an intercity area. We love the fact that we see foxes, deer, racoons and even get an occasional visit from a cougar or bear in the area. Changing the zoning from what I understand to be four houses per acre is inconsistent with the location. It will deprive those of us who currently live in the area of the benefits of low traffic, pastoral views and serenity. We chose to have those benefits by making a substantial investment in a residence located in the area.

I request that the zoning remain as R1. The parcel if developed should conform to the present zoning. One house per acre is appropriate. Four houses per acre is not. My wife and I join with the objection lodged by Dr. Larry Tice. We request that you change your position and vote against the zoning change. Thank you for service to the community. Please be kind enough to respond to this email.

Cordially,

J. Keith Killian, Esq.  
Killian, Davis, Richter & Kraniak, PC  
202 N. 7<sup>th</sup> Street • PO BOX 4859  
Grand Junction, CO 81502  
Tele: (970) 241-0707  
Fax: (970) 242-8375  
Email: [keith@killianlaw.com](mailto:keith@killianlaw.com)



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## Kalli Savvas

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**From:** Elizabeth Tice <ticeaccounting@gmail.com>  
**Sent:** Tuesday, October 26, 2021 2:35 PM  
**To:** Kalli Savvas  
**Subject:** Public Comments for Miller Rezone Comments

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Good Afternoon,

Thank you, Kalli, for answering my phone call this afternoon and providing this information to the Planning Commission.

I have several concerns regarding the proposed rezone.

The first is that although consistent with the overall Comprehensive Plan, the Planning Department should be making decisions based upon site specifications. Not all sites within a proposed area are compatible with the overall recommendation. It is my opinion that the Planning Department should still be evaluating the specific site, and in this instance I do not believe that this work has been done. If it had been done, I believe that an alternative recommendation would have been reached.

To begin, the impact to Leach Creek, which is crucial to valley wide draining and is also an important wildlife corridor, was not properly vetted by the Planning Department.

Further, there are transportation impacts that were not thoroughly vetted. There is a blind spot on the southeast portion of the property (on 26 Road) and vehicles entering 26 Road from the existing Partridge Farms subdivision and the I-70 frontage road cannot see traffic coming south on 26 road. This subdivision would increase the amount of traffic in an already problematic spot.

Additionally regarding transportation, until the City invests in better north south transportation, adding additional residential units north of G road is going to compound the traffic problems at G and H road and 26 and 26 1/2 Road. This is a hindrance and is also a public safety concern.

Finally, this development is not similar to the existing developments in the area. R4 is too highly dense in comparison to the existing neighborhoods and housing. It is also too highly dense to be next to agricultural usage.

I also believe that insufficient notice was sent to property owners. I understand that the City's requirement is 500 feet, which may be sufficient for urban areas. If the city is annexing rural property, the notification requirement should be extended. This is a rural area and the 500 feet requirement is insufficient to cover the impacted property owners.

Thank you kindly for your consideration of these issues,

Elizabeth Tice  
Owner 776 25 3/4 Road

30 October 2021

Grand Junction Community Development  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

RE: Rezone **RZN-2021-609**

**Miller Rezone**

**To the GJ City Council:**

After hearing of the 'handcuffs' of R-4 Zoning at the 10 October 2021 Planning Commission meeting

**I withdraw my 'not-opposed' to this rezone**

that I stated in my 15 October letter ...for it renders everything else in that letter meaningless. In short, **approval of R-4 renders consideration of the immediate area impossible** when the development is later presented, so...

**Please decline this rezone request.**

**Dear Council:** Please be aware that R-4 has a required MINIMUM density that **does not allow for the consideration of the existing land use around it** [see attached zoning chart]: R-4 does not allow for the consideration of facts in that 15 October letter or what follows in this letter.

**Please STOP and seriously consider how the density proposed would 'shoehorn' inappropriate development into this long-established area.**

As noted in the facts that follow [gleaned of the City's GIS Development Map], the area immediately around the subject within the Urban Development Boundary

**is already 92% developed.**

It is not wide open spaces to begin inserting large numbers of dwelling units.

37 of the 40 parcels [including the subject] already have homes, and most of those from the 1960s and 1970s. This is an already established area and **the proposed R-4 rezone would awkwardly retro-fit a totally different land use.**

1/4

<u>Address</u>	<u>Acres</u>	<u>Year Built</u>	<u>Age</u>	<u>[Avg for that street]</u>
770 26 Road	2.3	1948	73 years	[3.0ac 1968 53yrs]
775	3.2	1979	42	
776	1.0	1955	66	
777	4.6	1946	75	
781	5.0	1970	51	
782	2.8	2016	5	
795	2.3	1964	57	
766 25¾ Road	4.7	1972	49	[3.4 1971 50]
774	7.5	1972	49	
776	0.9	1970	51	
782	4.8	1972	49	
794	1.2	1970	51	
798	1.2	1970	51	
2585 H Road	2.0	1974	47	[3.3 1973 48]
2599	4.5	1974	47	
2615	2.3	1967	54	
2616	2.9	1976	45	
2618	2.8	1989	32	
2619	3.1	1974	47	
2621	4.1	1966	55	
2622	4.9	1967	54	
2605 Kelley Drive	1.0	1965	56	[3.0 1981 40]
2606	3.2	1979	42	
2607	1.3	1976	45	
2609	1.5	2014	7	
2610	3.2	1983	38	
2611	2.5	1975	46	
2613	8.6	1977	44	
2600 Partridge Court	1.2	2003	18	[1.4 2003 18]
2603	2.7	2001	20	
2606	1.2	2004	17	
2609	1.6	1998	23	
2610	1.5	2000	21	
2612	1.2	2005	16	
2613	1.3	2005	16	
2614	1.3	2004	17	
2615	<u>1.0</u>	<u>2006</u>	<u>15</u>	
<b>Overall Avg</b>	<b>2.8ac</b>	<b>1981</b>	<b>40 yrs</b>	

3/4



Is there an alternative for the subject property? With the decline of the R-4 proposal, the R-2 zone does not have the forced minimum [see Zoning chart] yet still allows for more urban-like development and the reasonable spirit of the 2020 Comp Plan, as well as reasonable transition and integration of new growth.

The 7-0 recommendation by the Planning Commission was hardly enthusiastic as it may seem: one member highlighted their consternation with 'it seems like this is to "shoehorn" this development into this area.' Another: 'we need "logical progression" [transition]. Why then their approval? Evidently because they felt they had to cater to the 2020 Comp Plan over the down to earth facts of the area.

The 2020 Comp Plan is a general vision, but in that it cannot address the individual real-life issues that come at the daily level. It does not always allow for consideration of real-life issues that require the ultimate living judgment of the City Council, as I suggest is required here.

Forced minimums may work where there is substantial undeveloped areas or in redevelopment, but where an area is largely established and vital, minimums possess unintended consequences, lack of flexibility, and 'handcuffs' on staff, council, and citizens.

In summary,  
**approval of R-4 renders consideration of the immediate area impossible** when the development is later presented, so...

**Please decline this rezone request.**

Thank you for your consideration.

Dave Zollner  
2562 H Road Grand Junction CO 81505

4/4



**PETITION AGAINST THE REQUEST TO REZONE THE MILLER PROPERTY LOCATED NEAR THE INTERSECTION OF 26 ROAD AND I-70 FRONTAGE ROAD**

We, the undersigned petitioners, being the owners of property near the Miller property, which is proposed for rezoning, object to the proposed rezoning from R-1 to R-4.

The Miller property is located near the intersection of 26 Road and I-70, on the west side of 26 Road, across from Partridge Farm subdivision. The land is approximately 8 acres. The planning commission recently recommended the rezoning from R-1 to R-4. However, we propose the following options for the Grand Junction City Council's consideration:

**I. The Miller property should remain zoned as R-1**

The property was previously annexed into the City of Grand Junction. The Grand Junction Comprehensive Master Plan took into account the effect on the nearby residential areas that lie both inside and outside the city limits when it zoned the property as R-1. To the north and the west of the annexed Miller property is property located within the county. These parcels are occupied by one house per acre or less. The proposed R-4 zone for the Miller property is, obviously, inconsistent with the properties to the north and west of the annexed property. To the south of the Miller property is the I-70 corridor, which is an obvious geographical demarcation from the property in question. However, in general, the property along 26 Road from Patterson Road to I-70 is occupied by older rural and bucolic properties, which have densities that are R-1. The exception is primarily the residential area south of Bookcliff Gardens. On the eastside of 26 Road is the Partridge Farm subdivision. Partridge Farm subdivision is subdivided consistently with the surrounding properties. It is far larger than the Miller property and has a designated wildlife area, ten lots, and only nine homes that have been developed. The density is less than one home per acre. As one can see on the zoning map, the houses due east from the Partridge Farm subdivision are zoned R-2.

**II. If the council votes to rezone the Miller property to R-4, it should be contingent upon limitations imposed by the Grand Junction City Council**

The undersigned petitioners prefer that the property remain R-1, which would permit a development of eight houses. This would be consistent with development of the subdivision taking into consideration the tendency of Leach Creek to flood. It would also consider the fact that wildlife, including deer, racoons, foxes, and bears, frequent the area. Any change in the rezoning to R-4, assuming that is the only rezoning permitted under the master plan, should be contingent upon a stipulation that the minimum number of houses under a R-4 designation be required. Therefore, the change in zoning designation would be contingent upon there being no more than 17 houses in the subdivision.

**III. The petitioners believe an R-4 designation to the Miller property would be an aberration for this area**

For the reasons set forth under I and II, the petitioners believe it would be inappropriate for the area in question to be designated R-4. The area along the 26 Road corridor is very hilly. Any exit from the Miller subdivision onto 26 Road would be dangerous. This is because the area for such an exit would be obstructed by a hill on 26 Road and vehicles departing from the Miller subdivision could not be seen by traffic on 26 Road, including the occupants of Partridge Farm. To the extent the city council has discretion, petitioners submit, the Miller subdivision should not

be allowed to have more than 12-14 homes built. Essentially, this proposal would limit the subdivision to a R-2 designation, which would be more appropriate for the area. Furthermore, any exit from the subdivision should be onto the I-70 Frontage Road, rather than 26 Road.

Respectfully submitted by the following petitioners on 11/09/2021:

<b>Name</b>	<b>Signature</b>	<b>Address</b>
Larry Tice, M.D.	<i>/s/Larry Tice, MD</i>	775 26 Road Grand Junction, CO 81506
Dahl Aubert	<i>/s/Dahl Aubert</i>	2610 Partridge Court Grand Junction, CO 81506
Donna Aubert	<i>/s/Donna Aubert</i>	2610 Partridge Court Grand Junction, CO 81506
Keith Killian	<i>/s/Keith Killian</i>	2609 Partridge Ct, Grand Junction, CO 81506
Lyn Davis	<i>/s/Lyn Davis</i>	
Jack Hayes	<i>/s/Jack Hayes</i>	2614 Partridge Court Grand Junction, CO 81506
Julie Martinez	<i>/s/Julie Martinez</i>	2600 Partridge Court Grand Junction, CO 81506
Paul Martinez	<i>/s/Paul Martinez</i>	2600 Partridge Court Grand Junction, CO 81506
Gary Franklin	<i>/s/Gary Franklin</i>	2612 Partridge Court Grand Junction, CO 81506
Dora Holmes	<i>/s/Dora Holmes</i>	2612 Partridge Court Grand Junction, CO 81506
John Gordon	<i>/s/John Gordon</i>	2613 Partridge Court Grand Junction, CO 81506
Christie Gordon	<i>/s/Christie Gordon</i>	2613 Partridge Court Grand Junction, CO 81506
Nicole Cades Quintana	<i>/s/Nicole Cades Quintana</i>	2603 Partridge Court Grand Junction, CO 81506

Robert Quintana	<i>/s/Robert Quintana</i>	2603 Partridge Court Grand Junction, CO 81506
Tom Silzell	<i>/s/Tom Silzell</i>	782 26 Road Grand Junction, CO 81506
Vernon King	<i>/s/Vernon King</i>	2610 Kelley Drive Grand Junction, CO 81506
Elizabeth Tice	<i>/s/Elizabeth Tice</i>	776 25 ¾ Road Grand Junction, CO 81506
Bill Fritzel	<i>/s/Bill Fritzel</i>	774 25 ¾ Road Grand Junction, CO 81506
Michelle Killian	<i>/s/Michelle Killian</i>	2609 Partridge Ct. Grand Junction, CO 81506
Hayden Scott Howard	<i>/s/Hayden Scott Howard</i>	2606 Partridge Ct. Grand Junction, CO 81506

**GRAND JUNCTION PLANNING COMMISSION**  
**October 26, 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; Keith Ehlers, Dr. George Gatseos, Christian Reece, Andrew Teske, Ken Scissors, Andrea Haitz, and Sandra Weckerly.

Also present were Jamie Beard (Assistant City Attorney), Tamra Allen (Community Development Director) Felix Landry (Community Development Supervisor), David Thornton (Principal Planner) and Kalli Savvas (Planning Technician).

There were 13 members of the public in attendance.

**CONSENT AGENDA**

Commissioner Reece moved to adopt Consent Agenda Item #1. Commissioner Scissors seconded the motion. The motion carried 7-0.

**1. Approval of Minutes**

Minutes of Previous Meeting(s) from October 12, 2021.

**REGULAR AGENDA**

**1. Miller Property Rezone**

**File # RZN-2021-609**

Consider a request by Louise A. Miller to rezone 8.84 acres from R-1 (Residential - 1 du/ac) to R-4 (Residential - 4 du/ac).

**Staff Presentation**

Dave Thornton, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

**Questions for Staff**

Commissioner Reece asked question about boundary line for city limits.

Commissioner Gatseos asked about the boundary line dates regarding the comprehensive plan.

Commissioner Ehlers asked question about the water lines and sewer lines.

Commissioner Ehlers asked questions about what is developable on site for density.

Commissioner Gatseos asked about 2010 comprehensive plan comment from Dave made in email comments.

Commissioner Reece asked about clustering density for this property.



## **Applicant Presentation**

The applicant Courtney Patch and Tracy States representing River City Consultants was present and available for questions.

## **Questions for Applicant**

Commissioner Ehlers asked about density considerations for site plans.

Commissioner Reece asked about using clustering for development.

## **Public Hearing**

The public hearing was opened at 5 p.m. on Tuesday, October 19, 2021, via [www.GJSpeaks.org](http://www.GJSpeaks.org).

1. Dave spoke about density requirements, concerns to what has happened in area, disagrees of the proposal.
2. public comment – disagreement with proposal because of density, traffic, and stated other areas that can be developed. Thought area was going to stay rural.

Commissioner Gatseos questioned public comment to make sure they knew we had many meetings for comprehensive plan.

3. Keith Killian made comment lives in area, made comment about area is rural, he wants to know if plan can be altered. Does not support the proposal.
4. King made comment and does not support proposal.
5. Paul Martin does not support has lived there for decades, does not support high density.
6. Donna Harpet with partridge farm HOA, wetlands in area and game reserve they do not support the proposal.
7. Linda Davis comment does not support the proposal.
8. Sharon does not support proposal.
9. Elizabeth Tice virtual comment about not supporting this development, wildlife, blind spot on 26 road.

Three Public comments submitted via email

The Public hearing was closed at 6:42 p.m. on October 26, 2021.

## **Discussion**

Applicant made comment, stating that all the criteria is met to current standards for the comprehensive plan. Has taken into consideration the flood plain and wildlife corridor.

Commissioner Reece asked applicant question about ingress and egress.

Commissioner Scissors asked staff if we have a ability to change the comprehensive plan.

Commissioner Reece asked a question about minimum units per acre.

Commissioner Scissors asked question to Jamie Beard if commission is restricted by comprehensive plan.

Commissioner Reece asked if the area could develop area under current zoning.

Commissioner Weckerly if applicant could come back to use R-2 zoning.

Commissioner Ehlers made comment stating that the zoning is the first part of development. Supports the comprehensive plan.

Commissioner Haitz made comment about R-2 to 4 developments.

Commissioner Reece asked comment about what if they don't meet the requirements.

Commissioner Gatseos made comment about when this was zoned and clarifying what we are being asked. In support of the proposal.

Commissioner Reece made comment about proposal and issues with urbanization and rural areas.

Commissioner Weckerly made comment that this was tough proposal.

Commissioner Haitz made comment about River city proposal.

### **Motion and Vote**

Commissioner Reece made the following motion, Mr. Chairman, on the Rezone request for the property located at NW corner of 26 Road and I-70 Frontage Road, City file number RZN-2021-609, 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 Gatseos seconded the motion. The motion carried 7-0.

## **2. Other Business**

None.

## **3. Adjournment**

Chairman moved to adjourn the meeting. Commissioner Reece seconded. The meeting adjourned at 7:22 PM.

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE REZONING FROM R-1 (RESIDENTIAL - 1 DU/AC) TO R-4  
(RESIDENTIAL – 4 DU/AC) ZONE DISTRICT**

**AN UNADDRESSED PARCEL OF LAND LOCATED AT THE NW CORNER OF 26  
ROAD AND I-70 FRONTAGE ROAD  
Tax Parcel No. 2701-341-00-016**

Recitals:

The property owner, Louise A. Miller, proposes a rezone from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) on a total of 8.84-acres, located at the NW corner of 26 Road and I-70 Frontage Road.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of changing the zoning from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) for the property, finding that it conforms to and is consistent with the Land Use Map designation of Residential Low (2 – 5.5 du/ac) of the 2020 One Grand Junction 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 rezoning from R-1 (Residential – 1 du/ac) to R-4 (Residential – 4 du/ac) for the property, is consistent with the vision, intent, goals and policies of the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment, the City Council also finds that the R-4 (Residential – 4 du/ac) zone district, is consistent and is in conformance with the Comprehensive Plan and 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 property shall be zoned R-4 (Residential – 4 du/ac) on the zoning map:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township I North, Range I West of the Ute Principal Meridian, lying North of the County Road and South and East of the Wash, which is also known as Leach Ditch, and North of Interstate Highway No. 70. Except easements and rights-of-way previously conveyed and of record.

Introduced on first reading this 3<sup>rd</sup> day of November 2021 and ordered published in pamphlet form.

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

ATTEST:

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Wanda Winkelmann  
City Clerk

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C.B. McDaniel  
President of the City Council





**Grand Junction City Council**

**Regular Session**

**Item #5.a.ii.**

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**Meeting Date:** November 17, 2021  
**Presented By:** Trenton Prall, Public Works Director  
**Department:** Public Works - Engineering  
**Submitted By:** Trent Prall, Public Works Director

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**Information**

**SUBJECT:**

An Ordinance Accepting Fernwood Court in the Knolls Subdivision as a Public Street

**RECOMMENDATION:**

City staff recommends the acceptance of Fernwood Ct as a public street and to be added to the City's street network.

**EXECUTIVE SUMMARY:**

Fernwood Ct. in the Knolls Subdivision was originally platted as a private road due to road geometry not meeting City street design standards in place at the time it was developed in 2004. Since then, the City has adopted the Transportation Engineering Design Standards (TEDS) which includes a section for alternative street designs. The Ravenna Hills HOA overseeing Fernwood Ct has submitted a request for the City to take over maintenance of the street and has provided an approved TEDS exception study. The HOA will cover repairs to concrete and overlay the street in 2022, upon which the City is proposing to take over the street for future maintenance.

**BACKGROUND OR DETAILED INFORMATION:**

Fernwood Ct. in the Knolls Subdivision was originally platted as a private road due to the road geometry not meeting City street design standards in place at the time it was developed in 2004. It was part of both The Knolls Filing 2 and The Knolls Filing 3 subdivisions.

The road is located off of Piazza Way, which connects to 27 1/2 Road south of G Road. The street consists of 33-feet of right-of-way, 22-feet of asphalt pavement, 6'-5" mountable curb, gutter and sidewalk on the southwest side, and a 2'-0" vertical curb and gutter on the northeast side. Fernwood Court terminates in a cul-de-sac with a 40'

pavement radius per the Transportation Engineering Design Standards (TEDS) manual. As part of the TEDS exception, the Ravenna Hills HOA is proposing to restrict parking along the northeast side of the street with four "no parking" signs. Two bump-outs were built into the original street to allow for additional parking that does not impede the flow of traffic.

Since 2004, the City has adopted the TEDS manual which included a section for alternative street designs. The Ravenna Hills HOA has submitted a request for the City to take over maintenance of the street and has provided the City staff with an approved TEDS exception study. The HOA will cover repairs to concrete and overlay the street in 2022, upon which the City is proposing to take over the street for future maintenance.

### **RECOMMENDATION AND FINDINGS OF FACT**

After reviewing the Ravenna Hills HOA's request for inclusion of Fernwood Court into the City street network, the following findings of fact and recommendation are as follows:

- 1) Fernwood Ct meets the alternative design requirements provided in the TEDS manual.
- 2) The HOA agrees to conduct necessary repairs to concrete and overlay the street to bring it up to "like new" condition.
- 3) The HOA executes a Quit Claim Deed to convey HOA's interest in the street to the City.
- 4) The City would then take the street into the public road inventory to be perpetually maintained by the City of Grand Junction.

### **FISCAL IMPACT:**

While there is no direct, immediate fiscal impact on the acceptance of Fernwood Ct as a public street, the City would be responsible for future concrete repairs, street maintenance, street lighting, as well as street sweeping. Chip seal is proposed in 2028 at an estimated expense of \$3,900. The two street lights will cost a combined \$420/year. Street sweeping is completed once every 4 months at a cost of \$36 per year.

### **SUGGESTED MOTION:**

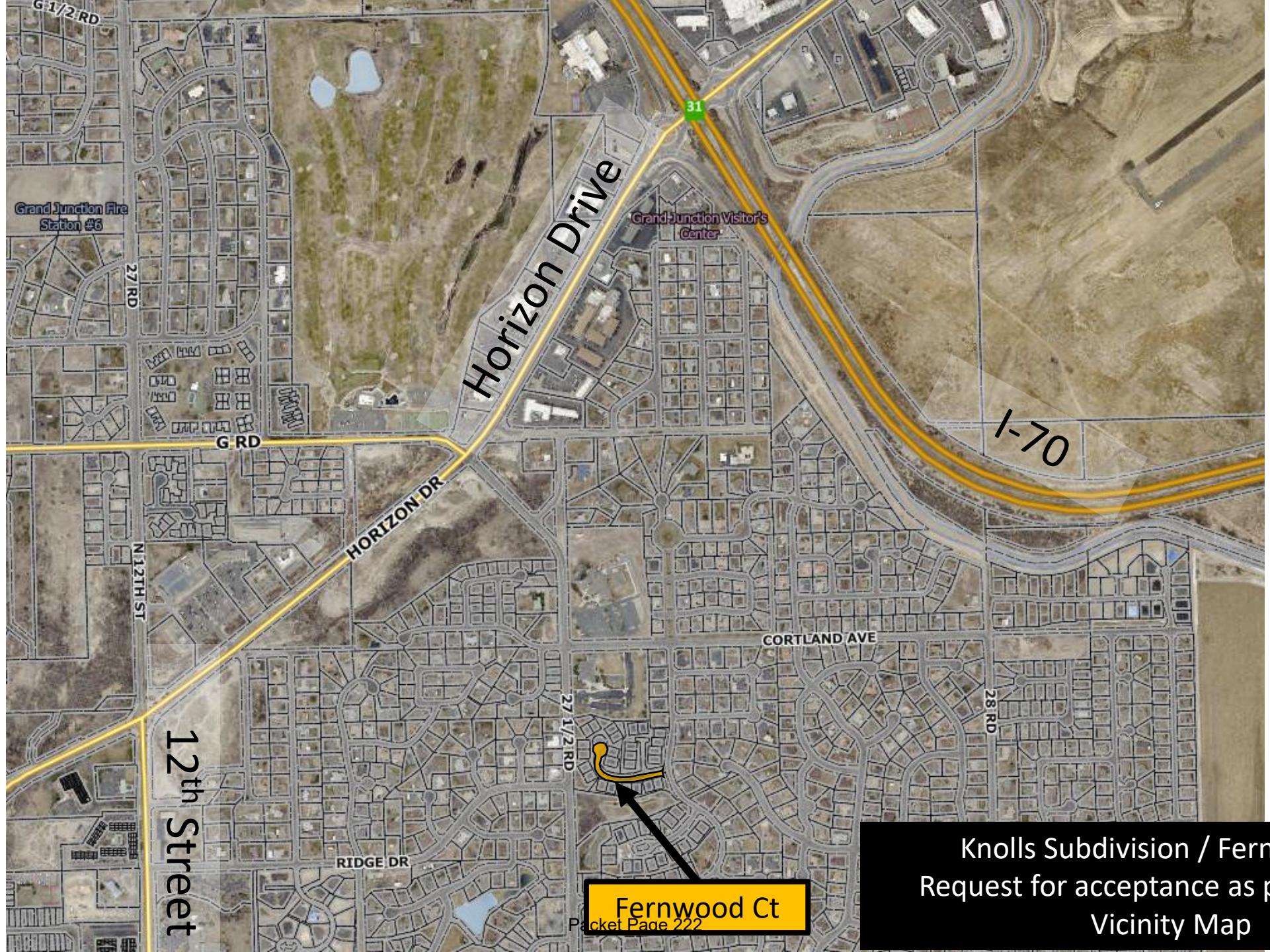
I move to (adopt/deny) Ordinance No. 5040, an ordinance accepting Fernwood Court in the Knolls Subdivision as a public street on final passage and order final publication in pamphlet form.

### **Attachments**

1. Maps
2. Fernwood Ct TEDS Exception Request

3. ORD-Fernwood Ct 102721





Horizon Drive

31

Grand Junction Fire Station #6

Grand Junction Visitor's Center

I-70

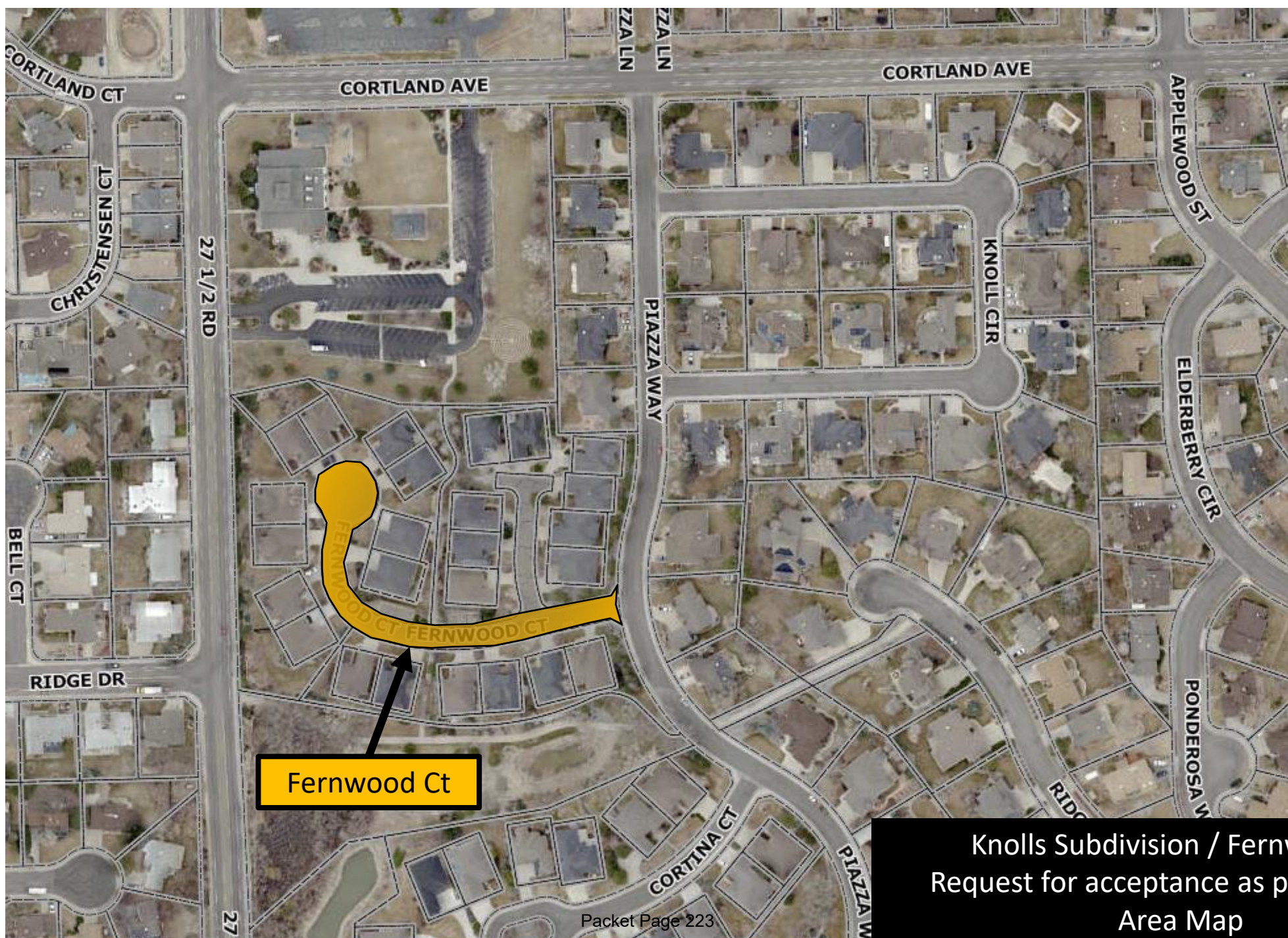
12th Street

CORTLAND AVE

Fernwood Ct

Knolls Subdivision / Fernwood Ct  
Request for acceptance as public street  
Vicinity Map

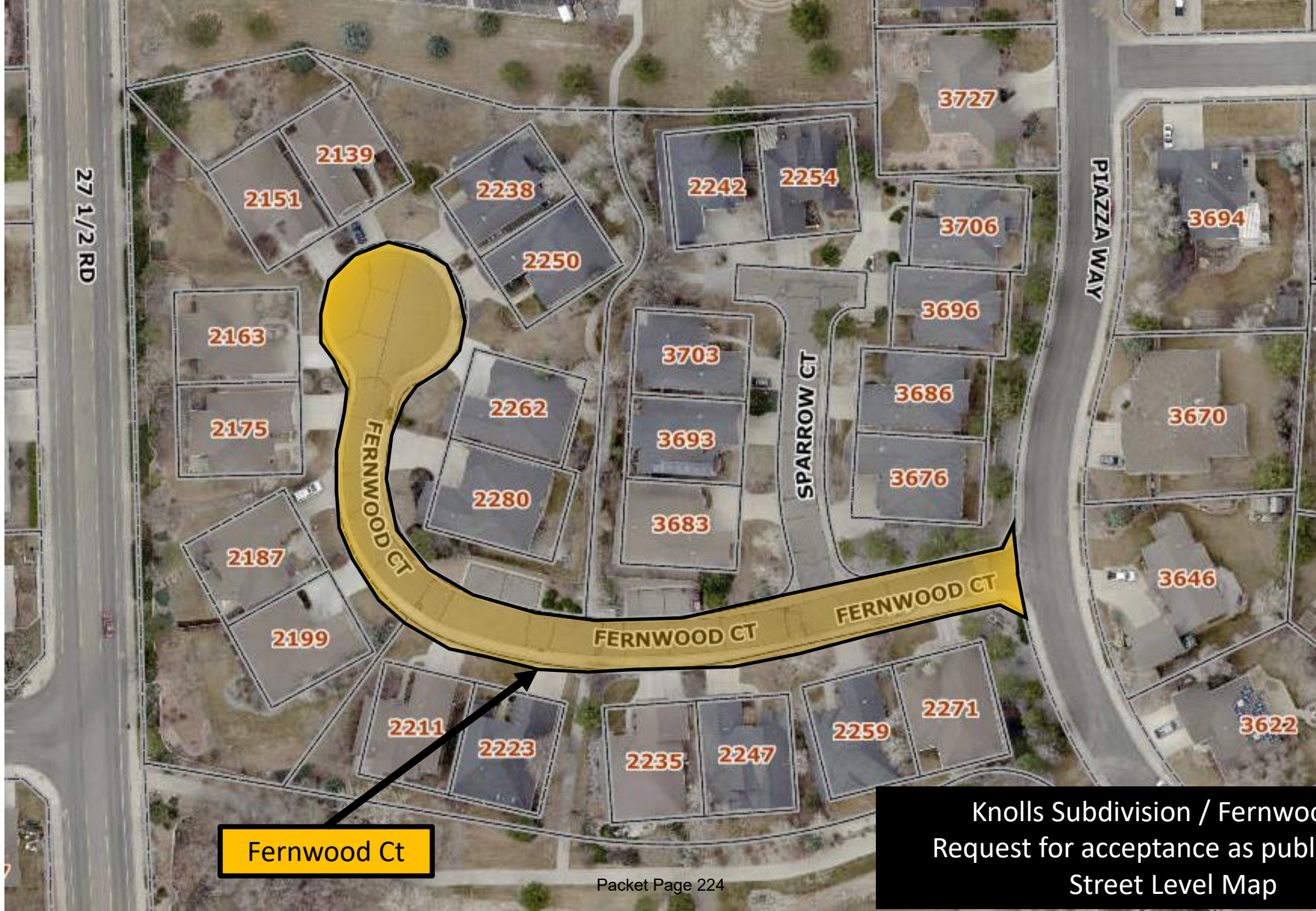




Fernwood Ct

Knolls Subdivision / Fernwood Ct  
Request for acceptance as public street  
Area Map





Fernwood Ct

Knolls Subdivision / Fernwood Ct  
Request for acceptance as public street  
Street Level Map



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# Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

## APPLICATION

### Transportation Engineering Design Standards (TEDS)

#### Exception Request

City File No.: TEDS-\_\_\_\_\_

Project: Fernwood Court

Site Address: N/A

Applicant: Ravenna Hills HOA

Representative: Austin Civil Group

Date: August 25, 2021

Project Name: Fernwood Court

City File No.: \_\_\_\_\_

1. Referenced section in TEDS and a brief description of the request(s)

Urban Residential Street – Standard Street Detail “Page ST-05”

*“Urban Residential Street Detail identified on Page ST-05 identifies 44-feet of full width right-of-way that includes 14-foot multipurpose easements on either side, 6’-6” concrete drive over curb, gutter and sidewalk with 28-feet of asphalt paving. This asphalt width generally allows on-street parking.”*



This TEDS Exception Request is requesting an alternative street section along Fernwood Court. This street is currently a private street and the applicant would like to convert this street to a public street. The location of the street is depicted in the photo below.



Location Map

## 2. Site Description

- A. Description: Fernwood Court is located off of Piazza Way which connects to 27 ½ Road south of G Road. The street consists of 33-feet of right-of-way, 22-feet of asphalt pavement, 6'-5" mountable curb, gutter and sidewalk on the southwest side and a 2'-0" vertical curb and gutter on the northeast side, as depicted by the photo below.





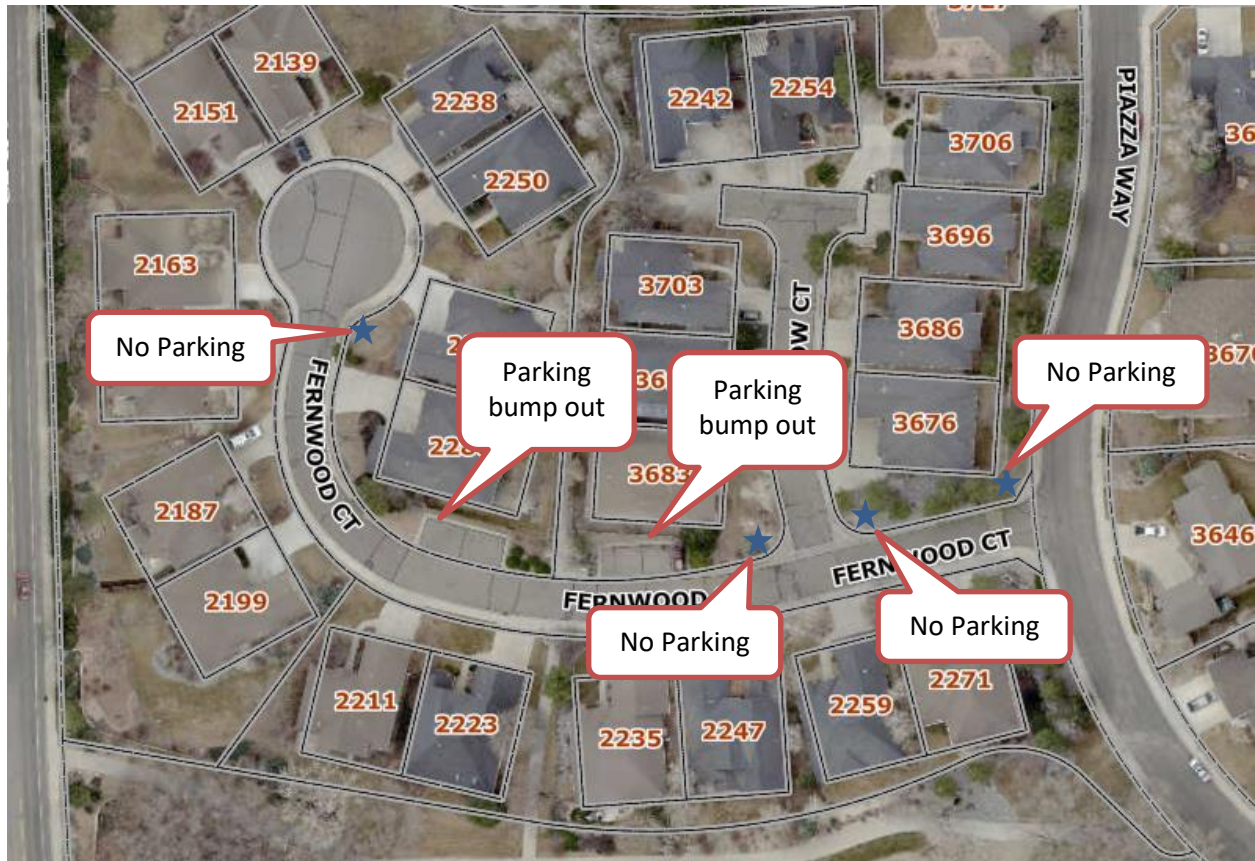
**Fernwood Court**

Fernwood Court terminates in a cul-de-sac with a 40' pavement radius per TEDS, and mountable curb and gutter as shown in the photo below.



**Looking East Down G ¼ Road from 24 ½ Road**

In lieu of the standard urban residential street section identified on Page ST-05 of TEDS, Ravenna Hills HOA is proposing that the City accept the existing street section. As part of the TEDS exception the Ravenna Hills HOA is proposing to restrict parking along the north-east side of the street with four “no parking” signs at the locations shown in the photo below. Two bump outs were built into the original street to allow for additional parking that does not impede the flow of traffic as shown below.



Fernwood Court Site Plan

B. Exception Considerations

1. How will exception affect safety?

- The exception will not affect safety for Fernwood Court or the users of it. 24-feet of flowline to flowline pavement provides adequate two-way travel width and meets fire apparatus access.
- Safe and adequate pedestrian travel is provided along the south-west side of Fernwood Court. Of the sixteen houses that take access off of Fernwood Court a sidewalk is in front of 15 of them. There is no record of pedestrian incidents along Fernwood Court since the neighborhood was built-out around 2000.

2. Have other alternatives been considered that would meet the standard?

The standard urban residential street section has been considered but due to the following is not being proposed.

- A full 44-foot ROW with 28-foot paving width and new curb, gutter and sidewalk will significantly affect the properties on the north-east side of Fernwood Court. If the roadway was widened mature landscaping would need to be removed, utilities would need to be relocated, and the setback of the houses would be significantly reduced.

- Continuing with the no-parking conditions along Fernwood Court allows the 24-foot pavement width to be adequate two-way travel and the need for the full 28-feet is unwarranted.
3. Has the proposed design been used in other areas?
    - Alternative residential street sections have been used throughout urban development in the City of Grand Junction. Where in-fill development is proposed certain existing conditions constrain the standard section. When safe and functional vehicle and pedestrian travel are maintained through the TEDS Request these alternative street sections are considered an acceptable solution to urban planning and development.
  4. Will the exception require CDOT or FHWA coordination?
    - No.
  5. Is this a one-time exception or a request to change the TEDS manual?
    - This is a one-time exception request.

Attachments:

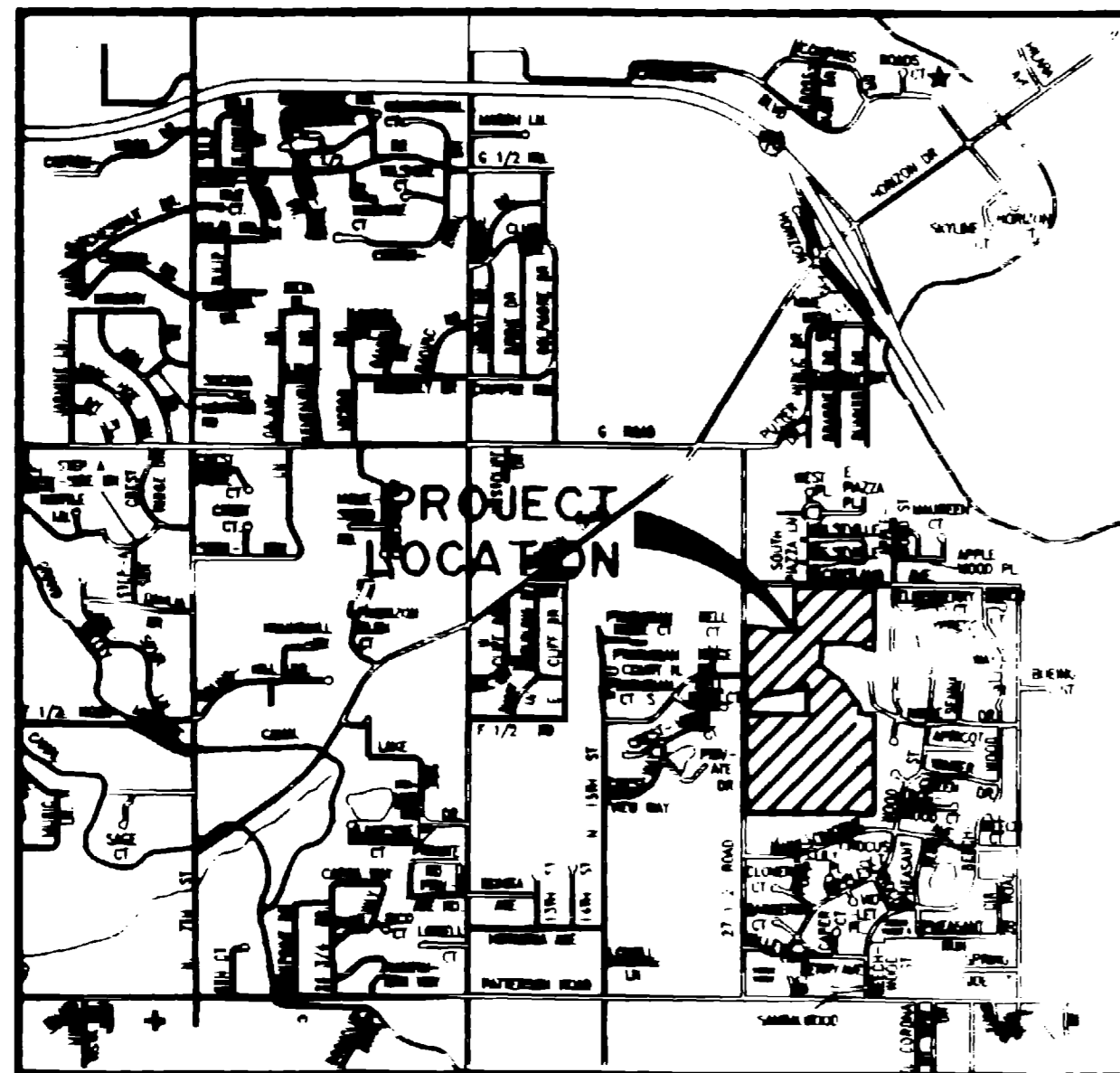
- The Knolls Subdivision Filing Three Construction Drawing of Record
- Final Plat of the Knolls Subdivision, Filing 2
- Final Plat of the Knolls Subdivision, Filing 3

O.P. DEVELOPMENT COMPANY, L.L.C.  
 GRAND JUNCTION, COLORADO

PLANS FOR  
 CONSTRUCTION  
 OF

THE KNOLLS SUBDIVISION  
 FILING THREE

APRIL, 1998



VICINITY MAP

CONSTRUCTION  
 DRAWING OF RECORD

NO.	TITLE
1	COVER SHEET
<del>2-3</del>	<del>FINAL PLAN</del>
<del>4</del>	<del>SITE PLAN</del>
<del>5</del>	<del>LANDSCAPE PLAN</del>
<del>6</del>	<del>GRADING AND STORMWATER MANAGEMENT PLAN</del>
7	UTILITY COM- SITE
8-10	WATER PLAN AND POWER PLAN AND PROFILE
11-13	ROADWAY PLAN AND PROFILE
<del>14-17</del>	<del>STANDARD DETAILS</del>

APPROVED FOR CONSTRUCTION \_\_\_\_\_ ACCEPTED FOR CONSTRUCTION \_\_\_\_\_

CITY OF GRAND JUNCTION \_\_\_\_\_

DATE \_\_\_\_\_

**BANNER**

BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS  
 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

JOB NO. 8343-12



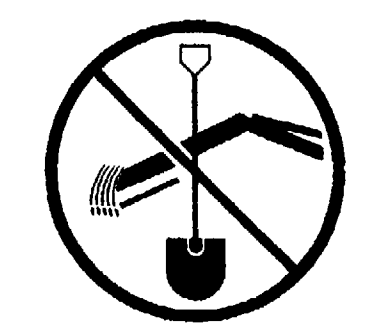
CITY UTILITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
**ACCEPTED AS CONSTRUCTED**  
 CITY UTILITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

UTE WATER CONSERVANCY DISTRICT  
 APPROVED FOR CONSTRUCTION  
 BY \_\_\_\_\_ DATE \_\_\_\_\_  
 ACCEPTED AS CONSTRUCTED  
 BY \_\_\_\_\_ DATE \_\_\_\_\_

**CONSTRUCTION  
DRAWING OF RECORD**

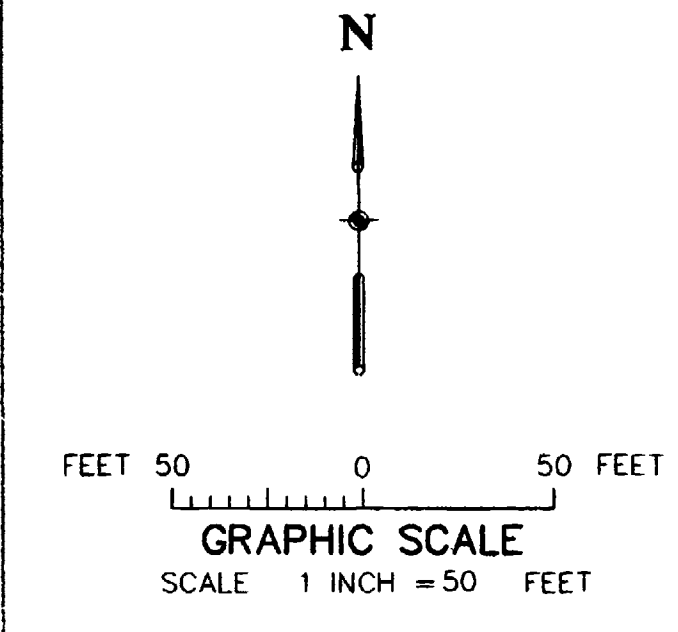
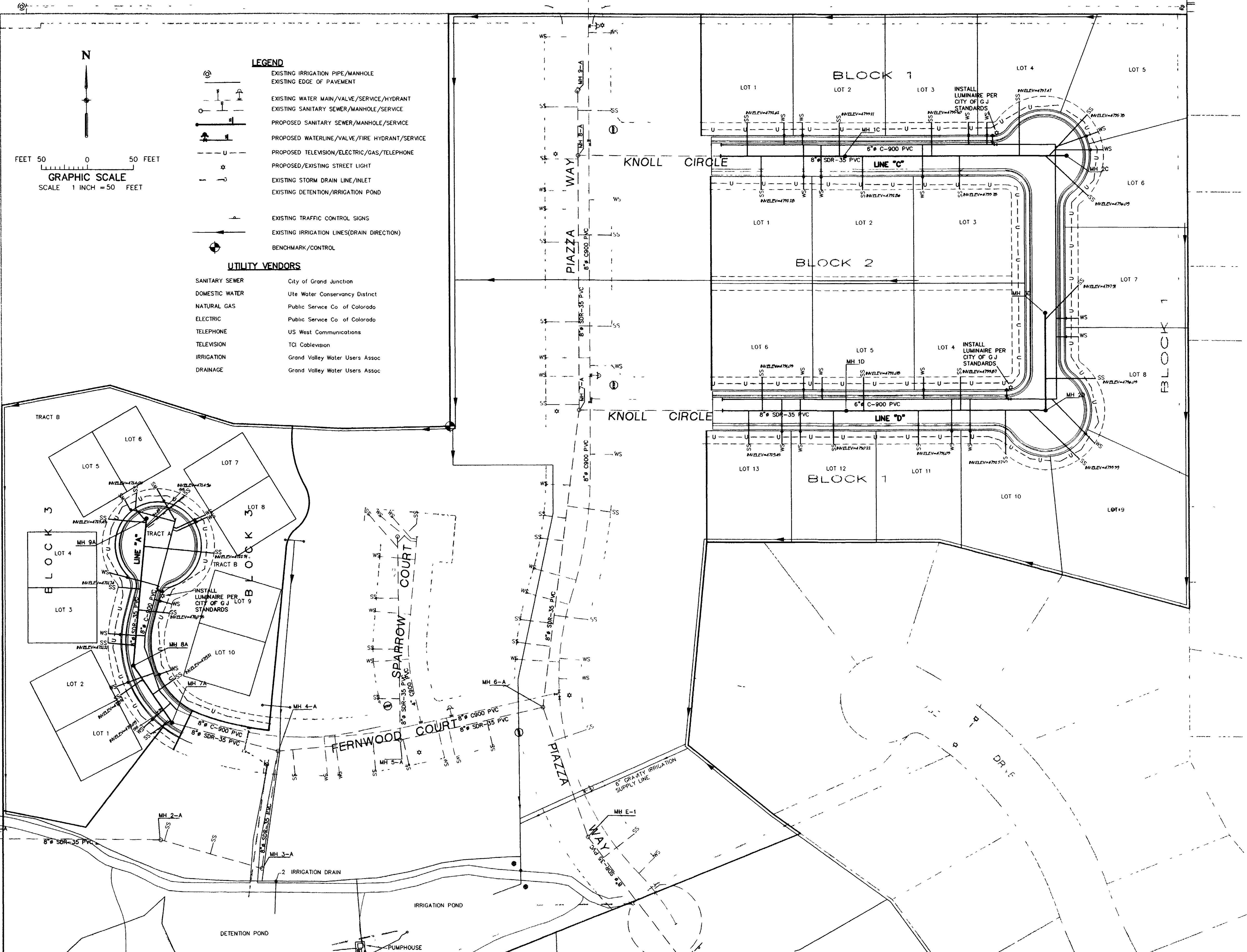
**ENGINEERS STATEMENT**  
 Banner Associates Inc provides this construction Drawing of Record based on surveying information collected after installation of improvements. Banner Associates Inc only provided periodic inspection of the improvements as shown on this plan and that to the best of our knowledge it conforms to the City of Grand Junction Standards and Specifications

Banner Associates Inc \_\_\_\_\_ Date \_\_\_\_\_



CALL  
1-800-922-1987  
UTILITY NOTIFICATION  
CENTER OF COLORADO

**BENCHMARK/CONTROL**  
 C.N. 1/16 COR SEC 1 (Cortland 27 1/2 Rd)  
 NORTHING 5001.082  
 EASTING 9879.160  
 ELEVATION 4733.98  
 SE PROPERTY CORNER (Church site)  
 NORTHING 4524.090  
 EASTING 9199.016  
 ELEVATION 4734.18



- LEGEND**
- ⊙ EXISTING IRRIGATION PIPE/MANHOLE
  - EXISTING EDGE OF PAVEMENT
  - EXISTING WATER MAIN/VALVE/SERVICE/HYDRANT
  - EXISTING SANITARY SEWER/MANHOLE/SERVICE
  - PROPOSED SANITARY SEWER/MANHOLE/SERVICE
  - PROPOSED WATERLINE/VALVE/FIRE HYDRANT/SERVICE
  - PROPOSED TELEVISION/ELECTRIC/GAS/TELEPHONE
  - PROPOSED/EXISTING STREET LIGHT
  - EXISTING STORM DRAIN LINE/INLET
  - EXISTING DETENTION/IRRIGATION POND
  - EXISTING TRAFFIC CONTROL SIGNS
  - EXISTING IRRIGATION LINES(DRAIN DIRECTION)
  - ⊕ BENCHMARK/CONTROL

- UTILITY VENDORS**
- |                |                                |
|----------------|--------------------------------|
| SANITARY SEWER | City of Grand Junction         |
| DOMESTIC WATER | Ute Water Conservancy District |
| NATURAL GAS    | Public Service Co of Colorado  |
| ELECTRIC       | Public Service Co of Colorado  |
| TELEPHONE      | US West Communications         |
| TELEVISION     | TCI Coblevision                |
| IRRIGATION     | Grand Valley Water Users Assoc |
| DRAINAGE       | Grand Valley Water Users Assoc |

DESIGNED BY BKR  
 CHECKED BY DEC  
 REVIEWED BY DEC  
 DATE \_\_\_\_\_ FOR BANNER ASSOCIATES INC

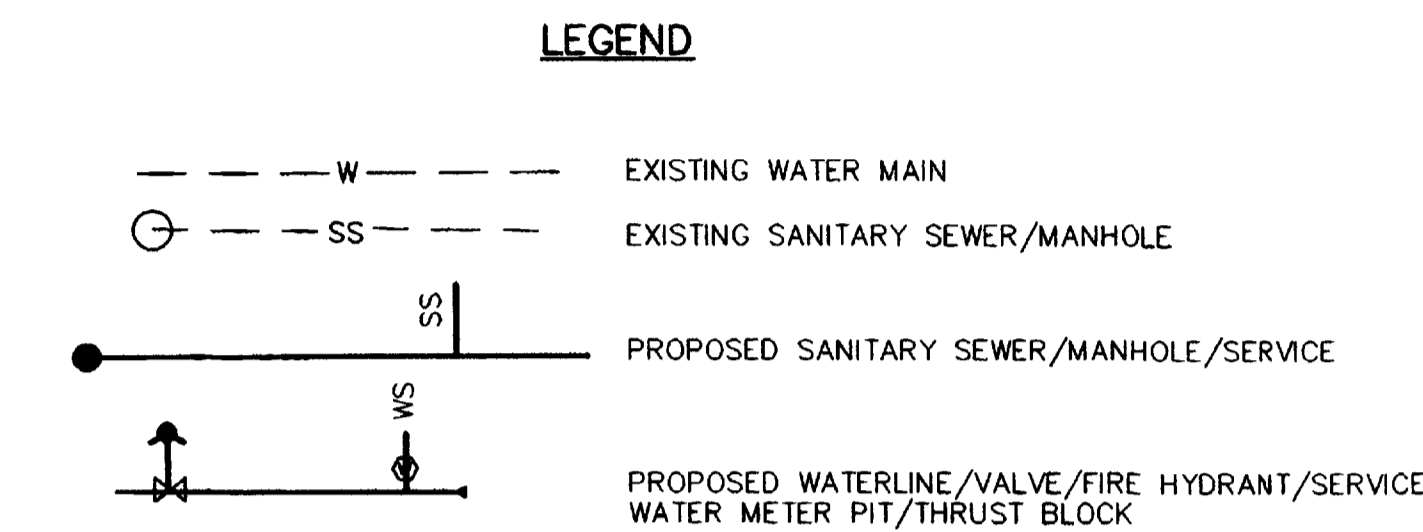
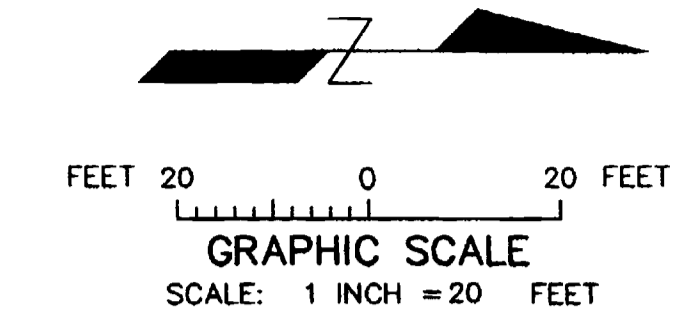
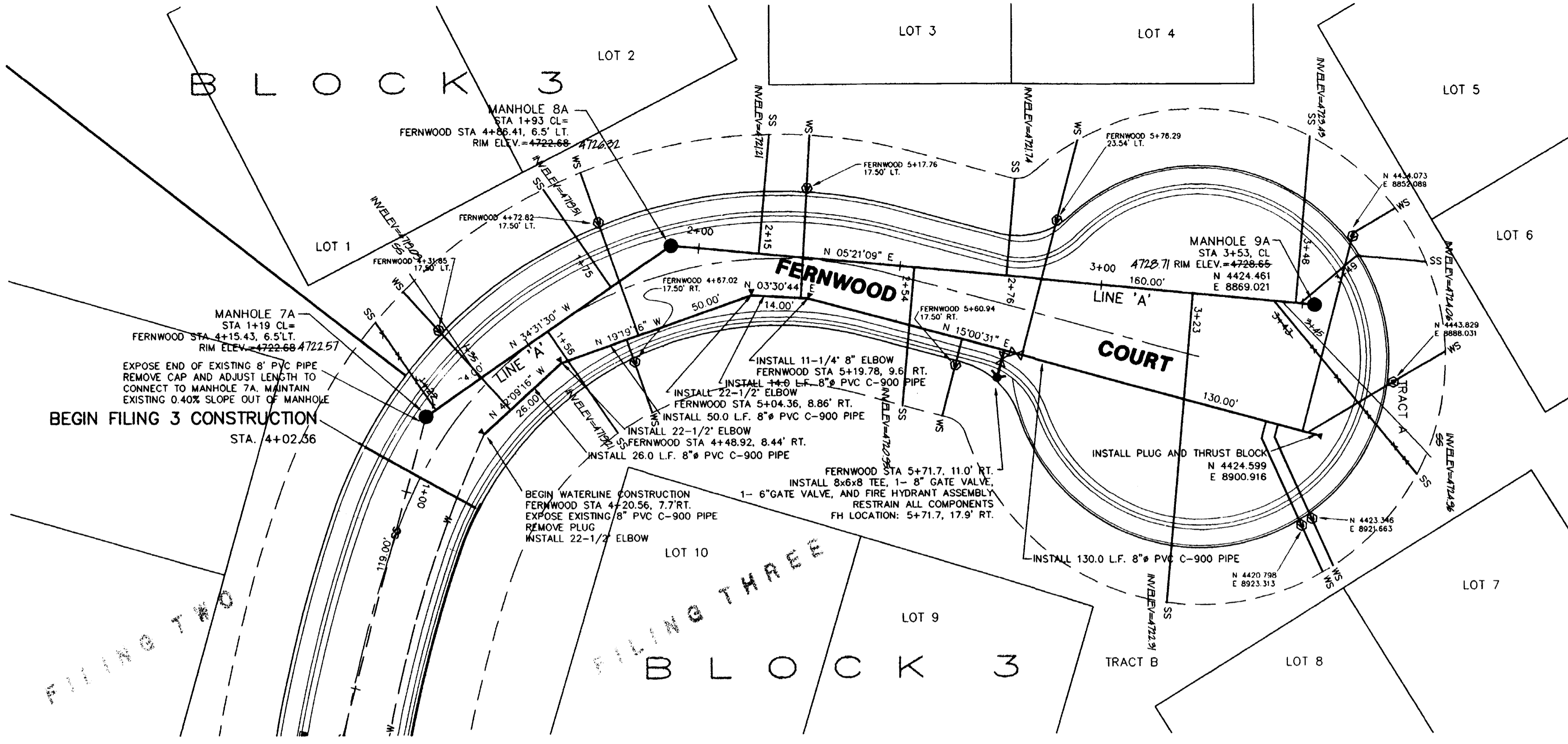
**AMERICAN CONSULTING ENGINEERS COUNCIL OF COLORADO**

**BANNER ASSOCIATES, INC** • CONSULTING ENGINEERS & SURVEYORS  
 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242  
 605 E MAIN • SUITE 6 • ASPEN, CO 81611 • (970) 925-5857

REVISION	DATE	DESCRIPTION	BY	CHD
1	5/28/99	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

OP DEVELOPMENT CO LLC  
 GRAND JUNCTION, COLORADO  
 SCALE 1" = 50'  
 JOB NO 8343-12  
 DATE 4/1/98  
 SHEET NO 7 OF 17  
 08032602.tif

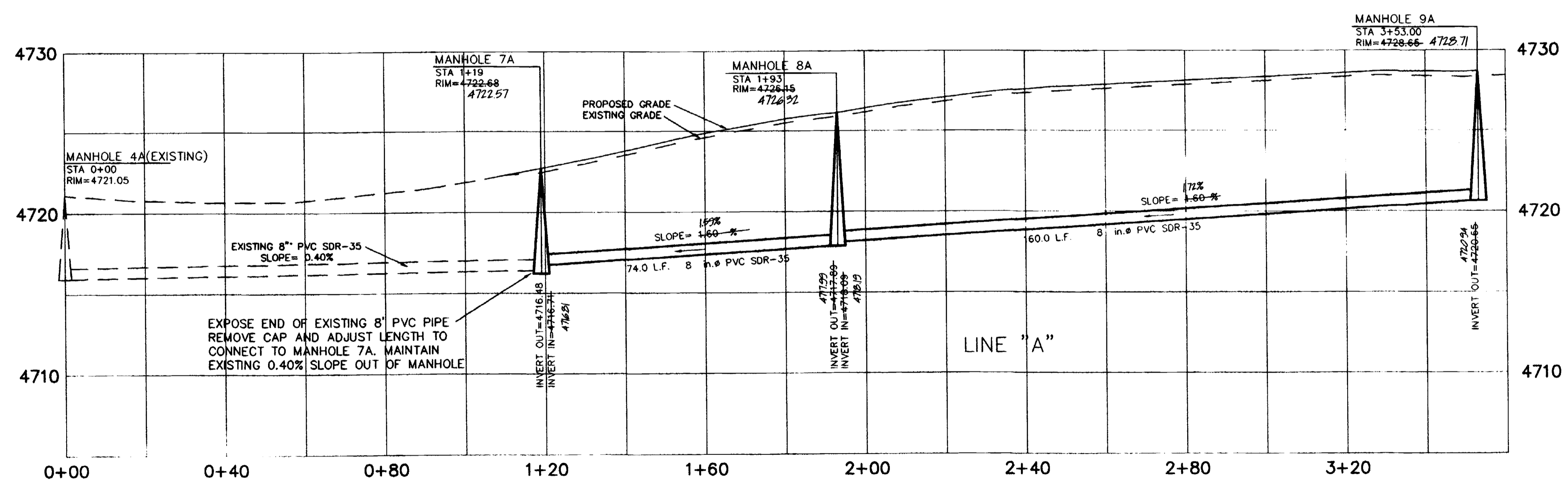
UTILITY COMPOSITE



- SEWER NOTES:**
- Contractor shall have one signed copy of plans and a copy of the City of Grand Junction Standard Specifications at the job site at all times.
  - The Contractor shall obtain City of Grand Junction Street Cut Permit for all work within existing City right-of-way prior to construction.
  - The Contractor shall notify the City inspection 48 hours prior to commencement of construction.
  - The Contractor is responsible for all required sewer line testing to be completed in the presence of the City inspector. Pressure testing will be performed after all compaction of street subgrade and prior to street paving. Final lamping will also be accomplished after paving is completed. These tests shall be the basis of acceptance of the sewer line extension.
  - All sewer mains shall be PVC SDR 35 (ASTM 3034) unless otherwise noted.
  - All sewer mains shall be laid to grade utilizing a pipe laser.
  - All service line connections to the new main shall be accomplished with full body wyes or tees. Tapping saddles will not be allowed.
  - No 4" services shall be connected directly into manholes.
  - A clay cut-off wall shall be placed 10 feet upstream from all new manholes unless otherwise noted. The cut-off wall shall extend from 6 inches below to 6 inches above granular backfill material and shall be 2 feet wide. If native material is not suitable, the contractor shall import material approved by the engineer.
  - Sewer main stub outs shall be capped and plugged. Stub out shall be identified with a steel fence post buried 1' below finished grade. As-built surveying of stub out required PRIOR to backfill.
  - Sewer service stub outs shall be capped and plugged. Stub out marker shall be 2x4 painted green. As-built surveying for vertical grade of stub out required PRIOR to backfill.
  - Red line as-builts shall be submitted to the City Utility Engineer PRIOR to paving for review.
  - Project Benchmark C-N 1/16 Cor., Elev.=4733.98

**CONSTRUCTION DRAWING OF RECORD**

**ENGINEERS STATEMENT**  
 Banner Associates, Inc., provides this construction Drawing of Record based on surveying information collected after installation of improvements. Banner Associates Inc., only provided periodic inspection of the improvements as shown on this plan, and that to the best of our knowledge it conforms to the City of Grand Junction Standards and Specifications.  
 Banner Associates, Inc. Date



- WATERLINES**
- All waterline construction shall be in accordance with the Ute Water District's Standards and Specifications.
  - The Contractor shall notify the Ute Water Conservancy District 24 hours prior to beginning construction.
  - All trenches shall be compacted to 95% as determined by AASHTO T-99. Contractor shall be required to perform all necessary compaction tests through a certified soils lab.
  - Minimum cover required over top of new waterlines is 4'-6".
  - All water main pipe shall be PVC, DR18, CLASS 150, and conform to AWWA C-900.
  - All domestic water service lines shall be Type K, 3/4" copper tube, soft temper.
  - Fire hydrants shall be of the type approved by the City of Grand Junction Fire Department and installed at the locations as shown on the drawings.
  - Water service meter pits, center of pit, shall be located 2 feet back of the back of walk.

**BENCHMARK/CONTROL**  
 C-N 1/16 COR. SEC 1 (Corland?27-1/2 Rd)  
 NORTHING 5001.082  
 EASTING 8679.160  
 ELEVATION 4733.98  
 SE PROPERTY CORNER(Church site)  
 NORTHING 4524.090  
 EASTING 9999.016  
 ELEVATION 4734.18

UTE WATER CONSERVANCY DISTRICT	
APPROVED FOR CONSTRUCTION	DATE: _____
BY: _____	DATE: _____
ACCEPTED AS CONSTRUCTED	DATE: _____
BY: _____	DATE: _____

APPROVED FOR CONSTRUCTION	
CITY OF GRAND JUNCTION	DATE: _____
ACCEPTED AS CONSTRUCTED	DATE: _____
CITY OF GRAND JUNCTION	DATE: _____

DRAWN BY: BKR	REVIEWED _____ DATE: _____ FOR _____
CHECKED BY: DEC	REVIEWED _____ DATE: _____ FOR BANNER ASSOCIATES, INC.

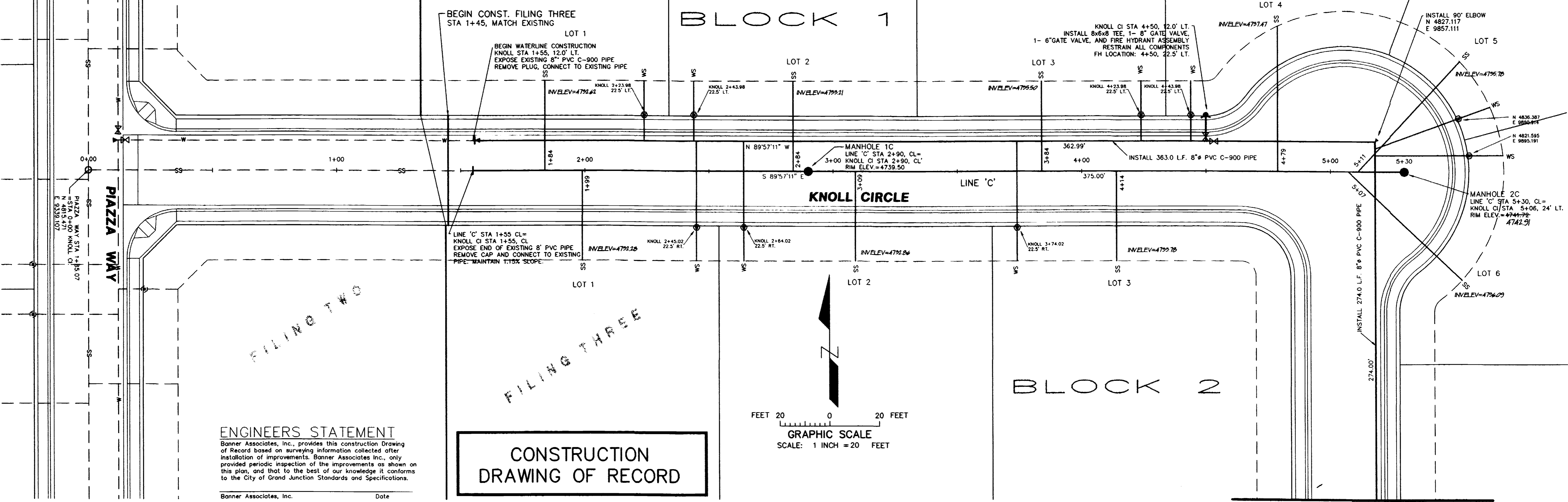
**BANNER ASSOCIATES, INC.** • CONSULTING ENGINEERS & SURVEYORS  
 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CHD
1	2/28/98	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO  
**SEWER PLAN AND PROFILE, WATER PLAN**  
**FERNWOOD COURT**

Project No: 8343-12	SHEET NO: 8 OF 17
Date: 4/1/98	

# BLOCK 1

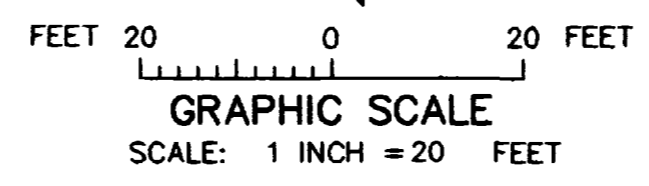


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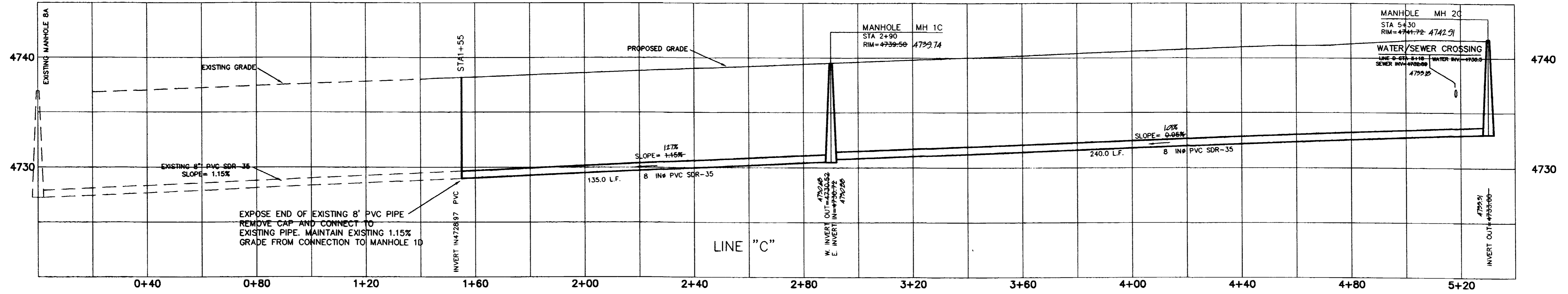
Banner Associates, Inc. Date

**CONSTRUCTION DRAWING OF RECORD**



# BLOCK 2

MATCH LINE - SEE SHEET 10



### LEGEND

- W --- EXISTING WATER MAIN
- ⊙ --- SS --- EXISTING SANITARY SEWER/MANHOLE
- --- SS --- PROPOSED SANITARY SEWER/MANHOLE/SERVICE
- ⊕ --- WS --- PROPOSED WATERLINE/VALVE/FIRE HYDRANT/SERVICE WATER METER PIT/THRUST BLOCK

**BENCHMARK/CONTROL**  
 C-N 1/16 COR. SEC 1 (Corland?27-1/2 Rd)  
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 ELEVATION 4734.18

UTE WATER CONSERVANCY DISTRICT	
APPROVED FOR CONSTRUCTION	DATE: _____
BY: _____	
ACCEPTED AS CONSTRUCTED	DATE: _____
BY: _____	

APPROVED FOR CONSTRUCTION	DATE: _____
CITY OF GRAND JUNCTION	
ACCEPTED AS CONSTRUCTED	DATE: _____
CITY OF GRAND JUNCTION	

<b>DRAWN BY:</b> BKR	<b>REVIEWED</b> _____ DATE: _____ FOR _____
<b>CHECKED BY:</b> DEC	<b>REVIEWED</b> _____ DATE: _____ FOR BANNER ASSOCIATES, INC.

**BANNER**  
 AMERICAN CONSULTING ENGINEERS COUNCIL of COLORADO  
 BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS  
 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CH'D
1	5/28/99	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO

**SEWER PLAN AND PROFILE, WATER PLAN  
KNOLL CIRCLE**

SCALE: Horiz: 1" = 20' Vert: 1" = 5'	Project No: 8343-12
DATE: 4/1/98	SHEET NO: 9 OF 17



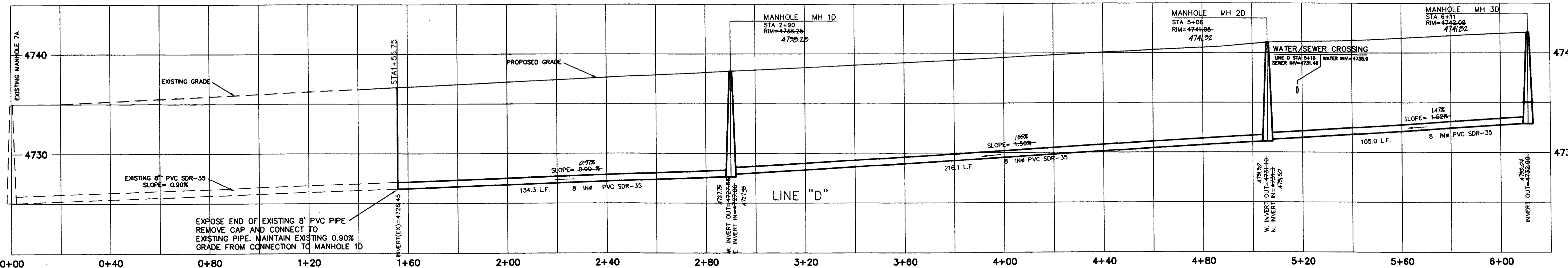
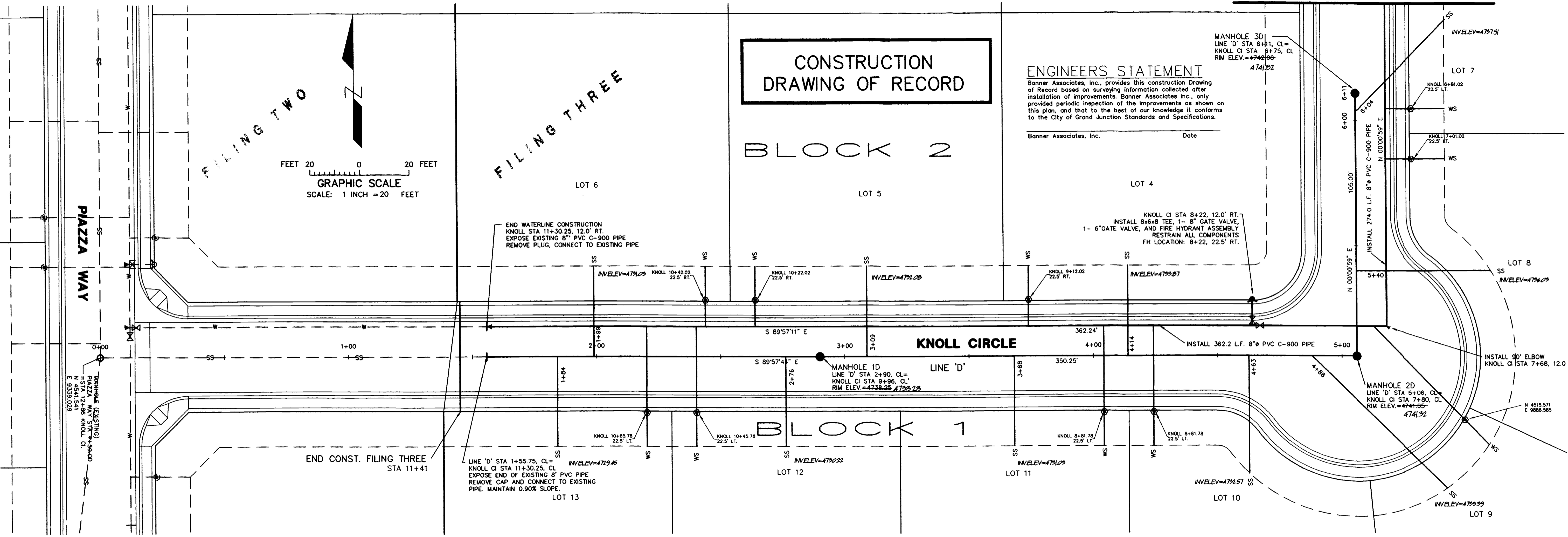
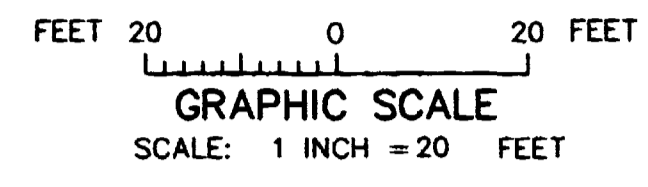
# CONSTRUCTION DRAWING OF RECORD

## BLOCK 2

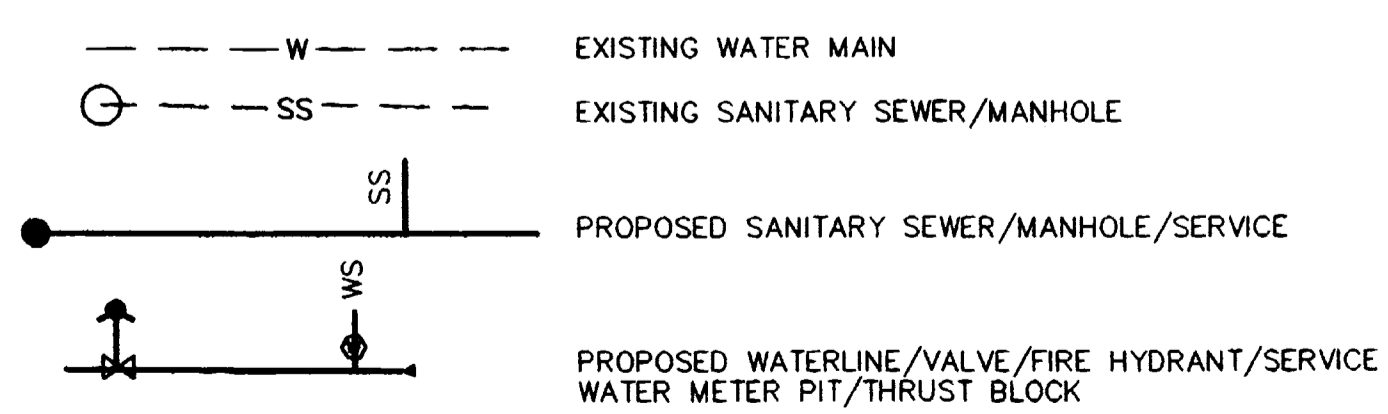
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Banner Associates, Inc. \_\_\_\_\_ Date \_\_\_\_\_



#### LEGEND



**BENCHMARK/CONTROL**  
 C-N 1/16 COR. SEC 1 (Cortland? 27-1/2 Rd)  
 NORTHING 5001.082  
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 SE PROPERTY CORNER (Church site)  
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UTE WATER CONSERVANCY DISTRICT	
APPROVED FOR CONSTRUCTION	DATE: _____
ACCEPTED AS CONSTRUCTED	DATE: _____

APPROVED FOR CONSTRUCTION	DATE: _____
ACCEPTED AS CONSTRUCTED	DATE: _____

DRAWN BY: BKR	REVIEWED _____ DATE: _____ FOR _____
CHECKED BY: DEC	REVIEWED _____ DATE: _____ FOR BANNER ASSOCIATES, INC.

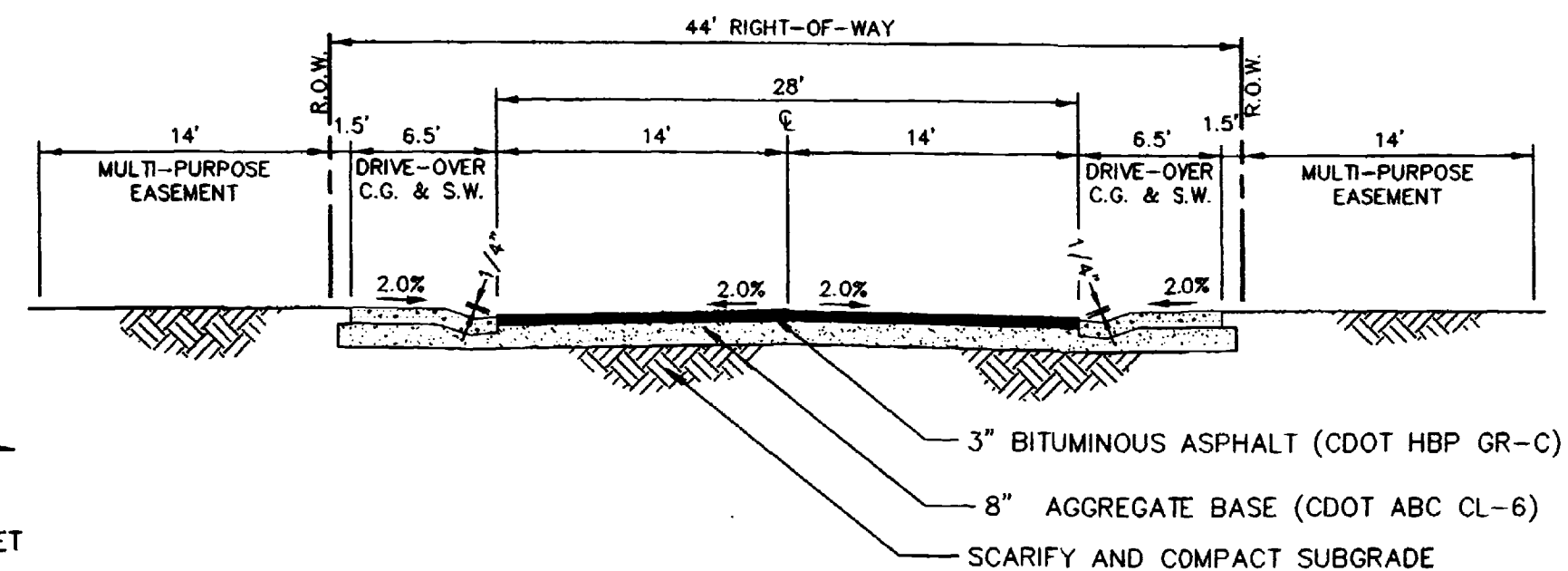
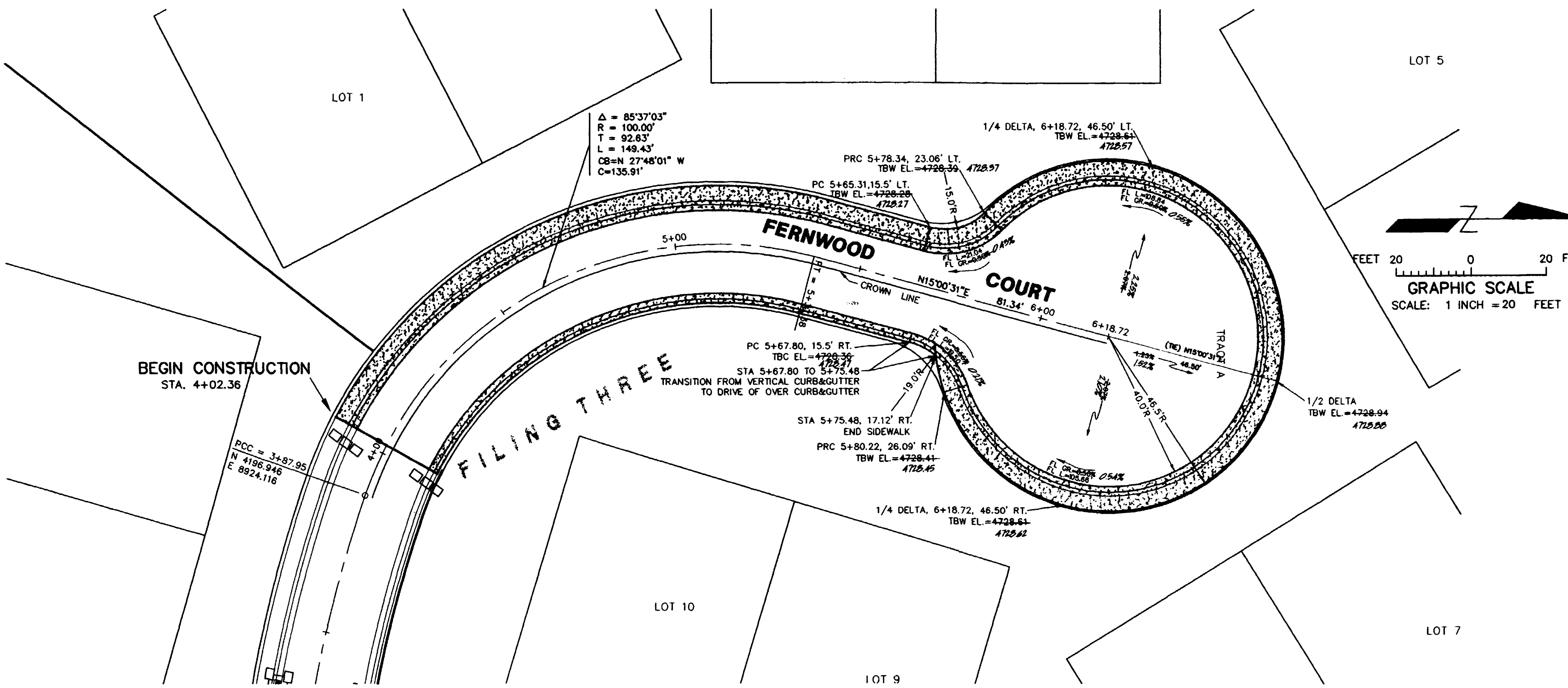
**BANNER ASSOCIATES, INC.** • CONSULTING ENGINEERS & SURVEYORS  
 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CH'D
1	5/28/99	CONSTRUCTION DRAWING OF RECORD	BKR	PEC

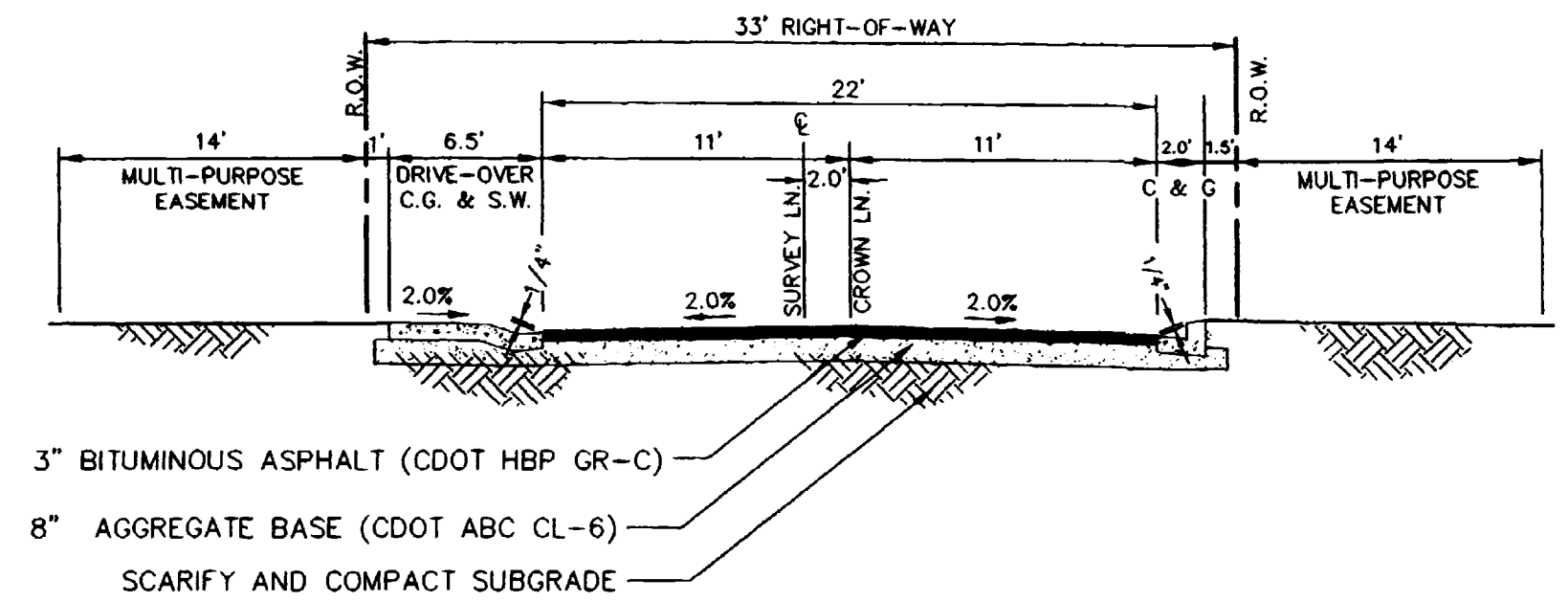
O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO  
**SEWER PLAN AND PROFILE, WATER PLAN**  
**KNOLL CIRCLE**

CITY OF GRAND JUNCTION	DATE
ACCEPTED AS CONSTRUCTED	DATE
CITY OF GRAND JUNCTION	DATE
SCALE: Horiz: 1" = 20' Vert: 1" = 5'	Project No: 8343-12
DATE: 4/1/98	SHEET NO: 10 OF 17

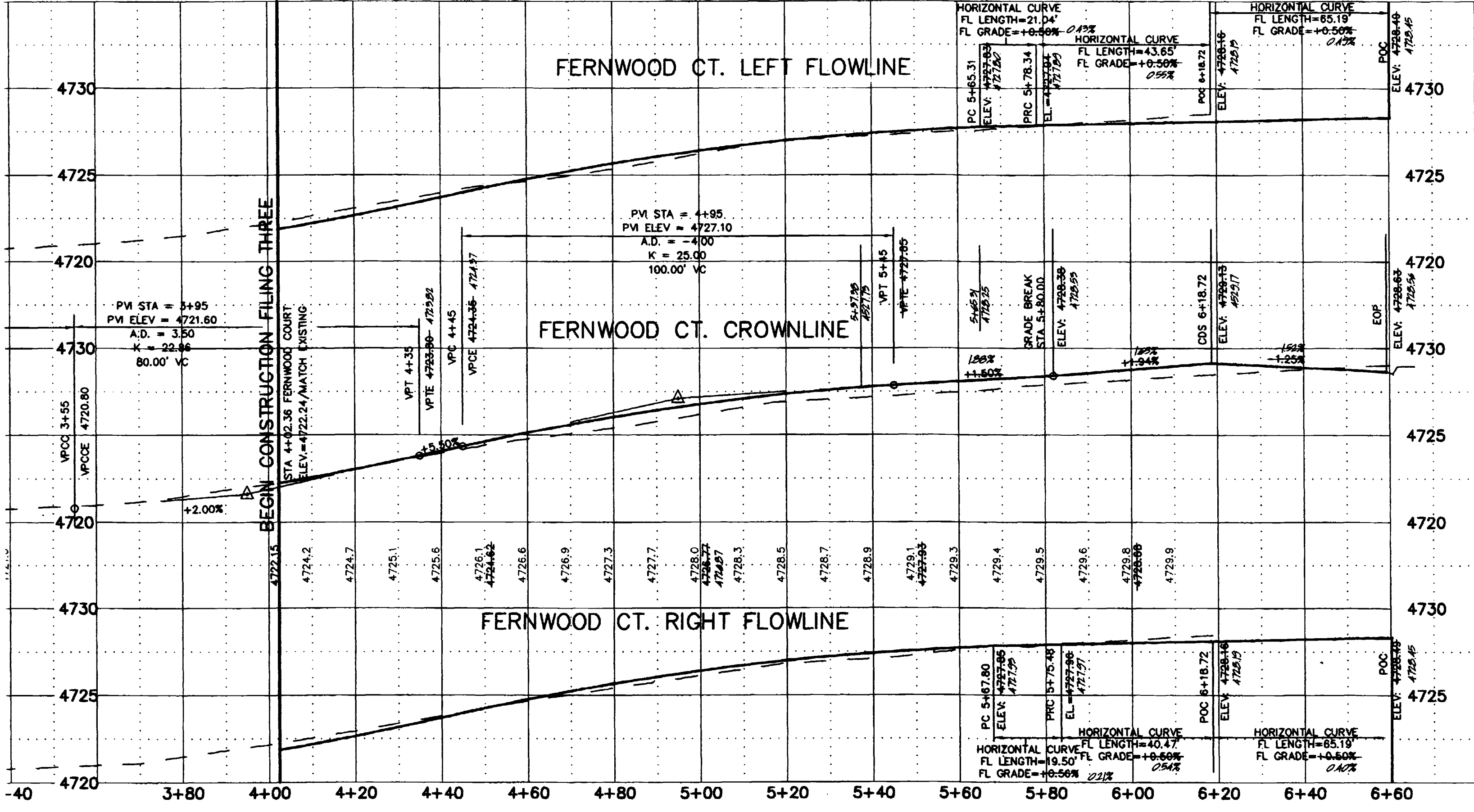




TYPICAL ROADWAY SECTION  
KNOLL CIRCLE  
NOT TO SCALE



TYPICAL PRIVATE STREET SECTION  
FERNWOOD COURT  
NOT TO SCALE



- GENERAL NOTES:**
- All street construction shall conform to the City of Grand Junction Standards and Specifications.
  - All materials and workmanship shall be subject to inspection by the City of Grand Junction. The City reserves the right to accept or reject any such materials and workmanship that does not conform to the City of Grand Junction Standards and Specifications.
  - The Contractor shall notify the City of Grand Junction 24 hours prior to the beginning of construction.
  - The Contractor shall have one signed copy of the Plans and one copy of appropriate City of Grand Junction Standards and Specifications at the job site at all times.
  - Subgrade and Class 6 aggregate base course shall be compacted to 95% (T-99). Contractor shall be required to perform all necessary compaction tests and related soils tests through a certified soils laboratory.

**CONSTRUCTION  
DRAWING OF RECORD**

**ENGINEERS STATEMENT**  
Banner Associates, Inc., provides this construction Drawing of Record based on surveying information collected after installation of improvements. Banner Associates, Inc., only provided periodic inspection of the improvements as shown on this plan, and that to the best of our knowledge it conforms to the City of Grand Junction Standards and Specifications.

**BENCHMARK/CONTROL**  
C-N 1/16 COR. SEC 1 [Corland?27-1/2 Rd]  
NORTHING 5001.082  
EASTING 8679.160  
ELEVATION 4733.98  
  
SE PROPERTY CORNER (Church site)  
NORTHING 4524.090  
EASTING 9199.016  
ELEVATION 4734.18

**APPROVED FOR CONSTRUCTION**  
CITY OF GRAND JUNCTION DATE \_\_\_\_\_  
**ACCEPTED AS CONSTRUCTED**

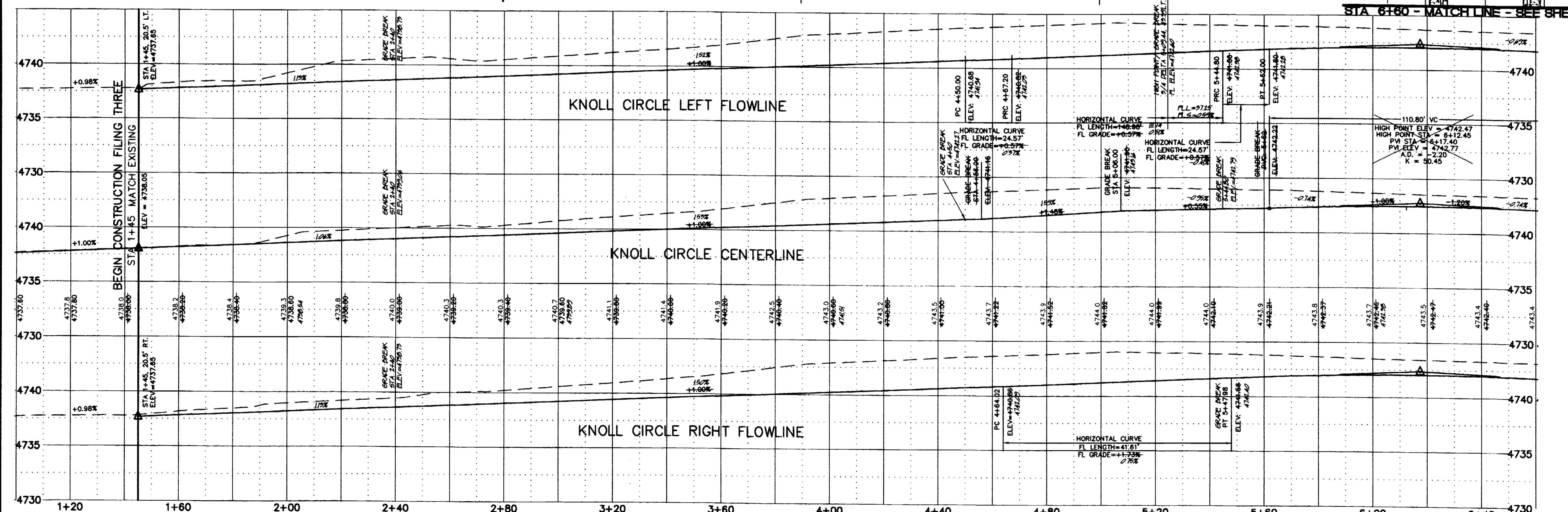
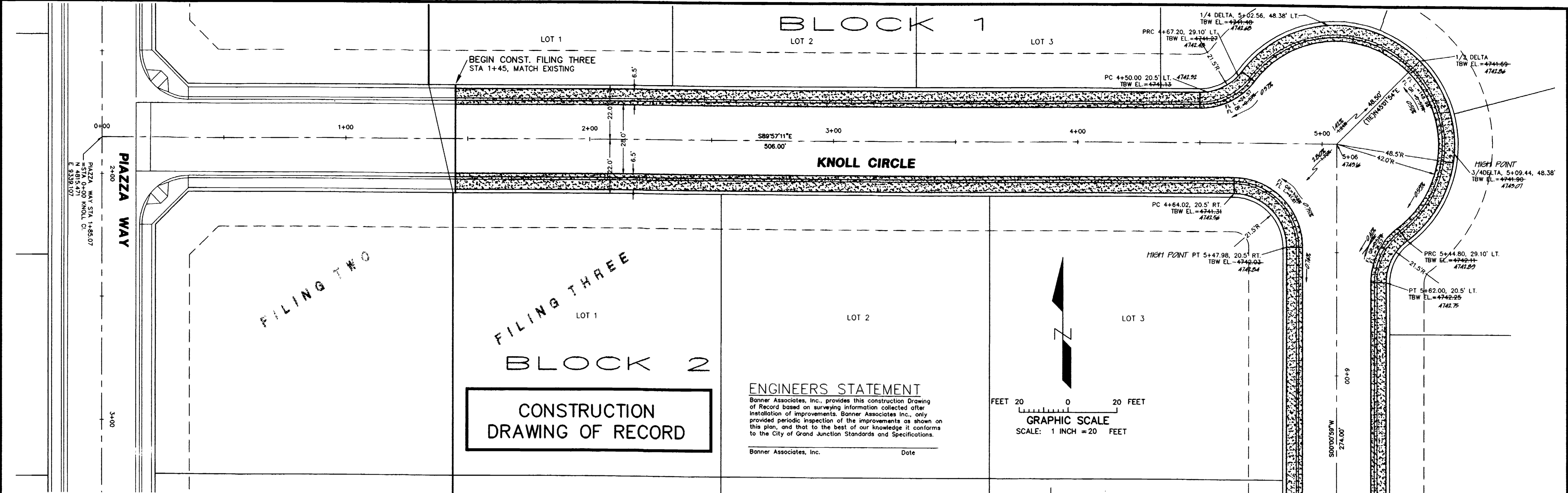
CITY OF GRAND JUNCTION DATE \_\_\_\_\_  
SCALE: Horiz: 1" = 20'  
Vert: 1" = 5'  
DATE: 4/1/98  
Project No: 8343-12  
SHEET NO: 11 OF 17

**DRAWN BY:** BKR  
**REVIEWED:** \_\_\_\_\_  
DATE: \_\_\_\_\_ FOR \_\_\_\_\_  
**CHECKED BY:** DEC  
**REVIEWED:** \_\_\_\_\_  
DATE: \_\_\_\_\_ FOR BANNER ASSOCIATES, INC.

**AMERICAN CONSULTING ENGINEERS COUNCIL of COLORADO**  
**BANNER ASSOCIATES, INC.** • CONSULTING ENGINEERS & SURVEYORS  
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CH'D
1	5/28/99	CONSTRUCTION DRAWING OF RECORD	BKR	DEL

O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO  
**FERNWOOD COURT PLAN AND PROFILE**



**BENCHMARK/CONTROL**  
C-N 1/16 COR. SEC 1 (Cortland?27-1/2 Rd)  
NORTHING 500.082  
EASTING 8679.160  
ELEVATION 4733.98

SE PROPERTY CORNER (Church site)  
NORTHING 4524.090  
EASTING 9199.016  
ELEVATION 4734.18

**APPROVED FOR CONSTRUCTION**

CITY OF GRAND JUNCTION DATE \_\_\_\_\_

**ACCEPTED AS CONSTRUCTED**

CITY OF GRAND JUNCTION DATE \_\_\_\_\_

SCALE: Horiz: 1" = 20'  
Vert: 1" = 5'

Project No: 8343-12

DATE: 4/1/98 SHEET NO: 12 OF 17

**DRAWN BY:** BKR

**REVIEWED:** \_\_\_\_\_

**CHECKED BY:** DEC

**REVIEWED:** \_\_\_\_\_

**AMERICAN CONSULTING ENGINEERS COUNCIL OF COLORADO**

**BANNER**

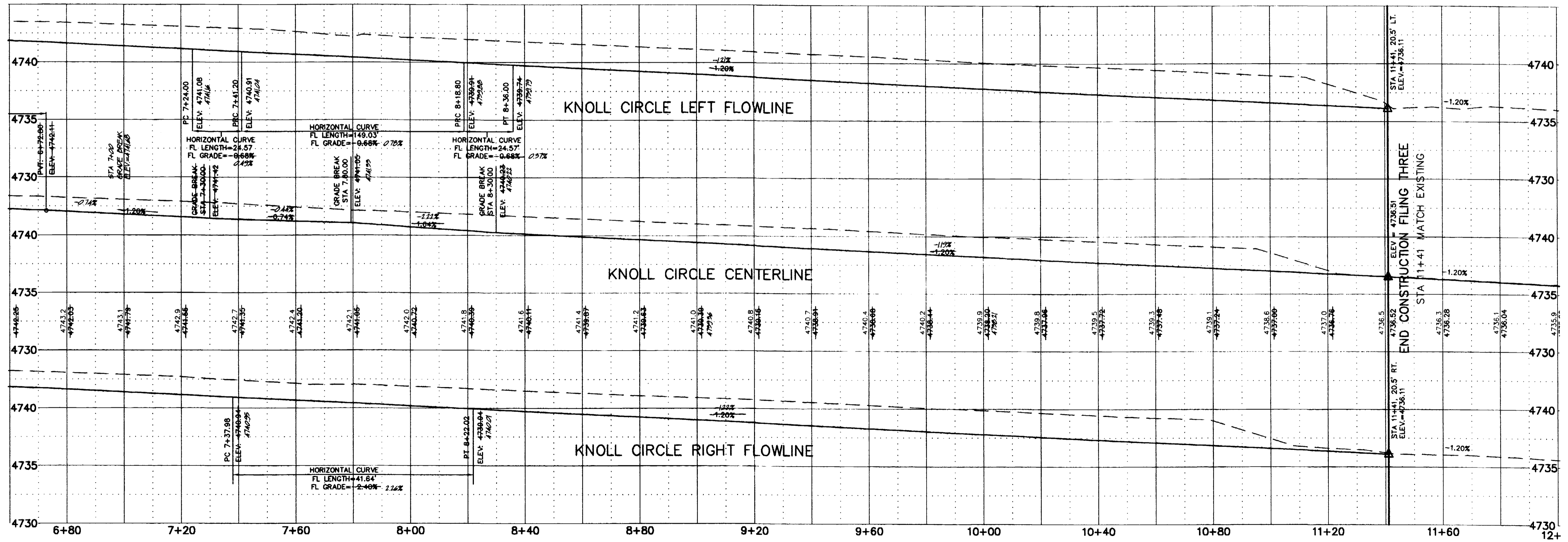
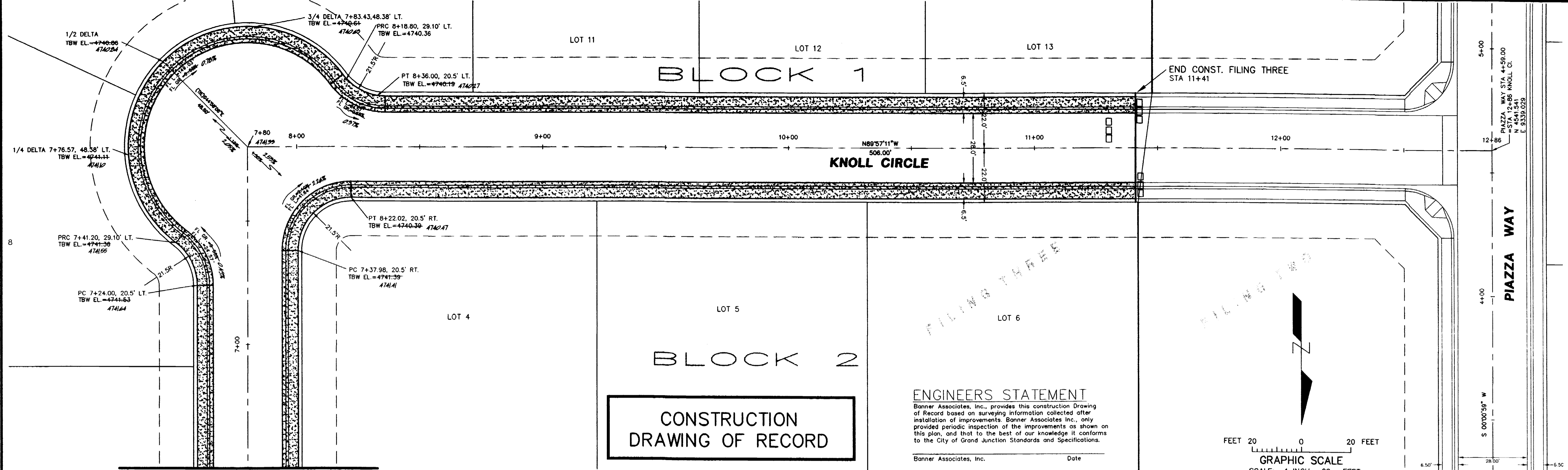
BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS  
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CH'D
1	5/28/98	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO

**KNOLL CIRCLE PLAN AND PROFILE**





**BENCHMARK/CONTROL**

C-N 1/16 COR. SEC 1 [Corland?27-1/2 Rd]  
 NORTHING 500.082  
 EASTING 8679.160  
 ELEVATION 4733.98

SE PROPERTY CORNER(Church site)  
 NORTHING 4524.090  
 EASTING 9199.016  
 ELEVATION 4734.18

**APPROVED FOR CONSTRUCTION**

CITY OF GRAND JUNCTION DATE \_\_\_\_\_

**ACCEPTED AS CONSTRUCTED**

CITY OF GRAND JUNCTION DATE \_\_\_\_\_

DRAWN BY: BKR

REVIEWED: \_\_\_\_\_ FOR \_\_\_\_\_

CHECKED BY: DEC

REVIEWED: \_\_\_\_\_ FOR BANNER ASSOCIATES, INC.

**BANNER**

AMERICAN CONSULTING ENGINEERS COUNCIL of COLORADO

BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & SURVEYORS  
 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (970) 243-2242

REVISION	DATE	DESCRIPTION	BY	CHKD
1	5/25/99	CONSTRUCTION DRAWING OF RECORD	BKR	DEC

O.P. DEVELOPMENT COMPANY, L.L.C. GRAND JUNCTION, COLORADO

**KNOLL CIRCLE PLAN AND PROFILE**

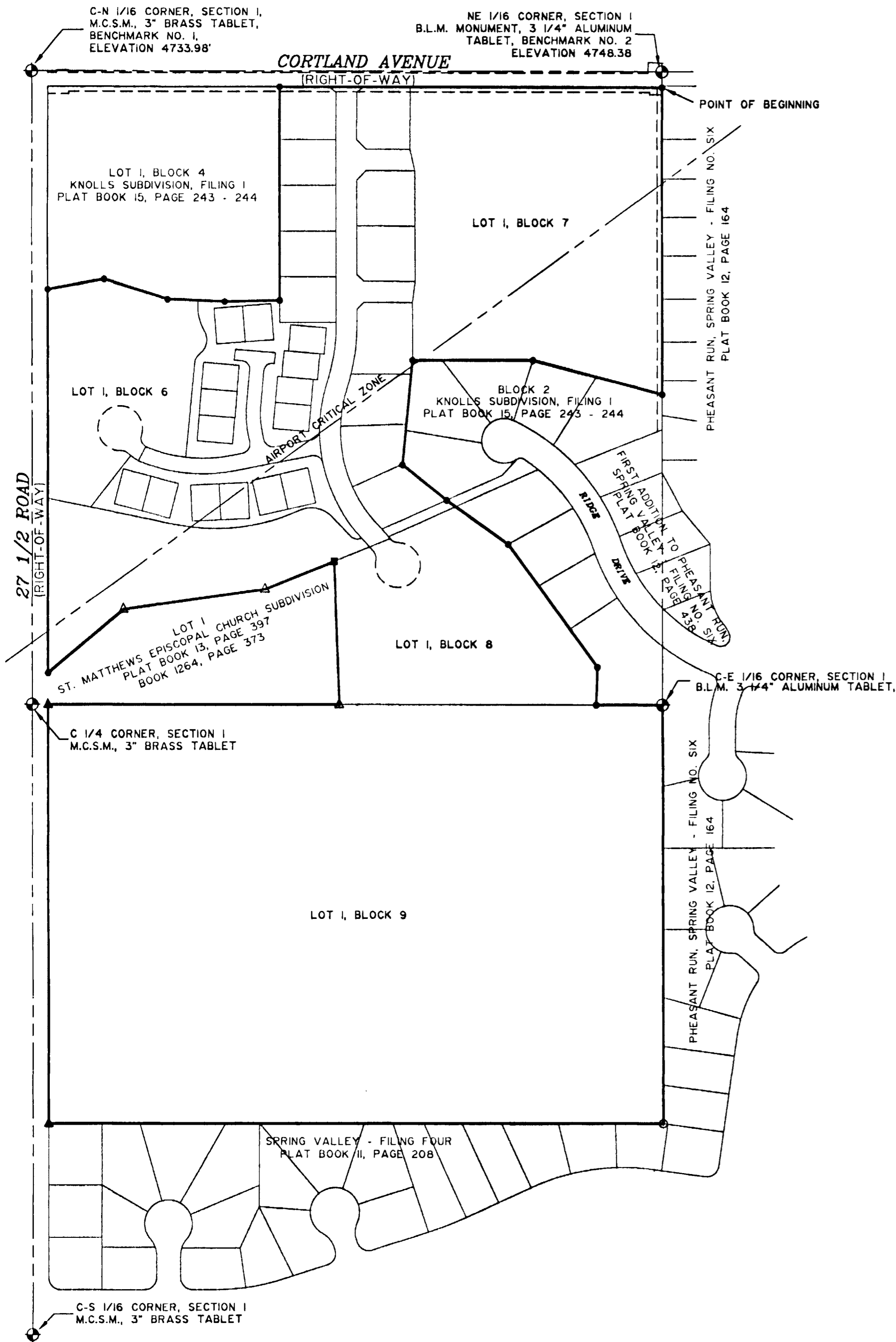
SCALE: Horiz: 1" = 20'  
 Vert: 1" = 5'

DATE: 4/1/98

Project No: 8343-12

SHEET NO: 13 OF 17

**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2**  
**A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1**  
**AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,**  
**T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO**



**NOTES:**

1. 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 a defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. BASIS OF BEARINGS: The line between the C-N 1/16 corner and NE 1/16 corner, both of Section 1, Township 1 South, Range 1 West, Ute Meridian having a bearing of S 89° 57' 11" E, as recorded on The Knolls Subdivision, Filing 1 Plat Book 15, at Pages 243 and 244, in the records of the Mesa County Clerk and Recorder.
3. BASIS OF BENCHMARKS: City of Grand Junction Benchmark, elevation 4727.92 feet, Mesa County Survey Marker at the Intersection of 27 1/2 Road and G Road.
4. Existing property corners which were recovered during this survey which were within 0.25 feet of the position of record were accepted as being in the proper location as shown by record.
5. The boundary of the Airport Critical Zone for Walker Field is shown hereon in accordance with Figure II of the Land Use Plan, dated July, 1984 prepared by Itebil Associates, Inc., for Walker Field, Grand Junction, Colorado.
6. Portions of this development lies within the Airport Critical Zone as well as within the southwest boundaries of the Airport Area of Influence. Portions are situated directly underlying the common air traffic pattern for arrival and departure of aircraft from secondary Runway 4/22 as outlined in the Airport's Master Plan.
7. The following setbacks shall apply:
  - a) Single Family Units:
    - Principal Building - 20' front, 20' rear, 10' side
    - Accessory Building - Limited to rear 1/2 of Lot 5' rear (or easement width, whichever is greater), 5' side (or easement width, whichever is greater)
  - b) Patio Home Units:
    - Principal and Accessory Buildings - 0' front, 5' interior side, unless units are attached, 0' exterior side
  - c) For Patio Home units located on lots 10, 11 and 13 of Block 5, a minimum distance of 20 feet shall be maintained between face of garage and Sparrow Court.
8. The following lot access locations shall apply:
  - a) Access to Lot 1, Block 1 shall be provided off Knoll Circle.
  - b) Access to Lot 1 and Lot 2, Block 2 shall be provided off Knoll Circle.
  - c) Access to Lot 1, Block 3 shall be provided off of Piazza Way, with a minimum of 10 feet from the south property line and a minimum of 50 feet from Cortland Avenue right-of-way line.
  - d) Access to Lot 1, Block 4 shall be provided off Knoll Circle.

**CITY APPROVAL**

The Final Plat of The Knolls Subdivision, Filing 2, is approved and accepted this 9th day of February, A.D., 1998.  
*Mark Cleban*  
 City Manager  
*Garret L. Juy*  
 President of the City of Grand Junction City Council

**COUNTY CLERK AND RECORDER'S CERTIFICATE**

State of Colorado )  
 County of Mesa ) ss  
 I hereby certify that The Knolls Subdivision, Filing 2, was filed for record in the office of the County Clerk and Recorder of Mesa County at 1:36 P.M. on the 10 day of Feb, A.D. 1998 in Book No. 116 Page No. 87-90 Reception No. 1998031

**Mesa County Clerk and Recorder**

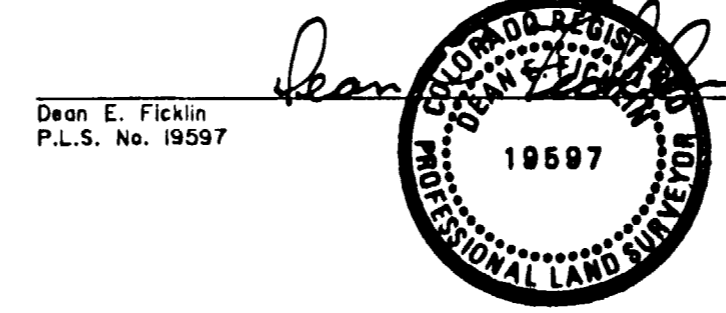
Deputy

\$ Fee

**SURVEYOR'S CERTIFICATE**

I, Dean E. Ficklin, a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby certify that the Final Plat of Knolls Subdivision, Filing 2 located in the SW 1/4 of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 1, T.1 S., R.1 W., Ute Meridian, shown hereon has been prepared under my direct supervision and accurately represents a survey conducted under my direct supervision. This survey complies with applicable requirements of the Zoning and Development Code of the City of Grand Junction and applicable laws and regulations of the State of Colorado to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 29 day of January, A.D., 1998.



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that O.P. Development Company, LLC being the sole owner in fee simple of all of the property platted hereon except Lot 1, Block 4 as described in the instrument recorded in Plat Book 15, Pages 243-244, and Lot 1, Block 5; and that Darla M. Banker being the owner in fee simple of Lot 1, Block 9 platted hereon and as described in the instrument recorded in Book 1936, at Pages 273 and 274, all in the records of the office of the Mesa County Clerk and Recorder which is in a portion of the SW 1/4 of the NE 1/4 and in a portion of the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado does hereby Plat said real property under the name and style of The Knolls Subdivision, Filing 2, in accordance with the Plat shown hereon. Darla M. Banker is not a Developer of The Knolls Subdivision, Filing 2, and signs this Final Plat only as Owner of Lot 1, Block 9.

**DESCRIPTION OF THE KNOLLS SUBDIVISION, FILING 2**

Lot 1, Block 1 and Lot 1, Block 3 of Knolls Subdivision, Filing 1 as recorded in Plat Book 15, Page 243 and 244, and a tract of land located in the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado as recorded in Book 1936, Pages 273 and 274 in the records of the Mesa County Clerk and Recorder, being more fully described as follows:

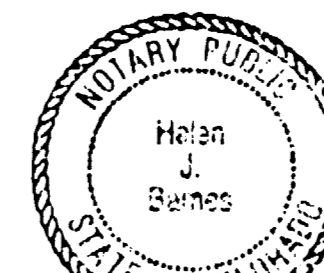
Beginning at the northeasterly corner of The Knolls Subdivision, Filing 2, whence the NE 1/16 corner of, Section 1, T.1 S., R.1 W., U.M., being a Bureau of Land Management Marker bears N 00° 00' 09" E, 33.00 feet;

1. Thence S 00°00'59" W, 639.29 feet;
2. Thence N 75°12'00" W, 279.90 feet;
3. Thence N 89°57'00" W, 262.00 feet;
4. Thence S 05°30'00" W, 219.94 feet;
5. Thence S 50°58'00" E, 118.57 feet;
6. Thence S 54°34'00" E, 157.74 feet;
7. Thence S 35°59'00" E, 317.84 feet;
8. Thence S 02°05'43" W, 78.50 feet;
9. Thence S 89°54'17" E, 139.00 feet;
10. Thence S 00°01'22" E, 875.30 feet;
11. Thence N 89°51'56" W, 1301.44 feet;
12. Thence N 00°10'59" E, 874.41 feet;
13. Thence S 89°54'17" E, 624.03 feet;
14. Thence N 02°03'32" W, 298.77 feet;
15. Thence S 68°06'13" W, 155.90 feet;
16. Thence S 81°59'05" W, 299.52 feet;
17. Thence S 50°15'06" W, 206.71 feet;
18. Thence N 00°00'59" E, 800.94 feet;
19. Thence N 79°41'00" E, 120.00 feet;
20. Thence S 72°44'00" E, 140.00 feet;
21. Thence S 87°26'00" E, 120.00 feet;
22. Thence N 88°46'27" E, 115.39 feet;
23. Thence N 00°00'59" E, 443.57 feet;
24. Thence S 89°57'11" E, 800.84 feet to the Point of Beginning.

The Knolls Subdivision, Filing 2, as described above contains 50.781 acres more or less.

**AREA SUMMARY**

LOTS	5.161 AC. ±	10.2%
ROADS	1.506 AC. ±	3.0%
TRACT A	0.069 AC. ±	0.1%
TRACT B	2.593 AC. ±	5.1%
TRACT C	0.475 AC. ±	0.9%
TRACT D	0.846 AC. ±	1.7%
TRACT E	0.614 AC. ±	1.2%
LOT 1, BLK 6	2.765 AC. ±	5.4%
LOT 1, BLK 7	7.015 AC. ±	13.8%
LOT 1, BLK 8	3.866 AC. ±	7.6%
LOT 1, BLK 9	26.871 AC. ±	51.0%
<b>TOTAL</b>	<b>50.781 AC. ±</b>	<b>100%</b>



The said owner does hereby dedicate and set apart real property as shown and labeled on the plat shown hereon as follows:

1. All public streets and right-of-way to the City of Grand Junction for the use of the public forever.
2. All multi-purpose easements to the City of Grand Junction for the use of the City and Public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.
3. All utility easements to the City of Grand Junction for the use of the City and Public utilities as perpetual easement for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines.
4. All irrigation easements to the Homeowners Association for the benefit of the owners of the lots and tracts hereby platted as perpetual easements for the installation, operation, maintenance and repair of private irrigation systems, but not including Lot 1, Block 9.
5. All temporary turn around easements to the City of Grand Junction for the use of the public. Temporary turn around easements to be extinguished with future filings.
6. Tract A to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access, provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract A and as an easement for the purpose of drainage and the use of public utilities for the installation, operation, maintenance and repair of utilities and appurtenances.
7. Tract B to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance, and repair of private irrigation systems for the common benefit and use of said lot owners and as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access; provided however, that no motorized use by the public is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract B and as an easement for the purpose of conveying and detaining/retaining runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas.
8. Tract C as private streets to the owners (Property/Homeowners Association) of the lots of Block 5, hereby platted as perpetual easement for the purpose for ingress and egress purposes for the common benefit and use of said lot owners and their invitees; 2) the installation, operation, maintenance and repair of utilities; 3) use by public services, including, but not limited to, postal service, trash collection, fire, police and emergency vehicles; 4) use by the public utilities; 5) drainage purpose for the conveyance of runoff water which originates within the area hereby platted and egress from upstream areas, through natural or man-made facilities above or below ground.
9. Tract D and Tract E to the owners (Property/Homeowners Association) of the lots of Block 5, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance and repair of private irrigation systems and as a perpetual easement for the purpose of pedestrian ingress, egress and parking purposes for the common benefit and use of said lot owners and their invitees.
10. All Grand Valley Project easements to the U.S./GVWUA, its successors and assigns, for the installation, maintenance of irrigation and drainage facilities; but as to Lot 1, Block 9, no additional rights are conferred to the Grand Valley Water Users Association other than those rights acquired by instrument recorded in Book 209, Page 251, or prescriptively.
11. An 8 foot Pedestrian Easement is hereby dedicated at the location of an 8 foot wide concrete pedestrian path running north-south with Tract D and Tract E to the City of Grand Junction as a perpetual easement for ingress and egress use by the general public pedestrian.

All easement 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, the right to dredge; provided however, that the beneficiaries of said easement shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

The undersigned certifies that no lending institution holds any encumbrance on the property shown hereon.

IN WITNESS WHEREOF, I hereunto set my hand this 6th day of Feb, A.D., 1998.

O.P. DEVELOPMENT COMPANY, LLC

*Robert C. Knappie*  
 Robert C. Knappie, Managing Director

**ACKNOWLEDGEMENT OF OWNERSHIP**

State of Colorado )  
 County of Mesa ) ss  
 On this 6th day of Feb, A.D., 1998, before me the undersigned officer, personally appeared Robert C. Knappie as Managing Director of O.P. Development Company, LLC, and acknowledged that he executed the foregoing Certificate of Ownership, for the purposes therein contained.

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

My commission expires January 26, 1999  
*Notary Public*  
 Notary Public

IN WITNESS WHEREOF, I hereunto set my hand this 2 day of Feb, A.D., 1998.

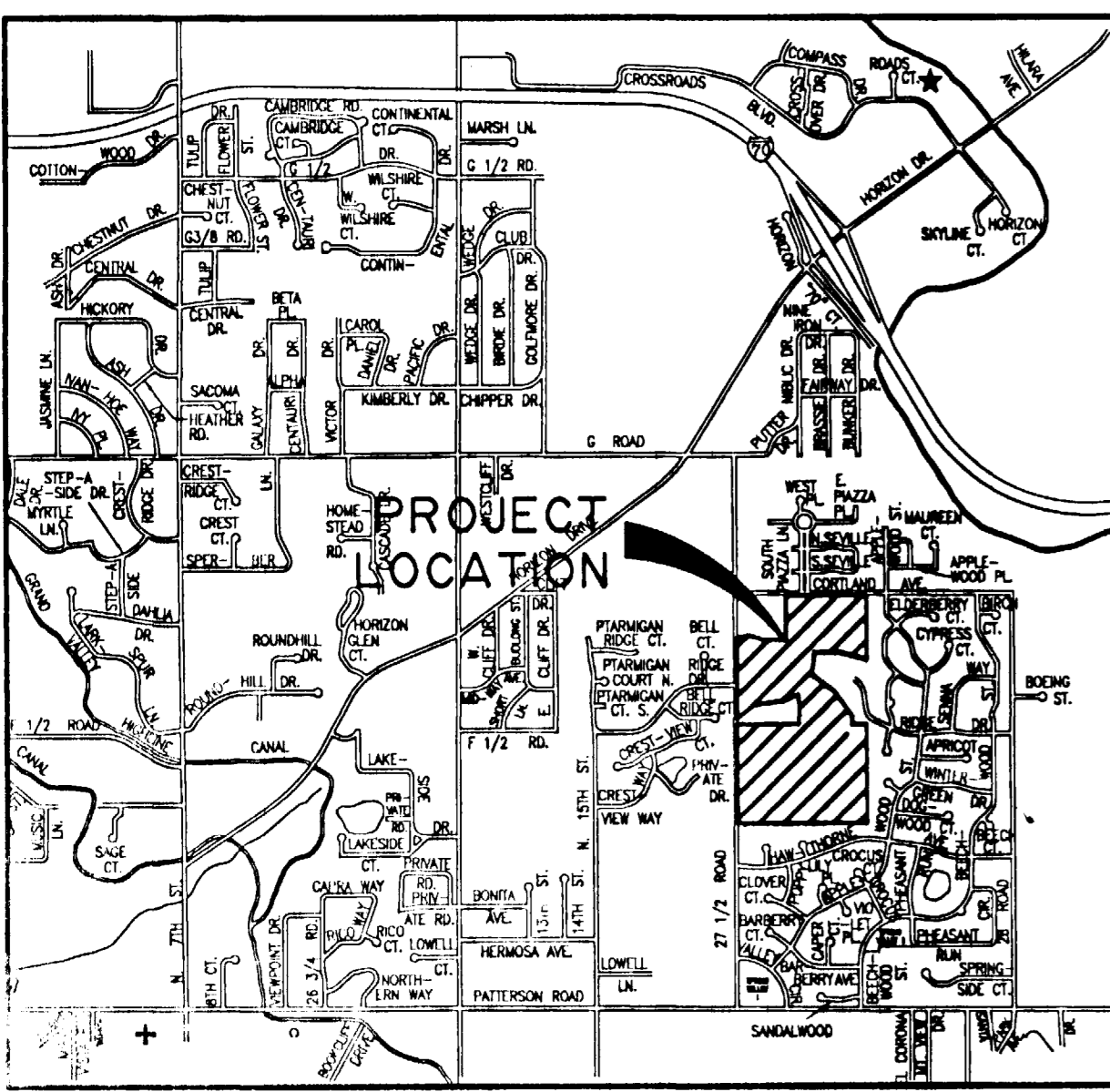
Darla M. Banker, Owner  
*Darla M. Banker*  
 Darla M. Banker, Owner

**ACKNOWLEDGEMENT OF OWNERSHIP**

State of Colorado )  
 County of Mesa ) ss  
 On this 2 day of Feb, A.D., 1998, before me the undersigned officer, personally appeared Darla M. Banker, who acknowledged that she executed the foregoing Certificate of Ownership, for the purposes therein contained.

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

My commission expires My Commission expires May 6, 2000  
*Notary Public*  
 Notary Public



**VICINITY MAP**

**LEGEND**

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE.
- △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ⊕ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- ⊥ A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-51-109(3A)



FPP-1997-091  
 TCP 0  
 SIF 29200  
 PR 2.7

**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2**  
 A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1  
 AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

The said owner does hereby dedicate and set apart real property as shown and labeled on the plat shown hereon as follows:

- All public streets and right-of-way to the City of Grand Junction for the use of the public forever.
- All such easements to the City of Grand Junction for the use of the City and Public Utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines, and also for the installation and maintenance of traffic control facilities, street lighting, street trees and grade structures.
- All utility easements to the City of Grand Junction for the use of the City and Public Utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines.
- All irrigation easements to the Homeowners Association for the benefit of the owners of the lots and tracts hereby platted as perpetual easements for the installation, operation, maintenance and repair of private irrigation systems, but not including Lot 1, Block 5.
- All temporary turn around easements to the City of Grand Junction for the use of the public. Temporary turn around easements to be extinguished with future filings.
- Tract A to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access, provided however, that no motorized use of public utilities is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract A and as an easement for the purpose of drainage and the use of public utilities for the installation, operation, maintenance and repair of utilities and appurtenances.
- Tract B to the owners (Property/Homeowners Association) of the lots, their successors and assigns forever, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance, and repair of private irrigation systems for the common benefit and use of said lot owners and as a perpetual non-exclusive easement to the City of Grand Junction for the use by the public for ingress and egress for bicycling, walking and other access; provided however, that no motorized use of public utilities is authorized hereby, but the City of Grand Junction shall have access by motorized maintenance vehicles and equipment for the purpose of maintaining its easements on Tract B and as an easement for the purpose of conveying and detaining/retaining runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas.
- Tract C to private streets to the owners (Property/Homeowners Association) of the lots of Block 5, and Block 6 hereby platted as perpetual easement for the purpose for ingress and egress purposes for the common benefit and use of said lot owners and their invitees; 2) the installation, operation, maintenance and repair of utilities; 3) use by public services, including, but not limited to, postal service, trash collection, fire, police and emergency vehicles; 4) use by the public including 2) drainage purposes for the conveyance of runoff water which originates within the area hereby platted from upstream areas, through natural or man-made facilities above or below ground.
- Tract D and Tract E to the owners (Property/Homeowners Association) of the lots of Block 5, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance and repair of private irrigation systems and as a perpetual easement for the purpose of pedestrian ingress, egress and parking purposes for the common benefit and use of said lot owners and their invitees.
- All Grand Valley Project easements to the U.S./GJVWUA, its successors and assigns, for the installation, maintenance of irrigation and drainage facilities, but as to Lot 1, Block 3, no additional rights are conferred to the Grand Valley Water Users Association other than those rights acquired by instrument recorded in Book 209, Page 230, or prescriptively.
- An 8 foot Pedestrian Easement is hereby dedicated at the location of an 8 foot wide concrete pedestrian path running north-south with Tract D and Tract E to the City of Grand Junction as a perpetual easement for ingress and egress use by the general public pedestrian.

All easement 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 Drains and Detention/Retention easements, the right to dredge; provided however, that the beneficiaries of said easement shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

The undersigned certifies that no lending institution holds any encumbrance on the property shown hereon.

IN WITNESS WHEREOF, I hereunto set my hand this 6th day of Feb A.D. 1999.

O.P. DEVELOPMENT COMPANY, LLC  
*Robert C. Knapp*  
 Robert C. Knapp, Managing Director

ACKNOWLEDGEMENT OF OWNERSHIP  
 State of Colorado  
 County of Mesa

On this 6th day of Feb A.D. 1999, before me the undersigned officer, personally appeared Robert C. Knapp as Managing Director of O.P. Development Company, LLC, and acknowledged that he executed the foregoing Certificate of Ownership, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 My commission expires January 26, 1999

*Walter J. Barnes*  
 Walter J. Barnes, Notary Public

IN WITNESS WHEREOF, I hereunto set my hand this 2 day of Feb A.D. 1999.

Doris M. Bankert, Owner  
*Doris M. Bankert*  
 Doris M. Bankert, Owner

ACKNOWLEDGEMENT OF OWNERSHIP  
 State of Colorado  
 County of Mesa

On this 2 day of Feb A.D. 1999, before me the undersigned officer, personally appeared Doris M. Bankert, who acknowledged that she executed the foregoing Certificate of Ownership, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 My commission expires May 8, 2000

*Helen J. Barnes*  
 Helen J. Barnes, Notary Public

**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2**  
 LOCATED IN THE SW 1/4 OF THE NE 1/4, NW 1/4 OF THE SE 1/4 OF SECTION 1, T.1 S., R.1 W., UTE MERIDIAN, MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.  
 GRAND JUNCTION, COLORADO

SCALE: JOB NO: DATE: SHEET NO:  
 1" = 200' 8343-06 1-29-98 1 of 4

**CITY APPROVAL**  
 The Final Plat of the Knolls Subdivision, Filing 2, is approved and accepted this 9th day of February A.D. 1999.  
*Mark E. Cohen*  
 City Manager  
*Janet L. Gray*  
 President of the City of Grand Junction City Council

**COUNTY CLERK AND RECORDER'S CERTIFICATE**  
 State of Colorado  
 County of Mesa  
 I hereby certify that the Knolls Subdivision, Filing 2, was filed for record in the office of the County Clerk and Recorder of Mesa County on the 16th day of Feb A.D. 1999 in Book No. 1936 Page No. 243-244 Reception No. 193203

Mesa County Clerk and Recorder  
 Deputy  
 \$ Fee

**SURVEYOR'S CERTIFICATE**  
 I, Dean E. Ficklin, a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby certify that the Final Plat of Knolls Subdivision, Filing 2 located in the SW 1/4 of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 1, T.1 S., R.1 W., Ute Meridian, shown hereon was prepared under my direct supervision and accurately represents a survey conducted under my direct supervision. This survey complies with applicable requirements of the Zoning and Development Code of the City of Grand Junction and applicable laws and regulations of the State of Colorado to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 29 day of January A.D. 1999.  
*Dean E. Ficklin*  
 Dean E. Ficklin  
 P.L.S. No. 19597



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that O.P. Development Company, LLC being the sole owner in fee simple of all of the property platted hereon except Lot 1, Block 4 as described in the instrument recorded in Plat Book 20, Pages 243-244, and Lot 1, Block 5, and that Doris M. Bankert being the owner in fee simple of Lot 1, Block 9 platted hereon and as described in the instrument recorded in Book 1936, at Pages 273 and 274, all in the records of the office of the Mesa County Clerk and Recorder which is a portion of the SW 1/4 of the NE 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 1, Township 1 South, Range 1 West, Ute Meridian, County of Mesa, State of Colorado does hereby plat said real property under the name and style of The Knolls Subdivision, Filing 2, in accordance with the Plat shown hereon. Doris M. Bankert is not a Developer of the Knolls Subdivision, Filing 2, and signs this Final Plat only as Owner of Lot 1, Block 9.

Beginning at the northeasterly corner of The Knolls Subdivision, Filing 2, whence the NE 1/16 corner of Section 1, T.1 S., R.1 W., U.M., being a Bureau of Land Management Marker bears N 00° 00' 00" E, 33.00 feet;

- Thence S 00° 00' 59" W, 639.29 feet;
- Thence N 75° 02' 00" W, 279.90 feet;
- Thence N 89° 57' 00" W, 252.00 feet;
- Thence S 05° 30' 00" W, 299.94 feet;
- Thence S 50° 56' 00" E, 88.37 feet;
- Thence S 54° 34' 00" E, 157.74 feet;
- Thence S 35° 59' 00" E, 37.84 feet;
- Thence S 02° 05' 43" W, 78.50 feet;
- Thence S 09° 54' 17" E, 139.00 feet;
- Thence S 00° 01' 22" E, 873.30 feet;
- Thence N 89° 52' 58" W, 150.44 feet;
- Thence N 00° 00' 59" E, 874.41 feet;
- Thence S 89° 54' 17" E, 624.03 feet;
- Thence N 02° 03' 33" W, 298.77 feet;
- Thence S 6° 00' 15" W, 85.90 feet;
- Thence S 01° 59' 06" W, 299.62 feet;
- Thence S 50° 55' 06" W, 208.71 feet;
- Thence N 00° 00' 59" E, 800.94 feet;
- Thence N 79° 41' 00" E, 120.00 feet;
- Thence S 72° 44' 00" E, 140.00 feet;
- Thence S 87° 25' 00" E, 120.00 feet;
- Thence N 88° 46' 27" E, 85.39 feet;
- Thence N 00° 00' 59" E, 443.57 feet;
- Thence S 89° 57' 00" E, 500.84 feet to the Point of Beginning.

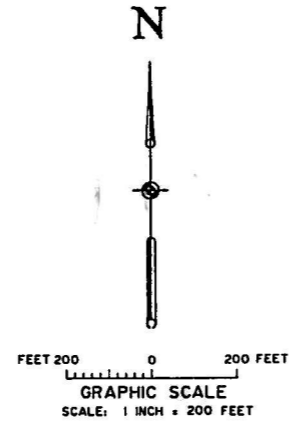
The Knolls Subdivision, Filing 2, as described above contains 50.78 acres more or less.

**AREA SUMMARY**

LOTS	5.161 AC.	10.2%
ROADS	1.506 AC.	3.0%
TRACT A	0.049 AC.	0.1%
TRACT B	2.993 AC.	5.1%
TRACT C	0.475 AC.	0.9%
TRACT D	0.846 AC.	1.7%
TRACT E	0.614 AC.	1.2%
LOT 1, BLK 6	2.785 AC.	5.4%
LOT 1, BLK 7	7.015 AC.	13.8%
LOT 1, BLK 8	0.846 AC.	1.7%
LOT 1, BLK 9	25.871 AC.	51.0%
<b>TOTAL</b>	<b>50.781 AC.</b>	<b>100%</b>

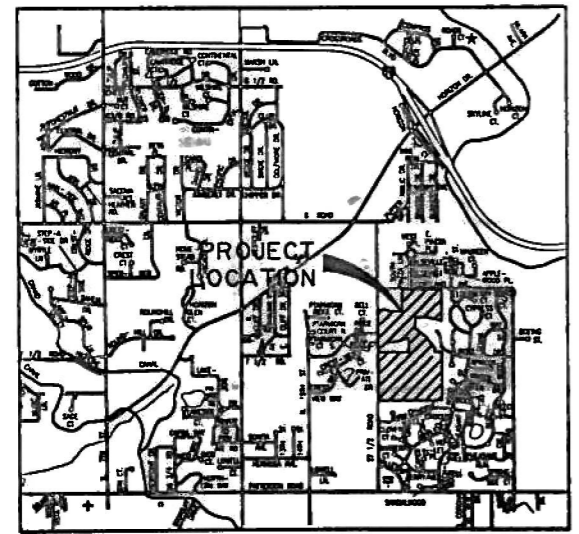
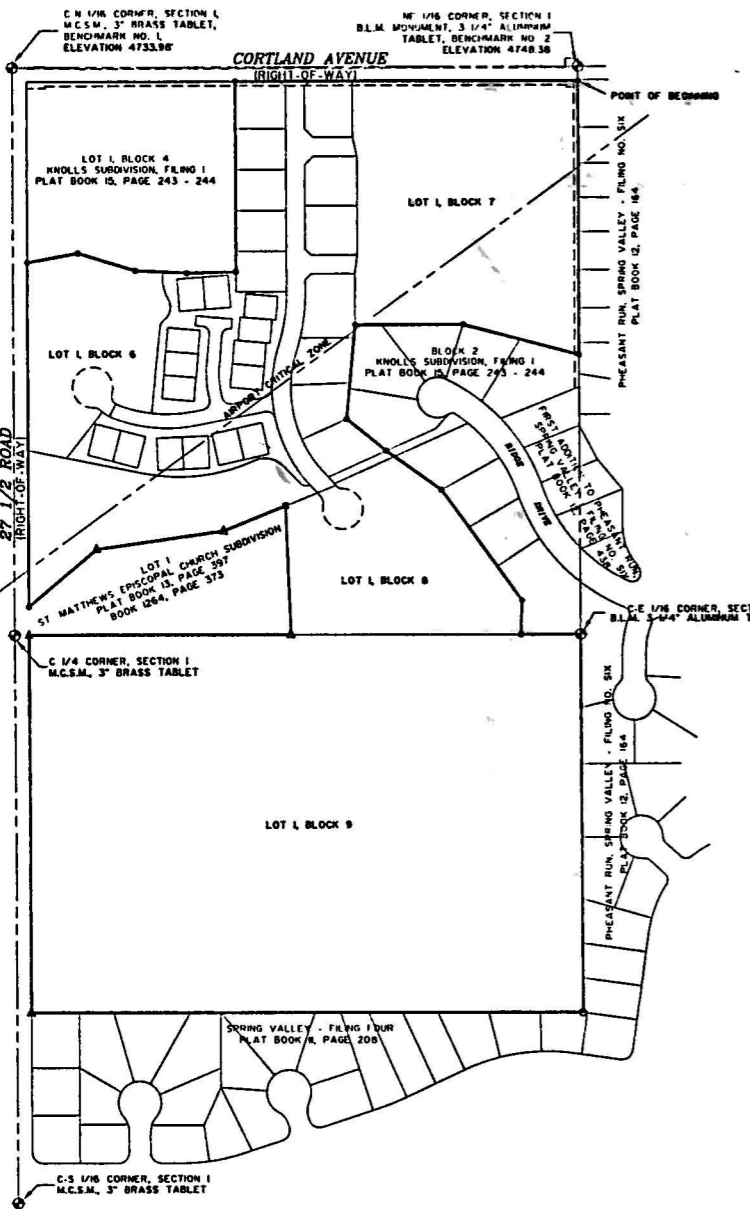


- NOTES:**
- Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after the first discovery of such defect. In no event may any action based upon a defect in this survey be commenced more than ten years from the date of certification shown hereon.
  - BASIS OF BEARINGS:** The line between the C-N 1/16 corner and NE 1/16 corner, both of Section 1, Township 1 South, Range 1 West, Ute Meridian having a bearing of S 89° 57' 00" E, as recorded on The Knolls Subdivision, Filing 1 Plat Book 15, at Pages 243 and 244, in the records of the Mesa County Clerk and Recorder.
  - BASIS OF BENCHMARKS:** City of Grand Junction Benchmark, elevation 4727.92 feet, Mesa County Survey Marker at the intersection of 27 1/2 Road and G Road.
  - Existing property corners which were recovered during this survey which were within 0.25 feet of the position of record were accepted as being in the proper location as shown by record.
  - The boundary of the Airport Critical Zone for Walker Field is shown hereon in accordance with Figure 8 of the Land Use Plan, dated July, 1984 prepared by I&M Associates, Inc., for Walker Field, Grand Junction, Colorado.
  - Portions of this development lies within the Airport Critical Zone as well as within the southwest boundaries of the Airport Area of Influence. Portions are situated directly underlying the common air traffic pattern for arrival and departure of aircraft from secondary Runway 4/22 as outlined in the Airport's Master Plan.
  - The following setbacks shall apply:
    - Single Family Units:
      - Principal Building - 20' front, 20' rear, 10' side
      - Accessory Building - Limited to rear 1/2 of Lot, 5' rear for easement width, whichever is greater; 5' side for easement width, whichever is greater.
    - Pella Home Units:
      - Principal and Accessory Buildings - 0' front, 5' interior side, unless units are attached; 8' exterior side
    - For Pella Home units located on lots 10, 9 and 13 of Block 5, a minimum distance of 20 feet shall be maintained between face of garage and Sparrow Court.
  - The following lot access locations shall apply:
    - Access to Lot 1, Block 1 shall be provided off Knoll Circle.
    - Access to Lot 1 and Lot 2, Block 2 shall be provided off Knoll Circle.
    - Access to Lot 1, Block 3 shall be provided off of Piazza Way, with a minimum of 10 feet from the south property line and a minimum of 50 feet from Cortland Avenue right-of-way line.
    - Access to Lot 1, Block 4 shall be provided off Knoll Circle.



**LEGEND**

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 1980, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, ILLINOIS, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 1941, IN CONCRETE.
- △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ⊕ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- † A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-9-1013(A)



VICINITY MAP

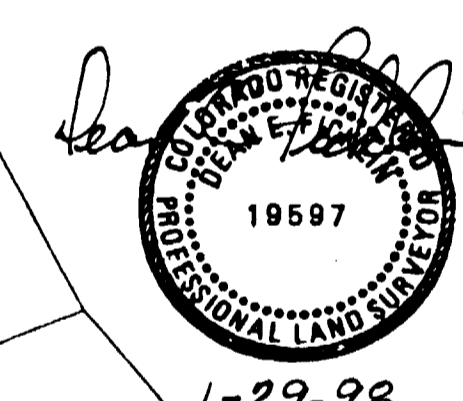
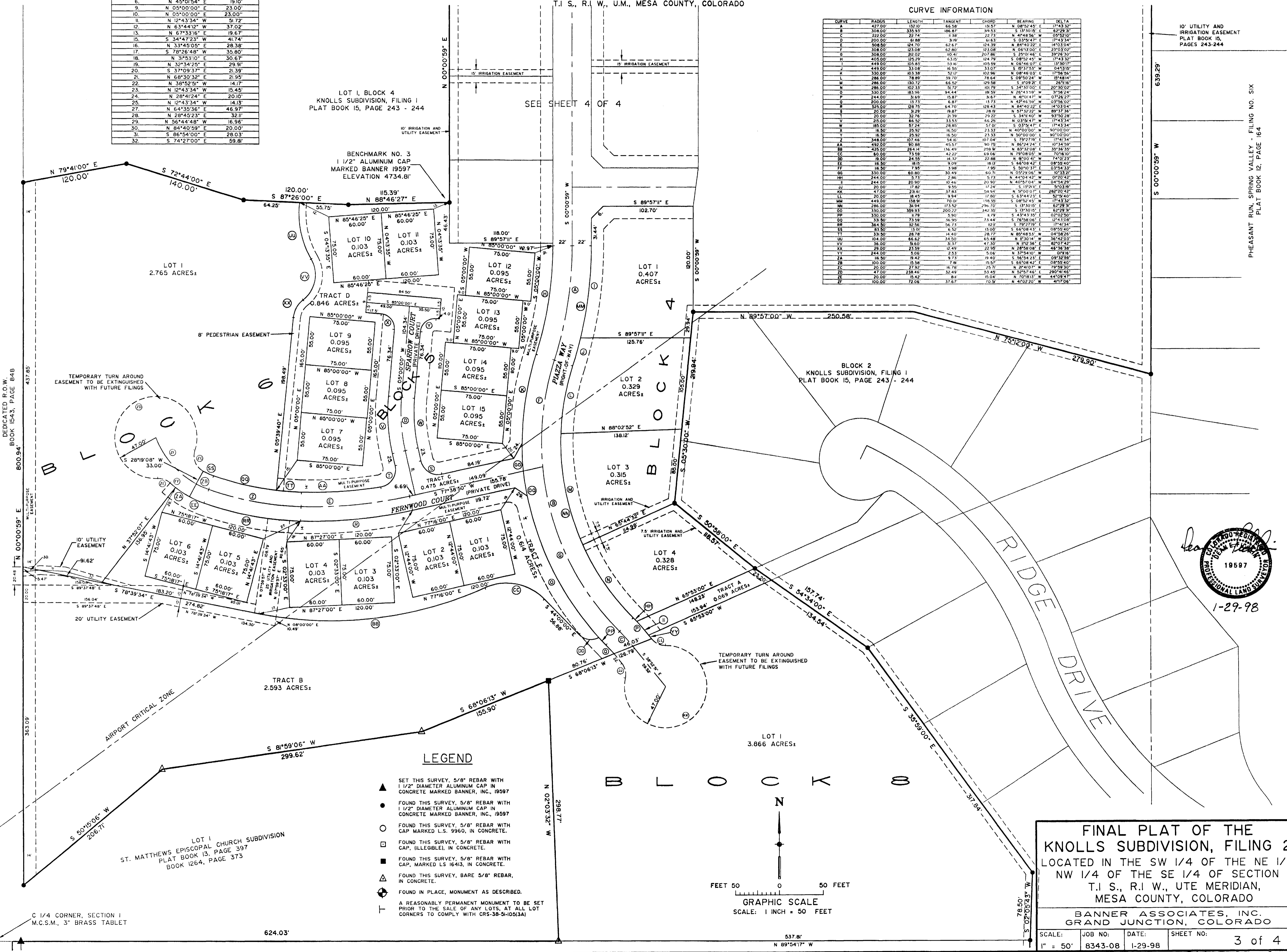
**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2**  
 A REPLAT OF LOT I, BLOCK 1 and LOT I, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1  
 AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

**LINE INFORMATION**

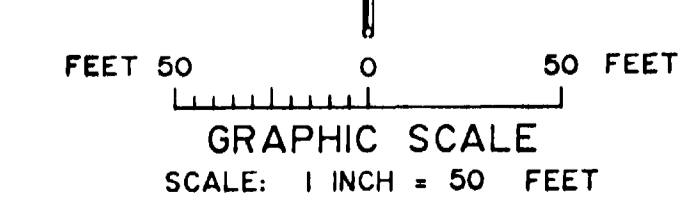
LINE	DIRECTION	DISTANCE
6.	N 45°01'54" E	19.10'
9.	N 05°00'00" E	23.00'
10.	N 05°00'00" E	23.00"
11.	N 12°43'34" W	5.72'
12.	N 63°44'22" W	37.02'
13.	N 67°33'16" E	19.67'
15.	S 34°47'23" W	41.74'
16.	N 33°45'05" E	28.38'
17.	S 78°26'48" W	35.80'
18.	N 31°53'10" E	30.67'
19.	N 32°34'25" E	29.91'
20.	S 37°09'37" E	21.39'
21.	N 68°30'32" E	21.95'
22.	N 38°52'51" W	14.17'
23.	N 12°43'34" W	15.45'
24.	N 28°41'24" E	20.10'
25.	N 12°43'34" W	14.13'
27.	N 64°33'36" E	46.97'
28.	N 28°45'23" E	32.11'
29.	N 56°44'48" W	16.96'
30.	N 84°40'59" E	20.00'
31.	S 86°54'00" E	28.03'
32.	S 74°27'00" E	59.81'

**CURVE INFORMATION**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
A	427.00	132.00	66.88	132.00	S 08°52'45" E	17°43'32"
B	308.00	335.93	186.87	349.53	S 13°30'15" E	62°29'31"
C	222.00	227.74	11.38	227.73	N 40°48'56" W	05°52'30"
D	200.00	61.88	31.09	61.83	S 03°45'41" E	17°43'34"
E	508.50	124.70	62.67	124.39	N 84°40'22" E	14°03'04"
F	308.00	152.88	62.80	152.88	N 06°13'00" E	23°03'02"
G	308.00	202.02	101.41	207.86	S 25°01'46" E	39°26'30"
H	405.00	125.29	63.15	124.79	S 08°52'45" W	17°43'32"
I	449.00	105.85	53.16	105.99	N 08°46'03" E	13°50'27"
J	449.00	33.08	16.55	33.07	S 18°37'53" W	04°13'15"
K	330.00	103.38	52.12	102.96	N 08°46'03" E	17°43'32"
L	286.00	78.89	39.10	78.64	S 08°50'24" W	18°48'14"
M	286.00	130.72	66.52	129.58	S 10°09'21" E	26°16'16"
N	286.00	102.33	51.72	101.79	S 34°30'00" E	20°30'02"
O	330.00	183.96	94.44	188.29	N 24°14'59" W	30°56'24"
P	244.00	31.69	15.87	31.67	N 41°01'47" W	07°26'27"
Q	200.00	13.73	6.87	13.73	N 47°44'29" W	03°56'02"
R	525.00	188.75	64.70	188.43	N 84°40'22" E	14°03'04"
S	20.00	3.29	1.67	3.29	N 57°32'22" W	09°37'36"
T	20.00	32.16	21.39	29.22	S 34°40'01" W	03°50'28"
V	25.00	86.52	33.53	66.25	N 03°54'47" W	17°43'34"
W	185.00	87.24	28.85	57.01	S 03°54'47" E	17°43'34"
X	18.50	29.92	16.50	23.53	N 50°00'00" W	10°00'00"
Y	18.50	29.92	16.50	23.33	N 50°00'00" E	10°00'00"
Z	348.00	107.46	54.16	107.04	S 79°27'19" E	17°43'34"
AA	492.00	80.88	40.57	80.79	N 86°24'24" E	10°14'59"
BB	425.00	264.14	136.49	259.94	N 83°52'08" E	35°36'35"
CC	80.00	73.69	42.27	69.98	N 79°08'05" W	10°16'10"
DD	18.00	24.55	14.37	22.88	N 8°00'41" W	74°01'23"
EE	18.50	18.15	9.09	18.13	S 86°08'42" E	08°55'40"
FF	18.50	7.85	3.88	7.85	S 80°33'15" E	03°56'33"
GG	330.00	60.80	30.49	60.71	N 05°29'06" W	10°33'28"
HH	244.00	5.73	2.86	5.73	N 44°04'42" W	07°20'42"
II	244.00	29.80	14.91	29.80	N 40°51'04" W	04°54'29"
JJ	20.00	17.82	9.55	17.24	S 13°21'11" E	51°03'19"
KK	47.00	23.81	11.91	23.81	N 5°00'00" E	288°20'42"
LL	20.00	18.45	9.84	17.80	S 63°44'23" E	50°59'40"
MM	449.00	138.93	70.01	138.55	S 08°52'45" W	17°43'32"
NN	186.00	36.94	17.33	36.94	S 13°30'15" E	62°29'31"
OO	330.00	399.93	200.22	342.55	S 13°30'15" E	62°29'31"
PP	330.00	8.79	4.39	8.79	S 43°43'39" E	02°02'50"
QQ	338.50	73.99	36.90	73.44	S 78°58'06" E	12°45'00"
RR	364.50	102.56	56.73	102.31	S 79°27'19" E	17°43'34"
SS	83.50	13.01	6.52	13.00	S 66°08'43" E	08°55'40"
TT	331.50	28.78	14.40	28.77	N 85°48'53" W	04°56'25"
UU	104.00	66.62	34.50	65.48	N 1°30'14" W	36°42'03"
VV	36.00	36.00	3.37	47.50	N 1°32'38" E	26°07'42"
XX	29.00	23.59	12.49	22.95	N 28°54'08" E	48°36'38"
YY	244.00	5.06	2.53	5.06	N 37°54'10" W	07°18'18"
ZZ	18.50	9.42	4.71	19.40	S 58°54'23" E	09°32'59"
AAA	20.00	27.82	16.78	25.71	N 20°40'07" W	79°59'30"
BBB	47.00	24.86	12.49	23.45	N 52°17'46" E	29°04'46"
CCC	20.00	15.42	8.11	15.04	N 70°18'13" W	44°09'47"
DDD	100.00	72.06	37.67	70.59	N 40°02'20" W	47°10'06"



- LEGEND**
- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
  - FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED LS 16413, IN CONCRETE.
  - △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
  - ◆ FOUND IN PLACE, MONUMENT AS DESCRIBED.
  - T A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-10-101(3A)



**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2**  
 LOCATED IN THE SW 1/4 OF THE NE 1/4, NW 1/4 OF THE SE 1/4 OF SECTION 1, T.1 S., R.1 W., UTE MERIDIAN, MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.  
 GRAND JUNCTION, COLORADO

SCALE: 1" = 50'	JOB NO: 8343-08	DATE: 1-29-98	SHEET NO: 3 of 4
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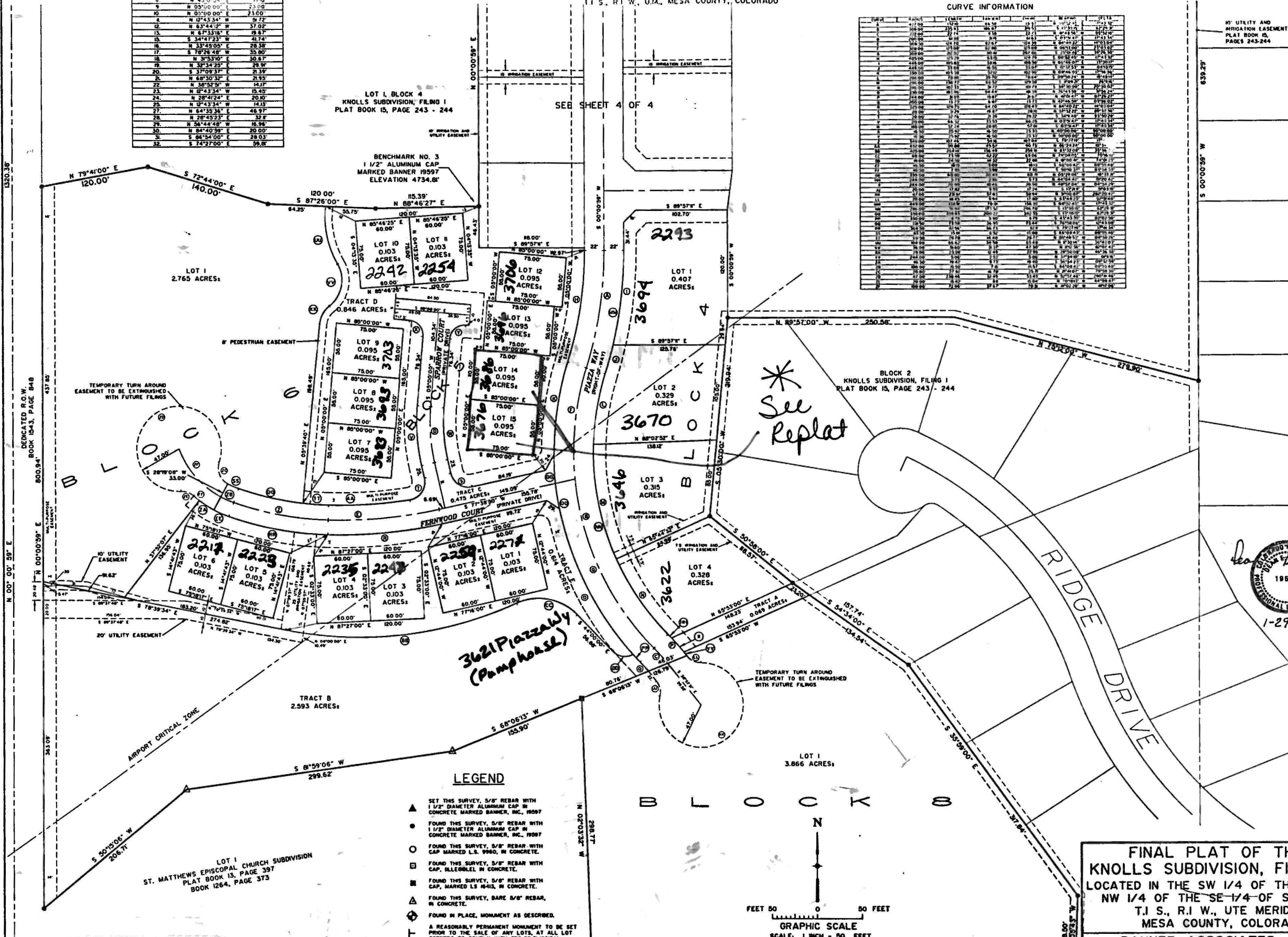
FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2  
 A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1  
 AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

LINE INFORMATION

LINE	DIRECTION	DISTANCE
1	N 45°00'00" E	71.00'
2	N 05°00'00" E	23.00'
3	N 05°00'00" E	21.00'
4	N 12°43'34" W	51.72'
5	N 83°44'12" W	37.02'
6	N 67°53'16" E	19.67'
7	S 38°47'23" W	41.74'
8	N 33°49'05" E	28.38'
9	S 78°26'48" W	35.80'
10	N 3°53'50" E	30.97'
11	N 59°43'35" E	29.90'
12	S 37°09'37" E	21.39'
13	N 68°30'32" E	21.93'
14	N 58°52'50" W	14.17'
15	N 28°45'23" E	32.87'
16	N 58°44'48" W	16.96'
17	N 28°41'24" E	20.40'
18	N 12°43'34" W	14.13'
19	N 64°35'36" E	46.97'
20	N 28°45'23" E	32.87'
21	N 58°44'48" W	16.96'
22	N 84°40'59" E	20.00'
23	S 66°54'00" E	28.03'
24	S 74°27'00" E	58.85'

CURVE INFORMATION

CURVE	BEARING	CHORD	ARC	ANGLE	AREA	PERIMETER	CHORD BEARING	CHORD DISTANCE
1	N 12°43'34" W	51.72'	51.72'	12°43'34"	1.00	103.44	N 12°43'34" W	51.72'
2	N 83°44'12" W	37.02'	37.02'	83°44'12"	0.50	74.04	N 83°44'12" W	37.02'
3	N 67°53'16" E	19.67'	19.67'	67°53'16"	0.17	39.34	N 67°53'16" E	19.67'
4	S 38°47'23" W	41.74'	41.74'	38°47'23"	0.80	83.48	S 38°47'23" W	41.74'
5	N 33°49'05" E	28.38'	28.38'	33°49'05"	0.22	44.66	N 33°49'05" E	28.38'
6	S 78°26'48" W	35.80'	35.80'	78°26'48"	0.62	123.60	S 78°26'48" W	35.80'
7	N 3°53'50" E	30.97'	30.97'	3°53'50"	0.13	61.94	N 3°53'50" E	30.97'
8	N 59°43'35" E	29.90'	29.90'	59°43'35"	0.25	59.80	N 59°43'35" E	29.90'
9	S 37°09'37" E	21.39'	21.39'	37°09'37"	0.09	42.78	S 37°09'37" E	21.39'
10	N 68°30'32" E	21.93'	21.93'	68°30'32"	0.10	43.86	N 68°30'32" E	21.93'
11	N 58°52'50" W	14.17'	14.17'	58°52'50"	0.05	28.34	N 58°52'50" W	14.17'
12	N 28°45'23" E	32.87'	32.87'	28°45'23"	0.16	65.74	N 28°45'23" E	32.87'
13	N 58°44'48" W	16.96'	16.96'	58°44'48"	0.08	33.92	N 58°44'48" W	16.96'
14	N 28°41'24" E	20.40'	20.40'	28°41'24"	0.09	40.80	N 28°41'24" E	20.40'
15	N 12°43'34" W	14.13'	14.13'	12°43'34"	0.03	28.26	N 12°43'34" W	14.13'
16	N 64°35'36" E	46.97'	46.97'	64°35'36"	0.40	93.94	N 64°35'36" E	46.97'
17	N 28°45'23" E	32.87'	32.87'	28°45'23"	0.16	65.74	N 28°45'23" E	32.87'
18	N 58°44'48" W	16.96'	16.96'	58°44'48"	0.08	33.92	N 58°44'48" W	16.96'
19	N 84°40'59" E	20.00'	20.00'	84°40'59"	0.04	40.00	N 84°40'59" E	20.00'
20	S 66°54'00" E	28.03'	28.03'	66°54'00"	0.12	56.06	S 66°54'00" E	28.03'
21	S 74°27'00" E	58.85'	58.85'	74°27'00"	0.50	117.70	S 74°27'00" E	58.85'



10' UTILITY AND IRRIGATION EASEMENT PLAT BOOK 15, PAGE 243-244

639.25'

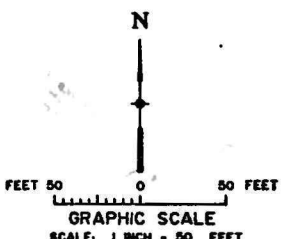
5 00'00"58" W

PHEASANT RUN, SPRING VALLEY - FILING NO. SIX PLAT BOOK 12, PAGE 164



LEGEND

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, BLENKLE, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 1413, IN CONCRETE.
- ▲ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ◆ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- T A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-B-100(13A)

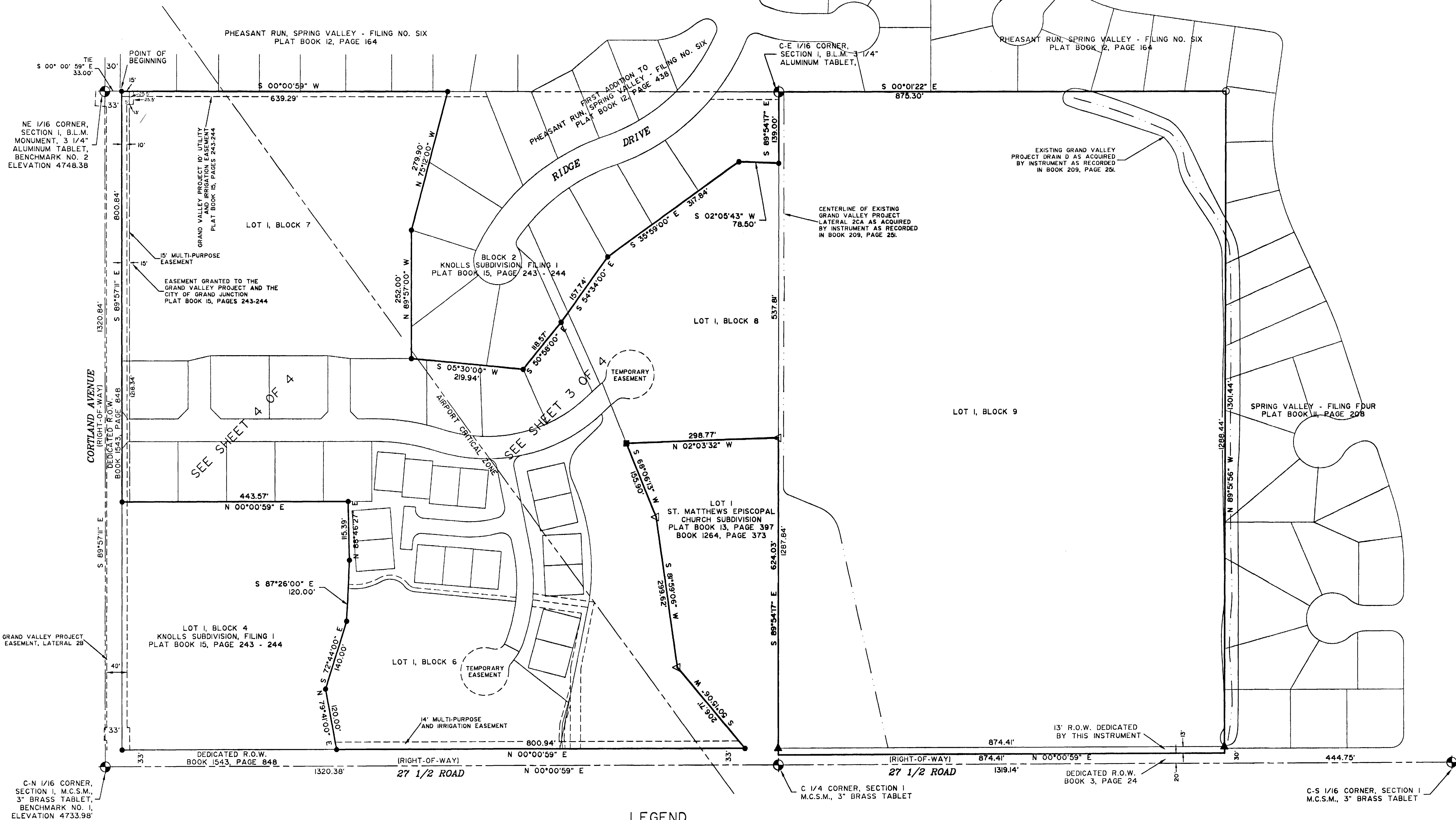


FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2  
 LOCATED IN THE SW 1/4 OF THE NE 1/4,  
 NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., UTE MERIDIAN,  
 MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.  
 GRAND JUNCTION, COLORADO

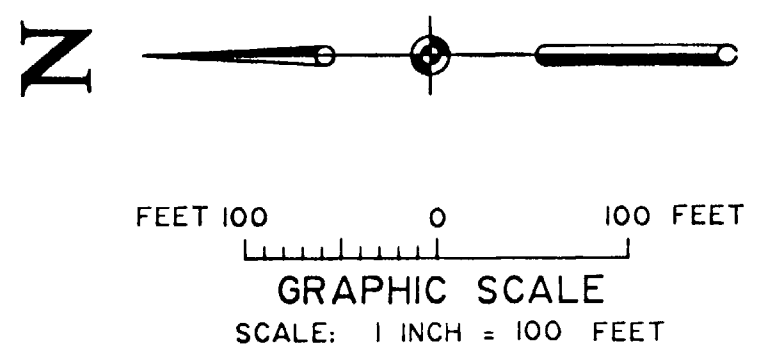
SCALE: 1" = 50' JOB NO: 8343-08 DATE: 1-29-98 SHEET NO: 3 of 4

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2  
 A REPLAT OF LOT 1, BLOCK 1, AND LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1  
 AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO



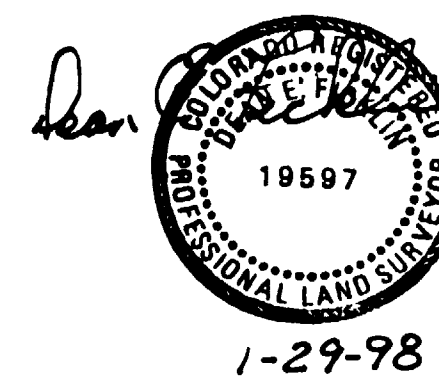
AREA SUMMARY

LOTS	5.161 AC.±	100.0%
ROADS	1.506 AC.±	3.0%
TRACT A	0.069 AC.±	0.1%
TRACT B	2.593 AC.±	5.1%
TRACT C	0.475 AC.±	0.9%
TRACT D	0.846 AC.±	1.7%
TRACT E	0.614 AC.±	1.2%
LOT 1, BLK 6	2.755 AC.±	5.4%
LOT 1, BLK 7	7.015 AC.±	13.8%
LOT 1, BLK 8	3.866 AC.±	7.6%
LOT 1, BLK 9	25.871 AC.±	51.0%
<b>TOTAL</b>	<b>50.781 AC.±</b>	<b>100%</b>



LEGEND

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9950, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE.
- △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ⊕ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- T A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-51-105(3A)



FINAL PLAT OF THE  
 KNOLLS SUBDIVISION, FILING 2  
 LOCATED IN THE SW 1/4 OF THE NE 1/4,  
 NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., UTE MERIDIAN,  
 MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.  
 GRAND JUNCTION, COLORADO

SCALE: 1" = 100'	JOB NO: 8343-08	DATE: 1-29-98	SHEET NO: 2 of 4
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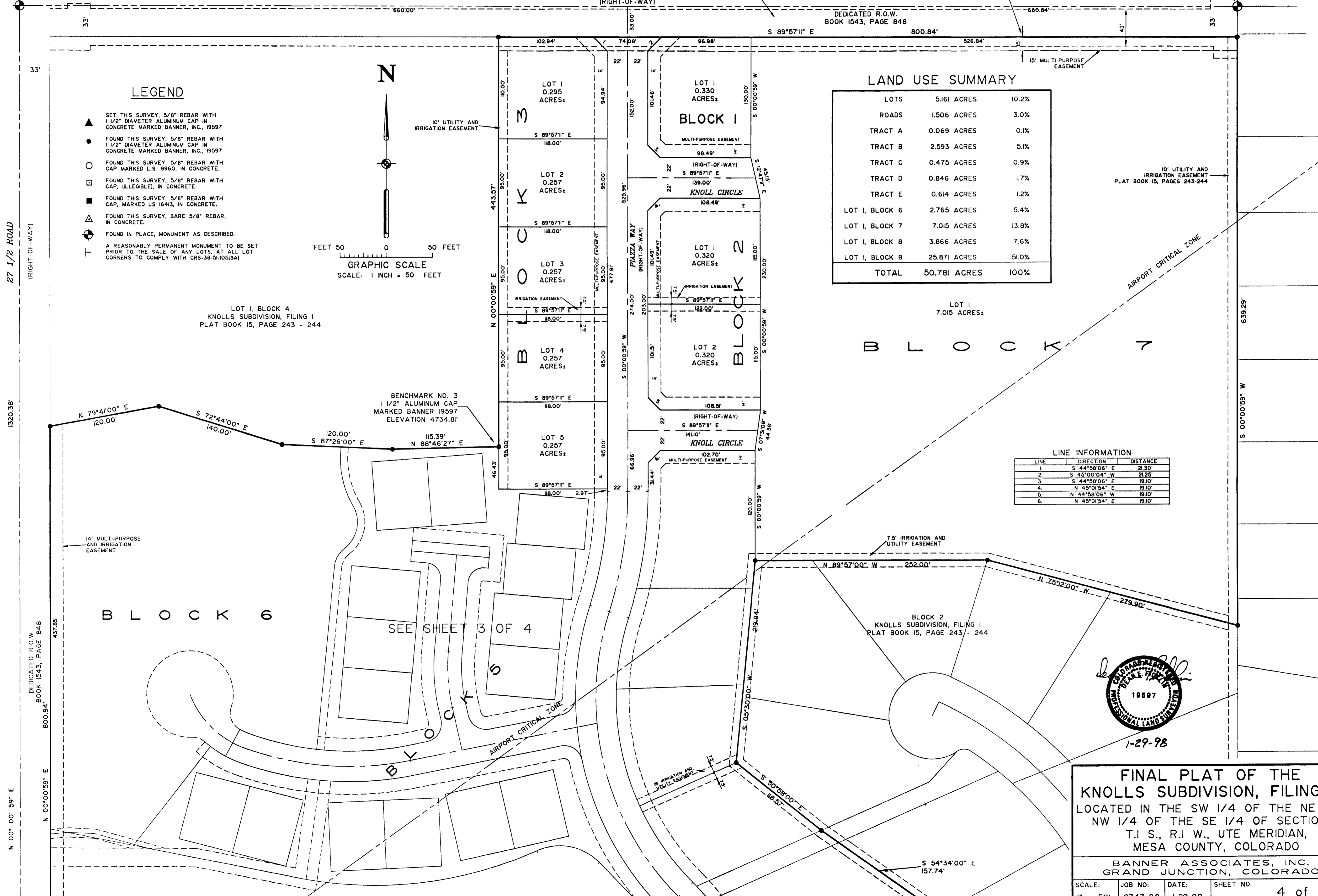
FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2  
 A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1  
 AND A PORTION OF NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

C-N 1/16 CORNER, SECTION 1,  
 M.C.S.M., 3" BRASS TABLET,  
 BENCHMARK NO. 1,  
 ELEVATION 4733.98'

GRAND VALLEY PROJECT  
 EASEMENT, LATERAL 2B

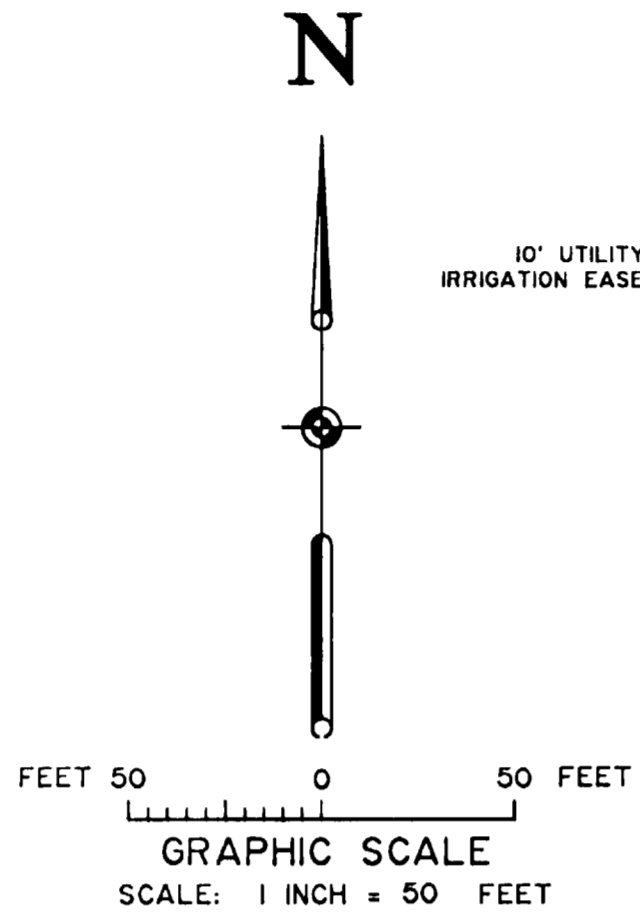
EASEMENT GRANTED TO THE  
 GRAND VALLEY PROJECT  
 AND CITY OF GRAND JUNCTION  
 (PLAT BOOK 15, PAGE 243-244)

NE 1/16 CORNER, SECTION 1  
 B.L.M. MONUMENT, 3 1/4" ALUMINUM  
 TABLET, BENCHMARK NO. 2  
 ELEVATION 4748.38



**LEGEND**

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
  - FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 19597
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP, (ILLEGIBLE), IN CONCRETE.
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED LS 16413, IN CONCRETE.
  - △ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
  - ⊙ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-5-105(13A)



**LAND USE SUMMARY**

LOTS	5.161 ACRES	10.2%
ROADS	1.506 ACRES	3.0%
TRACT A	0.069 ACRES	0.1%
TRACT B	2.593 ACRES	5.1%
TRACT C	0.475 ACRES	0.9%
TRACT D	0.846 ACRES	1.7%
TRACT E	0.614 ACRES	1.2%
LOT 1, BLOCK 6	2.765 ACRES	5.4%
LOT 1, BLOCK 7	7.015 ACRES	13.8%
LOT 1, BLOCK 8	3.866 ACRES	7.6%
LOT 1, BLOCK 9	25.871 ACRES	51.0%
<b>TOTAL</b>	<b>50.781 ACRES</b>	<b>100%</b>

**LINE INFORMATION**

LINE	DIRECTION	DISTANCE
1.	S 44°58'06" E	21.30'
2.	S 45°00'04" W	21.25'
3.	S 44°58'06" E	19.10'
4.	N 45°01'54" E	19.10'
5.	N 44°58'06" W	19.10'
6.	N 45°01'54" E	19.10'

LOT 1, BLOCK 4  
 KNOLLS SUBDIVISION, FILING 1  
 PLAT BOOK 15, PAGE 243 - 244

BENCHMARK NO. 3  
 1 1/2" ALUMINUM CAP  
 MARKED BANNER 19597  
 ELEVATION 4734.81'

BLOCK 2  
 KNOLLS SUBDIVISION, FILING 1  
 PLAT BOOK 15, PAGE 243 - 244



**FINAL PLAT OF THE  
 KNOLLS SUBDIVISION, FILING 2**  
 LOCATED IN THE SW 1/4 OF THE NE 1/4,  
 NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., UTE MERIDIAN,  
 MESA COUNTY, COLORADO

**BANNER ASSOCIATES, INC.**  
 GRAND JUNCTION, COLORADO

SCALE: 1" = 50'    JOB NO: 8343-08    DATE: 1-29-98    SHEET NO: 4 of 4

FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2  
 A REPLAT OF LOT 1, BLOCK 1 and LOT 1, BLOCK 3 OF KNOLLS SUBDIVISION, FILING 1  
 AND A PORTION OF NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 1, 1 S., R. 1 W., U.M., MESA COUNTY, COLORADO

**\* ACCESS ON THESE LOTS HAVE RESTRICTIONS. SEE COVER PLAT.**

C-N 1/16 CORNER, SECTION 1,  
 M.C.S.M., 3" BRASS TABLET,  
 BENCHMARK NO. 1,  
 ELEVATION 4733.98'

GRAND VALLEY PROJECT  
 EASEMENT, LATERAL 2B

EASEMENT GRANTED TO THE  
 GRAND VALLEY PROJECT  
 AND CITY OF GRAND JUNCTION  
 (PLAT BOOK 15, PAGE 243-244)

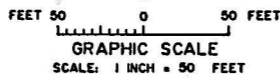
NE 1/16 CORNER, SECTION 1  
 B.L.M. MONUMENT, 3 1/4" ALUMINUM  
 TABLET, BENCHMARK NO. 2  
 ELEVATION 4748.38

CORTLAND AVENUE  
 (RIGHT-OF-WAY)

DEDICATED R.O.W.  
 BOOK 1543, PAGE 848

**LEGEND**

- ▲ SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 9960, IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, ALLEGBLEL IN CONCRETE.
- FOUND THIS SURVEY, 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE.
- ⊕ FOUND THIS SURVEY, BARE 5/8" REBAR, IN CONCRETE.
- ⊙ FOUND IN PLACE, MONUMENT AS DESCRIBED.
- ▲ A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-9-10(3A)



**LAND USE SUMMARY**

LOTS	5.161 ACRES	10.2%
ROADS	1.506 ACRES	3.0%
TRACT A	0.069 ACRES	0.1%
TRACT B	2.593 ACRES	5.1%
TRACT C	0.475 ACRES	0.9%
TRACT D	0.846 ACRES	1.7%
TRACT E	0.614 ACRES	1.2%
LOT 1, BLOCK 6	2.765 ACRES	5.4%
LOT 1, BLOCK 7	7.015 ACRES	13.8%
LOT 1, BLOCK 8	3.866 ACRES	7.6%
LOT 1, BLOCK 9	25.871 ACRES	51.0%
<b>TOTAL</b>	<b>50.781 ACRES</b>	<b>100%</b>

LOT 1, BLOCK 4  
 KNOLLS SUBDIVISION, FILING 1  
 PLAT BOOK 15, PAGE 243 - 244

BENCHMARK NO. 3  
 1 1/2" ALUMINUM CAP  
 MARKED BANNER 19597  
 ELEVATION 4734.8'

**LINE INFORMATION**

LINE	DIRECTION	DISTANCE
1	S 44°58'06" E	21.30'
2	S 49°00'04" W	21.25'
3	S 44°58'06" E	19.10'
4	N 45°01'54" E	19.10'
5	N 44°58'06" W	19.10'
6	N 49°01'54" E	19.10'

B L O C K 6

SEE SHEET 3 OF 4

BLOCK 2  
 KNOLLS SUBDIVISION, FILING 1  
 PLAT BOOK 15, PAGE 243 - 244



**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 2**  
 LOCATED IN THE SW 1/4 OF THE NE 1/4,  
 NW 1/4 OF THE SE 1/4 OF SECTION 1,  
 T.1 S., R.1 W., UTE MERIDIAN,  
 MESA COUNTY, COLORADO

**BANNER ASSOCIATES, INC.**  
 GRAND JUNCTION, COLORADO

SCALE: 1" = 50' JOB NO: 8343-08 DATE: 1-29-98 SHEET NO: 4 of 4

\* SEE NOTE

REGARDING  
ACCESS RESTRICTIONS

SEE BILL FOR

INFO

Packet Page 245



**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 3**  
 A REPLAT OF LOT 1, BLOCK 6 and LOT 1, BLOCK 7 OF KNOLLS SUBDIVISION, FILING 2  
 LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 1,  
 T 1 S, R 1 W, U M, MESA COUNTY, COLORADO

**NOTES**

- 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 a defect in this survey be commenced more than ten years from the date of certification shown hereon.
- The word certify is understood to be an expression of Professional opinion by the Land Surveyor which is based on his best knowledge information and belief. As such it constitutes neither a guarantee or a warranty.
- BASIS OF BEARINGS** The line between the C-N 1/16 corner and NE 1/16 corner both of Section 1 Township 1 South, Range 1 West, Ute Meridian having a bearing of S 89° 57' 11" E, as recorded on The Knolls Subdivision, Filing 1 Plat Book 15 at Pages 243 and 244 in the records of the Mesa County Clerk and Recorder.
- BASIS OF BENCHMARKS** City of Grand Junction Benchmark elevation 4727.92 feet, Mesa County Survey Marker at the intersection of 27 1/2 Road and G Road.
- Existing property corners which were recovered during this survey which were within 0.25 feet ± of the position of record were accepted as being in the proper location as shown by record.
- The boundary of the Airport Critical Zone for Walker Field is shown hereon in accordance with Figure II of the Land Use Plan, dated July, 1984 prepared by Isbill Associates Inc for Walker Field Grand Junction, Colorado.
- Portions of this development lies within the Airport Critical Zone as well as within the southwest boundaries of the Airport Area of Influence. Portions are situated directly underlying the common air traffic pattern for arrival and departure of aircraft from secondary Runway 4/22 as outlined in the Airport's Master Plan.
- The following setbacks shall apply:
  - Single Family Units,
    - Principal Building - 20 front, 20 rear, 10 side
    - Accessory Building - Limited to rear 1/2 of Lot, 5 rear (or easement width, whichever is greater), 5 side (or easement width whichever is greater)
  - Patio Home Units,
    - Principal and Accessory Buildings 0 front, 0 rear, 5 interior side unless units are attached, 0 exterior side
  - For Patio Home units located on lots 1 thru 10 of Block 3 a minimum distance of 20 feet shall be maintained between face of garage and Fernwood Court.
  - For Patio Home units in Block 3 a gross lot coverage maximum of 85% is required. For single family units in Blocks 1 and 2 a gross lot coverage maximum of 35% is required.
  - Maximum height of structures shall be less than 32 feet.
  - Lot 6 and Lot 7 of Block 3 shall maintain a minimum of 20 feet setback from the common property line of Block 3 at the Knolls Subdivision, Filing 3 and Lot 1 Block 4 of the Knolls Subdivision, Filing 2.
  - For Patio Home units a minimum 10 foot side yard setback with adjoining structures unless units are attached.
- Lots 1 thru 5 block 1 shall have no vehicular access to Cortland Avenue.

**CITY APPROVAL**

The Final Plat of The Knolls Subdivision, Filing 3, is approved and accepted this 28th day of January A.D. 1999  
*Mark Cleban*  
 City Manager

*Janet L. Levy*  
 President of the City of Grand Junction City Council

**COUNTY CLERK AND RECORDER'S CERTIFICATE**  
 State of Colorado )  
 ) ss  
 County of Mesa )

I hereby certify that The Knolls Subdivision Filing 3 was filed for record in the office of the County Clerk and Recorder of Mesa County at 3:12 P.M. on the 8th day of February A.D. 1999 in Book No. 16 Page 37-38  
 Page No. 37+38 Reception No. 1887596 Fees \$20.00 + \$10.00  
 Drawer No. 6574  
*Monika Todd*  
 Mesa County Clerk and Recorder

*Elicia Laaba*  
 Deputy

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that OP Development Company, LLC being the sole owner in fee simple of all of the property platted hereon and as described in the instrument recorded in Book 16, Page 37-38 in the records of the office of the Mesa County Clerk and Recorder which is in a portion of the SW 1/4 of the NE 1/4 of Section 1 Township 1 South, Range 1 West Ute Meridian, does hereby Plat said real property under the name and style of The Knolls Subdivision, Filing 3, a subdivision of a part of the City of Grand Junction, County of Mesa State of Colorado in accordance with the Plat shown hereon.

**DESCRIPTION OF THE KNOLLS, FILING 3**

Lot 1, Block 6 and Lot 1 Block 7 of Knolls Subdivision, Filing 2 as recorded in Plat Book 16 Page 87 in the records of the Mesa County Clerk and Recorder being more fully described as follows:

**Blocks One and Two**

Beginning at the northeasterly corner of Block One Knolls Subdivision Filing 3 which is identical with the northeasterly corner of Lot 1 Block 7 of the Knolls Subdivision Filing 2, whence the NE 1/16 corner of Section 1, T 1 S R 1 W, U M bears N 00° 00' 59" E, 33.00 feet

- Thence S 00° 00' 59" W, 639.29 feet
- Thence N 75° 12' 00" W, 279.90 feet
- Thence N 89° 57' 00" W, 252.00 feet
- Thence N 00° 00' 59" E, 120.00 feet
- Thence N 07° 31' 09" E, 44.28 feet
- Thence N 00° 00' 59" E, 230.00 feet
- Thence N 12° 47' 11" W, 451.3 feet
- Thence N 00° 00' 59" E, 180.00 feet
- Thence S 89° 57' 11" E, 526.84 feet to the point of beginning

Blocks One and Two as described above contains 7.015 acres more or less

And also

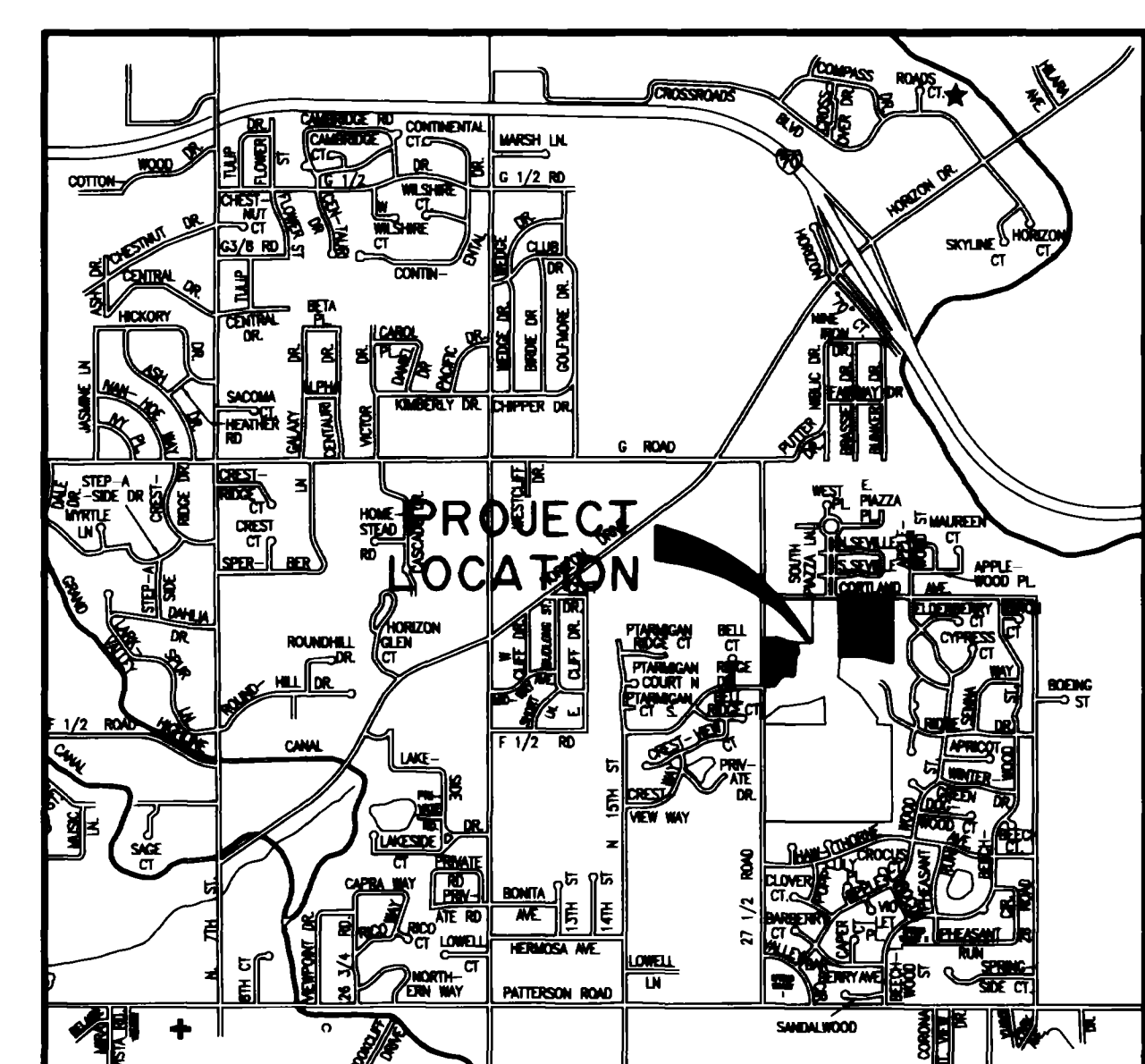
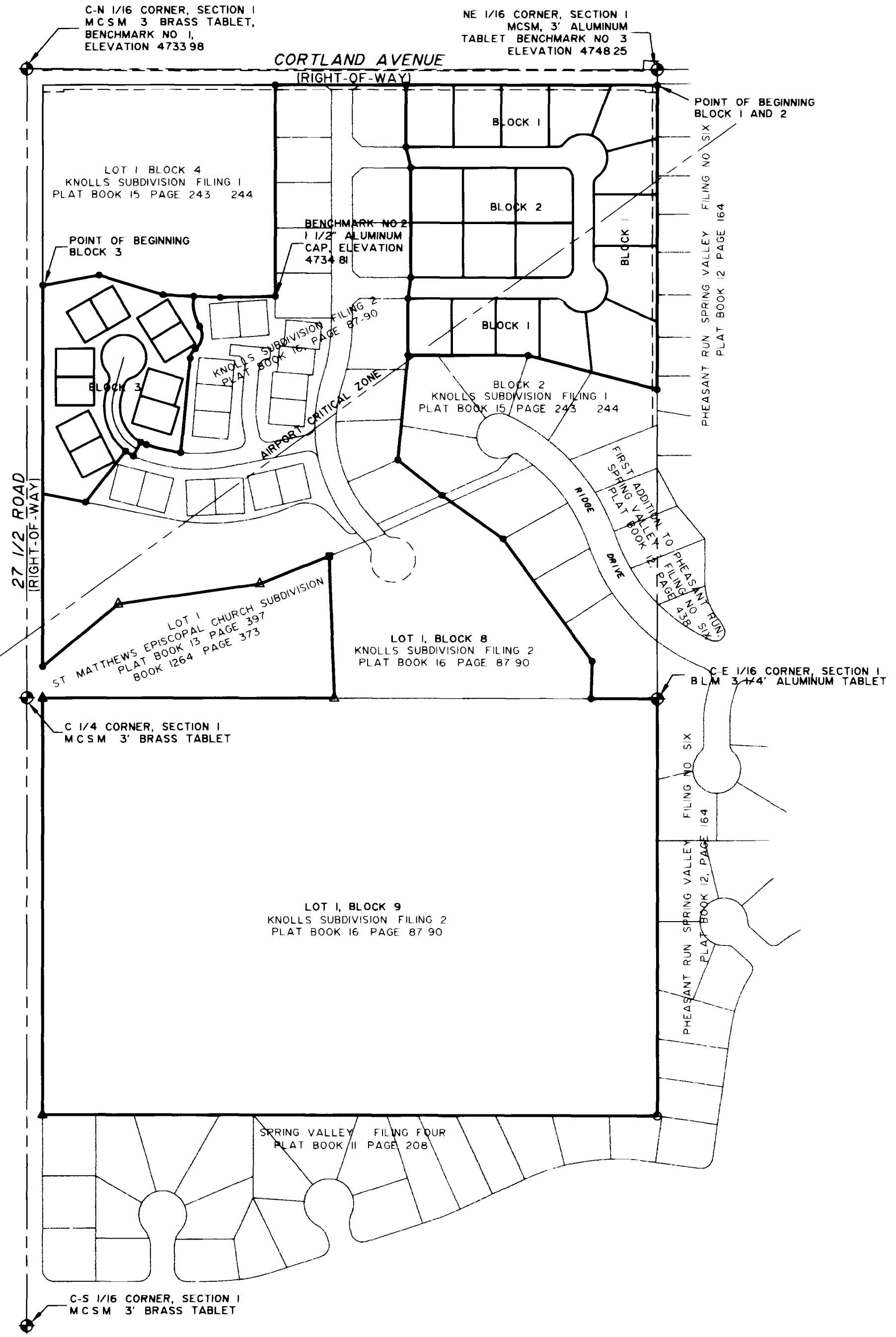
**Block Three**

Beginning at the northwesterly corner of Block Three Knolls Subdivision Filing 3, which is identical with the northwesterly corner of Lot 1, Block 6 of Knolls Subdivision Filing 2, whence the C-N 1/16 corner of Section 1, T 1 S R 1 W, U M bears N 04° 08' 27" W, 455.22 feet

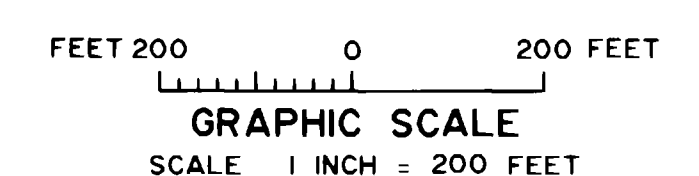
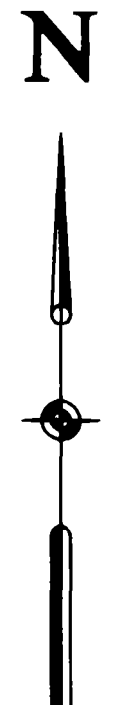
- Thence N 79° 41' 00" E, 120.00 feet
- Thence S 72° 44' 00" E, 140.00 feet
- Thence S 87° 26' 00" E, 64.25 feet
- Thence southeasterly 66.62 feet along the arc of a circular curve to the left with a radius of 104.00 feet, a delta of 36° 42' 03" and a chord bearing S 11° 30' 14" E, 65.48 feet
- Thence southwesterly 51.60 feet along the arc of a circular curve to the right with a radius of 36.00 feet a delta of 82° 07' 42" and a chord bearing S 11° 12' 36" W, 47.30 feet
- Thence southwesterly 23.59 feet along the arc of a circular curve to the left with a radius of 29.00 feet, a delta of 46° 36' 47" and a chord bearing S 28° 58' 03" W, 22.95 feet
- Thence S 05° 39' 40" W, 198.49 feet
- Thence northwesterly 73.59 feet along the arc of a circular curve to the right with a radius of 331.50 feet, a delta of 12° 43' 08" and a chord bearing of N 76° 58' 06" W, 73.44 feet
- Thence northwesterly 13.01 feet along the arc of a circular curve to the right with a radius of 83.50 feet a delta of 08° 55' 40" and a chord bearing of N 66° 08' 43" W, 13.01 feet
- Thence S 28° 19' 08" W, 33.00 feet
- Thence northwesterly 19.42 feet along the arc of a circular curve to the right with a radius of 116.50 feet a delta of 09° 32' 59" and a chord bearing of N 56° 54' 23" W, 19.40 feet
- Thence S 37° 52' 07" W, 136.95 feet
- Thence N 78° 39' 34" W, 91.62 feet
- Thence N 00° 00' 59" E, 437.84 feet to the point of beginning

Block Three, as described above contains 2.765 acres more or less

Final area of Knolls Filing 3, as described above contains 9.780 acres more or less (7.015 ac + 2.765 ac = 9.780 ac)



**VICINITY MAP**



**LEGEND**

- FOUND THIS SURVEY 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER INC 19597
- FOUND THIS SURVEY 5/8" REBAR WITH CAP MARKED L.S. 9960 IN CONCRETE
- FOUND THIS SURVEY 5/8" REBAR WITH CAP (ILLEGIBLE), IN CONCRETE
- FOUND THIS SURVEY 5/8" REBAR WITH CAP, MARKED L.S. 16413, IN CONCRETE
- ▲ FOUND THIS SURVEY BARE 5/8" REBAR IN CONCRETE
- ⊕ FOUND IN PLACE MONUMENT AS DESCRIBED
- T A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS AT ALL LOT CORNERS TO COMPLY WITH CRS-38-1-105(3A)

**AREA SUMMARY**

LOTS	6.869 AC ±	70.2%
ROADS	1.172 AC ±	12.0%
TRACT A	0.289 AC ±	3.0%
TRACT B	1.450 AC ±	14.8%
<b>TOTAL</b>	<b>9.780 AC ±</b>	<b>100%</b>

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

- All public streets and right-of-way to the City of Grand Junction for the use of the public forever.
- All multi-purpose easements to the City of Grand Junction for the use of the City and Public utilities as perpetual easements for the installation, operation maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines and also for the installation and maintenance of traffic control facilities, street lighting street trees and grade structures.
- All utility easements to the City of Grand Junction for the use of the City and Public utilities as perpetual easement for the installation, operation maintenance and repair of utilities and appurtenances thereto including but not limited to electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, water lines, telephone lines.
- All irrigation easements to the Homeowners Association for the benefit of the owners of the lots and tracts hereby platted as perpetual easements for the installation, operation maintenance and repair of private irrigation systems.
- Tract A as private streets to the owners (Property/Homeowners Association) of the lots of Block 5, Filing 2 and Block 3, Filing 3 hereby platted as perpetual easement for the purpose for 1) ingress and egress purposes for the common benefit and use of said lot owners and their invitees 2) use by the public utilities for installation, operation, maintenance and repair of utilities and appurtenances 3) use by public services, including but not limited to, postal services, trash collection, fire police and emergency vehicles, 4) drainage purpose for the conveyance of runoff water which originates within the area hereby platted of from upstream areas through natural or man-made facilities above or below ground.
- Tract B to the owners (Property/Homeowners Association) of the lots of Block 5, Filing 2 and Block 3, Filing 3, hereby platted for the purpose of common open space and as a perpetual easement for the installation, operation, maintenance and repair of private irrigation systems and as a perpetual easement for the purpose of pedestrian ingress, egress and parking purposes for the common benefit and use of said lot owners and their invitees.
- All Grand Valley Project easements to the US/GVWUA, its successors and assigns, for the installation, maintenance of irrigation and drainage facilities.

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

The undersigned certifies that no lending institution holds any encumbrance on the property shown hereon.

IN WITNESS WHEREOF I hereunto set my hand this 27th day of JAN. A.D. 1999

OP DEVELOPMENT COMPANY, LLC

*Robert C. Knappie*  
 Robert C. Knappie Managing Director

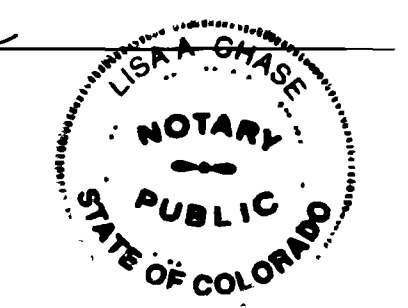
**ACKNOWLEDGEMENT OF OWNERSHIP**

State of Colorado )  
 ) ss  
 County of Mesa )

On this 27th day of Jan A.D. 1999 before me the undersigned officer, personally appeared Robert C. Knappie as Managing Director of OP Development Company LLC, and acknowledged that he executed the foregoing Certificate of Ownership for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal  
 My commission expires 4-15-1999

*Terra A. Chase*  
 Notary Public



**SURVEYOR'S CERTIFICATE**

I, Dean E. Ficklin, an employee of Banner Associates, Inc., and a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that the Final Plat of Knolls Subdivision Filing 3 located in the SW 1/4 of the NE 1/4 of Section 1, T 1 S, R 1 W, Ute Meridian shown hereon has been prepared under my direct supervision and accurately represents a survey conducted under my direct supervision. This survey complies with applicable requirements of the Zoning and Development Code of the City of Grand Junction and applicable laws and regulations of the State of Colorado to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 27 day of January A.D. 1999

*Dean E. Ficklin*  
 Dean E. Ficklin  
 P.L.S. No. 19597



**FINAL PLAT OF THE  
 KNOLLS SUBDIVISION, FILING 3**  
 LOCATED IN THE SW 1/4 OF  
 THE NE 1/4, OF SECTION 1,  
 T.1 S., R.1 W., UTE MERIDIAN,  
 MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC  
 GRAND JUNCTION, COLORADO

SCALE	JOB NO	DATE	SHEET NO
1" = 200'	8343-12	1-27-99	1 of 2

**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 3**  
 A REPLAT OF LOT 1, BLOCK 6 and LOT 1, BLOCK 7 OF KNOLLS SUBDIVISION, FILING 2  
 LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 1,  
 T1 S., R1 W., U.M., MESA COUNTY, COLORADO

**AREA SUMMARY**

LOTS	6 869 AC ±	70 2%
ROADS	1 172 AC ±	12 0%
TRACT A	0 289 AC ±	3 0%
TRACT B	1 450 AC ±	14 8%
<b>TOTAL</b>	<b>9 780 AC ±</b>	<b>100%</b>

C-N 1/16 CORNER, SECTION 1,  
 M.C.S.M., 3 BRASS TABLET,  
 BENCHMARK NO. 1,  
 ELEVATION 4733.98'

EASEMENT GRANTED TO THE  
 GRAND VALLEY PROJECT  
 AND THE CITY OF GRAND JUNCTION  
 (PLAT BOOK 15, PAGE 243-244)

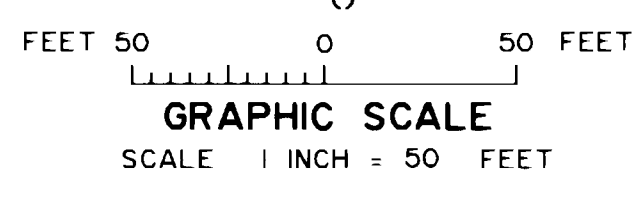
NE 1/16 CORNER, SECTION 1  
 M.C.S.M. - 3 ALUMINUM TABLET  
 BENCHMARK NO. 3  
 ELEVATION 4748.25'

**LEGEND**

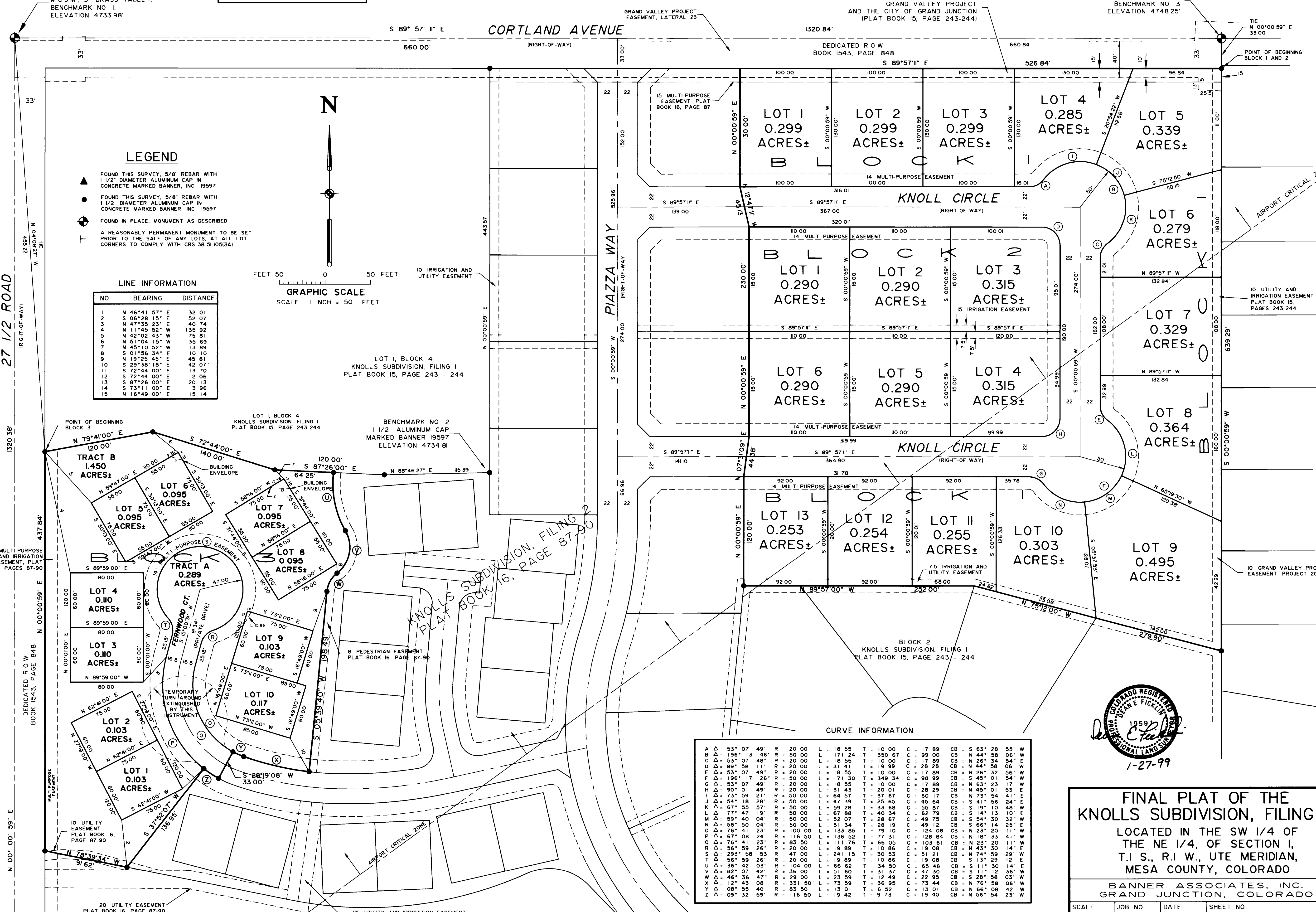
- ▲ FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC 19597
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER INC 19597
- ⊕ FOUND IN PLACE, MONUMENT AS DESCRIBED
- A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-51109(3A)

**LINE INFORMATION**

NO	BEARING	DISTANCE
1	N 46°41'57" E	32.01
2	S 06°28'15" E	52.07
3	N 47°35'23" E	40.74
4	N 11°45'52" W	135.92
5	N 42°02'43" W	75.81
6	N 51°04'15" W	35.69
7	N 45°10'52" W	13.89
8	S 01°56'34" E	10.10
9	N 19°25'45" E	45.81
10	S 29°38'18" E	42.07
11	S 72°44'00" E	13.70
12	S 72°44'00" E	2.06
13	S 87°26'00" E	20.13
14	S 73°11'00" E	3.96
15	N 16°49'00" E	15.14



LOT 1, BLOCK 4  
 KNOLLS SUBDIVISION, FILING 1  
 PLAT BOOK 15, PAGE 243 - 244



**CURVE INFORMATION**

A Δ = 53° 07' 49" R = 20 00	L = 18 55	T = 10 00	CC = 17 89	CB = S 63° 28' 55" W
B Δ = 196° 13' 46" R = 50 00	L = 171 24	T = 350 67	CC = 99 00	CB = N 44° 58' 06" W
C Δ = 53° 07' 48" R = 20 00	L = 18 55	T = 10 00	CC = 17 89	CB = N 26° 34' 54" E
D Δ = 89° 58' 11" R = 20 00	L = 31 41	T = 19 99	CC = 28 28	CB = N 44° 58' 06" W
E Δ = 53° 07' 49" R = 20 00	L = 18 55	T = 10 00	CC = 17 89	CB = N 26° 32' 56" W
F Δ = 196° 17' 26" R = 50 00	L = 171 30	T = 349 34	CC = 98 99	CB = S 45° 01' 54" W
G Δ = 53° 07' 49" R = 20 00	L = 18 55	T = 10 00	CC = 17 89	CB = N 63° 23' 17" W
H Δ = 90° 01' 49" R = 20 00	L = 31 43	T = 20 01	CC = 28 29	CB = N 45° 01' 53" E
I Δ = 73° 59' 21" R = 50 00	L = 64 57	T = 37 67	CC = 60 17	CB = N 73° 54' 41" E
J Δ = 54° 18' 28" R = 50 00	L = 47 39	T = 25 65	CC = 45 64	CB = S 41° 56' 24" E
K Δ = 67° 55' 57" R = 50 00	L = 59 28	T = 33 68	CC = 55 07	CB = S 19° 10' 48" W
L Δ = 77° 47' 19" R = 50 00	L = 67 88	T = 40 34	CC = 62 79	CB = S 14° 13' 10" E
M Δ = 59° 40' 04" R = 50 00	L = 52 07	T = 28 67	CC = 49 75	CB = S 54° 30' 32" W
N Δ = 58° 50' 04" R = 50 00	L = 51 34	T = 28 19	CC = 49 12	CB = S 66° 14' 25" E
O Δ = 76° 41' 23" R = 100 00	L = 133 85	T = 79 10	CC = 124 08	CB = N 23° 20' 11" W
P Δ = 67° 08' 24" R = 116 50	L = 136 52	T = 77 31	CC = 128 84	CB = N 18° 33' 41" W
Q Δ = 76° 41' 23" R = 83 50	L = 111 76	T = 66 05	CC = 103 61	CB = N 23° 20' 11" W
R Δ = 293° 58' 53" R = 47 00	L = 241 15	T = 30 53	CC = 19 08	CB = N 43° 30' 14" E
S Δ = 56° 59' 26" R = 20 00	L = 19 89	T = 10 86	CC = 19 08	CB = S 13° 29' 12" E
T Δ = 36° 42' 03" R = 104 00	L = 66 62	T = 34 50	CC = 65 48	CB = S 11° 30' 14" E
V Δ = 84° 07' 42" R = 36 00	L = 51 60	T = 31 37	CC = 47 30	CB = S 11° 12' 36" W
W Δ = 46° 36' 47" R = 29 00	L = 23 59	T = 12 49	CC = 22 95	CB = S 28° 56' 03" W
X Δ = 12° 43' 08" R = 331 50	L = 73 59	T = 36 95	CC = 73 44	CB = N 76° 58' 06" W
Y Δ = 08° 55' 40" R = 83 50	L = 13 01	T = 6 52	CC = 13 01	CB = N 66° 08' 42" W
Z Δ = 09° 32' 59" R = 116 50	L = 19 42	T = 9 73	CC = 19 40	CB = N 56° 54' 23" W



**FINAL PLAT OF THE  
 KNOLLS SUBDIVISION, FILING 3**  
 LOCATED IN THE SW 1/4 OF  
 THE NE 1/4, OF SECTION 1,  
 T.1 S., R.1 W., UTE MERIDIAN,  
 MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.  
 GRAND JUNCTION, COLORADO

SCALE	JOB NO	DATE	SHEET NO
1" = 50'	8343-12	1-27-99	2 of 2



FPP-1998-0109  
PR-2.7

TCP-Ø  
SIF-292.-  
CENSUS-10  
TRAFFIC-21

**FINAL PLAT OF THE KNOLLS SUBDIVISION, FILING 3**  
A REPLAT OF LOT 1, BLOCK 6 and LOT 1, BLOCK 7 of KNOLLS SUBDIVISION, FILING 2  
LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 1,  
T.1 S., R.1 W., U.M., MESA COUNTY, COLORADO

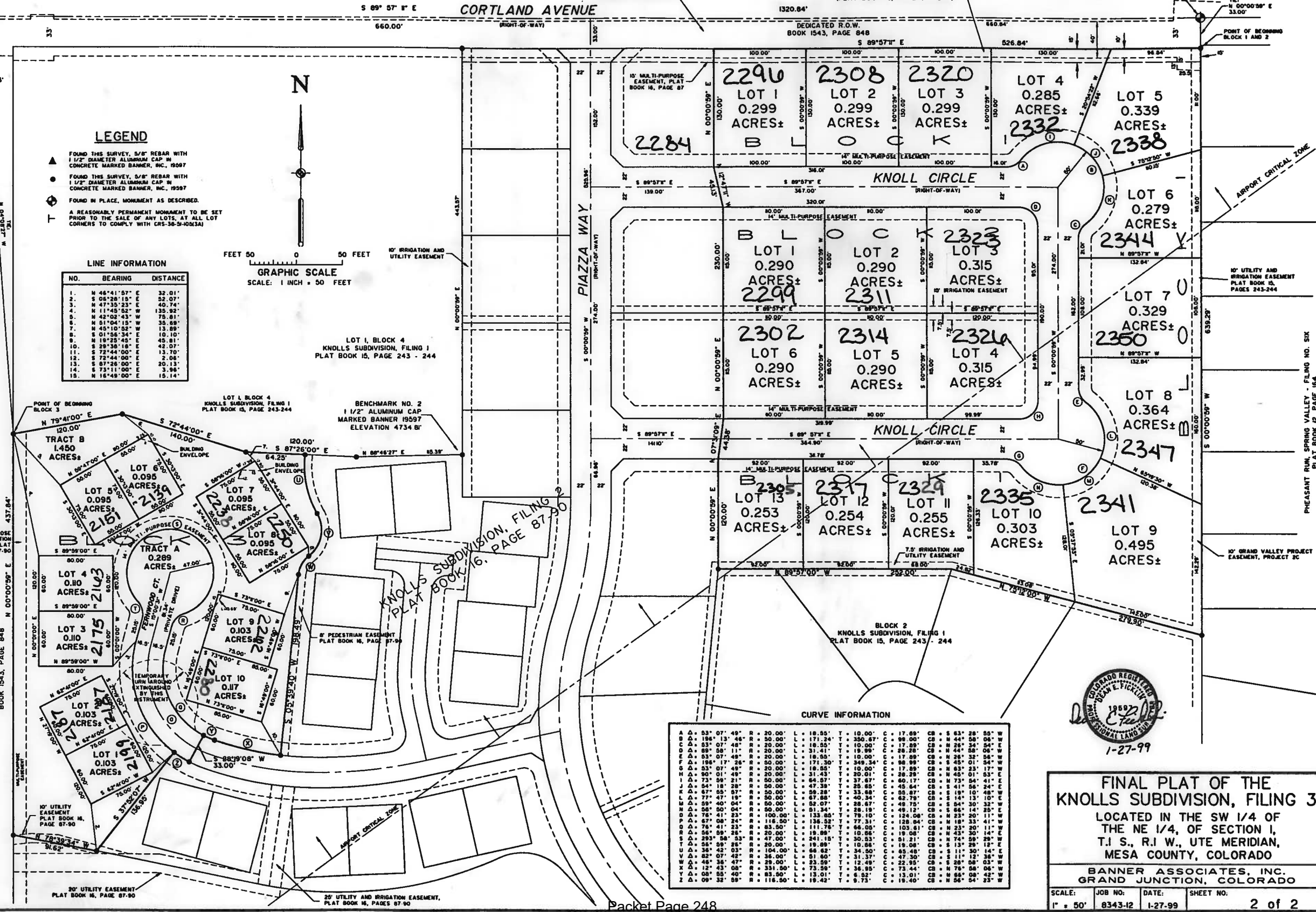
**AREA SUMMARY**

LOTS	6.959 AC.±	70.2%
ROADS	1.172 AC.±	12.0%
TRACT A	0.288 AC.±	3.0%
TRACT B	1.450 AC.±	14.8%
<b>TOTAL</b>	<b>9.780 AC.±</b>	<b>100%</b>

C-M 1/16 CORNER, SECTION 1,  
M.C.S.M., 3" BRASS TABLET,  
BENCHMARK NO. 1,  
ELEVATION 4733.98'

EASEMENT GRANTED TO THE  
GRAND VALLEY PROJECT  
AND THE CITY OF GRAND JUNCTION  
[PLAT BOOK 15, PAGE 243-244]

NE 1/16 CORNER, SECTION 1  
MCSM - 3" ALUMINUM TABLET  
BENCHMARK NO. 3  
ELEVATION 4748.25'

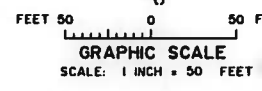


**LEGEND**

- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED BANNER, INC., 1997
- FOUND IN PLACE, MONUMENT AS DESCRIBED.
- A REASONABLY PERMANENT MONUMENT TO BE SET PRIOR TO THE SALE OF ANY LOTS, AT ALL LOT CORNERS TO COMPLY WITH CRS-38-5-1003(A)

**LINE INFORMATION**

NO.	BEARING	DISTANCE
1.	N 45°41'57" E	32.01'
2.	S 05°28'15" E	32.07'
3.	N 47°35'23" E	40.74'
4.	N 11°45'52" E	135.92'
5.	N 42°02'43" W	75.81'
6.	N 01°04'15" W	35.69'
7.	N 45°10'32" E	13.89'
8.	N 01°56'34" E	10.10'
9.	N 0°25'45" E	45.81'
10.	S 28°38'18" E	42.07'
11.	S 72°44'00" E	13.70'
12.	S 72°44'00" E	2.08'
13.	S 07°26'00" E	20.13'
14.	S 73°11'00" E	3.98'
15.	N 16°48'00" E	15.14'



LOT 1, BLOCK 4  
KNOLLS SUBDIVISION, FILING 1  
PLAT BOOK 15, PAGE 243 - 244

BENCHMARK NO. 2  
1 1/2" ALUMINUM CAP  
MARKED BANNER 19597  
ELEVATION 4734.81'

**CURVE INFORMATION**

A	Δ	53° 07' 49"	R	20.00'	L	19.55'	T	10.00'	C	17.69'	CB	S 63° 28' 59" W
B	Δ	186° 13' 48"	R	30.00'	L	171.24'	T	250.87'	C	98.00'	CB	N 44° 58' 08" W
C	Δ	89° 58' 11"	R	20.00'	L	10.55'	T	10.00'	C	17.89'	CB	N 26° 34' 54" E
D	Δ	89° 58' 11"	R	20.00'	L	31.41'	T	19.99'	C	26.28'	CB	N 44° 58' 08" W
E	Δ	53° 07' 49"	R	20.00'	L	10.55'	T	10.00'	C	17.89'	CB	N 26° 34' 54" E
F	Δ	186° 17' 26"	R	20.00'	L	171.30'	T	349.34'	C	98.99'	CB	S 45° 01' 54" E
G	Δ	53° 07' 49"	R	20.00'	L	10.55'	T	10.00'	C	17.89'	CB	N 63° 23' 17" W
H	Δ	89° 58' 11"	R	20.00'	L	31.43'	T	20.01'	C	26.29'	CB	N 45° 01' 41" E
I	Δ	73° 59' 21"	R	50.00'	L	47.37'	T	37.67'	CB	N 73° 04' 53" E		
J	Δ	04° 18' 28"	R	50.00'	L	47.38'	T	25.65'	CB	S 41° 56' 24" E		
K	Δ	67° 35' 07"	R	50.00'	L	59.28'	T	33.88'	CB	S 19° 10' 48" E		
L	Δ	67° 35' 07"	R	50.00'	L	87.88'	T	40.38'	CB	S 14° 13' 10" E		
M	Δ	59° 40' 04"	R	50.00'	L	52.07'	T	28.67'	CB	S 54° 30' 32" W		
N	Δ	58° 50' 04"	R	50.00'	L	51.34'	T	28.19'	CB	S 56° 14' 35" E		
O	Δ	76° 41' 23"	R	100.00'	L	133.95'	T	78.19'	CB	N 23° 20' 11" E		
P	Δ	76° 41' 23"	R	116.50'	L	136.32'	T	77.31'	CB	N 18° 33' 41" W		
Q	Δ	76° 41' 23"	R	93.50'	L	111.78'	T	64.05'	CB	N 23° 20' 11" E		
R	Δ	56° 58' 25"	R	20.00'	L	19.88'	T	19.88'	CB	N 23° 20' 11" E		
S	Δ	293° 58' 53"	R	47.00'	L	241.15'	T	30.53'	CB	N 74° 59' 29" E		
T	Δ	56° 58' 25"	R	20.00'	L	19.89'	T	19.88'	CB	S 13° 29' 12" E		
U	Δ	35° 42' 03"	R	104.00'	L	66.82'	T	34.50'	CB	S 11° 30' 14" E		
V	Δ	82° 07' 42"	R	36.00'	L	51.60'	T	31.37'	CB	S 11° 12' 36" W		
W	Δ	48° 36' 47"	R	29.00'	L	23.59'	T	12.49'	CB	S 28° 58' 03" W		
X	Δ	17° 43' 08"	R	331.50'	L	73.59'	T	36.85'	CB	N 78° 58' 08" W		
Y	Δ	08° 58' 40"	R	83.50'	L	13.01'	T	6.82'	CB	N 86° 08' 42" W		
Z	Δ	08° 58' 40"	R	116.50'	L	19.42'	T	9.73'	CB	N 86° 08' 42" W		



**FINAL PLAT OF THE  
KNOLLS SUBDIVISION, FILING 3**  
LOCATED IN THE SW 1/4 OF  
THE NE 1/4, OF SECTION 1,  
T.1 S., R.1 W., UTE MERIDIAN,  
MESA COUNTY, COLORADO

BANNER ASSOCIATES, INC.  
GRAND JUNCTION, COLORADO

SCALE:	JOB NO:	DATE:	SHEET NO.
1" = 50'	8343-12	1-27-99	2 of 2

**CITY OF GRAND JUNCTION, COLORADO**

**ORDINANCE NO.**

**AN ORDINANCE ACCEPTING FERNWOOD COURT IN THE  
KNOLLS SUBDIVISION AS A PUBLIC STREET**

Recitals:

In 2004 Fernwood Court, in the Knolls Subdivision, was platted as a private street due to road geometries not meeting City street design standards in place at the time at that time. Since then the City has adopted Transportation Engineering Design Standards (TEDS) which provide for alternative street designs. The City Development Engineer has compared Fernwood Court with the applicable TEDS standards and has determined that Fernwood Court satisfies the current standards and requirements for an alternative street design.

The Ravenna Hills Homeowners Association (RHHOA) has submitted a request for the City to assume maintenance of Fernwood Court and has provided the approved TEDS exception study. A copy of that request is attached. The RHHOA has agreed to pay for repairs to concrete and pay the cost to overlay the street in 2022 collectively "Maintenance Work" all to be performed to City standards. Because Fernwood Court was not dedicated to the City with the Knolls Subdivision approval, the HOA and OP Development Company LLC will need to execute Quit Claim Deeds to the City.

With the City Council's approval of this ordinance and following completion of the Maintenance Work, and recordation of the Deeds, the City will accept Fernwood Court as a public street of the City of Grand Junction.

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

Fernwood Court, as platted as part of *The Knolls Subdivision Filing 2* and *The Knolls Subdivision Filing 3* be accepted as a public street on satisfaction of the conditions and as otherwise provided herein.

Introduced on first reading this 3<sup>rd</sup> day of November 2021 and ordered published in pamphlet form.

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



ATTEST:

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Wanda Winkelmann  
City Clerk

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C.B. McDaniel  
President of the City Council



## Grand Junction City Council

### Regular Session

Item #5.a.iii.

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**Meeting Date:** November 17, 2021

**Presented By:** Ken Sherbenou, Parks and Recreation Director

**Department:** Parks and Recreation

**Submitted By:** Ken Sherbenou

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### **Information**

#### **SUBJECT:**

An Ordinance Regarding the Zip Line from Eagle Rim to Las Colonias, a Lease and Agreement and Second Amendment to Cooperative Agreement

#### **RECOMMENDATION:**

Staff recommends approval of the ordinance, agreement and lease as presented.

#### **EXECUTIVE SUMMARY:**

Bonsai Design (Bonsai) has agreed to build a 1,000+ foot Zip Line from Eagle Rim Park to Las Colonias Park. After significant analysis and discussion among City staff and Bonsai, as well as two public meetings, the launch tower was selected to be located in a small landscaped area west of the western shelter at Eagle Rim. This site minimizes disturbance to surrounding neighbors, it allows for minimal interruption of existing park amenities and it affords an experience to the user that meets the goals of the Zip Line.

Included in the Council packet is a second amendment to the cooperative agreement with updated timelines, the ordinance, a site lease for the lease of the affected parkland and an operations and maintenance agreement. These documents lay out the timeline for the Zip Line planning, construction and opening. They specify the area to be leased to Bonsai to build the Zip Line launch. Lastly, the operations and maintenance agreement describes the operational plan for the Zip Line including such elements as cost, maintenance, safety and defining the roles of both Bonsai and the City.

The agreements specify Bonsai will build a Zip Line of at least a retail value of \$600,000 from Eagle Rim Park just west of the west shelter to Las Colonias Park at the north end of the butterfly pond. The Zip Line will be completed on or before May 31, 2022.

## **BACKGROUND OR DETAILED INFORMATION:**

Bonsai Design (Bonsai) has been centrally involved in the evolution Las Colonias, especially with such signature elements as the River Park at Las Colonias and the Butterfly Lake. The Zip Line at Las Colonias is the next destination level amenity to be added to the park. As a part of the agreement and public-private partnership with Bonsai, Bonsai agreed to build and maintain the zipline.

The following documents are attached that further define this amenity from Eagle Rim Park to Las Colonias Park:

1. The ordinance, site lease, and the operations and maintenance agreement, including the legal descriptions of the leased land.
2. The second amendment to the cooperative agreement.
3. The final three Zip Line alignments that were considered by PRAB and attendees at the Zip Line public meeting.

The Parks and Recreation Advisory Board discussed the alignment of the Zip Line at their regularly scheduled August 5th, 2021 meeting. After much discussion, Michele Vion made a motion for the Parks and Recreation Advisory Board to recommend supporting the green alignment/option 2 for the Zip Line between Eagle Rim and Las Colonias Parks. The motion was seconded by Kyle Gardner and carried unanimously (9-0). At the August 9th, 2021 community meeting held at Eagle Rim, over 40 attendees discussed the Zip Line and its location at Eagle Rim. Thaddeus Schrader, CEO of Bonsai, was the lead presenter. After lengthy questions from surrounding residents, attendees voted for their preferred alignment. Nearly all attendees expressed a preference for the green launch location, the same as the PRAB. This can be seen in attachment #3.

## **FISCAL IMPACT:**

The Zip Line will generate an annual lease payment \$1,069 per year plus a revenue share of \$2 per adult participant and \$1 per youth participant for each regularly priced zip ride.

## **SUGGESTED MOTION:**

I move to (adopt/deny) Ordinance No. 5041, an ordinance approving a lease within Eagle Rim Park for a zip line launch and a zip line landing within Las Colonias Park and the corresponding agreement, as well as the second amendment to the cooperative agreement, with Bonsai Aerial Adventures as presented on final passage and order final publication in pamphlet form.

## **Attachments**

1. Zipline Lease Agreement Ordinance
2. AGR-Second Amendment to Cooperative Agreement 111021 final
3. Alternate Zip Line Layouts





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

**AN ORDINANCE APPROVING A LEASE WITHIN EAGLE RIM PARK FOR A ZIP LINE LAUNCH AND A LEASE FOR A ZIP LINE LANDING WITHIN LAS COLONIAS PARK**

Recitals:

The City of Grand Junction (City) and Bonsai Aerial Adventures (Bonsai) have agreed to certain terms and conditions by which the City will lease certain property within Eagle Rim and Las Colonias Parks for use as a zip line launch and landing. Those terms and conditions have been reduced to an agreement (Lease) by and between the City and Bonsai. The zip line launch and landing shall be referred collectively in the Lease as the “Bonsai Improvements” or may, as the context requires be referred to as “Eagle Rim Improvements” which are comprised of the zip line launch and the “Las Colonias Improvement” which is comprised of the zip line landing.

The primary term of the Lease shall be twenty-five years, with consideration for a renewed lease thereafter for a term to be then determined.

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

Section 1. *Approval.* The Lease agreement for the Bonsai Improvements and the attached Exhibits, the legal descriptions, are hereby approved. The City Manager is hereby authorized to execute the Lease by and on behalf of the City of Grand Junction, Colorado.

Section 2. *Severability.* If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 3. *Safety Clause.* The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

PASSED, APPROVED AND ADOPTED ON FIRST READING this \_\_\_\_ day of November 2021 by the City Council of the City of Grand Junction, Colorado.

PASSED AND APPROVED this \_\_\_\_ day of November 2021.

---

C.B. McDaniel  
President of the City Council

Attest:

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Wanda Winkelmann  
City Clerk

## **ZIP LINE LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is executed this \_\_\_ day of \_\_\_\_, 2021, by and between the City of Grand Junction, a Colorado home rule municipal corporation ("City"), whose address is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, and Bonsai Aerial Adventures – Grand Junction, LLC, a Colorado limited liability company ("Lessee"), whose address is 1601 Riverfront Drive, Grand Junction, CO 81501.

### Section 1. General

1.1 Consideration. City enters into this Lease in consideration of the payment by Lessee of the rents herein reserved and the keeping, observance and performance by Lessee of the covenants and agreements of Lessee herein contained.

1.2 Purpose. The purpose of this Lease is to permit Lessee to establish a dual zip line ("Zip Line") to be used for research and development, new and existing client marketing, demonstrations and training classes, and public use ("Zip Line Activities") within a portion of the Eagle Rim and Las Colonias Parks. Such Zip Line Activities shall be undertaken in accordance with the Cooperative Agreement dated March 29, 2018 as amended ("Cooperative Agreement") as supplemented by the Operational Plan ("Plan") which Plan is included by this reference as if fully set forth. The facilities to operate the Zip Line Activities installed or constructed by Lessee shall be referred to as the "Bonsai Improvements."

### Section 2. Leased Premises and Term

2.1 Leased Premises. City hereby leases to Lessee, and Lessee hereby leases from City, the premises as defined in the Exhibits, attached, ("Leased Premises") for the Lease Term, subject to existing covenants, conditions, restrictions, easements, and encumbrances affecting the same. The employees, agents, and contractors of Lessee shall be afforded rights to access, operate and maintain the Leased Premises and the Zip Line Activities as agents of the Lessee under this Lease.

2.2 Lease Term. The primary term of this Lease shall be twenty-five years, commencing January 1, 2022 and ending January 1, 2046 ("Primary Term"). Upon the expiration of the Primary Term, if Lessee is not in default of this Lease, Lessee shall have the option to extend the lease term for one additional 15-year term, upon the same terms and conditions set forth in the Lease ("Option Term"). The Primary Term and Option Term, if



applicable, shall be referred to herein as the "Lease Term." The Primary Term shall automatically extend into the Option Term, unless Lessee gives notice to City of its election to terminate the Lease Term. Such notice shall be given to City not sooner than 180 days and not later than 90 days prior to the expiration of the Primary Term. As used herein, a "Lease Year" is the 12 months commencing on the anniversary date of the commencement of the Lease Term.

2.3 Covenant of Quiet Enjoyment. City covenants and agrees that, provided Lessee is not in default and keeps, observes and performs the covenants and agreements contained in this Lease, Lessee shall have quiet and peaceable possession of the Leased Premises over which the City has authority and such possession shall not be disturbed or interfered with by City. Lessee acknowledges and agrees that the Las Colonias Development Corporation ("LCDC") has authority over a portion of the Leased Premises and that a separate lease agreement and covenants will need to be secured from LCDC. Lessee, its employees, agents, and contractors and customers, shall have access to the Leased Premises only during normal hours of Eagle Rim and Las Colonias Parks, as prescribed in the Grand Junction Municipal Code (GJMC), and in accordance with the City and LCDC lease agreements.

2.4 Condition of Leased Premises. Lessee has inspected the condition of Leased Premises prior to execution of this Lease and accepts the same as being suitable for the intended use, which includes the construction of the Bonsai Improvements. Lessee covenants and agrees that, upon taking possession of the Leased Premises, Lessee shall be deemed to have accepted the Leased Premises "as is." The City makes no warranty or representation, express or implied, in respect to any of the Leased Premises or any part thereof either as to its fitness for use, design or condition for any particular use or purpose, or otherwise, as to the suitability of the Leased Premises for construction or maintenance of the Bonsai Improvements necessary or required to conduct the Zip Line Activities, it being agreed that all such risks are to be borne by Lessee.

2.5 Improvements to Leased Premises. No improvements shall be made to or constructed upon the Leased Premises unless and until the final plans and specifications for such improvements have been approved by City and LCDC. The Bonsai Improvements shall be constructed in strict accordance with such approved plans and specifications. Lessee shall not make any further alterations, additions or improvements to the Leased Premises and/or the Bonsai Improvements without obtaining the written consent of the City, which consent shall not be unreasonably withheld.

2.6 Permitted Use. Lessee shall use and occupy the Leased Premises solely for the purpose of constructing the Bonsai Improvements and conducting the Zip Line Activities. The Zip Line Activities shall be undertaken in accordance with the Cooperative Agreement and the Plan. Lessee shall submit an updated Plan for City review and approval biannually, by the beginning of odd numbered years. Both parties reserve the right to review and request amendments or changes to the Plan during any Lease Year, as determined to be reasonably necessary. The Leased Premises shall not be used for any other purpose without the prior written consent of City, which City may withhold at its sole discretion. Lessee shall not use the Leased Premises for any other commercial activity other than the Zip Line Activities unless authorized by City through the issuance of a Special Events permit or amendment of this Lease.

2.7 Public Use of Leased Premises. The general public shall have access to use the Bonsai Improvements in accordance with the Plan. Lessee shall not be in violation or default of this Lease to the extent that it limits public access to those areas of the Leased Premises that Lessee and City agree in writing be inaccessible to the general public.

### Section 3. Rent for Leased Premises

#### 3.1 Rent.

Lessee covenants and agrees to pay to City, without offset, deduction or abatement, Rent for the full Lease Term. "Rent" is and shall be comprised of two parts, including Base Rent and Participation Rent.

Base Rent shall be established at prevailing commercial value of leasable land at Las Colonias at the time of execution and shall use the prevailing method of assessment of commercial land lease rate which is 4.5% of the Leased Premises per square foot sale value on an annual basis. Based on such methodology, the initial Base Rent shall be \$1,069.00 per year. Base Rent shall be due on January 2 of each Lease Year. Participation Rent shall be paid at a rate of: \$2 per adult participant, and \$1 per each youth participant when ticketed at full price; \$1 per adult or \$.50 per youth ticket sold under promotional or special rates; and no Participation Rent shall be due for School District 51 trips given preferential rates as part of school sponsored outings. Biannually on even numbered years, a 4% escalator shall be added to Base Rent and Participation Rent. School District 51 schools within the City Limits will be granted preferential rates for Zip line trips as part of school sponsored outings. Participation Rent shall be paid in arrears for each Lease Year by March 31 for the prior Lease Year. City shall have the right to review during Lessee's normal business days and

hours on three days' written notice Lessee's participant records/records used to determine Participant Rent payable to the City.

### 3.2 Place of Payments.

Rent and other sum(s) payable by Lessee to City under this Lease and/or the Plan shall be paid to City at the address set forth above, or such other place as City may, from time to time, designate by written notice delivered by certified mail.

### 3.3 Base Rent Absolute.

Base Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that the Lease shall continue for the full Lease Term notwithstanding any occurrence preventing or restricting use and occupancy of the Leased Premises, including any damage or destruction affecting the Leased Premises, and any action by governmental authority relating to or affecting the Leased Premises, except as otherwise specifically provided in this Lease.

## Section 4. Insurance.

4.1 Casualty and Liability Insurance. Lessee agrees to procure and maintain, at its own cost, the following policies of insurance. Lessee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Lease by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Lessee shall procure and maintain and shall cause each subcontractor of the Lessee to procure and maintain the minimum insurance coverages listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained from the date of commencement of this Lease. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers Compensation insurance shall be held during the Lease Term by the Lessee to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this Lease. The Lessee's Employer's Liability insurance shall have a minimum limit of FIVE HUNDRED THOUSANDS DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease-policy for each employee.

B. Commercial General Liability insurance shall be held during the Lease Term by the Lessee with a minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) for each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to the Leased Premises and the Zip Line Activities and operations in support or furtherance thereof on the Leased Premises. The policy shall include coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interest's provision.

C. Only if automobiles are used in connection with the Zip Line Activities, Automobile Liability Insurance shall be held during the Lease Term by the Lessee with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Zip Line Activities. The policy shall contain a severability of interest's provision.

The policies required above, except Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the City, its officers and employees, as an additional named insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Lessee. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Lessee shall be solely responsible for any deductible losses under each of the policies required above.

Certificates of insurance shall be completed by Lessee's insurer as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City. Each certificate shall identify the Lease and the Zip Line Activities arising out of and under the Lease and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.



Failure on the part of Lessee to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may in its discretion procure or renew any such policy or any extended connection therewith, and all monies so paid by the City shall be repaid by Lessee to the City upon demand, or the City may offset the cost of the premiums against any monies due to Lessee from the City.

The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as from time to time amended, or otherwise available to City, its officers, or its employees,

#### Section 5. Utility, Operating, Maintenance and Repair Expenses.

5.1 Utility Charges. Lessee shall promptly pay all fees, taxes, costs and charges for all services, including trash, water, sewer, communications, and any other service(s) for Lessee's Zip Line Activities. If Lessee uses a service provided by City, Lessee shall pay City the fee(s) and charge(s) for the services.

5.2 Operating Expenses. Lessee covenants and agrees to pay all costs and expenses of the Zip Line Activities, including costs and expenses for utilities, labor, equipment and supplies associated with the Zip Line.

5.3 Maintenance and Repair Expenses. Lessee shall make, at Lessee's sole expense, all repairs to the Bonsai Improvements necessary to maintain the Bonsai Improvements in a safe operating condition in conformance with any regulatory requirements. Any damage or destruction to the Bonsai Improvements shall be promptly repaired or replaced by Lessee. This includes any and all vandalism, repairs of which must be completed by the Lessee. Lessee shall be responsible for constructing any necessary access (sidewalks, trails, paths) leading to the Bonsai Improvements located on the Leased Premises and maintaining the same in a safe condition. The City shall maintain the pathways and park lands not located within the Leased Premises to City standards.

5.4 Engineering. Engineering plans and drawings, operational manuals, inspection records and certifications of Lessee related to the Zip Line Activities shall be made available to City for inspection. All improvements shall be appropriate engineering and permitted by Mesa County Building Department and any other regulatory agency having jurisdiction.

## Section 6. Other Covenants of Lessee

6.1 Use by Lessee. Lessee covenants and agrees to use the Leased Premises solely for the Zip Line Activities, operated in accordance with the Plan and in compliance with all rules and regulations, and any and all other zoning or ordinance restrictions required by any applicable governmental authority. The Zip Line Activities shall be conducted in a business-like manner and in conformance with all applicable regulations.

6.2 Compliance with Laws. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises in violation of any law, ordinance, order, rule or regulation of any governmental authority having jurisdiction and that the Leased Premises shall be used, kept and maintained in compliance with any such law, ordinance, order, rule or regulation.

6.3 Compliance with Insurance Requirements. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises which might impair or increase the cost of insurance maintained with respect to the Leased Premises or the Property, which might increase the insured risks or which might result in cancellation of any such insurance.

6.4 No Waste, Hazardous Waste, Hazardous Substances or Impairment of Value. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises which might impair the value of the Leased Premises or which would constitute waste or Hazardous Substances except that Lessee may use Hazardous Substances in the Leased Premises. The term Hazardous Substance as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release is either (i) regulated or monitored by any governmental authority or (ii) a basis for potential liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and or crude oil or any products, by products or fractions thereof.

6.5 No Hazardous Use. Lessee covenants and agrees that nothing shall be done or kept on the Leased Premises and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Leased Premises which might be unsafe or hazardous to any person or property.

6.6 No Nuisance, Noxious or Offensive Activity. Lessee covenants and agrees that no noxious or offensive activity shall be carried on upon the Leased Premises nor shall anything be done or kept on the Leased

Premises which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others on adjacent or nearby property.

6.7 No Mechanic's Liens. Lessee covenants and agrees not to permit or suffer, and to cause to be removed and released, any mechanic's, materialmen's or other lien(s) on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of the Leased Premises by, through or under Lessee. Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that, on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with interests and costs and will cause the lien to be released and any judgment satisfied.

6.8 Assignment and Subletting. Lessee shall not have the right to make or permit a Transfer by Lessee, as defined herein, without the City's prior written consent, which consent may be withheld by City in its sole and absolute discretion. For purposes of this Lease, a "Transfer by Lessee" shall include an assignment of this Lease, a sublease of all or any part of the Leased Premises or any assignment, sublease, transfer, mortgage, pledge or encumbrance of all or any part of Lessee's interest under this Lease or in the Leased Premises, by operation of law or otherwise, or the use or occupancy of all or any part of the Leased Premises by anyone other than Lessee. Any such transfer shall not release Lessee of its obligations under this Lease. At the time the request for a Transfer is made, the proposed sub-Lessee or assignee shall submit complete financial statements and plan obligations to City.

6.9 Payment of Income and Other Taxes. Lessee covenants and agrees to pay promptly when due all personal property taxes on personal property of Lessee on the Leased Premises and all federal, state and local income taxes, sales taxes, use taxes, Social Security taxes, unemployment taxes and taxes withheld from wages or salaries paid to Lessee's employees.

6.10 City Right to Inspect and Leased Premises. Lessee covenants and agrees that City and the authorized representatives of City, including City's self-insurance pool, Colorado Intergovernmental Risk Sharing Agency (CIRSA), shall have the right but not the obligation to enter the Leased Premises at any reasonable time during ordinary business hours for the purposes of inspecting, repairing or maintaining the same or performing any obligations of Lessee, which Lessee has failed to perform.

City shall be respectful of any customers present and shall schedule repair or maintenance, showing or inspection with Lessee prior to any such repair, showing or inspection.

6.11 Possible Acquisition by City and Possible Removal of Lessee's Equipment. At the end of the Lease Term, the City may purchase the Bonsai Improvements and all associated equipment at the then appraised value. If City chooses not to purchase, Lessee covenants and agrees to remove, at or prior to the expiration of the Lease Term and the lease extension if exercised, all of Lessee's Equipment, as hereinafter defined. "Lessee's Equipment" shall mean the Bonsai Improvements and all equipment, apparatus, machinery, signs, furniture, furnishings and personal property used in the Zip Line Activities. If such removal shall injure or damage the Leased Premises, Lessee covenants and agrees, at its sole cost and expense, at or prior to the expiration of the Lease Term, to repair such injury and damage in good and workmanlike fashion and to place the Leased Premises in the same condition as the Leased Premises are at the effective date of this Lease, except for any below grade improvements which shall be covered to grade.

6.12 Waiver by Lessee. Lessee waives and releases any claims Lessee may have against City or City's officers, agents or employees for loss, damage or injury to person or property sustained by Lessee or Lessee's officers, agents, employees, guests, invitees or anyone claiming by, through or under Lessee resulting from any cause whatsoever other than the negligence or misconduct of City.

6.13 Marketing and Advertising. Commercial activity on public property is regulated by the Grand Junction Municipal Code. Lessee shall not erect, place or install any signage on the Leased Premises or conduct any commercial activity, other than the permitted Zip Line Activities, without obtaining written approval in advance from the City. Lessee may place temporary signage associated with a special event without prior written approval so long as Lessee removes the temporary signage within 72 hours after posting such sign. Lessee is responsible for obtaining all appropriate permits and approvals for signage.

6.14 Not Employees. Lessee's employees or its contractors are not employed by City. As a condition of this Lease, Lessee agrees that safety is paramount and all its employees and contractors will be subject to a driving record check, criminal background check and random drug testing.

## Section 7. Defaults by Lessee



7.1 Defaults Generally. Each of the following shall constitute a "Default by Lessee" under this Lease:

A. Failure to Pay Rent or Other Amounts. A Default by Lessee shall exist if Lessee fails to pay when due, Rent or any other amounts payable by Lessee under the terms of this Lease, and such failure shall continue for 5 days after written notice from City to Lessee of such failure, provided however, that Lessee shall not be entitled to more than two notices of such failure during any Lease Year and if, after two such notices are given in any lease year, Lessee fails, during such Lease Year, to pay any such amounts within five (5) days of when due, such failure shall constitute a Default by Lessee without further notice by City.

B. Deviation from Plan.

1. A Default by Lessee shall exist if Lessee materially deviates from the standards (including but not limited to staff, days and hours of operation, and services to be provided) as set forth in the Plan beyond any cure period set forth in this section. In the event: (a) a deviation from the Plan continues for a period of 30 days after written notice from City to Lessee of such deviation during any Lease Year; or, (b) if such deviation cannot be reasonably cured within such 30-day period, if Lessee shall not in good faith commence to cure such deviation within such 30-day period or shall not diligently proceed therewith to completion. Lessee shall not be entitled to more than two notices of deviation during any Lease Year and if, after two such notices are given in any Lease Year, Lessee fails to cure such deviation within 30 days, such deviation shall constitute a Default by Lessee without further notice by City.

2. A Default by Lessee shall exist if Lessee fails to meet the minimum standard of 4,000 public Zip Line rides in a Lease Year. Upon receipt of notice by City of such Default by Lessee, Lessee shall have 12-months to cure. Should Lessee fail to meet the minimum standard of 4,000 public Zip Line rides for two consecutive years, City shall have the right to exercise any of its remedies set forth in Section 8, below.

C. Violation of Lease Terms. A Default by Lessee shall exist if Lessee breaches or fails to comply with any agreement, term, covenant or condition in this Lease applicable to Lessee, and such breach or failure, to comply continues for a period of 30 days after written notice thereof by City to Lessee, or, if such breach or failure to comply cannot be reasonably cured within such 30-day period, if Lessee shall not in good faith commence to cure such breach or failure to comply within such 30-day period or shall not diligently proceed therewith to completion.

D. Transfer of Interest Without Consent. A Default by Lessee shall exist if Lessee's interest under this Lease or in the Leased Premises shall be transferred to any other party without City's prior written consent.

## Section 8. City's Remedies

8.1 Remedies Generally. Upon the occurrence of any Default by Lessee, City shall have the right, at City's election, then or at any time thereafter, to exercise any of the remedies set forth in this Section 8.

8.2 Cure by City. In the event of a Default by Lessee, City may, at City's option, but without obligation to do so, and without releasing Lessee from any obligations under this Lease, make any payment or take any action as City may reasonably deem necessary or desirable to cure any such Default by Lessee in such manner and to such extent as City may reasonably deem necessary or desirable. City may do so after providing notice to Lessee, and Lessee's failure to cure the Default within twenty (30) days after notification. Lessee covenants and agrees to pay to City, within 30 days after demand, all reasonable advances, costs and expenses of City in connection with the making of any such payment or the taking of any such action, including reasonable attorney's fees, together with interest as hereinafter provided, from the date of payment of any such advances, costs and expenses by City. Action taken by City may include commencing, appearing in, defending or otherwise participating in any action or proceeding and paying, purchasing, contesting or compromising any claim, right, encumbrance, charge or lien with respect to the Leased Premises which the City, in its reasonable discretion, may deem necessary or desirable to protect its interest in the Leased Premises and under this Lease.

8.3 Termination of Lease and Damages. In the event of a Default by Lessee, City may terminate this Lease, effective at such time as may be specified by written notice, delivered via certified mail, to Lessee, and demand (and, if such demand is refused, recover) possession of the Leased Premises from Lessee. If the City exercises this option, the City shall pay the Lessee for the current appraised value of improvements. In the event of termination of the Lease each party shall bear its own attorney fees and costs.

8.4 Repossession and Re-letting. In the event of Default by Lessee, City may reenter and take possession of the Leased Premises or any part thereof, without demand or notice, and repossess the same and expel Lessee and any party claiming by, under or through Lessee, and remove the Improvements as may be necessary, without being liable for

prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Leased Premises by City shall be construed as an election by City to terminate this Lease unless a written notice, delivered via certified mail, of such intention is given to Lessee. No notice from City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by City to terminate this Lease unless such notice specifically so states. City reserves the right, following any reentry or re-letting, to exercise its right to terminate this Lease giving Lessee such written notice, delivered via certified mail, in which event the Lease will terminate as specified in said notice.

8.5 Suits by City. Upon Default by Lessee, actions or suits for the recovery of amounts and damages payable under this Lease may be brought by City from time to time, at City's election, and City shall not be required to await the date upon which the Lease Term would have expired to bring any such action or suit.

8.6 Attorneys' Fees and Costs. The prevailing party in any action or proceeding to enforce or interpret this Lease shall be awarded its reasonable costs and expenses, including attorney fees and costs. In the event of termination of the Lease each party shall bear its own attorney fees and costs.

8.7 Late Payment Penalty. Lessee covenants and agrees to pay to City a late payment penalty in the amount of 5% per month of any installment of Rent that Lessee fails to pay within five (5) days of when due.

8.8 Remedies Cumulative. Exercise of any of the remedies of City under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to City at law or in equity.

## Section 9. Surrender and Holding Over

9.1 Surrender upon Lease Expiration. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by City after any Default by Lessee, Lessee covenants and agrees to surrender possession of the Leased Premises to City, in the same condition as when Lessee first occupied the Leased Premises, except for any below grade improvements, which shall be covered to grade level.

## Section 10. Miscellaneous

10.1 No Implied Waiver. No failure by City to insist upon the strict performance of any term, covenant or agreement contained in this Lease, no failure by City to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any Default by Lessee, shall constitute a waiver of any such term, covenant or agreement, or a waiver of any such right or remedy, or a waiver of any such default by Lessee.

10.2 Survival of Provisions. Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions hereof which require observance or performance by City or Lessee subsequent to termination.

10.3 Covenants Independent. This Lease shall be construed as if the covenants herein between City and Lessee are independent, and not dependent, and Lessee shall be entitled to any offset against City permitted by Colorado Law, if City fails to perform its obligations under this Lease.

10.4 Covenants as Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

10.5 Lessee's Remedies. Lessee may bring a separate action against City for any claim Lessee may have against City under this Lease; provided Lessee shall first give written notice, via certified mail, thereof to City and shall afford City a period of twenty (20) days to cure any such default, or, if such default cannot be reasonably cured within such 20-day period, then City shall in good faith commence to cure such default within such 20-day period. In addition, Lessee shall send notice of such default by certified or registered mail, postage prepaid, to the holder of any mortgage or deed of trust covering the Leased Premises or any portion thereof of whose address Lessee has been notified in writing and shall afford such holder a reasonable opportunity to cure any default on City's behalf. Lessee shall be entitled to remedies under Colorado Law of any default by City hereunder.

10.6 Recording Memorandum. This Lease shall not be recorded without the express written consent of the City. If the City desires or consents to the recording of this Lease, the parties shall execute a Recording Memorandum containing the names of the parties, a description of the Leased Premises and the Lease Term.

10.7 Notices and Demands. All notices, demands or billings under this Lease shall be in writing, and shall be deemed properly given and received when actually given and received or 3 business days after mailing,



if sent by registered or certified United states mail, postage prepaid, addressed to the party to receive the notice at the address set forth for such party in the first paragraph of this Lease or at such other address as either party may notify the other of in writing.

10.8 Time of the Essence. Time is of the essence under this Lease, and all provisions herein relating thereto shall be strictly construed.

10.9 Captions for Convenience. The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.

10.10 Severability. If any provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

10.11 Governing Law. This Lease shall be interpreted and enforced according to the laws of the State of Colorado.

10.12 Entire Agreement. This Lease and any exhibits refined to herein, constitute the final and complete expression of the parties' agreements with respect to the Leased Premises and Lessee's occupancy thereof. Each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations, or understandings, whet her oral or written, except as expressly set forth herein.

10.13 No Oral Amendment or Modifications. No amendment or modification of this Lease, and no approvals, consents or waivers by City under this Lease, shall be valid or binding unless in writing and executed by the party to be bound.

10.14 Relationship of City and Lessee. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of City and Lessee.

10.15 Authority of Lessee. Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to deliver this Lease on behalf of Lessee and that this Lease is binding upon Lessee in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the day and year first above written.

## BONSAI OPERATIONAL AND MAINTENANCE PLAN

### Name of Business.

The City agrees that Bonsai Aerial Adventures – Grand Junction, LLC (“Lessee”) may operate its Zip Line Activities under a suitable tradename that is yet to be determined.

### Lease Agreement.

The City and Lessee have entered into a separate Lease Agreement which terms are referenced within this Operational Plan. All operation and maintenance shall be performed in accordance with the 03/2019 ANSI-ACCT Standards, as such may be amended, revised or readopted. As leading industry experts, any operational, maintenance, training, and inspection parameters shall be developed by Lessee through the use of a qualified person. Lessee reserves the right to change or modify its operational and maintenance plan for any reason at any time. CIRSA shall also have oversight to evaluate these standards

### Special Events.

Lessee acknowledges that its use of the Leased Premises for normal operations is distinguished from its use of the Leased Premises for or during special events at Las Colonias Park and/or Eagle Rim Park. The special events schedule and expectations will be reviewed and approved by both parties on an annual basis. Lessee acknowledges that there may be special events that prohibit the operation of the zip lines that are adjacent to one another during the duration of the event(s). Lessee reserves the right to charge a fee for non-operation requests and/or to deny non-operation requests based off of operational demand. City and Lessee have determined that ten days is the maximum number of special event days that may exclude the operation of the Zip Line Activities. City shall provide Lessee with 30 days' notice of any special event.

Lessee has the right to operate during and/or host its own special events as follows: Advanced requests/reservations from the public must be approved by both the Lessee and the City including the following uses:

- parties and ceremonies
- school group programs
- organizational development programs

- other occasions as deemed appropriate by Lessee
- Advanced requests from the City to the Lessee requires 30 days of notice
  - Local events/concerts/festivals, etc.
- Special zip line events as deemed appropriate by Lessee
  - nighttime zipping events. All such events must comply with existing City ordinance including but not limited to park hours and noise ordinances
  - early bird zipping events. All such events must comply with existing City ordinance including but not limited to park hours and noise ordinances
  - holiday/seasonal zipping events

Pricing.

Pricing for the Zip Line Activities for the public shall be reviewed and considered by the City and Lessee on an annual basis. Tiered pricing, resident discounts, group and special package deals are encouraged to provide opportunities appropriate for a variety of family income levels. Participation Rent shall be paid at a rate of \$2 per adult participant, and \$1 per each youth participant when ticketed at full price; and \$1 per adult or \$.50 per youth ticket sold under promotional or special rates; and no Participation Rent shall be due for School District 51 trips given preferential rates as part of school sponsored outings. Biannually on even numbered years, a 4% escalator shall be added to these rates. School District 51 schools within the City Limits will be granted preferential rates for Zip line trips as part of school sponsored outings. The City has reviewed Lessee's pricing structure set forth and has determined that the pricing is reasonable for the services to be provided. Lessee may, with the City's advance agreement, offer group rates, annual passes, punch passes, loyalty pricing and ride packages. All of these packages shall be based off the per zip pricing found below.

Persons 17 years of age and under: \$16 plus \$2 fee = \$18

Persons 18 years of age and over: \$19 plus \$2 fee = \$21

In accordance with the Cooperative Agreement between the City and Lessee, planning for physical improvements on the Lease Premises require coordination with Lessee. If City and Lessee agree at any time that the location and/or operation of any Bonsai Improvement(s) is unsatisfactory to



the City, any cost for modification of any of the Bonsai Improvements will be borne solely by Lessee.

#### Non-Public Operation.

Lessee may operate conduct Zip Line Activities for non-public purposes as deemed appropriate by Lessee. Such non-public Zip Line Activities shall be exempt from the Participation Rent and this Plan and any revenue derived from non-public Zip Line Activities shall be the sole property of Lessee. Non-public Zip Line Activities include:

- staff training
- open enrollment training
- Research & Development purposes
- additional special trainings as requested and approved in advance with local entities such as law enforcement, fire department, EMS, etc.

In any event nonpublic Zip Line Activities shall comprise not more than 30% of the time scheduled for public Zip Line Activities during regular, open seasons described in the "Operational Requirements" paragraph below.

#### Financial Performance.

Information, including but not limited to total rides by year and month, about the operation of the Zip Line Activities shall be provided to the City on an annual basis by February 1 reflecting the previous Lease Year's ridership.

#### Inspection and Certification Requirements.

All Zip Line Activities shall be inspected and in conformance with the State of Colorado Division of Public Safety/Division of Oil and Public Safety requirements. Inspections shall be performed by a third-party inspector, ACCT (Association for Challenge Course Technology) certified, or an inspector associated with a qualified and approved company. CIRSA may also inspect the Zip Line Activities as CIRSA deems necessary. Lessee shall not use the Leased Premises in violation of any laws or for any purpose that is unlawful, unsafe and hazardous or in violation of any law or regulations. The Lessee shall not place, dispose of or store any material or substance on the Leased Premises that is illegal, hazardous or toxic, and shall not permit any other person to do so.

## Operational Requirements.

It is desirable for both the City and Lessee to have a successful operation and meet certain performance standards. Lessee shall develop and execute a business plan, which will produce at least 4,000 annual rides per calendar year. One single Zip Line ride is counted as one ride and dual Zip Line rides are counted as two rides.

Hours of operation will vary based on seasonal demand, public interest, and weather conditions. Lessee will use its best efforts to provide the following hours of public Zip Line Activities and operations:

- Memorial Day through Labor Day (Open 7 Days a Week)
  - Sunday – Wednesday: 12 pm – 8 pm
  - Thursday – Saturday: 12 pm – 10 pm
- Spring/Fall (Exact Dates TBD):
  - Friday – Sunday: 10 am – 6 pm
  - Monday – Thursday: Closed/Reservations Only
- Winter (Exact Dates TBD): Closed

Lessee will make reasonable attempts to make sure all information with regards to hours of operation and prices are up-to-date, and the operation shall be open for business as listed on website, signs and any other advertisements and/or marketing material. Lessee reserves the right to temporarily shut down Zip Line Activities due to low public demand, short staffing, weather, and technical issues. Change in operating hours shall be communicated to the public via property signage, website, social media, etc. The City logo shall be included in all marketing material to include the words: “in cooperation with the City of Grand Junction”.

Lessee shall maintain a ratio of two guides to ten guests or better and offer customer evaluations of each guide’s performance. Professional behavior is expected of each guide. A report reflecting and capturing customer satisfaction data will be created annually. This shall be included and provided to the City with the ridership information by February 1<sup>st</sup>.

## Maintenance Requirements.

Lessee is responsible for maintenance of the Leased Premises and Bonsai Improvements. Lessee is required to keep the Bonsai Improvements in safe and effective operating condition for the duration of the lease. Lessee shall submit to

the City by August 1, 2022 an industry typical maintenance schedule and plan. Maintenance shall be equivalent to or better than that of City for its parks operations. Lessee shall not be held responsible, financially or otherwise, any City construction or maintenance projects in or around the Leased Premises, including any surrounding park or trail construction project or maintenance.

Lessee Shall Provide.

Lessee will design, construct, and operate and maintain the Bonsai Improvements necessary to conduct the Zip Line Activities contemplated by the Lease, the Plan and the Cooperative Agreement.) Operation and maintenance obligations include but are not limited to providing trained staff, insurance at City established coverages, inspections and repairs.

The Agreement includes certain performance standards to ensure that the operation and services are provided in a consistent and appropriate manner. The Operational Plan includes more specific performance and operational standards and will be submitted to the Director of Parks and Recreation on an annual basis. If minimum performance standards are not met, the City has the option to terminate the Lease.

The City Shall Provide.

Shared use of restrooms, parking, trails, and other amenities of the Parks.

Directional signage in collaboration with Lessee.

The "Leased Premises" – real property descriptions for the launch for the Zip Line at Eagle Rim Park and the landing tower at Las Colonias Park.



**Exhibit A**

A lease parcel of land being a portion of that parcel described in a deed filed under Reception Number 1796705, said lease parcel located in the SE 1/4 NW 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-West (C-W) 1/16 corner of said Section 24, and assuming the south line of said SE 1/4 NW 1/4 of Section 24 bears S89°56'29"W; thence N83°06'01"E a distance of 291.94 feet to the Point of Beginning; thence N9°32'02"W a distance of 43.55 feet to the beginning of a curve concave to the southeast having a radius of 150.20 feet, a central angle of 06° 42' 41" and a chord which bears N57°16'39"E 17.58 feet; thence northeasterly along said curve a distance of 17.59 feet; thence S43°44'13"E a distance of 14.67 feet; thence S9°32'02"E a distance of 39.58 feet; thence S50°27'58"W a distance of 13.65 feet; thence N66°53'29"W a distance of 14.95 feet to the Point of Beginning, said parcel containing 1235 Square Feet or 0.028 Acres more or less.

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
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.

DRAWN BY: R. B. P.  
 DATE: 08-31-2021  
 SCALE: N/A  
 APPR. BY: T.P.

Portion of 2945-243-00-272  
 Reception Number 1796705  
 Located in the NW 1/4 of Sec. 24, T. 1S., R. 1W.  
 Ute Meridian, City of Grand Junction  
 Mesa County, Colorado



Exhibit B

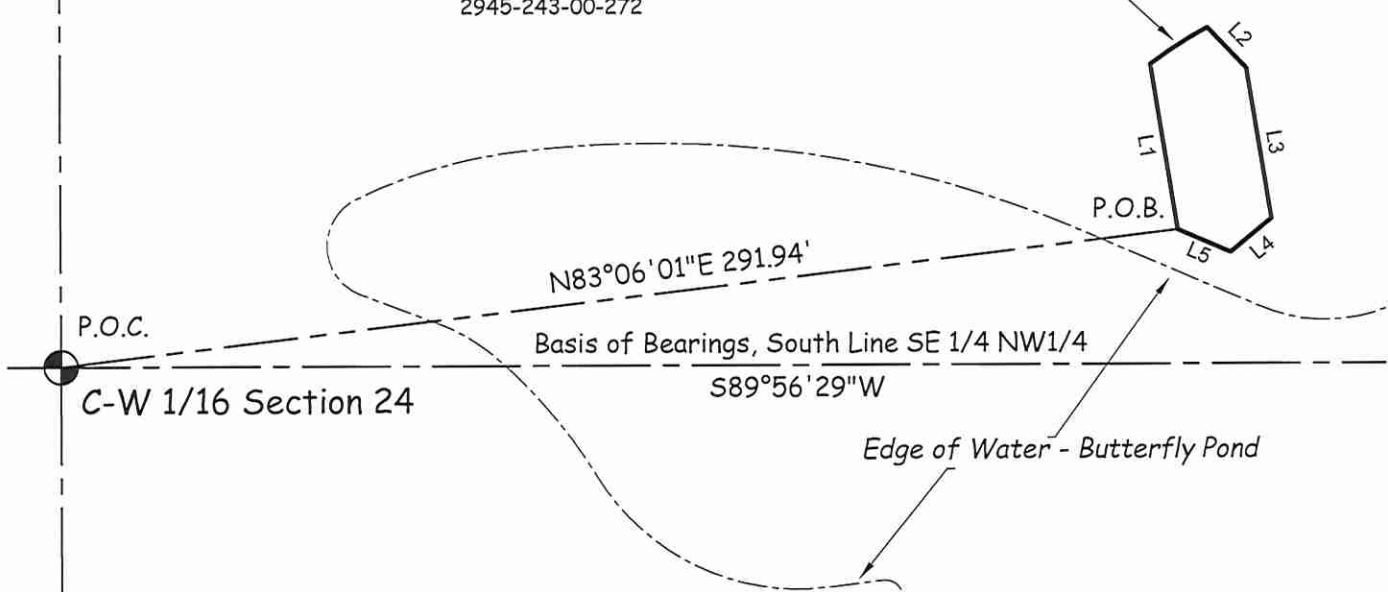
Riverfront Drive

Line Table

LINE	BEARING	HORIZ DIST
L1	N 9°32'02" W	43.55'
L2	S 43°44'13" E	14.67'
L3	S 9°32'02" E	39.58'
L4	S 50°27'58" W	13.65'
L5	N 66°53'29" W	14.95'

Rec. No. 1796705  
 1625 Riverside Drive  
 City of Grand Junction  
 Parcel No.  
 2945-243-00-272

N 57°16'39" E  
 LC=17.58'  
 R=150.20'  
 A=17.59'  
 D=6°42'41"



ABBREVIATIONS

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- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- SEC. SECTION
- T. TOWNSHIP
- R. RANGE
- Rec. Reception
- No. Number
- HORIZ DIST Horizontal Distance

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1 inch = 50 ft.

Lineal Units = U.S. Survey Foot



DRAWN BY: R. B. P.  
 DATE: 08-31-2021  
 SCALE: 1" = 50'  
 APPR. BY: T.P.

Portion of 2945-243-00-272  
 Reception Number 1796705  
 Located in the NW 1/4 of Sec. 24, T. 1S., R. 1W.  
 Ute Meridian, City of Grand Junction  
 Mesa County, Colorado





**Exhibit A**

A lease parcel of land being a portion of Lot 2, O.M.M.S. SUBDIVISION FILING ONE, a plat filed for record under Reception Number 2835113, said Lot 2 located in the SW 1/4 of Section 24, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at an angle point on the south line of said lot 2, said angle point being the western terminus of that line labeled as N89°52'14"W 700.95' on said record plat, and assuming the portion of the south line of Lot 2 extending easterly from the Point of Commencement bears N89°52'14"W with all other bearings contained herein being relative thereto; thence N40°35'04"W a distance of 186.26 feet to the Point of Beginning; thence N53°38'17"W a distance of 12.33 feet; thence N42°43'55"W a distance of 6.20 feet; thence N33°44'58"W a distance of 6.17 feet; thence N20°09'35"W a distance of 6.16 feet; thence N11°27'09"W a distance of 2.85 feet; thence N3°22'22"W a distance of 4.05 feet; thence N6°21'43"E a distance of 5.22 feet; thence N17°04'48"E a distance of 4.61 feet; thence N27°06'03"E a distance of 6.17 feet; thence N40°34'18"E a distance of 6.17 feet; thence N73°36'06"E a distance of 11.02 feet; thence S9°10'55"E a distance of 18.50 feet; thence S27°35'44"W a distance of 11.05 feet; thence S7°46'23"E a distance of 24.67 feet to the Point of Beginning, said parcel containing 744 Square Feet or 0.017 Acres more or less.

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
Rec.	Reception
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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.


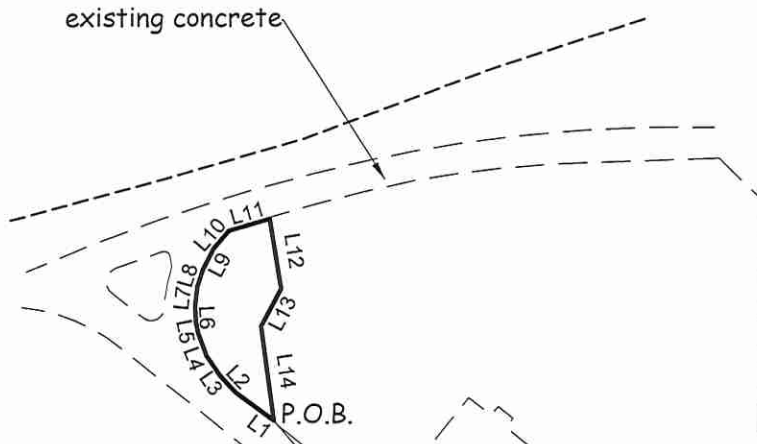
DRAWN BY: <u>R. B. P.</u> DATE: <u>08-31-2021</u> SCALE: <u>N/A</u> APPR. BY: <u>T.P.</u>	Portion of 2945-243-62-002 LOT 2, O.M.M.S. SUBDIVISION FILING ONE Located in the SW 1/4 of Sec. 24, T. 1S., R. 1W. Ute Meridian, City of Grand Junction Mesa County, Colorado	
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Exhibit B



Line Table

LINE	BEARING	HORIZ DIST
L1	N 53°38'17" W	12.33'
L2	N 42°43'55" W	6.20'
L3	N 33°44'58" W	6.17'
L4	N 20°09'35" W	6.16'
L5	N 11°27'09" W	2.85'
L6	N 3°22'22" W	4.05'
L7	N 6°21'43" E	5.22'
L8	N 17°04'48" E	4.61'
L9	N 27°06'03" E	6.17'
L10	N 40°34'18" E	6.17'
L11	N 73°36'06" E	11.02'
L12	S 9°10'55" E	18.50'
L13	S 27°35'44" W	11.05'
L14	S 7°46'23" E	24.67'

Lot 2, O.M.M.S. Sub.  
 Rec. No. 2835113  
 2736 Cheyenne Drive  
 City of Grand Junction  
 Parcel No.  
 2945-243-62-002

Lot 1, O.M.M.S. Sub.  
 Rec. No. 2835113  
 2736 C Road  
 Mesa County Valley School District No. 51  
 Parcel No. 2945-243-62-001

N89°52'14"W 700.95'  
 Basis of Bearings  
 CHEYENNE DRIVE

N00°07'52"E 17.00'  
 589°52'08"E 144.13'

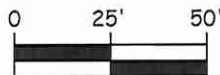
27-3/8 ROAD

Block 1  
 Bookcliff View  
 Rec. No. 1115427

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
- HORIZ DIST Horizontal Distance

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: 08-31-2021  
 SCALE: 1" = 50'  
 APPR. BY: T.P.

Portion of 2945-243-62-002  
 LOT 2, O.M.M.S. SUBDIVISION FILING ONE  
 Located in the SW 1/4 of Sec. 24, T. 1S., R. 1W.  
 Ute Meridian, City of Grand Junction  
 Mesa County, Colorado





## SECOND AMENDMENT TO COOPERATIVE AGREEMENT

THIS SECOND AMENDMENT TO COOPERATIVE AGREEMENT (“Second Amendment”) is entered into this \_\_ day of \_\_\_\_\_, 2021 by and among GRAND JUNCTION ECONOMIC PARTNERSHIP, INC. (“GJEP”), a Colorado non-profit corporation, THE CITY OF GRAND JUNCTION, a Colorado home rule municipality (“City”) and BONSAI DESIGN, LLC, a Colorado limited liability company (“Bonsai”), BONSAI HOLDINGS, LLC, a Colorado limited liability company (“Bonsai Holdings”), BONSAI DEVELOPMENT, LLC, a Colorado limited liability company (“Bonsai Development”), and BONSAI AERIAL ADVENTURES – GRAND JUNCTION, LLC, a Colorado limited liability company (“Bonsai Aerial Adventures”). BONSAI, BONSAI HOLDINGS, BONSAI DEVELOPMENT and BONSAI AERIAL ADVENTURES shall be collectively referred to as “BONSAI ENTITIES.” Grand Junction Economic Partnership (GJEP), the City and Bonsai Entities may be referred to herein as the “Parties.”

### RECITALS

A. The Parties entered into a Cooperative Agreement dated March 29, 2018 (“Agreement”).

B. Bonsai Development broke ground on construction of its headquarters building on the Leased Premises on June 1, 2020, a date past that contemplated in the Agreement. The City fulfilled its commitment under the Agreement and funded the Escrow Account to collateralize the Construction Loan to build the headquarters building.

C. The construction of the headquarters building is complete and the City has been requested to release the \$1,000,000 collateral (“Collateral.”) The City will release the Collateral: i) upon issuance by Mesa County Building Department of an unconditional Certificate of Occupancy (CO) for the headquarters building; and ii) the Bonsai Entities affirmation of binding and enforceable obligation(s) as provided in the Agreement and herein relating to the construction of the Zip Line Improvements.

D. In July 2020 the Agreement was amended (“Amendment”) to provide, among other things, that the final design and construction of the Zip Line Improvements described in Section 3e) of the Agreement and the construction schedule together with an opening date and operations plan, as contemplated by Section 3f) of the Agreement would be complete by August 1, 2021.

E. The August 1, 2021 date was not met. Therefore, the Parties desire to specifically amend the Agreement and the Amendment to confirm the Bonsai Entities commitment to establish revised dates i) for completion of the construction of the Zip Line Improvements Plan as those are described in Section 3e) of the Agreement and as filed for Site

Plan approval with the Grand Junction Community Development Department as SPN 2021-336 and ii) for adoption of an operations plan together with an opening date as contemplated by Section 3f) of the Agreement, all of which are subject to approval and acceptance by the City.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants below, for which adequate consideration for the making and enforcement of thereof is acknowledged, the Parties agree as follows:

1. Subject to the conditions precedent set forth in Section 3e) of the Agreement and this Second Amendment, Bonsai Entities shall complete construction of the Zip Line Improvements on or before May 31, 2022.

2. Subject to the conditions precedent set forth in Section 3f) of the Agreement, Bonsai Entities shall develop and adopt an operations plan, subject to City review and approval, and establish an opening date for the Zip Line Improvements on or before December 31, 2021.

3. On or before December 31, 2021, the City and the Las Colonias Development Corporation, to the extent reasonably necessary or required, will amend the Master Lease to allow for Bonsai to lease or otherwise occupy real estate for the landing tower for the Zip Line Improvements.

4. On or before December 31, 2021, the City will lease to Bonsai for a period not to exceed 25 years the real estate located in Eagle Rim Park reasonably necessary or required for the launch tower for the Zip Line Improvements.

5. The lease rates for the landing tower and launch tower leases described in Sections 3 and 4 of this Second Amendment shall be commensurate with the square footage of the leased premises and Bonsai's current lease rates with Las Colonias Development Corporation.

6. All terms defined in the Agreement and the Amendment shall have the same meaning when used in this Second Amendment.

7. The foregoing Recitals are and shall be deemed substantive parts of this Amendment.

8. Except as expressly set forth in this Amendment, the Agreement shall continue in full force and effect.

DATED as of the day and year first above written.

BONSAI DESIGN, LLC  
a Colorado limited liability company

By \_\_\_\_\_  
Thaddeus Shrader, Managing Member

BONSAI HOLDINGS, LLC  
a Colorado limited liability company

By \_\_\_\_\_  
Thaddeus Shrader, Manager

BONSAI DEVELOPMENT, LLC  
a Colorado limited liability company

By \_\_\_\_\_  
Thaddeus Shrader, Manager

BONSAI AERIAL ADVENTURES – GRAND  
JUNCTION, LLC  
a Colorado limited liability company

By \_\_\_\_\_  
Thaddeus Shrader, Manager

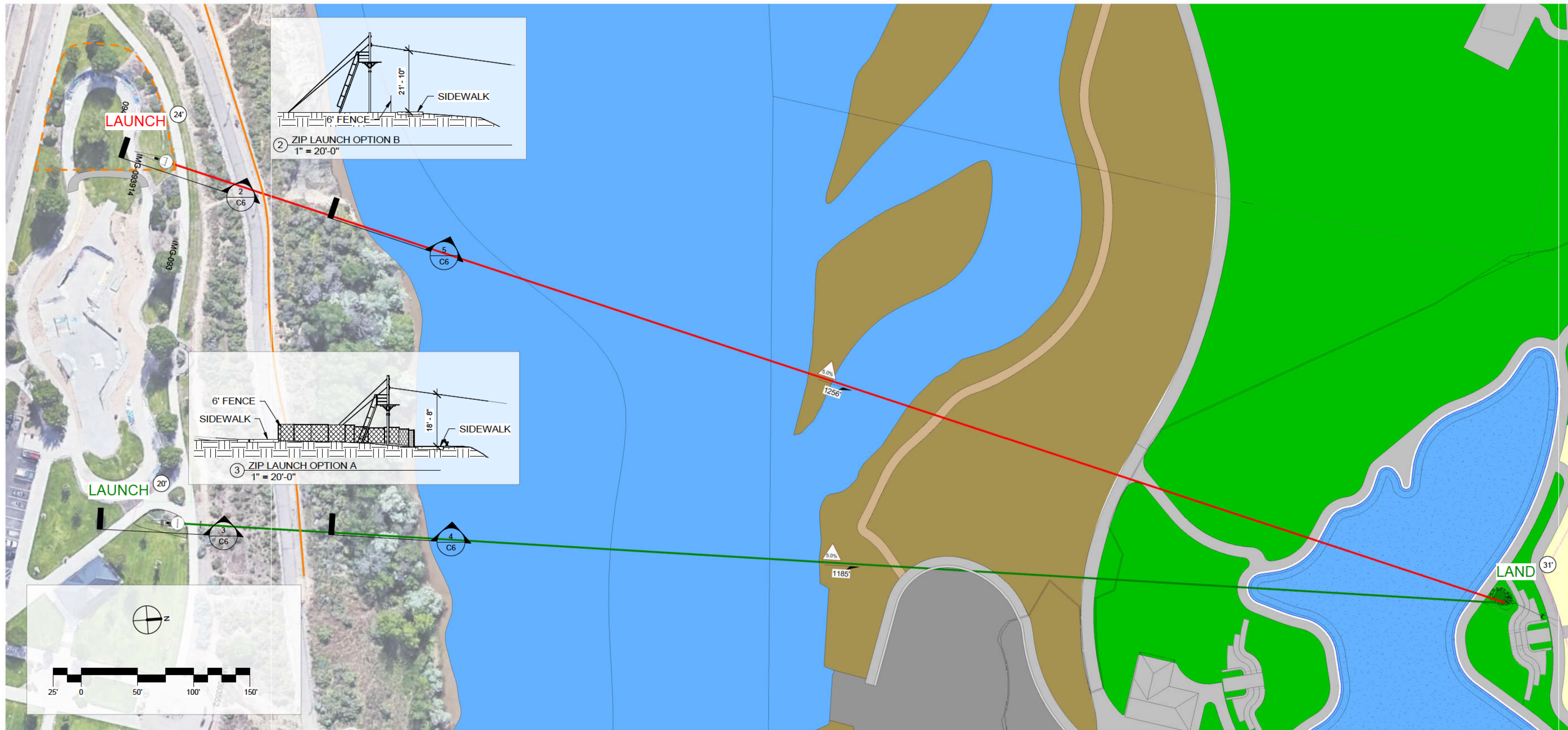
CITY OF GRAND JUNCTION  
A Colorado home rule municipal corporation

By \_\_\_\_\_  
Greg Caton, City Manager

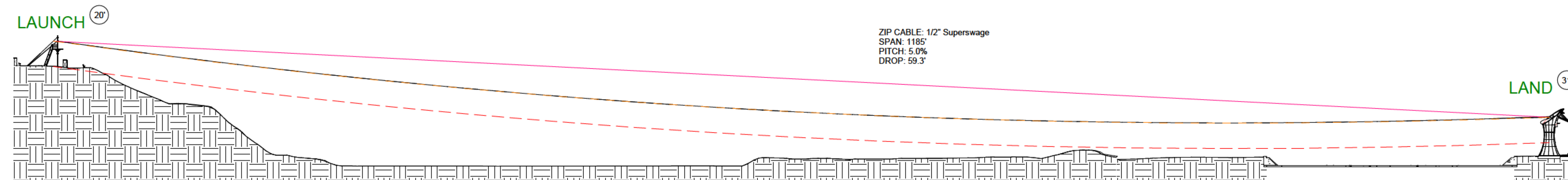
GRAND JUNCTION ECONOMIC PARTNERSHIP,  
INC., a Colorado nonprofit corporation

By \_\_\_\_\_  
Steve Jozefczyk , Deputy Director

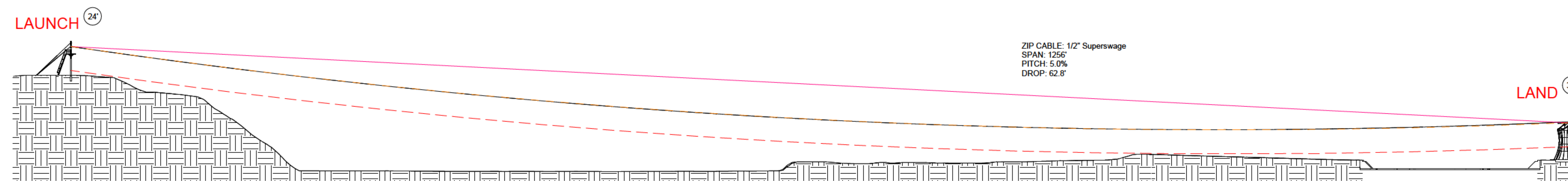




1 ALTERNATE ZIP LAYOUTS  
1" = 50'-0"



4 ZIP OPTION A  
1" = 50'-0"



5 ZIP OPTION B  
1" = 50'-0"

GENERAL NOTES

- BONSAI DESIGN RESERVES & MAINTAINS THE SOLE RIGHT TO DETERMINE APPROPRIATE DESIGN THROUGH EITHER INTERNAL AND/OR EXTERNAL EXPERTISE PER BONSAI'S DISCRETION.
- ALL DESIGN CONSIDERATIONS LISTED WITHIN THIS DOCUMENT ARE SUBJECT TO MODIFICATION UPON FURTHER REVIEW OF DESIGN REQUIREMENTS.

PAGE NOTES

CATENARY PROFILE LEGEND

- STRAIGHT LINE PROFILE
- UNLOADED PROFILE
- 20' CLEARANCE PROFILE

REV #	AARON DOVE	THADDEUS SHRADER	06/02/2021
DRAWN BY	DESIGN BY	DATE	

REVISION HISTORY

NO.	DATE	DESCRIPTION
-----	------	-------------

FIRM NAME AND ADDRESS

**BONSAI**  
 201 South Avenue  
 Grand Junction, CO 81501  
 1-888-665-4697  
 970-255-7393

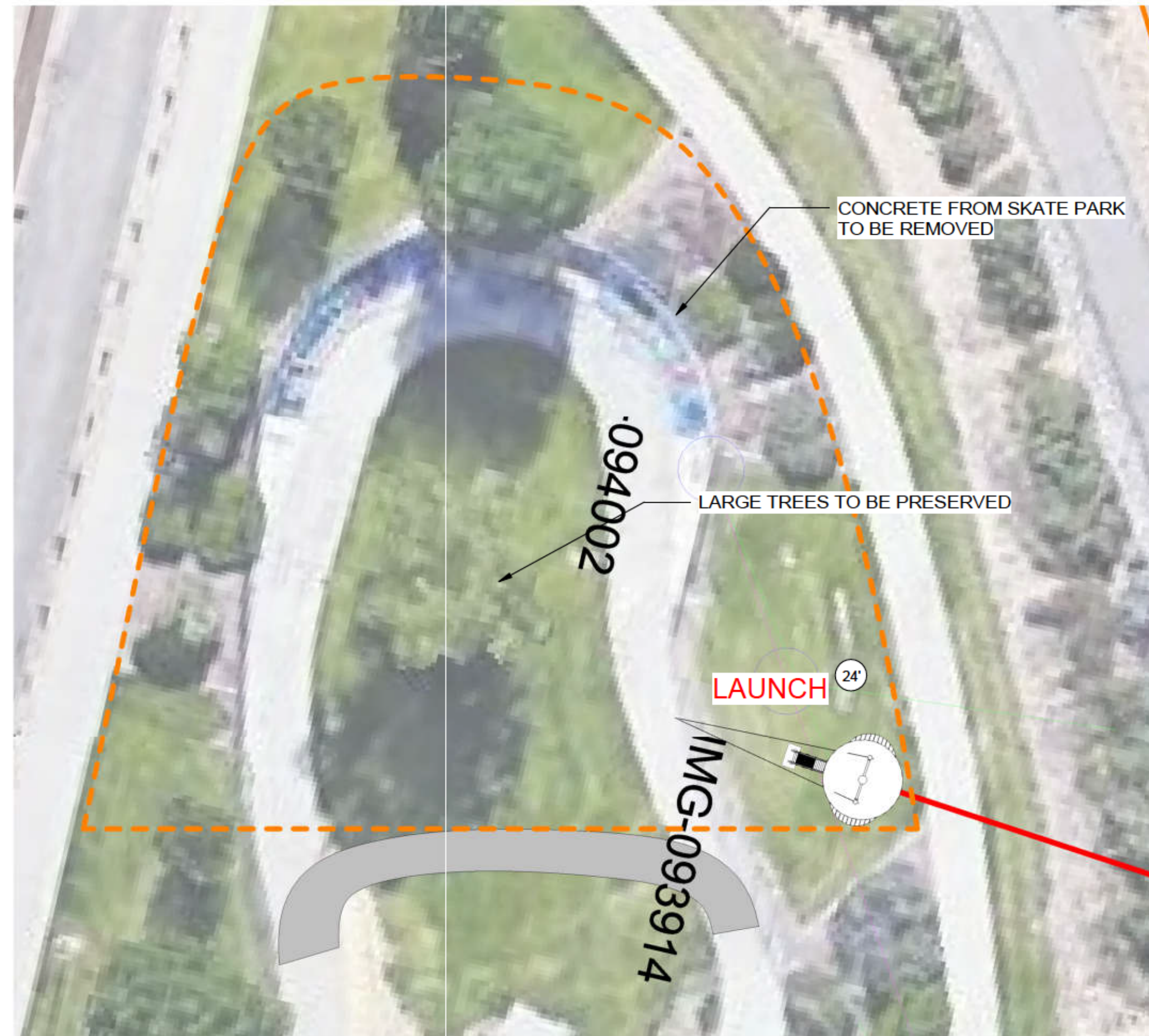
CLIENT NAME AND ADDRESS

**BONSAI DESIGN**

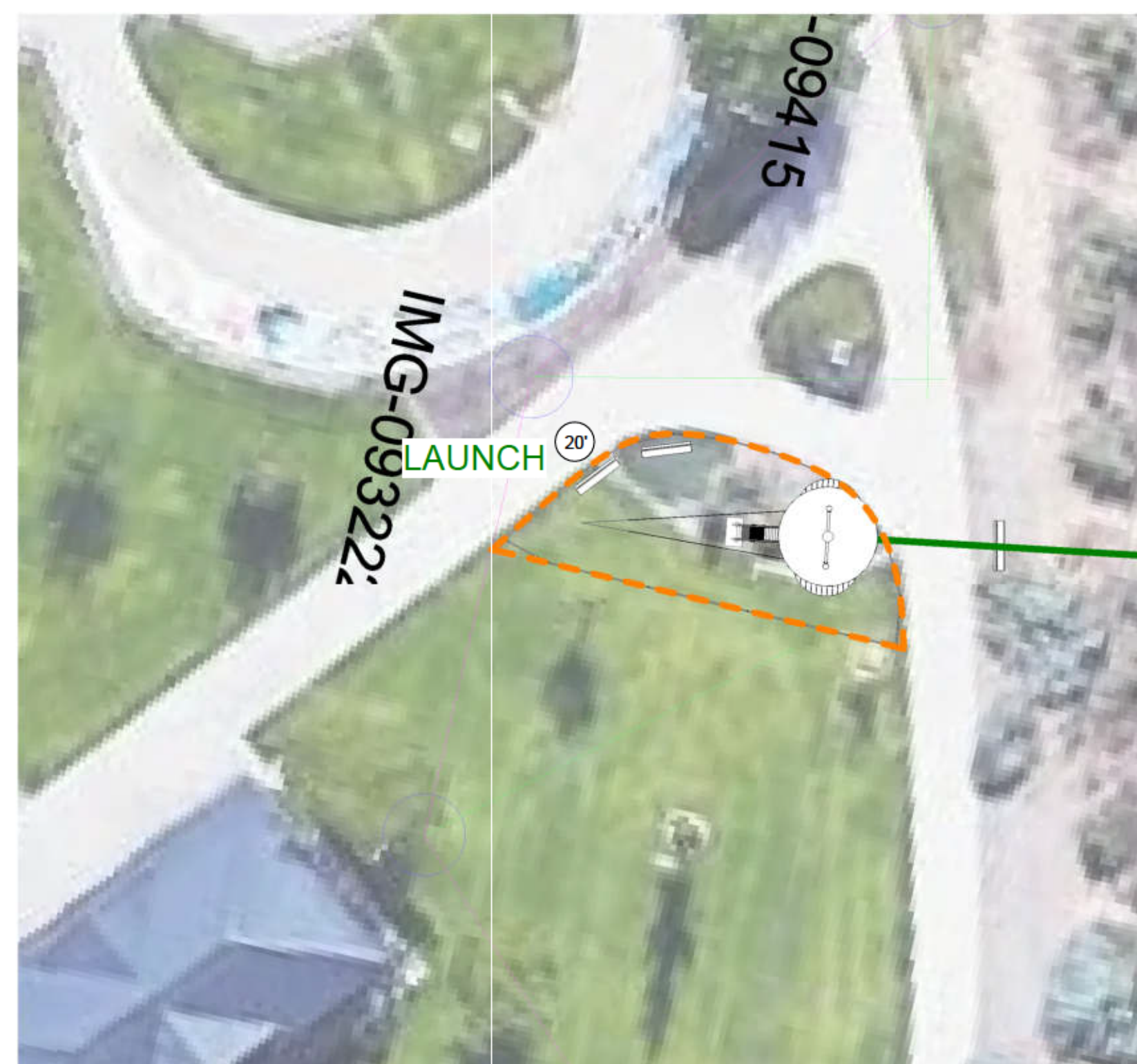
ALTERNATE ZIP LAYOUTS

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DATE	7/9/2021 9:56:37 AM		
SCALE	As indicated		

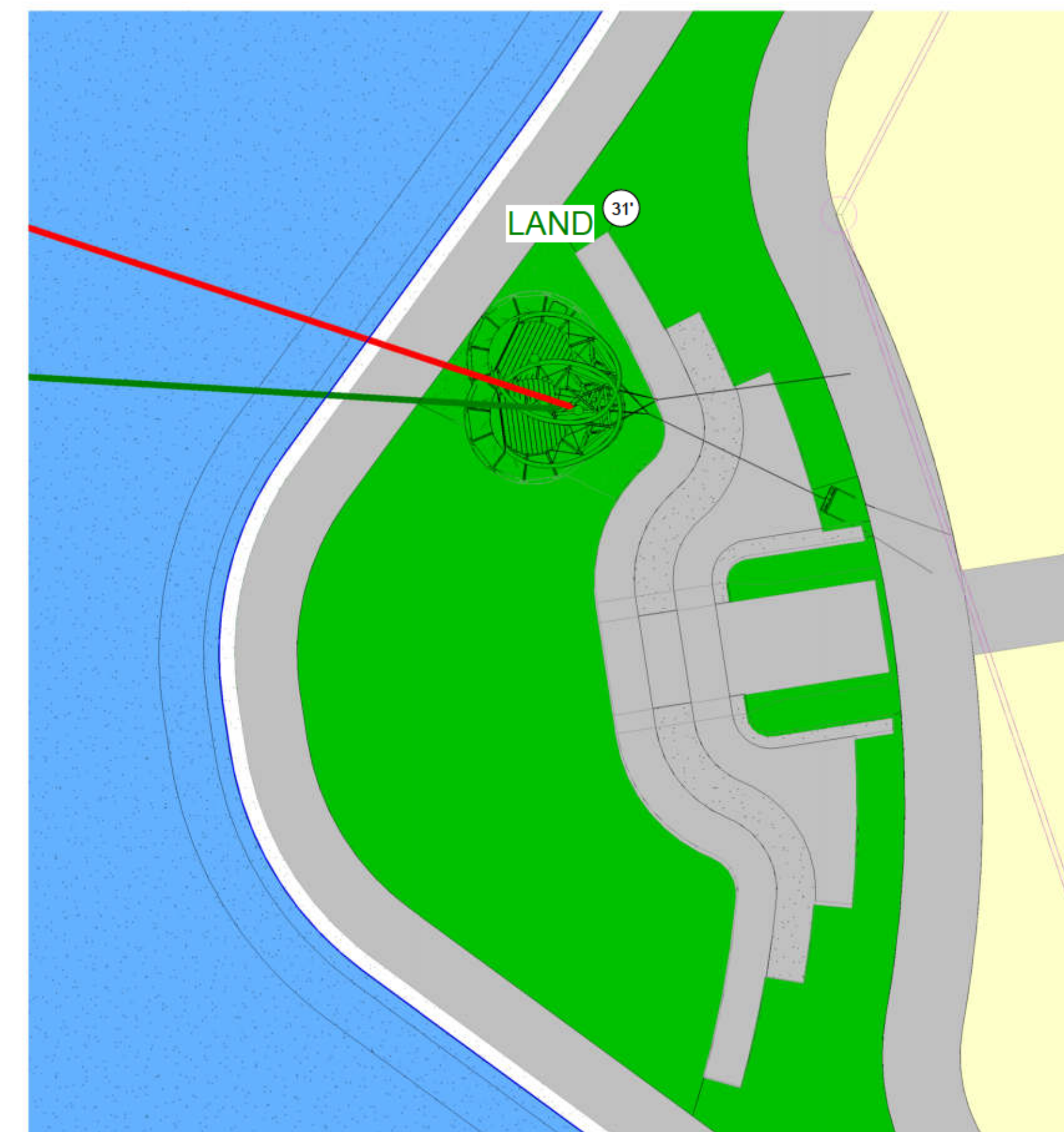




① OPTION B LAUNCH  
1/16" = 1'-0"



② OPTION A LAUNCH  
1/16" = 1'-0"



③ LANDING ZONE  
1/16" = 1'-0"

GENERAL NOTES

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PAGE NOTES

REV #	AARON DOVE	THADDEUS SHRADER	06/02/2021
	DRAWN BY	DESIGN BY	DATE

REVISION HISTORY		
NO.	DATE	DESCRIPTION

FIRM NAME AND ADDRESS  
  
 201 South Avenue  
 Grand Junction, CO 81501  
 1-888-665-4697  
 970-255-7393

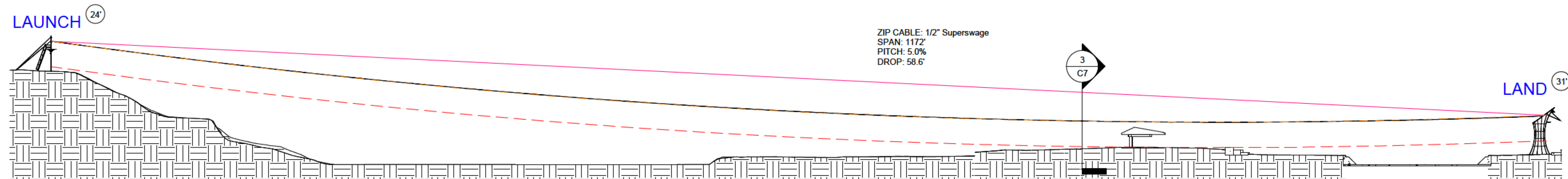
CLIENT NAME AND ADDRESS  
**BONSAI DESIGN**

CLOSE UP VIEW		
PROJECT NAME	LAS COLONIAS ZIP LINE	SHEET
DATE	7/9/2021 9:56:53 AM	<b>C6.1</b>
SCALE	1/16" = 1'-0"	

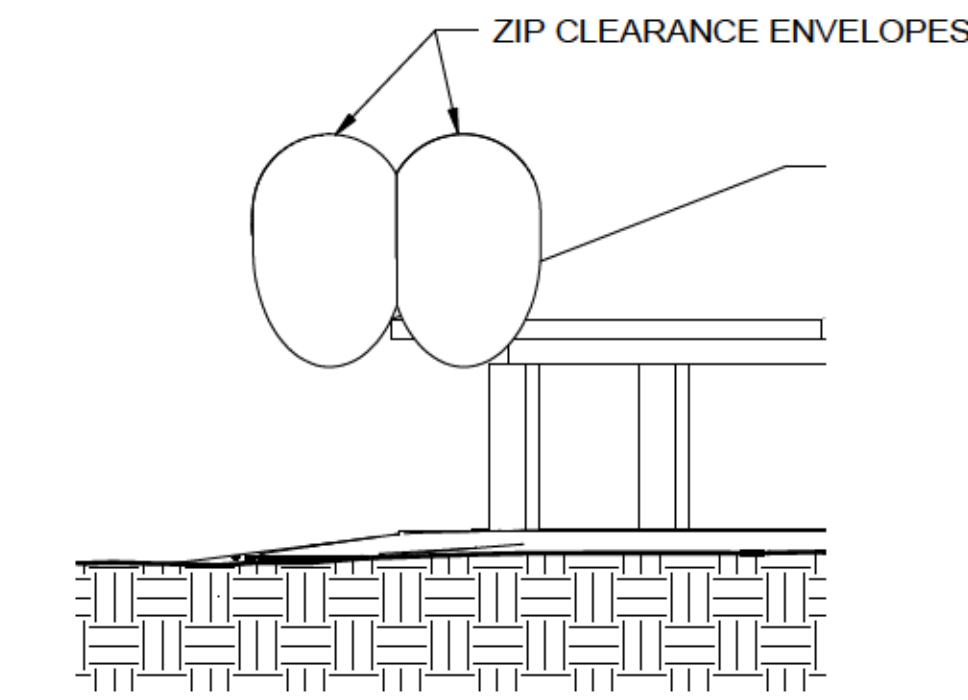




1 ALTERNATE ZIP LAYOUT OPTION C  
1" = 50'-0"



2 ZIP C  
1" = 50'-0"



3 ZIP INTERACTION WITH BUILDING  
1" = 10'-0"

GENERAL NOTES

- BONSAI DESIGN RESERVES & MAINTAINS THE SOLE RIGHT TO DETERMINE APPROPRIATE DESIGN THROUGH EITHER INTERNAL AND/OR EXTERNAL EXPERTISE PER BONSAI'S DISCRETION.
- ALL DESIGN CONSIDERATIONS LISTED WITHIN THIS DOCUMENT ARE SUBJECT TO MODIFICATION UPON FURTHER REVIEW OF DESIGN REQUIREMENTS.

PAGE NOTES

REV #	DRAWN BY	DESIGN BY	DATE
	AARON DOVE	THADDEUS SHRADER	06/02/2021

REVISION HISTORY		
NO.	DATE	DESCRIPTION

FIRM NAME AND ADDRESS  
  
 201 South Avenue  
 Grand Junction, CO 81501  
 1-888-665-4697  
 970-255-7393

CLIENT NAME AND ADDRESS  
**BONSAI DESIGN**

ZIP OPTION C	
PROJECT: LAS COLONIAS ZIP LINE	SHEET
DATE: 7/9/2021 11:13:09 AM	<b>C7</b>
SCALE: As indicated	