To access the Agenda and Backup Materials electronically, go to the City of Grand Junction Website. To participate or watch the meeting virtually register for the GoToWebinar.

CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 5, 2026
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING

Call to Order, Pledge of Allegiance, Moment of Silence

Presentations

Auditor's Presentation on the 2025 Audit Report

Proclamations

Proclaiming July 25, 2026, as Mesa County Libraries 125th Anniversary

Public Comments

Individuals may comment during this time on any item except those listed under Public Hearings on this agenda.

The public has four options to provide Public 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, August 5, 2026 or 4) submitting comments online until noon on Wednesday, August 5, 2026 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison 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 July 13, 2026, Workshop

b. Minutes of the July 15, 2026, Regular Meeting

c. Minutes of the July 15, 2026, Special Meeting Executive Session

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026

ii. Introduction of an Ordinance Amending Sections § 21.07.040 and § 21.09.060(a)(1) of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Preservation of Significant Trees, and Setting a Public Hearing for September 2, 2026

iii. Introduction of an Ordinance for Supplemental Appropriation for Solid Waste Fund and Setting Public Hearing for August 19, 2026

3. Procurements

a. Approval of Contract Award Recommendation for Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management for the City of Grand Junction's Fire Department to Systems Design West, LLC.

b. Authorize a Construction Contract for the 2026 Sanitary Sewer Replacement Project Phases 1 and 2

4. Resolutions

a. A Resolution Supporting the Application for the FY 2026-2027 Peace Officers Behavioral Health Support and Community Partnership Grant (POMH) from the Colorado Department of Local Affairs (DOLA)

b. A Resolution Reinstating and Amending the Infill and Redevelopment Program

c. A Resolution to Increase the Boot Warrant Fee

d. Approval of Grand Junction Regional Airport FAA Grant

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 to Amend the Redlands 360 Planned Development Outline Development Plan (ODP), Incorporate Approximately 29.08 Acres into the ODP, Including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and Establish Planned Development (PD) Zoning for Newly Added Lands, Resulting in a Total ODP Area of Approximately 629.08 acres, and Amend the ODP to Modify Certain Bulk and Lighting Standards for Property Located South of the Redlands Parkway and Highway 340 Intersection

b. Legislative

i. An Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals

ii. An Ordinance for a Purchase and Sale Agreement for Approximately 3.3 Acres of City-Owned Property to Grand Junction Homes, LLC for Affordable Housing, and Authorizing the City Manager to Sign, Pursuant to Voter Approval ***(Continued to August 14, 2026)***

6. Resolutions (Not Public Hearings)

a. A Resolution Authorizing the City Manager to Execute a Development and Funding Agreement with Grand Junction Homes, LLC for the Development of 48 For Sale Units at 450 28 Rd to Help Eligible Households Achieve Homeownership Within the City Limits of Grand Junction

b. A Resolution Authorizing the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Units by 3% for the 2027-2029 Cycle

7. Resolutions (Public Comment Accepted)

a. A Resolution Adopting the Housing Action Plan **(*Public Hearing* C*ontinued to September 16, 2026)***

b. Resolution Adopting the 7th Street Active Transportation Feasibility Study and Associated 9th Street Active Transportation Corridor Memorandum

8. Procurements

a. Contract for Professional Engineering Services Consultant for Phase 2 Persigo Wastewater Treatment Plant Expansion Project Design

9. Non-Scheduled Comments

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.

10. Other Business

11. Adjournment

Grand Junction City Council

Regular Session

Item #

Meeting Date: August 5, 2026

Presented By: Brandon Hinze, Deputy Finance Director , Jay Valentine, Chief Financial Officer

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

Auditor's Presentation on the 2025 Audit Report

RECOMMENDATION:

Presentation only

EXECUTIVE SUMMARY:

The City's independent auditors, Haynie & Company, will present the results of the 2025 Annual Comprehensive Financial Report (ACFR) to the City Council. The presentation will include an overview of the audit process, the auditors' opinion on the City's financial statements, and any required communications regarding internal controls, accounting policies, and other matters identified during the audit.

The annual audit provides independent assurance that the City's financial statements are fairly presented in accordance with generally accepted accounting principles (GAAP) and fulfills the annual audit requirements of the City Charter and Colorado law.

BACKGROUND OR DETAILED INFORMATION:

The City is required to have its annual financial statements audited by an independent certified public accounting firm. The 2025 audit was conducted by Haynie & Company in accordance with GAAP and Government Auditing Standards.

The audit included an examination of the City's financial statements, selected internal controls over financial reporting, and compliance with applicable laws, regulations, contracts, and grant requirements. Upon completion of the audit, the independent auditors issue their opinion on whether the City's financial statements are presented fairly, in all material respects, in conformity with generally accepted accounting

principles.

As part of the annual reporting process, the auditors present the results of the audit directly to the City Council and communicate any required matters related to the audit, including significant accounting policies, estimates, internal control considerations, and other required communications.

FISCAL IMPACT:

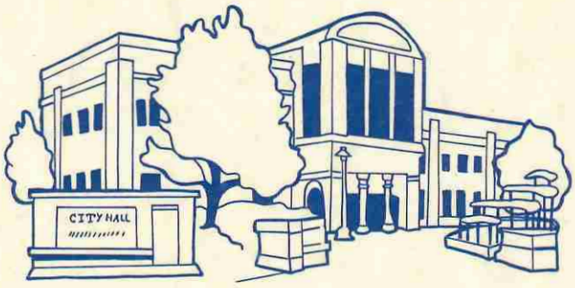
There is no financial impact to this presentation.

SUGGESTED MOTION:

Informational Only

Attachments

None



City of Grand Junction, State of Colorado

Proclamation

Whereas, Mesa County Libraries was established in 1901 and has served as a cornerstone of knowledge and community connection for 125 years; and

Whereas, Mesa County Libraries has provided essential resources, educational opportunities and a broad variety of books and materials that foster a love of reading and lifelong learning for residents of all ages; and

Whereas, 125 years of dedicated service represents an unwavering commitment to accessibility, free access to information, literacy support, and continuous evolution to meet the changing needs of our community; and

Whereas, library staff, trustees, the Friends of the Mesa County Libraries, and countless volunteers have tirelessly served the public, creating welcoming and spaces for all patrons; and

Whereas, libraries strengthen our democracy by enabling individuals to make informed decisions about self-governance through unrestricted access to information and by providing safe spaces for all community members; and

Whereas, Mesa County Libraries creates environments where people share their stories, learn from one another, and build the social bonds that support a resilient community; and

NOW, THEREFORE, I, Laurel Lutz, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim July 25, 2026, as

"Mesa County Libraries 125th Anniversary"

in the City of Grand Junction and I encourage all residents to visit, celebrate, and recognize the invaluable contributions the eight Mesa County Libraries have made to improving lives throughout our community

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 5th day of August 2026.

Laurel Lutz

Mayor

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
JULY 13, 2026

Meeting Convened: 5:30 p.m. The meeting was in-person at the Fire Department Training Room, 625 Ute Avenue, and live-streamed via GoTo Webinar.

City Councilmembers Present: Councilmembers Robert Ballard (virtual), Scott Beilfuss, Cody Kennedy, Jason Nguyen, Anna Stout (virtual), Ben Van Dyke, and Mayor Laurel Lutz.

Staff present: City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Deputy City Manager Kimberly Bullen, Chief Financial Officer Jay Valentine, Community Development Director Tamra Allen, Housing Manager Ashley Chambers, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. Draft Housing Action Plan

Root Policy Research presented the draft Housing Action Plan (HAP), which builds upon the findings and Council input on the Housing Needs Assessment (HNA) presented in May 2026 and establishes a strategic framework for addressing Grand Junction's housing needs over the coming years. The HAP identifies actionable strategies, priorities, and implementation measures to increase housing affordability, expand housing choice, support attainable homeownership and rental opportunities, and address barriers to housing production. City staff and consultants presented the draft Housing Action Plan, seeking Council feedback before final adoption.

The presentation highlighted current housing challenges, including rising home prices and rents, housing affordability gaps, and the need for additional housing units over the next ten years. Staff emphasized that market-rate development alone will not address the community's affordable housing needs, requiring continued public partnerships, incentives, and strategic investments.

Staff also reviewed accomplishments from the current Housing Action Plan, including:

- Over 100 land use code improvements and expedited review processes for affordable housing developments.
- Approximately 725 housing units are supported through City incentive programs.
- Strategic land acquisitions and partnerships for affordable housing projects.
- More than $55 million invested in local housing initiatives since 2004.
- Successful implementation of the ADU program, resulting in increased production, shorter approval timelines, and significant private investment.
- Exceeding the City's Prop 123 housing commitment by producing 588 qualifying units compared to the required 374.

The draft Housing Action Plan is organized around four objectives:

- Increase housing supply through land use improvements, incentives, and strategic use of City-owned land.
- Improve housing affordability and stability through continued investment in housing and homelessness services.
- Preserve existing affordable housing.
- Strengthening implementation through regional partnerships, funding strategies, and community engagement.

Council expressed broad support for the direction of the Draft Housing Action Plan and acknowledged the City's measurable progress in housing production, partnerships, and affordable housing initiatives. The primary areas identified for continued discussion include sustainable funding mechanisms, continued regulatory improvements, strategic use of public land, and prioritization of implementation actions before adoption of the final Housing Action Plan.

2. Council Communication

Councilmembers discussed a quote in the Daily Sentinel by a Councilmember and general expectations for how Council represents the city as body as a whole.

3. Next Workshop Topics

City Manager Bennett summarized list of next workshop topics.

- August 3: Reports on the City’s Funding Agreements for Comprehensive Solutions for Individuals Experiencing Homelessness and Local Preference Procurement
- August 17: Council norms of conduct workshop with CIRSA
- August 31: Overview of Budget Process and Financial Policies

4. Other Business

There was no other business.

5. Adjournment

There being no further business, the workshop was adjourned at 8:40 p.m.

Grand Junction City Council

Minutes of the Regular Meeting

July 15, 2026

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 15th day of July, at 5:30 p.m. Those present were Councilmembers Robert Ballard, (virtual) Scott Beilfuss, Cody Kennedy, Jason Nguyen, Anna Stout (virtual), Ben Van Dyke, and Council President Laurel Lutz.

Also present were City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Zoning Supervisor Tim Lehrbach, Principal Planner Daniella Acosta, Housing Programs Specialist Paul Stahike, Associate Planner John Gross, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

Council President Lutz called the meeting to order and led the audience in the Pledge of Allegiance, followed by a moment of silence.

Public Comments

Public comments were heard from Theresa Cambron, Jesse Militner, Dillion (no last name), Carol Rathbun, and AC Elliott.

City Manager Report

City Manager Mike Bennett had no report.

Boards and Commission Liaison Reports

Councilmember Beilfuss gave updates on the new ARTery facility, safety and transportation meetings, the Parks Improvement Advisory Board (PIAB), and the Mesa County Collaboration for the Unhoused (MCCUH) regarding Grand Valley Transit (GVT).

Councilmember Kennedy reported on the Grand Junction Economic Partnership website, Museums of the West and the Urban Trails committee.

Councilmember Van Dyke provided updates on the Downtown Development Authority (DDA) Terminal Project, invited the community to the July 23, 2026, 250/150 City Celebration on Main Street at 5:30 p.m., and the ribbon-cutting ceremony for the Main Street Plaza play area.

Councilmember Nguyen had updates on the Horizon Drive business district meeting and the Grand Junction Airshow.

Councilmember Stout reported on the Colorado Municipal League (CML), the Forestry Board and the Parks and Recreation Advisory Board.

Council President Lutz reported on Visit Grand Junction and the Grand Junction Housing Authority project, The Current.

CONSENT AGENDA

1. Approval of Minutes

a. Summary of the June 29, 2026, Workshop

b. Minutes of the July 1, 2026, Regular Meeting

2. Set Public Hearings

a. Legislative

i. Introduction of an Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals and Setting a Public Hearing for August 5, 2026

ii. Introduction of an Ordinance for a Purchase and Sale Agreement for Approximately 3.3 Acres of City-Owned Property to Grand Junction Homes, LLC for Affordable Housing, and Authorizing the City Manager to Sign and Setting a Public Hearing for August 5, 2026

b. Quasi-judicial

i. Introduction of an Ordinance to Amend the Redlands 360 Planned Development Outline Development Plan (ODP), Incorporate Approximately 29.08 Acres into the ODP, Including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and Establish Planned Development (PD) Zoning for Newly Added Lands, Resulting in a Total ODP Area of Approximately 629.08 Acres, and Amend the ODP to Modify Certain Bulk and Lighting Standards for Property Located South of the Redlands Parkway and Highway 340 Intersection and Setting a Public Hearing for August 5, 2026

3. Agreements

a. Intergovernmental Agreement with Mesa County for Stormwater Quality Management Services

4. Resolutions

a. A Resolution Authorizing the Dedication of Easements to Clifton Water District and Grand Valley Rural Power Lines, Inc. Associated with a Clifton Water District Pump Station

b. A Resolution Adopting the 2026 Mesa County, Colorado Hazard Mitigation Plan

Councilmember Van Dyke moved, and Councilmember Nguyen seconded to adopt Consent Agenda Items #1-4. Motion carried by a unanimous voice vote.

REGULAR AGENDA

5.a.i. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Certified Irrigation Designer

The Housing Affordability Code Task Force requests an amendment to the Zoning and Development Code to defer the effective date of the requirement that irrigation plans must be certified by a professional who has been certified through the Certified Irrigation Designer (CID) or a similar EPA WaterSense labeled program.

Zoning Supervisor Tim Lehrbach gave a brief presentation and was available to answer questions from council.

Comments were heard from Councilmember Beilfuss.

The public hearing opened at 6:16 p.m.

There were no public comments.

The public hearing closed at 6:16 p.m.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded, to adopt Ordinance No. 5330, an ordinance amending sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Certified Irrigation Designer, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

5.a.ii. An Ordinance Amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Bicycle Parking and Storage

The Housing Affordability Code Task Force (HACTF) recommended amendments to Grand Junction Municipal Code (GJMC) Section § 21.08.020 (Bicycle Parking and Storage) intended to reduce development costs and increase site design flexibility. The proposed amendment reduces the amount of bicycle parking required for all uses, removes the minimum required spaces altogether for many uses, collapses the distinction between short-term and long-term spaces, and consolidates location and design requirements into fewer, simpler provisions.

City Zoning Supervisor Tim Lehrbach and Housing Affordability Code Task Force members Mike Foster and Mark Austin gave a presentation and were available to answer questions from council.

Comments were heard from Councilmember Nguyen, Beilfuss, Kennedy and Van Dyke.

The public hearing opened at 7:00 p.m.

Public comments were heard from John Gargasz, Brian Shiu, Mackenzie Thorn, Anna (no last name), AC Elliott, Matt Smith, Mike Morgan, Stephanie Dickey, Kelly Mayes, Benedict Wright, David Leahmann, and Diane Schwenke.

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

Council took a short break at 7:32 p.m.

Council resumed at 7:47 p.m.

Comments were heard from Councilmembers Kennedy, Nguyen, Council President Lutz, Councilmembers Van Dyke, Ballard, Stout and Beilfuss.

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to adopt Ordinance No. 5331, an ordinance amending sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Bicycle Parking and Storage, on final passage and ordered final publication in pamphlet form. Motion carried by a roll call vote 5-2 with Councilmembers Nguyen and Beilfuss voting No.

5.b.i A Resolution Accepting the Petition for the Annexation of 18.96 Acres of Land and an Ordinance Annexing the Bennett Annexation, Located at the Southern End of 23 Road

The Applicant, Redlands Three Sixty, LLC, is requesting annexation of approximately 18.96 acres located at the southern end of 23 Road. The subject property will be incorporated into the larger Redlands 360 development. The 18.96 acres consist of one parcel located at the southern end of 23 Road, Parcel Number 2945-172-00-183. The subject property is currently vacant, containing only overhead powerlines and a network of soft-surface trails. The property is Annexable Development per the Persigo Agreement. Annexation is requested to allow for inclusion into the larger Redlands 360 property, a forthcoming request for a PD amendment, and future development of a residential subdivision. The approximately 18.96-acre parcel being annexed is not being assigned as a Zone of Annexation as part of the annexation action. Consistent with Colorado law, the property will enter the City without a City zoning designation. State statute allows a municipality for up to 90 days following annexation to assign zoning to annexed property. Accordingly, the Planning Commission and City Council will consider a separate future action to amend the Redlands 360 Planned Development/Outline Development Plan (PD/ODP), which would incorporate the parcel into the existing ODP and establish Planned Development (PD) zoning, within the requisite statutory timeframe.

Principal Planner Daniella Acosta and applicant Jane Quimby gave a presentation and were available to answer questions from council.

Council had no further discussion.

The public hearing opened at 8:16 p.m.

There were no public comments.

The public hearing closed at 8:16 p.m.

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to adopt Resolution No. 61-26, a resolution accepting a petition to the City Council for the annexation of lands to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Bennett Annexation, approximately 18.96 acres, located at the Southern End of 23 Road. Motion carried by a unanimous roll call vote.

Councilmember Kennedy moved, and Councilmember Van Dyke seconded, to adopt Ordinance No. 5334, an ordinance annexing territory to the City of Grand Junction, Colorado, the Bennett Annexation, approximately 18.96 acres, located at Southern End of 23 Road, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

5.b.ii 2026-2030 Five-Year Community Development Block Grant (CDBG) Program Consolidated Plan and 2026 Annual Action Plan

City Council will conduct a public hearing and consider adoption of the 2026-2030 CDBG Program Five-Year Consolidated Plan and the 2026 Annual Action Plan included in the Five-Year Plan.

Housing Programs Specialist Paul Stahike gave a brief presentation and was available to answer questions from council.

Council had no further discussion.

The public hearing opened at 8:34 p.m.

There were no public comments.

The public hearing closed at 8:34 p.m.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded to adopt Resolution No. 63-26 regarding the 2026-2030 CDBG Five-Year Consolidated Plan. Motion carried by a unanimous voice vote 6-0. Due to technical issues, Councilmember Stout's vote could not be heard. She left the meeting while attempting to resolve the issue and had trouble reconnecting.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded to adopt Resolution 64-26 regarding the 2026 Program Year Annual Action Plan as a part of the City of Grand Junction 2026-2030 Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program. Motion carried by a unanimous voice vote 6-0. Due to technical issues, Councilmember Stout's vote could not be heard. She left the meeting while attempting to resolve the issue and had trouble reconnecting this item.

5.b.ii A Resolution Accepting the Petition for the Annexation of 41.09 Acres of Land and Ordinances Annexing and Zoning the Monument Vistas Annexation to Residential Low 5, Located at 888 21 Road

The Applicant, 4PF GZ Impact Land Fund, LLC, is requesting annexation of approximately 41.09 acres at 888 21 Road. The subject property is occupied by a single-unit residence. Annexation is requested to zone and create a future residential subdivision. The property is Annexable Development per the Persigo Agreement. The request for annexation is being considered concurrently by the City Council with the zone of annexation request.

Associate Planner John Gross and applicant representative Tracy States with River City Consultation gave a brief presentation and was available to answer questions from council.

The public hearing opened at 8:44 p.m.

Public comments were heard from AC Elliott.

The public hearing closed at 8:47 p.m.

Comments were heard from Councilmember Stout.

Councilmember Kennedy moved, and Councilmember Stout seconded to adopt Resolution No. 62-26, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the Monument Vistas Annexation, approximately 41.09 acres, located at 888 21 Road. Motion carried by a unanimous voice vote.

Councilmember Van Dyke moved, and Councilmember Kennedy seconded to adopt Ordinance No. 5332, an ordinance annexing territory to the City of Grand Junction, Colorado, the Monument Vistas Annexation, approximately 41.09 acres, located at 888 21 Road, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

Councilmember Van Dyke moved, and Councilmember Stout seconded to adopt Ordinance No. 5333, an ordinance zoning the Monument Vistas Annexation to Residential Low 5 (RL-5) zone district, on final passage and ordered final publication in pamphlet form. Motion carried by a unanimous roll call vote.

6. Non-Scheduled Comments

No comments were heard.

7. Other Business

Councilmember Kennedy reported City staff is coordinating a tour of the Persigo facility, and on top of the Grand Mesa and Kannah Creek to tour the watershed areas to highlight water resources and infrastructure.

8. Adjournment

The meeting adjourned at 8:51 p.m.

_____

Selestina Sandoval, MMC

City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING EXECUTIVE SESSION

City Hall Auditorium
July 15, 2026

Call to Order

Council President Lutz called the Special Meeting of the Grand Junction City Council to order at 4:01 p.m. on the 15th day of July 2026.

Councilmembers Robert Ballard, (virtual), Scott Beilfuss, Cody Kennedy, Jason Nguyen (virtual), Ben Van Dyke, and Council President Laurel Lutz were present. Anna Stout was absent.

City Manager Mike Bennett, Interim City Attorney Jeremiah Boies, Community Development Director Tamra Allen and Chief Financial Officer Jay Valentine were also present.

Executive Session

Councilmember Kennedy moved, and Councilmember Van Dyke seconded to convene into ***EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, INSTRUCTING NEGOTIATORS AND/OR TO RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY PURSUANT TO C.R.S. SECTIONS 24-6-402 (4)(e)(I), 24-6-402 (4)(a) AND 24-6-402 (4)(b) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A TRANSFER OF REAL PROPERTY LOCATED AT 450 28 ROAD, GRAND JUNCTION, COLORADO.***

It was a unanimous 6-0 vote to convene in Executive Session for the stated purpose.

Upon completion of the Executive Session, Councilmember Kennedy moved, and Councilmember Van Dyke seconded to adjourn the Executive Session. The motion carried 6-0.

The Special Meeting was reconvened at 5:07 p.m.

Adjournment

There being no further business, the meeting adjourned at 5:07 p.m.

_____

Selestina Sandoval, MMC

City Clerk

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 5, 2026

Presented By: Jay Valentine, Chief Financial Officer, Jerod Timothy, Project Engineer

Department: Finance

Submitted By: Jay Valentine

Information

SUBJECT:

Introduction of an Ordinance Authorizing the Issuance of Certificates of Participation, Series 2026

RECOMMENDATION:

Staff recommends City Council approval of the ordinance on first reading.

EXECUTIVE SUMMARY:

The proposed ordinance authorizes the issuance of an additional $9,312,127 in Certificates of Participation (COPs) to continue financing the City's Materials Recovery Facility (MRF) project. This second issuance will fund the remaining acquisition-related costs associated with the facility, including building and site improvements necessary to prepare the facility for installation and operation of the recycling processing equipment.

BACKGROUND OR DETAILED INFORMATION:

The City is continuing development of the Materials Recovery Facility (MRF) at 365 32 Road, a capital project that will significantly expand regional recycling capacity and modernize the City's recycling infrastructure. The project includes renovation of the existing industrial building and installation of advanced sorting equipment that will allow the facility to process substantially more recyclable material while improving operational efficiency and material recovery.

In 2025, City Council approved the initial financing plan for the project, including the acquisition of the property, procurement of recycling processing equipment, and issuance of the first tranche of Certificates of Participation. Since that time, the project has advanced into the construction phase, with building and site improvements underway to prepare the facility for installation and operation of the processing

equipment.

The proposed issuance of an additional $9,312,127 in Certificates of Participation represents the second and final planned financing for the project. Proceeds will fund the remaining building and site improvements necessary to complete construction and place the facility into operation.

FISCAL IMPACT:

This issuance represents the final planned permanent financing for the MRF capital project and is consistent with the financing strategy previously presented to City Council.

SUGGESTED MOTION:

I move to introduce a proposed ordinance approving the issuance of Certificates of Participation Series 2026 to finance the second phase of the Materials Recovery Facility and set a public hearing for August 19, 2026.

Attachments

1. First Amendment to Site Lease 7.20.26
2. First Amendment to Lease 7.20.26
3. Authorizing Ordinance 7.20.26

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Dillon Peters

SITE AND IMPROVEMENT LEASE AGREEMENT

DATED AS OF DECEMBER 3, 2025

BETWEEN

CITY OF GRAND JUNCTION, COLORADO,
AS LESSOR

AND

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE,
AS LESSEE

FIRST AMENDMENT TO

SITE AND IMPROVEMENT LEASE AGREEMENT

DATED AS OF [CLOSING DATE], 2026

This First Amendment to Site and Improvement Lease Agreement amends and supplements the Site and Improvement Lease Agreement, dated as of December 3, 2025, between the City of Grand Junction, Colorado, as lessor, and Zions Bancorporation, National Association, solely in its capacity as trustee under the Indenture of Trust, dated as of December 3, 2025, as amended, as lessee, and recorded on December 4, 2025 in the real estate records of Mesa County, Colorado at Reception No. 3144502.

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Site and Improvement Lease Agreement is exempt from the documentary fee.

FIRST AMENDMENT TO
SITE AND IMPROVEMENT LEASE AGREEMENT

This FIRST AMENDMENT TO SITE AND IMPROVEMENT LEASE AGREEMENT, dated as of [CLOSING DATE], 2026 (this "First Amendment to Site Lease"), is made by and between the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation organized and existing under the Constitution and laws of the State of Colorado (the "City"), as lessor, and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessee.

W I T N E S S E T H:

WHEREAS, the City has been duly organized and is validly existing as a home rule municipality and municipal corporation under the Constitution of the State of Colorado and the home rule charter of the City (the "Charter"); and

WHEREAS, the City has the power, pursuant to Article XX, Section 6 of the Colorado Constitution and the Charter, to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, when deemed by the Council of the City (the "Council") to be in the best interest of the City; and

WHEREAS, the City and the Trustee have previously entered a Site and Improvement Lease Agreement, dated as of December 3, 2025 (the "2025 Site Lease"), pursuant to which the City leased to the Trustee certain real property owned by the City as more specifically set forth in Exhibit A to the Site Lease (the "Leased Property"), which Leased Property was leased back to the City by the Trustee pursuant to the terms of a Lease Purchase Agreement, dated as of December 3, 2025 (the "2025 Lease"); and

WHEREAS, the City and the Trustee have previously entered into a certain Indenture of Trust dated as of December 3, 2025 (the "2025 Indenture"); and

WHEREAS, pursuant to the 2025 Indenture, there were executed and delivered the "Certificates of Participation, Series 2025" (the "2025 Certificates"); and

WHEREAS, the proceeds from the sale of the 2025 Certificates were disbursed by the Trustee, at the direction of the City, to defray the costs of the Project (as defined in the 2025 Indenture); and

WHEREAS, the 2025 Certificates were originally issued and are currently outstanding in the aggregate principal amount of $12,810,000; and

WHEREAS, pursuant to Section 2.08 of the 2025 Indenture, under certain conditions Additional Certificates (as defined in the 2025 Indenture) may be executed and delivered under the terms of the 2025 Indenture for the purpose of, among other things, financing the costs of completing the Improvement Project; and

WHEREAS, pursuant to Section 9.01 of the 2025 Indenture, the Indenture may be supplemented or amended, with the written consent of the City but without the consent of or notice to the Owners, for the purpose of authorizing the execution and delivery of Additional Certificates for purposes set forth under Section 2.08 of the 2025 Indenture;

WHEREAS, pursuant to Section 9.03 of the 2025 Indenture, the 2025 Lease and 2025 Site Lease may be amended, without the consent or notice to the owners of the 2025 Certificates, to amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 of the 2025 Indenture; and

WHEREAS, the Council has determined that it is in the best interest of the City for the City and its inhabitants to enter into the First Amendment to Lease and this First Amendment to Site Lease to pay the costs of completing the Improvement Project (as defined in the 2025 Indenture); and

WHEREAS, in order to effectuate the Improvement Project, the City and the Trustee wish to enter into this First Amendment to Site Lease, dated as of [CLOSING DATE], 2026; and

WHEREAS, contemporaneously with the execution and delivery of this First Amendment to Site Lease, the Trustee will execute and deliver a First Amendment to Lease Purchase Agreement (the "First Amendment to Lease") and a First Supplement to Indenture of Trust (the "First Supplemental Indenture" and together with the 2025 Indenture, the "Indenture"), each dated as of the date hereof; and

WHEREAS, pursuant to the 2025 Indenture, there will be executed and delivered certain Certificates of Participation, Series 2026A (the "2026A Certificates") and certain Certificates of Participation, Series 2026B (the "2026B Certificates" and together with the 22026A Certificates, the "2026 Certificates") that will each be Additional Certificates under the Indenture; and

WHEREAS, pursuant to Section 9.03 of the Indenture, the Trustee and the City may amend the Lease and the Site Lease, without the consent of or notice to the Owners of the Certificates, to amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 of the Indenture; and

WHEREAS, this First Amendment to Site Lease is permitted to be executed by Section 9.03 of the Indenture, and the Trustee has consented to the execution of this First Amendment to Site Lease pursuant to the same; and

WHEREAS, an authorized representative of the Trustee has approved the execution and delivery by the Trustee of this First Amendment to Site Lease; and

WHEREAS, the Council has adopted an ordinance authorizing and approving the execution and delivery by the City of this First Amendment to Site Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

Section 1. First Amendment to Site Lease Definitions. For all purposes of the 2025 Site Lease and this First Amendment to Site Lease, the following terms, except where the context requires otherwise, shall have the meanings set forth below. In the event that a contrary definition is set forth in the 2025 Lease or the 2025 Site Lease, the definition set forth below shall amend and supersede the definition in the 2025 Lease or the 2025 Site Lease.

"2025 Certificates" means the Certificates of Participation, Series 2025, executed and delivered pursuant to the 2025 Indenture.

"2025 Improvement Project" means collectively, the acquisition, construction, installation, equipping and improvement of certain solid waste facilities by expanding its recycling operations with associated amenities and supporting public improvements needed or desired in connection therewith.

"2025 Indenture" means the Indenture of Trust, dated as of December 3, 2025, executed by the Trustee.

"2025 Lease" means the Lease Purchase Agreement, dated as of December 3, 2025, between the Trustee, solely in its capacity of trustee under the Indenture, as lessor, and the City, as lessee.

"2025 Project" means the 2025 Refunding Project and the 2025 Improvement Project.

"2025 Refunding Project" means the refunding, payment and cancellation of all of the outstanding amounts due and owing under the Note, and the payment of all costs and expenses incidental thereto, as provided in this Lease and the Indenture.

"2025 Site Lease" means the Site Lease Agreement, dated as of December 3, 2025, between the City, as lessor, and the Trustee, solely in its capacity of trustee under the Indenture, as lessee.

"2026 Certificates" means, collectively, the 2026A Certificates and the 2026B Certificates.

"2026A Certificates" means the Certificates of Participation, Series 2026A, executed and delivered pursuant to the First Supplemental Indenture.

"2026B Certificates" means the Certificates of Participation, Series 2026B, executed and delivered pursuant to the First Supplemental Indenture.

"2026 Tax Certificate" means the Tax Compliance Certificate entered into by the City with respect to this First Amendment to Lease and the execution and delivery of the 2026 Certificates.

"Certificates" means, collectively, the 2025 Certificates and the 2026 Certificates.

"First Amendment to Lease" means the First Amendment to Lease Purchase Agreement, dated as of [CLOSING DATE], 2026, between the Trustee, solely in its capacity of trustee under the Indenture, as lessor, and the City, as lessee.

"First Amendment to Site Lease" means this First Amendment to Site and Improvement Lease Agreement, dated as of [CLOSING DATE], 2026, between the Trustee, solely in its capacity of trustee under the Indenture, as lessee, and the City, as lessor.

"First Supplemental Indenture" means the First Supplement to Indenture of Trust, dated as of [CLOSING DATE], 2026, executed by the Trustee.

"Indenture" means the 2025 Indenture, as amended and supplemented by the First Supplemental Indenture.

"Lease" means the 2025 Lease, as amended by the First Amendment to Lease.

"Site Lease" means the 2025 Site Lease, as amended by this First Amendment to Site Lease.

Section 2. First Amendment to Site Lease. This First Amendment to Site Lease amends and supplements the 2025 Site Lease, and is entered into in accordance with the provisions of the 2025 Site Lease and the Indenture. This First Amendment to Site Lease shall hereafter form a part of the Site Lease and all the terms and conditions contained herein shall be deemed to be part of the Site Lease for any and all purposes. Except as expressly amended by this First Amendment to Site Lease, the 2025 Site Lease shall remain as originally stated and is hereby ratified, approved and confirmed.

Section 3. Amendment of Section 1 of the 2025 Site Lease. Section 1 of the 2025 Site Lease is hereby amended and restated to read as follows:

Site Lease and Terms. The City hereby demises and leases to the Trustee and the Trustee hereby leases from the City, on the terms and conditions hereinafter set forth, the Leased Property, subject to Permitted Encumbrances as described in Exhibit B hereto.

The term of this Site Lease (the "Site Lease Term") shall commence on the date hereof and shall end on December 31, 20[__] (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If, prior to the Site Lease Termination Date, the Trustee has transferred and conveyed the Trustee's leasehold interest in all of the Leased Property pursuant to Article 12 of the Lease as a result of the City's payment of (a) the applicable Purchase Option Price thereunder; or (b) all Base Rentals and Additional Rentals, all as further provided in Section 12.2 of the Lease, then the term of this Site Lease shall end in connection with such transfer and conveyance.

In the event that the Lease is terminated and this Site Lease remains in effect, and the Trustee exercises its remedies pursuant to this Site Lease and the Indenture, then the term of this Site Lease shall end when the outstanding remaining principal amount of the Certificates, plus accrued interest thereon, have been paid or provision has been made for such payment, provided that in the event that the payment of such Certificates has been made from a sale or assignment of the Trustee's leasehold interest herein, then this Site Lease shall remain in effect in accordance with the terms and provisions of any such sublease or assignment. Notwithstanding the foregoing or any provision to the contrary contained herein or in the Indenture, the term of any sublease of the Leased Property or any portion thereof, or any assignment of the Trustee's interest in this Site Lease, pursuant to the Site Lease, the Lease and the Indenture, shall not extend beyond December 31, 20[__].

At the end of the term of this Site Lease, all right, title and interest of the Trustee, or any sublessee or assignee, in and to the Leased Property, shall terminate. Upon such termination, the Trustee and any sublessee or assignee shall execute and deliver to the City any necessary documents releasing, assigning, transferring and conveying the Trustee's, sublessee's or assignee's respective interests in the Leased Property.

Section 4. Amendment of Section 2 of the 2025 Site Lease. Section 2 of the 2025 Site Lease is hereby amended and restated to read as follows:

Rental. In connection with the execution and delivery of the 2025 Site Lease, the Trustee paid to the City and the City acknowledged receipt from the Trustee as and for rental due under the 2025 Site Lease, paid in advance, the sum of $12,810,000, as and for all rent due under the 2025 Site Lease. In connection with the execution and delivery of this First Amendment to Site Lease, the Trustee has paid to the City, and the City hereby acknowledges receipt from the Trustee, of an additional sum of $[_____], as and for all additional rent due under this First Amendment to Site Lease. The increase in the rental amount paid by the Trustee in connection with the execution and delivery of this First Amendment to Site Lease is in consideration of the issuance of the 2026 Certificates, which constitute Additional Certificates under the Indenture. The City hereby determines that the original amount received from the Trustee in connection with the execution and delivery of the 2025 Site Lease, together with the amount received from the Trustee in connection with the execution and delivery of this First Amendment to Site Lease, is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease.

Section 5. Trustee's Disclaimer. It is expressly understood and agreed that (a) this First Amendment to Site Lease is executed by Zions Bancorporation, National Association, solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on Zions Bancorporation, National Association other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under the Site Lease, as amended by this First Amendment to Site Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

Section 6. Third Party Beneficiaries. It is expressly understood and agreed that the Owners of the outstanding Certificates are third party beneficiaries to the Site Lease and

enforcement of the terms and conditions of the Site Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the City, as lessor, and the Trustee, as lessee, and their respective successors and assigns, and to the Owners of the Certificates. Except as hereinafter provided, nothing contained in the Site Lease shall give or allow any such claim or right of action by any other or third person on the Site Lease. It is the express intention of the City and the Trustee that any person other than the City, the Trustee, or the Owners of the Certificates receiving services or benefits under this Site Lease shall be deemed to be an incidental beneficiary only.

Section 7. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of the Site Lease, as amended by this First Amendment to Site Lease, shall to any extent be declared invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants, and conditions of the Site Lease, as amended by this First Amendment to Site Lease, shall be affected thereby, and each provision of the Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 8. No Merger. The City and the Trustee intend that the legal doctrine of merger shall have no application to the Site Lease and that neither the execution and delivery of the Lease by the Trustee and the City nor the exercise of any remedies under the Site Lease or the Lease shall operate to terminate or extinguish this Site Lease or the Lease, except as specifically provided herein and therein.

Section 9. Recitals. The Recitals set forth in this First Amendment to Site Lease are hereby incorporated by this reference and made a part of the Site Lease.

Section 10. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this First Amendment to Site Lease.

Section 11. Execution. This First Amendment to Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

Section 12. Governing Law. The Site Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 13. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 14. No Waiver of Governmental Immunity. Notwithstanding any other provisions of the Site Lease to the contrary, no term or condition of the Site Lease shall be

construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, limitations to liability or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as now or hereafter amended, or under any other law.

Section 15. Annual Appropriation. Consistent with Article X, §20 of the Colorado Constitution, any financial obligation of the City under the Site Lease shall be from year to year only, shall be subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. To the extent that any of the City's obligations under the Site Lease are deemed to constitute a multiple fiscal-year financial obligation, the City's performance will be conditioned upon annual appropriation by the Council, in its sole discretion.

[*Signature page follows*]

IN WITNESS WHEREOF, the City and the Trustee have caused this First Amendment to Site and Improvement Lease Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,
a Municipal Corporation, as lessor

By:_____
President of the City Council

(SEAL)

ATTEST:

_____
City Clerk

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, solely in its capacity as Trustee under the Indenture, as lessee

By:_____
Senior Vice President

[*Signature Page to First Supplemental in*]

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Laurel Lutz and Selestina Sandoval, as President of the City Council and Clerk, respectively of the City of Grand Junction, Colorado, a Municipal Corporation.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Stephanie Nichols, as Senior Vice President of Zions Bancorporation, National Association, as Trustee.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

AFTER RECORDATION PLEASE RETURN TO:

Butler Snow LLP
1801 California Street, Suite 5100
Denver, Colorado 80202
Attention: Dillon Peters

LEASE PURCHASE AGREEMENT

DATED AS OF DECEMBER 3, 2025

BETWEEN

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, SOLELY IN ITS CAPACITY AS TRUSTEE UNDER THE INDENTURE IDENTIFIED HEREIN,

AS LESSOR

AND

CITY OF GRAND JUNCTION, COLORADO, AS LESSEE

FIRST AMENDMENT TO

LEASE PURCHASE AGREEMENT

DATED AS OF [CLOSING DATE], 2026

This First Amendment to Lease Purchase Agreement amends and supplements the Lease Purchase Agreement, dated as of December 3, 2025, between Zions Bancorporation, National Association, solely in its capacity as trustee under the Indenture of Trust, dated as of December 3, 2025, as lessor, and the City of Grand Junction, Colorado, as lessee, and recorded on December 4, 2025 in the real estate records of Mesa County, Colorado at Reception No. 3144503.

Pursuant to Section 39-13-104(1)(j), Colorado Revised Statutes, this First Amendment to Lease Purchase Agreement is exempt from the documentary fee.

FIRST AMENDMENT TO
LEASE PURCHASE AGREEMENT

This FIRST AMENDMENT TO LEASE PURCHASE AGREEMENT, dated as of [CLOSING DATE], 2026 (this "First Amendment to Lease"), amends the Lease Purchase Agreement dated as of December 3, 2025 (the "2025 Lease" and as hereby amended, the "Lease"), and is by and between ZIONS BANCORPORATION, NATIONAL ASSOCIATION, Denver, Colorado, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as trustee under the Indenture (the "Trustee"), as lessor hereunder, and the CITY OF GRAND JUNCTION, COLORADO, a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Colorado (the "City"), as lessee.

W I T N E S S E T H:

WHEREAS, the City has been duly organized and is validly existing as a home rule municipality and municipal corporation under the Constitution of the State of Colorado and the home rule charter of the City (the "Charter"); and

WHEREAS, the City has the power, pursuant to Article XX, Section 6 of the Colorado Constitution and the Charter, to enter into long-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, when deemed by the Council of the City (the "Council") to be in the best interest of the City; and

WHEREAS, the City and the Trustee have previously entered a Site and Improvement Lease Agreement, dated as of December 3, 2025 (the "2025 Site Lease"), pursuant to which the City leased to the Trustee certain real property owned by the City as more specifically set forth in Exhibit A to the Site Lease (the "Leased Property"), which Leased Property was leased back to the City by the Trustee pursuant to the terms of a Lease Purchase Agreement, dated as of December 3, 2025 (the "2025 Lease"); and

WHEREAS, the Trustee has previously executed and delivered that certain Indenture of Trust dated as of December 3, 2025 (the "2025 Indenture"); and

WHEREAS, pursuant to the 2025 Indenture, there were executed and delivered the "Certificates of Participation, Series 2025" (the "2025 Certificates"); and

WHEREAS, the proceeds from the sale of the 2025 Certificates were disbursed by the Trustee, at the direction of the City, to defray the costs of the 2025 Project; and

WHEREAS, the 2025 Certificates were originally issued and are currently outstanding in the aggregate principal amount of $12,810,000; and

WHEREAS, pursuant to Section 2.08 of the 2025 Indenture, under certain conditions Additional Certificates (as defined in the 2025 Indenture) may be executed and delivered under the terms of the 2025 Indenture for the purpose of, among other things, financing the costs of completing the Improvement Project; and

WHEREAS, pursuant to Section 9.01 of the 2025 Indenture, the Indenture may be supplemented or amended, with the written consent of the City but without the consent of or notice to the Owners, for the purpose of authorizing the execution and delivery of Additional Certificates for purposes set forth under Section 2.08 of the 2025 Indenture;

WHEREAS, pursuant to Section 9.03 of the 2025 Indenture, the 2025 Lease and 2025 Site Lease may be amended, without the consent or notice to the owners of the 2025 Certificates, to amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 of the 2025 Indenture; and

WHEREAS, the Council has determined that it is in the best interest of the City for the City and its inhabitants to enter into the First Amendment to Site Lease and this First Amendment to Lease to pay the costs of completing the Improvement Project as planned (as defined in the 2025 Indenture); and

WHEREAS, in order to effectuate the Improvement Project, the City and the Trustee wish to enter into this First Amendment to Lease, dated as of [CLOSING DATE], 2026; and

WHEREAS, contemporaneously with the execution and delivery of this First Amendment to Lease, the Trustee and the City will execute and deliver a First Amendment to Site and Improvement Lease Agreement (the "First Amendment to Site Lease") and the Trustee will execute a First Supplement to Indenture of Trust (the "First Supplemental Indenture" and together with the 2025 Indenture, the "Indenture"), each dated as of the date hereof; and

WHEREAS, pursuant to the 2025 Indenture, there will be executed and delivered certain Certificates of Participation, Series 2026A (the "2026A Certificates") and certain Certificates of Participation, Series 2026B (the "2026B Certificates" and together with the 2026A Certificates, the "2026 Certificates") that will each be Additional Certificates under the Indenture; and

WHEREAS, this First Amendment to Lease is permitted to be executed by Section 9.03 of the Indenture, and the Trustee has consented to the execution of this First Amendment to Lease pursuant to the same; and

WHEREAS, the Council has adopted an ordinance authorizing and approving the execution and delivery by the City of this First Amendment to Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

Section 1. Definitions. For all purposes of the Lease and this First Amendment to Lease, the following terms, except where the context requires otherwise, have the meanings set forth below. In the event that a contrary definition is set forth in Section 1.2 of the 2025 Lease, the definition set forth below shall amend and supersede the definition in the 2025 Lease.

"2025 Certificates" means the Certificates of Participation, Series 2025, executed and delivered pursuant to the 2025 Indenture.

"2025 Improvement Project" means collectively, the acquisition, construction, installation, equipping and improvement of certain solid waste facilities by expanding its recycling operations with associated amenities and supporting public improvements needed or desired in connection therewith.

"2025 Indenture" means the Indenture of Trust, dated as of December 3, 2025, executed by the Trustee.

"2025 Lease" means the Lease Purchase Agreement, dated as of December 3, 2025, between the Trustee, solely in its capacity of trustee under the Indenture, as lessor, and the City, as lessee.

"2025 Project" means the 2025 Refunding Project and the 2025 Improvement Project.

"2025 Refunding Project" means the refunding, payment and cancellation of all of the outstanding amounts due and owing under the Note, and the payment of all costs and expenses incidental thereto, as provided in this Lease and the Indenture.

"2025 Site Lease" means the Site Lease Agreement, dated as of December 3, 2025, between the City, as lessor, and the Trustee, solely in its capacity of trustee under the Indenture, as lessee.

"2025 Tax Certificate" means the Tax Compliance Certificate entered into by the City with respect to the 2025 Lease and the execution and delivery of the 2025 Certificates.

"2026 Certificates" means, collectively, the 2026A Certificates and the 2026B Certificates.

"2026A Certificates" means the Certificates of Participation, Series 2026A, executed and delivered pursuant to the First Supplemental Indenture.

"2026B Certificates" means the Certificates of Participation, Series 2026B, executed and delivered pursuant to the First Supplemental Indenture.

"2026 Tax Certificate" means the Tax Compliance Certificate entered into by the City with respect to this First Amendment to Lease and the execution and delivery of the 2026 Certificates.

"First Amendment to Lease" means this First Amendment to Lease Purchase Agreement, dated as of [CLOSING DATE], 2026, between the Trustee, solely in its capacity of trustee under the Indenture, as lessor, and the City, as lessee.

"First Amendment to Site Lease" means the First Amendment to Site and Improvement Lease Agreement, dated as of [CLOSING DATE], 2026, between the Trustee, solely in its capacity of trustee under the Indenture, as lessee, and the City, as lessor.

"First Supplemental Indenture" means the First Supplement to Indenture of Trust, dated as of [CLOSING DATE], 2026, executed by the Trustee.

"Indenture" means the 2025 Indenture, as supplemented by the First Supplemental Indenture.

"Lease" means the 2025 Lease, as amended by this First Amendment to Lease.

"Site Lease" means the 2025 Site Lease, as amended by the First Amendment to Site Lease.

Section 2. First Amendment to Lease. This First Amendment to Lease amends and supplements the 2025 Lease, and is entered into in accordance with the provisions of the 2025 Lease and the Indenture. This First Amendment to Lease shall hereafter form a part of the Lease and all the terms and conditions contained herein shall be deemed to be part of the Lease for any and all purposes. Except as expressly amended by this First Amendment to Lease, the 2025 Lease shall remain as originally stated and is hereby ratified, approved and confirmed.

Section 3. Representations, Covenants and Warranties of the City. The City represents and covenants to the Trustee and the Certificate Owners, to the extent allowed by law and subject to renewal of the Lease and Appropriation as set forth in Article 6 of the 2025 Lease, as follows:

(a) As of the date hereof, the Lease Term remains in effect.

(a) No Event of Nonappropriation or Event of Lease Default has occurred and is continuing under the Lease.

(b) Each of the City's representations, covenants and warranties set forth in Section 2.1 of the 2025 Lease remains true and correct as of the date hereof.

(c) The City is authorized to enter into the transactions contemplated by the Site Lease and Lease, including this First Amendment to Lease, and to carry out its obligations under the Site Lease and Lease. The City has duly authorized and approved the execution and delivery of the First Amendment to Site Lease and this First Amendment to Lease.

(d) The City covenants that the proceeds of the 2026 Certificates will be used to finance the Improvement Project and to pay the costs of execution and delivery of the 2026 Certificates.

(e) The financing of the Improvement Project, under the terms and conditions provided for in the Site Lease and in the Lease, as amended by this First Amendment to Lease, is necessary, convenient and in furtherance of the City's governmental or proprietary purposes, and is in the best interests of the City and its inhabitants.

(f) Neither the execution and delivery of the First Amendment to Site Lease or this First Amendment to Lease, nor the fulfillment of or compliance with the terms and conditions of the Site Lease or the Lease, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment, or administrative order applicable to the City, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the City, except for Permitted Encumbrances.

(g) There is no litigation or proceeding pending against the City affecting the right of the City to execute the First Amendment to Site Lease or this First Amendment to Lease, or the ability of the City to finance the Improvement Project, or the ability of the City to make the payments required under the Lease, as amended hereby, or to otherwise comply with the obligations contained in the Site Lease or the Lease, as amended hereby, or which, if adversely determined, would, in the aggregate or in any case, materially adversely affect the property, assets, financial condition or business of the City or materially impair the right or ability of the City to carry on its operations substantially as now conducted or anticipated to be conducted in the future.

(h) The City covenants and agrees to comply with any applicable covenants and requirements of the City set forth in the 2026 Tax Certificate.

Section 4. Representations, Covenants and Warranties of the Trustee. The Trustee represents, covenants and warrants for the benefit of the City and the Certificate Owners, as follows:

(a) No Event of Nonappropriation or Event of Lease Default has occurred and is continuing under the Lease.

(b) No Event of Indenture Default has occurred and is continuing under the Indenture.

(c) Each of the Trustee's representations, covenants and warranties set forth in Section 2.2 of the 2025 Lease remains true and correct as of the date hereof.

(d) The Trustee has duly authorized the execution and delivery of the First Amendment to Site Lease, this First Amendment to Lease and the First Supplemental Indenture.

(e) Neither the execution and delivery of the Lease, the Site Lease or the Indenture by the Trustee, nor the fulfillment of or compliance with the terms and conditions thereof and hereof, nor the consummation of the transactions contemplated thereby or hereby conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which the Trustee is now a party or by which the Trustee is bound, or constitutes a default under any of the foregoing.

(f) To the Trustee's knowledge, there is no litigation or proceeding pending against the Trustee affecting the right of the Trustee to execute the Lease, the Site Lease, or the Indenture, and perform its respective obligations thereunder.

Section 5. Certificates. For purposes of the Lease and the Indenture, the term "Certificates" shall mean and include: (a) the 2026 Certificates being executed and delivered pursuant to the First Supplemental Indenture, (b) the Outstanding 2025 Certificates, and (c) any other Additional Certificates hereafter executed and delivered in accordance with the terms and provisions of the Indenture.

Section 6. City Consent to First Supplemental Indenture and Acknowledgement of 2026 Certificates.

The City consents to the provisions of the First Supplemental Indenture. The City acknowledges and consents to the execution, sale and delivery of the 2026 Certificates pursuant to the First Supplemental Indenture and acknowledges and approves the form of the 2026 Certificates contained in the First Supplemental Indenture.

Section 7. Tax Covenants. Section 11.5 of the Lease is hereby amended by adding the following paragraphs at the end thereof:

"The City covenants for the benefit of the Owners of the 2026 Certificates that it will not take any action or omit to take any action with respect to the 2026 Certificates, the proceeds thereof, any other funds of the City, or any facilities financed with the proceeds of the 2026 Certificates (except for the possible exercise of the City's right to terminate the Lease as provided herein) if such action or omission (i) would cause the interest on the 2026 Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the 2026 Certificates to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the 2026 Certificates to lose its exclusion from Colorado taxable income or to lose its

exclusion from Colorado alternative minimum taxable income under present Colorado law. Subject to the City's right to terminate the Lease as provided herein, the foregoing covenant shall remain in full force and effect, notwithstanding the payment in full or defeasance of the 2026 Certificates, until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code and Colorado law have been met.

In addition, the City covenants that its direction of investments pursuant to Article 5 of the Indenture shall also be in compliance with the procedures established by the 2026 Tax Certificate to the extent required to comply with its covenants contained in the foregoing provisions of this Section. The City hereby agrees that, to the extent necessary, it will, during the Lease Term, pay to the Trustee such sums as are required for the Trustee to pay the amounts due and owing to the United States Treasury as rebate payments. Any such payment shall be accompanied by directions to the Trustee to pay such amounts to the United States Treasury. Any payment of City moneys pursuant to the foregoing sentence shall be Additional Rentals for all purposes of this Lease.

The City is to execute the 2026 Tax Certificate in connection with the execution and delivery of this First Amendment to Lease, which 2026 Tax Certificate shall provide further details in respect of the City's tax covenants herein."

Section 8. Amendment to Exhibit C - Base Rentals Schedule.

In accordance with Section 6.2 of the Lease, the Base Rentals have been recalculated in connection with the execution and delivery of the 2026 Certificates as Additional Certificates under the Indenture, as set forth in Exhibit C to this First Amendment to Lease attached hereto and by this reference made a part hereof. Concurrently with the execution and delivery of this First Amendment to Lease, such Exhibit C hereto shall replace Exhibit C to the 2025 Lease and all references to Exhibit C in the Lease shall refer to the revised schedule of Base Rentals set forth in Exhibit C to this First Amendment to Lease.

The City has determined and hereby determines that the recalculated Base Rentals under the Lease represent the fair value of the use of the Leased Property and that the Purchase Option Price for the Leased Property will represent the fair purchase price of the Trustee's leasehold interest in the Leased Property at the time of the exercise of the option. The City has determined and hereby determines that the recalculated Base Rentals do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property hereunder. In making such determinations, the City has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the citizens and inhabitants of the City by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Trustee's leasehold interest in the Leased Property and the expected eventual vesting of unencumbered title to the Leased Property in the City. The City hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in

the Leased Property (i.e., the entire maximum Lease Term for the Leased Property) does not exceed the weighted average useful life of the Leased Property.

Section 9. Title Insurance. Concurrently with the execution and delivery of this First Amendment to Lease, the Trustee shall be provided with one or more binders or commitments, or endorsements, for one or more standard mortgagee's title insurance policies issued to the Trustee, insuring its leasehold interest in the Leased Property, subject only to Permitted Encumbrances, in the total aggregate amount of $[_____], or such lesser amount as shall be the maximum insurable value of the Improvement Project.

Section 10. Execution in Counterparts. This First Amendment to Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11. Applicable Law. This First Amendment to Lease shall be governed by and construed in accordance with the law of the State of Colorado without regard to choice of law analysis.

Section 12. Recitals. The Recitals set forth in this First Amendment to Lease are hereby incorporated by this reference and made a part of the Lease.

Section 13. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this First Amendment to Lease.

Section 14. Trustee's Disclaimer. It is expressly understood and agreed that (a) the First Amendment to Lease is executed by Zions Bancorporation, National Association, solely in its capacity as Trustee under the Indenture, and (b) nothing herein shall be construed as creating any liability on Zions Bancorporation, National Association other than in its capacity as Trustee under the Indenture. All financial obligations of the Trustee under the Lease, except those resulting from its willful misconduct or negligence, are limited to the Trust Estate.

Section 15. Electronic Transactions. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[*Signature page follows*]

IN WITNESS WHEREOF, the City and the Trustee have caused this First Amendment to Lease Purchase Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO,
a Municipal Corporation, as lessee

By:_____
President of the City Council

(SEAL)

ATTEST:

_____
City Clerk

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, solely in its capacity as Trustee under the Indenture, as lessor

By:_____
Senior Vice President

[*Signature Page to First Amendment to Lease*]

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Laurel Lutz and Selestina Sandoval, as President of the City Council and Clerk, respectively of the City of Grand Junction, Colorado, a Municipal Corporation.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Stephanie Nichols, as Senior Vice President of Zions Bancorporation, National Association, as Trustee.

WITNESS my hand and official seal.

(SEAL)

_____
Notary Public

EXHIBIT C

COMBINED BASE RENTALS SCHEDULE

[TO BE INSERTED]

Base Rental payments are due on May 15 and November 15 of each year during the Lease Term. The Base Rentals have been calculated on the basis of a 360-day year of twelve 30-day months and any recalculation of Base Rentals under Section 6.2(a) hereof shall be done on the same basis. If Base Rentals are stated to be due on any date that is not a Business Day, such Base Rentals shall be due on the next day that is a Business Day without the accrual of interest on Base Rentals between such dates.

Statement Regarding the Leased Property

The duration of the Lease, throughout the maximum Lease Term, does not exceed the weighted average useful life of the Leased Property.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING ADDITIONAL CERTIFICATES UNDER THE 2025 LEASE PURCHASE FINANCING FOR ADDITIONAL FUNDING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN SOLID WASTE FACILITIES AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF A FIRST AMENDMENT TO A PREVIOUSLY EXECUTED SITE AND IMPROVEMENT LEASE AGREEMENT, A FIRST AMENDMENT TO A PREVIOUSLY EXECUTED LEASE PURCHASE AGREEMENT; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Grand Junction, Colorado (the "City"), is a duly organized and existing home rule municipality of the State of Colorado (the "State"), created and operating pursuant to Article XX of the Constitution of the State and the home rule charter of the City (the "Charter"); and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, pursuant to the Charter and Article XX of the State Constitution, the City is authorized to enter into leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, pursuant to such authority, and in order to acquire, construct, and equip certain solid waste facilities by expanding its recycling operations with associated amenities, equipment and supporting public improvements needed or desired in connection therewith (collectively, the "Improvement Project"), the City previously leased certain real property of the City and the improvements located thereon, as further described in Exhibit A to the Lease (as defined below) (the "Leased Property") to Zions Bancorporation, National Association, acting solely in its capacity as trustee under an Indenture of Trust (the "Trustee"), under that certain Site and Improvement Lease Agreement, dated as of December 3, 2025 (the "2025 Site Lease") and then leased the Leased Property back from the Trustee pursuant to a Lease Purchase Agreement, dated as of December 3, 2025 (the "2025 Lease"); and

WHEREAS, in order to finance the Improvement Project, pursuant to an Indenture of Trust, executed and delivered by the Trustee, dated as of December 3, 2025 (the "2025 Indenture"), there were executed and delivered certain Certificates of Participation, Series 2025, evidencing proportionate interests in the Base Rentals and other Revenues under the 2025 Lease (the "2025 Certificates"); and

WHEREAS, the 2025 Certificates were originally issued and are currently outstanding in the aggregate principal amount of $12,810,000; and

WHEREAS, pursuant to Section 2.08 of the 2025 Indenture, under certain conditions Additional Certificates (as defined in the 2025 Indenture) may be executed and delivered under the terms of the 2025 Indenture for the purpose of, among other things, financing the costs of completing the Improvement Project; and

WHEREAS, pursuant to Section 9.01 of the 2025 Indenture, the Indenture may be supplemented or amended, with the written consent of the City but without the consent of or notice to the Owners, for the purpose of authorizing the execution and delivery of Additional Certificates for purposes set forth under Section 2.08 of the 2025 Indenture;

WHEREAS, pursuant to Section 9.03 of the 2025 Indenture, the 2025 Lease and 2025 Site Lease may be amended, without the consent or notice to the owners of the 2025 Certificates, to amend the schedule of Base Rentals and make all other amendments necessary for the execution and delivery of Additional Certificates in accordance with Section 2.08 of the 2025 Indenture; and

WHEREAS, the City Council of the City (the "Council") has determined and hereby determines that it is in the best interests of the City and its inhabitants to amend the 2025 Lease (the "First Amendment to Lease" and together with the 2025 Lease, the "Lease") and the 2025 Site Lease (the "First Amendment to Site Lease" and together with the 2025 Site Lease, the "Site Lease") so that the Trustee, pursuant to an amendment and supplement to the 2025 Indenture (the "First Supplemental Indenture" and together with the 2025 Indenture, the "Indenture"), authorize the execution and delivery of one or more series of Certificates of Participation (the "2026 Certificates"), the proceeds of which will be used to finance the costs of completing the Improvement Project; and

WHEREAS, the City owns, in fee title, the site and premises, buildings and improvements currently located on the Leased Property; and

WHEREAS, pursuant to the Lease, and subject to the right of the City to terminate the Lease and other limitations as therein provided, the City will pay certain Base Rentals and Additional Rentals (as such terms are defined in the Lease) in consideration for the right of the City to use the Leased Property; and

WHEREAS, the City's obligation under the Lease to pay Base Rentals and Additional Rentals shall be from year to year only; shall constitute currently budgeted expenditures of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Lease shall be in effect; and

WHEREAS, pursuant to the First Supplemental Indenture, there are expected to be executed and delivered the 2026 Certificates, dated as of their date of delivery, shall evidence proportionate interests in the right to receive certain Revenues (as defined in the Lease) and shall

not directly or indirectly obligate the City to make any payments beyond those appropriated for any fiscal year during which the Lease shall be in effect; and

WHEREAS, the 2026 Certificates will be executed and delivered pursuant to the First Supplemental Indenture and one or more agreements or proposals between the Trustee and the purchaser or purchasers of the 2026 Certificates (the "Purchase Agreement"), which Purchase Agreement will be acknowledged by the City; and

WHEREAS, the net proceeds of the 2026 Certificates, together with other available money of the City, will be used to finance the Improvement Project and pay the costs of issuing the 2026 Certificates; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S., as amended (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act; and

WHEREAS, there has been presented to the Council and are on file with the City Clerk of the City (the "City Clerk") the following: (i) the proposed form of the First Amendment to Site Lease; (ii) the proposed form of the First Amendment to Lease; and (iii) the form of First Supplement to Indenture of Trust; each of which is approved by this Ordinance with such changes as are approved by the City Manager of the City (the "City Manager") or the Chief Financial Officer of the City (the "Chief Financial Officer"), upon consultation with the City Attorney; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

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

Section 1. **Ratification and Approval of Prior Actions**. All action heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers, agents or employees of the Council or the City relating to the Site Lease, the Lease, the implementation of the Improvement Project, the First Amendment to Lease, First Amendment to Site Lease and the execution and delivery of the 2026 Certificates by the Trustee is hereby ratified, approved and confirmed.

Section 2. **Finding of Best Interests**. The Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the Charter, that undertaking and implementing the Improvement Project and financing the costs thereof pursuant to the terms set forth in the Site Lease and the Lease are necessary, convenient, and in furtherance of the City's purposes and are in the best interests of the inhabitants of the City and the Council hereby authorizes and approves the same.

Section 3. **Supplemental Act Election; Parameters**. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Site Lease and the Lease and in connection therewith delegates to the City Manager or the Chief Financial Officer the independent

authority to make any determination delegable pursuant to Section 11-57-205 of the Supplemental Act in relation to the Site Lease and the Lease, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, including without limitation, the term of the Site Lease, the term of the Lease and the rental amount to be payable by the City pursuant to the Lease, subject to the following parameters and restrictions:

(a) the Site Lease Termination Date shall be no later than December 31, 2055;

(b) the Lease Term shall not extend beyond December 31, 2045;

(c) the aggregate principal amount of the Base Rentals payable by the City pursuant to the Lease shall not exceed $[_____];

(d) the maximum annual repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed $[_____];

(e) the maximum total repayment amount of Base Rentals payable by the City pursuant to the Lease shall not exceed $[_____];

(f) the Lease shall be subject to prepayment at the option of the City, without penalty, no later than December 1, 20[__]; and

(g) the maximum net effective interest rate on the interest component of the Base Rentals relating to the 2026 Certificates shall not exceed [___]%.

Pursuant to Section 11-57-205 of the Supplemental Act, the Council hereby delegates to the President of the City Council (the "President"), the City Manager or the Chief Financial Officer the independent authority to sign any Purchase Agreement for the purchase of the 2026 Certificates, as approved by the City Attorney.

The delegation set forth in this Section 3 shall be effective for one year following the date hereof.

The Council hereby agrees and acknowledges that the net proceeds of the 2026 Certificates, together with other available money of the City, will be used to finance the Improvement Project.

Section 4. **Approval of Documents**. The First Amendment to Site Lease, the First Amendment to Lease, and First Supplement to Indenture, in substantially the forms presented to the Council and on file with the City Clerk, are in all respects approved, authorized and confirmed. The President is hereby authorized and directed for and on behalf of the City to execute and deliver the First Amendment to Site Lease and the First Amendment to Lease in substantially the forms and with substantially the same contents as on file with the City Clerk, provided that such documents may be completed, corrected or revised as deemed necessary or appropriate by the City Manager or Chief Financial Officer, in consultation with the City Attorney, in order to carry out the purposes of this ordinance and to comply with the terms of the Sale Certificate. The execution of the First Amendment to Site Lease and the First Amendment to Lease by the President shall be

conclusive evidence of the approval by the Council of such documents in accordance with the terms hereof and thereof.

Section 5. **Authorization to Execute Collateral Documents**. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance and to place the seal of the City on any document authorized and approved by this Ordinance. The President, the City Clerk, the City Manager, the Chief Financial Officer and other appropriate employees and officials of the City are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance; provided that any such certificate, document, instrument or other paper is first approved as to form by the City Attorney. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as may be approved by bond counsel prior to the execution of the documents. The execution of any document or instrument by the aforementioned officials or employees of the City or members of the Council shall be conclusive evidence of the approval by the Council of such document or instrument in accordance with the terms hereof and thereof.

The President, the City Clerk, the City Manager, the Chief Financial Officer and all other employees and officials of the City that are authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the "Authorized Documents") are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6. **No General Obligation Debt**. No provision of this ordinance, the Site Lease, the Lease, the Indenture, the 2026 Certificates, or the Purchase Agreement shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall have no obligation to make any payment with respect to the 2026 Certificates except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither the Lease nor the 2026 Certificates shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal

year direct or indirect debt or other financial obligation whatsoever. No provision of the Site Lease, the Lease or the 2026 Certificates shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. Neither the Lease nor the 2026 Certificates shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

Section 7. **Reasonableness of Rentals**. The Council hereby determines and declares that the Base Rentals due under the Lease, in the maximum amounts authorized pursuant to Section 3 hereof, constitute the fair rental value of the Leased Property and do not exceed a reasonable amount so as to place the City under an economic compulsion to renew the Lease or to exercise its option to purchase the Trustee's leasehold interest in the Leased Property pursuant to the Lease. The Council hereby determines and declares that the period during which the City has an option to purchase the Trustee's leasehold interest in the Leased Property (i.e., the entire maximum term of the Lease) does not exceed the useful life of the Leased Property. The Council hereby further determines that the amount of rental payments to be received by the City from the Trustee pursuant to the Site Lease is reasonable consideration for the leasing of the Leased Property to the Trustee for the term of the Site Lease as provided therein.

Section 8. **City Representatives**. The Council hereby authorizes each of the City Manager, the Chief Financial Officer and the City Attorney to act as City Representatives under the Lease, or such other person or persons who may be so designated in writing from time to time by the President, as further provided in the Lease.

Section 9. **No Recourse against Officers and Agents**. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the 2026 Certificates. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2026 Certificates and as a part of the consideration of their sale or purchase, any person purchasing or selling the 2026 Certificates specifically waives any such recourse.

Section 10. **Limitation of Action**. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the City in connection with the authorization or issuance of the 2026 Certificates, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the 2026 Certificates.

Section 11. Governing Law and Venue. Any documents authorized and/or issued pursuant to the authorization of this Ordinance will be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law analysis.

Section 12. **Repealer**. All bylaws, orders, resolutions and ordinances of the City, or parts thereof, inconsistent with this ordinance or with any of the documents hereby approved are

hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance of the City, or part thereof, heretofore repealed.

Section 13. **Severability**. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 14. **Charter Controls**. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this ordinance are hereby superseded to the extent of any inconsistencies or conflicts between the provisions of this ordinance and the Sale Certificate authorized hereby and such statutes. Any such inconsistency or conflict is intended by the Council and shall be deemed made pursuant to the authority of Article XX of the State Constitution and the Charter.

Section 15. **Safety Clause**. The Council finds and declares that this Ordinance is promulgated and adopted for the public peace, health or safety and this Ordinance bears a rational relation to the legislative object sought to be obtained.

Section 16. **Disposition of Ordinance**. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the President or President Pro Tem, and City Clerk, and by the certificate of publication.

Section 17. **Effective Date**. This Ordinance shall be in full force and effect 30 days after publication following final passage.

[*The remainder of this page intentionally left blank*]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 5th DAY OF AUGUST, 2026.

CITY OF GRAND JUNCTION, COLORADO

_____

Laurel Lutz (Cole), President of the City Council

Attest:

_____

Selestina Sandoval, City Clerk

INTRODUCED, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN PAMPHLET FORM THIS 19TH DAY OF AUGUST, 2026.

CITY OF GRAND JUNCTION, COLORADO

_____

Laurel Lutz (Cole), President of the City Council

Attest:

_____

Selestina Sandoval, City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS.
)
CITY OF GRAND JUNCTION)

I, Selestina Sandoval, the City Clerk of the City of Grand Junction, Colorado (the "City") and Clerk to the City Council of the City (the "City Council"), do hereby certify that:

1. The foregoing pages are a true, correct and complete copy of an ordinance (the "Ordinance") which was introduced, passed on first reading and ordered published in pamphlet form by the City Council at a regular meeting thereof held on August 5, 2026 and was duly adopted and ordered published in pamphlet form by the City Council at a regular meeting thereof held on August 19, 2026, which Ordinance has not been revoked, rescinded or repealed and is in full force and effect on the date hereof.

2. The Ordinance was duly moved and seconded and the Ordinance was passed on first reading at the meeting of August 5, 2026, an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Laurel Lutz (Cole), President				
Ben Van Dyke, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Anna Stout, District C				
Robert Ballard, District E				
Scott Beilfuss, District at Large				

3. The Ordinance was duly moved and seconded, and the Ordinance was finally passed on second reading at the meeting of August 19, 2026, by an affirmative vote of a majority of the members of the City Council as follows:

City Councilmember	Voting "Aye"	Voting "Nay"	Absent	Abstaining
Laurel Lutz (Cole), President				
Ben Van Dyke, President Pro Tem				
Cody Kennedy, District A				
Jason Nguyen, District B				
Anna Stout, District C				
Robert Ballard, District E				
Scott Beilfuss, District at Large				

4. The members of the City Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

5. The Ordinance was approved and authenticated by the signature of the President of the City Council, sealed with the City seal, attested by the City Clerk, and recorded in the minutes of the City Council.

6. There are no bylaws, rules or regulations of the City Council which might prohibit the adoption of said Ordinance.

7. Notices of the meetings of August 5, 2026, and August 19, 2026, in the forms attached hereto as Exhibit A were posted by the City Clerk at City Hall and otherwise in accordance with law.

8. The Ordinance was published in pamphlet form in The Daily Sentinel, a daily newspaper of general circulation in the City, on August __, 2026, and August __, 2026, as required by the City Charter. Notice of the hearing on the Ordinance was published on _____. True and correct copies of the affidavits of publication are attached hereto as Exhibit B.

[Signature Page Follows]

WITNESS my hand and the seal of the City affixed this ___ day of August, 2026.

_____
City Clerk and Clerk to the City Council

(SEAL)

[*Signature Page to Certificate Regarding Ordinance*]

EXHIBIT A

(Attach Notices of Meetings of August 5, 2026 and August 19, 2026)

EXHIBIT B

(Attach Affidavits of Publication)

Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: August 5, 2026

Presented By: Tim Lehrbach, Principal Planner

Department: Community Development

Submitted By: Tim Lehrbach, Zoning Supervisor

Information

SUBJECT:

Introduction of an Ordinance Amending Sections § 21.07.040 and § 21.09.060(a)(1) of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) Regarding Preservation of Significant Trees, and Setting a Public Hearing for September 2, 2026

RECOMMENDATION:

The Planning Commission heard this item at the July 14, 2026 regular meeting and voted (5-2) to recommend approval.

EXECUTIVE SUMMARY:

The Housing Affordability Code Task Force requests removing Section § 21.07.040 and removing a reference to mature trees at § 21.09.060(a)(1) of the Zoning and Development Code, which provides for the identification, preservation, and mitigation of significant trees during development and the protection of mature trees during the subdivision of property.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The Housing Affordability Code Task Force (HACTF) requests removing Section § 21.07.040 and removing a reference to mature trees at § 21.09.060(a)(1) of the Zoning and Development Code, which provides for the identification, preservation, and mitigation of significant trees during development and the protection of mature trees.

The HACTF recommendation states that these regulations create additional complexity, cost, time, and uncertainty for housing providers and staff, and that the regulations rely on punitive measures related to the presence and removal of trees on private property.

The HACTF further recommends that the City Council “direct staff to explore a non-punitive, voluntary incentive for Significant Tree preservation in the future as resources allow.”

EXISTING SIGNIFICANT AND MATURE TREE REGULATIONS

The preservation of significant trees has been in the Zoning and Development Code since at least 1989, at which time the code required that “[t]he appeal and character of the site shall be preserved and enhanced by retaining and protecting existing trees, planting additional trees and other flora, and other site features.

The code changed over time, and in 2011 the code required “Preservation of Significant Landscape Features. Existing landscape features such as escarpments, large or old trees or stands, heavy vegetative cover, ponds and bluffs shall be identified by the Director as part of the development review process. To the extent the Director deems practicable, such features shall be preserved by the final plans and to such extent, count toward landscape and open space area requirements. Features to be preserved shall be protected throughout site development. If a significant live feature which was to be preserved dies or is substantially damaged, the developer shall replace it with an equivalent feature as determined by the Director. No person shall kill or damage a landscape feature required to be preserved by this section. The developer shall protect trees from compaction under the canopy drip line of the tree unless the City Forester says otherwise.” This code provision remained in place until more recent landscaping code changes became effective in January 2023. The code also required ‘significant natural features, including stands of mature trees to be identified and excluded from areas of development and “Mature trees and/or stands of native vegetation to be protected.”

In 2022, the Highlander Subdivision located near North 12th Street and G Road was approved, and when construction began, several neighbors expressed concern that the project was approved without properly preserving trees, as was required under the code. This event led the City to reexamine the code provision requiring “protection of mature trees” and ultimately recommend revisions to the code providing standards and creating alternatives (mitigation) to create a predictable code for developers, staff, and the community. In reaching the recommendation, the City formed a task force in 2022 that met six times with the intent to revise the landscaping code with three main purposes: to define and create predictable regulations for the preservation of significant trees, to reduce landscaping requirements, and to create predictable regulations for projects wanting to implement xeric landscaping.

A significantly revised landscaping code was approved by City Council by Ordinance 5114, adopted December 21, 2022, which included more specific provisions for the preservation of significant trees. The revised code established a structured framework for identifying, preserving, and mitigating impacts on existing trees as part of the development review process. Since adoption, the regulations apply to new residential, mixed-use, and commercial development, as well as certain redevelopment activity, while exempting all development in industrial zone districts.

As part of development review, applicants are required to submit a surveyed inventory of significant trees unless a preliminary site review by a qualified landscape professional determines that no potentially significant trees are present, in which case the survey requirement is waived. Significant trees proposed for preservation must be clearly identified on the project's landscaping plan.

Significant trees are defined as trees that are 15 inches or greater in diameter at breast height (DBH), are in fair or better condition, are free of irreparable structural defects, and are not affected by pests or disease that would threaten the health of other trees. Trees identified as excluded on the Suitable Plants List are not considered significant for purposes of this section.

Where significant trees are present, the regulations require that at least one tree and no less than 30 percent of significant trees be preserved. Preservation may occur on individual lots, within private common areas, or on land dedicated for public use. In addition, the City Forester may allow well-established, healthy trees under 15 inches DBH to receive preservation credit at an equivalent DBH.

The Code establishes a sequential approach to compliance that prioritizes preservation first. If meeting the minimum preservation requirement would impede the primary development of a site, the Director may grant limited development deviations, including up to a 10 percent adjustment to minimum setbacks, lot size, parking lot interior landscaping, and parking count requirements, or allow the use of cluster development. The City Forester may also adjust dripline protection standards to provide additional flexibility for development around preserved trees.

If these flexibility measures do not provide a viable means of developing the site while preserving the minimum required significant trees, the developer may elect to remove all or some significant trees, subject to mitigation requirements. Tree mitigation/replacement is required based on the percentage of trees preserved, with replacement ratios ranging from one caliper inch per three inches DBH to three caliper inches per five inches of DBH. Replacement trees may be planted on-site within individual lots or private common areas.

When on-site replacement is not feasible, the regulations allow payment of a fee in lieu, calculated based on the value and installation cost of the required replacement trees. Fee-in-lieu payments are used by the City to purchase and plant replacement trees on nearby public property.

Finally, the provisions include standards for protecting preserved trees during construction, including fencing beyond the dripline, prohibitions on vehicle parking or material storage within protected areas, and irrigation requirements to ensure tree health and survival throughout the construction process.

In addition to Section § 21.07.040 regarding significant trees, which is proposed for

deletion altogether, a reference to mature trees at § 21.09.060(a)(1) is proposed to be deleted from the features which must be included and protected on a plat to the extent that the Director deems reasonable to protect public health and safety.

OBSERVED OUTCOMES
There is no local information available yet to demonstrate how these provisions affect residential development, including whether they create material impacts to project feasibility, cost, or timing. The city has limited other examples to reference, but does have two projects that have elected to protect significant trees. One project, SPN-2023-256, a 10,000 square foot office, warehouse, and metals processing building on approximately 9.10 acres, preserved an existing row of mature trees along the northern property boundary. The site was designed to avoid disturbance to these trees, maintaining an existing buffer to adjacent properties and reducing the need for additional landscaping. Although the project was exempt from preserving the trees, the project was able to avoid additional screening, buffering, and landscaping costs that would have otherwise been incurred. Minor site plan, SPN-2024-442, also preserved a significant tree in their landscaping plan.

NOTIFICATION REQUIREMENTS
Notice was completed as required by Section 21.02.030(g). Notice of the public hearing was published on July 4, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS
Section § 21.02.050(d) of the Zoning and Development Code establishes the criteria for Code Text Amendments. An applicant is required to address in writing the reasons for the proposed amendments and the applicant for a Code Text Amendment has the burden of producing evidence that proves each of the following criteria:

(A) Consistency with Comprehensive Plan. *The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.*

With respect to consistency with the Comprehensive Plan, the HACTF provided the following as excerpted from the attached HACTF Recommendation Form:

- Plan Principle 5 – Encourage flexibility and innovation in development design. Currently the code to preserve significant trees restricts site design and removing this language would be consistent with this section of the Comp Plan as it increases flexibility in site planning which is explicitly encouraged by the Comp Plan.
- Plan Principle 3, Responsible and Managed Growth prioritizes infill and redevelopment within City limits. Tree preservation requirements can make redevelopment harder and by eliminating the significant tree language, removes obstacles to urban infill.
- Plan Principle 11- 3(e) Equitable Considerations. Include considerations in equity in decision-making processes across the City organization to ensure that benefits and/or burdens of City actions or investments are shared fairly and do

not disproportionately affect a particular group or geographic location over others.

- The Comp Plan recognizes that housing supply is insufficient. The plan encourages mixed-density housing, higher-density housing, and more housing production. Development regulations increase housing costs and by eliminating the significant tree code language, development costs may be reduced leading to increased housing supply.
- Plan Principle 8- Resource Stewardship supports the City's green infrastructure through retention and protection of healthy established trees. The tree preservation requirements as written are a dis-incentive for property owners to maintain healthy established trees. We should not have a code that punishes a property owner that has provided years or more likely decades worth of the very benefit this code aims to achieve. While some undeveloped properties have more trees than others, developed property overall is responsible for the majority of our existing canopy today.

Staff has reviewed the Comprehensive Plan in consideration of determining consistency with the proposed amendments and finds the following:

Plan Principle 5: Strong Neighborhoods and Housing Choices 5.c. INNOVATIVE DESIGN. Encourage creativity, flexibility, and innovation in the design and construction of new developments and neighborhoods to adapt to unique site conditions and that promote an engaged community and facilitate active and healthy lifestyles (e.g., co housing, community gardens, and recreational amenities).

This strategy calls for development to "adapt to unique site conditions." Unique site conditions typically include both existing natural features such as steep slopes, trees, and wetlands as well as existing features in the built environment such as buildings. Research examining developer perspectives on tree preservation identifies several factors that can influence implementation. These include site grading requirements, financial considerations, and coordination challenges between developers and regulatory agencies. However, the research notes that these constraints are not unique to tree preservation but are part of broader site development conditions that projects routinely navigate. Importantly, the same research highlights that developers are typically willing to work collaboratively with local governments, and that alternative design and innovative construction practices can reduce conflicts between development and tree preservation, while also creating opportunities for cost efficiencies and advancing community goals.

In addition to the flexibility available through site design, the City's significant trees preservation section is structured to accommodate redevelopment and infill conditions through multiple layers of flexibility. The code requires preservation of a minimum of 30 percent of significant trees, allowing for removal of up to 70 percent based on site design needs. Where preservation creates challenges, there exists the ability to grant up to a 10 percent modification to development standards such as setbacks, lot size,

and parking requirements, or to allow cluster development.

Additional flexibility is provided by the City Forester, who may adjust tree protection standards to facilitate development around significant trees. If preservation cannot be reasonably achieved for the minimum 30 percent threshold, the code allows for removal with replacement or fee-in-lieu compliance. These provisions establish multiple pathways for development to proceed, even on constrained sites.

Plan Principle 5: Strong Neighborhoods and Housing Choices 1.c. HOUSING TYPES. Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

Building typology including scale and architecture of structures as well as site features such as mature trees are often understood by residents to be a part of “neighborhood character.”

Plan Principle 7: Great Places and Recreation. 5.c. FLEXIBLE DESIGN. Encourage cluster development, flexible lot sizes, and other design innovations where such approaches would provide open space, protect sensitive environmental resources, scenic vistas, and cultural resources. To the extent possible, resulting open space should provide continuous and usable corridors that create links to existing and/or proposed open spaces, parks, and trails.

Studies of conservation subdivisions have found that these developments routinely preserve substantial open space, often 50 percent or more of the site, while still meeting underlying zoning density and achieving project feasibility. Additional research comparing conservation subdivisions to conventional layouts shows that clustered designs can meet environmental and community objectives without reducing unit counts, and in some cases may improve economic efficiency through reduced infrastructure costs and more marketable site design. Accordingly, the relationship between tree preservation and infill is not one of incompatibility but of design approach.

Plan Principle 8: Resource Stewardship. 4.a. ENVIRONMENTALLY SENSITIVE AREAS. Review policies to ensure they adequately address protection and conservation of significant wildlife habitats, slopes, drainageway environments, prominent ridgelines, mature stands of trees, and other natural and scenic resources for purposes of safety, wildlife survival, recreation, and aesthetics.

This plan strategy specifically calls for the protection and conservation of mature stands of trees. From this, it could be inferred that it has a relationship to preserving significant trees generally but may also be evaluated to be imply that a significant tree, in absence of several (“a stand”), does not necessarily merit protection. A stand of trees is described as a contiguous community of trees sufficiently uniform in species, age, size

or condition.

Plan Principle 8: Resource Stewardship. 5a. URBAN FORESTRY MANAGEMENT. Develop an Urban Forestry Master Plan and support the implementation of goals, objectives, and action items defined in this Plan upon adoption.

This strategy establishes urban forestry as an active, ongoing responsibility supported through both public and private development. As demonstrated in the City's data, the majority of the urban canopy exists on private property, meaning that development decisions play a critical role in both the retention and loss of canopy over time. Because development activity is a primary driver of canopy loss, policies that address tree preservation at time of development are important to maintain and expand the urban forest as outlined in the Comprehensive Plan, the Urban Forestry Management Plan, and the Sustainability and Adaptation Plan. Without such standards, the cumulative impact of site development would likely result in continued canopy decline.

In Grand Junction, the urban forest removes approximately 65,000 pounds of particulate matter from the air annually, improving air quality and reducing respiratory illness. Access to trees is also linked to measurable public health outcomes, including improved mental health, cognitive function and reduced rates of stress, asthma, and heart disease. From an environmental standpoint, the city's tree canopy sequesters roughly 3,927 tons of carbon each year and stores an estimated 166,000 tons long-term, while also reducing stormwater infrastructure costs by approximately $395,000 annually. At the household level, strategic tree placement can lower energy costs by $100 to $250 per year.

The economic value of the urban forest is similarly substantial. The total replacement value of Grand Junction's tree canopy exceeds $1 billion, and the presence of mature trees can increase the value of a single-family home by approximately $23,400.

Plan Principle 8: Resource Stewardship. 5.c. TREE INSTALLATION, REPLACEMENT AND PROTECTION. Support the City's green infrastructure through the retention and protection of healthy, established trees and incorporation of new trees in both public and private spaces as part of public improvement projects, new development, infill/redevelopment and major renovations. Establish criteria for the identification of significant trees and preservation thereof and establish mechanisms for the replacement of established trees in instances where retention is not feasible due to location, site constraints, or other factors.

This strategy explicitly calls for the "retention and protection of healthy, established trees as a component of resource stewardship." Regulations for significant (mature) tree preservation provisions are directly aligned with the objective of establishing a framework to retain existing canopy during development, when the risk of tree loss is greatest.

The strategy specifically calls for the establishment of criteria to identify significant

trees, ensure their preservation, and provide replacement mechanisms when retention is not feasible. This is consistent with the purpose of Section § 21.07.040(d)(1).

While housing affordability is an important community goal and strategy in the Comprehensive Plan, the Plan contemplates a coordinated approach in which housing, environmental stewardship, and neighborhood quality are advanced together; these goals and strategies are not inherently in conflict. In this context, the principle that zoning and development regulations must remain consistent with the Comprehensive Plan underscores that affordability objectives should be pursued alongside rather than in place of other adopted priorities, including the protection of natural resources, urban canopy, and overall site design quality. Features such as mature tree canopy can contribute to neighborhood desirability and property value, while also providing direct cost savings and quality-of-life benefits to residents. In this way, tree preservation supports both immediate livability and longer-term economic resilience for homeowners. Beyond these quantifiable benefits, trees provide essential services such as shade, wildlife habitat, erosion control, and improvements to air and water quality. Collectively, these considerations demonstrate the substantial and ongoing public value of tree preservation, which warrants being weighed alongside site-specific development constraints in the City's decision-making process.

Therefore, staff finds this criterion is not met.

(B) Consistency with Zoning and Development Code Standards. *The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.*

The HACTF provides the following justification for this criterion as excerpted from the HACTF recommendation form:

- This amendment is supported in the City's 2024 Housing Strategy Update under Strategy 1 – Continue to implement land use code changes that facilitate attainable housing development and housing diversity. Specifically listed in the recommended actions for Grand Junction is the evaluation of additional code changes to allow for innovative practices in zoning to encourage affordability and diversity of housing product.
- Removing reference to "mature trees" in 21.09.060(a)(1) reduces confusion in the code in reference to this section.

Staff provides the following analysis regarding this criterion:

Section § 21.07.010 of the Code establishes the purpose of landscaping standards, including enhancing aesthetic quality, reducing heat and glare, improving air quality, facilitating stormwater infiltration, and conserving neighborhood character and property values. Removal of significant tree preservation requirements is not consistent with these stated purposes whereby preservation helps enhance aesthetic

quality, reduce heat, improve air quality and arguably conserves both neighborhood character and property value.

Section § 21.09.010(d) explicitly calls for the “protection of existing natural resources and wildlife habitat, including the preservation of mature trees and native vegetation.”

Section § 21.09.060(a)(1) implements this purpose insofar as it also identifies mature trees and native vegetation as key site features to be preserved during development (also proposed to be deleted by the HACTF text amendment), including ecologically important species such as cottonwoods, which provide critical nesting and roosting habitat for bald eagles in riparian systems in the West.

Section § 21.09.010(l) discourages repetitive building and lot layouts, which are often facilitated by clearing sites of existing natural features.

The proposed amendment would not be consistent with the stated purposes of multiple sections of the code. The recommendation that the City Council “direct staff to explore a non-punitive, voluntary incentive for Significant Tree preservation in the future as resources allow” does not provide a substitution for consistently applying the purposes of the Zoning and Development Code consistent with implementation of the Comprehensive Plan. The City Council may provide such direction irrespective of the proposed amendment. If such direction preceded the abolition of significant (and mature) tree regulations, and alternatives were found to implement the adopted principles, goals, and strategies of the City while maintaining consistency within the Zoning and Development Code, then the proposed amendment could be coupled with the implementation of new policies, programs, or regulations. Instead, the recommended sequence removes significant tree protections immediately and leaves uncertain the future means for implementing the purposes of the City’s adopted plans and codes, let alone the projected outcomes. Therefore, the effect of the proposed amendment is to create a gap in the code where, presently, provisions requiring the identification, protection, and mitigation of significant (and mature) trees are regulatory tools adopted explicitly to implement those purposes.

Staff finds this criterion is not met.

(C) Specific Reasons. *The proposed Code Text Amendment shall meet at least one of the following specific reasons:*

a. To address trends in development or regulatory practices;

The HACTF provides the following as excerpted from their recommendation form:

- A common development trend is removing or simplifying regulations that add procedural steps or discretionary review to development. Section 21.07.040 Preservation of significant trees requires additional site analysis, professional

consultant costs, and additional review steps. Eliminating this section would reduce pre-development studies, simplify the development review process and reduce project timelines.
- Many communities have moved away from tree preservation mandates tied to individual development sites and instead rely on citywide urban forestry programs. Tree canopy goals may be better addressed at the citywide scale rather than site-by-site preservation mandates.

Staff provides the following with respect to addressing trends in development or regulatory practice:

While streamlining regulations can improve efficiency, simplification is not inherently beneficial if it results in the removal of standards that implement adopted policy objectives. Pre-development analysis is a routine and expected component of site planning and feasibility review, typically including evaluation of site constraints such as grading, drainage, utilities, and existing natural features. Industry guidance consistently identifies the inventory and assessment of existing vegetation, including trees, as a standard step in this process rather than an additional requirement. As such, incorporating tree identification into site analysis may not represent a significant additional burden, but instead builds on typical due diligence and may inform more responsive and efficient site design.

Best practice in code reform emphasizes targeted adjustments that improve clarity and predictability while maintaining desired outcomes. Contemporary planning codes generally focus on integrating environmental and site design into consideration into the development process rather than eliminating them. A review of comparable jurisdictions further indicates that tree preservation requirements tied to development remain a standard and widely applied planning tool rather than a declining practice. Municipalities across Colorado, including several peer communities on the Western Slope including communities such as Aurora, Arvada, Fort Collins, Layfette, Longmont, Durango, Telluride, and Glenwood Springs consistently implement development-triggered tree preservation frameworks that require tree inventory, site design consideration, and mitigation when removal occurs. While specific approaches vary, these regulations commonly include size-based thresholds for protected trees, construction protection standards, and replacement or fee-in-lieu requirements tied to tree value or diameter. Many jurisdictions also incorporate flexibility mechanisms, such as clustering, design adjustments, or incentives, to balance preservation with development feasibility. It may be notable that the City of Fruita does not require preservation but does require planting and maintenance of one new tree in every front yard of a new single-unit and duplex unit.

Tree preservation and landscaping regulations ensure that development activity contributes to, rather than diminishes, the urban forest. In Grand Junction, approximately 75 percent of the urban tree canopy is located on private property. The City’s 2023 Urban Forestry Management Plan reinforces this dynamic, noting

that in a typical year private development results in the planting of more than ten times as many trees as are installed by the City in parks and along streets. This demonstrates that private-sector activity is not only a contributor, but a primary mechanism for canopy expansion.

Further, canopy distribution data indicates that the highest levels of coverage occur in residential areas (approximately 52 percent), underscoring the importance of site-level decisions in shaping overall canopy outcomes. Consistent with this, the Urban Forestry Management Plan explicitly identifies the integration of trees into site and development planning as a key strategy, reinforcing the role of regulatory tools in achieving citywide goals. Tree preservation represents the most cost-effective and financially responsible strategy for maintaining urban canopy, particularly when compared to mitigation through replacement planting.

Grand Junction's urban forest is appraised at over $1.1 billion, reflecting the replacement cost of existing trees at their current size. This includes approximately $838 million in tree value on private property and $285 million on public land. At an individual level, small trees are valued at approximately $500, medium trees at $2,100, and large trees at $8,400. This valuation underscores a critical limitation of mitigation-based approaches: replacement requirements do not replicate the economic or ecological value of mature trees. Even when replacement ratios are increased, newly planted trees represent only a fraction of the value and functional benefit of the trees they replace and require decades to reach comparable size and performance.

It is also important to note that the current code exempts single-unit and duplex lots from interior landscaping requirements. Within residential subdivision projects, landscaping is generally limited to perimeter street frontages, with no requirement for internal streets. As a result, many subdivisions may provide minimal on-site landscaping, contributing to uneven distribution of tree canopy and exacerbating inequities in neighborhood greening. This limitation is particularly significant given that single-unit detached housing comprises the majority of the City's housing stock.

b. To expand, modify, or add requirements for development in general or to address specific development issues;

The HACTF provides the following, as excerpted from their recommendation form:

- Modify by removing the significant tree code language. The significant tree requirement adds cost for the following reasons, trees must be surveyed and protected, which may limit the area where development can occur, and may limit lot layout and design.
- The current code §21.07.040(d)(1) can constrain or conflict with site layout efficiency. Eliminating the code would allow site design to respond directly to development needs, reduce the need for administrative adjustments, and improve feasibility for smaller constrained sites.

- Because the regulation applies only during development review, property owners may remove trees prior to submitting an application, limiting the effectiveness of the preservation requirement.

Staff provides the following regarding the criterion to expand, modify, or add requirements for development in general or to address specific development issues;

As discussed above, pre-development analysis, including the identification of site constraints such as existing vegetation, is a routine component of site planning and feasibility review. Staff has not been provided evidence to support the claim that incorporating tree inventory into this process represents a substantial additional burden but rather builds on standard due diligence already undertaken as part of development design.

As addressed earlier, tree preservation does not inherently limit overall unit yield when site design principles, consistent with and promoted by the Comprehensive Plan, are applied. However, as noted by HACTF, staff agrees that the presence of significant trees and the requirement to preserve trees may constrain the site, even though mitigation options are available.

The potential for preemptive removal of regulated features is not unique to tree preservation and does not necessarily justify eliminating the standard. This issue is also acknowledged in the City's Urban Forestry Management Plan, which identifies unlawful tree removal on private property, particularly in advance of development, as an enforcement and regulatory clarity challenge. The Plan recommends refining permitting processes and clarifying requirements, rather than eliminating tree protection standards altogether.

c. To add, modify or expand zone districts; or

Not applicable.

d. To clarify or modify procedures for processing development applications.

Not applicable.

Because the HACTF recommendation clearly modifies requirements for development in general (specific reason b), staff finds this criterion is met.

STAFF FINDING OF FACT AND RECOMMENDATION

Pursuant to GJMC § 21.02.050(d), an applicant for a Code Text Amendment has the burden of producing evidence that proves each of three criteria has been met. After review of the proposed text amendment, the following finding of fact has been made:

In accordance with GJMC §21.02.050(d) of the Grand Junction Zoning and

Development Code, the proposed text amendment to Title 21 is not consistent with the Comprehensive Plan, is not consistent with the Zoning and Development Code, and does meet at least one of the specific reasons outlined. One of the three required criteria has been met.

Therefore, staff recommends denial.

PLANNING COMMISSION FINDING OF FACT AND RECOMMENDATION
At the July 14, 2026 regular meeting, the Planning Commission voted (5-2) to approve a motion recommending approval of the request to the City Council and adopting the findings provided in the recommendation form submitted by the Housing Affordability Code Task Force.

FISCAL IMPACT:

This is no direct fiscal impact for this item.

SUGGESTED MOTION:

I move to introduce and order publication in pamphlet form an ordinance amending Sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Preservation of Significant Trees, and set a public hearing for September 2, 2026.

Attachments

1. Significant Trees Recommendation Form 03.5.26 revised
2. Planning Commission Minutes - 2026 - July 14
3. Draft Ordinance

Recommendation Form – Significant Trees

1. Problem Statement

The Significant Tree provisions of the code introduce additional regulatory requirements for development projects, including tree surveys, preservation thresholds, and replacement requirements. These provisions can increase project complexity, extend review timelines, and add costs for applicants and staff review. Questions remain regarding the overall effectiveness and efficiency of this code as a regulatory tool. Since adoption of this provision, there is no evidence of significant trees being preserved and no fees-in-lieu have been paid.

2. Outcome Statement (Goal / Objective)

The significant trees portion of the code should be removed.

3. Proposed Change (Draft Concept)

The recommendation is to remove the entire section of 21.07.040 from the code and to direct staff to explore a non-punitive, voluntary incentive for Significant Tree preservation in the future as resources allow.

Proposed Code Section for Removal, Grand Junction Municipal Code §21.07.040 – Preservation of Significant Trees and remove reference to mature trees in 21.09.060(a)(1).

~~§ 21.07.040**Preservation of significant trees.**~~

~~**(a)** This section applies to the following:~~

~~**(1)** New residential, mixed-use, and commercial development;~~

~~**(2)** Redevelopment as follows:~~

~~**(i)** Preservation is required for all lots in MU-3.~~

~~**(ii)** Preservation is required for lots larger than one acre in all other zone districts unless otherwise exempt.~~

~~**(3)** All development in Industrial zone districts is exempt from this section.~~

~~**(b)** Existing landscape features such as escarpments, large trees or stands, heavy vegetative cover, ponds, and bluffs shall be identified by the applicant as part of the development review process.~~

~~**(1)** This identification shall include a surveyed inventory of significant trees. Prior to undertaking a survey, an applicant may have a landscape professional view the site and determine whether there are any potential significant trees on the site. If there are no potentially significant trees on the site, the applicant may request the Director waive the survey requirement.~~

~~**(2)** Any significant tree to be preserved during development shall be identified on the proposed landscaping plan.~~

~~**(c)** All trees, except those identified as 'excluded' on the Suitable Plants List, that meet all of the following criteria as determined by a certified arborist shall be considered significant:~~

~~**(1)** Are 15 inches or larger in DBH;~~

~~**(2)** Are in fair or better condition;~~

~~**(3)** Are free from irreparable structural defects; and~~

~~**(4)** Are not infested with a disease or pestilence that threatens the good health of other trees.~~

~~**(d)** Preservation Required.~~

~~**(1)** Where significant trees exist on a property, at least one and no less than 30% of significant trees shall be preserved during development.~~

~~**(i)** Significant trees may be preserved in individual lots or private common areas.~~

(ii) Significant trees may also be preserved in land dedicated for public use while still credited to the site tree preservation requirement. Where the value of the land dedication does not meet the minimum assessment requirement of GJMC § **21.05.030(a)**, the valuation of the significant tree shall not be considered separately from or added to the assessment total.

(iii) The developer may request review by the City Forester to determine if well-established. healthy trees under 15 inches in diameter may be approved for credit towards preservation at an equivalent DBH.

(2) If the 30% minimum preservation requirement impedes the proposed Primary Development of a site, then the Director may grant a 10% adjustment of the minimum setbacks, lot size, parking lot interior landscaping, and parking count requirements, or allow the use of cluster development.

(3) Furthermore, the City Forester may adjust the drip line protection standards described in Subsection (d)(6)(i) of this section so to allow for additional flexibility for the development to occur around the identified significant trees.

(4) If the provisions in Subsections **(d)(2)** and **(3)** do not provide a viable means of development the site with the preservation of the minimum required significant trees then, at the developer's discretion, the developer may remove significant trees present on the site. Tree replacement shall be required for all significant trees removed on a property at the following ratios:

Table 21.07-3: Tree Replacement Requirements

Percent of Trees Preserved	Tree Replacement Ratio
Minimum 30% preservation	3 caliper inches per 5 inches DBH [1]
Above 30% minimum	1 caliper inch per 3 inches DBH [2]
Significant trees damaged or killed during construction	3 caliper inches per 5 inches DBH [1]

Notes:

[1] If developer cannot replace trees on-site, they may pay a fee-in-lieu according to GJMC § **21.07.040(f)**.

[2] See GJMC § **21.07.040(d)(1)(ii)** for credit applied to preserved trees.

(e) Replacement of Significant Trees.

Replacement trees may be planted in individual lots and private common areas.

(f) Fee-In-Lieu.

The fee in-lieu shall be based on the value of the required replacement tree(s) not planted on site, along with the total cost of installation. The City shall use this payment to purchase the required replacement trees not planted on-site and plant them on nearby public property.

(g) Features to be preserved shall be protected throughout site development. No person shall kill or damage a landscape feature required to be preserved by this section. The developer shall protect trees from compaction.

(1) During construction, existing plant material to be preserved shall be enclosed by a temporary fence at least five feet outside the canopy dripline. In no case shall vehicles be parked, or materials or equipment be stored or stockpiled within the enclosed area.

(2) Irrigation shall be provided to trees preserved during construction of sufficient quantity to ensure their health and survival.

§ 21.09.060 Open and undeveloped spaces.

(a)(1) Stream beds and corridors, bluffs, ridges, steep slopes, mature trees and/or stands of native vegetation, rock outcroppings, wetlands, native upland ecosystems, riparian areas, and wildlife corridors;

Code Text Amendment Criteria – City of Grand Junction Land Use Code §21.02.050.(d)(3)(iii)
An applicant for a Code Text Amendment has the burden of producing evidence that proves each of the following criteria:

Review Criteria

A. Consistency with Comprehensive Plan. The proposed Code Text Amendment is generally consistent with applicable provisions of the Comprehensive Plan.

- Plan Principle 5 – Encourage flexibility and innovation in development design. Currently the code to preserve significant trees restricts site design and removing this language would be consistent with this section of the Comp Plan as it increases flexibility in site planning which is explicitly encouraged by the Comp Plan.
- Plan Principle 3, Responsible and Managed Growth prioritizes infill and redevelopment within City limits. Tree preservation requirements can make redevelopment harder and by eliminating the significant tree language, removes obstacles to urban infill.
- Plan Principle 11- 3(e) Equitable Considerations. Include considerations in equity in decision-making processes across the City organization to ensure that benefits and/or burdens of City actions or investments are shared fairly and do not disproportionately affect a particular group or geographic location over others.
- The Comp Plan recognizes that housing supply is insufficient. The plan encourages mixed-density housing, higher-density housing, and more housing production. Development regulations increase housing costs and by eliminating the significant tree code language, development costs may be reduced leading to increased housing supply.
- Plan Principle 8- Resource Stewardship supports the City's green infrastructure through retention and protection of healthy established trees. The tree preservation requirements as written are a dis-incentive for property owners to maintain healthy established trees. We should not have a code that punishes a property owner that has provided years or more likely decades worth of the very benefit this code aims to achieve. While some undeveloped properties have more trees than others, developed property overall is responsible for the majority of our existing canopy today.

B. Consistency with Zoning and Development Code Standards. The proposed Code Text Amendment is consistent with and does not conflict with or contradict other provisions of this Code.

- This amendment is supported in the City's 2024 Housing Strategy Update under Strategy 1 – Continue to implement land use code changes that facilitate attainable housing development and housing diversity. Specifically listed in the recommended actions for Grand Junction is the evaluation of additional code changes to allow for innovative practices in zoning to encourage affordability and diversity of housing product.
- Removing reference to "mature trees" in 21.09.060(a)(1) reduces confusion in the code in reference to this section.

C. Specific Reasons.

a. To address trends in development or regulatory practices;

- A common development trend is removing or simplifying regulations that add procedural steps or discretionary review to development. Section 21.07.040 Preservation of significant trees requires additional site analysis, professional consultant costs, and additional review steps. Eliminating this section would reduce pre-development studies, simplify the development review process and reduce project timelines.
- Many communities have moved away from tree preservation mandates tied to individual development sites and instead rely on citywide urban forestry programs. Tree canopy goals may be better addressed at the citywide scale rather than site-by-site preservation mandates.

b. To expand, modify, or add requirements for development in general or to address specific development issues;

- Modify by removing the significant tree code language. The significant tree requirement adds cost for the following reasons, trees must be surveyed and protected, which may limit the area where development can occur, and may limit lot layout and design.
- The current code §21.07.040(d)(1) can constrain or conflict with site layout efficiency. Eliminating the code would allow site design to respond directly to development needs, reduce the need for administrative adjustments, and improve feasibility for smaller constrained sites.

c. Because the regulation applies only during development review, property owners may remove trees prior to submitting an application, limiting the effectiveness of the preservation requirement.

d. To add, modify or expand zone districts; or

- N/A

e. To clarify or modify procedures for processing development applications.

- N/A

Metrics

Amendment Title/Reference: Significant Trees – Code Language §21.07.040	Description: Remove section §21.07.040

Which of the City Council Strategic Priorities is the proposal implementing?

	Check All Boxes that Apply
Strategic Pillar 1: Core Services	
Strategic Pillar 2: Housing	X
Strategic Pillar 3: Fiscal Policy & Position	
Strategic Pillar 4: Gov. Transparency	
Strategic Pillar 5: Gov. Efficiency	X

Cost Consideration Metric Point		Positive Impact *(Reduce Cost)*	Neutral Impact *(No Change)*	Negative Impact (*Increase Cost)*	Description of impact (Notes)
Direct Cost / Expenses:					
	Land / Entitlements:	x			Tree survey requirement, calculations, increased meetings, negotiation, ambiguity in the code
	Infrastructure	x			Influence on design except in some circumstances where the existence of trees have no conflict
	Vertical Building	x			Influence on Design when conflicts with housing
Cost of Time:					
	Entitlement Process:	x			Adds time in navigation, providing documentation, etc
	Infrastructure:	x			Design and construction limitations
	Market Conditions Fluctuation				
Intangibles:					

Land Use Efficiency	X			When there is aconflict with infrastructure or housing and significant trees
Risk & Predictability Confidence	X			Ambiguity in code and forester involvement

Which Comprehensive Plan Principals is the proposal implementing?

	Check Boxes that Apply
Plan Principle 1: Collective Identity	
Plan Principle 2: Resilient and Diverse Economy	
Plan Principle 3: Responsible and Managed Growth	X
Plan Principle 4: Downtown and University Districts	
Plan Principle 5: Strong Neighborhoods and Housing Choices	X
Plan Principle 6: Efficient and Connected Transportation	
Plan Principle 7: Great Places and Recreation	
Plan Principle 8: Resource Stewardship	X
Plan Principle 9: Quality Education and Facilities	
Plan Principle 10: Safe, Healthy, and Inclusive Community	
Plan Principle 11: Effective and Transparent Government	X

GRAND JUNCTION PLANNING COMMISSION
July 14, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:30 p.m. by Commissioner Robert Quintero.

Those present were Planning Commissioners; Ian Thomas, Gregg Palmer, Ian Moore, Sandra Weckerly (virtually), Keith Ehlers, and Caleb Abeloe.

Also present were Jamie Beard (Assistant City Attorney), Thomas Lloyd (Planning Manager), Tim Lehrbach (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There were 5 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from June 23, 2026.

   Commissioner Palmer moved to approve the Consent Agenda.

   Commissioner Moore seconded; motion passed 7-0.

REGULAR AGENDA

1. **Redlands 360 Amended ODP Plan** **PLD-2025-714**
   Consider a request by Grand Junction Land Company, LLC (Owner of Part), Redlands Three Sixty, LLC (Owner of Part), and La Plata Communities, LLC (Applicant) to amend the Redlands 360 Planned Development Outline Development Plan (ODP), incorporate approximately 29.08 acres into the ODP, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and establish Planned Development (PD) Zoning for newly added lands, resulting in a total ODP area of approximately 629.08 acres, and amend the ODP to modify certain bulk and lighting standards for property located South of the Redlands Parkway and Highway 340 Intersection

   Staff Presentation
   Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

   Questions for Staff
   Commissioner Moore asked for clarification that the only public comment received on this project was from the neighborhood meeting minutes.

Applicant Jane Quimby made a presentation about the Redlands 360 project.

Commissioner Moore asked the applicant Jane Quimby about the number of trails that would remain as they are now and not be developed or altered. Also asked if the reasoning for the amended ODP is due to the additional properties that were acquired.

Commissioner Palmer asked staff for clarification about the number of build outs for the project. Daniella Acosta-Stine clarified that the maximum number of units for the planned development was 1,750.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, July 7, 2026, via www.gjcity.org.

There were no public comments.

The public hearing was closed at 6:03 p.m. on July 14, 2026.

Discussion
There was no discussion among the commissioners.

Motion and Vote
Commissioner Palmer made the following motion "Chair, on the amendment on the Planned Development Outline Development Plan for the Redlands 360 development that will incorporate approximately 29.08 acres, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, resulting in a total ODP area of approximately 629.08 acres; establish PD zoning for the newly added lands, including Parcel No. 2945-172-00-183, which was recently annexed without a City zoning designation, and rezone Parcel Nos. 2945-183-00-005 and 2945-183-00-006 from RSF-4 to PD; and amend the ODP to modify certain bulk and lighting standards for property located south of the Redlands Parkway and Highway 340 intersection, City File Number PLD-2025-714, I move that the Planning Commission forward a recommendation of approval to the City Council with the findings of fact listed in the staff report."

Commissioner Moore seconded; Motion passed 7-0.

2. Zoning Code Amendment – Significant Trees ZCA-2026-51
Consider a request by the Housing Affordability Code Task Force to amend Section 21.07.040 and § 21.09.060(a)(1) of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Preservation of Significant Trees

Staff Presentation
Tim Lehrbach, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff

Commissioner Moore asked staff about their feelings towards the previous code and tree preservation, and Grand Junction's tree canopy loss.

Commissioner Quintero asked about the length of process to have a parcel evaluated.

Commissioner Thomas asked about the number of projects that have been evaluated using the present Significant Tree Code.

Commissioner Ehlers asked staff about options to incentivize preservation of trees, and a non-punitive option for developers. He also asked about data referencing the loss of tree canopy and the tree canopy that has been created by developers.

Commissioner Weckerly asked staff about data, for instances that occurred when trees were removed before development to circumvent current Significant Tree Code.

Commissioner Moore followed up with questions about penalty to developers eliminating trees on a property before even applying with the city.

Co-Chair of the Housing Affordability Code Task Force (HACTF, Kevin Bray, made a presentation to Planning Commission.

Commissioner Thomas asked applicant Kevin Bray about consideration of proposing an alternative rather than removing the regulation in its entirety. Thomas followed up with the likelihood of leaving current code as is while density regulations are being met with development.

Commissioner Moore asked about developer's feelings before the code was updated.

Commissioner Abeloe asked for a list of cost to developers when they submit an application under current code for significant tree portion and tree survey, and if there is any loss of land. Commissioner Weckerly asked if cottonwoods were considered a significant tree and made comments about their high-water need.

Commissioner Ehlers made comments about research being conducted by universities about the water consumption of older trees and with the current drought the need to keep trees is conflicting and bad code.

Commissioner Abeloe asked for clarification about cost of development and what the additional cost of the arborist and preserving trees are, and if any measures were taken for incentives.

Commissioner Weckerly asked if current code disincentivizes green field development and infill.

City staff and the applicant responded to the presentations of each party and to the questions raised by the Commission.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, July 7, 2026, via www.gjcity.org.

HACTF member, Ron Abeloe commented that the urban canopy was growing in the valley under private development.

HACTF member, Mike Foster, made comments about decision making with trees and when to cut them down.

The public hearing was closed at 7:18 p.m. on July 14, 2026.

Discussion
Commissioner Moore stated that a lot of work has gone into making this current code and there needs to be more presented.

Commissioner Ehlers expressed concerns about the existing code, indicating that the proposed changes are needed and satisfy the approval criteria, while raising concerns about the extent of government regulation.

Commissioner Weckerly commented that the city forester made a presentation to planning commission in workshop.

Commissioner Abeloe says he looks at cost analysis when he develops properties and members of the HACTF also have that same experience and they know of options to make housing more affordable.

Commissioner Thomas made comment that he is not seeing the burden with the current code and HACTF didn't present any hard data to support their position.

Commissioner Palmer made comment that no real numbers were presented and the amount of savings that would be incurred with code being changed.

Motion and Vote
Commissioner Abeloe made the following motion "Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-51, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as provided by the Housing Affordable Task Force."

Commissioner Ehlers seconded; Motion passed 5-2.

OTHER BUSINESS

The item on the June 23rd hearing pertaining to a zoning code amendment for shared driveways was postponed for tonight's hearing. This item is still being worked on and will be readvertised when it is ready to be heard at an upcoming hearing.

ADJOURNMENT

Commissioner Ehlers made a motion to adjourn the meeting.
The vote to adjourn was 7-0.

The meeting adjourned at 8:15 p.m.

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS OF THE ZONING AND DEVELOPMENT CODE (TITLE 21 OF THE GRAND JUNCTION MUNICIPAL CODE) REGARDING PRESERVATION OF SIGNIFICANT TREES

Recitals

The City Council desires to maintain effective zoning and development regulations that implement the vision and goals of the Comprehensive Plan while being flexible and responsive to the community's desires and market conditions and has directed that the Code be reviewed and amended as necessary.

On August 6, 2025, the City Council adopted Resolution No. 47-25 appointing members to a Housing Affordability Code Task Force, which would provide recommendations to the city to reduce the regulatory burden of developing new affordable and workforce housing which would result in reducing housing costs.

The Housing Affordability Code Task Force has recommended that the City Council amend the Zoning and Development Code to remove provisions requiring the preservation of significant trees with development.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of the proposed amendments.

After public notice and public hearing, the Grand Junction City Council finds that the amendments to the Zoning & Development Code implement the vision and goals of the Comprehensive Plan and that the amendments provided in this Ordinance are responsive to the community's desires, encourage orderly development of real property in the City, and otherwise advance and protect the public health, safety, and welfare of the City and its residents.

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

The following sections of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) are amended as follows (deletions ~~struck through~~, added language underlined):

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21.07.040 PRESERVATION OF SIGNIFICANT TREES.

(a) This section applies to the following:

(1) New residential, mixed-use, and commercial development;

(2) Redevelopment as follows:

(i) Preservation is required for all lots in MU-3.

(ii) Preservation is required for lots larger than one acre in all other zone districts unless otherwise exempt.

(3) All development in Industrial zone districts is exempt from this section.

(b) Existing landscape features such as escarpments, large trees or stands, heavy vegetative cover, ponds, and bluffs shall be identified by the applicant as part of the development review process.

(1) This identification shall include a surveyed inventory of significant trees. Prior to undertaking a survey, an applicant may have a landscape professional view the site and determine whether there are any potential significant trees on the site. If there are no potentially significant trees on the site, the applicant may request the Director waive the survey requirement.

(2) Any significant tree to be preserved during development shall be identified on the proposed landscaping plan.

(c) All trees, except those identified as 'excluded' on the Suitable Plants List, that meet all of the following criteria as determined by a certified arborist shall be considered significant:

(1) Are 15 inches or larger in DBH;

(2) Are in fair or better condition;

(3) Are free from irreparable structural defects; and

(4) Are not infested with a disease or pestilence that threatens the good health of other trees.

(d) Preservation Required.

(1) Where significant trees exist on a property, at least one and no less than 30% of significant trees shall be preserved during development.

(i) Significant trees may be preserved in individual lots or private common areas.

(ii) Significant trees may also be preserved in land dedicated for public use while still credited to the site tree preservation requirement. Where the value of the land dedication does not meet the minimum assessment requirement of GJMC § 21.05.030(a), the valuation of the significant tree shall not be considered separately from or added to the assessment total.

(iii) The developer may request review by the City Forester to determine if well-established. healthy trees under 15 inches in diameter may be approved for credit towards preservation at an equivalent DBH.

DRAFT

(2) If the 30% minimum preservation requirement impedes the proposed Primary Development of a site, then the Director may grant a 10% adjustment of the minimum setbacks, lot size, parking lot interior landscaping, and parking count requirements, or allow the use of cluster development.

(3) Furthermore, the City Forester may adjust the drip line protection standards described in Subsection (d)(6)(i) of this section so to allow for additional flexibility for the development to occur around the identified significant trees.

(4) If the provisions in Subsections (d)(2) and (3) do not provide a viable means of development the site with the preservation of the minimum required significant trees then, at the developer's discretion, the developer may remove significant trees present on the site. Tree replacement shall be required for all significant trees removed on a property at the following ratios:

Table 21.07-3: Tree Replacement Requirements	
Percent of Trees Preserved	Tree Replacement Ratio
Minimum 30% preservation	3 caliper inches per 6 inches DBH [1]
Above 30% minimum	1 caliper inch per 6 inches DBH [2]
Significant trees damaged or killed during construction	3 caliper inches per 6 inches DBH [1]

Notes:

[1] If developer cannot replace trees on site, they may pay a fee in lieu according to GJMC § 21.07.040(f).

[2] See GJMC § 21.07.040(d)(1)(ii) for credit applied to preserved trees.

(e) Replacement of Significant Trees.Replacement trees may be planted in individual lots and private common areas.

(f) Fee-In-Lieu.The fee in-lieu shall be based on the value of the required replacement tree(s) not planted on site, along with the total cost of installation. The City shall use this payment to purchase the required replacement trees not planted on-site and plant them on nearby public property.

(g) Features to be preserved shall be protected throughout site development. No person shall kill or damage a landscape feature required to be preserved by this section. The developer shall protect trees from compaction.

(1) During construction, existing plant material to be preserved shall be enclosed by a temporary fence at least five feet outside the canopy dripline. In no case shall vehicles be parked, or materials or equipment be stored or stockpiled within the enclosed area.

(2) Irrigation shall be provided to trees preserved during construction of sufficient quantity to ensure their health and survival.

21.09.060 OPEN AND UNDEVELOPED SPACES.

(a) Sensitive Lands and Unique Site Features. Each subdivision plat shall include and protect as much of the following open space as the Director deems reasonable to protect public health and safety based on the anticipated size, use, and impacts of the proposed development:

(1) Stream beds and corridors, bluffs, ridges, steep slopes, ~~mature trees~~ and/or stands of native vegetation, rock outcroppings, wetlands, native upland ecosystems, riparian areas, and wildlife corridors;

...

...

INTRODUCED on first reading this 5th day of August 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 2nd day of September 2026 and ordered published in pamphlet form.

ATTEST:

_____

Laurel Lutz
President of the City Council

_____

Selestina Sandoval
City Clerk

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Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: August 5, 2026

Presented By: Jay Valentine, Chief Financial Officer

Department: Finance

Submitted By: Jay Valentine, Chief Financial Officer

Information

SUBJECT:

Introduction of an Ordinance for Supplemental Appropriation for Solid Waste Fund and Setting Public Hearing for August 19, 2026

RECOMMENDATION:

Introduce a Proposed Ordinance making supplemental appropriations to amend the 2026 City of Grand Junction Budget and ordering publication in pamphlet form.

EXECUTIVE SUMMARY:

The budget is adopted by City Council through an appropriation ordinance to authorize spending at a fund level based on the line item budget. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. Supplemental appropriations are also required to approve new projects or expenditures.

This supplemental appropriation is required to complete the Materials Recovery Facility (MRF) project using Certificates of Participation (COPs), State grant funds, and interest earnings. It also provides spending authority for 2026 single-stream recycling phase-in costs, reimbursable by (EPR). Fund balance will be used to purchase a recycling truck and make the 2026 interest payment on the first tranche of COPs issued in December 2025.

BACKGROUND OR DETAILED INFORMATION:

The City's Materials Recovery Facility (MRF) project is the culmination of a multiyear effort to expand recycling services and establish a sustainable regional recycling system serving Grand Junction and communities throughout the Western Slope.

The City expanded its role in recycling through the February 2022 acquisition of Grand Junction Curbside Recycling Indefinitely. In 2023, the City introduced automated dual-stream curbside recycling and yard-waste collection to approximately one-third of eligible households. Although participation was strong, further expansion was paused in 2024 because the existing recycling facility lacked sufficient processing capacity.
To support citywide expansion and serve surrounding communities, the City pursued development of a regional, single-stream MRF. The facility will simplify recycling for customers, improve collection efficiency, and provide processing capacity for rural and underserved Western Slope communities with limited access to recycling infrastructure and markets.

Following a competitive procurement process, the City selected Bruin Waste as the facility's operational partner. In May 2025, the City acquired an approximately 58,000-square-foot industrial building for the MRF. Bulk Handling Systems was subsequently selected to design and furnish a processing system capable of handling approximately 12 tons of single-stream recyclable material per hour. The system will incorporate advanced sorting, automated controls, artificial intelligence, and material-tracking technology, while allowing for future upgrades as recycling markets and material streams evolve.

The project includes acquisition and renovation of the building; design and installation of the processing system; structural, electrical, mechanical, fire-protection, utility, and site improvements; supporting equipment; professional services; and other costs necessary to place the facility into operation. Once completed, the MRF will allow the City to transition from dual-stream to single-stream collection, expand service to additional customers, and process recyclable material from regional partners.
The total capital project is $28.2 million, $13.4 million of that was spent in 2025 primarily for the acquisition of the property and equipment related costs. Another $14.8 million is estimated for completion of the project including facility renovations and equipment installation. A second tranche of COPs will be issued after Council authorization. The ordinance authorizing the issuance is also on this Council agenda for first reading and will be set for public hearing August 19, 2026.

Total Supplemental Appropriation required is $2,073,341. A supplemental appropriation was approved on May 20th for the MRF project for $14.3 million, therefore only an additional $549,327 is needed to complete spending authority for the project. $425,000 is needed to purchase a recycling truck for the new operation. $475,000 is needed for 2026 phase-in costs for single-stream recycling including purchasing toters and software, as well as mailers for advertising and tipping fees. And finally, $624,014 is needed to make the first interest payment due in 2026 on the initial tranche of COPs issued at the end of 2025. Because the MRF is not yet operational, this interest payment will need to be funded by the Solid Waste Fund. Future debt service costs will be included in operating costs eligible for EPR funding.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented to ensure sufficient appropriation authority to defray the necessary expenses of the City of Grand Junction. The ordinance is consistent with lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

SUGGESTED MOTION:

I move to introduce an ordinance making supplemental appropriations to the 2026 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2026 and ending December 31, 2026 to set a public hearing for August 19, 2026 and order publication in pamphlet form.

Attachments

1. 2026 MRF Supplemental Appropriation Ordinance, August, 2026

ORDINANCE NO. ___

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2026, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
Solid Waste and Recycling Fund	302	$ 2,073,341

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 5th day of August 2026.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this 19th day of August 2026

_____
President of the Council

Attest:

_____
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 5, 2026

Presented By: Mark McIntire

Department: Fire

Submitted By: Mark McIntire

Information

SUBJECT:

Approval of Contract Award Recommendation for Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management for the City of Grand Junction's Fire Department to Systems Design West, LLC.

RECOMMENDATION:

Staff recommends authorizing the City Purchasing Division to execute a contract with Systems Design West, LLC for Emergency Medical Services (EMS) Billing, Claims Processing, and Revenue Cycle Management Services pursuant to RFP-5926-26-KF.

EXECUTIVE SUMMARY:

The Grand Junction Fire Department provides advanced life support ambulance transport services throughout the City of Grand Junction and surrounding service areas. Efficient and compliant EMS billing and revenue cycle management services are essential to maximizing revenue recovery, maintaining regulatory compliance, providing excellent customer service, and supporting the financial sustainability of the City's ambulance transport program.

Following a competitive Request for Proposals (RFP) process, staff recommends awarding the contract to Systems Design West, LLC (SDW). The evaluation committee determined that SDW provides the best overall value to the City based on its demonstrated EMS-specific expertise, comprehensive implementation strategy, advanced reporting capabilities, extensive Colorado experience, patient-focused customer service model, and competitive pricing. Systems Design West has specialized exclusively in EMS billing since 1989, serves more than 350 EMS agencies nationwide, and currently supports numerous public EMS providers throughout Colorado.

BACKGROUND OR DETAILED INFORMATION:

The City has contracted with EMS Management & Consultants (EMS/MC) to provide ambulance billing and revenue cycle management services since 2014. During that time, EMS/MC (formally Whitman Enterprises) has consistently provided quality services and has been a valued partner to the Fire Department.

As the current agreement approached expiration, the City conducted a competitive procurement to ensure continued high-quality service while evaluating opportunities to improve operational transparency, reporting capabilities, customer service, technology, and overall value.

The formal Request for Proposals (RFP) was publicly advertised through BidNet Direct, the City's online procurement platform. The solicitation was also posted on the City of Grand Junction Purchasing website and distributed through the Grand Junction Area Chamber of Commerce, the Western Colorado Contractors Association, and a targeted list of EMS billing service providers. In addition, notice was published in *The Daily Sentinel* to increase visibility and encourage broad competitive participation. In total, approximately 661 suppliers were notified of the opportunity.

The solicitation attracted approximately 66 plan holders, and the City received six proposals from qualified EMS billing firms representing a broad cross-section of the national EMS billing industry. Proposals were submitted by the following firms:

- Digitech Computer LLC – Chappaqua, NY
- ELS Medical Billing Group LLC – Lagrange, GA
- EMS Management & Consultants Inc - Winston-Salem, NC
- FHS Technologies – Philadelphia, PA
- Speclin EMS Billing & RCM – Scottsdale, PA
- Systems Design West, LLC – Poulsbo, WA

An evaluation committee comprised of representatives from the Grand Junction Fire Department, Information Technology, Finance, and the Purchasing Division. The evaluation committee reviewed and scored each proposal based on the evaluation criteria established in the RFP, including:

- Company qualifications and EMS experience
- Operational capacity
- Revenue cycle management processes
- Technology and ImageTrend integration
- Compliance and regulatory knowledge
- Reporting and analytics
- Customer service
- Implementation approach
- Cost proposal

- References and overall value

Following the initial proposal evaluation, the three highest-ranked firms: Digitech Computer LLC, EMS Management & Consultants Inc., and Systems Design West, LLC were invited to participate in formal interviews with the evaluation committee. Interview questions focused on implementation planning, accounts receivable management, denial reduction, reporting capabilities, Colorado EMS billing experience, customer service philosophy, and long-term partnership expectations.

Following the interviews, all three firms advanced to Phase II Platform Demonstrations, where each proposer demonstrated its billing platform, reporting and analytics capabilities, workflow processes, customer service functionality, security features, and overall system capabilities. The demonstrations provided the evaluation committee with an opportunity to assess each firm's technology, ease of use, operational transparency, and ability to meet the City's business and reporting requirements.

The evaluation process also included reference checks and, as necessary, clarification requests to validate each firm's experience, implementation approach, customer service, and overall ability to deliver the requested services.

While all three shortlisted firms presented strong qualifications, the evaluation committee concluded that Systems Design West consistently demonstrated the strongest overall solution throughout each phase of the evaluation process, including the written proposal review, interviews, platform demonstrations, and reference checks.

Key strengths identified by the evaluation committee included:

- Exclusive focus on EMS billing and revenue cycle management since 1989.
- Service to more than 350 EMS agencies nationwide, including 22 Colorado public EMS providers.
- Proven experience integrating with ImageTrend Elite and providing robust operational and financial reporting.
- A structured implementation plan with an anticipated transition period of approximately four to six weeks.
- Strong compliance, denial management, and revenue cycle oversight processes designed to maximize compliant reimbursement.
- The strongest customer service model demonstrated by all proposers. During both the written proposal review and interviews, Systems Design West clearly demonstrated a patient-first philosophy with dedicated U.S.-based customer service representatives, extended business hours, multilingual support, defined escalation procedures, multiple payment options, and a commitment to resolving patient concerns while minimizing the need for City staff involvement. The evaluation committee viewed SDW's patient service program as a significant

enhancement over other proposals and an important benefit for Grand Junction residents.

Although EMS/MC has successfully served the City since 2014 and has been a valued partner in supporting the Fire Department's ambulance transport program, the evaluation committee concluded that Systems Design West provides the best overall value based on its combination of EMS-specific experience, technology, reporting capabilities, customer service, implementation approach, and cost.

This recommendation is not based on deficiencies in the incumbent vendor's performance. Rather, it reflects the results of a competitive procurement process conducted in accordance with the City's Procurement Policy. Through that process, the evaluation committee determined that Systems Design West offered the strongest overall solution and the greatest value to the City by further enhancing patient customer service, operational transparency, reporting capabilities, and overall value for the City and its residents.

FISCAL IMPACT:

The proposed agreement utilizes a flat fee of $27 per transport billed, replacing the current percentage-based fee structure. Based on current transport volumes, the cost is estimated to be approximately 3.7% of annual ambulance revenue.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to execute a contract with Systems Design West, LLC, for Emergency Medical Services Billing, Claims Processing, and Revenue Cycle Management Services with an estimated budgeted annual spend of $375,000.

Attachments

None

Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: August 5, 2026

Presented By: Ashley Firl, Interim Utilities Director

Department: Utilities

Submitted By: Eric Schoeny, Engineering Utilities Supervisor

Information

SUBJECT:

Authorize a Construction Contract for the 2026 Sanitary Sewer Replacement Project Phases 1 and 2

RECOMMENDATION:

Staff recommends approval for the City Purchasing Division to enter into a contract with Landmark EPC, LLC for the amount of $1,801,449.36 for the construction of the 2026 Sanitary Sewer Replacement Project Phases 1 and 2.

EXECUTIVE SUMMARY:

The purpose of this contract is to hire a General Contractor to replace existing sanitary sewer lines that are in poor condition. The scope of this project will include replacing approximately 6,025 linear feet of sanitary sewer pipe and 39 sanitary sewer manholes throughout the sewer system.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction is responsible for maintaining over 588 miles of sanitary sewer lines throughout the Persigo 201 service area. The condition of the sewer collection system is continually inventoried as part of a regular cleaning and inspection program. The City's asset management program prioritizes repair of sanitary sewer lines based on factors such as age of infrastructure, condition of pipe, maintenance history, and consequences of failure. The sanitary sewer lines included in this contract must be excavated and replaced due to their condition.

The sanitary sewer pipes to be replaced on this project are primarily concrete or clay pipes with significant deterioration and range from 6" to 10" in diameter.

A formal Invitation For Bid (IFB) was issued via BidNet (an on-line site for government

agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce, the Western Colorado Contractors Association, and advertised in The Daily Sentinel. The City received three (3) bids for the project, all of which were found to be responsive and responsible in the following amounts:

Contractor	Location	Bid Amount
Landmark EPC, LLC	Loveland, CO	$1,801,449.36
CW Construction	Grand Junction, CO	$1,870,787.01
Natve Sun Construction	Monument, CO	$2,926,258.90

Per Section 1.1.3 of the Purchasing Manual, confidential information obtained during procurement activities will be respected and protected as provided by law.

FISCAL IMPACT:

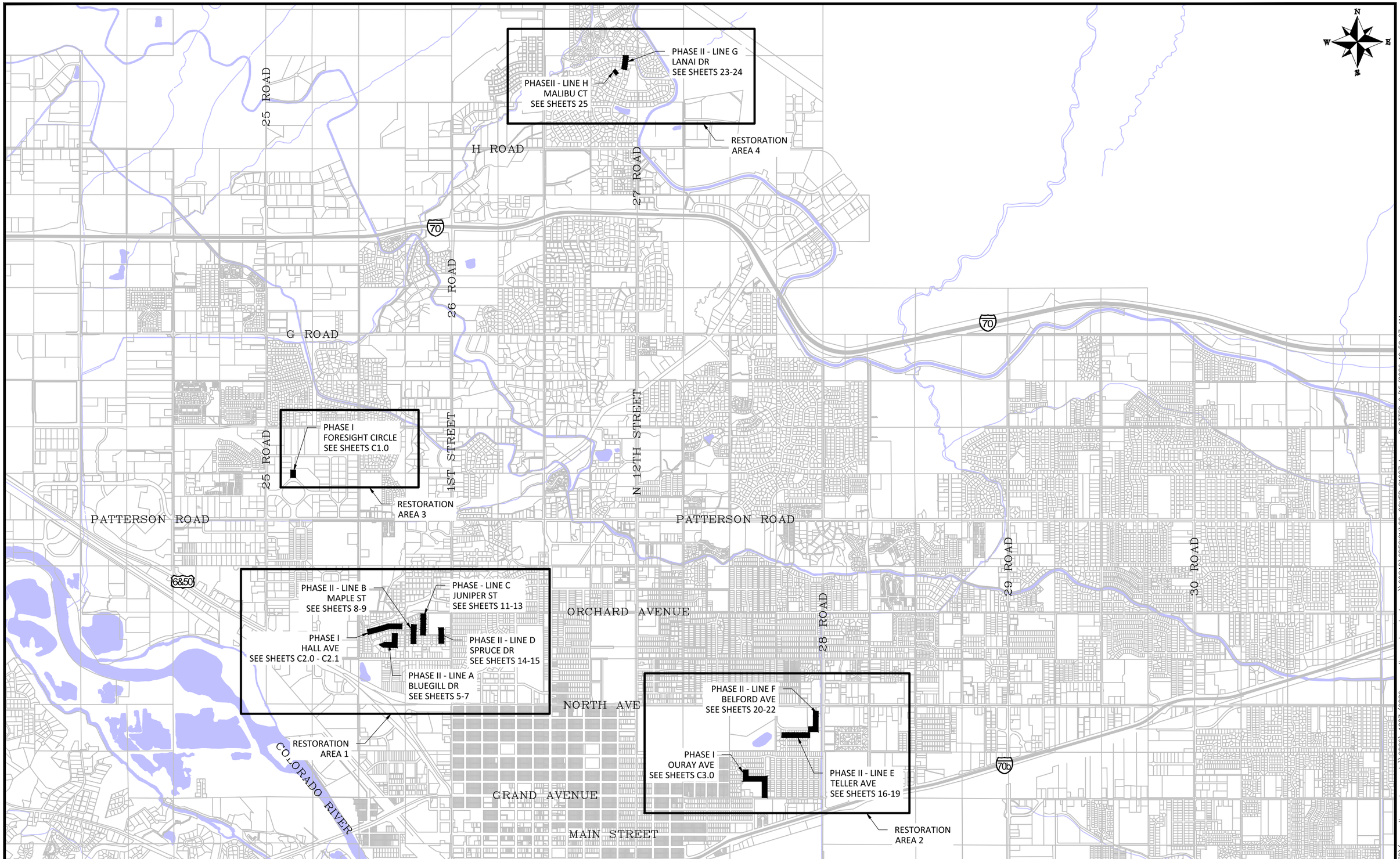
The funds for this contract are included in the 2026 Adopted Budget in the Persigo Waste Water Treatment Fund.

SUGGESTED MOTION:

I move to authorize the City Purchasing Division to enter into a contract with Landmark EPC, LLC for the amount of $1,801,449.36 for the construction of the 2026 Sanitary Sewer Replacement Project Phases 1 and 2.

Attachments

1. overall location map



DESCRIPTION	DATE
REVISION 1	–
REVISION 2	–
REVISION 3	–
REVISION 4	–

DRAWN BY	HMC	DATE	2026
DESIGNED BY	HMC	DATE	2026
CHECKED BY	ES	DATE	2026
APPROVED BY	ES	DATE	2026

SCALES:
PLAN
HORIZONTAL: 1" = 2500'
0 625 1250 2500

CITY OF Grand Junction COLORADO

ENGINEERING AND TRANSPORTATION DEPARTMENT
PROJECT NO. C1087

2026 SEWER LINE REPLACEMENT PHASE II
OVERALL SANITARY SEWER KEYMAP
June 15, 2026

4

n:\EngPro\SEWER\sewer line replacements\2026\c1087 (2026 sewer line replace in-house)\60CAD\DESIGN\00_COVER C1087.dwg – PLOTTED 6/15/2026 10:59:07 AM

Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: August 5, 2026

Presented By: Matthew Smith, Chief of Police

Department: Police

Submitted By: Matt Smith, Police Chief

Information

SUBJECT:

A Resolution Supporting the Application for the FY 2026-2027 Peace Officers Behavioral Health Support and Community Partnership Grant (POMH) from the Colorado Department of Local Affairs (DOLA)

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

The purpose of this item is to authorize the application for the FY 2026-2027 Peace Officer Behavioral Health Support and Community Partnership Grant, also referred to as the Peace Officers Mental Health Support (POMH) Grant. As part of the application, this program requires that City Council approves and authorizes submission of the application through a resolution.

BACKGROUND OR DETAILED INFORMATION:

On April 4, 2017, Governor Hickenlooper signed into law House Bill 17-1215 Concerning Mental Health Support for Peace Officers. This bill has been amended by House Bill 21-1030. As a result, C.R.S. 24-32-3501 authorizes the Peace Officers Behavioral Health Support and Community Partnerships grant program within the Department of Local Affairs (DOLA) for law enforcement agencies, peace officer organizations, and public safety agencies. Behavioral health or community-based social services providers are eligible to apply in partnership with law enforcement or public safety agencies for the purposes identified in 1-7 below.

1. Co-responder community responses;
2. Community-based alternative responses;

3. Counseling services for peace officers and their immediate family members including, to include reimbursing peace officers who have paid the costs of their own counseling services;
4. Assistance for law enforcement agencies' development and implementation of policies to support peace officers who are involved in shootings or fatal use of force;
5. Training and education programs that teach peace officers and their immediate family members the symptoms of job-related mental trauma and how to prevent and treat such trauma;
6. Peer support programs for peace officers.
7. Hiring, contracting, or developing remote networks to provide behavioral health counseling, therapy, or other-related support services to peace officers involved in job-related traumatic situations.

For the 2026-2027 cycle, the Colorado Department of Local Affairs has total funding of $1,600,000 available. The Grand Junction Police Department (GJPD) will be requesting funding for counseling services and mental health support and training for peace officers.

The GJPD is seeking $48,005 through the Peace Officer Behavioral Health Support and Community Partnership Grant Program. These funds will support the mental health and well-being of our officers by providing access to three local licensed professional counselors with experience of working with first responders. The counselors will offer monthly office hours, conduct annual wellness checks, and respond to critical incidents, offering structured debriefings for officers exposed to traumatic situations.

Additionally, the grant will cover an annual subscription to the Cordico Wellness App, a comprehensive, confidential, and on-demand mental health resource designed specifically for first responders.

The requested funds will also support behavioral health training for the GJPD Peer Support Team. Local clinicians will conduct six training sessions per year for the team, which provides mental health support within the department. This grant will also cover attendance at the IACP Officer Safety and Wellness Symposium, where team members can enhance their skills, learn best practices for supporting officer well-being, and bring valuable insights back to the department.

FISCAL IMPACT:

If awarded, the grant is for $48,005 to cover mental health support, counseling services, and training for peace officers.

SUGGESTED MOTION:

I move to adopt Resolution 65-26, a resolution authorizing the City Manager to submit a grant request to the Department of Local Affairs (DOLA) for the 2026-2027 Peace Officer Behavioral Health Support and Community Partnership Grant Program.

Attachments

1. RES-FY2026-2027-DOLA-POMH-Grant-Application-DRAFT

RESOLUTION NO. 65-26

A RESOLUTION SUPPORTING THE APPLICATION FOR THE FY 2026-2027 PEACE OFFICERS BEHAVIORAL HEALTH SUPPORT AND COMMUNITY PARTNERSHIP GRANT (POMH) FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Recitals:

The Colorado General Assembly created the Peace Officers Behavioral Health Support and Community Partnerships grant program within the Colorado Department of Local Affairs (DOLA) to provide grants to law enforcement agencies and other eligible entities for purposes including counseling services for peace officers and their immediate family members, training and education programs concerning job-related mental trauma, and peer support programs for peace officers. C.R.S. § 24-32-3501.

City Council has considered and for the reasons stated, authorizes an application for the FY 2026-2027 Peace Officers Behavioral Health Support and Community Partnership Grant, also referred to as the Peace Officers Mental Health Support (POMH) Grant, which will provide financial assistance to the Grand Junction Police Department (GJPD) to provide mental health support to officers and training to the Peer Support Team (the “Project”).

GJPD has previously received funding under this program and seeks to apply for the FY 2026-2027 cycle. Applications cannot be submitted unless approved by the City Council.

GJPD is requesting $48,005 in grant funding to support the mental health and well-being of officers by providing access to three local licensed professional counselors with experience working with first responders. The counselors will offer monthly office hours, conduct annual wellness checks, and respond to critical incidents, offering structured debriefings for officers exposed to traumatic situations. Funding will also support an annual subscription to an on-demand behavioral health resource for first responders, six behavioral health training sessions per year conducted by local clinicians for the GJPD Peer Support Team, and attendance at the IACP Officer Safety and Wellness Symposium.

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

1: The City Council of the City of Grand Junction strongly supports the application to DOLA to obtain funds needed to complete the Project. The City Manager is authorized and directed to work to finalize and timely submit such FY 2026-2027 DOLA POMH grant application.

2: If the grant is awarded, the City Council of the City of Grand Junction strongly supports the completion of the Project and authorizes the City Manager to

sign an appropriate grant agreement on behalf of the City as grantee of the FY 2026-2027 DOLA POMH grant.

This Resolution shall be in full force and effect from and after its passage and adoption.

Passed and adopted this 5th day of August, 2026.

_____
[Name]
President, Grand Junction City Council

ATTEST:

_____
[Name]
City Clerk

Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: August 5, 2026

Presented By: Tamra Allen, Community Development Director

Department: Community Development

Submitted By: Tamra Allen, Community Development Director

Information

SUBJECT:

A Resolution Reinstating and Amending the Infill and Redevelopment Program

RECOMMENDATION:

Staff recommends approval of this resolution.

EXECUTIVE SUMMARY:

The City has maintained a Redevelopment Policy since 2004 with amendments in 2013 that created, a fiscal incentive for redevelopment in certain geographic areas. In 2019, the City Council adopted Resolution 93-19 that revised the City's incentive policy ("Policy") for infill and redevelopment within the areas designated by the City Council as the Redevelopment Boundary. The Policy utilizes a formula that promotes investment in the City's center and important corridors, while offering additional incentives for vertical construction within other specified areas of the City. As provided in Resolution 93-19, within sixty days of the third anniversary of the adoption of Resolution 93-19, the City Council was to consider the effectiveness of the resolution at achieving its stated purposes, and in absence of further action by the City Council, the terms and provisions of Resolution 93-19 and resolution were set to expire on December 18, 2022.

Staff did not schedule for the Council a discussion to discuss the effectiveness of the resolution at achieving its stated purpose prior to the policy's expiration. Nor did staff calendar the expiration date of this policy and thus have continued to apply this TCP reduction policy to eligible projects. As the expiration came to staff's attention recently, staff has received direction from the City Manager to continue to apply the policy until further direction and action was taken by City Council.

The City Council discussed in a workshop on June 15, 2026, the desire to reinstate the policy, and provide clarification regarding the application of the incentive to single-unit attached and detached homes.

BACKGROUND OR DETAILED INFORMATION:

In 2004 the City Council reviewed and approved an Infill and Redevelopment Implementation Program by adopting policies set forth in Resolution 87-04. That Resolution established the infill and redevelopment program, defined terms and established infill and redevelopment areas ("the Program" or "Program."). In 2013 the City Council amended the Program by approving Resolution 13-15 which amended the Redevelopment Boundary Map and created a formula for reducing the Transportation Capacity Payments ("TCP") required to be paid for development project occurring within the Program's Redevelopment Boundary area.

The Program and the Redevelopment Boundary together with the reduced TCP were adopted to encourage development of infill parcels and redevelopment of underutilized land within certain areas of the City for several beneficial reasons. Those reasons include that such development:

- Make more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services;
- Provide opportunities to reduce commuting distance and automobile dependency;
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from "end of the road" suburban sprawl.

Redevelopment Boundary Incentive
For projects within the Redevelopment Boundary, the fee is calculated based on the following formula and is variable depending on the number of building floors:

1) For all areas within the redevelopment area, apply the formula rTCP=tTCP*.5 (or 50% of adopted TCP)

2) For areas within the redevelopment area and within the listed area below, apply the formula rTCP=tTCP/n)*5 that provides additional reduction for additional floors/building stories:

- Any property within the North Avenue Overlay
- Any property within the Downtown District
- Any property within the River District
- Any property within the Rail District.

The incentive policy was subsequently modified by Resolution 03-20 to amend the Boundary to include ceratin areas along the State Highway 50 corridor in Orchard Mesa. The areas for which redevelopment and infill incentives exists are consistent with existing policies and plans adopted by the City including the Comprehensive Plan, Greater Downtown Plan, Orchard Mesa Neighborhood Plan (retired), and the North

Avenue Corridor Plan.

In application of the policy, one issue that has surfaced is the application of the incentive to single-unit attached and detached homes. Historically, single-unit (family) homes when detached have not been granted the incentive as the intent of the policy was vertical infill. In most cases, the incentive has also not been applied to single-unit attached units, however the question recently arose if the policy should/should not be applied to this product type.

At the June 15, 2026 workshop, staff received direction to bring forth a resolution reinstating the redevelopment policy and to clarify the application of the policy when sign-unit attached development results in a density of 16 dwelling units per acre or greater. These revisions are included in the attached resolution for conisideration.

FISCAL IMPACT:

There will be continued impact to the Transportation Impact Fee fund (also known as TCP fund) for the implementation of the Redevelopment Area Boundary and associated reduction in the collected TCP fees. Since the TCP reduction is dependant upon project location and building stories, it is not possible to determine in advance the fiscal impact of this policy. However, to assist in understanding the scale of the fiscal impact on a specific project, the following examples have been provided:

- A one story retail commercial building of 8,000 square feet located outside the Redevelopment Boundary would pay $66,208 fee rate; within the Redevelopment Boundary, it would pay $33,104
- A four story, 120 room hotel located outside the Redevelopment Area at today's fee rate would be $441,120; within the Redevelopment Area, the TCP would be $55,140.
- For a three story multi-family apartment project of 48 units located outside the Redevelopment Area at today's TCP fee would be $136,944; within the Redevelopment Area, the TCP would be $22,824.

SUGGESTED MOTION:

I move to adopt Resolution 66-26, a resolution reinstating and amending the infill and Redevelopment Program.

Attachments

1. Resolution 03-20 (PDF)
2. Resolution 93-19
3. RESDOC 2893 Resolution No. 87-04 - 2004 (Modified by Resolution No. 15-13)
4. RESDOC 4927 Resolution No. 15-13 - 2013 Redevelopment Area
5. RES xx-26 Reinstating Infill and Redevelopment Program

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 03-20

A RESOLUTION AMENDING THE 2020 REDEVELOPMENT POLICY AND REDEVELOPMENT BOUNDARY MAP

RECITALS:

On December 18, 2019, the City Council adopted Resolution 93-19. That Resolution establishes the City's incentive policy ("Policy") for infill and redevelopment within the areas designated by the City Council as the *Redevelopment Boundary.* The Policy(ies) utilize a formula that promotes investment in the City's center and important corridors, while offering additional incentives for vertical construction within other specified areas of City.

The City Council hereby amends the Policy and *Redevelopment Boundary* by adoption of the attached *Redevelopment Area Map,* which is and shall be Exhibit A to the Policy.

As provided in Resolution 93-19, within sixty days of the third anniversary of the adoption of Resolution 93-19, the City Council shall consider the effectiveness of the resolution at achieving its stated purposes. Without further action by the City Council, the terms and provisions of Resolution 93-19 and this resolution shall expire on December 18, 2022.

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

That the Policy is hereby amended to include the attached Exhibit A, the *Redevelopment Boundary Map* and that the adoption of Exhibit A shall supersede and replace the Exhibit attached to Resolution 93-19.

This Resolution and the amendment made hereby shall relate to and be given full authority and effect as if adopted December 18, 2019.

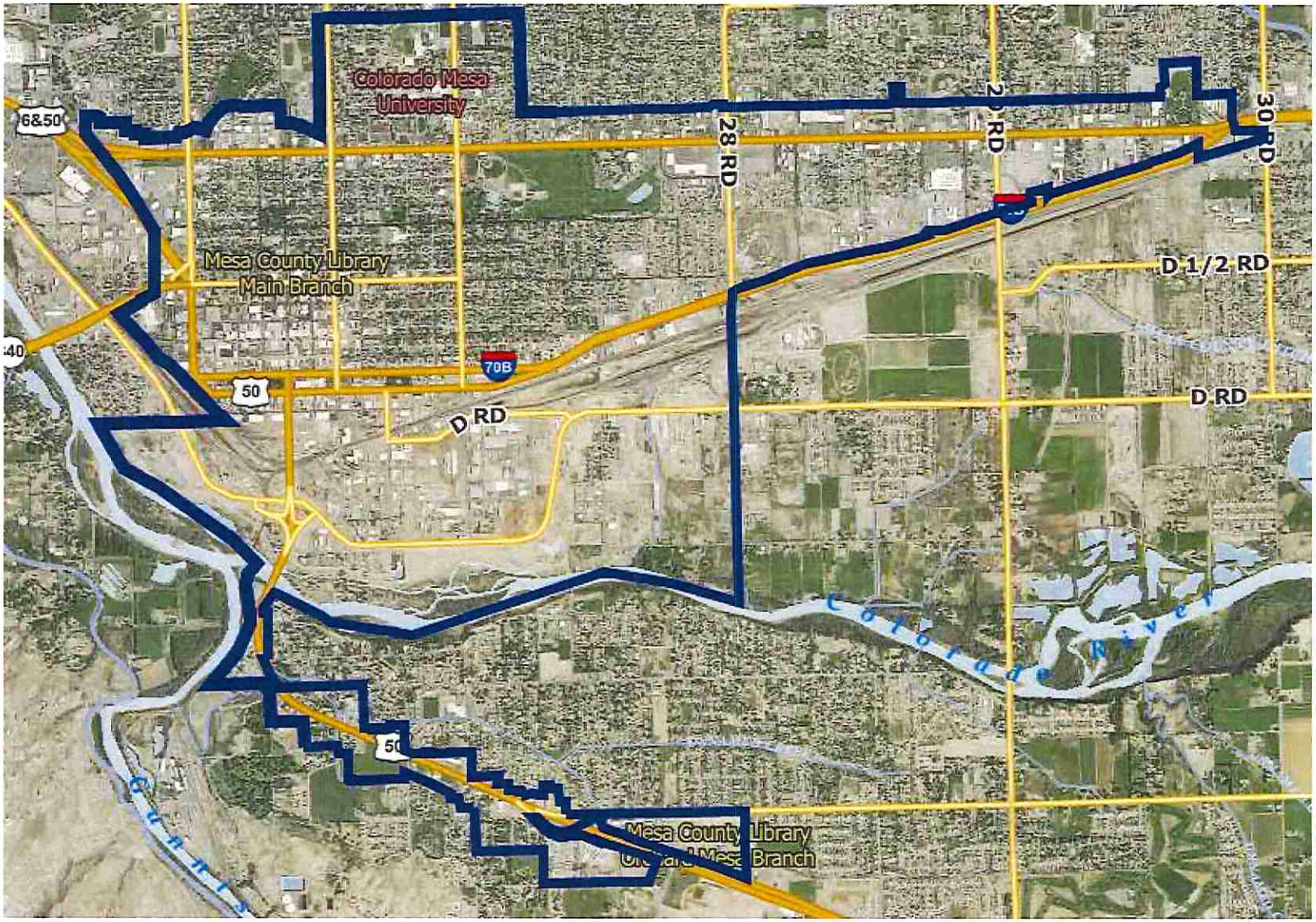
ADOPTED AND APPROVED THIS 15th day of January, 2020.

Mayor and President of the City Council

ATTEST:

City Clerk

EXHIBIT A
REDEVELOPMENT BOUNDARY MAP



CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 93-19

A RESOLUTION ADOPTING THE 2020 REDEVELOPMENT BOUNDARY MAP AND FORMULA FOR CALCULATING THE TRANSPORTATION IMPACT FEE PAYMENTS REQUIRED WITHIN THE REDEVELOPMENT BOUNDARY

RECITALS:

In 2004 the City Council reviewed and approved an *Infill and Redevelopment Implementation Program* by adopting policies set forth in Resolution 87-04. That Resolution established the infill and redevelopment program, defined terms and established infill and redevelopment areas ("the Program" or "Program.")

In 2013 the City Council amended the Program by approving Resolution 13-15 which amended the Redevelopment Boundary Map and created a formula for reducing the Transportation Capacity Payments ("TCP") required to be paid for development project occurring within the Program's Redevelopment Boundary area.

The Program and the Redevelopment Boundary together with the reduced TCP were adopted to encourage development of infill parcels and redevelopment of underutilized land within certain areas of the City for several beneficial reasons. Those reasons include that such development:

- Makes more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services; and,
- Provides opportunities to reduce commuting distance/automobile dependency; and,
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from "end of the road" suburban sprawl.

By adopting this resolution, the City Council affirms City policy to provide incentives for infill and redevelopment within the areas designated as the Redevelopment Boundary while utilizing a formula that promotes investment in the City's central areas and important corridors while further providing additional incentives for vertical construction within other specific areas of City.

The areas for which redevelopment and infill incentives are proposed are consistent with existing policies and plans adopted by the City including the Comprehensive Plan, Greater Downtown Plan, Orchard Mesa Neighborhood Plan, and the North Avenue Corridor Plan.

For the reasons stated in the Recitals, the City Council of the City of Grand Junction does hereby amend the Infill and Redevelopment Program and Boundary by adoption of the attached Redevelopment Area Map, Exhibit A and adoption of the Transportation Capacity Payment calculation for new development within the Redevelopment Area, Exhibit B.

The Boundary and Transportation Capacity Payment calculation will become effective January 1, 2020 and, remain in effect unless and until otherwise amended by adoption of a subsequent resolution or ordinance.

Within sixty days of the third anniversary of the adoption of this resolution the City Council shall consider the effectiveness of the resolution at achieving its stated purposes. Without further action by the City Council, the terms and provisions of this resolution shall expire on the third anniversary of the adoption date hereof.

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

That the Infill and Redevelopment Implementation Program is hereby amended as follows:

1. The attached Exhibit A is adopted as the new Redevelopment Area Map; and,

2. The attached Exhibit B is adopted as the calculation to reduce Transportation Capacity Payments for new development within the Redevelopment Area.

ADOPTED AND APPROVED THIS 18th day of December, 2019.

C. B. Pyle W Traver

Mayor Pro Tem

ATTEST:

W Winkelmann

City Clerk

EXHIBIT A
REDEVELOPMENT BOUNDARY MAP

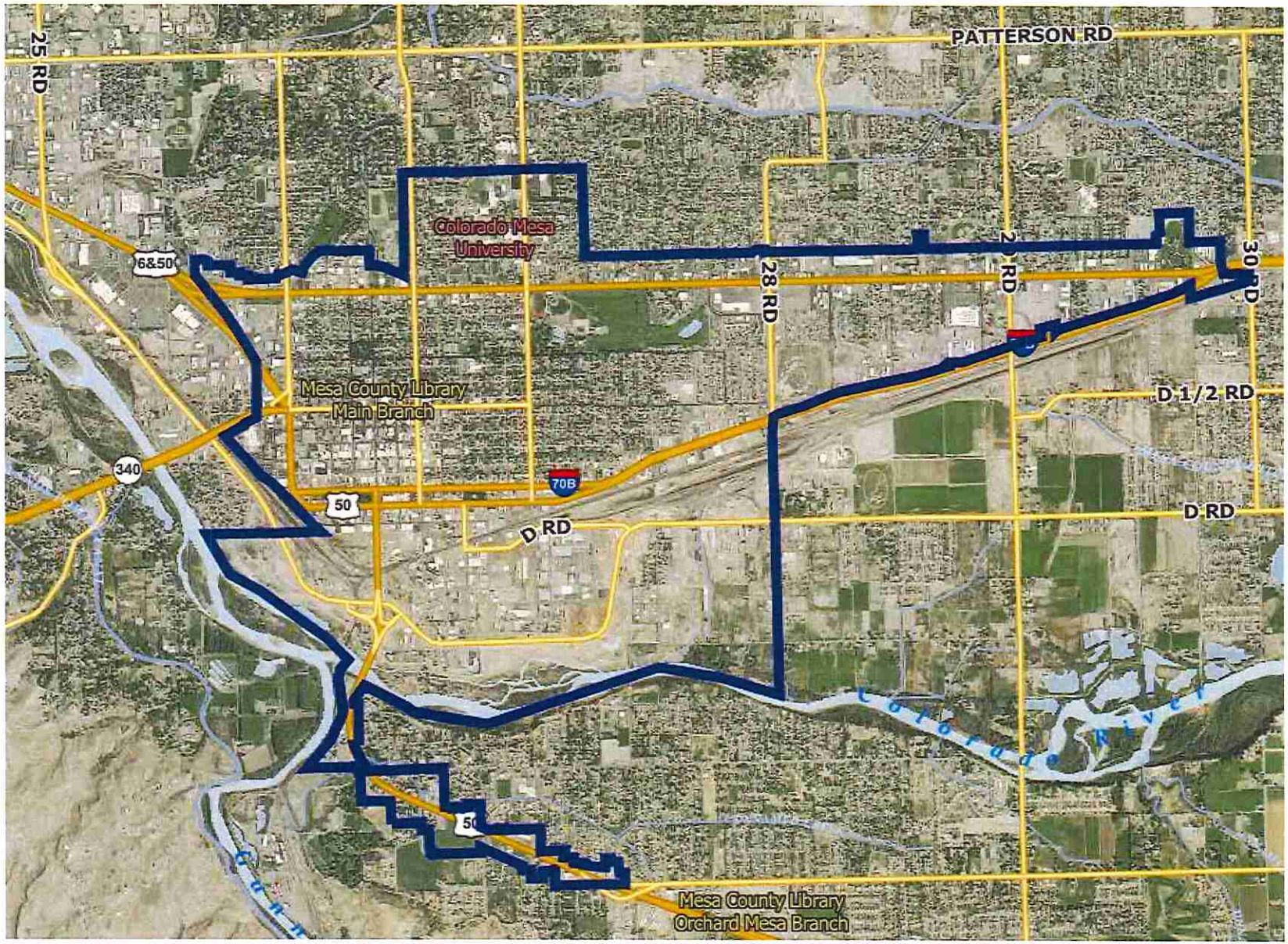


EXHIBIT B
REDUCED TRANSPORTATION CAPACITY PAYMENT CALCULATION

Within the Redevelopment Area any new development would be assessed a TCP using the following calculation:

$$rTCP = (TCP*.5)$$

rTCP – Reduced Transportation Capacity Payment
tTCP- Total Transportation Capacity Payment calculated for all uses within the building

Within the Redevelopment Area and within the following areas, the required TCP will be assessed using the following calculation:

- Properties within the North Avenue Zoning Overlay
- Properties within the Downtown District (Greater Downtown Overlay)
- Properties within the River District (Greater Downtown Overlay)
- Properties within the Rail District (Greater Downtown Overlay)

$$rTCP = (tTCP/n)*.5$$

rTCP – Reduced Transportation Capacity Payment
tTCP- Total Transportation Capacity Payment calculated for all uses within the building n – The number of floors

CITY COUNCIL, CITY OF GRAND JUNCTION
RESOLUTION NO. 87-04

A RESOLUTION ADOPTING AN INFILL/REDEVELOPMENT IMPLEMENTATION PROGRAM

Recitals:

In September, 2002 the City Council reviewed and approved the framework of an infill and redevelopment program. At that time the Council considered definitions of the terms infill and redevelopment. This Resolution furthers that work by and through the adoption of an incentive program that will foster Infill and redevelopment projects as defined by the Council.

In accordance with the adopted definitions, "Infill" relates to vacant parcels partially encircled by development. "Redevelopment" or a "Redevelopment Area" is defined as land/land uses that are in transition and comprise at least two acres containing or consisting of improvements that do not meet current socioeconomic potential.

Implementation of a program to encourage development of Infill parcels and redevelopment of underutilized land within certain areas of the City of Grand Junction is beneficial for several reasons. Such development:

- Makes more efficient use 0of existing infrastructure including streets, water and sewer lines and other public facilities and services;

- Provides opportunities to reduce commuting distance/automobile dependency;

- May help to provide affordable housing within the City; and

- Reduces the demand for and impact from "end of the road" suburban sprawl.

Additionally, there are other plans and policies of the City that support and encourage the development of an Infill and Redevelopment strategy. Those include:

- The City Council's Strategic Plan 2002 -2012, Shelter and Housing Solution, which encourages affordable housing through infill and redevelopment policies. The objective of this goal was to create infill and redevelopment policies which were accomplished with the adoption of the Growth Plan update (Objective 32). This implementation program furthers the Strategic Plan Objective by

providing several incentives that will encourage the development of affordable housing by possible financial and processing assistance.

- Adoption of an Infill and Redevelopment Policy as part of the City of Grand Junction Growth Plan as amended in May, 2003. The Growth Plan element includes definitions, framework policies and supporting guidelines.

In furtherance of those goals both the City Council and the Planning Commission have:

• Developed a map outlining the boundaries of “Infill areas” within the City;

• Developed a map outlining the boundaries of “Redevelopment areas” within the City;

• Considered a list of criteria for evaluating potential City involvement in Infill and Redevelopment Projects; and

• Considered a list of potential forms of City involvement including possible incentives for private applicants in infill and redevelopment projects.

The City Council has concluded its review and has given direction to the Staff to implement a program so that there may be some flexibility when approached by a project, some opportunity for exploration of incentives and establishment of criteria for City involvement and/or participation on a case by case basis.

By adopting this resolution the Council adopts the attached policies and guidelines and affirms its direction that the Staff follow through with implementation.

Furthermore, the Council instructs the Staff to develop an application process for potential applicants in order that an applicant knows that the City has a plan in place for identifying areas for Infill and Redevelopment ,so that those owners know what is planned or possible and such that consistency and flexibility will be maintained in the policy.

For the reasons stated in the foregoing recitals, the City Council of the City of Grand Junction does hereby adopt the program to implement the infill and redevelopment portion of the Growth Plan including the attached Infill Area Map, Redevelopment Area Map, list of potential forms of City involvement (incentives) and list of criteria for evaluating potential City involvement in infill and redevelopment projects (review criteria).

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

The program for implementing the infill and redevelopment policies as outlined in the recitals and guidelines of the City of Grand Junction Growth Plan are hereby adopted.

PASSED AND ADOPTED this 15th day of September 2004 by the City Council of the City of Grand Junction.

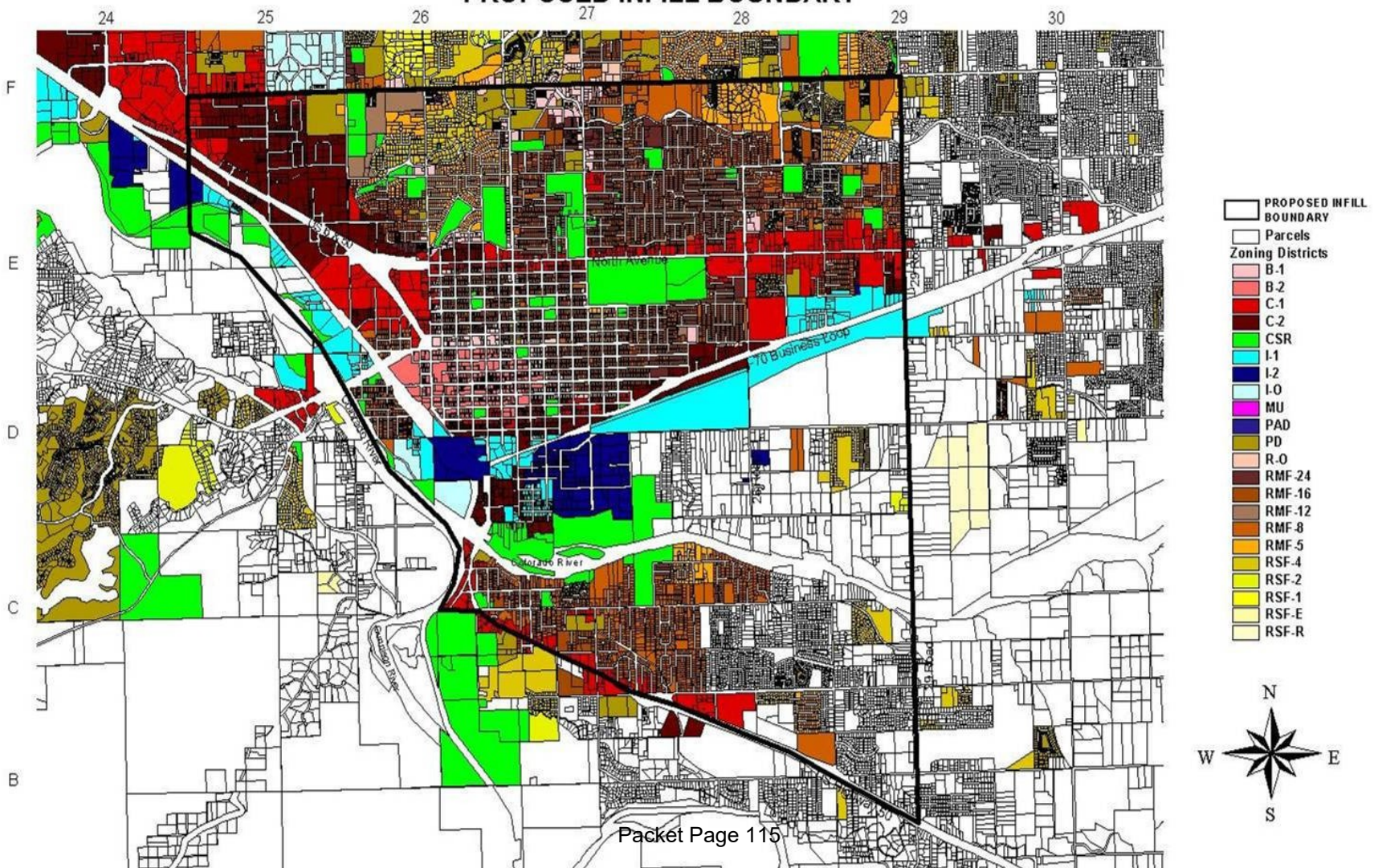
ATTEST:

/s/ Bruce Hill
Bruce Hill
Mayor

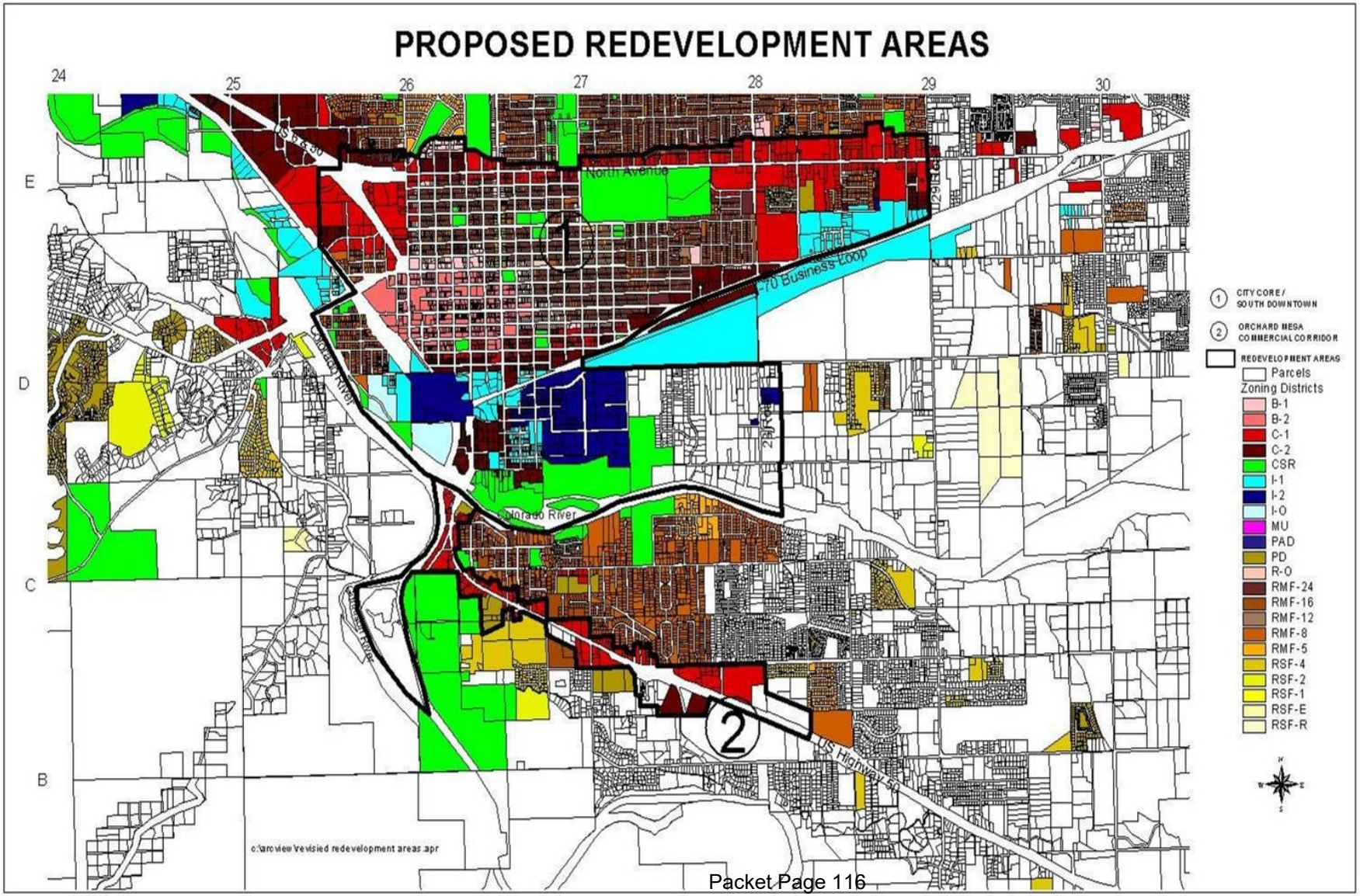
/s/ Stephanie Tuin
Stephanie Tuin
City Clerk

Attachment 2

PROPOSED INFILL BOUNDARY



Attachment 3



Attachment 4

Potential Forms of City Involvement

1. **Expedited development review process**
2. **Assistance with city agency review**
3. **Deferral of fees (examples may include permitting fees, tap fees and impact fees)**
4. **Density bonuses for residential projects**
5. **Proactive city improvements – i.e. "prime the pump" by investing in various city improvements prior to any private development commitment**
    a. **Targeting the use of the Transportation Capacity Payment (TCP) funds**
    b. **City initiated Limited Improvement District (LID), Business Improvement District (BID), General Improvement District (GID)**
    c. **Reimbursement agreements either with the developer or the City (based on incremental development)**
    d. **Shuffling priorities within the CIP (within a 3 year bracket, example: storm drainage improvements)**
6. **Financial participation - because many desired projects are not viable without city participation and/or to reduce the relative land cost for redevelopment versus vacant property**
7. **Contribution to enhancements / upgrades versus typical standards (for instance upgrading a split face block building treatment to a stone building treatment.)**
8. **Off-site city improvements required by Code – access, under grounding of utilities, streetscape, etc.**
9. **City assemblage of development parcels for redevelopment bids**

Attachment 5

Criteria for Evaluating Potential City Involvement in Infill and Redevelopment Projects

1) **Is the site within City's geographically mapped area?**

2) **Does the site meet the definition of "Infill" or "Redevelopment?"**

3) **Describe how the site is compatible with the surrounding area and meets community values including compatibility with surrounding quality of design and site planning.**

4) **Describe the project's feasibility. This should include the developer's resume of experience, whether project financing is in place and, for non-residential projects, what tenant commitments are in place.**

5) **Within a distance of 1,000 feet, list any specific infrastructure projects planned and/or funded) by the City or any proposed off-site contributions anticipated by the proposed project that address existing deficiencies as defined by the City.**

6) **What is the level of sharing of City vs. private participation for specific enhancement request or code requirements?**

7) **Does the proposed project include a mixture of uses? If so, describe the types and percentage.**

8) **Is the proposed project part of an economic development recruitment.**

9) **Will the proposed project preserve or enhance any historic structure or site? Has the structure / site been inventoried by the City?**

10) **Does the proposed project include an affordable housing element? If so, provide details including how the project meets different HUD definitions for affordable housing.**

11) **Does the proposed project go beyond current Code requirements and provide enhanced architectural and design elements?**

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. 15-13

A RESOLUTION ADOPTING AN AMENDED REDEVELOPMENT BOUNDARY MAP AND CREATING A FORMULA REDUCING THE TCP REQUIREMENTS WITHIN THE REDEVELOPMENT AREA

RECITALS:

In September, 2004 the City Council reviewed and approved the Infill and Redevelopment Implementation Program by adopting policies outlined in Resolution No. 87-04. The Resolution described the framework of the infill and redevelopment program, defined terms and established infill and redevelopment areas.

The implementation of the program was adopted to encourage development of infill parcels and redevelopment of underutilized land within certain areas of the City of Grand Junction for several beneficial reasons. Such development:

- Makes more efficient use of existing infrastructure including streets, water and sewer lines and other public facilities and services;
- Provides opportunities to reduce commuting distance/automobile dependency;
- May help to provide affordable housing within the City; and
- Reduces the demand for and impact from "end of the road" suburban sprawl.

By adopting this resolution, the City Council reaffirms the original policies and guidelines set forth in the Infill and Redevelopment Implementation Program. However, City Council finds that there is a need to amend the Redevelopment Area and add additional clarification that would reduce the Transportation Capacity Payment for new development within the Redevelopment Area.

For the reasons stated in the foregoing recitals, the City Council of the City of Grand Junction does hereby amend the Infill and Redevelopment Implementation Program by the attached Redevelopment Area Map and Transportation Capacity Payment calculation for new development within in the Redevelopment Area.

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

The Infill and Redevelopment Implementation Program is hereby amended as follows:

1. The attached Exhibit A is adopted as the new Redevelopment Area Map.
2. The attached Exhibit B is adopted as the calculation to reduce Transportation Capacity Payments for new development within the Redevelopment Area.

ADOPTED AND APPROVED THIS 6th day of March, 2013.

President of the Council

ATTEST:

City Clerk

Exhibit A

Redevelopment Boundary Map

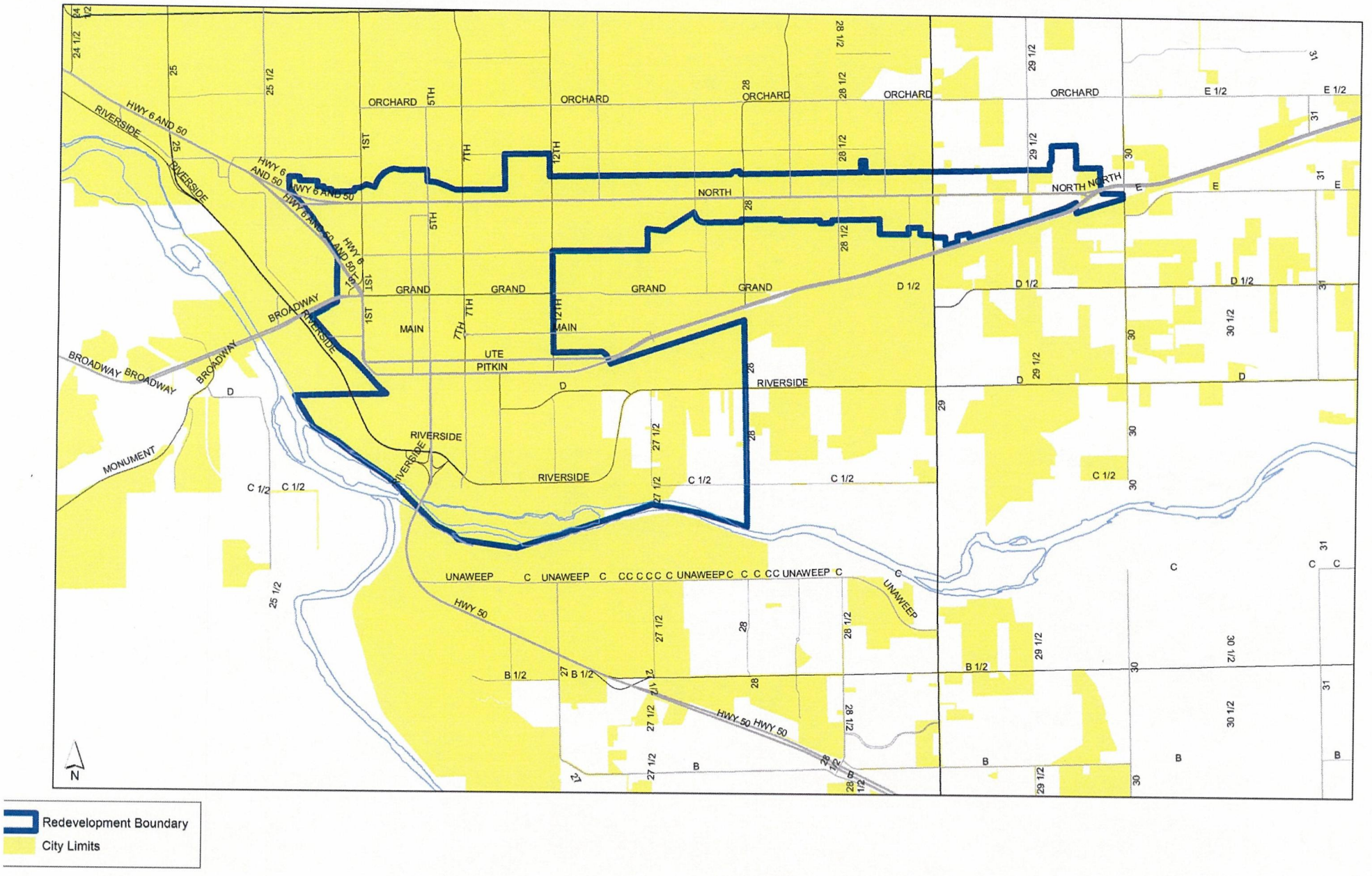


Exhibit B

Within the Redevelopment Area any new development would be assessed a TCP using the following calculation:

$$rTCP = (tTCP/n)*.5$$

rTCP – Reduced Transportation Capacity Payment
tTCP – Total Transportation Capacity Payment calculated for all uses within the building
n – The number of floors

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-26

A RESOLUTION REINSTATING AND AMENDING THE INFILL AND REDEVELOPMENT PROGRAM

RECITALS:

On December 18, 2019, the City Council adopted Resolution 93-19. That Resolution establishes the City's incentive program for infill and redevelopment ("Program") within the areas designated by the City Council as the Redevelopment Boundary. The Program utilizes a formula that promotes investment in the City's center and important corridors, while offering additional incentives for vertical construction within other specified areas of City.

As provided in Resolution 93-19, within sixty days of the third anniversary of the adoption of Resolution 93-19, the City Council was to consider the effectiveness of the resolution at achieving its stated purposes. Without further action by the City Council, the terms and provisions of Resolution 93-19 was set to expire on December 18,2022.

The City Council amended the Redevelopment Boundary Map by Resolution 03-20.

The City Council hereby desires to reinstate the Program and in doing so, the City Council also desires to clarify the application of the program to single-unit detached and attached structures and provide for a future expiration date.

By adopting this resolution, the City Council affirms City policy to provide incentives for infill and redevelopment within the areas designated as the Program Boundary while utilizing a formula that promotes investment in the City's central areas and important corridors while further providing additional incentives for vertical construction within other specific areas of City.

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

- The Infill and Redevelopment Program is reinstated and shall be applied and calculated as included in Exhibit A, and
- The Program shall apply to the boundary as shown in Exhibit B; and
- The Program shall be considered for continuation on or before July 1, 2030 or shall otherwise expire on this date.

ADOPTED AND APPROVED THIS 5TH Day of August, 2026.

_____

President of the City Council

ATTEST:

_____

City Clerk

EXHIBIT A
Application and Calculation of Infill and Redevelopment Program

Within the Redevelopment Area any new development (excluding residential uses with density less than 16 dwelling units per acre) would be assessed a Transportation Capacity Payment (TCP) using the following calculation:

rTCP = (TCP*.5)

rTCP – Reduced Transportation Capacity Payment
tTCP - Total Transportation Capacity Payment calculated for all uses within the building

Within the Redevelopment Area any new development (excluding residential uses with density less than 16 dwelling units per acre) and within the following areas, the required TCP will be assessed using the following calculation:

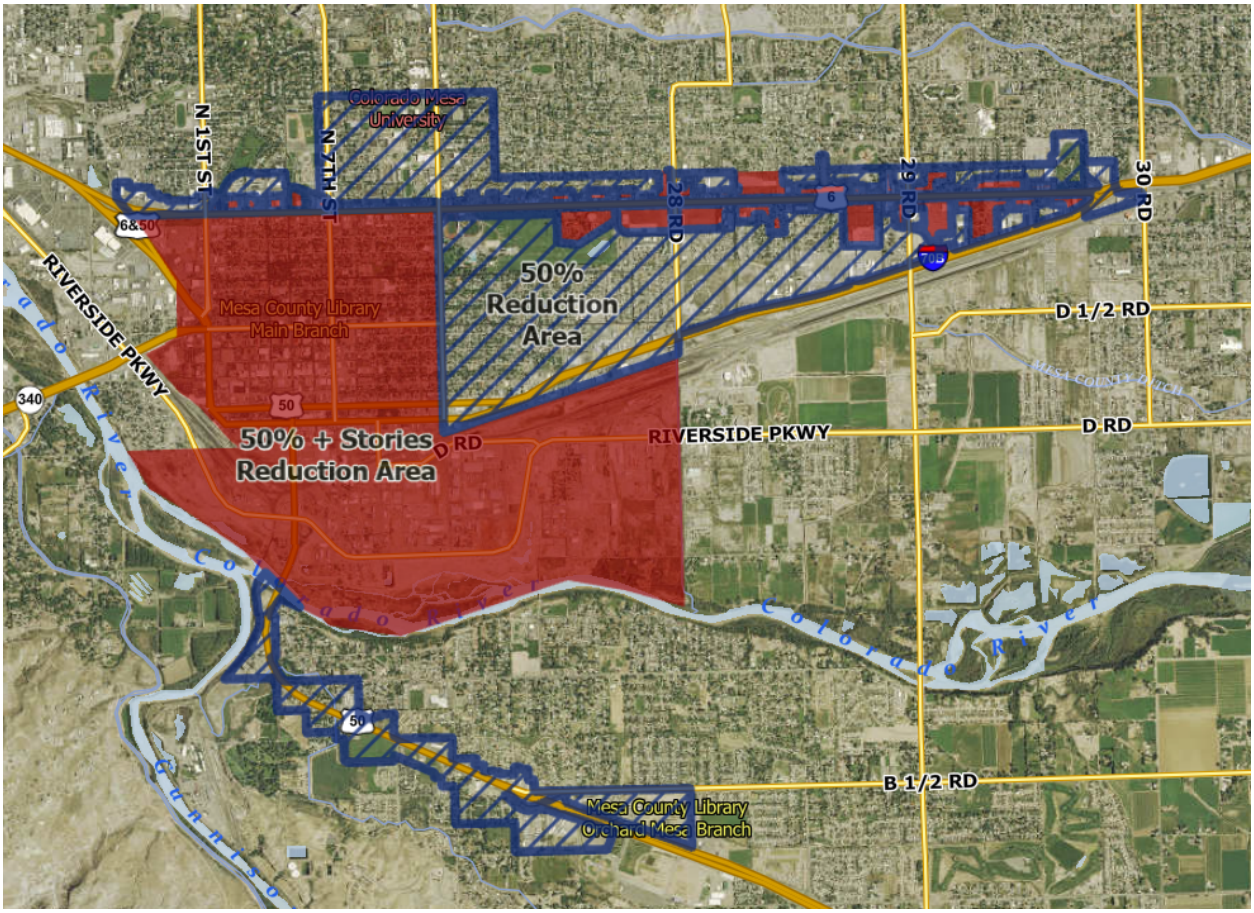
- Properties within the North Avenue Zoning Overlay
- Properties within the Downtown District (Greater Downtown Overlay)
- Properties within the River District (Greater Downtown Overlay)
- Properties within the Rail District (Greater Downtown Overlay)

rTCP = (tTCP/n)*.5

rTCP - Reduced Transportation Capacity Payment
tTCP - Total Transportation Capacity Payment calculated for all uses within the building n - The number of floors

Exhibit B

Infill and Redevelopment Program Boundary



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: August 5, 2026

Presented By: Jerod Timothy, Project Engineer

Department: General Services

Submitted By: Kyle Coltrinari

Information

SUBJECT:

A Resolution to Increase the Boot Warrant Fee

RECOMMENDATION:

Staff recommends that City Council adopt the resolution increasing the parking boot warrant fee from $50 to $100.

EXECUTIVE SUMMARY:

This item proposes increasing the parking boot warrant fee from $50 to $100. The current fee has remained unchanged for many years and no longer reflects the City's administrative and operational costs associated with issuing a boot warrant and deploying staff to install and remove a vehicle immobilization device. The proposed fee is intended to better align with the City's cost of providing this enforcement service.

BACKGROUND OR DETAILED INFORMATION:

The City utilizes vehicle immobilization ("booting") as an enforcement tool for vehicles that have accumulated multiple delinquent parking citations. Prior to installing a boot, staff must verify eligibility, issue a boot warrant, coordinate enforcement activities, document the action, and process payment before the boot is removed.

The proposed increase from $50 to $100 is intended to better align the fee with the City's actual cost of providing the service rather than generate additional revenue. Recovering a greater portion of these costs helps ensure that the expenses associated with enforcement are borne by the individuals requiring the service rather than the general parking system.

Boot Warrant Fee	Current	Proposed
Boot Warrant Fee	**$50**	**$100**

FISCAL IMPACT:

The proposed fee increase is expected to result in a modest increase in revenue associated with boot warrant enforcement. Because boot warrants are issued infrequently, the overall fiscal impact is anticipated to be minimal. The primary purpose of the increase is improved cost recovery rather than revenue generation.

SUGGESTED MOTION:

I move to adopt Resolution 67-26, a resolution increasing the parking boot warrant fee from $50 to $100.

Attachments

None

Grand Junction City Council

Regular Session

Item #4.d.

Meeting Date: August 5, 2026

Presented By:

Department: City Manager's Office

Submitted By:

Information

SUBJECT:

Approval of Grand Junction Regional Airport FAA Grant

RECOMMENDATION:

EXECUTIVE SUMMARY:

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

None

Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: August 5, 2026

Presented By: Thomas Lloyd, Planning Manager

Department: Community Development

Submitted By: Daniella Acosta, Principal Planner

Information

SUBJECT:

An Ordinance to Amend the Redlands 360 Planned Development Outline Development Plan (ODP), Incorporate Approximately 29.08 Acres into the ODP, Including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and Establish Planned Development (PD) Zoning for Newly Added Lands, Resulting in a Total ODP Area of Approximately 629.08 acres, and Amend the ODP to Modify Certain Bulk and Lighting Standards for Property Located South of the Redlands Parkway and Highway 340 Intersection

RECOMMENDATION:

The Planning Commission heard this request at its July 14th meeting and voted (7-0) to forward a recommendation of approval to the City Council.

EXECUTIVE SUMMARY:

An Ordinance to Amend the Redlands 360 Planned Development Outline Development Plan (ODP), Incorporate Approximately 29.08 Acres into the ODP, Including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and Establish Planned Development (PD) Zoning for Newly Added Lands, Resulting in a Total ODP Area of Approximately 629.08 acres, and Amend the ODP to Modify Certain Bulk and Lighting Standards for Property Located South of the Redlands Parkway and Highway 340 Intersection

BACKGROUND OR DETAILED INFORMATION:

The Redlands 360 PD and associated ODP were approved by City Council in February 2022. The approved ODP established a master-planned community on approximately 600 acres, including a mix of residential land uses, limited commercial development, and open space.

Since approval of the PD ODP, four filings have been approved, three of which have been platted, and portions of the development are under construction. The current request proposes amendments to the PD ODP to incorporate approximately 29.08 additional acres into the PD, increasing the total PD area to approximately 629.08 acres, and to establish updated outdoor and site lighting standards applicable throughout the development.

Location and Surrounding Land Use
The Redlands 360 PD is generally located south of Highway 340 (Broadway), east of South Camp Road, west of the Ridges area, and north of lands managed by the Bureau of Land Management. The site is largely undeveloped, with portions of the approved development currently under construction. The site is designated Residential Low on the Comprehensive Plan Future Land Use Map. Surrounding properties are designated Residential Low to the north, east, and west, Commercial at several intersections along Highway 340, and Parks and Open Space to the south. Existing development in the vicinity consists primarily of low-density residential neighborhoods, open space, recreational trail systems, and public lands.

Site Access and Transportation System
The Redlands 360 PD is served by a network of existing and planned roadway connections identified in the Grand Junction Circulation Plan. Regional access to the development is provided from Highway 340, with primary connections to the site from 23 Road, Easter Hill Drive, Redlands Parkway, and Canyon Rim Drive. These access points are intended to distribute traffic throughout the development and provide connectivity to the surrounding transportation network.

The approved ODP includes an internal roadway system designed to support phased development while accommodating vehicle, bicycle, and pedestrian travel. The proposed ODP amendment does not substantially modify the approved circulation framework. The additional acreage proposed for inclusion within the PD is expected to develop as part of future phases and will connect to the existing and planned transportation network. The applicant has indicated that the amendment would add approximately 74 dwelling units, which is not anticipated to significantly alter the traffic assumptions evaluated as part of the original PD approval and subsequent filings.

The ODP also includes a network of trails and pedestrian facilities intended to provide internal connectivity and connections to surrounding neighborhoods, open space areas, and regional trail systems. The proposed amendment maintains the planned multimodal transportation network and will incorporate pedestrian and bicycle facilities consistent with the approved ODP.

Availability of Utilities
All utilities are available and adjacent to the Development site. Utility providers are:

- Water – Ute Water District
- Sewer – City of Grand Junction

• Irrigation – Redlands Water and Power
• Electric and Gas – Xcel Energy
• Communications – TBD

Special or Unusual Demands on Utilities
The proposed Development has no special nor unusual demands on utilities. Recognizing that the Development is one of the largest planned developments that the community has considered, the plan proposes land uses and densities with lower demands than all of the guiding plans for density, traffic, water, and sewer that the City has already incorporated into growth projections for the Redlands and the community as a whole. With the Ute Water tank being at the high point of this property, there are existing large, buried intake and outflow pipes that have been considered and avoided in the layout of the proposed plan.

Effects on Public Facilities
The proposed ODP amendment is not anticipated to create impacts on public facilities beyond those previously evaluated through the approval of the Redlands 360 PD and subsequent development filings. The amendment primarily incorporates approximately 29.08 acres into the existing PD boundary and establishes lighting standards for the development. While the additional acreage may accommodate a limited number of future dwelling units, public services and infrastructure demands are expected to remain consistent with the long-range development assumptions for the project. Future development will continue to be reviewed for compliance with applicable City standards and utility requirements at the time of subdivision and site development review.

Site Soils, Geology and Geologic Hazards
Geotechnical conditions within the Redlands 360 PD have been evaluated through studies prepared in support of the original ODP and subsequent development filings. Additional geotechnical investigations will continue to be conducted as necessary with future subdivision and development applications. The proposed ODP amendment does not alter the site's overall geologic conditions, and future development within the amended PD will remain subject to applicable geotechnical review and engineering requirements.

Irrigation
As part of the original PD ODP approval, the applicant proposed a xeric landscape approach for both common areas and individual lots to reduce irrigation demand while limiting the extent of irrigated turf areas. The approved plan identified the use of 75 shares of Redlands Water and Power (RWP) water for irrigation of parks, common open space landscaping, streetscapes, entry features, and disturbed areas requiring revegetation. The current ODP amendment does not propose any changes to the approved irrigation strategy.

Proposed Use and Zoning Overview
The Redlands 360 PD and associated ODP were approved by City Council in 2022 to establish a master-planned community consisting of a mix of residential land uses,

limited commercial/mixed-use development, and a significant open space network. The approved ODP established the overall land use framework, density ranges, circulation system, open space areas, and development standards for the approximately 600-acre project. The PD currently allows a range of 1,300 to 1,750 dwelling units and up to 100 residential units within the commercial/mixed-use areas.

The current application does not propose substantive changes to the approved land use pattern, residential density range, or overall development program. Instead, the request would amend the ODP to incorporate approximately 29.08 additional acres into the PD boundary, resulting in a total PD area of approximately 629.08 acres. The amendment also includes revisions to certain ODP standards and exhibits, including the adoption of outdoor and site lighting standards and updates to ensure consistency with the current Zoning and Development Code.

Following the amendment, the PD would continue to provide for low-density residential, medium-density residential, multifamily/high-density residential, commercial/mixed-use, and open space land use categories generally consistent with the approved ODP. The proposed changes do not alter the overall vision, character, or long-term development framework of the Redlands 360 PD.

Public Benefit Overview
The Redlands 360 PD was originally approved in 2022 based on findings that the project would provide long-term community benefits through a coordinated master-planned approach to development. The approved ODP established a framework for residential development, transportation infrastructure, open space preservation, trail connectivity, and utility improvements across a large infill property within the City's growth boundary. The PD approach allowed the site to be planned comprehensively while preserving substantial open space and accommodating a variety of housing types consistent with the goals of the Comprehensive Plan.
The proposed ODP amendment continues to support those objectives. The amendment would incorporate approximately 29.08 additional acres into the existing PD, allowing the added properties to develop under the same planning framework, design standards, and infrastructure network as the remainder of the Redlands 360 community. The amendment does not substantially alter the approved land use program, density range, open space system, or circulation network that formed the basis for the original PD approval.

Staff finds that the amendment maintains the public benefits associated with the approved PD by preserving a coordinated development pattern, extending planned infrastructure and multimodal connections, and maintaining the extensive open space network that surrounds and connects the development. The proposed lighting standards further support community objectives by establishing development-wide requirements intended to reduce light trespass, preserve dark-sky conditions, and maintain compatibility with the character of the Redlands area. Collectively, the proposed amendments continue to advance the long-term planning goals established through the approved ODP while providing a consistent regulatory framework for future

development within the expanded PD boundary.

NOTIFICATION REQUIREMENTS
Pursuant to GJMC Section 21.02.030(c), a Neighborhood Information Meeting for the proposed Redlands 360 PD ODP Amendment was held on October 21, 2025, at Monument Baptist Church from 5:30 p.m. to 7:00 p.m. Notice of the meeting was mailed on October 8, 2025, to property owners within 500 feet of the subject property in accordance with City requirements.

Approximately 37 individuals attended the meeting, including representatives of Redlands 360/ONE LaPlata, neighboring property owners, and City staff. Notice was completed consistent with the provisions in Section 21.02.030(g) of the GJMC. The subject properties were posted with an application sign on December 15, 2025. 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 properties on July 3, 2026. The notice of the Planning Commission public hearing was published on July 4, 2026, in the Grand Junction Daily Sentinel.

ANALYSIS

ZONE OF ANNEXATION/REZONE ANALYSIS
The approval criteria for evaluation of a zone of annexation for approximately 18.96 acres east of 23 Road, previously zoned RSF-4 in Mesa County and presently without a City zoning designation, and a rezone of two 5-acre parcels located on the western periphery of the project that are currently within the Grand Junction city limits and zoned RL-4 (Residential Low, 4 du/ac), are the same as the criteria for evaluation of a PD ODP. Therefore, for purposes of avoiding redundancy, these criteria are addressed in the PD ODP analysis that follows.

OUTLINE DEVELOPMENT PLAN ANALYSIS
The Planning Commission shall review and recommend, and the City Council shall review and decide on an ODP based on demonstrated conformance with all of the following criteria:

A. The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies;

The Redlands 360 PD and associated ODP were approved by City Council in 2022 following findings that the development was consistent with the One Grand Junction Comprehensive Plan, the Grand Junction Circulation Plan, and applicable City policies. The current application proposes amendments to the approved ODP, including the incorporation of approximately 29.08 additional acres into the PD boundary, the establishment of PD zoning for the added properties, revisions to certain bulk standards, and the adoption of development-wide outdoor and site lighting standards. The amendment does not substantially alter the approved land use framework, density range, circulation network, open

space system, or overall development concept established through the original ODP approval.

The subject property is designated Residential Low on the Future Land Use Map. The amended ODP continues to provide a mix of residential land uses, limited commercial opportunities, and a substantial open space network consistent with the intent of the Comprehensive Plan. The approved density range of 1,300 to 1,750 dwelling units remains unchanged and continues to fall within the density range contemplated by the Residential Low designation. The amendment also maintains the project's emphasis on preserving open space, providing trail connectivity, and accommodating a variety of housing types within a master-planned development pattern.

The Grand Junction Circulation Plan identifies roadway connections serving the site from Highway 340, 23 Road, Redlands Parkway, Easter Hill Drive, and Canyon Rim Drive. The proposed amendment does not modify the overall circulation framework previously evaluated through the ODP approval. Planned roadway, bicycle, pedestrian, and trail connections remain in place and continue to support the multimodal transportation objectives of the Circulation Plan.

Staff finds that the proposed amendment remains consistent with the goals and policies of the One Grand Junction Comprehensive Plan, the Grand Junction Circulation Plan, and other adopted plans and policies. The amendment preserves the planning framework established by the approved ODP while incorporating additional acreage into the development and updating development standards to address project-specific needs and evolving Code requirements.

Therefore, staff finds this criterion met.

B. The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;

The subject properties are not located within any adopted corridor or overlay district; therefore, no corridor or overlay-specific guidelines apply. Staff finds this criterion has been met.

C. The rezoning criteria provided in GJMC § 21.02.050(m);

See Rezoning Analysis.

D. A Planned Development which allows the construction and/or use of single unit detached dwellings shall allow accessory dwelling units (ADUs)in accordance with GJMC § 21.04.040 and shall not have any standards regarding ADUs that are more restrictive than this Code. All ADU applications shall be reviewed through the administrative process in GIMC § 21.02.040.

The amended ODP permits single-unit detached dwellings within the residential land use categories. Staff reviewed the ODP Use Table (Exhibit 6A) and found that accessory dwelling units are identified as an allowed use within the applicable residential districts. Additionally, staff did not identify any provisions within the ODP that prohibit ADUs or impose standards that are more restrictive than those contained in GJMC 21.04.040. Any future ADU applications within the development will be subject to the applicable requirements and administrative review procedures of the Grand Junction Municipal Code.

Staff finds this criterion has been met.

E. The ODP specifically shows the following requirements of a planned development:

a. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;
The amended ODP demonstrates that adequate public services and facilities can be provided concurrent with the projected impacts of development. The Redlands 360 development is planned as a phased project over an anticipated 20-plus-year buildout period, allowing infrastructure improvements and public services to be extended in a logical manner as development occurs. Public utilities, including water, sanitary sewer, irrigation, electric, natural gas, and other utility services, are available to serve the project area, and future extensions will be reviewed with each filing to ensure adequate capacity is maintained. The proposed amendment does not increase the approved overall residential density range of the development and is anticipated to add approximately 74 dwelling units through the incorporation of the additional 29.08 acres into the ODP. The applicant's supporting materials indicate that this increase will not substantially alter the utility, traffic, or public facility assumptions that formed the basis of the original PD/ODP approval. Public services and infrastructure improvements will continue to be evaluated at the subdivision and development stage, where more detailed engineering, traffic, utility, drainage, and agency reviews will occur. Therefore, staff finds this criterion has been met.
b. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

The amended ODP provides for adequate circulation and access to serve the various development areas within Redlands 360. The overall circulation framework approved with the original ODP remains in place and includes multiple access points to the development from 23 Road, Easter Hill Drive, Redlands Parkway, and Canyon Rim Drive. The amendment does not alter the fundamental roadway network but instead incorporates additional acreage into future phases of development that will connect to the established circulation system. The Grand Junction Circulation Plan identifies the surrounding transportation network, including Highway 340 as a Principal Arterial and Redlands Parkway and South Camp Road as Major Collectors. The proposed development has been designed to integrate with this network while distributing traffic among multiple access

points and maintaining connectivity throughout the project area. The amended ODP also retains the planned pedestrian and bicycle network, including both internal trail connections and connections to existing regional trails and open space areas. A traffic study was completed as part of the original ODP approval, and the applicant indicates that the addition of approximately 74 dwelling units associated with the amendment is not expected to materially alter the conclusions of that analysis. More detailed traffic, access, and circulation evaluations will continue to occur with subsequent subdivision filings and development applications to ensure that roadway improvements, emergency access, pedestrian facilities, and bicycle connections are provided concurrent with development.

Therefore, staff finds this criterion has been met.

c. Appropriate screening and buffering of adjacent property, uses, and structures shall be provided;

The amended ODP maintains the overall development pattern approved in 2022, including substantial open space areas that provide separation between development areas and adjacent properties. Detailed landscaping, screening, and buffering requirements will continue to be reviewed with future subdivision and site development applications to ensure compatibility with surrounding uses.

Therefore, staff finds this criterion has been met.

d. An appropriate range of density for the entire property or for each development pod/area to be developed;

The amended ODP maintains the overall density framework established with the original 2022 approval while incorporating approximately 29 additional acres into the development boundary. The ODP continues to provide for a total residential yield of 1,300 to 1,750 dwelling units across approximately 629 acres, resulting in an overall density that remains consistent with the Residential Low future land use designation of the One Grand Junction Comprehensive Plan. The additional acreage is proposed to accommodate approximately 74 dwelling units and does not materially alter the approved density range or development pattern. The mix of low-, medium-, and higher-density residential areas, along with commercial and open space components, continues to provide an appropriate distribution of uses across the site. Staff finds the proposed density range remains compatible with adopted planning policies and appropriate for the property. Therefore, staff finds this criterion has been met.

e. An appropriate set of base zone district standards for the entire property or for each development pod/area to be developed;

The amended ODP establishes base zoning standards for each development area through the land use framework and default standards identified in Exhibit 3. The ODP applies zoning districts and development standards that correspond to comparable districts in the Grand Junction Zoning and Development Code,

including RL-4, RM-12, RH-16, MU-1, and P-1 standards. The proposed amendment updates these standards to align with the current Code while maintaining flexibility for future development phases. Staff finds the proposed standards provide an appropriate regulatory framework for the various residential, mixed-use, and open space areas within the development and will ensure future development occurs in a manner consistent with City regulations.

Therefore, staff finds this criterion has been met.

f. An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed;

The amended ODP includes an updated Development Progression Plan that identifies a logical sequence for future development phases and associated infrastructure improvements. The phasing plan reflects current market conditions, anticipated housing product types, infrastructure availability, and coordination with the Redlands 360 Metropolitan District. While the timing of future phases may evolve over the anticipated buildout period, the ODP establishes an organized framework for development and identifies periodic updates to City Council as additional phases are initiated. The proposed amendment does not alter the overall phased development approach approved in 2022 but updates the progression schedule to reflect current project conditions and the incorporation of the additional acreage. Staff finds the proposed phasing plan provides an appropriate development schedule for the property and ensures that infrastructure and public improvements can be provided in an orderly manner concurrent with development. Therefore, staff finds this criterion has been met.

g. Any requested adjustments to the standards of the base zone district(s) and/or other applicable standards such as landscaping, uses, or parking shall be identified both by location on the site plan and in an accompanying narrative summary; and;

The proposed amendment identifies each requested adjustment through the amended ODP exhibits and supporting narrative. The incorporation of approximately 29.08 acres into the PD boundary is depicted on Exhibit 3 (Land Use and Default Zones), which identifies the location of the additional properties and their corresponding default zoning districts. Exhibit 3 also identifies the proposed revisions to the default bulk and dimensional standards applicable to each land use designation.

Exhibit 6 identifies the proposed revisions to the ODP Use Table, including specific additions, removals, and modifications to permitted and conditional uses within each land use designation to ensure consistency with the current Zoning and Development Code. These revisions are applied across the mapped land use areas shown on Exhibit 3, allowing staff and future applicants to clearly determine where each use is allowed within the development. New Exhibit 8 identifies the proposed outdoor and site lighting standards applicable throughout the development and establishes a comprehensive, project-specific lighting framework. The exhibit organizes standards by use area, including public streets,

bicycle and pedestrian facilities, commercial and multifamily parking lots, playgrounds, under-canopy areas, signage, building entrances, and general site lighting. For each category, the exhibit specifies allowable fixture types, maximum mounting heights, illumination levels, shielding requirements, and operational limitations such as curfews or dimming controls. These standards are applied development-wide and are intended to supplement and, where applicable, modify the City's general lighting standards, clearly identifying the extent and location of the proposed adjustments.
Accordingly, staff finds this criterion has been met.
h. An appropriate community benefit shall be described through the application narrative, which incorporates at least one of the following:

The amended PD continues to provide several community benefits consistent with the intent of the Planned Development provisions of the Zoning and Development Code. The development is located within the City's existing growth boundary and implements the Residential Low land use designation through a coordinated, master-planned development pattern. The amendment does not alter the overall vision established with the 2022 ODP approval but instead expands the PD boundary and updates development standards while preserving the project's overall planning framework.
The amended ODP maintains over 30 percent of the property as open space, preserving natural landforms, existing trail corridors, and recreational opportunities while providing separation between development areas. The development continues to cluster residential neighborhoods in a manner that responds to the site's topography, consolidates infrastructure, and maximizes the preservation of open space. The project also maintains an interconnected network of roads, sidewalks, bicycle facilities, and trails that provides internal connectivity and links to surrounding neighborhoods and regional recreational resources.

The ODP continues to provide a diverse mix of residential housing types within a master-planned community and incorporates limited neighborhood-serving commercial uses consistent with the Comprehensive Plan. Public infrastructure, parks, open space, drainage improvements, and transportation facilities are planned comprehensively and are intended to be constructed in coordination with each phase of development. In addition, the proposed outdoor and site lighting standards establish development-wide requirements that minimize light trespass and preserve the dark-sky character of the Redlands while providing lighting necessary for public safety. Therefore, staff finds this criterion has been met.

REZONING ANALYSIS
A. Consistency. The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

The proposed PD zoning is generally consistent with the One Grand Junction Comprehensive Plan. The subject properties are designated Residential Low on the Future Land Use Map, which contemplates residential development at densities

between 2 and 5.5 dwelling units per acre. The proposed amendment does not modify the approved residential density range or overall development pattern established by the Redlands 360 PD. The incorporation of approximately 29.08 additional acres into the PD boundary and the associated zoning actions extend the existing master-planned development onto adjacent properties while maintaining consistency with the Residential Low designation.

The PD continues to implement the Comprehensive Plan's policies supporting compact, contiguous growth within the City's growth boundary by incorporating adjacent properties into an existing coordinated development rather than creating isolated development patterns. The amended ODP maintains a mix of housing types, interconnected pedestrian and bicycle facilities, substantial open space, and limited neighborhood-serving commercial uses, consistent with the Plan's objectives for housing choice, multimodal connectivity, and preservation of recreational opportunities. The project also continues to coordinate infrastructure, transportation improvements, parks, and open space through a unified development plan, supporting the Comprehensive Plan's goals for fiscally responsible growth and efficient infrastructure delivery. The proposed zoning amendment does not alter the fundamental land use framework approved in 2022. Rather, it expands the PD boundary and updates development standards while preserving the planning principles upon which the original PD was approved. Therefore, staff finds the criterion to be met.

B. Development Patterns.The proposed zoning will result in logical and orderly development pattern(s).

The proposed PD zoning will continue the logical and orderly development pattern established through the original Redlands 360 ODP approval. The amendment incorporates approximately 29.08 acres adjacent to the existing PD, eliminating isolated zoning districts and extending the existing master-planned development onto contiguous properties. The additional acreage is integrated into the established land use framework, roadway network, open space system, and development phasing rather than creating stand-alone development areas.

The amended ODP retains the established land use pattern shown on Exhibit 3, including the distribution of RL-4, RM-12, RH-16, MU-1, and P-1 areas, and extends that pattern onto the additional 29.08 acres. Exhibit 3 shows the added parcels incorporated into adjacent RL-4 and RM-12 areas rather than designated as separate or standalone districts, and the mapped street network extends into these parcels to connect with existing planned internal roads. The exhibit also shows the continuation of the open space network across the expanded boundary, maintaining connections between previously approved open space areas and the newly added land. The Development Progression Plan assigns these areas to later phases that correspond with the planned extension of public streets and utilities, indicating that development will occur only as infrastructure is extended. The phasing diagram also shows continuous roadway and trail alignments across phase boundaries, demonstrating that circulation routes are intended to be constructed in sequence rather than leaving disconnected

segments. Therefore, staff finds this criterion has been met.

C. Benefits. The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

The proposed PD amendment provides community benefits by requiring development to occur within a coordinated master-planned framework rather than through independent subdivision approvals. The amended ODP continues the integrated design of the original Redlands 360 development by coordinating land use, transportation, open space, utilities, and infrastructure across the entire 629-acre site. The additional 29.08 acres are incorporated into this established framework rather than developing as separate residential enclaves, allowing the expanded property to share the existing street network, utility infrastructure, trail system, and open space network.

The amended ODP preserves a minimum of 185 acres of open space, representing more than 30 percent of the overall development. Rather than distributing open space as isolated remnants, the plan clusters residential development on the site's more developable areas while preserving continuous open space corridors that contain natural drainage features, ridgelines, and existing trail systems. This design maintains approximately 7.5 miles of existing trails, expands pedestrian connections throughout the development, and provides recreational opportunities that serve both residents and the surrounding community. Public parks, neighborhood gathering areas, and trail corridors are integrated with residential neighborhoods to provide direct pedestrian access to recreation without reliance on the street network.

The PD also provides long-term public infrastructure benefits through coordinated construction and maintenance. Roadways, utilities, parks, and open space improvements are constructed in conjunction with each phase of development and are supported through the Metropolitan District, ensuring that infrastructure is delivered concurrently with growth. The project also incorporates development-specific design standards, including outdoor lighting standards that limit fixture intensity, location, and illumination levels to preserve the Redlands' dark-sky character while maintaining lighting at key intersections, pedestrian crossings, and public spaces for safety. Therefore, staff finds this criterion has been met.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing PLD-2025-714, a request to amend the Redlands 360 Planned Development Outline Development Plan (ODP) to incorporate approximately 29.08 acres, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, resulting in a total ODP area of approximately 629.08 acres; establish PD zoning for the newly added lands, including Parcel No. 2945-172-00-183, which was recently annexed without a City zoning designation, and rezone Parcel Nos. 2945-183-00-005 and 2945-183-00-006 from RSF-4 to PD; and amend the ODP to modify certain bulk and lighting standards for properties located south of the Redlands Parkway and Highway 340 intersection.

1. The Redlands 360 PD ODP amendment meets the rezone criteria in Section 21.02.140 of the Zoning and Development Code as applicable to the zone of annexation for a portion of the property, the rezone of a portion of the property.

2. The Redlands 360 PD ODP meets ODP criteria in Sections 21.02.150 of the Zoning and Development Code.

3. Long-term community benefit will be derived from development of the project.

4. The Applicant has taken and will take appropriate measures to minimize the impact on hillsides of slopes greater than 30 percent, minimize the amount of hillside cuts, and has taken measures to mitigate the aesthetic impact of cuts through landscaping or other measures such that development on slopes of greater than 30 percent may be permitted.

5. The default zone districts shall remain as follows: Low Density Residential - R-4; Medium Density Residential - R-12; Multifamily/High Density Residential - R-16; Commercial - B-1; and Open Space–CSRas depicted on Exhibit 3 Land Use and Default Zones.

6. The project meets criteria to allow approval of deviations to proposed default zone districts standards depicted on Exhibit 3 and Exhibit 8 Outdoor and Site Lighting.

Therefore, Planning Commission recommended approval of the PD ODP for the Redlands 360 development with an expiration date of December 31, 2046, with the ODP being subject to and conditioned on the Applicant, or its successor(s) in interest if any, providing the City a land valuation assessment for each subsequent phase or filing of the Development. Said assessment(s) shall confirms the open space requirements per § 21.06.020 of the 2021 Zoning and Development Code are met.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5335, an ordinance to amend the Redlands 360 Planned Development Outline Development Plan (ODP), incorporate approximately 29.08 acres into the ODP, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and establish Planned Development (PD) Zoning for newly added lands, resulting in a total ODP area of approximately 629.08 acres, and amend the ODP to modify certain bulk and lighting standards for property located south of the Redlands Parkway and Highway 340 intersection, on final passage and order final publication in pamphlet form.

Attachments

1. Development Application
2. Amended ODP
3. Neighborhood Meeting Minutes
4. Planning Commission Minutes - 2026 - July 14 - DRAFT
5. Draft Ordinance

Development Application

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

Petition For: Planned Development - ODP

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

Existing Land Use Designation: _____ Existing Zoning: _____

Proposed Land Use Designation: _____ Proposed Zoning: _____

Property Information

Site Location: South of Hwy 340 and Redlands Parkway Site Acreage: 629

Site Tax No(s): 2945-172-00-183, 2945-183-00-005 Site Zoning: PD, RL-4, RSF-4

Project Description: Amend the PD ODP for Redlands 360 to incorporate three new parcels totaling 29 acres, adjust bulk standards and address outdoor lighting.

Property Owner Information	Applicant Information	Representative Information
Name: Grand Junction Land Co LLC	Name: Redlands Three Sixty LLC	Name: Kristen Ashbeck
Mailing Address: 600 E Hopkins	Mailing Address: 422 E Vermijo Ste 100	Mailing Address: 380 Sorrel Street
City/State/Zip: Aspen CO 81611	City/State/Zip: CO Spgs CO 80903	City/State/Zip: Grand Jct CO 81501
Business Phone #: 970-925-9046	Business Phone #: 970-712-0006	Business Phone #: 970-261-3478
E-Mail: mmaple@dunrene.com	E-Mail: jane.quimby@onelaplata.com	E-Mail: kkcgredcliff@msn.com
Fax #: NA	Fax #: NA	Fax #: NA
Contact Person: Mike Maple	Contact Person: Jane Quimby Proj Mgr	Contact Person: Kristen Ashbeck
Contact Phone #: 970-925-9046	Contact Phone #: 970-712-0006	Contact Phone #: 970-261-3478

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: Kristen K Ashbeck Date: 12/2/2025

Signature of Legal Property Owner: _____ Date: 11/24/25

CITY OF Grand Junction COLORADO
COMMUNITY DEVELOPMENT

Development Application

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

Petition For: Planned Development - ODP

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

Existing Land Use Designation: _____ Existing Zoning: _____

Proposed Land Use Designation: _____ Proposed Zoning: _____

Property Information

Site Location: South of Hwy 340 and Redlands Parkway Site Acreage: 629

Site Tax No(s): 2945-172-00-183; 2945-183-00-005 Site Zoning: PD; RL-4; RSF-4

Project Description: Amend the PD ODP for Redlands 360 to incorporate three new parcels totaling 29 acres, adjust bulk standards and address outdoor lighting.

Property Owner Information	Applicant Information	Representative Information
Name: Redlands Three Sixty LLC	Name: Same as Owner	Name: Kristen Ashbeck
Mailing Address: 422 E Vermijo Ste 0	Mailing Address:	Mailing Address: 380 Sorrel Street
City/State/Zip: CO Spgs CO 80903	City/State/Zip: CO Spgs CO 80903	City/State/Zip: Grand Jct CO 81501
Business Phone #: 970-712-0006	Business Phone #: 970-712-0006	Business Phone #: 970-261-3478
E-Mail: jane.quimby@onelaplata.com	E-Mail: jane.quimby@onelaplata.com	E-Mail: kkcgredcliff@msn.com
Fax #: NA	Fax #: NA	Fax #: NA
Contact Person: Jane Quimby Proj Mgr	Contact Person:	Contact Person: Kristen Ashbeck
Contact Phone #: 970-712-0006	Contact Phone #:	Contact Phone #: 970-261-3478

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: Kristen K Ashbeck Date: 12/2/2025

Signature of Legal Property Owner: B Douglas Quimby Date: November 24, 2025

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Redlands Three Sixty, LLC ("Entity") is the owner of the following property:

(b) No Physical Address - Parcel No. 2945-172-00-183

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

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

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

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

execute instruments to acquire, convey, encumber or otherwise affect title

◉ 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

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: B. Douglas Quimby

Printed name of person signing: **B. Douglas Quimby as President of La Plata Communities, Inc., Manager of Redlands Three Sixty, LLC**

State of Colorado)

County of El Paso) ss.

Subscribed and sworn to before me on this 20th day of October, 20 25

by B. Douglas Quimby as President of La Plata Communities, Inc., Manager of Redlands Three Sixty, LLC

Witness my hand and seal.
My Notary Commission expires on August 4, 2027

DENISE JORDAN WALLACE
NOTARY PUBLIC
State of Colorado
Notary ID # 20034025810
My Commission Expires August 04, 2027

Denise Jordan Wallace
Notary Public Signature

RECEPTION#: 3099491, at 7/23/2024 1:57:18 PM, 1 of 3
Recording: $23.00, Doc Fee $108.00 Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

Land Title
GUARANTEE COMPANY
Since 1967

General Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(a))

State Documentary Fee
Date: July 23, 2024
$108.00

This Deed, effective as of **July 23rd, 2024**, signed on the date(s) acknowledged below, by Grantor(s), **BETTY C. BENNETT**, whose street address is **TBD 23 ROAD, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado** , for the consideration of (**$1,080,000.00**) ***One Million Eighty Thousand and 00/100*** dollars, in hand paid, hereby sell(s) and convey(s) to **REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY** , whose street address is **9540 FEDERAL DR SUITE 200, COLORADO SPRINGS, CO 80921**, City or Town of **COLORADO SPRINGS**, County of **El Paso** and State of **Colorado**, the following real property in the County of **Mesa** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: **TBD 23 ROAD, GRAND JUNCTION, CO 81507**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

(SEE ATTACHED "SIGNATURE PAGE")

When recorded return to: **REDLANDS THREE SIXTY, LLC, A COLORADO LIMITED LIABILITY COMPANY**
9540 FEDERAL DR SUITE 200, COLORADO SPRINGS, CO 80921

Warranty Deed with Statutory Exceptions

SIGNATURE PAGE

Betty C. Bennett

BETTY C. BENNETT

State of **Colorado**)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me on this day of **July 23rd, 2024** by **BETTY C. BENNETT**

Witness my hand and official seal

My Commission expires: 4/5/25

Notary Public

KRISTI B JOYCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134023335
MY COMMISSION EXPIRES 04/05/2025

Exhibit A

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SW¼ NW¼ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN, AND THE SOUTH LINE OF THE REDLANDS WATER & POWER COMPANY FIRST LIFT CANAL (AS SUCH CANAL EXISTED MARCH 22, 1938), THENCE SOUTH ALONG SAID WEST LINE OF SAID SW¼ NW¼ A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EAST 200 FEET;
THENCE NORTH TO THE SOUTH LINE OF SAID CANAL;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID CANAL TO THE EAST LINE OF SAID SW¼ NW¼;
THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID SW¼ NW¼;
THENCE WEST TO THE SOUTHWEST CORNER OF SAID SW¼ NW¼;
THENCE NORTH TO THE TRUE POINT OF BEGINNING,

COUNTY OF MESA, STATE OF COLORADO.

RECEPTION#: 3140674
10/22/2025 2:01:43 PM, 1 of 1
Recording: $43.00,
Bobbie Gross, Mesa County, CO.
CLERK AND RECORDER

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity known as **REDLANDS THREE SIXTY, LLC** and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The entity is a limited liability company.

3. The mailing address for the entity is 422 East Vermijo Avenue, Suite 100, Colorado Springs, Colorado 80903.

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

5. The name and position of the persons authorized to execute instruments to acquire, convey, encumber or otherwise affect title to real property on behalf of the entity are: **B. Douglas Quimby as President of La Plata Communities, Inc., Manager of Redlands Three Sixty, LLC; or Michael G. Ruebenson as Executive Vice President of La Plata Communities, Inc., Manager of Redlands Three Sixty, LLC.**

DATED this 16th day of October, 2025.

REDLANDS THREE SIXTY, LLC, a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado corporation, Manager

By B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing Statement of Authority was acknowledged and executed before me this 16th day of October, 2025 by B. Douglas Quimby as President of La Plata Communities, Inc., Manager of Redlands Three Sixty, LLC.

Witness my hand and official seal.

My commission expires: 8/4/27.

[SEAL]

Denise Jordan Wallace
Notary Public

DENISE JORDAN WALLACE
NOTARY PUBLIC
State of Colorado
Notary ID # 20034025810
My Commission Expires August 04, 2027

corporate documents\statement of authority 2025

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Grand Junction Land Company, LLC ("Entity") is the owner of the following property:

(b) No Physical Address, Parcel Nos. 2945-181-22-999

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

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

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

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

◉ The Entity is the sole owner of the property.

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

On behalf of Entity, I have reviewed the application for the (d) Simple Subdivision

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

(e) None

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

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

Signature of Entity representative:

Printed name of person signing: Michael C. Maple as COO of Dunrene Management, Inc. Manager of Grand Junct

State of Colorado)

County of Pitkn) ss.

Subscribed and sworn to before me on this 16TH day of DECEMBER, 2024.

by MICHAEL C. MAPLE

Witness my hand and seal.

My Notary Commission expires on 7/23/2027

AUDREY I ELLIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034024415
MY COMMISSION EXPIRES 07/23/2027

Notary Public Signature

2/3

2296333 BK 4075 PG 92
01/12/2006 12:37 PM
Janice Ward CLK&REC Mesa County, CO
RecFee $5.00 SurChg $1.00
DocFee $67.50

Filed for record the_____day of_____, A.D._____
Reception No. _____

67.50

SPECIAL WARRANTY DEED

THIS DEED, Made on this day of **December 21, 2005,** between
Redlands Water and Power Company, a Colorado non-profit corporation
of the County of **Mesa** and State of **Colorado**, Grantor(s), and
Grand Junction Land Company, LLC, a Colorado limited liability company
whose legal address is: **c/o Dunrene Management, 1315 Sage Court, Aspen, Colorado 81611**
of the County of **Pitkin** and State of **Colorado,** of the Grantee(s):

WITNESS, That the Grantor, for and in consideration of the sum of (**675,000.00**)
Six Hundred Seventy Five Thousand 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), their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of **Mesa** and State of Colorado, described as follows:
Lot 2 of PUMPHOUSE SUBDIVISION, Mesa County, Colorado;
Reserving unto Grantor an easement for the operation, maintenance, construction and re-construction of Grantor's second lift canal as shown on the plat for Pumphouse Subdivision.

ALSO KNOWN AS: **2210 South Broadway, Grand Junction, Colorado 81503 2945-182-13-946**

TOGETHER with all and singular and hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits there of: 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 appurtenances, unto the Grantee(s), their heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns, 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), their heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor(s),
subject to matters of record, and property taxes and assessments accrued, but not yet due.

IN WITNESS WHEREOF the Grantor(s) have executed this deed on the date set forth above.

Redlands Water and Power Company, a Colorado non-profit corporation

Charles A. Mitisek

BY: Charles A. Mitisek, as President

STATE OF **Colorado**)
)ss.
County of **Mesa**)

The foregoing instrument was acknowledged before me on this day of **December 21, 2005,**
By **Charles A. Mitisek, as President of Redlands Water and Power Company, a Colorado non-profit corporation**

My commission expires _____
Witness my hand and official seal.

Notary Public

SUSAN J. OTTMAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11/02/2009
County of Mesa

Name and Address of Person Creating Newly Created Legal Description (38-35-106.5, C.R.S.)

When Recorded Return to:
Grand Junction Land Company
c/o Dunrene Management
1315 Sage Ct
Aspen, Colorado 81611

Form 3953 09/2004 Spec.wd.blank.dot

Recorded by Meridian Land Title - LL File No. 78372 (78373)

RECEPTION#: 3111090
12/4/2024 11:19:31 AM, 1 of 1
Recording: $13.00,
Bobbie Gross, Mesa County, CO.
CLERK AND RECORDER

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named:
Grand Junction Land Company, 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 Company.
The entity is formed under the laws of the State of Colorado.

The mailing address for the entity is: 600 E. Hopkins Suite 303, Aspen, CI 81611
.

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:
Robert D. Macgregor as President or Michael C. Maple as Chief Operating Officer of Dunrene Management, Inc., Manager of Grand Junction Land Company, LLC.

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 3rd day of December, 2024

Signature

Michael C. Maple, Chief Operating Officer

Print

STATE OF COLORADO)
)ss.
COUNTY OF PITKIN)

The foregoing instrument was acknowledged before me this 3rd day of DECEMBER, 20____, by Michael C. Maple (name) as Chief Operating Officer (insert office held or role) for Dunrene Management, Inc. Manager of Grand Junction Land Company, LLC (inset name of corporation or LLC).

AUDREY I ELLIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034024415
MY COMMISSION EXPIRES 07/23/2027

Witness my hand and official seal.
My commission expires: 7/23/2027

Audrey Ellis
Notary Public

GENERAL PROJECT REPORT – REVISED JUNE 2026
Redlands 360 Planned Development Amendment
Amend Planned Development Zoning and Outline Development Plan

A. PROJECT DESCRIPTION

1. Background

The original Planned Development Outline Development Plan (PD ODP) zoning ordinance for the Redlands 360 project was adopted by City Council in February 2022 (Ordinance No 5051, Reception Number 3021721). Since then, the developer has submitted Filings 1, 2 and 4, all of which are varying densities of residential development and Filing 3 that entails the platting of a 2.63 acre Commercial/Mixed Use parcel, a 4.47-acre Higher Density Residential parcel and a roadway access from Highway 340 into the central portions of the project. Filing 1 is under construction and the others are proposed to begin construction in Winter 2025-2026.

The original 600-acre ODP area includes approximately 60.5 acres of Lower Density Residential, 317.4 acres of Medium Density Residential, 31.6 acres of Higher Density Residential, 5.5 acres of Commercial / Mixed Use, and 185 acres of Open Space (minimum). The Open Space, which is more than 30% of the property, surrounds the Residential Planned Community, respects the natural conditions of the site, preserves the existing perimeter trails, and legitimizes other significant existing bike and hiking trails.

The PD ODP includes a mixture of Low to Medium Residential with a targeted density of 1100 to 1500 lots; High Density Multi-Family Residential with a targeted density of 200 to 250 units; and the Commercial / Mixed Use areas with the potential for up to 100 units. This provides a total ODP Density request with a range of 1,300 to 1,750 units which is consistent with the City's Comprehensive Plan Land Use Plan that shows the site as Residential Low with pockets of Commercial.

For purposes of Metro District studies, traffic studies, etc., 1,750 residential units were considered along with the potential of up to 30,000 square feet of Limited Commercial Space.

2. Site Location and Description

The project location can be generally described as the large vacant land (except for Filing 1 presently under construction on Easter Hill Drive) south and east of the intersection of the Redlands Parkway and South Camp Road. It is the northeast-facing property north of the base of the Ute Water Storage Tanks and elevated with spectacular panoramic views of the valley. The property currently has a gated gravel road that is primarily for Ute Water to access its facilities.

The land is dry with sandy to rocky soil conditions and limited rock outcrops; nearly 300 feet of elevation change exists over the span of a mile across the property, with several undulating drainage ways and areas of hills. Wetlands have been identified, primarily in

the northwest corner of the site (intersection of South Camp Road and Redlands Parkway) which are being incorporated into Filing 2 that was recently approved.

3. Proposed PD ODP Amendment

The primary purpose of this proposed PD ODP Amendment is to incorporate approximately 29 acres of land recently acquired by the developer into the Redlands 360 PD ODP – two 5-acre parcels (total 10 acres) just north of the Ute Water tank and a 19-acre parcel southeast of the present end of 23 Road and south of the Redlands First Lift Canal (refer to the Location Map).

The two five-acre parcels are on the western periphery of the project and are already within the City limits of Grand Junction and current zoning on both pieces is Residential Low 4 units per acre (RL-4). It is anticipated that these parcels will be incorporated into residential areas already depicted on the PD ODP but with a revised phasing plan to be incorporated into the Amended PD ODP as part of Phase 8. The parcels will be developed as detached single family units with a preliminary estimate of 40 units total on the 10 acres.

The 19-acre parcel on the northeast edge of the Redlands 360 development is presently outside the Grand Junction city limits but is being annexed to the City concurrent with the PD ODP Amendment. It is anticipated that this parcel will be developed as part of Phase 10 on the proposed new phasing plan, adding approximately 34 dwelling units with open space on the periphery, comparable to development in adjacent areas already within the PD ODP.

All exhibits attached to the original PD ODP ordinance (Exhibits 1 through 7b) are revised to incorporate the additional three parcels and adjust bulk standards and the uses to better align with the recently adopted Zoning and Development Code. The proposed PD ODP Amendment also proposes an additional exhibit (Exhibit 8) that addresses Outdoor Lighting in the entire development to minimize the contribution of outdoor lights in the development to the general dark sky conditions that exist in the Redlands portion of the City.

Bulk Standards Revisions

With adoption of this Amended ODP, the applicant is requesting revisions to the Bulk Standards as adopted with the original ODP. Originally, the ODP specified dimensions for the setbacks and other bulk standards of each land use area, defined by typical, comparable zone districts in the Zoning and Development Code. As depicted on Table 1 of Exhibit 3: Land Use and Default Zones, the land use areas are still defined by underlying comparable zone districts and bulk standards other than setback are still listed. However, there are no specific setbacks listed for the land use categories. It is intended, as noted in Table 1 of Exhibit 3: Land Use and Default Zones those dimensional standards for lot area, width and frontage and setbacks for principal and accessory structures be that of the corresponding or similar zone district established in the Grand Junction Zoning and Development Code in effect at the time of application for each phase of development.

Lighting Revisions
Outdoor lighting in the Redlands has historically been minimized, particularly in the areas on the south side of Highway 340 which includes the Redlands 360 ODP area. In keeping with Code purposes and the historic treatment of lighting in the Redlands, and specifically to be consistent with lighting within surrounding neighborhoods and nearby developments in the Redlands 360 area (e.g. The Ridges/Redlands Mesa, Granite Falls), the Applicant is proposing a lighting policy and standards as depicted on Exhibit 8: Outdoor and Site Lighting of the amended Redlands 360 Outline Development Plan (ODP). The proposed standards apply to public streets; bicycle and pedestrian trails and outdoor public gathering spaces; multifamily parking lots; playgrounds under-canopy areas, signage and accent landscape lighting and building entries. In general, lighting in these areas is minimized in as much as possible without compromising safety requirements for lighting.

B. PUBLIC BENEFIT

The Redlands 360 (R360) Planned Development (and as Amended) will create a residential neighborhood that meets the intent of the 2020 One Grand Junction Comprehensive Plan, the development requirements of the City of Grand Junction, and the Circulation Plan. Public benefits include:

- the development of infill properties within the City 201 boundary;
- the planned development of a project with a 20+ year development horizon;
- the creation of a residential project meeting the intentions and densities of the Comprehensive Plan;
- the placement of residential development, clustered to respect the land, consolidate infrastructure, and maximize open space;
- the creation of a development that will continue to promote the recreational opportunities that have been allowed over the last 20 years; extensive on- and off-street pedestrian networks are preserved and proposed, legitimizing and stabilizing the numerous ‘social trails’ existing on the property;
- significant open space dedication, over 30% of the entire project; determination of public ownership and maintenance responsibilities subject to discussions with the City;
- the creation of a Metropolitan District for public improvements financing as well ownership and maintenance of all parks and open space within Redlands 360, and assurances to the City for road and utility improvements that meet City standards;
- the creation of strong Design Guidelines to assure quality development that will maintain property values and ensure a consistent vision for the overall community;
- drainage improvements that control historic flows.

C. NEIGHBORHOOD MEETING

A neighborhood information meeting for the above-referenced projects was held Tuesday, October 21, 2025, at Monument Baptist Church, from 5:30 pm to 7:00 pm.

The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on October 8, 2025, per the mailing list received from the City of Grand Junction. There were approximately 37 people in attendance, including representatives from O|NE LaPlata/Redlands 360; Jane Quimby (Project Manager), Doug Quimby, Cody Humphrey and Don Gravette. The City of Grand Junction was represented by Jessica Johnson, Zoning Supervisor. Also in attendance was Tracy States, Project Coordinator with River City Consultants, Inc.

D. PROJECT COMPLIANCE, COMPATIBILITY AND IMPACT

1. Adopted Plans and Policies

At the time of original approval, the Redlands 360 PD ODP demonstrated compliance with all applicable adopted plans and policies including the appropriate sections of the Zoning and Development Code in effect at the time, the 2020 One Grand Junction Comprehensive Plan and the then-in effect Redlands Area Plan. The proposed amendments to the Redlands 360 PD ODP do not change compliance with existing adopted plans and policies.

The Planned Development zone allows the Redlands 360 Planned Development to best address compliance, compatibility, and impact with a well-planned, modern, and unique community. The original PD ODP and the proposed amendment meets and/or exceeds the intent of the 2020 One Grand Junction Comprehensive Plan / Future Land Use Plan (FLU), the development requirements of the City of Grand Junction, and vehicular, bicycle and pedestrian considerations of the Grand Junction Circulation Plan.

In addition, the Planned Development zone provides opportunities, in conjunction with other City Code tools, that have been incorporated in the Redlands 360 ODP. The proposed ODP density range in Redlands 360 is 1300 units (minimum) to 1750 units (maximum), which represents a density range of 2.1 to 3.1 units per acre. Based on this analysis the proposed density is at the low end of what is allowed via adopted plans and policies.

<u>Compliance with One Grand Junction Comprehensive Plan</u>

The Redlands 360 Planned Community has provided reports, studies, plans, and most of all ‘vision’ in the development of the existing and proposed amended ODP that strongly supports the following Principles within the 2020 One Grand Junction Comprehensive Plan:

Principle 2 – Resilient and Diverse Economy

1. Foster a vibrant, diverse, and resilient economy
   1a – Economic Diversity – Support the further diversification of the economy that is prepared to anticipate, innovate and proactively respond to the cyclical economic fluctuations and evolution
6. Invest in key infrastructure that supports businesses
   6a – Attainable Housing – Encourage the development of attainable housing for early and mid-career employees consistent with the City’s housing goals.

6d – Regional Amenities – Continue to invest in parks, recreation and its connected trail system that serve as attractions for tourism and amenities for locals.

Principle 3 – Responsible and Managed Growth

1. Support fiscally responsible growth and annexation policies that promote a compact pattern of growth, maintain or improve levels of service, and encourage the efficient use of land.
2. Encourage infill and redevelopment to leverage existing infrastructure.
3. Collaborate with regional entities and service providers on growth and infrastructure issues.
4. Maintain and build infrastructure that supports urban development.
   4h – Parks and Recreational Facilities - Provide residents with access to parks and recreational opportunities, recognizing that projected needs, types of opportunities, and facilities will vary based on location. Strive to provide park facilities within the defined level of service consistent with Chapter 3 and the Parks and Recreation Master Plan for all homes within the city.
   4j – TRAILS - Evaluate current policy for responsibility related to construction of City's Active
   Transportation Network.
5. Plan for and ensure fiscally responsible delivery of City services and infrastructure.
   5e – Special Assessment Districts
6. Support the development of neighborhood-centered commercial uses and mixed-use development.
   6e – Context-Sensitive Development - Ensure that all development contributes to the positive character of the surrounding area. Tailor building materials, architectural details, color range, building massing, and relationships to streets and sidewalks to the surrounding area.
7. Continue efforts to create a community that provides a sense of arrival, attractive design, and well-maintained properties.
   7a – Gateways - Enhance and accentuate the community's gateways, including Interstate 70 interchanges, Interstate 70 Business Loop, and State Highway 50 to provide a coordinated and attractive community entrance. Gateway design elements may include streetscape design, supportive land uses, building architecture, landscaping, signage, lighting, and public art.
   7b – Design Standards - Develop basic design standards for key corridors to improve the overall visual cohesiveness and appeal of an area as well as improve upon the overall physical appearance of the city.
   7c – Streetscape - Continue to implement cost-effective improvements to the streetscape, including functional improvements to hardscape and green infrastructure as well as artistic and design elements.

Principle 5 – Strong Neighborhoods and Housing Choices

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

1c – Housing Types - Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

4. Promote the integration of transportation mode choices into existing and new neighborhoods.

4a – Neighborhood Connections - Connect new and existing neighborhoods with features such as sidewalks, trails, parks, schools, community gardens, and other gathering spaces to provide opportunities for interaction and strengthen a sense of community.

4b – Connectivity and Access - Promote housing density located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide a safe and direct connection to neighborhood and employment centers.

4c – Missing Links – Prioritize walking and bicycling infrastructure improvements needed to complete gaps or “missing links” between existing neighborhoods and other community destinations such as schools, transit, stops, neighborhood centers, parks, public open space, and trailheads.

4d – Infrastructure Improvements - Prioritize infrastructure improvements, such as traffic calming enhancements, sidewalk repairs, bikeways, street tree plantings, and undergrounding of overhead utilities to improve safety and quality of life for neighborhood residents based on documented deficiencies.

5. Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.

5a – Neighborhood Partnerships - Foster partnerships with Neighborhood Associations to identify specific needs, develop and implement programs/ projects, identify infrastructure deficiencies, and otherwise assist in building capacity in individual neighborhoods.

5b – Connectedness – Continue to implement programs and events that convene neighborhoods, help build relationships, and foster a feeling of connectedness among neighbors, especially those that are underserved or identify as minorities.

5c – Innovative Design. Encourage creativity, flexibility, and innovation in the design and
construction of new developments and neighborhoods to adapt to unique site conditions and that promote an engaged community and facilitate active and healthy lifestyles (e.g., co-housing, community gardens, and recreational amenities).

Principle 6 – Efficient and Connected Transportation

1. Continue to develop a safe, balanced, and well-connected transportation system that enhances mobility for all modes.

1c – Circulation Plan – Maintain and regularly update the City’s Circulation Plan. All new development is required to construct vehicular, transit, bicycle, and/or pedestrian improvements consistent with the adopted Circulation Plan.

1d – Bicycle and Pedestrian Plan - Collaborate with RTPO and Mesa County to develop and implement a Bicycle and Pedestrian Plan. Continue to prioritize projects designed to address “missing links” in the system and improve the

accessibility of under-served neighborhoods. Ensure the plan has a reporting mechanism so the community can follow progress on bicycle and pedestrian infrastructure improvements.

4. Encourage the use of transit, bicycling, walking, and other forms of transportation.

4d – First and Last Mile Connections - Prioritize pedestrian and bicycle improvements in areas where transit service exists to provide safe and continuous routes between transit stops and adjacent uses and to increase the accessibility of transit service.

4g – Urban Trails System - Improve the urban trail system on and connecting to Active Transportation Corridors focusing on utilizing existing corridors such as drainage ways, canals, ditches, rivers, and roadways.

4h – Wayfinding - Implement wayfinding to help people navigate when biking or walking.

Principle 7 – Great Places and Recreation

1. Provide a safe and accessible network of parks, recreational amenities, open space, and trails.
2. Ensure parks, recreational and open space facilitates meet community needs and equity
of location.
3. Foster opportunities to bring people together by developing great public spaces.
5. Maintain access to public lands at the urban/rural interface.

The approved original PD ODP and the proposed amendment are based on submitted reports and exhibits that further demonstrate conformance. Recognition of this approval and demonstrated compliance are being requested with this application.

A detailed analysis of pertinent sections of the Zoning and Development Code included in section E. below further addresses project compliance, compatibility, impact, and adopted policies.

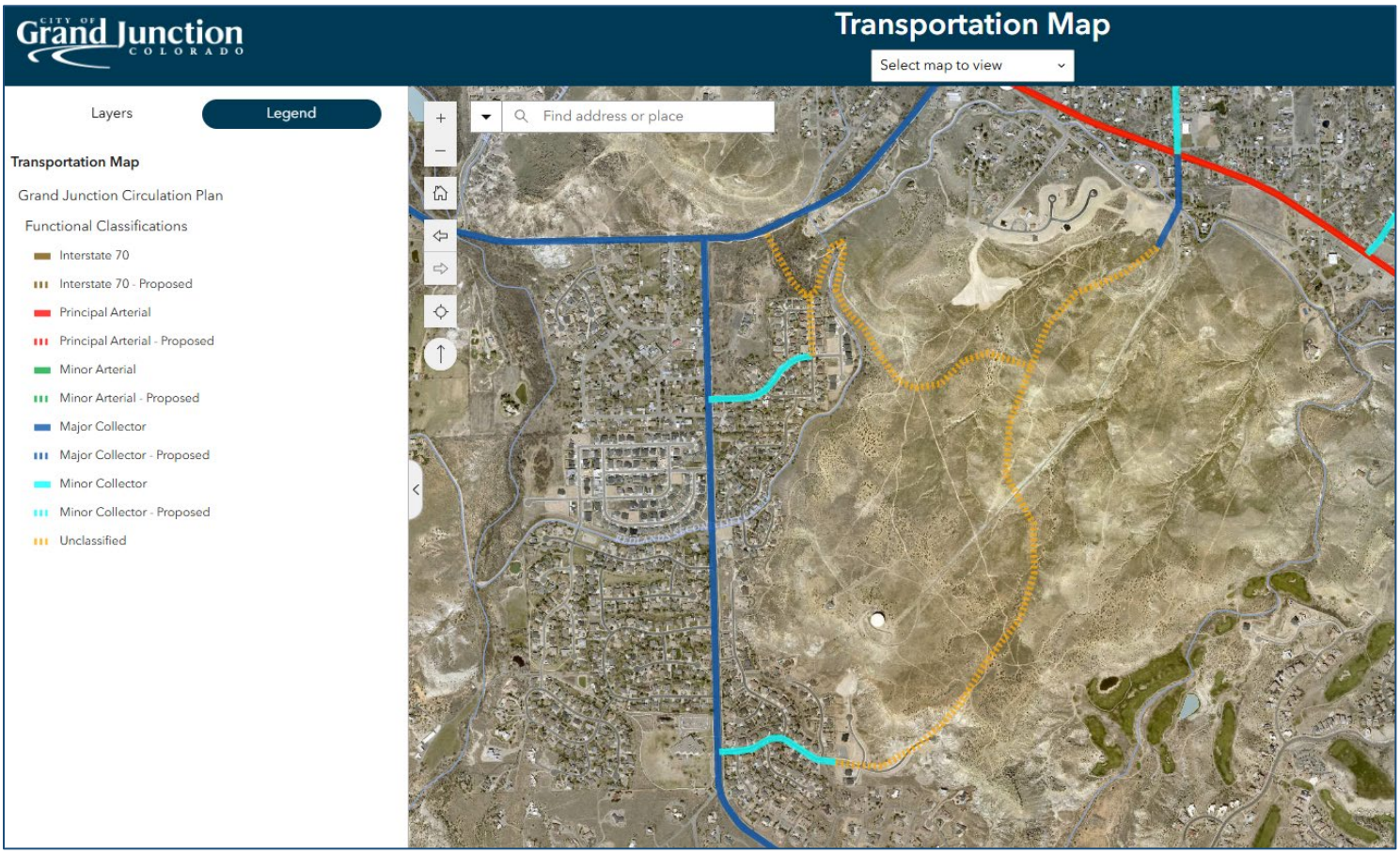
2. Land Use in the Surrounding Area

Surrounding land use noted in the City GIS is not the best indicator of the existing land use as it notes Single Family Residential, Entertainment / Recreation, Livestock, Communication/ Utilities, and Vacant as its categories.

Surrounding zoning provides a better indicator of Land Use in the surrounding area, and includes: City R-2R, RL-4, and PD and County RSF-2 to the west; City R-1R and Redlands Mesa PD, and County RSF-R to the south; City Redlands Mesa PD and County RSF-4 to the east; and City R-2R and PD, and County RSF-4 to the north.

3. Site Access and Traffic Patterns

The Grand Junction Circulation Plan denotes the Existing and Proposed Road Standards, a portion of which is depicted in the map below. The maps shows that Broadway/Highway 340 (in red) is designated as a Principal Arterial; Redlands Parkway and South Camp (in dark blue) are designated as Major Collectors; Renaissance Boulevard and Canyon Rim Drive (in light blue) are designated as Minor Collectors; and two proposed roads through the property (in dashed yellow) are shown as Unclassified which means the classification will be determined as the project evolves. More specific discussion of roads and access and bicycle and pedestrian infrastructure follows.



- Roads and Access
  - There are four access points into the project, three of which are on the City Circulation Plan
    - 23 Road, with a reconfigured intersection with South Broadway
    - Easter Hill Drive
    - Redlands 360
      - The connection through Renaissance was prohibited by grade
      - The shift over to Redlands Parkway through Filing 2 removes the awkwardness of backtracking through the Renaissance neighborhood
      - There will still be a connection to Athens Way
    - Canyon Rim Drive
      - This connection has been looked at in more detail with the following being incorporated into the proposed plan:

- Approved narrowing of road sections through the Canyon Rim 360 development for traffic calming
- The developers have been aiding the City in working with the BLM for crossing its property; road narrowing in Canyon Rim 360 will continue through the BLM property
- Planning for specific deterrents to better distribute traffic in and out of all four accesses into Redlands 360:
  - the proposed road network does NOT connect the upper road system into a 'loop'; a 'loop' road within the proposed Redlands 360 Planned Development is not part of our vision, nor our plan, although we do support and provide a looped pedestrian trail connection.

A Traffic Study by Kimley-Horn and Associates was submitted with the original PD ODP application. With the addition of only an estimated 74 residential units, the proposed amended PD ODP will not significantly alter the traffic analyses that have been provided with the initial PD ODP and subsequent filings. More detailed traffic information will be provided as development progresses to the parcels being added to the PD ODP in proposed Phases 8 and 10.

- Pedestrian and Bicycle Analysis

  - Exhibit 1 of the existing approved PD ODP indicates the proposed network of main trails through the development. This proposed network, most of which exists on site, will not change. The three parcels to be incorporated into the amended PD ODP will have pedestrian and bicycle amenities consistent with the approved plan. The Pedestrian and Bicycle Analysis Worksheet was submitted with the PreApplication for the PD ODP amendment and there were no comments regarding it and a separate analysis is included with this application. More detailed Pedestrian and Bicycle Analysis Impact per TEDS Section 29.08.050 will be included at each phase of development.

4. Availability of Utilities

All utilities are available and adjacent to the site.

Utility providers are:

- Water – Ute Water District
  - With the Ute Water tank being at the high point of this property, there are existing large, buried intake and outflow pipes that have been considered and avoided in the layout of the proposed plan.
- Sewer – City of Grand Junction
- Irrigation water – Redlands Water and Power (RWP)*
- Power – Xcel Energy
- Gas – Xcel Energy
- Communications – TBD

*In an effort to mitigate irrigation requirements on the site, the landscape vision for the community is to incorporate an enhanced desert- or xeric-look for both community common spaces (as well as residential lots), while avoiding the installation of large, unneeded irrigated turf areas if unnecessary. Seventy-five shares of RWP are available for this site. These shares will be used to irrigate parks and common open space landscaping, streetscapes and entry landscaping, as well as exposed, disturbed areas that require rehabilitation.

5. Special or Unusual Demands on Utilities

The proposed project has no special nor unusual demands on utilities. Recognizing that the Redlands 360 project is one of the largest planned residential projects that the community has considered, the plan proposes land uses and densities with lower demands than all of the guiding plans for density, traffic, water, and sewer that the City has developed and planned for.

6. Effects on Public Facilities

The Redlands 360 Planned Development is a 629-acre infill project which will have expected, but not unusual impacts on public facilities that are commensurate with this 20+ year build-out community. As noted, total residential units will be less than the maximum that the 2020 One Grand Junction Comprehensive Plan allows, and flexibility is anticipated in product type and demographic. To this end, and through this submittal process, Redlands 360 has asked for full input from the police, fire, and school district, responding to and adjusting the plan accordingly.

7. Hours of Operation - NA

8. Number of Employees - NA

9. Signage Plans

Signage is utilized at the project entries and throughout the planned development. The locations and detailed design have been and will be addressed with each phased subdivision submittal.

10. Site Soils and Geology

Soil investigations were done by Huddleston Berry Geotechnical Engineers with the original PD ODP application. Additional studies have been submitted with the applications for Filings 1-4 as required.

11. Impact on Geology and Geological Hazards

The Geologic Hazards and Preliminary Geotechnical Investigation prepared by Huddleston-Berry Engineering and Testing and additional geotechnical investigations conducted by Goodrich Engineering LLC, provide the following conclusions and recommendations:

- Based upon the available data sources, field investigation, and nature of the proposed subdivision, geotechnical engineers do not believe that there are any geologic conditions which should preclude development of the site. However,

foundations, pavements, and earthwork will have to consider the impacts of the shallow bedrock and presence of moisture sensitive soils and/or bedrock.

- Due to the extensive size of the site, the geotechnical engineers recommend that additional geotechnical investigations be conducted at the site for each filing of the project. Once site grading plans, lot layouts, etc. have been finalized, more geotechnical borings should be conducted for each filing to better understand the soil and bedrock conditions at the site to develop specific recommendations for each filing.

E. Review Criteria for PD ODP Amendment (Section 21.02.050(j))

Review Criteria for ODP
The Planning Commission shall review and recommend, and the City Council shall review and decide on an ODP based on demonstrated conformance with all of the following criteria:

(A) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies;

Response: See analysis in section D. above.

(B) The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;

Response: There are no overlay districts that apply to this property/project.

(C) The rezoning criteria provided in GJMC § 21.02.050(m);

Review Criteria.
An applicant for Rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency.
The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

Response: Refer to discussion in section D. above.

(B) Development Patterns.
The proposed zoning will result in logical and orderly development pattern(s).

Response: Exhibit 5 of the ODP illustrates the proposed development progression over the anticipated 20+ year buildout. The developer is currently targeting development progression based on logical development of infrastructure and variety of housing products and is closely tied to the Metropolitan District Plan.

(C) Benefits.

The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Response: Refer to discussion in section B. above.

(D) A Planned Development which allows the construction and/or use of single unit detached dwellings shall allow accessory dwelling units (ADUs) in accordance with GIMC § 21.04.040 and shall not have any standards regarding ADUs that are more restrictive than this Code. All ADU applications shall be reviewed through the administrative process in GIMC § 21.02.040

Response: Per Exhibit 6A, Use Table, of the ODP, ADUs are allowed in the lower density areas and there will be no other standards regarding ADUs with the ODP that are more restrictive than the Zoning and Development Code.

(E) The ODP specifically shows the following requirements of a planned development:

a. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

Response: Adequate public services and facilities will be provided concurrent with each phase of development and review by the City and appropriate agencies to confirm the infrastructure exists or will be provided with construction of each phase. Any additional studies/analyses will be provided as required with each phase.

b. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

Response: Adequate circulation and access will be provided concurrent with each phase of development and review by the City and appropriate agencies to confirm the infrastructure exists or will be provided with construction of each phase. Any additional studies/analyses will be provided as required with each phase.

c. Appropriate screening and buffering of adjacent property, uses, and structures shall be provided;

Response: Detailed site and landscape plans will be provided with construction of each phase that will ensure appropriate screening and buffering of adjacent property, uses and structures.

d. An appropriate range of density for the entire property or for each development pod/area to be developed;

Response: The range of density for the gross acreage of the property (629 acres) depicted on Exhibit 3 of the PD ODP results in a density of approximately of 2.1 units per acre which is within the range of density in the Residential Low (2-5.5 units per acre) land use category of the One Grand Junction Comprehensive Plan.

e. An appropriate set of base zone district standards for the entire property or for each development pod/area to be developed;

Response: The proposed zone district standards depicted on Exhibit 3 of the PD ODP have been revised since the original approved ODP. The proposed revised standards are consistent with the Zoning and Development Code zone districts and thus are appropriate as each pod/area are developed.

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

Response: Exhibit 5 of the PD ODP has been revised to update and reflect current logical development of infrastructure and variety of housing products and is closely tied to the Metropolitan District Plan. Refer to section F. below.

g. Any requested adjustments to the standards of the base zone district(s) and/or other applicable standards such as landscaping, uses, or parking shall be identified both by location on the site plan and in an accompanying narrative summary; and

Response: Requested standards, uses and outdoor lighting are depicted on Exhibits 3, 6 and 8 respectively.

h. An appropriate community benefit shall be described through the application narrative, which incorporates at least one of the following:

1. The PD protects, preserves, and/or manages areas of significant natural resources beyond the requirements of the base zoning regulations;

2. The general arrangement of proposed uses in the PD better integrates future development into the surrounding neighborhood, either through more compatible street layout, architectural styles, and housing types, or by providing better transitions between the surrounding neighborhood and the PD with compatible development or open space buffers;

3. Areas of open space, their intended levels of use, and their relationship to other proposed uses in the PD provide enhanced opportunities for community gathering areas;

4. The PD features outstanding site design and construction, such as best management practices for on-site storm water management, green building materials, and/or water and energy efficiency:

5. Site design in the PD will create a diverse neighborhood with a mix of housing choices; or

6. The PD features enhanced opportunities for walkability or transit ridership, including separated parking bays, off street walking paths, shorter pedestrian routes than vehicular routes, linkages to or other provisions for bus stops, etc.

Refer to section B. above for community benefit discussion. All 6 benefits outlined above are incorporated into the Redlands 360 PD ODP.

*** *** ***

The following additional elements of the Zoning and Development Code are applicable to this development thus are addressed below:

- Section 21.06.010 (f) – Hillside Development standards implementation
- Section 21.06.010(g) – Ridgeline Development standards implementation
- Outdoor Lighting
- Requests for credits and/or reimbursements for required parks and open space fees

Hillside Development. The Hillside Development Standards have been integral in the planning and design of this development, and meet the provisions of this code section:

The provisions hereof are designed to accomplish the following:

(i) Prohibit development or uses which would likely result in a hazardous situation due to slope instability, rock falls, or stormwater runoff and excessive soil erosion;

Response: Development has been clustered within the flatter slopes on the site; trail corridors will provide setbacks to the ridgelines; lots will have setback requirements from the ridgelines; and existing natural drainage corridors will be enhanced.

(ii) Minimize the threat and consequent damages resulting from hillside area fires by establishing fire protection measures and adequate emergency vehicle access;

Response: The site is not classified as having wildfire hazard (see 21.07.020 (d)) and roadways have been designed to meet City code; these roadways provide per code access to emergency vehicles.

(iii) Preserve natural features, wildlife habitats, natural vegetation, trees and other natural plant formations;

This development preserves over 30% of the site as dedicated open space. This open space captures the most diverse vegetative, topographic and rock outcrop areas on the property.

(iv) Provide for safe vehicular circulation and access to recreation areas, natural drainage channels, paths and trails;

Response: The road network design is a purposeful 'Design Driver' of this project since its onset. It encourages community and 'random' connectivity to internal and external surrounding neighborhoods. A loop road would invite 'danger' in the form of speeding and short cutting; having unimpeded open space from north to south in the

center of the community minimizes vehicular and pedestrian conflict; it spreads out the ADT and discourages traffic going through Canyon Rim. The proposed road types purposefully encourage and discourage traffic concentration to meet the intent of this pedestrian-based development. Trails and roads are predominantly separate, there are two major trail loops; an outer loop consisting of a variety of existing soft surface and single-track trails and potentially hard surface trails, and an inner loop consisting of an 8' wide concrete trail. Neighborhood connectivity is accomplished via trails within subdivisions, and at adjacent cul-de-sacs and open space corridors. Any instance of trails paralleling roads will be detached.

In addition to safe vehicular circulation, this development acknowledges natural drainages and includes extensive bicycle and pedestrian circulation within the development and to the open space areas. Much of the open space area has over 7.5 miles of historic trails that will be legitimized by the approval of this ODP. Limited roadway conflicts with the open space/trail corridors are purposely designed to create safe pedestrian/biking passageways.

(v) Encourage the location, design and development of building sites in a manner that will provide for greater aesthetic appeal, blend with the slopes and hillside terrain, minimize the scarring and erosion effects of cutting, filling and grading of hillsides and prohibit development of ridge lines as defined; and

Response: The homesites are clustered and placed on the flatter and most developable slopes, which while having excellent views to the Grand Valley, are themselves back dropped by the site.

(vi) Encourage preservation of open space by encouraging clustering or other design techniques to preserve natural terrain, views and vistas.

Response: As discussed above, over 30% of the property is dedicated Open Space that is achieved by clustering the homesites on the flatter portions of the site. Long established trails and open spaces are being preserved and enhanced for sustainability purposes and continued public use.

In meeting the intent of these Hillside Regulations the requirement that development only occur on slopes of 30 percent or less was addressed with the original PD ODP. The analysis at that time is still valid, therefore it is not necessary to be addressed with this amendment.

Ridgeline Development. The Ridgeline Development Standards have been considered in the planning and design of this development. Of the proposed development area the potential for concerns is limited to the streets that abut the project on the western and northern areas of the site; this is where there are existing mesa cliffs and proposed homes could be quite visible. With the original approved PD ODP, twelve locations were examined and selected to illustrate sections per criteria established in the Zoning and Development Code that were depicted on approved Exhibits 7a and 7b of the PD ODP (sections A – L). With this amendment, an additional cross section location (M) has been included on proposed amended Exhibits 7a and 7b. Consistent with Code criteria,

there are no two story homes visible from the adjacent roadways.

Response: The provided sections depicted on Exhibits 7a and 7b of the Redlands 360 ODP address the ridgelines depicted in the Zoning and Development Code. Analysis was provided with the original approved ODP and no changes are proposed other than the addition of a cross-section across the two new western parcels; therefore further analysis is not necessary to be addressed with this amendment.

Outdoor Lighting. Outdoor lighting in the Redlands has historically been minimized, particularly in the areas on the south side of Highway 340 which includes the Redlands 360 ODP area. The excerpt below is from the Redlands Neighborhood Plan adopted by the City and County in 2002. While this plan has since been sunset by the City, the information is still relevant to the importance of protecting the night sky and how lighting on the Redlands has been treated over time. Exhibit 8 of the proposed amended PD ODP depicts the outdoor lighting standards to be utilized throughout Redlands 360.

Outdoor Lighting

The enjoyment of the night-sky is also a high priority for residents of the Redlands. Specific standards should be developed to address light pollution concerns. The varying topography and proximity to the Colorado National Monument makes it that much more important that the amount of lighting in certain areas of the Redlands be kept to a minimum. Generally, that area south of Highway 340 should have reduced requirements for street lighting and other public space lighting, allowing the lighting to be low level and spaced to provide the minimum light necessary to meet safety needs.

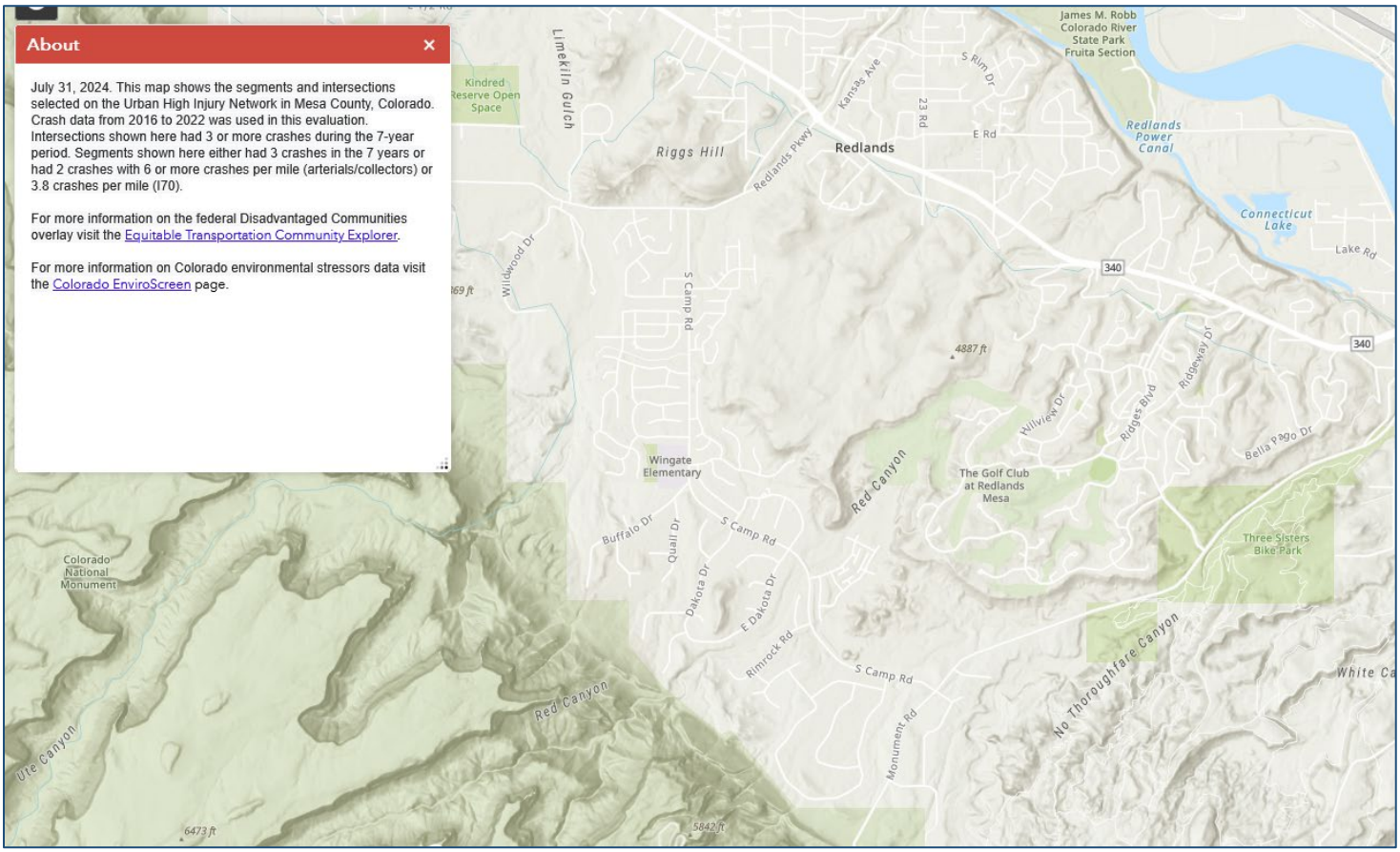
Goal:

- *Enhance and maintain, to the greatest extent possible, the darkness of the night sky.*

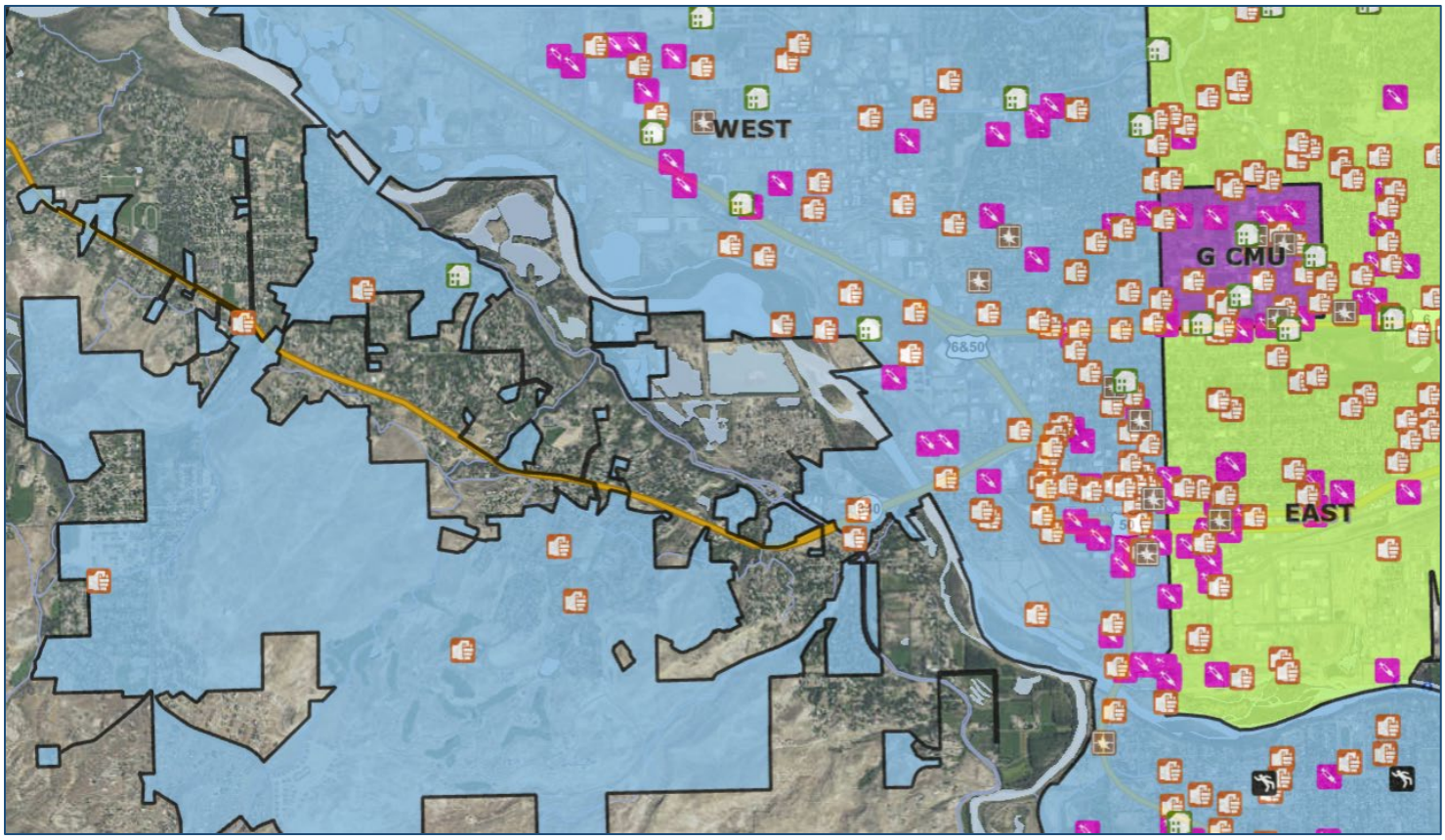
Policies

- *Minimize the number and intensity of street lighting and public space lighting.*
- *Encourage homeowners to minimize outdoor lighting.*

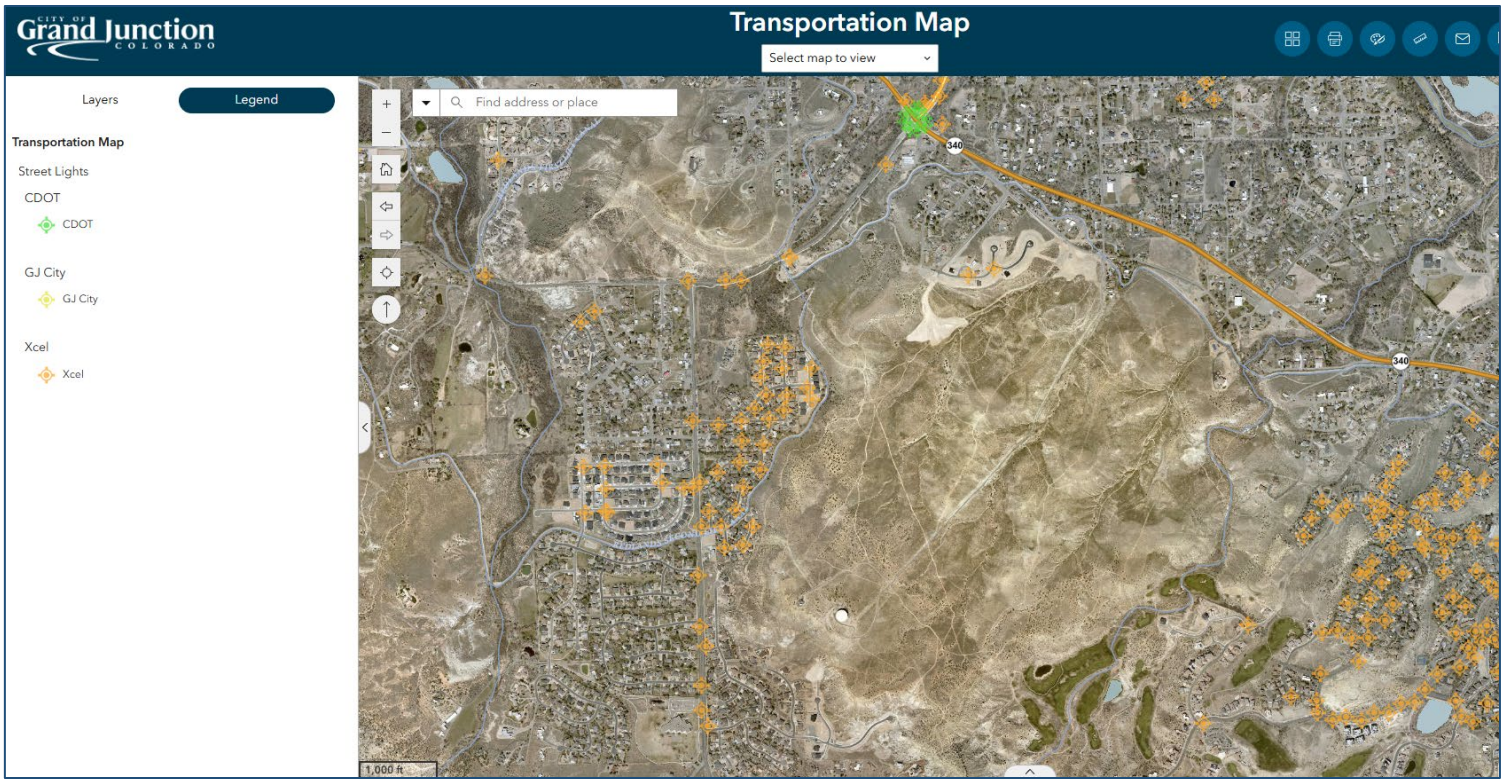
These policies have historically been applied to developments in the Redlands. Even so, it appears pedestrian and vehicular safety has not been compromised by the reduction of lighting. The crash data available on the City website (map below) does not identify any areas within the Redlands communities as flagged for concern. There have been one or two incidents over the last two years, however this clearly is not an issue with the current lighting and traffic patterns in this area. It can be concluded that new developments should be able to maintain similar standards to those existing.



In addition, the crime statistics shown on the map below over the last year also demonstrate that the Redlands area would not benefit from similar standards to the rest of the City.



As illustrated on the following map, the majority of neighborhoods surrounding Redlands 360 do not adhere to the 250' standard, to include recent developments in the area. As such any newer neighborhoods aligning with the existing development standards in the area would not benefit from the increased lighting warranted in other areas of the valley. Rather it would directly conflict with the original intent of the Redlands Area plan as was agreed upon in earlier adoptions of the Zoning Code.



Requests for Credits and/or Reimbursements

Exhibit 2 of the proposed amended PD ODP depicts proposed public park areas in Redlands 360 and includes a Community Benefit Chart. This chart breaks down the commitments for the noted 185 acres of Open Space, recognizing that this too could fluctuate between 185 acres and 225 acres. The breakdowns include: 35 acres of 'Traditional' Public Parks (over half on slopes less than 10%, close to 90% on slopes less than 20%); 50 to 60 acres of 'Unique' Public Parks; and 100 to 120 acres of open space and perimeter trails.

With approval of the original Redlands 360 PD ODP, Open Space Fees and Park Development Fees were initially eliminated for this project, in recognition of the fact that the developer was directly incurring expenses for parks and open space improvements as provided for in the IGA. The developer has maintained a record of all qualified parks and open space expenses allowable under the provisions of the IGA, with appropriate supporting documentation which is provided to the City on an annual basis. Beginning in August 2025 the City began collecting Parks and Open Space Fees in accordance with standard practice. Those fees are reimbursable to the developer, providing the costs of specific parks and open space improvements and amenities, as specified in the IGA, exceed the value of the collected fees.

In addition, the original approval of the Redlands 360 PD ODP stipulated that any street improvements for streets functioning as Collector streets or greater shall be eligible for either credit or reimbursement from the TCP fees associated with this development.

Similarly, the original approval of the Redlands 360 PD ODP stipulated that for any water or sanitation pipelines and facilities constructed in excess sizing capacity available for third parties, the City shall agree to enter into a cost recovery agreement for the improvements.

F. DEVELOPMENT SCHEDULE AND PHASING

Development Phasing
Due to the 629-acre size of this project, a 20+ year buildout is anticipated. The developer is currently targeting development progression based on logical development of infrastructure and variety of housing products and is closely tied to the Metropolitan District Plan. As stated above, the two 5-acre parcels on the west side are to be incorporated into proposed Phase 8 and the 19-acre parcel on the northeast edge of the Redlands 360 development will be incorporated into Phase 10 on the revised Development Progression Plan (Exhibit 5). This exhibit has been revised since that adopted with the original PD ODP but better reflects current conditions.

There is purposeful flexibility built into the ODP with 1,300 to 1,750 housing units (single family, multi-family, and commercial). This flexibility in density allows the project to adapt to potential market changes over the 20+ year long-term project. No changes to the original density of the PD ODP are being proposed with the amendment.

Proposed Dates
ODP Amendment/Annexation Submittal: December 2025

Property Closing: The three parcels to be incorporated into the amended PD/ODP have already been acquired by Redlands 360

Development Construction Initiation:

- With the exception of some homes, construction is complete in Filing 1
- Filings 2, 3 and 4 are anticipated to start construction in the first quarter of 2026

GENERAL PROJECT REPORT – REVISED JUNE 2026
Redlands 360 Planned Development Amendment
Amend Planned Development Zoning and Outline Development Plan

A. PROJECT DESCRIPTION

1. Background

The original Planned Development Outline Development Plan (PD ODP) zoning ordinance for the Redlands 360 project was adopted by City Council in February 2022 (Ordinance No 5051, Reception Number 3021721). Since then, the developer has submitted Filings 1, 2 and 4, all of which are varying densities of residential development and Filing 3 that entails the platting of a 2.63 acre Commercial/Mixed Use parcel, a 4.47-acre Higher Density Residential parcel and a roadway access from Highway 340 into the central portions of the project. Filing 1 is under construction and the others are proposed to begin construction in Winter 2025-2026.

The original 600-acre ODP area includes approximately 60.5 acres of Lower Density Residential, 317.4 acres of Medium Density Residential, 31.6 acres of Higher Density Residential, 5.5 acres of Commercial / Mixed Use, and 185 acres of Open Space (minimum). The Open Space, which is more than 30% of the property, surrounds the Residential Planned Community, respects the natural conditions of the site, preserves the existing perimeter trails, and legitimizes other significant existing bike and hiking trails.

The PD ODP includes a mixture of Low to Medium Residential with a targeted density of 1100 to 1500 lots; High Density Multi-Family Residential with a targeted density of 200 to 250 units; and the Commercial / Mixed Use areas with the potential for up to 100 units. This provides a total ODP Density request with a range of 1,300 to 1,750 units which is consistent with the City's Comprehensive Plan Land Use Plan that shows the site as Residential Low with pockets of Commercial.

For purposes of Metro District studies, traffic studies, etc., 1,750 residential units were considered along with the potential of up to 30,000 square feet of Limited Commercial Space.

2. Site Location and Description

The project location can be generally described as the large vacant land (except for Filing 1 presently under construction on Easter Hill Drive) south and east of the intersection of the Redlands Parkway and South Camp Road. It is the northeast-facing property north of the base of the Ute Water Storage Tanks and elevated with spectacular panoramic views of the valley. The property currently has a gated gravel road that is primarily for Ute Water to access its facilities.

The land is dry with sandy to rocky soil conditions and limited rock outcrops; nearly 300 feet of elevation change exists over the span of a mile across the property, with several undulating drainage ways and areas of hills. Wetlands have been identified, primarily in

the northwest corner of the site (intersection of South Camp Road and Redlands Parkway) which are being incorporated into Filing 2 that was recently approved.

3. Proposed PD ODP Amendment

The primary purpose of this proposed PD ODP Amendment is to incorporate approximately 29 acres of land recently acquired by the developer into the Redlands 360 PD ODP – two 5-acre parcels (total 10 acres) just north of the Ute Water tank and a 19-acre parcel southeast of the present end of 23 Road and south of the Redlands First Lift Canal (refer to the Location Map).

The two five-acre parcels are on the western periphery of the project and are already within the City limits of Grand Junction and current zoning on both pieces is Residential Low 4 units per acre (RL-4). It is anticipated that these parcels will be incorporated into residential areas already depicted on the PD ODP but with a revised phasing plan to be incorporated into the Amended PD ODP as part of Phase 8. The parcels will be developed as detached single family units with a preliminary estimate of 40 units total on the 10 acres.

The 19-acre parcel on the northeast edge of the Redlands 360 development is presently outside the Grand Junction city limits but is being annexed to the City concurrent with the PD ODP Amendment. It is anticipated that this parcel will be developed as part of Phase 10 on the proposed new phasing plan, adding approximately 34 dwelling units with open space on the periphery, comparable to development in adjacent areas already within the PD ODP.

All exhibits attached to the original PD ODP ordinance (Exhibits 1 through 7b) are revised to incorporate the additional three parcels and adjust bulk standards and the uses to better align with the recently adopted Zoning and Development Code. The proposed PD ODP Amendment also proposes an additional exhibit (Exhibit 8) that addresses Outdoor Lighting in the entire development to minimize the contribution of outdoor lights in the development to the general dark sky conditions that exist in the Redlands portion of the City.

Bulk Standards Revisions

With adoption of this Amended ODP, the applicant is requesting revisions to the Bulk Standards as adopted with the original ODP. Originally, the ODP specified dimensions for the setbacks and other bulk standards of each land use area, defined by typical, comparable zone districts in the Zoning and Development Code. As depicted on Table 1 of Exhibit 3: Land Use and Default Zones, the land use areas are still defined by underlying comparable zone districts and bulk standards other than setback are still listed. However, there are no specific setbacks listed for the land use categories. It is intended, as noted in Table 1 of Exhibit 3: Land Use and Default Zones those dimensional standards for lot area, width and frontage and setbacks for principal and accessory structures be that of the corresponding or similar zone district established in the Grand Junction Zoning and Development Code in effect at the time of application for each phase of development.

Lighting Revisions
Outdoor lighting in the Redlands has historically been minimized, particularly in the areas on the south side of Highway 340 which includes the Redlands 360 ODP area. In keeping with Code purposes and the historic treatment of lighting in the Redlands, and specifically to be consistent with lighting within surrounding neighborhoods and nearby developments in the Redlands 360 area (e.g. The Ridges/Redlands Mesa, Granite Falls), the Applicant is proposing a lighting policy and standards as depicted on Exhibit 8: Outdoor and Site Lighting of the amended Redlands 360 Outline Development Plan (ODP). The proposed standards apply to public streets; bicycle and pedestrian trails and outdoor public gathering spaces; multifamily parking lots; playgrounds under-canopy areas, signage and accent landscape lighting and building entries. In general, lighting in these areas is minimized in as much as possible without compromising safety requirements for lighting.

B. PUBLIC BENEFIT

The Redlands 360 (R360) Planned Development (and as Amended) will create a residential neighborhood that meets the intent of the 2020 One Grand Junction Comprehensive Plan, the development requirements of the City of Grand Junction, and the Circulation Plan. Public benefits include:

- the development of infill properties within the City 201 boundary;
- the planned development of a project with a 20+ year development horizon;
- the creation of a residential project meeting the intentions and densities of the Comprehensive Plan;
- the placement of residential development, clustered to respect the land, consolidate infrastructure, and maximize open space;
- the creation of a development that will continue to promote the recreational opportunities that have been allowed over the last 20 years; extensive on- and off-street pedestrian networks are preserved and proposed, legitimizing and stabilizing the numerous ‘social trails’ existing on the property;
- significant open space dedication, over 30% of the entire project; determination of public ownership and maintenance responsibilities subject to discussions with the City;
- the creation of a Metropolitan District for public improvements financing as well ownership and maintenance of all parks and open space within Redlands 360, and assurances to the City for road and utility improvements that meet City standards;
- the creation of strong Design Guidelines to assure quality development that will maintain property values and ensure a consistent vision for the overall community;
- drainage improvements that control historic flows.

C. NEIGHBORHOOD MEETING

A neighborhood information meeting for the above-referenced projects was held Tuesday, October 21, 2025, at Monument Baptist Church, from 5:30 pm to 7:00 pm.

The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on October 8, 2025, per the mailing list received from the City of Grand Junction. There were approximately 37 people in attendance, including representatives from O|NE LaPlata/Redlands 360; Jane Quimby (Project Manager), Doug Quimby, Cody Humphrey and Don Gravette. The City of Grand Junction was represented by Jessica Johnson, Zoning Supervisor. Also in attendance was Tracy States, Project Coordinator with River City Consultants, Inc.

D. PROJECT COMPLIANCE, COMPATIBILITY AND IMPACT

1. Adopted Plans and Policies

At the time of original approval, the Redlands 360 PD ODP demonstrated compliance with all applicable adopted plans and policies including the appropriate sections of the Zoning and Development Code in effect at the time, the 2020 One Grand Junction Comprehensive Plan and the then-in effect Redlands Area Plan. The proposed amendments to the Redlands 360 PD ODP do not change compliance with existing adopted plans and policies.

The Planned Development zone allows the Redlands 360 Planned Development to best address compliance, compatibility, and impact with a well-planned, modern, and unique community. The original PD ODP and the proposed amendment meets and/or exceeds the intent of the 2020 One Grand Junction Comprehensive Plan / Future Land Use Plan (FLU), the development requirements of the City of Grand Junction, and vehicular, bicycle and pedestrian considerations of the Grand Junction Circulation Plan.

In addition, the Planned Development zone provides opportunities, in conjunction with other City Code tools, that have been incorporated in the Redlands 360 ODP. The proposed ODP density range in Redlands 360 is 1300 units (minimum) to 1750 units (maximum), which represents a density range of 2.1 to 3.1 units per acre. Based on this analysis the proposed density is at the low end of what is allowed via adopted plans and policies.

<u>Compliance with One Grand Junction Comprehensive Plan</u>

The Redlands 360 Planned Community has provided reports, studies, plans, and most of all ‘vision’ in the development of the existing and proposed amended ODP that strongly supports the following Principles within the 2020 One Grand Junction Comprehensive Plan:

Principle 2 – Resilient and Diverse Economy

1. Foster a vibrant, diverse, and resilient economy
   1a – Economic Diversity – Support the further diversification of the economy that is prepared to anticipate, innovate and proactively respond to the cyclical economic fluctuations and evolution
6. Invest in key infrastructure that supports businesses
   6a – Attainable Housing – Encourage the development of attainable housing for early and mid-career employees consistent with the City’s housing goals.

6d – Regional Amenities – Continue to invest in parks, recreation and its connected trail system that serve as attractions for tourism and amenities for locals.

Principle 3 – Responsible and Managed Growth

1. Support fiscally responsible growth and annexation policies that promote a compact pattern of growth, maintain or improve levels of service, and encourage the efficient use of land.
2. Encourage infill and redevelopment to leverage existing infrastructure.
3. Collaborate with regional entities and service providers on growth and infrastructure issues.
4. Maintain and build infrastructure that supports urban development.
   4h – Parks and Recreational Facilities - Provide residents with access to parks and recreational opportunities, recognizing that projected needs, types of opportunities, and facilities will vary based on location. Strive to provide park facilities within the defined level of service consistent with Chapter 3 and the Parks and Recreation Master Plan for all homes within the city.
   4j – TRAILS - Evaluate current policy for responsibility related to construction of City's Active
   Transportation Network.
5. Plan for and ensure fiscally responsible delivery of City services and infrastructure.
   5e – Special Assessment Districts
6. Support the development of neighborhood-centered commercial uses and mixed-use development.
   6e – Context-Sensitive Development - Ensure that all development contributes to the positive character of the surrounding area. Tailor building materials, architectural details, color range, building massing, and relationships to streets and sidewalks to the surrounding area.
7. Continue efforts to create a community that provides a sense of arrival, attractive design, and well-maintained properties.
   7a – Gateways - Enhance and accentuate the community's gateways, including Interstate 70 interchanges, Interstate 70 Business Loop, and State Highway 50 to provide a coordinated and attractive community entrance. Gateway design elements may include streetscape design, supportive land uses, building architecture, landscaping, signage, lighting, and public art.
   7b – Design Standards - Develop basic design standards for key corridors to improve the overall visual cohesiveness and appeal of an area as well as improve upon the overall physical appearance of the city.
   7c – Streetscape - Continue to implement cost-effective improvements to the streetscape, including functional improvements to hardscape and green infrastructure as well as artistic and design elements.

Principle 5 – Strong Neighborhoods and Housing Choices

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

1c – Housing Types - Promote a variety of housing types that can provide housing options while increasing density in both new and existing neighborhoods, such as duplexes, triplexes, multiplexes, apartments, townhomes, and accessory dwelling units, while maintaining neighborhood character.

4. Promote the integration of transportation mode choices into existing and new neighborhoods.

4a – Neighborhood Connections - Connect new and existing neighborhoods with features such as sidewalks, trails, parks, schools, community gardens, and other gathering spaces to provide opportunities for interaction and strengthen a sense of community.

4b – Connectivity and Access - Promote housing density located near existing or future transit routes and in areas where pedestrian and bicycle facilities can provide a safe and direct connection to neighborhood and employment centers.

4c – Missing Links – Prioritize walking and bicycling infrastructure improvements needed to complete gaps or “missing links” between existing neighborhoods and other community destinations such as schools, transit, stops, neighborhood centers, parks, public open space, and trailheads.

4d – Infrastructure Improvements - Prioritize infrastructure improvements, such as traffic calming enhancements, sidewalk repairs, bikeways, street tree plantings, and undergrounding of overhead utilities to improve safety and quality of life for neighborhood residents based on documented deficiencies.

5. Foster the development of neighborhoods where people of all ages, incomes, and backgrounds live together and share a feeling of community.

5a – Neighborhood Partnerships - Foster partnerships with Neighborhood Associations to identify specific needs, develop and implement programs/ projects, identify infrastructure deficiencies, and otherwise assist in building capacity in individual neighborhoods.

5b – Connectedness – Continue to implement programs and events that convene neighborhoods, help build relationships, and foster a feeling of connectedness among neighbors, especially those that are underserved or identify as minorities.

5c – Innovative Design. Encourage creativity, flexibility, and innovation in the design and
construction of new developments and neighborhoods to adapt to unique site conditions and that promote an engaged community and facilitate active and healthy lifestyles (e.g., co-housing, community gardens, and recreational amenities).

Principle 6 – Efficient and Connected Transportation

1. Continue to develop a safe, balanced, and well-connected transportation system that enhances mobility for all modes.

1c – Circulation Plan – Maintain and regularly update the City’s Circulation Plan. All new development is required to construct vehicular, transit, bicycle, and/or pedestrian improvements consistent with the adopted Circulation Plan.

1d – Bicycle and Pedestrian Plan - Collaborate with RTPO and Mesa County to develop and implement a Bicycle and Pedestrian Plan. Continue to prioritize projects designed to address “missing links” in the system and improve the

accessibility of under-served neighborhoods. Ensure the plan has a reporting mechanism so the community can follow progress on bicycle and pedestrian infrastructure improvements.

4. Encourage the use of transit, bicycling, walking, and other forms of transportation.

4d – First and Last Mile Connections - Prioritize pedestrian and bicycle improvements in areas where transit service exists to provide safe and continuous routes between transit stops and adjacent uses and to increase the accessibility of transit service.

4g – Urban Trails System - Improve the urban trail system on and connecting to Active Transportation Corridors focusing on utilizing existing corridors such as drainage ways, canals, ditches, rivers, and roadways.

4h – Wayfinding - Implement wayfinding to help people navigate when biking or walking.

Principle 7 – Great Places and Recreation

1. Provide a safe and accessible network of parks, recreational amenities, open space, and trails.
2. Ensure parks, recreational and open space facilitates meet community needs and equity
of location.
3. Foster opportunities to bring people together by developing great public spaces.
5. Maintain access to public lands at the urban/rural interface.

The approved original PD ODP and the proposed amendment are based on submitted reports and exhibits that further demonstrate conformance. Recognition of this approval and demonstrated compliance are being requested with this application.

A detailed analysis of pertinent sections of the Zoning and Development Code included in section E. below further addresses project compliance, compatibility, impact, and adopted policies.

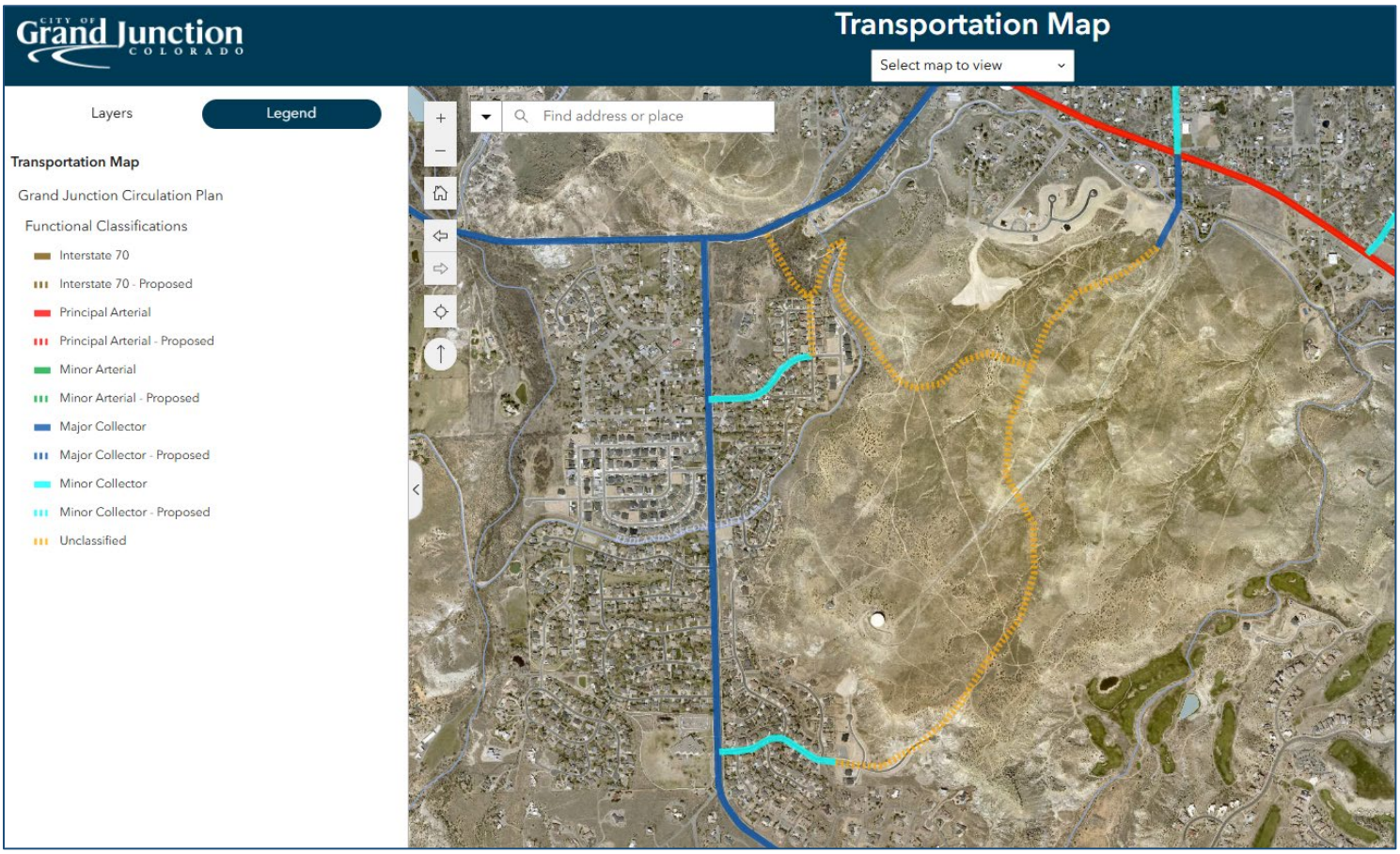
2. Land Use in the Surrounding Area

Surrounding land use noted in the City GIS is not the best indicator of the existing land use as it notes Single Family Residential, Entertainment / Recreation, Livestock, Communication/ Utilities, and Vacant as its categories.

Surrounding zoning provides a better indicator of Land Use in the surrounding area, and includes: City R-2R, RL-4, and PD and County RSF-2 to the west; City R-1R and Redlands Mesa PD, and County RSF-R to the south; City Redlands Mesa PD and County RSF-4 to the east; and City R-2R and PD, and County RSF-4 to the north.

3. Site Access and Traffic Patterns

The Grand Junction Circulation Plan denotes the Existing and Proposed Road Standards, a portion of which is depicted in the map below. The maps shows that Broadway/Highway 340 (in red) is designated as a Principal Arterial; Redlands Parkway and South Camp (in dark blue) are designated as Major Collectors; Renaissance Boulevard and Canyon Rim Drive (in light blue) are designated as Minor Collectors; and two proposed roads through the property (in dashed yellow) are shown as Unclassified which means the classification will be determined as the project evolves. More specific discussion of roads and access and bicycle and pedestrian infrastructure follows.



- Roads and Access
  - There are four access points into the project, three of which are on the City Circulation Plan
    - 23 Road, with a reconfigured intersection with South Broadway
    - Easter Hill Drive
    - Redlands 360
      - The connection through Renaissance was prohibited by grade
      - The shift over to Redlands Parkway through Filing 2 removes the awkwardness of backtracking through the Renaissance neighborhood
      - There will still be a connection to Athens Way
    - Canyon Rim Drive
      - This connection has been looked at in more detail with the following being incorporated into the proposed plan:

- Approved narrowing of road sections through the Canyon Rim 360 development for traffic calming
- The developers have been aiding the City in working with the BLM for crossing its property; road narrowing in Canyon Rim 360 will continue through the BLM property
- Planning for specific deterrents to better distribute traffic in and out of all four accesses into Redlands 360:
  - the proposed road network does NOT connect the upper road system into a 'loop'; a 'loop' road within the proposed Redlands 360 Planned Development is not part of our vision, nor our plan, although we do support and provide a looped pedestrian trail connection.

A Traffic Study by Kimley-Horn and Associates was submitted with the original PD ODP application. With the addition of only an estimated 74 residential units, the proposed amended PD ODP will not significantly alter the traffic analyses that have been provided with the initial PD ODP and subsequent filings. More detailed traffic information will be provided as development progresses to the parcels being added to the PD ODP in proposed Phases 8 and 10.

- Pedestrian and Bicycle Analysis

  - Exhibit 1 of the existing approved PD ODP indicates the proposed network of main trails through the development. This proposed network, most of which exists on site, will not change. The three parcels to be incorporated into the amended PD ODP will have pedestrian and bicycle amenities consistent with the approved plan. The Pedestrian and Bicycle Analysis Worksheet was submitted with the PreApplication for the PD ODP amendment and there were no comments regarding it and a separate analysis is included with this application. More detailed Pedestrian and Bicycle Analysis Impact per TEDS Section 29.08.050 will be included at each phase of development.

4. Availability of Utilities

All utilities are available and adjacent to the site.

Utility providers are:

- Water – Ute Water District
  - With the Ute Water tank being at the high point of this property, there are existing large, buried intake and outflow pipes that have been considered and avoided in the layout of the proposed plan.
- Sewer – City of Grand Junction
- Irrigation water – Redlands Water and Power (RWP)*
- Power – Xcel Energy
- Gas – Xcel Energy
- Communications – TBD

*In an effort to mitigate irrigation requirements on the site, the landscape vision for the community is to incorporate an enhanced desert- or xeric-look for both community common spaces (as well as residential lots), while avoiding the installation of large, unneeded irrigated turf areas if unnecessary. Seventy-five shares of RWP are available for this site. These shares will be used to irrigate parks and common open space landscaping, streetscapes and entry landscaping, as well as exposed, disturbed areas that require rehabilitation.

5. Special or Unusual Demands on Utilities

The proposed project has no special nor unusual demands on utilities. Recognizing that the Redlands 360 project is one of the largest planned residential projects that the community has considered, the plan proposes land uses and densities with lower demands than all of the guiding plans for density, traffic, water, and sewer that the City has developed and planned for.

6. Effects on Public Facilities

The Redlands 360 Planned Development is a 629-acre infill project which will have expected, but not unusual impacts on public facilities that are commensurate with this 20+ year build-out community. As noted, total residential units will be less than the maximum that the 2020 One Grand Junction Comprehensive Plan allows, and flexibility is anticipated in product type and demographic. To this end, and through this submittal process, Redlands 360 has asked for full input from the police, fire, and school district, responding to and adjusting the plan accordingly.

7. Hours of Operation - NA

8. Number of Employees - NA

9. Signage Plans

Signage is utilized at the project entries and throughout the planned development. The locations and detailed design have been and will be addressed with each phased subdivision submittal.

10. Site Soils and Geology

Soil investigations were done by Huddleston Berry Geotechnical Engineers with the original PD ODP application. Additional studies have been submitted with the applications for Filings 1-4 as required.

11. Impact on Geology and Geological Hazards

The Geologic Hazards and Preliminary Geotechnical Investigation prepared by Huddleston-Berry Engineering and Testing and additional geotechnical investigations conducted by Goodrich Engineering LLC, provide the following conclusions and recommendations:

- Based upon the available data sources, field investigation, and nature of the proposed subdivision, geotechnical engineers do not believe that there are any geologic conditions which should preclude development of the site. However,

foundations, pavements, and earthwork will have to consider the impacts of the shallow bedrock and presence of moisture sensitive soils and/or bedrock.
- Due to the extensive size of the site, the geotechnical engineers recommend that additional geotechnical investigations be conducted at the site for each filing of the project. Once site grading plans, lot layouts, etc. have been finalized, more geotechnical borings should be conducted for each filing to better understand the soil and bedrock conditions at the site to develop specific recommendations for each filing.

E. Review Criteria for PD ODP Amendment (Section 21.02.050(j))

Review Criteria for ODP
The Planning Commission shall review and recommend, and the City Council shall review and decide on an ODP based on demonstrated conformance with all of the following criteria:

(A) The Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies;

Response: See analysis in section D. above.

(B) The applicable corridor guidelines and other overlay districts in GJMC Titles 23, 24 and 25;

Response: There are no overlay districts that apply to this property/project.

(C) The rezoning criteria provided in GJMC § 21.02.050(m);

Review Criteria.
An applicant for Rezoning has the burden of producing evidence that proves each of the following criteria:

(A) Consistency.
The proposed zoning is generally consistent with applicable provisions of the Comprehensive Plan.

Response: Refer to discussion in section D. above.

(B) Development Patterns.
The proposed zoning will result in logical and orderly development pattern(s).

Response: Exhibit 5 of the ODP illustrates the proposed development progression over the anticipated 20+ year buildout. The developer is currently targeting development progression based on logical development of infrastructure and variety of housing products and is closely tied to the Metropolitan District Plan.

(C) Benefits.

The community or area, as decided by the reviewing body, derives an overall benefit(s) from the proposed zoning.

Response: Refer to discussion in section B. above.

(D) A Planned Development which allows the construction and/or use of single unit detached dwellings shall allow accessory dwelling units (ADUs) in accordance with GIMC § 21.04.040 and shall not have any standards regarding ADUs that are more restrictive than this Code. All ADU applications shall be reviewed through the administrative process in GIMC § 21.02.040

Response: Per Exhibit 6A, Use Table, of the ODP, ADUs are allowed in the lower density areas and there will be no other standards regarding ADUs with the ODP that are more restrictive than the Zoning and Development Code.

(E) The ODP specifically shows the following requirements of a planned development:

a. Adequate public services and facilities shall be provided concurrent with the projected impacts of the development;

Response: Adequate public services and facilities will be provided concurrent with each phase of development and review by the City and appropriate agencies to confirm the infrastructure exists or will be provided with construction of each phase. Any additional studies/analyses will be provided as required with each phase.

b. Adequate circulation and access shall be provided to serve all development pods/areas to be developed;

Response: Adequate circulation and access will be provided concurrent with each phase of development and review by the City and appropriate agencies to confirm the infrastructure exists or will be provided with construction of each phase. Any additional studies/analyses will be provided as required with each phase.

c. Appropriate screening and buffering of adjacent property, uses, and structures shall be provided;

Response: Detailed site and landscape plans will be provided with construction of each phase that will ensure appropriate screening and buffering of adjacent property, uses and structures.

d. An appropriate range of density for the entire property or for each development pod/area to be developed;

Response: The range of density for the gross acreage of the property (629 acres) depicted on Exhibit 3 of the PD ODP results in a density of approximately of 2.1 units per acre which is within the range of density in the Residential Low (2-5.5 units per acre) land use category of the One Grand Junction Comprehensive Plan.

e. An appropriate set of base zone district standards for the entire property or for each development pod/area to be developed;

Response: The proposed zone district standards depicted on Exhibit 3 of the PD ODP have been revised since the original approved ODP. The proposed revised standards are consistent with the Zoning and Development Code zone districts and thus are appropriate as each pod/area are developed.

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

Response: Exhibit 5 of the PD ODP has been revised to update and reflect current logical development of infrastructure and variety of housing products and is closely tied to the Metropolitan District Plan. Refer to section F. below.

g. Any requested adjustments to the standards of the base zone district(s) and/or other applicable standards such as landscaping, uses, or parking shall be identified both by location on the site plan and in an accompanying narrative summary; and

Response: Requested standards, uses and outdoor lighting are depicted on Exhibits 3, 6 and 8 respectively.

h. An appropriate community benefit shall be described through the application narrative, which incorporates at least one of the following:

1. The PD protects, preserves, and/or manages areas of significant natural resources beyond the requirements of the base zoning regulations;

2. The general arrangement of proposed uses in the PD better integrates future development into the surrounding neighborhood, either through more compatible street layout, architectural styles, and housing types, or by providing better transitions between the surrounding neighborhood and the PD with compatible development or open space buffers;

3. Areas of open space, their intended levels of use, and their relationship to other proposed uses in the PD provide enhanced opportunities for community gathering areas;

4. The PD features outstanding site design and construction, such as best management practices for on-site storm water management, green building materials, and/or water and energy efficiency:

5. Site design in the PD will create a diverse neighborhood with a mix of housing choices; or

6. The PD features enhanced opportunities for walkability or transit ridership, including separated parking bays, off street walking paths, shorter pedestrian routes than vehicular routes, linkages to or other provisions for bus stops, etc.

Refer to section B. above for community benefit discussion. All 6 benefits outlined above are incorporated into the Redlands 360 PD ODP.

*** *** ***

The following additional elements of the Zoning and Development Code are applicable to this development thus are addressed below:

- Section 21.06.010 (f) – Hillside Development standards implementation
- Section 21.06.010(g) – Ridgeline Development standards implementation
- Outdoor Lighting
- Requests for credits and/or reimbursements for required parks and open space fees

Hillside Development. The Hillside Development Standards have been integral in the planning and design of this development, and meet the provisions of this code section:

The provisions hereof are designed to accomplish the following:

(i) Prohibit development or uses which would likely result in a hazardous situation due to slope instability, rock falls, or stormwater runoff and excessive soil erosion;

Response: Development has been clustered within the flatter slopes on the site; trail corridors will provide setbacks to the ridgelines; lots will have setback requirements from the ridgelines; and existing natural drainage corridors will be enhanced.

(ii) Minimize the threat and consequent damages resulting from hillside area fires by establishing fire protection measures and adequate emergency vehicle access;

Response: The site is not classified as having wildfire hazard (see 21.07.020 (d)) and roadways have been designed to meet City code; these roadways provide per code access to emergency vehicles.

(iii) Preserve natural features, wildlife habitats, natural vegetation, trees and other natural plant formations;

This development preserves over 30% of the site as dedicated open space. This open space captures the most diverse vegetative, topographic and rock outcrop areas on the property.

(iv) Provide for safe vehicular circulation and access to recreation areas, natural drainage channels, paths and trails;

Response: The road network design is a purposeful 'Design Driver' of this project since its onset. It encourages community and 'random' connectivity to internal and external surrounding neighborhoods. A loop road would invite 'danger' in the form of speeding and short cutting; having unimpeded open space from north to south in the

center of the community minimizes vehicular and pedestrian conflict; it spreads out the ADT and discourages traffic going through Canyon Rim. The proposed road types purposefully encourage and discourage traffic concentration to meet the intent of this pedestrian-based development. Trails and roads are predominantly separate, there are two major trail loops; an outer loop consisting of a variety of existing soft surface and single-track trails and potentially hard surface trails, and an inner loop consisting of an 8' wide concrete trail. Neighborhood connectivity is accomplished via trails within subdivisions, and at adjacent cul-de-sacs and open space corridors. Any instance of trails paralleling roads will be detached.

In addition to safe vehicular circulation, this development acknowledges natural drainages and includes extensive bicycle and pedestrian circulation within the development and to the open space areas. Much of the open space area has over 7.5 miles of historic trails that will be legitimized by the approval of this ODP. Limited roadway conflicts with the open space/trail corridors are purposely designed to create safe pedestrian/biking passageways.

(v) Encourage the location, design and development of building sites in a manner that will provide for greater aesthetic appeal, blend with the slopes and hillside terrain, minimize the scarring and erosion effects of cutting, filling and grading of hillsides and prohibit development of ridge lines as defined; and

Response: The homesites are clustered and placed on the flatter and most developable slopes, which while having excellent views to the Grand Valley, are themselves back dropped by the site.

(vi) Encourage preservation of open space by encouraging clustering or other design techniques to preserve natural terrain, views and vistas.

Response: As discussed above, over 30% of the property is dedicated Open Space that is achieved by clustering the homesites on the flatter portions of the site. Long established trails and open spaces are being preserved and enhanced for sustainability purposes and continued public use.

In meeting the intent of these Hillside Regulations the requirement that development only occur on slopes of 30 percent or less was addressed with the original PD ODP. The analysis at that time is still valid, therefore it is not necessary to be addressed with this amendment.

Ridgeline Development. The Ridgeline Development Standards have been considered in the planning and design of this development. Of the proposed development area the potential for concerns is limited to the streets that abut the project on the western and northern areas of the site; this is where there are existing mesa cliffs and proposed homes could be quite visible. With the original approved PD ODP, twelve locations were examined and selected to illustrate sections per criteria established in the Zoning and Development Code that were depicted on approved Exhibits 7a and 7b of the PD ODP (sections A – L). With this amendment, an additional cross section location (M) has been included on proposed amended Exhibits 7a and 7b. Consistent with Code criteria,

there are no two story homes visible from the adjacent roadways.

Response: The provided sections depicted on Exhibits 7a and 7b of the Redlands 360 ODP address the ridgelines depicted in the Zoning and Development Code. Analysis was provided with the original approved ODP and no changes are proposed other than the addition of a cross-section across the two new western parcels; therefore further analysis is not necessary to be addressed with this amendment.

Outdoor Lighting. Outdoor lighting in the Redlands has historically been minimized, particularly in the areas on the south side of Highway 340 which includes the Redlands 360 ODP area. The excerpt below is from the Redlands Neighborhood Plan adopted by the City and County in 2002. While this plan has since been sunset by the City, the information is still relevant to the importance of protecting the night sky and how lighting on the Redlands has been treated over time. Exhibit 8 of the proposed amended PD ODP depicts the outdoor lighting standards to be utilized throughout Redlands 360.

Outdoor Lighting

The enjoyment of the night-sky is also a high priority for residents of the Redlands. Specific standards should be developed to address light pollution concerns. The varying topography and proximity to the Colorado National Monument makes it that much more important that the amount of lighting in certain areas of the Redlands be kept to a minimum. Generally, that area south of Highway 340 should have reduced requirements for street lighting and other public space lighting, allowing the lighting to be low level and spaced to provide the minimum light necessary to meet safety needs.

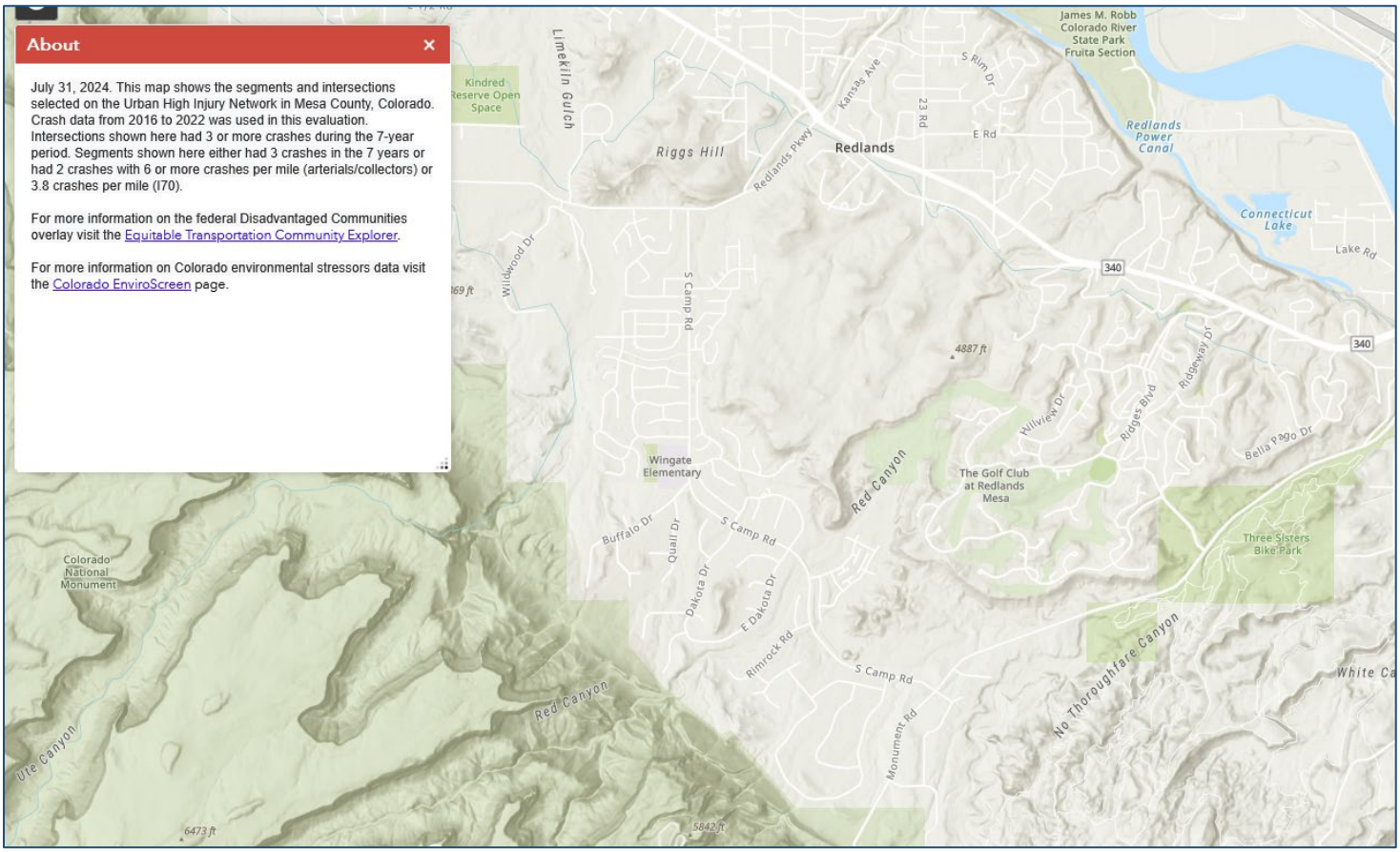
Goal:

- *Enhance and maintain, to the greatest extent possible, the darkness of the night sky.*

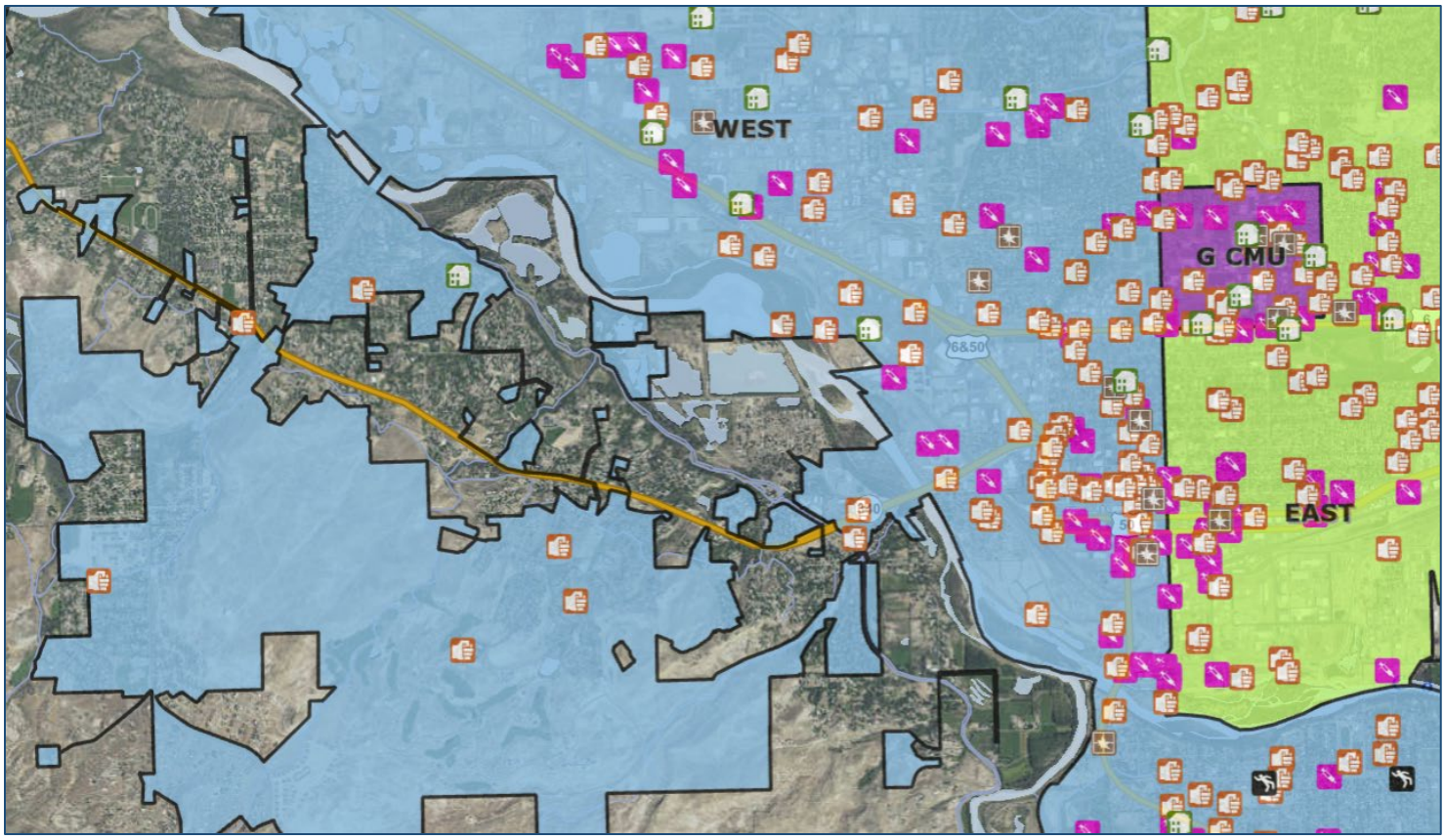
Policies

- *Minimize the number and intensity of street lighting and public space lighting.*
- *Encourage homeowners to minimize outdoor lighting.*

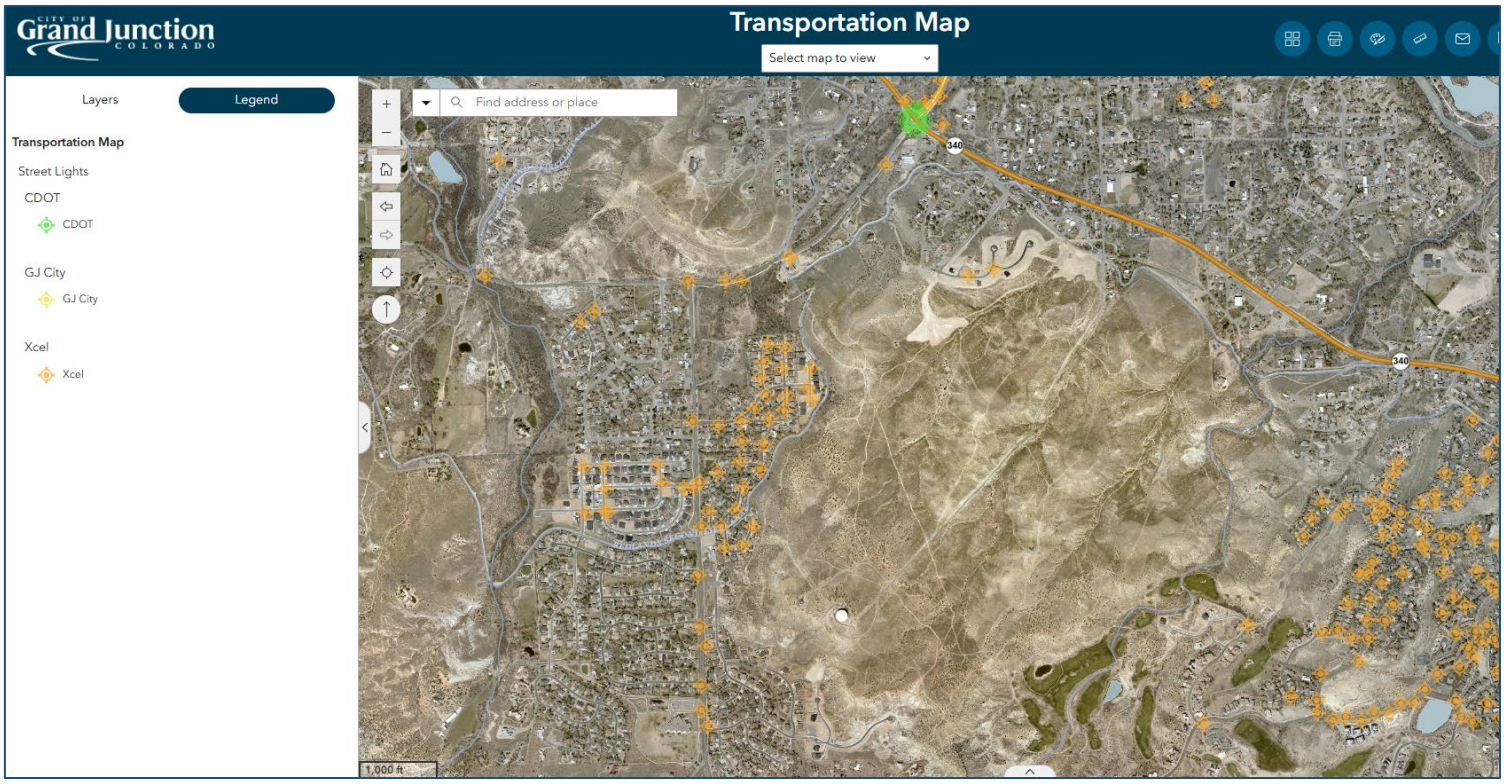
These policies have historically been applied to developments in the Redlands. Even so, it appears pedestrian and vehicular safety has not been compromised by the reduction of lighting. The crash data available on the City website (map below) does not identify any areas within the Redlands communities as flagged for concern. There have been one or two incidents over the last two years, however this clearly is not an issue with the current lighting and traffic patterns in this area. It can be concluded that new developments should be able to maintain similar standards to those existing.



In addition, the crime statistics shown on the map below over the last year also demonstrate that the Redlands area would not benefit from similar standards to the rest of the City.



As illustrated on the following map, the majority of neighborhoods surrounding Redlands 360 do not adhere to the 250' standard, to include recent developments in the area. As such any newer neighborhoods aligning with the existing development standards in the area would not benefit from the increased lighting warranted in other areas of the valley. Rather it would directly conflict with the original intent of the Redlands Area plan as was agreed upon in earlier adoptions of the Zoning Code.



Requests for Credits and/or Reimbursements

Exhibit 2 of the proposed amended PD ODP depicts proposed public park areas in Redlands 360 and includes a Community Benefit Chart. This chart breaks down the commitments for the noted 185 acres of Open Space, recognizing that this too could fluctuate between 185 acres and 225 acres. The breakdowns include: 35 acres of 'Traditional' Public Parks (over half on slopes less than 10%, close to 90% on slopes less than 20%); 50 to 60 acres of 'Unique' Public Parks; and 100 to 120 acres of open space and perimeter trails.

With approval of the original Redlands 360 PD ODP, Open Space Fees and Park Development Fees were initially eliminated for this project, in recognition of the fact that the developer was directly incurring expenses for parks and open space improvements as provided for in the IGA. The developer has maintained a record of all qualified parks and open space expenses allowable under the provisions of the IGA, with appropriate supporting documentation which is provided to the City on an annual basis. Beginning in August 2025 the City began collecting Parks and Open Space Fees in accordance with standard practice. Those fees are reimbursable to the developer, providing the costs of specific parks and open space improvements and amenities, as specified in the IGA, exceed the value of the collected fees.

In addition, the original approval of the Redlands 360 PD ODP stipulated that any street improvements for streets functioning as Collector streets or greater shall be eligible for either credit or reimbursement from the TCP fees associated with this development.

Similarly, the original approval of the Redlands 360 PD ODP stipulated that for any water or sanitation pipelines and facilities constructed in excess sizing capacity available for third parties, the City shall agree to enter into a cost recovery agreement for the improvements.

F. DEVELOPMENT SCHEDULE AND PHASING

Development Phasing
Due to the 629-acre size of this project, a 20+ year buildout is anticipated. The developer is currently targeting development progression based on logical development of infrastructure and variety of housing products and is closely tied to the Metropolitan District Plan. As stated above, the two 5-acre parcels on the west side are to be incorporated into proposed Phase 8 and the 19-acre parcel on the northeast edge of the Redlands 360 development will be incorporated into Phase 10 on the revised Development Progression Plan (Exhibit 5). This exhibit has been revised since that adopted with the original PD ODP but better reflects current conditions.

There is purposeful flexibility built into the ODP with 1,300 to 1,750 housing units (single family, multi-family, and commercial). This flexibility in density allows the project to adapt to potential market changes over the 20+ year long-term project. No changes to the original density of the PD ODP are being proposed with the amendment.

Proposed Dates
ODP Amendment/Annexation Submittal: December 2025

Property Closing: The three parcels to be incorporated into the amended PD/ODP have already been acquired by Redlands 360

Development Construction Initiation:

- With the exception of some homes, construction is complete in Filing 1
- Filings 2, 3 and 4 are anticipated to start construction in the first quarter of 2026

PEDESTRIAN AND BICYCLE ANALYSIS
Redlands 360 Planned Development Amendment
Amend Planned Development Zoning and Outline Development Plan

PEDESTRIAN INFRASTRUCTURE

There are pedestrian facilities sidewalks in most of the developments to the west and south of the Redlands 360 site but are non-existent in developments adjacent to the Redlands 360 site are non-existent in developments east and north of the site. For the most part, the sidewalks are attached to the street cross-section as required to meet local street standards. Detached walks/trails exist on major roadways in the vicinity such as South Camp Road and Redlands Parkway. With Filing 1 of Redlands 360, detached sidewalks were constructed along adjacent South Broadway and Easter Hill Drive. As with Filing 1 and adjacent Canyon Rim 360 on the southwest side of Redlands 360, pedestrian infrastructure will be provided as the development progresses, including sidewalks and access to off-street trails (e.g. north end of Canyon Rim Trail).

The remainder of undeveloped Redlands 360 is crisscrossed by numerous off-road trails that are presently utilized by both pedestrians and cyclists. Many of these will continue to exist and/or be enhanced and trailheads established (e.g. trailhead on east end of Canyon Rim Drive and east end of Easter Hill Drive) as the development progresses as illustrated on Exhibit 1 of the PD ODP.

BICYCLE INFRASTRUCTURE

Existing bicycle facilities in the vicinity include striped bike lanes and detached paved bike/pedestrian trails along South Camp Road and Redlands Parkway. The detached sidewalk constructed along South Broadway with Filing 1 of Redlands 360 and the attached sidewalk on the north side of Canyon Rim Drive constructed with Canyon Rim 360 are also depicted as a shared bike/pedestrian trail on the City of Grand Junction Transportation Map.

Otherwise, bicycle infrastructure within the site consists of the numerous existing off-road shared trails mentioned above, many of which will continue to exist and/or be enhanced and trailheads establish as development progresses as illustrated on Exhibit 1 of the PD ODP.

CONNECTIVITY AND COMPLIANCE

Pedestrian and bicycle connectivity to/from the Redlands 360 development has begun with the early filings to date and will continue to be established and or enhanced as the project develops. This is evidenced by the previous approval of the PD ODP that included Exhibit 1. This amendment will not change the approved PD ODP other than to illustrate how the infrastructure will be extended in the three parcels added to the development that is shown on an amended Exhibit 1.

SUMMARY

The proposed amended PD ODP will not have an adverse impact existing or proposed pedestrian and bicycle facilities. The overall Redlands 360 development will improve facilities and connectivity as it develops.

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-183-00-006 and 2945-183-00-005
northwest quarter of the southeast quarter of the southwest quarter Section 18
Township 1 South, Range 1 West, Ute Meridian
City of Grand Junction, Mesa County, Colorado

PROPERTY DESCRIPTION (as recorded at reception number 3100476 and 3100471):
The W1/2 NW1/4 SE1/4 SW1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian;
The E1/2 NW1/4 SE1/4 SW1/4 of Section 18, Township 1 South, Range 1 West of the Ute Meridian;

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, determined by GPS observation of the south line of the SE1/4 SE1/4 NW1/4 of Section 16, T.1S., R.1E., Ute Meridian, the Center 1/4 corner of said Section 16, being a 3.25" aluminum cap on a pipe marked "LS 37904 MCSM" whence the Center-West 1/16 Corner of said Section 16, being a 3" brass cap marked "LS 37904 MCSM", bears South 89°54'32"West, as shown hereon.

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

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 recorded and apparent rights-of-way and easements shown hereon were researched by the professional land surveyor, other documents may exist which would affect this property.

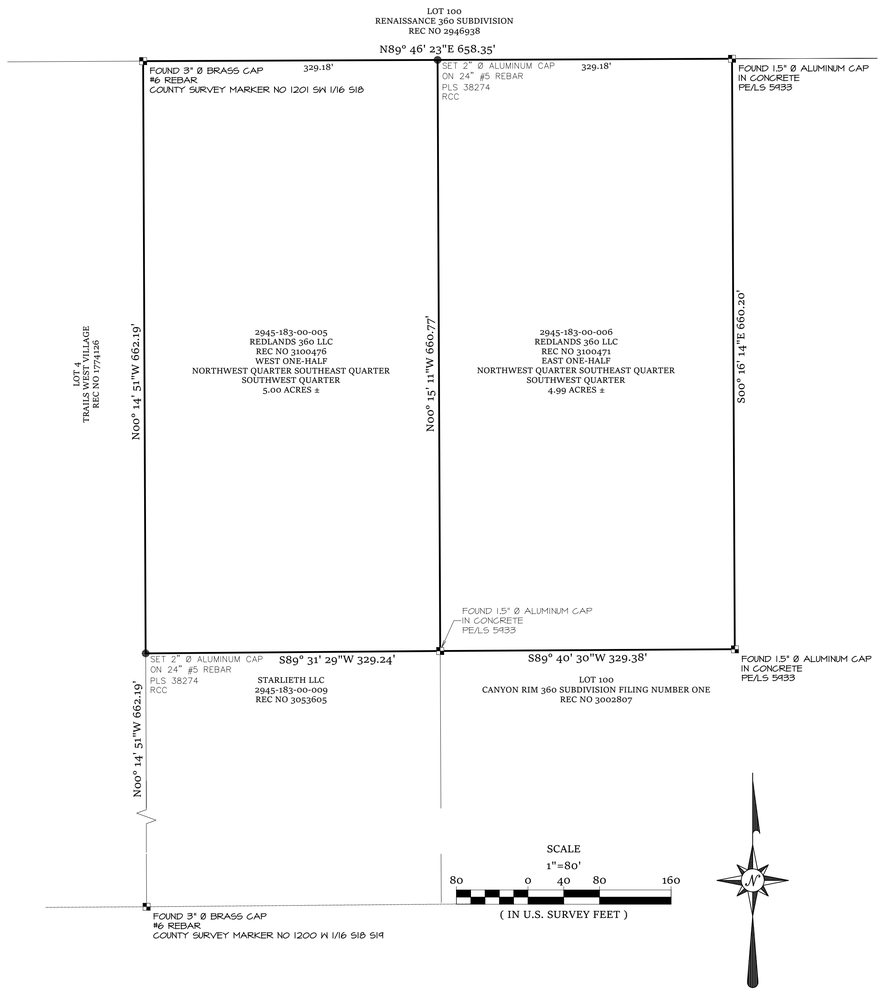
This plat is a graphical representation of the professional opinion of the undersigned surveyor of the location of the property as described in the title documents referenced. The bearings of the boundary lines on the drawing represent the title description rotated to grid north of the Mesa County Local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

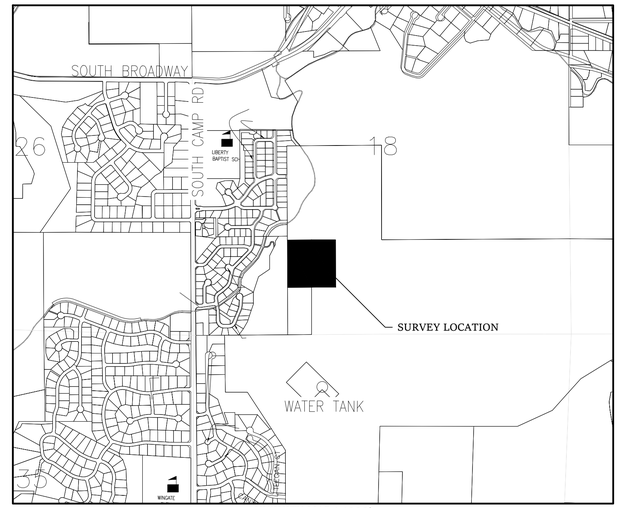
Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground vessels that may affect the use or development of this land.

No improvements were observed as of the date of the field survey, December 3rd 2025.

SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A:	ARC LENGTH OF CURVE
AC:	ACRES
C:	CENTER
CH:	BEARING & LENGTH
E:	EAST
IRR:	IRRIGATION
L:	ARC LENGTH
LS:	LICENSED SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
R:	RANGE
RAD:	RADIUS
REC:	RECEPTION
ROW:	RIGHT OF WAY
S:	SOUTH
SF:	SQUARE FEET
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST





VICINITY MAP 1:1000'

LEGEND

- FOUND MONUMENT AS NOTED
- SET 2.0" ALUMINUM CAP ON # 5 REBAR PLS 38274
- PARCEL LINE
- ALIQUOT LINE
- ADJOINER LINE

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

COLORADO LICENSED AKT VALLEY SURVEYS INC 38274 12/04/2025 PROFESSIONAL LAND SURVEYOR

LAND SURVEY DEPOSITS
Mesa County Surveyor's Office
Date_____.
Deposit Number_____.

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

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.

IMPROVEMENT SURVEY PLAT
Mesa County Parcel Number 2945-183-00-006 and 2945-183-00-005
northwest quarter of the southeast quarter of the southwest quarter Section 18
Township 1 South, Range 1 West, Ute Meridian
City of Grand Junction, Mesa County, Colorado

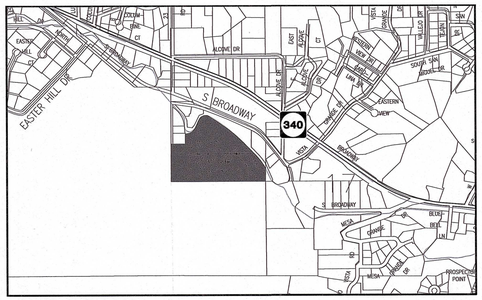
Sheet 1 of 1	Date:12/4/25		Job No. 1988-006
Surveyed: SLG	Drawn: AKT	Checked: AKT	
Drawing name: S:\PROJECTS\1988 La Plata Communities, Inc\DOC FILES\survey\DWG\1988-006 ISP NW4 SE4 SW4.dwg			

IMPROVEMENT SURVEY PLAT

MESA COUNTY PARCEL NUMBER 2945-172-00-183
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 17
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, MESA COUNTY COLORADO.

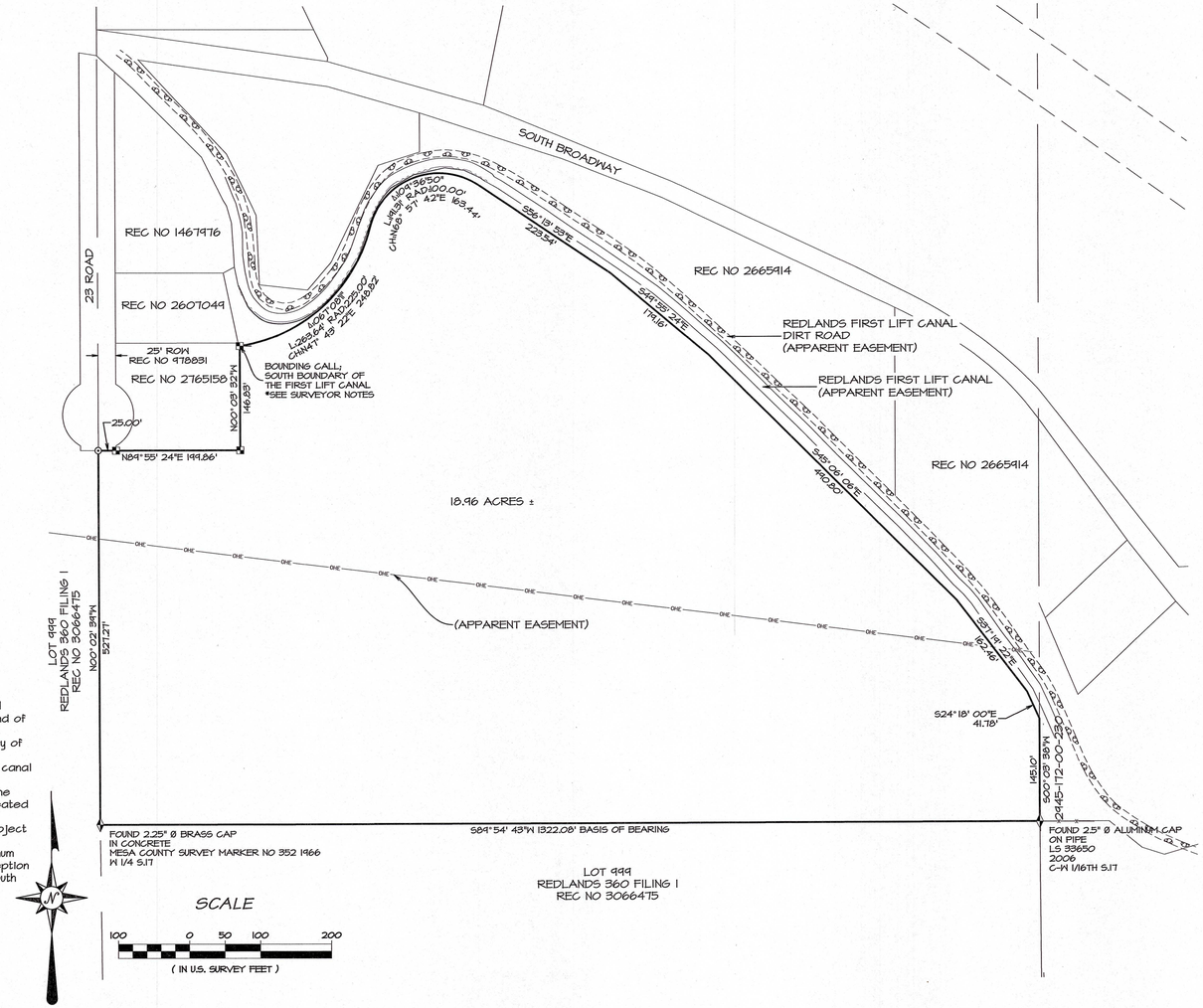
PROPERTY DESCRIPTION (as recorded at reception number 378006):

Beginning at the intersection of the West line of the SW1/4 NW1/4 of Section 17, Township 1 South, Range 1 West, Ute Meridian, and the South line of the Redlands Water and Power Company First Lift Canal, (as such canal existed March 22 1938), thence South along said West line of said SW1/4 NW1/4 a distance of 450 feet to the true point of beginning; thence East 200 feet; thence North to the South line of said canal; thence easterly along the South line of said canal to the East line of said SW1/4 NW1/4; thence South to the Southeast corner of said SW1/4 NW1/4; thence West to the Southwest corner of said SW1/4 NW1/4; thence North to the true point of beginning, Mesa County, Colorado.



VICINITY MAP 1:1000'

- Conveyance deeds for subject parcel refer to the "South line of the Redlands Water and Power Company First Lift Canal, (as such canal existed March 22, 1938)" as the north bound of said parcel.
- adjoining deeds to the west also reference a bounding call using the term "South boundary of canal".
- Title work provided and referenced hereon did not provide any concise description of a canal right-of-way, this is not an opinion by this surveyor as to wether or not rights may exist.
- The hereon signed surveyor considers the best available evidence for the south line of the canal to be the surveyed edge of the concrete ditch and/or the top of the cut slope created by said ditch.
- A line of best fit for these improvements is depicted hereon as the north boundary of subject parcel
- The hereinabove north boundary line was extended southwesterly to intersect a 1.5" aluminum cap marked PLS 4307 at the northeast corner of a parcel of land as recorded at Reception Number 2765158, Said northeast corner is qualified in said deed as terminating at the "South boundary of the First Lift Canal of the Redlands Irrigation and Power Company".



LEGEND

■	1.5" ALUMINUM CAP IN CONCRETE PLS 4307 - USW
⊙	1.5" ALUMINUM CAP IN CONCRETE ILLEGIBLE
◆	ALIQUOT MONUMENT AS NOTED
⊠	FOUND REBAR
●	SET 1.5" ALUMINUM CAP ON # 5 REBAR PLS 38274
- - - - -	EASEMENT LINE
———	PARCEL LINE
——— - - ———	ROW LINE
——— – ———	ALIQUOT LINE
-OHE-	OVERHEAD ELECTRIC

SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A:	ARC LENGTH OF CURVE
BOB:	BASIS OF BEARING
C:	CENTER
CCR:	COVENANT CONDITIONS & RESTRICTIONS
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
CH:	CHORD LENGTH
BRG:	CHORD BEARING
L:	ARC LENGTH
RAD:	RADIUS
Δ:	CENTRAL ANGLE DELTA
REC:	RECEPTION
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
ø	DIAMETER
S.:	SECTION

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, GJB65058019, dated April 19, 2024. Other documents may exist which would affect this property.

LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
Date 5/20/2024
Deposit Number 7040-24

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

MCLCS ZONE "GVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SNOI)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, determined by GPS observation of the south line of the Southwest Quarter of the Northwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian, the center-west sixteenth being a 2.5" aluminum cap marked "LS 33650 2006" whence the west quarter corner of said Section 17, being a 2.25" brass cap marked "MESA COUNTY SURVEY MARKER NO 352 1966", bears South 89°54'43"West, as shown hereon.

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

SURVEYOR'S STATEMENT

I, Alec K Thomas, a registered Professional Land Surveyor in the State of Colorado, do hereby state: the Improvement Survey 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

COLORADO LICENSED 38274 PROFESSIONAL LAND SURVEYOR 5/13/24

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

IMPROVEMENT SURVEY PLAT

MESA COUNTY PARCEL NUMBER 2945-172-00-183
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 17
TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, MESA COUNTY COLORADO.

Sheet 1 of 1	Date: 5/13/24	Job No. 2010-001
Surveyed: TPJ	Drawn: AKT	Checked: AKT

Drawing name: S:\PROJECTS\2010 La Plata Communities, Inc\200 Bennett Parcel\Survey\DWG\2010-200 ISP.dwg

DEPOSIT 7040-24

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

PROPERTY DESCRIPTION AS SURVEYED

A parcel of land situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded at Reception Number 2003808 of the records in the office of the Mesa County Clerk and Recorder. Said parcel being more particularly described as follows:

Beginning at a 3.25" aluminum cap in a monument box marked MESA COUNTY SURVEY MARKER NO 230-1 - PLS 24953 for the north 1/16th corner of said Section 18 and Section 17, whence a 2.25" brass cap in concrete marked MESA COUNTY SURVEY MARKER NO 352 - 1966 for the quarter corner of said Section 18 and Section 17 bears South 00°02'39" East with all bearings herein relative thereto;
thence South 00°02'39" East along the east line of the southeast quarter of the northeast quarter of said Section 18, a distance of 236.67 feet to a 1.5" aluminum cap marked PLS 38274;
thence North 80°35'56" West along Right-of-Way as described at Reception Number 978834, a distance of 25.34 feet to a 1.5" aluminum cap marked PLS 38274;
thence continuing along said Right-of-Way the following four courses:
1. thence South 00°02'39" East, a distance of 466.71 feet to a 1.5" aluminum cap marked LS 17485 - LANDESIGN at the beginning of a curve concave to the east having a radius of 50.00 feet and a central angle of 119°59'39" and being subtended by a chord which bears South 00°02'39" East 86.60 feet;
2. thence southwesterly along said curve, a distance of 104.71 feet to a 1.5" aluminum cap marked PLS 38274;
3. thence South 00°02'39" East, a distance of 6.70 feet to a 1.5" aluminum cap marked PLS 38274;
4. thence North 89°57'53" East, a distance of 25.00 feet to a 1.5" aluminum cap in concrete;

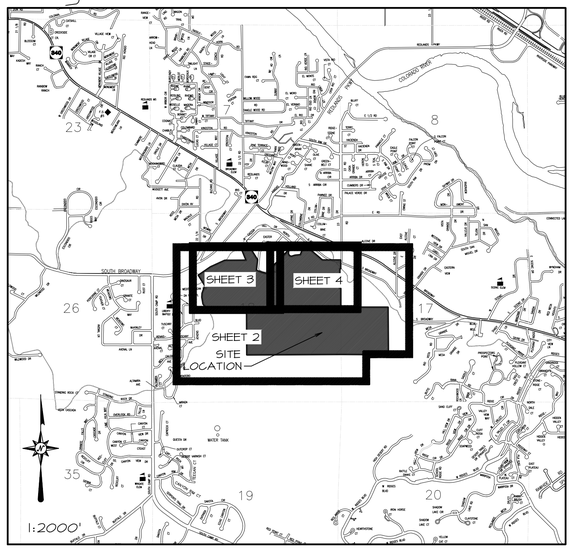
thence South 00°02'39" East along the said east line of the southeast quarter of the northeast quarter of said Section 18, a distance of 527.31 feet to the hereinabove described quarter corner;
Thence North 89°54'43" East along the north line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1322.08 feet to a 2.5" aluminum cap marked LS 33650 - 2006 for the center-west sixteenth of said Section 17;
thence South 00°22'02" East along the east line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1321.36 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1196 for the southwest sixteenth corner of said Section 17;
thence North 89°42'27" West along the south line of the northwest quarter of the southwest quarter of said Section 17, a distance of 1315.71 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1197 for the south sixteenth on the west line of said Section 17;
thence South 89°43'41" West along the south line of the northeast quarter of the southeast quarter of said Section 18, a distance of 1318.65 feet to a 3.25" brass cap marked HDS 24953 2021 for the southeast sixteenth corner of said Section 18;
thence South 89°43'57" West along the south line of the northwest quarter of the southeast quarter of said Section 18, a distance of 1314.58 feet to a 3" brass cap marked MESA COUNTY SURVEY MARKER NO. for the center-south sixteenth corner of said Section 18;
thence North 00°18'55" West along the west line of the northwest quarter of the southeast quarter of said Section 18, a distance of 1318.40 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO. 1203 for the center-quarter corner of said Section 18;
thence South 89°51'36" West along the south line of the southeast quarter of the northwest quarter of said Section 18, a distance of 1131.99 feet to the center line of the Redlands Water and Power Company Second Lift Canal, thence along said centerline the following five courses;
1. thence North 34°27'47" West, a distance of 133.57 feet;
2. thence North 09°06'47" West, a distance of 192.56 feet;
3. thence North 01°57'13" East, a distance of 108.17 feet;
4. thence North 20°06'13" East, a distance of 228.20 feet;
5. thence North 31°31'47" West, a distance of 341.77 feet to the center line of the Redlands Water and Power Company First Lift Canal, thence along said centerline the following two courses;
1. thence North 55°01'13" East, a distance of 403.97 feet;
2. thence North 65°28'42" East, a distance of 441.74 feet to the north line of the southeast quarter of the northwest quarter of said Section 18;

thence North 89°41'02" East, a distance of 598.71 feet to a 3" brass cap marked COUNTY SURVEY MARKER NO 1204 for the center-north 1/16th of said Section 18;
thence North 22°25'01" West, a distance of 361.74 feet to the center line of said First Lift Canal, thence along said centerline the following two courses;,
1. thence North 48°38'44" East, a distance of 56.08 feet;
2. thence North 21°39'49" East, a distance of 54.16 feet to the south boundary of South Easter Hill Subdivision as recorded at Reception Number 727359;

thence South 58°55'11" East along said south boundary, a distance of 248.17 feet to a 1.5" aluminum cap marked PLS 38274;
thence South 32°21'11" East along said south boundary, a distance of 329.00 feet to a 1.5" aluminum cap marked PLS 38274 on the westerly line of Easter Hill Drive Right-of-Way, thence continuing along said Right-of-Way the following six courses;
1. thence South 05°17'49" West, a distance of 68.10 feet to a 1.5" aluminum cap marked PLS 38274;
2. thence South 06°47'49" West, a distance of 230.30 feet to a 1.5" aluminum cap marked PLS 38274;
3. thence South 68°22'11" East, a distance of 165.00 feet to a 1.5" aluminum cap marked PLS 38274;
4. thence South 74°40'11" East, a distance of 130.10 feet to a 1.5" aluminum cap marked PLS 38274;
5. thence North 44°01'49" East, a distance of 866.20 feet to a 1.5" aluminum cap marked LS 17485 - LANDESIGN;
6. thence North 40°25'49" East, a distance of 38.18 feet to a 1.5" aluminum cap marked PLS 38274;

thence South 07°38'49" West, a distance of 85.86 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;
thence South 23°05'11" East, a distance of 64.50 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;
thence South 67°04'11" East, a distance of 64.03 feet to a 1.25" plastic cap on #5 rebar marked LS 2376;
thence North 72°42'49" East, a distance of 112.51 feet to a 1.5" aluminum cap marked PLS 38274;
thence North 85°44'49" East, a distance of 152.14 feet to a 1.5" aluminum cap marked PLS 38274;
thence North 21°20'49" East, a distance of 102.82 feet to a 1.5" aluminum cap marked PLS 38274;
thence North 40°25'49" East, a distance of 210.00 feet to a 1.5" brass washer marked PLS 38274;
thence South 49°34'08" East, a distance of 621.65 feet to a 1.5" brass washer marked PLS 38274;
thence North 89°57'30" East along the north line of the southeast quarter of the northeast quarter, a distance of 473.32 feet to the Point of Beginning,

Said parcel containing 237.73 acres more or less.



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

MCLCS ZONE "GVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SNO)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, determined by GPS observation of the east line of the Northeast Quarter of the Southeast Quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, the east 1/4 corner of said Section 18, being a 2.25" brass cap in concrete marked "MESA COUNTY SURVEY MARKER NO 352, 1966" whence the south 1/16th Corner of said Section 18 and Section 17, being a 3" brass cap in concrete marked "COUNTY SURVEY MARKER NO 1196", bears South 00°38'53"East, as shown hereon.

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

There exists on this parcel a complex network of trails of indeterminate origin. There exits "NO TRESPASSING" signs posted throughout this parcel. Some of these trails have apparently been used by the public for a substantial period of time, which may favor the development of unwritten rights.

Rebar found and accepted by this survey were affixed with a 1.5" aluminum cap marked PLS 38274.

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, GJC65051840-3, dated June 02, 2022. Other documents may exist which would affect this property.

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

COLORADO LICENSED ALEC K. THOMAS 38274 12/08/2025 PROFESSIONAL LAND SURVEYOR

LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
Date_____.

Deposit Number_____.

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
www.rccwest.com
Phone: 970.241.4722
Fax: 970.241.8841

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052
Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 1 of 4	Date: 2/13/2023	Job No. 1988-005	
Surveyed: SLG	Drawn: AKT	Checked: BDM	
Drawing name: S:\PROJECTS\1988 La Plata Communities, Inc\005 Easter Hill\Survey\DWG\1988-005 ISP.dwg			

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

There exists a NOTICE OF RIGHTS-OF-WAY recorded at Reception Number 1841356 that claims "25 feet from the canal centerline as now constructed on the upslope or easterly side.." said document claims to have acquired "valid rights, perscriptive or otherwise". No opinion as to the validity of this claim is given by the hereon signed surveyor.

NE1/4 NW1/4

NW1/4 NE1/4

NE1/4 NE1/4

SOUTH BROADWAY

23 ROAD

N/4 1/16TH S.18 DETAIL A

S89° 41' 02"W 1318.12'

FOUND 3" Ø BRASS CAP IN CONCRETE COUNTY SURVEY MARKER NO 1204 C-N 1/16TH S.18

S89° 52' 05"W 1326.68'

EASTER HILL DRIVE

FOUND 2.25" Ø BRASS CAP IN CONCRETE MESA COUNTY SURVEY MARKER 253 NE 1/16TH S.18

S89° 57' 30"W 1310.30'

FOUND 3.25" Ø ALUMINUM CAP IN MONUMENT BOX PLS 24453 MCSM #230-1 N 1/16 S.18 S.17

S00° 02' 30"E 1311.84'

SE1/4 NW1/4

SW1/4 NE1/4

SE1/4 NE1/4

N00° 32' 12"W 1322.50'

SEE SHEET 3 FOR ADDITIONAL BOUNDARY DATA.

SECTION 18

SEE SHEET 4 FOR ADDITIONAL BOUNDARY DATA.

SECTION 17

FOUND 2.5" Ø ALUMINUM CAP ON PIPE LS 33650 2006 C-W 1/16TH S.17

N89° 54' 43"E 1322.08'

FOUND 3" Ø BRASS CAP IN CONCRETE COUNTY SURVEY MARKER NO 1203 C 1/4 S.18

S89° 51' 21"W 2625.62'

FOUND 2.25" Ø BRASS CAP IN CONCRETE MESA COUNTY SURVEY MARKER NO 352 1966 W 1/4 S.17

8.97'

TENNIS COURT

REC NO 2958212

N00° 18' 55"W 1318.40'

NW1/4 SE1/4

NE1/4 SE1/4

S00° 38' 53"E 1312.67' BASIS OF BEARINGS

NW1/4 SW1/4

N00° 22' 02"W 1321.36'

REC NO 2954456

FOUND 3.25" Ø BRASS CAP IN CONCRETE 24453 HDS 2021 SE 1/16TH S.18

S89° 43' 57"W 1314.58'

S89° 43' 41"W 1318.65'

S89° 42' 27"E 1315.71'

FOUND 3" Ø BRASS CAP IN CONCRETE COUNTY SURVEY MARKER NO 1202 C-S 1/16TH S.18

LOT 100 CANYON RIM 360 SUBDIVISION FILING NUMBER ONE REC NO 3002807

FOUND 3" Ø BRASS CAP IN CONCRETE COUNTY SURVEY MARKER NO 1197 S 1/16 S.17 S.18

FOUND 3" Ø BRASS CAP IN CONCRETE COUNTY SURVEY MARKER NO 1196 SW 1/16TH S.17

DETAIL A - 1:2'

S10° 08' 43"W 2.24'

FOUND 2.5" Ø BRASS CAP IN CONCRETE LS 2280 RM 2.24 1983

N89° 12' 37"W 2.68'

NW 1/16TH S.18

FOUND 2.5" Ø BRASS CAP IN CONCRETE LS 2280 RM 2.68 1983

NO MONUMENT FOUND, ACTUAL POSITION IMPRACTICAL TO MONUMENT.

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

MCLCS ZONE "GVA"
TRANSVERSE MERCATOR PROJECTION
POINT OF ORIGIN (SNOI)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, determined by GPS observation of the east line of the Northeast Quarter of the Southeast Quarter of Section 18, Township 1 South, Range 1 West of the Ute Meridian, the east 1/4 corner of said Section 18, being a 2.25" brass cap in concrete marked "MESA COUNTY SURVEY MARKER NO 352, 1966" whence the south 1/16th Corner of said Section 18 and Section 17, being a 3" brass cap in concrete marked "COUNTY SURVEY MARKER NO 1196", bears South 00°38'53"East, as shown hereon.

SCALE

200 0 100 200 400

(IN U.S. SURVEY FEET)

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

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.

COLORADO LICENSED 38274 PROFESSIONAL LAND SURVEYOR 12/08/2025

LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
Date_____.

Deposit Number_____.

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

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052 Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 2 of 4 Date: 10/29/2024			Job No. 1988-005
Surveyed: SLG	Drawn: AKT	Checked: BDM	

Drawing name: S:\PROJECTS\1988 La Plata Communities, Inc\005 Easter Hill\Survey\DWG\1988-005 ISP.dwg

IMPROVEMENT SURVEY PLAT

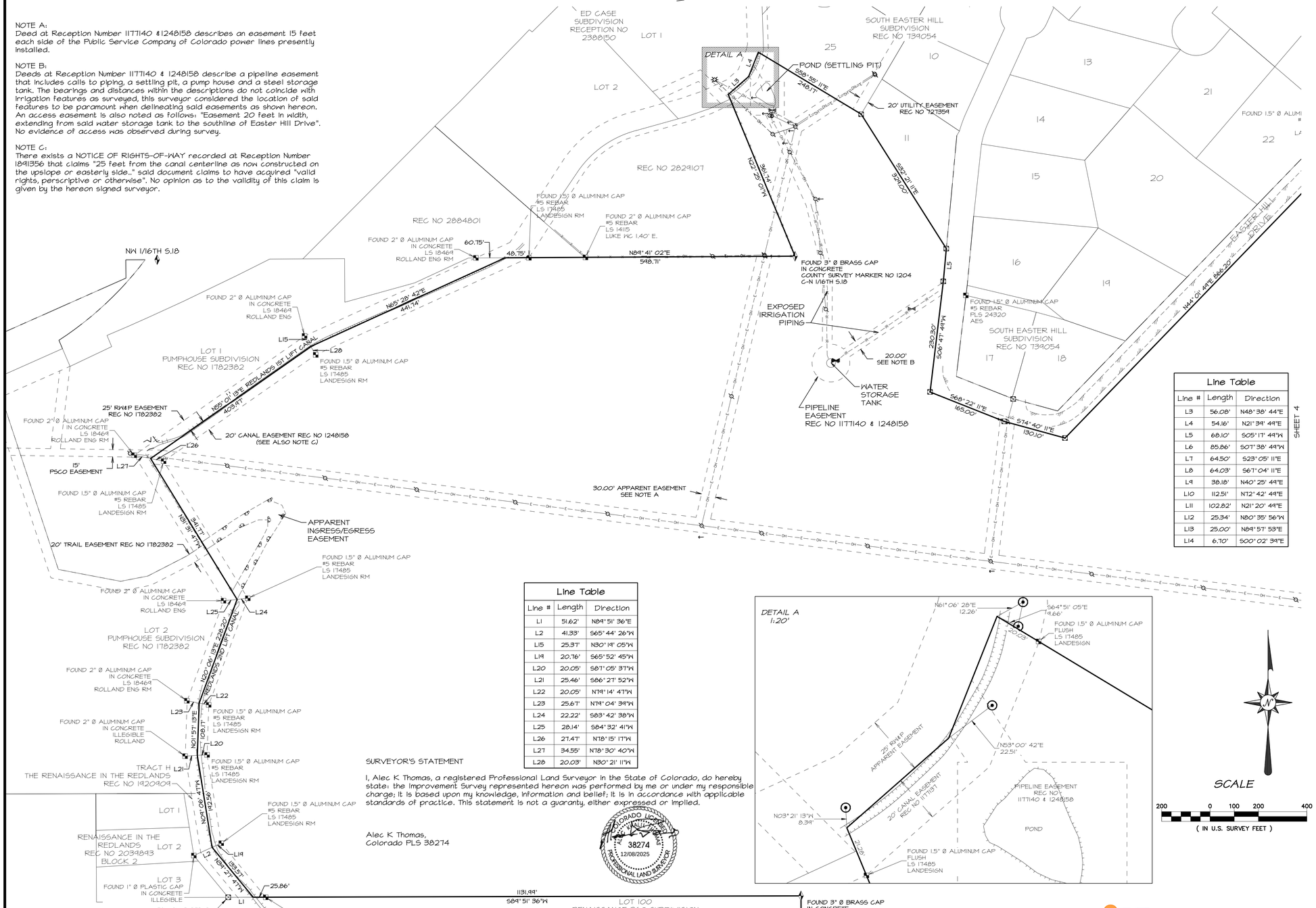
Mesa County Parcel Number 2945-181-00-052

Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

NOTE A:
Deed at Reception Number 1177140 & 1248158 describes an easement 15 feet each side of the Public Service Company of Colorado power lines presently installed.

NOTE B:
Deeds at Reception Number 1177140 & 1248158 describe a pipeline easement that includes calls to piping, a settling pit, a pump house and a steel storage tank. The bearings and distances within the descriptions do not coincide with irrigation features as surveyed, this surveyor considered the location of said features to be paramount when delineating said easements as shown hereon. An access easement is also noted as follows: "Easement 20 feet in width, extending from said water storage tank to the southline of Easter Hill Drive". No evidence of access was observed during survey.

NOTE C:
There exists a NOTICE OF RIGHTS-OF-WAY recorded at Reception Number 1891356 that claims "25 feet from the canal centerline as now constructed on the upslope or easterly side.." said document claims to have acquired "valid rights, perscriptive or otherwise". No opinion as to the validity of this claim is given by the hereon signed surveyor.



Line Table		
Line #	Length	Direction
L1	51.62'	N84° 51' 36"E
L2	41.33'	S65° 44' 26"W
L15	25.37'	N30° 19' 05"W
L19	20.76'	S65° 52' 45"W
L20	20.05'	S81° 05' 37"W
L21	25.46'	S86° 27' 52"W
L22	20.05'	N79° 14' 47"W
L23	25.67'	N79° 04' 39"W
L24	22.22'	S83° 42' 38"W
L25	28.14'	S84° 32' 41"W
L26	27.47'	N78° 15' 17"W
L27	34.55'	N78° 30' 40"W
L28	20.03'	N30° 21' 11"W

Line Table		
Line #	Length	Direction
L3	56.08'	N48° 38' 44"E
L4	54.16'	N21° 34' 49"E
L5	68.10'	S05° 17' 49"W
L6	85.86'	S01° 38' 44"W
L7	64.50'	S23° 05' 11"E
L8	64.03'	S61° 04' 11"E
L9	38.18'	N40° 25' 44"E
L10	112.51'	N72° 42' 44"E
L11	102.82'	N21° 20' 49"E
L12	25.34'	N80° 35' 56"W
L13	25.00'	N89° 57' 53"E
L14	6.70'	S00° 02' 39"E

SURVEYOR'S STATEMENT

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Alec K. Thomas,
Colorado PLS 38274

COLORADO REGISTERED ALEC K. THOMAS 38274 12/08/2025 PROFESSIONAL LAND SURVEYOR

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LEGEND

- MONUMENT FOUND AS NOTED
- 1.5" ALUMINUM CAP IN CONCRETE LS 29419 - SURVEY IT INC
- 1.25" PLASTIC CAP ON #5 REBAR LS 2376
- ALIQUOT MONUMENT AS NOTED
- FOUND REBAR
- SET 1.5" ALUMINUM CAP ON # 5 REBAR PLS 38274
- SET 1.5" BRASS WASHER PLS 38274
- CABLE TV PEDESTAL/PULL BOX
- TELEPHONE PEDESTAL/PULL BOX
- ELECTRICAL TRANSFORMER
- EASEMENT LINE
- PARCEL LINE
- ROW LINE
- ALIQUOT LINE
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF CONCRETE
- FLOW LINE
- DITCH TOE
- -T- UNDERGROUND TELEPHONE
- -TV- CABLE TV LINE
- -G- GAS LINE
- -W- WATER LINE
- -E- UNDERGROUND ELECTRIC LINE
- -OHT- OVERHEAD TELEPHONE LINE
- -OHE- OVERHEAD ELECTRIC LINE
- -S- SANITARY LINE
- -D- STORM LINE
- WOOD FENCE
- CHAIN LINK/IRON FENCE
- FENCE
- LIGHT POLE
- BOLLARD
- UTILITY POLE

SCALE

200 0 100 200 400
(IN U.S. SURVEY FEET)

LAND SURVEY DEPOSITS
Mesa County Surveyor's Office
Date_____,
Deposit Number_____,

SHEET 4

RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201
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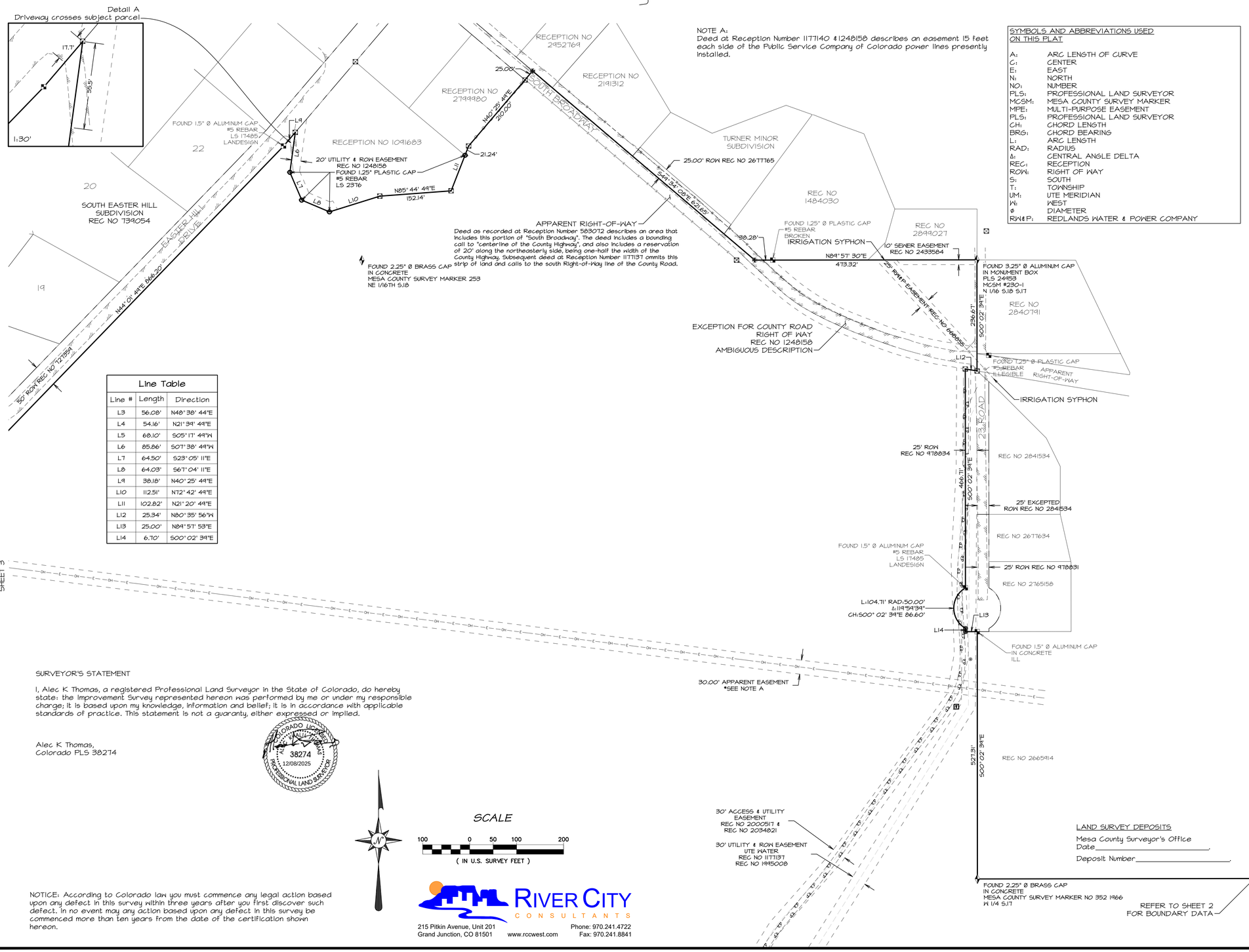
IMPROVEMENT SURVEY PLAT
Mesa County Parcel Number 2945-181-00-052
Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

Sheet 3 of 4 Date: 1/31/2023		Job No. 1988-005	
Surveyed: SLG	Drawn: AKT	Checked: BDM	
Drawing name: S:\PROJECTS\1988 La Plata Communities, Inc\005 Easter Hill\Survey\DWG\1988-005 ISP.dwg			

IMPROVEMENT SURVEY PLAT

Mesa County Parcel Number 2945-181-00-052

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NOTE A:
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SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT

A:	ARC LENGTH OF CURVE
C:	CENTER
E:	EAST
N:	NORTH
NO:	NUMBER
PLS:	PROFESSIONAL LAND SURVEYOR
MCSM:	MESA COUNTY SURVEY MARKER
MPE:	MULTI-PURPOSE EASEMENT
PLS:	PROFESSIONAL LAND SURVEYOR
CH:	CHORD LENGTH
BRG:	CHORD BEARING
L:	ARC LENGTH
RAD:	RADIUS
Δ:	CENTRAL ANGLE DELTA
REC:	RECEPTION
ROW:	RIGHT OF WAY
S:	SOUTH
T:	TOWNSHIP
UM:	UTE MERIDIAN
W:	WEST
ø	DIAMETER
RW&P:	REDLANDS WATER & POWER COMPANY

Line Table		
Line #	Length	Direction
L3	56.08'	N48° 38' 44"E
L4	54.16'	N21° 39' 44"E
L5	68.10'	S05° 17' 44"W
L6	85.86'	S07° 38' 44"W
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- LIGHT POLE
- BOLLARD

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Alec K Thomas,
Colorado PLS 38274

COLORADO LICENSED ALEC K. THOMAS 38274 12/08/2025 PROFESSIONAL LAND SURVEYOR

SCALE

100 0 50 100 200
(IN U.S. SURVEY FEET)

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LAND SURVEY DEPOSITS

Mesa County Surveyor's Office
Date_____.

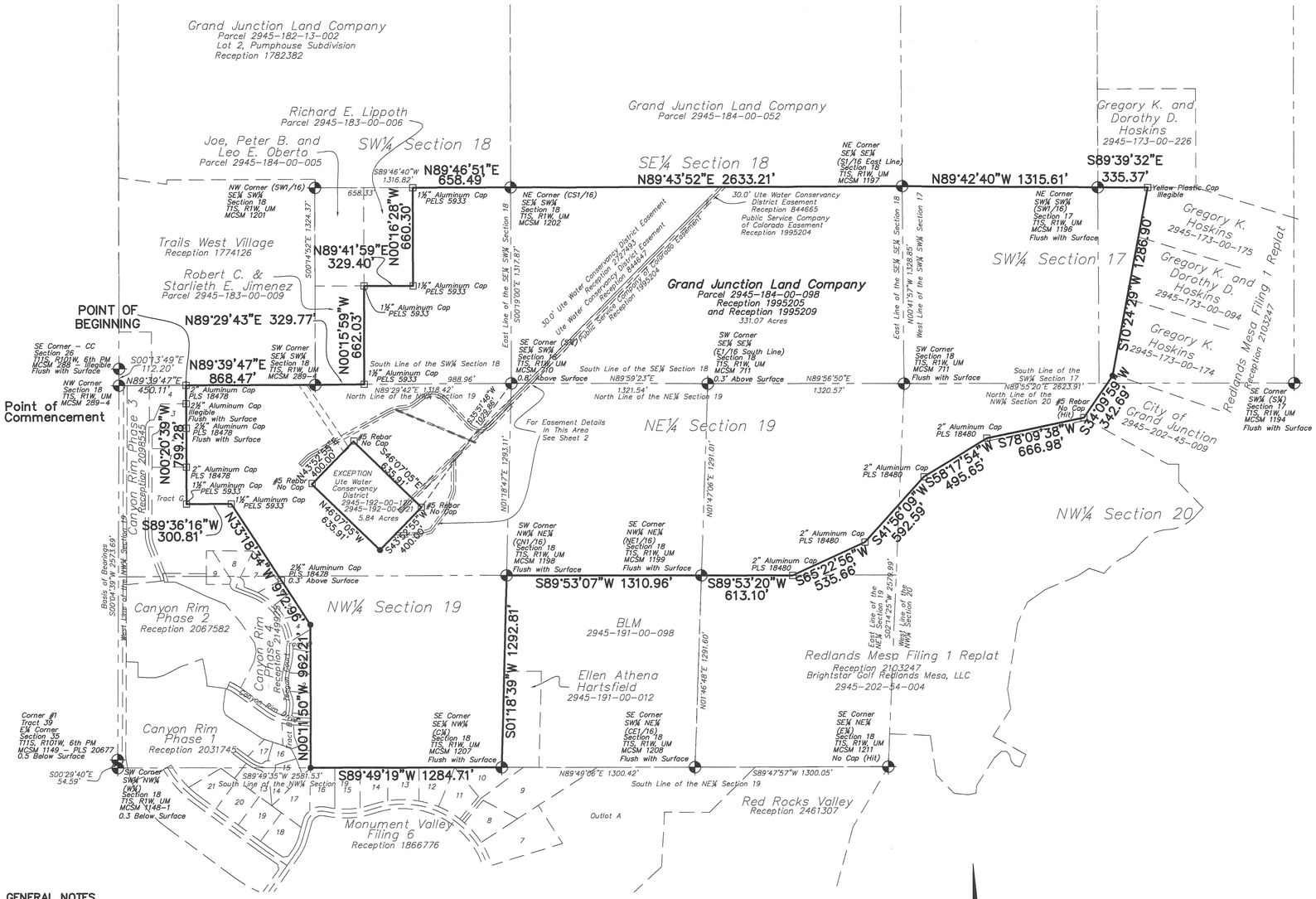
Deposit Number_____.

IMPROVEMENT SURVEY PLAT
Mesa County Parcel Number 2945-181-00-052
Situated in Section 18 and the Northwest Quarter of the Southwest Quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian.

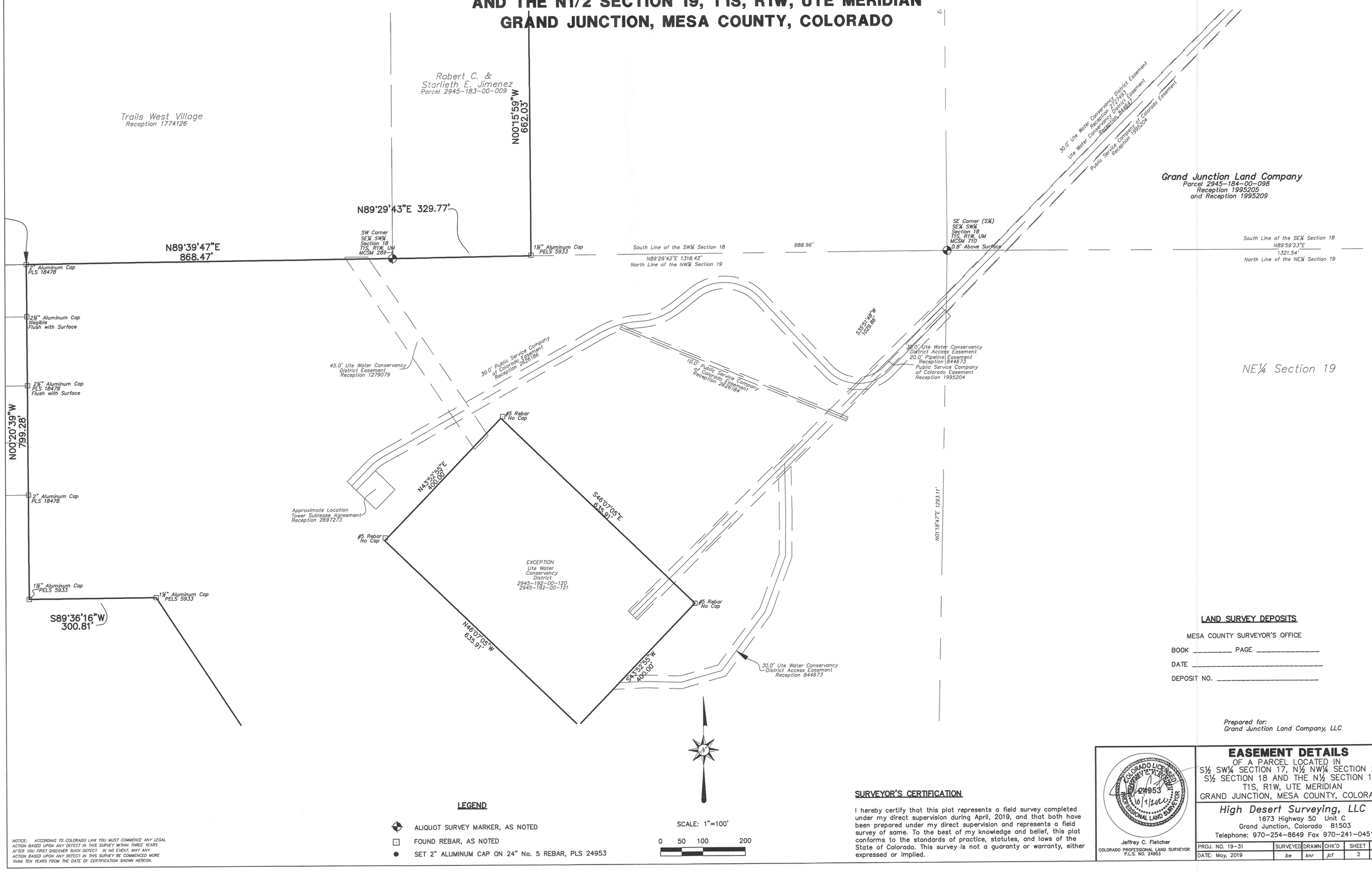
Sheet 4 of 4 Date: 1/31/2023		Job No. 1988-005	
Surveyed: SLG	Drawn: AKT	Checked: BDM	

Drawing name: S:\1988.EC\1988 La Plata Communities, Inc\005 Easter Hill\Survey\DWG\1988-005 ISP.dwg

IMPROVEMENT SURVEY
OF A PARCEL LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20, S1/2 SECTION 18
AND THE N1/2 SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO


Grand Junction Land Company
Parcel 2945-182-13-002
Lot 2, Pumphouse Subdivision
Reception 1782382
Richard E. Lippoth
Parcel 2945-183-00-006
Joe, Peter B. and Leo E. Oberto
Parcel 2945-184-00-005
SW¼ Section 18
Grand Junction Land Company
Parcel 2945-184-00-052
SE¼ Section 18
Gregory K. and Dorothy D. Hoskins
2945-173-00-226
Trails West Village
Reception 1774126
Robert C. & Starlieth E. Jimenez
Parcel 2945-183-00-009
Grand Junction Land Company
Parcel 2945-184-00-098
Reception 1995205
and Reception 1995209
331.07 Acres
SW¼ Section 17
Gregory K. Hoskins
2945-173-00-175
Gregory K. and Dorothy D. Hoskins
2945-173-00-094
Gregory K. Hoskins
2945-173-00-174
Redlands Mesa Filing 1 Replat
Reception 2103247
City of Grand Junction
2945-202-45-009
POINT OF BEGINNING
Point of Commencement
N89°46'51"E 658.49'
N89°43'52"E 2633.21'
N89°42'40"W 1315.61'
S89°39'32"E 335.37'
N89°41'59"E 329.40'
N00°16'28"W 660.30'
N89°29'43"E 329.77'
N00°15'59"W 662.03'
N89°39'47"E 868.47'
S10°24'29"W 1286.90'
S78°09'38"W 666.98'
S14°09'59"W 342.69'
S58°17'54"W 495.65'
S41°56'09"W 592.59'
S66°22'56"W 535.66'
S89°53'07"W 1310.96'
S89°53'20"W 613.10'
S89°36'16"W 300.81'
N33°18'34"W 972.96'
N00°11'50"W 962.21'
S01°18'39"W 1292.81'
S89°49'19"W 1284.71'
Canyon Rim Phase 3
Reception 2098545
Canyon Rim Phase 2
Reception 2067582
Canyon Rim Phase 4
Reception 2149975
Canyon Rim Phase 1
Reception 2031745
Monument Valley Filing 6
Reception 1866776
NW¼ Section 19
NE¼ Section 19
NW¼ Section 20
BLM
2945-191-00-098
Ellen Athena Hartsfield
2945-191-00-002
Redlands Mesa Filing 1 Replat
Reception 2103247
Brightstar Golf Redlands Mesa, LLC
2945-202-54-004
Red Rocks Valley
Reception 2461307
Outlot A
EXCEPTION
Ute Water Conservancy District
2945-192-00-121
5.84 Acres
30.0' Ute Water Conservancy District Easement
Reception 844665
Public Service Company of Colorado Easement
Reception 1995204
For Easement Details In This Area See Sheet 2
Basis of Bearings
S00°04'39"W 2573.69'
West Line of the NW¼ Section 19
Corner #1
Tract 39
E¼ Corner
Section 35
T11S, R101W, 6th PM
MCSM 1149 - PLS 20677
0.5 Below Surface
NW Corner
Section 18
T1S, R1W, UM
MCSM 289-4
Flush with Surface
SW Corner
SW¼ NW¼
(NW)
Section 18
T1S, R1W, UM
MCSM Y148-1
0.3 Below Surface
NE Corner
(S1/16 East Line)
Section 18
T1S, R1W, UM
MCSM 1197
NE Corner (CS1/16)
SE¼ SW¼
Section 18
T1S, R1W, UM
MCSM 1202
NE Corner
SW¼ SW¼
(SW1/16)
Section 17
T1S, R1W, UM
MCSM 1196
Flush with Surface
Yellow Plastic Cap
Illegible
SE Corner
SW¼ (S¼)
Section 17
T1S, R1W, UM
MCSM 1194
Flush with Surface
SW Corner
SE¼ SW¼
(S1/16 South Line)
Section 18
T1S, R1W, UM
MCSM 711
0.3' Above Surface
SW Corner
Section 18
T1S, R1W, UM
MCSM 711
Flush with Surface
SE Corner
SE¼ SW¼
(CS1/16)
Section 18
T1S, R1W, UM
MCSM 1210
0.8' Above Surface
SE Corner
SW¼ NW¼
(CW)
Section 18
T1S, R1W, UM
MCSM 1207
Flush with Surface
SE Corner
SW¼ NE¼
(CE1/16)
Section 18
T1S, R1W, UM
MCSM 1208
Flush with Surface
SE Corner
SE¼ NW¼
(EX)
Section 18
T1S, R1W, UM
MCSM 1211
No Cap (Hit)
SW Corner
SE¼ SW¼
Section 18
T1S, R1W, UM
MCSM 289-4
NW Corner
SW¼ SW¼
(SW1/16)
Section 18
T1S, R1W, UM
MCSM 1201
1½" Aluminum Cap
PELS 5933
2" Aluminum Cap
PLS 18478
2½" Aluminum Cap
Illegible
Flush with Surface
#5 Rebar
No Cap
East Line of the SE¼ SW¼ Section 18
East Line of the SE¼ SE¼ Section 18
West Line of the SW¼ SW¼ Section 17
South Line of the SW¼ Section 18
South Line of the SE¼ Section 18
South Line of the SW¼ Section 17
North Line of the SW¼ Section 19
North Line of the NE¼ Section 19
North Line of the NW¼ Section 20
South Line of the NW¼ Section 19
South Line of the NE¼ Section 19
East Line of the NW¼ Section 19
East Line of the NW¼ Section 20
S00°13'49"E 112.20'
S00°14'52"E 1324.37'
S00°19'00"E 1317.87'
S00°14'25"E 2574.99'
N00°41'57"W 1328.85'
N01°47'06"E 1291.01'
N01°46'48"E 1291.60'
N89°29'42"E 1318.42'
N89°59'23"E
N89°56'50"E
N89°55'20"E 2623.91'
1320.57'
1321.54'
988.96'
450.11'
658.33'
1316.82'
S89°46'40"W
S00°20'39"W 799.28'
S00°29'40"E 54.59'
S89°49'33"W 2581.53'
N89°49'06"E 1300.42'
S89°47'57"W 1300.05'
S46°07'05"E 635.91'
N46°07'05"W 635.91'
N43°52'55"E 100.00'
S43°52'55"W 100.00'
Tract G
Tract H
Tract I
Tract J
Tract K
Tract L
Tract M
Tract N
Tract O
Tract P
Tract Q
Tract R
Tract S
Tract T
Tract U
Tract V
Tract W
Tract X
Tract Y
Tract Z
Tract AA
Tract BB
Tract CC
Tract DD
Tract EE
Tract FF
Tract GG
Tract HH
Tract II
Tract JJ
Tract KK
Tract LL
Tract MM
Tract NN
Tract OO
Tract PP
Tract QQ
Tract RR
Tract SS
Tract TT
Tract UU
Tract VV
Tract WW
Tract XX
Tract YY
Tract ZZ
Tract AAA
Tract BBB
Tract CCC
Tract DDD
Tract EEE
Tract FFF
Tract GGG
Tract HHH
Tract III
Tract JJJ
Tract KKK
Tract LLL
Tract MMM
Tract NNN
Tract OOO
Tract PPP
Tract QQQ
Tract RRR
Tract SSS
Tract TTT
Tract UUU
Tract VVV
Tract WWW
Tract XXX
Tract YYY
Tract ZZZ
Tract AAAA
Tract BBBB
Tract CCCC
Tract DDDD
Tract EEEE
Tract FFFF
Tract GGGG
Tract HHHH
Tract IIII
Tract JJJJ
Tract KKKK
Tract LLLL
Tract MMMM
Tract NNNN
Tract OOOO
Tract PPPP
Tract QQQQ
Tract RRRR
Tract SSSS
Tract TTTT
Tract UUUU
Tract VVVV
Tract WWWW
Tract XXXX
Tract YYYY
Tract ZZZZ
Tract AAAAA
Tract BBBBB
Tract CCCCC
Tract DDDDD
Tract EEEEE
Tract FFFFF
Tract GGGGG
Tract HHHHH
Tract IIIII
Tract JJJJJ
Tract KKKKK
Tract LLLLL
Tract MMMMM
Tract NNNNN
Tract OOOOO
Tract PPPPP
Tract QQQQQ
Tract RRRRR
Tract SSSSS
Tract TTTTT
Tract UUUUU
Tract VVVVV
Tract WWWWW
Tract XXXXX
Tract YYYYY
Tract ZZZZZ
Tract AAAAAA
Tract BBBBBB
Tract CCCCCC
Tract DDDDDD
Tract EEEEEE
Tract FFFFFF
Tract GGGGGG
Tract HHHHHH
Tract IIIIII
Tract JJJJJJ
Tract KKKKKK
Tract LLLLLL
Tract MMMMMM
Tract NNNNNN
Tract OOOOOO
Tract PPPPPP
Tract QQQQQQ
Tract RRRRRR
Tract SSSSSS
Tract TTTTTT
Tract UUUUUU
Tract VVVVVV
Tract WWWWWW
Tract XXXXXX
Tract YYYYYY
Tract ZZZZZZ
Tract AAAAAAA
Tract BBBBBBB
Tract CCCCCCC
Tract DDDDDDD
Tract EEEEEEE
Tract FFFFFFF
Tract GGGGGGG
Tract HHHHHHH
Tract IIIIIII
Tract JJJJJJJ
Tract KKKKKKK
Tract LLLLLLL
Tract MMMMMMM
Tract NNNNNNN
Tract OOOOOOO
Tract PPPPPPP
Tract QQQQQQQ
Tract RRRRRRR
Tract SSSSSSS
Tract TTTTTTT
Tract UUUUUUU
Tract VVVVVVV
Tract WWWWWWW
Tract XXXXXXX
Tract YYYYYYY
Tract ZZZZZZZ
Tract AAAAAAAA
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EASEMENT DETAILS
OF A PARCEL LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20, S1/2 SECTION 18
AND THE N1/2 SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO



LEGEND

- ALIQUOT SURVEY MARKER, AS NOTED
- FOUND REBAR, AS NOTED
- SET 2" ALUMINUM CAP ON 24" No. 5 REBAR, PLS 24953

SCALE: 1"=100'

0 50 100 200

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 CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I hereby certify that this plat represents a field survey completed under my direct supervision during April, 2019, and that both have been prepared under my direct supervision and represents a field survey of same. To the best of my knowledge and belief, this plat conforms to the standards of practice, statutes, and laws of the State of Colorado. This survey is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED JEFFREY C. FLETCHER 24953 10/1/2019 PROFESSIONAL LAND SURVEYOR

Jeffrey C. Fletcher
COLORADO PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 24953

LAND SURVEY DEPOSITS

MESA COUNTY SURVEYOR'S OFFICE

BOOK _____ PAGE _____

DATE _____

DEPOSIT NO. _____

Prepared for:
Grand Junction Land Company, LLC

EASEMENT DETAILS
OF A PARCEL LOCATED IN
S½ SW¼ SECTION 17, N½ NW¼ SECTION 20
S½ SECTION 18 AND THE N½ SECTION 19
T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO

High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8649 Fax 970-241-0451

PROJ. NO. 19-31	SURVEYED	DRAWN	CHK'D	SHEET	OF
DATE: May, 2019	be	knr	jcf	2	2

215 Pitkin Ave, Unit 201
GRAND JUNCTION, CO 81501
(970) 241-4722
(970) 241-8841 (Fax)
dfoster@rccwest.com

December 4th, 2025

Rick Dorris, Development Engineer
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

RE: Drainage Letter adding parcels 2945-172-00-183, 2945-183-00-006, and 2945-183-00-005

Dear Rick,

This letter provides an overview of how the three additional parcels will be incorporated into the existing Master Drainage Plan developed for the Redlands 360 project. These parcels (2945-172-00-183, 2945-183-00-006, and 2945-183-00-005) have been acquired by Redlands Three Sixty and are currently being added to the approved ODP.

Parcel 2945-172-00-183
Located on the northeast portion of the site, this 18.96-acre parcel will require an additional detention pond. This pond will be designed, analyzed, and constructed during final development. Its purpose will be to provide water quality treatment and detention to the greatest reasonable extent. As with the rest of the site, this area typically results in over-detention, which helps minimize downstream impacts; the new pond will be designed with the same approach.

The new pond will discharge into the storm drain system that conveys flows from Pond B3, as identified in the Master Drainage Report. Any runoff that cannot be directed to the new pond will be conveyed to Pond C2. Pond C2 will be re-analyzed during future design phases and adjusted as necessary to account for the additional drainage area. Ultimately, Pond C2 discharges into the storm drain network that flows toward Red Canyon Wash.

Parcels 2945-183-00-006 and 2945-183-00-005
These parcels will also be evaluated in detail during their respective development phases due to their unique location and interaction with the existing Master Drainage Plan.
Most of Parcel 2945-183-00-006 (~4.99 acres) has already been incorporated into the current Master Drainage Plan. Development of this parcel will require a supplemental drainage letter or report confirming how flows will be directed to the pond delineated for Redlands 360 Filings 3 & 4 and to the Master Plan system. Pond A1, which is included in the R360 Filing 4 construction plans, will be expanded in the future to increase its footprint and storage capacity. Its final design will account for the additional lots proposed for inclusion in the ODP amendment.

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(970) 241-8841 (Fax)
dfoster@rccwest.com

Parcel 2945-183-00-005 (~5.0 acres) currently drains partially to Pond A1. The remaining area is intended to be redirected to Pond A1 as well, either through a storm drain system or through site grading to maintain gravity flow. If it is determined that the entire parcel cannot reasonably drain to Pond A1, an additional pond will be designed to provide water quality treatment, detention, and—consistent with the overall project—likely over-detention.

Additional Information
Figure 4 from the Master Drainage Study is included with this letter to illustrate the proposed drainage infrastructure and show the relationship of the additional parcels to both the ODP amendment and the completed Master Drainage Plan.

RCC is confident that the inclusion of these parcels will have minimal impact on the overall drainage system and can be effectively managed during final design and development. Please feel free to contact me with any questions or concerns.

Thank you,



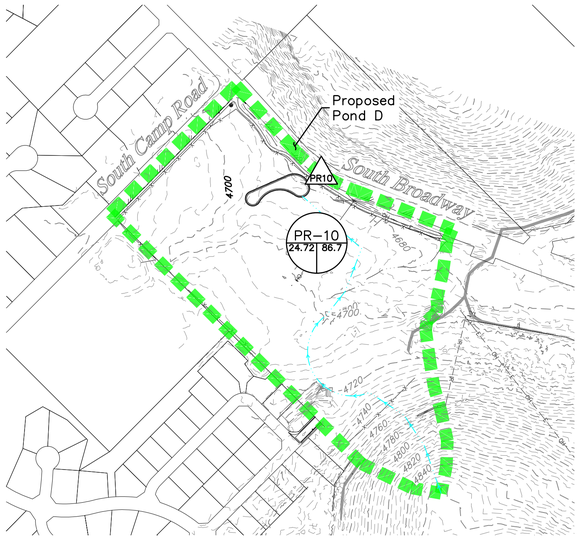
Dillon Foster, P.E.
Project Engineer

LEGEND

- A – SUB-BASIN ID
- B – ACREAGE
- C – COMPOSITE SCS CURVE NUMBER
- D – DESIGN POINT (SEE TABLE FOR FLOWS)
- EXISTING SHEET FLOW
- EXISTING CONCENTRATED FLOW
- PROPOSED SHEET FLOW
- PROPOSED CONCENTRATED FLOW
- SUB-BASIN BOUNDARY
- SUB-BASIN FLOWPATH

PROPOSED DESIGN POINT TABLE

Design Point ID	Design Point Location	Peak Flow at Design Point (cfs) 2-year Storm	10-year Storm	100-year Storm
PR1	Pond A1 Outfall	1.80	2.41	3.48
PR2	Pond A2 Outfall	8.97	12.18	17.13
PR3	Pond A3 Outfall	10.48	14.30	20.04
PR4	South Broadway	3.59	6.21	16.57
PR5	Pond B1 Outfall	5.20	7.05	10.23
PR6	Pond B2 Outfall	7.28	9.70	13.66
PR7	23 Road	3.49	6.35	15.94
PR8	Pond C1 Outfall	6.16	8.30	11.50
PR9	Redlands First Lift Canal	1.98	2.83	13.71
PR10	Redlands Parkway	0.48	7.69	11.34
PR11	Red Canyon Wash	0.15	0.45	5.26



PROPOSED SUB-BASIN TABLE

Sub-Basin ID	Area (acres)	Average Slope (ft/ft)	Weighted Percent Impervious	Weighted SCS Curve Number	3-hour Design Storm Peak Runoff Rates (cfs) 2-Year	10-Year	100-Year
PR-01	71.817	7.5%	46.2%	81.8	33.77	64.42	111.79
PR-02	81.123	4.6%	46.6%	82.2	37.73	69.44	124.50
PR-03	27.451	9.1%	47.8%	82.4	15.43	27.18	45.79
PR-04	31.493	6.2%	44.7%	80.3	14.20	26.43	46.87
PR-05	77.702	6.2%	42.3%	81.2	33.25	63.10	109.97
PR-06	42.642	6.9%	42.7%	80.8	20.10	36.87	62.98
PR-07	36.332	9.8%	45.5%	81.8	18.05	33.40	57.23
PR-08	63.859	5.9%	49.3%	81.3	31.58	59.22	104.29
PR-09	62.727	6.7%	47.8%	81.7	30.39	57.00	100.36
PR-10	24.722	11.0%	56.8%	86.7	17.22	29.47	49.25
PR-11	16.346	16.6%	47.3%	81.9	7.86	13.43	22.44

NOTES:

1. EXISTING PARCELS, UTILITIES, AND SURFACE CONTOURS ARE TAKEN FROM MESA COUNTY GIS. THESE ITEMS ARE APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY.
2. NO BUILDING, STRUCTURE, OR FILL WILL BE PLACED IN THE DETENTION AREAS AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREAS WILL BE MADE WITHOUT THE APPROVAL OF THE COUNTY.
3. MAINTENANCE AND OPERATION OF THE DETENTION AND WATER QUALITY AREAS ARE THE RESPONSIBILITY OF PROPERTY OWNER. IF OWNER FAILS IN THIS RESPONSIBILITY, THE COUNTY HAS THE RIGHT TO ENTER THE PROPERTY, MAINTAIN THE DETENTION AREAS, AND BE REIMBURSED FOR COSTS INCURRED.
4. DETENTION POND VOLUMES, ALL DRAINAGE APPURTENANCES, AND BASIN BOUNDARIES SHALL BE VERIFIED. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE WITHIN THE DEVELOPMENT.
5. PERMISSION TO REPRODUCE THESE PLANS IS HEREBY GIVEN TO MESA COUNTY FOR COUNTY PURPOSES ASSOCIATED WITH NEW PLAN REVIEW, APPROVAL, PERMITTING, INSPECTION AND CONSTRUCTION OF WORK.

Pond A1	Elevation	Volume (cubic ft)
Top of Pond	4791.48	261,044
100-Year WSEL	4790.44	200,423
Top of Structure	4788.48	n/a
10-Year WSEL	4788.38	89,656
WQCV WSEL	n/a	n/a
Bottom of Pond	8786.48	0
Bottom of Structure	8786.48	0

Pond A2	Elevation	Volume (cubic ft)
Top of Pond	4726.74	222,219
100-Year WSEL	4725.68	182,810
Top of Structure	4722.60	n/a
10-Year WSEL	4722.50	80,375
WQCV WSEL	n/a	n/a
Bottom of Pond	4719.24	0
Bottom of Structure	4719.24	0

Pond A3	Elevation	Volume (cubic ft)
Top of Pond	4702.40	91,013
100-Year WSEL	4701.36	70,479
Top of Structure	4699.22	n/a
10-Year WSEL	4699.12	30,762
WQCV WSEL	n/a	n/a
Bottom of Pond	4696.81	0
Bottom of Structure	4696.81	0

Pond A4	Elevation	Volume (cubic ft)
Top of Pond	4690.00	266,692
100-Year WSEL	4688.98	209,517
Top of Structure	4688.00	n/a
10-Year WSEL	4687.94	154,634
WQCV WSEL	4687.39	118,107
Bottom of Pond	4683.40	0
Bottom of Structure	4683.40	0

Pond B1	Elevation	Volume (cubic ft)
Top of Pond	4809.65	215,935
100-Year WSEL	4808.59	169,824
Top of Structure	4806.26	n/a
10-Year WSEL	4806.16	73,739
WQCV WSEL	n/a	n/a
Bottom of Pond	4803.95	0
Bottom of Structure	4803.95	0

Pond B2	Elevation	Volume (cubic ft)
Top of Pond	4750.80	128,312
100-Year WSEL	4749.74	102,067
Top of Structure	4747.04	n/a
10-Year WSEL	4746.94	43,501
WQCV WSEL	n/a	n/a
Bottom of Pond	4744.10	0
Bottom of Structure	4744.10	0

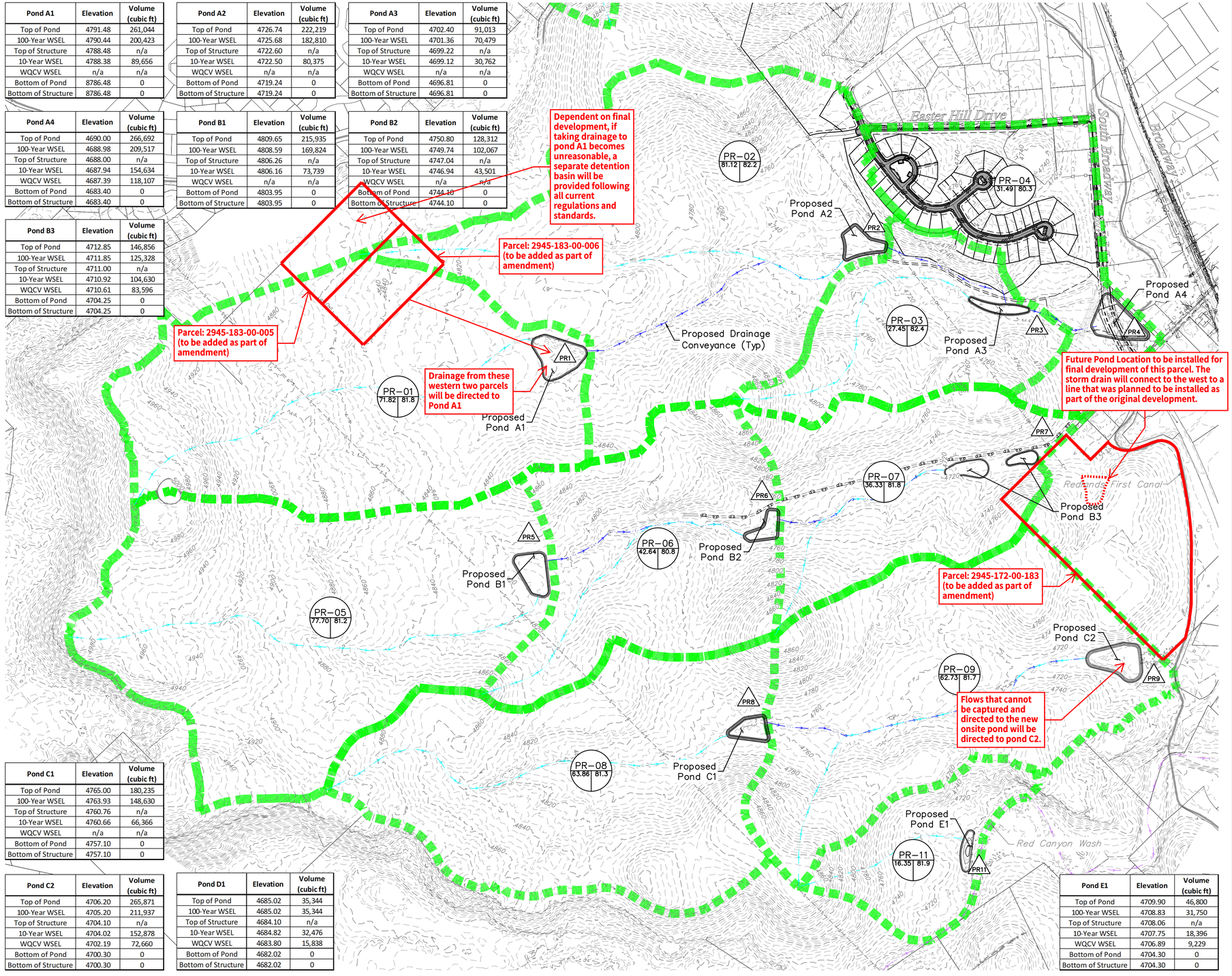
Pond B3	Elevation	Volume (cubic ft)
Top of Pond	4712.85	146,856
100-Year WSEL	4711.85	125,328
Top of Structure	4711.00	n/a
10-Year WSEL	4710.92	104,630
WQCV WSEL	4710.61	83,596
Bottom of Pond	4704.25	0
Bottom of Structure	4704.25	0

Pond C1	Elevation	Volume (cubic ft)
Top of Pond	4765.00	180,235
100-Year WSEL	4763.93	148,630
Top of Structure	4760.76	n/a
10-Year WSEL	4760.66	66,366
WQCV WSEL	n/a	n/a
Bottom of Pond	4757.10	0
Bottom of Structure	4757.10	0

Pond C2	Elevation	Volume (cubic ft)
Top of Pond	4706.20	265,871
100-Year WSEL	4705.20	211,937
Top of Structure	4704.10	n/a
10-Year WSEL	4704.02	152,878
WQCV WSEL	4702.19	72,660
Bottom of Pond	4700.30	0
Bottom of Structure	4700.30	0

Pond D1	Elevation	Volume (cubic ft)
Top of Pond	4685.02	35,344
100-Year WSEL	4685.02	35,344
Top of Structure	4684.10	n/a
10-Year WSEL	4684.82	32,476
WQCV WSEL	4683.80	15,838
Bottom of Pond	4682.02	0
Bottom of Structure	4682.02	0

Pond E1	Elevation	Volume (cubic ft)
Top of Pond	4709.90	46,800
100-Year WSEL	4708.83	31,750
Top of Structure	4708.06	n/a
10-Year WSEL	4707.75	18,396
WQCV WSEL	4706.89	9,229
Bottom of Pond	4704.30	0
Bottom of Structure	4704.30	0



UNCC Utility Notification Center 800.922.1987 www.uncc.org — Know what's below. Call before you dig. 811
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

Project Benchmark
MCSM 253 — 2.25" BRASS CAP
NE 1/16TH
SECTOPM 18
NORTHING: 38164.60
EASTING: 72374.92
ELEVATION: 4748.88
DATUM SOURCE: MCLCS Zone "GVA" (NAVD 88)

SCALE (FEET)
0 300 600
HORIZONTAL
VERTICAL: N/A
CONTOUR INTERVAL: 5 FT

PROJECT PHASE: Preliminary/Review — DATE ISSUED: 24.May.2023

NO.	DATE	REVISION	BY

S:\PROJECTS\1988 La Plata Communities, Inc\001 Redlands Three Sixty\Design\Master Drainage\01-DWG\1988-001 Fig 3 & 4.dwg [Fig4 – Overall] 7/6/2023 11:25:59 AM

PRELIMINARY

RIVER CITY CONSULTANTS
215 Pitkin Avenue, Unit 201, Grand Junction, CO 81501 — www.rccwest.com — Phone: 970.241.4722 Fax: 970.241.8841
DRAWN BY: ctr | PROJECT: 1988-001
CHECKED BY: jwm
ORIGINAL SHEET SIZE: 22"x34"

REDLANDS THREE SIXTY, LLC

Redlands 360 Master Drainage Study

Proposed Drainage Plan

Fig4

Redlands 360 Development – ODP Amendment/Annexation of 19 Acre Parcel

SUMMARY OF NEIGHBORHOOD INFORMATION MEETING
TUESDAY, OCTOBER 21, 2025, FROM 5:30 PM TO XXXPM
MONUMENT BAPTIST CHURCH, 486 23 ROAD, GRAND JUNCTION, CO

A neighborhood information meeting for the above-referenced projects was held Tuesday, October 21, 2025, at Monument Baptist, from 5:30 pm to 7:00 pm. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on October 8, 2025, per the mailing list received from the City of Grand Junction. There were approximately 37 people in attendance, including representatives from LaPlata Communities/Redlands 360; Jane Quimby, Project Manager, Doug Quimby, Cody Humphrey and Don Gravette. The City of Grand Junction was represented by Jessica Johnson, Zoning Supervisor. Also in attendance was Tracy States, Project Coordinator with River City Consultants, Inc.

Jane Quimby made introductions and explained the purpose of the meeting was to identify new areas being brought into the ODP/PD (Outline Development Plan/Planned Development zoning) and changes to the 2022 approved ODP. She then introduced Cody who gave a power point presentation.

Cody Humphrey began his presentation, a copy of which is included as an attachment to this summary. Cody showed the original ODP and the areas to be brought into the ODP. He stated the total area was approximately 628 acres, including Renaissance and Canyon Rim. Cody talked about the density, 1,300 – 1,750 units, with 6 acres of commercial and approximately 35 acres of parks.

Cody gave a summary of the submittal and made the following points:

- Will be amending the approved ODP to incorporate the additional 29 acres (two 5 acre parcels already in the city limits and one 19 acre parcel in the county, to be annexed into city limits).
- The ODP provides zoning and anticipates land use.
- The phasing and graphics will be updated.
- Implementation of outdoor lighting policy/dark sky lighting, limiting streetlights, etc.
- Would like to mimic what exists in Redlands Mesa.

Cody then showed the current approved plan and the new parcels in relation to the approved ODP. He explained that the density of the development is medium density, up to 12 units per acre. He explained that the "bubbles" shown on the approved ODP don't necessarily equate to development. The topography is very challenging and 12 units or higher density would work better on flatter ground, like the attached dwelling units in Filing 2. He said that the 29 acres would lean more toward single family detached product because of the topography. Questions/comments ensued.

The conversation had very little to do with the ODP Amendment/Annexation.

- Complaint about S. Broadway one-way street.
- How does traffic flow work?
    - Cody and Jane explained that there will be two roundabouts and turn lanes to calm traffic flow.
- Is 19 acre parcel next to S. Broadway?
    - No – separated by the ditch and a piece of land.
- Will there be access to the slide show?
    - Part of neighborhood meeting summary/public record.
- Project is too dense. Where are the buyers coming from?
    - Some out of state, some from other parts of Colorado. The original ODP was approved four years ago and was a very long process with many opportunities for public comment.
    - Jane noted that the project is an infill project and the City wanted higher density. This is a 25-year project to build out. The project may struggle to get to the minimum required density of 1,300 dwelling units.
- How much of the wetlands on the corner parcel are retained?
    - All.

Cody began to wrap up his presentation and the conversation shifted to traffic mitigation with the three added parcels. Cody explained that the added parcels don't generate enough traffic to change the existing traffic impact studies. Jane talked about current traffic mitigation including the roundabout at 23 Road and Broadway, planned left turn lanes and the planned internal round about, all of which will mitigate traffic and create a safer environment.

Questions about the annexation of roadways and what is the eventual plan for Hwy 340. Cody and Jane explained that the 340 roundabout will start as one lane but can accommodate two lanes based on the design. The City's ultimate plan is for 340 to become four lanes from Ridges Blvd. to Redlands Parkway. When the roadway is widened to four lanes, the roundabout will also be modified to accommodate two lanes of traffic.

Question about how irrigation will be handled. It was explained that the overall project has 75+ irrigation shares and only the common areas will be irrigated. It was also explained that the project will keep most of the trails and maintain current hillsides. The recent 500-year storm event and drainage issues were discussed. Drainage for county residents is an issue and they were advised to talk to the county about the existing issues.

The attendees brought up the power outages that are still regularly occurring. Jane explained that they had notifications of regular outages with regards to the irrigation pumps. She noted that the development is required to install infrastructure as they go, including transformers, lines, etc. The outages tend to occur when it is very windy or hot.

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The conversation shifted back to the ODP Amendment and dark sky policy. Cody reiterated that the phasing plan will likely change. He and Jane advised they are working with the city on the dark sky definition. Jane added that most existing residences are in the county and that the Redlands 360 development has to try and find a compromise that meets city code while providing a safe environment without overexposing. Redlands Mesa is a good example. The attendees wanted to know if there will be lighting limits on retail areas and the response was yes.

Final questions:

- Recap common areas/open space?
    - There are 11 parks, 7 trailheads or about 1/3 of the total acreage.
- When will construction of Filing 2 begin.
    - February 2026
- Filings 3 and 4?
    - About the same time.

The meeting adjourned at 7 PM.

RIVER CITY CONSULTANTS, INC. ■ 215 PITKIN AVENUE, UNIT 201 ■ GRAND JUNCTION, COLORADO 81501 ■ 970.241.4722

Tuesday, October 21, 2025
Redlands 360 Proposed Annexation and Amended PD ODP
Adding approximately 29 acres (10 already in the City limits and 19 to be annexed)
Neighborhood Information Meeting – 5:30 PM
Monument Baptist Church
Located at 486 23 Road, Grand Junction, CO

Name	Address	Phone/Email
1. Lynn & Tyler	399 MIRADA CT	LYNN_MANAHAN@hotmail.com
2. Jack Rogan	434 Athens Way	johnfrogan@yahoo.com
3. Kristl Holtz	2285 S. Arriba Cr. GJ	Kristlhtz16@yahoo.com
4. Kathy Weida	392 Caprock Ct	lasvegaskat36@hotmail.com
5. Denise & Sarah	204 Easter Hill Dr	denthom1958@msn.com
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Neighborhood Information Meeting – 5:30 PM
Monument Baptist Church
Located at 486 23 Road, Grand Junction, CO

Name	Address	Phone/Email
1. RondaBoenda Wuthers	2305 S BROADWAY	970-210-9900
2. Sarah + Mark Caldwell	2281 Holy Cross Ct	972-998-5716
3. Wendy Beckius	203 Easter Hill Dr.	970-379-2155
4. Douglas Scott	2219 RENAISSANCE BLVD	402-479-3268
5. Pam & Craig Tate	2225 Redlands PKWY	970-618-5445
6. Tom & Diana Baergsten	2307 S. Broadway	970-241-1798
7. Carol Coburn	108 Columbine Ct	970-778-1209
8. Steve & Natalie Hosch	2284 Holy Cross Ct.	
9. Betty Balko	1210 Mesa Grande Dr.	970-260-8032
10. Jimmy Cripple	442 Montero	970-471-3343
11. Doug Quimby	422 E Vermijo, Colorado Springs	
12. Sue Smith	2217 Renaissance Blvd	
13. Tracy Stukes - RCC		
14. Jarl Quimby		
15. Jessica Johnsen City Cg		
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Tuesday, October 21, 2025
Redlands 360 Proposed Annexation and Amended PD ODP
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Neighborhood Information Meeting – 5:30 PM
Monument Baptist Church
Located at 486 23 Road, Grand Junction, CO

Name	Address	Phone/Email
1. Cheryl Cable	403 Mirada Ct.	
2. Dan O'Neil	214 Eastern Hill Dr.	
3. Steve Cable	403 Mirada Ct.	
4. Brittney Archie	2220 Da Vinci	
5. Kip Archie	2220 Da Vinci	
6. Jan Di Girolamo	2282 Holy Cross CT	
7. Dan & LaDonna Salamon	2290 S Broadway	
8. Don Gravette	422 E Wermijo CO	don.gravette@onela Pinta.us
9. Melissa Connor	2219 Rewhissang Blvd	
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2 EMBS TRUST
120 MESA GRANDE
GRAND JUNCTION CO 81507

2241 S BROADWAY LLC
1985 1/2 S BROADWAY
GRAND JUNCTION CO 81507

ABBOTT WILLIAM ALLEN
ABBOTT ROBERTA JEAN
435 RENAISSANCE CT
GRAND JUNCTION CO 81507

ALDOUS ZOE
449 S CAMP RD
GRAND JUNCTION CO 81507

ALLEN TODD
ALLEN KARI J
2140 SLOPE CREEK AVE
GRAND JUNCTION CO 81505

ANDERSON THOMAS MICHAEL
ANDERSON LINDSAY NICOLE
3393 FLORENCE WAY
DENVER CO 80238

ANDREWS WILLIAM M
ANDREWS ELENA J, HART LEANNE G &
CALABRESE KERRYN J GRANTEE
BENEFICIARIES
375 CAPROCK DR
GRAND JUNCTION CO 81507

ANN W LEWIS UTA DATED APR 30 2015
SARGENT DALE
370 TEEGAN CT
GRAND JUNCTION CO 81507

APP TRUST
2216 DA VINCI PL
GRAND JUNCTION CO 81507

ARCHIE KIP DAVID
ARCHIE BRITTNEY NICOLE
2220 DA VINCI PL
GRAND JUNCTION CO 81507

ATCHLEY WILLIAM W
402 ALTAMIRA CT
GRAND JUNCTION CO 81507

ATKINS MITCHELL TALMADGE
ATKINS TRACY TWINN
221 ALCOVE DR
GRAND JUNCTION CO 81507

BAKER MICHAEL L
354 TEEGAN CT
GRAND JUNCTION CO 81507

BARGSTEN TOM S
BARGSTEN DIANA L
2307 S BROADWAY
GRAND JUNCTION CO 81507

BEAN JARED LEE
BEAN JAMI F
113 E ALCOVE DR
GRAND JUNCTION CO 81507

BECKIUS JOHN M
BECKIUS WENDY K
203 EASTER HILL DR
GRAND JUNCTION CO 81507

BELATTI DANIEL A
BELATTI HEIDI L
447 RENAISSANCE CT
GRAND JUNCTION CO 81507

BENNETT BETTY C
2324 S BROADWAY
GRAND JUNCTION CO 81507

BENNETT MICHAEL P
BENNETT TARA G
2270 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

BERGUER ALEXANDRA
COYLE BENJAMIN T
2199 S BROADWAY
GRAND JUNCTION CO 81507

BIGUM ALFRED BUSBY
BIGUM EDITH MARIE
432 ATHENS WAY
GRAND JUNCTION CO 81507

BIRD WILLIAM
BIRD MEREDITH K
200 EASTER HILL DR
GRAND JUNCTION CO 81507

BLAYLOCK CLINT
BLAYLOCK DANYIELLE
404 MIRADA CT
GRAND JUNCTION CO 81507

BLM
2815 H RD
GRAND JUNCTION CO 81506

BOARDWINE GWEN A
2287 HOLY CROSS CT
GRAND JUNCTION CO 81507

BOGART JASON
BOGART SARAH
212 EASTER HILL DR
GRAND JUNCTION CO 81507

BONAN-HAMADA CATHERINE M
BONAN-HAMADA EDWARD K
432 MONTERO ST
GRAND JUNCTION CO 81507

BOOTH ROBERT L
BOOTH ANDREA A
394 MIRADA CT
GRAND JUNCTION CO 81507

BRIGHTSTAR GOLF REDLANDS MESA
LLC
2325 W RIDGES BLVD
GRAND JUNCTION CO 81507

BROOM JEFFREY
2308 S BROADWAY
GRAND JUNCTION CO 81507

BUBAR RONNIE D
2333 S BROADWAY
GRAND JUNCTION CO 81507

BUTLER BRADLEY E
BUTLER BARBARA R, KMAIGIATTD TRST
DTD NOV 22 2019 GRANTEE BENEFICIARY
429 RIO VISTA RD
GRAND JUNCTION CO 81507

BUTSON JOSHUA LINCOLN
BUTSON TARA MAE
358 CAPROCK DR
GRAND JUNCTION CO 81507

CABLE STEVEN W
CABLE CHERYL A
403 MIRADA CT
GRAND JUNCTION CO 81507

CALDWELL SARAH DEW
CALDWELL JOHN MARK
2281 HOLY CROSS CT
GRAND JUNCTION CO 81507

CAMELOT INVESTMENTS LLC
809 LAKESIDE DR
CARBONDALE CO 81623

CHMURA BRUCE T
CHMURA SHARON F
437 MEADOWS WAY
GRAND JUNCTION CO 81507

CITY OF GRAND JUNCTION
JESSICA JOHNSEN
250 N 5TH ST
GRAND JUNCTION CO 81501

CLUB VILLAS HOMEOWNERS
ASSOCIATION INC
2325 W RIDGES BLVD
GRAND JUNCTION CO 81507

COFFELT CHRIS
COFFELT MELANIE
2283 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

COHAN WILLIAM T
COHAN A R
2293 BROADWAY
GRAND JUNCTION CO 81507

COHEE JONATHAN LEE
COHEE STEFANIE ANN
2318 LONETREE
GRAND JUNCTION CO 81507

COHEN SETH HOWARD
COHEN JEANNE LYNETTE
2266 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

COLE MATTHEW W
477 23 RD
GRAND JUNCTION CO 81507

COLEMAN TYLER L
MILLOY HANNAH E
2286 HOLY CROSS CT
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
356 CAPROCK DR
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
440 RUST CT
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
445 ATHENS WAY
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
446 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

CONNOR & SCOTT LIVING TRUST
DATED AUG 8 2019
2219 RENAISSANCE BLVD
GRAND JUNCTION CO 81507

COPELAND JEFFREY T
COPELAND KATHLEEN M
448 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

COPPLE JAMES
9299 GYPSUM CREEK RD
GYPSUM CO 81637

CRUM STEVEN C
CRUM SANDRA K
383 CAPROCK DR
GRAND JUNCTION CO 81507

CULLINANE FAMILY LIV TRST U/A DTD
JAN 6 2022
2216 TUSCANY AVE
GRAND JUNCTION CO 81507

CUMMINGS RONALD R
CUMMINGS NANCY ELLEN
449 RENAISSANCE CT
GRAND JUNCTION CO 81507

CUNNINGHAM BARRY K
HURST KAREN J
2221 TUSCANY AVE
GRAND JUNCTION CO 81507

DATRI EDWARD JR
DATRI CECILIA
2289 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

DEMUTH MICHAEL J
DEMUTH GRETCHEN D
2281 S BROADWAY
GRAND JUNCTION CO 81507

DERE BRIAN
DERE JENNIFER
1173 23 1/2 RD
GRAND JUNCTION CO 81505

DESROSIERS DON C
455 WILDWOOD DR
GRAND JUNCTION CO 81507

DISTINCTIVE DESIGN BUILD LLC
566 W CRETE CIR UNIT 4
GRAND JUNCTION CO 81505

DIX LAUREN
THOMPSON STEPHEN L
366 CAPROCK DR
GRAND JUNCTION CO 81507

DONALDSON KURTZ LIVING TRUST
DATED JUN 2 2017
2214 CANYON RIM DR
GRAND JUNCTION CO 81507

DUNCAN DARRELL LANE
DUNCAN MICHELE MARIE
449 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

DURHAM CHRISTOPHER SCOTT
DURHAM JEANETTE MARIE
396 MIRADA CT
GRAND JUNCTION CO 81507

ERB ROCKY
ANN ERB LORI
444 MONTERO ST
GRAND JUNCTION CO 81507

FITZGERALD STEPHEN J
FITZGERALD SHERYL S
441 ATHENS WAY
GRAND JUNCTION CO 81507

FIXTURE STUDIO CONSTRUCTION &
DEVELOPMENT LLC
600 ROOD AVE STE 301
GRAND JUNCTION CO 81501

FORD SCOTT
FORD SHANNA
386 TEEGAN CT
GRAND JUNCTION CO 81507

FOWLER MICHAEL H
440 MONTERO ST
GRAND JUNCTION CO 81507

FREEMAN DANIEL ADAM
FREEMAN KATHERINE
2879 MESA AVE
GRAND JUNCTION CO 81501

FREEMAN DOUGLAS
FREEMAN ANUPAMA
438 RENAISSANCE CT
GRAND JUNCTION CO 81507

GAASCHE GLENN
GAASCHE BARBARA
2286 S BROADWAY
GRAND JUNCTION CO 81507

GALLEGOS-MARTINEZ ALLISON
AMBRIZ AMBRIZ DANIEL
424 LOIS ST
CLIFTON CO 81520

GARRISON DANIEL ALAN
BELL SARAH ANNE
2217 TUSCANY AVE
GRAND JUNCTION CO 81507

GAURMER ZACKARY D
GAURMER JAIME A
103 ALCOVE DR
GRAND JUNCTION CO 81507

GECHTER CHARLIE
ECHTER WENDI
218 EASTER HILL DR
GRAND JUNCTION CO 81507

GEE VICTORIA L
BOERNER SEAN
2289 HOLY CROSS CT
GRAND JUNCTION CO 81507

GIALLANZA CHARLES A
GIALLANZA TRISHA A
2223 TUSCANY AVE
GRAND JUNCTION CO 81507

GNEISS HOME LLC
611 24 RD UNIT 1
GRAND JUNCTION CO 81505

GODS COUNTRY HOMES LLC
1173 23 1/2 RD
GRAND JUNCTION CO 81505

GOETZMANN CUSTOM HOMES INC
PO BOX 331
MONUMENT CO 80132

GOETZMANN PHILIP A
7595 WINDING OAKS DR
COLORADO SPRINGS CO 80919

GONYEAU JAY E
GONYEAU LEAH L, GONYEAU BRADFORD
JAY GRANTEE BENEFICIARY
381 CAPROCK DR
GRAND JUNCTION CO 81507

GONZALES JEROME
364 TEEGAN CT
GRAND JUNCTION CO 81507

GONZALEZ ERIC A
GONZALEZ ERICA
985 MARTINGROVE CT
WESTERVILLE OH 43081

GOODWILL MICHAEL E
GOODWILL CLIFFORD L
437 RUST CT
GRAND JUNCTION CO 81507

GRAND JUNCTION LAND COMPANY
LLC
600 HOPKINS AVE STE 303
ASPEN CO 81611

GRAND VALLEY INVESTMENT GROUP
LLC
1755 TELSTAR DR STE 109
COLORADO SPRINGS CO 80920

GRAND VALLEY INVESTMENT GROUP LLC
REDLANDS THREE SIXTY LLC, JANE
QUIMBY
422 E VERMIJO AVE STE 100
COLORADO SPRINGS CO 80903

GUNTER THOMAS A
GUNTER JUANITA
451 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

GUSTAFSON BRYCE
106 1/2 EASTER HILL DR
GRAND JUNCTION CO 81507

GUTHRO JAMES P
GUTHRO NICOLEENA M
380 CAPROCK DR
GRAND JUNCTION CO 81507

HALL SCOTT T
HALL LAUREN E
2215 TUSCANY AVE
GRAND JUNCTION CO 81507

HALLIDAY STEVAN W
DALLAGO REGINA A
395 MIRADA CT
GRAND JUNCTION CO 81507

HAMON STANLEY A
HAMON PAMELA H
434 RUST CT
GRAND JUNCTION CO 81507

HARAWAY JAMES A
MARTHA C HARAWAY
377 CAPROCK DR
GRAND JUNCTION CO 81507

HARMELING MICHAEL B
HARMELING CASSIE C
103 N EASTER HILL DR
GRAND JUNCTION CO 81507

HARRIS DANIEL L
HARRIS JENNIFER C
396 CAPROCK CT
GRAND JUNCTION CO 81507

HARRIS JUSTIN D
2225 TUSCANY AVE
GRAND JUNCTION CO 81507

HARSHA MARK
HARSHA DANEEN M
376 CAPROCK DR
GRAND JUNCTION CO 81507

HARTSFIELD ELLEN ATHENA
211 OAK DR
DURANGO CO 81301

HASTY TINA
HASTY SHAWN
2287 BROADWAY
GRAND JUNCTION CO 81507

HAUER KYLA ANN
470 23 RD
GRAND JUNCTION CO 81507

HECKEL TIMOTHY L
HECKEL CLAUDIA L
445 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

HEMSTAD ERIK A
393 MIRADA CT
GRAND JUNCTION CO 81507

HERBERT & LAURIE AM HOLZBAUER
LIV TRST DTD AUG 29 2017
506 BLEVINS RD
GRAND JUNCTION CO 81507

HERRERA JUAN ESPINOZA
ESPINOZA LILY
2299 BROADWAY
GRAND JUNCTION CO 81507

HILL KIM
2276 HOLY CROSS CT
GRAND JUNCTION CO 81507

HOAGLUND ROGER M
HOAGLUND DELORES J
2239 S BROADWAY
GRAND JUNCTION CO 81507

HOFFMAN MICHAEL R
GOAD DOLORES S
401 MIRADA CT
GRAND JUNCTION CO 81507

HOLTZ PETER G
3204 RAYBURN ST
LAS VEGAS NM 87701

HOOPER DANIEL JR
HOOPER CARRIE
2269 HOLY CROSS WAY
GRAND JUNCTION CO 81507

HOSKIN GREGORY K
HOSKIN DOROTHY D
411 RIO VISTA RD
GRAND JUNCTION CO 81507

HOUK RICHARD D
HOUK THERESE L
398 CAPROCK CT
GRAND JUNCTION CO 81507

HOWARD CRAIG A
HOWARD LAURA A
2292 S ARRIBA CIR
GRAND JUNCTION CO 81507

HOWARD JOHN V JR
HOWARD VALERIE MARIE
360 CAPROCK DR
GRAND JUNCTION CO 81507

HUSCH STEVEN C
HUSCH NATALIE A
2284 HOLY CROSS CT
GRAND JUNCTION CO 81507

HYATT FAMILY TRUST DATED
09/21/2004
2262 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

HYDE DUSTIN
2296 BROADWAY
GRAND JUNCTION CO 81507

JANE CLEVINGER FAMILY TRUST
2536 RIMROCK DR #319
GRAND JUNCTION CO 81505

JEFFREY A SMITH & SUE A MITCHELL-SMITH REV TRST APR 19 2017 RESTATEMENT
2217 RENAISSANCE BLVD
GRAND JUNCTION CO 81507

JIMTOWN ENTERPRISES LLC
2500 BROADWAY UNIT B PMB 235
GRAND JUNCTION CO 81507

JLC MAGNUS LLC
2125 BUTTERFIELD DR #225
TROY MI 48084

JOHNSON EMERY C
JOHNSON DARLENE
2325 1/2 S BROADWAY
GRAND JUNCTION CO 81507

JOHNSON FAMILY TRUST DATED OCT 29 2018
4006 CAMINITO TERVISO
SAN DIEGO CA 92122

JOHNSON KYLE R
JOHNSON TRICIA L F
437 RENAISSANCE CT
GRAND JUNCTION CO 81507

JORGENSEN GARY JOHN
JORGENSEN COLLEEN KAY
385 CAPROCK DR
GRAND JUNCTION CO 81507

JOY AMY
434 MEADOWS WAY
GRAND JUNCTION CO 81507

KEMPA RICHARD P
STRINGHAM FERN M
2309 BROADWAY
GRAND JUNCTION CO 81507

KENAGY RICHARD T
KENAGY ALLYSON R
2288 S BROADWAY
GRAND JUNCTION CO 81507

KENDALL DONALD E
KENDALL JULIE D
360 TEEGAN CT
GRAND JUNCTION CO 81507

KERSHAW GARY J
KERSHAW LAURIE K
1205 W 11TH CT
BROOMFIELD CO 80020

KILLE NANCY L
KILLE RANDALL GENE
433 RUST CT
GRAND JUNCTION CO 81507

KINNICK RAYMOND THOMAS JR
206 EASTER HILL DR
GRAND JUNCTION CO 81507

KINSEY FAMILY TRUST DATED APR 6 2016
356 TEEGAN CT
GRAND JUNCTION CO 81507

KINTZ DANIEL C
KINTZ KIMBERLY M
436 MONTERO ST
GRAND JUNCTION CO 81507

KLINETOBE DONALD
KLINETOBE LEANN
447 ATHENS WAY
GRAND JUNCTION CO 81507

KOLLAR STEVEN W
THON-KOLLAR LISA ANN
433 RENAISSANCE CT
GRAND JUNCTION CO 81507

LAIBLE JASON
436 ATHENS WAY
GRAND JUNCTION CO 81507

LAPLANTE JOHN B
LAPLANTE LAURIE L
404 MONTERO ST
GRAND JUNCTION CO 81507

LECRONE SCOTT W
LECRONE CAROL L
2327 S BROADWAY
GRAND JUNCTION CO 81507

LEONARD DARIN J
367 TEEGAN CT
GRAND JUNCTION CO 81507

LESJAK TEGAN J
LESJAK KELLEY M
2297 BROADWAY
GRAND JUNCTION CO 81507

LEWTON JAMES B
LEWTON SHANNON M
106 EASTER HILL CT
GRAND JUNCTION CO 81507

LIBERTY BAPTIST CHURCH
450 S CAMP RD
GRAND JUNCTION CO 81507

LIKOVICH STEVEN
LIKOVICH SUSAN J
445 RENAISSANCE CT
GRAND JUNCTION CO 81507

LITTEN GREGORY
LITTEN BRIDGET
2288 HOLY CROSS CT
GRAND JUNCTION CO 81507

LOPEZ CHRISTINA
LOPEZ RENNATO
2271 HOLY CROSS WAY
GRAND JUNCTION CO 81507

LOWER VALLEY HOSPITAL ASSOCIATION
300 W OTTLEY AVE
FRUITA CO 81521

LUCERO CATHERINE S
SCHULTZ DEZJAX GRANTEE
BENEFICIARY
437 ATHENS WAY
GRAND JUNCTION CO 81507

MAEZ SHIELA
MAEZ THOMAS, SIMPLEMAN JOYCE D,
SIMPLEMAN ROBERT J
2231 MOWRY DR
GRAND JUNCTION CO 81507

MANAHAN LYNN R
399 MIRADA CT
GRAND JUNCTION CO 81507

MANN KRISTIN
2243 S BROADWAY
GRAND JUNCTION CO 81507

MANZANAREZ MONICA J
MANZANAREZ JOSEPH A
2214 TUSCANY AVE
GRAND JUNCTION CO 81507

MARCHAL BERTRAND
MARCHAL LAURA
PO BOX 2347
TELLURIDE CO 81435

MARILYN KAY SCHIVELEY FAMILY TRST
DTD MAR 22 2005
DOWLING-STEINBACH TRUST DATED OCT 6
2006
1067 LEDGESTONE DR
FOLSOM CA 95630

MARK THOMAS STOLTE REV TRST
DTD JUN 7 2022
2297 LONETREE
GRAND JUNCTION CO 81507

MARTINEZ JUAN
2305 BROADWAY
GRAND JUNCTION CO 81507

MATTFAM MARITAL TRUST
MATTFAM FAMILY TRUST
2525 DOTTIE LN UNIT B
GRAND JUNCTION CO 81506

MATTHEW KENT & JOANNA MARIE
DIERS LIVING TRUST
537 36 3/4 RD
PALISADE CO 81526

MATTHEWS LARRY I
COLLIER VANESSA L
8919 RUM RUNNER PL
BRADENTON FL 34212

MAVES CONSTRUCTION INC
2524 W PINYON AVE STE A
GRAND JUNCTION CO 81505

MBJ FAMILY LLC
2347 S RIM DR
GRAND JUNCTION CO 81507

MCILNAY DAVID
MCILNAY LORNA
438 ATHENS WAY
GRAND JUNCTION CO 81507

MCKISSEN JANET L
MCKISSEN JERRY L
217 EASTER HILL DR
GRAND JUNCTION CO 81507

MCLEMORE ERIN E
411 MIRADA CT
GRAND JUNCTION CO 81507

MEADOWLARK ON BROADWAY LLC
424 E MAYFIELD DR
GRAND JUNCTION CO 81507

MESTAS LANCE A
CADAVAL MARGIE B
445 S CAMP RD
GRAND JUNCTION CO 81507

MINNICK TYLER J
MINNICK ANDREA P
359 TEEGAN CT
GRAND JUNCTION CO 81507

MITCHELL ROBIN R
2295 LONETREE
GRAND JUNCTION CO 81507

MJCL3 LLC
451 S CAMP RD
GRAND JUNCTION CO 81507

MONROE STUART R
MONROE LOIS R
1102 GOLDENROD CIR
BROOMFIELD CO 80020

MONTALBANO TONY
MONTALBANO HEATHER MARIE
2536 RIMROCK AVE STE 400-344
GRAND JUNCTION CO 81505

MONUMENT BAPTIST CHURCH
PO BOX 1327
GRAND JUNCTION CO 81502

MORGAN DIANA L
MORGAN RICKY E
198 EASTER HILL DR
GRAND JUNCTION CO 81507

MUSEUM OF WESTERN COLORADO
PO BOX 20000-5020
GRAND JUNCTION CO 81502

NEELY JAMES M
WHITEFIELD-NEELY SUSAN K
435 ATHENS WAY
GRAND JUNCTION CO 81507

NESTE MICHAEL
WOODMORE KIRRILY
726 MALACHI ST
GRAND JUNCTION CO 81507

NEWITT MARK D
NEWITT TAMEE J
2291 BROADWAY
GRAND JUNCTION CO 81507

NEWMAN SHARRON L
ALLEN LOGAN
391 MIRADA CT
GRAND JUNCTION CO 81507

NORRIS PATRICK
MANDERSCHEID ANGELA
444 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

NOVAK MARY S
NOVAK ANGELA M
443 ATHENS WAY
GRAND JUNCTION CO 81507

NUTTALL MICHAEL J
NUTTALL MARY JO
2327 1/2 S BROADWAY
GRAND JUNCTION CO 81507

OCONNOR WILLIAM J
OCONNOR SUSAN A
438 RUST CT
GRAND JUNCTION CO 81507

ODONNELL FAMILY TRUST
379 CAPROCK DR
GRAND JUNCTION CO 81507

ONECOLORADO LTD
300 MAIN ST STE 302
GRAND JUNCTION CO 81501

O'NEIL BEVERLY C
214 EASTER HILL DR
GRAND JUNCTION CO 81507

OTT SARAH L
THOMPSON DENISE M
204 EASTER HILL DR
GRAND JUNCTION CO 81507

PARSONS GREG T
2219 TUSCANY AVE
GRAND JUNCTION CO 81507

PAUL ERIC
PAUL LAURA E
447 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

PEARSON JOSHUA D
2298 BROADWAY
GRAND JUNCTION CO 81507

PETERMAN NOAH J
439 RUST CT
GRAND JUNCTION CO 81507

PETERSON ALICE L
PETERSON BRIAN
1503 W COLLEGE DR
CHEYENNE WY 82007

PIATANESI JOHN W
PIATANESI DAWN M
374 CAPROCK DR
GRAND JUNCTION CO 81507

PLIENESS RYAN CHARLES
PLIENESS STEPHANIE MARIE
210 EASTER HILL DR
GRAND JUNCTION CO 81507

PODOLL JOSHUA S
2228 S BROADWAY
GRAND JUNCTION CO 81507

POLLARD COURTNEY KIERSTEN
SHEMONSKI MICHAEL ANTHONY
2254 N EASTER HILL DR
GRAND JUNCTION CO 81507

POTYONDY ISTVAN
POTYONDY MARTHA M
452 ATHENS WAY
GRAND JUNCTION CO 81507

PRICE JAY A
PRICE BARBARA E; ROSSMAN JENNIFER S,
PRICE JOSEPH A & ELIZABETH G GRANTEE
BENEFICIARIES
436 RUST CT
GRAND JUNCTION CO 81507

PRUETT HOMES LLC
3313 E IMPALA AVE
MESA AZ 85204

PRUITT LORRAINE MARIE
PRUITT RONALD RALPH
2285 HOLY CROSS CT
GRAND JUNCTION CO 81507

RAMSEY GREGORY
RAMSEY DANETTE
208 EASTER HILL DR
GRAND JUNCTION CO 81507

RATTAN LINDA C
2226 S BROADWAY APT #1
GRAND JUNCTION CO 81507

REDLANDS 360 METROPOLITAN
DISTRICT NO 9
REDLANDS THREE SIXTY LLC
9540 FEDERAL DR STE 200
COLORADO SPRINGS CO 80921

REDLANDS 360/GJLC
KRISTEN ASHBECK
380 SORREL ST
GRAND JUNCTION CO 81501

REDLANDS COMMUNITY CHURCH
2327 BROADWAY
GRAND JUNCTION CO 81507

REDLANDS PENTECOSTAL CHURCH OF
GOD
COLORADO DISTRICT PENTECOSTAL
CHURCH OF GOD
100 VISTA GRANDE RD
GRAND JUNCTION CO 81507

REDLANDS WATER & POWER
COMPANY
2216 S BROADWAY
GRAND JUNCTION CO 81507

REID SCOTT E
REID ELLEN A
440 RENAISSANCE CT
GRAND JUNCTION CO 81507

RENAISSANCE 360 HOMEOWNERS ASSOCIATION
1755 TELSTAR DR STE 211
COLORADO SPRINGS CO 80920

RHEIN JASON A
RHEIN KATHY D
202 EASTER HILL DR
GRAND JUNCTION CO 81507

RILEY DAVID K
101 ALCOVE DR
GRAND JUNCTION CO 81507

RISKEY KENNETH W
RISKEY KATHLEEN C
409 MIRADA CT
GRAND JUNCTION CO 81507

RITCHIE ANDREW J
VANDERBUSH DANI J
2307 BROADWAY
GRAND JUNCTION CO 81507

ROBERT M RICKETTS & DONNA A SCHULTZ FAMILY TRUST
446 MONTERO ST
GRAND JUNCTION CO 81507

ROBERT S & KATRINIA D BRISTOL TRSTEES OF ROBERT S & KATRINA D BRISTOL REV LIV TRST DTD 2/16/2019
448 ATHENS WAY
GRAND JUNCTION CO 81507

ROBERTS MICHAEL D
2336 MERIDIAN CT
GRAND JUNCTION CO 81507

ROGAN FAMILY LIVING TRUST
ROGAN JOHN F & JUDITH L TRUSTEES
434 ATHENS WAY
GRAND JUNCTION CO 81507

ROSELYNN HUGHES LIVING TRUST
2229 REDLANDS PKWY
GRAND JUNCTION CO 81507

ROSENBERG FAMILY TRUST
365 TEEGAN CT
GRAND JUNCTION CO 81507

ROSS TERRY
439 MEADOWS WAY
GRAND JUNCTION CO 81507

SALAMUN DANIEL L
SALAMUN LADONNA F
2290 S BROADWAY
GRAND JUNCTION CO 81507

SASSO JOHN A
SASSO BONNIE J
2268 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

SAYLOR CLARENCE MICHAEL
SAYLOR JODI E
2222 RENAISSANCE BLVD
GRAND JUNCTION CO 81507

SCHEDLER SHERRY A KIM
431 RENAISSANCE CT
GRAND JUNCTION CO 81507

SCHNELL RICHARD H
SCHNELL CATHRYN E
2288 1/2 S BROADWAY
GRAND JUNCTION CO 81507

SCHWEIZER RICHARD J
SCHWEIZER VICKI A
397 S CAMP RD
GRAND JUNCTION CO 81507

SCULLY DAVID C
HARKNESS CHRISTINE R
444 RENAISSANCE CT
GRAND JUNCTION CO 81507

SEAGREN THOMAS
SEAGREN SHARI
454 ATHENS WAY
GRAND JUNCTION CO 81507

SHANNON WILLIAM M
CRICKMER ANNA M
110 COLUMBINE CT
GRAND JUNCTION CO 81507

SHAPIRO ESTHER M
CARLIN JOAN DOROTHY
435 RUST CT
GRAND JUNCTION CO 81507

SHEA JAMES K
SHEA THERESA O
438 MEADOWS WAY
GRAND JUNCTION CO 81507

SIKULE DAVID M
SIKULE JESSICA D
453 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

SIMMERMAN OTTO
SIMMERMAN MELANIE
9946 ETLING DR
MARSHALLVILLE OH 44645

SISSON WILLIAM TODD
397 MIRADA CT
GRAND JUNCTION CO 81507

SKY VIEW PROPERTIES
588 GRAND CASCADE WAY
GRAND JUNCTION CO 81501

SMITH PEGGY A
SMITH SILAN D; SMITH SHANNON D & SPALDING HEATHER S GRANTEE BENEFICIARIES
378 CAPROCK DR
GRAND JUNCTION CO 81507

SPANGLER MICHAEL A
SPANGLER NANCY J
450 ATHENS WAY
GRAND JUNCTION CO 81507

STARLIETH LLC
2879 1/2 NAVAJO WAY
GRAND JUNCTION CO 81506

STEELE MATTHEW M
STEELE HEATHER H
413 MIRADA CT
GRAND JUNCTION CO 81507

STELMACH LAWRENCE JOSEPH
STELMACH JOLENE ANN
2221 DA VINCI PL
GRAND JUNCTION CO 81507

SUMNER JOSEPH LORENZO
HAGERMAN NANCY ADAMS
2282 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

SUSCO SHANNAN
SUSCO NICHOLAS S III
354 CANYON RIM TRAIIL
GRAND JUNCTION CO 81507

SWARTZ KYLE
SWARTZ JENELLE
444 ATHENS WAY
GRAND JUNCTION CO 81507

TATE CRAIG L
TATE PAMELA A
2225 REDLANDS PKWY
GRAND JUNCTION CO 81507

TAYLOR DEAN A
2295 BROADWAY
GRAND JUNCTION CO 81507

THOMPSON DAVID A
THOMPSON MEGAN J
423 RIO VISTA RD
GRAND JUNCTION CO 81507

THOMPSON DONALD L
THOMPSON MARILYN A
443 MONTERO ST
GRAND JUNCTION CO 81507

TOMAS CELAYETA TRUST DATED JUN 15 2016
1155 20 RD
FRUITA CO 81521

TRUNZO DONALD
TRUNZO DEBORAH L
388 CAPROCK CT
GRAND JUNCTION CO 81507

TRUST AGREEMENT #1 JAN DI GIROLAMO
2282 HOLLY CROSS CT
GRAND JUNCTION CO 81507

TURNER STEVEN
TURNER KELLEY
2292 S BROADWAY
GRAND JUNCTION CO 81507

UTE WATER CONSERVANCY DISTRICT
PO BOX 460
GRAND JUNCTION CO 81502

VANDERVIEREN DAVID
442 ATHENS WAY
GRAND JUNCTION CO 81507

VANSICKLE RICHARD
PEARSON ANNE
353 CANYON RIM TRAIL
GRAND JUNCTION CO 81507

VAT LAM
2219 DA VINCI PL
GRAND JUNCTION CO 81507

VESELY KENNETH D
VESELY CONNIE J
2294 BROADWAY
GRAND JUNCTION CO 81507

WACKER MARTIN
PRUITT RIE
117 EASTER HILL DR
GRAND JUNCTION CO 81507

WALKER DONALD A
MILLER LORELEI J
408 MIRADA CT
GRAND JUNCTION CO 81507

WARNER MICHAEL S
407 MIRADA CT
GRAND JUNCTION CO 81507

WARR RYAN J
WARR LAVINIA I
2274 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

WATERS RONALD G
WATERS BRENDA; WATERS ANGIE R & CLINTON J GRANTEE BENEFICIARIES
2305 S BROADWAY
GRAND JUNCTION CO 81507

WEBB DEE ANN
WEBB MARK H
105 N EASTER HILL DR
GRAND JUNCTION CO 81507

WEBER ERIN KATHERINE
WEBER MARY
2296 S BROADWAY
GRAND JUNCTION CO 81507

WEIDA P MARK
WEIDA KATHLEEN A
392 CAPROCK CT
GRAND JUNCTION CO 81507

WELCH JOHN T
COBURN CAROL A
108 COLUMBINE CT
GRAND JUNCTION CO 81507

WHITCOMB JOHN F
WHITCOMB NUALA P, MAEZ SHIELA & THOMAS, WERTZ SHERRY L
484 22 1/4 RD
GRAND JUNCTION CO 81507

WHITESIDE GRIFFIN
WHITESIDE PATRICIA
2272 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

WIBBELSMAN CHRISTOPHER JOSEPH
WIBBELSMAN CHERIE JEAN
370 CAPROCK DR
GRAND JUNCTION CO 81507

WIBBELSMAN RICHARD D
WIBBELSMAN JUDITH ANN
446 ATHENS WAY
GRAND JUNCTION CO 81507

WILBOURN MICHAEL R
WILBOURN DOROTHY W
2294 S BROADWAY
GRAND JUNCTION CO 81507

WILKEY MARTIN F
WILKEY VICKI LOUISE
2273 HOLY CROSS WAY
GRAND JUNCTION CO 81507

WILLIAM G & KAYE F BUXMAN REV
TRST DTD 12/7/96
2269 N EASTER HILL DR
GRAND JUNCTION CO 81507

WILLIAMS CHRISTOPHER S
WILLIAMS ERIN K
104 N EASTER HILL DR
GRAND JUNCTION CO 81507

WILLIAMS CLIFFORD M
WILLIAMS CYNTHIA G
358 TEEGAN CT
GRAND JUNCTION CO 81507

WILLIAMS J BRIAN
WILLIAMS AIMEE A
364 CAPROCK DR
GRAND JUNCTION CO 81507

WILLIS MICHELE MARIE
WILLIS SIMON MATT
361 TEEGAN CT
GRAND JUNCTION CO 81507

WINEGARDNER TIMOTHY O
WINEGARDNER KAREN E
504 CODY DR
GRAND JUNCTION CO 81507

WITSMAN DEBORAH LYNN
213 EASTER HILL DR
GRAND JUNCTION CO 81507

WOODROW SCOTT C
WOODROW PAMELA
436 MEADOWS WAY
GRAND JUNCTION CO 81507

WOODS HARLAN D
WOODS HANNAH R
197 EASTER HILL DR
GRAND JUNCTION CO 81507

WRIGHT MICHAEL DEREK
WRIGHT ATHENA DARLENE
2218 TUSCANY AVE
GRAND JUNCTION CO 81507

YANOWICH STEPHEN ALAN
YANOWICH TAMMIE SPEAR
215 EASTER HILL DR
GRAND JUNCTION CO 81507

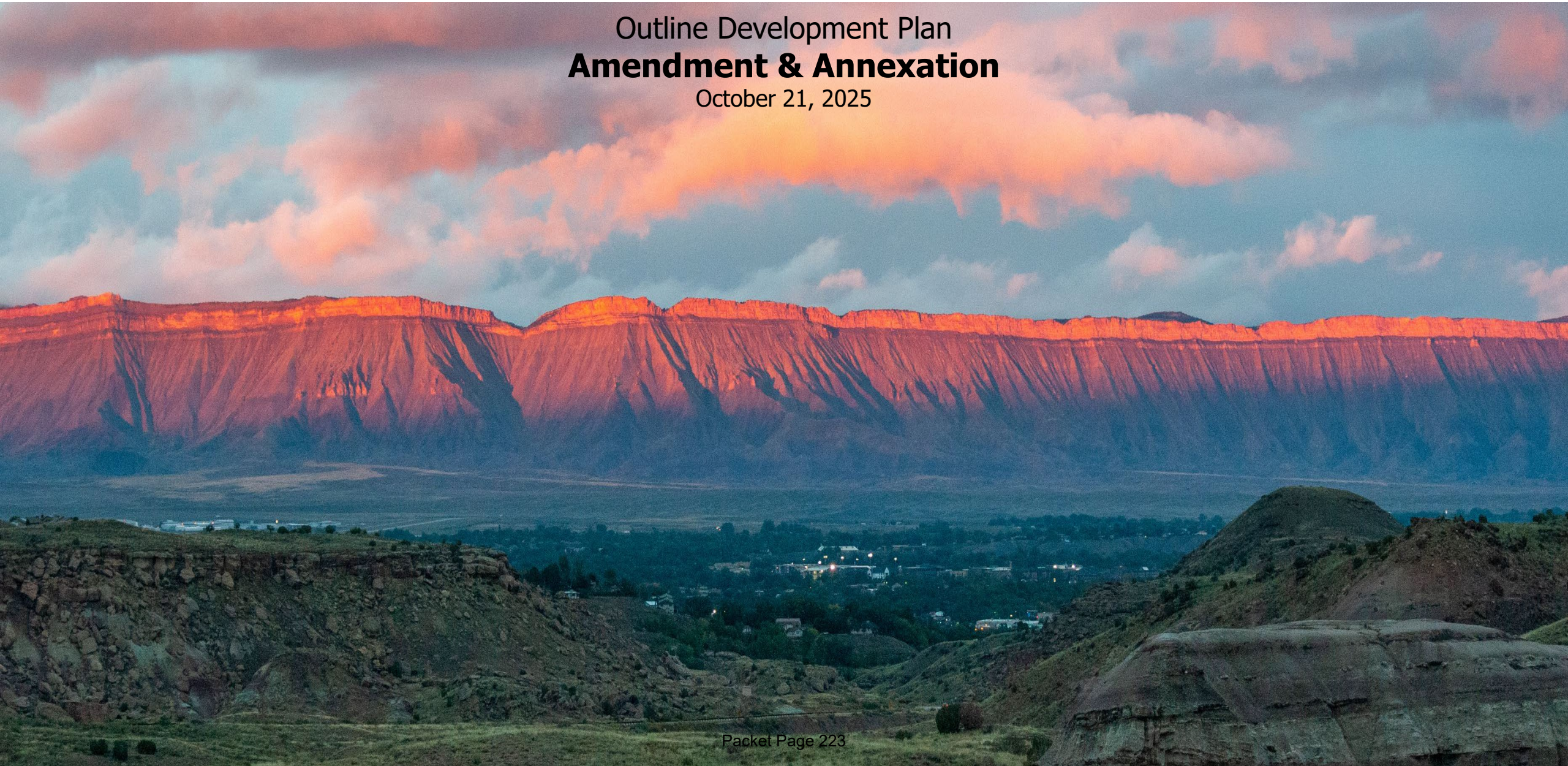
YATER RON
YATER JANE
2302 S BROADWAY
GRAND JUNCTION CO 81507

YOLANDA MITCHELL-OVIATT TRST
DTD & AMNDD ON 2/25/2021
441 S CAMP RD
GRAND JUNCTION CO 81507

YOUNG WILLIAM JOHN
101 COLUMBINE DR
GRAND JUNCTION CO 81507

YOUNGER DAVID LAWRENCE
YOUNGER TOBIAS
105 ALCOVE DR
GRAND JUNCTION CO 81507

YUNIS OMAR
STRAIGHT ALEXANDRA E
2281 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

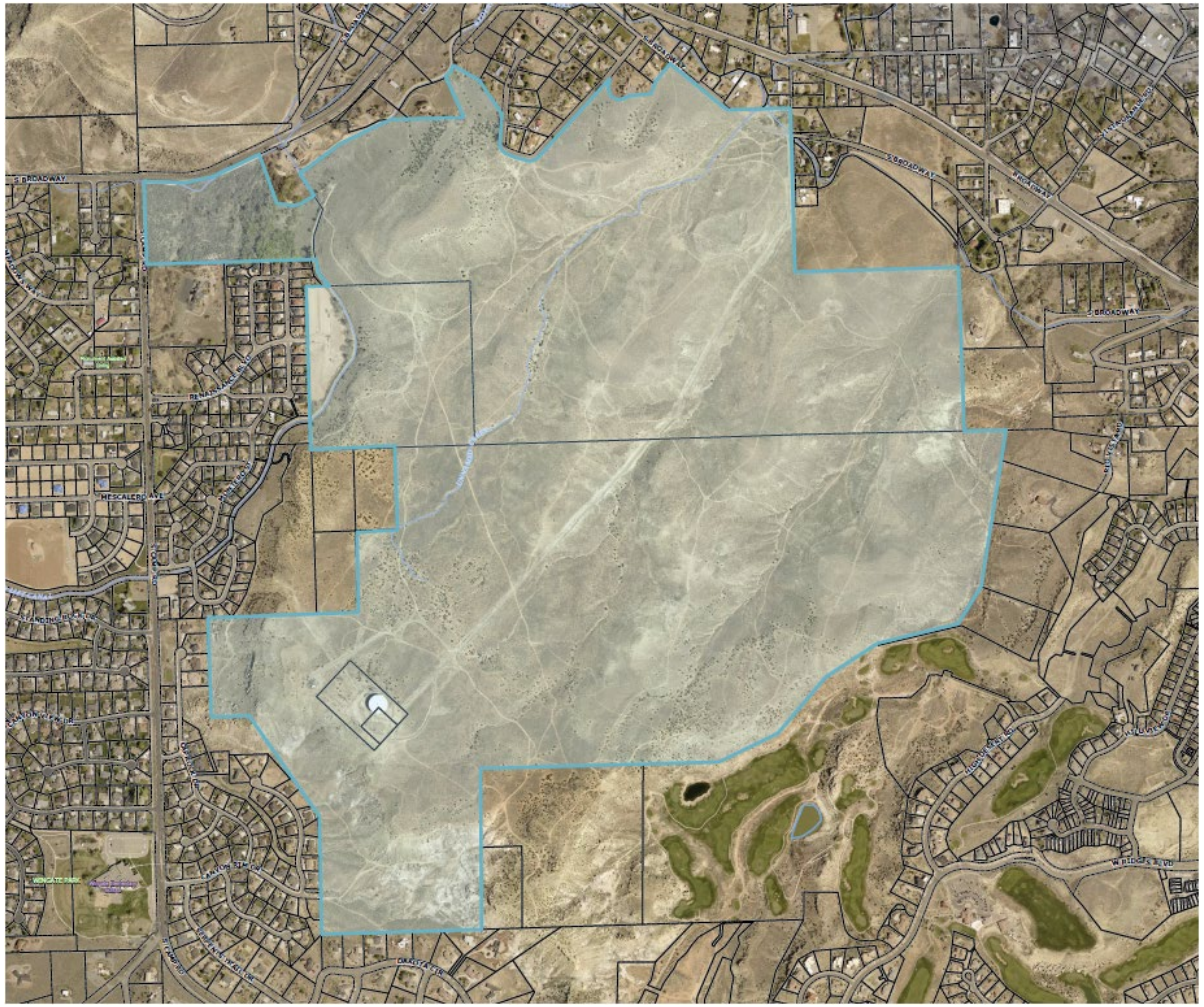


Outline Development Plan

Amendment & Annexation

October 21, 2025

Project Overview



- The property, consisting of 628.9 acres (including Renaissance 360 & Canyon Rim 360), will be developed with a spectrum of residential products and a variety of active and passive recreational opportunities.
- A range of 1,300 to 1,750 residential units are planned for the community creating an approximate gross density range of 2.16 to 2.92 dwelling units per acre.
- Six acres of commercial/mixed use property are also planned for the community.
- A minimum of 35 acres of traditional parks and 150 acres of unique parks and open space totaling 30% of the total acreage will be built and open to the public. The City code requires 10% of the land be dedicated as park/open space.

Redlands 360 Outline Development Plan (ODP)
Amendment & Annexation
Summary

- Amend the currently approved Redlands 360 ODP to incorporate +/- 29 acres of land recently acquired by Redlands Three-Sixty, LLC.
    - Two 5-acre parcels and a 19-acre parcel
- Update the ODP with these three parcels of land which will depict single family detached land use for the zoning for each parcel with a preliminary estimate of 74 lots on 29 acres.
- The ODP Development Progression Plan (phasing plan) will also be updated with what has currently been completed as well as changes to the phasing based on current development and market information for the project.
- All Redlands 360 ODP graphics that do not currently show these parcels included will need to be updated.
- An ODP Outdoor Lighting policy and graphic will be added to the ODP amendment. This policy will adopt dark sky standards for street and pedestrian lighting that will apply solely to this community and applied outside of the City's current lighting code.
- The 19-acre parcel is currently outside the City limits and will be annexed into the City as part of this process.

REDLANDS 360°

Adjacent Land Purchases

Purchases:
Ms. Bennet – 19.0 ac
Mr. Lippoth – 5.0 ac
Mr. Oberto – 5.0 ac



LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
- OPEN SPACE
- ROAD NETWORK
- TRAILS
- ACCESS POINTS

TABLE 1
DEFAULT STANDARDS

Dimensional Summary Table	Low Density Residential	Medium Density Residential	Multi Family & High Density	B-1 Commercial	Open Space CSR
City Default Zone Criteria	R-4	R-12	R-16	B-1	CSR
Lot					
Area (min. ft.)	0	0	0	0	0
Width (min. ft.)	60	30	20	0	0
Frontage (min. ft.)	20	20	20	0	0
Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
Side (min. ft.)	5	5	5	5	0
Side - abutt residential (min. ft.)	0	0	0	10	10
Rear (min. ft.)	25	10	10	0	10
Accessory Structure					
Front (min. ft.)	20	25	25	25	15
Side (min. ft.)	3	3	3	0	0
Side - abutt residential (min. ft.)	0	0	0	0	5
Rear (min. ft.)	5	5	5	0	10
Bulk / Other Dimensional					
Lot coverage (max.)	50%	75%	75%	100%	100%
Height (max. ft.)	40	40	50	50	65
Density (min. units per acre)	0	2	5.5	0	0
Density (max. units per acre)	4	12	16	16	0
Cluster allowed	No	No	No		

TABLE 2

LAND USE	AREA	MINIMUM DENSITY	MAXIMUM DENSITY
LOW DENSITY RESIDENTIAL	MIN 60 ACRES	60 UNITS	240 UNITS
MEDIUM DENSITY RESIDENTIAL	MIN 298 ACRES	596 UNITS	3576 UNITS
MULTI FAMILY/HIGH DENSITY	MAX 32 ACRES	384 UNITS	512 UNITS
COMMERCIAL / MIXED USE	UP TO 6 ACRES	0 UNITS	100 UNITS
OPEN SPACE/CSR	NO LESS THAN 195 ACRES	-----	-----
PLANNED DEVELOPMENT RANGE		1300 UNITS	1750 UNITS

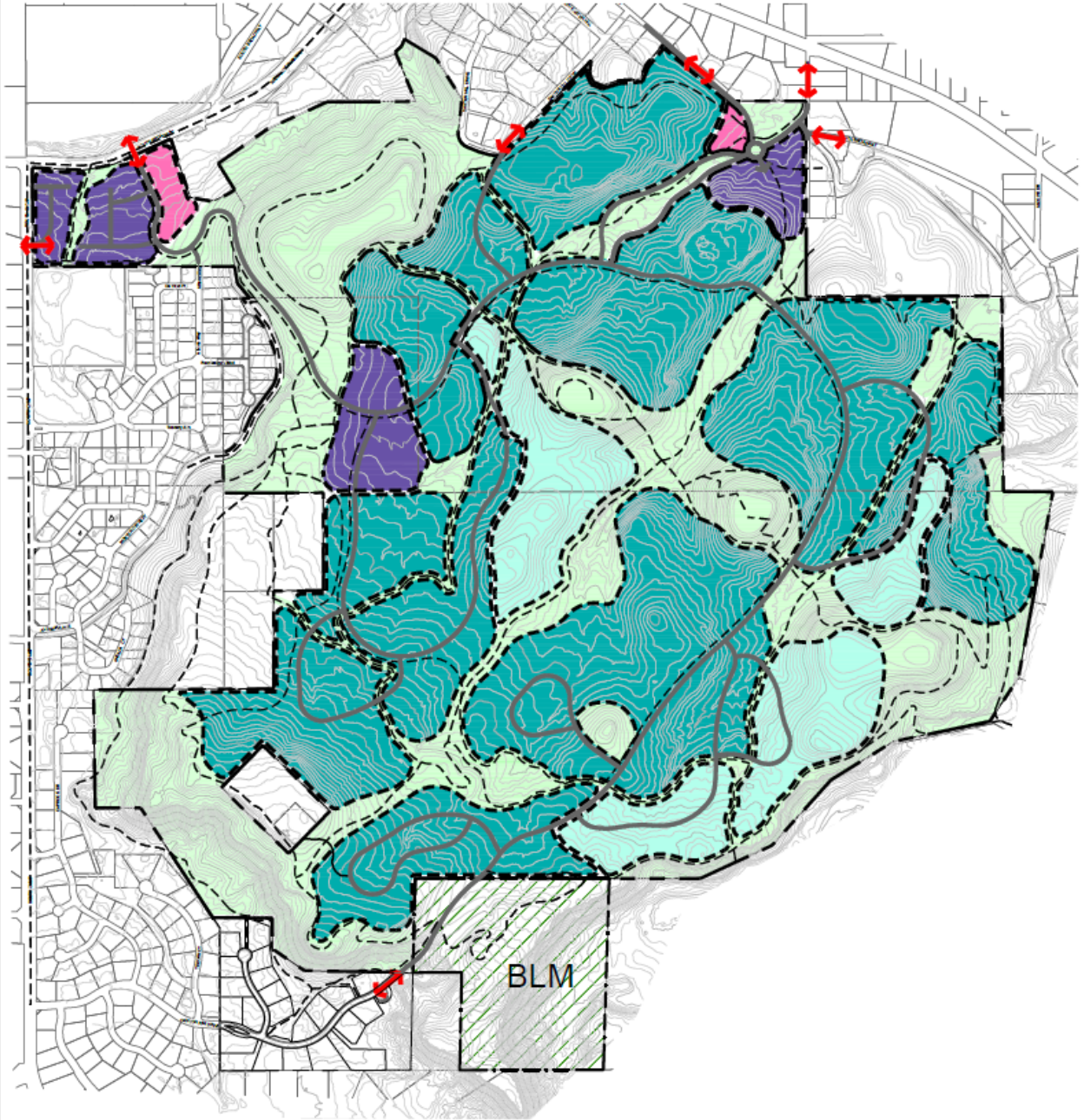
Redlands 360 Outline Development Plan
Exhibit 3: Land Use and Default Zones

0 800 1600 2400

NORTH

LA PLATA COMMUNITIES

CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciavonne.com
970-241-0745 (P) 970-241-0765 (FX)



LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
- OPEN SPACE
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- ACCESS POINTS

TABLE 1
DEFAULT STANDARDS

Dimensional Summary Table	Low Density Residential	Medium Density Residential	Multi Family & High Density	Commercial	Open Space
City Default Zone Criteria	R-4	R-12	R-16	B-1	CSR
Lot					
Area (min. ft.)	0	0	0	0	0
Width (min. ft.)	60	30	20	0	0
Frontage (min. ft.)	20	20	20	0	0
Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
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Lot coverage (max.)	50%	75%	75%	100%	100%
Height (max. ft.)	40	40	50	50	65
Density (min. units per acre)	0	2	5.5	0	0
Density (max. units per acre)	4	12	16	18	0
Cluster allowed	No	No	No		

TABLE 2

LAND USE	AREA	MINIMUM DENSITY	MAXIMUM DENSITY
LOW DENSITY RESIDENTIAL	MIN 60 ACRES	60 UNITS	240 UNITS
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COMMERCIAL / MIXED USE	UP TO 6 ACRES	0 UNITS	100 UNITS
OPEN SPACE/CSR	NO LESS THAN 185 ACRES	-----	-----
PLANNED DEVELOPMENT RANGE		1300 UNITS	1750 UNITS

Redlands 360 Outline Development Plan

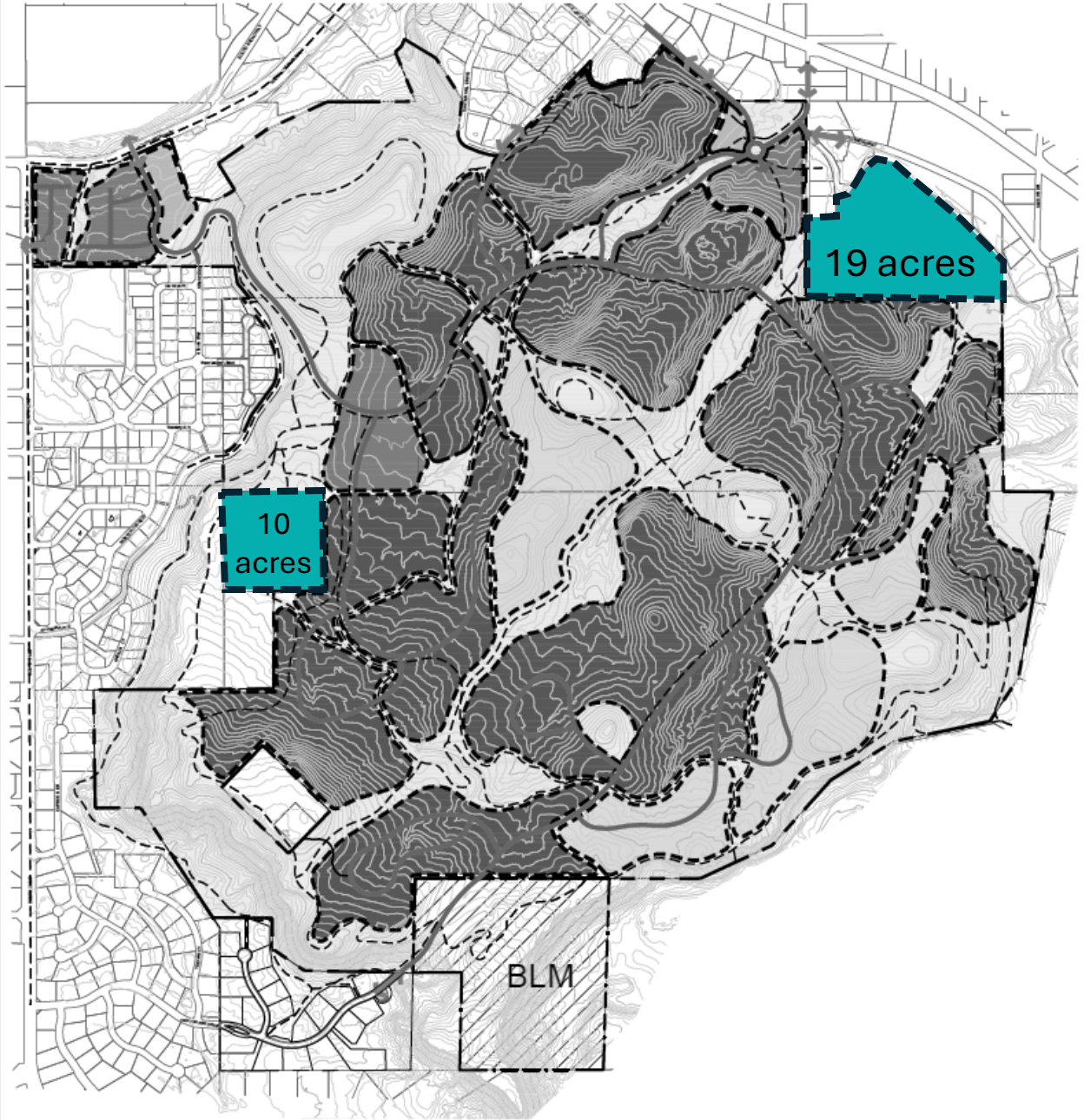
Exhibit 3: Land Use and Default Zones

0 800 1600 2400

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LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
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- ROAD NETWORK
- TRAILS
- ACCESS POINTS

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Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
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Redlands 360 Outline Development Plan

Exhibit 3: Land Use and Default Zones

0 800 1600 2400

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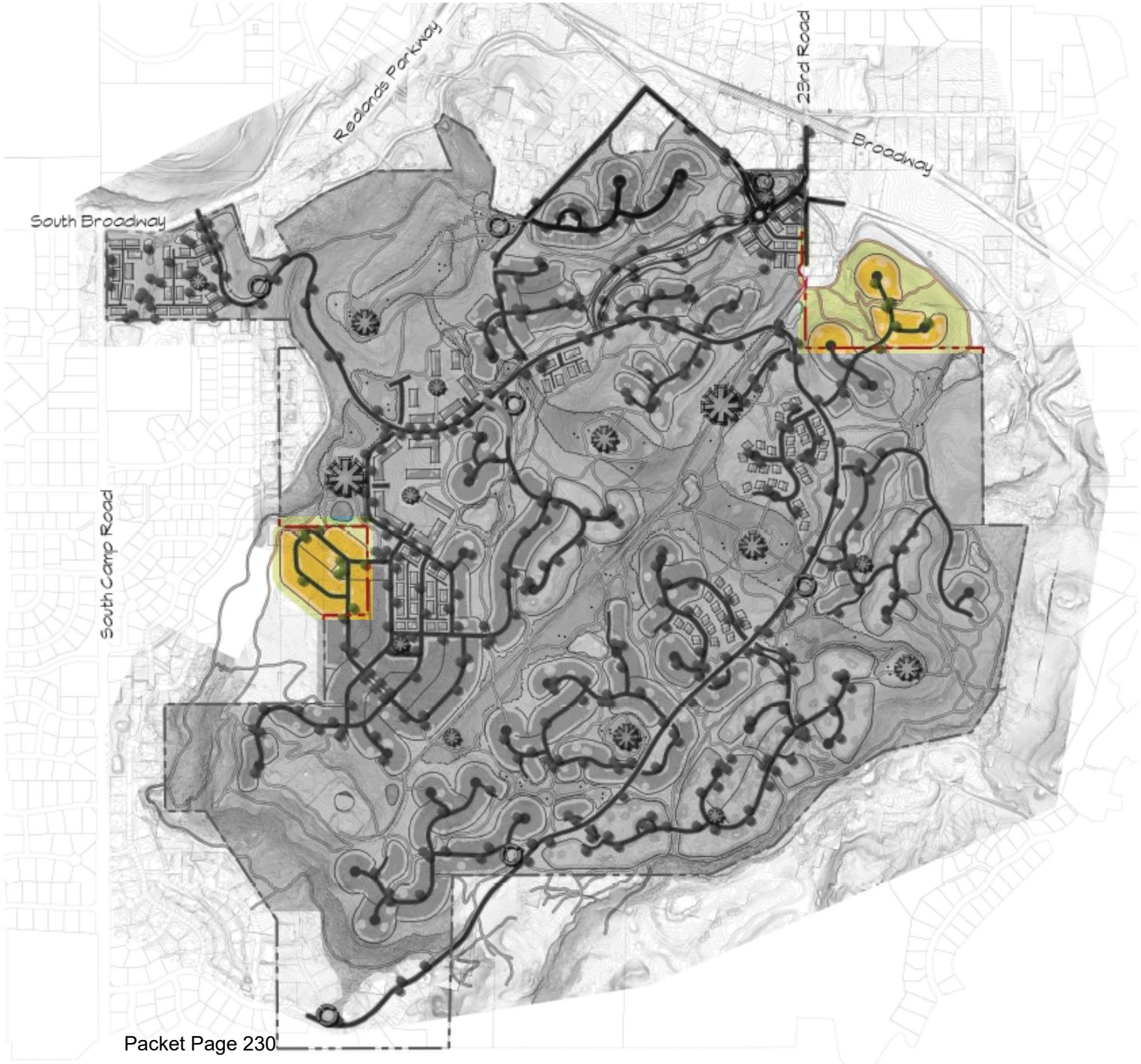
Site Plan Legend

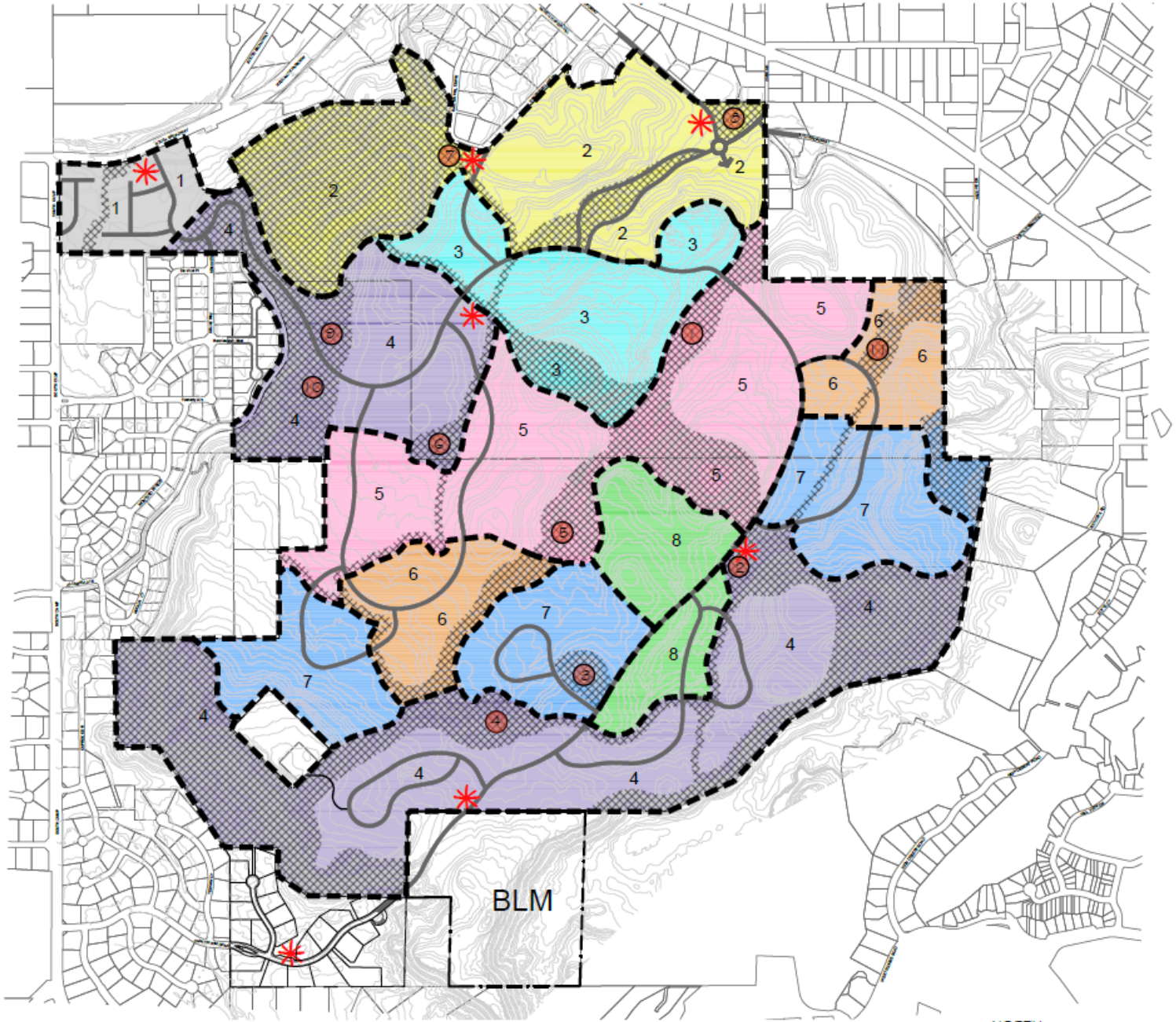
- Commercial
- Multi-family
- Townhome
- Duplex
- Single-family Detached Lot
- Custom Home Lot
- Park Amenity
- Detention Pond
- Irrigation Pond
- Trailhead
- Park Space
- Trails



Site Plan Legend

- Commercial
- Multi-family
- Townhome
- Duplex
- Single-family Detached Lot
- Custom Home Lot
- Park Amenity
- Detention Pond
- Irrigation Pond
- Trailhead
- Park Space
- Trails





DEVELOPMENT PROGRESSION SCHEDULE

- 1 - TARGETED START 2022
- 2 - TARGETED START 2025
- 3 - TARGETED START 2028
- 4 - TARGETED START 2031
- 5 - TARGETED START 2034
- 6 - TARGETED START 2037
- 7 - TARGETED START 2040
- 8 - TARGETED START 2043
- OPEN SPACE; SEE EXHIBIT 2
- TRADITIONAL PARK; SEE EXHIBIT 2
- TRAILHEAD - SEE EXHIBIT 2

CITY COUNCIL REPORT SCHEDULE

PHASE #	ESTIMATED DATE OF COMMENCEMENT	
PHASE 1	2022	
PHASES 2-7	UPDATE MEETINGS WITH CITY COUNCIL	2027 2032 2037 2042
PHASE 8	2043	

Disclaimer: This Progression Plan is conceptual in nature and is our best estimate at this point as to how the master plan will be developed into the future. Factors such as market trends, product mix, etc., will dictate future decisions on how the community will be developed with future phases.

Redlands 360 Outline Development Plan

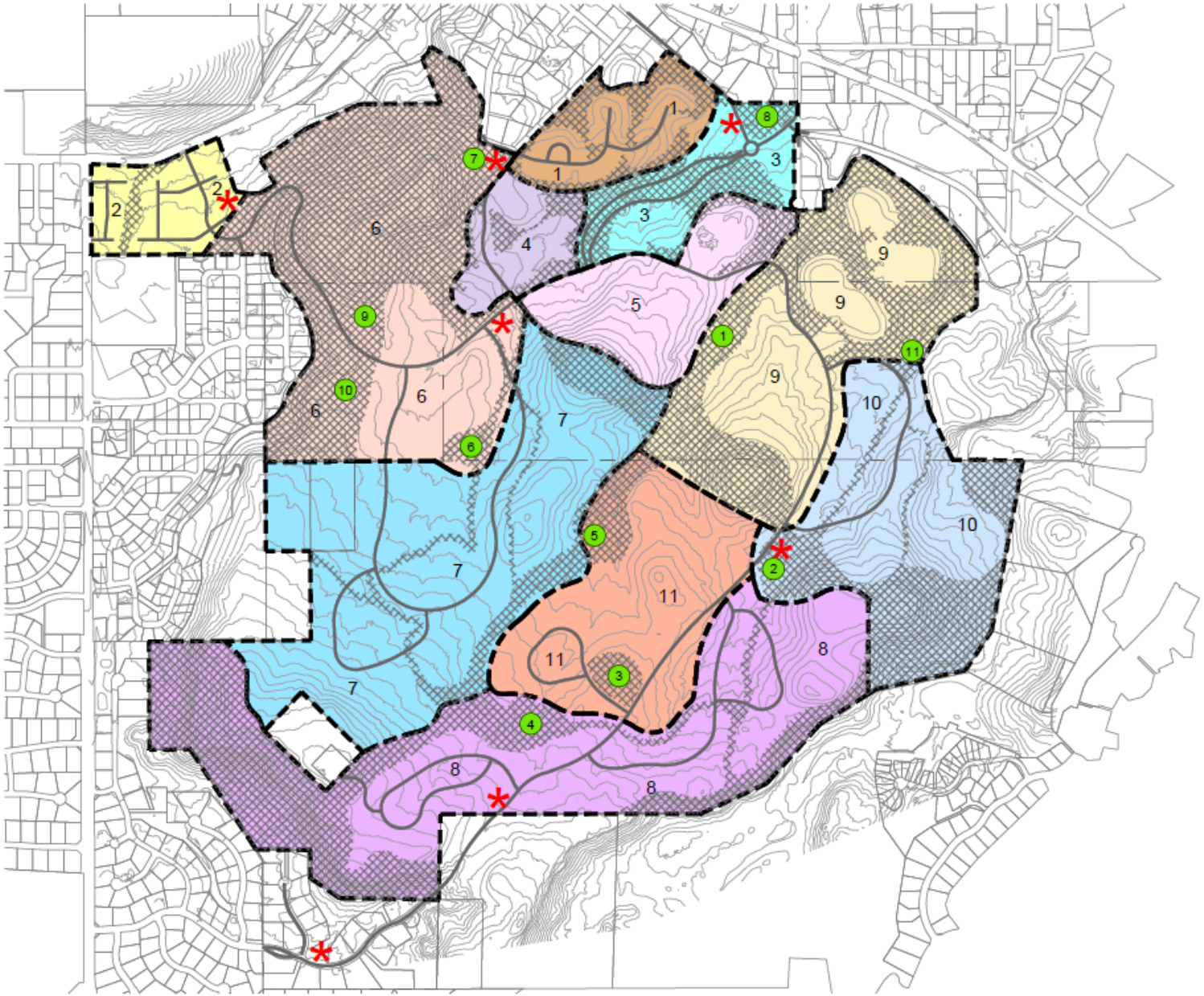
Exhibit 5: Development Progression Plan

0 600 1600 2400

NORTH

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DEVELOPMENT PROGRESSION SCHEDULE

- 1 - COMPLETE
- 2 - TARGETED START 2025
- 3 - TARGETED START 2025
- 4 - TARGETED START 2026
- 5 - TARGETED START 2026
- 6 - TARGETED START 2029
- 7 - TARGETED START 2032
- 8 - TARGETED START 2032
- 9- TARGETED START 2034
- 10 - TARGETED START 2037
- 11 - TARGETED START 2040
- OPEN SPACE; SEE EXHIBIT 2
- (1) TRADITIONAL PARK; SEE EXHIBIT 2
- * TRAILHEAD, SEE EXHIBIT 2

CITY COUNCIL REPORT SCHEDULE

PHASE #	ESTIMATED DATE OF COMMENCEMENT
PHASES 2-7	UPDATE MEETINGS 2027 WITH CITY COUNCIL 2032
PHASES 8-11	2037 2042

Disclaimer: This Progression Plan is conceptual in nature and is our best estimate at this point as to how the master plan will be developed into the future. Factors such as market trends, product mix, etc., will dictate future decisions on how the community will be developed with future phases.

-800 0 400 800 1600

(IN FEET)

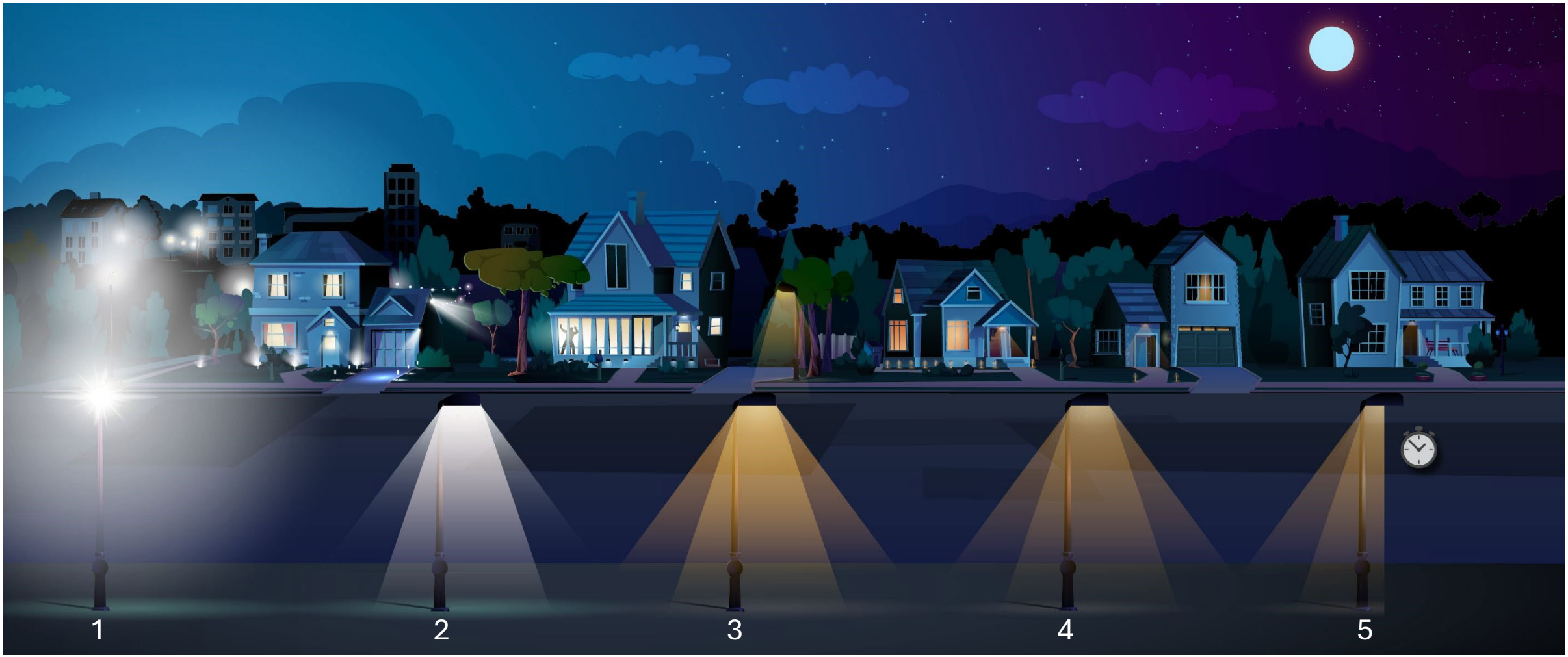
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GreenBox STUDIO

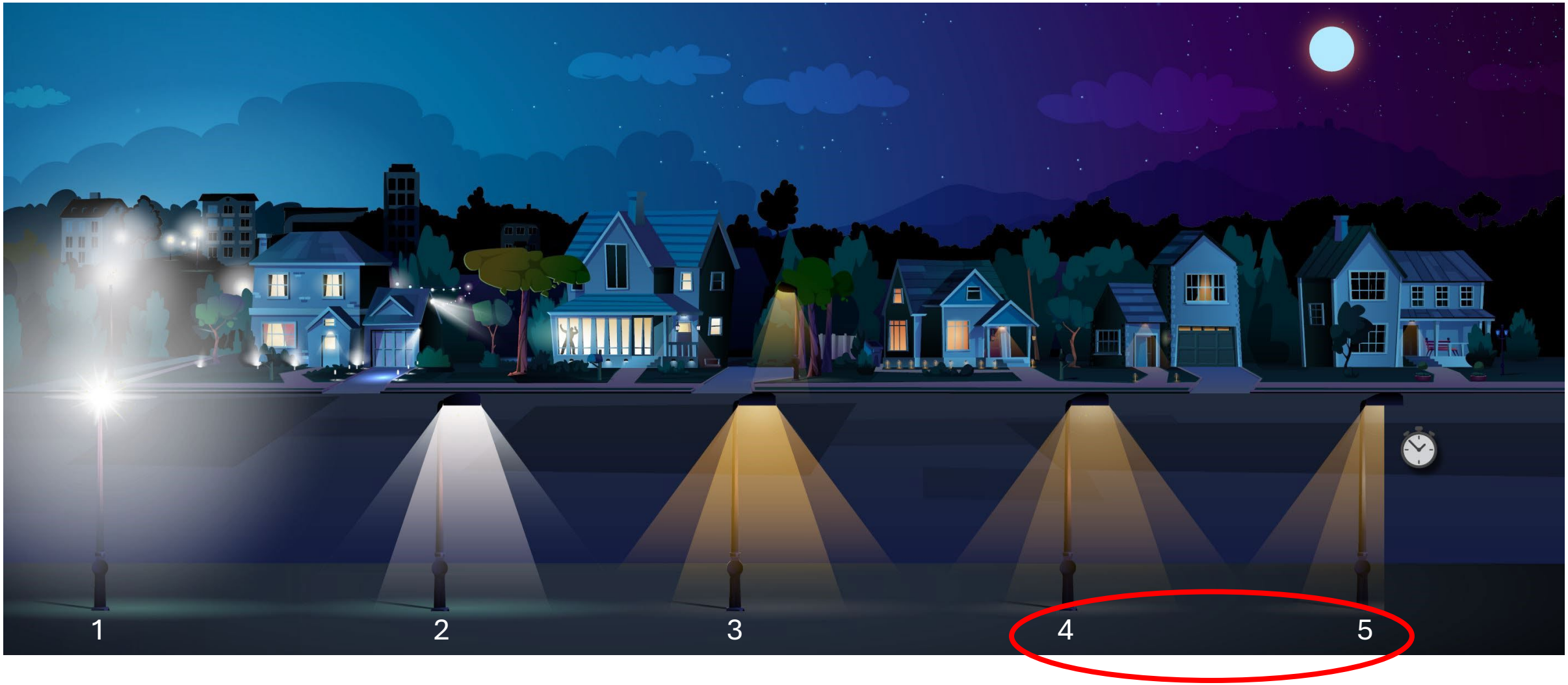
Redlands 360 Outline Development Plan

Exhibit 5: Development Progression Plan

Outdoor Lighting Policy



Outdoor Lighting Policy



Outdoor Lighting Policy

Street Lighting



Pedestrian Lighting



REDLANDS 360°

ONE LAPLATA



Thank you
Questions?

Multiple parcels of land situated in Section 17, Section 18 and Section 19 of Township 1 South, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:
Lot 100 of Canyon Rim 360 Subdivision Filing Number One, as recorded at Reception Number 3002807,
(307.91 acres more or less.)
Together with Lot 999 of Bubar Subdivision, as recorded at Reception Number 3140639,
(193.01 acres more or less.)
Together with the northeast quarter of the southeast quarter of the southwest quarter of said Section 18,
(9.99 acres more or less.)
Together with a parcel of land situated in the southwest quarter of the northwest quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;
Beginning at 2.25" brass cap marked MESA COUNTY SURVEY MARKER NO 352 1966 for the west quarter corner of said Section 17, whence a 2.5" aluminum cap marked LS 33650 2006 for the center-west sixteenth corner of said Section 17 bears North 89°54'43" East with all bearings herein relative thereto;
Thence North 00°02'39" West, a distance of 527.27 feet to an illegible 1.5" aluminum cap on the south line of Right of Way per Reception Number 978831;
Thence North 89°55'24" East, a distance of 199.86 feet to a 1.5" aluminum cap marked PLS 4307 USW;
Thence North 00°03'32" West, a distance of 146.83 feet to a 1.5" aluminum cap marked PLS 4307 USW on the purported south line of the Redlands Water and Power Company First Lift Canal and the beginning of a curve concave to the northwest having a radius of 225.00 feet and a central angle of 67°08'11" and being subtended by a chord which bears North 47°43'22" East a distance of 248.82 feet;
Thence easterly along said curve, a distance of 263.64 feet to a point of reverse curvature;
Thence northerly a distance of 191.31 feet along the arc of said curve concave to the south having a radius of 100.00 feet and a central angle of 109°36'50" being subtended by a chord bearing North 68°57'42" East a distance of 163.44 feet;
Thence South 56°13'53" East tangent to said curve, a distance of 223.54 feet;
Thence South 49°55'24" East, a distance of 179.16 feet;
Thence South 45°06'06" East, a distance of 490.80 feet;
Thence South 37°19'22" East, a distance of 162.46 feet;
Thence South 24°18'00" East, a distance of 41.78 feet to the east line of the southwest quarter of the northwest quarter of said Section 17;
Thence South 00°03'38" West, a distance of 145.10 feet to the said center-west sixteenth;
Thence South 89°54'43" West, a distance of 1322.08 feet to the Point of Beginning.
(18.96 acres more or less.)

(TOTAL ACREAGE 529.87, more or less)



RECEPTION#: 3055410, at 2/3/2023 3:58:40 PM, 1 of 9
Recording: $53.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
REDLANDS 360
(Grand Junction, CO)

This Amendment (the "Amendment") is made and declared this 1st day of Feb., 2023, by Redlands Three Sixty, LLC, a Colorado limited liability company ("Declarant").

A. The Declaration of Covenants, Conditions, and Restrictions for Redlands 360 was recorded October 7, 2021, at Reception No. 3002815 (the "Declaration") in the records of the Mesa County Clerk and Recorder (the "Clerk").

B. Pursuant to Chapter 21, Section 21.2(a) of the Declaration, the Declarant reserved the right to make amendments to the Declaration without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical, or technical errors, or to clarify the Declaration or any provision thereof during the Development and Sale Period. Declarant has similar rights pursuant to §38-33.3-205(4), C.R.S.

C. At the time of this Amendment, the Development and Sale Period has not terminated. Declarant and Declarant Affiliates own real property in the Community and Declarant has unexpired options to expand the Community pursuant to Chapter 13 of the Declaration.

D. In an abundance of caution, Declarant also obtained the affirmative consent and agreement to this Amendment from the Owners of Units other than itself as shown on the attached consents, below.

THEREFORE, the Declarant makes the following amendments to the Declaration:

1. The Declaration erroneously makes reference to the "Design Review Committee" and "DRC" in various places when the proper terminology is "Design Review Board" and "DRB", respectively. The Declaration is amended to change all references to "Design Review Committee" so that they read "Design Review Board", and all referenced to "DRC" so that they read "DRB".

2. Chapter 7, Section 7.1(a)(iii) is amended by the deletion of the words "clients, customers" from the list contained so that it reads in its entirety as follows:

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

3. To further clarify the limitations of the Declaration with respect to home occupations and related uses following recent modifications to the City of Grand Junction Municipal Code, Chapter 7, Section 7.1 is further amended by the addition of a new sub-section 7.1(a.5) which reads in its entirety as follows:

Marijuana Uses Prohibited. No person shall cultivate, cause to be cultivated, permit or suffer the cultivation of marijuana or to store, create, manufacture, sell or distribute any marijuana containing product, in any stage of production, upon any part of the Community, including the Units, when such activities can be observed, by any means, from the outside of the Unit, regardless of whether the particular activity involved is lawful under applicable federal, state or local law. This is a private covenant adopted pursuant to the provisions of Colorado statutory and common law, and may be enforced by the Association, or any individual Owner, through an enforcement action under the provisions of this Declaration, or by any other means available at law or in equity, including, without limitation, through a fine determined, levied and collected under the applicable policies, procedures, rules and regulations of the Association, as they may exist from time to time.

4. Chapter 7, Section 7.1(f) requires clarification and correction and is amended by the deletion of certain language and the addition of other language so that it reads in its entirety as follows:

Vehicles and Garages. No automobile of any kind may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle not in a garage shall be considered a nuisance and may be removed from the Community. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board.

Recreational vehicles of every kind and type shall be stored and parked only within fully enclosed garages. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision in excess of seven days shall be considered a nuisance and may be removed from the

Community. The Declarant and/or the Association may, but have no obligation to, designate certain parking areas within the Community for recreational vehicles subject to reasonable community regulations and fees, if any.

No vehicle of any type shall be parked on any unpaved surface of a Unit that is visible from any street or any other Unit, nor shall any vehicle be parked on the east side of Canyon Rim Trial; provided, however, that vehicles may be parked in any area specifically approved or designated by the DRB or the Association for vehicular parking.

Parking on any cul-de-sac street with a landscape island is restricted to the inside curb of the island. No vehicles, except for public safety vehicles temporarily parked, may be parked along the outside curb of any street with a cul-de-sac island.

All vehicles shall be subject to such reasonable community regulations as the Board may adopt. The Board may establish and levy fines and Specific Assessments for violation of such community regulations. The Association may also tow, at the expense of the Owner, any vehicle parked within the Community in violation of community regulations or any Governing Document.

5. Chapter 7, Section 7.1(i) requires correction and is amended by the deletion of the final sentence so that it reads in its entirety as follows:

Outdoor Play Equipment, etc. The Board shall have the power to adopt Community regulations that limit or prohibit outdoor play equipment and similar items. Without limiting the scope of such Community regulations, the regulations may limit the location of any such items.

6. Chapter 7, Section 7.1(k) requires correction and is amended by the addition of the words "or side" in the last sentence so that it reads in its entirety as follows:

Artificial Turf. Lawn areas of Units may be a combination of sod, shrubs, trees, other landscape materials and xeriscape materials, as may be approved by the Reviewer upon application of the Owner. However, no artificial turf may be used on any Unit outside of the structure on such Unit, except that the DRB may, in its absolute discretion, approve the use of artificial turf in rear or side yards.

7. Except as amended above, all provisions of the Declaration remain in full force and effect.

DATED as of the day and year first written above.

DECLARANT:

Redlands Three Sixty, LLC, a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado corporation, its Manager

By B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of January, 2023, by B. Douglas Quimby as President of La Plata Communities, Inc., a Colorado corporation and the Manager of Redlands Three Sixty, LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

My Commission expires: 8/4/23

DENISE JORDAN WALLACE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034025810
MY COMMISSION EXPIRES AUGUST 4, 2023

Denise Jordan Wallace
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Redlands Three Sixty, LLC, a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado corporation, its Manager

By B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of January, 2023, by B. Douglas Quimby as President of La Plata Communities, Inc., a Colorado corporation and the Manager of Redlands Three Sixty, LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.

My Commission expires: 8/4/23

DENISE JORDAN WALLACE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034025810
MY COMMISSION EXPIRES AUGUST 4, 2023

Denise Jordan Wallace
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Goetzmann Custom Homes Inc
a Colorado Corporation

By: _____
_____, its President

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 19 day of Jan, 2023, by Philip A. Goetzmann as President of Goetzmann Custom Homes Inc a Colorado Corporation.

Witness my hand and official seal.
My Commission expires: 4/29/26

EILEEN M WOLFF
Notary Public
State of Colorado
Notary ID 19944005413
My Commission Expires: April 29, 2026

_____
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Maves Construction Inc
a corporation

By: _____
Michael Maves, its President

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 26th day of January 2023, by Michael Maves as President of Maves Construction, Inc a Corporation.

Witness my hand and official seal.
My Commission expires: 5/15/23

LESLIE SWETT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154019369
MY COMMISSION EXPIRES MAY 15, 2023

Leslie Swett
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

DISTINCTIVE DESIGN BUILD, LLC,
a COLORADO LIMITED LIABILITY COMPANY

By: MARK JENKINS / Mark Jenkins
_____, its PARTNER

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

AMY CONNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #2[illegible]001156
My Commission Expires November 3, 2024

The foregoing instrument was acknowledged before me this 23rd day of January, 2023, by Mark Jenkins as Partner of Distinctive Design Build, a _____.

Witness my hand and official seal.
My Commission expires: 11-3-2024

Amy Conner
Notary Public

CONSENT

The undersigned, having all power and authority as an Owner of one or more Units within the Community as defined by the Declaration, consents to, approves and agrees with the foregoing amendments to the Declaration.

Fixture Studio Holdings, LLC
a Colorado Limited Liability Co.

By: _____
_____, its Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 30th day of January, 2023, by Jeffrey J. Huber as Managing Member of Fixture Studio Holdings, LLC a Colorado LLC.

Witness my hand and official seal.
My Commission expires: 9/27/2026

MARY ELLEN DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024031494
MY COMMISSION EXPIRES SEP 27, 2026

Mary Ellen Davis
Notary Public

RECEPTION#: 3002815, at 10/7/2021 9:03:22 AM, 1 of 112
Recording: $568.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

REDLANDS 360

(Grand Junction, CO)

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RECEPTION#: 3002815, at 10/7/2021 9:03:22 AM, 10 of 112
Recording: $568.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REDLANDS 360

PREAMBLE

This Declaration of Covenants, Conditions and Restrictions ("**Declaration**") establishes a governance structure and a flexible system of standards and procedures for the development, expansion, administration, maintenance, and preservation of the Community, a predominantly residential planned community located or to be located in the City of Grand Junction, Colorado, following annexation, which will primarily include residential and recreational together with a small commercial component. An integral part of the development plan is for the Redlands 360 Homeowners Association, Inc., a Colorado nonprofit corporation (the "**Association**"), to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referenced in this Declaration.

DECLARATION OF COVENANTS

Redlands Three Sixty, LLC, a Colorado limited liability company, its successors and assigns (the "**Declarant**"), by executing and recording this Declaration, declares that the property described in Exhibit "A" and any additional property made subject to this Declaration in the future by amendment or supplement, shall constitute the "**Community**" as referred to in this Declaration. This Declaration shall run with the title to such property, shall govern the development and use of such property, and shall be binding upon the Declarant and the future owners of any portion of the property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such property. This Declaration shall also be binding upon the Association, its successors and assigns.

This Declaration is prepared pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.* (the "**Act**"), and the common interest community established by this document is a phased, planned community as defined in the Act.

Chapter 1
GOVERNING DOCUMENTS

1.1 Scope and Applicability

The Community has been established and is administered pursuant to various documents that have a legal and binding effect on all owners and occupants of property in the Community, as well as on anyone else that may now or in the future have an interest in any portion of the property comprising the Community. Such documents, referred to in this Declaration as the "**Governing Documents**," include this Declaration and the other documents described in Table 1.1, as they may be amended. All owners and occupants, as well as their tenants, guests, and invitees, are required to comply with the Governing Documents.

GOVERNING DOCUMENTS	
Declaration: (recorded)	this Declaration of Covenants, Conditions and Restrictions for Redlands 360, as it may be amended and supplemented, which creates obligations that are binding upon the Association and all present and future owners of property in the Community
Supplemental Declaration: (recorded)	a recorded Supplemental Declaration, which may submit additional property to this Declaration, create easements over the property described in the Supplemental Declaration, impose additional or different obligations or restrictions on such property, designate special areas as described in Chapter 3, create additional Units and Common Areas, including, without limitation Limited Common Area, and assign use of specified Limited Common Area to additional Units, or any of the foregoing, among other things
Articles of Incorporation: (filed with the Colorado Secretary of State)	the Articles of Incorporation of Redlands 360 Homeowners Association, Inc., as they may be amended, which establish the Association as a nonprofit corporation under Colorado law
By-Laws: (Board adopts)	the By-Laws of Redlands 360 Homeowners Association, Inc. adopted by its Board, as they may be amended, which generally govern the Association's internal affairs, such as voting, elections, meetings, etc.
Guidelines: (Declarant adopts)	the design standards and architectural and aesthetic guidelines adopted pursuant to Chapter 6, as they may be amended, which govern new construction, including structures and other items on Units, and landscaping, and which also regulate

	modifications to Units, including improvements and landscaping, after initial construction or installation
Board Resolutions: (Board adopts)	the resolutions the Board adopts to establish rules, regulations, policies, and procedures for internal governance or any other matter as permitted by the Act

Table 1.1 - Governing Documents

1.2 Conflicts

If there are conflicts between any of the Governing Documents and mandatory provisions of applicable federal, state or local law or regulation, the mandatory provisions of such law or regulation shall control. If there are conflicts between any of the Governing Documents and any permissive or non-mandatory provisions of applicable federal, state or local law or regulation, the Governing Documents shall control. If there are conflicts between or among any of the Governing Documents, then the Declaration, the Articles, the By-Laws, the Guidelines, and the Board Resolutions (in that order) shall control.

If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.3 Definitions

Capitalized terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms and glossary of defined terms may be found at the end of this Declaration for convenience. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

1.4 Interpretation of Certain References

Consent or Approval. All references in the Governing Documents to **"consent"** or **"approval"** shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the absolute and unqualified discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "**discretion**" or to the right to "**determine**" any matter shall refer to the sole and absolute power or right to decide or act on any basis.

Person. References in the Governing Documents to a "**Person**" or "**Persons**" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Recording. All references in the Governing Documents to a "recorded" legal instrument, or to recordation or the recording of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the official records of Clerk and Recorder of Mesa County, Colorado, or such other place designated as the official location for filing documents affecting title to real estate in Mesa County, Colorado, in order to make them a matter of public record.

Community-Wide Standard. Where the Governing Documents require compliance with the "**Community-Wide Standard**," the standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Community; or (b) the minimum standards described in the Governing Documents. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or the Reviewer (as defined in Chapter 6).

Maintenance. All references in this Declaration to "**maintenance**" shall refer to maintenance, repair, or replacement, as determined appropriate by the Board.

1.5 Plat and Supplemental Plat

A plat of the Community (the "**Plat**"), along with a list of encumbrances affecting such property (the "**Title Exceptions**") as required by § 38-33.3-209 of the Act are attached hereto as Exhibit "B" and Exhibit "C," respectively. A supplemental plat (a "**Supplemental Plat**") may be recorded from time to time to reflect changes in the Community (including, without limitation, changes in the boundary of the Community).

Chapter 2
COMMUNITY ADMINISTRATION

2.1 The Declarant

The Declarant has established the vision for the Community and, through the Governing Documents, has set forth the founding principles that will guide the Community during the initial period of development and sale and thereafter. The Declarant's proposed plan for development of the Community is described in the land use plan(s) for the Community approved by the City of Grand Junction, as the plan(s) may be supplemented and amended, which encompasses all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "D." The "**Expansion Property**" is the property described in Exhibit "D" and may be added to the Community pursuant to Section 13.1. However, the Declarant is not obligated to submit property described on Exhibit "D" as part of the Expansion Property to this Declaration. In addition, the Declarant may submit property to this Declaration that is not described on Exhibit "D" as part of the Expansion Property.

The Declarant has reserved various rights in the Governing Documents with respect to development and administration of the Community. The Declarant may exercise certain of these rights throughout the "**Development and Sale Period**," which is the period of time during which the Declarant or any "**Declarant Affiliate**" owns real property in the Community or has an unexpired option to expand the Community pursuant to Chapter 13. A "**Declarant Affiliate**" is any Person that controls, is controlled by, or is under common control with the Declarant, and any Person who is an owner, a member, a partner, or a shareholder of the Declarant.

The Declarant has reserved other rights that may be exercised only during the "**Declarant Control Period**," which is the period of time that the Declarant is entitled to appoint a majority of the members of the Association's board of directors ("**Board**"). The Declarant Control Period begins on the date of the Association's incorporation and expires as provided by the Act.

The Declarant has certain approval rights for a limited period as provided in the By-Laws after the termination of the Declarant Control Period, as provided in the By-Laws.

The Declarant may assign its status and rights as the Declarant under the Governing Documents to any person who takes title to any portion of the property described in Exhibit "A" or "D" for the purpose of development and/or sale and may collaterally assign such rights to its lenders as provided by law.

2.2 The Association

The Declarant has established the Association as the primary entity responsible for administering the Community in accordance with the Governing Documents. The Association may exercise all rights and powers that the Governing Documents and Colorado law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents. It may also take any action reasonably necessary to effectuate any such right or power, subject to the limitations set forth in the Articles and the other Governing Documents.

2.3 The Board

The Board shall serve the same role, rights and responsibilities as the board of directors of a nonprofit corporation pursuant to Colorado corporate law and as the "executive board" as defined by the Act. Members of the Board are sometimes referred to in the Governing Documents as "directors." The initial Board shall consist of three (3) directors, but may be expanded to no more than seven (7) or thereafter reduced to no less than (3), which changes in the number of members shall be made in accordance with the By-Laws. On most matters, the Association acts through the Board. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of the Association's

members. Unless the Governing Documents or Colorado law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, as defined in Section 3.1, enforcement of the Governing Documents, or any other civil claim or action, except as limited in the Governing Documents and, in all events, in compliance with the provisions of Chapter 19. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances) and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

2.4 The Owners

Each Person who holds record title to a Unit, as defined in Section 3.1, is referred to in the Governing Documents as an "**Owner.**" However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Unit has more than one Owner, all co-Owners are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in this Declaration. Each Owner also has an opportunity to participate in the administration of the Community through membership in the Association and through service to the Community in various committee and leadership roles, as described in Chapters 3 and 4 and in the By-Laws.

2.5 Builders

Much of the responsibility and credit for helping to create the Community rests with the "**Builders**" -- those Persons who purchase one or more unimproved lots or parcels of land within the Community for construction and sale of finished Units in the ordinary course of their business. The Builders have the same privileges and responsibilities as other Owners during the time that they own Units for construction and sale, including the privileges of membership in the Association. In addition, the Declarant may grant any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to such Builders as it may designate in its discretion.

2.6 Neighborhood Associations

Portions of the Community may be developed under a condominium form of ownership or may have special requirements that lead the Declarant or a Builder to establish a separate condominium or community association to administer additional covenants applicable to that particular area ("**Neighborhood Association**"). The establishment of Neighborhood Associations shall be subject to the approval of the Declarant during the Development and Sale Period. After the Development and Sale Period, the establishment of Neighborhood Associations shall be subject to the approval of the Association. However, nothing in this Declaration requires the creation of a Neighborhood Association, and the jurisdiction of any Neighborhood Association shall be subordinate and subject to that of the Association.

2.7 Mortgagees

If a Unit is made subject to a mortgage or other form of security instrument affecting title to a Unit ("**Mortgage**"), then the holder or beneficiary of that Mortgage ("**Mortgagee**") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 17.

Chapter 3
COMMUNITY STRUCTURE AND ORGANIZATION

3.1 Designations of Properties Comprising the Community

Units. The Governing Documents refer to those parcels of land or defined physical spaces as shown on the Plat and any Supplemental Plat, Subdivision Plat or condominium map that are designated for independent legal ownership, use and occupancy in the Community as "**Units.**" The term "**Unit**" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. In the case of a building within a condominium or other structure containing multiple Units, including, without limitation, paired homes and duplexes, each dwelling shall be deemed to be a separate Unit. A parcel of land is considered a single Unit until a Subdivision Plat, survey, or condominium map is recorded subdividing it into more than one Unit. The term does not include Common Area, as defined below, common property of any Neighborhood Association, or property dedicated to the public. The Declarant reserves the right to create and develop within the Community, including upon the Expansion Property, as it may exist from time to time, one thousand eight hundred and fifty (1,850) Units within the Community ("**Maximum Units**"). Declarant shall have no obligation to develop the maximum number of Units or any particular number of Units within the Community.

Common Area. Any real or personal property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of the Community is referred to as "**Common Area.**" The Common Area also includes any property that the Association holds under a lease and any easements in favor of the Association. The

Common Area may include, but is not required to include, greenbelts, trails and paths, parks, club house or community center, pond, recreational facilities, sidewalks, retaining walls, fences, landscaping improvements, signs, picnic tables and related facilities, benches, chairs, light poles and other lighting improvements, drinking fountains, tot-lot or playground equipment, trash receptacles, planters and flower gardens, mail kiosks, Private Streets, Private Streets signs, and security booth, gate or fence, among other things.

Limited Common Area. Certain portions of the Common Area may be designated as "**Limited Common Area**" and assigned for the exclusive use or primary benefit of less than all Units. Limited Common Area might include such things as entry features, recreational facilities, landscaped medians and private cul-de-sacs, among other things.

The Declarant may designate property as Limited Common Area and assign it to particular Units on the recorded Plat, Supplemental Plat, Subdivision Plat or condominium map depicting such property, in the deed conveying such property to the Association, or in the Supplemental Declaration by which the property is submitted to the terms of this Declaration. At any time during the Development and Sale Period, the Declarant may assign use of the same Limited Common Area to additional Units in a Supplemental Declaration or other recorded instrument.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "**Area of Common Responsibility**," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Units or portions of Units and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 10.

3.2 Establishment of Election Districts

The Declarant may at any time before the end of the Development and Sale Period, and in any event shall, not later than the end of the Development and Sale Period, establish "**Election Districts**" whereby each of the Board members are elected from an Election District, the exact boundaries of which shall be established by the Declarant. The Board may elect to revise the boundaries of the Election Districts or abolish the use of Election Districts pursuant to this Section 3.2. The number of Election Districts shall not exceed the number of directors; provided that the Declarant before the expiration of the Development and Sale Period and the Board thereafter may require that a certain number of directors be elected "at large." The Declarant before the expiration of the Development and Sale Period or the Board thereafter may adjust the boundaries of each Election District in its discretion, not more frequently than every four years. Subject to such requirement, the Declarant before the expiration of the Development and Sale Period and the Board thereafter may determine the boundaries of Election Districts in its discretion. If the Declarant before the expiration of the Development

and Sale Period or the Board thereafter establishes Election Districts, Owners of Units within each Election District shall have the right to elect such members of the Board as may be determined that shall represent such Election District and such Owners shall have no right to vote for the election of Directors to represent other Election Districts. Elections within Election Districts shall be held either by written ballot or at a meeting of the Owners within such Election District, as the Board may determine; provided, however, upon written petition signed by Owners holding at least 25% of the votes attributable to Units within the Election District, the election for such Election District shall be held at a meeting. If a meeting will be held for an election of a member of the Board, notice of such meeting shall be provided to all Owners within the Election District in the manner provided in the By-Laws. The presence, in person or by proxy, of Owners representing at least 20% of the total votes attributable to Units in the Election District shall constitute a quorum at any Election District meeting. If the Declarant establishes Election Districts and election of directors to represent Election Districts, the Declarant may at any time before the end of the Development and Sale Period abolish such system of election of directors and may later reinstate such system of election of directors at any time before the end of the Development and Sale Period. If, after the end of the Development and Sale Period, the Board establishes Election Districts and election of directors to represent Election Districts, the Board may at any time after the end of the Development and Sale Period abolish such system of election of directors and may later reinstate such system of election of Directors.

3.3 Service Areas

Units may be part of one or more "**Service Areas**" in which the Units share Limited Common Area or receive special benefits or services from the Association that it does not provide to all Units within the Community. As an illustration only, but without limiting the generality of this Section 3.3, a Service Area may consist of all the Units for which access is limited to an entry booth, gate or fence or may consist of all Units which some or all maintenance of the exterior of dwellings is to be provided by the Association. The Association may charge the Owners of Units within a Service Area a reasonable management fee for the administration of such benefits or services. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one type and may include Units that are not contiguous.

The Declarant may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area in Exhibit "A," in a Supplemental Declaration, or in a Board resolution. During the Development and Sale Period, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to change Service Area boundaries.

In addition, the Board may, by resolution, designate Service Areas and assign Units to them upon petition of Owners of at least 67% of the Units affected by the proposed designation pursuant to Section 11.2.

The Owners of Units within each Service Area may elect a "**Service Area Committee**" in accordance with the By-Laws to represent and act on behalf of the Owners with respect to the services and benefits that the Association provides to the Service Area. If the Owner of all of the Units within a Service Area is a Builder, that Builder may, with the consent of the Declarant, appoint the Declarant to fulfill the responsibilities of the Service Area Committee until the expiration of the Development and Sale Period. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

Chapter 4
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1 Membership

The Association shall have one class of membership, which is comprised of all Owners, including Builders, and the Declarant, among others. Every Owner is automatically a member of the Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-Owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws.

If an Owner is a corporation, a partnership, a limited liability company, or other legal entity, its membership rights may be exercised by any officer, director, partner, member, manager, or trustee, or by an individual the Owner designates from time to time in writing to the Association's Secretary, except that only the individuals residing in the Unit shall be entitled to use any Common Area recreational facilities available for use by Owners.

4.2 Voting

Each Unit is assigned one equal undivided vote, subject to the limitations on voting set forth in this Declaration and the other Governing Documents. No vote shall be exercised for any property exempt from assessment under Section 5.8. No vote shall be exercised on behalf of any Unit if any assessment for such Unit is delinquent and past due for more than 60 days. Additionally, the voting rights of any Owner may be suspended by the Association, after notice and opportunity to be heard in accordance with the By-Laws, if any Owner is not in good standing as a result of any uncured default under the Governing Documents.

Owners shall be entitled to vote (i) for the election of members to the Board in accordance with this Declaration, (ii) veto of the budget described in Section 5.2(e), (iii)

matters referred to the Owners by the Board, and (iv) all other matters for which Owners are entitled to vote in accordance with applicable law.

If there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners holding a majority of the ownership interest in the Unit determine among themselves. Any co-Owner may cast the vote for the Unit and majority agreement shall be conclusively presumed unless another co-Owner of the Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently.

In any election of directors to the Board, if Election Districts have not been created in accordance with this Declaration or if the Board or the Declarant has decided to eliminate Election Districts in accordance with this Declaration, each Unit shall have the number of votes equal to the number of directors to be elected to the Board by such election; provided, however that only one vote may be cast with respect to the election of each director to be elected. If Election Districts exist, each Unit shall have one vote for each director to be elected to represent that Election District and, if the Board or the Declarant has determined that a specified number of directors shall be elected "at large," each Unit shall have the number of votes equal to the number of directors to be elected "at large"; provided, however, that only one vote may be cast with respect to the election of each director to be elected. Cumulative voting shall not be allowed in the election of directors to the Board or for any other purpose.

4.3 Opportunities for Community Interaction.

The Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may sponsor community social media accounts, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and residents to interact and participate in Association-sponsored activities. To the extent not prohibited by Colorado law, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means. The Association may adopt from time to time Board Resolutions requiring the Owners to supply the Association with appropriate addresses, user names, or other information for purposes of providing electronic notifications or communications.

Chapter 5
ASSOCIATION FINANCES

5.1 Association Expenses

(a) ***Common Expenses.*** Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses.**" Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Declaration, any Supplemental Declaration, or any other recorded covenants or agreements (whether or not such agreements are recorded).

(b) ***Service Area Expenses.*** All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Area, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses.**" Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Unit among all Service Areas receiving the same service.

5.2 Budgeting for and Allocating Association Expenses

(a) ***Preparation of Budget.*** Until the Association first levies assessments, the Declarant shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with this chapter.

At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year. In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the benefit of such Service Area in the coming year.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and

replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense of the Service Area for whom the budget is prepared, as applicable. In determining the amount of such reserve contribution, the Board may take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset. In order to assist it in determining the amount of the reserves, the Board may, but is not obligated to, engage a third-party reserve specialist to help determine when capital items need to be replaced and to calculate their replacement cost over a period not to exceed thirty (30) years. Neither the Board nor any of its members shall have any liability whatsoever to Owners or to any other Persons on account of the fact that actual Common Expenses will vary from any budget of estimated Common Expenses.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units (including amounts to which the Association is entitled pursuant to any covenant or agreement to share costs), and the amount to be generated through the levy of Base Assessments and Service Area Assessments pursuant to subsections (b) and (c).

(b) ***Calculation of Base Assessments.*** The total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Units, shall be allocated equally among all Units subject to assessment under Section 5.5 and levied as a "**Base Assessment**."

(c) ***Calculation of Service Area Assessments.*** The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Units in the Service Area that are subject to assessment under Section 5.5 and levied as a "**Service Area Assessment**." Unless otherwise specified in any Supplemental Declaration applicable to a Service Area, Service Area Assessments shall be set at a uniform rate per Unit in the Service Area, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine.

All amounts the Association collects as Service Area Assessments shall be expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) ***Declarant's Subsidy Option.*** The Declarant may, but shall not be obligated to, pay a subsidy to the Association, for any fiscal year, which may artificially

reduce the Base Assessment for the applicable fiscal year. Any such subsidy may be treated as a contribution to the Association, a payment of any assessment owed by the Declarant, an advance against future assessments due from the Declarant, a loan, or in any other appropriate manner in the Declarant's discretion. Payment of such subsidy in any year shall not obligate the Declarant to continue payment of such subsidy in future years unless otherwise provided in a separate written agreement. Notwithstanding the foregoing provisions of this Section 5.2(d), if the Declarant pays any subsidy to the Association and it is subsequently determined by a court or arbitrator having jurisdiction over the matter that the Declarant owes the Association any amount of assessments for any prior period, then the subsidy or subsidies previously paid by the Declarant to the Association shall be credited against the amounts owed by the Declarant, notwithstanding any previous characterization of such subsidy (*e.g.*, a contribution or an advance payment or a loan), except that in the case of a subsidy that the Declarant caused to be characterized as a loan, the amount of such subsidy that shall be credited against amounts owed by the Declarant shall be limited to the amounts of such loan that have not been previously repaid by the Association.

(e) ***Notice of Budget and Assessment; Right to Disapprove.*** The Board shall send a summary of each applicable budget, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets and a notice setting the date of a meeting for the Owners to consider the budget, to each Owner within 90 days from the date the Board adopts the budget. Regardless of the presence or absence of a quorum, the Common Expense budget shall automatically become effective unless disapproved at the meeting by 75% of the Owners. Each Service Area budget shall automatically become effective unless disapproved at the meeting by Owners of at least 67% of the Units within the Service Area.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

(f) ***Budget Revisions.*** The Board may revise the budget for the Community and/or for any Service Area and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in subsection (e) above.

5.3 Special Assessments

The Association may levy "**Special Assessments**" to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget for any reason. Except as otherwise specifically provided in this Declaration, any Special Assessment for Common Expenses shall become effective and shall

be allocated equally among all Units that will be subject to the Special Assessment unless the Owners of at least 67% of such Units disapprove at a meeting held within 30 days after the levy of the Special Assessment by the Board. Any Special Assessment for Service Area Expenses shall be allocated in the same manner as Service Area Assessments under Section 5.1(b) and shall become effective unless the Owners of at least 67% of the Units in the benefited Service Area disapprove at a meeting held within 30 days after the levy of the Special Assessment by the Board. In addition, during the Development and Sale Period, any Special Assessment shall also require the Declarant's written consent. Special Assessments shall be payable in such manner and at such times as the Board determines and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

5.4 Specific Assessments

The Association may levy "**Specific Assessments**" against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services the Association may offer (which might include the items identified in Section 11.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents and costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

(c) to cover the Unit's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Owners of Units in the Service Area and an opportunity for such Owners to be heard, in accordance with the By-Laws, before levying any such Specific Assessment.

5.5 Authority to Assess Owners; Time of Payment

The Declarant hereby establishes, and the Association is hereby authorized to levy, assessments as provided for in this chapter and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit on the first day of the month following the date on which the Declarant transferred title to the Unit. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

So long as any Unit within the Community consists of unimproved land or land upon which a building or dwelling is being constructed or has been completed, but is not permanently occupied or is being used as a model home, or land upon which a model home that is being used for sales and marketing purposes is being operated (each, an "**Unfinished Unit**"), Common Expenses shall be assessed exclusively to all Units in the Community that are not Unfinished Units, except to the extent expressly stated below in this Section 5.5 with respect to a portion of Common Expenses that will be assessed against Unfinished Units.

A Builder that owns an Unfinished Unit consisting of unimproved land or land upon which a dwelling is being constructed or upon which a dwelling has been completed but is not permanently occupied and is not being used as a model home does not receive the benefit of all or most of the Common Expenses incurred by the Association. For example, but without limitation, such a Builder would not receive the benefit of: (i) utility costs to light or otherwise utilize or operate Common Area; (ii) the cost of maintaining, repairing or replacing any structures or improvements (such as play equipment) that are Common Area; (iii) insurance covering Common Area; (iv) snow removal from sidewalks that are Common Area; and (v) landscape maintenance and replacement. Accordingly, such Builders shall be required to pay only 25% of the Base Assessment that would otherwise be applicable to such Unit and for all purposes such percentage is deemed to be a reasonable determination of the portion of Common Expenses that benefit such Unit and any Person challenging such percentage shall have the burden of proving that such percentage is not a reasonable determination of the portion of Common Expenses that benefit such Unit. Notwithstanding the foregoing, once a Builder transfers title to a completed dwelling constructed on the land of an Unfinished Unit, the Unit conveyed shall be subject to and the Owner of such Unit shall pay 100% of the Base Assessment from and at all times after the date of such conveyance in accordance with the terms of this Declaration.

A Builder that owns a Unit consisting of improved land upon which a model home that is used for sales and marketing purposes is being operated does not receive the benefit of all or most of the Common Expenses incurred by the Association, particularly because such model home is not permanently occupied. Accordingly, such Builders shall be required to pay only 35% of the Base Assessment that would otherwise be applicable to such Unit and for all purposes such percentage is deemed to be a reasonable determination of the portion of Common Expenses that benefit such Unit and any Person challenging such percentage shall have the burden of proving that such percentage is not a reasonable determination of the portion of Common Expenses that benefit such Unit. Notwithstanding the foregoing, once a Builder transfers title to a model home, the Unit conveyed shall be subject to and the Owner of such Unit shall pay 100% of the Base Assessment from and at all times after the date of such conveyance in accordance with the terms of this Declaration.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit. The Board may also impose special requirements for Owners with a history of delinquent

payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

5.6 Obligation for Assessments

By accepting a deed or entering into a recorded contract to purchase any Unit, each Owner covenants and agrees to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 21% per annum or such other rate as the Board may establish, subject to the limitations of Colorado law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or non-use of services provided to all Units or to all Units within the Service Area to which the Unit is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, and with reasonable advance notice, the Association shall furnish to any Owner liable for any type of assessment a certificate signed by an Association officer or the Association's managing agent setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable preparation and processing fee for the issuance of such certificate.

5.7 Lien for Assessments

(a) ***Existence of Lien.*** In accordance with §38-33.3-316 of the Act, and subject to the limitations of any other applicable provisions of the Act or Colorado law,

the Association shall have a statutory lien against each Unit to secure payment of assessments, as well as interest, late charges (subject to the limitations of Colorado law), and costs of collection (including attorneys' fees and expenses). Such lien shall be superior to all other liens except as provided in §38-33.3-316 of the Act.

(b) ***Enforcement of Lien.*** The Association may foreclose its statutory lien in like manner as a mortgage on real estate. The Association may also bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same, in addition to pursuing any and all remedies allowed by law to enforce the lien. Any suit by the Association to recover unpaid assessments and other charges described in this Chapter 5 or to foreclose its statutory lien is an Exempt Claim and shall not be subject to the provisions of Chapter 19.

(c) ***Effect of Sale or Transfer.*** Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner of the foreclosed Unit shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 5.5, including such acquirer, its successors and assigns.

5.8 Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility; and

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members or owned by the members of a Neighborhood Association as tenants-in-common.

5.9 Capitalization of Association

The first Owner of each Unit other than the Declarant, a Declarant Affiliate or a Builder shall make a contribution to the working capital of the Association in an amount equal to one-fourth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Association immediately upon transfer of title, for its use in covering initial start-up expenses, operating expenses and other expenses it incurs pursuant to the Governing Documents.

5.10 Use and Consumption Fees

The Board may charge use, consumption, and activity fees to any Person using Association services or facilities or participating in Association-sponsored activities. The Board may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.*, Owners and non-Owners).

Chapter 6
ARCHITECTURE, LANDSCAPING, AND AESTHETIC STANDARDS

6.1 General

All site work, landscaping, structures, improvements, and other items initially placed on a Unit in a manner or location visible from outside of any structures on the Unit ("**Improvements**") are subject to standards for design and aesthetics adopted pursuant to this chapter ("**Guidelines** ") and to the approval procedures set forth in this chapter, except as this chapter or the Guidelines may otherwise specify. After the initial construction and installation of all site work, landscaping, structures and all other improvements regulated under the Guidelines are complete, alterations, additions and other improvements to the landscaping, structures, improvements and other items placed on a Unit in a manner or location visible from outside of any Improvements are subject to the Guidelines. Improvements shall include, but not be limited to, staking, clearing, excavation, grading and other site work; initial construction of any dwelling or accessory buildings; exterior alteration of existing improvements; installation or replacement of: mailboxes; basketball hoops; swing sets and similar sports and play equipment; garbage cans; antennas, satellite dishes and other apparatus for the transmission or reception of television, radio, satellite, or other similar signals of any kind; irrigation systems, sidewalks, parking areas or driveways; exterior lighting; awnings; hedges, walls, dog runs, animal pens, or fences of any kind; painting or other finish materials; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, regulation of antennas, satellite dishes, and any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be in strict compliance with all federal laws and regulations.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme for such structures or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a structure except as set forth in the Guidelines.

Approval under this chapter is not a substitute for any approvals or reviews required by the City of Grand Junction, Mesa County or any other municipality, governmental or quasi-governmental agency or entity having jurisdiction over architectural or construction matters.

This chapter shall not apply to the Declarant's design and construction activities or to the Association's activities during the Development and Sale Period.

Any suit by the Association, the Declarant, the Reviewer or an affected Owner that involves a dispute concerning the procedures for approval of Improvements under this Chapter 6 is an Exempt Claim, including, without limitation, any suit arising from the Reviewer's failure to approve a proposed Improvement. Any suit by the Association, the Declarant or an affected Owner to enforce the provisions of this Chapter 6, including, without limitation, any suit with respect to a violation of the Guidelines, is an Exempt Claim.

6.2 Design Review Authority

(a) ***Declarant***. The Declarant shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Units planned for the property described in Exhibits "A" and "B" have been improved with buildings and conveyed to Owners other than the Declarant. The Declarant may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, the Declarant and its designee act solely in the Declarant's interest and owe no duty to any other Person.

From time to time, the Declarant may delegate any or all of its rights under this chapter to other Persons, committees appointed by Declarant, or the Design Review Committee created pursuant to Section 6.2(b). Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Declarant's right to revoke such delegation at any time and reassume its prior control, and (ii) the Declarant's right to veto any decision by the Design Review Committee in its discretion. So long as the Declarant has any rights under this chapter, the authority of others to consider, approve or deny applications for proposed Improvements shall be limited to such matters as the Declarant specifically delegates.

(b) ***Design Review Committee***. Upon the Declarant's delegation of authority pursuant to Section 6.2(a), or upon expiration or termination of the Declarant's rights under this chapter, the Board shall appoint a Design Review

Committee ("**Design Review Committee**" or "**DRC**") to assume authority over matters related to the construction or alteration of Improvements, the Guidelines and related matters within the scope of the delegated authority or this chapter. The DRC shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. DRC members need not be Owners or representatives of Owners. The DRC may include architects, engineers, or similar professionals. The Association may compensate DRC members in such manner and amount, if any, as the Board may determine appropriate.

Until the earlier of expiration of the Declarant's rights under this chapter or the date upon which Declarant delegates all of its rights under this chapter, the DRC shall notify the Declarant in writing within three business days of any action (*i.e.*, approval, partial approval, or disapproval) it takes under this chapter. A copy of the application and any additional information the Declarant may require shall accompany the notice. The Declarant shall have 10 business days after receipt of such notice to veto any such action, in its discretion, by written notice to the DRC. Additionally, the Declarant may also relieve the DRC of its obligation to provide such notice to Declarant in its discretion.

(c) ***Reviewer***. For purposes of this chapter, the Person having jurisdiction in a particular application shall be referred to as the "**Reviewer**."

(d) ***Fees; Assistance***. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Association's annual operating budget.

6.3 Guidelines and Procedures

(a) ***Guidelines.*** The Declarant has prepared the initial Guidelines, which contain general provisions applicable to all of the Community as well as specific provisions that vary among uses, housing types, or locations within the Community. Without limiting the generality of the foregoing sentence, the Declarant may also modify or supplement the Guidelines with provisions that are specific to uses, lot sizes, housing types, or locations within the Community; all references in the Governing Documents to the Guidelines shall include any such guidelines that are specific to uses, lot sizes, housing types, or locations within the Community, as well as the guidelines that are applicable to all of the Community. The Guidelines are intended to provide guidance to Owners, architects, and contractors regarding matters of particular concern to the Reviewer. The Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Guidelines does not guarantee approval.

The Declarant shall have sole and full authority to amend the Guidelines for so long as it has review authority under Section 6.2(a). The Declarant's right to amend the Guidelines shall continue even if it delegates reviewing authority to the DRC, unless the Declarant also delegates the power to amend the Guidelines to the DRC. Upon expiration or delegation of the Declarant's right to amend, the DRC may amend the Guidelines with the Board's consent.

Amendments to the Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures or landscaping previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Guidelines, as amended. There shall be no limitation on the scope of amendments to the Guidelines and such amendments may eliminate requirements previously imposed or otherwise make the Guidelines less restrictive.

The Reviewer shall make the Guidelines available to Owners and their architects and contractors upon request.

(b) ***Procedures.*** Unless the Guidelines provide otherwise, no activities within the scope of this chapter (as described in Section 6.1) may begin on any property within the Community until a written application is submitted to and approved in writing by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer or the Guidelines require, including, without limitation site-specific grading plans, which plans may also require the approval of the City of Grand Junction and other governmental or quasi-governmental offices or agencies.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are inherently subjective and that opinions may vary as to the desirability and/or attractiveness of particular Improvements.

The Reviewer shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to the procedures in Chapter 19 or judicial review so long as they are made in good faith and in accordance with required procedures set forth herein and in the Guidelines.

The Reviewer may exempt certain activities from the application and approval requirements of this chapter if such activities are undertaken in compliance with the Guidelines and the Community-Wide Standard.

6.4 No Waiver of Future Approvals

The people reviewing applications under this chapter will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Guidelines, may vary. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

6.5 Variances

Variances from the building restrictions imposed by this Declaration may be granted as provided in the Guidelines.

6.6 Limitation of Liability

This chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community and they do not create any duty to act for the benefit of any Person. Review and approval of any application pursuant to this chapter and the Guidelines may be based purely on subjective aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners.

The Declarant, its officers, directors, members, managers, employees and agents, the Association, its officers, directors, employees and agents, the Board, the Reviewer, any committee, any member of any of the foregoing and any other Reviewer shall not be liable for (a) soil conditions, drainage, or other general site work, including grading; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Declarant has approved or featured such contractor as a Builder; or (d) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Unit. Neither the Declarant, its officers, directors, members, managers, employees or agents, nor the Association, its officers, directors, employees or agents, the Board, the Reviewer, any committee, any member of any of the foregoing and any other Reviewer shall have any duty or obligation whatsoever to warn or advise any Owner that has requested approval pursuant to this chapter of any condition, physical, financial, or otherwise, that may exist on or with respect to or in connection with such Owner's Unit (including the land contained within such Unit) in connection with such Owner's request for approval, and all such duty and obligation, if any would otherwise exist, is hereby fully and forever irrevocably waived, released and discharged

in all respects. In all matters subject to this chapter, the Association shall defend and indemnify the Board, the DRC, any Reviewer, and the members, managers, shareholders, partners, officers, and directors of each, as provided in the By-Laws.

Chapter 7
USE AND CONDUCT

7.1 Use, Occupancy, and Transfer of Interests in Units

(a) ***Residential and Related Uses.*** Units may be used only for residential and related purposes, except as the Declarant may otherwise authorize with respect to construction, marketing, and sale activities of the Declarant and Builders it designates or as may be provided in the covenants applicable to any Neighborhood Association, which may provide for a wider range of uses. An activity shall be considered "related" to a residential use and thus permitted under this section only if conducted by a person or persons residing in the Unit and only if the activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning and other governmental requirements, including, without limitation, requirements for home occupation, if applicable;

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the Community's overall character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board may determine in its discretion.

"Business" as used in connection with uses related to residential use shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required. Upon request by the Association, any Person engaged in a business activity in a Unit shall provide the Association with a copy of all permits, licenses or certificates required by governmental agencies.

Leasing a Unit for residential or such other purposes as may be permitted by the covenants in any Neighborhood Association shall not be considered a "business" within the meaning of this subsection.

(b) ***Leasing.*** For purposes of this Declaration, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

For any Lease with a term in excess of 30 days, the Owner of the leased Unit shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require within 10 days of the commencement of the Lease term. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt resolutions governing leasing and subleasing, as further provided in subsection 7.3(f).

(c) ***Transfer of Title.*** Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title. The Owner desiring to sell or otherwise transfer title to his or her Unit shall comply with the all applicable provisions of federal, state and local law and regulation regarding disclosure to the buyer as it relates to the Community and shall deliver to the Association the buyer's signed acknowledgement that the Owner has made such disclosure as necessary.

(d) ***Subdivision and Combination of Units; Condominiums.*** No Person other than the Declarant and Builders whom the Declarant may authorize shall subdivide, including, without limitation, subdivision by the creation of a condominium regime, or change the boundary lines of any Unit or combine Units without the Board's prior written approval and the prior written approval of the Declarant during the Development and Sale Period. Any such action that the Board approves shall be effective only upon recording of a Subdivision Plat or other appropriate legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). The Board's approval may set forth a determination of how combined Units shall be treated

for purposes of voting or assessment. In the absence of such a determination, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with only a physical structure.

(e) ***Timesharing.*** No Unit shall be used for operation of a timesharing, fraction-sharing, interval estate, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established by the Declarant or with the Declarant's prior written approval.

(f) ***Vehicles and Garages.*** No automobile of any kind may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle not in a garage shall be considered a nuisance and may be removed from the Community. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board.

Recreational vehicles of every kind and type shall be parked only in the garages, if any, serving the Units, except that recreational vehicles may be parked on Units that contain a land area equal to or greater than 1 ½ acre and, in such case, only on hard-surfaced areas on such Unit approved as provided in Chapter 6. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision in excess of seven days shall be considered a nuisance and may be removed from the Community. The Declarant and/or the Association may, but have no obligation to, designate certain parking areas within the Community for recreational vehicles subject to reasonable community regulations and fees, if any.

No vehicle of any type shall be parked on any unpaved surface of a Unit that is visible from any street or any other Unit, nor shall any vehicle be parked on the east side of Canyon Rim Trial.

Parking on any cul-de-sac street with a landscape island is restricted to the inside curb of the island. No vehicles, except for public safety vehicles temporarily parked, may be parked along the outside curb of any street with a cul-de-sac island.

All vehicles shall be subject to such reasonable community regulations as the Board may adopt. The Board may establish and levy fines and Specific Assessments for violation of such community regulations. The Association may also tow, at the expense of the Owner, any vehicle parked within the Community in violation of community regulations or any Governing Document.

(g) ***Signs.*** No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the Board, except: (i) such signs as may be required by legal proceedings; (ii) not more than one professional security sign of such size deemed reasonable by the Board in its sole discretion; (iii) a sign in a size determined by the Board advertising the Unit upon which such sign is located is for sale; and (iv) political signs erected in accordance with the requirements of the Act.

Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Community, including the Common Area, any Unit, any structure or dwelling located on the Common Area or any Unit, if such sign would be visible from the exterior of such structure or dwelling as determined in the Board's sole discretion.

The Board reserves the right to restrict the number, size, color, lettering, design and placement of all signs, subject to applicable provisions, if any, of the Act. This provision shall not apply to entry, directional, or other signs installed by the Declarant.

(h) ***Lights and Overhead Utility Lines.*** Unless prior approval in writing is obtained from the Declarant or the DRC by the Owner or occupant, exterior lighting visible from the street shall not be permitted except for: (i) approved lighting as originally installed on a Unit; (ii) one approved decorative post light; (iii) pathway lighting; (iv) landscape and accent lighting; (v) street lights in conformity with an established street lighting program for the Community; (vi) seasonal decorative lights during the usual and common season; or (vii) front house illumination of model homes in compliance with the Guidelines. Overhead utility lines, including lines for cable television, shall not be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(i) ***Outdoor Play Equipment, etc.*** The Board shall have the power to adopt Community regulations that limit or prohibit outdoor play equipment and similar items. Without limiting the scope of such Community regulations, the regulations may limit the location of any such items. In all events, outdoor trampolines are prohibited in the Community.

(j) ***Artificial Turf.*** Lawn areas of Units may be a combination of sod, shrubs, trees, other landscape materials and xeriscape materials, as may be approved by the Reviewer upon application of the Owner. However, no artificial turf may be used on any Unit outside of the structure on such Unit, except that the DRC may, in its absolute discretion, approve the use of artificial turf in rear yards.

(k) ***Sight Distances at Intersections.*** All property located at street intersections or driveways shall be landscaped so as to permit safe sight across such areas and to comply with applicable requirements of the City of Grand Junction or any

other governmental or quasi-governmental agency having authority regarding visibility and site distances.

(l) ***Storage of Materials, Garbage, Dumping, Etc.*** All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of: grass clippings, leaves and other debris; rubbish, trash and garbage; petroleum products, fertilizers, and other potentially hazardous or toxic substances in any drainage ditch, stream or pond within the Community, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff.

No lumber, metals, bulk materials, refuse, trash and other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Unit, except during the initial construction period of the improvements to the Unit and except for firewood that is stacked neatly, located in the rear yard of the Unit and is not visible from the street. In addition, during construction, the building materials on any Unit shall be placed and kept in an orderly fashion. Any Unit on which construction is in progress shall be policed prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

(m) ***Garage Conversions***. No garage space shall be converted to living area without the prior written consent of the Board.

(n) ***Animals and Pets.*** No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Unit; provided, however, that a reasonable number of dogs, cats, and other usual and common household pets traditionally kept indoors, as determined by the Board from time to time whether by Board Resolution or otherwise, may be maintained and kept, but not bred for commercial purposes, within Units. No hoofed animals of any kind or size, and no stables or corrals for hoofed animals, shall be allowed within the Community. All pets shall be reasonably controlled by the owner whenever outside a structure and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's actions and shall promptly clean up after the pet. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Community or to nearby property or destructive of wildlife, they shall be removed from the Community.

(o) ***Nuisance.*** It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any

substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

Each Owner shall maintain its Unit in a neat and orderly condition throughout initial construction of a dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Community. Storage of construction materials on the Unit shall be subject to such conditions, rules, and regulations as may be set forth in the Guidelines. Each Owner shall keep roadways, easements, swales, and other portions of the Community clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Units and shall not be buried or covered on the Unit. Owners shall remove trash and debris from the Unit and temporarily suspend construction activities on the Unit upon reasonable notice by Declarant in preparation for special events.

No noxious or offensive activity as determined by the Board through Board Resolution or otherwise shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community as determined in the sole discretion of the Board. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by Declarant or the DRC shall be located, installed or maintained upon the exterior of any structure or elsewhere within any Unit unless required by law.

(p) ***Enforcement.*** Any suit by the Association to enforce any of the terms, provisions and restrictions set forth in this Chapter 7 is an Exempt Claim and shall not be subject to the provisions of Chapter 19 below.

7.2 Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern the Community. Community regulations, if any, shall be adopted by the Board in accordance with the procedure described below in this Section 7.2.

The Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board is authorized to change any of the community regulations it adopts in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) ***Board Authority.*** Subject to the notice requirements in subsection (b), the consent of the Declarant during the Development and Sale Period, and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its members, the Board may adopt resolutions establishing community regulations, modifying existing community regulations or rescinding existing community regulations by majority vote of the directors at any Board meeting provided that the Owners do not disapprove of such resolutions in accordance with subsection (c).

(b) ***Notice.*** The Board shall send notice to all Owners concerning any proposal to adopt a community regulation(s) or to change or rescind an existing community regulation(s) at least 30 days prior to the meeting of the Board at which such action is to be considered. At any such meeting, the Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote and to exercise their disapproval rights granted in subsection (c).

This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to Common Area, such as hours of operation of a recreational facility (if any), speed limits on private roads (if any), the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, and fees for the use of a facility, notwithstanding that such policies may be published as part of the community regulations.

(c) ***Owners' Rights.*** At the meeting of the Board at which a resolution to adopt a new community regulation(s), to modify an existing community regulation(s), and/or to rescind an existing community regulation(s) is approved by majority vote of the directors at such Board meeting, such resolution shall automatically become effective, on the date described in subsection (d), regardless of the presence or absence of a quorum of the Owners, unless disapproved at the meeting by 75% of all Owners.

The disapproval rights of the Owners described in this subsection (c) do not apply to administrative and operating policies that the Board may adopt relating to Common Area, such as hours of operation of a recreational facility (if any), speed limits on private roads (if any), the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, and fees for the use of a facility, notwithstanding that such policies may be published as part of the community regulations.

(d) ***Effective Date.*** A resolution proposing, modifying and/or rescinding a community regulation(s) adopted under this section shall take effect 10 days after the date of the Board meeting at which such resolution was considered.

(e) ***Conflicts.*** No action taken under this section shall have the effect of modifying or repealing the Guidelines, or any provision of this Declaration other than the community regulations. In the event of a conflict between the Guidelines and any

community regulation, the Guidelines shall control. In the event of a conflict between a community regulation and any provision of this Declaration, the Declaration shall control.

7.3 Protection of Owners and Others

Except as may be set forth in this Declaration (either initially or by amendment), all community regulations shall comply with the following provisions:

(a) ***Similar Treatment.*** Similarly situated Units shall be treated similarly; however, community regulations may vary by Neighborhood, Service Area, or housing type.

(b) ***Displays.*** Nothing in the community regulations shall prohibit an Owner or occupant from displaying political, religious, or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods. However, the Association may adopt time, place, and manner restrictions with respect to signs, symbols, and displays visible from outside of structures on the Unit, including reasonable limitations on size and number.

(c) ***Household Composition.*** Nothing in the community regulations shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size and facilities and its fair share use of the Common Area.

(d) ***Activities Within Dwellings.*** Nothing in the community regulations shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

(e) ***Allocation of Burdens and Benefits.*** Nothing in the community regulations shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 5.

(f) ***Leasing and Transfer of Units.*** Nothing in the community regulations shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit; however, the community regulations may require a minimum lease term of up to 12 months. Minimum lease terms may vary by Neighborhood, Service Area, or housing type. Community regulations may also require that Owners use Board-approved lease forms (or include specific lease terms), and may impose a reasonable review or administrative fee in connection with the Board's review of a lease. Community regulations shall not be inconsistent with the provisions of subsection 7.1(b).

(g) ***Abridging Existing Rights.*** Nothing in the community regulations shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the community regulations in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the regulation.

(h) ***Reasonable Rights to Develop.*** Nothing in the community regulations may interfere with the Declarant's, or any Builder's, ability to develop, market, and sell property in the Community.

(i) ***Interference with Easements.*** Nothing in the community regulations may interfere with the exercise of any easement.

7.4 Owners' Acknowledgment and Notice to Purchasers

By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the community regulations, which may change from time to time. A copy of the current community regulations and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

Chapter 8
MAINTENANCE, REPAIR, AND REPLACEMENT

8.1 Maintenance by Owners

Each Owner shall maintain his or her Unit, including all structures, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration, any Supplemental Declaration, or by law. Regardless of whatever else may be provided in this Declaration, no Person whose property or action is subject to this Declaration, specifically including the Owners, the Association, or any Neighborhood Association, shall do or suffer to

be done anything that would modify, alter or change in any way the swales, berms, grades, or other drainage facilities required by any part of the design of the Community or any site-specific drainage plans approved for any part of the Community.

8.2 Maintenance of Neighborhood Association Property and Property Within Service Areas

A Neighborhood Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants adopted in accordance with Section 12.6.

The Association may assume maintenance responsibility for property in any Neighborhood Association, either upon designation of the Neighborhood Association as a Service Area pursuant to Section 3.3 or upon the Board's determination, pursuant to Chapter 9, that the level and quality of maintenance then being provided is not consistent with the Community-Wide Standard. The Association need not treat all similarly situated Neighborhood Associations the same. The Association may assume maintenance responsibility, or specific responsibilities (such as removal of snow from sidewalks or maintenance of painted areas on the exterior of dwellings), in a Service Area.

8.3 Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either a Neighborhood Association (if any) or the Association carries such insurance (which they may but are not obligated to do). If the Association assumes responsibility for insuring a Unit, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner.

Within 90 days after any damage to or destruction of a structure on a Unit, the Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Chapter 6 unless the Board, in its discretion, agrees to extend such period. Alternatively, the Owner shall clear the Unit of debris and maintain it in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that insurance proceeds do not cover.

Additional recorded covenants applicable to any Neighborhood Association or Service Area may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Units and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

This section shall apply to a Neighborhood Association with respect to common property of the Neighborhood Association in the same manner as if the Neighborhood Association was an Owner and the common property was a Unit.

8.4 Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Owners of adjacent Units, or other recorded documents applicable to adjacent Units:

(a) Each wall, fence, driveway, or similar structure built as part of the original construction on the Units that serves and/or separates any two adjoining Units shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who share the party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who shares the structure may restore it. All Owners that share the structure shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other Owners that share the party structure under any rule of law regarding liability for negligent or willful acts or omissions.

(c) The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this section, shall be appurtenant to the land and shall pass to such Owner's successor-in-title.

(d) To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Chapter 19.

Chapter 9
COMPLIANCE AND ENFORCEMENT

9.1 Compliance

Every Owner, occupant, and visitor to a Unit must comply with the Governing Documents and shall be subject to enforcement remedies for violations as described in this chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, all

violations of the Governing Documents by the occupants, tenants, guests, or invitees to their Units, and for any damage to the Area of Common Responsibility that such Persons may cause.

9.2 Remedies for Non-Compliance

The Association, the Declarant and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents. In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents.

(a) ***Sanctions Requiring Prior Notice and Hearing.*** After written notice and an opportunity for a hearing in accordance with the By-laws, the Board may:

(i) impose reasonable monetary fines, which shall constitute a lien upon the violator's Unit. In the event that any occupant, tenant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) suspend an Owner's right to vote (except that no hearing is required if the Owner is more than 60 days delinquent in paying any Base, Service Area or Special Assessment or other charge owed to the Association);

(iii) suspend any Person's right to use any Common Area facilities (A) for any period during which any charge against such Owner's Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (except that no hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association); provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) suspend services the Association provides (except that no hearing is required if the Owner is more than 60 days delinquent in paying any assessment or other charge owed to the Association);

(v) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(vi) preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Chapter 6, including the Guidelines, from continuing or performing any further activities in the Community;

(vii) levy Specific Assessments to cover costs the Association incurs in bringing a Unit into compliance with the Community-Wide Standard or other requirements under the Governing Documents; and

(viii) record a notice of violation with respect to any Unit on which a violation exists.

(b) ***Other Sanctions.*** The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing and without liability to any Person:

(i) exercise self-help or take action to abate a violation on a Unit in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of this Declaration or the other Governing Documents);

(ii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iii) require an Owner or a Neighborhood Association, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Unit or on the Neighborhood Association's property, respectively, that is in violation of the Community-Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition;

(iv) enter the property and exercise self-help to remove or cure a violating condition if an Owner or Neighborhood Association fails to take action as required pursuant to subsection (iii) above within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; and

(v) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(c) ***Additional Powers Relating to Neighborhood Associations.*** In addition to the foregoing sanctions, the Association shall have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore.

A Neighborhood Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association

in the notice. If the Neighborhood Association fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Association and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

9.3 Board Decision to Pursue Enforcement Action

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

9.4 Attorneys' Fees and Costs

In any action to enforce the Governing Documents the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. In any action with respect to any claim in which an Owner is alleged to have violated a provision of the Act or the Governing Documents, and in which the court finds that the Owner prevailed because the Owner did not commit the alleged violation, the Association shall be precluded from allocating to the Owner's account with the Association any of the Association's costs or attorney fees incurred in asserting or defending the claim.

Chapter 10
PROPERTY MANAGEMENT

10.1 Acceptance and Control of Association Property

(a) ***Transfers and Conveyances by Declarant.*** The Declarant and its designees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Community, and the Association shall accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. If the Declarant or its designees transfers or conveys any unimproved property upon which the Declarant or its designee intends to install or construct improvements therein or thereon or that may be required by a governmental authority having jurisdiction to be installed or constructed therein or thereon, including, without limitation, landscaping improvements, fences, retaining walls, recreational facilities, a club house, picnic tables and related improvements, benches, paving, curb and gutters for Private Streets, street lighting, including light poles, signs, including street signs, mail kiosks, entry booths, gates or fences, the Declarant, for itself, its designees, successors and assigns, excepts, reserves and shall have a non-exclusive easement in, over, across and under the real property transferred or conveyed to the Association as may be necessary for the installation or construction of any such

improvements therein or thereon. No Common Area transferred or conveyed to the Association by the Declarant shall impose upon the Association any obligation to make monetary payments to the Declarant or any affiliate of the Declarant, including, but not limited to, any purchase price or rent.

(b) ***Management and Control.*** The Association is responsible for management, operation, and control of the Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area, for payment or no payment, as the Board deems appropriate. The Association may permit use of Common Area facilities by persons other than Owners and occupants of Units and may charge use fees, in such amount as the Board may establish, for such use.

10.2 Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

(a) the Common Area, including, without limitation, maintenance, repair, and replacement of, and snow removal from, any Private Streets, drainage improvements or infrastructure, including, without limitation, pipes, inlets, and detention/retention basins, the landscaping island in Canyon Rim Drive, and private parking areas, unless such maintenance, repair, replacement and/or snow removal is performed by a governmental or quasi-governmental entity, including, without limitation, a Special District;

(b) landscaping within public rights-of-way within or abutting the Community to the extent that responsible governmental authorities do not maintain it to the Community-Wide Standard, subject to any necessary governmental approvals, permits or permissions as may be required by federal, state or local law and regulation;

(c) such portions of any additional property as may be dictated by the Declarant, this Declaration, any Supplemental Declaration, or any covenant or agreement for maintenance entered into by, or otherwise binding on, the Association; and

(d) any property and facilities that the Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its members. The Declarant shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until the Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property it does not own, including, without limitation, Units, property dedicated to the public, or property owned or maintained by a Neighborhood Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

10.3 Discontinuation of Operation

The Association shall maintain the Common Area facilities in continuous operation unless the Declarant, during the Development and Sale Period, and at least 75% of the Owners other than the Declarant, consent in writing to discontinue such operation. This section shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, nor to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

10.4 Restoring Damaged Improvements

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, only the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes. The Board may elect to forego filing and adjusting any insurance claims.

The Association shall repair or reconstruct damaged Common Area improvements unless the Declarant, during the Development and Sale Period, and at least 75% of the Owners, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information is available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 19.4.

10.5 Relationships with Other Properties

The Association may contract with the owner of any neighboring property to provide for sharing of costs associated with (a) maintenance and operation of mutually beneficial properties or facilities, or (b) provision of mutually beneficial services.

10.6 Cooperation with Special District

The Association shall have the power, and is hereby authorized, to contract with and to cooperate with one or more special purpose unit(s) of local government created in accordance with Colorado law ("**Special District**"), in order to ensure that their respective responsibilities are discharged. The Association is further authorized to act on behalf of the Owners to ensure that the level of services provided by the Special District is consistent with the Community-Wide Standard. In addition, the Board may assign or delegate to any Special District, any of the functions that the Association is required or permitted to perform pursuant to this Declaration, including, without limitation, trash collection, and operation of a recreation center and/or community center, and design review services and covenant enforcement.

Chapter 11
PROVISION OF SERVICES

11.1 Provision of Services to Units

The Association may arrange for or provide services to Owners and their Units, directly or through contracts with the Declarant or other third parties, including, without limitation, a Special District. The Association may enter into bulk service agreements by which a particular service is provided to all Units, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as cable television, utilities, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services and technology services.

Any Association contract for services may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Unit, may result in termination of services provided to such Unit. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense or Service Area Expense pursuant to Chapter 5.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

11.2 Provision of Services to Service Areas

(a) ***Service Areas Designated by Declarant.*** The Association shall provide services to Units within any Service Area designated by the Declarant pursuant to Section 3.3 as required by the terms of any Supplemental Declaration applicable to the Service Area.

(b) ***Service Areas Designated by Board.*** In addition to Service Areas which the Declarant may designate pursuant to Section 3.3, any group of Owners may petition the Board to designate their Units as a Service Area for the purpose of receiving from the Association (i) special benefits or services which are not provided to all Units, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Owners of a majority of the Units within the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners of at least 67% of the Units within the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 5.2(c).

11.3 Community Technology.

Without limiting the generality of Sections 11.1 and 11.2, the Association is specifically authorized to provide, or to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community ("**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate. The Association shall have no obligation to utilize any particular provider(s). However, except for cause (as defined by written agreement with the provider) or as otherwise provided by the Act, the Association may not, without the Declarant's consent, terminate or refuse to renew any contract entered into during the Declarant Control Period.

Chapter 12
EXPANSION RIGHTS

12.1 Additional Rights Reserved to the Declarant, Withdrawal of Property

The Declarant reserves the unilateral right during the Development and Sale Period to amend this Declaration to withdraw any portion of the Community from the coverage of this Declaration whether originally described in Exhibit "A" or added by Supplemental

Declaration. For the purpose of this Section 12.1, each lot or tract identified as such on the Plat, any Supplemental Plat or Subdivision Plat is a separate portion of the Community that may be withdrawn by the Declarant pursuant to this Section 12.1, except that no lot or tract shall be withdrawn by Declarant after such lot or tract has been conveyed by Declarant to any Person other than an affiliate of Declarant or to a Builder. Each withdrawal, if any, may be affected by the Declarant recording a withdrawal document in the office of the Clerk and Recorder of the county in which such withdrawn property is located. A withdrawal as contained in this Section 12.1 constitutes a divestiture, withdrawal, and de-annexation of the withdrawn property from this Declaration so that after the date of recording a withdrawal document, the property so withdrawn shall not be part of the Community. Notice of any such withdrawal shall, if required by the City, be given to the City. Without limiting the generality of the foregoing, the conveyance by Declarant to a Person other than an affiliate of Declarant or to a Builder of any lot shall not in any manner affect, restrict or limit Declarant's right to withdraw an adjacent or nearby lot or tract. If the property withdrawn contains Units, such a withdrawal shall reduce the total number of votes in the Association equal to the number of Units withdrawn and shall, likewise, reduce the total number of Units subject to assessment.

12.2 Governmental Interests

During the Development and Sale Period, Declarant may designate and convey sites (or the right to use such sites) owned by the Declarant within the Community for fire and police, utility facilities, public schools and parks, streets, and other public or quasi-public facilities. The sites may include other property not owned by Declarant provided the owner of such other property consents.

12.3 Marketing and Sales Activities

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Declarant and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Declarant's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Units. Such permitted facilities and activities may include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features and/or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Declarant and its employees, agents, and designees may park vehicles in designated parking areas.

12.4 Right to Make Improvements, Replat

During the Development and Sale Period, the Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area and to the Expansion Property as it deems appropriate.

In addition, during the Development and Sale Period, the Declarant may subdivide and/or replat property it owns, in conformance with the requirements, if any, of the City, and convert Units it owns into Common Area. Each such subdivision or replatting may change the number of Units in the Community. Such right includes the right to move any lot line(s) on Units for the purpose of accommodating Improvements which are, or may be, constructed.

12.5 Right to Approve Changes in the Community Standards

During the Development and Sale Period, no amendment to or modification of any community regulations or the Guidelines shall be effective without prior notice to and the written approval of the Declarant.

12.6 Additional Covenants and Restrictions

During the Development and Sale Period, no one other than the Declarant may record any additional covenants or restrictions affecting any portion of the Community without the Declarant's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

12.7 Community Systems

The Declarant reserves for itself, Declarant Affiliates, and their respective successors and assigns, a perpetual right and easement over all property in the Community to install and operate such Community Systems as the Declarant, in its discretion, deems appropriate to serve any portion of the Community. Such right shall include, without limitation, the Declarant's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the region. The Declarant also has the right to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

Notwithstanding the above, there is no guarantee or representation that any particular Community System will be made available or, if made available, will be continued in service.

12.8 Easement to Inspect and Right to Correct

The Declarant reserves for itself, the Association, each Builder and others it may designate the right, but not the obligation, to inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any portion of the property within the Community, including dwellings that are part of Units, and a perpetual nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's agreement to the schedule for such entry; provided, however, that if the Owner refuses to agree to any

schedule proposed by the Declarant or a Builder or the Association, as may be applicable (after the Declarant, Builder or the Association has proposed at least three different schedules for such entry), then the Declarant, Builder or the Association, as may be applicable, shall determine the schedule for such entry and give such Owner at least seven (7) days' prior written notice of such schedule and, upon the giving of such notice, such schedule shall be final and binding upon such Owner and any right to challenge such schedule is hereby fully and irrevocably waived by such Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this section shall relieve an Owner of the responsibility for the maintenance and repair of his or her Unit.

12.9 Right to Transfer or Assign the Declarant's Rights

Any or all of the Declarant's rights and obligations set forth in this Declaration or the By-Laws, including, without limitation, any or all special declarant rights (as that term is defined in the Act) may be transferred in whole or in part to other Persons. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the Declarant signs. The foregoing sentence shall not preclude the Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Declarant in this Declaration or the By-Laws where the Declarant does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Declarant's consent to such exercise.

12.10 Special Declarant Rights

In addition to the other rights described in this chapter and elsewhere within this Declaration, the Declarant hereby reserves the following "special declarant rights" (as that term is defined in the Act):

(a) the right to complete any improvements indicated on any plats or maps recorded with or in connection with this Declaration or a Supplemental Declaration, recorded Subdivision Plats of portions of the Expansion Property, and development plans approved by the City of Grand Junction;

(b) the right to exercise any of the following rights:

(i) the right to expand the Community as provided in Chapter 13 by making additional property subject to this Declaration;

(ii) the right to create additional Units up to the number of Maximum Units;

(iii) the right to subdivide or combine Units it owns or to convert Units it owns into Common Area;

(iv) the right to withdraw from the Community any Unit or any portion of a Unit not yet conveyed by the Declarant, or any property that is subject to this Declaration but which is not a Unit and has not yet been conveyed by the Declarant, subject to such local government approvals as may be required;

(v) the right to reconfigure the boundaries of the Common Area;

(c) the right to maintain sales offices, management offices, and advertising signs on the property described in Exhibits "A," "B" and "D," as set forth in Section 12.3;

(d) the right of access over the Common Area for the purpose of making improvements within the property described in Exhibits "A" and "D";

(e) the right to merge or consolidate the Association with another common interest community of the same form of ownership; and

(f) the right to appoint and remove any director or officer of the Association during the Declarant Control Period as provided in the By-Laws.

The foregoing rights may be exercised with respect to different portions of the Community at different times. If a development right (as that term is defined in the Act) is exercised with respect to any portion of the Community, it need not be exercised with respect to all or any other portion of the Community. No assurances are made that any development rights will be exercised and no assurances are made as to the boundaries of the Community or with respect to the order in which such development rights may be exercised. In all events, all development rights expire at 11:59 p.m. on December 31, 2045. The special declarant rights shall be prior and superior to any other provisions of the Governing Documents. The special declarant rights may not, notwithstanding any other provision of this Declaration or the other Governing Documents, be modified, amended, limited, rescinded, terminated or affected by any amendment of this Declaration or the other Governing Documents without the Declarant's prior written consent.

12.11 Termination of Rights

The rights contained in this chapter shall not expire until the earlier of (a) expiration of the Development and Sale Period; or (b) the Declarant's recording of a written statement that all sales activity has ceased and Declarant has surrendered such rights, except that, in all events, the rights contained in this chapter expire at 11:59 p.m. on December 31, 2045.

Chapter 13
EXPANSION OF THE COMMUNITY

13.1 Expansion by Declarant

From time to time, the Declarant may submit to the terms of this Declaration all or any portion of the Expansion Property or any other property (to the extent permitted by the Act) by recording a Supplemental Declaration describing the additional property to be submitted. At the time this Declaration is recorded, the Expansion Property is not subject to the terms of this Declaration and, therefore, is not a part of the Community. The Declarant may record such a Supplemental Declaration without the consent of any Person except the owner of such property, if not the Declarant. The Supplemental Declaration shall comply with the requirements of the Act as may be applicable.

The Declarant's right to expand the Community under this section expires when all of the Expansion Property has been submitted to this Declaration or at 11:59 p.m. on December 31, 2045, whichever is earlier. Until then, the Declarant may, from time to time, transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "D." Any such transfer shall be described in a recorded instrument executed by the Declarant.

Nothing in this Declaration shall require the Declarant or any successor to submit additional property to this Declaration or to develop any of the Expansion Property in any manner whatsoever. Unless and until such property is submitted to the terms of this Declaration, it is not part of the Community and is not subject to the imposition or collection of any Base Assessments, Service Area Assessments, Special Assessments and/or Specific Assessments. Further, the Board shall have no authority to expend any Association funds on expenses for such property that has not been submitted to the terms of this Declaration, if such property is owned by the Declarant, except if the Board determines that there is a clear benefit to the Owners (such as, without limitation, the right to use property owned by the Declarant pursuant to an access easement in favor of the Owners or the Association) and there is also an express written agreement that requires the Association to operate, maintain, repair and/or insure such property or to pay the expenses or a specified portion of the expenses for operation, maintenance, repair and/or insuring of the property owned by the Declarant and not included in the Community

13.2 Expansion by the Association

The Association also may submit additional property to this Declaration by recording a Supplemental Declaration describing the additional property, subject to the requirements of the Act. Any Supplemental Declaration that the Association records must comply with the requirements of the Act and be approved by 67% of the Owners at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Declarant's consent is required. The Association's

President and Secretary, the owner of the property, and the Declarant, if the Declarant's consent is required, shall sign the Supplemental Declaration.

13.3 Additional Covenants and Easements

Any Supplemental Declaration that the Declarant records may impose additional covenants and easements on the property described in such Supplemental Declaration, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplemental Declaration submitting new property to this Declaration or may be set forth in a separate Supplemental Declaration applicable to property previously submitted to this Declaration. If someone other than the Declarant owns the property, then the Supplemental Declaration must be signed by such owner evidencing such owner's consent. Any Supplemental Declaration may add to, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the property described in the Supplemental Declaration, in order to reflect the character and intended use of such property.

13.4 Effect of Filing a Supplemental Declaration

A Supplemental Declaration shall be effective upon recording unless otherwise specified in the Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property made subject to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

13.5 Condominium Conversions

Commercial property may be subjected to the provisions of this Declaration if the owner of the property converts such property to a condominium for residential purposes (*e.g.*, a residential apartment complex is converted to a residential condominium). The property may be subjected to this Declaration in the manner provided in this chapter. In addition, the Declarant's prior written consent shall be necessary during the Development and Sale Period.

Chapter 14
EASEMENTS

14.1 Easements in Common Area

The Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) Certain Owners' rights to the exclusive use of those portions of the Common Area designated "Limited Common Area;" and

(d) The Board's right to:

(i) adopt resolutions regulating Common Area use and enjoyment, including regulations limiting the number of guests who may use the Common Area, and to charge use fees for such use;

(ii) suspend an Owner's right to use Common Area facilities;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(v) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(vi) permit use of any recreational facilities situated on the Common Area by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion;

(vii) permit use of any Common Area facilities, at such charge or no charge as the Board may determine appropriate, for the purpose of offering and conducting classes or other activities for interested Owners and occupants, whether offered on a for profit or nonprofit basis; and permit use of any Common Area facilities by the general public, which use may be subject to admission charges or other user fees established in the Board's discretion;

(viii) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to any approval requirements set forth in the Governing Documents.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

14.2 Easements Over Private Streets for Access and Utilities.

(a) ***Access Easement.*** The Declarant grants to each Owner of a Unit that is served by a Private Street, if any, a non-exclusive easement over and across all of the Private Streets for vehicular and pedestrian access, ingress and egress by such Owner and the occupants, tenants, guests and invitees of such Owner, and for parking by such Owner and occupants, tenants, guests and invitees, as may be reasonably necessary for use and enjoyment of the Owner's Unit, provided there is no hindrance or encroachment upon the rights of other Owners and their occupants, tenants, guests and invitees to the use and enjoyment of the other Owners' Units or upon the rights of the Association in and to the Private Streets or the performance by the Association of its duties and obligations with respect thereto. With respect to Owners of Units that are contained within a Service Area or a Neighborhood Association for which access is limited by a booth, gate or fence, the easement granted by this Section 14.2(a) shall be applicable only to those Private Streets located within such Service Area or Neighborhood Association and shall not be applicable to Private Streets, if any, located elsewhere in the Community.

(b) ***Utility Easement.*** The Declarant grants to each Owner of a Unit that is served by a Private Street, if any, a non-exclusive easement in, across, under and through the Private Streets, but only in the location where utilities and related facilities are originally installed by the Declarant or by a Builder or in such other location as may be designated in writing from time to time by the Association, for the purpose of installation, operation, maintenance, repair and replacement of underground utilities and related surface facilities necessary for the use, enjoyment and operation of the Owner's Unit, including, but not limited to, water lines, sanitary sewer lines, natural gas lines, electricity lines, telephone lines, cable television and other telecommunications lines, and all equipment and facilities incidental thereto, and for access, ingress and egress necessary for such installation, operation, maintenance, repair and replacement; provided that each such Owner shall comply with the requirements of the Association, including with respect to scheduling, before excavating, drilling or otherwise engaging in any construction in the Private Streets.

(c) ***Limitations.*** The easements granted in Sections 14.2(a) and (b) are and shall be subject to: (i) the Governing Documents and any other applicable covenants; (ii) any restrictions or limitations contained in any deed conveying Private Streets to the Association; (iii) the Board's right to adopt resolutions and policies regulating use and enjoyment of Private Streets, including, without limitation, regulations limiting the hours during which excavation, drilling or other construction work in any Private Street may be conducted, insurance required to be maintained by any contractor performing any such work, and obligations to restore such Private Street after such work has been completed; and (iv) the right of the Declarant or the Association to dedicate or transfer

Private Streets to a governmental or quasi-governmental authority, including, without limitation, a Special District.

14.3 Easements for Utilities, Etc.

(a) ***Installation and Maintenance.*** During the Development and Sale Period, the Declarant reserves for itself and grants to the Association and all utility providers, including, without limitation, the City of Grand Junction and any Special District, perpetual non-exclusive easements throughout the Community (but not through a structure), including, without limitation, Units (but not through a structure), Private Streets and all other Common Area, to the extent reasonably necessary to:

(i) install walls, fences, utilities and related infrastructure to serve the Community, other Community Systems, security and similar systems, and drainage systems;

(ii) install walkways, pathways and trails, street lights, and signage on property the Declarant or the Association owns or within or adjacent to a Private Street or within public rights-of-way or easements reserved for such purpose on the recorded Plat, any Supplemental Plat or Subdivision Plat;

(iii) inspect, maintain, repair, and replace the utilities, walls, fences, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, the Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) ***Specific Easements.*** The Declarant also reserves the non-exclusive right and power to grant and record such specific easements consistent with Section 14.3(a) as it deems necessary to develop the property described in Exhibits "A" and "D." The location of the specific easement shall be subject to the written approval of the Owner or owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

(c) ***Minimal Interference.*** All work associated with the exercise of the easements described in subsections (a) and (b) of this section shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with

the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

14.4 Easements to Serve Additional Property

The Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area, including, without limitation, Private Streets, for the purposes of enjoyment, use, access, and development of the Expansion Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for the repair of any damage caused to the Common Area as a result of their actions in connection with development of such property.

14.5 Easements for Maintenance, Emergency, and Enforcement

By this Declaration, the Declarant grants to the Association easements over the Community as necessary to enable the Association to fulfill its maintenance responsibilities under Section 8.2 and its enforcement rights under Section 9.2. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

14.6 Easements for Snow Removal and Stacking

Declarant hereby reserves for itself and its successors, any Builders, the City of Grand Junction and any other municipal entity and any Special District charged with the responsibility to conduct snow removal activities a perpetual, nonexclusive easement over and across Units, the Common Area, and the common property of any Neighborhood Association for the purpose of conducting snow removal activities within the Community. Such activities may include, but not be limited to, the use of snow plows, distribution of traction material (*e.g.*, sand), and depositing accumulated snow onto Units to a distance of 25 feet from any lot line. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from the exercise of this easement: Declarant; the Association or the Owners (in their capacities as such); any Builder or contractor (in their capacities as such); or any officer, director, manager, member, shareholder or owner thereof.

Chapter 15
COMMUNITY CENTER

15.1 General

Subject to the provisions of Section 17.10, the Declarant may construct a community center or recreation center for use by Owners and their guests as well as third parties or members of the public.

Chapter 16
CHANGES IN THE COMMON AREA

16.1 Assignment and Reassignment of Limited Common Area.

The Board may designate a portion of the Common Area as Limited Common Area, and may reassign Limited Common Area, upon approval of the Board and a majority of the Owners, including a majority of the Owners of Units to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require the Declarant's written consent.

Subject to Declarant's right under Section 3.1, upon approval of a majority of Owners of Units to which any Limited Common Area is assigned, the Association may permit Owners of other Units to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

16.2 Condemnation

If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Association in lieu of and under threat of condemnation with such approval as may be required under Section 15.4, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Declarant, during the Development and Sale Period, and at least 75% of the Owners shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 10.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore any improvements on the Common Area, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 15.4.

16.3 Partition

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Declaration, with such approval as may be required under Section 15.4.

16.4 Transfer, Partition or Dedication of Common Area

The Association may dedicate portions of the Common Area to Mesa County, Colorado, the City of Grand Junction, or to any other local, state, or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) Except as may otherwise be specifically provided in this Declaration, the Common Area shall not be judicially partitioned or subdivided into Units, nor shall the ownership of the Common Area be otherwise divided or made subject to a security interest after conveyance to the Association, except upon the approval of 67% of the votes held by the Owners other than the Declarant, and the consent of Declarant during the Development and Sale Period; except that, in lieu of the 67% approval mentioned above, 75% of Owners of Units to which any Limited Common Area is allocated must agree in order to convey the Limited Common Area or subject it to a security interest. Any such transfer, partition, or encumbrance shall be further subject to §38-33.3-312 of the Act. This section shall not prevent the Association from granting easements with respect to the Common Area as otherwise permitted in this Declaration and the Act.

(b) The Association shall have the authority, subject to approval of 67% of the votes held by the Owners other than the Declarant, and the consent of Declarant, during the Development and Sale Period, to transfer portions of the Common Area and improvements thereon to appropriate governmental entities or tax-exempt organizations for the maintenance, operation and preservation thereof; provided, that any such transfer shall not deprive the Association and the Owners of the rights and benefits of the Association and the Owners as provided in this Declaration, and such Common Area shall otherwise be subject to the provisions of this Declaration.

(c) The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Association to be used as the Board determines. The proceeds from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by 75% of the Owners of Units to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

Chapter 17
DISCLOSURES AND WAIVERS

17.1 Facilities and Services Open to the Public

Certain facilities and areas within the Community, including Common Area, may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction; roads; sidewalks; and medians. The Declarant may designate such facilities and areas as open to the public at the time the Declarant makes them a part of the Area of Common Responsibility, or the Board may so designate at any time thereafter.

17.2 Waiver of Certain Liability

Use by Owners and their occupants, tenants, guests and invitees of the Common Area involves certain inherent risks. In particular, but without limitation, use of a club house, cooking facilities (whether indoor or outdoor), ponds and other water features, recreational facilities and trails involves risks. These risks are likely to be higher when children and/or seniors are involved. Owners shall warn their occupants, tenants, guests and invitees of such risks and specifically of the provisions of this Section 17.2. By making use of the Common Area, Owners and their occupants, tenants, guests and invitees;

(a) assume all such risks;

(b) acknowledge that they have read and understand the provisions of this Section 17.2;

(c) agree that the Declarant, all Builders and the Association, and their respective shareholders, partners, officers, directors, members, managers, employees and agents, shall have no obligation whatsoever to provide any warning of such risks, including, without limitation, posting any warning at any Common Area, other than this Section 17.2; provided, however, that the posting of a warning at any Common Area shall in no way limit, modify, restrict or affect the provisions of this Section 17.2;

(d) shall be deemed to have waived all rights any of them may at any time have against the Declarant, all Builders, and the Association, and the shareholders, partners, officers, directors, members, managers, employees and agents of any of them, for any and all claims, damages, losses, demands, liabilities, obligations, actions, or

causes of action, in any way directly or indirectly arising out of or in connection with the use of any Common Area, except only that such waiver shall not apply to claims arising solely from the negligent maintenance or repair of any Common Area by any of the foregoing if such person is obligated to perform such maintenance or repair by the terms of this Declaration or any Supplemental Declaration. Without limiting the foregoing, such waiver shall apply to claims (i) that any or all of the foregoing persons failed to provide an adequate warning of the risks of using the Common Area or any particular portion of the Common Area: (ii) of improper or negligent design or construction of the Common Area or any particular portion of the Common Area.

17.3 Safety and Security

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to promote or enhance the level of safety or security that each person provides for himself or herself and his or her property. However, neither the Association nor the Declarant shall in any way be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Without limiting the generality of the foregoing, in the event that Declarant or the Association or a Builder causes a security booth, gate or fence to be constructed on or about any portion of the Community or operates a controlled access entrance to any portion of the Community, such actions shall not be deemed under any circumstances as an undertaking by Declarant or the Association or the Builder to guarantee the safety and security of Owners and their occupants, tenants, guests, or invitees to their Units or the security of the property of such persons. Declarant and the Association and the Builder disclaim all responsibility to ensure the security and safety of persons and property within the Community and no person shall be entitled to rely upon such security booth, gate or fence constructed on any portion of the Community as a guarantee of safety and security.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of such Owner's Unit, that the Association, its Board and committees, and the Declarant are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

17.4 Changes in the Community

Each Owner acknowledges that the Community is a master planned community, the development of which is likely to extend over many years, and agrees that neither the Association nor any Neighborhood Association shall engage in, or use Association funds to support any protest, challenge, or other form of objection to (a) changes in uses or density of property within the Community, or (b) changes in the Expansion Property as it relates to property outside the Community, without the Declarant's prior written consent.

17.5 Various Housing Types.

Each Owner acknowledges and understands that various types, styles, densities and prices of housing may be within the Community, including, without limitation, paired homes, duplexes, townhomes, patio homes, single family attached homes, single family detached homes, custom homes and apartment complexes, single story structures and multiple story structures.

17.6 View Impairment

Neither the Declarant, the Association, nor any Builder guarantee or represent that any view over and across the Units or any open space within the Community will be preserved without impairment. The Declarant, Declarant Affiliates, Builders and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate written covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

17.7 Use and Consumption Fees

Each Special District may charge use, consumption, and activity fees to any Person using Special District services or facilities, or participating in Special District-sponsored activities. Each Special District may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (*e.g.*, Owners and non-Owners).

17.8 Notices and Disclaimers as to Community Systems

Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. The Declarant, Declarant Affiliates, or any of their respective successors or assigns shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.

17.9 Notices and Disclaimers as to Community Center/Recreation Center

The Declarant has expressed its intention to construct a community center or recreation center that would be available for use by Owners and their guests as well as third parties or members of the public. However, there is no guarantee that the Declarant will construct a community center or recreation center. In addition, if the Declarant does proceed with the construction of a community center or recreation center, there is no guarantee of the time when the Declarant may commence such construction or of when such construction may be completed. There is also no guarantee with respect to any aspect or attribute of such community center or recreation center, including, without limitation, its size, location, design, configuration, facilities, features or suitability for any particular purpose. By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Declarant from any obligation whatsoever with respect to a community center or recreation center, including, without limitation, any obligation to construct a community center or recreation center.

17.10 Landscaping, Soils and Environmental Matters

(a) THE ASSOCIATION SHALL MAINTAIN THE AREA OF COMMON RESPONSIBILITY IN SUCH A FASHION THAT THE SOIL SURROUNDING THE FOUNDATIONS OF THE BUILDINGS AND OTHER IMPROVEMENTS SHALL NOT BECOME SO IMPREGNATED WITH WATER THAT THEY CAUSE EXPANSION OF OR SHIFTING OF THE SOILS SUPPORTING THE IMPROVEMENTS OR OTHER DAMAGE TO THE IMPROVEMENTS AND DO NOT IMPEDE THE PROPER FUNCTIONING DRAINAGE, LANDSCAPING, OR SPRINKLER SYSTEMS AS ORIGINALLY INSTALLED. SUCH MAINTENANCE SHALL INCLUDE, WHERE NECESSARY, THE REMOVAL OR REPLACEMENT OF IMPROPERLY FUNCTIONING DRAINAGE OR IRRIGATION SYSTEM ELEMENTS AND SHALL ALSO INCLUDE PREVENTING PONDING AND REGRADING AND RESURFACING WHERE NECESSARY TO PROVIDE FOR ADEQUATE DRAINAGE AND PREVENTING ANY CHANGES IN DRAINAGE IN SUCH A WAY AS TO ENDANGER THE STRUCTURAL INTEGRITY OR THE STABILITY OF ANY OF THE LANDSCAPING, WALKWAYS, WALKS, DRAINAGE OR IRRIGATION SYSTEMS, OR THE OTHER IMPROVEMENTS UPON THE PROPERTY. THE ASSOCIATION AND THE OWNERS SHALL INDEMNIFY DECLARANT FROM ANY LIABILITY, CLAIMS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY BREACH OF THIS PROVISION.

(b) THE OWNERS ACKNOWLEDGE AND UNDERSTAND THAT SOIL, ECOLOGICAL AND/OR ENVIRONMENTAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, RADON GAS, HAZARDOUS OR TOXIC SUBSTANCES, MAY AFFECT THIS PROPERTY AND THAT DECLARANT DOES NOT WARRANT AND INSTEAD AFFIRMATIVELY DISCLAIMS ANY

LIABILITY FOR ANY EXISTING OR FUTURE SOIL, ECOLOGICAL OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, AND THAT THE SOIL IN THE COLORADO AREA CONTAINS CLAY AND OTHER SUBSTANCES WHICH MAY CAUSE IT TO SWELL OR COLLAPSE WHEN WET AND SO CAN CAUSE EARTH MOVEMENT AROUND A RESIDENCE'S FOUNDATION; THE OWNERS ACCEPT THE SOIL CONDITIONS, THE FOUNDATIONS AND THE RESIDENCES SO INSTALLED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS.

(c) THE U.S. ENVIRONMENTAL PROTECTION AGENCY ("EPA") STATES THAT EXPOSURE TO ELEVATED LEVELS OF RADON GAS CAN BE INJURIOUS. ANY TEST TO MEASURE THE LEVEL OF RADON GAS CAN ONLY SHOW THE LEVEL AT A PARTICULAR TIME UNDER THE CIRCUMSTANCES OCCURRING AT THE TIME OF TESTING. DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS ARE NOT QUALIFIED TO MEASURE RADON GAS OR TO EVALUATE ALL ASPECTS OF THIS COMPLEX AREA OF CONCERN. PRIOR OR SUBSEQUENT TO CLOSING OF THE OWNER'S PURCHASE OF A LOT AND/OR RESIDENCE, THE OWNER MAY WISH TO TEST FOR THE PRESENCE OF RADON GAS AND TO PURCHASE OR INSTALL DEVICES THAT MAY BE RECOMMENDED BY QUALIFIED RADON SPECIALISTS. DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, EXPRESSLY DISCLAIM AND THE OWNER AND THE ASSOCIATION AGREE TO WAIVE AND RELEASE DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM ANY CLAIM OF LIABILITY OR RESPONSIBILITY WITH RESPECT TO RADON GAS AND RELATED MATTERS AND TO HOLD HARMLESS FROM ANY CLAIMS OR LIABILITY AGAINST DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNS WITH RESPECT TO RADON GAS AND RELATED MATTERS.

(d) FIBERGLASS INSULATION (ALSO KNOWN AS GLASS WOOL) IS COMMONLY USED FOR INSULATION OF HOMES, FIBERGLASS IN VARIOUS THICKNESSES AND VALUES IS USED IN THE AREAS OF WALLS, FLOOR TO CEILING, ASSEMBLIES AND CEILING TO ROOF ASSEMBLIES OF HOMES TO PREVENT MOVEMENT OF HEAT AND TO REDUCE NOISE. THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PRODUCED A REPORT THAT LISTS GLASS WOOL AS A SUBSTANCE "WHICH MAY BE REASONABLY ANTICIPATED TO BE A CARCINOGEN," BUT THAT REPORT MERELY IDENTIFIES SUBSTANCES SELECTED FOR FURTHER STUDY BECAUSE OF POTENTIAL RISK. THE LISTING OF A SUBSTANCE IN THE REPORT IS NOT AN ASSESSMENT THAT THERE IS A CASUAL CONNECTION BETWEEN GLASS WOOL AND ILLNESS. THE OWNERS AND THE ASSOCIATION ACKNOWLEDGE THAT FIBERGLASS IS USED IN THE

RESIDENCES, AND WAIVE ANY CLAIMS AGAINST DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, ARISING AS A RESULT OF THE USE OF FIBERGLASS INSULATION, AND AGREE TO HOLD DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM THE EXISTENCE OF FIBERGLASS INSULATION IN THE RESIDENCES.

(e) THE ASSOCIATION AND THE OWNERS AGREE TO DO NOTHING WHICH WOULD CHANGE THE GRADING OR LANDSCAPING SO AS TO CAUSE OR PERMIT POOR DRAINAGE OR OTHER DAMAGE TO THE RESIDENCES, TO ACCEPT THE SOIL CONDITIONS, LANDSCAPING, INSULATION, RADON, ECOLOGICAL AND ENVIRONMENTAL CONDITIONS, WHICH NOW OR HEREAFTER EXIST ON THE PROPERTY, AND TO RELEASE AND INDEMNIFY DECLARANT FROM ANY LOSS, DAMAGE AND EXPENSE RESULTING FROM ANY OF THE FOREGOING.

17.11 Disclosures, Disclaimers and Releases

NO REPRESENTATION, PROMISE OR WARRANTY, HAS BEEN MADE BY DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, REGARDING THE INVESTMENT POTENTIAL OF THE UNITS, ANY ECONOMIC BENEFIT TO THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, TO BE DERIVED FROM THE MANAGERIAL OR OTHER EFFORTS OF DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, OR ANY OTHER THIRD PARTY DESIGNATED OR ARRANGED BY DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, RELATED TO THE OWNERSHIP OR RENTAL OF THE UNITS, OR REGARDING THE CONTINUED EXISTENCE OF ANY VIEW FROM THE UNITS. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, UNDERSTAND THAT DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, ARE UNDER NO OBLIGATION WITH RESPECT TO FUTURE PLANS, ZONING OR DEVELOPMENT OF ADDITIONAL PROPERTY IN THE AREA. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, UNDERSTAND THAT THE SIZES AND TYPE OF RESIDENCES MAY CHANGE AT THE SOLE DISCRETION OF DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS, AND THAT THE SALES PRICES MAY DECREASE OR INCREASE AT THE SOLE DISCRETION OF DECLARANT.

BY ACQUIRING TITLE TO A LOT, THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT AND AGREE THAT EXCEPT FOR ANY WRITTEN LIMITED WARRANTY, DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE FITNESS, WORKMANLIKE

CONSTRUCTION, MERCHANTABILITY, DESIGN, CONDITION, QUALITY, OR HABITABILITY OF THE RESIDENCES, THE PROPERTY, OR ANY IMPROVEMENTS RELATED THERETO OR ANY ELECTRICAL, PLUMBING, HEATING, GAS, WATER, SEWER, STRUCTURAL COMPONENTS, OR OTHER MECHANICAL OR UTILITY SYSTEMS OR COMPONENTS OR APPLIANCES OR FIXTURES RELATED THERETO. THE OWNERS AND THE ASSOCIATION ACCEPT THE FOREGOING DISCLAIMER OF WARRANTIES AND WAIVE, RELEASE AND INDEMNIFY DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS RELATED THERETO, TOGETHER WITH ANY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE AND INCIDENTAL OR CONSEQUENTIAL DAMAGES MADE BY ANY PERSON OR PARTY.

THE OWNERS, THEIRS HEIRS, SUCCESSORS AND ASSIGNS AND THE ASSOCIATION COVENANT AND AGREE THAT DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR CLAIMS RELATING TO THE RESIDENCES, UNITS OR TO THE PROPERTY AS TO ANY DEFECT IN WORKMANSHIP OR IN ANY MATERIAL USED IN CONSTRUCTION UNLESS OTHERWISE PROVIDED IN A SPECIFIC WRITTEN LIMITED WARRANTY SIGNED BY DECLARANT, THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS AND THE ASSOCIATION, EXPRESSLY WAIVE AND RELEASE ALL RIGHTS TO SUE FOR A DEFECT IN CONSTRUCTION OF THE RESIDENCES, UNITS OR THE PROPERTY AND SHALL RELY SOLELY ON THE OWNER'S OWN INSPECTION AND EXAMINATION OF THE RESIDENCES, UNITS AND PROPERTY AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF DECLARANT, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT AND AGREE THAT THE SALES PRICES OF THE RESIDENCES AND/OR UNITS ARE BASED IN PART UPON THE RELEASES, WAIVERS AND INDEMNITY CONTAINED IN THIS SECTION AND THE OTHER PROVISIONS OF THE DECLARATION.

17.12 Waiver

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Declarant, each Builder, the Special Districts, and the DRC, and their respective officers, directors, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures or risks set forth in this Declaration, including those contained in Sections 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10, and 17.11.

17.13 Limitation on Liability

The Declarant, any Builder, the Association, the Board, and the DRC, and their respective directors, officers, shareholders, members, managers, partners, agents or

employees, shall not be liable to any Person for any action or for any failure to act arising out of this Declaration and the Guidelines, if any, unless the action or failure to act was not in good faith and was done or withheld with malice. References in this Declaration to the Special Districts do not constitute any waiver of the immunities and limitations to which each Special District is entitled as a matter of law, including the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended. The release and waiver set forth in Section 17.12 (Waiver) shall apply to this Section. This limitation is addition to, and not in place of, the non-liability for design review in Chapter 6.

Chapter 18
RIGHTS OF LENDERS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Units in the Community. The provisions of this chapter apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

18.1 Notices of Action

An institutional holder, insurer, or guarantor of a first Mortgage that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates), thereby becoming an "**Eligible Holder**", will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss that affects a material portion of the Community or that affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or occupant that is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders.

18.2 Other Provisions for First Lien Holders

To the extent not inconsistent with Colorado law, if a condominium has been established in the Community, then:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless approval is obtained of the Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated, in addition to the approval required by Sections 21.1 and 10.4, respectively.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(c) Any election to terminate the Association under other circumstances shall require (i) the consent of 67% of the votes held by the Owners and of the Declarant, so long as it owns any land subject to this Declaration, and (ii) the approval of the Eligible Holders of first Mortgages on Units to which at least 67% of the votes of Units subject to a Mortgage are allocated.

18.3 No Priority

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

18.4 Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

18.5 Construction of Chapter 18

Nothing contained in this chapter shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Colorado law for any of the acts set out in this chapter.

Chapter 19
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

19.1 Resolution of Disputes Without Litigation

(a) ***Bound Parties.*** The Declarant, all Builders, the Association and members of its committees, and their respective officers, directors, members, managers, partners, employees and agents, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this chapter (collectively, "**Bound Parties**" and individually, a "**Bound Party**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving them without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to resolve all Claims by using the procedures in this Chapter 19 and not by litigation, and each Bound Party agrees not to file suit in any court with respect to a Claim. If a Bound Party commences any action in a court of law or equity against any person or organization that is not a Bound Party, such Bound Party shall nevertheless be required to comply with the provisions of this Chapter 19 with respect to any Claim it wishes to assert against a Bound Party, even if such Claim is the same or substantially the same, or arises from the same or similar facts, as the claim against the non-Bound Party. Each Bound Party agrees that the procedures in this Chapter 19 are and shall be the sole and exclusive remedy that each Bound Party shall have for any Claim. The provisions of this Chapter 19 shall be deemed a contract between and among all Bound Parties, as well as covenants and equitable servitudes that run with all land located within the Community. **DECLARANT, ALL BUILDERS, THE ASSOCIATION, THE DRC AND, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR A UNIT, EACH OWNER AGREE TO HAVE ANY AND ALL CLAIMS RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER 19, WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE ANY CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS CHAPTER 19, AND ACKNOWLEDGE THAT, BY AGREEING TO RESOLVE CLAIMS AS PROVIDED IN THIS CHAPTER 19, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIMS TRIED BEFORE A COURT OR JURY.**

(b) ***Claims.*** As used in this chapter, the term "**Claim**" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents;

(iii) the physical condition and/or the design and/or construction of Improvements within the Community, including, without limitation, any and all dwellings and other Improvements on Units, and any and all Common Areas; except that disputes concerning the procedures for approval of Improvements under Chapter 6 shall not be subject to review by a court or arbitrator and shall not be subject to this chapter. Any Claim described in this Section 19.1(b)(iii) is referred to below as a "**Defect Claim**;" or

(iv) any warranties, promises, representations, statements, or other communications made by or on behalf of any Bound Party.

(c) ***Exempt Claims.*** The following suits ("**Exempt Claims**") shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 19.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner or to foreclose any lien to collect such assessments or other amounts;

(ii) any suit or action by the Association that involves the protest of real property taxes;

(iii) any suit by the Association to challenge condemnation proceedings;

(iv) any suit by the Association, the Declarant, the Reviewer or an affected Owner that involves a dispute concerning the procedures for approval of Improvements under Chapter 6, including, without limitation, any suit arising from the Reviewer's failure to approve a proposed Improvement;

(v) any suit between or among Owners, which does not include the Association, Declarant and/or any Builder as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(vi) any suit or dispute between an Owner and a Builder arising out of or relating to an agreement of purchase and sale of a Unit or the design and/or construction of a dwelling on a Unit where the Owner and Builder have agreed to submit the suit or dispute to other dispute resolution procedures;

(vii) any suit by the Association, the Declarant or an affected Owner to enforce the provisions of Chapter 6, including, without limitation, any suit with respect to a violation of the Guidelines;

(viii) any suit by the Association, the Declarant or an affected Owner to enforce the provisions of Chapter 7;

(ix) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration (relating to creation and maintenance of community standards);

(x) any suit to compel mediation or arbitration of a Claim or to enforce any award or decision of an arbitration conducted in accordance with this Chapter 19;

(xi) any suit to enforce a settlement agreement reached through negotiation or mediation pursuant to this Chapter 19; and

(xii) any dispute in which a necessary party to the dispute is not a Bound Party and has not agreed to submit to the procedures set forth in Section 19.2.

(d) ***Amendment.*** This Section 19.1 shall not be amended unless such amendment is approved by a vote of Owners entitled to cast 75% of the total votes in the Association (or such lesser percentage as may be the maximum permitted by the Act) and by 75% of all first Mortgagees (or such lesser percentage as may be permitted by the Act) and by the Declarant; provided that, approval by first Mortgagees shall not be required if such requirement is contrary to mandatory provisions, if any, of applicable law. Any amendment to this Section 19.1 shall not apply to Claims based on alleged acts or omissions or circumstances that predate the recording of the amendment.

(e) ***Reformation.*** All Bound Parties agree that reliance upon courts of law and equity can add significant costs and delays to the process of resolving Claims. Accordingly, they recognize that one of the essential purposes of this Declaration is to provide for the submission of all Claims to mediation and final and binding arbitration. Therefore, if any court concludes that any provision of this Chapter 19 is void, voidable or otherwise unenforceable, all Bound Parties understand and agree that the court shall reform each such provision to render it enforceable, but only to the extent absolutely necessary to render the provision enforceable and only in view of the express desire of the Bound Parties that the merits of all Claims be resolved only by mediation and final and binding arbitration and, to the greatest extent possible and permitted by law, in accordance with the principles, limitations, procedures and provisions set forth in this Chapter 19.

19.2 Dispute Resolution Procedures

(a) ***Notice.*** The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") shall give written notice ("**Notice**") by mail or personal delivery to each Respondent and to the Board, and if the Claim is a Defect Claim involving a Unit, then to the First Mortgagee, if any, with a lien against such Unit, and if the Claim is a Defect Claim involving any Common Area, then to all first Mortgagees, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) if the Claim is a Defect Claim, (A) a list of all alleged design and/or construction defects or other physical conditions that are the subject of the Defect claim and a detailed description thereof specifying the type and location of such defects or conditions (identified by the specific room or room where the alleged defects or conditions exist if contained within a structure or identified on a plat plan or map where the defects or conditions exist outside a structure, in either case with a legend that identifies the type of defect), (B) a description of the damages claimed to have been caused by the alleged defects or conditions, and (C) a list of the Persons involved and a description of the Respondent's role in the Defect Claim;

(iii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iv) the Claimant's proposed resolution or remedy; and

(v) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) ***Negotiation.*** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. The Board may appoint a representative to assist the parties in negotiating a resolution of the Claim if a written request, accompanied with a copy of the Notice, is submitted to the Board by either Claimant or Respondent.

(c) ***Right to Inspect.*** If the Claim is a Defect Claim, the Claimant shall permit each Respondent, its employees, agents, contractors and consultants to enter the Claimant's Unit (including the Claimant's dwelling), or, if the Association is the Claimant, the Association shall allow each Respondent, its employees, agents, contractors and consultants to enter each Common Area that is the subject of the Claim, in either case at reasonable times, to permit each Respondent to inspect the matters identified in the Defect Claim. Declarant hereby reserves for itself, and grants to the

Association and each Respondent, an easement to enter upon Claimant's Unit (including the dwelling thereon) and any Common Area for the purposes of making inspections pursuant to this Section 19.2(c). Each Respondent shall make reasonable efforts to schedule convenient times with the Claimant for such inspections, but the Claimant's refusal to schedule such times shall not relieve the Claimant of its obligations set forth in this Section 19.2(c). If the Claimant refuses to allow each Respondent, its employees, agents, contractors and consultants to enter the Claimant's dwelling and lot (or the applicable Common Area if the Association is the Claimant) in order to make such inspections, the Claimant shall be deemed to be in breach of its obligations set forth in this Section 19.2(c) and shall be liable to each Respondent that has been denied access, and each such Respondent shall be entitled to recover from the Claimant, liquidated damages in the amount of $100.00 per day for each day after the Claimant's receipt of the Respondent's written request for access to the Unit or Common Area, as may be applicable, until the Claimant provides such access; provided that the amount of liquidated damages shall increase by five percent (5%) on each anniversary of the date upon which this Declaration is recorded (for example, but without limitation, on the first anniversary of the date upon which this Declaration is recorded, the amount of liquidated damages required by this Section 19.2(c) shall be $105.00 per day). Liquidated damages provided in this Section 19.2(c) are separate from and independent of liquidated damages provided in Section 19.2(d) and a Respondent that is in breach of its obligations under each Section will be liable for liquidated damages under each Section. By acquiring ownership of any real property located within the Community, each Owner and the Association acknowledge and agree that the actual damages to a Respondent arising from a Claimant's breach of its obligations set forth in this Section 19.2(c) would be extremely difficult and impractical to ascertain, including, without limitation, loss of reputation and goodwill, and that the liquidated damage amount referenced in the preceding sentence is a fair and reasonable estimate thereof. If the Association makes a Defect Claim on behalf of one or more Owners with respect to the Units of those Owners (and nothing in this Declaration creates an authority for the Association to do so), or if any Owner or other Person makes a Defect Claim in the nature of a derivative action on behalf of the Association, then the Person making such Defect Claim shall be required to provide access to each Unit that is the subject of the Defect Claim and all of the provisions of this Section 19.2(c) shall apply to such Person and such Defect Claim.

(d) ***Right to Remedy.*** If the Claim is a Defect Claim, if a Respondent informs the Claimant in writing that the Respondent intends to repair, redesign, remedy or otherwise cure one or more matters described in the Claim, the Claimant shall provide access to its Unit including the dwelling on the Unit, or the applicable Common Area if the Association is the Claimant, to such Respondent, its employees, agents, contractors and consultants for the purpose of making such repair, redesign, remedy or cure. Declarant hereby reserves for itself, and grants to the Association and each Respondent, an easement to enter upon Claimant's Unit (including the dwelling

thereon) for the purposes of making any repair, redesign, remedy or cure pursuant to this Section 19.2(d). The Respondent shall make reasonable efforts to schedule convenient times with the Claimant for the performance of such work, but the Claimant's refusal to schedule such times shall not relieve the Claimant of its obligations set forth in this Section 19.2(d). The Claimant agrees that each Respondent has an absolute right to attempt to repair, remedy or otherwise cure one or more matters described in the Claim. The Claimant further agrees that nothing contained in this Section 19.2(d) creates any obligation upon any Respondent to attempt to repair, remedy or otherwise cure any matters described in the Claim and each Respondent's obligations in that respect are limited to those obligations, if any, imposed by any written express warranty separately provided to the Claimant (and which, by its terms, may not run to the benefit of succeeding owners of the property) and by applicable law. If the Claimant refuses to allow each Respondent, its employees, agents, contractors and consultants to enter the Claimant's Unit, including the dwelling on the Unit, or applicable Common Area if the Association is the Claimant, in order to perform such work, the Claimant shall be deemed to be in breach of its obligations set forth in this Section 19.2(d) and shall be liable to such Respondent, and such Respondent shall be entitled to recover from the Claimant, liquidated damages in the amount of $100.00 per day for each day after the Claimant's receipt of the Respondent's written notice that it intends to repair, remedy or otherwise cure one or more matters described in the Claim until the Claimant provides such access; provided that the amount of liquidated damages shall increase by five percent (5%) on each anniversary of the date upon which this Declaration is recorded (for example, but without limitation, on the first anniversary of the date upon which this Declaration is recorded, the amount of liquidated damages required by this Section 19.2(d) shall be $105.00 per day). Liquidated damages provided in this Section 19.2(d) are separate from and independent of liquidated damages provided in Section 19.2(c) and a Respondent that is in breach of its obligations under each Section will be liable for liquidated damages under each Section. By acquiring ownership of any real property located within the Community, each Owner and the Association acknowledges and agrees that the actual damages to a Respondent arising from a Claimant's breach of its obligations set forth in this Section 19.2(d) would be extremely difficult and impractical to ascertain, including, without limitation, loss of reputation and goodwill, and that the liquidated damage amount referenced in the preceding sentence is a fair and reasonable estimate thereof. If the Association makes a Defect Claim on behalf of one or more Owners with respect to the Units of those Owners (and nothing in this Declaration creates an authority for the Association to do so), or if any Owner or other Person makes a Defect Claim in the nature of a derivative action on behalf of the Association, then the Person making such Defect Claim shall be required to provide access to each Unit that is the subject of the Defect Claim and all of the provisions of this Section 19.2(d) shall apply to such Person and such Defect Claim.

(e) ***Mediation.*** If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within any other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with a Dispute Resolution Service in the Grand Junction area, which shall be designated by the Association if the Association is not a party to the Claim. Each Bound Party shall present the mediator with a written summary of the Claim.

RECEPTION#: 3002815, at 10/7/2021 9:03:22 AM, 79 of 112
Recording: $568.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

DISPUTE RESOLUTION TIMELINE

Claim Between Bound Parties

Day 1 — Written Notice of Claim

- Factual Basis
- Legal Basis
- Propose a resolution
- Propose a meeting
- Send copy to Board
- Defect Claim:
  - List and Location Damages
  - List of Persons
  - Right to Inspect
  - Right to Remedy

Day 2-30 — Negotiations

- Good faith effort
- Parties meet in person
- May request Board assistance

Day 31-60 — Request Mediation

- Claimant must submit claim
- Mediator assigned by Association or independent agency
- If Claim is not submitted, it is waived

Day 61-90+ — Mediation

- Agency supplies rules
- Fee split between parties
- Written summary from each side
- Supervised negotiation
- Contractual settlement
- Termination of mediation

Day 90+ — Arbitration

- Notice to Arbitrate – within 20 days after Termination of Mediation
- Single arbitrator
- Fees split between parties
- Hearing
- Decision (within 14 days after hearing)
- If arbitration is not commenced within 20 days after Termination of Mediation, Claim is waived

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of such Claim.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (a "**Termination of Mediation**") indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to commence binding arbitration on the Claim, pursuant to and as provided in Section 19.2(g).

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall pay an equal share of the mediator's fees.

(f) ***Settlement.*** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

(g) ***Arbitration.*** After receiving a Termination of Mediation, if the Claimant wants to pursue the Claim and the Claim is not otherwise barred as provided elsewhere in this Chapter 19, the Claimant shall initiate final, binding arbitration of the Claim under the auspices of a Dispute Resolution Service (which does not necessarily have to be the same Dispute Resolution Service that provided mediation with respect to the Claim), and the Claimant shall provide to the Respondent a "Notice of Intent to Arbitrate," all within twenty (20) days after the Termination of Mediation. If the Claimant does not initiate final, binding arbitration of the Claim and provide a Notice of Intent to Arbitrate to the Respondent within twenty (20) days after the Termination of Mediation, then the Claimant shall be deemed to have waived the Claim, and that Respondent shall be relieved of any and all liability to the Claimant on account of such Claim. The term "Party" when used in this Section 19.2(g) shall mean a party to an arbitration proceeding to resolve a Claim and the term "Parties" shall mean all the parties to such arbitration proceeding. The following arbitration procedures shall govern each Claim submitted to arbitration:

(i) The arbitration shall be presided over by a single arbitrator.

(ii) The arbitrator must be a person qualified to consider and resolve the Claim with the appropriate industry and/or legal experience.

(iii) No Person shall serve as the arbitrator where that Person has any financial or personal interest in the arbitration or any family, social or significant professional acquaintance with any Party to the arbitration. Any Person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the arbitration ("Arbitrator Disclosure"). If any Party objects to the service of any arbitrator with fourteen (14) days after receipt of the Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner as the initial arbitrator was selected.

(iv) The arbitrator shall have the exclusive authority to, and shall, determine all issues about whether a Claim is covered by this Chapter 19. Notwithstanding anything herein to the contrary (including, but not limited to, Section 19.2(g)(viii) below), if a Party contests the validity or scope of arbitration in court, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party.

(v) The arbitrator shall hold at least one (1) hearing in which the Parties, their attorneys and expert consultants may participate. The arbitrator shall fix the date, time and place for the hearing. The arbitrator is not required to hold more than one (1) hearing. The arbitration proceedings shall be conducted in Mesa County, Colorado unless the Parties otherwise agree.

(vi) No formal discovery shall be conducted without an order of the arbitrator or express written agreement of all Parties.

(vii) Unless directed by the arbitrator, there shall be no post hearing briefs.

(viii) The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered no later than fourteen (14) days after the close of the hearing, unless otherwise agreed by the Parties. The arbitration award shall be in writing and shall be signed by the arbitrator.

(ix) The arbitrator shall apply the substantive law of Colorado and may award injunctive relief or any other remedy available in Colorado but shall not have the power to award punitive damages, consequential damages, exemplary damages, treble damages, indirect or incidental damages, attorneys' fees, expert's fees and/or costs to the prevailing Party. Each Party is responsible

for any fees and costs incurred by that Party, including, without limitation, the fees and costs of its attorneys, consultants and experts. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court of competent jurisdiction.

(x) The Parties shall pay their pro rata share of all arbitration fees and costs, including, without limitation, the costs for the arbitrator.

(xi) With respect to a Defect Claim, the arbitrator shall have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants and may require that the results of any such inspections and testing and the reports of independent consultants be submitted to the arbitrator and to the other Parties, whether or not the Party that ordered such inspections or testing or engaged the consultant intends to present such results or reports to the arbitrator as evidence.

(xii) Except as may be required by law or for confirmation of an arbitration award, neither a Party nor an arbitrator may disclose the existence or contents of any arbitration without the prior written consent of all Parties to the arbitration.

(h) ***Amendment.*** This Section 19.2 shall not be amended unless such amendment is approved by a vote of Owners entitled to cast 75% of the total votes in the Association (or such lesser percentage as may be the maximum permitted by the Act) and by 75% of all first Mortgagees (or such lesser percentage as may be permitted by the Act) and by the Declarant; provided that, approval by first Mortgagees shall not be required if such requirement is contrary to mandatory provisions, if any, of applicable law. Any amendment to this Section 19.2 shall not apply to Claims based on alleged acts or omissions or circumstances that predate the recording of the amendment.

19.3 Initiation of Litigation or Arbitration by Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any litigation (if the foregoing alternative dispute resolution procedures are not applicable) or arbitration proceeding, or engage any attorney to initiate any litigation or arbitration or to advise the Board and/or the Association, with respect to doing so unless first approved by: (a) the Board; and (b) the affirmative vote of Owners entitled to cast 75% of the total votes in the Association (or such lower percentage, if any, that may be expressly specified in the Act as the maximum that may be required as condition to initiation by the Association of litigation or arbitration proceedings), except that only the approval of the Board and not the approval of Owners shall be required for actions or proceedings:

(a) That are initiated by the Board and assert only Exempt Claims and not any Claims that are subject to the procedures set forth in this Chapter 19; or

(b) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

If a Claim alleges that any Improvements, including dwelling(s), located within the Community, suffer from construction and/or design defects, the following additional requirements must be satisfied before such a Claim may be submitted to arbitration: (a) if the Claim relates to Improvements, including dwellings, on one or more Units, the prior written approval of the Owner of each such Unit and the first Mortgagee, if any, on each such Unit must be obtained; (b) if the Claim relates generally to Improvements on the Common Area, the prior written approval of at least 75% of all first Mortgagees must be obtained. In addition, if the Claim is a Defect Claim, the Association shall not initiate any litigation (if the foregoing alternative dispute resolution procedures are not applicable) or arbitration proceeding unless and until it has obtained the written consent of all first Mortgagees holding liens against each Unit that is the subject of the Defect Claim, and if the Defect Claim involves any Common Areas, the written consent of 75% of all first Mortgagees. The Board and the Association have no authority or jurisdiction whatsoever to initiate any litigation or arbitration without first obtaining all of the requisite approvals and consents required by this Section 19.3 and any litigation or arbitration initiated without such approvals and consents shall be dismissed by the court or arbitrator, as applicable, who shall award the defendant(s) in such action reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal. Notwithstanding the requirements in this paragraph to obtain the consent of first Mortgagees under certain circumstances, if any, with respect to a particular circumstance, such requirement is contrary to mandatory provisions, if any, of applicable law, then such consent shall not be required in such circumstance.

Prior to commencing any action or proceeding that requires approval of Owners and first Mortgagees as provided in this section, the Board shall mail or deliver written notice that such action or proceeding is being considered to each Owner at the last known address described in the Association's records and to each First Mortgagee referred to in the immediately preceding paragraph. The notice shall state a general description of (i) the nature of the action and the relief sought, including a statement of the Claim and the Respondent's response to the Claim, including any settlement offer; (ii) the expenses and fees that the Board anticipates will be incurred in prosecuting the action, including, without limitation, any amounts that may be payable to the Association's attorneys if the Board or the Association decides to settle or withdraw the Claim without the consent, or against the advice of, the Association's attorneys; (iii) the name of the attorney(s) that the Board proposes to engage, the terms of the proposed engagement and a copy of any proposed engagement letter; (iv) an estimate of the time that will be necessary to pursue the Claim to resolution; (v) the potential impact of the Claim and the litigation or arbitration of the Claim on the ability of the Owners to sell their Units; (vi) the potential impact of the Claim and the litigation or arbitration of the

Claim on the ability of the Owners to obtain a new loan or refinance an existing loan secured by their Units; and (vii) a statement advising the Owners of their duty to disclose the Claim to prospective purchasers and current and prospective mortgagees of their Units. Such written statement shall also be sent to the Respondent at least ten (10) days before the meeting of Owners at which the possible initiation of litigation or arbitration will be considered and the Respondent shall have the right to attend and make a presentation at such meeting. The Association shall hold a meeting of the Owners to consider such litigation or arbitration no sooner than ten (10) days following the Association providing the written statement described in this paragraph.

In addition, if a Claim alleges that any dwelling or other Improvements on a Unit suffer from construction and/or design defects, the Claimant shall promptly disclose the Claim and its details to his/her prospective purchasers and current and prospective Mortgagees.

Notwithstanding any other provision of this Chapter 19 or this Declaration, arbitration with respect to a Claim must be initiated within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings in a court based on such Claim would be barred by the applicable statute of limitations or statute of repose, except that any claim based on breach of a written express warranty must be made within the time specified in the express warranty document. If any Claim is not timely submitted to arbitration, or if the Claimant fails to appear and participate in good faith for the arbitration proceeding when scheduled, then the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of any such Claim.

This Section 19.3 shall not be amended unless such amendment is approved by a vote of Owners entitled to cast 75% of the total votes in the Association (or such lesser percentage as may be the maximum permitted by the Act) and by 75% of all first Mortgagees (or such lesser percentage as may be permitted by the Act) and by the Declarant; provided that, approval by first Mortgagees shall not be required if such requirement is contrary to mandatory provisions, if any, of applicable law. Any amendment to this Section 19.3 shall not apply to Claims based on alleged acts or omissions or circumstances that predate the recording of the amendment.

Chapter 20
ASSOCIATION INSURANCE

20.1 Required Coverages

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area;

(ii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty; and

(iii) any Service Area, to the extent specified or authorized by any applicable Supplemental Declaration.

If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes.

In addition, if a Supplemental Declaration so specifies, the Association shall obtain and maintain property insurance on the insurable improvements within a Service Area, which insurance shall comply with the above requirements;

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its members for damage or injury caused by the negligence or other tortious conduct of the Association or any of its members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least $2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(c) Workers compensation insurance and employer's liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-fourth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Grand Junction area. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits than this section requires.

20.2 Deductibles

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 19.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

20.3 Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Colorado that satisfies the requirements of Fannie Mae, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, except that policies on Limited Common Area shall be for the benefit of the Owners of Units within the Service Area to which the Limited Common Area is assigned and their Mortgagees, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement;

(e) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;

(g) provide a waiver of subrogation against any Owner or household member of an Owner; and

(h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's directors, officers, employees, and manager;

(j) a waiver of the insurer's right to repair and reconstruct instead of paying cash;

(k) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(l) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(m) a cross liability provision; and

(n) a provision vesting in the Board exclusive authority to adjust losses, except to the extent applicable law permits an Owner to file a claim to the same extent, and with the same effect, as if the Owner were an additional named insured. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

20.4 Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance on particular Units, or Limited Common Area assigned to particular Units, may be assessed against such Units as a Specific Assessment or a Service Area Assessment (as those terms are defined in Chapter 5), unless the Board reasonably determines that other treatment of the premiums is more appropriate.

Chapter 21
TERMINATION AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

21.1 Term and Termination

This Declaration shall have perpetual duration, unless terminated in the manner provided in the Act by agreement of Owners representing at least 80% of the total votes in the Association and the written consent of the Declarant during the Development and Sale Period. If Colorado law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration automatically shall be extended at the expiration of such period for successive periods of 20 years each, unless terminated by agreement of the Owners representing at least 80% of the total votes in the Association in the manner provided in the Act.

This section shall not permit termination of any easement created in this Declaration without the written consent of the holder of such easement.

21.2 Amendment

(a) ***Corrections.*** Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended in whole or in part, at any time, by the Declarant without the consent or approval of any other Owner or any other Person, in order to correct clerical, typographical, or technical errors, or to clarify this Declaration or any provision hereof. The Declarant's right of amendment set forth in the preceding sentence shall terminate upon termination of the Development and Sale Period.

(b) ***Satisfaction of Mortgage Market.*** Notwithstanding anything to the contrary contained in this Declaration, this Declaration may be amended in whole or in part, at any time, by the Declarant without the consent or approval of any other Owner or any other Person, in order to comply with the requirements, standards, or guidelines of the Government National Mortgage Association, Fannie Mae (formerly the Federal National Mortgage Association), the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, including the Federal Housing Administration, the Veterans Administration, or any other governmental or quasi-governmental agency, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities. The Declarant's right of amendment set forth in the preceding sentence shall terminate upon termination of the Development and Sale Period.

(c) ***Other Amendments.*** Except in cases of amendments that may be executed unilaterally by Declarant during the Development and Sale Period in the exercise of its development rights under this Declaration, or amendments executed by Declarant or the Association as authorized in the Act, this Declaration may be amended

only by the affirmative vote or written consent, or any combination thereof, of at least 67% of the votes held by the Owners, and the consent of Declarant during the Development and Sale Period and, with respect to an amendment that would, pursuant to this Declaration, require the consent of a specified percentage of Eligible Holders, the written consent of the specified percentage of Eligible Holders.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments to this Declaration shall be executed by the President or the Vice President of the Association and shall contain a recitation and certification that the requisite number of votes were obtained. Any amendment shall be effective upon recordation unless a later effective date is specified in the amendment.

No amendment may remove, revoke, limit, condition, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege. Without limiting the foregoing, the rights and privileges referred to in the immediately preceding sentence include, without limitation, any provision of this Declaration that states that Declarant has or has reserved or is granted or given a right, any provision of this Declaration that states that a particular action requires the approval or consent of the Declarant, and any provision of this Declaration that states that the Declarant may veto a particular action and, in all events, including, without limitation, Sections 18.1, 18.2, 18.3, 20.1, and 20.2. In addition, the approval requirements set forth in Chapter 17 shall be met if applicable.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted, except only with respect to an amendment as to which the Act provides that a procedural challenge to such amendment must be made within one year of its recordation, as to which the one year deadline shall be applicable. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

21.3 Exhibits

Exhibits "A", "B", "C" and "D" are incorporated by this reference, and this chapter shall govern amendment of those exhibits.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by Redlands Three Sixty, LLC, a Colorado limited liability company, as Declarant, and in witness thereof, it has executed this Declaration this 24 day of Sept, 2021.

DECLARANT:

Redlands Three Sixty, LLC,
a Colorado limited liability company

By: La Plata Communities, Inc., a Colorado Corporation, its Manager

By: B. Douglas Quimby
B. Douglas Quimby, President

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 24 day of Sept, 2021, by B. Douglas Quimby as President of La Plata Communities, Inc., a Colorado corporation and the Manager of Redlands Three Sixty, LLC, a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.
My Commission expires: 03/06/2023

CANDICE ELAINE WAUNEKA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194008489
MY COMMISSION EXPIRES MARCH 6, 2023

Notary Public

(Seal)

EXHIBIT "A"

Land Initially Submitted

1. Lots 1 through 22, inclusive, Canyon Rim 360 Subdivision Filing Number One, in the City of Grand Junction, Mesa County, Colorado.

2. Tracts A, B, C, D, E and F, Canyon Rim 360 Subdivision Filing Number One, in the City of Grand Junction, Mesa County, Colorado.

Neighborhood Designation: The property described above is located within the Neighborhood known as "Neighborhood #1."

Each of Lots 1 through 22, inclusive, and each of Tracts A, B, C, D, E and F are a separate portion of the Community and Declarant may exercise its development rights, including the right to withdraw property from the Community, independently and separately with respect to each such separate portion of the Community.

EXHIBIT "B"

Plat

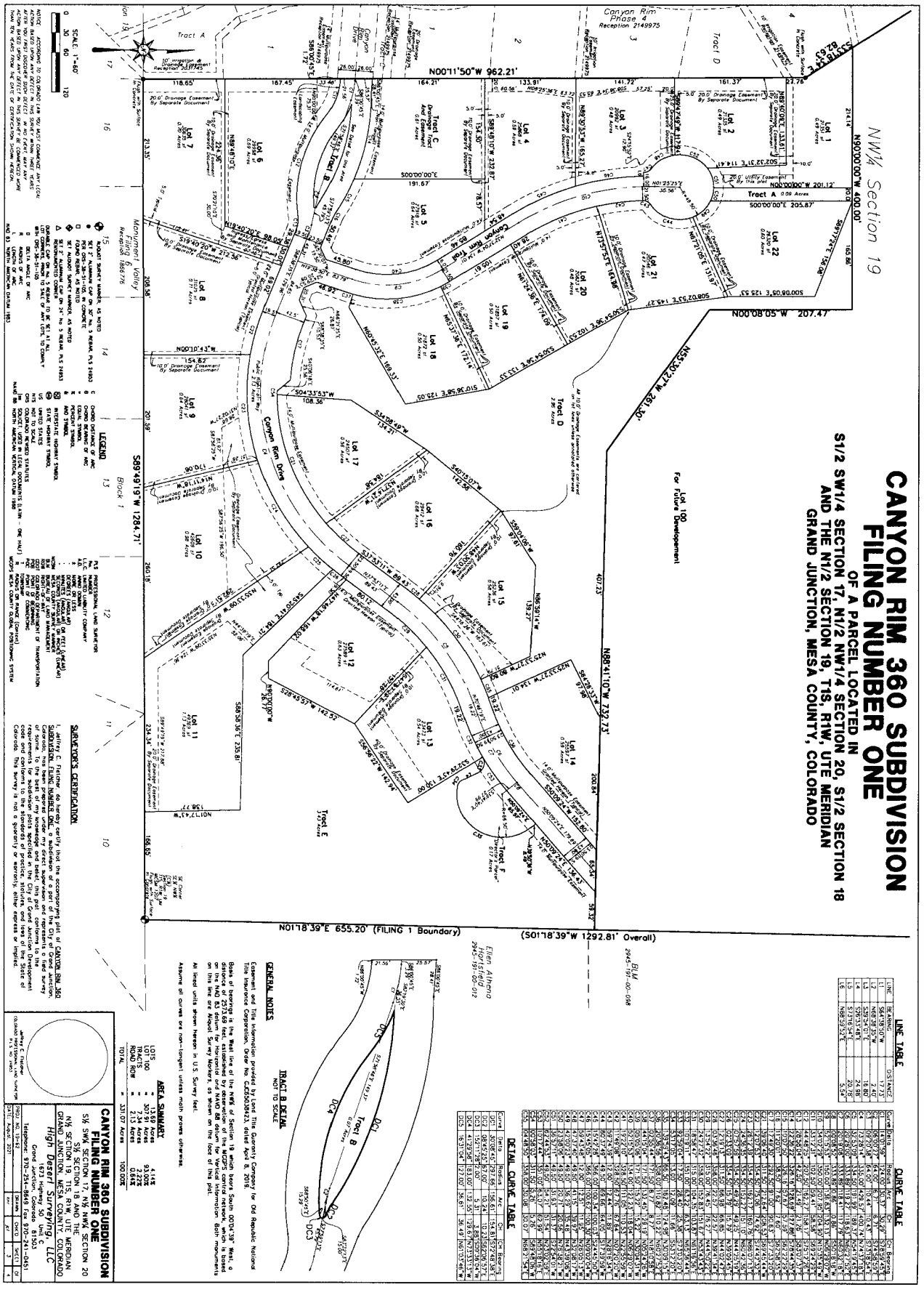

CANYON RIM 360 SUBDIVISION
FILING NUMBER ONE
OF A PARCEL LOCATED IN
S1/2 SW1/4 SECTION 17, N1/2 NW1/4 SECTION 20, S1/2 SECTION 18
AND THE N1/2 SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO
NW¼ Section 19
N90°00'00"W 400.00'
N00°11'50"W 962.21'
N00°08'05"W 207.47'
N55°30'27"W 261.50'
N88°41'10"W 732.73'
S89°49'19"W 1284.71'
N01°18'39"E 655.20' (FILING 1 Boundary)
(S01°18'39"W 1292.81' Overall)
For Future Development
Lot 100
Tract A
Tract B
Tract C
Tract D
Tract E
Tract F
Canyon Rim Drive
Canyon Rim Court
Monument Valley Reservoir
Canyon Rim Phase 4 Reception 2149975
Ellen Athena Horstfield 2945-191-00-012
BLM 2945-191-00-068
LINE TABLE
CURVE TABLE
DETAIL CURVE TABLE
TRACT B DETAIL
NOT TO SCALE
GENERAL NOTES
SURVEYOR'S CERTIFICATION
LEGEND
AREA SUMMARY
LOTS = 13.59 Acres 93.002%
TRACTS = 3.07 Acres 0.021%
ROAD ROW = 2.13 Acres 6.977%
TOTAL = 331.07 Acres 100.00%
CANYON RIM 360 SUBDIVISION
FILING NUMBER ONE
S½ SW¼ SECTION 17, N½ NW¼ SECTION 20
N½ SECTION 19, T1S, R1W, UTE MERIDIAN
GRAND JUNCTION, MESA COUNTY, COLORADO
High Desert Surveying, LLC
1673 Highway 50 Unit C
Grand Junction, Colorado 81503
Telephone: 970-254-8845 Fax: 970-241-0451
Project No. 21-08-01 Drawn: JMH Checked: JCT
Date: August 2021 Scale: 1" = 60' Sheet 1 of 1

EXHIBIT "C"

Title Exceptions

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 WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENTS RECORDED NOVEMBER 8, 1912 IN BOOK 163 AT PAGE **266** UNDER RECEPTION NO. **109800** (AFFECTS LOTS 2, 3 AND 4 OF SAID SECTION 18), AND AUGUST 14, 1916 IN BOOK 163 AT PAGE **588** UNDER RECEPTION NO. **132795** (AFFECTS NW¼ NE¼, S½ NE¼, AND SE¼ NW¼ OF SAID SECTION 18).

9. RIGHT OF WAY FOR THE REDLANDS WATER AND POWER COMPANY PIPELINE AND SECOND LIFT CANAL AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 18, 1940 IN BOOK 274 AT PAGE **541** UNDER RECEPTION NO. **376242**.

10. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT, GRANTED TO UTE WATER CONSERVANCY DISTRICT FOR A WATER TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AND RIGHTS INCIDENTAL THERETO, RECORDED NOVEMBER 12, 1981 IN BOOK 1342 AT PAGE **381** UNDER RECEPTION NO. **1274246**.

11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PUMPHOUSE SUBDIVSION RECORDED DECEMBER 19, 1996 UNDER RECEPTION NO. **1782382**.

12. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT, GRANTED TO LIBERTY BAPTIST CHURCH OF GRAND JUNCTION, LTD., A COLORADO NONPROFIT CORPORATION, FOR IRRIGATION PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED DECEMBER 2, 1997 IN BOOK 2381 AT PAGE **684** UNDER RECEPTION NO. **1822809**.

13. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF NOTICE OF RIGHTS-OFWAY OF THE REDLANDS WATER AND POWER COMPANY, OR ITS PREDECESSORS, RECORDED MARCH 4, 1999 IN BOOK 2558 AT PAGE **544** UNDER RECEPTION NO. **1891356**.

14. (THIS ITEM WAS INTENTIONALLY DELETED)

15. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF GRANT OF PUBLIC TRAILS EASEMENT, IN FAVOR OF THE CITY OF GRAND JUNCTION, RECORDED NOVEMBER 25, 2003 IN BOOK 3536 AT PAGE **259** UNDER RECEPTION NO. **2161618**.

16. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR THE OPERATION, MAINTENANCE, CONSTRUCTION AND RE-CONSTRUCTION OF THE REDLANDS WATER AND POWER COMPANY SECOND LIFT CANAL, AS RESERVED IN INSTRUMENT RECORDED JANUARY 12, 2006 IN BOOK 4075 AT PAGE **92** UNDER RECEPTION NO. **2296333**.

17. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE FOLLOWING CONTRACTS TO PURCHASE PROPERTY, EACH SPECIFYING AN UNDIVIDED ONE PERCENT (1%) INTEREST IN LOT 2 OF PUMPHOUSE SUBDIVISION:

A) BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND MICHAEL MAPLE, RECORDED JULY 23, 2020 UNDER RECEPTION NO. **2934401**;

B) BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND JANE A. QUIMBY, RECORDED JULY 23, 2020 UNDER RECEPTION NO. **2934402**;

C) BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND MICHAEL G. RUEBENSON, RECORDED JULY 23, 2020 UNDER RECEPTION NO. **2934403**;

D) BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND DONALD B. GRAVETTE, RECORDED JULY 23, 2020 UNDER RECEPTION NO. **2934404**;

E) BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND BROR D. QUIMBY, RECORDED JULY 23, 2020 UNDER RECEPTION NO. **2934405**.

18. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDER AND DECREE TO CREATE DISTRICT, THE ORGANIZATION OF: REDLANDS 360 METROPOLITAN DISTRICT NO. 1, RECORDED DECEMBER 21, 2020, UNDER RECEPTION NO. **2958240**.

19. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ORDER AND DECREE TO CREATE DISTRICT, THE ORGANIZATION OF: REDLANDS 360 METROPOLITAN DISTRICT NO. 9, RECORDED DECEMBER 21, 2020, UNDER RECEPTION NO. **2958242**.

20. THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO INTERSECT SAID PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 29, 1910 IN BOOK 163 AT PAGE **32** UNDER RECEPTION NO. **94240** (AFFECTS E½ SW¼ AND SW¼ SW¼ OF SAID SECTION 17; SE¼ SE¼ OF SAID SECTION 18).

21. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENTS RECORDED SEPTEMBER 29, 1910 IN BOOK 163 AT PAGE **32** UNDER RECEPTION NO. **94240** (AFFECTS E½ SW¼ AND SW¼ SW¼ OF SAID SECTION 17; SE¼ SE¼ OF SAID SECTION 18), MAY 22, 1911 IN BOOK 163 AT PAGE **70** UNDER RECEPTION NO. **99261** (AFFECTS SE¼ SW¼ AND SW¼ SE¼ OF SAID SECTION 18; AND N½ NE¼ OF SAID SECTION 19), NOVEMBER 6, 1911 IN BOOK 163 AT PAGE **134** UNDER RECEPTION NO. **102321** (AFFECTS NE¼NE¼ SAID SEC. 18), JANUARY 24, 1913 IN BOOK 163 AT PAGE **298** UNDER RECEPTION NO. **111473** (AFFECTS N½ NW¼ OF SAID SECTION 20), AUGUST 21, 1913 IN BOOK 163 AT PAGE **356** UNDER RECEPTION NO. **115359** (AFFECTS NE¼ NW¼ OF SAID SECTION 18), MAY 2, 1914 IN BOOK 163 AT PAGE **424** UNDER RECEPTION NO. **119988** (AFFECTS NW¼ SW¼ OF SAID SECTION 17; NE¼ SW¼ AND N½ SE¼ OF SAID SECTION 18),]3 22, 1915 IN BOOK 163 AT PAGE **494** UNDER RECEPTION NO. **124903** (AFFECTS LOTS 1, 2 AND 3 AND E½ NW¼ OF SAID SECTION 19), AND AUGUST 14, 1916 IN BOOK 163 AT PAGE **588** UNDER RECEPTION NO. **132795** (AFFECTS NW¼ NE¼, S½ NE¼ AND SE¼ NW¼ SAID SECTION 18).

22. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR PURPOSES PERTINENT TO THE OPERATIONS OF REDLANDS WATER & POWER COMPANY, AS SET FORTH IN INSTRUMENT RECORDED MAY 21, 1956 IN BOOK 685 AT PAGE **301** UNDER RECEPTION NO. **668855**.

23. ONE-HALF OF ALL ROYALTY PAYMENTS RECEIVED FROM THE SALE OF ALL OIL AND GAS PRODUCED AND SAVED FROM THAT PORTION OF THE SUBJECT PROPERTY LYING WITHIN S½SW¼ OF SAID SECTION 17 AND THE SE¼SE¼ OF SAID SECTION 18, AS RESERVED BY CARL S. SIGMON AND CORA ELIZABETH SIGMON IN DEED RECORDED JANUARY 29, 1960 UNDER RECEPTION NO. **761001**, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

24. RIGHTS OF SURFACE ENTRY AND ANY OTHER INCIDENTAL RIGHTS USED, CLAIMED OR ASSERTED UNDER ANY MINERAL RESERVATION, LEASE OR CONVEYANCE AFFECTING THE LANDS HEREIN.

25. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON 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 CONTAINED IN INSTRUMENT RECORDED OCTOBER 05, 1961 IN BOOK 811 AT PAGE **585** UNDER RECEPTION NO. **801203**. AMENDMENT WAS RECORDED DECEMBER 11, 1961 IN BOOK 816 AT PAGE **18** UNDER RECEPTION NO. **805475**. (AFFECTS SE¼ SW¼ OF SAID SECTION 17)

26. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENT, FOR A WATER TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM, GRANTED TO UTE WATER CONSERVANCY DISTRICT, RECORDED JULY 19, 1963 IN BOOK 851 AT PAGE **241** UNDER RECEPTION NO. **844646**.

27. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR A WATER TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AND RIGHTS INCIDENTAL THERETO, GRANTED TO UTE WATER CONSERVANCY DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED JULY 19, 1963 IN BOOK 851 AT PAGE **243** UNDER RECEPTION NO. **844647**.

28. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR A WATER TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AND RIGHTS INCIDENTAL THERETO, GRANTED TO UTE WATER CONSERVANCY DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED JULY 19, 1963 IN BOOK 851 AT PAGE **279** UNDER RECEPTION NO. **844665**.

29. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR A WATER TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AND RIGHTS INCIDENTAL THERETO, GRANTED TO UTE WATER CONSERVANCY DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED JULY 19, 1963 IN BOOK 851 AT PAGE **295** UNDER RECEPTION NO. **844673**.

30. RIGHT OF WAY FOR SOUTH BROADWAY, AS DISCLOSED IN THE RECORDS OF THE MESA COUNTY ASSESSOR'S OFFICE.

31. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF A RIGHT OF WAY FOR FLUME AND RIGHTS INCIDENTAL THERETO, AND ALSO WEST ½ OF A CIRCLE WITH A RADIUS OF 50 FEET, AS RESERVED TO THE REDLANDS WATER & POWER COMPANY IN INSTRUMENT RECORDED OCTOBER 21, 1969 IN BOOK 940 AT PAGE **197** UNDER RECEPTION NO. **978834**.

32. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF EASEMENTS 20 FEET IN WIDTH LYING ADJACENT TO CENTERLINES OF FIRST AND SECOND LIFT CANALS, AS SET FORTH IN INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **192** UNDER RECEPTION NO. **1177137** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

33. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RIGHTS OF WAY FOR COUNTY ROAD ALONG THE EAST LINE OF THE SUBJECT PROPERTY AND THROUGH THE NORTHEAST PART OF SAID S½NE¼ OF SAID SECTION 18, AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **192** UNDER RECEPTION NO. **1177137** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

34. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RIGHTS OF WAY FOR THE FIRST AND SECOND LIFT CANALS OF THE REDLANDS WATER AND POWER COMPANY, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **192** UNDER RECEPTION NO. **1177137**.

35. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF A PERPETUAL EASEMENT 15 FEET ON EACH SIDE OF THE CENTERLINE ACROSS THE SUBJECT PROPERTY, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **192** UNDER RECEPTION NO. **1177137**.

36. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR UTILITIES AND RIGHT OF WAY ACROSS A PORTION OF THE SUBJECT PROPERTY, AS SET FORTH IN INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **205** UNDER RECEPTION NO. **1177140** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

37. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR ACCESS AND RIGHTS INCIDENTAL THERETO, 20 FEET IN WIDTH EXTENDING FROM WATER STORAGE TANK TO THE SOUTH LINE OF EASTER HILL DRIVE, AS SET FORTH IN INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **205** UNDER RECEPTION NO. **1177140** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

38. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR POWER LINE AND POWER POLES 15 FEET ON EACH SIDE OF THE PUBLIC SERVICE COMPANY OF COLORADO POWER LINE PRESENTLY INSTALLED FOR DELIVERING POWER TO PUMP HOUSE, AND RIGHTS INCIDENTAL THERETO, AS EVIDENCED BY INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **205** UNDER RECEPTION NO. **1177140** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

39. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR PIPELINE, PUMP, PUMP HOUSE AND WATER STORAGE TANK, AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **205** UNDER RECEPTION NO. **1177140** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

40. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR PUBLIC SERVICE COMPANY OF COLORADO POWER LINE PRESENTLY INSTALLED FOR DELIVERING POWER TO PUMP HOUSE, AND RIGHTS INCIDENTAL THERETO, AS EVIDENCED BY INSTRUMENTS RECORDED NOVEMBER 21, 1978 IN BOOK 1175 AT PAGE **205** UNDER RECEPTION NO. **1177140** AND FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

41. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF A 45 FOOT EASEMENT FOR THE CONSTRUCTION AND INSTALLATION OF A SANITARY SEWER LINE AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN INSTRUMENT RECORDED FEBRUARY 13, 1981 IN BOOK 1297 AT PAGE **938** UNDER RECEPTION NO. **1248158**.

42. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR A WATER TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEM AND RIGHTS INCIDENTAL THERETO, GRANTED TO UTE WATER CONSERVANCY DISTRICT, AS SET FORTH IN INSTRUMENT RECORDED JANUARY 4, 1982 IN BOOK 1350 AT PAGE **599** UNDER RECEPTION NO. **1279079**.

43. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF NOTICE OF RIGHTS-OFWAY OF THE REDLANDS WATER AND POWER COMPANY, OR ITS PREDECESSORS, RECORDED MARCH 4, 1999 IN BOOK 2558 AT PAGE **544** UNDER RECEPTION NO. **1891356**.

44. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF OF DEED OF EASEMENT DATED DECEMBER 22, 2000, BY AND BETWEEN DYNAMIC INVESTMENTS, INC., A COLORADO LIMITED LIABILITY COMPANY AND NTCH-COLORADO, INC., A COLORADO CORPORATION, RECORDED MAY 7, 2001 IN BOOK 2846 AT PAGE **353** UNDER RECEPTION NO. **1995008**.

45. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF AN EASEMENT FOR UTILITY LINES, AND RIGHTS INCIDENTAL THERETO, GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN INSTRUMENT RECORDED MAY 8, 2001 IN BOOK 2846 AT PAGE **938** UNDER RECEPTION NO. **1995204**.

46. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE FOLLOWING ITEMS, AS SET FORTH IN WARRANTY DEED RECORDED MAY 8, 2001 IN BOOK 2846 AT PAGE **939** UNDER RECEPTION NO. **1995205**: SURVEY OF THE PROPERTY BY THOMPSON-LANGFORD CORPORATION DATED MAY 4, 2001; RIGHT OF WAY FOR COLUMBUS WASH; AGREEMENT TO GRANT EASEMENT BETWEEN GRANTOR AND NTCH DATED DECEMBER 22, 2000; AND AGREEMENT BETWEEN GRANTOR AND THE CITY OF GRAND JUNCTION, A MUNICIPAL CORPORATION,STATE OF COLORADO, DATED FEBRUARY 5, 1992.

47. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF LAND USE AGREEMENT BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC, AND WESTSTAR BANK, RECORDED MAY 8, 2001 IN BOOK 2846 AT PAGE **953** UNDER RECEPTION NO. **1995208**.

48. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF ACCESS AND UTILITY EASEMENT AGREEMENT, IN FAVOR OF NTCH-COLORADO, INC., RECORDED JUNE 12, 2001 IN BOOK 2867 AT PAGE **108** UNDER RECEPTION NO. **2000517**.

49. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO EASEMENT GRANTING AN EASEMENT FOR UTILITY LINES AND RIGHTS INCIDENTAL THERETO TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN INSTRUMENT RECORDED JANUARY 8, 2002 IN BOOK 2999 AT PAGE **108** UNDER RECEPTION NO. **2034821**.

50. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THOSE FACILITIES AND EASEMENTS, AND RIGHTS INCIDENTAL THERETO, RESERVED IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 25, 2003 IN BOOK 3536 AT PAGE **270** UNDER RECEPTION NO. **2161619**.

51. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF MESA COUNTY, COLORADO GRANT OF SANITARY SEWER EASEMENT AND AGREEMENT, RECORDED APRIL 10, 2008 IN BOOK 4642 AT PAGE **439** UNDER RECEPTION NO. **2433584**.

52. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO EASEMENT, RECORDED SEPTEMBER 20, 2012 IN BOOK 5361 AT PAGE **365** UNDER RECEPTION NO. **2626184**.

53. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO EASEMENT, RECORDED SEPTEMBER 20, 2012 IN BOOK 5361 AT PAGE **371** UNDER RECEPTION NO. **2626186**.

54. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF UNRECORDED TOWER SUBLEASE AGREEMENT, BY AND BETWEEN SBT TOWERS, LLC AND COLORADO RSA NO. 3 LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, AS DISCLOSED IN MEMORANDUM OF TOWER SUBLEASE AGREEMENT RECORDED JULY 29, 2014 IN BOOK 5625 AT PAGE **913** UNDER RECEPTION NO. **2697273**.

55. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF GRANT OF EASEMENT BY AND BETWEEN GRAND JUNCTION LAND COMPANY, LLC AND UTE WATER CONSERVANCY DISTRICT, RECORDED JUNE 16, 2015 IN BOOK 5737 AT PAGE **626** UNDER RECEPTION NO. **2727493**.

56. NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.

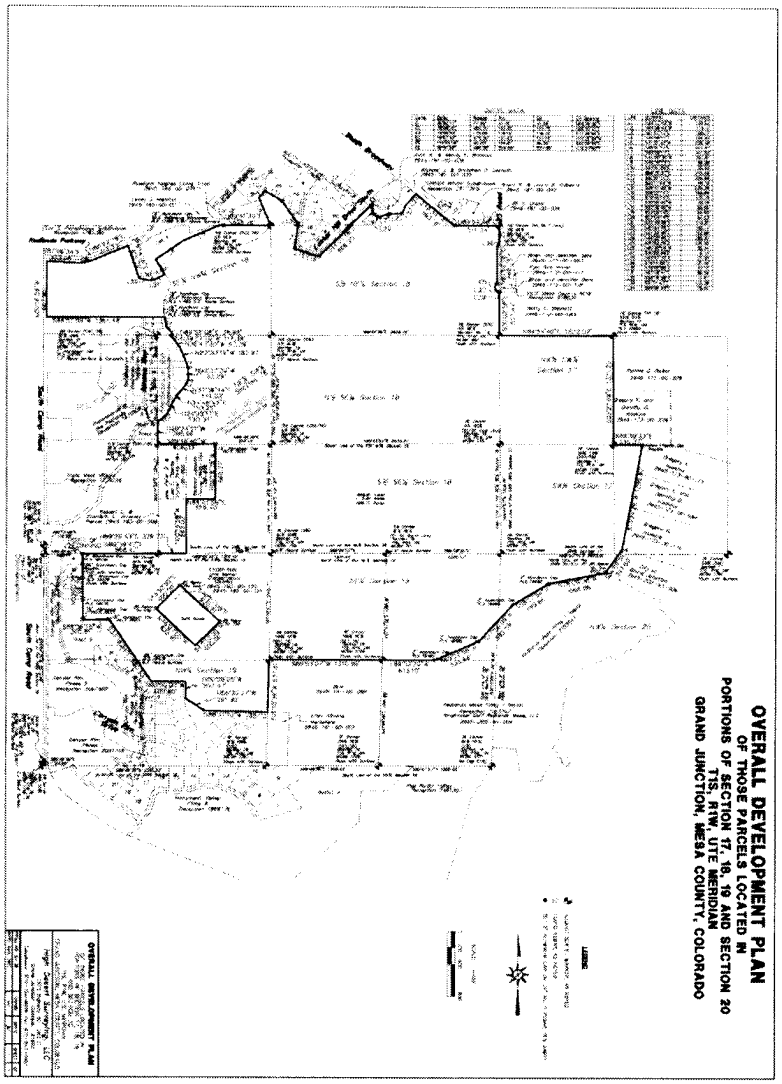
57. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CANYON RIM 360 SUBDIVISION, FILING NUMBER ONE TO BE RECORDED.

58. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON 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 CONTAINED IN THIS DECLARATION.

59. ANY OTHER RIGHTS, BURDENS, ENCUMBRANCES, EASEMENTS OR OTHER INTERESTS, APPURTENANT OR PERSONAL, ARISING IN LAW, OR IN EQUITY, WHETHER OR NOT FULLY DEFINED, ADJUDICATED OR RESOLVED THAT MAY BE ATTACHED TO THE PROPERTY, INCLUDING THE LOTS OR PARTS OF THE LOTS WHICH APPEAR OF RECORD OR MAY BE DISCOVERED BY DILIGENT INVESTIGATION IN LIGHT OF OBSERVABLE CONDITIONS AT THE PROPERTY OR OF WHICH ANY PERSON MAY HAVE LEGAL NOTICE OR KNOWLEDGE, INCLUDING, WITHOUT LIMITATION ACTUAL, CONSTRUCTIVE, RECORD, OR INQUIRY NOTICE OR KNOWLEDGE. OWNERS AND POTENTIAL OWNERS OF LOTS ARE CAUTIONED TO DILIGENTLY REVIEW AVAILABLE DOCUMENTS AND ENGAGE APPROPRIATE LEGAL OR OTHER COUNSEL OF THEIR CHOOSING TO FULLY INVESTIGATE, EVALUATE, AND UNDERSTAND THE RIGHTS, BURDENS, ENCUMBRANCES, EASEMENTS AND OTHER INTERESTS AS MAY AFFECT THEIR LOT EITHER BEFORE PURCHASING OR AFTERWARDS.

EXHIBIT "D"

Land Subject to Annexation



OVERALL DEVELOPMENT PLAN DESCRIPTION

That property located in the South Half of the Southwest Quarter (S½ SW¼), Section 17, the South Half of the Southeast Quarter (S½ SE¼) and the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) Section 18, the North Half (N½) Section 19, and the North Half of the Northwest Quarter (N½ NW¼) Section 20 Township 1 South, Range 1 West of the Ute Meridian in Mesa County, Colorado and being more particularly described as follows:

Commencing at the Northwest corner of Section 19, T1S, R1W of the Ute Meridian from whence the West Quarter corner of said Section 19 bears South 00°04'39" West, a distance of 2573.69 feet for a basis of bearings, with all bearings contained herein relative thereto; thence North 89°39'47" East, a distance of 450.11 feet to the POINT OF BEGINNING; thence North 89°39'47" East, a distance of 868.47 feet, along the North line of the Northwest Quarter (NW¼) of said Section 19 to the Southwest corner of said SE¼ SW¼ said Section 18; thence North 89°29'43" East, a distance of 329.77 feet, along the South line of said SE¼ SW¼ Section 18; thence North 00°15'59" West, a distance of 662.03 feet; thence North 89°41'59" East, a distance of 329.40 feet; thence North 00°16'28" West, a distance of 660.27 feet,to a point on the North line of the SE¼ SW¼ Section 18, being the South line of Lot 100, Renaissance360 Subdivision as shown on plat recorded at Reception 2946938, Mesa County records; thence South89°46'40" West, a distance of 658.33 feet, along said North line of the SE¼ SW¼ Section 18 and the South line of said Lot 100, to a point on the West line of said Lot 100; thence along said West line of said Lot 100 the following twelve (12) courses: (1)North 00°24'51" West, a distance of 285.96 feet; (2)with a non-tangent curve turning to the left, having a delta angle of 30°52'17", a radius of 77.50 feet, an arc length of 41.76 feet, and a chord length of 41.25 feet, with a chord bearing of North 69°39'40" East; (3)with a compound curve turning to the left, having a delta angle of 30°08'20", a radius of 290.00 feet, an arc length of 152.55 feet, and a chord length of 150.79 feet, with a chord bearing of North 39°09'21" East; (4)North 24°05'11" East, a distance of 130.34 feet; (5)North 34°48'45" East, a distance of 110.25 feet; (6) North 37°36'44" East, a distance of 114.02 feet; (7)with a curve turning to the left, having a delta angle of 40°09'23", a radius of 170.00 feet, an arc length of 119.15 feet, and a chord length of 116.72 feet, with a chord bearing of North 17°32'03" East; (8)North 02°32'39" West, a distance of 52.29 feet; (9)with a curve turning to the left, having a delta angle of 19°47'40", a radius of 370.00 feet, an arc length of 127.83 feet, and a chord length of 127.19 feet, with a chord bearing of North 12°26'29" West; (10)North 22°20'19" West, a distance of 187.87 feet; (11)North 36°43'30" West, a distance of 67.29 feet; (12)North 39°27'10" West, a distance of 114.39 feet, to a point on the North line of said Lot 100; thence North89°52'08" East, a distance of 38.92feet, along the North line of said Lot 100, the North line of the NE¼ SW¼ Section 18 to a point on the East line of Renaissance in the Redlands Filing Two, per plat recorded at Reception 2039893; thence along said boundary the following two (2) courses: (1) North 39°27'43" West, a distance of 133.53 feet; (2) North 09°06'43" West, a distance of 113.12 feet, to the Southeast corner of Lot 2, Pumphouse Subdivision, per plat recorded at Reception 1782382; thence around the boundary of said Lot 2 the following ten (10) courses: (1) South 89°52'09" West, a distance of 1361.48 feet; (2) North 00°16'59" West, a distance of 667.90 feet; (3) South 87°06'34" East, a distance of 333.05 feet; (4) with a curve turning to the left having a delta angle of 26°51'09", a radius of 490.00 feet, an arc length of 229.65 feet, and a chord length of 227.55 feet, with a chord bearing of North 79°27'52" East; (5) North 66°02'18" East, a distance of 414.13 feet; (6) South 18°14'16" East, a distance of 415.79 feet; (7) South 79°14'55" East, a distance of 131.06 feet; (8) North 79°00'50" East, a distance of 57.12 feet; (9) North 62°45'41" East, a distance of 89.59 feet; (10)North 56°56'28" East, a distance of 42.67 feet; thence North 31°31'43" West, a distance of 209.49 feet; thence North 55°01'17" East, a distance of 403.97 feet; thence North 65°29'17" East, a distance of 441.63 feet; thence North 89°41'30" East, a distance of 598.76 feet; thence North 22°25'30" West, a distance of 361.81 feet, to a point on the Southeasterly line of Ed Case Subdivision per plat recorded at Reception 2388150; thence around the boundary of said subdivision the

following two (2) courses: (1) North 48°35'22" East, a distance of 56.08 feet; (2) North 24°41'25" East, a distance of 55.53 feet, to the Southwesterly corner of South Easter Hill Subdivision per plat recorded at Reception 739054; thence around the boundary of said subdivision the following eight (8) courses: (1) South 58°30'37" East, a distance of 245.49 feet; (2) South 32°21'14" East, a distance of 329.00 feet; (3) South 05°17'46" West, a distance of 68.10 feet; (4) South 06°47'46" West, a distance of 230.30 feet; (5) South 68°22'14" East, a distance of 165.00 feet; (6) South 74°40'14" East, a distance of 130.10 feet; (7) North 44°01'46" East, a distance of 866.20 feet; (8) North 40°25'46" East, a distance of 38.18 feet; thence South 07°38'46" West, a distance of 85.86 feet; thence South 23°05'14" East, a distance of 64.50 feet; thence South 67°04'14" East, a distance of 64.03 feet; thence North 72°42'46" East, a distance of 112.51 feet; thence North 85°44'46" East, a distance of 152.14 feet; thence North 21°20'46" East, a distance of 102.82 feet; thence North 40°25'46" East, a distance of 185.00 feet, to the Southerly right-of-way line for South Broadway; thence South 49°34'14" East, a distance of 593.16 feet, along said Southerly right-of-way line to a point of intersection with the North line of the South Half of the Northeast Quarter (S½ NE¼) said Section 18; thence North 89°54'46" East, a distance of 511.24 feet, along said North line of said S½ NE¼ said Section 18; thence South 00°02'28" East, a distance of 236.55 feet, along the East line of said S½ NE¼ said Section 18; thence North 80°35'59" West, a distance of 25.34 feet, to the Westerly right-of-way line of 23 Road per Reception 978831; thence along said Westerly right-of-way line of 23 Road the following four (4) courses: (1) South 00°02'28" East, a distance of 466.74 feet; (2) with a non-tangent curve turning to the left, having a delta angle of 119°52'19", a radius of 50.00 feet, an arc length of 104.61 feet, and a chord length of 86.55 feet, with a chord bearing of South 00°02'28" East; (3) South 00°02'28" East, a distance of 6.73 feet; (4) North 89°57'32" East, a distance of 25.00 feet and returning to said East line of said S½ NE¼ Section 18; thence South 00°02'28" East, a distance of 527.44 feet, along said East line of said S½ NE¼ Section 18; thence North 89°54'40" East, a distance of 1322.02 feet, along the North line of the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section 17; thence South 00°22'09" East, a distance of 1321.29 feet, along the East line of said NW¼ SW¼ of Section 17; thence South 89°39'32" East, a distance of 335.37 feet, along the North line of the SE¼ SW¼ Section 17 to a point on the Westerly line of Redlands Mesa Filing One Replat, as described in plat recorded at Reception 2103247; thence along said Westerly and the most Westerly North line of said Redlands Mesa Filing One Replat the following seven (7) courses: (1) South 10°24'29" West, a distance of 1286.90 feet; (2) South 34°09'59" West, a distance of 342.69 feet; (3) South 78°09'38" West, a distance of 666.98 feet; (4) South 58°17'54" West, a distance of 495.65 feet;(5) South 41°56'09" West, a distance of 592.59 feet; (6) South 65°22'56" West, a distance of 535.66 feet; (7) South 89°53'20" West, a distance of 613.10 feet; thence South 89°53'07" West, a distance of 1310.96 feet, along the North line of the SW¼ NE¼ said Section 19; thence South 01°18'39" West, a distance of 637.61feet, along the West line of the SW¼ NE¼ said Section 19to the Northeast Corner of proposed Canyon rim 360 Subdivision; thence along the North line of said proposed Canyon Rim 360 Subdivision the following four (4) courses:(1)North 88°41'10"West, a distance of 732.73feet; (2) North 55°30'27"West a distance of 261.30 feet; (3) North 00°08'05"West a distance of 207.47 feet; (4) North 90°00'00West a distance of 400.00 feet to a point on the East line of Canyon Rim Phase 4, as per recorded plat at Reception 2149975;thence North 33°18'34" West, a distance of 890.33 feet along the Easterly boundary of said Canyon Tim Phase 4feet; along the Easterly boundary of said Canyon Rim Phase 4 and the Easterly boundary of Canyon Rim Phase 3, as per recorded plat at Reception 2098545; thence South 89°36'16" West, a distance of 300.81 feet, continuing along the Easterly boundary of Canyon Rim Phase 3; thence North 00°20'39" West, a distance of 799.28 feet, continuing along the Easterly boundary of Canyon Rim Phase 3 to the POINT OF BEGINNING.

Said parcel containing an area of 605.97acres, as herein described SUBJECT to that parcel as described in Reception 1228040, Mesa County records containing 5.84 acres, leaving an overall parcel area of 600.13acres.

This land is not presently subject to the terms of the Declaration and is not a part of the Community and there is no assurance that any or all of this land will be made subject to the terms of the Declaration and therefore become a part of the Community.

NOTE TO CLERK AND TITLE EXAMINERS:

This Declaration is not intended to create an encumbrance on title to the property described in this Exhibit "D." Such title may be encumbered only with the consent of the owner by filing a Supplemental Declaration.

EXHIBIT E

Glossary — Defined Terms

Act	Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101, *et seq.*
Approval	Approval shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required
Area of Common Responsibility	All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "Area of Common Responsibility," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Units or portions of Units and property dedicated to the public, such as public rights-of-way. The initial Area of Common Responsibility is described in Chapter 10
Articles of Incorporation	The Articles of Incorporation of Redlands 360 Homeowners Association, Inc., as they may be amended, which establish the Association as a nonprofit corporation under Colorado law
Association	Redlands 360 Homeowners Association, Inc., a Colorado nonprofit corporation
Base Assessment	The total budgeted Common Expenses, less any surplus in the Common Expense budget from prior years and any income anticipated from sources other than assessments against the Units, which, except as provided in Section 5.5, shall be allocated equally among all Units subject to assessment under Section 5.5 and levied as a "Base Assessment"
Board	The Association's board of directors
Board Resolutions	The resolutions the Board adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property which the Association owns or controls

Bound Parties	The Declarant, all Builders, the Association and members of its committees, and their respective officers, directors, members, managers, partners, employees and agents, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to Chapter 19
Builders	Those Persons who purchase one or more unimproved lots or parcels of land within the Community for construction of homes for sale in the ordinary course of their business
By-Laws	The By-Laws of Redlands 360 Homeowners Association, Inc. adopted by its Board, as they may be amended, which govern the Association's internal affairs, such as voting, elections, meetings, etc.
Claim	Claim shall refer to any claim, grievance, or dispute arising out of or relating to: (i) the interpretation, application, or enforcement of the Governing Documents; (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; (iii) the physical condition and/or the design and/or construction of Improvements within the Community, including, without limitation, any and all dwellings and other Improvements on Units, and any and all Common Areas; except that disputes concerning the procedures for approval of Improvements under Chapter 6 shall not be subject to review by a court or arbitrator and shall not be subject to Chapter 19. Any Claim described in this clause (iii) is referred to as a "**Defect Claim**;" (iv) any warranties, promises, representations, statements, or other communications made by or on behalf of any Bound Party. The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 19.2: (i) any suit by the Association to collect assessments or other amounts due from any Owner or to foreclose any lien to collect such assessments or other amounts; (ii) any suit or action by the Association that involves the protest of real property taxes; (iii) any suit by the Association to challenge condemnation proceedings;

(iv) any suit by the Association, the Declarant, the Reviewer or an affected Owner that involves a dispute concerning the procedures for approval of Improvements under Chapter 6, including, without limitation, any suit arising from the Reviewer's failure to approve a proposed Improvement;

(v) any suit between or among Owners, which does not include Declarant and/or any Builder as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(vi) any suit or dispute between an Owner and a Builder arising out of or relating to an agreement of purchase and sale of a Unit or the design and/or construction of a dwelling on a Unit where the Owner and Builder have agreed to submit the suit or dispute to other dispute resolution procedures;

(vii) any suit by the Association, the Declarant or an affected Owner to enforce the provisions of Chapter 6, including, without limitation, any suit with respect to a violation of the Guidelines;

(viii) any suit by the Association, the Declarant or an affected Owner to enforce the provisions of Chapter 7;

(ix) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration (relating to creation and maintenance of community standards);

(x) any suit to compel mediation or arbitration of a Claim or to enforce any award or decision of an arbitration conducted in accordance with Chapter 19;

(xi) any suit to enforce a settlement agreement reached through negotiation or mediation pursuant to Chapter 19; and

(xii) any dispute in which a party to the dispute is not a Bound Party and has not agreed to submit to the procedures set forth in Section 19.2.

Claimant — The Bound Party asserting a Claim against Respondent

Common Area — Any real or personal property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Unit is referred to as "Common Area." The Common Area also includes any property that the Association holds under a lease and any easements in favor of the Association

Common Expenses	Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "Common Expenses." Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate
Community	The property described in Exhibit "A" and any additional property made subject to this Declaration in the future by amendment or Supplemental Declaration, shall constitute the "Community" as referred to in this Declaration
Community Systems	Central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community
Community-Wide Standard	The standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in the Community, or (b) the minimum standards described in the Governing Documents. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or the Reviewer (as defined in Chapter 6)
Consent	Consent shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required
Declarant	Redlands Three Sixty, LLC., a Colorado limited liability company, its successors and assigns
Declarant Affiliate	Any Person that controls, is controlled by, or is under common control with the Declarant, and any Person who is an owner, a member, a manager, a partner, or a shareholder of the Declarant
Declarant Control Period	The period of time that the Declarant is entitled to appoint a majority of the members of the Association's board of directors

Declaration	This Declaration of Covenants, Conditions and Restrictions for Redlands 360, which creates obligations that are binding upon the Association and all present and future owners of property in the Community
Defect Claim	Any claim, grievance, or dispute arising out of or relating to the physical condition and/or the design and/or construction of Improvements within the Community, including, without limitation, any and all dwellings and other Improvements on Units, and any and all Common Areas; except that disputes concerning the procedures for approval of Improvements under Chapter 6 shall not be subject to review by a court or arbitrator and shall not be subject to Chapter 19
Design Review Committee or DRC	Board appointed committee to assume jurisdiction over matters within the scope of the delegated authority or those matters for which the DRC is responsible in accordance with Chapter 6. The DRC shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion
Development and Sale Period	The period of time during which the Declarant or any "Declarant Affiliate" owns real property in the Community or has an unexpired option to expand the Community pursuant to Chapter 13
Dispute Resolution Service	An organization that is not controlled by or affiliated with Declarant, the Association or any or all Owners (except that an Owner or a family member of an Owner may be employed by an Dispute Resolution Service) and which provides, and has experience in providing, Dispute Resolution Services in Mesa County, Colorado. Without intending to be an exhaustive list of Dispute Resolution Services, the following organizations are considered to be Dispute Resolution Services: the American Arbitration Association, the Judicial Arbiter Group and JAMS, Inc.
Special Districts	Any metropolitan or special district having jurisdiction in any portion of the Community.
Eligible Holder	An institutional holder, insurer, or guarantor of a first Mortgage that provides the Association with a written request in satisfaction of Section 18.1

Exempt Claims

(i) any suit by the Association to collect assessments or other amounts due from any Owner or to foreclose any lien to collect such assessments or other amounts;

(ii) any suit or action by the Association that involves the protest of real property taxes;

(iii) any suit by the Association to challenge condemnation proceedings;

(iv) any suit by the Association, the Declarant, the Reviewer or an affected Owner that involves a dispute concerning the procedures for approval of Improvements under Chapter 6, including, without limitation, any suit arising from the Reviewer's failure to approve a proposed Improvement;

(v) any suit between or among Owners, which does not include Declarant and/or any Builder as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(vi) any suit or dispute between an Owner and a Builder arising out of or relating to an agreement of purchase and sale of a Unit or the design and/or construction of a dwelling on a Unit where the Owner and Builder have agreed to submit the suit or dispute to other dispute resolution procedures;

(vii) any suit by the Association, the Declarant or an affected Owner to enforce the provisions of Chapter 6, including, without limitation, any suit with respect to a violation of the Guidelines;

(viii) any suit by the Association, the Declarant or an affected Owner to enforce the provisions of Chapter 7;

(ix) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration (relating to creation and maintenance of community standards);

(x) any suit to compel mediation or arbitration of a Claim or to enforce any award or decision of an arbitration conducted in accordance with Chapter 19;

(xi) any suit to enforce a settlement agreement reached through negotiation or mediation pursuant to Chapter 19; and

(xii) any dispute in which a party to the dispute is not a Bound Party and has not agreed to submit to the procedures set forth in Section 19.2.

Expansion Property	The property described on Exhibit "D." The Expansion Property may be added to the Community pursuant to Section 13.1. At the time of the recordation of this Declaration, none of the Expansion Property is part of the Community and there is no assurance given that the Expansion Property or any part of the Expansion Property will in the future become a part of the Community.
Governing Documents	The documents, referred to in this Declaration as the "Governing Documents," including this Declaration and the other documents described in Table 1.1, as they may be amended
Guidelines	The design standards and architectural and aesthetic guidelines adopted pursuant to Chapter 6, as they may be amended, which regulate new construction, including structures and other items that are part of Units, and which also regulate modifications to Units, including improvements and landscaping, after initial construction or installation.
Improvements	All site work, landscaping, structures, and other items placed on a Unit in a manner or location visible from outside of any structures on the Unit
Lease and Leasing	Lease and Leasing shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit
Limited Common Area	Certain portions of the Common Area may be designated as "Limited Common Area" and assigned for the exclusive use or primary benefit of less than all Units. Limited Common Area might include such things as entry features, recreational facilities, lakes, and landscaped medians and cul-de-sacs, among other things
Maintenance	Maintenance shall refer to maintenance, repair, or replacement, as determined appropriate by the Board
Maximum Units	The creation and development of up to, and including, one thousand eight hundred and fifty (1,850) Units within the Community
Mortgage	A mortgage or other form of security instrument affecting title to a Unit
Mortgagee	The holder or beneficiary of a mortgage or other form of security instrument affecting title to a Unit
Notice	Written notice by mail or personal delivery to each Respondent and to the Board

Owner	Each Person who holds record title to a Unit
Person	An individual, a corporation, a partnership, a limited liability company, or any other legal entity
Plat	The plat of the Community which, in conjunction with the Title Exceptions, satisfies the requirements set forth in C.R.S. § 38-33-209.
Private Streets	Those portions of the Community that, as of a particular time, are intended for use as streets and are not maintained by any governmental or quasi-governmental entity, including a Special District, which shall include all paving, curbs, gutters, and sidewalks. Such portions of the Community may be described or designated as Private Streets in a Supplemental Declaration, or on a Plat or a supplement to the Plat, or in another Recorded instrument executed or consented to by the Declarant; provided, however, that in any case where the Declarant is, at the time a particular Private Street is designated, not the owner of such Private Street, the Recorded instrument in which such Private Street is designated, in order to be effective, shall also be required to be executed or consented to by the owner(s) of such Private Street. Private Streets constitute Common Areas.
Recorded	An instrument filed or the filing of a legal instrument in the official records of Mesa County, or such other place designated as the official location for filing documents affecting title to real estate in Mesa County in order to make them a matter of public record
Respondent	A Bound Party against whom Claimant is asserting a Claim
Reviewer	The Person having jurisdiction in a particular case
Service Area Assessment	The total Service Area Expenses budgeted for each Service Area, less any surplus in such Service Area budget from prior years, shall be allocated among all Units in the Service Area that are subject to assessment under Section 5.4 and levied as a "Service Area Assessment"
Service Area Committee	A committee elected by the Owners of Units within each Service Area in accordance with the By-Laws to represent and act on behalf of the Owners with respect to the services and benefits that the Association provides to the Service Area

Service Area Expenses	All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Area, or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area
Service Areas	One or more "Service Areas" in which the Units share Limited Common Area or receive special benefits or services from the Association that it does not provide to all Units within the Community. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous
Special Assessments	Assessments to cover Common Expenses or Service Area Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget
Specific Assessments	Assessments against a particular Unit as follows: (a) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services the Association may offer (which might include the items identified in Section 11.1). Specific Assessments for optional services may be levied in advance of the provision of the requested service; (b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment; and (c) to cover the Unit's pro rata share of any costs that the Association incurs in bringing the Service Area of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Owners of Units in the Service Area and an opportunity for such Owners to be heard, in accordance with the By-Laws, before levying any such assessment
Subdivision Plat	A drawing, plat, survey, map or condominium map or other instrument required and approved by the City of Grand Junction as a condition to the City's approval of a subdivision of land.

Supplemental Declaration	A recorded Supplemental Declaration to this Declaration, which may submit additional property to this Declaration, create easements over the property described in the Supplemental Declaration, impose additional obligations or restrictions on such property, designate special areas as described in Chapter 3, assign use of specified Limited Common Area to additional Units, or any of the foregoing
Supplemental Plat	A supplemental Plat which may be recorded from time to time to reflect changes in the boundaries of the Community as reflected in the Plat or a prior Supplemental Plat
Termination of Mediation	A written notice issued by a mediator pursuant to Chapter 19 that the parties to a Claim are at an impasse and unable to resolve their dispute through mediation.
Title Exceptions	A list of encumbrances affecting the property described in the Plat.
Unfinished Units	A Unit that consists of unimproved land or land upon which a dwelling is being constructed or land upon which a dwelling has been completed but is not permanently occupied or land upon which a model home that is being used for sales and marketing purposes is being operated.
Units	Homes and home sites in the Community. A Unit is a portion of the Community depicted as a separately identified lot on a recorded Plat or a separately identified condominium unit on a recorded condominium map, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a residence for a single family. The term "Unit" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. A parcel of land is considered a single Unit until a Plat or condominium map, or amendment to either, is recorded subdividing it into more than one Unit. Such Plat or condominium map, or amendment, is not intended to, and may not, satisfy requirements of the City of Grand Junction with respect to such subdivision.

TRAILS LEGEND

- 8 FT DETACHED, PAVED LOOP MOSTLY FOLLOWING ROADS
- HISTORICAL ON-SITE
- HISTORICAL OFF-SITE
- NEW ON-SITE; SOFT SURFACE, 2 FT MIN WIDTH
- SPECIAL - INCLINE OR OTHERWISE DIFFERENT FROM OTHERS
- OPEN SPACE
- EXISTING BLM
- TRAILHEADS

NOTE: A NUMBER OF THE HISTORIC TRAILS ARE SHOWN AS 'REHABILITATED' ON THE PARK AREA PLAN.

BLM

Redlands 360 Outline Development Plan

Exhibit 1: Trail Types

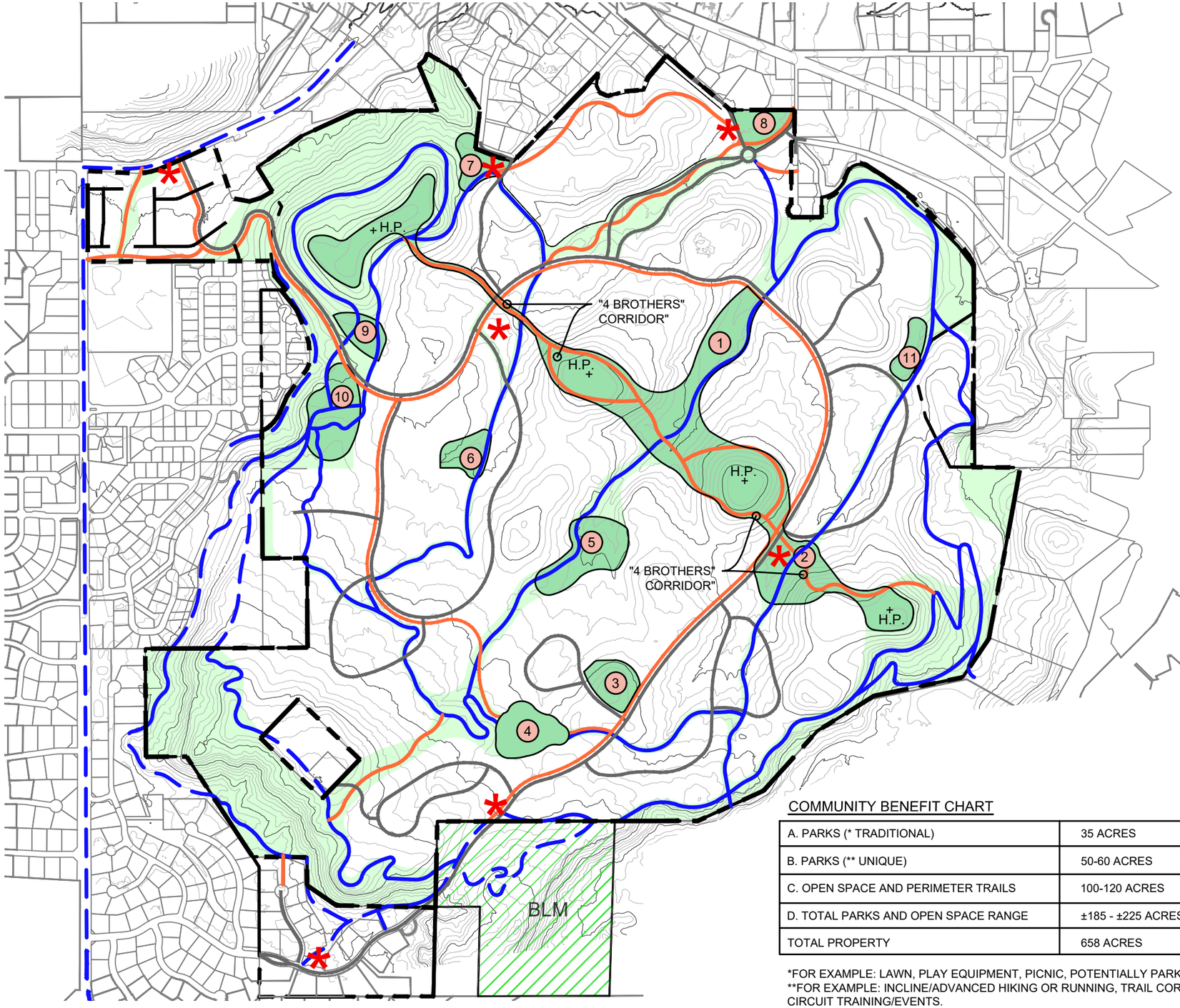
0 800 1600 2400 feet

SCALE:1"=800 FT

ONE LAPLATA

GreenBox STUDIO

S:\PROJECTS\GBS 0130 One LaPlata\001 Redlands 360 PD Amend\Design\DWG\GBS-0130 pd amendment 12-3-25.dwg [Exhibit 1 Trail Types] 12/11/2025 10:10 AM



LEGEND

- HISTORICAL ON-SITE TRAIL
- HISTORICAL OFF-SITE TRAIL
- NEW AND REHABILITATED TRAILS, WITHIN DEVELOPMENT AREA
- OPEN SPACE
- EXISTING BLM
- TRAILHEADS
- PARK AREA

A. PARKS (TRADITIONAL)

1	7.4 ACRES
2	1.6 ACRES
3	2.4 ACRES
4	3.7 ACRES
5	5.0 ACRES
6	2.0 ACRES
7	2.0 ACRES
8	1.6 ACRES
9	2.5 ACRES
10	4.9 ACRES
11	1.9 ACRES
TOTAL	35 ACRES

B. PARKS (UNIQUE)

* THE 4 BROTHERS / 4 HIGH POINTS CORRIDOR	25-30 ACRES
* LINEAR PARKS WITHIN DEVELOPMENT AREA (NOT IN PEREMETER OR PARKS)	25-30 ACRES
TOTAL FOR UNIQUE PARKS	50-60 ACRES
C. REMAINING OPEN SPACE AND PRIMARY EXISTING RIM TRAILS	100-120 ACRES
D. TOTAL OPEN SPACE/PARKS RANGE	100-120 ACRES

(THE ODP PLAN SHALL INCLUDE NO LESS THAN 185 ACRES).

NOTE: PARK AREAS ARE SUBJECT TO SOME CHANGE; EXACT LOCATION TO BE DETERMINED CONCURRENT WITH EACH SUBDIVISION AND PROGRESSION PHASE.

COMMUNITY BENEFIT CHART

A. PARKS (* TRADITIONAL)	35 ACRES	5%
B. PARKS (** UNIQUE)	50-60 ACRES	8-10%
C. OPEN SPACE AND PERIMETER TRAILS	100-120 ACRES	15-18%
D. TOTAL PARKS AND OPEN SPACE RANGE	±185 - ±225 ACRES	±28 %- ± 34%
TOTAL PROPERTY	658 ACRES	100%

EXISTING SLOPE BREAKDOWN OF PARKS (TRADITIONAL)

0-10% SLOPE	18 ACRES	51%
10-20% SLOPE	13 ACRES	37%
20-30% SLOPE	3 ACRES	9%
>30% SLOPE	1 ACRES	3%
TOTAL	35 ACRES	100%

*FOR EXAMPLE: LAWN, PLAY EQUIPMENT, PICNIC, POTENTIALLY PARKING AND RESTROOMS.
**FOR EXAMPLE: INCLINE/ADVANCED HIKING OR RUNNING, TRAIL CORRIDORS (ALL TYPES), CIRCUIT TRAINING/EVENTS.

0 800 1600 2400 feet

SCALE:1"=800 FT

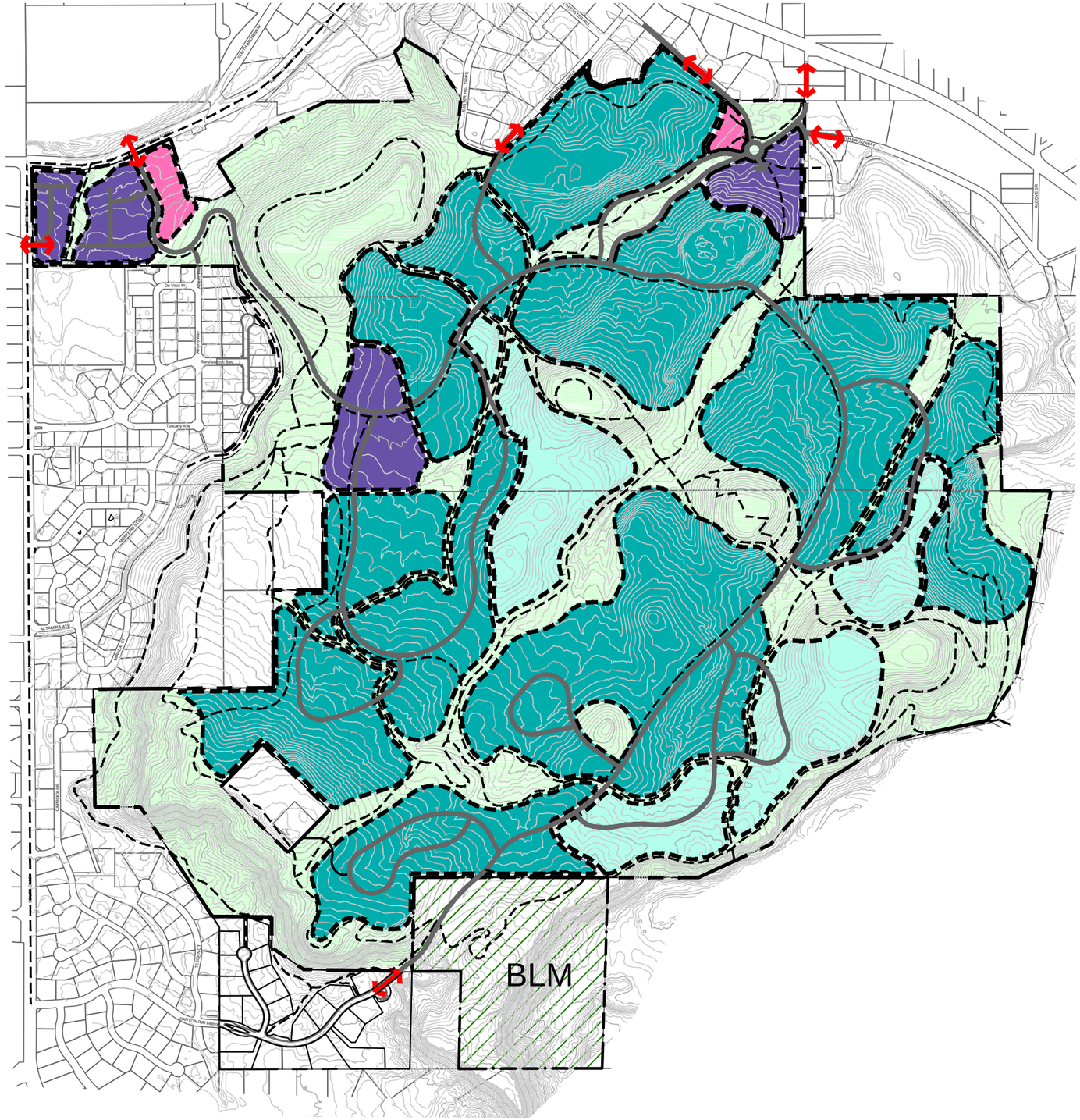
Redlands 360 Outline Development Plan

Exhibit 2: Public Park Areas

ONE LAPLATA

GreenBox STUDIO

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LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
- OPEN SPACE
- ROAD NETWORK
- TRAILS
- ACCESS POINTS

TABLE 1
DEFAULT STANDARDS

Dimensional Summary Table	Low Density Residential	Medium Density Residential	Multi Family & High Density	Commercial	Open Space
City Default Zone Criteria	~~R-4~~ RL-4	~~R-12~~ RM-12	~~R-16~~ RH-16	~~B-1~~ MU-1	~~CSR~~ P-1
Lot					
Area (min. ft.)	0	0	0	0	0
Width (min. ft.)	60	30	20	0	0
Frontage (min. ft.)	20	20	20	0	0
Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
Side (min. ft.)	5	5	5	5	0
Side - abutt residential (min. ft.)	0	0	0	10	10
Rear (min. ft.)	25	10	10	0	10
Accessory Structure					
Front (min. ft.)	20	25	25	25	15
Side (min. ft.)	3	3	3	0	0
Side - abutt residential (min. ft.)	0	0	0	0	5
Rear (min. ft.)	5	5	5	0	10
Bulk / Other Dimensional					
Lot coverage (max.)	50%	75%	75%	100%	100%
Height (max. ft.)	40	40	50	50	65
Density (min. units per acre)	0	2	5.5	0	0
Density (max. units per acre)	4	12	16	18	0
Cluster allowed	No	No	No		

TABLE 2

LAND USE	AREA	MINIMUM DENSITY	MAXIMUM DENSITY
LOW DENSITY RESIDENTIAL	MIN 60 ACRES	60 UNITS	240 UNITS
MEDIUM DENSITY RESIDENTIAL	MIN ~~298~~ ACRES 327	~~596 UNITS~~ 654	~~3576 UNITS~~ 3924
MULTI FAMILY/HIGH DENSITY	MAX 32 ACRES	384 UNITS	512 UNITS
COMMERCIAL / MIXED USE	UP TO 6 ACRES	0 UNITS	100 UNITS
OPEN SPACE/CSR	NO LESS THAN 185 ACRES	-----	-----
PLANNED DEVELOPMENT RANGE		1300 UNITS	1750 UNITS

Redlands 360 Outline Development Plan
Exhibit 3: Land Use and Default Zones

0 800 1600 2400

NORTH

LA PLATA COMMUNITIES

CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciavonne.com
970-241-0745 (P) 970-241-0765 (FX)

SLOPE MAP LEGEND

- 30% OR GREATER SLOPES
- OPEN SPACE
- 25 FT CONTOURS
- PROPOSED ROADS
- ODP DEVELOPMENT 'BUBBLES'

BLM

0 800 1600 2400 feet

SCALE:1"=800 FT

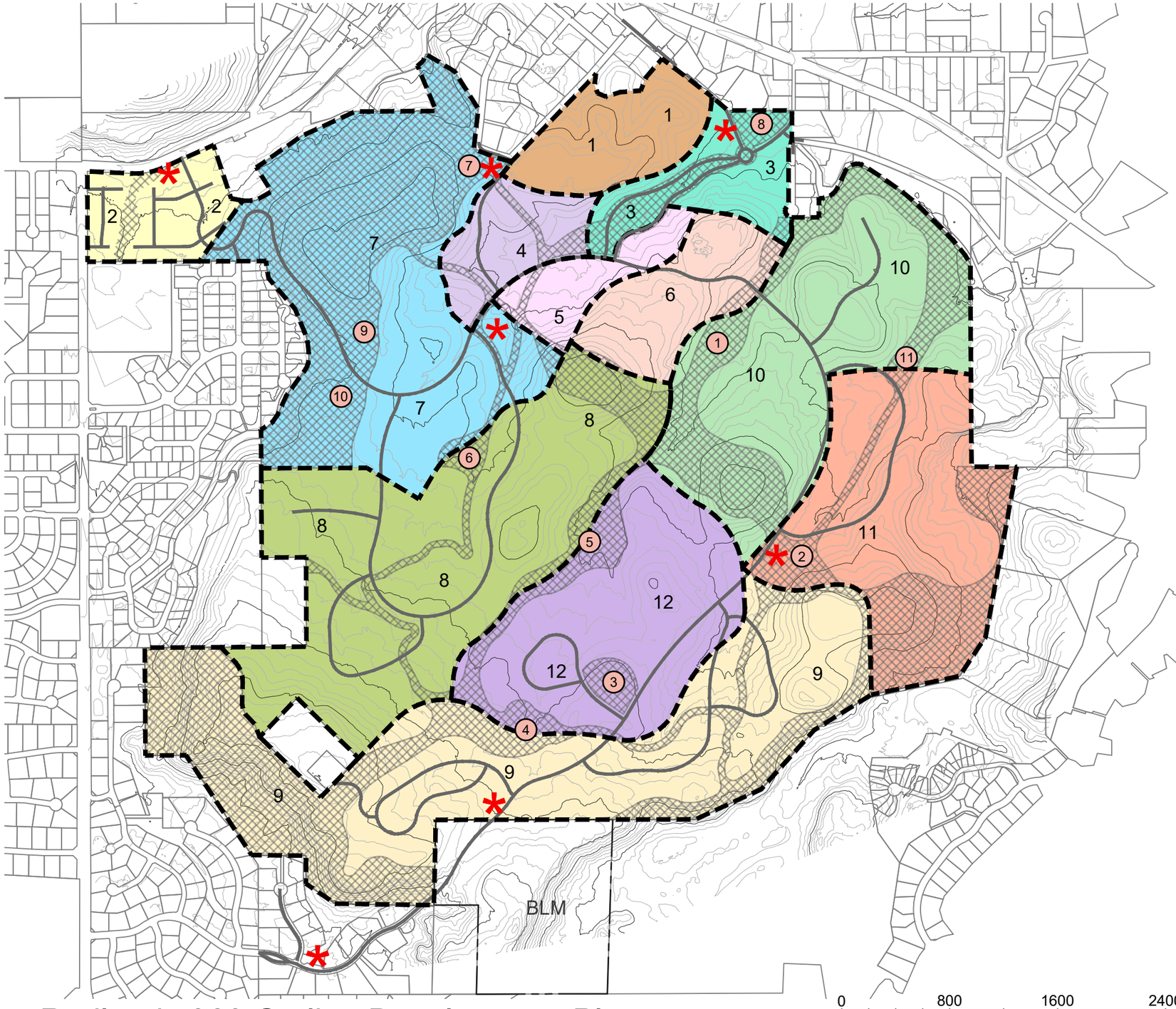
Redlands 360 Outline Development Plan

Exhibit 4: Slope Analysis

ONE LAPLATA

GreenBox STUDIO

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DEVELOPMENT PROGRESSION SCHEDULE

- 1 - COMPLETE
- 2 - TARGETED START 2026
- 3 - TARGETED START 2026
- 4 - TARGETED START 2026
- 5 - TARGETED START 2027
- 6 - TARGETED START 2029
- 7 - TARGETED START 2030
- 8 - TARGETED START 2032
- 9- TARGETED START 2034
- 10 - TARGETED START 2037
- 11 - TARGETED START 2040
- 12 - TARGETED START 2042
- OPEN SPACE; SEE EXHIBIT 2
- (1) TRADITIONAL PARK; SEE EXHIBIT 2
- * TRAILHEAD; SEE EXHIBIT 2

CITY COUNCIL REPORT SCHEDULE

PHASE #	UPDATED MEETINGS WITH CITY COUNCIL
PHASES 2-7	2027
	2032
PHASES 8-12	2037
	2042

Disclaimer: This Progression Plan is conceptual in nature and is our best estimate at this point as to how the master plan will be developed into the future. Factors such as market trends, product mix, etc., will dictate future decisions on how the community will be developed with future phases.

Redlands 360 Outline Development Plan

Exhibit 5: Development Progression Plan

0 800 1600 2400 feet

SCALE:1"=800 FT

ONE LAPLATA

GreenBox STUDIO

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USE CATEGORY	PRINCIPAL USE					
RESIDENTIAL						
Household Living - residential occupancy of a dwelling unit by a "household"	Business Residence				**A**	
	Two Family Dwelling	A	A		A	A
	Single-Family Detached	A	A		A	
	Multifamily Accessory Dwelling Unit	A	A A	A	A	
	Agricultural Labor Housing					A
	Manufactured Housing Park					
	All Other Household Living		A			
Home Occupation	Home Occupation	A	A	A	A	
Group Living - residential occupancy of a structure by a group of people who do not meet the definition of "Household Living"	Small Group Living Facility	A	A	A	A	
	Large Group Living Facility					
	Unlimited Group Living Facility					
	Fraternities/Sororities					
	Rooming/Boarding House					
	Other Group Living (e.g., dormitory style living)					
INSTITUTIONAL AND CIVIC						
Colleges and Vocational Schools - colleges and institutions of higher learning	Colleges and Univiersities					
	Vocational, Technical and Trade Schools					A
Community Service - uses providing a local service to the community	Community Activity Building	A	A	A	A	A
	All Other Community Service	A	A	A	A	
Cultural - establishments that document the social and religious structures and intellectual and artistic manifestations that characterize a society	Museums, Art Galleries, Opera Houses, Libraries		A	A	A	
Day Care - care, protection and supervision for childern or adults on a regular basis away from their primary residence for less than 24 hours per day	Home-Based Day Care (1 -12)	A	A	A	A	
	General Day Care	C	A	A	A	
Detention Facilities - facilities for the detention or incarceration of people	Jails, Honor Camps, Reformatoreis					
	Community Corrections Facility					
	Law Enforcement Rehabilitation Centers					

USE CATEGORY	PRINCIPAL USE					
treatment or surgical care to patients	Physical and Mental Rehabilitation (Resident)				C	
	All Other					
Parks and Open Space - natural areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, etc.	Cemetery					
	Golf Course					
	Golf Driving Ranges					
	Parks, Lakes, Reservoirs, Other Open Spaces	C	C	C	A	A
Religious Assembly meeting area for religious activities	All	A	A	A	A	
Funeral Home/Mortuary	All				A	
Crematory	All				A	
Safety Services - public safety and emergency response services	All	A	A	A	A	
Schools - schools at the primary, elementary, middle, junior high or high school level	Boarding Schools		A	A	A	
	~~Elementary Schools~~ Secondary Schools	A	A	A	A	
		A	A	A	A	
Utility, Basic - infrastructure services that need to be located in or near the area where the service is provided	Utility Service Facilities (Underground)	A	A	A	A	A
	All Other Utility, Basic	C	C	C	A	A
Utility Corridors - passageways for bulk transmitting or transporting of electricity, gas, oil, communication signals, or other similar services	Transmission Lines (Above Ground)	C	C	C	C	
	Transmission Lines (Underground)	C	C	C	C	
	Utility Treatment Production or Service Facility					
	All Other	C	C	C	C	
COMMERCIAL						
Entertainment Event, Major - activities and structures that draw large numbers of people to specific events or shows	Indoor Facilities					
	Outdoor Facilities					C
Lodging - hotels, motels, short-term rentals and similar establishments	Hotels and Motels					
	Short-Term Rentals	A	A	A	A	
Office - activities conducted in an office setting and generally focusing on business, government, professional, or financial services	General Offices				A	
	Office with Drive-Through				A	
Parking, Commercial - parking that is not necessary to serve a specific use and for which fees may be charged	All				A	

Recreation and Entertainment, Outdoor - large, generally commercial uses that provide continuous recreation or entertainment-oriented activities	Campgrounds					
	Resort Cabins and Lodges					
	Swimming Pools, Community	A	A	A	A	
	Shooting Ranges, Outdoor					
	Amusement park, Miniature Golf					
	Riding Academy, Roping or Equestrian Area					
	Zoo					
	All Other Outdoor Recreation					C
Recreation and Entertainment, Indoor - large, generally commercial uses that provide indoor recreation or entertainment-oriented activities including health clubs, movie theaters, skating rinks, arcades	Health Club				A	A
	Movie Theater, Skating Rink, Arcade				A	
	Shooting Ranges, Indoor					
	All Other Indoor Recreation				C	
Retail Sales and Service - firms involved in the sale, lease or rental of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for comsumer and business goods.	Adult Entertainment					
	Alcohol Beverage Production				C	
	Animal Care/Boading/Sales, Indoor				A	
	Animal Care/Boarding/Sales, Outdoor					
	Delivery and Dispatch Services (Vehicles On-Site					
	Drinking Establishment				C	
	Drive-Through Uses (Restaurants)					
	Food Service, Catering				A	
	Food Service, Restaurant (Including Alcohol Sales)				A	
	Farm Implement/Equipment Sales/Service					
	Farmers Market					
	Flea Market					
	Feed Store					
	Fuel Sales, Automotive/Appliance					
	Fuel Sales, Heavy Vehicle					
	General Retail Series, Indoor Operations, Display and Storage				A	
	General Retail Sales, Outdoor Operations, Display or Storage					
	Landscaping Materials Sale/Greenhouse/Nursery					
	Manufactured Buliding Salves and Service					
	Marijuana Related Business					

LEGEND
A ALLOWED USE
C CONDITIONAL USE

Redlands 360 Outline Development Plan
Exhibit 6a: ODP Use Table

ONE LAPLATA

GreenBox STUDIO

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USE CATEGORY	PRINCIPAL USE					
	Mobile Food Ventor				A	
	Mobile Food Vendor Court				A	
	Produce Stands	A	A	A	A	
	Rental Service, Indoor Display/Storage					
	Rental Service, Outdoor Display/Storage					
	Repair, Small Appliance				A	
	Repair, Large Appliance					
	Personal Services				A	
	All Other Retail Sales and Services				A	
Self-Service Storage	Mini-Warehouse			C	C	
Vehicle Repair - repair service to passenger vehicles, light and medium trucks and other consumer motor vehicles	Auto and Light Truck Mechanical Repair					
	Body Shop					
	Truck Stop/Travel Plaza					
	Tire Recapping and Storage					
	All Other Vehicle Repair					
Vehicle Service, Limited - direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed	Car Wash, Gasoline Service Station, Quick Lube				A	
	All Other Vehicle Service, Limited					
INDUSTRIAL						
Manufacturing and Production - firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods	*Indoor Operations and Storage*					
	Assembly					
	Food Products					
	Manufacturing/Processing					
	Marijuana Related Business					
	Indoor Operations with Outdoor Storage					
	Assembly					
	Food Products					
	Manufacturing/Processing					
	Marijuana Related Business					
	Outdoor Operations and Storage					
	Assembly					
	Food Products					
	Manufacturing/Processing					
	Marijuana Related Business					
	All Other Industrial Service, Including any Hazardous Occupancy per the International Fire Code or International Building Code					

Self-Service Storage	Indoor Operations and Storage					
Industrial Services - Contractors and Trade Shops, Oil, and Gas Support Operations without hazardous materials	Indoor Operations and Outdoor Storage (including Heavy Vehicles)					
	Outdoor Storage and Operations					
	Research, Testing and Laboratory Facilities - Indoors (includes Marijuana Testing Facilities)					
Junk Yard	Junk Yard					
Impound Lot	Impound Lot					
Heavy Equipment Storage/Pipe Storage	All					
Warehouse and Freight Movement - firms involved in the storage or movement of freight	Indoor Operations, Storage and Loading					
	Indoor Storage with Outdoor Loading Docks					
	Outdoor Storage or Loading					
	Gas or Petroleum Storage					
	Sand or Gravel Storage					
	All Other					
Waste-Related Use - uses that receive solid or liquid wastes from others, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material	Non-Hazardous Waste Transfer Station					
	Medical/Hazardous Waste Transfer Station					
	Solid Waste Disposal Sites					
	Recycling Collection Point				C	
	All Other Waste-Related					
Wholesale Sales - firms involved in the sale, lease or rental of products primarily intended for industrial, institutional or commercial businesses	Wholesale Business (No Highly Flammable Materials/Liquids)					
Agricultural	Agricultural Products					
	All Other Wholesale Uses					
	Animal Confinement					
	Dairy					
	Confined Animal Feeding Operation, Feedlot					
	Forestry, Commercial					
	Marijuana Related Business					
	Pasture, Commercial					
	Winery					
	All Other Agriculture					
Aviation or Surface Passenger Terminal - facilities for the landing and takeoff of flying vehicles or stations for ground-based vehicles and unloading areas	Airports/Heliports					
	Bus/Commuter Stops	A	A	A	A	
	Bus/Railroad Depot					
	Helipads					
	All Other Aviation or Surface Passenger Terminal					

Mining - mining or extraction of mineral or aggregate resources from the ground for off-site use	Oil or Gas Drilling					
	Sand or Gravel Extraction or Processing					
	All Other Mining					
Telecommunications Facilities - devices and supporting elements necessary to produce nonionizing electromagnetic radiation operating to produce a signal	Facilities on Wireless Master Plan Priority Site WHen Developed in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A	C
	Temporary PWSF (e.g., COW)	A	A	A	A	
	Co-Location	A	A	A	A	
	Tower Replacement	A	A	A	A	
	Dual Purpose Facility	A	A	A	A	
	DAS and Small Cell Facilities	A	A	A	A	
	Base Station with Concealed Attached Antennas	A**	A**	A**	A**	
	Base Station with Non-Concealed Attached Antennas	C**	C*	C**	C**	
	Tower, Concealed	C***	C	C	C	
	Tower, Non-Concealed					
	Broadcast Tower					

NOTES:

* Refer to Chapter 5.15 GJMC

** Except NOT allowd on structures the principal use of which is single - or two-family residential, group living or day care, or on multifamily structures of fewer than three stories.

*** Except NOT allowed on any site or lot where the principal use is single - or two-family residential.

LEGEND

A ALLOWED USE

C CONDITIONAL USE

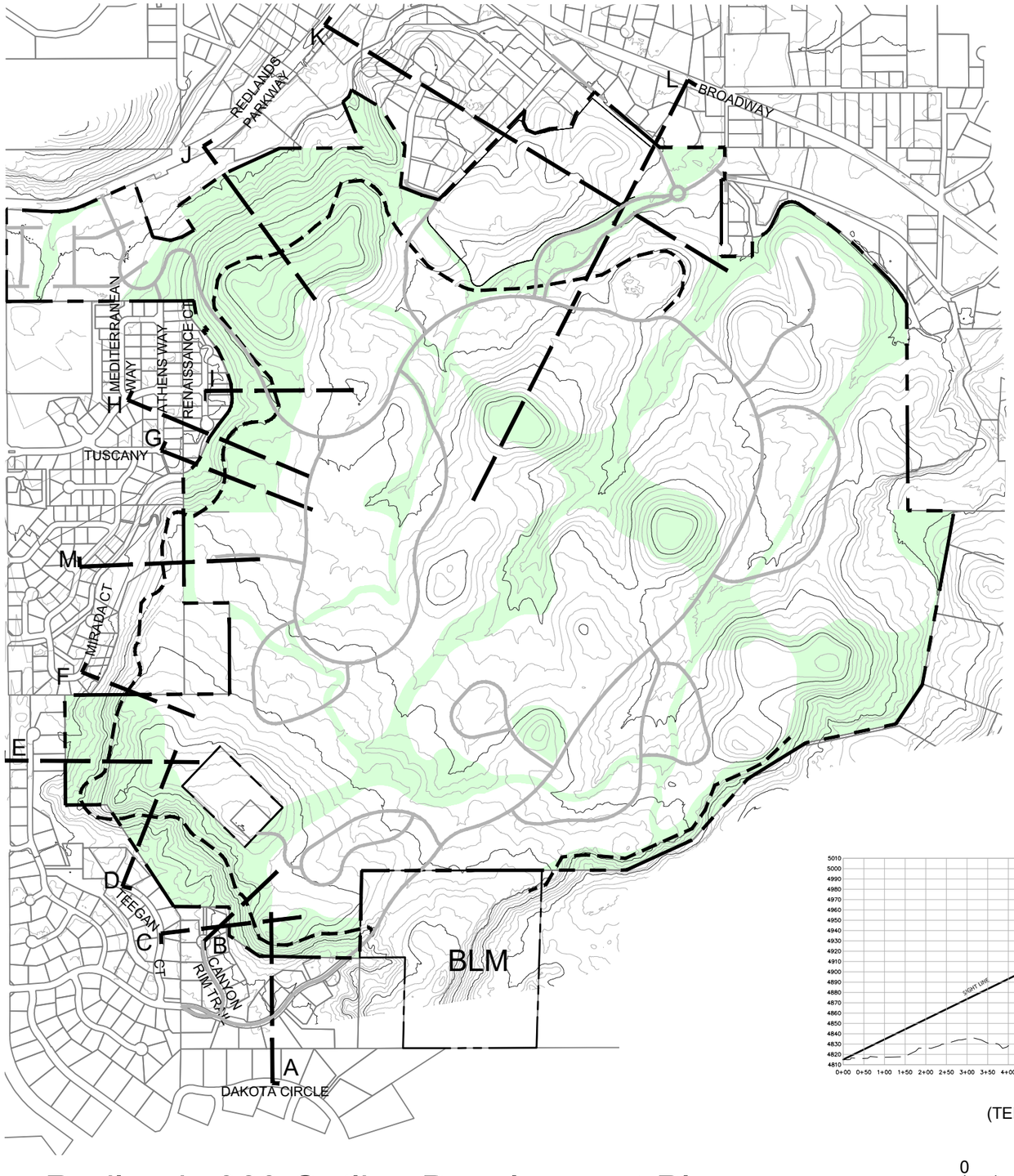
ONE LAPLATA

GreenBox STUDIO

Redlands 360 Outline Development Plan

Exhibit 6b: ODP Use Table

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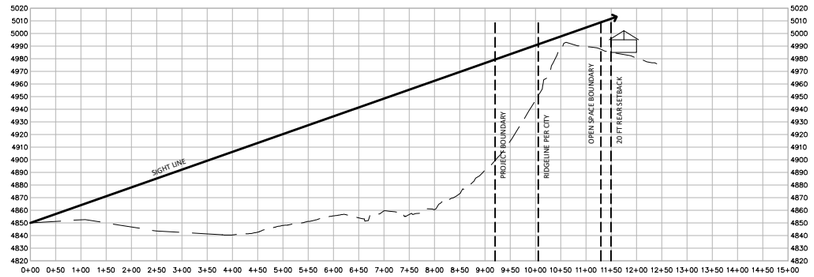
RIDGELINE MAP LEGEND

OPEN SPACE

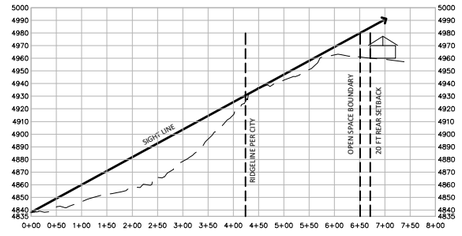
RIDGELINE SECTION LINES FROM NEAREST STREET CENTER LINE PARALLEL TO RIDGE; SEE SECTIONS BELOW

RIDGELINE PER CITY OF GRAND JUNCTION; 21.07.020 (g)(6) Exhibit 7.2 C2

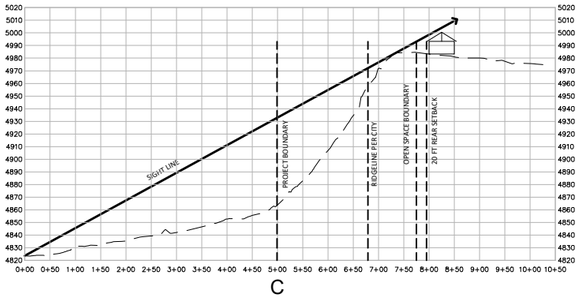
NOTE: CROSS SECTIONS DRAWN WITH 2.5X VERTICAL EXAGGERATION



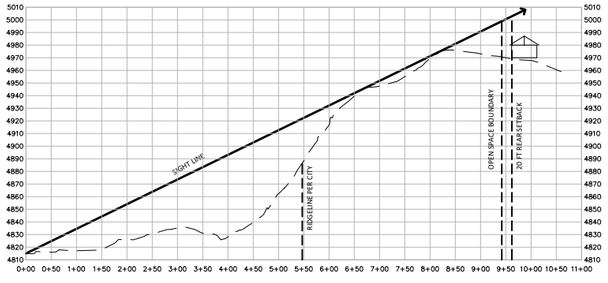
A
(DAKOTA CIRCLE)



B
(CANYON RIM TRAIL)



C
(TEEGAN COURT)



D
(TEEGAN COURT)

Redlands 360 Outline Development Plan

Exhibit 7a Ridgelines and Sections

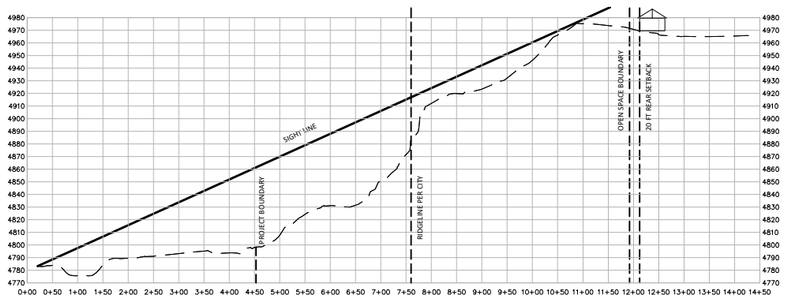
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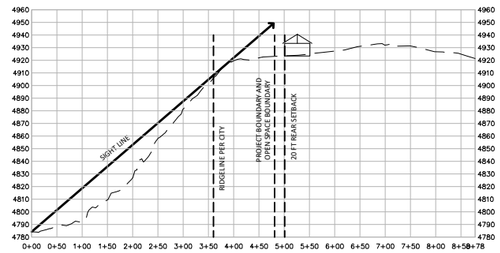
ONE LAPLATA

GreenBox STUDIO

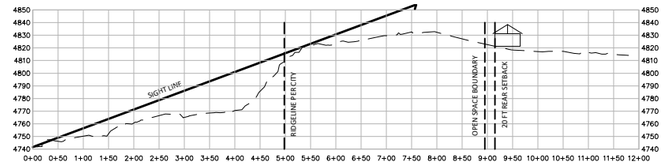
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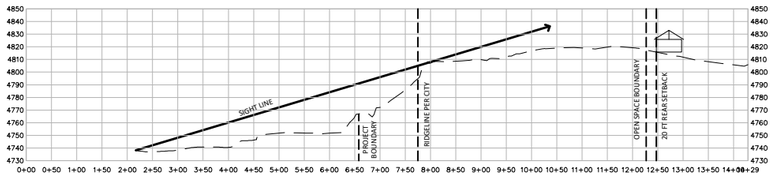
E
(SOUTH CAMP)



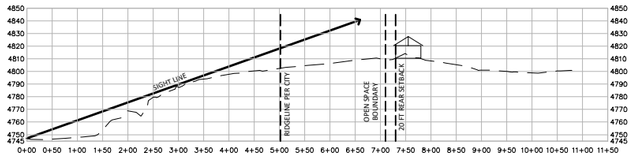
F
(MIRADA CT)



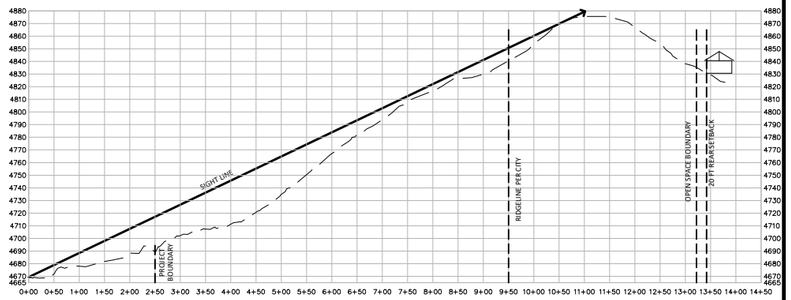
G
(TUSCANY & ATHENS WAY)



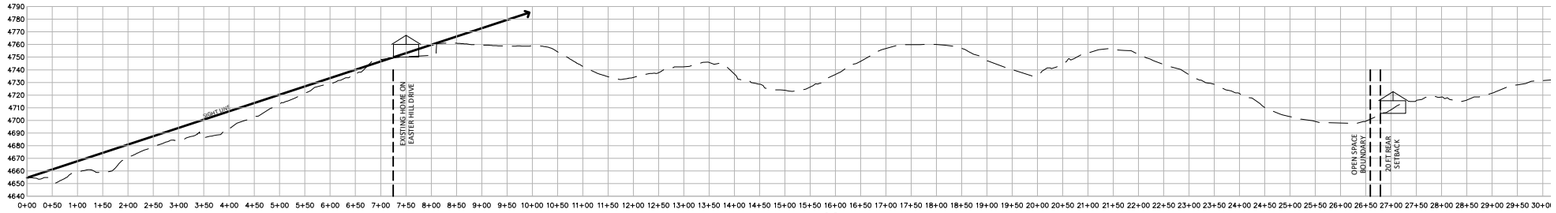
H
(MEDITERRANEAN WAY)



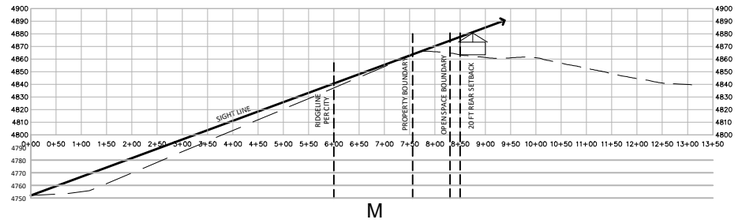
I
(RENAISSANCE COURT)



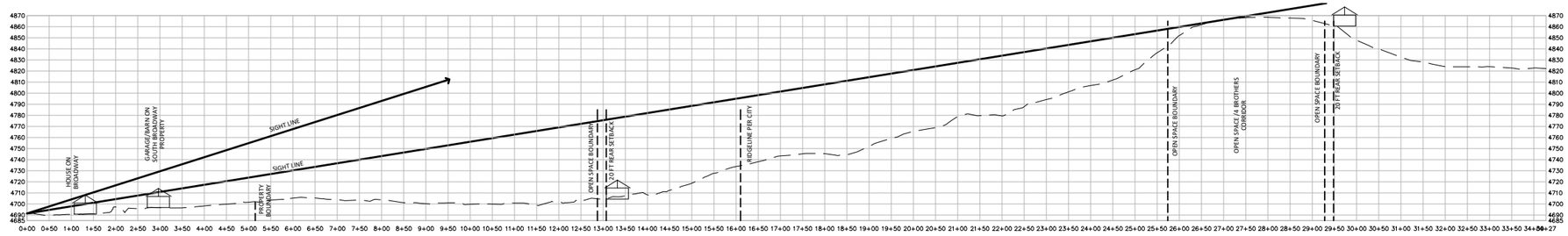
J
(REDLANDS PARKWAY-SOUTHWEST)



K
(REDLANDS PARKWAY-NORTHEAST)



M
(MONTERO STREET)



L
(SOUTH BROADWAY/HWY 340)

Redlands 360 Outline Development Plan

Exhibit 7b Ridgelines and Sections

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The City of Grand Junction Zoning and Development Code includes chapters 21.11, Outdoor Lighting and Chapter 25.04, Site Lighting.

Chapter 21.11. Outlines the following purposes of lighting regulations:

1) Minimize light pollution, light trespass, and glare
2) Conserve energy and resources
3) Provide safe roadways for motorists, bicyclists, and pedestrians
4) Promote wildlife habitation and migration by minimizing light pollution into and adjacent to habitat areas
5) Ensure sufficient lighting can be provided where needed to promote safety and security
6) Protect and reclaim the ability to view the night sky

Outdoor lighting in the Redlands has historically been minimized, particularly in the areas on the south side of Highway 340 which includes the Redlands 360 ODP area. The excerpt below is from the Redlands Neighborhood Plan adopted by the City and County in 2002. While this plan has since been sunset by the City, the information is still relevant to the importance of protecting the night sky and how lighting on the Redlands has been treated over time. With the increase in development on the Redlands, retaining the characteristics of dark skies has been repeatedly cited by residents as a priority during neighborhood meetings and in comments to development applications.

Outdoor Lighting

The enjoyment of the night-sky is also a high priority for residents of the Redlands. Specific standards should be developed to address light pollution concerns. The varying topography and proximity to the Colorado National Monument makes it that much more important that the amount of lighting in certain areas of the Redlands be kept to a minimum. Generally, that area south of Highway 340 should have reduced requirements for street lighting and other public space lighting, allowing the lighting to be low level and spaced to profived the minimum light necessary to meet safety needs. (See also Land Use/Growth Management Action Plan, Page 21)

GOALS, POLICIES, IMPLEMENTATION

Goals

** Enhance and maintain, to the greatest extent possible, the darkness of the night sky.*

Policies

** Minimize the number and intensity of street lighting and public space lighting.*
** Encourage homeowners to minimize outdoor lighting.*

In keeping with Code purposes and the historic treatment of lighting in the Redlands, and specifically to be consistent with lighting within surrounding neighborhoods and nearby developments in the Redlands 360 area (e.g. The Ridges/Redlands Mesa, Granite Falls), the Applicant is proposing the following lighting policy for the amended Redlands 360 Outline Development Plan (ODP):

Public Streets

Residential Collector Streets are to be provided with standard Cobra Head fixtures (See Figure 1). This lighting standard will be placed at high intensity intersections with other major roadways. Less intensity intersections along Residential Collector Streets such as with Residential Local Streets, trail or mid-block sidewalk crossings may be illuminated with the Lantern Head fixtures.

Residential Local Streets are to be provided with standard Lantern fixtures (See Figure 2). The lighting standard at the less intensity intersections shall be determined at the time of each filing submittal for Redlands 360. This lighting standard will not be required at the end of cul-de-sacs on Residential Local Streets. Any location where a trail or mid-block sidewalk crossing occurs may be illuminated with a Pedestrian Light (See Figure 3).

Streetlights other than at locations listed above are to be limited and primarily only used to illuminate roadway areas such as curves and crests in the grade.

Bicycle & Pedestrian Trails and Outdoor Public Gathering Spaces

In keeping with the prevailing outdoor lighting character in the Redlands, lighting of public pedestrian gathering spaces and formal bicycle and pedestrian trails shall be minimized. However, these circulation elements shall be highlighted by visible light sources that clearly indicate an entrance to a primary trailhead/ path or its intersection with a street, sidewalk or other pedestrian area or path (if there is no other lighting in the vicinity). Pedestrian level lighting will be used to highlight circulation systems as needed by visible light sources that clearly indicate the path of travel ahead or highlight points of deviation or conflict but do not necessarily illuminate all portions of the path.

Pedestrian area and pathway lighting shall be mounted close to the ground and use a low level of illumination, such as a Pedestrian Light, a Pedestrian Bollard Light (See Figure 4) or similar low mount fixture. Pedestrian Lights will be a maximum of 14 feet in height. Pedestrian Bollard Lights will be a maximum of 4 feet in height. Solar fixtures are allowed and preferred for this type of lighting. Fixtures are to be provided at entrances to primary walkways, at trail intersections, stairways, and similar conflict points. Pedestrian lighting in other locations than listed above are to be limited but not required. Minimum intensity for such lighting shall be 0.5 footcandles; maximum 10 footcandles. All lighting shall be shielded and downcast as needed to minimize the impact of illumination on adjacent areas.

All single-track hiking and biking trails, whether existing or proposed, located throughout the designated community open space are exempt from the requirements of pedestrian lighting listed above.

Commercial/Multifamily Parking lots.

Provide parking lot lighting to meet the IES Parking Facilities Standard for Low Levels of Activity in General Parking and Pedestrian Areas of 0.2 footcandle minimum and 6 footcandles maximum on the pavement with a uniformity of 4 footcandles or less. Parking lots/areas not classified as commercial and/or multifamily parking lots will not be required to have lighting.

Playgrounds

As consistent with other public parks/playgrounds, lighting is not required, and the use of playgrounds shall be restricted/posted for use in daytime (dawn until dusk) hours only. Lighting within any park to be dedicated to the City shall be approved by the City. Developer will determine lighting needs within Metropolitan District parks depending on the proposed program and use of the park.

Under-Canopy Areas

Stand-alone canopy lighting is not required, however where employed such as at a canopy over a mail kiosk, lighting may be controlled by motion-detection for automatic on and off control. Where the canopy does not exist near a site power distribution supply, exterior rated solar/battery power supply for lighting to provide a minimum 2 footcandles, maximum 5 footcandles will be provided. Lighting source(s) will be shielded by inherent design of the luminaire or construction of the canopy, to minimize fixture visibility and lighting spillover along the roadway or adjacent lots and restrict most of the luminance of the fixture to a footprint within 10 feet from the edge of canopy.

Signage and Accent Landscape Lighting

Signage and accent landscape lighting is not required. However, where provided for entry/development identification and aesthetics, the lighting may be shielded to minimize fixture visibility and lighting spillover along the roadway or adjacent lots; illumination shall be limited to 15 footcandles and it shall be limited to illumination from sunset to midnight and from an hour before dawn to dawn.

Signage and Accent Landscape Lighting shall all be accomplished utilizing in-ground fixtures that do not extend above ground more than one (1) foot.

Lighting for other signage, such as on non-residential buildings or sites is not allowed one hour after closing, and before one hour of opening.

Building Entries

Lighting at non-residential or multi-unit buildings shall be located on the building with 5 footcandles minimum, and 10 footcandles maximum. Lighting at other than main entrances is to be directed so as not to spill more than 15 feet from entrance.

General Lighting Standards

All light fixtures may be aimed at and shielded so that the direct illumination shall be confined to the property boundaries of the light source. Lighting shall not be aimed onto adjacent properties, except in cases of shared parking, shared pedestrian pathways, or for coordinated development sites spanning multiple parcels.

For lighting fixtures that exceed 3 feet in height, light shall be directed away from drivers' direct line of sight and away from residential uses but shall not interfere with the safe operation of vehicles moving on or near the site.

USE/AREA*	MINIMUM INTENSITY (footcandles)*	MAXIMUM INTENSITY (footcandles)*
Bicycle and Pedestrian Trails and Outdoor Public Gathering Spaces	0.5	10.0
Commercial/Multifamily Parking Lots**	0.2	6.0
Under-Canopy Areas	2.0	5.0
Signage and Accent Landscape Lighting	0.0	15.0
Building Entries	5.0	10.0

*Refer to details above for further requirements including standard style, height, location and spacing of lighting.

** Parking lots/areas not classified as commercial and/or multifamily parking lots will not be required to have lighting.

Disclaimer: Light fixture images shown on this graphic are for representational purposes only. Final light fixtures to be installed will be submitted and approved by the City of Grand Junction.



Figure 1: Cobra Head Light



Figure 2: Lantern Light



Figure 3: Pedestrian Light



Figure 4: Pedestrian Bollard Light

Redlands 360 Outline Development Plan

Exhibit 8: Outdoor and Site Lighting

ONE LAPLATA

GreenBox STUDIO

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Redlands 360 Development – ODP Amendment/Annexation of 19 Acre Parcel

SUMMARY OF NEIGHBORHOOD INFORMATION MEETING
TUESDAY, OCTOBER 21, 2025, FROM 5:30 PM TO XXXPM
MONUMENT BAPTIST CHURCH, 486 23 ROAD, GRAND JUNCTION, CO

A neighborhood information meeting for the above-referenced projects was held Tuesday, October 21, 2025, at Monument Baptist, from 5:30 pm to 7:00 pm. The initial letter notifying the neighboring property owners within the surrounding 500 feet was sent on October 8, 2025, per the mailing list received from the City of Grand Junction. There were approximately 37 people in attendance, including representatives from LaPlata Communities/Redlands 360; Jane Quimby, Project Manager, Doug Quimby, Cody Humphrey and Don Gravette. The City of Grand Junction was represented by Jessica Johnson, Zoning Supervisor. Also in attendance was Tracy States, Project Coordinator with River City Consultants, Inc.

Jane Quimby made introductions and explained the purpose of the meeting was to identify new areas being brought into the ODP/PD (Outline Development Plan/Planned Development zoning) and changes to the 2022 approved ODP. She then introduced Cody who gave a power point presentation.

Cody Humphrey began his presentation, a copy of which is included as an attachment to this summary. Cody showed the original ODP and the areas to be brought into the ODP. He stated the total area was approximately 628 acres, including Renaissance and Canyon Rim. Cody talked about the density, 1,300 – 1,750 units, with 6 acres of commercial and approximately 35 acres of parks.

Cody gave a summary of the submittal and made the following points:

- Will be amending the approved ODP to incorporate the additional 29 acres (two 5 acre parcels already in the city limits and one 19 acre parcel in the county, to be annexed into city limits).
- The ODP provides zoning and anticipates land use.
- The phasing and graphics will be updated.
- Implementation of outdoor lighting policy/dark sky lighting, limiting streetlights, etc.
- Would like to mimic what exists in Redlands Mesa.

Cody then showed the current approved plan and the new parcels in relation to the approved ODP. He explained that the density of the development is medium density, up to 12 units per acre. He explained that the "bubbles" shown on the approved ODP don't necessarily equate to development. The topography is very challenging and 12 units or higher density would work better on flatter ground, like the attached dwelling units in Filing 2. He said that the 29 acres would lean more toward single family detached product because of the topography. Questions/comments ensued.

The conversation had very little to do with the ODP Amendment/Annexation.

- Complaint about S. Broadway one-way street.
- How does traffic flow work?
    - Cody and Jane explained that there will be two roundabouts and turn lanes to calm traffic flow.
- Is 19 acre parcel next to S. Broadway?
    - No – separated by the ditch and a piece of land.
- Will there be access to the slide show?
    - Part of neighborhood meeting summary/public record.
- Project is too dense. Where are the buyers coming from?
    - Some out of state, some from other parts of Colorado. The original ODP was approved four years ago and was a very long process with many opportunities for public comment.
    - Jane noted that the project is an infill project and the City wanted higher density. This is a 25-year project to build out. The project may struggle to get to the minimum required density of 1,300 dwelling units.
- How much of the wetlands on the corner parcel are retained?
    - All.

Cody began to wrap up his presentation and the conversation shifted to traffic mitigation with the three added parcels. Cody explained that the added parcels don't generate enough traffic to change the existing traffic impact studies. Jane talked about current traffic mitigation including the roundabout at 23 Road and Broadway, planned left turn lanes and the planned internal round about, all of which will mitigate traffic and create a safer environment.

Questions about the annexation of roadways and what is the eventual plan for Hwy 340. Cody and Jane explained that the 340 roundabout will start as one lane but can accommodate two lanes based on the design. The City's ultimate plan is for 340 to become four lanes from Ridges Blvd. to Redlands Parkway. When the roadway is widened to four lanes, the roundabout will also be modified to accommodate two lanes of traffic.

Question about how irrigation will be handled. It was explained that the overall project has 75+ irrigation shares and only the common areas will be irrigated. It was also explained that the project will keep most of the trails and maintain current hillsides. The recent 500-year storm event and drainage issues were discussed. Drainage for county residents is an issue and they were advised to talk to the county about the existing issues.

The attendees brought up the power outages that are still regularly occurring. Jane explained that they had notifications of regular outages with regards to the irrigation pumps. She noted that the development is required to install infrastructure as they go, including transformers, lines, etc. The outages tend to occur when it is very windy or hot.

RIVER CITY CONSULTANTS, INC. ■ 215 PITKIN AVENUE, UNIT 201 ■ GRAND JUNCTION, COLORADO 81501 ■ 970.241.4722

The conversation shifted back to the ODP Amendment and dark sky policy. Cody reiterated that the phasing plan will likely change. He and Jane advised they are working with the city on the dark sky definition. Jane added that most existing residences are in the county and that the Redlands 360 development has to try and find a compromise that meets city code while providing a safe environment without overexposing. Redlands Mesa is a good example. The attendees wanted to know if there will be lighting limits on retail areas and the response was yes.

Final questions:

- Recap common areas/open space?
    - There are 11 parks, 7 trailheads or about 1/3 of the total acreage.
- When will construction of Filing 2 begin.
    - February 2026
- Filings 3 and 4?
    - About the same time.

The meeting adjourned at 7 PM.

Tuesday, October 21, 2025
Redlands 360 Proposed Annexation and Amended PD ODP
Adding approximately 29 acres (10 already in the City limits and 19 to be annexed)
Neighborhood Information Meeting – 5:30 PM
Monument Baptist Church
Located at 486 23 Road, Grand Junction, CO

Name	Address	Phone/Email
1. Lynn & Tyler	399 MIRADA CT	LYNN_MANAHAN@hotmail.com
2. Jack Rogan	434 Athens Way	johnfrogan@yahoo.com
3. Kristl Holtz	2285 S. Arriba Cr. GJ	Kristlhtz16@yahoo.com
4. Kathy Weida	392 Caprock Ct	lasvegaskat36@hotmail.com
5. Denise & Sarah	204 Easter Hill Dr	denthom1958@msn.com
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Tuesday, October 21, 2025
Redlands 360 Proposed Annexation and Amended PD ODP
Adding approximately 29 acres (10 already in the City limits and 19 to be annexed)
Neighborhood Information Meeting – 5:30 PM
Monument Baptist Church
Located at 486 23 Road, Grand Junction, CO

Name	Address	Phone/Email
1. RondaBoenda Wuthers	2305 S BROADWAY	970-210-9900
2. Sarah + Mark Caldwell	2281 Holy Cross Ct	972-998-5716
3. Wendy Beckius	203 Easter Hill Dr.	970-379-2155
4. Douglas Scott	2219 RENAISSANCE BLVD	402-479-3268
5. Pam & Craig Tate	2225 Redlands PKWY	970-618-5445
6. Tom & Diana Baergsten	2307 S. Broadway	970-241-1798
7. Carol Coburn	108 Columbine Ct	970-778-1209
8. Steve & Natalie Husch	2284 Holy Cross Ct.	
9. Betty Balko	1210 Mesa Grande Dr.	970-260-8032
10. Jimmy Cripple	442 Montero	970-471-3343
11. Doug Quimby	422 E Vermijo, Colorado Springs	
12. Sue Smith	2217 Renaissance Blvd	
13. Tracy Stukes - RCC		
14. Jarl Quimby		
15. Jessica Johnsen City CG		
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Tuesday, October 21, 2025
Redlands 360 Proposed Annexation and Amended PD ODP
Adding approximately 29 acres (10 already in the City limits and 19 to be annexed)
Neighborhood Information Meeting – 5:30 PM
Monument Baptist Church
Located at 486 23 Road, Grand Junction, CO

Name	Address	Phone/Email
1. Cheryl Cable	403 Mirada Ct.	
2. Dan O'Neil	214 Eastern Hill Dr.	
3. Steve Cable	403 Mirada Ct.	
4. Brittney Archie	2220 Da Vinci	
5. Kip Archie	2220 Da Vinci	
6. Jan Di Girolamo	2282 Holy Cross CT	
7. Dan & LaDonna Salamon	2290 S Broadway	
8. Don Gravette	422 E Hermijo CO	don.gravette@one la Plata.us
9. Melissa Connor	2219 Rewissang Blvd	
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2 EMBS TRUST
120 MESA GRANDE
GRAND JUNCTION CO 81507

2241 S BROADWAY LLC
1985 1/2 S BROADWAY
GRAND JUNCTION CO 81507

ABBOTT WILLIAM ALLEN
ABBOTT ROBERTA JEAN
435 RENAISSANCE CT
GRAND JUNCTION CO 81507

ALDOUS ZOE
449 S CAMP RD
GRAND JUNCTION CO 81507

ALLEN TODD
ALLEN KARI J
2140 SLOPE CREEK AVE
GRAND JUNCTION CO 81505

ANDERSON THOMAS MICHAEL
ANDERSON LINDSAY NICOLE
3393 FLORENCE WAY
DENVER CO 80238

ANDREWS WILLIAM M
ANDREWS ELENA J, HART LEANNE G &
CALABRESE KERRYN J GRANTEE
BENEFICIARIES
375 CAPROCK DR
GRAND JUNCTION CO 81507

ANN W LEWIS UTA DATED APR 30 2015
SARGENT DALE
370 TEEGAN CT
GRAND JUNCTION CO 81507

APP TRUST
2216 DA VINCI PL
GRAND JUNCTION CO 81507

ARCHIE KIP DAVID
ARCHIE BRITTNEY NICOLE
2220 DA VINCI PL
GRAND JUNCTION CO 81507

ATCHLEY WILLIAM W
402 ALTAMIRA CT
GRAND JUNCTION CO 81507

ATKINS MITCHELL TALMADGE
ATKINS TRACY TWINN
221 ALCOVE DR
GRAND JUNCTION CO 81507

BAKER MICHAEL L
354 TEEGAN CT
GRAND JUNCTION CO 81507

BARGSTEN TOM S
BARGSTEN DIANA L
2307 S BROADWAY
GRAND JUNCTION CO 81507

BEAN JARED LEE
BEAN JAMI F
113 E ALCOVE DR
GRAND JUNCTION CO 81507

BECKIUS JOHN M
BECKIUS WENDY K
203 EASTER HILL DR
GRAND JUNCTION CO 81507

BELATTI DANIEL A
BELATTI HEIDI L
447 RENAISSANCE CT
GRAND JUNCTION CO 81507

BENNETT BETTY C
2324 S BROADWAY
GRAND JUNCTION CO 81507

BENNETT MICHAEL P
BENNETT TARA G
2270 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

BERGUER ALEXANDRA
COYLE BENJAMIN T
2199 S BROADWAY
GRAND JUNCTION CO 81507

BIGUM ALFRED BUSBY
BIGUM EDITH MARIE
432 ATHENS WAY
GRAND JUNCTION CO 81507

BIRD WILLIAM
BIRD MEREDITH K
200 EASTER HILL DR
GRAND JUNCTION CO 81507

BLAYLOCK CLINT
BLAYLOCK DANYIELLE
404 MIRADA CT
GRAND JUNCTION CO 81507

BLM
2815 H RD
GRAND JUNCTION CO 81506

BOARDWINE GWEN A
2287 HOLY CROSS CT
GRAND JUNCTION CO 81507

BOGART JASON
BOGART SARAH
212 EASTER HILL DR
GRAND JUNCTION CO 81507

BONAN-HAMADA CATHERINE M
BONAN-HAMADA EDWARD K
432 MONTERO ST
GRAND JUNCTION CO 81507

BOOTH ROBERT L
BOOTH ANDREA A
394 MIRADA CT
GRAND JUNCTION CO 81507

BRIGHTSTAR GOLF REDLANDS MESA
LLC
2325 W RIDGES BLVD
GRAND JUNCTION CO 81507

BROOM JEFFREY
2308 S BROADWAY
GRAND JUNCTION CO 81507

BUBAR RONNIE D
2333 S BROADWAY
GRAND JUNCTION CO 81507

BUTLER BRADLEY E
BUTLER BARBARA R, KMAIGIATTD TRST
DTD NOV 22 2019 GRANTEE BENEFICIARY
429 RIO VISTA RD
GRAND JUNCTION CO 81507

BUTSON JOSHUA LINCOLN
BUTSON TARA MAE
358 CAPROCK DR
GRAND JUNCTION CO 81507

CABLE STEVEN W
CABLE CHERYL A
403 MIRADA CT
GRAND JUNCTION CO 81507

CALDWELL SARAH DEW
CALDWELL JOHN MARK
2281 HOLY CROSS CT
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CAMELOT INVESTMENTS LLC
809 LAKESIDE DR
CARBONDALE CO 81623

CHMURA BRUCE T
CHMURA SHARON F
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GRAND JUNCTION CO 81507

CITY OF GRAND JUNCTION
JESSICA JOHNSEN
250 N 5TH ST
GRAND JUNCTION CO 81501

CLUB VILLAS HOMEOWNERS
ASSOCIATION INC
2325 W RIDGES BLVD
GRAND JUNCTION CO 81507

COFFELT CHRIS
COFFELT MELANIE
2283 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

COHAN WILLIAM T
COHAN A R
2293 BROADWAY
GRAND JUNCTION CO 81507

COHEE JONATHAN LEE
COHEE STEFANIE ANN
2318 LONETREE
GRAND JUNCTION CO 81507

COHEN SETH HOWARD
COHEN JEANNE LYNETTE
2266 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

COLE MATTHEW W
477 23 RD
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COLEMAN TYLER L
MILLOY HANNAH E
2286 HOLY CROSS CT
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
356 CAPROCK DR
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
440 RUST CT
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
445 ATHENS WAY
GRAND JUNCTION CO 81507

CONFIDENTIAL OWNER
CONFIDENTIAL OWNER
446 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

CONNOR & SCOTT LIVING TRUST
DATED AUG 8 2019
2219 RENAISSANCE BLVD
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COPELAND JEFFREY T
COPELAND KATHLEEN M
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GYPSUM CO 81637

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CRUM SANDRA K
383 CAPROCK DR
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CULLINANE FAMILY LIV TRST U/A DTD
JAN 6 2022
2216 TUSCANY AVE
GRAND JUNCTION CO 81507

CUMMINGS RONALD R
CUMMINGS NANCY ELLEN
449 RENAISSANCE CT
GRAND JUNCTION CO 81507

CUNNINGHAM BARRY K
HURST KAREN J
2221 TUSCANY AVE
GRAND JUNCTION CO 81507

DATRI EDWARD JR
DATRI CECILIA
2289 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

DEMUTH MICHAEL J
DEMUTH GRETCHEN D
2281 S BROADWAY
GRAND JUNCTION CO 81507

DERE BRIAN
DERE JENNIFER
1173 23 1/2 RD
GRAND JUNCTION CO 81505

DESROSIERS DON C
455 WILDWOOD DR
GRAND JUNCTION CO 81507

DISTINCTIVE DESIGN BUILD LLC
566 W CRETE CIR UNIT 4
GRAND JUNCTION CO 81505

DIX LAUREN
THOMPSON STEPHEN L
366 CAPROCK DR
GRAND JUNCTION CO 81507

DONALDSON KURTZ LIVING TRUST
DATED JUN 2 2017
2214 CANYON RIM DR
GRAND JUNCTION CO 81507

DUNCAN DARRELL LANE
DUNCAN MICHELE MARIE
449 MEDITERRANEAN WAY
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DURHAM JEANETTE MARIE
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GODS COUNTRY HOMES LLC
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COLORADO SPRINGS CO 80919

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GONYEAU LEAH L, GONYEAU BRADFORD
JAY GRANTEE BENEFICIARY
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REDLANDS THREE SIXTY LLC, JANE
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GUTHRO JAMES P
GUTHRO NICOLEENA M
380 CAPROCK DR
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HALLIDAY STEVAN W
DALLAGO REGINA A
395 MIRADA CT
GRAND JUNCTION CO 81507

HAMON STANLEY A
HAMON PAMELA H
434 RUST CT
GRAND JUNCTION CO 81507

HARAWAY JAMES A
MARTHA C HARAWAY
377 CAPROCK DR
GRAND JUNCTION CO 81507

HARMELING MICHAEL B
HARMELING CASSIE C
103 N EASTER HILL DR
GRAND JUNCTION CO 81507

HARRIS DANIEL L
HARRIS JENNIFER C
396 CAPROCK CT
GRAND JUNCTION CO 81507

HARRIS JUSTIN D
2225 TUSCANY AVE
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HARSHA MARK
HARSHA DANEEN M
376 CAPROCK DR
GRAND JUNCTION CO 81507

HARTSFIELD ELLEN ATHENA
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DURANGO CO 81301

HASTY TINA
HASTY SHAWN
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HAUER KYLA ANN
470 23 RD
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HECKEL TIMOTHY L
HECKEL CLAUDIA L
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HEMSTAD ERIK A
393 MIRADA CT
GRAND JUNCTION CO 81507

HERBERT & LAURIE AM HOLZBAUER
LIV TRST DTD AUG 29 2017
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HERRERA JUAN ESPINOZA
ESPINOZA LILY
2299 BROADWAY
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HILL KIM
2276 HOLY CROSS CT
GRAND JUNCTION CO 81507

HOAGLUND ROGER M
HOAGLUND DELORES J
2239 S BROADWAY
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HOFFMAN MICHAEL R
GOAD DOLORES S
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HOLTZ PETER G
3204 RAYBURN ST
LAS VEGAS NM 87701

HOOPER DANIEL JR
HOOPER CARRIE
2269 HOLY CROSS WAY
GRAND JUNCTION CO 81507

HOSKIN GREGORY K
HOSKIN DOROTHY D
411 RIO VISTA RD
GRAND JUNCTION CO 81507

HOUK RICHARD D
HOUK THERESE L
398 CAPROCK CT
GRAND JUNCTION CO 81507

HOWARD CRAIG A
HOWARD LAURA A
2292 S ARRIBA CIR
GRAND JUNCTION CO 81507

HOWARD JOHN V JR
HOWARD VALERIE MARIE
360 CAPROCK DR
GRAND JUNCTION CO 81507

HUSCH STEVEN C
HUSCH NATALIE A
2284 HOLY CROSS CT
GRAND JUNCTION CO 81507

HYATT FAMILY TRUST DATED
09/21/2004
2262 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

HYDE DUSTIN
2296 BROADWAY
GRAND JUNCTION CO 81507

JANE CLEVINGER FAMILY TRUST
2536 RIMROCK DR #319
GRAND JUNCTION CO 81505

JEFFREY A SMITH & SUE A MITCHELL-SMITH REV TRST APR 19 2017 RESTATEMENT
2217 RENAISSANCE BLVD
GRAND JUNCTION CO 81507

JIMTOWN ENTERPRISES LLC
2500 BROADWAY UNIT B PMB 235
GRAND JUNCTION CO 81507

JLC MAGNUS LLC
2125 BUTTERFIELD DR #225
TROY MI 48084

JOHNSON EMERY C
JOHNSON DARLENE
2325 1/2 S BROADWAY
GRAND JUNCTION CO 81507

JOHNSON FAMILY TRUST DATED OCT 29 2018
4006 CAMINITO TERVISO
SAN DIEGO CA 92122

JOHNSON KYLE R
JOHNSON TRICIA L F
437 RENAISSANCE CT
GRAND JUNCTION CO 81507

JORGENSEN GARY JOHN
JORGENSEN COLLEEN KAY
385 CAPROCK DR
GRAND JUNCTION CO 81507

JOY AMY
434 MEADOWS WAY
GRAND JUNCTION CO 81507

KEMPA RICHARD P
STRINGHAM FERN M
2309 BROADWAY
GRAND JUNCTION CO 81507

KENAGY RICHARD T
KENAGY ALLYSON R
2288 S BROADWAY
GRAND JUNCTION CO 81507

KENDALL DONALD E
KENDALL JULIE D
360 TEEGAN CT
GRAND JUNCTION CO 81507

KERSHAW GARY J
KERSHAW LAURIE K
1205 W 11TH CT
BROOMFIELD CO 80020

KILLE NANCY L
KILLE RANDALL GENE
433 RUST CT
GRAND JUNCTION CO 81507

KINNICK RAYMOND THOMAS JR
206 EASTER HILL DR
GRAND JUNCTION CO 81507

KINSEY FAMILY TRUST DATED APR 6 2016
356 TEEGAN CT
GRAND JUNCTION CO 81507

KINTZ DANIEL C
KINTZ KIMBERLY M
436 MONTERO ST
GRAND JUNCTION CO 81507

KLINETOBE DONALD
KLINETOBE LEANN
447 ATHENS WAY
GRAND JUNCTION CO 81507

KOLLAR STEVEN W
THON-KOLLAR LISA ANN
433 RENAISSANCE CT
GRAND JUNCTION CO 81507

LAIBLE JASON
436 ATHENS WAY
GRAND JUNCTION CO 81507

LAPLANTE JOHN B
LAPLANTE LAURIE L
404 MONTERO ST
GRAND JUNCTION CO 81507

LECRONE SCOTT W
LECRONE CAROL L
2327 S BROADWAY
GRAND JUNCTION CO 81507

LEONARD DARIN J
367 TEEGAN CT
GRAND JUNCTION CO 81507

LESJAK TEGAN J
LESJAK KELLEY M
2297 BROADWAY
GRAND JUNCTION CO 81507

LEWTON JAMES B
LEWTON SHANNON M
106 EASTER HILL CT
GRAND JUNCTION CO 81507

LIBERTY BAPTIST CHURCH
450 S CAMP RD
GRAND JUNCTION CO 81507

LIKOVICH STEVEN
LIKOVICH SUSAN J
445 RENAISSANCE CT
GRAND JUNCTION CO 81507

LITTEN GREGORY
LITTEN BRIDGET
2288 HOLY CROSS CT
GRAND JUNCTION CO 81507

LOPEZ CHRISTINA
LOPEZ RENNATO
2271 HOLY CROSS WAY
GRAND JUNCTION CO 81507

LOWER VALLEY HOSPITAL ASSOCIATION
300 W OTTLEY AVE
FRUITA CO 81521

LUCERO CATHERINE S
SCHULTZ DEZJAX GRANTEE
BENEFICIARY
437 ATHENS WAY
GRAND JUNCTION CO 81507

MAEZ SHIELA
MAEZ THOMAS, SIMPLEMAN JOYCE D,
SIMPLEMAN ROBERT J
2231 MOWRY DR
GRAND JUNCTION CO 81507

MANAHAN LYNN R
399 MIRADA CT
GRAND JUNCTION CO 81507

MANN KRISTIN
2243 S BROADWAY
GRAND JUNCTION CO 81507

MANZANAREZ MONICA J
MANZANAREZ JOSEPH A
2214 TUSCANY AVE
GRAND JUNCTION CO 81507

MARCHAL BERTRAND
MARCHAL LAURA
PO BOX 2347
TELLURIDE CO 81435

MARILYN KAY SCHIVELEY FAMILY TRST
DTD MAR 22 2005
DOWLING-STEINBACH TRUST DATED OCT 6
2006
1067 LEDGESTONE DR
FOLSOM CA 95630

MARK THOMAS STOLTE REV TRST
DTD JUN 7 2022
2297 LONETREE
GRAND JUNCTION CO 81507

MARTINEZ JUAN
2305 BROADWAY
GRAND JUNCTION CO 81507

MATTFAM MARITAL TRUST
MATTFAM FAMILY TRUST
2525 DOTTIE LN UNIT B
GRAND JUNCTION CO 81506

MATTHEW KENT & JOANNA MARIE
DIERS LIVING TRUST
537 36 3/4 RD
PALISADE CO 81526

MATTHEWS LARRY I
COLLIER VANESSA L
8919 RUM RUNNER PL
BRADENTON FL 34212

MAVES CONSTRUCTION INC
2524 W PINYON AVE STE A
GRAND JUNCTION CO 81505

MBJ FAMILY LLC
2347 S RIM DR
GRAND JUNCTION CO 81507

MCILNAY DAVID
MCILNAY LORNA
438 ATHENS WAY
GRAND JUNCTION CO 81507

MCKISSEN JANET L
MCKISSEN JERRY L
217 EASTER HILL DR
GRAND JUNCTION CO 81507

MCLEMORE ERIN E
411 MIRADA CT
GRAND JUNCTION CO 81507

MEADOWLARK ON BROADWAY LLC
424 E MAYFIELD DR
GRAND JUNCTION CO 81507

MESTAS LANCE A
CADAVAL MARGIE B
445 S CAMP RD
GRAND JUNCTION CO 81507

MINNICK TYLER J
MINNICK ANDREA P
359 TEEGAN CT
GRAND JUNCTION CO 81507

MITCHELL ROBIN R
2295 LONETREE
GRAND JUNCTION CO 81507

MJCL3 LLC
451 S CAMP RD
GRAND JUNCTION CO 81507

MONROE STUART R
MONROE LOIS R
1102 GOLDENROD CIR
BROOMFIELD CO 80020

MONTALBANO TONY
MONTALBANO HEATHER MARIE
2536 RIMROCK AVE STE 400-344
GRAND JUNCTION CO 81505

MONUMENT BAPTIST CHURCH
PO BOX 1327
GRAND JUNCTION CO 81502

MORGAN DIANA L
MORGAN RICKY E
198 EASTER HILL DR
GRAND JUNCTION CO 81507

MUSEUM OF WESTERN COLORADO
PO BOX 20000-5020
GRAND JUNCTION CO 81502

NEELY JAMES M
WHITEFIELD-NEELY SUSAN K
435 ATHENS WAY
GRAND JUNCTION CO 81507

NESTE MICHAEL
WOODMORE KIRRILY
726 MALACHI ST
GRAND JUNCTION CO 81507

NEWITT MARK D
NEWITT TAMEE J
2291 BROADWAY
GRAND JUNCTION CO 81507

NEWMAN SHARRON L
ALLEN LOGAN
391 MIRADA CT
GRAND JUNCTION CO 81507

NORRIS PATRICK
MANDERSCHEID ANGELA
444 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

NOVAK MARY S
NOVAK ANGELA M
443 ATHENS WAY
GRAND JUNCTION CO 81507

NUTTALL MICHAEL J
NUTTALL MARY JO
2327 1/2 S BROADWAY
GRAND JUNCTION CO 81507

OCONNOR WILLIAM J
OCONNOR SUSAN A
438 RUST CT
GRAND JUNCTION CO 81507

ODONNELL FAMILY TRUST
379 CAPROCK DR
GRAND JUNCTION CO 81507

ONECOLORADO LTD
300 MAIN ST STE 302
GRAND JUNCTION CO 81501

O'NEIL BEVERLY C
214 EASTER HILL DR
GRAND JUNCTION CO 81507

OTT SARAH L
THOMPSON DENISE M
204 EASTER HILL DR
GRAND JUNCTION CO 81507

PARSONS GREG T
2219 TUSCANY AVE
GRAND JUNCTION CO 81507

PAUL ERIC
PAUL LAURA E
447 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

PEARSON JOSHUA D
2298 BROADWAY
GRAND JUNCTION CO 81507

PETERMAN NOAH J
439 RUST CT
GRAND JUNCTION CO 81507

PETERSON ALICE L
PETERSON BRIAN
1503 W COLLEGE DR
CHEYENNE WY 82007

PIATANESI JOHN W
PIATANESI DAWN M
374 CAPROCK DR
GRAND JUNCTION CO 81507

PLIENESS RYAN CHARLES
PLIENESS STEPHANIE MARIE
210 EASTER HILL DR
GRAND JUNCTION CO 81507

PODOLL JOSHUA S
2228 S BROADWAY
GRAND JUNCTION CO 81507

POLLARD COURTNEY KIERSTEN
SHEMONSKI MICHAEL ANTHONY
2254 N EASTER HILL DR
GRAND JUNCTION CO 81507

POTYONDY ISTVAN
POTYONDY MARTHA M
452 ATHENS WAY
GRAND JUNCTION CO 81507

PRICE JAY A
PRICE BARBARA E; ROSSMAN JENNIFER S,
PRICE JOSEPH A & ELIZABETH G GRANTEE
BENEFICIARIES
436 RUST CT
GRAND JUNCTION CO 81507

PRUETT HOMES LLC
3313 E IMPALA AVE
MESA AZ 85204

PRUITT LORRAINE MARIE
PRUITT RONALD RALPH
2285 HOLY CROSS CT
GRAND JUNCTION CO 81507

RAMSEY GREGORY
RAMSEY DANETTE
208 EASTER HILL DR
GRAND JUNCTION CO 81507

RATTAN LINDA C
2226 S BROADWAY APT #1
GRAND JUNCTION CO 81507

REDLANDS 360 METROPOLITAN
DISTRICT NO 9
REDLANDS THREE SIXTY LLC
9540 FEDERAL DR STE 200
COLORADO SPRINGS CO 80921

REDLANDS 360/GJLC
KRISTEN ASHBECK
380 SORREL ST
GRAND JUNCTION CO 81501

REDLANDS COMMUNITY CHURCH
2327 BROADWAY
GRAND JUNCTION CO 81507

REDLANDS PENTECOSTAL CHURCH OF
GOD
COLORADO DISTRICT PENTECOSTAL
CHURCH OF GOD
100 VISTA GRANDE RD
GRAND JUNCTION CO 81507

REDLANDS WATER & POWER
COMPANY
2216 S BROADWAY
GRAND JUNCTION CO 81507

REID SCOTT E
REID ELLEN A
440 RENAISSANCE CT
GRAND JUNCTION CO 81507

RENAISSANCE 360 HOMEOWNERS ASSOCIATION
1755 TELSTAR DR STE 211
COLORADO SPRINGS CO 80920

RHEIN JASON A
RHEIN KATHY D
202 EASTER HILL DR
GRAND JUNCTION CO 81507

RILEY DAVID K
101 ALCOVE DR
GRAND JUNCTION CO 81507

RISKEY KENNETH W
RISKEY KATHLEEN C
409 MIRADA CT
GRAND JUNCTION CO 81507

RITCHIE ANDREW J
VANDERBUSH DANI J
2307 BROADWAY
GRAND JUNCTION CO 81507

ROBERT M RICKETTS & DONNA A SCHULTZ FAMILY TRUST
446 MONTERO ST
GRAND JUNCTION CO 81507

ROBERT S & KATRINIA D BRISTOL TRSTEES OF ROBERT S & KATRINA D BRISTOL REV LIV TRST DTD 2/16/2019
448 ATHENS WAY
GRAND JUNCTION CO 81507

ROBERTS MICHAEL D
2336 MERIDIAN CT
GRAND JUNCTION CO 81507

ROGAN FAMILY LIVING TRUST
ROGAN JOHN F & JUDITH L TRUSTEES
434 ATHENS WAY
GRAND JUNCTION CO 81507

ROSELYNN HUGHES LIVING TRUST
2229 REDLANDS PKWY
GRAND JUNCTION CO 81507

ROSENBERG FAMILY TRUST
365 TEEGAN CT
GRAND JUNCTION CO 81507

ROSS TERRY
439 MEADOWS WAY
GRAND JUNCTION CO 81507

SALAMUN DANIEL L
SALAMUN LADONNA F
2290 S BROADWAY
GRAND JUNCTION CO 81507

SASSO JOHN A
SASSO BONNIE J
2268 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

SAYLOR CLARENCE MICHAEL
SAYLOR JODI E
2222 RENAISSANCE BLVD
GRAND JUNCTION CO 81507

SCHEDLER SHERRY A KIM
431 RENAISSANCE CT
GRAND JUNCTION CO 81507

SCHNELL RICHARD H
SCHNELL CATHRYN E
2288 1/2 S BROADWAY
GRAND JUNCTION CO 81507

SCHWEIZER RICHARD J
SCHWEIZER VICKI A
397 S CAMP RD
GRAND JUNCTION CO 81507

SCULLY DAVID C
HARKNESS CHRISTINE R
444 RENAISSANCE CT
GRAND JUNCTION CO 81507

SEAGREN THOMAS
SEAGREN SHARI
454 ATHENS WAY
GRAND JUNCTION CO 81507

SHANNON WILLIAM M
CRICKMER ANNA M
110 COLUMBINE CT
GRAND JUNCTION CO 81507

SHAPIRO ESTHER M
CARLIN JOAN DOROTHY
435 RUST CT
GRAND JUNCTION CO 81507

SHEA JAMES K
SHEA THERESA O
438 MEADOWS WAY
GRAND JUNCTION CO 81507

SIKULE DAVID M
SIKULE JESSICA D
453 MEDITERRANEAN WAY
GRAND JUNCTION CO 81507

SIMMERMAN OTTO
SIMMERMAN MELANIE
9946 ETLING DR
MARSHALLVILLE OH 44645

SISSON WILLIAM TODD
397 MIRADA CT
GRAND JUNCTION CO 81507

SKY VIEW PROPERTIES
588 GRAND CASCADE WAY
GRAND JUNCTION CO 81501

SMITH PEGGY A
SMITH SILAN D; SMITH SHANNON D & SPALDING HEATHER S GRANTEE BENEFICIARIES
378 CAPROCK DR
GRAND JUNCTION CO 81507

SPANGLER MICHAEL A
SPANGLER NANCY J
450 ATHENS WAY
GRAND JUNCTION CO 81507

STARLIETH LLC
2879 1/2 NAVAJO WAY
GRAND JUNCTION CO 81506

STEELE MATTHEW M
STEELE HEATHER H
413 MIRADA CT
GRAND JUNCTION CO 81507

STELMACH LAWRENCE JOSEPH
STELMACH JOLENE ANN
2221 DA VINCI PL
GRAND JUNCTION CO 81507

SUMNER JOSEPH LORENZO
HAGERMAN NANCY ADAMS
2282 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

SUSCO SHANNAN
SUSCO NICHOLAS S III
354 CANYON RIM TRAIIL
GRAND JUNCTION CO 81507

SWARTZ KYLE
SWARTZ JENELLE
444 ATHENS WAY
GRAND JUNCTION CO 81507

TATE CRAIG L
TATE PAMELA A
2225 REDLANDS PKWY
GRAND JUNCTION CO 81507

TAYLOR DEAN A
2295 BROADWAY
GRAND JUNCTION CO 81507

THOMPSON DAVID A
THOMPSON MEGAN J
423 RIO VISTA RD
GRAND JUNCTION CO 81507

THOMPSON DONALD L
THOMPSON MARILYN A
443 MONTERO ST
GRAND JUNCTION CO 81507

TOMAS CELAYETA TRUST DATED JUN 15 2016
1155 20 RD
FRUITA CO 81521

TRUNZO DONALD
TRUNZO DEBORAH L
388 CAPROCK CT
GRAND JUNCTION CO 81507

TRUST AGREEMENT #1 JAN DI GIROLAMO
2282 HOLLY CROSS CT
GRAND JUNCTION CO 81507

TURNER STEVEN
TURNER KELLEY
2292 S BROADWAY
GRAND JUNCTION CO 81507

UTE WATER CONSERVANCY DISTRICT
PO BOX 460
GRAND JUNCTION CO 81502

VANDERVIEREN DAVID
442 ATHENS WAY
GRAND JUNCTION CO 81507

VANSICKLE RICHARD
PEARSON ANNE
353 CANYON RIM TRAIL
GRAND JUNCTION CO 81507

VAT LAM
2219 DA VINCI PL
GRAND JUNCTION CO 81507

VESELY KENNETH D
VESELY CONNIE J
2294 BROADWAY
GRAND JUNCTION CO 81507

WACKER MARTIN
PRUITT RIE
117 EASTER HILL DR
GRAND JUNCTION CO 81507

WALKER DONALD A
MILLER LORELEI J
408 MIRADA CT
GRAND JUNCTION CO 81507

WARNER MICHAEL S
407 MIRADA CT
GRAND JUNCTION CO 81507

WARR RYAN J
WARR LAVINIA I
2274 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

WATERS RONALD G
WATERS BRENDA; WATERS ANGIE R & CLINTON J GRANTEE BENEFICIARIES
2305 S BROADWAY
GRAND JUNCTION CO 81507

WEBB DEE ANN
WEBB MARK H
105 N EASTER HILL DR
GRAND JUNCTION CO 81507

WEBER ERIN KATHERINE
WEBER MARY
2296 S BROADWAY
GRAND JUNCTION CO 81507

WEIDA P MARK
WEIDA KATHLEEN A
392 CAPROCK CT
GRAND JUNCTION CO 81507

WELCH JOHN T
COBURN CAROL A
108 COLUMBINE CT
GRAND JUNCTION CO 81507

WHITCOMB JOHN F
WHITCOMB NUALA P, MAEZ SHIELA & THOMAS, WERTZ SHERRY L
484 22 1/4 RD
GRAND JUNCTION CO 81507

WHITESIDE GRIFFIN
WHITESIDE PATRICIA
2272 PYRAMID PEAK LP
GRAND JUNCTION CO 81507

WIBBELSMAN CHRISTOPHER JOSEPH
WIBBELSMAN CHERIE JEAN
370 CAPROCK DR
GRAND JUNCTION CO 81507

WIBBELSMAN RICHARD D
WIBBELSMAN JUDITH ANN
446 ATHENS WAY
GRAND JUNCTION CO 81507

WILBOURN MICHAEL R
WILBOURN DOROTHY W
2294 S BROADWAY
GRAND JUNCTION CO 81507

WILKEY MARTIN F
WILKEY VICKI LOUISE
2273 HOLY CROSS WAY
GRAND JUNCTION CO 81507

WILLIAM G & KAYE F BUXMAN REV
TRST DTD 12/7/96
2269 N EASTER HILL DR
GRAND JUNCTION CO 81507

WILLIAMS CHRISTOPHER S
WILLIAMS ERIN K
104 N EASTER HILL DR
GRAND JUNCTION CO 81507

WILLIAMS CLIFFORD M
WILLIAMS CYNTHIA G
358 TEEGAN CT
GRAND JUNCTION CO 81507

WILLIAMS J BRIAN
WILLIAMS AIMEE A
364 CAPROCK DR
GRAND JUNCTION CO 81507

WILLIS MICHELE MARIE
WILLIS SIMON MATT
361 TEEGAN CT
GRAND JUNCTION CO 81507

WINEGARDNER TIMOTHY O
WINEGARDNER KAREN E
504 CODY DR
GRAND JUNCTION CO 81507

WITSMAN DEBORAH LYNN
213 EASTER HILL DR
GRAND JUNCTION CO 81507

WOODROW SCOTT C
WOODROW PAMELA
436 MEADOWS WAY
GRAND JUNCTION CO 81507

WOODS HARLAN D
WOODS HANNAH R
197 EASTER HILL DR
GRAND JUNCTION CO 81507

WRIGHT MICHAEL DEREK
WRIGHT ATHENA DARLENE
2218 TUSCANY AVE
GRAND JUNCTION CO 81507

YANOWICH STEPHEN ALAN
YANOWICH TAMMIE SPEAR
215 EASTER HILL DR
GRAND JUNCTION CO 81507

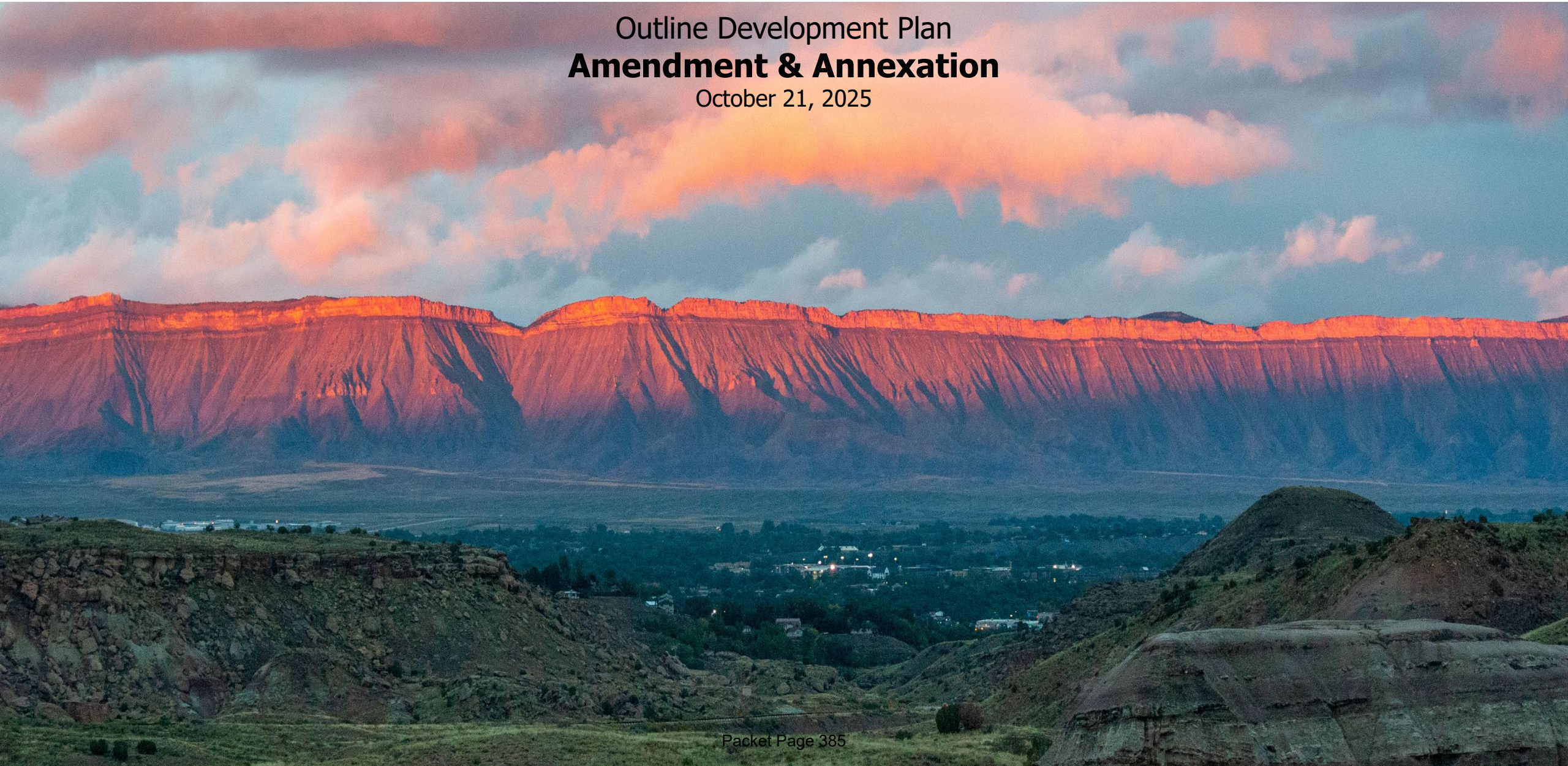
YATER RON
YATER JANE
2302 S BROADWAY
GRAND JUNCTION CO 81507

YOLANDA MITCHELL-OVIATT TRST
DTD & AMNDD ON 2/25/2021
441 S CAMP RD
GRAND JUNCTION CO 81507

YOUNG WILLIAM JOHN
101 COLUMBINE DR
GRAND JUNCTION CO 81507

YOUNGER DAVID LAWRENCE
YOUNGER TOBIAS
105 ALCOVE DR
GRAND JUNCTION CO 81507

YUNIS OMAR
STRAIGHT ALEXANDRA E
2281 CULEBRA PEAK CT
GRAND JUNCTION CO 81507

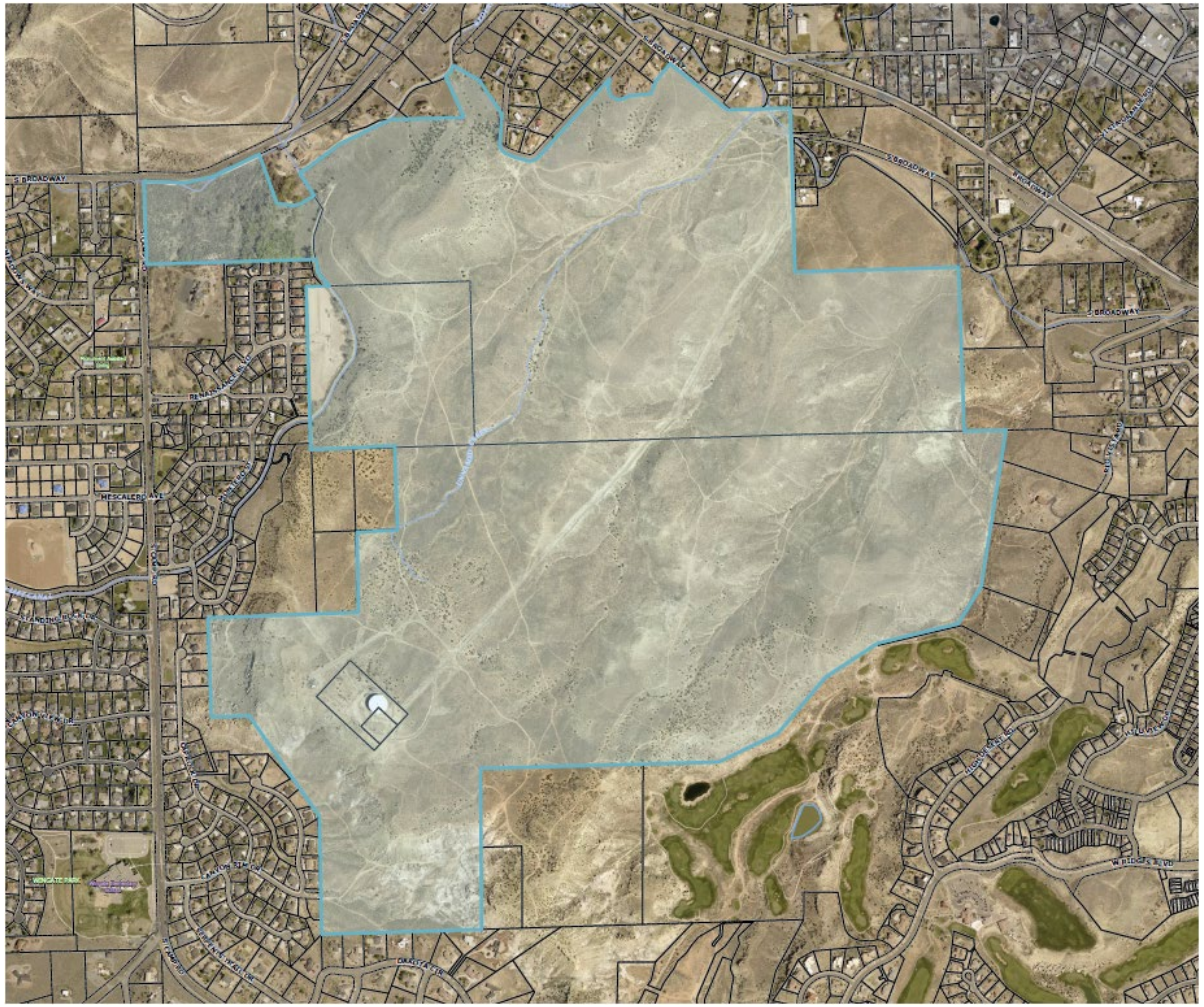


Outline Development Plan

Amendment & Annexation

October 21, 2025

Project Overview



- The property, consisting of 628.9 acres (including Renaissance 360 & Canyon Rim 360), will be developed with a spectrum of residential products and a variety of active and passive recreational opportunities.
- A range of 1,300 to 1,750 residential units are planned for the community creating an approximate gross density range of 2.16 to 2.92 dwelling units per acre.
- Six acres of commercial/mixed use property are also planned for the community.
- A minimum of 35 acres of traditional parks and 150 acres of unique parks and open space totaling 30% of the total acreage will be built and open to the public. The City code requires 10% of the land be dedicated as park/open space.

Redlands 360 Outline Development Plan (ODP)
Amendment & Annexation
Summary

- Amend the currently approved Redlands 360 ODP to incorporate +/- 29 acres of land recently acquired by Redlands Three-Sixty, LLC.
    - Two 5-acre parcels and a 19-acre parcel
- Update the ODP with these three parcels of land which will depict single family detached land use for the zoning for each parcel with a preliminary estimate of 74 lots on 29 acres.
- The ODP Development Progression Plan (phasing plan) will also be updated with what has currently been completed as well as changes to the phasing based on current development and market information for the project.
- All Redlands 360 ODP graphics that do not currently show these parcels included will need to be updated.
- An ODP Outdoor Lighting policy and graphic will be added to the ODP amendment. This policy will adopt dark sky standards for street and pedestrian lighting that will apply solely to this community and applied outside of the City's current lighting code.
- The 19-acre parcel is currently outside the City limits and will be annexed into the City as part of this process.

REDLANDS 360°

Adjacent Land Purchases

Purchases:
Ms. Bennet – 19.0 ac
Mr. Lippoth – 5.0 ac
Mr. Oberto – 5.0 ac



LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
- OPEN SPACE
- ROAD NETWORK
- TRAILS
- ACCESS POINTS

TABLE 1
DEFAULT STANDARDS

Dimensional Summary Table	Low Density Residential	Medium Density Residential	Multi Family & High Density	B-1 Commercial	Open Space CSR
City Default Zone Criteria	R-4	R-12	R-16	B-1	CSR
Lot					
Area (min. ft.)	0	0	0	0	0
Width (min. ft.)	60	30	20	0	0
Frontage (min. ft.)	20	20	20	0	0
Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
Side (min. ft.)	5	5	5	5	0
Side - abutt residential (min. ft.)	0	0	0	10	10
Rear (min. ft.)	25	10	10	0	10
Accessory Structure					
Front (min. ft.)	20	25	25	25	15
Side (min. ft.)	3	3	3	0	0
Side - abutt residential (min. ft.)	0	0	0	0	5
Rear (min. ft.)	5	5	5	0	10
Bulk / Other Dimensional					
Lot coverage (max.)	50%	75%	75%	100%	100%
Height (max. ft.)	40	40	50	50	65
Density (min. units per acre)	0	2	5.5	0	0
Density (max. units per acre)	4	12	16	16	0
Cluster allowed	No	No	No		

TABLE 2

LAND USE	AREA	MINIMUM DENSITY	MAXIMUM DENSITY
LOW DENSITY RESIDENTIAL	MIN 60 ACRES	60 UNITS	240 UNITS
MEDIUM DENSITY RESIDENTIAL	MIN 298 ACRES	596 UNITS	3576 UNITS
MULTI FAMILY/HIGH DENSITY	MAX 32 ACRES	384 UNITS	512 UNITS
COMMERCIAL / MIXED USE	UP TO 6 ACRES	0 UNITS	100 UNITS
OPEN SPACE/CSR	NO LESS THAN 195 ACRES	-----	-----
PLANNED DEVELOPMENT RANGE		1300 UNITS	1750 UNITS

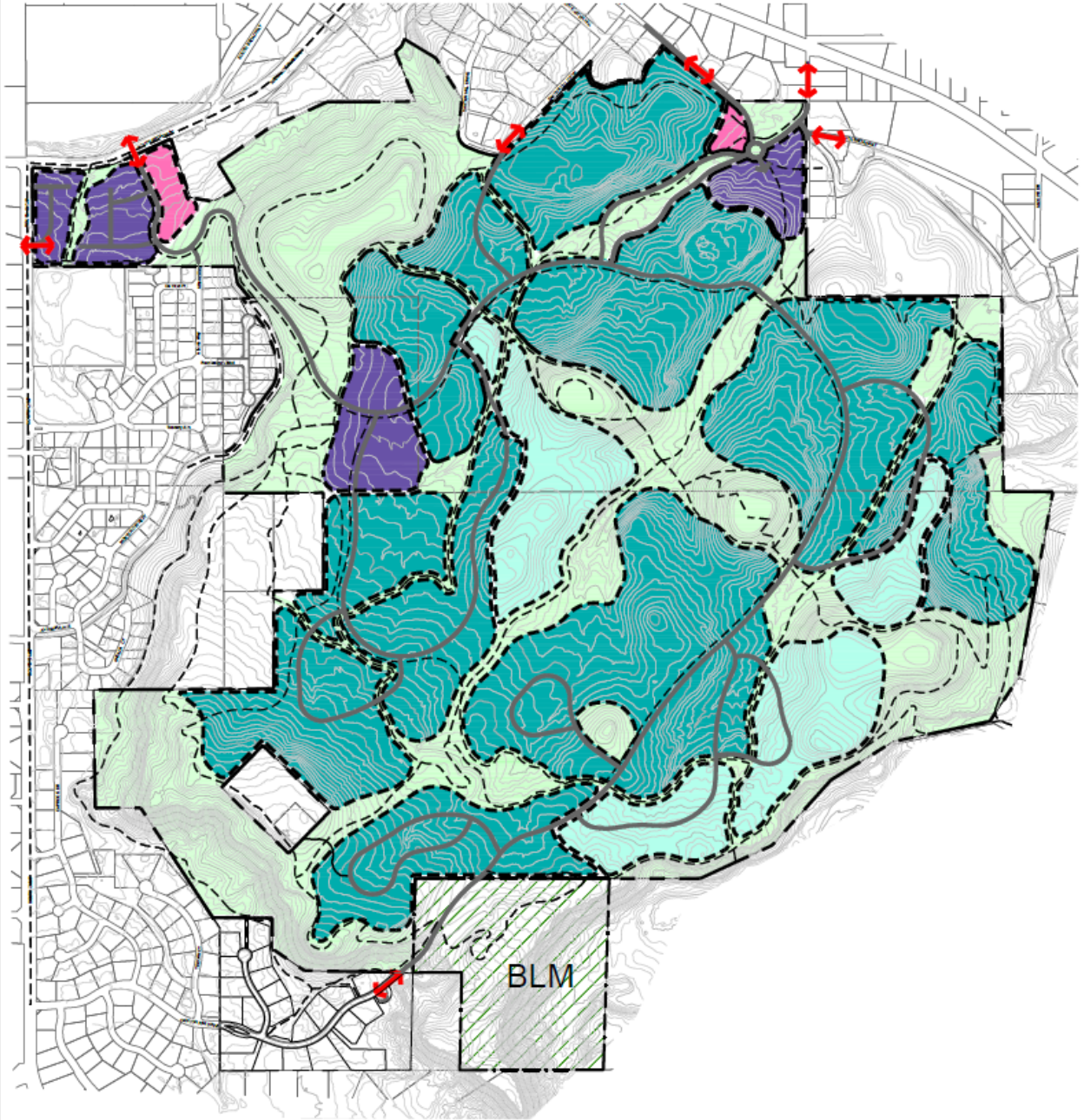
Redlands 360 Outline Development Plan
Exhibit 3: Land Use and Default Zones

0 800 1600 2400

NORTH

LA PLATA COMMUNITIES

CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND LANDSCAPE ARCHITECTURE
222 N. 7TH STREET GRAND JUNCTION, CO 81501 www.ciavonne.com
970-241-0745 (P) 970-241-0765 (FX)



LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
- OPEN SPACE
- ROAD NETWORK
- TRAILS
- ACCESS POINTS

TABLE 1
DEFAULT STANDARDS

Dimensional Summary Table	Low Density Residential	Medium Density Residential	Multi Family & High Density	Commercial	Open Space
City Default Zone Criteria	R-4	R-12	R-16	B-1	CSR
Lot					
Area (min. ft.)	0	0	0	0	0
Width (min. ft.)	60	30	20	0	0
Frontage (min. ft.)	20	20	20	0	0
Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
Side (min. ft.)	5	5	5	5	0
Side - abutt residential (min. ft.)	0	0	0	10	10
Rear (min. ft.)	25	10	10	0	10
Accessory Structure					
Front (min. ft.)	20	25	25	25	15
Side (min. ft.)	3	3	3	0	0
Side - abutt residential (min. ft.)	0	0	0	0	5
Rear (min. ft.)	5	5	5	0	10
Bulk / Other Dimensional					
Lot coverage (max.)	50%	75%	75%	100%	100%
Height (max. ft.)	40	40	50	50	65
Density (min. units per acre)	0	2	5.5	0	0
Density (max. units per acre)	4	12	16	18	0
Cluster allowed	No	No	No		

TABLE 2

LAND USE	AREA	MINIMUM DENSITY	MAXIMUM DENSITY
LOW DENSITY RESIDENTIAL	MIN 60 ACRES	60 UNITS	240 UNITS
MEDIUM DENSITY RESIDENTIAL	MIN 298 ACRES	596 UNITS	3576 UNITS
MULTI FAMILY/HIGH DENSITY	MAX 32 ACRES	384 UNITS	512 UNITS
COMMERCIAL / MIXED USE	UP TO 6 ACRES	0 UNITS	100 UNITS
OPEN SPACE/CSR	NO LESS THAN 185 ACRES	-----	-----
PLANNED DEVELOPMENT RANGE		1300 UNITS	1750 UNITS

Redlands 360 Outline Development Plan

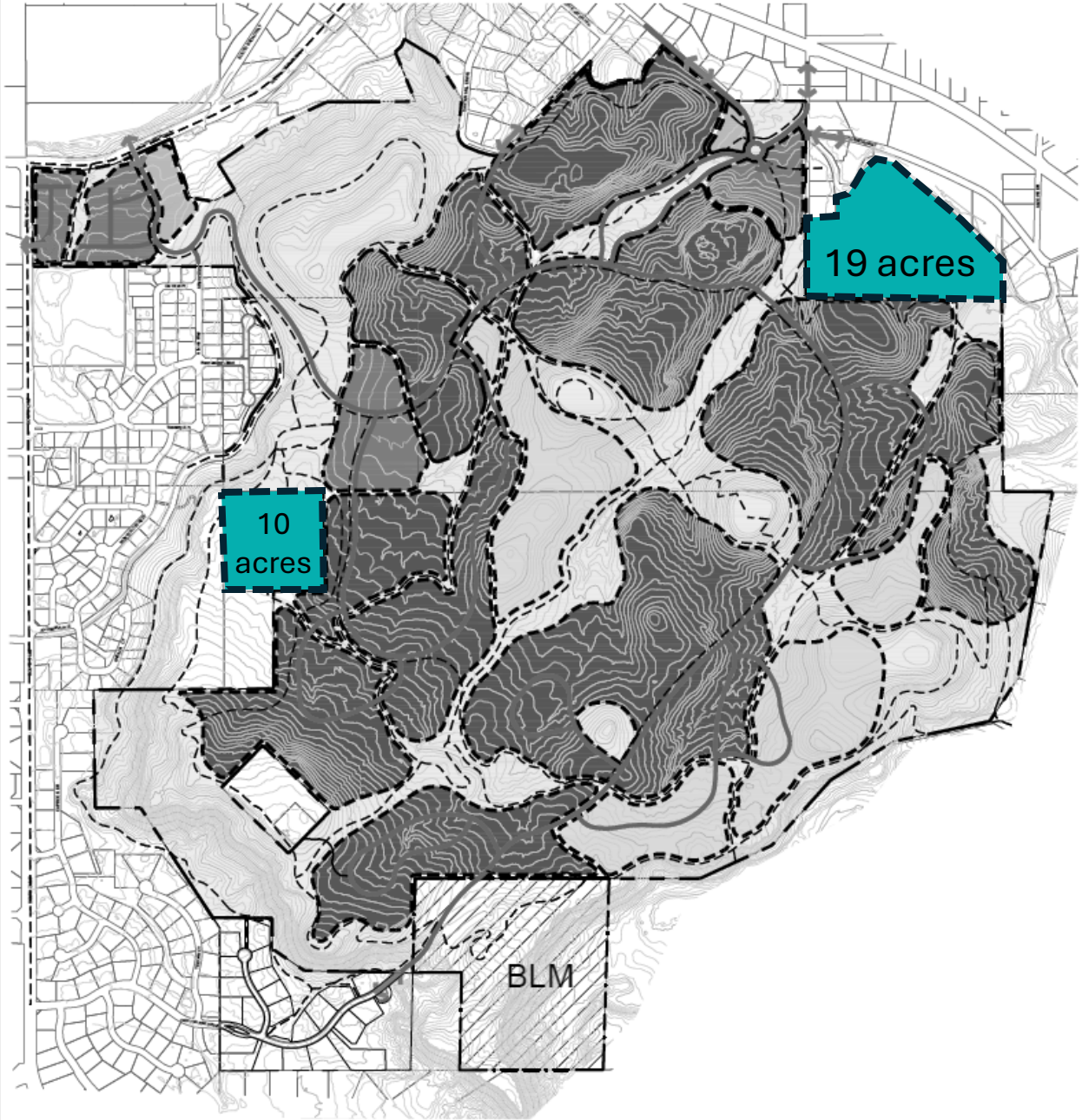
Exhibit 3: Land Use and Default Zones

0 800 1600 2400

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Setback					
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Redlands 360 Outline Development Plan

Exhibit 3: Land Use and Default Zones

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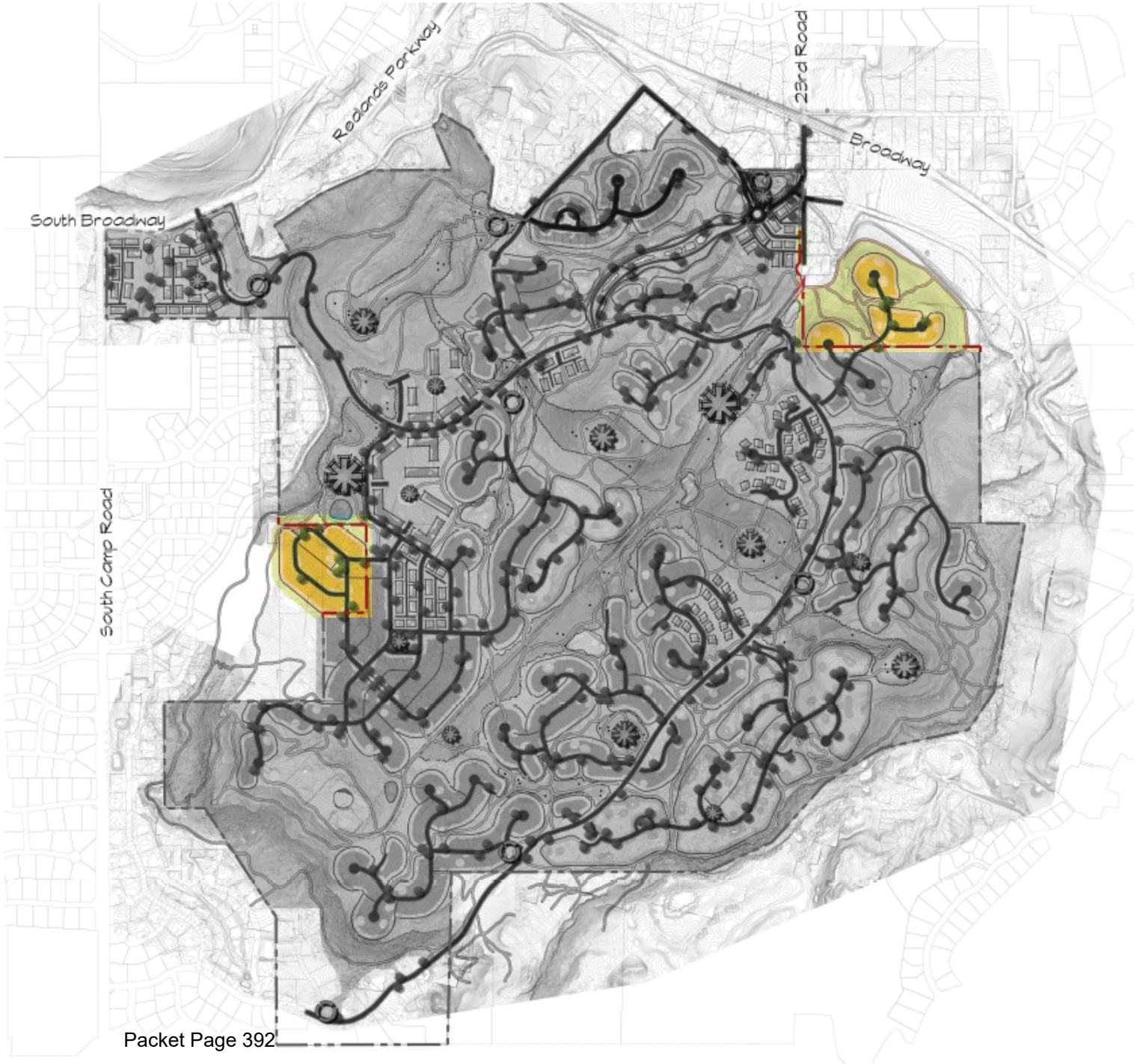
Site Plan Legend

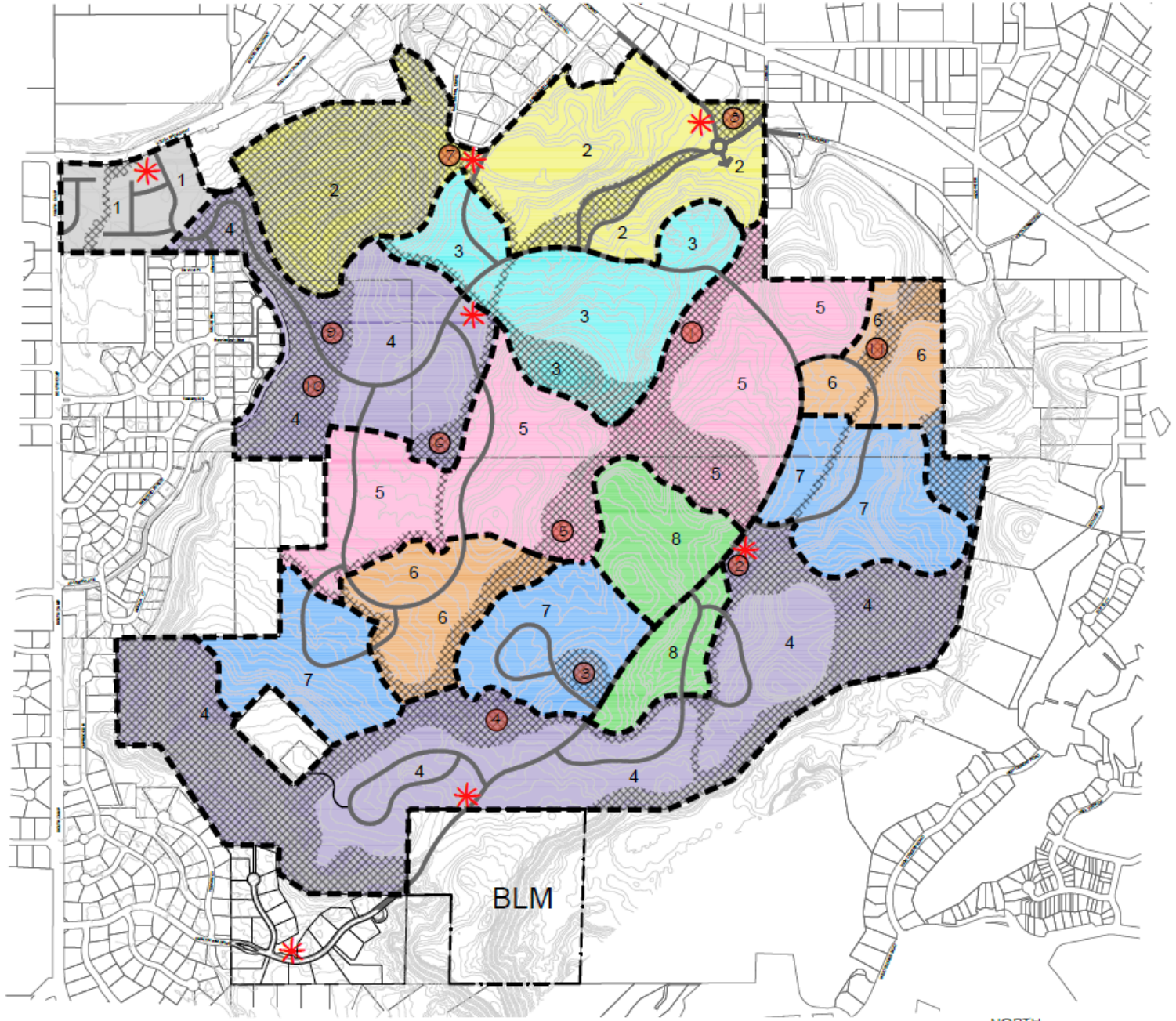
- Commercial
- Multi-family
- Townhome
- Duplex
- Single-family Detached Lot
- Custom Home Lot
- Park Amenity
- Detention Pond
- Irrigation Pond
- Trailhead
- Park Space
- Trails



Site Plan Legend

- Commercial
- Multi-family
- Townhome
- Duplex
- Single-family Detached Lot
- Custom Home Lot
- Park Amenity
- Detention Pond
- Irrigation Pond
- Trailhead
- Park Space
- Trails





DEVELOPMENT PROGRESSION SCHEDULE

- 1 - TARGETED START 2022
- 2 - TARGETED START 2025
- 3 - TARGETED START 2028
- 4 - TARGETED START 2031
- 5 - TARGETED START 2034
- 6 - TARGETED START 2037
- 7 - TARGETED START 2040
- 8 - TARGETED START 2043
- OPEN SPACE; SEE EXHIBIT 2
- TRADITIONAL PARK; SEE EXHIBIT 2
- TRAILHEAD - SEE EXHIBIT 2

CITY COUNCIL REPORT SCHEDULE

PHASE #	ESTIMATED DATE OF COMMENCEMENT	
PHASE 1	2022	
PHASES 2-7	UPDATE MEETINGS WITH CITY COUNCIL	2027 2032 2037 2042
PHASE 8	2043	

Disclaimer: This Progression Plan is conceptual in nature and is our best estimate at this point as to how the master plan will be developed into the future. Factors such as market trends, product mix, etc., will dictate future decisions on how the community will be developed with future phases.

Redlands 360 Outline Development Plan

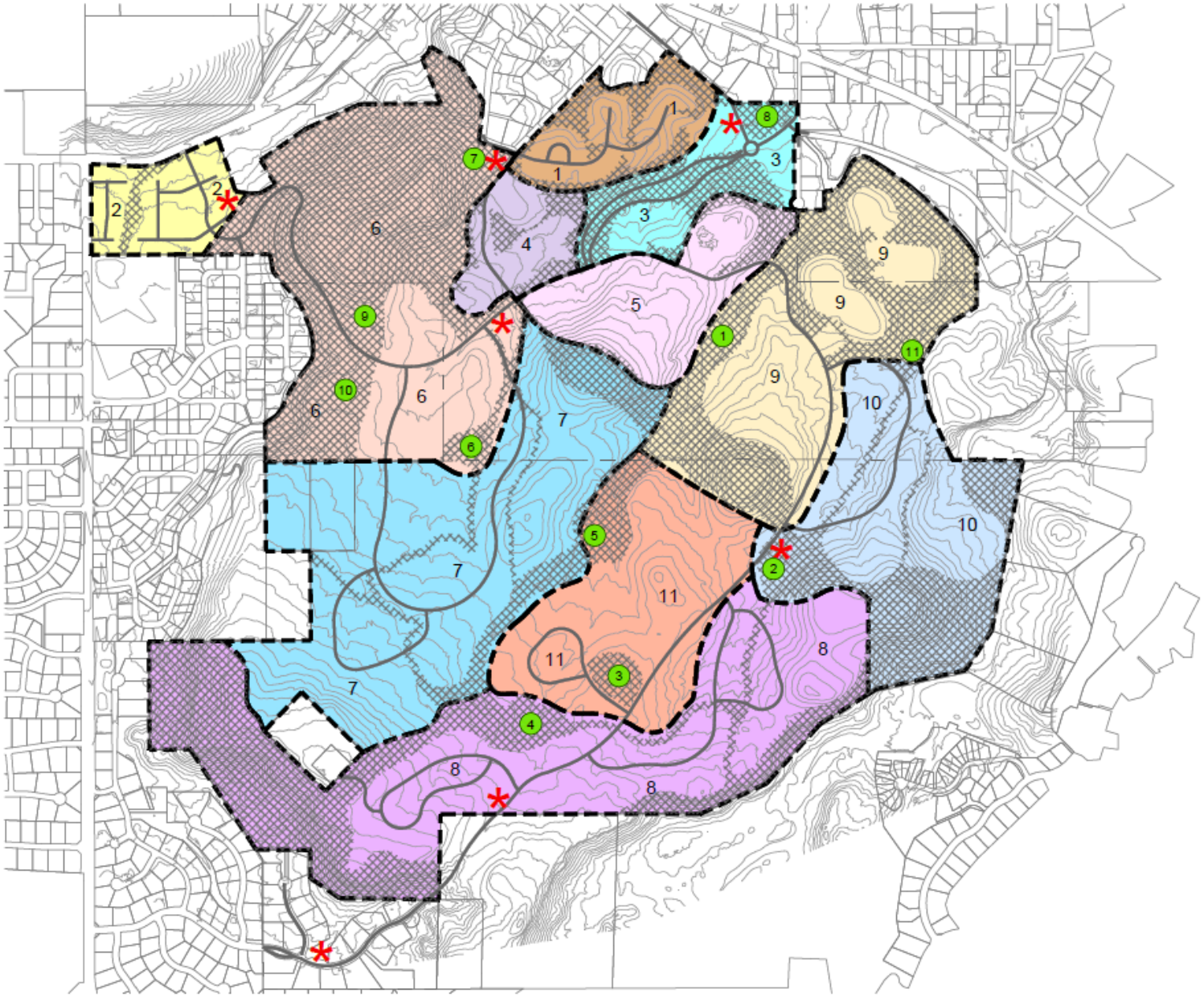
Exhibit 5: Development Progression Plan

0 600 1600 2400

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DEVELOPMENT PROGRESSION SCHEDULE

- 1 - COMPLETE
- 2 - TARGETED START 2025
- 3 - TARGETED START 2025
- 4 - TARGETED START 2026
- 5 - TARGETED START 2026
- 6 - TARGETED START 2029
- 7 - TARGETED START 2032
- 8 - TARGETED START 2032
- 9- TARGETED START 2034
- 10 - TARGETED START 2037
- 11 - TARGETED START 2040
- OPEN SPACE; SEE EXHIBIT 2
- TRADITIONAL PARK; SEE EXHIBIT 2
- TRAILHEAD, SEE EXHIBIT 2

CITY COUNCIL REPORT SCHEDULE

PHASE #	ESTIMATED DATE OF COMMENCEMENT
PHASES 2-7	UPDATE MEETINGS 2027 WITH CITY COUNCIL 2032
PHASES 8-11	2037 2042

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-800 0 400 800 1600

(IN FEET)

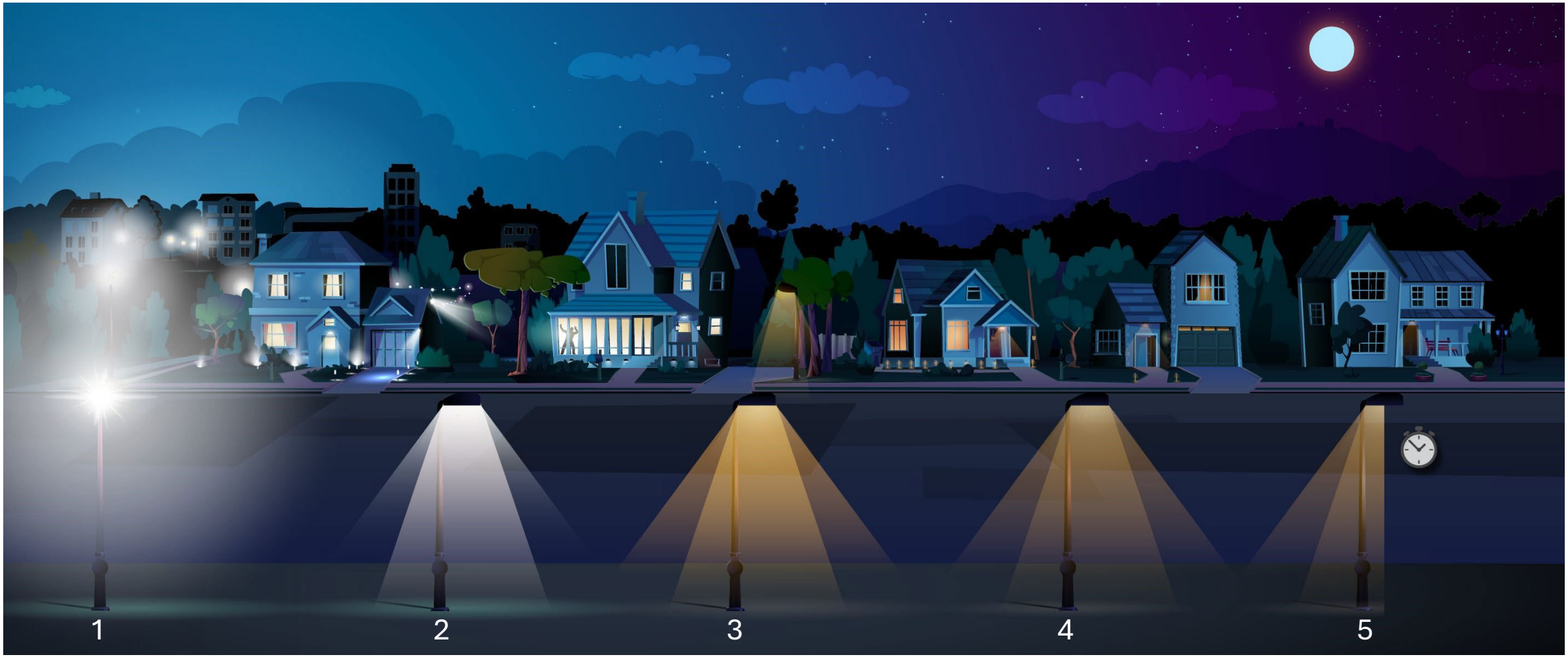
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GreenBox STUDIO

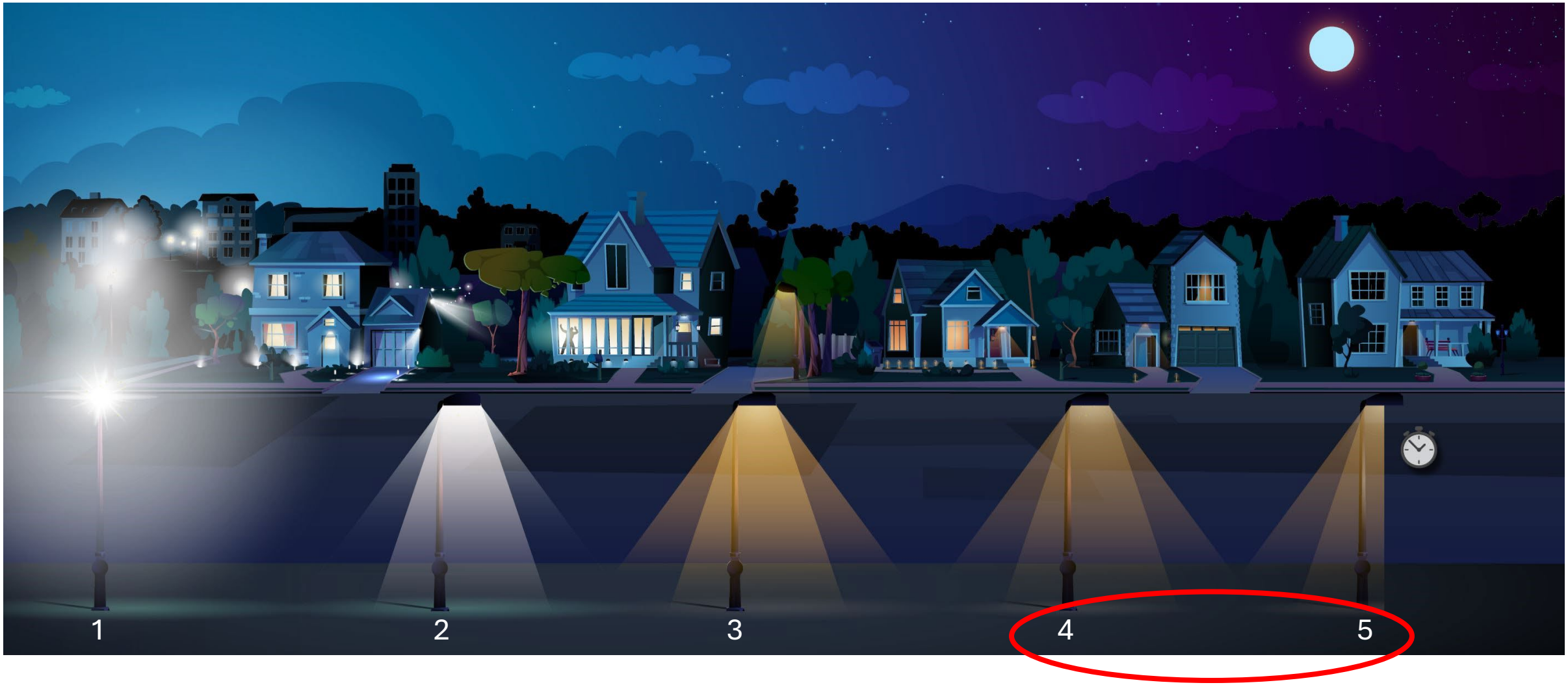
Redlands 360 Outline Development Plan

Exhibit 5: Development Progression Plan

Outdoor Lighting Policy



Outdoor Lighting Policy



Outdoor Lighting Policy

Street Lighting



Pedestrian Lighting



REDLANDS 360°

ONE LAPLATA



Thank you
Questions?

GRAND JUNCTION PLANNING COMMISSION
July 14, 2026, 5:30 PM
MINUTES

The meeting of the Planning Commission was called to order at 5:30 p.m. by Commissioner Robert Quintero.

Those present were Planning Commissioners; Ian Thomas, Gregg Palmer, Ian Moore, Sandra Weckerly (virtually), Keith Ehlers, and Caleb Abeloe.

Also present were Jamie Beard (Assistant City Attorney), Thomas Lloyd (Planning Manager), Tim Lehrbach (Zoning Supervisor), Daniella Acosta Stine (Principal Planner), and Madeline Robinson (Planning Technician).

There were 5 members of the public in attendance, and 0 virtually.

CONSENT AGENDA

1. **Approval of Minutes**
   Minutes of Previous Meeting(s) from June 23, 2026.

   Commissioner Palmer moved to approve the Consent Agenda.

   Commissioner Moore seconded; motion passed 7-0.

REGULAR AGENDA

1. **Redlands 360 Amended ODP Plan** **PLD-2025-714**
   Consider a request by Grand Junction Land Company, LLC (Owner of Part), Redlands Three Sixty, LLC (Owner of Part), and La Plata Communities, LLC (Applicant) to amend the Redlands 360 Planned Development Outline Development Plan (ODP), incorporate approximately 29.08 acres into the ODP, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, and establish Planned Development (PD) Zoning for newly added lands, resulting in a total ODP area of approximately 629.08 acres, and amend the ODP to modify certain bulk and lighting standards for property located South of the Redlands Parkway and Highway 340 Intersection

   Staff Presentation
   Daniella Acosta Stine, Principal Planner, introduced exhibits into the record and provided a presentation regarding the request.

   Questions for Staff
   Commissioner Moore asked for clarification that the only public comment received on this project was from the neighborhood meeting minutes.

DRAFT

Applicant Jane Quimby made a presentation about the Redlands 360 project.

Commissioner Moore asked the applicant Jane Quimby about the number of trails that would remain as they are now and not be developed or altered. Also asked if the reasoning for the amended ODP is due to the additional properties that were acquired.

Commissioner Palmer asked staff for clarification about the number of build outs for the project.

Public Hearing
The public comment period was opened at 5:00 p.m. on Tuesday, July 7, 2026, via www.gjcity.org.

There were no public comments.

The public hearing was closed at 6:03 p.m. on July 14, 2026.

Discussion
There was no discussion among the commissioners.

Motion and Vote
Commissioner Palmer made the following motion "Chair, on the amendment on the Planned Development Outline Development Plan for the Redlands 360 development that will incorporate approximately 29.08 acres, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, resulting in a total ODP area of approximately 629.08 acres; establish PD zoning for the newly added lands, including Parcel No. 2945-172-00-183, which was recently annexed without a City zoning designation, and rezone Parcel Nos. 2945-183-00-005 and 2945-183-00-006 from RSF-4 to PD; and amend the ODP to modify certain bulk and lighting standards for property located south of the Redlands Parkway and Highway 340 intersection, City File Number PLD-2025-714, I move that the Planning Commission forward a recommendation of approval to the City Council with the findings of fact listed in the staff report."

Commissioner Moore seconded; Motion passed 7-0.

2. Zoning Code Amendment – Significant Trees ZCA-2026-51
Consider a request by the Housing Affordability Code Task Force to amend Section 21.07.040 and § 21.09.060(a)(1) of the Zoning and Development Code (Title 21 of the Grand Junction Municipal Code) regarding Preservation of Significant Trees

Staff Presentation
Tim Lehrbach, Zoning Supervisor, introduced exhibits into the record and provided a presentation regarding the request.

Questions for Staff
Commissioner Moore asked staff about their feelings towards the previous code and tree preservation, and Grand Junction's tree canopy loss.

DRAFT

Commissioner Quintero asked about the length of process to have a parcel evaluated.

Commissioner Thomas asked about the number of projects that have been evaluated using the present Significant Tree Code.

Commissioner Ehlers asked staff about options to incentivize preservation of trees, and a non-punitive option for developers. He also asked about data referencing the loss of tree canopy and the tree canopy that has been created by developers.

Commissioner Weckerly asked staff about data, for instances that occurred when trees were removed before development to circumvent current Significant Tree Code.

Commissioner Moore followed up with questions about penalty to developers eliminating trees on a property before even applying with the city.

Co-Chair of HACTF, Kevin Bray, made a presentation to Planning Commission.

Commissioner Thomas asked applicant Kevin Bray about consideration proposing an alternative than removing regulation in its entirety. Thomas followed up with the likelihood of leaving current code as is while density regulations are being met with development.

Commissioner Moore asked about developer's feelings before the code was updated.

Commissioner Abeloe asked for a list of cost to developers when they submit an application under current code for significant tree portion and tree survey, and if there is any loss of land.

Staff addressed the HACTF members' concerns and where the city stands with the code.

Commissioner Weckerly asked if cottonwoods were considered a significant tree and made comments about their high-water need.

Commissioner Ehlers made comments about research being conducted by universities about the water consumption of older trees and with the current drought the need to keep trees is conflicting and bad code.

Commissioner Abeloe asked for clarification about cost of development and what the additional cost of the arborist and preserving trees are, and if any measures were taken for incentives.

Commissioner Weckerly asked if current code disincentivizes green field development and infill.

Applicant Kevin Bray wanted to rebuttal that staff should not have a monopoly on assessing trees and that staff is unwilling to say code is not effective.

DRAFT

Public Hearing

The public comment period was opened at 5:00 p.m. on Tuesday, July 7, 2026, via www.gjcity.org.

HACTF member, Ron Abeloe, made comment that the urban canopy was growing in the valley under private development.

HACTF member, Mike Foster, made comments about decision making with trees and when to cut them down.

The public hearing was closed at 7:18 p.m. on July 14, 2026.

Discussion

Commissioner Moore made statement that a lot of work has gone into making this current code and there needs to be more presented.

Commissioner Ehlers made comment that current code is a bad code and it does meet criteria to be changed, and this all seems to be a government overreach.

Commissioner Weckerly made comment that the city forester made a presentation to planning commission in workshop.

Commissioner Abeloe says he looks at cost analysis when he develops properties and members of the HACTF also have that same experience and they know of options to make housing more affordable.

Commissioner Thomas made comment that he is not seeing the burden with the current code and HACTF didn't present any hard data to support their position.

Commissioner Palmer made comment that no real numbers were presented and the amount of savings that would be incurred with code being changed.

Motion and Vote

Commissioner Abeloe made the following motion "Chair, on the request to amend Title 21 Zoning and Development Code of the Grand Junction Municipal Code, City file number ZCA-2026-51, I move that the Planning Commission forward a recommendation of approval to City Council with the finding of fact as provided by the Housing Affordable Task Force."

Commissioner Ehlers seconded; Motion passed 5-2.

OTHER BUSINESS

The item on the June 23rd hearing pertaining to a zoning code amendment for shared driveways was postponed for tonight's hearing. This item is still being worked on and will be readvertised when it is ready to be heard at an upcoming hearing.

DRAFT

ADJOURNMENT

Commissioner Ehlers made a motion to adjourn the meeting.
The vote to adjourn was 7-0.

The meeting adjourned at 8:15 p.m.

DRAFT

CITY OF GRAND JUNCTION

ORDINANCE NO. XXXX

AN ORDINANCE AMEND THE REDLANDS 360 PLANNED DEVELOPMENT OUTLINE DEVELOPMENT PLAN (ODP), INCORPORATE APPROXIMATELY 29.08 ACRES INTO THE ODP, INCLUDING PARCEL NOS. 2945-172-00-183, 2945-183-00-005, AND 2945-183-00-006, AND ESTABLISH PLANNED DEVELOPMENT (PD) ZONING FOR NEWLY ADDED LANDS, RESULTING IN A TOTAL ODP AREA OF APPROXIMATELY 629.08 ACRES, AND AMEND THE ODP TO MODIFY CERTAIN BULK AND LIGHTING STANDARDS FOR PROPERTY LOCATED SOUTH OF THE REDLANDS PARKWAY AND HIGHWAY 340 INTERSECTION

Recitals:

Grand Junction Land Company LLC (GJLC) and Redlands Three Sixty LLC (360) (collectively, "Owners"), in conjunction with La Plata Communities LLC ("Applicant"), request approval of an amendment to the Redlands 360 Planned Development (PD) Outline Development Plan (ODP), originally approved by the City Council in 2022, for approximately 629.08 acres of land generally located south of the Redlands Parkway and Highway 340 intersection, east of South Camp Road, west of the Ridges development, and north of public lands in the City of Grand Junction.

The proposed amendment would incorporate approximately 29.08 acres into the existing PD, including Parcel Nos. 2945-172-00-183, 2945-183-00-005, and 2945-183-00-006, increasing the total PD area from approximately 600 acres to approximately 629.08 acres. The amendment also establishes Planned Development zoning for the newly incorporated properties, including recently annexed lands, and amends certain bulk development standards and outdoor and site lighting standards while maintaining the overall development vision, land use framework, and planning objectives established by the approved ODP.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Planning Commission conducted a public hearing and, at the conclusion thereof, recommended approval of the proposed amendment to the Planned Development Outline Development Plan, finding that the amendment conforms with the 2020 One Grand Junction Comprehensive Plan, the Comprehensive Plan amendment criteria, the rezoning criteria, and the Planned Development Outline Development Plan criteria of the Code.

After public notice and public hearing, the Grand Junction City Council finds, for the reasons stated in the record, that the proposed amendment to the Redlands 360 Planned Development Outline Development Plan conforms with the applicable One Grand Junction

Comprehensive Plan, the rezoning criteria, and the Planned Development Outline Development Plan criteria of the Code, and that approval of the amendment will continue to provide the coordinated planning, public benefits, and development framework established through the original Planned Development approval.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE RECORD OF THE ACTION OF THE PLANNING COMMISSION AND THE CITY COUNCIL, THE REDLANDS 360 PLANNED DEVELOPMENT (PD) OUTLINE DEVELOPMENT PLAN (ODP), AS ORIGINALLY APPROVED BY ORDINANCE NO. 5051, IS HEREBY AMENDED TO INCORPORATE APPROXIMATELY 29.08 ACRES INTO THE PD, ESTABLISH PLANNED DEVELOPMENT (PD) ZONING FOR THE NEWLY ADDED LANDS, REZONE THE IDENTIFIED RL-4 PROPERTIES TO PD, AND AMEND CERTAIN BULK DEVELOPMENT STANDARDS, OUTDOOR AND SITE LIGHTING STANDARDS, AND RELATED ODP EXHIBITS AS DEPICTED AND DESCRIBED IN EXHIBITS 3, 6A, 6B, AND 8, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. THE AMENDED ODP, AS SET FORTH HEREIN, IS HEREBY APPROVED AND ADOPTED, SHALL BE EFFECTIVE AND ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS, AND ALL OTHER PROVISIONS OF THE REDLANDS 360 PLANNED DEVELOPMENT OUTLINE DEVELOPMENT PLAN NOT EXPRESSLY AMENDED BY THIS ORDINANCE SHALL REMAIN IN FULL FORCE AND EFFECT, ALL OF WHICH ARE APPROVED FOR THE FOLLOWING DESCRIBED PROPERTY

Multiple parcels of land situated in Section 17, Section 18 and Section 19 of Township 1 South, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:
Lot 100 of Canyon Rim 360 Subdivision Filing Number One, as recorded at Reception Number 3002807,
(307.91 acres more or less.)
Together with Redlands 360 Filing 4, as recorded at Reception Number 3162385,
(193.01 acres more or less.)
Together with Tract 1 of Bubar Subdivision as recorded at Reception Number 3140639,
(8.10 acres more or less)
Together with Lot 100 of Renaissance 360 Subdivision, as recorded at Reception Number 3946938, (34.00 acres more or less.)
Together with Redlands 360 Filing 2, as recorded at Reception Number 3162392,
(20.37 acres more or less.)
Together with Redlands 360 Filing 1, as recorded at Reception Number 3066475, except Lot 999 thereof, (36.61 acres more or less.)
Together with the northwest quarter of the southeast quarter of the southwest quarter of said Section 18,
(9.99 acres more or less.)

Together with a parcel of land situated in the southwest quarter of the northwest quarter of Section 17, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows;
Beginning at 2.25" brass cap marked MESA COUNTY SURVEY MARKER NO 352 1966 for the west quarter corner of said Section 17, whence a 2.5" aluminum cap marked LS 33650 2006 for the center-west sixteenth corner of said Section 17 bears North 89°54'43" East with all bearings herein relative thereto;
Thence North 00°02'39" West, a distance of 527.27 feet to an illegible 1.5" aluminum cap on the south line of Right of Way per Reception Number 978831;
Thence North 89°55'24" East, a distance of 199.86 feet to a 1.5" aluminum cap marked PLS 4307 USW;
Thence North 00°03'32" West, a distance of 146.83 feet to a 1.5" aluminum cap marked PLS 4307 USW on the purported south line of the Redlands Water and Power Company First Lift Canal and the beginning of a curve concave to the northwest having a radius of 225.00 feet and a central angle of 67°08'11" and being subtended by a chord which bears North 47°43'22" East a distance of 248.82 feet;
Thence easterly along said curve, a distance of 263.64 feet to a point of reverse curvature;
Thence northerly a distance of 191.31 feet along the arc of said curve concave to the south having a radius of 100.00 feet and a central angle of 109°36'50" being subtended by a chord bearing North 68°57'42" East a distance of 163.44 feet;
Thence South 56°13'53" East tangent to said curve, a distance of 223.54 feet;
Thence South 49°55'24" East, a distance of 179.16 feet;
Thence South 45°06'06" East, a distance of 490.80 feet;
Thence South 37°19'22" East, a distance of 162.46 feet;
Thence South 24°18'00" East, a distance of 41.78 feet to the east line of the southwest quarter of the northwest quarter of said Section 17;
Thence South 00°03'38" West, a distance of 145.10 feet to the said center-west sixteenth;
Thence South 89°54'43" West, a distance of 1322.08 feet to the Point of Beginning.
(18.96 acres more or less.)

(TOTAL ACREAGE 628.95, more or less)

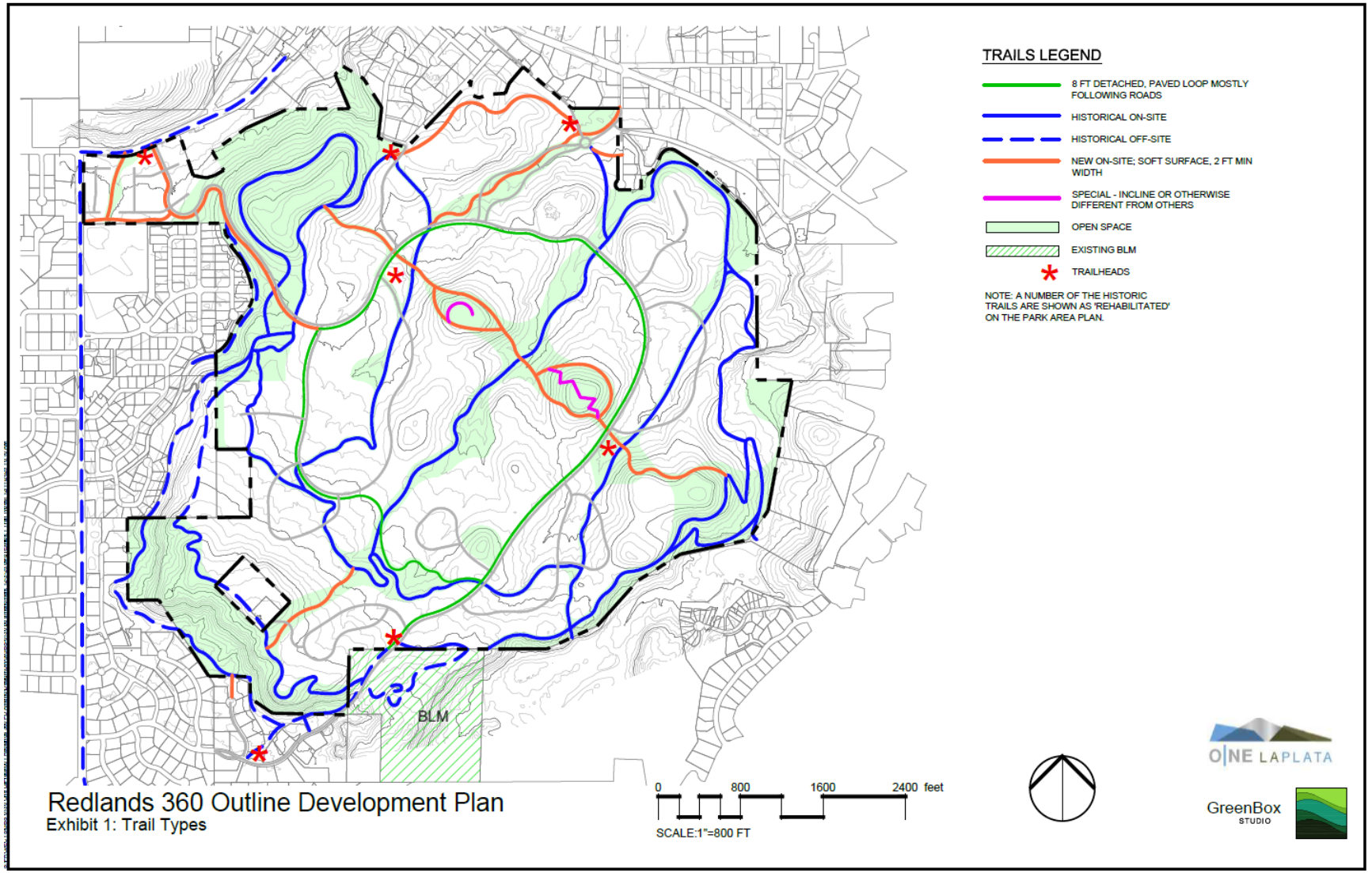
INTRODUCED on first reading this 15th day of July 2026 and ordered published in pamphlet form.

ADOPTED on second reading this 5th day of August 2026 and ordered published in pamphlet form.

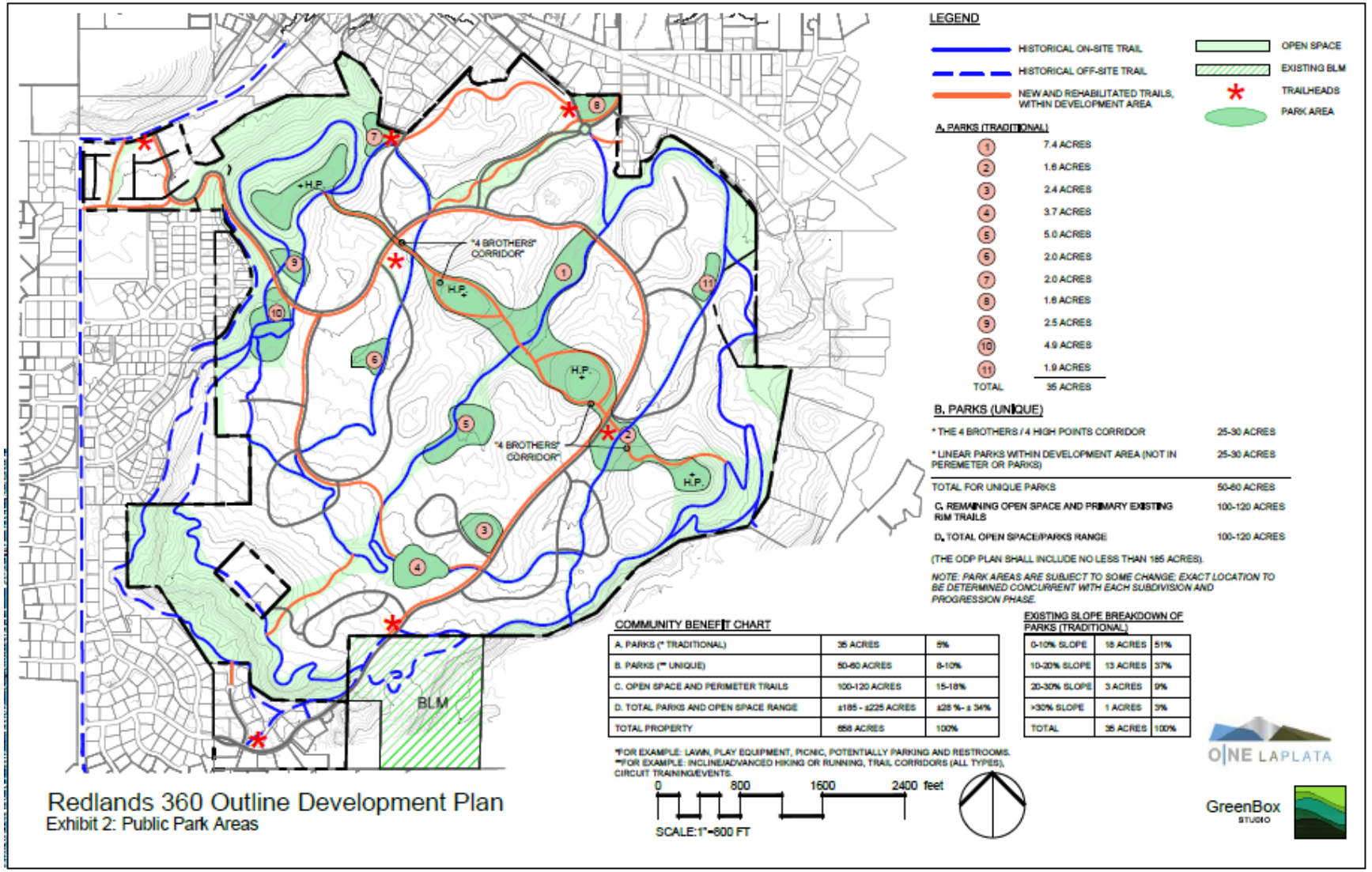
_____
Laurel Lutz
President of the Council

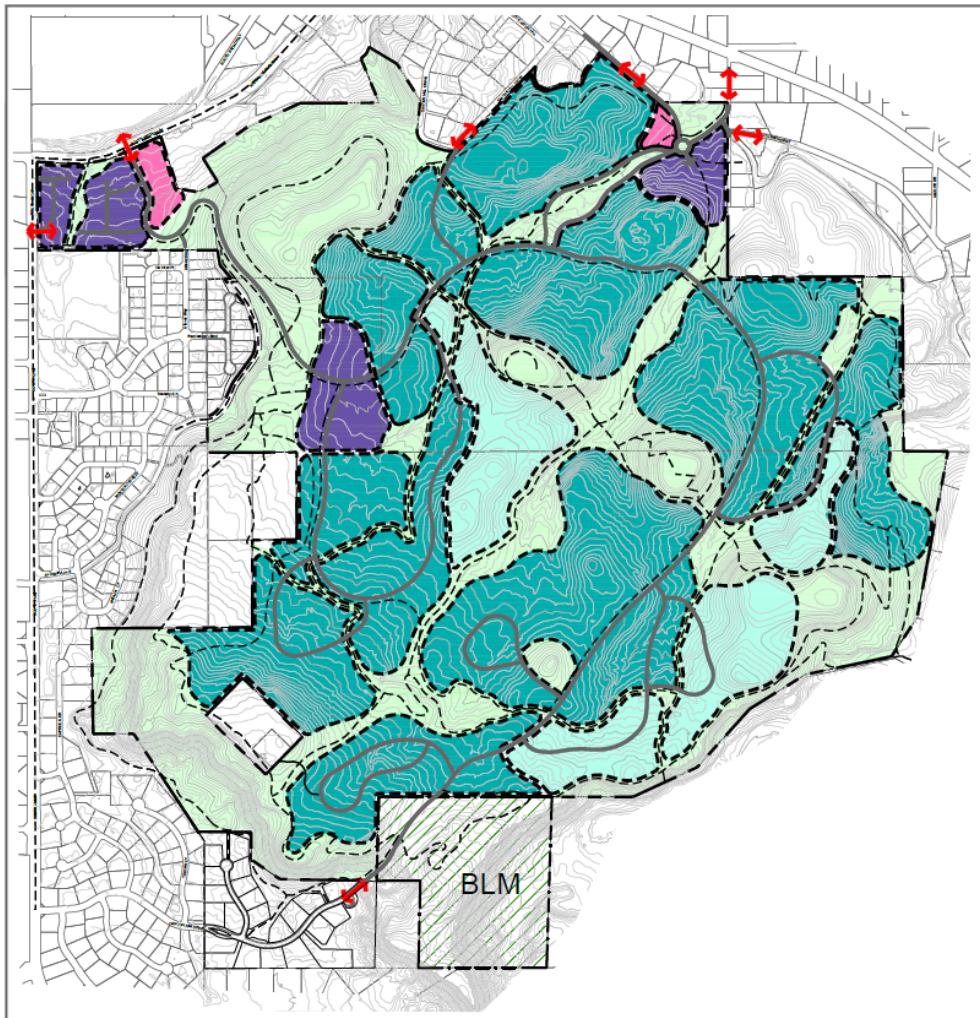
ATTEST:

_____
Selestina Sandoval
City Clerk



Redlands 360 Outline Development Plan
Exhibit 1: Trail Types


LEGEND
HISTORICAL ON-SITE TRAIL
HISTORICAL OFF-SITE TRAIL
NEW AND REHABILITATED TRAILS, WITHIN DEVELOPMENT AREA
OPEN SPACE
EXISTING BLM
TRAILHEADS
PARK AREA
A. PARKS (TRADITIONAL)
1 7.4 ACRES
2 1.8 ACRES
3 2.4 ACRES
4 3.7 ACRES
5 5.0 ACRES
6 2.0 ACRES
7 2.0 ACRES
8 1.8 ACRES
9 2.5 ACRES
10 4.9 ACRES
11 1.9 ACRES
TOTAL 35 ACRES
B. PARKS (UNIQUE)
* THE 4 BROTHERS / 4 HIGH POINTS CORRIDOR 25-30 ACRES
* LINEAR PARKS WITHIN DEVELOPMENT AREA (NOT IN PEREMETER OR PARKS) 25-30 ACRES
TOTAL FOR UNIQUE PARKS 50-60 ACRES
C. REMAINING OPEN SPACE AND PRIMARY EXISTING RIM TRAILS 100-120 ACRES
D. TOTAL OPEN SPACE/PARKS RANGE 100-120 ACRES
(THE ODP PLAN SHALL INCLUDE NO LESS THAN 185 ACRES).
NOTE: PARK AREAS ARE SUBJECT TO SOME CHANGE; EXACT LOCATION TO BE DETERMINED CONCURRENT WITH EACH SUBDIVISION AND PROGRESSION PHASE.
COMMUNITY BENEFIT CHART
A. PARKS (* TRADITIONAL) 35 ACRES 5%
B. PARKS (** UNIQUE) 50-60 ACRES 8-10%
C. OPEN SPACE AND PERIMETER TRAILS 100-120 ACRES 15-18%
D. TOTAL PARKS AND OPEN SPACE RANGE ±185 - ±225 ACRES ±28 %- ± 34%
TOTAL PROPERTY 658 ACRES 100%
*FOR EXAMPLE: LAWN, PLAY EQUIPMENT, PICNIC, POTENTIALLY PARKING AND RESTROOMS.
**FOR EXAMPLE: INCLINE/ADVANCED HIKING OR RUNNING, TRAIL CORRIDORS (ALL TYPES), CIRCUIT TRAINING/EVENTS.
EXISTING SLOPE BREAKDOWN OF PARKS (TRADITIONAL)
0-10% SLOPE 18 ACRES 51%
10-20% SLOPE 13 ACRES 37%
20-30% SLOPE 3 ACRES 9%
>30% SLOPE 1 ACRES 3%
TOTAL 35 ACRES 100%
0 800 1600 2400 feet
SCALE:1"=800 FT
H.P.
"4 BROTHERS" CORRIDOR
BLM
ONE LAPLATA
GreenBox STUDIO
Redlands 360 Outline Development Plan
Exhibit 2: Public Park Areas



LAND USE PLAN LEGEND

- PROJECT BOUNDARY LINE
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MULTI-FAMILY/HIGH DENSITY
- COMMERCIAL
- OPEN SPACE
- ROAD NETWORK
- TRAILS
- ACCESS POINTS

TABLE 1
DEFAULT STANDARDS

Dimensional Summary Table	Low Density Residential	Medium Density Residential	Multi Family & High Density	Commercial	Open Space
City Default Zone Criteria	~~R-1~~ RL-4	~~R-12~~ RM-12	~~R-16~~ RH-16	~~B-1~~ MU-1	~~CSR~~ P-1
Lot					
Area (min. ft.)	0	0	0	0	0
Width (min. ft.)	60	30	20	0	0
Frontage (min. ft.)	20	20	20	0	0
Frontage on cul-de-sac (min. ft.)	0	0	0	0	0
Setback					
Principal Structure					
Front (min. ft.)	20	20	20	0	15
Side (min. ft.)	5	5	5	0	0
Side - abutt residential (min. ft.)	0	0	0	10	10
Rear (min. ft.)	25	10	10	0	10
Accessory Structure					
Front (min. ft.)	20	25	25	25	15
Side (min. ft.)	3	3	3	0	0
Side - abutt residential (min. ft.)	0	0	0	0	5
Rear (min. ft.)	5	5	5	0	10
Bulk / Other Dimensional					
Lot coverage (max.)	50%	75%	75%	100%	100%
Height (max. ft.)	40	40	50	50	65
Density (min. units per acre)	0	2	5.5	0	0
Density (max. units per acre)	4	12	16	18	0
Cluster allowed	No	No	No		

TABLE 2

LAND USE	AREA	MINIMUM DENSITY	MAXIMUM DENSITY
LOW DENSITY RESIDENTIAL	MIN 60 ACRES	60 UNITS	240 UNITS
MEDIUM DENSITY RESIDENTIAL	MIN ~~296~~ 327 ACRES	~~596~~ UNITS 654	~~3576~~ UNITS 3924
MULTI FAMILY/HIGH DENSITY	MAX 32 ACRES	384 UNITS	512 UNITS
COMMERCIAL / MIXED USE	UP TO 6 ACRES	0 UNITS	100 UNITS
OPEN SPACE/CSR	NO LESS THAN 185 ACRES	-----	-----
PLANNED DEVELOPMENT RANGE		1300 UNITS	1750 UNITS

LA PLATA COMMUNITIES

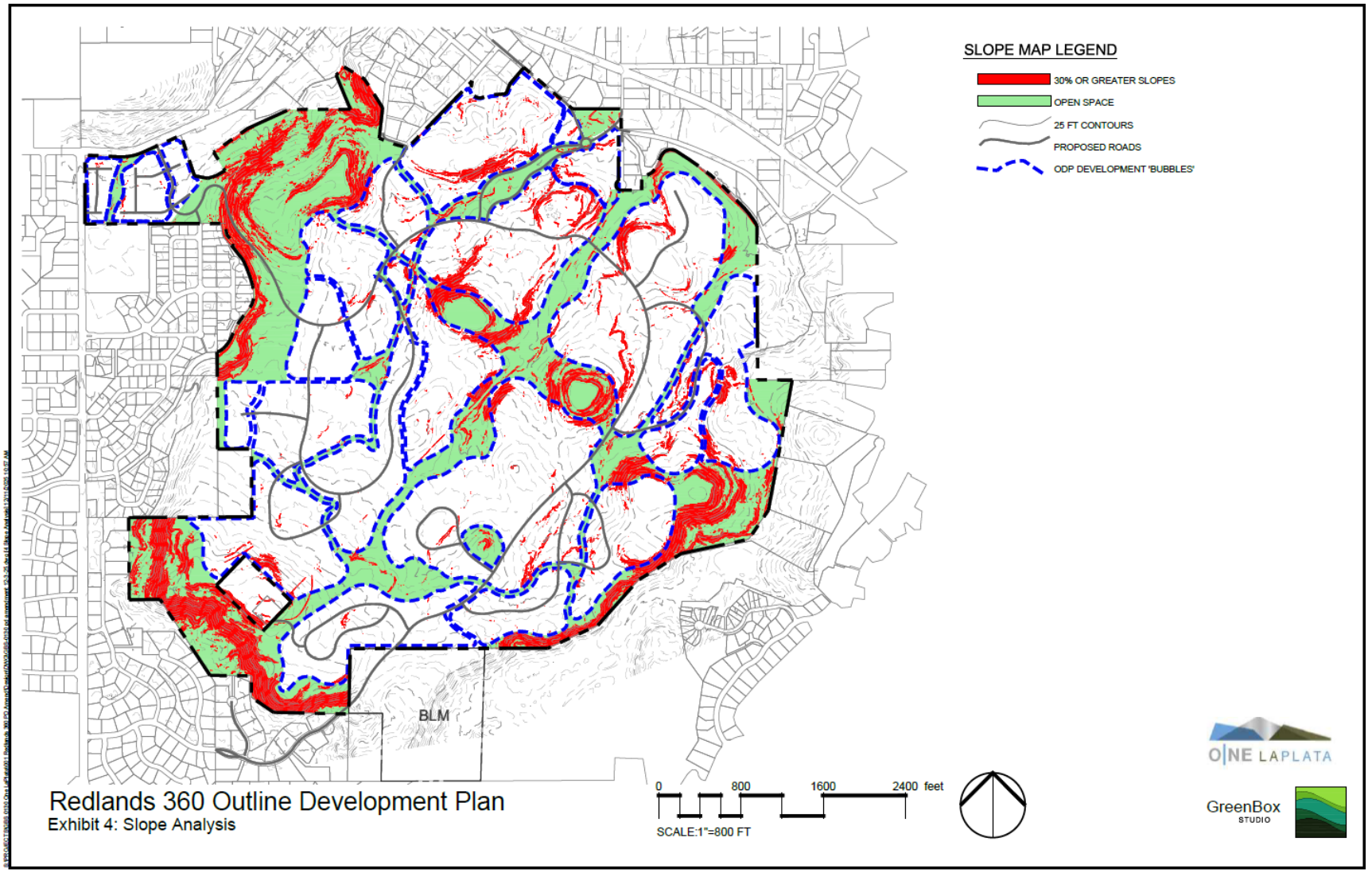
CIAVONNE, ROBERTS & ASSOCIATES, INC.
LAND PLANNING AND
LANDSCAPE ARCHITECTURE
222 N. 7TH STREET, GRAND JUNCTION, CO 81501 www.ciavonne.com
970-241-0746 (P) 970-241-0765 (FX)

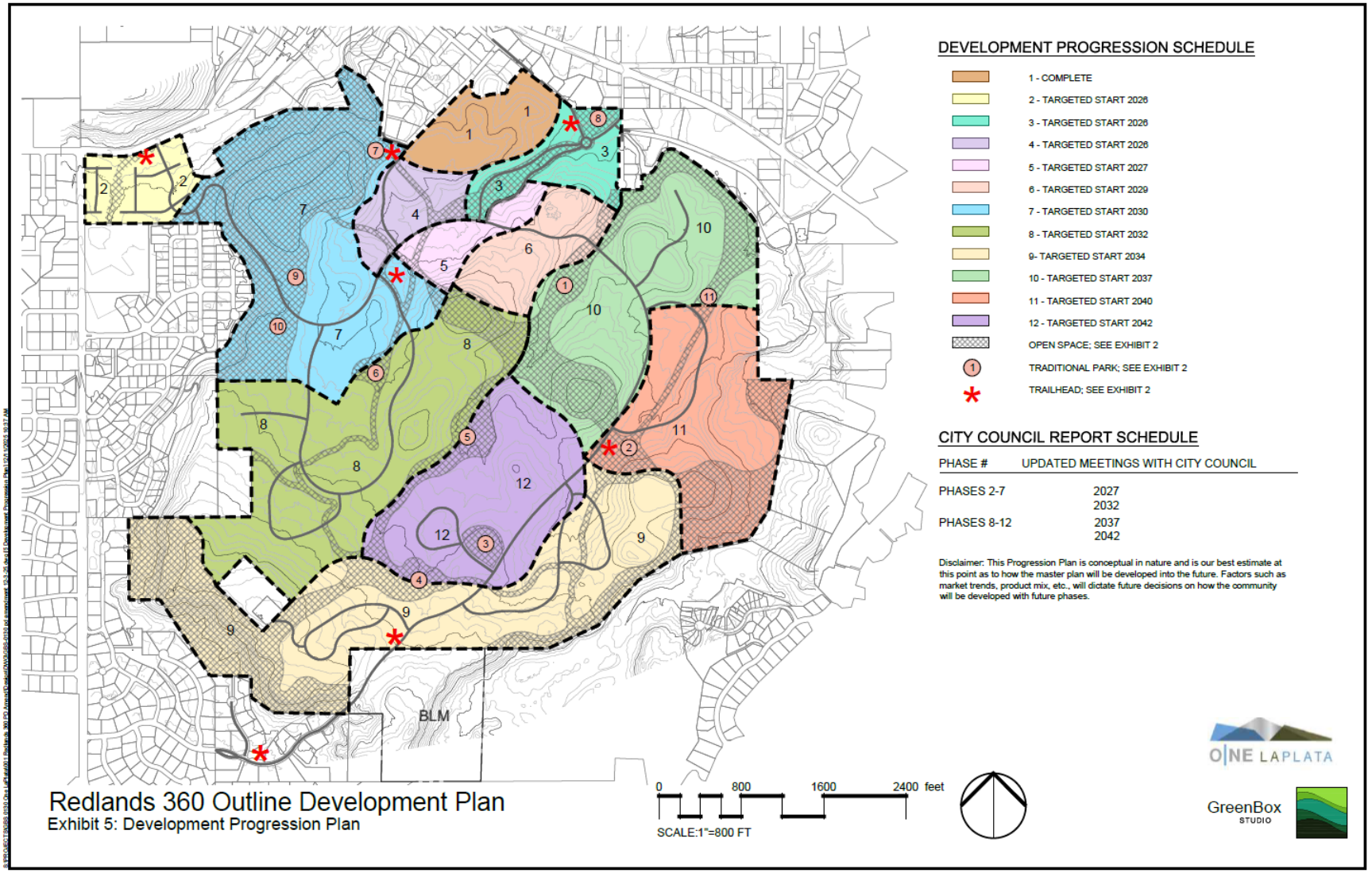
Redlands 360 Outline Development Plan

Exhibit 3: Land Use and Default Zones

0 800 1600 2400

NORTH


SLOPE MAP LEGEND
30% OR GREATER SLOPES
OPEN SPACE
25 FT CONTOURS
PROPOSED ROADS
ODP DEVELOPMENT 'BUBBLES'
BLM
0
800
1600
2400 feet
SCALE:1"=800 FT
Redlands 360 Outline Development Plan
Exhibit 4: Slope Analysis
O|NE LAPLATA
GreenBox
STUDIO


DEVELOPMENT PROGRESSION SCHEDULE
1 - COMPLETE
2 - TARGETED START 2026
3 - TARGETED START 2026
4 - TARGETED START 2026
5 - TARGETED START 2027
6 - TARGETED START 2029
7 - TARGETED START 2030
8 - TARGETED START 2032
9- TARGETED START 2034
10 - TARGETED START 2037
11 - TARGETED START 2040
12 - TARGETED START 2042
OPEN SPACE; SEE EXHIBIT 2
TRADITIONAL PARK; SEE EXHIBIT 2
TRAILHEAD; SEE EXHIBIT 2
CITY COUNCIL REPORT SCHEDULE
PHASE # UPDATED MEETINGS WITH CITY COUNCIL
PHASES 2-7 2027 2032
PHASES 8-12 2037 2042
Disclaimer: This Progression Plan is conceptual in nature and is our best estimate at this point as to how the master plan will be developed into the future. Factors such as market trends, product mix, etc., will dictate future decisions on how the community will be developed with future phases.
BLM
0 800 1600 2400 feet
SCALE:1"=800 FT
ONE LAPLATA
GreenBox STUDIO
Redlands 360 Outline Development Plan
Exhibit 5: Development Progression Plan

USE CATEGORY	PRINCIPAL USE					
RESIDENTIAL						
Household Living - residential occupancy of a dwelling unit by a "household"	Business Residence				A	
	Two Family Dwelling	A	A		A	A
	Single-Family Detached	A	A		A	
	Multifamily Accessory Dwelling Unit	A	A A	A	A	
	Agricultural Labor Housing					A
	Manufactured Housing Park					
	All Other Household Living		A			
Home Occupation	Home Occupation	A	A	A	A	
Group Living - residential occupancy of a structure by a group of people who do not meet the definition of "Household Living"	Small Group Living Facility	A	A	A	A	
	Large Group Living Facility					
	Unlimited Group Living Facility					
	Fraternities/Sororities					
	Rooming/Boarding House					
	Other Group Living (e.g., dormitory style living)					
INSTITUTIONAL AND CIVIC						
Colleges and Vocational Schools - colleges and institutions of higher learning	Colleges and Universities					
	Vocational, Technical and Trade Schools					A
Community Service - uses providing a local service to the community	Community Activity Building	A	A	A	A	A
	All Other Community Service	A	A	A	A	
Cultural - establishments that document the social and religious structures and intellectual and artistic manifestations that characterize a society	Museums, Art Galleries, Opera Houses, Libraries		A	A	A	
Day Care - care, protection and supervision for children or adults on a regular basis away from their primary residence for less than 24 hours per day	Home-Based Day Care (1 -12)	A	A	A	A	
	General Day Care	C	A	A	A	
Detention Facilities - facilities for the detention or incarceration of people	Jails, Honor Camps, Reformatories					
	Community Corrections Facility					
	Law Enforcement Rehabilitation Centers					

USE CATEGORY	PRINCIPAL USE					
treatment or surgical care to patients	Physical and Mental Rehabilitation (Resident)				C	
	All Other					
Parks and Open Space - natural areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, etc.	Cemetery					
	Golf Course					
	Golf Driving Ranges					
	Parks, Lakes, Reservoirs, Other Open Spaces	C	C	C	A	A
Religious Assembly meeting area for religious activities	All	A	A	A	A	
Funeral Home/Mortuary	All				A	
Crematory	All				A	
Safety Services - public safety and emergency response services	All	A	A	A	A	
Schools - schools at the primary, elementary, middle, junior high or high school level	Boarding Schools		A	A	A	
	~~Elementary Schools~~ Secondary Schools	A	A	A	A	
		A	A	A	A	
Utility, Basic - infrastructure services that need to be located in or near the area where the service is provided	Utility Service Facilities (Underground)	A	A	A	A	A
	All Other Utility, Basic	C	C	C	A	A
Utility Corridors - passageways for bulk transmitting or transporting of electricity, gas, oil, communication signals, or other similar services	Transmission Lines (Above Ground)	C	C	C	C	
	Transmission Lines (Underground)	C	C	C	C	
	Utility Treatment Production or Service Facility					
	All Other	C	C	C	C	
COMMERCIAL						
Entertainment Event, Major - activities and structures that draw large numbers of people to specific events or shows	Indoor Facilities					
	Outdoor Facilities					C
Lodging - hotels, motels, short-term rentals and similar establishments	Hotels and Motels					
	Short-Term Rentals	A	A	A	A	
Office - activities conducted in an office setting and generally focusing on business, government, professional, or financial services	General Offices				A	
	Office with Drive-Through				A	
Parking, Commercial - parking that is not necessary to serve a specific use and for which fees may be charged	All				A	

Recreation and Entertainment, Outdoor - large, generally commercial uses that provide continuous recreation or entertainment-oriented activities	Campgrounds					
	Resort Cabins and Lodges					
	Swimming Pools, Community	A	A	A	A	
	Shooting Ranges, Outdoor					
	Amusement park, Miniature Golf					
	Riding Academy, Roping or Equestrian Area					
	Zoo					
	All Other Outdoor Recreation					C
Recreation and Entertainment, Indoor - large, generally commercial uses that provide indoor recreation or entertainment-oriented activities including health clubs, movie theaters, skating rinks, arcades	Health Club				A	A
	Movie Theater, Skating Rink, Arcade				A	
	Shooting Ranges, Indoor					
	All Other Indoor Recreation				C	
Retail Sales and Service - firms involved in the sale, lease or rental of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for consumer and business goods.	Adult Entertainment					
	Alcohol Beverage Production				C	
	Animal Care/Boarding/Sales, Indoor				A	
	Animal Care/Boarding/Sales, Outdoor					
	Delivery and Dispatch Services (Vehicles On-Site					
	Drinking Establishment				C	
	Drive-Through Uses (Restaurants)					
	Food Service, Catering				A	
	Food Service, Restaurant (Including Alcohol Sales)				A	
	Farm Implement/Equipment Sales/Service					
	Farmers Market					
	Flea Market					
	Feed Store					
	Fuel Sales, Automotive/Appliance					
	Fuel Sales, Heavy Vehicle					
	General Retail Series, Indoor Operations, Display and Storage				A	
	General Retail Sales, Outdoor Operations, Display or Storage					
	Landscaping Materials Sale/Greenhouse/Nursery					
	Manufactured Building Sales and Service					
	Marijuana Related Business					

LEGEND
A ALLOWED USE
C CONDITIONAL USE

Redlands 360 Outline Development Plan

Exhibit 6a: ODP Use Table

ONE LAPLATA

GreenBox STUDIO

USE CATEGORY	PRINCIPAL USE					
	Mobile Food Vendor				A	
	Mobile Food Vendor Court				A	
	Produce Stands	A	A	A	A	
	Rental Service, Indoor Display/Storage					
	Rental Service, Outdoor Display/Storage					
	Repair, Small Appliance				A	
	Repair, Large Appliance					
	Personal Services				A	
	All Other Retail Sales and Services				A	
Self-Service Storage	Mini-Warehouse			C	C	
Vehicle Repair - repair service to passenger vehicles, light and medium trucks and other consumer motor vehicles	Auto and Light Truck Mechanical Repair					
	Body Shop					
	Truck Stop/Travel Plaza					
	Tire Recapping and Storage					
	All Other Vehicle Repair					
Vehicle Service, Limited - direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed	Car Wash, Gasoline Service Station, Quick Lube				A	
	All Other Vehicle Service, Limited					
INDUSTRIAL						
Manufacturing and Production - firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods	*Indoor Operations and Storage*					
	Assembly					
	Food Products					
	Manufacturing/Processing					
	Marijuana Related Business					
	Indoor Operations with Outdoor Storage					
	Assembly					
	Food Products					
	Manufacturing/Processing					
	Marijuana Related Business					
	Outdoor Operations and Storage					
	Assembly					
	Food Products					
	Manufacturing/Processing					
	Marijuana Related Business					
	All Other Industrial Service, including any Hazardous Occupancy per the International Fire Code or International Building Code					

Self-Service Storage	Indoor Operations and Storage					
Industrial Services - Contractors and Trade Shops, Oil, and Gas Support Operations without hazardous materials	Indoor Operations and Outdoor Storage (including Heavy Vehicles)					
	Outdoor Storage and Operations					
	Research, Testing and Laboratory Facilities - Indoors (includes Marijuana Testing Facilities)					
Junk Yard	Junk Yard					
Impound Lot	Impound Lot					
Heavy Equipment Storage/Pipe Storage	All					
Warehouse and Freight Movement - firms involved in the storage or movement of freight	Indoor Operations, Storage and Loading					
	Indoor Storage with Outdoor Loading Docks					
	Outdoor Storage or Loading					
	Gas or Petroleum Storage					
	Sand or Gravel Storage					
	All Other					
Waste-Related Use - uses that receive solid or liquid wastes from others, uses that collect sanitary wastes or uses that manufacture or produce goods or energy from the composting of organic material	Non-Hazardous Waste Transfer Station					
	Medical/Hazardous Waste Transfer Station					
	Solid Waste Disposal Sites					
	Recycling Collection Point				C	
	All Other Waste-Related					
Wholesale Sales - firms involved in the sale, lease or rental of products primarily intended for industrial, institutional or commercial businesses	Wholesale Business (No Highly Flammable Materials/Liquids)					
	Agricultural Products					
	All Other Wholesale Uses					
Agricultural	Animal Confinement					
	Dairy					
	Confined Animal Feeding Operation, Feedlot					
	Forestry, Commercial					
	Marijuana Related Business					
	Pasture, Commercial					
	Winery					
	All Other Agriculture					
Aviation or Surface Passenger Terminal - facilities for the landing and takeoff of flying vehicles or stations for ground-based vehicles and unloading areas	Airports/Heliports					
	Bus/Commuter Stops	A	A	A	A	
	Bus/Railroad Depot					
	Helipads					
	All Other Aviation or Surface Passenger Terminal					

Mining - mining or extraction of mineral or aggregate resources from the ground for off-site use	Oil or Gas Drilling					
	Sand or Gravel Extraction or Processing					
	All Other Mining					
Telecommunications Facilities - devices and supporting elements necessary to produce nonionizing electromagnetic radiation operating to produce a signal	Facilities on Wireless Master Plan Priority Site WHen Developed in Accordance with Wireless Master Plan Site-Specific Requirements	A	A	A	A	C
	Temporary PWSF (e.g., COW)	A	A	A	A	
	Co-Location	A	A	A	A	
	Tower Replacement	A	A	A	A	
	Dual Purpose Facility	A	A	A	A	
	DAS and Small Cell Facilities	A	A	A	A	
	Base Station with Concealed Attached Antennas	A**	A**	A**	A**	
	Base Station with Non-Concealed Attached Antennas	C**	C*	C**	C**	
	Tower, Concealed	C***	C	C	C	
	Tower, Non-Concealed Broadcast Tower					

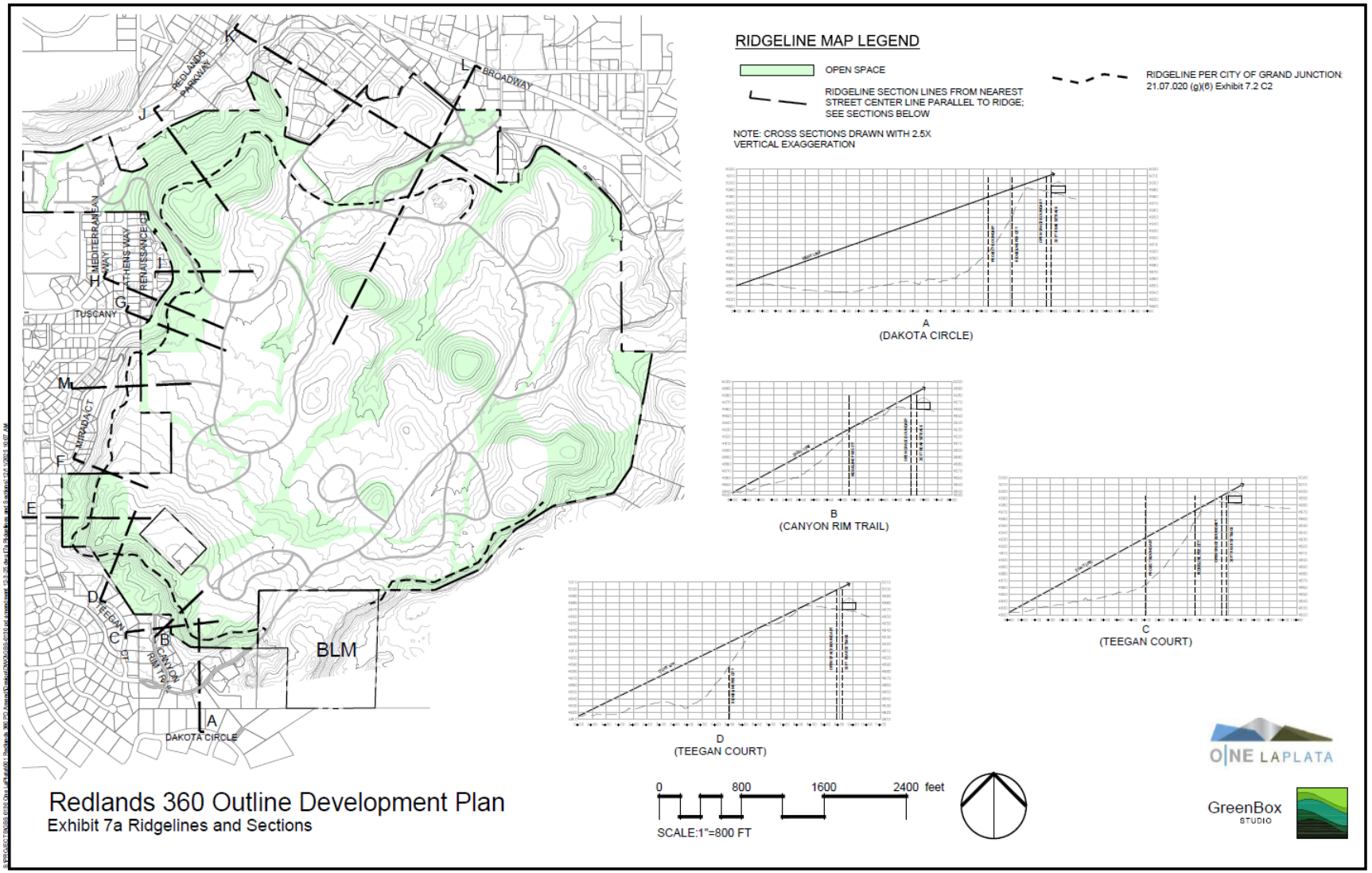
NOTES:
* Refer to Chapter 5.15 GJMC
** Except NOT allowd on structures the principal use of which is single - or two-family residential, group living or day care, or on multifamily structures of fewer than three stories.
*** Except NOT allowed on any site or lot where the principal use is single - or two-family residential.

LEGEND
A ALLOWED USE
C CONDITIONAL USE

Redlands 360 Outline Development Plan
Exhibit 6b: ODP Use Table

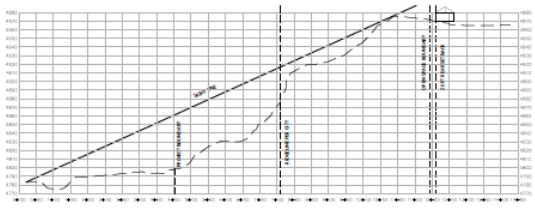
ONE LAPLATA

GreenBox STUDIO

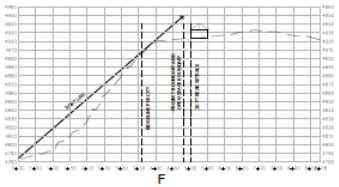


Redlands 360 Outline Development Plan

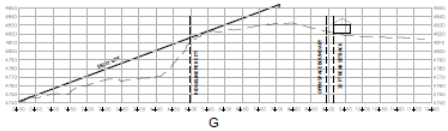
Exhibit 7a Ridgelines and Sections



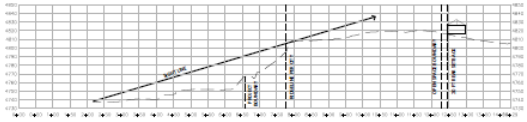
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(SOUTH CAMP)



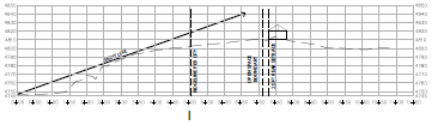
F
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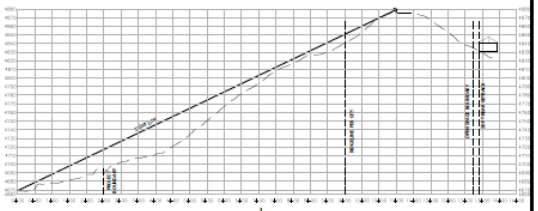
G
(TUSCANY & ATHENS WAY)



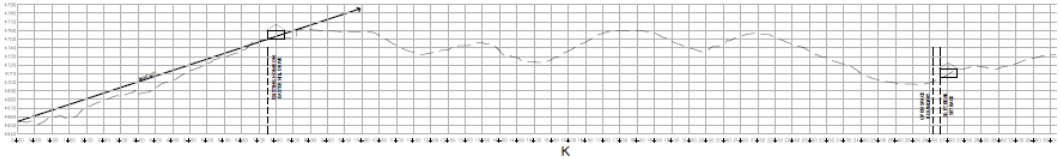
H
(MEDITERRANEAN WAY)



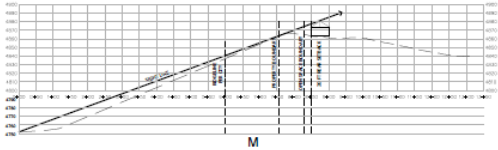
I
(RENAISSANCE COURT)



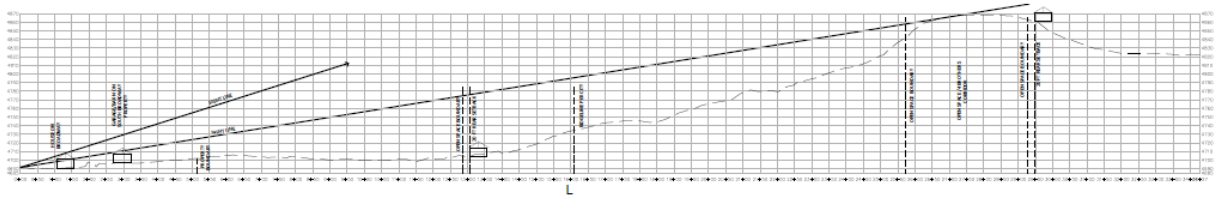
J
(REDLANDS PARKWAY-SOUTHWEST)



K
(REDLANDS PARKWAY-NORTHEAST)



M
(MONTERO STREET)



L
(SOUTH BROADWAY/HWY 340)

O|NE LAPLATA

Redlands 360 Outline Development Plan

Exhibit 7b Ridgelines and Sections

GreenBox STUDIO

The City of Grand Junction Zoning and Development Code includes chapters 21.11, Outdoor Lighting and Chapter 25.04, Site Lighting.

Chapter 21.11. Outlines the following purposes of lighting regulations:

1) Minimize light pollution, light trespass, and glare
2) Conserve energy and resources
3) Provide safe roadways for motorists, bicyclists, and pedestrians
4) Promote wildlife habitation and migration by minimizing light pollution into and adjacent to habitat areas
5) Ensure sufficient lighting can be provided where needed to promote safety and security
6) Protect and reclaim the ability to view the night sky

Outdoor lighting in the Redlands has historically been minimized, particularly in the areas on the south side of Highway 340 which includes the Redlands 360 ODP area. The excerpt below is from the Redlands Neighborhood Plan adopted by the City and County in 2002. While this plan has since been sunset by the City, the information is still relevant to the importance of protecting the night sky and how lighting on the Redlands has been treated over time. With the increase in development on the Redlands, retaining the characteristics of dark skies has been repeatedly cited by residents as a priority during neighborhood meetings and in comments to development applications.

Outdoor Lighting

The enjoyment of the night-sky is also a high priority for residents of the Redlands. Specific standards should be developed to address light pollution concerns. The varying topography and proximity to the Colorado National Monument makes it that much more important that the amount of lighting in certain areas of the Redlands be kept to a minimum. Generally, that area south of Highway 340 should have reduced requirements for street lighting and other public space lighting, allowing the lighting to be low level and spaced to profived the minimum light necessary to meet safety needs. (See also Land Use/Growth Management Action Plan, Page 21)

GOALS, POLICIES, IMPLEMENTATION

Goals

** Enhance and maintain, to the greatest extent possible, the darkness of the night sky.*

Policies

** Minimize the number and intensity of street lighting and public space lighting.*

** Encourage homeowners to minimize outdoor lighting.*

In keeping with Code purposes and the historic treatment of lighting in the Redlands, and specifically to be consistent with lighting within surrounding neighborhoods and nearby developments in the Redlands 360 area (e.g. The Ridges/Redlands Mesa, Granite Falls), the Applicant is proposing the following lighting policy for the amended Redlands 360 Outline Development Plan (ODP):

Public Streets

Residential Collector Streets are to be provided with standard Cobra Head fixtures (See Figure 1). This lighting standard will be placed at high intensity intersections with other major roadways. Less intensity intersections along Residential Collector Streets such as with Residential Local Streets, trail or mid-block sidewalk crossings may be illuminated with the Lantern Head fixtures.

Residential Local Streets are to be provided with standard Lantern fixtures (See Figure 2). The lighting standard at the less intensity intersections shall be determined at the time of each filing submittal for Redlands 360. This lighting standard will not be required at the end of cul-de-sacs on Residential Local Streets. Any location where a trail or mid-block sidewalk crossing occurs may be illuminated with a Pedestrian Light (See Figure 3).

Streetlights other than at locations listed above are to be limited and primarily only used to illuminate roadway areas such as curves and crests in the grade.

Bicycle & Pedestrian Trails and Outdoor Public Gathering Spaces

In keeping with the prevailing outdoor lighting character in the Redlands, lighting of public pedestrian gathering spaces and formal bicycle and pedestrian trails shall be minimized. However, these circulation elements shall be highlighted by visible light sources that clearly indicate an entrance to a primary trailhead/ path or its intersection with a street, sidewalk or other pedestrian area or path (if there is no other lighting in the vicinity). Pedestrian level lighting will be used to highlight circulation systems as needed by visible light sources that clearly indicate the path of travel ahead or highlight points of deviation or conflict but do not neoessarily illuminate all portions of the path.

Pedestrian area and pathway lighting shall be mounted close to the ground and use a low level of illumination, such as a Pedestrian Light, a Pedestrian Bollard Light (See Figure 4) or similar low mount fixture. Pedestrian Lights will be a maximum of 14 feet in height. Pedestrian Bollard Lights will be a maximum of 4 feet in height. Solar fixtures are allowed and preferred for this type of lighting. Fixtures are to be provided at entrances to primary walkways, at trail intersections, stairways, and similar conflict points. Pedestrian lighting in other locations than listed above are to be limited but not required. Minimum intensity for such lighting shall be 0.5 footcandles; maximum 10 footcandles. All lighting shall be shielded and downcast as needed to minimize the impact of illumination on adjacent areas.

All single-track hiking and biking trails, whether existing or proposed, located throughout the designated community open space are exempt from the requirements of pedestrian lighting listed above.

Commercial/Multifamily Parking lots.

Provide parking lot lighting to meet the IES Parking Facilities Standard for Low Levels of Activity in General Parking and Pedestrian Areas of 0.2 footcandle minimum and 6 footcandles maximum on the pavement with a uniformity of 4 footcandles or less. Parking lots/areas not classified as commercial and/or multifamily parking lots will not be required to have lighting.

Playgrounds

As consistent with other public parks/playgrounds, lighting is not required, and the use of playgrounds shall be restricted/posted for use in daytime (dawn until dusk) hours only. Lighting within any park to be dedicated to the City shall be approved by the City. Developer will determine lighting needs within Metropolitan District parks depending on the proposed program and use of the park.

Under-Canopy Areas

Stand-alone canopy lighting is not required, however where employed such as at a canopy over a mail kiosk, lighting may be controlled by motion-detection for automatic on and off control. Where the canopy does not exist near a site power distribution supply, exterior rated solar/battery power supply for lighting to provide a minimum 2 footcandles, maximum 5 footcandles will be provided. Lighting source(s) will be shielded by inherent design of the luminaire or construction of the canopy, to minimize fixture visibility and lighting spillover along the roadway or adjaoent lots and restrict most of the luminance of the fixture to a footprint within 10 feet from the edge of canopy.

Signage and Accent Landscape Lighting

Signage and accent landscape lighting is not required. However, where provided for entry/development identification and aesthetics, the lighting may be shielded to minimize fixture visibility and lighting spillover along the roadway or adjacent lots; illumination shall be limited to 15 footcandles and it shall be limited to illumination from sunset to midnight and from an hour before dawn to dawn.

Signage and Accent Landscape Lighting shall all be accomplished utilizing in-ground fixtures that do not extend above ground more than one (1) foot.

Lighting for other signage, such as on non-residential buildings or sites is not allowed one hour after closing, and before one hour of opening.

Building Entries

Lighting at non-residential or multi-unit buildings shall be located on the building with 5 footcandles minimum, and 10 footcandles maximum. Lighting at other than main entrances is to be directed so as not to spill more than 15 feet from entrance.

General Lighting Standards

All light fixtures may be aimed at and shielded so that the direct illumination shall be confined to the property boundaries of the light source. Lighting shall not be aimed onto adjacent properties, except in oases of shared parking, shared pedestrian pathways, or for coordinated development sites spanning multiple parcels.

For lighting fixtures that exceed 3 feet in height, light shall be directed away from drivers' direct line of sight and away from residential uses but shall not interfere with the safe operation of vehicles moving on or near the site.

USE/AREA*	MINIMUM INTENSITY (footcandles)*	MAXIMUM INTENSITY (footcandles)*
Bicycle and Pedestrian Trails and Outdoor Public Gathering Spaces	0.5	10.0
Commercial/Multifamily Parking Lots**	0.2	6.0
Under-Canopy Areas	2.0	5.0
Signage and Accent Landscape Lighting	0.0	15.0
Building Entries	5.0	10.0

*Refer to details above for further requirements including standard style, height, location and spacing of lighting.

** Parking lots/areas not classified as commercial and/or multifamily parking lots will not be required to have lighting.

Disclaimer: Light fixture images shown on this graphic are for representational purposes only. Final light fixtures to be installed will be submitted and approved by the City of Grand Junction.



Figure 1: Cobra Head Light



Figure 2: Lantern Light



Figure 3: Pedestrian Light



Figure 4: Pedestrian Bollard Light

Redlands 360 Outline Development Plan

Exhibit 8: Outdoor and Site Lighting

ONE LAPLATA

GreenBox STUDIO

Grand Junction City Council

Regular Session

Item #5.b.i.

Meeting Date: August 5, 2026

Presented By: Matthew Smith, Chief of Police, William Baker, Deputy Police Chief

Department: Police

Submitted By: Jeremiah Boies

Information

SUBJECT:

An Ordinance Repealing and Reenacting Title 6 of the Grand Junction Municipal Code Regarding Animals

RECOMMENDATION:

Staff recommends adoption on second reading.

EXECUTIVE SUMMARY:

After Mesa County ceased providing animal control in mid-2024, the GJPD Animal Control Services Unit began operations on January 1, 2025. The Ordinance repeals and reenacts Title 6 to align the code with City-provided services by centralizing licensing with the City and consolidating Chapters 6.04, 6.08, and 6.12, while preserving existing substantive provisions (including Downtown event rules and People's Ordinance No. 30 (1956)) and penalty practices.

BACKGROUND OR DETAILED INFORMATION:

In mid-2024, Mesa County notified the City of Grand Junction and the Grand Junction Police Department (GJPD) that the County would no longer provide animal control services within the City. Historically, the City contracted with Mesa County for those services, including enforcement of the animal provisions of the GJMC; care, custody, and impoundment of animals; and associated administrative functions such as animal licensing.

Following that notice, the GJPD established an Animal Control Services Unit, which commenced operations on January 1, 2025, and has been operating since that date.

Structure and Licensing Alignment

Title 6 of the GJMC, entitled “Animals,” was structured to effectuate the City’s former arrangement with Mesa County. Under that model, animal licensing was administered by the County, and related revenues offset the County’s costs of providing animal control services. Although the City now provides those services, the current code still contemplates County administration of licenses. As a result, City residents continue to pay licensing fees to Mesa County for services delivered by the City. The proposed revision brings licensing administration into alignment with current operations by authorizing City administration of animal licensing.

Consolidation and Modernization

The current animal code is spread across three chapters—GJMC 6.04 (Animal Regulations), 6.08 (Livestock and Fowl), and 6.12 (Dogs and Cats). The proposed ordinance consolidates these provisions into a single chapter that:

- Centralizes all licensing, prohibitions, regulations, and procedures;
- Clarifies enforcement authority and processes consistent with the GJPD’s Animal Control Services Unit; and
- Updates terminology and organization for clarity and ease of use.

Continuity of Substantive Provisions

The revision preserves all functional and unique provisions of the current Title 6, including special provisions related to Downtown events and People’s Ordinance No. 30 (1956). The fine schedule, penalty assessment framework, and court-appearance requirements remain consistent with the existing code.

Reptiles

At the June 29, 2026, workshop, Council heard from the Chief of Police regarding the prohibition of certain reptiles. The proposed code was updated to reflect direction from Council, which includes a change in terminology from poisonous to venomous, and a licensing scheme for reptiles that would have been banned in a previous version of the proposed code.

FISCAL IMPACT:

This Ordinance and companion resolution setting a fee schedule will increase revenue for the City through animal licensing fees. Those fees are currently being paid to Mesa County by City residents. The fees paid to the County will now be paid to the City instead.

SUGGESTED MOTION:

I move to adopt Ordinance No. 5336, an ordinance repealing and reenacting Title 6 of the Grand Junction Municipal Code regarding animals, on final passage and order final publication in pamphlet form.

Attachments

1. Public Comment - Letter Phill Gross
2. ORD - AN ORDINANCE REPEALING AND REENACTING TITLE 6 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING ANIMALS 07082026

United States Association of Reptile Keepers

June 29, 2026 ***Via Electronic Mail***

City Council
City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

RE: Proposed Repeal and Reenactment of Title 6 of the Grand Junction Municipal Code Regarding Animals

Dear Members of the Grand Junction City Council,

On behalf of the United States Association of Reptile Keepers (USARK), we appreciate the opportunity to comment on the proposed repeal and reenactment of Title 6 of the Grand Junction Municipal Code regarding animals.

Please note that the Colorado Parks and Wildlife (CPW) Commission completed a major review and overhaul of Colorado's reptile and amphibian laws for both native and non-native species. Given CPW's months of work, the most straightforward and reasonable way to address this ordinance is to mirror state law on these animals. CPW provides the framework and research, so Grand Junction does not need to. We advise the City to follow CPW's lead for a practical approach.

USARK understands that this ordinance is being brought forward largely because Mesa County no longer provides animal control services within the City, and the City has now assumed those responsibilities through the Grand Junction Police Department Animal Control Services Unit. We do not object to the City updating its code to reflect that administrative change, centralize licensing, and clarify enforcement authority.

However, the proposed ordinance goes beyond administrative cleanup by adding new and broader animal prohibitions, including a ban on all non-snake reptiles over three feet, in addition to the current bans on many snakes, and on any animal that is not indigenous to Colorado and is not classified as a domesticated animal or pet. These changes would prohibit many animals that are lawfully and responsibly kept, without a clear connection to public safety.

USARK supports reasonable, evidence-based regulations that protect public safety while allowing responsible animal ownership. The proposed language should be revised to be clear, enforceable, and focused on actual risk rather than arbitrary size limits or broad categories.

1. Reptiles Over Three Feet Nose To Tail

The proposed prohibition in 6.04.320(a)(3) on "all other reptiles" over three feet from the nose to the tip of the tail is especially problematic. It is common practice to measure lizards from the tip of the snout to the vent (SVL) because many lizards have tails longer than the rest of their bodies. Sometimes a lizard's tail is multiple times longer than its body or SVL length. As a result, measuring from the tip of the nose to the tip of the tail does not accurately reflect a lizard's size or its risk to the public. For example, some tree monitors may exceed three feet while weighing less than one pound. A three-foot reptile limit would therefore prohibit animals that do not pose any meaningful danger to the public. Even large lizards do not pose any inherent public safety concern.

2. Prohibitions On Monitor Lizards

Likewise, the proposed prohibition on all monitor lizards in 6.04.320(a)(9) is unreasonable. Monitor lizards vary widely in size, temperament, and risk. A blanket prohibition treats small, responsibly kept species the same as much larger ones, even though neither poses real public safety concerns. If the City believes regulation is necessary, the ordinance should address secure housing and responsible ownership rather than impose a category-wide ban.

Monitor lizards vary greatly in size, much like dogs range from Chihuahuas to Saint Bernards. Some monitors weigh only a few ounces and fit in one hand, while others may weigh 30 pounds. Regardless of size, they are not inherently dangerous. Many of the larger monitors behave much like dogs and are not something to be feared. Owners may be the problem, not the animals themselves. Bad owners can be handled through a nuisance ordinance so that responsible animal owners are not unjustifiably penalized. We have more on that below.

3. Prohibitions On Large Constrictor Snakes

USARK also has concerns about the current restrictions on non-venomous snakes over six feet and the specific listing of several large constrictor species in 6.04.320(a)(1)-(2). Again, size alone is not a sound basis for prohibition. Captive-bred constrictors are commonly kept by experienced owners and, when properly housed and handled, do not pose a public safety risk. If the City is concerned about escape or improper handling, those concerns can be addressed through secure-enclosure requirements, transportation standards, and owner accountability. Over many decades, people have kept large constrictor snakes and large lizards, yet no member of the general public has been attacked or severely harmed by an escaped or released large snake or lizard.

4. Prohibition on Venomous/Poisonous Reptiles and Crocodilians

For similar reasons, USARK is concerned with the proposed prohibition on all poisonous and venomous animals in 6.04.320(a)(1). A blanket prohibition fails to distinguish between species that pose a genuine risk to public safety and those that do not.

We suggest that the City mirror state law. As mentioned, CPW recently passed new regulations. Crocodilians and venomous reptiles are covered under this regulation.

For example, this ban will raise concerns about poison dart frogs. While these frogs produce potent toxins in the wild, those toxins come from their natural diet, specifically certain insects not found in captivity. As a result, poison dart frogs kept as pets do not contain toxins and do not pose the same risk as their wild counterparts. It is unclear whether the prohibition on poisonous animals would apply to these popular pet species.

The proposed prohibition on all crocodilians in 6.04.320(a)(9) without distinguishing between large species and smaller ones should also be revised. Dwarf caimans, such as Cuvier's dwarf caiman (*Paleosuchus palpebrosus*), are commonly kept in captivity and typically reach lengths of approximately four to five feet and weigh no more than 15 pounds.

These animals do not pose the risk that larger crocodilian species do, and are not banned by CPW. A more tailored approach that accounts for differences in size and species would yield more effective and reasonable regulation.

USARK respectfully requests that proposed 6.04.320(a)(9) be modified to allow the possession of dwarf caiman species within the genus *Paleosuchus*.

6. USARK's Proposal

USARK understands Grand Junction's desire to update its code; however, we respectfully recommend that Grand Junction follow the approach recently adopted by Wheat Ridge, Colorado, which allows reptiles, amphibians, and invertebrates unless they are otherwise restricted under state or federal law. We believe Grand Junction should adopt the same framework and use the following model language:

> It shall be unlawful for any person to own, possess, harbor, sell, or in any other manner traffic in the following species of animal:

a. Any animals that have been classified as a dangerous or hazardous species under state or federal law;

b. Any animals that are not permitted by Colorado Parks and Wildlife to possess.

This approach would provide Grand Junction with a clearer, more enforceable standard. It would also avoid banning animals that are lawful under Colorado law and commonly kept by responsible owners. Rather than creating a separate local list based on arbitrary size thresholds, the City can rely on existing state and federal restrictions for animals that pose genuine public safety, wildlife, or environmental concerns.

7. **Grandfathering**

Alternatively, USARK is concerned that the proposed ordinance does not appear to include a grandfather clause for current lawful owners whose animals would be prohibited. If the City proceeds with any new prohibition, it should, at a minimum, include a grandfather provision allowing current owners to keep their animals, provided the animals are securely housed and do not create a nuisance or pose a public safety risk.

8. **Nuisance Clause**

Rather than getting into the weeds by listing specific groups or animals as prohibited, a more sensible approach is to address problems through a nuisance ordinance, as is often used for barking dogs and other animal-related issues. We have a draft example:

a) Any person who recklessly and without exercising proper due care has endangered the health and welfare of themselves or another person while possessing exotic or other animals within the city shall be prohibited from continuing to possess such animals.

Conclusion

USARK respectfully requests that the City revise the proposed ordinance and adopt the Wheat Ridge-style language allowing reptiles, amphibians, and invertebrates unless they are prohibited or restricted under state or federal law or prohibited by Colorado Parks and Wildlife.

USARK remains ready and willing to assist the City in developing balanced policies that protect public safety while supporting responsible animal ownership. We welcome the

opportunity to serve as a resource and work collaboratively toward a practical, well-informed regulatory framework. Have a good day.

Respectfully submitted,

/s/ Phil Goss
President of USARK,
president@usark.org

More about USARK

USARK is a registered 501(c)(6) non-profit national advocacy group protecting the freedom of Americans to keep reptiles and amphibians responsibly. We would like to reiterate that we represent responsible herpetoculturists. USARK is a science, education, and conservation-based non-profit membership organization. We represent pet owners, conservationists, business owners, veterinarians, and scientists who work with reptiles and amphibians. We are the only national advocacy organization representing solely the reptile and amphibian-keeping community and true subject-matter experts. USARK is dedicated to species conservation through responsible captive propagation and endorses a Keepers' Code of Ethics. USARK regularly provides science-based training to government agencies and officials at the federal, state, and local levels. Our voice is critical in forming government policy, as this arena is too often dominated by those seeking to end all forms of animal ownership.

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING TITLE 6 OF THE GRAND JUNCTION MUNICIPAL CODE REGARDING ANIMALS

RECITALS:

The City of Grand Junction previously contracted with Mesa County for animal control services, including enforcement of the animal provisions of the Grand Junction Municipal Code and related care, custody, impoundment and licensing administration. In 2024, Mesa County notified the City that it would no longer provide such services as of January 1, 2025. In response, the Grand Junction Police Department established the Animal Control Services unit, which began operations on January 1, 2025.

Title 6 of the GJMC, entitled “Animals,” was structured around the former arrangement with Mesa County. Additionally, Title 6 and its provisions were distributed across three different chapters. To consolidate, clarify, and modernize the animal code and to reflect the City’s Animal Control Services unit’s enforcement and administration, and to create an animal licensing ordinance which allows City residents to license their pets with the City rather than Mesa County, the City has prepared a comprehensive redraft of Title 6.

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

Section 1. Repeal of Current Title 6.

Title 6 of the Grand Junction Municipal Code, as it exists on the effective date of this ordinance, is repealed in its entirety.

Section 2. Enactment of New Title 6.

The following text is adopted as Title 6 of the Grand Junction Municipal Code:

Title 6 - ANIMALS

Chapter 6.04 Animal Control

6.04.010 Purpose and citation.

The City of Grand Junction established this Title 6 to declare as matter of public policy the importance of protecting the public health and safety of the citizens of the City and to promote the general welfare of its citizens and the animals located within the City. Animal ownership is welcomed within the City; however, strong emphasis is placed on responsible ownership of animals. Animal owners are expected to respect the rights of other persons and animals and assume full responsibility for the actions and condition of their animals. Responsibility is placed upon animal owners to properly train or secure

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their animals to prevent them from causing injuries to persons, animals, or property or creating public nuisances. The regulation of dogs and other animals and the actions of their owners through administrative regulation and civil and criminal enforcement is necessary to protect the citizens of the City and their property. This Title 6 may be cited and referred to as the "Animal Code."

6.04.020 Scope.

This Title, along with Title 21, are comprehensive and address many public health and safety matters which may not be relevant to each animal owner within the City; however, all animal owners are required to adhere to any portions of this Title that address ownership of an animal and the actions of their animal.

6.04.030 Interpretation.

In interpreting and applying this Title, the requirements set forth herein are the minimum requirements for the protection of the public health, safety, and welfare. The provisions of this Title shall be liberally construed to accomplish its purposes.

6.04.040 Definitions.

The following words, terms and phrases, when used in this Title, shall have the following meaning, unless the context clearly indicates otherwise:

Abandon means the leaving of an animal without adequate provisions for the animal's proper care by its owner, the person responsible for the animal's care or custody, or any other person having possession of such animal. This includes, but is not limited to, leaving the animal unattended at the owner's residence for more than 24 hours, depositing or dropping off an animal on public property, or on property other than that of the owner or custodian, without prior permission of the property owner.

Agricultural Animal means any animal commonly kept or harbored, as a source of food, hides, income through agricultural sale, as a pack animal or draft animal or for use as transportation. Agricultural animal includes, but is not limited to, horses, mules, sheep, goats, cattle, swine, geese, pigeons, turkeys, pea fowl, and guinea hens. In the event of uncertainty concerning whether a particular animal is a species of agricultural animal the presumption shall be that such animal is a species of agricultural animal until the owner of such animal proves by a preponderance of the evidence to the Municipal Court Judge that the animal is not a species of agricultural animal.

Animal means any living, nonhuman vertebrate or invertebrate creature.

Animal Code means this Title 6 of the City of Grand Junction Municipal Code.

Animal Control Specialist means any person designated by the City, including a law enforcement officer, to enforce provisions of this Title or any other ordinances or laws of the state pertaining to animals.

Animal shelter means any premise designated by the City for the purpose of boarding or caring for any animal impounded under the provisions of this Title or any other ordinance of the City or law of the state.

At large means to be off the premises of the owner or custodian and not under direct physical control of the owner or custodian by means of a leash.

Attractant means any substance which could reasonably be expected to attract a wild animal, or does attract a wild animal, including but not limited to, garbage, food products, pet food, feed, grain or salt.

Bite means a wound to the skin causing it to bruise, puncture, or break.

Bodily injury means any physical pain, illness, or impairment of physical or mental condition.

Cat means a domestic cat (Felis catus) regardless of sex.

Chicken means any member of the species Gallus domesticus kept for its eggs or meat, excluding ducks, geese, pigeons, turkeys, pea fowl, and guinea hens.

Common area means and includes areas such as, but not limited to, the yards, grounds, garden areas, play areas, clubhouses, swimming pools, walkways, common garage areas, entryways, hallways, and driveways of condominiums, townhouses, apartment complexes, motels, hotels and mobile home parks.

Control shall mean that the animal is on a leash, cord or chain not more than ten (10) feet in length held by a person of sufficient age, size and physical ability to restrain the animal. Electric leashes are specifically prohibited.

Cruelty means the act or omission to act of a person who knowingly or with criminal negligence overdrives, overloads, tortures, torments, deprives of necessary sustenance, unnecessarily or cruelly beats, needlessly mutilates, needlessly kills, carries or confines in or upon vehicles in a cruel or reckless manner, or otherwise mistreats or neglects any animal, fails to provide proper food, drink or protection from the weather or abandons it.

Dangerous animal means an animal which:

(a) Causes serious bodily injury to a person;

(b) Causes bodily injury to a person or animal on two or more occasions;

(c) Is infected with rabies;

(d) Causes bodily injury to a person or animal and the bodily injury occurs off the animal owner’s premises;

(e) Is at large and exhibits aggressive behavior on two or more occasions;

(f) Demonstrates tendencies that would cause a reasonable person to believe that the animal would inflict bodily or serious bodily injury upon any person or domestic animal while the animal is without effective and immediate control;

(g) Has engaged in a dogfighting contest with the owner's knowledge; or

(h) Has been specifically found to be dangerous by any court or jury; provided, however, that an animal which attacks, terrorizes, or causes any bodily injury to a person or animal in immediate response to objectively unreasonable provocation shall not be found to be dangerous if the animal owner establishes such facts as an affirmative defense to a charge for violation of GJMC § 6.04.180 or to the satisfaction of the investigating Animal Control Specialist.

Dog means a domestic dog (Canus familiaris) regardless of sex.

Domesticated animal or *pet animal* means any domesticated animal commonly kept in a household, excluding livestock, such as: dogs; cats; chinchillas; domestic rabbits; guinea pigs; hamsters; domestic mice; domestic rats; gerbils; domestic ferrets; hedgehogs; sugar gliders; canaries, finches, parakeets, doves, domesticated parrots (or the like), aquarium fish; nonpoisonous amphibians; nonvenomous snakes; nonvenomous invertebrates; and turtles of a species and size which is permissible under state law.

Duck means a duck that has been domesticated and is kept for its eggs and meat.

Emotional support animal means a domesticated companion animal that provides therapeutic benefit to an individual and is not specifically trained to address a specific need of a disabled person.

Estrus means a recurring period of sexual reproductivity and fertility in many female mammals; heat.

Excrement means waste matter discharged from the bowels; feces.

Exotic animal means an animal introduced from another country not normally kept as a household pet or farm animal.

Feed means all provisions of edible or drinkable materials, including, without limitation, bones, salt licks and water.

Feral cat means a cat that lives outside, does not have an owner, is unsocialized to people, and typically avoids contact with humans. A feral cat is not domesticated, is wild, and is not owned or controlled by anyone.

Fowl means geese, pigeons, turkeys, pea fowl, guinea hens, and the like. For purposes of this Title, fowl expressly does not mean chickens or ducks.

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Habitual offender is a person who has pled guilty to, or been found guilty of, violating any provision of this chapter or any comparable municipal, County or State regulation two or more times within the two-year period immediately preceding the present incident and/or any dog whose owner, keeper or custodian has pled guilty to, or been found guilty of, two or more violations of this chapter or any comparable municipal, County or State regulations concerning the same dog within a two-year period.

Harbor(ing) means the act of keeping and caring for an animal or providing a premise to which the animal is provided food, shelter or care. An individual shall be deemed to be harboring an animal only if such care or provision continues for more than three consecutive days.

Humane trap means a box-type trap that does not cause bodily harm to the animal intended to be captured or to any other animal or person coming in contact with such trap.

Keeper means any person who is in possession of, or is keeping, harboring or caring for any animal.

Keep(ing) means to care for, to have custody of, to provide premises to which the animal regularly returns for food and shelter, or to exercise physical control over, or to have any right of property in, an animal, or to own, harbor or allow an animal to remain about any premises within the City.

Leash means a chain, cord, or tether not more than 10 feet in length which is securely attached to and capable of restraining the animal.

Mistreatment means every act or omission to act which causes or unreasonably permits the continuation of unnecessary or unjustifiable pain or suffering.

Neglect means failure to provide food, water, protection from the elements, or other care generally considered to be normal, usual and accepted for an animal's health and well-being consistent with the species, breed and type of animal.

Owner means any person, or person acting as custodian, partnership, corporation, or an agent of the foregoing, who owns, co-owns, possesses, keeps, harbors, or who has control or custody of an animal; or the person named as owner in current animal licensing records or on the dog identification license or rabies tag; or any parent, guardian or legal custodian of any unemancipated child under 18 years of age, which child owns, co-owns, possesses, keeps, harbors, or has control or custody of an animal.

Person means any natural person, corporation, partnership, association, or other entity.

Pet animal facility means any place or premise used in whole or in part, for the keeping of pet animals for the purpose of adoption, breeding, boarding, day care, grooming, handling, selling, sheltering, trading, or otherwise transferring such animals, as more set forth in the Pet Animal Care and Facilities Act ("PACFA"), C.R.S. §§ 35-80-101 through 35-80-117 as amended. "Pet animal facility" also includes keeping any individual

animals for breeding stock. "Pet animal facility" shall not mean a common carrier engaged in intrastate or interstate commerce. For purposes of this Title, two (2) or more animal facilities that have the same or a similar purpose and operate from one (1) place or premises shall be considered a single pet animal facility.

Premises means property owned, leased, or expressly permitted to be used by an owner; or any confined area or locality such as a residence, business, room, shop, building, or motor vehicle in which the animal's presence is authorized by the owner of the premises. The term "premises" includes the open bed of a motor vehicle.

Proper enclosure means a structure which:

(a) Prevents the entry of young children;

(b) Prevents the animal from escaping.

(c) Has secure sides and a secure top or secure sides which are of sufficient height to prevent the animal from escaping;

(d) Has sides that are constructed at the bottom to prevent the animal's escape by digging under the sides.

(e) Provides appropriate protection from the elements for the animal.

(f) Complies with all zoning and building ordinances/regulations of the City.

(g) Must be kept in a clean and sanitary condition.

(h) Must be approved by an Animal Control Specialist

Provocation means harassment, teasing, threatening, striking, or attacking an animal or its owner in the animal's presence, by either a person or another animal, which is objectively unreasonable to an ordinary person. "Provocation" shall not include the lawful presence of an individual or animal in close proximity to but not within or upon property of another, or where a dog is tied, kept, kenneled or harbored.

Public nuisance means and includes any dog whose owner, keeper or custodian has been charged with three or more violations of this title concerning the same dog within a two-year period.

Public safety risk means any action or lack of action by an owner or dog that could actively or inadvertently cause injury, death or illness to a person or animal.

Rabies vaccination means inoculation of a domestic animal with an anti-rabies vaccine approved by the Mesa County Health Department or similar agency and administered by a licensed veterinarian. The vaccination shall be valid for the period of time specified in writing by the veterinarian for the specific vaccine used.

Serious bodily injury means bodily injury which, either at the time of the actual injury or at a later time, involves a substantial risk of death, a substantial risk of serious

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permanent disfigurement, a substantial risk of protracted loss or impairment of the function of any part or organ of the body, or breaks, fractures, or burns.

Service animal means a dog or miniature horse that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals, whether wild or domesticated, trained or untrained, are not service animals for the purposes of this definition.

Spay or *neuter* shall mean to render permanently incapable of producing offspring.

Stray animal means any animal for which there is no identifiable owner.

Tether means to tie up or chain to a fixed or heavy inanimate object so as to restrict the free movement of any animal to a distance no greater than the length of its leash or chain.

City means the City of Grand Junction as a municipal corporation or the territory contained therein, as the context dictates.

Wild animal shall mean all wildlife, including, but not limited to, bears, coyotes, foxes, wolves, mountain lions, opossums, raccoons, skunks, squirrels, raptors, all game animals, and all other species of animals, which exist in their natural, unconfined state and are usually not domesticated.

6.04.050 Powers and duties of Animal Control Specialists.

(a) Animal Control Specialists shall have the power and duty to enforce all Sections of this Title pertaining to animals. In the furtherance of such duties, such specialists may issue, sign and serve penalty assessments or summons and complaints to enforce the provisions of this Title.

(b) Animal Control Specialists shall keep accurate and detailed records of the impoundment and disposition of all animals coming into custody, and of all reports of any animal bites reported to such specialists.

(c) It shall be lawful for any Animal Control Specialist to go upon private property to capture any animal to be impounded for, or to investigate any report of a violation of this Title, when:

(1) The Animal Control Specialist has obtained consent of the person in possession of the property.

(2) The Animal Control Specialist has obtained a search warrant pursuant to Rule 241 of the Colorado Municipal Court Rules.

(3) The Animal Control Specialist is in pursuit of an animal which the Specialist has probable cause to believe is, or has been, running at large.

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(4) The Animal Control Specialist is in pursuit of an animal which the specialist has probable cause to believe has caused injury to a person or other domesticated animal.

Nothing in paragraphs (c)(3) or (c)(4) of this Section shall be deemed to authorize entry into any enclosed building or fenced area on private property.

(d) If an affidavit has been submitted to the Municipal Court Judge which satisfies the Judge that an animal which is the subject of a violation of this Title is located within the City and that the animal either poses a clear and present danger to the health, general welfare or safety of other persons or animals or is suffering extreme neglect or cruelty, the Municipal Court Judge may issue a search warrant pursuant to Rule 241 of the Colorado Municipal Court Rules for an Animal Control Specialist or a law enforcement officer to enter a premise and seize the animal. The owner of the animal may request a hearing concerning any such order for seizure entered pursuant to this Section by filing an appropriate motion pursuant to applicable rules in the Colorado Municipal Court Rules. Whenever an animal is seized by order of the Municipal Court or other court, the animal shelter shall not adopt out, donate or euthanize the animal unless such action is permitted by a subsequent order of the same court which ordered the initial seizure.

(e) Notwithstanding paragraph (c)(2) above, if an Animal Control Specialist has reasonable cause to believe that the keeping or harboring of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, the Animal Control Specialist shall have the right to immediately enter and inspect the property or vehicle in or upon which the animal is kept, and may use any reasonable means required to effect such entry and make such inspection, whether the property or vehicle is occupied or unoccupied and whether permission to inspect has been obtained or not. If the property or vehicle is occupied, the Animal Control Specialist shall first present proper credentials to the owner or occupant of the property or vehicle and demand entry, explaining his or her reasons therefore and the purpose of the inspection. Such entry shall be solely for the purpose of abating the violation, and no evidence obtained during or as a result of such entry shall be admissible for purposes of prosecution.

6.04.060 Interference.

(a) It shall be unlawful for any person to interfere with, molest, hinder or obstruct the Animal Services Officer or any other City employee or official in the discharge of the official's duties under this title.

(b) It shall be a misdemeanor for any person to refuse to identify themselves with their legal name, address, and date of birth when requested by an Animal Control Specialist when the Specialist has reasonable suspicion of any violation of this Title.

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6.04.070 Prosecution.

(a) For the purpose of prosecuting any violation of this Title, it shall not be necessary in order to obtain a conviction to prove knowledge or notice on the part of the owner of the animal in question that said animal was violating any of the Sections of this Title at the time and place charged. The purpose of this Section is to impose strict liability upon the owner of any animal for the actions, conduct and condition of such animal, unless the violation specifically provides otherwise.

(b) Each separate day, or any portion thereof, during which such violation of this Title occurs or continues shall constitute a separate offense and, upon conviction thereof, shall be punishable as provided in this Title.

6.04.080 Licensing, collar and tags or microchip required.

(a) Dog license required.

(1) It shall be unlawful for any owner of any dog, over the age of four (4) months, or within thirty (30) days of acquisition of said dog, whichever occurs last, to fail to obtain a license for such animal as required by this Section.

(2) Application for a dog license shall be made to Grand Junction Police Department, or to such agents as designated by Grand Junction Police Department. Dog licenses and tags shall be issued, renewed, replaced and expired in accordance with the application requirements.

(3) The license fee, including the fee for replacement licenses, shall be in an amount as set by resolution of the City Council.

(4) It shall be unlawful for any person to own, keep, or harbor any dog that has not been licensed, or for any person to fail to produce proof that the animal is currently licensed, as required by this Section, when requested by an Animal Control Specialist.

(5) It is unlawful for any person to affix to the collar, or harness of any dog, or permit to remain affixed, a dog license tag for any other dog or to display such a tag to an Animal Control Specialist.

(b) Collar and tags or microchip required.

(1) It is unlawful for any person to own, keep, or harbor any dog that must be licensed pursuant to this Section (a), which is not displaying a current dog license tag affixed to a collar or harness worn on the dog.

(2) It is unlawful for the owner of any dog within the City to fail to cause such dog, while off the premises of such owner to either:

(i) Wear at all times a collar or harness with a tag made of durable material with legible and current identification attached thereto containing words, numbers or a combination thereof, which enables the Animal Control Specialist to readily ascertain the name, current home address, and current home telephone number, of the owner and a valid current rabies tag attached thereto, which tag shall be furnished by a veterinarian, the number of such tag corresponding with the number of the rabies certificate issued to the owner of the dog; or

(ii) Have a microchip surgically implanted into such dog or other similar type of identification in lieu of wearing a name tag which enables an Animal Control Specialist to readily ascertain the name, current home address, and current home telephone number of the owner and a valid current rabies tag. It shall be the responsibility of the owner or keeper of such animal to ensure their information within the microchip database is accurate at all times.

(3) It is unlawful for any person to possess or make use of a stolen, counterfeit or forged license certificate or license tag.

(4) Dog license certificates and license tags are not transferable. It us unlawful for any person to attach or cause to be attached any license tag to any dog other than the dog for which the tag was originally used.

(5) Any dog found without the requirements identified in this Section A or B, may be seized and impounded by the Animal Control Specialist.

6.04.090 Disease/rabies control.

(a) No domesticated animal afflicted with a contagious or infectious disease shall be allowed to run at large or to be exposed in any public place whereby the health of any person(s) or animal(s) may be affected, nor shall such diseased animal be shipped or removed from the premises of the owner except under the supervision or approval of an Animal Control Specialist to secure disposition of any diseased animal and such treatment of affected premises as to prevent the communication and spread of the contagion or infections, except in cases where the state health director is empowered to act.

(b) It shall be unlawful for any owner of a dog or cat four (4) months of age or older, or any domesticated animal capable of transmitting rabies, to fail to have such animal vaccinated against rabies. All dogs and cats shall be vaccinated at four (4) months of age and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the City

from a location outside the City shall comply with this Section within thirty (30) days after having moved into the City.

(c) It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit a copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Section. A current rabies tag should be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times.

(d) It shall be unlawful for any person to own, keep or harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(e) Rabies vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

(f) The owner of a dog or, cat may request an exemption to the vaccination provisions if, for medical reasons, a dog or cat cannot be vaccinated. In this event, a dog or cat owner must submit an affidavit from a licensed veterinarian stating the reasons why the dog or cat is unable to be vaccinated.

6.04.100 Limits on dogs and cats.

(a) It shall be unlawful for any person to own, keep or harbor more than three (3) dogs that are four (4) months of age or older on any premises.

(b) It shall be unlawful for any person to own, keep or harbor more than three (3) cats that are four (4) months of age or older on any premises.

(c) Only one (1) litter of offspring of an age of six (6) months or less may be kept on any premises at any given time.

(d) Limitations on the number of dogs and cats does not apply to Animal Shelters, as defined in Section 6.04.040.

6.04.110 Animals running at large.

(a) It shall be unlawful for the owner, keeper, or harborer of any animal to permit the same to run or go or be at large on any street, public place, within the City or upon the premises of any other person without permission of such other person, unless the animal is accompanied by a person and is under control, as defined in this Title. This does not apply to cats, as they are free roaming animals.

(b) It shall be unlawful to tether any animal on any property other than that of the owner without permission of the property owner or occupant or to allow any animal tethered on

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the property of the owner to have access to property other than that of the animal owner.

(c) In addition to any other remedy provided by the City to prohibit the running at large of an animal, any animal running at large may be seized and impounded pursuant to this Section. This does not apply to cats, as they are free roaming animals.

(d) It shall be unlawful for any owner or keeper to fail to securely confine any unspayed animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the animal does not create a nuisance by attracting other animals. When outside on the property of the owner for metabolic waste elimination, the animal must be physically restrained on a hand-held leash or confined in a fenced yard. Owners or keepers who do not comply may be ordered to remove the animals in heat to a boarding kennel, veterinary hospital or animal shelter. All expenses incurred as a result of the confinement shall be paid by the owner of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Title.

(e) Dogs may be off leash in a designated, enclosed dog park, if accompanied by a person capable of managing the animal off leash.

(f) Sick or injured animals found on public property shall be presumed to be running at large and may be impounded and provided any necessary veterinary medical treatment. If the animal is significantly injured or sick, such that recovery is improbable, the animal may be humanely destroyed, in order to avoid further pain and suffering by the animal, without liability to the City, animal shelter, their employees, officers, or agents, or to any veterinarian examining, diagnosing, or treating the animal. An Animal Control Specialist shall make a reasonable attempt to contact the owner or keeper of an injured animal that is treated or impounded. The owner of such animal shall be liable for all expenses associated with the treatment or impoundment.

(g) It shall be prima facie evidence that a dog is running at large if the dog is out of its owner's, harborers or keeper's sight, or if the dog goes upon public or private property without the owner's, manager's or keeper's consent.

(h) A dog may be off leash and otherwise at large while actually working livestock, locating or retrieving wild game in a lawful season for a licensed hunter, assisting law enforcement officers or participating in an organized training class, dog show, obedience trial or event in which the dog is participating and/or is entertainment. The livestock and locating or retrieving wild game exceptions shall not apply in:

Downtown Grand Junction: defined as the area bounded on the east by 12th Street and on the west by First Street; and on the north by the north side of the pavement of Grand Avenue, and on the south by the south side of the pavement of Colorado Avenue; or

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The North Avenue corridor: defined as the area one-half block north and south of North Avenue, from First Street on the west to 29 Road on the east.

6.04.120 Animals at Downtown Events

(a) No animal owner, or any person who harbors an animal, shall permit his animal to be at, in or within the permitted area of any special event(s) in downtown Grand Junction unless prior written permission is granted by the City or the Downtown Development Authority ("DDA") allowing the animal(s) to be present within the permitted area of the event. Physical or mechanical confinement of the animal is not a defense to prosecution under this section. Service dogs and police canines shall be exempt from this section. For purposes of this section special events are those activities which hold a valid permit issued by the City or the DDA .

(b) The City or the DDA or an event promoter authorized by the City or the DDA may allow animals at any event or may as part or all of an event authorize an organized race, exhibition and/or parade, training class(es), show(s) or obedience trial or similar activities or entertainment involving animals.

(c) Downtown Grand Junction is defined as the area bounded on the east by 12th Street and on the west by First Street; and on the north by the north side of the pavement of Grand Avenue, and on the south by the south side of the pavement of Colorado Avenue

6.04.130 Injuring or Meddling with Police Dogs.

(a) It shall be unlawful for any person to willfully or maliciously torture, torment, beat, kick, mutilate, injure, disable or kill any dog, including a guard dog, used by a law enforcement agency within the City in the performance of the functions and duties of such agency, or to unwarrantedly interfere or meddle with any such dog while being used by such agency or any member thereof in the performance of any of the functions or duties of such law enforcement agency or of such members.

(b) Interference or meddling with a law enforcement dog includes yelling, barking at, or otherwise distracting by noise, whether yelling or speaking to the canine while he is located inside or outside the law enforcement vehicle. Unsolicited physical touching or throwing objects at or near the dog shall also be included. These examples are inclusive but not limitations.

6.04.140 Failure to Control.

No owner of a dog or dangerous animal shall fail to prevent it, without provocation, from:

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Causing serious bodily injury to any person or animal, including pets, domestic livestock, fowl or wildlife. No owner of a dog or dangerous animal shall fail to prevent it from causing bodily injury to or biting any person or animal, including pets, domestic livestock, fowl or wildlife;

Causing damage to the person or property of another; or

Threatening livestock, pet animal(s), or person(s) by chasing, pursuing, worrying, biting, attacking, or harassing in any threatening manner while at large.

Provocation is not a defense to this section where the response of the dog or dangerous animal is not in proportion to the claimed act of provocation.

6.04.150 Removal of animal excrement; damage to property.

Proper disposal of animal solid waste is necessary to protect public health, safety and welfare.

(a) It shall be unlawful for any owner or keeper of any animal to refuse or fail to remove promptly excrement deposited by said animal upon any common thoroughfare, street, sidewalk, play area, park, other public property, or any private property when permission of the owner or tenant of said property has not been obtained.

(b) It shall be unlawful to place animal excrement in storm sewers, or to dispose of excrement in any manner except by depositing it in a toilet or a receptacle ordinarily used for garbage and covered by a lid, or in an otherwise lawful and sanitary manner.

(c) When walking an animal off an owner's property, such owners or keepers are required to have in their possession a viable means by which to pick up and remove their animals' excrement.

(d) It shall be unlawful to fail to remove promptly all excrement from private property, including the premises of the owner of an animal or any other person consenting to the deposit of such waste on his or her premises, or to fail to place such waste in a closed container or to fail to remove the contents of said containers from the City as necessary to prevent such contents from becoming a nuisance.

(e) It shall be unlawful to fail to maintain the premises upon which animals are kept in a clean and sanitary condition. It shall be a violation of this section if the animal is kept in

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a premises which constitute a public nuisance as defined by section 6.04.170 of this Animal Code.

(f) It shall be unlawful for any owner of any animal to permit said animal, whether or not it is running at large, to destroy, damage or injure any shrubbery, plants, flowers, grass, lawn, fence or anything whatsoever upon any public premises or private premises owned or occupied by a person other than the owner of said animal.

6.04.160 Reporting animal bites and confinement.

(a) The owner or keeper of any domesticated animal that has bitten any person so as to cause break in the skin shall immediately advise an Animal Control Specialist or law enforcement officer of the incident. Any such animal shall be immediately confined for a period of ten (10) days or longer on the advice of the Animal Control Specialist, attending veterinarian or the Health Department or Health Officer. Confined animals shall have no contact with the public, and it is unlawful for any person to remove any confined animal from the designated quarantine location. As they are not considered to be transmitters of the rabies virus, bites inflicted by domesticated rodents, rabbits, reptiles or fowl need not be reported pursuant to this Section.

(b) Confinement may be on the premises of the owner or keeper if deemed appropriate in the discretion of the Animal Control Specialist, attending veterinarian or Health Department, or Health Officer but the animal must remain within the City for a minimum of ten (10) days. If not confined on the premises of the owner or keeper, confinement will be at the animal shelter site or any veterinary hospital or boarding kennel within the City limits. Such confinement shall be at the expense of the owner or keeper. In the case of an animal whose owner or keeper cannot be located, such confinement shall be at the animal shelter. If the animal is confined on the owner's premises, an Animal Control Specialist may make frequent checks to determine the condition of the confined animal.

(c) The owner or keeper of any animal that has been reported as having inflicted a bite causing a break in the skin of any person shall, on demand of an Animal Control Specialist, produce said animal for examination and confinement, as prescribed in this Section. It is unlawful to give away, sell or remove any such animal from the City or to destroy such animal before it is properly confined by an Animal Control Specialist. It shall be unlawful for the owner of any such animal to fail or refuse to produce the animal on demand, and any such failure or refusal shall subject the owner to immediate arrest if there shall exist probable cause to believe that the animal in question has inflicted a bite upon a person and that the owner is harboring or keeping the animal and willfully refusing to produce the animal upon such demand. Upon arrest, the owner shall be taken by an Animal Control Specialist before a judge of the Municipal Court, who may order the immediate production of the animal. Each day of such willful refusal to produce the animal shall constitute a separate violation and offense.

(d) Every physician and other medical practitioner who treats a person for bites inflicted by an animal shall report such treatment to an Animal Control Specialist within twenty-four (24) hours, providing the name, address and telephone number of such person.

(e) The owner or keeper of any dog or cat shall inform the veterinarian before any rabies inoculation is given of whether the subject dog or cat is under bite confinement or has inflicted a bite on any person within the last ten (10) days. No rabies vaccination shall be given while the animal is under quarantine. When an animal under quarantine has been diagnosed by a licensed veterinarian as being rabid, the veterinarian making such diagnosis shall immediately notify an Animal Control Specialist and advise it of any reports of human contact with said animal.

(f) Animals known to have been bitten by or exposed to a rabid animal may be destroyed or released upon proof of current rabies immunization and booster injection provided by a licensed veterinarian at the expense of the owner or keeper. Prior to release, the owner shall make payment of all impoundment and other quarantine fees as applicable and vaccination for rabies. The owner or keeper of any animal released under this Section shall be required to keep said animal under quarantine for a period of six (6) months or as may be determined necessary by the treating veterinarian or the Health Department or Health Officer.

6.04.170 Public nuisance.

Under this Title, it shall be unlawful for any person to cause or constitute a public nuisance or to knowingly permit, encourage or unreasonably fail to prevent such nuisances. Nuisance, for purposes of this Section include, but are not limited to:

(a) Any continuous and habitual violation of any Section within this Title. Factors to be considered may be, but are not limited to, accumulated convictions for separate and distinct violations, degree of aggravation or failure of the owner to take corrective action for any violation or all violations.

(b) Negligence in allowing the accumulation of waste matter to the degree of creating a putrid, offensive, unsanitary or unhealthy condition to the surrounding area.

Public nuisances under this section are subject to the provisions of Chapter 8.08 of the GJMC.

6.04.180 Dangerous animals.

(a) Prohibited. No person shall own or harbor a dangerous animal within the City, except as provided in this chapter. Such dangerous animal shall be impounded as a public nuisance and/or public safety risk pursuant to the procedures set forth in GJMC § 6.04.210, and may be subject to disposition as contained therein.

(b) Confinement of Dangerous Animal. It shall be unlawful for any animal that has been found to be a dangerous animal by any court to be confined in a manner that does not include the following:

(1) When outside the owner's primary residence, the animal must be confined to an escape proof kennel approved by an Animal Control Specialist; or

(2) When outside of the owner's primary residence, the animal must be on a leash and under direct control of a responsible adult; and

(3) When outside of the owner's primary residence, the animal must be confined in such a manner that complies with any additional safety or confinement restrictions ordered by the court that found the animal dangerous unless amended by a court within Mesa County.

(c) Dangerous Animal – Special Permit Required. The owner of any animal that has been found to be a dangerous animal by any court and is residing within the City shall obtain an annual special permit and identification tag for such animal. The permit shall expire on December 31st of the year for which the permit is issued. An application for the special permit and identification tag shall be made to the City within 30 days of becoming a resident of the City and within 30 days prior to the expiration date of the existing permit. The dangerous animal special permit tag shall be worn by the dog at all times.

(d) Guard Dogs. The owner of any dog which has been specifically trained to attack people shall:

(1) Keep the dog confined to an area from which it cannot escape; or

(2) Keep the dog under complete control of the handler at all times; and

(3) Post warning signs bearing letters not less than 10 inches high conspicuously about the area of confinement indicating the presence of a guard dog.

6.04.190 Affirmative defenses to dangerous animal charges.

The Municipal Court shall consider the following affirmative defenses if evidence thereof is presented in determining whether an animal is dangerous:

(a) The underlying evidence leading to the charge against the animal as dangerous.

(b) Whether any injury or damage to a person by the animal was caused or contributed to by the actions of that person, including acts of physical abuse, tormenting, teasing or assaulting the animal.

(c) Whether a person injured or damaged by the animal was committing a trespass or other tort upon premises occupied by the owner or keeper of the animal or was committing or attempting to commit a crime.

(d) Whether any injury or damage to a domesticated animal was caused or contributed to by the actions and behavior of the domesticated animal such as teasing or attacking the animal.

(e) Whether a person injured or damaged by the animal had gained uninvited and unauthorized entry into the fenced or indoor property of the owner or keeper of the animal. As used in this Section, unauthorized entry does not include entry into a fenced residential front yard unless the yard is locked or posted to prohibit entry.

(f) Whether any injury or damage to a person by the animal was caused while the animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault.

6.04.200 Presumption of ownership of dangerous animal.

Any adult at whose residence a dangerous animal is kept or found shall be presumed to be an owner of such animal and shall have the burden of rebutting such presumption. If an animal has more than one (1) owner within the meaning of this Section, any one (1) of such owners may be prosecuted for violations of this Section whether or not any other owners are also prosecuted.

6.04.210 Impounded and seized animals; destruction of animals.

(a) Impoundment.

(1) Any time an Animal Control Specialist has reasonable suspicion to believe an animal has engaged in any form of prohibited behavior under this Title, or any other ordinance or any law of the State, is sick or injured, is a habitual offender of this Title which creates a public safety risk, or is abused and/or neglected, such animal may, at the discretion of an Animal Control Specialist, be taken into custody by an Animal Control Specialist and impounded.

(2) Unless other time frames are specifically provided for in this Title (including but not limited to bite confinement periods), any animal impounded which is not claimed within a five-days upon the conclusion of any required impoundment

period, may be disposed of by the animal shelter. Disposal may be by adoption, donation or humane destruction at the sole discretion of the animal shelter. During the period of impoundment, the Animal Control Specialist shall make a reasonable effort to ascertain and notify the owner.

(3) Any animal held as evidence at the animal shelter at the request of an Animal Control Specialist or law enforcement officer shall remain impounded pending a hearing. Any animal so impounded which is not claimed after resolution of the pending court matter, or for which fees are not paid as set forth in this Title, may be disposed of as set forth in Subsection 2 above.

(4) The owner of any impounded animal shall be responsible for the payment of all charges and fees, including those for impoundment, boarding, euthanasia, disposal, veterinary and all other services as needed. Fees and charges for impoundment of animals shall be as set by the resolution of City Council in accordance with the fees and charges incurred by the City. No impounded animal shall be released until the owner has paid or arranged to pay all such charges and fees. Failure of the owner of any impounded animal to claim such animal from the animal shelter shall not relieve the owner from payment of all applicable charges and fees as established by the shelter.

(5) In the sole discretion of the Animal Control Specialist, any dog found running at large, which is not otherwise a dangerous animal under the provisions of this Title, may be returned to its owner.

(6) Notice of Impoundment. When any animal has been impounded, an Animal Control Specialist shall as soon as practicable give notice in person, by letter, telephone, or service of a citation upon the owner of the animal's impoundment and disposition alternatives. If the animal's owner is unknown at the time of the impoundment, the Animal Control Specialist shall take all reasonable steps to identify the owner and provide such notification. If the animal's owner still cannot be established, the Animal Control Specialist may proceed with any disposition authorized by this chapter. The Animal Control Specialist shall maintain records of the times, dates, and manner of any notification or attempts at notification. Such records shall constitute prima facie evidence of notification or attempted notification.

(b) Seizure and immediate destruction.

(1) Any animal that has caused injury to any person or domesticated animal or which has without provocation attacked any person or domesticated animal or which otherwise meets the definition of a dangerous animal as set forth in this Title, and is found running at large, may be seized and impounded at the owner's expense by an Animal Control Specialist without notice to the owner. The Animal

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Control Specialist shall make reasonable effort to notify such owner after seizing and impounding the animal pursuant to this Section. If after making every reasonable attempt to seize such animal the Animal Control Specialist determines the animal cannot be captured without exposing the Animal Control Specialist or other persons to danger of personal injury from the animal, and the animal presents a present danger to any person or other animal, it shall be lawful for a law enforcement officer to humanely destroy the animal without notice to the owner. In the event an animal is destroyed pursuant to this section, the officer or an employee of the City shall make all reasonable attempts to notify the owner, and an officer or Animal Control Specialist may enforce any provision of this Animal Code against the owner as applicable.

(2) When a veterinarian, animal shelter, Animal Control Specialist or law enforcement officer has determined that an animal is critically ill or injured, is suffering extreme pain, or has a poor prognosis for recovery, nothing in this Title shall be construed to prevent the immediate impound and/or humane destruction of such domesticated or wild animal.

(c) Seizure for Sterilization

(1) Any cat that is contacted and not found to have ownership identification may be seized for the purpose of sterilization if it has not been sterilized or it cannot be ascertained that the cat has been sterilized.

(2) The City may partner with available non-profit agencies for the purpose of sterilizing any seized cats. Should no agency or program exist, sterilization at the expense of the City shall be at the discretion of the City Manager.

6.04.220 Hearing on disposition of seized animals; financial bonding requirements; destruction, seizure or release.

(a) Whenever an animal is seized or impounded pursuant to this Title and a summons and complaint has been served, depending on the nature of the charge pending, the animal owner may be summoned before the Municipal Court on the next available court date following the seizure or impoundment to address only the issue of disposition of the seized and impounded animal. The City, through its Animal Control Specialists, shall make reasonable efforts to notify the owner in writing by personal service or by posting notice on the front door of the owner's residence. Unless the animal owner waives the time frame for advance service of such notice in order to expedite a hearing, this notice shall be served at least five (5) days prior to the hearing and shall state the time, date, location and purpose of the hearing. Such hearings resulting from animal seizures or impoundments shall be held within ten (10) days of the seizure or impoundment in order to minimize the expense to the animal owners for impoundment of seized animals.

(b) If an animal is seized and impounded on an evidence hold and the owner cannot be ascertained or served with either a penalty assessment or summons and complaint, disposition of the animal may proceed in accordance with the time frames and requirements of this Section but the animal must be released from the evidence hold prior to disposition.

(c) If, on the date of the hearing, notice to the owner was provided as required under Subsection A, of this Section, the Municipal Court may proceed with the hearing as to the disposition of the animal, whether or not the owner appears.

(d) Formal rules of evidence shall not apply at such animal disposition hearings, and any statements made at such hearings shall not be used as evidence at any subsequent hearing in the prosecution of the underlying charges. If the City establishes by a preponderance of the evidence that there is a reasonable likelihood of future injury to persons, property or animals, the Municipal Court shall order the animal to remain impounded at the owner's expense until final disposition of the pending municipal charges. If the Municipal Court determines that it is inappropriate to order the animal impounded, the Municipal Court may order the animal returned to the owner and kept under such circumstances as will ensure the safety of persons, property or other animals, as the case may be.

(e) Financial bonding for cost of holding impounded animals.

(1) The owner of an animal that has been ordered impounded after the hearing may be required to post a bond with the Municipal Court in an amount sufficient to provide for the care and keeping of the animal from the date of impound, to the extent any such charges remain outstanding as of the date of the hearing, until the date set for trial on the pending municipal charges. Notice of such bond shall be given at the conclusion of the hearing to the owner, allowing five (5) days for the posting of such bond.

(2) If the owner does not appear at the disposition hearing, the City shall, if ascertainable, send notice of the bond amount to the owner allowing the owner five (5) days from the date of the notice to post such bond.

(3) Unless there is an evidentiary reason to hold an animal, if the owner fails to post the bond or cannot be ascertained by the City following reasonable efforts, the animal shall be deemed abandoned, and the animal shelter, upon issuance of a Municipal Court order, may dispose of the animal at any time after five (5) days from the date of notice, of the bond requirement. The date of notice shall be the later of the date the owner is provided notice or the date that the Animal Control Specialist or animal shelter makes reasonable efforts to ascertain and provide the owner with such notice. Animal Control shall be provided copies of all notices issued under this Section.

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(4) At the end of the time for which expenses are covered by the bond, the Municipal Court may determine disposition of the animal. The owner shall be liable for the cost of the care, keeping or disposal of the animal.

(f) Destruction, seizure or release on Municipal Court's order.

(1) If a penalty assessment or summons and complaint has been filed in the Municipal Court against the owner of an animal for a violation of this Animal Code, the Municipal Court may, upon making a finding that the animal is dangerous or that it represents a clear and present danger to the citizens or to other animals in the community, order the animal to be destroyed in a humane manner. Surrender of an animal by the owner thereof does not relieve or render the owner immune from the decision of the Municipal Court, or to the fees, fines or other penalties, and restitution which may result from a violation of this Animal Code.

(2) If the Municipal Court determines that an impounded animal should be released, the Court shall issue a release form signed by the Municipal Court Judge to the owner of the animal, which the owner shall present at the animal shelter to claim the animal. The Municipal Court shall also send a copy of the release form to Animal Control and to the animal shelter. Any animal held pursuant to court order may be disposed of by the animal shelter if unclaimed by the owner within five (5) days following the issuance of a court order authorizing the release of the animal.

(3) Trials involving charges resulting in animal seizures or impoundments shall be given reasonable priority on the Municipal Court docket to minimize the expense to animal owners for impoundment of seized animals.

6.04.230 PACFA guidelines.

Any person operating a pet animal facility within the City must have a valid license issued by the Commissioner of the Colorado Department of Agriculture and such person operating said pet animal facility must post or otherwise have available upon request said valid license to operate in accordance with "PACFA" - the Pet Animal Care and Facilities Act, C.R.S. §§ 35-80-101 through 117.

6.04.240 Service animal or emotional support animal.

(a) It shall be unlawful for any person to knowingly misrepresent an animal as a service animal.

(b) It shall be unlawful for any person to knowingly misrepresent an animal as a companion, assistance, or emotional support animal.

6.04.250 Agricultural Animals and Fowl.

(a) It shall be unlawful for any person who keeps any chickens, ducks, geese, turkeys, pigeons or other domestic fowl within the City to permit the yard or place within which such fowl are kept, by reason of any want of care, food, ventilation, cleanliness or otherwise, to be or become dangerous or detrimental to human health.

(b) The City Manager, his agent, or the County Health Department shall have the power to declare all yards or places where domestic fowl as described in subsection (a) of this section are kept in any unclean condition a nuisance, and the same shall be abated as such.

(c) It shall be unlawful for any person to permit any stable, stall, shed or apartment or any yard or appurtenance thereof in which any horse, cow, swine or any other animal is kept, or any other place in the City in which manure or liquid discharges of such animals shall collect or accumulate, to be kept in an unclean and unwholesome condition within the City so that an offensive smell is allowed to escape therefrom or otherwise to be or become dangerous or detrimental to human health; provided, that nothing in this subsection shall be construed to include manure deposits upon any private property for the purpose of cultivating such manure.

(d) The City Manager, his agent, or the County Health Department shall have the power to declare any stable, stall, shed or apartment or any yard or appurtenance thereof kept in any unclean or unwholesome condition a nuisance, and the same shall be abated as such.

6.04.260 Restrictions on sale of animals – Permit required.

(a) The City Council finds it is in the interest of the City of Grand Junction to regulate the sale and rehoming of animals pursuant to its home rule authority in Article XX of the Constitution of the State of Colorado and C.R.S. § 35-80-108(1)(o)(III).

(b) It shall be unlawful for any person to sell, trade, barter, lease, rent, give away, or display for any purpose a live animal on a public street, highway, median, recreation area, roadside, public right-of-way, commercial parking lot, public space, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event. This restriction shall not apply to:

(1) The sale of livestock;

(2) A pet animal facility licensed under Article 80 of Title 35 of the Colorado Revised Statutes;

(3) A pet animal owner, breeder, handler, or trainer while transporting a pet animal to or from exhibiting or competing at an event licensed, regulated, or sanctioned by the American Kennel Club, the United Kennel Club, or any other nationally recognized registering organization; or

(4) Hunting dogs bred or training for lawful hunting.

(c) Notwithstanding subsection (b) of this section, a person may display any dog or cat for the purpose of selling, giving away, trading, bartering or adopting the animal with a public pet rehoming permit.

(1) A public pet rehoming permit is not required when:

(i) An owner is selling, giving away, trading, bartering or adopting an animal from a private residence; or

(ii) An owner holds a current license issued by the Colorado Pet Animal Care and Facilities Act and is displaying the animals at that location; or

(iii) The owner is a governmental or tax-exempt, not for profit animal welfare organization and is involved in an organized adoption event.

(2) The public pet rehoming permit can be obtained at Grand Junction Police Department. The permit process will require the following:

(i) The owner/applicant will complete and submit a public pet rehoming permit application no less than five business days prior to the date needed; and

(ii) The owner/applicant will provide written documentation from a licensed veterinarian that the animals have been examined within seven days, are at least eight weeks old and current on all applicable vaccinations; and

(iii) The owner/applicant will provide written authority and contact information from the owner of the property on which the animals will be displayed.

(d) An Animal Services Officer shall forthwith investigate any credible complaint that a person is in violation of the permit required for public rehoming. In the event that the officer reasonably believes that this is the second offense or more of GJMC § 6.12.090, the animal(s) may be immediately seized and impounded.

6.04.270 Disposition of dead animals.

(a) It is unlawful for the owner of any animal which has perished to fail to dispose of such animal within twenty-four (24) hours of death by burial, incineration in a State approved facility, rendering or other State-approved means.

(b) It shall be unlawful to dump or abandon any dead animal on any public or private property within the City.

(c) If any animal dies on public property or on property other than that of the owner, it may be removed by an Animal Control Specialist. The owner shall be responsible for disposal fees, in addition to penalties for violation of this Section.

6.04.280 Cruelty to animals.

It shall be unlawful for any person knowingly, recklessly or with criminal negligence to overload, overwork, inflict violence upon or kill, torture, torment, mistreat, deprive of necessary sustenance, beat, mutilate, needlessly kill, carry or confine in or upon any vehicle in a cruel or reckless manner, or allow to be housed in a manner that results in repeated serious physical harm of any animal, or to cause any such acts or omissions to be done. Neglect of an animal resulting in the death of the animal shall constitute cruelty. Ownership of the animal or the commission of such acts or omissions on private property shall not be a defense to prosecution for violation of this Section.

6.04.290 Humane care and treatment.

(a) It shall be unlawful for any person to knowingly poison any domesticated or agricultural animal, or to knowingly distribute poison or toxicants on public or private property in any manner whatsoever that causes the poisoning of any domesticated or agricultural animal.

(b) A domesticated or agricultural animal is deprived of minimum care if it is not provided with care sufficient to preserve the health and well-being of the animal considering the species, breed and type of animal; and, except for emergencies or circumstances beyond the reasonable control of the owner or keeper, minimum care includes, but is not limited to, the following requirements:

(1) Food of sufficient quantity and quality to allow for normal growth or maintenance of body weight. Food receptacles should be located for easy accessibility to the domesticated animal and to minimize contamination from trash, debris and waste.

(2) Open or adequate access to water in sufficient quantity to satisfy the domesticated animal's needs. Water receptacles must be kept clean and sanitary and shall be of appropriate size and design for the animal; and positioned to prevent spillage.

(3) In case of domesticated animals, other than agricultural animals or fowl, such animals shall have available a structure of a style suitable for the species in question and sufficient to keep out the elements and such structure shall:

(i) Protect the animal from wind, rain, snow or sun;

(ii) Have adequate non-absorbent bedding (such as, wood chips, straw or blankets, or with the exception of a chicken coop, which must contain a sufficient quantity of absorbent litter) to protect against cold and dampness;

(iii) Be large enough to prevent overcrowding and to allow the animal to turn about freely and to easily stand and lie in a comfortable normal position;

(iv) Be structurally sound and maintained in good repair so as to contain the animal and protect it from injury and adverse conditions;

(v) Be adequately ventilated to provide for the health and comfort of the animal;

(vi) Be constructed of solid wood, fiberglass or other weather-resistant material. (No shelter may be constructed of metal except for a chicken coop);

(4) An animal shall be afforded immediate veterinary care if it is known or suspected to be ill or injured. The owner or person responsible for an animal shall provide prompt veterinary care when the animal is exhibiting signs of illness or injury that, to a reasonable person, would appear to cause, or be likely to cause, significant pain, distress, or risk of serious harm if left untreated.

(5) Both indoor and outdoor enclosures shall receive cleaning as necessary to remove pet solid waste and debris so as to minimize disease hazards, odor and danger to the animal. Cleaning of coops and outdoor enclosures for chickens shall comply with applicable provisions in Section 6.04.150.

(6) Animals with hair coats requiring grooming to prevent severe matting, filth accumulation or skin disease shall be groomed in accord with normal and accepted grooming practices.

(7) Animals which are being transported shall not be exposed to extremes in temperatures or weather conditions.

(8) It shall be unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any illegal game, exhibition, contest, fight, or combat between one (1) or more animals or between animals and humans, or to set free any animal for the purpose of chasing or having a race thereafter. This shall include, but is not limited to, hares or rabbits, cocks or other fowl, and dogs.

(9) It shall be unlawful for any person being the owner or keeper of a dog, cat, or other domesticated animal or pet to abandon such animal. Abandon does not mean transferring ownership to an animal rescue organization or another person.

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(10) It shall be unlawful for any person to sell, give away or barter any domestic dog or cat less than eight (8) weeks of age unless accompanied by its dame. This provision does not apply to animals being surrendered to an animal control agency, shelter, pound, or humane organization.

(11) It shall be unlawful for any person to place or confine an animal or allow an animal to be placed or confined in a motor vehicle without allowing cross-ventilation and under no circumstance shall a person confine any animal in any parked, closed vehicle on any public or private street, parking lot, or way for any amount of time that would endanger, or create an adverse condition placing at risk the health or well-being of such animal due to temperature, lack of food or drink or such other conditions as may reasonably be expected to cause suffering, disability or death. Any Animal Control Specialist or law enforcement officer observing an animal kept in violation of this Section may enter the vehicle, including through the use of reasonable force, and impound the animal, if the animal shows signs of stress. In addition to all other defenses and immunities provided by law, any such officer making entry for the purpose of this Section is immune from suit or liability, criminal or civil, caused by or arising out of such entry.

(12) It shall be unlawful to use or set, or cause to be used or set, a leghold, snare, instant kill, body gripping trap or such other trap which can cause pain, injury or suffering for the purpose of trapping any feral cat or domesticated animal.

(13) It shall be unlawful to tether an animal under circumstances that endanger its health, safety, or well-being; that unreasonably limits an animal's movement or allows the animal to reach an object, that poses a substantial risk of injury or strangulation to the animal; that present an unsafe or unsanitary condition; or that causes injury, stress, or demonstrable socialization problems to the animal.

(14) It shall be unlawful for any person to knowingly abandon an animal by leaving the animal with intent not to return. Abandonment includes, but is not limited to, the dumping of an animal from a moving or stationary motor vehicle. This Section shall not apply to voluntary relinquishments to the animal shelter, an Animal Control Specialist, or to a licensed veterinarian.

(15) It shall be unlawful for any person to cause, sponsor, instigate, allow or encourage any animal to fight with another of its own species or with another of a different species. It shall be unlawful for any person to train, breed or keep any animal for the purpose of fighting. It shall be unlawful for any person to maintain a place where animals are permitted to fight.

(16) Any person who, as the operator of a motor vehicle, strikes a domesticated animal shall immediately stop and, to the extent it is safe to do so, render such assistance as may be possible and shall immediately report injury or death to the

animals' owner or keeper. If the owner or keeper cannot be ascertained and located, such operator shall at once report the accident to an Animal Control Specialist or other law enforcement agency.

(17) It shall be unlawful to crop a dog's ears or dock a dog's tail, or to spay or neuter an animal, by anyone other than by a licensed veterinarian.

6.04.300 Capturing animals.

(a) An Animal Control Specialist or law enforcement officer is authorized to enter in or upon private property, including motor vehicles and fenced areas but not private buildings, to apprehend an animal running at large, a dangerous animal, an animal suspected of being infected with rabies, or an animal that the officer reasonably believes is neglected, sick or injured such that the animal faces a serious risk of death or substantial suffering.

(b) An Animal Control Specialist or law enforcement officer is authorized to use tranquilizer guns, humane traps or other suitable devices to subdue or apprehend a stray animal, pet animal running at large, or wild animal, and is authorized to destroy an animal that the officer reasonably believes to be an immediate danger to the officer or to the public.

(c) An Animal Control Specialist or law enforcement officer is authorized to place a humane trap on private property for the purpose of capturing a stray animal, wild animal, or domesticated or pet animal running at large, when requested to do so by the owner or possessor of the property.

(d) It shall be unlawful for any person to set or cause to be set any steel-jaw leg hold trap, snare, or any trap other than a humane trap for the purpose of capturing an animal, whether wild or domestic, except a licensed or recognized business that has been given permission by the Colorado Parks and Wildlife, the Tri-County Health Department or similar agency, or an Animal Control Specialist. Any trapping authorized under this Section must be in compliance with the Colorado Revised Statutes.

6.04.310 Feeding of wild animals prohibited.

(a) It is unlawful for any person to feed, provide, leave, distribute or scatter attractants in a manner in which any wild animal would reasonably be able to gain access to such attractant, or which might entice any wild animal within the City.

(b) This Section shall not apply to any person utilizing a bird feeder, provided that the feeder is elevated or suspended on a pole, (e.g. shepherd's pole), cable or other similar device to make it inaccessible to wild animals and the area below the feeder is kept free from the accumulation of seeds and seed debris and waste debris.

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(c) It is unlawful for any person to dispense, feed of otherwise make available to any birds, either on such person's property, or on the property of another, or of the City any type or amount of food in a manner that:

(1) Creates an unclean, unsafe or unsanitary condition either on such person's property or on the property of another or of the City.

(2) Results in the accumulation of droppings, feces, or feathers either on such person's property or on the property of another or of the City.

(3) Creates an unreasonable disturbance either on such person's property or on the property of another or of the City.

(4) Attracts other wildlife, vermin, or pests either to such person's property or the property of another or of the City.

(5) Otherwise deleteriously affects the quiet enjoyment by others of any private or public property.

6.04.320 Keeping livestock, wild, or exotic animals.

(a) It shall be unlawful for any person to own, possess, harbor, sell, or in any other manner traffic the following species of animals:

(1) All venomous animals, and any animal whose venom, toxin, secretion, bite, sting, or contact exposure is medically significant to humans. For purposes of this Section, “medically significant to humans” means reasonably capable of, under ordinary handling, keeping, or exposure conditions, causing death, serious bodily injury, significant illness, or requiring emergency or professional medical treatment to a human.

(2) All non-venomous snakes with a length greater than six (6) feet measured from the tip of the nose to the tip of the tail, unless the owner has obtained and maintains a large reptile permit issued pursuant to subsection (f) of this Section.

(3) All non-venomous reptiles, with a length greater than three (3) feet measured from the tip of the nose to the tip of the tail, unless the owner has obtained and maintains a large reptile permit issued pursuant to subsection (f) of this Section.

(4) Gorillas, chimpanzees, orangutans, baboons and any other primates.

(5) Any species of feline not falling within the categories of ordinary domesticated house cats.

(6) Bears of any species.

(7) Marsupials, squirrels, minks, raccoons, porcupines, skunks, badgers or other like species, except ferrets (Mustela furo).

(8) Foxes, wolves, coyotes or other species of canines other than dogs.

(9) Crocodilians and monitor lizards.

(10) Any animal that is not indigenous to the state and is not classified as a domesticated animal or pet.

(b) Domestication of any prohibited animal shall not affect its status under this Section. In the event of uncertainty whether a particular animal is a prohibited animal, it shall be presumed prohibited until proven not prohibited by a preponderance of the evidence to the satisfaction of the Municipal Court.

(c) Livestock is not permitted unless allowed under the zoning provision of Title 21 of the GJMC. Permitted livestock shall be contained within a secure fence and shall keep such animals from streets, parks and other public areas as well as other private premises.

(d) This Section shall not apply to any zoological garden or any special event sanctioned by the City or other governmental entity, or any approved research institute using livestock, wild, or exotic animals for scientific research, or any state licensed wildlife rehabilitator, organization or individual who performs wildlife rescue and rehabilitation.

(e) Animal Control Specialists or law enforcement officers will have the authority to apprehend any livestock, wild, or exotic animal that may be at large within the City. Such livestock, wild, or exotic animal may be impounded, released in wild areas which are representative of the animal's natural habitat, released to an appropriate keeper or humanely destroyed. Animal Control Specialists or law enforcement officers are authorized to use any firearm to subdue or destroy any livestock, wild, or exotic animal that is determined by the Animal Control Specialist or law enforcement officer, in his or her discretion, to be of danger to either itself or to the public health and safety.

(f) Large reptile permit.

(1) Permit required. A person may own, possess, harbor, keep, or maintain an animal described in subsection (a)(2) or subsection (a)(3) of this Section only if the person has obtained and maintains a valid large reptile permit issued by the City. A large reptile permit shall not authorize possession of any animal otherwise prohibited by this Section, federal law, state law, Colorado Parks and Wildlife regulation, Colorado Department of Agriculture regulation, or any other applicable legal authority. This permitting requirement is adopted to protect the public health, safety, and welfare by ensuring that large reptiles are lawfully possessed, securely contained, humanely maintained, and kept in a manner that minimizes the risk of escape, injury, nuisance, or other harm to persons, animals, property, or the community.

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(2) Existing animals; grandfather permit. A person who lawfully owns or possesses an animal described in subsection (a)(2) or subsection (a)(3) on the effective date of this ordinance may continue to keep the animal only if the person applies for a large reptile permit within ninety (90) days after the effective date of this ordinance. The animal may remain with the owner while the application is pending, provided the animal is securely enclosed, lawfully possessed under all applicable law, and does not create an immediate risk to public health, safety, or welfare.

(3) Future acquisition. A person shall not acquire, purchase, receive, import, relocate, or bring into the City any animal described in subsection (a)(2) or subsection (a)(3) unless the person has first obtained a large reptile permit from the City.

(4) Application. An application for a large reptile permit shall be submitted to the Grand Junction Police Department Animal Control Services Unit, or other City-designated office, on a form approved by the Chief of Police or the Chief's designee. The application may require, at a minimum:

(i) The applicant's name, address, phone number, and email address;

(ii) The location where the animal will be kept;

(iii) The animal's common name, scientific name if known, age, sex if known, current length, expected adult length, and photographs sufficient to identify the animal;

(iv) Proof that the animal is lawfully possessed under federal law, state law, Colorado Parks and Wildlife regulations, and Colorado Department of Agriculture regulations, if applicable;

(v) A description and photographs of the enclosure, including materials, dimensions, locking mechanisms, ventilation, temperature control, humidity control, sanitation, and escape-prevention measures;

(vi) A written care plan addressing housing, diet, water, veterinary care, sanitation, temperature, humidity, handling, and transport;

(vii) A written emergency and escape-response plan, including immediate notification to Animal Control if the animal escapes, is lost, is stolen, is transferred, or dies;

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(viii) Identification of a veterinarian, qualified reptile specialist, rescue, sanctuary, or other appropriate placement resource capable of assisting with the animal if needed;

(ix) Agreement that the owner is responsible for all costs associated with escape response, capture, transport, veterinary care, housing, impoundment, boarding, placement, or other costs incurred by the City as a result of the animal; and

(x) Payment of any fee established by City Council resolution.

(5) Permit issuance. The Chief of Police or the Chief's designee may issue a large reptile permit if the City determines that:

(i) The animal is not prohibited under this Section or any other applicable law;

(ii) The animal is lawfully possessed under all applicable federal, state, and local requirements;

(iii) The enclosure is secure, escape-resistant, sanitary, appropriately sized, and suitable for the species, size, and needs of the animal and meets the requirements of 8 CCR 1202-15:12 for the relevant species;

(iv) The animal can be kept without creating an unreasonable risk to public health, safety, or welfare;

(v) The applicant has demonstrated the ability to provide humane care, safe containment, safe handling, and appropriate transport; and

(vi) The applicant has provided an adequate emergency, escape-response, and placement plan.

(6) Permit conditions. A large reptile permit shall be animal-specific, owner-specific, location-specific, and nontransferable. The City may impose conditions necessary to protect public health, safety, animal welfare, and neighborhood welfare. Conditions may include enclosure requirements, handling restrictions, transport restrictions, signage, emergency contact requirements, proof of veterinary care, renewal requirements, and limits on breeding, transfer, public display, or commercial use. All such conditions shall be for the public health, welfare, and safety.

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(7) Permit term and renewal. A large reptile permit shall be valid for either one (1) year or three (3) years, depending on the permit issued by the City, unless revoked sooner. The City may establish different fees for one-year and three-year permits by City Council resolution. The permit holder shall apply for renewal before the permit expires. Failure to renew the permit shall constitute a violation of this Section unless the owner has relinquished possession pursuant to this Section.

(8) Inspection. Animal Control may inspect the animal, enclosure, and premises before issuing or renewing a permit. Refusal to allow inspection may be grounds for denial of the permit.

(9) Immediate reporting. The permit holder shall immediately notify Animal Control if the animal escapes, is lost, is stolen, is transferred, is sold, dies, injures or bites a person or animal, or is no longer kept at the permitted location. , suspension, or revocation. The Chief of Police or the Chief's designee may deny, suspend, or revoke a large reptile permit if:

(10) Denial, suspension, or revocation. The Chief of Police or the Chief's designee may deny, suspend, or revoke a large reptile permit if:

(i) The applicant provides false, misleading, or incomplete information;

(ii) The animal is prohibited by this Section or by federal or state law;

(iii) The enclosure is not secure, sanitary, appropriate, or escape-resistant or meets the requirements of 8 CCR 1202-15:12 for the relevant species;

(iv) The animal creates an unreasonable risk to public health, safety, or welfare;

(v) The owner fails to comply with this Section, permit conditions, inspection requirements, fee requirements, or any lawful order of Animal Control; or

(vi) The animal escapes, is allowed to run at large, is kept inhumanely, or is maintained in a manner that creates a nuisance or public-safety risk.

(11) Effect of denial or revocation. If a permit is denied, suspended, revoked, or not renewed, the owner shall remove the animal from the City, surrender the animal to an approved lawful placement, or otherwise lawfully dispose of the animal within the reasonable time established by Animal Control. Failure to do so

shall constitute a violation of this Section and may result in seizure or impoundment.

(12) Notice and appeal.

(i) In the event the City denies, suspends, revokes, or does not renew a permit, the Chief of Police or designee shall notify the applicant or permittee in writing. Such notification shall state the grounds for such denial, suspension, revocation, or non-renewal with that degree of specificity which will inform the applicant or permittee of the measures or actions which must be taken by the applicant prior to issuance of a permit or for reinstatement of the permit.

(ii) Upon receipt of notification of denial, suspension, revocation, or non-renewal of a permit, the applicant may request a hearing to be held by the City Manager, provided the request is submitted in writing to the City Manager within 10 working days of receipt of the City's original notification. At such hearing the applicant shall have the burden of establishing that the conditions set out in subsection (f) of this section are met.

(iii) Upon review of the evidence, the City Manager shall make written findings of fact. Thereupon the City may issue an order issuing or reinstating a permit, or directing that such permit shall not be issued or reinstated, or giving such other or further orders and directives as are necessary and appropriate. Such order shall be considered a final action.

6.04.330 Fees.

(a) Fees for permits, licenses, impound, adoptions and other services or fees shall be established by resolution of the City Council..

(b) Fees shall be waived for any active certified governmental police dogs, military dogs or service dogs provided the owner has appropriate certifying documentation.

(c) It shall be unlawful to fail to pay for permits, licenses, impound, adoption or any other services or fees levied by the City and/or the local animal shelter.

6.04.340 Penalties.

(a) Procedure. Whenever a law enforcement officer or Animal Control Specialist has personal knowledge or probable cause to believe that a violation of this chapter has occurred, they may arrest the alleged violator, and either issue a penalty assessment

notice pursuant to GJMC § 2.28.100, or issue a summons and complaint pursuant to GJMC § 2.28.110.

(b) Penalty Assessment Procedure.

(1) Penalty Assessment. The penalty assessment procedure consists of personal service of written notice upon a person charged with violating this Title. Personal service may be waived. The alleged violator may be released upon conditions of the notice, or may choose to appear before a judge in a court of competent jurisdiction if conditions for release are not met. Conditions for release shall include payment of the applicable fine.

(2) Summons and Complaint. The summons and complaint procedure consists of personal service, or waiver by the recipient, of a summons and complaint. The summons requires the recipient to appear before the Municipal Court Judge at a specified time and place to answer to charges of violating this chapter, as set forth in the complaint.

(3) Mandatory Court. A summons and complaint shall be issued to anyone who is:

(i) Charged under GJMC § 6.04.180 involving a dangerous dog;

(ii) Charged under GJMC § 6.04.280 involving cruelty to an animal;

(iii) Charged under GJMC § 6.04.260 as a second violation or more for GJMC § 6.04.260;

(iv) Charged under GJMC § 6.04.210 involving failure to comply with impound requirements;

(v) Known to have been issued three or more penalty assessment notices for violation of this chapter within the last two years; or

(vi) Charged with a violation of this chapter involving serious bodily injury to or death of any person or animal.

(vii) Charged with a violation of this chapter involving damage to property or injury to any person or animal where restitution may be required.

(4) Optional Court. Except for the mandatory requirement for court set forth in subsection (3) of this section, an Animal Services Officer may, at his discretion, issue either a penalty assessment notice or a summons and complaint.

(5) Content. A penalty assessment notice as well as a summons and complaint shall contain the following:

(i) Document sworn to by the arresting officer;

(ii) Name of the alleged offender;

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(iii) Specific offense;

(iv) Applicable fine;

(v) A brief summary of the circumstances of the offense, including the alleged offender's attitude.

(c) Except as provided in this section, any violation of this Title where a summons and complaint are issued which do not involve bodily injury to any person or animal shall be punishable upon conviction by a fine of not more than $500.00. If the animal owner has been convicted of three or more violations of any section of this chapter not involving bodily injury within a two-year period, the Court may impose a sentence of imprisonment in the County jail for not more than 90 days in addition to any fine and may order the destruction of the animal.

(d) Except as provided in this section, any violation of this Animal Code where a summons and complaint are issued which involve bodily injury to any person or bodily injury or death to an animal by an animal shall be punishable upon conviction by a fine of not less than $250.00 nor more than $1,000, or by imprisonment of not less than three months nor more than 364 days, or by both such fine and imprisonment for each separate offense. In addition, the Court may order the destruction of the animal upon conviction of the owner of any violation with bodily injury.

(e) Pursuant to People's Ordinance No. 30 (1956), the court may impose a fine of not less than $1.00 and not more than $300.00 for any violation of GJMC § 6.04.110 where the at-large animal is a dog, in addition to any other sentence or imprisonment or other sanctions deemed appropriate by the court in accordance with this Animal Code. Each day any violation of GJMC § 6.04.110 continues involving a dog constitutes a new violation. The head of any household having a dog in its possession shall be presumed to be the owner or possessor of such dog.

(f) The Animal Control Specialist, or the City Attorney or designee may recommend that one or more special sanctions be levied against any owner convicted of any violation of this Title. This recommendation may be presented to the Municipal Court as a proposed condition of sentencing upon conviction and may be in lieu of or in addition to any other penalty permitted under the Municipal Code. The Municipal Court may take into consideration the severity of the incident, the prior history of the animal or the owner and the recommendation of the Animal Control Specialist, City Attorney, or designee. Without in any way limiting the power of the Municipal Court to impose special sanctions as it deems appropriate, special sanctions may include, but are not limited to:

(1) Construction of a proper animal enclosure (built to specifications as ordered by the Municipal Court and in compliance with City zoning requirements).

(2) Microchipping, spaying or neutering of the animal.

(3) Obedience training or behavior modification.

(4) Responsible pet ownership class(es).

(5) Community service work.

(6) Surrender or euthanasia of the animal.

(7) Prohibition from owning animals for a specified period of time.

(8) Use of specified humane training devices for behavior modification.

(9) Inspections of premises where the animal is kept.

(10) Restitution for costs of care rendered, shelter provided at the animal shelter and costs of veterinary care and medical treatment.

(11) Treatment or counseling programs.

(12) Any other appropriate sanction.

(g) In addition to payment of any fine or other punishment, any person violating this Title shall be required as a condition of probation or sentencing to pay to the Animal Shelter all applicable fees and charges pursuant to this chapter, and costs of prosecution as may be required by the court.

(h) Suspension of any penalty or punishment for violation of this Title may be conditioned upon compliance with any reasonable order or condition designed to protect the public or abate a public nuisance caused by an owner's animal.

6.04.350 Penalty assessment – Fine schedule.

If the penalty assessment procedure is used by the Animal Control Specialist or any arresting law enforcement officer, the following fine schedule shall be applied for violations of any section of this chapter which are committed or repeated by the same person within two years from the date of any prior offense:

First offense (up to)	$50.00
Second offense (up to)	$100.00
Third offense (up to)	$250.00
Fourth and subsequent offenses (up to)	$500.00

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Penalties for violation of GJMC § 6.04.110, Animals Running at Large, shall include a surcharge of $25.00 payable to the City of Grand Junction Parks and Recreation Department for the establishment and maintenance of dog park(s). Fines shall not be suspended or waived in order to offset the surcharge.

Penalties for violation of GJMC § 6.04.110, Animals Running at Large, shall include a surcharge of $50.00 payable to Mesa County Animal Services Canine Spay/Neuter Voucher Program if a dog owner cannot provide proof that the dog has been spayed or neutered. The surcharge cannot be waived unless the dog owner provides documentation from Mesa County Animal Services proving that the animal was subsequently neutered.

Surcharges are separate and apart from the fine. Fines shall not be specifically suspended or waived in order to offset a surcharge, but may otherwise be suspended or waived as deemed appropriate by the court.

6.04.360 Immunity from liability.

The City and its employees and agents and the animal shelter and its employees shall be immune from liability for any actions taken pursuant to this Title.

6.04.370 Indemnity Clause.

The City Council, the Health Officer, Director, Animal Services Officers, or any other employees, persons or agents authorized to enforce the provisions of this chapter shall not be held responsible for any accident or subsequent disease or for any loss or damages resulting from administration of this chapter.

6.04.380 Severability Clause.

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this chapter which can be given effect without the invalid provisions or applications, and to this end, the provisions of this chapter are declared to be severable.

Section 3. Codification.

The City Clerk and the City's codifier are authorized and directed to make such non-substantive formatting, numbering, and stylistic changes as necessary to codify this ordinance into the Grand Junction Municipal Code, including updating internal cross-references.

Section 4. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date.

This ordinance shall take effect in accordance with the City Charter following its passage and publication.

Introduced on first reading the _____ day of _____, 2026, and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2026, and ordered published in pamphlet form.

_____

Laurel Lutz

President of City Council

ATTEST:

_____

Selestina Sandoval

City Clerk

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Grand Junction City Council

Regular Session

Item #5.b.ii.

Meeting Date: August 5, 2026

Presented By:

Department: Community Development

Submitted By:

Information

SUBJECT:

An Ordinance for a Purchase and Sale Agreement for Approximately 3.3 Acres of City-Owned Property to Grand Junction Homes, LLC for Affordable Housing, and Authorizing the City Manager to Sign, Pursuant to Voter Approval ***(Continued to August 14, 2026)***

RECOMMENDATION:

EXECUTIVE SUMMARY:

Grand Junction Homes, LLC (Developer) seeks to purchase approximately 3.3 acres of the 21.78- acre property known as "The Salt Flats" for the development of approximately 48 for-sale housing units. Juniper Grove, a 48-unit affordable housing homeownership project, will serve households with incomes of less than 100% AMI. Completion of this project is anticipated by Winter 2027. This project aligns with the City's housing strategies and Prop 123 goals.

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

The property is proposed to be conveyed for $0.

SUGGESTED MOTION:

Attachments

None

Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: August 5, 2026

Presented By: Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Execute a Development and Funding Agreement with Grand Junction Homes, LLC for the Development of 48 For Sale Units at 450 28 Rd to Help Eligible Households Achieve Homeownership Within the City Limits of Grand Junction

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item authorizes the City Manager to execute a Development and Funding Agreement with Grand Junction Homes, LLC related to the conveyance and development of 3.3 acres, a portion of Lot 4, Grand View Common Subdivision, within the City-owned Salt Flats property at 450 28 Road. The project will include approximately 48 deed-restricted, for-sale homes serving households at or below 100% Area Median Income, utilizing a fee-simple homeownership model without an HOA to reduce monthly costs and support long-term affordability. The agreement also allows the City to provide up to approximately $156,330.00 for the construction of public improvements such as roads and utilities, and an additional $593,340 for water connection fees and sewer plant investment fees approved in the 2026 annual budget through Ordinance 5286.

BACKGROUND OR DETAILED INFORMATION:

In January 2025, the City acquired the 21.78-acre Salt Flats property at 450 28 Road to support future affordable and attainable housing development. Following a competitive Request for Proposals process, Rural Homes—an experienced affordable

homeownership developer—was selected as one of the development partners for the site.

Grand Junction Homes, LLC, a Colorado limited liability company, an affiliate of Rural Homes, currently maintains a lease agreement approved through Ordinance No 5277 for a portion of Lot 4, Grand View Commons Subdivision at 450 28 Rd, known as the Salt Flats. Currently, in the process of subdividing the 3.3 acres for the development of 48 deed-restricted, for-sale homes serving households at or below 100% Area Median Income (AMI). The development will include a mix of single-family detached homes and duplex homes utilizing a fee-simple homeownership model with deed restrictions and no HOA to reduce ongoing monthly costs and support long-term affordability. The project will also utilize a volumetric construction partnership with Fading West to help reduce construction costs and accelerate delivery timelines through modular construction.

To ensure that the project remains affordable to the local workforce, in a separate Purchase and Sale Agreement, the City has offered the property at no costs to the developer. The Development and Funding Agreement, the City will provide $156,330.00 for the construction of public improvements such as roads and utilities, and an additional $593,340 for water connection fees and sewer plant investment fees approved in the 2026 annual budget through Ordinance 5286. The agreement outlines that the developer must finalize and record a subdivision plat of no less than 48 lots, provide evidence of expenditures for the public infrastructure up to the budgeted amount, provide copies of the building permits for 48 units, and include a deed restriction on the units in alignment with the Affordable Housing Fund Landbanking Program.

This action represents an important step toward implementation of the Salt Flats master-planned community, which is anticipated to deliver between 324 and 475 mixed-income housing units across the site and aligns with the City's 2024 Housing Strategy to leverage City-owned land to expand affordable housing opportunities.

FISCAL IMPACT:

Funding for this project was included in the City's 2026 Annual Budget and previously approved by Council. This includes $156,300 for public infrastructure improvements and $593,340 in production incentives for water connection fees and sewer Plant Investment Fees. Approval of this agreement authorizes the conditional allocation of these previously budgeted funds to Grand Junction Homes, LLC.

SUGGESTED MOTION:

I move to adopt Resolution No. 38-26, A Resolution Authorizing the City Manager to Execute a Development and Funding Agreement with Grand Junction Homes, LLC for

the Development of 48 For Sale Units at 450 28 Rd to Help Eligible Households Achieve Homeownership Within the City Limits of Grand Junction

Attachments

1. AGR-Grand Junction Homes Agreement
2. RES-Grand Junction Homes Development Agreement

RESOLUTION __-26

AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AND FUNDING AGREEMENT WITH GRAND JUNCTION HOMES, LLC FOR THE DEVELOPMENT OF 48 UNITS AT 450 28 RD TO HELP ELIGIBLE HOUSEHOLDS ACHIEVE HOME OWNERSHIP WITHIN THE CITY LIMITS OF GRAND JUNCTION

Recitals:

Grand Junction Homes, LLC ("Developer"), an affiliate of Rural Homes, has requested that the City assist in funding public infrastructure and land contribution at no cost associated with the development of an affordable homeownership project located on a portion of Lot 4, Grand View Commons Subdivision at 450 28 Road, Grand Junction, Colorado, commonly referred to as the Salt Flats site ("Project").

In January 2025, the City of Grand Junction acquired approximately 21.78 acres of property located at 450 28 Road for the purpose of supporting the development of affordable and attainable housing within the community. Following a competitive Request for Proposals process, Rural Homes was selected as one of the development partners for the site.

Grand Junction Homes, LLC currently maintains a lease agreement approved through Ordinance No. 5277 for a portion of Lot 4 within the Salt Flats property. The Developer is in the process of subdividing approximately 3.3 acres of the property to develop forty-eight (48) deed-restricted homes for sale serving households at or below one hundred percent (100%) Area Median Income (AMI).

The Project will consist of eight (8) single-family detached homes and forty (40) attached duplex homes utilizing a fee-simple homeownership model with deed restrictions and no homeowners association in order to reduce ongoing monthly costs and support long-term affordability.

The Project will utilize a modular construction partnership with Fading West to reduce construction costs and accelerate delivery timelines.

To ensure the Project remains affordable to the local workforce, the City has offered the property to the Developer at no cost and $156,330 of the City budgeted approximately $1,000,000 in the 2026 budget to support construction of necessary public infrastructure associated with the Salt Flats Site. Additionally, Resolution No. 45-25, a Resolution Repealing and Readopting a Production Incentive for Affordable and Attainable Housing Units in the City of Grand Junction, Colorado, and as approved in the City's 2026 Annual Budget by Ordinance No. 5286, the City committed to paying, a total of $593,340 ($279,228 for water Connection Fees and $314,112 for sewer Plant Investment fees) on behalf of the project.

DRAFT

The City's financial support for the Project is conditioned upon the Developer recording a subdivision plat creating no fewer than forty-eight (48) lots, commencing construction of public improvements, obtaining building permits for forty-eight (48) residential units, and recording deed restrictions consistent with the Affordable Housing Financing Fund Land Banking Program.

The Project represents an important step toward implementation of the Salt Flats master-planned community, which is anticipated to deliver between approximately 324 and 475 mixed-income housing units across the site and aligns with the City's 2024 Housing Strategy to leverage City-owned land to expand affordable housing opportunities.

City Council finds and determines that it is right and proper to conditionally support the Project through a financial commitment for public infrastructure in an amount not to exceed $156,330 and in production incentives for the project. This includes $279,228 for water connection fees and $314,112 for sewer plant investment fees.

With the passage and adoption of this Resolution, the City Council is authorizing the City Manager to finalize and execute a Funding and Development Agreement outlining expectations for performance, affordability requirements, and timing for the City contribution ("Development Agreement").

The funding contemplated by this Resolution is expressly contingent and conditioned upon execution of the Development Agreement and satisfaction of the conditions outlined therein.

For and in consideration of the foregoing Recitals, the City Council authorizes the City Manager, City Attorney and other City staff to act in accordance with and pursuant to this Resolution.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute notices of award and agreement in the amount of $749,670 for as provided herein, and as further described in the proposal.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Recitals are incorporated herein and in consideration of the same and with due deliberation the City Council expresses its conditional support for a financial commitment by the City in an amount not to exceed $156,330.00 for the construction of public improvements such as roads and utilities, and an additional $593,340 for water connection fees and sewer plant investment fees associated with the Grand Junction Homes affordable homeownership project at the Salt Flats site.

DRAFT

2. The City Council by and with this Resolution authorizes the City Manager and City Attorney to finalize and execute a Development Agreement with the Developer outlining expectations for performance, affordability requirements, and timing for the City contribution.

3. The City Council by and with this Resolution authorizes the City Manager to utilize funds allocated in the City's 2026 budget for public infrastructure improvements and the affordable housing incentive expenses associated with the Project, subject to the conditions outlined in the Development Agreement.

4. This Resolution and any commitments made or purported to be made are conditional and the City shall not be obligated unless and until each and every condition of law and policy are satisfied as determined by the City Council in its sole and absolute discretion.

FURTHERMORE, BE IT RESOLVED THAT:

With the adoption of this Resolution the City Council is not deciding any matter that relates, or may be claimed to relate, to land use approvals or any other matter not taken up herein.

Passed and adopted this ___ day of _____, 2026.

_____

Laurel Lutz
President of the City Council

ATTEST:

_____

Selestina Sandoval
City Clerk

DRAFT

RESOLUTION __-26

AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AND FUNDING AGREEMENT WITH GRAND JUNCTION HOMES, LLC FOR THE DEVELOPMENT OF 48 UNITS AT 450 28 RD TO HELP ELIGIBLE HOUSEHOLDS ACHIEVE HOME OWNERSHIP WITHIN THE CITY LIMITS OF GRAND JUNCTION

Recitals:

Grand Junction Homes, LLC ("Developer"), an affiliate of Rural Homes, has requested that the City assist in funding public infrastructure and land contribution at no cost associated with the development of an affordable homeownership project located on a portion of Lot 4, Grand View Commons Subdivision at 450 28 Road, Grand Junction, Colorado, commonly referred to as the Salt Flats site ("Project").

In January 2025, the City of Grand Junction acquired approximately 21.78 acres of property located at 450 28 Road for the purpose of supporting the development of affordable and attainable housing within the community. Following a competitive Request for Proposals process, Rural Homes was selected as one of the development partners for the site.

Grand Junction Homes, LLC currently maintains a lease agreement approved through Ordinance No. 5277 for a portion of Lot 4 within the Salt Flats property. The Developer is in the process of subdividing approximately 3.3 acres of the property to develop forty-eight (48) deed-restricted homes for sale serving households at or below one hundred percent (100%) Area Median Income (AMI).

The Project will consist of eight (8) single-family detached homes and forty (40) attached duplex homes utilizing a fee-simple homeownership model with deed restrictions and no homeowners association in order to reduce ongoing monthly costs and support long-term affordability.

The Project will utilize a modular construction partnership with Fading West to reduce construction costs and accelerate delivery timelines.

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DRAFT

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The Project represents an important step toward implementation of the Salt Flats master-planned community, which is anticipated to deliver between approximately 324 and 475 mixed-income housing units across the site and aligns with the City's 2024 Housing Strategy to leverage City-owned land to expand affordable housing opportunities.

City Council finds and determines that it is right and proper to conditionally support the Project through a financial commitment for public infrastructure in an amount not to exceed $156,330 and in production incentives for the project. This includes $279,228 for water connection fees and $314,112 for sewer plant investment fees.

With the passage and adoption of this Resolution, the City Council is authorizing the City Manager to finalize and execute a Funding and Development Agreement outlining expectations for performance, affordability requirements, and timing for the City contribution ("Development Agreement").

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For and in consideration of the foregoing Recitals, the City Council authorizes the City Manager, City Attorney and other City staff to act in accordance with and pursuant to this Resolution.

NOW THEREFORE, the City Council of the City of Grand Junction authorizes the City Manager to execute notices of award and agreement in the amount of $749,670 for as provided herein, and as further described in the proposal.

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DRAFT

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3. The City Council by and with this Resolution authorizes the City Manager to utilize funds allocated in the City's 2026 budget for public infrastructure improvements and the affordable housing incentive expenses associated with the Project, subject to the conditions outlined in the Development Agreement.

4. This Resolution and any commitments made or purported to be made are conditional and the City shall not be obligated unless and until each and every condition of law and policy are satisfied as determined by the City Council in its sole and absolute discretion.

FURTHERMORE, BE IT RESOLVED THAT:

With the adoption of this Resolution the City Council is not deciding any matter that relates, or may be claimed to relate, to land use approvals or any other matter not taken up herein.

Passed and adopted this ___ day of _____, 2026.

_____

Laurel Lutz
President of the City Council

ATTEST:

_____

Selestina Sandoval
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #6.b.

Meeting Date: August 5, 2026

Presented By: Ashley Chambers, Housing Manager

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Authorizing the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Units by 3% for the 2027-2029 Cycle

RECOMMENDATION:

Staff recommends approval of this item.

EXECUTIVE SUMMARY:

This item authorizes the City Manager to Make a Proposition 123 Commitment to Increase Affordable Housing Commitment for the 2027-2029 Cycle using the revised methodology established under House Bill 26-1313. Based upon this calculation, the City is required to commit to the production of approximately 348 affordable housing units during the upcoming three-year commitment period.

BACKGROUND OR DETAILED INFORMATION:

Colorado voters approved Proposition 123 in November 2022, creating the State Affordable Housing Fund to provide a permanent statewide funding source dedicated to expanding affordable housing opportunities. The program is funded through 0.1 percent of Colorado state income tax revenues and supports a broad range of housing activities, including affordable rental and homeownership development, land banking, infrastructure, preservation, rental assistance, and other housing initiatives. Participation in Proposition 123 is voluntary; however, local governments seeking eligibility for Proposition 123 funding programs must adopt a formal commitment to increase their affordable housing supply over a three-year commitment cycle.

Following voter approval, the Colorado General Assembly adopted House Bill 23-1304 during the 2023 legislative session, refining the original ballot measure by clarifying implementation requirements, strengthening provisions for regional collaboration, and

establishing additional guidance regarding affordable housing commitments and compliance.

Background

On October 18, 2023, the City Council adopted Resolution No. 74-23, committing the City of Grand Junction to produce 374 affordable housing units during the initial 2024–2026 Proposition 123 commitment period. Since adopting that commitment, the City has actively partnered with nonprofit organizations, housing authorities, private developers, regional governments, and state agencies to advance affordable housing opportunities throughout the community. These efforts have included implementation of the Affordable Housing Incentive Program, expansion of the Accessory Dwelling Unit (ADU) Production Program, strategic land acquisitions, infrastructure investments, development of the Salt Flats neighborhood, support for affordable rental and homeownership projects, and continued submission of these qualifying affordable housing units to the Colorado Department of Local Affairs (DOLA) Proposition 123 Unit Portal.

In April 2026, the City of Grand Junction became the largest city in Colorado to achieve compliance with all Proposition 123 requirements by meeting both its affordable housing unit commitment and fast-track permitting obligations. The community exceeded its required 374 qualifying affordable housing unit commitment through the collaborative efforts of the City, Grand Junction Housing Authority, nonprofit organizations, and private development partners. This accomplishment preserved the City's eligibility for Proposition 123 funding programs and has helped secure more than $27.2 million in state housing investments to support affordable housing development, infrastructure, land acquisition, and homeownership opportunities throughout the Grand Junction area.

In May 2026, having exceeded its unit count and to further support continued regional coordination, the City of Grand Junction, Mesa County, the City of Fruita, and the Town of Palisade have developed a regional Intergovernmental Agreement establishing a collaborative framework for affordable housing production and shared unit credit consistent with Proposition 123 requirements. The agreement recognizes that housing markets, workforce patterns, development activity, and affordability challenges extend beyond jurisdictional boundaries and allows participating jurisdictions to coordinate investments while maximizing state funding opportunities.

As of July 21, 2026, the City has submitted and had approved 588 affordable housing units for review through the Proposition 123 portal for the 2023-2026 cycle, with additional eligible projects currently under construction or in the development pipeline.

Prop 123 Updated Legislation

During the 2026 legislative session, the Colorado General Assembly adopted House Bill 26-1313 and Senate Bill 26-040, significantly updating Proposition 123 beginning with the 2027–2029 commitment cycle. These legislative changes modernize the

program by establishing a new methodology for determining local affordable housing commitments, creating additional incentives for affordable housing production, expanding eligibility for affordable homeownership programs, modifying unit compliance requirements, and providing greater flexibility for regional partnerships.

The most significant change adopted through House Bill 26-1313 replaces the original affordable housing baseline calculation with a new commitment methodology based upon local residential growth. Beginning with the 2027–2029 cycle, each jurisdiction's affordable housing commitment is calculated using the average annual residential building permits issued during the previous three years, multiplied by a county-specific growth percentage established by the Department of Local Affairs based upon county job growth relative to statewide job growth, and multiplied by the three-year commitment period. This updated methodology is intended to better align affordable housing commitments with local development activity and economic growth while establishing a minimum commitment of three affordable housing units over each commitment cycle.

In addition to the revised commitment methodology, House Bill 26-1313 establishes several new incentives designed to encourage affordable housing production. Beginning January 1, 2027, affordable homeownership units and deeply affordable housing serving households at or below 40 percent of Area Median Income (AMI) may receive enhanced unit credit toward Proposition 123 commitments. Additional incentives recognize affordable housing projects supported through local government land donations, jointly funded developments, and certain county property tax exemptions. The legislation also expands the eligibility of Low-Income Housing Tax Credit (LIHTC) developments utilizing income averaging, allowing all qualifying units within those developments to count toward local housing commitments.

The legislation also strengthens long-term affordability requirements by requiring all affordable housing units counted toward Proposition 123 commitments to be protected by formal affordability restrictions. Preservation projects must also extend affordability protections for a minimum of fifteen additional years beyond any existing affordability period. To assist communities transitioning to the new methodology, House Bill 26-1313 establishes both Adjustment Waivers, available for jurisdictions whose recalculated commitment is significantly greater than their previous obligation, and Good Faith Effort Waivers, available for communities that substantially advanced affordable housing production during the 2024–2026 commitment cycle but were unable to fully achieve their original commitment.

Senate Bill 26-040 further expands Proposition 123 by increasing the income eligibility for affordable homeownership programs from 100 percent to 120 percent of Area Median Income, recognizing the housing affordability challenges facing Colorado's workforce, including teachers, healthcare workers, first responders, and other moderate-income households. The legislation also provides additional flexibility for down payment assistance programs, establishes waiver authority for monthly housing cost calculations under certain circumstances, creates options for temporarily renting

unsold affordable ownership units, and provides additional flexibility for Tribal governments participating in Proposition 123 programs.

Proposition 123 continues to recognize that housing markets function on a regional basis and encourages jurisdictions to collaborate in meeting affordable housing needs. Under C.R.S. § 29-32-105(3)(d)(II), local governments may enter into written agreements allowing participating jurisdictions to share affordable housing unit credit toward their individual Proposition 123 commitments. Beginning with the 2027–2029 commitment cycle, House Bill 26-1313 also allows jurisdictions contributing funding to an affordable housing development to receive proportional unit credit based upon each jurisdiction's financial contribution while continuing to authorize alternative unit-sharing arrangements through intergovernmental agreements or memoranda of understanding.

2027-2029 Baseline Commitment
Using the revised methodology established under House Bill 26-1313, the Colorado Department of Local Affairs has calculated the City's required affordable housing commitment for the 2027–2029 Proposition 123 commitment cycle based upon the City's average annual residential building permits issued during the previous three years and Mesa County's applicable job growth factor. Based upon this calculation, the City is required to commit to the production of **348 affordable housing units** during the upcoming three-year commitment period.

Next Steps
Adoption of the proposed resolution authorizes the City to submit its 2027–2029 Proposition 123 Affordable Housing Commitment to the Colorado Department of Local Affairs prior to the statutory November 1, 2026 deadline, ensuring the City remains eligible to participate in Proposition 123 funding opportunities administered through the Colorado Department of Local Affairs, Colorado Housing and Finance Authority, and the Office of Economic Development and International Trade.
Staff will also continue implementation of the City's Housing Action Plan, Affordable Housing Incentive Program, Accessory Dwelling Unit Production Program, regional partnerships, and strategic housing investments to advance affordable housing production and maximize available state funding resources. Adoption of the resolution positions the City to continue leveraging Proposition 123 funding while supporting the development of affordable rental and homeownership opportunities that serve the housing needs of current and future Grand Junction residents.

FISCAL IMPACT:

If the City does not file a Proposition 123 commitment by November 1, 2026, the City and eligible affordable housing projects within the City limits will be ineligible for Proposition 123 funding during 2027. If the City does not meet its affordable housing commitment by December 31, 2029, it will be ineligible for Proposition 123 funding during 2030.

SUGGESTED MOTION:

I move to adopt Resolution 69-26, a Resolution Authorizing the City Manager to Make a Prop 123 Commitment to Increase Affordable Housing Units for the 2027-2029 Cycle

Attachments

1. Prop 123 June 2026 Report
2. Prop 123 IGA Report June 2026
3. RES-Prop 123 2027-2029 Resolution

PROP 123 APPROVED UNITS
JUNE 2026 REPORT

CITY OF Grand Junction COLORADO

HOMELESS / EMERGENCY & TRANSITIONAL HOUSING	AFFORDABLE RENTAL (≤ 60% AMI)	WORKFORCE / ATTAINABLE RENTAL (between 60–90% AMI)	WORKFORCE / ATTAINABLE HOMEOWNERSHIP (≤ 120% AMI)	MARKET RATE* (NOT INCLUDED IN PROP 123)
TOTAL UNITS **44**	TOTAL UNITS **413**	TOTAL UNITS **72**	TOTAL UNITS **59**	MARKET RATE NOT INCLUDED IN PROP 123
Permanent Supportive Housing & Transitional Housing < 30% AMI	Affordable Rental & Rehab ≤ 60% AMI	Workforce Rental (between 60–90% AMI)	Attainable Homeownership ≤ 120% AMI	

APPROVED PROJECTS BY TYPE

HOMELESS / EMERGENCY & TRANSITIONAL HOUSING (≤ 30% AMI)

- **Mother Theresa Place – Permanent Supportive Housing** — 40 units
  (Grand Valley Catholic Outreach)
- **Transitional Housing – DV Units** — 4 units
  (Hilltop Family Resources)

TOTAL UNITS **44**
CITY INVESTMENT **$2,696,765**

AFFORDABLE RENTAL (≤ 60% AMI)

- **The Current** (Grand Junction Housing Authority) — 54 units
- **Linden Point – Rehab** (Grand Junction Housing Authority) — 76 units
- **Walnut Park – Rehab** (Grand Junction Housing Authority) — 92 units
- **Nellie Bechtal – Rehab** (Grand Junction Housing Authority) — 84 units
- **Ratekin Towers – Rehab** (Grand Junction Housing Authority) — 107 units

TOTAL UNITS **413**
CITY INVESTMENT **$6,114,184**

WORKFORCE / ATTAINABLE RENTAL (between 60–90% AMI)

- **Liberty Apartments** (Aspire) — 72 units

TOTAL UNITS **72**
CITY INVESTMENT **$1,563,712**

WORKFORCE / ATTAINABLE HOMEOWNERSHIP (≤ 120% AMI)

- **Hoffman Estates** (Habitat for Humanity) — 15 units
- **Downpayment Assistance / Rehab Programs** (Housing Resources of Western Colorado) — 37 units
- **Meridian Park Townhomes** (Housing Resources of Western Colorado) — 7 units

TOTAL UNITS **59**
CITY INVESTMENT **$1,436,692**

APPROVED UNITS SUMMARY

TOTAL APPROVED UNITS
588
across the housing continuum

TOTAL CITY INVESTMENT
$11,811,353

Direct Funding:	$7,688,921
Public Grants:	$2,750,000
Pro Rada Value (land contribution, fees waived, etc):	$1,372,432

INVESTMENTS SUPPORT:

- ✓ A range of housing options for all income levels
- ✓ Preservation of existing affordable housing
- ✓ Rehabilitation of aging housing stock
- ✓ Homeownership opportunities
- ✓ Partnerships with local nonprofits and developers

To learn more visit:
engagegj.org/housing

CITY OF Grand Junction COLORADO

Regional IGA Participation for Prop 123

AS OF 7/7/2026

Prop 123 Regional Housing Strategy

Participation Summary by Jurisdiction

Jurisdictions within Mesa County are collaborating to meet the regional Prop 123 commitment through shared units and coordinated investment in affordable housing.

Jurisdiction	GOAL (Units)	Approved Units (Units)	Available to Share (Units)	TOTAL (Units)
Mesa County	253	18	0	18
City of GJ	374	374	214	588
Palisade	9	0	0	0
Fruita	108	0	0	0
TOTAL	744	392	214	606

Percentage to Goal: 81%

Percentage reflects total units achieved toward the regional goal.

Building Stronger Communities Through Affordable Housing

Through partnership and shared commitment, we are creating more opportunities for all.

TO LEARN MORE VISIT:

https://engagegj.org/housing

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. xx-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE A PROP 123 COMMITMENT TO INCREASE AFFORDABLE HOUSING UNITS FOR THE 2027-2029 CYCLE

RECITALS.
Colorado voters approved Proposition 123 in November 2022, creating the State Affordable Housing Fund to support affordable housing development throughout Colorado. Participation in Proposition 123 is voluntary; however, local governments must adopt an affordable housing commitment every three years to maintain eligibility for all projects within its jurisdiction for state housing funding programs.

On October 18, 2023, the Grand Junction City Council adopted Resolution No. 74-23, committing the City to the production of 374 affordable housing units during the initial 2024–2026 commitment period. Through partnerships with the Grand Junction Housing Authority, nonprofit organizations, private developers, and regional partners, the City exceeded its commitment and, in April 2026, became the largest city in Colorado to satisfy all Proposition 123 requirements by meeting both its affordable housing unit commitment and fast-track permitting obligations.

Recognizing that housing challenges extend beyond jurisdictional boundaries, the City of Grand Junction, Mesa County, the City of Fruita, and the Town of Palisade entered into a regional Intergovernmental Agreement in 2026 to support regional affordable housing production and unit sharing consistent with Proposition 123.

During the 2026 legislative session, the Colorado General Assembly adopted House Bill 26-1313 and Senate Bill 26-040, significantly revising Proposition 123 for the 2027–2029 commitment cycle. The legislation establishes a new methodology for calculating local affordable housing commitments based on residential building permits and county job growth, creates additional incentives for affordable housing production, expands eligibility for affordable homeownership programs, strengthens affordability requirements, and enhances opportunities for regional collaboration.

Using the methodology established in House Bill 26-1313, the Colorado Department of Local Affairs determined that the City of Grand Junction's affordable housing commitment for the 2027–2029 cycle is approximately **348 affordable housing units**. Adoption of this commitment will maintain eligibility for the City and all qualifying affordable housing projects within the City's jurisdiction to access Proposition 123 funding administered through the Colorado Department of Local Affairs, the Colorado Housing and Finance Authority, and the Office of Economic Development and International Trade.

The City Council finds that continuing participation in Proposition 123 is in the best interest of the City and its residents by preserving access to critical state housing

resources, supporting regional collaboration, and advancing the City's commitment to expanding affordable housing opportunities.

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

1. The City of Grand Junction hereby commits to the production of approximately **348 affordable housing units** during the 2027–2029 Proposition 123 commitment cycle, as calculated by the Colorado Department of Local Affairs pursuant to House Bill 26-1313 and applicable state guidance.
2. The City Council authorizes and directs the City Manager, Housing Division, or their designee to submit the City's Proposition 123 Commitment to the Colorado Department of Local Affairs prior to the statutory deadline of November 1, 2026, together with any supporting documentation necessary to maintain the City's eligibility for Proposition 123 funding programs.
3. The City Council further authorizes staff to continue implementing housing policies, programs, regional partnerships, and affordable housing initiatives consistent with the City's Housing Action Plan, Comprehensive Plan, and other adopted housing policies in furtherance of achieving the City's Proposition 123 commitment.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Laurel Lutz
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #7.a.

Meeting Date: August 5, 2026

Presented By:

Department: Community Development

Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Adopting the Housing Action Plan (***Public Hearing Continued to September 16, 2026)***

RECOMMENDATION:

EXECUTIVE SUMMARY:

The purpose of this agenda item is to consider adoption of the City of Grand Junction Housing Action Plan (HAP). The HAP builds upon the Regional Housing Needs Assessment(HNA) and establishes a strategic, data-driven framework to guide future housing policies, programs, investments, and partnerships in alignment with the City's requirements under Colorado Senate Bill 24-174 and provides a roadmap for addressing housing affordability, availability, and stability in Grand Junction.

BACKGROUND OR DETAILED INFORMATION:

FISCAL IMPACT:

SUGGESTED MOTION:

Attachments

1. GJHA Comments Housing Action Plan 7.21.26
2. RES-2026 Housing Action Plan

GJHA Comments – Grand Junction Housing Action Plan - 2026

Overall Comments

- The document is well organized and easy to read. We understand the extra content toward the back is there to satisfy DOLA. The number of strategies within the four Objective areas may get criticized.
- The overall tone of the document suggests city leadership in achieving and funding statement objectives and underlying goals. We suggest more focus on leveraged city funding and partnership with community partners, so this Action Plan reads more like a collective effort.
- Because the continuum on page 16 identifies affordable rental housing as 30-80% AMI, and because the city's existing development incentives reach to 90% AMI, we suggest this document be modified to acknowledge that continuum, perhaps saying something like "the city acknowledges affordable rental housing reaches to 80% AMI. For the purposes of this action plan, the city's priorities for supporting affordable rental development beyond existing incentives will focus on developments providing rental units at or below 60% AMI."
- There are several references to doing more to help more units be "voucher ready". While we strongly believe that the health/safety/operating standards used to approve rental units for the use of vouchers are good and strong, the notion in this context might send a signal to folks that if we just had more units that are "voucher ready" we could house more folks, with vouchers. While that absolutely was the case coming out of COVID and for a period of time after that, this particular dynamic isn't really the driver for the voucher world. This is a longer conversation that I'd like to have if we can. We believe the real focus should be with landlord incentives.

Specific Comments

- Page 1 – in the "Relationship to the Housing Needs Assessment" section we think you should say ...."a resident survey with more than 1,000 responses" or something like that. Deeper in the document the specific number is listed, but that highlight up front would have impact for folks who tend to dismiss surveys.

- Page 3, first arrow/bullet on the right hand side there is a typo. It should be "4,300, not 4.300, of those are severely cost burdened."
- Page 7 (and other places) – some of us discussed not only "incentives" to landlords as an ongoing area of focus, but specifically suggested a robust risk pool (not necessarily funded solely by the City) to offer a backstop to landlords interested but hesitant to rent to lower-income households. We know the At Home program does some of that, but wonder about the power of bigger numbers in a pool versus smaller numbers offered to landlords at the individual level. The document should reference this idea somewhere, allowing us to consider it.
- Page 14, Strategy 11…is the MOU on Prop 123 sharing just with Mesa County and Fruita? Is Palisade also in that?
- Page 14, in the Unhoused Strategies section….please consider the opening paragraph to say "In addition to the progress summarized, in partnership with the Mesa County Collaboration for the Unhoused (MCCUH), the City has adopted…." We know MCCUH remains a significant work in progress, but there are more than 50 folks and key community partners who have been working within the workgroup framework around the 7 Unhoused Strategies, and they deserve a small shout out.
- Pages 18 – 20

  <u>Objective 1</u>

  - Strategy 1 – no comment
  - Strategy 2
    - Bullet 3, suggest modifying to say, "Continue to work with and support local housing partners in pursuit of federal, state and other grants that support affordable/attainable housing development"
    - Bullet 4, suggest modifying to say, "Continue to work with local housing partners to identify opportunities to leverage city resources for gap funding or other mechanisms to catalyze affordable housing development."
  - Strategy 3 – no comment

Objective 2

- Strategy 4
    - Bullet 1 – similar to Strategy 2, Bullet 4, suggest modifying to say "Continue to work with local service providers to identify critical needs which are underfunded, and identify opportunities to leverage city resources to fill service gaps."
- Strategy 5
    - Bullet 1, suggest modifying to say "Continue to work with MCCUH to support the implementation of …."
    - In the rest of Bullet 1, we don't see it as necessary to list all of the recommendations in the Unhoused Needs Assessment here, or at least to synthesize into one sentence. The way this is written now, readers are likely to assume the city will lead, and fund, all of those efforts.
    - Bullet 2 – suggesting modifying to say "Convene local housing partners to evaluate options to strengthen the At Home in GJ Landlord and Tenant Program, and the Almost Home Guide. Implement community-based solutions as needed."

Objective 3

- Strategy 6
    - Bullet 2, modify to say, "Explore landlord incentives for rental units that meet applicable governmental Housing Quality Standards." (This removes the "voucher readiness" piece without diminishing the intent.

Objective 4

- Strategy 7 – we understand this will be deleted
- Strategy 8 – suggesting reworking the Strategy Statement to say, "Continue to work with local housing partners and other experts to explore affordable housing financing options which leverage city resources."
    - Bullet points – we suggest simplifying this section as follows

- Bullet 1 – modify to say “To the extent feasible, continue to appropriate General Fund resources in the short term where those funds are demonstrably leveraged.”
- Bullet 2 – modify to say, “Work with local housing partners and others to maximize the City’s Private Activity Bond capacity for new affordable housing development and impactful rehabilitation efforts.” We suggest leaving it at that, versus specifically calling out non-competitive 4% deals. Certainly at times those can work, but why get that specific?
- Bullet 3 – we suggest ending this with “revitalization” and not specifically mentioning the North Avenue Corridor
- Bullet 4 – suggest moving this to be the first bullet point and modify to say “Convene local housing partners and other experts to explore and implement appropriate solutions to leverage city resources to catalyze new affordable housing development and rehabilitation of existing affordable housing stock.” This provides broader opportunity to work with partners without triggering opposition of signals to tax increases, which may not be necessary.

- Strategy 9
  - Bullet 1 – modify to say “Continue to work with local housing and service providers to enhance community engagement and education regarding housing issues and solutions, focusing on efforts such as the City/GJHA co-sponsored Landlord Symposium, and others.”
  - Delete Bullet 2
- Strategy 10
  - Bullet 2 – modify to end the statement with “outcomes” and the parenthetical statements, which are not widely supported. Happy to discuss

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. xx-26

A RESOLUTION ADOPTING THE 2026 HOUSING ACTION PLAN

RECITALS.
During the 2024 legislative session, the Colorado General Assembly adopted Senate Bill 24-174, establishing new statewide housing planning requirements for qualifying local governments. The legislation requires jurisdictions to prepare a comprehensive Housing Needs Assessment (HNA) and adopt a Housing Action Plan (HAP) identifying specific strategies to address local housing needs.

With funding provided through the Colorado Department of Local Affairs (DOLA) Housing Planning Grant Program, the City of Grand Junction and Mesa County jointly retained Root Policy Research to prepare a Regional Housing Needs Assessment in accordance with Senate Bill 24-174. The Regional Housing Needs Assessment provides a comprehensive evaluation of housing conditions, demographic trends, housing supply and demand, affordability challenges, development barriers, and projected housing needs throughout the region.

Development of the Regional Housing Needs Assessment included extensive public engagement through community meetings, City Council work sessions, stakeholder interviews and focus groups, a resident housing survey, targeted outreach to underrepresented populations, and ongoing public engagement through the City's EngageGJ website. The Housing Action Plan builds directly upon the findings and recommendations developed through this public process.

On May 18, 2026, Root Policy Research presented the findings of the Regional Housing Needs Assessment to the Grand Junction City Council, providing an overview of regional housing conditions, affordability challenges, housing production trends, and projected future housing needs.

On June 13, 2026, City staff and Root Policy Research presented the draft Housing Action Plan to the City Council and received policy direction prior to preparation of the final document.

The 2026 Housing Action Plan translates the findings of the Regional Housing Needs Assessment into a strategic framework for implementation by identifying goals, objectives, and actionable strategies that support housing affordability, availability, stability, and housing choice.

The Housing Action Plan is intended to guide future City policies, investments, partnerships, grant opportunities, and housing initiatives while aligning with the City's Comprehensive Plan, 2026-2030 Community Development Block Grant Consolidated Plan, and other local, state, and federal housing priorities.

Adoption of the Housing Action Plan satisfies the City's requirements under Senate Bill 24-174 and establishes the City's policy framework for addressing housing needs while recognizing that implementation will occur over time as funding, partnerships, and opportunities become available.

NOW, THEREFORE, BE IT RESOLVED THAT:

In consideration of the foregoing Recitals, the attached 2026 City of Grand Junction Housing Action Plan is hereby adopted and approved as generally and specifically provided therein, and City staff is authorized to submit the adopted Housing Action Plan and supporting documentation to the Colorado Department of Local Affairs in satisfaction of the requirements of Senate Bill 24-174.

ADOPTED this _____ day of _____, 2026.

_____
Laurel Lutz
President of the City Council

ATTEST:

_____
Selestina Sandoval
City Clerk

DRAFT

Grand Junction City Council

Regular Session

Item #7.b.

Meeting Date: August 5, 2026

Presented By: Trenton Prall, Engineering & Transportation Director

Department: Engineering & Transportation

Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

Resolution Adopting the 7th Street Active Transportation Feasibility Study and Associated 9th Street Active Transportation Corridor Memorandum

RECOMMENDATION:

Staff recommends adopting the findings of the 7th Street Active Transportation Feasibility Study along with the associated 9th Street Memorandum.

EXECUTIVE SUMMARY:

The City's 2023 Pedestrian and Bicycle Plan identifies the 7th Street corridor as a priority north-south active transportation route. To advance this goal, the City completed a feasibility study in 2024 evaluating multimodal improvements along the corridor, including the conversion of existing outside vehicle lanes to buffered bicycle lanes between Grand Avenue and North Avenue.

While the study found that the proposed lane reconfiguration could accommodate projected traffic volumes, community feedback raised concerns regarding vehicle capacity and the long-term function of a corridor carrying approximately 15,000 vehicles per day. In response, staff evaluated an alternative north-south bicycle route along 9th Street that would achieve the City's active transportation objectives while minimizing impacts to a higher-volume roadway.

The 9th Street alternative is supported by planned Colorado Mesa University improvements, including relocation of the North Avenue traffic signal from 10th Street to 9th Street. This enhancement would improve multimodal crossings and provide direct connectivity to planned campus bicycle and pedestrian facilities, creating a more continuous and connected active transportation network.

Staff will present the comprehensive feasibility study findings, proposed corridor cross-sections, and seek Council concurrence for the combined 7th and 9th Street corridor to be advanced into a future, yet to be scheduled, design phase.

BACKGROUND OR DETAILED INFORMATION:

The City Council adopted the Pedestrian and Bicycle Plan in 2023. The plan identified the 7th Street corridor as a priority north-south active transportation route to improve bicycle and pedestrian connectivity throughout the community. To implement this goal, the City initiated the 7th Street Active Transportation Feasibility Study in 2024 to evaluate a continuous multimodal corridor from Horizon Drive to the Riverfront Trail.

The study initially evaluated a separated bicycle facility along 7th Street, however between North Ave and Grand Ave an option to convert existing outside vehicle lanes to buffered bicycle lanes was proposed to minimize impact to the trees that were a key part of the character of the 7th Street Historic District. While the study found the proposed lane reconfiguration could accommodate projected traffic volumes, public outreach identified concerns regarding future vehicle capacity and the long-term function of 7th Street as a corridor carrying approximately 15,000 vehicles per day.

In response to community input and planned Colorado Mesa University improvements, City staff evaluated an alternative alignment along 9th Street south of North Avenue. The evaluation determined that the 9th Street corridor provides an opportunity to establish a continuous north-south active transportation route connecting Colorado Mesa University, downtown Grand Junction, surrounding neighborhoods, Washington Park, Riverside Parkway, and the Riverfront Trail while minimizing impacts to higher-volume traffic on 7th Street.

The 7th Street Active Transportation Feasibility Study and associated 9th Street Memorandum recommend a separated bicycle facility along the east side of 7th Street from Horizon Drive to North Avenue and a cycle track along the 9th Street corridor from North Avenue to the Riverfront Trail. Together, these improvements create a continuous, low-stress active transportation corridor for users of all ages and abilities while improving connectivity between major destinations throughout the City.

The studies evaluate corridor alternatives, roadway cross-sections, and intersection treatments to improve safety, visibility, and multimodal connectivity while balancing the operational needs of the City's transportation network. The recommended 9th Street alignment is further supported by planned Colorado Mesa University improvements, including relocation of the North Avenue traffic signal from 10th Street to 9th Street.

The studies recommend a phased implementation strategy beginning with low-cost improvements along 9th Street between North Avenue and Ute Avenue, including pavement markings, signage, traffic control modifications, and a multi-use trail connection through Washington Park. Future phases include completing the 9th Street corridor to Riverside Parkway and constructing separated shared-use path facilities

along 7th Street between North Avenue and Horizon Drive as funding and capital improvement projects become available.

Adoption of the proposed resolution for the 7th Street Active Transportation Feasibility Study and the associated 9th Street Memorandum will provide long-term policy direction for future transportation planning, grant applications, capital improvement programming, and coordination with Colorado Mesa University and other stakeholders. Adoption of these planning documents does not appropriate funding or authorize construction of any specific project.

FISCAL IMPACT:

No fiscal impact is anticipated at this time. Construction and implementation of the findings of this study will be budgeted and brought forth to City Council for approval under separate phasing at a future date.

SUGGESTED MOTION:

I move to adopt Resolution No. 71-26, A Resolution adopting the 7th Street Active Transportation Feasibility Study and Associated 9th Street Active Transportation Corridor Memorandum

Attachments

1. 9th Street Alignment Memo 20260219 (2)
2. RES-7th-9th Street Active Transportation Corridor Plan - 20260805

9th Street Alignment Memo

In response to the proposed lane reduction along the 7th Street corridor causing community concerns with traffic operations, the 9th Street corridor was proposed as an alternative alignment of N-S bicycle facilities. Additional conversations with the City of Grand Junction indicated there was interest in rerouting the active transportation corridor to 9th Street which would shift the route from a corridor projected for 15,000 ADT. Colorado Mesa University has plans to move the 10th Street signal to 9th Street and would provide a good point for pedestrians and bicyclists to cross North Avenue while staying withing two blocks of the main 7th Street corridor. The following sections evaluate the 9th Street corridor from Riverside Parkway to North Avenue and discuss improvements that would address safety concerns and mobility for pedestrians and cyclists.

Riverside Parkway to Ute Avenue

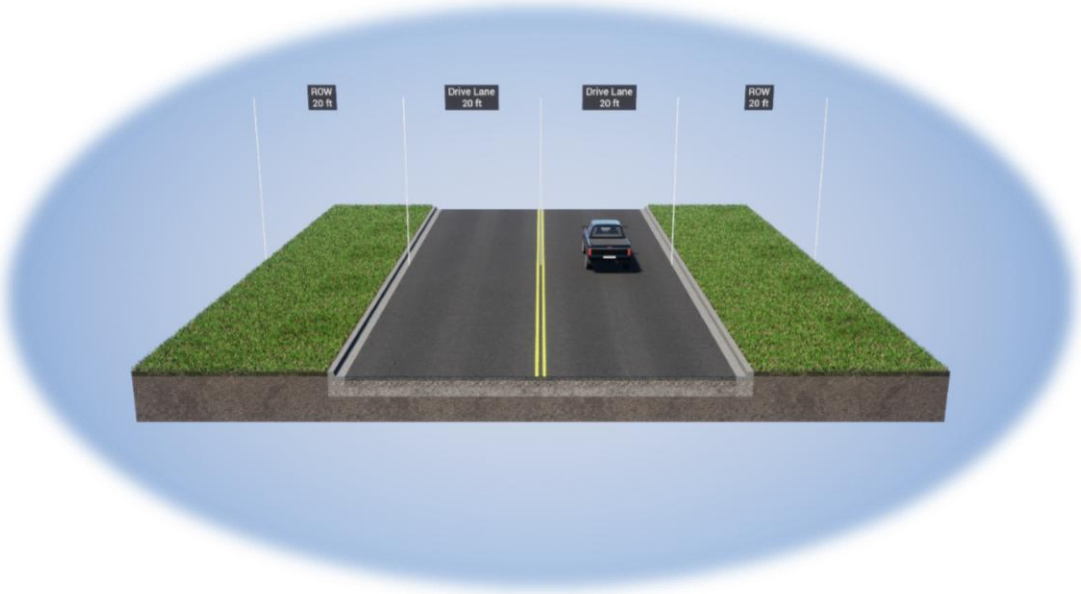
EXISTING ROADWAY GEOMETRY

The segment of 9th Street from Riverside Parkway to Ute Avenue varies slightly with the Right of Way only being 60 feet south of 4th Avenue but the entire segment mostly lacks any pedestrian or bicycle facilities and can be described using the following information.

- **Roadway Width** = 40 ft (Includes 2 lane and 3 lane sections)
- **Sidewalk Width** = Minimal facilities, small sections of 5 ft
- **Right of Way** = 60 ft South of 4th Ave, 80 ft North of 4th Ave

A generalized cross section of this segment can be seen below.

Figure 1 – Existing 9th Street Existing Cross Section from Riverside Pkwy to Ute Ave



PROPOSED CROSS SECTIONS:

Two layouts were considered for this segment given that there is plenty of Right of Way available to accommodate both pedestrians and cyclists. Both considerations provide physical separation from vehicles for better levels of traffic stress and increased safety for the vulnerable roadway users. The first consideration is a 12-foot shared trail located on the west side of 9th Street due to less conflicts between vehicles and vulnerable roadway users

which includes an 8-foot buffer between the roadway and the trail. This would provide adequate space for both pedestrians and cyclists while minimizing the potential crossing of 9th Street for users that may have destinations along 7th Street. The proposed cross sections for this layout is shown below in **Figure 2**, **Figure 3**, and **Figure 4**.

Figure 2 – 9th Street Western Shared Use Trail Cross Section from Riverside Pkwy to Ute Ave (80ft ROW)

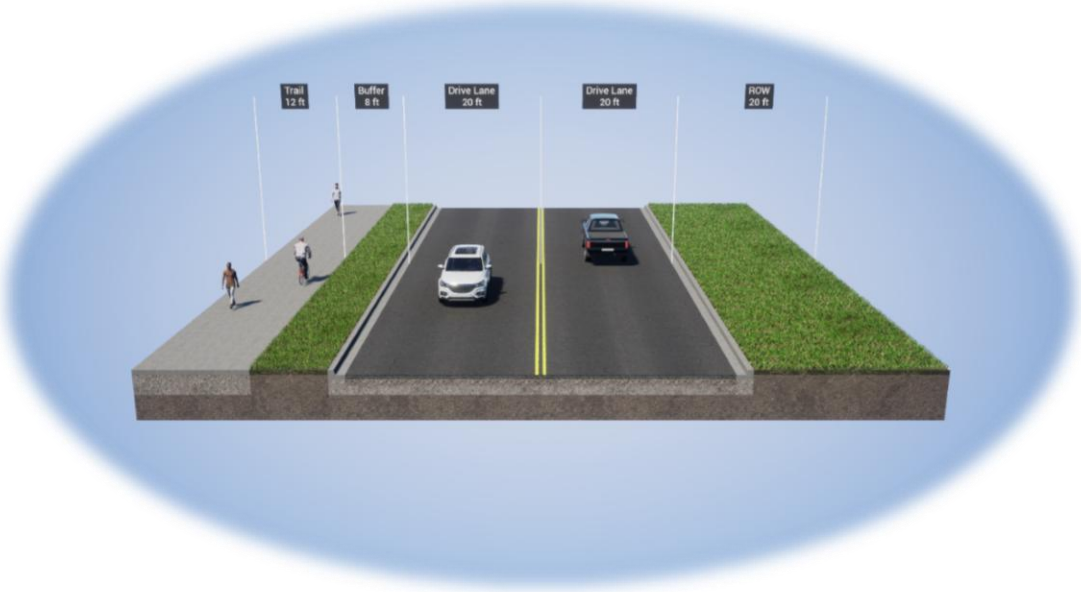


Figure 3 – 9th Street Western Shared Use Trail Cross Section from Riverside Pkwy to Ute Ave Parking Constrained (80ft ROW)

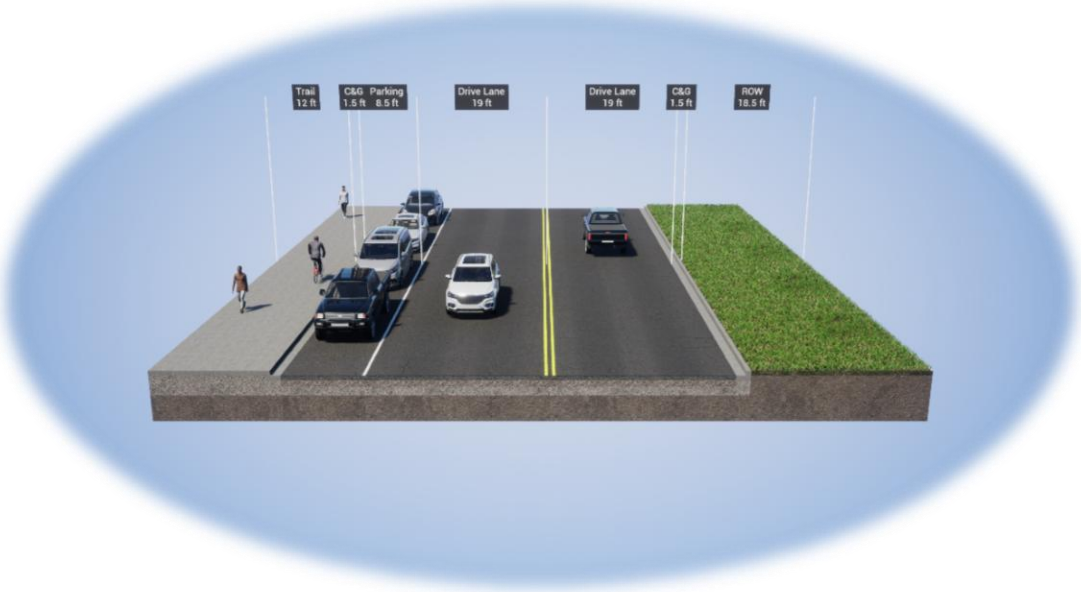


Figure 4 – 9th Street Western Shared Use Trail Cross Section from Riverside Pkwy to Ute Ave ROW Constrained (60ft ROW)



The other layout that was considered is a dedicated cycle track located on the east side of 9th Street with a sidewalk located on the west side to facilitate both the pedestrians and cyclists. This alternative requires cyclists to cross 9th Street if they have a destination along 7th Street, but it does separate the pedestrians to provide lower traffic stress for the users. A cross section of the alternative can be seen in **Figure 5**, **Figure 6**, and **Figure 7**.

Figure 5 – 9th Street Eastern Cycle Track Cross Section from Riverside Pkwy to Ute Ave

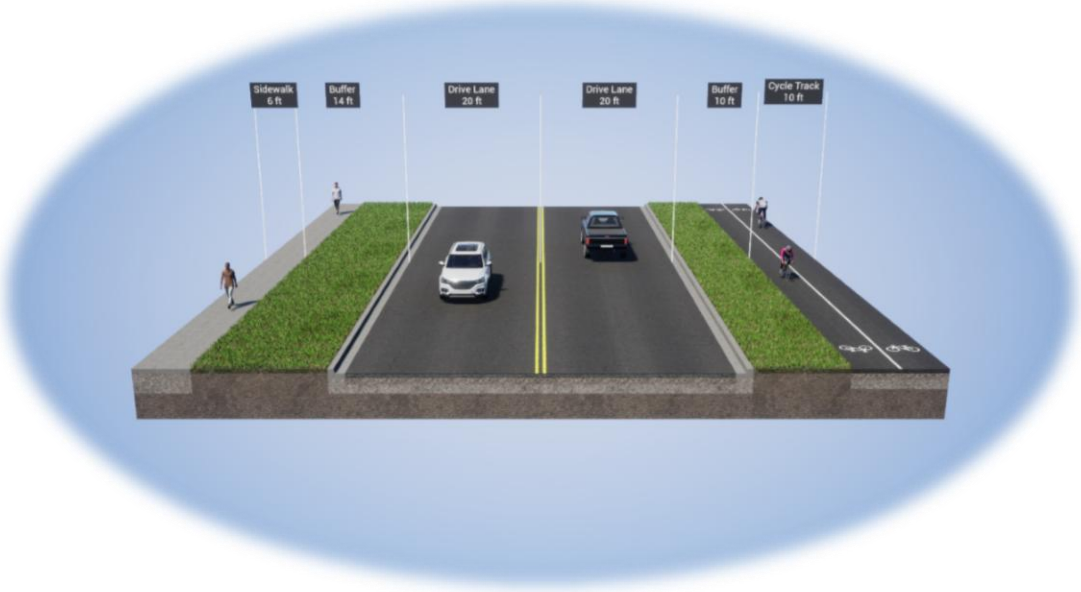


Figure 6 – 9th Street Eastern Cycle Track Cross Section from Riverside Pkwy to Ute Ave Parking Constrained (80ft ROW)

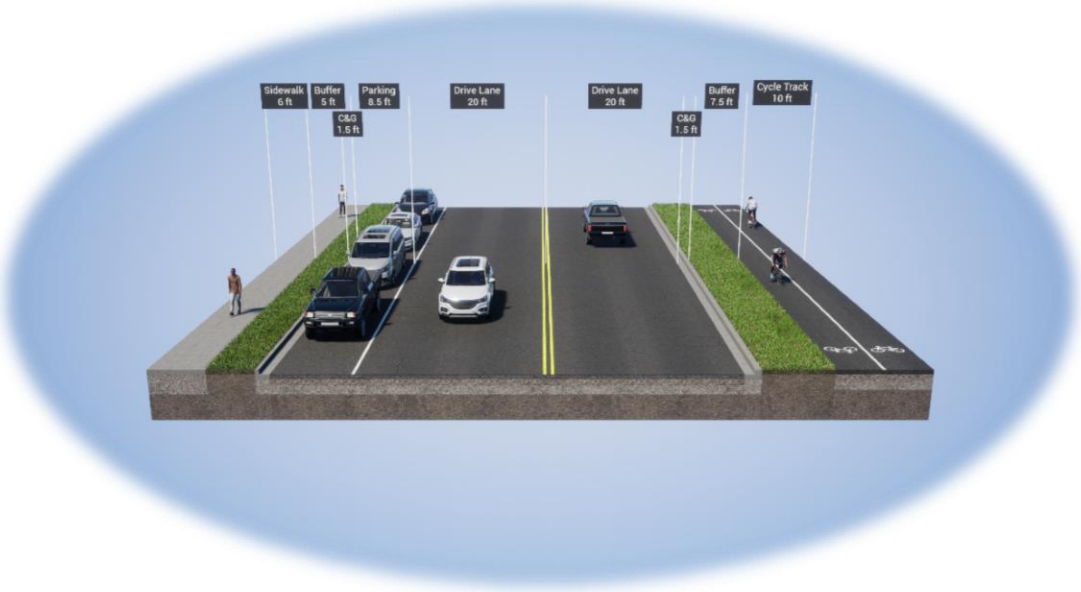
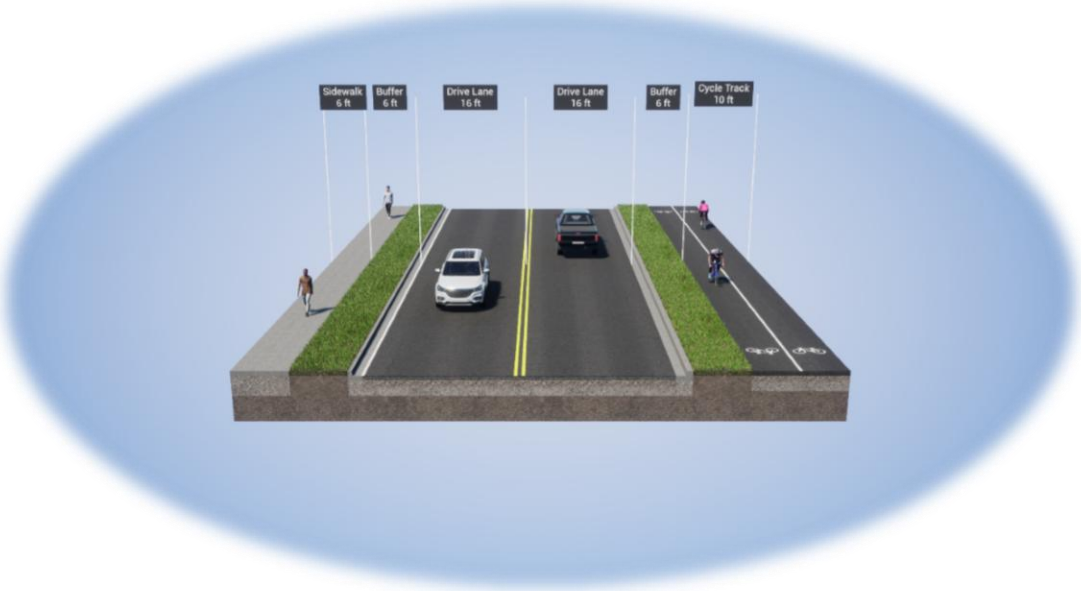


Figure 7 – 9th Street Eastern Cycle Track Cross Section from Riverside Pkwy to Ute Ave ROW Constrained (60ft ROW)



INTERSECTION ENHANCEMENTS:

Intersection enhancements that were considered for this segment are listed below with any notable benefits and difficulties.

Riverside Parkway

1. **Crossing Islands** – Current conditions require pedestrians and cyclists to cross approximately 80 feet of roadway which includes multiple lanes of through traffic along with some turn lanes. Crossing islands would provide relief for vulnerable road users and allow for staged crossings providing easier and safer decisions when crossing. However, this would impact on the existing turn lanes along Riverside Parkway which might require the closure of the eastbound or westbound left turn lane depending on the crossing location. Closure of either left turn lane would reroute vehicles to use the existing signal at 7th Street.
2. **Crossing Signalization** – Current conditions include a side street stop control with freeflow traffic along Riverside Parkway. Vehicle speeds seen along Riverside Parkway are 45 mph at this intersection and routing additional pedestrian and cyclist traffic to this intersection will require a change to the traffic control device. A minimum of a Pedestrian Hybrid Beacon for the crossing should be installed with the potential to signalize the intersection. The rerouting of the active transportation corridor and this intersection acting as a major connection between the downtown area and Las Colonias Park could create a growing need for a signalized crossing.

Railroad Crossing

Coordination with the railroad will be required for any improvements made within their ROW. A road crossing application form may be required, and design elements should follow the Union Pacific Railroad Public Projects Manual which provides guidance for sidewalk improvements at existing crossings.

1. **Perpendicular Crossing** – Providing a perpendicular crossing across the railroad tracks will help prevent cyclists from having their wheels get stuck while crossing. This would have the added benefit of creating some variation in the cycle track or trail which may improve the user's awareness of the crossing. This does require additional Right of Way within the crossing but should be feasible at the 9th Street location.
2. **Railroad Crossing Signage** – Warning signs help alert users to the crossing and should be installed as described in the Manual on Uniform Traffic Control Devices.

Pitkin Ave

1. **Crossbike Striping** – Provides clearly indicated pathways for where bicycles should travel through the intersection. Helps drivers see where to watch for bicycles when turning off 9th Street.
2. **Leading Pedestrian Intervals** – Improve safety for crossing pedestrians to allow drivers a chance to see crossing pedestrians prior to turning.
3. **No Right Turn on Red** – Could be added to help protect pedestrians at the intersection. Pairs well with leading pedestrian intervals.

RECOMMENDATION:

The recommended section between Riverside Parkway and Pitkin Avenue is the shared use trail on the west side of the corridor. This only requires construction on one side of the corridor that will minimize the need for crossings across 9th Street. Consolidating the pedestrians and cyclists to one trail also removes some complexity with crossing the railroad. A perpendicular crossing should be installed at the railroad crossing to improve comfort and help prevent bike crashes. The west side trail will need to be connected from Riverside Parkway to the Riverfront Trail and is recommended to use the Amphitheater access roadway from Struthers Ave as a shared bikeway facility, or to add a trail along the west side of the access roadway which is on City right-of-way. An east side crossing at Riverside Parkway could also be considered however, a transition to the west side would need to be determined.

Ute Ave to Gunnison Ave Segment

EXISTING ROADWAY GEOMETRY

The segment of 9th Street from Pitkin Avenue to Gunnison Avenue is relatively uniform and can be described using the following information.

- **Roadway Width** = 33 ft (2 lane section with parking)
- **Sidewalk Width** = 6 ft with 16 ft buffer on both sides of the corridor
- **Right of Way** = 80 ft

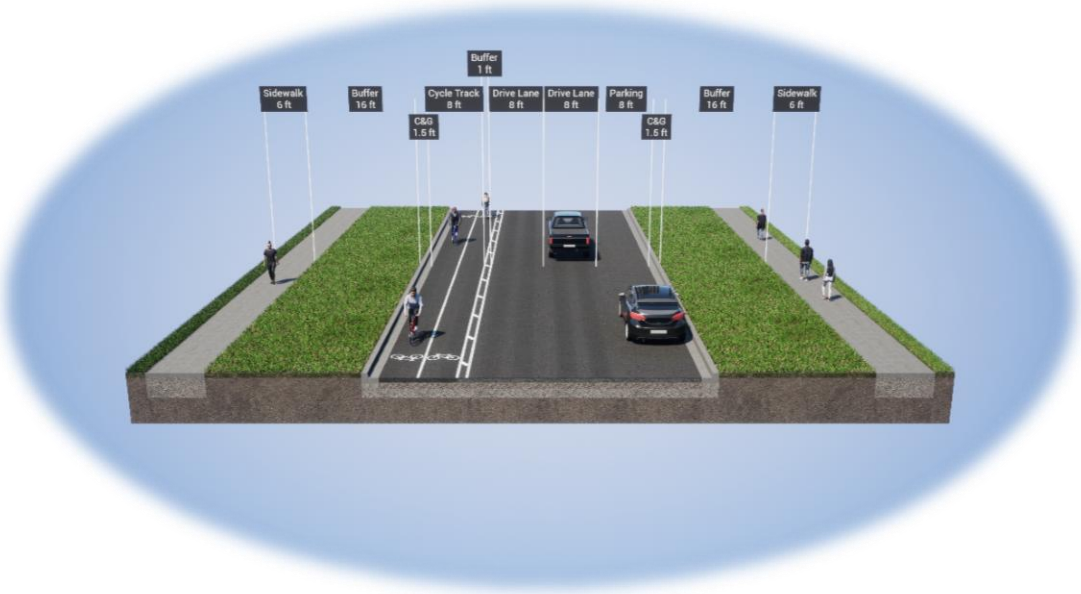
Figure 8 – Existing 9th Street Cross Section from Ute Ave to Gunnison Ave



PROPOSED CROSS SECTIONS:

A cycle track was considered for this segment which would replace the parking on one side of the roadway. The drive lanes need to be reduced from 8.5 feet down to eight feet to make room for a one-foot buffer between the cycle track and drive lanes. A cross section of this alternative can be seen in **Figure 9.**

Figure 9 – 9th Street Western Cycle Track Cross Section from Ute Ave to Gunnison Ave



INTERSECTION ENHANCEMENTS:

Intersection enhancements that were considered for this segment are listed below with any notable benefits and difficulties.

Ute Avenue

1. **Crossbike Striping** – Provides clearly indicated pathways where bicycles should travel through the intersection. Helps drivers see where to watch for bicycles when turning off 9th Street.
2. **Leading Pedestrian Intervals** – Improve safety for crossing pedestrians to allow drivers a chance to see crossing pedestrians prior to turning.
3. **No Right Turn on Red** – Could be added to help protect pedestrians at the intersection. Pairs well with leading pedestrian intervals.

Main Street

1. **Crossbike Striping** – Provides clearly indicated pathways where bicycles should travel through the intersection. Helps drivers see where to watch for bicycles when turning off 9th Street. Provide drivers along Main Street with clear visual indication of a bike crossing.
2. **Curb Extensions** – Reduces total distance needed to cross Main Street and provides additional visibility of pedestrians to drivers. Parking lanes along Main Street provide a good opportunity for curb extensions without interference with vehicular traffic.
3. **Crossing Signage** – Clearly indicates where pedestrian and bicycle crossings are located within the intersection. Provides a warning for drivers to look for vulnerable roadway users at the intersection. Installation should follow the Manual on Uniform Traffic Control Devices.
4. **Crossing Signalization** - A Rectangular Rapid Flashing Beacon or Pedestrian Signal could be installed to create a clear visual indication when a pedestrian or cyclist is crossing the intersection and signals drivers to stop. Provides pedestrians and cyclists with a dedicated timeframe to cross the intersection.

Grand Avenue

1. **Bike Ramps** - Provides a smooth transition between intersection crossing and the cycle track along 9th Street. Required due to existing curb extensions at Grand Avenue. Modifications to the existing bulb outs could be made along 9th Street, which would prevent the need for bike ramps but increase the crossing distance across 9th Street.
2. **Crossbike Striping** – Provides clearly indicated pathways where bicycles should travel through the intersection. Helps drivers see where to watch for bicycles when turning off 9th Street. Provide drivers along Grand Avenue with clear visual indication of a bike crossing.
3. **Crossing Signage** – Clearly indicates where pedestrian and bicycle crossings are located within the intersection. Provides a warning for drivers to look for vulnerable roadway users at the intersection. Installation should follow the Manual on Uniform Traffic Control Devices.
4. **Crossing Signalization** - A Rectangular Rapid Flashing Beacon or Pedestrian Signal could be installed to create a clear visual indication when a pedestrian or cyclist is crossing the intersection and signals drivers to stop. Provides pedestrians and cyclists with a dedicated timeframe to cross the intersection. This may have an adverse effect on the traffic patterns created by the signals seen at 7th Street and 12th Street.

Gunnison Avenue

1. **All Way Stop** – Converting the intersection from side street stop controlled to all way stop would improve the visibility of pedestrians and cyclists and help reduce speeds of vehicular traffic creating a safer crossing overall. An all way stop is not expected to adversely impact the operations of the intersection however, the control device may not be used effectively for the volumes and could degrade the effectiveness over time. If an all way stop is not implemented, consider a right in right out access restriction or rectangular rapid flashing beacons (RRFB) along Gunnison Avenue.
2. **Crossbike Striping** – Provides clearly indicated pathways where bicycles should travel through the intersection. Helps drivers see where to watch for bicycles when turning off 9th Street. Provide drivers along Gunnison Avenue with clear visual indication of a bike crossing.
3. **Crossing Islands** – Crossing islands provide relief for vulnerable road users and allow for staged crossings providing easier and safer decisions when crossing. The current geometry of the intersection would not need to be significantly altered to provide islands but may impact existing parking along Gunnison Avenue.
4. **Crossing Signage** – Clearly indicates where pedestrian and bicycle crossings are located within the intersection. Provides a warning for drivers to look for vulnerable roadway users at the intersection. Installation should follow the Manual on Uniform Traffic Control Devices.

RECOMMENDATION:

The recommended section between Ute Avenue and Gunnison Avenue is to remove on-street parking along 9th Street and provide a cycle track along the western side of the corridor which would include a new connection through Washington Park. This would not require any major construction projects with the focus being restriping 9th Street to include a cycle track and buffer. Gunnison Avenue should be converted to an all way stop controlled intersection and a crossing island should be considered on the west side of the intersection.

Washington Park Segment

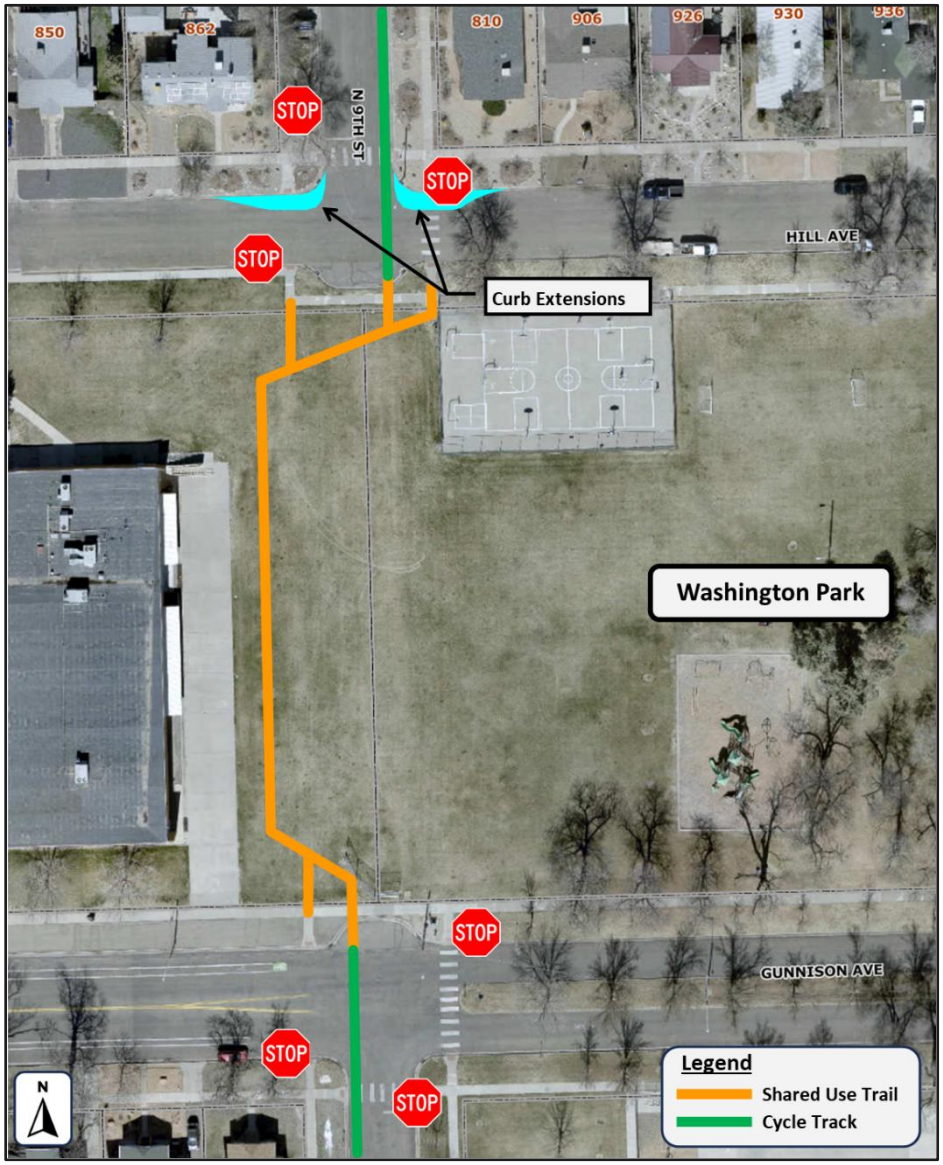
EXISTING CONDITIONS

Washington Park does not have a dedicated path along 9th Street with users needing to travel to 8th Street or 10th Street. However, sidewalk crossings are currently present on both sides of connections to 9th Street with painted crosswalks on the east legs.

PROPOSED CONNECTION:

Washington Park allows for the cycle track to switch from a west side alignment south of Gunnison Ave to an east side alignment north of Hill Avenue. This connection is proposed to be a 10-12' Trail through Washington Park and can be seen in **Figure 10**.

Figure 10 – Proposed Connection Through Washington Park



Imagery Source: City of Grand Junction Geographic Information System

Hill Ave to North Avenue Segment

EXISTING ROADWAY GEOMETRY

The segment of 9th Street from Hill Avenue to North Avenue is relatively uniform and can be described using the following information.

- **Roadway Width** = 33 ft (2 lane section with parking)
- **Sidewalk Width** = 6 ft with 16 ft buffer on both sides of the corridor
- **Right of Way** = 80 ft

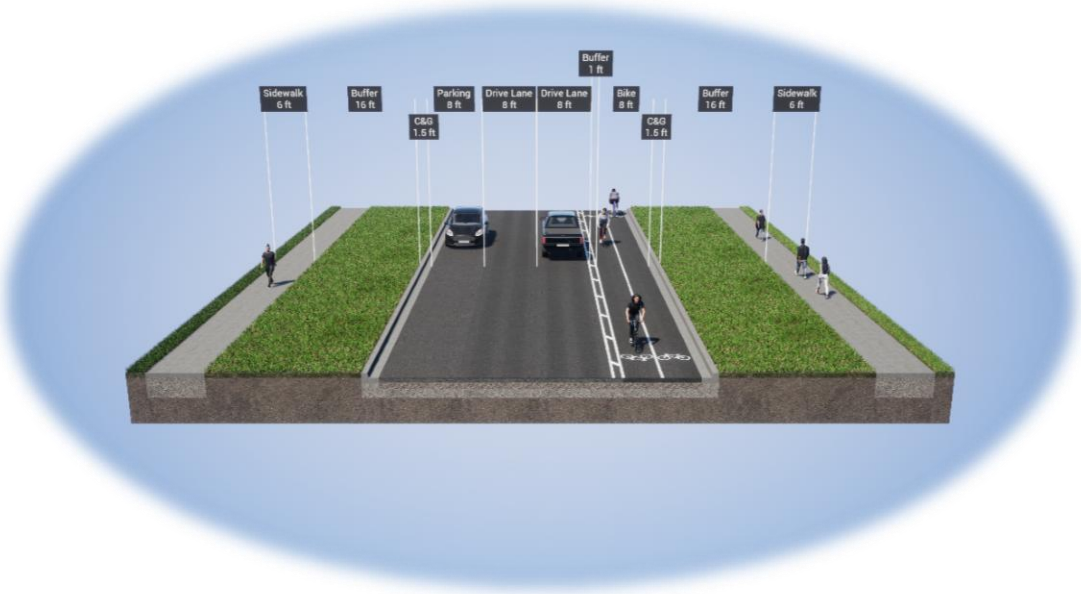
Figure 11 – Existing 9th Street Cross Section from Hill Ave to North Ave



PROPOSED CROSS SECTIONS:

Similarly to the section south of Gunnison Avenue, a cycle track was considered for this segment which would replace the parking on one side of the roadway. The drive lanes need to be reduced from 8.5 feet down to eight feet to make room for a one-foot buffer between the cycle track and drive lanes. A cross section of this alternative can be seen in **Figure 12.**

Figure 12 – 9th Street Eastside Cycle Track Cross Section



INTERSECTION ENHANCEMENTS:

Hill Avenue

1. **All Way Stop** – Converting the intersection from side street stop controlled to all way stop would improve the visibility of pedestrians and cyclists and help reduce speeds of vehicular traffic creating a safer crossing overall. An all way stop is not expected to adversely impact the operations of the intersection however, the control device may not be used effectively for the volumes and could degrade the effectiveness over time. If an all way stop is not implemented, consider a right in right out access restriction or rectangular rapid flashing beacons (RRFB) along Hill Avenue.
2. **Crossbike Striping** – Provides clearly indicated pathways where bicycles should travel through the intersection. Helps drivers see where to watch for bicycles when turning off 9th Street. Provide drivers along Hill Avenue with clear visual indication of a bike crossing.
3. **Crossing Signage** – Clearly indicates where pedestrian and bicycle crossings are located within the intersection. Provides a warning for drivers to look for vulnerable roadway users at the intersection. Installation should follow the Manual on Uniform Traffic Control Devices.
4. **Curb Extensions** – Reduces total distance needed to cross Main Street and provides additional visibility of pedestrians to drivers. The northern parking lane along Hill Avenue provides a good opportunity for curb extensions without interference with vehicular traffic.

North Avenue Reconfiguration

1. **Relocation of 10th Street Signal to 9th Street** – Colorado Mesa University has plans to relocate the 10th Street signal to 9th Street and will serve as a main connection across North Avenue. Pedestrians and cyclists using the 9th Street corridor will be able to utilize Colorado Mesa University's facilities to connect back to 7th Street or over to 12th Street.
2. **Leading Pedestrian Intervals** – Improve safety for crossing pedestrians to allow drivers a chance to see crossing pedestrians prior to turning.
3. **No Right Turn on Red** – Could be added to help protect pedestrians at the intersection. Pairs well with leading pedestrian intervals.

RECOMMENDATION:

Remove on-street parking along 9th Street and provide a cycle track along the eastern side of the corridor which would include a new connection through Washington Park. The relocation of the 10th Street signal will provide a direct connection across North Avenue.

Project Phasing

PHASE 1:

Phase 1 will include the signing and striping improvements between Ute Avenue and North Avenue, installation of bike ramps at Grand Avenue, and the construction of the Washington Park trail connection. These improvements would require minimal infrastructure improvements with the largest addition being the connection through Washington Park. A new connection would require improving the existing crossings at Gunnison Avenue and Hill Avenue with facilities utilizing the western side of the park. The existing roadway can be restriped and signed to incorporate most of the cycle track. Grand Avenue would need to have bike ramps installed due to the curb extensions seen along 9th Street. These improvements would be relatively low cost compared to other improvements needed on the corridor and could be implemented in the near term.

Phase 1 will also include the North Avenue signal relocation. This improvement will require a larger cost but will be required to complete the segment between Ute Avenue and North Avenue as it provides a major connection across North Avenue. Coordination with Colorado Mesa University will be necessary and improvements to incorporate the cycle track should be made.

PHASE 2:

Phase 2 will include the trail construction between Riverside Parkway and Pitkin Avenue, curb and gutter, and improvements to Riverside Parkway. This phase includes larger projects that may not be feasible in the near term and would require a larger investment in planning. The trail construction will include a 10-foot shared use trail that would need to interact with the railroad crossing and may require some adjustments to existing business parking seen along the corridor. Curb and gutter will need to be constructed or modified for the majority of this segment. Riverside Parkway will need the addition of some form of pedestrian signalization which could include a Pedestrian Hybrid Beacon, High Intensity Activated Crosswalk (HAWK), or a signal depending on the timeframe when these improvements are made and how traffic volumes change along 9th Street.

CITY OF GRAND JUNCTION, COLORADO
RESOLUTION NO. ___-26

A RESOLUTION ADOPTING THE 7TH STREET ACTIVE TRANSPORTATION FEASIBILITY STUDY AND ASSOCIATED 9TH STREET ACTIVE TRANSPORTATION CORRIDOR MEMORANDUM

Recitals

The City Council adopted the Pedestrian and Bicycle Plan in 2023. The plan identified the 7th Street corridor as a priority north-south active transportation route to improve bicycle and pedestrian connectivity throughout the community. To implement this goal, the City initiated the 7th Street Active Transportation Feasibility Study in 2024 to evaluate a continuous multimodal corridor from Horizon Drive to the Riverfront Trail.

The study initially evaluated a separated bicycle facility along 7th Street, however between North Ave and Grand Ave an option to convert existing outside vehicle lanes to buffered bicycle lanes was proposed to minimize impact to the trees that were a key part of the character of the 7th Street Historic District. While the study found the proposed lane reconfiguration could accommodate projected traffic volumes, public outreach identified concerns regarding future vehicle capacity and the long-term function of 7th Street as a corridor carrying approximately 15,000 vehicles per day.

In response to community input and planned Colorado Mesa University improvements, City staff evaluated an alternative alignment along 9th Street south of North Avenue. The evaluation determined that the 9th Street corridor provides an opportunity to establish a continuous north-south active transportation route connecting Colorado Mesa University, downtown Grand Junction, surrounding neighborhoods, Washington Park, Riverside Parkway, and the Riverfront Trail while minimizing impacts to higher-volume traffic on 7th Street.

The 7th Street Active Transportation Feasibility Study and associated 9th Street Memorandum recommend a separated bicycle facility along the east side of 7th Street from Horizon Drive to North Avenue and a cycle track along the 9th Street corridor from North Avenue to the Riverfront Trail. Together, these improvements create a continuous, low-stress active transportation corridor for users of all ages and abilities while improving connectivity between major destinations throughout the City.

The studies evaluate corridor alternatives, roadway cross-sections, and intersection treatments to improve safety, visibility, and multimodal connectivity while balancing the operational needs of the City's transportation network. The recommended 9th Street alignment is further supported by planned Colorado Mesa University improvements, including relocation of the North Avenue traffic signal from 10th Street to 9th Street.

The studies recommend a phased implementation strategy beginning with low-cost improvements along 9th Street between North Avenue and Ute Avenue, including pavement markings, signage, traffic control modifications, and a multi-use trail connection through Washington Park. Future phases include completing the 9th Street corridor to Riverside

Parkway and constructing separated shared-use path facilities along 7th Street between North Avenue and Horizon Drive as funding and capital improvement projects become available.

The City Council finds that adoption of the 7th Street Active Transportation Feasibility Study and the associated 9th Street Memorandum will provide long-term policy direction for future transportation planning, grant applications, capital improvement programming, and coordination with Colorado Mesa University and other stakeholders. Adoption of these planning documents does not appropriate funding or authorize construction of any specific project.

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

The 7th Street Active Transportation Feasibility Study and the 9th Street Active Transportation Corridor Memorandum, attached hereto, are hereby adopted as guiding planning documents for the future development of a north-south active transportation corridor within the City of Grand Junction.

The City Manager and staff are authorized to use the recommendations contained in these studies to guide future planning, grant applications, preliminary engineering, intergovernmental coordination, and capital improvement programming, subject to future City Council approval of funding, design, right-of-way acquisition, and construction, as required.

Nothing contained herein shall be construed as appropriating funds or authorizing construction of any phase of the proposed improvements. Future implementation shall be subject to separate City Council approval through the annual budget and Capital Improvement Program processes.

PASSED AND APPROVED this 5th day of August, 2026.

President of the City Council

ATTEST:

City Clerk

Grand Junction City Council

Regular Session

Item #8.a.

Meeting Date: August 5, 2026

Presented By: Ashley Firl, Interim Utilities Director

Department: Utilities

Submitted By: Ashley Firl

Information

SUBJECT:

Contract for Professional Engineering Services Consultant for Phase 2 Persigo Wastewater Treatment Plant Expansion Project Design

RECOMMENDATION:

Staff recommends approval for the City Purchasing Division to enter into a contract with Advanced Engineering and Environmental Services, LLC (AE2S) for professional engineering services associated with the Phase 2 Wastewater Treatment Plant Expansion Project in an amount not to exceed $4,343,538.00.

EXECUTIVE SUMMARY:

The City issued a Request for Proposals (RFP) for professional engineering services for the Phase 2 Wastewater Treatment Plant Expansion Project. Following evaluation of proposals and interviews, the selection committee recommended AE2S as the preferred consultant.

Following selection, staff worked collaboratively with AE2S to refine its proposed scope of services to align directly with the requirements identified in the City's RFP while preserving several value-added tasks that will improve project development and reduce implementation risk. The revised proposal reflects a scope that is comparable to the competing proposal while allowing the City flexibility to utilize additional services only as needed throughout the project.

Staff recommends approval of a contract with AE2S for planning, design, permitting, project management, CM/GC support and construction phase engineering support for the Phase 2 Wastewater Treatment Plant Expansion Project.

BACKGROUND OR DETAILED INFORMATION:

In 2020 the Persigo Wastewater Treatment Plant Master Plan identified a phased approach to expand treatment capacity and rehabilitate aging infrastructure to meet projected growth, maintain regulatory compliance, and continue providing reliable wastewater service to the community. Phase 1 improvements are currently nearing the end of construction and focus primarily on expanding the treatment capacity of existing unit processes and infrastructure.

Phase 2 improvements represent the next major investment in the City's wastewater treatment system and include rehabilitation or replacement of major treatment processes, solids handling facilities, electrical systems, and other aging infrastructure necessary to maintain reliable operations and accommodate future growth. Because the project will be constructed within an operating wastewater treatment plant, the City sought a consultant with demonstrated expertise in planning, designing, and sequencing complex municipal wastewater improvements.

Approval of this contract authorizes the professional engineering services needed to advance the project through planning, design, permitting, CM/GC support, and construction phase engineering support. Following consultant selection, design is anticipated to begin immediately and continue through 2027. Construction is expected to begin in phases thereafter using the Construction Manager/General Contractor (CM/GC) project delivery approach to maintain continuous operation of the wastewater treatment plant while improvements are implemented.

The City elected to procure engineering services through a qualifications-based Request for Proposals (RFP) process because of the project's complexity and long-term importance. A formal RFP was issued through BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, distributed to the Grand Junction Area Chamber of Commerce and the Western Colorado Contractors Association, and advertised in the Grand Junction Daily Sentinel.

The City received proposals from two firms, AE2S and Burns and McDonnell. The Burns and McDonnell team is based in Centennial, Colorado, while AE2S is proposing to manage the project from its Grand Junction office. The selection committee evaluated proposals using the criteria identified in the RFP, including:

- Responsiveness of the proposal
- Understanding of the project and objectives
- Relevant experience and qualifications
- Project approach and implementation strategy
- Proposed fee

Scope of Services

Following proposal evaluations and interviews, the selection committee recommended AE2S as the preferred firm and entered into contract negotiations.

Staff worked with AE2S to review its proposal line-by-line against the City's scope of work as defined in the RFP. During contract negotiations, AE2S removed or reduced several proposed services that exceeded the City's originally requested scope, including items such as an independent advisory panel, peer facility visits, expanded project management activities, regulatory consultation beyond the RFP requirements, and additional construction support. These revisions reduced the originally bid engineering fee while preserving the services necessary to successfully plan, evaluate, design, permit, bid, and support construction of the Phase 2 improvements.

As part of the City’s RFP process, a firm’s project approach and implementation strategy is an inherent component of the evaluation, particularly for a project of this nature. The value-added services that AE2S proposed above and beyond the RFP scope were determined to provide meaningful benefit to project development, decision-making, and risk reduction. Rather than removing these services entirely, the contract will be structured so these well-defined tasks may be authorized as needed during project execution. This approach provides flexibility while allowing the City to take advantage of additional technical resources when they provide value to the project. The proposed scope includes:

- Planning and process evaluation
- Alternatives analysis and conceptual design
- Final engineering design
- Regulatory permitting
- CM/GC support
- Construction phase engineering support

This comprehensive scope will allow the City to initiate the Phase 2 Wastewater Treatment Plant Expansion Project while maintaining flexibility throughout design as project priorities evolve.

Per Section 10.10 of the Purchasing Manual, all solicitation documents remain confidential until contract award.

FISCAL IMPACT:

The not-to-exceed contract amount of $4,343,538.00 is included within the approved capital budget for the Phase 2 Wastewater Treatment Plant Expansion Project in the 2026 Sewer Enterprise Fund.

SUGGESTED MOTION:

I move to approve the City Purchasing Division to enter into a contract with AE2S for professional engineering services associated with the Phase 2 Wastewater Treatment Plant Expansion Project in an amount not-to-exceed $4,343,538.00.

Attachments

1. 2020 Persigo Master Plan Summary Status
2. Persigo Phase 2 Design Presentation

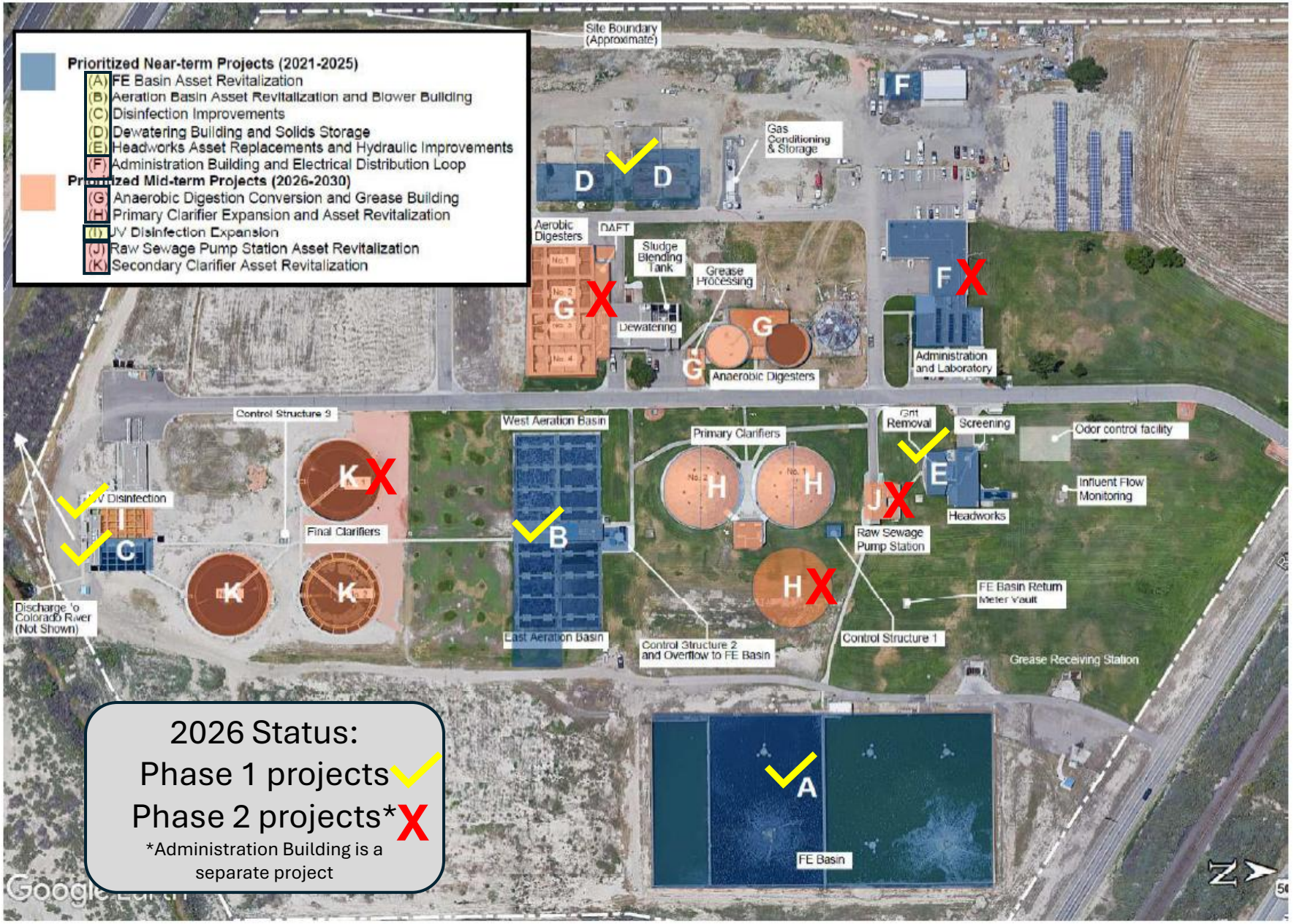


Figure ES.15 Aerial Image of Persigo WWTP Implementation Projects for 2021-2030

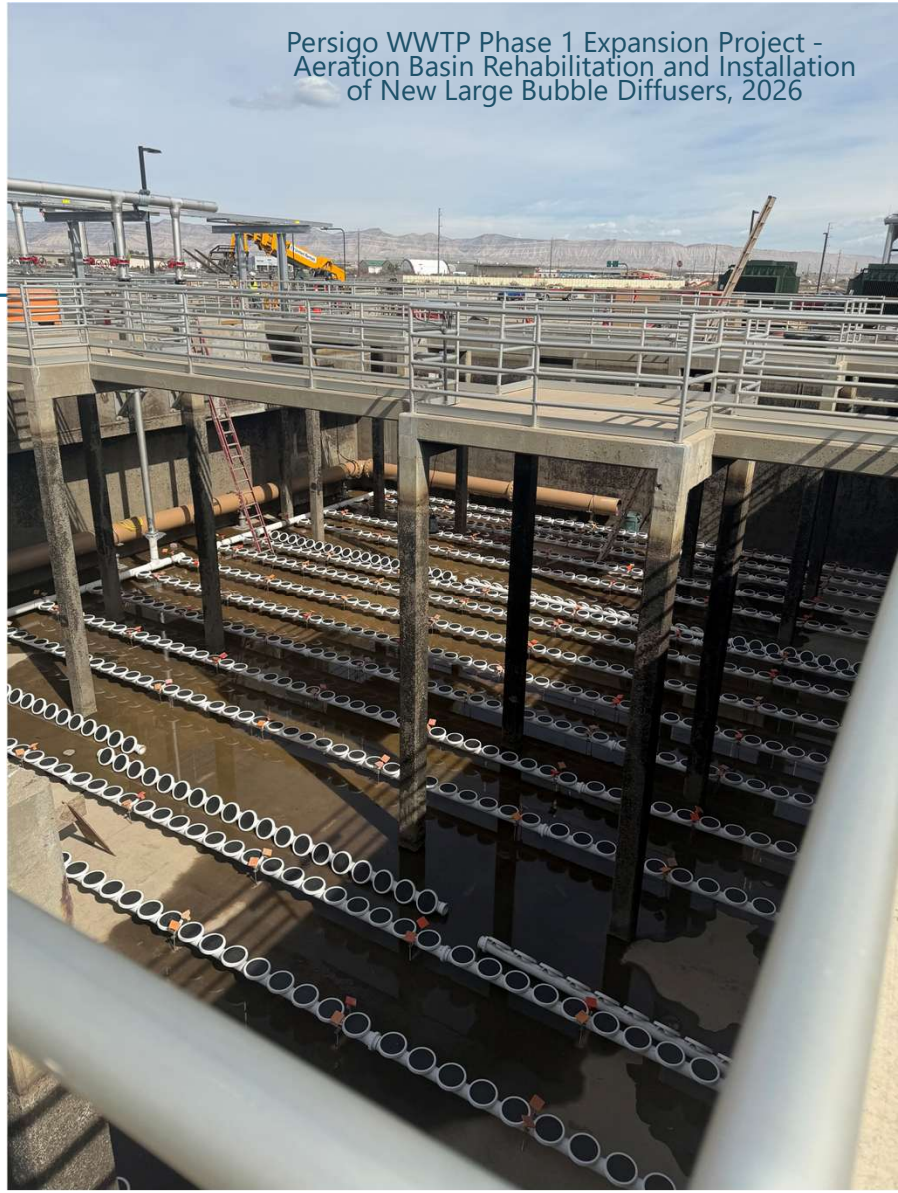
Phase 2 Persigo WWTP Expansion Project

Professional Engineering Services Consultant Contract

Ashley Firl
Interim Utilities Director
Environmental Compliance and Sustainability Manager

Why Phase 2?

- 2020 Persigo Wastewater Treatment Plant (WWTP) Master Plan
  - 3-phased approach
  - Expand treatment capacity
  - Rehabilitate and replace aging infrastructure
- Phase 1
  - Capacity increase 12.5 MGD → 15 MGD
  - Aeration basin expansion and rehabilitation
  - UV Disinfection treatment upgrade
  - Headworks improvements
  - Centrifuges and dewatering building construction
  - **Nearing completion**



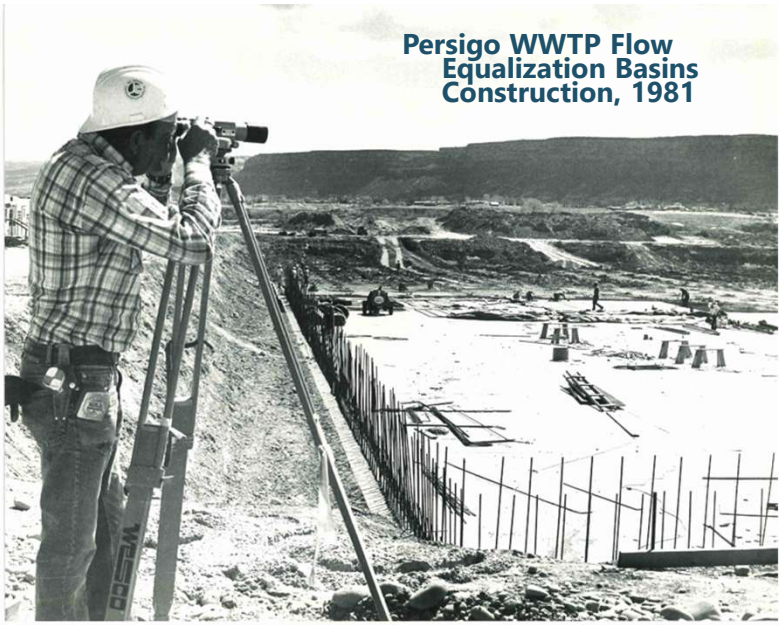
Persigo WWTP Phase 1 Expansion Project - Aeration Basin Rehabilitation and Installation of New Large Bubble Diffusers, 2026

Phase 2 Project Scope

- Rehabilitation of treatment processes
  - Primary and secondary clarifiers
  - Raw sewage wet well
- Solids handling
  - Anaerobic digestion
  - Grease waste receiving
  - DAF
- Biogas and Renewable Natural Gas (RNG)
- Electrical infrastructure
  - Medium voltage distribution loop design
- Regulatory drivers
  - Biosolids management
  - Nutrient removal

CITY OF Grand Junction COLORADO

Project Delivery



Persigo WWTP Flow Equalization Basins Construction, 1981

TODAY

RFP Issued and Design Consultant Contract Awarded

Winter 2026

30% Design and CM/GC Selection

Summer 2027

90% Design, CM/GC Cost Alignment and Finalize GMP

Winter 2027

Phase 2 Construction Begins

Fiscal Impact

Funding for this capital project is included in the approved 2026 Sewer Enterprise Fund budget.

AE2S Professional Engineering Contract Services include:

- Planning and process evaluation
- Alternatives analysis and conceptual design
- Final engineering design
- Regulatory permitting
- CM/GC support
- Construction phase engineering support

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Questions and Discussion

Thank You



Persigo WWTP Effluent Diffuser
Installed in 2019