General Meeting/Pre-Application Conf	Charles and a
General recently Tre-Rophication Conf	crence Check ist Date 9/23/02
Applicant Jeff (vaudelf Phone 25	40-6307Hm -7-11600. Tax Parcel # 2945-013-10-053
Location 2710 Patterson Rd Prop	posal Convert Res. to Office
Meeting Attendees Jeff Crandell; Geo	rge Miller, Rick Di Soutar
While all factors in a development proposal require careful thought, petitioner's attention as needing special attention or consideration. oprocess. General meetings and pre-application conference notes/staconference date shown above. Incomplete submittals will not be accomplete.	preparation and design, the following circled items are brought to the Other items of special concern may be identified during the review industrial are valid for only six months following the meeting/cepted. Submittals with insufficient information identified during the line be scheduled for a public hearing. Failure to meet any deadlines for hearing or being public from the
ZONING & LAND USE	DY (ADITIVICATION OF
a. Zoning: Zo	PLANNER'S NOTES
b. Future Land Use Designation:	1200 DT
c. Growth Plan, Corridor & Area Plans Applicability:	
OFF-SITE IMPACTS	
 a. access/right-of-way required 	Shared access If passible of TEDS
b. traffic impact	exception
c. street improvements	
d. drainage/stormwater management	
e. availability of utilities	
SITE DEVELOPMENT	
a. bulk requirements	
b. traffic circulation	
parking (off-street: handicap, bicycle, lighting) (d.) landscaping (street frontages, parking areas)	8 parking sp. Foodon est to of building
(d.) landscaping (street frontages, parking areas) screening & buffering	8 parking so Award on est of of building three / 2500 sq. ft. of lot, lahoub / 300 sq. ft.
f. lighting & noise	3 land 30000 Strip Between 9.7+ 1 property
g. signage	tropoloulusing included in the last at the first at the f
MISCELLANEOUS	Revocable Permit for sign in ROW
a. revocable permit	
 State Highway Access Permit 	
 floodplain, wetlands, geologic hazard, soils 	
d. proximity to airport (clear or critical zone)	
OTHER	
a. related files	
 neighborhood meeting 	
FEES App+F.L. G!P DR.	
Ap+F.L. G.D DR. a. application fee: 140+35+40=\$215	
Due at submittal. Checks payable to City of GJ	
 Transportation Capacity Payment (TCP): 	
c. Drainage fee:	
d. Parks Impact Fee:	
e. Open Space Fee or Dedication:	
f. School Impact Fee:	
g. Recording Fee:	
h. Plant Investment Fee (PIF) (Sewer Impact):	
PROCESSING REQUIREMENTS	
a. Documents – ZDC, SSID, TEDS, SWMM	
b. Submittal Requirements/Review Process	
c. Annexation (Persigo Agreement)	

PLEASE RETURN A COPY OF THIS FORM IN THE COMMUNITY DEVELOPMENT DEPT. REVIEW PACKET

Planner's Name: SUBMITTAL CHECKLIST MAJOR SITE PLAN REVIEW Expiration-6 months from above date Project Name: / Location: 2710 Patterson **ITEMS** DISTRIBUTION City Fire Dept / Clifton Fire Depl City Transportation Engineer Date Received: City Development Engineer City Real Estate Manager City Code Enforcement City Parks/Recreation City Downtown Dev. Receipt #: Corps of Engineers School District #51 File #: SPR-2003 - 065 County Planning City Addressing City Sanitation Persigo WWT. City Attorney Sewer District Excel 5 DESCRIPTION 0 0 o 0 O P • 0 O Application Fee \$ VII-1 Development Application Form* VII-1 1 1 1 1 1 1 1 1/1 1 1 Submittal Checklist* VII-4 Review Agency Cover Sheet* VII-3 1 1 Location Map VII-3 1 1 1 1 1 1 Planning Clearance* VII-3 O Names & Addresses* Fee\$ VII-3 General Project Report X-08 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1. 1 Site Plan IX-31 1 1 1 11"x17" Reduction of Site Plan IX-31 Evidence of Title/Lease Agreement VII-2 1 O Legal Description* VII-3 1 Deeds, ROW and Easements VII-2.3 1 1 Avigation Easement /NGESS/BA 1 1 DIA/Guarantee* VII-2 O CDOT Access Permit VII-4 Building Elevations IX-10 1 O Road Cross-Sections IX-28 2 O Roadway Plan and Profile 2 IX-29 O Traffic Impact Study X-15 O Water & Sewer Plan and Profile IX-35 2 O. Industrial Pretreatment Sign-off VII-4 O Drainage & Irrigation Checksheet® XI-02 1 ■ Final Drainage Report OR FEE CHE X-5,6 2 1 Grading and Drainage Plan IX-13 1 O Storm Drainage Plan-Drawing/Report IX-32 2 O Stormwater Management Plan 2 X-14 Transaction Screen Process/Phase II X10,16 1 **Environmental** O Final Geotechnical Report X-07 1 O Detail Sheet IX-09 2 • Landscape Plan on Site Plan? IX-19 2 1 · Lighting Plan- pasite Plan IX-20 1 1 XI-03 O Boundary Survey na Notes: An asterisk in the item description column indicates that a form is supplied by the City. May 2002

A DEPENDS ON DRAINAGE SOLUTION. WEIGHBORS PROPERTY. To the West.

Pre-application Meeting Development Engineer Notes

Date: <u>9-23-02</u> Time: <u>10.15</u>

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Pre-application Meeting Development Engineer Notes

Date: <u>9-23-02</u> Time: <u>10.15</u>

Project:		
Location: 2710 Patter	ton Tax ID no	o
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Planner(s): Yeuta Co.	tello	
Engineer: That Nove	is Steary My	ller
Site visit (date: NA): W		
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RECEIPT OF APPLICATION

DATE BROUGHT IN: 4/9/0.	8			
CHECK #:	AMOUNT:			
DATE TO BE CHECKED IN BY: _	4/11/03			
PROJECT/LOCATION: 27/0	Patterson Rd.			
Items to be checked for on application	form at time of submittal:			
Application type(s)				
Acreage				
Z Zoning				
☑ Location	· · · · · · · · · · · · · · · · · · ·			
☑ Tax #(s)				
Project description				
Property owner w/ contact person, a	ddress & phone #			
Developer w/ contact person, address	ss & phone #			
Representative w/ contact person, ac	•			
Signatures of property owner(s) & person completing application				

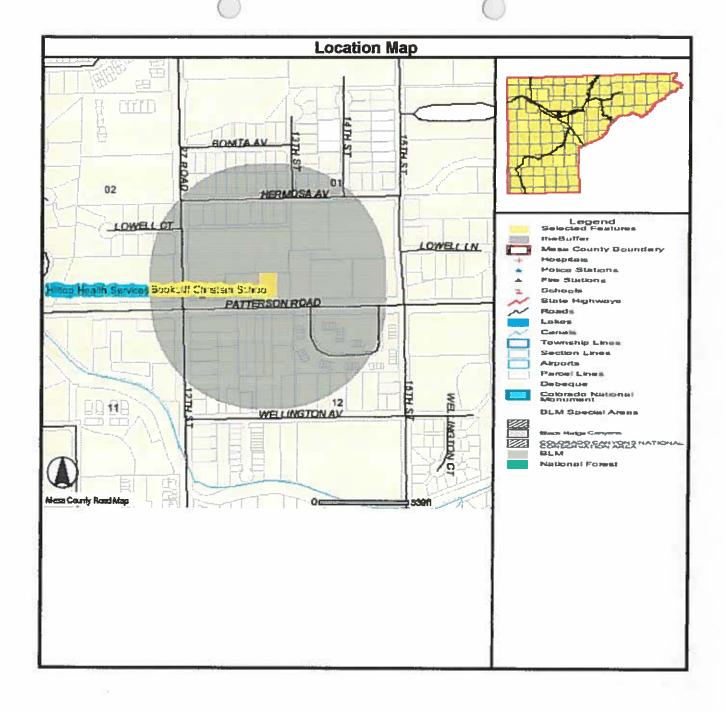


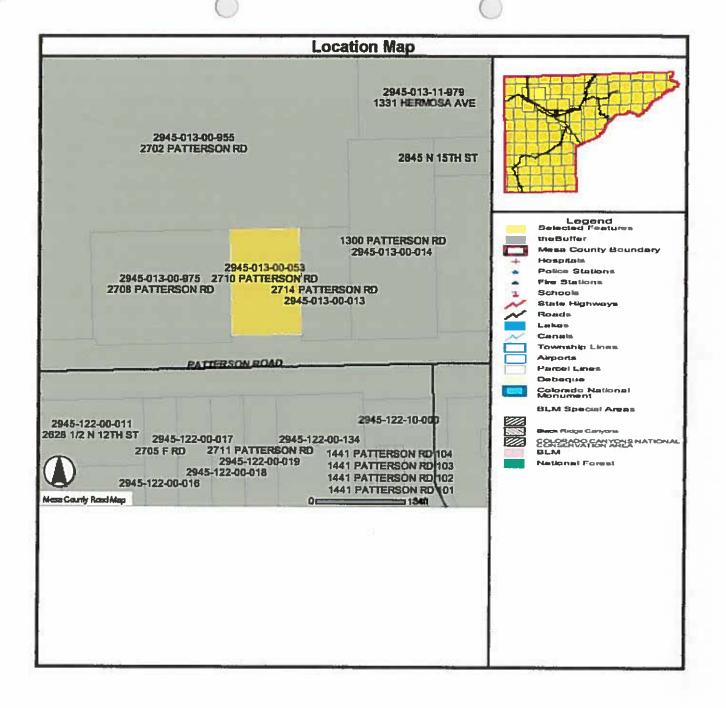
DEVELOPMENT APPLICATION

Community Development Dept 250 North 5th Street Grand Junction CO 81501 (970) 244-1430

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 hereby petition this:

Signature of Person Completing Application Date	Petition for (check all appropriate boxes):		
Site Acreage/Square footage: Site Zoning: Site	Subdivision Plat/Plan - Major Preliminary Subdivision Plat/Plan - Major Final Planned Development - ODP Planned Development - Preliminary Planned Development - Final Annexation/Zone of Annexation From: To: Site Location:	Site Plan Review - Minor Conditional Use Permit Vacation, Right-of-Way Vacation, Easement Extension of Time Rezone From:	☐ Minor Change ☐ Change of Use ☐ Revocable Permit ☐ Variance ☐ Growth Plan Amendment ☐ From:
Property Owner Name 2829 North Ave. # Jos Address Ad	2710 Patterson Rd		
Representative Name			Site Zoning:
Property Owner Name Property Owner Is Owner of record on data of submittal. Property Owner Is Owner of record on data of submittal. Property Owner Is owner of record on	Project Description:	.387	RO
Property Owner Name 2829 North Ac. 105 Address Address Address Address Address Address Address Address Address City/State/Zip City/State/Zip City/State/Zip City/State/Zip Business Phone No. Business Phone No. Business Phone No. Business Phone No. Crand Co. Amfam. Com E-Mail E-Mail E-Mail E-Mail E-Mail E-Mail E-Mail E-Mail Contact Person Contact Person Contact Person Contact Person Contact Person Contact Phone No. Contact Phone No. Contact Phone No. Contact 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 overgoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application appresented, the item may be dropped from the agende and an additional fee charged to cover rescheduling expenses before it can again be placed on be agended. Signature of Rengol Completing Application Date Required Signisture of Legal Property Owner(s) - attach additional sheets if pecassary.	INSURANCE OFFIC	ϵ	34.
Daveloper Name 2829 North Ave. 105 Address Business Phone No. Business Phone No. Business Phone No. Business Phone No. E-Mail E-Mail E-Mail E-Mail E-Mail Contact Person Contact Person Contact Person Contact Person Contact Phone No. Contact Person Cont			en KOEFF (RANDEU
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Business Phone No. Contact Phone No. Contact Person Contact Person Contact Person Contact Phone No. Contact Person Contact Phone No. Contact Person Contact Pe	GRAND UNCTION, 60 81501	Address	Address
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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 be agended and an additional fee charged to cover rescheduling expenses before it can again be placed on the agenda. Signature of Person Completing Application Date Required Signature of Legal Property Owner(s) - attach additional sheets if necessary			
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	Required Signature of Legal Property Owner(s) - attach addi	tional sheets if necessary	







CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5th Street • Grand Junction, CO 81501

April 16, 2003

ACCEPTANCE LETTER

A submittal for the Crandell Insurance Office (SPR-2003-065) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Senta Costello, the project planner, at 244-1442 or sentac@ci.grandjct.co.us.

Review comments for the project will be available on 5/13/03 after 4:00 P.M., approximately 5 weeks from the application submittal date.

If this project requires a public hearing, a sign must be posted on the property a minimum of ten (10) days in advanced of the hearing. There will be a \$50.00 refundable deposit required at the time the sign is picked up from Community Development.

cc: SPR-2003-065

City of Grand Junction Public Works Department 250 North 5th Street Grand Junction, CO 81501-2668

Phone: (970) 244-1555 FAX: (970) 256-4022

March 3, 2003

Mr. Jeff Crandell 2710 Patterson Road Grand Junction, CO 81506

RE: TEDS Exception No. 05-03, to Reduce Access Spacing at 2710 Patterson

Dear Mr. Crandell;

Please find attached the committee's decision on the above request. As stated in the recommendation, this approval is conditioned on the delivery of an access plan designed to meet all other requirements of the TEDS and a properly worded joint access agreement in favor of all adjoining properties.

With the submittal of the above items, you may use this decision to proceed through the development review process. If you have any question concerning this decision, please feel free to contact the Development Engineer in charge of your project or me at (970) 256-4047.

Sincerely,

Michael G. McDill, P.E.

City Engineer

C: Rick Dorris, Development Engineer (256-4034)
Pat Cecil, Development Services Supervisor



City of Grand Junction
Public Works Department
250 North 5th Street
Grand Junction, CO 81501-2668
Phone: (970) 244-1555

FAX: (970) 256-4022

DESIGN EXCEPTION #DE05-03

To:

Mark Relph, Director of Public Works & Utilities

Thru:

Tim Moore, Public Works Manager

Copy to:

Rick Dorris, Development Engineer

Pat Cecil, Development Services Supervisor

From:

Mike McDill, City Engineer

Date:

February 25, 2003

RE:

Request to Reduce Access Spacing at 2710 Patterson

DESCRIPTION OF THE SITUATION

Applicant is planning to convert an existing house to an insurance office at the above location. The plan proposes to close one access and widen the second to provide two way traffic. The new access is located 135 feet east of an existing access into the Counseling Center and approximately 80 west of the next residential driveway. Section 4.1.1, Spacing, requires, "...access spacing shall be 150' or greater...." This criteria should be seriously considered anywhere along Patterson Road and is not proposed to change for arterial streets in the latest TEDS revisions. The proposed access will need to consist of a 16-foot entrance lane and a 12-foot exit with a separation island to discourage left turns onto Patterson. It should also be expected that eventually left turns from Patterson will be eliminated, possible as part of the development review for this site plan.

Applicant proposes to execute a joint access agreement in favor of the property to the east.

The applicant requests exception from Section 4.1.1, Spacing.

EXCEPTION CONSIDERATIONS

1. Will the exception compromise safety?

This plan will immediately eliminate one access point along Patterson Road. It would also lead to the future elimination of the direct accesses to the Counseling Center and the property to the east if the joint access agreement was worded broadly enough. This developer should be required to execute a joint access agreement for any neighboring properties that can potentially use this access point. No significant safety issue exists at the new location because it will eventually be the only one in the vicinity and future opposing accesses will be separated by a median.

- 2. Have other alternatives been considered that would meet the standard?
 - The applicant considered two other alternatives. He has tried to work with the Counseling Center to develop a joint drive at the common property line, but they have declined to participate. In fact, this location will be farther from the intersection with 12th Street and will better accommodate any future right turn lane for west bound Patterson at 12th. He also made an effort to work with the property to the east with no success. This property appears to be the best location for a shared access for these properties.
- 3. Has the proposed design been used in other areas?

 Yes. We are encouraging shared accesses on all major streets around the City.
- 4. Will the exception require CDOT or FHWA coordination? No.
- 5. Is this a one-time exception or a manual revision?

 This would be a one time exception to the spacing requirements along major arterial streets.

Staff Recommendation

I recommend approval of the requested Design Exceptions to Section 4.1.1 to allow the new parking lot access from Patterson Road, as long as it is designed to meet all other requirements of the TEDS and a properly worded joint access agreement is signed and delivered. In the future reference may be made to this exception when the adjoining properties re-develop.

Recommended by: Millian Myllich
Approved as Requested:
Approved as Recommended:
De la Company
MAL Queland
MITTER

From:

Hank Masterson

To:

Senta Costello 9/24/02 8:29AM

Date: Subject:

General meeting: 2710 Patterson

Fire's Comments:

1. A fire flow form is <u>not</u> required--exisitng flow records are adequate.

Thanks,

hank

DevRev Patterson 2710 GenMtg 9-23-02 Miller

Proposal is to convert a home to an office facility. Site is on the north side of Patterson (a principal arterial) and is about 400' east of 12th St. (a minor arterial). Site may be effected (restricted to westbound only frontage) should City Market's proposed development occur. Surrounding land use is mixed commercial/medical/residential.

The building will enclose about 2300 sqft of office area, and will have 10 parking spaces on site. This site has sidewalk in place along its frontage.

Proposal comments:

- 1. Due to the site's placement on and near arterial roadways, access consolidation, or improved flow to and from the access, are of great importance. Ideally, this site will consolidate access with an adjacent property.
- 2. It appears this site meets the 2001 Urban Trails Master Plan requirement walkway facilities along this section of Patterson.

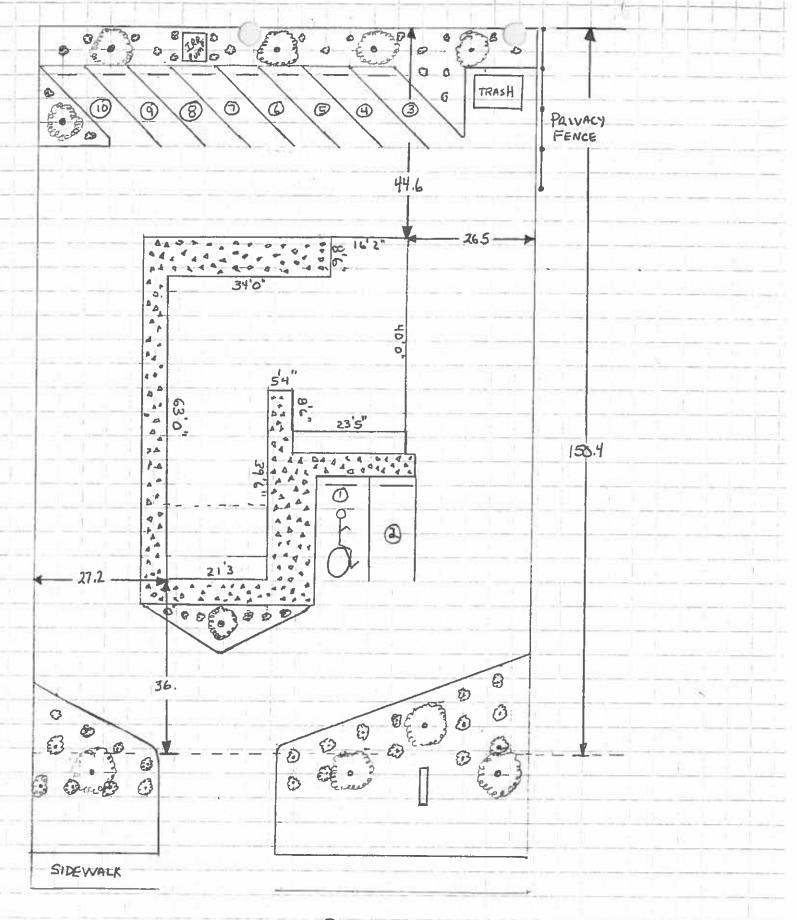
Mike,

Yet another TEDS exception. I have mixed thoughts on this one.

Jeff Crandall wants to turn this house into an insurance office. It is zoned R-O. It formerly had a day care in it.

For reasons that don't make much sense to me, Jeff Crandall and the counseling center to the west don't want to share an access. He is however showing how he could eventually share access with the single family home to the east when it redevelops. He is also eliminating one access on Patterson. Also his impact should be less than the day care.

I would prefer that 2710 and the counseling center combine entrances but this might be an alternative acceptable to the committee.



PATTERSON RD.

APPLICATION COMPLETENESS REVIEW

Use "N/A" for items which are not applicable	
Date: $4/1/03$	
Project Name:	(if applicable)
Project Location: 2710 Pafferson	(address or cross-streets)
Check-In Staff Community Development:/ Development Engineer:	initials of check-in staff members
APPLICATION TYPE(S): 5PR	
(e.g. Site Plan Review)	
# ~ <u></u>	
FEE PAID: Application: 140000	BALANCE DUE:
Acreage:	O Yes amount \$
Public Works: 7500	No
COMPLETENESS DEVIDENT	
COMPLETENESS REVIEW:	0.7
Originals of all forms received w/signatures? Yes	^o No, list is missing items below
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- 1 _{2,2} 50	
Missing drawings, reports, other materials: No Note: use SSID checklist	Yes, list missing items below
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*	150
•	
Incomplete drawings, reports, other materials? No Note: Attach SSID checklist(s) w/incomplete in	O Yes, list missing items below aformation identified
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Professional stamp/seal missing from	drawings/repo	orts?	
^o No ^o Yes, list i	missing items	below	
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Other: Please list below			
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PROJECT ASSIGNMENT AND PRO	CESSING		X
Project Manager:	Seta		
G 1.1 December Instruction -			
Special Processing Instructions:			
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City of Grand Junction Community Development Department 250 North 5th Street Grand Junction CO 81501

Telephone: (970) 244-1430 Fax: (970) 256-4031

Email: CommDev@ci.grandjct.co.us



Review Agency Comment Sheet

	(Petitioner: Please fill in blanks in this section only unless other	erwise indicated)
Date:	13.03 To Review Agency: Con	
Daic.	10 Review Agency: Com	munity Development
File No: <u>5/</u>	PR-2003-065 Staff Planner: Sent	a Costello
То	be filled in by City Staff) (To be filled in	
Project Name	e: INS OFFICE	
Trojootrum	o. The office	
	0 7	
Location:	2710 PATTERSON KD	
	10.0	
Development	Review Meeting Date: 5/6/03	
-	(To be filled in by City Staff)	28
	Ea nt	
additional rev	iew Agencies: Please email comments to: CommDev@ci.g 4031 or mail written comments to the above address. NOTH iew information will not be provided. Agencies: Please type your comments in Impact AP. All comments must be returned to the second comments in Impact AP.	E: If this form is not returned,
	The state of the s	
	Community Development Department no	later than
	(To be filled in by City Staff) 5/5/03	= \$6
	NOTE: Please identify your review comments on plan s the date, your name and company/agency for future	ets by printing reference.
eviewed By		
cvicwed by	Date	
mail Address	Telephone	

From:

"Bob Lee" <BLee@co.mesa.co.us>

To:

<CommDev@ci.grandjct.co.us> Wed, Apr 16, 2003 2:33 PM

Date: Subject:

Agency Review

SPR-2003-066 No objections to the application. All contractors working on the project must be licensed by the City of Grand Junction. Need separate building permit for each building.

SPR-2003-065 No objections to the application. Building plans submitted for plan review must be sealed by an architect. All contractors working on the project must be licensed by the City of Grand Junction.

MSP-2003-064 No objections to the application. All contractors working on the project must be licensed by the City of Grand Junction.

Denta

AP 1/17/03

From:

"Basford, John A" < John.Basford@XCELENERGY.COM>

To:

"review agency" <CommDev@ci.grandjct.co.us>

Date:

Mon, Apr 28, 2003 9:34 AM

Subject:

SPR-2003-065 Crandell Insurance Office

No objections, we reserve the right to request and receive easements if necessary.

John A. Basford Planner Design Group 2538 Blichmann Ave. Grand Junction Co. 81505 Ph.(970)244-2630 Fax (970)244-2661 john.basford@xcelenergy.com Mon

4001

FAX TRANSACTION

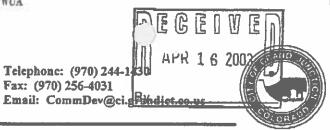
Grand Valley Water Users' Association Grand Valley Project, Colorado 1147 24 Road

Grand Junction, CO 81505-9639

Phone: (970) 242-5065 FAX: (970) 243-4871 Date: 5/5/03 To: Community Drugloom out Fax No: 256-4031
DEPARTMENT From: Richard Proctor, Manager KE: SPR-2003-065 Comments

_NUMBER OF PAGES (INCLUDING COVER SHEET): _______

City of Grand Junction
Community Development Department
250 North 5th Street
Grand Junction CO 81501



Review Agency Comment Sheet

				_	
	(Petitioner: Please	fill in blanks in this s	ection only unless othe	rwise Indicated))
Date:	4/14/03	To Revi	ew Agency: Grand	Valley Wate	er Users
File No: S	SPR-2003-065	Staff Planner:	Senta Costello		
				be filled in by C	ily Staff)
Project Nam	e: Crandell Insur	rance Office			
Location:	2710 Patterson I	Road			
A developme	ent review meeting has	s been scheduled fo	or the following date	5/6/	03
					d in by City Staff)
				(10 00)	
		COMM (For Review A			
comments to	view Agencies: Please (970) 256-4031 or ma not comment, addition ded.)	ul written commen	ts to the above addr	ess. NOTE:	If your review
	PLEASE	SEE ATTACHED I	LETTER		
City Review	Agencies: Please type	e your comments i	n Impact AP.		
	All comments	must be returned	to the <u>5/5/03</u>		
		(To be filled in by	City Staff)		
	NOTE: Please iden the date, your n		comments on plan : y/agency for future		ing
Richard L. Reviewed By	Proctor, Manager	<u>Crand Valley Wa</u>	Date	riation	5/5/03
			970-242-5	5065	
Email Addres	SS		Telephone		Revised August 2002

GRAND VALLEY WATER USERS ASSOCIATION

GRAND VALLEY PROJECT, COLORADO

1147 24 Road (970) 242-5065 FAX (970) 243-4871 GRAND JUNCTION. COLORADO 81505

May 5, 2003

Community Development Department 250 North 5th Street Grand Junction, CO 81501

Re: SPR-2003-065 Crandell Insurance Office

Dear Ladies and Gentlemen:

Grand Valley Water Users' Association (GVWUA) has reviewed the subject information that was provided and makes the following comments.

- The subject property does receive GVWUA irrigation water.
- 2. There are no GVWUA irrigation or drainage facilities which are directly located on the subject property.
- However, the GVWUA Drain D drainage system will be negatively impacted by the discharge of the stormwater run-off from the subject property. It appears that such stormwater run-off will be directed into the street, Patterson Road. Afterwhich, such stormwater is then discharged into the GVWUA Drain D pipeline that is buried under Patterson Road.
- 4. The developer does not have authority to direct storm water run-off from this development into said GVWUA drain ditch, either directly or indirectly. Storm water run-off <u>cannot</u> be directed to said Drain D System because of existing capacity problems and water quality concerns. Such discharge of storm water run-off is a change of use from the purpose for which Drain D was constructed. The directed discharge of storm water run-off, either directly or indirectly, from this subject development into the GVWUA Drain D would be a <u>POINT SOURCE POLLUTION</u> first to Drain D, then to the Colorado River. The discharge of stormwater run-off from impervious surfaces either

Page 2 Crandell Insurance Office May 5, 2003

- 5. directly or indirectly constitutes a trespass and an illicit discharge for which the developer will be held liable.
- 6. The developer needs to retain the stormwater on site and not discharge it off the subject property.

If there are any questions about the issues raised in this letter, please call GVWUA at 242-5065.

Sincerely, Richard Proctor

Richard L. Proctor, Manager

xc: Jeff Crandell - Fax #257-1237

QED Surveying Systems, Inc. – Fax #241-7025



COMMITMENT TRANSMITTAL 9/16/2002

	22011111111	
CRANDELL/FID 2710 Patterson R		SU
We are transmitting herewith, in connection	with the above captioned file, the items marked below:	
X Commitment for Title Insurance Amended Commitment for Title In X Copies of items listed as Exceptions	surance Amended items include the following: s on above Commitment for Title Insurance	
Certificate of Taxes Due	X Certificate of Taxes Due will follow	
Lien Affidavit Other: Copies are being sent to: (0) FIDELITY MORTGAGE CO (1) MERIDIAN LAND TITLE LI	The state of the s	
(1) MERIDIAN LAND TITLE, LI PLEASE NOTE: ILC is required.	LC ATTN: Kelli Vanderhoofve	en.
PLEASE NOTE: ILC is required. Tammy Tammy	GARD Please direct any closing inquiries to:	KELLI VANDERHOOFVEN
Mrs.	INVOICE:	
	DESCRIPTION	AMOUNT
Cwner's Policy Amount: \$0.0 Loan Policy Amount: \$148,000.0 Additional Policy Amount: \$0.0	Endorsement Form 100 (Residential)	\$320.50 \$30.00
	Endorsement Form ALTA 8.1 (Residential)	\$30.00

Total amount due payable upon closing, subject to cancellation fee.

TOTAL AMOUNT DUE:

\$15.00

\$395.50

Ln# 1042138

Tax certificate

Thank you for your order, and for giving us the opportunity to serve you!

We appreciate your business and the confidence you have placed in us.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

FILE NUMBER: 58786

1. Effective date: September 04, 2002 at 8:00 AM

2. Policy or Policies to be issued:

A. ALTA Owner's Policy
Proposed Insured:

Amount of Insurance

50.00

D: ALTA Loan Policy Proposed Insured:

FIDELITY MORTGAGE COMPANY , its successors and/or assigns

C. Not Applicable
Proposed Insured:

NONE

\$148,000.00

\$0.00

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

Fee Simple

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

JEFFERY E. CRANDELL & Linda C. Crandell To

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

Beginning 30 feet North and 464.4 feet East of the Southwest Corner of Section 1, Township 1 South, Range 1 West of the Ute Meridian, thence North 179.4 feet, thence East 103.88 feet, thence South 179.4 feet, thence West 103.88 feet to the point of beginning.

EXCEPTING THEREFROM the South 20 feet thereof, as conveyed to City of Grand Junction for street right-of-way and utility purposes by Quit Claim Deed recorded May 23, 1977, in Book 1106 at Page 145, West County, Colorado.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - Section 1 Requirements

TLE NUMBER: 58786

The following are the requirements to be complled with:

- A. Pryment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- . Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - 1. Deed of Trust sufficient to mortgage the fee simple estate or interest in the land described herein, to the proposed insured, Schedule A, Item 2(B).
- Release of Deed of Trust executed by Jeffery E. Crandell, to the Public Trustee of Mesa County in favor of Unifirst Mortgage Corporation, to secure \$148, 500.00 and any other obligations secured thereby, dated April 15, 2002, and recorded April 18, 2002 in Book 3061 at Page 654. The beneficial interest under said Deed of Trust was assigned to Washington Mutual Bank, FA. by instrument recorded May 2, 2002, in Book 3071 at Page 467.
- NOTE: Upon receipt of appropriate additional premium, Endorsement Form ALTA 8.1 will be included with the Loan Policy to be issued.

NOTE: Upon receipt of an acceptable Improvement Location Certificate and upon receipt of the appropriate premium, items numbered 1,2 and 3 of Schedule B-Section 2 herein will be deleted from the Loan Policy to be issued and Endorsement Form 100 will be included with said Policy.

NOTE: Upon receipt of acceptable Final Lien Affidavit, item number 4 of Schedule B-Section 2 herein will be deleted from the Loan Policy to be issued.

- Torn(s) may require special attention.
- C. Payment of all taxes, charges, assessments, levied and assessed against the subject premises which are due and payable.

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - Section 2 Exceptions

FILE NUMBER: 58786

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

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

B. General Exceptions:

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

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

C. Special Exceptions:

- 7. Any and all unpaid taxes, assessments and unredeemed tax sales, if any
- 8. The right of the proprietor of a voin 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 August 5, 1890, in Book 11 at Page 48.
- 9. An easement and right of way for a pipeline for the purpose of carrying City water for domestic use and rights incidental thereto, as set forth in instrument recorded September 30, 1918, in Book 220 at Page 508. The exact location and extent of said easement is not disclosed of record.
- 10. An easement and right of way for ditches for carrying waste water, and for irrigation canals, laterals and ditches and rights incidental thereto, as set forth in instrument recorded September 30, 1918, in Book 220 at Page 508. The exact location and extent of said essement is not disclosed of record..

NO. 2680 2
BOOK 3183 AGE 48
2082872 10/22/02 0210PH
MONIKA TODO CLKÉREC MESA COUNTY CO
RECES 610.00 SURCHS \$1.00
DOCUMENTARY FEE SNO. FEE

QUIT CLAIM DRED Jeffery E. Crandet whose address is 2710 Patterson Road, Grand Junction, Colorado 81506 County of Moes , and State of Colorado Colorado , for the consideration of TEN AND NO/100-----· · · · · · Dollars, in hand paid, hereby sell(s) and quit claim(s) to Jeffery E. Crandoll and Linda C. Crandoll as Tenants in Common whose address 2710 Patternon Road, Grand Junction, Colorado 81506 County of , and State of Colorado ,the following real property, in the County of , and State of Colorado, to wit: TAX SCHEDULE NUMBER: 2945-013-00-053 also known as street and number 2710 Patterson Road, Grand Junction, Colorado 81508 with all its appurtmences subject to ourrent year real property toxes; and maximum, reservitions, restrictions, coverants and rights of way of record, if any; and distribution utility casements; and matters not shown by the Public Records but of which Grantee has actual knowledge; Signed this day of STATE OF COLORADO County of MESA 2012 The foregoing instrument was acknowledged before me this and October BY: Jeffery E. Crandell

JAMES PULSIPHER . Notary Public, State of Colorado

My Commission Expires July 6, 2003

No. 898. Rev. 6-92. QUIT CLAIM DEED (Sheet Arms)

MLT FILE #: 58786

BOOK3183 PAGE49

EXHIBIT "A"

TAX SCHEDULE #: 2945-013-00-053

Beginning 30 feet North and 464.4 feet East of the Southwest Corner of Section 1, Township 1 South, Range 1 West of the Ute Meridian, thence North 179.4 feet, thence East 103.88 feet, thence South 179.4 feet, thence West 103.88 feet to the point of beginning,

EXCEPTING THEREFROM the South 20 feet thereof, as conveyed to City of Grand Junction for street right-of-way and utility purposes by Quit Claim Deed recorded May 23, 1977, in Book 1106 at Page 145, Mesa County, Colorado.

4- 4-03; 4:36PM; Abstract Title CO. MAY 2 3 1977 Sigle of Colorade #1106 na 1 8: 20 County of Maso 1 sa. Recorded at Reception N.1132990 OTIS B. TESTERMAN and PATSY L. TESTERMAN whose address is Sidio Documentary Pee Grand Junctica County of Mesa , and State of Date MAY 2 3 19/7 , for the consideration of One Dollar Coloredo and other valuable considerationlars, in hand paid, hereby sell(s) and quit elaim(s) to City of Grand Junction a municipal corporation whose address is 250 North 250 North 5th, Grand Junction, CO 81501 , and State of Colorado , the following real County of Mesa Mesa , and State of Colorado, to wit: property, in the County of The South 20 feet of the following tract: Beginning 30 feet North and 464.4 feet Rast of the Southwest Corner of Section 1, Township 1 South, Range 1 West of the Ute My maian, thence North 179.4 feet, thence Past 103.88 feet, thence South 179.4 feet, thence West 103.88 feet to the point of beginning, all in the City of Grand Junction and County of Mesa, Colorado. For street right-of-way and utility purposes. with all its appurtenances day of my Signed this 13 STATE OF COLORADO, County of Mesa The foregoing instrument was acknowledged before me thin , 19 77 . by ಕಿತ್ರ ಚ OTIS B. TESTERMAN and PATSY L. TESTERMAN

-thm. 115-0-45 or expended \$550, --5-14

My commission expires My Continues, as 204 4, 1980 Milyeon my hand and official seal

DEVELOPMENT IMPROVEMENTS AGREEMENT

1. Parties: The parties to this Development Improvements Agreement ("Agreement") are <u>JEFF CRANDEU</u>, ("Developer") and the City of Grand Junction, Colorado ("City").

For valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement shall be the date that it is signed by the Community Development Director, which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as 2710 PATIERSON Ro. has been reviewed and approved under Community Development file # ______ ("Development" or "the Development").

The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and limiting the harmful effects of substandard development.

A further purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself; this Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property.

The mutual promises, covenants and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and City's land development ordinances and regulations.

DEVELOPER'S OBLIGATION

- 3. Improvements: The Developer shall design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").
- 3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and Inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction inspector and attorney in directing, advising, correcting and enforcing by means other than litigation, this agreement and/or the approved development plan. Making

DIA 2003

disbursements and calling/collecting Guarantees are Administration and Inspection services and shall be charged at \$45.00/hour. See, paragraph 19 concerning attorneys'/ litigation fees.

3b. The scope of this project is such that the City may have to engage independent consultants(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder.

3c. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the City contained herein.

- 4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$34,260 (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.
- 5. **Standards:** The Developer shall construct the Improvements according to the City's standards and specifications.
- 6. Warranty: The Developer shall warrant the Improvements for one year following Final Acceptance by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced Improvement or any portion or phase thereof for one year following Final Acceptance of such repair and/or replacement.

6a. Upon Final Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$_____ (20% of the DIA amount for the Improvements that the Developer has completed and for which the City has given its Final Acceptance.)

- 6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City.
- 7. Commencement, Completion and Abandonment Periods: The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the "Commencement Date."
- 7a. The Developer shall complete the improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the "Completion Date."

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7b. The Developer shall not cease construction for any period of more than 60 consecutive days. If construction is ceased for 60 or more consecutive days the Director may deem the Development abandoned ("the Abandonment Period").

7c. The Commencement date and the Completion Date are shown on Exhibit D.

- 8. **Compliance with Law**: The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.
- 9. **Notice of Defect:** The Developer by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

9a. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days from the issuance of the notice by his/her/its engineer of a/the defect.

10. Acceptance of Improvements: The City shall not accept and/or approve any or all of the Improvements until the Developer presents a document or documents for the benefit of the City showing that the Developer owns the Improvements in fee simple, or as accepted by the City Attorney, and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted by the City Attorney.

10a. Approval and/or acceptance of any Improvement(s) does not constitute a waiver by the City of any right(s) that it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

10b. Acceptance by the City shall only occur when the City Engineer, sends a writing to such effect ("Final Acceptance").

11. **Reduction of Security:** Upon Final Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of \$_____ (80% of the DIA amount for the Improvements that the Developer has completed and for which the City has given its Final Acceptance).

11a. At the written request of the Developer, the City shall execute a certificate verifying Final Acceptance of the Improvement and thereafter waiving its right to draw on the Guarantee to the extent of such amount. A Developer in default under this Agreement has no right to such certification.

DIA 2003

- 12. **Use of Proceeds:** The City shall use funds deposited with it, drawn or guaranteed pursuant to this Agreement only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements or paying Administration and Inspection fees.
- 13. Events of Default: The following conditions, occurrences or actions shall constitute a default by the Developer:
- 13a. Developer's failure to complete each portion of the Improvements on or before the Completion Date;
- 13b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvements within the applicable warranty period;
- 13c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer. In such event the City may immediately declare a default without prior notification to the Developer;
- 13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender. In such event, the City may immediately declare a default without prior notification to the Developer.
- 13e. With regard to the Property or any portion thereof: initiation of any foreclosure action regarding any lien or encumbrance; or initiation of mechanics lien(s) procedure(s); or assignment or conveyance of the Property in lieu of foreclosure. In such event the City may immediately declare a default without prior notification to the Developer.
- 13f. Notification to the City from the bank issuing the Guarantee that it will not renew the Guarantee at a time when security is still required hereunder and no substitute collateral acceptable to the City has been provided by the Developer.
- 13g. Except as provided, the City may not declare a default until written notice has been sent to the Developer at the address shown in the development file. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United Sates mail, postage prepaid.
- 14. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or the amount of the Guarantee.

DIA 2003

- 15. City's Rights Upon Default: When any event of default occurs, the City may draw on the Guarantee or proceed to collect any other security to the extent of the face amount of the Guarantee less eighty percent (80%) of the estimated cost (as shown on Exhibit B) of all Improvements for which the City has given its Final Acceptance and no warranty work is reasonably required. The City may also exercise its rights to disbursement of loan proceeds or other funds under the City improvements disbursement agreement.
- 15a. The City shall have the right to complete Improvements itself or it may contract with a third party for completion.
- 15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.
- 15c. The City may assign the proceeds of the Guarantee or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise.
- 15d. That developer or lender shall then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete cr correct the Improvements and provides to the City reasonable security for that obligation.
- 15e. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.
- 16. Indemnification: The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns ("City") harmless from and against all claims. costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.
- 16a. The Developer further agrees to aid and defend the City in the event that the City and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein the Developer states claim(s) against the City.
- 16b. The Developer is not an agent, partner, joint venturer or employee of the City.
- 17. **No Waiver:** No waiver of any provision of this Agreement by the City shall be deemed or constitute a waiver of any other provision nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of

5

DIA 2003

any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or other act by the Developer or the acceptance of any Improvement.

- 18. Amendment or Modification: The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his/her/its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.
- 19. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of its in-house attorneys at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.
- 20. **Vested Rights:** This Agreement does not guarantee, represent or certify that the Developer is entitled to any other approval(s) required by the City, before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.
- 21. **Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire Agreement between the parties. No statement(s), promise(s) or inducements(s) that is/are not contained in this Agreement shall be binding on the parties.
- 22. **Third Party Rights:** No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement.
- 23. **Time:** For the purpose of computing the Abandonment Period and Commencement and Dates, such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion, if it finds, in writing that the condition(s) that the Developer asserts do not exist.
- 24. **Severability**: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.
- 25. Benefits: The benefits of this Agreement to the Developer are personal and may

DIA 2003 6

not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

25a. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property.

25b. There is no prohibition on the right of the City to assign its rights under this Agreement.

25c. Upon written request from the Developer the City shall expressly release the original Developer's Guarantee and/or contract obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

25d. When the City has issued its Final Acceptance regarding the Improvements, the City agrees to state the same in writing, with appropriate acknowledgments.

25e. The City shall sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

26. **Notice:** Any notice required or permitted by this Agreement shall be deemed effective two calendar days after deposit with the United States Postal Service, first class, postage prepaid and addressed as follows:

If to Developer:

JEFF CRANDEU Name - Developer/Company 2710 PATTERSON RD. Address – Street and Mailing if different

(IRMA JUNCTION, (O City, State & Zip Code 979)257:1160 81500 Telephone and Fax Numbers

970)257.4879- FAX UCKANDEZ@AMFAMICAE-Mail

Cc:

If to City:

Office of the City Attorney

250 North 5th Street

Grand Junction, CO 81501

Cc:

Community Development Department

250 North 5th Street

Grand Junction, CO 81501

- 27. **Recordation**: Developer shall pay the costs to record a memorandum of this Agreement (Exhibit E) in the records of the Mesa County Clerk and Recorder's Office. The Developer may, at his/her/its option record the entire agreement.
- 28. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.
- 29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.
- 29a. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.
- 30. Liability before Final Acceptance: The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement shall have received Final Acceptance by the City.
- 30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on the side of the street nearest the property to enable an initial two-way traffic operation without on-street parking.
- 30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.
- 30c. The City shall not issue its written Final Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:
- (i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification;
- (ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;
- (iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and (iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction

DIA 2003 8

of the materials that are required to be compacted, were in conformance with Cityapproved plans and specifications.

	Date
Attest:	
City of Grand Junction 250 North Fifth Street Grand Junction, CO 81501	
Director of Community Development	 Date

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CKR. e tim No. 2139714.

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REVIEW COMMENTS

Page 1 of 3 May 13, 2003

FILE #SPR-2003-065

TITLE HEADING: Crandell Insurance Office

LOCATION:

2710 Patterson Road

PETITIONER:

Jeff Crandell

PETITIONER'S ADDRESS/TELEPHONE:

2829 North Avenue #105

257-1160

STAFF REPRESENTATIVE: Senta Costello

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., AUGUST 13, 2003.

CITY COMMUNITY DEVELOPMENT 5/6/03 Senta Costello 244-1442

- 1. Please provide elevations of what the structure is proposed to look like upon completion.
- 2. Please dimension the buildings setbacks from the property lines.
- Please provide a detail of all proposed outdoor lighting fixtures and show their spread on 3. the site plan.
- 8 parking spaces are required. Site plan is showing 9 proposed. 4.
- How will a handicap person access the building from the proposed handicap space in the 5. rear of the building?
- 6. The site requires 7 large trees and 56 shrubs. Please provide numbers, planting size, and mature size of all proposed plantings.
- 7. What type of ground cover is proposed (i.e. grass, bark, rock, combination of materials)? Please show the ground cover on the plan.

CITY DEVELOPMENT ENGINEER 5/4/03 Rick Dorris 256-4034

- Refer to IX-29 in the SSID manual for the requirements of a site plan. 1.
- Provide a concrete or asphalt pavement section, i.e. how thick is the asphalt and base? 2.
- There is a narrow shaded strip on the drawing on the outside of the asphalt. It looks like 3. a curb. Call it out and provide a detail or describe it. If this isn't a curb, how will you keep the runoff from entering the neighbor's property?
- Show existing grades on the adjacent property so I can determine how this grading fits 4. with them.
- The west driveway entrance needs to be removed and new curb, gutter, and sidewalk 5. installed. Call this out on the plan.

SPR-2003-065

2710 Patterson Insurance Agency

May 4, 2003

Rick Dorris

ROUND ONE

Refer to IX-29 in the SSID manual for the requirements of a site plan.

2. Provide a concrete or asphalt pavement section, i.e. how thick is the asphalt and base? 23. There is a narrow shaded strip on the drawing on the outside of the asphalt. It looks like a curb. Call it out and provide a detail or describe it. If this isn't a curb, how will

you keep the runoff from entering the neighbor's property?

Show existing grades on the adjacent property so I can determine how this grading fits with them.

The west driveway entrance needs to be removed and new curb, gutter, and sidewalk installed. Call this out on the plan.

6. The east driveway entrance is called out to remove and replace, but it needs to be drawn like the current city standard. See the concrete details in the latest version of the City's Standard Contract Documents.

7. The parking stalls and drive aisle in the back are not laid out according to 4.3.2.1 in the TEDS. Refer to this section and redesign. Provide adequate dimensioning so I can confirm it meets this section.

C/C 8. Stamp the drawings.

property in favor of all surrounding properties.

10. A work in the right of way permit will be required.

11. The TCP for office space is \$700 per thousand square feet. A credit of \$500 will be used for the previous single family residence. The TCP is therefore 2.38 ¥ \$700 \$500 = \$1166.

12. The financial guarantee for the DIA must be submitted.

REVIEW COMMENTS / SPR-2003-065 / PAGE 2 of 3

- 6. The east driveway entrance is called out to remove and replace, but it needs to be drawn like the current city standard. See the concrete details in the latest version of the City's Standard Contract Documents.
- 7. The parking stalls and drive aisle in the back are not laid out according to 4.3.2.1 in the TEDS. Refer to this section and redesign. Provide adequate dimensioning so I can confirm it meets this section.
- 8. Stamp the drawings.
- 9. Per the TEDS exception, you need to provide an ingress/egress easement across this property in favor of all surrounding properties.
- 10. A work in the right of way permit will be required.
- 11. The TCP for office space is \$700 per thousand square feet. A credit of \$500 will be used for the previous single family residence. The TCP is therefore 2.38 X \$700 \$500 = \$1166.
- 12. The financial guarantee for the DIA must be submitted.

CITY FIRE DEPARTMENT

4/24/03

Norm Noble

244-1473

- 1. No objections to the proposal
- 2. Construction plans shall be submitted for review and building permit clearance.

CITY TRANSPORTATION ENGINEER

George Miller

5/2/03

256-4003

Proposal, reviewed during the Gen Mtg process, is to convert a home site to an office building. Site has an individual access point to Patterson, with no movement restriction.

Comments:

1. Though this site was allowed to maintain a dedicated, and not shared, access point, it is important to declare in the comments that, should an inordinate number of accidents occur within 100' of this access it will be the City's responsibility to require consolidation of this access with an adjacent access, or restriction of its movement options.

CITY UTILITY ENGINEER

4/30/03

Trent Prall

244-1590

Please contact Jodi Romero with the City Customer Service Division at 244-1520 in regards to sewer plant investment fees, water tap fees, as well as monthly service rates for the site.

Submitted site plan fails to comply with basic City of Grand Junctions line font standards and therefore review of this plan is difficult if not impossible without more information. Please provide location of all existing and proposed sewer and water mains and service lines in accordance City's Submittal Standards for Improvements and Development (SSID) page IX-29. Please resubmit only after confirming that the drawing conforms to the requirements laid forth in SSID.

REVIEW COMMENTS / SPR-2003-065 / PAGE 3 of 3

MESA COUNTY BUILDING DEPT

D. I

4/17/03

Bob Lee

244-1656

No objections to the application. Building plans submitted for plan review must be sealed by an architect. All contractors working on the project must be licensed by the City of Grand Junction.

XCEL

4/28/03

John Basford

244-2630

No objections, we reserve the right to request and receive easements if necessary.

GRAND VALLEY WATER USERS

5/6/03

Richard Proctor

242-5065

Grand Valley Water Users' Association (GVWUA) has received the subject information that was provided and makes the following comments:

- 1. The subject property does receive GVWUA irrigation water.
- 2. There are no GVWUA irrigation or drainage facilities which are directly located on the subject property.
- 3. However, the GVWUA Drain D drainage system will be negatively impacted by the discharge of the stormwater run-off from the subject property. It appears that such stormwater run-off will be directed into the street, Patterson Road. After which, such sotrmwater is then discharged into the GVWUA Drain D pipeline that is buried under Patterson Road.
- 4. The developer does not have authority to direct sorm water run-off from this development into said GVWUA drain ditch, either directly or indirectly. Storm water run-off cannot be directed into said Drain D System because of existing capacitgy problems and water quality concerns. Such discharge of storm water run-off is a change of use from the purpose for which Drain D was constructed. The directed discharge of storm water run-off, either directly or indirectly, from this subject development into the GVWUA Drain D would be a POINT SOURCE POLLUTION first to Drain D, then to the Colorado River. The discharge of stormwater run-off from impervious surfaces either directly or indirectly constitutes a trespass and an illicit discharge for which the developer will be held liable.
- 5. The developer needs to retain the stormwater on site and not discharge it off the subject property.

If there are any questions about the issues raised in this letter, please call GVWUA at 242-5065.

Comments not available as of 5/13/03:

City Attorney
Code Enforcement
Community Development
Qwest

Response to City Comments for 2710 Patterson Road.

Senta Costello

- 1. Elevations will be provided, however the existing building will not change as it has been remodeled.
- 2. Set backs will be provided
- 3. A detail of lighting fixtures is provided.
- 4. Plan has been changed to 8 spaces
- 5. Handicap ramps will be installed.
- 6. The number, planting size and mature size is provided by separate cover, which is enclosed.
- 7. Ground cover will be 1" to 1 ½" crushed rock.

Rick Dorris

- 1. Sheet IX 29 has been referred to.
- 2. Pavement section is provided
- 3. It is barrier curb and a detail has been added.
- 4. Spot elevations will be shown.
- 5. Note for the west driveway removal and replacement with curb, gutter and sidewalk has been noted.
- 6. Driveway section will be shown.
- 7. Parking stalls have been redesigned.
- 8. The drawings will be stamped
- 9. An easement is being provided by the applicant.
- 10. Note has been added to the plans.
- 11. The TCP of \$1166 is noted
- 12. The financial guarantee will be provided by the applicant

Norm Noble

- 1. No objection noted.
- 2. There is no new building just a remodel.

George Miller

1. Comment noted.

Trent Prall

1. Sewer and water lines will be shown.

Richard Proctor

1. - 5. Comment noted



TREES

	planting size	number	mature size
Sunburst Honey Locust- (Gleditsia Triacantitos inermis'sunce	1 1/2 " caliper ole)	2	30'-40'
2) Autumn Blaze Maple (Acer x Freemamii' Jeffersred')	1 1/2" caliper	2	40'-50'
3) Autumn Blaze Flowering Pear (Pyrus Caller Yana' Autumn Blaze')	1 1/2" caliper	1	30'-35'
4) Purple Robe Locust (Robina Pseudoacacia 'Purple Rose'	1 1/2" calipe	r 1	30'-40'
5) Krauter Vesuvius Chery Plum (Prunus Cerasifera 'Krauter Vesuviu		1	20'-30'
6) Aspen	1 1/2" caliper	4	30'-35'

SHRUBS

1) Mugo Pine (Pinus Mugo)	5 gal.	6	8'
2) Ice Blue Juniper (Juniperus Horizontalis 'Monber')	5 gal.	3	4 ^t
3) Spring Glory Forsythia (Forsythia Hybroi Inermedia 'Spring	5 gal. (lory')	15	3'-6'
4) Green Velvet Boxwood (Buxus x 'Green Velvet')	5 gal.	18	4'
5) Green Beauty Boxwood (Buxus Micro Phylla Japonica)	5 gal.	10	4'-6'

Memorandum

DATE:

May 23, 2003

TO:

Rick Dorris, Community Development Engineer

Norm Noble, City Fire Department

George Miller, City Transportation Engineer

Trent Prall, City Utility Engineer

Richard Proctor, Grand Valley Water Users

FROM: Senta Costello, Associate Planner

SUBJECT:

Response to Comments – Crandell Insurance

Office - (SPR-2003-065).

Attached are the revised comments for this project. Please review and return any further comments you have to me by Friday, May 30, 2003.

If you have any questions please contact me at:

Phone #: 244-1442 Fax #: 256-4031

E-mail: sentac@ci.grandjct.co.us

REVIEW COMMENTS

2nd Round

Page 1 of 3 June 3, 2003

FILE #SPR-2003-065

TITLE HEADING: Crandell Insurance Office

LOCATION:

2710 Patterson Road

PETITIONER:

Jeff Crandell

PETITIONER'S ADDRESS/TELEPHONE:

2829 North Avenue #105

257-1160

STAFF REPRESENTATIVE:

Senta Costello

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., JUNE 10, 2003.

CITY COMMUNITY DEVELOPMENT

5/27/03 244-1442

Senta Costello

Please provide elevations of what the structure is proposed to look like upon completion. Approval of this project will not be given until the elevations have been reviewed.

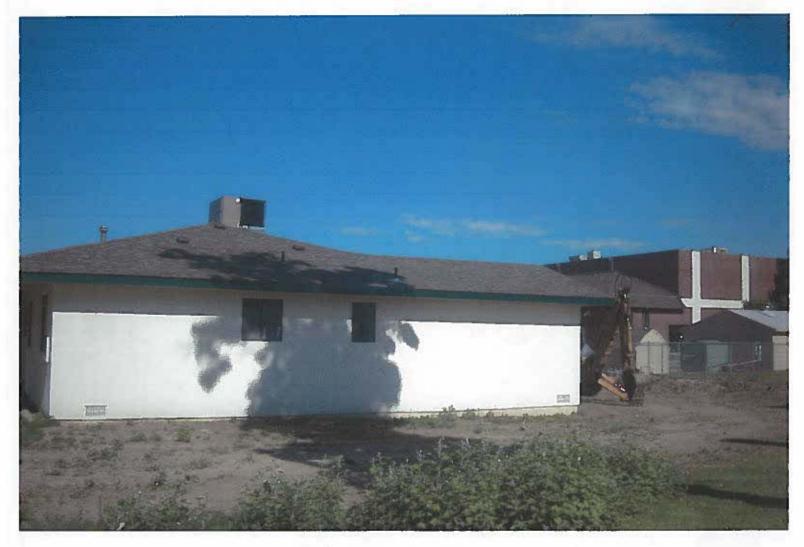
- 2. Please provide a detail of the proposed outdoor lighting fixture. It must be a full cut-off fixture. The spread from the light must not leave the subject property and cannot be mounted over 35' in height. Please dimension the detail of the parking light as shown on the plan dated 5/21/03.
- 4. How will a handicap person access the building from the proposed handicap space in the rear of the building? Will the asphalt be at the same level as the existing concrete patio?
- 6. Please provide numbers, planting size, and mature size of all proposed plantings on the site plan. The plant list provided with the response to comments did not include all of the trees shown on the site plan. Please provide the above planting information for all proposed plantings. If the one page plan becomes to crowded with the additional information, move the landscaping plan and associated information to a second sheet.
- 7. A Krauter Vesuvius Cherry Plum is considered to be a medium tree. Medium trees may be substituted for large trees at a ratio of 1.5 medium trees to 1 large tree.
- 8. What type of ground cover is proposed (i.e. grass, bark, rock, combination of materials)? Please show/label the ground cover on the plan.
- 9. Will trash trucks be accessing the property or will curbside pick-up still be utilized?
- 10. Please provide a detail of the proposed trash enclosure.



2710 Pafterson Rd. North West



2710 Patterson Rd. North Side



27/0 Patterson Ad. East Side



2710 Patterson Rd. East Side



2710 Pafferson Ad. North-east



2710 Patterson Rd. South Side

CRANDELL INSURANCE OFFICE

(Response to Review Comments)

In response to City Comments for Jeff Crandell comments-round 2, dated June 3, 2003.

CITY COMMUNITY DEVELOPMENT

Senta Costello

- 1. Photos will be provided of each side of the house per conversation with Senta Costello on June 9, 2003. Photos enclosed.
- 2. Dimensions of the light have been provided.
- 3. Non-existing, comments went from 2 to 4.
- 4. A handicap ramp is to be placed on the West side of the concrete patio.
- 5. Non-existing, comments went from 4 to 6.
- Number of plantings, planting sign and mature size has been added to the plan.
- 7. Jeff Crandell advises that requirement was for 7 trees and his plan is for 11 trees.
- 8. Ground cover is noted in note 3 in the lower right hand corner.
- 9. Trash trucks will enter the property.
- 10. The trash enclosure is 15' x 11' with barrier curb on the east, north and west sides. Privacy fence along the east property line and trees and bushes on the east, north and west sides.

CITY DEVELOPMENT ENGINEER Rick Dorris

- 1. Addition 5 foot right-of-way and 14' Multi-purpose easements are shown on the plan. Description enclosed.
- 2. The pavement section has been eliminated and a note #4 was added.
- 3. The reveal will be 6".
- 4. The barrier curb was increased in depth with reinforcing steel added.
- 5. Four feet of the concrete patio is to be removed to provide a 15' drive aisle.
- 6. Easements are not included as they are currently being prepared by the attorney.
- 7. Financial Guarantee is not included as Rick Dorris advised Jeff Crandell it is not needed.
- 8. Will submit all together except easements and Financial Guarantee.

RECEIVED

JUN 1 0 2003

COMMUNITY DEVELOPMENT

DATE: June 10, 2003

TO: Rick Dorris, Community Development Engineer

FROM: Senta Costello, Associate Planner

SUBJECT: Response to Comments – Crandell Insurance

Office (SPR-2003-065).

Attached are the revised comments for this project. Please review and return any further comments you have to me by Tuesday, June 17, 2003.

If you have any questions please contact me at:

Phone #: 244-1442 Fax #: 256-4038

E-mail: sentac@ci.grandjct.co.us

Page 1 of 3 June 18, 2003

FILE #SPR-2003-065

TITLE HEADING: Crandell Insurance Office

LOCATION:

2710 Patterson Road

PETITIONER:

Jeff Crandell

PETITIONER'S ADDRESS/TELEPHONE:

2829 North Avenue #105

257-1160

STAFF REPRESENTATIVE:

Senta Costello

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., JUNE 25, 2003.

CITY COMMUNITY DEVELOPMENT

6/17/03 244-1442

Senta Costello

- 1. The spread from the light must not leave the subject property. Please revise lighting to keep all light from the subject property on the property.
- 2. The handicap access ramp on the rear patio may not be located within the drive aisle. Please revise the site plan accordingly.
- 3. The front yard area not used for traffic circulation must be landscaped typical of a residence. This includes the use of grass, trees, and shrubs/flower beds. Staff would suggest moving 2-3 of the Mugo Pines to the rear and side property lines as a buffer between properties and moving 2-3 of the deciduous trees from the side and rear to the front of the property. Grass surrounding planting beds for the trees, shrubs, etc. would work to satisfy this requirement. Please remember that trees are required to be planted a minimum of 40' apart to keep the canopies from overlapping as the trees reach maturity.
- 4. Landscaping needs to be installed along the western side of the building to help screen the utilities and wires and to break up the western façade.
- 5. The drive aisles must be a minimum of 15' wide to accommodate trash trucks on site.
- 6. All dumpster pad and enclosure standards must be met. See attached sheet.
- 7. All circulation area should be built to adequately handle the weight of the trash truck traffic. See attached sheet

CITY FIRE DEPARTMENT

6/4/03

Norm Noble

244-1414

1. Response to comments are acceptable

City of Grand Junction 250 N. 5th St. Grand Junction, CO 81501

To whom it may concern:

This letter is requesting a credit or waiver from fees the City of Grand Junction is requesting for my project located at 2710 Patterson Rd. The City of Grand Junction is requesting me to dedicate 5 ft. of right a way along Patterson Rd. My property is 105 ft. wide, which would be a total of 525 sq. ft. the City is asking for. I estimate the value of my property to be \$5.00 per sq. ft. which would make the value of the land \$2,625 (525 sq. ft. X \$5.00 per sq. ft.). I obtained the \$5.00 per sq. ft. figure from Bray and Co. realtors commercial division who advised me land on Patterson Rd. has been selling in the range of \$10.00 to \$15.00 sq. ft. range depending on location. I realize this is not as high a value as some of these properties further west but it is understandably worth more than regular residential property which is running in the \$3.00 to \$3.50 sq. ft. range. I am asking for a waiver of fees the city is asking in regards to my project up to the \$2,625 value of my land. Such fees as TCP and drainage fees or other fees the city is requesting from me. Any fees above the \$2,625 will be my responsibility. Although I realize this is not common practice in waiving fees, I know that is granted occasionally when asked, I also hope that the relative small impacts my office will have will be taken into consideration in your decision.

Sincerely,

Jeff Crandell

Senta Costello Kick Dorris

- 1. The light will be revised
- 2. The handicap ramp is removed from the drive isle.
- 3. Grass has been added to the front yard.
- 4. Landscaping added to west side of building.
- 5. All drive isles will be 15 feet.
- 6. The dumpster area is enclosed with a 6' Cedar fence.
- 7. The proposed parking circulation area should handle the trash truck.



CITY OF GRAND JUNCTION MAJOR SITE PLAN REVIEW

FOR)	ADMINISTRATIVE DECISION
)	APPROVING
Jeff Crandell)	
2829 North Ave #105)	
Grand Junction, CO 81501))	File #SPR-2003-065
)	

An application submitted by Jeff Crandell requesting a Major Site Plan Review to convert an existing single family residence into an office in RO zone district, located at 2710 Patterson Rd, was considered administratively by the City of Grand Junction on July 10, 2003. After considering all pertinent data, the Administrator APPROVES with conditions the Site Plan upon finding that the proposal complies with all applicable sections of the Grand Junction Zoning and Development Code.

All uses that are subject to a Major Site Plan Review must commence construction within six months of the date of approval. If a building permit is obtained within 6 months, the approval shall be valid for as long as the building permit remains valid. Failure to develop or establish such use accordingly shall constitute sufficient basis to revoke this approval.

Senta L. Costello Associate Planner

Cc:

Rick Dorris - City Development Engineer

GENERAL PROJECT REPORT

PROJECT DESCRIPTION:

Located at 2710 Patterson Rd.

0.38 acres in size

Proposed use will be office. Insurance sales and compatible office use

Public Benefit:

Centralized location for clients

Convenience for current and future clients

Close proximity of other business of similar usage

Neighborhood, public and City Council have let it be known this is the type of business that is wanted in this immediate area.

PROJECT COMPLIANCE, COMPATIBILITY AND IMPACT:

TEDS exception has been approved for ingress/egress

Land use in surrounding area is office/residential. This is the current zoning for this property

Site access and traffic patterns have been addressed in TEDS exception

All utilities are already present on the property with two fire hydrants within 300ft.

There will be no unusual demands on utilities

There will be no effects on public facilities. This will be small office space

There will be no impact on site geology or geological hazards

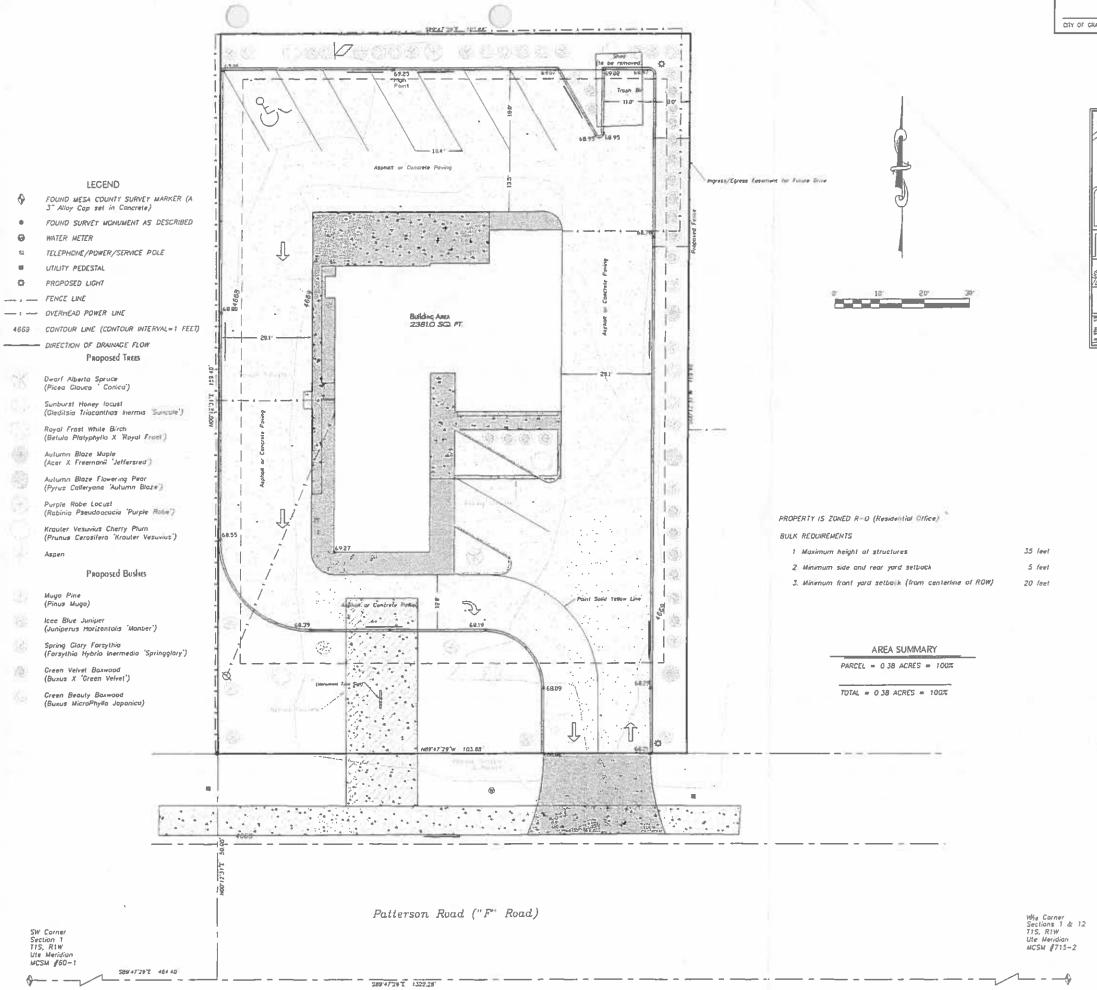
Hours of operation will be 8:00 am to 5:00 pm. These are current hours of operation

I currently employ 1 employee with plans of hiring 1 more within next 12 months

A sign meeting current city code will be erected at the front of the property

DEVELOPMENT SCHEDULE AND PHASING

The building itself is approximately 60% finished for repairs. As soon as project is approved construction will begin on remodeling interior of structure, which should take approximately 60-90 days to complete. This is also the expected time frame for completing parking and landscaping. Once approved expected finish time is 90 days.







UTILITY COMPOSITE

(NOT TO SCALE)

WATER CITY OF GRAND JUNCTION
SEWER CITY OF GRAND JUNCTION

ELECTRIC EXCEL
TELEPHONE US WEST COMMUNICATIONS

GAS EXCEL

2 22

IRRIGATION CITY OF GRAND JUNCTION

Site Plan - Drainage Plan & Landscape Plan SITUATED IN THE SW1/4 SW1/4 SECTION 1, T1S, RIW OF THE UTE MERIDIAN Surreyong Water Chan! Som 1979 SURVEYED BY SB NI RM FOR Crandell Q.E.D. SURVEYING ACAD ID: Crondell DRAWN BY DMM SYSTEMS, Inc. CHECKED BY MEM 1018 Colorado Ave Grand Junction, CO 81501-3521 SCALE SHEET NO 1" = 10" (970) 241-2370 Fax: 241-7025 DATE: 4/03/03 FILE. 2003-066

Colorado Asphalt - Pavement Association 6880 South Yosemite Court, Suite 110 Englewood, Colorada 80112 304/741.6150 Fax 303.741.6146

PROPOSED TEDS EXCEPTION FOR 2710 PATTERSON ROAD JEFF CRANDELL

PROPOSED EXCEPTION:

Allowing ingress/egress access point to be approximately 130ft from the nearest Western access point and approximately 95ft from the nearest Eastern commercial access point which would be an egress point. There are currently 2 access points on my property (ref. diagram 1). My property is 103ft in width. There is no way to physically to place an ingress/egress on my property without a TEDS exception because the acess points for the properties on both sides make it impossible to locate my ingress/egress 150ft from neighboring access points.

ALTERNATIVES CONSIDERED:

I have worked closely with my neighbor to the west to explore ways to construct a shared access point. We have also worked with the help of City staff and engineering with several proposals, but none will work effectively for either parties. This business next door is a counseling center that works with sex offenders and they do not want their clients interacting with my clients and the public and vice versa. This could be a violation of some of the clients probation requirements. There is currently a chain link privacy fence separating the two properties. They refuse to allow their access points to be closed. There is not enough space to manuver traffic through the shared space safely and effectively. Traffic crossing in parking area could cause traffic on Patterson Rd. to stop and wait which could be a hazard. Major utilities would have to be relocated which would be cost prohibitive for me. There is currently a power pole cable tv and telephone box at this location. The neighbor is also concerned they will lose parking space, assuming that my customers would use their spaces because of convienience. There are a number of liability issues besides the issues with their clients probation requirements. Who is liable if something happens to their clients on my property or my clients on her property. Trash pick up would also be a problem. It is currently picked up where the ingress/egress point is proposed. The only place they could place it would be to the rear of my property which would not work safely because the of the truck having to back clear out of this area. Combining these properties access point would still only close one access point on my property. Who would be responsible for upkeep of shared space. They have said they will not share in any expenses this would generate. This plan would be cost prohibitive. I am a small business. Most importantly, combining ingress/egress with the property to the west would also require a TEDS exception because it would only be approximately 124ft from the next access point to the west. This would make the ingress/egress point closer to the right turn north on 12th st. It would be safer to locate the ingress/egress point further from this right turn north on 12th st. My proposal would locate this an additional 60ft further from this point.

PROPOSED DESIGN:

To construct ingress/egress point at far East side of my property with a divider to keep traffic flowing to the rear of my building for parking and one way continuous traffic flow. Parking would be angeled to allow for easy access and one way traffic flow in and out of parking area to flow smoothly. I will be willing to give up one of my access points (on the West side). I also propose to sign an agreement with the City that the property to the East shall be allowed access and useage of this ingress/egress access point if this property should ever have a change of use. This would require that property to close its

access point which would be eliminating one more access point on Patterson Rd. That property is also zoned RO and is currently being used as a residence. (Ref. to drawing 2 for proposed plan). If TEDS exception is approved this layout will be engineered to meet all other standards concerning parking, drainage and landscape.

IMPACTS OF CHANGE:

Impacts of this change would be minimal to none. My proposal should actually help in several ways;

It would close two access points on Patterson Rd.

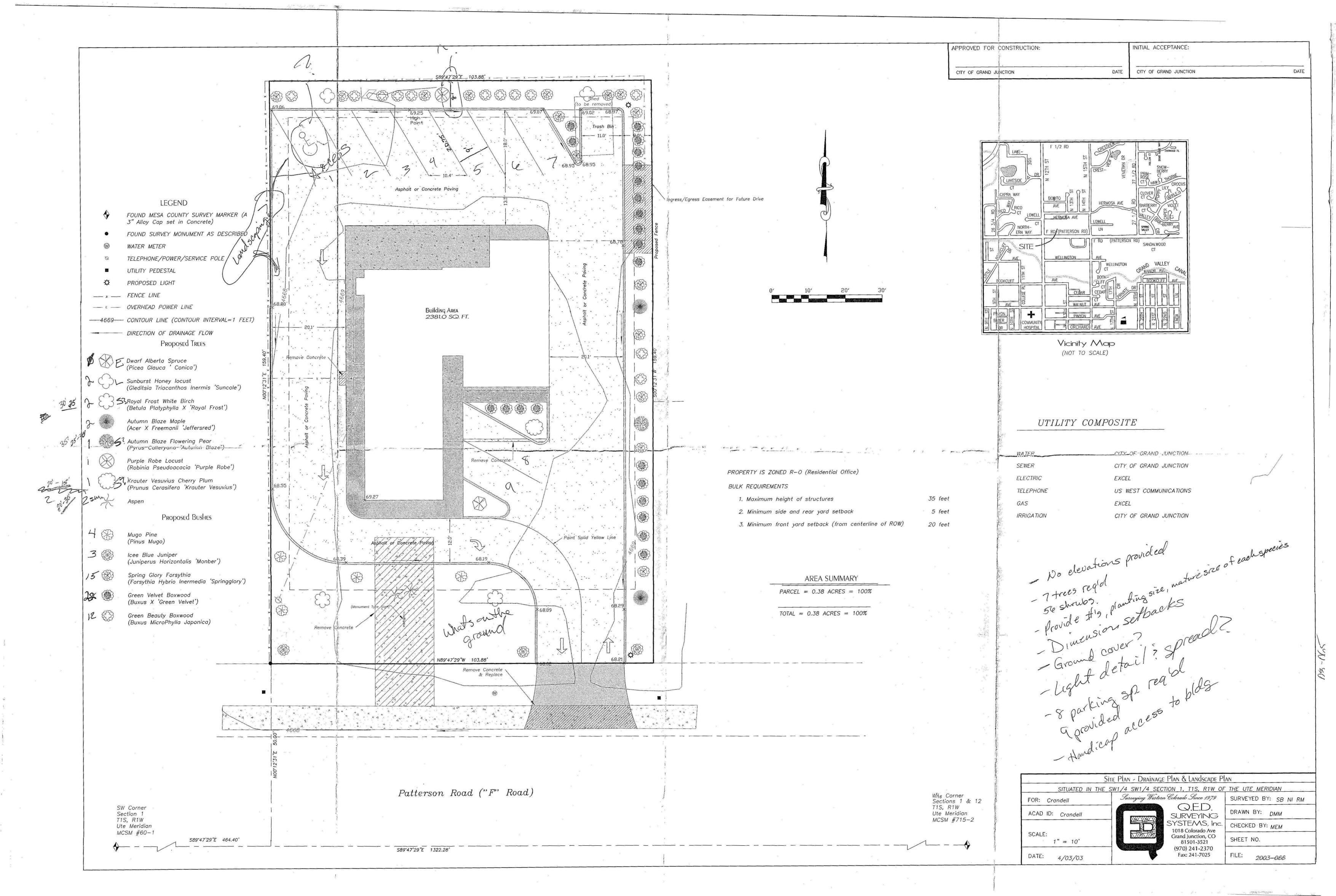
Traffic would flow safely in and out of both properties

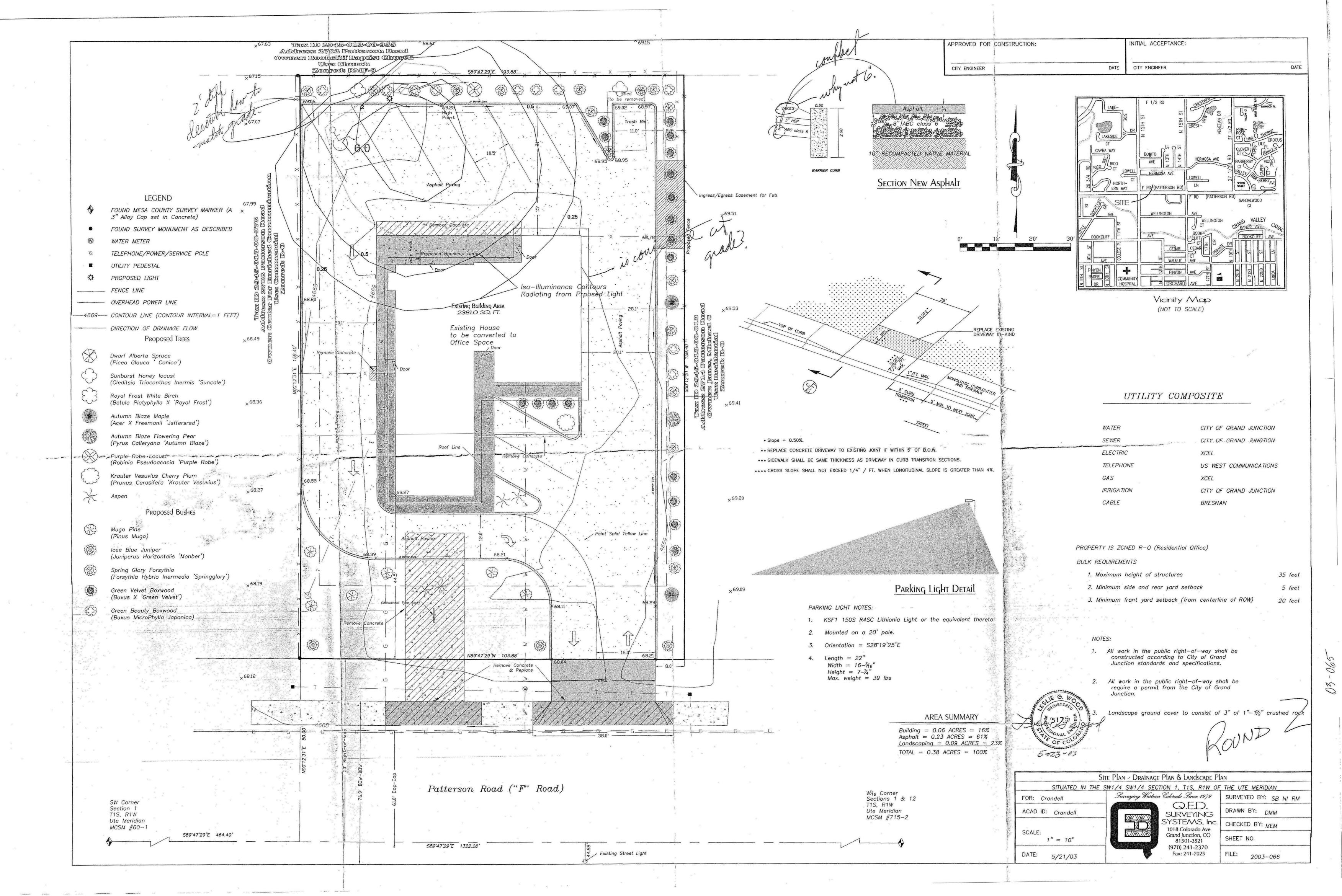
It would be further from the right turn north on 12th st when it is constructed in the future City council has voiced their opinions that they prefer small office space at this intersection, this is what I am providing.

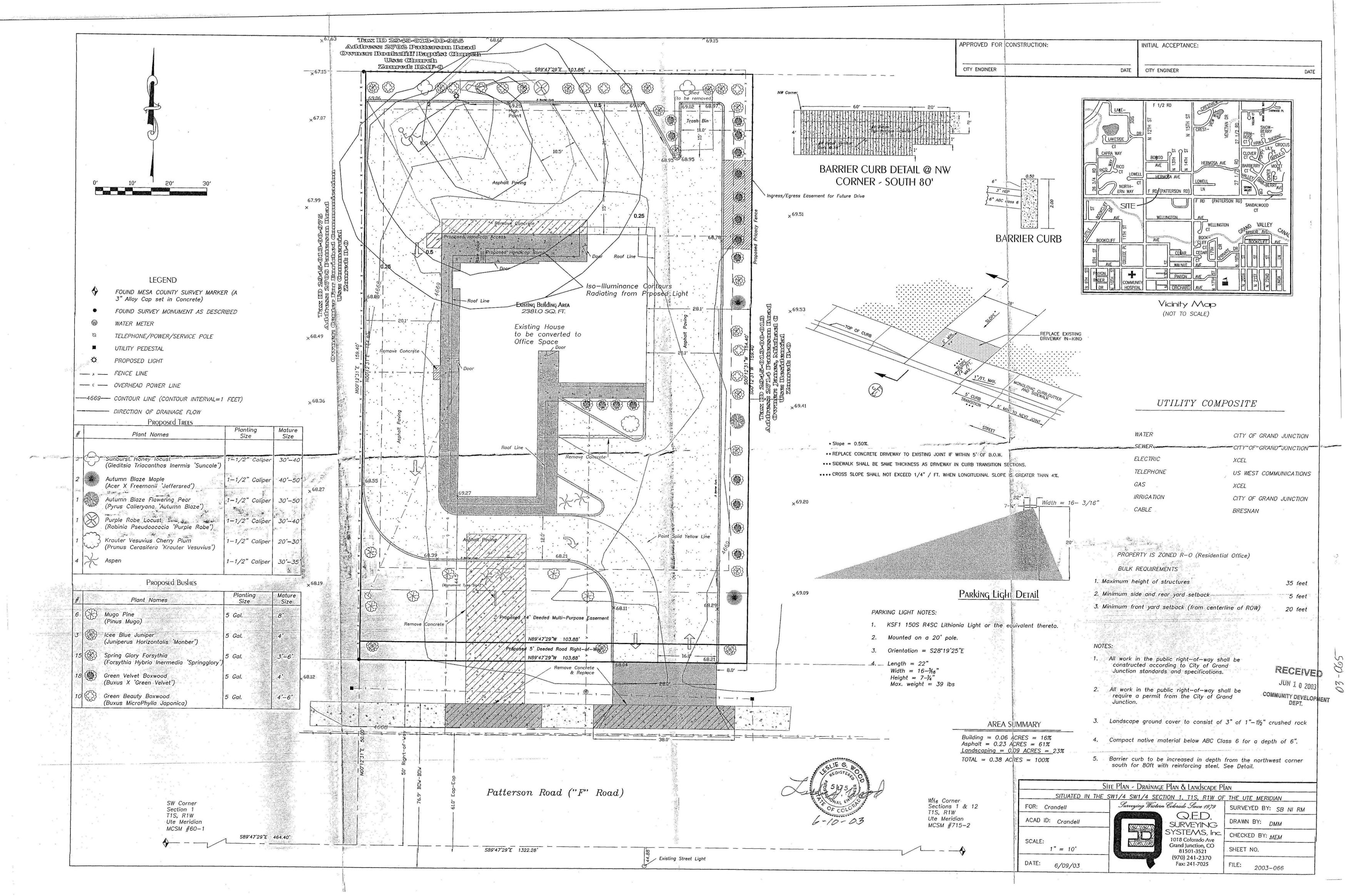
There would not be any safety hazards added by my proposal, in fact it should improve.

I am a small businessman. I have sold my home and invested my life savings and hours of hard work in this office project. This proposal is a win win situation for both the City and myself. If approved I win by having my office located in an ideal location for office space. The City and the community win by having small office space at this intersection and closing two access points on Patterson Rd. I realize TEDS exceptions are granted on a regular basis if all other solutions are exhausted and it does not compromise safety. I feel my proposal has accomplished both goals. My proposal would be an asset to the community and in no way will compromise safety.

Thank you, Jeff Crandell







7	1201100		
Planning \$	Draina, 1204		G PERMIT NO. 857/0
TCP\$ Waived	School Impact \$		FILE#SPR-2003-0165
per KD	PLANNING an review, multi-family deve	CLEARANCE	
	rand Junction Commun		
gire littering	THIS SECTION TO BE	COMPLETED BY APPLICANT 153	\$
BUILDING ADDRESS 2710	O PATTERSON RO.	TAX SCHEDULE NO	2945-013-00-053
SUBDIVISION		120	SED BLDG(S)/ADDITION
FILING BLK	LOT	SQ. FT OF EXISTING	G BLDG(S) 238/47
OWNER VEFF CRANC		CONSTRUCTION	
ADDRESS <u>8829</u> N	ORTH A.E. #105	CONSTRUCTION	PARCEL: BEFOREAFTER
TELEPHONE (970) 25	7.1160	USE OF ALL EXISTI	NG BLDGS OFFICE
APPLICANT VEFF CR	CANDELL	DESCRIPTION OF	WORK & INTENDED USE:
ADDRESS SAME		LANDSCAPE,	/ PARKING - OFFICE.
TELEPHONE SAME	ξ.		
/ Submittal requirements are	outlined in the SSID (Submittal	Standards for Improve	ements and Development) document.
	THIS SECTION TO BE COMPLETED BY CO	MMUNITY DEVELOPMENT DEPAR	RTMENT STAFF 189
ZONE RO		LANDSCAPING/SCF	REENING REQUIRED: YES / NO
SETBACKS: FRONT: 20 from center of R	from Property Line (PL) or COW, whichever is greater REAR:(O) from PL	PARKING REQUIRE	MENT: 8/9 provided
2	NOAK	Plan	ns. Fet Affrosca
MAXIMUM HEIGHT	TAG	1/1001	
MAXIMUM COVERAGE OF LOTE	SY STRUCTURES	CENSUS TRACT	THAFFIC ZONE ANNX
Modifications to this Planning Clea authorized by this application car issued by the Building Departme guaranteed prior to issuance of a issuance of a Certificate of Occu condition. The replacement of any and Development Code.	arance must be approved, in writir not be occupied until a final insp nt (Section 307, Uniform Buildin I Planning Clearance. All other r upancy. Any landscaping requir y vegetation materials that die or	ng, by the Community De ection has been comple g Code). Required imp equired site improveme ed by this permit shall are in an unhealthy cond	evelopment Department Director. The structure steed and a Certificate of Occupancy has been rovements in the public right-of-way must be nts must be completed or guaranteed prior to be maintained in an acceptable and healthy lition is required by the Grand Junction Zoning
Four (4) sets of final construction One stamped set must be available	drawings must be submitted and ble on the job site at all times.	stamped by City Engine	eering prior to issuing the Planning Clearance.
I hereby acknowledge that I have a laws, regulations, or restrictions who but not necessarily be limited to n	hich apply to the project. I unders	mation is correct; I agree tand that failure to compl	to comply with any and all codes, ordinances, y shall result in legal action, which may include
Applicant's Signature Department Approval	te Hostello		Date 1.13.03 Date 7/9/03
Additional water and/or sewer tap	fee(s) are required: YES	NOV	W/O No.
Utility Accounting	oc Weshow	L	Date 7/9 /3
VALID FOR SIX MONTHS FI	ROM DATE OF ISSUANCE (Sec	tion 2.2.C.1 Grand Jur	nction Zoning and Development Code)

(White: Planning)

(Yellow: Customer)

(Pink: Building Department)

(Goldenrod: Utility Accounting)

WHEN RECORDED RETURN TO:

City of Grand Junction Real Estate Division 250 North 5th Street Grand Junction, CO 81501 BOOK3441 PAGE960

2139715 08/05/03 0403PM
Janice Ward CLK&Rec Mesa County Co
RecFee \$5.00 SurChg \$1.00
Documentary Fee \$No Fee

WARRANTY DEED

Jeffery E. Crandell and Linda C. Crandell, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey to The City of Grand Junction, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, Grantee, its successors and assigns forever, the following described tract or parcel of land for Public Roadway and Utilities right-of-way purposes, to wit:

Commencing at the Southwest corner of the Southwest ¼ of the Southwest ¼ ("SW ¼ SW ¼") of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the South line of the SW ¼ SW ¼ of said Section 1 to bear S 89°47'29" E with all bearings contained herein being relative thereto; thence S 89°47'29" E along the South line of the SW ¼ SW ¼ of said Section 1 a distance of 464.40 feet; thence leaving the South line of said SW ¼ SW ¼, N 00°12'31" E a distance of 50.0 feet to the Southwest corner of Grantor's real property as described by instrument recorded in Book 3183 at Page 48 in the office of the Mesa County Clerk and Recorder, said point also being on the North right-of-way line for Patterson Road (also known as F Road), as described by instrument recorded in Book 1106 at Page 145 in the office of the Mesa County Clerk and Recorder, being the True Point of Beginning of the parcel herein described; thence N 00°12'31" E along the West boundary line of Grantor's real property as aforesaid a distance of 5.0 feet;

thence leaving said West boundary line and along a line which is parallel with the South line of the SW ¼ SW ¼ of said Section 1, S 89°47'29" E a distance of 103.88 feet to a point on the East boundary line of Grantor's real property;

thence S 00°12'31" W along the East boundary line of Grantor's real property a distance of 5.0 feet to the Southeast corner of Grantor's real property, said point also being on the North right-of-way line for Patterson Road as aforesaid;

thence N 89°47'29" W along the North right-of-way line for Patterson Road a distance of 103.88 feet to the Point of Beginning.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereunto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 27 day of UNE.	, 2002.
Jeffery E. Crandell Linda C. Crand	C. Ceandelp
State of Colorado))ss.	
County of Mesa) DORENDAK	
The foregoing instrument was acknowledged before me to 2003, by Jeffery E. Crandell and Linda Corantell.	his $\frac{27}{2}$ day of $\frac{20}{2}$ $\frac{1}{2}$
My commission expires: $9-22-04$. Witness my hand and official seal.	
	Notary Public Veelol
	-

WHEN RECORDED RETURN TO: City of Grand Junction Real Estate Division 250 North 5th Street Grand Junction, CO 81501

BOOK3441 PAGE958

2139714 08/05/03 0403PM
JANICE WARD CLK&REC MESA COUNTY CO
RECFEE \$10.00 SURCHG \$1.00
DOGUMENTARY FEE \$EXEMPT

GRANT OF MULTI-PURPOSE EASEMENT

Jeffery E. Crandell and Linda C. Crandell, Grantors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, Grantee, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Multi-Purpose Easement for the use and benefit of Grantee and for the use and benefit of the Public Utilities, as approved by Grantee, as a perpetual easement for the installation, operation, maintenance, repair and replacement of utilities and appurtenances related thereto, as approved by Grantee, including, but not limited to, electric lines, cable television lines, natural gas pipelines, sanitary sewer lines, storm sewers and storm water drainage facilities, water lines, telephone lines, and also for the installation, operation maintenance, repair and replacement of traffic control facilities, street lighting, landscaping, trees and grade structures, as approved by Grantee, on, along, over, under, through and across the following described premises, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, the said Grantors hereby covenanting with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structures or any other item or fixture which might be detrimental to the facilities of Grantee and/or the Public Utilities or which might act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area, the said Grantors hereby further covenanting with Grantee that they have good title to the aforedescribed premises; that they have good and lawful right to grant this Easement; that it will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

JUNE , 2003.
Linda C. Crandell
refore me this 27 day of 50 h.E. , 2003
Notary Public Veeld

EXHIBIT "A"

A Perpetual Multi-Purpose Easement situate in the Southwest ¼ of the Southwest ¼ of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Commencing at the Southwest corner of the Southwest ¼ of the Southwest ¼ ("SW¼" SW¼") of Section 1, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, and considering the South line of the SW ¼ SW ¼ of said Section 1 to bear S 89°47'29" E with all bearings contained herein being relative thereto;

thence S 89°47'29" E along the South line of the SW ¼ SW ¼ of said Section 1 a distance of 464.40 feet; thence leaving the South line of said SW ¼ SW ¼, N 00°12'31" E a distance of 55.0 feet to a point on the West boundary line of Grantor's real property as described by instrument recorded in Book 3183 at Page 48 in the office of the Mesa County Clerk and Recorder, said point being the <u>True Point of Beginning</u> of the Easement herein described; thence N 00°12'31" E along the West boundary line of Grantor's real property as aforesaid a distance of 14.0 feet;

thence leaving said West boundary line and along a line which is parallel with the South line of the SW ¼ SW ¼ of said Section 1, S 89°47'29" E a distance of 103.88 feet to a point on the East boundary line of Grantor's real property;

thence S 00°12'31" W along the East boundary line of Grantor's real property a distance of 14.0 feet:

thence leaving said East boundary line and along a line which is parallel with the South line of the SW ¼ SW ¼ of said Section 1, N 89°47'29" W a distance of 103.88 feet to the Point of Beginning.



RECIPROCAL USE EASEMENT

2139716 08/05/03 0403PM
JANICE WARD CLK&REC MESA COUNTY CO
RECFEE \$10.00 SURCHG \$1.00
DOCUMENTARY FEE \$EXEMPT

This reciprocal use easement (hereinafter referred to as "Easement") is made this day of Ours, 2003.

RECITALS

A. Jeffery E. Crandell (hereinafter referred to as "Owner") owns real property located in the City of Grand Junction, Mesa County, Colorado, legally described as follows:

A parcel of land situated in the SW ¼ of the SW ¼ of Section 1, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

Beginning 30 feet North and 464.4 feet East of the Southwest Corner of said Section 1;

thence North 179.4 feet;

thence East 103.88 feet;

thence South 179.4 feet;

thence West 103.88 feet to the Point of Beginning,

EXCEPT the South 20 feet thereof as conveyed to the City of Grand Junction for street right of way and utility purposes by instrument recorded May 23, 1977 in Book 1106 at Page 145.

Hereinafter referred to as "Property" or "Owner's Property.")

- B. Adjoining Owner's Property to the west is a parcel owned by the Center for Enriched Communications, 2708 Patterson Road, Grand Junction, Colorado, and identified by tax parcel number 2945-013-00-975.
- C. Adjoining Owner's Property to the East is a parcel owned by Michael C. Janes, 2714 Patterson Road, Grand Junction, Colorado, and identified by tax parcel number 2945-013-00-013.
 - D. Owner desires to develop his Property with access off of Patterson Road.
- E. The City of Grand Junction may, in the future, close the Patterson Road access of Owner's east and west neighbors described above, necessitating an alternative access point.

NOW THEREFORE, Jeffery E. Crandell, ("Owner"), for himself, his successors and assigns, declares as follows:

1. Owner establishes and creates for the benefit of the Center for Enriched Communications and Michael C. Janes, their tenants, employees, agents, contractors, invitees and customers, as well as any successive owners to the property, a non-exclusive

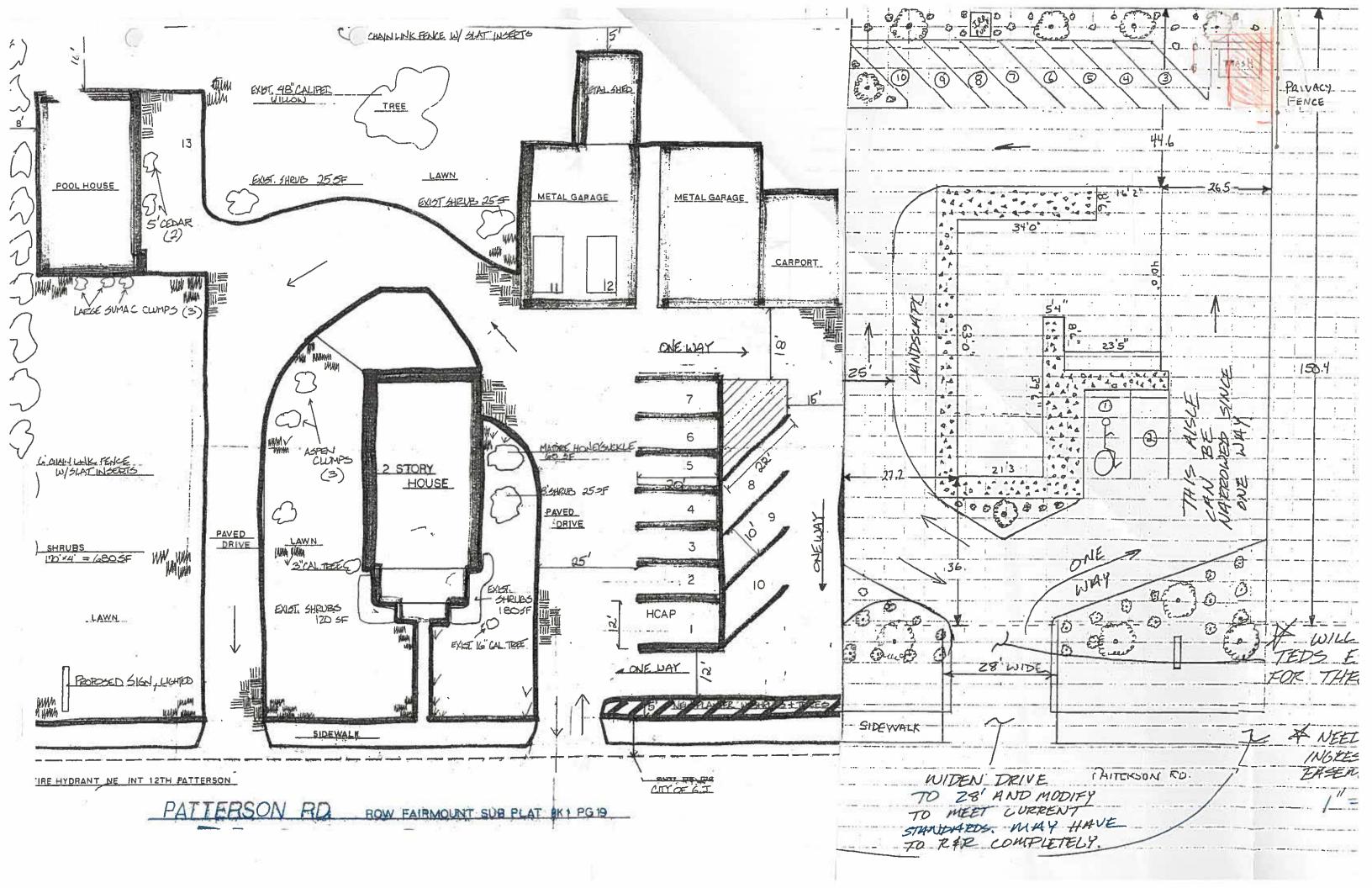
easement over, upon and across the Property described in Paragraph A above, for the purpose of providing vehicular ingress and egress only if the City of Grand Junction closes the Patterson Road access.

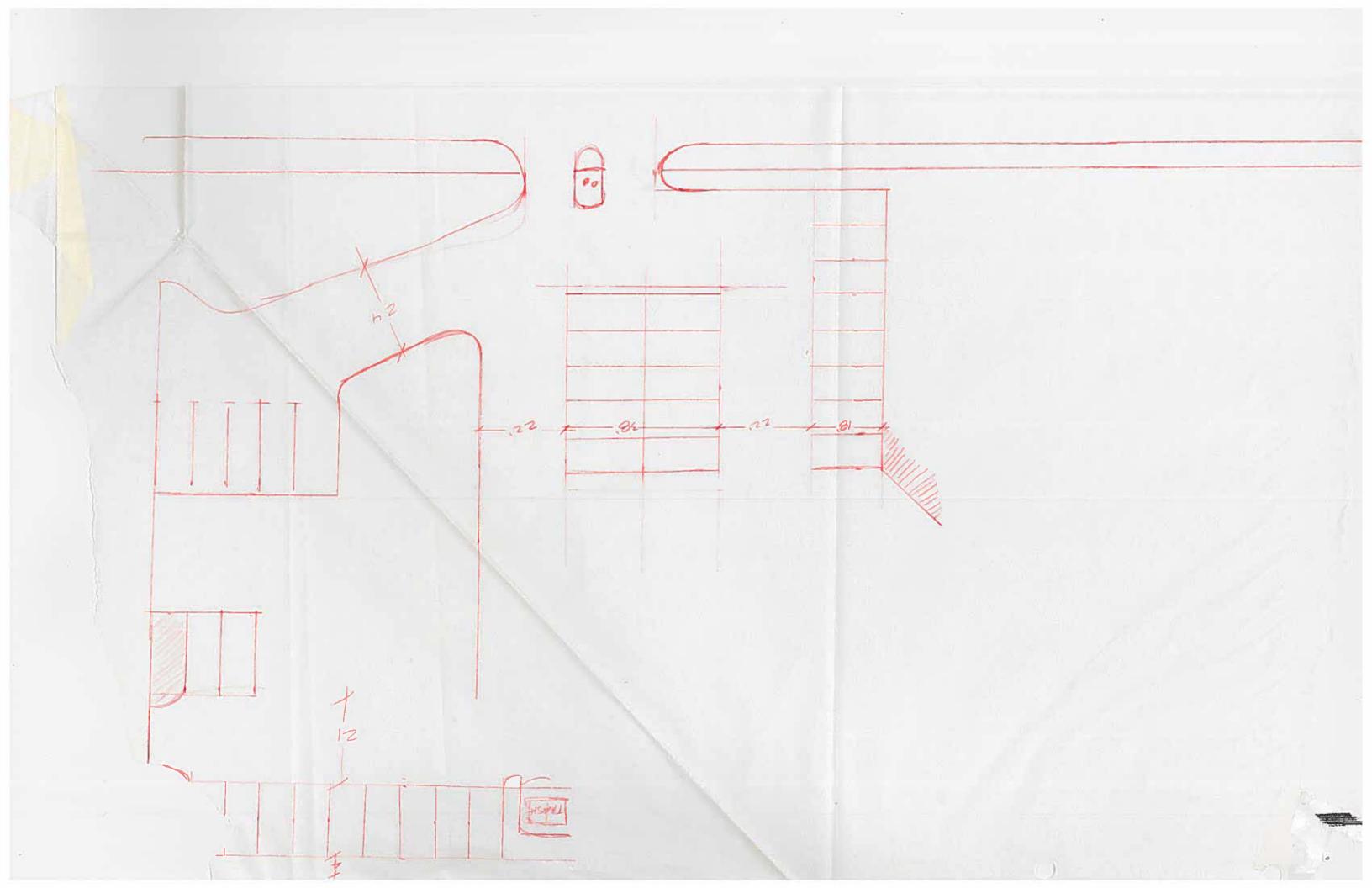
- 2. The Center for Enriched Communications and Michael C. Janes, shall have the right to construct, at their expense and pursuant to all applicable federal, state and municipal codes a driveway to facilitate said access.
- 3. At this time, the exact location of the access points is unknown. Owner shall not restrict location of the access point unless the access point unreasonably restricts his use and enjoyment of the Property.
- 4. The rights and privileges granted herein shall not be deemed or construed to dedicate any portion of the Property to the general public or any governmental agency or body.
- 5. Owner shall be responsible for the maintenance, repair, replacement and upkeep of the portion of driveway located on his Property. This maintenance shall include, without limitation, snow removal, trash removal, and resurfacing as necessary to maintain the Property in a safe, uniform and accessible manner. The cost and expense of this maintenance shall be the responsibility of the Owner.

EXECUTED as of the day and year set forth above.

Jeffery El Cramdell	DORENDA K
STATE OF COLORADO)	
COUNTY OF MESA)	COLORA
The Foregoing Reciprocal Use East day of 2003.	sement was acknowledged before me this
	Notary Public Satte Victor
	Tional Land

My commission expires: 9-22-6





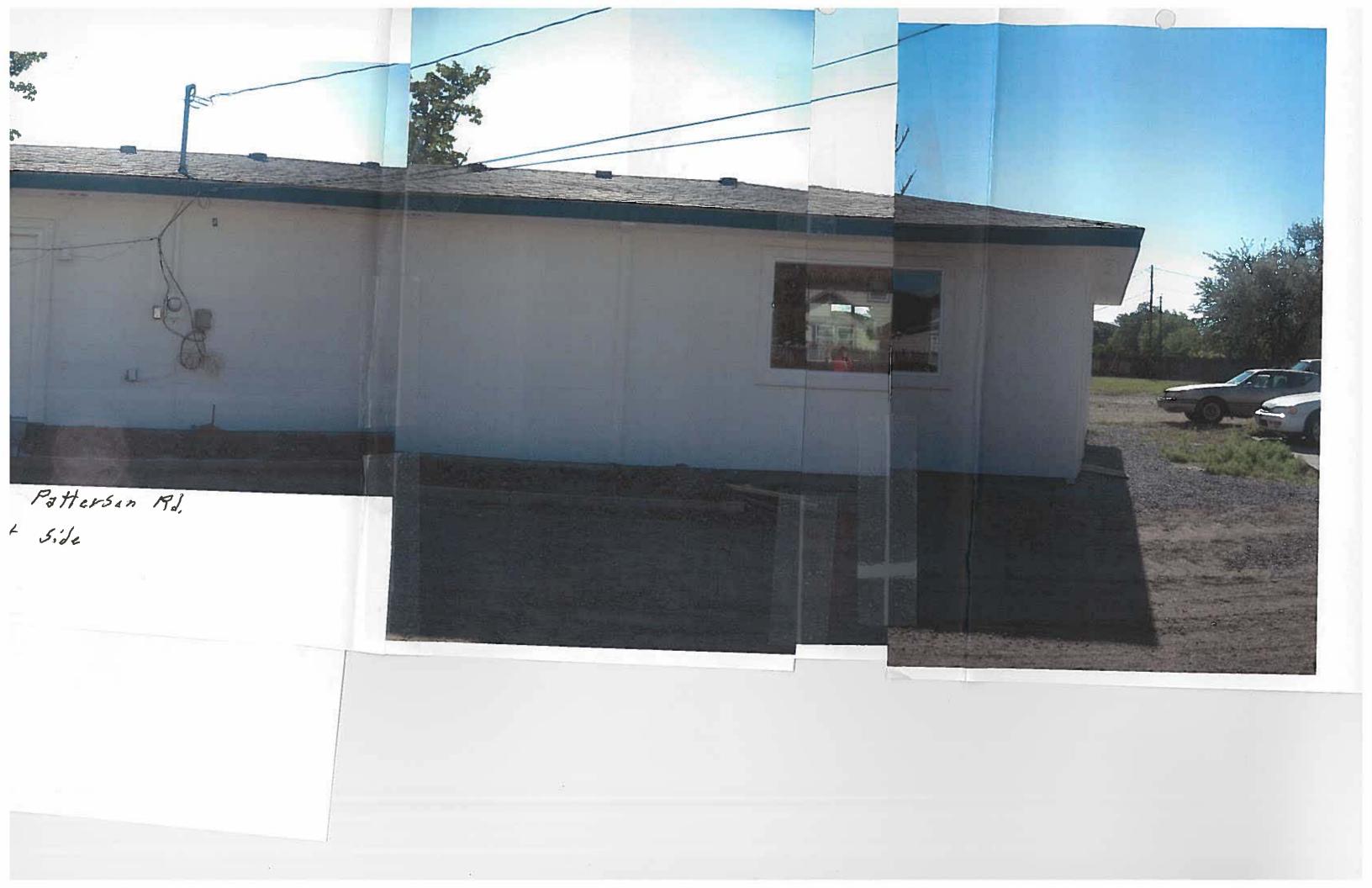


EXHIBIT B

IMPROVEMENTS LIST/DETAIL (Page 1 of 3)

NAME OF DEVELOPMENT:	Yandell Je	55		
	Harson F.	0 1		_
PRINTED NAME OF PERSON PREP		Wast		
	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing				
2. Cut and remove asphalt				
3. PVC sanitary sewer main (incl.				
trenching, bedding & backfill)				75
4. Sewer Services (incl. trenching,				
bedding, & backfill)				
5. Sanitary sewer manhole(s)				
6. Connection to existing manhole(s)				
7. Aggregate Base Course				
8. Pavement replacement				
9. Driveway restoration				
10. Utility adjustments				
II. DOMESTIC WATER				
1. Clearing and grubbing				
2. Cut and remove asphalt				
3. Water Main (incl. excavation,		Name		
bedding, backfill, valves and				
appurtenances)				
4. Water services (incl. excavation,				
bedding, backfill, valves, and				
appurtenances)				
5. Connect to existing water line				
6. Aggregate Base Course		- Lawrence		
7. Pavement Replacement		-		
8. Utility adjustments				
III. STREETS & Payking 1. Clearing and grubbing				
1. Clearing and grubbing				
2. Earthwork, including excavation				
and embankment construction				
3. Utility relocations				
4. Aggregate sub-base course 6 // (square yard)	\$7	938	2,34	5,008.92
	TOTAL UNITS	UNIT OTY.	TOTAL PRICE	AMOUNT

5. Aggregate base course	
(square yard)	
6. Sub-grade stabilization	<u>5.4. 938 1,35 1,266.30</u> 5.4. 938 6.95 6.519.10
7. Asphalt or concrete pavement	<u> </u>
(square yard)	1 = === 1 == 1 == 1 == 1
8. Curb, gutter & sidewalk Garrier	L.F. 5.30 4.80 2,544.80
(linear feet)	21 21 22 27 2 100 2 2
9. Driveway sections	54 84 37,25 3,129,00
(square yard)	
10. Crosspans & fillets	
11. Retaining walls/structures	
12. Storm drainage system	
13. Signs and other traffic	
control devices	
14. Construction staking	<u>HR 3 1000 800.00</u>
15. Dust control	15 1607 20500 200,60
16. Street lights (each)	F- 2 56ADS 1,000,00
IV. LANDSCAPING	•
1. Design/Architecture	
2. Earthwork (includes top	1.5 1099 300.00 300.00
soil, fine grading, & berming	
3. Hardscape features (includes	
walls, fencing, and paving)	
4. Plant material and planting	15. 100% 4750.00 1,750.00
5. Irrigation system	15 100% 475000 1,750.00 25 100% 1,500,00 1,000,00
6. Other features (incl. statues,	
water displays, park equipment,	
and outdoor furniture)	
7. Curbing	
8. Retaining walls and structures	
9. One year maintenance agreement	
V. MISCELLANEOUS	
1. Design/Engineering	15 100 2500.00 2500.00
2. Surveying	And a
3. Developer's inspection costs	1.5 100% 200,50 200,00
4. Quality control testing	1.5 10070 300.50 300.50
5. Construction traffic control	
6. Rights-of-way/Easements	
7. City inspection fees @\$45./hr	H. 1 45.00 45.00
8. Permit fees	1.5 1007- 5000 50.00
9. Recording costs	TOTAL UNIT TOTAL
	UNITS QTY. PRICE AMOUNT
10. Bonds	_
11. Newsletters	——————————————————————————————————————
05/04/01	2

12. General Construction Supervision 13. Other A Concrete Scheldelk 14. Other Revises Concrete Friesday	5 F. 515 1.5. 100%	400.00 400.00 260 133900 2000 200.00 = 28,55/3: - 5,7/0.2
TOTAL ESTIMATED COST OF IMPROVE	EMENTS: \$ 34,26	
SCHEDULE OF IMPROVEMENTS:		
1. SANITARY SEWER		
II. DOMESTIC WATER		
III. STREETS		
IV. LANDSCAPING	2016	
V. MISCELLANEOUS		
I have reviewed the estimated costs and time schedu the current costs of construction agree to construct above.		
SIGNATURE OF DEVELOPER (If corporation, to be signed by president and to by secretary together with the corporate se	attested	date
Reviewed and approved.		
CUTTLE TO LETTE		date
CITY ENGINEER	(Jate
		•
COMMUNITY DEVELOPMENT		date

05/04/01



April 2, 2003

TO: City Development Engineer

FROM: Leslie Wood, P.E.

Subject: Drainage Fee – 2710 Patterson Road

The drainage fee for 2710 Patterson Road has been calculated to be \$1,224.00. This is for Jeff Crandell in his modification of his property at 2710 Patterson Road, which contains 0.38 acres. The composite "C" valve will be increased from 0.59 to 0.83.



City of Grand Junction Public Works Department 250 North 5th Street Grand Junction, CO 81501-2668 Phone: (970) 244-1555

FAX: (970) 256-4022

March 3, 2003

Mr. Jeff Crandell 2710 Patterson Road Grand Junction, CO 81506

RE: TEDS Exception No. 05-03, to Reduce Access Spacing at 2710 Patterson

Dear Mr. Crandell;

Please find attached the committee's decision on the above request. As stated in the recommendation, this approval is conditioned on the delivery of an access plan designed to meet all other requirements of the TEDS and a properly worded joint access agreement in favor of all adjoining properties.

With the submittal of the above items, you may use this decision to proceed through the development review process. If you have any question concerning this decision, please feel free to contact the Development Engineer in charge of your project or me at (970) 256-4047.

Sincerely,

Michael G. McDill, P.E.

City Engineer

C: Rick Dorris, Development Engineer (256-4034)
Pat Cecil, Development Services Supervisor



City of Grand Junction
Public Works Department
250 North 5th Street
Grand Junction, CO 81501-2668
Phone: (970) 244-1555
FAX: (970) 256-4022

DESIGN EXCEPTION #DE05-03

To:

Mark Relph, Director of Public Works & Utilities

Thru:

Tim Moore, Public Works Manager

Copy to:

Rick Dorris, Development Engineer

Pat Cecil, Development Services Supervisor

From:

Mike McDill, City Engineer

Date:

February 25, 2003

RE:

Request to Reduce Access Spacing at 2710 Patterson

DESCRIPTION OF THE SITUATION

Applicant is planning to convert an existing house to an insurance office at the above location. The plan proposes to close one access and widen the second to provide two way traffic. The new access is located 135 feet east of an existing access into the Counseling Center and approximately 80 west of the next residential driveway. Section 4.1.1, Spacing, requires, "...access spacing shall be 150' or greater...." This criteria should be seriously considered anywhere along Patterson Road and is not proposed to change for arterial streets in the latest TEDS revisions. The proposed access will need to consist of a 16-foot entrance lane and a 12-foot exit with a separation island to discourage left turns onto Patterson. It should also be expected that eventually left turns from Patterson will be eliminated, possible as part of the development review for this site plan.

Applicant proposes to execute a joint access agreement in favor of the property to the east.

The applicant requests exception from Section 4.1.1, Spacing.

EXCEPTION CONSIDERATIONS

1. Will the exception compromise safety?

This plan will immediately eliminate one access point along Patterson Road. It would also lead to the future elimination of the direct accesses to the Counseling Center and the property to the east if the joint access agreement was worded broadly enough. This developer should be required to execute a joint access agreement for any neighboring properties that can potentially use this access point. No significant safety issue exists at the new location because it will eventually be the only one in the vicinity and future opposing accesses will be separated by a median.

2. Have other alternatives been considered that would meet the standard?

The applicant considered two other alternatives. He has tried to work with the Counseling Center to develop a joint drive at the common property line, but they have declined to participate. In fact, this location will be farther from the intersection with 12th Street and will better accommodate any future right turn lane for west bound Patterson at 12th. He also made an effort to work with the property to the east with no success. This property appears to be the best location for a shared access for these properties.

3. Has the proposed design been used in other areas?

Yes. We are encouraging shared accesses on all major streets around the City.

4. Will the exception require CDOT or FHWA coordination?

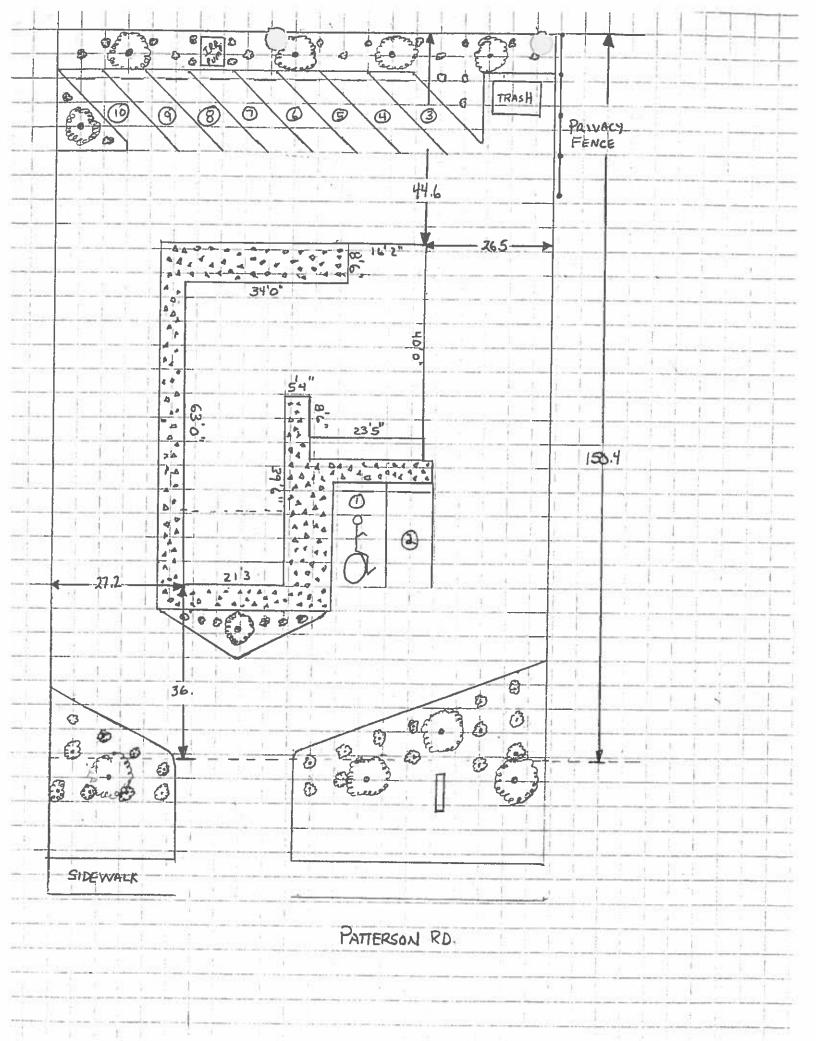
5. Is this a one-time exception or a manual revision?

This would be a one time exception to the spacing requirements along major arterial streets.

Staff Recommendation

I recommend approval of the requested Design Exceptions to Section 4.1.1 to allow the new parking lot access from Patterson Road, as long as it is designed to meet all other requirements of the TEDS and a properly worded joint access agreement is signed and delivered. In the future reference may be made to this exception when the adjoining properties re-develop.

Recommended by: Millian Hilleh
Approved as Requested:
Denied:
QueiBer
KaltER law land
AAD



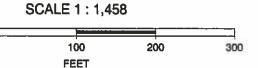
2710 Patterson

- **PUMP STATIONS**
- SANITARY MANHOLES
- COMBINED SANITARY MANHOLES
- STORM MANHOLES
- **EXECUTE** CATCH BASINS
- IRRIGATION GATES
 - **CATCH BASIN LATERALS**
- Abandoned
- FORCE MAINS
- FORCE MAINS-NOT SURVEYED
- --- COMBINED SEWER
- SANITARY SEWER
- SANITARY SEWER-NOT SURVEYED
- STORM SEWER
- STORM SEWER-NOT SURVEYED

100

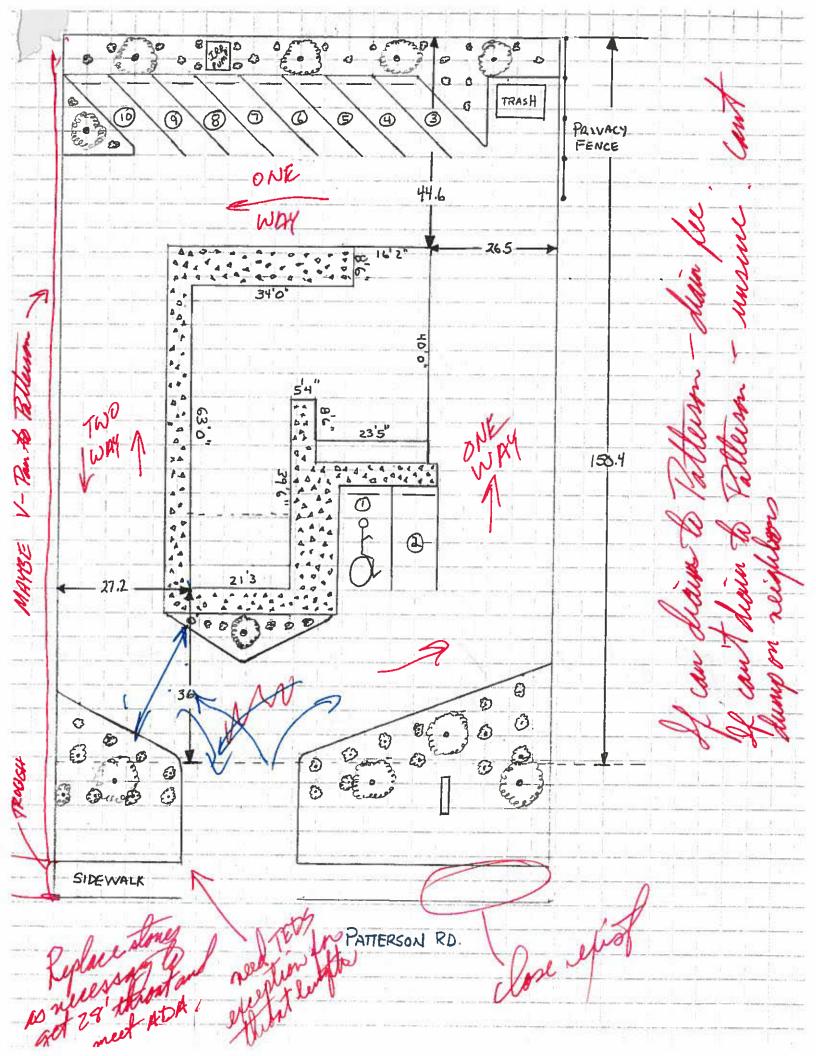
- IRRIGATION DITCHS
- Detention Ponds
- Parcels





Reynocal easements.





"EXHIBIT A"

A parcel of land for road right-of-way purposes in the SW1/4 SW1/4, Section 1, Township 1 South, Range 1 West of the Ute Meridian being described as follows:

Commencing at the SW corner of Section 1, Township 1 South, Range 1 West of the Ute Meridian, and considering the South line of said SW1/4 SW1/4, Section 1 to bear S89°47'29"E with all bearings contained herein to be relative thereto;

thence along the south line of said SW1/4 SW1/4, Section 1, S89°47'29"E 464.40 feet; thence N00°12'31"E 50.00 feet to the POINT of BEGINNING; thence N00°12'31"E 5.00 feet; thence S89°47'29"E 103.88 feet; thence S00°12'31"W 5.00 feet; thence N89°47'29"W 103.88 feet to the POINT of BEGINNING, containing 0.01 acres as described.

All being in Mesa County, Colorado.

Authored by: David M. Morris PLS #30111 Q.E.D. Surveying Systems Inc. 1018 Colorado Ave. Grand Junction, Colorado 81501 (970)241-2370 6/9/03

REVIEW COMMENTS / SPR-2003-065 / PAGE 2 of 2

CITY DEVELOPMENT ENGINEER Rick Dorris

5/27/03 256-4034

- 1. Five feet of Right of Way along Patterson must be dedicated to the City of Grand Junction. It was impossible to determine this with earlier submittals due to the lack of dimensions. A 14' Multi-purpose easement also needs to be dedicated. Please prepare the legal descriptions and the City will prepare the documents.
- 2. The pavement section with the curb and gutter shows 6" of base while the pavement section shows 8". Suggest eliminating the asphalt section if since the barrier curb detail shows an asphalt section. Also, the 10" of re-compacted native material on the pavement section seems excessive.
- 3. The reveal on the curb is shown to vary. Why can't this be the normal 6"? If not the normal 6,"
- 4. In the northwest corner of the site, there is two feet of elevation difference between this site and the neighbor to the west. How is this going to be accounted for? I assume the 2' tall curb will be part of the solution. Show more detail on the Barrier Curb detail to show how this works or describe in a design note.
- 5. Is the concrete sidewalk on the east and north sides of the house at grade? If not, there is not a 15' drive aisle.
- 6. Still need the reciprocal easements.
- 7. Still need the financial guarantee.
- 8. Please complete all requirements in these comments and return to the City with one submittal regardless of who is completing what; this makes it much easier to review which will make it faster for you.

REVIEW COMMENTS

2nd Round

Page 1 of 3 June 3, 2003

FILE #SPR-2003-065

TITLE HEADING: Crandell Insurance Office

LOCATION:

2710 Patterson Road

PETITIONER:

Jeff Crandell

PETITIONER'S ADDRESS/TELEPHONE:

2829 North Avenue #105

257-1160

STAFF REPRESENTATIVE:

Senta Costello

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT AND LABEL A RESPONSE TO COMMENT FOR EACH AGENCY OR INDIVIDUAL WHO HAS REQUESTED ADDITIONAL INFORMATION OR REVISED PLANS, INCLUDING THE CITY, ON OR BEFORE 5:00 P.M., JUNE 10, 2003.

CITY COMMUNITY DEVELOPMENT Senta Costello

5/27/03

244-1442

- 1. Please provide elevations of what the structure is proposed to look like upon completion. Approval of this project will not be given until the elevations have been reviewed.
- 2. Please provide a detail of the proposed outdoor lighting fixture. It must be a full cut-off fixture. The spread from the light must not leave the subject property and cannot be mounted over 35' in height. Please dimension the detail of the parking light as shown on the plan dated 5/21/03.
- 4. How will a handicap person access the building from the proposed handicap space in the rear of the building? Will the asphalt be at the same level as the existing concrete patio?
- 6. Please provide numbers, planting size, and mature size of all proposed plantings on the site plan. The plant list provided with the response to comments did not include all of the trees shown on the site plan. Please provide the above planting information for all proposed plantings. If the one page plan becomes to crowded with the additional information, move the landscaping plan and associated information to a second sheet.
- 7. A Krauter Vesuvius Cherry Plum is considered to be a medium tree. Medium trees may be substituted for large trees at a ratio of 1.5 medium trees to 1 large tree.
- 8. What type of ground cover is proposed (i.e. grass, bark, rock, combination of materials)? Please show/label the ground cover on the plan.
- 9. Will trash trucks be accessing the property or will curbside pick-up still be utilized?
- 10. Please provide a detail of the proposed trash enclosure.

"EXHIBIT A"

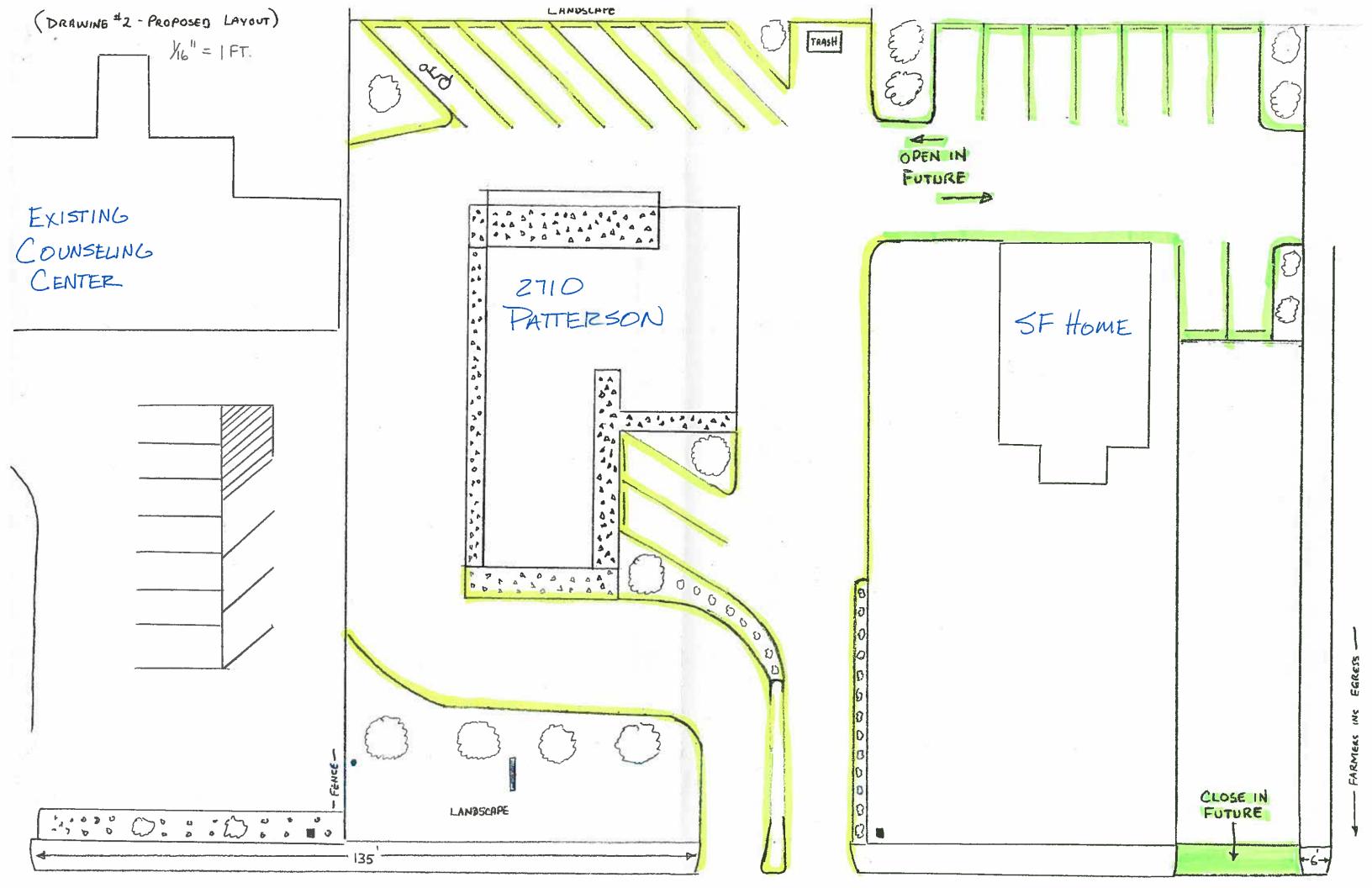
A 14' Multi-Purpose Easment situated in the SW1/4 SW1/4, Section 1, Township 1 South, Range 1 West of the Ute Meridian being described as follows:

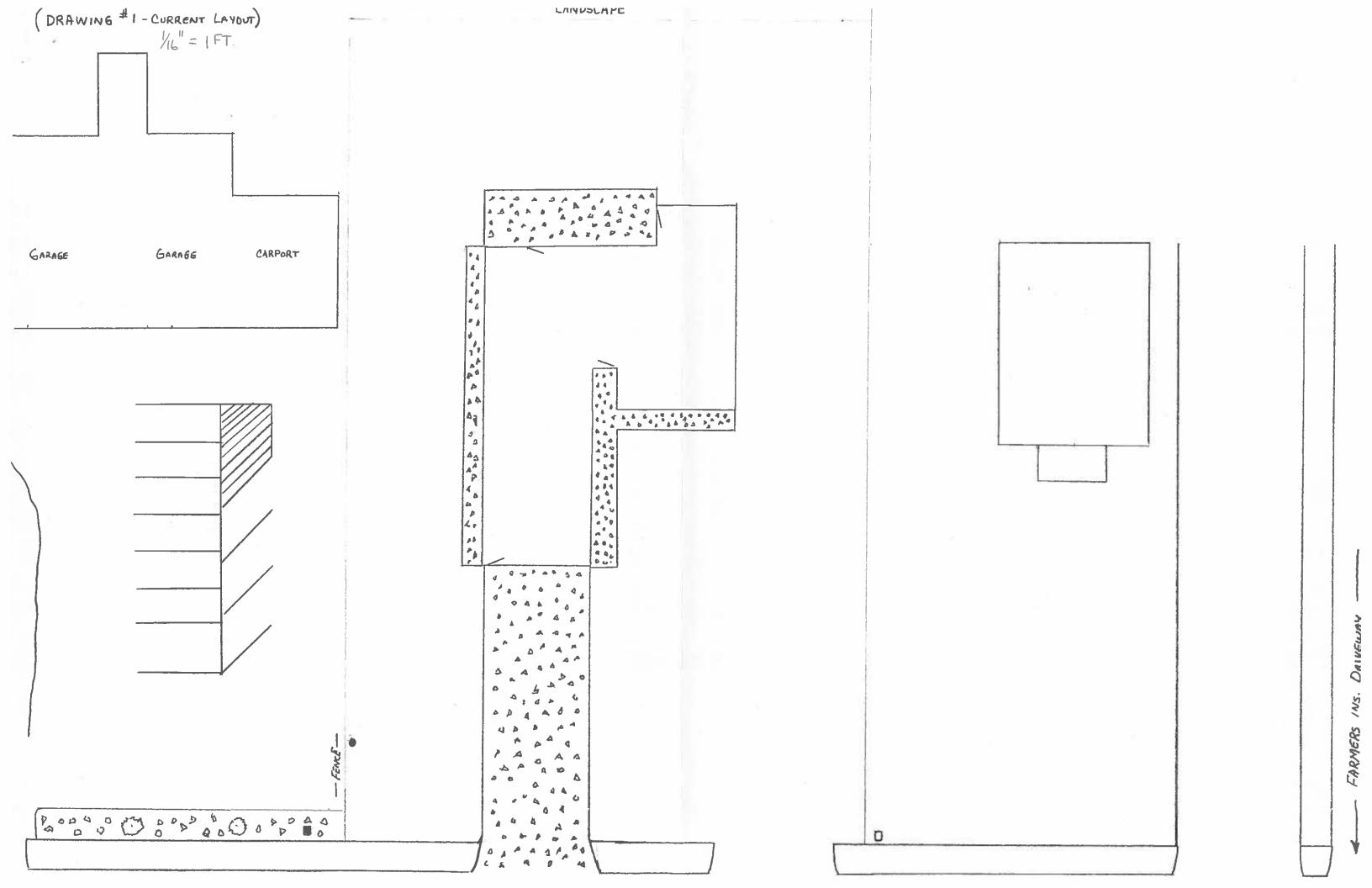
Commencing at the SW corner of Section 1, Township 1 South, Range 1 West of the Ute Meridian, and considering the South line of said SW1/4 SW1/4, Section 1 to bear S89°47'29"E with all bearings contained herein to be relative thereto;

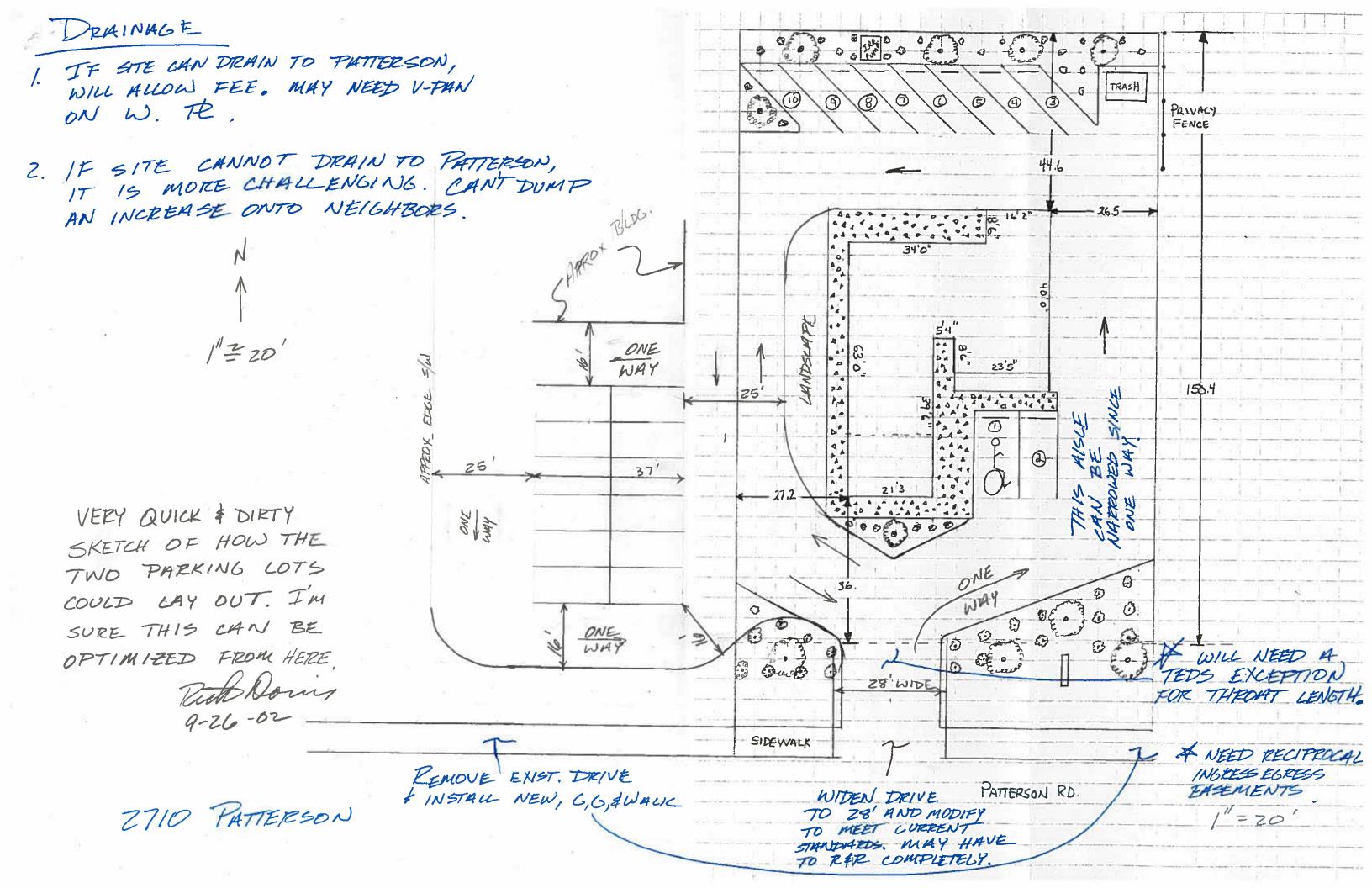
thence along the south line of said SW1/4 SW1/4, Section 1, S89°47'29"E 464.40 feet; thence N00°12'31"E 55.00 feet to the POINT of BEGINNING; thence N00°12'31"E 14.00 feet; thence S89°47'29"E 103.88 feet; thence S00°12'31"W 14.00 feet; thence N89°47'29"W 103.88 feet to the POINT of BEGINNING.

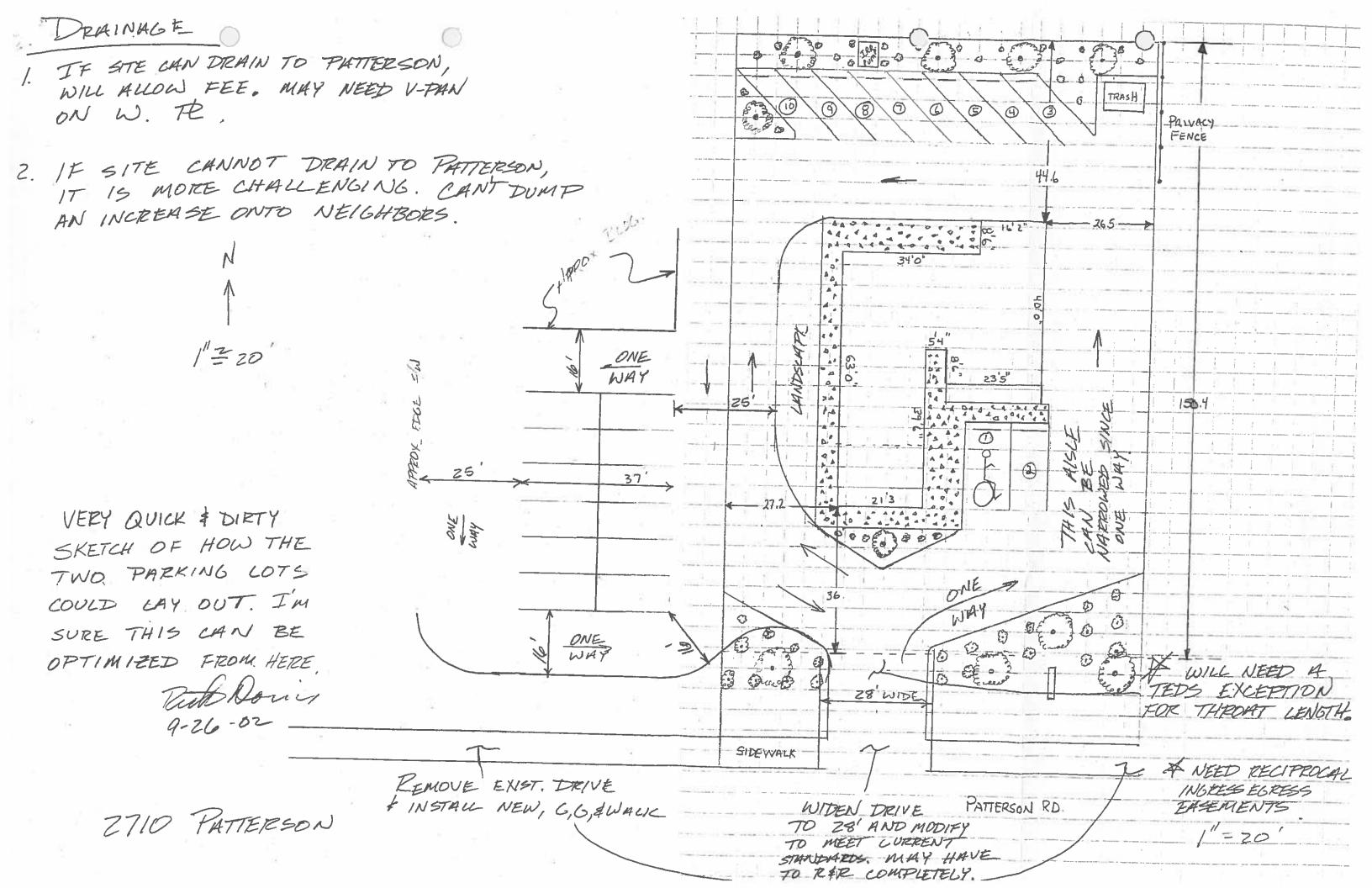
All being in Mesa County, Colorado.

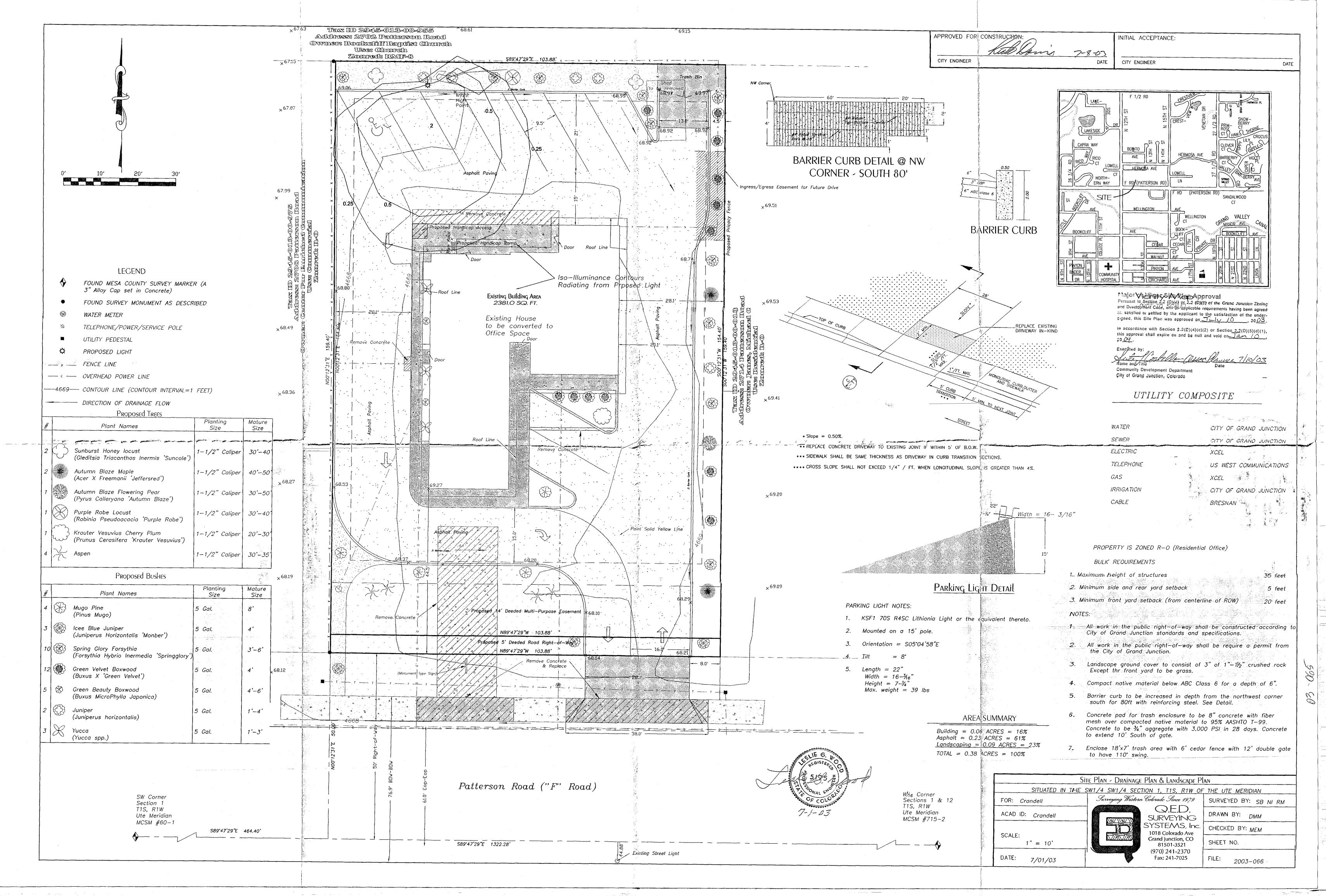
Authored by: David M. Morris PLS #30111 Q.E.D. Surveying Systems Inc. 1018 Colorado Ave. Grand Junction, Colorado 81501 (970)241-2370 6/9/03

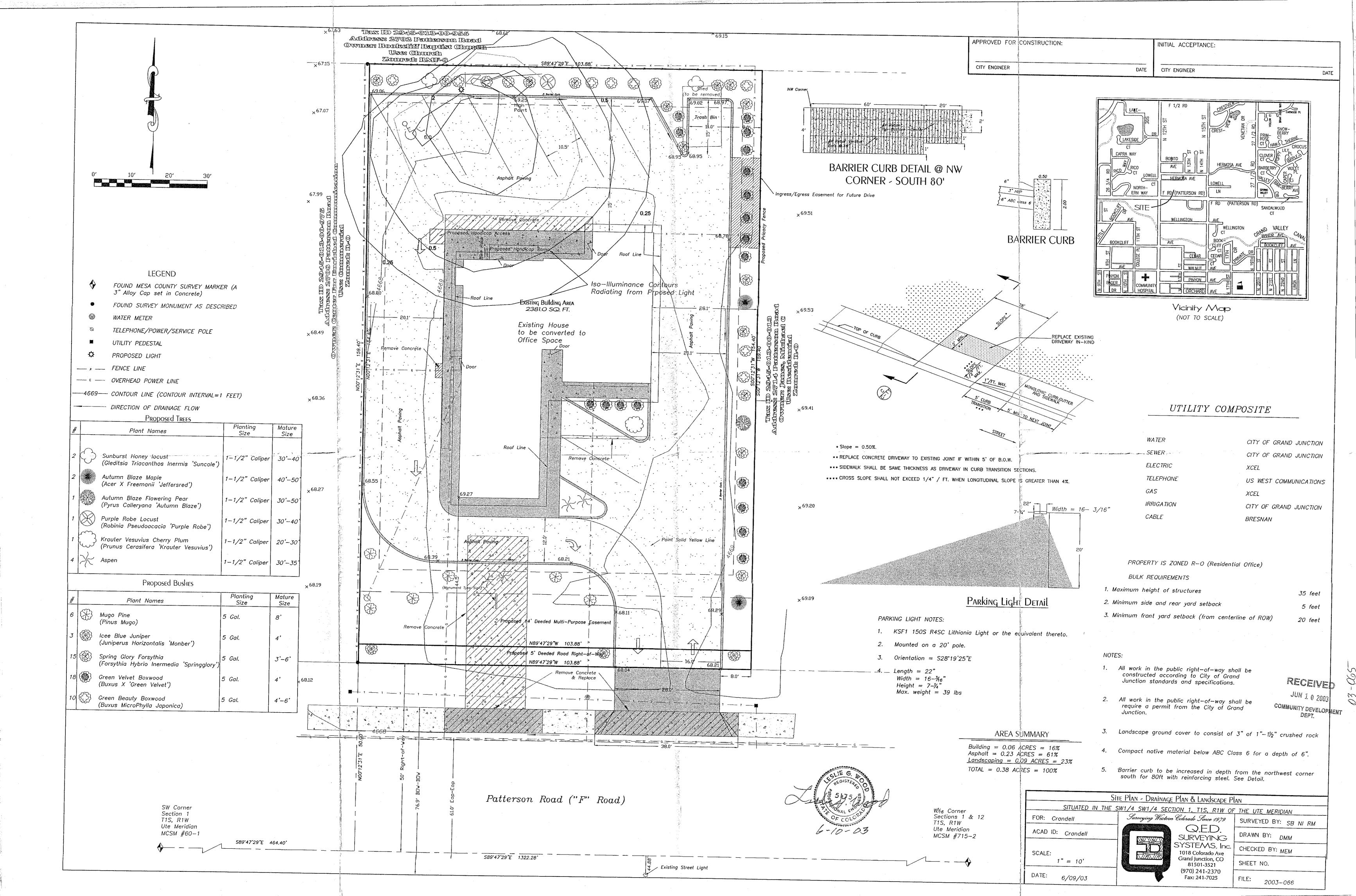


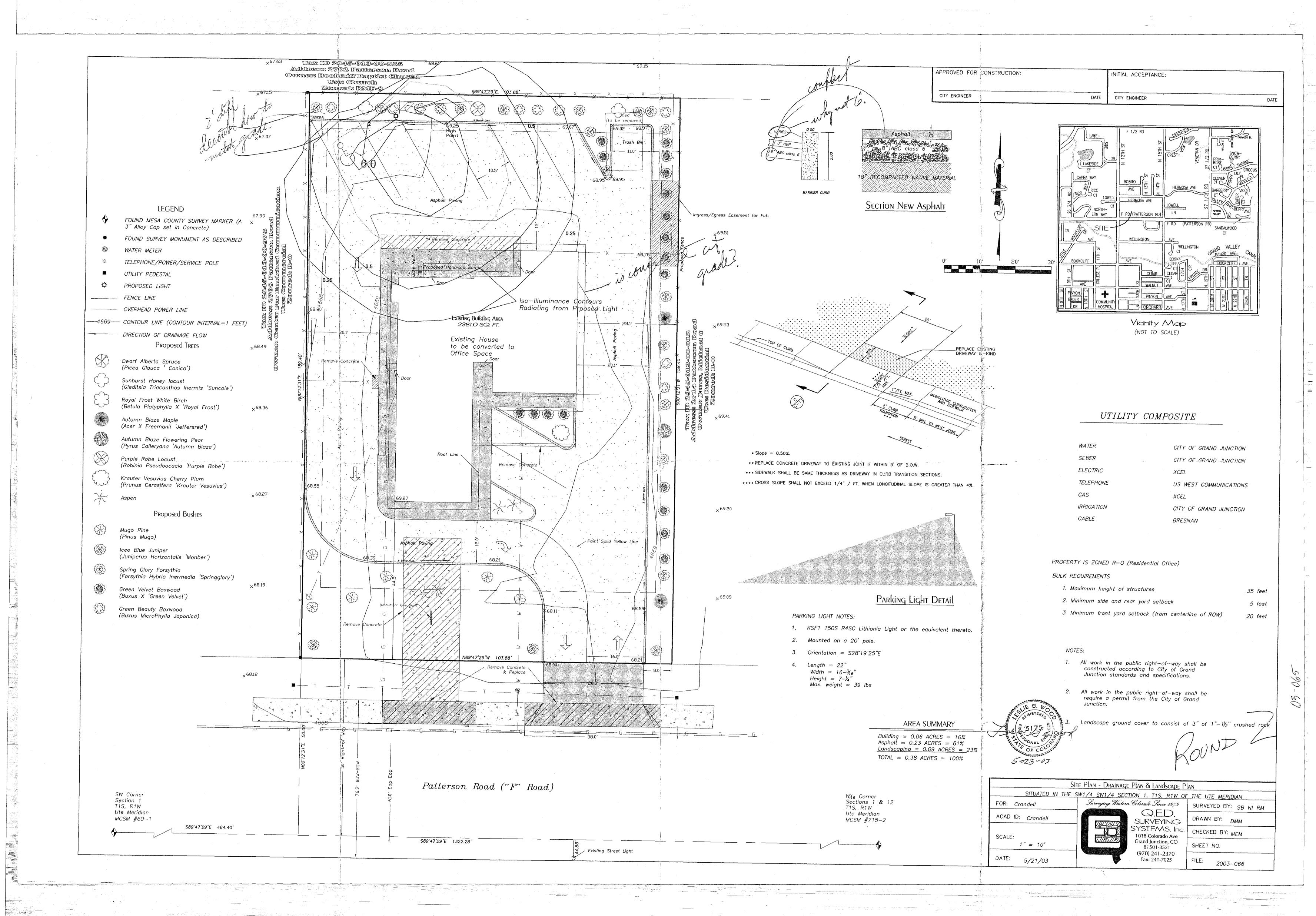


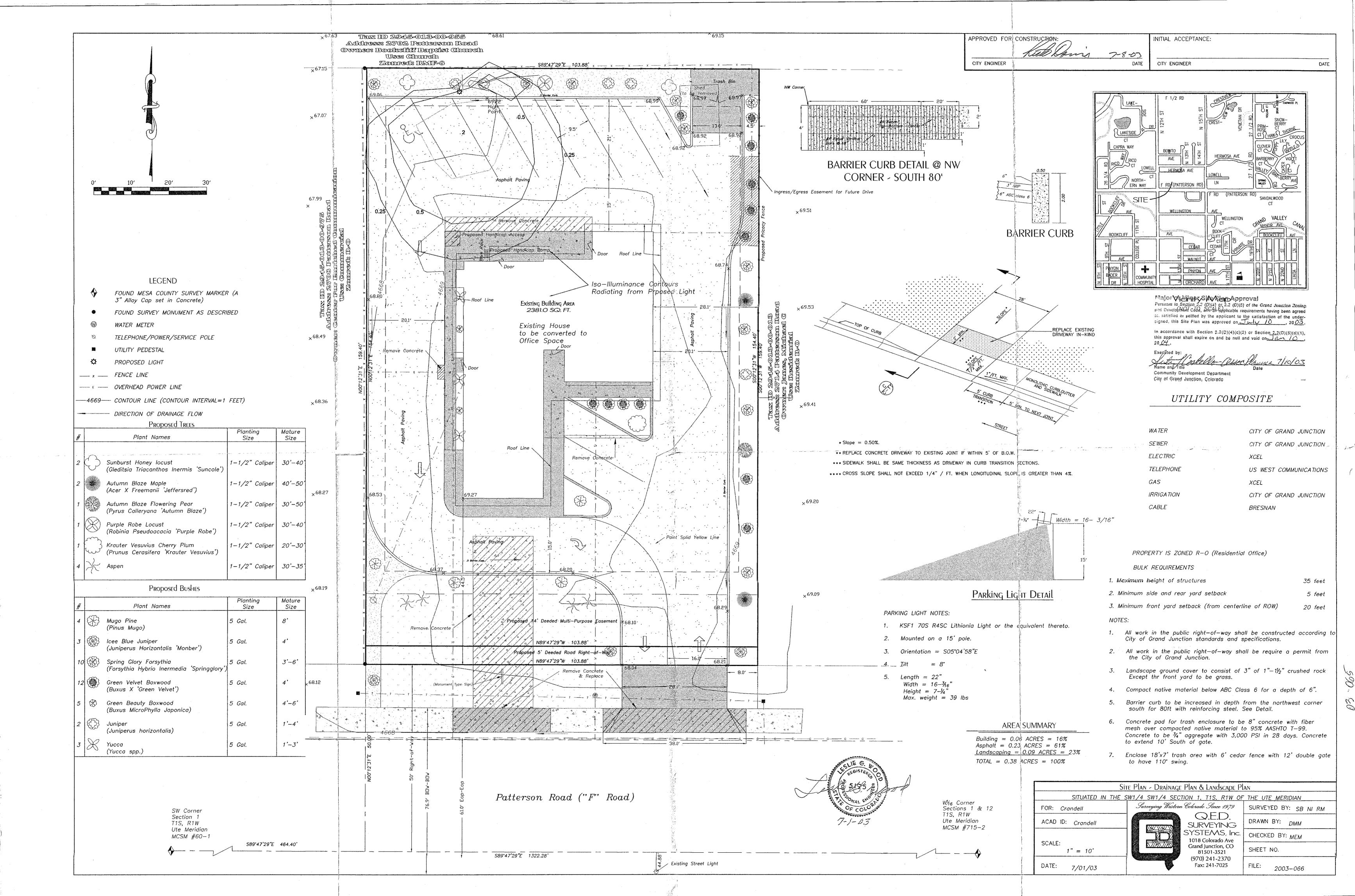


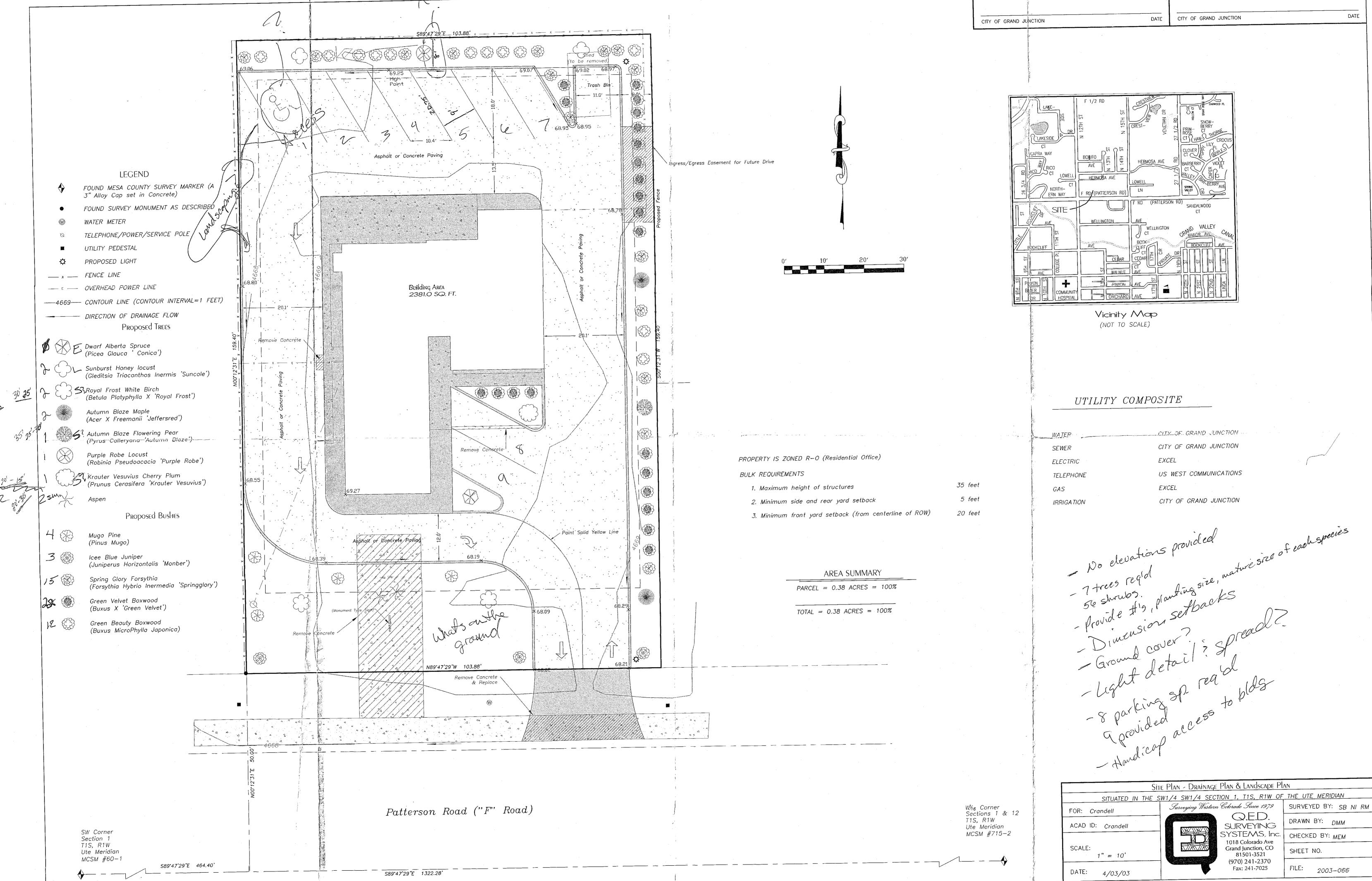












INITIAL ACCEPTANCE:

APPROVED FOR CONSTRUCTION: