



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:

Petition for (check all appropriate boxes):

- | | | |
|--|--|--|
| <input type="checkbox"/> Subdivision Plat/Plan - Simple | <input type="checkbox"/> Site Plan Review - Major | <input type="checkbox"/> Concept Plan |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Preliminary | <input checked="" type="checkbox"/> Site Plan Review - Minor | <input type="checkbox"/> Minor Change |
| <input type="checkbox"/> Subdivision Plat/Plan - Major Final | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Change of Use |
| <input type="checkbox"/> Planned Development - ODP | <input type="checkbox"/> Vacation, Right-of-Way | <input type="checkbox"/> Revocable Permit |
| <input type="checkbox"/> Planned Development - Preliminary | <input type="checkbox"/> Vacation, Easement | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Planned Development - Final | <input type="checkbox"/> Extension of Time | |
| <input type="checkbox"/> Annexation/Zone of Annexation | <input type="checkbox"/> Rezone | <input type="checkbox"/> Growth Plan Amendment |

From: _____
To: _____

From: _____
To: _____

From: _____
To: _____

Site Location:

511 Rockaway Ave.

Site Tax No.(s):

2945-154-27-008

Site Acreage/Square footage:

0.141

Site Zoning:

RMF-8

Project Description:

REMODEL INSIDE, CHANGE WALLS

CHRISTORAL CARDENAS AND MARIA AVILIA

Property Owner Name

Developer Name

Representative Name

511 Rockaway Ave.

Address

Address

Address

Grand Junction, CO.

81505

City/State/Zip

City/State/Zip

City/State/Zip

245-7863

245-5003

Business Phone No.

Business Phone No.

Business Phone No.

E-Mail

E-Mail

E-Mail

245-1518

Fax Number

Fax Number

Fax Number

CHRISTORAL

BRUCE DANIELS

Contact Person

Contact Person

Contact Person

245-7863

250-3701

Contact Phone No.

Contact Phone No.

Contact Phone No.

Note Legal property owner is owner of record on date of submittal.

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

[Handwritten Signature]

3-7-03

Signature of Person Completing Application

Date

X *Christoral Cardenas*

3-7-03

Required Signature of Legal Property Owner(s) - attach additional sheets if necessary

Date

Planner's Name:

Nishu

SUBMITTAL CHECKLIST

Date: ~~12-9-02~~ MAR 12-03

MINOR SITE PLAN REVIEW

Expiration Date: 6 months from above date

Location: 511 Parkway

Project Name: Avila Necessary dwelling unit

ITEMS		DISTRIBUTION																	Total required				
DESCRIPTION	SSID Reference	City Community Development	City Development Engineer	City Utility Engineer	City Real Estate Manager	City Parks/Recreation	City Attorney	City Sanitation	City Fire Dept / Civilian Fire Dept	City Police Department	City Code Enforcement	Building Dept	Permitting WWT	Overseer	Excel	GVRP	Water District	Power District City		RTPO	Urban Trails	Other	
Application Fee \$ 50.00	VII-1																						
● Development Application Form*	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Submittal Checklist*	VII-4	1																					
● Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Location Map	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Planning Clearance*	VII-3	1																					
● General Project Report	X-08	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● 11'x17' Site Plan (or larger)	VIII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
○ Site data table (sq. ft. of various uses)	VII-4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Evidence of Title/Lease Agreement	VII-2	1			1																		
○ Sign Plan/Sign Package	VII-3	1																					
● Fire Flow Form*	XI-3	1							1														
● Floodplain permit		1	1																				

Notes: * An asterisk in the item description column indicates that a form is supplied by the City.

REVIEW COMMENTS

Page 1 of 2
May 6, 2003

FILE #MSP-2003- 072

TITLE HEADING: Avilia Accessory Dwelling Unit

LOCATION: 511 Rockaway Avenue

PETITIONER: Maria Avilia

PETITIONER'S ADDRESS/TELEPHONE: 511 Rockaway Avenue
245-7863

PETITIONER'S REPRESENTATIVE: Bruce Daniels
250-3701

STAFF REPRESENTATIVE: Scott Peterson

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 6, 2003.

CITY COMMUNITY DEVELOPMENT

4/22/03

Scott Peterson

244-1447

1. As proposed, the applicant wishes to convert the existing detached garage into an accessory dwelling unit. The garage is currently 600 sq. ft. and the existing single family dwelling is 1,000 sq. ft. In accordance with Section 4.1 G. i. of the Zoning & Development Code, the proposed accessory dwelling unit cannot be more than 500 sq. ft. (half the square footage of the existing single family dwelling). Submitted plans also indicate a future expansion of the single family dwelling of 488 sq. ft. In order to convert the garage into an accessory dwelling unit and have a total of 600 sq. ft., the proposed future expansion of the existing home would need to occur first.
2. See City Development Engineer notes regarding finish floor elevation within a Flood Plain.
3. Three (3) off-street parking spaces are required (show on revised Site Plan) for an accessory dwelling unit and single family home.
4. Proposed accessory dwelling unit is required to share utility meters with the principal structure (show proposed utility layout (water/sewer/electrical/gas) on revised Site Plan).
5. Zoning: RMF-8.
6. Either the existing single family home or the accessory dwelling unit shall be owner-occupied.
7. Sign and record lot combination form to combine the two (2) platted lots into one (1) lot. City staff will provide form.

REVIEW COMMENTS / MSP-2003-072 / PAGE 2 of 2

CITY DEVELOPMENT ENGINEER

4/21/03

Laura Lambery

256-4155

Flood Certificate indicates that the FF Elevation is 0.95' BELOW the Base Flood Elevation (BFE). The lowest FF Elevation would need to be 1.0' (12 inches) ABOVE the BFE to allow consideration to convert this structure into a dwelling unit.

Further review of the plan was not performed due to the inability to convert the subject unit into a legal dwelling unit at the current elevation.

CITY FIRE DEPARTMENT

4/23/03

Hank Masterson

244-1414

No objections.

CITY CODE ENFORCEMENT

4/25/03

Randy Keller

256-4102

1. Residential Sub-Unit to comply with Section 4.1.G.

CITY PROPERTY AGENT

4/22/03

Peter Krick

256-4003

I have no comments or suggestions concerning this project.

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 potential changes in sewer plant investment fees as well as monthly service rates for the site.

No other sanitary sewer or water utility concerns.

POLICE DEPARTMENT

4/22/03

Amy Clymer

244-3571

None

MESA COUNTY BUILDING DEPT

4/21/03

Bob Lee

244-1656

No objections to the application. A building permit required.

XCEL

4/28/03

John Basford

244-2630

No objections, there will only be 1 point of metering, however they could have additional meters at the 1 point if they so desire.

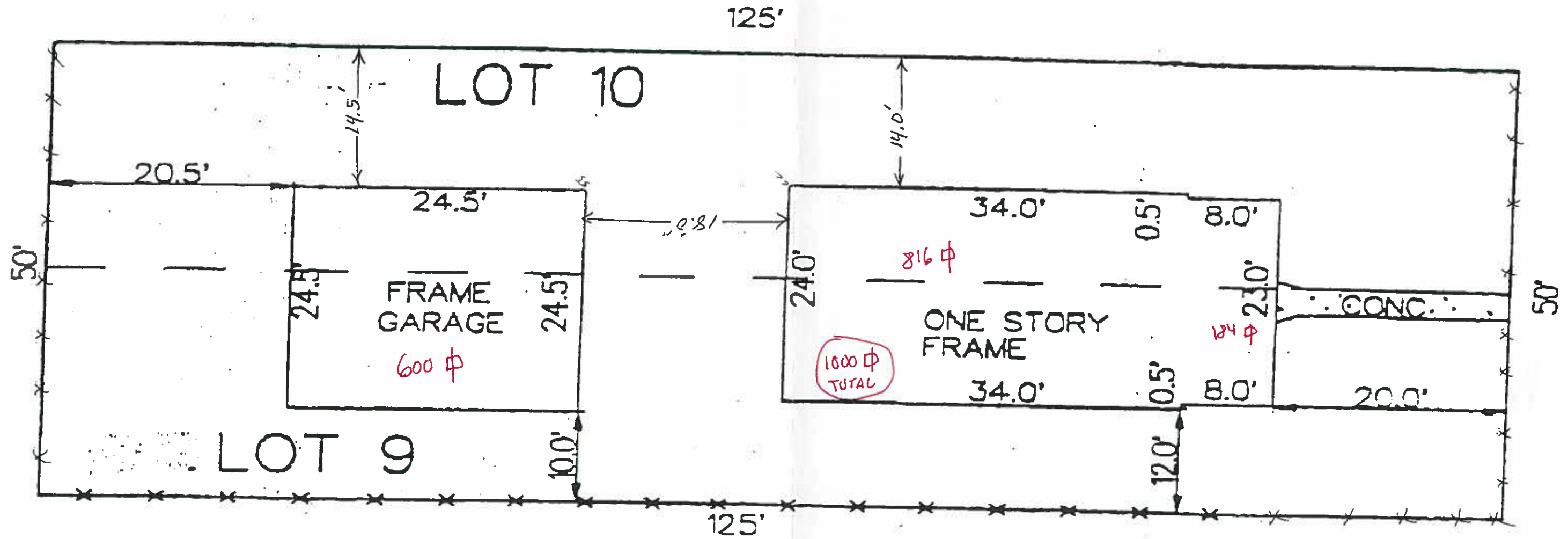
Comments not available as of 5/6/03:

City Attorney

Park & Recreation Department

Qwest

ALLEY



ROCKAWAY AVENUE

✓ LOT COMBO FORM

- ✓ RMF-8 6,250 ϕ 0.143 ACRES
- ✓ MAX SQ. FT. FOR ACCESSORY DWELLING UNIT WOULD BE 500 ϕ 4.1 G.I.
- ✓ OWNER OCCUPIED
- ✓ 3 OFF-STREET PARKING
- ✓ SHARE UTILITY METERS

COMMUNITY DEVELOPMENT FILE #

BE IT KNOWN THAT:

_____, as owner(s) of the real property described herein, all situated in the City of Grand Junction, Mesa County, Colorado, and more particularly known and described as _____ do hereby acknowledge and agree that this instrument shall represent our understanding that as a condition of City approval of the attached site plan, that _____ are and shall be treated as one parcel for the principal use of a _____ and to satisfy setback requirements for any and all structures constructed thereon.

If and when we or our successors in interest build, own or acquire any structure, which has been placed or built on or over the property line between _____ or on or over any portion of said line, or so close thereto that the structure does not meet applicable setbacks and/or bulk requirements then sufficient area from one and/or both lots shall be used to meet any and all required setbacks and bulk requirements as required by the Zoning and Development Code of the City of Grand Junction.

We further understand and agree that _____ constitute two parcels but by placement of a use on or sufficiently near the property line that the adjoining and contiguous parcel shall be encumbered by and shall serve as, the necessary area for setback and bulk requirement purposes and either or both lots may be rendered undevelopable for additional uses.

This instrument shall be recorded in the land records of Mesa County and shall be deemed to be a covenant which runs with the land for such time as any or all structure(s) constructed on _____ is (are) on or over the lot line, or is (are) so close thereto as to not meet applicable setback and bulk requirements for each lot.

This covenant shall be binding upon any and all successors in interest to the above described property and shall not cease except for and in accordance with cause stated herein.

Any agreement, representation or waiver is made knowingly and voluntarily with full understanding and complete knowledge of the consequences thereof.

IN WITNESS WHEREOF, I (WE), have signed, executed and acknowledged this instrument on this _____ day of _____ 200_____.

STATE OF COLORADO
COUNTY OF MESA

OWNER OWNER

The foregoing agreement was subscribed and sworn to before me this _____ day of _____ 200_____.

Notary Public

My commission expires

511 Rockaway Ave



SCALE 1 : 767



DEVELOPMENT REVIEW MEETING

Tuesday – April 29, 2003

9:00 A.M.

Community Development Conference Room

Quotes/Brain Ticklers of the week:

Things turn out the best for the people who make the best of the way things turn out.

--- John Wooden

People do not wish to appear foolish. To avoid the appearance of foolishness, they are willing to actually remain fools.

--- Alice Walker

A. Announcements

B. Pre-Application Conference/General Meeting Issues

C. Special Topics

1. Entering Final Comments into Impact AP

Staff: Lisa Cox

2. Zoning & Development Code Section 6.5.G - Perimeter Enclosures

Staff: Pat Cecil

D. Development Projects

No.	File No.	Project Description	Location	Staff
1.	SPR-2003-057	Autry Aircraft Hangar Expansion – Site Plan Review	2864 Navigator's Way	Ronnie Edwards
2.	RZ-2003-070	Young Street Rezone from RSF1 to RSF2	653 Young Street	Ronnie Edwards
3.	PP-2003-060	Monarch Glen – Preliminary Plan for 65 single family lots on 18 ½ acres	626 30 Road	Pat Cecil
4.	MSP-2003-071	Oil Storage Addition – Minor Site Plan Review	783 22 Road	Pat Cecil
5.	MSP-2003-072	Avilia Accessory Dwelling Units – Minor Site Plan Review	511 Rockaway Avenue	Scott Peterson
6.	VAR-2003-073	Home Occupation Variance for retail sales	431 Rockaway Avenue	Kathy Portner

E. Mesa County Development Review Files

Staff: Dave Thornton

F. Adjournment

Scott

From: "Basford, John A" <John.Basford@XCELENERGY.COM>
To: "review agency" <CommDev@ci.grandjct.co.us>
Date: Mon, Apr 28, 2003 8:41 AM
Subject: MSP-2003-072 511 Rockaway Ave.

*AP
4/28/03*

No objections, there will only be 1 point of metering, however they could have additional meters at the 1 point if they so desire.

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

From: Peter Krick
To: Scott Peterson; Wendy Spurr
Date: 4/22/03 10:58AM
Subject: MSP-2003-072 (Remodel)

Scott,
I have no comments or suggestions concerning this project.
Peter

Scott

From: "Bob Lee" <BLee@co.mesa.co.us>
To: <CommDev@ci.grandjct.co.us>
Date: Mon, Apr 21, 2003 1:34 PM
Subject: Agency Review

AP
4/17/03

MSP-2003-072 No objections to the application. A building permit required.

MSP-2003-071 No objections to the application. A building permit is required.



CITY OF GRAND JUNCTION

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

April 21, 2003

ACCEPTANCE LETTER

A submittal for the Avilia Accessory Dwelling Unit (MSP-2003-072) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Scott Peterson, the project planner, at 244-1447 or scottp@ci.grandjct.co.us.

Review comments for the project will be available on 5/6/03 after 4:00 P.M., approximately 3 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: MSP-2003-072

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 otherwise indicated)

Date: 3-7-03

To Review Agency: CITY COM. DEV.

File No: FLP 2003-072
(To be filled in by City Staff)

Staff Planner: SCOTT
(To be filled in by City Staff)

Project Name: REMODEL

Location: 511 ROCKAWAY AVE

Development Review Meeting Date: 4/29/03
(To be filled in by City Staff)

COMMENTS *(For Review Agency Use)*

Outside Review Agencies: Please email comments to: CommDev@ci.grandjct.co.us, FAX comments to (970) 256-4031 or mail written comments to the above address. NOTE: If this form is not returned, additional review information will not be provided.

City Review Agencies: Please type your comments in Impact AP.

All comments must be returned to the
Community Development Department no later than

(To be filled in by City Staff)

4/28/03

NOTE: Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By _____

Date _____

General Meeting/Pre-Application Conference Checklist

Date 12-3-02

Applicant MARIA Avilia Phone 245-7863 Tax Parcel # 2945-154-27-008

Location 511 Rockaway Proposal Accessory Dwelling Unit

Meeting Attendees Misha & MARIA

While all factors in a development proposal require careful thought, preparation and design, the following circled items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process. General meetings and pre-application conference notes/standards are valid for only six months following the meeting/conference date shown above. Incomplete submittals will not be accepted. Submittals with insufficient information identified during the review process, which have not been addressed by the applicant will not be scheduled for a public hearing. Failure to meet any deadlines for the review process may result in the project not being scheduled for hearing or being pulled from the agenda. Any changes to the approved plan will require re-review and approval prior to those changes being accepted.

ZONING & LAND USE

- a. Zoning:
- b. Future Land Use Designation:
- c. Growth Plan, Corridor & Area Plans Applicability:

OFF-SITE IMPACTS

- a. access/right-of-way required
- b. traffic impact
- c. street improvements
- d. drainage/stormwater management
- e. availability of utilities

SITE DEVELOPMENT

- a. bulk requirements
- b. traffic circulation
- c. parking (off-street: handicap, bicycle, lighting)
- d. landscaping (street frontages, parking areas)
- e. screening & buffering
- f. lighting & noise
- g. signage

MISCELLANEOUS

- a. revocable permit
- b. State Highway Access Permit
- c. floodplain, wetlands, geologic hazard, soils
- d. proximity to airport (clear or critical zone)

OTHER

- a. related files _____
- b. neighborhood meeting _____

FEES

- a. application fee: 50.00
Due at submittal. Checks payable to City of GJ
- b. 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)

PLANNER'S NOTES

RMT-8

Lot is 6,141 sq ft

APPLICATION COMPLETENESS REVIEW

Use "N/A" for items which are not applicable

Date: 4/17/03

Project Name: _____ (if applicable)

Project Location: 511 Rockaway (address or cross-streets)

Check-In Staff Community Development: PC initials of check-in
Development Engineer: _____ staff members

APPLICATION TYPE(S): Floodplain Permit & MSPR
(e.g. Site Plan Review)

FEE PAID: Application: \$50 BALANCE DUE:
Acreage: _____ Yes amount \$ _____
Public Works: _____ No

COMPLETENESS REVIEW:

Originals of all forms received w/signatures? Yes No, list missing items below

- _____
- _____
- _____

Missing drawings, reports, other materials: No Yes, list missing items below
Note: use SSID checklist

- _____
- _____
- _____

Incomplete drawings, reports, other materials? No Yes, list missing items below
Note: Attach SSID checklist(s) w/incomplete information identified

- _____
- _____
- _____

Professional stamp/seal missing from drawings/reports?

No

Yes, list missing items below

- _____
- _____
- _____

Other: Please list below

PROJECT ASSIGNMENT AND PROCESSING

Project Manager: Scott

Special Processing Instructions:

RECEIPT OF APPLICATION

DATE BROUGHT IN: ~~4-3-03~~ 4/17/03
CHECK #: CASH AMOUNT: 50.00 Returned
DATE TO BE CHECKED IN BY: ~~4-9-03~~ 4/21/03 for Plat plans
PROJECT/LOCATION: 511 Rockaway showing conversion
area & floodplain
permit info

Items to be checked for on application form at time of submittal:

- Application type(s)
- Acreage
- Zoning
- Location
- Tax #(s)
- Project description
- Property owner w/ contact person, address & phone #
- Developer w/ contact person, address & phone #
- Representative w/ contact person, address & phone #
- Signatures of property owner(s) & person completing application

for Chris

8-27-05

CASE IS DEAD

~~NO~~ NO RESPONSE FROM
PETITIONER

FILE CLOSED OUT.

Planning \$	Drainage <input type="checkbox"/>
TCP \$	School Impact \$

BL <input type="checkbox"/> PERMIT NO.
FILE #

PLANNING CLEARANCE

(site plan review, multi-family development, non-residential development)
Grand Junction Community Development Department

THIS SECTION TO BE COMPLETED BY APPLICANT

BUILDING ADDRESS 511 ROCKAWAY AVE
 SUBDIVISION CRAWFORD
 FILING 1 BLK 3 LOT 9+10
 OWNER CHRISTOBAL CARDENAS
 ADDRESS 511 ROCKAWAY AVE
 TELEPHONE 245-7863
 APPLICANT SAMB
 ADDRESS _____
 TELEPHONE _____

TAX SCHEDULE NO. 2945-154-27-008
 SQ. FT. OF PROPOSED BLDG(S)/ADDITION 600
 SQ. FT OF EXISTING BLDG(S) 816
 NO. OF DWELLING UNITS: BEFORE 2 AFTER _____
 CONSTRUCTION
 NO. OF BLDGS ON PARCEL: BEFORE 2 AFTER _____
 CONSTRUCTION
 USE OF ALL EXISTING BLDGS FAMILY LIVING
 DESCRIPTION OF WORK & INTENDED USE: _____
REMODEL INTO FAMILY UNIT

✓ Submittal requirements are outlined in the SSID (Submittal Standards for Improvements and Development) document.

THIS SECTION TO BE COMPLETED BY COMMUNITY DEVELOPMENT DEPARTMENT STAFF

ZONE _____ LANDSCAPING/SCREENING REQUIRED: YES _____ NO _____
 SETBACKS: FRONT: _____ from Property Line (PL) or _____ from center of ROW, whichever is greater
 SIDE: _____ from PL REAR: _____ from PL
 PARKING REQUIREMENT: _____
 SPECIAL CONDITIONS: _____
 MAXIMUM HEIGHT _____
 MAXIMUM COVERAGE OF LOT BY STRUCTURES _____ CENSUS TRACT _____ TRAFFIC ZONE _____ ANNEX _____

Modifications to this Planning Clearance must be approved, in writing, by the Community Development Department Director. The structure authorized by this application cannot be occupied until a final inspection has been completed and a Certificate of Occupancy has been issued by the Building Department (Section 307, Uniform Building Code). Required improvements in the public right-of-way must be guaranteed prior to issuance of a Planning Clearance. All other required site improvements must be completed or guaranteed prior to issuance of a Certificate of Occupancy. Any landscaping required by this permit shall be maintained in an acceptable and healthy condition. The replacement of any vegetation materials that die or are in an unhealthy condition is required by the Grand Junction Zoning and Development Code.

Four (4) sets of final construction drawings must be submitted and stamped by City Engineering prior to issuing the Planning Clearance. One stamped set must be available on the job site at all times.

I hereby acknowledge that I have read this application and the information is correct; I agree to comply with any and all codes, ordinances, laws, regulations, or restrictions which apply to the project. I understand that failure to comply shall result in legal action, which may include but not necessarily be limited to non-use of the building(s).

Applicant's Signature Cristobal Cardenas Date 3-7-03
 Department Approval _____ Date _____

Additional water and/or sewer tap fee(s) are required:	YES	NO	W/O No.
Utility Accounting			Date

VALID FOR SIX MONTHS FROM DATE OF ISSUANCE (Section 2.2.C.1 Grand Junction Zoning and Development Code)

(White: Planning) (Yellow: Customer) (Pink: Building Department) (Goldenrod: Utility Accounting)

GENERAL PROJECT REPORT

Christobal Cardenas and Maria Avilia
511 Rockaway
Grand Junction, CO 81503

Parcel No. 2945-154-27-008
Crawford Subdivision Blk 3 Lot 9 and 10

Site zoning RMF-8
Site acreage 0.141

Project Description: Remodel Inside and Change wall locations

Proposed Use:
Adding a mother-in-law style apartment for Chris to live in.

Public Benefit:
Increased taxes.

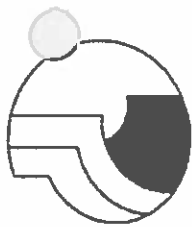
No Neighborhood Meeting has been held.

Project Compliance:

1. Conditional, permits and special uses are part of this package.
2. Land use is the same as other homes in the area.
3. Site access and traffic patterns remain the same.
4. All utilities are available, and Fire hydrants is _____ feet away.
5. No special demands will be required.
6. No extra effect on public facilities will be required.
7. Site soils and geology will be affected, as building is already built.
8. No impact to site.
9. No hours of operation, no business.
10. No employees, no business.
11. No Signage.

Development Schedule

To complete the inside of the building by November 2003.



Mesa County

Property Search Results *(Continued)*

The Mesa County Assessor's Office makes every effort to collect and maintain accurate data. However, the Mesa County Assessor's Office is unable to warrant any of the information contained herein.

Owner's Name:	AVILA, MARIA D
Mailing Address:	511 ROCKAWAY AVE GRAND JUNCTION, CO 81505-1650
Parcel Identifier:	2945-154-27-008
Associated Par:	
Legal Description:	LOTS 9 + 10 BLK 3 CRAWFORD SUB AMENDED
Property Address:	511 ROCKAWAY AVE
NeighborHood:	Crawford Sub Amended
Land Unit 1:	
Schedule Type:	Single Family Resi
Units:	1.0
Unit Type:	Lot
	<u>Building Characteristics</u> (Including Drawings and Information)

Tax Information

2003	Tac 10100	Improvements	Land	Total
	Actual	\$45,810	\$15,000	\$60,810
	Assessed	\$4,190	\$1,370	\$5,560
	Mill Levy			0.073519
	Special Asmt			\$0.00
	Property Taxes + Special Asmt			\$408.77
2002	Tac 10100	Improvements	Land	Total
	Actual	\$47,310	\$15,000	\$62,310
	Assessed	\$4,330	\$1,370	\$5,700
	Mill Levy			0.073519
	Special Asmt			\$0.00
	Property Taxes + Special Asmt			\$419.06
2001	Tac 10100	Improvements	Land	Total
	Actual	\$47,310	\$15,000	\$62,310
	Assessed	\$4,330	\$1,370	\$5,700
	Mill Levy			6.944101E-2
	Special Asmt			\$0.00
	Property Taxes + Special Asmt			\$395.81

Sales Activity (if any)

Date	Amount	Book	Page	Instrument Type
9/8/1993	\$0	2007	849	QCD
5/9/1994	\$0	2073	418	QCD
5/9/1994	\$0	2098	322	QCD
2/17/1999	\$46,000	2554	678	WD

Click on Image(s) to Enlarge



[|MC Home Page|](#)



[|Assessor Main Page|](#)



[|Return to Run Query|](#)



[|Top of Page|](#)

Click "Back" on your web browser to return to the previous page.



First American Heritage Title Company

330 Grand Avenue Grand Junction, CO 81501
 (970) 241-8555 Fax (970) 241-0934

TO: 2 - Bruce
 Reyes Construction
 2925 D Road
 Grand Junction, CO 81504
 Phone # 245-5003

DATE: March 24, 2003

ORDER NO: 00151005

SELLER/BUYER: Avila/TBD

TAX PARCEL: 2945-154-27-008

ADDRESS: 511 Rockaway Avenue

PLEASE FIND ATTACHED:

- TITLE COMMITMENT
- TAX CERTIFICATE
- REVISION : _

CHARGES (\$)	COPIES OF THE ENCLOSED DOCUMENTS HAVE BEEN DELIVERED TO:
130.00 Owner's Policy TBD Lender's Policy Tax Certificate(s) Additional Parcel Fee Form 100 Form 8.1 Form 103.1 Form 100.29 Form 100.30 Form OEC LEC Other:	
\$ 130.00TBD TOTAL	

Thank You for Choosing First American Heritage Title Company

Your Title Examiner is: *Nicolle Lewis*

Your Closer is: *Title Only*

PRIVACY PROMISE FOR CUSTOMERS

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Devoted
 "Satisfied Customers through Superior Service by People Who Care"

1-6
400
627
10

**City of Grand Junction
Fire Department
New Development Fire Flow**

Instructions: To process the application, the developer/applicant's engineer should first fill out all items in Section A, and then deliver/mail this form to the appropriate water purveyor.¹ Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City ~~of~~ County Planning Department.²

SECTION A

Date: 3-7-03
Project Name: REMODEL
Project street address: 511 ROCKAWAY AVE.
Assessor's Tax Parcel Number: 2945-154-27-008
Property Owner name: CRISTOBAL CARDENAS
City's project file #: _____
Name of Water Purveyor: _____

1. If the project includes one or more one or two-family dwelling(s):
 - a. The maximum fire area¹ for each one or two family dwelling will be 1500 square feet.
 - b. All dwelling units will , will not: include an approved automatic sprinkler system.

Comments: _____

 2. If the project includes a building other than one and two-family dwelling(s):
 - a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements: _____
 - b. List each building that will be provided with an approved fire sprinkler system: NONE

 3. List the minimum fire flow required for this project (based on Appendix B and C): _____
- Comments: _____

Note: Fire Flow Rule: The City's Fire Code³ sets minimum fire flows for all structures and new development. In general, for single family dwellings, at least 1000 g.p.m at 20 p.s.i. residual pressure must be continuously available at each structure. Duplex, other residential and all non-residential uses must have more fire flows in order to fight fires. Inadequate fire flows are normally due to water supply pipes that are too small or too little water pressure, or a combination of both.

Note for the Applicant/Project engineer: Refer to Appendix B and C, IFC 2000, to determine the minimum fire flow required for this project, based on the Water Purveyor's information (i.e., location, looping and size of water lines; water pressure at the site, etc.) and the type, density and location of all structures. Base your professional judgment on the City approved utility plans and Water Provider information shown on this Form. Each time the utility plans/other information relating to treated water changes, resubmit this form just as you did the first time.

[End of Section A. Section B continues on the reverse side of this page]

¹ Fire area is defined on page 357 of the IFC.

City of Grand Junction
Fire Flow Form

SECTION B

[To be completed by the Water Supplier]

1. Circle the name of the water supplier: Ute Clifton Grand Junction
2. List the approximate location, type and size of supply lines for this project, or attach a map with the same information:
3. List the g.p.m. at 20 p.s.i. residual pressure at the point that the development/project will be connected to the existing water system: 2046 . Average @ 20 PSI
3. Attach fire flow test data for the fire hydrants nearest to the development/project that must be used to determine available fire flow: _____
[Or: 1. attach a map or diagram with the same information, or 2. attach a map/diagram with flow modeling information.]
4. If new lines are needed (or if existing lines must be looped) to supply the required fire flows, or if more information is needed to state the available minimum gpm @ 20 psi residual pressure, please list what the applicant/developer must do or obtain:

Print Name and Title of Water Supplier Employee completing this Form:

Ron Key Water Service Supervisor Date 3-28-03

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer⁴ to verify/certify that the proposed water system improvements, as reflected in the approved utility plans submitted in support of the application/development, will provide the minimum fire flows to all structures in this project. If so, the engineer's signature below means that the City's Fire-Flow requirements will be met by this development, if constructed as approved.

Print Name and License No. of P.E.:

Signature of P.E.:

Dated: _____

¹ There are three drinking water suppliers: Ute Water, Clifton Water, and City water.

² Address: City- 250 North 5th St., Grand Junction, CO 81501; County-P.O. Box 20000, Grand Junction, CO 81502

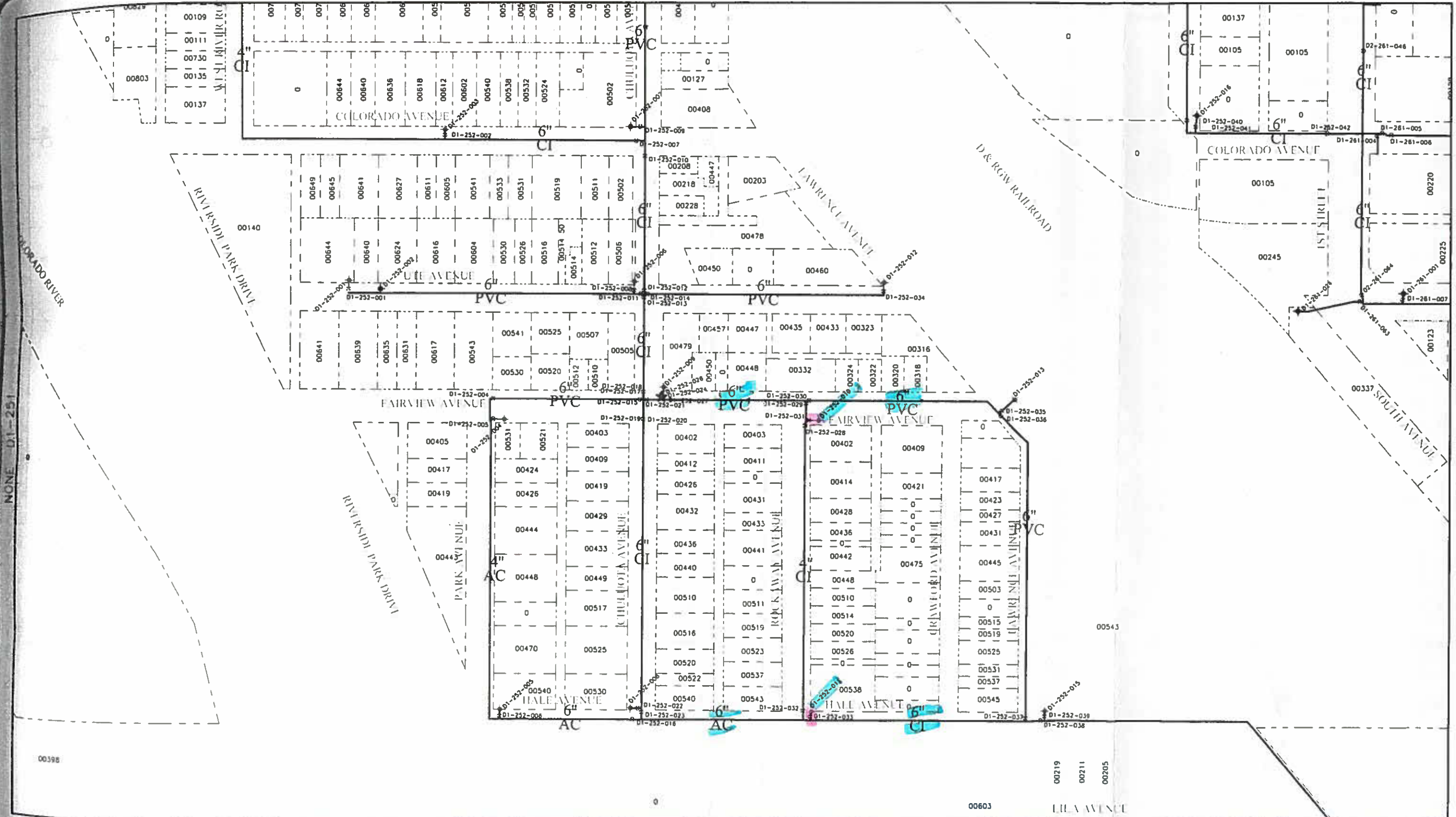
³ International Fire Code, 2000 Edition

⁴ City Code defines engineer as one who is licensed as a P.E. by the state of Colorado.

City of Grand Junction
Fire Hydrant Flow Summary

Hydrant Number	Route Number	Number	Street	Type & Year	Main Size	Color	Average Maximum Flow	1997-2002 Average Flow @	1997-2002 Maximum Flow	2002 Max Flow	2002 Flow at 20 psi	2001 Max Flow	2001 Flow at 20 psi	2000 Max Flow	2000 Flow at 20 psi	1999 Max Flow	1999 Flow at 20 psi	1998 Max Flow	1998 Flow at 20 psi
E3-271-004	6865	1320	Walnut	M54	6"CI	G	702	1493	3307	556	1361		No Test	605	677	605	842	605	1279
E3-271-003	6870	1302	Pinyon	M56	6"CI	G	653	1367	2239			629	2239	504	613	605	773	605	1494
E4-271-006	6875	2426	N. 15th	M88	8"PVC	G	531	722	722		No Test		No Test		No Test	531	722		No Test
E4-271-008	6880	2498	Wellington Ct.	M95	6"PVC	G	659	747	955		No Test		No Test	475	545	581	741	920	955
E4-271-007	6885	2460	Wellington Ct.	M95	6"PVC	G	832	1552	2239		No Test		No Test	475	545	787	1580	978	1842
E4-271-004	6890	1498	WELLINGTON	M68	8"AC	G	491	732	1092		No Test	531	1092	411	472	531	632		No Test
E4-271-002	6895	1324	Wellington	M71	8"AC	G	731	1190	1864		No Test		No Test	411	464	693	1064	920	1864
NEED #	6900	1305	Wellington	M82	8"AC	G	670	1193	2249		No Test	629	1459	238	230	238	241	1008	2249
E4-271-001	6910	1202	WELLINGTON	M74	8"AC	G	531	1232	1232		No Test	531	1232		No Test		No Test		No Test
E4-271-003	6915	1441	Patterson W.	K78	20"S	G	882	1906	2374		No Test		475					1008	
NEED #	6915	1441	Patterson S.	M75	?	B	623	1337	2053	556	2030		No Test	444	501	531	657	605	3
E4-271-005	6920	1501	Patterson	M85	20"S	B	713	1170	1448		No Test		No Test		No Test	712	1022	605	1041
E4-271-009	6925	2737	Patterson	M85	20"S	B	678	1284	1342		No Test		No Test		No Test		No Test	605	1225
E4-271-007	6930	2649	El Corona	C87	6"AC	G	920	1732	1984		No Test		No Test		No Test		No Test	920	1984
E4-272-006	6935	124	El Corona	M72	6"AC	G	952	1996	2653		No Test		No Test		No Test	787	1295	1062	2039
E4-272-008	6940	2526	El Corona	AD80	8AC	B	856	2136	2983		No Test	629	2019		No Test	751	1407		No Test
E4-272-009	6945	126	ML View	M72	8"AC	B	776	2071	3685	650	1279		712		3685	823	1290		No Test
E4-272-012	6950	120	Mante Hgts.	M84	6"AC	B	737	2804	3397		No Test		No Test	751	3356	672	1659		No Test
E4-272-010	6955	113	Mante Hgts.	MH70	6"AC	B	374	414	480		No Test		No Test	411	480	336	348		No Test
E4-272-011	6957	104	Mante Hgts.	M72	6"AC	B	920	2073	2073		No Test		No Test		No Test		No Test		No Test
E4-272-013	6960	136	SANTA FE	C87	6"PVC	B	919	3154	5982		No Test		No Test	751	1251	751	2229		No Test
E4-281-002	6965	110	Santa Fe	M72	6"PVC	B	920	5041	5041		No Test		No Test		No Test		No Test		No Test
E4-272-015	6967	102	Santa Fe	M75	6"PVC	B	916	2098	2515		No Test		No Test		No Test	823	1680		No Test
E4-281-001	6970	2801	Patterson	M72	8"AC	B	764	2043	2958	650	1050	581	2121		No Test		No Test		No Test
E4-281-003	6975	2813	Patterson	AD92	8"PVC	G	774	2078	3190		No Test	531		875	857	2221	787	2028	No Test
E4-281-005	6977	2825	Patterson S.	C87	8"PVC	G	674	1230	2036		No Test		No Test	531	682	581	723	605	1478
E4-281-008	6980	2827	FIRE HOUSE	AD90	8"PVC	G	817	1625	2329	581	932		No Test		No Test		No Test	950	1613
F1-271-016	6982	2748	Patterson	M93	20"S	B	798	1869	2120		No Test		No Test	823	2120	787	1737	605	1656
F1-271-002	6985	1202	Patterson	C83	20"S	B	771	1872	2518		No Test		No Test		No Test	787	1754	605	1342
NEW	7000	1014	S 4th St	M95	6"PVC	O	906	2580	3290	889	2970		No Test	787	2017	857	2044		No Test
C3-261-001	7005	910	S. 4th	C87	6"PVC	O	856	2745	2970	889	2970	823	2483		No Test		No Test		No Test
C4-261-002	7010	202	4th Ave. Koch	C88	8"CI	O	736	1948	2955	444	752	531	1123	751	2385		No Test	978	17
C4-261-001	7015	202	4th Ave. W.	C84	8"CI	O	802	1858	2694	444	752		No Test	889	1868	751	1521	978	5
D1-252-005	7020	540	Park	M93	6"AC	O	810	1972	2804		No Test		No Test	827	1972	889	1721	605	1390
D1-252-004	7025	531	Fairview	C87	6"AC	O	667	1568	2308		No Test	336	402	751	1681	857	1888	605	1563
D1-252-008	7030	530	Hale	M67	6"CI	O	747	1726	3065	531	679		No Test	857	1812	823	1798	605	1279
D1-252-011	7035	544	Rockaway	M93	6"CI	O	740	2215	3395		No Test		No Test	757	1869		No Test	605	1382
D1-252-010	7040	402	Rockaway	C87	6"PVC	O	779	1878	2314		No Test		No Test	781	1993	751	1737	605	1469
D1-252-015	7045	546	Lawrence	M93	6"CI	O	844	2263	2903		No Test		No Test	787	1877	787	1719	978	2903
D1-252-013	7050		Fairview/Lawrence	M93	6"PVC	O	677	1799	3131		No Test	336	373		No Test	787	1914	605	1780
D1-252-009	7055	498	Fairview	M93	6"PVC	O	899	2353	2922		No Test		No Test	920	2347	857	1790		No Test
D1-252-006	7060	506	W Ute	M93	6"PVC	O	763	1750	2057		No Test		No Test		No Test		No Test	605	1443
D1-252-001	7065	640	W Ute	M93	6"PVC	O	627	1440	3208	531	841	336	392		No Test		No Test	605	1318
D1-252-012	7070	460	LAWRENCE	C86	6"PVC	O	811	2150	3264	650	1043		No Test	787	2216	950	2682	605	1547
D1-252-007	7075	502	W. Colorado	M93	6"PVC	G	769	1936	2346		No Test		No Test		No Test	751	2120	605	1342
D1-252-003	7080	618	W Colorado	C87	6"CI	O	#DIV/0!	#DIV/0!	0		No Test		No Test		No Test		No Test		No Test
D2-252-007	7085	500	W Main	M64	4"CI	O	638	1760	3205	581	845	291	313	823	3205	857	2678		No Test
D2-252-006	7090	540	W Main	M93	4"CI	R	746	3414	5520		No Test		No Test	712	2159	920	2563	605	5520
D2-251-006	7095	833	W Main	M76	6"CI	R	560	1413	3011	0	0		0	823	2641	857	3011		No Test
	7097		Justice Cent./W Ma	M99			823	3288	3288		No Test		No Test	823	3288		No Test		No Test
D2-252-004	7100	735	W Main	C94	4"CI	O	627	2961	5470		No Test		No Test	605	1474	672	1938	605	5470
D2-252-003	7105	742	W. White	C86	6"AC	O	702	1400	1818		No Test	712	1364	581	1283	787	1818	605	937
D2-252-005	7110	635	Hoesch	AD?	6"AC	O	649	1413	1874		No Test		No Test	629	1417	712	1874	605	949

33 D2-252



NONE C4-252

LEGEND

CITY WATER LINE 4" AND UNDER	=====	WATER VALVE	⊗
CITY WATER LINE 6" TO 10"	=====	FIRE HYDRANT	⊕
CITY WATER LINE 12" AND ABOVE	=====	SAMPLE STATION	★
UTE WATER LINE	=====		
ABANDONED WATER LINE	- - - - -		

SCALE
1" = 200'
REVISED
April 27, 2000

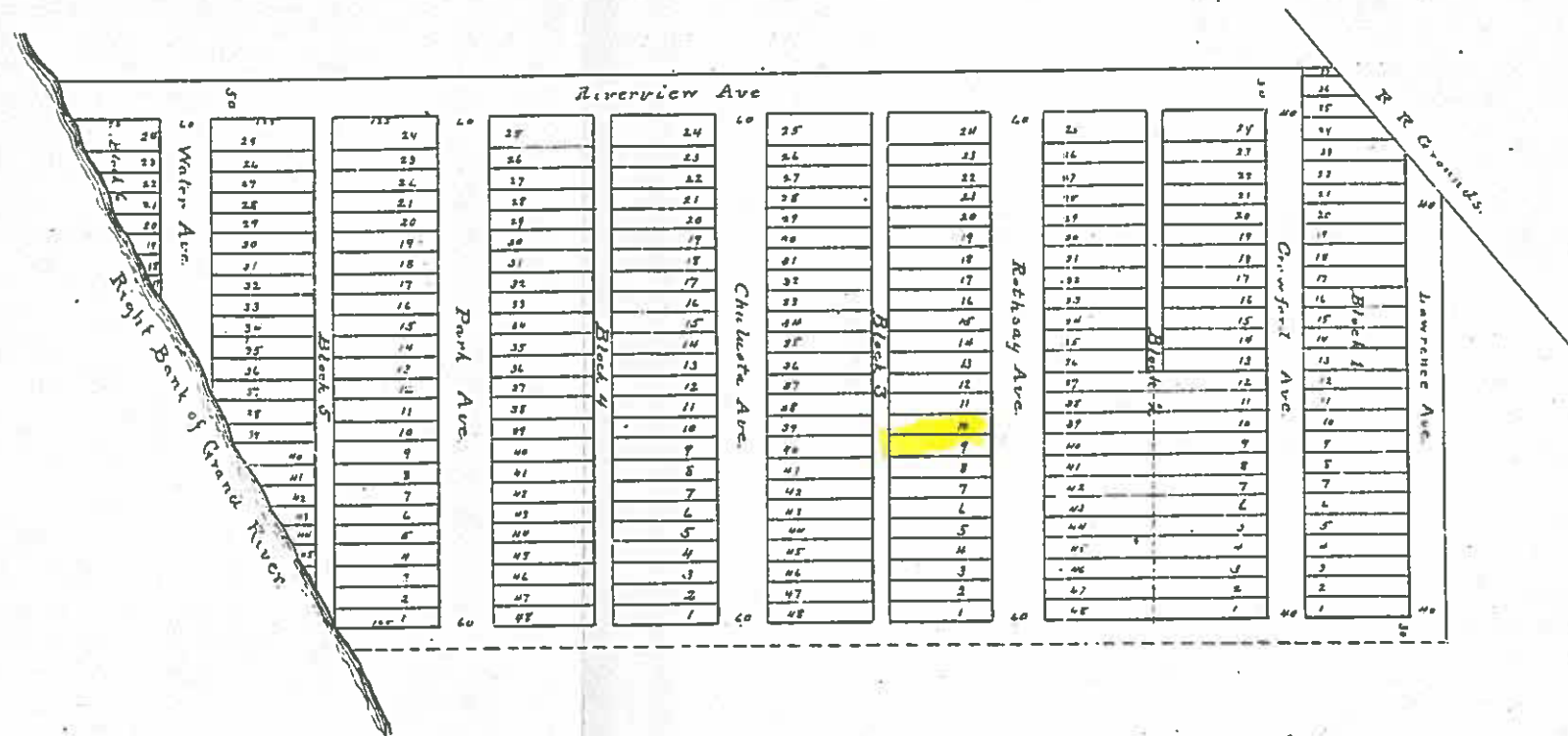
**CITY OF GRAND JUNCTION
WATER SYSTEM MAP**



D2-251	D2-252	D2-261
D1-251	D1-252	D1-261
C4-251	C4-252	C4-261

SHEET NUMBER
29
D1-252

PLAT OF
Amended Survey
Joseph A.K. Crawford and Thomas B. Crawford
SUB-DIVISION
Scale 8-100



Thomas Joseph A.K. Crawford and Thomas B. Crawford owners of all that sub-division of land known as Joseph A.K. Crawford and Thos B. Crawford's sub-division of a part of S 1/2 of S 1/4 Section fifteen (15) town one (1) south of Range one (1) west 11th P.M. in Mesa Co. Colorado and described as follows to wit: Beginning at a point thirty (30) feet north of a point six hundred sixty (660) feet west of the S.E. cor said Section fifteen (15) From thence north five hundred eighty one half (581 1/2) feet thence N 40° 12' W one hundred ninety nine (199) feet thence west eight hundred eighty one one half (881 1/2) feet thence south six hundred sixty (660) feet thence east ten hundred ten (1010) feet to place of beginning, desiring to amend said plat and enlarge the same. Now therefore the said Joseph A.K. Crawford and Thos B. Crawford hereby certify that they do amend the original plat of said sub-division heretofore filed and recorded and that they have laid out subdivided it into lots, blocks, streets and alleys and have also added thereto the following described blocks, viz: Block four (4) and blocks five (5) and six (6) each and all of which appears upon the amended plat of "Amended Survey" of the aforesaid sub-division. This amended plat is described in feet as follows to wit: Beginning at a point thirty (30) feet north of a point six hundred sixty (660) feet west of the S.E. cor of the before mentioned section fifteen (15) thence north one hundred eighty one half (581 1/2) feet thence N 40° 12' W one hundred ninety nine (199) feet thence west fourteen hundred ninety one one half (1491 1/2) feet to right bank of Grand river, thence in a southerly direction along the bank of said river to a point (30) feet north of the south line of section fifteen (15) thence east thirteen hundred fifteen (1315) feet to place of beginning. This plat of amended survey is filed as an amendment to the original survey and plat of said sub-division and Joseph A.K. Crawford and Thos B. Crawford each for himself does dedicate and convey to the use of the public the perpetual right of way through and over the streets and alleys as shown upon the map of the amended survey hereto attached

Joseph A.K. Crawford
Thomas B. Crawford

Charles R. Williams a Notary Public, in and for said county do certify that Thos B. Crawford and Joseph A.K. Crawford who are personally known to me to be the same person who signed the above and foregoing plat, did come before me this day in person and acknowledge that they signed said and above plat and did dedicate and convey to the use of the public as their free and voluntary act and deed. Given under my hand and notarial seal this 4th day of October 1891

Notary Seal

Commission expires July, 25th 1894

Charles R. Williams
Notary Public

Please Return To:
Pacific American Mortgage Company, A Unit
of Mortgage Portfolio Services, Inc.
4144 North Central Expressway, Suite 900
Dallas, TX 75204

BOOK 2554 PAGE 679

1890006 02/23/99 0321PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$20.00 SURCHG \$1.00

4
PAGE DOCUMENT

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA Case No.
052-0541596-703

Loan No. : 0061537

THIS DEED OF TRUST ("Security Instrument") is made on February 17, 1999, among the grantor, MARIA D. AVILA, AN UNMARRIED WOMAN

("Borrower"), the Public Trustee of MESA County ("Trustee"), and the beneficiary, Mortgage Portfolio Services, Inc.

35430

which is organized and existing under the laws of the State of Delaware, and whose address is 4144 North Central Expressway, Suite 900, Dallas, TX 75204 ("Lender").

Borrower owes Lender the principal sum of forty six thousand four hundred forty seven and NO/100ths Dollars (U.S. \$ 46,447.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in MESA County, Colorado:

LOTS NINE (9) AND TEN (10) IN BLOCK THREE (3) OF JOSEPH A.K. CRAWFORD AND THOMAS B. CRAWFORD'S SUBDIVISION, MESA COUNTY, COLORADO.

which has the address of 511 ROCKAWAY AVENUE, GRAND JUNCTION (City)

Colorado 81505 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Initials: Monika D. Avila

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Initials: M J A

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in the paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Initials: MDA

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of the Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Paragraph 13. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other person prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by Public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recording costs and the statutory Trustee's fees.

20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Condominium Rider
- Adjustable Rate Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ (Seal)
 MARIA D. AVILA Borrower

_____ (Seal)
 Borrower

_____ (Seal)
 Borrower

_____ (Seal)
 Borrower

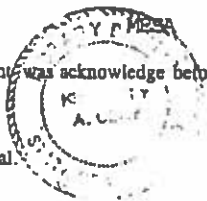
STATE OF COLORADO,

County ss:

The foregoing instrument was acknowledge before me this

17th day of February, 1999.

by MARIA D. AVILA



_____ (Seal)
 Notary Public

Please Return To:
Pacific American Mortgage Company, A Unit
of Mortgage Portfolio Services, Inc.
4144 North Central Expressway, Suite 900
Dallas, TX 75204

BOOK 2572 - PAGE 713

1896791 04/07/99 0401PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00 SURCHG \$1.00

2 PAGE 713

ASSIGNMENT OF DEED OF TRUST

Loan No.: 0061537

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 4144 North Central Expressway, Suite 900, Dallas, TX 75204 does hereby grant, sell, assign, transfer and convey, unto

(herein "Assignee"), whose address is **First Nationwide Mortgage Corporation
14651 Dallas Pkwy, Ste. 200, Dallas, TX 75241**

all beneficial interest under a certain Deed of Trust dated **February 17, 1999**, made and executed by **MARIA D. AVILA, AN UNMARRIED WOMAN**

to the Public Trustee of **MESA** County, Colorado, upon the following described property situated in **MESA** County, State of Colorado:
LOTS NINE (9) AND TEN (10) IN BLOCK THREE (3) OF JOSEPH A.K. CRAWFORD AND THOMAS B. CRAWFORD'S SUBDIVISION, MESA COUNTY, COLORADO.

which has the address of **511 ROCKAWAY AVENUE, GRAND JUNCTION, CO 81505** such Deed of Trust having been given to secure payment of **forty six thousand four hundred forty seven and NO/100ths** (\$ **46,447.00**), which Deed of Trust is of record in Book, Volume, or Liber No. **2554** at page **679** (or as No. _____) of the **OFFICIAL** Records of **MESA** County, State of Colorado, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Deed of Trust.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Deed of Trust on **2-19-99**

Mortgage Portfolio Services, Inc.

Carolyn Davidson

CAROLYN DAVIDSON, ASST. VICE PRESIDENT

[Acknowledgment(s) Attached]

ACKNOWLEDGEMENT(S)

Corporate Acknowledgement

State of Texas §
County of Dallas §

The foregoing instrument was acknowledged before me on 2-19-99
by CAROLYN DAVIDSON, ASSI. VICE PRESIDENT
of Mortgage Portfolio Services, Inc.
on behalf of the corporation.

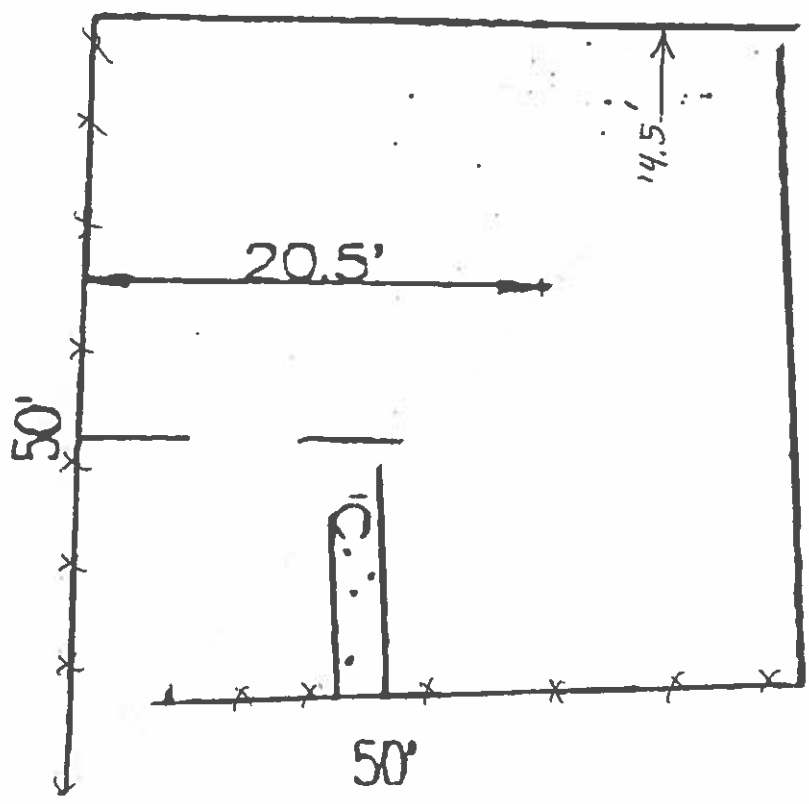
Deborah L. Brown

(Seal)

Notary Public, State of
My Commission Expires:



ALLEY



ROCKAWAY AVENUE

NATIONAL FLOOD INSURANCE PROGRAM ELEVATION CERTIFICATE

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for the Elevation Certificate is estimated to average 2.25 hours per response. Burden means the time, effort, or financial resources expended by persons to generate, maintain, retain, disclose, or provide information to the Federal Emergency Management Agency (FEMA). You are not required to respond to the collection of information unless a valid OMB control number is displayed in the upper right corner of each form. You may send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0077). Do not send completed form(s) to the above address. To obtain or retain benefits under the National Flood Insurance Program (NFIP), you must respond to this collection of information.

PURPOSE OF THE ELEVATION CERTIFICATE

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment or Revision (LOMA or LOMR-F).

The Elevation Certificate is required in order to properly rate post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), for flood insurance Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO. The Elevation Certificate is not required for pre-FIRM buildings unless the building is being rated under the optional post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt a floodplain management ordinance that specifies minimum requirements for reducing flood losses. One such requirement is that the community obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to comply with this requirement.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No. 3067-0077
Expires July 31, 2002

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME MARIA D. AVILA + CHRISTOPH CARDENAS		For Insurance Company Use
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 511 ROCK AWAY AVENUE		Policy Number
CITY GRAND JUNCTION	STATE CO	Company NAIC Number
PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) LOT 9 + 10 BLK 3 2945-154-27-008		ZIP CODE 81501
BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.) ACCESSORY		
LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ###" or ##.#####)	HORIZONTAL DATUM: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983	SOURCE: <input type="checkbox"/> GPS (Type): <input type="checkbox"/> USGS Quad Map <input type="checkbox"/> Other:

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER		B2. COUNTY NAME MESA	B3. STATE CO.
B4. MAP AND PANEL NUMBER 080117 006E	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE JULY 15, 1992
		B8. FLOOD ZONE(S) AE	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding) 4556-8

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
 FIS Profile FIRM Community Determined Other (Describe):

B11. Indicate the elevation datum used for the BFE in B9: NGVD 1929 NAVD 1988 Other (Describe):

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No
 Designation Date: _____

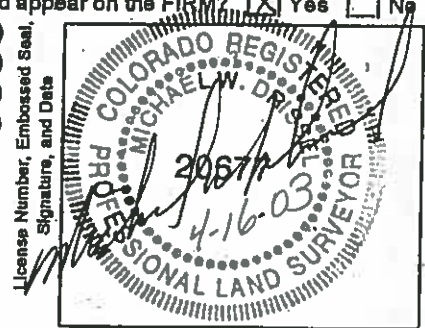
SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number 1 (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
 Complete items C3.a-i below according to the building diagram specified in item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
 Datum **NGVD 1929** Conversion/Comments _____
 Elevation reference mark used **RM 1 B** Does the elevation reference mark used appear on the FIRM? Yes No

<input type="checkbox"/> a) Top of bottom floor (including basement or enclosure)	<u>4555</u> . <u>85</u> ft.(m)
<input type="checkbox"/> b) Top of next higher floor	_____ . _____ ft.(m)
<input type="checkbox"/> c) Bottom of lowest horizontal structural member (V zones only)	_____ . _____ ft.(m)
<input type="checkbox"/> d) Attached garage (top of slab)	_____ . _____ ft.(m)
<input type="checkbox"/> e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.)	_____ . _____ ft.(m)
<input type="checkbox"/> f) Lowest adjacent (finished) grade (LAG)	<u>4555</u> . <u>57</u> ft.(m)
<input type="checkbox"/> g) Highest adjacent (finished) grade (HAG)	<u>4555</u> . <u>60</u> ft.(m)
<input type="checkbox"/> h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade	<u>0</u>
<input type="checkbox"/> i) Total area of all permanent openings (flood vents) in C3.h	<u>0</u> sq. in. (sq. cm)



SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
 I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
 I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME _____ LICENSE NUMBER _____

TITLE _____ COMPANY NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

SIGNATURE _____ DATE _____ TELEPHONE _____

IMPORTANT: In these spaces, copy the corresponding information from Section A.

BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.

511 ROCKAWAY AVENUE

For Insurance Company Use:

Policy Number

CITY

GRAND JUNCTION

STATE

CO.

ZIP CODE

81501

Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number ____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is ____ ft.(m) ____ in.(cm) ____ above or ____ below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ____ ft.(m) ____ in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, C, and E are correct to the best of my knowledge.

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS

CITY

STATE

ZIP CODE

SIGNATURE

DATE

TELEPHONE

COMMENTS

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME

TITLE

COMMUNITY NAME

TELEPHONE

SIGNATURE

DATE

COMMENTS

Check here if attachments

INSTRUCTIONS FOR COMPLETING THE ELEVATION CERTIFICATE

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A - PROPERTY OWNER INFORMATION

This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block number. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of Section F if needed.

If latitude and longitude data are available, enter them in degrees, minutes, and seconds, or in decimal degrees, taken at the center of the front of the building. Enter arc-seconds to two decimal places. Indicate the horizontal datum and the source of the measurement data (for example, taken with GPS, scaled from a USGS Quad Map, etc.).

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM and a pamphlet titled "Guide to Flood Maps" are available from the Federal Emergency Management Agency (FEMA) website at <http://www.fema.gov> or by calling 1-800-427-4661. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a building that is in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the *NFIP Community Status Book*, available on FEMA's website at <http://www.fema.gov> or by calling 1-800-427-4661.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Item B4. Map and Panel Number. Enter the 10-digit number shown on the FIRM panel where the building or manufactured (mobile) home is located. The first six digits will not match the NFIP community number: 1) when the sixth digit is a "C," in which case the FIRM panel is in a countywide format; or 2) when one community has annexed land from another community but the FIRM panel has not been updated to reflect this annexation. If the sixth digit is a "C," it is followed by a four-digit map number. For maps not in countywide format, enter the "community panel number" shown on the FIRM.

Item B5. Suffix. Enter the suffix letter shown on the FIRM panel that includes the building's location.

Item B6. FIRM Index Date. Enter the effective date or map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-427-4661.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1-A30, V, VE, V1-V30, AH, AO, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Flood Elevation Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than one flood zone in Item B8., list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1-A30, AE, AH, V1-V30, VE, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1-A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, the community may have established BFEs or obtained BFE data from other sources. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If the BFE is obtained from another source, enter the BFE in Item B9.

Item B10. Indicate the source of the BFE that you entered in Item B9.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). Federal flood insurance is prohibited in designated CBRS areas for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS designation. An information sheet explaining CBRS areas may be obtained on FEMA's website at <http://www.fema.gov> or by calling 1-800-427-4661.

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, or AR/AO, or if this certificate is being used to support a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead.

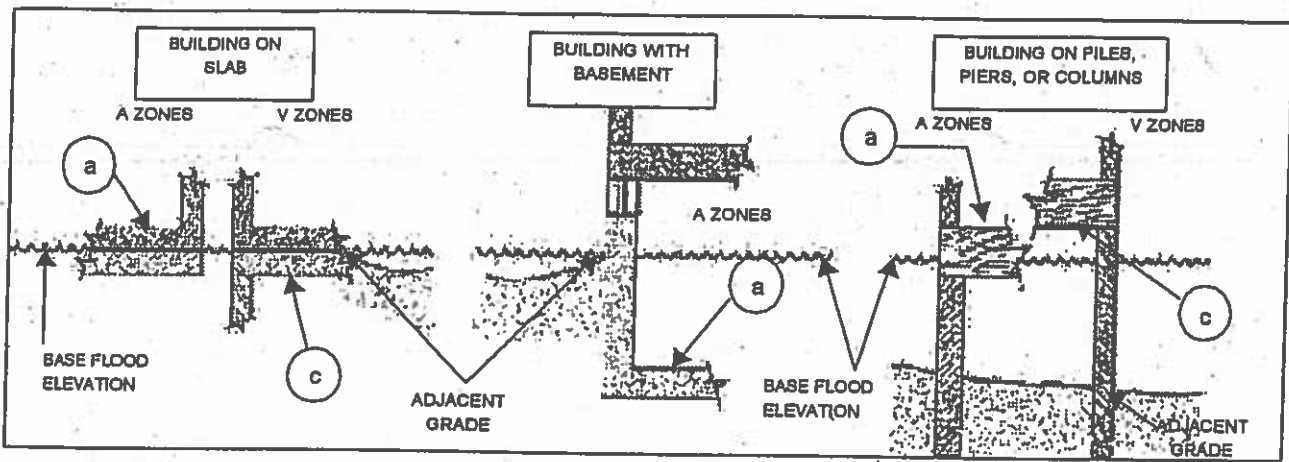
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first two choices, a post-construction Elevation Certificate will be required when construction is complete. Select "finished construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. Select the diagram on pages 6 and 7 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C3.a-g. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified, or provide a sketch or photograph of the building and enter all elevations in Items C3.a-g.

Item C3. Indicate whether the elevation reference mark (benchmark) used during the field survey is an elevation mark on the FIRM. If it is not, indicate the source and datum for the elevation. Vertical control benchmarks other than those shown on the

FIRM are acceptable for elevation determinations. Show the conversion from the field survey datum used to the datum used for the BFE(s) entered in Item B9. All elevations for the certificate must be referenced to the datum on which the BFE is based. Show the datum conversion, if applicable, in this section or in the Comments area of Section D. For property experiencing ground subsidence, the most recently adjusted reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C3.a-g to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C3.a-d. Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item C2.) in Items C3.a-c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C3.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C3.c. If the flood zone cannot be determined, enter elevations for all of Items C3.a-g. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). If any item does not apply to the building, enter "N/A" for not applicable.



Item C3.e. Enter the lowest elevation of machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment in an attached garage or enclosure or on an open utility platform that provides utility services for the building. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/or equipment. Indicate machinery/equipment type in the Comments area of Section G or Section D, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

Items C3.f-g. Adjacent grade is defined as the elevation of the ground, sidewalk, patio slab, or deck support immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Items C3.h-i. Enter the number of permanent openings (flood vents) in the walls supporting the building that are no higher than 1.0 foot above the adjacent grade. Determine the total area of all such openings in square inches (square cm, in Puerto Rico), and enter the total in Item C3.i. If the building has no permanent openings (flood vents) within 1.0 foot above adjacent grade, enter "0" (zero) for each of Items C3.h and C3.i.

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place embossed seal and signature in the box next to elevations in Section C. A flat stamp is acceptable only in states that do not authorize use of an embossed seal over the signature of a professional. You are certifying that the information in Sections A, B, and C on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, or other relevant information not specified on the front.

**SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO
& ZONE A (WITHOUT BFE)**

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead.

Item E1. Select the diagram on pages 6 and 7 that best represents the building; then enter the diagram number. If you are unsure of the correct diagram, select the diagram that most closely resembles the building, or provide a sketch or photograph.

Item E2. Enter the height in feet and inches (meters and centimeters, in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). For post-FIRM buildings in Zone AO, the community's floodplain management ordinance requires that this value equal or exceed the base flood depth on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E3. For Building Diagrams 6-8 with "proper openings" (see page 7), enter the height in feet and inches (meters and centimeters, in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above the highest adjacent grade (HAG). Be sure that you have completed Items C3.h and C3.i on the front of the form to show the number of permanent, proper openings (flood vents) within 1 foot above adjacent grade and the total area of the openings.

Item E4. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, C (Items C3.h and C3.i only), and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check Item G1. if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/A1-A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check Item G2. if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check Item G3. if the information in Items G4.-G9. has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4.-G9. provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

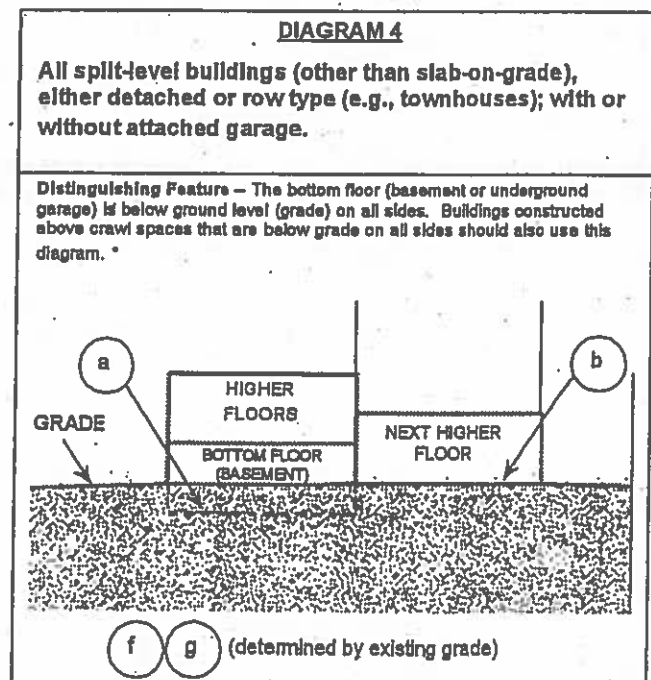
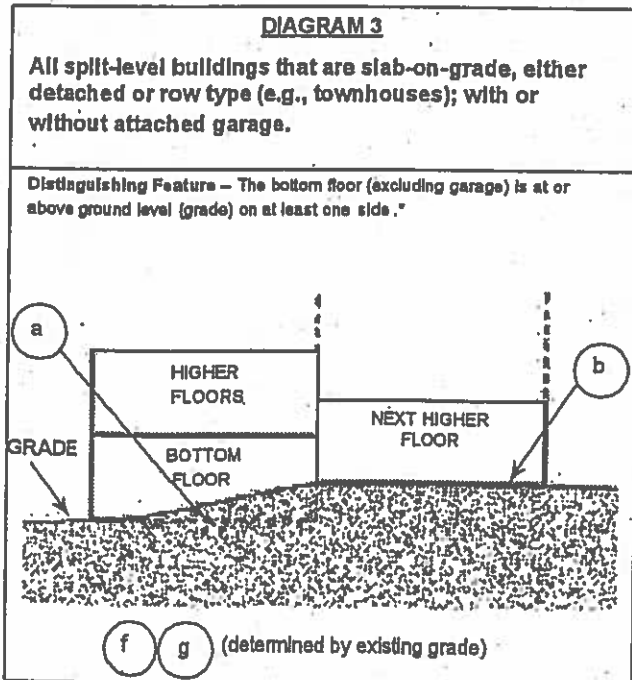
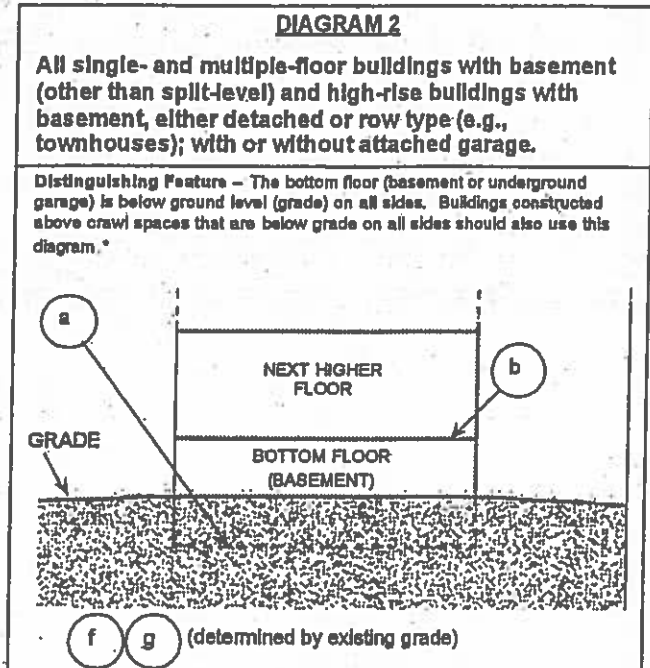
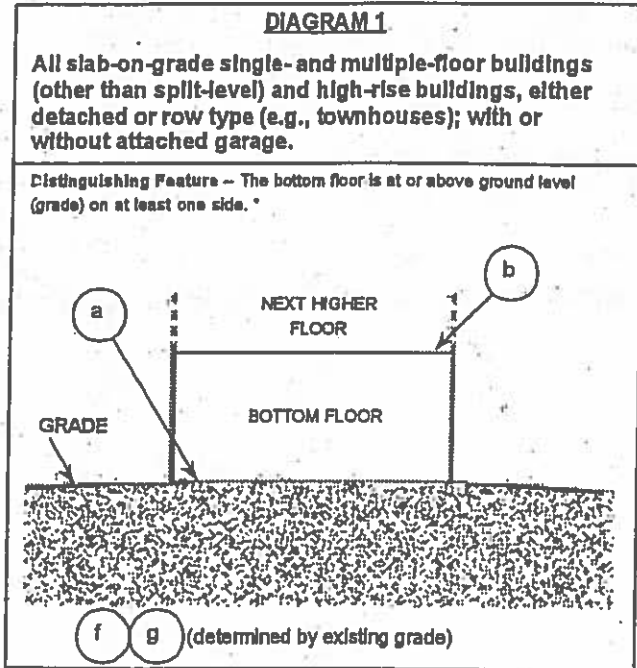
Item G9. BFE. Using the appropriate FIRM panel, FIS, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

BUILDING DIAGRAMS

The following eight diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item C2. and the elevations in Items C3.a-C3.g.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of flood waters (open lattice work and/or readily removable insect screening is permissible).

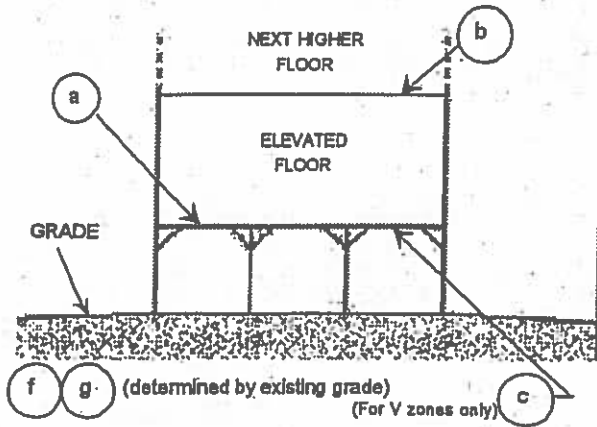


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about openings in Section C, Building Elevation Information (Survey Required).

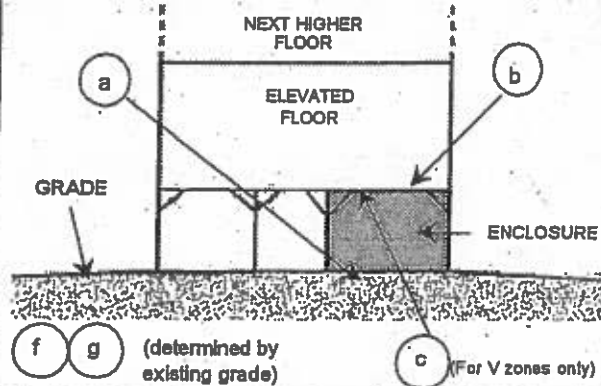


DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least one side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about openings in Section C, Building Elevation Information (Survey Required).

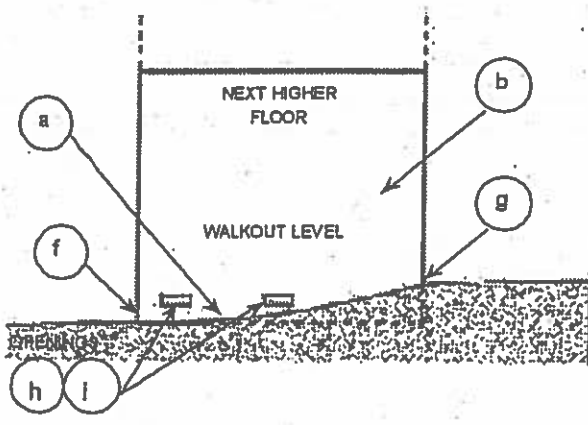
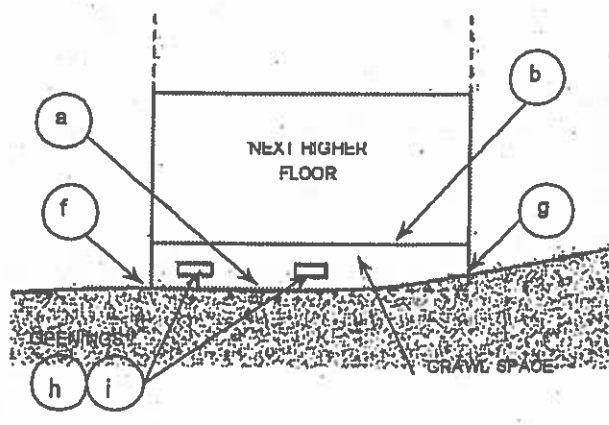


DIAGRAM 8

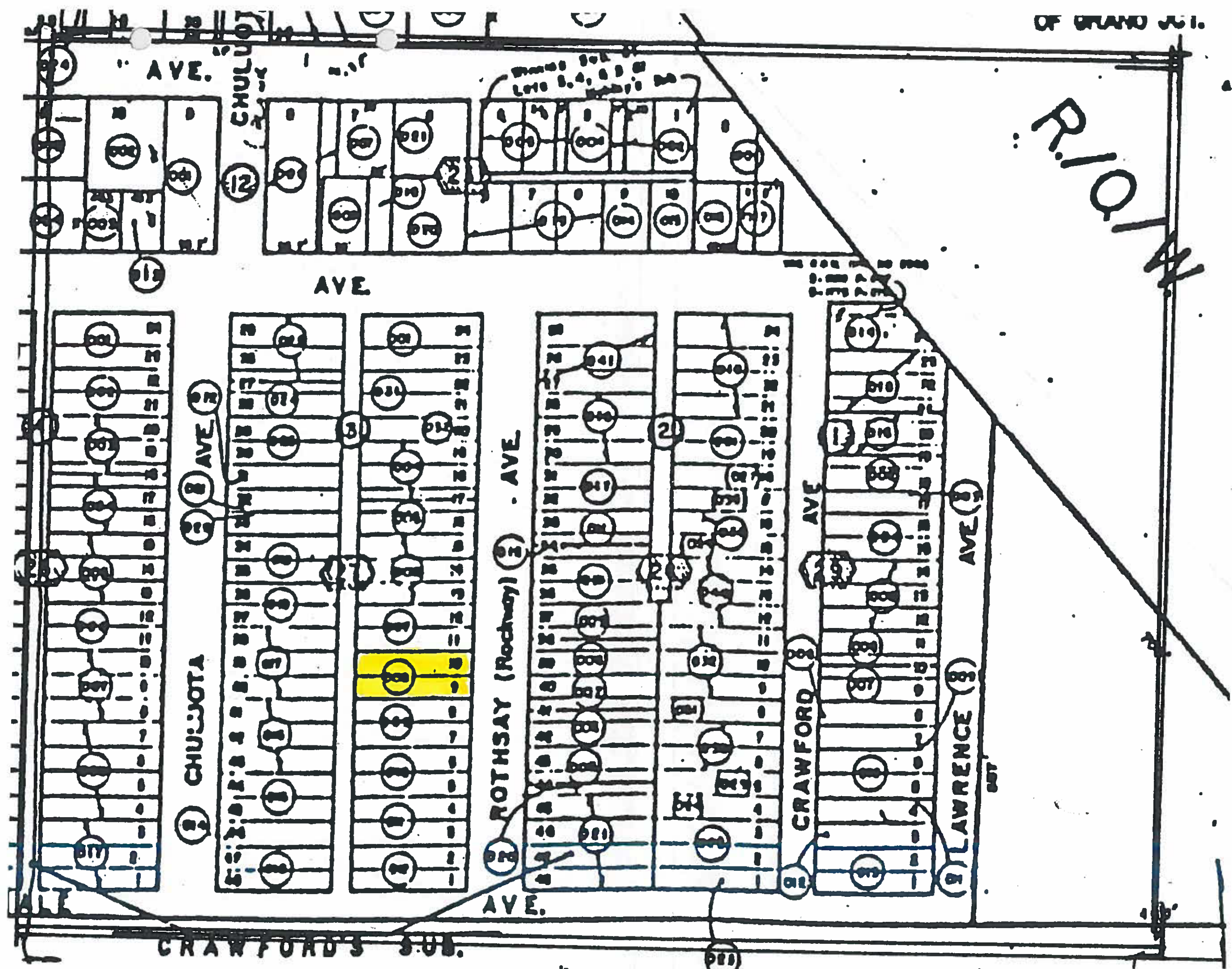
All buildings elevated on a crawl space with the floor of the crawl space at or above grade on at least one side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawl space is with or without openings** present in the walls of the crawl space. Indicate information about the openings in Section C, Building Elevation Information (Survey Required).

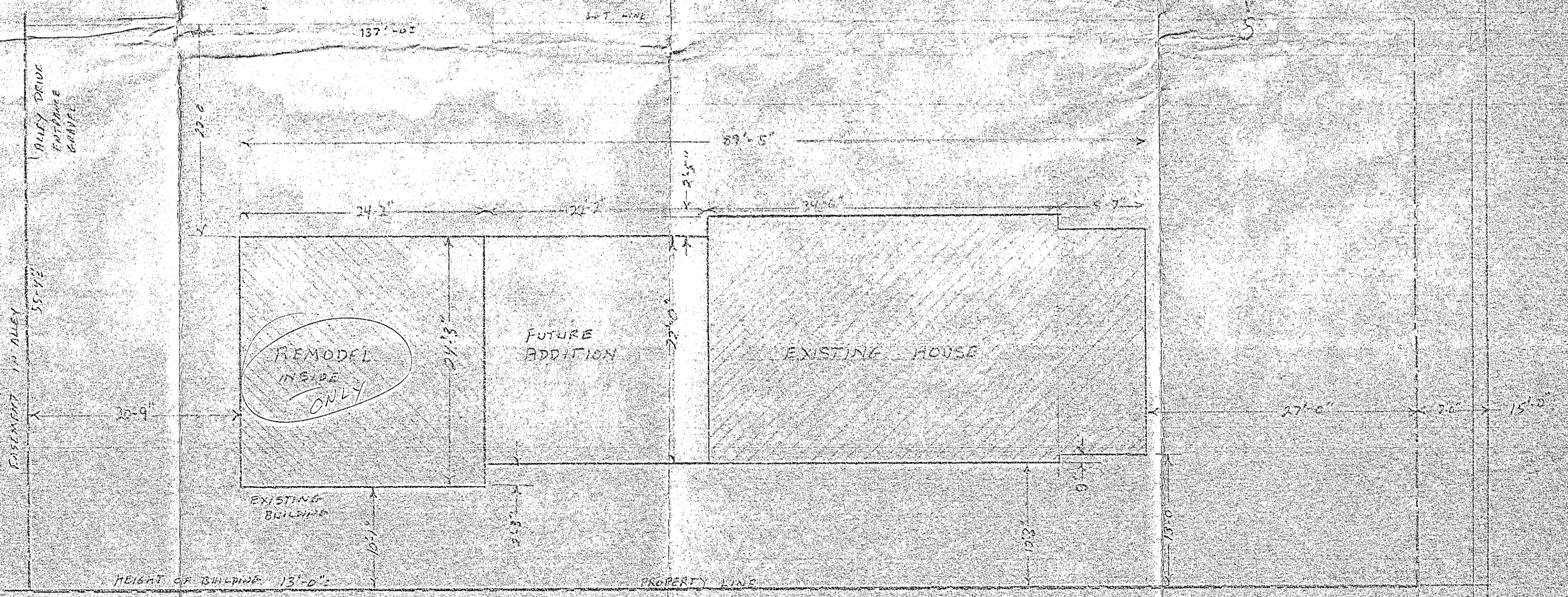
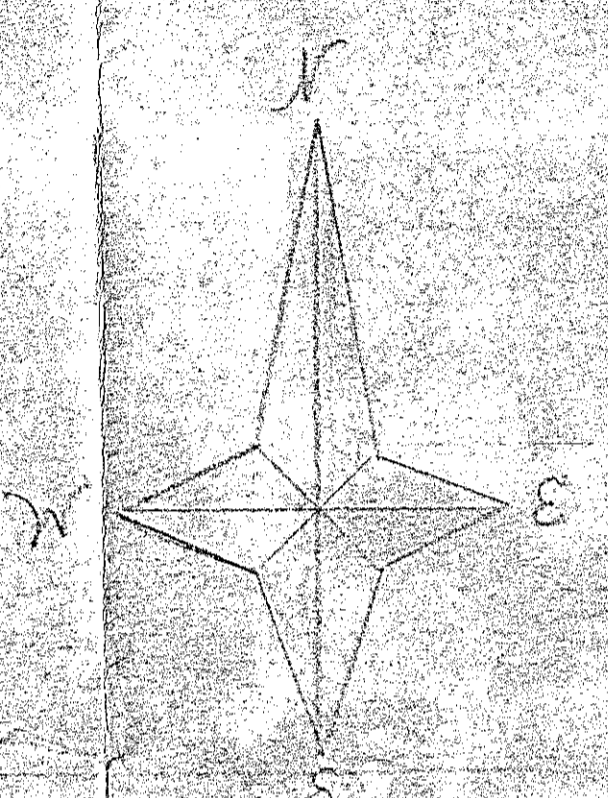


** An "opening" (flood vent) is defined as a permanent opening in a wall that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of two openings is required for enclosures or crawl spaces with a total net area of not less than one square inch for every square foot of area enclosed. Each opening must be on different sides of the enclosed area. If a building has more than one enclosed area, each area must have openings on exterior walls to allow floodwater to directly enter. The bottom of the openings must be no higher than one foot above the grade underneath the flood vents. Alternatively, you may submit a certification by a registered professional engineer or architect that the design will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening.

R1014



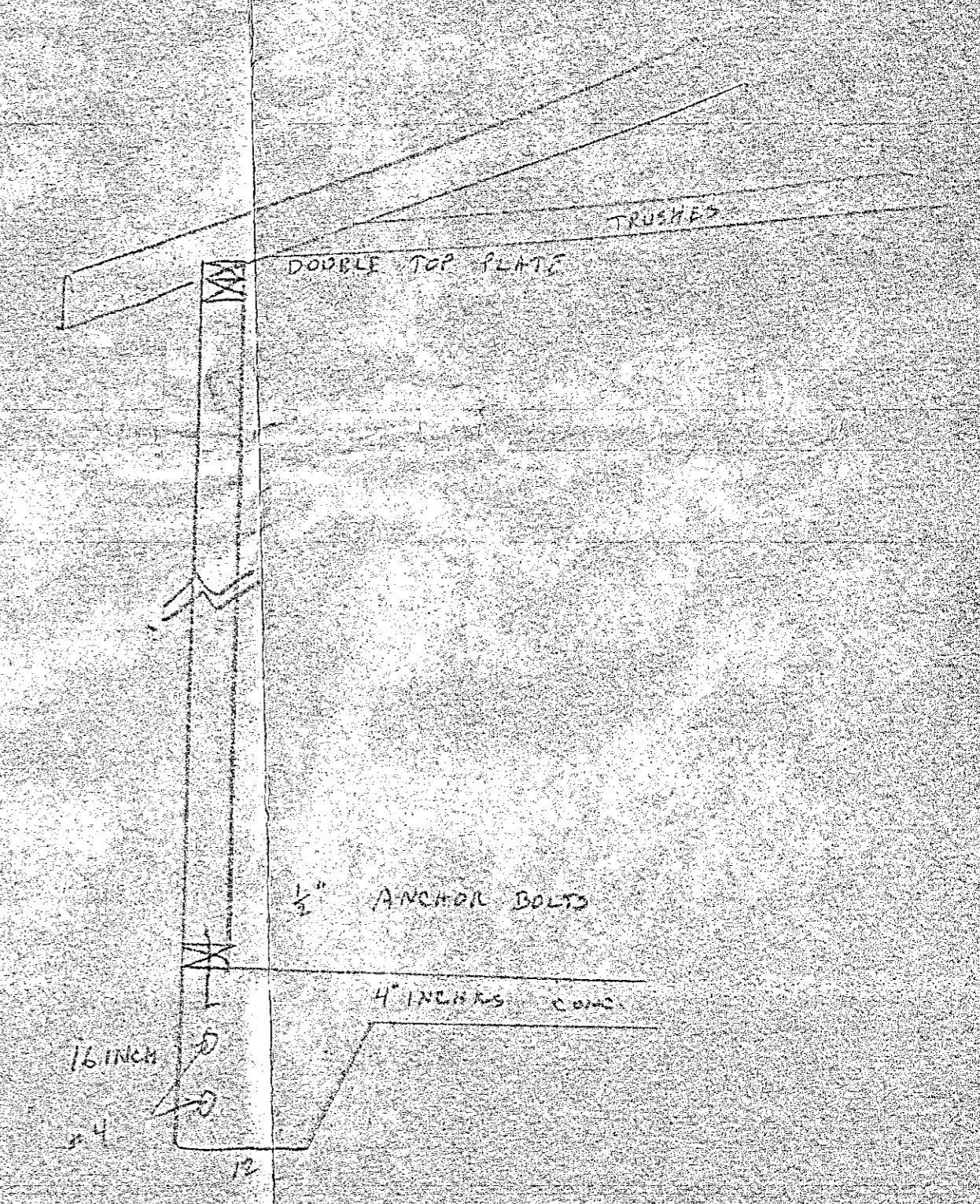
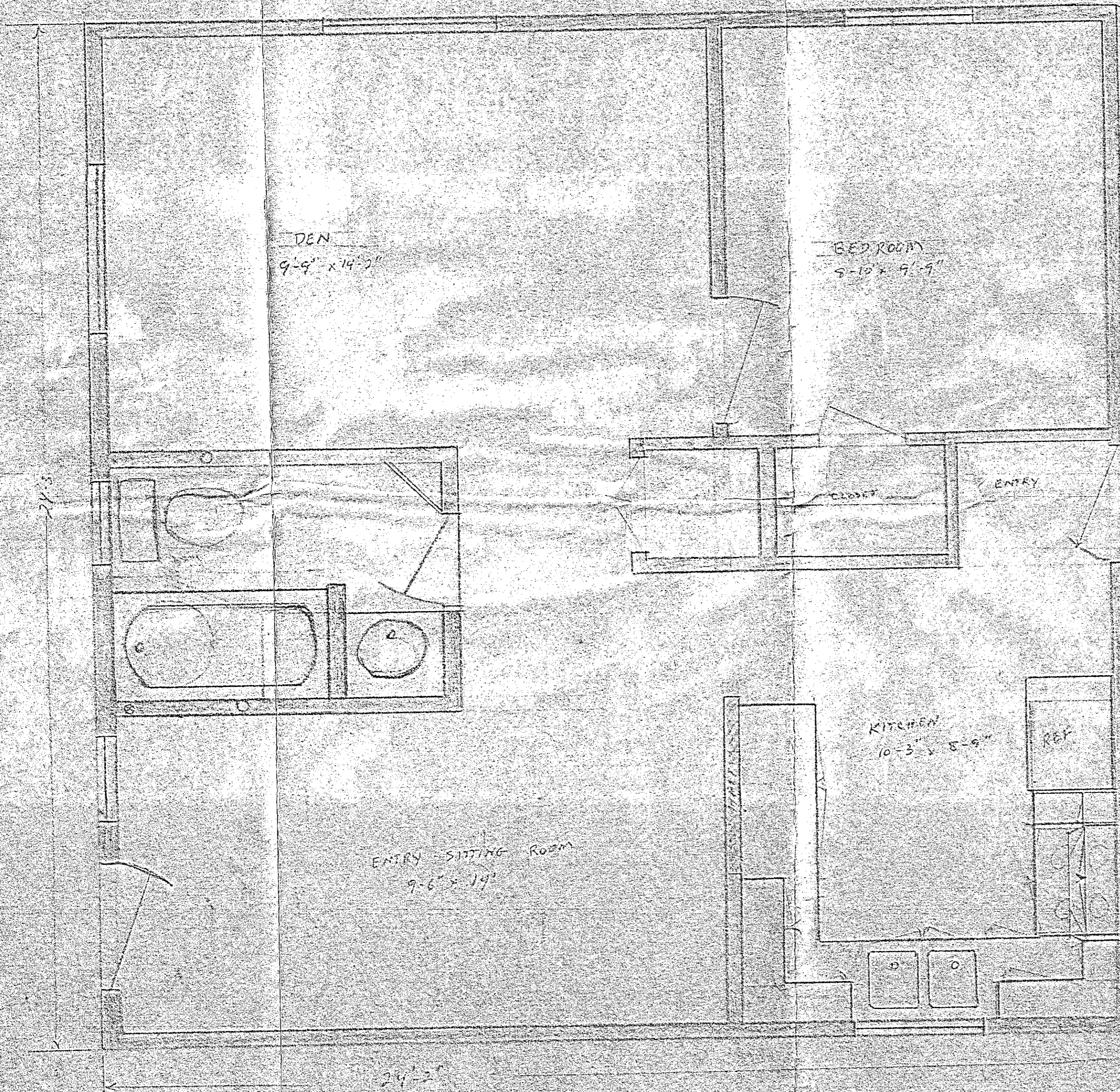
To: PAJ



LOT 9 + 10 BLOCK 3 CRAWFORD SUBDIVISION

2511 ROCKAWAY

03-072



SCALE
1/2" = 1'-0"

REMODEL AREA

03-077