

# Rocky Heights Estates

March, 2001: RZP-2001-079 (Rob Katzenson: Representative)  
Application to rezone property from RSF-R to PD/CSR and approve a 6 lot Preliminary Plan. PC recommended denial on rezone (failed to meet Chapter 5 criteria) and took no action on Preliminary Plan (because it was predicated on the rezone).

July, 2001: RZP-2001-155 (Rob Katzenson: Representative) Application to rezone property from RSF-R to PD/CSR and approve a 5 lot Preliminary Plan. City Council approves rezone. PC approves Preliminary Plan with rock rollout trench and Open Space to Audubon Society.

\*\*\*\* October, 2002: PC grants extension of Preliminary Plan Approval. \*\*\*\*

January, 2002: FP-2002-016 (Rob Katzenson: Representative)  
Application for Final Plat/Plan approval. Plans shows rock rollout trench per Preliminary Plan Approval. Applicant hires Jana Gerow to commission further study of need for rock rollout trench. Applicant abandons current file so they can resubmit plans after new Geotechnical study is completed.

April, 2003: FP-2003-074 (Jana Gerow: Representative)  
Application for Revised Preliminary Plan Approval (to modify requirement for rock rollout trench) and Final Plat/Plan Approval. PC grants revised Preliminary Plan Approval on September 9, 2003. Staff approves Final Plat/Plan on September 17, 2003.

TIMELINE of events from Sept. 12, 2003 until plat is recorded on April 6, 2004:

Sept. 12, 2003: A representative from DCS records CC&Rs and Architectural Design Guidelines in Mesa County Clerk and Recorder's office. City staff did not review the final draft before it was recorded. The two documents contain provisions that allow disturbance of the No Disturbance Zone which is unacceptable to the City. It will be necessary to record an amendment to these 2 recorded documents...OR...re-record new CC&Rs and Architectural Design Guidelines after they have been reviewed and approved by City staff.

November 24, 2003: DCS sends over several documents for staff review. One of the deeds to be recorded is not notarize; the Bank had not signed the Disbursement Agreement for the DIA; Tract B (open space) was being conveyed with several encumbrances not previously reviewed or approved by staff; updated title work did not include the entire property shown on the plat; the plat allowed encroachments into the No Disturbance Zone which was not acceptable

to staff. (Jamie received documents for review and began direct correspondence with Bruce Philips, applicant's attorney.)

January 7, 2004: DCS working with staff to attain an acceptable DIA with financial guarantee.

January 9, 2004: Jamie working with DCS about documents that need to be revised before they can be recorded.

February 18, 2004: Lisa Cox emails Jana Gerow to continue discussion as to why ANY disturbance in the No Disturbance Zone (a Planning Commission condition of approval) is unacceptable. Requirement to revise plat, CC&Rs and Architectural Design Guidelines remains...documents must be revised and reviewed by staff again before they will be recorded.

March 1, 2004: Email to Jana Gerow reminding her that when they revised the plat they needed to send an updated electronic copy of the plat to City staff.

March 1, 2004: Second email to Jana confirming receipt of revised documents and suggesting that she calculate her recording fees (as per Sept. 17, 2003 letter of approval). Revised documents do not contain updated title work. Revised plat now shows a lien holder not previously shown on earlier versions of the plat. It is now necessary for the applicant to secure a release for a portion of the property being deeded to the Audubon Society.

March 8, 2004: Email from Jamie to Jana and Bruce Philips explaining that she will need further revisions to titlework and a lien holder's release.

March 8, 2004: Email from Jana to Jamie advising her that updated title work will be forth coming but that she was not sure if Jamie's request to include all of the property in the title work could be accommodated.

March 16, 2004: Email from Peter Krick advising that he cannot prepare a Recording Certificate for the plat because NONE of the corners were embedded in concrete (per City requirements for a plat to be recorded). Also, some of the exterior monuments were also missing. This information is conveyed to Jana.

March 22, 2004: The partial release for the project is delivered to Jamie. Staff still does not have recording fees.

March 22, 2004: Email to Jana reminding her that staff still does not have recording fees. Also, the CC&Rs previously recorded did not match the name of the subdivision on the final plat to be recorded. Applicant needed to decide if they were going to re-record the CC&Rs (as amended and approved by City staff) or simply record an amendment to the document on record.

**March 26, 2004: Email from Jana to say that she wants to drop off all revised documents for recording on Monday with fees. When recording fees are delivered, they are in the wrong amount. Jana is advised that the check must be reissued for recording fees.**

**APRIL 6, 2004...FINAL PLAT, CC&RS, ARCHITECTURAL GUIDELINES, DEEDS, PARTIAL RELEASE ARE RECORDED.**

FP-2003-07



# SUBSTANTIAL COMPLETION INSPECTION CHECKLIST

Project: ROCKY HEIGHTS

City of Grand Junction, Colorado  
250 N. 5<sup>th</sup> Street  
81501-2668  
FAX: (303) 244-1599

DATE: 7-13-04

**STREETS**

- Pavement NEED TESTS
- Concrete MAY NEED TESTS
- Manholes OK
- Signs OK
- Lighting OK
- Site Grading GRADE SWALS TO PIPES ON S. SIDE STREET.
- Other AS BUILTS, MAINTENANCE AGREEMENT & GUARANTEE

**UTILITIES & DRAINAGE**

- Water lines OK
- Sewer Lines OK
- Inlet Structures N/A
- Detention Facilities NEED CERT. ON FLOW & OUTLET.
- Outlet Structures TRASH BACK & SLOTTED
- Other PULL POSTS.

Inspected by: [Signature]  
City Development Engineer

Developer or Representative: [Signature]

Final acceptance of the Streets and Drainage Facilities will be made when the above items have been corrected and inspected. Please call 256-4031 when ready for final acceptance.

# City of Grand Junction

Community Development Department  
Planning • Zoning • Code Enforcement  
250 North 5th Street  
Grand Junction, CO 81501-2668

Phone: (970) 244-1430  
FAX: (970) 256-4031



## RECORD OF DECISION/FINDINGS OF FACT

**DATE:** September 17, 2003  
**FILE:** FP-2003-074, Rocky Heights Estates  
**LOCATION:** Off Escondido Circle

**PETITIONER:** Rocky Heights, LLC  
Marilyn Shiveley  
222 Easter Hill Drive  
Grand Junction, CO 81503

**REPRESENTATIVE:** Jana Gerow  
Development Construction Services  
619 Main Street, Suite 110  
Grand Junction, CO 81501

**PLANNER:** Lisa E. Cox, AICP

**REQUEST:** Final Plat and Plan Approval of Rocky Heights Estates

**DECISION:** **APPROVED, with conditions as noted below**

In accordance with Section 2.8.C.3 of the Zoning and Development Code, the final plat and construction plans for Rocky Heights Estates have been approved. Approval is subject to the following condition:

- ~~1.~~ Signage requires a separate sign permit. All signage must comply with sign regulations of the Zoning and Development Code including clear site distance.
- ~~2.~~ The City requires a letter from the Mesa County Building Department stating that they have received the grading and drainage plan and the geotechnical report. This must be received prior to plan approval.
- ~~3.~~ The City requires a copy of the NPDES Construction Activity Permit. This must be received prior to plan approval.
- ~~4.~~ This project is a beneficiary of the Desert Hills Trunk Extension. The new lot would be responsible for Trunk Extension Fees per City Resolution 47-93. This resolution states that prior to platting the Developer would be responsible for a portion of the fees (\$500 per lot for lots less than 1/3 acre in size and \$675 per lot for lots between 1/3 acre and 1 acre in size and \$750 per lot for lots over 1 acre). At the building permit stage, the new owner is then responsible for another portion of the trunk extension fee (\$1000 per lot for lots less than 1/3 acre in size and \$1500 per lot for lots between 1/3 acre and 1 acre in size and \$1750 for lots over 1 acre). Based on 5 lots over 1 acre in size, the developer is responsible for \$3,750 PRIOR to platting.

*Paid*

The following items must be completed before the plat may be recorded:



1. Submit a fully executed Development Improvements Agreements (DIA) using the Community Development Department's most current form, with the appropriate guarantee (cash, letter of credit or disbursement agreement). The DIA must then be approved by the Development Engineer and Development Services Supervisor. The most current DIA form may be downloaded from the City's website at [www.gjcity.org](http://www.gjcity.org) or [www.ci.grandjct.co.us](http://www.ci.grandjct.co.us).
  2. Submit a mylar of the final plat with owner's signatures, a computer disk with the plat information on it, and a check made payable to the City of Grand Junction for \$15.50 per plat page for reproduction costs. (The electronic version of the plat may be emailed to [stevesm@ci.grandjct.co.us](mailto:stevesm@ci.grandjct.co.us) instead of submitting a computer disk.) Please note that all property corner pins must be set in concrete and inspected by the City Property Agent before the plat can be recorded.
  3. Submit signed original CC&R's.
  4. Submit evidence from the Colorado Secretary of State's office that the Home Owner's Association (HOA) has been created.
  5. Submit fully executed deeds (or other appropriate instruments of conveyance) for all tracts or easements to be dedicated to the HOA.
  6. Updated title work not more than 90 days old.
  7. Submit a completed and fully executed Recording Memorandum to record as evidence of the Development Improvements Agreement. (This saves having to record the entire DIA and supporting documents.)
  8. Pay applicable fees as follows: Parks Impact fee of \$225 per lot (\$1125). The check for the Parks Impact fee should be made payable to the City of Grand Junction. Recording fee of \$5 per page for CC&R's, deeds and Recording Memorandum, \$10 per plat page for the final plat. In addition to the standard recording fees, the Mesa County Clerk & Recorder has implemented a new \$1 electronic filing surcharge per document beginning September 1, 2002. Please calculate your fees accordingly. The check for the recording fees should be made payable to Mesa County Clerk & Recorder.
  9. Submit a check in the amount of \$6.00, payable to the City of Grand Junction, to record the instrument which will release the DIA when all improvements have been constructed and accepted by the City.
  10. Items 2, 3, and 4 of the conditions of approval (listed above) must be completed prior to plat recordation.
- Note: All fees payable to the City may be combined into one check (plat reproduction fee, Parks Impact fee, fee to release the DIA memorandum, and the Trunk Extension fee).

*Still Due*

*no records to be notarized*

*July covers the site, near the street*

*Still Due*

**The following items must be completed before construction may begin on this site:**

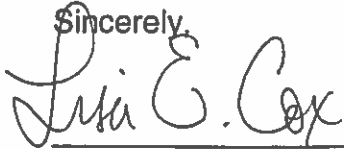
1. Submit one reproducible copy of the revised final construction plans with signatures from the appropriate utility providers and Fire Department. The plans will be signed by appropriate City staff and returned to the developer. Please provide the City with three blue-line copies of the final construction plans.
2. A Development Improvements Agreement must be provided with appropriate guarantee of cash, letter of credit or disbursement agreement.

3. A pre-construction meeting with the Public Works Department may be scheduled AFTER final plans have been approved and the DIA has been signed and accepted by the City.

4. Items 2 and 3 of the conditions of approval (listed above) must be completed prior to plan approval.

If you have any questions, or if I may be of further assistance, please call me at 256-4039.

Sincerely,

A handwritten signature in cursive script that reads "Lisa E. Cox". The signature is written in dark ink and is positioned above a horizontal line.

Lisa E. Cox, AICP  
Senior Planner

cc: Rick Dorris, Development Engineer

H:Projects2003/FP-2003-074/RecofFinalDecRHE

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2. The City requires a letter from the Mesa County Building Department stating that they have received the grading and drainage plan and the geotechnical report. This must be received prior to plan approval.
3. The City requires a copy of the NPDES Construction Activity Permit. This must be received prior to plan approval. *Melissa -*
4. This project is a beneficiary of the Desert Hills Trunk Extension. The new lot would be responsible for Trunk Extension Fees per City Resolution 47-93. This resolution states that prior to platting the Developer would be responsible for a portion of the fees (\$500 per lot for lots less than 1/3 acre in size and \$675 per lot for lots between 1/3 acre and 1 acre in size and \$750 per lot for lots over 1 acre). At the building permit stage, the new owner is then responsible for another portion of the trunk extension fee (\$1000 per lot for lots less than 1/3 acre in size and \$1500 per lot for lots between 1/3 acre and 1 acre in size and \$1750 for lots over 1 acre). Based on 5 lots over 1 acre in size, the developer is responsible for \$3,750 PRIOR to platting. *have*

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4. Submit evidence from the Colorado Secretary of State's office that the Home Owner's Association (HOA) has been created. *Melissa to check*

5. Submit fully executed deeds (or other appropriate instruments of conveyance) for all tracts or easements to be dedicated to the HOA. *1) Union Society 2)*

6. Updated title work not more than 90 days old. *Melissa to check*

7. Submit a completed and fully executed Recording Memorandum to record as evidence of the Development Improvements Agreement. (This saves having to record the entire DIA and supporting documents.)

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2. A Development Improvements Agreement must be provided with appropriate guarantee of cash, letter of credit or disbursement agreement.

*Plat given to city - check w/ Lisa Cox*

*Smile to provide for 10/3*

*To be done prior to recording plat*

*Stamps Attached*

3. A pre-construction meeting with the Public Works Department may be scheduled AFTER final plans have been approved and the DIA has been signed and accepted by the City.
4. Items 2 and 3 of the conditions of approval (listed above) must be completed prior to plan approval.

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Sincerely,

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Senior Planner

cc: Rick Dorris, Development Engineer

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**REPRESENTATIVE:** Jana Gerow  
Development Construction Services  
619 Main Street, Suite 110  
Grand Junction, CO 81501

**PLANNER:** Lisa E. Cox, AICP

**REQUEST:** 1) Revised Preliminary Plan Approval

**DECISION:** **RECOMMENDATION OF APPROVAL**

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At its September 9, 2003 meeting, the Grand Junction Planning Commission considered a request to approve a revised Preliminary Plan for Rocky Heights Estates, a subdivision consisting of 5 single family detached lots, located off Escondido Circle.

After discussing the request, the Planning Commission approved the request with the findings that the request satisfied the goals and policies of the Growth Plan and Future Land Use Map, and the Zoning and Development Code.

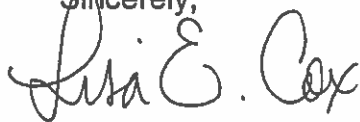
In accordance with Section 2.8.4 of the Zoning and Development Code, the applicant has one year from the date of Preliminary Plan Approval to obtain Final Plat/Plan approval for the proposed development or the Preliminary Plan Approval shall be considered null and void. As you know however, the Final Plat and Plan are currently in the review process and should be ready for approval in the near future.

Please do not hesitate to contact me should you have any questions concerning this project, or if I may be of further assistance. I can be reached at 256-4039.



Included with this letter you will find a Customer Service Survey entitled "How Did We Do?" Please take a moment to complete the survey and provide us with your comments and feedback. We would like to improve our service to you, and welcome your comments and suggestions. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,

A handwritten signature in black ink that reads "Lisa E. Cox". The signature is written in a cursive style with a large, looped "L" and "C".

Lisa E. Cox, AICP  
Senior Planner

Enclosure: Customer Service Survey "How Did We Do?"

cc: Rick Dorris, Development Engineer

H:Projects2003/FP-2003-074/pcRecofDecRHE.doc

Lisa They

paid

\$ 1125.00 parks impact  
+ their

Trunk extension fee.

Faye

Janice Ward  
CLK&REC Mesa County, CO  
55 CITY OF GRAND JCT  
ENV

2185608

Book 3624 Pages 500-502

04/06/2004 03:04 PM 31.00

DocFee SurChg \$1.00

2185609

Book 3674 Pages 503-504

04/06/2004 03:05 PM 11.00

DocFee NO FEE SurChg \$1.00

2185610

Book 3624 Pages 505-506

04/06/2004 03:05 PM 11.00

DocFee NO FEE SurChg \$1.00

2185611

Book 3624 Pages 507-508

04/06/2004 03:05 PM 16.00

DocFee NO FEE SurChg \$1.00

2185612

Book 3624 Pages 510-525

04/06/2004 03:05 PM 081.00

DocFee SurChg \$1.00

2185613

Book 3624 Pages 526-537

04/06/2004 03:05 PM 61.00

DocFee surChg \$1.00

2185614

Book 3624 Page 538

04/06/2004 03:05 PM 6.00

DocFee SurChg \$1.00

Janice Ward, Mesa Co. CLK & RECD  
55 CITY OF GRAND JCT

Date: 04/06/2004 Time: 15:09

By: SAH Source: NI

Rec#: 10004403

001	RECORDING FEE	
	1 @ 217.00	217.00
<b>TOTAL:</b>		<b>\$ 217.00</b>
	CHK (SERV CONSTRUC SERV 1043)	217.00
	CHANGE:	0.00

Thank You

**SUBDIVISION** Rocky Heights Subdivision

**PLANNER** Lisa Cox

**ENGINEER** Rick Davis

**DATE** 4-6-04

**FILE** FP-2003-074

**RECEPTION #** 2185608

**BK/PG** 3624, 500-502

**ZONE** PD

**NEW RES LOTS** 5

**NEW COM LOTS** -

**REPLAT/OTHER** -

**ACERAGE** 16.003

**OWNER** Rocky Heights Development, LLC

**LOCATION** off Escondido Circle

**SEC/TWP/RNG** 26, T11S, R101W

**TCP** 500.00

**TCP TOTAL**

**NO TCP REASON**

**SIF** 292.00

**COUNCIL DISTRICT**

CITY OF GRAND JUNCTION  
DEPARTMENT OF PUBLIC WORKS & UTILITIES  
250 NORTH 5TH STREET  
GRAND JUNCTION, CO 81501  
(970) 244-4003

TO THE MESA COUNTY CLERK & RECORDER:

THIS IS TO CERTIFY that the herein named Subdivision Plat,

ROCKY HEIGHTS SUBDIVISION

Situated in the NW 1/4 of Section 26

Township 11S, Range 101W,

of the 6th Principal Meridian in the City of Grand Junction, County of Mesa, State of Colorado, has been reviewed under my direction and, to the best of my knowledge, satisfies the requirements pursuant to C.R.S. 38-51-106 and the Zoning and Development Code of the City of Grand Junction for the recording of subdivision plats in the office of the Mesa County Clerk and Recorder.

This certification makes no warranties to any person for any purpose. It is prepared to establish for the County Clerk and Recorder that City review has been obtained. This certification does not warrant: 1) title or legal ownership to the land hereby platted nor the title or legal ownership of adjoining; 2) errors and/or omissions, including, but not limited to, the omission(s) of rights-of-ways and/or easements, whether or not of record; 3) liens and encumbrances, whether or not of record; 4) the qualifications, licensing status and/or any statement(s) or representation(s) made by the surveyor who prepared the above-named subdivision plat.

Dated this 9TH day of MARCH, 2004.

City of Grand Junction,  
Department of Public Works & Utilities

By: 

**Michael G. McDill**  
City Engineer  
City of Grand Junction

2185608 BK 3624 PG 500-502  
04/06/2004 03:04 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$30.00 SurChg \$1.00

Recorded in Mesa County

Date: 4-6 -04

Book: 3624 Page: 500-502

Drawer: PP-8



LAW OFFICES OF  
**ELDER & PHILLIPS, P.C.**  
562 WHITE AVENUE  
GRAND JUNCTION, COLORADO 81501-2690  
FACSIMILE (970) 243-8743  
TELEPHONE (970) 243-0946

W. BRUCE PHILLIPS  
KEITH BOUGHTON  
MARK R. LUFF

VICTOR J. DANIEL  
(1946-1986)  
-----  
OF COUNSEL  
TOM E. ELDER  
WALTER J. PHILLIPS

March 22, 2004

**HAND-DELIVERED**

City of Grand Junction  
Attn: Jamie B. Kreiling, Staff Attorney  
225 N 5<sup>th</sup> Street  
Grand Junction, CO 81501

Re: Rocky Heights

Dear Jamie:

I am enclosing the following:

1. Original Request for Partial Release signed by the Bank of Colorado.
2. Check made payable to Mesa County Public Trustee in the amount of \$21.00 representing the release fee.

If you have any questions, please call.

Yours truly,

  
W. Bruce Phillips

WBP:kmk

Enclosures

cc: Marilyn Schiveley  
Susan Steinbach  
Marjorie Rump  
Jana Gerow

Space Above This Line For Recording Data

DEED OF TRUST

(With Future Advance Clause)

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is January 5, 2004. The parties and their addresses are:

GRANTOR:
ROCKY HEIGHTS DEVELOPMENT, LLC
A Colorado Limited Liability Company
3000 ELMWOOD
BAKERSFIELD, California 93305

2178583 BK 3594 PG 373-377
02/25/2004 03:21 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$25.00 SurChg \$1.00

TRUSTEE:
PUBLIC TRUSTEE OF MESA COUNTY, COLORADO

LENDER:
BANK OF COLORADO
Organized and existing under the laws of Colorado
200 GRAND AVENUE
GRAND JUNCTION, Colorado 81501
840205240

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

Lot 1 in
RUMP SUBDIVISION

The property is located in MESA County at TBD VACANT LAND, GRAND JUNCTION, Colorado 81503. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$200,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 2644067301, dated January 5, 2004, from Grantor to Lender, with a loan amount of \$200,000.00 and maturing on January 5, 2006. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
B. To promptly deliver to Lender any notices that Grantor receives from the holder.
C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

**7. CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

**8. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

**9. TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

**10. WARRANTIES AND REPRESENTATIONS.** Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. **Power.** Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. **Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

**11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

**12. AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**13. DEFAULT.** Grantor will be in default if any of the following occur:

A. **Payments.** Grantor fails to make a payment in full when due.

B. **Insolvency or Bankruptcy.** Any legal entity obligated on the Secured Debts makes an assignment for the benefit of creditors or become insolvent, either because its liabilities exceed its assets or it is unable to pay its debts as they become due; or it petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.

C. **Business Termination.** Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. **Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. **Other Documents.** A default occurs under the terms of any other transaction document.

F. **Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.

**G. Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

**K. Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

**L. Property Value.** The value of the Property declines or is impaired.

**M. Material Change.** Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.

**N. Insecurity.** Lender reasonably believes that Lender is insecure.

**14. REMEDIES.** Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts, including, without limitation, the power to sell the Property or foreclose on installments without acceleration. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of Grantor's default or anytime thereafter.

If there is a default, Trustee will, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon the sale of the Property, to the extent not prohibited by law, and at such time purchaser is legally entitled to it, Trustee shall make and deliver a deed to the Property sold which conveys title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all monies advanced for repairs, taxes, insurance liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Grantor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

**A.** Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

**B.** Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

**C.** Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

**D.** Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any

tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

**17. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**18. INSURANCE.** Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance.

**19. ESCROW FOR TAXES AND INSURANCE.** Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. CO-SIGNERS.** If Grantor signs this Security Instrument but does not sign the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

21. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

22. **CONSTRUCTION LOAN.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

23. **FIXTURE FILING.** Grantor gives to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.

24. **PERSONAL PROPERTY.** Grantor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

25. **APPLICABLE LAW.** This Security Instrument is governed by the laws of Colorado, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

26. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

27. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

**GRANTOR:**

ROCKY HEIGHTS DEVELOPMENT, LLC

By Marilyn Kay Schiveley  
MARILYN KAY SCHIVELEY, MEMBER

By Susan R. Steinbach  
SUSAN R. STEINBACH, MEMBER

By Marjorie E. Rump  
MARJORIE E. RUMP, MEMBER

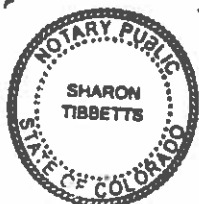
**ACKNOWLEDGMENT.**

(Business or Entity)

STATE OF COLORADO, COUNTY OF MESA ss.  
This instrument was acknowledged before me this 5th day of January, 2004  
by MARILYN KAY SCHIVELEY - MEMBER; SUSAN R. STEINBACH - MEMBER and MARJORIE E. RUMP - MEMBER of ROCKY HEIGHTS DEVELOPMENT, LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

Sharon Tibbetts  
(Notary Public)



My Commission Expires  
January 25, 2008

Bank of Colorado - Grand Junction  
P.O. Box 968  
Grand Junction, CO 81502

## DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are Rocky Heights Development, LLC, ("Developer") and the City of Grand Junction, Colorado ("City").

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

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

### RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as Rocky Heights Subdivision has been reviewed and approved under Community Development file # FP-2003-074 ("Development" or "the Development").

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

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

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

### DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").

3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and Inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction inspector and attorney in directing, advising, correcting and enforcing by means other than litigation, this

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

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

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

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$220,921.00 (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

Select one: Cash \_\_\_\_\_ Letter of Credit (LOC) \_\_\_\_\_ Disbursement Agreement X.

5. **Standards:** The Developer shall construct the Improvements according to the City's standards and specifications.

6. **Warranty:** The Developer shall warrant the Improvements for one year following Acceptance by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced Improvement or any portion or phase thereof for one year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$36,820.00 (Line G2, Exhibit B, City Security).

6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City.

7. **Commencement, Completion and Abandonment Periods:** The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the "Commencement Date."



7a. The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the "Completion Date."

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

7c. The Commencement date and the Completion Date are as follows:

Commencement Date: December 1, 2003

Completion Date: December 1, 2004

**8. Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.

**9. Notice of Defect:** The Developer by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

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

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

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

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

**11. Reduction of Security:** Upon Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of \$184,101.00 (Line G1, Exhibit B, Total Improvement Costs).

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

12. **Use of Proceeds:** The City shall use funds deposited with it, drawn or guaranteed pursuant to this Agreement only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements or paying Administration and Inspection fees.

13. **Events of Default:** The following conditions, occurrences or actions shall constitute a default by the Developer:

13a. Developer's failure to complete each portion of the Improvements on or before the Completion Date;

13b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvements within the applicable warranty period;

13c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer. In such event the City may immediately declare a default without prior notification to the Developer;

13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender. In such event, the City may immediately declare a default without prior notification to the Developer.

13e. With regard to the Property or any portion thereof: initiation of any foreclosure action regarding any lien or encumbrance; or initiation of mechanics lien(s) procedure(s); or assignment or conveyance of the Property in lieu of foreclosure. In such event the City may immediately declare a default without prior notification to the Developer.

13f. Notification to the City from the bank issuing the Guarantee that it will not renew the Guarantee at a time when security is still required hereunder and no substitute collateral acceptable to the City has been provided by the Developer.

13g. Except as provided, the City may not declare a default until written notice has been sent to the Developer at the address shown in the development file. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

14. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to

contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or the amount of the Guarantee.

**15. City's Rights Upon Default:** When any event of default occurs, the City may draw on the Guarantee or proceed to collect any other security to the extent of the face amount of the Guarantee less eighty percent (80%) of the estimated cost (as shown on Exhibit B) of all Improvements for which the City has given its Acceptance and no warranty work is reasonably required. The City may also exercise its rights to disbursement of loan proceeds or other funds under the City improvements disbursement agreement.

15a. The City shall have the right to complete Improvements itself or it may contract with a third party for completion.

15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.

15c. The City may assign the proceeds of the Guarantee or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise.

15d. That developer or lender shall then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

15e. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

**16. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns ("City") harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.

16a. The Developer further agrees to aid and defend the City in the event that the City and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein the Developer states claim(s) against the City.

16b. The Developer is not an agent, partner, joint venturer or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City shall be deemed or constitute a waiver of any other provision nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful or other act by the Developer or the acceptance of any Improvement.

18. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his/her/its authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

19. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of its in-house attorneys at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.

20. **Vested Rights:** This Agreement does not guarantee, represent or certify that the Developer is entitled to any other approval(s) required by the City, before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.

21. **Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire Agreement between the parties. No statement(s), promise(s) or inducements(s) that is/are not contained in this Agreement shall be binding on the parties.

22. **Third Party Rights:** No person or entity who or which is not a party to this Agreement shall have any right of action under or be a beneficiary of this Agreement.

23. **Time:** For the purpose of computing the Abandonment Period and Commencement and Dates, such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion, if it finds, in writing that the condition(s) that the Developer asserts do not exist.

24. **Severability:** If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or

unenforceability shall not affect the validity of any other part, term or provision. The rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

25. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

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

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

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

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

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

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

If to Developer:

Marilyn Schiveley – Rocky Heights Development, LLC Name -Developer/Company  
9336 Lovewell Court Street and Mailing)

Elk Grove, CA 95758 City, State & Zip Code  
( 916 ) 684-8577 (phone) Telephone and Fax Numbers

( 916 ) 684-7961 (fax)  
schiveley@comcast.net E-mail

Cc:  
If to City: Office of the City Attorney  
250 North 5th Street  
Grand Junction, CO 81501

DIA 2003 7

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

27. **Recordation:** Developer shall pay the costs to record a memorandum of this Agreement (Exhibit D) in the records of the Mesa County Clerk and Recorder's Office. The Developer may, at his/her/its option record the entire agreement.

28. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.

29a. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.

30. **Liability before Acceptance:** The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement shall have received Acceptance by the City.

30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on the side of the street nearest the property to enable an initial two-way traffic operation without on-street parking.

30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

- (i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification;
- (ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;

(iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and (iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction of the materials that are required to be compacted, were in conformance with City approved plans and specifications.

By: Marilyn K. Schiveley 11-19-03  
Developer Date  
Marilyn K. Schiveley  
Name (printed)

Corporate Attest:

\_\_\_\_\_  
Name Date

City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

Pat Cent 3/24/04  
Community Development Dept. Date

6/13/2003

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY.  
USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

EXHIBIT A

Lot 1, Rump Subdivision as recorded in Plat Book 18, at Pages  
140-142, Mesa County, Colorado records.



## EXHIBIT B

## IMPROVEMENTS COST ESTIMATE

DATE: November 14, 2003  
 DEVELOPMENT NAME: Rocky Heights Subdivision  
 LOCATION: North of Riggs Hill on Riggs Way  
 PRINTED NAME OF PERSON PREPARING: Jana Gerow

Item	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	6 " PVC Sanitary Sewer Main (SDR-35)	LF	208	\$ 17.60	\$ 3,660.80
2	4 " PVC Sanitary Sewer Main (SDR-35)	LF	208	\$ 15.40	\$ 3,203.20
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services (Service Tap)	EA or LF	5	\$ 175.00	\$ 875.00
5	Sanitary Sewer Manhole	EA	2	\$ 1,700.00	\$ 3,400.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 550.00	\$ 550.00
8	Concrete Encasement	LF			\$ -
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 11,689.00</b>
<b>B. DOMESTIC WATER</b>					
1	8 " PVC Water Main (C-900)	LF	220	\$ 13.20	\$ 2,904.00
2	6 " PVC Water Main (C-900)	LF	40	\$ 10.00	\$ 400.00
3	3/4" PVC Water Main (Copper)	LF	160	\$ 10.50	\$ 1,680.00
4	8 " Gatevalve (Fitting & TB)	EA	3	\$ 275.00	\$ 825.00
5	" Gatevalve (Meter Pit)	EA	5	\$ 110.00	\$ 550.00
6	" Gatevalve (Final water valve boxes)	EA	1	\$ 275.00	\$ 275.00
7	Water Services (Pigtail)	EA or LF	55	\$ 4.40	\$ 242.00
8	Connect to Existing Water Line	EA	1	\$ 300.00	\$ 300.00
9	Fire Hydrant with Valve	EA	1	\$ 2,200.00	\$ 2,200.00
10	Utility Adjustments (Service Tap)	EA	5	\$ 175.00	\$ 875.00
11	Blowoff	EA	1	\$ 385.00	\$ 385.00
					\$ -
					\$ -
					\$ -
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 10,636.00</b>

Item	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C1</b>	<b>STREETS</b>				
1	__" PVC Utility/Irrigation sleeves	LF			\$ -
2	__" PVC Utility/Irrigation sleeves	LF			\$ -
3	Reconditioning	SY	1340	\$ 2.50	\$ 3,350.00
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (6" & 9" Compacted Thickness)	TN	675	\$ 17.25	\$ 11,643.75
6	Aggregate Base Course (Class 6) (__" Compacted Thickness)	SY			\$ -
7	Hot Bituminous Paving, Grading (__" thick)	TN	200	\$ 46.00	\$ 9,200.00
8	Hot Bituminous Paving, Grading (__" thick)	SY			\$ -
9	Hot Bituminous Paving, Patching (__" Thick)	SY			\$ -
10	Geotextile	SY			\$ -
11	Concrete Curb (__" Wide by __" High)	LF			\$ -
12	Concrete Curb and Gutter (2' wide)	LF			\$ -
13	Concrete Curb and Gutter (1.5' wide)	LF			\$ -
14	Monolithic, Vertical Curb, Gutter and Sidewalk (__' Wide)	LF			\$ -
15	Drive Over Curb, Gutter, and Sidewalk (2.5' Wide)	LF	924	\$ 11.50	\$ 10,626.00
16	Concrete Sidewalk (__' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section (__" Thick)	SY			\$ -
18	Concrete Drainage Pan (__' Wide, 6" Thick)	SF	168	\$ 4.50	\$ 756.00
19	Concrete Corner Fillet	SY			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner	SY			\$ -
22	Concrete Driveway (__" Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF			\$ -
25	Street Signs	EA			\$ -
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights	EA			\$ -
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, __", __" PVC	LF			\$ -
31	Ditch Section A-A	FT	500	\$ 15.00	\$ 7,500.00
32	Import Material	YD	972	\$ 12.50	\$ 12,150.00

Item	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C2 BRIDGES</b>					
					\$ -
1	Box Culvert Pre-Cast	LS			\$ -
2	Box Culvert Cast-in-Place	LS			\$ -
3	Wingwalls	LS			\$ -
4	Parapet Wall	LS			\$ -
5	Railing (handrail, guardrail)	LS			\$ -
					\$ -
					\$ -
<b>Subtotal Part C - Streets and Bridges</b>					<b>\$ 55,225.75</b>
<b>D1 EARTHWORK</b>					
1	Mobilization	LS	7	\$ 250.00	\$ 1,750.00
2	Clearing and Grubbing	AC or LS	1	\$ 1,000.00	\$ 1,000.00
3	Unclassified Excavation	CY			\$ -
4	Unclassified Embankment	YD	401	\$ 2.00	\$ 802.00
5	Silt Fence	LF	800	\$ 1.25	\$ 1,000.00
6	Watering (Dust Control)	AC or LS	1	\$ 1,000.00	\$ 1,000.00
<b>D2 REMOVALS AND RESETTING</b>					
1	Removal of Asphalt	SY			\$ -
2	Removal of Miscellaneous Concrete	SY			\$ -
3	Remove Curb and Gutter	LF			\$ -
4	Removal of Culverts	LF			\$ -
5	Remove Structures	EA			\$ -
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA			\$ -
9	Adjust Valvebox	EA			\$ -
10	Relocate or Adjust Utilities	LS			\$ -
<b>D3 SEEDING AND SOIL RETENTION</b>					
1	Sod	SY			\$ -
2	Seeding (Native)	SY or AC			\$ -
3	Seeding (Bluegrass/Lawn)	SY or AC			\$ -
4	Hydraulic Seed and Mulching	SY or AC			\$ -
5	Soil Retention Blanket	SY			\$ -


Item	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>D4</b>	<b>STORM DRAINAGE FACILITIES</b>				
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY			\$ -
2	24" RCP Storm Drain Pipe	LF	192	\$ 27.50	\$ 5,280.00
3	18" ADS Storm Drain Pipe	LF	263	\$ 21.00	\$ 5,523.00
4	24" ADS Storm Drain Pipe	LF	200	\$ 24.25	\$ 4,850.00
5	6" Perf Pipe	LF	200	\$ 11.00	\$ 2,200.00
6	" Storm Drain Pipe	LF			\$ -
7	" Flared End Section	EA			\$ -
8	" Flared End Section	EA			\$ -
9	48" Storm Drain Manhole	EA			\$ -
10	60" Storm Drain Manhole	EA			\$ -
11	72" Storm Drain Manhole	EA			\$ -
12	Manhole	EA	3	\$ 550.00	\$ 1,650.00
13	Connection to Existing MH	EA			\$ -
14	Single Curb Opening Storm Drain Inlet	EA			\$ -
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA			\$ -
17	Detention Area Outlet structure	EA	2	\$ 1,225.00	\$ 2,450.00
18	Rip-Rap D <sub>50</sub> = 5"8	EA	7	\$ 550.00	\$ 3,850.00
19	Sidewalk Trough Drain	EA			\$ -
20	Pump Systems including Electrical	LS			\$ -
20	Rip-Rap 8"29	EA	1	\$ 1,325.00	\$ 1,325.00
20	Culvert Outlet	EA	7	\$ 385.00	\$ 2,695.00
	<b>Subtotal Part D - Grading and Drainage</b>				<b>\$ 35,375.00</b>

Item	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>E1</b>	<b>IRRIGATION</b>				
1	Connect to Existing Pipe	LS		\$	-
2	" Irrigation Pipe	LF		\$	-
3	" Irrigation Pipe	LF		\$	-
4	Fittings and Valves	LS		\$	-
5	Services	EA		\$	-
6	Pump System and Concrete Vault	LS		\$	-
7	Irrigation Structure	EA		\$	-
8	Vacuum Relief and/or Air Release Valve	EA		\$	-
<b>E2</b>	<b>LANDSCAPING</b>				
1	Design/Architecture	LS		\$	-
2	Earthwork	CY		\$	-
3	Hardscape Features	LS		\$	-
4	Plant Material & Planting	LS		\$	-
5	Irrigation System	LS		\$	-
6	Curbing	LF		\$	-
7	Retaining Walls & Structures	LS		\$	-
8	1 Year Maintenance Agrmnt.	LS		\$	-
9	Topsoil			\$	-
				\$	-
				\$	-
<b>E</b>	<b>Subtotal Part E - Landscaping and Irrigation</b>			\$	-



Item	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>F.</b>	<b>Miscellaneous Items</b>				
1	Construction staking/surveying	%	2.00%		\$ 6,725.00
2	Developer's inspection cost	%			\$ 8,500.00
3	General construction supervsn	%			\$ 45,000.00
4	Quality control testing	%	2.00%		\$ 1,600.00
5	Construction traffic control	%			
6	City inspection fees	%	0.50%		\$ 550.00
7	As-builts	%	2.00%		\$ 8,800.00
<b>E</b>	<b>Subtotal Part F - Miscellaneous Items</b>				<b>\$71,175.00</b>
%% = Percentage of total site construction costs <b>G. COST SUMMARY</b>					
1	<b>Total Improvement Costs</b>				<b>\$ 184,100.75</b>
2	<b>City Security (20%)</b>				<b>\$ 36,820.15</b>
3	<b>Total Guarantee Amount</b>				<b>\$ 220,920.90</b>

**NOTES**

1. All prices shall be for items complete in place and accepted.
2. All pipe prices shall include excavation, pipe, bedding, backfill, and compaction.
3. Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere.
4. All concrete items shall include Aggregate Base Course where required by the drawings.
5. Fill in the pipe type for irrigation pipe and sleeves.
6. Reconditioning shall be calculated to at least 6" outside of back of walk on both sides.
7. Units can be changed if desired, simply annotate what is used.
8. Additional lines or items may be added as needed.

 11-19-03  
 Signature of Developer Date  
 (If corporation, to be signed by President and attested to by Secretary together with the corporate seals.)

I have reviewed the estimated costs and time schedule shown above and, based on the construction drawings submitted to date and the current cost of construction, I take no exception to the above.

 2-17-04  
 City Development Engineer Date  
 3/24/04  
 Community Development Date

**DISBURSEMENT AGREEMENT  
(Improvements Guarantee)**

**DEVELOPER:** Rocky Heights Development, LLC  
Marilyn K. Schiveley, Managing Member

**BANK:** Bank of Colorado, Liz Smith

**PROPERTY:** Lot 1, Rump Subdivision  
Mesa County, Colorado

**DISBURSEMENT AMOUNT:** For the construction of improvements to the Property in an amount not to exceed \$220,921.00.

This Agreement is entered into by and between Rocky Heights Development, LLC ("Developer"), Bank of Colorado ("Bank") and the City of Grand Junction, Colorado ("City").

**RECITALS**

Developer has been required by the City to construct certain improvements to Riggs Way ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to loan funds to the Developer for construction of the Improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$220,921.00, whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

**NOW, THEREFORE, THE PARTIES AGREE:**

**1. BANK PROMISES.** Bank shall dedicate or set aside the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

**2. DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Improvements Agreement, the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike

manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

**3. DEVELOPER CONSENT:** The Developer, by the signature of Marilyn K. Schiveley, Managing Member (name & title), consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

**4. LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorneys fees.

**5. BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

**DISBURSEMENT AGREEMENT**



6. IMMUNITY: Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

Dated this <sup>th</sup> 26 day of January, 2004

(BANK) Bank of Colorado

By: [Signature]  
Title Credit Officer  
Address 200 Grand Avenue, Grand Jct CO 81501

(DEVELOPER)

By: [Signature]  
Title member, Rocky Heights Development LLC  
1356 Lowell Ct.  
Address GRAND JCT CO 81508

CITY OF GRAND JUNCTION

By: [Signature] 3/24/04  
Director of Community Development

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Rocky Heights Subdivision, LLC Developer, Bank of Colorado as Bank, and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

DEVELOPER:

Marilyn K. Schiveley  
(name)

[Signature]  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

DEVELOPER'S GENERAL CONTRACTOR:

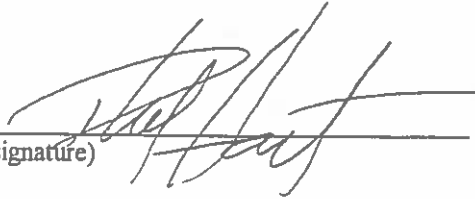
Brian Harris  
(name)

[Signature]  
(signature)

(page 4 of 4)

DEVELOPER'S PROJECT ENGINEER:

(name) PHIL HART

(signature) 

DEVELOPER'S ARCHITECT:

(name) \_\_\_\_\_

(signature) \_\_\_\_\_

CITY ENGINEER:

(name) RICK DORRIS

(signature) 

file Name: disburak  
September 18, 2003

DISBURSEMENT AGREEMENT

## **MAINTENANCE GUARANTEE**

**1. Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are Rocky Heights Development, LLC ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

**2. Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

## **RECITALS**

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as Rocky Heights Subdivision has been reviewed and approved under Community Development file #FP-2003-074 and as necessary or required to construe this guarantee, that file(s) is incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

## **DEVELOPER'S OBLIGATION**

**3. Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

**4. Security:** To secure the performance of its obligations the Developer is required to post security in an amount of \$36,820 (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

**5. Standards:** The Developer shall maintain the Improvements according to the standards and specifications required by the City or as otherwise established by the City Engineer.

**6. Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

**7. Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this guarantee. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after acceptance of the Improvements.

**8. Notice of Defect/Default:** The City shall provide timely notice to the Developer whenever routine inspection reveals that an Improvement and/or maintenance of the same does not conform to City standards and any specifications approved or required in or by the development or that an Improvement(s) is otherwise defective.

8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective

two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

**9. Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12 months from the date of acceptance of the Improvements.

**10. Funds:** Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

**11. Defect/Default Events:** The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

11c. Developer's failure to maintain security in a form and amount required/provided by this guarantee.

11d. As provided herein the City shall provide written notice to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

**12. Measure of Cost/Expenses:** The measure of costs and or expenses chargeable by the City under this guarantee will be the reasonable cost of satisfactorily repairing and/or replacing the Improvements plus reasonable City administrative expenses (in the amount of 20% of the repair, replacement and/or warranty work) all of which may exceed the amount of the security provided for in paragraph 4. The amount of the security provided for in paragraph 4 does not set, limit, establish or provide the Developer's maximum financial obligation.

12a. City administrative expenses for which the Developer is obligated to pay include but are not limited to personnel costs, including benefits, overtime, callback, standby and other extraordinary compensation, materials, equipment, third-party contracting costs, collection costs and the value of engineering, legal and administrative staff time devoted to the repair and/or replacement of the Improvements and/or enforcement of this guarantee and all initial warranty(ies) or guarantee(s) assigned to the City by the Developer.

**13. City's Rights:** When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

**14. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this guarantee. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this guarantee except where such suit is brought by the Developer against the City. The Developer is, however, not an agent or employee of the City.

**15. No Waiver:** No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any defect or default under this guarantee be deemed a waiver of any subsequent defect(s) or default(s) of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any defect(s), defaults(s) or Improvement(s).

**16. Amendment or Modification:** The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

**17. Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

**18. Integration:** This guarantee, together with the exhibits and attachments thereto constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

**19. Third Party Rights:** No person or entity who or which is not a party to this agreement will have any right of action under this agreement.

**20. Severability:** If any part, term or provision of this guarantee is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the right of the parties will be construed as if the part, term or provision was never part of the agreement.

**21. Benefits:** The benefits of this agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this agreement are

personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

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

If to Developer:	<u>Marilyn K. Schiveley</u>	Name
	<u>Rocky Heighs Development, LLC</u>	Developer/Company
	<u>9336 Lovewell Court</u>	Address (Street & Mailing)
	<u>Elk Grove, CA 95758</u>	City, State & Zip Code
	<u>( 916 ) 684-8577 (phone)</u>	Telephone & Fax Numbers
	<u>( 916 ) 684-7961 (fax)</u>	
	<u>schiveley@comcast.net</u>	E-mail

If to City: Office of the City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Cc: Public Works and Utilities Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**23. Recordation:** Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

**24. Immunity:** Nothing contained in this agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

**25. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this agreement whether arising out of or relating to the agreement, will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.



By:

Marilyn K. Schiveley

11-19-03

Developer

Date

Name (printed): Marilyn K. Schiveley

Title (position): Managing Member, Rocky Heights Development, LLC

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

City of Grand Junction

\_\_\_\_\_  
Project Planner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dept. of Public Works and Utilities

\_\_\_\_\_  
Date

GUARANTEE2003  
6/13/2003

## MAINTENANCE GUARANTEE

1. **Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are Rocky Heights Development, LLC ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

2. **Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

## RECITALS

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as Rocky Heights Subdivision has been reviewed and approved under Community Development file #FP-2003-074 and as necessary or required to construe this guarantee, that file(s) is incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

## DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

4. **Security:** To secure the performance of its obligations the Developer is required to post security in an amount of \$36,820 (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

5. **Standards:** The Developer shall maintain the Improvements according to the standards and specifications required by the City or as otherwise established by the City Engineer.

6. **Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

7. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this guarantee. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after acceptance of the Improvements.

8. **Notice of Defect/Default:** The City shall provide timely notice to the Developer whenever routine inspection reveals that an Improvement and/or maintenance of the same does not conform to City standards and any specifications approved or required in or by the development or that an Improvement(s) is otherwise defective.

8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective

two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

9. **Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12 months from the date of acceptance of the Improvements.

10. **Funds:** Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

11. **Defect/Default Events:** The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

11c. Developer's failure to maintain security in a form and amount required/provided by this guarantee.

11d. As provided herein the City shall provide written notice to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

**12. Measure of Cost/Expenses:** The measure of costs and or expenses chargeable by the City under this guarantee will be the reasonable cost of satisfactorily repairing and/or replacing the Improvements plus reasonable City administrative expenses (in the amount of 20% of the repair, replacement and/or warranty work) all of which may exceed the amount of the security provided for in paragraph 4. The amount of the security provided for in paragraph 4 does not set, limit, establish or provide the Developer's maximum financial obligation.

12a. City administrative expenses for which the Developer is obligated to pay include but are not limited to personnel costs, including benefits, overtime, callback, standby and other extraordinary compensation, materials, equipment, third-party contracting costs, collection costs and the value of engineering, legal and administrative staff time devoted to the repair and/or replacement of the Improvements and/or enforcement of this guarantee and all initial warranty(ies) or guarantee(s) assigned to the City by the Developer.

**13. City's Rights:** When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

**14. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this guarantee. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this guarantee except where such suit is brought by the Developer against the City. The Developer is, however, not an agent or employee of the City.

**15. No Waiver:** No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any defect or default under this guarantee be deemed a waiver of any subsequent defect(s) or default(s) of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any defect(s), default(s) or Improvement(s).

**16. Amendment or Modification:** The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

**17. Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

**18. Integration:** This guarantee, together with the exhibits and attachments thereto constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

**19. Third Party Rights:** No person or entity who or which is not a party to this agreement will have any right of action under this agreement.

**20. Severability:** If any part, term or provision of this guarantee is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the right of the parties will be construed as if the part, term or provision was never part of the agreement.

**21. Benefits:** The benefits of this agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this agreement are

personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

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

If to Developer:	<u>Marilyn K. Schiveley</u>	Name
	<u>Rocky Heights Development, LLC</u>	Developer/Company
	<u>9336 Lovewell Court</u>	Address (Street & Mailing)
	<u>Elk Grove, CA 95758</u>	City, State & Zip Code
	<u>( 916 ) 684-8577 (phone)</u>	Telephone & Fax Numbers
	<u>( 916 ) 684-7961 (fax)</u>	
	<u>schiveley@comcast.net</u>	E-mail

If to City: Office of the City Attorney  
250 North 5th Street  
Grand Junction, CO 81501

Cc: Public Works and Utilities Department  
250 North 5th Street  
Grand Junction, CO 81501

**23. Recordation:** Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

**24. Immunity:** Nothing contained in this agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

**25. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this agreement whether arising out of or relating to the agreement, will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

By: Marilyn K. Schiveley  
Marilyn K. Schiveley  
Developer

7-27-04 <sup>rnks.</sup>  
11-19-03  
Date

Name (printed): Marilyn K. Schiveley

Title (position): Managing Member, Rocky Heights Development, LLC  
Attest:

N/A  
Secretary

\_\_\_\_\_  
Date

City of Grand Junction  
Pat Cui  
Project Planner

11/4/04  
Date

Kuboris  
Dept. of Public Works and Utilities

11-2-04  
Date

GUARANTEE2003  
6/13/2003





### IRREVOCABLE LETTER OF CREDIT

City of Grand Junction  
c/o Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Irrevocable Letter of Credit No. 2689002501

Dated: September 22, 2004

Expiration: September 15, 2005 subject to the automatic extensions stated below

Dear Sirs:

We hereby establish our Irrevocable Letter of Credit No. 2689002501 in favor of the City of Grand Junction at the request of and for the account of Rocky Heights Development, LLC, a Colorado Limited Liability Company (Developer) in the amount of Thirty-Six Thousand Eight Hundred Twenty and 15/100 (\$36,820.15) U.S. dollars.

This Letter of Credit is subject to the following terms and conditions:

- 1) it is effective upon signature
- 2) it expires on September 15, 2005 subject to the automatic extensions discussed below;
- 3) this Letter of Credit is available by sight draft(s) drawn and marked "Drawn under Bank of Colorado (Bank) Letter of Credit No. 2689002501 dated September 22, 2004";
- 4) this Letter of Credit is established for the use and benefit of the City of Grand Junction by reason of the Rocky Heights Development, LLC, (Developer) being obligated to pay or perform in accordance with the provisions of the Grand Junction Zoning and Development Code;
- 5) the following statement signed by an authorized designee of the City of Grand Junction must accompany the sight draft;
- 6) "Rocky Heights Development, LLC, (Developer) has failed to comply with the terms, conditions, provisions and requirements of the Grand Junction Zoning and Development Code and/or plans, specifications or agreements relating to the construction of improvements required by the City of Grand Junction. The monies received from this drawing are required to construct those improvements. The City of Grand Junction therefore requests the payment of \$ \_\_\_\_\_."
- 7) It is a condition of this Letter of Credit that it will be automatically extended for a period of six (6) months from the present or any future expiration date unless; (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full or (c) the Bank notifies the City of Grand Junction at 250 N. 5<sup>th</sup> Street Grand Junction, CO 81501, by certified

200 Grand Avenue  
P.O. Box 968  
Grand Junction  
Colorado 81502  
Tel (970) 245-1600  
Fax (970) 245-9530

2903 F Road  
Grand Junction  
Colorado 81504  
Tel (970) 245-1600  
Fax (970) 263-2101

1.

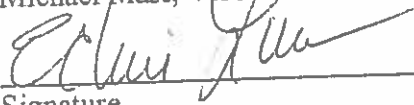
mail return receipt requested, at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit.

- 8) except as stated above no modifications or revocations may be made by the undersigned to this Letter of Credit without the express written approval of the City's Director of Community Development or his designee;
- 9) this Letter of Credit is neither negotiable nor assignable;
- 10) partial drawings are permitted;
- 11) we hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit;
- 12) except as otherwise stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) and to the extent that it does not conflict with Article 5 of the Uniform Commercial Code of the State of Colorado



Signature

Michael Mast, Vice President



Signature

E. Chris Launer, President

**RECORDING MEMORANDUM**  
**Exhibit D**  
City of Grand Junction  
Community Development Department Community Development  
File: #FP-2003-074

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado. The Agreement is by and between Rocky Heights Development, LLC (Developer) and the City of Grand Junction (City) pertaining to Rocky Heights Subdivision (Project), located North of Riggs Hill on Riggs Way.

(Subject subdivision is more particularly depicted and described in the recording found at Plat Book 3624, Pages 500,501,502

The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file # FP-2003-074.

The Developer and the City of Grand Junction by and through the signatures of the undersigned have determined and agreed to the type, quality and amount of improvements required and/or necessitated by the approval of the Project and that the improvements are guaranteed by and through the Development Improvements Agreement and /or Maintenance Guarantee. Furthermore, the Developer and the City agree that the Development Improvements Agreement and/or Maintenance Guarantee are contractual in nature and that the obligations under the Development Improvements Agreement and/or Maintenance Guarantee shall not be assigned except as provided in the agreement(s).

**By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the Developer are on notice of the Developer's obligations under the agreement(s).**

NOW THEREFORE, the Developer and an official of the City of Grand Junction, both possessing and representing by their signatures that they possess sufficient authority, do hereby memorialize the relative, rights and obligations contained in the Development Improvement Agreement and/or Maintenance Guarantee herein characterized.

**DEVELOPER:**  
By: Marilyn K. Schiveley 11-19-03  
Date  
(Print Name) Marilyn K. Schiveley, Managing Member, Rocky Heights Development, LLC

**CITY OF GRAND JUNCTION:**

In accordance with the above, I hereby certify that the Development Improvement Agreement and/or Maintenance Guarantee are made of record by this memorandum and that the same may be inspected and/or copied at the City of Grand Junction, Community Development Department, 250 N. 5th Street, Grand Junction-Colorado.

Pat Cecil 3/24/04  
Community Development Department Date

SPECIAL WARRANTY DEED

THIS DEED, made this 26<sup>th</sup> day of February, 2004, between ROCKY HEIGHTS DEVELOPMENT, LLC, a Colorado limited liability company, of the County of Mesa, State of Colorado, grantor, whose legal address is 222 Easter Hill Drive, Grand Junction, CO 81503-1175, of the County of Mesa, State of Colorado, and THE MUSEUM OF WESTERN COLORADO, INC., a Colorado non-profit corporation, whose legal address is 4<sup>th</sup> and Ute, Grand Junction, CO 81501, grantee(s):

WITNESS, that the grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantee(s), its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of Colorado, described as follows:

A non-exclusive easement for pedestrian access purposed over and across that property depicted as "variable width pedestrian easement" on the plat of Rocky Heights Subdivision, as recorded in Mesa County, Colorado Records, in Plat Book 3624 at Pages 500 and 501, 502.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its heirs and assigns forever. And the grantors, for themselves, their heirs and personal representatives do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

ROCKY HEIGHTS DEVELOPMENT, LLC, a Colorado limited liability company

By Marilyn K. Schiveley  
Marilyn K. Schiveley, Managing Member

STATE OF California )  
 ) ss.  
COUNTY OF Sacramento )

The foregoing instrument was acknowledged before me this 26 day of Feb, 2004, by Marilyn K. Schiveley, Managing Member of Rocky Heights Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My Commission Expires: \_\_\_\_\_

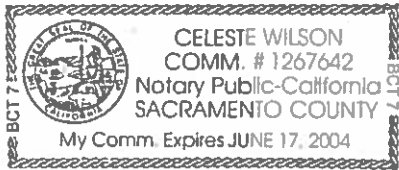
See California Notary Attachment  
Notary Public  
for proper wording.  
Alfred Wilson

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Sacramento } ss.

On Feb. 26, 2004 before me, Celeste Wilson / Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Marilyn K. Schiveley  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Celeste Wilson  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Special Warranty Deed

Document Date: \_\_\_\_\_ Number of Pages: 1

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



REVIEWED AFTER RECORRING  
BY COMMUNITY DEVELOPMENT

2/14

Initials

Return to:

City of Grand Junction

Community Development Dept.

File #: FP 2003-074

Planner: Leire Coy

### SPECIAL WARRANTY DEED

THIS DEED, made this 26<sup>th</sup> day of February, 2004, between ROCKY HEIGHTS DEVELOPMENT, LLC, a Colorado limited liability company, of the County of Mesa, State of Colorado, grantor, and ROCKY HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation, whose legal address is 222 Easter Hill Drive, Grand Junction, CO 81503-1175, of the County of Mesa, State of Colorado, grantee(s):

WITNESS, that the grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantee(s), its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of Colorado, described as follows:

Tract A of Rocky Heights Subdivision, according to the plat thereof, as recorded in Mesa County, Colorado Records, in Plat Book 3624 at Pages 500 and 501, 502, for (a) the conveyance or storage of storm water through natural or manmade facilities above or below ground; (b) the maintenance and repair of the systems; and (c) the use by the City and any water provider for the installation, operating, maintenance and repair of storm water facilities.

Together with Drainage easements as perpetual easements for the installation operation maintenance and repair of drainage systems and to supply and drain water, all as reflected in the plat of Rocky Heights Subdivision described above and subject to Covenants, conditions or restrictions for the Rocky Heights Subdivision, as recorded in Book 3624, Page 510, Mesa County, Colorado.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its heirs and assigns forever. And the grantors, for themselves, their heirs and personal representatives do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

ROCKY HEIGHTS DEVELOPMENT, LLC, a Colorado limited liability company

By Marilyn K. Schiveley  
 Marilyn K. Schiveley, Managing Member

STATE OF California )  
 ) ss.  
 COUNTY OF Sacramento )

The foregoing instrument was acknowledged before me this 26 day of Feb., 2004, by Marilyn K. Schiveley, as Managing Member of Rocky Heights Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
 My Commission Expires: \_\_\_\_\_

De California Notary Attachment  
 Notary Public  
for proper wording.  
John Wilson

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

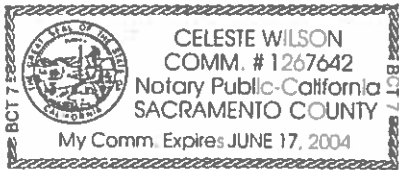
State of California

County of Sacramento } ss.

On Feb. 26, 2004 before me, Celeste Wilson / Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Marilyn K. Schiveley  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
Celeste Wilson  
Signature of Notary Public

**OPTIONAL**

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Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





REVIEWED AFTER RECORDED  
BY COMMUNITY DEVELOPMENT

BJ

Initials

Return to:

City of Grand Junction  
Community Development Dept.

File #: FP-2003-074

Planner: Steve Cox

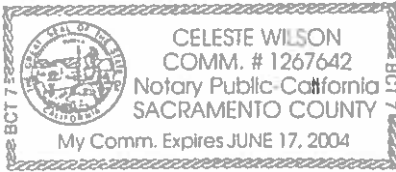
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County of Sacramento } ss.

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WITNESS my hand and official seal.  
Celeste Wilson  
Signature of Notary Public

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- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here



REVIEWED AFTER RECORDATION  
BY COMMUNITY DEVELOPMENT

JA  
Initials

Return to:

City of Grand Junction  
Community Development Dept.

File #: FP-2003-074

Planner: Shirley Coy

SPECIAL WARRANTY DEED

THIS DEED, made this 26<sup>th</sup> day of February, 2004, between ROCKY HEIGHTS DEVELOPMENT, LLC, a Colorado limited liability company, of the County of Mesa, State of Colorado, grantor, whose legal address is 222 Easter Hill Drive, Grand Junction, CO 81503-1175, of the County of Mesa, State of Colorado, and GRAND VALLEY AUDUBON SOCIETY, INC., a Colorado non-profit corporation, whose legal address is 337 25-3/4 Road, Grand Junction, CO 81503, grantee(s):

WITNESS, that the grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantee(s), its heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Mesa, and State of Colorado, described as follows:

Tract B according to the plat of Rocky Heights Subdivision, as recorded in Mesa County, Colorado Records, in Plat Book 3624 at Pages 500 and 501, 502

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its heirs and assigns forever. And the grantors, for themselves, their heirs and personal representatives do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

SUBJECT, HOWEVER, to the following covenants and restrictions:

1. The property shall be used for wildlife and nature observation purposes only.
2. No motorized vehicles, bicycles or other forms of transportation with wheels (except strollers and wheel chairs) shall be permitted on any portion of the property.
3. A pedestrian foot path may be constructed of native materials on that portion of Tract B depicted as "Variable Width Pedestrian Easement" on the plat to Rocky Heights Subdivision ("Pedestrian Easement"). Other access to the property shall be limited to pedestrian ingress/egress as determined by Grand Valley Audubon Society, Inc.
4. A small observation structure may be constructed and placed within the Pedestrian Easement. The plans and specifications for the structure and any modification of the structure must be reviewed and approved by the architectural control committee of Rocky Heights Homeowners Association, Inc. and the City of Grand Junction. The structure shall be constructed and placed in accordance with the City's Zoning and Development Code.

5. Except for the foot path and observation structure described in paragraphs 3 and 4 above, no trails or paths shall be constructed except for foot paths created over time from regular use; no buildings, structures or improvements shall be made, constructed, or placed on the property and no activity shall be permitted which would unreasonably disturb the surface of the property. No subsurface disturbance of the property shall occur.
6. Neither the property nor any interest in the property may be sold, conveyed or encumbered without the express written consent of Rocky Heights Homeowners Association, Inc., which consent shall not be unreasonably withheld.
7. In the event of the dissolution of Grand Valley Audubon Society, Inc., Rocky Heights Homeowners Association, Inc., or in the event it no longer exists, a majority of the lot owners in Rocky Heights Subdivision shall have the right to designate another qualified charitable entity to receive distribution of the property, subject to approval of the City of Grand Junction.
8. These covenants and restrictions are real covenants and are for the benefit of the owners of lots within Rocky Heights Subdivision and the Rocky Heights Homeowners Association, Inc. The covenants and restrictions may be enforced by the Rocky Heights Homeowners Association, Inc. and any lot owner within Rocky Heights Subdivision.
9. The terms and conditions contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

ROCKY HEIGHTS DEVELOPMENT, LLC, a Colorado limited liability company

By Marilyn K. Schiveley  
Marilyn K. Schiveley, Managing Member

STATE OF California )  
 ) ss.  
COUNTY OF Sacramento )

The foregoing instrument was acknowledged before me this 26 day of Feb, 2004, by Marilyn K. Schiveley, Managing Member of Rocky Heights Development, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

See California Notary Attachment.  
Notary Public  
for proper wording.  
Dee Wilson

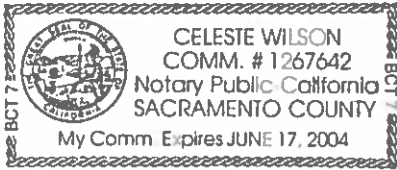
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Sacramento } ss.

On Feb. 26, 2001 before me, Celeste Wilson Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Marilyn K. Schireley  
Name(s) of Signer(s)

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Celeste Wilson  
Signature of Notary Public

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Signer's Name: \_\_\_\_\_  
 Individual  
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 Partner —  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



REVIEWED AFTER RECOMMENDATION  
BY COMMUNITY DEVELOPMENT

PH  
Initials

Return to:  
City of Grand Junction  
Community Development Dept.  
File #: FP-2003-074  
Planner: Sain Corp

**Amended Architectural and Landscaping Design Guidelines  
for use by homeowners, design professionals and builders  
in Rocky Heights Subdivision**

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04/06/2004 03:05 PM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$60.00 SurChg \$1.00

**I. INTRODUCTION**

**A. Purpose and Intent**

The purpose and intent of the architectural and landscaping guidelines is to provide homeowners, design professionals and builders with a guide in designing homes and landscapes within the Rocky Heights Subdivision that promotes a pleasing, predictable and friendly environment in which to live. These guidelines provide a clear statement, which gives the designer the overall expectations of the architectural committee while allowing creativity in the overall designs. The outcome of the use of these guidelines will be a subdivision in which the homes are well designed, fit in the environment and which blend into a pleasing and aesthetically exciting collection of residences.

Additionally, the physical requirements of the building materials promote the expected quality of the homes within the subdivision. Materials, which are approved within these guidelines, have been chosen with high quality standards and are expected in this subdivision. It is the desire of Rocky Heights Development, LLC to promote quality homes and give homeowners the ability to predict the overall architectural aesthetics of the subdivision prior to its build out.

**B. Amendments and Supplements**

The Rocky Heights Subdivision architectural guidelines may occasionally be supplemented or amended by the Declarant or the Rocky Heights Homeowner's Association, Inc. (HOA) at its sole discretion. These guidelines supercede those guidelines recorded in Book 3482 at Page 21, Mesa County, Colorado.

**II. OVERALL DESIGN THEME**

The Rocky Heights Subdivision is located in a high desert valley surrounded by rocky hills with rock outcroppings. The area is open to vistas of the Colorado National Monument to the west. It is the desire of the developer to create dwellings and landscapes, which blend harmoniously with the existing natural environment. The natural beauty of Rocky Heights Subdivision suggests preservation of the high desert environment and encourages architectural designs that blend with the site and climactic conditions.

The colors and materials used must blend with the natural environment both in color and texture.

Structures should "hug the existing grade", not be built up above the existing grade.

Dwelling and Landscape should minimally impact the views from other sites.

Site design should require minimal grading and protection of no-build areas.



Structure should be stair-stepped on the natural topography, not cut into it.

Indigenous high desert architectural designs rather than non-native architectural themes should be used.

Landscape shall be designed using xeriscape principles that support natural climactic conditions.

Overall scale shall be oriented towards pedestrians rather than automobiles.

### III. DRAINAGE AND SITING

#### A. Site Drainage and Grading

Site drainage and grading will be done with minimum disruption to the Lot and shall neither drain to adjoining Lots (unless approved by the Architectural Control Committee ("ACC")) nor cause a condition that could lead to soil erosion on the Lot and/or on Tract A.

Natural drainage ways as shown on plat map must be preserved and used for developed drainage from the site.

Driveways should follow the existing topography and not require large cuts and fills. In general the driveway access from the street should be no wider than 12 feet. Garage pads should not exceed the width of the garage.

Erosion control is vital during construction. Temporary barriers and drainage structures should be used to prevent damage to site and adjoining property during construction or later as needed.

#### B. Siting

Siting of the dwelling and landscape should be done with the general topography and existing landscape in mind. Every effort shall be made to maximize the views for all sites.

No grading or vegetation removal shall take place outside the building envelope on any Lot. Any alteration to these limits of disturbance will need the approval of the ACC. No disturbance shall take place in the area outside the building envelope. "No disturbance" is defined as no construction, no grading, no landscaping, no additions, no improvements, no fencing and no alteration of any kind to the surface or the subsurface of the area.

### IV. ARCHITECTURAL STANDARDS

#### A. Architectural Standards and Guidelines

In order to attain the highest quality of development and construction and to ensure lasting value, it is to the benefit of all Owners within Rocky Heights Subdivision to have architectural standards. These standards create harmony of exterior design, color and location of all improvements having consideration for existing topography and finished grade elevation. These architectural guidelines have been adopted by the ACC and are intended to provide owners with the greatest opportunity for individual freedom of design and style while maintaining quality and harmony within Rocky Heights Subdivision.

#### B. Building Setbacks and Minimums

All lot corner pins are set to establish dimensions for the required building setbacks. Specific building envelope requirements must be adhered to as identified on the Recorded Plat and building Envelope Plan for Rocky Heights Subdivision.

No principal Dwelling shall be nearer than fifty (50) feet to any other principal Dwelling on an adjacent Lot.

All Dwellings are required to have attached covered garages to accommodate a minimum of two (2) cars and a maximum of four (4) cars.

The total living area of any main structure shall be a minimum of 2,000 square feet for single-story dwellings with a minimum of 1,800 square feet on the main level for two-story dwellings, excluding open porches, garages. On two-story dwellings, the second floor shall be no more than 70% of the first floor footprint. All measurements shall be on the outside dimension of the walls.

#### C. Geotechnical Requirements

Prior to commencement of any construction of any improvements on any Lot, the owners shall have the foundation for the improvement designed by a licensed Colorado Professional Engineer based upon a site-specific subsurface geologic investigation. The purpose of the site-specific subsurface geologic investigation shall be for evaluation of the surface and subsurface geologic conditions of the lot. The investigation shall determine the measures necessary to mitigate, if any, unsuitable or potentially dangerous geologic conditions. Those mitigation measures shall be incorporated into the foundation design. The licensed professional engineering report shall be submitted to the ACC for review and approval. The ACC shall have thirty (30) working days to review it, and no construction shall commence without written approval by the ACC or the engineer hired by the ACC.

#### D. Roofs and Patio Structures

The roofs shall have a minimum pitch of 3 in 12 and a maximum pitch of 6 in 12 except for flat roofs approved by the ACC. Roof materials shall be covered with concrete tile, slate or built-up roofs where approved by the ACC. Wood or asphalt shingles are not allowed. All patio

structures installed shall blend with and complement the principal Dwelling. No aluminum, fiberglass or plastic patio roofs shall be allowed.

#### E. Building height

Height restrictions will be thirty-two (32) feet. Building height means the maximum possible distance measured from the first finished floor elevation to the highest possible point of a structure except that chimneys, flues, vents or similar structures may extend two (2) feet above the specified maximum height limit subject to ACC review. The ACC discourages and has the right to prohibit the construction of any Dwelling or other structure, which would appear excessive in height when, viewed from the roads, drives or other Lots.

#### F. Color

The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Subdued earth tones are recommended, however, occasional accent colors used judiciously and with restraint may be permitted including on clad windows and entry doors. No bright colors will be allowed. The use of white is discouraged and shall be used only by approval of the ACC. One color each for field and trim is encouraged. Colors that unduly contrast with the surrounding landscape may be prohibited by the ACC.

#### G. Materials - Exterior Surfaces

Exterior surfaces will be generally of natural materials that blend and are compatible with the natural landscape. Reflective materials and surfaces are prohibited including "heat Mirror glass". Low "E" glass is allowed. Masonite, vinyl and steel siding are prohibited.

Exterior materials of stone, smooth stucco or weathered brick or no more than 30% natural wood shall be encouraged. Imported materials such as precision brick, clapboards and shingles are inappropriate building materials for Rocky Heights Subdivision.

#### H. Accessory Buildings

Detached accessory buildings are allowed within the building envelope of each Lot with approval by the ACC. Construction and roof materials shall be the same as that of the house and shall be a maximum total height of eight (8) feet. In the event the accessory structure is attached to and incorporated in the principal Dwelling, the height may exceed the eight-foot limitation subject to ACC approval. No pre-built sheds will be allowed.

#### I. Fencing

In general, fences are discouraged. Open space is the guiding principle within Rocky Heights Subdivision to create a country feeling and preserve natural views. All fencing shall be reviewed and approved by ACC before any fence is constructed. Whenever possible, it is

encouraged that plant materials be incorporated into the fencing scheme. All fences shall be constructed in a professional manner and shall be properly maintained.

All side fences shall be set back at least five (5) feet farther away from the street than the Dwelling unit.

For side lot fencing (type one), the approved prototype is split rail wood, 4" X 4" wood posts with 4" X 3" or X2" wood rails, maximum height of 4 feet. Black welded-wire meshing shall be used in conjunction with prototype fencing for pet containment.

All privacy and screening fences (type two) including ornamental types (e.g. stucco, weathered stone walls, wrought-iron, or wood railing described in type one) shall be no taller than 6 feet and within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling unless specific written permission is given by the ACC for a variance. In determining whether permission should be given, the ACC shall consider the topography, vegetation and desires of the neighborhood privacy. No fencing shall be placed in the "no disturbance" zone.

No vinyl, chain link, wrought iron, or solid wood fences are allowed.

#### J. Trash and Trash Enclosures

No permanent trash enclosures (for example, dumpsters) shall be allowed on lots after completion of construction. No dumping is allowed on adjacent properties in Rocky Heights Subdivision during construction period.

A temporary trash container shall be required for construction waste and shall be properly maintained during the entire construction period.

#### K. Building Projections

Every attempt shall be made to limit mechanical roof projections to the rear portion of the dwelling away from the street view.

All projections including, but not limited to, evaporative coolers and covers, heating/air conditioning units, chimney flues, vents, gutters, photovoltaic cells, downspouts, utility boxes, porches, railings and exterior stairways shall be painted to match the color of the surface from which they project, or shall be an approved color.

Any building eave projections cannot exceed more than two and one-half (2 1/2) feet beyond setback restrictions. All main entry porch setback encroachments shall be subject to the City of Grand Junction regulations.

The top surface of all evaporative coolers, heating/air conditioning, photovoltaic cells, humidifiers and other similar equipment shall be below the ridge line of the roof supporting such equipment and shall be located on the rear portion of the Dwelling absent from street view.

When technically constrained, the ACC may grant a variance.

#### L. Garages and Driveways

Visual impact of garage doors shall be minimized by such measures as, but not limited to, siting of the Dwelling, garage orientation on the structure, protective overhangs, projections, special door facing materials, color and/or landscaping. If a three-car garage is planned, a minimum building offset of three (3) feet shall be required between the one (1) car bay and the balance of the garage area.

Since RVs, trailers, boats and other recreational vehicles are not allowed to be parked within public view on each Lot, the builder is advised to construct a garage to fit such items, as needed.

Garages should not be the focal point of the dwelling design. Orient garages so that the pedestrian entrance is the focal point of the design. It is suggested that garage doors be oriented with side access.

Each driveway shall have a surface constructed of colored earth-toned concrete. In general, driveways should be kept as narrow as possible and not exceed 10-12 feet in width where they connect to the public street. Driveways should follow the natural contours of the site.

#### M. Foundation Walls

Any exposed foundation walls shall be painted or finished to match the upper exterior field color of the Dwelling unit.

#### N. Exterior Mechanical Equipment

All exterior ground level mechanical equipment shall be either incorporated into the overall form of the Dwelling or be permanently screened from public view by vegetation, privacy fencing described in Part IV, Architectural Standards, Section I "Fencing", or in another way approved by the ACC.

#### O. Exterior Lighting

Decorative building lighting, including landscape lighting shall have lamps (bulbs) 60 watts less and no bulb shall be seen by the naked eye when viewed from the street or adjacent property. All exterior lighting shall be downlight type such as wall sconces. No flood lighting shall be allowed. In general, preservation of the dark sky and natural star viewing is desired at night.

### V. LANDSCAPE AND IRRIGATION

#### A. General Design

In general, the landscape design and construction shall use low water, xeriscape design principles. Rocky Heights Subdivision Architectural and Landscape Guidelines

ples. Plants should be either indigenous to the Grand Valley or be desert plants which are recommended for low water climates. See attached list of appropriate plantings (Appendix A).

## B. Irrigation

Rocky Heights Subdivision lots use city water for irrigation. The intent of Rocky Heights Development, LLC is to conserve water usage and blend with the high desert surroundings. Lawns are not allowed within the subdivision. The use of native grasses and ground covers are allowed rather than the use of turf or sod. It is strongly recommended that any areas of moderate watering, be placed downhill from the foundation and at least 10 feet from the foundation in any direction. Upslope irrigation can cause potential damage to the foundation of homes due to soil slippage in this area.

Drip versus spray irrigation is recommended.

## C. Landscaping

Landscaping plans must be prepared by a licensed landscape architect, designer or irrigation specialist based upon site-specific geotechnical report noted in Article VII, Section 8 of the Covenants, Conditions and Restrictions and submitted to the ACC within 12 months from issuance of a Certificate of Occupancy by the City of Grand Junction Building Department. These plans shall include a schedule of completion for not more than one year after approval.

Lot Owners are encouraged to make adequate provisions for landscaping and irrigation costs in their overall construction budget.

Lot Owners are required to comply with the following landscape requirements and shall incorporate the following xeriscape principles that are incorporated as part of these guidelines:

Use native, near-native and/or readily adaptable species of plant materials, which are relatively drought-tolerant. The judicious use of ornamentals is acceptable.  
Use existing or natural drainage paths as noted on the plat. Disruption of natural drainage patterns will not be allowed.

High desert trees and shrubs that do not block neighbor's views rather than chunky, broad, dense trees that require high water maintenance and may block views are strongly recommended.

Judicious use of rock will be allowed using native, natural colored rock that blends with the surroundings. No white rock or lava rock is allowed. Rock samples must be submitted with landscaping plans. Rock should be used along with the natural contour of the land and xeriscape plantings to accent the landscape design, not totally cover the lot. See attached list of approved plantings (Appendix A).

All attempts shall be made by the Owner to conserve and protect existing natural vegetation on the lot prior to and during construction.

Retaining walls shall be faced with the same masonry or stucco used on the exterior walls of the principal Dwelling.

## VI. SUBMITTAL REQUIREMENTS

The following is a summary of the architectural and landscape submittal requirements created by the ACC and governed by the Covenants, Conditions and Restrictions of Rocky Heights Development, LLC.

Submit two (2) complete sets of plans and specifications to the chairman of the Rocky Heights Subdivision ACC along with the attached application form in duplicate. Incomplete submissions will *not* be considered.

Consideration should be given to:

Consistent quality and use of exterior materials

Minimal grading of the site

Use of earth-toned exterior colors

A harmonic and integrated roofscape

The architectural plans and specification submitted should include:

Plot plan with Filing, Lot and block Numbers showing Lot layout, setbacks and building location.

Flow and manner of surface drainage.

Site plans showing building footprint and dimensions.

Roof plans showing pitch

Actual roof materials and color with sample

Exterior elevations showing doors, windows, garage door(s), finish materials, finished floor elevations, maximum height of the structure and dimensions and roof location of evaporative coolers, heating/air conditioning and other similar equipment.

All exterior material samples including masonry and trim materials, actual color chips (brand and color numbers) applied on materials to be used. A limit of one (1) color each for field and trim. (ACC will retain samples submitted for their records.)

Any other details or written descriptions, which would assist in understanding design features and components.

The landscaping plans should include:

Master landscape plans, planting plans, irrigation plans and any proposed landscape lighting plans prepared by a licensed landscape designer or irrigation specialist shall be submitted to the ACC within one year of issuance of certificate of occupancy. No landscape construction should begin until approval is given by the ACC. Any owner beginning landscaping work without approval may be asked to remove such work.

Once the plans and specifications are submitted, the ACC will approve or disapprove the plans in writing no later than thirty (30) days after submittal, provided that the plans are in accordance with the requirements outlined. Every attempt will be made to expedite the approval in a shorter period

Final written acceptance by the ACC for compliance of architectural guidelines and conditions of approval shall be required prior to the issuance of a Certificate of Occupancy on each Lot.

**NOTE:** All construction and improvements shall comply with rules and regulations of the City of Grand Junction and other regulatory entities and applicable building codes; nothing contained herein shall be construed to constitute a variance thereof.



## **Appendix A: List of approved plantings for high desert environments**

### **Deciduous Trees (Common Names)**

Cockspur Hawthorn  
Crimson Cloud Hawthorn  
New Mexico locust  
Pink Chitalpa  
Smoke Tree  
Toba Hawthorn  
Winter King Hawthorn

### **Evergreen Trees (Common Names)**

Bristlecone Pine  
One-seed juniper  
Pinion Pine  
Rocky Mountain juniper  
Wichita Juniper

### **Deciduous Shrubs (Common Names)**

All gold Scotch broom  
Apache Plume  
Black Sage  
Blue mist Spirea  
Club Prickly Pear  
Cliffrose  
Cliff Fendler brush  
Corymb Buckwheat  
Curleaf Mountain Mahogany  
Dwarf lead plant  
Dwarf blue rabbit brush  
Fern brush  
Four wing saltbrush  
Fremont Mahonia  
Fringed Sage  
Gardener's Saltbrush  
Great Basin sage  
Grow-Low fragrant sumac  
Hedgehog cactus  
Intricate Mountain Mahogany  
Leadplant  
Lewis mockorange

Rocky Heights Subdivision Architectural and Landscape Guidelines

Mat Salt Brush  
Mountain big sage  
Mormon tea  
Mountain Mahogany  
Native smooth sumac  
New Mexico privet  
Nuttal's Saltbrush  
Palisade green saltbrush  
Purple hedgehog  
Rabbit brush  
Roundleaf buffalo berry  
Sand sagebrush  
Scotch Broom  
Shadscale  
Silver King Artemisia  
Silver Sage  
Snakeweed  
Spiny hops bush  
Sunset cactus  
Three leaf sumac (Squawbush)  
Utah service berry  
Winter-fat

### **Evergreen shrubs (Common Names)**

Adams Needle yucca  
Blue Star Juniper  
Datil Yucca  
Mountain Lover  
Soapweed Yucca  
Waxflower

### **Perenials/Ground Covers (Common Names)**

Beargrass  
Big Bluestem  
Black-eyed Susan  
Blue Avena grass  
Blue Fescue  
Coreopsis  
Corsican Violet  
Coronation Gold Yarrow  
Crystal River Veronica  
Desert Evening Primrose

Desert four o'clock  
Double bubblemint  
Dwarf blanket flower  
Dwarf fountain grass  
Eaton's penstemon  
Elfin pink penstemon  
Fendler's sundrops  
Fountain grass  
Globe mallow  
Hardy pink ice plant  
Homestead purple verbena  
Huskers red penstemon  
Indian blanket flower  
La Veta Lace Geranium  
Lavender Hidcote  
Lewis' Flax  
Missouri evening primrose  
Moonbeam coreopsis  
Moonshine yarrow  
Northern Sea Oats  
Pink Pussytoes  
Pink Sunrose  
Poppy mallow  
Prince's Plum  
Purple maidengrass  
Purple threeawn  
Red Yucca  
Regal mist deergrass  
Rocky Mountain penstemon  
Russian sage  
Shale colombine  
Silver brocade sage  
Silver mound  
Siskiyou everblooming  
Small flowered penstemon  
Sulfur flower  
Sunset penstemon  
Tanager gazania  
Variegated moor grass  
Whipple's penstemon  
Waku Jima maidengrass

REVIEWED AFTER RECURSION  
BY COMMUNITY DEVELOPMENT

RL

Initials

Return to:

City of Grand Junction

Community Development Dept.

File #: FP-2003-074

Owner: Star Log

*This document needs to be amended.*

16 PAGE DOCUMENT

BOOK 3482 PAGE 33

2147976 09/12/03 1030AM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$80.00 SURCHG \$1.00

9/11/03

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ROCKY HEIGHTS ESTATES SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCKY HEIGHTS ESTATES SUBDIVISION ("Declaration") is made and entered into this 11<sup>th</sup> day of September, 2003, by Rocky Heights Development, LLC, hereinafter referred to as the "Declarant."

**RECITALS**

A. Declarant is the owner of certain real property situated in Mesa County, Colorado, known as Rocky Heights Estates Subdivision, according to the plat thereof recorded at Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in Mesa County, Colorado, all as more specifically described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. Declarant desires to subject and place upon the property described on Exhibit "A" certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act") for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvements, sale and ownership of said property.

C. Declarant desires to maintain the natural condition of the property and has created building envelopes where all improvements are to be constructed.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of and which shall run with the above-described property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
PROPERTY RIGHTS**

Section 1. Owners' Right of Enjoyment. Subject to the provisions of Section 2 of this Article, the Owner shall have a right to enjoy and use the easements located upon the Property and such right shall be appurtenant to and shall pass with the title to the Lot.

Section 2. Extent of Owner's Right. The right of enjoyment created hereby shall be subject to the following:

- a. The right of Rocky Heights Homeowner's Association, Inc. (the "Association") to promulgate and publish rules and regulations with which each Member shall strictly comply; and
- b. The right of the Association, as provided in its Articles and Bylaws, to suspend voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for any infraction of its published rules and regulations: and
- c. The right of the Association to close or limit the use of the easements while maintaining, repairing or making replacements thereto or in the event a Member has had his voting right suspended.

Section 3. Delegation of use. Any Owner may delegate, in accordance with the Bylaws, his right of use to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 4. Tract A (Drainage Pond). Tract A as described on the plat of the subdivision and dedicated to the Association shall be conveyed in fee simple title to the Association by the Declarant upon the recording of the plat. The Association shall have all rights of ownership and shall be responsible for the maintenance of Tract A.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

Section 2. Directors of the Association. The affairs of this Association shall be managed by a board of five (5) directors (the "Board"). When Declarant relinquishes control of the Board to the Owners pursuant to Section 3 below, the Board shall be managed by at least five (5) directors, one representative per lot.

Section 3. Management of the Association. From the date of formation of the Association until termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of sixty (60) days after conveyance of 2 lots to Owners other than Declarant, three (3) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or five (5) years after the first sale of a Lot by Owner other than Declarant. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the

Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of 2 of lots to Owners other than Declarant, at least one member and not less than 2 members of the Board will be elected by Owners other than the Declarant.

Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least five (5) members, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board member and officers to take office upon termination of the period of Declarant's control. Within sixty (6) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including without limitation those items specified in Section 303 (9) of Common Interest Act.

### **ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as needed. The annual assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for such unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and lot thereof. Each assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The

acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by any applicable government entity, for the maintenance and construction of a ditch system, storm water facilities and other enhancements serving the Property as voted upon by the Members.

Section 3. Maximum Annual Assessment.

- a. Until commencement of the second annual assessment period, the maximum annual assessment shall be \$120.00 (one hundred and twenty dollars) per Lot.
- b. Effective with the commencement of the second and each subsequent Association fiscal year, the maximum annual assessment against each lot shall be adjusted as needed by majority vote of the Directors.

Section 4. Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained within the Property, and shall be in an amount sufficient to meet the expected needs of the Association.

Section 5. Date of Commencement of Annual Assessments. The initial annual assessment shall commence on the first day of the month following conveyance of the first Lot, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rate share of the last installment due.

Section 6. Reserve Accounts. The Association shall have the right to maintain adequate reserve fund accounts out of the annual assessments for the repair and replacement of those elements of Association property that must be repaired or replaced on a periodic basis.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rates as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may



waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his Lot.

**Section 8. Lien for Assessments.**

- a. Under the Common Interest Act, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorney's fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. The statutory lien for assessments is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.
- c. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required, however, a claim may be recorded at the Association's option, in which event costs and attorney's fee incurred in the connection with the preparation and filing of such claim shall be assessed against the Owner's Lot as a default assessment.

## **ARTICLE IV**

### **EXTERIOR MAINTENANCE**

Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, drainage run-off, the interior and exterior of the residence, improvements constructed thereon, and any fence on the boundary line of a Lot shall be the responsibility of the Owner(s) thereof.

Section 2. Owner's Negligence. Notwithstanding anything to the contrary contained in this Article IV, in the event that the need for maintenance or repair of the Association Property is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of

such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair and reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article III of this Declaration. A determination of the negligence or willful act or omission of any Owner or any members of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

## **ARTICLE V ALLOWED USES**

Section 1. General. All of said lots shall be used only for residential purposes. Only detached single-family dwellings may be constructed on any lot, and only one per lot. Every dwelling shall have a private garage for no less than two cars. Subject to ACC (Architectural Control Committee) approval, a caretaker or "mother-in-law" unit attached to the primary residence shall be allowed if authorized under the existing zoning for the property. Overnight parking along the public road shall not be allowed.

Section 2. Driveway. Each driveway shall have a surface constructed of colored earth-toned concrete. In general, driveways should be kept as narrow as possible and not exceed 10-12 feet in width where they connect to the public street. Driveways should follow the natural contours of the site.

Section 3. Minimum Size. Each dwelling shall have minimum dwelling space in the first floor area, exclusive of open porches, patios, basements and garages of not less than 2000 square feet for ranch style and 1800 for the main level for multi-story dwellings. On two story dwellings, the second floor shall be no more than 70% of the first floor footprint.

Section 4. Building Envelope. The recorded Building Envelope Site Plan contains a description of a building envelope for each lot. Each dwelling unit and garage must be constructed entirely within the envelope unless a variance is granted by the ACC and the City of Grand Junction. Detached accessory and storage buildings, must be approved by the ACC and the City of Grand Junction. Construction shall be similar to that of the principal dwelling in color and style.

Section 5. Temporary Structures. No structure of a temporary nature, such as a tent, garage, trailer house, barn, or other outbuilding or basement shall be used on any lot at any time as a residence, either temporarily or permanently. All structures shall be of new construction built onsite. No mobile, modular or manufactured housing shall be allowed.

Section 6. Re-subdivision. No lot shall be re-subdivided.

Section 7. Trash. No lot shall be used or maintained as a dumping ground for rubbish or storage area for junk, lumber or building materials (except during construction period). Trash, garbage, or other waste must be kept in sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

Section 8. Advertising. No signs, advertising devices or billboards shall be displayed within Rocky Heights Subdivision unless written approval thereof is granted by the ACC. With the exception of one "for sale" sign per lot, which shall not be larger than 18 inches by 24 inches, and except for signs used by the Developer for subdivision advertisement and signs used by builders to advertise during the building and sale period. All signage shall be subject to regulation by the City of Grand Junction.

Section 9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as provided in this paragraph. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be controlled and contained so that they do not become a nuisance. Refer to Article V, Section 22 for pet fencing details. Any uncontained pet must be on a leash under the control of a responsible individual.

Section 10. Screening. All clotheslines, implements, equipment, service yards, wood piles, storage piles or similar storage items shall be kept screened by adequate vegetation or fencing to conceal them from public and adjoining property or shall be stored wholly within the enclosed garage or accessory building located on the Lot. Recreational vehicles, including motor homes, trailers, ATVs, snowmobiles, boats and other similar items shall not be stored on property unless within an enclosed garage. All screening plans shall be submitted to the ACC for approval prior to construction.

Section 11. Roofs. Permitted roof coverings shall include: tile, slate, or built-up roof materials where approved by the ACC. No asphalt shingle roofs are allowed. Low pitched hipped and gabled roof forms are encouraged along with a harmonic and integrated roofscape. Smaller roof elements such as dormers shall be proportional to the spaces they cover and to the overall roof size and form. The maximum roof pitch shall be 6/12.

Section 12. Exterior Materials and Colors. Stains and paints shall be colors of subdued earth tones, e.g. taupe, camel, heather, brownish-grey, sage green, sand. No bright or pastel colors or white shall be permitted on the exterior of any structure. Exterior door and window treatment, including garage doors, shall blend with the overall color scheme of structure. No masonite or vinyl exteriors shall be allowed.

Section 13. Height Restriction. Building height shall not exceed 32 feet. Building height shall be measured from the finished grade of the first floor level to the highest point of the structure except that chimneys, flues, vents or similar structures may extend two (2) feet

above the maximum height. All Lot building pads shall not exceed three (3) feet above the highest point of the Lot grade existing prior to construction within the building foundation unless approved by the ACC.

Section 14. Exterior building equipment. Solar panels or photovoltaic panels shall not be visible from public streets. No towers or antennas shall be erected on any lot which are higher than three (3) feet above the roofline of the highest structure on the lot. Satellite reception dishes shall be allowed that are less than 36 inches in diameter and shall be installed at the lowest possible level on the home, not visible from public streets, and placed in the rear or side yard such that acceptable signal reception is not impaired.

Section 15. Tanks. No elevated or underground tanks of any kind shall be permitted.

Section 16. Lighting. All exterior lights and light standards shall be designed to avoid spilling onto adjacent residences. Decorative building lighting shall be designed to reduce harsh glares by washing exterior walls in a downward or upward fashion, minimizing lateral effects. Light fixtures include wall scones, recessed lighting, soffit lighting and directional lighting. All exterior lighting plans shall be subject to approval by the ACC for harmonious development and prevention of lighting nuisances.

Section 17. Recreational Vehicles. No snowmobiles, ATVs, go-carts, motorcycles, or similar recreational vehicles shall be operated in Rocky Heights except as may be utilized for transportation to public roads.

Section 18. Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property (including burning of trash or rubbish) except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed fireplace, and except for ditch burning in accordance with all County requirements and restrictions.

Section 19. Wildlife. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in Rocky Heights Estates, it being the intent hereof to conserve and protect all wildlife to the fullest extent possible. However, the Rocky Heights Homeowners Association shall be allowed to control nuisance animals.

Section 20. Drainage. No modifications or alterations shall be made in such manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage except as approved by the ACC.

Section 21. Landscaping. ACC shall review for approval all landscaping and site plans. Landscaping plans must be prepared by a licensed landscape architect, designer or irrigation specialist based upon site specific geotechnical report noted in Article VII, section 8

of the CCRs. They shall be submitted for ACC approval within one (1) year after home construction is complete, which plans shall include a schedule of completion for not more than one (1) year after approval. The landscape objective for Rocky Heights is to protect and preserve the existing, natural character of the property. Planting of drought tolerant vegetation or natural grasses is required. See Architectural Guidelines for allowed listing of plantings.

Section 22. Fencing. Generally, open space is the guiding principle within Rocky Heights to create a country feeling and preserve natural views. For side and rear lot fencing (type one), the approved prototype is split rail wood, 4" X 4" wood posts with 4" X 3" or X 2" wood rails, maximum height of 4 feet. Black welded wire meshing shall be used in conjunction with prototype lot fencing for pet containment. All privacy and screening fences (type two) including ornamental types (e.g. stucco, weathered stone walls or wood railing described in type one) shall be no taller than 6 feet and within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling unless specific written permission is given by the ACC for a variance. In determining whether permission should be given, the ACC shall consider the topography, vegetation and desires of the neighborhood. Privacy and screening fences should not be placed in the no-build zone.

Section 23. Mining. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

*shall* *No Disturbance Zone.*

Section 24. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and may be added to by Lot owners.

Section 25. Noise, odor, plant diseases and insects. No sound shall be emitted on any property which is unreasonably loud or annoying, and no odor shall be omitted on any property which is noxious or offensive to others. No owner shall permit any thing or condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 26. Irrigation. Drought-tolerant irrigation methods such as drip systems are encouraged in the Rocky Heights subdivision. No flood irrigation will be allowed. Irrigation of vegetation sited above the foundation level (uphill) of each Lot or within 10 feet of said foundation is subject to recommendations of site-specific geotechnical report as noted in Article VII, Section 8 of the CCRs.

Section 27. No disturbance zone. No construction shall take place in this area with the exception of a possible split rail lot line fence. Attention to be given to maintaining the natural vegetation and viewscape in this area. Disturbance is defined as no grading, no building, no landscaping, no additions, no alteration of any kind to the natural vegetation.

## ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE (ACC)

Section 1. Composition of Committee. The Architectural Control Committee (“ACC”) shall consist of three (3) or more persons appointed by the Board of Directors of the Association; provided, however, that until Declarant has conveyed all Lots to Owners other than Declarant, or until three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earliest, Declarant shall appoint the Architectural Control Committee. A majority of the Committee may, from time to time, designate a representative to act for it. The power of the Declarant to “appoint”, as provided herein, shall include without limitation the power to: initially constitute the membership of the Architectural Control Committee, appoint member(s) to the Architectural Control Committee upon the occurrence of any vacancy therein, for whatever reason remove any member of the Architectural Control Committee, with or without cause, at anytime, and appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. All improvements within the Property constructed by Declarant during the period in which it appoints the Architectural Control Committee shall be deemed approved by the Committee without the issuance of any writing evidencing such approval. The ACC shall have the right to adopt Architectural Control Guidelines from time to time to assist owners in applying for ACC approval.

Section 2. Prior Approval. No buildings or exterior improvements of any kind, including (without limitation) driveways leading to the various structures within Rocky Heights Estates Subdivision shall be constructed, remodeled or altered in any fashion on any lands within Rocky Heights Estates Subdivision, nor may any vegetation be altered or destroyed, nor any landscaping performed unless two (2) complete sets of plans and specifications for such construction or alteration or landscaping are submitted to and approved by the ACC prior to the commencement of such work. All applications shall be submitted to the ACC in writing, if the ACC fails to take any action within thirty days after complete architectural plans and specifications shall be deemed to be approved. The ACC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 3. Plans. Plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the ACC to properly consider and make a determination thereon. The ACC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 4. Variance. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, or other matters require or allow, the ACC may, by two-thirds vote, allow reasonable variances to any of these covenants, including required sizes of structures, setback of side yard requirements, on such terms and conditions

as it shall require. Opinions of adjoining property owners shall be considered in any such decisions. Any setback variance shall also require the approval of the City of Grand Junction.

Section 5. Best Judgment. The ACC shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the land within Rocky Heights Estates Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

Section 6. Time. After approval of any plan by the ACC, the same shall be completed with due diligence in conformity with conditions of approval, if any. Failure to adhere to any term of approval shall operate automatically to revoke the approval, and the ACC may require the property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the ACC.

Section 7. Liability. The ACC, the Developer, or any owner shall not be liable in damages to any person, corporation or association submitting any plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring any action or suit to recover damages against the ACC, the Developer or any owner collectively, its members individually or its advisors, employees or agents.

Section 8. Procedures. The Architectural Control Committee shall approve or disapprove all requests for architectural control approval within thirty (30) days after the complete submissions of copies of all plans, specifications, and other materials which the Committee may require in conjunction therewith. In the event that the Architectural Control Committee fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall not be required and this Article shall be deemed to have been fully complied with.

Section 9. Vote and Appeal. A majority vote of the Architectural Control Committee is required to approve a request for architectural approval pursuant to this Article. An Owner may appeal the decision of the Architectural Control Committee, and, in such event, the decision of the Board shall be final.

Section 10. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection.

Section 11. Liability. The Architectural Control Committee and the members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 12. Variance. The Architectural Control Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Article. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose thereof.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Property, or any person thereof; or other duly recorded instrument(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Declarant hereby reserves the right to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 4. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 5. Street Lighting. Unless street lighting and the cost thereof is provided by the community in which jurisdiction this subdivision is situated, all Lots shall be subject to



and bound to Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 6. Parking. No overnight parking shall be allowed along the public roadway.

Section 7. Duration, Revocation, and Amendment

a. Each and every Provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods often (10) years each. This Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than a majority of the Members. Such amendment shall be effective when duly recorded in Mesa County, Colorado.

b. If Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the Agencies, Declarant shall have and is hereby specifically granted the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control or the Association.

c. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or Bylaws of the Association at any time prior to the termination of Declarant's control of the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

Section 8. Geotechnical Requirements. Prior to commencement of any construction of any improvements on any Lot, the owners shall have the foundation for the improvement designed by a licensed Colorado professional engineer based upon a site-specific subsurface geologic investigation. The purpose of the site-specific subsurface geologic investigation shall be evaluation of the surface and subsurface geologic conditions of the lot. The investigation and evaluation of that investigation shall determine the measures necessary to mitigate, if any, unsuitability or potentially dangerous geologic conditions. Those mitigation measures shall be incorporated into the foundation and landscape design.

Section 9. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across Tract A, including but not limited to the right to store

materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Property; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owners Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations hereunder, and the sale of the Lots. Any special declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Mesa. The rights of Declarant reserved in this Section 8 shall expire five (5) years after the recording of this Declaration. Such instrument shall be executed by Declarant and its transferee. Any rights granted to Declarant under this Declaration shall expire on the date which is ten (10) years from the recording date of this Declaration, unless otherwise provided herein.

Section 10. Easements for Drainage. An easement in gross is hereby granted and conveyed to the Association, its successors and assigns over, under, in and across the Lots of Rocky Heights Estates subdivision, except those areas depicted as building envelopes on the Building Envelope Site Plan as recorded at Book \_\_\_\_ Page \_\_\_\_, Mesa County Records, for the installation, operation and maintenance of ditches, other storm water facilities and other facilities reasonably required for the operation and maintenance of drainage for Rocky Heights Estates Subdivision. The Association shall exercise its easement rights in a reasonable and prudent manner after coordination with the owner of the servient estate.

Section 11. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to Mr. Bruce Phillips at Elder & Phillips, P.C., 562 White Avenue, Grand Junction, CO 81501.

Section 12. City of Grand Junction. In order to prevent the diminution in the enjoyment, use or property value of the development, thereby impairing the health, safety and welfare of the Owners therein, the City of Grand Junction by and through its duly authorized officers and employees is hereby granted the right to take such action as the City may deem necessary to enforce the covenants, conditions or restrictions contained in this Declaration with respect to the use of the Lots and parking on the Property for the purpose of ensuring the Association's and the Lot Owners' compliance with the zoning and other applicable ordinances of the City of Grand Junction and to ensure adequate maintenance of Tract A. The Association shall not be dissolved without the consent of the City of Grand Junction.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

ROCKY HEIGHTS, L.L.C.

By: Marilyn K. Schiveley  
Marilyn K. Schiveley, Managing Member

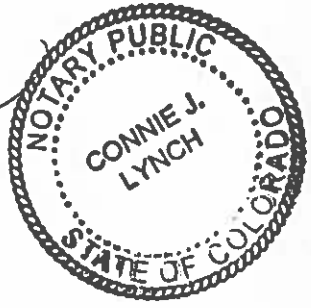
STATE OF COLORADO )  
  )  
COUNTY OF                    )

Subscribed and sworn to before me this 12 day of September, 2003, by  
Marilyn K. Schiveley of Rocky Heights LLC.

WITNESS my hand and official seal.

My commission expires 2-1-06

Connie Lynch  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

09/11/03

## **Architectural and Landscaping Design Guidelines for use by homeowners, design professionals and builders in Rocky Heights Estates Subdivision**

### **I. INTRODUCTION**

#### **A. Purpose and Intent**

The purpose and intent of the architectural and landscaping guidelines is to provide homeowners, design professionals and builders with a guide in designing homes and landscapes within the Rocky Heights Estates Subdivision that promotes a pleasing, predictable and friendly environment in which to live. These guidelines provide a clear statement, which gives the designer the overall expectations of the architectural committee while allowing creativity in the overall designs. The outcome of the use of these guidelines will be a subdivision in which the homes are well designed, fit in the environment and which blend into a pleasing and aesthetically exciting collection of residences.

Additionally, the physical requirements of the building materials promote the expected quality of the homes within the subdivision. Materials, which are approved within these guidelines, have been chosen with high quality standards and are expected in this subdivision. It is the desire of the developers of Rocky Heights Estates to promote quality homes and give homeowners the ability to predict the overall architectural aesthetics of the subdivision prior to its build out.

#### **B. Amendments and Supplements**

The Rocky Heights architectural guidelines may occasionally be supplemented or amended by the Declarant or the Rocky Heights Homeowner's Association (HOA) at its sole discretion.

### **II. OVERALL DESIGN THEME**

The Rocky Heights Estates Subdivision is located in a high desert valley surrounded by rocky hills with rock outcroppings. The area is open to vistas of the Colorado National Monument to the west. It is the desire of the developer to create dwellings and landscapes, which blend harmoniously with the existing natural environment. The natural beauty of Rocky Heights suggests preservation of the high desert environment and encourages architectural designs that blend with the site and climactic conditions.

The colors and materials used must blend with the natural environment both in color and texture.

Structures should "hug the existing grade", not be built up above the existing grade.

Dwelling and Landscape should minimally impact the views from other sites.

Site design should require minimal grading and protection of no-build areas.

Structure should be stair-stepped on the natural topography, not cut into it.

Indigenous high desert architectural designs rather than non-native architectural themes should be used.

Landscape shall be designed using xeriscape principles that support natural climactic conditions.

Overall scale shall be oriented towards pedestrians rather than automobiles.

### III. DRAINAGE AND SITING

#### A. Site Drainage and Grading

Site drainage and grading will be done with minimum disruption to the Lot and shall neither drain to adjoining Lots (unless approved by the ACC) nor cause a condition that could lead to soil erosion on the Lot and/or on Tract A.

Natural drainage ways as shown on plat map must be preserved and used for developed drainage from the site.

Driveways should follow the existing topography and not require large cuts and fills. In general the driveway access from the street should be no wider than 12 feet. Garage pads should not exceed the width of the garage.

Erosion control is vital during construction. Temporary barriers and drainage structures should be used to prevent damage to site and adjoining property during construction or later as needed.

#### B. Siting

Siting of the dwelling and landscape should be done with the general topography and existing landscape in mind. Every effort shall be made to maximize the views for all sites.

No grading or vegetation removal shall take place outside the building envelope on any Lot. Any alteration to these limits of disturbance will need the approval of the ACC.

## **IV. ARCHITECTURAL STANDARDS**

### **A. Architectural Standards and Guidelines**

In order to attain the highest quality of development and construction and to ensure lasting value, it is to the benefit of all Owners within Rocky Heights Estates to have architectural standards. These standards create harmony of exterior design, color and location of all improvements having consideration for existing topography and finished grade elevation. These architectural guidelines have been adopted by the Architectural Control Committee ("ACC") and are intended to provide owners with the greatest opportunity for individual freedom of design and style while maintaining quality and harmony within Rocky Heights Estates.

### **B. Building Setbacks and Minimums**

All lot corner pins are set to establish dimensions for the required building setbacks. Specific building envelope requirements must be adhered to as identified on the Recorded Plat and building Envelope Plan for Rocky Heights Estates.

No principal Dwelling shall be nearer than fifty (50) feet to any other principal Dwelling on an adjacent Lot.

All Dwellings are required to have attached covered garages to accommodate a minimum of two (2) cars and a maximum of four (4) cars.

The total living area of any main structure shall be a minimum of 2,000 square feet for single-story dwellings with a minimum of 1,800 square feet on the main level for two-story dwellings, excluding open porches, garages. On two-story dwellings, the second floor shall be no more than 70% of the first floor footprint. All measurements shall be on the outside dimension of the walls.

### **C. Geotechnical Requirements**

Prior to commencement of any construction of any improvements on any Lot, the owners shall have the foundation for the improvement designed by a licensed Colorado Professional Engineer based upon a site-specific subsurface geologic investigation. The purpose of the site-specific subsurface geologic investigation shall be for evaluation of the surface and subsurface geologic conditions of the lot. The investigation shall determine the measures necessary to mitigate, if any, unsuitable or potentially dangerous geologic conditions. Those mitigation measures shall be incorporated into the foundation design. The licensed professional engineering report shall be submitted to the ACC for review and approval. The ACC shall have thirty (30) working days to review it, and no construction shall commence without written approval by the ACC or the engineer hired by the ACC.

#### D. Roofs and Patio Structures

The roofs shall have a minimum pitch of 3 in 12 and a maximum pitch of 6 in 12 except for flat roofs approved by the ACC. Roof materials shall be covered with concrete tile, slate or built-up roofs where approved by the ACC. Wood or asphalt shingles are not allowed. All patio structures installed shall blend with and complement the principal Dwelling. No aluminum, fiberglass or plastic patio roofs shall be allowed.

#### E. Building height

Height restrictions will be thirty-two (32) feet. Building height means the maximum possible distance measured from the first finished floor elevation to the highest possible point of a structure except that chimneys, flues, vents or similar structures may extend two (2) feet above the specified maximum height limit subject to ACC review. The ACC discourages and has the right to prohibit the construction of any Dwelling or other structure, which would appear excessive in height when, viewed from the roads, drives or other Lots.

#### F. Color

The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Subdued earth tones are recommended, however, occasional accent colors used judiciously and with restraint may be permitted including on clad windows and entry doors. No bright colors will be allowed. The use of white is discouraged and shall be used only by approval of the ACC. One color each for field and trim is encouraged. Colors that unduly contrast with the surrounding landscape may be prohibited by the ACC.

#### G. Materials - Exterior Surfaces

Exterior surfaces will be generally of natural materials that blend and are compatible with the natural landscape. Reflective materials and surfaces are prohibited including "heat Mirror glass". Low "E" glass is allowed. Masonite, vinyl and steel siding are prohibited.

Exterior materials of stone, smooth stucco or weathered brick or no more than 30% natural wood shall be encouraged. Imported materials such as precision brick, clapboards and shingles are inappropriate building materials for Rocky Heights.

#### H. Accessory Buildings

Detached accessory buildings are allowed within the building envelope of each Lot with approval by the ACC. Construction and roof materials shall be the same as that of the house and shall be a maximum total height of eight (8) feet. In the event the accessory structure is attached to and incorporated in the principal Dwelling, the height may exceed the eight-foot limitation subject to ACC approval. No pre-built sheds will be allowed.



## I. Fencing

In general, fences are discouraged. Open space is the guiding principle within Rocky Heights to create a country feeling and preserve natural views. All fencing shall be reviewed and approved by ACC before any fence is constructed. Whenever possible, it is encouraged that plant materials be incorporated into the fencing scheme. All fences shall be constructed in a professional manner and shall be properly maintained.

All side fences shall be set back at least five (5) feet farther away from the street than the Dwelling unit.

For side and rear lot fencing (type one), the approved prototype is split rail wood, 6" X 6" wood posts with 2" X 8" wood rails, maximum height of 4 feet. Black welded-wire meshing shall be used in conjunction with prototype fencing for pet containment.

All privacy and screening fences (type two) including ornamental types (e.g. stucco, weathered stone walls, wrought-iron, or wood railing described in type one) shall be no taller than 6 feet and within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling unless specific written permission is given by the ACC for a variance. In determining whether permission should be given, the ACC shall consider the topography, vegetation and desires of the neighborhood privacy. Screening fences (type two) should not be placed in the no-build zone.

No vinyl, chain link, wrought iron, or solid wood fences are allowed.

## J. Trash and Trash Enclosures

No permanent trash enclosures (for example, dumpsters) shall be allowed on lots after completion of construction. No dumping is allowed on adjacent properties in Rocky Heights during construction period.

A temporary trash container shall be required for construction waste and shall be properly maintained during the entire construction period.

## K. Building Projections

Every attempt shall be made to limit mechanical roof projections to the rear portion of the dwelling away from the street view.

All projections including, but not limited to, evaporative coolers and covers, heating/air conditioning units, chimney flues, vents, gutters, photovoltaic cells, downspouts, utility boxes, porches, railings and exterior stairways shall be painted to match the color of the surface from which they project, or shall be an approved color.

Any building eave projections cannot exceed more than two and one-half (2 1/2) feet beyond setback restrictions. All main entry porch setback encroachments shall be subject to the City of

Grand Junction regulations.

The top surface of all evaporative coolers, heating/air conditioning, photovoltaic cells, humidifiers and other similar equipment shall be below the ridge line of the roof supporting such equipment and shall be located on the rear portion of the Dwelling absent from street view. When technically constrained, the ACC may grant a variance.

#### L. Garages and Driveways

Visual impact of garage doors shall be minimized by such measures as, but not limited to, siting of the Dwelling, garage orientation on the structure, protective overhangs, projections, special door facing materials, color and/or landscaping. If a three-car garage is planned, a minimum building offset of three (3) feet shall be required between the one (1) car bay and the balance of the garage area.

Since RVs, trailers, boats and other recreational vehicles are not allowed to be parked within public view on each Lot, the builder is advised to construct a garage to fit such items, as needed.

Garages should not be the focal point of the dwelling design. Orient garages so that the pedestrian entrance is the focal point of the design. It is suggested that garage doors be oriented with side access.

Each driveway shall have a surface constructed of colored earth-toned concrete. In general, driveways should be kept as narrow as possible and not exceed 10-12 feet in width where they connect to the public street. Driveways should follow the natural contours of the site.

#### M. Foundation Walls

Any exposed foundation walls shall be painted or finished to match the upper exterior field color of the Dwelling unit.

#### N. Exterior Mechanical Equipment

All exterior ground level mechanical equipment shall be either incorporated into the overall form of the Dwelling or be permanently screened from public view by vegetation, privacy fencing described in Part IV, Architectural Standards, Section I "Fencing", or in another way approved by the ACC.

#### O. Exterior Lighting

Decorative building lighting, including landscape lighting shall have lamps (bulbs) 60 watts less and no bulb shall be seen by the naked eye when viewed from the street or adjacent property. All exterior lighting shall be downlight type such as wall sconces. No flood lighting shall be allowed. In general, preservation of the dark sky and natural star viewing is desired at night.

## V. LANDSCAPE AND IRRIGATION

### A. General Design

In general, the landscape design and construction shall use low water, xeriscape design principles. Plants should be either indigenous to the Grand Valley or be desert plants which are recommended for low water climates. See attached list of appropriate plantings (Appendix A).

### B. Irrigation

RH lots use city water for irrigation. The intent of Rocky Heights is to conserve water usage and blend with the high desert surroundings. Lawns are not allowed within the subdivision. The use of native grasses and ground covers are allowed rather than the use of turf or sod. It is strongly recommended that any areas of moderate watering, be placed downhill from the foundation and at least 10 feet from the foundation in any direction. Upslope irrigation can cause potential damage to the foundation of homes due to soil slippage in this area.

Drip versus spray irrigation is recommended.

### C. Landscaping

Landscaping plans must be prepared by a licensed landscape architect, designer or irrigation specialist based upon site-specific geotechnical report noted in Article VII, Section 8 of the CCRs and submitted to the ACC within 12 months from issuance of a Certificate of Occupancy by the City of Grand Junction Building Department. These plans shall include a schedule of completion for not more than one year after approval.

Lot Owners are encouraged to make adequate provisions for landscaping and irrigation costs in their overall construction budget.

Lot Owners are required to comply with the following landscape requirements and shall incorporate the following xeriscape principles that are incorporated as part of these guidelines:

Use native, near-native and/or readily adaptable species of plant materials, which are relatively drought-tolerant. The judicious use of ornamentals is acceptable.

Use existing or natural drainage paths as noted on the plat. Disruption of natural drainage patterns will not be allowed.

High desert trees and shrubs that do not block neighbor's views rather than chunky, broad, dense trees that require high water maintenance and may block views are strongly recommended.

Judicious use of rock will be allowed using native, natural colored rock that blends with the surroundings. No white rock or lava rock is allowed. Rock samples must be submitted with landscaping plans. Rock should be used along with the natural contour

of the land and xeriscape plantings to accent the landscape design, not totally cover the lot. See attached list of approved plantings (Appendix A).

All attempts shall be made by the Owner to conserve and protect existing natural vegetation on the lot prior to and during construction.

Retaining walls shall be faced with the same masonry or stucco used on the exterior walls of the principal Dwelling.

## **VI. SUBMITTAL REQUIREMENTS**

The following is a summary of the architectural and landscape submittal requirements created by the ACC and governed by the Covenants, Conditions and Restrictions of Rocky Heights Estates.

Submit two (2) complete sets of plans and specifications to the chairman of the Rocky Heights Estates ACC along with the attached application form in duplicate. Incomplete submissions will *not* be considered.

Consideration should be given to:

Consistent quality and use of exterior materials

Minimal grading of the site

Use of earth-toned exterior colors

A harmonic and integrated roofscape

The architectural plans and specification submitted should include:

Plot plan with Filing, Lot and block Numbers showing Lot layout, setbacks and building location.

Flow and manner of surface drainage.

Site plans showing building footprint and dimensions.

Roof plans showing pitch

Actual roof materials and color with sample

Exterior elevations showing doors, windows, garage door(s), finish materials, finished floor elevations, maximum height of the structure and dimensions and roof location of evaporative coolers, heating/air conditioning and other similar equipment.

All exterior material samples including masonry and trim materials, actual color chips (brand and color numbers) applied on materials to be used. A limit of one (1) color each for field and trim. (ACC will retain samples submitted for their records.)

Any other details or written descriptions, which would assist in understanding design features and components.

The landscaping plans should include:

Master landscape plans, planting plans, irrigation plans and any proposed landscape lighting plans prepared by a licensed landscape designer or irrigation specialist shall be submitted to the ACC within one year of issuance of certificate of occupancy. No landscape construction should begin until approval is given by the ACC. Any owner beginning landscaping work without approval may be asked to remove such work.

Once the plans and specifications are submitted, the ACC will approve or disapprove the plans in writing no later than thirty (30) days after submittal, provided that the plans are in accordance with the requirements outlined. Every attempt will be made to expedite the approval in a shorter period

Final written acceptance by the ACC for compliance of architectural guidelines and conditions of approval shall be required prior to the issuance of a Certificate of Occupancy on each Lot.

**NOTE:** All construction and improvements shall comply with rules and regulations of the City of Grand Junction and other regulatory entities and applicable building codes; nothing contained herein shall be construed to constitute a variance thereof.

## **Appendix A: List of approved plantings for high desert environments**

### **Deciduous Trees (Common Names)**

Cockspur Hawthorn  
Crimson Cloud Hawthorn  
New Mexico locust  
Pink Chitalpa  
Smoke Tree  
Toba Hawthorn  
Winter King Hawthorn

### **Evergreen Trees (Common Names)**

Bristlecone Pine  
One-seed juniper  
Pinion Pine  
Rocky Mountain juniper  
Wichita Juniper

### **Deciduous Shrubs (Common Names)**

All gold Scotch broom  
Apache Plume  
Black Sage  
Blue mist Spirea  
Club Prickly Pear  
Cliffrose  
Cliff Fendler brush  
Corymb Buckwheat  
Curleaf Mountain Mahogany  
Dwarf lead plant  
Dwarf blue rabbit brush  
Fern brush  
Four wing saltbrush  
Fremont Mahonia  
Fringed Sage  
Gardener's Saltbrush  
Great Basin sage  
Grow-Low fragrant sumac  
Hedgehog cactus  
Intricate Mountain Mahogany  
Leadplant  
Lewis mockorange

Rocky Heights Architectural and Landscape Guidelines

Mat Salt Brush  
Mountain big sage  
Mormon tea  
Mountain Mahogany  
Native smooth sumac  
New Mexico privet  
Nuttal's Saltbrush  
Palisade green saltbrush  
Purple hedgehog  
Rabbit brush  
Roundleaf buffalo berry  
Sand sagebrush  
Scotch Broom  
Shadscale  
Silver King Artemisia  
Silver Sage  
Snakeweed  
Spiny hops bush  
Sunset cactus  
Three leaf sumac (Squawbush)  
Utah service berry  
Winter-fat

### **Evergreen shrubs (Common Names)**

Adams Needle yucca  
Blue Star Juniper  
Datil Yucca  
Mountain Lover  
Soapweed Yucca  
Waxflower

### **Perenials/Ground Covers (Common Names)**

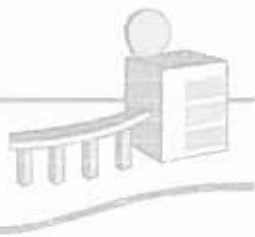
Beargrass  
Big Bluestem  
Black-eyed Susan  
Blue Avena grass  
Blue Fescue  
Coreopsis  
Corsican Violet  
Coronation Gold Yarrow  
Crystal River Veronica  
Desert Evening Primrose

Rocky Heights Architectural and Landscape Guidelines

Desert four o'clock  
Double bubblemint  
Dwarf blanket flower  
Dwarf fountain grass  
Eaton's penstemon  
Elfin pink penstemon  
Fendler's sundrops  
Fountain grass  
Globe mallow  
Hardy pink ice plant  
Homestead purple verbena  
Huskers red penstemon  
Indian blanket flower  
La Veta Lace Geranium  
Lavender Hidcote  
Lewis' Flax  
Missouri evening primrose  
Moonbeam coreopsis  
Moonshine yarrow  
Northern Sea Oats  
Pink Pussytoes  
Pink Sunrose  
Poppy mallow  
Prince's Plum  
Purple maidengrass  
Purple threeawn  
Red Yucca  
Regal mist deergrass  
Rocky Mountain penstemon  
Russian sage  
Shale colombine  
Silver brocade sage  
Silver mound  
Siskiyou everblooming  
Small flowered penstemon  
Sulfur flower  
Sunset penstemon  
Tanager gazania  
Variegated moor grass  
Whipple's penstemon  
Waku Jima maidengrass



# DCS



Development Construction Services, Inc.

(970) 242-3674 • Fax: (970) 256-9570

*The Starting Place*

619 Main Street, Suite 110  
Grand Junction, CO 81501

www.developmentconstructionservices.com

## Transmittal

**To: Lisa Cox**

**Date: 9-16-03**

**Address: 250 N. 5th St.**

**Company: City of Grand Junction**

**Re: Rocky Heights Subdivision**

**Phone: 256-4039**

**From: Jana Gerow**

**Phone: 970-242-3674**

\_\_\_\_\_ Letters

\_\_\_\_\_ Blueprints

\_\_\_\_\_ Originals

\_\_\_\_\_ Maps

\_\_\_\_\_ Specifications

\_\_\_\_\_ Photos

\_\_\_\_\_ Brochures

\_\_\_\_\_ Contract

\_\_\_\_\_ Submittal  
Packet

\_\_\_\_\_ CC & R's

\_\_\_\_\_ Other

**Message:**

Hi Lisa - I apologize for the confusion regarding the process of getting these documents recorded. Attached is a photocopy of the CC&R's and Design Guidelines that we recorded with the County last week. Please let me know if you need anything else. Thanks -

- Jana

**Copy:**

**RECEIVED**

SEP 16 2003

COMMUNITY DEVELOPMENT  
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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ROCKY HEIGHTS SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCKY HEIGHTS SUBDIVISION ("Declaration") is made and entered into this 26<sup>th</sup> day of February, 2004, by Rocky Heights Development, LLC, hereinafter referred to as the "Declarant."

**RECITALS**

A. Declarant is the owner of certain real property situated in Mesa County, Colorado, known as Rocky Heights Subdivision, according to the plat thereof recorded at Plat Book 3624, Pages 500-501 in Mesa County, Colorado, all as more specifically described on Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. Declarant desires to subject and place upon the property described on Exhibit "A" certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act") for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvements, sale and ownership of said property.

C. Declarant desires to maintain the natural condition of the property and has created building envelopes where all improvements are to be constructed.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of and which shall run with the above-described property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof. This Declaration shall replace and supercede in its entirety that Declaration recorded in Book 3482 at Page 33, Mesa County, Colorado.

**ARTICLE I  
PROPERTY RIGHTS**

Section 1. Owners' Right of Enjoyment. Subject to the provisions of Section 2 of this Article, the Owner shall have a right to enjoy and use the common area located upon the Property and such right shall be appurtenant to and shall pass with the title to the Lot.

Section 2. Extent of Owner's Right. The right of enjoyment created hereby shall be subject to the following:

- a. The right of Rocky Heights Homeowner's Association, Inc. (the "Association") to promulgate and publish rules and regulations with which each Member shall strictly comply; and
- b. The right of the Association, as provided in its Articles and Bylaws, to suspend voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for any infraction of its published rules and regulations: and
- c. The right of the Association to close or limit the use of the easements while maintaining, repairing or making replacements thereto or in the event a Member has had his voting right suspended.

Section 3. Delegation of use. Any Owner may delegate, in accordance with the Bylaws, his right of use to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 4. Tract A (Drainage Pond). Tract A as described on the plat of the subdivision and dedicated to the Association shall be conveyed in fee simple title to the Association by the Declarant upon the recording of the plat. The Association shall have all rights of ownership and shall be responsible for the maintenance of Tract A.

## **ARTICLE II MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION**

Section 1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

Section 2. Directors of the Association. The affairs of this Association shall be managed by a board of five (5) directors (the "Board").

Section 3. Management of the Association. From the date of formation of the Association until termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of sixty (60) days after conveyance of 2 lots to Owners other than Declarant, three (3) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or five (5) years after the first sale of a Lot by Owner other than Declarant. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be

approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of 2 of lots to Owners other than Declarant, at least one member and not less than 2 members of the Board will be elected by Owners other than the Declarant.

Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least five (5) members, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board member and officers to take office upon termination of the period of Declarant's control. Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including without limitation those items specified in Section 303 (9) of Common Interest Act.

### **ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as needed. The annual assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for such unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and lot thereof. Each assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by any applicable government entity, for the maintenance and construction of a ditch system, storm water facilities and other enhancements serving the Property as voted upon by the Members.

Section 3. Maximum Annual Assessment.

- a. Until commencement of the second annual assessment period, the maximum annual assessment shall be \$120.00 (one hundred and twenty dollars) per Lot.
- b. Effective with the commencement of the second and each subsequent Association fiscal year, the maximum annual assessment against each lot shall be adjusted as needed by majority vote of the Directors.

Section 4. Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained within the Property, and shall be in an amount sufficient to meet the expected needs of the Association.

Section 5. Date of Commencement of Annual Assessments. The initial annual assessment shall commence on the first day of the month following conveyance of the first Lot, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rate share of the last installment due.

Section 6. Reserve Accounts. The Association shall have the right to maintain adequate reserve fund accounts out of the annual assessments for the repair and replacement of those elements of Association property that must be repaired or replaced on a periodic basis.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rates as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his Lot.

**Section 8. Lien for Assessments.**

- a. Under the Common Interest Act, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorney's fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. The statutory lien for assessments is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.
- c. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required, however, a claim may be recorded at the Association's option, in which event costs and attorney's fee incurred in the connection with the preparation and filing of such claim shall be assessed against the Owner's Lot as a default assessment.

**ARTICLE IV  
EXTERIOR MAINTENANCE**

Section 1. General. Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, drainage run-off, the interior and exterior of the residence, improvements constructed thereon, and any fence on the boundary line of a Lot shall be the responsibility of the Owner(s) thereof.

Section 2. Owner's Negligence. Notwithstanding anything to the contrary contained in this Article IV, in the event that the need for maintenance or repair of property owned by the Association is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act of omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair and reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as

provided in Article III of this Declaration. A determination of the negligence or willful act or omission of any Owner or any members of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

## **ARTICLE V ALLOWED USES**

Section 1. General. All of said lots shall be used only for residential purposes. Only detached single-family dwellings may be constructed on any lot, and only one per lot. Every dwelling shall have a private garage for no less than two cars. Subject to ACC (Architectural Control Committee) approval, a caretaker or "mother-in-law" unit attached to the primary residence shall be allowed if authorized under the existing zoning for the property. Overnight parking along the public road shall not be allowed.

Section 2. Driveway. Each driveway shall have a surface constructed of colored earth-toned concrete. In general, driveways should be kept as narrow as possible and not exceed 10-12 feet in width where they connect to the public street. Driveways should follow the natural contours of the site.

Section 3. Minimum Size. Each dwelling shall have minimum dwelling space in the first floor area, exclusive of open porches, patios, basements and garages of not less than 2000 square feet for ranch style and 1800 for the main level for multi-story dwellings. On two story dwellings, the second floor shall be no more than 70% of the first floor footprint.

Section 4. Building Envelope. The recorded Building Envelope Site Plan contains a description of a building envelope for each lot. Each dwelling unit and garage must be constructed entirely within the envelope unless a variance is granted by the ACC and the City of Grand Junction. Detached accessory and storage buildings, must be approved by the ACC and the City of Grand Junction. Construction shall be similar to that of the principal dwelling in color and style.

Section 5. Temporary Structures. No structure of a temporary nature, such as a tent, garage, trailer house, barn, or other outbuilding or basement shall be used on any lot at any time as a residence, either temporarily or permanently. All structures shall be of new construction built onsite. No mobile, modular or manufactured housing shall be allowed.

Section 6. Re-subdivision. No lot shall be re-subdivided.

Section 7. Trash. No lot shall be used or maintained as a dumping ground for rubbish or storage area for junk, lumber or building materials (except during construction period). Trash, garbage, or other waste must be kept in sanitary containers. All equipment for the

storage or disposal of refuse shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

Section 8. Advertising. No signs, advertising devices or billboards shall be displayed within Rocky Heights Subdivision unless written approval thereof is granted by the ACC. With the exception of one "for sale" sign per lot, which shall not be larger than 18 inches by 24 inches, and except for signs used by the Developer for subdivision advertisement and signs used by builders to advertise during the building and sale period. All signage shall be subject to regulation by the City of Grand Junction.

Section 9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as provided in this paragraph. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be controlled and contained so that they do not become a nuisance. Refer to Article V, Section 22 for pet fencing details. Any uncontained pet must be on a leash under the control of a responsible individual.

Section 10. Screening. All clotheslines, implements, equipment, service yards, wood piles, storage piles or similar storage items shall be kept screened by adequate vegetation or fencing to conceal them from public and adjoining property or shall be stored wholly within the enclosed garage or accessory building located on the Lot. Recreational vehicles, including motor homes, trailers, ATVs, snowmobiles, boats and other similar items shall not be stored on property unless within an enclosed garage. All screening plans shall be submitted to the ACC for approval prior to construction.

Section 11. Roofs. Permitted roof coverings shall include: tile, slate, or built-up roof materials where approved by the ACC. No asphalt shingle roofs are allowed. Low pitched hipped and gabled roof forms are encouraged along with a harmonic and integrated roofscape. Smaller roof elements such as dormers shall be proportional to the spaces they cover and to the overall roof size and form. The maximum roof pitch shall be 6/12.

Section 12. Exterior Materials and Colors. Stains and paints shall be colors of subdued earth tones, e.g. taupe, camel, heather, brownish-grey, sage green, sand. No bright or pastel colors or white shall be permitted on the exterior of any structure. Exterior door and window treatment, including garage doors, shall blend with the overall color scheme of structure. No masonite or vinyl exteriors shall be allowed.

Section 13. Height Restriction. Building height shall not exceed 32 feet. Building height shall be measured from the finished grade of the first floor level to the highest point of the structure except that chimneys, flues, vents or similar structures may extend two (2) feet above the maximum height. All Lot building pads shall not exceed three (3) feet above the highest point of the Lot grade existing prior to construction within the building foundation unless approved by the ACC.



Section 14. Exterior building equipment. Solar panels or photovoltaic panels shall not be visible from public streets. No towers or antennas shall be erected on any lot which are higher than three (3) feet above the roofline of the highest structure on the lot. Satellite reception dishes shall be allowed that are less than 36 inches in diameter and shall be installed at the lowest possible level on the home, not visible from public streets, and placed in the rear or side yard such that acceptable signal reception is not impaired.

Section 15. Tanks. No elevated or underground tanks of any kind shall be permitted.

Section 16. Lighting. All exterior lights and light standards shall be designed to avoid spilling onto adjacent residences. Decorative building lighting shall be designed to reduce harsh glares by washing exterior walls in a downward or upward fashion, minimizing lateral effects. Light fixtures include wall scones, recessed lighting, soffit lighting and directional lighting. All exterior lighting plans shall be subject to approval by the ACC for harmonious development and prevention of lighting nuisances.

Section 17. Recreational Vehicles. No snowmobiles, ATVs, go-carts, motorcycles, or similar recreational vehicles shall be operated in Rocky Heights Subdivision except as may be utilized for transportation to public roads.

Section 18. Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property (including burning of trash or rubbish) except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed fireplace, and except for ditch burning in accordance with all County requirements and restrictions.

Section 19. Wildlife. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in Rocky Heights Subdivision, it being the intent hereof to conserve and protect all wildlife to the fullest extent possible. However, the Rocky Heights Homeowners Association shall be allowed to control nuisance animals.

Section 20. Drainage. No modifications or alterations shall be made in such manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage except as approved by the ACC.

Section 21. Landscaping. ACC shall review for approval all landscaping and site plans. Landscaping plans must be prepared by a licensed landscape architect, designer or irrigation specialist based upon site specific geotechnical report noted in Article VII, section 8 of the CCRs. They shall be submitted for ACC approval within one (1) year after home construction is complete, which plans shall include a schedule of completion for not more than one (1) year after approval. The landscape objective for Rocky Heights Subdivision is to

protect and preserve the existing, natural character of the property. Planting of drought tolerant vegetation or natural grasses is required. See Architectural Guidelines for allowed listing of plantings.

Section 22. Fencing. Generally, open space is the guiding principle within Rocky Heights Subdivision to create a country feeling and preserve natural views. For side and rear building envelope fencing (type one), the approved prototype is split rail wood, 4" X 4" wood posts with 4" X 3" or X 2" wood rails, maximum height of 4 feet. Black welded wire meshing shall be used in conjunction with prototype lot fencing for pet containment. All privacy and screening fences (type two) including ornamental types (e.g. stucco, weathered stone walls or wood railing described in type one) shall be no taller than 6 feet and within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling unless specific written permission is given by the ACC for a variance. In determining whether permission should be given, the ACC shall consider the topography, vegetation and desires of the neighborhood. No fencing shall be placed in the No Disturbance Zone as delineated on the plat for the Rocky Heights Subdivision.

Section 23. Mining. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 24. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and may be added to by Lot owners.

Section 25. Noise, odor, plant diseases and insects. No sound shall be emitted on any property which is unreasonably loud or annoying, and no odor shall be omitted on any property which is noxious or offensive to others. No owner shall permit any thing or condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 26. Irrigation. Drought-tolerant irrigation methods such as drip systems are encouraged in the Rocky Heights Subdivision. No flood irrigation will be allowed. Irrigation of vegetation sited above the foundation level (uphill) of each Lot or within 10 feet of said foundation is subject to recommendations of site-specific geotechnical report as noted in Article VII, Section 8 of the CCRs.

Section 27. No disturbance zone. No disturbance shall take place in this area. "No disturbance" is defined as no construction, no grading, no building, no landscaping, no additions, no improvements, and no alterations of any kind to the surface or subsurface of the area."

## ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE (ACC)

**Section 1. Composition of Committee.** The Architectural Control Committee (“ACC”) shall consist of three (3) or more persons appointed by the Board of Directors of the Association; provided, however, that until Declarant has conveyed all Lots to Owners other than Declarant, or until three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earliest, Declarant shall appoint the Architectural Control Committee. A majority of the Committee may, from time to time, designate a representative to act for it. The power of the Declarant to “appoint”, as provided herein, shall include without limitation the power to: initially constitute the membership of the Architectural Control Committee, appoint member(s) to the Architectural Control Committee upon the occurrence of any vacancy therein, for whatever reason remove any member of the Architectural Control Committee, with or without cause, at anytime, and appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. All improvements within the Property constructed by Declarant during the period in which it appoints the Architectural Control Committee shall be deemed approved by the Committee without the issuance of any writing evidencing such approval. The ACC shall have the right to adopt Architectural Control Guidelines from time to time to assist owners in applying for ACC approval.

**Section 2. Prior Approval.** No buildings or exterior improvements of any kind, including (without limitation) driveways leading to the various structures within Rocky Heights Subdivision shall be constructed, remodeled or altered in any fashion on any lands within Rocky Heights Subdivision, nor may any vegetation be altered or destroyed, nor any landscaping performed unless two (2) complete sets of plans and specifications for such construction or alteration or landscaping are submitted to and approved by the ACC prior to the commencement of such work. All applications shall be submitted to the ACC in writing, if the ACC fails to take any action within thirty days after complete architectural plans and specifications shall be deemed to be approved. The ACC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

**Section 3. Plans.** Plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the ACC to properly consider and make a determination thereon. The ACC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

**Section 4. Variance.** Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, or other matters require or allow, the ACC may, by two-thirds vote, allow reasonable variances to any of these covenants, including required sizes of structures, setback of side yard requirements, on such terms and conditions as it shall require. Opinions of adjoining property owners shall be considered in any such decisions. Any setback variance shall also require the approval of the City of Grand Junction.

Section 5. Best Judgment. The ACC shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the land within Rocky Heights Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

Section 6. Time. After approval of any plan by the ACC, the same shall be completed with due diligence in conformity with conditions of approval, if any. Failure to adhere to any term of approval shall operate automatically to revoke the approval, and the ACC may require the property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the ACC.

Section 7. Liability. The ACC, the Developer, the Declarant, or any owner shall not be liable in damages to any person, corporation or association submitting any plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications.

Section 8. Procedures. The Architectural Control Committee shall approve or disapprove all requests for architectural control approval within thirty (30) days after the complete submissions of copies of all plans, specifications, and other materials which the Committee may require in conjunction therewith. In the event that the Architectural Control Committee fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall not be required and this Article shall be deemed to have been fully complied with.

Section 9. Vote and Appeal. A majority vote of the Architectural Control Committee is required to approve a request for architectural approval pursuant to this Article. An Owner may appeal the decision of the Architectural Control Committee, and, in such event, the decision of the Board shall be final.

Section 10. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection.

Section 11. Liability. The Architectural Control Committee and the members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 12. Variance. The Architectural Control Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Article. Such variances or

adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose thereof.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Property, or any portion thereof; or other duly recorded instrument(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Declarant hereby reserves the right to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 4. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 5. Street Lighting. Unless street lighting and the cost thereof is provided by the community in which jurisdiction this subdivision is situated, all Lots shall be subject to and bound to Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 6. Parking. No overnight parking shall be allowed along the public roadway.

Section 7. Duration, Revocation, and Amendment

a. Each and every Provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than a majority of the Members. Such amendment shall be effective when duly recorded in Mesa County, Colorado.

b. If Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the Agencies, Declarant shall have and is hereby specifically granted the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control or the Association.

c. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or Bylaws of the Association at any time prior to the termination of Declarant's control of the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

Section 8. Geotechnical Requirements. Prior to commencement of any construction of any improvements on any Lot, the owners shall have the foundation for the improvement designed by a licensed Colorado professional engineer based upon a site-specific subsurface geologic investigation. The purpose of the site-specific subsurface geologic investigation shall be evaluation of the surface and subsurface geologic conditions of the lot. The investigation and evaluation of that investigation shall determine the measures necessary to mitigate, if any, unsuitability or potentially dangerous geologic conditions. Those mitigation measures shall be incorporated into the foundation and landscape design.

Section 9. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across Tract A, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Property; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owners Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by

Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations hereunder, and the sale of the Lots. Any special Declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Mesa. The rights of Declarant reserved in this Section 8 shall expire five (5) years after the recording of this Declaration. Such instrument shall be executed by Declarant and its transferee. Any rights granted to Declarant under this Declaration shall expire on the date which is ten (10) years from the recording date of this Declaration, unless otherwise provided herein.

Section 10. Easements for Drainage. An easement in gross is hereby granted and conveyed to the Association, its successors and assigns over, under, in and across the Lots of Rocky Heights Subdivision, except those areas depicted as building envelopes on the Building Envelope Site Plan as recorded at Book 3624 Page 502, Mesa County Records, for the installation, operation and maintenance of ditches, other storm water facilities and other facilities reasonably required for the operation and maintenance of drainage for Rocky Heights Subdivision. The Association shall exercise its easement rights in a reasonable and prudent manner after coordination with the owner of the servient estate.

Section 11. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to Mr. Bruce Phillips at Elder & Phillips, P.C., 562 White Avenue, Grand Junction, CO 81501.

Section 12. City of Grand Junction. In order to prevent the diminution in the enjoyment, use or property value of the development, thereby impairing the health, safety and welfare of the Owners therein, the City of Grand Junction by and through its duly authorized officers and employees is hereby granted the right to take such action as the City may deem necessary to enforce the covenants, conditions or restrictions contained in this Declaration with respect to the use of the Lots and parking on the Property for the purpose of ensuring the Association's and the Lot Owners' compliance with the zoning and other applicable ordinances of the City of Grand Junction and to ensure adequate maintenance of Tract A. The Association shall not be dissolved without the consent of the City of Grand Junction.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

**ROCKY HEIGHTS DEVELOPMENT, LLC**

By: Marilyn K. Schiveley  
Marilyn K. Schiveley, Managing Member

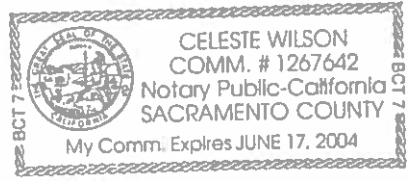
STATE OF CALIFORNIA )  
  )  
COUNTY OF Sacramento

Subscribed and sworn to before me this 26 day of Feb., 2004, by  
Marilyn Schiveley, managing member of Rocky Heights Development, LLC.

WITNESS my hand and official seal.

My commission expires:  
June 17, 2004

Celeste Wilson  
Notary Public





**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Replat of Lot 1,  
Rump Subdivision,  
Mesa County, Colorado

5/28/03

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ROCKY HEIGHTS ESTATES SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROCKY HEIGHTS ESTATES SUBDIVISION ("Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by Rocky Heights Development, LLC, hereinafter referred to as the "Declarant."

**RECITALS**

A. Declarant is the owner of certain real property situated in Mesa County, Colorado, known as Rocky Heights Estates Subdivision, according to the plat thereof recorded at Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in Mesa County, Colorado, all as more specifically described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. Declarant desires to subject and place upon the property described on Exhibit "A" certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities and other charges set forth herein pursuant to the provisions of the Colorado Common Interest Ownership Act ("Common Interest Act") for the purpose of protecting the value and desirability of said property and for the purpose of furthering a plan for the improvements, sale and ownership of said property.

C. Declarant desires to maintain the natural condition of the property and has created building envelopes where all improvements are to be constructed.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein, which are for the purpose of protecting the value and desirability of and which shall run with the above-described property and be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
PROPERTY RIGHTS**

Section 1. Owners' Right of Enjoyment. Subject to the provisions of Section 2 of this Article, the Owner shall have a right to enjoy and use the easements located upon the Property and such right shall be appurtenant to and shall pass with the title to the Lot.

Section 2. Extent of Owner's Right. The right of enjoyment created hereby shall be subject to the following:

- a. The right of Rocky Heights Homeowner's Association, Inc. (the "Association") to promulgate and publish rules and regulations with which each Member shall strictly comply; and
- b. The right of the Association, as provided in its Articles and Bylaws, to suspend voting rights of a Member for any period during which any assessment against his Lot remains unpaid and, for any infraction of its published rules and regulations: and
- c. The right of the Association to close or limit the use of the easements while maintaining, repairing or making replacements thereto or in the event a Member has had his voting right suspended.

Section 3. Delegation of use. Any Owner may delegate, in accordance with the Bylaws, his right of use to the members of his family, his tenants, or contract purchasers who reside on his Lot.

Section 4. Tract A (Drainage Pond). Tract A as described on the plat of the subdivision and dedicated to the Association shall be conveyed in fee simple title to the Association by the Declarant upon the recording of the plat. The Association shall have all rights of ownership and shall be responsible for the maintenance of Tract A.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS: THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to assessment hereunder shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the Owner or Owners as they determine.

Section 2. Directors of the Association. The affairs of this Association shall be managed by a board of five (5) directors (the "Board"). When Declarant relinquishes control of the Board to the Owners pursuant to Section 3 below, the Board shall be managed by at least five (5) directors, one representative per lot.

Section 3. Management of the Association. From the date of formation of the Association until termination of Declarant's control as provided below, Declarant shall have the right to appoint and remove all members of the Board and all officers of the Association. The period of Declarant's control of the Association shall terminate upon the first to occur of sixty (60) days after conveyance of 2 lots to Owners other than Declarant, three (3) years after the last conveyance of a Lot by Declarant in the ordinary course of business, or five (5) years after the first sale of a Lot by Owner other than Declarant. Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the

Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Not later than sixty (60) days after conveyance of 2 of lots to Owners other than Declarant, at least one member and not less than 2 members of the Board will be elected by Owners other than the Declarant.

Not later than the termination of the period of Declarant's control as provided above, the Owners (including Declarant) shall elect a Board of at least five (5) members, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than Declarant and the Board shall elect the officers, with such Board member and officers to take office upon termination of the period of Declarant's control. Within sixty (6) days after Owners other than Declarant elect a majority of the Board, Declarant shall deliver to the Association all property of the Owners and the Association held or controlled by Declarant, including without limitation those items specified in Section 303 (9) of Common Interest Act.

### ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, including Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments as needed. The annual assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) on demand, and without setoff or deduction. The lien may be enforced by foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Board of Directors or managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by the managing agent of the Association and may be recorded in the office of the Clerk and Recorder of the County of Mesa, Colorado. The lien for such unpaid assessment attaches to each Lot at the beginning of each assessment period and shall continue to be a lien against such Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for the Lot against which it is filed and collected as part and lot thereof. Each assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass from them. The Association's lien on a Lot for assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The

acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said assessment lien.

Section 2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, to the extent not performed by any applicable government entity, for the maintenance and construction of a ditch system, storm water facilities and other enhancements serving the Property as voted upon by the Members.

Section 3. Maximum Annual Assessment.

- a. Until commencement of the second annual assessment period, the maximum annual assessment shall be \$120.00 (one hundred and twenty dollars) per Lot.
- b. Effective with the commencement of the second and each subsequent Association fiscal year, the maximum annual assessment against each lot shall be adjusted as needed by majority vote of the Directors.

Section 4. Rate of Assessment. Annual assessments shall be fixed at a uniform rate for all Lots and shall be allocated to each Lot on the basis of a fractional share per Lot, the numerator of which fraction shall be one and the denominator of which shall be the number of Lots contained within the Property, and shall be in an amount sufficient to meet the expected needs of the Association.

Section 5. Date of Commencement of Annual Assessments. The initial annual assessment shall commence on the first day of the month following conveyance of the first Lot, and the second and each subsequent annual assessment period shall correspond with the fiscal year of the Association. The annual assessments shall be made due and payable with such frequency and on such dates as determined by the Board, but no more frequently than monthly, provided that the first annual assessment shall be adjusted according to the number of months in the first Association fiscal year. Any Owner purchasing a Lot between installment due dates shall pay a pro rate share of the last installment due.

Section 6. Reserve Accounts. The Association shall have the right to maintain adequate reserve fund accounts out of the annual assessments for the repair and replacement of those elements of Association property that must be repaired or replaced on a periodic basis.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rates as may be set from time to time by the Association, and the Association may also assess a monthly late charge thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may

waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his Lot.

**Section 8. Lien for Assessments.**

- a. Under the Common Interest Act, the Association has a statutory lien on a Lot for any assessments levied against that Lot and for fines imposed against its Owner from the time each assessment or fine becomes due. In addition, fees, charges, late charges, attorney's fees, fines and interest charged pursuant to this Declaration or the Common Interest Act are enforceable as assessments. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. The statutory lien for assessments is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) a lien of a First Mortgage which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. Notwithstanding the foregoing, the statutory lien for assessments is also prior to the lien of a first mortgage to the extent of an amount equal to the assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six months immediately preceding institution of an action to enforce the statutory lien.
- c. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien or assessment is required, however, a claim may be recorded at the Association's option, in which event costs and attorney's fee incurred in the connection with the preparation and filing of such claim shall be assessed against the Owner's Lot as a default assessment.

## **ARTICLE IV**

### **EXTERIOR MAINTENANCE**

Section 1. **General.** Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, drainage run-off, the interior and exterior of the residence, improvements constructed thereon, and any fence on the boundary line of a Lot shall be the responsibility of the Owner(s) thereof.

Section 2. **Owner's Negligence.** Notwithstanding anything to the contrary contained in this Article IV, in the event that the need for maintenance or repair of the Association Property is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act of omission of any member of such Owner's family or by a guest or invitee of

such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair and reconstruction shall be added to and become part of the assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot as provided in Article III of this Declaration. A determination of the negligence or willful act or omission of any Owner or any members of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

## **ARTICLE V ALLOWED USES**

Section 1. General. All of said lots shall be used only for residential purposes. Only detached single-family dwellings may be constructed on any lot, and only one per lot. Every dwelling shall have a private garage for no less than two cars. Subject to ACC (Architectural Control Committee) approval, a caretaker or "mother-in-law" unit attached to the primary residence shall be allowed if authorized under the existing zoning for the property. Overnight parking along the public road shall not be allowed.

Section 2. Driveway. Each driveway shall have a surface constructed of colored earth-toned concrete. In general, driveways should be kept as narrow as possible and not exceed 10-12 feet in width where they connect to the public street. Driveways should follow the natural contours of the site.

Section 3. Minimum Size. Each dwelling shall have minimum dwelling space in the first floor area, exclusive of open porches, patios, basements and garages of not less than 2000 square feet for ranch style and 1800 for the main level for multi-story dwellings. On two story dwellings, the second floor shall be no more than 70% of the first floor footprint.

Section 4. Building Envelope. The recorded Building Envelope Site Plan contains a description of a building envelope for each lot. Each dwelling unit and garage must be constructed entirely within the envelope unless a variance is granted by the ACC and the City of Grand Junction. Detached accessory and storage buildings, must be approved by the ACC and the City of Grand Junction. Construction shall be similar to that of the principal dwelling in color and style.

Section 5. Temporary Structures. No structure of a temporary nature, such as a tent, garage, trailer house, barn, or other outbuilding or basement shall be used on any lot at any time as a residence, either temporarily or permanently. All structures shall be of new construction built onsite. No mobile, modular or manufactured housing shall be allowed.

Section 6. Re-subdivision. No lot shall be re-subdivided.

REVIEWED AFTER REVISION  
BY COMMUNITY DEVELOPMENT

BLH

Initials

Return to:

City of Grand Junction

Community Development Dept.

File #: FP-2003-074

Planner: Deia Cox





Section 7. Trash. No lot shall be used or maintained as a dumping ground for rubbish or storage area for junk, lumber or building materials (except during construction period). Trash, garbage, or other waste must be kept in sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed on any property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others, or which may constitute a health hazard.

Section 8. Advertising. No signs, advertising devices or billboards shall be displayed within Rocky Heights Subdivision unless written approval thereof is granted by the ACC. With the exception of one "for sale" sign per lot, which shall not be larger than 18 inches by 24 inches, and except for signs used by the Developer for subdivision advertisement and signs used by builders to advertise during the building and sale period. All signage shall be subject to regulation by the City of Grand Junction.

Section 9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as provided in this paragraph. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be controlled and contained so that they do not become a nuisance. Refer to Article V, Section 22 for pet fencing details. Any uncontained pet must be on a leash under the control of a responsible individual.

Section 10. Screening. All clotheslines, implements, equipment, service yards, wood piles, storage piles or similar storage items shall be kept screened by adequate vegetation or fencing to conceal them from public and adjoining property or shall be stored wholly within the enclosed garage or accessory building located on the Lot. Recreational vehicles, including motor homes, trailers, ATVs, snowmobiles, boats and other similar items shall not be stored on property unless within an enclosed garage. All screening plans shall be submitted to the ACC for approval prior to construction.

Section 11. Roofs. Permitted roof coverings shall include: tile, slate, or built-up roof materials where approved by the ACC. No asphalt shingle roofs are allowed. Low pitched hipped and gabled roof forms are encouraged along with a harmonic and integrated roofscape. Smaller roof elements such as dormers shall be proportional to the spaces they cover and to the overall roof size and form. The maximum roof pitch shall be 6/12.

Section 12. Exterior Materials and Colors. Stains and paints shall be colors of subdued earth tones, e.g. taupe, camel, heather, brownish-grey, sage green, sand. No bright or pastel colors or white shall be permitted on the exterior of any structure. Exterior door and window treatment, including garage doors, shall blend with the overall color scheme of structure. No masonite or vinyl exteriors shall be allowed.

Section 13. Height Restriction. Building height shall not exceed 32 feet. Building height shall be measured from the finished grade of the first floor level to the highest point of the structure except that chimneys, flues, vents or similar structures may extend two (2) feet

above the maximum height. All Lot building pads shall not exceed three (3) feet above the highest point of the Lot grade existing prior to construction within the building foundation unless approved by the ACC.

Section 14. Exterior building equipment. Solar panels or photovoltaic panels shall not be visible from public streets. No towers or antennas shall be erected on any lot which are higher than three (3) feet above the roofline of the highest structure on the lot. Satellite reception dishes shall be allowed that are less than 36 inches in diameter and shall be installed at the lowest possible level on the home, not visible from public streets, and placed in the rear or side yard such that acceptable signal reception is not impaired.

Section 15. Tanks. No elevated or underground tanks of any kind shall be permitted.

Section 16. Lighting. All exterior lights and light standards shall be designed to avoid spilling onto adjacent residences. Decorative building lighting shall be designed to reduce harsh glares by washing exterior walls in a downward or upward fashion, minimizing lateral effects. Light fixtures include wall scones, recessed lighting, soffit lighting and directional lighting. All exterior lighting plans shall be subject to approval by the ACC for harmonious development and prevention of lighting nuisances.

Section 17. Recreational Vehicles. No snowmobiles, ATVs, go-carts, motorcycles, or similar recreational vehicles shall be operated in Rocky Heights except as may be utilized for transportation to public roads.

Section 18. Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property (including burning of trash or rubbish) except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed fireplace, and except for ditch burning in accordance with all County requirements and restrictions.

Section 19. Wildlife. No hunting, shooting, trapping or otherwise killing or harming of wildlife shall be permitted in Rocky Heights Estates, it being the intent hereof to conserve and protect all wildlife to the fullest extent possible. However, the Rocky Heights Homeowners Association shall be allowed to control nuisance animals.

Section 20. Drainage. No modifications or alterations shall be made in such manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage except as approved by the ACC.

Section 21. Landscaping. ACC shall review for approval all landscaping and site plans. Landscaping plans must be prepared by a licensed landscape architect, designer or irrigation specialist based upon site specific geotechnical report noted in Article VII, section 8

of the CCRs. They shall be submitted for ACC approval within one (1) year after home construction is complete, which plans shall include a schedule of completion for not more than one (1) year after approval. The landscape objective for Rocky Heights is to protect and preserve the existing, natural character of the property. Planting of drought tolerant vegetation or natural grasses is required. See Architectural Guidelines for allowed listing of plantings.

Section 22. Fencing. Generally, open space is the guiding principle within Rocky Heights to create a country feeling and preserve natural views. For side and rear lot fencing (type one), the approved prototype is split rail wood, 4" X 4" wood posts with 4" X 3" or X 2" wood rails, maximum height of 4 feet. Black welded wire meshing shall be used in conjunction with prototype lot fencing for pet containment. All privacy and screening fences (type two) including ornamental types (e.g. stucco, weathered stone walls or wood railing described in type one) shall be no taller than 6 feet and within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling unless specific written permission is given by the ACC for a variance. In determining whether permission should be given, the ACC shall consider the topography, vegetation and desires of the neighborhood. Privacy and screening fences should not be placed in the no-build zone.

Section 23. Mining. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 24. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and may be added to by Lot owners.

Section 25. Noise, odor, plant diseases and insects. No sound shall be emitted on any property which is unreasonably loud or annoying, and no odor shall be omitted on any property which is noxious or offensive to others. No owner shall permit any thing or condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 26. Irrigation. Drought-tolerant irrigation methods such as drip systems are encouraged in the Rocky Heights subdivision. No flood irrigation will be allowed. Irrigation of vegetation sited above the foundation level (uphill) of each Lot or within 10 feet of said foundation is subject to recommendations of site-specific geotechnical report as noted in Article VII, Section 8 of the CCRs.

Section 27. No disturbance zone. No construction shall take place in this area with the exception of a possible split rail lot line fence. Attention to be given to maintaining the natural vegetation and viewscape in this area. Disturbance is defined as no grading, no building, no landscaping, no additions, no alteration of any kind to the natural vegetation.

## ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE (ACC)

Section 1. Composition of Committee. The Architectural Control Committee (“ACC”) shall consist of three (3) or more persons appointed by the Board of Directors of the Association; provided, however, that until Declarant has conveyed all Lots to Owners other than Declarant, or until three (3) years after the date of recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earliest, Declarant shall appoint the Architectural Control Committee. A majority of the Committee may, from time to time, designate a representative to act for it. The power of the Declarant to “appoint”, as provided herein, shall include without limitation the power to: initially constitute the membership of the Architectural Control Committee, appoint member(s) to the Architectural Control Committee upon the occurrence of any vacancy therein, for whatever reason remove any member of the Architectural Control Committee, with or without cause, at anytime, and appoint the successor thereof; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. All improvements within the Property constructed by Declarant during the period in which it appoints the Architectural Control Committee shall be deemed approved by the Committee without the issuance of any writing evidencing such approval. The ACC shall have the right to adopt Architectural Control Guidelines from time to time to assist owners in applying for ACC approval.

Section 2. Prior Approval. No buildings or exterior improvements of any kind, including (without limitation) driveways leading to the various structures within Rocky Heights Estates Subdivision shall be constructed, remodeled or altered in any fashion on any lands within Rocky Heights Estates Subdivision, nor may any vegetation be altered or destroyed, nor any landscaping performed unless two (2) complete sets of plans and specifications for such construction or alteration or landscaping are submitted to and approved by the ACC prior to the commencement of such work. All applications shall be submitted to the ACC in writing, if the ACC fails to take any action within thirty days after complete architectural plans and specifications shall be deemed to be approved. The ACC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 3. Plans. Plans and specifications submitted hereunder shall show the nature, kind, shape, height, materials, floor plans, location, exterior color scheme, alterations, grading, drainage, erosion control and all other matters necessary for the ACC to properly consider and make a determination thereon. The ACC shall disapprove any plans and specifications submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 4. Variance. Where circumstances such as topography, location of trees, brush, rock outcroppings, area aesthetic considerations, or other matters require or allow, the ACC may, by two-thirds vote, allow reasonable variances to any of these covenants, including required sizes of structures, setback of side yard requirements, on such terms and conditions

as it shall require. Opinions of adjoining property owners shall be considered in any such decisions. Any setback variance shall also require the approval of the City of Grand Junction.

Section 5. Best Judgment. The ACC shall exercise its best judgment to see that all improvements, structures, landscaping and all alterations on the land within Rocky Heights Estates Subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siding, height, topography, grade, drainage, erosion control and finished ground elevations.

Section 6. Time. After approval of any plan by the ACC, the same shall be completed with due diligence in conformity with conditions of approval, if any. Failure to adhere to any term of approval shall operate automatically to revoke the approval, and the ACC may require the property to be restored as nearly as possible to its previous state. The time for completion of any such work may be extended by the ACC.

Section 7. Liability. The ACC, the Developer, or any owner shall not be liable in damages to any person, corporation or association submitting any plans and specifications or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such plans and specifications. Any owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring any action or suit to recover damages against the ACC, the Developer or any owner collectively, its members individually or its advisors, employees or agents.

Section 8. Procedures. The Architectural Control Committee shall approve or disapprove all requests for architectural control approval within thirty (30) days after the complete submissions of copies of all plans, specifications, and other materials which the Committee may require in conjunction therewith. In the event that the Architectural Control Committee fails to approve or disapprove any request within thirty (30) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall not be required and this Article shall be deemed to have been fully complied with.

Section 9. Vote and Appeal. A majority vote of the Architectural Control Committee is required to approve a request for architectural approval pursuant to this Article. An Owner may appeal the decision of the Architectural Control Committee, and, in such event, the decision of the Board shall be final.

Section 10. Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection.

Section 11. Liability. The Architectural Control Committee and the members thereof shall not be liable in damages to any person submitting requests for approval or to any Owner, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction hereunder.

Section 12. Variance. The Architectural Control Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article, in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Article. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose thereof.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in this Declaration shall be by any proceeding at law or in equity against any person or persons, including without limitation the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain and/or prosecute any such proceedings, and the Association shall further have the right to levy and collect fines for the violation of any provision of the aforesaid documents in any action instituted or maintained under this Section, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any other sums awarded by the Court. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 3. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the Property, or any person thereof; or other duly recorded instrument(s). Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Declarant hereby reserves the right to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

Section 4. Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 5. Street Lighting. Unless street lighting and the cost thereof is provided by the community in which jurisdiction this subdivision is situated, all Lots shall be subject to

and bound to Public Service Company tariffs which are now and may in the future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

Section 6. Parking. No overnight parking shall be allowed along the public roadway.

Section 7. Duration, Revocation, and Amendment

a. Each and every Provision of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of recording of this Declaration, after which time this Declaration shall be automatically extended for successive periods often (10) years each. This Declaration may be amended during the first twenty (20) year period, and during subsequent extensions thereof, by any instrument approved in writing by not less than a majority of the Members. Such amendment shall be effective when duly recorded in Mesa County, Colorado.

b. If Declarant shall determine that any amendments to this Declaration or any amendments to the Articles of Incorporation or Bylaws of the Association shall be necessary in order for existing or future mortgages, deeds of trust or other security instruments to be acceptable to any of the Agencies, Declarant shall have and is hereby specifically granted the right and power to make and execute any such amendments without obtaining the approval of any Owners or First Mortgagees. Each such amendment of this Declaration or of the Articles of Incorporation or Bylaws shall be made, if at all, by Declarant prior to termination of the Declarant's control or the Association.

c. Declarant hereby reserves and is granted the right and power to record technical amendments to this Declaration, Articles of Incorporation or Bylaws of the Association at any time prior to the termination of Declarant's control of the Association, for the purposes of correcting spelling, grammar, dates, typographical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

Section 8. Geotechnical Requirements. Prior to commencement of any construction of any improvements on any Lot, the owners shall have the foundation for the improvement designed by a licensed Colorado professional engineer based upon a site-specific subsurface geologic investigation. The purpose of the site-specific subsurface geologic investigation shall be evaluation of the surface and subsurface geologic conditions of the lot. The investigation and evaluation of that investigation shall determine the measures necessary to mitigate, if any, unsuitability or potentially dangerous geologic conditions. Those mitigation measures shall be incorporated into the foundation and landscape design.

Section 9. Rights of Declarant Incident to Construction. An easement is hereby retained by and granted to Declarant, its successors and assigns, for access, ingress and egress over, in, upon, under, and across Tract A, including but not limited to the right to store



materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Property; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his family members, guests, or invitees, to or of that Owners Lot. Declarant, for itself and its successors and assigns, hereby retains a right to store construction materials on Lots owned by Declarant and to make such other use thereof as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations hereunder, and the sale of the Lots. Any special declarant rights created or reserved under this Article or elsewhere in this Declaration for the benefit of Declarant may be transferred to any person by an instrument describing the rights transferred and recorded in the office of the Clerk and Recorder for the County of Mesa. The rights of Declarant reserved in this Section 8 shall expire five (5) years after the recording of this Declaration. Such instrument shall be executed by Declarant and its transferee. Any rights granted to Declarant under this Declaration shall expire on the date which is ten (10) years from the recording date of this Declaration, unless otherwise provided herein.

Section 10. Easements for Drainage. An easement in gross is hereby granted and conveyed to the Association, its successors and assigns over, under, in and across the Lots of Rocky Heights Estates subdivision, except those areas depicted as building envelopes on the Building Envelope Site Plan as recorded at Book \_\_\_\_ Page \_\_\_\_, Mesa County Records, for the installation, operation and maintenance of ditches, other storm water facilities and other facilities reasonably required for the operation and maintenance of drainage for Rocky Heights Estates Subdivision. The Association shall exercise its easement rights in a reasonable and prudent manner after coordination with the owner of the servient estate.

Section 11. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. However, if any Owner fails to so notify the Association of a registered address, then any notice or demand may be sent to such Owner at the address of such Owner's Lot. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid, to Mr. Bruce Phillips at Elder & Phillips, P.C., 562 White Avenue, Grand Junction, CO 81501.

Section 12. City of Grand Junction. In order to prevent the diminution in the enjoyment, use or property value of the development, thereby impairing the health, safety and welfare of the Owners therein, the City of Grand Junction by and through its duly authorized officers and employees is hereby granted the right to take such action as the City may deem necessary to enforce the covenants, conditions or restrictions contained in this Declaration with respect to the use of the Lots and parking on the Property for the purpose of ensuring the Association's and the Lot Owners' compliance with the zoning and other applicable ordinances of the City of Grand Junction and to ensure adequate maintenance of Tract A. The Association shall not be dissolved without the consent of the City of Grand Junction.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal as of the day and year first above written.

**ROCKY HEIGHTS, L.L.C.**

By: the Marjorie E. Rump Family Trust 2000

By: \_\_\_\_\_  
Marjorie E. Rump, Trustee

STATE OF CALIFORNIA    )  
  )  
COUNTY OF                    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by  
\_\_\_\_\_ of Rocky Heights LLC.

WITNESS my hand and official seal.

My commission expires:  
Notary Public

By: \_\_\_\_\_  
Marilyn K. Schiveley, Member

STATE OF CALIFORNIA    )  
  )  
COUNTY OF                    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by  
\_\_\_\_\_ of the Rocky Heights, LLC.

WITNESS my hand and official seal.

My commission expires:  
Notary Public

By: \_\_\_\_\_  
Susan Rump Steinbach, Member

STATE OF CALIFORNIA )  
  )  
COUNTY OF                    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by  
\_\_\_\_\_ of the Rocky Heights, LLC.

WITNESS my hand and official seal.

My commission expires:  
Notary Public

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Warranty Deed**

Grantors, Marilyn K. Schiveley, Susan Rump Steinbach, and The Marjorie E. Rump Family Trust 2000

whose address is 222 Easter Hill Drive, Grand Junction, CO 81503  
 County of \_\_\_\_\_, State of California  
 for the consideration of Ten dollars, in hand paid,  
 hereby sells and conveys to The Museum of Western Colorado, Inc., a Colorado non-profit corporation  
 whose legal address is 4<sup>th</sup> and Ute, Grand Junction, CO 81501  
 County of Mesa, and State of Colorado the following real property in the County of Mesa, and State of Colorado, to wit:

**Variable Width Pedestrian Easement**, created by the plat of Rocky Heights Subdivision, as recorded in Mesa County, Colorado Records.

also known by street and number as \_\_\_\_\_  
 with all its appurtenances, subject to easements, restrictions, and rights-of-way of record

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
 By: Marilyn K. Schiveley  
 \_\_\_\_\_  
 By: Susan Rump Steinbach  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 For: The Marjorie E. Rump Family Trust 2000  
 Title \_\_\_\_\_

STATE OF \_\_\_\_\_,  
 } ss  
 County of \_\_\_\_\_

The foregoing, instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.  
 by \_\_\_\_\_, and by \_\_\_\_\_  
 \_\_\_\_\_ for the Marjorie E. Rump Family Trust 2000

My commission expires \_\_\_\_\_  
 Witness my hand and official seal.

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

\*If in Denver, Insert "City and",

**Warranty Deed**

Grantors, Marilyn K. Schiveley, Susan Rump Steinbach, and The Majorie E. Rump Family Trust 2000

whose address is 222 Easter Hill Drive, Grand Junction, CO 81503  
County of \_\_\_\_\_, State of California  
for the consideration of Ten dollars, in hand paid,  
hereby sells and conveys to Rocky Heights Homeowners Association, Inc.  
whose legal address is 222 Easter Hill Drive, Grand Junction, CO 81503  
County of Mesa, and State of Colorado the following real property in the  
County of Mesa, and State of Colorado, to wit:

Drainage Easements as perpetual easements for the installation operation maintenance and repair of drainage systems and to supply and drain water. Subject to Covenants, conditions or restrictions by the Rocky Heights Homeowners Association, Inc.

Together with

Tract A, for (a) the conveyance or storage of storm water through natural or manmade facilities above or below ground; (b) the maintenance and repair of the systems; (c) the use of the City and any water provider for the installation, operation, maintenance and repair of storm water facilities.

All located and created by the plat of Rocky Heights Subdivision, as recorded in Mesa County, Colorado Records.

also known by street and number as

with all its appurtenances, subject to easements, restrictions, and rights-of-way of record

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
By: Marilyn K. Schiveley

\_\_\_\_\_  
By: Susan Rump Steinbach

\_\_\_\_\_  
By: \_\_\_\_\_  
For: The Marjorie E. Rump Family Trust 2000  
Title \_\_\_\_\_

STATE OF \_\_\_\_\_,  
County of \_\_\_\_\_ } ss

The foregoing, instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.  
by \_\_\_\_\_, and by \_\_\_\_\_  
\_\_\_\_\_ for the Marjorie E. Rump Family Trust 2000

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

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

•If in Denver, Insert "City and ",

Name and address of Person Creating Newly Created Legal Description (28-35-106.5,C.R.S.)  
Patrick R. Green LANDesign 244 N 7<sup>th</sup>, Grand Junction, CO 81501  
No.897 Rev. 6-92. WARRANTY DEED (Short Form)

**Warranty Deed**

**Grantors, Marilyn K. Schiveley, Susan Rump Steinbach, and The Marjorie E. Rump Family Trust 2000**

whose address is 222 Easter Hill Drive, Grand Junction, CO81503  
County of \_\_\_\_\_, State of California  
for the consideration of Ten dollars, in hand paid,  
hereby sells and conveys to Audubon Society  
whose legal address is 337 25 ¼ Road, Grand Junction, CO 81503  
County of Mesa, and State of Colorado the following real property in the  
County of Mesa, and State of Colorado, to wit:

Tract B, created by the plat of Rocky Heights Subdivision, as recorded in Mesa County, Colorado Records.

also known by street and number as

with all its appurtenances, subject to easements, restrictions, and rights-of-way of record

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
By: Marilyn K. Schiveley

\_\_\_\_\_  
By: Susan Rump Steinbach

\_\_\_\_\_  
By: \_\_\_\_\_  
For: The Marjorie E. Rump Family Trust 2000  
Title \_\_\_\_\_

STATE OF \_\_\_\_\_,  
County of \_\_\_\_\_ } ss

The foregoing, instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003.  
by \_\_\_\_\_, and by \_\_\_\_\_  
\_\_\_\_\_ for the Marjorie E. Rump Family Trust 2000

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

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

•If in Denver, insert "City and",

Name and address of Person Creating Newly Created Legal Description (28-35-106.5,C.R.S.)  
Patrick R. Green LANDesign 244 N 7<sup>th</sup>, Grand Junction, CO 81501  
No.897 Rev. 6-92. WARRANTY DEED (Short Form)

7:00 P.M. to 8:22 P.M.

### III. CONSENT AGENDA

The proposed Consent Agenda items were read: FP-2003-074 (Revised Preliminary Plan--Rocky Heights Estates). No objection was raised from the audience, planning commissioners or staff on this item.

MOTION: (Commissioner Cole) "Mr. Chairman, I would move for approval of the Consent Agenda as submitted."

Commissioner Evans seconded the motion. A vote was called and the motion passed unanimously by a vote of 7-0.



AGENDA TOPIC: FP-2003-074, Rocky Heights Estates

**ACTION REQUESTED:** Revised Preliminary Plan Approval for Rocky Heights Estates, a 5 lot subdivision located off Escondido Circle.

**BACKGROUND INFORMATION**

Location:	Off Escondido Circle		
Applicants:	Rocky Heights, LLC (M. Shiveley, Rep.)		
Existing Land Use:	Vacant		
Proposed Land Use:	Residential		
Surrounding Land Use:	North	Residential	
	South	Open Space	
	East	Residential	
	West	Residential	
Existing Zoning:	PD 3.2 and CSR		
Proposed Zoning:	N/A		
Surrounding Zoning:	North	PD 2.5	
	South	CSR	
	East	County RSF-4	
	West	County RSF-4	
Growth Plan Designation:	Residential Estate, 2-5 acre lots		
Zoning within density range?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PROJECT DESCRIPTION:** Request to revise Preliminary Plan Approval to revise a rock rollout trench that was required as a part of the original plan approved for the proposed 5 lot subdivision. Rocky Heights Estates is located off Escondido Circle which is part of the Desert Hills Estates Subdivision, and just north of Riggs Hill.

**RECOMMENDATION:** Staff recommends approval.

The proposed Rocky Heights subdivision is located north of Riggs Hill off of Escondido Circle and south of the Desert Hills Estates subdivision. The subdivision is a replat of Lot 1 of the Rump Subdivision. Access will come from Escondido Circle in the Desert Hills Estates subdivision.

In 1999, the applicants requested a Growth Plan Amendment to classify this property to Residential Estate, 2-5 acres per unit and requested a related rezone. City Council granted the Growth Plan Amendment and zoned the property RSF-R, with no more than 3 lots to be developed. The applicant submitted a Preliminary Plan with the request to rezone to a PD (1 du/3.2 acres) zone district and CSR for the open space. A request for a design exception from the TEDS manual to reduce the required road right-of-way by 4 feet and to eliminate the sidewalk was also submitted and approved by the Public Works Director.

The Rocky Heights Estates subdivision proposed 5 residential lots; Tract A which was to be conveyed as open space to the Audubon Society; and Tract B and Tract C which were to be owned by the Home Owner's Association. Building envelopes were established for each lot and were to be recorded with the final plat. The applicant proposed to convey 7.037 acres of open space to the Audubon Society for public benefit and to rezone the property to Community Services and Recreation (CSR). Tract B was to provide a location for a detention facility if necessary, and Tract C was originally approved to contain the required rock rollout trench.

Since the time of original approval, the applicant has performed further research concerning the necessity of the rock rollout trench that was to be located in Tract C. Subsequent research has indicated that construction of said trench would be more disruptive to the onsite soils and existing drainage conditions than other methods of mitigation. Grand Junction Lincoln Devore performed extensive research into alternative forms of mitigation. The final analysis and report concluded that the trench was not necessary, and that the mitigation efforts of the trench could be met by reducing the building envelopes for the lots and by reserving a "No Disturbance Zone" at the rear of the lots where the trench had previously been proposed for construction.

The GJ Lincoln Devore study was submitted to the Colorado Geological Survey (CGS) for review and approval. The CGS, in the original comments for the Preliminary Plan, had raised concerns that the rock rollout trench seemed excessive for the concern it was to mitigate. In reviewing the findings of the GJ Lincoln Devore study, the CGS concurred with the report and recommendations.

City Development Engineer Rick Dorris has also reviewed the report and

Rocky Heights Estates Subdivision.

2. Consistency with the Growth Plan

The proposed plan is consistent with the goals and policies of the Growth Plan and Future Land Use Map.

3. Section 2.8.B.2 of the Zoning and Development Code

A preliminary plan can only be approved when it is in compliance with all of the following:

- a. The Growth Plan, Grand Valley Circulation Plan, Urban Trails Plan and other adopted plans.
- b. The purposes of this Section 2.8.B.
- c. The Subdivision standards of Section 6.7.
- d. The Zoning standards contained in Chapter 3.
- e. Other standards and requirements of the Zoning and Development Code and all other City policies and regulations.
  
- f. Adequate public facilities and services will be available concurrent with the subdivision.
  
- g. The project will have little or no adverse or negative impacts upon the natural or social environment.
- h. Compatibility with existing and proposed development on adjacent properties.
- i. Adjacent agricultural property and land uses will not be harmed.
- j. Is neither piecemeal development nor premature development of agricultural land or other unique areas.
- k. There is adequate land to dedicate for provision of public services.
- l. This project will not cause an undue burden on the City for maintenance or improvement of land and/or facilities.

The above noted criteria have been satisfied. The current application concerns only the change in mitigation for the rock rollout trench that was required as a part of the original plan.

**FINDINGS OF FACT/CONCLUSIONS**

After reviewing the Rocky Heights Estates application, FP-2003-074, for preliminary plan approval, staff recommends that the Planning Commission make the following findings of fact and conclusions:

1. The proposed preliminary plan is consistent with the goals and policies of the Growth Plan and Future Land Use Map.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission approve the proposed revised Preliminary Plan for Rocky Heights Estates, FP-2003-074, with the findings and conclusions listed above.

**RECOMMENDED PLANNING COMMISSION MOTION:**

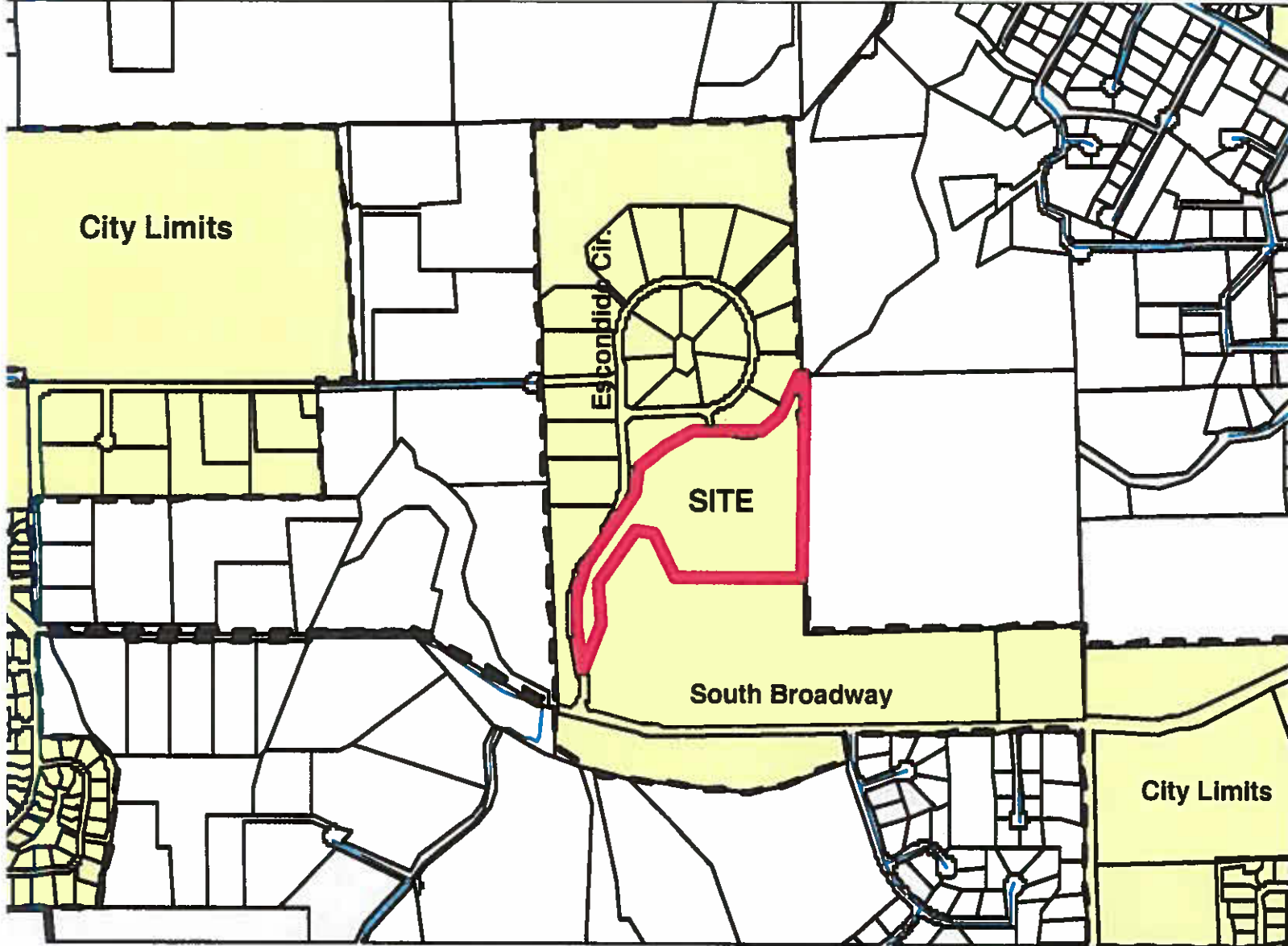
Mr. Chairman, on item FP-2003-074, request for Revised Preliminary Plan Approval for the Rocky Heights Estates Subdivision, I move that we approve subject to staff conditions, with the findings and conclusions as outlined by staff above.

**Attachments:**

1. Vicinity Map (Figure 1)
2. Aerial Photo (Figure 2)
3. Growth Plan Map (Figure 3)
4. Zoning Map (Figure 4)
5. Revised Preliminary Plan

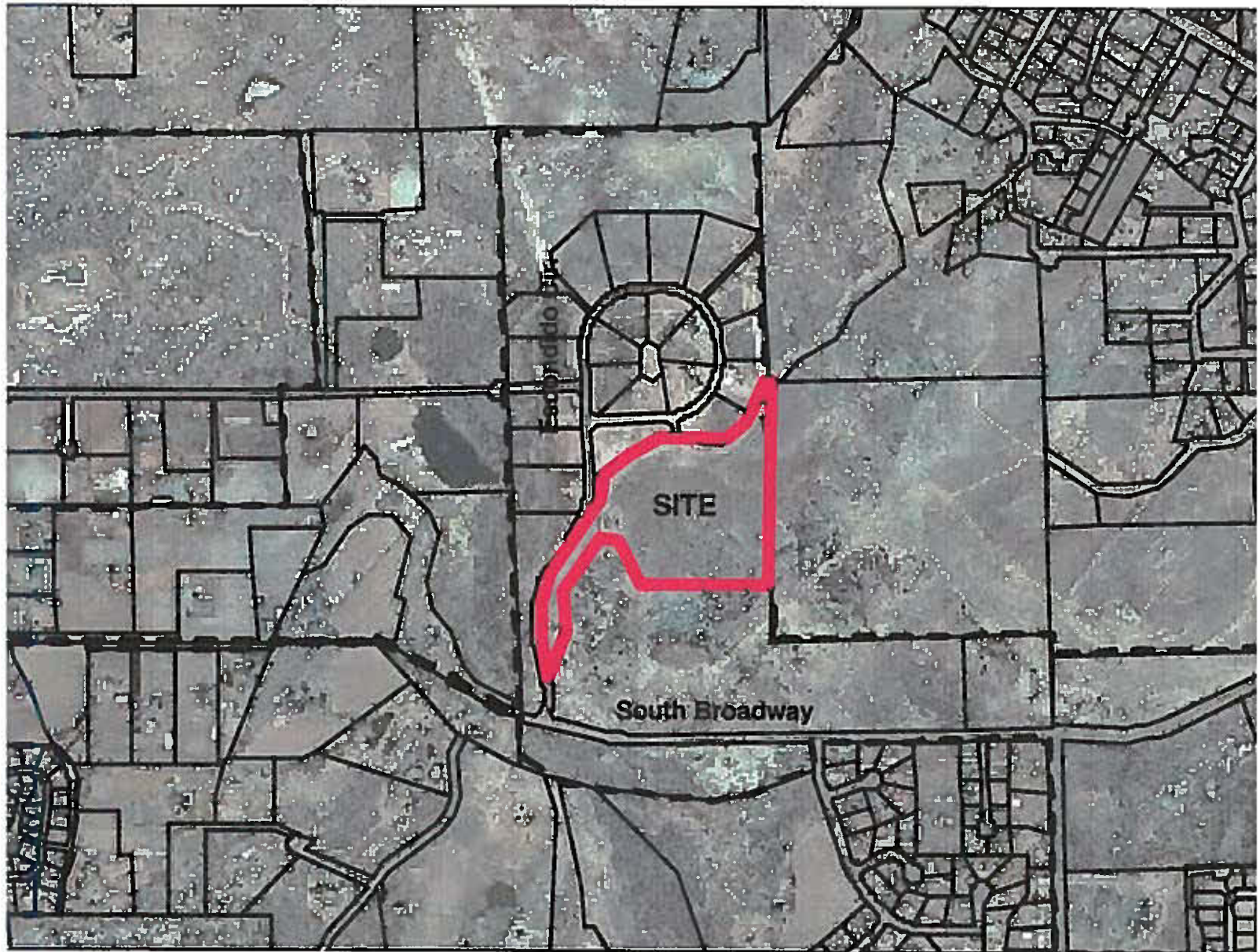
# Site Location Map

Figure 1



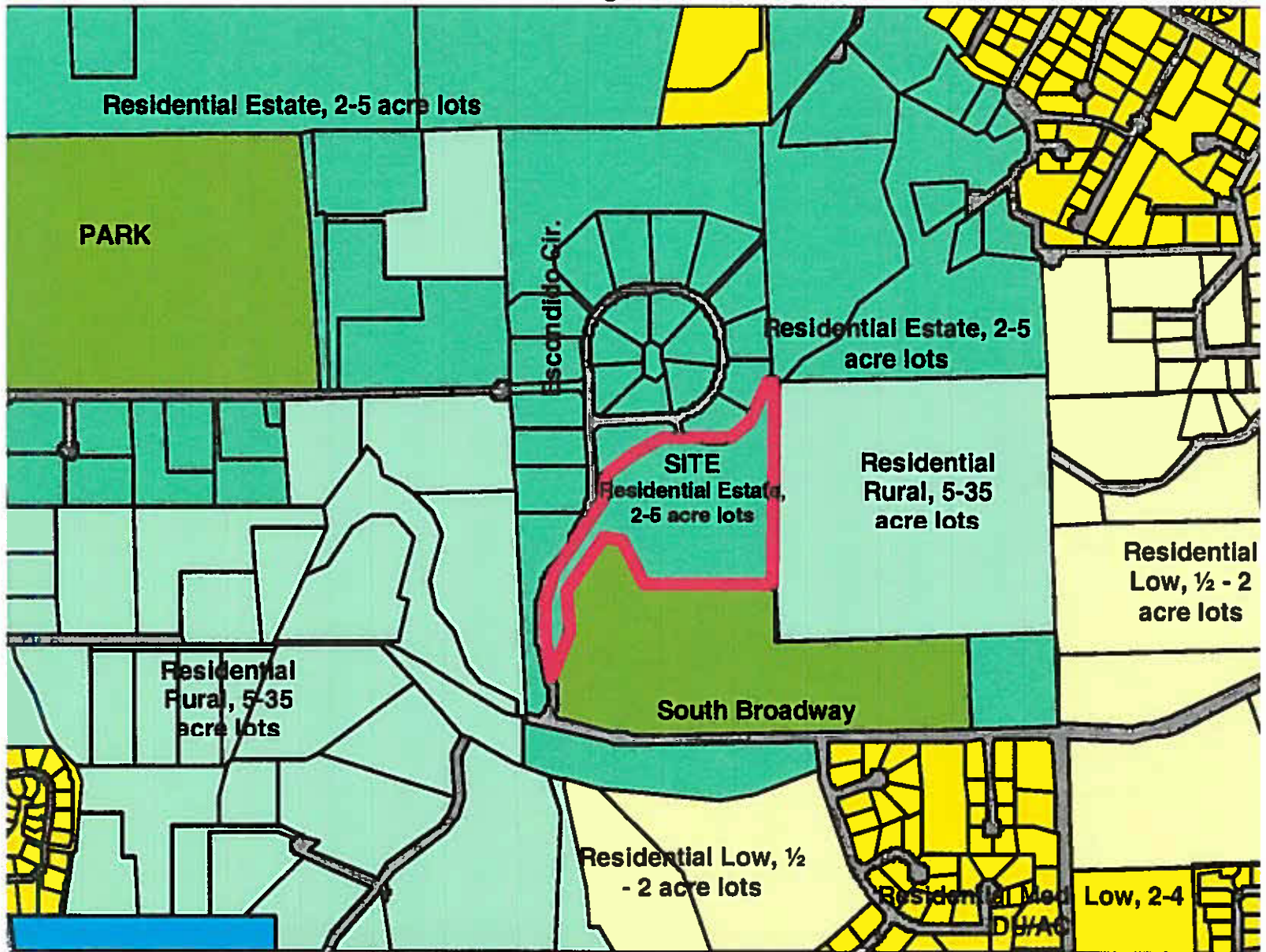
# Aerial Photo Map

Figure 2



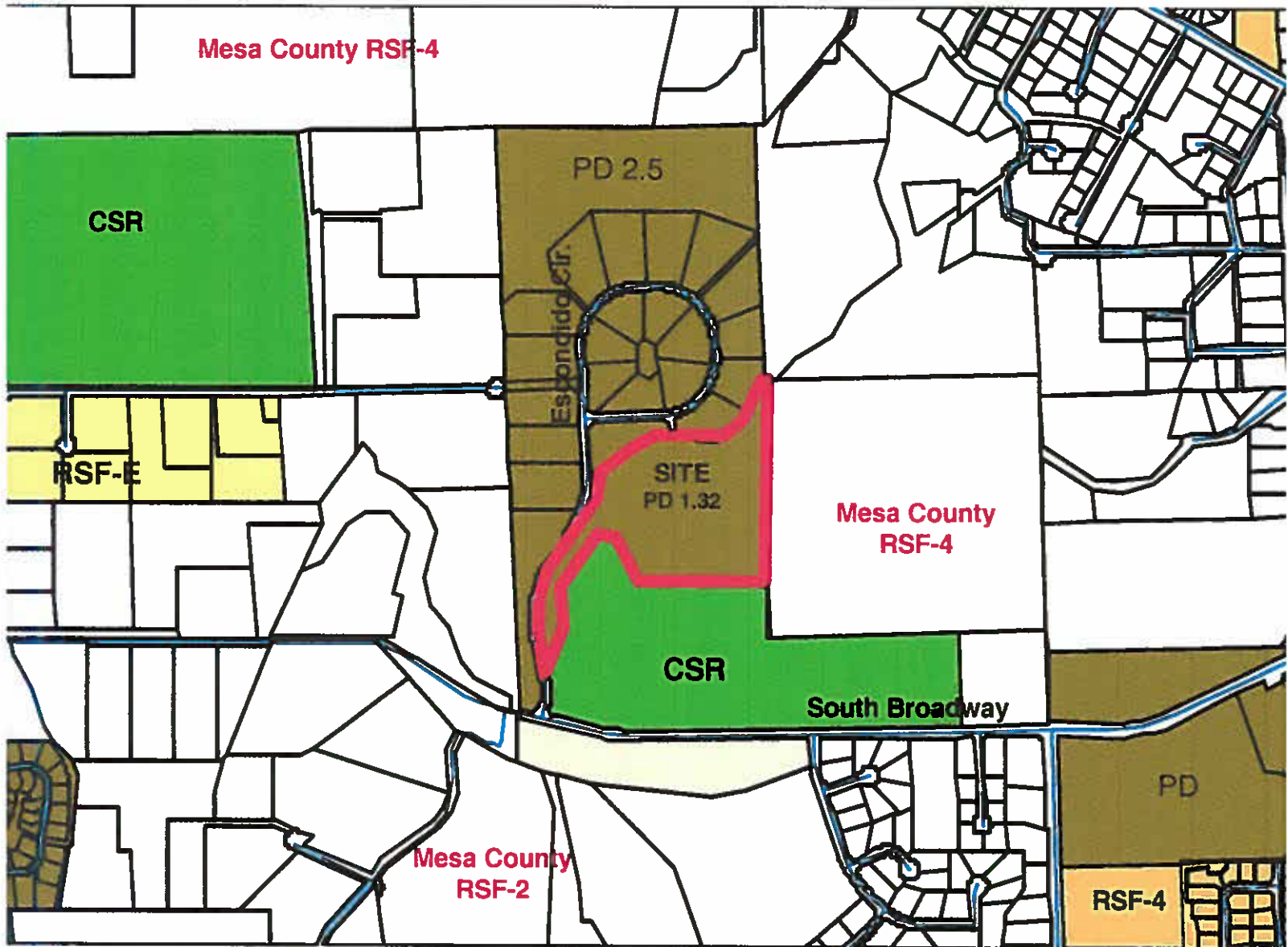
# Future Land Use Map

Figure 3



# Existing City and County Zoning

Figure 4



Mesa County is currently in the process of updating their zoning map. Please contact Mesa County directly to determine parcels and the z



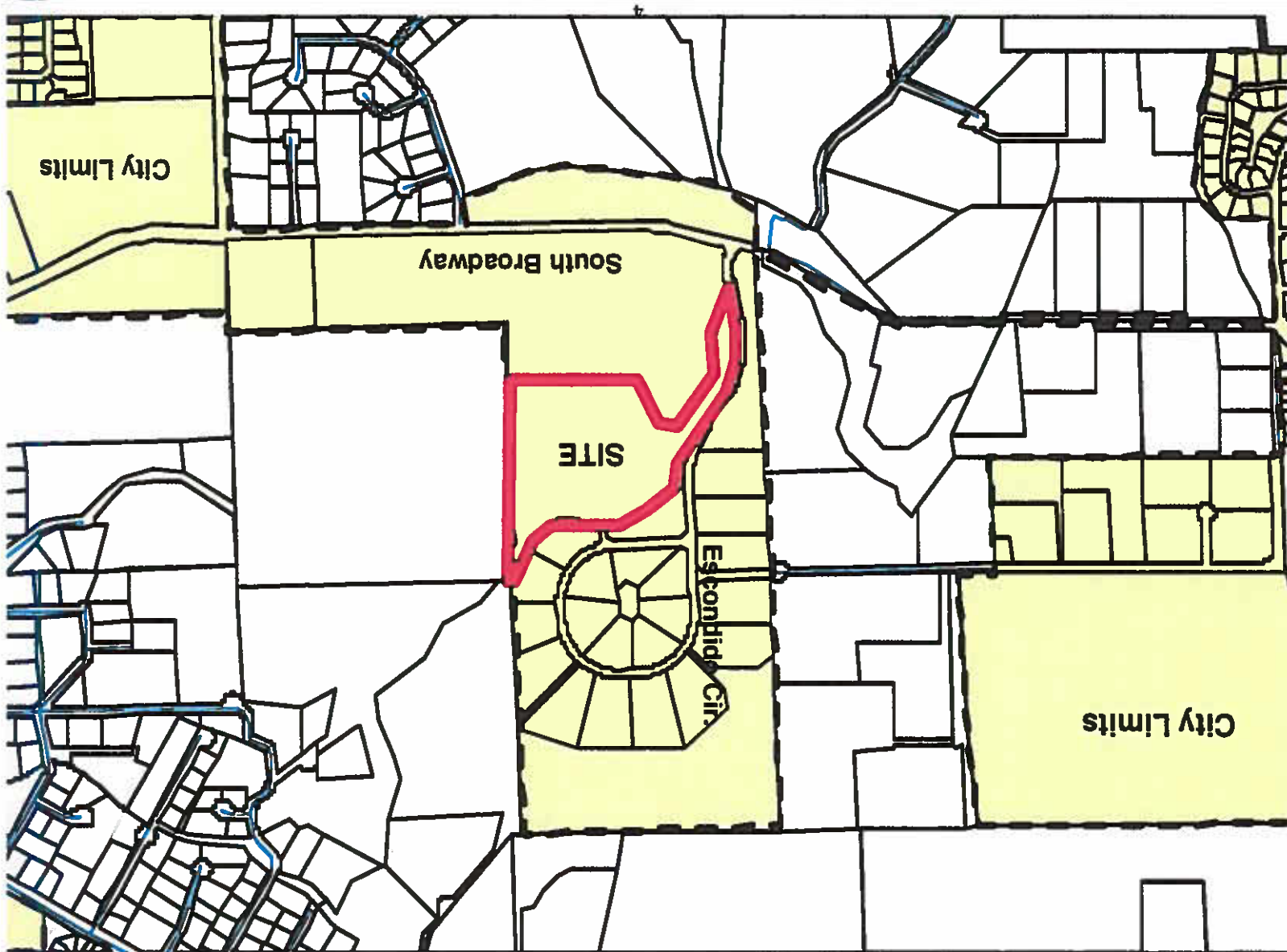
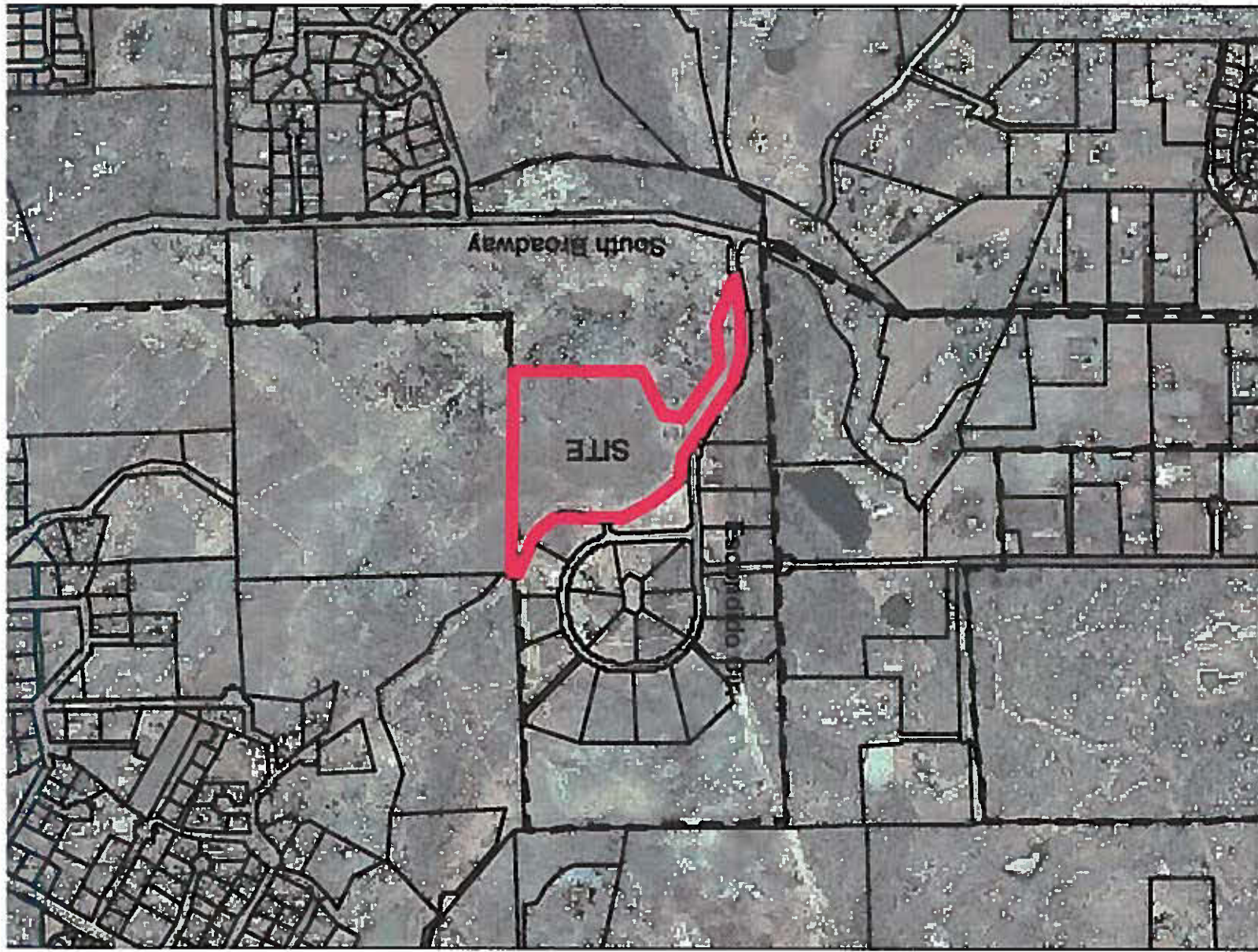


Figure 1

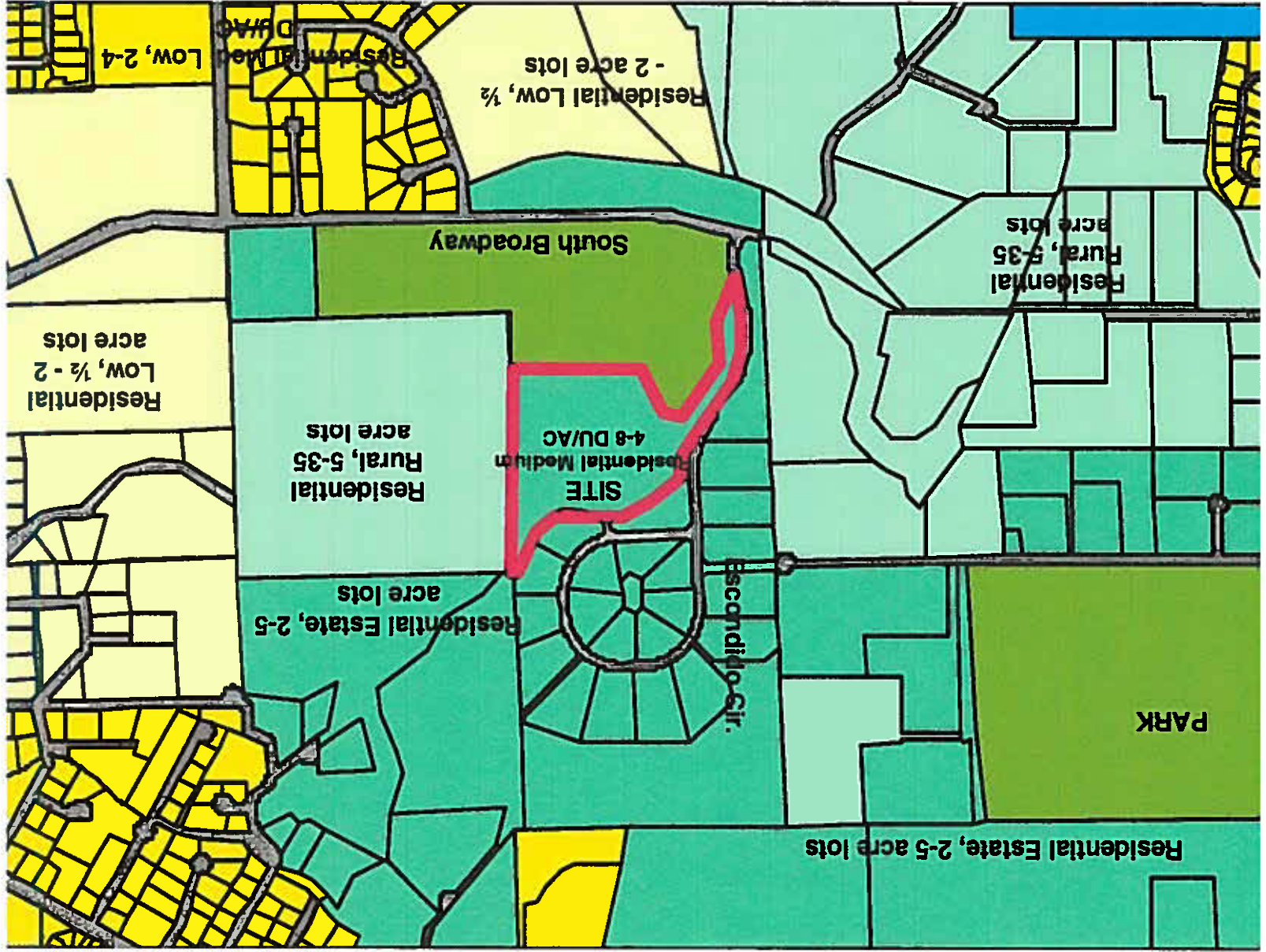
# Site Location Map

**Aerial Photo Map**  
Figure 2



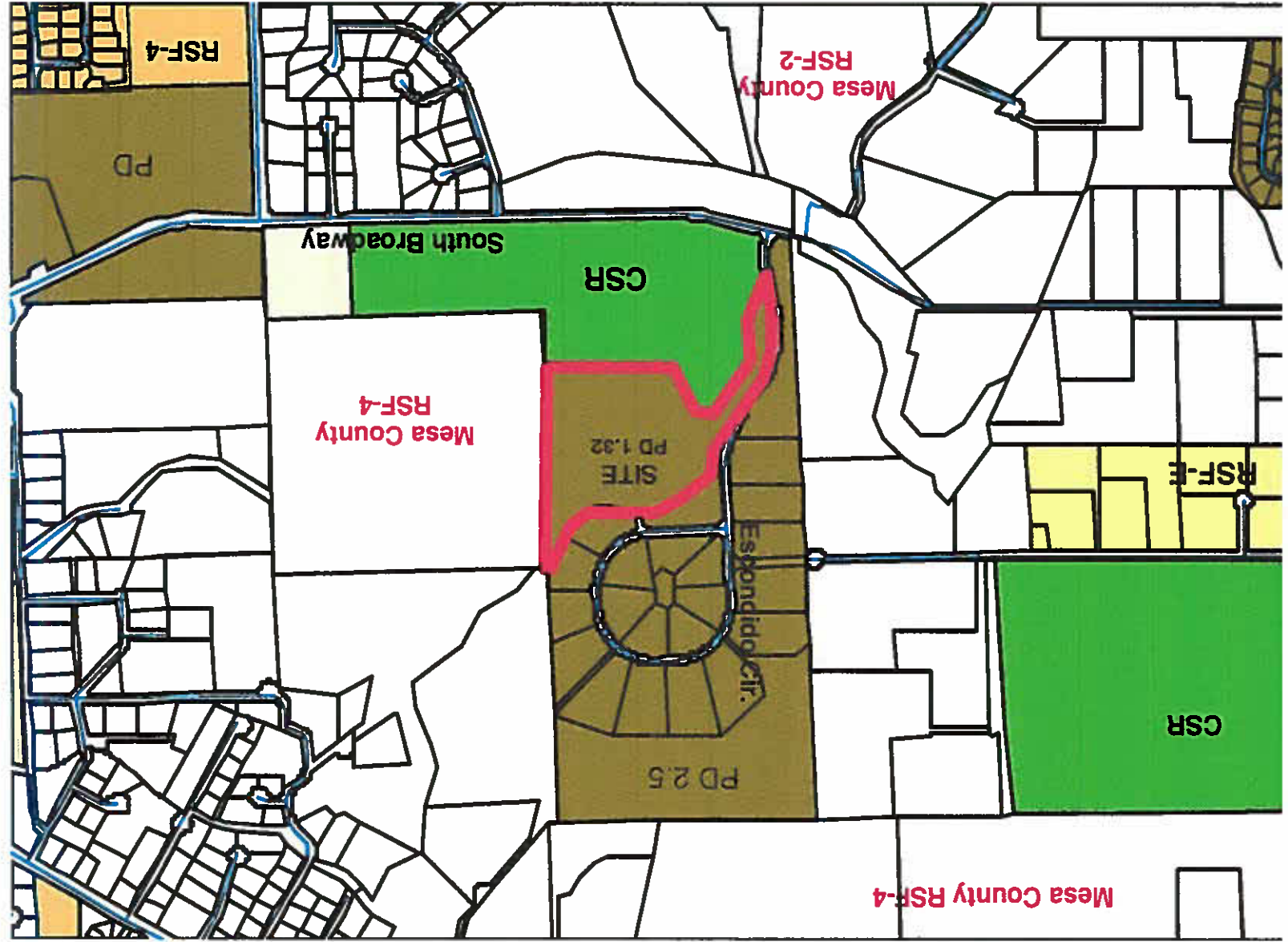
# Future Land Use Map

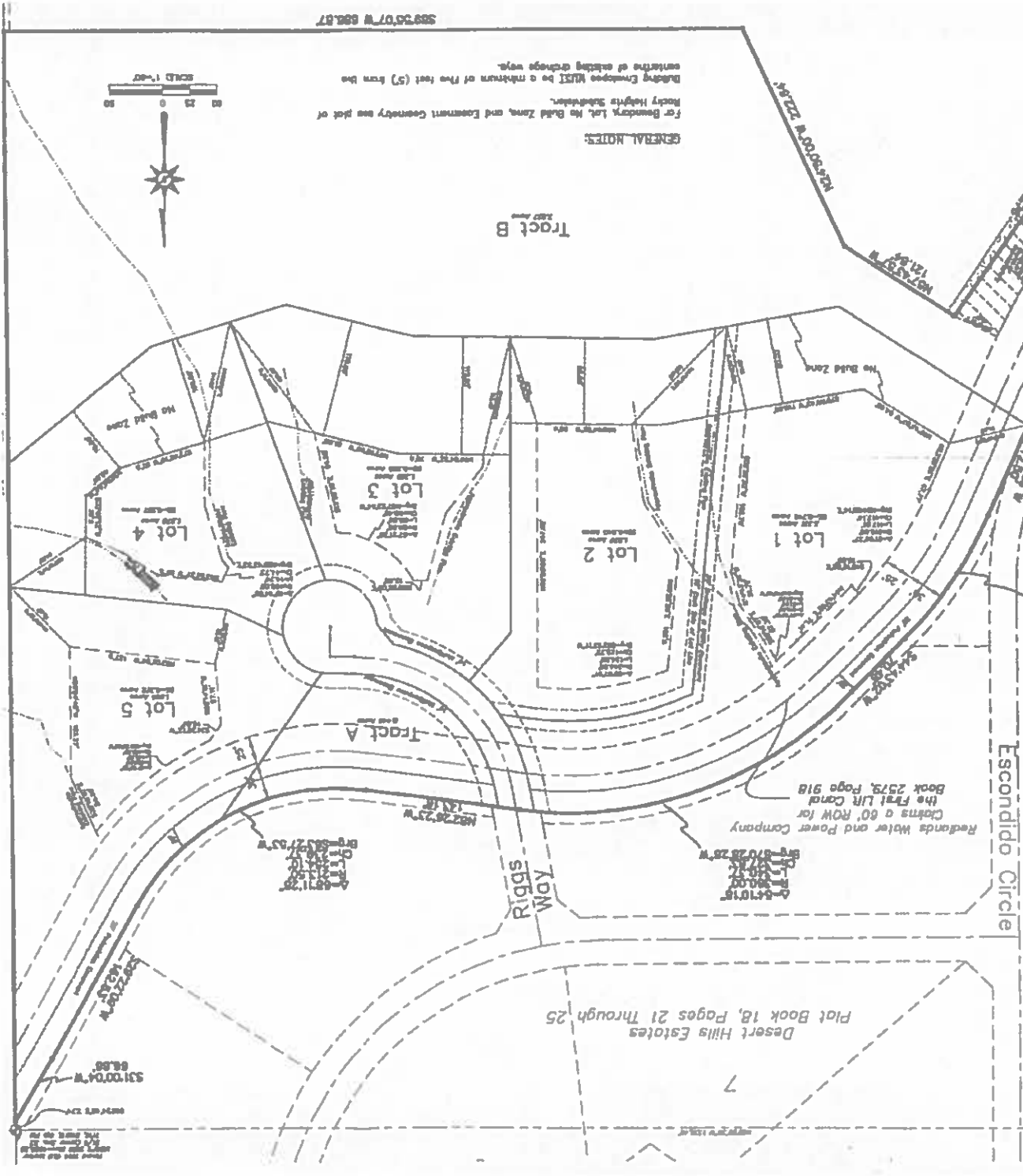
Figure 3



# Existing City and County Zoning

Figure 4





GENERAL NOTES:  
 For Boundary, Lot, No Build Zone, and Easement Geometry see plot of  
 Rocky Heights Subdivision.  
 Existing Easement (W/ST) be a minimum of five feet (5') from the  
 centerline of existing drainage ways.



539'35.07' W 698.87'

367'24.80' S 222.24'

Tract B

No Build Zone

No Build Zone

Lot 4

Lot 3

Lot 2

Lot 1

Lot 5

Tract A

Redlands Water and Power Company  
 Owns a 60' ROW for  
 the First Lift Canal  
 Book 2579, Page 918

Riggs Way

Escondido Circle

Desert Hills Estates  
 Plat Book 18, Pages 21 Through 25

7

531'00.04' W 68.85'

367'24.80' S 222.24'

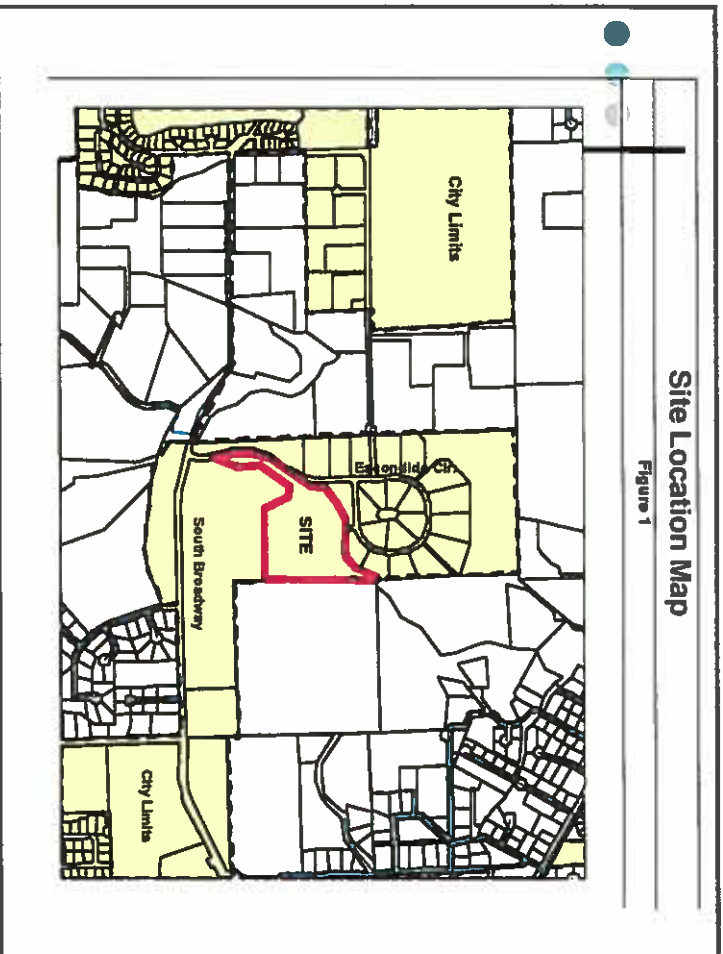
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Rocky Heights Estates  
FP-2003-074

Lisa E. Cox, AICP  
Community Development Dept.  
September 9, 2003



Aerial Photo Map

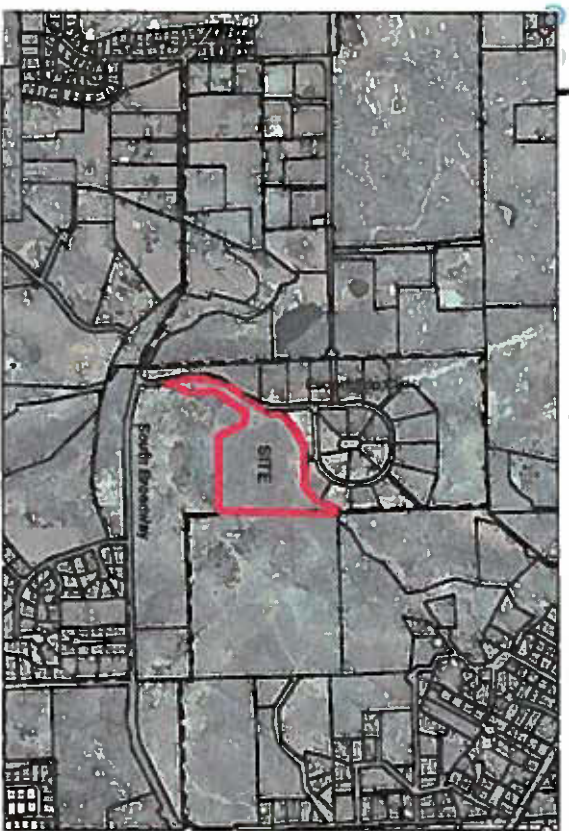


Figure 2

Future Land Use Map

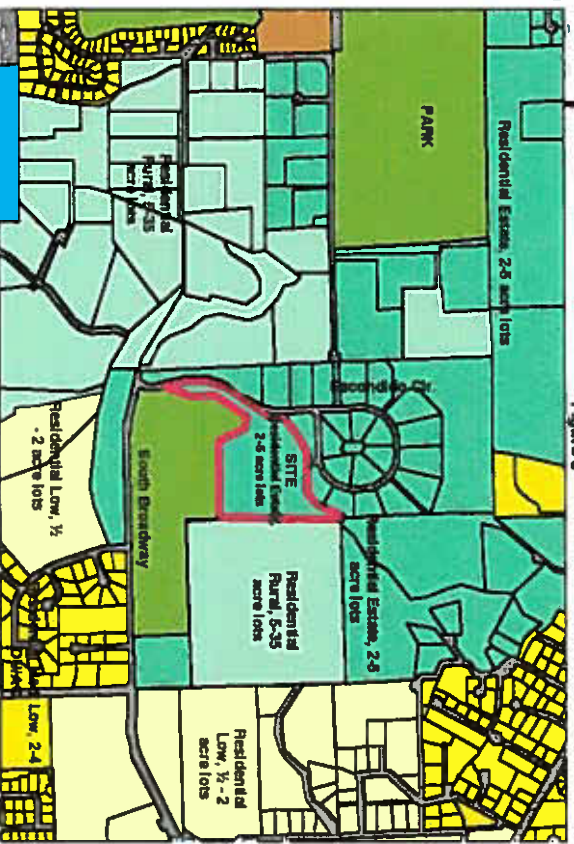
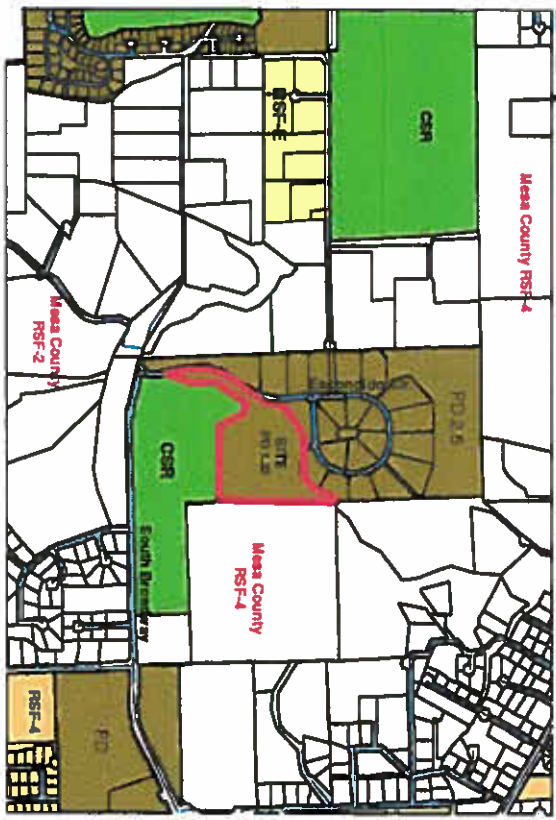


Figure 3

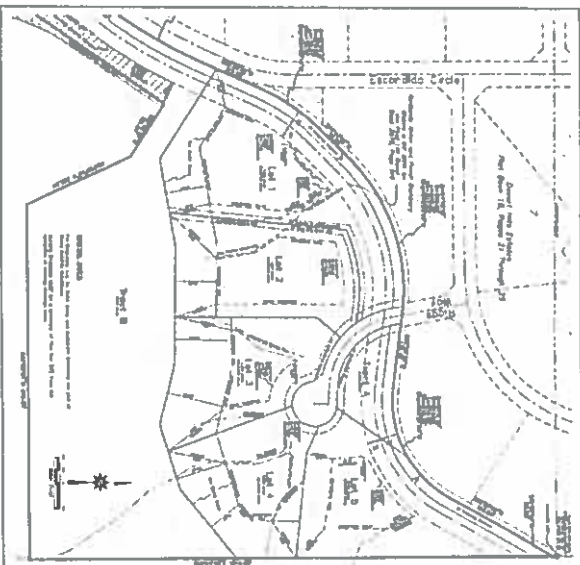
# Existing City and County Zoning

Figure 4



## ROCKY HEIGHTS SUBDIVISION BUILDING ENVELOPE SITING PLAN

Preliminary



Prepared by:  
**THE ROCKY MOUNTAIN ARCHITECTURE**  
 1000 N. GARDEN AVENUE  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW: www.rmarch.com





## Background

- Location: Off Escondido Circle
- Acreage: 16 acres
- Zoning: PD 3.2 and CSR
- Request for revised Preliminary Plan Approval to amend required rock rollout trench approved with original plan.



## Staff Recommendation

- Recommend approval of revised Preliminary Plan

**TO:** Rick Dorris, Community Development Engineer  
George Miller, Transportation Engineer  
Peter Krick, Property Agent

**FROM:** Lisa Cox, Senior Planner

**SUBJECT:** Response to Comments – Rocky Heights Estates  
(FP-2003-074).

Attached are the revised comments for this project. Please review and return any further comments you have to me by Tuesday, August 19, 2003.

If you have any questions please contact me at:

Phone #: 256-4039

Fax #: 256-4031

E-mail: [lisac@ci.grandjct.co.us](mailto:lisac@ci.grandjct.co.us)

August 5, 2003

FILE: #FP-2003-074 TITLE HEADING: Rocky Heights Subdivision

LOCATION: Off Esccondido Circle

PETITIONER: Rocky Heights LLC - Marilyn Schiveley

PETITIONER'S ADDRESS: 9336 Lovewell Ct  
Elk Grove, CA 95758  
(916) 684-0259

NOTE NEW ADDRESS:

PETITIONER'S REPRESENTATIVE: Jana Gerow - 619 Main St. G.J., CO 81501  
Development Construction Services, Inc.  
(970) 242-3674

STAFF REPRESENTATIVE: Lisa G. Cox

**CITY COMMUNITY DEVELOPMENT**

Lisa Cox

256-4039

NO ADDITIONAL COMMENTS. Enclosed please find 2 copies each of revised Special Warranty Deeds for 1) Grand Valley Audubon Society, 2) The Museum of Western Colorado and 3) Rocky Heights Home Owners Association, Inc. Comment received between the first and second round have been addressed, such as correct ownership of the Trust and other revisions from your redlined copy. They will be recorded after your final review.

**CITY DEVELOPMENT ENGINEER**

Rick Dorris

256-4034

1. As Jana discussed with Rick in the past couple weeks, the documents were previously submitted to Bob Lee, and after further discussion Bob's email of acceptance is attached. Top of foundation grading elevations are not determined until final construction engineering, however notes on the plat requiring grading away from the foundation are in place and Building Inspection has accepted. Further notes concerning the drawings responded to by Landesign:

**CITY DEVELOPMENT ENGINEER**

- 1) The plans have been revised to reflect lot grading as "Special for all lots".
- 2) A revised grading plan and soils report have been sent to the Building Department. We will furnish a copy of the letter as soon as it is available.
- 3) DCS has provided a copy of the "proof of mailing and application for the Construction Activity permit, and will have permit before construction starts.

**CITY PROPERTY AGENT**

Peter Kriek

256-4003

Understood.

**CITY TRANSPORTATION ENGINEER**

George Miller

256-4123

1) The actual radius of the asphalt paving is 40' (80' Diameter), which meets current requirements.

2) Street Plans have been revised to show the location of possible driveway

RECEIVED  
AUG 05 2003  
COMMUNITY DEVELOPMENT  
DESIGN

May 20, 2003

FILE #FP-2003-074

TITLE HEADING: Rocky Heights Estates

LOCATION: Off Escondido Circle

PETITIONER: Rocky Heights – Marilyn Schiveley

PETITIONER'S ADDRESS/TELEPHONE:

124 Royalton Cir  
Folsom, CA 95630  
916-985-8696

PETITIONER'S REPRESENTATIVE:

Development Construction Services  
Jana Gerow  
242-3674

STAFF REPRESENTATIVE:

Lisa Cox

**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., JULY 24, 2003.**

**CITY DEVELOPMENT ENGINEER**

6/20/03

**Rick Dorris**

256-4034

1. I understand the flexibility desired when placing a large expensive home on a large lot. There can be many configurations. Unfortunately, this doesn't solve drainage problems. I don't agree with the building departments response and don't think Bob Lee would either as they were part of creating the admin. Reg. There is a "lot grading type A" detail on the drawing. Are all lots to be graded to type A configuration? If so, please call out that all lots shall be graded as such. The admin reg requires a table showing the minimum and maximum finished floor elevations. The design Engineer is the best person to establish these elevations. This should provide plenty of flexibility. Please provide the table and the requested letter from the building department.
2. The letter from the building department needs to state that they have received the grading and drainage plan and the geotechnical report.
3. Still need the NPDES Construction Activity Permit prior to plan approval

**CITY PROPERTY AGENT**

6/19/03

**Peter Krick**

256-4003

I have reviewed the revised Plat and I have no additional comments. I will perform my field inspection upon receipt of the Mylar.

Proposal is to build 5 single family lots on about 16 acres, connecting to the SE section of Desert Hills Sub. All 5 lots will be accessed via Riggs Wy, as it extends south from Escondido Cir.

Unresolved Comment (from 5-03)

1. (Site will need to evaluate access spacing and emergency access concerns, according to TEDS chapter 4 and 5. )
  - a. Sheet 5 of 10 (plan set revised 6-11-03) shows a cul-de-sac that appears to be smaller than the required dimension for emergency vehicle turn-around for a dead end road greater than 150' long.
  - b. Final plan does not show driveway placements to allow confirmation of compliance with TEDS Access Spacing standards.

Construction Activity Permit

"Proof of Mailing"

US POSTAL  
CONTRACT STATION  
# 512

08/01/2003 000512  
#3730 1:44PM SERV. 0020002

METERED POSTAGE \$0.37  
CERT MAIL \$2.30  
RETURN RCPT \$1.75

\*\*\*TOTAL \$4.42  
CASH \$4.42  
CHANGE \$0.00

U.S. Postal Service™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at www.usps.com

**OFFICIAL USE**

Postage \$ 3.70  
Certified Fee 2.30  
Return Receipt Fee 1.75  
Residual Delivery Fee (Endorsement Required) \$ 4.42  
Total Postage & Fees \$ 4.42

STATION 2  
Postmark Here  
AUG 01 2003

4069 2658 694  
0003 2410 0000 2410 2002

Dept. of Public Health & Welfare  
4300 Quarry Club Dr. S.W.  
Denver, CO 80222-1530  
Driver ID

PS Form 3800, June 2002

## CONSTRUCTION ACTIVITY

This application is for use by all stormwater dischargers engaged in construction activities. Construction activities include clearing, grading, excavation, and other ground disturbance activities. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

**Application Due Dates:** At least ten days prior to the anticipated date of discharge (start of construction), the owner or operator of the construction activity shall submit an application as provided by the Water Quality Control Division (the "Division"). This form may be reproduced.

**Permit Fee:** Do not send any payment with this application. You will be billed once you are covered under a permit.

**Application Completeness:** All items of the application must be completed accurately and in their entirety or the application will be deemed incomplete, and processing of the permit will not begin until all information is received. Each application shall be submitted by certified mail or hand delivered, only to:

Colorado Department of Public Health and Environment  
Water Quality Control Division  
WQCD-PE-B2  
4300 Cherry Creek Drive South  
Denver, Colorado 80222-1530  
Attention: Permits and Enforcement Section

If you have questions on completing this application, you may contact the Section at (303) 692-3590.

### INSTRUCTIONS

**Item 1 -** Provide the name and address of the permit applicant, including the company name, local contact, and mailing address. Indicate whether the applicant is the owner, developer or contractor of the construction site, and the status as a private, federal, state, county or other public entity. Include the applicant Federal taxpayer identification number (nine digits). Public entities should use their Federal employer identification number. This number will be used as an identifier for billing purposes.

**Item 2 -** Provide the street address of the construction site. For the approximate center point of the property, both types of descriptions (legal, in terms of Township, Range and ¼ section, and longitude/latitude, to the nearest 15 seconds) must be included. This information is easily obtainable from a U.S. Geological Survey topographical map, available at area map stores. Also include the name of the construction project.

**Item 3 -** Briefly describe the nature of the construction project.

CONSTRUCTION ACTIVITY

(Permit No. COR-030000)

Year	Month	Day
------	-------	-----

Please print or type. All items must be completed accurately and in their entirety or the application will be deemed incomplete and processing of the permit will not begin until all information is received. Please refer to the instructions for information about the required items. An original signature of the applicant is required.

1. Name and address of the permit applicant:

Company Name Development Construction Services, Inc.  
 Mailing Address 6019 MAIN STREET, SUITE 110  
 City, State and Zip Code GRAND JUNCTION, CO 81501  
 Phone Number (970) 242-3674 Who is applying? Owner  Developer  Contractor   
 Federal Taxpayer (or Employer) ID#: 84-1465529 PROBARY MANUFACTURER  
 Entity Type: Private  Federal  State  County  City  Other: \_\_\_\_\_  
 Local Contact (familiar with facility) JANA B. GERON  
 Title PRESIDENT Phone Number (970) 242-3674

2. Location of the construction site:

Street Address RICKS WAY OFF ESCORPIO CREEK  
 City, State and Zip Code GRAND JUNCTION, CO  
 County MESA Name of plan or development ROCKY MOUNTAINS SUBDIVISION  
 Legal Location (Township, Range, section, 1/4 section): LOT 1, PUMP SUBDIVISION  
 Latitude and Longitude PAT BOOK 18 PAGE 140

3. Briefly describe the nature of the construction activity:

CONSTRUCTION OF DEVELOPMENT IMPROVEMENTS  
INCLUDING EXCAVATION, ~~GRAVING~~ GRADING, OF  
STREET, UTILITIES, CURB GUTTER & STRUCTURES.



5. Area of the construction site: Total area (acres) 16.003 ACRES  
Area to undergo disturbance (acres) APPROXIMATELY 8.5 ACRES

6. The name of the receiving stream(s). (If discharge is to a ditch or storm sewer, also include the name of the ultimate receiving water): PERLAUIS WATER & POWER CANAL.

7. Other environmental permits held for this construction activity (include permit number):  
N/A

8. Stormwater Management Plan Certification:  
"I certify under penalty of law that a complete Stormwater Management Plan, as described in Appendix A of this application, has been prepared for my facility. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the Stormwater Management Plan is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for falsely certifying the completion of said SWMP, including the possibility of fine and imprisonment for knowing violations."

[Signature]  
Signature of Applicant  
Date Signed 7-21-03

Marjorie Sahvelley  
Name (printed)  
Permitting, Resource Management  
Title

9. Signature of Applicant (legally responsible person)  
"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment."

[Signature]  
Signature of Applicant  
Date Signed 7/25/03

JANA B. STEWART  
Name (printed)  
PERMITMENT  
Title

Management Practices (BMPs) which when implemented will meet the terms and conditions of the general permit.  
Note: The Division has a guidance document available on construction SWMP preparation (call 303-692-3590).

The plan shall identify potential sources of pollution (including sediment) which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility. In addition, the plan shall describe and ensure the implementation of BMPs which will be used to reduce the pollutants in stormwater discharges associated with construction activity. The BMPs must be implemented before construction/grading begins. Construction operations must implement the provisions of the SWMP required under this part as a condition of this permit.

The SWMP shall include the following items, at a minimum:

### 1. Site Description

Each plan shall provide a description of the following:

- a) A description of the construction activity.
- b) The proposed sequence for major activities.
- c) Estimates of the total area of the site, and the area of the site that is expected to undergo clearing, excavation or grading.
- d) An estimate of the runoff coefficient of the site before and after construction activities are completed and any existing data describing the soil, soil erosion potential or the quality of any discharge from the site.
- e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.
- f) The location and description of any other potential pollution sources, such as vehicle fueling, storage of fertilizers or chemicals, etc.
- g) The location and description of any anticipated non-stormwater components of the discharge, such as springs and landscape irrigation return flow.
- h) The name of the receiving water(s) and the size, type and location of any outfall or, if the discharge is to a municipal separate storm sewer, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).

### 2. Site Map

Each plan shall provide a generalized site map or maps which indicate:

- construction site boundaries
- all areas of soil disturbance
- areas of cut and fill
- areas used for storage of building materials, soils or wastes
- location of any dedicated asphalt or concrete batch plants
- location of major erosion control facilities or structures
- springs, streams, wetlands and other surface waters
- boundaries of 100-year flood plains, if determined

### 3. BMPs for Stormwater Pollution Prevention

May 20, 2003

FILE #FP-2003-074 TITLE HEADING: Rocky Heights Estates

LOCATION: Off Escondido Circle

PETITIONER: Rocky Heights – Marilyn Schiveley

PETITIONER'S ADDRESS/TELEPHONE: 124 Royallon Cir  
Folsom, CA 95630  
916-985-8696

PETITIONER'S REPRESENTATIVE: Development Construction Services  
Jana Gerow  
242-3674

STAFF REPRESENTATIVE: Lisa Cox

**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., JULY 24, 2003.**

**CITY DEVELOPMENT ENGINEER**

**Rick Dorris**

6/20/03  
256-4034

1. I understand the flexibility desired when placing a large expensive home on a large lot. There can be many configurations. Unfortunately, this doesn't solve drainage problems. I don't agree with the building departments response and don't think Bob Lee would either as they were part of creating the admin. Reg. There is a "lot grading type A" detail on the drawing. Are all lots to be graded to type A configuration? If so, please call out that all lots shall be graded as such. The admin reg requires a table showing the minimum and maximum finished floor elevations. The design Engineer is the best person to establish these elevations. This should provide plenty of flexibility. Please provide the table and the requested letter from the building department.
2. The letter from the building department needs to state that they have received the grading and drainage plan and the geotechnical report.
3. Still need the NPDES Construction Activity Permit prior to plan approval

**CITY PROPERTY AGENT**

**Peter Krick**

6/19/03  
256-4003

I have reviewed the revised Plat and I have no additional comments. I will perform my field inspection upon receipt of the Mylar.

Proposal is to build 5 single family lots on about 16 acres, connecting to the SE section of Desert Hills Sub. All 5 lots will be accessed via Riggs Wy, as it extends south from Esccondido Cir.

Unresolved Comment (from 5-03)

1. (Site will need to evaluate access spacing and emergency access concerns, according to TEDS chapter 4 and 5. )
  - a. Sheet 5 of 10 (plan set revised 6-11-03) shows a cul-de-sac that appears to be smaller than the required dimension for emergency vehicle turn- around for a dead end road greater than 150' long.
  - b. Final plan does not show driveway placements to allow confirmation of compliance with TEDS Access Spacing standards.

**DATE:** June 17, 2003

**TO:** Rick Dorris, Community Development Engineer  
George Miller, City Transportation Engineer  
Peter Krick, City Property Agent  
Sean Gaffney, Colorado Geologic Survey

**FROM:** Lisa Cox, Senior Planner

**SUBJECT:** Response to Comments – Rocky Heights Estates  
(FP-2003-074).

Attached are the revised comments f  
or this project. Please review and return any further comments you have to me by  
Tuesday, June 24, 2003.

If you have any questions please contact me at:

Phone #: 256-4039

Fax #: 256-4038

E-mail: [lisac@ci.grandjct.co.us](mailto:lisac@ci.grandjct.co.us)

June 13, 2003

FILE: #FP-2003-074

TITLE HEADING: Rocky Heights Subdivision

LOCATION: Off Escondido Circle

PETITIONER: Rocky Heights LLC - Marilyn Schiveley

PETITIONER'S ADDRESS: 9336 Lovewell Ct. NOTE NEW ADDRESS!

Elk Grove, CA 95758  
(916) 684-0259

RECEIVED  
JUN 16 2003

PETITIONER'S REPRESENTATIVE: Jana Gerow - 619 Main St. G.J., CO 81501  
Development Construction Services, Inc.  
(970) 242-3674

COMMUNITY DEVELOPMENT  
DEPT.

STAFF REPRESENTATIVE: Lisa G. Cox

CITY COMMUNITY DEVELOPMENT

Lisa Cox

256-4039

- General:
1. Understood. Drawings and response are being submitted with a label and copy for the appropriate individual or agency.
  2. Drawings are so marked with current date 06/11/03 and details in comments.
  3. Reductions are included and marked with current date 06/11/03.

Revised Preliminary Plan/Final Plat:

1. The no build zone has been changed to be noted as a "No Disturbance Zone" with appropriate definition.
2. The CC& R's have been revised to define the No Disturbance Zone language of : no grading, no building, no disturbance of any kind, see Article 5 Section 27.
3. A note has been added to the plat referencing the CC & R for the No Disturbance Zone.
4. A pedestrian easement has been placed on the plat and dedication language added.
5. The easement is shown at the 20' width requested by staff. The easement is shown immediately south of the north property line for Rocky Heights, on the north side of the canal and within the canal right of way. This allows for a total trail easement when combined with the Desert Hills Trail Easement of 30 feet. The trail is also located such that it does not conflict with the existing Canal roadway, yet within the right of way. In an effort to meet the goals of the various Trail guidelines, we further reviewed all documents made available to us by City Staff and/or other agencies. The related documents included 1) Riggs Hill Canal Trail, 2) Redlands Neighborhood Plan, 3) Urban Trails Map, 4) Guidelines regarding the use of the Grand Valley Irrigation Company Canal Facilities, and 5) Redlands Water and Power Company -Use of Redlands Water & Power Company Canal Rights-of-Way for Recreational and Trail Purposes DRAFT.
6. The City's current file number has been added to the plat #FP-2003-074.

*Planning*

**KUCKY HEIGHTS SUBDIVISION**  
June 13, 2003

**CITY DEVELOPMENT ENGINEER**

Rick Dorris

256-4034

Responses per GILD and Landesign

1. Grand Junction Lincoln DeVore has reviewed the drainage plan prepared by Landesign, page 6 and 7, dated 4-2003. We believe the use of natural drainage through much of this subdivision is appropriate and also believe that obtaining proper drainage around the individual residential structures will be practical and not burdensome. We are in substantial agreement with the plan, without having accomplished specific computations for review.
2. The question has been asked whether the 'unstable and potentially unstable slopes are generally south of the building envelope/setbacks are actually 'south of the building envelopes/setbacks'? The unstable and potentially unstable slopes are south of the building setbacks. There is a potential of some unstable areas existing north of the building setbacks, if excessive cuts or un-retained cuts are made in the building areas. The setbacks have been placed to provide building envelopes with a normally accepted risk' associated with normal excavations and constructions in residential subdivisions.
3. A note indicating engineered foundations has been added to the Building Envelope and Siting Plan.
4. The building envelopes have been added to the Grading and Drainage Plan.
5. We have reviewed this requirement with the building department, and will be providing these drawings to them as the project engineering progresses. We have had discussions with Mike Mossburg as of 6/12/03, who indicated that from their perspective lot grading is not required until building permit stage, and as the sites will be engineered at that time of construction these drawings will be forwarded. A copy of the drainage plan has been made available to the Building Department, Bob Lee.
6. A NPDES Construction Activity Permit will be acquired prior to plan approval.
7. The engineers have left riprap as the desired fabric.

**CITY FIRE DEPARTMENT**

Hank Masterson

244-1473

1. No Objections

**CITY PROPERTY AGENT**

Peter Krick

256-4003

Responses per Landesign

1. Lettering has been revised on the plat for height.
2. A legend has been revised for all abbreviations.
3. A vicinity map is shown on the plat.
4. The title of the subdivision plat is all that is required.
5. The line shown as an adjacent property, the ownership is identified.
6. A Title Certification has been added to the plat.
7. A block for the City to note associated deeds has been added.
8. Easement not applicable, covers gas in Broadway.
9. Easement document noted on plat.

**Sheet 2 of 2**

1. Lettering has been revised.
2. A list of abbreviations and symbols is provided.
3. The line shown as an adjacent property, the ownership is identified.
4. Easement document noted on plat.

**ROCKY HEIGHTS SUBDIVISION**  
June 13, 2003

**CITY TRANSPORTATION ENGINEER**

George Miller

256-4123

1. Noted.
2. TED's chapters 4 & 5 have been reviewed and we believe the project to be within the intent of these chapters.

**CITY ADDRESSING**

Faye Gibson

256-4043

1. No comments.

**CITY CODE ENFORCEMENT**

Trent Prall

244-1590

1. Comments on fees are noted.

**COLORADO GEOLOGICAL SURVEY**

Sean Gaffney

303-866-2811

1. The comments and clarifications are appreciated and noted. We have included a Building Envelope and Siting Plan, which will be recorded with the plat, and under the "notes required by city" we have referenced GILD's report. This in combination with other plat notes will hopefully meet your concerns. The CC&R's have a note indicating No Disturbance zone is defined as "no grading, no building, no disturbance of any kind." See Article 5 Section 26.

**Bresnan Communications**

Chuck Wielman

263-2313

Information noted.

**UTE WATER**

Jim Daugherty

242-7491

Information noted.



FILE #FP-2003-074 TITLE HEADING: Rocky Heights Estates

LOCATION: Off Escondido Circle

PETITIONER: Rocky Heights – Marilyn Schiveley

PETITIONER'S ADDRESS/TELEPHONE: 124 Royakton Cir  
Folsom, CA 95630  
916-985-8696

PETITIONER'S REPRESENTATIVE: Development Construction Services –  
Jana Gerow  
242-3674

STAFF REPRESENTATIVE: Lisa Cox

**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 20, 2003.**

CITY COMMUNITY DEVELOPMENT 5/13/03  
Lisa Cox 256-4039

**GENERAL:**

1. Please submit and label a Response to Comment for each agency or individual that has requested additional information or revised plans. Distribution and review of the applicant's Response to Comments may be delayed if they are not labeled for distribution to each agency or individual.
2. Note the revision date and nature of change on each plan or plat sheet that has been revised.
3. Include an 11 x 17 reduction of the revised plat/plan.  
**REVISED PRELIMINARY PLAN/FINAL PLAT:**
1. The No Build Zone must be changed to a No Disturbance Zone on the Preliminary Plan and Final Plat.
2. Add a provision to the CC&R's that defines what the No Disturbance Zone means: no grading, no building, no disturbance of any kind.
3. Add a plat note that refers individuals to the CC&R's for the limitations of the No Disturbance Zone.
4. A pedestrian easement is required along the canal (see original approval). Please add a note to the plat for the width of the easement along the canal. The

delineation of 25' on the final plat for dedication purposes.

5. The pedestrian easement should be established from the west side of the property up to Riggs Way and then terminate at the public right-of-way. The easement (20-25' wide) should then begin again along the eastern side of Tract A in a northerly direction until it reaches the canal and then resume along the canal way to the eastern most property line. Note: The western lot line for Lot 5 will most likely have to be moved 20-25' to the east to accommodate the pedestrian easement on Tract A. The top of the detention pond will need to be widened sufficiently to accommodate the pedestrian easement.
6. Add the City's current file number to the plat notes required by the City. The only file referenced is #RZP-2001-155; please add #FP-2003-074.

**CITY DEVELOPMENT ENGINEER**

5/9/03

**Rick Dorris**

256-4034

1. The geotechnical report thoroughly discusses drainage and the need for proper drainage. Has GJLD reviewed the drainage plan and report and do they concur with the design?
2. The report states "the unstable and potentially unstable slopes are generally south of the building envelopes/set backs." Are they south of the building envelope/set backs?
3. Engineered foundations will be required. The CC&R's cover this. Please put a not on the plat to state such.
4. Show the building envelopes on the grading and drainage plan.
5. Please refer to Administrative Regulation 11-01 regarding lot grading, particularly to the coordination with the building department and tabulation of finished floor elevations. Provide a letter from the building dept. stating that they have received the Rocky Heights grading plan. We now need the geotechnical report given to the Building department and a letter from them acknowledging receipt. This can be done on one letter. This must be done before the City can sign the plans.
6. An NPDES Construction Activity Permit will be required prior to plan approval.
7. Riprap is hard to find. Please either specify something else or make it extremely obvious on the plans that good riprap is required. I keep having to make contractors pull out cobble and install riprap. I suggest using gabions, stilling basins, high tech devices, or something else.

**CITY FIRE DEPARTMENT**

5/1/03

**Hank Masterson**

244-1414

No objections.

**CITY PROPERTY AGENT**

5/7/03

**Peter Krick**

256-4003

**REVIEW COMMENTS**

**Sheet 1 of 2**

1. All lettering size shall be a minimum of 0.08" in height.
2. A list of all abbreviations and symbols used on the Plat shall be listed.
3. A location (site/vicinity) map is required.
4. Descriptive references shall be placed beneath the title of the Plat at the top of this sheet

5. Agency and label the coupe lines running southerly from the southeast corner of the Plat.
  6. Include a Title Certification for the use of the Title company; a copy of which was e-mailed to the Surveyor.
  7. If blank spaces occur within the Dedication that City personnel will complete, a note to that effect should be placed on the Plat.
  8. The Title Commitment indicates an easement granted to Public Service recorded in Book 971, Page 315. If applicable, this easement should be noted on the Plat.
  9. The Title Commitment indicates an easement deed and agreement recorded in Book 2757, Page 755. If applicable, this document should be noted and referenced on the Plat.
- Sheet 2 of 2**
1. All lettering size shall be a minimum of 0.08" in height.
  2. A list of all abbreviations and symbols used on the Plat shall be listed.
  3. Identify and label the double lines running Southerly from the Southeast corner of the Plat.
  4. The Title Commitment indicates an easement granted to Public Service recorded in Book 971, Page 315. If applicable, this easement should be noted on the Plat.

**CITY TRANSPORTATION ENGINEER**

5/12/03  
256-4123

**George Miller**

Proposal is to build 5 single family lots on about 16 acres, connecting to the SE section of Desert Hills Sub. All 5 lots will be accessed via Riggs Wy, as it extends south from Escondido Cir.

Comments:

1. This site will not pose any strain to Escondido Cir or to S. Broadway flows.
2. Site will need to evaluate access spacing and emergency access concerns, according to TEDS chapter 4 and 5.

**CITY ADDRESSING**

5/13/03  
256-4043

**Faye Gibson**

No comments

**CITY UTILITY ENGINEER**

5/15/03  
244-1590

**Trent Prall**

This project is a beneficiary of the Desert Hills Trunk Extension. The new lot would be responsible for Trunk Extension Fees per City Resolution 47-93. This resolution states that prior to plating the Developer would be responsible for a portion of the fees (\$500 per lot for lots less than 1/3 acre in size and \$675 per lot for lots between 1/3 acre and 1 acre in size and \$750 per lot for lots over 1 acre). At the building permit stage, the new owner is then responsible for another portion of the trunk extension fee (\$1000 per lot for lots less than 1/3 acre in size and \$1500 per lot for lots between 1/3 acre and 1 acre in size and \$1750 for lots over 1 acre). Based on 5 lots over 1 acre in size, the developer is responsible for \$3,750 PRIOR to plating.

I have reviewed the resubmittal of the plat for the proposed Rocky Heights Subdivision. The most recent referral included a General Project Report (4-17-03), prepared by Development Construction Services, Inc.; a Surficial Geology and Subsurface Soils Exploration Report (2-1-03), prepared by Grand Junction Lincoln DeVore; and a set of Preliminary Construction Drawings (April, 03), prepared by Land Design and Grand Junction Lincoln DeVore. In addition to the referral material I met on the proposed development site with Ms. Jana Gerow, Development Construction Services and Mr. Edward Norris, PE, Grand Junction Lincoln DeVore, during October, 2003 to discuss potential alterations to the plat.

CGS was concerned that the rockfall mitigation proposed in previous submittals of this project was over-designed for the hazard potential on this site. The Grand Junction Lincoln DeVore (2-1-03) report included a detailed site characterization that identifies the hazard areas to the south of the proposed building envelopes. I am in agreement with Grand Junction Lincoln DeVore's observations and recommendations regarding the rockfall hazard potential and proposed mitigation. I believe that the main support of the validity of these recommendations is tied to the detail in which the rockfall hazard was evaluated for this site.

The Grand Junction Lincoln DeVore report (2-1-03), states that the CRSP model used to evaluate the potential rockfall hazard was based on site mapping and field trials of controlled rockfall. Incorporating model parameters based on "real-world" observations of rock fall behavior on the site provides a more definite approximation of how the hazard area is limited within the proposed subdivision. I believe that the proposed construction setback illustrated on the Construction Drawings (April, 2003) is a reasonable method for minimizing the potential for rock fall to affect the proposed residences.

I am also in agreement with Grand Junction Lincoln DeVore's (GJLD) observation that the existing drainages crossing the property could convey small debris flows, triggered during heavy storms. I suggest including GJLD's recommendation to maintain the capacity of these drainages during and after construction as a plat note. Since the referral materials indicate that the lot owners will be responsible for site grading within the individual building envelopes; I also suggest including a covenant restricting grading within or immediately adjacent to these drainages.

Please feel free to contact me if you have any additional questions or comments.

**BRESNAN COMMUNICATIONS**

**5/5/03**

**Chuck Wiedman**

**263-2313**

We are in receipt of the plat map for your new subdivision, Rocky Heights Subdivision. I would like to notify you that we be working with the other utilities to provide service to this subdivision in a timely manner.

1. We require the developers to provide, at no charge to Bresnan Communications, an open trench for cable service where underground service is needed and when a roadbore is required, that too must be provided by the developer. The trench may be the same one used by other utilities, however the roadbore must provide a 2" conduit for the sole use of cable TV.
  2. We require developers to provide, at no charge to Bresnan Communications, fill-in of the trench once cable has been installed in the trench.
  3. We require developers to provide, at no charge to Bresnan Communications, a 4" PVC conduit at all utility road crossings where cable TV will be installed. The cable TV crossing will be in the same location as power and telephone crossings. If the conduit is not installed, we will be unable to place our lines until one is installed. This 4" conduit will be for the sole use of cable TV.
  4. Should your subdivision contain cul-de-sacs, the driveways and property lines (pins) must be clearly marked prior to the installation of underground cable. Any need to relocate pedestals or lines will be billed directly back to your company.
  5. Bresnan Communications will provide service to your subdivision so long as it is within the normal cable TV service area. Any subdivision that is out of the existing cable TV area may require a construction assist charge, paid by the developer, to Bresnan Communications in order to extend the cable TV service to that subdivision.
  6. Should Bresnan Communications be required to perform work on any existing aerial or underground cable TV lines to provide service to the subdivision, Bresnan Communications may require a construction assist charge, to be paid by the developer.
- Should you have any other questions or concerns please feel free to contact me at any time. If I am out of the office when you call please leave your name and phone number with out office and I will get back in contact with you as soon as I can.

**UTE WATER**

4/28/03

Jim Daugherty

242-7491

**COMMENT**

- \* Water mains shall be C900, Class 150 PVC. Installation of pipe, fittings, valves, and services, including testing and disinfection shall be in accordance with Ute Water standard specifications and drawings
  - \* Developer is responsible for installing meter pits and yokes (pits and yokes supplied by Ute Water).
  - \* Construction plans required 48 hours before construction begins. If plans are changed the developer must submit a new set of plans.
  - \* Electronic drawings of the utility composite for the subdivision, in Autocad.dwg format, must be provided prior to final acceptance of water infrastructure.
  - \* Water meters will not be sold until final acceptance of the water infrastructure.
  - \* **ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY**
- If you have any questions concerning any of this, please feel free to contact Ute Water.

Comments not available as of 5/20/03:

City Attorney

Parks & Recreation Department

City Police Department

Qwest

Redlands Water & Power

US Postal Service

Xcel

**PLANNING COMMISSION  
NOTICE OF PUBLIC HEARING**

DATE: **SEP 09 2003**

TIME: 7:00 p.m.

PLACE: City Hall Auditorium, 250 North 5<sup>th</sup> Street

A petition for the following request has been received and tentatively scheduled for a public hearing on the date indicated above.

If you have any questions regarding this request or to confirm the hearing date, please contact the Grand Junction Community Development Department at (970) 244-1430 or stop in our office at 250 North 5<sup>th</sup> Street.

---

**FP-2003-074 – ROCKY HEIGHTS ESTATES – Off  
Escondido Circle**

Request to revise Preliminary Plan Approval to revise a rock rollout trench that was required as a part of the original plan approved for the proposed 5 lot subdivision.

Planner **Lisa Cox**



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

FIRST CLASS



U.S. POSTAGE



00.352

H METER 716591

*L  
K  
R*

LEONARD KIRT JEWKES  
 PAMELA K JEWKES  
 508 BLEVINS RD  
 GRAND JUNCTION, CO 81503-1119

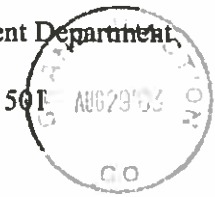
NIXIE 2006 1 03 09/02/03

RETURN TO SENDER  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD



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

FIRST CLASS



POSTAGE



00.352

H METER 716591

LOUIS J CIOCCO  
 TERI L CIOCCO  
 542 RIDGESTONE CT  
 GRAND JUNCTION, CO 81503-4412

CIOC542 815032003 1302 04 09/02/03  
 FORWARD TIME EXP RTN TO SEND  
 CIOCCO  
 495 ESCONDIDO CIR  
 GRAND JUNCTION CO 81503-1890



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Jenkins, Architect  
Robert Jenkins  
1000 North 9th #35  
Grand Junction, CO  
81501

2. Article Number 7000-1670-0010-0684-8282  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X Kim Blak  Agent  
 Address

B. Received by (Printed Name) C. Date of Delivery  
9/10/10

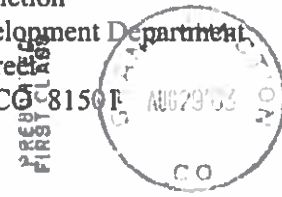
D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes



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

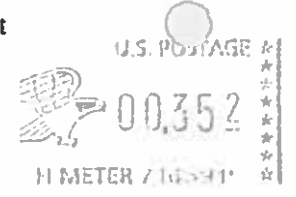
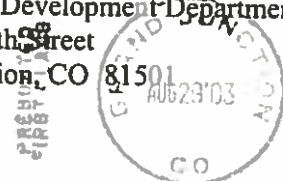


LOUIS J CIOCCO  
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 542 RIDGESTONE CT  
 GRAND JUNCTION, CO 81503-4412

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 FORWARD TIME EXP RTN TO SEND  
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 495 ESCONDIDO CIR  
 GRAND JUNCTION CO 81503-1890  
 RETURN TO SENDER



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



*Handwritten:* LEONARD KIRK JEWKES

LEONARD KIRT JEWKES  
 PAMELA K JEWKES  
 508 BLEVINS RD  
 GRAND JUNCTION, CO 81503-1119

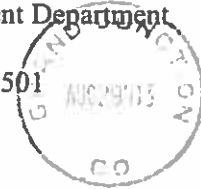
NIXIE 2006 1 03 09/02/03

RETURN TO SENDER  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD



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

POSTAGE  
PAID  
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GRAND JUNCTION  
CO



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CITY OF GRAND JUNCTION  
COMMUNITY DEVELOP  
250 N 5TH ST  
GRAND JUNCTION, CO 81501

## Lisa Cox - Re: Rocky Heights, walkthrough and punch list

---

**From:** Lisa Cox  
**To:** Dorris, Rick  
**Subject:** Re: Rocky Heights, walkthrough and punch list

---

Rick...Just wanted to be sure that the rock rollout mitigation measures have been addressed per their plans...otherwise they should be good to go from a planning perspective. Thanks.

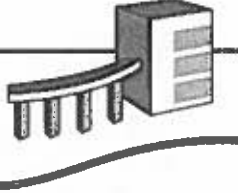
>>> Rick Dorris 7/6/2004 4:52:05 PM >>>  
Lisa,

Do you have anything to include on this?

Thanks,

Rick Dorris  
Development Engineer  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
voice 970-256-4034  
fax 970-256-4031  
email: [rickdo@ci.grandjct.co.us](mailto:rickdo@ci.grandjct.co.us)

# DCS



Development Construction Services, Inc.

(970) 242-3674 • Fax: (970) 256-9570

The Starting Place

619 Main Street, Suite 110  
Grand Junction, CO 81501

www.developmentconstructionservices.com

### Transmittal

Re: Rocky Heights

To: Lisa Cox

Date: 3/31/04

Company: City of GJ

Phone: 256-4039

Address: \_\_\_\_\_

From: Jana Geren

Phone: \_\_\_\_\_

Letters     Blueprints     Originals     Photos

Maps     Specifications     Submittal Packet

Brochures     Contract     Other

Message: Lisa - Here is our \$217<sup>00</sup>  
check for the Recording.  
Also - I am enclosing  
the Original Cover Letter & Revised  
Sheets for the C&E's and District/Technical  
Guidelines from Bruce Phillips office.  
Jana S.

Copy: \_\_\_\_\_  
I hope this satisfies Janies concerns.

LAW OFFICES OF  
**ELDER & PHILLIPS, P.C.**  
562 WHITE AVENUE  
GRAND JUNCTION, COLORADO 81501-2690  
FACSIMILE (970) 243-8743  
TELEPHONE (970) 243-0946

W. BRUCE PHILLIPS  
KEITH BOUGHTON  
MARK R. LUFF

VICTOR J. DANIEL  
(1946-1986)  
-----  
OF COUNSEL  
TOM E. ELDER  
WALTER J. PHILLIPS

March 30, 2004

**HAND-DELIVERED**

Jana Gerow  
Development Construction Services, Inc.  
619 Main Street, Suite 110  
Grand Junction, CO 81501



Re: Rocky Heights Subdivision

Dear Jana:

Enclosed is a revised first page to the covenants reflecting the change requested by Lisa Cox. This page should replace the first page of the covenants Lisa has awaiting recording. It should be dated the same date as the date of the page it replaces.

The covenants bearing this change should be recorded with the plat. Lisa will need to insert the plat recording information when she records the covenants. While normally the architectural design materials do not need to be recorded, because the earlier version was recorded, it probably makes sense to record the revised version. A copy of the revised first page of the Architectural Guidelines is attached.

Yours truly,

  
W. Bruce Phillips

WBP:kmk  
Enclosure

**From:** Lisa Cox  
**To:** Gerow, Jana  
**Date:** 3/29/04 7:21 AM  
**Subject:** Re: Record Rocky Heights!

Good morning Jana,

Community Development is running General Meetings all day today and next Monday so I won't be available to meet with you today. Go ahead and just drop off the information and recording fees and I will look at the information as soon as possible, probably on Tuesday. I'll email you and let you know if there is anything else. Thanks!

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> "Jana Gerow" <jana@developmentconstructionservices.com> 03/26/04 04:36PM >>>  
Hi Lisa.

I understand by your voice mail that you are gone today. I hope you had a great weekend.

I think we have everything we need, including the new coversheet for the CC&R's and Architectural Guidelines, to indicate this replace the previously recorded ones.

So, please let me know when you are available Monday morning to meet, and I will bring the check and revised sheet to replace the front sheet.

I have meetings from 1:30 Monday until after 5:00 p.m. and will be out the office on Tuesday. I know Monday mornings can be busy, but it would be great to connect and finally get this done. If not meet Monday morning, then I can send Melissa Monday afternoon.

Thanks, Lisa

I am sure you are ready to get this closed out as well.

Jana Gerow

**CC:** Maves, Melissa; Phillips, Bruce

**From:** Lisa Cox  
**To:** Kreiling, Jamie  
**Date:** 3/22/04 5:49PM  
**Subject:** Re: Rocky Heights

Thanks for the update Jamie. Peter must have gotten jiggy with the plat because he prepared a Recording Certificate and I've sent it up to the City Manager/Mayor for their signatures. We won't be recording the plat any time soon though as I still do not have recording fees. I'll email Jana again and remind her of that. I mentioned it to her in an email dated 3-1-04, but it must have slipped her mind.

Also, I still have the 3 deeds and Statement of Authority to record with the plat, but would like to sit down with you first to confirm that I have all of the correct (most up-to-date) documents and that I have them in the correct order for recording. I'm still waiting to hear from Jana to see what they are going to do about re-recording CC&R's, or if they want to record an amendment to what is already on record (even though you said what's on record technically doesn't match the name of the current final plat).

When I hear back from Jana I will give you a ring and see if you have a couple of minutes to go over this stuff. Thanks Jamie.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> Jamie Kreiling 03/22/04 04:32PM >>>

I have received the Partial Release from Bank of Colorado. As I explained before, we will need to deliver it to the Public Trustee with the recording of the Deed. Please inform when we are ready to record the plat. The last I was aware Peter had a few issues with it.

Jamie



**From:** Lisa Cox  
**To:** jana@developmentconstructionservices.com  
**Date:** 3/22/04 5:53PM  
**Subject:** Rocky Heights

Jana,

Just a reminder that I don't have any of the recording fees except for the 2 checks that I needed for the DIA. Also, have you decided whether or not to re-record new CC&Rs with the plat, or to record an amendment to the ones currently on record? Karin Gookin and I discussed the potential problem with the CC&R's on record...the name on the final plat does not match the name on the CC&R's...technically, the subdivision that the CC&R's reference does not exist. If you file an amendment instead of new CC&R's, but sure to include a provision in the amendment that will change the name of the subdivision.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

**CC:** Kreiling, Jamie

**From:** Jamie Kreiling  
**To:** Lisa Cox  
**Date:** 3/22/04 4:32PM  
**Subject:** Rocky Heights

I have received the Partial Release from Bank of Colorado. As I explained before, we will need to deliver it to the Public Trustee with the recording of the Deed. Please inform when we are ready to record the plat. The last I was aware Peter had a few issues with it.

Jamie

**From:** Peter Krick  
**To:** Lisa Cox  
**Date:** 3/16/04 10:36AM  
**Subject:** Re: Fwd: Rocky Heights Pins are in place.

Lisa,

I have the following comments regarding the Rocky Heights Subdivision:

1. I personally visited the site this morning to inspect the exterior boundary corners of the Plat. I found **NONE** of the corners to be embedded in concrete, per our City Platting Standards.
2. Not all of the exterior boundary monuments are in place. Some of the corners may have been recently destroyed by construction. Other corners that we found were laying over or mangled and this occurred before the signing date of February 27, 2004.

I too have problems with long delays in the preparation of the Plat and its final recording by the client. This is something that the Surveyor cannot control. The delays can be the result of many factors. However, the corners of the plat shall be in place at the time of the recording of the Plat. This is stated in the City of Grand Junction Platting Standards, Items 10a and 10c. I will be glad to meet Mr. Patrick Green in the field so that he may see what I am referring to in my comments.

Peter

>>> Lisa Cox 03/16/04 08:14AM >>>  
Email from Jana.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

March 15, 2004

Re: **FP-2003-074**  
**ROCKY HEIGHTS SUBDIVISION**

AP  
3/15/04

LC

**REVIEW COMMENTS**

1. The Title Policy, as furnished, is for a portion of the site and not in its entirety. That portion of the Plat entitled Tract B requires a current Title Policy.
2. There are no street names indicated on the Plat.
3. A field inspection performed Friday, March 12<sup>th</sup>, 2004, reveals that several of the exterior boundary corners are not in place, or, are not embedded in concrete, as required.
4. An electronic version of the Plat shall be transmitted to Mr. Steve Smith ([Stevesm@GJCity.org](mailto:Stevesm@GJCity.org)) immediately prior to recordation of the Plat.

By: Peter T. Krick  
City Surveyor  
For the City of Grand Junction

**From:** "Jana Gerow" <jana@developmentconstructionservices.com>  
**To:** "Jamie Kreiling" <jamiek@ci.grandjct.co.us>  
**Date:** 3/8/04 12:25PM  
**Subject:** Rocky Heights

Jamie -

Thanks for your calls this morning. I have to run out to some meetings and had not seen your follow up email, so I wanted to get something down to follow up with Bruce/Lisa.

First of all, I apologize that neither you or Lisa seem to have the current title work. I have made a copy for each of you and will have it drop off shortly. I thought it had been part of the documents we revised to your office with the latest plat. I apologize again for that miss. The current title work has a date of February 11, 2004 7:00 a.m. (I know it may need revised again!)

I spoke with Bruce Phillips immediately after your phone call this morning. We are not sure if the change you want to the title work i.e., add the Tracts not just the lots, is plausible. The current language shows all of lot 1 of Rump subdivision which includes both the tracts and the lots, if I understand correctly your request.

The other item you mentioned, noting that the Audubon Society needs to be released from the lien via the deed of trust is something we will start working on.

Please feel free to correct me on any of the above, or send the email you had planned on. I will just be out of the office a lot this afternoon and in Aspen tomorrow, so wanted to stay in touch.

Thank you,  
Jana Gerow  
President

Development Construction Services, Inc.  
619 Main Street Su. 110  
Grand Junction, CO 81501  
jana@developmentconstructionservices.com

**CC:** "Bruce Phillips" <brucephillips@elder-phillips.com>, "Lisa Gerstenberger Cox" <lisac@ci.grandjct.co.us>

True copy  
FP-2003-074

LAW OFFICES OF  
ELDER & PHILLIPS, P.C.  
562 WHITE AVENUE  
GRAND JUNCTION, COLORADO 81501-2690  
FACSIMILE (970) 243-8743  
TELEPHONE (970) 243-0946

W. BRUCE PHILLIPS  
KEITH BOUGHTON  
MARK R. LUFF

VICTOR J. DANIEL  
(1946-1986)  
-----  
OF COUNSEL  
TOM E. ELDER  
WALTER J. PHILLIPS

March 8, 2004

City of Grand Junction  
Attn: Jamie B. Kreiling, Staff Attorney  
225 N 5<sup>th</sup> Street  
Grand Junction, Co. 81501

Re: Rocky Heights

Dear Jamie:

I understand Jana delivered updated title work to you already. If not, let me know. Enclosed is an updated Statement of Authority recorded February 27, 2004.

I have prepared partial release of the Bank of Colorado's Deed of Trust, a copy is enclosed. I will pursue processing it.

Yours truly,

  
W. Bruce Phillips



WBP:kmk  
Enclosures

Call me if questions. I put green postits where Book and Page must be included when we record. The other postit is correct about order to be recorded. I am waiting for Release of Trust from Bank of Colorado. I will inform when I receive. We will need to record it w/ Public Trustee at sometime.  
Jamie

2178875 BK 3595 PG  
02/27/2004 01:41 PM  
Janice Ward CLK&REC Res-3  
RecFee \$10.00 Surchs 4

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity named the Rocky Heights Development, LLC, and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a:

- Corporation
- nonprofit corporation
- limited liability company
- general partnership
- limited partnership
- registered limited liability partnership
- registered limited liability limited partnership
- limited partnership association
- government or governmental subdivision or agency

3. The entity is formed under the laws of Colorado.

4. The mailing address for the entity is 222 Easter Hill Drive, Grand Junction, CO 81503-1175.

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is Marilyn K. Schiveley, Managing Member, 9336 Lovewell Court, Elk Grove, CA 95758.

6. The authority of the foregoing person(s) to kind the entity is  not limited  limited as follows: \_\_\_\_\_

7. Other matters concerning the manner in which the entity deals with interests in real property: \_\_\_\_\_

EXECUTED this 26<sup>th</sup> day of February, 2004.

Marilyn K. Schiveley  
Marilyn K. Schiveley

STATE OF California )  
  ) ss.  
COUNTY OF Sacramento

The foregoing instrument was acknowledged before me this 26 day of Feb, 2004, by Marilyn K. Schiveley, as Managing Member of Rocky Heights Development, LLC.

Witness my hand and official seal.

My commission Expires: \_\_\_\_\_

See California Notary Attachment  
Notary Public  
for proper wording.  
[Signature]

STATEMENT OF AUTHORITY

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EXECUTED this 26<sup>th</sup> day of February, 2004.

Marilyn K. Schiveley  
Marilyn K. Schiveley

STATE OF California )  
 ) ss.  
COUNTY OF Sacramento

The foregoing instrument was acknowledged before me this 26 day of Feb, 2004, by Marilyn K. Schiveley, as Managing Member of Rocky Heights Development, LLC.

Witness my hand and official seal.  
My commission Expires: \_\_\_\_\_

See California Notary Attachment  
Notary Public

for proper recording.  
[Signature]

Recording fees

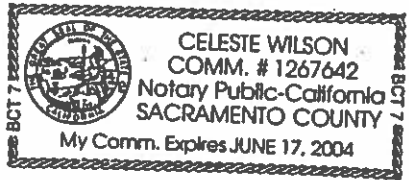


**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Sacramento } ss.

On Feb. 26, 2004 before me, Celeste Wilson/Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Marilyn K. Schivelly  
Name of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Celeste Wilson  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Statement of Authority

Document Date: \_\_\_\_\_ Number of Pages: 1

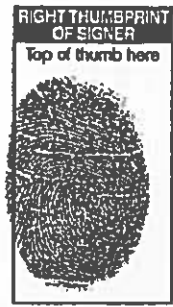
Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**From:** Jamie Kreiling  
**To:** brucephillips@elder-phillips.com; jana@developmentconstructionservices.com  
**Date:** 3/8/04 12:55PM  
**Subject:** Rocky Heights Subdivision

Dear Bruce and Jana:

The title commitment that we have dated November 5, 2003, is for lots 1 - 5 of the Rocky Heights Subdivision. As you can see with that being the legal description, it does not include the tracts. If the title commitment that you have has a February 2004 date and is for Lot 1 of the Rump subdivision, then it should suffice.

The plat is showing that there is a lienholder with a deed of trust for all of Lot 1 of the Rump Subdivision. This description includes Tract B which is to be transferred to the Audubon Society. The transfer to the Audubon Society is part of the public benefit that is to be received from this Planned Development and needs to transfer free and clear of any encumbrance. Please obtain a release from the Bank of Colorado for Tract B.

A copy of this will also be sent to the address included on the Development Application for the owner. Bruce, if you have any problems with my communicating a copy of this to Rocky Heights Development, LLC, or if you have problems with my communicating directly with Development Construction Services, please inform. I will not send out the copy until tomorrow to give you a chance to respond.

If you have questions, please inform.

Thank you,

Jamie B. Kreiling  
(970) 256-4032

**CC:** Lisa Cox

**From:** Lisa Cox  
**To:** jana@developmentconstructionservices.com  
**Date:** 3/1/04 1:24PM  
**Subject:** Rocky Heights

Hi Jana,

Just wanted to let you know that I received all of the various documents that you dropped off on Friday afternoon. I sent the original documents up to Jamie Kreiling for her review to ensure that all of her comments had been addressed.

As you know, Peter Krick will then need to review the plat and prepare a Recording Certificate. The Mayor and City Manager will then sign the plat so that it can be recorded.

While we wait for that process (usually 2-3 working days) you should go ahead and calculate the recording fees (see formula in my 9-17-03 letter of approval) for the plat and various documents. Be sure to include the Clerk and Recorder's filing surcharge fee that they implemented in September of 2002. I am holding the two checks that Karin Gookin sent over to record the DIA so you don't need to send those over.

I'll let you know when the plat is ready to be recorded. Let me know if you have any other questions. Thanks!

Lisa Cox, AICP  
Senior Planner  
970.256.4039

**From:** Lisa Cox  
**To:** jana@developmentconstructionservices.com  
**Date:** 3/1/04 1:52PM  
**Subject:** revised plat for Rocky Heights

Jana,

I forgot to tell you that if Peter approves the revised final plat for recording, we will need an electronic copy of that plat. The one we have now is not the plat that will be recorded and we need the electronic copy of the plat that will be recorded.

Thanks!

Lisa Cox, AICP  
Senior Planner  
970.256.4039

**From:** Lisa Cox  
**To:** Dorris, Rick; Gookin, Karin  
**Date:** 2/9/04 10:24AM  
**Subject:** Fwd: Re: Rocky Heights Meeting

Karin,

Just to let you know, our office has copies of the stormwater permit so you don't need to worry about getting Rick a copy of that. We still don't have a DIA though and we will need that before we will sign and release the construction plans.

Also, Jamie Kreiling (staff attorney) has been reviewing the documents (deeds, CC&Rs, etc.) that were submitted several weeks ago. There are some changes that will need to be made, not only to the CC&Rs which were previously recorded, but also to the plat. I think Jamie was going to email you directly with what those changes needed to be. They pertained to the No Disturbance Zone on the plat and conflicting plat notes/CC&Rs provisions.

If you haven't heard from Jamie as to what those revisions are, please let me know and I will followup with Jamie to get that information to you.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> Rick Dorris 02/09/04 09:49AM >>>  
Karin,

Briefly looking through my files, it appears I am okay with the drawings. I don't need a couple of book keeping items.

1. I have a copy of the stormwater permit application but not the granted permit. I am sure that you all have this permit by now. Please provide a copy.
2. I don't find a copy of a letter from the building dept. stating they have received the grading and drainage plan and the geotechnical report. Please provide. What most people are doing is simply writing a letter from them to sign. That is fine with me.

Thanks,

Rick Dorris  
Development Engineer  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
voice 970-256-4034  
fax 970-256-4031  
email: [rickdo@ci.grandjct.co.us](mailto:rickdo@ci.grandjct.co.us)

**CC:** Kreiling, Jamie



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor St  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

February 17, 2004

Ms. Jana Gerow  
Development Construction Services  
619 Main Street  
Grand Junction, Colorado 81501

Re: Slope Disturbance, Rocky Heights Subdivision, Grand Junction, CO

We understand that questions have arisen regarding the placement of property line fences on the slope areas of Rocky Heights Subdivision. Reference is made to Grand Junction Lincoln DeVore, Inc. Report of Surficial Geology Investigation and Subsurface Soils Exploration, Report # 89781-GJ, February 1, 2003.

Limitations of slope disturbance are mentioned on:

- page 7 (limiting excavations to 3' deep),
- page 8 (setting Building Setbacks for buildings and significant excavations),
- page 9 (Discouraging Rockfall Containment Constructions, **Minimal Slope Disturbance above the Building Setbacks shown on our diagram is strongly recommended**).

Reading these portions of our report, in context, *prohibition of property line fence construction is not warranted, nor did we intend this interpretation*. We do not see any geotechnical reason to prohibit the construction of property line fences, barring slope grading/excavation in conjunction with these fences.

We hope this letter has provided you with the information required. If questions arise or further information is needed, please feel free to contact Lincoln-DeVore at any time.

Respectfully submitted,

LINCOLN-DeVORE, INC.

by Edward M. Morris PE  
Engineer/Western Slope Manager

LD Job # 89781-GJ

# DCS

Development Construction Services, Inc.  
(970) 242-3674 • Fax: (970) 256-9570

619 Main Street, Suite 110  
Grand Junction, CO 81501

www.developmentconstructionservices.com

## FAX

# of Pages 2  
(including Cover)

To: Lisa Cox

Date: 2-17-04

Company: City of Grand Junction

Phone: 970-256-4039

Re: Rocky Heights

FAX: 970-256-4031

From: Karin Gookin

Phone: 970-242-3674

Company: DCS

FAX: 970-256-9570

**Message:**

Hi Lisa- Jana asked me to fax you a copy of a letter from Ed Morris at Lincoln DeVore regarding the fence issue at Rocky Heights. I realize it is not a very good copy and will probably be difficult to read. We will try to get an original copy today. In the meantime please call if you need help deciphering any of the wording! Thanks -

- Karin



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS – GEOLOGISTS

1441 Motor St.  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

February 17, 2004

Ms. Jana Gerow  
Development Construction Services  
619 Main Street  
Grand Junction, Colorado 81501

Re: Slope Disturbance, Rocky Heights Subdivision, Grand Junction, CO

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Reading these portions of our report, in context, *prohibition of property line fence construction is not warranted, nor did we intend this interpretation*. We do not see any geotechnical reason to prohibit the construction of property line fences, barring slope grading/excavation in conjunction with these fences.

We hope this letter has provided you with the information required. If questions arise or further information is needed, please feel free to contact Lincoln-DeVore at any time.

Respectfully submitted,

LINCOLN-DeVORE, INC.

  
by: Edward M. Morris PE  
Engineer/Western Slope Manager

LD Job # 89781-GJ



**From:** Lisa Cox  
**To:** Kreiling, Jamie  
**Date:** 2/9/04 1:09PM  
**Subject:** Fwd: Re: Rocky Heights Meeting

You bet Jamie...the file number is FP-2003-074.

Thanks for your diligence. Sometimes it can take quite a while before we have final resolution to some of these planning issues. Do you need Wendy (our planning tech) to also add your comments to Impact AP? Also, I want to be sure to get a copy of your comments for my file when they go out.

Let me know if there's anything else I can do. Thanks Jamie.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> Jamie Kreiling 02/09/04 10:55AM >>>  
Dear Lisa:

I had not sent the comments on to anyone else as I expected a response from the attorney concerning some of the language. I just spoke with Bruce and he indicated that he was waiting for direction from his client's but he will check with them again. I will send the comments to Karin tday, but I expect there may still be discussions concerning the final language regarding the "No Disturbance Zone."

I put the comments in based on the number of the file, can you email me the number.

Thank you,

Jamie

**From:** Jamie Kreiling  
**To:** karing@developmentconstructionservices.com; Lisa Cox  
**Date:** 2/9/04 3:21PM  
**Subject:** FP-2003-074

Dear Karin:

A copy of the comments that were sent to Bruce Phillips are attached. If you have questions, you may reach me by e-mail or my telephone number is (970) 256-4032.

Thank you,

Jamie B. Kreiling  
Staff Attorney

Comments from the City Attorney's Office:

There are some concerns regarding the Declaration of Covenants, Conditions and Restrictions of the Rocky Heights Estates Subdivision (CCR). To begin, the CCR is for the "Rocky Heights Estates Subdivision." According to the plat, the name of the subdivision is "Rocky Heights Subdivision." Recital A indicates that it is for the real property known as "Rocky Heights Estates Subdivision" with reference to the plat. Reference is also made to Exhibit "A." Exhibit "A" is blank. (The CCR was apparently recorded on September 12, 2003. The Exhibit "A" recorded was also blank. As these were the CCR's already recorded, they are the CCR's reviewed. However, it was noticed that a later copy of the CCR's had changed some of the concerns, but not all.)

Article I, Section 1, is the intent to grant rights in "easements" or in "common area" or in "property owned by the Association?"

Under Article II, Section 2, it states that there will be at least 5 directors, but then says one representative per lot. I don't understand. Please clarify. As you are making changes, in Section 3, the last sentence has a typo. "(6)" should read "(60)."

Under Article III, Section 4 is indented and does not appear to need to be indented. I suggest you define or clarify "Property."

Article IV there is a typo in the title for "Exterior Maintenance." "Exterior Maintenance" needs to be centered. For clarification I suggest you define "Association Property" in Section 2.

Article V, Section 22, the last sentence must be changed to read "No fencing shall be placed in the No Disturbance Zone as delineated on the plat for the Rocky Heights Subdivision." (The same change will need to be made in the ACC guidelines.) Section 27 must be changed to read:

No disturbance shall take place in this area. "No disturbance" is defined as no construction, no grading, no building, no landscaping, no additions, no improvements, and no alteration of any kind to the surface or the subsurface of this area.

Article VI, Sections 2 and 5, all references to "Rocky Heights Estate Subdivision" need to read "Rocky Heights Subdivision." Section 7 and 11 are both for liability. Some duplication here. The last sentence in section 7 is unacceptable as it is too broad, "any action or suite to recover damages."

Article VII, Section 3, in the first sentence is "person" supposed to read "portion?" Section 7 has a typo in the first sentence, "often" should read "of ten." In section 10, the references to "Rocky Heights Estate Subdivision" should read "Rocky Heights Subdivision." The description of the drainage easement in Section 10 differs from what

is included in the Special Warranty Deed. Which description is appropriate? If it is the description in the CCR, the description needs to indicate in both the deed and the CCR that the Association's easement is subject to the no disturbance requirement of the no disturbance zone as delineated on the plat for the Rocky Heights Subdivision. "No disturbance" is defined as no construction, no grading, no building, no landscaping, no improvements, no additions, and no alteration of any kind to the surface or the subsurface of this area.

I suggest the Architectural and Landscaping Design Guidelines be reviewed and that they conform to the terms in the CCR. The change must be made indicating that no fencing is allowed in the no disturbance zone. It implies that Type One fencing is allowed.

The Special Warranty Deed for the Grand Valley Audubon, Inc. must be changed as follows:

Number 3 of the covenants and restrictions must be modified. The intent was for more pedestrian access within tract B then just the "Variable Width Pedestrian Easement." Replace the last sentence with the following:

Other access to the property shall be limited to pedestrian ingress/egress as determined by Grand Valley.

In number 4 please add language that the City of Grand Junction's approval will be needed for the observation structure to be constructed and placed within the Pedestrian Easement in accordance with the City's Zoning and Development Code.

Number 5 needs to be modified to read as follows:

Except for the foot path and observation structure described in paragraphs 3 and 4 above, no trails or paths shall be constructed, except for foot paths created over time from regular use; no buildings, structures or improvements shall be made, constructed or placed on the property; and no activity shall be permitted which would unreasonably disturb the surface. No subsurface disturbance of the property shall occur.

In Number 7 please indicate that approval will be needed by the City of Grand Junction of the qualified charitable entity.

Changes to the Plat:

The conveyances referenced on the plat to private entities are not to be "dedicated" but are to be "conveyed" or "transferred."

A dedication to the City for an easement on Tract A needs to be added for "the use of the City approved public providers as a perpetual easement for the installation, operation, maintenance and repair of storm water facilities."

"Notice" on the plat referencing the "No Disturbance Zone" needs to be changed. No fences are allowed in the zone. Same change is needed on the Building Envelope Site Plan.

Jamie B. Kreiling  
Staff Attorney  
(970) 256-4032

**From:** Lisa Cox  
**To:** Gookin, Karin  
**Date:** 1/7/04 2:05PM  
**Subject:** Re: RH Disbursements

Karin,

I think you have it just about right! The bottom line dollar amount that needs to be covered by the DIA will not change...you will just be providing two financial guarantees: a Disbursement Agreement and either cash or a Letter of Credit for the balance not covered by the Disbursement Agreement.

Hope that helps. Email me back if you have other questions.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> "Karin Gookin" <karing@developmentconstructionservices.com> 01/07/04 01:00PM >>>

Hi Lisa - I received your message regarding the 2 forms of guarantee for Rocky Heights. To summarize, the total amount for the improvements + 20% is approximately \$220,000. The bank will guarantee \$200,000 and the owners will come up with the remaining \$20,000 in cash. It is my understanding that we can do the following as far as the paperwork for this:

- 1) On the DIA - We can check all "guarantee" boxes that apply - i.e. Disbursement Agreement and Cash. All of the dollar amounts on this form remain unchanged.
- 2) On the Disbursements Agreement - the Disbursements Amount drops to only \$200,000. And for the form to read right, on page 1 under RECITALS we should also drop the amount of improvements as approved by the City Engineer to \$200,000, correct??
- 3) Exhibit B and the Maintenance Agreement can remain unchanged.
- 4) What guarantee for the cash do you need, if any?

Thanks Lisa -

Karin Gookin  
Development Construction Services  
242-3674

**From:** Lisa Cox  
**To:** Gookin, Karin  
**Date:** 12/5/03 12:20PM  
**Subject:** Re: Rocky Heights

Hi Karin,

I've been looking over the documents that you sent over on the 24th. It looks like we'll need a couple of changes to some of the documents, for instance, one of the deeds was not notarized and of course the Bank has yet to sign the Disbursement Agreement for the DIA. What I'm doing now is trying to coordinate my review comments with the City Attorneys.

I noticed three items that may need to be addressed. The first is that Tract B is being conveyed with a series of restrictions that the City has not previously reviewed or approved. The second item concerns the updated titlework that is written only for Lots 1-5...it does not address Tract A or Tract B. I'm not sure if that is acceptable and need to hear from the City Attorney on that. Finally, the CC&Rs (which were recorded independent of the plat and did not have final review by the City) allow fences in the No Disturbance Zone. The plat also makes reference to the fences being allowed in the zone. This may be problematic in that the No Disturbance Zone is specifically not to be disturbed.

As soon as I am able to meet with the City Attorney and get their comments I will email you back and let you know how we can proceed. In the meantime, if you would like to pick up the Disbursement Agreement from our front counter and have the bank sign it and return it to me, I would be happy to leave it up front for you.

As soon as we have the fully executed DIA (and recording fees for the Recording Memorandum that I mentioned in my Sept. 17, 2003 letter) Jana will be able to schedule the Pre-Construction meeting. The other details concerning the plat can be worked out in due time.

I hope this has been helpful. Please email me back if you have any questions. I will get back with you after I meet with the City Attorney's office and let you know what changes may be necessary to the plat and supporting documents.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> "Karin Gookin" <karing@developmentconstructionservices.com> 12/03/03 01:29PM >>>

Hi Lisa - I know you said you wouldn't be looking at the Rocky Heights plans and documents until today - but I just wanted to check in and see if you have looked at them yet to make sure we have everything, and if it all looks ok, or if you have any questions. Jana is anxious to get the pre-construction meeting set up and start working on a schedule for the subs. Thanks Lisa - I'm not trying to bug you, I promise!!

Karin Gookin  
Development Construction Services  
242-3674

**From:** Lisa Cox  
**To:** karing@developmentconstructionservices.com  
**Date:** 12/5/03 12:37PM  
**Subject:** Construction plans

Karin,

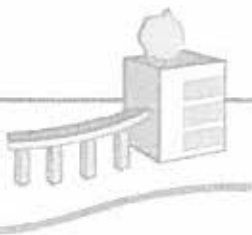
I wanted to make sure that you understood that as soon as the Disbursement Agreement comes back with the appropriate recording fees (\$6 payable to the City and \$6 payable to Mesa County Clerk and Recorder), that I could sign the construction plans and return them to you.

Let me know if you have any questions. Thanks.

Lisa Cox, AICP  
Senior Planner  
970.256.4039



# DCS



*The Starting Place*

Development Construction Services, Inc.

(970) 242-3674 • Fax: (970) 256-9570

619 Main Street, Suite 110  
Grand Junction, CO 81501

www.developmentconstructionservices.com

## Transmittal

**To: Lisa Cox**

**Date: 11-24-03**

**Address: 250 N 5th Street**

**Company: City of Grand Junction**

**Re: Rocky Heights**

**Phone: 256-4039**

**From: Karin Gookin**

**Phone: 970-242-3674**

<input type="checkbox"/> Letters	<input type="checkbox"/> Blueprints	<input checked="" type="checkbox"/> Originals
<input type="checkbox"/> Maps	<input type="checkbox"/> Specifications	<input type="checkbox"/> Photos
<input type="checkbox"/> Brochures	<input type="checkbox"/> Contract	<input type="checkbox"/> Submittal Packet
<input type="checkbox"/> Other		

**Message:**

**Hi Lisa - Here are all the final documents requested in your letter dated 9/17/03.**

**Please let me know if we are missing anything or if you need anything else. Thanks!**

**- Karin**

**Copy:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LAW OFFICES OF  
**ELDER & PHILLIPS, P.C.**  
562 WHITE AVENUE  
GRAND JUNCTION, COLORADO 81501-2690  
FACSIMILE (970) 243-8743  
TELEPHONE (970) 243-0946

W. BRUCE PHILLIPS  
KEITH BOUGHTON  
MARK R. LUFF

VICTOR J. DANIEL  
(1946-1986)  
OF COUNSEL  
TOM E. ELDER  
WALTER J. PHILLIPS

November 14, 2003

Jana Gerow  
Development Construction Services, Inc.  
619 Main Street, Suite 110  
Grand Junction, CO 81501

Re: Rocky Heights Subdivision - Drawings

Dear Jana:

Enclosed are original deeds conveying Tract A to the Homeowners Association, Tract B to the Audubon Society and the easement to the museum, as well as a statement of authority.

Plat recording information needs to be inserted on each deed before recording. Record in the following order:

1. Statement of Authority
2. Museum Deed
3. HOA Deed
4. Audobon Deed

If you have any questions, please feel free to contact me.

Yours truly,

  
W. Bruce Phillips

Enclosures

cc: Marilyn D Shiveley

**COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**

W OCD 2000 700 COR035754 000033600 10/9/2003 700013650

**COLORADO DISCHARGE PERMIT SYSTEM INVOICE: 700013650**

ATTN: Kama B. Gerow  
Development Construction Services, Inc.  
619 Main Street  
Suite 110  
Grand Junction CO 81501

**PLEASE MAKE ANY ADDRESS  
CORRECTIONS ON REVERSE**

**AMOUNT DUE: \$336.00**

**DETACH AND RETURN TOP PORTION WITH PAYMENT**

**NOTE: FAILURE TO RETURN TOP PORTION OF INVOICE WITH EXACT PAYMENT MAY RESULT  
IN A POSTING DELAY OR IN THE IMPROPER CREDITING OF YOUR ACCOUNT.**

**STATEMENT OF ANNUAL FEES  
COLORADO DISCHARGE PERMIT SYSTEM**

**OCT 14 REC'D**

**BILLING DATE: 10/9/2003**  
**BILLING PERIOD: October 01, 2003 to June 30, 2004**

**INVOICE NUMBER: 700013650**  
**DUE DATE: 11/8/2003**

**FEES CHARGED**

**PERMIT # COR035754**  
**Type: Construction - SW only / General Permits (07/09)**

**\$336.00**

**County: Mesa**  
**Name of Site: Rocky Heights Subdivision**

Kama B. Gerow  
Development Construction Services, Inc.  
619 Main Street

**TOTAL CURRENT CHARGES:**

**\$336.00**

**COMMENTS:**

To assure proper credit, please include the permit number on your check and return the top portion of this invoice with your check.

MAKE CHECK  
PAYABLE and  
RETURN  
PAYMENT TO >  
INQUIRIES

COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT  
4300 CHERRY CREEK DRIVE SOUTH  
MAIL STOP: ASD-AR-B1  
DENVER, CO 80246-1530  
(303) 692-3616

# STATE OF COLORADO

Bill Owens, Governor  
Douglas H. Benevento, Executive Director

*Dedicated to protecting and improving the health and environment of the people of Colorado*

4300 Cherry Creek Dr. S.      Laboratory and Radiation Services Division  
Denver, Colorado 80246-1530      8100 Lowry Blvd.  
Phone (303) 692-2000      Denver, Colorado 80230-6928  
TDD Line (303) 691-7700      (303) 692-3090  
Located in Glendale, Colorado

<http://www.cdphe.state.co.us>



Colorado Department  
of Public Health  
and Environment

October 2, 2003

Kama B. Gerow, President  
Development Construction Services, Inc.  
619 Main Street Suite 110  
Grand Junction, CO 81501  
970/242-3674

**RE: Final Permit, Colorado Discharge Permit System – Stormwater  
Certification No:              COR-035754, Mesa County  
   Rocky Heights Subdivision**

**Local Contact:              Jana B. Gerow, President, 970/ 242-3674**

**Anticipated Activity: 10/01/2003 through 03/31/2004  
   On 16 acres (8.5 acres disturbed)**

Dear Sir or Madam:

Enclosed please find a copy of the permit certification that was issued to you under the Colorado Water Quality Control Act.

Your certification under the permit requires that specific actions be performed at designated times. You are legally obligated to comply with all terms and conditions of your certification.

Note that the stormwater permit for construction activities now covers construction sites disturbing down to one acre (the previous threshold was 5 acres). Effective July 1, 2002, any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre) must apply for permit coverage.

Please read the permit and certification. If you have any questions please visit our website at <http://www.cdphe.state.co.us/wq/permitsunit/wqcdpmt.html>, or contact Matt Czahor at (303) 692-3575.

Sincerely,

  
Kathryn Dolan  
Stormwater Program Coordinator  
Permits Unit  
WATER QUALITY CONTROL DIVISION

Enclosure

xc: Regional Council of Governments  
Local County Health Department  
District Engineer, Technical Services, WQCD  
Permit File  
Fee File

**From:** Lisa Cox  
**To:** Gerow, Jana  
**Date:** 9/14/03 9:23PM  
**Subject:** Re: Rocky Heights!

Jana,

I got your phone message about filing the plat and CC&Rs last Friday for Rocky Heights. That is probably premature right now for a couple of reasons...one being that the City is the recording agent for the plat. Also, I have a couple of folks that I need to follow up with to make sure that they are ok with everything being stamped approved (construction plans) and recorded (plat). Peter Krick for one...he has to review the final mylar plat-and produce a Recording Certificate before anything happens.

You should be getting a letter in the mail from me next week outlining the last minute things that need to be done before the plat can be recorded (fees to pay, etc.) and the construction plans approved. Let me know if you have any questions about the letter after you have read it. It should be getting to you by the end of the week.

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> "Jana Gerow" <jana@developmentconstructionservices.com> 09/08/03 05:42PM >>>  
We did know it was on consent, thanks, however we have some presentation ready incase it gets pulled. I will be there, with the owners, and at this point probably NOT the engineers, unless you think their is much likely hood it will get pulled. We have had very little interest from the neighbors and have had only questions about covenants and HOA from those who have contacted us. Mostly two Desert hills HOA people hoping we will add to their HOA to defer their costs. I have explained it is a separate HOA. NO one showed up for the neighborhood meeting. Only Desert Hills neighbors were invited, and it did rain. Soo, we will see.

If it is approved on consent, it still goes to 1st and 2nd reading by City Council, yes??? Then we just have to finalized engineering drawings and any DIA, correct?? Let me know, if not before tomorrow nights meeting, at least at the meeting.

Thanks, see you tomorrow.

Jana Gerow  
----- Original Message -----  
From: "Lisa Cox" <lisac@ci.grandjct.co.us>  
To: <jana@developmentconstructionservices.com>  
Sent: Monday, September 08, 2003 11:40 AM  
Subject: Re: Rocky Heights!

> Jana,  
>  
> Just wanted to make sure that you were aware that Rocky Heights is on  
> the Consent Agenda for tomorrow night. Someone should show up for the  
> meeting, but it shouldn't be for more than just a few minutes unless it

> gets taken off by the public of the Consent Agenda for discussion.  
>  
> See you (or someone) tomorrow night!  
>  
> Lisa Cox, AICP  
> Senior Planner  
> 970.256.4039  
>  
>  
>  
>  
> >>> "Jana Gerow" <[jana@developmentconstructionservices.com](mailto:jana@developmentconstructionservices.com)> 08/27/03  
> 01:19PM >>>  
> I did not see another email, but I received your voice mail and a  
> registered  
> letter yesterday that we are on the agenda and need to place a sign.  
> Do  
> you think there is a chance we may be on consent?? I ask, because I  
> was  
> going to call Sean Gaffney with the State to let him know the meeting  
> date.  
> He had always planned to come for the hearing to speak up for our  
> issue.  
> If we are on consent, I would hate to have him come for no reason. I  
> will  
> be out of town next week, so I am trying to prepare this week.  
>  
> Jana  
>  
>  
> ----- Original Message -----  
> From: "Lisa Cox" <[lisac@ci.grandict.co.us](mailto:lisac@ci.grandict.co.us)>  
> To: <[jana@developmentconstructionservices.com](mailto:jana@developmentconstructionservices.com)>  
> Sent: Wednesday, August 27, 2003 9:31 AM  
> Subject: Re: Rocky Heights!  
>  
>  
>> Jana,  
>>  
>> Did you get my earlier email about Rocky Heights? They are on the  
>> PC  
>> agenda for Sept. 9th. I'm not sure if it will be on Consent Agenda or  
>> not,  
>> but plan on being at the meeting just in case the PC has questions.  
>> Let me  
>> know if you have any questions...I will email you a copy of the staff  
>> report  
>> as soon as it is ready.  
>>  
>> Thanks.  
>>  
>> Lisa Cox, AICP  
>> Senior Planner  
>> 970.256.4039  
>>  
>>

>>

>>

>>>> "Jana Gerow" <[jana@developmentconstructionservices.com](mailto:jana@developmentconstructionservices.com)> 08/18/03

> 01:48PM >>>

>> Hi Lisa-

>>

>> I did not hear back from you Friday regarding this project. Have  
> you any

> further comments we need to respond to??

>>

>> Just wondering if we are set up for a planning commission meeting or  
> not.

> The clients are planning to come from California and if possible the

> 2nd

> week of September works better for them then the last week. Also, the

> Geological Survey Representative was planning to come and he needs to

> schedule as much in advance as possible.

>>

>> Let me know as soon as you know. Thank you!

>>

>> Jana Gerow

>>

>>

>

>

**From:** Lisa Cox  
**To:** Gerow, Jana  
**Date:** 9/8/03 11:40AM  
**Subject:** Re: Rocky Heights!

Jana,

Just wanted to make sure that you were aware that Rocky Heights is on the Consent Agenda for tomorrow night. Someone should show up for the meeting, but it shouldn't be for more than just a few minutes unless it gets taken off by the public of the Consent Agenda for discussion.

See you (or someone) tomorrow night!

Lisa Cox, AICP  
Senior Planner  
970.256.4039

>>> "Jana Gerow" <jana@developmentconstructionservices.com> 08/27/03 01:19PM >>>  
I did not see another email, but I received your voice mail and a registered letter yesterday that we are on the agenda and need to place a sign. Do you think there is a chance we may be on consent?? I ask, because I was going to call Sean Gaffney with the State to let him know the meeting date. He had always planned to come for the hearing to speak up for our issue. If we are on consent, I would hate to have him come for no reason. I will be out of town next week, so I am trying to prepare this week.

Jana

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

**From:** "Lisa Cox" <[lisac@ci.grandjct.co.us](mailto:lisac@ci.grandjct.co.us)>  
**To:** <[jana@developmentconstructionservices.com](mailto:jana@developmentconstructionservices.com)>  
**Sent:** Wednesday, August 27, 2003 9:31 AM  
**Subject:** Re: Rocky Heights!

> Jana,

>

> Did you get my earlier email about Rocky Heights? They are on the PC agenda for Sept. 9th. I'm not sure if it will be on Consent Agenda or not, but plan on being at the meeting just in case the PC has questions. Let me know if you have any questions...I will email you a copy of the staff report as soon as it is ready.

>

> Thanks.

>

> Lisa Cox, AICP  
> Senior Planner  
> 970.256.4039

>

>

>

>



> >>> "Jana Gerow" <jana@developmentconstructionservices.com> 08/18/03  
01:48PM >>>

> Hi Lisa-

>

> I did not hear back from you Friday regarding this project. Have you any  
further comments we need to respond to??

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> Just wondering if we are set up for a planning commission meeting or not.  
The clients are planning to come from California and if possible the 2nd  
week of September works better for them then the last week. Also, the  
Geological Survey Representative was planning to come and he needs to  
schedule as much in advance as possible.

>

> Let me know as soon as you know. Thank you!

>

> Jana Gerow

>

>



# CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5<sup>th</sup> Street • Grand Junction, CO 81501

Date: August 25, 2003

Applicant: Rocky Heights – Marilyn Schiveley  
Representative: Development Construction Services – Jana Gerow

The following item (Rocky Heights Estates– FP-2003-074) has been scheduled for Planning Commission on September 9, 2003.

A sign(s) advertising the Public Hearing will be required to be posted no later than this Friday, 8/29/03. The signs are available at the Community Development Department. A \$50.00 deposit is required for a Public Hearing sign. The deposit will be refunded, in full, if the sign(s) is/are returned within 5 working days after the final meeting. A sign is required to be placed facing each road(s) that abuts the project site.

The Staff Report for the project will be available for pick-up after 4 P.M. on Thursday, August 28, 2003.

Please contact the project planner, Lisa Cox, at (256-4039, [lisac@ci.grandjct.co.us](mailto:lisac@ci.grandjct.co.us)) if you have any questions relating to this notice.

cc: FP-2003-074

7000 1670 0010 0684 8275

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To <i>Dev. Services Const - Jana Gerow</i>	
Street, Apt. No. or PO Box No. <i>619 Main St # 110</i>	
City, State, ZIP+4 <i>Grand Jct, CO 81501</i>	
PS Form 3800, May 2000	
See Reverse for Instructions	

**From:** Rick Dorris  
**To:** Lisa Cox  
**Date:** 8/8/03 3:27PM  
**Subject:** Rocky Heights

Lisa,

They have resolved all my issues. I still need a letter from the building department and a permit from the state prior to plan approval. They are okay for PC. My comments are in impact.

Thanks,

Rick Dorris  
Development Engineer  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
voice 970-256-4034  
fax 970-256-4031  
email: rickdo@ci.grandjct.co.us

**Karin Gookin**

---

**From:** "Jana Gerow" <jana@developmentconstructionservices.com>  
**To:** "Karin Gookin" <karing@developmentconstructionservices.com>  
**Sent:** Tuesday, October 07, 2003 2:16 PM  
**Subject:** Fw: Rocky Heights sub

*Letter from  
Building Department*

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

**From:** "Bob Lee" <BLee@co.mesa.co.us>  
**To:** <jana@developmentconstructionservices.com>  
**Sent:** Friday, July 18, 2003 8:18 AM  
**Subject:** Rocky Heights sub

- > We have the information we need for the development. Due to the mature
- > of the development and the topography of the lots we will not ask for
- > Top of Foundation Tabulation. The elevation of the structures and the
- > related drainage must comply to applicable building code provisions.
- > Field inspection will verify compliance. Provide this information to
- > Rick Dorris at City Community Development.

Lisa - FYI

## City of Grand Junction

Community Development Department  
Planning • Zoning • Code Enforcement  
250 North 5th Street  
Grand Junction, CO 81501-2668

Phone: (970) 244-1430  
FAX: (970) 256-4031



April 14, 2003

Ron Bonds  
1998 S. Broadway  
Grand Junction, CO 81503-9593

RE: Tax Parcel #2947-261-00-003

Dear Mr. Bonds:

This is in response to your inquiry about providing access through the proposed Rocky Heights Estates Subdivision, via an extension of Riggs Way from Escondido Circle, to your property to the east. As you know, Rocky Heights Estates received Preliminary Plan approval from the Planning Commission on September 11, 2001. The approved Preliminary Plan does not include access to your property. The applicant has submitted a final development plan for review, but has requested an extension to reconsider the rock rollout trench requirement of the Preliminary Plan. If the applicant does submit a revised Preliminary Plan, you will have the opportunity to request that Planning Commission consider requiring access to your property. However, staff will not support the request.

Your property, which appears to be approximately 40 acres, has a land use designation of Rural (5 to 35 acres per unit). The property currently has legal access from Magnus Court to the east, which, from the aerial photo, appears to be the most developable portion of the property. The developable area of the western portion of the property is very limited by steep slopes. The allowed density under the current land use designation could be clustered in the northeast portion of the property and accessed from Magnus Court. However, total number of units within the 5 to 35 acres per unit density range will likely be toward the low end because of issues with the substandard Magnus Court access.

Further, the access through Desert Hills Subdivision along Escondido Circle is restricted to 28 single family dwellings, based on the October 11, 1999 "Desert Hills Intersection Separation Report". Desert Hills Estates has been approved for 21 units and one additional access for the adjoining property to the west. Rocky Heights Subdivision has been approved for 5 residential lots, bringing the total number of lots accessing Escondido Circle to 27. At the most, only one additional lot would be allowed based on the traffic report.

Based on the very limited developable area of your property that could be accessed through the Rocky Heights Subdivision, and the capacity limitations of Escondido Circle, the staff will not support requiring an access to your property from the west. If a revised

Preliminary Plan for Rocky Heights is submitted, you will be notified of the Planning Commission hearing date. You also have the option of negotiating with the owners for a private access (i.e. a flag lot) through Rocky Heights for one lot.

If you have other questions, please call Lisa Cox at 256-4039 or Rick Dorris at 256-4034.

Sincerely,



Katherine M. Portner, AICP  
Planning Manager

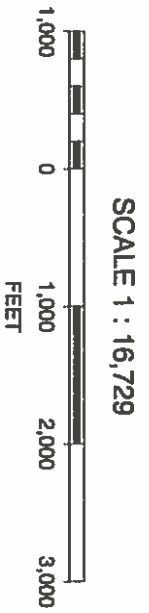
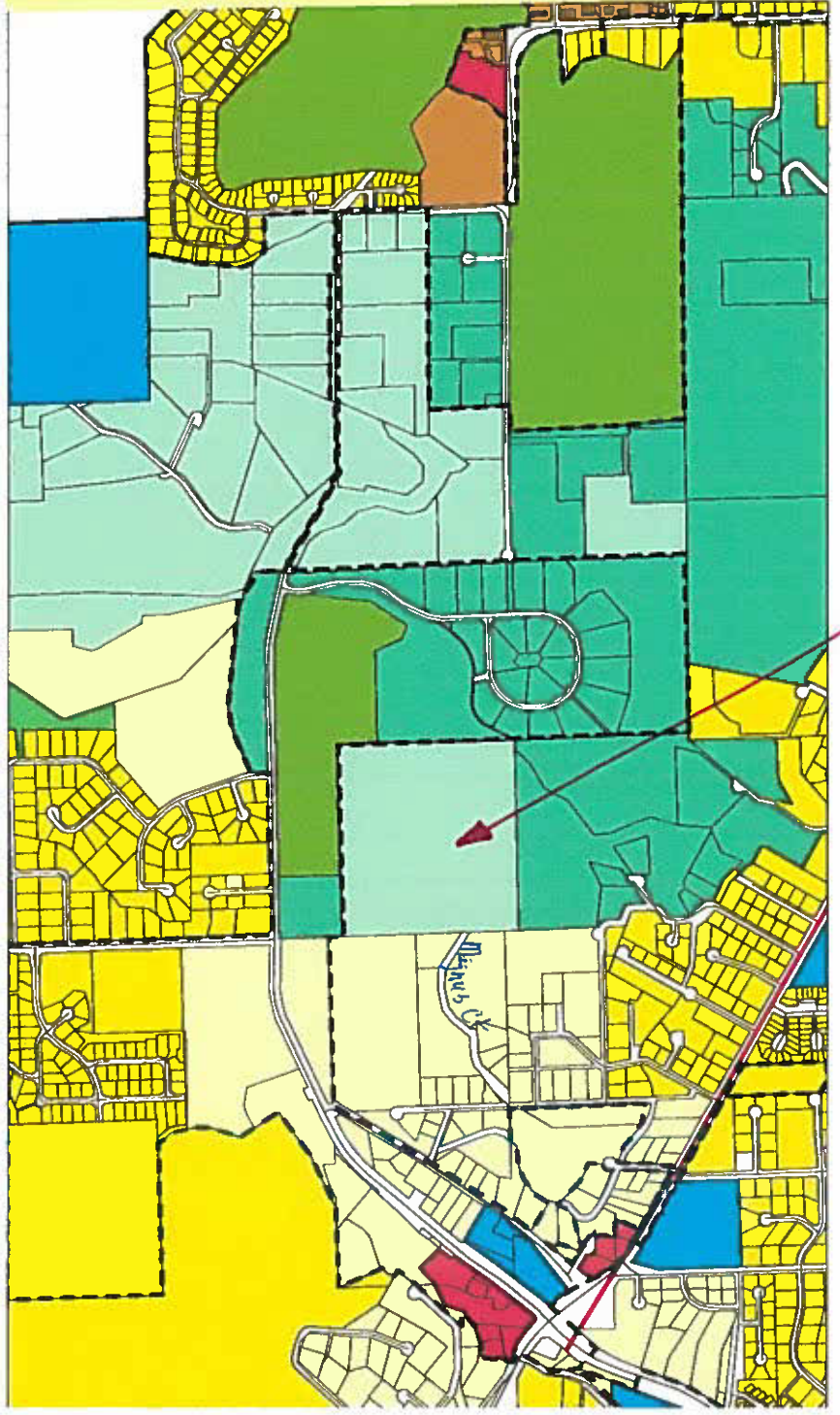
xc: Lisa Cox, Senior Planner  
Rick Dorris, Development Engineer

### Zoning Map



# Ron Bond's property

Kathy -  
 Ron wants to change  
 his zoning to allow  
 smaller lots than 5-  
 35 acre sites. He's in  
 the County now, but  
 wants to develop his  
 property like the  
 land to the West  
 (Rocky Hts, Desert Hills).  
 I told him he would  
 need a SPA - he's ok  
 with that and wants  
 to talk with you about  
 it.



~ 40 acres  
 8 units  
 Ron Bonds  
 842-3838  
 850-9025  
 8947-261-00-003 81503-9593  
 1998 S. Broadway  
 Thursday, March 20, 2003 10:57 A



**From:** Peter Krick  
**To:** Lisa Cox; Wendy Spurr  
**Date:** 6/18/03 1:39PM  
**Subject:** Rocky Heights Estates

AP  
6/19/03

Lisa,  
I have reviewed the revised Plat and I have no additional comments. I will perform my field inspection upon receipt of the Mylar.  
Peter

## STATE OF COLORADO

COLORADO GEOLOGICAL SURVEY  
 Department of Natural Resources  
 1313 Sherman Street, Room 715  
 Denver, Colorado 80203  
 Phone (303) 866-2611  
 FAX (303) 866-2461



DEPARTMENT OF  
 NATURAL  
 RESOURCES

May 12, 2003

Legal Location : NW ¼, S26, T11S, R101W  
 CGS Case No. MA-03-0071

Bill Owens  
 Governor

Greg E. Walcher  
 Executive Director

Ron Cattany  
 Division Director

Ron Cattany  
 Acting State Geologist  
 and Director

Ms. Lisa Gerstenberger  
 Community Development Department  
 250 North 5<sup>th</sup> Street  
 Grand Junction, CO 81501

Re: Rocky Heights Subdivision, Mesa County, Colorado

Dear Ms. Gerstenberger:

I have reviewed the resubmittal of the plat for the proposed Rocky Heights Subdivision. The most recent referral included a General Project Report (4-17-03), prepared by Development Construction Services, Inc.; a Surficial Geology and Subsurface Soils Exploration Report (2-1-03), prepared by Grand Junction Lincoln DeVore; and a set of Preliminary Construction Drawings (April, 03), prepared by Land Design and Grand Junction Lincoln DeVore. In addition to the referral material I met on the proposed development site with Ms. Jana Gerow, Development Construction Services and Mr. Edward Norris, PE, Grand Junction Lincoln DeVore, during October, 2003 to discuss potential alterations to the plat.

CGS was concerned that the rockfall mitigation proposed in previous submittals of this project was over-designed for the hazard potential on this site. The Grand Junction Lincoln DeVore (2-1-03) report includes a detailed site characterization that identifies the hazard areas to the south of the proposed building envelopes. I am in agreement with Grand Junction Lincoln DeVore's observations and recommendations regarding the rockfall hazard potential and proposed mitigation. I believe that the main support of the validity of these recommendations is tied to the detail in which the rockfall hazard was evaluated for this site.

The Grand Junction Lincoln DeVore report (2-1-03), states that the CRSP model used to evaluate the potential rockfall hazard was based on site mapping and field trials of controlled rockfall. Incorporating model parameters based on "real-world" observations of rock fall behavior on the site provides a more definite approximation of how the hazard area is limited within the proposed subdivision. I believe that the proposed construction setback illustrated on the Construction Drawings (April, 2003) is a reasonable method for minimizing the potential for rock fall to affect the proposed residences.

I am also in agreement with Grand Junction Lincoln DeVore's (GJLD) observation that the existing drainages crossing the property could convey small debris flows, triggered during heavy storms. I suggest including GJLD's recommendation to maintain the capacity of these drainages during and after construction as a plat note. Since the referral materials indicate that the lot owners will be responsible for site grading within the individual building envelopes; I also suggest including a covenant restricting grading within or immediately adjacent to these drainages.

AP  
 5/12/03

Please feel free to contact me if you have any additional questions or comments.

Sincerely,

Sean P. Gaffney  
Geologist

City 501  
Com 250  
Gra

rtment

Telephone: (970) 244-1430  
Fax: (970) 256-4031  
Email: CommDev@ci.grandjct.co.us



5/13/03

# Review Agency Comment Sheet

*(Petitioner: Please fill in blanks in this section only unless otherwise indicated)*

Date: April 16, 2003 To Review Agency: Colorado Geologic Survey

File No: FP-2003-074 Staff Planner: Lisa G.  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Rocky Heights Estates Subdivision

Location: Off Escondido Circle

Development Review Meeting Date: 5/13/03  
*(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)* 5/12/03

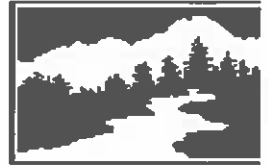
**NOTE:** Please identify your review comments on plan sets by printing the date, your name and company/agency for future reference.

Reviewed By: Sean Gaffney Date: 5/12/03  
Email Address: sean.gaffney@state.co.us Telephone: (303) 866-3350

# STATE OF COLORADO

## COLORADO GEOLOGICAL SURVEY

Department of Natural Resources  
1313 Sherman Street, Room 715  
Denver, Colorado 80203  
Phone (303) 866-2611  
FAX (303) 866-2461



DEPARTMENT OF  
**NATURAL  
RESOURCES**

May 12, 2003

**Legal Location : NW ¼, S26, T11S, R101W  
CGS Case No. MA-03-0071**

Ms. Lisa Gerstenberger  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Re: Rocky Heights Subdivision, Mesa County, Colorado

Bill Owens  
Governor

Greg E. Walcher  
Executive Director

Ron Callany  
Division Director

Ron Callany  
Acting State Geologist  
and Director

Dear Ms. Gerstenberger:

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Please feel free to contact me if you have any additional questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean P. Gaffney". The signature is fluid and cursive, with the first name "Sean" being the most prominent.

Sean P. Gaffney  
Geologist

May 6, 2003

Re: FP-2003-074  
**ROCKY HEIGHTS SUBDIVISION**

AP  
5/7/03  
LSD

REVIEW COMMENTS

Sheet 1 of 2

1. All lettering size shall be a minimum of 0.08" in height.
2. A list of all abbreviations and symbols used on the Plat shall be listed.
3. A location (site/vicinity) map is required.
4. Descriptive references shall be placed beneath the title of the Plat at the top of this sheet.
5. Identify and label the double lines running Southerly from the Southeast corner of the Plat.
6. Include a Title Certification for the use of the Title company; a copy of which was e-mailed to the Surveyor.
7. If blank spaces occur within the Dedication that City personnel will complete, a note to that effect should be placed on the Plat.
8. The Title Commitment indicates an easement granted to Public Service recorded in Book 971, Page 315. If applicable, this easement should be noted on the Plat.
9. The Title Commitment indicates an easement deed and agreement recorded in Book 2757, Page 755. If applicable, this document should be noted and referenced on the Plat.

Sheet 2 of 2

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6. The title (name) of the plat shall be located at the top of the sheet with any descriptive references placed below the title.
7. Provide the bearing and distance data for the line segment located on the North line of Lot 3.
8. Label the street name for the roadway occurring within this Plat.
9. Provide a distance on the side lot lines defining its intersection with the NO BUILD ZONE.
10. The lines used to dimension the offset from the South line of lots 1 through 4 to the North line of the NO BUILD ZONE should appear as solid lines with arrow heads.
11. The West line of the NO BUILD ZONE located along the East line of Lot 4 is not parallel with the East line of Lot 4. The dimension of 71.50 feet indicated as a right angle tie is incorrect and should be removed.
12. If the Redlands Water and Power Company canal has an easement, then the easement should not continue through the right of way for Riggs Way. If in fact it is a right of way, the Redlands Water and Power Company shall dedicate that portion within the road right of way to the City of Grand Junction for the public.

By: Peter T. Krick  
Professional Land Surveyor  
The City of Grand Junction



Lisa

**From:** "jim daugherty" <jdaugherty@utewater.org>  
**To:** "Comm Dev" <CommDev@ci.grandjct.co.us>  
**Date:** Fri, Apr 25, 2003 12:51 PM  
**Subject:** ROCKY HEIGHTS ESTATES

AP  
4/25/03

Ute Water Conservancy District  
Review Number  
FP-2003-074  
Review Name  
ROCKY HEIGHTS ESTATES

\* COMMENT

- \* Water mains shall be C900, Class 150 PVC. Installation of pipe, fittings, valves, and services, including testing and disinfection shall be in accordance with Ute Water standard specifications and drawings
  - \* Developer is responsible for installing meter pits and yokes (pits and yokes supplied by Ute Water).
  - \* Construction plans required 48 hours before construction begins. If plans are changed the developer must submit a new set of plans.
  - \* Electronic drawings of the utility composite for the subdivision, in Autocad.dwg format, must be provided prior to final acceptance of water infrastructure.
  - \* Water meters will not be sold until final acceptance of the water infrastructure.
  - \* ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY
- If you have any questions concerning any of this, please feel free to contact Ute Water.

Edward Tolen P.E.  
Project Engineer, Ute Water

Jim Daugherty  
New Services Coordinator, Ute Water

DATE 4/25/03

PHONE OFFICE 242-7491  
FAX 242-9189  
EMAIL jdaugherty@utewater.org

**CC:** "Jana Gerow" <jana@developmentconstructionservices.com>

City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> 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: April 16, 2003 To Review Agency: Cable

File No: FP 2003-074 Staff Planner: Lisa G.  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Rocky Heights Estates Subdivision

Location: Off Escondido Circle

Development Review Meeting Date: 5/13/03  
*(To be filled in by City Staff)*

## COMMENTS *(For Review Agency Use)*

**Outside Review Agencies:** Please email comments to: [CommDev@ci.grandjct.co.us](mailto: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)*

5/12/03

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

Reviewed By

[Signature]

Date

4-29-03

Email Address

Telephone

263-2313

# BRESNAN

Communications

---

April 29, 2003

Rocky Heights Subdivision  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Dear, Marilyn Schiveley

We are in receipt of the plat map for your new subdivision, **Rocky Heights Subdivision**. I would like to notify you that we will be working with the other utilities to provide service to this subdivision in a timely manner

I would like to take this opportunity to bring to your attention a few details that will help both of us provide the services you wish to have available to the new home purchasers. These items are as follows:

1. We require the developers to provide, at no charge to Bresnan Communications, an open trench for cable service where underground service is needed and when a roadbore is required, the developer too must provide that. The trench may be the same one used by other utilities however; **the road-bore must have a 2" conduit for the sole use of cable TV.**
2. We require developers to provide, at no charge to Bresnan Communications, fill-in of the trench once cable has been installed in the trench.
3. **We require developers to provide, at no charge to Bresnan Communications, a 4" PVC conduit at all utility road crossings where cable TV will be installed. The cable TV crossings will be in the same location as power and telephone crossing. If the conduit is not installed, we will be unable to place our lines until one is installed. This 4" conduit will be for the sole use of cable TV.**
4. Should your subdivision contain cul-de-sac's the driveways and property lines (pins) must be clearly marked prior to the installation of underground cable. Any need to relocate pedestals or lines will be billed directly back to your company.
5. Bresnan Communications will provide service to your subdivision so long as it is within the normal cable TV service area. Any subdivision that is out of the existing cable TV area may require a construction assist charge; paid by the developer, to Bresnan Communications in order to extend the cable TV service to that subdivision.
6. Should Bresnan Communications be required to perform work on any existing aerial or underground cable TV lines to provide service to the subdivision, Bresnan Communications may require a construction assist charge, to be paid by the developer.

Should you have any other questions or concerns please feel free to contact me at any time. If I am out of the office when you call please leave your name and phone number with our office and I will get back in contact with you as soon as I can.

Sincerely,



Chuck Wiedman,  
Construction Supervisor Phone: 263-2313

City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> 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: April 16, 2003 To Review Agency: Real Estate Manager

File No: FP 2003-074 Staff Planner: Lisa G.  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Rocky Heights Estates Subdivision

Location: Off Esccondido Circle

Development Review Meeting Date: 5/13/03  
*(To be filled in by City Staff)*

## **COMMENTS**

*(For Review Agency Use)*

**Outside Review Agencies:** Please email comments to: [CommDev@ci.grandjct.co.us](mailto: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.

*SEE ATTACHED COMMENTS*

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

*(To be filled in by City Staff)* 5/12/03

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

PETER T. KRICK 5/6/2003  
Reviewed By Date

\_\_\_\_\_  
Email Address Telephone

May 6, 2003

Re: FP-2003-074  
**ROCKY HEIGHTS SUBDIVISION**

REVIEW COMMENTS

Sheet 1 of 2

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4. The Title Commitment indicates an easement granted to Public Service recorded in Book 971, Page 315. If applicable, this easement should be noted on the Plat.

5. The Title Commitment indicates an easement deed and agreement recorded in Book 2757, Page 755. If applicable, this document should be noted and referenced on the Plat.
6. The title (name) of the plat shall be located at the top of the sheet with any descriptive references placed below the title.
7. Provide the bearing and distance data for the line segment located on the North line of Lot 3.
8. Label the street name for the roadway occurring within this Plat.
9. Provide a distance on the side lot lines defining its intersection with the NO BUILD ZONE.
10. The lines used to dimension the offset from the South line of lots 1 through 4 to the North line of the NO BUILD ZONE should appear as solid lines with arrow heads.
11. The West line of the NO BUILD ZONE located along the East line of Lot 4 is not parallel with the East line of Lot 4. The dimension of 71.50 feet indicated as a right angle tie is incorrect and should be removed.
12. If the Redlands Water and Power Company canal has an easement, then the easement should not continue through the right of way for Riggs Way. If in fact it is a right of way, the Redlands Water and Power Company shall dedicate that portion within the road right of way to the City of Grand Junction for the public.

By: Peter T. Krick  
Professional Land Surveyor  
The City of Grand Junction



# CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5<sup>th</sup> Street • Grand Junction, CO 81501

---

May 5, 2003

## ACCEPTANCE LETTER

A submittal for the Rocky Heights Estates (FP-2003-074) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Lisa Cox, the project planner, at 256-4039 or [lisac@ci.grandjct.co.us](mailto:lisac@ci.grandjct.co.us).

Review comments for the project will be available on 5/20/03 after 4:00 P.M., approximately 5 weeks from the application submittal date.

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

cc: FP-2003-074





City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> 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: April 16, 2003

To Review Agency: Community Development

File No: FP-2003-074  
*(To be filled in by City Staff)*

Staff Planner: Lisa Gerstenberger Cox  
*(To be filled in by City Staff)*

Project Name: Rocky Heights Estates Subdivision

Location: Off Escondido Circle

Development Review Meeting Date: 5/13/03

*(To be filled in by City Staff)*

### **COMMENTS** *(For Review Agency Use)*

**Outside Review Agencies:** Please email comments to: [CommDev@ci.grandjct.co.us](mailto: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)*

5/12/03

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

Reviewed By \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

APPLICATION COMPLETENESS REVIEW

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

Date: 4/21/03

Project Name: Rocky Heights Est. Sub. (if applicable)

Project Location: Escondido Circle (address or cross-streets)

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

APPLICATION TYPE(S): Revised Prelim. Plan in PD zone &  
(e.g. Site Plan Review) Final Plat

FEE PAID: Application: 740 BALANCE DUE: \_\_\_\_\_  
Acreage: 75  Yes amount \$ \_\_\_\_\_  
Public Works: \_\_\_\_\_  No

*Missing item!*

COMPLETENESS REVIEW:

Originals of all forms received w/signatures?  Yes  No, list is 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

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

*FP-2002-016  
RZP-2001-079  
RZP-2001-155*

# RECEIPT OF APPLICATION

DATE BROUGHT IN: 4-17-03

CHECK #: 5901 AMOUNT: 815.00

DATE TO BE CHECKED IN BY: 4-21-03

PROJECT/LOCATION: Escondido Circle

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

PUBLIC WORKS  
& UTILITIES

November 2, 2004

Ms. Jana Gerow  
Development Construction Services  
619 Main Street, Suite 110  
Grand Junction, Co 81501

Reference: Rocky Heights, FP-2003-074

Dear Jana,

A final inspection of the streets, drainage facilities, and sanitary sewer for the referenced project was conducted. A list of items to be corrected and/or furnished was given to the project representative. Subsequent inspections have revealed that these items have been satisfactorily completed.

“As Built” record drawings and required test results for the subdivision were received and reviewed, corrected as necessary, and are now acceptable.

A Maintenance Agreement and letter of credit were received and executed.

The streets, drainage facilities, sanitary sewer, and water within the public right-of-way are eligible to be accepted for future maintenance by the City of Grand Junction one year after the date of initial acceptance. The date of initial acceptance is September 15, 2005.

Your warranty obligation, for all materials and workmanship, is for a period of one-year beginning with the date of initial acceptance. The City will re-inspect the project prior to the end of the warranty period. Any defects discovered during this re-inspection must be corrected. The City will then establish a new acceptance date and an extended warranty period. The warranty period will expire upon final acceptance by the City.

Thank you for your cooperation in the completion of the work on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Dorris". The signature is fluid and cursive, written over a light background.

Rick Dorris, PE  
City Development Engineer

cc: Don Newton  
Doug Cline  
Walt Hoyt  
Jody Kliska  
Larry Brown

Mike McDill  
Mark Barslund  
Bret Guillory  
Lisa Cox

Rick - Please verify This should be last

RECEIVED



AUG 16 2004

SUBSTANTIAL COMPLETION INSPECTION CHECKLIST

Project: Rocky Heights

DATE: 7-13-04

COMMUNITY DEVELOPMENT  
City of Grand Junction, Colorado  
250 N. 5th Street  
81501-2668  
FAX: (303) 244-1599

STREETS

Pavement NEED TESTS still need - attached

Concrete MAY NEED TESTS attached file 7/2/04

Manholes OK

Signs OK

Lighting OK

Site Grading GRATE SWALES TO PIPES ON S. SIDE STREET Done 7/2/04

Other AS-BUILTS, MAINTENANCE AGREEMENT & GUARANTEE Dropped off 8/12 still need

UTILITIES & DRAINAGE

Water lines OK

Sewer Lines OK

Inlet Structures N/A

Detention Facilities NEED CERT. ON POND & OUTLET. Per Landesign 8/12 still need

Outlet Structures TRASH RACK & SILTFENCE Per Landesign 8/12 Trash rack in for silt fence

Other PULL POSTS. done

Inspected by: [Signature]  
City Development Engineer

Developer or Representative: [Signature]

Final acceptance of the Streets and Drainage Facilities will be made when the above items have been corrected and inspected. Please call 256-4031 when ready for final acceptance.



**WESTERN  
COLORADO  
TESTING,  
INC.**

**HOT BITUMINOUS PAVEMENT FIELD DENSITY TESTS**

Client: United Companies Test Locations Designated By: WCT Job No.: 305104  
 Project: Desert Hills Subdivision Authorized By: Bob Ekstrom Date: 6/17/04  
 Location: Grand Junction, CO Tested/Calc'd By: RG Date: 6/17/04  
 Type of Material: SX75 virgin Reviewed By: JCH Date: 6/19/04  
 Source of Material: 15 Rd Hot plant

Test No.	Date	Location of Test Hole	Elevation of Test Datum
1	6/17/04	40' south of center line, Riggs Way, court area	0
2	6/17/04	8' south of center line, Riggs Way, 5' east of v-pan, approximate 350' east of Escondido	0
3	6/17/04	12' south of center line, Riggs Way, 5' east of v-pan, approximate 200' east of Escondido	0
4	6/17/04	4' north of center line, Riggs Way, 5' east of v-pan, approximate 250' east of Escondido	0
5	6/17/04	3' north of center line, Riggs Way, 5' east of v-pan, approximate 150' east of Escondido	0

Test No.	Max. Unit Weight pcf	In-Place Characteristics Wet Density pcf	Relative Compaction %	Within Specs	Comments*
1	150.7	143.9	95	Y	1,7,9,12
2	150.7	142.5	95	Y	1,7,9,12
3	150.7	140.1	93	Y	1,7,9,12
4	150.7	138.9	92	Y	1,7,9,12
5	150.7	140.1	93	Y	1,7,9,12

\* Comments:

- 1. Pavement Area
- 2. 100% min. req'd
- 3. 98% min. req'd
- 4. 86% min. req'd
- 5. 90% min. req'd
- 6. \_\_\_% min. req'd

- 7. Tested ASTM D-2922
- 8. Tested ASTM D-2922/ASHTO T-217
- 9. Other: Sample #1

- 10. Tested Locations on Accompanying Site Plan
- 11. Specifications Unknown
- 12. 92-98% Compaction required

Datum: Top Mat


Note: Tests reported to herein are not part of a continuous monitoring program of compaction operations and accordingly apply only to the actual location tested.

Copies to:



**WESTERN  
COLORADO  
TESTING,  
INC.**

**PHYSICAL PROPERTIES OF  
ASPHALTIC CONCRETE  
SUPERPAVE Method Mix Design**

Client: United Companies Reviewed By:  Job No.: 305104  
 Project: Desert Hills Subdivision Sampled By: RG Date: 6-29-04  
 Project Location: Grand Junction, CO Submitted By: RG Date: 6/17/04  
 Type of Material: HMA SX75 w/ virgin aggregate Authorized By: Client Date: 6/17/04  
 Sample Location: STA 1+70 S Bound Lane, Face Riggs Way Source of Sample: Auger

Sample No.: 1 Ticket No.: \_\_\_\_\_ Tons: 155 Time Sampled: 11:15

**Sieve Analysis ASTM C136  
Extraction**

Sieve Size	% Passing - Cumulative	Specification
1 1/4"	100	
1"	100	
3/4"	100	100
1/2"	98	90min
3/8"	91*	78-90
No. 4	71*	54-64
No. 8	54*	38-48
No. 16	38	-
No. 30	29*	20-28
No. 50	21	-
No. 100	22	-
Finer than 200 ASTM C117	8.0	4.2-8.2

Cold Feed Moisture \_\_\_\_\_

Asphalt Moisture \_\_\_\_\_

Test	Results	Specifications	Test Standard
Bitumen Content, %**	8.05		D2172
Briquette Specific Gr. g/cc	2.328		CP-L 5115
Briquette Unit Weight, lbs/ft <sup>3</sup>	144.9		
Maximum Specific Gr. g/cc	2.421		CP-L 5102
Maximum Unit Weight lbs/ft <sup>3</sup>	150.7		
Number of Gyration	75		
Air Voids, %	3.9	2.8-5.2	-
VMA, %	16.07		-

\* Indicates non-compliance with project requirements.

\*\* By weight of total sample



Rick Davis

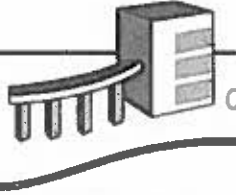
RECEIVED

AUG 06 2004

COMMUNITY DEVELOPMENT DEPT.

The Starting Place

DCS



Development Construction Services, Inc.

619 Main Street, Suite 110  
Grand Junction, CO 81501

(970) 242-3674 • Fax: (970) 256-9570

www.developmentconstructionservices.com

Transmittal

Re: Rocky Heights

To: Rick Davis Date: 8/5/04

Company: City of GJ Phone:

Address: 5th & Bond

From: Jana Gerew Phone: 260-4213

Letters Blueprints Originals Photos

Maps Specifications Submittal Packet

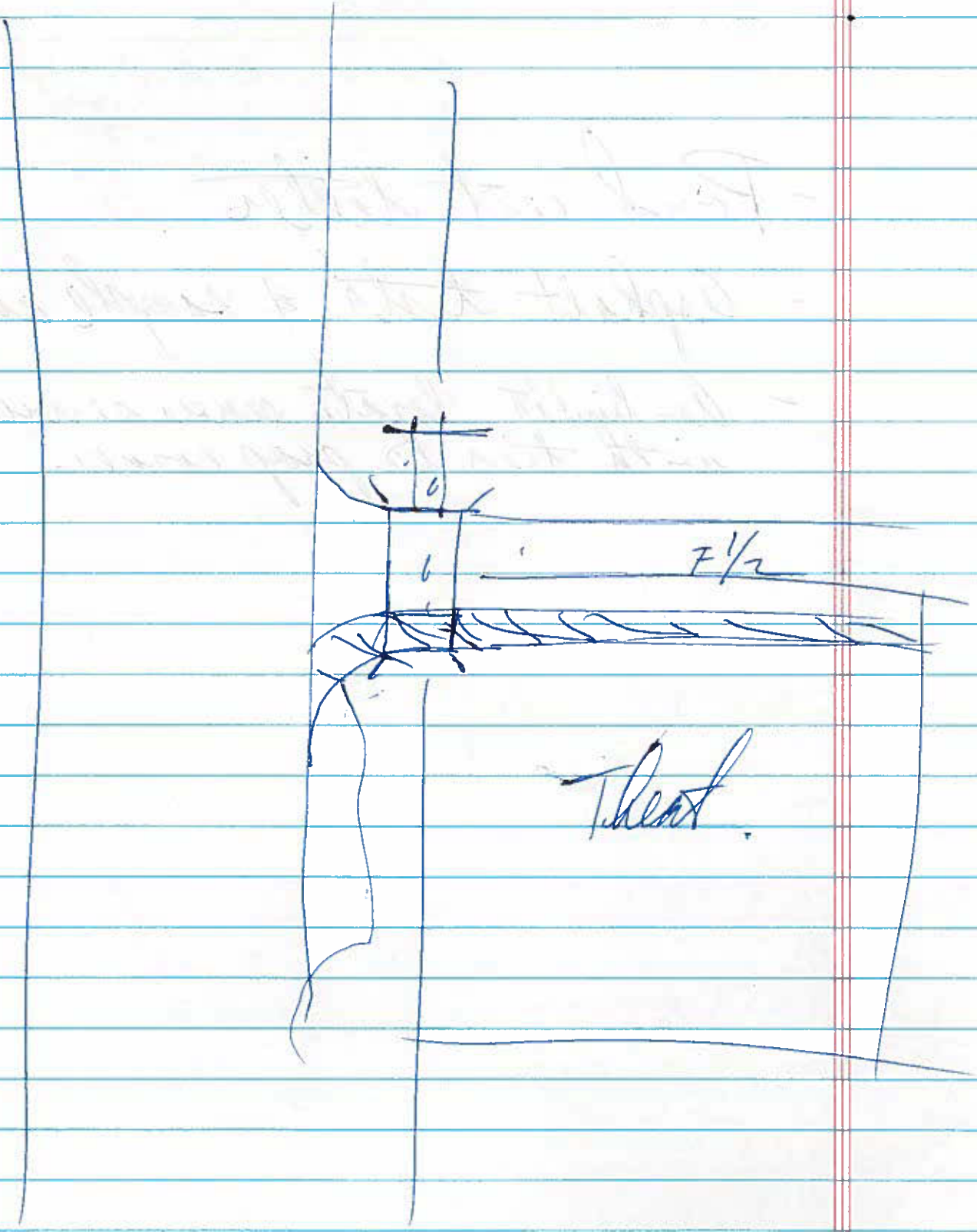
Brochures Contract  Other Guarantee & Bond

Message: Rick attached please find a copy of the revised DIA guarantee and maintenance bond for Rocky Heights. The original is being delivered to Jamie.

Copy: Jamie Krieling Jana Gerew

Note: Jandesign will have revised asbuilts Thursday & indicate the dropped off Pond Certification

- Pond cut letter.
- Asphalt tests & sample analysis
- As-haults, locate sewer service with ties to prop corner.



Heat

FP-2003-074



# SUBSTANTIAL COMPLETION INSPECTION CHECKLIST

Project: Rocky Heights

City of Grand Junction, Colorado  
250 N. 5<sup>th</sup> Street  
81501-2668  
FAX: (303) 244-1599

DATE: 7-13-04

<b>STREETS</b>	<input checked="" type="checkbox"/> Pavement	<u>NEED TESTS</u>
	<input checked="" type="checkbox"/> Concrete	<u>MAY NEED TESTS</u>
	<input type="checkbox"/> Manholes	<u>OK</u>
	<input type="checkbox"/> Signs	<u>OK</u>
	<input type="checkbox"/> Lighting	<u>OK</u>
	<input type="checkbox"/> Site Grading	<u>GRADE SWALES TO PIPES ON S. SIDE STREET.</u>
	<input type="checkbox"/> Other	<u>AS-BUILTS, MAINTENANCE AGREEMENT &amp; GUARANTEE</u>

<b>UTILITIES &amp; DRAINAGE</b>	<input type="checkbox"/> Water lines	<u>OK</u>
	<input type="checkbox"/> Sewer Lines	<u>OK</u>
	<input type="checkbox"/> Inlet Structures	<u>N/A</u>
	<input type="checkbox"/> Detention Facilities	<u>NEED CERT. ON POND &amp; OUTLET.</u>
	<input type="checkbox"/> Outlet Structures	<u>TRASH RACK &amp; SILT FENCE</u>
	<input type="checkbox"/> Other	<u>PULL POSTS.</u>

Inspected by: [Signature]  
City Development Engineer

Developer or Representative: [Signature]

Final acceptance of the Streets and Drainage Facilities will be made when the above items have been corrected and inspected. Please call 256-4031 when ready for final acceptance.

# DCS



*The Starting Place*

Development Construction Services, Inc.  
(970) 242-3674 • Fax: (970) 256-9570

619 Main Street, Suite 110  
Grand Junction, CO 81501

www.developmentconstructionservices.com

## FAX

# of Pages

2

(Including Cover)

To: Rick Arris

Date: 4/16/04

Company: City of GJ

Phone: 256-4034

Re: Rocky Heights

Fax: 256-4031

From: Melissa

Phone: 970-242-3674

Company: DCS, Inc.

Fax: 970-256-9570

Message: Please call if you can't read this

Response:

Copy:

Melissa

FP-2003-074

verbal from Phil  
that that sewer test  
is OK - let letter is  
in mail -  
Rick Davis  
6-17-04

UTE WATER CONSERVANCY DISTRICT

560 25 Road, P.O. Box 460  
Grand Junction, CO 81502

Office

Telephone: 970-242-7491  
FAX: 970-242-9189


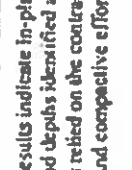
Treatment Plant

Telephone: 970-464-5563  
FAX: 970-464-5443

This letter is to certify that Rocky Heights Subdivision, Filing \_\_\_\_\_  
has satisfactorily passed a bacteria test and pressure test as required by the Ute Water  
Conservancy District. This letter does not imply final acceptance of the water system by  
the Ute Water Conservancy District.

By: Alvin Taha Date: 15 Jun 04

Title: District Engineer

Client: Development Construction Services		Report No: 16					
Project: Rocky Heights		Date of Test: 8-15-04					
Location:		Test By: DA					
Rock correction applied to proctor, as needed.		GILD Job No: 90880-GJ					
TEST TYPE:	Nuclear (ASTM 2922) Backscatter Direct Trans. X	(ASTM D-1556) Sand Core					
SPECIFICATIONS:		City: X County: State:					
Test No.	Location of Test	COMPACTION %	CONIPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALLE	SOIL TYPE
98	Roadway, Riggs Way, sta 1+00, R @ FG	96	95	6.8	+2	135.0 @ 8.5	ABC
99	Roadway, Riggs Way, sta 2+00, L @ FG	99	95	6.7	+2	135.0 @ 8.5	ABC
100	Roadway, Riggs Way, sta 3+00, R @ FG	97	95	6.7	+2	135.0 @ 8.5	ABC
101	Roadway, Riggs Way, sta 4+00, L side of cul-de-sac @ FG	98	95	7.3	+2	135.0 @ 8.5	ABC
102	Roadway, Riggs Way, sta 4+00, R side of cul-de-sac @ FG	98	95	6.5	+2	135.0 @ 8.5	ABC
DISTRIBUTION:		GRAND JUNCTION LINCOLN DEVORE, INC. BY:  FILL DENSITY TEST DAILY REPORT					
I-Client		KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718					
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln Devore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.		GRAND JUNCTION LINCOLN DEVORE  Geotechnical Engineers-Geologists					

June 16, 2004

Rick Dorris, Development Engineer  
Public Works & Utilities  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**RE: Certification for Sanitary Sewer Leakage Testing  
After Road Base & Dry Utility Installation and Prior to Paving  
Rocky Heights Subdivision**

Dear Rick:

I hereby certify that the gravity sewer collection system for the above referenced project has been successfully leakage tested with all segments passing the exfiltration of air test performed per section 105.2a of the City of Grand Junction Standard Specifications for the Construction of Underground Utilities.

Sincerely,



Philip Hart, PE



June 16, 2004

Rick Dorris, Development Engineer  
Public Works & Utilities  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

FP-2003-074

**RE: Certification for Sanitary Sewer Leakage Testing  
After Road Base & Prior to Paving and Dry Utility installation  
Rocky Heights Subdivision**

Dear Rick:

I hereby certify that the gravity sewer collection system for the above referenced project has been successfully leakage tested with all segments passing the exfiltration of air test performed per section 105.2a of the City of Grand Junction Standard Specifications for the Construction of Underground Utilities.

Sincerely,



Philip Hart, PE

Client: Development Construction Services	Report No: 15
Project: Rocky Heights Subdivision	Date of Test: 6-4-04
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90860-GJ

TEST TYPE: Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS: Project:	City: X	County:	State:
--	-------------------------------------	-------------------------	--------------------------	---------	---------	--------

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
93A	RETEST	97	95	6.6	+2	135.0@8.5	ABC
96	Curb/gutter, sta 2+00, L @ FABC	97	95	6.5	+2	135.0@8.5	ABC
94A	RETEST	96	95	6.8	+2	135.0@8.5	ABC
95A	RETEST	97	95	6.7	+2	135.0@8.5	ABC
97	Curb/gutter, sta 4+00, R @ FABC	96	95	6.8	+2	135.0@8.5	ABC

DISTRIBUTION:  
1-Client


KEY: \* Fails Compaction Spec. C = Cohesive  
 \*\* Fails Moisture Spec. NC = NonCohesive  
 S Standard Proctor ABC = Aggregate Base  
 M Modified Proctor PR = Pit Run

GRAND JUNCTION LINCOLN DeVORE, INC.  
 BY: *[Signature]*  
**FILL DENSITY TEST DAILY REPORT**

NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.

Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718

Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.





GRAND JUNCTION LINCOLN DeVORE

Geotechnical Engineers-Geologists

Client: Development Construction Services				Report No: 16			
Project: Rocky Heights				Date of Test: 6-15-04			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
98	Roadway, Riggs Way, sta 1+00, R @ FG	96	95	6.8	+2	135.0@8.5	ABC
99	Roadway, Riggs Way, sta 2+00, L @ FG	99	95	6.7	+2	135.0@8.5	ABC
100	Roadway, Riggs Way, sta 3+00, R @ FG	97	95	6.7	+2	135.0@8.5	ABC
101	Roadway, Riggs Way, sta 4+00, L side of cul-de-sac @ FG	98	95	7.3	+2	135.0@8.5	ABC
102	Roadway, Riggs Way, sta 4+00, R side of cul-de-sac @ FG	98	95	6.5	+2	135.0@8.5	ABC

DISTRIBUTION: 1-Client	KEY: * Fails Compaction Spec.	C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. BY: 
	** Fails Moisture Spec.	NC = NonCohesive	
	S Standard Proctor	ABC = Aggregate Base	
	M Modified Proctor	PR = Pit Run	

NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
--	---	--	---



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor St.  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

June 10, 2004

Development Construction Services  
619 Main St.  
Grand Junction, CO 81501

Re: Sieve Analysis, Class 6, A.B.C., Riggs Wy., sta 2+50, Rocky Heights Subdivision,  
Grand Junction, CO

Gentlemen:

At your request personnel of Grand Junction Lincoln DeVore have completed a sieve analysis on a sample of material which was obtained from the above-referenced site. The results follow.

Sieve No.	% Finer	Specs.
3/4"	100	100
1/2"	83	
3/8"	69	
#4	50	30-65
#8	39	25-55
#16	34	
#30	30	
#50	17	
#100	10	
#200	6.4	3-12

This sieve analysis was completed in accordance with ASTM C-136.

If any questions arise regarding these results or if we can be of any further assistance to you, please do not hesitate to contact this office at any time.

Respectfully Submitted,


GRAND JUNCTION  
LINCOLN DeVORE, Inc.

  
by: Edward M. Morris PE  
Principal Engineer

GJLD Job No.: 90860-GJ

Client:	Development Construction Services	GJLD Job No.:	90860-GJ
		Field Test By:	DC
Project:	Rocky Heights Subdivision	Location of Test:	Sidewalk/curb, N Riggs Wy., sta 3+50
Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		Test Specs.
Truck No.:	360	Slump (ASTM C-143)	2.0 Inches 4" max
Ticket No.:	122493	Air Content (ASTM C-231)	6.6 % 5-8
Date of Casting:	6-9-04	Conc. Temp. (ASTM C-1064)	78 °F
Mix ID/Description:	Class B	Test Taken @ chute	4 Yards
28-Day Req. Strength:	3000	Water Added	10 Gal.
Aggregate Correction Factor:	YES / (NO)		

Specimen No.:	Spec. Height inch	Spec. Weight lbs.	Ave. Diam. inch	X-section Area inch <sup>2</sup>	Unit Weight pcf	Total Load lbs	Unit Stress psi	Break Type	Break Date	Break Age
1	8.00	8.40	4.02	12.69	143.0	35330	2780	CM	6-16	7
2	8.00	8.40	4.01	12.63	143.7		0		7-7	28
3	8.00	8.35	4.00	12.57	143.5		0		7*7	28
4	8.00	8.40	4.00	12.57	144.4		0			Reserve

Remarks:	Sample Break Using Neoprene 'Capping'	Grand Junction Lincoln-DeVore requires a minimum of 1 Working Days notice to schedule personnel for any field testing and observations.
Specimen or Cap Defects:		Grand Junction Lincoln-DeVore cannot be responsible for any interpretations of the test results by other than laboratory personnel.
Distribution:	1-Client	Field Testing performed in substantial conformance to appropriate ASTM Standards. Compressive Strength Test performed in substantial conformance to ASTM C-29.  Final Report will include data for all specimens and will be sent after the 28-day breaks.
* Date Issued:	Does Not Meet Required Strength (if Applicable) 6-16-04	GRAND JUNCTION LINCOLN DeVORE, Inc. BY: 



**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado

**'CONCRETE COMPRESSIVE TEST REPORT**

FP-2003-074

ROCKY HEIGHTS

Rick Dorris

August 8, 2003

ROUND THREE

1. The letter from the building department needs to state that they have received the grading and drainage plan and the geotechnical report. **THIS MUST BE RECEIVED PRIOR TO PLAN APPROVAL.**
2. Still need the NPDES Construction Activity Permit. **THIS MUST ALSO BE RECEIVED PRIOR TO PLAN APPROVAL.**



Development Construction Services, Inc.

(970) 242-3674 • Fax: (970) 256-9570

*Lisa  
Cox FYI  
The Starting Place*

619 Main Street, Suite 110  
Grand Junction, CO 81501

[www.developmentconstructionservices.com](http://www.developmentconstructionservices.com)

July 24, 2003

**Neighbors of Desert Hills Subdivision**

**RE: Planned Rocky Heights Subdivision**

**Dear Neighbors:**

You may be aware that for the past several years, while your subdivision (Desert Hills) was being planned and developed, a small 5 lot subdivision to the south of your homes, called Rocky Heights Subdivision was being planned. This project, which is now reaching the final stages of approval, includes 5 lots averaging 1.3 acres each and is intended for construction of high quality homes.

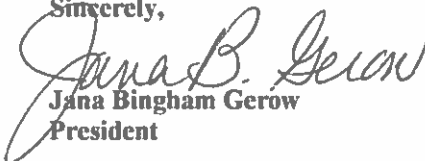
The ownership of the development, Rocky Heights, LLC, would like to offer you, as immediate neighbors, a look at the final proposed development, prior to our planning commission meeting, expected in August or September of 2003. Our firm represents the ownership and will be available on site, from 7 to 8 p.m. on Thursday, July 31, 2003. Please look for a green explorer bearing our logo and company name as noted on this letterhead. We will be parked at the road crossing of the canal and entrance to Rocky Heights.

The agenda will include 1) presentation of drawings from our submittal, which has been reviewed by the City staff, 2) a rendering of the project and 3) discussion & review of the design guidelines and covenants and restrictions proposed for the project. Please confirm your intent to attend, no later than July 29, 2003. If there does not appear to be an interest to the neighbors, we will not be on site.

We hope you will take a few moments to come see the information and give us your input. Please RSVP so that we will have adequate amounts of lemonade and cookies.

Thank you for your interest and attention, please feel free to call our office with any questions prior to the July 31, meeting. Please ask for Jana Gerow, Development Construction Services, Inc. at (970) 242-3674.

Sincerely,

  
Jana Bingham Gerow  
President

Cc: Lisa Cox, Community Development Planner  
Rick Dorris, Community Development Engineer

PRE-CONSTRUCTION MEETING  
PRIVATE DEVELOPMENT STREET AND UTILITY CONSTRUCTION

Project: ROCKY HEIGHTS  
Date: 2-17-04  
Developer: \_\_\_\_\_  
Engineer: LANTESION / DORRIS  
Schedule: Dirtmeister -> General  
Utilities: Elex -> Muck 1st  
Concrete: Mays  
Other: \_\_\_\_\_

-> Watch for expansive soils  
& get L-D involved.  
-> Stakeoff "no disturbance zone."

Attendance: Pete Sheis - DCS  
Don Foundstone - Elex  
Kevin Combs - Mays  
Ed Morris

Brian Harris - Dirt  
Rich Dorris  
Mark Bayslund  
Jana Serow - DCS

**Testing**

- Pit Run Material in Utility Trenches (Proctor curve, base spec.)
- Pavement Mix Design (Prior to placing asphalt)
- Submitting Test Results (Compaction test results are to be submitted periodically)
- Compile all testing information along with a test location map and submit with as-builts at the end of the project.

**Safety**

- City Observation of Safety Practices / OSHA Requirements for Trenching
- Mud Tracking Streets / Dust

**Plans**

- Changes - Notify Engineer and City - Submit revised plans for approval and signature by City Engineer.
- Verify grades of utilities prior to street construction (red line as-builts must be submitted to the City Utility Engineer prior to paving)
- As-built surveying of stub-outs required prior to backfill (dimension from P<sub>L</sub>, record elevation).
- Pressure testing of sewer and water lines required prior to paving and after PSCO installs their utilities.

**Other**

- No inverted rings/covers
- As-built detention/retention pond certification required by engineer prior to accepting improvements.
- Acceptance of the improvements as soon after construction as possible will ensure that the contractors warranty period coincides with the City's warranty period.
- Improvements will not be accepted until all items on the "punch list" are addressed.
- Final walk-through can not be scheduled until PSCO and U.S. West are finished.
- BZ concrete and blankets required from November to April.

They need to get canal work going soon to be done  
so that water comes into



## VI CONSTRUCTION PHASE SUBMITTALS

- A. **KEY TO QUALITY** Many a well-conceived idea fell short of its potential due to lack of proper implementation. Well prepared plans followed by poor or unsupervised construction may result in an undesirable project. Having adequate and competent inspection and testing during the construction process is essential and is the key to achieving a quality product. Consequently, the City requires Quality Control and Quality Assurance inspection and testing during the construction of:
- 1) Facilities that will become public, such as streets, sidewalks, water, sewer, and storm drains; and
  - 2) Facilities that may ultimately impact the public at large, such as Best Management Practices, overlot grading, private detention/retention basins, and stormwater collection and conveyance.
- B. **QUALITY CONTROL** The contractor is usually responsible to the developer for Quality Control (QC) of the construction project. City-approved plans will be of specification format, and the developer or contractor as agent shall implement whatever procedures, methods, testing, surveying, and inspection that is required in order that the work conforms to specifications.
- C. **QUALITY ASSURANCE** Developers are responsible for providing Quality Assurance (QA) during construction of facilities which are shown on City-approved development plans. Quality Assurance typically involves a systematic inspection of work and testing of materials and compaction, all of which serve to assure the developer (and ultimately the City) that his or her contractor is providing work that is in conformance to City-approved plans and specifications.

The following is quoted from a Colorado State Board of Registration publication:

### Rule XVII - Construction Supervision

*Section 12-25-102(10) of the Colorado Revised Statutes defines the "... supervision of construction for the purpose of assuring compliance with specifications and design..." as the practice of engineering. Supervision of construction for the purpose of assuring compliance with specifications and design includes, but is not limited to the following activities:*

1. *Observing construction operations and interpreting the project plans and specifications to monitor compliance with the plans, specifications and the purpose of the design;*
2. *Providing or reviewing documentation concerning compliance with plans and specifications (For purposes of this rule, documentation shall include but not be limited to, shop drawings, samples, test data, and performance data for components);*
3. *Identifying design problems due to actual field conditions encountered; or*
4. *Evaluation or analysis of the testing of materials, equipment or systems for acceptance, when appropriate to the project.*

*A person who is performing, or is obligated to perform, any of the above listed activities is engaging in the practice of engineering and must either be licensed as a Professional Engineer in Colorado or must be supervised by a Colorado Professional Engineer.*

- D. **CITY INSPECTION** In addition to Quality Control and Quality Assurance provided by the contractor and developer, the City reserves the right to observe the construction of facilities identified in sub-section "A" above. The developer shall notify the City Public Works Department at 244-1555 of construction activity that is ready to commence. As time permits, a City inspector will make periodic observations as the work progresses. Such inspection of work by the City does not relieve the developer nor contractor of their duties regarding inspection, monitoring, and testing.
- E. **CONSTRUCTION SEGMENTATION** As construction proceeds, the quality or acceptability of work often depends upon the quality of work which precedes it. Hence the common practice will be required of having QC/QA inspections and approvals at various stages in the construction effort in order to avoid unnecessary removal of previous work.
- F. **CONSTRUCTION PHASE SUBMITTAL CHART** A chart has been prepared which identifies various steps of construction activity and corresponding submittal items. Depending on the type and size of project involved, some of the items may not be necessary. The chart will be completed by City Staff, and submitted to the developer along with City-approved plans prior to the commencement of construction. Only those items with shaded-in circles will be required.



**City of Grand Junction  
Construction Approval & Progress**

Project Name: ROCKY HEIGHTS  
Location: \_\_\_\_\_  
Developer: \_\_\_\_\_  
Engineer: \_\_\_\_\_

**A Licensed Professional Engineer is required to oversee construction of public improvements.**

Date Construction Plans Approved: 12-4-03

Submittal of four sets of prints is required for approval and signature. Distribution: Development Engineer, City Inspector, Community Development, Developer/Contractor.

Improvements Agreement in Place: yes

Construction Meeting: 2-17-04

- 1. Attendance by developer's engineer, contractor(s), testing lab, city engineering representative, city inspector is required.
- 2. Submit list of contractors and approximate starting dates.
- 3. Submit quality assurance plan for testing and inspection. A test location map will be required prior to final acceptance of work.
- 4. Notification of city inspector 24 hours prior to commencement of work is required.

Permit for Construction and Installation of Facilities in Public Right of Way required: No

Date of Final Inspection : \_\_\_\_\_  
Reinspections: \_\_\_\_\_  
Final Acceptance: \_\_\_\_\_  
Warranty Period Ends: \_\_\_\_\_

**Note: City inspection of work does not relieve developer or contractor of their duties regarding inspection, monitoring, and testing.**

## Submittal Requirements for Final Acceptance of Improvements

The following items must be submitted prior to the acceptance of streets, drainage, and utilities by the City of Grand Junction.

✓ As-Built Drawings (Reference SSID IX-5,6, ~~X~~8,9) *irrigation - not required*

- Sealed by a Professional Engineer
- Two Blue-line copies
- One Mylar Copy
- One 3 1/2" Floppy Disk with drawing files

✓ Report (Reference SSID X-2,3,4)

- Testing Location Map
- Inspection Diaries
- Testing Reports

✓ Certification of Detention/Retention Basin  
(Reference SSID IX-6)

- Sealed by a Professional Engineer

**Note:** A one-year warranty period begins once public facilities are accepted by the City of Grand Junction. Any defects or deficiencies which occur during this period must be corrected by the developer. (Reference Zoning and Development Code 5-4-12, A-4)

# CONSTRUCTION PHASE SUBMITTAL CHECKLIST

Location: DESERT HILLS

Project Name: ROCKY HEIGHTS

STEP	ACTIVITY	SUBMITTAL ITEMS	SSID REF.
1	Pre-construction	<ul style="list-style-type: none"> <li>● City Approval of Construction Drawings</li> <li>● Pre-construction Notice</li> <li>○ Work within Public ROW Permit</li> <li>● NPDES Permit (<i>greater than 1 acre site</i>)</li> <li>○ Improvements Agreement/Guarantee</li> <li>○ _____</li> <li>○ _____</li> </ul>	VII-5 VII-5 VII-5 VII-5 VII-2,3
2	Grading Street Rough Cut Sanitary Sewer Water Irrigation Other Utilities Sub-grade Base Course Concrete Placement  OKAY FOR CONCRETE <i>PTC = Prior to concrete</i>  OKAY FOR PAVEMENT <i>PTP = Prior to pavement</i>	<ul style="list-style-type: none"> <li>● Construction Report: Grading and Pipeline Phase <i>PTC</i></li> <li>● Construction Report: Concrete and Pavement Prep <i>X-3 PTC &amp; PTP</i></li> <li>● Revised Asphalt Design (if necessary) <i>PTP</i></li> <li>● Request City Lamping of Sewerline <i>PTC</i></li> <li>● Complete Compaction Tests for all utilities, subgrade, and base course under concrete. All at once just prior to concrete construction. <i>PTC</i></li> <li>● Letter from water purveyor stating passage of pressure and disinfection tests <i>PTP</i></li> <li>● Sanitary sewer pressure test after wet utility installation. <i>PTP</i></li> <li>● Redlined Sanitation Sewer As-Built <i>PTC</i></li> <li>● Redlined Storm Sewer As-Built <i>PTC</i></li> <li>● Complete Compaction Tests for base course under asphalt. All at once just prior to pavement. <i>PTP</i></li> <li>○ _____</li> <li>○ _____</li> </ul>	X-4 X-3 VII-6  VII-5  VII-6 VII-6 VII-6
3	Asphalt Pavement Dry Utilities Traffic Control Facilities Monumentation Permanent On-Site Benchmark (Subdivisions Only)	<ul style="list-style-type: none"> <li>● Complete QA Reports for asphalt and concrete.</li> <li>● Construction Report: Concrete and Pavement Placement</li> <li>● Complete Set of As-Built Drawings</li> <li>● Request for City Initial Inspection</li> <li>● Letter from PE stating passage of sanitary sewer pressure test after dry utility installation.</li> <li>○ _____</li> </ul>	X-2  IX-3 to IX-7 VII-6 VII-6
4	Warranty Period	<ul style="list-style-type: none"> <li>● Request for City Final Inspection</li> </ul>	VII-6

**NOTES:**

1. Only those submittal items, which are preceded by a shaded-in circle, are required for the project. At the time of construction drawing approval, City Engineering will submit to the developer one signed approved set of reproducible drawings. A copy of this form, which has been completed for the specific project and one completed copy of Form VI-4 and VI-5 will be transmitted to the developer at the preconstruction meeting.
2. City Engineering approval of submittal items is required prior to commencement of subsequent steps. The City will make every effort to provide timely approvals in order to accommodate construction schedules. If information is submitted for Step 2 in a timely manner as construction proceeds, then City Engineering review of remaining items may be done within two working days.
3. The "OKAY FOR CONCRETE" and "OKAY FOR PAVEMENT" lines must be signed by the Construction Inspector or the Development Engineer prior to placing concrete or asphalt. No concrete or asphalt shall be placed without these signatures. **IT IS THE DEVELOPER'S RESPONSIBILITY TO OBTAIN THESE SIGNATURES.**



**From:** Rick Dorris  
**To:** Karin Gookin  
**Date:** 2/9/04 9:49AM  
**Subject:** Fwd: Re: Rocky Heights Meeting

Karin,

Briefly looking through my files, it appears I am okay with the drawings. I don't need a couple of book keeping items.

1. I have a copy of the stormwater permit application but not the granted permit. I am sure that you all have this permit by now. Please provide a copy.
2. I don't find a copy of a letter from the building dept. stating they have received the grading and drainage plan and the geotechnical report. Please provide. What most people are doing is simply writing a letter from them to sign. That is fine with me.

Thanks,

Rick Dorris  
Development Engineer  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
voice 970-256-4034  
fax 970-256-4031  
email: rickdo@ci.grandjct.co.us

**CC:** Lisa Cox

**From:** Laura Lamberty  
**To:** Karin Gookin; Rick Dorris  
**Date:** 2/9/04 9:19AM  
**Subject:** Re: Rocky Heights Meeting

Karin,

This is Rick's project, so I am forwarding this request to him.

Laura Lamberty

>>> "Karin Gookin" <karing@developmentconstructionservices.com> 02/09/04 09:01AM >>>

Hi Laura - I realize I am a bit premature in requesting this, but I was wondering if it is possible to tentatively schedule a preconstruction meeting for sometime this Friday afternoon (2/13)? If Airborne delivers today as scheduled, I will have all the necessary paperwork and signatures to bring to the City today (DIA, Disbursement Agreement). I think that is the only thing that is holding up the release of the construction drawings, and the pre-construction meeting (am I correct?) Let me know if you can get something tentatively set, or if there is any additional information you will need from us. Thanks!

Karin Gookin (Jana Gerow)  
Development Construction Services  
242-3674







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City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501  
voice 970-256-4034  
fax 970-256-4031  
email: rickdo@ci.grandjct.co.us

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Karin Gookin (Jana Gerow)  
Development Construction Services  
242-3674

City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> 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: April 16, 2003 To Review Agency: Development Engineer

File No: FP-2003-074 Staff Planner: Lisa G.  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Rocky Heights Estates Subdivision

Location: Off Escondido Circle

Development Review Meeting Date: 5/13/03  
*(To be filled in by City Staff)*

### **COMMENTS** *(For Review Agency Use)*

**Outside Review Agencies:** Please email comments to: [CommDev@ci.grandjct.co.us](mailto: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)*

5/12/03

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

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_ Telephone \_\_\_\_\_



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Development Services Construction  
 Jana Gerace  
 619 Main St #110  
 Grand Junction CO 81501

2. Article Number 7000-1670-0010-0684-8275  
 (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 *Connie J Lynch*  Agent  
 Address

B. Received by (Printed Name)  
*Connie J Lynch*

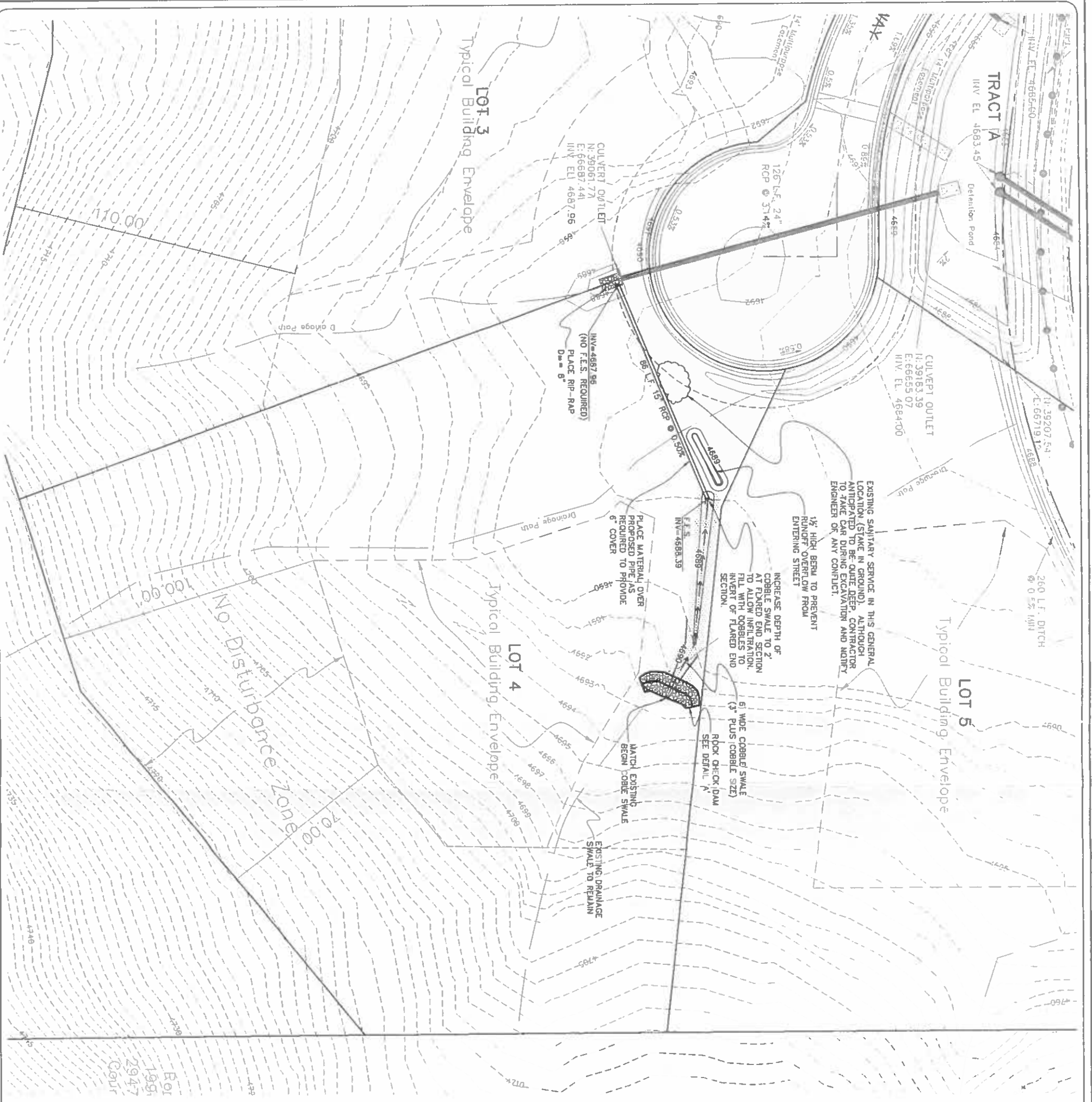
C. Date of Delivery  
*8-26-03*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes



EXISTING SANITARY SERVICE IN THIS GENERAL LOCATION (STAKE IN GROUND). ALTHOUGH ANTICIPATED TO BE QUITE DEEP, CONTRACTOR TO TAKE CARE DURING EXCAVATION AND NOTIFY ENGINEER OF ANY CONFLICT.

1/2" HIGH BERM TO PREVENT RUNOFF OVERTFLOW FROM ENTERING STREET

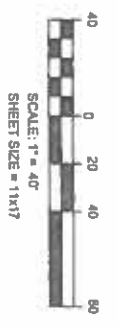
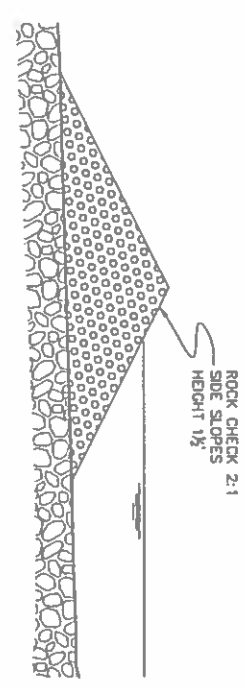
INCREASE DEPTH OF COBBLE SWALE TO 2' AT FLARED END SECTION TO ALLOW INFILTRATION. FILL WITH COBBLES TO INVERT OF FLARED END SECTION.

6" WIDE COBBLE SWALE (3" PLUS COBBLE SIZE) SEE DETAIL 'A'

PLACE MATERIAL OVER PROPOSED PIPE AS REQUIRED TO PROVIDE 6" COVER

EXISTING DRAINAGE SWALE TO REMAIN MATCH EXISTING BEGM COBBLE SWALE

ROCK CHECK DAM A



NOTE: PLAN TO PROVIDE CONTRACTOR WITH GENERAL GUIDELINES FOR CONSTRUCTION. PLAN WILL NOT BE STAKED BUT WILL BE FIELD FIT TO ACHIEVE GOAL OF TRANSPORTING RUN OFF FROM HILL SIDE TO EXISTING CULVERT OUTLET. IF CONTRACTOR HAS IDEAS OF ALTERNATIVE MATERIALS THEY MAY BE USED IF APPROVED BY ENGINEER.

*FP-2003-017*

*Drawings concept of storm water pipe network and Dam A*  
*Rock Dam A*

Boj 1995  
 2947  
 Corl

<p><b>ROCKY HEIGHTS SUBDIVISION</b>                  LOTS 4 AND 5  <b>DRAINAGE IMPROVEMENTS</b></p>	<p><b>DRAINAGE PLAN</b></p>	<p>DATE: #</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> </table>	1	2	3	4	5	6	7	8	<p>REVISION:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>									<p>BY:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>									<p><b>LANDESIGN</b>                  CONSULTING ENGINEERS</p> <p>326 MAIN STREET, SUITE 100                  GRAND JUNCTION, CO 81501                  (970) 245-4099 FAX (970) 245-3078</p>
1	2	3	4	5	6	7	8																						

PROJECT NO: 208027.50	DATE 10/1/08	DRAWN BY: LKB	CHECKED BY: SJM	SHEET OF 1 1
--------------------------	-----------------	------------------	--------------------	-----------------



City of Grand Junction,  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction CO 81501

Telephone: (970) 244-1430  
Fax: (970) 256-4031  
Email: CommDev@ci.grandjct.co.us



# Review Agency Comment Sheet

APR 11/4/03

*(Petitioner: Please fill in blanks in this section only unless otherwise indicated)*

Date: April 16, 2003 To Review Agency: Excel

File No: FD-2003-074 Staff Planner: Lisa G.  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Rocky Heights Estates Subdivision

Location: off Escondido Circle

Development Review Meeting Date: 5/13/03  
*(To be filled in by City Staff)*

## COMMENTS

NO OBJECTIONS.  
REQUEST FINAL PLAT BE E-MAILED TO  
harold.ball@xcelenergy.com

RECEIVED  
JUL 11 2003  
COMMUNITY DEVELOPMENT  
DEPT.

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

*(To be filled in by City Staff)* 5/12/03

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

Harold Ball 7-11-03  
Reviewed By Date

harold.ball@xcelenergy.com 244-2626  
Email Address Telephone



*File*

City Attorney

July 9, 2008

Bank of Colorado  
200 Grand Avenue  
Grand Junction, CO 81501

Re: Cancellation of Letter of Credit Number **#2689002501**  
Developer: Rocky Heights Development, LLC  
Internal Reference: **Rocky Heights Subdivision FP-2003-074**

Dear Sirs:

Enclosed please find the original Letter of Credit Number **#2689002501** for **Rocky Heights Subdivision**. As beneficiary, the City of Grand Junction informs you that the Letter of Credit is being returned to you for cancellation. This letter is being provided at the direction of the Director of Public Works and Planning Department for the City.

If you have any questions, or need additional information, please inform me.

Sincerely,

OFFICE OF THE CITY ATTORNEY

A handwritten signature in cursive script, appearing to read "Shelly", written over a horizontal line.

Shelly S. Dackonish, Senior Staff Attorney

Encl. Letter of Credit Number **#2689002501**

Pc: Lisa Cox, Planning Division Manager  
Rick Dorris, Development Engineer  
✓Peggy Sharpe, Planning  
Rocky Heights Development, LLC, 9336 Lovewell Court, Elk Grove, CA 95758

July 9, 2008

Bank of Colorado  
200 Grand Avenue  
Grand Junction, CO 81501

Re: Cancellation of Disbursement Agreement for:  
**Rocky Heights Subdivision FP-2003-074**


Dear Sirs:

Enclosed is a copy of the Disbursement Agreement (Improvement Guarantee) entered into between the City of Grand Junction ("City"), **Rocky Heights Development, Inc.** ("Developer"), and **Bank of Colorado** for improvements to the development referred to as **Rocky Heights Subdivision** under the City's Planning File **FP-2003-074**. As beneficiary of the security for a Development Improvements Agreement ("DIA"), the City informs you that the terms of the improvements have been completed by the Developer and the improvements have been accepted by the City. The City hereby releases its interest in the disbursement agreement security. This letter is being provided at the direction of the Director of Public Works and Planning.

If you have any questions, please inform me.

Sincerely,

OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Shelly S. Dackonish, Senior Staff Attorney

pc: Rick Dorris, Development Engineer  
Planning File # **FP-2003-074**  
Peggy Sharpe, Planning  
Rocky Heights Development, Inc.  
9336 Lovewell Court  
Elk Grove, CA 95758



# 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 type="checkbox"/> Site Plan Review - Minor | <input type="checkbox"/> Minor Change          |
| <input checked="" 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: \_\_\_\_\_

From: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

To: \_\_\_\_\_

To: \_\_\_\_\_

**Site Location:**

Off Escondido Circle

**Site Tax No.(s):**

2947-262-32-001

**Site Acreage/Square footage:**

15.599 Acres

**Site Zoning:**

PD

**Project Description:**

Residential Subdivision with 5 Lots

Rocky Heights, LLC

Development Construction Services, Inc. Jana B. Gerow

Property Owner Name

Developer Name

Representative Name

222 Easter Hill Drive

619 Main St. Ste 110

619 Main St. Ste

Address

Address

Address

Grand Junction CO 81503

Grand Junction, CO 81501

Grand Junction, CO 81501

City/State/Zip

City/State/Zip

City/State/Zip

Business Phone No.

970-242-3674

970-242-3674

Business Phone No.

Business Phone No.

E-Mail

jana@developmentconstructionservices.com

E-Mail

E-Mail

970-256-9570

970-256-9570

Fax Number

Fax Number

Fax Number

Marilyn Schiveley

Jana B. Gerow

Jana B. Gerow

Contact Person

Contact Person

Contact Person

970-242-3674

970-242-3674

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.

Signature of Person Completing Application

Date

*Marilyn Schiveley*

3-08-03

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

Date

**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.<sup>1</sup> Once the water supplier has signed and given the required information, deliver/mail the completed and fully signed form to the City or County Planning Department.<sup>2</sup>

**SECTION A**

Date: February  
Project Name: Rocky Heights Subdivision  
Project street address: off Escudido Circle  
Assessor's Tax Parcel Number: 2947-262-32-001  
Property Owner name: Rocky Heights LLC  
City's project file #: \_\_\_\_\_  
Name of Water Purveyor: Ute Water

1. If the project includes one or more one or two-family dwelling(s):
  - a. The maximum fire area<sup>1</sup> for each one or two family dwelling will be 4,000 sq. approx. 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: N/A
  - b. List each building that will be provided with an approved fire sprinkler system: N/A
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 Code<sup>3</sup> 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]

<sup>1</sup> 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: 8" looped mains in Desert Hills + Escondido
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: 2800 @ 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: attached  
[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:

Edward Tolan Project Engineer Date 7 Feb 03  
\*\*\*\*\*

Note: Based on the facts and circumstances, the Fire Chief may require the applicant/developer to engage an engineer<sup>4</sup> 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: \_\_\_\_\_

<sup>1</sup> There are three drinking water suppliers: Ute Water, Clifton Water, and City water.

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

<sup>3</sup> International Fire Code, 2000 Edition

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

Pressure Hydrant:

Entered By:

Testing Info	
By:	<input type="text" value="SRD"/>
Date:	<input type="text" value="02/05/2003"/>
Time:	<input type="text" value="3:30 AM"/>

Pressure PSI	
Static:	<input type="text" value="146"/>
Residual:	<input type="text" value="120"/>

NFPA  
**AA**

Comments:

Total GPM:  Predicted Flow @20:  Gals Used:

Flow Hydrant	Pitot	Flow Device	Duration	Comment	GPM
1930	52	A	4	480 ESCONDITO CIR	1216

**CERTIFICATION**

**CDPS GENERAL PERMIT**

**STORMWATER DISCHARGES ASSOCIATED WITH**

**CONSTRUCTION**

---

Construction Activity: The construction activity includes the construction of development improvements including excavation, grading of street, utilities, curb/gutter, and sidewalks.

This permit specifically authorizes: **Development Construction Services, Inc.**

to discharge stormwater from the facility identified as Rocky Heights Subdivision

which is located at: Riggs Way & Escondido Circle  
Grand Junction, Co 81501

latitude 39/04/39, longitude 108/39/00 in Mesa County

to: Power Canal

effective: 10/01/2003

Annual Fee: \$449.00 (**DO NOT PAY NOW.** You will receive a prorated bill.)



CDPS GENERAL PERMIT  
STORMWATER DISCHARGES ASSOCIATED WITH  
CONSTRUCTION ACTIVITY  
AUTHORIZATION TO DISCHARGE UNDER THE  
COLORADO DISCHARGE PERMIT SYSTEM

In compliance with the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.; the "Act"), this permit authorizes the discharge of stormwater associated with construction activities certified under this permit, from those locations specified throughout the State of Colorado to specified waters of the State. Such discharges shall be in accordance with the conditions of this permit.

This permit specifically authorizes the facility listed on page 1 of this permit to discharge stormwater associated with construction activity, as of this date, in accordance with permit requirements and conditions set forth in Parts I and II hereof. All discharges authorized herein shall be consistent with the terms and conditions of this permit.

This permit and the authorization to discharge shall expire at midnight, June 30, 2007.

Issued and Signed this 21st day of May, 2002

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

*Susan Kachtrieb*  
For

J. David Holm, Director  
Water Quality Control Division

DATE SIGNED: MAY 21, 2002

EFFECTIVE DATE OF PERMIT: JULY 1, 2002

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PART I

A. COVERAGE UNDER THIS PERMIT

1. Authority to Discharge

Under this permit, construction activities, including clearing, grading, and excavation, are granted authorization to discharge stormwater associated with construction activities into waters of the state of Colorado.

- a. **Applicable Sections:** This permit is made up of several parts, not all of which apply to all permittees. The permittee will be responsible for determining and then complying with the applicable sections, depending upon whether or not a Qualifying Local Program covers the site. For sites not covered by a Qualifying Local Program, all Parts of the permit except Part I.A.3 apply.

2. Industries Covered Under this Permit

a) **Definitions:**

- 1) **Stormwater:** Stormwater is precipitation-induced surface runoff.
- 2) **Construction activity:** Construction activity includes clearing, grading and excavation activities. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line and grade, hydraulic capacity, or original purpose of the facility.
- 3) **Small construction activity:** Stormwater discharge associated with small construction activity means the discharge of stormwater from construction activities that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale, if the larger common plan will ultimately disturb equal to or greater than one and less than five acres.
- 4) **Qualifying Local Program:** This permit includes conditions that incorporate qualifying local erosion and sediment control program (Qualifying Local Program) requirements by reference. A Qualifying Local Program is a municipal stormwater program for stormwater discharges associated with small construction activity that has been formally approved by the Division.
- 5) **Other Definitions:** Definitions of additional terms can be found in Part I.D. of this permit.

- b) **Types of Activities Covered by this Permit:** This permit may authorize all new and existing discharges of stormwater associated with construction activity. This includes stormwater discharges from areas that are dedicated to producing earthen materials, such as soils, sand and gravel, for use at a single construction site. This permit also includes stormwater discharges from dedicated asphalt batch plants and dedicated concrete batch plants. This permit does not authorize the discharge of mine water or process water from such areas.

3. Permit Coverage Without Application – for small construction activities under a Qualifying Local Program only

If a construction site is within the jurisdiction of a Qualifying Local Program, the operator of the construction activity is authorized to discharge stormwater associated with small construction activity under this general permit without the submittal of an application to the Division.

- a) **Applicable Sections:** For sites covered by a Qualifying Local Program, only Parts 1.A.1, 1.A.2, 1.A.3, I.C.1, I.C.2, I.C.3 and Part II of this permit, with the exception of Parts II.A.1, II.B.3, II.B.8, and II.B10, apply.
- b) **Local Agency Authority:** This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.

A. **COVERAGE UNDER THIS PERMIT (cont.)**

- a) **Request for Additional Information:** The Division shall have up to ten days after receipt of the above information to request additional data and/or deny the authorization for any particular discharge. Upon receipt of additional information, the Division shall have an additional ten days to issue or deny authorization for the particular discharge. (Notification of denial shall be by letter, in cases where coverage under an alternate general permit or an individual permit is required, instead of coverage under this permit.)
- b) **Automatic Coverage:** If the applicant does not receive a request for additional information or a notification of denial from the Division dated within ten days of receipt of the application by the Division, authorization to discharge in accordance with the conditions of this permit shall be deemed granted.
- c) **Individual Permit Required:** If, after evaluation of the application (or additional information, such as the SWMP), it is found that this general permit is not applicable to the operation, then the application will be processed as one for an individual permit. The applicant will be notified of the Division's decision to deny certification under this general permit. For an individual permit, additional information may be requested, and 180 days will be required to process the application and issue the permit.
- d) **Temporary Coverage:** Notwithstanding Parts I.A.5.a-c, above, the Division reserves the right to temporarily cover stormwater discharge from construction activity under general permits, even though individual permit coverage may be more appropriate.

Certification of these activities under a general permit does not in any way infringe on the Division's right to revoke that coverage and issue an individual permit or amend an existing individual permit.

- e) **General vs. Individual Permit Coverage:** Any owner or operator authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual CDPS permit. The owner or operator shall submit an individual application, with reasons supporting the request, to the Division at least 180 days prior to any discharge.
- f) **Local Agency Authority:** This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict, or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.

6. **Inactivation Notice**

When a site has been finally stabilized in accordance with the SWMP, the operator of the facility must submit an **Inactivation Notice** that is signed in accordance with Part I.E.1. of this permit. The Inactivation Notice form is available from the Division and includes:

- a) Permit certification number;
- b) The permittee's name, address, telephone number;
- c) Name, location, and county for the construction site for which the application is being submitted.
- d) Certification that the site has been finally stabilized, and a description of the final stabilization method(s).

An inactivation form may not be required for small construction activities if application was made for coverage with a completion date less than 12 months from the start of construction activity. In such cases, permit certification may be authorized for a predetermined period from 3 to 12 months. The permit certification will include the automatic expiration date for permit coverage. If permit coverage beyond that date is needed (i.e., the site has not been finally stabilized), the permittee must submit an extension request form to the Division at least 10 days prior to the expiration date.

7. **Transfer of Permit**

When responsibility for stormwater discharges at a construction site changes from one individual to another, the permittee shall submit a completed Notice of Transfer and Acceptance of Terms of a Construction General Stormwater Discharge Permit Certification that is signed in accordance with Part I.E.1. of this permit. The Notice of Transfer form is available from the Division and includes:

B. CONTENTS OF THE STORMWATER MANAGEMENT PLAN (cont.)

- c) Estimates of the total area of the site, and the area of the site that is expected to undergo clearing, excavation or grading.
- d) An estimate of the runoff coefficient of the site before and after construction activities are completed and any existing data describing the soil, soil erosion potential or the quality of any discharge from the site.
- e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.
- f) The location and description of any other potential pollution sources, such as vehicle fueling, storage of fertilizers or chemicals, etc.
- g) The location and description of any anticipated non-stormwater components of the discharge, such as springs and landscape irrigation return flow.
- h) The name of the receiving water(s) and the size, type and location of any outfall or, if the discharge is to a municipal separate storm sewer, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).

2. Site Map

Each plan shall provide a generalized site map or maps which indicate:

- construction site boundaries
- all areas of soil disturbance
- areas of cut and fill
- areas used for storage of building materials, soils or wastes
- location of any dedicated asphalt or concrete batch plants
- location of major erosion control facilities or structures
- springs, streams, wetlands and other surface waters
- boundaries of 100-year flood plains, if determined.

3. BMPs for Stormwater Pollution Prevention

The plan shall include a narrative description of appropriate controls and measures that will be implemented before and during construction activities at the facility.

The plan shall clearly describe the relationship between the phases of construction and the implementation and maintenance of controls and measures. For example, which controls will be implemented during each of the following stages of construction: clearing and grubbing necessary for perimeter controls, initiation of perimeter controls, remaining clearing and grubbing, road grading, storm drain installation, final grading, stabilization, and removal of control measures.

The description of controls shall address the following minimum components:

a) Erosion and Sediment Controls.

1) **Structural Practices.** A description of structural site management practices which will minimize erosion and sediment transport. Practices may include, but are not limited to: straw bales, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.

2) **Non-Structural Practices.** A description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where possible and that disturbed areas are stabilized. Non-structural practices may include, but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

C. TERMS AND CONDITIONS (cont.)

- f) All wastes composed of building materials must be removed from the site for disposal in licensed disposal facilities. No building material wastes or unused building materials shall be buried, dumped, or discharged at the site.
- g) Off-site vehicle tracking of sediments shall be minimized.
- h) All dischargers must comply with the lawful requirements of municipalities, counties, drainage districts and other local agencies regarding any discharges of stormwater to storm drain systems or other water courses under their jurisdiction, including applicable requirements in municipal stormwater management programs developed to comply with CDPS permits. Dischargers must comply with local stormwater management requirements, policies or guidelines including erosion and sediment control.

2. Prohibition of Non-Stormwater Discharges

- a) Except as provided in paragraph b, below, all discharges covered by this permit shall be composed entirely of stormwater. Discharges of material other than stormwater must be addressed in a separate CDPS permit issued for that discharge.
- b) Discharges from the following sources that are combined with stormwater discharges associated with construction activity may be authorized by this permit, provided that the non-stormwater component of the discharge is identified in the SWMP (see Part I.B.1.g of this permit):
  - fire fighting activities
  - landscape irrigation return flow
  - springs

3. Releases in Excess of Reportable Quantities

This permit does not relieve the permittee of the reporting requirements of 40 CFR 110, 40 CFR 117 or 40 CFR 302. Any discharge of hazardous material must be handled in accordance with the Division's Notification Requirements (see Part II.A.3 of the permit).

4. Stormwater Management Plans

Prior to commencement of construction, the stormwater management plan (SWMP) shall be implemented for the construction site covered by this permit.

- a) **Signatory Requirements:** The plan shall be signed in accordance with Part I.E.1., with one retained on site.
- b) **SWMP Review/Changes:** The permittee shall amend the plan whenever there is a significant change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the State, or if the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.

5. Inspections

- a) **Active Sites -** For sites where construction has not been completed, the permittee shall make a thorough inspection of their stormwater management system at least every 14 days and after any precipitation or snowmelt event that causes surface erosion.
  - 1) The construction site perimeter, disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWMP shall be observed to ensure that they are operating correctly.

C. TERMS AND CONDITIONS (cont.)

- 2) Based on the results of the inspection, the description of potential pollutant sources, and the pollution prevention and control measures that are identified in the SWMP shall be revised and modified as appropriate as soon as practicable after such inspection. Modifications to control measures shall be implemented in a timely manner, but in no case more than 7 calendar days after the inspection.
  - 3) The operator shall keep a record of inspections. Uncontrolled releases of mud or muddy water or measurable quantities of sediment found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measure taken to clean up the sediment that has left the site. This record shall be made available to the Division upon request.
- b) **Completed Sites** - For sites where all construction activities are completed but final stabilization has not been achieved due to a vegetative cover that has been planted but has not become established, the permittee shall make a thorough inspection of their stormwater management system at least once every month. When site conditions make this schedule impractical, permittees may petition the Division to grant an alternate inspection schedule. These inspections must be conducted in accordance with paragraphs 1), 2), and 3) of Part I.C.5.a. above.
- c) **Winter Conditions** - Inspections, as described above in a) and b), will not be required at sites where snow cover exists over the entire site for an extended period, and melting conditions do not exist. This exemption is applicable *only* during the period where melting conditions do not exist. Regular inspections, as described above, are required at all other times.

6. **Reporting**

No regular reporting requirements are included in this permit; however, the Division reserves the right to request that a copy of the inspection reports be submitted.

7. **SWMP Submittal Upon Request**

Upon request, the permittee shall submit a copy of the SWMP to the Division, EPA or any local agency in charge of approving sediment and erosion plans, grading plans or stormwater management plans.

All SWMPs required under this permit are considered reports that shall be available to the public under Section 308(b) of the CWA. The owner or operator of a facility with stormwater discharges covered by this permit shall make plans available to members of the public upon request, unless the SWMP has been submitted to the Division. However, the permittee may claim any portion of a SWMP as confidential in accordance with 40 CFR Part 2.

D. ADDITIONAL DEFINITIONS

For the purposes of this permit:

1. **BAT and BCT:** (Best Available Technology and Best Conventional Technology) Technology based federal water quality requirements covered under 40 CFR subchapter N.
2. **Best management practices (BMPs):** schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, waste disposal, or drainage from material storage.
3. **Dedicated asphalt plants and concrete plants:** portable asphalt plants and concrete plants that are located on or adjacent to a construction site and that provide materials only to that specific construction site.

D. ADDITIONAL DEFINITIONS (cont.)

4. **Final stabilization:** when all soil disturbing activities at the site have been completed, and uniform vegetative cover has been established with a density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed. For purposes of this permit, establishment of a vegetative cover capable of providing erosion control equivalent to pre-existing conditions at the site will be considered final stabilization.
5. **Municipal storm sewer system:** a conveyance or system of conveyances (including: roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), owned or operated by a State, city, town, county, district, or other public body (created by state law), having jurisdiction over disposal of sewage, industrial waste, stormwater, or other wastes; designed or used for collecting or conveying stormwater.
6. **Operator:** the individual who has day-to-day supervision and control of activities occurring at the construction site. This can be the owner, the developer, the general contractor or the agent of one of these parties, in some circumstances. It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of 'operator' and that the permit may be transferred as the roles change.
7. **Outfall:** a point source at the point where stormwater leaves the construction site and discharges to a receiving water or a stormwater collection system.
8. **Part of a larger common plan of development or sale:** a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.
9. **Point source:** any discernible, confined and discrete conveyance from which pollutants are or may be discharged. Point source discharges of stormwater result from structures which increase the imperviousness of the ground which acts to collect runoff, with runoff being conveyed along the resulting drainage or grading pattern.
10. **Process water:** any water which during manufacturing or processing, comes into contact with or results from the production of any raw material, intermediate product, finished product, by product or waste product. This definition includes mine drainage.
11. **Runoff coefficient:** the fraction of total rainfall that will appear as runoff.
12. **Significant Materials** include but are not limited to: raw materials; fuels; materials such as metallic products; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with stormwater discharge.
13. **Stormwater:** precipitation-induced surface runoff.
14. **Waters of the state of Colorado:** any and all surface waters that are contained in or flow in or through the state of Colorado. This definition includes all water courses, even if they are usually dry.

E. GENERAL REQUIREMENTS

1. Signatory Requirements

- a) All reports required for submittal shall be signed and certified for accuracy by the permittee in accordance with the following criteria:
  - 1) In the case of corporations, by a principal executive officer of at least the level of vice-president or his or her duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge described in the form originates;
  - 2) In the case of a partnership, by a general partner;
  - 3) In the case of a sole proprietorship, by the proprietor;



E. GENERAL REQUIREMENTS (cont.)

- 4) In the case of a municipal, state, or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
- b) **Changes to authorization.** If an authorization under paragraph a) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph a) of this section must be submitted to the Division, prior to or together with any reports, information, or applications to be signed by an authorized representative.
- c) **Certification.** Any person signing a document under paragraph a) of this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

2. Retention of Records

- a) The permittee shall retain copies of the SWMP and all reports required by this permit and records of all data used to complete the application to be covered by this permit, for a period of at least three years from the date that the site is finally stabilized.
- b) The permittee shall retain a copy of the SWMP required by this permit at the construction site from the date of project initiation to the date of final stabilization, unless another location, specified by the permittee, is approved by the Division.

PART II

A. MANAGEMENT REQUIREMENTS

1. Change in Discharge

The permittee shall inform the Division (Permits Unit) in writing of any intent to significantly change activities from those indicated in the permit application (this does not include changes to the SWMP). Upon request, the permittee shall furnish the Division with such plans and specifications which the Division deems reasonably necessary to evaluate the effect on the discharge and receiving stream. The SWMP shall be updated within 30 days of the changes.

The permittee shall submit this notice to the Division within two weeks after making a determination to perform the type of activity referred to in the preceding paragraph.

Any discharge to the waters of the State from a point source other than specifically authorized by this permit is prohibited.

2. Special Notifications - Definitions

- a) **Spill:** An unintentional release of solid or liquid material which may cause pollution of state waters.
- b) **Upset:** An exceptional incident in which there is unintentional and temporary noncompliance with permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

A. MANAGEMENT REQUIREMENTS (cont.)

3. Noncompliance Notification

- a) If, for any reason, the permittee does not comply with or will be unable to comply with any permit limitations, standards or permit requirements specified in this permit, the permittee shall, at a minimum, provide the Water Quality Control Division and EPA with the following information:
- 1) A description of the discharge and cause of noncompliance;
  - 2) The period of noncompliance, including exact dates and times and/or the anticipated time when the discharge will return to compliance; and
  - 3) Steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.
- b) The permittee shall report the following instances of noncompliance orally within twenty-four (24) hours from the time the permittee becomes aware of the noncompliance, and shall mail to the Division a written report within five (5) days after becoming aware of the noncompliance (unless otherwise specified by the Division):
- 1) Any instance of noncompliance which may endanger health or the environment;
  - 2) Any spill or discharge of oil or other substance which may cause pollution of the waters of the state.
- c) The permittee shall report all other instances of non-compliance to the Division within 30 days. The reports shall contain the information listed in sub-paragraph (a) of this section.

4. Submission of Incorrect or Incomplete Information

Where the permittee failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or report to the Division, the permittee shall promptly submit the relevant application information which was not submitted or any additional information needed to correct any erroneous information previously submitted.

5. Bypass

The bypass of treatment facilities is generally prohibited.

6. Upsets

a) Effect of an Upset

An upset constitutes an affirmative defense to an action brought for noncompliance with permit limitations and requirements if the requirements of paragraph b of this section are met. (No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.)

b) Conditions Necessary for a Demonstration of Upset

A permittee who wishes to establish the affirmative defense of upset shall demonstrate through properly signed contemporaneous operating logs, or other relevant evidence that:

- 1) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
- 2) The permitted facility was at the time being properly operated;
- 3) The permittee submitted notice of the upset as required in Part II.A.3. of this permit (24-hour notice); and

A. MANAGEMENT REQUIREMENTS (cont.)

- 4) The permittee complied with any remedial measures required under Section 122.7(d) of the federal regulations.

c) Burden of Proof

In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

7. Removed Substances

Solids, sludges, or other pollutants removed in the course of treatment or control of wastewaters shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the State.

8. Minimization of Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to waters of the State resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

9. Reduction, Loss, or Failure of Treatment Facility

The permittee has the duty to halt or reduce any activity if necessary to maintain compliance with the permit requirements. Upon reduction, loss, or failure of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control production, or all discharges, or both until the facility is restored or an alternative method of treatment is provided.

It shall not be a defense for a permittee in an enforcement action that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

10. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

B. RESPONSIBILITIES

1. Inspections and Right to Entry

The permittee shall allow the Director of the State Water Quality Control Division, the EPA Regional Administrator, and/or their authorized representative, upon the presentation of credentials:

- a) To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit;
- b) At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit and to inspect any monitoring equipment or monitoring method required in the permit; and
- c) To enter upon the permittee's premises to investigate, within reason, any actual, suspected, or potential source of water pollution, or any violation of the Colorado Water Quality Control Act. The investigation may include, but is not limited to, the following: sampling of any discharge and/or process waters, the taking of photographs, interviewing permittee staff on alleged violations, and access to any and all facilities or areas within the permittee's premises that may have any effect on the discharge, permit, or alleged violation.

B. RESPONSIBILITIES (cont.)

2. Duty to Provide Information

The permittee shall furnish to the Division, within a reasonable time, any information which the Division may request to determine whether cause exists for modifying, revoking and reissuing, or inactivating coverage under this permit, or to determine compliance with this permit. The permittee shall also furnish to the Division, upon request, copies of records required to be kept by this permit.

3. Transfer of Ownership or Control

Certification under this permit may be transferred to a new permittee if:

- a) The current permittee notifies the Division in writing when the transfer is desired; and
- b) The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and
- c) The current permittee has met all fee requirements of the State Discharge Permit System Regulations, Section 61.15.

4. Modification, Suspension, or Revocation of Permit By Division

All permit modification, inactivation or revocation and reissuance actions shall be subject to the requirements of the State Discharge Permit System Regulations, Sections 61.5(2), 61.5(3), 61.7 and 61.15, 5 C.C.R. 1002-61, except for minor modifications.

- a) This permit, and certification under this permit, may be modified, suspended, or revoked in whole or in part during its term for reasons determined by the Division including, but not limited to, the following:
  - 1) Violation of any terms or conditions of the permit;
  - 2) Obtaining a permit by misrepresentation or failing to disclose any fact which is material to the granting or denial of a permit or to the establishment of terms or conditions of the permit;
  - 3) Materially false or inaccurate statements or information in the application for the permit;
  - 4) Promulgation of toxic effluent standards or prohibitions (including any schedule of compliance specified in such effluent standard or prohibition) which are established under Section 307 of the Clean Water Act, where such a toxic pollutant is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit.
- b) This permit, or certification under this permit, may be modified in whole or in part due to a change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge, such as:
  - 1) Promulgation of Water Quality Standards applicable to waters affected by the permitted discharge; or
  - 2) Effluent limitations or other requirements applicable pursuant to the State Act or federal requirements; or
  - 3) Control regulations promulgated; or
  - 4) Data submitted pursuant to Part I.B or Part I.C.1 indicates a potential for violation of adopted Water Quality Standards or stream classifications.

B. RESPONSIBILITIES (cont.)

- c) This permit, or certification under this permit, may be modified in whole or in part to include new effluent limitations and other appropriate conditions where data submitted pursuant to Part I indicates that such effluent limitations and conditions are necessary to ensure compliance with applicable water quality standards and protection of classified uses.
- d) At the request of the permittee, the Division may modify or inactivate certification under this permit if the following conditions are met:
  - 1) In the case of inactivation, the permittee notifies the Division of its intent to inactivate the certification, and certifies that the site has been finally stabilized;
  - 2) In the case of inactivation, the permittee has ceased any and all discharges to state waters and demonstrates to the Division there is no probability of further uncontrolled discharge(s) which may affect waters of the State.
  - 3) The Division finds that the permittee has shown reasonable grounds consistent with the Federal and State statutes and regulations for such modification, amendment or inactivation;
  - 4) Fee requirements of Section 61.15 of State Discharge Permit System Regulations have been met; and
  - 5) Requirements of public notice have been met.

For small construction sites covered by a Qualifying Local Program, coverage under this permit is automatically terminated when a site has been finally stabilized.

5. Permit Violations

Failure to comply with any terms and/or conditions of this permit shall be a violation of this permit.

Dischargers of stormwater associated with industrial activity, as defined in the EPA Stormwater Regulation (40 CFR 122.26(b)(14)), which do not obtain coverage under this or other Colorado general permits, or under an individual CDPS permit regulating industrial stormwater, will be in violation of the federal Clean Water Act and the Colorado Water Quality Control Act, 25-8-101. Failure to comply with CDPS permit requirements will also constitute a violation. Civil penalties for such violations may be up to \$10,000 per day, and criminal pollution of state waters is punishable by fines of up to \$25,000 per day.

6. Legal Responsibilities

The issuance of this permit does not convey any property or water rights in either real or personal property, or stream flows, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under Section 311 (Oil and Hazardous Substance Liability) of the Clean Water Act.

7. Severability

The provisions of this permit are severable. If any provisions of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

B. RESPONSIBILITIES (cont.)

8. Renewal Application

If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least ninety (90) days before this permit expires. If the permittee anticipates that there will be no discharge after the expiration date of this permit, the Division should be promptly notified so that it can inactivate the certification in accordance with Part II.B.4.d.

9. Confidentiality

Except for data determined to be confidential under Section 308 of the Federal Clean Water Act and Regulations for the State Discharge Permit System 61.5(4), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division. The permittee must state what is confidential at the time of submittal.

Any information relating to any secret process, method of manufacture or production, or sales or marketing data which has been declared confidential by the permittee, and which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the Commission or the Division, but shall be kept confidential. Any person seeking to invoke the protection of this section shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

10. Fees

The permittee is required to submit payment of an annual fee as set forth in the Water Quality Control Act. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-601 et. seq., C.R.S. 1973 as amended.

11. Requiring an Individual CDPS Permit

The Director may require any owner or operator covered under this permit to apply for and obtain an individual CDPS permit if:

- a) The discharger is not in compliance with the conditions of this general permit;
- b) Conditions or standards have changed so that the discharge no longer qualifies for a general permit; or
- c) Data become available which indicate water quality standards may be violated.

The owner or operator must be notified in writing that an application for an individual CDPS permit is required. When an individual CDPS permit is issued to an owner or operator otherwise covered under this General Permit, the applicability of the general permit to that owner or operator is automatically inactivated upon the effective date of the individual CDPS permit.



**RATIONALE**

**STORMWATER DISCHARGES ASSOCIATED WITH  
CONSTRUCTION ACTIVITY**

**GENERAL PERMIT IN COLORADO  
SECOND RENEWAL  
COLORADO DISCHARGE PERMIT NUMBER COR-030000**

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**I. INTRODUCTION**

*This permit is for the regulation of stormwater runoff from construction activities. The term "construction activity" includes clearing, grading and excavation operations. "Stormwater" is precipitation-induced surface runoff. This Rationale will explain the background of the Stormwater program, activities which are covered under this permit, how to apply for coverage under this permit, and the requirements of this permit.*

*The forms discussed in the Rationale and Permit are available on the Division's website at:  
<http://www.cdphe.state.co.us/wq/permitsunit/wqcdpmt.html>*

**A. Changes in this General Permit**

*Several notable changes from the previous General Permit for Construction Activities have been incorporated into this permit. Most of the changes are related to the Phase II revision to the stormwater regulation in the Colorado Discharge Permit System Regulations (5CCR 1002-61), effective March 2, 2001. Significant changes are listed below:*

- 1. Permit coverage is now required for construction sites that disturb 1 to 5 acres (i.e., small construction activities). Allowances have been made for small construction activities to comply with the requirements of a Division-approved Qualifying Local Program (refer to section VI below for a discussion of Qualifying Local Programs) in place of many specific requirements in the Permit, including requirements to submit an application, inactivation notice, and fees to the Division. Refer to Part I.A.3 of the Permit and section VII.A of the Rationale for more details.*
- 2. The requirements to submit the Township, Range, section and quarter section of a site and a list of any other environmental permits for the site with the application have been removed.*
- 3. Inactivation requirements have been changed to allow small construction activities that submit applications indicating a completion date 12 months or less from the start of construction activity to be authorized for a predetermined period from 3 to 12 months. The permit certification will include the automatic expiration date for permit coverage. This expiration date will be in place of the requirement to submit an Inactivation Notice. If permit coverage beyond the expiration date is needed (i.e., the site has not been finally stabilized), the permittee must submit an extension request form to the Division at least 10 days prior to the expiration*



I. INTRODUCTION (cont.)

4. *The Rationale discussion on the Exemptions for Small Municipalities (Section III.B) has been changed to include the March 10, 2003 deadline for permit coverage for municipally-owned industries. This did not involve any changes to the permit.*

II. BACKGROUND

*As required under the Clean Water Act amendments of 1987, the Environmental Protection Agency (EPA) has established a framework for regulating municipal and industrial stormwater discharges. This framework is under the National Pollutant Discharge Elimination System (NPDES) program (Note: The Colorado program is referred to as the Colorado Discharge Permit System, or CDPS, instead of NPDES). The Water Quality Control Division ("the Division") has stormwater regulations (5CCR 1002-61) in place. These regulations require specific types of industrial facilities that discharge stormwater associated with industrial activity (industrial stormwater), to obtain a CDPS permit for such discharge. The regulations specifically include construction activities that disturb one acre of land or more as industrial facilities. Construction activities that are part of a larger common plan of development which disturb one acre or more over a period of time are also included.*

A. General Permits

*The Water Quality Control Division ("the Division") has determined that the use of general permits is the appropriate procedure for handling the thousands of industrial stormwater applications within the State.*

B. Permit Requirements

*This permit does not require submission of effluent monitoring data in the permit application or in the permit itself. It is believed that a fully implemented Stormwater Management Plan (SWMP) should be sufficient to control water quality impacts.*

*The permit requires dischargers to control and eliminate the sources of pollutants in stormwater through the development and implementation of a SWMP. The plan must include Best Management Practices (BMPs), which will include pollution prevention and source reduction measures. This will constitute BAT and BCT and should achieve compliance with water quality standards. The narrative permit requirements include prohibitions against discharges of non-stormwater (e.g., process water). Refer to Part I.C.2 of the permit.*

*In addition, as a condition of this permit, the permittee is required to pay the annual fee as described in the Water Quality Control Act. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action as discussed below. Permittees will be billed for the initial permit fee within a few weeks of permit issuance.*

*Some construction activities may be required to comply with a Qualifying Local Program in place of meeting several of the specific requirements in this permit. Sites covered by a Qualifying Local Program may not be required to submit an application for coverage or a notice of inactivation and may not be required to pay the annual fee. Refer to Section VII.A of the Rationale for further information.*

C. Violations/Penalties

*Dischargers of stormwater associated with industrial activity, as defined in the Regulations for the State Discharge Permit System (5CCR 1002-61), which do not obtain coverage under this or other Colorado general permits, or under an individual CDPS permit regulating industrial stormwater, will be in violation of the Federal Clean Water Act and the Colorado Water Quality Control Act, 25-8-101. For facilities covered under a CDPS permit, failure to comply with any CDPS permit requirement constitutes a violation. Civil penalties for violations of the Act or CDPS permit requirements may be up to \$10,000 per day. Criminal pollution of state waters is punishable by fines of up to \$25,000 per day.*

### III. STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

The Stormwater regulations require that stormwater discharges associated with certain industrial activities be covered under the permit program. Construction activity that disturbs one acre or more is specifically included in the listed industrial activities.

#### A. Construction Activity

Construction activity includes clearing, grading and excavation activities. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

Definitions of additional terms can be found in Part I.D of the Permit.

Stormwater discharges from construction activity require permit coverage, except for operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale. A larger common plan of development or sale is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

#### B. Types of Activities Covered

This permit is intended to cover most new or existing discharges composed entirely of stormwater from construction activities that are required by State regulation to obtain a permit. This includes stormwater discharges associated with areas that are dedicated to producing earthen materials, such as soils, sand, and gravel, for use at a single construction site. These areas may be located at the construction site or at some other location. This permit does not authorize the discharge of mine water or process water from such areas.

This permit also includes stormwater discharges associated with dedicated asphalt plants and concrete plants located at the construction sites.

#### C. Types of Activities NOT Covered

This permit does not cover stormwater discharged from construction sites that is mixed with stormwater from other types of industrial activities, or process water of any kind. Other types of industrial activities that require stormwater discharge permits pursuant to different sections of the regulations (Regulation 5 CCR 1002-61, Section 61.2(e)(iii)(A-I, K)), are not covered by this permit.

This permit also does not cover the discharge of process water. If the construction activity encounters groundwater, a Construction Dewatering Discharge Permit (Permit Number COG-070000) must also be obtained in order to discharge this groundwater from the excavation site. An application for this permit can be obtained from the Division at the address listed in Part I.A.4.a of the Permit.

#### D. Exemptions for Small Municipalities

The Intermodal Surface Transportation Efficiency Act of 1991 (Section 1068(c)) added an exemption to the stormwater regulations for municipalities with less than 100,000 population. The term "municipality" includes cities, towns, counties, special districts or any entity created by or pursuant to State law.

Stormwater discharges associated with construction activity for facilities or sites that are owned or operated by a small municipality are not required to apply for or obtain a stormwater permit until March 10, 2003. (Note: This exemption does not apply to other, privately owned construction sites within the same small municipality.)

#### IV. COVERAGE UNDER THIS GENERAL PERMIT

*Under this general permit, operators of stormwater discharges associated with construction activity may be granted authorization to discharge stormwater into waters of the State of Colorado. This includes stormwater discharges associated with industrial activity from areas that are dedicated to producing earthen materials, such as soils, sand and gravel, for use at a single construction site, and dedicated asphalt plants and dedicated concrete plants.*

*This permit does not pre-empt or supersede the authority of local agencies to prohibit, restrict or control discharges of stormwater to storm drain systems or other water courses within their jurisdiction.*

*Authorization to discharge under the permit requires submittal of a completed application form and a certification that the SWMP is complete, unless the site is covered by a Qualifying Local Program. Upon receipt of all required information, the Division may allow or disallow coverage under the general permit.*

#### V. APPLICATION AND CERTIFICATION

*At least ten days prior to the anticipated date of discharge, the operator of the construction site shall submit an original completed application which includes the signed certification that the SWMP is complete. In order to avoid confusion during processing, original signatures are required for the application to be considered complete. For small construction sites, if the site is covered by a Qualifying Local Program, submittal of an application is not required.*

*For the purpose of this permit, the "operator" is the person who has day-to-day control over the project. This can be the owner, the developer, the general contractor or the agent of one of these parties, in some circumstances. At different times of a construction project, different types of parties may satisfy the definition of 'operator' and the certification may be transferred as roles change.*

*(Note - Under the Federal regulations, this application process is referred to as a Notice of Intent, or NOI. For internal consistency with its current program, the Division will continue to use the term "application.") An outline of the permit application requirements is found in the permit at Part I.A.4.b.*

*If this general permit is applicable, then a certification will be developed and the applicant will be certified under this general permit.*

#### VI. QUALIFYING LOCAL PROGRAMS

*For stormwater discharges associated with small construction activity (i.e., one to five acre sites), the permit includes conditions that incorporate approved qualifying local erosion and sediment control program (Qualifying Local Program) requirements by reference. A Qualifying Local Program is a municipal stormwater program for stormwater discharges associated with small construction activity that has been formally approved by the Division. The requirements for Qualifying Local Programs are outlined in Part 61.8(12) of the Colorado Discharger Permit System Regulations. Such programs must impose requirements to protect water quality that are at least as strict as those required in this permit.*

- A. Approval Termination: A Qualifying Local Program may be terminated by either the Division or the municipality. Upon termination of Division approval of a Qualifying Local Program, any small construction activity required to obtain permit coverage under Section 61.3(2)(h) of the State Discharge Permit System Regulations shall submit an application form as provided by the Division, with a certification that the Stormwater Management Plan (SWMP) is complete as required by Part I.A.4 of the Permit, within 30 days.*
- B. Approval Expiration: Division approval as a Qualifying Local Program will expire with this general permit on June 30, 2007. Any municipality desiring to continue Division approval of their program must reapply by March 31, 2007. The Division will determine if the program may continue as an approved Qualifying Local Program.*

## VII. TERMS AND CONDITIONS OF PERMIT

### A. Coverage under a Qualifying Local Program – For Small Construction Sites Only

For small construction sites (disturbing less than 5 acres) covered under a Qualifying Local Program (see Section VI above), only certain permit requirements apply, as outlined below. The local program must have been formally designated by the Division to qualify. Most municipalities have some type of local program and may require permits and fees. However, simply having a program in place does not necessarily mean that it is a qualifying program and that a State permit is not required. The local municipality will be responsible for notifying operators and/or owners that they are covered by a Qualifying Local Program. A list of municipalities with Qualifying Local Programs is also available at <http://www.cdph.state.co.us/wq/PermitsUnit/wqcdpmt.html>.

The Division reserves the right to require any owner or operator within the jurisdiction of a Qualifying Local Program covered under this permit to apply for and obtain coverage under the full requirements of this permit.

1. **Permit Coverage:** If a construction site is within the jurisdiction of a Qualifying Local Program, the operator of the construction activity is authorized to discharge stormwater associated with small construction activity under this general permit without the submittal of an application to the Division. The permittee also is not required to submit an inactivation notice or payment of an annual fee.
2. **Permit Terms and Conditions:** The permittee covered by a Qualifying Local Program must comply with the requirements of the Qualifying Local Program which has jurisdiction over the site. In addition, the following permit sections are applicable:
  - i. **I.A.1, I.A.2, and I.A.3:** Authorization to discharge and discussion of coverage under the permit.
  - ii. **I.C.1:** General limitations that must be met in addition to local requirements.
  - iii. **I.C.2, I.C.3:** Prohibition of non-stormwater discharges unless addressed in a separate CDPS permit and requirements related to releases of reportable quantities.
  - iv. **Part II (except for Parts II.A.1, II.B.3, II.B.8, and II.B10):** Specifically includes, but is not limited to, provisions applicable in the case of noncompliance with permit requirement, and requirements to provide information and access.

### B. Stormwater Management Plans (SWMPs)

Prior to commencement of construction, a stormwater management plan (SWMP) shall be developed and implemented for each facility covered by this permit. A certification that the SWMP is complete must be submitted with the permit application. The SWMP shall identify potential sources of pollution (including sediment) which may reasonably be expected to affect the quality of stormwater discharges associated with construction activity from the facility. In addition, the plan shall describe the best management practice (BMPs) which will be used to reduce the pollutants in stormwater discharges from the construction site. Facilities must implement the provisions of their SWMP as a condition of this permit. The SWMP shall include the following items:

1. Site Description
2. Site Map
3. BMPs for Stormwater Pollution Prevention
4. Longterm Stormwater Management
5. Other Controls
6. Inspection and Maintenance
7. Signatory Requirements and Availability
8. SWMP Review/Changes

(See Part I.B. of the permit for a more detailed description of SWMP requirements.)

VII. TERMS AND CONDITIONS OF PERMIT (cont.)

C. Monitoring

*Sampling and testing of stormwater for specific parameters is not required on a routine basis under this permit. However, the Division reserves the right to require sampling and testing on a case-by-case basis, in the event that there is reason to suspect that compliance with the SWMP is a problem, or to measure the effectiveness of the BMPs in removing pollutants in the effluent.*

D. Facility Inspections

*Active construction sites must inspect their stormwater management controls at least every 14 days and after any precipitation or snowmelt event that causes surface erosion. At sites where construction has been completed but a vegetative cover has not been established, these inspections must occur at least once per month. At sites where winter conditions exist, inspections are not required during the period that the winter conditions exist. For all of these inspections, records must be kept on file. Refer to the permit at Part I.C.5 for detailed requirements of these inspections.*

E. Revision of SWMP

*Based on the results of the inspections (see D. above), the description of potential pollutant sources and the pollution prevention and control measures, identified in the SWMP, and the control measures themselves, shall be revised and modified as appropriate as soon as practicable after such inspection. Modification of control measures shall be implemented in a timely manner, but in no case more than 7 calendar days after the inspection.*

F. Reporting

*The inspection record shall be made available to the Division upon request. Regular submittal of an annual report is not required in this permit.*

G. Annual Fee

*The permittee is required to submit payment of an annual fee as set forth in the Water Quality Control Act. Permittees will be billed for the initial permit fee within a few weeks of permit issuance and then annually, based on a July 1 through June 30 billing cycle.*

*For small construction activities, if application was made for coverage with a completion date 12 months or less from the start of construction activity, a fee will be assessed based on the estimated number of calendar quarters the site is active. Projects going beyond that time will be billed the standard annual fee.*

H. Inactivation Notice

*When a site has been finally stabilized in accordance with the SWMP, the operator of the facility shall submit an Inactivation Notice that is signed in accordance with Part I.E.1 of the permit. The content of the Inactivation Notice is described in Part I.A.6 of the permit. A copy of the Inactivation Notice form will be mailed to the permittee along with the permit certification. Additional copies are available from the Division.*

*An exception to the requirement to submit an inactivation has been included in the renewed permit for Small Construction Sites that will be finally stabilized within 12 months of the beginning of construction activities. In such cases, the permit certification will indicate the automatic expiration date. If permit coverage is needed beyond that date, an extension request form must be submitted to the Division at least 10 days prior to the expiration date.*

VII. TERMS AND CONDITIONS OF PERMIT (cont.)

I. Transfer of Permit

*When responsibility for stormwater discharges at a construction site changes from one individual to another, the permit shall be transferred in accordance with Part I.A.7 of the permit. The Notice of Transfer form will be mailed to the permittee along with the permit certification. Additional copies are available from the Division.*

J. Duration of Permit

*The general permit will expire on June 30, 2007. The permittee's authority to discharge under this permit is approved until the expiration date of the general permit. Any permittee desiring continued coverage under the general permit must apply for recertification under the general permit at least 90 days prior to its expiration date.*

*Nathan Moore  
March 11, 2002*



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## Entity Detail



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**Name:** **ROCKY HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

**Entity ID:** **20021123484**

**Entity Type:** **NONPROFIT CORPORATION**

**Filing Date:** **05/08/2002**

**Status:** **GOOD**

**State of Incorporation:** **CO**

**Term:** **PERPETUAL**

**Inactive Date:** **N/A**

**Last Report:** **07/30/2003**

**Last Report Filing ID:** **20031244964**

**Name Reservation Expires:** **N/A**

### Registered Agent

**Name:**  
**RUMP MARJORIE**

**Physical Address:**  
**222 EASTER HILL DR**  
**GRAND JUNCTION Colorado 81503**

**PO Box:**

**None**



Principal Address:

**SAME AS REGISTERED AGENT**

**United States**

Secondary Address:



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# DCS

Development Construction Services, Inc.

(970) 242-3674 • Fax: (970) 256-9570 • email: [dc sine@gj.net](mailto:dc sine@gj.net) • [www.developmentconstructionservices.com](http://www.developmentconstructionservices.com)

*The Starting Place*

619 Main Street, Ste. 110  
Grand Junction, CO 81501

**General Project Report**  
**Rocky Heights Subdivision**  
**April 17, 2003**

**A. Project Description:**

This project is located on the Redlands, on the north side of South Broadway. One would access the site from Escondido Street, which is approximately  $\frac{3}{4}$  mile west of the intersection of South Broadway and South Camp. Turning south on Escondido Circle, and passing into Desert Hills Subdivision, you take the first right on Escondido Circle, then go to the next right turn and turning to the north the proposed Rocky Heights subdivision sets on the south side of Riggs Hill. The total existing site 16.003 acres, and includes 5 lots of 8.213 Acres, 2 tracts A and B with a total of 7.486 Acres and Road Right of Way of .304 Acres. The project was originally submitted in the spring of 2001 and was in process with reviews and public hearings over the late part of 2001 and through July 2002, by staff for the City of Grand Junction Community Development Department.

With the intent to move into response to final comments in August of 2002, the project was designed with 10 foot high, caged rock walls at the rear of the building envelopes in response to concerns for rock fall mitigation. As DCS, Inc became involved as a Construction Manager for the project in late August 2002; the rock wall design was questioned. After research of the City and State reviews and responses concerning the mitigation, and similar sites around town, it was determined that a second opinion on the risk of the Rock Fall and the solutions should be sought.

Thus qualified firms were contacted and two were approached about opinions, with both agreeing the rock fall mitigation that was proposed was not the best solution for the site. GJ Lincoln Devore was contracted with to prepare a more extensive research of the issue and their final report is included. With this new information, the site has changed only slightly, with building envelopes reduced in size to honor concerns of disturbance of existing drainage and rock groupings, however, as GJLD's report notes, the rock wall and the previously recommended rock roll off trench cause more disturbance to the onsite soils, causing more risk rather than improvement to onsite conditions. The rest of the project remains relatively unchanged and we would hope to move forward with final review and comments.

Construction of the onsite improvements is scheduled to start just after final City approval, hopefully late Summer/Fall 2003 with completion of those improvements intended with in 3 to 5 months depending on weather and approval time.

**B. Public Benefit:**

The public benefit to the project is that it provides additional housing lots for the growing community of Grand Junction. The land the Developers are deeding to the Audubon Society provides an additional area for hiking and bird observation for the public. The open space pedestrian easement that is being provided near the entrance to Desert Hills allows for access to the Audubon property, and connects with the trail easement provided by Desert Hills Subdivision for the City trail system, which is immediately adjacent to Rocky Heights Subdivision property line. These trail connections allow for future connectibility of the various developments and a safe access for school children/neighbors and other individuals walking.

**C. Project Compliance, Compatibility and Impact:**

1. The project complies with the adopted codes and zoning requirements for this property. The property was rezoned from RSF-R (Residential Single Family) to a PUD at 1 unit per 3.2 acres as apart of previous submittals.
2. The land use in the surrounding area includes Desert Hills Subdivision, which is a 20 lot subdivision with 20 Single Family Homes on 57.314 acres with 21 acres of open area/common space with a pond and irrigation system. South of the Rocky Heights Subdivision, immediately adjacent to the land to be dedicated to the Audubon Society is approximately .41 acres of land which was previously donated to the Mesa County Museum by family members of the Developers of Rocky Heights. This area, the South Side and top of Riggs Hill is used as a public hiking and observation park for Geological Interest.
3. The site access is provided from 1 entrance off of Escondido Circle.
4. The utilities for this project are provided via Desert Hills Subdivision and Escondido Circle to the north of the proposed facility.
5. No particularly high or special demands are expected on the existing utilities. The Lots are platted for 5 single-family residential lots.
6. The impact on public facilities such as roads will be minor. This subdivision adds 5 lots with 5 single-family homes onto the road system for the Redlands and Desert Hills. Rocky Heights was being planned when Desert Hills plans were being developed.
7. The site soils include a thick series of northeastwardly dipping sedimentary beds, covered with thin to very thin deposits of alluvial and colluvial soils. GJ Lincoln Devore (GJLD) did the latest Soils' testing in November of 2002, with further testing and a final report dated February 1, 2003. The February 1, 2003 report is provided for the engineers review along with this submittal.

8. The impact on site geology and geological hazards has been mitigated by reduction in size of the building envelopes to restrict any kind of construction impact to rocky slopes and long term existing slide areas. The size of building envelopes has also been reduced to honor existing drainage areas. These areas are mostly dry land rock drainage ways, yet the developers have chosen to avoid these areas by reducing the building envelopes. With further concern for information provided in the most recent drainage and subsurface soils report prepared by GJ Lincoln Devore on February 1, 2003, the Developers have modified the project Covenant and Design Guidelines, removing irrigation systems for the homes, restricting grass areas and encouraging dry land landscapes or xeriscape landscape plantings.
9. The hours of access to the site are typical of residential developments and should be consistent with surrounding properties.
10. A project sign is planned to be located at the entrance to the property, near the canal.

**D. Development Schedule and Phasing:**

Pending approval of the Community Development Department, Building and Fire Departments and other appropriate agencies, the construction and development of the site improvements for the project are slated for mid to late summer, 2003, with completion approximately 3 to 5 months later and construction of homes following City approvals of development improvements.

**Architectural and Landscaping Design Guidelines  
for use by homeowners, design professionals and builders  
in Rocky Heights Estates Subdivision**

**I. INTRODUCTION**

**A. Purpose and Intent**

The purpose and intent of the architectural and landscaping guidelines is to provide homeowners, design professionals and builders with a guide in designing homes and landscapes within the Rocky Heights Estates Subdivision that promotes a pleasing, predictable and friendly environment in which to live. These guidelines provide a clear statement, which gives the designer the overall expectations of the architectural committee while allowing creativity in the overall designs. The outcome of the use of these guidelines will be a subdivision in which the homes are well designed, fit in the environment and which blend into a pleasing and aesthetically exciting collection of residences.

Additionally, the physical requirements of the building materials promote the expected quality of the homes within the subdivision. Materials, which are approved within these guidelines, have been chosen with high quality standards and are expected in this subdivision. It is the desire of the developers of Rocky Heights Estates to promote quality homes and give homeowners the ability to predict the overall architectural aesthetics of the subdivision prior to its build out.

**B. Amendments and Supplements**

The Rocky Heights architectural guidelines may occasionally be supplemented or amended by the Declarant or the Rocky Heights Homeowner's Association (HOA) at its sole discretion.

**II. OVERALL DESIGN THEME**

The Rocky Heights Estates Subdivision is located in a high desert valley surrounded by rocky hills with rock outcroppings. The area is open to vistas of the Colorado National Monument to the west. It is the desire of the developer to create dwellings and landscapes, which blend harmoniously with the existing natural environment. The natural beauty of Rocky Heights suggests preservation of the high desert environment and encourages architectural designs that blend with the site and climactic conditions.

The colors and materials used must blend with the natural environment both in color and texture.

Structures should “hug the existing grade”, not be built up above the existing grade.

Dwelling and Landscape should minimally impact the views from other sites.

Site design should require minimal grading and protection of no-build areas.

Structure should be stair-stepped on the natural topography, not cut into it.

Indigenous high desert architectural designs rather than non-native architectural themes should be used.

Landscape shall be designed using xeriscape principles that support natural climactic conditions.

Overall scale shall be oriented towards pedestrians rather than automobiles.

### III. DRAINAGE AND SITING

#### A. Site Drainage and Grading

Site drainage and grading will be done with minimum disruption to the Lot and shall neither drain to adjoining Lots (unless approved by the ACC) nor cause a condition that could lead to soil erosion on the Lot and/or on Tract A.

Natural drainage ways as shown on plat map must be preserved and used for developed drainage from the site.

Driveways should follow the existing topography and not require large cuts and fills. In general the driveway access from the street should be no wider than 12 feet. Garage pads should not exceed the width of the garage.

Erosion control is vital during construction. Temporary barriers and drainage structures should be used to prevent damage to site and adjoining property during construction or later as needed.

#### B. Siting

Siting of the dwelling and landscape should be done with the general topography and existing landscape in mind. Every effort shall be made to maximize the views for all sites.

No grading or vegetation removal shall take place outside the building envelope on any Lot. Any alteration to these limits of disturbance will need the approval of the ACC.

## IV. ARCHITECTURAL STANDARDS

### A. Architectural Standards and Guidelines

In order to attain the highest quality of development and construction and to ensure lasting value, it is to the benefit of all Owners within Rocky Heights Estates to have architectural standards. These standards create harmony of exterior design, color and location of all improvements having consideration for existing topography and finished grade elevation. These architectural guidelines have been adopted by the Architectural Control Committee ("ACC") and are intended to provide owners with the greatest opportunity for individual freedom of design and style while maintaining quality and harmony within Rocky Heights Estates.

### B. Building Setbacks and Minimums

All lot corner pins are set to establish dimensions for the required building setbacks. Specific building envelope requirements must be adhered to as identified on the Recorded Plat and building Envelope Plan for Rocky Heights Estates.

No principal Dwelling shall be nearer than fifty (50) feet to any other principal Dwelling on an adjacent Lot.

All Dwellings are required to have attached covered garages to accommodate a minimum of two (2) cars and a maximum of four (4) cars.

The total living area of any main structure shall be a minimum of 2,000 square feet for single-story dwellings with a minimum of 1,800 square feet on the main level for two-story dwellings, excluding open porches, garages. On two-story dwellings, the second floor shall be no more than 70% of the first floor footprint. All measurements shall be on the outside dimension of the walls.

### C. Geotechnical Requirements

Prior to commencement of any construction of any improvements on any Lot, the owners shall have the foundation for the improvement designed by a licensed Colorado Professional Engineer based upon a site-specific subsurface geologic investigation. The purpose of the site-specific subsurface geologic investigation shall be for evaluation of the surface and subsurface geologic conditions of the lot. The investigation shall determine the measures necessary to mitigate, if any, unsuitable or potentially dangerous geologic conditions. Those mitigation measures shall be incorporated into the foundation design. The licensed professional engineering report shall be submitted to the ACC for review and approval. The ACC shall have thirty (30) working days to review it, and no construction shall commence without written approval by the ACC or the engineer hired by the ACC.

#### D. Roofs and Patio Structures

The roofs shall have a minimum pitch of 3 in 12 and a maximum pitch of 6 in 12 except for flat roofs approved by the ACC. Roof materials shall be covered with concrete tile, slate or built-up roofs where approved by the ACC. Wood or asphalt shingles are not allowed. All patio structures installed shall blend with and complement the principal Dwelling. No aluminum, fiberglass or plastic patio roofs shall be allowed.

#### E. Building height

Height restrictions will be thirty-two (32) feet. Building height means the maximum possible distance measured from the first finished floor elevation to the highest possible point of a structure except that chimneys, flues, vents or similar structures may extend two (2) feet above the specified maximum height limit subject to ACC review. The ACC discourages and has the right to prohibit the construction of any Dwelling or other structure, which would appear excessive in height when, viewed from the roads, drives or other Lots.

#### F. Color

The color of all exterior materials will be subdued to blend with the colors of the natural landscape. Subdued earth tones are recommended, however, occasional accent colors used judiciously and with restraint may be permitted including on clad windows and entry doors. No bright colors will be allowed. The use of white is discouraged and shall be used only by approval of the ACC. A maximum of two (2) colors for the field and trim is encouraged. Colors that unduly contrast with the surrounding landscape may be prohibited by the ACC.

#### G. Materials - Exterior Surfaces

Exterior surfaces will be generally of natural materials that blend and are compatible with the natural landscape. Reflective materials and surfaces are prohibited including "heat Mirror glass". Low "E" glass is allowed. Masonite, vinyl and steel siding are prohibited.

Exterior materials of stone, smooth stucco or weathered brick or no more than 30% natural wood shall be encouraged. Imported materials such as precision brick, clapboards and shingles are inappropriate building materials for Rocky Heights.

#### H. Accessory Buildings

Detached accessory buildings are allowed within the building envelope of each Lot with approval by the ACC. Construction and roof materials shall be the same as that of the house and shall be a maximum total height of eight (8) feet. In the event the accessory structure is attached to and incorporated in the principal Dwelling, the height may exceed the eight-foot limitation subject to ACC approval. No pre-built sheds will be allowed.



## I. Fencing

In general, fences are discouraged. Open space is the guiding principle within Rocky Heights to create a country feeling and preserve natural views. All fencing shall be reviewed and approved by ACC before any fence is constructed. Whenever possible, it is encouraged that plant materials be incorporated into the fencing scheme. All fences shall be constructed in a professional manner and shall be properly maintained.

All side fences shall be set back at least five (5) feet farther away from the street than the Dwelling unit.

For side and rear lot fencing (type one), the approved prototype is split rail wood, 6" X 6" wood posts with 2" X 8" wood rails, maximum height of 4 feet. Black welded-wire meshing shall be used in conjunction with prototype fencing for pet containment.

All privacy and screening fences (type two) including ornamental types (e.g. stucco, weathered stone walls or wood railing described in type one) shall be no taller than 6 feet and within the building envelope and shall be within one hundred (100) feet of the foundation of the principal dwelling unless specific written permission is given by the ACC for a variance. In determining whether permission should be given, the ACC shall consider the topography, vegetation and desires of the neighborhood privacy. Screening fences (type two) should not be placed in the no-build zone.

No vinyl, chain link, wrought iron, or solid wood fences are allowed.

## J. Trash and Trash Enclosures

No permanent trash enclosures (for example, dumpsters) shall be allowed on lots after completion of construction. No dumping is allowed on adjacent properties in Rocky Heights during construction period.

A temporary trash container shall be required for construction waste and shall be properly maintained during the entire construction period.

## K. Building Projections

Every attempt shall be made to limit mechanical roof projections to the rear portion of the dwelling away from the street view.

All projections including, but not limited to, evaporative coolers and covers, heating/air conditioning units, chimney flues, vents, gutters, photovoltaic cells, downspouts, utility boxes, porches, railings and exterior stairways shall be painted to match the color of the surface from which they project, or shall be an approved color.

Any building eave projections cannot exceed more than two and one-half (2 1/2) feet beyond setback restrictions. All main entry porch setback encroachments shall be subject to the City of Rocky Heights Architectural and Landscape Guidelines

## Grand Junction regulations.

The top surface of all evaporative coolers, heating/air conditioning, photovoltaic cells, humidifiers and other similar equipment shall be below the ridge line of the roof supporting such equipment and shall be located on the rear portion of the Dwelling absent from street view. When technically constrained, the ACC may grant a variance.

### L. Garages and Driveways

Visual impact of garage doors shall be minimized by such measures as, but not limited to, siting of the Dwelling, garage orientation on the structure, protective overhangs, projections, special door facing materials, color and/or landscaping. If a three-car garage is planned, a minimum building offset of three (3) feet shall be required between the one (1) car bay and the balance of the garage area.

Since RVs, trailers, boats and other recreational vehicles are not allowed to be parked within public view on each Lot, the builder is advised to construct a garage to fit such items, as needed.

Garages should not be the focal point of the dwelling design. Orient garages so that the pedestrian entrance is the focal point of the design. It is suggested that garage doors be oriented with side access.

Each driveway shall have a surface constructed of colored earth-toned concrete. In general, driveways should be kept as narrow as possible and not exceed 10-12 feet in width where they connect to the public street. Driveways should follow the natural contours of the site.

### M. Foundation Walls

Any exposed foundation walls shall be painted or finished to match the upper exterior field color of the Dwelling unit.

### N. Exterior Mechanical Equipment

All exterior ground level mechanical equipment shall be either incorporated into the overall form of the Dwelling or be permanently screened from public view by vegetation, privacy fencing described in Part IV, Architectural Standards, Section I "Fencing", or in another way approved by the ACC.

### O. Exterior Lighting

Decorative building lighting, including landscape lighting shall have lamps (bulbs) 60 watts less and no bulb shall be seen by the naked eye when viewed from the street or adjacent property. All exterior lighting shall be downlight type such as wall sconces. No flood lighting shall be allowed. In general, preservation of the dark sky and natural star viewing is desired at night.

## V. LANDSCAPE AND IRRIGATION

### A. General Design

In general, the landscape design and construction shall use low water, xeriscape design principles. Plants should be either indigenous to the Grand Valley or be desert plants which are recommended for low water climates. See attached list of appropriate plantings (Appendix A).

### B. Irrigation

RH lots use city water for irrigation. The intent of Rocky Heights is to conserve water usage and blend with the high desert surroundings. Lawns are not allowed within the subdivision. The use of native grasses and ground covers are allowed rather than the use of turf or sod. It is strongly recommended that any areas of moderate watering, be placed downhill from the foundation and at least 10 feet from the foundation in any direction. Upslope irrigation can cause potential damage to the foundation of homes due to soil slippage in this area.

Drip versus spray irrigation is recommended.

### C. Landscaping

Landscaping plans must be prepared by a licensed landscape architect, designer or irrigation specialist based upon site-specific geotechnical report noted in Article VII, Section 8 of the CCRs and submitted to the ACC within 12 months from issuance of a Certificate of Occupancy by the City of Grand Junction Building Department. These plans shall include a schedule of completion for not more than one year after approval.

Lot Owners are encouraged to make adequate provisions for landscaping and irrigation costs in their overall construction budget.

Lot Owners are required to comply with the following landscape requirements and shall incorporate the following xeriscape principles that are incorporated as part of these guidelines:

Use native, near-native and/or readily adaptable species of plant materials, which are relatively drought-tolerant. The judicious use of ornamentals is acceptable.

Use existing or natural drainage paths as noted on the plat. Disruption of natural drainage patterns will not be allowed.

High desert trees and shrubs that do not block neighbor's views rather than chunky, broad, dense trees that require high water maintenance and may block views are strongly recommended.

Judicious use of rock will be allowed using native, natural colored rock that blends with the surroundings. No white rock or lava rock is allowed. Rock samples must be submitted with landscaping plans. Rock should be used along with the natural contour

of the land and xeriscape plantings to accent the landscape design, not totally cover the lot. See attached list of approved plantings (Appendix A).

All attempts shall be made by the Owner to conserve and protect existing natural vegetation on the lot prior to and during construction.

Retaining walls shall be faced with the same masonry or stucco used on the exterior walls of the principal Dwelling.

## VI. SUBMITTAL REQUIREMENTS

The following is a summary of the architectural and landscape submittal requirements created by the ACC and governed by the Covenants, Conditions and Restrictions of Rocky Heights Estates.

Submit two (2) complete sets of plans and specifications to the chairman of the Rocky Heights Estates ACC along with the attached application form in duplicate. Incomplete submissions will *not* be considered.

Consideration should be given to:

Consistent quality and use of exterior materials

Minimal grading of the site

Use of earth-toned exterior colors

A harmonic and integrated roofscape

The architectural plans and specification submitted should include:

Plot plan with Filing, Lot and block Numbers showing Lot layout, setbacks and building location.

Flow and manner of surface drainage.

Site plans showing building footprint and dimensions.

Roof plans showing pitch

Actual roof materials and color with sample

Exterior elevations showing doors, windows, garage door(s), finish materials, finished floor elevations, maximum height of the structure and dimensions and roof location of evaporative coolers, heating/air conditioning and other similar equipment.

All exterior material samples including masonry and trim materials, actual color chips (brand and color numbers) applied on materials to be used. A limit of one (1) color each for field and trim. (ACC will retain samples submitted for their records.)

Any other details or written descriptions, which would assist in understanding design features and components.

The landscaping plans should include:

Master landscape plans, planting plans, irrigation plans and any proposed landscape lighting plans prepared by a licensed landscape designer or irrigation specialist shall be submitted to the ACC within one year of issuance of certificate of occupancy. No landscape construction should begin until approval is given by the ACC. Any owner beginning landscaping work without approval may be asked to remove such work.

Once the plans and specifications are submitted, the ACC will approve or disapprove the plans in writing no later than thirty (30) days after submittal, provided that the plans are in accordance with the requirements outlined. Every attempt will be made to expedite the approval in a shorter period

Final written acceptance by the ACC for compliance of architectural guidelines and conditions of approval shall be required prior to the issuance of a Certificate of Occupancy on each Lot.

**NOTE:** All construction and improvements shall comply with rules and regulations of the City of Grand Junction and other regulatory entities and applicable building codes; nothing contained herein shall be construed to constitute a variance thereof.

## **Appendix A: List of approved plantings for high desert environments**

### **Deciduous Trees (Common Names)**

Cockspur Hawthorn  
Crimson Cloud Hawthorn  
New Mexico locust  
Pink Chitalpa  
Smoke Tree  
Toba Hawthorn  
Winter King Hawthorn

### **Evergreen Trees (Common Names)**

Bristlecone Pine  
One-seed juniper  
Pinion Pine  
Rocky Mountain juniper  
Wichita Juniper

### **Deciduous Shrubs (Common Names)**

All gold Scotch broom  
Apache Plume  
Black Sage  
Blue mist Spirea  
Club Prickly Pear  
Cliffrose  
Cliff Fendler brush  
Corymb Buckwheat  
Curleaf Mountain Mahogany  
Dwarf lead plant  
Dwarf blue rabbit brush  
Fern brush  
Four wing saltbrush  
Fremont Mahonia  
Fringed Sage  
Gardener's Saltbrush  
Great Basin sage  
Grow-Low fragrant sumac  
Hedgehog cactus  
Intricate Mountain Mahogany  
Leadplant  
Lewis mockorange

Rocky Heights Architectural and Landscape Guidelines

Mat Salt Brush  
Mountain big sage  
Mormon tea  
Mountain Mahogany  
Native smooth sumac  
New Mexico privet  
Nuttal's Saltbrush  
Palisade green saltbrush  
Purple hedgehog  
Rabbit brush  
Roundleaf buffalo berry  
Sand sagebrush  
Scotch Broom  
Shadscale  
Silver King Artemisia  
Silver Sage  
Snakeweed  
Spiny hops bush  
Sunset cactus  
Three leaf sumac (Squawbush)  
Utah service berry  
Winter-fat

#### **Evergreen shrubs (Common Names)**

Adams Needle yucca  
Blue Star Juniper  
Datil Yucca  
Mountain Lover  
Soapweed Yucca  
Waxflower

#### **Perenials/Ground Covers (Common Names)**

Beargrass  
Big Bluestem  
Black-eyed Susan  
Blue Avena grass  
Blue Fescue  
Coreopsis  
Corsican Violet  
Coronation Gold Yarrow  
Crystal River Veronica  
Desert Evening Primrose

Desert four o'clock  
Double bubblemint  
Dwarf blanket flower  
Dwarf fountain grass  
Eaton's penstemon  
Elfin pink penstemon  
Fendler's sundrops  
Fountain grass  
Globe mallow  
Hardy pink ice plant  
Homestead purple verbena  
Huskies red penstemon  
Indian blanket flower  
La Veta Lace Geranium  
Lavender Hidcote  
Lewis' Flax  
Missouri evening primrose  
Moonbeam coreopsis  
Moonshine yarrow  
Northern Sea Oats  
Pink Pussytoes  
Pink Sunrose  
Poppy mallow  
Prince's Plum  
Purple maidengrass  
Purple threeawn  
Red Yucca  
Regal mist deergrass  
Rocky Mountain penstemon  
Russian sage  
Shale colombine  
Silver brocade sage  
Silver mound  
Siskiyou everblooming  
Small flowered penstemon  
Sulfur flower  
Sunset penstemon  
Tanager gazania  
Variegated moor grass  
Whipple's penstemon  
Waku Jima maidengrass



TREASURER'S CERTIFICATE OF TAXES DUE

Date: 04/01/2003

Certificate No: 16593

STATE OF COLORADO  
COUNTY OF MESA

I, the undersigned do hereby certify that the entire amount of taxes and assessments due upon the real estate or personal property described below, and all sales of the same for unpaid taxes or assessments shown by the books in my office, from which the same may still be redeemed, with the amount required for redemption, are as noted herein:

---

Title Co	: INDIVIDUAL REQUEST	Order #:	
Seller	:	Buyer	:
Lender	:	Ordered:	DEVELOPMENT CONSTRUCT SERV
Tax Year	: 2002	User ID:	
Schedule #:	2947-262-32-001		

---

Description:

LOT 1 RUMP SUBDIVISION SEC 26 11S 101W - 16.00AC

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Base Tax Amounts Paid:

02 REAL	\$	1,828.89
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Total Due \$ 0.00

=====

\*\*BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES\*\*

\*\*IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES\*\*

-- Continued --



2947-262-32-001

Tax Charges Distribution for Taxing Year `02:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER	0.2550	6.39			
MESA COUNTY	21.8090	546.54			
GRAND JCT	8.0000	200.48			
SCH DST 51	34.3100	859.81			
LIBRARY	3.0000	75.18			
UTE WATER	2.0000	50.12			
SCH D51BOND	3.9370	98.66			
GJ TMLR*	-0.3310	-8.29			
			Totals ----->	72.9800	1828.89

MONIKA TODD  
Mesa County Treasurer

By: 



CERTIFIED DATE

April 1, 2003



ABSTRACT & TITLE CO.  
OF MESA COUNTY, INC.

Planning

1114 N. 1st Street, Suite 201, P.O. Box 3738, Grand Junction, CO 81502 970/242-8234 Fax 970/241-4925

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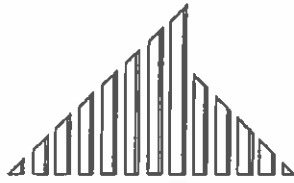
CC's To:  
DCS, Inc. - Jana Gerow

*"Where Title Examination is a Science ... and  
Closing is an Art"*

Issuing Agent For:

TRANSNATION  
TITLE INSURANCE COMPANY

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**ABSTRACT & TITLE CO.  
OF MESA COUNTY, INC.**

Issuing Agent For:  
TRANSNATION  
TITLE INSURANCE COMPANY

1114 N. 1st., Suite 201, Grand Junction, CO 81501, • (970) 242-8234 • FAX: (970) 241-4925

	AMOUNT	PREMIUM
Marilyn Schiveley 9336 Lovewell Court Elk Grove, CA 95630	OWNER \$Non-concurrent MORTGAGE \$ COST OF TAX CERTIFICATE \$ FORM 100 \$ ALTA 8.1 \$	\$ 121.00* \$ \$ \$ \$

Your Reference Schiveley, Steinbach & Rump  
No. 00904393 C 4

CC's To: (1) DCS, Inc. - Jana Gerow  
(1) Marilyn Schiveley

\* Reissue rate

Tax Schedule No. 2947-262-32-001

Property Address Vacant land, Grand Junction, CO

— COMMITMENT TO INSURE —

Transnation Title Insurance Company, an Arizona corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the conditions and stipulations shown on the reverse side.

Customer Contact: Debra I. Blanchette  
Phone: (970) 242-8234

By *Debra I. Blanchette*  
AUTHORIZED SIGNATURE

The effective date of this commitment is January 27, 2003 at 7:00 A.M.  
At which time fee title was vested in:

**Susan Rump Steinbach and Marilyn K. Schiveley, as Tenants in Common, as to an undivided 3/4 interest and Marjorie E. Rump Family Trust 2000, as to an undivided 1/4 interest**

**SCHEDULE A**

1. Policies to be issued:  
(A) Owners':

(B) Mortgagee's:

**SCHEDULE A — Continued**

2. Covering the Land in the State of Colorado, County of Mesa  
Described as:

Lot 1 in  
RUMP SUBDIVISION

**SCHEDULE A — Continued**  
**REQUIREMENTS**

3. The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of clerk and recorder of the county in which said property is located.

**NONE**

**SCHEDULE B — Section 2**

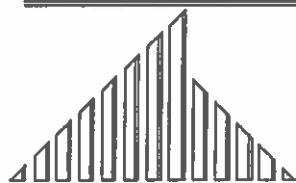
Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded June 11, 1913 in Book 163 at Page 336 affecting NE1/4 NW1/4 Sec 26, T11S. R101W 6th P.M.
8. Reservation of right of way for ditches and canals constructed by authority of the United States, as reserved in U.S. Patent recorded June 11, 1913 in Book 163 at page 336, affecting NE1/4 NW1/4 Sec. 26, T11S. R101W. 6th P.M. The above described lands are subject to all rights under an application by the Redlands Irrigation and Power Company approved Feb 1, 1908 under Act of March 3, 1891 being an application for right of way for irrigation ditch
9. Reservation of right of way for ditches or canals constructed by authority of the United States as reserved in U.S. Patent recorded November 8, 1912 in Book 163 at page 266 affecting Lots 2 and 3 and N1/2 SW1/4 and SE1/4 NW1/4 Sec. 26, T11S. R101W. 6th P.M.
10. Easement granted to Public Service Company of Colorado by instrument recorded January 31, 1972 in Book 971 at Page 315, as set forth on the sheet attached hereto, insofar as it affects subject property.
11. Right of way for the First Lift Canal.
12. Any loss of or adverse claim to that portion of the Land described in Schedule A hereof adjoining the First Lift Canal based on an assertion that the channel and banks thereof have been changed or altered other than by natural causes and in imperceptible degrees.
13. Notice of Right of Way filed by The Redlands Water and Power Company in instrument recorded April 27, 1999 in Book 2579 at page 918.
14. Terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded October 5, 2000 in Book 2757 at page 755.
15. NOTES as contained on the recorded Plat of said Subdivision.

**SCHEDULE B — Section 2 Continued**

NOTE: EXCEPTION N/A WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED  
HEREUNDER.





**ABSTRACT & TITLE CO.  
OF MESA COUNTY, INC.**

Issuing Agent For:  
TRANSNATION  
TITLE INSURANCE COMPANY

— CONDITIONS AND STIPULATIONS —

Please read carefully

1. This is a Commitment to issue one or more policies of title insurance in our Standard Form when the requirements set forth in the Commitment have been satisfied. The policy is available and should be examined before this Commitment is used if there is any question about coverage.
2. Only the policies shown are committed to. If there are any changes in the transaction, order an amendment from us.
3. The date on this Commitment is important. Nothing after that date has been considered by us.
4. This Commitment is good for 6 months only. Extensions should be ordered from us if they are needed.

**PURSUANT TO SENATE BILL 91-14 (CRS 10-11-122) NOTICE IS HEREBY GIVEN THAT:**

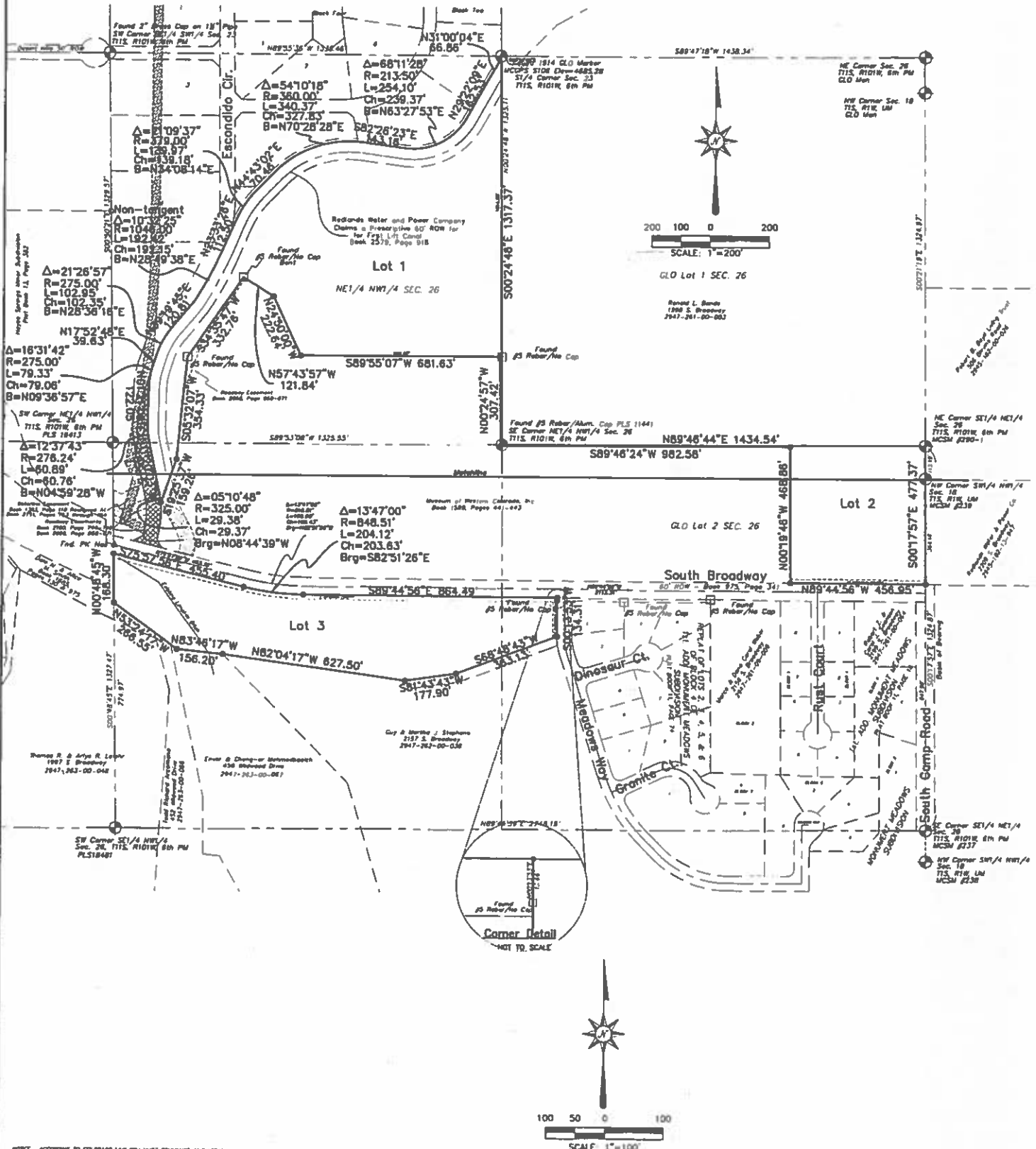
- (a) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- (b) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (c) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

NOTE:

A TAX CERTIFICATE WILL BE ORDERED FROM THE COUNTY TREASURER BY THE COMPANY AND THE COSTS THEREOF CHARGED TO THE PROPOSED INSURED UNLESS WRITTEN INSTRUCTIONS TO THE CONTRARY ARE RECEIVED BY THE COMPANY PRIOR TO THE ISSUANCE OF THE TITLE POLICY ANTICIPATED BY THIS COMMITMENT.

1114 N. 1st Street, Suite 201  
P.O. Box 3738  
Grand Junction, CO 81501  
970/242-8234  
FAX 970/241-4925

# RUMP SUBDIVISION



NOTICE: ACCORDING TO COLORADO LAW YOU MUST CONDUCT ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS OF THE DATE OF THE SURVEY. IF YOU FIRST DISCOVER SUCH DEFECT, IN NO EVENT SHALL ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN SIX MONTHS FROM THE DATE OF DISCOVERY. THESE NOTICES ARE REQUIRED BY COLORADO LAW.

162/336

1415

# The United States of America

Certificate No. Montrose 16533

To all to whom these Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Montrose, Colorado

has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at

whereby it appears that full payment has been made by the said Claimant

Harry Simpson

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for the lot four of Section eleven and the lot one of Section

eighteen in Township one south of Range one west of the 10th Meridian and the lot one of the northeast quarter of the north west quarter of Section twenty six in Township eleven south of Range one hundred one west of the Sixth Principal Meridian, Colorado, containing one hundred fifty-two and fifty-three hundredths acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said

HOW KNOW We, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Claimant

and to

the heirs, the said

Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereto belonging, unto the said Claimant of the said claimant and to the heirs and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietors of water to whom and to whomsoever they may be found to be entitled to divert the same from the lands hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the 5th day

of May, in the year of our Lord one thousand nine hundred

and thirteen, and of the Independence of the United States the one hundred

and thirty seventh.

BY THE PRESIDENT: Woodrow Wilson

By W. P. Le Roy Secretary.



Recorded, Vol. Patent Number Page 332341

Filed for Record On

11

day of June

A. D. 1913 at 10:14 o'clock A. M.

Richard D. Jones  
Reader

By \_\_\_\_\_ Deputy

1894

# The United States of America

Certificate No. Montrose 1923

To all to Whom these Presents shall come, GREETING:

Whereas, a Certificate of the Register of the Land Office at Montrose, Colorado,

has been deposited in the General Land Office of the United States, Certificate of the Register of the Land Office at

whereby it appears that full payment has been made by the said claimant

Harold Ford Platt

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the Acts supplemental thereto, for the lots two, three and four of section eight in

township one south of Range one west of the Ute Meridian and the lots two and three, the North half of the northwest quarter, and the southeast quarter of the northwest quarter of section twenty-six in township eleven south of Range one hundred one west of the sixth principal Meridian, Colorado, containing three hundred twenty-two and fifty-nine hundredths acres.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Townships have been purchased by the said

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said claimant

and to the heirs of the said claimant, the heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a mine or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, William H. Taft PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the Twenty-third day of February, in the year of our Lord one thousand nine hundred and Twelve, and of Independence of the United States the one hundred and Thirty-Sixth.

BY THE PRESIDENT: William H. Taft  
By W. P. Le Roy Secretary.  
H. Sanford Recorder of the General Land Office.

Recorded, Vol. Patent Numbers, Page 249293

Filed for Record the 2 day of Nov, A. D. 1912 at 11:20 o'clock P. M.

Chas. E. Jones  
Recorder

By \_\_\_\_\_ Deputy

Certificate

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Karl Fitzpatrick  
R.O.W. Agent

Approved

EASEMENT

Plat No. 739-913  
Doc. No. 22135  
Page No. 1

BOOK 971 PAGE 315

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the undersigned Grantors hereby grant unto PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, Grantee, its successors and assigns, an easement for the installation, construction, reconstruction, maintenance, operation, control and use of a gas distribution main, together with all fixtures or devices used or useful in the operation of said gas main as installed or to be installed through and along an existing driven roadway as shown on the serial map attached hereto. Said roadway crosses the following parcels of land:

JAN 31 1972

STATE OF COLORADO COUNTY OF WEA  
RECEIVED BY 10/16  
RECEIPIOR NO. 1018573  
MARIE M. QUINLAN, CLERK

NW $\frac{1}{2}$  and the SW $\frac{1}{2}$  of Section 26, Township 11 South, Range 101 West  
of the 6th Principal Meridian.

Together with the right to enter upon said roadway, survey, construct, maintain, operate, repair, replace, control and use said gas main and related fixtures and devices, and to remove objects interfering therewith, and together with the right to use so much of the roadway during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserve the right to use said roadway for any purpose consistent with the right and privileges above granted and which will not interfere with or endanger said Company's facilities therein or use thereof. In case of the permanent abandonment of said pipeline all right, privilege and interest herein granted shall end, cease and determine.

The work of installing said lines and related fixtures and devices shall be done with care; the surface along said roadway shall be restored substantially to its original level and condition.

This grant is subject to existing mineral leases covering any part of the above described land.

Witness my hand and seal this 21<sup>st</sup> day of Dec, A.D. 19 71  
at Grand Junction, Colo.  
(Postoffice Address)

WITNESSES: Karl Fitzpatrick

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

John A. Watson (Seal)  
John A. Watson (Landowner)  
Anne E. Watson (Seal)  
Anne E. Watson (Landowner)  
Leland Cofer (Seal)  
Leland Cofer (Landowner)  
Bonnie J. Cofer (Seal)  
Bonnie J. Cofer (Landowner)  
Kenneth F. Dowdy (Seal)  
Kenneth F. Dowdy (Landowner)  
Betty J. Dowdy (Seal)  
Betty J. Dowdy (Landowner)  
Clyde C. Dixon (Seal)  
Clyde C. Dixon (Landowner)  
Wanda L. Dixon (Seal)  
Wanda L. Dixon (Landowner)  
Lucy Ann Cofer (Seal)  
Lucy Ann Cofer (Landowner)



EXHIBIT A of Right of Way Notice

Portion of Assessor Map No. 2947-23

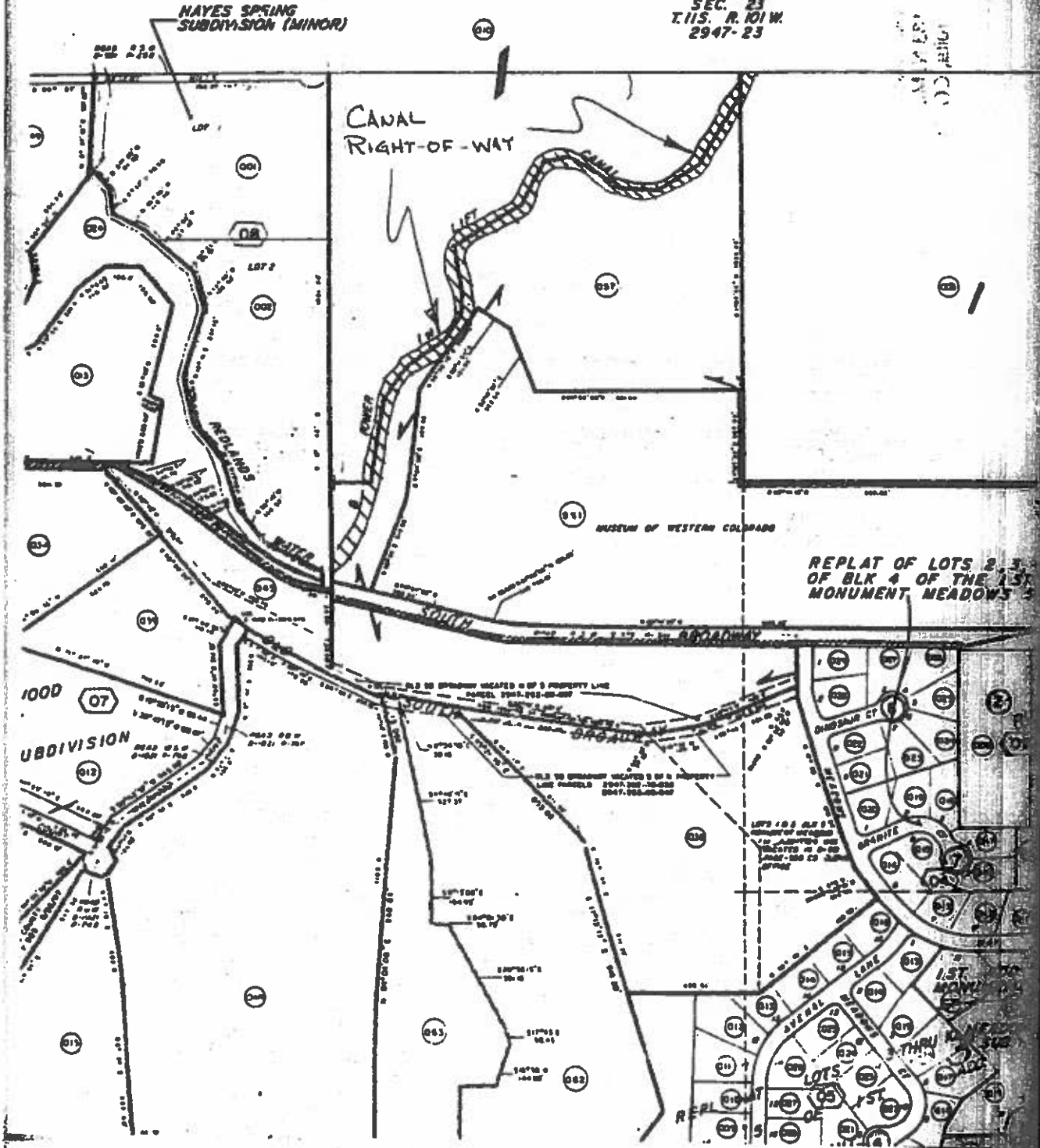
Aliq pts: \* Sec 26, T11S, R101W

Aliq pts: Sec T R

Notes: Right of Way is crosshatched and is not to scale.

\* NW 1/4 NE 1/4 (LAT 1), NE 1/4 NW 1/4, SE 1/4 NW 1/4

SEC. 23  
T. 11S. R. 101W.  
2947-23



**EASEMENT DEED AND AGREEMENT****BOOK 2757 PAGE 755**

This EASEMENT DEED AND AGREEMENT ("Agreement") made, effective as of Oct. 4, ~~1999~~<sup>2000</sup>, by and between MARILYN K. SCHIVELEY, SUSAN RUMP-STEINBACH and MARJORIE ELLEN RUMP, TRUSTEE OF THE JOHN S. RUMP TRUST, of 3000 Elmwood, Bakersfield, CA 93305, hereinafter referred to as "Grantor," and THE CITY OF GRAND JUNCTION, a Colorado municipality, of 250 North 5th Street, Grand Junction, CO 81506, hereinafter referred to as "Grantee."

The parties agree as follows:

**SECTION ONE  
CONVEYANCE OF EASEMENT**

Grantor, for and in consideration of good and valuable consideration, hereby grants and conveys to Grantee an easement as more particularly described on Exhibit "A," Exhibit "B" and Exhibit "C," attached hereto subject to all current and subsequent real property taxes and assessments, restrictions and reservations of record over and across the property of Grantor as described in Exhibit "A," Exhibit "B" and Exhibit "C." The easement is and shall be perpetual and nonexclusive.

**SECTION TWO  
DESCRIPTION OF EASEMENT**

An easement over and across the property of Grantor for the use and benefit of Grantee, their employees, agents and contractors, or any of their successors in title. The easement is for the sole and exclusive purpose of installation and maintenance of utilities, construction and maintenance of public road right of way and slope maintenance.

**SECTION THREE  
CONDITIONS**

- (a) Grantee shall not fence or otherwise obstruct the easement;
- (b) Grantee shall promptly repair any damage it shall do to Grantor's real property;
- (c) Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by the exercise of the rights granted herein or by any wrongful or negligent act or omission of Grantee or of their agents in the course of their employment;
- (d) Grantor reserves the right to use the easement for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this instrument.



**SECTION FOUR  
EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

**SECTION FIVE  
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each property owner as set forth in the records of the Mesa County Assessor.

**SECTION SIX  
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The rule of strict construction does not apply to this instrument. This Easement Deed shall be given a reasonable construction in light of the intention of the parties to provide public road right of way and installation of public utilities.

**SECTION SEVEN  
ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

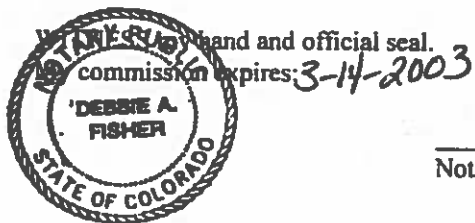
**SECTION EIGHT  
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.



COLORADO  
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF MESA )

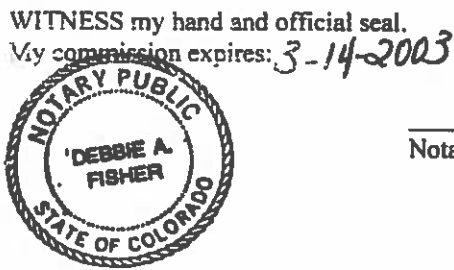
On December 8, 1999 by Gregg K. Kampf, P.O.A., 1999, before me, Debbie A. Fisher, personally appeared Susan Rump-Steinbach, personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debbie A. Fisher  
Notary Public

COLORADO  
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF MESA )

On December 8, 1999 by Gregg K. Kampf, P.O.A., 1999, before me, Debbie A. Fisher, personally appeared Marjorie Ellen Rump, Trustee of The John S. Rump Trust, personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Debbie A. Fisher  
Notary Public



Exhibit "A"TRACT 4  
14' Multi-Purpose Easement

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), Section 26, Township 11 South, Range 101 West, of the Sixth Principal Meridian, whence the Northeast corner of said NE1/4 NW1/4 bears South 89 degrees 55 minutes 36 seconds East, a distance of 1335.46 feet, for a basis of bearings, with all bearings contained herein and relative thereto; thence South 00 degrees 50 minutes 21 seconds East, along the West line of said NE1/4 NW1/4, a distance of 1329.57 feet, to the Southwest corner of said NE1/4 NW1/4, Section 26; thence North 89 degrees 53 minutes 08 seconds East, along the South line of said NE1/4 NW1/4, a distance of 124.00 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 180.19 feet; thence along the arc of a curve to the right, having a delta angle of 05 degrees 22 minutes 37 seconds, with a radius of 325.00 feet, an arc length of 30.50 feet, a chord bearing of South 08 degrees 38 minutes 44 seconds East, and a chord length of 30.49 feet to the POINT OF BEGINNING; thence along the arc of a non-tangent curve to the left, having a delta angle of 05 degrees 55 minutes 13 seconds, with a radius of 295.20 feet, an arc length of 30.50 feet, a chord bearing of North 08 degrees 38 minutes 44 seconds West, and a chord length of 30.49 feet; thence North 11 degrees 20 minutes 03 seconds West, a distance of 185.15 feet; thence along the arc of a curve to the right, having a delta angle of 12 degrees 41 minutes 09 seconds, with a radius of 275.00 feet, an arc length of 60.89 feet, a chord bearing of North 04 degrees 59 minutes 28 seconds West, and a chord length of 60.76 feet; thence North 01 degrees 21 minutes 06 seconds East, a distance of 122.05 feet; thence along the arc of a curve to the right, having a delta angle of 16 degrees 31 minutes 42 seconds, with a radius of 275.00 feet, an arc length of 79.33 feet, a chord bearing of North 09 degrees 36 minutes 57 seconds East, and a chord length of 79.06 feet; thence North 17 degrees 52 minutes 48 seconds East, a distance of 39.63 feet; thence along the arc of a curve to the right, having a delta angle of 21 degrees 26 minutes 57 seconds, with a radius of 275.00 feet, an arc length of 102.95 feet, a chord bearing of North 28 degrees 36 minutes 16 seconds East, and a chord length of 102.35 feet; thence South 50 degrees 40 minutes 15 seconds East, a distance of 20.00 feet; thence along the arc of a curve to the left, having a delta angle of 21 degrees 26 minutes 57 seconds, with a radius of 255.00 feet, an arc length of 95.46 feet, a chord bearing of South 28 degrees 36 minutes 16 seconds West, and a chord length of 94.91 feet; thence South 17 degrees 52 minutes 48 seconds West, a distance of 39.63 feet; thence along the arc of a curve to the left, having a delta angle of 16 degrees 31 minutes 42 seconds, with a radius of 255.00 feet, an arc length of 73.56 feet, a chord bearing of South 09 degrees 36 minutes 57 seconds West, and a chord length of 73.31 feet; thence South 01 degrees 21 minutes 06 seconds West, a distance of 122.05 feet; thence along the arc of a curve to the left, having a delta angle of 12 degrees 41 minutes 09 seconds, with a radius of 255.00 feet, an arc length of 56.46 feet, a chord bearing of South 04 degrees 59 minutes 28 seconds East, and a chord length

of 56.34 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 179.60 feet; thence South 19 degrees 25 minutes 37 seconds West, a distance of 41.90 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.272 Acres. as described.

12/07/99

**Exhibit B**  
**Temporary Construction Easement**  
**TRACT 4c**

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), Section 26, Township 11 South, Range 101 West, of the Sixth Principal Meridian, whence the Northeast corner of said NE1/4 NW1/4 bears South 89 degrees 55 minutes 36 seconds East, a distance of 1335.46 feet, for a basis of bearings, with all bearings contained herein and relative thereto; thence South 00 degrees 50 minutes 21 seconds East, along the West line of said NE1/4 NW1/4, a distance of 1329.57 feet, to the Southwest corner of said NE1/4 NW1/4, Section 26; thence North 89 degrees 53 minutes 08 seconds East, along the South line of said NE1/4 NW1/4, a distance of 124.00 feet to the POINT OF BEGINNING; thence North 89 degrees 53 minutes 08 seconds East, a distance of 21.30 feet; thence along the arc of a curve to the left, having a delta angle of 14 degrees 30 minutes 24 seconds, with a radius of 99.00 feet, an arc length of 25.07 feet, a chord bearing of North 00 degrees 18 minutes 59 seconds East, and a chord length of 25.00 feet; thence along the arc of a curve to the right, having a delta angle of 24 degrees 49 minutes 01 seconds, with a radius of 269.00 feet, an arc length of 116.51 feet, a chord bearing of North 05 degrees 28 minutes 17 seconds East, and a chord length of 115.61 feet; thence North 17 degrees 52 minutes 48 seconds East, a distance of 151.87 feet; thence along the arc of a curve to the right, having a delta angle of 21 degrees 26 minutes 57 seconds, with a radius of 215.00 feet, an arc length of 80.49 feet, a chord bearing of North 28 degrees 36 minutes 16 seconds East, and a chord length of 80.02 feet; thence North 50 degrees 40 minutes 15 seconds West, a distance of 60.00 feet; thence along the arc of a curve to the left, having a delta angle of 21 degrees 26 minutes 57 seconds, with a radius of 275.00 feet, an arc length of 102.95 feet, a chord bearing of South 28 degrees 36 minutes 16 seconds West, and a chord length of 102.35 feet; thence South 17 degrees 52 minutes 48 seconds West, a distance of 39.63 feet; thence along the arc of a curve to the left, having a delta angle of 16 degrees 31 minutes 42 seconds, with a radius of 275.00 feet, an arc length of 79.33 feet, a chord bearing of South 09 degrees 36 minutes 57 seconds West, and a chord length of 79.06 feet; thence South 01 degrees 21 minutes 06 seconds West, a distance of 122.05 feet; thence along the arc of a curve to the left, having a delta angle of 12 degrees 41 minutes 09 seconds, with a radius of 275.00 feet, an arc length of 60.89 feet, a chord bearing of South 04 degrees 59 minutes 28 seconds East, and a chord length of 60.76 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 4.96 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.410 Acres, as described.

12/07/99

EXHIBIT C

Tract 7

14' Multi-Purpose Easement

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), Section 26, Township 11 South, Range 101 West, of the Sixth Principal Meridian, whence the Northeast corner of said NE1/4 NW1/4 bears South 89 degrees 55 minutes 36 seconds East, a distance of 1335.46 feet, for a basis of bearings, with all bearings contained herein and relative thereto; thence South 00 degrees 50 minutes 21 seconds East, along the West line of NE1/4 NW1/4, a distance of 1329.57 feet, to the Southwest corner of said NE1/4 NW1/4; thence North 89 degrees 53 minutes 08 seconds East, along the South line of said NE1/4 NW1/4, a distance of 58.84 feet to the POINT OF BEGINNING; thence North 89 degrees 53 minutes 08 seconds East, a distance of 14.22 feet; thence along the arc of a curve to the left, having a delta angle of 00 degrees 52 minutes 23 seconds, with a radius of 325.00 feet, an arc length of 4.95 feet, a chord bearing of South 10 degrees 53 minutes 51 seconds East, and a chord length of 4.95 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 185.15 feet; thence along the arc of a curve to the right, having a delta angle of 25 degrees 59 minutes 53 seconds, with a radius of 275.00 feet, an arc length of 124.78 feet, a chord bearing of South 01 degrees 39 minutes 54 seconds West, and a chord length of 123.71 feet; thence South 14 degrees 39 minutes 51 seconds West, a distance of 10.71 feet; thence South 60 degrees 38 minutes 19 seconds West, a distance of 36.73 feet, to a point on the Northerly right-of-way line of South Broadway; thence, along said Northerly right-of-way line of South Broadway, North 73 degrees 19 minutes 07 seconds West, a distance of 19.41 feet; thence leaving said Northerly right-of-way line of South Broadway, North 60 degrees 38 minutes 19 seconds East, a distance of 44.22 feet; thence North 14 degrees 39 minutes 51 seconds East, a distance of 4.81 feet; thence along the arc of a curve to the left, having a delta angle of 25 degrees 59 minutes 53 seconds, with a radius of 261.00 feet, an arc length of 113.43 feet, a chord bearing of North 01 degrees 39 minutes 54 seconds East, and a chord length of 117.42 feet; thence North 11 degrees 20 minutes 03 seconds West, a distance of 185.15 feet; thence along the arc of a curve to the right, having a delta angle of 01 degrees 18 minutes 17 seconds, with a radius of 339.00 feet, an arc length of 7.72 feet, a chord bearing of North 10 degrees 40 minutes 54 seconds West, and a chord length of 7.72 feet to the POINT OF BEGINNING.

Said parcel containing an area of 0.116 Acres, as described.

12/07/95



# ADJACENT PROPERTY OWNER LABEL ORDER FORM

TAX PARCEL #: 2947-262-32-001

PROPERTY ADDRESS: Off Escondido Circle

PROPERTY OWNER: Rocky Heights Estates Subdivision

CONTACT PERSON: Marilyn Schiveley

MAILING ADDRESS: 9336 Lovewell CT Elk Grove, CA 95758

APPLICANT: Development Construction Services, Inc.

CONTACT PERSON: Jana Gerow

MAILING ADDRESS: 619 Main St. Suite 110 Grand Junction, CO 81501

PROJECT REPRESENTATIVE: Development Construction Services, Inc.

CONTACT PERSON: Jana Gerow

MAILING ADDRESS: 619 Main St. Suite 110 Grand Junction, CO

PHONE NUMBER: 970-242-3674

**\*REQUEST FOR LABELS MUST BE SUBMITTED A MINIMUM OF 2 WEEKS  
PRIOR TO SUBMITTAL OF PROJECT.**

FEE: \$50.00

DATE PAID: 2/12/03 RECEIPT #: 18253

The adjacent property mailing list is created by pulling all property owners within 500 feet and all Homeowners Associations or citizen groups within 1000 feet of all properties involved in the project. The property owner information is put together using the information in the Mesa County Assessor's records and the HOA's and citizens groups are on record with the City of Grand Junction Community Development Department.

MONUMENT MEADOWS HOA  
DAVID ALSTATT  
2188 GRANITE COURT  
GRAND JUNCTION, CO 81503

JAMES S GEBHARD  
HELN H GEBHARD  
233 E FALLEN ROCK RD  
GRAND JUNCTION, CO 81503-1130

LOUIS J CIOCCO  
TERI L CIOCCO  
542 RIDGESTONE CT  
GRAND JUNCTION, CO 81503-4412

WILLIAM H NELSON  
FAMILY TRUST  
PO BOX 3548  
GRAND JUNCTION, CO 81502-3548

LEONARD KIRT JEWKES  
PAMELA K JEWKES  
508 BLEVINS RD  
GRAND JUNCTION, CO 81503-1119

ROBERT E ELLIOTT  
2171 BROADWAY  
GRAND JUNCTION, CO 81503-4005

DALE N SMITH  
ALICE M  
467 WILDWOOD DR  
GRAND JUNCTION, CO 81503-2505

MICHAEL ANTON  
KAREN ANTON  
2111 DESERT HILLS RD  
GRAND JUNCTION, CO 81503-2503

MIKE C BAKER  
SANDRA K BAKER  
477 ESCONDIDO CIR  
GRAND JUNCTION, CO 81503-1879

MARJORIE S RUMP  
FAMILY TRUST 2000 -  
3000 ELMWOOD AVE  
BAKERSFIELD, CA 93305-1408

ROCKY HEIGHTS ESTATES  
SUBDIVISION  
MARILYN SCHIVELEY  
9336 LOVEWELL CT.  
ELK GROVE, CA 95758

TIERRA VENTURES LLC  
PO BOX 3347  
GRAND JUNCTION, CO 81502-3347

CITY OF GRAND JUNCTION  
COMMUNITY DEVELOP  
250 N 5TH ST  
GRAND JUNCTION, CO 81501

BRIAN SLEDGE  
PO BOX 5693  
SNOWMASS VILLAGE, CO 81615-  
5693

CASTLE HOMES INC  
DBA INFINITY BUILDER  
202 NORTH AVE PMB 164  
GRAND JUNCTION, CO 81501-7540

RONALD L BONDS  
1998 S BROADWAY  
GRAND JUNCTION, CO 81503-9593

MUSEUM OF WESTERN  
COLORADO INC  
248 S 4TH ST  
GRAND JUNCTION, CO 81501

MICHAEL J COONEY  
DIANE L COONEY  
473 ESCONDIDO CIR  
GRAND JUNCTION, CO 81503-1879

BRIAN T KELLY  
JUDITH C KELLY  
PO BOX 770967  
STEAMBOAT SPRINGS, CO 80477-  
0967

THOMAS R LAFEHR  
ARLYS R LAFEHR  
1997 S BROADWAY  
GRAND JUNCTION, CO 81503-9592

DEVELOPMENT CONSTRUCTION  
SERVICES  
JANA GEROW  
619 MAIN STREET #110  
GRAND JUNCTION, CO 81501,

THOMAS C MELZER  
JUDITH C MELZER  
266 29 1/2 RD  
GRAND JUNCTION, CO 81503-2302

TRUST OF GERALD W ARNOLD  
1111 HORIZON DR APT 210  
GRAND JUNCTION, CO 81506-1452

MANFRED T HENNIG  
ANGELIKA HENNIG  
492 ESCONDIDO CIR  
GRAND JUNCTION, CO 81503-1890

W KEITH VEATCH  
JENNEAN A  
521 MOCKINGBIRD LN  
GRAND JUNCTION, CO 81503-1144

LINDA E EMILIA  
2102 S BROADWAY  
GRAND JUNCTION, CO 81503-2502

MICHLAEL P ANTON  
KAREN F ANTON  
2111 DESERT HILLS RD  
GRAND JUNCTION, CO 81503-2503

RICHARD F CROOKE  
BONNIE L CROOKE  
750 BRAEWOOD DR  
ALGONQUIN, IL 60102-3236

CITY OF GRAND JUNCTION  
WENDY-COMM DEV  
250 N 5TH ST  
GRAND JUNCTION, CO 81501

TODD RICHARD ARCOMANO  
PO BOX 3196  
GRAND JUNCTION, CO 81502-3196



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor St.  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

February 1, 2003

Development Construction Service, Inc.  
619 Main St.  
Grand Junction, CO 81501

Re: Surficial Geology Investigation and Subsurface Soils Exploration  
Rocky Heights Subdivision, Grand Junction, CO

Dear Mrs. Gerow,

The Rocky Heights Subdivision has been the subject of previous geologic/geotechnical investigations. Grand Junction Lincoln DeVore has use of the following reports and drawings.

- Geotechnical Engineering Group, 4-9-01, Preliminary Geotechnical Investigation Subgrade Investigation and Pavement Design, Rump Subdivision, Lot 1, Job # 703.
- Geotechnical Engineering Group, *Rockfall Hazard Report, not in GJLD Possession*
- Geotechnical Engineering Group, Roll Out Mitigation Trench, 12-3-01, Sheet of 8 of 11 (superseded by the 4-24-02 sheet 8 of 11).
- Geotechnical Engineering Group, 4-24-02, Rock Rollout Walls, Sheet 8 of 11
- Grand Junction Lincoln DeVore, 12-4-02, Surficial Geology Investigation & Preliminary Subsurface Soils Exploration, Rocky Heights Subdivision, Job # 89781-GJ.

Personnel from Grand Junction Lincoln DeVore have completed a ground reconnaissance and a limited Subsurface Soils Exploration of the above referenced site on 10-23-02 and 11-6-02. An additional evaluation and trial of the Rock Rolling Potential was performed on 11-21-02. The purpose of this ground reconnaissance, limited Subsurface Soils Exploration, rock rolling potential trial and subsequent computer simulation (Colorado Rockfall Simulation Program, V. 3.0a) to determine the general geologic conditions and constraints relating to construction on the site and to provide preliminary geotechnical information for the design of building foundations and construction of roadways. This study, in part, was performed in manner so as to be in general compliance with the requirements of C.R.S. 30-28-101 (Senate Bill 35). Following are our findings:

#### TRACT LOCATION & DESCRIPTION

The tract lies in portions of the Northwest Quarter and in the Northeast Quarter of Section 26, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian, Mesa County, Colorado. The tract is bounded on the south by Riggs Hill and to the north by the Redlands First Canal. This proposed subdivision is located immediately south of the existing Desert Hills Subdivision. The site is approximately 4 miles west of the downtown business district of the city of Grand Junction. The tract will contain 5 residential building sites.

The physiography of this particular site is quite variable. The site is located on the northern flank of Riggs Hill, with the building areas located on the low slopes, north of the steep slope area. The north facing slopes of Riggs Hill are moderately to exceptionally steep in areas and contain various slumps, slope failures and rock

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fall/roll accumulation areas. The slopes become much flatter adjacent to the Redlands First Lift Canal, along the north edge of the subdivision.

The area of the proposed subdivision is located within a basin in which the majority of the drainage of Riggs Hill is directed toward the road and detention pond area. There are several small to very small gullies on the site along with erratic rocks and a slight 'rolling' topography at the base of Riggs Hill. The site has an overall general slope to the northwest, however the slopes vary from site to site. This subdivision and adjacent slopes has an elevation of approximately 4680 to 4800 feet above sea level, using the U.S.G.S. 7-1/2 minute mapping of the Colorado National Monument Quadrangle. The mapping used for this project planning (Mesa County GIS) indicates an elevation range of 4682 to 4722 feet above sea level.

The tract has been used for recreational activities, including hiking and biking. It doesn't appear that any agricultural activities or development has taken place and that this particular site is in it's 'native' state. Riggs Hill, immediately south of the tract, hosts ancient dinosaur bones from the Jurassic period and is a famous tourist attraction for visitors to the Grand Valley. The tract has not been subject to irrigation and exhibits a 'closed' drainage for small amounts of runoff. Larger amounts of precipitation is drained toward the northwest, crossing the Redlands First Lift Canal and eventually to the Colorado River via Limekiin Gulch, to the west. Surface drainage is fair to very poor and the subsurface drainage is poor to very poor.

#### GENERAL GEOLOGY

The general geology of this area consists of a thick series of northeastwardly dipping sedimentary beds, covered with thin to very thin deposits of alluvial and colluvial soils. The alluvial soils which are located along the Redlands First Lift Canal are mostly debris flow material which originated in the canyons and slopes of the Colorado National Monument, to the south and southwest. The colluvial soils over much of this tract have originated on the slopes of Riggs Hill, to the south. The structural geology beneath this site is relatively uncomplicated but, becomes more interesting at the base of the Colorado National Monument approximately 1 mile southwest of this site.

This site is at the extreme northeast margins of the Uncompahgre Uplift, which includes the Colorado National Monument and associated perimeter faulting. The steep cliffs of The Colorado National Monument overlook the Redlands are the surface expression of the Redland Fault Complex. The higher elevations of the Colorado National Monument represent a vertical displacement of the Redland Fault Complex of in excess of 2000 feet. The Jacobs Ladder fault complex is located approximately 3 ½ miles south of this site along with numerous monoclines along the Colorado National Monument to the south, southwest.

The structural geology becomes less complicated a short distance north, northeast of the fault complex. The sedimentary rocks beneath this tract dip gently 3° to 7° to the north, northeast. These rocks dip or slope into the Piceance Basin, north of the Grand Valley.

The Grand Mesa which bounds the eastern portion of the Grand Valley is remnant of a small fissure volcano, which capped the Mesa with basalt. The Grand Mesa rises to an elevation of 10,800 feet on the eastern portions

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and is approximately 5,400 feet above the general elevation of the Grand Junction area. There are numerous slumps, slope failures and glacial influences on and around the mesa which have created its current geomorphology.

Several small anticlines, synclines and monoclines have been identified in the pediment area leading up to the Bookcliffs, several miles West, North and Northwest of this tract. The Bookcliffs represent the extreme southeast margin of the Piceance Basin, which hosts the largest oil shale reserve in the United States. Some minor faulting is located near the Colorado/Utah State Line, approximately 30 miles northwest of this site. This faulting is associated with several small, mapped anticline structures.

Seismic events have occurred near the greater Grand Junction area, but have not been further identified as to source. It is believed the Glade Park Fault, which is west of the Jacobs Ladder Fault Complex and the Ladder Creek Monocline would have some potential for these low intensity earth quakes. These events, within the greater Grand Junction area, were evaluated as having Richter Magnitudes up to and including 4.4, with no reported damages.

General information concerning the area geology is contained in:

1. CASHION, W.B., 1973, Geologic and Structure Map of the Grand Junction Quadrangle, Colorado and Utah, U.S.G.S. Misc. Geol. Invest, Map I-736.
2. HART, S.S., 1976, Geology for Planning in the Redlands Area, Mesa County, Colorado, C.G.S. Map Series 5, 4 p.
3. LOHMAN, S.W., 1963, Geologic Map of the Grand Junction Area, Colorado, U.S.G.S. Misc. Geol, Invest., Map I-40d
4. LOHMAN, S.W., 1965, Geologic and Artesian Water Supply, Grand Junction Area, Colorado, Professional Paper 451, 149 p.
5. SCHWOCHOW, S.D., 1978, Mineral Resources Survey of Mesa County, Colorado, C.G.S. Resource Series 2, 109 p.
6. WHITNEY, J.W., 1981, Surficial Geologic Map of the Grand Junction Quadrangle, Colorado and Utah, U.S.G.S. Misc. Geol. Invest., Map I-1289.
7. WILLIAMS, P.L., 1964, Geology, Structure and Uranium Deposits of the Moab Quadrangle, Colorado and Utah, U.S.G.S. Misc. Geol. Invest, Map I-360, 2 p.

### SITE GEOLOGY

The site is underlain by the Brushy Basin Member of the Morrison Formation of Jurassic Age. The Morrison Formation is a varicolored assemblage of beds of siltstone, mudstone, sandstone, some conglomerate, limestone and possibly some bentonite or volcanic ash. The Morrison Formation is more easily erodible than the overlying Burro Canyon Formation and therefore creates moderate to steep slopes between more resistant sandstone ledges and cliffs. In arid climates the Morrison Formation may create a 'badland' type topography. The Brushy Basin forms silt and clay soils with moderate to very high expansive potentials.

Riggs Hill is 'capped' with a prominent sandstone member, interpreted by Grand Junction Lincoln DeVore, Inc. as the Buckhorn Sandstones, of the Burro Canyon Formation. The Burro Canyon Formation is primarily composed of sandstone and shale. Locally, a thin conglomerate composed of chert is often times present at the basal portion of the Burro Canyon Formation. The Burro Canyon has a distinct pale green color, primarily from the shales. This section of the Burro Canyon Formation, exposed along the ridge line of Riggs Hill, is composed of a relatively resistant, well cemented, fine to coarse grain sandstone. Some sandstone strata are poorly cemented, very porous and more easily eroded.

Due to the erosion resistant 'caprock' of the Buckhorn Sandstone, the underlying Brushy Basin Member of the Morrison Formation has created steep slopes with numerous slope failures on the Riggs Hill perimeter slopes and minor rock fall areas. The slope areas which are not capped by sandstone are experiencing soil creep and contain more stable, but less steep slopes.

The thin to very thin surficial soils in the building areas on site are composed of clayey sand and clayey silty sand. The colluvial soils are derived from the slopes of Riggs Hill to the south. These surficial soils have a moderate to high expansion potential when found in a medium dense condition.

The Morrison Formation and underlying sedimentary beds dip gently (approximately 3° to 7° on this site) to the north, northeast, into the Piceance Basin. The dip of the sedimentary rocks becomes very steep near the base of the Colorado National Monument, approximately 1 miles to the west and southwest.

The thin to moderately thick colluvial soils on the upper to lower slopes are a product of weathering and erosion of the Morrison Formation, which is exposed on the hillsides to the east and north. These soils are present on the hill sides and vary in thickness from only inches to possibly more than 15 feet, in the extreme case of a small slope failure mass, south of the building site on Lot 3.

### GROUND WATER

The Redlands First Lift Canal is located on the northern boundary of this site. There may be some leakage associated with the canal that contributes to some minor ground water/moisture fluctuations within 100 feet of the canal.

Ground water in this area is quite variable. No shallow water table was encountered during our site reconnaissance. It is apparent that a temporary, shallow perched water develops in the proposed road/cul-de-sac area, after precipitation events.

Deeper ground water on The Redlands is within several confined aquifers. Some of these waters are potable. Exploratory well information available to Grand Junction Lincoln DeVore, Inc. and the U.S. Geological Survey Professional Paper # 451, Geology and Artesian Water Supply, Grand Junction area, Colorado, S.W. Lohman, 1965, provides drillers logs of several nearby wells which penetrate some of the confined aquifers. Making corrections for topography and the structural dip of the beds, only small amounts of potable ground waters are expected within the underlying Somerville Formation or the Entrada Sandstone. This general area is believed to be structurally 'too high' for recovering significant amounts of potable ground waters and is actually within the recharge area for the aquifers. The Redlands Area is near vicinity to the Redlands Fault Complex is generally considered to be in ground water re-charge area for the Artesian Water Supply. Ground water normally travels through the surface soils and down fractures to resistant beds of shale or sandstone within the underlying rock sequence.

### SURFACE WATER

The majority of surface drainage on this site is going to originate from the north facing slopes of Riggs Hill. This particular areas is somewhat of a basin and may at times of heavy precipitation become inundated, proper storm water containment and drainage issued should be addressed prior to development. There's an array of small gullies which run down the slopes of Riggs Hill that may require improvements in the building and road areas. It is anticipated much of the gully improvements would occur at the time of individual lot development.

Limekiln Gulch is west of this tract is along the west limits of Desert Hills Subdivision. The Limekiln Gulch flood plain has been previously studied by Lincoln DeVore, Inc., with emphasis from South Broadway and about ½ mile north. Based upon this previous study we believe Limekiln Gulch poses no immediate flooding hazard to the Rocky Heights Subdivision. The Rocky Heights Subdivision is protected by a higher elevation and the presence of Riggs Hill to the south. As development in this portion of the Redlands Area continues to encroach on the Limekiln Gulch Drainage basin, the Limekiln Gulch flood plain may be aggravated, possibly affecting access to this subdivision and the Desert Hills Subdivision from South Broadway.

The Redlands First Lift Canal bounds the north end of the property and is active during irrigation season. It is believed that any leakage or flooding associated with this Lift Canal will have little direct effect on the proposed building areas. The proposed road/cul-de-sac area is relatively low and may be affected by any local flooding from the Redlands First Lift Canal.

### ECONOMIC GEOLOGIC DEPOSITS

Any seasonal 'perched' ground water on this site would probably contain large amounts of soluble sulfate salts and other minerals. The upper, seasonal 'perched' water normally encountered on The Redlands is not considered to be potable.

The confined waters of The Redlands & Orchard Mesa Artesian Water System, normally found in the Dakota, Summerville and Entrada Formations, are not anticipated to be encountered or may be present in limited amounts, due to the 'structural position' of this subdivision in relation to the known aquifer properties.

Some petroleum and significant amounts of natural gas have been prospected for and extracted from the

Dakota, Burro Canyon and Morrison Formations in the Grand Valley. Minor prospecting for Oil and Natural Gas occurred in The Redlands area before 1940. This Oil and Natural Gas prospecting discovered The Redlands & Orchard Mesa Artesian Water System. The established producing gas fields are in the Bookcliffs, approximately 15 miles north and northeast of this site and on the slopes of Grand Mesa and Chalk Mountain to the east of the site. To our knowledge, recent exploration for natural gas or petroleum has not been accomplished in this portion of the Grand Valley. It is possible that natural gas deposits are present beneath this site but, development of these resources is prohibitive at this time and has not been considered an issue within this portion of the Grand Valley.

Radioactive ores have been mined from the lower Burro Canyon and Morrison Formations, in the Uncompahgre Uplift to the south. Some prospecting has occurred in the Redlands but, no reports of significant ores are known to Grand Junction Lincoln DeVore, Inc. In general, the producing mines and significant deposits are located more than 20 miles south of this site. Due to the exposures of these formations on and near this site, it is not believed that significant deposits would have been overlooked or that such deposits would adversely affect this site.

#### GEOLOGIC HAZARDS

Utilizing recent events and standard preliminary evaluation techniques, this tract is considered to adjacent to the margins of a potentially active debris flow hazard areas (upper Limekiln Gulch). To our knowledge, no detailed hydrologic studies of the potential for debris flow originating in the upper canyons within the Colorado National Monument have been undertaken. The existing storm drainage from these canyons pass to the west (Limekiln Gulch) and to the southeast (Goat Draw) of this tract.

In general, Grand Junction Lincoln DeVore, Inc., believes that small debris flow hazards which may affect the Rocky Heights Subdivision exist within the readily identified gullies which originate on Riggs Hill, to the south. These small debris flow hazards are believed to be contained within the existing gullies. These small debris flow hazards would probably take on the appearance of extremely dirty or muddy storm waters. Grand Junction Lincoln DeVore, Inc., cautions that normal storm water drainage computations will suggest that these gullies may be somewhat oversized but, the entire capacity of the individual gullies must be maintained during and after development.

It is anticipated the Morrison Formation will probably be encountered during excavation for building foundations on most of the lots. The Morrison Formation normally exhibits moderate to moderately high expansive properties. It is probable the Morrison Formation will affect the construction and the performance of most building foundations on the site. Geotechnical and Structural engineering practices and construction techniques normally employed in this area should be sufficient to properly address the possibility of shale and claystone heaving on this site. The expansive properties of the Morrison Formation are anticipated to be the principal geologic concern on this tract.

The tract will be subject to large duration or short duration/high intensity precipitation events on the tract and the north facing slopes of Riggs Hills. An on site drainage plan is required and has been accomplished by LANDesign to properly control storm waters which may enter this site from the



south and east and storm waters which are generated on site. Such a study is beyond the scope of this report. In general we recommend that natural drainage ways be maintained, if possible. Some drainage may require redirection. The existing gullies on this tract have become naturally 'stabilized' with a coarse gravel and rock fragment 'pavement'. Excellent examples are the gullies on Lot 4 and between Lots 4 & 5. This type of gravel and rock fragment 'pavement' is recommended for gully reconstruction or realignment.

The tract borders and contains steep slopes which are associated with the bluff to the south of the tract. Most of the slopes are Morrison Formation, with the basal mudstones and Sandstones (Cedar Mountain Sandstones) of the Burro Canyon Formation being exposed at the top of the bluffs. These slopes range from very gentle to very steep in the southern portion of the tract. These slopes are in excess of 100 feet high. Some ancient slope failures have been mapped at the south, port of this tract. Much of these slopes, particularly the steeper and higher slopes, must be considered as unstable. The less steep and lower slopes should be considered as Potentially Unstable. The unstable and potentially unstable slopes are generally south of the building envelopes/set backs.

Some ancient slope failures have been observed in the southern portion of this tract and on the upper slopes of Riggs Hill and further northeast. A very prominent slope failure complex is present on the west end of Riggs Hill and extends into the Limekiln Gulch. The ancient slope failures which directly affect the Rocky Heights Subdivision are somewhat eroded. These slope failures also include large accumulations of thick sandstone fragments (boulders) and nearly intact sandstone 'ledges'. These sandstones were determined to be very similar to or identical to typical exposures of the basal Burro Canyon Sandstones/Cedar Mountain Sandstones) which are exposed at the top of the bluff. **These ancient failures do not appear to have a significant potential of being re-activated but, will be subject to down slope 'creep'.** The failure planes within these soil/rock masses will provide avenues for water entry into the soils and weathered Morrison Formation in the lower slopes. Extensive excavation, greater than 3 feet deep, is not recommended on any slopes greater than 20% [5:1(horizontal to vertical)].

The slopes on the south and southeast of the tract contain minor amounts of rock fall and significant amounts of soil, gravel and small to large boulders which have been moved down the slopes of rock rolling and active soil creep. This active soil creep is probably associated with periods of increased rain fall/precipitation.

Large accumulations of boulders are present at the heads of some of the gullies and areas of active erosion. Many of these boulders have become detached from the rock outcrops, as the underlying mudstones and claystones are softened and slowly creep down the slope or under go slow slope failure. In the middle and lower portions of the slope, the boulders are mostly oriented with the original upper rock surface being reasonably upright, indicating little rolling has occurred. The majority of the lower boulders also have significant accumulations of soil against the up hill side.

In order to better define the hazards of rock fall/rolling, the slopes were analyzed using the Colorado Rockfall Simulation Program. Additional field studies, consisting of 'scaling' the existing slope (pushing and rolling rocks down the slope) was conducted. Our modeling with the computer program produced longer 'rollouts' than was physically experienced. The building envelopes/set backs for Lots 2 & 3 have

been modified on the enclosed plan. A relatively small percentage of the boulders appear to have been deposited near the proposed building areas of lots 3 & 4 by actual rolling processes. The boulders on the ground surface are actively moving down the hill side (both steep and gentle) by soil creep processes, due to the seasonal low strength of the underlying high plastic clays of the Morrison Formation. The building envelopes/set backs on these lots have been drawn on the Grand Junction Lincoln DeVore, In., modified drawing.

Analysis of the existing slopes, as they relate to rock fall/rolling hazard indicates that a significant source area or a significant rock fall/rolling hazards exists only above lots 3 & 4. Lot 1 is too far to the west and does not have significant slope below the rock outcrop at the top of Riggs Hill. Lot 2 has a very gentle slope, conducive to rock rolling but, the rock outcrop at the top of Riggs Hills is quite subdued and there is virtually no source of rocks. In addition, rocks tend to be directed slightly to the east, northeast and accumulate in the gully, adjacent to the very eroded slope failure mass that is present on the south or back side of Lot 3. It must also be noted that virtually no rocks or boulders are present in this gully area, until the very eroded slope failure mass is encountered. The majority of the rocks that are present on this eroded soil failure mass have been carried down the slope by this ancient failure mass. Lot 5 has virtually no slope above the lot and the potential for rock rolling onto this lot is essentially nil. The Building Setbacks for Rock Rolling/Sliding indicated on the attached diagram represent the building and significant excavation limits for these building lots. Further study may indicate that these Building Limits can be modified uphill but, any movement must be undertaken with the expectation that significant protection from Rock Rolling/Sliding may have to be constructed and maintained.

The prominent source of rocks for rolling or sliding onto lots 3 & 4 are produced on a slope failure mass which is situated near the top of the slope. This slope failure mass has slid and carried part of the rock outcrop down the slope approximately 70 feet vertically. During the process of this slope movement, the failure mass, to include the sandstone outcrop has become quite broken, resulting in many loose boulders. The extensive boulder field, shown on the Geologic Hazards Map as Significant Colluvium, is the evidence of the final disintegration and down slope movement of this sandstone ledge on the slope failure mass. It is interesting to note that the presence of this boulder field, shown as Significant Colluvium and Colluvium, results in a fairly rough ground surface which is not obvious on the topographic mapping. This surface roughness results in computer in put which must reflect the absorption of energy of rolling rocks by the rocks which are already in place.

The rock scaling exercise conducted by Grand Junction Lincoln DeVore on 11-21-02, confirms the analysis which must account for energy absorption. The undersigned, Edward M. Morris, P.E., had opportunity to engage in an informal discussion of this particular project with Mr. Bob Barrett, Geologist with the Yenter Companies. Mr. Barrett was involved in data accumulation for the Colorado Rockfall Simulation program and has extensive experience with rock fall/rolling with previous employment with the Colorado Department of Transportation. Mr Barrett had observed the site and was in general agreement with the undersigned that this tract experiences a relatively low rock fall/rolling hazard and that hazard appears to be limited to a small portion of the tract, which Grand Junction Lincoln DeVore's study has narrowed to lots 3 and 4.

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The medium to high plastic clays (shale, claystone & mudstone) of the Very Weathered Morrison Formation are susceptible to downslope 'creep' on the slight to moderate and steeper slopes. This downslope movement is most obvious during the wetter 'Spring' months. The surface colluvium (to include boulders) are carried along during these periods of downslope 'creep'. Significant excavation on the lower slopes, similar to that proposed by the previous Rockfall Containment Trench, the alternate Barrier Wall System and the accompanying water drain ditches would, in our opinion, triggered excessive downslope 'creep' and possible slope failure (shallow seated). **Minimal Slope Disturbance above the Building Setbacks shown on our diagram is strongly recommended.**

The site is underlain by the Brushy Basin Member of the Morrison Formation. The Brushy Basin Member of the Morrison Formation is known to produce radon gas. The presence or absence of radon gas has not been confirmed by Grand Junction Lincoln DeVore and is not a part of this particular investigation. Most measurements of radon gas in the Grand Junction area is associated with the use of radioactive mill tailings, often times utilized for man-made fill. **It is recommended that construction to be used for residential purposes be completed in a manner which would discourage the collection or trapping of naturally occurring radon gas.**

No evidence of mass wasting processes or other geologic hazards not listed in this report were observed on this site which would affect the development.

Underground mining is not known to have occurred in this area and ground subsidence due to man made activities or excessive amounts of natural solution of rock minerals was not observed or expected on this site.

The general geologic hazards which can be mapped are shown on the attached figure.

#### PRELIMINARY SUBSURFACE SOILS EXPLORATION

Following are general recommendations for residential foundation construction in the Rocky Heights Subdivision. This geotechnical data must be considered preliminary.

#### EXCAVATION & STRUCTURAL FILL

All earth work and grading for this site and individual lot development should be accomplished in accordance with the grading recommendations contained in this soils report and Chapter 18 of the IBC. We recommend that any excavations at or upslope from the Building Setback Lines, indicated on our enclosed diagram, be accomplished after the appropriate review by the Building Official, Chapter 18 of the IBC.

**Subgrade** Site preparation in all areas to receive structural fill should begin with the removal of all topsoil, vegetation, and other deleterious materials. Prior to placing any fill, the subgrade should be observed by representatives of Grand Junction Lincoln DeVore to determine if the existing vegetation has been adequately

removed and that the subgrade is capable of supporting the proposed fills. The subgrade should then be scarified to a depth of 10 inches, brought to near optimum moisture conditions and compacted to at least 90% of its maximum modified Proctor dry density [ASTM D-1557]. The moisture content of this material should be within + or - 2% of optimum moisture, as determined by ASTM D-1557.

**Structural Fill** In general, we recommend all structural fill in the area beneath any proposed structure or roadway be compacted to a minimum of 90% of its maximum modified Proctor dry density (ASTM D1557). We recommend that fill be placed and compacted at approximately its optimum moisture content (+/-2%) as determined by ASTM D 1557. Structural fill should be a granular, coarse grained, non-free draining, non-expansive soil. This structural fill should be placed in the overexcavated portion of this site in lifts not to exceed 6 inches after compaction. This Structural Fill must be brought to the required density by mechanical means. No soaking, jetting or puddling techniques of any type should be used in placement of fill on this site.

**Non-Structural Fill** We recommend that all backfill placed around the exterior of the building, and in utility trenches which are outside the perimeter of the building and not located beneath roadways or parking lots, be compacted to a minimum of 85% of its maximum modified Proctor dry density (ASTM D-1557).

**Structural Fill Soil** It appears that some of the material excavated from cut areas may be suitable for reuse as structural fill. Material to be approved shall be free of deleterious matter and oversized hard rock. We recommend that no predominantly clayey soils or claystones be included in the structural fill.

No major difficulties are anticipated in the course of excavating into the surficial soils on the site. It is probable that safety provisions such as sloping or bracing the sides of excavations over 4 feet deep will be necessary. Any such safety provisions shall conform to reasonable industry safety practices and to applicable OSHA regulations. The OSHA Classification for excavation purposes on this site is Soil Class .

**Field Observation & Testing** During the placement of any structural fill, it is recommended that a sufficient amount of field tests and observation be performed under the direction of the geotechnical engineer. The geotechnical engineer should determine the amount of observation time and field density tests required to determine substantial conformance with these recommendations. It is recommended that surface density tests be taken at maximum 2 foot vertical interval.

The opinions and conclusions of a geotechnical report are based on the interpretation of information obtained by random borings. Therefore the actual site conditions may vary somewhat from those indicated in this report. It is our opinion that field observations by the geotechnical engineer who has prepared this report are critical to the continuity of the project.

**Slope Angles** Allowable slope angle for cuts in the native soils is dependent on soil conditions, slope geometry, the moisture content and other factors. Should deep cuts be planned for this site, we recommend that a slope stability analysis be performed when the location and depth of the cut is known.

The thin surface soils are deposited over the dense formational material of the Morrison Formation of Jurassic

Age. The Morrison Formation is described as a colorful assemblage of thin bedded, mudstone, shales, claystones and thin to thick bedded sandstones and siltstones. The mudstones and shale may be slightly to moderately expansive. Some isolated beds of Morrison Formation are bentonitic, and therefore, are highly expansive.

Soil Type I was found as the 'top soil' and colluvial soils over much of the site. Soil Type I was classified as a medium plastic sandy clay (CL) under the Unified Classification System. This soil is a reddish color, is plastic and is very sensitive to changes in moisture content. Upon increasing moisture, these soils will tend to expand. Expansion tests using the Consolidation Apparatus, ASTM D-4546, Method C, were performed on relatively undisturbed samples of the soil and expansive pressures on the order of 1340 psf, at constant volume were found to be typical. The sample was subjected to additional test loads and total consolidation of 3.52%, at an applied load of 8200 psf was measured. With subsequent decreased moisture, these soils will tend to shrink, with some cracking upon desiccation. The allowable maximum bearing value was found to be on the order of 7000 psf. A minimum dead load of 1500 psf will be required. This soil was found to contain sulfates in detrimental quantities.

Soil Type II is weathered Morrison Formation. The Morrison Formation is quite variable and the geotechnical properties will vary at different locations and depths of sampling. Soil Type II was classified as a highly plastic clay (CH) under the Unified Classification System. This soil is a gray green color, plastic and is very sensitive to changes in moisture content. Upon increasing moisture, these soils will tend to expand. Expansion tests using the Consolidation Apparatus, ASTM D-4546, Method C, were performed on relatively undisturbed samples of the soil and expansive pressures on the order of 4100 psf, at constant volume were found to be typical. The sample was subjected to additional test loads and total consolidation of 1.89%, at an applied load of 8200 psf was measured. With subsequent decreased moisture, these soils will tend to shrink, with some cracking upon desiccation. The allowable maximum bearing value was found to be on the order of 10,000 psf. A minimum dead load of 4000 psf will be required. This soil was found to contain sulfates in detrimental quantities.

Indications of recent hill side creep were noted on this site, during the course of the field investigation. The soil on the individual building sites appear to be in a relatively stable condition at the time of investigation. However, great care is required to design any cuts and fills located south of the building envelopes/set backs in order to minimize the possibility of a large scale movement. We recommend that buildings be carefully placed on the site, properly and well drained. We recommend that any cuts and fills located south of the building envelopes/set backs should be minimized or completely avoided to avoid inadvertently triggering of hill side creep or mass movement.

At the time of our exploration, the landslide deposit on the south side of lot 3 appears to be in a relatively stable condition. Movement of the actual mass, consisting primarily of down hill creep, may occur during episodes of significant, probably long term, precipitation must be anticipated.

#### FOUNDATIONS

The moderate to moderately high expansive clays (swell pressure greater than 2500 psf) of the Morrison Formation will require extensive treatment for the use of shallow foundations. The following recommendations

assume that normal residential construction will be utilized. It is assumed that virtually all building sites within this subdivision will be subject to on going requirements of the Mesa County Building Department. These requirements include that all building sites be reasonably investigated by a Geotechnical Engineer prior to construction. A foundation design will be required for each individual site.

The three foundation types preliminarily recommended are as follows:

- A. The voided wall on grade foundation system for expansive soils should rest on a minimum of 1 and up to 6 feet of non-expansive structural fill which in turn rests on undisturbed subgrade soils of the Morrison Formation.
- B. The Post-Tensioned-Slab-on-Grade designed according to the manual. Design and Construction of Post-Tensioned Slabs-on-Grade, 2<sup>nd</sup> edition, published by the Post-Tensioning Institute, 1996.
- C. The drilled pier and fully voided grade beam system with the loads transferred to the piers which are imbedded in the Morrison Formation.

Recommendations given in this letter report are given for the shallow and deep foundation types.

### SHALLOW FOUNDATIONS

Assuming expansive clays are within 6 feet of the base of the foundation, and some amount of differential movement can be tolerated, then a conventional shallow foundation system, consisting of either a voided wall on grade or an isolated pad and grade beam system, underlain by a minimum of 1 foot and possibly up to 5 feet of non-expansive structural fill, resting on the relatively unweathered or moderately weathered expansive clays of the Morrison Formation, may be used. The structural fill must be placed in accordance with the recommendations contained within this report. Such a shallow foundation system, resting on the properly constructed structural fill, may be designed on the basis of an allowable bearing capacity of 9000+ psf maximum. In our opinion, A minimum bearing of 2000+ psf should be maintained.

Recommendations pertaining to balancing, reinforcing, drainage, and inspection are considered extremely important and must be followed. Contact stresses beneath all continuous walls should be balanced to within + or - 150 psf at all points. Isolated interior column footings should be designed for contact stresses of about 200 psf more than the average used to balance the continuous walls. The criteria for balancing will depend somewhat on the nature of the structure. Single-story, slab-on-grade structures may be balanced on the basis of dead load only. Multi story structures may be balanced on the basis of dead load plus one half live load, for up to three stories.

### POST-TENSIONED-SLAB-ON-GRADE

The possibility of utilizing a post tension slab on grade, designed according to the manual, Design and Construction of Post-Tensioned Slabs-on-Grade, 2<sup>nd</sup> edition, published by the Post-Tensioning Institute, 1996 may be utilized under certain conditions. Such a foundation assumes that similar soils conditions will exist beneath the entire foundation. This means that either collapsible or compressible type soils are beneath the

entire foundation or that expansive clays are beneath the entire foundation.

Such a post-tensioned slab requires heavy reinforcing to resist differential bending. Such a slab is normally designed as a ribbed slab, with a rim wall. This slab must be specifically designed for the anticipated loading and the subgrade soil conditions. Such a foundation system, if placed on the expansive soils, will heave to some degree but, differential movement is held to a minimum. In general, a post-tensioned slab design is most effective beneath a structure which is relatively simple, particularly which is rather rectangular or blocky in shape, is not long and 'strung out' or does not have large bump outs or complicated shapes.

Due to the arid conditions encountered in the Grand Valley area and on this site, pre-soaking of the excavated subgrade soils will be required. Such pre-soaking must be controlled so as to not affect any nearby structures. It is anticipated that pre-soaking would be for a minimum of 7 days and possibly for over 14 days. The purpose of this soaking is to bring the subgrade soil moisture into a condition which will approximate the final site landscaped condition. Significant moisture increases or decreases beneath a post-tensioned slab will result in significant movement.

Design criteria for a post-tensioned slab are given below, assuming that proper pre-soaking of the soils has occurred. This design criteria should be considered preliminary until the actual building foundation configuration and anticipated site development is known and communicated to Grand Junction Lincoln DeVore.

<u>Design Variable</u>	<u>Surface Soils Slightly Compressible</u>	<u>Morrison Formation Expansive</u>
Depth to Constant Section (z)	7'+	7'+
Modulus of Subgrade Reaction (k)	120 pci	100 pci
Edge moisture variation, $e_m$ , edge lift	2.5 feet	2.5 feet
Edge moisture variation, $e_m$ , center lift	5.2 feet	5.2 feet
Differential swell, $Y_m$ , center lift cond.	0.196	0.246
Differential swell, $Y_m$ , edge lift cond.	0.164	0.206
Estimated Differential Settlement	0.5 inch	-

*Assumes all report recommendations are followed*

#### DEEP FOUNDATIONS/DRILLED PIERS

Based upon our experience in this area and due to rather poor surface and subsurface drainage conditions of the subdivision, a drilled pier foundation system may not be the preferred system. It must be noted that a drilled pier and fully voided grade beam system is quite rigid and will be quite sensitive to relative differential movements of the individual piers. In addition differential movement between Concrete Slabs on Grade and Drilled Piers is usually maximized. The potential of subsurface, perched water, permeable strata and open/deep fractures (fissures) in the Morrison Formation indicates that an 'Stable Zone Below The Active Zone

(Zone of Seasonal Moisture Change) can not be adequately defined at this period of time, partially due to changing environmental conditions caused by development. The risk of deep wetting of the Morrison, with subsequent heave of the drilled piers, is substantial. The following recommendations given for drilled piers assume that deep wetting of the Morrison Formation does not occur.

For purposes of these report recommendations, the foundation excavation is estimated to be between 1 to 8 feet below the original ground surface, taken at the time of our field observations.

We recommend that drilled piers have a minimum shaft length of 16 feet and be embedded at least 16 feet into the slightly weathered to relatively unweathered Morrison Formation. At this level, these piers may be designed for a maximum end bearing capacity of 22,000 psf, plus 120 psf side support considering only the side wall area embedded in the bedrock. Due to the expansive potential of the bedrock, a minimum dead load uplift is required, consisting of a point uplift which can range from 3000 psf to 8000 psf and 500 psf to 1200 psf side uplift, based on the side wall embedded in the bedrock. Due to the relatively high potential of uplift forces on the pier side, the use of shear rings placed at one foot intervals in the bottom 4 feet of the piers may be required to reduce pier uplift. **The individual site design perimeters for drilled piers must be obtained from an individual, on site soils exploration performed by a Geotechnical Engineer.** The overburden over much of this site is soft and no supporting or uplift values are assigned to this material in this preliminary report. The weight of the concrete in the pier may be incorporated into the required dead load.

*It is very important that the foundation design specifically indicate both the minimum and maximum pier length allowed into the bearing strata.* This information is required for proper field evaluation and observation during the drilling of the piers.

It is recommended that the bottoms of all piers be thoroughly cleaned prior to the placement of concrete. The amount of reinforcing in each pier will depend on the magnitude and nature of loads involved. As a rule of thumb, reinforcing equal to approximately ½ of 1% of the gross cross-sectional concrete area should be used. Additional reinforcing should be used if structural conditions warrant. We recommend that reinforcing extend through the full length of pier.

To minimize the possibility of voids developing in the drilled piers, concrete with a slump of 5 to 6 inches is recommended. We recommend that piers be dewatered and thoroughly cleaned of all loose material prior to placing the steel cage and concrete. The pier excavation should contain no more than 2 inches of free water unless the concrete is placed by means of a tremie extending to the bottom of the pier. A free fall in excess of 15 feet is not recommended when placing concrete in drilled piers. We recommend that casing be pulled as the concrete is being placed and that a 5 foot head of concrete be maintained while pulling the casing. It is recommended that drilled piers be plumb with 2% of their length and that the shaft maintain a constant diameter for the full length of the pier and not allowed to "mushroom" at the top.

#### DRILLED PIER OBSERVATION

The foundation installation for drilled piers should be continuously observed by a representative of Grand Junction Lincoln DeVore to determine that the recommended bearing material has been adequately penetrated and that soil conditions are as anticipated by the exploration. This observation will aid in attaining an adequate



foundation system. In addition, abnormalities in the subsurface conditions encountered during foundation installation can be identified and corrective measures taken as required. Grand Junction Lincoln DeVore requires a minimum of one working day's notice, and a copy of the foundation plan, to schedule any field observation.

#### GRADE BEAMS

A reinforced concrete grade beam is recommended to carry the exterior wall loads in conjunction with the deep foundation system. We recommend that this grade beam be designed to span from bearing point to bearing point and not be allowed to rest on the ground surface between these points. We recommend a minimum 4 inch high void space be left between the bottom of the grade beam and the subgrade below due to the expansive nature of the subgrade soils.

#### STRUCTURAL FILL/SOIL IMPROVEMENT

For use in conjunction with a shallow foundation system, a structural fill is recommended to either "mask" the effects of the underlying expansive clays or to aid in correcting collapsible soils within a few feet of the foundation and to aid in providing a less rigid foundation system, in relation to the foundation soils. This structural fill may be placed in conjunction with structural fill beneath concrete slabs on grade. The existing subgrade soils should be removed to a depth of 1 foot to 6 feet below the proposed bottom footing elevation.

*The excavation/fill width is to extend at least the depth of the structural fill from both the interior and exterior of the proposed foundation wall or bearing pad in the case of collapsible soils. In the case of expansive soils, the width of the structural fill beneath the pads may be reduced 40% to 50%. Once it is felt that adequate soil removal has been achieved, it is recommended that the excavation be closely examined by a representative of Grand Junction Lincoln-DeVore to ensure that an adequate over excavation depth has indeed occurred and that the exposed soils are suitable to support the proposed structural man-made fill.*

At the specific direction of the Geotechnical Engineer, it is appropriate to extensively water soak the over-excavated portion of the site for at 3 days and up to 7 days, prior to the installation of the perimeter drain and the structural fill. The purpose of this wetting or soaking is to allow some immediate relief from swelling pressures expansive soil strata of the Morrison Formation and to aid in compaction and stabilization of any metastable strata in the weathered zone. This wetting or soaking must be controlled and not allowed to adversely affect nearby structures.

After any required soaking has been accomplished, the subgrade soils are to be mechanically compacted to a minimum of 86% of the soils maximum Modified Proctor dry density (ASTM D-1557) for a depth of at least 6 inches.

Once this examination has been completed, it is recommended that a coarse-grained, non-expansive, non-free draining man-made structural fill be imported to the site. Non-Expansive, Native soils may be utilized as structural fill, if specifically approved by the Geotechnical Engineer. *The upper 6" to 12" (minimum) of the fill is to be a sandy gravel (minus 3/4" & GM/GW) or a gravelly sand (minus 3/4" & SM/SW).* The structural fill should be placed in the overexcavated portion of this site in lifts not to exceed 6 inches after compaction. A minimum of 90% of the soils maximum Modified Proctor dry density (ASTM D-1557) must be maintained during the soil placement. These soils should be placed at a moisture content conducive to the required

compaction (usually Proctor optimum moisture content  $\pm$  2%).

Very low expansive to non-expansive, native soils may be utilized as structural fill, if specifically approved by the Geotechnical Engineer. If these native soils have a slight expansive potential, the soils should be placed as structural fill in lifts not to exceed 6 inches after compaction. These soils must not be over compacted but, compacted wet of the soils 'optimum' moisture content. These soils should be placed at a minimum of 86% and a maximum of 92% of the soils maximum modified proctor dry density, ASTM D-1557. These soils must be placed at a moisture content conducive to the required compaction, while being wet of the 'optimum' moisture content. These soils must be placed at 'optimum' moisture content or up to 4% over 'optimum' moisture content.

The granular material must be brought to the required density by mechanical means. No soaking, jetting or puddling techniques of any type should be used in placement of fill on this site. To confirm the quality of the compacted fill product, it is recommended that surface density tests be taken at maximum 2 foot vertical intervals.

It is recommended that any required perimeter drain be placed in the exterior portion of the structural fill, at the base of the fill, in order to prevent or at least minimize the collection of water in the soils and fill beneath the structure.

#### FROST PROTECTION

We recommend that the bottom of all foundation components rest a minimum of 1-1/2 feet below finished grade or as required by the local building codes. Foundation components must not be placed on frozen soils.

#### HEAVE (SWELL)

We anticipate that total and/or differential heaves due to swelling soils for the proposed structures may be considered to be within tolerable limits, provided the recommendations presented in this report are fully complied with. In general, we expect total heaves for the proposed structure to be less than 1 inch.

#### SEISMIC DATA

Utilizing the criteria of the 2000 International Building Code, Section 1615 and our interpretation of figures 1615(1) and 1615(2), Structures in Grand Junction, Colorado should be designed with Special Response Acceleration factors,  $S_s=0.35$  &  $S_1 = 0.08$ . Based upon our analysis of the soils which are expected to be present beneath the building foundations, the Site Classification is **B**. These values can be used to determine the Values of Site Coefficient,  $F_s$  &  $F_v$ , from Tables 1615.1.2(1) & 1615.1.1(2), to calculate  $S_{ms}$ ,  $S_{m1}$ ,  $S_{ps}$  &  $SP1$  and to determine the Seismic Design Categories from Tables 1616.3(1) and 1616.3(2).

#### CONCRETE SLABS ON GRADE

Slabs could be placed directly on the natural soils or on a structural fill. It must be anticipated that slabs on grade which are placed on or near expansive soils will experience heaving. The amount of heave is very difficult to predict but, for low to moderately expansive soils, total slab heave of 1 to 3 inches is considered normal. Such heave often results in slab cracking. Any increases in soil moisture on this site will result in some amount of soil and slab heaving.

A recommended Design/Construction alternative is to dispense with slab-on-grade construction and use a structural floor system. A structural floor system may be either a structural reinforced concrete slab or a structural wood floor system suspended with floor joists. Each system would utilize a crawl space. This alternative would substantially reduce a potential for post construction slab difficulties due to the expansive properties of the Mancos Shale Formation.

Another alternative is to install a three foot "buffer zone" of non-expansive, non-free draining, granular soil beneath the slab on grade. This would mitigate the potential for slab movement; however, some potential for movement still exists. Should this alternative be selected, we would recommend that the following be performed:

1. Non-expansive, non-free draining, compactable granular soils should be selected for the "buffer zone". The granular soils should contain less than 20% of the material, by dry weight, passing the U.S. No. 200 Sieve. We recommend that the geotechnical engineer be contacted to examine the soils when they are selected, to substantiate that they comply with the recommendations.
2. The perimeter drain for the structures should be located at the elevation equal to or deeper than the "buffer zone". This is to reduce the potential for a "bathtub" effect" which may cause the slab to heave. The "bathtub effect" is created when water is allowed to seep into the "buffer zone" and then becomes trapped since the underlying clay soils have a much lower permeability rate than the "buffer zone" material. Therefore, water may accumulate in the "buffer zone" and subsequently wet the clay soils and cause them to expand.
3. All the non-bearing partitions which will be located on the slabs should be constructed with a minimum 1-1/2 inches of void space at the bottom of the wall. This space would allow for the future upward movement of the floor slabs and minimize damage to walls and roof sections above the slabs. The space may require rebuilding after a period of time, since heaving produced by the soils may exceed 1-1/2 inches.
4. We recommend that all slabs being placed on the "buffer zone" be non-reinforced and constructed to act independently of the other structural portions of the building. One method of allowing the slabs to float freely is to use expansion material at the slab-structure interface. Slab sections up to 256 sq. ft. are successfully placed, using appropriate concrete mixes and placement techniques common to good workmanship in this area. Unless specifically designed, control joints should be placed no more than 16 feet on center in each direction. Additional joints should be placed at columns and at inside corners. *We further recommend additional joints placed 2 to 3 1/2 feet off and parallel to foundation wall.* These control joints should control the cracking of the slab should the underlying soils come in contact with water.
5. Plumbing and utilities should be minimized in the under slab areas where feasible. All plumbing and utilities which pass through the slabs must be 'isolated from the slab' with expansion joints or sleeves. It is recommended that 2 inches of slab movement be anticipated and utility construction, to include any duct work, all for this movement.

If a vapor barrier is desired beneath slabs, we recommend that it be overlain by at least 2 inches of well-graded sand to decrease the likelihood of curing problems. An alternate method of reducing finishing problems would be to place the vapor barrier beneath approximately 6 inches of a minus 3/4 inch, well-graded gravel fill. This method must be very carefully accomplished to minimize excessive puncturing and tearing of the vapor barrier.

Problems associated with slab 'curling' are usually minimized by a 'low shrinkage' concrete mix design, placing distributed reinforcing steel in the slab, thickening of slab edges (to include construction joints) and proper curing of the placed concrete slab. This period of curing usually is most critical within the first 5 days after placement. Proper curing can be accomplished by minimizing moisture loss at the top slab surface. This may be accomplished utilizing continuous water application to the concrete surface or, in some instances by the placement of a 'heavy' curing compound, formulated to minimize water evaporation from the concrete. Curing by continuous water application must be carefully undertaken to prevent the wetting or saturation of the subgrade soils.

#### DRAINAGE AND GRADIENT

Adequate site drainage should be provided in the foundation area both during and after construction to prevent the ponding of water and the wetting or saturation of the subsurface soils. We recommend that the ground surface around the structure be graded so that surface water will be carried quickly away from the building. The minimum gradient within 10 feet of the building will depend on surface landscaping. We recommend that paved areas maintain a minimum gradient of 2%, and that landscaped areas maintain a minimum gradient of 8%. It is further recommended that roof drain downspouts be carried at least 5 feet beyond all backfilled areas and discharged a minimum 10 feet away from the structure. **Proper discharge of roof drain downspouts may require the use of subsurface piping in some areas.** Under no circumstances should a 'dry well discharge' be used on this site, unless specifically sited by a Geotechnical Engineer. Planters, if any, should be so constructed that moisture is not allowed to seep into foundation areas or beneath slabs or pavements.

The existing drainage on the site must either be maintained carefully or improved. We recommend that water be drained away from structures as rapidly as possible and not be allowed to stand or pond near the building. We recommend that water removed from one building not be directed onto the backfill areas of adjacent buildings. We recommend that a hydrologist or drainage engineer experienced in this area be retained to complete a drainage plan for this site.

Should an automatic lawn irrigation system be used on this site, we recommend that the sprinkler heads, irrigation piping and valves be installed no less than 5 feet from the building. In addition, these heads should be adjusted so that spray from the system does not fall onto the walls of the building and that such water does not excessively wet the backfill soils.

It is recommended that lawn and landscaping irrigation be reasonably limited, so as to prevent undesirable saturation of subsurface soils or backfilled areas. Several methods of irrigation water control are possible, to include, but not limited to:

- \* Metering the Irrigation water.

- \* Sizing the irrigation distribution service piping to limit on-site water usage.
- \* Encourage efficient landscaping practices.
- \* Enforcing reasonable limits on the size of high water usage landscaping for each lot and any park areas.
- \* Incorporating 'xeriscaping' landscaping and irrigation techniques.

A plastic membrane placed on any Crawlspace ground surfaces may retain/trap excessive amounts of water beneath the membrane. If future moisture problems develop or are anticipated, the Foundation Design Engineer or the Geotechnical Engineer may require that the membrane be partially or completely removed from the crawlspace area.

Provided all recommendations found herein pertaining to site surface drainage, grading and soil compaction are closely followed, a perimeter foundation drain would not be required. For fully finished basements, however, the use of a perimeter foundation drain would significantly reduce potential moisture related problems which can arise from subsequent area development.

The existing drainage on the site must either be maintained carefully or improved. We recommend that water be drained away from structures as rapidly as possible and not be allowed to stand or pond near the building. We recommend that water removed from one building not be directed onto the backfill areas of adjacent buildings. We recommend that a hydrologist or drainage engineer experienced in this area be retained to complete a drainage plan for this site.

It is recommended that the natural drainage, existing prior to construction, be disturbed as little as possible by final grading. In particular, we recommend that water not be channeled along or across any newly filled areas, as this may result in accelerated erosion of the fill areas. To fully minimize erosion, a vegetative cover should be established as soon after grading is complete as possible.

#### PAVEMENTS

Samples of the surficial native soils that may be required to support pavements have been evaluated using the Hveem-Carmany method (ASTM D-2844) to determine their support characteristics. The results of the laboratory testing are as follows:

AASHTO Classification - A-6(10) Unified Classification - CL/CH

R	=	7 - Swell is Critical
Expansion @ 300 psi	=	54.6 psf
Displacement @ 300 psi	=	4.88

Displacement values higher than 4.00 generally indicate the soil is unstable and may require confinement for proper performance.

Traffic Counts or anticipated volumes have not been provided to Grand Junction Lincoln DeVore. We have assumed an EAL=5 for the interior, Low Volume, Residential Streets.

The 1986/94 AASHTO design procedure, recognized by the Colorado Department of Transportation, with a design life of 30 years was used, with an annual growth rate of 3%. Based upon the existing topography, the anticipated final road grades and subsurface soils conditions encountered during the drilling program, a Drainage Factor of 0.6 (1986/94 AASHTO procedure) has been utilized for the section analysis.

**Calculated Pavement Sections**

18K EAL = 5 Low Volume Residential

AC	3" or 4"	3" or 4"	AC
ABC	15" or 9"	6" or 6"	ABC
Subbase	0" or 0"	10" or 4"	Subbase
	12"	12"	Compacted Subgrade

**PAVEMENT SECTIONS, Possible Unstable Subgrade Soils**

**SUBGRADE IMPROVEMENT, MECHANICALLY STABILIZED FILL**

Based on the soil support characteristics outlined above, We recommend the following Structural Fill Sections for several levels of unstable subgrade (pumping), due to permanent or seasonally soil moisture. Subgrade soils are assumed to be either fine grained sand (SM), Silt (ML), lean clay (CL) or Silty Clay (ML-CL). These sections assume the Subgrade Soils have an R Value >10.

*Very Minor Instability, Less than 2 inch Rutting during Proof Rolling*

- 3" asphaltic concrete AC
- on 6" of aggregate base course ABC
- on 10" of subbase aggregate
- on Geotextile for separation and minor reinforcement (minimum Grab Strength of 120 lbs.)
- on Reworked, Compacted Subgrade Soil

*Minor Instability, 2 to 4 inches of Rutting during Proof Rolling*

- 3" asphaltic concrete AC
- on 6" (minimum) of aggregate base course ABC
- on Geotextile or Biaxial Geogrid for reinforcement (req. If subbase/structural fill is rutting)
- on 8" of subbase/structural fill
- on Geotextile for separation and reinforcement (minimum Grab Strength of 180 lbs.)
- on Reworked, Compacted Subgrade Soil

*Moderately Severe Instability, Over 4 inches of Rutting during Proof Rolling*

- 3" asphaltic concrete AC (
- on 6" (minimum) of aggregate base course ABC
- on Geotextile or Biaxial Geogrid for reinforcement

- (product use will depend on degree of instability)
- on 12" (minimum) of subbase/structural fill
  - on Geotextile for separation and reinforcement (minimum Grab Strength of 180 lbs.)
  - on Slightly Reworked, Leveled Subgrade Soil

Due to the possibility of very high soil moisture in the subgrade soils, the use of a Geotextile Fabric for separation and minor reinforcement placed beneath the Structural Section, may be required along these road alignments. It is recommended a woven fabric, such as Amoco 2002 or Contech C-180 or Mirafi 500-X, be utilized unless free water is present in the excavation. If free water is present, the non-woven fabric, such as Amoco 4547, Contech C-50NW or Mirafi 140N, while possessing lower strength generally provides better constructability. If required, Equivalent Reinforcement Strength can be obtained by using Amoco 4552 or Contech C-70NW or Mirafi 180N. The upper layer of Biaxial Geogrid or Geotextile for reinforcement, placed beneath the Aggregate Base Course and the Subbase/structural fill, may not be required, depending on actual field conditions.

The additional materials and effort expended in subgrade stabilization is to provide a construction platform, so the actual Road Section can be placed and compacted. The specific areas which will require placement of the Geotextile Fabric will depend on the actual conditions encountered during construction. The subgrade and road section construction should be monitored by representatives of the Geotechnical Engineer.

Geotextile Fabric for separation and minor reinforcement should be either a woven with a minimum Grab Strength of 180 lb., in the weakest direction (such as Amoco 2002 or Contech C-180 or Mirafi 500-X). If free water is encountered, Equivalent Reinforcement Strength ( minimum Grab Strength of 180 lb., in the weakest direction) can be obtained by using Amoco 4552 or Contech C-70NW or Mirafi 180N may be used for better constructability. In instances requiring only separation properties, a non-woven/needle punched Geotextile with a minimum Grab Strength of 120 lbs., in the weakest direction (such as Amoco 4506, Contech C-50NW or Mirafi 140N) may be utilized, even though it is a weaker fabric.

Biaxial Geogrid for reinforcement shall have a minimum Tensile strength @ 5% Strain of 550 lb/ft., in the weakest direction (such as Tensar BX 1100).

The imported structural Fill (Hveem-Carmany R>70 , swell not critical) is to be Granular, Medium to Coarse Grained, Very low plastic (PI<4), Non Freedraining, Compactable and within the following Gradation:

Maximum size, by screening	8"
Passing the #4 screen	20% - 85%
Passing the #40 screen	10% - 60%
Passing the #200 screen	3% - 15%

The maximum aggregates size may be exceeded if the contractor can provide evidence of proper compaction of the matrix material while avoiding excessive particle size segregation of the fill material or avoiding excessive overworking of the subgrade soils.

Imported Structural Fill and Aggregate Base Course (ABC) to be compacted to 90% of its maximum Modified Proctor dry density (ASTM-D-1557) at a moisture content within  $\pm 2\%$  of optimum moisture. The use of light weight tracked equipment will minimize subgrade degradation, vibratory compaction equipment is not recommended.

During the placement of any structural fill, it is recommended that a sufficient amount of field tests and observation be performed under the direction of the Geotechnical Engineer. The Geotechnical Engineer should determine the amount of observation time and field density tests required to determine substantial conformance with these recommendations.

Any areas of Fill or Subgrade instability encountered during construction are to be immediately brought to the attention of the Geotechnical Engineer, so recommendations for stabilization can be given.

The Subgrade Stabilization is normally considered effective if the imported structural fill materials are confined, if specified imported fill and specified asphalt densities are obtained and the final traffic surface is stable according to local practices. Some 'pumping and rolling' of the finish Base Course (ABC) surface is anticipated but, rutting should not occur.

#### **PAVEMENT SECTION CONSTRUCTION** **FLEXIBLE PAVEMENT**

We recommend that the asphaltic concrete pavement meet the State of Colorado requirements for a Grade C mix. In addition, the asphaltic concrete pavement should be compacted to a minimum of 95% of its maximum Hveem density. The aggregate base coarse should meet the requirements of State of Colorado Class 5 or Class 6 material, and have a minimum R value of 78. We recommend that the base coarse be compacted to a minimum of 95% of its maximum Modified Proctor dry density (ASTM D-1557), at a moisture content within + or -2% of optimum moisture. The native subgrade shall be scarified and recompacted to a minimum of 90% of their maximum Modified Proctor day density (ASTM D-1557) at a moisture content within + or -2% of optimum moisture.

All pavement should be protected from moisture migrating beneath the pavement structure. If surface drainage is allowed to pond behind curbs, islands or other areas of the site and allowed to seep beneath pavement, premature deterioration or possibly pavement failure could result.

#### **LIMITATIONS**

This report is issued with the understanding that it is the responsibility of the owner, or his representative to ensure that the information and recommendations contained herein are brought to the attention of the individual lot purchasers for the subdivision. In addition, it is the responsibility of the individual lot owners that the information and recommendations contained herein are brought to the attention of the architect and engineer for the individual projects and the necessary steps are taken to see that the contractor and his subcontractors carry out the appropriate recommendations during construction.



The findings of this report are valid as of the present date. However, changes in the conditions of a property can occur with the passage of time, whether they be due to natural processes or the works of man on this or adjacent properties. In addition, changes in acceptable or appropriate standards may occur or may result from legislation or the broadening of engineering knowledge. Accordingly, the findings of this report may be invalid, wholly or partially, by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of 3 years.

The recommendations of this report pertain only to the site investigated and are based on the assumption that the soil conditions do not deviate from those described in this report. If any variations or undesirable conditions are encountered during construction or the proposed construction will differ from that planned on the day of this report, Grand Junction Lincoln DeVore should be notified so that supplemental recommendations can be provided, if appropriate.

Grand Junction Lincoln DeVore makes no warranty, either expressed or implied, as to the findings, recommendations, specifications or professional advice, except that they were prepared in accordance with generally accepted professional engineering practice in the field of geotechnical engineering.

It is believed that all pertinent points, as related to the Geologic Characteristics, which may significantly affect the proposed development, have been addressed. If any further questions arise or if GRAND JUNCTION LINCOLN-DeVORE can be of any further service, please do not hesitate to contact this office at any time.

Respectfully submitted,

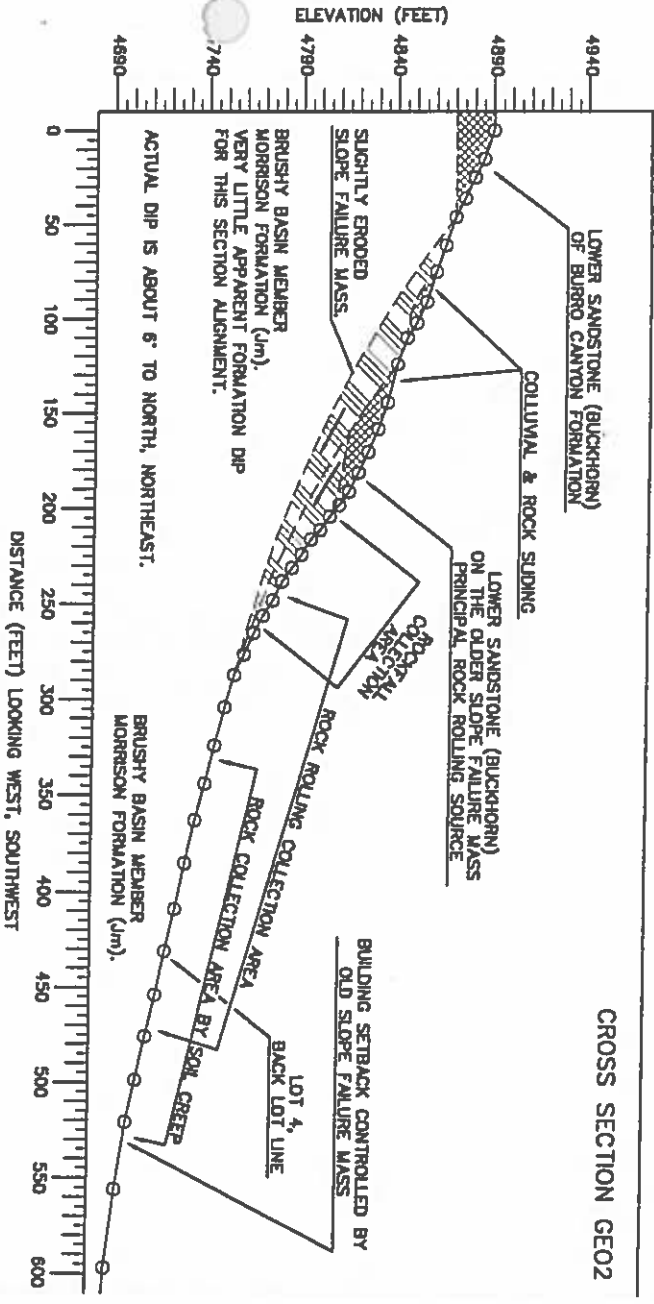
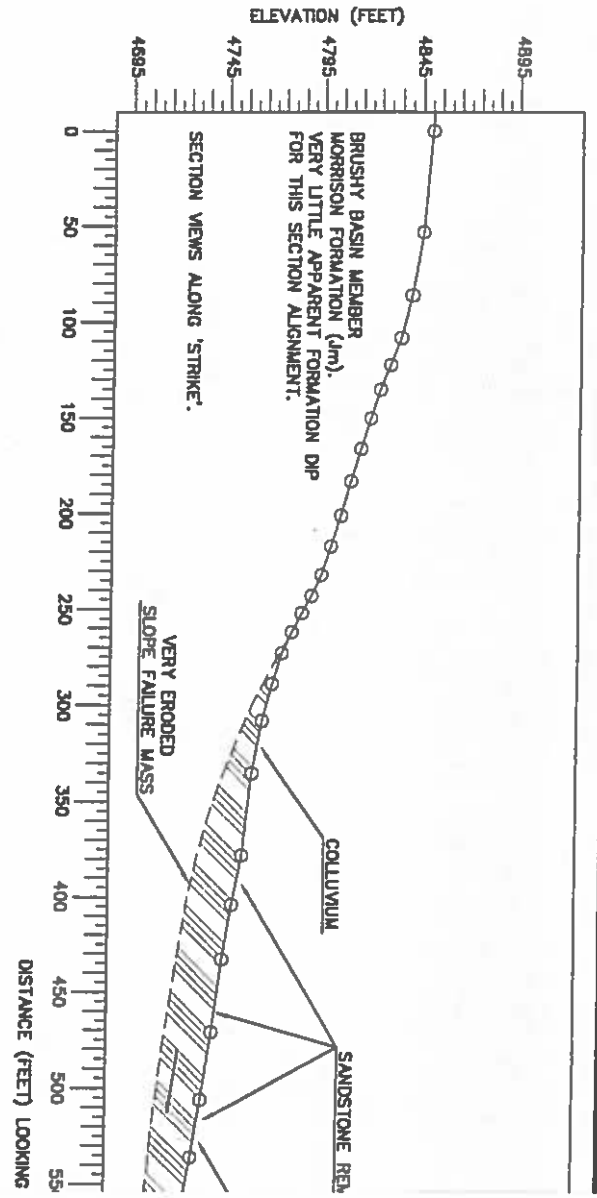
GRAND JUNCTION  
LINCOLN-DeVORE, INC.

by: Edward M. Morris PE  
Engineering Geologist



GJLD Job # 89781-GJ





**Phase One Environmental Assessment Report**  
(ASTM E 1527-00)

**Rocky Heights Subdivision**  
Owner: Mr. William Rump  
218 Easter Hill Drive  
Grand Junction, Colorado 81503-1175

March 23, 2001

*TWG* Project No.: 015-03-001

**The Walter Group**  
P.O. Box 3967  
Grand Junction, Colorado 81502

(970) 255-8017  
fax: (970) 255-8018

[www.TheWalterGroup.com](http://www.TheWalterGroup.com)

**Phase One Environmental Assessment Report**  
(ASTM E 1527-00)

**Rocky Heights Subdivision**

Owner: Mr. William Rump  
218 Easter Hill Drive  
Grand Junction, Colorado 81503-1175

*TWG* Project No.: 015-03-001

Prepared for: Mr. Robert G. Katzenson, AICP  
LANDesign, LLC  
244 North 7<sup>th</sup> Street  
Grand Junction, Colorado 81501

Prepared by:



Kenneth L. Walter  
The Walter Group

**The Walter Group**  
P.O. Box 3967  
Grand Junction, Colorado 81502

(970) 255-8017  
fax: (970) 255-8018

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## EXECUTIVE SUMMARY

**Investigation Scope** - Mr. Robert G. Katzenson of LANDesign, LLC contracted **The Walter Group (TWG)** to conduct an American Society of Testing and Materials (ASTM) Phase One Environmental Site Assessment (Phase One) for the property identified as the northern portion of Lot 1, Rocky Heights Subdivision, Grand Junction, Colorado. The goal of a Phase One investigation is to determine whether visual, owner/occupant knowledge, and/or public-record data exist to suggest that the subject site has been impacted by, or has the potential to be impacted by identified environmental hazards.

**Observed Site Conditions** - The site was vacant undeveloped land at the time of *TWG's* site inspection. The subject site was surrounded to the north and west by the (under construction) Desert Hill Estates subdivision, and to the south and east by undeveloped Riggs Hill. The unlined Redlands Water and Power First Lift Irrigation Canal borders the subject site along the northern property line. Based on visual and physical observations, *TWG* believes that the risk to the subject site from observed site conditions is low.

Based on the topographic and hydrogeologic data presented, and *TWG's* experience, *TWG* believes ground water will accumulate on the underlying bedrock and within the underlying soil, and generally flow toward the Limekiln Gulch northwest of the subject site. From these data, *TWG* believes the direction of most-likely impact from potential off-site sources is from the southeast. Undeveloped Riggs Hill was located southeast of the subject site. Based on visual and physical observations, *TWG* believes that the risk to the subject site from adjacent properties is low.

**Record Search Results** - To further evaluate the risk to the subject site from offsite sources, *TWG* used a commercial records-search provider (VISTA Information Solutions, Inc.) to conduct the records review portion of the investigation. The records search revealed no evidence of sites with environmental conditions that *TWG* believes have impacted (or have the potential to impact) the subject site.

**Owner Interview** - *TWG* interviewed the Key Site Manager, Ms. Marilyn Schiveley. Ms. Schiveley had no knowledge of any current or past onsite activities that would cause conditions of environmental concern.

(continued)



**EXECUTIVE SUMMARY (continued)**

**Subject Site History** - Data generated during this investigation indicated that no structures have occupied the site, and that the site may have been used in the past for grazing. Based on historical data summarized in this report, *TWG* believes that the risk to the subject site from the subject site's past use is low.

**Summary of Findings** - *TWG* has performed a Phase One Investigation in general conformance with the scope and limitations of ASTM Practice E 1527-00 of the property known as the northern portion of Lot 1 of the Rocky Heights Subdivision, Grand Junction, Colorado. This assessment has revealed no evidence of recognized environmental conditions in connection with the property. Based on the data presented in this report, *TWG* does not believe that additional environmental investigation is necessary.

## PHASE ONE ENVIRONMENTAL ASSESSMENT REPORT

### 1.0 INTRODUCTION

Mr. Robert G. Katzenson of LANDesign LLC, contracted **The Walter Group (TWG)** to conduct an ASTM Phase One Environmental Site Assessment (Phase One) for the property known as the northern portion of Lot 1, Rocky Heights Subdivision, Grand Junction, Colorado (Figure 1). This report presents the results of the Phase One Environmental Site Assessment. The goal of a Phase One investigation is to determine whether visual, owner/occupant knowledge, and/or public-record data exist to suggest that the site has been impacted by, or has the potential to be impacted by identified environmental hazards.

*TWG* conducted this Phase One in general conformance with ASTM Standard Practice E 1527-00. For this Phase One, Ms. Marilyn Schiveley was designated as the Key Site Manager for the subject site. Ms. Schiveley identified herself as a person with good knowledge of the uses and physical characteristics of the property.

This Phase One consists of four components; these components include: 1) site reconnaissance, 2) interviews, 3) a records review, and 4) preparation of a summary report.

During site reconnaissance, *TWG's* environmental professional obtained information concerning the likelihood of environmental conditions in connection with the property, and made visual and physical observations of the property and structures. Evidence of recognized environmental conditions is described in this report. Interviews were conducted with the Key Site Manager. The records review included standard environmental record sources, various historical records, and physical setting sources. This report presents the findings of the assessment process, and provides conclusions and recommendations. In addition, the environmental professional's opinion of the impact of recognized environmental conditions (in connection with the property) is provided in this report. Appendices attached to this report document findings generated by the assessment process.

*TWG's* scope did not include chemical testing of soils or ground water, or investigation of wetlands, flood zones, wildlife habitat, mineral rights, radon, cultural/historic resources, or utility easements. *TWG* did not test building materials.

## 2.0 SITE DESCRIPTION

### 2.1 Location

This subject property was an approximately 16-acre parcel located south of the intersection of Riggs Way and Escondido Circle, Grand Junction, Colorado (Figure 1). This investigation focused on the northern portion of Lot 1 (Figure 2). The legal description for the site is provided in the Mesa County records (Appendix A). The site was located in Northwest 1/4 of the Northeast 1/4 of Section 26, Township 11 South, Range 101 West of the 6<sup>th</sup> Principal Meridian. County parcel number was recently changed from: 2947-262-00-057, to 2947-262-00-068.

### 2.2 Site and Vicinity Characteristics

The site was vacant undeveloped land at the time of *TWG's* site inspection (Appendix B, Photographs 1 and 2). The subject site was surrounded to the north and west by the (under construction) Desert Hill Estates subdivision, and to the south and east by undeveloped Riggs Hill. The unlined Redlands Water and Power First Lift Irrigation Canal borders the subject site along the northern property line.

The local ground surface sloped (down) gently to moderately toward the northwest toward Limekiln Gulch. Limekiln Gulch is tributary to the Colorado River; the Colorado River was located approximately 1 mile northeast of the subject site. Topographic data indicated that the subject site's elevation was approximately 4,680 feet above mean sea level, approximately 180 feet in elevation above the Colorado River.

#### 2.2.1 Local Hydrogeology

Based on the topographic and hydrogeologic data presented, and *TWG's* experience, *TWG* believes ground water will accumulate on the underlying bedrock and within the underlying soil, and generally flow toward Limekiln Gulch northwest of the subject site.

From these data, *TWG* believes the direction of most-likely impact from potential off-site sources is from the southeast. Undeveloped Riggs Hill was located southeast of the subject site.

### 2.3 Past Uses of the Property

To determine the site-use history, *TWG*:

- reviewed the USGS, Colorado National Monument Quadrangle topographic map from 1962, photorevised in 1973 (Figure 1),
- reviewed 1968 and 1986 Natural Resources Conservation Service (NRCS) Aerial

- Photographs (Appendix C),
- reviewed Mesa County Tax Assessor's records (Appendix A),
- visited the site, and
- interviewed the Key Site Manager (Ms. Marilyn Schiveley).

USGS topographic map data and NRCS aerial photographic data indicated that the site was vacant through 1986. The site inspection conducted as part of this investigation documented that the site has remained undeveloped.

Following ASTM Standard Practice, the Key Site Manager is also asked questions about his/her knowledge of the site history. Ms. Marilyn Schiveley served as the Key Site Manager for the property. Ms. Schiveley had no knowledge of any current or past onsite activities that would cause conditions of environmental concern.

### **3.0 SITE RECONNAISSANCE, ENVIRONMENTAL ISSUES**

#### **3.1 Adjacent Properties**

The subject site was surrounded to the north and west by the (under construction) Desert Hill Estates subdivision, and to the south and east by undeveloped Riggs Hill. The unlined Redlands Water and Power First Lift Irrigation Canal borders the subject site along the northern property line.

Analytical testing of soil and ground water is required to quantify the impact from potential sources of contamination. However, based on visual observations, *TWG* believes that the risk to the subject site from these adjacent properties is low.

#### **3.2 Subject Property**

Current and historical data indicate that the subject site history may have included limited grazing. No conditions were observed at the subject site that would suggest historic environmental conditions of concern. Therefore, based on visual observations and data provided by others, *TWG* believes that the risk to the subject site from the subject site's current and historic use is low.

### **4.0 RECORDS REVIEW**

*TWG* requested a public records search from VISTA Information Solutions, Inc. (VISTA) in an attempt to identify:

- National Priorities List (NPL)/Superfund sites,
- Comprehensive Environmental Response, Compensation, and Liability (CERCLA) sites,
- Registered Underground Storage Tank (UST) and Aboveground Storage Tank (AST) sites,
- Leaking UST and AST sites,
- Resource Conservation and Recovery Act (RCRA) sites,
- Emergency Response Notification System (ERNS) sites, and
- landfill sites on or in the vicinity of the subject site.

Requested search radii met those required by the ASTM Phase One standard. The VISTA report is included as Appendix D. Sites identified as “unmapped sites” were not considered due to their location at a distance exceeding ASTM search parameters.

#### **4.1 Subject Property**

The subject property was not identified in any of the searched databases.

#### **4.2 Sites Within 1 Mile of the Subject Property**

No records were found for sites within 1 mile of the subject property.

#### **4.3 Records Review Conclusions**

Based on public record data provided by VISTA, and *TWG*'s understanding of local ground-water conditions, *TWG* believes that the risk to the subject site is low from environmental conditions on offsite properties.

### **5.0 OTHER RECORDS**

#### **5.1 Uranium Mill Tailings**

In the Grand Junction area, uranium mill tailings were an inexpensive and plentiful material used in building foundations, under sidewalks, and even as a soil amendment to improve drainage in orchards and gardens. The use of this material is reported to span the period of 1952 to 1965 (personal communication, CDPHE).

*TWG* requested the CDPHE mill tailings reports for the site. CDPHE data (Appendix E) indicated that the site did not meet the search criteria and has not been surveyed. Therefore, *TWG* believes that the risk to the subject site from uranium mill tailings is low.

## 5.2 Public Agency Requests

We contacted the Grand Junction Fire Department requesting knowledge of hazardous or toxic spills, or underground storage tank releases that have occurred on or adjacent to the project site. A copy of the request letter is included in Appendix F. At this time, *TWG* has not received a response from this agency. If *TWG* is supplied with information from the Fire Department that affects the recommendations within this report, LANDesign will be notified at that time.

## 6.0 FINDINGS AND CONCLUSIONS

*TWG* has performed a Phase One Investigation in general conformance with the scope and limitations of ASTM Practice E 1527-00 of the northern portion of Lot 1 of the Rocky Heights Subdivision, Grand Junction, Colorado. This assessment has not revealed evidence of recognized environmental conditions in connection with the property.

## 7.0 RECOMMENDATIONS

Based on the data contained within this report, *TWG* does not believe that further investigation of site environmental issues is warranted.

## 8.0 LIMITATIONS

This Phase One investigation neither confirms nor denies the presence of contamination. The investigation only identifies potential sources of environmental concern that may result in a liability to the owner. The identification of a potential contaminant source does not imply that the source is contaminated, only that a contaminant potential or a negative impact to the property exists. Sample collection and testing are necessary to determine the actual presence and extent of contamination or compounds of concern. This assessment does not imply, assert, guarantee, or assure that all potential contaminant sources have been identified.

Should additional surface, subsurface, or chemical data become available, the conclusions and recommendations contained in this report shall not be considered valid unless the data are reviewed and the conclusions of this report are modified or approved in writing by *TWG*.

**REFERENCES**

CDPHE Mill Tailings Report

Mesa County Tax Assessors Records

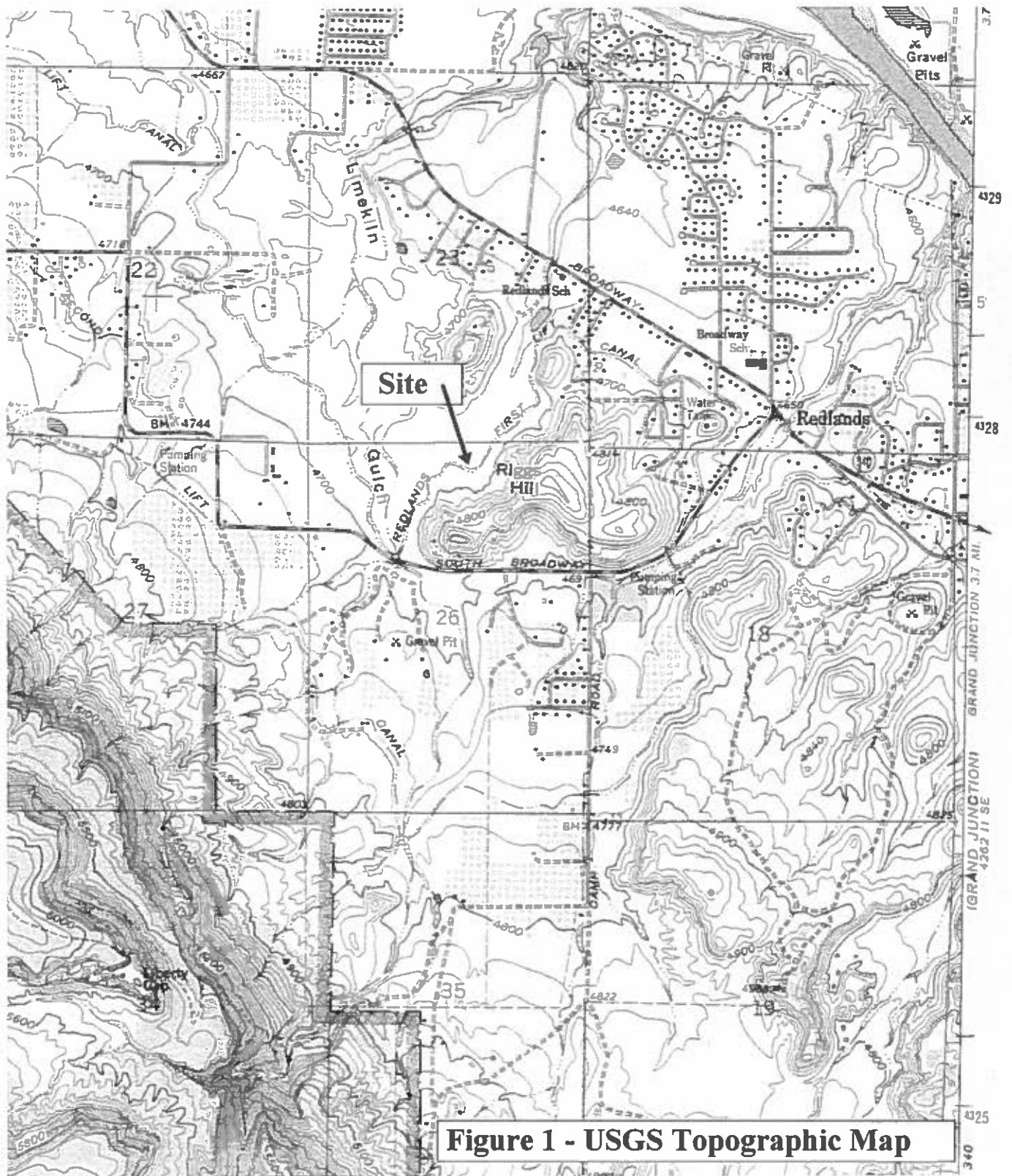
Natural Resource Conservation Service Aerial Photographs, 1968 and 1986.

United States Geologic Survey (USGS) Map, Colorado National Monument, 1962, photorevised 1973.

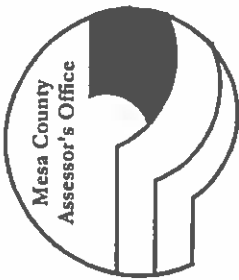
VISTA Site Assessment Report, "Rump Subdivision, South Camp and South Broadway, Grand Junction, CO" report dated March 9, 2001.

**FIGURES**





**Figure 1 - USGS Topographic Map**



2947-262

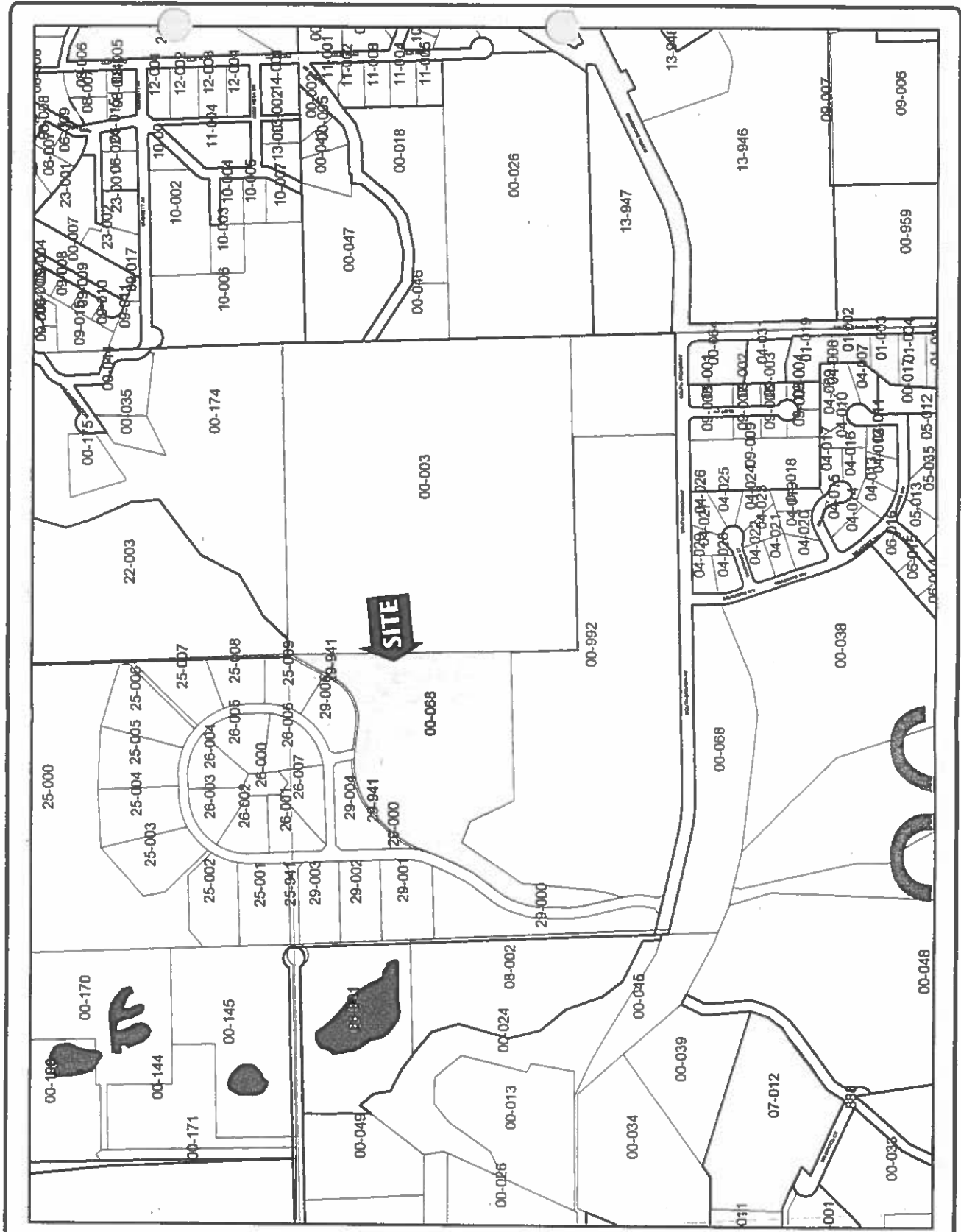
- Arbitrary Blocks
- Tax Parcels
- Water Features
- Townships
- Sections



100 0 100200300 Feet



This map is a reproduction of the original map and is not intended to be used as a legal document. It is intended for informational purposes only. The original map is the only authoritative source for the information shown on this map. The Assessor's Office is not responsible for any errors or omissions on this map. The Assessor's Office is not responsible for any errors or omissions on this map. The Assessor's Office is not responsible for any errors or omissions on this map.



**APPENDIX A**  
**MESA COUNTY TAX ASSESSORS RECORDS**

Date: 03/09/2001  
Time: 13:32:35

MESA COUNTY  
REAL PROPERTY MAINTENANCE

Page: 1  
REV 1.16

Parcel Number 2947-262-00-057 Yr 2001 Ty C Serial 826322428  
Owner Name: Last RUMP  
First WILLIAM  
Mid C TAC 11200  
Suf

Company Owner  
Joint Owner J S RUMP TRUST ETAL

Location: Number 00000

Street

Dir

Unit

Mailing: Street 218 EASTER HILL DR

City GRAND JUNCTION

State CO

Zip Code 81503-1175

Prior Parcel

Assoc Parcel

Mob Home Title

Year Built 0 Adjust Year 0  
Number of Rooms 0 Number of Baths 0.00  
Year Created 0 Record Status  
Land Dimensions Heated Sq Ft 0

	Market	Assessed	Mill Levy	77.336
Current Land Val	48060	13940	Special Asmt	
Imp Val	0	0	0.00	
Total	48060	13940	Estimated Taxes	
Previous Land Val	48060	13940		1078.08
Imp Val	0	0		

Abstract	Units	Class			
Land 0540	24.680	L Desc 10 AC NO MORE THAN 35 AC Unit Type A			

Date	Previous Owner	Receipt#	Deed Book & Page	Doc	Sale Price
03/30/94	WILLIAM RUMP	1680746	2068 868/871	EAS	
10/04/96	WILLIAM RUMP	1876330	2519 21	DC	
11/24/98	WILLIAM RUMP	1876264	2518 949	WDTC	67500
12/04/98	WILLIAM RUMP	1878611	2525 287/288	ORDER	
12/10/98	WILLIAM RUMP	1878612	2525 289/290	PRD	

Legal Desc

BEG NE COR LOT 2 SEC 26 11S 101W S 0DEG24' E 503.5FT N 88DEG43' W 500FT S 77DEG14' W 729.4FT S 68DEG43' W 403.9FT S 81DEG38' W 177.9FT N 82DEG10' W 627.5FT N 83DEG52' W 156.2FT N 53DEG30' W 272FT N 0DEG55' W 554FT NELY ALG W ROW FOR 1ST LIFT CANAL TO NE COR NE4NW4 SD SEC 26 S TO NW COR SD LOT 2 N 89DEG56' E 1438.4FT TO BEG EXC ROAD CONVEYED IN B-975 P-341 & EXC THAT PT TAKEN UP IN MONUMENT MEADOWS REPLAT & ALSO EXC THAT PT FOR MUSEUM OF WESTERN COLO AS DESC IN B-1589 P-441 & 442 MESA CO RECORDS



# MESA COUNTY ASSESSOR'S OFFICE

IVR SYSTEM FAX

FROM: Mesa County Assesor's Office

PHONE NUMBER: 970-244-1610

Date: 3/21/01

Parcel Number: 2947-262-00-068      Year: 2001      Type: C      Serial: 826351461

Owner Name: Last: RUMP  
First: JOHN      TAC: 18100  
Middle: S

Company Owner:

Joint Owner: TRUST - ETAL

Location: Number: 00000

Street:

Direction:

Unit:

mailing Address:

Street: 3000 ELMWOOD

City: BAKERSFIELD

State: CA

Zip: 93305

Prior Parcel: 2947-262-00-057

Assoc Parcel:

VIN #:

Mob Home Title:

Year Built: 0	Number of Rooms: 0.00	Record Status:
Adjust Year: 0	Number of Baths: 0.00	Land Dimensions: 23.06AC
Year Created: 2001	Number of Bedrooms: 0.00	
	Heated Sq. Feet: 0	

	<u>MARKET</u>	<u>ASSESSED</u>	
Current: Land Value	92050	26690	Millevy: 76 17
Improvement Value	0	0	
Total Value	92050	26690	Special Asmt: 0.00
Previous: Land Value	0	0	
Improvement Value	0	0	Estimated Taxes: 2032.97

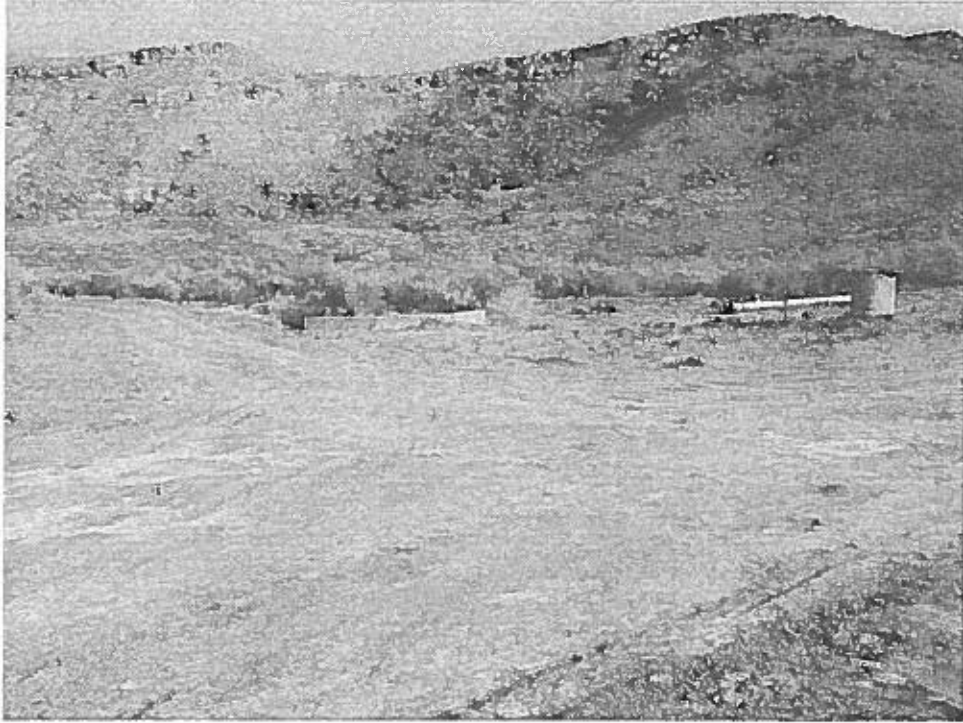
<u>Abstract</u>	<u>Units</u>	<u>Class</u>	<u>Description</u>	<u>Unit Type</u>
0540	23.06	L	10 AC NO MORE THAN 35 AC	A

<u>Date</u>	<u>Previous Owner</u>	<u>Deed Book &amp; Page</u>	<u>Doc. Type</u>	<u>Sale Price</u>
-------------	-----------------------	-----------------------------	------------------	-------------------

Legal Description:

BEG NE COR LOT 2 SEC 26 11S 101W S 0DEG24' E 503.5FT N 88DEG43' W 500FT S  
77DEG14' W 729 4FT S 68DEG43' W 403 9FT S 81DEG38' W 177.9FT N 82DEG10' W  
627 5FT N 83DEG52' W 156 2FT N 53DEG30' W 272FT N 0DEG55' W 554FT NELY ALG W  
ROW FOR 1ST LIFT CANAL TO NE COR NE4NW4 SD SEC 26 S TO NW COR SD LOT 2 N  
89DEG56' E 1438 4FT TO BEG EXC RD CONVEYED B-975 P-341 & EXC THAT PT TAKEN UP  
IN MONUMENT MEADOWS REPLAT & ALSO EXC THAT PT FOR MUSEUM OF WESTERN COLO AS  
DESC B-1589 P-441 & 442 MESA CO RECDs & ALSO PIECES DEEDED TO MUSEUM & CITY OF  
GJ IN B-2757 P-739/743 & B-2757 P-746/749

**APPENDIX B**  
**PHOTOGRAPHS**



Photograph 1 - Subject Site. View to the southeast from northern property line.



Photograph 2- Subject Site. View to the northeast.

**APPENDIX C**  
**AERIAL PHOTOGRAPHS**



21

Site



1968 NRCS Air Photo





Site

1986 NRCS Air Photo

**APPENDIX D**  
**VISTA SITE ASSESSMENT REPORT**

# SITE ASSESSMENT REPORT

PROPERTY INFORMATION	CLIENT INFORMATION
Project Name/Ref #: LANDesign Phase Rump Subdivision South Camp and South Broadway Grand Junction, CO 81503 Latitude/Longitude: ( 39.076780, 108.651313 )	Ken Walter The Walter Group 2177 Avenal Lane Grand Junction, CO 81503

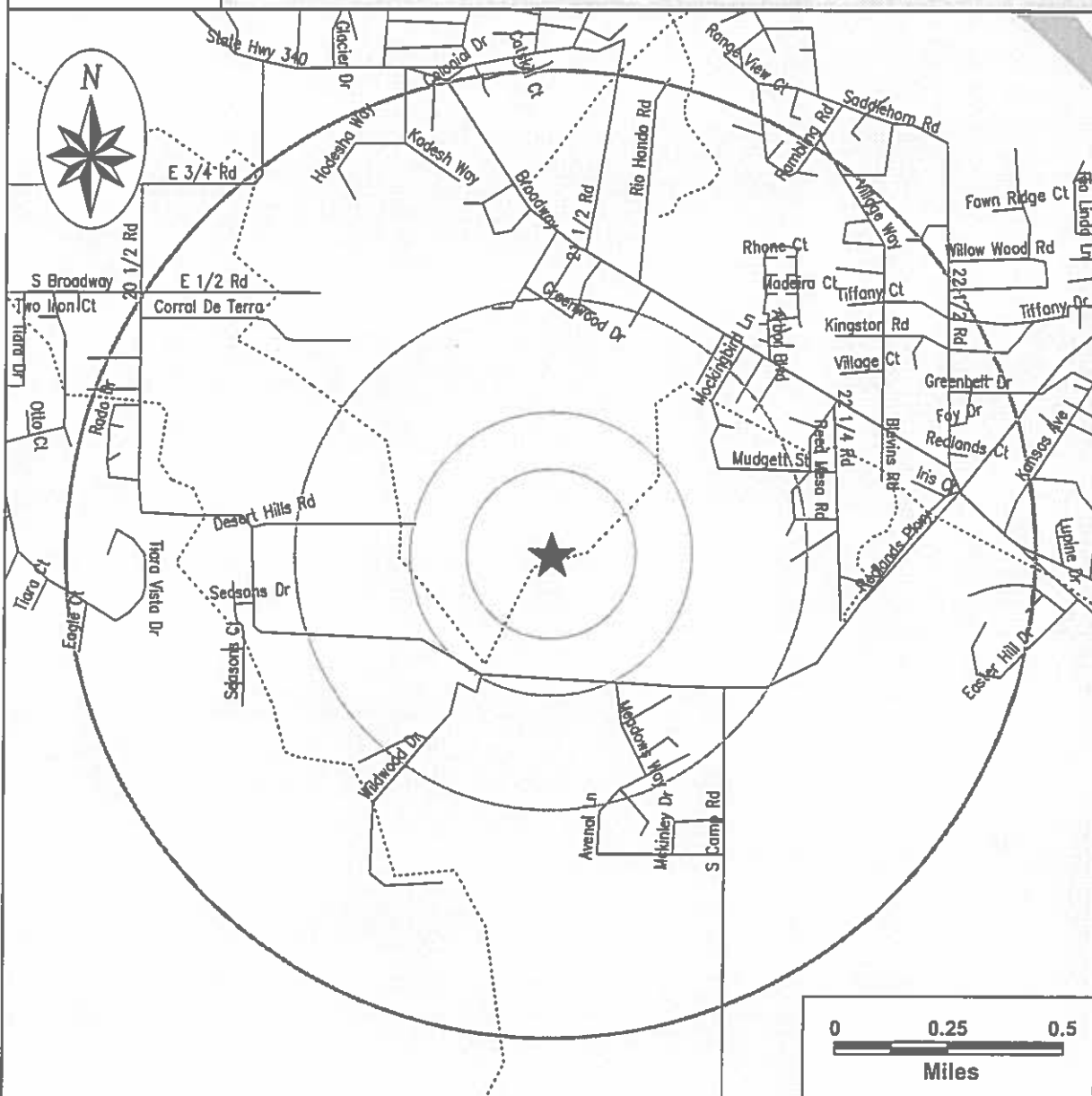
Site Distribution Summary	<i>within 1/8 mile</i>	<i>1/8 to 1/4 mile</i>	<i>1/4 to 1/2 mile</i>	<i>1/2 to 1 mile</i>
<b>Agency / Database - Type of Records</b>				
<b>A) Databases searched to 1 mile:</b>				
US EPA NPL National Priority List	0	0	0	0
US EPA CORRACTS RCRA Corrective Actions (w/o TSD)	0	0	0	0
US EPA TSD RCRA Corrective Actions and CORRACTS associated TSD	0	0	0	0
STATE SPL State equivalent priority list	0	0	0	0
<b>B) Databases searched to 1/2 mile:</b>				
US EPA CERCLIS / NFRAP Sites currently or formerly under review by US EPA	0	0	0	-
US EPA TSD RCRA permitted treatment, storage, disposal facilities	0	0	0	-
STATE LUST Leaking Underground Storage Tanks	0	0	0	-
STATE SWLF Permitted as solid waste landfills, incinerators, or transfer stations	0	0	0	-
<b>C) Databases searched to 1/4 mile:</b>				
STATE UST Registered underground storage tanks	0	0	-	-
STATE AST Registered aboveground storage tanks	0	0	-	-
<b>NOTES</b>				





# SITE ASSESSMENT REPORT

## Map of Sites within 1 Mile



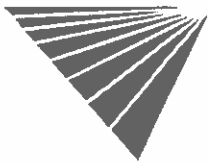
Subject Site 	Category: Databases Searched to:	A 1 mi. 	B 1/2 mi. 	C 1/4 mi. 	D 1/8 mi. 
	Single Sites Multiple Sites	 	 	 	 
Highways and Major Roads Roads Railroads Rivers or Water Bodies Utilities		NPL, SPL, CORRACTS (TSD)	CERCLIS\ NFRAP, TSD, LUST, SWLF, SCL	UST	ERNS, GENERATORS

For More Information Call VISTA Information Solutions, Inc. at 1 - 800 - 767 - 0403

Report ID: 914001901

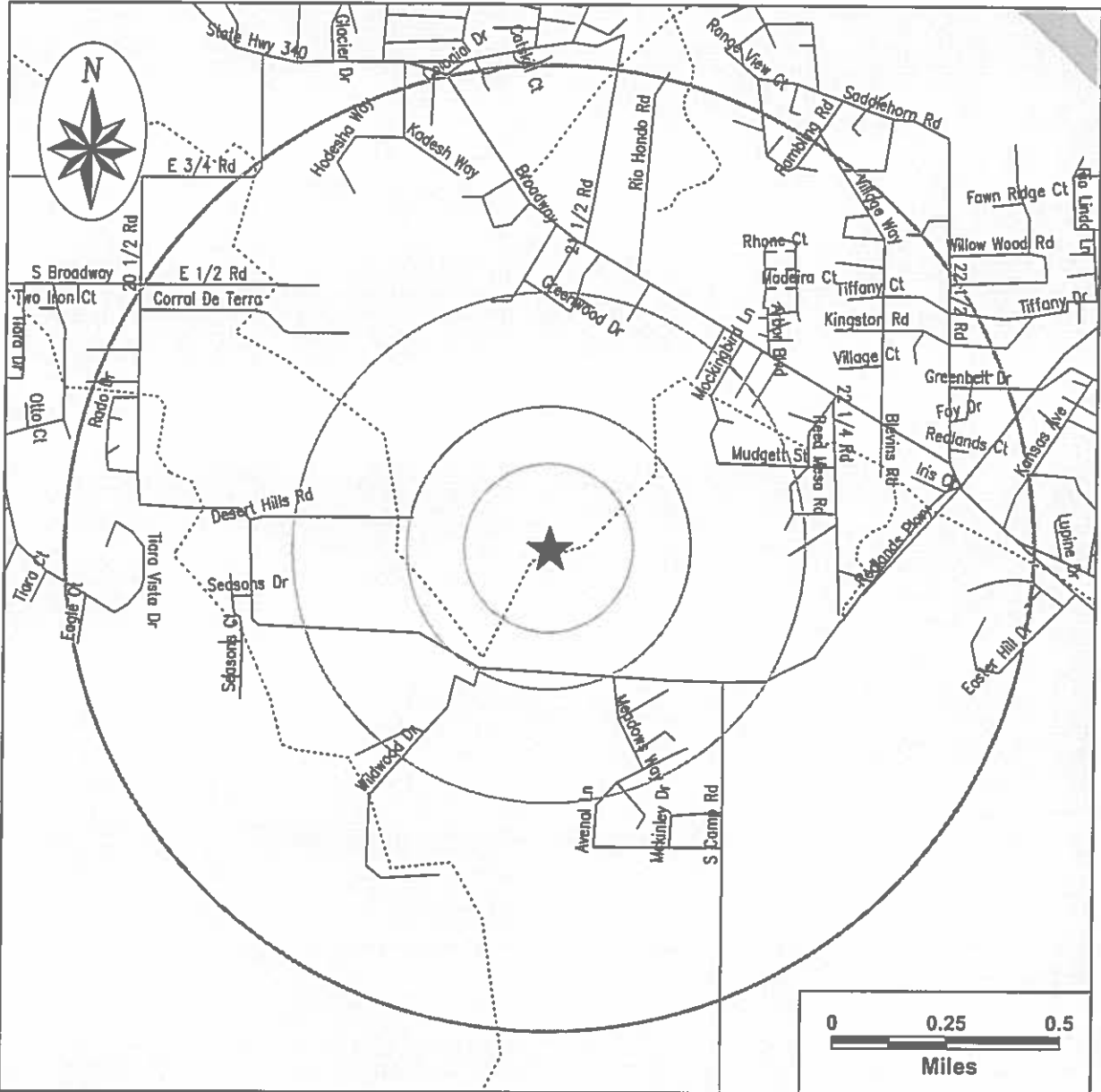
Date of Report: March 9, 2001

Page #3

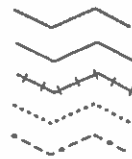


# SITE ASSESSMENT REPORT

## Street Map



Subject Site



Highways and Major Roads  
Roads  
Railroads  
Rivers or Water Bodies  
Utilities

# SITE ASSESSMENT REPORT

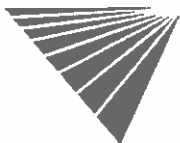
## SITE INVENTORY

MAP ID	PROPERTY AND THE ADJACENT AREA (within 1/8 mile)	A				B			C		D			
		NPL	CORRACTS	TSD CORRACTS	SPL	CERCLIS/NFRAP	TSD	LUST	SWLF	UST	AST	ERNS	LG GEN	SM GEN
	VISTA ID DISTANCE DIRECTION													
No Records Found														

MAP ID	SITES IN THE SURROUNDING AREA (within 1/8 - 1/4 mile)	A				B			C		D			
		NPL	CORRACTS	TSD CORRACTS	SPL	CERCLIS/NFRAP	TSD	LUST	SWLF	UST	AST	ERNS	LG GEN	SM GEN
	VISTA ID DISTANCE DIRECTION													
No Records Found														

MAP ID	SITES IN THE SURROUNDING AREA (within 1/4 - 1/2 mile)	A				B			C		D			
		NPL	CORRACTS	TSD CORRACTS	SPL	CERCLIS/NFRAP	TSD	LUST	SWLF	UST	AST	ERNS	LG GEN	SM GEN
	VISTA ID DISTANCE DIRECTION													
No Records Found														

MAP ID	SITES IN THE SURROUNDING AREA (within 1/2 - 1 mile)	A				B			C		D			
		NPL	CORRACTS	TSD CORRACTS	SPL	CERCLIS/NFRAP	TSD	LUST	SWLF	UST	AST	ERNS	LG GEN	SM GEN
	VISTA ID DISTANCE DIRECTION													
No Records Found														



X = search criteria; \* = tag-along (beyond search criteria).

For more information call VISTA Information Solutions, Inc. at 1 - 800 - 767 - 0403.

Report ID: 914001901

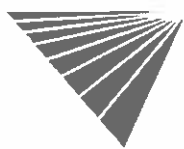
Date of Report: March 9, 2001

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UNMAPPED SITES	VISTA ID	A				B			C		D			
		NPL	CORRACTS	TSD CORRACTS	SPL	CERCLIS/NFRAP	TSD	LUST	SWLF	UST	AST	ERNS	LG GEN	SM GEN
FAA GRAND JUNCTION VOR GLADE PARK GRAND JUNCTION, CO 81503	7413227						X		X					
GRAND JUNCTION, 8M W GRAND JUNCTION, CO 0	501746793							X						
BROAD CANYON LANDFILL 2 1 MI SE OF NATURITA GRAND JUNCTION, CO 0	64791298							X						
KJCT-TV TRANSMITTER SITE 2 MI N OF LANDS END OBSERVATORY , ATOP G GRAND JUNCTION, CO 81505	65286741									X				
ORCHARD MESA SWDS HWY 50 GRAND JUNCTION, CO 81503	3147898							X						
PC GRAND JUNCTION, CO	501003742						X							
5TH STREET 5TH STREET GRAND JUNCTION, CO	4939709						X							
NORTH AVENUE NORTH AVENUE GRAND JUNCTION, CO	4939837						X							



X = search criteria; • = tag-along (beyond search criteria).

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Date of Report: March 9, 2001

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# SITE ASSESSMENT REPORT

## DETAILS

### PROPERTY AND THE ADJACENT AREA (within 1/8 mile)

No Records Found

### SITES IN THE SURROUNDING AREA (within 1/8 - 1/4 mile)

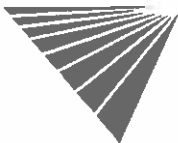
No Records Found

### SITES IN THE SURROUNDING AREA (within 1/4 - 1/2 mile)

No Records Found

### SITES IN THE SURROUNDING AREA (within 1/2 - 1 mile)

No Records Found



\* VISTA address includes enhanced city and ZIP.

For more information call VISTA Information Solutions, Inc. at 1 - 800 - 767 - 0403.

Report ID: 914001901

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**UNMAPPED SITES**

VISTA Address*	<b>FAA GRAND JUNCTION VOR GLADE PARK GRAND JUNCTION, CO 81503</b>	VISTA ID#	7413227
----------------	---	-----------	---------

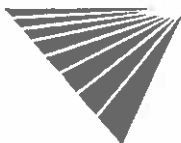
<b>STATE LUST - State Leaking Underground Storage Tank / SRC# 184</b>		Agency ID:	7887
Agency Address:	SAME AS ABOVE		
Facility ID:	7887		
Location Name:	FAA GRAND JUNCTION VOR		
Location Address:	GLADE PARK		
Location City:	GRAND JUNCTION		
Location State:	CO		
Location Zip:	81503		
Location County:	MESA		
Event ID:	6206		
Is Active:	N		

VISTA Address*	<b>GRAND JUNCTION,8M W GRAND JUNCTION, CO 0</b>	VISTA ID#	501746793
----------------	---	-----------	-----------

<b>STATE SWLF - Solid Waste Landfill / SRC# 181</b>		EPA/Agency ID:	N/A
Agency Address:	SAME AS ABOVE		
Facility Type:	LANDFILL		
Solid Waste Type:	REFUSE		
Hazardous Waste Type:	METHANE		
Media Impacted:	SW		
Fields Not Reported by the Source	Comments(1)		
Agency for this Site:			

VISTA Address*	<b>BROAD CANYON LANDFILL 2 1 MI SE OF NATURITA GRAND JUNCTION, CO 0</b>	VISTA ID#	64791298
----------------	---	-----------	----------

<b>STATE SWLF - Solid Waste Landfill / SRC# 180</b>		Agency ID:	085-LFL-020
Agency Address:	SAME AS ABOVE		
Operator:	TS LANDFILL INC.		
Operator Address:	2768 COMPASS DRIVE SUITE 101 GRAND JUNCTION CO 81506		
Contact:	JIM STOVER		
Contact Phone:	(970) 245-4101		
Owner:	TS LANDFILL CORPORATION		
Owner Address:	2768 COMPASS DRIVE SUITE 101 GRAND JUNCTION CO 81506		
Contact:	JIM STOVER		
Contact Phone:	(970) 245-4101		



\* VISTA address includes enhanced city and ZIP.

For more information call VISTA Information Solutions, Inc. at 1 - 800 - 767 - 0403.

Report ID: 914001901

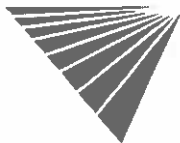
Date of Report: March 9, 2001

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**UNMAPPED SITES CONT.**

VISTA Address*:	ORCHARD MESA SWDS HWY 50 GRAND JUNCTION, CO 81503	VISTA ID#:	3147898
<b>STATE SWLF - Solid Waste Landfill / SRC# 181</b>		EPA/Agency ID:	N/A
Agency Address:	ORCHARD MESA SWDS HWY 50 GRAND JUNCTION, CO 0 LANDFILL		
Facility Type:	BLM 303-236-1778		
Comments	Solid Waste Type(1), Hazardous Waste Type(1), Media Impacted(1)		
Fields Not Reported by the Source	Agency for this Site:		
VISTA Address*:	PC GRAND JUNCTION, CO	VISTA ID#:	501003742
<b>STATE LUST - State Leaking Underground Storage Tank / SRC# 178</b>		EPA/Agency ID:	N/A
Agency Address:	SAME AS ABOVE		
Description / Comment:	COUNTY: MESA		
VISTA Address*:	5TH STREET 5TH STREET GRAND JUNCTION, CO	VISTA ID#:	4939709
<b>STATE LUST - State Leaking Underground Storage Tank / SRC# 178</b>		EPA/Agency ID:	N/A
Agency Address:	SAME AS ABOVE		
Description / Comment:	COUNTY: MESA		
VISTA Address*:	NORTH AVENUE NORTH AVENUE GRAND JUNCTION, CO	VISTA ID#:	4939837
<b>STATE LUST - State Leaking Underground Storage Tank / SRC# 178</b>		EPA/Agency ID:	N/A
Agency Address:	SAME AS ABOVE		
Description / Comment:	COUNTY: MESA		



\* VISTA address includes enhanced city and ZIP.

For more information call VISTA Information Solutions, Inc. at 1 - 800 - 767 - 0403.

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# SITE ASSESSMENT REPORT

## DESCRIPTION OF DATABASES SEARCHED

### A) DATABASES SEARCHED TO 1 MILE

**NPL**  
**SRC#: 19** VISTA conducts a database search to identify all sites within 1 mile of your property.  
The agency release date for National Priorities List was December, 2000.

The NPL Report is the US EPA's registry of the nation's worst uncontrolled or abandoned hazardous waste sites. NPL sites are targeted for possible long-term remedial action under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

**SPL**  
**SRC#: 176** VISTA conducts a database search to identify all sites within 1 mile of your property.  
The agency release date for Voluntary Cleanup List was June, 2000.

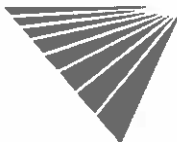
This database is provided by the Colorado Department of Public Health and Environment, Haz Mat Waste Division. The agency may be contacted at: 303-692-3380.

**CORRACTS**  
**SRC#: 14** VISTA conducts a database search to identify all sites within 1 mile of your property.  
The agency release date for RCRIS Corrective Action Sites was June, 2000.

The CORRACTS database contains information concerning RCRA facilities that have conducted, or are currently conducting a corrective action. A Corrective Action Order is issued pursuant to RCRA Section 3008 (h) when there has been a release of hazardous waste or constituents into the environment from a RCRA facility. Corrective actions may also be imposed as a requirement of receiving and maintaining a TSDF permit.

**RCRIS-TSDC**  
**SRC#: 556** VISTA conducts a database search to identify all sites within 1 mile of your property.  
The agency release date for RCRIS TSDs Subject to Corrective Action was June, 2000.

The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA TSDCs are treatment, storage and/or disposal facilities that are subject to corrective action under RCRA.



**B) DATABASES SEARCHED TO 1/2 MILE**

**CERCLIS**  
**SRC#: 17** VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for Comprehensive Environmental Response, Compensation and Liability Information Sys was December, 2000.**

The CERCLIS database is a comprehensive listing of known or suspected uncontrolled or abandoned hazardous waste sites. These sites have either been investigated, or are currently under investigation by the U.S. EPA for the release, or threatened release of hazardous substances. Once a site is placed in CERCLIS, it may be subjected to several levels of review and evaluation, and ultimately placed on the National Priorities List (NPL).

**NFRAP**  
**SRC#: 18** VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for No Further Remedial Action Planned was December, 2000.**

The No Further Remedial Action Planned Report (NFRAP), also known as the CERCLIS Archive, contains information pertaining to sites which have been removed from the U.S. EPA's CERCLIS database. NFRAP sites may be sites where, following an initial investigation, either no contamination was found, contamination was removed quickly without need for the site to be placed on the NPL, or the contamination was not serious enough to require federal Superfund action or NPL consideration.

**RCRIS-TSD**  
**SRC#: 12** VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for RCRIS Treatment, Storage and Disposal Facilities was June, 2000.**

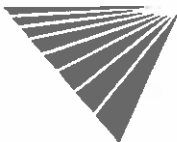
The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA TSDs are facilities which treat, store and/or dispose of hazardous waste.

**SWLF**  
**SRC#: 23** VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for USGS Solid Waste Landfills was December, 1991.**

This database is provided by the United States Geological Survey. The agency may be contacted at: 703-648-5613.

**SWLF**  
**SRC#: 179** VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for Transfer Stations was January, 2000.**

This database is provided by the Colorado Department of Public Health and Environment. The agency may be contacted at: 303-692-3450.



**SWLF**  
**SRC#: 180**

VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for Solid Waste Facility List was January, 2000.**

This database is provided by the Colorado Department of Public Health and Environment. The agency may be contacted at: 303-692-3450.

**SWLF**  
**SRC#: 181**

VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for Historical Landfill Database was January, 2000.**

This database is provided by the Colorado Department of Public Health and Environment. The agency may be contacted at: 303-692-3450.

**LUST**  
**SRC#: 178**

VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for Leaking Underground Storage Tank Trust Fund Sites was January, 2000.**

This database, formerly provided by the Colorado Department of Labor, State Oil Inspector, is no longer distributed by the source agency.

**LUST**  
**SRC#: 184**

VISTA conducts a database search to identify all sites within 1/2 mile of your property.  
**The agency release date for Leaking Underground Storage Tanks - Active Closed was December, 2000.**

This database is provided by the Department of Labor, State Oil Inspector. The agency may be contacted at: 303-620-4302.

#### **C) DATABASES SEARCHED TO 1/4 MILE**

**UST**  
**SRC#: 183**

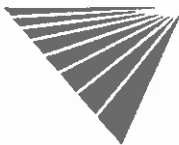
VISTA conducts a database search to identify all sites within 1/4 mile of your property.  
**The agency release date for Underground Storage Tanks was December, 2000.**

This database is provided by the Department of Labor, Oil Inspection Section. The agency may be contacted at: 303-620-4300. Be advised that some states do not require registration of heating oil tanks, especially those used for residential purposes.

**AST**  
**SRC#: 182**

VISTA conducts a database search to identify all sites within 1/4 mile of your property.  
**The agency release date for Aboveground Storage Tanks was December, 2000.**

This database is provided by the Department of Labor, Oil Inspection Section. The agency may be contacted at: 303-620-4300.



**D) DATABASES SEARCHED TO 1/8 MILE**

**ERNS  
SRC#: 8**

VISTA conducts a database search to identify all sites within 1/8 mile of your property. **The agency release date for Emergency Response Notification System was December, 1999.**

ERNS is a national computer database system that is used to store information on the sudden and/or accidental release of hazardous substances, including petroleum, into the environment. The ERNS reporting system contains preliminary information on specific releases, including the spill location, the substance released, and the responsible party.

**RCRA-LQG  
SRC#: 16**

VISTA conducts a database search to identify all sites within 1/8 mile of your property. **The agency release date for RCRIS Large Quantity Generators was June, 2000.**

The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA Large Generators are facilities which generate at least 1000 kg./month of non-acutely hazardous waste (or 1 kg./month of acutely hazardous waste).

**RCRIS-SQG  
SRC#: 15**

VISTA conducts a database search to identify all sites within 1/8 mile of your property. **The agency release date for RCRIS Small Quantity Generators was June, 2000.**

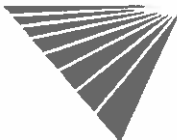
The EPA's Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities which report generation, storage, transportation, treatment or disposal of hazardous waste. RCRA Small Quantity Generators are facilities which generate less than 1000 kg./month of non-acutely hazardous waste.

**SPILLS  
SRC#: 186**

VISTA conducts a database search to identify all sites within 1/8 mile of your property. **The agency release date for Colorado ERNS Database was October, 2000.**

This database is provided by the Colorado Department of Public Health Environment. The agency may be contacted at: 303-692-3023.

End of Report



For more information call VISTA Information Solutions, Inc. at 1 - 800 - 767 - 0403.

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**APPENDIX E**  
**CDPHE MILL TAILINGS REPORT**

n/c

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT  
Hazardous Materials and Waste Management Division  
222 S. 6th St., Rm 232, Grand Junction CO 81501-2768  
(970)-248-7164

Page 1 of 1

Date: 3/12/01

**Mill Tailings Report for**

**Address:**

2947-262-00-057  
Redlands, Mesa County, Colorado

Location No.: 99999

**Requested By:** WALTER KEN  
WALTER GROUP

We are unable to fulfill your request for a mill tailings report on the above property. Our records indicate that we have not performed a survey for that property address. Please have the owner or owner's agent call our office for procedures.

**APPENDIX F**  
**PUBLIC AGENCY REQUEST LETTER**

# The Walter Group

*Environmental Professionals, Compliance Solutions*

P.O. Box 3967, Grand Junction, CO 81502

phone: (970) 255-8017

toll free: (888) 443-8017

fax: (970) 255-8018

March 18, 2001

Grand Junction Fire Department  
Attn.: Mr. Drew Reekie  
330 South 6<sup>th</sup> Street  
Grand Junction, Colorado 81501

Subject: Phase One Environmental Site Assessment  
Rocky Heights Subdivision  
South of Riggs Way and Escondido Circle  
Grand Junction, Colorado

Dear Mr. Reekie:

The Walter Group (*TWG*) is conducting a Phase One Environmental Site Assessment (ESA) at the above-referenced site, property number 2947-262-00-057. Please research your records for any indications of hazardous materials, incidents/spills, or fires at this site, and provide that information to us at the address above.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call.

Sincerely,



Kenneth L. Walter  
The Walter Group

**APPENDIX G**

**QUALIFICATIONS OF REPORT PREPARER**

**Resume of KENNETH L. WALTER**  
Principal, The Walter Group

**EDUCATION**

*Master of Science, Engineering Geology: University of Massachusetts at Amherst, 1982*  
*Bachelor of Arts, Geology: Queens College of the City University of New York, 1978*

**EXPERIENCE**

**The Walter Group, Principal Hydrogeologist, 1998-Present**  
**Mesa Environmental, Inc., Senior Hydrogeologist, 1997-1998**  
**Walsh Environmental, Inc., Principal Hydrogeologist, 1991-1997**  
**EnecoTech, Inc., Associate Hydrogeologist, 1988-1991**  
**CTL/Thompson, Inc., Hydrogeologist, 1984-1988**

**SELECTED PROJECT EXPERIENCE**

***Environmental Assessment***

- > *Project Manager: More than 250 UST sites in Kansas, Missouri, Iowa, North Dakota, South Dakota, Florida, Nebraska, New Mexico, Colorado, Arkansas, Utah, Wyoming, Arizona, Oklahoma, and California*
- > *Lead Investigator, Project Manager, Primary Author: Ground-Water Characterization, Former Landmark Refinery, Fruita, Colorado*
- > *Lead Investigator, Project Manager: Technical and Financial Review of UST Remedial Efforts, Iowa Underground Storage Tank Financial Assistance Program*

***Environmental Remediation***

- > *Primary Design Engineer, Primary Author: Refinery-Wide Containment System, Frontier Refinery, Cheyenne, Wyoming*
- > *Lead Investigator, Project Manager, Primary Design Engineer: Building 941 Remediation, Sioux Gateway Airport, Sioux City, Iowa*
- > *Lead Investigator, Project Manager, Primary Design Engineer: Amoco Council Bluffs Terminal Ground-Water Remediation, Council Bluffs, Iowa*

**REGISTRATIONS**

Certified Ground-Water Professional (Application in Progress)  
Professional Geologist (Application in Progress)  
Colorado Consultant Registration No. C208  
Registered Environmental Professional No. 5081, Colorado  
Colorado Certified Asbestos Inspector/Management Planner

**The Walter Group**

*Environmental Professionals, Compliance Solutions*  
P.O. Box 3967, Grand Junction, Colorado 81502

coll free: (888) 443-8017  
phone: (970) 255-8017

**FINAL DRAINAGE REPORT**

For

**Rocky Heights Subdivision**

Developer:

Marjorie Rump, Marilyn Schively  
and Susan Rump Steinbach  
124 Royalton Circle  
Folsom, CA 95630

Prepared By:  
LANDesign LLC  
244 North 7<sup>th</sup> Street  
Grand Junction, Colorado 81501  
(970) 245-4099

November 30, 2001

I hereby certify that this report was prepared by myself.

Brian C. Hart  
Colorado P.E. #34735



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### APPENDIX

## General Location and Description

### A. Site and Major Basin Location

Rocky Heights Subdivision is located in the Redlands area Grand Junction, north of Riggs Hill. The project is accessed from South Broadway by Escondido Circle and Riggs Way. More specifically the parcel number of the property is 2947-262-00-068. Exhibit 1 shows the general location of the proposed project.

Streets in the vicinity include South Broadway to the south, Escondido Drive to the north and west and Riggs Way.

The Major Basin is commonly known as Limekiln Gulch and extends from the Colorado National Monument to the Colorado River through the Redlands area.

### B. Site and Major Basin Description

The site is approximately 25 acres and is currently vacant with dry-land grasses and shrubs. Portions of the property are steep and covered with rock outcrops. Exhibit 2 shows the general topography of the site and the surrounding area. The property can be described as rolling to steep in nature with slopes varying from 2.0% to greater than 30% on the adjacent hills located on and near the property. The property does not have an agricultural past.

The surrounding land use in the vicinity of the project is considered to be low intensity. Desert Hills Estates Subdivision is immediately adjacent to the property and encompasses 21, 1-2 acre lots. The Shadow Mountain, Stephens, Monument Meadows, Wildwood, Lion Valley, Hacienda Acres, Rust, Hayes Spring and Cottonwood Estates subdivisions are located within one-half mile of the parcels. The property is located within one-quarter mile of the Tiara Rado Golf Course. The proposal calls for the ultimate development of 5, 1-2 acre lots.

The soils located on the site are described as Rough Gullied Land and Rough Broken Land (Rr) with slopes ranging from 2-30%. The hydro-group for this type of soil is not clearly defined, however, the soil description indicates that a designation of 'C' is most appropriate. Exhibit 3 (Reference 3) shows the soil map for the area, including the subject property.

The Limekiln Gulch major basin is a large basin that covers approximately 16-17 square miles. The majority of the basin is

located within the Colorado National Monument. Therefore, the surface description for the majority of the basin can be described as Pinyon-juniper forest with grass under-story. When the basin leaves the Colorado National Monument, the basin description changes, ranging from large lot developments to meadows and pastures. The basin discharges to the Colorado River 1.5 miles downstream of the subject property.

The subject property is located within Zone X as indicated on the FEMA Flood Insurance Rate Map 0009 for the City of Grand Junction.

## **II. Existing Drainage Conditions**

### **A. Major Basin**

The majority of the Limekiln Gulch basin is located within the Colorado National Monument as stated in section I-B. The existing drainage conditions in this area of the basin vary from steep gullies and cliffs to rolling hills and meadows. As stated above, the surface description can be described as Pinyon-juniper forest with grass under-story. Hydrologic classifications of the basin vary from 'C' and 'D' for the steep rocky gullies and cliffs to 'A/B' and 'A' for the sandy soil located throughout the basin.

Two drainage studies have been performed near the subject property. First, a study for Limekiln Gulch entitled, 'Hydrological Report, Proposed Building Site, 2125 Desert Hills Drive, Grand Junction, Colorado', by Lincoln Devore dated January 1994. This report's primary purpose was to determine the maximum water surface elevation for Lot 1 of the Hayes Spring Subdivision. Second, a study was performed for Desert Hill Estates Subdivision that encompassed the subdivision and more accurately defined the floodplain of Limekiln Gulch.

### **B. Site**

The subject property drains north towards the Redlands Second Lift Canal at slopes ranging from 2-30%. The canal separates the subject property from Desert Hills Estates Subdivision to the north.

According to the drainage report for Desert Hills Estates Subdivision, west areas of the subject property ponds in a low spot adjacent to the canal. The east area of the subject property will drain past the canal to a large swale. This swale was sized to

handle all historic flows from the east area of Rocky Heights up to Riggs Hill. The 2 and 100 year flows are 9.2 cfs and 47 cfs respectively.

### **III. Proposed Drainage Conditions**

#### **A. Changes in Drainage Patterns**

There will be a minor change to the drainage pattern for the subject property. As discussed further in section IV-B, historic basin H2 currently discharges to the west of the subject property to Limekiln Gulch. However, this project proposes to direct runoff from this basin to the detention pond that drains to the east via a large swale within Desert Hills Estates Subdivision.

The historic drainage patterns will not be changed from those described in Section II-B of this report.

#### **B. Maintenance Issues**

The maintenance of the surface drainage elements located within the street right-of-way will be the responsibility of the City of Grand Junction Public Works Department. Maintenance of all other drainage elements will be the responsibility of the Homeowners Association.

### **IV. Design Criteria & Approach**

#### **A. General Considerations**

As mentioned earlier, there have been two drainage reports completed that affect the subject property and have been discussed in section II-A.

A detention pond is proposed to control the increase in stormwater runoff from the subject property. The detention pond will release historic flows under the canal with twin outlet pipes.

The processing of the previous subdivision of the property, the Rump Subdivision, stipulated that a rock roll-out trench would be required to control any rock-fall towards the proposed lots. This rock roll-out trench is rather large (see Final Plans); therefore, the trench will capture runoff from the south. Culverts are planned to

drain the trench near the historic drainage paths on either side of Lot 3.

Constraints around the property include the steep topography, off-site swales and the Redlands First Lift Canal.

The final drainage design and report will conform to the City of Grand Junction's Stormwater Management Manual (SWMM). Therefore, the master planning issues for drainage in the area is considered addressed, as the project will not impact the area more than historic conditions.

## B. Hydrology

The Stormwater Management Manual (SWMM) for the City of Grand Junction has been used for the preparation of the Final Drainage Report. The design storms are defined in the SWMM as the 2-year and 100-year events. As the site is within the 201 Boundary, the Grand Junction area precipitation information will be used and is outlined within the SWMM.

The rational method has been used to analyze the hydrology for the historic and developed. Exhibit 4 shows the rational 'C' values for the historic and developed basins. The detention pond will be analyzed using the modified rational method as outlined in the SWMM. A Pre-Development and Post-Development Drainage Map is included in the rear of this report.

Basin H1 is the largest existing basin at 26.1 acres and it drains the eastern portions of the site. This basin drains towards the proposed detention pond location at the canal. Because the SWMM dictates that irrigation ditches cannot be considered as a conveyance element for stormwater, it was assumed that runoff would pass directly over to the north side of the canal. As mentioned in section II-B a swale was constructed for the adjacent subdivision to handle this flow. Exhibits 5 and 6 show the calculations for basin H1.

Basin H2 is the smallest basin at 3.38 and it drains the central portions of the site. The basin drains to a low point within Lot 1 just north of the canal. The previous drainage study for Desert Hills indicated that this area was lower than the canal and that runoff will pond in this area. However, after further inspection, the area mentioned is probably not low enough to completely hold all runoff from basin H2. Therefore, this project will route the runoff to the

detention pond by way of a ditch and culvert. Exhibits 7 and 8 show the calculations for basin H2.

Basin H3 is approximately 7.2 acres in size and drains the west area of the site. This basin drains to a low point within Tract A and C. As opposed to basin H2, runoff from this basin will indeed pond within the low point of the basin as described in the previous drainage study. Exhibits 9 and 10 show the calculations for basin H3.

The developed basins are similar to the historic basins. In the case of basins H3 and D3, they are identical. Basins D1 and D2 have slightly different rational 'C' values based on added impervious area and slightly different flow paths based on the rock roll-out trench and lot grading. Exhibits 11-16 show the calculations for developed basins D1-D3. The modified rational method calculation for the detention pond is shown on Exhibit 17. It is important to note that the pond has been sized to release the historic flows from basin H1 only, even though developed basins D1 and D2 drain to the pond. This is because basin H2 historically drained to the east, and there is no way to drain this basin that direction. Exhibit 18 shows the volume calculation for the designed detention pond.

Another item to discuss is the flow paths used in the calculations for both historic and developed basin. Typically, the initial overland flow is limited to 300 feet for the rational method. However, if the slopes of the overland flow are steep, as is the case with this project, it is common to further limit the assumed overland flow length. This has not been done in the calculations for this report for three reasons. First, the surface of the basin in the steeper areas is not smooth, or even semi-smooth as the topography shows. The surface is very rough and rocky with an undulating surface, limiting the clear path for the overland flow. Second, there is no clear path for shallow concentrated flow or channel flow, indicating that flow patterns have not been concentrated or channeled until a few hundred feet below the top of the basin. Lastly, the calculated flows for the basins are about twice the typical runoff generated for a flatter site, which is reasonable, if not conservative.

#### C. Hydraulics

All hydraulic calculations for conveyance elements have been designed according to the SWMM.

Exhibits 19-22 show the calculations for the detention pond outlets. It is important to note that there are two outlets planned. This is

because there is limited space for the outlet to fit under the canal and drain to the swale.

Exhibit 23 shows the calculation for a standard 24" culvert. For each of the planned culverts for the trench and road, they have been sized at 24-inches, which obviously does not convey the entire basin. However, this size will convey the smaller, more specific areas that contribute run off to the respective culverts. Exhibit 24 shows the calculation for the 18" culvert design to drain the north area of Lot 1. Exhibit 25 shows the calculation for the steeper areas of ditch section A-A along the boundary of Lot 3. Exhibit 26 shows the calculation for the shallower slopes of ditch section A-A for Lot 1 and Lot 5. Exhibit 27 shows the calculation for the 24" outlet pipes based on inlet control and available headwater.

## V. Results and Conclusions

### A. Runoff rates for 2 and 100 Year Storms

#### *Historic Conditions*

<i>Basin H1:</i>	<i>2 yr = 10.7 cfs</i>	<i>100 yr = 47.0 cfs</i>
<i>Basin H2:</i>	<i>2 yr = 1.5 cfs</i>	<i>100 yr = 6.6 cfs</i>
<i>Basin H3:</i>	<i>2 yr = 3.4 cfs</i>	<i>100 yr = 14.9 cfs</i>

#### *Developed Conditions*

<i>Basin D1:</i>	<i>2 yr = 11.4 cfs</i>	<i>100 yr = 49.9 cfs</i>
<i>Basin D2:</i>	<i>2 yr = 1.6 cfs</i>	<i>100 yr = 6.8 cfs</i>
<i>Basin D3:</i>	<i>2 yr = 3.4 cfs</i>	<i>100 yr = 14.9 cfs</i>

### B. Overall Compliance

This report and related design followed the City of Grand Junction Stormwater Management Manual for drainage design, policy and criteria.

### C. Report Limits and Additional Requirements

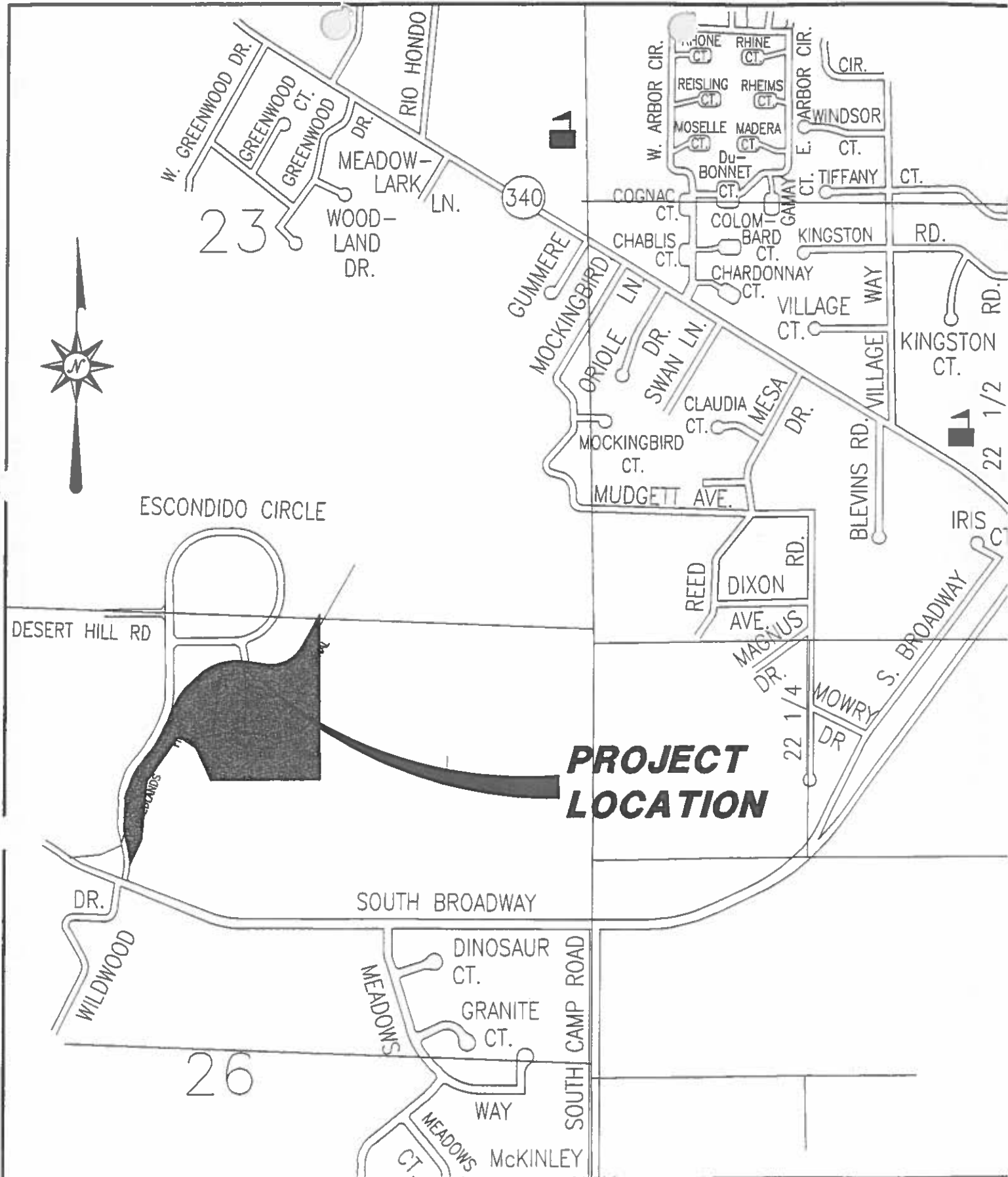
This report was prepared to analyze the developed conditions of the proposed site, the design of the hydraulic elements and the design of the detention pond. Any changes or revisions to the project would necessitate a revised drainage report and design.

An additional requirement for the construction of the site is imperative to mention. Because this project has been conceived to be a large acre, rural or estate type subdivision, the design does not show the grading for each individual lot other than the roll-out trench, ditch grading on either side of Lot 3 and ditch grading adjacent to the canal. Each individual lot owner and subsequent building construction should take appropriate care in grading each site carefully to direct drainage towards the planned culverts and detention pond. In the case of Lot 5, a small ditch and culvert should be placed on the front of the lot and under a driveway to convey a small amount drainage from Lots 4 and 5. The location of the ditch and culvert could vary depending on lot grading and final utility locations.



## VI. References

1. Storm Water Management Manual, (SWMM), City of Grand Junction, May 1996.
2. Flood Insurance Rate Map, City of Grand Junction, Colorado, Prepared for the City of Grand Junction, Colorado and Mesa County by the Federal Emergency Management Agency, revised 1992.
3. Soil Survey, Grand Junction Area, Colorado, Series 1940, No. 19, U.S. Department of Agriculture, issues November 1955.
4. Hydrological Report, Proposed Building Site, 2125 Desert Hills Drive, Grand Junction, Colorado, prepared by Lincoln Devore, Inc., January 17, 1994.
5. Final Drainage Report for Desert Hills Estates, LANDesign, May 26, 2000.



# ROCKY HEIGHTS LOCATION MAP

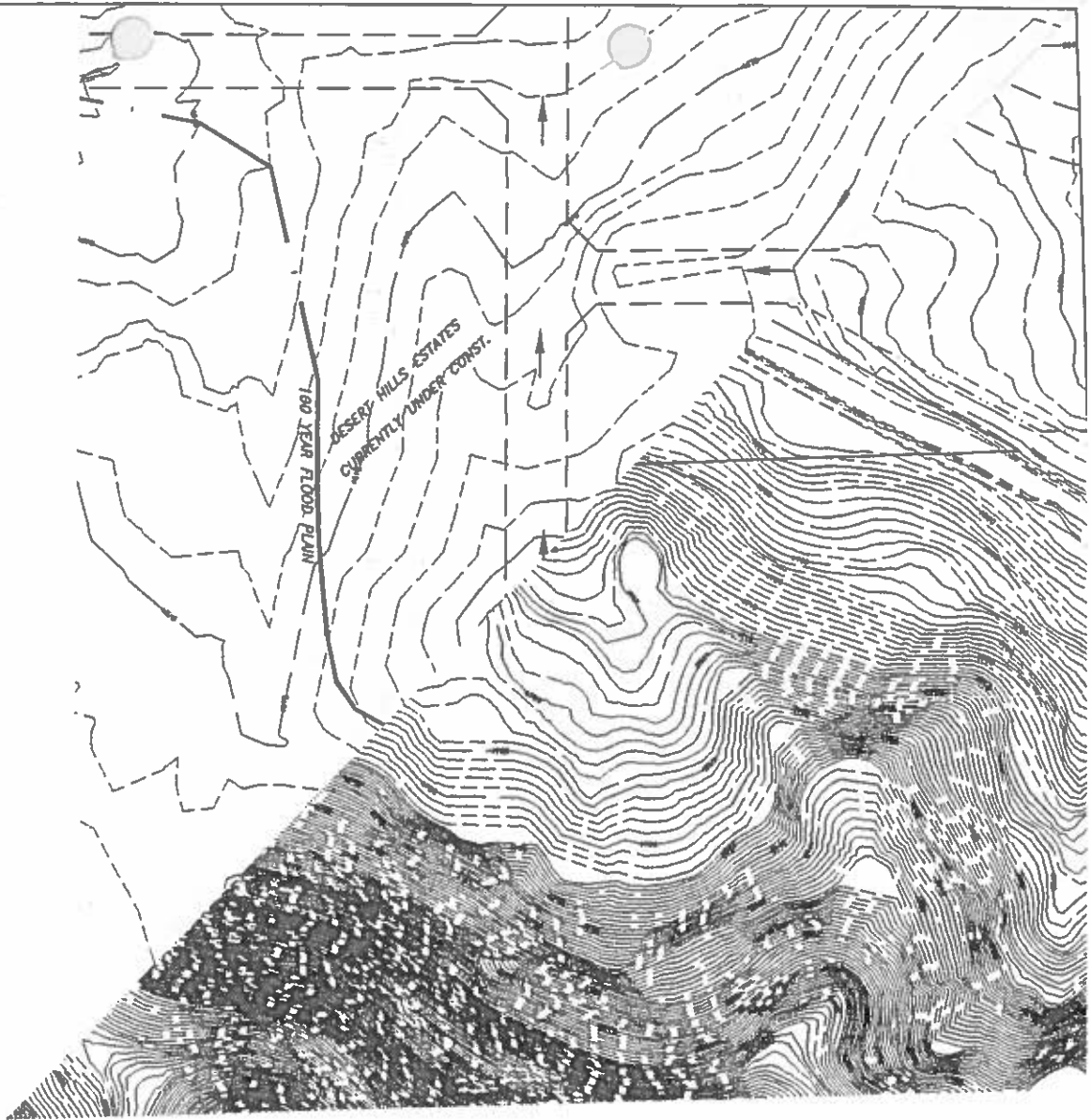




EXHIBIT 3

# COMPOSITE RUNOFF COEFFICIENTS WORKSHEET

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

SUBBASIN I.D.	LAND USE /SURFACE DESCRIPTION	STORM FREQUENCY	SCS HYDROLOGIC SOIL GROUP AND NAME (eg - B:RAVOLA)								COMPOSITE C VALUE
			A:		B:		C:		D:		
			% OF SUBBASIN	"C" VALUE	% OF SUBBASIN	"C" VALUE	% OF SUBBASIN	"C" VALUE	% OF SUBBASIN	"C" VALUE	
<b>Historic Conditions (Basins H1, H2 and H3)</b>											
2-Year	Hills, Rough	2					100.00	0.44			0.44
100-Year	Hills, Rough	100					100.00	0.48			0.48
<b>Developed Conditions (Basin D1)</b>											
2-Year	Building/Asph.	2					2.00	0.95			
	Hills, Rough	2					98.00	0.44			0.45
100-Year	Building/Asph.	100					2.00	0.97			
	Hills, Rough	100					98.00	0.48			0.49
<b>Developed Conditions (Basin D2)</b>											
2-Year	Building/Asph.	2					5.00	0.95			
	Hills, Rough	2					95.00	0.44			0.47
100-Year	Building/Asph.	100					5.00	0.97			
	Hills, Rough	100					95.00	0.48			0.50
<b>Developed Conditions (Basin D3, no change from H3)</b>											
2-Year	Hills, Rough	2					100.00	0.44			0.44
100-Year	Hills, Rough	100					100.00	0.48			0.48

EXHIBIT 4



**ROCKY HEIGHTS TOPOGRAPHY MAP**

# TIME OF CONCENTRATION CALCULATION WORKSHEET

JOB NAME: Rocky Heights Subdivision  
JOB NUMBER: 200077.40  
DATE: 11/9/01

BASIN DESIGNATION: H1 - Historic on-site

Flowing to: Redlands Canal

OVERLAND FLOW:	2-Year	100-Year
Surface Description:	Rocky slopes, and grass	
Rational Coefficient: c<2>:	0.44	0.48
Flow Length, L (total < 300 ft.)	295 ft.	295 ft.
Land Slope, S	0.3 ft/ft	0.3 ft/ft
To<2> (Figure E-2):	6.57 min.	
To<100> (Figure E-2):		6.17 min.

## SHALLOW CONCENTRATED FLOW

Surface Description:	Gravel, grass and rocks	
Flow Length, L	490 ft.	490 ft.
Flow Slope, S	0.2 ft/ft	0.2 ft/ft
Flow Velocity: (Figure E-3)	4.5 ft/sec	4.5 ft/sec
Travel Time = L/(60V)	1.81 min.	1.81 min.

## CHANNEL FLOW

Cross-Sectional Flow Area, a	8.00 ft <sup>2</sup>
Wetted Perimeter, Pw	7.65 ft.
Hydraulic Radius, r = a/Pw	1.05 ft.
Channel Slope, S	0.022 ft./ft.
Manning's Coefficient, n	0.050
Velocity, V=1.49r <sup>0.67</sup> s <sup>0.5</sup> /n	4.55 ft./sec.
Flow Length, L	328.00 ft.
Travel Time = L/(60V)	1.20 min.

## TIME OF CONCENTRATION

Tc<2>	9.58 min.
Tc<100>	9.18 min.

**RUNOFF CALCULATION WORKSHEET  
RATIONAL METHOD**

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

BASIN DESIGNATION: H1 - Historic on-Site  
 FLOWING TO: Redlands Canal

1. Basin Area 26.100 acres

2. Time of Concentration  
     2-Year 9.58 min.  
     100-Year 9.18 min.

3. Storm Intensity (for use in the Grand Valley)  
 per Table "A-1a"  
     2-year  $\frac{26.71}{T_c + 19.01}$  0.93 in/hr  
     100-Year  $\frac{104.94}{T_c + 18.8}$  3.75 in/hr

4. Composite Runoff Coefficients  
     2-Year 0.44  
     100-Year 0.48

5. Q = CIA  
     Q(2)= 0.44 x 0.93 x 26.100 = **10.73 cfs**  
     Q(100)= 0.48 x 3.75 x 26.100 = **46.98 cfs**



## TIME OF CONCENTRATION CALCULATION WORKSHEET

JOB NAME: Rocky Heights Subdivision  
JOB NUMBER: 200077.40  
DATE: 11/9/01

BASIN DESIGNATION: H2 - Historic on-site

Flowing to: Redlands Canal

OVERLAND FLOW:	2-Year	100-Year
Surface Description:	Rocky slopes	
Rational Coefficient: c<2>:	0.44	0.48
Flow Length, L (total < 300 ft.)	200 ft.	200 ft.
Land Slope, S	0.27 ft/ft	0.27 ft/ft
To<2> (Figure E-2):	5.60 min.	
To<100> (Figure E-2):		5.26 min.

### SHALLOW CONCENTRATED FLOW

Surface Description:	Gravel, grass and rocks	
Flow Length, L	270 ft.	270 ft.
Flow Slope, S	0.1 ft/ft	0.1 ft/ft
Flow Velocity: (Figure E-3)	3.2 ft/sec	3.2 ft/sec
Travel Time = L/(60V)	1.41 min.	1.41 min.

### CHANNEL FLOW

Cross-Sectional Flow Area, a	1.00 ft <sup>2</sup>
Wetted Perimeter, Pw	5.00 ft.
Hydraulic Radius, r = a/Pw	0.20 ft.
Channel Slope, S	0.040 ft./ft.
Manning's Coefficient, n	0.025
Velocity, V=1.49r <sup>0.67</sup> s <sup>0.5</sup> /n	4.07 ft./sec.
Flow Length, L	100.00 ft.
Travel Time = L/(60V)	0.41 min.

### TIME OF CONCENTRATION

Tc<2>	7.42 min.
Tc<100>	7.08 min.

**RUNOFF CALCULATION WORKSHEET  
RATIONAL METHOD**

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

BASIN DESIGNATION: H2 - Historic on-site  
 FLOWING TO: Redlands Canal

1. Basin Area 3.380 acres

2. Time of Concentration  
     2-Year 7.42 min.  
     100-Year 7.08 min.

3. Storm Intensity (for use in the Grand Valley)  
 per Table "A-1a"  
     2-year  $\frac{26.71}{T_c + 19.01}$  1.01 in/hr  
     100-Year  $\frac{104.94}{T_c + 18.8}$  4.06 in/hr

4. Composite Runoff Coefficients  
     2-Year 0.44  
     100-Year 0.48

5. Q = CIA  
     Q(2)= 0.44 x 1.01 x 3.380 = **1.50 cfs**  
     Q(100)= 0.48 x 4.06 x 3.380 = **6.58 cfs**

## TIME OF CONCENTRATION CALCULATION WORKSHEET

JOB NAME: Rocky Heights Subdivision  
JOB NUMBER: 200077.40  
DATE: 11/9/01

BASIN DESIGNATION: H3 - Historic on-site

Flowing to: Redlands Canal

OVERLAND FLOW:	2-Year	100-Year
Surface Description:	Rocky slopes	
Rational Coefficient: c<2>:	0.44	0.48
Flow Length, L (total < 300 ft.)	200 ft.	200 ft.
Land Slope, S	0.4 ft/ft	0.4 ft/ft
To<2> (Figure E-2):	4.91 min.	
To<100> (Figure E-2):		4.62 min.

### SHALLOW CONCENTRATED FLOW

Surface Description:	Gravel, grass and rocks	
Flow Length, L	270 ft.	270 ft.
Flow Slope, S	0.2 ft/ft	0.2 ft/ft
Flow Velocity: (Figure E-3)	4.5 ft/sec	4.5 ft/sec
Travel Time = L/(60V)	1.00 min.	1.00 min.

### TIME OF CONCENTRATION

Tc<2> 5.91 min.  
Tc<100> 5.62 min.

**RUNOFF CALCULATION WORKSHEET  
RATIONAL METHOD**

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

BASIN DESIGNATION: H3 - Historic on-site  
 FLOWING TO: Redlands Canal

1. Basin Area 7.200 acres

2. Time of Concentration  
     2-Year 5.91 min.  
     100-Year 5.62 min.

3. Storm Intensity (for use in the Grand Valley)  
 per Table "A-1a"  
     2-year  $\frac{26.71}{T_c + 19.01}$  1.07 in/hr  
     100-Year  $\frac{104.94}{T_c + 18.8}$  4.30 in/hr

4. Composite Runoff Coefficients  
     2-Year 0.44  
     100-Year 0.48

5. Q = CIA

$$Q(2) = 0.44 \times 1.07 \times 7.200 = 3.40 \text{ cfs}$$

$$Q(100) = 0.48 \times 4.30 \times 7.200 = 14.85 \text{ cfs}$$

## TIME OF CONCENTRATION CALCULATION WORKSHEET

JOB NAME: Rocky Heights Subdivision  
JOB NUMBER: 200077.40  
DATE: 11/9/01

BASIN DESIGNATION: D1 - Developed Conditions

Flowing to: Redlands Canal

OVERLAND FLOW:	2-Year	100-Year
Surface Description:	Rocky Slopes and grass	
Rational Coefficient:	0.44	0.48
Flow Length, L (total < 300 ft.)	295 ft.	295 ft.
Land Slope, S	0.3 ft/ft	0.3 ft/ft
To<2> (Figure E-2):	6.64 min.	
To<100> (Figure E-2):		6.24 min.

### SHALLOW CONCENTRATED FLOW

Surface Description:	Rocky Slopes and grass	
Flow Length, L	380 ft.	380 ft.
Flow Slope, S	0.2 ft/ft	0.2 ft/ft
Flow Velocity: (Figure E-3)	4.500 ft/sec	4.500 ft/sec
Travel Time = L/(60V)	1.41 min.	1.41 min.

### CHANNEL FLOW

Cross-Sectional Flow Area, a	4.00 ft <sup>2</sup>
Wetted Perimeter, Pw	6.00 ft.
Hydraulic Radius, r = a/Pw	0.67 ft.
Channel Slope, S	0.080 ft./ft.
Manning's Coefficient, n	0.033
Velocity, $V=1.49r^{.67}s^{.5}/n$	9.74 ft./sec.
Flow Length, L	250.00 ft.
Travel Time = L/(60V)	0.43 min.

### TIME OF CONCENTRATION

Tc<2>	8.48 min.
Tc<100>	8.07 min.

**RUNOFF CALCULATION WORKSHEET  
RATIONAL METHOD**

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

BASIN DESIGNATION: D1 - Developed Conditions  
 FLOWING TO: Redlands Canal

1. Basin Area 26.100 acres

2. Time of Concentration  
 2-Year 8.48 min.  
 100-Year 8.07 min.

3. Storm Intensity (for use in the Grand Valley)  
 per Table "A-1a"  
 2-year  $\frac{26.71}{T_c + 19.01}$  0.97 in/hr

100-Year  $\frac{104.94}{T_c + 18.8}$  3.90 in/hr

4. Composite Runoff Coefficients  
 2-Year 0.45  
 100-Year 0.49

5. Q = CIA

$$Q(2) = 0.45 \times 0.97 \times 26.100 = 11.41 \text{ cfs}$$

$$Q(100) = 0.49 \times 3.90 \times 26.100 = 49.94 \text{ cfs}$$

# TIME OF CONCENTRATION CALCULATION WORKSHEET

**JOB NAME:** Rocky Heights Subdivision  
**JOB NUMBER:** 200077.40  
**DATE:** 11/9/01

**BASIN DESIGNATION:** D2 - Developed Conditions  
**Flowing to:** Redlands Canal

<b>OVERLAND FLOW:</b>	<b>2-Year</b>	<b>100-Year</b>
Surface Description:	Rocky Slopes	Rocky Slopes
Rational Coefficient:	0.44	0.48
Flow Length, L (total < 300 ft.)	200 ft.	200 ft.
Land Slope, S	0.27 ft/ft	0.27 ft/ft
To<2> (Figure E-2):	5.66 min.	
To<100> (Figure E-2):		5.32 min.

## SHALLOW CONCENTRATED FLOW

Surface Description:	Gravel, grass and rocks	
Flow Length, L	270 ft.	270 ft.
Flow Slope, S	0.1 ft/ft	0.1 ft/ft
Flow Velocity: (Figure E-3)	3.200 ft/sec	3.200 ft/sec
Travel Time = L/(60V)	1.41 min.	1.41 min.

## CHANNEL FLOW (Gutter)

Cross-Sectional Flow Area, a	1.00 ft <sup>2</sup>
Wetted Perimeter, Pw	5.00 ft.
Hydraulic Radius, r = a/Pw	0.20 ft.
Channel Slope, S	0.040 ft./ft.
Manning's Coefficient, n	0.025
Velocity, $V=1.49r^{.67}s^{.5/n}$	4.07 ft./sec.
Flow Length, L	100.00 ft.
Travel Time = L/(60V)	0.41 min.

## TIME OF CONCENTRATION

Tc<2>            7.48 min.  
Tc<100>         7.13 min.

# RUNOFF CALCULATION WORKSHEET

## RATIONAL METHOD

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

BASIN DESIGNATION: D2 - Developed Conditions  
 FLOWING TO: Redlands Canal

- |  |          |                             |                   |
|--|----------|-----------------------------|-------------------|
| 1. Basin Area  |          | <u>3.380</u>                | acres             |
| 2. Time of Concentration   |          |                             |                   |
|  | 2-Year   | <u>7.48</u>                 | min.              |
|  | 100-Year | <u>7.13</u>                 | min.              |
| 3. Storm Intensity (for use in the Grand Valley)<br>per Table "A-1a" |          |                             |                   |
|  | 2-year   | $\frac{26.71}{T_c + 19.01}$ | <u>1.01</u> in/hr |
|  | 100-Year | $\frac{104.94}{T_c + 18.8}$ | <u>4.05</u> in/hr |
| 4. Composite Runoff Coefficients                                     |          |                             |                   |
|  | 2-Year   | <u>0.47</u>                 |                   |
|  | 100-Year | <u>0.50</u>                 |                   |
| 5. Q = CIA   |          |                             |                   |

$$Q(2) = 0.47 \times 1.01 \times 3.380 = 1.60 \text{ cfs}$$

$$Q(100) = 0.50 \times 4.05 \times 3.380 = 6.84 \text{ cfs}$$



# TIME OF CONCENTRATION CALCULATION WORKSHEET

**JOB NAME:** Rocky Heights Subdivision  
**JOB NUMBER:** 200077.40  
**DATE:** 11/9/01

**BASIN DESIGNATION:** D3 - Historic on-site

**Flowing to:** Redlands Canal

<b>OVERLAND FLOW:</b>	<b>2-Year</b>	<b>100-Year</b>
Surface Description:	Rocky slopes	Rocky slopes
Rational Coefficient:	0.44	0.48
Flow Length, L (total < 300 ft.)	200 ft.	200 ft.
Land Slope, S	0.4 ft/ft	0.4 ft/ft
To<2> (Figure E-2):	4.91 min.	
To<100> (Figure E-2):		4.62 min.

## SHALLOW CONCENTRATED FLOW

Surface Description:	Gravel, grass and rocks	
Flow Length, L	270 ft.	270 ft.
Flow Slope, S	0.2 ft/ft	0.2 ft/ft
Flow Velocity: (Figure E-3)	4.500 ft/sec	4.500 ft/sec
Travel Time = L/(60V)	1.00 min.	1.00 min.

## TIME OF CONCENTRATION

Tc<2> 5.91 min.  
Tc<100> 5.62 min.

# RUNOFF CALCULATION WORKSHEET

## RATIONAL METHOD

JOB NAME: Rocky Heights Subdivision  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

BASIN DESIGNATION: D3 - Historic on-site  
 FLOWING TO: Redlands Canal

- |  |          |                             |       |
|--|----------|-----------------------------|-------|
| 1. Basin Area  |          | <u>7.200</u>                | acres |
| 2. Time of Concentration   |          |                             |       |
|  | 2-Year   | <u>5.91</u>                 | min.  |
|  | 100-Year | <u>5.62</u>                 | min.  |
| 3. Storm Intensity (for use in the Grand Valley)<br>per Table "A-1a" |          |                             |       |
|  | 2-year   | $\frac{26.71}{T_c + 19.01}$ |       |
|  |          | <u>1.07</u>                 | in/hr |
|  | 100-Year | $\frac{104.94}{T_c + 18.8}$ |       |
|  |          | <u>4.30</u>                 | in/hr |
| 4. Composite Runoff Coefficients                                     |          |                             |       |
|  | 2-Year   | <u>0.44</u>                 |       |
|  | 100-Year | <u>0.48</u>                 |       |
| 5. Q = CIA   |          |                             |       |

$$\begin{aligned}
 Q(2) &= 0.44 \times 1.07 \times 7.200 = 3.40 \text{ cfs} \\
 Q(100) &= 0.48 \times 4.30 \times 7.200 = 14.85 \text{ cfs}
 \end{aligned}$$

# REQUIRED DETENTION POND VOLUME

JOB NAME: Rocky Heights  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

FORMULAS PER SWMM, Table "N-1"

## 2-YEAR RELEASE (ORIFICE & WEIR COMBINATION)

$Q_r = 0.65 Q_{max}$   
 $Q_{max} = 10.70 \text{ CFS}$   
 $Q_r = 6.96 \text{ CFS}$

## 100-YEAR RELEASE (ORIFICE & WEIR COMBINATION)

$Q_r = 0.65 Q_{max}$   
 $Q_{max} = 47.00 \text{ CFS}$   
 $Q_r = 30.55 \text{ CFS}$

## DETENTION FORMULAS (Grand Valley)

$$T_d = 507.82 C_d A / (Q_r - (Q_r^2 T_{cd} / (53.4 C_d A)))^{0.5} - 19.0$$

$$T_d = 1972.9 C_d A / (Q_r - (Q_r^2 T_{cd} / (209.9 C_d A)))^{0.5} - 18.8$$

$$I_d = \text{Intensity at } T_d = 26.71 / (T_d + 19.01)$$

$$I_d = \text{Intensity at } T_d = 104.94 / (T_d + 18.80)$$

$$Q_d = C_d A (I_d)$$

$$K = T_{ch} / T_{cd}$$

$$V = 60 ( Q_d T_d - Q_r T_d - Q_r T_{cd} + K Q_r T_{cd} / 2 + Q_r^2 T_{cd} / ( 2 Q_d ) )$$

WHERE:

$T_d$  = Time of Critical Storm Duration, l  
 $C$  = Weir Coefficient, OR  
 $C$  = Runoff Coefficient;  
 $A$  = Area in Acres;  
 $Q_r$  = Detention Pond Average Release;  
 $T_c$  = Time of Concentration, Minutes  
 $I_d$  = Intensity at  $T_d$ , Inches Per Hour;  
 $Q_d$  = Runoff Rate at  $T_d$ , CFS  
 $K$  = Ratio of Pre and Post Development  
 $V$  = Storage Volume in CF;

SUBSCRIPTS:

2 = 2-Year Storm  
 100 = 100-Year Storm  
 h = Historic Condition  
 d = Developed Condition

## REQUIRED 2-YEAR STORAGE VOLUME

$T_d$ 2	$C_d$	A	$Q_r$	$T_h$ h	$T_c$ d	$I_d$ 2	$Q_d$ 2	K	V 2
13.50	0.45	29.48	6.96	9.58	8.48	0.82	10.90	1.13	2786

## REQUIRED 100-YEAR STORAGE VOLUME

$T_d$ 100	$C_d$	A	$Q_r$	$T_h$ h	$T_c$ d	$I_d$ 100	$Q_d$ 100	K	V 100
13.47	0.49	29.48	30.55	9.18	8.07	3.25	46.98	1.14	11705

# POND VOLUME CALCULATION WORKSHEET

JOB NAME: Rocky Heights  
 JOB NUMBER: 200077.40  
 DATE: 11/9/01

## STORAGE VOLUME

Conic Method Equation in SWMM, Page N-12, Figure N-4

Equation:

$$V(n \text{ to } n+1) = (A(n) + A(n+1) + (A(n) \cdot A(n+1))^{.5})h/3$$

Elevation (h) ft.	Area (A) sq. ft.	Increment Volume cu. Ft.	Total Volume cu. Ft.
4683.5	0		
4684	846	141	141
4685	2766	1714	1855
4686	3718	3230	5085
4687	4766	4231	9316
4688	5874	5310	14627

2 Year storage volume:                      Required:            2786  
    Provided:            2800 CF at Elevation 4685.35

100 Year storage volume:                    Required:            11705  
    Provided:            11750 CF at Elevation 4687.45  
    0.55-foot of freeboard provided

**12" 2-Year Outlet  
Worksheet for Circular Orifice**

---

**Project Description**

Worksheet	2-Year Outlet
Type	Circular Orifice
Solve For	Discharge

---

---

**Input Data**

Headwater Elevation	85.35 ft
Centroid Elevation	83.70 ft
Tailwater Elevation	83.00 ft
Discharge Coefficient	0.60
Diameter	12 in

---

---

**Results**

Discharge	5.26 cfs
Headwater Height Above Centroi	1.65 ft
Tailwater Height Above Centroid	-0.70 ft
Flow Area	0.9 ft <sup>2</sup>
Velocity	6.18 ft/s

---

**EXHIBIT 19**

20" 100-Year Orifice  
Worksheet for Circular Orifice

Project Description

Worksheet	20" 100-Year Orifice
Type	Circular Orifice
Solve For	Discharge

Input Data

Headwater Elevation	87.45 ft
Centroid Elevation	83.93 ft
Tailwater Elevation	83.00 ft
Discharge Coefficient	0.60
Diameter	20 in

Results

Discharge	19.70 cfs
Headwater Height Above Centroid	3.52 ft
Tailwater Height Above Centroid	-0.93 ft
Flow Area	2.2 ft <sup>2</sup>
Velocity	9.03 ft/s

$19.7 \text{ cfs} + 27.7 \text{ cfs} = 47.2 \text{ cfs} \approx 47.0 \text{ cfs}$

EXHIBIT 20

24" 100-Year Orifice  
Worksheet for Circular Orifice

---

Project Description

Worksheet	24" 100-Year Orifice
Type	Circular Orifice
Solve For	Discharge

---

---

Input Data

Headwater Elevation	87.45 ft
Centroid Elevation	84.10 ft
Tailwater Elevation	83.00 ft
Discharge Coefficient	0.60
Diameter	24 in

---

---

Results

Discharge	27.68 cfs
Headwater Height Above Centroi	3.35 ft
Tailwater Height Above Centroid	-1.10 ft
Flow Area	3.1 ft <sup>2</sup>
Velocity	8.81 ft/s

---

$19.7 \text{ CFS} + 27.7 \text{ CFS} = 47.2 \text{ CFS} \sim 47.0 \text{ DK}$

EXHIBIT 21

**100-Year Overflow Barrel  
Worksheet for Circular Orifice**

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**Project Description**

---

Worksheet	100-Year Outlet Overflow
Type	Circular Orifice
Solve For	Diameter

---

---

**Input Data**

---

Discharge	23.50 cfs
Headwater Elevation	87.45 ft
Centroid Elevation	85.35 ft
Tailwater Elevation	83.00 ft
Discharge Coefficient	0.60

---

---

**Results**

---

Diameter	25 in
Headwater Height Above Centroid	2.10 ft
Tailwater Height Above Centroid	-2.35 ft
Flow Area	3.4 ft <sup>2</sup>
Velocity	6.97 ft/s

---

**EXHIBIT 22**



**24" Cuvlert**  
**Worksheet for Circular Channel**

Project Description	
Worksheet	24" Cuvlert
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Channel Slope

Input Data	
Mannings Coefficient	0.010
Depth	2.00 ft
Diameter	24 in
Discharge	23.50 cfs

Results	
Slope	0.006386 ft/ft
Flow Area	3.1 ft <sup>2</sup>
Wetted Perimeter	6.28 ft
Top Width	5.96e-8 ft
Critical Depth	1.72 ft
Percent Full	100.0 %
Critical Slope	0.005909 ft/ft
Velocity	7.48 ft/s
Velocity Head	0.87 ft
Specific Energy	2.87 ft
Froude Number	1.82e-4
Maximum Discharge	25.28 cfs
Discharge Full	23.50 cfs
Slope Full	0.006386 ft/ft
Flow Type	Subcritical

*MINIMUM SLOPE WITH NO HEAD*

# EXHIBIT 23

18" Culvert, Lot 1  
Worksheet for Circular Channel

Project Description	
Worksheet	18" Culvert, Lot 1
Flow Element	Circular Channel
Method	Manning's Formula
Solve For	Discharge

Input Data	
Mannings Coefficient	0.010
Slope	0.005000 ft/ft
Depth	1.50 ft
Diameter	18 in

Results	
Discharge	9.66 cfs
Flow Area	1.8 ft <sup>2</sup>
Wetted Perimeter	4.71 ft
Top Width	3.65e-8 ft
Critical Depth	1.20 ft
Percent Full	100.0 %
Critical Slope	0.005236 ft/ft
Velocity	5.46 ft/s
Velocity Head	0.46 ft
Specific Energy	1.96 ft
Froude Number	1.38e-4
Maximum Discharge	10.39 cfs
Discharge Full	9.66 cfs
Slope Full	0.005000 ft/ft
Flow Type	Subcritical

REQ'D 6.6 CFS OK

# EXHIBIT 24

# Ditch Section A-A, Steeper Sections Worksheet for Trapezoidal Channel

Project Description	
Worksheet	Ditch Section A-A, Steeper Sections
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Discharge

Input Data	
Mannings Coefficient	0.035
Slope	0.030000 ft/ft
Depth	1.50 ft
Left Side Slope	2.00 H : V
Right Side Slope	2.00 H : V
Bottom Width	2.00 ft

Results	
Discharge	49.92 cfs
Flow Area	7.5 ft <sup>2</sup>
Wetted Perimeter	8.71 ft
Top Width	8.00 ft
Critical Depth	1.65 ft
Critical Slope	0.019932 ft/ft
Velocity	6.66 ft/s
Velocity Head	0.69 ft
Specific Energy	2.19 ft
Froude Number	1.21
Flow Type	Supercritical

← REQ'D APPROX. 23.5 CFS OK

← PROVIDE RIP-RAP IN DITCH SECTION

## EXHIBIT 25

Ditch Section A-A, Shallower Sections  
Worksheet for Trapezoidal Channel

---

Project Description	
Worksheet	Ditch Section A-A, Shallower Sections
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Discharge

---

---

Input Data	
Mannings Coefficient	0.035
Slope	0.005000 ft/ft
Depth	1.50 ft
Left Side Slope	2.00 H : V
Right Side Slope	2.00 H : V
Bottom Width	2.00 ft

---

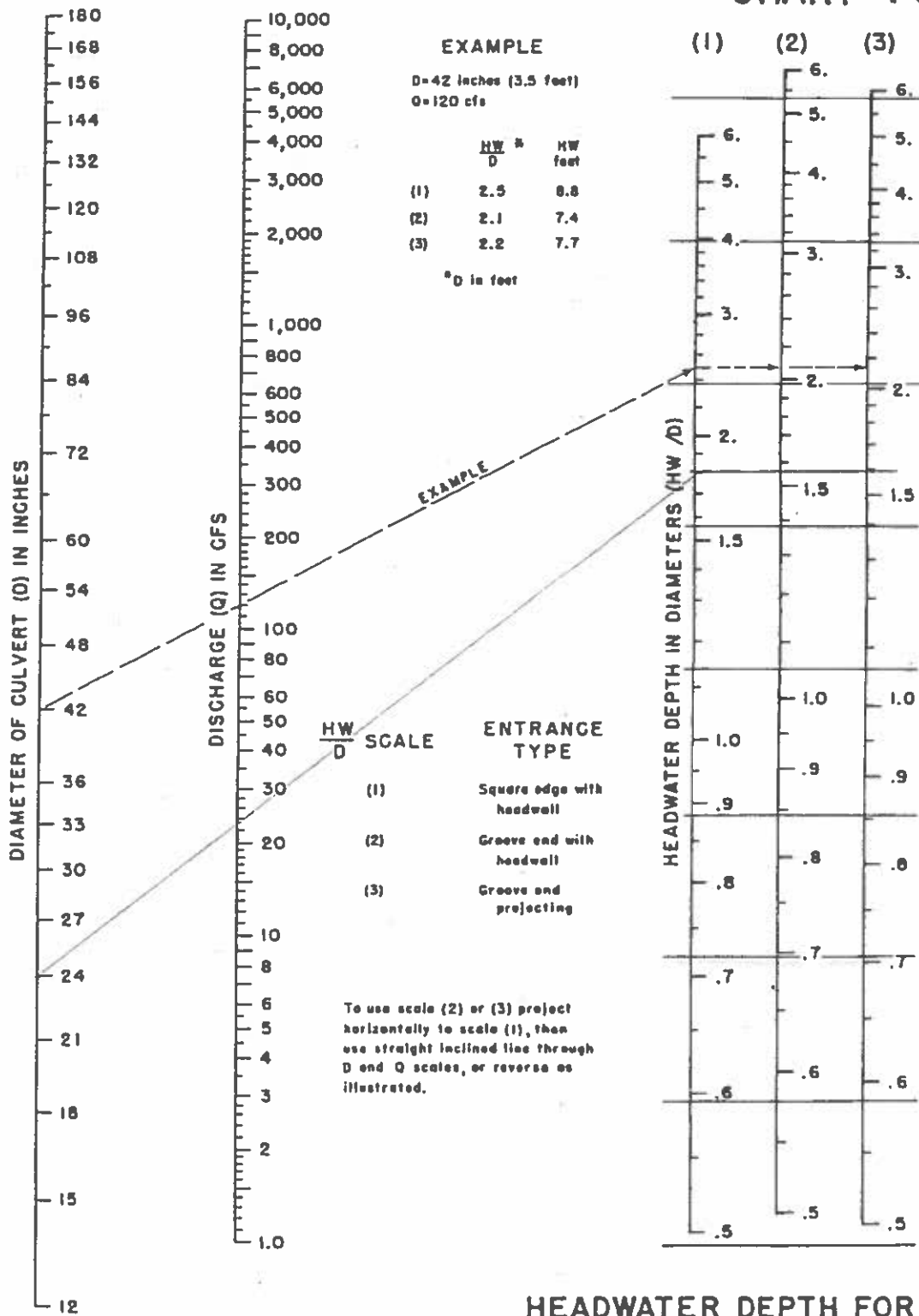
---

Results	
Discharge	20.38 cfs
Flow Area	7.5 ft <sup>2</sup>
Wetted Perimeter	8.71 ft
Top Width	8.00 ft
Critical Depth	1.05 ft
Critical Slope	0.022331 ft/ft
Velocity	2.72 ft/s
Velocity Head	0.11 ft
Specific Energy	1.61 ft
Froude Number	0.49
Flow Type	Subcritical

---

EXHIBIT 26

# CHART 1



**EXAMPLE**  
 D=42 inches (3.5 feet)  
 Q=120 cfs

	HW/D	HW feet
(1)	2.5	8.8
(2)	2.1	7.4
(3)	2.2	7.7

<sup>a</sup>D in feet

24" OUTLET FOR POND:

$\frac{HW}{D} = 1.8$   
 $HW = (2.0)(1.8)$   
 $= 3.6 \text{ FT}$   
 1.35 FT PROVIDED  
OK

## HEADWATER DEPTH FOR CONCRETE PIPE CULVERTS WITH INLET CONTROL

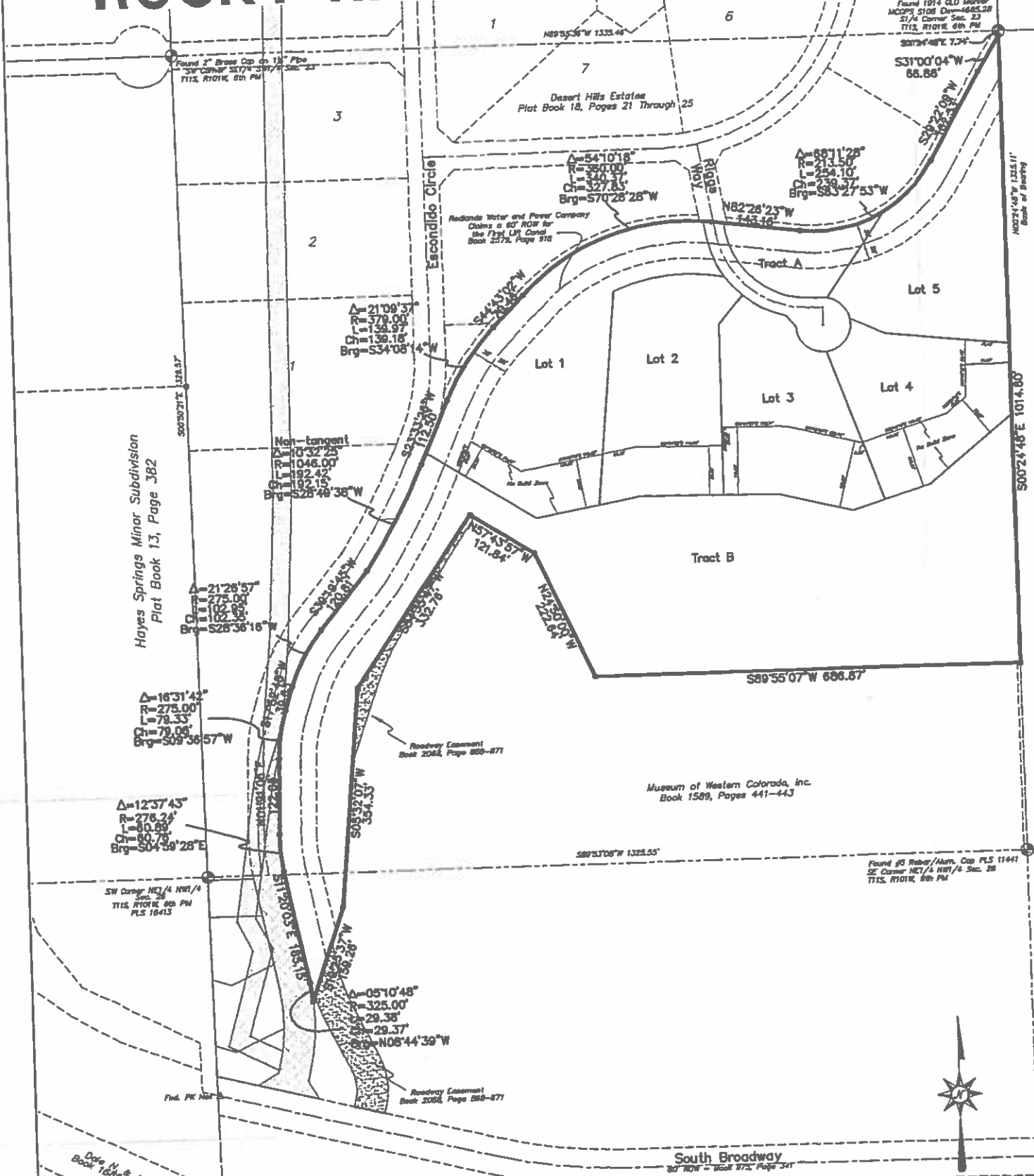
HEADWATER SCALES 2 & 3  
 REVISED MAY 1964

BUREAU OF PUBLIC ROADS JAN. 1963

## DESCRIPTION

Lot 1, Rump Subdivison as recorded in Plat Book 18, at Pages 140-142,  
Mesa County, Colorado records.

# ROCKY HEIGHTS SUBDIVISION



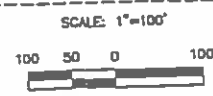
**AREA SUMMARY**

LOTS	= 8.288 Acres	51.78%
TRACTS	= 7.411 Acres	48.31%
ROAD ROW	= 0.304 Acres	1.90%
<b>TOTAL</b>	<b>= 16.003 Acres</b>	<b>100.00%</b>

**LEGEND**

- ALLOT SURVEY MARKER, AS NOTED
- FOUND OR SET ALUMINUM CAP ON No. 5 REBAR, PLS 17485, PER CRS-38-51-105, IN CONCRETE
- FOUND REBAR, AS NOTED

ALUMINUM CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105



KNOW ALL MEN BY THESE PRESENTS: That Marilyn K. Schiveley, Susan Rump Steinbach, and The Marjorie E. Rump Family Trust 2000 are the owners of that real property located in part of Section 28, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows: (Book 2519, Pages 19 and 20, and Book 3029, Page 37B.)

That said owners have caused the real property to be laid out and platted as ROCKY HEIGHTS SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado. That said owners do hereby offer the following dedications and grants and set apart the real property as shown and labeled on the accompanying plat of ROCKY HEIGHTS SUBDIVISION as follows:

All streets, roads and Rights-of-Way are dedicated to the City of Grand Junction for the use of the public forever. Before acceptance of a dedication of any Street or Right-of-Way, the City may require proof of acceptable environmental condition by e.g. a 'phase I environmental audit'.

All Utility Easements to the City of Grand Junction for the use of City approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public providers and appurtenant facilities.

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

All Drainage Easements to the ROCKY HEIGHTS Homeowners Association as perpetual easements for the installation, operation, maintenance and repair of drainage systems. Subject to covenants, conditions, or restrictions or other conveyance thereof recorded at Book \_\_\_\_\_ Page \_\_\_\_\_

Tract A is dedicated to the ROCKY HEIGHTS Homeowners Association for (a) the conveyance or storage of storm water through natural or manmade facilities above or below ground; (b) the use of the City and any water provider, for the installation, operation, maintenance, and repair of storm water facilities. Deed of conveyance recorded at Book \_\_\_\_\_ Page \_\_\_\_\_ subject to further conditions and restrictions as may be set forth in that instrument.

Tract B is dedicated to the Audobon Society for their purposes. Deed of conveyance recorded at Book \_\_\_\_\_ Page \_\_\_\_\_ subject to further conditions and restrictions as may be set forth in that instrument.

Variable width Pedestrian Easement for the use of the Pedestrian Public to the Museum of Western Colorado. Deed of conveyance recorded at Book \_\_\_\_\_ Page \_\_\_\_\_ subject to further conditions and restrictions as may be set forth in that instrument.

All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or as signs, together with the right to trim or remove the interfering trees and brush, and in Drainage & and Detention/Retention easements or tracts, the interfering trees and brush; provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF, said owners, Marilyn K. Schiveley, Susan Rump Steinbach, and The John E. Rump Trust, have caused their names to be hereunto subscribed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2003.

Marilyn K. Schiveley \_\_\_\_\_ Susan Rump Steinbach \_\_\_\_\_  
for: The Marjorie E. Rump Family Trust 2000

by: \_\_\_\_\_  
for: \_\_\_\_\_

**NOTARY PUBLIC'S CERTIFICATE**  
STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }  
The foregoing instrument was acknowledged before me by Marilyn K. Schiveley, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.  
Witness my hand and official seal:

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTARY PUBLIC'S CERTIFICATE**  
STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }  
The foregoing instrument was acknowledged before me by Susan Rump Steinbach, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.  
Witness my hand and official seal:

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTARY PUBLIC'S CERTIFICATE**  
STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }  
The foregoing instrument was acknowledged before me by \_\_\_\_\_ A.D., 2003, for The Marjorie E. Rump Family Trust 2000, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.  
Witness my hand and official seal:

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTARY PUBLIC'S CERTIFICATE**  
STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }  
The foregoing instrument was acknowledged before me by \_\_\_\_\_ A.D., 2003, for The Marjorie E. Rump Family Trust 2000, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.  
Witness my hand and official seal:

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## LIENHOLDERS RATIFICATION OF PLAT

THE UNDERSIGNED, having property interests in or encumbrances upon the real property involved, DO HEREBY RATIFY AND AFFIRM the Plat of ROCKY HEIGHTS SUBDIVISION. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

by: \_\_\_\_\_ for: \_\_\_\_\_

## NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO } ss  
COUNTY OF MESA }

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2002.  
Witness my hand and official seal:

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## GENERAL NOTES:

Bears of bearings is the East line of NE1/4 NW1/4 of Section 28 which bears North 00 degrees 24 minutes 48 seconds West, a distance of 1325.11 feet. Both monuments on this line are as shown on the face of this plat.

Note: Property corners located during this survey that were within 0.25± feet of the calculated point were accepted as being "in position".

Easement and Title Information provided by Abstract & Title Company. Commitment to Insure No. 00904393 C4, dated Jan. 27, 2003.

The Declaration of Covenants and Restrictions are recorded at Book \_\_\_\_\_ Pages \_\_\_\_\_ through \_\_\_\_\_ Mesa County Records.

## NOTES REQUIRED BY CITY:

Detailed information contained in Grand Junction Lincoln DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003, concerning geotechnical conditions and construction restraints, should be referenced prior to issuance of Planning Clearance and Building Permits. An engineered foundation, designed and certified by a licensed engineer, will be required for all of these lots per this report.

Further information about the project can be found in the City of Grand Junction Community Development Department file number #RZP-2001-155.

NOTICE: No structure of any kind shall be built within the No Build Zone, as delineated on this plat, except fences.

## CITY OF GRAND JUNCTION APPROVAL

This plat of ROCKY HEIGHTS SUBDIVISION, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2002.

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

## CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } ss  
COUNTY OF MESA }

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_ A.D., 2002, and was duly recorded in Plat Book \_\_\_\_\_

Page No. \_\_\_\_\_ Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees: \_\_\_\_\_

Clerk and Recorder \_\_\_\_\_  
By: \_\_\_\_\_ Deputy

## SURVEYOR'S CERTIFICATION

I, Patrick R. Green, do hereby certify that the accompanying plat of Rocky Heights Subdivision, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado.

Date certified \_\_\_\_\_

**ROCKY HEIGHTS SUBDIVISION**  
A Replat of Lot 1, Rump Subdivision  
Sec. 23, T11S, R101W, 6th PM  
MESA COUNTY, COLORADO

**LANDesign**

DESIGNERS • SURVEYORS • PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4090

PROJ NO. 2000-77	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: Jan., 2002	RSK			1	2

PATRICK R. GREEN  
COLORADO PROFESSIONAL LAND SURVEYOR  
P.L.S. NO. 17488

**ROCKY HEIGHTS SUBDIVISION**  
A Replat of Lot 1, Rump Subdivision  
Sec. 23, T11S, R101W, 6th PM  
MESA COUNTY, COLORADO

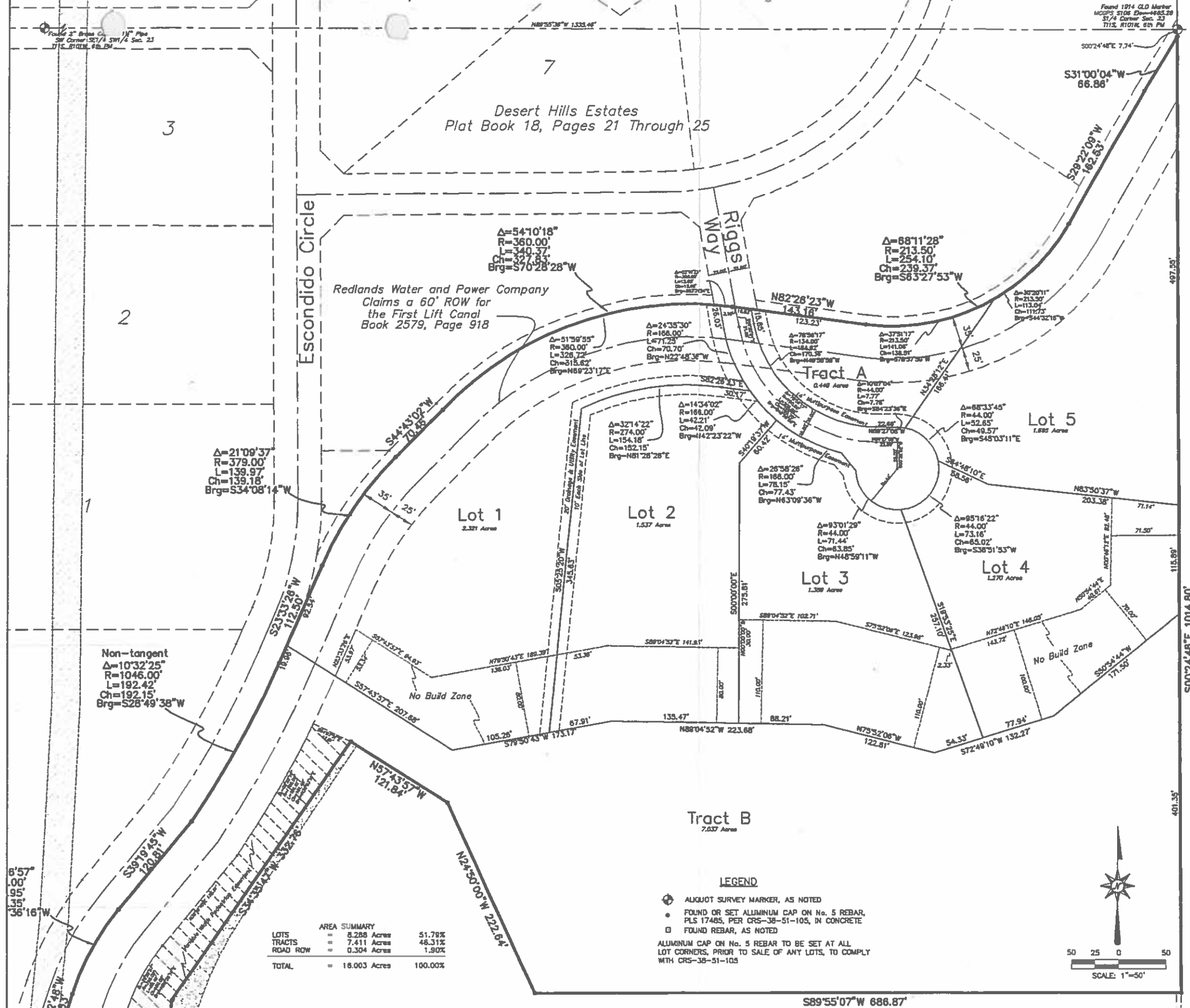
**LANDesign**

DESIGNERS • SURVEYORS • PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4090

PROJ NO. 2000-77	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: Nov., 2001	RSK			2	2

PATRICK R. GREEN  
COLORADO PROFESSIONAL LAND SURVEYOR  
P.L.S. NO. 17488

Preliminary



Found 1914 GLO Marker  
 MCP'S S106 Elev=4663.29  
 S1/4 Corner Sec. 23  
 T11S, R101W, 6th PM

Found 1914 GLO Marker  
 MCP'S S106 Elev=4663.29  
 S1/4 Corner Sec. 23  
 T11S, R101W, 6th PM

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 MCP'S S106 Elev=4663.29  
 S1/4 Corner Sec. 23  
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 S1/4 Corner Sec. 23  
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 MCP'S S106 Elev=4663.29  
 S1/4 Corner Sec. 23  
 T11S, R101W, 6th PM

Found 1914 GLO Marker  
 MCP'S S106 Elev=4663.29  
 S1/4 Corner Sec. 23  
 T11S, R101W, 6th PM

Desert Hills Estates  
 Plat Book 18, Pages 21 Through 25

Redlands Water and Power Company  
 Claims a 60' ROW for  
 the First Lift Canal  
 Book 2579, Page 918

Tract A  
 0.448 Acres

Tract B  
 7.537 Acres

Lot 1  
 2.321 Acres

Lot 2  
 1.537 Acres

Lot 3  
 1.338 Acres

Lot 4  
 1.270 Acres

Lot 5  
 1.880 Acres

No Build Zone

No Build Zone

No Build Zone

No Build Zone

No Build Zone

No Build Zone

Escondido Circle

Riggs Way

Tract A

Tract B

Lot 1

Lot 2

Lot 3

Lot 4

Lot 5

No Build Zone

Non-tangent  
 $\Delta=10'32'25''$   
 $R=1046.00'$   
 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28'49'38''W$

Non-tangent  
 $\Delta=10'32'25''$   
 $R=1046.00'$   
 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28'49'38''W$

Non-tangent  
 $\Delta=10'32'25''$   
 $R=1046.00'$   
 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28'49'38''W$

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 $\Delta=10'32'25''$   
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 $\Delta=10'32'25''$   
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 $Ch=192.15'$   
 $Brg=S28'49'38''W$

Non-tangent  
 $\Delta=10'32'25''$   
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 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28'49'38''W$

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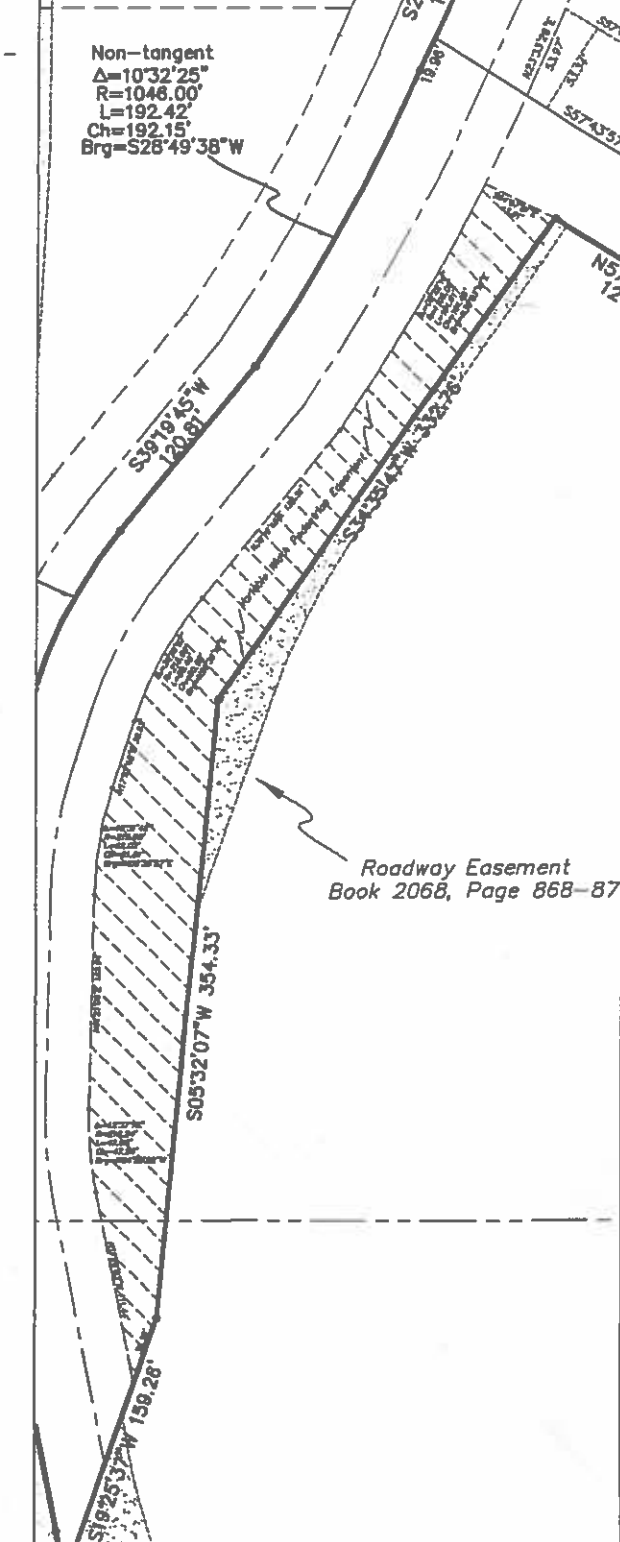
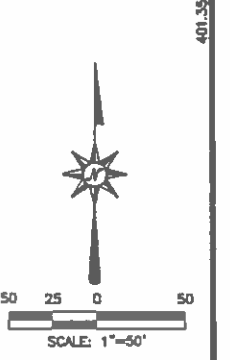
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 $R=1046.00'$   
 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28'49'38''W$

AREA SUMMARY		
LOTS	=	8.288 Acres 51.78%
TRACTS	=	7.411 Acres 48.31%
ROAD ROW	=	0.304 Acres 1.90%
TOTAL	=	16.003 Acres 100.00%

**LEGEND**

- ALUQUOT SURVEY MARKER, AS NOTED
- FOUND OR SET ALUMINUM CAP ON No. 5 REBAR, PLS 1748S, PER CRS-38-51-10S, IN CONCRETE
- FOUND REBAR, AS NOTED

ALUMINUM CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-10S



**SURVEYOR'S CERTIFICATION**

I, Patrick R. Oren, do hereby certify that the accompanying plat of Rocky Heights Subdivision is a true and correct copy of the original filed with me in the Office of the County Clerk and Recorder, Mesa County, Colorado, and represents a field survey of same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado.

Date certified: \_\_\_\_\_

		<b>ROCKY HEIGHTS SUBDIVISION</b> A Replat of Lot 1, Rump Subdivision Sec. 23, T11S, R101W, 6th PM MESA COUNTY, COLORADO	
		<b>LANDesign</b> ENGINEERS • SURVEYORS • PLANNERS 244 NORTH 7th STREET GRAND JUNCTION, COLORADO 81501 (970) 245-4088	
PATRICK R. OREN COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. NO. 1748S	PROJ. NO. 2000-77 DATE: Nov., 2001	SURVEYED [ ] DRAWN [ ] CHECKED [ ] RSK	SHEET 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST EXAMINE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST PURCHASE SUCH INTEREST. IF YOU PURCHASE ANY INTEREST WITHIN THREE YEARS OF THE DATE OF COMPLETION OF THIS SURVEY, YOU MAY NOT BE HELD BY THE DATE OF COMPLETION OF THIS SURVEY.

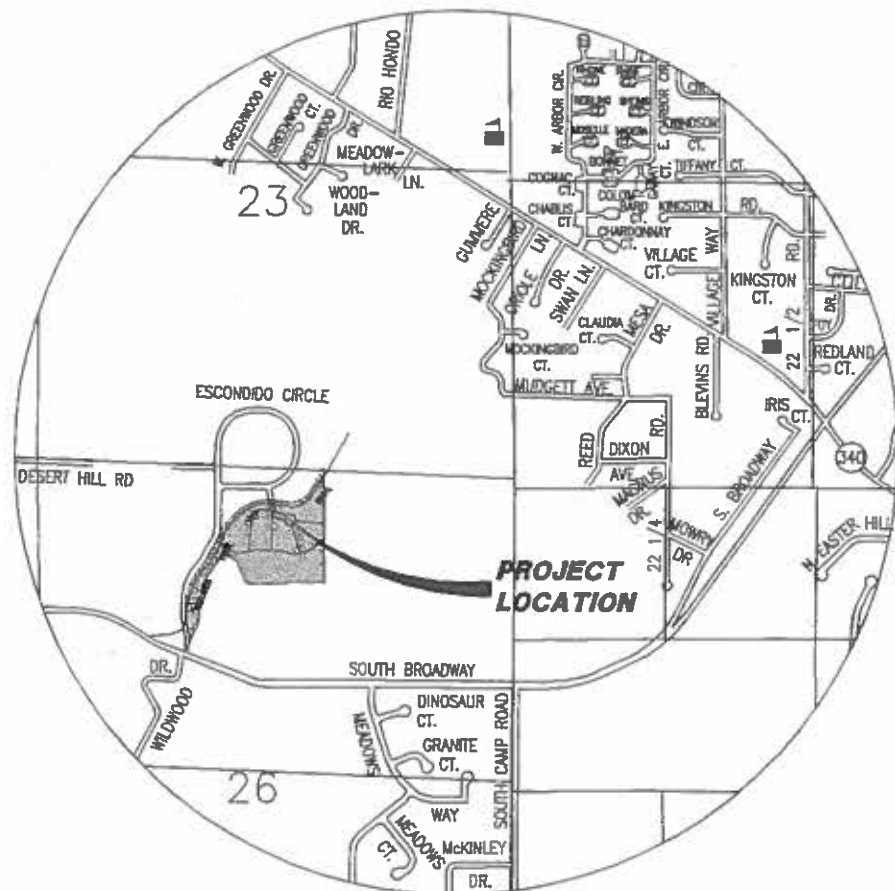


# CONSTRUCTION DRAWINGS

## FOR

# ROCKY HEIGHTS SUBDIVISION

### APRIL 2003



**VICINITY MAP**  
NTS

PRELIMINARY  
NOT FOR  
CONSTRUCTION

APRIL 2003



## SHEET INDEX

SHEET	PAGE
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## UTILITY LIST

UTILITY	ADDRESS
DOMESTIC WATER-----	UTE WATER CONSERVANCY DISTRICT 560 25 ROAD GRAND JUNCTION, COLORADO 81505 970-242-7491
GAS & ELECTRIC-----	XCEL ENERGY PUBLIC SERVICE COMPANY 2538 BLICHMANN AVENUE GRAND JUNCTION, COLORADO 81505 970-245-2520
SANITARY SEWER-----	CITY OF GRAND JUNCTION PUBLIC WORKS DEPT. 250 NORTH 5TH STREET GRAND JUNCTION, COLORADO 81501 970-244-1590
TELEPHONE-----	OWEST 2524 BLICHMANN AVENUE GRAND JUNCTION, COLORADO 81505 970-244-4721
CABLE TELEVISION-----	AT&T BROADBAND 2502 FORESIGHT CIRCLE GRAND JUNCTION, COLORADO 81505 970-245-8750

### PREPARED FOR:

ROCKY HEIGHTS DEVELOPMENT, L.L.C.  
222 EASTER HILL DRIVE  
GRAND JUNCTION, CO 81503-1175

### PREPARED BY:



ENGINEERS \* SURVEYORS \* PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

Grand Junction Lincoln - DeVore, Inc.  
1441 Motor Street  
GRAND JUNCTION, COLORADO 81501 970-242-8968

## GENERAL NOTES

1. NOTES GIVEN HERE SHALL APPLY TO ALL SHEETS.
2. INSTALLATION OF NEW IMPROVEMENTS, INCLUDING MATERIALS, CONSTRUCTION, AND TESTING, SHALL BE IN STRICT ACCORDANCE WITH THE LATEST STANDARDS AND REQUIREMENTS ADOPTED BY THE ENTITY OR AGENCY ACCEPTING THE IMPROVEMENTS. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL STANDARDS AND REQUIREMENTS PRIOR TO CONSTRUCTION, AND SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL NEW IMPROVEMENTS ARE IN COMPLIANCE.
3. UNLESS OTHERWISE AGREED TO BY THE PROJECT OWNER, THE CONTRACTOR SHALL WARRANT ALL WORK IN ACCORDANCE WITH THE WARRANTY SPECIFIED BY THE ENTITY OR AGENCY ACCEPTING THE IMPROVEMENTS.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF SITE CONDITIONS ARE ENCOUNTERED WHICH ARE DIFFERENT THAN AS SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF SITE CONDITIONS WARRANT A CHANGE IN DESIGN FROM THAT SHOWN ON THESE DRAWINGS.
5. PRIOR TO BEGINNING INSTALLATION OF NEW UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL EXCAVATE (POTHOLE) EXISTING UTILITIES AT ALL CROSSING POINTS TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES TO ENSURE THAT THE CROSSING CAN BE MADE AS SHOWN ON THESE DRAWINGS.
6. SUBSURFACE INFORMATION IS NOT SHOWN ON THESE DRAWINGS. IT IS THE BIDDER'S/CONTRACTOR'S RESPONSIBILITY TO INQUIRE OF THE ENGINEER AND/OR PROJECT OWNER IF SUBSURFACE INFORMATION IS AVAILABLE, AND TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
7. THE TYPE AND LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF EXISTING UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CALL THE LOCAL UTILITY LOCATION CENTER TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES AT LEAST 48 HOURS BEFORE EXCAVATION.
8. NO CONSTRUCTION WORK SHALL BE PERFORMED OUTSIDE OF THE PROJECT OWNER'S PROPERTY BOUNDARY EXCEPT WITHIN CONSTRUCTION EASEMENTS, PERPETUAL EASEMENTS, AND RIGHT-OF-WAY SHOWN ON THESE DRAWINGS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN LEGAL PERMISSION TO OCCUPY PROPERTY OTHER THAN THE PROJECT SITE IF THE CONTRACTOR DETERMINES THAT ACCESS IS REQUIRED.
9. ALL ROAD CUTS AND CONSTRUCTION ACTIVITIES WITHIN EXISTING ROAD RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCY CONTROLLING THE RIGHT-OF-WAY.
10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL FOR ALL CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND PREPARING AND IMPLEMENTING A TRAFFIC CONTROL PLAN WHEN REQUIRED.
11. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL CONSTRUCTION WORK IS ACCOMPLISHED IN ACCORDANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) RULES AND REGULATIONS.
12. ALL QUANTITIES SHOWN ON THESE DRAWINGS ARE ESTIMATES PROVIDED AS AN AID TO BIDDER/CONTRACTOR ONLY. BIDDER/CONTRACTOR SHALL BE RESPONSIBLE FOR SCALING DRAWINGS TO VERIFY QUANTITIES PRIOR TO BIDDING.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND PERMITTING THE STORM WATER MANAGEMENT PLAN FOR DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING AND MAILING THE APPLICATION, PAYING THE PERMIT FEE, PREPARING THE PLAN, IMPLEMENTING THE PLAN, PERFORMING INSPECTIONS AS REQUIRED AND PERFORMING ALL REQUIRED CLOSE OUT ACTIVITIES. CONTACT THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT/WATER QUALITY CONTROL DIVISION AT (303) 692-3500 FOR INFORMATION REGARDING THE STORM WATER MANAGEMENT PLAN PROGRAM.
14. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT WATER SERVICE LINES AND FIRE HYDRANT LEADS MEET THE MINIMUM BURIAL DEPTH ESTABLISHED BY THE ACCEPTING AGENCY FOR INSTALLATIONS CROSSING UNDERNEATH BORROW DITCHES, DRAINAGE DITCHES, DRAINAGE SWALES, AND CANALS.
15. ALL MATERIALS SHALL BE HANDLED AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
16. FOR CITY OF GRAND JUNCTION DETAIL SHEETS, REFER TO THE "CITY OF GRAND JUNCTION, COLORADO DEPARTMENT OF PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION, STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, REVISED FEBRUARY, 2001, STANDARD DETAIL SHEETS.

### LEGEND

<p>EXISTING ADJACENT PROPERTY LINE --- --</p> <p>EXISTING EASEMENT --- --</p> <p>EXISTING WATER LINE --- --</p> <p>EXISTING FIRE HYDRANT --- --</p> <p>EXISTING WATER VALVE --- --</p> <p>EXISTING SANITARY SEWER --- --</p> <p>EXISTING SANITARY SEWER MANHOLE --- --</p> <p>EXISTING STORM SEWER --- --</p> <p>EXISTING STORM SEWER MANHOLE --- --</p> <p>EXISTING STORM INLET --- --</p> <p>EXISTING IRRIGATION LINE --- --</p> <p>EXISTING IRRIGATION MANHOLE --- --</p> <p>EXISTING GAS LINE --- --</p> <p>EXISTING UNDERGROUND TELEPHONE --- --</p> <p>EXISTING UNDERGROUND ELECTRIC --- --</p> <p>EXISTING OVERHEAD POWER --- --</p> <p>EXISTING POWER POLE --- --</p> <p>EXISTING CABLE TV --- --</p> <p>EXISTING RAILROAD --- --</p> <p>EXISTING EDGE OF PAVEMENT --- --</p> <p>EXISTING CENTER LINE --- --</p> <p>EXISTING RIGHT OF WAY --- --</p> <p>EXISTING BARBED WIRE FENCE --- --</p> <p>EXISTING CHAIN LINK FENCE --- --</p> <p>EXISTING BARRIER TYPE FENCE --- --</p> <p>EXISTING WOVEN WIRE FENCE --- --</p> <p>EXISTING WOOD FENCE --- --</p> <p>EXISTING GUARD RAIL --- --</p> <p>EXISTING RETAINING WALL --- --</p> <p>EXISTING SIDEWALK --- --</p> <p>EXISTING CURB AND CUTTER --- --</p> <p>EXISTING CURB, GUTTER, AND SIDEWALK --- --</p> <p>EXISTING EARTH DITCH --- --</p> <p>EXISTING CONCRETE DITCH --- --</p> <p>EXISTING CULVERT --- --</p> <p>EXISTING CULVERT WITH HEADWALL --- --</p> <p>EXISTING CULVERT WITH END SECTION --- --</p> <p>EXISTING INDEX CONTOURS --- --</p> <p>EXISTING INTERMEDIATE CONTOURS --- --</p> <p>EXISTING POLE ANCHOR --- --</p> <p>EXISTING SIGN --- --</p> <p>EXISTING FIBER OPTIC LINE --- --</p>	<p>PROPOSED EASEMENT --- --</p> <p>PROPOSED WATER LINE --- --</p> <p>PROPOSED FIRE HYDRANT --- --</p> <p>PROPOSED WATER VALVE --- --</p> <p>PROPOSED SANITARY SEWER --- --</p> <p>PROPOSED SANITARY SEWER MANHOLE --- --</p> <p>PROPOSED STORM SEWER --- --</p> <p>PROPOSED STORM SEWER MANHOLE --- --</p> <p>PROPOSED STORM INLET --- --</p> <p>PROPOSED IRRIGATION LINE --- --</p> <p>PROPOSED IRRIGATION MANHOLE --- --</p> <p>PROPOSED RAILROAD --- --</p> <p>PROPOSED EDGE OF PAVEMENT --- --</p> <p>PROPOSED CENTER LINE --- --</p> <p>PROPOSED RIGHT OF WAY --- --</p> <p>PROPOSED LOT LINES --- --</p> <p>PROPOSED LOT NUMBERS --- --</p> <p>PROPOSED BARBED WIRE FENCE --- --</p> <p>PROPOSED CHAIN LINK FENCE --- --</p> <p>PROPOSED BARRIER TYPE FENCE --- --</p> <p>PROPOSED WOVEN WIRE FENCE --- --</p> <p>PROPOSED WOOD FENCE --- --</p> <p>PROPOSED GUARD RAIL --- --</p> <p>PROPOSED RETAINING WALL --- --</p> <p>PROPOSED SIDEWALK --- --</p> <p>PROPOSED EDGE OF PAV --- --</p> <p>PROPOSED FLOW LINE --- --</p> <p>PROPOSED BACK OF CURB --- --</p> <p>PROPOSED EARTH DITCH --- --</p> <p>PROPOSED CONCRETE DITCH --- --</p> <p>PROPOSED CULVERT --- --</p> <p>PROPOSED CULVERT WITH HEADWALL --- --</p> <p>PROPOSED CULVERT WITH END SECTION --- --</p> <p>PROPOSED SIGN --- --</p> <p>PROPOSED INDEX CONTOURS --- --</p> <p>PROPOSED INTERMEDIATE CONTOURS --- --</p>	<p>BOUNDARY --- --</p> <p>BOUNDARY TEXT --- --</p> <p>BUILDING ENVELOPES --- --</p> <p>DIMENSIONS --- --</p> <p>ADJUDIC SURVEY MARKER --- --</p> <p>FOUND REBAR --- --</p> <p>SET ALUMINUM CAP --- --</p> <p>STREET NAMES --- --</p> <p>TRAFFIC FLOW DIRECTION --- --</p> <p>PROPOSED STREET FLOW DIRECTION --- --</p> <p>DRAINAGE DIRECTION --- --</p>
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**CALL BEFORE YOU DIG 1-800-922-1987**

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

### LIST OF ABBREVIATIONS

AASHTO AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS	EX EXISTING	FRC POINT OF REVERSE CURVATURE	PT POINT OF TANGENCY
AC ASBESTOS CEMENT	FB FULL BODY	FES FLARED END SECTION	PVC POLYVINYL CHLORIDE
ASTM AMERICAN SOCIETY FOR TESTING MATERIALS	FF FINISHED FLOOR	FLG FLANGE	PCC PORTLAND CEMENT CONCRETE
AWWA AMERICAN WATER WORKS ASSOCIATION	FM FIRE HYDRANT	FTG FOOTING	R RADIUS
BDC BACK OF CURB	FLG FLANGE	FS FAR SIDE	RG RESTRAINED GLANDS
BF BUTTERFLY	FL FLOW LINE	FC FACE OF CURB	RP RADIUS POINT
BOW BACK OF WALK	FC FACE OF CURB	GV GATE VALVE	RR RAIL ROAD
BCR BEGIN CURB RETURN	FD FINISHED GRADE	IRRC IRRIGATION	RCP REINFORCED CONCRETE PIPE
BOT BOTTOM	GV GATE VALVE	L LENGTH OF ARC	REQ'D REQUIRED
CC CATCH CURB AND GUTTER	IRRC IRRIGATION	LT LEFT	RT RIGHT
CH CHORD	L LENGTH OF ARC	LF LINEAR FEET	ROW RIGHT OF WAY
CAP CORRUGATED ALUMINUM PIPE	LT LEFT	LL LONG ARC	RL LONG RADIUS
CDOT COLORADO DEPARTMENT OF TRANSPORTATION	LF LINEAR FEET	LS SHORT ARC	RS SHORT RADIUS
CI CAST IRON	LL LONG ARC	MH MANHOLE	SCH SCHEDULE
C CENTER LINE	LS SHORT ARC	MJ MECHANICAL JOINT	S SLOPE
CLR CLEAR	MH MANHOLE	MUTCD MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES	SC SPILL CURB AND GUTTER
CONC CONCRETE	MJ MECHANICAL JOINT	MW MILL WRAP	SS SANITARY SEWER SERVICE
CUP CORRUGATED METAL PIPE	MUTCD MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES	N/A NOT APPLICABLE	STR STATION
CSP CORRUGATED STEEL PIPE	MW MILL WRAP	NS NEAR SIDE	STL STEEL
CG&SW CURB, GUTTER & SIDEWALK	N/A NOT APPLICABLE	NRC NOT IN CONTRACT	SW SIDEWALK (TYP)
CU COPPER	NS NEAR SIDE	NRC NOT IN CONTRACT	T LENGTH OF TANGENT
CL LONG CHORD	NRC NOT IN CONTRACT	NRC NON-REINFORCED CONCRETE PIPE	TB THRUST BLOCK
CS SHORT CHORD	NRC NON-REINFORCED CONCRETE PIPE	NOP NO ONE PERSON	TC TOP OF CURB
Δ DELTA ANGLE	NOP NO ONE PERSON	N/S NOT TO SCALE	VC VERTICAL CURVE
DI DUCTILE IRON	N/S NOT TO SCALE	PC POINT OF CURVATURE	VCP VITRIFIED CLAY PIPE
DR DRIVEWAY	PC POINT OF CURVATURE	PI POINT OF INTERSECTION	PVC POINT OF VERTICAL CURVATURE
ELEC ELECTRIC	PI POINT OF INTERSECTION	PR PROPOSED	PVI POINT OF VERTICAL INTERSECTION
EL OR ELEV ELEVATION	PR PROPOSED		PVT POINT OF VERTICAL TANGENCY
EDR END CURB RETURN			WM WATER METER
EDP EDGE OF PAVEMENT			

REVISED:	4/01/03	1	1	1	1	1	1
Rev. Sheet Number	Rev. Sheet Number	Rev. Sheet Number	Rev. Sheet Number	Rev. Sheet Number	Rev. Sheet Number	Rev. Sheet Number	Rev. Sheet Number
Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number

**MASTER LEGEND AND GENERAL NOTES**

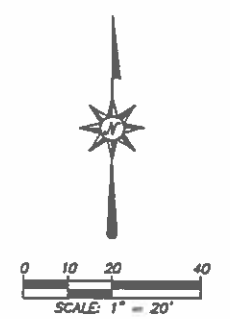
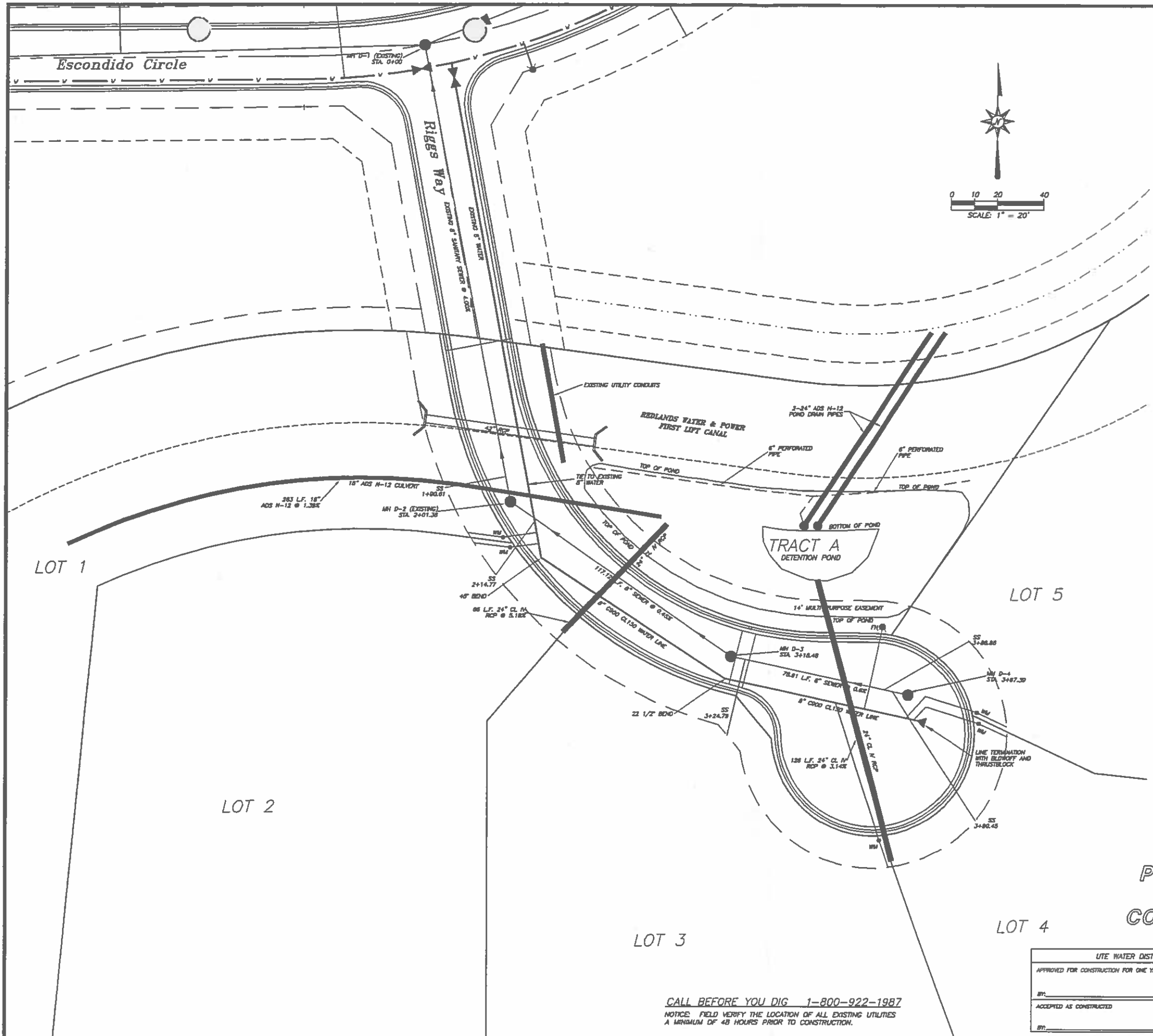
**ROCKY HEIGHTS SUBDIVISION**

DATE: April, 2003

PROJECT NO.: 200317 FILE NAME: 2003-17-ISTR-LEGEND

LANDesign ENGINEERS & PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-0899

SHEET OF  
**2 10**



DATE	NO.	REVISION	BY
2/12/03	1	REVISED CIV-DE-SAC SERVICES	RLC
4/01/03	2	Rev. Sheet Numbers, Lots & Job Number	RSY

**UTILITY COMPOSITE**

DATE: April, 2003  
DRAWN: RLC  
CHK'D: BCR

**ROCKY HEIGHTS SUBDIVISION**

PROJECT NO.: 200317 FILE NAME: 2003-17-jdbcomp

**LANdesign**  
ENGINEERS • SURVEYORS • PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4088



SHEET **3** OF **10**

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

BENCHMARK:  
OLD BRASS CAP 1818  
NW CORNER  
NE 1/4 NW 1/4  
SECTION 28  
T11S, R10W, 6th P.M.  
N. 3856.98  
E. 89638.48  
ELEV. 4470.10

**CALL BEFORE YOU DIG 1-800-922-1987**  
NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES  
A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

LITE WATER DISTRICT	
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	
BY: _____	DATE: _____
ACCEPTED AS CONSTRUCTED	
BY: _____	DATE: _____

CITY OF GRAND JUNCTION UTILITY ENGINEER	
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	
DATE: _____	DATE: _____
ACCEPTED AS CONSTRUCTED	
DATE: _____	DATE: _____

**GENERAL SANITARY SEWER NOTES:**

- Contractor shall have one signed copy of plans and a copy of the City of Grand Junction's Standard Specifications at the job site at all times.
- All sewer mains shall be PVC SDR 35 (ASTM 3034) unless otherwise noted.
- All sewer mains shall be laid to grade utilizing a pipe laser.
- All service line connections to the new main shall be accomplished with full body wyes or tees. Tapping saddles will not be allowed.
- No 4" services shall be connected directly into manholes.
- The contractor shall notify the city for inspection 48 hours prior to commencement of construction.
- The contractor is responsible for all required sewer line testing to be completed in the presence of the city inspector. Pressure testing will be performed after all compaction of street subgrade and prior to street paving. Final lamping will also be accomplished after paving is completed. These tests shall be the basis of acceptance of the sewer line extension.
- The contractor shall obtain City of Grand Junction Street Cut Permit for all work within existing city right-of-way prior to construction.
- A day cut-off wall shall be placed 10' upstream from all new manholes unless otherwise noted. The cut-off wall shall extend from 5" below to 5" above granular backfill material and shall be 2" wide. If native material is not suitable, the contractor shall import material approved by the engineer.
- Sewer service stub outs shall be capped and plugged. Stub out shall be 2" x 4" painted green. As-built surveying for vertical grade of stub out required prior to backfill.
- Sewer main line stub outs shall be capped and plugged. Stub out shall be identified with a steel fence post buried 1' below finished grade. As-built surveying and lamping of stub out required prior to backfill.
- Red line as-builts shall be submitted to the city development engineer prior to paving for review.

**MANHOLE NOTES**

- Concrete shall be Colorado Department of Transportation Class "B" (Section 801.02)
- All cement used in mortar, concrete bases, grade rings, riser sections, cones, and flat tops, for sanitary sewer manholes, shall be type v or modified type ii portland cement with less than 5% tricalcium aluminate.
- Manhole riser sections, cones, flat tops, and grade rings shall be precast reinforced concrete conforming to ASTM C-478 or AASHTO M-199.
- Backfill ground manholes and other structures shall be placed in 8" max. lifts and compacted to 95% AASHTO T-99.
- All work shall be in accordance with approved plans and city specification.
- Manhole cone and flat top sections shall be positioned such that the manhole ring and cover is centered on the upstream flow line. If the cone is furnished with steps, the manhole ring and cover will be shifted so that the steps are installed at a 12" offset from the inlet pipe.
- If the manhole sections are furnished with steps they shall be installed at a 12" offset from the inlet pipe to facilitate cleaning and tv equipment.
- Manhole ring and cover shall be set to finish grade using rapid road repair (or approved equal) grout to adjust rim elevation. Grout shall not exceed 0.10 ft. thickness. Grout shall be placed between top of concrete grade ring and ring and cover. Steel paving rings are not allowed for grade adjustment unless otherwise approved by the engineer.
- Inverted castings will not be allowed unless approved by the engineer.
- For Flow Through Manholes**

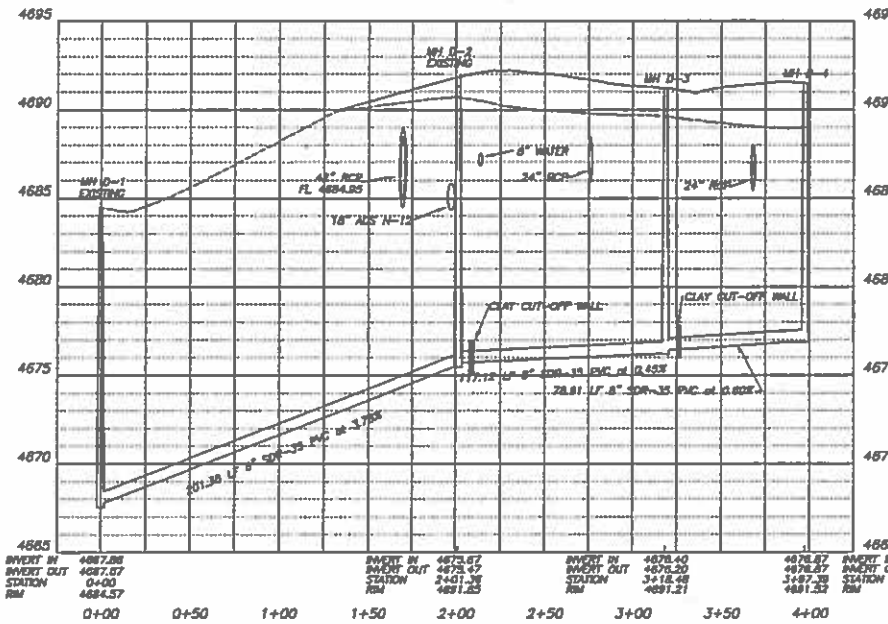
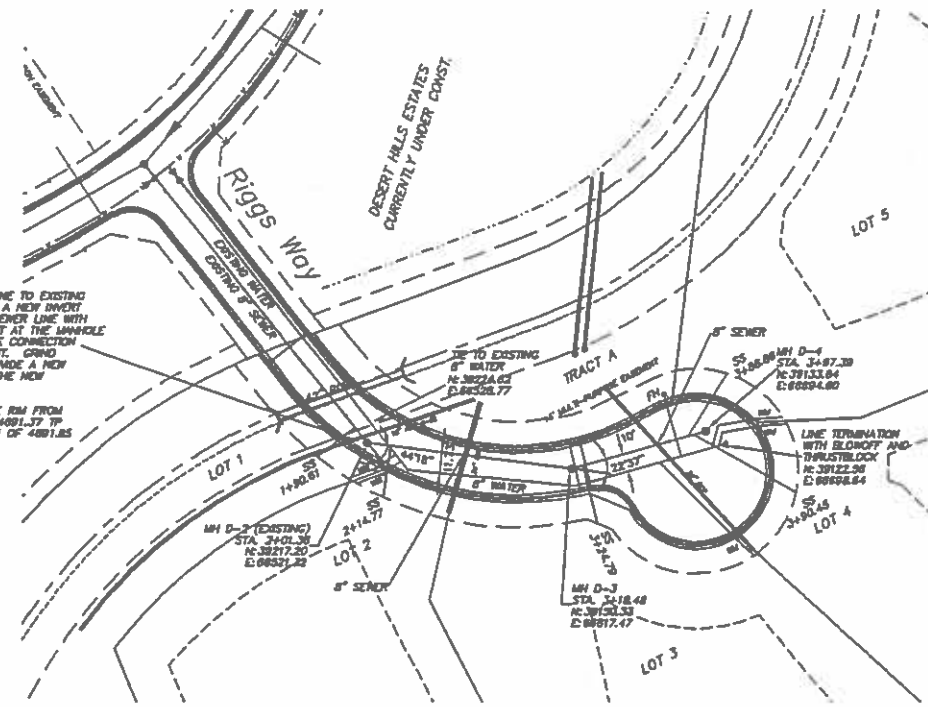
(A) Lay pipe on-grade through manhole location and pour cast-in-place base. Contractor shall support pipe while pouring base, and shall not allow pipe to deflect from grade during pour. Install lower barrel section of manhole over the pipe and pour manhole invert to spring line of pipe. Cut top of pipe off to complete the invert and seal the connection with a standard SDR-35 pipe gasket and non-shrink grout.

(B) The inverts for all angled, flow-through manholes shall be constructed as a concrete trough, epoxy coated or with the appropriate fittings laid on grade. Epoxy coating shall conform to the "City of Grand Junction Standard Contract Documents for Capital Improvements Construction", February 2001, Underground Utility Section 102.11. Fittings shall be constructed according to note 10.

**WATER NOTES:**

- All work shall be in accordance with ute water district specifications.
- All concrete shall be Colorado Division of Highways class "B".
- All Ute Water District specifications for water line acceptance testing.
- All existing pavement not designated for removal which is damaged by construction shall be replaced in-kind by contractor.
- All concrete shall be protected from freezing for five days after being placed. No concrete shall be placed on frozen ground.
- Measurements shown are to the center of the fittings or valve.
- Minimum cover over top of pipes shall be 54".

- CONNECT NEW SEWER LINE TO EXISTING MANHOLE BY CROWING IN A NEW INVERT ENTRANCE. INSTALLING SEWER LINE WITH MH SDR-35 PIPE GASKET AT THE MANHOLE HILL AND GROUTING THE CONNECTION WITH NON-SHRINK GROUT. GRIND EXISTING INVERT TO PROVIDE A NEW INVERT CHANNEL FOR THE NEW SEWER LINE.
- RAISE EXISTING MANHOLE RIM FROM EXISTING ELEVATION OF 4891.37 TP NEW FINISHED ELEVATION OF 4891.85



**RIGGS WAY SANITARY SEWER**  
HORIZONTAL SCALE: 1" = 50'  
VERTICAL SCALE: 1" = 5'

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

BENCHMARK:  
OLD BRASS CAP 1818  
NW CORNER  
NE 1/4 NE 1/4  
SECTION 28  
T11S, R101W, 6th P.M.  
N. 3558.89  
E. 63638.48  
ELEV. 4670.10

CALL BEFORE YOU DIG 1-800-922-1987  
NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

CITY OF GRAND JUNCTION UTILITY ENGINEER	
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE:	_____
ACCEPTED AS CONSTRUCTED:	_____
_____	_____

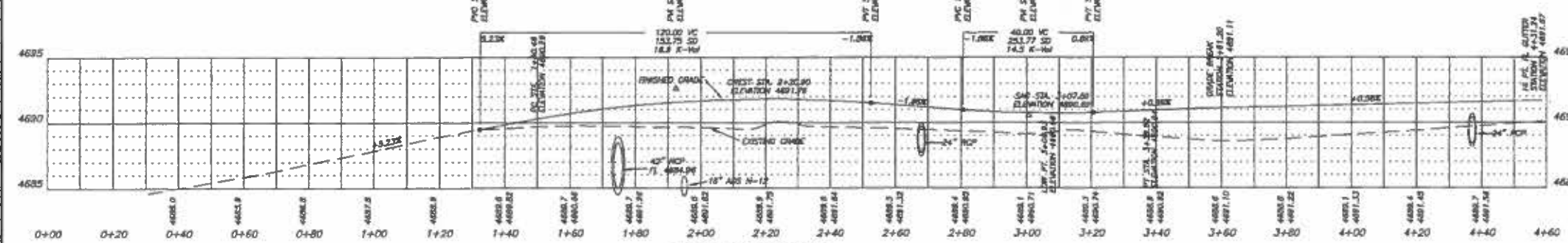
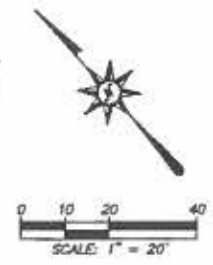
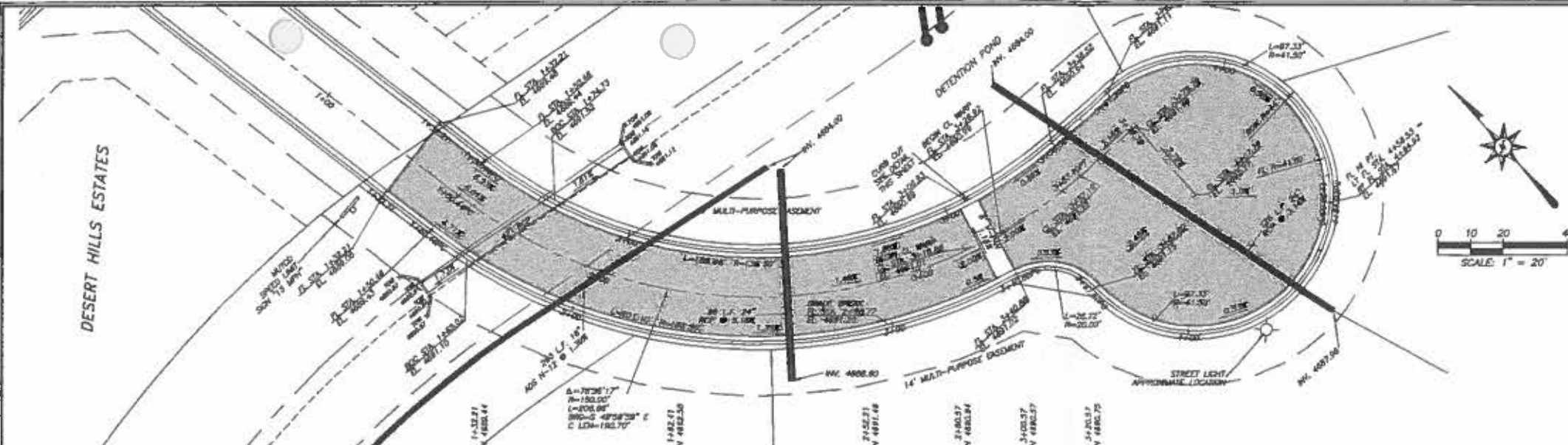
REVISION:	NO.	DATE:	BY:
1	1	2/12/02	REVISED CUL-DE-SAC SERVICES
2	2	4/01/03	Rev. Lots & Sheet Numbers

PROJECT NO.: 2003-17-SEWER  
FILE NAME: 2003-17-SEWER  
DATE: APRIL 2003  
DRAWN: RLC  
CHK'D: BRND

**LANDesign**  
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GRAND JUNCTION, COLORADO 81501 (970) 245-4098

COLORADO REGISTERED PROFESSIONAL ENGINEER  
WILLIAM C. HUFF  
36730

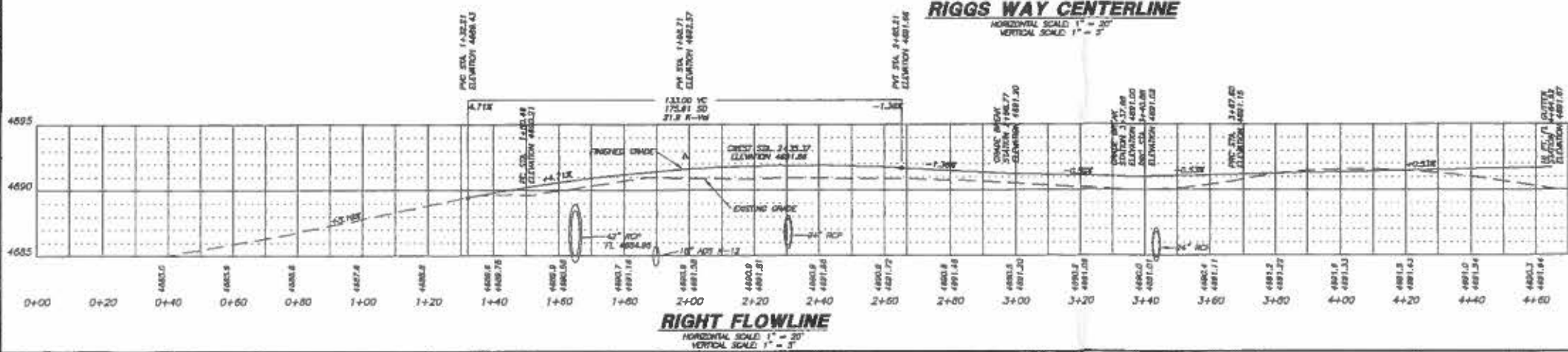
SHEET 4 OF 10



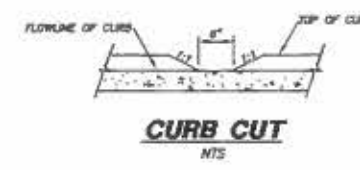
**LEFT FLOWLINE**  
HORIZONTAL SCALE 1" = 20'  
VERTICAL SCALE 1" = 5'



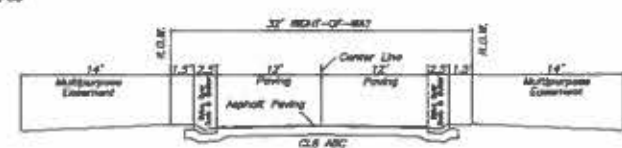
**RIGGS WAY CENTERLINE**  
HORIZONTAL SCALE 1" = 20'  
VERTICAL SCALE 1" = 5'



**RIGHT FLOWLINE**  
HORIZONTAL SCALE 1" = 20'  
VERTICAL SCALE 1" = 5'



**CURB CUT**  
NTS



**RIGGS WAY TYPICAL SECTION**  
NTS

**Road Pavement Section:**  
Geotechnical Engineer Approved Pavement Sections:  
1. 3" Asphalt On 8" Aggregate Base Course  
2. 4" Asphalt On 6" Aggregate Base Course  
Pavement Section And Recommendations For Construction Are Provided By Grand Junction Lincoln DeVore, Inc. Surface Geology Investigation and dated February 1, 2003.

**Notes:**  
Certification Of This Drawing By The Registered Professional Engineer Shown Does Not Include Certification Of The Roadway Pavement Section Design.  
1. Adjust Manhole Rims And Valve Covers To Final Grade.  
2. Final Street Light Location To Be Determined By Xcel Energy.

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

GEOMETRIC  
OLD BRASS CMP 1818  
WF CORNER  
NE 1/4 NW 1/4  
SECTION 26  
T15S, R107W, 8th P.M.  
N: 3884.84  
E: 4538.44  
ELEV: 4670.10

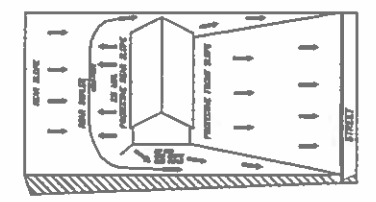
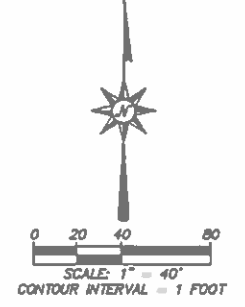
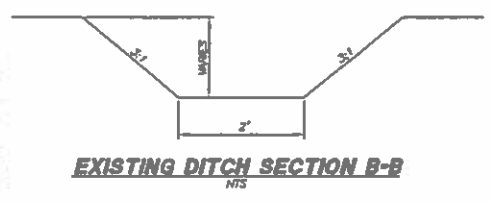
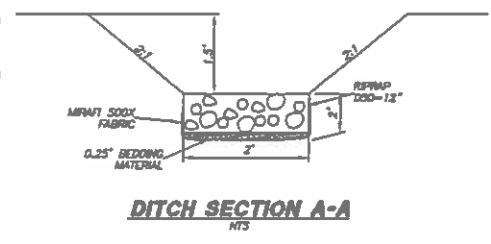
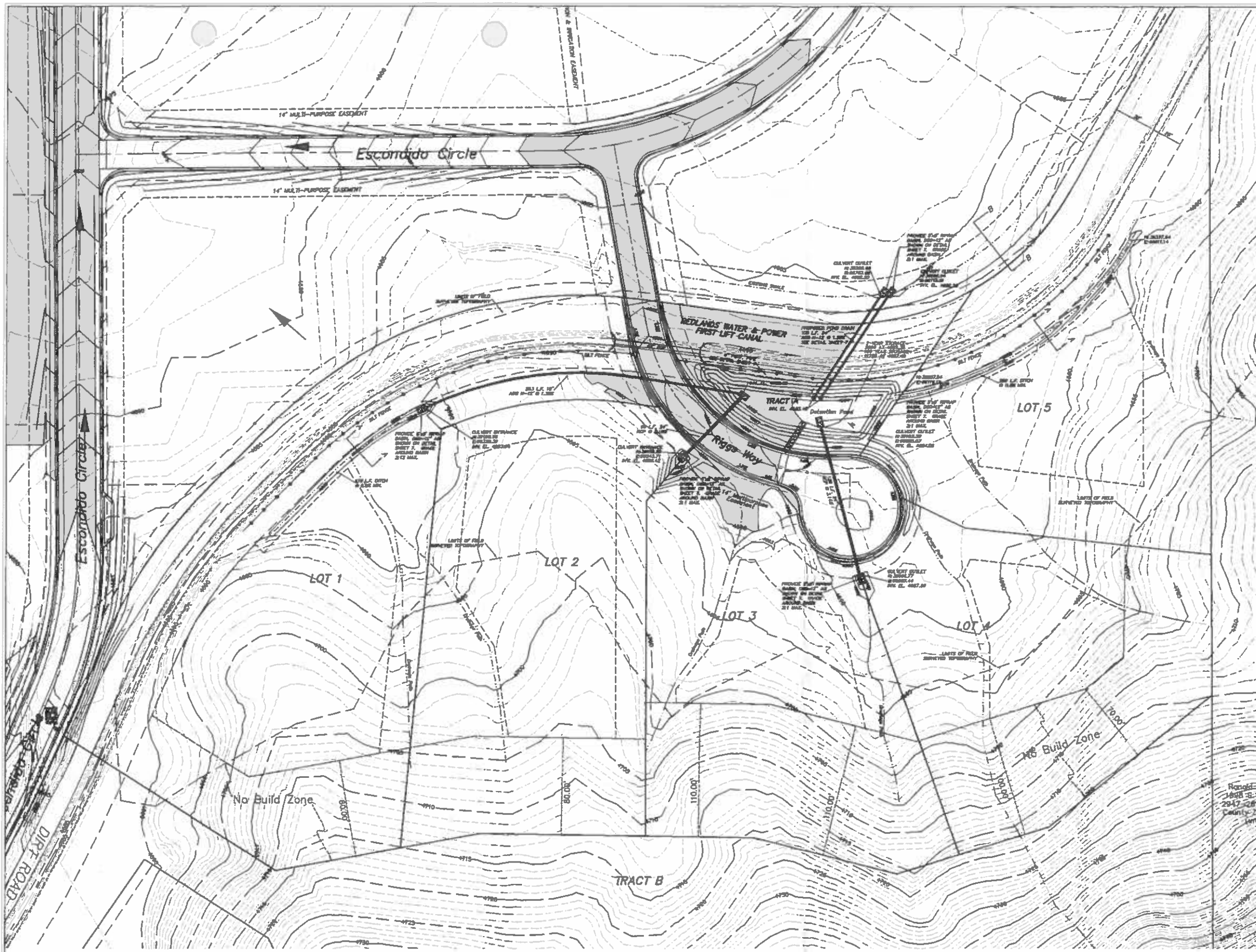
CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER	
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	
BY: _____	DATE: _____
ACCEPTED AS CONSTRUCTED	
BY: _____	DATE: _____

DATE:	2/12/03	REVISED:	03-DE-SAC, PROFILES RLC
NO.:	1	REVISION:	Revised Sheet Numbers
DATE:	4/01/03	NO.:	2
			Job Number

**RIGGS WAY  
PLAN AND PROFILE**

**ROCKY HEIGHTS SUBDIVISION**

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- NOTES:**
1. See sheet 7 for grading details and notes.
  2. The subdivision has been planned as large lot & rural in nature. Therefore, the final lot grading shall be provided by the lot owner. Appropriate care should be taken to provide the proper grading around structures to the provided drainage features.

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

BENCHMARK  
GLO BRASS CAP 1018  
NW CORNER  
NE 1/4 NW 1/4  
SECTION 26  
T11S, R101W, 0th P.M.  
N: 3854.56  
E: 8543.46  
ELEV: 4470.10

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

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

ACCEPTED AS CONSTRUCTED

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

DATE	NO.	REVISION	BY:
2/12/02	1	REVISED CU-DE-SAG, RCP, RLC	RLC
5/21/02	2	GRADING, DITCH SECTIONS	RLC
4/01/03	3	REVERSE PER COMMENTS	RLC
		Rev. Grading, Lots, Sheet	RSK
		Number, Building Envelope	RSK

**GRADING AND DRAINAGE**

DATE: April, 2003

DRAWN: RLC

CHK'D: BRND

**ROCKY HEIGHTS SUBDIVISION**

PROJECT NO.: 980697

FILE NAME: 2003-17-GRADING

**LANDesign**

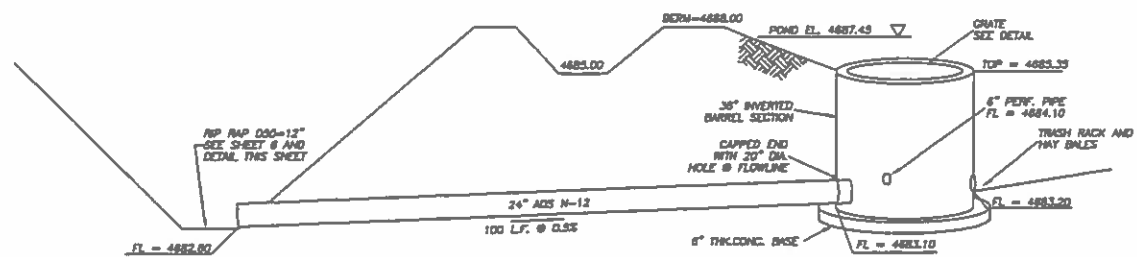
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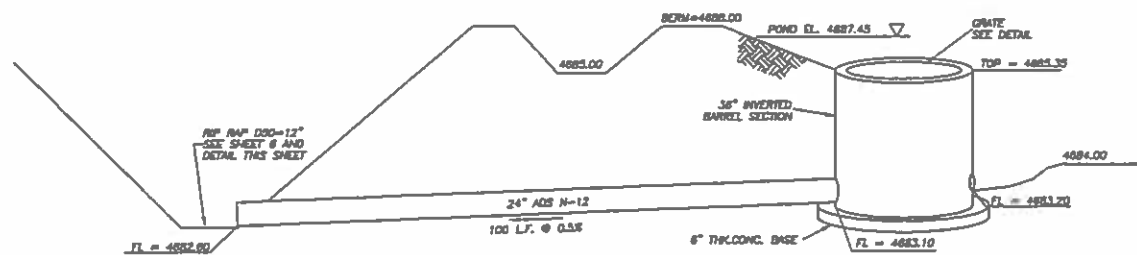
CALL BEFORE YOU DIG 1-800-922-1987

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.



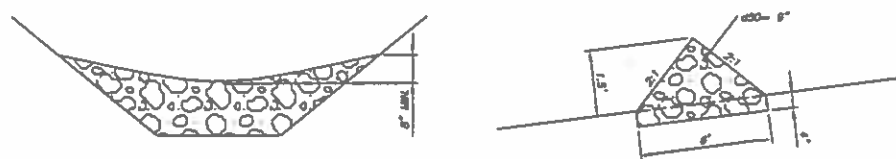
**WEST POND OUTLET STRUCTURE**

NTS



**EAST POND OUTLET STRUCTURE**

NTS



**ROCK CHECK DAM**

NTS

**Fill Placement Instructions**

Site fill shall be screened material or imported material free from roots, organic matter, trash, debris, rocks larger than 3 inches, and other deleterious materials.

Compaction equipment shall be of suitable type and adequate to obtain the required densities and shall provide satisfactory breakdown of materials to form a dense fill. If inadequate densities are obtained, larger and/or different types of additional equipment shall be used.

Prior to beginning any placement of fill, strips the equal to a depth sufficient to remove all organic material. Topsoil shall be removed wherever fill is required to be placed at the project site. Topsoil shall be stored clear of the construction area.

Prior to placing fill, proof-roll the subgrade surface with a heavy, wheeled vehicle to detect soft or loose zones. If soft or loose zones are encountered during proof-rolling, excavate the soft or loose material and replace with properly compacted fill material.

After topsoil stripping and proof-rolling, and prior to placing fill, the subgrade shall be scarified to a depth of at least 6 inches and shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D-698 (Standard Proctor) at a moisture content within 2 percent of optimum.

Site fill shall be placed in lifts not exceeding 8 inches loose thickness and shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D-698 (Standard Proctor) at a moisture content within 2 percent of optimum.

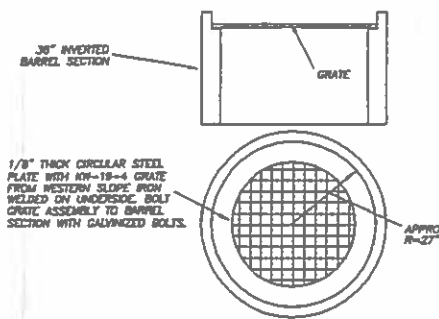
Compaction shall be by mechanical means. Flooding or jetting fill will not be permitted.

During of compacting operations, maintain optimum practicable moisture content required for compaction purposes in each lift of fill. Maintain moisture content uniform throughout the lift. If practicable, add water to the material at the site of excavation. Supplement, if required, by spraying the fill. At the time of compaction, the water content of the material shall be at optimum moisture content, plus or minus 2 percent. Do not attempt to compact fill material that contains excessive moisture. Avoid material by bleeding, discing, harrowing, or other methods to hasten the drying process.

Field density and moisture content shall be determined by an independent testing laboratory. Tests shall be performed in each lift of fill at a minimum frequency of one test per every 10,000 square feet to ensure conformance with density and moisture content requirements. All lifts not meeting the required moisture content or density shall be moisture conditioned, reworked, recompact, and retested as necessary to meet the requirements.

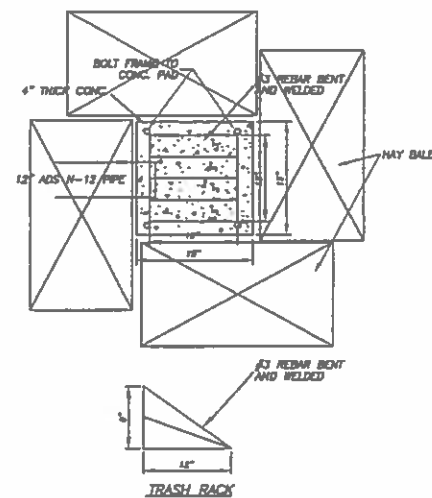
**Notes:**

1. See Drain Control Detail Sheet # for Stormwater Management guidelines.
2. See Master Legend Sheet # for a list of symbols and abbreviations.



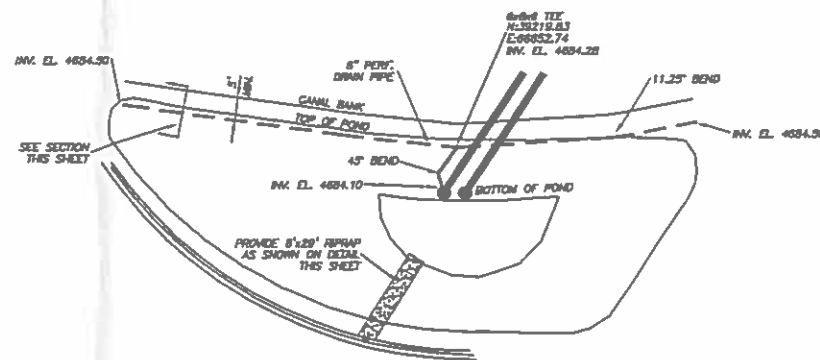
**GRATE DETAIL**

NTS



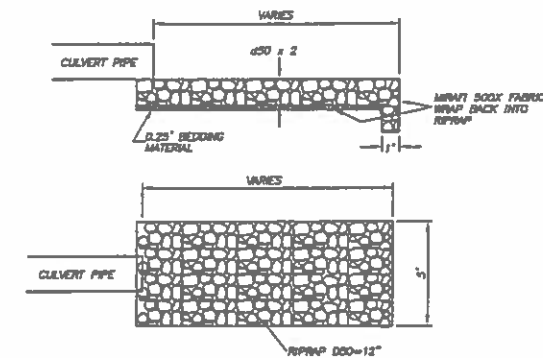
**TRASH RACK DETAIL**

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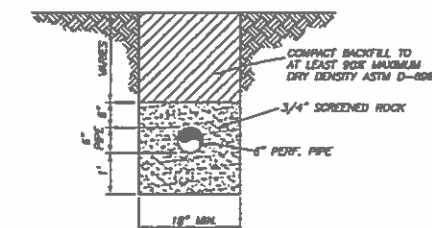
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NTS



**CULVERT RIPRAP DETAIL**

NTS



**PERFORATED PIPE DRAIN**

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

CALL BEFORE YOU DIG 1-800-922-1987

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

CITY OF GRAND JUNCTION ENGINEERING	
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	
BY: _____	DATE: _____
ACCEPTED AS CONSTRUCTED	
BY: _____	DATE: _____

REVISED:	DATE:	BY:
REVISION 1	2/12/02	RLC
REVISION 2	5/21/02	RLC
REVISION 3	3/31/03	RLC
Rev Sheet Number & Job Number		

GRADING AND DRAINAGE  
DETAILS

ROCKY HEIGHTS SUBDIVISION

PROJECT NO: 200317 FILE NAME: 2003-17-GRADING

DATE: APRIL 2003

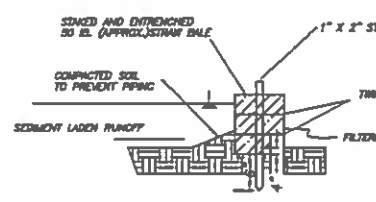
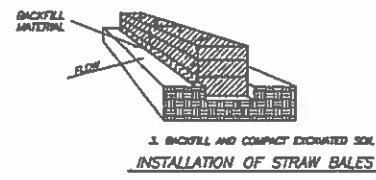
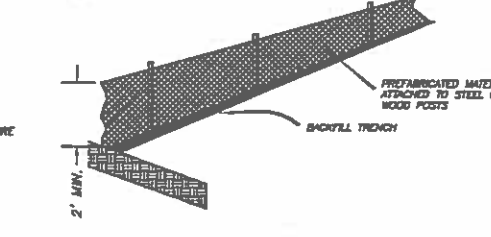
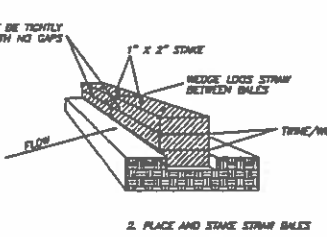
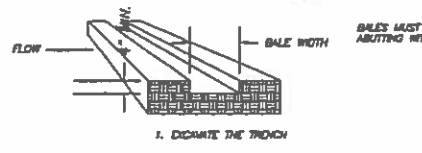
DRAWN: RLC

CHK'D: ECH

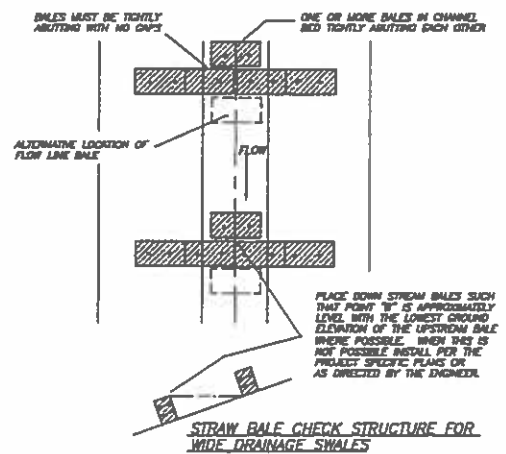
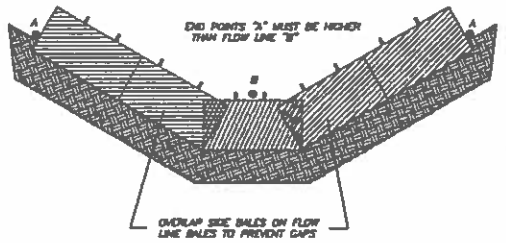
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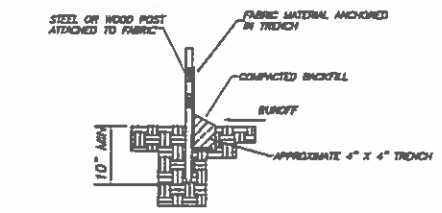
SHEET 7 OF 10



CROSS-SECTION OF A PROPERLY INSTALLED STRAW BALE

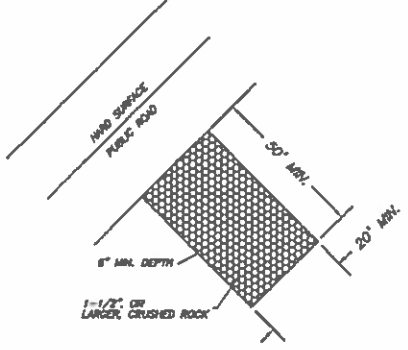


STRAW BALE CHECK STRUCTURE FOR WIDE DRAINAGE SWALES

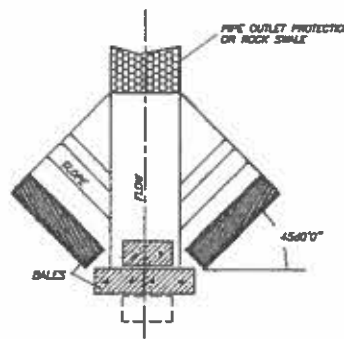


INSTALLING A PREFABRICATED SILT FENCE

- A. SEDIMENT FROM CONSTRUCTION TRAFFIC
- ENTRY INTO AND EXIT FROM THE SITE BY ALL VEHICLES SHALL BE THROUGH A CONSTRUCTION STAGING AREA CONSISTING OF A CRUSHED ROCK PAD 30 FEET LONG (MIN.) AND 20 FEET WIDE (MIN.) WITH A THICKNESS OF AT LEAST 6" SEE DETAIL.
  - CRUSHED ROCK SHALL BE 1 1/2 INCHES OR LARGER.
  - THE CRUSHED ROCK STAGING AREA SHALL BE IN PLACE WITHIN ONE WEEK AFTER OVERLIFT CRAGING COMMENCES.



A CRUSHED ROCK CONSTRUCTION STAGING PAD



OUTLET STRAW BALE BARRIER

**Seeding**  
Planting of temporary or permanent vegetation on all disturbed areas.

**I. Application**  
Disturbed areas not designated for immediate construction or permanent landscaping shall be temporarily revegetated. In the event construction activity ceases for a period of sixty (60) calendar days, disturbed areas including cut and fill slopes shall be revegetated with an annual and perennial seed mixture as indicated on the Erosion Control Plan.

**II. Site Seed Mixture**  
15% Annual Rye Grass  
25% Perennial Rye Grass  
12% Hardpan Crested Wheatgrass  
12% Felway Crested Wheatgrass  
12% Blue Gramma  
12% Red Fescue  
12% Buffalo Grass

A minimum of 5 lbs./acre shall be used and planted using drill seeding methods and 10 lbs./acre when using a broadcast method.

**III. Construction Guidelines**  
Seeding in areas that are unshaded or that are not provided with sprinkling or watering systems, shall be restricted to the seasons described in Table S-1.

TABLE S-1  
SEEDING SEASONS

ZONE	SPRING SEEDING	FALL SEEDING
Below 6000'	Spring thaw - June 15th	Sept. 1st - Consistent ground freeze
6000' - 7000'	Spring thaw - July 1st	Aug. 15th - Consistent ground freeze
7000' - 8000'	Spring thaw - July 15th	Aug. 1st - Consistent ground freeze
Above 8000'	Spring thaw (starts)	Consistent ground freeze (ends)

For the purpose of Table S-1 "spring thaw" is the earliest date when seed can be buried 1/2 inch into the soil through normal till seeding methods. "Consistent ground freeze" is that latest date when seed can no longer be buried 1/2 into the soil through normal till seeding methods.

During permanent seeding, apply topsoil prior to applying seed.

When use of fertilizers and herbicides is required, apply according to the manufacturer's recommendations.

All seeding operations shall be performed at right angles to the slope.

When needed to improve permeation of seeds, apply mulching immediately after seeding. Use soil retention blankets on steep slopes (2:1 and steeper). Same locations with 3:1 slopes facing south or west or 2:1 slopes facing north or east require soil retention blankets.

Seeded areas shall be inspected frequently. Areas with failures shall be reseeded and reseeded within the planting season.

**Mulching**  
Application of plant mulches or other suitable material to the soil surface. Typical mulching material includes straw, hay, and wood cellulose fiber.

**I. Application**  
Used to provide temporary protection for exposed soils against erosion where temporary or permanent seeding operations are not feasible, especially during adverse growing seasons.

Used as part of seeding practices to protect newly seeded areas.

Used to protect soil shadings.

**II. Use Limitations**  
Use only on disturbed areas as a temporary cover.

Hydraulic mulching with wood cellulose fibers shall be limited to slopes steeper than 3:1 or where access is limited.

**Material**  
Hay shall consist of native grasses free of noxious weed seeds. Straw shall consist of clean cereal grain.

Wood cellulose fiber shall consist of virgin wood cellulose processed into a uniform fibrous physical state. Facifiers (for anchoring) shall consist of a fine flakey non-corrosive powder produced from the natural plant gum of Platycodon inuolaris (Dwarf Indigo). This material shall not contain any mineral filler, recycled cellulose fiber, clays, or other substances which may inhibit germination or growth of plants.

Spreading Procedure Hay and straw mulch shall be spread at a rate of two tons per acre.

At a minimum, 55% of the mulch, by weight, shall be 10 inches or more than two inches.

Applied mulch shall reach a uniform distribution so that no more than 10% of the soil surface shall be exposed.

Hay and straw mulch shall be anchored to the soil surface using Facifiers, blankets, or nets, or with a mesh containing mulch. Mechanical anchoring is preferred and recommended for slopes steeper than 3:1. When using blankets or nets, these may need to be anchored to the soil with staples, or as required by the manufacturer's specifications.

Wood cellulose fiber mulch shall be mixed with water (maximum 30 lbs. of wood cellulose per 100 gallons of water) and a localizing agent. Application shall be at a rate of 1500 pounds per acre with a hydraulic tender or mulcher.

Facifiers (for anchoring) shall be applied in a slurry with water and wood fiber (100 lbs. of powder and 150 lbs. of fiber per 700 gallons of water). Application rate of the powder shall be 100 lbs. per acre.

**Erosion Bale**  
A temporary sediment barrier consisting of a row of entrenched and anchored straw, or hay bales.

**I. Application**  
Use as filters along the toe of fills.

Use as erosion checks in ditches.

Use for diversions and filters in unfinished drop inlets, culvert inlets, and sublets.

**II. Use Limitations**  
Do not use if slope of the drainage area is greater than 1/4 acre per 100 feet of barrier length.

Maximum slope length behind the barrier is 100 feet.

Maximum slope gradient behind the barrier is 50%.

In minor swales or ditch lines where the maximum contributing drainage area is no greater than one acre.

Where effectiveness is required for less than 3 months.

Under no circumstances should erosion bales be constructed in active swales or in swales where there is the possibility of a washout.

Should be used only in areas of sheet flow or very low flow.

Not to be used where the control of sediment is critical or in high flow areas.

Not to be used where it cannot be entrenched as required and fully anchored. Useful life of erosion bales barriers is relatively short; the barrier may have to be replaced one or more times during construction.

**III. Construction Guidelines**  
All bales shall be either wire-bound or string-tied. Erosion bales shall be installed so that bindings are oriented around the slope rather than along the tops and bottoms of the bales (in order to prevent deterioration of bindings).

The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the holes are staked, the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the down-slope side and shall be built up to 4 inches against the up-slope side of the barrier.

Each bale shall be securely anchored by at least two 2"x2" stakes or #4 rebar driven toward the previously laid bale to force the bales together. Stakes or rebars shall be driven 12 inches minimum into the ground to securely anchor the bales.

The gaps between bales shall be filled by wedging with straw to prevent water from seeping between the bales. The main consideration is to obtain tight joints. Erosion bales will not filter sediment out of the water if the water is allowed to flow between, around, or under the bales. Loose straw or hay scattered over the area immediately uphill from an erosion bale barrier tends to increase barrier efficiency.

Once erosion bales deteriorate quickly, the inspection during construction shall be frequent and repair or replacement shall be made promptly as needed.

Erosion bales shall be removed when they have served their usefulness, but not before the up-slope area has been permanently stabilized.

Trenches where erosion bales were located shall be graded and stabilized.

**Sheet Flow Applications**  
Bales shall be placed in a single row, lengthwise on the contour with ends of adjacent bales tightly abutting.

**Channel Flow Applications**  
Bales shall be placed in a single row, lengthwise, oriented perpendicular to the contour, with ends of adjacent bales tightly abutting one another.

The barrier shall be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it. Silt fence.

**Silt Fence**  
A temporary vertical barrier of filter fabric attached and supported by posts and entrenched to the ground.

**I. Application**  
Used to intercept and detain small amounts of sediment from disturbed areas during construction operations to prevent sediment from leaving the site.

Used to decrease the velocity of sheet flow and low-to-moderate level channel flows.

Typically used along the toe of fills, in transition areas between cut and fill, adjacent to streams and along private property.

Also used around median and yard inlets as applicable, and behind curb and gutter to prevent silt of the pavement.

**II. Use Limitations**  
Where the slope of the drainage area is no more than 1/4 acre per 100 feet of filter fabric length, the maximum slope length behind the barrier is 100 feet and the maximum gradient behind the barrier is 50% (2:1).

On steep slopes care should be given to placing alignment of fence perpendicular to the general direction of the flow.

Sealing in the filter fabric.

Should not be used in areas where rocky soils will prevent it.

**III. Construction Guidelines**

**Materials**  
The synthetic filter fabric shall conform to the requirements described in CDOT's Standard Specifications for Road and Bridge Construction.

The Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected useful construction life at a temperature range of 0 to 120 degrees F.

If a burp is used, it shall be purchased in a continuous roll and cut to the length of the barrier to avoid the use of joints and thus improve the strength and efficiency of the barrier.

Posts for silt fences shall be metal or hardwood with a minimum length of 42 inches. Pine wood shall not be used. Metal posts shall have a minimum diameter or cross section of 1.25 inches. Metal posts shall be "standard tee" or "U" type with minimum weight of 1.33 lbs./lin. ft. and they shall be protected against corrosion. Metal posts should also have projections for fastening wire to them.

Wire fence reinforcement for all fences using standard strength filter cloth shall be a minimum of #3 rebar in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

**Installation**  
Silt fences must be located along a terrain contour and the area below the fence must be undisturbed or stabilized.

The posts shall be driven vertically into the ground to a minimum depth of 18 inches.

A trench shall be excavated approximately 6 inches wide and 8 inches deep along the line of posts and upslope from the barrier. The bottom one foot of the filter fabric shall be buried into this trench.

The trench shall be backfilled and the soil compacted.

The filter materials shall be fastened securely to metal or wood posts using wire ties, or to the wood posts with 3/4 inch long #8 heavy duty staples. Filter material shall not be stapled to existing trees.

If a filter barrier is to be constructed across a ditch line or across the barrier shall be of sufficient length to eliminate end flow, and the plan configuration shall resemble an arc or horseshoe with the ends oriented upslope.

When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.

When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 3/4 inch long, six inches or less apart. The wire mesh shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.

When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with other provisions of the above item applying.

Silt fences shall be periodically maintained to prevent sediment from passing over or under the fence. Sediments shall be removed from behind the silt fence when it accumulates to one-half the exposed fabric height.

Filter barriers shall be removed when they have served their useful purpose, but not before the up-slope area has been permanently stabilized.

**Sheet Flow Applications**  
The height of the silt fence shall be minimum 22 inches and shall not exceed 36 inches. Higher fences may impose volume of water sufficient to cause failure of the structure.

Posts shall be spaced a maximum of 10 feet apart. If an extra strength filter fabric without the wire support fence is used, maximum space shall not exceed 6 feet.

**Channel Flow Applications**  
The height of the silt fence shall be a minimum of 15 inches and shall not exceed 18 inches.

Posts shall be spaced a maximum of 3 feet apart.

**Rock Properties**  
Rock used for rip-rap or wire encased rip-rap should be hard, durable, angular in shape, and free from cracks, overburden, shells, and organic matter. Neither length nor thickness of a single stone should be less than 1/3 of its length and rounded stones should be avoided. The rock should sustain a loss of not more than 40 percent after 500 revolutions in a abrasion test (See Appendix C-335-03) and should contain a loss of not more than 10 percent after 12 cycles of freezing and thawing (ASTM test 103 for large rock procedure A). Rock should have a minimum specific gravity of 2.55 to preferred, however, in no case shall rock have a specific gravity of less than 2.50.

**Placement**  
Contractor to over-excavate subgrade under rip-rap a depth of 6 inches. Place MHWF 300X Geotextile fabric over excavated subgrade. Place 6 inches of topsoil material over fabric and rip-rap over topsoil.

**Qualities of Rip-Rap**

Percent Smaller Than Given Size	Intermediate Rock Dimension (inches)	CSO (inches)
70-100	12	
50-70	8	6"
35-50	6	
02-10	2	
70-100	15	6"
50-70	12	
35-50	9	
02-10	3	
70-100	21	12
50-70	18	
35-50	12	
02-10	4	
100	30	18
50-70	24	
35-50	18	
02-10	6	
100	42	24
50-70	33	
35-50	24	
02-10	9	

\*50 = MEAN PARTICLE SIZE  
\*\* BURY WITH NATIVE TOP SOIL AND REVEGETATE TO PROTECT FROM WANDALISM.

**Maintenance**  
The Contractor shall be solely responsible for monitoring and maintenance of the erosion control facilities on a daily basis.

REVISION: 

REV	NO	DATE	DESCRIPTION
1	1	4/01/03	

DATE: 4/01/03

PROJECT NO.: 200317

FILE NAME: 2003-17-ERC

DATE: March 2003

DRAWN: CHK'D: BCH

EROSION CONTROL DETAIL SHEET

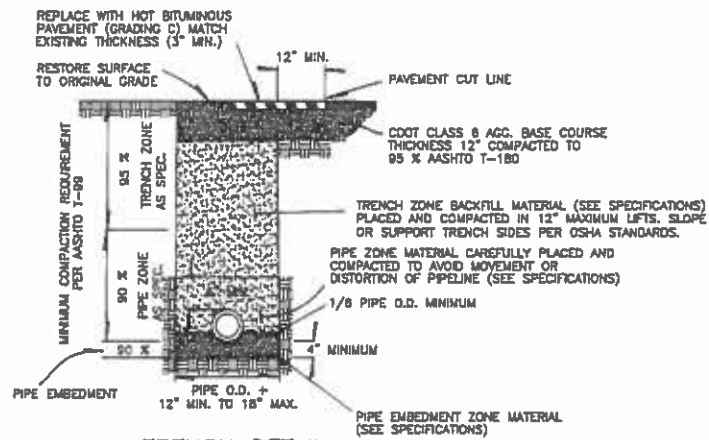
ROCKY HEIGHTS SUBDIVISION

LANDesign ENGINEERS & PLANNERS 244 NORTH 7TH STREET GRAND JUNCTION, COLORADO 81501 (970) 245-0089

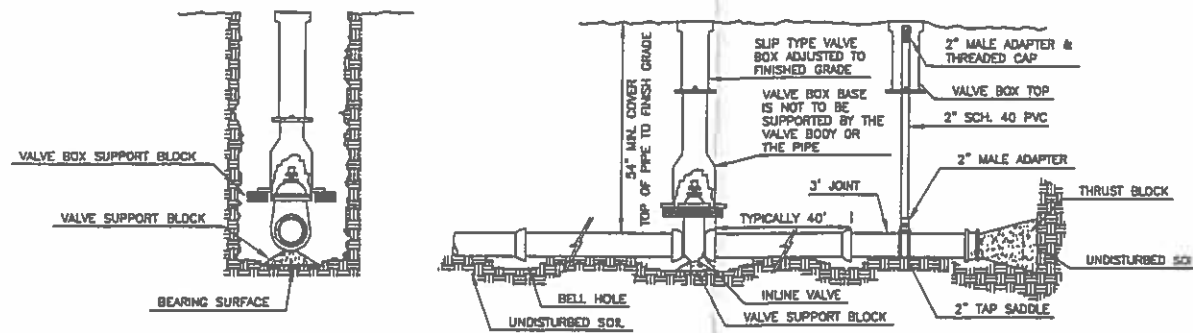
COLORADO REGISTERED ENGINEER BRIM C. HAY 34725

SHEET 8 OF 10

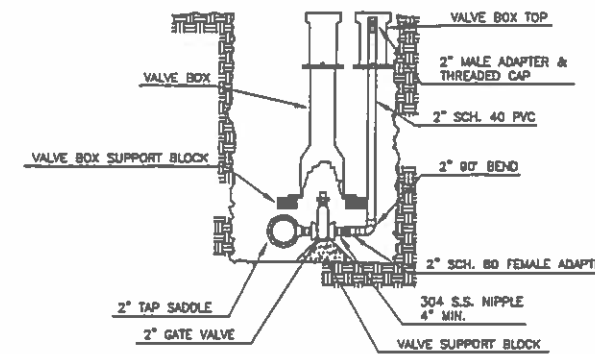




TRENCH DETAIL

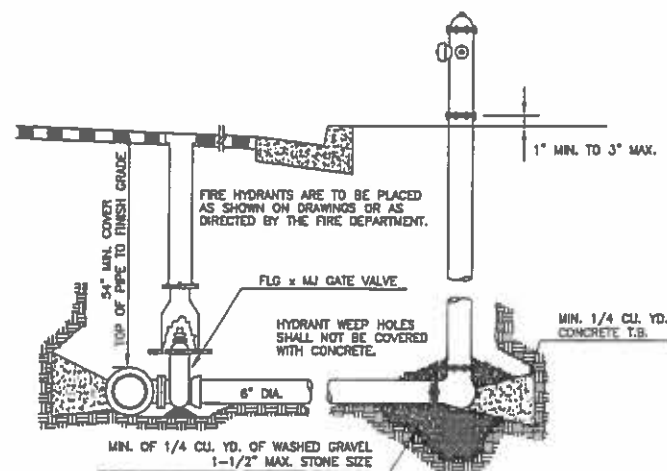


VALVE INSTALLATION, LINE TERMINATION & TYPE 'A' BLOWOFF

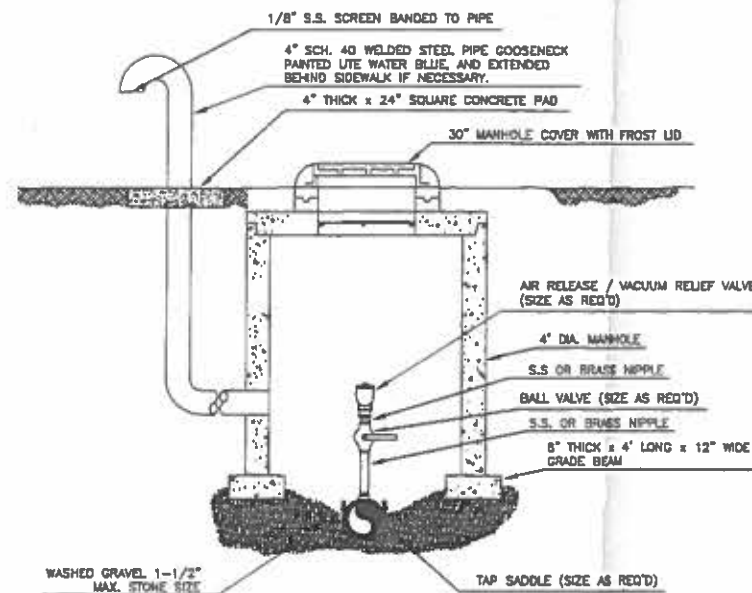


NOTE:  
USE TYPE 'B' BLOWOFF ON 6" OR LARGER WATER LINES WHEN THEY TERMINATE IN A CUL-DE-SAC OR ON THE END OF WATER LINES THAT WILL BE CONNECTED TO EXISTING WATER LINES OR WHEN INDICATED.

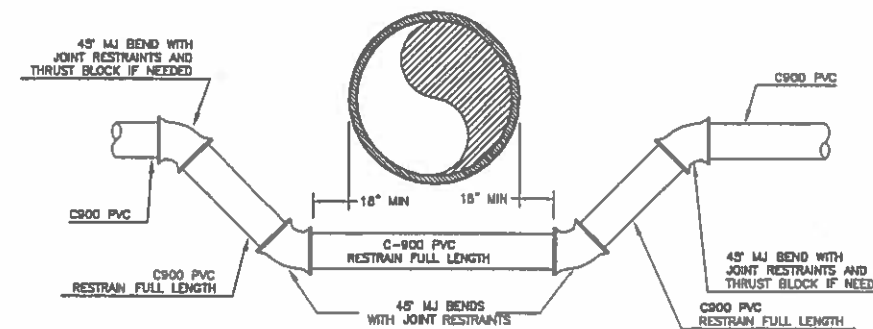
TYPE 'B' BLOWOFF



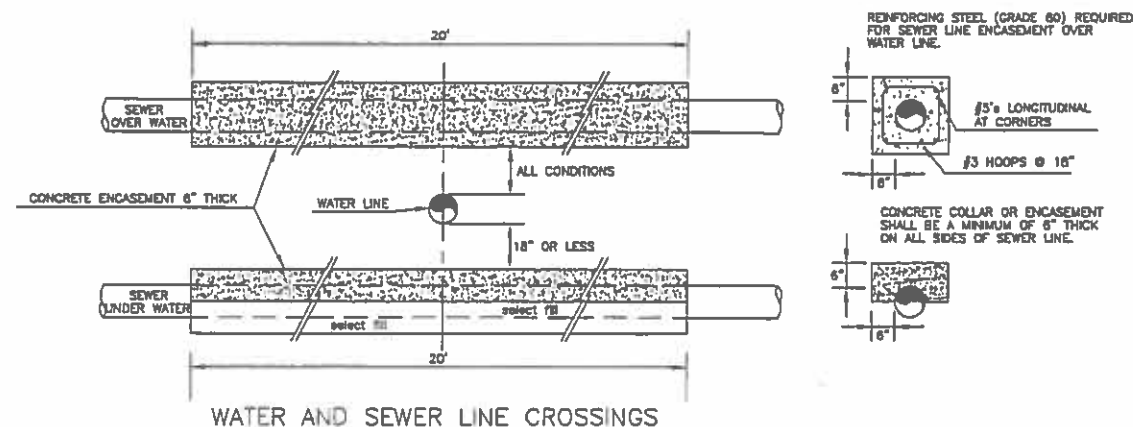
FIRE HYDRANT DETAIL



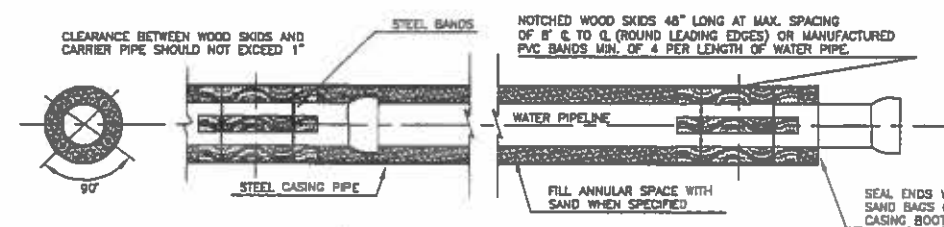
AIR RELEASE/ VACUUM RELIEF VALVE DETAIL



OPEN CUT CROSSING UNDER CONDUIT



WATER AND SEWER LINE CROSSINGS



PIPELINE ENCASEMENT DETAIL

DATE:	NO.:	REVISION:	BY:
4/01/03	1	Rev Sheet Number & Job Number	nk

UTE WATER CONSERVANCY DISTRICT STANDARD DETAIL SHEET 1

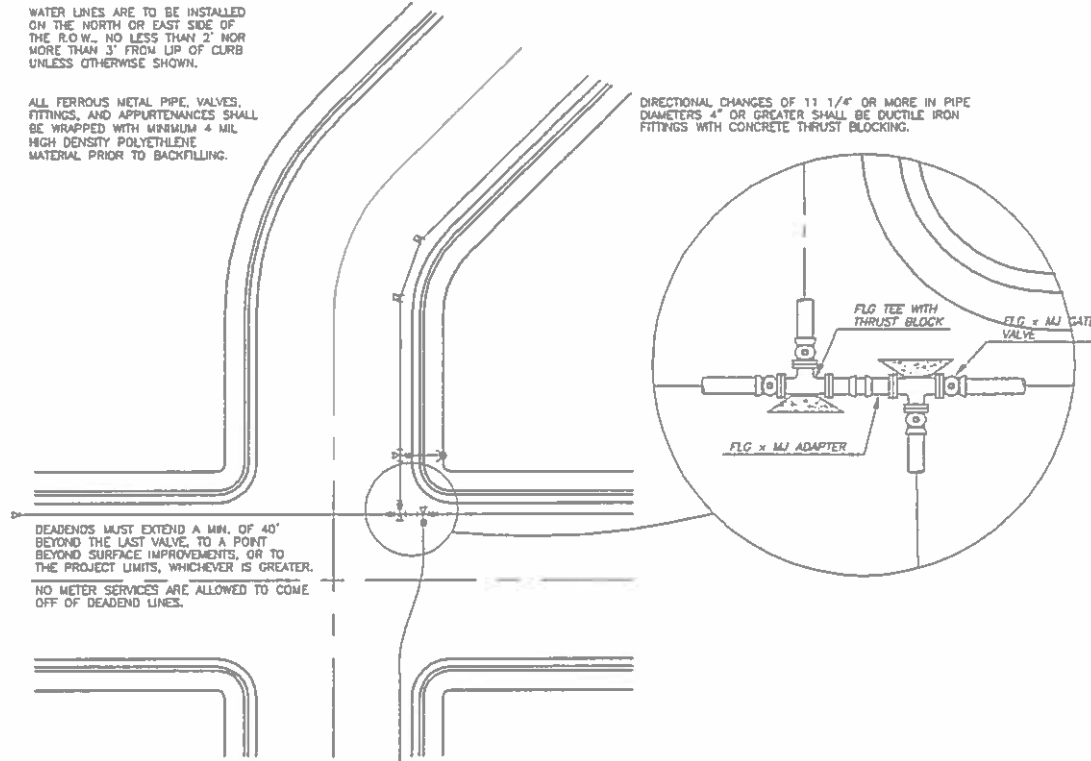
ROCKY HEIGHTS SUBDIVISION

LANDesign  
ENGINEERS • SURVEYORS • PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4000

WATER LINES ARE TO BE INSTALLED ON THE NORTH OR EAST SIDE OF THE R.O.W., NO LESS THAN 2' NOR MORE THAN 3' FROM TOP OF CURB UNLESS OTHERWISE SHOWN.

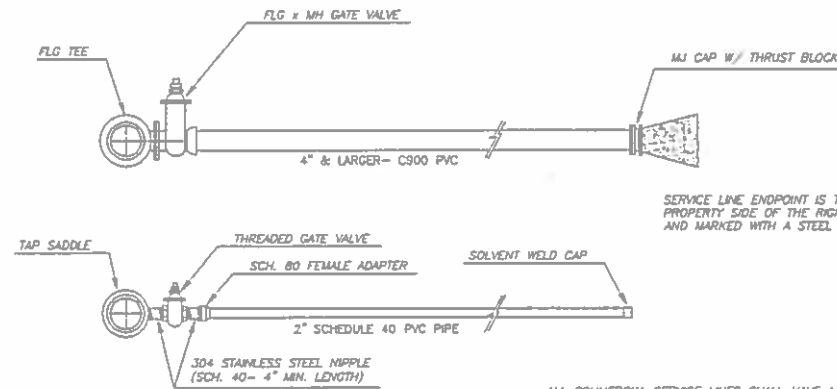
ALL FERROUS METAL PIPE, VALVES, FITTINGS, AND APPURTENANCES SHALL BE WRAPPED WITH MINIMUM 4 MIL HIGH DENSITY POLYETHYLENE MATERIAL PRIOR TO BACKFILLING.

DIRECTIONAL CHANGES OF 11 1/4° OR MORE IN PIPE DIAMETERS 4" OR GREATER SHALL BE DUCTILE IRON FITTINGS WITH CONCRETE THRUST BLOCKING.



DEADENDS MUST EXTEND A MIN. OF 40' BEYOND THE LAST VALVE, TO A POINT BEYOND SURFACE IMPROVEMENTS, OR TO THE PROJECT LIMITS, WHICHEVER IS GREATER. NO METER SERVICES ARE ALLOWED TO COME OFF OF DEADEND LINES.

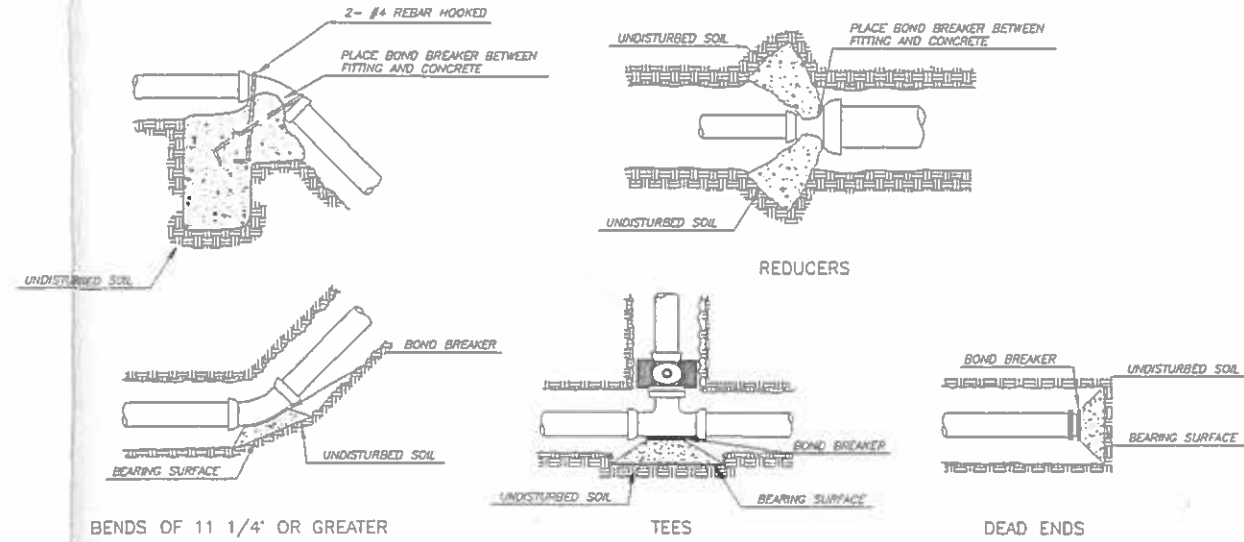
TYPICAL WATER LINE PLAN FOR INTERSECTIONS



SERVICE LINE ENDPOINT IS TO EXTEND TO PROPERTY SIDE OF THE RIGHT OF WAY LINE AND MARKED WITH A STEEL POST

ALL COMMERCIAL SERVICE LINES SHALL HAVE A 3/4\"/>

COMMERCIAL SERVICE DETAIL



BENDS OF 11 1/4° OR GREATER

TEES

DEAD ENDS

TABLE FOR CONCRETE THRUST BLOCKING

SIZE	BENDS				TEE BRANCH SIZE AND DEAD ENDS	REDUCERS				
	90°	45°	22 1/2°	11 1/4°		TOTAL BEARING AREA FOR BOTH SIDES COMBINED				
6	4.0	2.2	1.1	0	2.8	2.0				
8	7.1	3.8	2.0	1.0	5.0	4.8	2.8			
10	11.1	6.0	3.0	1.5	7.8	8.4	8.4	3.6		
12	16.0	8.8	4.4	2.2	11.3	12.8	10.8	8.0	4.4	
14	21.7	11.8	6.0	3.0	15.4	18.0	16.0	13.2	9.8	5.2
16	28.4	15.3	8.0	4.0	20.0	24.0	22.0	19.2	15.8	11.2

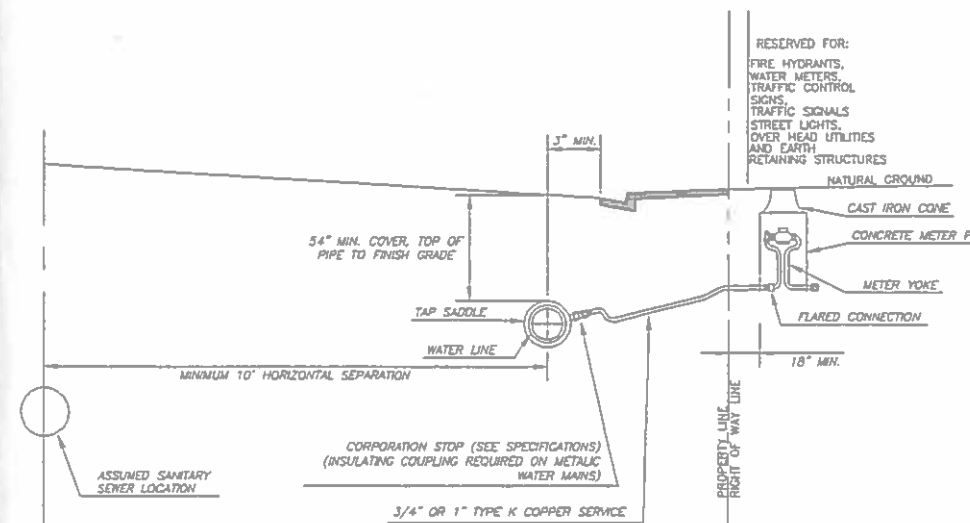
F.H. THRUST BLOCKS SHALL BE A MIN. OF 1/4 CU. YD. IN MASS AND HAVE A MIN. BEARING AREA OF 5 SQ. FT.

AREAS GIVEN ARE BASED ON INTERNAL STATIC PRESSURE OF 100 P.S.I. AND SOIL BEARING CAPACITY OF 1,000 LBS. PER SQ. FT.

AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING TABULATED VALUES BY A CORRECTION FACTOR "F"

F = ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS. / ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS.

THRUST BLOCK DETAILS



DOMESTIC SERVICE DETAIL

REV.	DATE	BY	CHK'D	REVISION
1	4/01/03			Rev. Sheet Number & Job Number

UTE WATER  
CONSERVANCY DISTRICT  
STANDARD DETAIL SHEET 2

ROCKY HEIGHTS SUBDIVISION

DATE: April, 2003  
EPAW: 2003-17-ute-delZ  
PROJECT NO.: 200317 FILE NAME: 2003-17-ute-delZ

LANDesign  
ENGINEER SURVEYOR & PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4088

# ROCKY HEIGHTS SUBDIVISION

A REPLAT OF LOT 1, RUMP SUBDIVISION  
 SEC. 26, T11S, R101W, 6TH PM  
 MESA COUNTY, COLORADO

SIF 292.00  
 TCP 500.00

FP-2003-074

**GENERAL NOTES:**

Base of bearings is the East line of NE1/4 NW1/4 of Section 25 which bears North 00 degrees 24 minutes 48 seconds West, a distance of 1322.11 feet. Both monuments on this line are as shown on the face of this plat.  
 Note: Property corners located during this survey that were within 0.256 feet of the calculated point were accepted as being "in position".  
 Easement and Title Information provided by Abstract & Title Company, Commitment to Insure No. 00812064, dated Feb. 11, 2004.  
 The Declaration of Covenants and Restrictions are recorded at Book 3624 Pages 510 through 525 Mesa County Records.

**NOTES REQUIRED BY CITY:**

Detailed information contained in Grand Junction Leash DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003, concerning geotechnical conditions and construction restrictions, should be referenced prior to issuance of Planning Clearance and Building Permits. An engineered foundation, designed and certified by a licensed engineer, will be required for all of these lots per this report.  
 Further information about the project can be found in the City of Grand Junction Community Development Department file number #RZP-2001-156 and FP-2003-074.

**NOTICE:**

No structure of any kind shall be built within the No Disturbance Zone, as delineated on this plat. See Conditions, Covenants, and Restrictions for Details.

**TITLE CERTIFICATION**

STATE OF COLORADO }  
 COUNTY OF MESA } ss  
 I, Abstract & Title Company, a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the person described properly, that we find the title to the property is vested in Rocky Heights Development, LLC, and that the current issues have been paid; that all mortgages not satisfied or released or otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.  
 Date: 2-27-04 by: Deborah Blenke  
 Name and Title: Manager  
 for: Abstract and Title Co. of Mesa County  
 Name of Title Company

**FOR CITY USE ONLY**

Book	Page	Type
3624	503	Special Warranty Deed
3624	505	Special Warranty Deed
3624	507	Special Warranty Deed
3624	526	Amended Architectural & Landscaping Design
3624	538	Recording Memorandum

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: That Rocky Heights Development, LLC, a Colorado limited liability company is the owner of that real property located in part of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows: (Book 3367, Pages 52 and 53.)

Lot 1, Rump Subdivision, as recorded in Plat Book 18, Pages 140 through 142, Mesa County Records  
 That said owners have caused the real property to be laid out and platted as ROCKY HEIGHTS SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado. That said owners do hereby offer the following dedications and grants and set apart the real property as shown and labeled on the accompanying plat of ROCKY HEIGHTS SUBDIVISION as follows:

All streets, roads and Rights-of-Way are dedicated to the City of Grand Junction for the use of the public forever. Before acceptance of a dedication of any Street or Right-of-Way, the City may require proof of acceptable environmental condition by e.g. a "phase I environmental audit".

All Utility Easements to the City of Grand Junction for the use of City approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utility and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public providers and appurtenant facilities.

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

All Drainage Easements to be granted to the ROCKY HEIGHTS Homeowners Association as perpetual easements for the installation, operation, maintenance and repair of drainage systems.

Tract A is granted to the ROCKY HEIGHTS Homeowners Association for (a) the conveyance or storage of storm water through natural or manmade facilities above or below ground; (b) the use of City approved Public providers as a perpetual easement, for the installation, operation, maintenance, and repair of storm water facilities.

Tract B is granted to the Audubon Society for their purposes.

Variable width Pedestrian Easement granted to the Museum of Western Colorado for the use of the Pedestrian Public.

20' Wide Pedestrian Easement granted for the use of the Pedestrian Public to the City of Grand Junction.

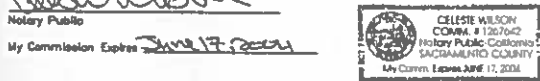
All Tracts/Easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or as signs, together with the right to trim or remove interfering trees and brush, and in Drainage & Detention/Retention easements or tracts, the right to dredge provided however, that the beneficiaries/owners shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of said lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF, said owner, Rocky Heights Development, LLC, a Colorado limited liability company, has caused their name to be hereunto subscribed this 27th day of February, A.D. 2004.

by: Marilyn K. Schiveley (Ute) MANAGING MEMBER  
 for: Rocky Heights Development, LLC, a Colorado limited liability company

**NOTARY PUBLIC'S CERTIFICATE**

STATE OF California }  
 COUNTY OF SACRAMENTO } ss  
 The foregoing instrument was acknowledged before me by Marilyn K. Schiveley (Ute) MANAGING MEMBER of Rocky Heights Development, LLC, a Colorado limited liability company, this 27th day of Feb, A.D. 2004.  
Michael Wilson  
 Notary Public  
 My Commission Expires June 17, 2004



**SUBORDINATION BY MORTGAGEES CERTIFICATE**

BANK OF COLORADO being the holder of a promissory note secured by a deed of trust dated 1-2-04 and recorded 2-25-04 at Reception No. 218563, hereby consents to the subdivision of the lands set forth in this final plat of ROCKY HEIGHTS SUBDIVISION, and subordinates the lien represented by the aforesaid deed of trust to the dedications and restrictions as shown on this final plat and relative covenants, conditions, and restrictions.

Executed this 27th day of February, 2004.  
 by: Michael Mast (Ute) V.P.  
 for: BANK OF COLORADO Mortgagee or lien holder  
200 GRAND AVE. Street Number  
GRAND JUNCTION, CO 81501 City, State, and Zip

**NOTARY PUBLIC CERTIFICATION**

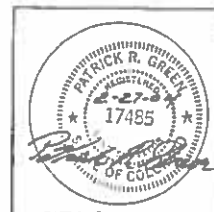
STATE OF COLORADO }  
 COUNTY OF MESA } ss  
 The foregoing instrument was acknowledged before me by Michael Mast (Ute) Vice President for Bank of Colorado this 27th day of February, A.D. 2004.  
 Witness my hand and official seal:  
Sharon Tibbitts  
 Notary Public  
 My Commission Expires 01-25-06



**SURVEYOR'S CERTIFICATION**

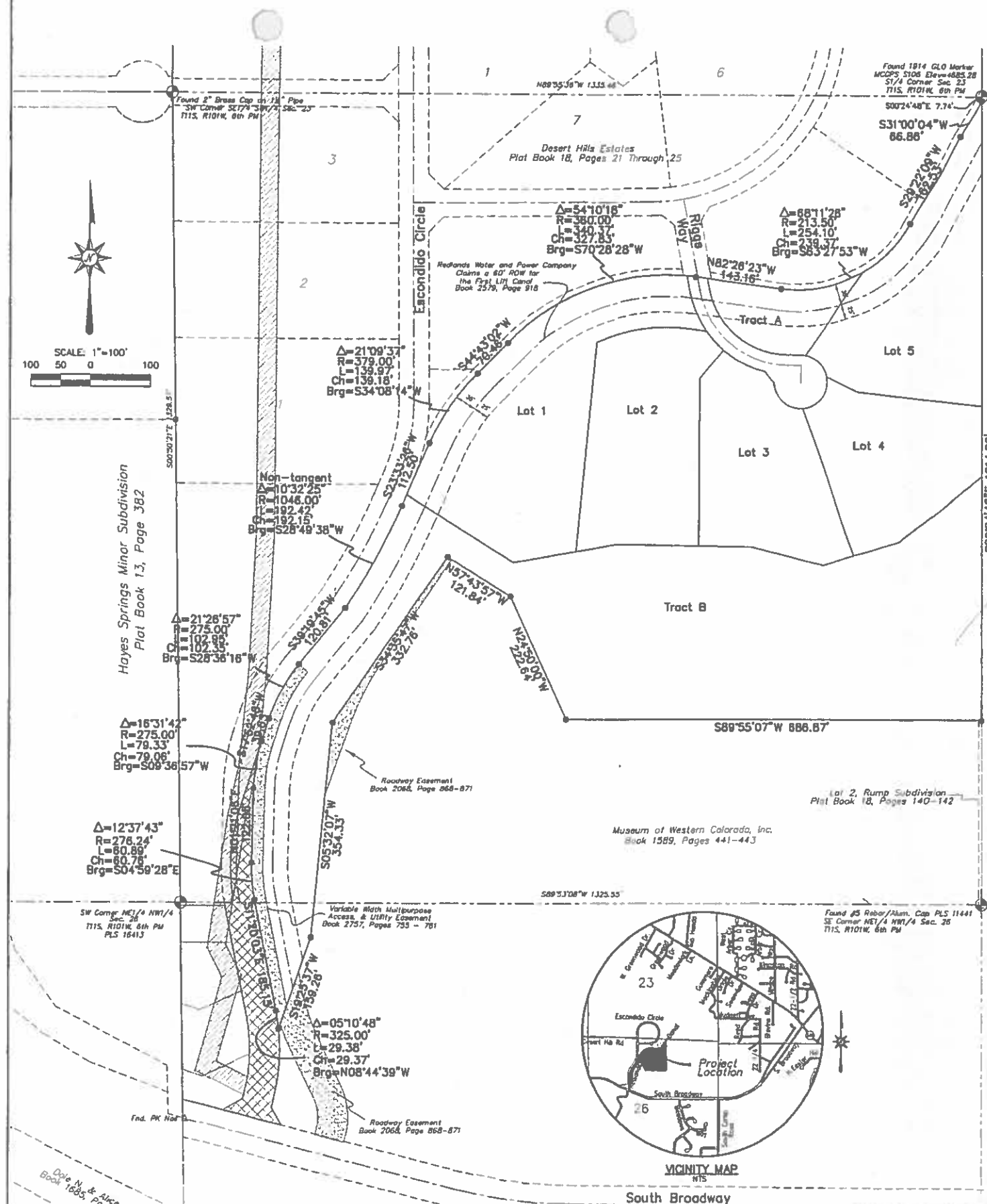
I, Patrick R. Green, do hereby certify that the accompanying plat of Rocky Heights Subdivision, a subdivision of a part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of same. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado.

Date certified 2-27-04



**ROCKY HEIGHTS SUBDIVISION**  
 A Replat of Lot 1, Rump Subdivision  
 Sec. 26, T11S, R101W, 6th PM  
 MESA COUNTY, COLORADO

NO.	DATE	BY	FOR
1	2-27-04	Patrick R. Green	Survey



**LEGEND**

- ALLOTMENT SURVEY MARKER, AS NOTED
- FOUND OR SET ALUMINUM CAP ON No. 5 REBAR, PLS 17485, PER CRS-38-51-105, IN CONCRETE
- FOUND REBAR, AS NOTED
- ALUMINUM CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105

Note: Mesa County Global Positioning Systems  
 Government Land Office  
 Right-of-Way  
 Delta of Arc

**AREA SUMMARY**

LOTS	=	8.213 Acres	51.32%
TRACTS	=	7.486 Acres	48.78%
ROAD ROW	=	0.304 Acres	1.90%
<b>TOTAL</b>	=	<b>16.003 Acres</b>	<b>100.00%</b>

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER THE FIRST DISCOVERY OF SUCH DEFECT. IN NO EVENT SHALL ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



# ROCKY HEIGHTS SUBDIVISION

## BUILDING ENVELOPE SITING PLAN

### DESCRIPTION

That real property located in part of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows: (Book 2519, Pages 19 and 20, and Book 2525, Pages 287 through 290.)

Lot 1, Rump Subdivision, as recorded in Plat Book 18, Pages 140 through 142, Mesa County Records

### GENERAL NOTES:

Basis of bearings is the East line of NE1/4 NW1/4 of Section 26 which bears North 00 degrees 24 minutes 48 seconds West, a distance of 1325.11 feet. Both monuments on this line are as shown on the face of this plat.

Note: Property corners located during this survey that were within 0.25± feet of the calculated point were accepted as being "in position".

### NOTES REQUIRED BY CITY:

Detailed information contained in Grand Junction Lincoln DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003, concerning geotechnical conditions and construction restraints, should be referenced prior to issuance of Planning Clearance and Building Permits. An engineered foundation, designed and certified by a licensed engineer, will be required for all of these lots per this report.

Further information about the project can be found in the City of Grand Junction Community Development Department file number #RZP-2001-155 and FP-2003-074.

### NOTICE:

No structure of any kind shall be built within the No Disturbance Zone, as delineated on this plan. See Conditions, Covenants, and Restrictions for Details.

### CITY OF GRAND JUNCTION APPROVAL

This plat of ROCKY HEIGHTS SUBDIVISION, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this 31<sup>st</sup> day of March, A.D., 2004.

City Manager [Signature]

President of City Council [Signature]

### CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO )  
COUNTY OF MESA )

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock

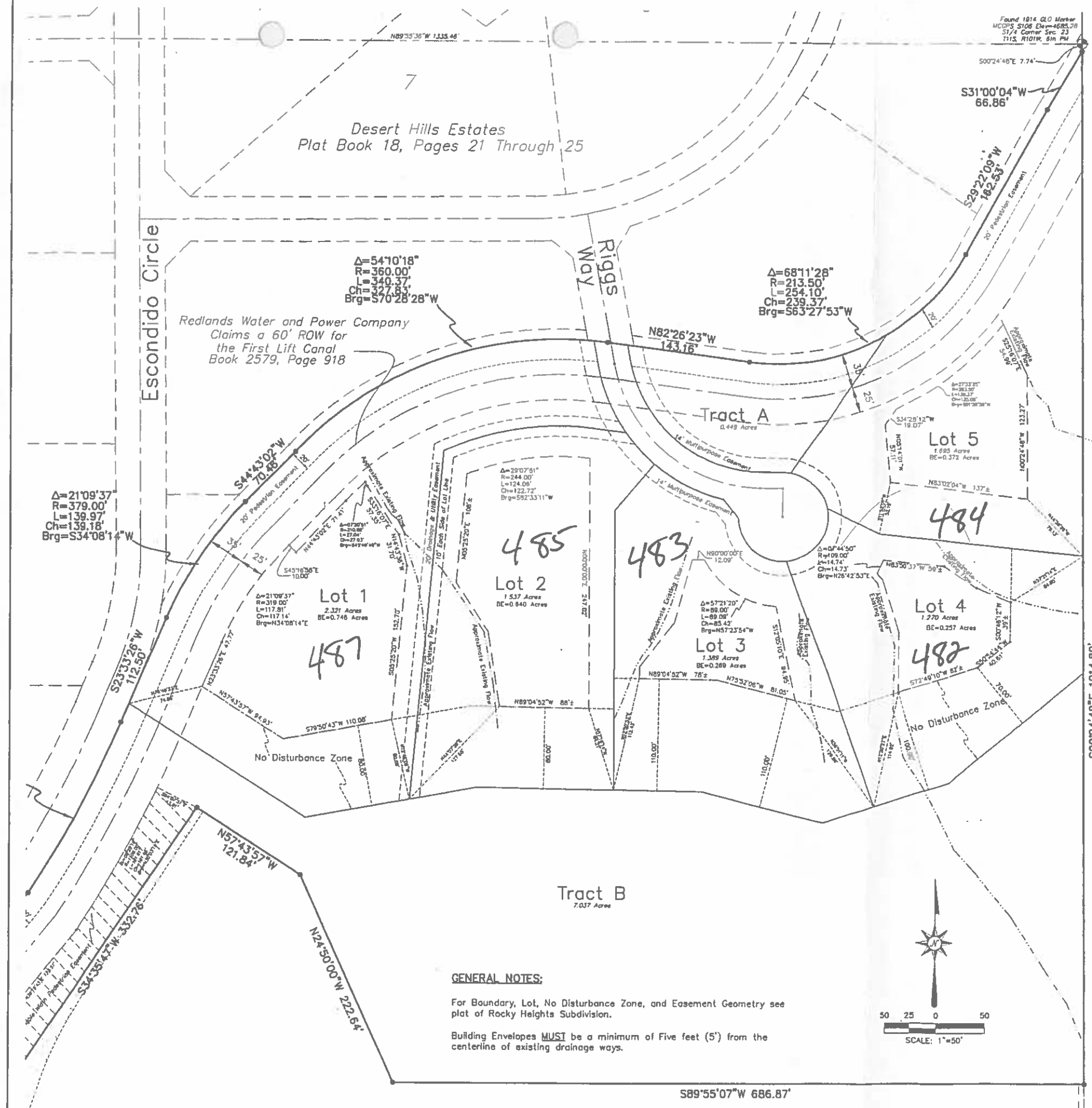
\_\_\_\_\_ M., \_\_\_\_\_ A.D., 2004, and was duly recorded in Book \_\_\_\_\_

Page No. \_\_\_\_\_ Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees: \_\_\_\_\_

Clerk and Recorder \_\_\_\_\_

By \_\_\_\_\_  
Deputy

*Expanded  
Foundation  
note*



**GENERAL NOTES:**  
For Boundary, Lot, No Disturbance Zone, and Easement Geometry see plat of Rocky Heights Subdivision.  
Building Envelopes **MUST** be a minimum of Five feet (5') from the centerline of existing drainage ways.



**BUILDING ENVELOPE SITING PLAN**

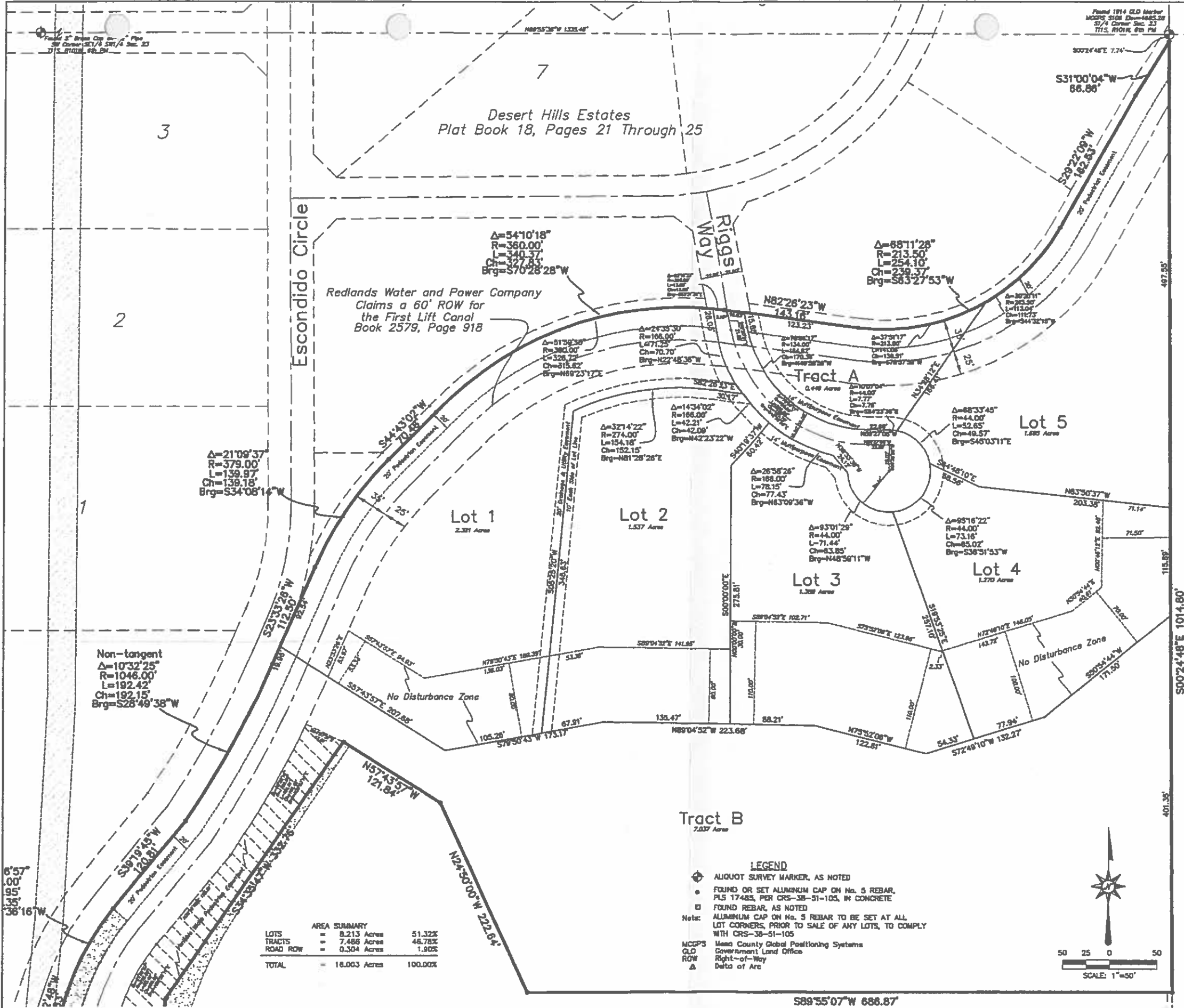
**ROCKY HEIGHTS SUBDIVISION**

A Replat of Lot 1, Rump Subdivision  
Sec. 26, T11S, R101W, 6th PM  
MESA COUNTY, COLORADO

**LANDesign**  
ENGINEERS • SURVEYORS • PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 243-4099

PROJ. NO. 2003-17	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: Feb. 2004				1	1





Found 1914 GLO Marker  
 MOBY 5108 Ch=465.28  
 S1/4 Corner, Sec. 23  
 T11S, R101W, 8th PM

Found 1914 GLO Marker  
 MOBY 5108 Ch=465.28  
 S1/4 Corner, Sec. 23  
 T11S, R101W, 8th PM

Desert Hills Estates  
 Plat Book 18, Pages 21 Through 25

Redlands Water and Power Company  
 Claims a 60' ROW for  
 the First Lift Canal  
 Book 2579, Page 918

Non-tangent  
 $\Delta=10^{\circ}32'25''$   
 $R=1046.00'$   
 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28^{\circ}49'38''W$

$\Delta=21^{\circ}09'37''$   
 $R=379.00'$   
 $L=139.97'$   
 $Ch=138.18'$   
 $Brg=S34^{\circ}08'14''W$

Non-tangent  
 $\Delta=10^{\circ}32'25''$   
 $R=1046.00'$   
 $L=192.42'$   
 $Ch=192.15'$   
 $Brg=S28^{\circ}49'38''W$

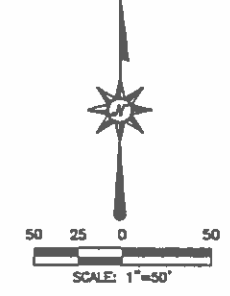
Variable Width Multipurpose  
 Access, & Utility Easement  
 Book 2757, Pages 755 - 761

Roadway Easement  
 Book 2068, Page 868-87

AREA SUMMARY		
LOTS	= 8.213 Acres	51.32%
TRACTS	= 7.486 Acres	46.78%
ROAD ROW	= 0.304 Acres	1.90%
<b>TOTAL</b>	<b>= 16.003 Acres</b>	<b>100.00%</b>

Tract B  
 2.037 Acres

- LEGEND**
- ⊕ ALIQUOT SURVEY MARKER, AS NOTED
  - FOUND OR SET ALUMINUM CAP ON No. 5 REBAR, PLS 1748S, PER CRS-38-51-105, IN CONCRETE
  - FOUND REBAR, AS NOTED
- Note: ALUMINUM CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105
- MGPS Mesa County Global Positioning Systems  
 GLO Government Land Office  
 ROW Right-of-Way  
 Δ Delta of Arc



**SURVEYOR'S CERTIFICATION**

I, Patrick R. Green, do hereby certify that the accompanying plat of Rocky Heights Subdivision is a subdivision of part of the City of Grand Junction, Colorado, has been prepared under my direct supervision and represents a field survey of some. This plat conforms to the requirements for subdivision plats specified in the City of Grand Junction Development code and the applicable laws of the State of Colorado.

Date certified \_\_\_\_\_

**ROCKY HEIGHTS SUBDIVISION**

A Replat of Lot 1, Rump Subdivision  
 Sec. 26, T11S, R101W, 8th PM  
 MESA COUNTY, COLORADO

**LANDesign**

ENGINEERS • SURVEYORS • PLANNERS  
 244 NORTH 7th STREET  
 GRAND JUNCTION, COLORADO 81501 (970) 245-1096

PROJ. NO. 2000-77	SURVEYED	DRAWN	CHECKED	SHEET	OF
DATE: March, 2003		PKJ		2	2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST OBTAIN ANY LOCAL AGENCY PERMITS PRIOR TO ANY CONSTRUCTION OF THIS SURVEY. THESE PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION OF THIS SURVEY. IF AN AGENCY DOES NOT HAVE ANY AGENCY PERMITS PRIOR TO ANY CONSTRUCTION OF THIS SURVEY, THE SURVEYOR SHALL BE CONSIDERED LIABLE FROM THE DATE OF COMPLETION OF THIS SURVEY.

Revised 6/11/03

# ROCKY HEIGHTS SUBDIVISION

## A REPLAT OF LOT 1, RUMP SUBDIVISION

### SEC. 26, T11S, R101W, 6TH PM

#### MESA COUNTY, COLORADO

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Rocky Heights Development, LLC, a Colorado limited liability company is the owner of that real property located in part of Section 26, Township 11 South, Range 101 West of the 6th Principal Meridian, City of Grand Junction, Mesa County, Colorado, being more particularly described as follows: (Book 3397, Pages 52 and 53.)

Lot 1, Rump Subdivision, as recorded in Plat Book 18, Pages 140 through 142, Mesa County Records

That said owners have caused the real property to be laid out and platted as ROCKY HEIGHTS SUBDIVISION, a subdivision of a part of the City of Grand Junction, Colorado. That said owners do hereby offer the following dedications and grants and set apart the real property as shown and labeled on the accompanying plat of ROCKY HEIGHTS SUBDIVISION as follows:

All streets, roads and Rights-of-Way are dedicated to the City of Grand Junction for the use of the public forever. Before acceptance of a dedication of any Street or Right-of-Way, the City may require proof of acceptable environmental condition by, e.g. a 'phase I environmental audit'.

All Utility Easements to the City of Grand Junction for the use of City approved public utilities as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, equivalent other public providers and appurtenant facilities.

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

All Drainage Easements to be granted to the ROCKY HEIGHTS Homeowners Association as perpetual easements for the installation, operation, maintenance and repair of drainage systems.

Tract A is granted to the ROCKY HEIGHTS Homeowners Association for (a) the conveyance or storage of storm water through natural or manmade facilities above or below ground; (b) the use of City approved Public providers as a perpetual easement for the installation, operation, maintenance, and repair of storm water facilities.

Tract B is granted to the Audubon Society for their purposes.

Variable Width Pedestrian Easement granted to the Museum of Western Colorado for the use of the Pedestrian Public.

27' Wide Pedestrian Easement granted for the use of the Pedestrian Public to the City of Grand Junction.

#### GENERAL NOTES:

Base of bearings is the East line of NE1/4 NW1/4 of Section 26 which bears North 00 degrees 24 minutes 48 seconds West, a distance of 1323.11 feet. Both monuments on this line are as shown on the face of this plat.

Note: Property corners located during this survey that were within 0.25± feet of the calculated point were accepted as being "in position".

Easement and Title Information provided by Abstract & Title Company, Commitment to Insure No. 00912064, dated Feb. 11, 2004.

The Declaration of Covenants and Restrictions are recorded at Book \_\_\_\_\_ Pages \_\_\_\_\_ through \_\_\_\_\_ Mesa County Records.

#### NOTES REQUIRED BY CITY:

Detailed information contained in Grand Junction Lincoln DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003, concerning geotechnical conditions and construction restraints, should be referenced prior to issuance of Planning Clearance and Building Permits. An engineered foundation, designed and certified by a licensed engineer, shall be required for all of these lots per this report.

Further information about the project can be found in the City of Grand Junction Community Development Department file number (RZP-2001-155 and FP-2003-074).

NOTICE: No structure of any kind shall be built within the No Disturbance Zone, as delineated on this plat. See Conditions, Covenants, and Restrictions for Details.

#### TITLE CERTIFICATION

STATE OF COLORADO } ss  
COUNTY OF MESA

We, \_\_\_\_\_ a title insurance company, as duly licensed in the state of Colorado, hereby certify that we have examined the title to the herein described property, that we find the title to the property is vested to \_\_\_\_\_ that the current taxes have been paid; that all mortgages not satisfied or released or otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Date: \_\_\_\_\_ by: \_\_\_\_\_  
for: \_\_\_\_\_  
Name of Title Company

#### FOR CITY USE ONLY

Associated Recorded Documents	Book	Page	Type

#### NOTARY PUBLIC'S CERTIFICATE

STATE OF \_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_ (title) \_\_\_\_\_ for Rocky Heights Development, LLC, a Colorado limited liability company, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2004.

Witness my hand and official seal:

Notary Public  
My Commission Expires \_\_\_\_\_

#### SUBORDINATION BY MORTGAGEES CERTIFICATE

\_\_\_\_\_ being the holder of a promissory note secured by a deed of trust dated \_\_\_\_\_ and recorded \_\_\_\_\_ at Reception No. \_\_\_\_\_ hereby consents to the subdivision of the lands set forth in this final plat of ROCKY HEIGHTS SUBDIVISION, and subordinates the lien represented by the aforesaid deed of trust to the dedications and restrictions as shown on this final plat and relative covenants, conditions, and restrictions.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2004

by: \_\_\_\_\_ (title) \_\_\_\_\_  
for: \_\_\_\_\_ Mortgagee or lien holder  
\_\_\_\_\_ Street Number  
\_\_\_\_\_ City, State, and Zip

#### NOTARY PUBLIC CERTIFICATION

STATE OF COLORADO } ss  
COUNTY OF MESA

The foregoing instrument was acknowledged before me by \_\_\_\_\_ (title) \_\_\_\_\_ for \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2004.

Witness my hand and official seal:

Notary Public  
My Commission Expires \_\_\_\_\_

#### CITY OF GRAND JUNCTION APPROVAL

This plat of ROCKY HEIGHTS SUBDIVISION, a subdivision of a part of the City of Grand Junction, County of Mesa, State of Colorado, is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2004.

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

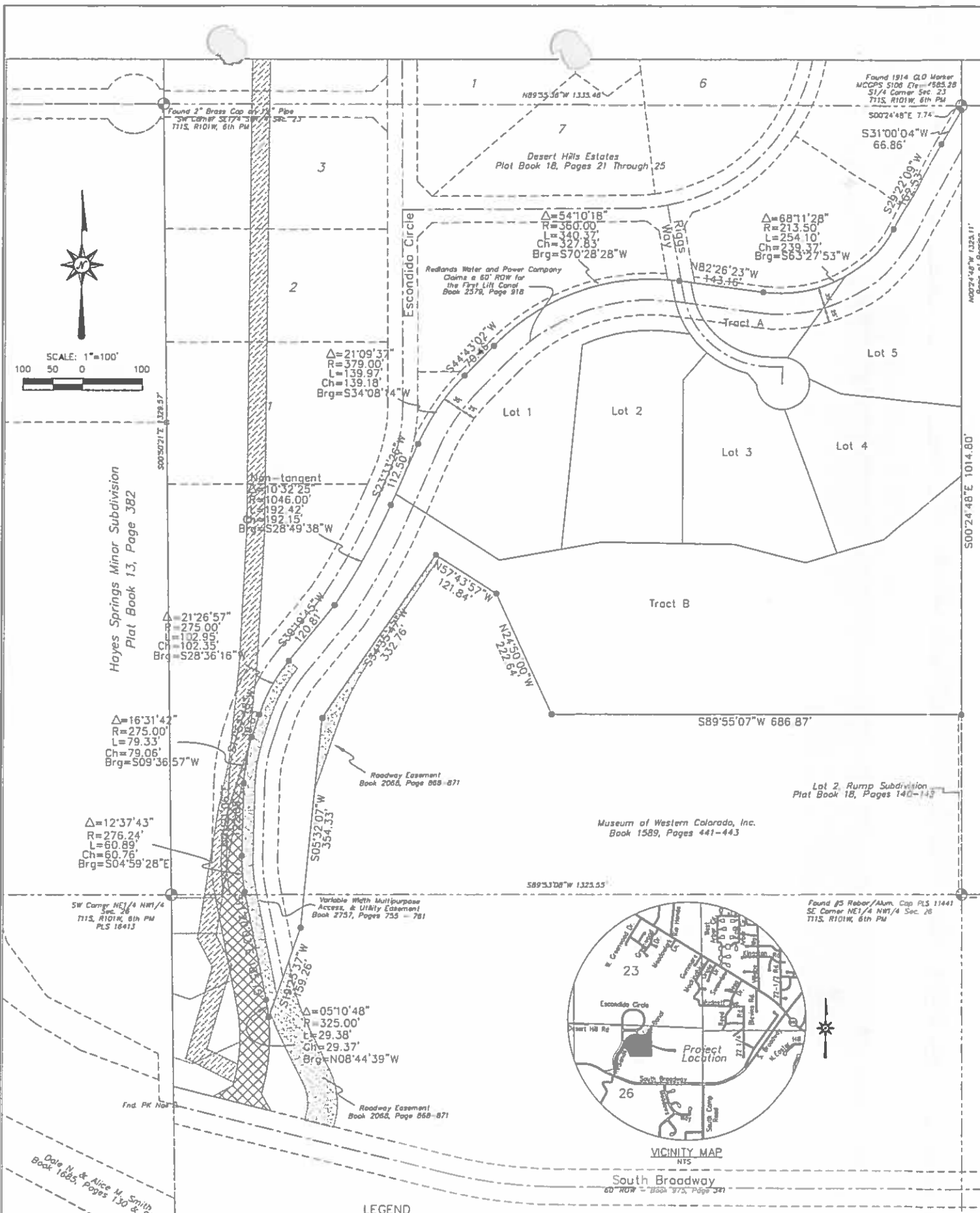
#### CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } ss  
COUNTY OF MESA

I hereby certify that this instrument was filed in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_ A.D., 2004, and was duly recorded in Book \_\_\_\_\_ Page No. \_\_\_\_\_ Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees: \_\_\_\_\_

Clerk and Recorder \_\_\_\_\_  
By: \_\_\_\_\_ Deputy

**ROCKY HEIGHTS SUBDIVISION**  
A Replat of Lot 1, Rump Subdivision  
Sec. 26, T11S, R101W, 6th PM  
MESA COUNTY, COLORADO

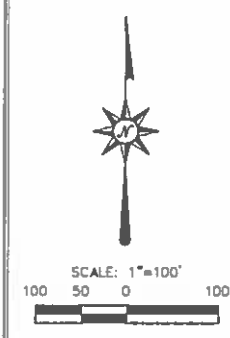


#### LEGEND

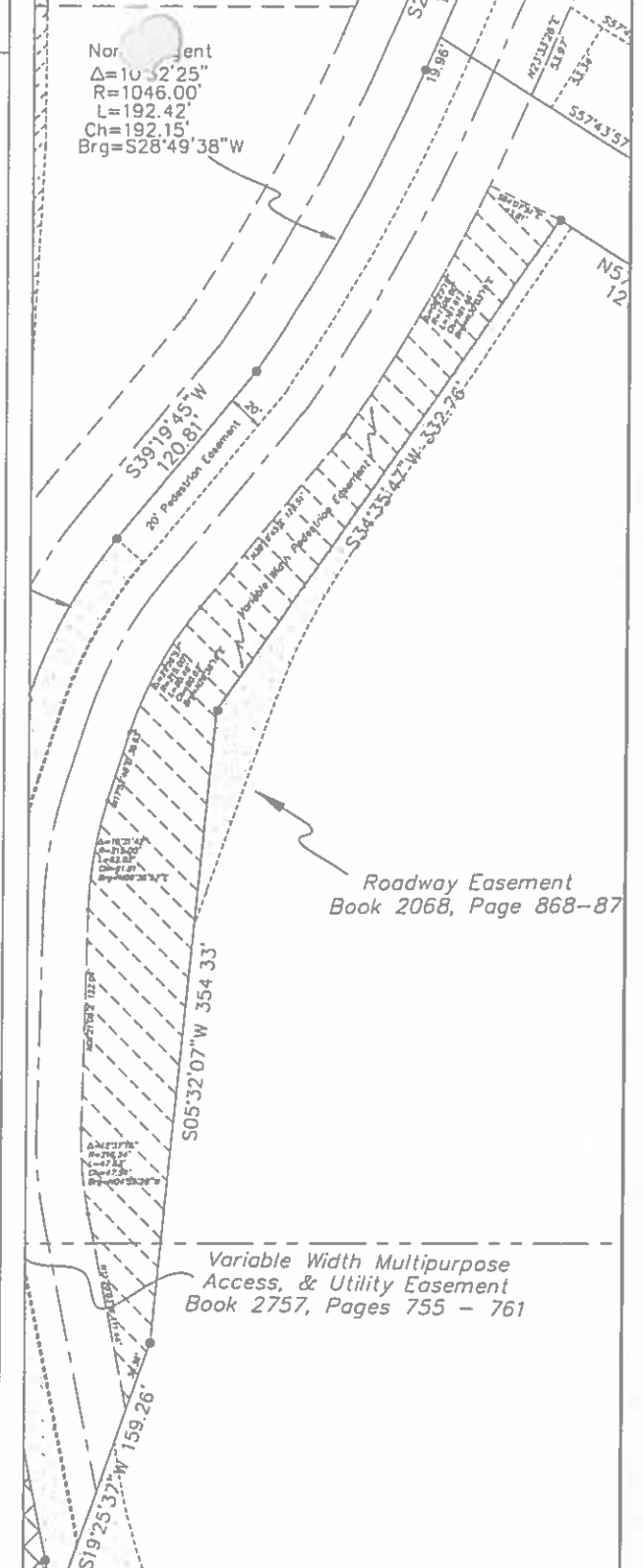
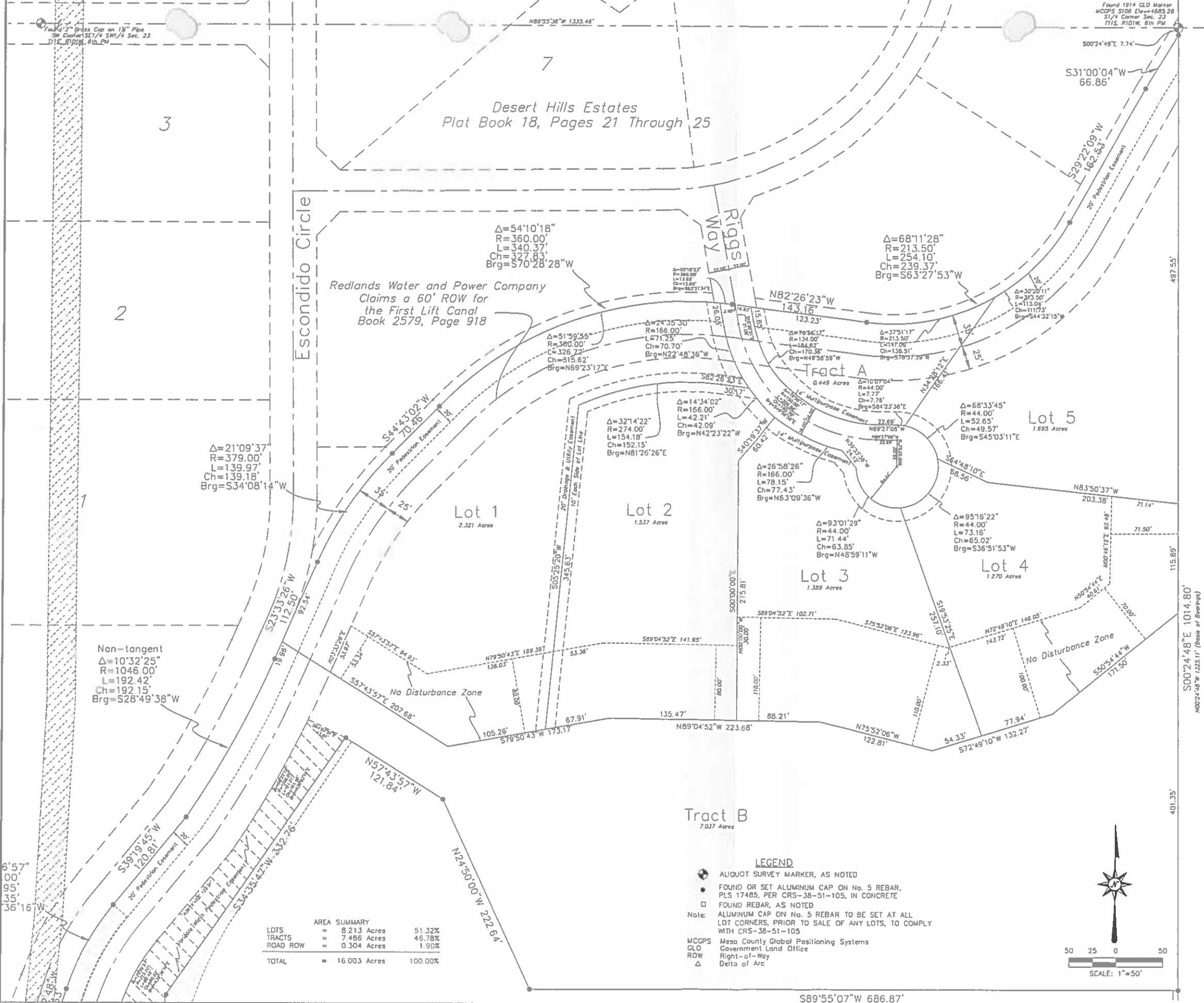
●	ALIQUOT SURVEY MARKER, AS NOTED
○	FOUND OR SET ALUMINUM CAP ON No. 5 REBAR, PLS 17485, PER CRS-38-51-105, IN CONCRETE
□	FOUND REBAR, AS NOTED
Note:	ALUMINUM CAP ON No. 5 REBAR TO BE SET AT ALL LOT CORNERS, PRIOR TO SALE OF ANY LOTS, TO COMPLY WITH CRS-38-51-105
MCCPS	Mesa County Global Positioning Systems
GLO	Government Land Office
ROW	Right-of-Way
Δ	Delta of Arc

AREA SUMMARY		
LOTS	= 8.213 Acres	51.32%
TRACTS	= 7.486 Acres	46.78%
ROAD ROW	= 0.304 Acres	1.90%
<b>TOTAL</b>	<b>= 16.003 Acres</b>	<b>100.00%</b>





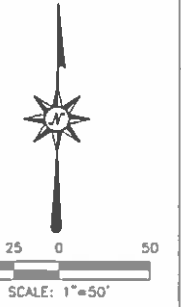


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**LEGEND**

- ALIQUOT SURVEY MARKER, AS NOTED
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- MCCPS Mesa County Global Positioning Systems
- GLO Government Land Office
- ROW Right-of-Way
- △ Delta of Arc



**ROCKY HEIGHTS SUBDIVISION**  
 A Replat of Lot 1, Rump Subdivision  
 Sec. 26, T11S, R101W, 6th PM  
 MESA COUNTY, COLORADO

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOUR FIRST DISCOVERY OF SUCH DEFECT. IN NO EVENT SHALL ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



# 2947

- Arbitrary Blocks
- Tax Parcels
- Water Features
- Townships
- Sections



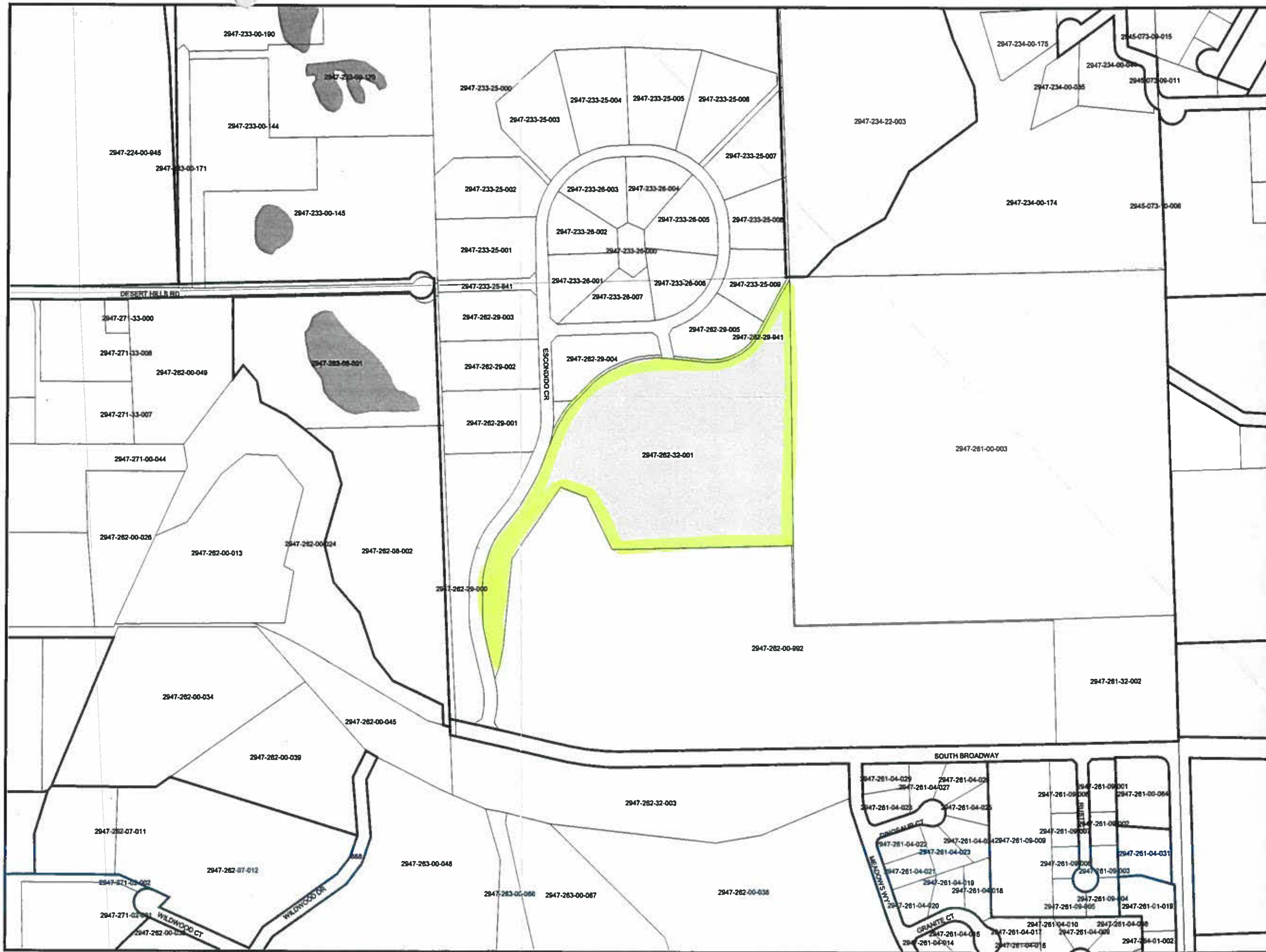
100 0 100 200 300 Feet

## Rocky HEIGHTS SUBDIVISION - LOCATION MAP



This Geographic Information System (GIS) and its components are designed as a source of reference for assessing conditions for planning and development. GIS is not intended as a substitute for legal descriptions or other authoritative information. The County Clerk and Assessor's Office are not responsible for any errors or omissions in this information. It is the user's responsibility to verify the accuracy of any information contained herein. It is the user's responsibility to verify the accuracy of any information contained herein. It is the user's responsibility to verify the accuracy of any information contained herein.

This information is not intended to be used as a substitute for professional engineering or architectural services. It is the user's responsibility to verify the accuracy of any information contained herein. It is the user's responsibility to verify the accuracy of any information contained herein. It is the user's responsibility to verify the accuracy of any information contained herein.



## **MAINTENANCE GUARANTEE**

1. **Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are Rocky Heights Development, LLC ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

2. **Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

## **RECITALS**

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as Rocky Heights Subdivision has been reviewed and approved under Community Development file #FP-2003-074 and as necessary or required to construe this guarantee, that file(s) is incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

## **DEVELOPER'S OBLIGATION**

3. **Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

4. **Security:** To secure the performance of its obligations the Developer is required to post security in an amount of \$36,820 (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

5. **Standards:** The Developer shall maintain the Improvements according to the standards and specifications required by the City or as otherwise established by the City Engineer.

6. **Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

7. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this guarantee. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after acceptance of the Improvements.

8. **Notice of Defect/Default:** The City shall provide timely notice to the Developer whenever routine inspection reveals that an Improvement and/or maintenance of the same does not conform to City standards and any specifications approved or required in or by the development or that an Improvement(s) is otherwise defective.

8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective

two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

9. **Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12 months from the date of acceptance of the Improvements.

10. **Funds:** Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

11. **Defect/Default Events:** The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

11c. Developer's failure to maintain security in a form and amount required/provided by this guarantee.

11d. As provided herein the City shall provide written notice to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

**12. Measure of Cost/Expenses:** The measure of costs and or expenses chargeable by the City under this guarantee will be the reasonable cost of satisfactorily repairing and/or replacing the Improvements plus reasonable City administrative expenses (in the amount of 20% of the repair, replacement and/or warranty work) all of which may exceed the amount of the security provided for in paragraph 4. The amount of the security provided for in paragraph 4 does not set, limit, establish or provide the Developer's maximum financial obligation.

12a. City administrative expenses for which the Developer is obligated to pay include but are not limited to personnel costs, including benefits, overtime, callback, standby and other extraordinary compensation, materials, equipment, third-party contracting costs, collection costs and the value of engineering, legal and administrative staff time devoted to the repair and/or replacement of the Improvements and/or enforcement of this guarantee and all initial warranty(ies) or guarantee(s) assigned to the City by the Developer.

**13. City's Rights:** When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

**14. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this guarantee. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this guarantee except where such suit is brought by the Developer against the City. The Developer is, however, not an agent or employee of the City.

**15. No Waiver:** No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any defect or default under this guarantee be deemed a waiver of any subsequent defect(s) or default(s) of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any defect(s), defaults(s) or Improvement(s).

**16. Amendment or Modification:** The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

**17. Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

**18. Integration:** This guarantee, together with the exhibits and attachments thereto constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

**19. Third Party Rights:** No person or entity who or which is not a party to this agreement will have any right of action under this agreement.

**20. Severability:** If any part, term or provision of this guarantee is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the right of the parties will be construed as if the part, term or provision was never part of the agreement.

**21. Benefits:** The benefits of this agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this agreement are

personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

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

If to Developer:	<u>Marilyn K. Schiveley</u>	Name
	<u>Rocky Heights Development, LLC</u>	Developer/Company
	<u>9336 Lovewell Court</u>	Address (Street & Mailing)
	<u>Elk Grove, CA 95758</u>	City, State & Zip Code
	<u>( 916 ) 684-8577 (phone)</u>	Telephone & Fax Numbers
	<u>( 916 ) 684-7961 (fax)</u>	
	<u>schiveley@comcast.net</u>	E-mail

If to City: Office of the City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Cc: Public Works and Utilities Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**23. Recordation:** Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

**24. Immunity:** Nothing contained in this agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

**25. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this agreement whether arising out of or relating to the agreement, will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.



By: Marilyn K. Schiveley  
Marilyn K. Schiveley  
Developer

7-27-04 <sup>mk's</sup>  
11-19-03  
Date

Name (printed): Marilyn K. Schiveley

Title (position): Managing Member, Rocky Heights Development, LLC  
Attest:

N/A  
Secretary

\_\_\_\_\_  
Date

City of Grand Junction  
Pat Cui  
Project Planner

11/4/04  
Date

Kuboris  
Dept. of Public Works and Utilities

11-2-04  
Date

GUARANTEE2003  
6/13/2003



### IRREVOCABLE LETTER OF CREDIT

City of Grand Junction  
c/o Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Irrevocable Letter of Credit No. 2689002501

Dated: September 22, 2004

Expiration: September 15, 2005 subject to the automatic extensions stated below

Dear Sirs:

We hereby establish our Irrevocable Letter of Credit No. 2689002501 in favor of the City of Grand Junction at the request of and for the account of Rocky Heights Development, LLC, a Colorado Limited Liability Company (Developer) in the amount of Thirty-Six Thousand Eight Hundred Twenty and 15/100 (\$36,820.15) U.S. dollars.

This Letter of Credit is subject to the following terms and conditions:

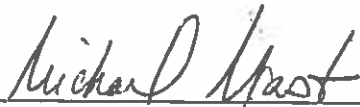
- 1) it is effective upon signature
- 2) it expires on September 15, 2005 subject to the automatic extensions discussed below;
- 3) this Letter of Credit is available by sight draft(s) drawn and marked "Drawn under Bank of Colorado (Bank) Letter of Credit No. 2689002501 dated September 22, 2004";
- 4) this Letter of Credit is established for the use and benefit of the City of Grand Junction by reason of the Rocky Heights Development, LLC, (Developer) being obligated to pay or perform in accordance with the provisions of the Grand Junction Zoning and Development Code;
- 5) the following statement signed by an authorized designee of the City of Grand Junction must accompany the sight draft;
- 6) **"Rocky Heights Development, LLC, (Developer) has failed to comply with the terms, conditions, provisions and requirements of the Grand Junction Zoning and Development Code and/or plans, specifications or agreements relating to the construction of improvements required by the City of Grand Junction. The monies received from this drawing are required to construct those improvements. The City of Grand Junction therefore requests the payment of \$\_\_\_\_\_."**
- 7) It is a condition of this Letter of Credit that it will be automatically extended for a period of six (6) months from the present or any future expiration date unless; (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full or (c) the Bank notifies the City of Grand Junction at 250 N. 5<sup>th</sup> Street Grand Junction, CO 81501, by certified

200 Grand Avenue  
P.O. Box 968  
Grand Junction  
Colorado 81502  
Tel (970) 245-1600  
Fax (970) 245-9530

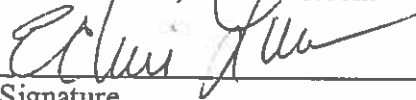
2903 F Road  
Grand Junction  
Colorado 81504  
Tel (970) 245-1600  
Fax (970) 263-2101

mail return receipt requested, at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit.

- 8) except as stated above no modifications or revocations may be made by the undersigned to this Letter of Credit without the express written approval of the City's Director of Community Development or his designee;
- 9) this Letter of Credit is neither negotiable nor assignable;
- 10) partial drawings are permitted;
- 11) we hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit;
- 12) except as otherwise stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) and to the extent that it does not conflict with Article 5 of the Uniform Commercial Code of the State of Colorado



Signature  
Michael Mast, Vice President



Signature  
E. Chris Launer, President

## **MAINTENANCE GUARANTEE**

1. **Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are Rocky Heights Development, LLC ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

2. **Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

## **RECITALS**

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as Rocky Heights Subdivision has been reviewed and approved under Community Development file #FP-2003-074 and as necessary or required to construe this guarantee, that file(s) is incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

## **DEVELOPER'S OBLIGATION**

3. **Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

**4. Security:** To secure the performance of its obligations the Developer is required to post security in an amount of \$36,820 (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

**5. Standards:** The Developer shall maintain the Improvements according to the standards and specifications required by the City or as otherwise established by the City Engineer.

**6. Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

**7. Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this guarantee. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after acceptance of the Improvements.

**8. Notice of Defect/Default:** The City shall provide timely notice to the Developer whenever routine inspection reveals that an Improvement and/or maintenance of the same does not conform to City standards and any specifications approved or required in or by the development or that an Improvement(s) is otherwise defective.

8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective

two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

**9. Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12 months from the date of acceptance of the Improvements.

**10. Funds:** Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

**11. Defect/Default Events:** The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

11c. Developer's failure to maintain security in a form and amount required/provided by this guarantee.

11d. As provided herein the City shall provide written notice to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

**12. Measure of Cost/Expenses:** The measure of costs and or expenses chargeable by the City under this guarantee will be the reasonable cost of satisfactorily repairing and/or replacing the Improvements plus reasonable City administrative expenses (in the amount of 20% of the repair, replacement and/or warranty work) all of which may exceed the amount of the security provided for in paragraph 4. The amount of the security provided for in paragraph 4 does not set, limit, establish or provide the Developer's maximum financial obligation.

12a. City administrative expenses for which the Developer is obligated to pay include but are not limited to personnel costs, including benefits, overtime, callback, standby and other extraordinary compensation, materials, equipment, third-party contracting costs, collection costs and the value of engineering, legal and administrative staff time devoted to the repair and/or replacement of the Improvements and/or enforcement of this guarantee and all initial warranty(ies) or guarantee(s) assigned to the City by the Developer.

**13. City's Rights:** When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

**14. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this guarantee. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this guarantee except where such suit is brought by the Developer against the City. The Developer is, however, not an agent or employee of the City.

**15. No Waiver:** No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any defect or default under this guarantee be deemed a waiver of any subsequent defect(s) or default(s) of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any defect(s), defaults(s) or Improvement(s).

**16. Amendment or Modification:** The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

**17. Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

**18. Integration:** This guarantee, together with the exhibits and attachments thereto constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

**19. Third Party Rights:** No person or entity who or which is not a party to this agreement will have any right of action under this agreement.

**20. Severability:** If any part, term or provision of this guarantee is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the right of the parties will be construed as if the part, term or provision was never part of the agreement.

**21. Benefits:** The benefits of this agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this agreement are



personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

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

If to Developer:	<u>Marilyn K. Schiveley</u>	Name
	<u>Rocky Heighs Development, LLC</u>	Developer/Company
	<u>9336 Lovewell Court</u>	Address (Street & Mailing)
	<u>Elk Grove, CA 95758</u>	City, State & Zip Code
	<u>( 916 ) 684-8577 (phone</u>	Telephone & Fax Numbers
	<u>( 916 ) 684-7961 (fax)</u>	
	<u>schiveley@comcast.net</u>	E-mail

If to City: Office of the City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Cc: Public Works and Utilities Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**23. Recordation:** Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

**24. Immunity:** Nothing contained in this agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

**25. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this agreement whether arising out of or relating to the agreement, will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

By: Marilyn K. Schiveley 1-19-03  
Developer Date

Name (printed): Marilyn K. Schiveley

Title (position): Managing Member, Rocky Heights Development, LLC

Attest:

\_\_\_\_\_  
Secretary Date

City of Grand Junction

\_\_\_\_\_  
Project Planner Date

\_\_\_\_\_  
Dept. of Public Works and Utilities Date

GUARANTEE2003  
6/13/2003

## **MAINTENANCE GUARANTEE**

**1. Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are Rocky Heights Development, LLC ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

**2. Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

## **RECITALS**

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as Rocky Heights Subdivision has been reviewed and approved under Community Development file #FP-2003-074 and as necessary or required to construe this guarantee, that file(s) is incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

## **DEVELOPER'S OBLIGATION**

**3. Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

**4. Security:** To secure the performance of its obligations the Developer is required to post security in an amount of \$36,820 (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

**5. Standards:** The Developer shall maintain the Improvements according to the standards and specifications required by the City or as otherwise established by the City Engineer.

**6. Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

**7. Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this guarantee. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after acceptance of the Improvements.

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8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective

two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

9. **Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12 months from the date of acceptance of the Improvements.

10. **Funds:** Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

11. **Defect/Default Events:** The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

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**13. City's Rights:** When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

**14. Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this guarantee. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this guarantee except where such suit is brought by the Developer against the City. The Developer is, however, not an agent or employee of the City.

**15. No Waiver:** No waiver of any provision of this Agreement by the City will be deemed to or constitute a waiver of any other provision, nor will it be deemed to or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any defect or default under this guarantee be deemed a waiver of any subsequent defect(s) or default(s) of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any defect(s), defaults(s) or Improvement(s).

**16. Amendment or Modification:** The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

**17. Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

**18. Integration:** This guarantee, together with the exhibits and attachments thereto constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this agreement will be binding on the parties.

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**20. Severability:** If any part, term or provision of this guarantee is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the right of the parties will be construed as if the part, term or provision was never part of the agreement.

**21. Benefits:** The benefits of this agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this agreement are

personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

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

If to Developer:	<u>Marilyn K. Schiveley</u>	Name
	<u>Rocky Heights Development, LLC</u>	Developer/Company
	<u>9336 Lovewell Court</u>	Address (Street & Mailing)
	<u>Elk Grove, CA 95758</u>	City, State & Zip Code
	<u>( 916 ) 684-8577 (phone)</u>	Telephone & Fax Numbers
	<u>( 916 ) 684-7961 (fax)</u>	
	<u>schiveley@comcast.net</u>	E-mail

If to City: Office of the City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Cc: Public Works and Utilities Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**23. Recordation:** Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

**24. Immunity:** Nothing contained in this agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

**25. Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this agreement whether arising out of or relating to the agreement, will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.



By: Marilyn K. Schiveley  
Marilyn K. Schiveley  
Developer

7-27-04 <sup>mkS</sup>  
11-19-03  
Date

Name (printed): Marilyn K. Schiveley

Title (position): Managing Member, Rocky Heights Development, LLC

Attest:

N/A  
Secretary

\_\_\_\_\_  
Date

City of Grand Junction

\_\_\_\_\_  
Project Planner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dept. of Public Works and Utilities

\_\_\_\_\_  
Date

GUARANTEE2003  
6/13/2003



**IRREVOCABLE LETTER OF CREDIT**

City of Grand Junction  
c/o Director of Community Development  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Irrevocable Letter of Credit No. 2689002501  
Dated: September 22, 2004  
Expiration: September 15, 2005 subject to the automatic extensions stated below

Dear Sirs:

We hereby establish our Irrevocable Letter of Credit No. 2689002501 in favor of the City of Grand Junction at the request of and for the account of Rocky Heights Development, LLC, a Colorado Limited Liability Company (Developer) in the amount of Thirty-Six Thousand Eight Hundred Twenty and 15/100 (\$36,820.15) U.S. dollars.

This Letter of Credit is subject to the following terms and conditions:

- 1) it is effective upon signature
- 2) it expires on September 15, 2005 subject to the automatic extensions discussed below;
- 3) this Letter of Credit is available by sight draft(s) drawn and marked "Drawn under Bank of Colorado (Bank) Letter of Credit No. 2689002501 dated September 22, 2004";
- 4) this Letter of Credit is established for the use and benefit of the City of Grand Junction by reason of the Rocky Heights Development, LLC, (Developer) being obligated to pay or perform in accordance with the provisions of the Grand Junction Zoning and Development Code;
- 5) the following statement signed by an authorized designee of the City of Grand Junction must accompany the sight draft;
- 6) **"Rocky Heights Development, LLC, (Developer) has failed to comply with the terms, conditions, provisions and requirements of the Grand Junction Zoning and Development Code and/or plans, specifications or agreements relating to the construction of improvements required by the City of Grand Junction. The monies received from this drawing are required to construct those improvements. The City of Grand Junction therefore requests the payment of \$\_\_\_\_\_."**
- 7) It is a condition of this Letter of Credit that it will be automatically extended for a period of six (6) months from the present or any future expiration date unless; (a) the underlying obligation has been performed, released or satisfied, (b) this Letter of Credit has been called in full or (c) the Bank notifies the City of Grand Junction at 250 N. 5<sup>th</sup> Street Grand Junction, CO 81501, by certified

200 Grand Avenue  
P.O. Box 968  
Grand Junction  
Colorado 81502  
Tel (970) 245-1600  
Fax (970) 245-9530

2903 F Road  
Grand Junction  
Colorado 81504  
Tel (970) 245-1600  
Fax (970) 263-2101

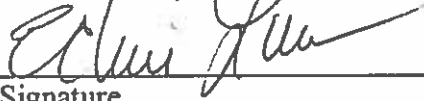
mail return receipt requested, at least ninety (90) days prior to such expiration date that we elect not to further extend this Letter of Credit.

- 8) except as stated above no modifications or revocations may be made by the undersigned to this Letter of Credit without the express written approval of the City's Director of Community Development or his designee;
- 9) this Letter of Credit is neither negotiable nor assignable;
- 10) partial drawings are permitted;
- 11) we hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored on due presentation and delivery of documents, which may be done by first class mail, facsimile, in person or by any other reasonable business practice on or prior to the expiration or any extension thereof of this Letter of Credit;
- 12) except as otherwise stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) and to the extent that it does not conflict with Article 5 of the Uniform Commercial Code of the State of Colorado



Signature

Michael Mast, Vice President



Signature

E. Chris Launer, President

Rocky Heights  
Subdivision

Rick  
Dorris


FP-2003-074







GRAND JUNCTION  
LINCOLN - DeVORE, Inc.

Geotechnical Consultants  
Grand Junction, Colorado

Rocky Heights  
Subdivision

Client: Development Concepts				Report No: 1				
Project: Rocky Heights Subdivision				Date of Test: 3-22-04				
Location:				Test By: RL				
				GJLD Job No: 90860-GJ				
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County:	State:
Test No.	Location of Test	DRY DENSITY pcf	MINIMUM DRY DENSITY SPEC pcf	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE	
1	Bottom Trench Subgrade for Twin 24" Pipe	110.5	NA	14.1	NA	114.8@14.4	C	
2	Haunch of Pipe between Twin 24" Pipe	110.2	NA	14.6	NA	114.8@14.4	C	
NOTE: Twin 24" pipe encased in concrete beneath 36" canal pipe. Headwall, Mirafi 500x fabric placed on native soil, then PR str. fill.								
DISTRIBUTION: I-Client		KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run		GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>RL</i>				
				FILL DENSITY TEST DAILY REPORT				
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.		Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718		Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.		 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists		

Client: Development Construction Services				Report No: 2			
Project: Rocky Heights				Date of Test: 4-14-04			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:
Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
3	Subgrade prior to placing st. fill for road.	95	95	16.0	+2	114.8@14.4	C
DISTRIBUTION: 1-Client		KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run		GRAND JUNCTION LINCOLN DeVORE, INC. BY:  FILL DENSITY TEST DAILY REPORT			
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.		Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718		Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.		 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists	

Client: Development Construction Services				Report No: 3			
Project: Rocky Heights				Date of Test: 4-15-04			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:
Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
4	Roadway construction + 1' , @ St. Fill Native	96	95	14.8	+2	114.8@14.4	C
DISTRIBUTION: I-Client		KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run		GRAND JUNCTION LINCOLN DeVORE, INC. BY:  FILL DENSITY TEST DAILY REPORT			
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.		Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718		Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.		 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists	





Client: Development Construction Services				Report No: 4			
Project: Rocky Heights				Date of Test: 4-20-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
5	Roadway, Subgrade Prep, sta 1+50	95	95	17.2	+2	110.9@18.6	C
6	Roadway, Riggs Way, sta 2+50, @ FSG	96	95	16.7	+2	110.9@18.6	C
7	Roadway, Riggs Way, sta 3+50, Cul de Sac, @ FSG	95	95	17.2	+2	110.9@18.6	C


  

DISTRIBUTION: I-Client	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>RL</i>  <b>FILL DENSITY TEST DAILY REPORT</b>
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.  GRAND JUNCTION LINCOLN DeVORE Geotechnical Engineers-Geologists

Client: Development Construction Services				Report No: 5			
Project: Rocky Heights				Date of Test: 4-29-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
8	Sewer Service, Lot 1, @ 12' BSG	95	95	16.8	+2	110.9@18.6	C
9	Sewer Service, Lot 1, @ 10' BSG	95	95	17.0	+2	110.9@18.6	C
10	Sewer Service, Lot 1, @ 8' BSG	96	95	16.8	+2	110.9@18.6	C
11	Sewer Service, Lot 1, @ 6' BSG	99	95	16.9	+2	110.9@18.6	C
12	Sewer Service, Lot 1, @ 4' BSG	97	95	16.9	+2	110.9@18.6	C
13	Sewer Service, Lot 1, @ 2' BSG	98	95	16.6	+2	110.9@18.6	C
14	Sewer Service, Lot 1, @ FSG	97	95	17.0	+2	110.9@18.6	C

DISTRIBUTION: I-Client	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>RL</i>
	** Fails Moisture Spec. NC = NonCohesive	
	S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
	M Modified Proctor PR = Pit Run	


NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
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Client: Development Construction Services	Report No: 6
Project: Rocky Heights	Date of Test: 4-30-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90860-GJ

TEST TYPE: Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County:	State:
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Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
15	Sewer Service, Lot 2, @ 12' BSG	95	95	17.9	+2	110.9@18.6	C
16	Sewer Service, Lot 2, @ 10' BSG	97	95	16.6	+2	110.9@18.6	C
17	Sewer Service, Lot 2, @ 8' BSG	98	95	16.7	+2	110.9@18.6	C
18	Sewer Service, Lot 2, @ 6' BSG	97	95	17.3	+2	110.9@18.6	C
19	Sewer Service, Lot 2, @ 4' BSG	97	95	17.0	+2	110.9@18.6	C
20	Sewer Service, Lot 2, @ 2' BSG	98	95	16.6	+2	110.9@18.6	C
21	Sewer Service, Lot 2, @ FSG	97	95	16.6	+2	110.9@18.6	C
22	Existing MH D-2, @ 12' BSG	97	95	17.1	+2	110.9@18.6	C
23	Existing MH D-2, @ 10' BSG	96	95	17.6	+2	110.9@18.6	C
24	Existing MH D-2, @ 8' BSG	97	95	17.0	+2	110.9@18.6	C
25	Existing MH D-2, @ 6' BSG	98	95	16.6	+2	110.9@18.6	C
26	Existing MH D-2, @ 4' BSG	96	95	17.4	+2	110.9@18.6	C
27	Existing MH D-2, @ 2' BSG	97	95	17.0	+2	110.9@18.6	C

DISTRIBUTION: page 1 of 3	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>RL</i>
1-Client		FILL DENSITY TEST DAILY REPORT


NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
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Client: Development Construction Services				Report No: 6				
Project: Rocky Heights				Date of Test: 4-30-04				
Location:				Test By: RL				
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ				
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County:	State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
28	Existing MH D-2, @ FSG	97	95	17.4	+2	110.9@18.6	C
29	Sewer Main, between Existing MH D-2 & MH D-3, @ 12' BSG	96	95	17.1	+2	110.9@18.6	C
30	Sewer Main, between Existing MH D-2 & MH D-3, @ 10' BSG	96	95	17.5	+2	110.9@18.6	C
31	Sewer Main, between Existing MH D-2 & MH D-3, @ 8' BSG	96	95	17.3	+2	110.9@18.6	C
32	Sewer Main, between Existing MH D-2 & MH D-3, @ 6' BSG	96	95	17.1	+2	110.9@18.6	C
33	Sewer Main, between Existing MH D-2 & MH D-3, @ 4' BSG	96	95	17.0	+2	110.9@18.6	C
34	Sewer Main, between Existing MH D-2 & MH D-3, @ 2' BSG	96	95	16.9	+2	110.9@18.6	C
35	Sewer Main, between Existing MH D-2 & MH D-3, @ FSG	96	95	17.1	+2	110.9@18.6	C
36	Sewer MH D-3, @ 12' BSG	97	95	17.0	+2	110.9@18.6	C
37	Sewer MH D-3, @ 10' BSG	96	95	16.9	+2	110.9@18.6	C
38	Sewer MH D-3, @ 8' BSG	97	95	16.7	+2	110.9@18.6	C
39	Sewer MH D-3, @ 6' BSG	97	95	16.9	+2	110.9@18.6	C
40	Sewer MH D-3, @ 4' BSG	99	95	16.7	+2	110.9@18.6	C


DISTRIBUTION: page 2 of 3 1-Client	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>RL</i> <b>FILL DENSITY TEST DAILY REPORT</b>
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.  <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists

Client: Development Construction Services						Report No: 6	
Project: Rocky Heights						Date of Test: 4-30-04	
Location:						Test By: RL	
Rock correction applied to proctor, as needed.						GJLD Job No: 90860-GJ	
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
41	Sewer MH D-3, @ 2' BSG	97	95	17.1	+2	110.9@18.6	C
42	Sewer MH D-3, @ FSG	97	95	16.6	+2	110.9@18.6	C


DISTRIBUTION: I-Client	page 3 of 3	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>RL</i>
			FILL DENSITY TEST DAILY REPORT
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 GRAND JUNCTION LINCOLN DeVORE Geotechnical Engineers-Geologists


Client: Development Construction Services				Report No: 7			
Project: Rocky Heights				Date of Test: 5-3-04			
Location:				Test By: BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
43	Sewer Main Between MH D-3 & MH D-4, @ 2' AP	98	95	20.7	+2	102.0@21.5	C
44	Sewer Main Between MH D-3 & MH D-4, @ 4' AP	95	95	17.2	+2	110.9@18.6	C
45	Sewer Main Between MH D-3 & MH D-4, @ 6' AP	99	95	20.1	+2	102.0@21.5	C
46	Sewer Main Between MH D-3 & MH D-4, @ 8' AP	100	95	20.9	+2	102.0@21.5	C
47	Sewer Main Between MH D-3 & MH D-4, @ 10' AP	99	95	20.8	+2	102.0@21.5	C
48	Sewer Service, Lot 3, @ 2' AP	98	95	21.8	+2	102.0@21.5	C
49	Sewer Service, Lot 3, @ 4' AP	98	95	18.4	+2	110.9@18.6	C
50	Sewer Service, Lot 3, @ 6' AP	96	95	18.4	+2	110.9@18.6	C
51	Sewer Service, Lot 3, @ 8' AP	97	95	20.3	+2	110.9@18.6	C
52	Sewer Service, Lot 3, @ 10' AP	96	95	18.5	+2	110.9@18.6	C
53	Sewer Service, Lot 4, @ 2' AP	95	95	17.9	+2	110.9@18.6	C
54	Sewer Service, Lot 4, @ 4' AP	97	95	17.3	+2	110.9@18.6	C
55	Sewer Service, Lot 4, @ 6' AP	99	95	18.2	+2	110.9@18.6	C

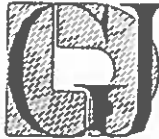
DISTRIBUTION:	page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY:  FILL DENSITY TEST DAILY REPORT
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.		Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.


**GRAND JUNCTION LINCOLN DeVORE**  
 Geotechnical Engineers-Geologists

Client: Development Construction Services				Report No: 7			
Project: Rocky Heights				Date of Test: 5-3-04			
Location:				Test By: BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
56	Sewer Service, Lot 4, @ 8' AP	97	95	20.2	+2	102.0@21.5	C
57	Sewer Service, Lot 4, @ 10' AP	100	95	21.3	+2	102.0@21.5	C
58	Sewer Service, Lot 5, @ 2' AP	98	95	22.0	+2	102.0@21.5	C
59	Sewer Service, Lot 5, @ 4' AP	95	95	17.1	+2	110.9@18.6	C
60	Sewer Service, Lot 5, @ 6' AP	95	95	17.6	+2	110.9@18.6	C
61	Sewer Service, Lot 5, @ 8' AP	97	95	20.5	+2	110.9@18.6	C
62	Sewer Service, Lot 5, @ 10' AP	96	95	18.5	+2	110.9@18.6	C
63	Man Hole D-4, @ 2' AP	98	95	21.0	+2	102.0@21.5	C
64	Man Hole D-4, @ 4' AP	100	95	21.6	+2	102.0@21.5	C
65	Man Hole D-4, @ 6' AP	99	95	21.0	+2	102.0@21.5	C
66	Man Hole D-4, @ 8' AP	98	95	22.3	+2	102.0@21.5	C
67	Man Hole D-4, @ 10' AP	97	95	21.1	+2	102.0@21.5	C

DISTRIBUTION:	page 2 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>[Signature]</i> FILL DENSITY TEST DAILY REPORT
1-Client		** Fails Moisture Spec. NC = NonCohesive	
		S Standard Proctor ABC = Aggregate Base	
		M Modified Proctor PR = Pit Run	


NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
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Client: Development Construction Services	Report No: 8
Project: Rocky Heights	Date of Test: 5-4-04
Location:	Test By: BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90860-GJ

TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County:	State:
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Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
68	Sewer Service, Lot 3, @ FSG	96	95	17.5	+2	110.9@18.6	C
69	Sewer Service, Lot 4, @ FSG	98	95	20.3	+2	110.9@18.6	C
70	Sewer Service, Lot 5, @ FSG	96	95	18.0	+2	110.9@18.6	C
71	Man Hole, D-4, @ 12' AP	96	95	17.7	+2	110.9@18.6	C
72	Man Hole, D-4, @ FG	96	95	18.3	+2	110.9@18.6	C

DISTRIBUTION: 1-Client	KEY: * Fails Compaction Spec.    C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. BY: <i>[Signature]</i>
	** Fails Moisture Spec.    NC = NonCohesive	
	S Standard Proctor    ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
	M Modified Proctor    PR = Pit Run	

NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
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Client: Development Construction Services				Report No: 9			
Project: Rocky Heights				Date of Test: 5-13-04			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:


Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
73	Water Service, Lots 1 & 2, @ 2' SF	98	95	20.2	+2	102.0@21.5	C
74	Water Main, 3+00, Riggs Way, @ 2' SF	95	95	17.5	+2	110.9@18.6	C
75	Water Main, 3+00, Riggs Way, @ FG	97	95	19.6	+2	102.0@21.5	C
76	Fire Hydrant, sta 3+75, Riggs Way, @ 2' SF	99	95	19.6	+2	102.0@21.5	C
77	Water Service, Lot 3, @ 2' SF	98	95	17.4	+2	110.9@18.6	C
78	Water Service, Lot 4 & 5, @ 2' SF	99	95	19.8	+2	102.0@21.5	C


  



DISTRIBUTION: 1-Client	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY:  FILL DENSITY TEST DAILY REPORT
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.  GRAND JUNCTION LINCOLN DeVORE Geotechnical Engineers-Geologists

Client: Development Construction Services				Report No: 10			
Project: Rocky Heights				Date of Test: 5-14-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
79	Water Service, Lots 1 & 2, @ FSG	100	95	20.5	+2	102.0@21.5	C
80	Water Service, Lot 3, @ FSG	100	95	20.2	+2	102.0@21.5	C
81	Water Service, Lots 4 & 5, @ FSG	99	95	20.1	+2	102.0@21.5	C
82	Water Valve to Fire Hydrant, sta 3+50, @ FSG	99	95	20.3	+2	102.0@21.5	C
83	Fire Hydrant, Riggs Way, sta 3+50, @ FSG	99	95	20.8	+2	102.0@21.5	C


DISTRIBUTION: 1-Client	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. BY: 
	** Fails Moisture Spec. NC = NonCohesive	
	S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
	M Modified Proctor PR = Pit Run	


NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 GRAND JUNCTION LINCOLN DeVORE	Geotechnical Engineers-Geologists
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Client: Development Construction Services				Report No: 11				
Project: Rocky Heights				Date of Test: 5-19-04				
Location:				Test By: BK				
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ				
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County:	State:
Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE	
84	Storm Sewer Crossing, Riggs Way, sta 2+00, @ FSG	96	95	22.4	+2	102.0@21.5	C	
85	Storm Sewer Crossing, Riggs Way, sta 2+75, @ FSG	100	95	19.7	+2	102.0@21.5	C	
86	Storm Sewer Crossing, Riggs Way, sta 3+75, @ FSG	99	95	22.3	+2	102.0@21.5	C	
DISTRIBUTION:		KEY: * Fails Compaction Spec. C = Cohesive			GRAND JUNCTION LINCOLN DeVORE, INC.			
1-Client		** Fails Moisture Spec. NC = NonCohesive			BY: 			
		S Standard Proctor ABC = Aggregate Base			FILL DENSITY TEST DAILY REPORT			
		M Modified Proctor PR = Pit Run						
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.		Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718		Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.		 GRAND JUNCTION LINCOLN DeVORE		Geotechnical Engineers-Geologists

Client: Development Construction Services				Report No: 12			
Project: Rocky Heights				Date of Test: 5-27-04			
Location:				Test By: BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90860-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
87	Sewer Main between MH D-3 & D-4, @ FSG	99	95	13.5	+2	114.8@14.4	C

DISTRIBUTION: 1-Client	KEY: * Fails Compaction Spec.    C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. BY: 
	** Fails Moisture Spec.    NC = NonCohesive	
	S Standard Proctor    ABC = Aggregate Base	
	M Modified Proctor    PR = Pit Run	

NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may require correction of Unit Weight And Water Content, ASTM D-4718. If soils contain oversize particles in excess of the limits of ASTM D-4718	Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
--	---	--	---

Sample Origin Rocky Heights Subdivision

Material Description Sandy lean clay

Soil Type CL-ML

Test By GS

Test Date 3-16-04

Sample # 1

TEST RESULTS

MAXIMUM DENSITY: 114.8 pcf  
OPTIMUM MOISTURE: 14.4%

ROCK CORRECTION:  
MAXIMUM DENSITY:  
OPTIMUM MOISTURE:

TEST METHOD: ASTM D-698 A  
PREP. METHOD: MOIST  
HAMMER: MANUAL  
FRACTION USED: #4  
MOLD SIZE: 4" diameter

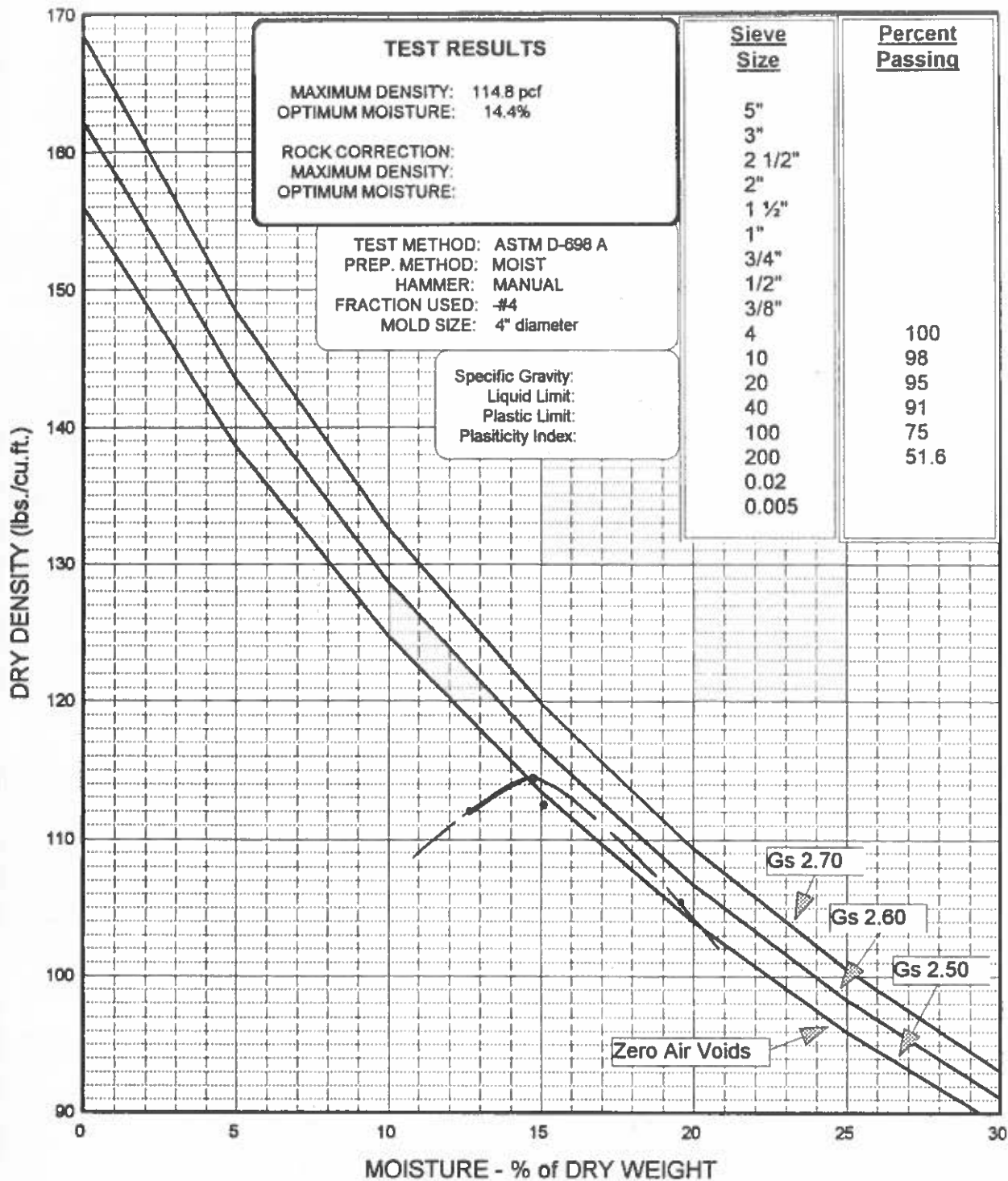
Specific Gravity:  
Liquid Limit:  
Plastic Limit:  
Plasticity Index:

Sieve Size

- 5"
- 3"
- 2 1/2"
- 2"
- 1 1/2"
- 1"
- 3/4"
- 1/2"
- 3/8"
- 4
- 10
- 20
- 40
- 100
- 200
- 0.02
- 0.005

Percent Passing

- 100
- 98
- 95
- 91
- 75
- 51.6



GRAND JUNCTION  
LINCOLN - DeVORE, Inc.

Geotechnical Consultants  
Grand Junction, Colorado

Rocky Heights Subdivision

Grand Junction, CO

Development Construction Services

Grand Junction, CO

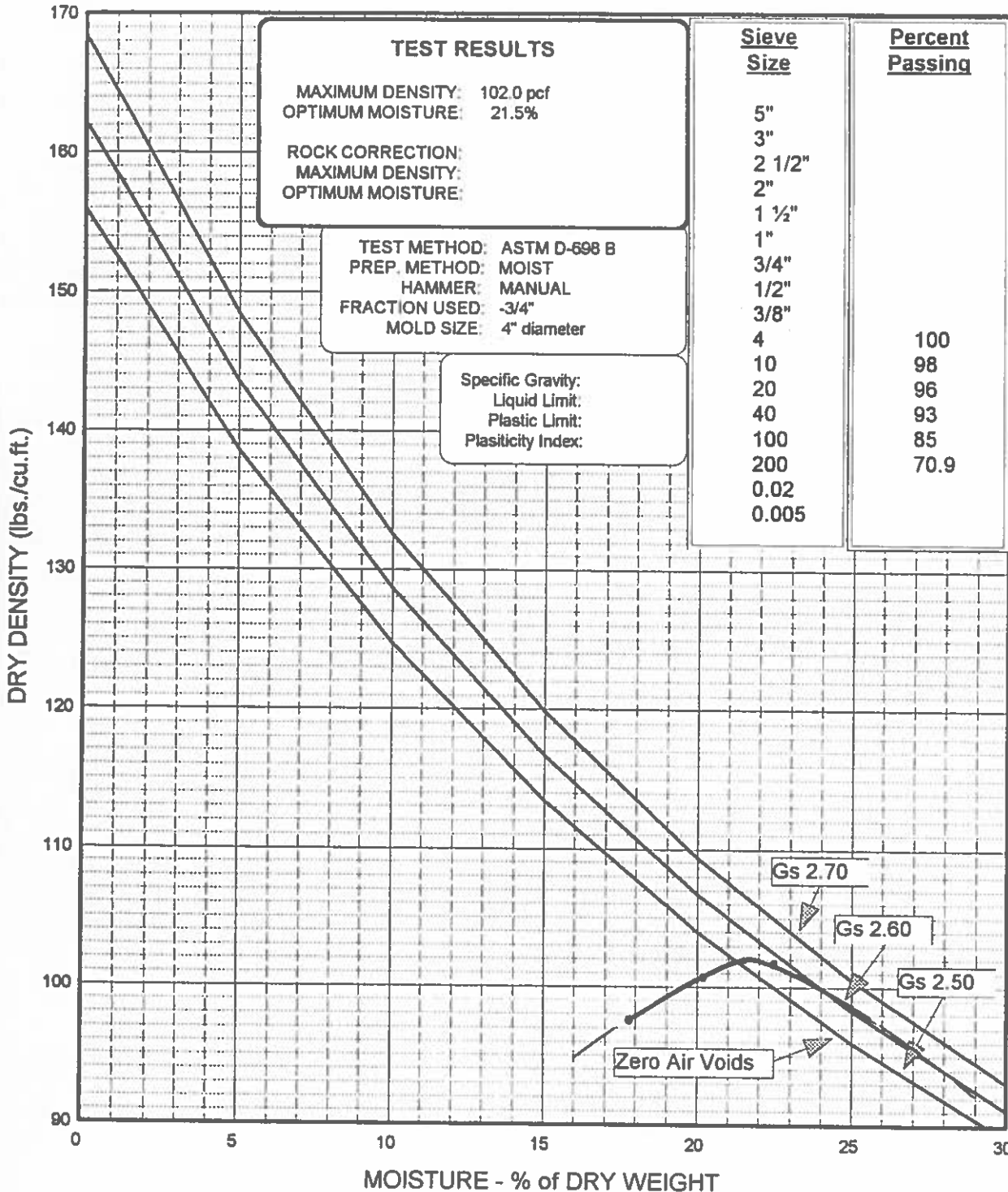
Job No.  
90860-GJ

Drawn  
BW

Date  
3-24-04

Sample Origin Rocky Heights Subdivision  
 Material Description Fat Clay  
 Soil Type CH

Test By RL  
 Test Date 4-30-04  
 Sample # 2



**GRAND JUNCTION  
 LINCOLN - DeVORE, Inc.**

Geotechnical Consultants  
 Grand Junction, Colorado

**Rocky Heights Subdivision**

**Grand Junction, CO**

**Development Construction Services**

**Grand Junction, CO**

Job No.  
 90860-GJ

Drawn  
 BW

Date  
 5-4-04



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor St.  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

March 26, 2004

Development Construction Services  
619 Main St.  
Grand Junction, CO 81501

Re: Road Subgrade Preparation  
Rocky Heights Subdivision, Grand Junction, CO

Edward M. Morris, P.E., of Grand Junction Lincoln DeVore observed two shallow exploration pits excavated by personnel of Dirt Meister on 3-2-04. The purpose of these shallow exploration pits was to determine general ground water conditions and subgrade soils conditions beneath the proposed structural fill which is to be placed as part of the road construction.

Based on the results of our observations, the subgrade soils on this site need to be stripped of organics and moisture conditioned as appropriate to a minimum depth of 12 inches and recompact as subgrade prep, as described in our report of Subsurface Soils Exploration for this site. The top of this subgrade preparation should achieve a minimum compaction of 90% of the soils maximum modified proctor dry density, ASTM D-1557. The moisture content of this material should be within +/- 2% of the optimum moisture as determined by ASTM D-1557. These subgrade soils should not be allowed to dry out prior to the installation of structural fill which is to be placed as part of the road prism construction.

It is believed that all pertinent points have been addressed. If any further questions arise regarding this project or if we can be of any further assistance, please do not hesitate to contact this office at any time.

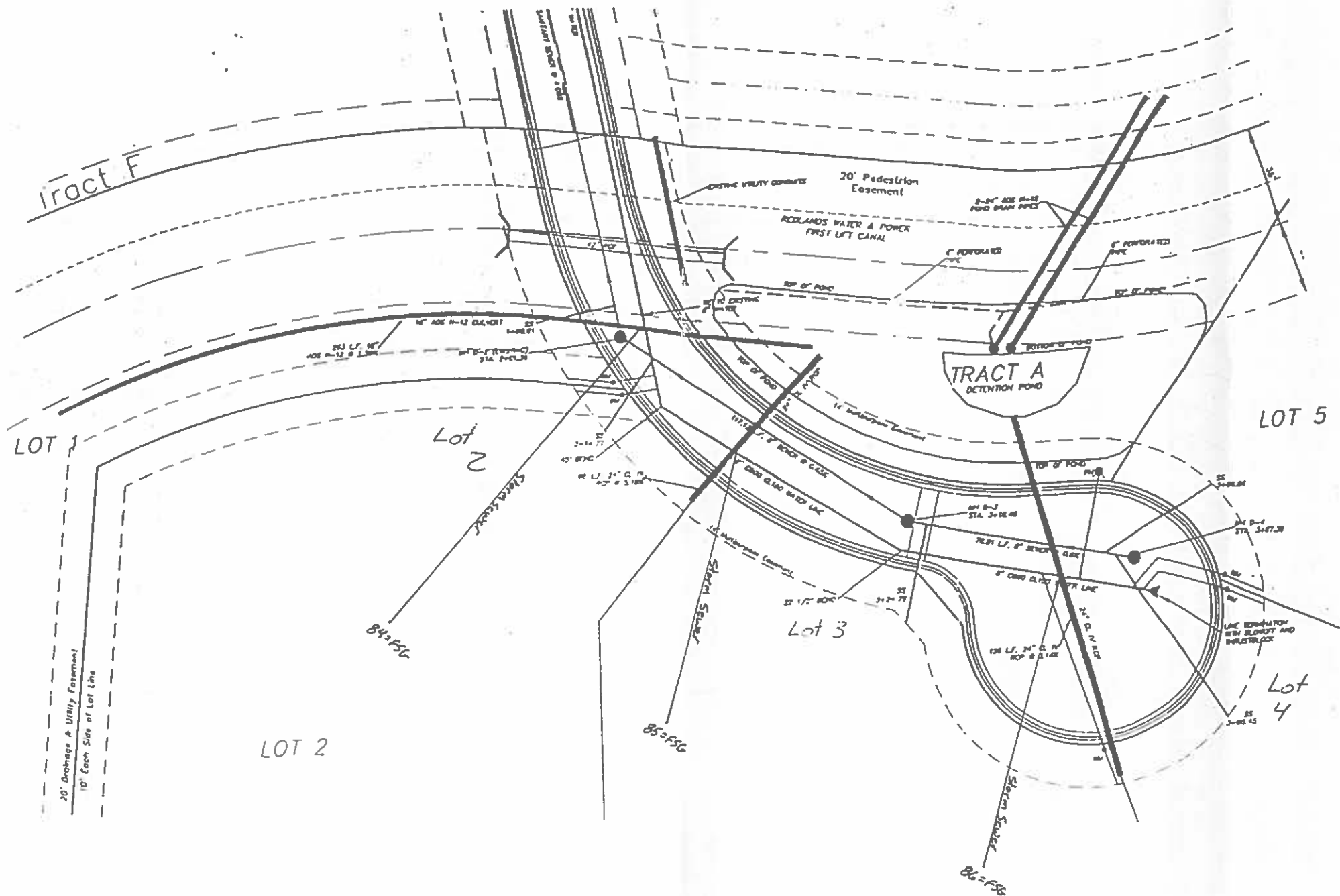
Respectfully Submitted,

GRAND JUNCTION  
LINCOLN DeVORE, Inc.

  
by: Edward M. Morris PE  
Principal Engineer

GJLD Job No.: 90860-GJ

CF: Dirt Meister, Brian Harris



**LEGEND**


AG - AT GRADE	AC - ASPHALTIC CONCRETE
FG - FINAL GRADE	ABC - AGGREGATE BASE
BG - BELOW GRADE	BCG - BASE COARSE GRADE
BSG - BELOW SUBGRADE	FSG - FINAL SUBGRADE
SG - SUBGRADE	SG - SUBGRADE
PI - PROPERTY LNI	MH# - MANHOLE #

# - REFERS TO DENSITY REPORT NUMBER

ONLY PASSING TESTS HAVE BEEN PLOTTED AND REFERENCED

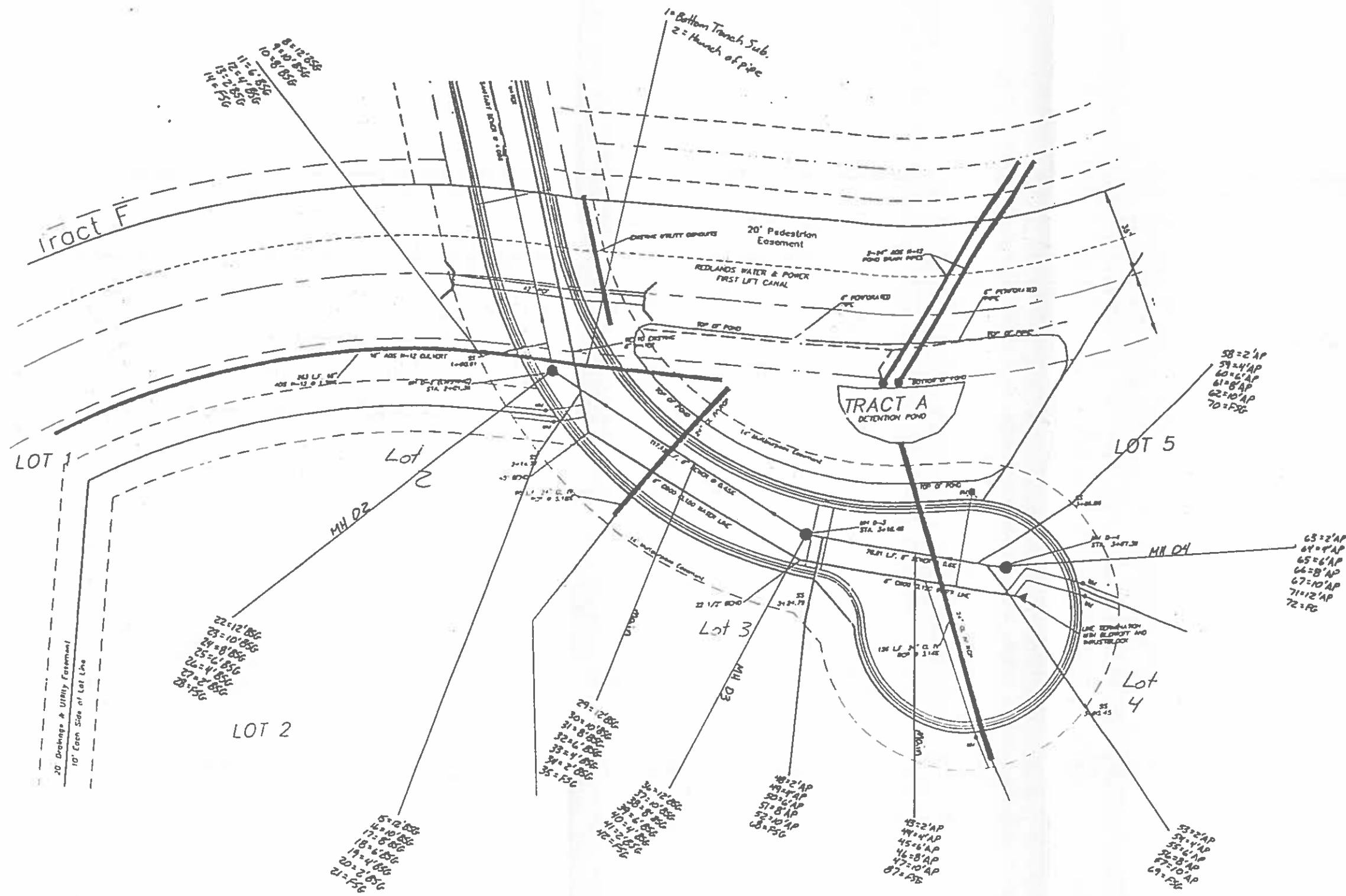
UTILITY DENSITY TESTING

Rocky Heights Subdivision

 <p>GRAND JUNCTION LINCOLN DeVORE</p>	<p>1441 MOTOR STREET GRAND JCT., COLORADO 970-242-8888 (fax 970-242-1661)</p> <p>90860</p> <p>DATE: 5-27-04</p>
--	---

DRAWN BY: DC





**LEGEND**

AG - AT GRADE	AC - ASPHALTIC CONCRETE
FG - FINAL GRADE	ABC - AGGREGATE BASE
BG - BELOW GRADE	BCG - BASE COARSE GRADE
BSG - BELOW SUBGRADE	FSG - FINAL SUBGRADE
SG - SUBGRADE	SG - SUBGRADE
PL - PROPERTY LINE	MH# - MANHOLE

REFERS TO DENSITY REPORT NUMBER  
 ONLY PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

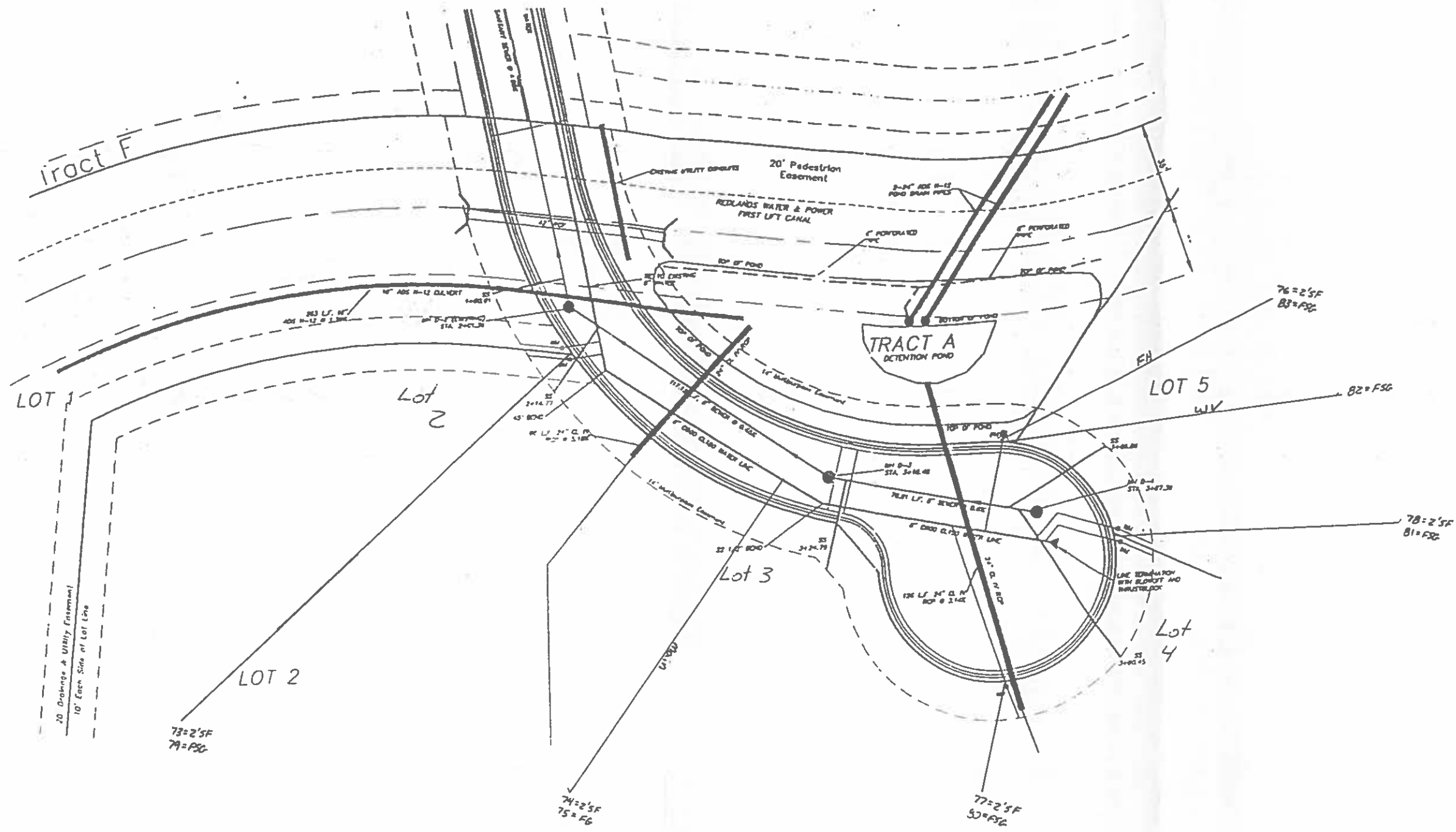
**SEWER UTILITY DENSITY TESTING**

Rocky Heights Subdiv



1441 MOTOR STREET  
 GRAND JCT., COLORADO  
 970-242-8988 (fax 970-242-1561)

DRAWN BY: DC  
 SCALE: VARIOUS  
 SHEET: 2 of 4  
 DATE: 5-27-04



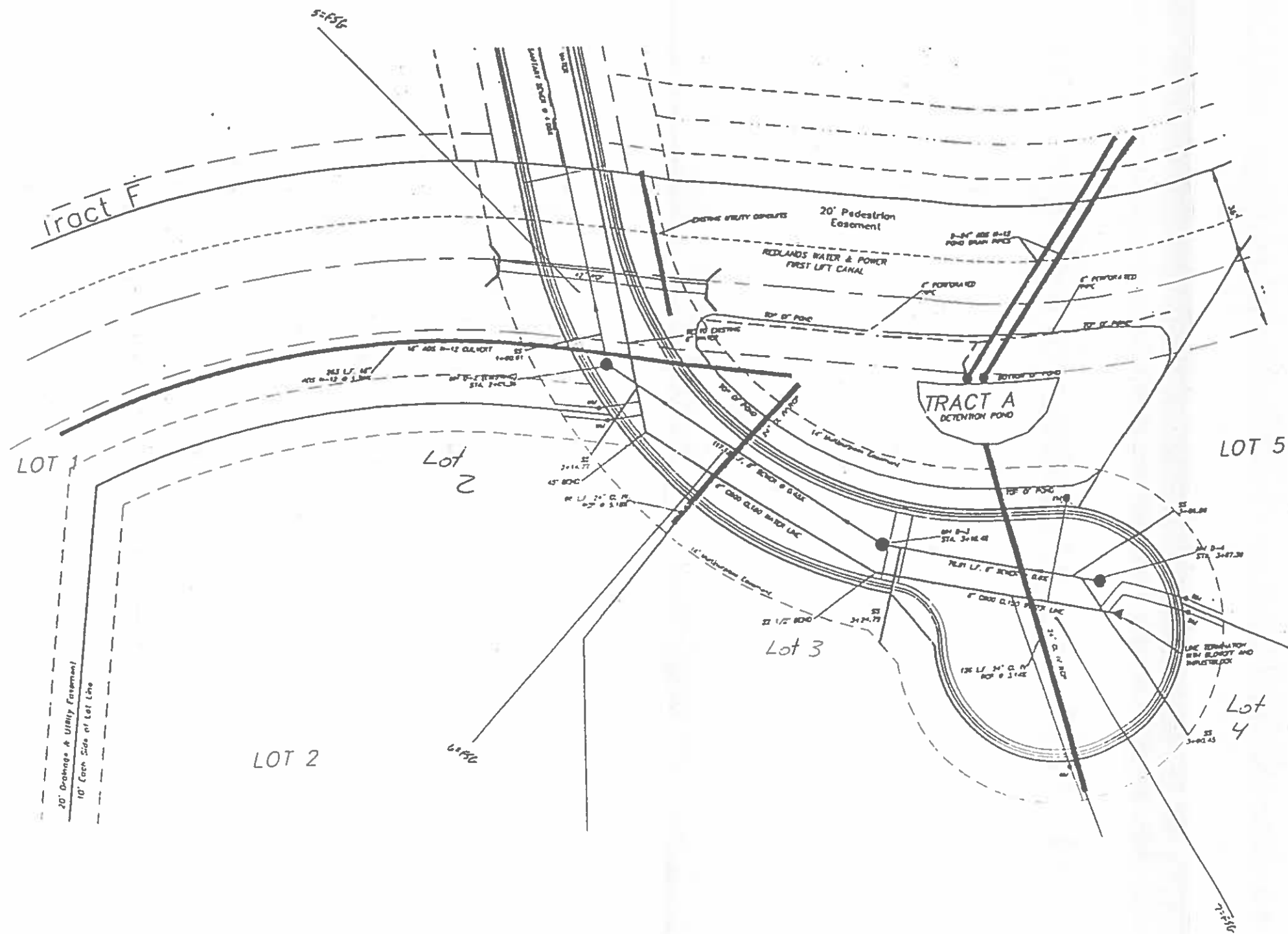
**LEGEND**

AG - AT GRADE	AC - ASPHALTIC CONCRETE
FG - FINAL GRADE	ABC - AGGREGATE BASE
BG - BELOW GRADE	BCG - BASE COARSE GRADE
BSG - BELOW SUBGRADE	FSG - FINAL SUBGRADE
SG - SUBGRADE	SG - SUBGRADE
PL - PROPERTY LINE	MH - MANHOLE

/ - REFERS TO DENSITY REPORT NUMBER  
 ONLY PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

**WATER UTILITY DENSITY TESTING**  
 Rocky Heights Subdiv.

	1441 MOTOR STREET GRAND JCT., COLORADO 970-242-8988 (fax 970-242-1561)
	90860 SHEET 3 of 4 DATE 5-27-04
DRAWN BY: DC CHECKED BY:	SCALE: VARIES DATE: 5-27-04



LEGEND	
AG - AT GRADE	AC - ASPHALTIC CONCRETE
FG - FINAL GRADE	ABC - AGGREGATE BASE
BG - BELOW GRADE	BCG - BASE COURSE GRADE
BSG - BELOW SUBGRADE	FSG - FINAL SUBGRADE
SG - SUBGRADE	SG - SUBGRADE
PL - PROPERTY LINE	MH# - MANHOLE #
# - REFERS TO DENSITY TEST NUMBER	
ONLY PASSING TESTS HAVE BEEN PLOTTED AND REFERENCED	

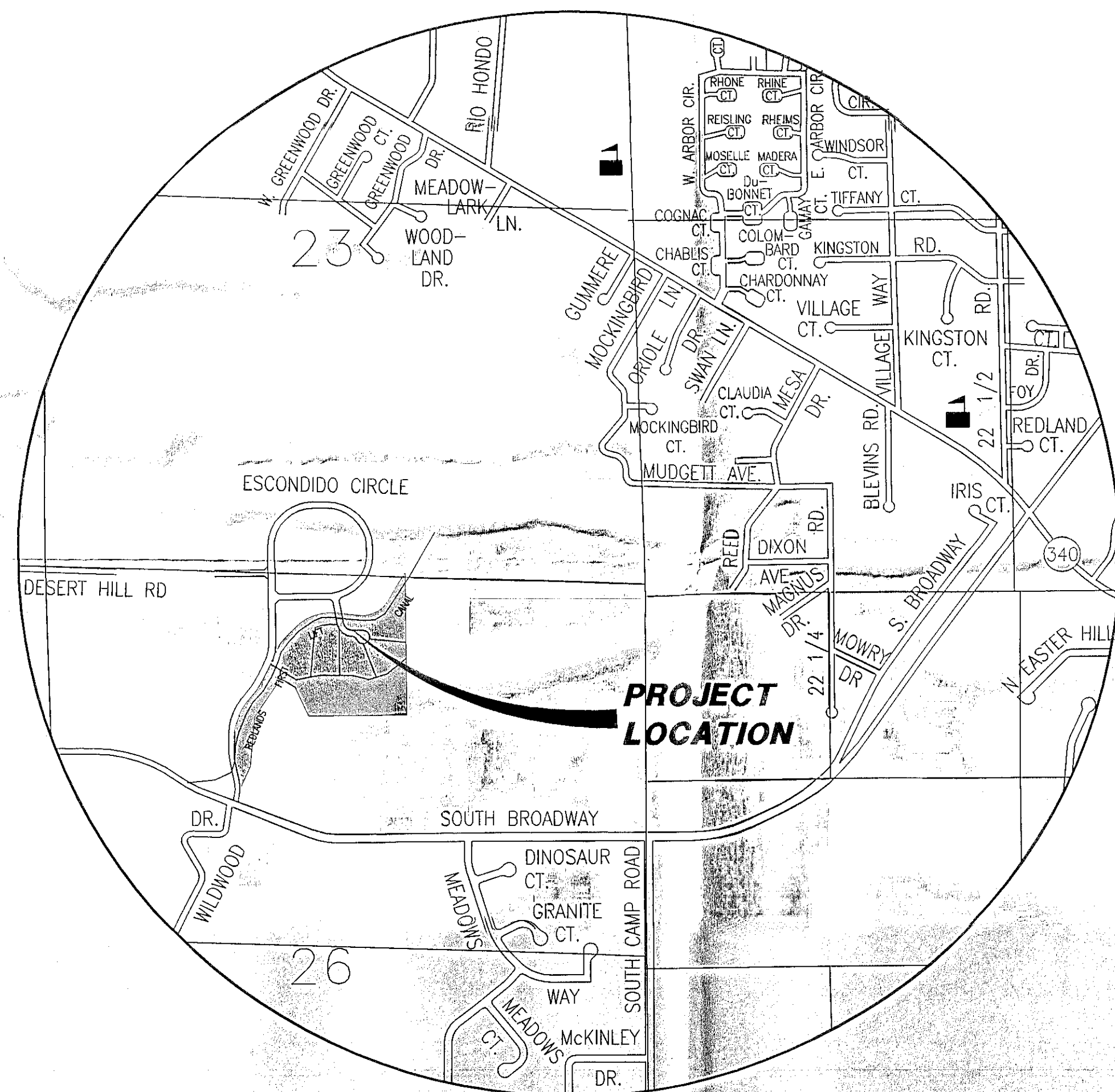
Project: ROAD DENSITY TESTING	
Mapping From: Rocky Heights Subdivision	
	1441 MOTOR STREET
	GRAND JCT., COLORADO
870-242-8988 (fax 970-242-1681)	
JOB # 90860	SHEET 4 of 4
DATE 5-27-04	
SCALE VARIES	
DATE 5-27-04	
SCALE VARIES	
DATE 5-27-04	
SCALE VARIES	
DATE 5-27-04	

# RECORD DRAWINGS

## FOR

# ROCKY HEIGHTS SUBDIVISION

### AUGUST 2004



**VICINITY MAP**  
NTS

**PREPARED FOR:**

ROCKY HEIGHTS DEVELOPMENT, L.L.C.  
222 EASTER HILL DRIVE  
GRAND JUNCTION, CO 81503-1175

### SHEET INDEX

SHEET	PAGE
COVER SHEET-----	1
UTILITY COMPOSITE-----	2
SEWER AND WATER PLAN AND PROFILE-----	3
STREET PLAN AND PROFILE-----	4
GRADING & DRAINAGE-----	5

### UTILITY LIST

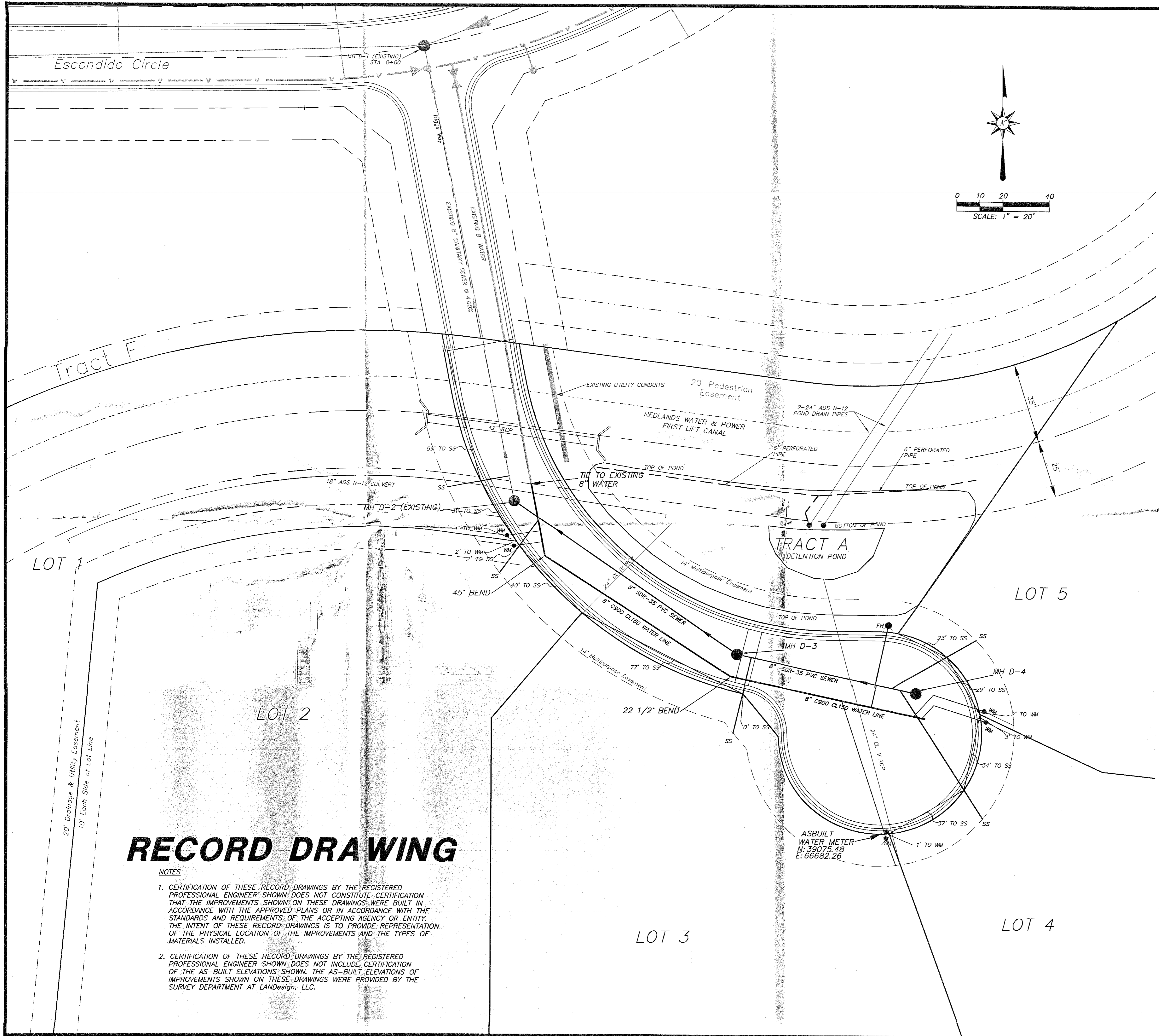
UTILITY	ADDRESS
DOMESTIC WATER-----	UTE WATER CONSERVANCY DISTRICT 560 25 ROAD GRAND JUNCTION, COLORADO 81505 970-242-7491
GAS & ELECTRIC-----	XCEL ENERGY PUBLIC SERVICE COMPANY 2538 BLICHMANN AVENUE GRAND JUNCTION, COLORADO 81505 970-245-2520
SANITARY SEWER-----	CITY OF GRAND JUNCTION PUBLIC WORKS DEPT. 250 NORTH 5TH STREET GRAND JUNCTION, COLORADO 81501 970-244-1590
TELEPHONE-----	QWEST 2524 BLICHMANN AVENUE GRAND JUNCTION, COLORADO 81505 970-244-4721
CABLE TELEVISION-----	AT&T BROADBAND 2502 FORESIGHT CIRCLE GRAND JUNCTION, COLORADO 81505 970-245-8750

**PREPARED BY:**

## LANDesign

ENGINEERS \* SURVEYORS \* PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4099

Grand Junction Lincoln - DeVore, Inc.  
1441 Motor Street  
GRAND JUNCTION, COLORADO 81501 970-242-8968



# RECORD DRAWING

**NOTES**

1. CERTIFICATION OF THESE RECORD DRAWINGS BY THE REGISTERED PROFESSIONAL ENGINEER SHOWN DOES NOT CONSTITUTE CERTIFICATION THAT THE IMPROVEMENTS SHOWN ON THESE DRAWINGS WERE BUILT IN ACCORDANCE WITH THE APPROVED PLANS OR IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE ACCEPTING AGENCY OR ENTITY. THE INTENT OF THESE RECORD DRAWINGS IS TO PROVIDE REPRESENTATION OF THE PHYSICAL LOCATION OF THE IMPROVEMENTS AND THE TYPES OF MATERIALS INSTALLED.
2. CERTIFICATION OF THESE RECORD DRAWINGS BY THE REGISTERED PROFESSIONAL ENGINEER SHOWN DOES NOT INCLUDE CERTIFICATION OF THE AS-BUILT ELEVATIONS SHOWN. THE AS-BUILT ELEVATIONS OF IMPROVEMENTS SHOWN ON THESE DRAWINGS WERE PROVIDED BY THE SURVEY DEPARTMENT AT LANDesign, LLC.

BENCHMARK:  
 QLO BRASS CAP 1918  
 NW CORNER  
 NE 1/4 NW 1/4  
 SECTION 28  
 T11S, R101W, 6th P.M.  
 N: 39584.96  
 E: 65638.46  
 ELEV: 4670.10

CITY OF GRAND JUNCTION	
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	Date
ACCEPTED AS CONSTRUCTED	Date

BY:	REVISION:
NO:	
DATE:	

UTILITY COMPOSITE

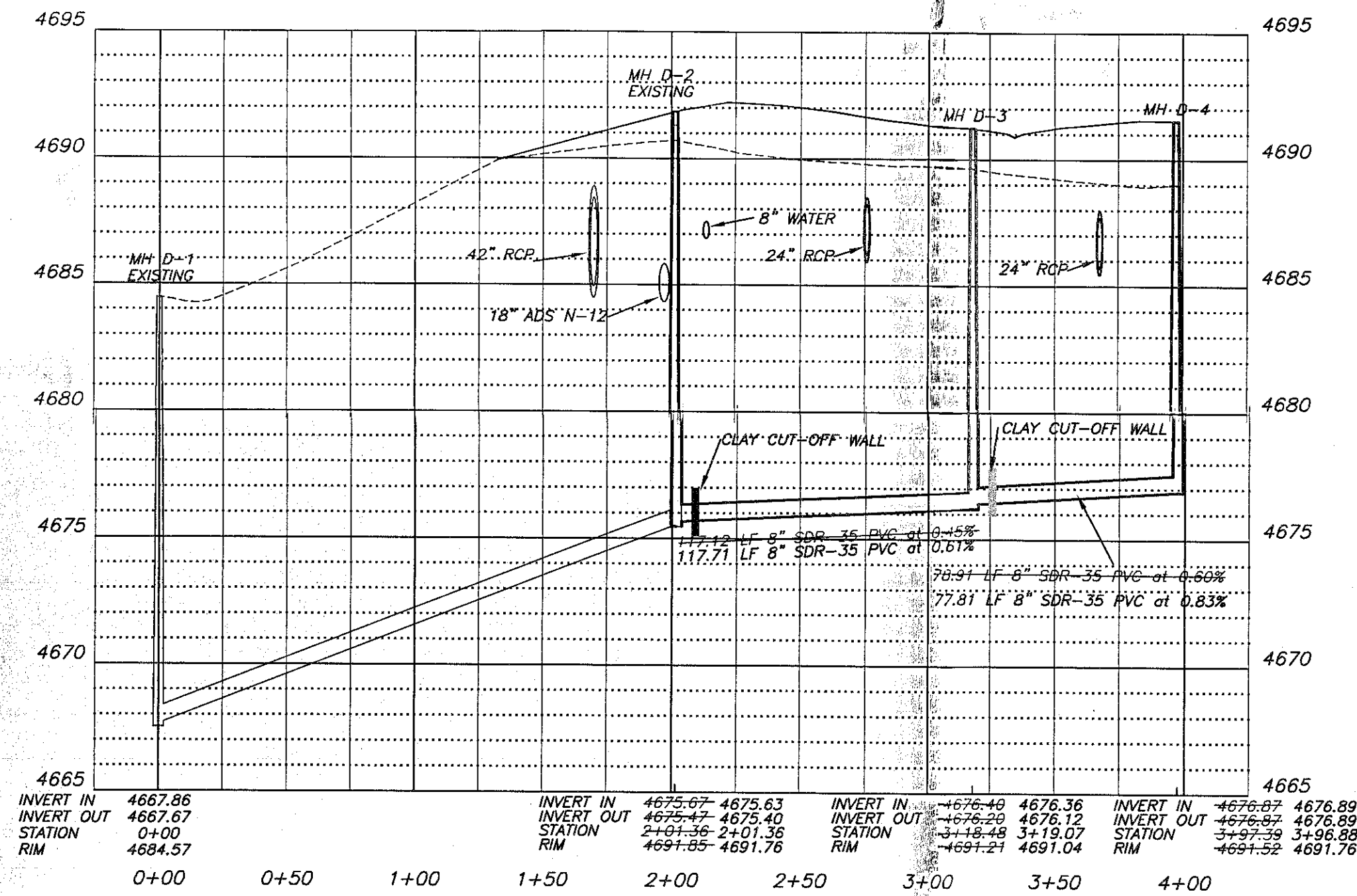
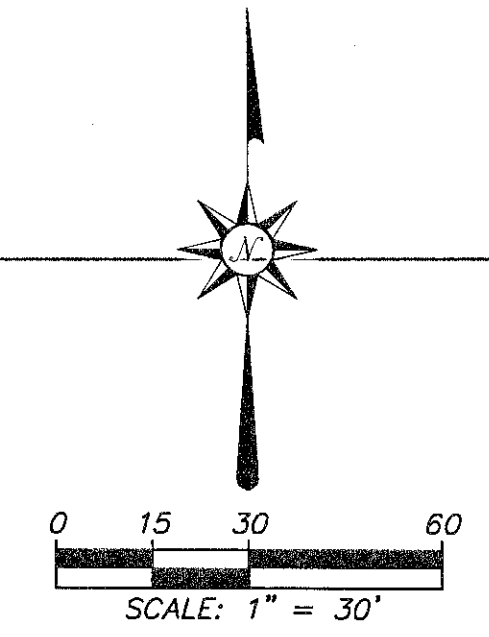
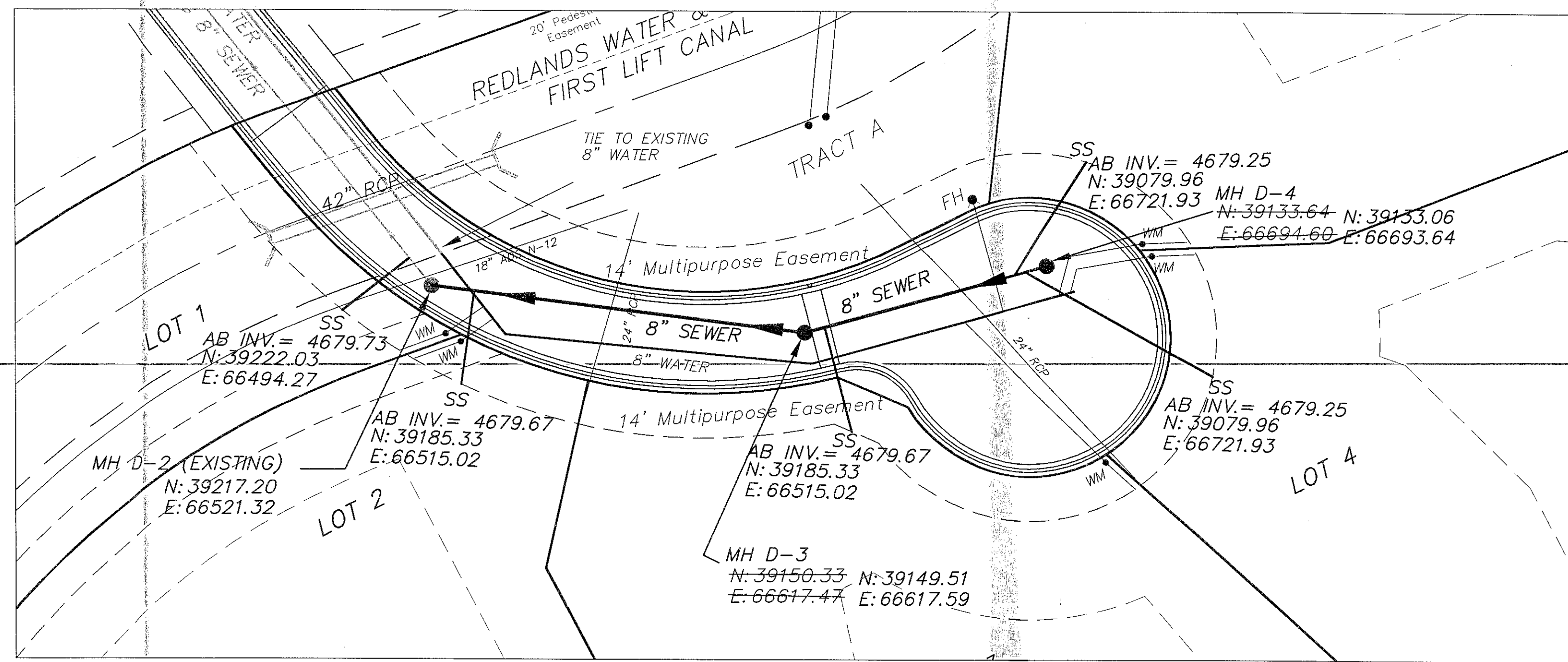
ROCKY HEIGHTS SUBDIVISION  
 RECORD DRAWINGS

**LANDesign**  
 ENGINEERS • SURVEYORS • PLANNERS  
 244 NORTH 7th STREET  
 GRAND JUNCTION, COLORADO 81501 (970) 245-4098



PROJECT NO.: 203126 FILE NAME: 203126-UTILCOMPASB  
 DATE: 07/14/04  
 DRAWN: C.J.G.  
 CHK'D: CHD

03-074



**RIGGS WAY SANITARY SEWER**

HORIZONTAL SCALE: 1" = 50'  
VERTICAL SCALE: 1" = 5'

**RECORD DRAWING**

NOTES

- CERTIFICATION OF THESE RECORD DRAWINGS BY THE REGISTERED PROFESSIONAL ENGINEER SHOWN DOES NOT CONSTITUTE CERTIFICATION THAT THE IMPROVEMENTS SHOWN ON THESE DRAWINGS WERE BUILT IN ACCORDANCE WITH THE APPROVED PLANS OR IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE ACCEPTING AGENCY OR ENTITY. THE INTENT OF THESE RECORD DRAWINGS IS TO PROVIDE REPRESENTATION OF THE PHYSICAL LOCATION OF THE IMPROVEMENTS AND THE TYPES OF MATERIALS INSTALLED.
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BENCHMARK:  
GLO BRASS CAP 1918  
NW CORNER  
NE 1/4, NW 1/4  
SECTION 26  
T11S, R10W, 6th P.M.  
N: 39584.96  
E: 66638.46  
ELEV. 4670.10

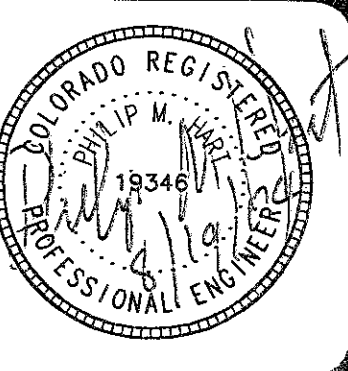
CITY OF GRAND JUNCTION	
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	Date
ACCEPTED AS CONSTRUCTED	Date

BY:	REVISION:
NO:	
DATE:	

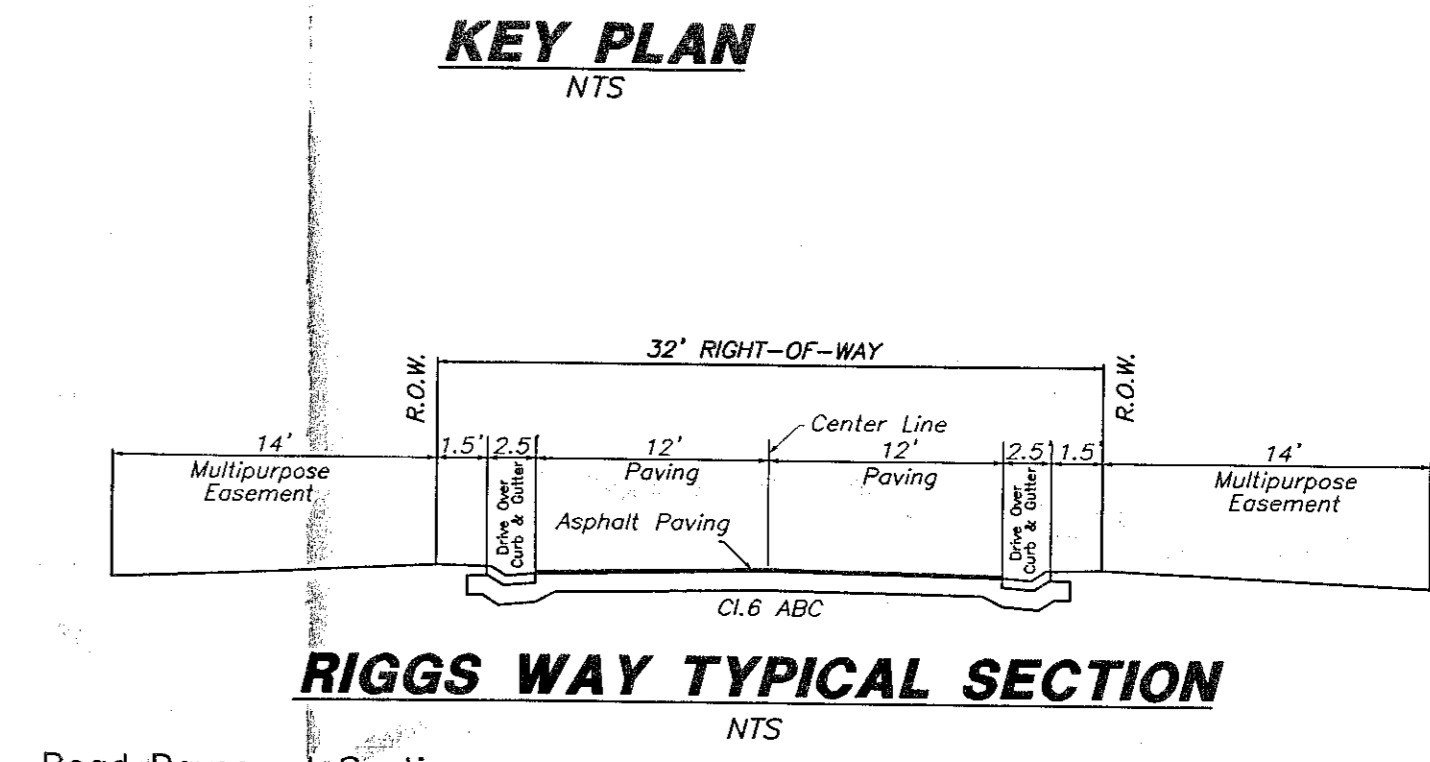
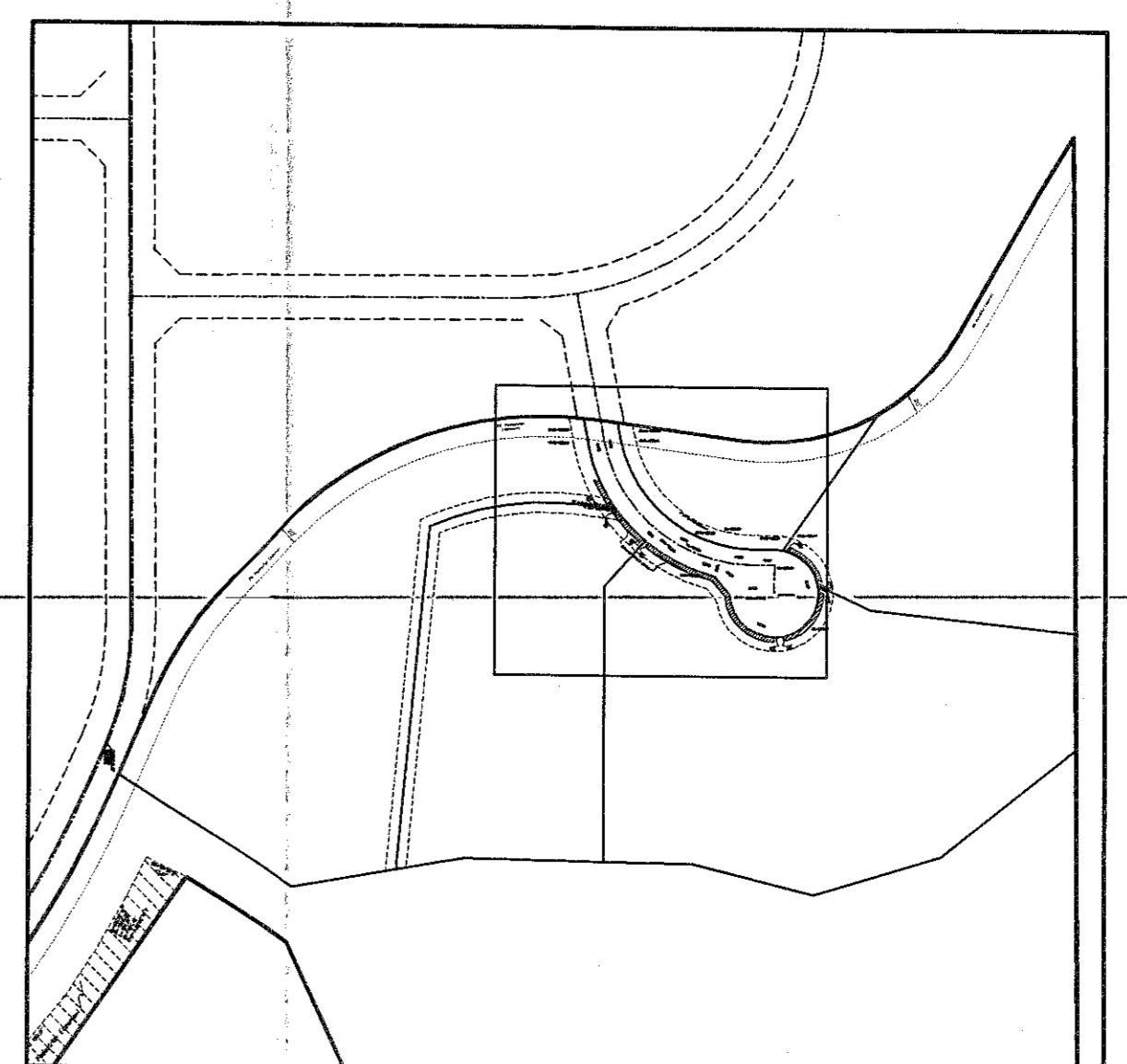
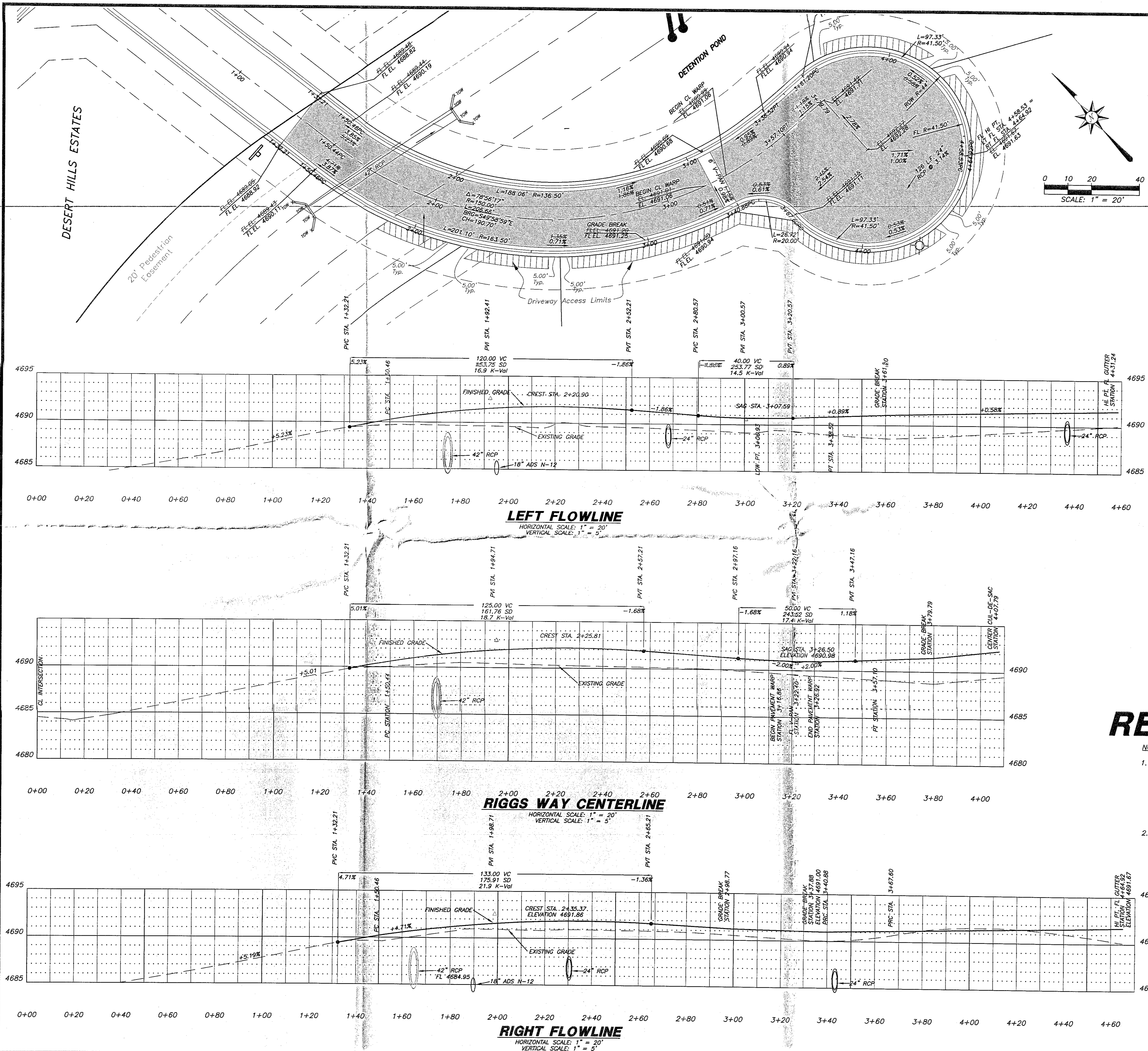
RIGGS WAY  
SANITARY SEWER  
PLAN AND PROFILE

ROCKY HEIGHTS SUBDIVISION  
RECORD DRAWINGS

**LANDesign**  
ENGINEERS • SURVEYORS • PLANNERS  
244 NORTH 7th STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4096



03-074



**Road-Pavement Section:**

Geotechnical Engineer Approved Pavement Sections:

- 3" Asphalt On 9" Aggregate Base Course
- 4" Asphalt On 6" Aggregate Base Course

Pavement Section And Recommendations For Construction Are Provided By Grand Junction Lincoln DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003.

**Notes:**

Certification Of This Drawing By The Registered Professional Engineer Shown Does Not Include Certification Of The Roadway Pavement Section Design.

- Adjust Manhole Rims And Valve Covers To Final Grade.
- Final Street Light Location To Be Determined By Xcel Energy.

# RECORD DRAWING

**NOTES**

- CERTIFICATION OF THESE RECORD DRAWINGS BY THE REGISTERED PROFESSIONAL ENGINEER SHOWN DOES NOT CONSTITUTE CERTIFICATION THAT THE IMPROVEMENTS SHOWN ON THESE DRAWINGS WERE BUILT IN ACCORDANCE WITH THE APPROVED PLANS OR IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE ACCEPTING AGENCY OR ENTITY. THE INTENT OF THESE RECORD DRAWINGS IS TO PROVIDE REPRESENTATION OF THE PHYSICAL LOCATION OF THE IMPROVEMENTS AND THE TYPES OF MATERIALS INSTALLED.
- CERTIFICATION OF THESE RECORD DRAWINGS BY THE REGISTERED PROFESSIONAL ENGINEER SHOWN DOES NOT INCLUDE CERTIFICATION OF THE AS-BUILT ELEVATIONS SHOWN. THE AS-BUILT ELEVATIONS OF IMPROVEMENTS SHOWN ON THESE DRAWINGS WERE PROVIDED BY THE SURVEY DEPARTMENT AT LANDesign, LLC.

BENCHMARK:  
 OLD BRASS CAP 1918  
 NW CORNER  
 NE 1/4 NW 1/4  
 SECTION 26  
 T11S, R101W, 6th P.M.  
 N: 39584.98  
 E: 65638.46  
 ELEV: 4670.10

CITY OF GRAND JUNCTION

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

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

ACCEPTED AS CONSTRUCTED

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

REVISION:

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

BY: \_\_\_\_\_

PROJECT NO.: 203126

FILE NAME: 203126-STREETASB

DATE: 07/14/04

DRWING: C.J.G

CHK'D: CHD

ROCKY HEIGHTS SUBDIVISION  
 RECORD DRAWINGS

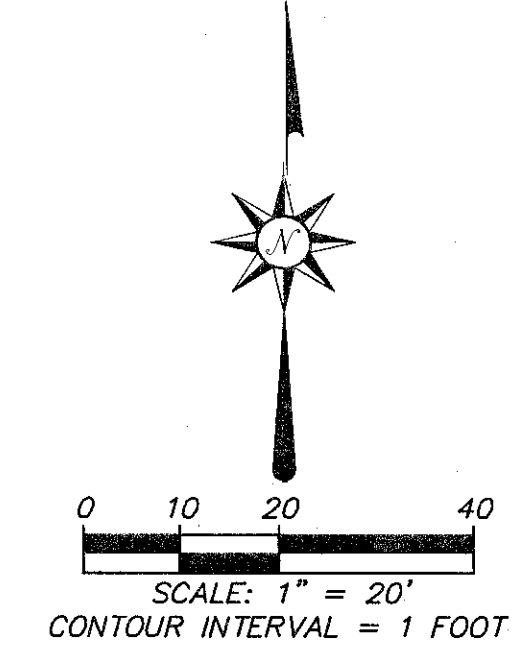
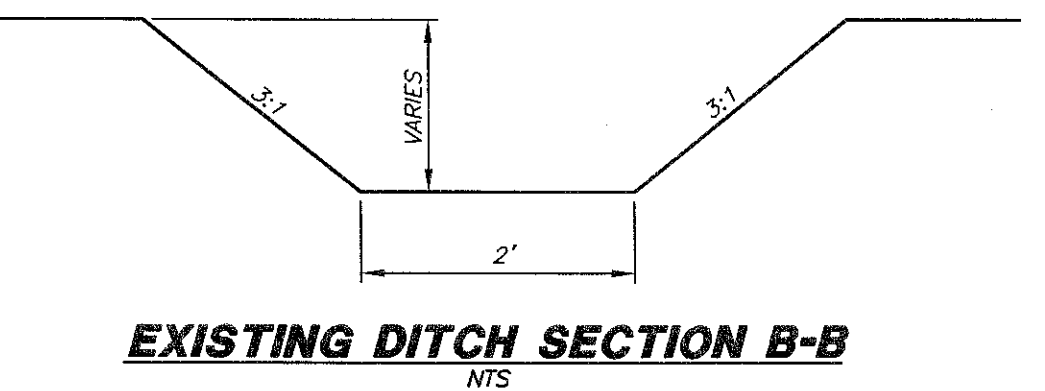
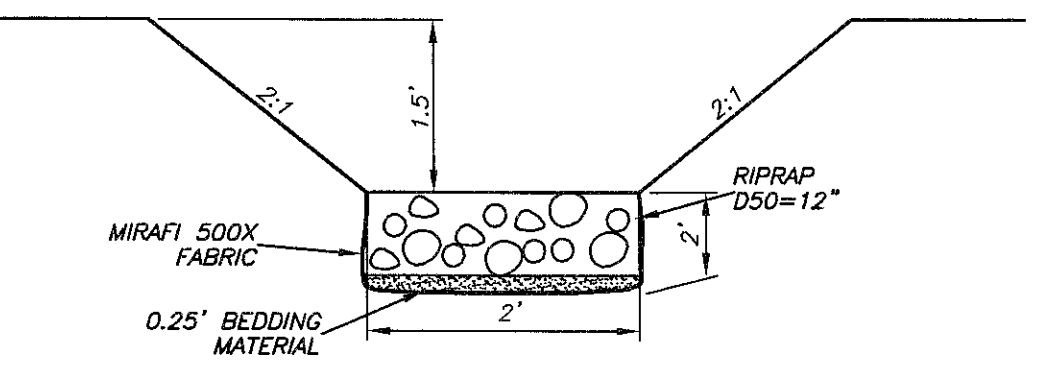
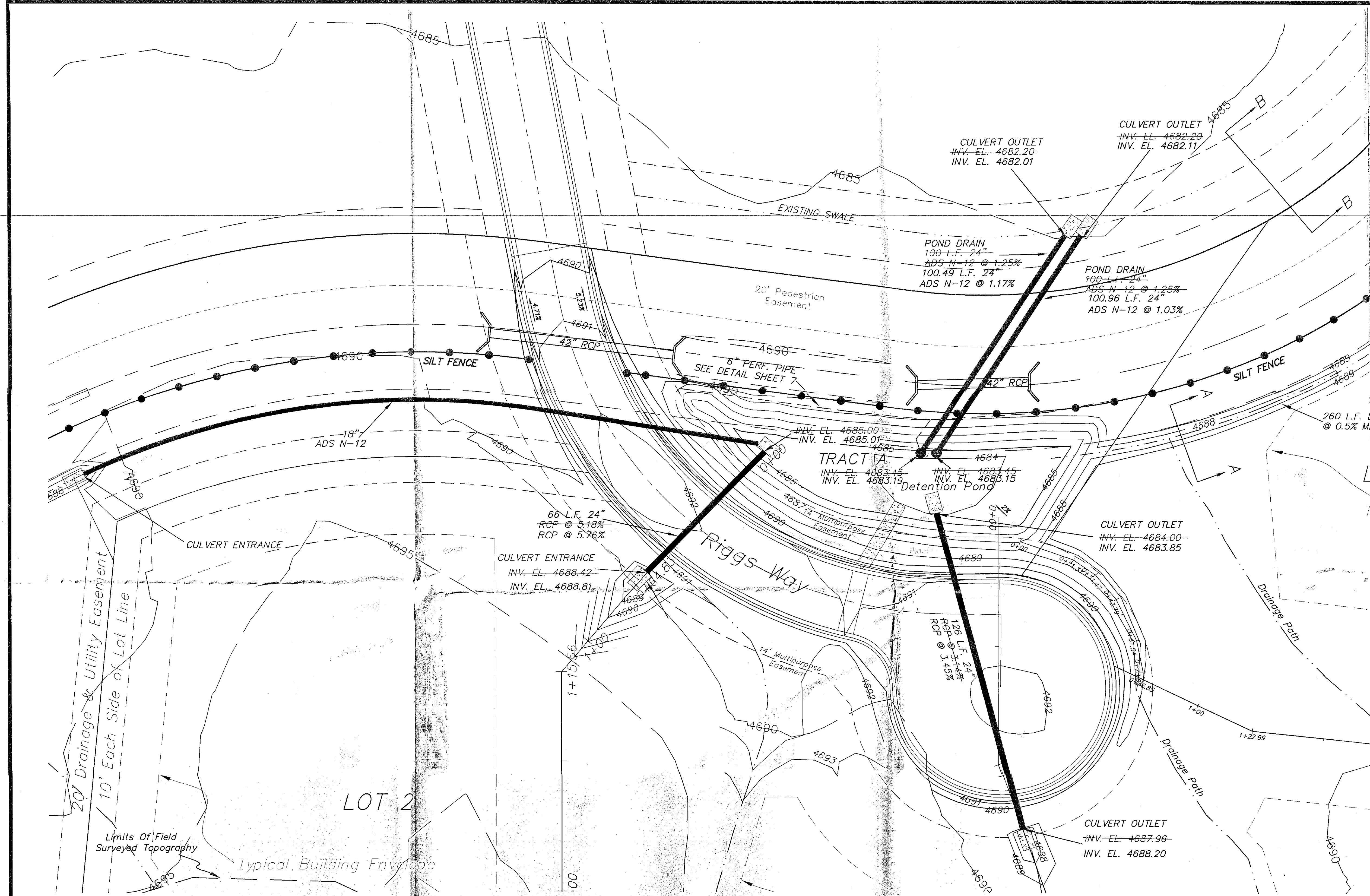
RIGGS WAY  
 PLAN AND PROFILE

LANDesign  
 ENGINEERS • SURVEYORS • PLANNERS  
 244 NORTH 7TH STREET  
 GRAND JUNCTION, COLORADO 81501 (970) 245-4098

COLORADO REGISTERED PROFESSIONAL ENGINEER

SHEET 4 OF 5

03-014



# RECORD DRAWING

- NOTES**
1. CERTIFICATION OF THESE RECORD DRAWINGS BY THE REGISTERED PROFESSIONAL ENGINEER SHOWN DOES NOT CONSTITUTE CERTIFICATION THAT THE IMPROVEMENTS SHOWN ON THESE DRAWINGS WERE BUILT IN ACCORDANCE WITH THE APPROVED PLANS OR IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE ACCEPTING AGENCY OR ENTITY. THE INTENT OF THESE RECORD DRAWINGS IS TO PROVIDE REPRESENTATION OF THE PHYSICAL LOCATION OF THE IMPROVEMENTS AND THE TYPES OF MATERIALS INSTALLED.
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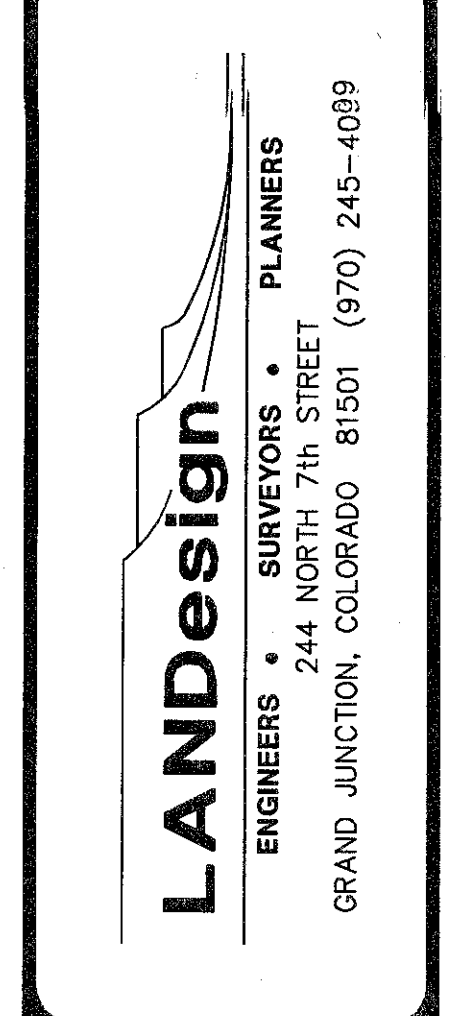
BENCHMARK:  
GLO BRASS CAP 1918  
NW CORNER  
NE 1/4 NW 1/4  
SECTION 26  
T11S., R10W., 6th P.M.  
N: 39584.96  
E: 65638.46  
ELEV: 4670.10

CITY OF GRAND JUNCTION	
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.	
BY: _____	DATE: _____
ACCEPTED AS CONSTRUCTED	
BY: _____	DATE: _____

BY:	
REVISION:	
DATE:	
NO:	

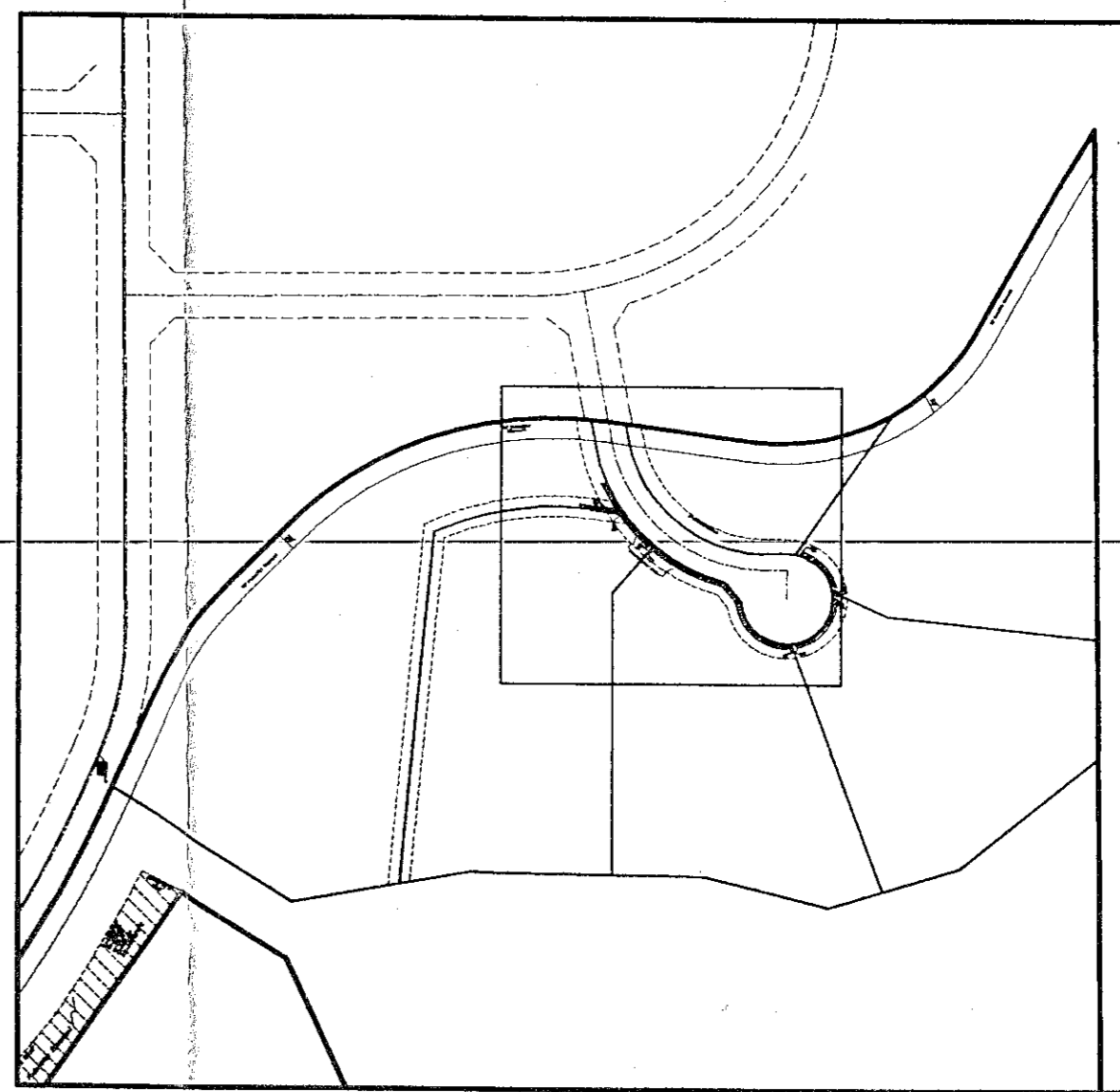
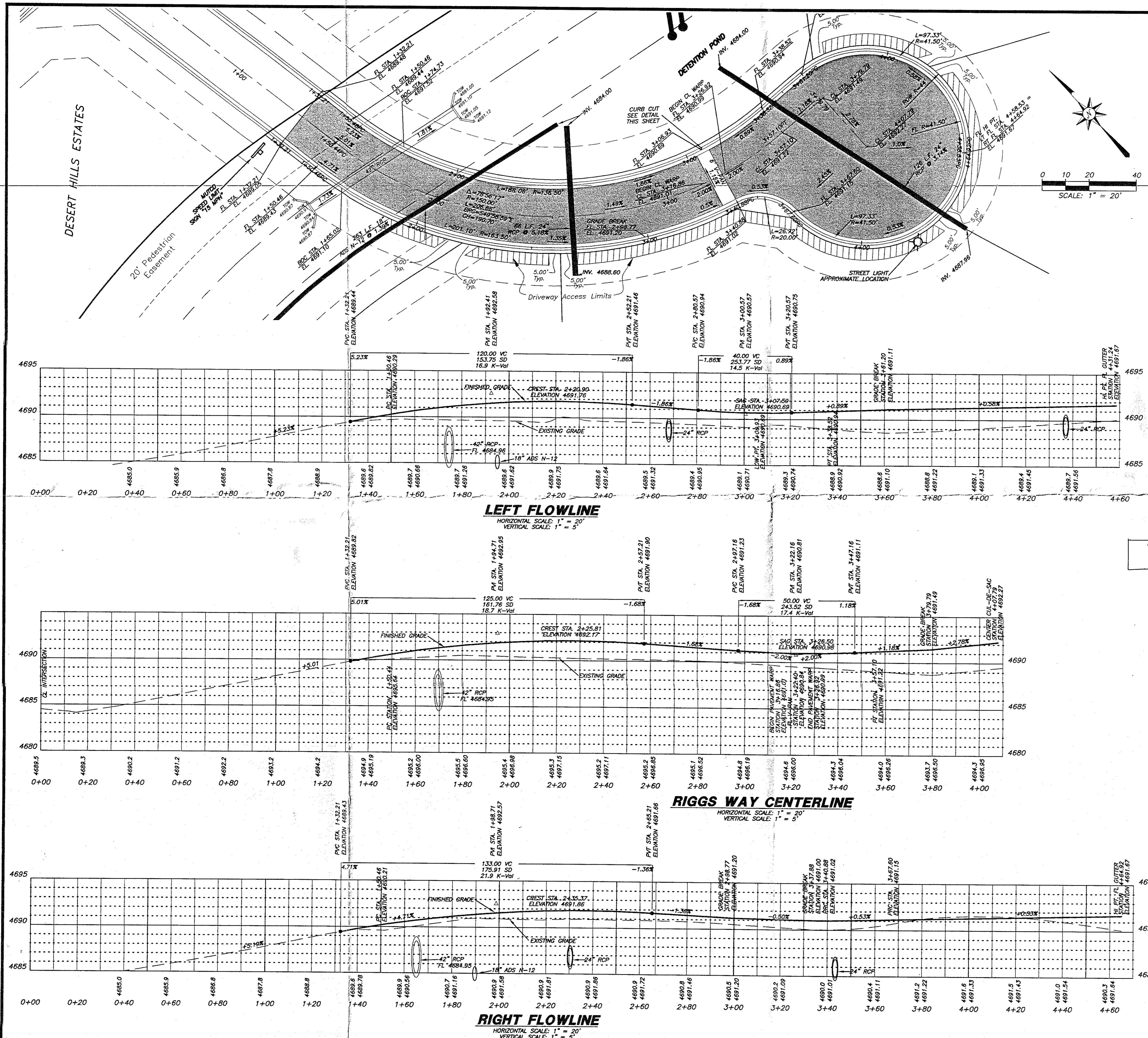
GRADING AND DRAINAGE  
 ROCKY HEIGHTS SUBDIVISION  
 RECORD DRAWINGS  
 PROJECT NO.: 203126 FILE NAME: 203126-DRAINAGE/ASB  
 DATE: 07/14/04  
 DRAWN: C.J.G.  
 CHK'D: CHD

LANDesign  
 ENGINEERS • SURVEYORS • PLANNERS  
 244 NORTH 7th STREET  
 GRAND JUNCTION, COLORADO 81501 (970) 245-4089

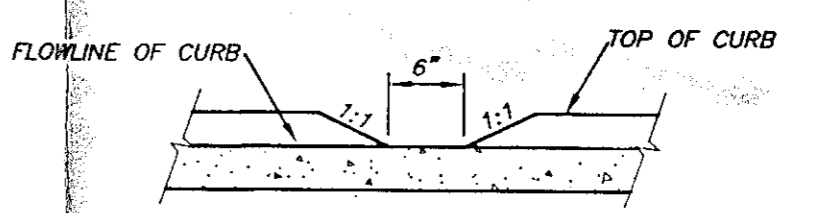


03-074

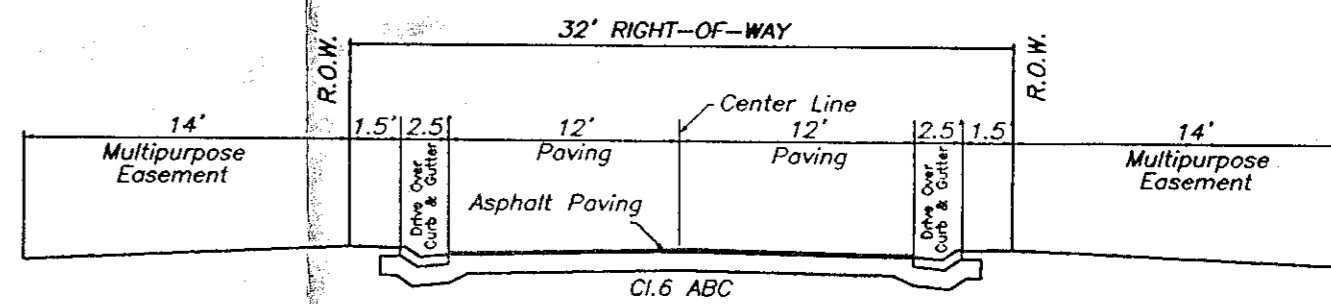




**KEY PLAN**  
NTS



**CURB CUT**  
NTS



**RIGGS WAY TYPICAL SECTION**  
NTS

**Road Pavement Section:**  
Geotechnical Engineer Approved Pavement Sections:

- 3" Asphalt On 9" Aggregate Base Course
- 4" Asphalt On 6" Aggregate Base Course

Pavement Section And Recommendations For Construction Are Provided By Grand Junction Lincoln DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003.

**Notes:**  
Certification Of This Drawing By The Registered Professional Engineer Shown Does Not Include Certification Of The Roadway Pavement Section Design.

- Adjust Manhole Rims And Valve Covers To Final Grade.
- Final Street Light Location To Be Determined By Xcel Energy.

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

BENCHMARK:  
GLO BRASS CAP 1918  
NW CORNER  
NE 1/4 NW 1/4  
SECTION 26  
T11S, R101W, 6th P.M.  
N. 35584.96  
E. 85628.46  
ELEV. 4670.10

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER  
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ACCEPTED AS CONSTRUCTED  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY:	REVISION:
2/12/02	1 REVISED CUL-DE-SAC, PROFILES, RLC
4/01/03	2 Revised Sheet Numbers & Job Number
7/23/03	3 Driveway Access Limits

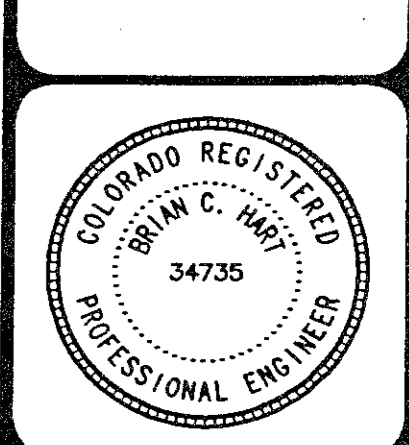
**RIGGS WAY  
PLAN AND PROFILE**

DATE: April, 2003  
DRAWN: RLC  
CHK'D: BCH

**ROCKY HEIGHTS SUBDIVISION**

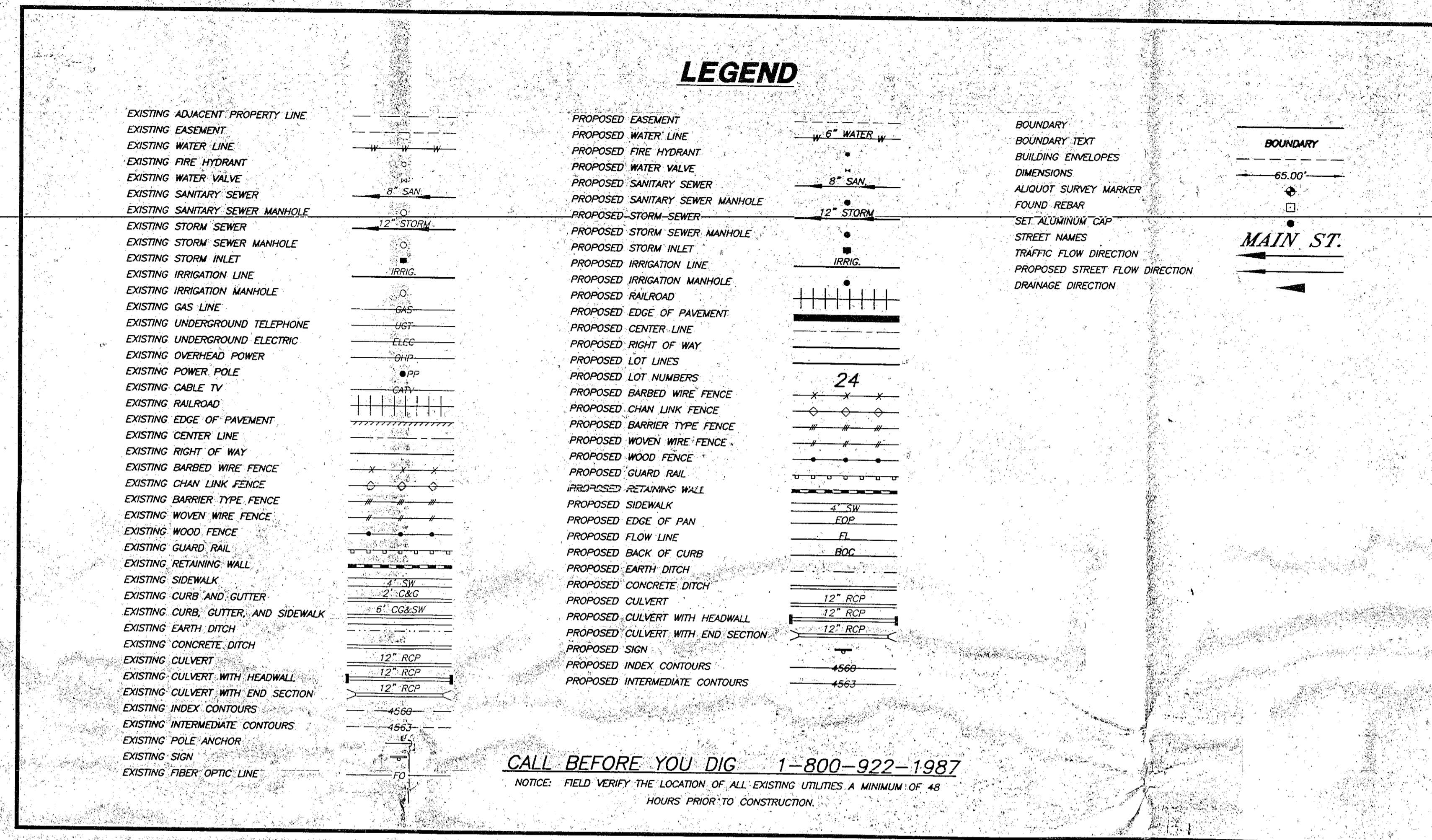
FILE NAME: 2003-17-STREET  
PROJECT NO.: 200317

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244 NORTH 7TH STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4099



## GENERAL NOTES

- NOTES GIVEN HERE SHALL APPLY TO ALL SHEETS.
- INSTALLATION OF NEW IMPROVEMENTS, INCLUDING MATERIALS, CONSTRUCTION, AND TESTING, SHALL BE IN STRICT ACCORDANCE WITH THE LATEST STANDARDS AND REQUIREMENTS ADOPTED BY THE ENTITY OR AGENCY ACCEPTING THE IMPROVEMENTS. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL STANDARDS AND REQUIREMENTS PRIOR TO CONSTRUCTION, AND SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT ALL NEW IMPROVEMENTS ARE IN COMPLIANCE.
- UNLESS OTHERWISE AGREED TO BY THE PROJECT OWNER, THE CONTRACTOR SHALL WARRANTY ALL WORK IN ACCORDANCE WITH THE WARRANTY SPECIFIED BY THE ENTITY OR AGENCY ACCEPTING THE IMPROVEMENTS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF SITE CONDITIONS ARE ENCOUNTERED WHICH ARE DIFFERENT THAN AS SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF SITE CONDITIONS WARRANT A CHANGE IN DESIGN FROM THAT SHOWN ON THESE DRAWINGS.
- PRIOR TO BEGINNING INSTALLATION OF NEW UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL EXCAVATE (POTHOLE) EXISTING UTILITIES AT ALL CROSSING POINTS TO VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES TO ENSURE THAT THE CROSSING CAN BE MADE AS SHOWN ON THESE DRAWINGS.
- SUBSURFACE INFORMATION IS NOT SHOWN ON THESE DRAWINGS. IT IS THE BIDDER'S/CONTRACTOR'S RESPONSIBILITY TO INQUIRE OF THE ENGINEER AND/OR PROJECT OWNER IF SUBSURFACE INFORMATION IS AVAILABLE, AND TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
- THE TYPE AND LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF EXISTING UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CALL THE LOCAL UTILITY LOCATION CENTER TO REQUEST EXACT FIELD LOCATIONS OF EXISTING UTILITIES AT LEAST 48 HOURS BEFORE EXCAVATION.
- NO CONSTRUCTION WORK SHALL BE PERFORMED OUTSIDE OF THE PROJECT OWNER'S PROPERTY BOUNDARY EXCEPT WITHIN CONSTRUCTION EASEMENTS, PERPETUAL EASEMENTS, AND RIGHT-OF-WAY SHOWN ON THESE DRAWINGS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN LEGAL PERMISSION TO OCCUPY PROPERTY OTHER THAN THE PROJECT SITE IF THE CONTRACTOR DETERMINES THAT ACCESS IS REQUIRED.
- ALL ROAD CUTS AND CONSTRUCTION ACTIVITIES WITHIN EXISTING ROAD RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCY CONTROLLING THE RIGHT-OF-WAY.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL FOR ALL CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND PREPARING AND IMPLEMENTING A TRAFFIC CONTROL PLAN WHEN REQUIRED.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL CONSTRUCTION WORK IS ACCOMPLISHED IN ACCORDANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) RULES AND REGULATIONS.
- ALL QUANTITIES SHOWN ON THESE DRAWINGS ARE ESTIMATES PROVIDED AS AN AID TO BIDDER/CONTRACTOR ONLY. BIDDER/CONTRACTOR SHALL BE RESPONSIBLE FOR SCALING DRAWINGS TO VERIFY QUANTITIES PRIOR TO BIDDING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND PERMITTING THE STORM WATER MANAGEMENT PLAN FOR DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING AND MAILING THE APPLICATION, PAYING THE PERMIT FEE, PREPARING THE PLAN, IMPLEMENTING THE PLAN, PERFORMING INSPECTIONS AS REQUIRED AND PERFORMING ALL REQUIRED CLOSE OUT ACTIVITIES. CONTACT THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT/WATER QUALITY CONTROL DIVISION AT (303) 692-3500 FOR INFORMATION REGARDING THE STORM WATER MANAGEMENT PLAN PROGRAM.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT WATER SERVICE LINES AND FIRE HYDRANT LEADS MEET THE MINIMUM BURIAL DEPTH ESTABLISHED BY THE ACCEPTING AGENCY FOR INSTALLATIONS CROSSING UNDERNEATH BORROW DITCHES, DRAINAGE DITCHES, DRAINAGE SWALES, AND CANALS.
- ALL MATERIALS SHALL BE HANDLED AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- FOR CITY OF GRAND JUNCTION DETAIL SHEETS, REFER TO THE "CITY OF GRAND JUNCTION, COLORADO DEPARTMENT OF PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION, STANDARD CONTRACT DOCUMENTS FOR CAPITAL IMPROVEMENTS CONSTRUCTION, REVISED FEBRUARY, 2001, STANDARD DETAIL SHEETS.



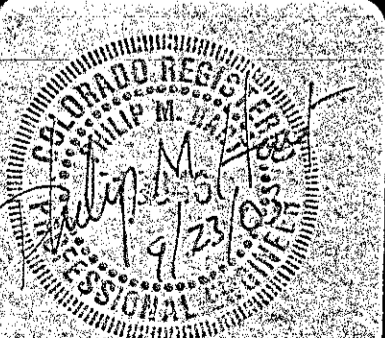
### LIST OF ABBREVIATIONS

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS	EX	EXISTING	PRC	POINT OF REVERSE CURVATURE
AC	ASBESTOS CEMENT	FB	FULL BODY	PT	POINT OF TANGENCY
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS	FES	FLARED END SECTION	PVC	POLYVINYL CHLORIDE
AWWA	AMERICAN WATER WORKS ASSOCIATION	FF	FINISHED FLOOR	PCC	PORTLAND CEMENT CONCRETE
BOC	BACK OF CURB	FH	FIRE HYDRANT	R	RADIUS
BF	BUTTERFLY	FLG	FLANGE	RG	RESTRAINED GLANDS
BOW	BACK OF WALK	FTG	FOOTING	RP	RADIUS POINT
BCR	BEGIN CURB RETURN	FS	FAR SIDE	RR	RAIL ROAD
BOT	BOTTOM	FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
CC	CATCH CURB AND GUTTER	FC	FACE OF CURB	REQ'D	REQUIRED
CH	CHORD	FG	FINISHED GRADE	RT	RIGHT
CAP	CORRUGATED ALUMINUM PIPE	GV	GATE VALVE	ROW	RIGHT OF WAY
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION	IRRIG	IRRIGATION	RL	LONG RADIUS
CI	CAST IRON	L	LENGTH OF ARC	RS	SHORT RADIUS
E	CENTER LINE	LT	LEFT	SCH	SCHEDULE
CLR	CLEAR	LF	LINEAR FEET	S	SLOPE
CNC	CONCRETE	LL	LONG ARC	SC	SPILL CURB AND GUTTER
CMP	CORRUGATED METAL PIPE	LS	SHORT ARC	SS	SANITARY SEWER SERVICE
CSP	CORRUGATED STEEL PIPE	MH	MANHOLE	STA	STATION
CG&SW	CURB, GUTTER & SIDEWALK	MJ	MECHANICAL JOINT	STL	STEEL
CU	COPPER	MUTCD	MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES	SW	SIDEWALK
CL	LONG CHORD	MW	MILL WRAP	(TYP)	TYPICAL
CS	SHORT CHORD	N/A	NOT APPLICABLE	T	LENGTH OF TANGENT
Δ	DELTA ANGLE	NS	NEAR SIDE	TB	THRUST BLOCK
DI	DUCTILE IRON	NIC	NOT IN CONTRACT	TC	TOP OF CURB
DR	DRIVEWAY	NRCP	NON-REINFORCED CONCRETE PIPE	VC	VERTICAL CURVE
ELEC	ELECTRIC	NOP	NO ONE PERSON	VCP	VITRIFIED CLAY PIPE
EL OR ELEV	ELEVATION	NTS	NOT TO SCALE	PVC	POINT OF VERTICAL CURVATURE
ECR	END CURB RETURN	PC	POINT OF CURVATURE	PVI	POINT OF VERTICAL INTERSECTION
EOP	EDGE OF PAVEMENT	PI	POINT OF INTERSECTION	PVT	POINT OF VERTICAL TANGENCY
		PR	PROPOSED	WM	WATER METER

MASTER LEGEND AND GENERAL NOTES

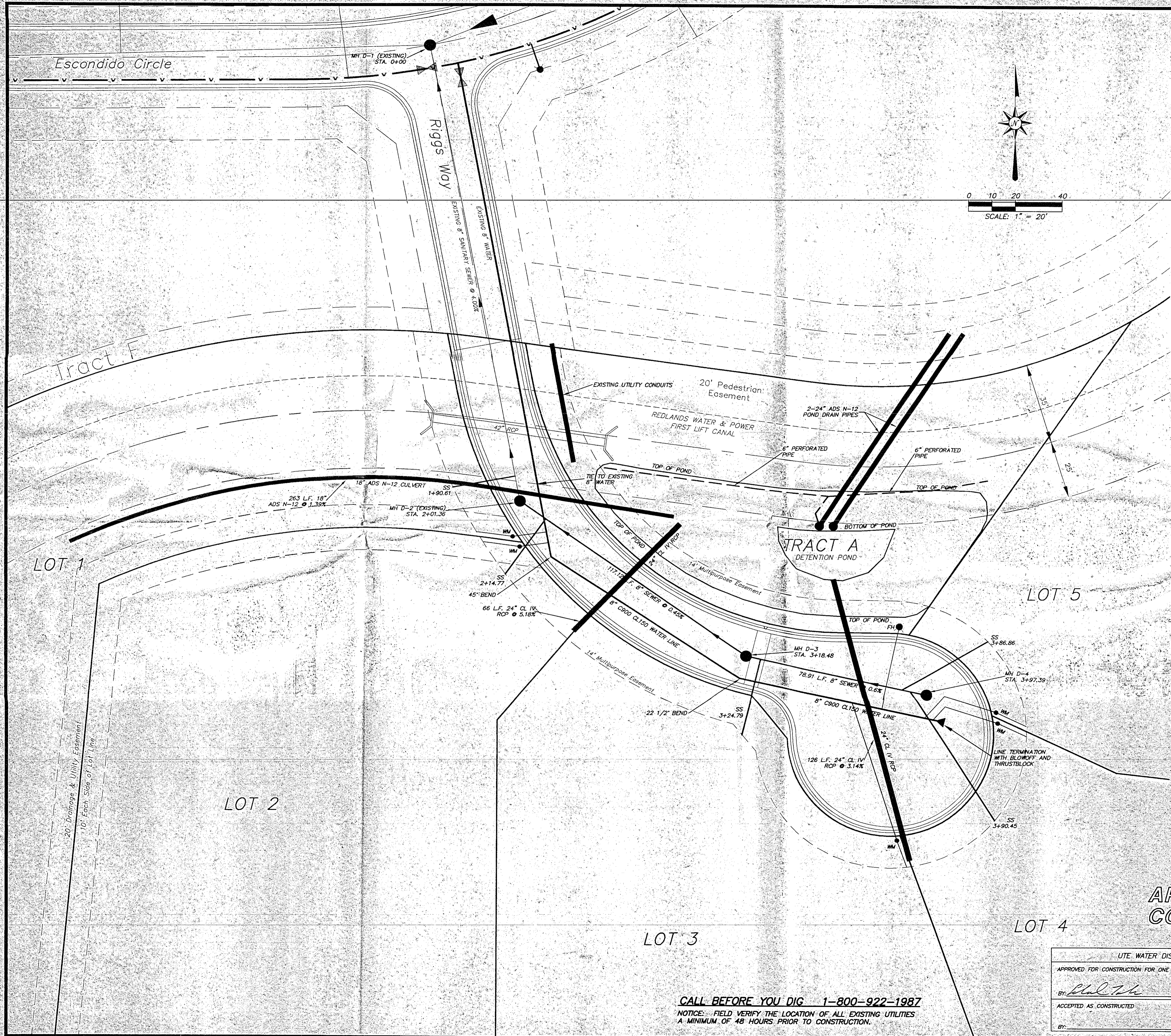
ROCKY HEIGHTS SUBDIVISION

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 GRAND JUNCTION, COLORADO 81501 (970) 245-4099



DATE	NO.	REVISION	BY
4/10/03	1	Rev. Sheet Number	Task
Sept. 2003	2	Approved for Construction	Task

PROJECT NO. 200317 FILE NAME 2003-17-MSTR-LEGEND  
 DATE: April, 2003 DRAWN: RLC  
 CHECKED: CHD



CITY OF GRAND JUNCTION FIRE DEPARTMENT  
 APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.  
 BY: *Norman Nobs* DATE: 9/24/03  
 ACCEPTED AS CONSTRUCTED  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

- NOTES:**
- See sheet 7 for grading details and notes.
  - The subdivision has been planned as large lot & rural in nature. Therefore, the final lot grading shall be provided by the lot owner. Appropriate care should be taken to provide the proper grading around structures to the provided drainage features.
  - As an addition to and in conjunction with the Building Permit Application for these sites, an individual site plan should be required showing elevations for the ground floor or floors and showing proper grading for drainage control.

**APPROVED FOR CONSTRUCTION**

BENCHMARK  
 GLO BRASS CAP 1978  
 NW CORNER  
 NE 1/4 NW 1/4  
 SECTION 26  
 T11S, R101W, 6th P.M.  
 N: 39584.96  
 E: 65638.46  
 ELEV: 4670.10

UTE WATER DISTRICT  
 APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.  
 BY: *Steve* DATE: 24 Sep 03  
 ACCEPTED AS CONSTRUCTED  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY OF GRAND JUNCTION UTILITY ENGINEER  
 APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.  
 BY: *Kurt Lewis* DATE: 12-4-03  
 ACCEPTED AS CONSTRUCTED  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**CALL BEFORE YOU DIG 1-800-922-1987**  
 NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

DATE	NO.	REVISION	BY
2/12/02	1	REVISED CUL-DE-SAC SERVICES	RLG
4/01/03	2	Rev. Sheet Numbers, Lots, & Job Number	79K
Sept. 2003	3	Approved for Construction	RLG

UTILITY COMPOSITE  
 DRAWN: RLG  
 CHECKED: BOCH  
 DATE: APRIL 2003  
 PROJECT NO.: 200317 FILE NAME: 2003-17-utility

ROCKY HEIGHTS SUBDIVISION

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 244 NORTH 7th STREET  
 GRAND JUNCTION, COLORADO 81501 (970) 245-4999



**GENERAL SANITARY SEWER NOTES:**

- Contractor shall have one signed copy of plans and a copy of the City of Grand Junction's Standard Specifications at the job site at all times.
- All sewer mains shall be PVC SDR 35 (ASTM 3034) unless otherwise noted.
- All sewer mains shall be laid to grade utilizing a pipe laser.
- All service line connections to the new main shall be accomplished with full body wyes or tees. Tapping saddles will not be allowed.
- No 4" services shall be connected directly into manholes.
- The contractor shall notify the city for inspection 48 hours prior to commencement of construction.
- The contractor is responsible for all required sewer line testing to be completed in the presence of the city inspector. Pressure testing will be performed after all compaction of street subgrade and prior to street paving. Final lamping will also be accomplished after paving is completed. These tests shall be the basis of acceptance of the sewer line extension.
- The contractor shall obtain City of Grand Junction Street Cut Permit for all work within existing city right-of-way prior to construction.
- A clay cut-off wall shall be placed 10' upstream from all new manholes unless otherwise noted. The cut-off wall shall extend from 6" below to 6" above granular backfill material and shall be 2' wide. If native material is not suitable, the contractor shall import material approved by the engineer.
- Sewer service stub outs shall be capped and plugged. Stub out shall be 2" x 4" painted green. As-built surveying for vertical grade of stub out required prior to backfill.
- Sewer main line stub outs shall be capped and plugged. Stub out shall be identified with a steel fence post buried 1' below finished grade. As-built surveying and lamping of stub out required prior to backfill.
- Red line as-builts shall be submitted to the city development engineer prior to paving for review.

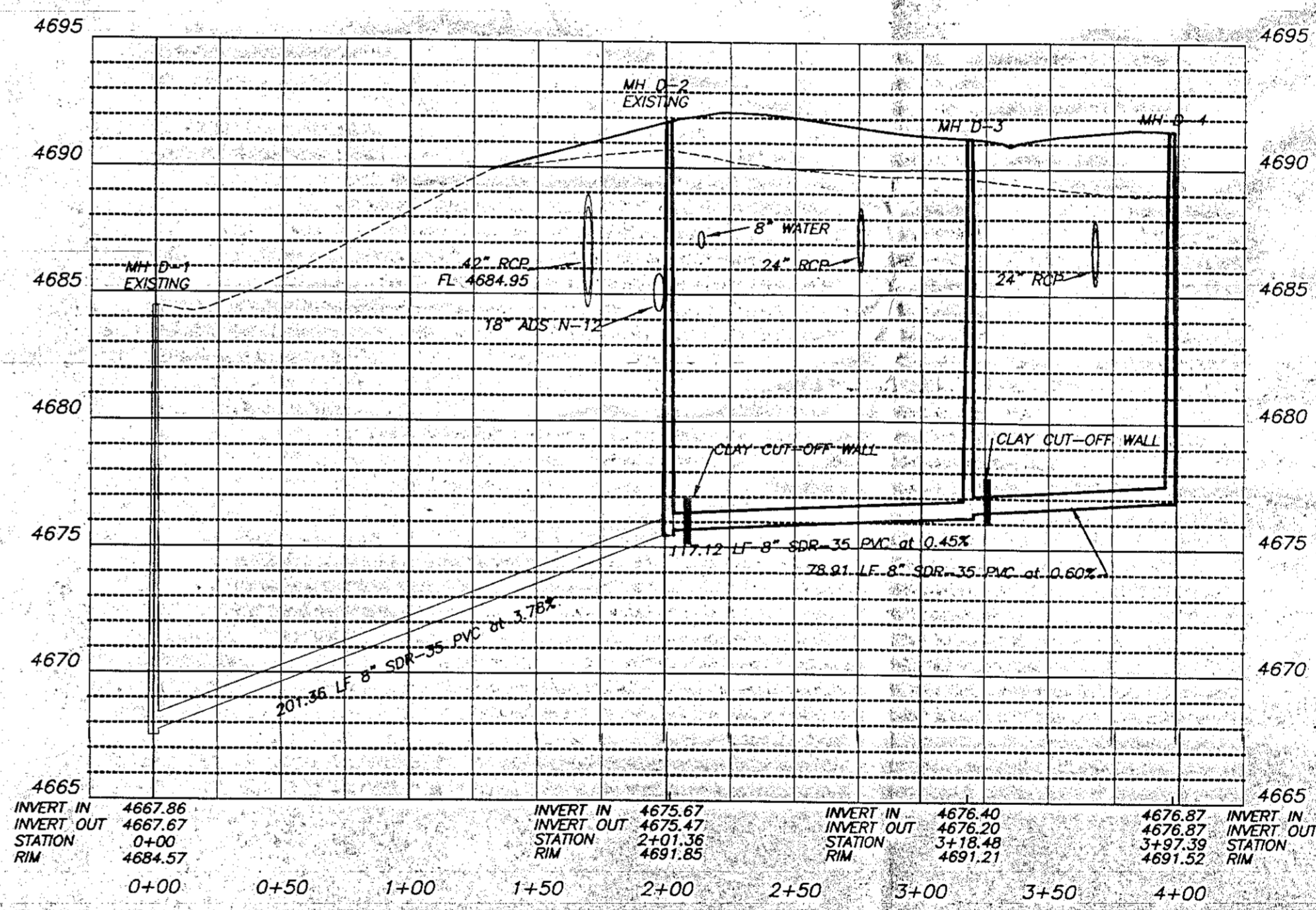
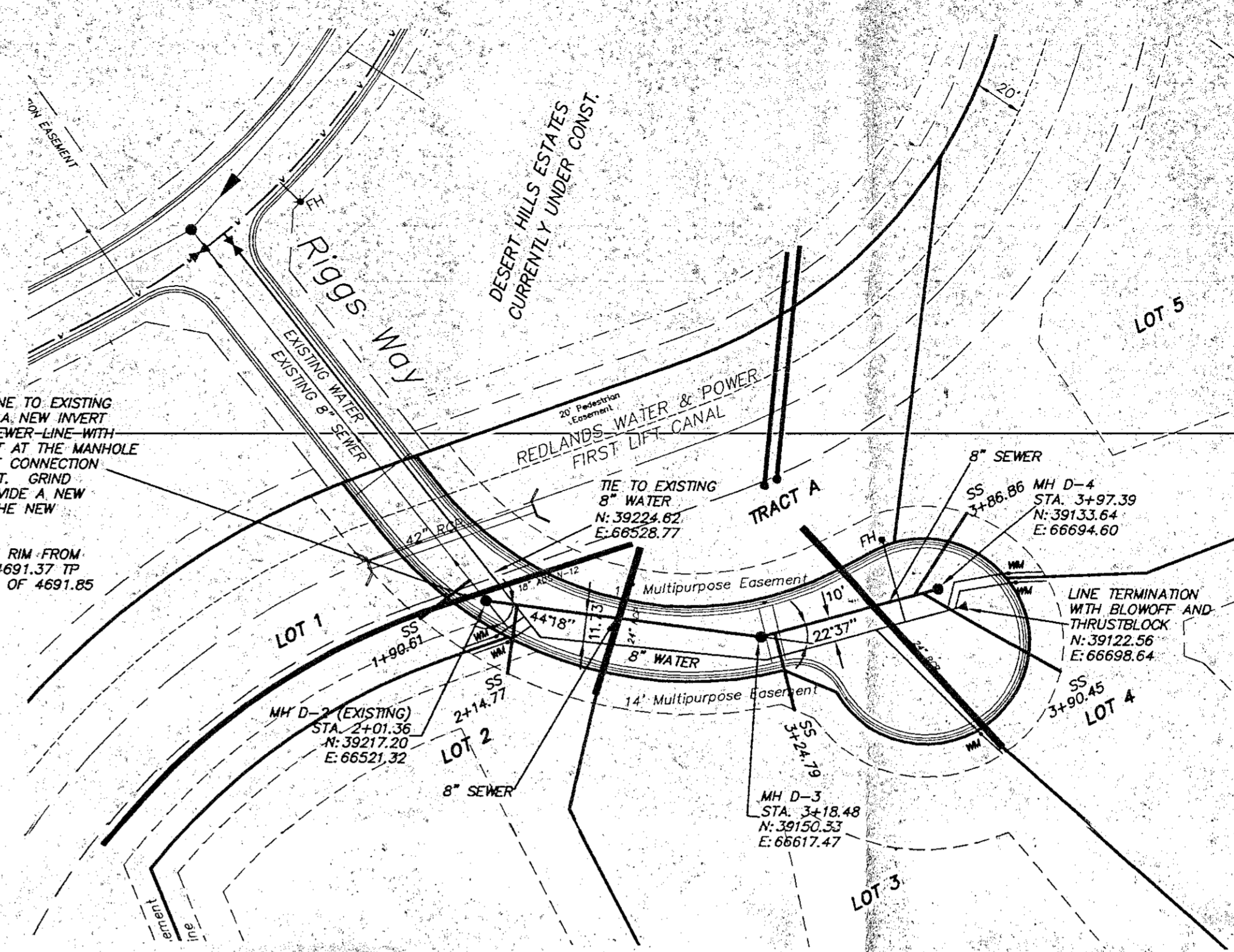
**MANHOLE NOTES**

- Concrete shall be Colorado Department of Transportation Class "B" (Section 601.02)
- All cement used in mortar, concrete bases, grade rings, riser sections, cones, and flat tops, for sanitary sewer manholes, shall be type v or modified type ii portland cement with less than 5% tricalcium aluminate.
- Manhole riser sections, cones, flat tops, and grade rings shall be precast reinforced concrete conforming to ASTM C-478 or AASHTO M-199.
- Backfill around manholes and other structures shall be placed in 8" max. Lifts and compacted to 95% AASHTO T-99.
- All work shall be in accordance with approved plans and city specification.
- Manhole cone and flat top sections shall be positioned such that the manhole ring and cover is centered on the upstream flow line. If the cone is furnished with steps, the manhole ring and cover will be shifted so that the steps are installed at a 12" offset from the inlet pipe.
- If the manhole sections are furnished with steps they shall be installed at a 12" offset from the inlet pipe to facilitate cleaning and tv equipment.
- Manhole ring and cover shall be set to finish grade using rapid road repair (or approved equal) grout to adjust rim elevation. Grout shall not exceed 0.10 ft. thickness. Grout shall be placed between top of concrete grade ring and ring and cover. Steel paving rings are not allowed for grade adjustment unless otherwise approved by the engineer.
- Inverted castings will not be allowed unless approved by the engineer.
- For Flow Through Manholes
  - Lay pipe on-grade through manhole location and pour cast-in-place base. Contractor shall support pipe while pouring base, and shall not allow pipe to deflect from grade during pour. Install lower barrel section of manhole over the pipe and pour manhole invert to spring line of pipe. Cut top of pipe off to complete the invert and seal the connection with a standard SDR-35 pipe gasket and non-shrink grout.
  - The inverts for all angled, flow-through manholes shall be constructed as a concrete trough, epoxy-coated or with the appropriate fittings laid on grade. Epoxy coating shall conform to the "City of Grand Junction Standard Contract Documents for Capital Improvements Construction", February 2001, Underground Utility Section 102.11. Fittings shall be constructed according to note 10.

**WATER NOTES:**

- All work shall be in accordance with Ute Water District Specifications.
- All concrete shall be Colorado Division of Highways class "B".
- All Ute Water District specifications for water line acceptance testing.
- All existing pavement not designated for removal which is damaged by construction shall be replaced in-kind by contractor.
- All concrete shall be protected from freezing for five days after being placed. No concrete shall be placed on frozen ground.
- Measurements shown are to the center of the fittings or valve.
- Minimum cover over top of pipes shall be 54".

- CONNECT NEW SEWER LINE TO EXISTING MANHOLE BY CORING IN A NEW INVERT ENTRANCE—INSTALLING SEWER LINE WITH AN SDR-35 PIPE GASKET AT THE MANHOLE WALL AND GROUTING THE CONNECTION WITH NON-SHRINK GROUT. GRIND EXISTING INVERT TO PROVIDE A NEW INVERT CHANNEL FOR THE NEW SEWER LINE.
- RAISE EXISTING MANHOLE RIM FROM EXISTING ELEVATION OF 4691.37 TO NEW FINISHED ELEVATION OF 4691.85



**RIGGS WAY SANITARY SEWER**

HORIZONTAL SCALE: 1" = 50'  
VERTICAL SCALE: 1" = 5'

**APPROVED FOR CONSTRUCTION**

CITY OF GRAND JUNCTION UTILITY ENGINEER  
ACCEPTED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE  
*Kidd Davis* 12-4-03  
Date

ACCEPTED AS CONSTRUCTED  
Date

**CALL BEFORE YOU DIG 1-800-922-1987**

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

BENCHMARK:  
GLO BRASS CAP 1918  
NW CORNER  
NE 1/4 NW 1/4  
SECTION 26  
T11S, R101W, 6th P.M.  
N. 3554.95  
E. 69638.46  
ELEV. 4670.10

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GRAND JUNCTION, COLORADO 81501 (970) 245-4089

PROJECT NO. 200317 FILE NAME 2003-17-SEWER  
DATE: April, 2003  
DRAWN: RLG  
CHK'D: ECH

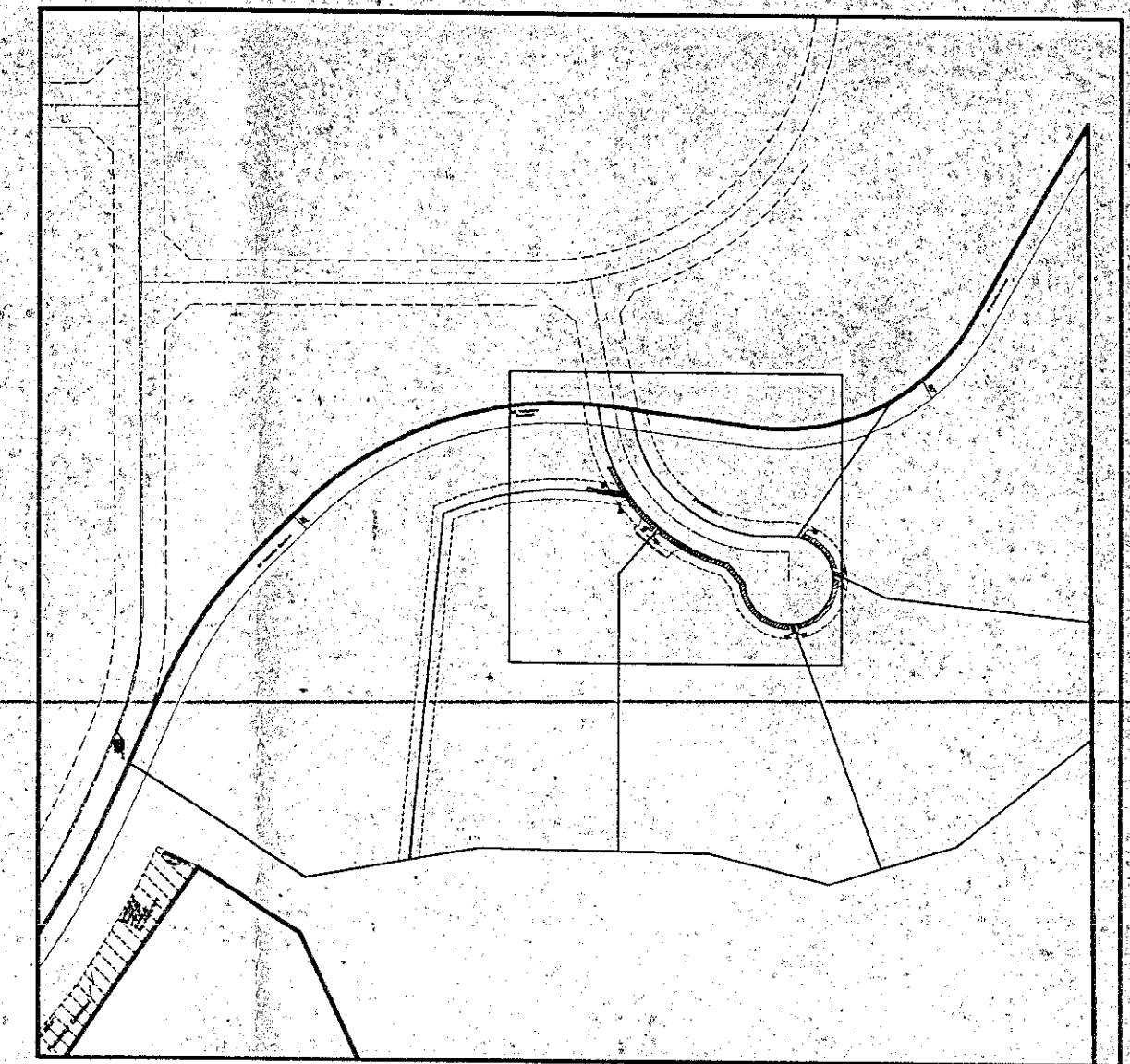
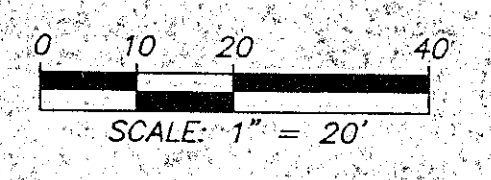
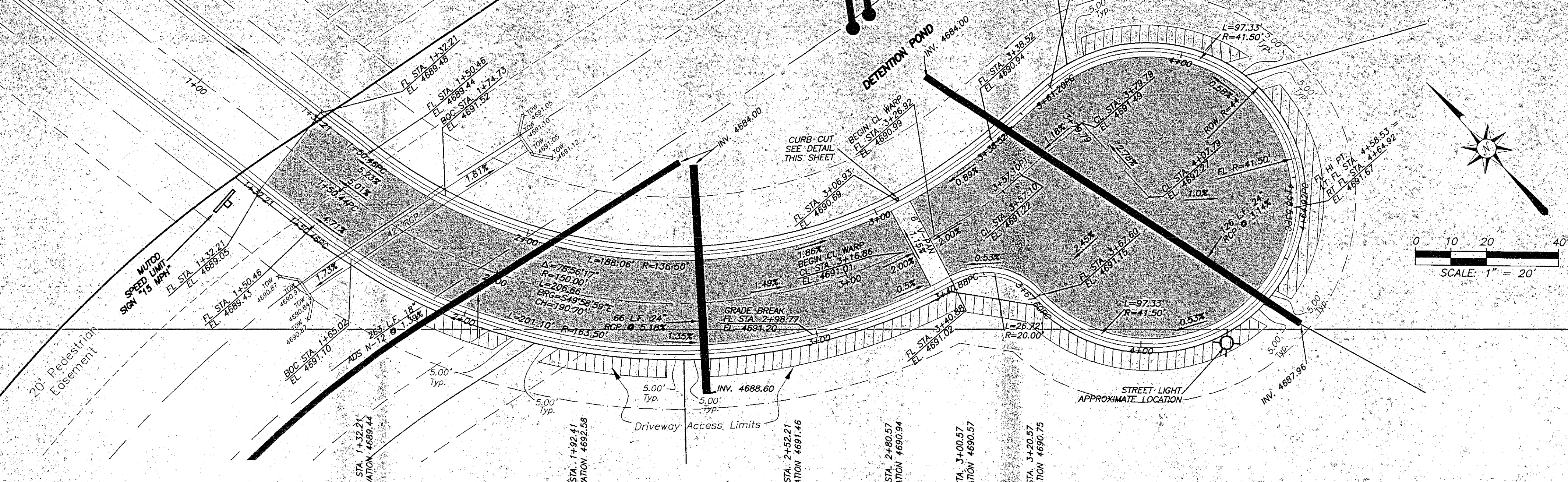
**RIGGS WAY  
SANITARY SEWER & WATER  
PLAN AND PROFILE**

**ROCKY HEIGHTS SUBDIVISION**

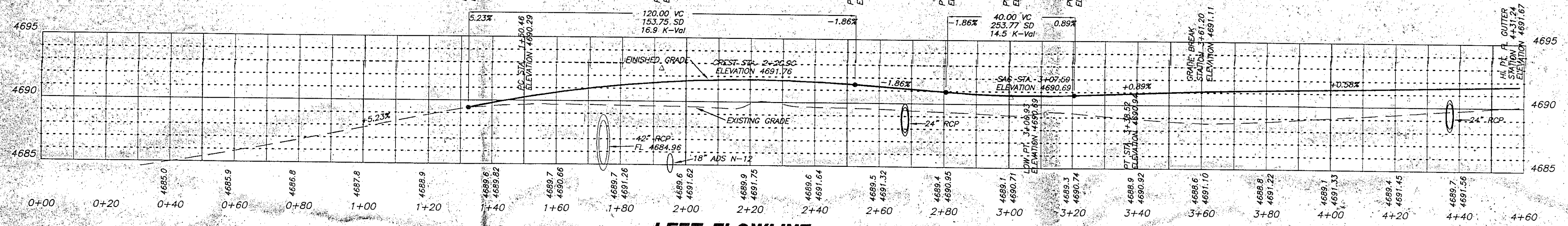
REVISION:  
2/12/02 1 REVISED CUL-DE-SAC SERVICES RLG  
4/01/03 2 Rev. Lots & Street Numbers rsk  
Sept. 2003 3 Approved for Construction

SHEET 4 OF 10

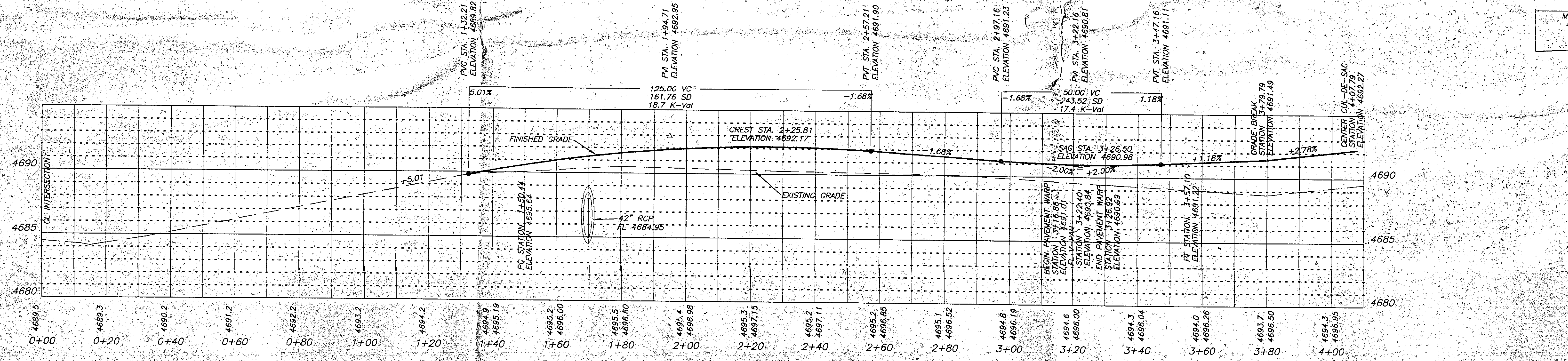
DESERT HILLS ESTATES



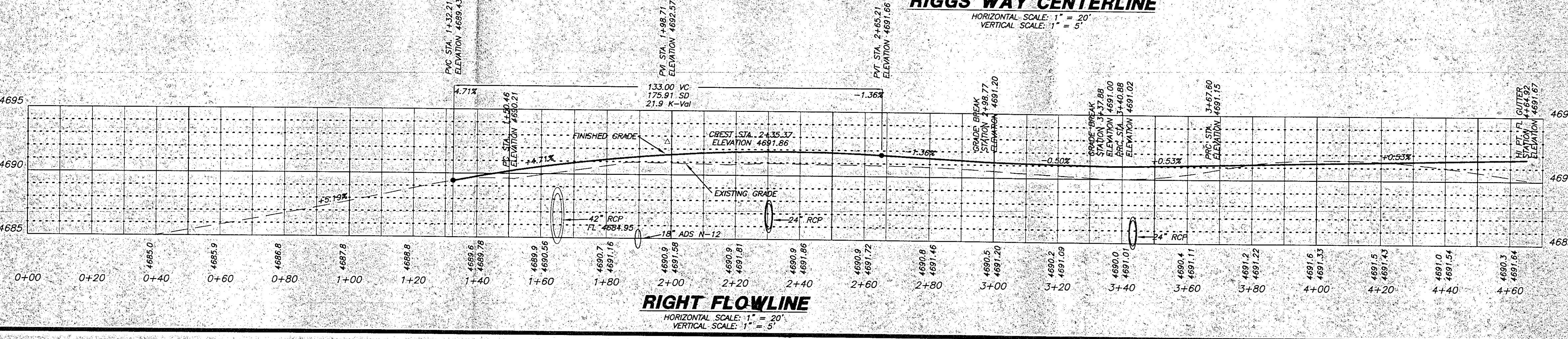
**KEY PLAN**  
NTS



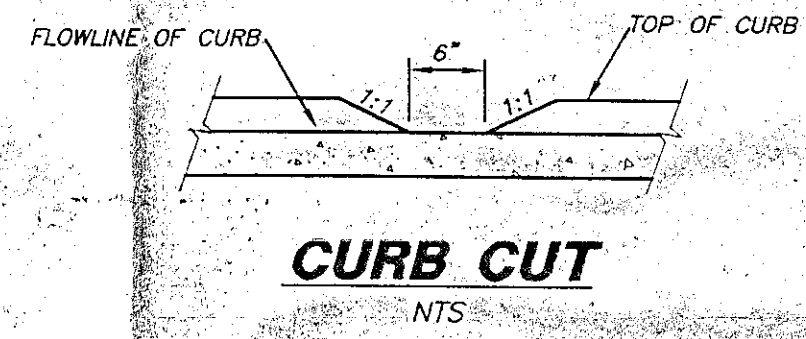
**LEFT FLOWLINE**  
HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 5'



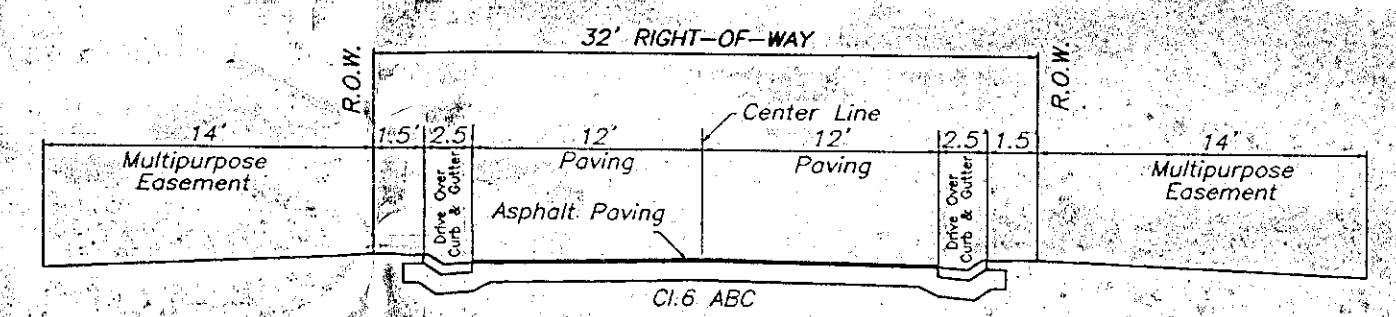
**RIGGS WAY CENTERLINE**  
HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 5'



**RIGHT FLOWLINE**  
HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 5'



**CURB CUT**  
NTS



**RIGGS WAY TYPICAL SECTION**  
NTS

**Road Pavement Section:**

Geotechnical Engineer Approved Pavement Sections:

- 1. 3" Asphalt On 9" Aggregate Base Course
- 2. 4" Asphalt On 6" Aggregate Base Course

Pavement Section And Recommendations For Construction Are Provided By Grand Junction Lincoln DeVore, Inc. Surficial Geology Investigation and dated February 1, 2003.

**Notes:**

Certification Of This Drawing By The Registered Professional Engineer Shown Does Not Include Certification Of The Roadway Pavement Section Design.

- 1. Adjust Manhole Rims And Valve Covers To Final Grade.
- 2. Final Street Light Location To Be Determined By Xcel Energy.

**APPROVED FOR CONSTRUCTION**

BENCHMARK:  
GLO BRASS CAP 1918  
NW CORNER  
NE 1/4 NW 1/4  
SECTION 26  
T11S, R101W, 6th P.M.  
N. 39594.96  
E. 65638.46  
ELEV. 4670.10

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE

By: *Karl Davis* DATE: 12-4-03

ACCEPTED AS CONSTRUCTED

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

DATE	NO.	REVISION	BY
2/12/02	1	REVISED CUL-DE-SAC, PROFILES	RLC
4/01/03	2	Revised Sheet Numbers	jsk
7/23/03	3	Driveway Access Limits	jsk
8/01/03	4	Approved for Construction	jsk

ROCKY HEIGHTS SUBDIVISION  
RIGGS WAY  
PLAN AND PROFILE

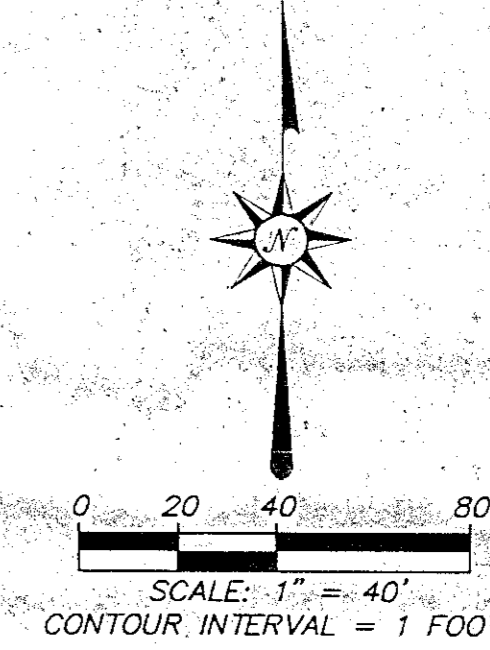
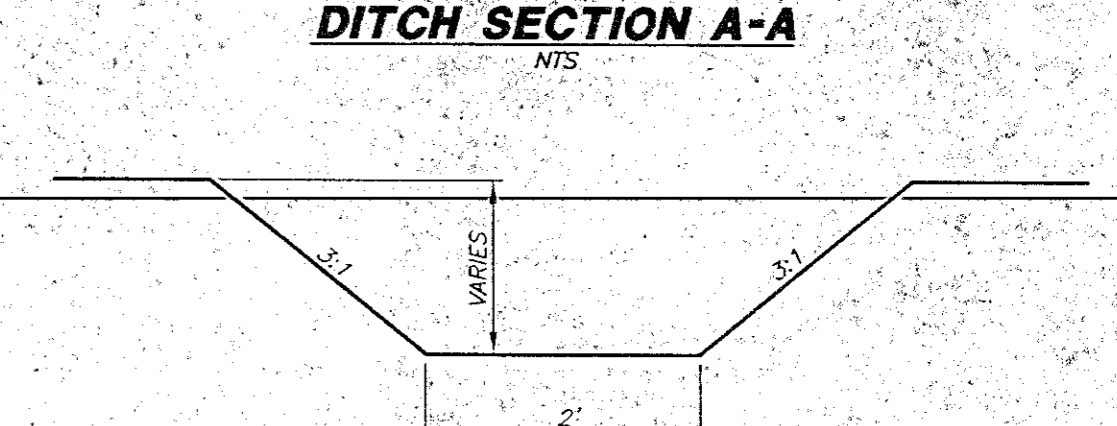
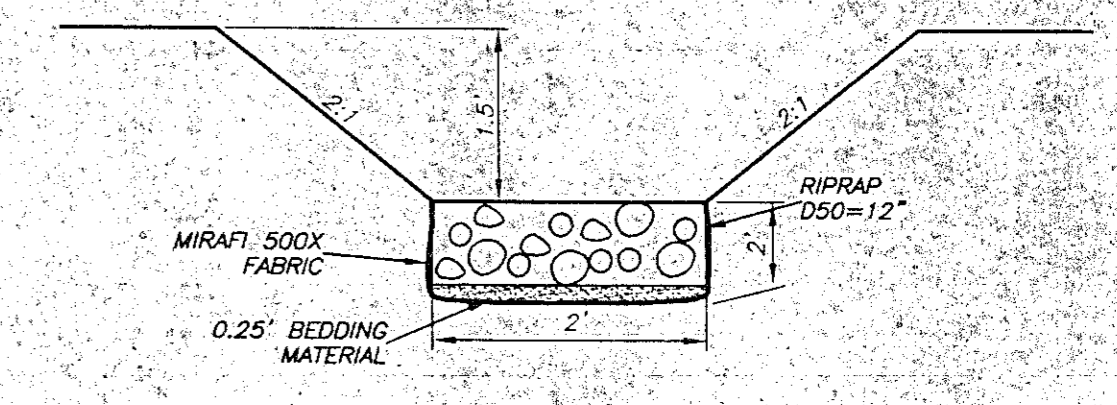
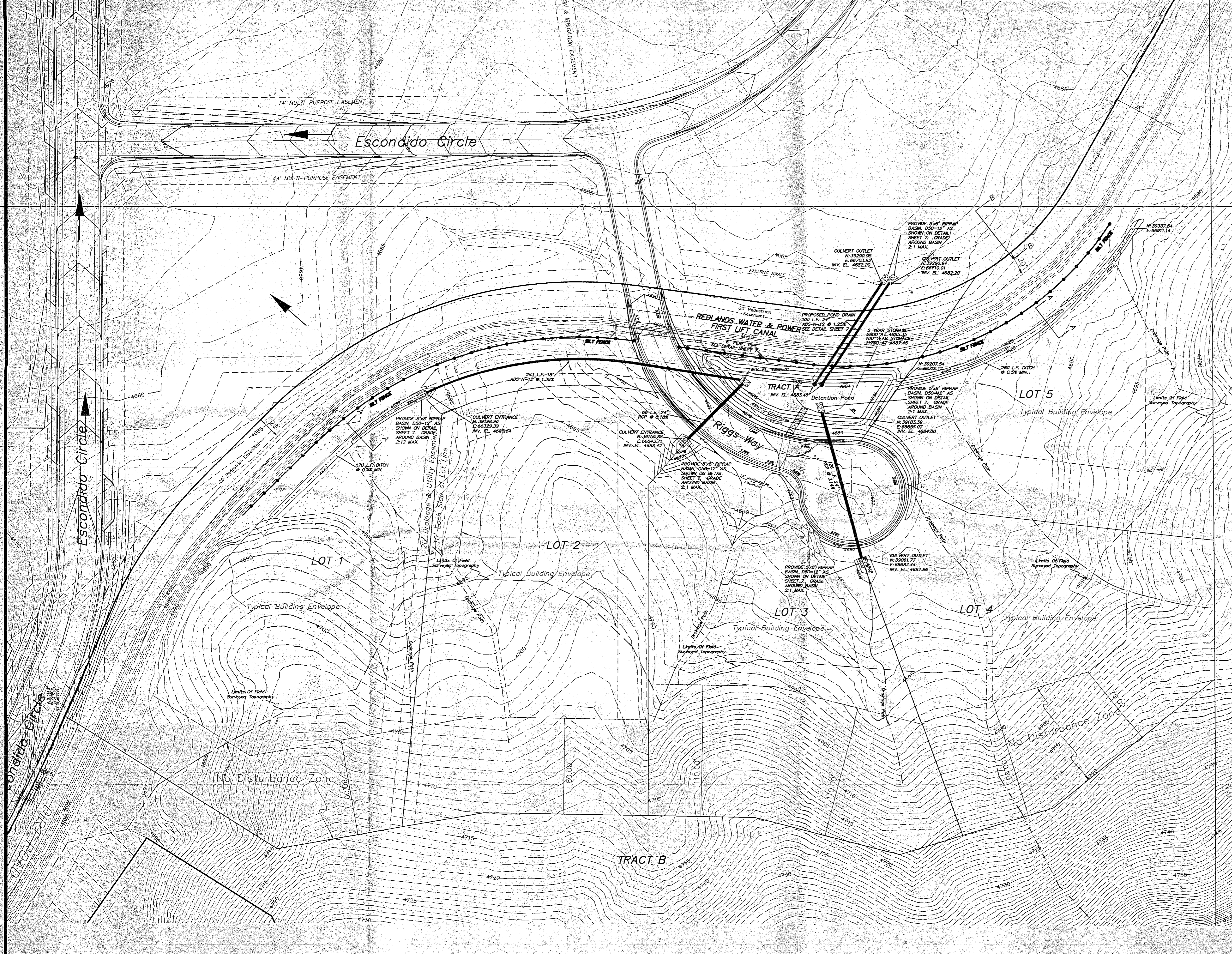
ROCKY HEIGHTS SUBDIVISION

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244 NORTH 7TH STREET  
GRAND JUNCTION, COLORADO 81501 (970) 245-4099



SHEET OF  
**5** 10

#10



- NOTES:**
- See sheet 7 for grading details and notes.
  - The subdivision has been planned as large lot & rural in nature. Therefore, the final lot grading shall be provided by the lot owner. Appropriate care should be taken to provide the proper grading around structures to the provided drainage features.
  - As an addition to and in conjunction with the Building Permit Application for these sites, an individual site plan should be required, showing elevations for the ground floor or floors and showing proper grading for drainage control.
  - All Lot Grading is to be considered "SPECIAL" and at time of Building Permit application, a Grading Plan specific to the particular lot and house design submitted per Administrative Regulation 11.01, dated April 4, 2001.

**APPROVED FOR CONSTRUCTION**  
Sept, 2003

BENCHMARK:  
GLO BRASS CAP 1918  
NW CORNER  
NE 1/4, NW 1/4  
SECTION 26  
T11S, R101W, 6th P.M.  
N. 35254.96  
E. 65638.46  
ELEV. 4670.10

CITY OF GRAND JUNCTION DEVELOPMENT ENGINEER  
APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.  
BY: *Paul Davis* DATE: 12-4-03  
ACCEPTED AS CONSTRUCTED  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

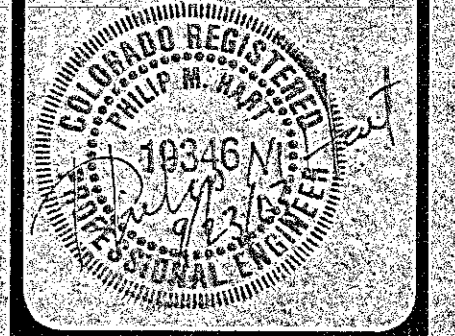
**CALL BEFORE YOU DIG 1-800-922-1987**  
NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

DATE	NO.	REVISION	BY
2/12/02	1	REVISED CUL-DE-SAC, RCP, GRADING, DITCH SECTION	PLG
5/21/02	2	REVISE PER COMMENTS	PLG
4/01/03	3	Rev. Grading, Lots, Sheet, PSX	PLG
7/23/03	4	Number, Building Envelopes, Grading, Note, 4	PLG

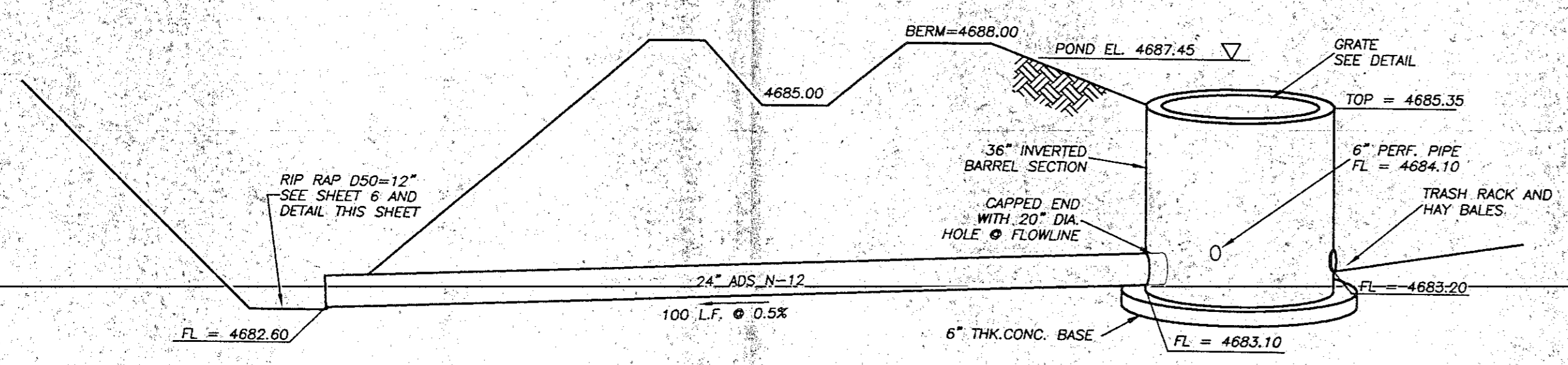
GRADING AND DRAINAGE  
ROCKY HEIGHTS SUBDIVISION  
DATE: APRIL, 2003  
DRAWN: PLG  
CHK'D: BGL

PROJECT NO. 200317  
FILE NAME 2003-17-GRADING

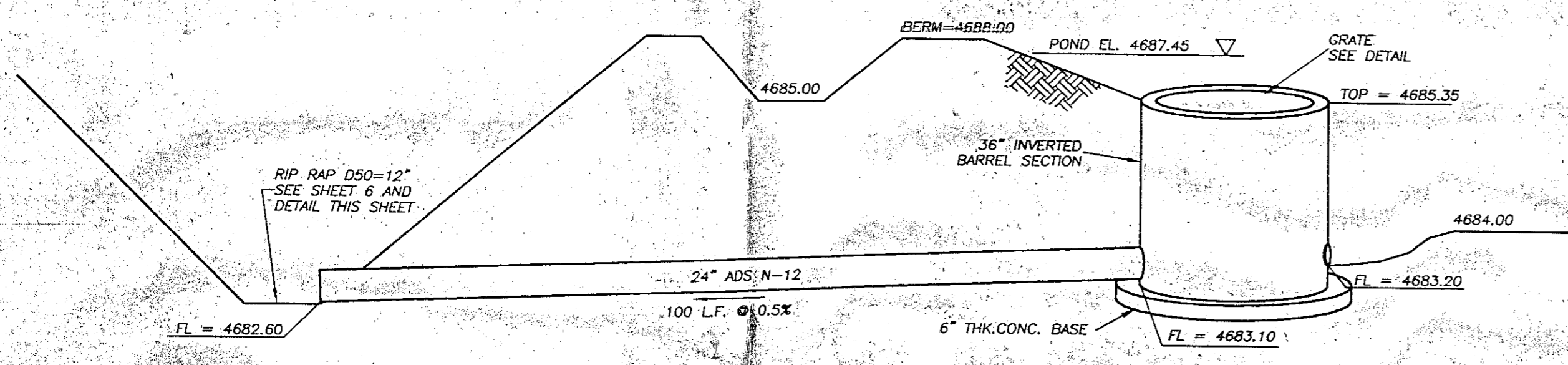
**LANDesign**  
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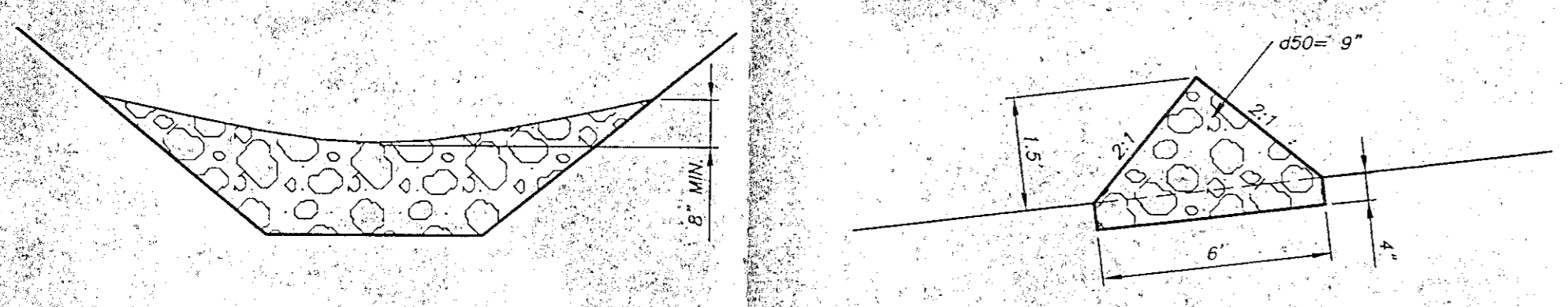
SHEET 6 OF 10



**WEST POND OUTLET STRUCTURE**  
NTS



**EAST POND OUTLET STRUCTURE**  
NTS



**ROCK CHECK DAM**  
NTS

**Fill Placement Instructions**

Site fill shall be excavated, material or imported material free from roots, organic matter, trash, debris, rocks larger than 3 inches, and other deleterious materials.

Compaction equipment shall be of suitable type and adequate to obtain the required densities and shall provide satisfactory breakdown of materials to form a dense fill. If inadequate densities are obtained, larger and/or different types of additional equipment shall be used.

Prior to beginning any placement of fill, strip the topsoil to a depth sufficient to remove all organic material. Topsoil shall be removed wherever fill is required to be placed at the project site. Topsoil shall be stored clear of the construction area.

Prior to placing fill, proof-roll the subgrade surface with a heavy, wheeled vehicle to detect soft or loose zones. If soft or loose zones are encountered during proof-rolling, excavate the soft or loose material and replace with properly compacted fill material.

After topsoil stripping and proof-rolling, and prior to placing fill, the subgrade shall be scarified to a depth of at least 6 inches and shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D-698 (Standard Proctor) at a moisture content within 2 percent of optimum.

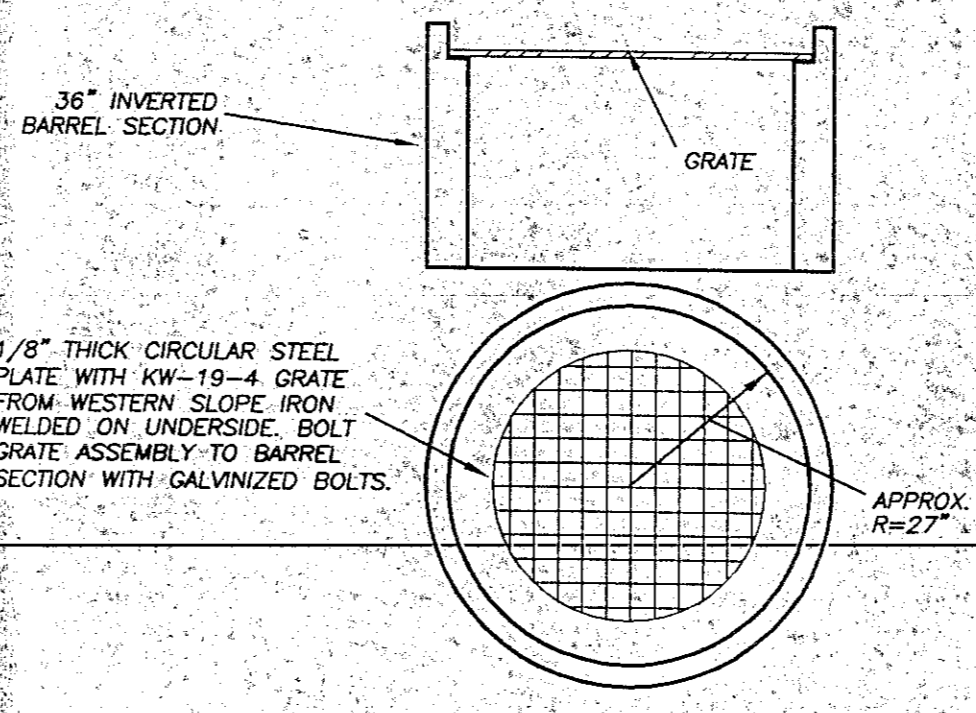
Site fill shall be placed in lifts not exceeding 6 inches loose thickness and shall be compacted to at least 95 percent of the maximum dry density as determined by ASTM D-698 (Standard Proctor) at a moisture content within 2 percent of optimum.

Compaction shall be by mechanical means. Flooding or jetting will not be permitted.

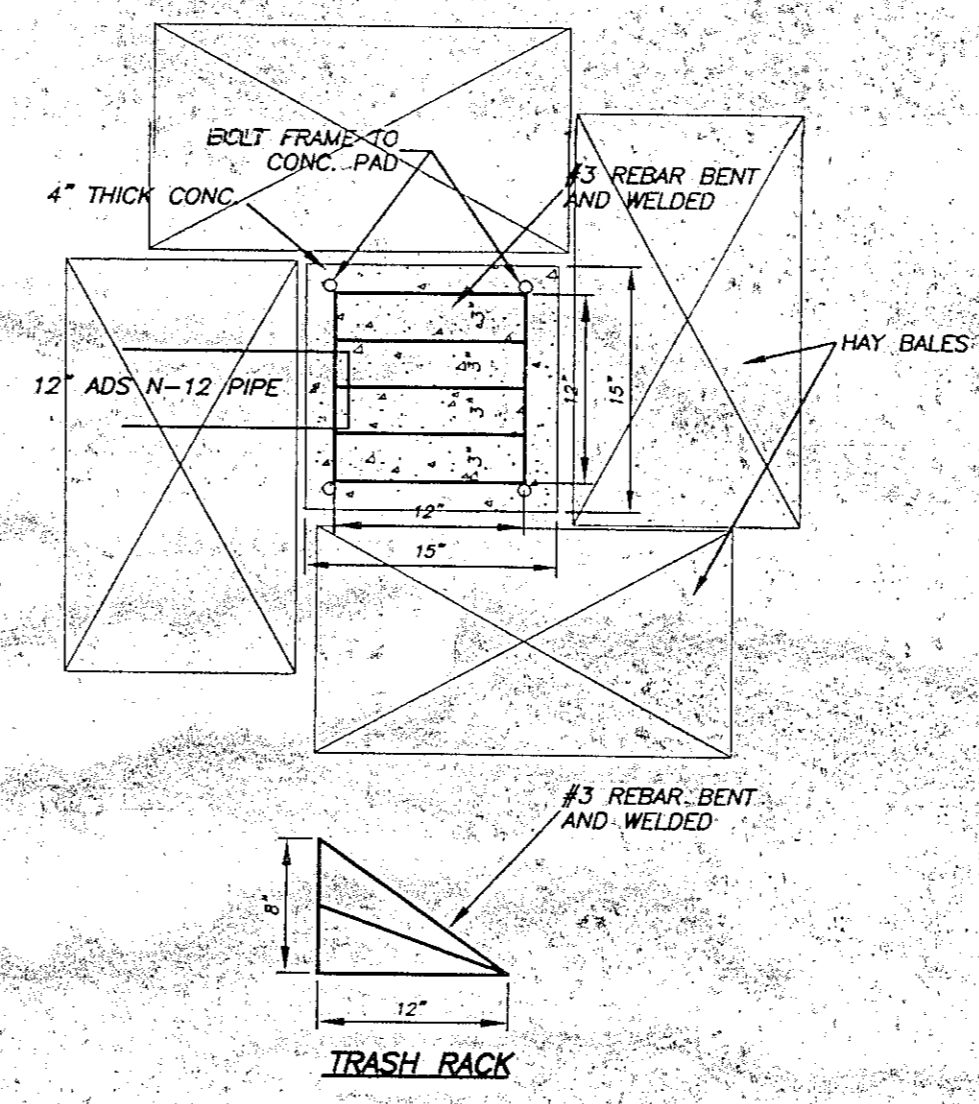
During all compacting operations, maintain optimum practicable moisture content required for compaction purposes in each lift of fill. Maintain moisture content required for compaction purposes in each lift of fill. Maintain moisture content uniform throughout the lift. If practicable, add water to the material at the site of excavation. Supplement, if required, by sprinkling the fill. At the time of compaction, the water content of the material shall be at optimum moisture content, plus or minus 2 percent. Do not attempt to compact fill material that contains excessive moisture. Aerate material by blading, discing, harrowing, or other methods to hasten the drying process.

Field density and moisture content shall be determined by an independent testing laboratory. Tests shall be performed in each lift of fill at a minimum frequency of one test per every 10,000 square feet to ensure compliance with density and moisture content requirements. All lifts not meeting the required moisture content or density shall be moisture conditioned, reworked, recompacted, and retested as necessary to meet the requirements.

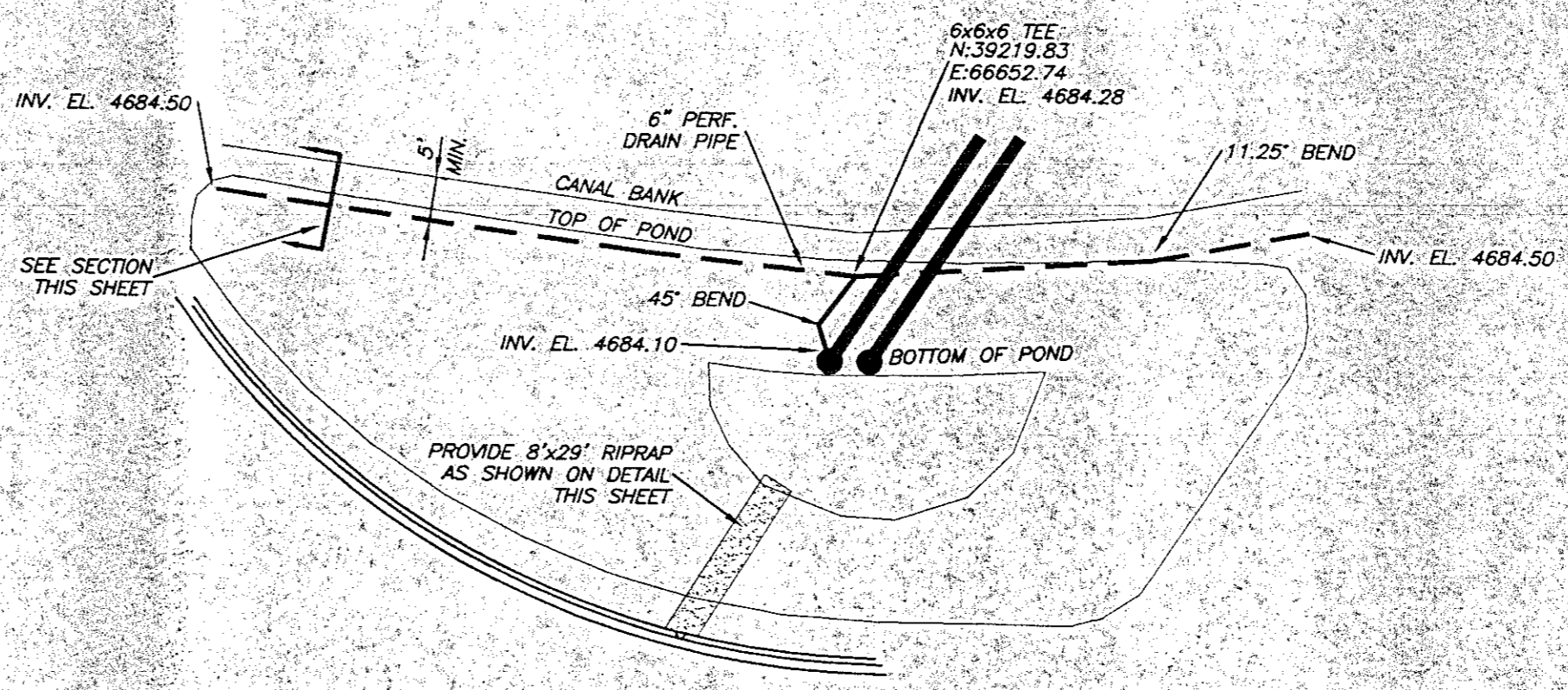
- Notes:**
1. See Erosion Control Detail Sheet 9 for Stormwater Management guidelines.
  2. See Master Legend Sheet 2 for a list of symbols and abbreviations.



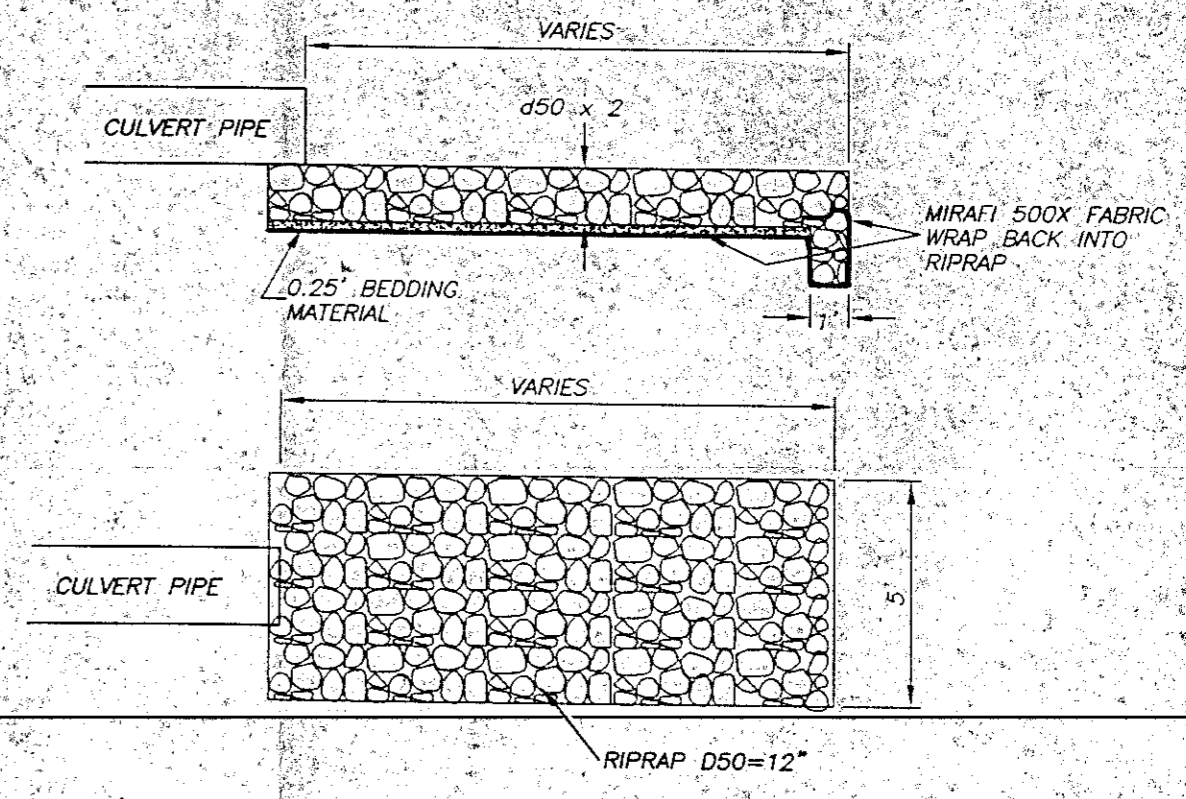
**GRATE DETAIL**  
NTS



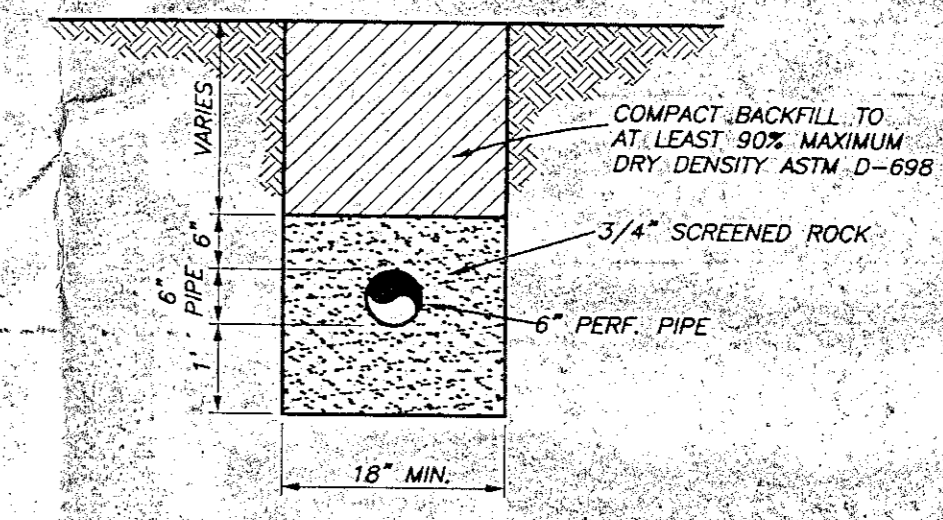
**TRASH RACK DETAIL**  
NTS



**6\"/>**



**CULVERT RIPRAP DETAIL**  
NTS



**PERFORATED PIPE DRAIN**  
NTS

**APPROVED FOR CONSTRUCTION**  
Sept, 2003

CITY OF GRAND JUNCTION ENGINEERING

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

BY: *[Signature]* DATE: 12-4-03

ACCEPTED AS CONSTRUCTED

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

**CALL BEFORE YOU DIG 1-800-922-1987**

NOTICE: FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.

DATE	NO.	REVISION	BY
2/12/02	1	REVISED OUTLET DETAILS	RLC
5/21/02	2	REVISE PER COMMENTS	RLC
7/31/03	3	Rev. Sheet Number	resk
	4	Job Number	
Sept. 2003	4	Approved for Construction	184

GRADING AND DRAINAGE DETAILS

CHK'D: BCH

DATE: April, 2003

ROCKY HEIGHTS SUBDIVISION

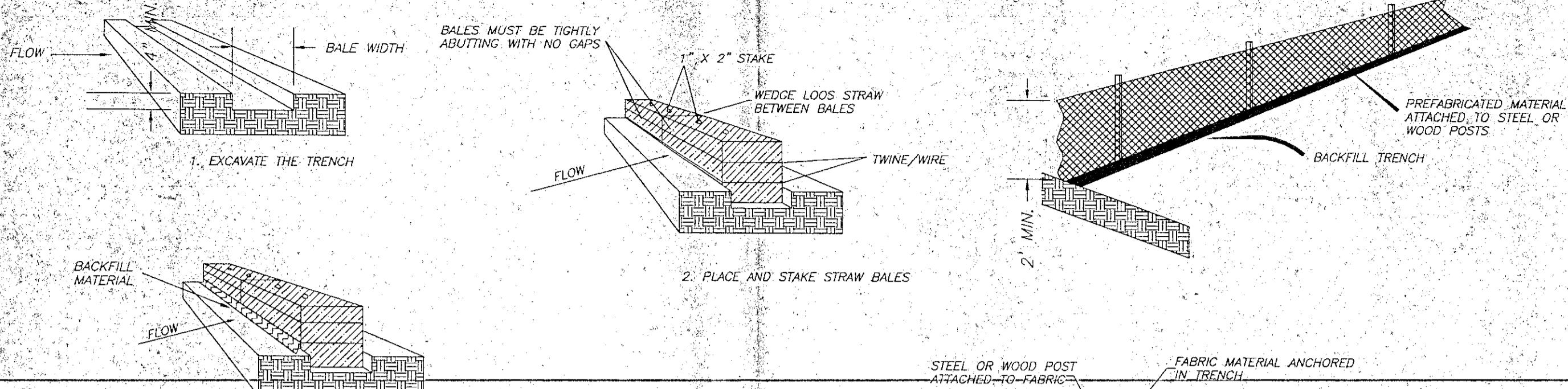
FILE NAME: 2003-17-GRADING

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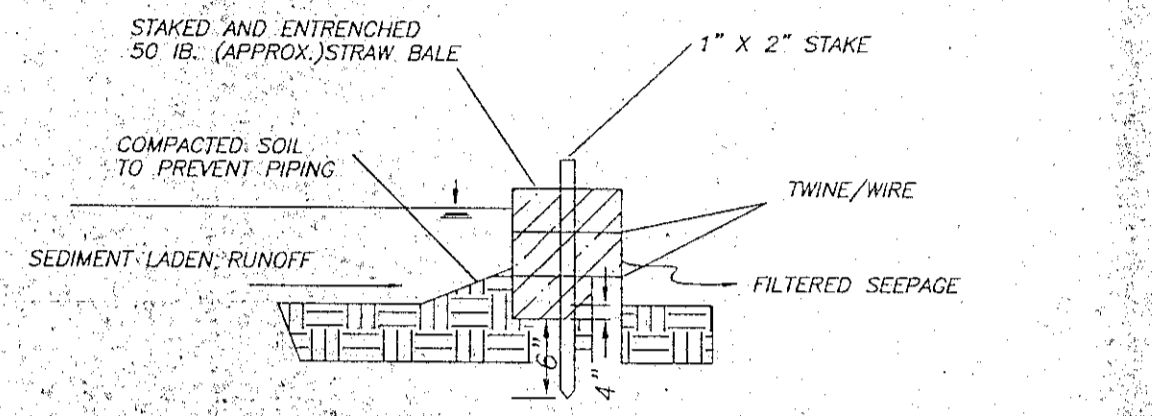
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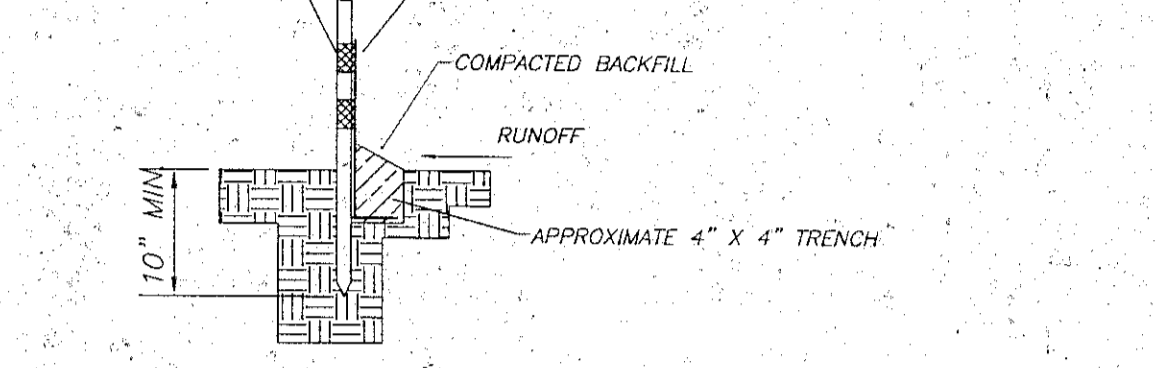
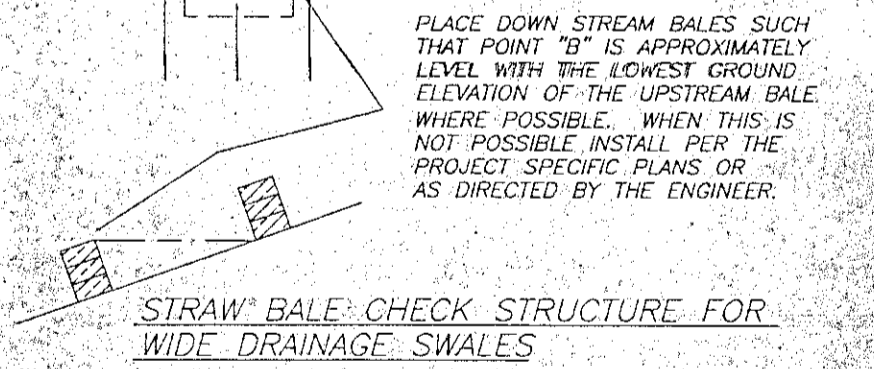
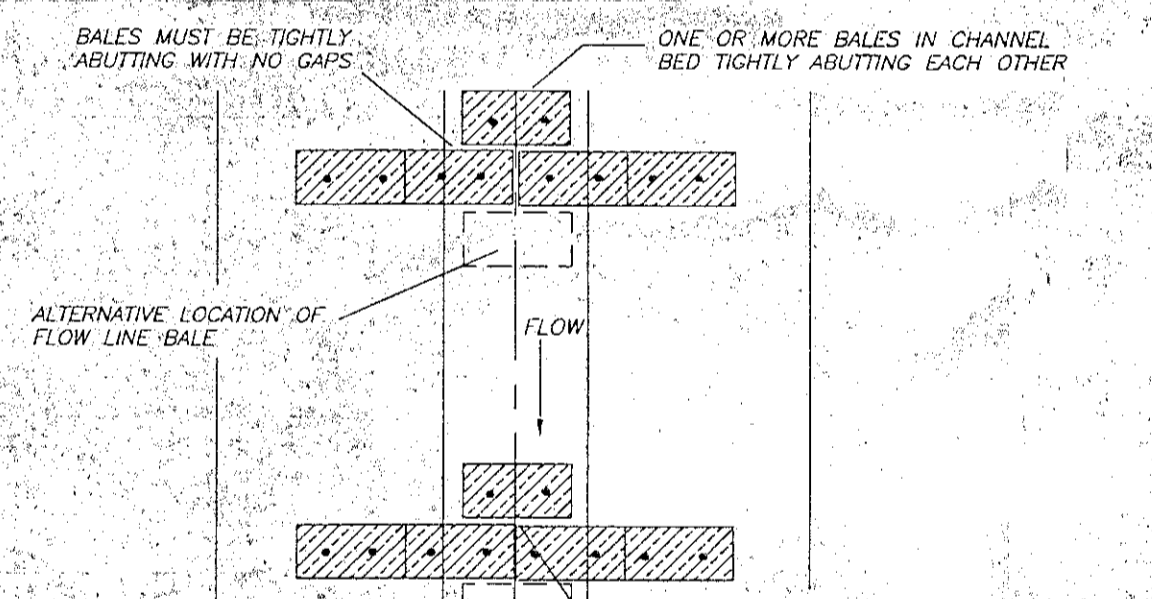
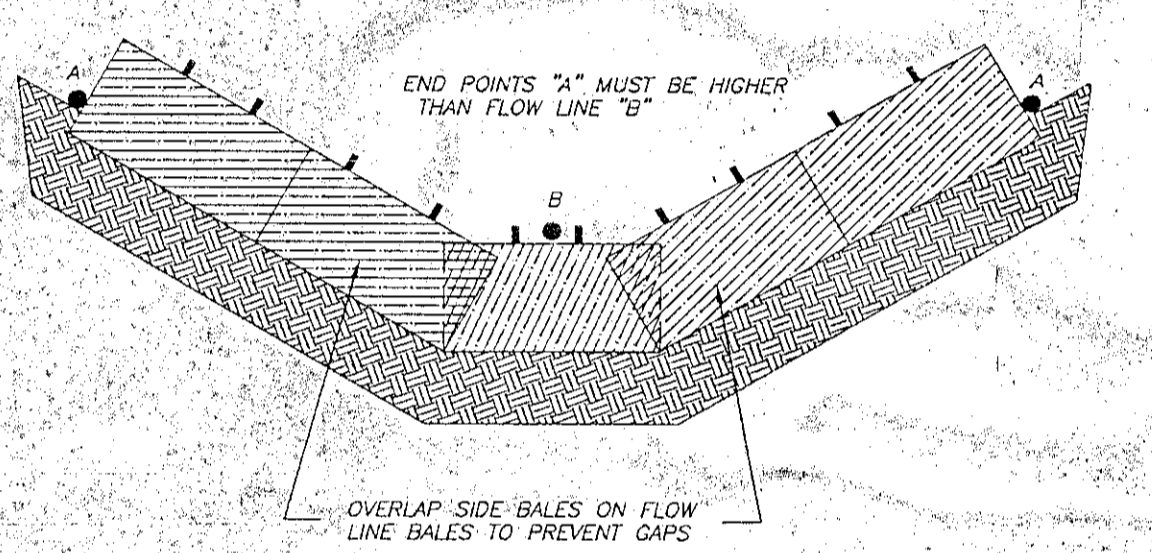
SHEET 7 OF 10



**INSTALLATION OF STRAW BALES**

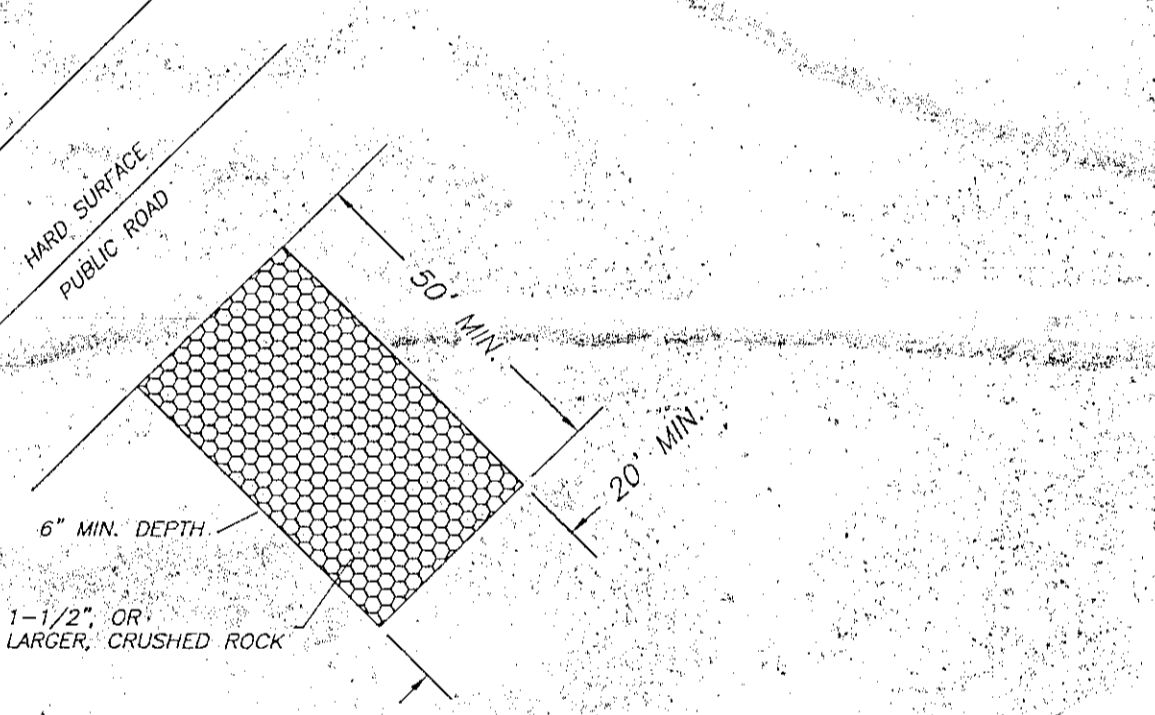


**CROSS-SECTION OF A PROPERLY INSTALLED STRAW BALE**

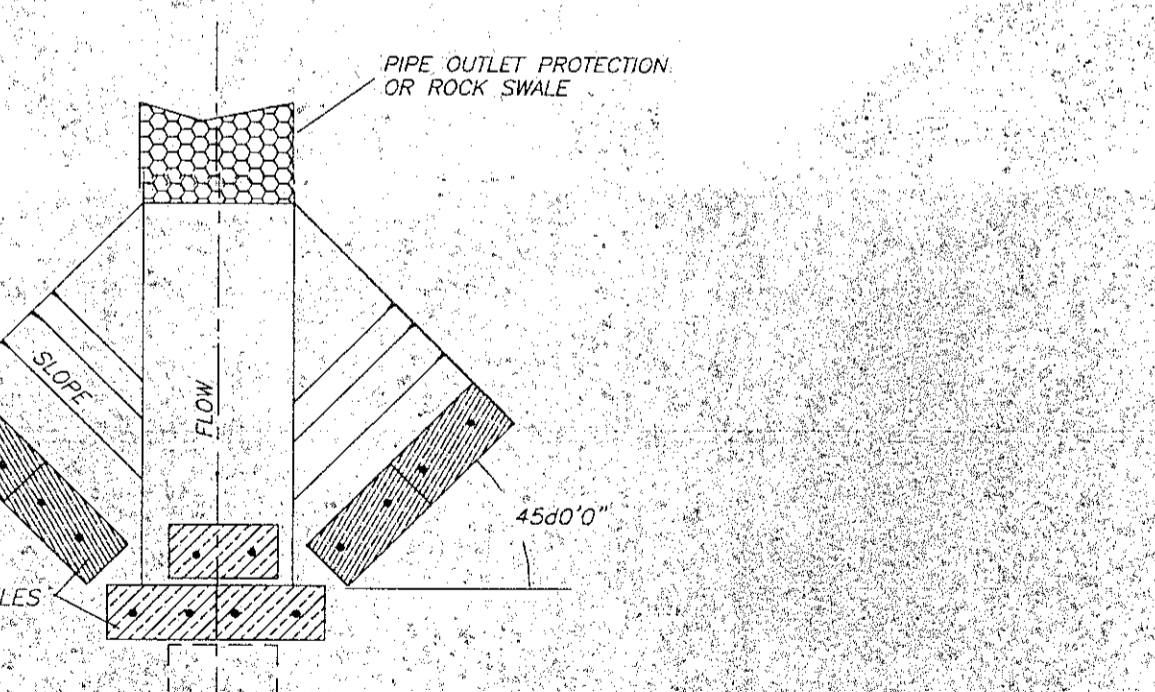


**INSTALLING A PREFABRICATED SILT FENCE**

- A. SEDIMENT FROM CONSTRUCTION TRAFFIC**
- ENTRY INTO, AND EXIT FROM THE SITE BY ALL VEHICLES SHALL BE THROUGH A CONSTRUCTION STAGING AREA CONSISTING OF A CRUSHED ROCK PAD 50 FEET LONG (MIN.) AND 20 FEET WIDE (MIN.) WITH A THICKNESS OF AT LEAST 6\"/>
  - CRUSHED ROCK SHALL BE 1 1/2 INCHES OR LARGER.
  - THE CRUSHED ROCK STAGING AREA SHALL BE IN PLACE WITHIN ONE WEEK AFTER OVERLOT GRADING COMMENCES.



**A CRUSHED ROCK CONSTRUCTION STAGING PAD**



**OUTLET STRAW BALE BARRIER**

**Seeding**

Planting of temporary or permanent vegetation on all disturbed areas.

- I. Application**
- Disturbed areas not designated for immediate construction or permanent landscaping shall be temporarily revegetated. In the event construction activity ceases for a period of sixty (60) calendar days, disturbed areas including cut and fill slopes shall be revegetated with an annual and perennial seed mixture as indicated on the Erosion Control Plan.
- II. Site Seed Mixture**
- 15% Annual Rye Grass
  - 25% Perennial Rye Grass
  - 12% Nordan Crested Wheatgrass
  - 12% Fairway Crested Wheatgrass
  - 12% Blue Gramma
  - 12% Red Fescue
  - 12% Buffalo Grass

A minimum of 5 lbs./acre shall be used and planted using drill seeding methods and 10 lbs./acre when using a broadcast method.

**III. Construction Guidelines**

Seeding in areas that are ungranted or that are not provided with sprinkling or watering systems, shall be restricted to the seasons described in Table S-1.

**TABLE S-1 SEEDING SEASONS**

ZONE	SPRING SEEDING	FALL SEEDING
Below 6000'	Spring thaw - June 15th	Sept. 1st - Consistent ground freeze
6000' - 7000'	Spring thaw - July 1st	Aug. 15th - Consistent ground freeze
7000' - 8000'	Spring thaw - July 15th	Aug. 1st - Consistent ground freeze
Above 8000'	Spring thaw (starts)	Consistent ground freeze (ends)

For the purpose of Table S-1 "spring thaw" is the earliest date when seed can be buried 1/2 inch into the soil through normal drill seeding methods. "Consistent ground freeze" is the latest date when seed can no longer be buried 1/2 into the soil through normal drill seeding methods.

During permanent seeding, apply topsoil prior to applying seed.

When use of fertilizers and herbicides is required, apply according to the manufacturer's recommended rates.

All seeding operations shall be performed at right angles to the slope.

When needed to improve germination of seeds, apply mulching immediately after seeding. Use soil retention blankets on steep slopes (2:1 and steeper). Some locations with 3:1 slopes facing south or west, or 20 feet or more high may also require soil retention blankets.

Seeded areas shall be inspected frequently. Areas with failures shall be repaired and reseeded within the planting season.

**Mulching**

Application of plant residues or other suitable material to the soil surface. Typical mulching material includes straw, hay, and wood cellulose fiber.

- I. Application**
- Used to provide temporary protection for exposed soils against erosion where temporary or permanent seeding operations are not feasible, especially during adverse growing seasons.
  - Used as part of seeding practices to protect newly seeded areas.
  - Used to protect soil stockpiles.

**II. Use Limitations**

Use only on disturbed areas as a temporary cover.

Hydraulic mulching with wood cellulose fibers shall be limited to slopes steeper than 3:1 or where access is limited.

**III. Construction Guidelines**

**Material**

Hay shall consist of native grasses free of noxious weed seeds. Straw shall consist of clean cereal grain.

Wood cellulose fiber shall consist of virgin wood cellulose processed into a uniform fibrous physical state. Tackifiers (for anchoring) shall consist of a free flowing non-corrosive powder produced from the natural plant gum of *Plantago Insularis* (Desert Indiantina). This material shall not contain any mineral filler, recycled cellulose fiber, dyes, or other substances which may inhibit germination or growth of plants.

**Spreading Procedure** Hay and straw mulch shall be spread at a rate of two tons per acre.

At a minimum, 50% of the mulch, by weight, shall be 10 inches or more than two inches.

Applied mulch shall reach a uniform distribution so that no more than 10% of the soil surface shall be exposed.

Hay and straw mulch shall be anchored to the soil surface using tackifiers, blankets, or nets, or with a mulch crimping machine. Mechanical anchoring is preferred and recommended for slopes flatter than 3:1. When using blankets or nets, these may need to be anchored to the soil with staples, or as required by the manufacturer's specifications.

Wood cellulose fiber mulch shall be mixed with water (maximum 50 lbs. of wood cellulose per 100 gallons of water) and a tackifying agent. Application shall be at a rate of 1500 pounds per acre with a hydraulic seeder or mulcher.

Tackifiers (for anchoring) shall be applied in a slurry with water and wood fiber (100 lbs. of powder and 150 lbs. of fiber per 700 gallons of water). Application rate of the powder shall be 100 lbs. per acre.

**Erosion Bale**

A temporary sediment barrier consisting of a row of entrenched and anchored straw, or hay bales.

- I. Application**
- Use as filters along the toe of fills.
  - Use as erosion checks in ditches.
  - Use for diversions and filters in unfinished drop inlets, culvert inlets, and outlets.

**II. Use Limitations**

Do not use if size of the drainage area is greater than 1/4 acre per 100 feet of barrier length.

Maximum slope length behind the barrier is 100 feet.

Maximum slope gradient behind the barrier is 50%.

In minor swales or ditch lines where the maximum contributing drainage area is no greater than one acre.

Where effectiveness is required for less than 3 months.

Under no circumstances should erosion bale barriers be constructed in active streams or in swales where there is the possibility of a washout.

Should be used only in areas of sheet flow or very low flow.

Not to be used where the control of sediment is critical or in high risk areas.

Not to be used where it cannot be entrenched as required and firmly anchored. Useful life of erosion bale barriers is relatively short; the barrier may have to be replaced one or more times during construction.

**III. Construction Guidelines**

All bales shall be either wire-bound or string-tied. Erosion bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales (in order to prevent deterioration of bindings).

The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked, the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 4 inches against the uphill side of the barrier.

Each bale shall be securely anchored by at least two 2"x2" stakes or #4 rebars driven toward the previously laid bale to force the bales together. Stakes or rebars shall be driven 12 inches minimum into the ground to securely anchor the bales.

The gaps between bales shall be filled by wedging with straw to prevent water from escaping between the bales. The main consideration is to obtain tight joints. Erosion bales will not filter sediment out of the water if the water is allowed to flow between, around, or under the bales. Loose straw or hay scattered over the area immediately uphill from an erosion bale barrier tends to increase barrier efficiency.

Since erosion bales deteriorate quickly, the inspection during construction shall be frequent and repair or replacement shall be made promptly as needed.

Erosion bales shall be removed when they have served their usefulness, but not before the upslope areas have been permanently stabilized.

Trenches where erosion bales were located shall be graded and stabilized.

**Sheet Flow Applications**

Bales shall be placed in a single row, lengthwise on the contour with ends of adjacent bales tightly abutting.

**Channel Flow Applications**

Bales shall be placed in a single row, lengthwise, oriented perpendicular to the contour, with ends of adjacent bales tightly abutting one another.

The barrier shall be extended to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale to assure that sediment-laden runoff will flow either through or over the barrier but not around it. Silt Fence

**Silt Fence**

A temporary vertical barrier of filter fabric attached and supported by posts and entrenched to the ground.

- I. Application**
- Used to intercept and detain small amounts of sediment from disturbed areas during construction operations to prevent sediment from leaving the site.
  - Used to decrease the velocity of sheet flows and low-to-moderate level channel flows.
  - Typically used along the toe of fills, in transition areas between cut and fills, adjacent to streams and along private property.
  - Also used around median and yard inlets as applicable, and behind curb and gutter to prevent silt of the pavement.

**II. Use Limitations**

Where the size of the drainage areas is no more than 1/4 acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50% (2:1).

On steep slopes care should be given to placing alignment of fence perpendicular to the general direction of the flow.

leaving in the filter fabric.

Should not be used in areas where rocky soils will prevent.

**III. Construction Guidelines**

**Materials**

The synthetic filter fabric shall conform to the requirements described in CDOT's Standard Specifications for Road and Bridge Construction.

The synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120 degrees F.

If a burlap is used, it shall be purchased in a continuous roll and cut to the length of the barrier to avoid than use of joints and thus improve the strength and efficiency of the barrier.

Posts for silt fences shall be metal or hardwood with a minimum length of 42 inches. Pine or wood shall not be used. Wood posts shall have a minimum diameter or cross section of 1.25 inches. Metal posts shall be "studded tee" or "T" type with minimum weight of 1.33 lbs./lin. ft., and they shall be protected against corrosion. Metal posts should also have projections for fastening wire to them.

Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 42 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

**Installation**

Silt fences must be located along a terrain contour and the area below the fence must be undisturbed or stabilized.

The posts shall be driven vertically into the ground to a minimum depth of 18 inches.

A trench shall be excavated approximately 6 inches wide and 6 inches deep along the line of posts and upslope from the barrier; the bottom one foot of the filter fabric shall be buried into this trench.

The trench shall be backfilled and the soil compacted.

The filter materials shall be fastened securely to metal or wood posts using wire ties or to the wood posts with 3/4 inch long #9 heavy duty staples. Filter material shall not be stapled to existing trees.

If a filter barrier is to be constructed across a ditch line or swale, the barrier shall be of sufficient length to eliminate end flow, and the plan configuration shall resemble an arc or horseshoe with the ends oriented upslope.

When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.

When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 3/4 inch long, the wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.

When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such cases, the filter fabric is stapled or wired directly to the posts with all other provisions of the above item applying.

Silt fences shall be periodically maintained to prevent sediment from passing over or under the fence. Sediments shall be removed from behind the silt fence when it accumulates to one-half the exposed fabric height.

Filter barriers shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

**Sheet Flow Applications**

The height of the silt fence shall be minimum 22 inches and shall not exceed 36 inches; higher fences may impound volumes of water sufficient to cause failure of the structure.

Posts shall be spaced a maximum of 10 feet apart. If an extra strength filter fabric without the wire support fence is used, maximum space shall not exceed 6 feet.

**Channel Flow Applications**

The height of the silt fence shall be a minimum of 15 inches and shall not exceed 18 inches.

Posts shall be spaced a maximum of 3 feet apart.

**Rock Properties**

Rock used for rip-rap or wire enclosed rip-rap should be hard, durable, angular in shape, and free from cracks, overburden, shale, and organic matter. Neither breadth nor thickness of a single stone should be less than 1/3 its length and rounded stones should be crushed. Rip-rap must sustain a loss of not more than 40 percent after 500 revolutions in an abrasion test (Los Angeles machine - ASTM C-535-69) and should sustain a loss of not more than 10 percent after 12 cycles of freezing and thawing (ASTM test 103 for ledge rock procedure A). Rock having a minimum specific gravity of 2.65 is preferred; however, in no case shall rock have a specific gravity of less than 2.50.

**Placement**

Contractor to over-excavate subgrade under rip-rap a depth of 6 inches. Place 6 inches of topsoil material over fabric and rip-rap over topsoil.

**Gradation of Rip-Rap**

Percent Smaller Than Given Size by Weight	Intermediate Rock Dimension (inches)	d50 (inches)
70-100	12	
50-70	9	6**
35-50	6	
20-10	2	
70-100	15	9**
50-70	12	
35-50	9	
20-10	3	
70-100	21	12
50-70	18	
35-50	12	
20-10	4	
100	30	18
50-70	24	
35-50	18	
20-10	6	
100	42	24
50-70	33	
35-50	24	
20-10	9	

\*d50 = MEAN PARTICLE SIZE

\*\* BURY WITH NATIVE TOP SOIL AND REVEGETATE TO PROTECT FROM VANDALISM.

**Maintenance**

The Contractor shall be solely responsible for monitoring and maintenance of the erosion control facilities on a daily basis.

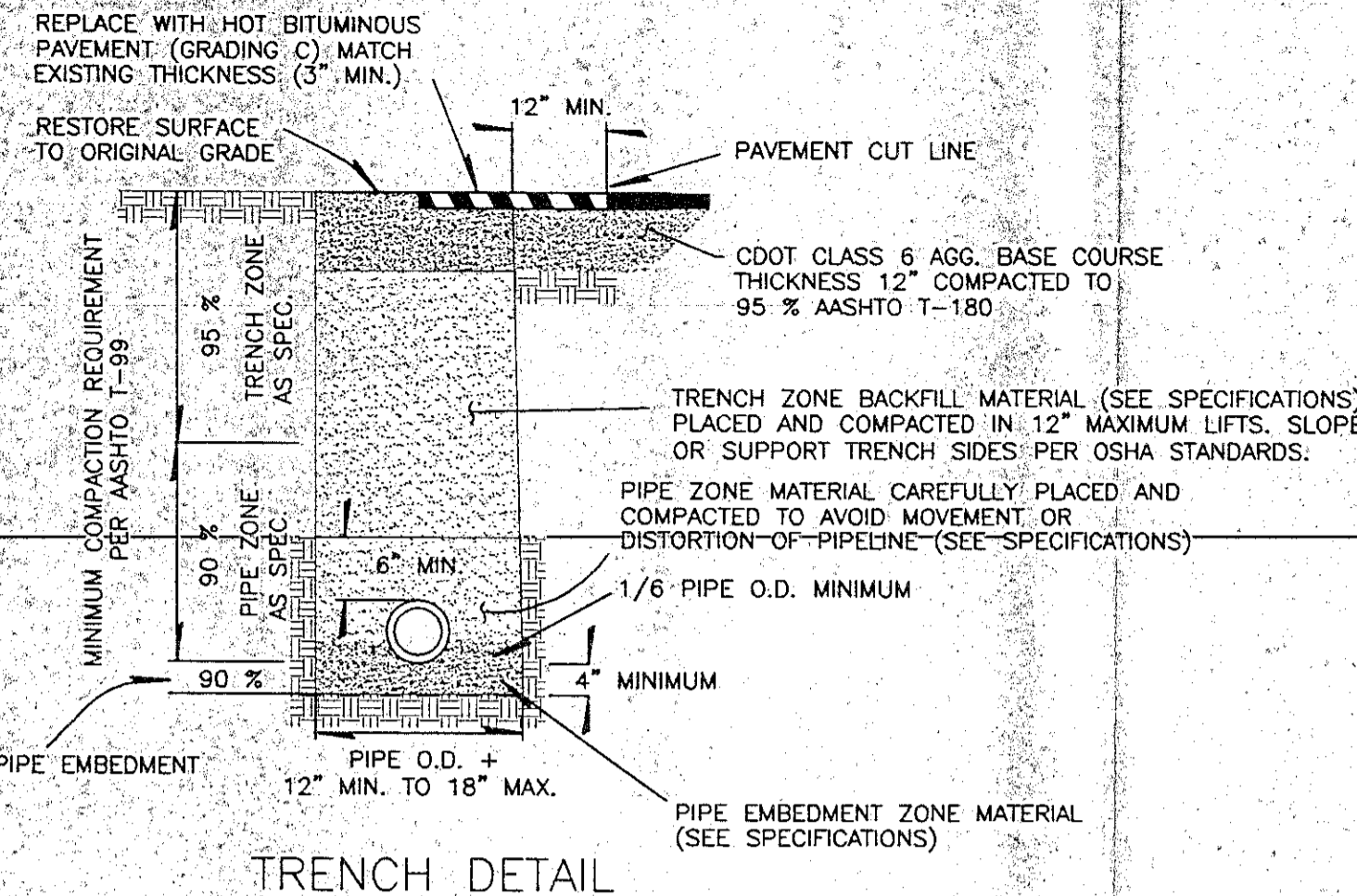
REV. NO.	DATE	BY	REVISION
1	4/01/03	Rev Sheet Numbers & Dates	Rev
2	Sept., 2003	Approved for Construction	Rev

**EROSION CONTROL DETAIL SHEET**  
 CHECKED BY: [ ]  
 DRAWN BY: [ ]  
 DATE: March 2003  
 PROJECT NO.: 200317-17-EGC

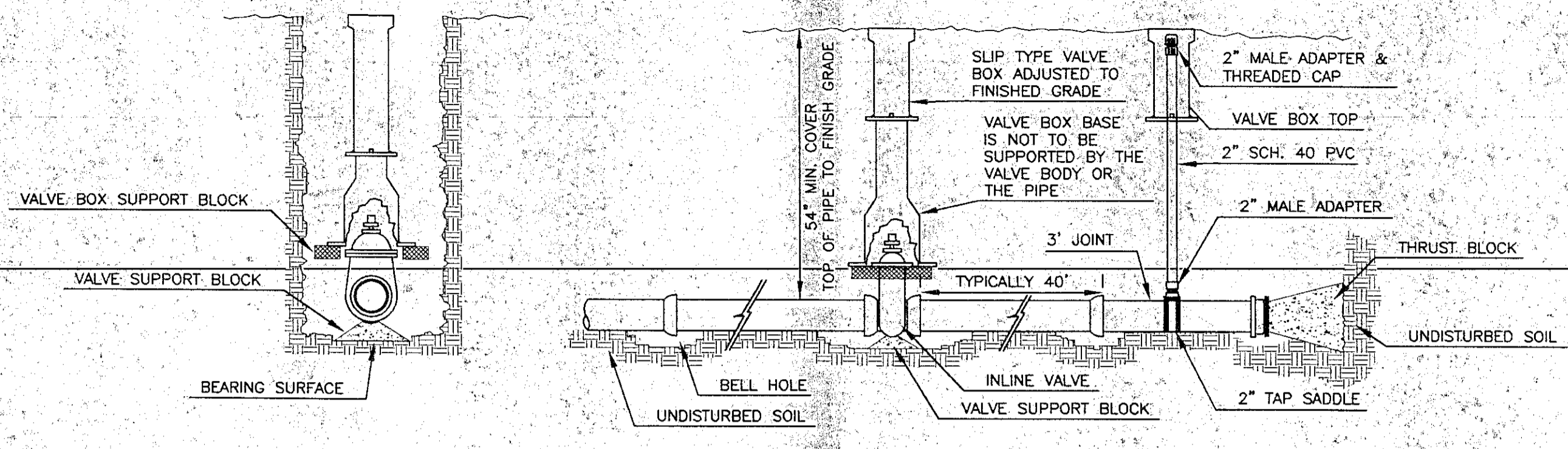
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**LANE DESIGN**  
 1934  
 8 OF 10

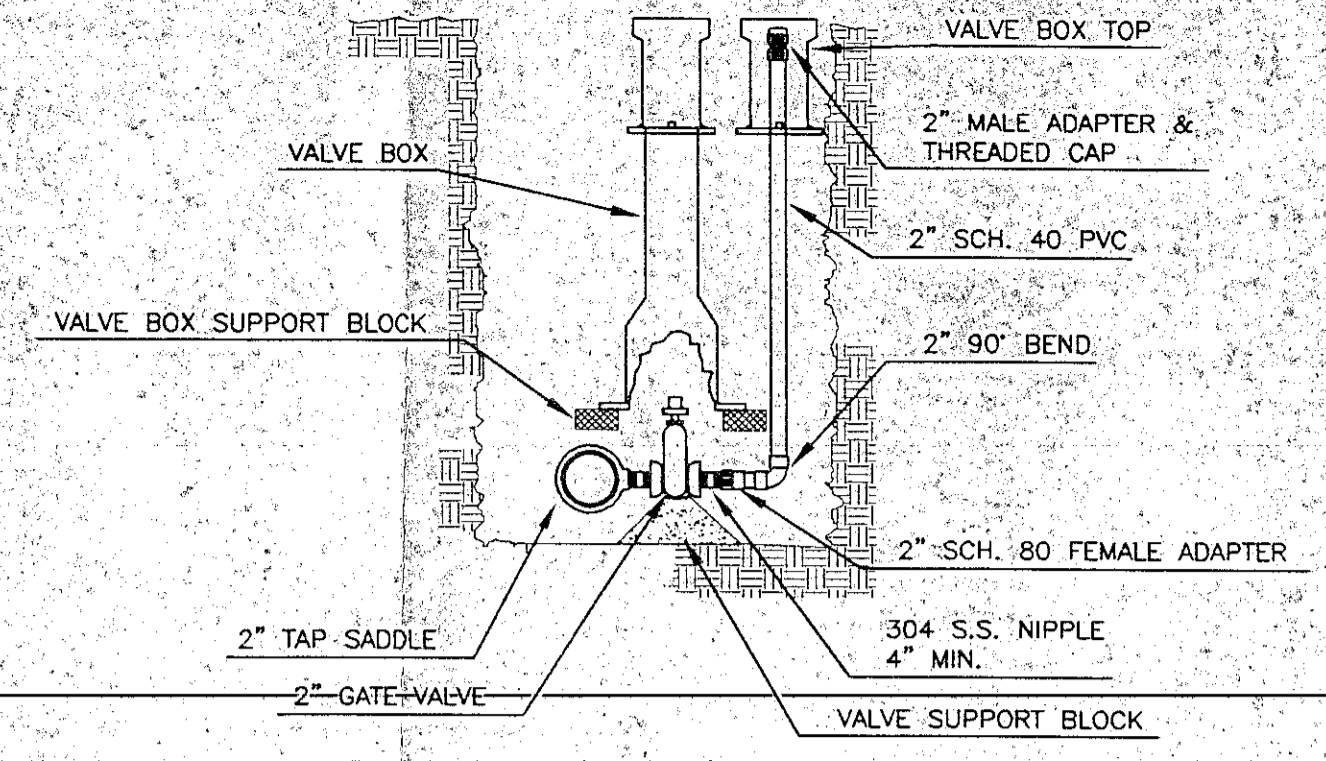




TRENCH DETAIL

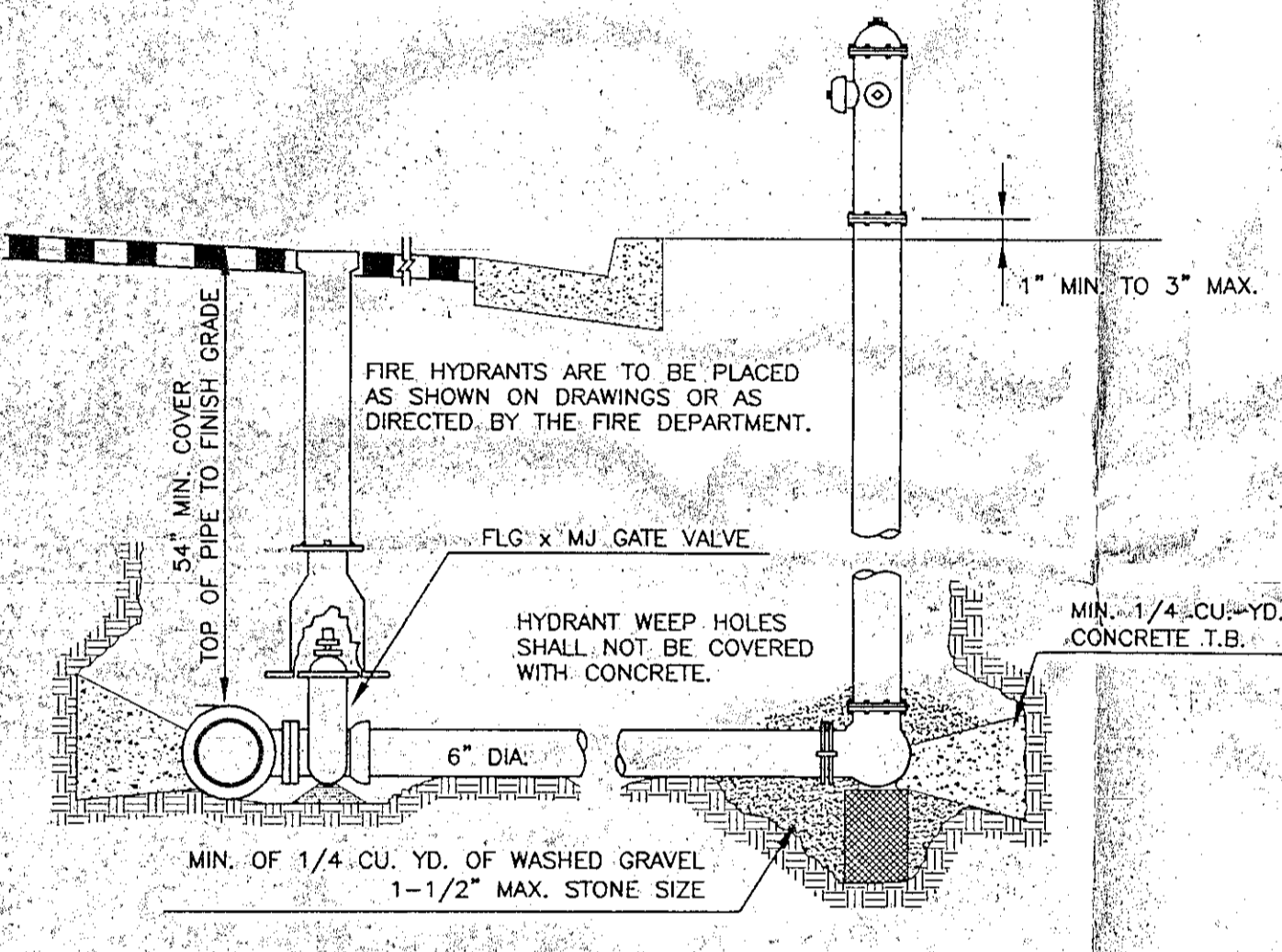


VALVE INSTALLATION, LINE TERMINATION & TYPE 'A' BLOWOFF

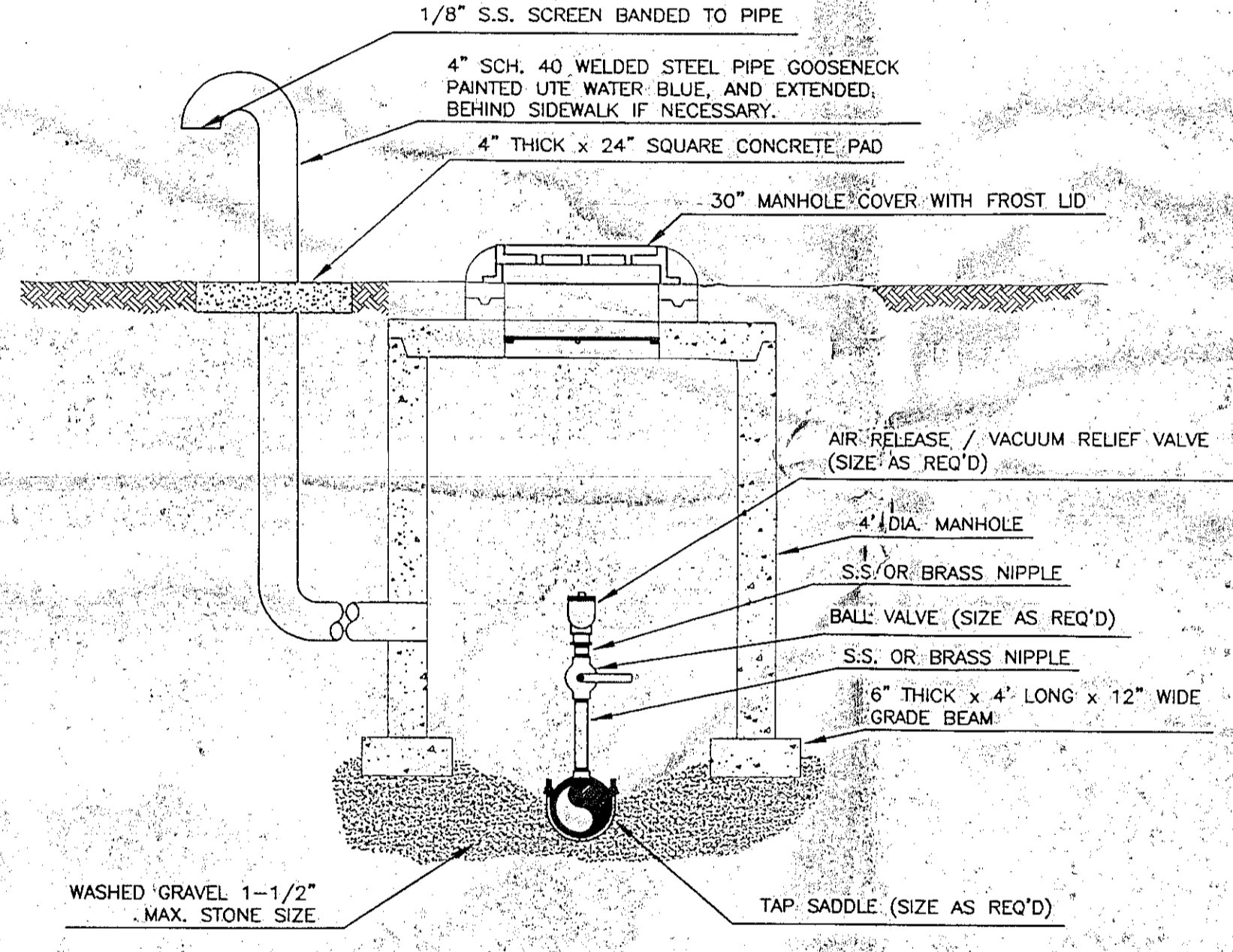


TYPE 'B' BLOWOFF

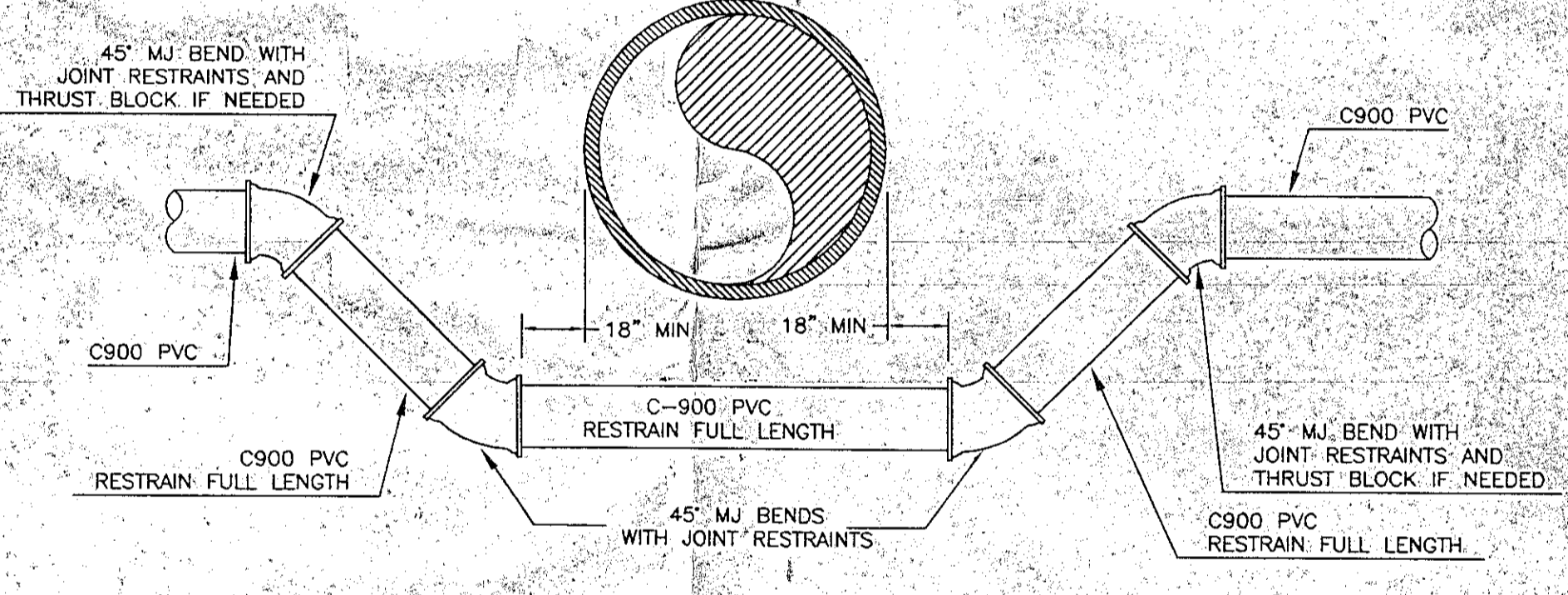
NOTE: USE TYPE 'B' BLOWOFF ON 6" OR LARGER WATER LINES WHEN THEY TERMINATE IN A CUL-DE-SAC OR ON THE END OF WATER LINES THAT WILL BE CONNECTED TO EXISTING WATER LINES OR WHEN INDICATED.



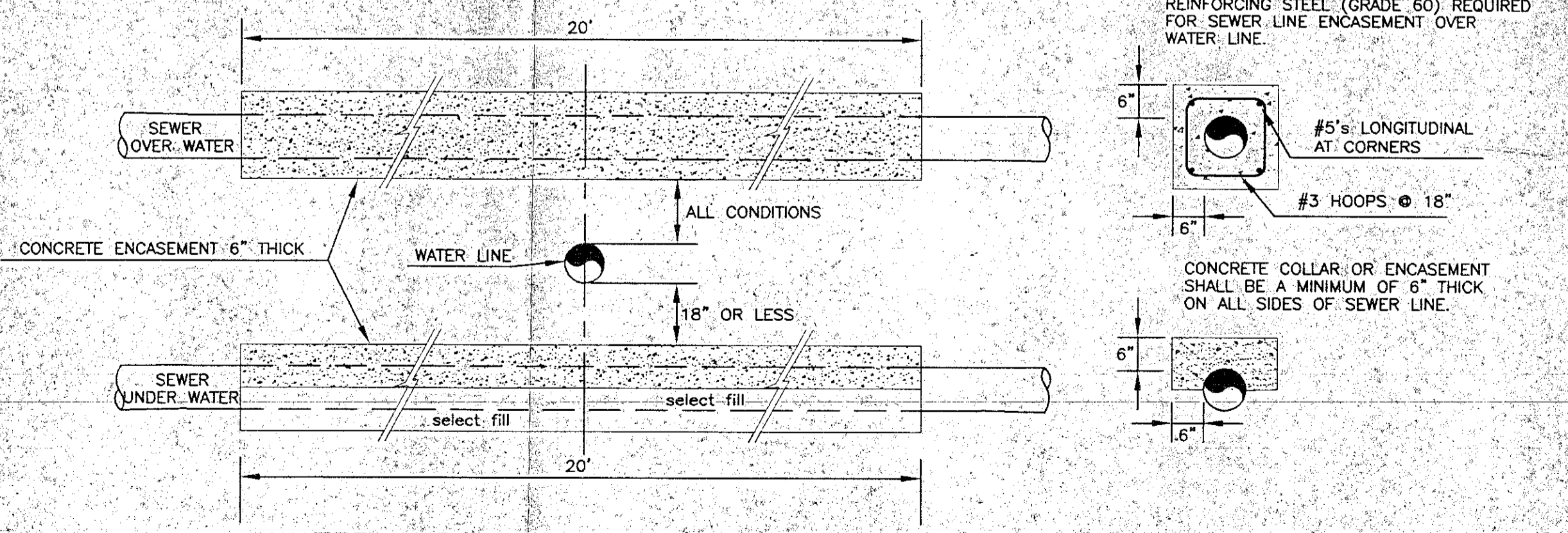
FIRE HYDRANT DETAIL



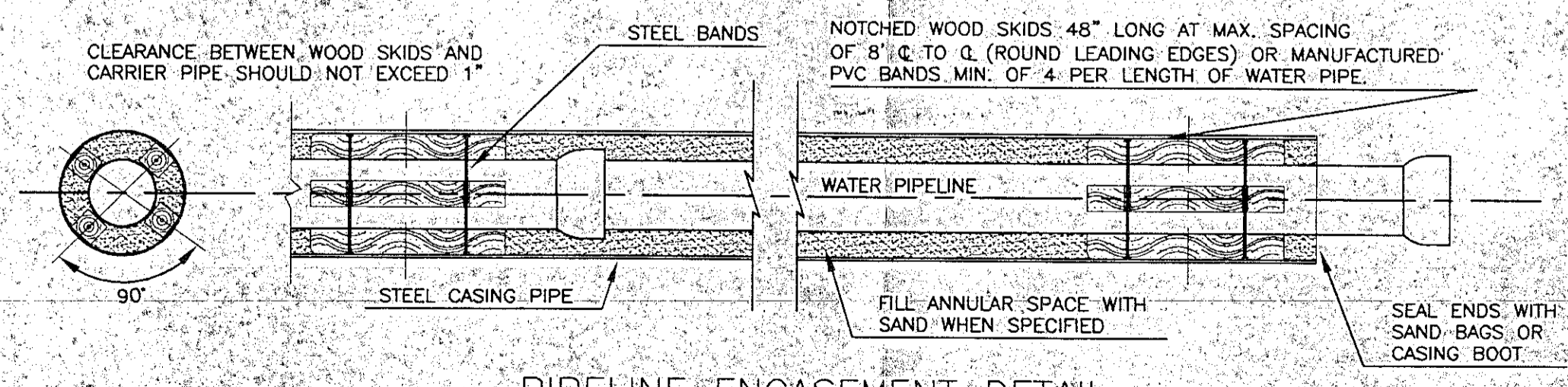
AIR RELEASE/ VACUUM RELIEF VALVE DETAIL



OPEN CUT CROSSING UNDER CONDUIT



WATER AND SEWER LINE CROSSINGS



PIPELINE ENCASMENT DETAIL

DATE:	NO.:	BY:
4/01/03	1	Rev. Sheet Number
		& Job Number
		Approved for Construction
		Sept. 2003

UTE WATER  
CONSERVANCY DISTRICT  
STANDARD DETAIL SHEET 1

ROCKY HEIGHTS SUBDIVISION

PROJECT NO. 200317 FILE NAME 2003-17-016-det1

DATE: April 2003

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