

# RECEIPT OF APPLICATION

DATE BROUGHT IN: 5/8/03  
CHECK #: 7691 AMOUNT: 830.00  
DATE TO BE CHECKED IN BY: 5/13/03  
PROJECT/LOCATION: 2933 3 1/2 Rd

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



# General Meeting/Pre-Application Conference Checklist

Date 6/3/02

Applicant Jay Kee & Cheri Jacobson Phone \_\_\_\_\_ Tax Parcel # 2943-324-00-007

Location Buena Vista Proposal Annex, Rezone, PP

Meeting Attendees Pat C., Eric H.

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

## ZONING & LAND USE

- Zoning: Res Med Low 2-4
- Future Land Use Designation:
- Growth Plan, Corridor & Area Plans Applicability:

## OFF-SITE IMPACTS

- access/right-of-way required
- traffic impact
- street improvements
- drainage/stormwater management - Detention
- availability of utilities

## SITE DEVELOPMENT

- bulk requirements
- traffic circulation
- parking (off-street: handicap, bicycle, lighting)
- landscaping (street frontages, parking areas)
- screening & buffering
- lighting & noise
- signage

## MISCELLANEOUS

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

## OTHER

- related files \_\_\_\_\_
- neighborhood meeting

## FEES

- application fee: \_\_\_\_\_  
Due at submittal. Checks payable to City of GJ
- Transportation Capacity Payment (TCP):
- Drainage fee:
- Parks Impact Fee: \$225 per lot at Plat recording
- Open Space Fee or Dedication: 10% of property value based on a M.A.I. app. also. Payment due at time of plat recording
- School Impact Fee:
- Recording Fee:
- Plant Investment Fee (PIF) (Sewer Impact):

## PROCESSING REQUIREMENTS

- Documents - ZDC, SSID, TEDS, SWMM
- Submittal Requirements/Review Process
- Annexation (Persigo Agreement)

## PLANNER'S NOTES

- Submit legal description of least 2 links prior to submittal so that a connection definition can be prepared.
- Request for names and addresses must be submitted at least 2 weeks prior to application submittal.
- If 3-5 lots or more being created, a neighborhood meeting is required. Mtg must be held at least 2 weeks prior to application submittal.
- Rezone criteria must be addressed in general project report.
- Connection to R/W required along with stub outs to west and south.
- off-site roads need at least a 22' pavement width.
- If vacation of R/W is proposed, Vacation Criteria must be addressed in the general project report.
- Geo-tech report needs to address ground water levels from irrigation.
- May have to acquire off-site R/W on prop. to south to meet pavement width.
- Street lights required.

Planner's Name:

*Pat Cecil*

# SUBMITTAL CHECKLIST

Date: *4/16/03*

MAJOR SUBDIVISION: FINAL

Expiration Date: 6 months from above date

Location: *2933 B 1/2 Rd.*

Project Name: *Crista Lee Sub.*

ITEMS	DISTRIBUTION																																					
	SSID Reference	City Community Development	City Development Engineer	City Utility Engineer	City Real Estate Manager	City Parks/Recreation	City Attorney	City Fire Dept / Clifton Fire Dept	City Police Department	City Transportation Engineer	City Downtown Dev. Authority	City Addressing	City Code Enforcement	City G.J. Planning Commission	County Planning	Building Department	Walker Field Airport	School District #51	Quest	Erzal	GVRP	Cable	Water District <i>WTC</i>	Sewer District <i>OM</i>	Drainage District <i>OM</i>	Irrigation District <i>OM</i>	CDOT	RTPO	Corps of Engineers	Urban Trails	State Health Department	Colorado Geologic Survey	U.S. Postal Service	Other <i>Mesa Co P.W.</i>	Total required			
● Application Fee \$ <i>830.00</i>	VII-1	1																																				
● Development Application Form*	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Submittal Checklist*	VII-4	1																																				
● Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Location Map	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Names & Addresses* Fee \$	VII-3	1																																				
● General Project Report	X-08	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
○ Site Plan	IX-31	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● Composite Plan	IX-08	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● 11" x 17" Reduction of Composite Plan	IX-08	1				1	1							1	1			1	1	1	1	1	1	1	1	1												
● Final Plat (X-18a)	IX-12	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
● 11" x 17" Reduction of Final Plat	IX-12	1												1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title/Lease Agreement	VII-2	1			1	1																																1
● Legal Description	VII-3	1			1																																	
● Conveyances	VII-3	1	1	1	1	1	1																															
○ Avigation Easement	VII-1	1			1	1																																
○ ROW	VII-3	1	1	1	1	1	1																															
● DIA/Guarantee*	VII-2	1	1	1			1																															
● County Treasurer's Tax Certificate	VII-2	1					1																															
● Appraisal of Vacant Land	VII-1	1			1	1																																
○ CDOT Access Permit	VII-4	1	1																																			
○ 404 Permit/Delineate Wetlands	VII-4	1	1																																			
○ Floodplain Permit/delineate floodplain/floodway	VII-4	1	1																																			
● Detail Sheet	IX-09	1	2																																			
● Inside Cover Sheet	IX-15	1	2																																			
● Road Cross-sections	IX-28	1	2																																			
● Roadway Plan and Profile	IX-29	1	2																																			
○ Water System Design Report	X-17	1	1	1																																		
○ Sewer System Design Report	X-13	1	1	1																																		
● Water & Sewer Plan and Profile	IX-35	1	2	1			1																															
● Drainage & Irrigation Check Sheet*	XI-02	1																																				
● Final Drainage Report	X-5,8	1	1																																			
● Grading and Drainage Plan	IX-14	1	2																																			
○ Storm Drainage Plan-Drawing/Report	IX-32	1	2																																			
○ Stormwater Management Plan	X-14	1	1																																			
● Transaction Screen Process/Phase II Environmental <i>Radiation Survey</i>	X-10,16	1	1																																			
● Final Geotechnical Report	X-07	1	1																																			
● Landscape Plan <i>Tract 4 &amp; B</i>	X-19,23	2	1	1																																		
● Covenants, Conditions & Restrictions	VII-2	1	1				1																															
● Fire Flow Form*	XI-3	1	1				1																															

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



# General Meeting/Pre-Application Conference Checklist

Date 4/16/03

Applicant Alan Helmick Phone 874-8913 Tax Parcel # 2943-293-00-141

Location 2933 B 1/2 Rd. Proposal Final Plat

Meeting Attendees \_\_\_\_\_

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

## ZONING & LAND USE

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

## OFF-SITE IMPACTS

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

## SITE DEVELOPMENT

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

## MISCELLANEOUS

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

## OTHER

- a. related files \_\_\_\_\_
- b. neighborhood meeting \_\_\_\_\_

## FEES

- a. application fee: \$830.00  
Due at submittal. Checks payable to City of GJ
- b. Transportation Capacity Payment (TCP):
- c. Drainage fee:
- d. Parks Impact Fee: -\$225 per lot at recording
- e. Open Space Fee or Dedication: - 10% of value of property based on a M.A.T. appraisal at recording.
- f. School Impact Fee:
- g. Recording Fee: - Due at recording
- h. Plant Investment Fee (PIF) (Sewer Impact):

## PROCESSING REQUIREMENTS

- a. Documents - ZDC, SSID, TEDS, SWMM
- b. Submittal Requirements/Review Process
- c. Annexation (Persigo Agreement)

## PLANNER'S NOTES

- 1) Provide access to property on the west side of main access Road
- 2) Provide easements for off-site users of irrigation water.
- 3) Note on the final plat recommendations of GCS.





# 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:**

2933 B 1/2 Road

**Site Tax No.(s):**

2943-293-00-141

**Site Acreage/Square footage:**

6 AC. +/-

**Site Zoning:**

RSF-4

**Project Description:**

21 Single Family Lots

Alan Helmick

Alan Helmick

Vista Engineering Corp.

Property Owner Name

Developer Name

Representative Name

721 Main St., Ste. 4

721 Main St., Ste 4

2777 Crossroads Blvd.

Address

Address

Address

Delta, CO 81416

Delta, CO 81416

Grand Jct., CO 81506

City/State/Zip

City/State/Zip

City/State/Zip

(970) 874-8913

(970) 874-8913

(970) 243-2242

Business Phone No.

Business Phone No.

Business Phone No.

E-Mail

E-Mail

banner@wic.net

E-Mail

Fax Number

Fax Number

(970) 243-2810

Fax Number

Contact Person

Contact Person

Patrick O'Connor

Contact Person

Contact Phone No.

Contact Phone No.

(970) 243-2242, ex. 204

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

5-6-03

Date

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

5-6-03

Date

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: May 6, 2003 To Review Agency: City Community Development

File No: FP-2003-101 Staff Planner: Pat Cecil  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Crista Lee Subdivision

Location: 2933 B 1/2 Road

Development Review Meeting Date: 6/17/03  
*(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)*

6/16/03

**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 \_\_\_\_\_

## General Meeting Notes – 2933 B-1/2 Rd.

6/3/2002

Major Sub. (~20 lots)

Planner: Pat C.

Engineer: Eric H.

also attended: George M., Hank M.

Water: fire flow form  
Sewer: in B-1/2 Rd.  
Drainage: detain or retain per SWMM (see notes below)  
Flood plain: --  
Wetlands: --  
Access: see notes below  
Site circulation: --  
TCP: yes  
CDOT permit: --  
Street class: Minor Arterial (B-1/2 Road)  
Street improvements: yes (see notes below)  
Other: --

### **Streets/Traffic notes:**

Must construct half-street improvements to B-1/2 Road, Mesa County is currently designing improvements to B-1/2 Road, contact Mesa County for centerline profile to design to. Access intersections must meet TEDS requirements for spacing, stacking, etc. Must stub streets to east property line, location of stub must not adversely impact existing residence on adjacent property. City Traffic Engineer's office will analyze need for left/right turn lanes.

### **Drainage notes:**

Must detain or retain runoff per requirements of SWMM. The developer is encouraged to design the project to allow the detention pond to be abandoned and runoff to be directed into the storm drain that is expected as part of the County's future improvements to B-1/2 Road. Soils report must address the maximum expected groundwater elevations and how groundwater will impact the project design.

### **Utility notes:**

Must provide a Fire Flow Form filled out by the water supplier. Contact City Utility Engineer to verify whether existing water easement may be vacated.

**From:** Hank Masterson  
**To:** Pat Cecil  
**Date:** 6/3/02 3:44PM  
**Subject:** Weekly meetings--Fire comments

Pat,

1. For 2943-324-00-007: Complete a Fire Flow Form; submit a utility composite with fire hydrants and water mains&sizes shown.

~~2. For 2943-293-00-141: Complete a Fire Flow Form; Submit a utility composite with hydrants, mains and main sizes shown; design the driveway entrance to all flaglots to meet fire department turn radius minimums.~~

Thanks,



hank










2943-324-00-007

1











**Cell Towers**

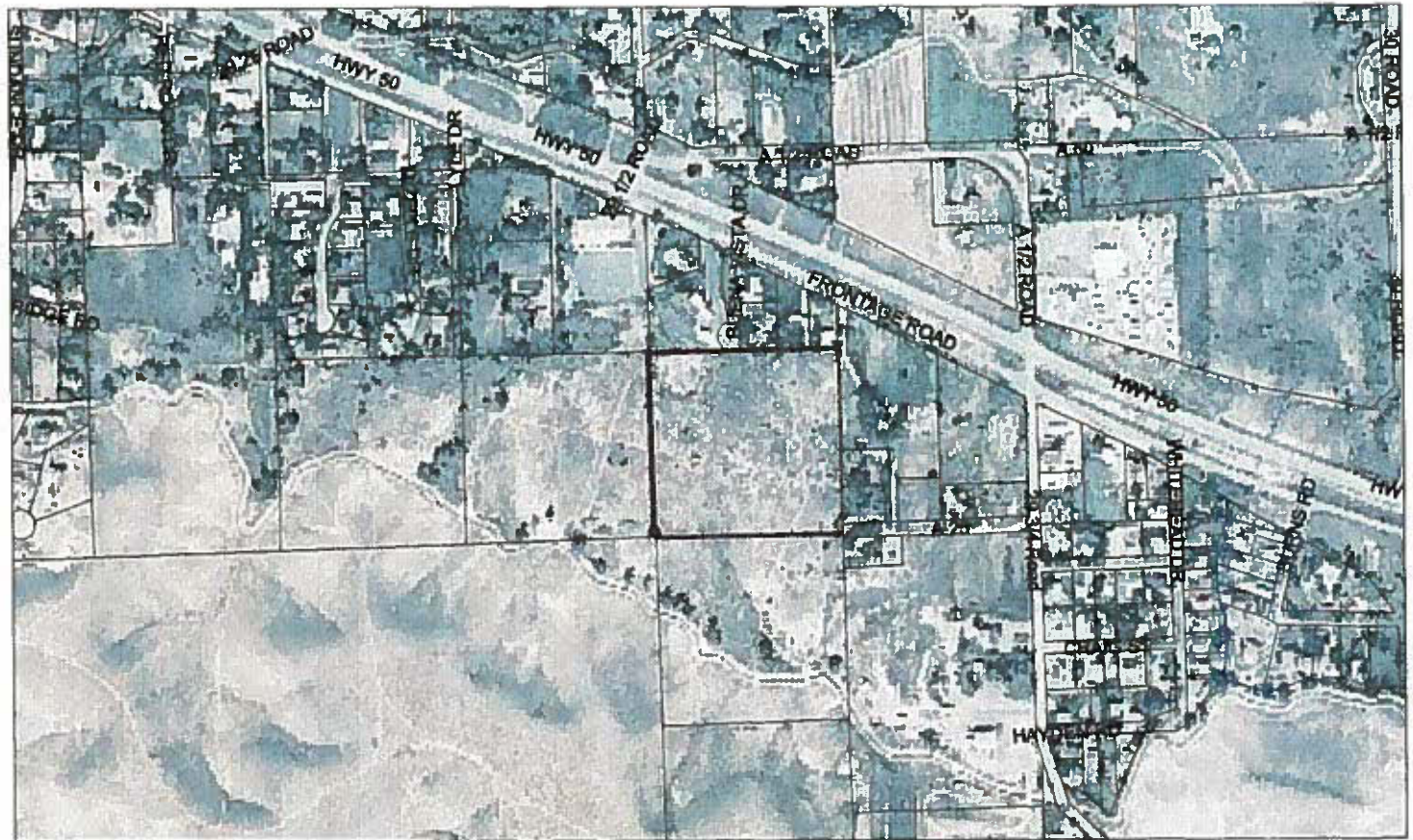
  **Flood Plain Information**

-  Floodway
-  100-Year Floodplain
-  500-Year Floodplain
-  Outside 500-Year Flood...
-  Between 100 & 500-yr, ...
-  Minimal flooding
-  Deleted

**ZOOM IN FOR ZONING**

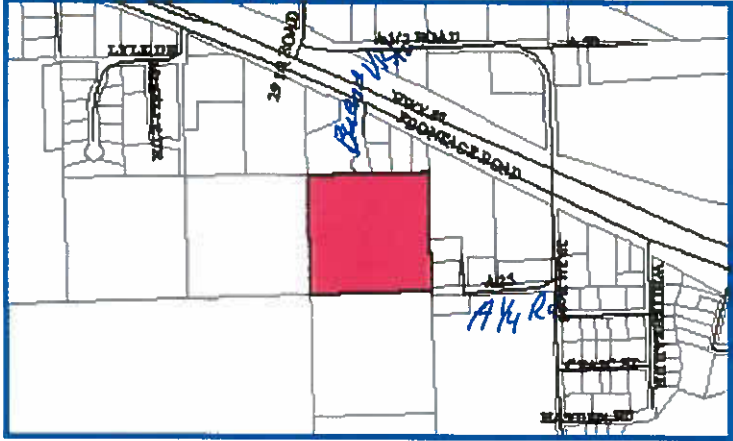
**ZONING**

-  RSF-R
-  RSF-E
-  RSF-1
-  RSF-2
-  RSF-4
-  RMF-5
-  RMF-8
-  RMF-12
-  RMF-16
-  DMC 24



SCALE 1 : 7,735



Select one and then click on an area of the map	
<input checked="" type="radio"/> Zoom In <input type="radio"/> Zoom Out <input type="radio"/> Pan <input checked="" type="radio"/> Identify Parcel <input type="radio"/> Refresh	
	<p><input checked="" type="checkbox"/> Incorporated Areas</p> <p>Select Items to Draw:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Roads</li><li><input checked="" type="checkbox"/> Road Names</li><li><input type="checkbox"/> BLM Lands</li><li><input type="checkbox"/> State Lands</li><li><input checked="" type="checkbox"/> Parcel Lines</li><li><input type="checkbox"/> Township</li><li><input type="checkbox"/> Sections</li></ul> <p><input type="button" value="Draw"/> <input type="button" value="Instructions"/></p> <p><a href="#">New Search</a></p>
<p><b>Parcel Number:</b> 2701-072-00-521</p> <p><b>Address:</b></p> <p><input type="button" value="View Image of Selected Parcel"/></p>	<p>Enter a Parcel Number to view detailed information</p> <p><input type="text" value="2701-072-00-521"/> <input type="button" value="View"/></p>

## 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



Ms. Jo Mason  
2893 North Ave., Unit B  
Grand Junction, CO 81501

June 7, 2002

Dear Jo,

Re: AP 2043-324-00-007

Attached are the checklist and associate notes/comments from the General Meeting that occurred on June 3, 2002, for a proposed annexation, rezone, vacation of right-of-way and a preliminary plan on approximately 10 acres.

The comments and notes are general in nature, and are intended to aid you in the preparation of the formal application packet. More specific comments will be supplied upon review of the formal application and associated materials by all affected/commenting agencies through the Development Review process.

If you have any questions regarding the information being supplied, or regarding the review process, please feel free to contact me at 244-1439.

Sincerely

A handwritten signature in cursive script that reads "Pat Cecil".

Pat Cecil  
Development Services Supervisor

Attachments : Application packet with notes/comments



BOBBY R FIX  
SHERRY A  
2924 EL TORRO RD  
GRAND JUNCTION, CO 81503-2926

JULIAN D GONZALES  
2926 EL TORRO RD  
GRAND JUNCTION, CO 81503-2926

ROBERT W CHAPIN  
TALLIS K CHAPIN  
2928 EL TORRO RD  
GRAND JUNCTION, CO 81503-2926

PETER G DICKENSON  
JOY A  
2930 EL TORRO RD  
GRAND JUNCTION, CO 81503-2963

SEAMAN REVOCABLE LIVING  
TRUST  
6510 S MCKEMY ST  
TEMPE, AZ 85283-3537

EARL E MORRILL  
JUDY A MORRILL  
2934 EL TORRO RD  
GRAND JUNCTION, CO 81503-2963

CLYDE L DOYAL  
MARY ANN  
2936 EL TORRO RD  
GRAND JUNCTION, CO 81503-2963

CHARLES A HARTMAN  
NORMA L HARTMAN  
231 STELLA CT  
GRAND JUNCTION, CO 81503-2936

GARY L MOHRLANG  
MARLA A  
232 STELLA CT  
GRAND JUNCTION, CO 81503-2936

ANDREW R WILLIAMS  
ANNA M  
230 STELLA CT  
GRAND JUNCTION, CO 81503-2936

CLINE LIVING TRUST  
197 RINCON DR  
GRAND JUNCTION, CO 81503-2283

RAMON ALIRE  
EDWINA  
2939 KATHY JO LN  
GRAND JUNCTION, CO 81503-2964

CHARLES H CRUSE  
MARY E CRUSE  
2937 KATHY JO LN  
GRAND JUNCTION, CO 81503-2964

SHAUN KELLERBY  
2935 KATHY JO LN  
GRAND JUNCTION, CO 81503-2964

CHARLES L GRIGGS  
SHARON L  
2933 KATHY JO LN  
GRAND JUNCTION, CO 81503-2964

CHARLES B JEROME  
SUSANNE L  
2931 KATHY JO LN  
GRAND JUNCTION, CO 81503-2964

JAMES M HEBENSTREIT  
KATHLEEN S HEBENSTRE  
232 ALICE CT  
GRAND JUNCTION, CO 81503-2922

JOANNE N BLACK  
230 ALICE CT  
GRAND JUNCTION, CO 81503-2922

CARL SLAGLE  
GAYLA D SLAGLE  
233 ALICE CT  
GRAND JUNCTION, CO 81503-2922

ROBERT DAVID WHITE  
GWEN ANN WHITE  
2929 KATHY JO LN  
GRAND JUNCTION, CO 81503-2965

RICHARD T RHOADES  
2927 KATHY JO LN  
GRAND JUNCTION, CO 81503-2965

WILLIAM H CAUDILL  
W JUNE CAUDILL  
228 STELLA CT  
GRAND JUNCTION, CO 81503-2936

JAMES R HOFFMAN  
MERCY B HOFFMAN  
2945 EL TORO RD  
GRAND JUNCTION, CO 81503

WALTER HUPKO  
BLANCA HUPKO  
2942 KATHY JO LN  
GRAND JUNCTION, CO 81503-2924

WILLIAM E JANES  
PATRICIA J JANES  
2944 KATHY JO LN  
GRAND JUNCTION, CO 81503-2924

JOHN B RABON  
JOAN D MULLEADY  
2946 KATHY JO LN  
GRAND JUNCTION, CO 81503-2924

WILBUR F BINDER  
KATHERINE J BINDER  
234 GARFIELD DR  
GRAND JUNCTION, CO 81503-2973

MARY A PEMBER  
232 GARFIELD DR  
GRAND JUNCTION, CO 81503-2973

EUGENE M SWANSON  
230 GARFIELD DR  
GRAND JUNCTION, CO 81503-2973

DANIEL W CONDIT  
CHERYL K  
2942 EL TORRO RD  
GRAND JUNCTION, CO 81503-2962

ALAN HELMICK  
721 MAIN ST SUITE 4  
DELTA, CO 81416

VISTA ENGINEERING CORP  
2777 CROSSROADS BLVD SUITE H  
GRAND JUNCTION, CO 81506

COMMUNITY DEVELOPMENT  
CITY OF GRAND JCT  
250 N 5TH ST  
GRAND JUNCTION, CO 81501

JENNIE KATHERYNE RABER  
2922 B 1/2 RD  
GRAND JUNCTION, CO 81503-2308

SHERRY LEE EBENSBERGER  
KATHRYN R HUMPHREY  
2930 B 1/2 RD  
GRAND JUNCTION, CO 81503-2308

DAVID ROY KROGH  
JAMES WALTER KROGH  
PO BOX 1237  
GRAND JUNCTION, CO 81502

JOHN M COLVIN  
BEVERLY  
2940 B 1/2 RD  
GRAND JUNCTION, CO 81503-2308

PAUL P KRABACHER  
ROBERTA M  
2946 B 1/2 RD  
GRAND JUNCTION, CO 81503-2308

THOMAS E CHRISTIAN  
GARNET P  
2936 B 1/2 RD  
GRAND JUNCTION, CO 81503-2308

DAVID ROY KROGH  
JAMES WALTER KROGH  
2932 B 1/2 RD  
GRAND JUNCTION, CO 81503

CELIA P LIGRANI  
2934 B 1/2 RD  
GRAND JUNCTION, CO 81503-2308

EARL EUGENE STOCKING  
EMMA LOUISE STOCKING  
270 29 RD  
GRAND JUNCTION, CO 81503-2328

MERLE J WHALEY  
MARGARET E  
2941 B 1/2 RD  
GRAND JUNCTION, CO 81503-2307

DAVID A DAUGHTERY  
CONNIE DAUGHTERY  
2931 B 1/2 RD  
GRAND JUNCTION, CO 81503-2307

BRENDA K TROUT  
424 30 RD  
GRAND JUNCTION, CO 81504

ROCHELLE LARSON  
TRUSTEE  
2919 B 1/2 RD  
GRAND JUNCTION, CO 81503-2307

MATTS G DJOS  
JEANINE J  
2920 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

MELVIN L SNYDER  
JOAN C SNYDER  
884 LINCOLN ST  
CRAIG, CO 81625-1716

LAWRENCE B KOOP  
IRENE F  
2924 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

KEITH R BENBOE  
OLIVIA M BENBOE  
2722 SIERRA VISTA RD  
GRAND JUNCTION, CO 81503

EDSEL C BRADSHAW  
ELOISE E BRADSHAW  
2928 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

ROBERT R FROST  
JOYCE K FROST  
2930 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

DOROTHY T MURPHREE  
EMMETT E  
2932 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

CHAD A COSTELLO  
SENTA L COSTELLO  
2934 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

ANNA M ORAHOOD  
2936 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

GARY L BROWN  
D NADINE  
2938 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

GARY D BEDEN  
BRENDA K  
2940 KATHY JO LN  
GRAND JUNCTION, CO 81503-2932

ROBERT A HARTMAN  
LYNDA A HARTMAN  
2919 KATHY JO LN  
GRAND JUNCTION, CO 81503-2966

WILLIAM E WALLACE  
232 RADAN ST  
GRAND JUNCTION, CO 81503-2935

NICHOLAS DON CHOLAS  
PATRICIA MARIE  
2923 KATHY JO LN  
GRAND JUNCTION, CO 81503-2965



OSCAR H TERRY  
MYRNA J  
2945 KATHY JO LN  
GRAND JUNCTION, CO 81503-3909

ROBERT H MIMS  
VICKIE LOU  
230 FRANCIS CT  
GRAND JUNCTION, CO 81503-2928

FILIBERTO CORDOVA  
ELSIE CORDOVA  
233 FRANCIS CT  
GRAND JUNCTION, CO 81503-2928

W GEORGE BARCHENGER  
DORIS K  
2943 KATHY JO LN  
GRAND JUNCTION, CO 81503-3908

# **GENERAL PROJECT REPORT**

---

---

**CRISTA LEE SUBDIVISION**

**GRAND JUNCTION, COLORADO**

---

---

**PREPARED FOR:**

**Mr. Alan Helmick**  
721 Main Street, Suite 4  
Delta, CO 81416  
(970) 874-8913

**PREPARED BY:**

**VISTA ENGINEERING CORP.**  
2777 Crossroads Blvd.  
Grand Junction, CO 81506  
(970) 243-2242

May 5, 2003  
VEC # 4115.01-01

# GENERAL PROJECT REPORT

---

## A. LOCATION AND DESCRIPTION OF PROPERTY

Crista Lee Subdivision contains approximately 6.00 acres (including 0.356 acres of open space) and is located just east of the current Grand Junction city limits at 2933 B ½ Road (south side). Proposed development of the site shall consist of one Filing containing 21 lots for a finished density of 3.50 units per acre. It is currently located within a Mesa County zoning district designated "RSF-R". The City has given the site a future land use designation of "Residential Medium-Low", having a dwelling density of 2 to 4 units per acre. This is a request for annexation to the City, a change of zoning to "RSF-4", and approval of the preliminary plan. The site plan shows the location of the property in relation to the surrounding vicinity. Only one tax parcel, numbered 2943-293-00-141, is contained within the site.

## B. PUBLIC BENEFIT

This site provides an opportunity for "in-fill" development within an area of similarly sized homes which have existed in the vicinity for several years. This is a proposal which provides new construction of moderately priced homes and extension of utilities in an area attractive to buyers due to the proximity of schools, shopping, recreation, parks, and medical facilities.

Development of this site will provide improvements to drainage problems which have existed in the area for many years. Elimination of flood-irrigation practices and creation of a stormwater management facility will reduce peak flows exiting the property and improve runoff conditions downstream where residents have experienced flooding and capacity problems in the existing culverts.

Existing streets in the vicinity include B ½ Road adjacent immediately to the north, 29 Road to the west, and 29 ½ Road to the east. Kathy Jo Lane exists in the subdivision immediately adjacent to the south, but is not stubbed north into this proposed development. Urban residential streets are proposed to extend into the adjacent parcels to the east and west to provide neighborhood connectivity.

## C. PROJECT COMPLIANCE, COMPATIBILITY AND IMPACT

All streets and utilities will be constructed in conformance with current City of Grand Junction Standards and Specifications. The project will be designed to comply with the standards listed in the current City of Grand Junction Zoning and Development Code for an "RSF-4" zoning.

The proposed density is consistent with developments existing in the surrounding area which consist primarily of residential housing zoned "RSF-4". The site is currently vacant. Two small independently owned parcels exist along B ½ Road on each side of the access to the project. Other similar undeveloped parcels surround the site. An existing subdivision of similarly sized lots is adjacent to the south. Access to the project will occur mainly from the B ½ Road entrance, but can also be accomplished from the east and west stub streets once the adjacent parcels are developed.

Topography of the property is relatively "flat" in nature, sloping generally north toward B ½ Road at an average rate of less than one percent. Offsite surface runoff in the vicinity is collected and diverted away from the site by the existing developments and properties surrounding the project. Runoff from the site has historically flowed north to be collected by road ditches along B ½ Road. These ditches flow west to 29 Road, then north to the Colorado River. One ditch, along the south side which doubled as an irrigation conveyance, flowed along this same alignment and was piped by irrigation users of the ditch. Runoff from sites along B ½ Road continues to drain into this pipeline at several openings along the roadway. Overflows, generally created by flood-irrigation return-flows, enter the pipeline until exceeding pipe capacity when they then spill into the smaller swales along the road. These overflows have created flooding and other capacity problems downstream. Development of the site will eliminate flood-irrigation practices through the installation of a pressurized irrigation system delivering water to each lot for distribution to lawns. Developed runoff will flow north to be collected, detained, and released at a controlled rate from the detention facility proposed within the 13,000 square-foot Open-Space designated in the northern portion of the site, near the entrance. Controlled flows are proposed to temporarily drain to the existing irrigation pipeline along the south side of the roadway until improvements to B ½ Road provide a storm sewer to accept runoff from the area. These improvements are currently under design at the direction of the Mesa County Engineering staff.

All utilities are available to the site, with sanitary sewer existing in B ½ Road (south of the paved street - allowing connection without interruption of traffic). Domestic water is proposed to connect to the existing 18" line in B ½ Road and ultimately to the internal water lines in the adjacent parcels to the east and west. Fire protection for the project will be provided by the hydrants proposed near the entrance and at the intersection of Tianna Way and Four Corners Drive. Locations of the proposed utilities are shown on the site plan. The impact on public facilities will be minimal given the size of this development and considering that the project is proposed to develop within the density range provided in the Growth Plan.

Landscaping of the open space tract will consist of a low-maintenance native grass with irrigation and shall be installed by the developer per Landscape Plans prepared during final design. Surface maintenance of this open space tract will ultimately become the responsibility of the Homeowners Association. The landscaping, and maintenance, of all single family lots will be the responsibility of the individual lot owners. Setback requirements are shown on the preliminary plan.

The soils at the site have been evaluated by a geotechnical analysis included within the Preliminary Plan submittal. In addition, an "environmental transaction screen" was performed. There are no known geological or environmental hazards at this location.

#### D. DEVELOPMENT SCHEDULE AND PHASING

It is proposed to develop Crista Lee Subdivision in one filing. Construction of the infrastructure is anticipated to begin in mid-2003, as soon as possible after final approval of the project.

TREASURER'S CERTIFICATE OF TAXES DUE

Date: 04/18/2003

Certificate No: 17695

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	: MERIDIAN LAND TITLE	Order #:	63096
Seller	: HELMICK	Buyer	:
Lender	: HELMICK MTG CORP	Ordered:	
Tax Year	: 2002	User ID:	
Schedule #:	2943-293-00-141		

Description:

BEG E 87FT & S 0DEG00'12SEC W 165FT & E 79.87FT FR CW 1/16 COR SEC 29 1S  
 1E E 181.58FT N 0DEG00'12SEC E 125FT E 113.80FT TO A PT ON NELY BNK MESA  
 MUTUAL CNL S 43DEG15'05SEC E 288.32FT ALG SD BNK S 0DEG01'21SEC W  
 408.16FT TO PT ON N LI LOMA LINDA SUB FIRST ADD S 89DEG57'02SEC W  
 492.81FT N 0DEG00'12SEC E 493.59FT TO POB

Amounts Due as of Certificate Date

Current Taxes		Base	Penalty
03 OM01	\$	228.48	
02 REAL		61.24	
<b>Total Due</b>	<b>\$</b>	<b>289.72</b>	

\*\*\*\*\*  
 \*\*BEFORE PAYING TOTAL DUE, PLEASE CALL FOR UPDATED FIGURES\*\*  
 \*\*IF PENALTY IS DUE OR IF THERE ARE OUTSTANDING TAX SALES\*\*

-- Continued --





2943-293-00-141

Tax Charges Distribution for Taxing Year '02:

Description	Rate	Amount	Description	Rate	Amount
COLO RIVER	0.2550	0.21			
RURAL FIRE	7.5960	6.38			
SCH DST 51	34.3100	28.82			
MESA COUNTY	21.8090	18.32			
LIBRARY	3.0000	2.52			
UTE WATER	2.0000	1.68			
SCH D51BOND	3.9370	3.31			
OM Irr		228.48			
			Totals ----->	72.9070	289.72

MONIKA TODD  
Mesa County Treasurer

By: 



CERTIFIED DATE

April 18, 2003

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: May 6, 2003

To Review Agency: Cable TV

AP  
6/12/03

File No: AP-2003-101  
*(To be filled in by City Staff)*

Staff Planner: Pat Cecil  
*(To be filled in by City Staff)*

Project Name: Crista Lee Subdivision

Location: 2933 B 1/2 Road

Ang Rd  
Bore

Development Review Meeting Date: 6/17/03  
*(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)* 6/16/03

RECEIVED  
JUN 11 2003  
COMMUNITY DEVELOPMENT  
DEPT.

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

Reviewed By: CK Wild Date: 6-5-03

Email Address: Cwildman@bresnan.com Telephone: 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: May 6, 2003

To Review Agency: City Real Estate Manager

File No: FP-2003-0101  
*(To be filled in by City Staff)*

Staff Planner: Pat Cecil  
*(To be filled in by City Staff)*

Project Name: Crista Lee Subdivision

Location: 2933 B 1/2 Road

Development Review Meeting Date: 6/17/03  
*(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)*

6/16/03

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

PETER T. KRICK

Reviewed By

6/11/2003

Date

Email Address

Telephone

APPLICATION COMPLETENESS REVIEW

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

Date: 5/21/03

Project Name: Crista Lee Sub FP (if applicable)

Project Location: 2933 R 1/2 Rd (address or cross-streets)

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

APPLICATION TYPE(S): Final Plat  
(e.g. Site Plan Review)

FEE PAID: Application: 740 BALANCE DUE:  
Acreage: 90  Yes amount \$ \_\_\_\_\_  
Public Works: \_\_\_\_\_  No

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  
• \_\_\_\_\_  
• \_\_\_\_\_  
• \_\_\_\_\_

Professional stamp/seal missing from drawings/reports?

No

Yes, list missing items below

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Other: Please list below

---

---

---

---

---

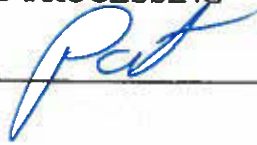
---

---

---

**PROJECT ASSIGNMENT AND PROCESSING**

Project Manager: \_\_\_\_\_



Special Processing Instructions:

---

---

---



June 11, 2003

Re: FP-2003-101

**CRISTA LEE SUBDIVISION**

**REVIEW COMMENTS**

1. The distance used in line no. 7 of the legal description does not match the drawing.
2. Item no.3 in the Dedications should read: "*All Irrigation Easements to the Owners....*"
3. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat.
4. Indicate the source of the right of way for B-1/2 Road.
5. Provide right of way widths for the interior roads within the Plat.
6. Tract A is indicated on the drawing as being "temporary" and the Dedication states that it is a perpetual easement for the stated purposes.
7. The 30 foot ingress/egress easement within Tract B should not be dedicated to the City of Grand Junction.
8. The Tract B dedication language should note the ingress/egress easement to the private parties of the adjoining property.
9. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive.
10. A copy of an Improvement Survey is required with the submittal of the Plat.
11. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

By: Peter T. Krick  
Professional Land Surveyor for  
The City of Grand Junction



# CITY OF GRAND JUNCTION

Community Development Dept. • 250 N. 5<sup>th</sup> Street • Grand Junction, CO 81501

---

May 23, 2003

## **ACCEPTANCE LETTER**

A submittal for the Crista Lee Subdivision Final Plat (FP-2003-101) has been accepted for review.

If you have any questions regarding the status of this project review, please contact Pat Cecil, the project planner, at 244-1439 or [patc@ci.grandjct.co.us](mailto:patc@ci.grandjct.co.us).

Review comments for the project will be available on 6/24/03 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-2003-101

ORCHARD MESA IRRIGATION DISTRICT

Grand Valley Project  
Post Office Box 356 - 668 38 Road  
970-464-7885 voice  
970-464-5928 facsimile  
Palisade, CO 81526

AP  
5/23/03

REVIEW AGENCY COMMENTS

May 23, 2003

Comments on  
Crista Lee Subdivision

Orchard Mesa Irrigation District's Mutual Mesa Flow line feeds this subdivision. There are several head gates at the southeast corner of the subdivision, which we must have access to at all times during the irrigation season. Access without fences or access with fences without locked gates.

The details of what is going to happen to these head gates at the southeast corner in on sheet 13 of 19 sheets. We did not receive sheet 13 so we don't have the details. I met on the ground with a representative of Vista Engineering Corp. and we kicked a few clods of dirt and discussed a few details. I would like to see how our discussion was interpreted by seeing sheet 13.

  
Raymond J. Schuster, Interim Manager

*Pat*

**From:** "Bob Lee" <BLee@co.mesa.co.us>  
**To:** <CommDev@ci.grandjct.co.us>  
**Date:** Fri, May 23, 2003 10:40 AM  
**Subject:** Agency Review

*AP*  
*5/23/03*

FP-2003-101 No objections to the application.

SPR-2003102 No objections to the application. Project must comply to all local building codes and contractor licensing laws.

**From:** "jim daugherty" <jdaugherty@utewater.org>  
**To:** "Comm Dev" <CommDev@ci.grandjct.co.us>  
**Date:** Wed, May 28, 2003 10:14 AM  
**Subject:** CRISTA LEE

Ute Water Conservancy District  
Review Number  
FP-2003-101  
Review Name  
CRISTA LEE

\* COMMENT

- \* A fire hydrant should be place at northwest corner of lot 1, block 2.
  - \* If water line ties in to 18" in B 1/2 Rd. a pressure-regulating vault will be required at entrance to subdivision.
  - \* 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 5/28/03

PHONE OFFICE 242-7491  
FAX 242-9189  
EMAIL jdaugherty@utewater.org

CC: "Vista Engineering" <banner@wic.net>

AP  
5/29/03

Pat

*Pat*

**From:** <LGrassojr@aol.com>  
**To:** <CommDev@ci.grandjct.co.us>  
**Date:** Sun, Jun 1, 2003 10:21 PM  
**Subject:** (no subject)

*AP  
6/2/03*

Following are estimated student impacts for two developments. I have identified the development and then listed the Program/Schedule Capacity, 2/03 enrollment and estimated student impact at the attendance area schools. Please contact me at 242-8500 if you have questions or need additional information.

Sonrise Acres: Thunder Mt. ele:562/615/5 Bookcliff MS:475/520/2  
CHS:1470/1652/3

Crista Lee: MesaViewEle: 380/444/5 OM MS: 598/604/2 CHS: 1470/1652/3

Pat

June 11, 2003

Re: FP-2003-101  
**CRISTA LEE SUBDIVISION**

AP  
6/12/03

REVIEW COMMENTS

1. The distance used in line no. 7 of the legal description does not match the drawing.
2. Item no.3 in the Dedications should read: "*All Irrigation Easements to the Owners...*"
3. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat.
4. Indicate the source of the right of way for B-1/2 Road.
5. Provide right of way widths for the interior roads within the Plat.
6. Tract A is indicated on the drawing as being "temporary" and the Dedication states that it is a perpetual easement for the stated purposes.
7. The 30 foot ingress/egress easement within Tract B should not be dedicated to the City of Grand Junction.
8. The Tract B dedication language should note the ingress/egress easement to the private parties of the adjoining property.
9. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive.
10. A copy of an Improvement Survey is required with the submittal of the Plat.
11. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

By: Peter T. Krick  
Professional Land Surveyor for  
The City of Grand Junction

**From:** "Greenman, Celia" <Celia.Greenman@state.co.us>  
**To:** "patc@ci.grandjct.co.us" <patc@ci.grandjct.co.us>  
**Date:** 6/17/03 2:16PM  
**Subject:** Crista Lee

AP  
6/18/03

Hi Pat,

The material CGS recently received on Crista Lee does not provide any more information than the previous submittal. Therefore, there is no additional comment beyond what was stated in my email dated December 19, 2002, when I mentioned that it would be prudent to drill some test borings to determine post-grading conditions in the wet sections of the site—specifically to confirm that grading and cessation of flood irrigation have improved the conditions. There should be a contingency plan prepared if wet conditions persist.

Celia Greenman  
Colorado Geological Survey  
303-866-2811

**CC:** "wendys@ci.grandjct.co.us" <wendys@ci.grandjct.co.us>



June 5, 2003

Crista Lee Subdivision  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

Dear, Alan Helmick

We are in receipt of the plat map for your new subdivision, **Crista Lee 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 also 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.

In addition to the above comments, we will need a directional bore done across B ½ Rd in order to provide service to your new subdivision to be paid for 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  
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](mailto:CommDev@ci.grandjct.co.us)



AP  
6/19/03

# Review Agency Comment Sheet

*(Petitioner: Please fill in blanks in this section only unless otherwise indicated)*

Date: May 6, 2003 To Review Agency: Orchard Mesa Sewer District

File No: FP-2003-101 Staff Planner: Pat Cecil  
*(To be filled in by City Staff)* *(To be filled in by City Staff)*

Project Name: Crista Lee Subdivision

Location: 2933 B 1/2 Road

Development Review Meeting Date: 6/17/03  
*(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)* 6/16/03

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

Stephen T. LaBonde June 18, 2003  
Reviewed By Date

cc: Deb Davis, OMSD Telephone  
Email Address

**REVIEW COMMENTS FOR CHRISTA LEE SUBDIVISION - ORCHARD MESA  
SANITATION DISTRICT (FILE #FP-2003-101), 6/16/03.**

The following are the Orchard Mesa Sanitation District's review comments for the proposed Christa Lee Subdivision:

1. The note on Sheet 5 referring to the connection of the new sewerline to the District's existing 12-inch PVC sewerline upstream of existing MH-OM5 should be revised to include the connection between the existing and new sewerlines is to be made with a PVC bell-by-bell closure coupling.
2. The type of pipe for the District's existing 12-inch sanitary sewerline along B½ Road should be called out as PVC for the Contractor's reference.
3. A note should be added on Sheet 5 specifying the method of abandoning the existing sewer service line connected to the District's B½ Road sewerline in the intersection of Christa Lee Way. The tap is to be abandoned by cutting the existing service line at the tap and capping it with a glue cap. A District representative will be required to inspect the abandoned tap prior to backfill that should be noted on the Plans.
4. Several sewer service lines are shown connecting to the proposed sewer main at locations where concrete encasement of the sewerline is required at water line crossings. For future maintenance reasons, these taps should be relocated. This can be accomplished by relocating MH-B1 to the west so that the sewerline in Tianna Way is located in the center of the south bound lane; MH-B2 located further south to the center of the east bound lane in Tina Way; and MH-D1 is located further to the south approximately 10-feet. Locating the manholes at these locations will allow the taps to Lots 4 and 8 of Block 2 and Lot 4 of Block 3 to connect to the sewer main outside the concrete encasements.
5. The sewerline between MH-B2 and MH-B3 should be extended further to the east so that the sewer service lines to Lots 5 and 6 of Block 2 extend into the lot perpendicular to the sewer main. The sewer service to Lot 5 should be redirected to this sewerline rather than the sewerline in Jacob Way. The District requires sewer services in new developments to be perpendicular to the sewer main for ease of future referencing, if at all possible.
6. The invert-in elevation for the proposed 8-inch sewerline at MH-A1 in Christa Lee Way should be revised to provide a maximum fall of 0.7-feet between the invert-in and invert-out to provide a better invert configuration rather than the 1-foot fall proposed.
7. The beginning and end stationing for all concrete encasements of the sewerline at water line crossings should be specified on the Plan and Profile.

8. The invert-in elevation for the stub-out at MH-C2 should be specified on the Profile. A note specifying the length of the stub-out and that the end be glue capped and marked with a 2x4 post painted green should also be added.
9. The lot and block number should be shown on the plan portion of the Plan and Profile Sheet 7 for Lots 4 and 5 of Block 2 for the District's future reference in locating sewer service lines.
10. The District's Standard Notes will need to be provided on the final Plans approved for construction that are available upon request. In addition to the District's Standard Notes, the following additional notes should also be included:
  - a) The Contractor will be required to obtain any necessary utility permits for work within the B½ Road right-of-way.
  - b) For dead-end manholes B3 and B1, the invert channel shall be constructed ¾ of the length through the manhole base to facilitate testing and access for the District's maintenance equipment.
11. The District's approval signature blocks should be revised to;
  - i) Approved for construction for 1 year from the following date
  - ii) Initial Acceptance
12. The District's Standard Detail Sheet will need to be included with the final Plans approved for construction.
13. The District's Sewerline Extension Application and Agreement will need to be executed by the Petitioner prior to the Plans being approved for construction.

Please have the Petitioner revise the Plans to address the aforementioned comments and resubmit them to the District for review. We apologize for the delay in issuing the District's comments.

- FILE COPY -

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 Fire Department.<sup>2</sup>

SECTION A

Date: August 16, 2002  
Project Name: Crista Lee Subdivision  
Project street address: 2933 B 1/2 Road  
Assessor's Tax Parcel Number: 2943-293-00-141  
Property Owner name: Alan Helmick  
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 3600 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): N/A
  - a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements: \_\_\_\_\_
  - b. List each building that will be provided with an approved fire sprinkler system: \_\_\_\_\_
3. List the minimum fire flow required for this project (based on Appendix B and C): 1000 G.P.M.  
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.

Load Up:  **Grap** **Calculat** **Refres** **+**

Pressure Hydrant:

Entered By:

Testing Info	
By:	<input type="text" value="SD"/>
Date:	<input type="text" value="08/21/2002"/>
Time:	<input type="text" value="9:00 AM"/>

Pressure PSI	
Static:	<input type="text" value="70"/>
Residual:	<input type="text" value="59"/>

NFPA

Comments:

Total GPM:  Predicted Flow:  Gals Used:

Flow Hydrant	Pitot	Flow Device	Duration	Comment	GPM
1285	25	A	4	KATHY JO & VISTA HILLS	

# DRAINAGE AND IRRIGATION CHECK SHEET

Applicant: ALAN HELMICK - 721 MAIN ST., STE 4, DELTA, CO 81416  
(970) 874-8913

Location of site: Tax Sched. # 2943-293-00-141 (2933 B 1/2 ROAD)

Size (Acres): 6.00 ACRES

## DRAINAGE INFORMATION

### → APPLICANT'S PORTION-

Where is the irrigation water drain? \_\_\_\_\_

How will drainage or runoff water be conveyed?

- Existing underground pipeline       Existing concrete ditch  
 Pipeline to be installed       Concrete ditch to be installed

Other (Please explain): TEMPORARILY PUMPED FROM DETENTION

POND TO B 1/2 ROAD IRRIG./DRAIN LATERAL UNTIL STORM-SEWER  
IS AVAILABLE IN B 1/2 ROAD (FUTURE IMPROVEMENT BY OTHERS).

### → REVIEW AGENCY PORTION-

1. Drainage water crosses through other property?      Yes \_\_\_ No X
2. If YES, are easements or rights-of-way recorded?      Yes \_\_\_ No \_\_\_
3. Wastewater/Tailwater is delivered to:  
 Natural wash or drainage  
 Name of organized or engineered drainage district/system: \_\_\_\_\_

Person/Entity responsible for maintenance of tailwater system: \_\_\_\_\_



# DRAINAGE AND IRRIGATION CHECK SHEET

## DRAINAGE INFORMATION

### →APPLICANTS PORTION

1. How will irrigation water be delivered to each lot? <input type="checkbox"/> Existing underground pipeline <input type="checkbox"/> Existing concrete ditch <input checked="" type="checkbox"/> Pipeline to be installed <input type="checkbox"/> Concrete ditch to be installed <input type="checkbox"/> Other (please explain): _____
2. Irrigation on parcel will be: <input checked="" type="checkbox"/> Sprinkler <input type="checkbox"/> Surface system (ditches, grated pipeline)

### →REVIEW AGENCY PORTION

1. Is irrigation water historically available on each lot?    Yes <u>X</u> No ___
2. Canal Company (Name): <u>ORCHARD MESA IRRIGATION DISTRICT</u>
3. Lateral (Name or Number): <u>MUTUAL MESA LATERAL</u>
4. Headgate Number: <u>9</u>
5. Turnout Number: <u>9</u>
6. Headgate is: Shared ___ Individual <u>X</u>
7. Headgate Organized/Incorporated: Yes ___ No <u>X</u> If YES, contact person/agent: _____
8. Water rights for this parcel go with the land:    Yes <u>X</u> No ___
9. The amount for this parcel (complete all three items): <u>9</u> Shares <u>49.09</u> Gallons per minute (gpm) <u>0.109</u> Cubic feet per second (cfs)
10. Can more irrigation water be purchased?    Yes ___ No <u>X</u>
11. Irrigation water is available: <input checked="" type="checkbox"/> Anytime (on demand) <input type="checkbox"/> Only at certain times (rotation)
12. Irrigation water crosses through other property?    Yes <u>X</u> No ___

# DRAINAGE AND IRRIGATION CHECK SHEET

→REVIEW AGENCY PORTION (continued)

13. If YES, are there recorded rights-of-way or easements?  
 There are existing easements  
 There are recorded rights-of-way or easements

14. Is a measuring device in place?      Yes X No \_\_\_\_\_

15. Irrigation water is paid:  
 Per share to the irrigation company  
 Tax assessment  
 Other

16. Average annual cost of irrigation water: \$ 228.48 ANNUAL

17. Person/entity responsible for maintenance of irrigation water: LANDOWNER

---

**DRAINAGE AND IRRIGATION CHECK SHEET**

**COMMENTS**

**NOTE:** All irrigation/drainage to be located on final plat.  
Above information to be provided to each new lot or parcel owner.  
All permissions, easements, or rights-of-way must be obtained for irrigation water and drainage/tailwater if not already in place.

**Irrigation Company Comments**

---

---

---

**Drainage Entity Comments**

---

---

---

**Other Comments**

---

---

---

**Canal Company Representative**

---

---

---

**Drainage Entity**

---

---

---

**Landowner / Developer**

A WATERING SCHEDULE WILL BE PROVIDED  
FOR THE FUTURE H.O.A. PRIOR TO  
RECORDING.

**Soil Conservation District**

---

---

---

**THE FOLLOWING AGENCIES ARE AVAILABLE TO  
ASSIST YOU IN COMPLETING THIS CHECKLIST**

---

- ◆ **DeBeque-Plateau Valley Soil Conservation District**..... 970-242-4511  
2754 Compass Drive, Suite 170, Grand Junction CO 81506
- ◆ **Grand Junction Drainage District**..... 970-242-4343  
722 – 23 Road, Grand Junction, CO 81505
- ◆ **Grand Valley Irrigation Company**..... 970-242-2762  
688 – 26 Road, Grand Junction, CO 81506
- ◆ **Grand Valley Water Users Association** ..... 970-242-5065  
1147 – 24 Road, Grand Junction, CO 81505-9639
- ◆ **Mesa County Irrigation District**..... 970-464-5209  
Ditch Rider
- ◆ **Mesa Soil Conservation District** ..... 970-242-4511  
2754 Compass Drive, Suite 170, Grand Junction, CO 81506
- ◆ **Orchard Mesa Irrigation District**..... 970-464-7885  
668 – 38 Road, Palisade, CO 81526
- ◆ **Palisade Irrigation District**..... 970-250-2404  
Ditch Rider – Spencer Bain
- ◆ **Redlands Water and Power Company**..... 970-243-2173  
2518 Monument Road, Suite C, Grand Junction, CO 81503

**FOR LAND OWNERSHIP INFORMATION:**

- ◆ **Mesa County Assessor's Office**..... 970-244-1610  
Court House Annex – 241 North 6th Street, Grand Junction, CO 81501

*This is only a partial listing. Other organizations exist for the DeBeque, Gateway,  
Plateau Valley and Whitewater/Kannah Creek areas of Mesa County.  
Please contact the entity in your area.*

# DRAINAGE AND IRRIGATION CHECK SHEET

Applicant: ALAN HELMICK - 721 MAIN ST., STE 4, DELTA, CO 81416  
(970) 874-8913

Location of site: TAX SCHED. # 2943-293-00-141 (2933 B 1/2 ROAD)

Size (Acres): 6.00 ACRES

## DRAINAGE INFORMATION

### → APPLICANT'S PORTION.

Where is the irrigation water drain? \_\_\_\_\_

How will drainage or runoff water be conveyed?

- Existing underground pipeline                       Existing concrete ditch  
 Pipeline to be installed                                       Concrete ditch to be installed

Other (Please explain): TEMPORARILY PUMPED FROM DETENTION

POND TO B 1/2 ROAD IRRIG./DRAIN LATERAL UNTIL STORM-SEWER  
IS AVAILABLE IN B 1/2 ROAD (FUTURE IMPROVEMENT BY OTHERS).

### → REVIEW AGENCY PORTION.

1. Drainage water crosses through other property?                      Yes \_\_\_ No \_\_\_
2. If YES, are easements or rights-of-way recorded?                      Yes \_\_\_ No \_\_\_
3. Wastewater/Tailwater is delivered to:  
 Natural wash or drainage  
 Name of organized or engineered drainage district/system: \_\_\_\_\_

Person/Entity responsible for maintenance of tailwater system: \_\_\_\_\_

# DRAINAGE AND IRRIGATION CHECK SHEET

## DRAINAGE INFORMATION

### →APPLICANTS PORTION

1. How will irrigation water be delivered to each lot?  
 Existing underground pipeline       Existing concrete ditch  
 Pipeline to be installed       Concrete ditch to be installed  
 Other (please explain): \_\_\_\_\_
2. Irrigation on parcel will be:  
 Sprinkler  
 Surface system (ditches, grated pipeline)

### →REVIEW AGENCY PORTION

1. Is irrigation water historically available on each lot? Yes \_\_\_ No \_\_\_
2. Canal Company (Name): \_\_\_\_\_
3. Lateral (Name or Number): \_\_\_\_\_
4. Headgate Number: \_\_\_\_\_
5. Turnout Number: \_\_\_\_\_
6. Headgate is: Shared \_\_\_ Individual \_\_\_
7. Headgate Organized/Incorporated: Yes \_\_\_ No \_\_\_  
If YES, contact person/agent: \_\_\_\_\_  
\_\_\_\_\_
8. Water rights for this parcel go with the land: Yes \_\_\_ No \_\_\_
9. The amount for this parcel (complete all three items):  
    \_\_\_ Shares  
    \_\_\_ Gallons per minute (gpm)  
    \_\_\_ Cubic feet per second (cfs)
10. Can more irrigation water be purchased? Yes \_\_\_ No \_\_\_
11. Irrigation water is available:  
 Anytime (on demand)  
 Only at certain times (rotation)
12. Irrigation water crosses through other property? Yes \_\_\_ No \_\_\_



# DRAINAGE AND IRRIGATION CHECK SHEET

## →REVIEW AGENCY PORTION (continued)

13. If YES, are there recorded rights-of-way or easements?  
 There are no existing easements  
 There are recorded rights-of-way or easements
14. Is a measuring device in place?      Yes \_\_\_\_\_ No \_\_\_\_\_
15. Irrigation water is paid:  
 Per share to the irrigation company  
 Tax assessment  
 Other
16. Average annual cost of irrigation water: \$ \_\_\_\_\_
17. Person/entity responsible for maintenance of irrigation water: \_\_\_\_\_  
\_\_\_\_\_

REVIEW COMMENTS FOR CHRISTA LEE SUBDIVISION - ORCHARD MESA  
SANITATION DISTRICT (FILE #FP-2003-101), 6/16/03.

AP  
6/19/03  
Yan

The following are the Orchard Mesa Sanitation District's review comments for the proposed Christa Lee Subdivision:

1. The note on Sheet 5 referring to the connection of the new sewerline to the District's existing 12-inch PVC sewerline upstream of existing MH-OM5 should be revised to include the connection between the existing and new sewerlines is to be made with a PVC bell-by-bell closure coupling.
2. The type of pipe for the District's existing 12-inch sanitary sewerline along B½ Road should be called out as PVC for the Contractor's reference.
3. A note should be added on Sheet 5 specifying the method of abandoning the existing sewer service line connected to the District's B½ Road sewerline in the intersection of Christa Lee Way. The tap is to be abandoned by cutting the existing service line at the tap and capping it with a glue cap. A District representative will be required to inspect the abandoned tap prior to backfill that should be noted on the Plans.
4. Several sewer service lines are shown connecting to the proposed sewer main at locations where concrete encasement of the sewerline is required at water line crossings. For future maintenance reasons, these taps should be relocated. This can be accomplished by relocating MH-B1 to the west so that the sewerline in Tianna Way is located in the center of the south bound lane; MH-B2 located further south to the center of the east bound lane in Tina Way; and MH-D1 is located further to the south approximately 10-feet. Locating the manholes at these locations will allow the taps to Lots 4 and 8 of Block 2 and Lot 4 of Block 3 to connect to the sewer main outside the concrete encasements.
5. The sewerline between MH-B2 and MH-B3 should be extended further to the east so that the sewer service lines to Lots 5 and 6 of Block 2 extend into the lot perpendicular to the sewer main. The sewer service to Lot 5 should be redirected to this sewerline rather than the sewerline in Jacob Way. The District requires sewer services in new developments to be perpendicular to the sewer main for ease of future referencing, if at all possible.
6. The invert-in elevation for the proposed 8-inch sewerline at MH-A1 in Christa Lee Way should be revised to provide a maximum fall of 0.7-feet between the invert-in and invert-out to provide a better invert configuration rather than the 1-foot fall proposed.
7. The beginning and end stationing for all concrete encasements of the sewerline at water line crossings should be specified on the Plan and Profile.

8. The invert-in elevation for the stub-out at MH-C2 should be specified on the Profile. A note specifying the length of the stub-out and that the end be glue capped and marked with a 2x4 post painted green should also be added.
9. The lot and block number should be shown on the plan portion of the Plan and Profile Sheet 7 for Lots 4 and 5 of Block 2 for the District's future reference in locating sewer service lines.
10. The District's Standard Notes will need to be provided on the final Plans approved for construction that are available upon request. In addition to the District's Standard Notes, the following additional notes should also be included:
  - a) The Contractor will be required to obtain any necessary utility permits for work within the B $\frac{1}{2}$  Road right-of-way.
  - b) For dead-end manholes B3 and B1, the invert channel shall be constructed  $\frac{3}{4}$  of the length through the manhole base to facilitate testing and access for the District's maintenance equipment.
11. The District's approval signature blocks should be revised to;
  - i) Approved for construction for 1 year from the following date
    - ii) Initial Acceptance
12. The District's Standard Detail Sheet will need to be included with the final Plans approved for construction.
13. The District's Sewerline Extension Application and Agreement will need to be executed by the Petitioner prior to the Plans being approved for construction.

Please have the Petitioner revise the Plans to address the aforementioned comments and resubmit them to the District for review. We apologize for the delay in issuing the District's comments.

July 29, 2003

Re: **FP-2003-101**  
**CRISTA LEE SUBDIVISION**

AP  
7/30/03

Pat

**REVIEW COMMENTS**

1. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat. The abbreviations contained within the Curve Table require an listing of the abbreviations used.
2. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive. The easement becomes subordinated to the right of way for Mia Drive. If the easement remains, the right of way for Mia Drive shall terminate at the easement line and not at the Plat boundary.
3. A copy of an Improvement Survey is required with the submittal of the Plat.
4. All lettering appearing on the Plat shall be a minimum of 0.08".
5. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

By: Peter T. Krick  
Professional Land Surveyor for  
The City of Grand Junction

July 29, 2003

Re: FP-2003-101  
**CRISTA LEE SUBDIVISION**

**REVIEW COMMENTS**

1. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat. The abbreviations contained within the Curve Table require an listing of the abbreviations used.
2. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive. The easement becomes subordinated to the right of way for Mia Drive. If the easement remains, the right of way for Mia Drive shall terminate at the easement line and not at the Plat boundary.
3. A copy of an Improvement Survey is required with the submittal of the Plat.
4. All lettering appearing on the Plat shall be a minimum of 0.08".
5. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

By: Peter T. Krick  
Professional Land Surveyor for  
The City of Grand Junction

REVIEW COMMENTS FOR RESUBMITTAL OF CHRISTA LEE SUBDIVISION -  
ORCHARD MESA SANITATION DISTRICT (FILE #FP-2003-101), 7/31/03.

The following are the Orchard Mesa Sanitation District's review comments on the resubmittal of the proposed Christa Lee Subdivision addressing the District's comments of June 16, 2003:

1. The invert-in elevation at MH-A1 for the proposed 8-inch sewerline from the Christa Lee Subdivision has a fall of 0.58-feet between the invert-in and invert-out. The District's previous comment requested a 0.7-foot fall to ensure that wastewater from the B½ Road sewerline would not back up into the new sewerline. The 0.58-foot fall is acceptable that can be field adjusted dependent on the peak flow depth in the B½ Road sewerline. A note should be added to the Plans that the invert-in at MH-A1 can be field adjusted to prevent flow from backing up into the Christa Lee outfall sewerline.
2. The stub-out length at MH-C2 should be adjusted to 5-foot that is the maximum stub-out length allowed by the District.
3. The District's Standard Notes should be provided on Sheet 3 to replace the sewer notes provided.
4. MH-A2 is incorrectly labeled in the profile on Sheet 6 and should be corrected.
5. The leader line to MH-D1 should point to the manhole rather than the concrete encasement on Sheet 4.
6. The District's Sewerline Extension Application and Agreement still needs to be executed by the Petitioner that will need to be submitted prior to the Plans being approved for construction.

Please have the Petitioner revise the Plans to address the aforementioned comments and resubmit them to the District for final review.



**WestWater Engineering**  
 2516 Foresight Circle, #1  
 GRAND JUNCTION, CO 81505-1022  
 e-mail: [wwe@onlinecol.com](mailto:wwe@onlinecol.com)

LETTER OF TRANSMITTAL

*AP 8/10/03*

(970) 241-7076 FAX: 241-7097

Date: July 31, 2003	Job No.: 0343
Attention: Pat Cecil	
RE: Christa Lee Subdivision	

TO: City of Grand Junction  
Community Development Department  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

WE ARE SENDING YOU:  Attached  Under Separate Cover via \_\_\_\_\_ the following items:  
 Shop Drawings  Prints  Plans  Samples  Specifications  
 Copy of letter  Change Order  \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Additional Review Comments for Christa Lee Subdivision

THESE ARE TRANSMITTED as checked below:  
 For Approval  For your use  As Requested  
 \_\_\_\_\_

REMARKS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO Deb Davis, OMSD SIGNED: Stephen T. LaBonde

*If enclosures are not as noted, kindly notify us at once.*

**REVIEW COMMENTS FOR RESUBMITTAL OF CHRISTA LEE SUBDIVISION -  
ORCHARD MESA SANITATION DISTRICT (FILE #FP-2003-101), 7/31/03.**

The following are the Orchard Mesa Sanitation District's review comments on the resubmittal of the proposed Christa Lee Subdivision addressing the District's comments of June 16, 2003:

1. The invert-in elevation at MH-A1 for the proposed 8-inch sewerline from the Christa Lee Subdivision has a fall of 0.58-feet between the invert-in and invert-out. The District's previous comment requested a 0.7-foot fall to ensure that wastewater from the B½ Road sewerline would not back up into the new sewerline. The 0.58-foot fall is acceptable that can be field adjusted dependent on the peak flow depth in the B½ Road sewerline. A note should be added to the Plans that the invert-in at MH-A1 can be field adjusted to prevent flow from backing up into the Christa Lee outfall sewerline.
2. The stub-out length at MH-C2 should be adjusted to 5-foot that is the maximum stub-out length allowed by the District.
3. The District's Standard Notes should be provided on Sheet 3 to replace the sewer notes provided.
4. MH-A2 is incorrectly labeled in the profile on Sheet 6 and should be corrected.
5. The leader line to MH-D1 should point to the manhole rather than the concrete encasement on Sheet 4.
6. The District's Sewerline Extension Application and Agreement still needs to be executed by the Petitioner that will need to be submitted prior to the Plans being approved for construction.

Please have the Petitioner revise the Plans to address the aforementioned comments and resubmit them to the District for final review.

REVIEW COMMENTS FOR RESUBMITTAL OF CHRISTA LEE SUBDIVISION -  
ORCHARD MESA SANITATION DISTRICT (FILE #FP-2003-101), 7/31/03.

AP  
8-1-03

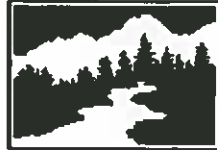
The following are the Orchard Mesa Sanitation District's review comments on the resubmittal of the proposed Christa Lee Subdivision addressing the District's comments of June 16, 2003:

1. The invert-in elevation at MH-A1 for the proposed 8-inch sewerline from the Christa Lee Subdivision has a fall of 0.58-feet between the invert-in and invert-out. The District's previous comment requested a 0.7-foot fall to ensure that wastewater from the B½ Road sewerline would not back up into the new sewerline. The 0.58-foot fall is acceptable that can be field adjusted dependent on the peak flow depth in the B½ Road sewerline. A note should be added to the Plans that the invert-in at MH-A1 can be field adjusted to prevent flow from backing up into the Christa Lee outfall sewerline.
2. The stub-out length at MH-C2 should be adjusted to 5-foot that is the maximum stub-out length allowed by the District.
3. The District's Standard Notes should be provided on Sheet 3 to replace the sewer notes provided.
4. MH-A2 is incorrectly labeled in the profile on Sheet 6 and should be corrected.
5. The leader line to MH-D1 should point to the manhole rather than the concrete encasement on Sheet 4.
6. The District's Sewerline Extension Application and Agreement still needs to be executed by the Petitioner that will need to be submitted prior to the Plans being approved for construction.

Please have the Petitioner revise the Plans to address the aforementioned comments and resubmit them to the District for final review.

# 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

Bill Owens  
Governor

Greg E. Walcher  
Executive Director

Ronald W. Cattany  
Division Director

Ronald W. Cattany  
Acting State  
Geologist

August 7, 2003

AP  
8/8/03

Mr. Pat Cecil  
Community Development Department  
250 N. 5<sup>th</sup> St.  
Grand Junction, CO 81501

SW29 T1S R1E

Re: **Crista Lee Subdivision**  
**CGS Review No. MA-03-0017**

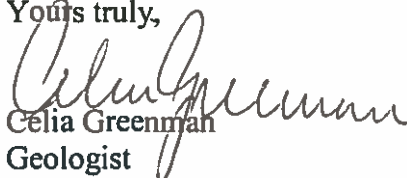
Dear Mr. Cecil:

CGS received the Review Comment Responses (July 24, 2003) and a Preliminary Plan (July 23, 2003), Stormwater Management Plan (May 8, 2003) and a Grading and Drainage Plan (May 8, 2003) prepared by Vista Engineering.

My letter dated September 25, 2002 commented on the poor surface and subsurface drainage at the site. I mentioned that "consideration should be given to lining the ditches or piping irrigation on the east and south sides of the site". The grading and drainage plan indicates the open ditch on the south will be piped, but there is no notation for the ditch on the east. I also mentioned that the Grand Junction Engineering Department should verify that release rates from the detention pond would be less than historic, although this information might not be available at this stage of the planning process.

Plat note 6 does point out low bearing strength soils and "the high potential for ground water" (this should read "potential for high ground water"). The geotechnical report prepared by Geotechnical Engineering (August 20, 2002) states that perimeter drains should be installed where groundwater is present within 5 ft of the surface. To be effective, perimeter drains should discharge to a sump that can be pumped or to an area-wide underdrain, providing gravity drainage is possible. Alternatively, individual sumps could pump to a gravity main located within the roadways.

Yours truly,

  
Celia Greenman  
Geologist

**UCC APPROVAL FORM**  
SEPTEMBER 10, 2003

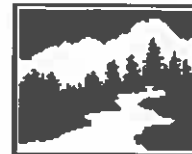
CITY OF GRAND JUNCTION FILE # FP-2003-101 CRISTA LEE SUBDIVISION FINAL PLAT LOCATED AT 2933 B½ ROAD HAS BEEN REVIEWED AND APPROVED BY THE UTILITY COORDINATING COMMITTEE.

  
CHAIRMAN

9-10-03  
DATE

**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**

Bill Owens  
Governor

Greg E. Wolcher  
Executive Director

Ronald W. Cattany  
Division Director

Ronald W. Cattany  
Acting State Geologist

AP  
10/1/03

October 1, 2003

Mr. Pat Cecil  
Community Development Department  
250 N. 5<sup>th</sup> St.  
Grand Junction, CO 81501

**SW29 T1S R1E**

Re: **Crista Lee Subdivision**  
**CGS Review No. MA-03-0017**

Dear Mr. Cecil:

With regard to the second response to comments, Plat Note 6 should be changed to read "potential for high ground water" rather than "high potential for ground water". (See letter dated August 7, 2003).

Yours truly,

Celia Greenman  
Geologist

REVIEW COMMENTS FOR RESUBMITTAL OF CHRISTA LEE SUBDIVISION -  
ORCHARD MESA SANITATION DISTRICT (FILE #FP-2003-101), 10/3/2003.

AP  
10/1/03

The following are the Orchard Mesa Sanitation District's final review comments on the Christa Lee Subdivision.

1. The approval blocks on the Utility Composite should be the District's Standard approval Blocks for i) Approved for Construction for 1-year from this date and ii) Initial Acceptance, similar to the approval blocks provided on the Plan and Profile Sheets. Only "Approved for Construction" is provided on the Utility Composite.
2. The sewer service reference to the northwest property corner of Lot 8 should be referenced on Plan and Profile Sheet 6. Because the entire Lot 8 is not shown on the Plan portion of the Plan and Profile Sheet, the reference can be shown with a broken line and the distance from the sewer service to the property corner provided for the District's future reference.

Please have the Petitioner revise the Plans to address the aforementioned comments. The District will also need three full sets of the approved Plans for their use during construction.

## Memorandum

**DATE:** September 17, 2003

**TO:** Laura Lamberty, Community Development Engineer  
George Miller, Transportation Engineer  
Peter Krick, Property Agent  
Celia Greenman, Colorado Geologic Survey  
Stephen LaBonde, Orchard Mesa Sanitation

**FROM:** Pat Cecil, Development Services Supervisor

**SUBJECT:** Response to Comments – Crista Lee Subdivision  
Final Plat (FP-2003-101).

Attached is the Response to Comments for this project. Please review and return any further comments you have to me by Thursday, October 2, 2003.

If you have any questions please contact me at:

Phone #: 244-1439

Fax #: 256-4031

E-mail: patc@grandjct.co.us

See Attached Comments.

cc: Deb Davis, OMSD  
Pat O'Connor, Vista Engineering



# REVIEW COMMENTS

Page 1 of 4  
June 16, 2003

FILE #FP-2003-101      DRM      TITLE HEADING: Crista Lee Subd Final Plat

LOCATION:            2933 B½ Road

PETITIONER:        Alan Helmick

PETITIONER'S ADDRESS/TELEPHONE:    721 Main Street, #4  
Grand Junction, CO 81416  
970-874-8913

PETITIONER'S REPRESENTATIVE:        Vista Engineering Corp – Pat O'Conner  
243-2242

STAFF REPRESENTATIVE:      Pat Cecil

**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., , 2003.**

## CITY COMMUNITY DEVELOPMENT

Pat Cecil

244-1439

*irrigation easements for lot in NE corner & access to headgates*

## CITY DEVELOPMENT ENGINEER

Laura Lamberty

256-4155

### Covenants

1. The covenants do not address the maintenance responsibility for the Storm Water Control Pond and Facilities. The HOA is responsible for the maintenance and operation of the pond and appurtenant facilities including the pump system. All costs including electrical power costs are the responsibility of the HOA. Also, the HOA is responsible to ensure that any alterations to the pump and pond are done in conformance with the design parameters established in the VISTA Engineering Final Drainage Report and the City's Storm Water Management Manual. Any alterations must be submitted to the City for approval.
2. Article V, Section 23 states that the drainage may not be altered except by the permission of the HOA. Include the City of Grand Junction and conformance with the current City ordinances.

Plat/Easement

1. Spelling of the subdivision is "Christa Lee". Is it Crista Lee - because that is what it is everywhere else.
2. Plat notes Tract A as a Detention Area (Temporary). This is a permanent detention area.
3. Plat shall restrict below grade construction and required a Open-Excavation Foundation Observation Report from a licensed engineer.
4. Is easement shown over Tract B to be dedicated to the City or to the owners and successors of the Daugherty parcel (2943-293-00-118). Clarify that this right is conveyed even if the Daugherty parcel is further subdivided.

Plan

1. Sht 3: Add Note: The Contractor shall obtain a permit for work in the right-of-way on B ½ Road from Mesa County Road & Bridge.
2. Sht 4, Note 2: Remove Grand Junction Drainage District from note as this is not in their service district.
3. Sht 4, Note 9: Demolition is incorrectly spelled.
4. Sht 4: Chow 4" irrigation line at east end of Mia Drive in sleeve like others
5. Sht 4: Some lots have risers shown and some do not. Why?
6. Sht 5: Please show irrigation crossing in profile and note minimum cover.
7. Sht 7: Please show irrigation crossing in profile and note minimum cover.
8. Sht 5 & 7: Confirm that irrigation crossings are below roadway structural section at gutter flowline and that they have adequate cover for loading and pipe type.
9. Check conformance with B ½ Road plans
10. Sht 8: Taper length for 11' shift, trailing and leading
11. Sht 8: Paved width for taper 4' minimum. Shouldertype?
12. Sht 8: Pavement section show roadway cross section
13. Sht 8: termination of 15" HDPE
- 14.
15. Sht 10: Correct typo on Tina Way Centerline. Change notation from Four Corners Drive to Tina Way.
16. Sht 11: TC elevations should have maximums as well as minimums. Suggest using a constant amount above the minimum such as 6"-9". Anything too high makes side yard swale hard to grade with 7' side yard setback.
17. Sht 11: TC elevation on Lot 1 Block 3 seems high.
18. Sht 11: Note lot drainage type, in this case Type A.
19. Prior to Final Plan approval, a letter with the Sht 11 information or Sht 11 shall be submitted to Bob Lee, Mesa County Building Official with minimum and maximum TC elevations. Signed acknowledgement of receipt needs to be provided to the City. Bob Lee will also need a copy of the Final Geotechnical Report.
20. Sht 12: Where are Silt Fences and Bales installed? Also, use alternate SWPPP measures to hay bales, if proposed to be used.
21. Sht 12, show a crushed rock pad at project entrance to prevent/mitigate tracking.
22. Sht 12: Show stormwater outlet erosion prevention such as riprap.

DIA

1. Use current City DIA form available at <http://www.gjcity.org/CityDeptWebPages/CommunityDevelopment/DevelopmentServices/DSFilesThatLINKintoDWStoreHere/PDF/Forms/DIA.pdf> and Exhibit B form at

**CITY FIRE DEPARTMENT**

**Hank Masterson**

**244-1414**

---

No objections.

**CITY ATTORNEY**

**Stephanie Rubinstein**

**244-1501**

---

**CITY UTILITY ENGINEER**

**Trent Prall**

**244-1590**

---

**BRESNAN COMMUNICATIONS**

**Chuck Wiedman**

**263-2313**

---

We are in receipt of the plat map for your new subdivision, Crista Lee 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 available to the new home purchasers. There 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, 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.

**CITY TRANSPORTATION ENGINEER**

10/4/02

**George Miller**

256-4123

---

1. These plans have not been completed on a number of points.
  - a. Several previous comments have requested detailing of existing B 1/2 Rd striping, signing, accesses, etc along the site frontage, and for 200' each direction beyond the frontage in each direction. This has never been provided.
  - b. A bike lane is required along the site frontage. This has not been detailed.
  - c. Stop signs were required for North and Southbound Crista Lee at B ½ and at Mia. These have not been provided. Additionally required, but not provided, a Northbound stop was required at Jacob, and a Southbound stop was required on Tianna at Tina.
  - d. Street names will be required at the intersection of Mia and Tianna and at the Tina /Jacob intersection.
2. The plans have changed in a variety of ways from previous issues. Plans now show splash pans on Mia at Crista, on Jacop at Mia, and on Tina at Tianna. As requested on earlier comment sets, advisory "Dip" signs will be required on unrestricted approaches to these pans.
3. The plan set will need to include a note, "Contact the City Traffic Operations Supervisor(970 / 244-1573) prior to any pavement marking or signing material order, layout, or installation."

**CITY ADDRESSING**

**Faye Gibson**

256-4043

---

**PARKS & RECREATION DEPARTMENT**

**Shawn Cooper**

254-3869

---

**MESA COUNTY BUILDING DEPARTMENT**

**Bob Lee**

244-1656

---

No objections to the application.

**CITY PROPERTY AGENT**

**Peter Krick**

256-4003

---

**REVIEW COMMENTS**

1. The distance used in line no. 7 of the legal description does not match the drawing.
2. Item no.3 in the Dedications should read: "All Irrigation Easements to the Owners."
3. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat.
4. Indicate the source of the right of way for B-1/2 Road.
5. Provide right of way widths for the interior roads within the Plat.

6. Tract A is indicated on the drawing as being "temporary" and the Dedication states that it is a perpetual easement for the stated purposes.
7. The 30 foot ingress/egress easement within Tract B should not be dedicated to the City of Grand Junction.
8. The Tract B dedication language should note the ingress/egress easement to the private parties of the adjoining property.
9. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive.
10. A copy of an Improvement Survey is required with the submittal of the Plat.
11. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

**U.S. POSTAL SERVICE**

**Cheryl Fiegel**

**244-3435**

---

**MESA COUNTY SCHOOL DIST #51**

**Lou Grasso**

**242-8500**

---

Following are estimated student impacts for two developments. I have identified the development and then listed the Program/Schedule Capacity, 2/03 enrollment and estimated student impact at the attendance area schools. Please contact me at 242-8500 if you have questions or need additional information.

Crista Lee: MesaViewEle: 380/444/5 OM MS: 598/604/2 CHS: 1470/1652/3

**UTE WATER**

**Jim Daugherty**

**242-7491**

---

Comments not received as of 6/16/03:

City Addressing

City Attorney

Community Development

City Parks & Recreation

City Police Department

City Utility Engineer

Colorado Geological Survey

Mesa County Public Works

Orchard Mesa Sanitation

Qwest

US Postal Service

XCel

## Memorandum

**DATE:** July 28, 2003

**TO:** Laura Lamberty, Community Development Engineer  
Peter Krick, City Property Agent  
Faye Gibson, City Addressing  
George Miller, City Transportation Engineer  
Celia Greenman, Colorado Geologic Survey  
Stephen LaBonde, Orchard Mesa Sanitation District  
Raymond Schuster, Orchard Mesa Irrigation  
Jim Daugherty, Ute Water District

**FROM:** Pat Cecil, Development Services Supervisor

**SUBJECT:** Response to Comments – Crista Lee Subdivision  
Final Plat (FP-2003-101).

Attached are the revised comments for this project. Please review and return any further comments you have to me by Monday, August 11, 2003.

If you have any questions please contact me at:  
Phone #: 244-1439  
Fax #: 256-4031  
E-mail: [patc@ci.grandjct.co.us](mailto:patc@ci.grandjct.co.us)

## REVIEW COMMENT RESPONSES

July 24, 2003

### CRISTA LEE SUBDIVISION - FINAL PLAN

File # FP-2003-101

These responses correspond with review comments provided by the City of Grand Junction for the above-referenced project dated June 24, 2003.

#### Pat Cecil - City Community Development

1. Check the dedication language on the plat. It provides access to the Districts' "successors and assigns" (see plat note 7 under "Description" on the right-hand side of the plat). Please provide specific language, if this is not satisfactory. Copies of the easement documents and the revised CC&R's are included for your review.
2. Correct spelling of "Crista" is provided throughout.
- 3 & 4. A copy of the revised CC&R's is included.
5. Landscaping costs have been added to the DIA, irrigation costs were originally included.

#### Laura Lamberty - City Development Engineer

##### Covenants

- 1 & 2. A copy of the revised CC&R's is included.

##### Plat/Easement

1. Correct spelling of "Crista" is provided throughout.
2. The plat has been corrected to denote a "permanent" detention area.
3. The plat has been corrected to include a note regarding soils conditions (note 6).
4. Dedication is to Daughtery (note 6, under "Description").

##### Plans

- 1 - 12. The plans have been revised to provide the requested changes.
13. The storm sewer termination has been more clearly delineated. Mesa County will be contacted to request extension of the B ½ Road storm sewer which is currently not proposed to be installed in this particular location.
14. No comment provided by City.

### **Faye Gibson - City Addressing**

Tina Way has been changed to Four Corners Way, as requested.

### **Shawn Cooper - City Parks and Recreation**

Fee information has been forwarded to the petitioner.

### **Peter Krick - City Property Agent**

1. The distance has been corrected.
2. Correction has been provided.
3. Abbreviations have been added.
4. A book and page have been added.
5. Roadway widths have been added.
6. Tract A has been corrected to be permanent.
7. Tract B is dedicated to Daughtery.
8. Tract B dedication language has been revised, please review and provide specific language if not satisfactory.
9. The 25' easement across Mia Drive existed prior to this plat and must be shown.
10. An Improvement Survey will be submitted with the plat.

### **Celia Greenman - Colorado Geological Survey**

A note has been added to the final plat recommending engineered foundations to analyze and mitigate soil/foundation problems. Roadway and trench stabilization can ultimately only be addressed during construction, however, there are recommendations within the soils report.



15. Tianna Way is correct. Tina Way is required to change to Four Corners Drive (see Faye Gibson comment).

16. To accurately provide maximum foundation elevations, I would need to know the exact locations of the building footprints. This information is not available at time of grading plan design. Maximum elevations are dependent on actual distances and setbacks determined at time of building construction.

17. The TC elevation on Lot 1, Block 3 has been lowered 0.7'. Thank you for the observation.

18. Drainage-type details and notes have been added to the plan.

19. A drainage letter, with Bob Lee acknowledgment, has been forwarded to your office.

20. Bales have been eliminated as an option, and silt-fence is indicated around the outlet structure on the revised drawing. This location will intercept all significant site runoff.

21. A crushed-rock mud-trap is indicated on the revised drawing.

22. A riprap blanket is shown at the pond intake on the revised drawing.

#### DIA

1. Please provide a copy of the blank form in an electronic spreadsheet format (Excel, etc.). I can only download a copy of the form to fill-out manually from the website.

#### **Chuck Wiedman - Bresnan Communications**

Your comments have been forwarded to the petitioner.

#### **George Miller - City Transportation Engineer**

1.
  - A. Existing pavement striping, accesses, and signs along B ½ Road are now shown on the revised "utility composite", sheet 4.
  - B. A bike-lane is now indicated on the typical cross-section for B ½ Road, sheet 3.
  - C. Signs have been added, as requested, see sheet 4.
  - D. Signs have been added, as requested, see sheet 4.

2. "Dip" signs have been added, as requested.

3. The requested note has been added to sheets 3 and 4.

**Raymond Schuster - Orchard Mesa Irrigation**

A 15' access easement with access language (regarding fences and gates) has been added to the plat and revised plans to provide OMI access to the existing structures in the southeast corner of Lot 4, Block 2. Sheet 13 is included for your review.

**Stephen LaBonde - Orchard Mesa Sanitation District**

All comments have been addressed as requested. Notes, signature blocks, and standard detail sheets have been revised or added, as required. The petitioner has been made aware of the required extension agreement.

**Lou Grasso - Mesa County School District**

Informational comment, no response necessary.

**Jim Daugherty - Ute Water**

1. The fire hydrant has been added, as requested.
2. The waterline connection to the existing 18" high-pressure line is noted on the revised drawings, as discussed.

Remaining notes are included in the drawings.

**RESPONSE TO REVIEW COMMENTS**

**CRISTA LEE SUBDIVISION**

**Alan Helmick**

City Community Development

Pat Cecil

**RECEIVED**  
JUL 25 2003  
COMMUNITY DEVELOPMENT  
DEPT.

# REVIEW COMMENTS

Page 1 of 8  
June 24, 2003

FILE #FP-2003-101

TITLE HEADING: Crista Lee Subdivision

LOCATION: 2933 B½ Road

PETITIONER: Alan Helmick

PETITIONER'S ADDRESS/TELEPHONE: 721 Main Street, #4  
Grand Junction, CO 81416  
970-874-8913

PETITIONER'S REPRESENTATIVE: Vista Engineering Corp – Pat O'Conner  
243-2242

STAFF REPRESENTATIVE: Pat Cecil

**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., SEPTEMBER 24, 2003.**

**CITY COMMUNITY DEVELOPMENT**  
**Pat Cecil**

**6/18/03**  
**244-1439**

1. It is unclear whether the 15 foot O.M. Irrigation District easement shown on Lot 4 of Block 2 would permit access by other persons having a need to access the headgates located in the southeast corner of that lot. Provide a copy of the proposed easement document for review. The CC&R's should also identify the rights of persons outside of the subdivision to repair and maintain headgate facilities
2. The two easement deeds have "Crista" spelled differently than the plat.
3. Page 3, Section 4 makes reference to "Country Meadows" and facilities not shown on this subdivision.
4. Page 8, Section references the R-2 zone. This zone does not exist in the City. The site is zones RSF-4.
5. I don't see any reference to the irrigation system and landscaping costs for Tracts A & B in the DIA.

**CITY DEVELOPMENT ENGINEER**  
**Laura Lamberty**

**6/16/03**  
**256-4155**

**Covenants**

1. The covenants do not address the maintenance responsibility for the Storm Water Control Pond and Facilities. The HOA is responsible for the maintenance and operation of the pond and appurtenant facilities including the pump system. All costs including electrical

**REVIEW COMMENTS / FP-2003-101 / PAGE 2 of 8**

power costs are the responsibility of the HOA. Also, the HOA is responsible to ensure that any alterations to the pump and pond are done in conformance with the design parameters established in the VISTA Engineering Final Drainage Report and the City's Storm Water Management Manual. Any alterations must be submitted to the City for approval.

2. Article V, Section 23 states that the drainage may not be altered except by the permission of the HOA. Include the City of Grand Junction and conformance with the current City ordinances.

**Plat/Easement**

1. Spelling of the subdivision is "Christa Lee". Is it Crista Lee - because that is what it is everywhere else.
2. Plat notes Tract A as a Detention Area (Temporary). This is a permanent detention area.
3. Plat shall restrict below grade construction and required a Open-Excavation Foundation Observation Report from a licensed engineer.
4. Is easement shown over Tract B to be dedicated to the City or to the owners and successors of the Daugherty parcel (2943-293-00-118). Clarify that this right is conveyed even if the Daugherty parcel is further subdivided.

**Plan**

1. Sht 3: Add Note: The Contractor shall obtain a permit for work in the right-of-way on B ½ Road from Mesa County Road & Bridge.
2. Sht 4, Note 2: Remove Grand Junction Drainage District from note as this is not in their service district.
3. Sht 4, Note 9: Demolition is incorrectly spelled.
4. Sht 4: Chow 4" irrigation line at east end of Mia Drive in sleeve like others
5. Sht 4: Some lots have risers shown and some do not. Why?
6. Sht 5: Please show irrigation crossing in profile and note minimum cover.
7. Sht 7: Please show irrigation crossing in profile and note minimum cover.
8. Sht 5 & 7: Confirm that irrigation crossings are below roadway structural section at gutter flowline and that they have adequate cover for loading and pipe type.
9. Check conformance with B ½ Road plans
10. Sht 8: Taper length for 11' shift, trailing and leading
11. Sht 8: Paved width for taper 4' minimum. Shouldertype?
12. Sht 8: Pavement section show roadway cross section
13. Sht 8: termination of 15" HDPE
- 14.
15. Sht 10: Correct typo on Tina Way Centerline. Change notation from Four Corners Drive to Tina Way.
16. Sht 11: TC elevations should have maximums as well as minimums. Suggest using a constant amount above the minimum such as 6"-9". Anything too high makes side yard swale hard to grade with 7' side yard setback.
17. Sht 11: TC elevation on Lot 1 Block 3 seems high.
18. Sht 11: Note lot drainage type, in this case Type A.
19. Prior to Final Plan approval, a letter with the Sht 11 information or Sht 11 shall be submitted to Bob Lee, Mesa County Building Official with minimum and maximum TC

**REVIEW COMMENTS / FP-2003-101 / PAGE 3 of 8**

elevations. Signed acknowledgement of receipt needs to be provided to the City. Bob Lee will also need a copy of the Final Geotechnical Report.

20. Sht 12: Where are Silt Fences and Bales installed? Also, use alternate SWPPP measures to hay bales, if proposed to be used.
21. Sht 12, show a crushed rock pad at project entrance to prevent/mitigate tracking.
22. Sht 12: Show stormwater outlet erosion prevention such as riprap.

**DIA**

1. Use current City DIA form available at <http://www.gjcity.org/CityDeptWebPages/CommunityDevelopment/DevelopmentServices/DSFilesThatLINKintoDWStoreHere/PDF/Forms/DIA.pdf> and Exhibit B form at <http://www.gjcity.org/CityDeptWebPages/CommunityDevelopment/DevelopmentServices/DSFilesThatLINKintoDWStoreHere/PDF/Forms/DIA%20EXHIBIT%20B.pdf>

**CITY FIRE DEPARTMENT**

**6/11/03**

**Hank Masterson**

**244-1414**

---

No objections.

**BRESNAN COMMUNICATIONS**

**6/12/03**

**Chuck Wiedman**

**263-2313**

---

We are in receipt of the plat map for your new subdivision, Crista Lee 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 available to the new home purchasers. There 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, 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.

**REVIEW COMMENTS / FP-2003-101 / PAGE 4 of 8**

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.

**CITY TRANSPORTATION ENGINEER**

**6/13/03**

**George Miller**

**256-4123**

---

1. These plans have not been completed on a number of points.
  - a. Several previous comments have requested detailing of existing B 1/2 Rd striping, signing, accesses, etc along the site frontage, and for 200' each direction beyond the frontage in each direction. This has never been provided.
  - b. A bike lane is required along the site frontage. This has not been detailed.
  - c. Stop signs were required for North and Southbound Crista Lee at B 1/2 and at Mia. These have not been provided. Additionally required, but not provided, a Northbound stop was required at Jacob, and a Southbound stop was required on Tianna at Tina.
  - d. Street names will be required at the intersection of Mia and Tianna and at the Tina /Jacob intersection.
2. The plans have changed in a variety of ways from previous issues. Plans now show splash pans on Mia at Crista, on Jacop at Mia, and on Tina at Tianna. As requested on earlier comment sets, advisory "Dip" signs will be required on unrestricted approaches to these pans.
3. The plan set will need to include a note, "Contact the City Traffic Operations Supervisor(970 / 244-1573) prior to any pavement marking or signing material order, layout, or installation."

**CITY ADDRESSING**

**6/17/03**

**Faye Gibson**

**256-4043**

---

The street name of Tina Way needs to be changed to Four Corners Drive. All other street names and Subdivision name is fine.

**PARKS & RECREATION DEPARTMENT**

**6/17/03**

**Shawn Cooper**

**254-3869**

---

P&OS fees will be 21 DU @ \$225/ = \$4725.

Parkland Dedication fees will be fee in lieu of land dedication equal to 10% of land value. According to the appraisal, that 10% value will be \$12,000.

**MESA COUNTY BUILDING DEPARTMENT**

**5/23/03**

**Bob Lee**

**244-1656**

---

No objections to the application.

**CITY PROPERTY AGENT**

6/12/03

**Peter Krick**

256-4003

---

**REVIEW COMMENTS**

1. The distance used in line no. 7 of the legal description does not match the drawing.
2. Item no.3 in the Dedications should read: "All Irrigation Easements to the Owners."
3. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat.
4. Indicate the source of the right of way for B-1/2 Road.
5. Provide right of way widths for the interior roads within the Plat.
  
6. Tract A is indicated on the drawing as being "temporary" and the Dedication states that it is a perpetual easement for the stated purposes.
7. The 30 foot ingress/egress easement within Tract B should not be dedicated to the City of Grand Junction.
8. The Tract B dedication language should note the ingress/egress easement to the private parties of the adjoining property.
9. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive.
10. A copy of an Improvement Survey is required with the submittal of the Plat.
11. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

**COLORADO GEOLOGIC SURVEY**

6/18/03

**Celia Greenman**

303-866-2811

---

The material CGS recently received on Crista Lee does not provide any more information than the previous submittal. Therefore, there is no additional comment beyond what was stated in my email dated December 19, 2002, when I mentioned that it would be prudent to drill some test borings to determine post-grading conditions in the wet sections of the site--specifically to confirm that grading and cessation of flood irrigation have improved the conditions. There should be a contingency plan prepared if wet conditions persist.

**ORCHARD MESA IRRIGATION**

5/23/03

**Raymond Schuster**

464-7885

---

Orchard Mesa Irrigation District's Mutual Mesa Flow line feed this subdivision. There are several head gates at the southeast corner of the subdivision, which we must have access to at all times during the irrigation season. Access without fences or access with fences without locked gates.

The details of what is going to happen to these head gates at the southeast corner in on sheet 13 of 19 sheets. We did not receive sheet 13 so we don't have the details. I met on the ground with a representative of Vista Engineering Corp., and we kicked a few clouds of dirt and discussed a few details. I would like to see how our discussion was interpreted by seeing sheet 13.



**ORCHARD MESA SANITATION**

6/19/03

**Stephen LaBonde**

241-7076

The following are the Orchard Mesa Sanitation District's review comments for the proposed Christa Lee Subdivision:

1. The note on Sheet 5 referring to the connection of the new sewerline to the District's existing 12-inch PVC sewerline upstream of existing MH-OM5 should be revised to include the connection between the existing and new sewerlines is to be made with a PVC bell-by-bell closure coupling.
2. The type of pipe for the District's existing 12-inch sanitary sewerline along B½ Road should be called out as PVC for the Contractor's reference.
3. A note should be added on Sheet 5 specifying the method of abandoning the existing sewer service line connected to the District's B½ Road sewerline in the intersection of Christa Lee Way. The tap is to be abandoned by cutting the existing service line at the tap and capping it with a glue cap. A District representative will be required to inspect the abandoned tap prior to backfill that should be noted on the Plans.
4. Several sewer service lines are shown connecting to the proposed sewer main at locations where concrete encasement of the sewerline is required at water line crossings. For future maintenance reasons, these taps should be relocated. This can be accomplished by relocating MH-B1 to the west so that the sewerline in Tianna Way is located in the center of the south bound lane; MH-B2 located further south to the center of the east bound lane in Tina Way; and MH-D1 is located further to the south approximately 10-feet. Locating the manholes at these locations will allow the taps to Lots 4 and 8 of Block 2 and Lot 4 of Block 3 to connect to the sewer main outside the concrete encasements.
5. The sewerline between MH-B2 and MH-B3 should be extended further to the east so that the sewer service lines to Lots 5 and 6 of Block 2 extend into the lot perpendicular to the sewer main. The sewer service to Lot 5 should be redirected to this sewerline rather than the sewerline in Jacob Way. The District requires sewer services in new developments to be perpendicular to the sewer main for ease of future referencing, if at all possible.
6. The invert-in elevation for the proposed 8-inch sewerline at MH-A1 in Christa Lee Way should be revised to provide a maximum fall of 0.7-feet between the invert-in and invert-out to provide a better invert configuration rather than the 1-foot fall proposed.
7. The beginning and end stationing for all concrete encasements of the sewerline at water line crossings should be specified on the Plan and Profile.
8. The invert-in elevation for the stub-out at MH-C2 should be specified on the Profile. A note specifying the length of the stub-out and that the end be glue capped and marked with a 2x4 post painted green should also be added.
9. The lot and block number should be shown on the plan portion of the Plan and Profile Sheet 7 for Lots 4 and 5 of Block 2 for the District's future reference in locating sewer service lines.
10. The District's Standard Notes will need to be provided on the final Plans approved for construction that are available upon request. In addition to the District's Standard Notes, the following additional notes should also be included:
  - a) The Contractor will be required to obtain any necessary utility permits for work within the B½ Road right-of-way.

**REVIEW COMMENTS / FP-2003-101 / PAGE 7 of 8**

- b) For dead-end manholes B3 and B1, the invert channel shall be constructed  $\frac{3}{4}$  of the length through the manhole base to facilitate testing and access for the District's maintenance equipment.
- 11. The District's approval signature blocks should be revised to;
  - i) Approved for construction for 1 year from the following date
  - ii) Initial Acceptance
- 12. The District's Standard Detail Sheet will need to be included with the final Plans approved for construction.
- 13. The District's Sewerline Extension Application and Agreement will need to be executed by the Petitioner prior to the Plans being approved for construction.

Please have the Petitioner revise the Plans to address the aforementioned comments and resubmit them to the District for review. We apologize for the delay in issuing the District's comments.

**MESA COUNTY SCHOOL DIST #51**

**6/2/03**

**Lou Grasso**

**242-8500**

---

Following are estimated student impacts for two developments. I have identified the development and then listed the Program/Schedule Capacity, 2/03 enrollment and estimated student impact at the attendance area schools. Please contact me at 242-8500 if you have questions or need additional information.

Crista Lee: MesaViewEle: 380/444/5 OM MS: 598/604/2 CHS: 1470/1652/3

**UTE WATER**

**5/29/03**

**Jim Daugherty**

**242-7491**

---

**COMMENT**

- \* A fire hydrant should be place at northwest corner of lot 1, block 2.
  - \* If water line ties in to 18" in B 1/2 Rd. a pressure-regulating vault will be required at entrance to subdivision.
  - \* 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 received as of 6/24/03:**

City Attorney  
City Police Department  
City Utility Engineer

**REVIEW COMMENTS / FP-2003-101 / PAGE 8 of 8**

Mesa County Public Works

Qwest

US Postal Service

XCel

**RESPONSE TO REVIEW COMMENTS**

**CRISTA LEE SUBDIVISION**

**Alan Helmick**

City Community Development

Pat Cecil

**RECEIVED**  
JUL 25 2003  
COMMUNITY DEVELOPMENT  
DEPT.

## REVIEW COMMENT RESPONSES

July 24, 2003

### CRISTA LEE SUBDIVISION - FINAL PLAN

File # FP-2003-101

These responses correspond with review comments provided by the City of Grand Junction for the above-referenced project dated June 24, 2003.

#### **Pat Cecil - City Community Development**

1. Check the dedication language on the plat. It provides access to the Districts' "successors and assigns" (see plat note 7 under "Description" on the right-hand side of the plat). Please provide specific language, if this is not satisfactory. Copies of the easement documents and the revised CC&R's are included for your review.
2. Correct spelling of "Crista" is provided throughout.
- 3 & 4. A copy of the revised CC&R's is included.
5. Landscaping costs have been added to the DIA, irrigation costs were originally included.

#### **Laura Lamberty - City Development Engineer**

##### Covenants

- 1 & 2. A copy of the revised CC&R's is included.

##### Plat/Easement

1. Correct spelling of "Crista" is provided throughout.
2. The plat has been corrected to denote a "permanent" detention area.
3. The plat has been corrected to include a note regarding soils conditions (note 6).
4. Dedication is to Daughtery (note 6, under "Description").

##### Plans

- 1 - 12. The plans have been revised to provide the requested changes.
13. The storm sewer termination has been more clearly delineated. Mesa County will be contacted to request extension of the B ½ Road storm sewer which is currently not proposed to be installed in this particular location.
14. No comment provided by City.

**ORCHARD MESA SANITATION**

8/7/03

**Stephen LaBonde**

241-7076

The following are the Orchard Mesa Sanitation District's review comments on the resubmittal of the proposed Christa Lee Subdivision addressing the District's comments of June 16, 2003:

1. The invert-in elevation at MH-A1 for the proposed 8-inch sewerline from the Christa Lee Subdivision has a fall of 0.58-feet between the invert-in and invert-out. The District's previous comment requested a 0.7-foot fall to ensure that wastewater from the B½ Road sewerline would not back up into the new sewerline. The 0.58-foot fall is acceptable that can be field adjusted dependent on the peak flow depth in the B½ Road sewerline. A note should be added to the Plans that the invert-in at MH-A1 can be field adjusted to prevent flow from backing up into the Christa Lee outfall sewerline.
2. The stub-out length at MH-C2 should be adjusted to 5-foot that is the maximum stub-out length allowed by the District.
3. The District's Standard Notes should be provided on Sheet 3 to replace the sewer notes provided.
4. MH-A2 is incorrectly labeled in the profile on Sheet 6 and should be corrected.
5. The leader line to MH-D1 should point to the manhole rather than the concrete encasement on Sheet 4.
6. The District's Sewerline Extension Application and Agreement still needs to be executed by the Petitioner that will need to be submitted prior to the Plans being approved for construction.

Please have the Petitioner revise the Plan to address the aforementioned comments and resubmit them to the District for final review.

15. Tianna Way is correct. Tina Way is required to change to Four Corners Drive (see Faye Gibson comment).

16. To accurately provide maximum foundation elevations, I would need to know the exact locations of the building footprints. This information is not available at time of grading plan design. Maximum elevations are dependent on actual distances and setbacks determined at time of building construction.

17. The TC elevation on Lot 1, Block 3 has been lowered 0.7'. Thank you for the observation.

18. Drainage-type details and notes have been added to the plan.

19. A drainage letter, with Bob Lee acknowledgment, has been forwarded to your office.

20. Bales have been eliminated as an option, and silt-fence is indicated around the outlet structure on the revised drawing. This location will intercept all significant site runoff.

21. A crushed-rock mud-trap is indicated on the revised drawing.

22. A riprap blanket is shown at the pond intake on the revised drawing.

#### DIA

1. Please provide a copy of the blank form in an electronic spreadsheet format (Excel, etc.). I can only download a copy of the form to fill-out manually from the website.

#### **Chuck Wiedman - Bresnan Communications**

Your comments have been forwarded to the petitioner.

#### **George Miller - City Transportation Engineer**

1.
  - A. Existing pavement striping, accesses, and signs along B ½ Road are now shown on the revised "utility composite", sheet 4.
  - B. A bike-lane is now indicated on the typical cross-section for B ½ Road, sheet 3.
  - C. Signs have been added, as requested, see sheet 4.
  - D. Signs have been added, as requested, see sheet 4.

2. "Dip" signs have been added, as requested.

3. The requested note has been added to sheets 3 and 4.

### **Faye Gibson - City Addressing**

Tina Way has been changed to Four Corners Way, as requested.

### **Shawn Cooper - City Parks and Recreation**

Fee information has been forwarded to the petitioner.

### **Peter Krick - City Property Agent**

1. The distance has been corrected.
2. Correction has been provided.
3. Abbreviations have been added.
4. A book and page have been added.
5. Roadway widths have been added.
6. Tract A has been corrected to be permanent.
7. Tract B is dedicated to Daughtery.
8. Tract B dedication language has been revised, please review and provide specific language if not satisfactory.
9. The 25' easement across Mia Drive existed prior to this plat and must be shown.
10. An Improvement Survey will be submitted with the plat.

### **Celia Greenman - Colorado Geological Survey**

A note has been added to the final plat recommending engineered foundations to analyze and mitigate soil/foundation problems. Roadway and trench stabilization can ultimately only be addressed during construction, however, there are recommendations within the soils report.



**Raymond Schuster - Orchard Mesa Irrigation**

A 15' access easement with access language (regarding fences and gates) has been added to the plat and revised plans to provide OMI access to the existing structures in the southeast corner of Lot 4, Block 2. Sheet 13 is included for your review.

**Stephen LaBonde - Orchard Mesa Sanitation District**

All comments have been addressed as requested. Notes, signature blocks, and standard detail sheets have been revised or added, as required. The petitioner has been made aware of the required extension agreement.

**Lou Grasso - Mesa County School District**

Informational comment, no response necessary.

**Jim Daugherty - Ute Water**

1. The fire hydrant has been added, as requested.
2. The waterline connection to the existing 18" high-pressure line is noted on the revised drawings, as discussed.

Remaining notes are included in the drawings.

### ***Declaration of Covenants, conditions and Restrictions of Crista Lee Subdivision***

THIS DECLARATION, made on the date here and after set forth by Alan C. Helmick her after referred to as "Declarant." WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as, see attached Exhibit AA" by this reference incorporated herein. NOW, THEREFORE, Declarant hereby declared that all the properties described, sold and conveyed subject to the following Easements, Restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of, and which shall run with the personal property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each party thereof.

THEREOF, Declarant Declares, that the property and every portion of it, is and shall be held, sold, and conveyed subject to the Covenant, conditions, Restrictions, and agreements contained in this Declaration, which:

"A" Are for the purpose of protecting the value and the desirability of the property;

"B" Shall run with, and be a pertinent to, all of the property except as expressly stated otherwise and,

"C" Shall be binding upon, and insure to the value to the benefit of all persons or entities now owning or subsequently acquiring any right, title or interest in all or any part of property, together with each of their heirs, personal representatives, successors in interest and assigns.

All of the provisions of this Declaration are in furtherance of a general plan for the benefit of all of the property and it's improvements and for the benefit of each present and subsequent owner of the property. All of the provisions of this Declaration shall be deemed to run with the land as Covenants running with the land or as equitable servatutes, as the case may be obtained.

"D" these Covenants shall be binding upon all parties and all persons claiming under then for a period of twenty years from a date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote reflected by signed documents dually recorded by the majority of the land owners, it is agreed to change that covenant in all of part.

#### **Article I.**

#### **DEFINITIONS**

Section 1. "Association" shall mean and refer to Crista Lee Homeowners Association.

Section 2. "Owner" ("Owner's") shall mean and refer to the record owner, whether one or more person's or entities of a fee simple title to any lot, which is a part of the subdivision, including contract sellers, excluding those having such interest merely as security for the performance of, an obligation. Multiple person's or entities holding title to a single lot shall together constitute a single owner.

Section 3. "Subdivision" means Crista Lee Subdivision in Mesa County, Colorado, according to the recorded plat of that Subdivision, as that plat may be amended from time to time.

Section 4. "Common Use Area" can mean and refer to the Orchard Mesa Irrigation held by the Declarant for the use of the Association, and any other water or water rights, ditch or ditch rights or

easements acquired by the Association, together with any facilities, improvements, easements, or other real or personal properties related to related to, associated with, or used in connection with any of them, "including, for example, irrigation pumps, valves, siphons, filters, and pipeline."

Section 5. "Lot" ("Lot's") shall mean and refer to each residential lot shown upon the recorded plat of the subdivision, as the plat may be amended from time to time, excluding areas designated as common area on the plat.

Section 6. "Natural Landscaping" shall mean and refer to landscaping that fits the natural green valley surrounding a lot.

Section 7. "Living space" shall be deemed to include any floor on a split-level residence, which is less than four feet below the grade of the structure, or any space under roof with the exception of garage area, storage area and basement. Basement is determined by any area which is more than four feet below the grade of the surface of the exterior of the building, this area shall be considered Basement Area and the square footage thereof shall not be counted in determining the compliance with the foregoing restrictions.

Section 8. "Architectural Control Committee" ("ACC")

Section 9. "Tree" shall mean any tree that the trunk measures 12" of diameter 6' above the ground.

## Article II.

### PROPERTY RIGHTS

Section 1. **Irrigation Water Delivery System.** Every owner shall access and use the Irrigation Water Delivery System located in the utility and irrigation easement located along the boundary of each lot.

"A" The association shall have the right to charge reasonable fees for the use and maintenance of the Irrigation Water Delivery System; and the right of the association to promulgate rules, regulations and schedules related to the use of the Irrigation Water System, and,

"B" The association shall have the right to suspend the voting rights and right to use of the Irrigation Water Delivery System by an owner for any period during which any access against his lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations as determined by the Board of Directors.

Section 2. **Delegation of Use.** Any owner may delegate, in accordance with the bylaws, his right of use to the member of his family his tenants, or contract purchasers who reside on the property.

Section 3. **Ownership of Irrigation Equipment.** The association shall own and be responsible for the maintenance of the Irrigation Water Lines and associated equipment and fixture. The owners shall only be responsible for the maintenance of all irrigation lines, pumps and sprinklers located within the boundaries of the owners lot that have been installed for that lot's sole use.

Section 4. **Open Space.** The association shall own and maintain all common areas and open space areas as designated on the plat or incorporated into the design of Country Meadows including the pedestrian pathways, entrance monuments, landscaping and common landscape easement areas such as the 10' of area behind the east in Subdivision.

## Article III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot, which is subject to access, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to access.

Section 2. The association shall have one class of voting membership, and be all owners of lots within Crista lee Subdivision shall be entitled to one to one vote per each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such shall be exercised as they determine, but in no eveny shall more than one vote be cast with respect to any lot.

#### Article IV.

#### COVENANT FOR MAINTENANCE ASSESSMENTS.

SECTION 1. **Creation of The Lien of Personal obligation of Assessments.** The Declarant for each lot owned within the property, hereby covenants and each owner of any lot by acceptance of 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 assessment or charges, and "2. Special assessments for capitol improvement, such assessments to be established and collected as here and after provided. The annual special assessments, together with interest, cost and reasonable attorneys fees, shall be charged on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest cost and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless it is expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the association, shall be to maintain an irrigation water delivery system to the properties and to perform the maintenance responsibilities set forth in Article II above along with any other maintenance responsibilities deemed necessary by the Board.

Section 3. **Maximum Annual Assessment.** Until January St. of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessments shall be \$100 per lot

"A" From and after January St. of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessment may be increased each year not more than twenty-five percent above the maximum assessment for the previous year without a vote of the membership.

"B" From and after January 1<sup>st</sup>. of the year immediately following the conveyance of ninety percent of the lots to non- Declarant owners the maximum annual assessments may be increased above twenty-five percent by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting dually called for this purpose.

"C" The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. **Special Assessments for Capitol Improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in all or in part, the cost of any reconstruction, repair of or replacement of the Irrigation Water Delivery System, including fixtures and personal property related there to, or for the additional construction or maintenance of pedestrian pathways or facilities constructed within the open space for the use of all owners, provided that any such assessment shall have the consent of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting dually called for this purpose.

**Section 5. Notice in Quorum for any Action Authorized under Section 3 and 4.** Written notice of any meeting called for the purposes of taking any action authorized under Section 3. Or 4. shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Quorum at the subsequent meeting shall be one half (1/2) of the preceding meeting. No such subsequent meeting shall be held more than sixty days.

**Section 6. Uninformative Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots that are owned by a non- Declarant member and assessments shall be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Date.** The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to a non-Declarant owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of Annual Assessments against each lot at least thirty days in advance of each Annual Assessment Period. Written notice of Annual Assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association as to the status of assessments on a lot and this will be binding upon the association as of its issuance.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments not paid within thirty days after the due date shall bear interest from the date at the rate of eighteen percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Irrigation Water Delivery System or abandonment of his lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **Article V.**

#### **LAND USE RESTRICTIONS**

**Section 1. Land Use and Building Type.** No lot should be used except for residential purposes. No building should be erected, or otherwise altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage with not less than two cars, swimming pool, and other small outbuildings directly related to residential use. The erection of more than one dwelling per lot or the new subdivision of lots into smaller units is prohibited.

**Section 2. Prefabricated Structures.** All dwellings, garages and outbuildings constructed upon the land covered by these covenants shall be of top quality design, construction, workmanship and material; in particular, no structure will be of the types known as "prebuilt, precut, modular, manufactured, or mobile homes," regardless of it's quality as determined by other standards, also all dwellings shall have at least eighteen hundred square feet under roof.

**Section 3. Architectural Control.** All residential design and construction is subject to the approval of the Architectural Control Committee established in these articles. Careful attention shall be given to the esthetic and functional consideration of any design submitted in order to enhance family type lifestyle of the subdivision without limitation, Architectural Control Committee shall consider the following:

"A" The overall nature or character of the appearance of the structure, including orientation with regard to view and pricing, and quality of exterior materials, must be consistent with the requirements for construction in this subdivision.

"B" Minimal grading of dwelling sites to preserve natural terrain and foliage is preferred.

"C" The use of earth tone colors will be encouraged, and bright colors discouraged, especially where an owner seeks to change or alter the existing color of the structure.

"D" Patio structures will be designed such that they will blend into and compliment the pertinent structure; a aluminum or plastic patio roof structures are prohibited.

"E" The Architectural Control Committee will approve only residential construction which meets the following standards: (1.) A full set of plans and specifications must be submitted (2.) siding, stucco, masonry, roofing, gutters and trim must be colors approved by the Architectural Control Committee. (3.) The Architectural Control Committee will designate the location for a newspaper and other non-mail receptacles.

"F" Architectural Control Committee shall encourage stucco, stone, or rock exteriors. Final approval of plans shall be at the total discretion of Architectural Control Committee.

**Section 4. Dwelling Size and Quality.** No dwelling shall be permitted on any lot if the ground floor area of the main structure exclusive of open porches is less than seventeen hundred square feet, by outside measurements; provided, however, that the Architectural Control Committee may permit the following exceptions.

"A" If the residence has second story the ground floor area of the main structure exclusive of open porches shall not be less than thirteen hundred square feet, by outside measurement, with a total square footage on the first and second of no less that seventeen hundred square feet, by outside measurement.

**Section 5. New Construction.** All construction within the subdivision shall be new construction, no previously erected building or other improvement shall be moved onto or set upon any lot of any other location.

**Section 6. Building Location.** The Architectural Control Committee must approve the sighting of any building upon a lot before any excavation begins. No building shall be located on any lot near the front line or near the side street line, than the minimum building setback line that is required by applicable codes, ordinances or conditions of approval by Crista Lee Subdivision and ACC. Moreover, no residences or outbuildings shall be located nearer to the front lot line, rear lot line, or interior lot line, than permitted by applicable codes or ordinances. Eaves, steps that over porches, without roofs, shall not be considered a part of the building: provided however, that this provision shall not be constructed to permit any portion of the building on a lot to encroach onto another lot.

**Section 7. Driveways.** Driveways shall be composed of concrete unless otherwise approved by the ACC.

**Section 8. Parking.** All automobiles, trailers, boats, snowmobiles, recreational vehicles and other motorized vehicles, which are not kept in the garage, must be parked in the side yard of the residence. Any such vehicles may only be parked in the street or driveway temporarily while loading or unloading. On street parking is prohibited. No more than five vehicles may be parked outside a residence for a period of more than three days at any time. A natural wood fence, landscaping or

other method approved by the ACC, must screen all recreational vehicles, boats, trailers and similar vehicles, if parked in the side yard or rear yard of a residence on a regular basis.

**Section 9. Building Plans and Materials.** All plans, specifications, color selections, and samples of exterior siding and/ or masonry materials along with roof materials samples, for any building, addition or improvement must be submitted to the ACC for review and approval before the selection Color Selections should be chosen that will blend into the surrounding landscape and terrain. Bright or highly visible colors will be discouraged while natural colors will be encouraged.

**Section 10. Landscaping.** All front yard landscaping and any other landscaping that is visible from any street within the project shall be a type which compliments the residential character of the subdivision, and which is acceptable to the ACC. The landscaping plan must be submitted to the ACC. thirty days before landscaping is to be installed which ever would come first.

**Section 12. Nuisance.** No obnoxious or offensive activities shall be carried on upon any lot, nor shall any activity be permitted which becomes an annoyance or nuisance to the neighborhood. No lot may be used for commercial purposes, except for home occupations. "Home Occupation" as used in this declaration means an occupation by the resident conducted totally not entail the employment of third persons on the premises, this does not include the delivery of goods or services to customers upon the lot. Any other commercial use shall be considered a nuisance within the meaning of this declaration.

**Section 13. Temporary Structures.** No structure temporary in character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, with the exception of a trailer for security purposes during development, construction.

**Section 14. Signs.** No sign of any kind shall displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent and the signs used by the Declarant, building contractor or lender for advertising during construction and sales of the lots in the subdivision. Signs used by the building contractors or lenders are limited in size to the fifty-four square feet. Signs used by the Declarant are not nor shall they be restricted by the Home Owners Association or the ACC.

**Section 15. Animals.** No animals can be kept in the subdivision which is a nuisance to other owners in the neighborhood or which run at large and endanger residents in the subdivision. All animals shall be maintained on the owner's property, or on a leash. At the request of any owner, the Board of Directors of the Association shall determine whether a particular animal shall be considered a nuisance or whether the number of any such animals on any lot is a nuisance. Habitually barking and/or vicious dogs are prohibited at the sole discretion of the association. Under no circumstances shall the commercial use of pets be allowed on any lot within the Crista Lee Subdivision.

**Section 16. Variance.** The ACC may grant a reasonable variance or adjustment to these conditions and restrictions in order to overcome practical difficulties and permit unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to their property or improvements in the neighborhood and shall not defeat the general intent in purpose of these restrictions.

**Section 17. Utilities and Easements.** Underground electrical, natural gas, telephone/cable television, and irrigation shall be available to all lots and tracts in Country Meadows filing One. The utility companies furnishing these services shall have easements shown on the recorded file. No permanent structure shall be erected on any said easements neither shall the Declarant, the utility company nor any entity using these easement be held liable for any damage done by either of them

or their assigns agents or employees to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements. No overhead services shall be allowed to service any lot within this subdivision.

**Section 18. Limitation on Parking and Storage.** No boats, trailer, buses, recreational vehicles, inoperative private automobiles, or inoperative vehicles of any kind, camper rig off trucks, or stored permanently or semi-permanently on any public street, right of way or driveway. Permanent or Semi-Permanent storage for such vehicles or items must be screened from public view, either in a garage or dwelling unit. Semi-permanent storage is hereby defined to be location of one place of a period of seventy-two hours or longer. All screens for above named items must be approved in advance by the ACC.

**Section 19. Fences, Planters and Hedges.** No wall, fence, planter or hedge in excess of three feet above ground level shall be allowed within the front yard setback. Front yard setbacks will be defined according to the county ordinances for front setbacks in the R-2 Zone. Open type fencing such as split rail or similar type will be required for any front yard fencing within the front yard setback areas, in any case no fence will be allowed to be taller than six feet on any lot within the subdivision without the express permission of the ACC. In addition all fences must be approved by the ACC before construction.

**Section 20. Site Lines on Corner Lots.** No object or thing shall be placed or planted on corner lots which unnecessarily obstruct site lines at elevators between two feet and six feet above the top of the street curb within a triangular area formed by the junction of the street and the curb lines and the line connecting them at a point twenty-five feet from the junction of such streets, curb line, or extension thereof.

**Section 21. Restrictions on Storage Areas.** Clotheslines, equipment, garbage cans, services yards, brick piles or storage areas shall be adequately screened by planting or construction to conceal the same from view of neighboring lots and streets.

**Section 22. Landscaping Time Limit Requirements.** Any lots where a building permit has been issued for construction upon that lot shall submit a landscaping plan to the ACC within one hundred and eighty days of building permit issuance. Said landscaping shall be completed and ready for a walk through inspection by the ACC within one year of building permit issuance. This clause shall apply only to those areas of landscaping that are in the front and side yards that are visible from the streets. In the event that weather will not permit the planting of plants, shrubs, and grass within the time frames stated above the ACC shall grant an extension that will allow thirty days after the planting season begins in the spring following the issuance of the building permit.

**Section 23. Restrictions relating to Drainage.** Nothing shall be done or permitted by an owner or occupant which would block, divert or channelize the natural flow of drainage water across any lot or tract from adjacent lots or tracts as established by the original subdivision grading without specific approval from the ACC.

**Section 24. Antennas and Similar Devices.** No antenna, satellite dish, or similar devices for radio, television or any other electronic transmission reception shall be placed upon or around the exterior of any property within said subdivision, unless it is specifically approved by the ACC under which case it shall be required to be screened from the view of neighbors as well as the view from the street. No solar panels or other apparatus shall be erected upon the roof of any structure within Crista Lee Subdivision without the prior written consent of the ACC.

**Section 25. Ground Maintenance.** The land covered by these covenants, and the improvements therein shall be maintained by the owner in good condition. In the event any owner fails to maintain



# LETTER OF TRANSMITTAL

PAT CECIL

**ENGINEERING CORP.**

ENGINEERS & LAND SURVEYORS

2777 CROSSROADS BOULEVARD  
JUNCTION, COLORADO 81506  
(970) 243-2242  
FAX: (970) 243-3810

TO: CITY OF G.J.

COMMUNITY DEVELOPMENT

ATTENTION: PAT CECIL

SUBJECT: CRISTA LEB SUB.  
3RD ROUND REVIEW

DATE: 10/9/03  
JOB NO. 4115.01

### TRANSMITTED ARE:

- For Approval
- For Your Use
- As Requested
- For Review and Comment
- Submittal Accepted
- Submittal Accepted as Noted (Resubmit)
- Submittal Returned for Revisions (Resubmit)

**RECEIVED**

OCT 09 2003

COMMUNITY DEVELOPMENT  
DEPT.

- Submittal Not Accepted (Submit Anew)
- Preliminary Submittal
- For Reference Only
- Distribution Copy (Previously Accepted)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
4	10/8/03	1	RESPONSES TO COMMENTS (1 FOR ALL REVIEWERS)
2	9/10/03	1 OF 1	FINAL PLAT (1 FOR YOU, 1 FOR CELIA GREENMAN - COLO. GEOL. SURV.)
2	10/07/03	4 OF 19	SHEET 4: UTIL. COMPOSITE (1 FOR YOU, 1 FOR LABONDE - O.M. SAN. DIST.)
2	10/07/03	6 OF 19	SHEET 6: SEWER P+P ( " " " " " " )
1	10/08/03	13 OF 19	SHEET 13: LANDSCAPING (1 FOR YOU)

REMARKS PAT - AS DISCUSSED, THIS SHOULD COMPLETE ALL REVISIONS TO THE PROJECT. WE WILL HAND-DELIVER AN ADDITIONAL COPY OF THIS COVER-LETTER ALONG WITH RESPONSES AND SHEETS 4 AND 6 TO STEVE LABONDE AT WESTWATER TO EXPEDITE HIS FINAL REVIEW.

THANKS FOR YOUR ASSISTANCE IN LOOKING AT MY RESPONSES TO YOU SO QUICKLY. I WILL ALSO ATTEMPT TO CONTACT CELIA GREENMAN AND FAX HER THE PLAT/NOTE TO SEE IF SHE WILL ACCEPT THE REVISION. PLEASE FORWARD THE INFORMATION, ANYWAY, AS YOU NORMALLY WOULD.

LET ME KNOW ABOUT STATUS OF CONSTRUCTION APPROVAL, OR ANY ADDITIONAL INFO YOU NEED TO DO SO.

COPY TO STEVE LABONDE / CELIA GREENMAN  
ALAN HELMICK / FILE

SIGNED Pat M. J. Con

# REVIEW COMMENTS

2<sup>nd</sup> Round

Page 1 of 4  
August 11, 2003

FILE #FP-2003-101    DRM                    TITLE HEADING: Crista Lee Subdivision

LOCATION:                    2933 B½ Road

PETITIONER:              Alan Helmick

PETITIONER'S ADDRESS/TELEPHONE:    721 Main Street, #4  
Grand Junction, CO 81416  
970-874-8913

PETITIONER'S REPRESENTATIVE:        Vista Engineering Corp – Pat O'Conner  
243-2242

STAFF REPRESENTATIVE:    Pat Cecil

**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., SEPTEMBER 19, 2003.**

## CITY COMMUNITY DEVELOPMENT

Pat Cecil

244-1439

## CITY DEVELOPMENT ENGINEER

Laura Lamberty

8/4/03

256-4155

1. Need DIA revised to City format.
2. No other issues.

## CITY TRANSPORTATION ENGINEER

George Miller

8/5/03

256-4123

Comments pertain to responses dated 7-24-03 and plans revised 7-25-03. Comments will revisit previously submitted requests for plan revisions (see comment excerpts at the bottom of these notes, and note that some requests have been submitted several times).

### Comments:

1. Street name and stop signs have been provided. However, no list, or table of all needed signs has been provided.
2. Yield signs have been shown for both WBound Maya at Crista Lee and WBound Four Corners at Tianna. Neither of these signs is needed, and should be removed, as right-of-way control is otherwise provided.

**REVIEW COMMENTS / FP-2003-101 / PAGE 2 of 4**

2. Yield signs have been shown for both WBound Maya at Crista Lee and WBound Four Corners at Tianna. Neither of these signs is needed, and should be removed, as right-of-way control is otherwise provided.
3. The Response says a Dip / advisory 15mph assembly has been provided for the splash pan on Mia at Crista Lee. This detail cannot be found. The sign assembly is only needed for WBound Mia, and needs to be placed on the 1st property line east of the pan.
4. Though a cross-sectional view of proposed B ½ Rd asphalt and signing changes has been provided on sheet 3, no plan view has been provided that shows existing and proposed striping, signing, area accesses and road geometry. These proposed and existing views are necessary to both detail and allow review of proposed changes. The details should be provided along the site frontage, as well as a minimum of an additional 200' beyond frontage in both directions.
5. There is no street light shown at the Jacob/Four Corners intersection. There is no need for a street light at Mia and Tianna, as it is close to the Crista Lee intersection.
6. No landscaping plan has been provided, so no comment can be made as to the adherence to sight distance requirements.

**(Comments from 9-02)**

1. As noted above, plans need to include all existing and proposed roadway geometry, pavement marking, and signing on B 1/2 and Four Corners (at, and within 200' of the site), as well as along all internal roads of the proposal.
5. This section of B ½ Rd will need to provide (at least the dedicated width for) bike lanes, as directed by the 2001 Urban Trails Master Plan.

**(Comments from 12-02)**

1. Responses acknowledge that signing details (including previously unspecified "Dip" W8-2 and advisory speed 15mph (W13-1(15) for the splash pan at Tanna and Four Corners) will be detailed in a future plan generation.

Along with signing details, a table will need to provide listing all the sign MUTCD designations, messages, sizes, and sign facing type (high intensity). Also, there will be a note placed by the table; "Contact the City Traffic Operations Supervisor, 970 / 244-1573, prior to any sign material order or installation."

2. Response acknowledges that a future plan submittal will detail all existing and future road geometry, accesses, signing and striping within 200' of the sites frontages on B ½ and on Four Corners.

**(Comments from 6-03)**

1. These plans have not been completed on a number of points.
  - a. Several previous comments have requested detailing of existing B 1/2 Rd striping, signing, accesses, etc along the site frontage, and for 200' each direction beyond the frontage in each direction. This has never been provided.
  - b. A bike lane is required along the site frontage. This has not been detailed.
2. The plans have changed in a variety of ways from previous issues. Plans now show splash pans on Mia at Crista, on Jacop at Mia, and on Tina at Tianna. As requested on

earlier comment sets, advisory "Dip" signs will be required on unrestricted approaches to these pans.

**CITY ADDRESSING**

7/31/03

**Faye Gibson**

256-4043

---

Corrections made are fine. Thank you.

**CITY PROPERTY AGENT**

7/30/03

**Peter Krick**

256-4003

---

**REVIEW COMMENTS**

1. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat. The abbreviations contained within the Curve Table require an listing of the abbreviations used.
2. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive. The easement becomes subordinated to the right of way for Mia Drive. If the easement remains, the right of way for Mia Drive shall terminate at the easement line and not at the Plat boundary.
3. A copy of an Improvement Survey is required with the submittal of the Plat.
4. All lettering appearing on the Plat shall be a minimum of 0.08".
5. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

**CITY UTILITY ENGINEER**

6/27/03

**Trent Prall**

244-1590

---

As this proposal falls within the Orchard Mesa Valley Sanitation District as well as the Ute Water District, please contact those utilities directly for a full review of proposed utilities.

**COLORADO GEOLOGIC SURVEY**

8/8/03

**Celia Greenman**

303-866-2811

---

CGS received the Review Comment Responses (July 24, 2003) and a Preliminary Plan (July 23, 2003), Stormwater Management Plan (May 8, 2003) and a Grading and Drainage Plan (May 8, 2003) prepared by Vista Engineering.

My letter dated September 25, 2002 commented on the poor surface and subsurface drainage at the site. I mentioned that "consideration should be given to lining the ditches or piping irrigation on the east and south sides of the site". The grading and drainage plan indicates the open ditch on the south will be piped, but there is no notation for the ditch on the east. I also mentioned that the Grand Junction Engineering Department should verify that release rates from the detention pond would be less than historic, although this information might not be available at this stage of the planning process.

Plat note 6 does point out low bearing strength soils and "the high potential for ground water" (this should read "potential for high ground water"). The geotechnical report prepared by Geotechnical Engineering (August 20, 2002) states that perimeter drains should be installed where groundwater is present within 5 ft of the surface. To be effective, perimeter drains should

discharge to a sump that can be pumped or to an area-wide underdrain, providing gravity drainage is possible. Alternatively, individual sumps could pump to a gravity main located within the roadways.

**ORCHARD MESA SANITATION**

**8/7/03**

**Stephen LaBonde**

**241-7076**

The following are the Orchard Mesa Sanitation District's review comments on the resubmittal of the proposed Christa Lee Subdivision addressing the District's comments of June 16, 2003:

1. The invert-in elevation at MH-A1 for the proposed 8-inch sewerline from the Christa Lee Subdivision has a fall of 0.58-feet between the invert-in and invert-out. The District's previous comment requested a 0.7-foot fall to ensure that wastewater from the B½ Road sewerline would not back up into the new sewerline. The 0.58-foot fall is acceptable that can be field adjusted dependent on the peak flow depth in the B½ Road sewerline. A note should be added to the Plans that the invert-in at MH-A1 can be field adjusted to prevent flow from backing up into the Christa Lee outfall sewerline.
2. The stub-out length at MH-C2 should be adjusted to 5-foot that is the maximum stub-out length allowed by the District.
3. The District's Standard Notes should be provided on Sheet 3 to replace the sewer notes provided.
4. MH-A2 is incorrectly labeled in the profile on Sheet 6 and should be corrected.
5. The leader line to MH-D1 should point to the manhole rather than the concrete encasement on Sheet 4.
6. The District's Sewerline Extension Application and Agreement still needs to be executed by the Petitioner that will need to be submitted prior to the Plans being approved for construction.

Please have the Petitioner revise the Plan to address the aforementioned comments and resubmit them to the District for final review.

# REVIEW COMMENTS

2<sup>nd</sup> Round

*Email  
8/19/03*

Page 1 of 4  
August 19, 2003

FILE #FP-2003-101

TITLE HEADING: Crista Lee Subdivision

LOCATION: 2933 B½ Road

PETITIONER: Alan Helmick

PETITIONER'S ADDRESS/TELEPHONE: 721 Main Street, #4  
Grand Junction, CO 81416  
970-874-8913

PETITIONER'S REPRESENTATIVE: Vista Engineering Corp – Pat O'Conner  
243-2242

STAFF REPRESENTATIVE: Pat Cecil

**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., SEPTEMBER 19, 2003.**

## CITY COMMUNITY DEVELOPMENT

8/12/03

Pat Cecil

244-1439

1. Trees must be supplied along road frontage of Tract "A" and a portion of Tract "B" (outside of sight triangles).
2. Property to the west is zoned RSF-4. Correct sheet 4 of 19.

## CITY DEVELOPMENT ENGINEER

8/4/03

Laura Lamberty

256-4155

1. Need DIA revised to City format.
2. No other issues.

## CITY TRANSPORTATION ENGINEER

8/5/03

George Miller

256-4123

Comments pertain to responses dated 7-24-03 and plans revised 7-25-03. Comments will revisit previously submitted requests for plan revisions (see comment excerpts at the bottom of these notes, and note that some requests have been submitted several times).

### Comments:

1. Street name and stop signs have been provided. However, no list, or table of all needed signs has been provided.

**REVIEW COMMENTS / FP-2003-101 / PAGE 2 of 4**

3. The Response says a Dip / advisory 15mph assembly has been provided for the splash pan on Mia at Crista Lee. This detail cannot be found. The sign assembly is only needed for WBound Mia, and needs to be placed on the 1st property line east of the pan.
4. Though a cross-sectional view of proposed B ½ Rd asphalt and signing changes has been provided on sheet 3, no plan view has been provided that shows existing and proposed striping, signing, area accesses and road geometry. These proposed and existing views are necessary to both detail and allow review of proposed changes. The details should be provided along the site frontage, as well as a minimum of an additional 200' beyond frontage in both directions.
5. There is no street light shown at the Jacob/Four Corners intersection. There is no need for a street light at Mia and Tianna, as it is close to the Crista Lee intersection.
6. No landscaping plan has been provided, so no comment can be made as to the adherence to sight distance requirements.

**(Comments from 9-02)**

1. As noted above, plans need to include all existing and proposed roadway geometry, pavement marking, and signing on B 1/2 and Four Corners (at, and within 200' of the site), as well as along all internal roads of the proposal.
5. This section of B ½ Rd will need to provide (at least the dedicated width for) bike lanes, as directed by the 2001 Urban Trails Master Plan.

**(Comments from 12-02)**

1. Responses acknowledge that signing details (including previously unspecified "Dip" W8-2 and advisory speed 15mph (W13-1(15) for the splash pan at Tanna and Four Corners) will be detailed in a future plan generation.

Along with signing details, a table will need to provide listing all the sign MUTCD designations, messages, sizes, and sign facing type (high intensity). Also, there will be a note placed by the table; "Contact the City Traffic Operations Supervisor, 970 / 244-1573, prior to any sign material order or installation."

2. Response acknowledges that a future plan submittal will detail all existing and future road geometry, accesses, signing and striping within 200' of the sites frontages on B ½ and on Four Corners.

**(Comments from 6-03)**

1. These plans have not been completed on a number of points.
  - a. Several previous comments have requested detailing of existing B 1/2 Rd striping, signing, accesses, etc along the site frontage, and for 200' each direction beyond the frontage in each direction. This has never been provided.
  - b. A bike lane is required along the site frontage. This has not been detailed.
2. The plans have changed in a variety of ways from previous issues. Plans now show splash pans on Mia at Crista, on Jacop at Mia, and on Tina at Tianna. As requested on earlier comment sets, advisory "Dip" signs will be required on unrestricted approaches to these pans.

**CITY ADDRESSING**

7/31/03

**Faye Gibson**

256-4043

---

Corrections made are fine. Thank you.

**CITY PROPERTY AGENT**

7/30/03

**Peter Krick**

256-4003

---

**REVIEW COMMENTS**

1. Item No. 1(j) of the City of Grand Junction Platting Standards requires a list of all abbreviations and symbols used on the Plat. The abbreviations contained within the Curve Table require an listing of the abbreviations used.
2. Remove that portion of the 25 foot Irrigation Easement within the right of way for Mia Drive. The easement becomes subordinated to the right of way for Mia Drive. If the easement remains, the right of way for Mia Drive shall terminate at the easement line and not at the Plat boundary.
3. A copy of an Improvement Survey is required with the submittal of the Plat.
4. All lettering appearing on the Plat shall be a minimum of 0.08".
5. A field inspection will be performed immediately prior to recording the Plat to verify that corners indicated on the Plat are in place and as noted on the Plat.

**CITY UTILITY ENGINEER**

6/27/03

**Trent Prall**

244-1590

---

As this proposal falls within the Orchard Mesa Valley Sanitation District as well as the Ute Water District, please contact those utilities directly for a full review of proposed utilities.

**COLORADO GEOLOGIC SURVEY**

8/8/03

**Celia Greenman**

303-866-2811

---

CGS received the Review Comment Responses (July 24, 2003) and a Preliminary Plan (July 23, 2003), Stormwater Management Plan (May 8, 2003) and a Grading and Drainage Plan (May 8, 2003) prepared by Vista Engineering.

My letter dated September 25, 2002 commented on the poor surface and subsurface drainage at the site. I mentioned that "consideration should be given to lining the ditches or piping irrigation on the east and south sides of the site". The grading and drainage plan indicates the open ditch on the south will be piped, but there is no notation for the ditch on the east. I also mentioned that the Grand Junction Engineering Department should verify that release rates from the detention pond would be less than historic, although this information might not be available at this stage of the planning process.

Plat note 6 does point out low bearing strength soils and "the high potential for ground water" (this should read "potential for high ground water"). The geotechnical report prepared by Geotechnical Engineering (August 20, 2002) states that perimeter drains should be installed where groundwater is present within 5 ft of the surface. To be effective, perimeter drains should discharge to a sump that can be pumped or to an area-wide underdrain, providing gravity drainage is possible. Alternatively, individual sumps could pump to a gravity main located within the roadways.



## Memorandum

**DATE:** September 17, 2003

**TO:** Laura Lamberty, Community Development Engineer  
George Miller, Transportation Engineer  
Peter Krick, Property Agent  
Celia Greenman, Colorado Geologic Survey  
Stephen LaBonde, Orchard Mesa Sanitation

**FROM:** Pat Cecil, Development Services Supervisor

**SUBJECT:** Response to Comments – Crista Lee Subdivision  
Final Plat (FP-2003-101).

Attached is the Response to Comments for this project. Please review and return any further comments you have to me by Thursday, October 2, 2003.

If you have any questions please contact me at:  
Phone #: 244-1439  
Fax #: 256-4031  
E-mail: [patc@grandjct.co.us](mailto:patc@grandjct.co.us)

*street name*  

---

*Four Corners Dr.*

**RESPONSE TO 2<sup>ND</sup> ROUND REVIEW COMMENTS**

# **CRISTA LEE SUBDIVISION**

**Alan Helmick**

City Community Development

Pat Cecil

**RECEIVED**

SEP 17 2003

COMMUNITY DEVELOPMENT  
DEPT.

**REVIEW COMMENT RESPONSES (2<sup>nd</sup> Round)**  
September 16, 2003

**CRISTA LEE SUBDIVISION - FINAL PLAN**  
File # FP-2003-101

These responses correspond with review comments provided by the City of Grand Junction for the above-referenced project dated August 19, 2003.

**Pat Cecil - City Community Development**

1. Trees and landscaping have been added in accordance with our conversations with you.
2. Correction has been provided.

**Laura Lamberty - City Development Engineer**

1. A revised DIA, in the new City format, is included.

**George Miller - City Transportation Engineer**

1. - 5. Signs have been shown and listed as have the existing B ½ Road features, as discussed and reviewed during our meeting on 9/15/03.
6. The landscaping plan has been revised and is included for your review. No features greater than 30" in height are proposed for the sight triangles.

All other comments: Signs have been shown and listed as have the existing B ½ Road features, as discussed and reviewed during our meeting on 9/15/03.

TEDS Exception (requested during 9/15/03 meeting) for the existing driveway across B ½ Road (not in alignment with the proposed Crista Lee Way and closer than the required 150' minimum): A copy of the request is enclosed with these responses.

**Faye Gibson - City Addressing**

No response required.

**RECEIVED**  
SEP 17 2003  
COMMUNITY DEVELOPMENT  
DEPT.

**Peter Krick - City Property Agent**

1. Abbreviations and symbols have been listed as requested.
2. Correction has been provided, as requested.
3. The Improvement Survey was previously provided.
4. The lettering is 0.08" in height (capital letters) in accordance with City requirements.

**Celia Greenman - Colorado Geological Survey**

The ditch on the east is replaced by the internal piping of the proposed irrigation system. The other ditch to the east is offsite and not within our ability to alter.

The drainage report provided to the City indicates that proposed stormwater release rates are far below the historic rates.

Plat note 6 has been corrected, as requested.

The recommendation in the geotechnical report regarding perimeter drains needs to be considered by all foundation designers in the project. A note on the plat recommends that the foundations be designed by a professional in accordance with the information contained within the report.

**Stephen LaBonde - Orchard Mesa Sanitation District**

All comments have been addressed as requested. Notes, stub-out lengths, and drafting errors have been revised or corrected, as required. The petitioner has been made aware of the required extension agreement and is processing the application.

# REVIEW COMMENTS

3rd Round

*Emmell  
10/7/03*

Page 1 of 4  
October 7, 2003

FILE #FP-2003-101(3)

TITLE HEADING: Crista Lee Subdivision

LOCATION: 2933 B½ Road

PETITIONER: Alan Helmick

PETITIONER'S ADDRESS/TELEPHONE: 721 Main Street, #4  
Grand Junction, CO 81416  
970-874-8913

PETITIONER'S REPRESENTATIVE: Vista Engineering Corp – Pat O'Conner  
243-2242

STAFF REPRESENTATIVE: Pat Cecil

**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., OCTOBER 30, 2003.**

## CITY COMMUNITY DEVELOPMENT

8/12/03

Pat Cecil

244-1439

1. Landscape plan must designate the location of each type of shrub/tree, and identify quantities of each species.
2. No plantings should occur at the location of access to the adjacent lot on the west side of the entrance road.
3. No indication of surface treatment (mulch) around plantings. Is this area to be grass?
3. Identify what type of grass is proposed. Is it to be seeded or is turf proposed to be used?

## CITY DEVELOPMENT ENGINEER

9/18/03

Laura Lamberty

256-4155

1. No further issues.

## COLORADO GEOLOGIC SURVEY

10/1/03

Cecilia Greenman

303-866-2811

With regard to the second response to comments, Plat Note 6 should be changed to read "potential for high ground water" rather than "high potential for ground water". (See letter dated August 7, 2003).

**ORCHARD MESA SANITATION**

**10/7/03**

**Stephen LaBonde**

**245-0033**

---

The following are the Orchard Mesa Sanitation District's final review comments on the Christa Lee Subdivision.

1. The approval blocks on the Utility Composite should be the District's Standard approval Blocks for i) Approved for Construction for 1-year from this date and ii) Initial Acceptance, similar to the approval blocks provided on the Plan and Profile Sheets. Only "Approved for Construction" is provided on the Utility Composite.
2. The sewer service reference to the northwest property corner of Lot 8 should be referenced on Plan and Profile Sheet 6. Because the entire Lot 8 is not shown on the Plan portion of the Plan and Profile Sheet, the reference can be shown with a broken line and the distance from the sewer service to the property corner provided for the District's future reference.

Please have the Petitioner revise the Plans to address the aforementioned comments. The District will also need three full sets of the approved Plans for their use during construction.

## Memorandum

**DATE:** October 9, 2003

**TO:** Laura Lamberty, Community Development Engineer  
Steve LaBonde, Orchard Mesa Sanitation District  
Celia Greenman, Colorado Geologic Survey

**FROM:** Pat Cecil, Development Services Supervisor

**SUBJECT:** Response to Comments – Crista Lee Subdivision  
Final Plat (FP-2003-101).

Attached is the Response to Comments for this project. Please review and return any further comments you have to me by Wednesday, October 23, 2003.

If you have any questions please contact me at:

Phone #: 244-1439

Fax #: 256-4031

E-mail: [patc@grandjct.co.us](mailto:patc@grandjct.co.us)

**REVIEW COMMENT RESPONSES (3<sup>rd</sup> Round)**  
October 8, 2003

**CRISTA LEE SUBDIVISION - FINAL PLAN**  
File # FP-2003-101

These responses correspond with 3<sup>rd</sup> round review comments provided by the City of Grand Junction for the above-referenced project dated October 7, 2003.

**Pat Cecil - City Community Development**

1. Trees and shrubs have been located and identified on the plan in accordance with our conversations with you.
2. Landscaping has been removed from the portion of the open-space area containing the access to the adjacent lot west of the entrance road.
3. The turf-seed for the open-space was identified in the last submittal on sheet 13 of 19 (see note to the right of Tract "A"). It is identified as "Emerald Planet" (a fescue variety) and lists a local supplier as a source for the seed.

**Laura Lamberty - City Development Engineer**

1. No response required.

**Celia Greenman - Colorado Geological Survey**

Sorry, the correction was made after your last set of comments, but the wrong mylar original was inadvertently printed for distribution to you. We are enclosing a copy of the corrected plat/note.

**Stephen LaBonde - Orchard Mesa Sanitation District**

1. The approval blocks on the utility composite have been changed, as requested. Please review and let us know if this was not performed as indicated.
2. The sewer service reference tie has been revised on sheet 6 to indicate distances to both property corners for Lot 8, as requested.



20234

**City of Grand Junction**  
 Department of Community Development



Your Bridge to a Better Community

Date 11-20-03

Payee Name Alan C. Helmick

Address, City, State, Zip 704 Nuwue

Telephone 874-8913

Project Address/File/Name Crista Lee Sub

**\* PLEASE CIRCLE ALL THAT APPLY**

DESCRIPTION *	AMT	DESCRIPTION *	AMT
<b>DEVELOPMENT PROJECTS</b>		<b>PERMITS</b>	
100-321-43195-13-109465 (DEV)		100-321-43195-13-124415 (PERMIT)	
Rezone		Temporary Use Permit	
Conditional Use		Floodplain Permit	
Special Use		Sign Permit (# )	
Major Sub-ODP, Prelim, Final		Special Events Permit (# )	
Simple Subdivision		Fence Permit (# )	
PDR - ODP, Prelim, Final		Home Occupation Permit	
ROW / Easement Vacation		<u>100-61120-43365-30</u>	
Replat / Property Line Adj		<b>OTHER</b>	
Variance		School Impact 701-905-43994 (SLD)	
Site Plan Review		Drainage 202-61314-43995-30 (DRAIN)	
Minor Change		TCP 2071-61314-43993-30 (TCP)	
Change of Use		Sign Dep 100-21090-131840 (SIGN)	
PLANNING CLEARANCE (# )		Manuals, Copies, etc	
100-321-43195-13-124450 (PLAN)		100-321-43195-13-120516 (MANUAL)	

Treasurer Receipt No. PAID TOTAL \$ 15.50

(White: Customer) (Canary: Finance) (Pink: Planning) (Goldenrod: File)

*Handwritten initials*

DV



# Parks and Recreation Department

City of Grand Junction

1340 Gunnison Avenue

Grand Junction CO 81501

(970) 244-FUNN - FAX (970) 242-1637

FILE NO. FP-2003-101

PROPOSAL: Crista Lee Subdivision

LOCATION: 2933 B 1/2 Rd

ENGINEER/REPRESENTATIVE: Laura Lambert

PETITIONER: Alan Helmick

ADDRESS: 704 Nuvue

PHONE NO.: 874-8913

FEE CALCULATION:

ACCOUNT NUMBER - 105-792-47510-40-00000

21 UNITS AT \$ 225. /UNIT = \$ 4,725.00  
APPRAISED VALUE AT 10 % = \$ 12,000.00

AMOUNT PAID \$ 16,725.00      DATE 11-20-03      INITIALS SLH

PAID

NOV 20 2003

DV

FP-2003-101

DANIDE WATT

Mass County Clerk & Recorder

Grand Junction Co

Reception No. 2160776

\*\*\*\*\* Fees \*\*\*\*\*

<del>(Reception No. 2160776)</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>0.00</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>((Reception No. 2160777))</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>0.00</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>(Reception No. 2160778)</del>	
<del>RECORDING FEE</del>	<del>10.00</del>
<del>DOCUMENT FEE</del>	<del>0.00</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.50</del>
<del>((Reception No. 2160779))</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>0.00</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>((Reception No. 2160780))</del>	
<del>RECORDING FEE</del>	<del>15.00</del>
<del>DOCUMENT FEE</del>	<del>0.00</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>((Reception No. 2160781))</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>Exempt</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>((Reception No. 2160782))</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>No Fee</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>((Reception No. 2160783))</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>No Fee</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>
<del>((Reception No. 2160784))</del>	
<del>RECORDING FEE</del>	<del>5.00</del>
<del>DOCUMENT FEE</del>	<del>Exempt</del>
<del>DOCUMENT SURCHARGE</del>	<del>1.00</del>

\*\*\* Tendered Amounts \*\*\*

CK Alan C Helmick 7926  
CASH

Total Tendered Amount: \$100.00  
Total Received Amount: \$100.00

\*\*\* THANK YOU \*\*\*

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT**, Made this \_\_\_\_ day of \_\_\_\_\_, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and THE CHRISTA LEE HOMEOWNERS ASSOCIATION, INC, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easements in, over, upon, through and under Grantor's parcel located in the N 1/2 of the sw 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

These non-exclusive easements are particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, and identified thereon as the Irrigation Easements.

The easements are granted for the installation, operation, maintenance, and repair of irrigation and drainage facilities and appurtenances thereto. All easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries shall utilize the same in a reasonable and prudent manner. The easements shall not be burdened nor overburdened by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereto subscribed the day and year first above written.

**DRAFT**

By: \_\_\_\_\_  
Alan C. Helmick

State of Colorado )  
                          ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by Alan C. Helmick

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



CENTERLINE CURVE INFORMATION

CURVE	DELTA ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
(A)	90°00'00"	59.00'	92.66'	59.00'	83.44'	S 45°00'00" W
(B)	90°00'00"	59.00'	92.66'	59.00'	83.44'	N 45°00'00" E
(C)	45°00'00"	59.00'	46.34'	24.44'	45.18'	N 22°30'00" E
(D)	45°00'00"	59.00'	46.34'	24.44'	45.18'	N 67°30'00" E
(E)	45°00'00"	59.00'	46.34'	24.44'	45.18'	N 67°30'00" E
(F)	45°00'00"	59.00'	46.34'	24.44'	45.18'	N 22°30'00" E

NOTES:

- Notices: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon a defect in this survey be commenced more than ten years from the date of certification shown hereon.
- BASIS OF BEARINGS: The line between the C-W 1/8 corner and C 1/4 corner, both of Section 29, Township 1 South, Range 1 East, Ute Meridian having a assumed bearing of N 90° 00' 00" E, as described in the instrument recorded in Book 3083 at Page 168, in the records of the Mesa County Clerk and Recorder. Monuments on this line are indicated as shown on this Plat.
- Existing property corners which were recovered during this survey which were within 0.25 feet of the position of record were accepted as being in the proper location as shown by record.
- Easement and Title Information provided by Meridian Land Title, LLC, Commitment No. 83098, dated March 24, 2003.
- Orchard Mesa Irrigation District, its successors and assigns must have access without fences or access with fences without locked gates.
- Solls in the area exhibit relatively low bearing strength and potential for high ground water. Engineered foundations consistent with the recommendations of the Geotechnical Report for this subdivision are strongly recommended.

CURVE INFORMATION

CURVE	DELTA ANGLE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
(1)	148°31'14"	47.00'	121.83'	166.76'	90.48'	S 45°00'00" W
(2)	29°15'37"	13.50'	6.89'	3.57'	6.82'	N 14°37'49" E
(3)	53°35'18"	47.00'	43.96'	23.74'	42.37'	S 02°27'59" E
(4)	60°11'33"	47.00'	49.38'	27.24'	47.14'	S 54°25'25" W
(5)	34°44'28"	47.00'	28.50'	14.70'	28.08'	N 78°08'38" W
(6)	29°15'37"	13.50'	6.89'	3.57'	6.82'	S 75°22'11" E
(7)	90°00'00"	37.00'	58.12'	37.00'	52.33'	N 45°00'00" E
(8)	29°15'37"	13.50'	6.89'	3.57'	6.82'	N 75°22'21" W
(9)	148°30'33"	47.00'	121.83'	166.73'	90.47'	N 44°59'50" E
(10)	29°15'37"	13.50'	6.89'	3.57'	6.82'	S 14°37'49" E
(11)	58°35'04"	47.00'	48.88'	28.91'	48.70'	N 00°31'55" E
(12)	52°10'22"	47.00'	42.80'	23.01'	41.33'	N 56°24'38" E
(13)	36°45'29"	47.00'	30.15'	15.62'	29.84'	S 79°07'27" E
(14)	90°00'00"	37.00'	58.12'	37.00'	52.33'	N 45°00'00" E

AREA SUMMARY

LOTS	4,094 AC ±	68.2%
ROADS	1,550 AC ±	25.9%
TRACT A	0.295 AC ±	4.9%
TRACT B	0.061 AC ±	1.0%
<b>TOTAL</b>	<b>6,000 AC ±</b>	<b>100%</b>

CRISTA LEE SUBDIVISION  
LOCATED IN THE NE 1/4 OF THE SW 1/4  
OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, MESA COUNTY, COLORADO

FOR CITY OF GRAND JUNCTION USE

Book and Page recording information refers to the records of the Mesa County Clerk and Recorder's Office.

Declarations  
Recorded in Book \_\_\_\_\_ Pages \_\_\_\_\_ through \_\_\_\_\_  
Dedication Note 3.  
Deed of conveyance recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
Dedication Note 4.  
Deed of conveyance recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
Dedication Note 5.  
Deed of conveyance recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
Dedication Note 6.  
Deed of conveyance recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
Dedication Note 7.  
Deed of conveyance recorded in Book \_\_\_\_\_ Page \_\_\_\_\_

LIEN HOLDER'S CERTIFICATE

G.W. Klapek and Norma M. Klapek having property interests in or encumbrances upon the property involved approve this plat of Crista Lee Subdivision this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.

By: \_\_\_\_\_  
G.W. Klapek

By: \_\_\_\_\_  
Norma M. Klapek

ACKNOWLEDGMENT OF LIEN HOLDER

State of Colorado )  
County of Mesa )  
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003, before me the undersigned officer, personally appeared G.W. Klapek and Norma M. Klapek and acknowledged that they executed the foregoing Certificate of Lien Holder, for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

LIEN HOLDER'S CERTIFICATE

The Grand Valley National Bank having property interests in or encumbrances upon the property involved approve this plat of Crista Lee Subdivision this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.

By: \_\_\_\_\_  
John W. Stevenson, Senior Vice President

ACKNOWLEDGMENT OF LIEN HOLDER

State of Colorado )  
County of Mesa )  
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003, before me the undersigned officer, personally appeared John W. Stevenson, as Senior Vice President of Grand Valley National Bank and acknowledged that he executed the foregoing Certificate of Lien Holder, for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

CITY APPROVAL

The Crista Lee Subdivision is approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.

City Manager

Mayor

COUNTY CLERK AND RECORDER'S CERTIFICATE

State of Colorado )  
County of Mesa )  
I hereby certify that this instrument was filed for record in the office of the County Clerk and Recorder of Mesa County at \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2003 in Plat Book No. \_\_\_\_\_ Page No. \_\_\_\_\_ Reception No. \_\_\_\_\_ Drawer No. \_\_\_\_\_ Fees \_\_\_\_\_

Mesa County Clerk and Recorder

Deputy

TITLE CERTIFICATION

We, Meridian Land Title, LLC, 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 Alan C. Heimick, that the current taxes have been paid, that all mortgages not satisfied or released of record nor otherwise terminated by law are shown hereon and that there are no other encumbrances of record; that all easements, reservations and rights of way of record are shown hereon.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.

Title examiner

SURVEYOR'S CERTIFICATE

I, Dean E. Ficklin, an employee of Vista Engineering Corporation and a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby state that this survey and plat of Crista Lee Subdivision shown hereon was prepared under my direct supervision and is in compliance with applicable City of Grand Junction Zoning and Development Codes and State of Colorado regulations and is true and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003.

Dean E. Ficklin  
P.L.S., 19597

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Alan C. Heimick is the owner of record of that real property situated in the NE 1/4 of the SW 1/4 of Section 29, Township 1 North, Range 1 East, Ute Meridian, County of Mesa, State of Colorado, the ownership of which is demonstrated at Book 3083, Page 168 of the records in the office of the Mesa County Clerk and Recorder. Said owner does hereby Plat said real property under the name and style of CRISTA LEE SUBDIVISION, in accordance with the Plat shown hereon.

DESCRIPTION OF CRISTA LEE SUBDIVISION

A tract of land located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, more fully described as follows:

Beginning at the northwesterly corner of a tract of land, which bears S 45°18'21" E, 234.60 feet from the C-W 1/8 corner of Section 29, Township 1 South, Range 1 East, Ute Meridian and considering the north line of the NE 1/4 of the SW 1/4 of Section 29 to bear N 90°00'00" E, with all other bearings contained herein relative thereto:

- Thence N 80°00'00" E, 181.58 feet;
- Thence N 00°00'12" E, 125.00 feet;
- Thence N 90°00'00" E, 113.80 feet;
- Thence S 43°15'05" E, 288.32 feet;
- Thence S 00°01'21" W, 408.16 feet;
- Thence S 89°57'03" W, 492.81 feet;
- Thence N 00°00'12" E, 493.58 feet to the point of beginning.

Crista Lee Subdivision, as described above contains 6.00 acres more or less.

That said owner does hereby dedicate and set apart real property as shown and labeled on the accompanying plat as follows:

- All streets, roads and Right-of-Ways 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 a "phase 1" environmental audit.
- All Multi-purpose Easements to the City of Grand Junction for the use of City approved: utilities and public providers as perpetual easements for the installation, operation and repairs 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, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.
- All Irrigation Easements to the Owners Association, if formed now or in the future, or if not, to the owner as undivided co-tenants, not subject to partition, of the lots and tracts hereby platted as perpetual easements for the installation, operation, maintenance and repair of irrigation systems and to supply and drain irrigation water. Deed of conveyance recorded as shown in the City of Grand Junction Information Box, subject to further conditions and restrictions as may be set forth in that instrument.
- Tract A (Open Space) to the Owners Association, if formed now or in the future, or if not, to the owner as undivided co-tenants, not subject to partition, of the lots and tracts hereby platted as perpetual easements for: (a) conveying and detaining/retaining runoff water which originates from the area hereby platted, and also for the conveyance of runoff from upstream areas, through natural or man-made facilities above or below ground; (b) usage and aesthetic purposes as determined appropriate by said owners. Deed of conveyance recorded as shown in the City of Grand Junction Information Box, subject to further conditions and restrictions as may be set forth in that instrument.
- Tract B (Open Space) to the Owners Association, if formed now or in the future, or if not, to the owner as undivided co-tenants, not subject to partition, of the lots and tracts hereby platted as perpetual easements for the usage and aesthetic purposes as determined appropriate by said owners. Deed of conveyance recorded as shown in the City of Grand Junction Information Box, subject to further conditions and restrictions as may be set forth in that instrument.
- 30' Ingress/Egress Easements to David A. and Conni E. Daugherty, their successors and assigns for ingress and egress purposes for their guests, and invitees, and also for use by public providers and utilities, including but not limited to, postal service, trash collection, fire, police and emergency vehicles and services. Deed of conveyance recorded as shown in the City of Grand Junction Information Box, subject to further conditions and restrictions as may be set forth in that instrument.
- All Orchard Mesa Irrigation District Easements to the Orchard Mesa Irrigation District, its successors and assigns for the installation, operation, maintenance and repair of Orchard Mesa Irrigation District facilities. Deed of conveyance recorded as shown in the City of Grand Junction Information Box, subject to further conditions and restrictions as may be set forth in that instrument.

All easements include the right of ingress and egress on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush, and in Drainage and Detention/Retention easements, the right to Dredge; provided however, that the beneficiaries of said easement shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts hereby platted shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

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

IN WITNESS WHEREOF, said owner, Alan C. Heimick, has caused his name to be hereunto subscribed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2003.

Alan C. Heimick, owner

ACKNOWLEDGMENT OF OWNERSHIP

State of Colorado )  
County of Mesa )  
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2003, before me the undersigned officer, personally appeared Alan C. Heimick acknowledged that he executed the foregoing Certificate of Ownership, for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires \_\_\_\_\_

Notary Public

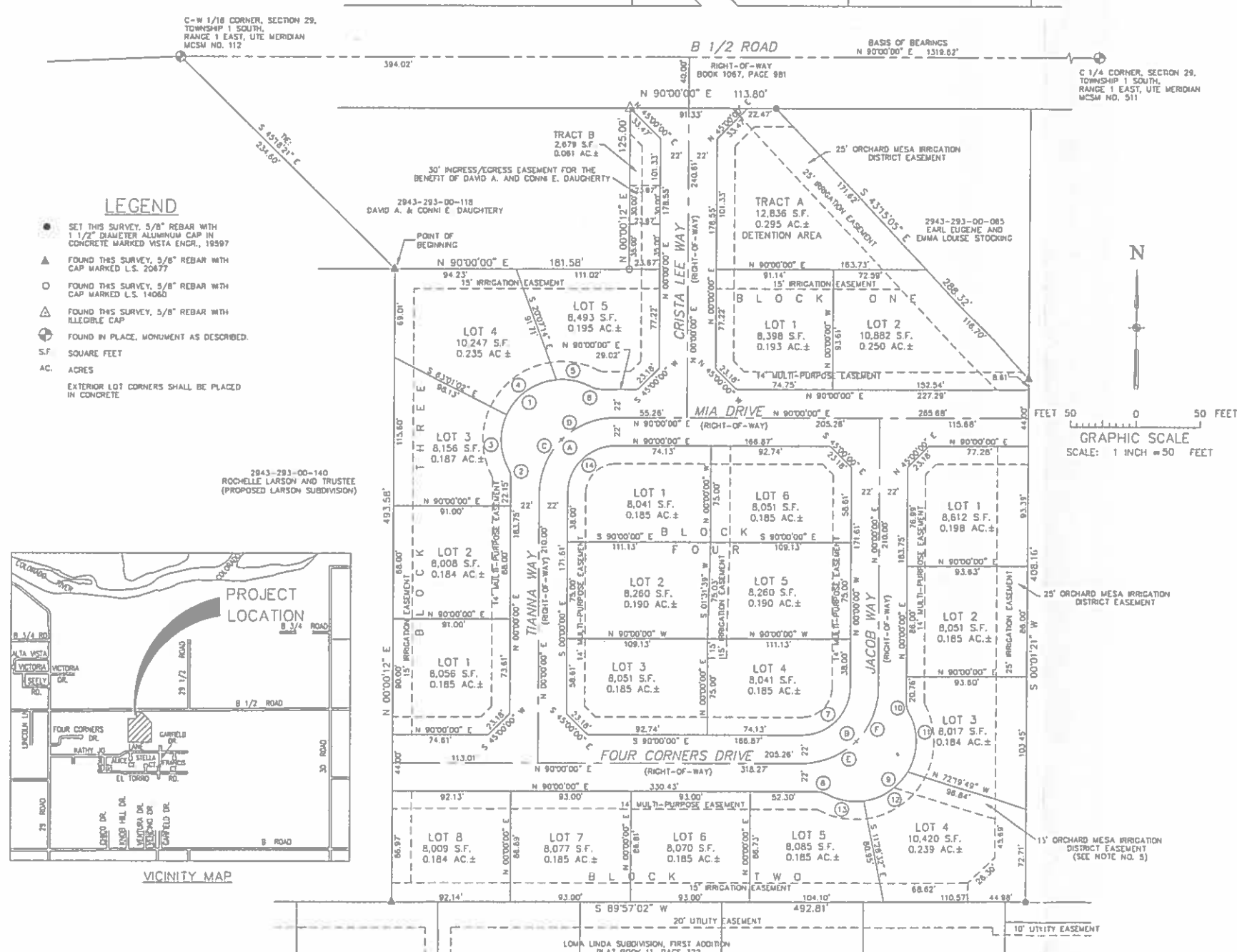
DECLARATIONS

The Declaration of Covenants and Restrictions are recorded as shown in the City of Grand Junction Information Box

CRISTA LEE SUBDIVISION  
LOCATED IN THE NE 1/4 OF THE SW 1/4  
OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
UTE MERIDIAN, MESA COUNTY, COLORADO

VISTA ENGINEERING CORP.  
GRAND JUNCTION, COLORADO

SCALE: 1" = 50' JOB NO: 4115-01-01 DATE: 11-03-03 SHEET NO: 1 of 1



- LEGEND**
- SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP IN CONCRETE MARKED VISTA ENGR., 19597
  - ▲ FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 20877
  - FOUND THIS SURVEY, 5/8" REBAR WITH CAP MARKED L.S. 14060
  - △ FOUND THIS SURVEY, 5/8" REBAR WITH ILLEGIBLE CAP
  - ◆ FOUND IN PLACE, MONUMENT AS DESCRIBED.
  - S.F. SQUARE FEET
  - AC. ACRES
  - EXTERIOR LOT CORNERS SHALL BE PLACED IN CONCRETE



**UTE WATER CONSERVANCY DISTRICT**  
580 25 Road, P.O. Box 480  
Grand Junction, CO 81502

Office  
Telephone: 970-242-7491  
FAX: 970-242-9189

Treatment Plant  
Telephone: 970-464-5553  
FAX: 970-464-5443

March 26, 2004

Haven Construction

RE: Crista Lee  
Water Lines Construction

As you requested this letter is to indicate that the water lines for the above referenced project were installed to our specifications and have passed the tests that we require. Final acceptance of the water lines and associated facilities will not be made until after the road construction is complete. Upon final acceptance the developer will still be responsible for correcting any problems with the water system for a period of one year.

If you have any questions about this, please feel free to contact me.

Sincerely,



Edward Tolen, P.E.  
District Engineer

HAVEN CONSTRUCTION COMPANY

2350 G 20 #82  
64thrd Junction, Colo  
970-241-5758  
Fax # 245-7884

FAX TRANSMITTAL

Date: 3/26/04  
TO: City of N.J. - Laura Lamberty  
FAX: 256-4031  
FROM: Kelly  
#OF PAGES 2

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## WestWater Engineering

2516 FORESIGHT CIRCLE, #1 GRAND JUNCTION, COLORADO 81505 (970) 241-7076 FAX (970) 241-7097

---

March 26, 2004

Kelly Taylor  
Haven Construction Company  
P.O. Box 60280  
Grand Junction, CO 81506

Re: Christa Lee Subdivision

Dear Kelly:

Preliminary testing on the Christa Lee Subdivision was performed on December 11 and 12, 2003. Testing included air pressure, lamping and mandrel. All mandrel and pressure tests were satisfactory. Defects in lamping were limited to work in the manholes i.e., installing missing steps, which can be performed at any time.

The project presently meets Orchard Mesa Sanitation District's standards for paving with the exception of "redline" As-builts, which we have not yet received.

Sincerely,

A. David Rann  
Resident Inspector

ADR/lp

cc: Rick Dorris, City of Grand Junction

HAVEN CONSTRUCTION COMPANY

2350 G 20 #32  
6th and Frontier, color  
970-241-5758  
Fax # 248-7884

FAX TRANSMITTAL

Date: 3/26/04

TO: City of N.J. - Laura Lamberty

FAX: 256-4031

FROM: Kelly

#OF PAGES 2

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## WestWater Engineering

2516 FORESIGHT CIRCLE, #1 GRAND JUNCTION, COLORADO 81505 (970) 241-7076 FAX (970) 241-7097

---

March 26, 2004

Kelly Taylor  
Haven Construction Company  
P.O. Box 60280  
Grand Junction, CO 81506

Re: Christa Lee Subdivision

Dear Kelly:

Preliminary testing on the Christa Lee Subdivision was performed on December 11 and 12, 2003. Testing included air pressure, lamping and mandrel. All mandrel and pressure tests were satisfactory. Defects in lamping were limited to work in the manholes i.e., installing missing steps, which can be performed at any time.

The project presently meets Orchard Mesa Sanitation District's standards for paving with the exception of "redline" As-builts, which we have not yet received.

Sincerely,

A. David Rann  
Resident Inspector

ADR/lp

cc: Rick Dorris, City of Grand Junction



# WestWater Engineering

2516 FORESIGHT CIRCLE, #1 GRAND JUNCTION, COLORADO 81505 (970) 241-7076 FAX (970) 241-7097

---

## FAX COVER SHEET

**DATE:** 3/26, 2003

**TO:** Rick Dorris **FAX/PHONE NO.** 256-4031

**COMPANY:** City of Grand Junction

**FROM:** Dave Rann

**RE:** Christa Lee Subdivision, Orchard Mesa Sanitation District

**MESSAGE:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Original will be sent.**

**Number of Pages INCLUDING Cover Sheet: 2**

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 3

To: Alan P. Helmick (owner), for work at Crista Lee (subdivision)

accomplished through the date of 4th Quarter/2003 by City of Grand Junction (subcontractor) as shown on

- the attached itemized list.

CONTRACTOR'S Certification: City of GJ (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of \_\_\_\_\_ (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 3 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 3-1, 2004 City of GJ (subcontractor)

By: Gene C. Lamberty  
Title: Development Engineer

Per paragraph 2(a) of the disbursement agreement for \_\_\_\_\_ Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: \_\_\_\_\_  
By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 3-1, 2004 CITY OF GRAND JUNCTION  
By: Gene C. Lamberty  
Title: Development Engineer

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Company: Alan P. Helmick  
By & Title: \_\_\_\_\_

02/12/2002

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. \_\_\_\_\_

To: Alan P. Helmick, for work at Crista Lee  
(owner) (subdivision)

accomplished through the date of 2/17/04 by United Co. as shown on  
(subcontractor)

- the attached itemized list.

CONTRACTOR'S Certification: United Companies (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of \_\_\_\_\_ (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 4 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_\_\_ (subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for \_\_\_\_\_ Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 3/1, 2004

CITY OF GRAND JUNCTION

By: Anna C. Lemley

Title: Development Engineer

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 3/1, 2004

Company: Alan P. Helmick

By & Title: \_\_\_\_\_

Lama,

Please call me  
on these, Thanks

---

Alan

596-2096

## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Crista Lee Subdivis  
 DEVELOPER: Alan C. Helmick  
 ESCROW AGENCY: Grand Valley Nation

Construction Costs: \$289,902.78  
 20% City Security: \$57,980.56  
 Total DIA Amount: \$347,883.34

DIA NOT RECORDED:  
 DIA RECORDED: X  
 Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
								\$0.00
								\$0.00
<b>Total</b>								
<b>Disbursed</b>		\$43,864.00	\$0.00	\$0.00	\$25,321.68	\$30,723.00	\$3,766.70	\$103,675.38
<b>Remaining Disbursable Balance</b>		\$0.00	\$45,946.00	\$114,798.50	\$3,858.32	\$3,917.00	\$17,707.58	\$186,227.40

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$103,675.38, including all previous payments, to the Developer for work completed on the Project.

Signature: Laura C Lambertz  
 Name: Laura C Lambertz

Date: 3-1-04  
 Title: Development Engineer



ALAN C. HELMICK 03-74  
704 NUVUE  
DELTA, CO 81416-2630

23-7 1027  
1020  
6010905275

7925

DATE

11/14/03

PAY TO THE  
ORDER OF

City of Grand Junction

\$ 16,740<sup>50</sup>

Sixteen Thousand Seven Hundred Forty

and 50/100  
DOLLARS

Security Features  
Include  
Details on Back



Wells Fargo Bank West, N.A.  
Delta  
500 Palmer St.  
Delta, CO 81416  
www.wellsfargo.com

MEMO

Cl. Less

Alan C. Helmick

MP

⑆ 10 20000761 60 10905275 ⑆ 7925 ⑆ 000 1674050 ⑆



**OLDCASTLE SW GROUP, INC.**

United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**INVOICE**

Invoice No: 7135  
 Invoice Date: 2/17/2004  
 Contract: 400721.  
 CustomerNo: 7528  
 Terms: Net 30 Days  
 Due Date: 3/18/2004  
 Application: 4

To : Alan Helmick  
 721 Main St  
 Delta, CO. 81416

Job Information:  
 Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Clear & Grub	4,780.00	0.00	0.00	0.00	LS	4,780.00	0.00	4,780.00	100.00%
2 - Rough Cut	13,404.00	3,351.00	0.00	2,513.25	CY	4.00	0.00	10,053.00	75.00%
3 - Subgrade Prep	9,435.60	7,863.00	0.00	0.00	SY	1.20	0.00	0.00	0.00%
4 - Class 6	35,100.00	2,700.00	0.00	0.00	TON	13.00	0.00	0.00	0.00%
5 - HBP	35,802.00	884.00	0.00	0.00	TON	40.50	0.00	0.00	0.00%
6 - Raise MH to Finish Grade	2,920.00	8.00	0.00	0.00	EA	365.00	0.00	0.00	0.00%
7 - Raise Water Valves	1,320.00	8.00	0.00	0.00	EA	165.00	0.00	0.00	0.00%
8 - Testing for United's Portion	2,100.00	0.00	0.00	0.00	LS	2,100.00	0.00	0.00	0.00%
9 - Traffic Control	3,600.00	0.00	0.00	0.00	LS	3,600.00	0.00	0.00	0.00%
10 - Sterilant	1,432.35	5,305.00	0.00	0.00	SY	0.27	0.00	0.00	0.00%
11 - Domestic Water	51,015.00	0.00	0.00	0.00	LS	51,015.00	0.00	0.00	0.00%
12 - Sanitary Sewer	44,215.00	0.00	0.00	0.00	LS	44,215.00	0.00	44,215.00	100.00%
13 - Storm Drain	4,870.00	0.00	0.00	0.00	LS	4,870.00	0.00	0.00	0.00%
14 - Irrigation System	28,595.00	0.00	0.00	0.00	LS	28,595.00	0.00	28,595.00	100.00%
15 - Mobilization	2,000.00	0.00	0.00	0.00	LS	2,000.00	0.00	500.00	25.00%
16 - Concrete Phase	54,815.00	0.00	0.00	0.00	LS	54,815.00	0.00	0.00	0.00%
17 - CO #1 Pvc Pipe 2" to 3"	0.00	0.00	0.00	0.00	LS	0.00	0.00	2,128.00	0.00%
18 - CO #2 - Pit Run	0.00	0.00	0.00	753.69	TON	0.00	0.00	5,652.68	0.00%
19 - Time & Material Extra Work	0.00	0.00	0.00	0.00	LS	0.00	0.00	4,880.00	0.00%
20 - CO #3 - Dry Utility & Crossing	0.00	0.00	0.00	0.00	LS	0.00	4,366.00	4,366.00	0.00%

Billing for Change Order #3 as follows: Electric Conduit 860 lf @ \$2.90/lf = \$2,494.00, Gas Conduit 240 lf @ \$2.60 = \$624.00, Phone Conduit 240 lf @ \$2.60/lf = \$624.00, Cable Conduit 240 lf @ \$2.60/lf = \$624.00 for a total of \$4,366.00  
 If you have Questions regarding this billing, please contact Debbie Weaver at 1-970-243-4900 x 218

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 8%, will be assessed until paid.

**PLEASE PAY FROM THIS INVOICE-DETACH AND RETURN WITH PAYMENT**

Remit to: United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502

Customer Name: Alan Helmick  
 Customer No: 7528  
 Invoice Number: 7135  
 Invoice Amount: 4,366.00

Amount Remitted: \_\_\_\_\_

United Companies  
P.O. Box 3609  
Grand Junction, CO 81502  
(970) 243-4900

Invoice No: 7135  
Invoice Date: 2/17/2004  
Contract: 400721.  
CustomerNo: 7528  
Terms: Net 30 Days  
Due Date: 3/18/2004  
Application: 4

To: Alan Helmick  
721 Main St  
Delta, CO. 81416

Job Information:  
Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
--------------------	-----------------	-------------------	--------------------	--------------	-----	------------	------------------	----------------	--------

Total To Date:	105,169.68
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	100,803.68
<b>Total Due This Invoice:</b>	<b>4,366.00</b>

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

Remit to: United Companies  
P.O. Box 3609  
Grand Junction, CO 81502

Customer Name: Alan Helmick  
Customer No: 7528  
Invoice Number: 7135  
Invoice Amount: 4,366.00

Amount Remitted: \_\_\_\_\_

02/12/2002

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 6558

To: ALAN C. HELMICK, for work at CRISTA LEE SUB.  
(owner) (subdivision)

accomplished through the date of 10/24/03 by UNITED COMPANIES as shown on  
(subcontractor)  
- the attached itemized list.

CONTRACTOR'S Certification: UNITED COMPANIES (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of UNITED COMPANIES (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 11/, 200 3 \_\_\_\_\_ (subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for CRISTA LEE Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200 \_\_\_\_\_

Name: N/A

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 11-19, 200 3

CITY OF GRAND JUNCTION

By: Laura C. Lambert

Title: Development Engineer

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 11/17, 200 3

Company: \_\_\_\_\_

By & Title: Alan C. Helmick





**OLDCASTLE SW GROUP, INC.**

United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**INVOICE**

Invoice No: 6558  
 Invoice Date: 10/24/2003  
 Contract: 400721.  
 CustomerNo: 7528  
 Terms: Net 30 Days  
 Due Date: 11/23/2003  
 Application: 1

To : Alan Helmick  
 721 Main St  
 Delta, CO. 81416

Job Information:  
 Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Clear & Grub	4,780.00	0.00	0.00	0.00	LS	4,780.00	4,780.00	4,780.00	100.00%
2 - Rough Cut	13,404.00	3,351.00	2,513.25	2,513.25	CY	4.00	10,053.00	10,053.00	75.00%
3 - Subgrade Prep	9,435.60	7,863.00	0.00	0.00	SY	1.20	0.00	0.00	0.00%
4 - Class 6	35,100.00	2,700.00	0.00	0.00	TON	13.00	0.00	0.00	0.00%
5 - HBP	35,802.00	884.00	0.00	0.00	TON	40.50	0.00	0.00	0.00%
6 - Raise MH to Finish Grade	2,920.00	8.00	0.00	0.00	EA	365.00	0.00	0.00	0.00%
7 - Raise Water Valves	1,320.00	8.00	0.00	0.00	EA	165.00	0.00	0.00	0.00%
8 - Testing for United's Portion	2,100.00	0.00	0.00	0.00	LS	2,100.00	0.00	0.00	0.00%
9 - Traffic Control	3,600.00	0.00	0.00	0.00	LS	3,600.00	0.00	0.00	0.00%
10 - Sterilant	1,432.35	5,305.00	0.00	0.00	SY	0.27	0.00	0.00	0.00%
11 - Domestic Water	51,015.00	0.00	0.00	0.00	LS	51,015.00	0.00	0.00	0.00%
12 - Sanitary Sewer	44,215.00	0.00	0.00	0.00	LS	44,215.00	0.00	0.00	0.00%
13 - Storm Drain	4,870.00	0.00	0.00	0.00	LS	4,870.00	0.00	0.00	0.00%
14 - Irrigation System	28,595.00	0.00	0.00	0.00	LS	28,595.00	0.00	0.00	0.00%
15 - Mobilization	2,000.00	0.00	0.00	0.00	LS	2,000.00	0.00	0.00	0.00%
16 - Concrete Phase	54,815.00	0.00	0.00	0.00	LS	2,000.00	500.00	500.00	25.00%
							0.00	0.00	0.00%

Progress Billing No. 1 in accordance with proposal dated 9/18/03

If you have Questions regarding this billing, please contact Debbie Weaver at 1-970-243-4900 x 218

Total To Date:	15,333.00
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	0.00
<b>Total Due This Invoice:</b>	<b>15,333.00</b>

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

**PLEASE PAY FROM THIS INVOICE-DETACH AND RETURN WITH PAYMENT**

Mail to: United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502

Customer Name: Alan Helmick  
 Customer No: 7528  
 Invoice Number: 6558  
 Invoice Amount: 15,333.00

Amount Remitted: \_\_\_\_\_

ALAN C. HELMICK 03-74  
704 NUVUE  
DELTA, CO 81416-2630

23-7 1027  
1020  
6010905275

7925

DATE 11/14/03

PAY TO THE  
ORDER OF

City of Grand Junction \$16,740<sup>50</sup>  
Sixteen Thousand Seven Hundred Forty and 50/100  
DOLLARS

WELLS  
FARGO

Wells Fargo Bank West, N.A.  
Delta  
500 Palmer St.  
Delta, CO 81416  
www.wellsfargo.com

MEMO

CL Leo

Alan C. Helmick

⑆ 10 2000076⑆ 60 10905275⑆ 7925 ⑆0001674050⑆

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. \_\_\_\_\_

To: Alan P. Helmick (owner), for work at Crista Lee (subdivision)

accomplished through the date of 3/10/04 by United + Vista (subcontractor) as shown on

- the attached itemized list.

CONTRACTOR'S Certification: \_\_\_\_\_ (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of \_\_\_\_\_ (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_\_\_ By: \_\_\_\_\_ (subcontractor)

\* Contractor Pd direct by me - request reimbursement of amt equivalent to fees Pd.

By: Alan P. Helmick  
Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for \_\_\_\_\_ Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: \_\_\_\_\_  
By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 3/10, 2004  
CITY OF GRAND JUNCTION  
By: Jana C Lambert  
Title: Development Engineer

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 3/10, 2004  
Company: Alan P. Helmick  
By & Title: \_\_\_\_\_



## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Crista Lee Subdivis  
 DEVELOPER: Alan C. Helmick  
 ESCROW AGENCY: Grand Valley Nation

Construction Costs: \$289,902.78  
 20% City Security: \$57,980.56  
 Total DIA Amount: \$347,883.34

DIA NOT RECORDED:  
 DIA RECORDED: X  
 Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
10-Mar-04	lcl		\$16,740.50					\$16,740.50
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$43,864.00	\$16,740.50	\$0.00	\$25,321.68	\$30,723.00	\$3,766.70	\$120,415.88
<b>Remaining Disbursable Balance</b>		\$0.00	\$29,205.50	\$114,798.50	\$3,858.32	\$3,917.00	\$17,707.58	\$169,486.90

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$120,415.88, including all previous payments, to the Developer for work completed on the Project.

Signature: Laura C Lambert  
 Name: Laura C Lambert

Date: 3-10-04  
 Title: Development Engineer

# VISTA ENGINEERING CORP.

CONSULTING ENGINEERS & LAND SURVEYORS

May 8, 2003

DELIVER TO  
LAURA @ CITY

RE: Crista Lee Subdivision

Ms. Laura Lamberty  
City of Grand Junction - Engineering Department  
Grand Junction, CO 81501

Dear Ms. Lamberty:

A Grading Plan for the above-referenced subdivision, as prepared by Vista Engineering Corporation, with latest revisions dated May 8, 2003, has been submitted to the Mesa County Building Department for their records and files. Information contained on this Grading Plan is also enclosed on the attached page which provides minimum (and maximum - where applicable) "top-of-concrete" elevations (labeled "T.C." - table dated 5/08/03) for foundations of homes constructed within the development. It is understood that this information will be utilized by the Building Department at the time of Building Permit execution.

Sincerely,

VISTA ENGINEERING CORP.



Patrick M. O'Connor, P.E.  
Project Manager

RECEIVED

JUL 21 2003

COMMUNITY DEVELOPMENT  
DEPT.

Acknowledged By:

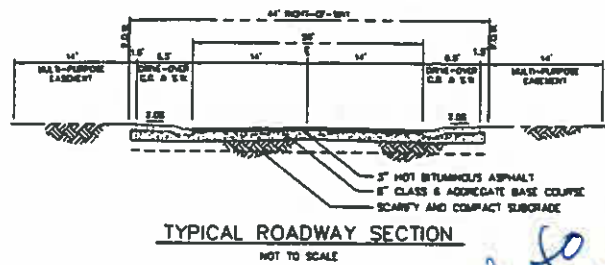
  
Bob Lee, Mesa County Building Dept.

7-15-03  
Date

CRISTA LEE SUBDIVISION  
 TOP-OF-CONCRETE ELEVATION TABULATION  
 5/08/03

<u>LOT</u>	<u>BLOCK</u>	<u>ADDRESS</u>	<u>(MINIMUM) T.C. ELEV.</u>
1	1	CRISTA LEE WAY	4678.5
1	1	MIA DRIVE	4678.5
2	1	MIA DRIVE	4679.0
1	2	MIA DRIVE	4679.1
1	2	JACOB WAY	4679.1
2	2	JOCOB WAY	4679.8
3	2	JACOB WAY	4680.4
4	2	TINA WAY	4680.8
5	2	TINA WAY	4680.1
6	2	TINA WAY	4680.0
7	2	TINA WAY	4679.4
8	2	TINA WAY	4679.9
1	3	TINA WAY	4679.9
1	3	TIANNA WAY	4679.9
2	3	TIANNA WAY	4678.7
3	3	TIANNA WAY	4678.5
4	3	MIA DRIVE	4678.5
5	3	MIA DRIVE	4678.5
5	3	CRISTA LEE WAY	4678.5
1	4	MIA DRIVE	4678.5
2	4	TIANNA WAY	4678.5
2	4	TIANNA WAY	4678.8
3	4	TIANNA WAY	4679.8
3	4	TINA WAY	4679.8
4	4	TINA WAY	4680.4
4	4	JACOB WAY	4680.4
5	4	JACOB WAY	4679.6
6	4	JACOB WAY	4679.0
6	4	MIA DRIVE	4679.0

C:\SDSKPROJ\4149.00-01\dwg\PRELIM2.dwg, 06/06/03 09:44:45 AM, FRANCES

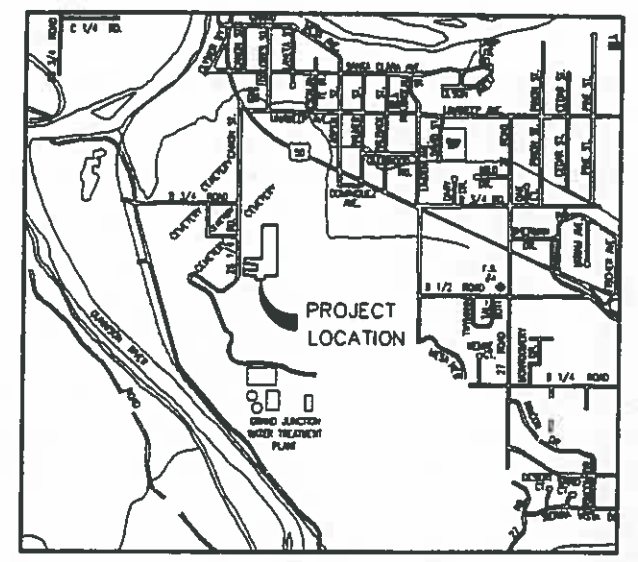


**PUBLIC FACILITIES**

SANITARY SEWER	City of Grand Junction
DOMESTIC WATER	Ute Water Conservancy District
GAS AND ELECTRIC	Xcel Energy
TELEPHONE	Qwest
CABLE TV	AT & T Broadband
STORM SEWER	Grand Junction Drainage District
IRRIGATION	Orchard Mesa Irrigation District

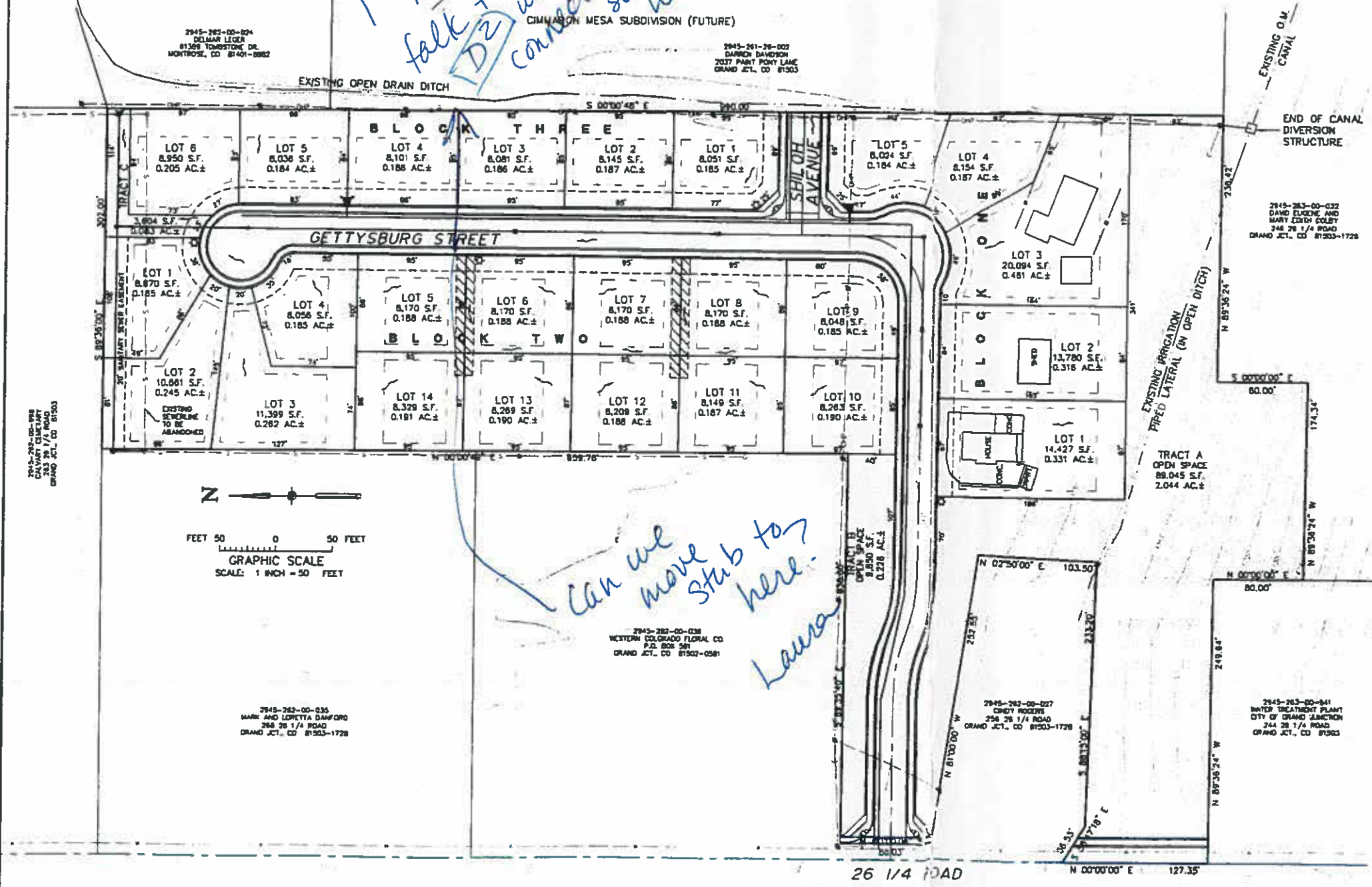
**AREA BREAKDOWN**

RESIDENTIAL LOTS (25)	5.375 ACRES	58.9%
OPEN SPACE	2.353 ACRES	25.6%
INTERIOR ROADS	1.341 ACRES	14.7%
26 1/4 ROAD DEDICATION	0.061 ACRES	0.6%
<b>TOTAL</b>	<b>9.130 ACRES</b>	<b>100.0%</b>



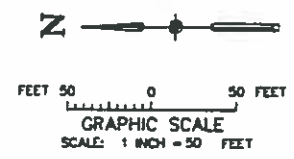
MILYARD

*1 Need to talk to you re. ID2 wanting to connect to sewer here*

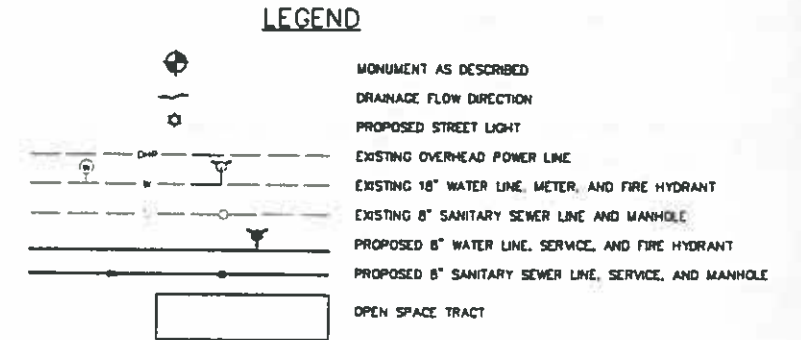


**BULK REQUIREMENTS FOR RSF-4 ZONE**

MINIMUM LOT AREA	8,000 S.F.
MINIMUM STREET FRONTAGE	20 FEET
MAXIMUM HEIGHT OF STRUCTURES	35 FEET
MINIMUM LOT WIDTH	75 FEET
MINIMUM SIDE YARD SETBACK	7 FEET
PRINCIPAL STRUCTURE	
ACCESSORY STRUCTURE (ON REAR HALF OF PARCEL)	3 FEET
MINIMUM REAR YARD SETBACK	25 FEET
PRINCIPAL STRUCTURE	
ACCESSORY STRUCTURE	5 FEET
MINIMUM FRONT YARD SETBACK	20 FEET
PRINCIPAL STRUCTURE	
ACCESSORY STRUCTURE	25 FEET
MAXIMUM COVERAGE OF LOT BY STRUCTURES	50%
MAXIMUM UNITS PER GROSS ACRE	4



*Can we move stub to here. Laura*



DRAWN BY: F.J.B. DESIGNED BY: P.M.O. CHECKED BY: P.M.O.	REVIEWED: _____ DATE: _____ FOR _____ REVIEWED: _____ DATE: _____ FOR VISTA ENGINEERING CORP.	<b>VISTA ENGINEERING CORP.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81608 • (970) 243-2242	REVISION: _____ DATE: _____ DESCRIPTION: _____ BY: _____ DATE: _____	CONSENSUS DEVELOPMENT, LLC GRAND JUNCTION, COLORADO SCALE: 1" = 50' SHEET NO: 1 of 1	JOB NO: 448.00-01 DATE: 6-06-03
---	--	--	--	---	------------------------------------

ANTIETAM SUBDIVISION  
PRELIMINARY PLAN



**EXHIBIT B**

IN RE: Crista Lee Subdivision  
 LOCATION: 2933 B 1/2 Rond  
 DATE: May 08, 2003

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision as shown on the above named subdivision plat dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2003, the following improvements to the City of Grand Junction or special district stands

ITEM #	DESCRIPTION	QUANTITY	UNITS	E.A.P UNITS	TOTAL COST
203	Remove Irrig. Structure	2	Ea.	\$ 500.00	\$1,000.00
203	Clearing and Grubbing	1	L.S.	\$ 2,000.00	\$2,000.00
203	Embankment Material	2,380	Cu Yd	\$ 2.50	\$5,950.00
203	Uclassified Excavation	4,460	Cu Yd	\$ 2.00	\$8,920.00
304	6" Aggregate Base Course	1,632	Ton	\$ 11.25	\$18,360.00
304	Subgrade stabilization	100	Ton	\$ 15.00	\$1,500.00
401	3" Bituminous Pavement	816	Ton	\$ 36.00	\$29,376.00
603	4" SDR-35 PVC Pipe (Service)	864	Lin. Ft.	\$ 10.00	\$8,640.00
603	8" SDR - 35 PVC Pipe (Main)	1,289	Lin. Ft.	\$ 14.00	\$18,046.00
603	15" HDPE storm drain	42	Lin. Ft.	\$ 25.00	\$1,050.00
603	Outlet Structure	1	Ea.	\$ 2,000.00	\$2,000.00
603	Detention Sump-Pump & Pipe	1	L.S.	\$ 1,500.00	\$1,500.00
603	Storm drain inlet box	1	Ea.	\$ 2,000.00	\$2,000.00
603	2 ft. V-Pan (4" thick)	190	Sq. Ft.	\$ 2.00	\$380.00
603	6' Sidewalk Drain-Trough	1	Ea.	\$ 2,000.00	\$2,000.00
604	Sanitary Sewer Manhole	7	Ea.	\$ 1,500.00	\$10,500.00
604	Connect to exist san. Sewer w/MH	1	Ea.	\$ 3,000.00	\$3,000.00
607	6' Privacy fence	307	Lin. Ft.	\$ 20.00	\$6,140.00
607	12 foot gate	1	Ea.	\$ 500.00	\$500.00
608	6.5' driveover curbwalk w/base	2,605	Lin. Ft.	\$ 17.50	\$45,587.50
608	8" V-Pans	204	Sq. Ft.	\$ 3.00	\$612.00
608	8" Corner Fillets and Curb Ramp	310	Sq. Ft.	\$ 3.00	\$930.00
614	Mailbox, gang mailbox	1	Ea.	\$ 500.00	\$500.00
614	Street Light Standard	4	Ea.	\$ 1,200.00	\$4,800.00
614	Traffic signs and sign panels	4	Ea.	\$ 200.00	\$800.00
614	Barricade, end of road panels	1	Ea.	\$ 500.00	\$500.00
615	2" Offsite Irrig. Ser. W/ riser	290	Lin. Ft.	\$ 7.00	\$2,030.00
615	4" PVC irrigation pipe, Class 160	2,145	Lin. Ft.	\$ 8.00	\$17,160.00
615	6" PVC irrigation pipe, Class 160	480	Lin. Ft.	\$ 10.00	\$4,800.00
615	6" Gate valve	1	Ea.	\$ 500.00	\$500.00
615	4" Ball valve	6	Ea.	\$ 75.00	\$450.00
615	2" CR-100 Air-Vac	1	Ea.	\$ 200.00	\$200.00
615	Air-injection port	2	Ea.	\$ 300.00	\$600.00
615	Blow-off	1	Ea.	\$ 200.00	\$200.00
615	8" C-900 Irrig. Sleeve	95	Lin. Ft.	\$ 15.00	\$1,425.00
615	12" C-900 Irrig. Sleeve	45	Lin. Ft.	\$ 18.00	\$810.00
615	Risers, irrigation - 1" w/ ball valve	23	Ea.	\$ 80.00	\$1,840.00
619	8" C-900 Class 150, PVC Pipe	1,583	Lin. Ft.	\$ 18.00	\$28,494.00
619	Sewer line encasement	6	Ea.	\$ 400.00	\$2,400.00
619	8" Gate Valve	9	Ea.	\$ 550.00	\$4,950.00
619	Fire Hydrant	2	Ea.	\$ 2,350.00	\$4,700.00
619	3/4" type K copper Services	778	Lin. Ft.	\$ 9.00	\$7,002.00
619	Tie connection to exist. 8" waterline	1	Ea.	\$ 500.00	\$500.00
619	Landscaping	1	L.S.	\$ 2,000.00	\$2,000.00
630	Traffic Control	1	L.S.	\$ 1,000.00	\$1,000.00
	<b>SUB-TOTAL</b>				<b>\$257,652.50</b>
	<b>SUPERVISION</b>	1	L.S.	4%	<b>\$10,306.10</b>
	<b>ESTIMATED PROJECT COST</b>				<b>\$267,958.60</b>
	<b>PERFORMANCE BOND</b>			<b>110%</b>	<b>\$294,754.46</b>

*Testing  
As-Builts*



*banner@wic.net*



# WestWater Engineering

2516 FORESIGHT CIRCLE, #1 GRAND JUNCTION, COLORADO 81505 (970) 241-7076 FAX (970) 241-7097

---

March 26, 2004

Kelly Taylor  
Haven Construction Company  
P.O. Box 60280  
Grand Junction, CO 81506

Re: Christa Lee Subdivision

Dear Kelly:

Preliminary testing on the Christa Lee Subdivision was performed on December 11 and 12, 2003. Testing included air pressure, lamping and mandrel. All mandrel and pressure tests were satisfactory. Defects in lamping were limited to work in the manholes i.e., installing missing steps, which can be performed at any time.

The project presently meets Orchard Mesa Sanitation District's standards for paving with the exception of "redline" As-builts, which we have not yet received.

Sincerely,

A handwritten signature in black ink, appearing to read "A. David Rann".

A. David Rann  
Resident Inspector

ADR/lp

cc: Rick Dorris, City of Grand Junction

## TEDS DESIGN EXCEPTION REQUEST

CRISTA LEE SUBDIVISION  
2933 B ½ Road - Grand Junction, CO

September 17, 2003

### Proposed Design Exception:

Request to allow installation of an access roadway (Crista Lee Way - an Urban Residential Street) with B ½ Road (a designated Minor Arterial) which will be out of compliance with Section 6.2.8.2 of the TEDS manual given that the offset for an existing driveway on the opposite side of B ½ Road will be within the minimum offset of 150 feet (actual offset will be approximately 60').

### Alternatives Considered:

1. Given the limited frontage of the project with B ½ Road (approximately 115 feet) and the number and location of existing driveways in the vicinity, it would be impossible to provide access to the site without encroaching somewhere on the separation offsets of the TEDS manual. There are two existing drives, approximately 40 feet apart, on the opposite side of B ½ Road and two existing drives on the same side of B ½ Road approximately 340 feet apart. This proposal attempts to balance the offsets as much as possible by generally splitting the distance between the two drives on the same side and aligning with one of the drives on the opposite side (the entrance to the Orchard Mesa Canal roadway). This leaves the other existing drive (Mrs. Celia Ligrani, 2934 B ½ Road) on the opposite side within approximately 60 feet of the entrance roadway.
2. Mrs. Ligrani was contacted, in person, to discuss the problem and the potential hazards associated with the offset. We discussed the possibility of relocating her driveway to coincide with the location of the Orchard Mesa Canal roadway which is generally in alignment with the proposed access roadway to Crista Lee. She was not interested in pursuing this given that her yard was fenced and heavily landscaped along the southwestern boundary adjacent to the canal road (containing several large trees). In addition, the entrance to the canal road is chained-off and contains signs indicating "No Access Allowed". It is unlikely that the canal company would be very willing to share the drive, in our opinion, although they were not contacted given the response from Mrs. Ligrani.
3. Moving the entrance roadway to align with the Ligrani driveway will create an offset problem with two other existing drives (the O.M. Canal road and the Stocking's to the east). This would create more potential for offset hazards than the current proposal.

### Impacts of Change:

The impacts of this proposed change do not appear to be adverse. The other reasonable alternatives would create additional hazards and compromises on safety.

*Not  
req'd*

Laura,

Please comment on  
this if it is yours.  
If not give it to Eric  
on Monday.

Why can't they align  
with ditch Road?

Phil M.



# LETTER OF TRANSMITTAL

**VISTA ENGINEERING CORP.**  
CONSULTING ENGINEERS & LAND SURVEYORS

2777 CROSSROADS BOULEVARD  
GRAND JUNCTION, COLORADO 81506  
(970) 243-2242  
FAX: (970) 243-3810

TO: CITY OF GRAND JUNCTION  
ENGINEERING

ATTENTION: MIKE McDILL

SUBJECT: TEDS EXCEPTION  
CRISTA LEE SUBDIVISION

DATE: 9/17/03  
JOB NO. 4115.01

TRANSMITTED ARE:

- For Approval
- For Your Use
- As Requested
- For Review and Comment
- Submittal Accepted
- Submittal Accepted as Noted (Resubmit)
- Submittal Returned for Revisions (Resubmit)

- Submittal Not Accepted (Submit Anew)
- Preliminary Submittal
- For Reference Only
- Distribution Copy (Previously Accepted)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	9/17/03	1	TEDS EXCEPTION REQUEST
1	9/15/03 Rev #2	1	SHEET 4 (UTIL. COMP. W/ DRIVEWAY LOCATIONS ON B 1/2 ROAD)

REMARKS MIKE -

PLEASE PROCESS THIS TEDS EXCEPTION REQUEST AS SOON AS POSSIBLE.

I HAVE INCLUDED SHEET 4 TO PROVIDE LOCATIONS OF EXISTING DRIVEWAYS  
ON B 1/2 ROAD (POSTED SPEED = 40 MPH, DESIGNATED MINOR ARTERIAL).

CALL IF YOU HAVE QUESTIONS OR NEED ADDITIONAL INFORMATION.

THANK YOU FOR YOUR ASSISTANCE.

PAT O'CONNOR

Pat M. O'Con

COPY TO \_\_\_\_\_

SIGNED \_\_\_\_\_

## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Crista Lee Subdivis  
 DEVELOPER: Alan C. Helmick  
 ESCROW AGENCY: Grand Valley Nation

Construction Costs: \$289,902.78  
 20% City Security: \$57,980.56  
 Total DIA Amount: \$347,883.34

DIA NOT RECORDED:  
 DIA RECORDED: X  
 Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$43,864.00	\$0.00	\$0.00	\$20,985.68	\$30,723.00	\$3,100.00	\$98,672.68
<b>Remaining Disbursable Balance</b>		\$0.00	\$45,946.00	\$114,798.50	\$8,194.32	\$3,917.00	\$18,374.28	\$191,230.10

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$98,672.68, including all previous payments, to the Developer for work completed on the Project.

Signature: Laura C Lamberty  
 Name: Laura C Lamberty

Date: 12-5-03  
 Title: Development Engineer

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 1

To: Paul Helmick, for work at CRISTA LEE  
(owner) (subdivision)

accomplished through the date of 12/04/03 by UTE WATER CO as shown on  
(subcontractor)

- the attached itemized list.

CONTRACTOR'S Certification: UTE WATER CO (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of UTE WATER CO (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_\_\_ (subcontractor)

\$3,100.00 - MASTER WATER TAP FEE  
(from misc) Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for CRISTA LEE Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: \_\_\_\_\_  
By: N/A

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 12-5, 2003 CITY OF GRAND JUNCTION  
By: Ana C. Umuty  
Title: Development Engr

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Company: \_\_\_\_\_  
By & Title: Paul Helmick

02/12/2002

INVOICE

2

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 6825

To: Alan C. Helmick (owner), for work at Crista Lee (subdivision)

accomplished through the date of 11/21/03 by United Companies (subcontractor) as shown on

- the attached itemized list.

CONTRACTOR'S Certification: United Companies (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work-Agreement referred to above have been applied to discharge in full all obligations of United Companies (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_\_\_ (subcontractor)

By: ATTORNEY

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for Crista Lee Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: N/A

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 12-5, 2003 CITY OF GRAND JUNCTION

By: Anna C. Unalitz

Title: Development Engineer

AS MODIFIED- SEE ATTACHED

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 12/02, 2003 Company: \_\_\_\_\_

By & Title: Alan C. Helmick



**OLDCASTLE SW GROUP, INC.**

United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**INVOICE**

Invoice No: 6825  
 Invoice Date: 11/21/2003  
 Contract: 400721.  
 CustomerNo: 7528  
 Terms: Net 30 Days  
 Due Date: 12/21/2003  
 Application: 2

To: Alan Helmick  
 721 Main St  
 Delta, CO. 81416

Job Information:  
 Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Clear & Grub	4,780.00	0.00	0.00	0.00	LS	4,780.00	0.00	4,780.00	100.00%
2 - Rough Cut	13,404.00	3,351.00	0.00	2,513.25	CY	4.00	0.00	10,053.00	75.00%
3 - Subgrade Prep	9,435.60	7,863.00	0.00	0.00	SY	1.20	0.00	0.00	0.00%
4 - Class 6	35,100.00	2,700.00	0.00	0.00	TON	13.00	0.00	0.00	0.00%
5 - HBP	35,802.00	884.00	0.00	0.00	TON	40.50	0.00	0.00	0.00%
6 - Raise MH to Finish Grade	2,920.00	8.00	0.00	0.00	EA	365.00	0.00	0.00	0.00%
7 - Raise Water Valves	1,320.00	8.00	0.00	0.00	EA	165.00	0.00	0.00	0.00%
8 - Testing for United's Portion	2,100.00	0.00	0.00	0.00	LS	2,100.00	0.00	0.00	0.00%
9 - Traffic Control	3,600.00	0.00	0.00	0.00	LS	3,600.00	0.00	0.00	0.00%
10 - Sterilant	1,432.35	5,305.00	0.00	0.00	SY	0.27	0.00	0.00	0.00%
11 - Domestic Water	51,015.00	0.00	0.00	0.00	LS	51,015.00	0.00	0.00	0.00%
12 - Sanitary Sewer	44,215.00	0.00	0.00	0.00	LS	44,215.00	44,215.00	44,215.00	100.00%
13 - Storm Drain	4,870.00	0.00	0.00	0.00	LS	4,870.00	0.00	0.00	0.00%
14 - Irrigation System	28,595.00	0.00	0.00	0.00	LS	28,595.00	28,595.00	28,595.00	100.00%
15 - Mobilization	2,000.00	0.00	0.00	0.00	LS	2,000.00	0.00	500.00	25.00%
16 - Concrete Phase	54,815.00	0.00	0.00	0.00	LS	54,815.00	0.00	0.00	0.00%
17 - CO #1 Pvc Pipe 2" to 3"	0.00	0.00	0.00	0.00	LS	0.00	2,128.00	2,128.00	0.00%
18 - CO #2 - Pit Run	0.00	0.00	753.69	753.69	TON	0.00	5,652.68	5,652.68	0.00%

Progress Billing #2

If you have Questions regarding this billing, please contact Debbie Weaver at 1-970-243-4900 x 218

*over DIA amount of 43,864*

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

**PLEASE PAY FROM THIS INVOICE-DETACH AND RETURN WITH PAYMENT**

Remit to: United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502

Customer Name: Alan Helmick  
 Customer No: 7528  
 Invoice Number: 6825  
 Invoice Amount: 80,590.68

Amount Remitted: \_\_\_\_\_

United Companies  
P.O. Box 3609  
Grand Junction, CO 81502  
(970) 243-4900

Invoice No: 6825  
Invoice Date: 11/21/2003  
Contract: 400721.  
CustomerNo: 7528  
Terms: Net 30 Days  
Due Date: 12/21/2003  
Application: 2

To : Alan Helmick  
721 Main St  
Delta, CO. 81416

Job Information:  
Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
Change Order #1 380 lf @ \$5.60/lf = \$2,128.00									
Change Order #2 753.69 tons of pit run @ \$7.50/ton = \$5,652.68									

Total To Date:	95,923.68
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	15,333.00
<b>Total Due This Invoice:</b>	<b>80,590.68</b>

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

Remit to: United Companies  
P.O. Box 3609  
Grand Junction, CO 81502


Customer Name: Alan Helmick  
Customer No: 7528  
Invoice Number: 6825  
Invoice Amount: 80,590.68  
Amount Remitted: \_\_\_\_\_


Client: Haven Construction	Report No: 11
Project: Crista Lee Subdivision	Date of Test: 3-29-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
57A	RETEST	96	95	17.0	+2	112.4@17.3	C
56A	RETEST	96	95	17.3	+2	112.4@17.3	C
170	Sewer MH A2 @ -2' BSG	98	95	15.6	+2	115.3@16.5	C
171	Sewer MH A2 @ FSG	96	95	16.1	+2	115.3@16.5	C

DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	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: United Companies				Report No: 5			
Project: Crista Lee Subdivision				Date of Test: 3-29-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90525-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
62	Sidewalk, Crista Lee Wy., sta 0+50, (grade change) @ FG	96	95	5.5	+2	138.7@6.1	ABC
63	Sidewalk, Crista Lee Wy., sta 0+50, (grade change) @ FG	97	95	5.5	+2	138.7@6.1	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: <i>RL</i>			
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	
				<b>FILL DENSITY TEST DAILY REPORT</b>			



## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

**PROJECT:** Crista Lee Subdivis  
**DEVELOPER:** Alan C. Helmick  
**ESCROW AGENCY:** Grand Valley Natio

**Construction Costs:** \$289,902.78  
**20% City Security:** \$57,980.56  
**Total DIA Amount:** \$347,883.34

**DIA NOT RECORDED:**  
**DIA RECORDED:** X  
 Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
10-Mar-04	lcl		\$16,740.50					\$16,740.50
14-Apr-04	lcl			\$19,376.68				\$19,376.68
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$43,864.00	\$16,740.50	\$19,376.68	\$25,321.68	\$30,723.00	\$3,766.70	\$139,792.56
<b>Remaining Disbursable Balance</b>		\$0.00	\$29,205.50	\$95,421.82	\$3,858.32	\$3,917.00	\$17,707.58	\$150,110.22

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$139,792.56, including all previous payments, to the Developer for work completed on the Project.

Signature: Laura C Lambertz  
 Name: Laura C Lambertz

Date: 4-14-04  
 Title: Development Engineer



**OLDCASTLE SW GROUP, INC.**

United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**INVOICE**

Invoice No: 7233  
 Invoice Date: 3/26/2004  
 Contract: 400721.  
 CustomerNo: 7528  
 Terms: Net 30 Days  
 Due Date: 4/25/2004  
 Application: 5

To: Alan Helmick  
 721 Main St  
 Delta, CO. 81416

Job Information:  
 Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Clear & Grub	4,780.00	0.00	0.00	0.00	LS	4,780.00	0.00	4,780.00	100.00%
2 - Rough Cut	13,404.00	3,351.00	837.75	3,351.00	CY	4.00	3,351.00	13,404.00	100.00%
3 - Subgrade Prep	9,435.60	7,863.00	7,863.00	7,863.00	SY	1.20	9,435.60	9,435.60	100.00%
4 - Class 6 (ROAD)	35,100.00	2,700.00	1,866.70	1,866.70	TON	13.00	24,267.10	24,267.10	69.14%
5 - HBP	35,802.00	884.00	0.00	0.00	TON	40.50	0.00	0.00	0.00%
6 - Raise MH to Finish Grade	2,920.00	8.00	0.00	0.00	EA	365.00	0.00	0.00	0.00%
7 - Raise Water Valves	1,320.00	8.00	0.00	0.00	EA	165.00	0.00	0.00	0.00%
8 - Testing for United's Portion	2,100.00	0.00	0.00	0.00	LS	2,100.00	1,050.00	1,050.00	50.00%
9 - Traffic Control	3,600.00	0.00	0.00	0.00	LS	3,600.00	0.00	0.00	0.00%
10 - Sterilant	1,432.35	5,305.00	0.00	0.00	SY	0.27	0.00	0.00	0.00%
11 - Domestic Water	51,015.00	0.00	0.00	0.00	LS	51,015.00	0.00	0.00	0.00%
12 - Sanitary Sewer	44,215.00	0.00	0.00	0.00	LS	44,215.00	0.00	44,215.00	100.00%
13 - Storm Drain	4,870.00	0.00	0.00	0.00	LS	4,870.00	0.00	0.00	0.00%
14 - Irrigation System	28,595.00	0.00	0.00	0.00	LS	28,595.00	0.00	28,595.00	100.00%
15 - Mobilization	2,000.00	0.00	0.00	0.00	LS	2,000.00	500.00	1,000.00	50.00%
16 - Concrete Phase	54,815.00	0.00	0.00	0.00	LS	54,815.00	0.00	0.00	0.00%
17 - CO #1 Pvc Pipe 2" to 3"	0.00	0.00	0.00	0.00	LS	0.00	0.00	2,128.00	0.00%
18 - CO #2 - Pit Run	0.00	0.00	0.00	753.69	TON	0.00	0.00	5,652.68	0.00%
19 - Time & Material Extra Work	0.00	0.00	0.00	0.00	LS	0.00	0.00	4,880.00	0.00%
20 - CO #3 - Dry Utility & Crossing	0.00	0.00	0.00	0.00	LS	0.00	0.00	4,366.00	0.00%

295,403.55

Progress Billing #5

Est 2350

If you have Questions regarding this billing, please contact Debbie Weaver at 1-970-243-4900 x 218 \ PAD5

\$19,376.68

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

**PLEASE PAY FROM THIS INVOICE-DETACH AND RETURN WITH PAYMENT**

Remit to: United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502

Customer Name: Alan Helmick  
 Customer No: 7528  
 Invoice Number: 7233  
 Invoice Amount: 38,603.70

Amount Remitted: \_\_\_\_\_

United Companies  
P.O. Box 3609  
Grand Junction, CO 81502  
(970) 243-4900

Invoice No: 7233  
Invoice Date: 3/26/2004  
Contract: 400721.  
CustomerNo: 7528  
Terms: Net 30 Days  
Due Date: 4/25/2004  
Application: 5

To: Alan Helmick  
721 Main St  
Delta, CO. 81416

Job Information:  
Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
--------------------	-----------------	-------------------	--------------------	--------------	-----	------------	------------------	----------------	--------

Total To Date:	143,773.38
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	105,169.68
<b>Total Due This Invoice:</b>	<b>38,603.70</b>

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

Remit to: United Companies  
P.O. Box 3609  
Grand Junction, CO 81502

Customer Name: Alan Helmick  
Customer No: 7528  
Invoice Number: 7233  
Invoice Amount: 38,603.70

Amount Remitted: \_\_\_\_\_

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 5

To: ALAN C. HELMICK (owner), for work at CRISTA LEE SUB. (subdivision)

accomplished through the date of 3/26/04 by UNITED COMPANIES (subcontractor) as shown on

- the attached itemized list.

CONTRACTOR'S Certification: UNITED COMPANIES (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of UNITED COMPANIES (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_\_\_ (subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for CRISTA LEE Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: N/A

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 2004 CITY OF GRAND JUNCTION

By: Anna C. Umbert

Title: Development

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Company: \_\_\_\_\_

By & Title: \_\_\_\_\_

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 7

To: Alan C. Helmick, for work at CRISTA LEE  
(owner) (subdivision)

accomplished through the date of 5/21/04 by United Companies as shown on  
(subcontractor)

- the attached itemized list.

CONTRACTOR'S Certification: United Co (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of United Co (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 5/21, 2004 \_\_\_\_\_ (subcontractor)

*Partial Draw of \$31,100.71-*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for CRISTA LEE Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: n/a

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 5/27, 2004 CITY OF GRAND JUNCTION

By: Jane A. [Signature]

Title: Development Engineer

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 5/27, 2004 Company: Alan C. Helmick

By & Title: Owner



**OLDCASTLE SW GROUP, INC.**

United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**INVOICE** 7494  
 Invoice No: 7494  
 Invoice Date: 5/21/2004  
 Contract: 400721.  
 CustomerNo: 7528  
 Terms: Net 30 Days  
 Due Date: 6/20/2004  
 Application: 7

To: Alan Helmick  
 721 Main St  
 Delta, CO. 81416

Job Information:  
 Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Clear & Grub	4,780.00	0.00	0.00	0.00	LS	4,780.00	0.00	4,780.00	100.00%
2 - Rough Cut	13,404.00	3,351.00	0.00	3,351.00	CY	4.00	0.00	13,404.00	100.00%
3 - Subgrade Prep	9,435.60	7,863.00	0.00	7,863.00	SY	1.20	0.00	9,435.60	100.00%
4 - Class 6	35,100.00	2,700.00	748.30	2,615.00	TON	13.00	9,727.90	33,995.00	96.85%
5 - HBP	35,802.00	884.00	784.53	784.53	TON	40.50	31,773.47	31,773.47	88.76%
6 - Raise MH to Finish Grade	2,920.00	8.00	7.00	7.00	EA	365.00	2,555.00	2,555.00	87.50%
7 - Raise Water Valves	1,320.00	8.00	8.00	8.00	EA	165.00	1,320.00	1,320.00	100.00%
8 - Testing for United's Portion	2,100.00	0.00	0.00	0.00	LS	2,100.00	1,050.00	2,100.00	100.00%
9 - Traffic Control	3,600.00	0.00	0.00	0.00	LS	3,600.00	900.00	900.00	25.00%
10 - Sterilant	1,432.35	5,305.00	5,305.00	5,305.00	SY	0.27	1,432.35	1,432.35	100.00%
11 - Domestic Water	51,015.00	0.00	0.00	0.00	LS	51,015.00	0.00	51,015.00	100.00%
12 - Sanitary Sewer	44,215.00	0.00	0.00	0.00	LS	44,215.00	0.00	44,215.00	100.00%
13 - Storm Drain	4,870.00	0.00	0.00	0.00	LS	4,870.00	0.00	4,870.00	100.00%
14 - Irrigation System	28,595.00	0.00	0.00	0.00	LS	28,595.00	0.00	28,595.00	100.00%
15 - Mobilization	2,000.00	0.00	0.00	0.00	LS	2,000.00	1,000.00	2,000.00	100.00%
16 - Concrete Phase	54,815.00	0.00	0.00	0.00	LS	54,815.00	2,779.12	49,371.87	90.07%
17 - CO #1 Pvc Pipe 2" to 3"	0.00	0.00	0.00	0.00	LS	0.00	0.00	2,128.00	0.00%
18 - CO #2 - Pit Run	0.00	0.00	0.00	753.89	TON	0.00	0.00	5,652.68	0.00%
19 - Time & Material Extra Work	0.00	0.00	0.00	0.00	LS	0.00	0.00	4,880.00	0.00%
20 - CO #3 - Dry Utility & Crossing	0.00	0.00	0.00	0.00	LS	0.00	0.00	12,645.50	0.00%
21 - CO Truncated Domes	0.00	0.00	71.99	71.99	EA	0.00	2,485.00	2,485.00	0.00%

Progress Billing #7

If you have Questions regarding this billing, please contact Debbie Weaver at 1-970-243-4900 x 218

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

**PLEASE PAY FROM THIS INVOICE-DETACH AND RETURN WITH PAYMENT**

Remit to: United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502

Customer Name: Alan Helmick  
 Customer No: 7528  
 Invoice Number: 7494  
 Invoice Amount: 55,022.84

Amount Remitted: \_\_\_\_\_

**Invoice No:** 7494  
**Invoice Date:** 5/21/2004  
**Contract:** 400721.  
**CustomerNo:** 7528  
**Terms:** Net 30 Days  
**Due Date:** 6/20/2004  
**Application:** 7

**United Companies**  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**To : Alan Helmick**  
**721 Main St**  
**Delta, CO. 81416**

**Job Information:**  
**Crista Lee Subdivision**

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
--------------------	-----------------	-------------------	--------------------	--------------	-----	------------	------------------	----------------	--------

**Total To Date:** 309,553.47  
**Plus Sales Tax:** 0.00  
**Less Retainage:** 0.00  
**Less Previous Application:** 254,530.63  
**Total Due This Invoice:** 55,022.84

Payment in full is due Net.30 days following invoice date In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 8%, will be assessed until paid

**Remit to: United Companies**  
**P.O. Box 3609**  
**Grand Junction, CO 81502**

**Customer Name:** Alan Helmick  
**Customer No:** 7528  
**Invoice Number:** 7494  
**Invoice Amount:** 55,022.84  
**Amount Remitted:** \_\_\_\_\_

## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

**PROJECT:** Crista Lee Subdivis  
**DEVELOPER:** Alan C. Helmick  
**ESCROW AGENCY:** Grand Valley Nation

**Construction Costs:** \$289,902.78  
**20% City Security:** \$57,980.56  
**Total DIA Amount:** \$347,883.34

**DIA NOT RECORDED:**  
**DIA RECORDED:** X

Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
10-Mar-04	lcl		\$16,740.50					\$16,740.50
14-Apr-04	lcl			\$19,376.68				\$19,376.68
19-May-04	lcl		\$29,205.50	\$46,592.72	\$3,858.32		\$579.68	\$80,236.22
27-May-04	lcl			\$31,100.71				\$31,100.71
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$43,864.00	\$45,946.00	\$97,070.11	\$29,180.00	\$30,723.00	\$4,346.38	\$251,129.49
<b>Remaining Disbursable Balance</b>		\$0.00	\$0.00	\$17,728.39	\$0.00	\$3,917.00	\$17,127.90	\$38,773.29

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$251,129.49, including all previous payments, to the Developer for work completed on the Project.

Signature: Laura C Lambertz  
 Name: Laura Lambertz

Date: 5-27-04  
 Title: Development Engineer



REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 10

To: ALAN C. HELMICK (owner), for work at CRISTA LEE SUB (subdivision)

accomplished through the date of 4-30-04 by CITY OF GRAND JUNCTION (subcontractor) as shown on

the attached itemized list.

CONTRACTOR'S Certification: CITY OF GRAND JUNCTION (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of CITY OF GRAND JUNCTION (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 5/7, 2004 \_\_\_\_\_ (subcontractor)

By: Alan C. Helmick

Title: Owner

Per paragraph 2(a) of the disbursement agreement for CRISTA LEE Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: N/A  
By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 5-19, 20004 CITY OF GRAND JUNCTION  
By: Alan C. Helmick  
Title: Development Eng

AS NOTED ONLY  
\$579.68

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Company: \_\_\_\_\_  
By & Title: \_\_\_\_\_

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 6

To: ALAN C. HELMIK (owner), for work at CRISTA LEE SUB. (subdivision)

accomplished through the date of 4-20-04 by UNITED COMPANIES (subcontractor) as shown on

the attached itemized list.

CONTRACTOR'S Certification: UNITED COMPANIES (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of UNITED COMPANIES (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated 5/7, 2004 \_\_\_\_\_ (subcontractor)

By: Alan C. Helmik

Title: Owner

Per paragraph 2(a) of the disbursement agreement for CRISTA LEE Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Name: N/A

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 5-19, 2004 CITY OF GRAND JUNCTION

\$79,656.54  
AS NOTED ONLY  
INSUFFICIENT FUNDS IN DIA TO FULL PAY

By: Lance C. [Signature]

Title: Development Eng'r

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_ Company: \_\_\_\_\_

By & Title: \_\_\_\_\_



**OLDCASTLE SW GROUP, INC.**

United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502  
 (970) 243-4900

**INVOICE**

Invoice No: 7278  
 Invoice Date: 4/20/2004  
 Contract: 400721.  
 CustomerNo: 7528  
 Terms: Net 30 Days  
 Due Date: 5/20/2004  
 Application: 6

To : Alan Helmick  
 721 Main St  
 Delta, CO. 81416

Job Information:  
 Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Clear & Grub	4,780.00	0.00	0.00	0.00	LS	4,780.00	0.00	4,780.00	100.00%
2 - Rough Cut	13,404.00	3,351.00	0.00	3,351.00	CY	4.00	0.00	13,404.00	100.00%
3 - Subgrade Prep	9,435.60	7,863.00	0.00	7,863.00	SY	1.20	0.00	9,435.60	100.00%
4 - Class 6	35,100.00	2,700.00	0.00	1,866.70	TON	13.00	0.00	24,267.10	69.14%
5 - HBP	35,802.00	884.00	0.00	0.00	TON	40.50	0.00	0.00	0.00%
6 - Raise MH to Finish Grade	2,920.00	8.00	0.00	0.00	EA	365.00	0.00	0.00	0.00%
7 - Raise Water Valves	1,320.00	8.00	0.00	0.00	EA	165.00	0.00	0.00	0.00%
8 - Testing for United's Portion	2,100.00	0.00	0.00	0.00	LS	2,100.00	0.00	1,050.00	50.00%
9 - Traffic Control	3,600.00	0.00	0.00	0.00	LS	3,600.00	0.00	0.00	0.00%
10 - Sterilant	1,432.35	5,305.00	0.00	0.00	SY	0.27	0.00	0.00	0.00%
11 - Domestic Water	51,015.00	0.00	0.00	0.00	LS	51,015.00	51,015.00	51,015.00	100.00%
12 - Sanitary Sewer	44,215.00	0.00	0.00	0.00	LS	44,215.00	0.00	44,215.00	100.00%
13 - Storm Drain	4,870.00	0.00	0.00	0.00	LS	4,870.00	4,870.00	4,870.00	100.00%
14 - Irrigation System	28,595.00	0.00	0.00	0.00	LS	28,595.00	0.00	28,595.00	100.00%
15 - Mobilization	2,000.00	0.00	0.00	0.00	LS	2,000.00	0.00	1,000.00	50.00%
16 - Concrete Phase	54,815.00	0.00	0.00	0.00	LS	54,815.00	46,592.75	46,592.75	85.00%
17 - CO #1 Pvc Pipe 2" to 3"	0.00	0.00	0.00	0.00	LS	0.00	0.00	2,128.00	0.00%
18 - CO #2 - Pit Run	0.00	0.00	0.00	753.69	TON	0.00	0.00	5,652.68	0.00%
19 - Time & Material Extra Work	0.00	0.00	0.00	0.00	LS	0.00	0.00	4,880.00	0.00%
20 - CO #3 - Dry Utility & Crossing	0.00	0.00	0.00	0.00	LS	0.00	8,279.50	12,645.50	0.00%

Progress Billing No. 6. Change Order No. 3 dated 2/4/04. Dry utilities Trenching was for 2,855 LF @ \$2.90/LF total \$8,279.50.

If you have Questions regarding this billing, please contact Debbie Weaver at 1-970-243-4900 x 218

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

**PLEASE PAY FROM THIS INVOICE-DETACH AND RETURN WITH PAYMENT**

Remit to: United Companies  
 P.O. Box 3609  
 Grand Junction, CO 81502

Customer Name: Alan Helmick  
 Customer No: 7528  
 Invoice Number: 7278  
 Invoice Amount: 110,757.25

Amount Remitted: \_\_\_\_\_

United Companies  
P.O. Box 3609  
Grand Junction, CO 81502  
(970) 243-4900

Invoice No: 7278  
Invoice Date: 4/20/2004  
Contract: 400721.  
CustomerNo: 7528  
Terms: Net 30 Days  
Due Date: 5/20/2004  
Application: 6

To : Alan Helmick  
721 Main St  
Delta, CO. 81416

Job Information:  
Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
--------------------	-----------------	-------------------	--------------------	--------------	-----	------------	------------------	----------------	--------

Total To Date:	254,530.63
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	143,773.38
<b>Total Due This Invoice:</b>	<b>110,757.25</b>

Payment in full is due Net30 days following invoice date In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 8%, will be assessed until paid

Remit to: United Companies	Customer Name: Alan Helmick		
P.O. Box 3609	Customer No: 7528		
Grand Junction, CO 81502	Invoice Number: 7278		
	Invoice Amount: 110,757.25	Amount Remitted:	_____

INVOICE

ACCOUNT NUMBER: @00021892

INVOICE NUMBER: S0031551

Alan Helmick  
 721 Main St. #4

INVOICE DATE: April 30, 2004

DUE DATE: May 30, 2004

Delta

CO 81416

Amount Enclosed: \_\_\_\_\_

Please tear and return this portion with payment

CODE	DESCRIPTION	CHARGE AMOUNT	PAYMENTS CREDITS	BALANCE DUE
INSP	Dev Inspection Fees <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">           Inspection/Engineering Development Fees            January - March 2004            Engineer: Laura Lamberty            256-4155            Crista Lee Subdivision         </div>	579.68	0.00	579.68
<b>TOTAL</b>		<b>\$579.68</b>	<b>\$0.00</b>	<b>\$579.68</b>

COMMENT:

If you have any questions, please contact your Development Engineer.

INVOICE NUMBER: S0031551

ACCOUNT NUMBER: @00021892

**CITY OF GRAND JUNCTION**

250 N. 5th Street  
 Grand Junction, CO 81501  
 (970) 244-1581

## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

**PROJECT:** Crista Lee Subdivie  
**DEVELOPER:** Alan C. Helmick  
**ESCROW AGENCY:** Grand Valley Nation

**Construction Costs:** \$289,902.78  
**20% City Security:** \$57,980.56  
**Total DIA Amount:** \$347,883.34

**DIA NOT RECORDED:**  
**DIA RECORDED:** X

Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRI.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
10-Mar-04	lcl		\$16,740.50					\$16,740.50
14-Apr-04	lcl			\$19,376.68				\$19,376.68
19-May-04	lcl		\$29,205.50	\$46,592.72	\$3,858.32		\$579.68	\$80,236.22
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$43,864.00	\$45,946.00	\$65,969.40	\$29,180.00	\$30,723.00	\$4,346.38	\$220,028.78
<b>Remaining Disbursable Balance</b>		\$0.00	\$0.00	\$48,829.10	\$0.00	\$3,917.00	\$17,127.90	\$69,874.00

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$220,028.78, including all previous payments, to the Developer for work completed on the Project.

Signature: *Laura C. Lambertz*  
 Name: Laura C. Lambertz

Date: 5-19-04  
 Title: Development Engr



GRAND JUNCTION  
LINCOLN-DeVORE, Inc.  
GEOTECHNICAL ENGINEERS-GEOLOGISTS

1441 Motor Street  
Grand Junction, CO. 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

### FACSIMILE TRANSMITTAL SHEET

TO: Laura Lamberty

DATE: 5-17-04

TIME: \_\_\_\_\_

Number of Pages: 2  
(Including this Page)

Re: \_\_\_\_\_



FROM: B. Wharton

MESSAGE: Laura-

According to the contractor  
the attached manholes were  
raised one foot. These were  
the only grade changes and  
here's the tests for them.

call w/ questions

P. 2  
 G J Lincoln-Devore Inc. (970) 242-1561  
 MAY 17 04 02:49P

Client: Haven Construction				Report No: 13			
Project: Crista Lee Subdivision				Date of Test: 5-4-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
173	Sewer, MH C-1, Grade Change, @ FSG	98	95	15.2	-2	115.1@16.5	C
174	Sewer, MH D-1, Grade Change, @ FSG	97	95	15.5	+2	115.1@16.5	C
175	Sewer, MH B-3, Grade Change, @ FSG	98	95	15.2	+2	115.1@16.5	C
176	Sewer, MH B-2, Grade Change, @ FSG	99	95	15.1	+2	115.1@16.5	C
177	Sewer, MH B-1 Grade Change, @ FSG	98	95	15.5	+2	115.1@16.5	C
178	Sewer, MH A-2, Grade Change, @ FSG	97	95	15.9	+2	115.1@16.5	C
179	Sewer, MH C-2, Grade Change, @ FSG	100	95	15.6	+2	115.1@16.5	C
DISTRIBUTION:		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.			
I-Client		** Fails Moisture Spec. NC = NonCohesive		BY: 			
I-Vista Eng.		S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT			
I-Westwater Eng.		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	





WESTERN  
COLORADO  
TESTING,  
INC.

520 25th Road, Suite B-101  
Grand Junction, Colorado 81505  
(970) 241-7700  
(970) 241-7783 FAX  
e-mail address: westcolotesting@qwest.net

DATE: 5/26/04

TO: LAURA Lamberty

FAX #: 256-4031

FROM: A Utica

SUBJECT: KRISTIN LEE SUBD

WCT #: 304204

NUMBER OF PAGES INCLUDING COVER SHEET: 5

- |  |   |
|--|---|
| <input type="checkbox"/> Urgent                          | <input type="checkbox"/> For Review     |
| <input checked="" type="checkbox"/> For Your Information | <input type="checkbox"/> Please Comment |
| <input type="checkbox"/> Information you requested       | <input type="checkbox"/> Please Reply   |

COMMENTS:



WESTERN  
COLORADO  
TESTING,  
INC.

## HOT BITUMINOUS PAVEMENT FIELD DENSITY TESTS

Client: United Companies Test Locations Designated By: WCT Job No.: 304204  
 Project: Krista Lee Subdivision Authorized By: Kyle Alpha Date: 5/18/04  
 Location: GJ, CO Tested/Calc'd By: RG Date: 5/18/04  
 Type of Material: SX75 Virgin, 15 Rd Pit Reviewed By: JCH Date: 5/24/04  
 Source of Material: Paver Auger

Test No.	Date	Location of Test Hole	Elevation of Test Datum
1	5/18/04	6' east of center line, 25' north of south property line, Lot 1	0
2	5/18/04	8.5' east of center line, 15' north of south property line, Lot 2	0
3	5/18/04	5' south of center line, property center, Lot 1	0
4	5/18/04	10' west of center line, cul-de-sac, 5' north of property line, Lots 3:4	0
5	5/18/04	7' south of center line, 45' west of property line, Lots 7:8	0
6	5/18/04	5' north of center line, 80' east of property line, Lots 7:8	0

Test No.	Max. Unit Weight pcf	In-Place Characteristics Wet Density pcf	Relative Compaction %	Within Specs	Comments*
1	150.4	144.3	96	Y	1,7,9,12
2	150.4	143.6	95	Y	1,7,9,12
3	150.4	145.1	96	Y	1,7,9,12
4	150.4	142.4	95	Y	1,7,9,12
5	150.4	142.5	95	Y	1,7,9,12
6	150.4	144.1	96	Y	1,7,9,12

\* Comments:

1. Pavement Area  
 2. 100% min. req'd  
 3. 98% min. req'd
4. 98% min. req'd  
 6. 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. 92-96% 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.

### HOT BITUMINOUS PAVEMENT FIELD DENSITY TESTS

Client: United Companies Test Locations Designated By: WCT Job No.: 304204  
 Project: Krista Lee Subdivision Authorized By: Kyle Alpha Date: 5/18/04  
 Location: GJ, CO Tested/Calc'd By: RG Date: 5/18/04  
 Type of Material: SX75 Virgin, 15 Rd Pit Reviewed By: JCH Date: 5/24/04  
 Source of Material: Paver Auger

Test No.	Date	Location of Test Hole	Elevation of Test Datum
7	5/18/04	5' south of center line, 20' west of property center, Lot 5 (outside)	0
8	5/18/04	8' west of center line, 85' south of property line, Lots 4:5 (inside)	0
9	5/18/04	6' west of center line, 35' north of property line, Lots 4:5 (inside)	0
10	5/18/04	2' east of center line, 25' north of property line, Lots 1:2 (outside)	0
11	5/18/04	8' north of center line, 40' west of east property line, Lot 2 (outside)	0
12	5/18/04	3' south of center line, 75' east of property line, Lots 1:6 (inside lots)	0

Test No.	Max. Unit Weight pcf	In-Place Characteristics Wet Density pcf	Relative Compaction %	Within Specs	Comments*
7	150.4	144.9	96	Y	1,7,9,12
8	150.4	143.2	95	Y	1,7,9,12
9	150.4	143.9	96	Y	1,7,9,12
10	150.4	141.6	94	Y	1,7,9,12
11	150.4	140.6	93	Y	1,7,9,12
12	150.4	144.2	96	Y	1,7,9,12

\* Comments:

1. Pavement Area 4. 95% min. req'd  
 2. 100% min. req'd 5. 90% min. req'd  
 3. 98% 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.**

**HOT BITUMINOUS PAVEMENT FIELD DENSITY TESTS**

Client: United Companies Test Locations Designated By: WCT Job No.: 304204  
 Project: Krista Lee Subdivision Authorized By: Kyle Alpha Date: 5/18/04  
 Location: GJ, CO Tested/Calc'd By: RC Date: 5/18/04  
 Type of Material: SX75 Virgin, 15 Rd Pit Reviewed By: JCH Date: 5/24/04  
 Source of Material: Paver Auger

Test No.	Date	Location of Test Hole	Elevation of Test Datum
13	5/18/04	11' north of center line, 75' west of property line, Lots 1:2 (outside)	0
14	5/18/04	6' east of center line, 300' south of center line, B ½	0
15	5/18/04	4' west of center line, 150' south of center line, B ½	0
16	5/18/04	2' west of center line, 60' south of center line, B ½	0

Test No.	Max. Unit Weight pcf	In-Place Characteristics Wet Density pcf	Relative Compaction %	Within Specs	Comments*
13	150.4	144.4	96	Y	1,7,9,12
14	150.4	142.5	95	Y	1,7,9,12
15	150.4	144.7	96	Y	1,7,9,12
16	150.4	144.9	96	Y	1,7,9,12

\* Comments:

- 1. Pavement Area
- 2. 100% min. req'd
- 3. 95% min. req'd
- 4. 85% 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. 82-88% 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.: 304204  
 Project: Krista lee Subdivision Sampled By: RG Date: 5-26-04  
 Project Location: Grand Junction, CO Submitted By: RG Date: 5/18/04  
 Type of Material: HMA SX75 w/ virgin aggregate Authorized By: Client Date: 5/18/04  
 Sample Location: \_\_\_\_\_ Source of Sample: Auger  
 Sample No.: 1 Ticket No.: - Tons: 354 Time Sampled: 11:05

Sieve Analysis ASTM C136  
Extraction

Sieve Size	% Passing - Cumulative	Specification
1 1/4"		
1"		
3/4"	100	100
1/2"	97	90min
3/8"	82	78-90
No. 4	60	54-64
No. 8	41	36-46
No. 18	29	-
No. 30	22	20-28
No. 50	15	-
No. 100	9	-
Finer than 200 ASTM C117	5.7	4.2-8.2 ✓

Cold Feed Moisture \_\_\_\_\_

Asphalt Moisture \_\_\_\_\_

Test	Results	Specifications	Test Standard
Bitumen Content, %**	6.29		D2172
Briquette Specific Gr. g/cc	2.347		CP-L 5115
Briquette Unit Weight, lbs/ft <sup>3</sup>	146.1		
Maximum Specific Gr. g/cc	2.416		CP-L 5102
Maximum Unit Weight lbs/ft <sup>3</sup>	150.4		
Number of Gyration	75		
Air Voids, %	2.9	2.8-5.2 ✓	-
VMA, %	15.6		-

\* Indicates non-compliance with project requirements.

\*\* By weight of total sample



# SUBSTANTIAL COMPLETION INSPECTION CHECKLIST

Project: Crista Lee

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

DATE: 5-26-04

<b>STREETS</b>	<input type="checkbox"/> Pavement	
	<input type="checkbox"/> Concrete	ADHESIVE TRUNCATED DOME MAT
	<input type="checkbox"/> Manholes	
	<input type="checkbox"/> Signs	- END OF ROAD MARKERS - STREET SIGNS
	<input type="checkbox"/> Lighting	Overall grading plan
	<input type="checkbox"/> Site Grading	<del>lot grading</del> grass strip at south side of property line
	<input type="checkbox"/> Other	

<b>UTILITIES &amp; DRAINAGE</b>	<input type="checkbox"/> Water lines	LOWER <del>EFFICIENCY</del> LETTER OF ACCEPTANCE - CITE
	<input type="checkbox"/> Sewer Lines	" - OMSID
	<input checked="" type="checkbox"/> Inlet Structures	SPLASH PAD IN FABRIC RIP RAP - CERTIFICATION
	<input type="checkbox"/> Detention Facilities	- GRADE FROM BOTTOM TO U-PAN CERTIFICATION
	<input type="checkbox"/> Outlet Structures	- ANCHOR GRATE FRAME AS BUILT'S - 2 HARD COPIES 1 MY 1 ELECTRICAL
	<input type="checkbox"/> Other	

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.

## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

**PROJECT:** Crista Lee Subdivis  
**DEVELOPER:** Alan C. Helmick  
**ESCROW AGENCY:** Grand Valley Nation

**Construction Costs:** \$289,902.78  
**20% City Security:** \$57,980.56  
**Total DIA Amount:** \$347,883.34

**DIA NOT RECORDED:**  
**DIA RECORDED:** X  
 Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
10-Mar-04	lcl		\$16,740.50					\$16,740.50
14-Apr-04	lcl			\$19,376.68				\$19,376.68
19-May-04	lcl		\$29,205.50	\$46,592.72	\$3,858.32		\$579.68	\$80,236.22
27-May-04	lcl			\$31,100.71				\$31,100.71
21-Jun-04	lcl			\$17,728.39		\$3,917.00	\$6,193.74	\$27,839.13
								\$0.00
								\$0.00
<b>Total Disbursed</b>		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$10,540.12	\$278,968.62
<b>Remaining Disbursable Balance</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,934.16	\$10,934.16

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$278,968.62, including all previous payments, to the Developer for work completed on the Project.

Signature: Laura C Lamberty  
 Name: Laura C Lamberty

Date: 6-22-04  
 Title: Development Engineer

United Companies  
P.O. Box 3609  
Grand Junction, CO 81502  
(970) 243-4900

Invoice No: 7494  
Invoice Date: 5/21/2004  
Contract: 400721.  
CustomerNo: 7528  
Terms: Net 30 Days  
Due Date: 6/20/2004  
Application: 7

To : Alan Helmick  
721 Main St  
Delta, CO. 81416

Job Information:  
Crista Lee Subdivision

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
--------------------	-----------------	-------------------	--------------------	--------------	-----	------------	------------------	----------------	--------

Total To Date:	309,553.47
Plus Sales Tax:	0.00
Less Retainage:	0.00
Less Previous Application:	254,530.63
<b>Total Due This Invoice:</b>	<b>55,022.84</b>

Payment in full is due Net30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

Remit to: United Companies  
P.O. Box 3609  
Grand Junction, CO 81502

Customer Name: Alan Helmick  
Customer No: 7528  
Invoice Number: 7494  
Invoice Amount: 55,022.84      Amount Remitted: \_\_\_\_\_





# WestWater Engineering

2516 FORESIGHT CIRCLE, #1 GRAND JUNCTION, COLORADO 81505 (970) 241-7076 FAX (970) 241-7097

---

August 5, 2004

Deborah Davis  
Orchard Mesa Sanitation District  
240 27¼ Road  
Grand Junction, CO 81503


RE: Notice of Initial Acceptance of Sewerline Extension for Crista Lee Subdivision,  
Extension #0305

Dear Deborah,

This is to inform you that the sewerline extension for the Crista Lee Subdivision has been completed by Haven Construction as a subcontractor to United Companies for Alan Helmick in accordance with the Orchard Mesa Sanitation District's Standards and Specifications as of August 6, 2004. All sewerlines constructed as part of the extension have been tested and accepted as required by the Sanitary Sewer System Extension Agreement. Alan Helmick will warrant and guarantee for a period of one year from the above date of initial acceptance that the sewerlines are free from all defects, and shall make any such repairs as may be necessary for reason of said defects, including repairs of any trench settlement.

Enclosed is a copy of the Sewerline Extension Agreement for the 21 lots served. The project file including copies of the sewerline test results and soil compaction tests, will be delivered to you at the August 17, 2004 Board meeting. A set of the as-built sewerline Plans will also be delivered to you at that time.

Respectfully,

  
Stephen T. LaBonde  
District Engineer

STL/ap  
Encl.

cc: **Bret Guillory, City of Grand Junction**  
Alan Helmick, Petitioner Representative





Client: Haven Construction				Report No: 5			
Project: Crista Lee Subdivision				Date of Test: 12-2-03			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
81	Sewer MH B2 @ 2' BSG	96	95	17.1	+2	109.4 @ 17.5	C


DISTRIBUTION: Page 2 of 2 I-Client I-Vista Eng. I-Westwater Eng.	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:  <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. <div style="text-align: right;">  <b>GRAND JUNCTION LINCOLN DeVORE</b>            Geotechnical Engineers-Geologists         </div>

Client: Haven Construction				Report No: 6			
Project: Crista Lee Subdivision				Date of Test: 12-3-03			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:


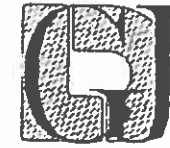
Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
82	Irrigation x-ing, E end of Mia St, sta 2+70 @ FSG	100	95	13.6	+2	123.3@14.6	C
83	Irrigation x-ing, Mia St., sta 0+50 @ FSG	98	95	16.1	+2	117.8@16.1	C
84	Irrigation x-ing, W end of Four Corner Dr., property line @ FSG	97	95	18.4	+2	107.0@19.0	C
85	Irrigation x-ing, Crista Lee Wy., sta 1+70 @ FSG	100	95	13.3	+2	123.3@14.6	C
67A	RETEST	96	95	14.1	+2	117.8@16.1	C
66A	RETEST	97	95	15.8	+2	117.8@16.1	C
65A	RETEST	96	95	15.1	+2	117.8@16.1	C
61A	RETEST	98	95	15.5	+2	117.8@16.1	C
43A	RETEST	97	95	20.0	+2	107.0@19.0	C
47A	RETEST	98	95	18.5	+2	107.0@19.0	C
46A	RETEST	96	95	17.9	+2	107.0@19.0	C
44A	RETEST	98	95	19.0	+2	107.0@19.0	C
45A	RETEST	96	95	18.9	+2	107.0@19.0	C

DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	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:  <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: Haven Construction				Report No: 6			
Project: Crista Lee Subdivision				Date of Test: 12-3-03			
Location:				Test By: DA			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
36A	RETEST	100	95	17.5	+2	107.0 @ 19.0	C
DISTRIBUTION:		Page 2 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: 	
I-Client I-Vista Eng. I-Westwater Eng.						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: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
86	Water main, Crista Lee Wy., sta 0+50 @ -2' BSG	96	95	16.2	+2	117.8@15.6	C
87	Water main, Crista Lee Wy., sta 0+50 @ FSG	99	95	14.1	+2	117.8@15.6	C
88	Water main, Crista Lee Wy., sta 2+50 @ -2' BSG	99	95	14.2	+2	117.8@15.6	C
89	Water main, Crista Lee Wy., sta 2+50 @ FSG	98	95	14.3	+2	117.8@15.6	C
90	Water valves intersection of Crista Lee & Mia Dr @ -2' BSG	97	95	14.4	+2	117.8@15.6	C
91	Water valves intersection of Crista Lee & Mia Dr @ FSG	98	95	14.5	+2	117.8@15.6	C
92	Water main, Mia Dr., sta 1+00 @ -2' BSG	99	95	19.0	+2	107.0@19.0	C
93	Water main, Mia Dr., sta 1+00 @ FSG	99	95	18.9	+2	107.0@19.0	C
94	Water main, Mia Dr., sta 3+00 @ -2' BSG	99	95	18.9	+2	107.0@19.0	C
95	Water main, Mia Dr., sta 3+00 @ FSG	99	95	18.6	+2	107.0@19.0	C
96	WS, Lots 4 & 5, Blk 3 @ -2' BSG	97	95	18.2	+2	107.0@19.0	C
97	WS, Lots 4 & 5, Blk 3 @ FSG	96	95	19.5	+2	107.0@19.0	C
98	Water main, Tianna Wy., sta 0+50 @ -2' BSG	96	95	19.9	+2	107.0@19.0	C

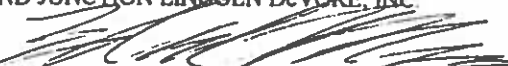
DISTRIBUTION:	Page 1 of 6	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		M Modified Proctor PR = Pit Run	


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
--	---	--	---

Client: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
99	Water main, Tianna Wy., sta 0+50 @ FSG	97	95	19.2	+2	107.0@19.0	C
100	WS, Lot 3, Blk 3 @ -2' BSG	97	95	18.5	+2	107.0@19.0	C
101	WS, Lot 3, Blk 3 @ FSG	98	95	14.0	+2	117.8@15.6	C
102	WS, Lots 1 & 2, Blk 4 @ -2' BSG	96	95	18.8	+2	107.0@19.0	C
103	WS, Lots 1 & 2, Blk 4 @ FSG	96	95	19.5	+2	107.0@19.0	C
104	WS, Lots 1 & 2, Blk 3 @ -2' BSG	98	95	19.8	+2	107.0@19.0	C
105	WS, Lots 1 & 2, Blk 3 @ FSG	97	95	19.6	+2	107.0@19.0	C
106	Water main, Tianna Wy., sta 2+50 @ -2' BSG	98	95	19.1	+2	107.0@19.0	C
107	Water main, Tianna Wy., sta 2+50 @ FSG	97	95	19.3	+2	107.0@19.0	C
108	Water valves intersection of Tianna & Four Corners Dr @ -2' BSG	97	95	19.8	+2	107.0@19.0	C
109	Water valves intersection of Tianna & Four Corners Dr @ FSG	97	95	20.2	+2	107.0@19.0	C
110	WS, Lots 7 & 8, Blk 2 @ -2' BSG	98	95	18.6	+2	107.0@19.0	C
111	WS, Lots 7 & 8, Blk 2 @ FSG	97	95	18.7	+2	107.0@19.0	C

DISTRIBUTION: I-Client I-Vista Eng. I-Westwater Eng.	Page 2 of 6	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: Haven Construction				Report No: 7			
Project: Crista Lee Subdivision				Date of Test: 12-10-03			
Location:				Test By: RL, BK			
Rock correction applied to proctor, as needed.				GILD Job No: 90630-GJ			
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County: State:

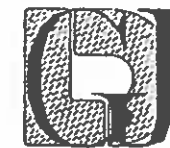
  

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
112	Water valve, Four Corners Dr., sta 4+00 @ -2' BSG	99	95	19.2	+2	107.0@19.0	C
113	Water valve, Four Corners Dr., sta 4+00 @ FSG	99	95	19.0	+2	107.0@19.0	C
114	Water main, Four Corners Dr., sta 0+50 @ -2' BSG	98	95	18.4	+2	107.0@19.0	C
115	Water main, Four Corners Dr., sta 0+50 @ FSG	97	95	20.3	+2	107.0@19.0	C
116	FH & valve, Four Corners Dr., sta 1+50 @ -2' BSG	97	95	18.8	+2	107.0@19.0	C
117	FH & valve, Four Corners Dr., sta 1+50 @ FSG	98	95	18.8	+2	107.0@19.0	C
118	Water main, Four Corners Dr., sta 2+50 @ -2' BSG	99	95	19.0	+2	107.0@19.0	C
119	Water main, Four Corners Dr., sta 2+50 @ FSG	99	95	18.5	+2	107.0@19.0	C
120	WS, Lot 3, Blk 4 @ -2' BSG	99	95	18.8	+2	107.0@19.0	C
121	WS, Lot 3, Blk 4 @ FSG	98	95	19.1	+2	107.0@19.0	C
122	WS, Lot 4, Blk 4 @ -2' BSG	98	95	19.3	+2	107.0@19.0	C
123	WS, Lot 4, Blk 4 @ FSG	99	95	19.0	+2	107.0@19.0	C
124	WS, Lots 5 & 6, Blk 2 @ -2' BSG	98	95	18.6	+2	107.0@19.0	C

DISTRIBUTION: Page 3 of 6 I-Client I-Vista Eng. I-Westwater Eng.	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:  <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. <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;">  <div style="text-align: center;"> <b>GRAND JUNCTION LINCOLN DeVORE</b> </div> <div style="text-align: right;">           Geotechnical Engineers-Geologists         </div> </div>
--	---	---

Client: Haven Construction	Report No. 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
125	WS, Lots 5 & 6, Blk 2 @ FSG	99	95	19.0	+2	107.0@19.0	C
126	Water main, Four Corners Dr., sta ??? @ -2' BSG	97	95	19.5	+2	107.0@19.0	C
127	Water main, Four Corners Dr., sta ??? @ FSG	99	95	19.1	+2	107.0@19.0	C
128	WS, Lot 3, Blk 2 @ -2' BSG	97	95	20.7	+2	107.0@19.0	C
129	WS, Lot 3, Blk 2 @ FSG	99	95	19.2	+2	107.0@19.0	C
130	WS, Lot 4, Blk 2 @ -2' BSG	99	95	18.4	+2	107.0@19.0	C
131	WS, Lot 4, Blk 2 @ FSG	98	95	18.7	+2	107.0@19.0	C
132	Water main, Jacob Wy., sta 2+50 @ -2' BSG	100	95	18.2	+2	107.0@19.0	C
133	Water main, Jacob Wy., sta 2+50 @ FSG	99	95	18.1	+2	107.0@19.0	C
134	WS, Lot 3, Blk 2 @ -2' BSG	99	95	18.6	+2	107.0@19.0	C
135	WS, Lot 3, Blk 2 @ FSG	99	95	18.9	+2	107.0@19.0	C
136	WS, Lot 2, Blk 2 @ -2' BSG	96	95	14.7	+2	117.8@15.6	C
137	WS, Lot 2, Blk 2 @ FSG	95	95	14.4	+2	117.8@15.6	C


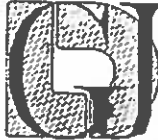
DISTRIBUTION: Page 4 of 6	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY: 
I-Client I-Vista Eng. I-Westwater Eng.		FILL DENSITY TEST DAILY REPORT



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: Haven Construction				Report No: 7			
Project: Crista Lee Subdivision				Date of Test: 12-10-03			
Location:				Test By: RL, BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
138	WS, Los 5 & 6, Blk 4 @ -2' BSG	99	95	19.1	+2	107.0@19.0	C
139	WS, Los 5 & 6, Blk 4 @ FSG	99	95	19.2	+2	107.0@19.0	C
140	Water main, Jacob Wy., sta 0+50 @ -2' BSG	99	95	18.7	+2	107.0@19.0	C
141	Water main, Jacob Wy., sta 0+50 @ FSG	98	95	18.7	+2	107.0@19.0	C
142	FH & valve, Jacob Wy., sta 0+30 @ -2' BSG	100	95	18.7	+2	107.0@19.0	C
143	FH & valve, Jacob Wy., sta 0+30 @ FSG	99	95	18.9	+2	107.0@19.0	C
144	Water valve intersection of Jacob Wy & Mia Dr @ -2' BSG	98	95	13.3	+2	123.3@13.9	C
145	Water valve intersection of Jacob Wy & Mia Dr @ FSG	99	95	13.8	+2	117.8@15.6	C
146	WS, Lot 1, Blk 1 @ -2' BSG	100	95	13.8	+2	117.8@15.6	C
147	WS, Lot 1, Blk 1 @ FSG	99	95	13.6	+2	117.8@15.6	C
148	WS, Lot 2, Blk 1 @ -2' BSG	98	95	14.4	+2	117.8@15.6	C
149	WS, Lot 2, Blk 1 @ FSG	99	95	14.2	+2	117.8@15.6	C
150	Water main, Mia Dr., sta 3+50 @ -2' BSG	95	95	14.2	+2	117.8@15.6	C

DISTRIBUTION: Page 5 of 6 I-Client I-Vista Eng. I-Westwater Eng.	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:  <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. <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;">  <div style="text-align: center;"> <b>GRAND JUNCTION LINCOLN DeVORE</b>            Geotechnical Engineers-Geologists         </div> </div>

Client: Haven Construction				Report No: 7			
Project: Crista Lee Subdivision				Date of Test: 12-10-03			
Location:				Test By: RL, BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
151	Water main, Mia Dr., sta 3+50 @ FSG		95		+2	117.8 @ 15.6	C
DISTRIBUTION:		Page 6 of 6		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.	
1-Client				** Fails Moisture Spec. NC = NonCohesive		BY: 	
1-Vista Eng.				S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT	
1-Westwater Eng.				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	

Client: Haven Construction				Report No: 8			
Project: Crista Lee Subdivision				Date of Test: 12-11-03			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90830-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
152	Sewer MH A1 @ -8' BSG	97	95	5.0	+2	138.9@6.9	C
153	Sewer MH A1 @ -6' BSG	98	95	5.1	+2	138.9@6.9	C
154	Sewer MH A1 @ -4' BSG	96	95	5.0	+2	138.9@6.9	C
155	Sewer MH A1 @ -2' BSG	99	95	5.2	+2	138.9@6.9	C
156	Sewer MH A1 @ FSG	95	95	5.5	+2	138.9@6.9	C
157	FH & valve, Crista Lee Wy., sta 0+50 @ -2' BSG	98	95	13.5	+2	118.6@15.2	C
158	FH & valve, Crista Lee Wy., sta 0+50 @ FSG	97	95	13.8	+2	118.6@15.2	C
159	Water main, Crista Lee Wy., sta 0+40 @ -2' BSG	97	95	13.5	+2	118.6@15.2	C
160	Water main, Crista Lee Wy., sta 0+40 @ FSG	99	95	13.5	+2	118.6@15.2	C
DISTRIBUTION:		KEY: * Fails Compaction Spec. C = Cohesive			GRAND JUNCTION LINCOLN DeVORE, INC.		
1-Client		** Fails Moisture Spec. NC = NonCohesive			BY: <i>RL</i>		
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base			FILL DENSITY TEST DAILY REPORT		
1-Westwater Eng.		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	


Client: Haven Construction				Report No: 9			
Project: Crista Lee Subdivision				Date of Test: 2-12-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
161	Utility x-ing, Crista Lee Wy., sta 2+20 @ FSG	97	95	19.0	+2	107.0@19.0	C
162	Utility x-ing, Mia Dr., sta 0+25 @ FSG	96	95	19.5	+2	107.0@19.0	C
163	Utility x-ing, Jacob Wy., sta 0+05 @ FSG	96	95	19.5	+2	107.0@19.0	C
164	Utility x-ing, Four Corneys, sta 6+35 @ FSG	96	95	18.6	+2	107.0@19.0	C
165	Utility x-ing, Four Corners Dr., W end @ FSG	96	95	19.8	+2	107.0@19.0	C
166	Utility x-ing, Tianna Wy., sta 2+75 @ FSG	96	95	18.3	+2	107.0@19.0	C

<b>DISTRIBUTION:</b> 1-Client 1-Vista Eng. 1-Westwater Eng.	<b>KEY:</b> * 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>
<b>NOTE:</b> 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: Haven Construction	Report No: 10
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
167	Irrigation Crossing, Crista Lee, sta 0+25, @ 1' BSG	100	95	15.9	+2	112.4@17.3	C
168	Irrigation Crossing, Crista Lee, sta 0+25, @ FSG	100	95	15.5	+2	112.4@17.3	C
169	Irrigation, Man Hole, Crista Lee, sta 0+25, @ FSG	96	95	16.0	+2	112.4@17.3	C

<b>DISTRIBUTION:</b>  1-Client 1-Vista Eng. 1-Westwater Eng.	<b>KEY:</b> * Fails Compaction Spec. ** Fails Moisture Spec. S Standard Proctor M Modified Proctor	C = Cohesive NC = NonCohesive ABC = Aggregate Base PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. <i>RL</i> BY:  <b>FILL DENSITY TEST DAILY REPORT</b>
--	---	--	--


<b>NOTE:</b> 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: Haven Construction				Report No: 11			
Project: Crista Lee Subdivision				Date of Test: 3-29-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
57A	RETEST	96	95	17.0	+2	112.4@17.3	C
56A	RETEST	96	95	17.3	+2	112.4@17.3	C
170	Sewer MH A2 @ -2' BSG	98	95	15.6	+2	115.3@16.5	C
171	Sewer MH A2 @ FSG	96	95	16.1	+2	115.3@16.5	C


<b>DISTRIBUTION:</b> 1-Client 1-Vista Eng. 1-Westwater Eng.	<b>KEY:</b> * 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:  <b>FILL DENSITY TEST DAILY REPORT</b>
<b>NOTE:</b> 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: Haven Construction			Report No: 12
Project: Crista Lee Subdivision			Date of Test: 4-15-04
Location:			Test By: RL
Rock correction applied to proctor, as needed.			GJLD Job No: 90630-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
172	Utility Crossing, Crista Lee Entrance, @ FSG	97	95	12.3	+2	123.3@13.9	C


DISTRIBUTION:  I-Client I-Vista Eng. I-Westwater Eng.	KEY: * Fails Compaction Spec. ** Fails Moisture Spec. S Standard Proctor M Modified Proctor	C = Cohesive NC = NonCohesive ABC = Aggregate Base PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. <i>RL</i> BY:  <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.

Client: Haven Construction	Report No: 13
Project: Crista Lee Subdivision	Date of Test: 5-4-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
173	Sewer, MH C-1, Grade Change, @ FSG	98	95	15.2	+2	115.1@16.5	C
174	Sewer, MH D-1, Grade Change, @ FSG	97	95	15.5	+2	115.1@16.5	C
175	Sewer, MH B-3, Grade Change, @ FSG	98	95	15.2	+2	115.1@16.5	C
176	Sewer, MH B-2, Grade Change, @ FSG	99	95	15.1	+2	115.1@16.5	C
177	Sewer, MH B-1 Grade Change, @ FSG	98	95	15.5	+2	115.1@16.5	C
178	Sewer, MH A-2, Grade Change, @ FSG	97	95	15.9	+2	115.1@16.5	C
179	Sewer, MH C-2, Grade Change, @ FSG	100	95	15.6	+2	115.1@16.5	C

DISTRIBUTION: I-Client I-Vista Eng. I-Westwater Eng.	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
--	---	--	--



## DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

**PROJECT:** Crista Lee Subdivis  
**DEVELOPER:** Alan C. Helmick  
**ESCROW AGENCY:** Grand Valley Natio

**Construction Costs:** \$289,902.78  
**20% City Security:** \$57,980.56  
**Total DIA Amount:** \$347,883.34

**DIA NOT RECORDED:**  
**DIA RECORDED:** X

Book - \_\_\_\_\_  
 Page - \_\_\_\_\_

DATE	BY	SANITARY	WATER	STREETS	GRADING & DRAINAGE	LANDSCAPE and IRRIG.	MISC.	TOTAL
<b>Original Construction Cost Estimates By Category</b>								
17-Nov-03		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Disbursements</b>								
17-Nov-03	lcl				\$15,333.00			\$15,333.00
5-Dec-03	lcl	\$43,864.00			\$5,652.68	\$30,723.00	\$3,100.00	\$83,339.68
1-Mar-04	lcl				\$4,336.00		\$666.70	\$5,002.70
10-Mar-04	lcl		\$16,740.50					\$16,740.50
14-Apr-04	lcl			\$19,376.68				\$19,376.68
19-May-04	lcl		\$29,205.50	\$46,592.72	\$3,858.32		\$579.68	\$80,236.22
27-May-04	lcl			\$31,100.71				\$31,100.71
21-Jun-04	lcl			\$17,728.39		\$3,917.00	\$6,193.74	\$27,839.13
20-Aug-04	lcl						\$10,934.16	\$10,934.16
<b>Total</b>								\$0.00
<b>Disbursed</b>		\$43,864.00	\$45,946.00	\$114,798.50	\$29,180.00	\$34,640.00	\$21,474.28	\$289,902.78
<b>Remaining Disbursable Balance</b>								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$289,902.78, including all previous payments, to the Developer for work completed on the Project.

Signature: *Laura C Lamberty*  
 Name: Laura C Lamberty

Date: 8-20-04  
 Title: Development Engineer

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 9

To: ALAN C. HELMICK (owner), for work at CRISTA LEE SUB (subdivision)

accomplished through the date of 8-6-04 by CC ENTERPRISES (subcontractor) as shown on

the attached itemized list.

CONTRACTOR'S Certification: CC ENTERPRISES (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of CC ENTERPRISES (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_\_\_ (subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for \_\_\_\_\_ Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 8-20, 2004

CITY OF GRAND JUNCTION

By: Jan C. Arlt

Title: Development Engineer

*ok to release in full*

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 8/20, 2004

Alan C. Helmick  
Company: Helmick

By & Title: Alan C. Helmick



CC ENTERPRISES -  
 TRAFFIC CONTROL SPECIALISTS, INC.  
 830 21½ ROAD  
 GRAND JCT., CO 81505  
 PH. (970) 242-0669

015278  
**Invoice**

Invoice Number:  
 15278  
 Invoice Date:  
 Jul 21, 2004  
 Page:  
 1

**Project Information**

CRISTA LEE LLC  
 721 MAIN STREET #4  
 DELTA, CO 81416

**Requested By** ALAN  
**PO #** CRISTA LEE SUBDIVISION  
**Project** PERMANENT SIGNS

Customer ID	CC Project ID	Payment Terms
CRISTA	SIGHEL401	Net Due Upon Receipt

Description	Unit	Qty	Unit Price	Extension
GRD JCT STREET SIGNS	EACH	12.00	80.00	960.00
STOP 30" HIGH INTENSE	EACH	4.00	94.50	378.00
DIP 30 X 30 080	EA	1.00	73.00	73.00
W13-1 SPEED LIMIT ADVISORY 15 18" 080	EACH	1.00	23.00	23.00
8' U2 POST	EACH	6.00	15.50	93.00
10' U-2 POST	EACH	7.00	30.00	210.00
12" CITY CAP 180 DEGREE	EACH	2.00	20.00	40.00
12" CITY CAP 90 DEGREE	EACH	4.00	20.00	80.00
12" CITY CAP CROSSPIECE	EACH	6.00	20.00	120.00
INSTALLATION LABOR	HR	5.00	50.00	250.00

\*Partial Billing\*

Rec 8-6-04

**NET AMOUNT DUE** 2227.00

Contractor agrees to pay CC Enterprises within seven (7) days after receipt of invoice. Interest will accrue at the rate of fifteen (15) percent per annum on payments not made in a timely manner. If it becomes necessary for CC Enterprises to incur collection costs for any amount due on this invoice, the contractor promises to pay additional collection costs including reasonable attorney fees and court costs.

874-3534

015378  
**Invoice**

Invoice Number:  
15378

Invoice Date:  
Aug 6, 2004

Page:  
1



**CC ENTERPRISES -  
TRAFFIC CONTROL SPECIALISTS, INC.**  
830 21½ ROAD  
GRAND JCT., CO 81505  
PH. (970) 242-0669

**Project Information**

CRISTA LEE LLC  
721 MAIN STREET #4  
DELTA, CO 81416

**Requested By** ALAN HELMICK  
**PO #** CRISTA LEE SUBD - SIGNS  
**Project** B 1/2 RD & 29 RD

CRISTA

SIGHEL401

Net Due Upon Receipt

Description	Unit	Qty	Unit Price	Extension
END OF ROAD MARKER	EACH	6.00	42.00	252.00
DIP 30 X 30 080	EA	1.00	73.00	73.00
ADVISORY SPEED 18"	EACH	1.00	23.00	23.00
12' U-CHANNEL POST #3	EACH	1.00	30.00	30.00
INSTALLATION LABOR	HR	3.00	50.00	150.00

**NET AMOUNT DUE**

**528.00**

Contractor agrees to pay CC Enterprises within seven (7) days after receipt of invoice. Interest will accrue at the rate of fifteen (15) percent per annum on payments not made in a timely manner. If it becomes necessary for CC Enterprises to incur collection costs for any amount due on this invoice, the contractor promises to pay additional collection costs including reasonable attorney fees and court costs.

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. 9

To: ALAN C. HELMICK (owner), for work at CRISTA LEE SUB (subdivision)

accomplished through the date of \_\_\_\_\_ by VALLEY WIDE FENCE (subcontractor) as shown on

- the attached itemized list.

CONTRACTOR'S Certification: VALLEY WIDE FENCE (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of VALLEY WIDE FENCE (subcontractor) incurred in connection with the Work covered by this Application For Payment Number \_\_\_\_\_ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated \_\_\_\_\_, 200\_\_ \_\_\_\_\_ (subcontractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Per paragraph 2(a) of the disbursement agreement for \_\_\_\_\_ Subdivision, the signatures below certify 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.

PROJECT ENGINEER / MANAGER RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated \_\_\_\_\_, 200\_\_ Name: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 8-20, 2004 CITY OF GRAND JUNCTION

By: Carrie C Lambert

Title: Development Engineer

*OK to pay up to \$8179.16 only*

OWNER'S ACCEPTANCE: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated 8/20, 2004 Company: Crista Lee

By & Title: Alan C. Helmick

3272 F Road  
Clifton, CO 81520



(970) 523-8150  
Fax: (970) 523-5272

CUSTOMER

CRISTA LEE SUBDIVISION  
ARMAND HUGHES  
DANBURY CT.  
PHONE 433-2056  
FAX 874-3534

ESTIMATE

DATE
8/4/2004

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
ALEXANDRIA	6' PRIVACY INSTALLED, TAN	1,000	18.50	18,500.00
REMOVAL OF OLD FENCI...	LABOR	600	2.00	1,200.00
GATE	4' WALK, TAN	1	220.00	220.00
	CLIFTON SALES TAX		4.90%	0.00
<b>TOTAL</b>				<b>\$19,920.00</b>

*Optional for 5' gate*

*Armand Hughes*

*w/o Gate → 19,700*

## DEED OF EASEMENT

**THIS DEED OF EASEMENT**, Made this \_\_\_\_ day of \_\_\_\_\_, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and THE CHRISTA LEE HOMEOWNERS ASSOCIATION, INC, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easements in, over, upon, through and under Grantor's parcel located in the N 1/2 of the sw 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

These non-exclusive easements are particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, and identified thereon as the Irrigation Easements.

The easements are granted for the installation, operation, maintenance, and repair of irrigation and drainage facilities and appurtenances thereto. All easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries shall utilize the same in a reasonable and prudent manner. The easements shall not be burdened nor overburdened by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereto subscribed the day and year first above written.

**DRAFT**

By: \_\_\_\_\_  
Alan C. Helmick

**QUIT CLAIM DEED**

**THIS DEED**, Made this \_\_\_\_\_ day of \_\_\_\_\_, 2003, between the Alan C. Helmick, 704 NuVue, Delta, CO 81416 (Grantor herein):

THE CHRISTA LEE HOMEOWNERS ASSOCIATION, INC, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

of the County of Mesa, State of Colorado.

**WITNESSETH**, That the ~~Grantor~~ for ONE DOLLAR and other good and adequate consideration, the receipt and sufficiency which is hereby acknowledged, has remised, released, sold, and **QUIT CLAIMED**, and by these presents does remise, release, sell, and **QUIT CLAIM** unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property together with improvements, if any, situate, lying and being in the County of Mesa and State of Colorado, as described as:

Tract A and Tract B,  
Crista Lee Subdivision,  
City of Grand Junction,  
County of Mesa,  
State of Colorado;

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successor and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be hereto subscribed the day and year first above written.



11-20-05

Book 3533 Page 242

Reception 2160784

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT**, Made this 14<sup>th</sup> day of November, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and

ORCHARD MESA IRRIGATION DISTRICT, 668 38 Road, Palisade, CO 81526 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easements in, over, upon, through and under Grantor's parcel located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

This non-exclusive easements are particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book 20 at Page 59, and identified thereon as the Orchard Mesa Irrigation District Easements.

The easements are granted for the installation, operation, maintenance, and repair of irrigation facilities and appurtenances thereto. All easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries shall utilize the same in a reasonable and prudent manner. The easements shall not be burdened nor overburdened by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

This Deed of Easement, its obligations, terms and conditions are intended to run with the land and be binding upon the heirs, successors and assigns of the parties. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

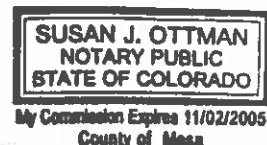
By:   
Alan C. Helmick


State of Colorado )  
                                  ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick

Witness my hand and official seal.

My commission expires 11/2/05



  
Notary Public

11-20-03  
Book 3533 Page 241  
Reception 2160783

DEED OF EASEMENT

THIS DEED OF EASEMENT, Made this 14<sup>th</sup> day of November, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and

DAVID A. DAUGHERTY and CONNI E. DAUGHERTY, 2931 B.5 Road, Grand Junction, CO 81503 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easement in, over, upon, through and under Grantor's parcel located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

This non-exclusive easement is particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book 20 at Page 59, and identified thereon as the 30' Ingress/Egress Easement for the benefit of David A. and Conni E. Daugherty.

The easement is granted for ingress and egress, over, on and across Tract B, Crista Lee Subdivision, and includes the right to maintain the easement and paving or other surface thereon.

This Deed of Easement, its obligations, terms and conditions are intended to run with the land and be binding upon the heirs, successors and assigns of the parties. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

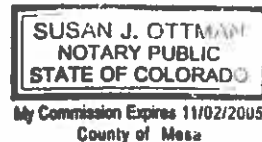
By: *Alan C. Helmick*  
Alan C. Helmick

State of Colorado )  
                                  ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick

Witness my hand and official seal.

My commission expires 11/2/05



*[Signature]*  
Notary Public

**QUIT CLAIM DEED**

**THIS DEED**, Made this 14<sup>th</sup> day of November, 2003, between the Alan C. Helmick, 704 NuVue, Delta, CO 81416 (Grantor herein) and the

CRISTA LEE HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

**WITNESSETH**, That the Grantor, for ONE DOLLAR and other good and adequate consideration, the receipt and sufficiency which is hereby acknowledged, has remised, released, sold, and **QUIT CLAIMED**, and by these presents does remise, release, sell, and **QUIT CLAIM** unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property together with improvements, if any, situate, lying and being in the County of Mesa and State of Colorado, as described as:

Tract A and Tract B,  
Crista Lee Subdivision,  
City of Grand Junction,  
County of Mesa,  
State of Colorado;

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successor and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

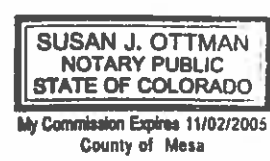
By: *Alan C. Helmick*  
Alan C. Helmick

State of Colorado )  
                                  ) ss.  
County of Mesa )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick.

Witness my hand and official seal.

My commission expires 11/2/05



*[Signature]*  
Notary Public

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT**, Made this 14<sup>th</sup> day of November, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and the

CRISTA LEE HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easements in, over, upon, through and under Grantor's parcel located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

These non-exclusive easements are particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book 20 at Page 59, and identified thereon as the Irrigation Easements.

The easements are granted for the installation, operation, maintenance, and repair of irrigation facilities and appurtenances thereto. All easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries shall utilize the same in a reasonable and prudent manner. The easements shall not be burdened nor overburdened by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

This Deed of Easement, its obligations, terms and conditions are intended to run with the land and be binding upon the heirs, successors and assigns of the parties. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

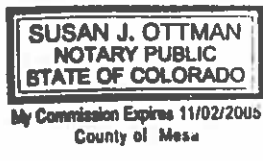
By:   
Alan C. Helmick


State of Colorado )  
  ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick

Witness my hand and official seal.

My commission expires 11/2/05



  
Notary Public

2160781 11/20/03 0402PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

DEED OF EASEMENT

THIS DEED OF EASEMENT, Made this 14<sup>th</sup> day of NOVEMBER, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and the

CRISTA LEE HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easements in, over, upon, through and under Grantor's parcel located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

These non-exclusive easements are particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book 20 at Page 59, and identified thereon as the Irrigation Easements.

The easements are granted for the installation, operation, maintenance, and repair of irrigation facilities and appurtenances thereto. All easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries shall utilize the same in a reasonable and prudent manner. The easements shall not be burdened nor overburdened by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

This Deed of Easement, its obligations, terms and conditions are intended to run with the land and be binding upon the heirs, successors and assigns of the parties. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

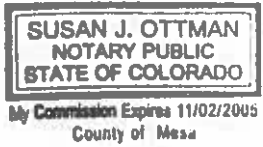
By: Alan C. Helmick  
Alan C. Helmick

State of Colorado )  
                                  ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick

Witness my hand and official seal.

My commission expires 11/2/05



Susan J. Ottman  
Notary Public

2160784 11/20/03 0402PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$EXEMPT

DEED OF EASEMENT

THIS DEED OF EASEMENT, Made this 14<sup>th</sup> day of November, 2003, between ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and

ORCHARD MESA IRRIGATION DISTRICT, 668 38 Road, Palisade, CO 81526 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easements in, over, upon, through and under Grantor's parcel located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

This non-exclusive easements are particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book 20 at Page 59, and identified thereon as the Orchard Mesa Irrigation District Easements.

The easements are granted for the installation, operation, maintenance, and repair of irrigation facilities and appurtenances thereto. All easements include the right of ingress and egress on, along, over, under, through and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries shall utilize the same in a reasonable and prudent manner. The easements shall not be burdened nor overburdened by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

This Deed of Easement, its obligations, terms and conditions are intended to run with the land and be binding upon the heirs, successors and assigns of the parties. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

By: *Alan C. Helmick*  
Alan C. Helmick

State of Colorado )  
                                  ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick

Witness my hand and official seal.

My commission expires 11/2/05



My Commission Expires 11/02/2005  
County of Mesa

*[Signature]*  
Notary Public

2160783 11/20/03 0402PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$NO-FEE EXEMPT

DEED OF EASEMENT

THIS DEED OF EASEMENT, Made this 14<sup>th</sup> day of November, 2003, between  
ALAN C. HELMICK, 704 NuVue, Delta, CO 81416 (Grantor herein) and

DAVID A. DAUGHERTY and CONNI E. DAUGHERTY, 2931 B.5 Road, Grand Junction, CO  
81503 (Grantee herein):

In exchange for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledge, Grantor hereby grants and conveys to Grantee, its successors and assigns forever, perpetual, non-exclusive easement in, over, upon, through and under Grantor's parcel located in the NE 1/4 of the SW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado.

This non-exclusive easement is particularly described in the plat of Crista Lee Subdivision, filed in the records of the Mesa County Clerk and Recorder's Office, in Plat Book 20 at Page 59, and identified thereon as the 30' Ingress/Egress Easement for the benefit of David A. and Conni E. Daugherty.

The easement is granted for ingress and egress, over, on and across Tract B, Crista Lee Subdivision, and includes the right to maintain the easement and paving or other surface thereon.

This Deed of Easement, its obligations, terms and conditions are intended to run with the land and be binding upon the heirs, successors and assigns of the parties. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

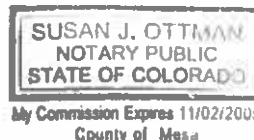
By: [Signature]  
Alan C. Helmick

State of Colorado )  
) ss.  
County of Mesa )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003,  
by Alan C. Helmick

Witness my hand and official seal.

My commission expires 11/2/05



[Signature]  
Notary Public



QUIT CLAIM DEED

2160782 11/20/03 0402PM  
JANICE WARD CLK&REG MESA COUNTY CO  
REG FEE \$5.00 SURCHG \$1.00  
DOCUMENTARY FEE \$NO FEE

THIS DEED, Made this 14<sup>th</sup> day of NOVEMBER, 2003, between the Alan C. Helmick, 704 NuVue, Delta, CO 81416 (Grantor herein) and the

CRISTA LEE HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation, 704 NuVue, Delta, CO 81416 (Grantee herein):

WITNESSETH, That the Grantor, for ONE DOLLAR and other good and adequate consideration, the receipt and sufficiency which is hereby acknowledged, has remised, released, sold, and QUIT CLAIMED, and by these presents does remise, release, sell, and QUIT CLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property together with improvements, if any, situate, lying and being in the County of Mesa and State of Colorado, as described as:

Tract A and Tract B,  
Crista Lee Subdivision,  
City of Grand Junction,  
County of Mesa,  
State of Colorado;

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successor and assigns forever. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused his name to be hereto subscribed the day and year first above written.

By: *Alan C. Helmick*  
Alan C. Helmick

State of Colorado )  
                                  ) ss.  
County of Mesa    )

The foregoing instrument was acknowledge before me this 14<sup>th</sup> day of November, 2003, by Alan C. Helmick.

Witness my hand and official seal.

My commission expires 11/2/05



My Commission Expires 11/02/2005  
County of Mesa

*[Signature]*  
Notary Public



**RECORDING MEMORANDUM  
Exhibit D**

City of Grand Junction  
Community Development Department Community Development  
File: # FP-2003-101

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 Alan C. Helmick (Developer) and the City of Grand Junction (City) pertaining to Crista Lee Subdivision (Project), located at 2993 B 1/2 Rd.

(Subject subdivision is more particularly depicted and described in the recording found at Plat Book 20, Pages 59.)

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-2003-101.

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: Alan C. Helmick 11/14/03  
Date

(Print Name) ALAN C. HELMICK

**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. 5<sup>th</sup> Street, Grand Junction Colorado.

Pat Carl 11/20/03  
Community Development Department Date

RECORDING MEMORANDUM

Exhibit D

2160779 11/20/03 0402PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REG FEE \$5.00 SURCHG \$1.00

City of Grand Junction  
Community Development Department Community Development  
File: # FP-2003-101

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 Alan C. Helmick (Developer) and the City of Grand Junction (City) pertaining to Crista Lee Subdivision (Project), located at 2993 B 1/2 Rd.

(Subject subdivision is more particularly depicted and described in the recording found at Plat Book 20, Pages 59.)

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-2003-101.

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: Alan C. Helmick 11/14/03  
Date

(Print Name) ALAN C. HELMICK

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. 5<sup>th</sup> Street, Grand Junction Colorado.

Pat Cecil 11/20/03  
Community Development Department Date

RELEASE OF IMPROVEMENTS AGREEMENT & GUARANTEE

Grand Junction Community Development Department

FILE # VAR-2001-059

BOOK 3533

PAGE 226

This memorandum relates to a certain recorded Improvements Agreement and Guarantee dated JUNE 7, 2002 (year) and recorded at Book 3093, Pages 1-14 of the land records of Mesa County, Colorado, by and between white willows developers of Grand Junction, CO (Developer) and the City of Grand Junction (City) pertaining to WHITE WILLOWS - FILING 1 (Project).

Legal Description:

2160777 11/20/03 0402PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$5.00 SURCHG \$1.00

Whereas, Developer has installed and constructed certain public and private improvements at and for the Project, which completion was guaranteed by the execution of an Improvements Agreement and Guarantee, and

Whereas, the City of Grand Junction and all other agencies possessing regulatory authority over the Project and/or the improvements have inspected the improvements and have accepted the same,

NOW THEREFORE, officials of the City of Grand Junction and other officials duly representing their agencies, possessing and representing by their signatures, affixed thereto, that they possess sufficient authority to accept improvements and release the portion of the guarantee pertaining to the improvements under their jurisdiction, do accept, sign and release said improvements agreement and guarantee.

CITY OF GRAND JUNCTION:

By: City Engineer [Signature] Date 11/10/03  
City Utilities Manager N/A Date \_\_\_\_\_  
Fire Marshall N/A Date \_\_\_\_\_

UTE WATER:

By: N/A Date \_\_\_\_\_

GRAND JUNCTION DRAINAGE:

By: N/A Date \_\_\_\_\_

OTHER:

By: \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 3093, Page 1-14 of the Mesa County land records, have been completed and accepted and in accordance with the provisions of the Grand Junction Zoning and Development Code are hereby released, subject to the required warranty period.

Director of Community Development [Signature] Date 11/18/03

The foregoing instrument was executed before me this 18<sup>th</sup> day of November, 2003 (year) by Pat Cecil, Director of Community Development for the City of Grand Junction, Colorado.

Witness my hand & official seal.

Notary Public Gayleen Henderson

My commission expires 10/29/2005



My Commission Expires 10/29/2005

RECORDING MEMORANDUM  
Exhibit D

City of Grand Junction  
Community Development Department Community Development  
File: # FP-2003-101

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 Alan C. Helmick (Developer) and the City of Grand Junction (City) pertaining to Crista Lee Subdivision (Project), located at 2993 B 1/2 Rd.

(Subject subdivision is more particularly depicted and described in the recording found at Plat Book 20, Pages 59.)

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-2003-101.

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:

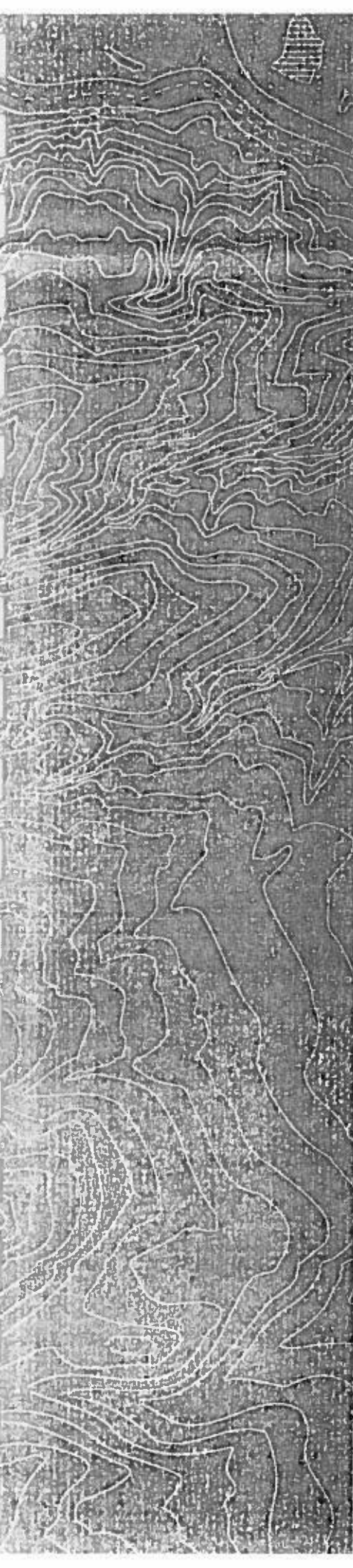
By: Alan C. Helmick 11/14/03  
Date

(Print Name) ALAN C. HELMICK

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. 5<sup>th</sup> Street, Grand Junction Colorado.

Pat Carl 11/20/03  
Community Development Department Date



**Environmental Transaction Screen  
2933 B½ Road  
Grand Junction, Colorado**

Walsh Project No. 5062-010  
July 16, 2002



---

Environmental Scientists and Engineers, Inc.

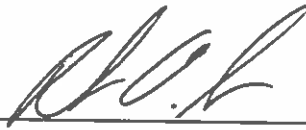
**ENVIRONMENTAL TRANSACTION SCREEN  
2933 B½ ROAD  
GRAND JUNCTION, COLORADO**

July 16, 2002

Submitted to:

Alan Helmick  
721 Main Street  
Delta, CO 81416

Prepared by:



---

Robert A. Stockton  
Environmental Scientist

Reviewed by:



---

Edward M. Baltzer, CPG 8861, CAI  
District Manager

**WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC**  
255 Main Street  
Grand Junction, Colorado 81501

WALSH Project No. 5062-010

[www.walshenv.com](http://www.walshenv.com)

## TABLE OF CONTENTS

1	INTRODUCTION .....	1
1.1	Purpose .....	1
1.2	Scope-of-Work .....	1
2	SITE DESCRIPTION.....	1
2.1	Site Location and Legal Description.....	1
2.2	Physical Setting .....	3
2.2.1	Regional and Site Geology .....	3
2.2.2	Soils .....	3
2.2.3	Hydrology.....	3
2.3	Current Land Use .....	3
3	ENVIRONMENTAL RECORDS REVIEW .....	3
3.1	Federal Records .....	4
3.1.1	CERCLA Sites and Superfund Sites (NPL).....	4
3.1.2	RCRA/Hazardous Waste Notifiers .....	5
3.1.3	Emergency Response Notification System (ERNS).....	5
3.1.4	Other Environmental Records.....	5
3.2	State Agency Records .....	5
3.2.1	Colorado Department of Public Health and Environment .....	5
3.2.2	Voluntary Cleanup Sites .....	6
3.2.3	Landfill/Solid Waste Activities .....	6
3.2.4	Leaking Underground and Aboveground Storage Tanks (UST/ASTs) .....	6
3.2.5	Registered Above and Underground Storage Tanks .....	6
3.2.6	Environmental Covenants .....	6
3.3	Local Agency Records .....	6
3.3.1	Mesa County Health Department.....	6
3.3.2	Ownership Report.....	6
3.3.3	Grand Junction Fire Prevention Bureau .....	7
3.4	Historical Use Information .....	7
3.4.1	Aerial Photograph Review.....	7
3.4.2	City Directory Review .....	7
3.4.3	Sanborn Insurance Maps.....	8
4	VISUAL SITE INSPECTION.....	8
4.1	Interview.....	8
4.2	Site Inspection .....	8
4.3	Adjacent Properties .....	8
5	TRANSACTION SCREEN QUESTIONNAIRE.....	8
6	CONCLUSIONS .....	9
7	RECOMENDATIONS.....	9
8	QUALIFICATIONS AND LIMITATIONS .....	10
9	REFERENCES.....	11

**LIST OF FIGURES**

<b>FIGURE 1</b>	<b>VICINITY MAP.....</b>	<b>2</b>
-----------------	--------------------------	----------

**LIST OF TABLES**

<b>TABLE 1</b>	<b>LIST OF AGENCY SOURCE INFORMATION.....</b>	<b>4</b>
----------------	---	----------

**APPENDIXES**

<b>APPENDIX A</b>	<b>AGENCY/PERSONNEL CONTACTS</b>
<b>APPENDIX B</b>	<b>AGENCY CORRESPONDENCES</b>
<b>APPENDIX C</b>	<b>TRANSACTION SCREEN QUESTIONNAIRE</b>
<b>APPENDIX D</b>	<b>QUALIFICATIONS OF REPORT PREPARERS</b>



## EXECUTIVE SUMMARY

The subject property is located at 2933 B½ Road, Grand Junction, Mesa County, Colorado (the Site). The Site is situated in the northeast quarter of the southwest quarter Section 29 Township 1 South, Range 1 East of the Ute Principal Meridian and occupies six acres of land. The Site is currently used for agriculture.

Walsh Environmental Scientists and Engineers, LLC has performed an environmental transaction screen of the Site in conformance with the scope and limitations of ASTM Practice E-1527-00. This assessment has revealed that no uranium mill tailings survey was performed at the Site. A summary of the key findings is presented here:

- Review of available federal records indicate that there are five air permits issued within one mile of the Site. These permitted facilities are not considered likely to impact the Site.
- Review of CDPHE records reveal no mill tailings survey was performed at the Site, and no documented landfills are within one-half mile of the Site. No Voluntary Clean Up and Redevelopment Act sites are located within one mile of the Site. No properties with environmental covenants are located within one-quarter mile of the Site.
- No documented registered or leaking underground storage tanks within ½ mile of the Site were located in Division of Oil and Public Safety records.
- Historical records and documents indicated that the Site has been used for agriculture since at least 1937.
- A site inspection revealed the Site consists of vacant agricultural land.
- An interview with a former owner indicate that the Site has been used for agriculture for at least ten years, and for at least more than thirty years as reported to the interviewee by the previous owner.
- An environmental transaction screen questionnaire was completed by Mr. Alan Helmick, which identified no environmental concerns with the property.

WALSH recommends having the Colorado Department of Public Health and Environment perform a radiation survey of the Site prior to development.

---

**ENVIRONMENTAL TRANSACTION SCREEN  
2933 B½ ROAD  
GRAND JUNCTION, COLORADO**

## **1 INTRODUCTION**

This report presents the findings of an Environmental Transaction Screen (ETS) for 2933 B½ Road, Grand Junction, Mesa County, Colorado (the Site).

### **1.1 Purpose**

This ETS was conducted by Walsh Environmental Scientists and Engineers, LLC (WALSH) at the request of Mr. Alan Helmick of Delta, Colorado. The objective of this ETS is to provide information regarding the environmental condition of the Site prior to proposed development.

### **1.2 Scope-of-Work**

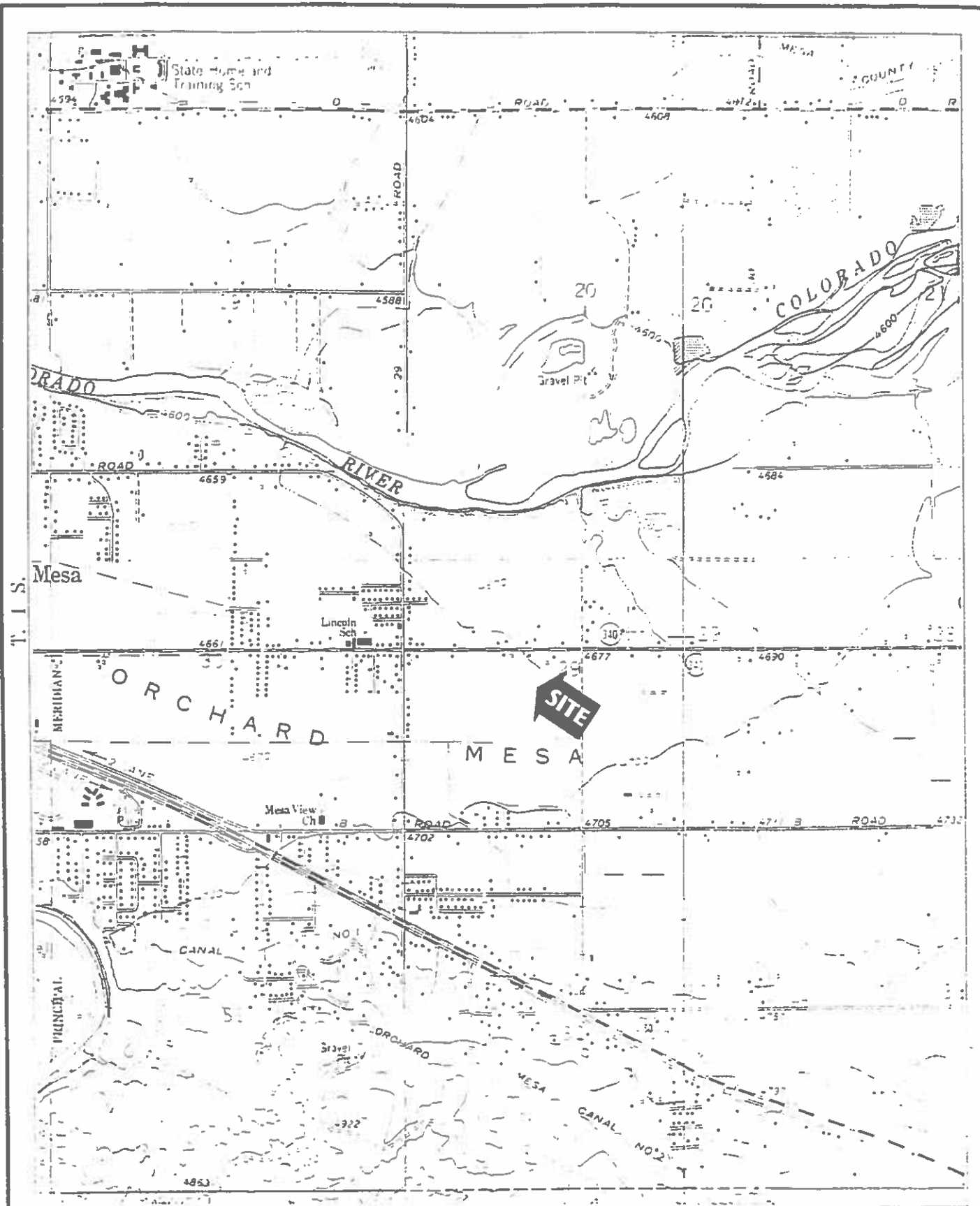
This ETS consisted of a review of available city, county, state, and federal documents; examination of historical aerial photographs, Sanborn fire insurance maps, and city directories; interviews; and a visual inspection of the Site. No sampling of suspect soils, waters, or building materials is normally included in an ETS.

The procedures used in conducting this ETS meet or exceed the American Society of Testing and Materials (ASTM) standard E-1528-96 for performing ETSs as adopted on March 15, 1993 and modified in 1996 (ASTM, 1996).

## **2 SITE DESCRIPTION**

### **2.1 Site Location and Legal Description**

The Site is located approximately three miles southeast of Grand Junction, unincorporated Mesa County, Colorado on Orchard Mesa (Figure 1). The Site is irregularly shaped and situated on six acres in the northeast quarter of the southwest quarter, Section 29, Township 1 South, Range 1 East of the Ute Principal Meridian. The parcel number for the Site is 2943-293-00-141. A copy of the legal description is located in Appendix B.



**MAP SOURCE**

USGS Grand Junction, CO Quadrangle  
 Date: 1962, Photorevised in 1973  
 USGS 7.5 minute series, topographic maps  
 Map Scale: 1" = 2000'

USGS Clifton, CO Quadrangle  
 Date: 1962, Photorevised in 1973  
 USGS 7.5 minute series, topographic maps  
 Map Scale: 1" = 2000'

R. I. E.

**Walsh**

Environmental Scientists and Engineers, LLC

Vicinity Map

2933 B 1/2 Road

Grand Junction, Colorado

Job 5062-010

Date 7/02

Figure 1

## 2.2 Physical Setting

### 2.2.1 Regional and Site Geology

The Site is located within the Grand Valley geomorphic province. The Grand Valley is located north of the Uncompahgre Plateau and south of the Piceance Basin (Tweto, 1979). The Uncompahgre Plateau is an uplift of primarily Mesozoic sedimentary bedrock forming an anticline that plunges northward into the Grand Valley. The Piceance Basin is composed of relatively flat-lying Tertiary Uintah, Green River, and Wasatch Formations. These formations contain sandstones, siltstones, and shales including oil-bearing shales. Bedrock within the Grand Valley is predominantly the Cretaceous Mancos Shale, a dark-gray to black soft shale with intermittent thin sandstone beds. The upper portion of the Mancos shale grades into the cliff-forming Cretaceous Mount Garfield Formation and Sego Sandstone which grade into the Cretaceous Hunter Canyon Formation north of the Grand Valley (Cashion, 1973). The Mancos Shale overlies the Burro Canyon formation, composed of sandstone and conglomerate.

### 2.2.2 Soils

Soil at the site is listed as Hinman clay loam, 0-5% slopes. These soils are deep and slow draining, with medium to slow surface runoff, occasional occurrence of high water table, moderate to slight water-holding capacity, and low to moderate erosion hazard (U.S. SCS, 1939).

### 2.2.3 Hydrology

Surface water flow in the area of the Site is directed into storm drainages which flow into the Gunnison River approximately three miles west of the Site. The Gunnison River flows into the Colorado River approximately three and one-half miles northwest of the Site. The Colorado River is located one-half mile north of the Site. Both of these rivers are perennial drainages which ultimately flow into the Pacific Ocean.

Groundwater in the vicinity, if present, is likely to flow perpendicularly to surface contours, or towards the northwest. The presence of irrigation ditches near the Site may alter the seasonal groundwater flow direction and rate. The actual groundwater flow at the Site has not been determined in the study area, and is likely to vary depending on the season and other factors.

## 2.3 Current Land Use

The Site is currently used as agricultural land located in unincorporated Mesa County.

## 3 ENVIRONMENTAL RECORDS REVIEW

A search of several pertinent environmental agency records was conducted. The search focused on records pertaining to property within one mile of the Site. Table 1 lists the agency records searched. A map showing the locations of selected environmental permit holders is included in Appendix B. A summary of key findings is presented below.

**TABLE 1 LIST OF AGENCY SOURCES**

Source Category	Specific Source	Search Distance	Updated Source	by
National Priority List	CERCLIS Site Event List	1 mile	7/02	
CERCLIS	CERCLIS Site Event List	1 mile	7/02	
VCRA	CDPHE list of private cleanup sites	1 mile	7/02	
RCRIS Generators	Facility List	¼ mile	7/02	
RCRA Corrective Action	Corrective Action List	1 mile	7/02	
RCRA TSDs	TSD Notifiers List	1 mile	7/02	
Underground Storage Tank (USTs) Leaks	CDPHE Old List (leaks listed through 9/30/90)	½ mile	10/90	
	OPS Updated List	½ mile	7/02	
	OPS Open & Closed Leaking USTs	½ mile	7/02	
	OPS Trust Fund List	½ mile	7/02	
Registered USTs	OPS State UST List	¼ mile	7/02	
Landfills	CDPHE Current Landfills Database	½ mile	7/02	
	CDPHE Historic Landfills	½ mile	7/02	
Environmental Covenants	CDPHE List	¼ mile	7/02	
ERNS Spills	Federal ERNS List	Site only	7/02	

Notes: CERCLIS = Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Information System

VCRA = Voluntary Clean Up and Redevelopment Act

CDPHE = Colorado Department of Public Health and Environment

RCRIS = Resource Conservation and Recovery Act (RCRA) Inventory System

ERNS = Emergency Response Notification System

TSD = Treatment, storage, and disposal

OPS = Colorado Oil and Public Safety Division

### 3.1 Federal Records

#### 3.1.1 CERCLA Sites and Superfund Sites (NPL)

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) provides a system for prioritizing existing areas of known contamination for remediation. The U.S. Environmental Protection Agency (EPA) ranks the CERCLA Information System (CERCLIS) sites according to risk based on the Hazard Ranking Score. Higher risk sites are placed on the National Priority List (NPL) and these sites are then considered Superfund sites.

A review of CERCLIS, dated July 2002, indicates that no CERCLA sites are located within one mile of the Site.

### **3.1.2 RCRA/Hazardous Waste Notifiers**

The Resource Conservation and Recovery Act (RCRA) Notifiers List is an inventory of transporters; burner/blenders; and large, small, and very small quantity generators of hazardous wastes. Large quantity generators (LQGs) generate more than 1,000 kilograms (2,205 pounds) of hazardous waste per month. Small quantity generators (SQGs) generate between 100 and 1,000 kilograms (2,205 pounds) per month; and conditionally exempt small quantity generators (CESQGs) generate less than 100 kilograms (220 pounds) per month. There were no RCRA facilities located within the search distance from the Site.

### **3.1.3 Emergency Response Notification System (ERNS)**

Spill reports received by the EPA regarding hazardous substance incidents are maintained in an on-line database called ERNS. When a reportable quantity of a hazardous substance is released, the National Response Center must be notified within 24 hours and these reports are also included in ERNS. No spills were located in the database for the Site or adjacent properties. Some of the ERNS sites are non-locatable due to insufficient data provided to the EPA.

### **3.1.4 Other Environmental Records**

Other EPA sources that were reviewed for this report include the National Pollution Discharge Elimination System (NPDES), air pollution emission permit holders (AIRS/AFS program), and the Toxic Release Inventory (TRI), a list of entities that emit more than threshold levels of certain toxic chemicals into the air.

There are no NPDES or TRI facilities listed within one mile of the Site. Five air permits have been issued for facilities within one mile of the Site. None of these emissions are likely to have impacted the subject property because of the distance and location of these facilities. A map showing these EPA sources is included in Appendix B.

## **3.2 State Agency Records**

### **3.2.1 Colorado Department of Public Health and Environment**

Uranium mill tailings were produced in Grand Junction from the 1950's until the 1970's. These tailings were given away for use as fill material during that time. The Uranium Mill Tailings Remedial Act (UMTRA) mandated that the U.S. Department of Energy (DOE) remediate these tailings. The Colorado Department of Public Health and Environment (CDPHE), Hazardous Materials and Waste Management Division, who maintains the records for UMTRA and the Grand Junction Remedial Action Program (GJRAP), was contacted for a radiation report of the Site. The report reveals that the Site was not inspected under either UMTRA or GJRAP. The personnel at the CDPHE stated that they do not survey vacant land until the land is developed. They recommend contacting their office to have a radiation survey performed prior to development. A copy of the mill tailings report is included in Appendix B.

### **3.2.2 Voluntary Cleanup Sites**

The State of Colorado has a voluntary cleanup program whereby property owners can clean up unregulated sites with environmental contamination to standards that are agreed upon by the State CDPHE. A review of the VCUP list of sites in Mesa County revealed no sites within one mile of the Site.

### **3.2.3 Landfill/Solid Waste Activities**

CDPHE records were searched for active and closed landfill locations within Mesa County and less than one mile from the Site. Of the 39 facilities listed in Mesa County, none are listed as being within one mile of the Site.

### **3.2.4 Leaking Underground and Aboveground Storage Tanks (UST/ASTs)**

Lists compiled by the State of Colorado Oil and Public Safety Division (OPS) were searched for leaking underground storage tanks located within one-half mile of the Site. Open sites are undergoing active remediation, while closed sites have reportedly been cleaned up. Sites are not removed from either list even if remediation has occurred and the site is no longer considered contaminated. There are no records of leaking USTs reported within approximately one-half mile of the Site.

### **3.2.5 Registered Above and Underground Storage Tanks**

Registered AST/UST information was obtained from the Colorado Division of Oil and Public Safety inventory for the State of Colorado. No USTs have been registered within approximately one-quarter mile of the Site.

### **3.2.6 Environmental Covenants**

Landowners and the CDPHE have been given the authority to impose environmental covenants that impose limitations to access or use of a property due to ongoing contamination and/or remediation projects. No listings of properties that have environmental covenants are shown as being located within one-quarter mile of the Site.

## **3.3 Local Agency Records**

### **3.3.1 Mesa County Health Department**

The Mesa County Health Department was contacted to determine if they had any records of hazardous materials releases, USTs, landfills, or other environmental concerns with the property. They reported that local hazardous waste records, spills, and related information are maintained by the fire department.

### **3.3.2 Ownership Report**

Alan C. Helmick of Delta, Colorado is shown as the current owner of the Site by the Mesa County Assessor's office. Real property information from the Mesa County Tax Assessor is located in Appendix B.

### 3.3.3 Grand Junction Fire Prevention Bureau

WALSH contacted Hazardous Materials Coordinator Drew Reekie by letter to determine if hazardous materials, incidents, spills, or fires had occurred on or near the Site (letter dated July 2, 2002). At the time of this report Mr. Reekie had not responded to the letter. If further information is revealed at a later time, it will be made available to the client. A copy of the request is located in Appendix B.

## 3.4 Historical Use Information

Several sources of historical information were consulted to develop a history of previous uses or occupancies of the Site and vicinity to identify potential recognized environmental conditions associated with such uses or occupancies.

WALSH consulted Sanborn fire insurance maps, local zoning codes, city street directories, and aerial photographs to develop a use history for this property. Although none of these sources alone provided coverage from earliest usage through the present, the combined sources provide an unbroken synopsis for about seventy years.

### 3.4.1 Aerial Photograph Review

Available historical aerial photographs were reviewed from 1937 to 2001.

The 1937 aerial photograph shows the Site as vacant agricultural land. Residences are located near the Site along B½ Road. The primary use of surrounding lands appears to be agricultural.

The 1959 photograph shows the area one-half mile west of the Site along B½ Road as slightly more developed. No other significant findings were noted since the 1937 aerial photo.

The 1977 photograph shows development south, and west of the Site. The Site continues to be agricultural land unoccupied by any structures. The area surrounding the Site is predominantly used for agriculture.

The 2001 aerial photo shows the Site as unchanged since 1977 except for feral trees growing along the ditches and the irrigation easement has been covered. There has been considerable development surrounding the Site including a golf course east and south of the Site.

No other significant findings were made during the aerial photograph review.

### 3.4.2 City Directory Review

Available city directories from 1910 to 2001 were reviewed five to ten-year intervals for the subject and surrounding properties. No references to the Site were found in any years searched.

No industrial or commercial properties were found within approximately ¼ mile of the Site in any of the years searched.



### 3.4.3 Sanborn Insurance Maps

Sanborn Insurance map coverage is not available for the Site.

## 4 VISUAL SITE INSPECTION

WALSH inspected the Site and surrounding properties and interviewed personnel familiar with the Site on July 11, 2002. The inspection included visual observations of the Site and surrounding land.

### 4.1 Interview

Mr. Jack Cossins, a former owner of the Site, was interviewed Smith on July 11, 2002. Mr. Cossins stated that he owned the Site approximately ten years ago and that it has only been used for agriculture to the best of his knowledge. Mr. Cossins knows of no spills, releases, septic tank, or AST/USTs located at the Site.

### 4.2 Site Inspection

The Site was inspected on July 11, 2002. The Site was accessed between 2831 and 2835 B½ Road. The Site was unoccupied during the inspection. The Site consisted of vacant agricultural land. A buried irrigation pipe (Orchard Mesa Irrigation) is located on the northeast and east boundaries and several irrigation and waste ditches were located within the Site. Water was flowing in one of the on-Site ditches at the time of inspection. There was an abandoned boat, several tree stumps, and fencing materials located on the north section of the Site.

No evidence of underground storage tanks, spills, stored chemicals, transformers, or obvious archeological artifacts were observed during the Site inspection on any of the parcels.

### 4.3 Adjacent Properties

The Site is bound on the north by B½ Road, on the south by the Loma Linda subdivision, and on the east and west by small acreage agricultural lands and residences. No commercial or industrial facilities were noted at adjacent properties.

## 5 TRANSACTION SCREEN QUESTIONNAIRE

Mr. Alan Helmick, the Site owner, completed a detailed site questionnaire. No environmental concerns were identified as a result of the questionnaire. This questionnaire is attached in Appendix C. The owner stated that he has no knowledge of any environmental liens or governmental notifications relating to past or current violations of environmental laws with respect to the property.

## 6 CONCLUSIONS

WALSH's conclusions for this environmental transaction screen are based on information obtained from available public records, discussions with selected personnel and government agencies, and site conditions determined by a visual inspection. Environmental legislation passed in the 1970s and 1980s initiated the current practice of maintaining environmental records and facility inspection reports. Prior to the 1970s, activities may have adversely impacted the subject area without being documented.

- Review of available federal records indicate that there are five air permits issued within one mile of the Site. These permitted facilities are not considered likely to impact the Site.
- Review of CDPHE records reveal no mill tailings survey was performed at the Site, and no documented landfills are within one-half mile of the Site. No Voluntary Clean Up and Redevelopment Act sites are located within one mile of the Site. No properties with environmental covenants are located within one-quarter mile of the Site.
- No documented registered or leaking underground storage tanks within ½ mile of the Site were located in Division of Oil and Public Safety records.
- Historical records and documents indicated that the Site has been used for agriculture since at least 1937.
- A site inspection revealed the Site consists of vacant agricultural land.
- An interview with a former owner indicate that the Site has been used for agriculture for at least ten years, and for at least more than thirty years as reported to the interviewee by the previous owner.
- An environmental transaction screen questionnaire was completed by Mr. Alan Helmick which identified no environmental concerns with the property.

## 7 RECOMENDATIONS

The Site was not included in the Uranium Mill Tailings Remedial Action Program. Based on the facts gathered during this environmental transaction screen, WALSH recommends having the Colorado Department of Public Health and Environment perform a radiation survey of the Site prior to development.

## 8 QUALIFICATIONS AND LIMITATIONS

WALSH conducted this environmental transaction screen in a manner that is consistent with current professional practices. The sources of information include documents, oral statements, and other information from parties outside of WALSH's control. The accuracy of the information cannot be guaranteed by WALSH.

This assessment was limited and it did not include:

Collection, testing, or chemical analysis of any samples of soil, ground water, surface water, wastewater, building materials, or other material which was or could have been observed on-site;

Interviews, except as specifically noted in this report, with past owners, tenants, employees, or neighboring landowners regarding past site use, waste generation, and disposal practices (including disposal at remote sites), or manufacturing processes which may have contributed to environmental contamination at the property.

Evaluation of the potential risks associated with identified concerns from record searches that could not be located in relation to the Site, or records, which were not available for review.

If additional information concerning site environmental conditions becomes available, the conclusions and recommendations presented in this report will not be considered valid unless this information is reviewed and the conclusions and recommendations of this report are modified and approved in writing by WALSH. It is possible that additional reports or investigations could alter the conclusions of this assessment.

## 9 REFERENCES

- Assessor, Mesa County Tax Assessment records and parcel map.
- American Society for Testing and Materials (ASTM). 1996. *Standard Practice for Environmental Transaction Screens: Environmental Site Assessment Process*. Designation: E-1528-96.
- Cashion, W. B. 1973. Geologic and Structure Map of the Grand Junction Quadrangle, Colorado and Utah. U.S. Geological Survey Map I-736.
- Lohman, S.W. 1963. *Geologic Map of the Grand Junction Area, Colorado*. Miscellaneous Investigations Map I-404, U.S. Geological Survey.
- Tweto, Ogden. 1979. Geologic Map of Colorado.
- U.S. Department of Energy 1999. *Ground Water Study at Two UMTRA Project Vicinity Properties in Grand Junction, Colorado*.
- U.S. Soil Conservation Service. 1939. *Soil Survey of the Grand Valley, Mesa County, Colorado*.
- Whitney, J. W. 1981. *Surficial Geologic Map of the Grand Junction 1 X 2 Quadrangle, Colorado and Utah*. U.S. Geological Survey Map I-1289.

**APPENDIX A**  
**AGENCY/PERSONAL CONTACT LIST**

## APPENDIX A

## AGENCY/PERSONAL CONTACT LIST

The following agencies and people have been contacted for Environmental Transaction Screen conducted for 2933 B½ Road, Grand Junction, Colorado.

Colorado Dept. of Labor and Employment  
Oil Inspection Section  
Tower 3, Suite 610  
1515 Arapahoe Street  
Denver, CO 80202  
(303) 318-8500  
www.oil.cdle.state.co.us

Colorado Department of Public Health and  
Environment (CDPH&E)  
Denver, Colorado  
(303) 331-4802

Colorado Department of Public Health and  
Environment (CDPH&E)  
Radiation and Hazardous Waste Division  
Ms. Anna Etchart  
222 S. 6th Street  
Grand Junction, Colorado 81501  
(970) 248-7164

Mesa County Assessor's office  
Box 20000  
Grand Junction, Colorado 81502  
(970) 244-1610

Mesa County Surveyor's office  
Box 20000  
Grand Junction, Colorado 81502  
(970) 244-1796

Mesa County Health Department  
515 Patterson  
Grand Junction  
(970) 248-6960

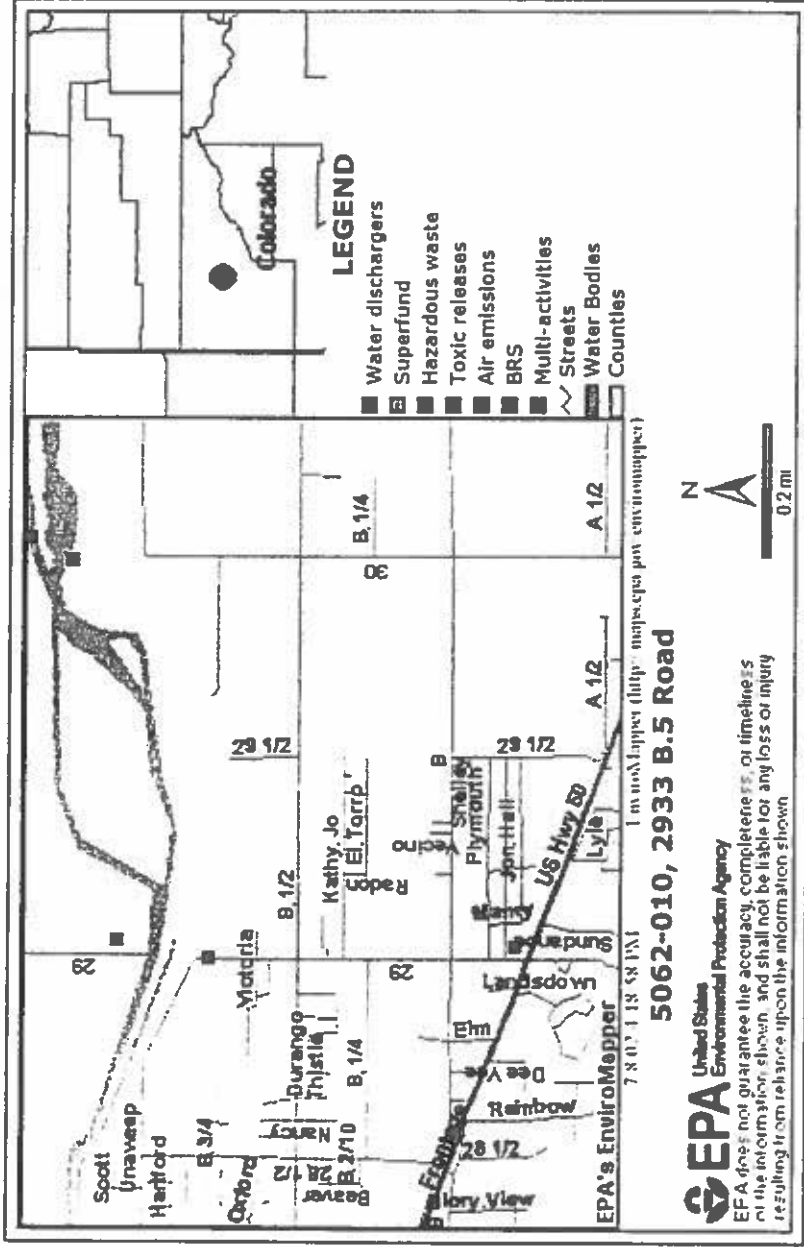
Mesa County Public Library  
Main Branch  
530 Grand Avenue  
Grand Junction, Colorado  
(970) 243-4442

Mesa State College Tomlinson Library  
1200 College Place  
Grand Junction, Colorado  
(970) 248-1244

Mr. Drew Reekie  
Fire Prevention Officer  
Grand Junction Fire District  
330 South 6<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 244-1400

Mr. Jack Cossins  
2847 Hartford Avenue  
Grand Junction, CO 81503  
(970) 241-5883

**APPENDIX B**  
**AGENCY CORRESPONDENCE**





w/k

**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: 7/2/02

**Mill Tailings Report for**

**Address: 02933**

**B 1/2 RD**

**Location No.: 99999**

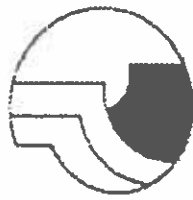
2943-293-00-141

Orchard Mesa, Mesa County, Colorado

**Requested By: STOCKTON BOB**

**WALSH ENVIRONMENTAL**

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.



# Mesa County

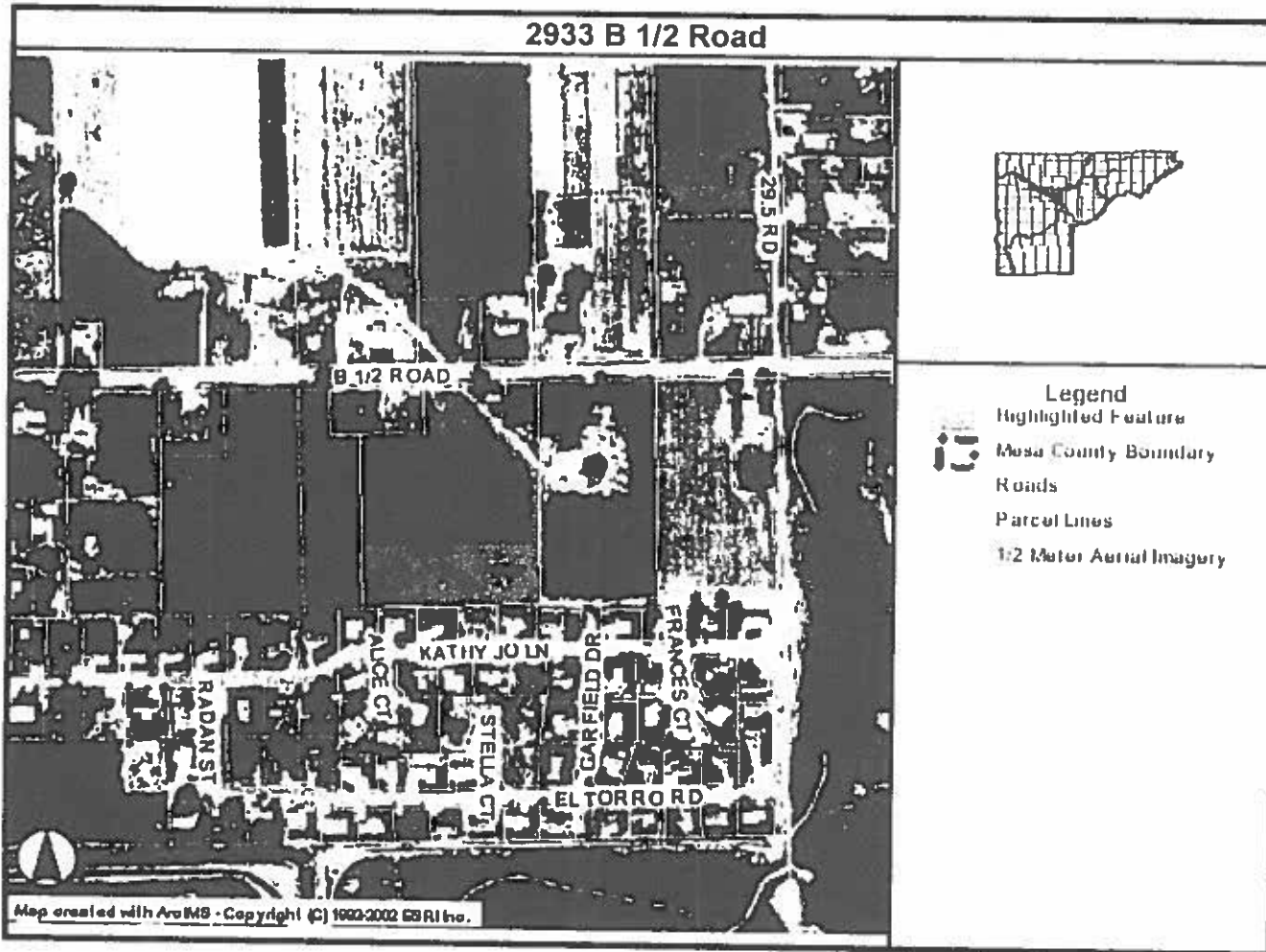
## Property Search Results *(Continued)*

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

<b>Owner's Name:</b>	HELMICK, ALAN C
<b>Mailing Address:</b>	704 NUVUE DELTA, CO 81416
<b>Parcel Identifier:</b>	2943-293-00-141
<b>Associated Par:</b>	
<b>Legal Description:</b>	BEG E 87FT & S 0DEG00'12SEC W 165FT & E 79.87FT FR CW 1/16 COR SEC 29 1S 1E E181.58FT N 0DEG00'12SEC E 125FT E 113.80FT TO A PT ON NELY BNK MESA MUTUAL CNLS 43DEG15'05SEC E 288.32FT ALG SD BNK S 0DEG01'21SEC W 408.16FT TO PT ON N LILOMA LINDA SUB FIRST ADD S 89DEG57'02SEC W 492.81FT N 0DEG00'12SEC E 493.59FT TO POB
<b>Property Address:</b>	
<b>NeighborHood:</b>	AREA 18
<b>Land Unit 1:</b>	
<b>Schedule Type:</b>	IRRIGATED LAND
<b>Units:</b>	6.0
<b>Unit Type:</b>	Acres
	<b>Building Characteristics</b> (Including Drawings and Information)

---

## Tax Information



<p>Select one and then click on an area of the map</p> <p> Zoom In  Zoom Out  Pan  Identify Parcel  Refresh</p>	
	<p><b>Incorporated Areas</b> Select Items to Draw:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Roads</li><li><input checked="" type="checkbox"/> Road Names</li><li><input type="checkbox"/> BLM Lands</li><li><input type="checkbox"/> State Lands</li><li><input checked="" type="checkbox"/> Parcel Lines</li><li><input checked="" type="checkbox"/> Township</li><li><input checked="" type="checkbox"/> Sections</li></ul> <p><input type="button" value="Draw"/> <input type="button" value="Instructions"/></p>
<p><b>Parcel Number:</b> 2943-293-00-141 <b>Address:</b> <input type="button" value="View Image of Selected Parcel"/></p>	<p><b>New Search</b> Enter a Parcel Number to view detailed information <input type="text" value="2943-293-00-141"/> <input type="button" value="View"/></p>



Environmental Scientists and Engineers, Inc.

July 2, 2002

Mr. Drew Reekie  
Environmental Specialist  
City of Grand Junction Fire Department  
330 S. 6th Street  
Grand Junction, Colorado 81501

Re: Environmental Site Assessment  
2933 B 1/2 Road  
Grand Junction, CO 81503  
WALSH Project Number 5063-010

Dear Mr. Reekie:

Walsh Environmental Scientists and Engineers, LLC (WALSH) is conducting an Environmental Transaction Screen for Alan Helmick of Delta, Colorado. The legal description of the subject property is included in parcel numbers 2943-29-00-141. The site consists of 6 acres of agricultural land on Orchard Mesa. The current owner of this property is Brenda K. Trout. I would appreciate it if you would research your records for any indications of hazardous materials, incidents/spills, or fires at this or adjacent properties.

Thanks for your assistance in this matter. If you have any questions, please don't hesitate to contact me at (970) 241-4636.

Sincerely,

Robert A. Stockton  
Environmental Scientist

Copy to: file

Western Slope Division:

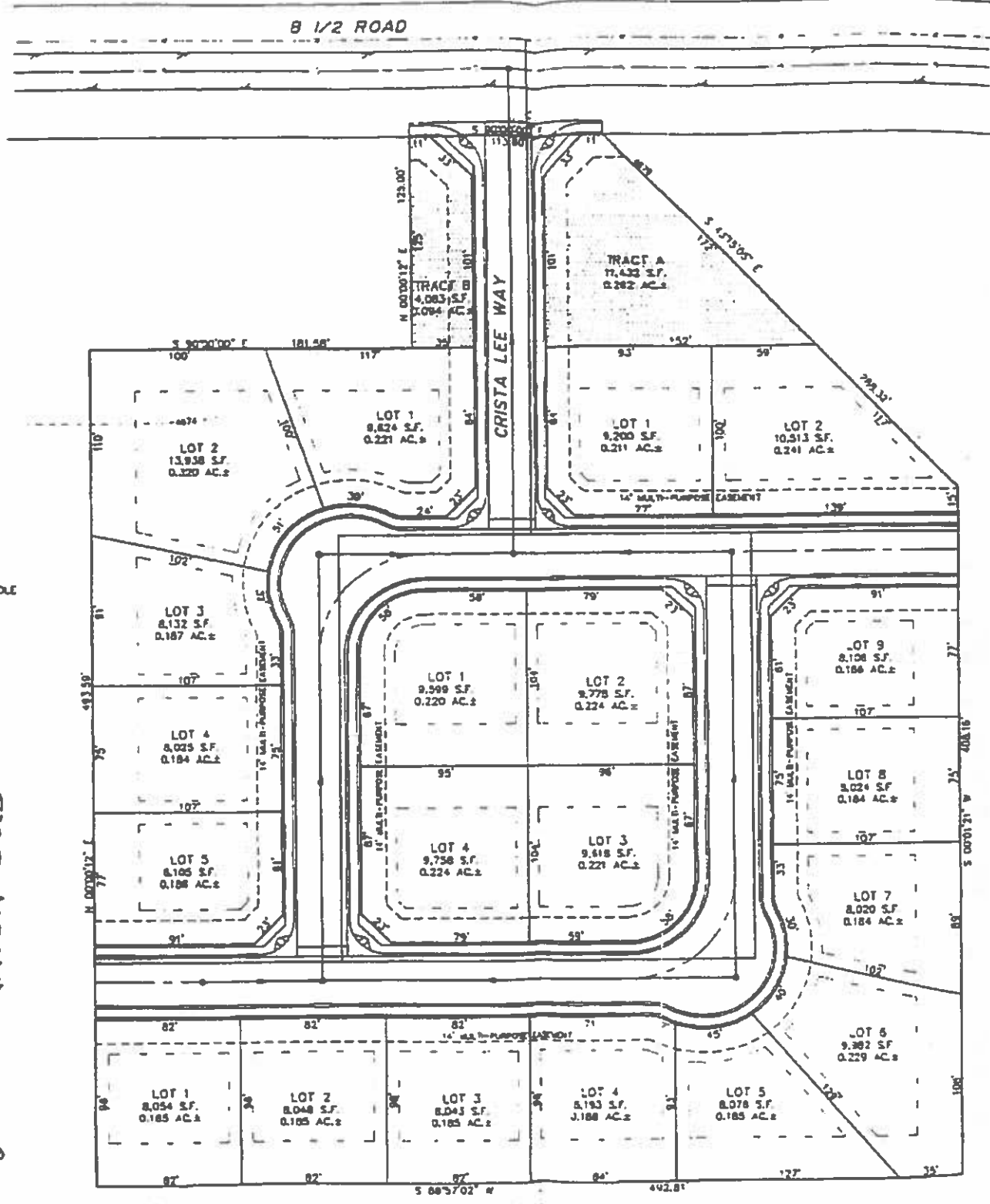
255 Main Street, Grand Junction, Colorado, 81501-7803 . Phone (970) 241-4636 . FAX (970) 241-4312 . walshenv.com

Corporate Office:

MED  
 TAL  
 E  
 CELESTIAL  
 E AND BOX  
 METER, AND FIRE HYDRANT  
 SEWER LINE AND MANHOLE  
 OTHER LINE  
 I AND INLET  
 E, SERVICE, AND FIRE HYDRANT  
 SEWER LINE, SERVICE, AND MANHOLE

LARSEN SUB

street  
 way  
 19 2%  
 5.9%  
 24.9%  
 00.0%



**VISTA ENGINEERING CORP.**  
 SURVEYING ENGINEERS AND LAND SURVEYORS  
 10800 BULLYVALE BOULEVARD • GRAND JUNCTION CO 81608 • 970 243-2242

REVISION	DATE	DESCRIPTION	BY	CHKD	ALAN HELMICK

**APPENDIX C**  
**TRANSACTION SCREEN QUESTIONNAIRE**

**WALSH ENVIRONMENTAL TRANSACTION SCREEN QUESTIONNAIRE** DATE: \_\_\_\_\_  
 (to be completed by Owner or Tenant of the Property)

Description of Site: Address including zip code and county.

**THIS QUESTIONNAIRE WAS COMPLETED BY:**

Name: ALAN C. HELMICK  
 Firm (Title): OWNER  
 Address: 704 NULVUE ST. Delta, Co 81416  
 Phone No.: 970-874-8913 970-234-1785

QUESTION	OWNER			OCCUPANT (Applicable)			Disturbance During Site Use			Notes/Comments
	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	
1. Is the Property or any Adjoining Property used for any industrial use?	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	
2. To the best of your knowledge, has the Property or any Adjoining Property been used for any industrial use in the past?	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	
3. Is the Property or any Adjoining Property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	
4. To the best of your knowledge, has the Property or any Adjoining Property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	
5. Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers of greater than 5 gallons in volume or 50 gallons in the aggregate, stored on or used at the Property or at the facility?	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	potential use of agricultural chemicals

FROM : WALSH ENVIRONMENTAL, LLC FAX NO. : 970 241 4312 Jul. 12 2002 11:08AM P2

JUL. 16. 2002 8:58AM HELMICK MORTGAGE NO. 537 P. 1



Jul. 12 2002 11:09AM P3

FAX NO. 570 241 4312

FROM : WALSH ENVIRONMENTAL, LLC

JUL. 16. 2002 9:58AM HELMICK MORTGAGE

NO. 537 P. 2

QUESTION	OWNER			OCCUPANT			DURING PAST 12 MONTHS			Other Comments
6. Are there currently, or to the best of your knowledge have been previously, any industrial drums (typically 55-gallon) or sacks of chemicals located on the Property or at the facility?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
7. Has Fill Dirt been brought onto the Property which originated from a contaminated site or which is of an unknown origin?	Yes	No	<input checked="" type="radio"/> Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
8. Are there currently, or to the best of your knowledge have there been previously, any pits, ponds, or lagoons located on the Property in connection with waste treatment or waste disposal?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
9. Is there currently, or to the best of your knowledge has there been previously, any stained soil on the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
10. Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
11. Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the Property or adjacent to any structure located on the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
12. Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
13. If the Property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government environmental/ health agency?	Yes	No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	N/A
14. Does the Owner or Occupant of the Property have any knowledge of environmental liens or governmental notification relating to past or current violations of environmental laws with respect to the Property or any facility located on the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
15. Has the Owner or Occupant of the Property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations with respect to the Property or any facility located on the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	

Jul. 12 2002 11:10AM P4

FAX NO. : 978 241 4312

FROM : WALSH ENVIRONMENTAL, LLC

QUESTION	OWNER			OCCUPANT			Other Party			Comments
	Yes	No	Unknown	Yes	No	Unknown	Yes	No	Unknown	
16. Does the Owner or Occupant of the Property have any knowledge of any environmental site assessment of the Property or facility that indicates the presence of hazardous substances or petroleum products on, or contamination of, the Property or recommend further assessment of the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
17. Does the Owner or Occupant of the Property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the Property by any Owner or Occupant of the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
18. Does the Property, or land adjacent to the property, discharge wastewater other than storm water or into a sanitary sewer system?	Yes	No	<input checked="" type="radio"/> Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
19. To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials been dumped above grade, buried, and/or burned on the Property?	Yes	<input checked="" type="radio"/> No	Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
20. Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?	Yes	No	<input checked="" type="radio"/> Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	
21. If there are transformers or hydraulic equipment, have they ever leaked onto the Property or adjacent properties?	Yes	No	<input checked="" type="radio"/> Unknown	Yes	No	Unknown	Yes	<input checked="" type="radio"/> No	Unknown	

Copies of the completed questionnaire have been mailed or delivered to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Preparer represents that to the best of the preparer's knowledge, the above statements and facts are true and correct and to the best of the preparer's actual knowledge no material facts have been suppressed or misstated.

Signature: Paul A. Roberts Date: 7/16/02

JUL 16 2002

8:59AM

HELMICK MORTGAGE

NO. 537

P. 3

**APPENDIX D**

**QUALIFICATIONS OF REPORT PREPARERS**

---

#### KEY EXPERTISE

- ✓ Remediation Systems Installation
- ✓ Soil, Ground-Water Investigations and Remediation
- ✓ Data Collection and Interpretation
- ✓ Environmental Site Assessments

#### EDUCATION AND CERTIFICATIONS

B.S., Environmental Restoration and Hazardous Waste Management, Mesa State College, 2000  
OSHA Health and Safety Training

---

#### EXPERIENCE SUMMARY

Mr. Stockton has eighteen months of experience as an environmental consultant. He can perform all phases of environmental site investigations, remediation, and waste disposal. He has installed remediation wells and systems for the clean up of petroleum products. In addition, he has overseen subcontractors for the completion of various remediation and monitoring projects. He has supervised and managed the environmental, health, and safety issues during a petroleum remediation project.

Mr. Stockton's primary responsibility at WALSH is the installation of a complex air sparge-soil vapor extraction system for the remediation of petroleum products in soil and ground water.

#### Key Projects

*Environmental Site Remediations.* Mr. Stockton is installing an air sparging and soil vapor extraction system for the remediation of petroleum contaminated soil and groundwater in a high profile location. He has also assisted on another petroleum contaminated site with the maintenance and operation of a soil vapor extraction and thermal oxidation remediation system.

*Environmental Site Investigations.* Mr. Stockton has performed numerous environmental site investigations and remediation projects, including obtaining ground water, air, surface water, soil, and waste samples.

*Site Clean-up.* Mr. Stockton has supervised and managed the environmental, health, and safety issues during a hazardous spill project. Successful completion of the project required that Mr. Stockton determine transportation methods and determine proper testing and disposal practices for potentially-hazardous wastes.

Additional skills that Mr. Stockton possesses include:

- surveying and mapping
- field documentation and instrumentation
- hazardous waste profiling and manifesting
- historical record searches
- data interpretation.

#### EMPLOYMENT HISTORY

WALSH, May 2000 to present.  
Office Depot, June 1998 to January 2000.  
Sprint Express, 1993 to 1998.  
US Army, 1987 to 1993.

#### KEY EXPERTISE

- ✓ Environmental Site Assessments
- ✓ Soil, Ground-Water, and Asbestos Investigations and Remediation
- ✓ Industrial Hygiene
- ✓ Hazardous Waste Handling and Disposal
- ✓ Permitting

#### EDUCATION AND CERTIFICATIONS

M.A., Geology and Environmental Sciences  
B.A., Environmental Engineering  
Certified Hazardous Materials Manager (IHMM)  
Certified Asbestos Inspector  
Certified Professional Geologist #8861  
Wyoming Registered Professional Geologist #3325  
Colorado Oil & Public Safety Reg. Cons. #5078  
OSHA 40-hour Supervisor

#### EXPERIENCE SUMMARY

Mr. Baltzer has 21 years of professional experience including 10 as a soil geologist and Quaternary tectonics specialist, and 11 as an environmental consultant. He has performed environmental and geologic investigations on hundreds of sites, has prepared written reports for most of these, and has delivered oral presentations on several dozen projects. In addition, Mr. Baltzer has been a guest and substitute lecturer for the Mesa State College Environmental Restoration Program since 1993.

#### KEY PROJECTS

*Environmental Site Assessments.* Mr. Baltzer has produced over 200 ESAs on industrial, multi-family, retail, warehouse, vacant, and other properties. These ESAs, which follow the American Standards for Testing and Materials guideline, have revealed hidden contamination of various types. He performs level two site assessments and accurately quantifies environmental contamination.

*Hazardous and Special Waste Management.* Mr. Baltzer arranges and ensures proper remediation, handling, and disposal of hazardous wastes. Waste removal projects have included wastes of unknown origin and content.

*Asbestos Inspections.* Mr. Baltzer has performed dozens of asbestos inspections of structures strictly following state and AHERA protocols. He has managed all types of asbestos-containing materials, focusing on identifying hazards, yet eliminating some suspect materials from abatement. Mr. Baltzer has worked with CDPHE to minimize abatement costs, and made recommendations for handling asbestos-containing materials resulting in substantial cost savings for his clients.

*Industrial Hygiene and Health and Safety.* Mr. Baltzer has performed numerous health and safety functions. In addition to preparing dozens of site-specific Health and Safety Plans, he has performed or managed health and safety projects. He performed a sound survey at an UMTRA disposal cell, and performs air-monitoring studies using personal and ambient air monitors. These tests have measured

airborne lead, dust, sulfuric acid, radon, mold, VOCs, asbestos and other agents. He also has performed exhaust gas measurements at manufacturing facilities.

*Voluntary Cleanup.* Mr. Baltzer has cleaned up abandoned mines, spill sites, and a salvage yard under Colorado's Voluntary Cleanup Program (VCUP). The VCUPs defined remediation that was cost-effective, thorough, and approved by the State and EPA.

*Permitting.* Mr. Baltzer has prepared environmental permits for storm water discharge, dewatering, demolition, mine reclamation, and landfills.

*Other Environmental Projects.* Other projects Mr. Baltzer has performed involve the application of environmental regulations, geologic site investigations, groundwater monitoring, and remote sensing interpretations. He also conducts subsurface investigations using exploratory excavations, drilling, and geophysical techniques; and has operated and maintained groundwater and soil remediation facilities. He performs asbestos inspections and is an industrial hygienist. He designs and installs radon mitigation systems. He has operated and maintained numerous remediation systems including soil vapor extraction, air stripping, and other technologies.

#### EMPLOYMENT HISTORY

District Manager, WALSH, 1993-present;  
Environmental Scientist 1991-1993  
Engineer, Enpro Consulting Group, Inc., 1990-1991  
Geologist, State University of New York, 1988-1990  
Geologist, Michael W. West and Assoc., 1986-1988  
Geologist, U.S. Bureau of Reclamation, 1981-1985

#### PROFESSIONAL ASSOCIATIONS

American Institute for Professional Geologists (AIPG) Associate Editor  
Vice Chair, Mesa County Local Emergency Planning Committee  
Member, Mesa State College Environmental Restoration Education Advisory Committee

## CORPORATE CREDENTIALS

Walsh Environmental Scientists and Engineers, LLC (WALSH) is a full-service, multi-disciplinary environmental consulting firm providing environmental and analytical services nationwide. Founded in 1979 by James P. Walsh, the firm presently employs more than 60 scientists and engineers, including professionals with Masters Degrees and Ph.D. Degrees. With three offices in two states, WALSH has established a reputation for quality and innovation by successfully completing complex environmental projects.

WALSH consists of a diverse group of highly-qualified and experienced professional personnel with advanced expertise in environmental engineering, geology, geochemistry, analytical chemistry, hydrology, soil science, water science, industrial hygiene and safety, and computer technology.

With thousands of clients in 21 states, and 30 foreign nations, from small business owners to major oil companies, WALSH emphasizes personalized service provided by a highly motivated senior professional staff.

### Environmental Science and Engineering

WALSH is dedicated to accurately assessing and resolving complex environmental problems in an efficient and cost-effective manner. Our practical approach to managing the application of remediation technologies maximizes the company's ability to accomplish the goals of its clients.

The company's environmental services include:

- Phase I and Phase II Environmental Site Assessments
- "Superfund" and Hazardous Waste Site Investigations
- Underground Storage Tank Removal and Remediation
- Soil Boring, Logging, and Sampling
- Installation of Ground-Water Monitoring Systems
- Ground-Water and Surface Water Sampling
- Laboratory Testing of Soil and Ground-Water Samples
- Contaminant Characterization
- Solid Waste Landfill Permitting and Closure
- Computer Modeling of Environmental Systems
- Environmental Impact Assessments/Statements
- Expert Witness and Litigation Support


**CRISTA LEE  
SUBDIVISION**



**GRAND JUNCTION  
LINCOLN - DeVORE, Inc.**

---

**Geotechnical Consultants  
Grand Junction, Colorado**


Client: Haven Construction				Report No: 1			
Project: Christa Lee Subdivision				Date of Test: 11-14-03			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
1	Sewer main between MH A1 & A2 @ -4' BSG	98	95	12.1	+2	124.0@13.6	C
2	Sewer main between MH A1 & A2 @ -2' BSG	96	95	12.4	+2	124.0@13.6	C
3	Sewer main between MH A1 & A2 @ FSG	98	95	4.9	+2	138.9@6.9	PR
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: <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: Haven Construction	Report No: 2
Project: Crista Lee Subdivision	Date of Test: 11-24-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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	SS, Lot 2, Blk 1 @ -4' BSG	96	95	13.5	+2	118.6@15.2	C
5	SS, Lot 2, Blk 1 @ -2' BSG	96	95	13.6	+2	118.6@15.2	C
6	SS, Lot 2, Blk 1 @ FSG	97	95	13.6	+2	118.6@15.2	C
7	Sewer main between MH C1 & C2 @ -4' BSG	99	95	13.4	+2	118.6@15.2	C
8	Sewer main between MH C1 & C2 @ -2' BSG	95	95	14.0	+2	118.6@15.2	C
9	Sewer main between MH C1 & C2 @ FSG	97	95	14.3	+2	118.6@15.2	C
10	Sewer main between MH A1 & C1 @ -4' BSG	97	95	13.9	+2	118.6@15.2	C
11	Sewer main between MH A1 & C1 @ -2 BSG	97	95	14.1	+2	118.6@15.2	C
12	Sewer main between MH A1 & C1 @ FSG	97	95	13.7	+2	118.6@15.2	C
13	SS, Lot 1, Blk 1 @ -4' BSG	99	95	13.8	+2	118.6@15.2	C
14	SS, Lot 1, Blk 1 @ -2' BSG	99	95	13.4	+2	118.6@15.2	C
15	SS, Lot 1, Blk 1 @ FSG	98	95	13.4	+2	118.6@15.2	C
16	Sewer main between MH A1 & B1 @ -4' BSG	98	95	13.6	+2	118.6@15.2	C

DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	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: Haven Construction				Report No: 2			
Project: Crista Lee Subdivision				Date of Test: 11-24-03			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
17	Sewer main between MH A & B1 @ -2' BSG	98	95	13.6	+2	118.6@15.2	C
18	Sewer main between MH A & B1 @ FSG	98	95	13.9	+2	118.6@15.2	C
19	SS, Lot 5, Blk 3 @ -4' BSG	98	95	13.7	+2	118.6@15.2	C
20	SS, Lot 5, Blk 3 @ -2' BSG	97	95	13.8	+2	118.6@15.2	C
21	SS, Lot 5, Blk 3 @ FSG	97	95	13.9	+2	118.6@15.2	C
22	SS, Lot 4, Blk 3 @ -4' BSG	97	95	14.2	+2	118.6@15.2	C
23	SS, Lot 4, Blk 3 @ -2' BSG	96	95	14.4	+2	118.6@15.2	C
24	SS, Lot 4, Blk 3 @ FSG	97	95	14.1	+2	118.6@15.2	C


DISTRIBUTION: Page 2 of 2 1-Client 1-Vista Eng. 1-Westwater Eng.	<b>KEY:</b> * 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:  <b>FILL DENSITY TEST DAILY REPORT</b>
<b>NOTE:</b> 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. <div style="display: flex; align-items: center; justify-content: space-between; margin-top: 10px;">  <div style="text-align: center;"> <b>GRAND JUNCTION LINCOLN DeVORE</b> </div> <div style="text-align: right;">           Geotechnical Engineers- Geologists         </div> </div>

Client: Haven Construction				Report No: 3				
Project: Crista Lee Subdivision				Date of Test: 11-26-03				
Location:				Test By: RL				
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
25	Sewer main between MH C1 & D1 @ -4' BSG	97	95	13.3	+2	118.6@15.2	C
26	Sewer main between MH C1 & D1 @ -2' BSG	97	95	13.6	+2	118.6@15.2	C
27	Sewer main between MH C1 & D1 @ FSG	96	95	14.1	+2	118.6@15.2	C
28	SS, Lot 1, Blk 2 @ -4' BSG	98	95	13.9	+2	118.6@15.2	C
29	SS, Lot 1, Blk 2 @ -2' BSG	97	95	13.9	+2	118.6@15.2	C
30	SS, Lot 1, Blk 2 @ FSG	97	95	13.9	+2	118.6@15.2	C
31	SS, Lot 6, Blk 4 @ -4' BSG	98	95	14.1	+2	118.6@15.2	C
32	SS, Lot 6, Blk 4 @ -2' BSG	97	95	14.0	+2	118.6@15.2	C
33	SS, Lot 6, Blk 4 @ FSG	99	95	13.6	+2	118.6@15.2	C

<b>DISTRIBUTION:</b> 1-Client 1-Vista Eng. 1-Westwater Eng.	<b>KEY:</b> * 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:  <b>FILL DENSITY TEST DAILY REPORT</b>
<b>NOTE:</b> 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: Haven Construction				Report No: 4				
Project: Crista Lee Subdivision				Date of Test: 12-1-03				
Location:				Test By: DA				
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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	
34	SS, Lot 5, Blk 4 @ 2' BSG	97	95	16.6	+2	109.4@17.5	C	
35	SS, Lot 5, Blk 4 @ FSG	97	95	13.1	+2	123.3@14.6	C	
36	SS, Lot 2, Blk 2 @ 2' BSG	88*	95	14.2**	+2	109.4@17.5	C	
37	SS, Lot 2, Blk 2 @ FSG	95	95	17.6	+2	107.0@19.0	C	
38	SS, Lot 3, Blk 2 @ 2' BSG	100	95	13.3	+2	123.3@14.6	C	
39	SS, Lot 3, Blk 2 @ FSG	95	95	14.4	+2	117.8@16.1	C	
40	SS, Lot 4, Blk 2 @ 2' BSG	95	95	18.0	+2	107.0@19.0	C	
41	SS, Lot 4, Blk 2 @ FSG	95	95	18.6	+2	107.0@19.0	C	
42	SS, Lot 4, Blk 4 @ 2' BSG	96	95	18.1	+2	107.0@19.0	C	
43	SS, Lot 4, Blk 4 @ FSG	90*	95	19.1	+2	107.0@19.0	C	
44	SS, Lot 5, Blk 2 @ 2' BSG	87*	95	17.7	+2	107.0@19.0	C	
45	SS, Lot 5, Blk 2 @ FSG	89*	95	16.2**	+2	107.0@19.0	C	
46	SS, Lot 6, Blk 2 @ 2' BSG	83*	95	17.6	+2	107.0@19.0	C	
DISTRIBUTION:		Page 1 of 3		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.		
1-Client				** Fails Moisture Spec. NC = NonCohesive		BY: 		
1-Vista Eng.				S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT		
1-Westwater Eng.				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		

Haven Construction	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 12-1-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
47	SS, Lot 6, Blk 2 @ FSG	83*	95	15.3**	+2	107.0@19.0	C
48	Sewer main between MH B3 & B2 @ FSG	96	95	18.8	+2	107.0@19.0	C
49	Sewer main between MH B3 & B2 @ 2' BSG	99	95	18.5	+2	107.0@19.0	C
50	SS, Lot 7, Blk 2 @ FSG	98	95	17.3	+2	107.0@19.0	C
51	SS, Lot 7, Blk 2 @ 2' BSG	96	95	19.5	+2	107.0@19.0	C
52	SS, Lot 8, Blk 2 @ FSF	95	95	18.2	+2	107.0@19.0	C
53	SS, Lot 8, Blk 2 @ 2' BSG	95	95	18.5	+2	107.0@19.0	C
54	SS, Lot 1, Blk 3 @ FSG	96	95	17.5	+2	107.0@19.0	C
55	SS, Lot 1, Blk 3 @ 2' BSG	98	95	17.8	+2	107.0@19.0	C
56	SS, Lot 3, Blk 4 @ FSG	98	95	14.1	+2	117.8@16.1	C
57	SS, Lot 3, Blk 4 @ 2' BSG	93*	95	16.0**	+2	107.0@19.0	C
58	Sewer main between MH B1 & B2 @ FSG	100	95	17.0	+2	107.0@19.0	C
59	Sewer main between MH B1 & B2 @ 2' BSG	99	95	18.0	+2	107.0@19.0	C

MISSING RETEST

DISTRIBUTION: <span style="float: right;">Page 2 of 3</span> 1-Client 1-Vista Eng. 1-Westwater Eng.	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: <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. <div style="text-align: center; margin-top: 20px;"> <p style="margin: 0;">GRAND JUNCTION LINCOLN DEVORE</p> <p style="margin: 0; font-size: 12px;">Geotechnical Engineers-Geologists</p> </div>
--	---	--

Haven Construction	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 12-1-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
60	SS, Lot 2, Blk 4 @ FSG	100	95	17.5	+2	107.0@19.0	C
61	SS, Lot 2, Blk 4 @ 2' BSG	92*	95	19.7	+2	107.0@19.0	C
62	SS, Lot 2, Blk 3 @ FSG	98	95	18.8	+2	107.0@19.0	C
63	SS, Lot 2, Blk 3 @ 2' BSG	97	95	17.2	+2	107.0@19.0	C
64	SS, Lot 1, Blk 4 @ 2' BSG	97	95	14.5	+2	117.8@16.1	C
65	SS, Lot 1, Blk 4 @ FSG	97	95	14.0**	+2	107.0@19.0	C
66	SS, Lot 3, Blk 3 @ 2' BSG	86*	95	15.8**	+2	107.0@19.0	C
67	SS, Lot 3, Blk 3 @ FSG	89*	95	12.0**	+2	107.0@19.0	C


DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	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: <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: Haven Construction	Report No: 5
Project: Crista Lee Subdivision	Date of Test: 12-2-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
68	Sewer MH B1 @ 2' BSG	98	95	16.1	+2	109.4@17.5	C
69	Sewer MH B1 @ FSG	96	95	16.3	+2	109.4@17.5	C
70	Sewer MH A2 @ 2' BSG	96	95	16.0	+2	109.4@17.5	C
71	Sewer MH A2 @ FSG	95	95	14.5	+2	117.8@16.1	C
72	Sewer MH C1 @ 2' BSG	99	95	16.6	+2	109.4@17.5	C
73	Sewer MH C1 @ FSG	99	95	17.0	+2	109.4@17.5	C
74	Sewer MH C2 @ 2' BSG	97	95	16.1	+2	109.4@17.5	C
75	Sewer MH C2 @ FSG	99	95	17.4	+2	109.4@17.5	C
76	Sewer MH D1 @ FSG	100	95	15.7	+2	109.4@17.5	C
77	Sewer MH D1 @ 2' BSG	98	95	17.3	+2	109.4@17.5	C
78	Sewer MH B3 @ FSG	98	95	16.1	+2	109.4@17.5	C
79	Sewer MH B3 @ 2' BSG	95	95	16.8	+2	109.4@17.5	C
80	Sewer MH B2 @ FSG	95	95	16.2	+2	117.8@16.1	C


DISTRIBUTION:	Page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---

Client: Haven Construction	Report No: 5
Project: Crista Lee Subdivision	Date of Test: 12-2-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
81	Sewer MH B2 @ 2' BSG	96	95	17.1	+2	109.4@17.5	C

DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	Page 2 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.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
--	---	--	---





Client: Haven Construction	Report No: 6
Project: Crista Lee Subdivision	Date of Test: 12-3-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
82	Irrigation x-ing, E end of Mia St, sta 2+70 @ FSG	100	95	13.6	+2	123.3@14.6	C
83	Irrigation x-ing, Mia St., sta 0+50 @ FSG	98	95	16.1	+2	117.8@16.1	C
84	Irrigation x-ing, W end of Four Corner Dr., property line @ FSG	97	95	18.4	+2	107.0@19.0	C
85	Irrigation x-ing, Crista Lee Wy., sta 1+70 @ FSG	100	95	13.3	+2	123.3@14.6	C
67A	RETEST	96	95	14.1	+2	117.8@16.1	C
66A	RETEST	97	95	15.8	+2	117.8@16.1	C
65A	RETEST	96	95	15.1	+2	117.8@16.1	C
61A	RETEST	98	95	15.5	+2	117.8@16.1	C
43A	RETEST	97	95	20.0	+2	107.0@19.0	C
47A	RETEST	98	95	18.5	+2	107.0@19.0	C
46A	RETEST	96	95	17.9	+2	107.0@19.0	C
44A	RETEST	98	95	19.0	+2	107.0@19.0	C
45A	RETEST	96	95	18.9	+2	107.0@19.0	C

57?

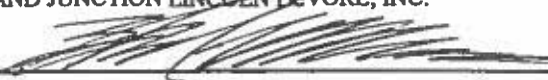
DISTRIBUTION: Page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. BY: 
1-Client 1-Vista Eng. 1-Westwater Eng.		FILL DENSITY TEST DAILY REPORT


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: Haven Construction	Report No: 6
Project: Crista Lee Subdivision	Date of Test: 12-3-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
36A	RETEST	100	95	17.5	+2	107.0@19.0	C


<b>DISTRIBUTION:</b> 1-Client 1-Vista Eng. 1-Westwater Eng.	Page 2 of 2	<b>KEY:</b> * Fails Compaction Spec. C = Cohesive ** Fails Moisture Spec. NC = NonCohesive S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	<b>GRAND JUNCTION LINCOLN DeVORE, INC.</b> BY: 
	<b>FILL DENSITY TEST DAILY REPORT</b>		


<b>NOTE:</b> 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: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
86	Water main, Crista Lee Wy., sta 0+50 @ -2' BSG	96	95	16.2	+2	117.8@15.6	C
87	Water main, Crista Lee Wy., sta 0+50 @ FSG	99	95	14.1	+2	117.8@15.6	C
88	Water main, Crista Lee Wy., sta 2+50 @ -2' BSG	99	95	14.2	+2	117.8@15.6	C
89	Water main, Crista Lee Wy., sta 2+50 @ FSG	98	95	14.3	+2	117.8@15.6	C
90	Water valves intersection of Crista Lee & Mia Dr @ -2' BSG	97	95	14.4	+2	117.8@15.6	C
91	Water valves intersection of Crista Lee & Mia Dr @ FSG	98	95	14.5	+2	117.8@15.6	C
92	Water main, Mia Dr., sta 1+00 @ -2' BSG	99	95	19.0	+2	107.0@19.0	C
93	Water main, Mia Dr., sta 1+00 @ FSG	99	95	18.9	+2	107.0@19.0	C
94	Water main, Mia Dr., sta 3+00 @ -2' BSG	99	95	18.9	+2	107.0@19.0	C
95	Water main, Mia Dr., sta 3+00 @ FSG	99	95	18.6	+2	107.0@19.0	C
96	WS, Lots 4 & 5, Blk 3 @ -2' BSG	97	95	18.2	+2	107.0@19.0	C
97	WS, Lots 4 & 5, Blk 3 @ FSG	96	95	19.5	+2	107.0@19.0	C
98	Water main, Tianna Wy., sta 0+50 @ -2' BSG	96	95	19.9	+2	107.0@19.0	C


DISTRIBUTION: Page 1 of 6	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: 
1-Client 1-Vista Eng. 1-Westwater Eng.		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: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
99	Water main, Tianna Wy., sta 0+50 @ FSG	97	95	19.2	+2	107.0@19.0	C
100	WS, Lot 3, Blk 3 @ -2' BSG	97	95	18.5	+2	107.0@19.0	C
101	WS, Lot 3, Blk 3 @ FSG	98	95	14.0	+2	117.8@15.6	C
102	WS, Lots 1 & 2, Blk 4 @ -2' BSG	96	95	18.8	+2	107.0@19.0	C
103	WS, Lots 1 & 2, Blk 4 @ FSG	96	95	19.5	+2	107.0@19.0	C
104	WS, Lots 1 & 2, Blk 3 @ -2' BSG	98	95	19.8	+2	107.0@19.0	C
105	WS, Lots 1 & 2, Blk 3 @ FSG	97	95	19.6	+2	107.0@19.0	C
106	Water main, Tianna Wy., sta 2+50 @ -2' BSG	98	95	19.1	+2	107.0@19.0	C
107	Water main, Tianna Wy., sta 2+50 @ FSG	97	95	19.3	+2	107.0@19.0	C
108	Water valves intersection of Tianna & Four Corners Dr @ -2' BSG	97	95	19.8	+2	107.0@19.0	C
109	Water valves intersection of Tianna & Four Corners Dr @ FSG	97	95	20.2	+2	107.0@19.0	C
110	WS, Lots 7 & 8, Blk 2 @ -2' BSG	98	95	18.6	+2	107.0@19.0	C
111	WS, Lots 7 & 8, Blk 2 @ FSG	97	95	18.7	+2	107.0@19.0	C


DISTRIBUTION: Page 2 of 6	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: 
1-Client 1-Vista Eng. 1-Westwater Eng.		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: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
112	Water valve, Four Corners Dr., sta 4+00 @ -2' BSG	99	95	19.2	+2	107.0@19.0	C
113	Water valve, Four Corners Dr., sta 4+00 @ FSG	99	95	19.0	+2	107.0@19.0	C
114	Water main, Four Corners Dr., sta 0+50 @ -2' BSG	98	95	18.4	+2	107.0@19.0	C
115	Water main, Four Corners Dr., sta 0+50 @ FSG	97	95	20.3	+2	107.0@19.0	C
116	FH & valve, Four Corners Dr., sta 1+50 @ -2' BSG	97	95	18.8	+2	107.0@19.0	C
117	FH & valve, Four Corners Dr., sta 1+50 @ FSG	98	95	18.8	+2	107.0@19.0	C
118	Water main, Four Corners Dr., sta 2+50 @ -2' BSG	99	95	19.0	+2	107.0@19.0	C
119	Water main, Four Corners Dr., sta 2+50 @ FSG	99	95	18.5	+2	107.0@19.0	C
120	WS, Lot 3, Blk 4 @ -2' BSG	99	95	18.8	+2	107.0@19.0	C
121	WS, Lot 3, Blk 4 @ FSG	98	95	19.1	+2	107.0@19.0	C
122	WS, Lot 4, Blk 4 @ -2' BSG	98	95	19.3	+2	107.0@19.0	C
123	WS, Lot 4, Blk 4 @ FSG	99	95	19.0	+2	107.0@19.0	C
124	WS, Lots 5 & 6, Blk 2 @ -2' BSG	98	95	18.6	+2	107.0@19.0	C


DISTRIBUTION:	Page 3 of 6	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---



Client: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-GJ


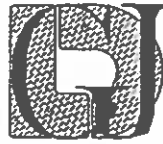
TEST TYPE:	Nuclear (ASTM 2922) Backscatter	Nuclear (ASTM 2922) Direct Trans. X	(ASTM D-1556) Sand Cone	SPECIFICATIONS:	Project:	City: X	County:	State:
------------	---------------------------------	-------------------------------------	-------------------------	-----------------	----------	---------	---------	--------

Test No.	Location of Test	COMPACTION %	COMPAC. SPEC. %	MOISTURE CONT. %	MOISTURE SPEC. %	PROCTOR VALUE	SOIL TYPE
125	WS, Lots 5 & 6, Blk 2 @ FSG	99	95	19.0	+2	107.0@19.0	C
126	Water main, Four Corners Dr., sta ??? @ -2' BSG	97	95	19.5	+2	107.0@19.0	C
127	Water main, Four Corners Dr., sta ??? @ FSG	99	95	19.1	+2	107.0@19.0	C
128	WS, Lot 3, Blk 2 @ -2' BSG	97	95	20.7	+2	107.0@19.0	C
129	WS, Lot 3, Blk 2 @ FSG	99	95	19.2	+2	107.0@19.0	C
130	WS, Lot 4, Blk 2 @ -2' BSG	99	95	18.4	+2	107.0@19.0	C
131	WS, Lot 4, Blk 2 @ FSG	98	95	18.7	+2	107.0@19.0	C
132	Water main, Jacob Wy., sta 2+50 @ -2' BSG	100	95	18.2	+2	107.0@19.0	C
133	Water main, Jacob Wy., sta 2+50 @ FSG	99	95	18.1	+2	107.0@19.0	C
134	WS, Lot 3, Blk 2 @ -2' BSG	99	95	18.6	+2	107.0@19.0	C
135	WS, Lot 3, Blk 2 @ FSG	99	95	18.9	+2	107.0@19.0	C
136	WS, Lot 2, Blk 2 @ -2' BSG	96	95	14.7	+2	117.8@15.6	C
137	WS, Lot 2, Blk 2 @ FSG	95	95	14.4	+2	117.8@15.6	C

DISTRIBUTION:	Page 4 of 6	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
I-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
I-Westwater Eng.		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
--	---	--	---

Client: Haven Construction				Report No: 7				
Project: Crista Lee Subdivision				Date of Test: 12-10-03				
Location:				Test By: RL, BK				
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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	
138	WS, Los 5 & 6, Blk 4 @ -2' BSG	99	95	19.1	+2	107.0@19.0	C	
139	WS, Los 5 & 6, Blk 4 @ FSG	99	95	19.2	+2	107.0@19.0	C	
140	Water main, Jacob Wy., sta 0+50 @ -2' BSG	99	95	18.7	+2	107.0@19.0	C	
141	Water main, Jacob Wy., sta 0+50 @ FSG	98	95	18.7	+2	107.0@19.0	C	
142	FH & valve, Jacob Wy., sta 0+30 @ -2' BSG	100	95	18.7	+2	107.0@19.0	C	
143	FH & valve, Jacob Wy., sta 0+30 @ FSG	99	95	18.9	+2	107.0@19.0	C	
144	Water valve intersection of Jacob Wy & Mia Dr @ -2' BSG	98	95	13.3	+2	123.3@13.9	C	
145	Water valve intersection of Jacob Wy & Mia Dr @ FSG	99	95	13.8	+2	117.8@15.6	C	
146	WS, Lot 1, Blk 1 @ -2' BSG	100	95	13.8	+2	117.8@15.6	C	
147	WS, Lot 1, Blk 1 @ FSG	99	95	13.6	+2	117.8@15.6	C	
148	WS, Lot 2, Blk 1 @ -2' BSG	98	95	14.4	+2	117.8@15.6	C	
149	WS, Lot 2, Blk 1 @ FSG	99	95	14.2	+2	117.8@15.6	C	
150	Water main, Mia Dr., sta 3+50 @ -2' BSG	95	95	14.2	+2	117.8@15.6	C	
DISTRIBUTION:		Page 5 of 6		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.		
1-Client				** Fails Moisture Spec. NC = NonCohesive		BY: 		
1-Vista Eng.				S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT		
1-Westwater Eng.				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		


Client: Haven Construction				Report No: 7			
Project: Crista Lee Subdivision				Date of Test: 12-10-03			
Location:				Test By: RL, BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
151	Water main, Mia Dr., sta 3+50 @ FSG		95		+2	117.8@15.6	C
DISTRIBUTION:		Page 6 of 6		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.	
1-Client				** Fails Moisture Spec. NC = NonCohesive		BY: 	
1-Vista Eng.				S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT	
1-Westwater Eng.				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	





Client: Haven Construction	Report No: 8
Project: Crista Lee Subdivision	Date of Test: 12-11-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
152	Sewer MH A1 @ -8' BSG	97	95	5.0	+2	138.9@6.9	C
153	Sewer MH A1 @ -6' BSG	98	95	5.1	+2	138.9@6.9	C
154	Sewer MH A1 @ -4' BSG	96	95	5.0	+2	138.9@6.9	C
155	Sewer MH A1 @ -2' BSG	99	95	5.2	+2	138.9@6.9	C
156	Sewer MH A1 @ FSG	95	95	5.5	+2	138.9@6.9	C
157	FH & valve, Crista Lee Wy., sta 0+50 @ -2' BSG	98	95	13.5	+2	118.6@15.2	C
158	FH & valve, Crista Lee Wy., sta 0+50 @ FSG	97	95	13.8	+2	118.6@15.2	C
159	Water main, Crista Lee Wy., sta 0+40 @ -2' BSG	97	95	13.5	+2	118.6@15.2	C
160	Water main, Crista Lee Wy., sta 0+40 @ FSG	99	95	13.5	+2	118.6@15.2	C

DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	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: Haven Construction				Report No: 9				
Project: Crista Lee Subdivision				Date of Test: 2-12-04				
Location:				Test By: RL				
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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	
161	Utility x-ing, Crista Lee Wy., sta 2+20 @ FSG	97	95	19.0	+2	107.0@19.0	C	
162	Utility x-ing, Mia Dr., sta 0+25 @ FSG	96	95	19.5	+2	107.0@19.0	C	
163	Utility x-ing, Jacob Wy., sta 0+05 @ FSG	96	95	19.5	+2	107.0@19.0	C	
164	Utility x-ing, Four Corneys, sta 6+35 @ FSG	96	95	18.6	+2	107.0@19.0	C	
165	Utility x-ing, Four Corners Dr., W end @ FSG	96	95	19.8	+2	107.0@19.0	C	
166	Utility x-ing, Tianna Wy., sta 2+75 @ FSG	96	95	18.3	+2	107.0@19.0	C	
DISTRIBUTION:		KEY: * Fails Compaction Spec. C = Cohesive			GRAND JUNCTION LINCOLN DeVORE, INC.			
1-Client		** Fails Moisture Spec. NC = NonCohesive			BY: <i>RL</i>			
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base			FILL DENSITY TEST DAILY REPORT			
1-Westwater Eng.		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.				Geotechnical Engineers-Geologists

Client: Haven Construction	Report No: 10
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
167	Irrigation Crossing, Crista Lee, sta 0+25, @ 1' BSG	100	95	15.9	+2	112.4@17.3	C
168	Irrigation Crossing, Crista Lee, sta 0+25, @ FSG	100	95	15.5	+2	112.4@17.3	C
169	Irrigation, Man Hole, Crista Lee, sta 0+25, @ FSG	96	95	16.0	+2	112.4@17.3	C

DISTRIBUTION:  1-Client 1-Vista Eng. 1-Westwater Eng.	KEY: * Fails Compaction C = Cohesive Spec.	GRAND JUNCTION LINCOLN DeVORE, INC. RL
	** Fails Moisture Spec. NC = NonCohesive	BY: 
	S Standard Proctor ABC = Aggregate Base M Modified Proctor PR = Pit Run	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
--	---	--	--

Sample Origin Crista Lee Subdivision

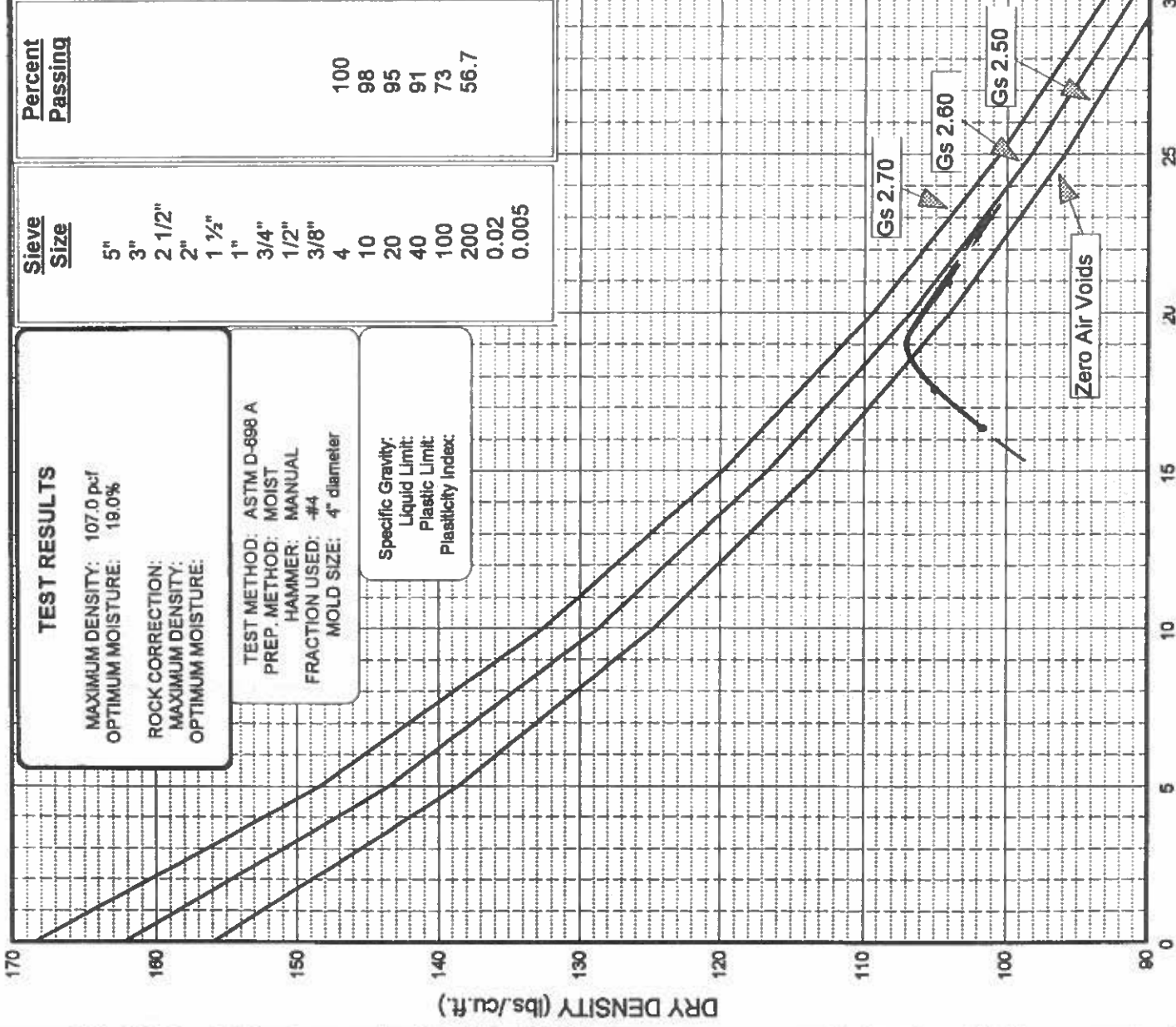
Test By DA, JS

Material Description Sandy lean clay

Test Date 12-2-03

Soil Type CL

Sample # 1



**GRAND JUNCTION  
LINCOLN - DeVORE, Inc.**  
Geotechnical Consultants  
Grand Junction, Colorado

**Crista Lee Subdivision  
Grand Junction, CO**  
Haven Construction  
Grand Junction, CO

Job No.  
90630-GJ


Drawn  
BW

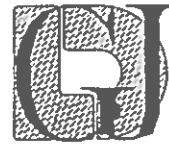
Date  
12-12-03


Client: United Companies	Report No: 1
Project: Crista Lee Subdivision	Date of Test: 3-8-043
Location:	Test By: LS, GS
	GJLD Job No: 90454-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	Street, W, Crista Lee Wy., sta 0+50 @ FSG	124.1	NA	5.4	NA	NA	Mixed
2	Sidewalk, R, Mia Dr., sta 0+00 @ FSG	122.0	NA	4.5	NA	NA	Mixed
NOTE: Mixed materials, did not meet compaction.							

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: 
<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: United Companies				Report No: 2				
Project: Crista Lee Subdivision				Date of Test: 3-10-04				
Location:				Test By: RL				
Rock correction applied to proctor, as needed.				GJLD Job No: 90525-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	Sidewalk, Jacob Wy., sta 0+50, R @ FSG	97	95	10.3	+2	121.0@12.3	C	
4	Sidewalk, Jacob Wy., sta 0+50, L @ FSG	96	95	10.6	+2	121.0@12.3	C	
5	Roadway, Jacob Wy., sta 0+50, R @ FSG	96	95	10.8	+2	121.0@12.3	C	
6	Roadway, Jacob Wy., sta 1+50, L @ FSG	100	95	10.9	+2	121.0@12.3	C	
7	Roadway, Jacob Wy., sta 2+50, R @ FSG	95	95	13.0	+2	121.0@12.3	C	
8	Sidewalk, Jacob Wy., sta 2+50, R @ FSG	95	95	11.5	+2	121.0@12.3	C	
9	Sidewalk, Jacob Wy., sta 2+50, L @ FSG	96	95	11.7	+2	121.0@12.3	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: <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: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
10	Sidewalk, Four Corners Dr., sta 6+00, RT, @ FSG	96	95	17.4	+2	112.4@17.3	C
11	Sidewalk, Four Corners Dr., sta 6+00, LT, @ FSG	95	95	17.7	+2	112.4@17.3	C
12	Roadway, Four Corners Dr., sta 6+00, RTLN, @ FSG	96	95	17.7	+2	112.4@17.3	C
13	Roadway, Four Corners Ln., sta 5+00, RTLN, @ FSG	96	95	17.0	+2	112.4@17.3	C
14	Roadway, Four Corners Dr., sta 4+00, RTLN, @ FSG	97	95	17.2	+2	112.4@17.3	C
15	Sidewalk, Four Corners Dr., sta 4+00, RT, @ FSG	95	95	18.0	+2	112.4@17.3	C
16	Sidewalk, Four Corners Dr., sta 4+00, LT, @ FSG	96	95	17.1	+2	112.4@17.3	C
17	Sidewalk, Tianna Way, sta 3+50, RT, @ FSG	95	95	18.4	+2	112.4@17.3	C
18	Sidewalk, Tianna Way, sta 3+50, LT, @ FSG	97	95	17.6	+2	112.4@17.3	C
19	Roadway, Tianna Way, sta 3+50, RTLN, @ FSG	95	95	18.1	+2	112.4@17.3	C
20	Roadway, Tianna Way, sta 2+50, LTLN, @ FSG	95	95	16.7	+2	112.4@17.3	C
21	Roadway, Tianna Way, sta 1+50, RTLN, @ FSG	97	95	17.1	+2	112.4@17.3	C
22	Sidewalk, Tianna Way, sta 1+50, RT, @ FSG	95	95	17.8	+2	112.4@17.3	C

DISTRIBUTION: page 1 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client	** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
	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
--	---	--	---

Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
23	Sidewalk, Tianna Way, sta 1+50, LT, @ FSG	96	95	17.3	+2	112.4@17.3	C
24	Roadway, Tianna Way, sta 1+5, LTLN, @ FSG	98	95	17.0	+2	112.4@17.3	C
25	Sidewalk, Mia Dr., sta 0+50, West LT side, @ FSG	96	95	17.3	+2	112.4@17.3	C
26	Sidewalk, Mia Dr., sta 0+50, West RT side, @ FSG	95	95	16.5	+2	112.4@17.3	C
27	Roadway, Mia Dr., sta 0+50, West RTLN, @ FSG	98	95	16.7	+2	112.4@17.3	C
28	Roadway, Mia Dr., sta 0+50, East LTLN, @ FSG	98	95	16.5	+2	112.4@17.3	C
29	Roadway, Mia Dr., sta 1+50, East RTLN, @ FSG	99	95	16.3	+2	112.4@17.3	C
30	Sidewalk, Mia Dr., sta 1+50, East RT side, @ FSG	97	95	17.0	+2	112.4@17.3	C
31	Sidewalk, Mia Dr., sta 1+50, East LT side, @ FSG	98	95	16.6	+2	112.4@17.3	C
32	Roadway, Mia Dr., sta 2+50, LTLN, @ FSG	97	95	16.7	+2	112.4@17.3	C
33	Sidewalk, Crista Lee Way, sta 2+00, RTLN, @ FSG	96	95	17.3	+2	112.4@17.3	C
34	Sidewalk, Crista Lee Way, sta 2+00, LTLN, @ FSG	98	95	16.7	+2	112.4@17.3	C
35	Roadway, Crista Lee Way, sta 2+00, RTLN, @ FSG	98	95	16.4	+2	112.4@17.3	C

DISTRIBUTION: page 2 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client	** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
	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
--	---	--	---




Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
36	Roadway, Crista Lee Way Sta 1+00, LTLN, @ FSG	98	95	16.6	+2	112.4@17.3	C
37	Roadway, Crista Lee Way, sta 0+50, RTLN, @ FSG	99	95	15.5	+2	112.4@17.3	C
38	Sidewalk, Crista Lee Way, sta 0+50, RT, @ FSG	100	95	14.6	+2	112.4@17.3	C
39	Sidewalk, Crista Lee Way, sta 0+50, LT, @ FSG	100	95	15.4	+2	112.4@17.3	C

DISTRIBUTION: 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>
I-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
--	---	--	---

Client: United Companies	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 3-23-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
40	Sidewalk, Four Corners Ln., sta 4+50, RT, @ FG	96	95	5.2	+2	138.7@6.1	ABC
41	Sidewalk, Four Corners Ln., sta 4+50, LT, @ FG	96	95	5.4	+2	138.7@6.1	ABC
42	Sidewalk, Four Corners Ln., sta 6+50, RT, @ FG	95	95	5.4	+2	138.7@6.1	ABC
43	Sidewalk, Four Corners Ln., sta 6+50, LT, @ FG	96	95	5.5	+2	138.7@6.1	ABC
44	Sidewalk, Jacobs Way, sta 2+50, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
45	Sidewalk, Jacobs Way, sta 2+50, LT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
46	Sidewalk, Jacobs Way, sta 0+50, RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
47	Sidewalk, Jacobs Way, sta 0+50, LT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
48	Sidewalk, Mia Dr., sta 2+50, East RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
49	Sidewalk, Mia Dr., sta 2+50, East LT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
50	Sidewalk, Mia Dr., sta 0+50, East RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
51	Sidewalk, Mia Dr., sta 0+50, East LT, @ FG	96	95	5.6	+2	138.7@6.1	ABC
52	Sidewalk, Mia Dr., sta 0+50, West RT, @ FG	95	95	5.9	+2	138.7@6.1	ABC

DISTRIBUTION: page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client	** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
	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
--	---	--	---

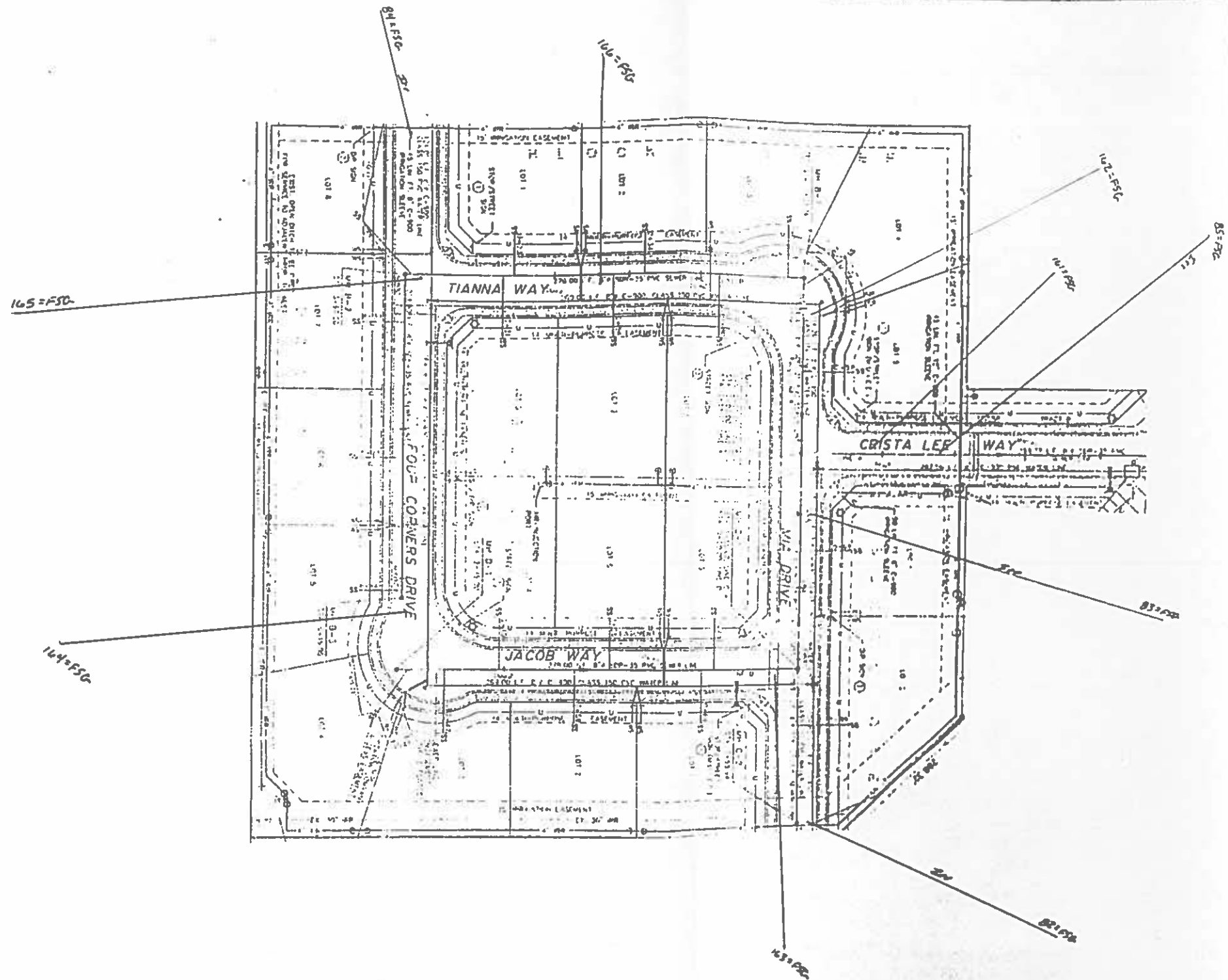
Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-23-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-GJ

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
53	Sidewalk, Mia Dr., sta 0+50, West LT, @ FG	96	95	5.6	+2	138.7@6.1	ABC
54	Sidewalk, Tianna Way, sta 2+00, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
55	Sidewalk, Tianna Way, sta 2+00, LT, @ FG	97	95	5.9	+2	138.7@6.1	ABC
56	Sidewalk, Tianna Way, sta 3+50, RT, @ FG	95	95	5.8	+2	138.7@6.1	ABC
57	Sidewalk, Tianna Way, sta 3+50, LT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
58	Sidewalk, Crista Lee, sta 0+50, RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
59	Sidewalk, Crista Lee, sta 0+50, LT, @ FG	96	95	5.7	+2	138.7@6.1	ABC
60	Sidewalk, Crista Lee, sta 2+00, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
61	Sidewalk, Crista Lee, sta 2+00, LT, @ FG	97	95	6.0	+2	138.7@6.1	ABC

DISTRIBUTION: page 2 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC
I-Client	** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
	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
--	---	--	---



**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            |

1 - - REFERS TO DENSITY REPORT NUMBER

ONLY PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

UTILITY DENSITY TESTING

Crista Lee Subdivision

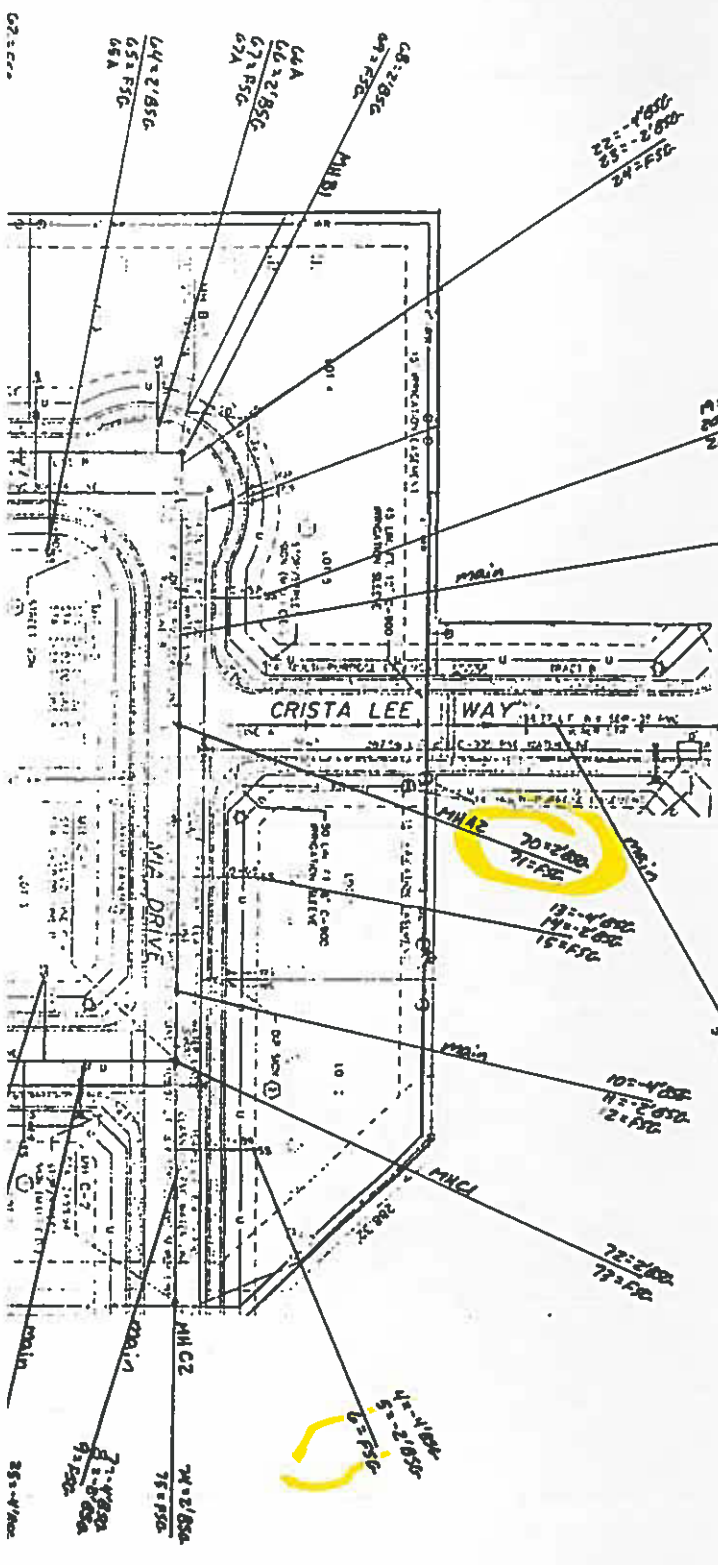


GRAND  
JUNCTION  
LINCOLN  
DeVORE

1441 MOTOR STREET  
GRAND JCT., COLORADO  
970-242-8888 (fax 970-242-1681)

DRAWN BY DC  
CHECKED BY BWS

90630 SHEET 1 OF 3  
DATE 3-25-04




**LEGEND**

- AT GRADE
- FINAL GRADE
- BELOW GRADE
- BELOW SUBGRADE
- SUBGRADE
- PROPERTY LINE
- AC - ASPHALTIC CONCRETE
- ABC - AGGREGATE BASE
- BCG - BASE COARSE GRADE
- FSG - FINAL SUBGRADE
- SG - SUBGRADE
- MH# - MANHOLE #

--- REFERS TO DENSITY REPORT NUMBER  
 PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

**SEWER UTILITY DENSITY TESTING**  
 Crista Lee Subdiv

 <b>GRAND JUNCTION LINCOLN DeVORE</b>	1441 MOTOR STREET GRAND JCT., COLORADO 970-242-8988 (fax 970-242-1561)	
	JOB # <b>90630</b>	SHEET <b>3 of 3</b>
DRAWN BY: <b>DC</b>	SCALE: <b>VARIABLES</b>	DATE: <b>3-25-04</b>
CHECKED BY: <b>RIF</b>	FILE #	NO.

Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
23	Sidewalk, Tianna Way, sta 1+50, LT, @ FSG	96	95	17.3	+2	112.4@17.3	C
24	Roadway, Tianna Way, sta 1+5, LTLN, @ FSG	98	95	17.0	+2	112.4@17.3	C
25	Sidewalk, Mia Dr., sta 0+50, West LT side, @ FSG	96	95	17.3	+2	112.4@17.3	C
26	Sidewalk, Mia Dr., sta 0+50, West RT side, @ FSG	95	95	16.5	+2	112.4@17.3	C
27	Roadway, Mia Dr., sta 0+50, West RTLN, @ FSG	98	95	16.7	+2	112.4@17.3	C
28	Roadway, Mia Dr., sta 0+50, East LTLN, @ FSG	98	95	16.5	+2	112.4@17.3	C
29	Roadway, Mia Dr., sta 1+50, East RTLN, @ FSG	99	95	16.3	+2	112.4@17.3	C
30	Sidewalk, Mia Dr., sta 1+50, East RT side, @ FSG	97	95	17.0	+2	112.4@17.3	C
31	Sidewalk, Mia Dr., sta 1+50, East LT side, @ FSG	98	95	16.6	+2	112.4@17.3	C
32	Roadway, Mia Dr., sta 2+50, LTLN, @ FSG	97	95	16.7	+2	112.4@17.3	C
33	Sidewalk, Crista Lee Way, sta 2+00, RTLN, @ FSG	96	95	17.3	+2	112.4@17.3	C
34	Sidewalk, Crista Lee Way, sta 2+00, LTLN, @ FSG	98	95	16.7	+2	112.4@17.3	C
35	Roadway, Crista Lee Way, sta 2+00, RTLN, @ FSG	98	95	16.4	+2	112.4@17.3	C


DISTRIBUTION:	page 2 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-Client			FILL DENSITY TEST DAILY REPORT


<p>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.</p>	<p>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</p>	<p>Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.</p> <div style="display: flex; align-items: center; justify-content: space-between;"> <div style="text-align: center;"> <p><b>GRAND JUNCTION LINCOLN DeVORE</b></p> </div> <div style="text-align: right;"> <p>Geotechnical Engineers-Geologists</p> </div> </div>
---	--	--

Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
36	Roadway, Crista Lee Way. Sta 1+00, LTLN, @ FSG	98	95	16.6	+2	112.4@17.3	C
37	Roadway, Crista Lee Way, sta 0+50, RTLN, @ FSG	99	95	15.5	+2	112.4@17.3	C
38	Sidewalk, Crista Lee Way, sta 0+50, RT, @ FSG	100	95	14.6	+2	112.4@17.3	C
39	Sidewalk, Crista Lee Way, sta 0+50, LT, @ FSG	100	95	15.4	+2	112.4@17.3	C

DISTRIBUTION:	page 3 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client		** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i> 
		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
--	---	--	---

Client: United Companies	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 3-23-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
40	Sidewalk, Four Corners Ln., sta 4+50, RT, @ FG	96	95	5.2	+2	138.7@6.1	ABC
41	Sidewalk, Four Corners Ln., sta 4+50, LT, @ FG	96	95	5.4	+2	138.7@6.1	ABC
42	Sidewalk, Four Corners Ln., sta 6+50, RT, @ FG	95	95	5.4	+2	138.7@6.1	ABC
43	Sidewalk, Four Corners Ln., sta 6+50, LT, @ FG	96	95	5.5	+2	138.7@6.1	ABC
44	Sidewalk, Jacobs Way, sta 2+50, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
45	Sidewalk, Jacobs Way, sta 2+50, LT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
46	Sidewalk, Jacobs Way, sta 0+50, RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
47	Sidewalk, Jacobs Way, sta 0+50, LT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
48	Sidewalk, Mia Dr., sta 2+50, East RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
49	Sidewalk, Mia Dr., sta 2+50, East LT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
50	Sidewalk, Mia Dr., sta 0+50, East RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
51	Sidewalk, Mia Dr., sta 0+50, East LT, @ FG	96	95	5.6	+2	138.7@6.1	ABC
52	Sidewalk, Mia Dr., sta 0+50, West RT, @ FG	95	95	5.9	+2	138.7@6.1	ABC

DISTRIBUTION: page 1 of 2 1-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.	GRAND JUNCTION LINCOLN DeVORE Geotechnical Engineers-Geologists
--	---	--	--




Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-23-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
53	Sidewalk, Mia Dr., sta 0+50, West LT, @ FG	96	95	5.6	+2	138.7@6.1	ABC
54	Sidewalk, Tianna Way, sta 2+00, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
55	Sidewalk, Tianna Way, sta 2+00, LT, @ FG	97	95	5.9	+2	138.7@6.1	ABC
56	Sidewalk, Tianna Way, sta 3+50, RT, @ FG	95	95	5.8	+2	138.7@6.1	ABC
57	Sidewalk, Tianna Way, sta 3+50, LT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
58	Sidewalk, Crista Lee, sta 0+50, RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
59	Sidewalk, Crista Lee, sta 0+50, LT, @ FG	96	95	5.7	+2	138.7@6.1	ABC
60	Sidewalk, Crista Lee, sta 2+00, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
61	Sidewalk, Crista Lee, sta 2+00, LT, @ FG	97	95	6.0	+2	138.7@6.1	ABC

DISTRIBUTION:	page 2 of 2	KEY: * Fails Compaction Spec.	C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client		** Fails Moisture Spec.	NC = NonCohesive	BY: <i>RL</i>
		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
--	---	--	---

OK  
5/17/04



CRISTA LEE SUBDIVISION




GRAND JUNCTION  
LINCOLN - DeVORE, Inc.

---

Geotechnical Consultants  
Grand Junction, Colorado

Client: United Companies				Report No: 1			
Project: Crista Lee Subdivision				Date of Test: 3-8-043			
Location:				Test By: LS, GS			
				GJLD Job No: 90454-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	Street, W, Crista Lee Wy., sta 0+50 @ FSG	124.1	NA	5.4	NA	NA	Mixed
2	Sidewalk, R, Mia Dr., sta 0+00 @ FSG	122.0	NA	4.5	NA	NA	Mixed
NOTE: Mixed materials, did not meet compaction.							
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: United Companies				Report No: 2				
Project: Crista Lee Subdivision				Date of Test: 3-10-04				
Location:				Test By: RL				
Rock correction applied to proctor, as needed.				GJLD Job No: 90525-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	Sidewalk, Jacob Wy., sta 0+50, R @ FSG	97	95	10.3	+2	121.0@12.3	C	
4	Sidewalk, Jacob Wy., sta 0+50, L @ FSG	96	95	10.6	+2	121.0@12.3	C	
5	Roadway, Jacob Wy., sta 0+50, R @ FSG	96	95	10.8	+2	121.0@12.3	C	
6	Roadway, Jacob Wy., sta 1+50, L @ FSG	100	95	10.9	+2	121.0@12.3	C	
7	Roadway, Jacob Wy., sta 2+50, R @ FSG	95	95	13.0	+2	121.0@12.3	C	
8	Sidewalk, Jacob Wy., sta 2+50, R @ FSG	95	95	11.5	+2	121.0@12.3	C	
9	Sidewalk, Jacob Wy., sta 2+50, L @ FSG	96	95	11.7	+2	121.0@12.3	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: <i>RL</i>			
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: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
10	Sidewalk, Four Corners Dr., sta 6+00, RT, @ FSG	96	95	17.4	+2	112.4@17.3	C
11	Sidewalk, Four Corners Dr., sta 6+00, LT, @ FSG	95	95	17.7	+2	112.4@17.3	C
12	Roadway, Four Corners Dr., sta 6+00, RTLN, @ FSG	96	95	17.7	+2	112.4@17.3	C
13	Roadway, Four Corners Ln., sta 5+00, RTLN, @ FSG	96	95	17.0	+2	112.4@17.3	C
14	Roadway, Four Corners Dr., sta 4+00, RTLN, @ FSG	97	95	17.2	+2	112.4@17.3	C
15	Sidewalk, Four Corners Dr., sta 4+00, RT, @ FSG	95	95	18.0	+2	112.4@17.3	C
16	Sidewalk, Four Corners Dr., sta 4+00, LT, @ FSG	96	95	17.1	+2	112.4@17.3	C
17	Sidewalk, Tianna Way, sta 3+50, RT, @ FSG	95	95	18.4	+2	112.4@17.3	C
18	Sidewalk, Tianna Way, sta 3+50, LT, @ FSG	97	95	17.6	+2	112.4@17.3	C
19	Roadway, Tianna Way, sta 3+50, RTLN, @ FSG	95	95	18.1	+2	112.4@17.3	C
20	Roadway, Tianna Way, sta 2+50, LTLN, @ FSG	95	95	16.7	+2	112.4@17.3	C
21	Roadway, Tianna Way, sta 1+50, RTLN, @ FSG	97	95	17.1	+2	112.4@17.3	C
22	Sidewalk, Tianna Way, sta 1+50, RT, @ FSG	95	95	17.8	+2	112.4@17.3	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>
I-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
--	---	--	---

Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GILD Job No: 90525-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
23	Sidewalk, Tianna Way, sta 1+50, LT, @ FSG	96	95	17.3	+2	112.4@17.3	C
24	Roadway, Tianna Way, sta 1+5, LTLN, @ FSG	98	95	17.0	+2	112.4@17.3	C
25	Sidewalk, Mia Dr., sta 0+50, West LT side, @ FSG	96	95	17.3	+2	112.4@17.3	C
26	Sidewalk, Mia Dr., sta 0+50, West RT side, @ FSG	95	95	16.5	+2	112.4@17.3	C
27	Roadway, Mia Dr., sta 0+50, West RTLN, @ FSG	98	95	16.7	+2	112.4@17.3	C
28	Roadway, Mia Dr., sta 0+50, East LTLN, @ FSG	98	95	16.5	+2	112.4@17.3	C
29	Roadway, Mia Dr., sta 1+50, East RTLN, @ FSG	99	95	16.3	+2	112.4@17.3	C
30	Sidewalk, Mia Dr., sta 1+50, East RT side, @ FSG	97	95	17.0	+2	112.4@17.3	C
31	Sidewalk, Mia Dr., sta 1+50, East LT side, @ FSG	98	95	16.6	+2	112.4@17.3	C
32	Roadway, Mia Dr., sta 2+50, LTLN, @ FSG	97	95	16.7	+2	112.4@17.3	C
33	Sidewalk, Crista Lee Way, sta 2+00, RTLN, @ FSG	96	95	17.3	+2	112.4@17.3	C
34	Sidewalk, Crista Lee Way, sta 2+00, LTLN, @ FSG	98	95	16.7	+2	112.4@17.3	C
35	Roadway, Crista Lee Way, sta 2+00, RTLN, @ FSG	98	95	16.4	+2	112.4@17.3	C

DISTRIBUTION:	page 2 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
		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
--	---	--	---

Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL, GS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
36	Roadway, Crista Lee Way. Sta 1+00, LTLN, @ FSG	98	95	16.6	+2	112.4@17.3	C
37	Roadway, Crista Lee Way, sta 0+50, RTLN, @ FSG	99	95	15.5	+2	112.4@17.3	C
38	Sidewalk, Crista Lee Way, sta 0+50, RT, @ FSG	100	95	14.6	+2	112.4@17.3	C
39	Sidewalk, Crista Lee Way, sta 0+50, LT, @ FSG	100	95	15.4	+2	112.4@17.3	C

DISTRIBUTION:	page 3 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client		** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
		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
--	---	--	---

Client: United Companies	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 3-23-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
40	Sidewalk, Four Corners Ln., sta 4+50, RT, @ FG	96	95	5.2	+2	138.7@6.1	ABC
41	Sidewalk, Four Corners Ln., sta 4+50, LT, @ FG	96	95	5.4	+2	138.7@6.1	ABC
42	Sidewalk, Four Corners Ln., sta 6+50, RT, @ FG	95	95	5.4	+2	138.7@6.1	ABC
43	Sidewalk, Four Corners Ln., sta 6+50, LT, @ FG	96	95	5.5	+2	138.7@6.1	ABC
44	Sidewalk, Jacobs Way, sta 2+50, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
45	Sidewalk, Jacobs Way, sta 2+50, LT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
46	Sidewalk, Jacobs Way, sta 0+50, RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
47	Sidewalk, Jacobs Way, sta 0+50, LT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
48	Sidewalk, Mia Dr., sta 2+50, East RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
49	Sidewalk, Mia Dr., sta 2+50, East LT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
50	Sidewalk, Mia Dr., sta 0+50, East RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
51	Sidewalk, Mia Dr., sta 0+50, East LT, @ FG	96	95	5.6	+2	138.7@6.1	ABC
52	Sidewalk, Mia Dr., sta 0+50, West RT, @ FG	95	95	5.9	+2	138.7@6.1	ABC

DISTRIBUTION: page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client	** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
	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
--	---	--	---




Client: United Companies	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 3-23-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
53	Sidewalk, Mia Dr., sta 0+50, West LT, @ FG	96	95	5.6	+2	138.7@6.1	ABC
54	Sidewalk, Tianna Way, sta 2+00, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
55	Sidewalk, Tianna Way, sta 2+00, LT, @ FG	97	95	5.9	+2	138.7@6.1	ABC
56	Sidewalk, Tianna Way, sta 3+50, RT, @ FG	95	95	5.8	+2	138.7@6.1	ABC
57	Sidewalk, Tianna Way, sta 3+50, LT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
58	Sidewalk, Crista Lee, sta 0+50, RT, @ FG	95	95	5.6	+2	138.7@6.1	ABC
59	Sidewalk, Crista Lee, sta 0+50, LT, @ FG	96	95	5.7	+2	138.7@6.1	ABC
60	Sidewalk, Crista Lee, sta 2+00, RT, @ FG	95	95	5.5	+2	138.7@6.1	ABC
61	Sidewalk, Crista Lee, sta 2+00, LT, @ FG	97	95	6.0	+2	138.7@6.1	ABC


DISTRIBUTION: page 2 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
I-Client	** Fails Moisture Spec. NC = NonCohesive	BY: <i>RL</i>
	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
--	---	--	---

Client: United Companies	Report No: 5
Project: Crista Lee Subdivision	Date of Test: 3-29-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
62	Sidewalk, Crista Lee Wy , sta 0+50, (grade change) @ FG	96	95	5.5	+2	138.7@6.1	ABC
63	Sidewalk, Crista Lee Wy., sta 0+50, (grade change) @ FG	97	95	5.5	+2	138.7@6.1	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: <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: United Companies	Report No: 6
Project: Crista Lee Subdivision	Date of Test: 5-6-04
Location:	Test By: JS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
64	Roadway, Jacobs Way, sta 5+50, RH, @ FABC	96	95	6.8	+2	138.7@6.1	ABC
65	Roadway, Jacobs Way, sta 4+50, LH, @ FABC	98	95	5.7	+2	138.7@6.1	ABC
66	Roadway, Jacobs Way, sta 3+75, RH, @ FABC	97	95	4.8	+2	138.7@6.1	ABC
67	Roadway, Four Corners Dr., sta 3+25, LH, @ FABC	97	95	6.4	+2	138.7@6.1	ABC
68	Roadway, Four Corners Dr., sta 2+25, RH, @ FABC	99	95	5.5	+2	138.7@6.1	ABC
69	Roadway, Four Corners Dr., sta 1+25, LH, @ FABC	98	95	5.9	+2	138.7@6.1	ABC
70	Roadway, Tianna Way, sta 0+50, LH, @ FABC	97	95	4.4	+2	138.7@6.1	ABC
71	Roadway, Tianna Way, sta 1+50, RH, @ FABC	99	95	5.5	+2	138.7@6.1	ABC
72	Roadway, Tianna Way, sta 2+50, LH, @ FABC	99	95	5.0	+2	138.7@6.1	ABC
73	Roadway, Mia Dr., sta 3+50, RH, @ FABC	97	95	6.4	+2	138.7@6.1	ABC
74	Roadway, Mia Dr., sta 4+50, LH, @ FABC	100	95	6.0	+2	138.7@6.1	ABC
75	Roadway, Mia Dr., sta 5+50, RH, @ FABC	95	95	7.0	+2	138.7@6.1	ABC
76	Roadway, Mia Dr., sta 6+00, LH, @ FABC	96	95	7.5	+2	138.7@6.1	ABC


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.  WILL DENSITY TEST DAILY REPORT
---------------------------	--	---

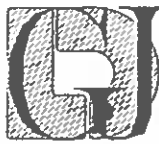
NOTE: Results indicate in-place soil densities at the locations and depths identified above. Grand Junction Lincoln DeVore has relied on the contractor to provide uniform mix placement and compactive effort throughout the fill area.	Nuclear Density Testing of 'pit run' or other coarse grained soils may 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: United Companies	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 5-7-04
Location:	Test By: JS
Rock correction applied to proctor, as needed.	GJLD Job No: 90525-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
77	Roadway, Crista Lee, sta 1+00, RH, @ FABC	97	95	5.7	+2	138.7@6.1	ABC
78	Roadway, Crista Lee, sta 2+00, LH, @ FABC	99	95	4.4	+2	138.7@6.1	ABC
79	Roadway, Crista Lee, sta 2+40, RH, @ FABC	100	95	5.2	+2	138.7@6.1	ABC

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.  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
--	---	--	--

Sample Origin Christa Lee Subdivision  
 Material Description Silty clay with sand  
 Soil Type CL-ML

Test By JS  
 Test Date 11-8-03  
 Sample # 1

**TEST RESULTS**

MAXIMUM DENSITY: 108.0 pcf  
 OPTIMUM MOISTURE: 18.5%

ROCK CORRECTION:  
 MAXIMUM DENSITY:  
 OPTIMUM MOISTURE:

TEST METHOD: ASTM D-698 A  
 PREP. METHOD: MOIST  
 HAMMER: MANUAL  
 FRACTION USED: #4  
 MOLD SIZE: 4" diameter

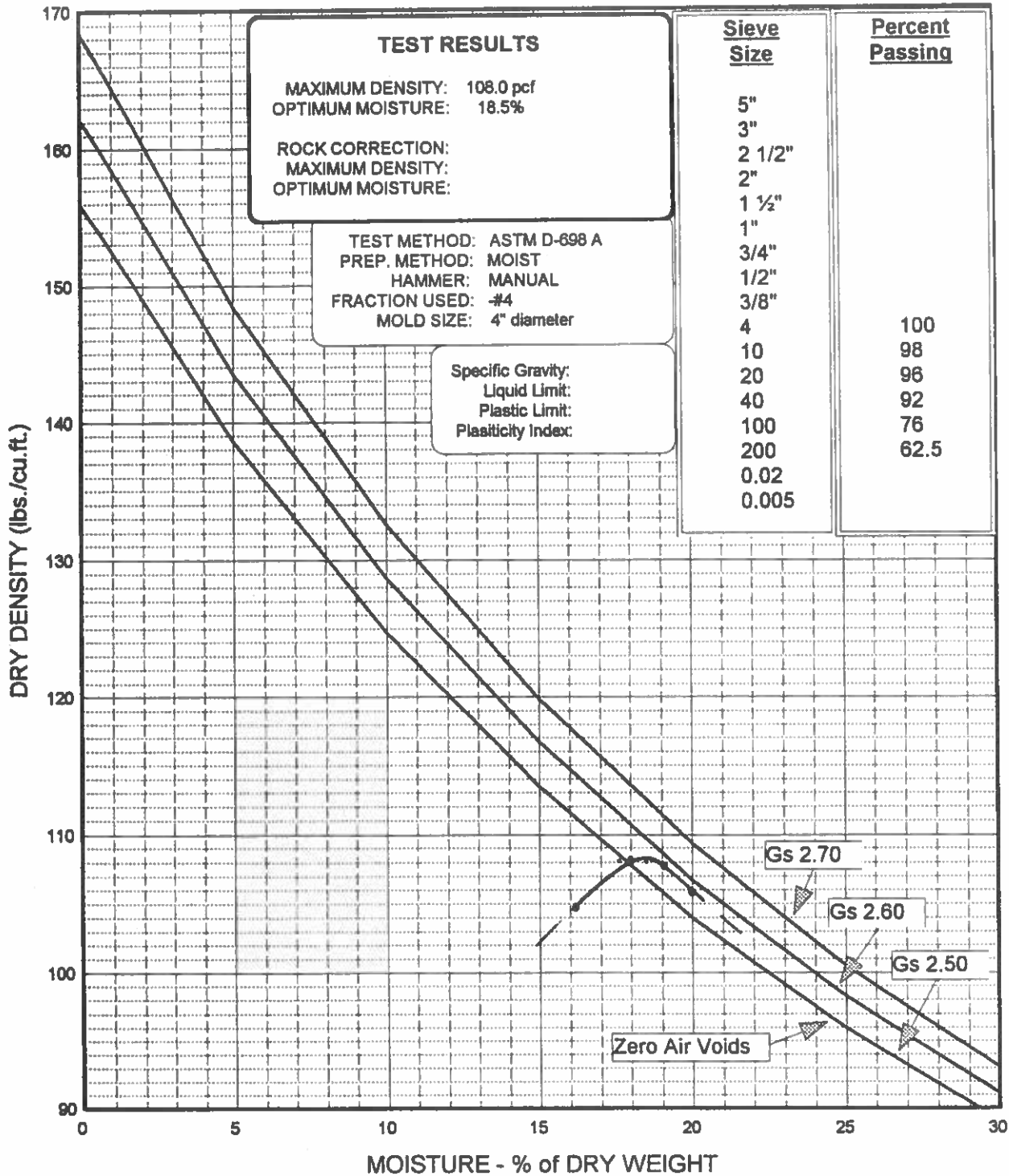
Specific Gravity:  
 Liquid Limit:  
 Plastic Limit:  
 Plasticity Index:

**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  
 96  
 92  
 76  
 62.5



**GRAND JUNCTION  
 LINCOLN - DeVORE, Inc.**

Geotechnical Consultants  
 Grand Junction, Colorado

**Christa Lee Subdivision  
 Grand Junction, CO  
 United Companies  
 Grand Junction, CO**

Job No.  
 90525-GJ

Drawn  
 BW

Date  
 11-13-03

Sample Origin Crista Lee Subdivision

Material Description Sandy silt, clay

Soil Type CL-ML

Test By DC

Test Date 3-9-04

Sample # 2

**TEST RESULTS**

MAXIMUM DENSITY: 121.0 pcf  
OPTIMUM MOISTURE: 12.3%

ROCK CORRECTION:  
MAXIMUM DENSITY:  
OPTIMUM MOISTURE:

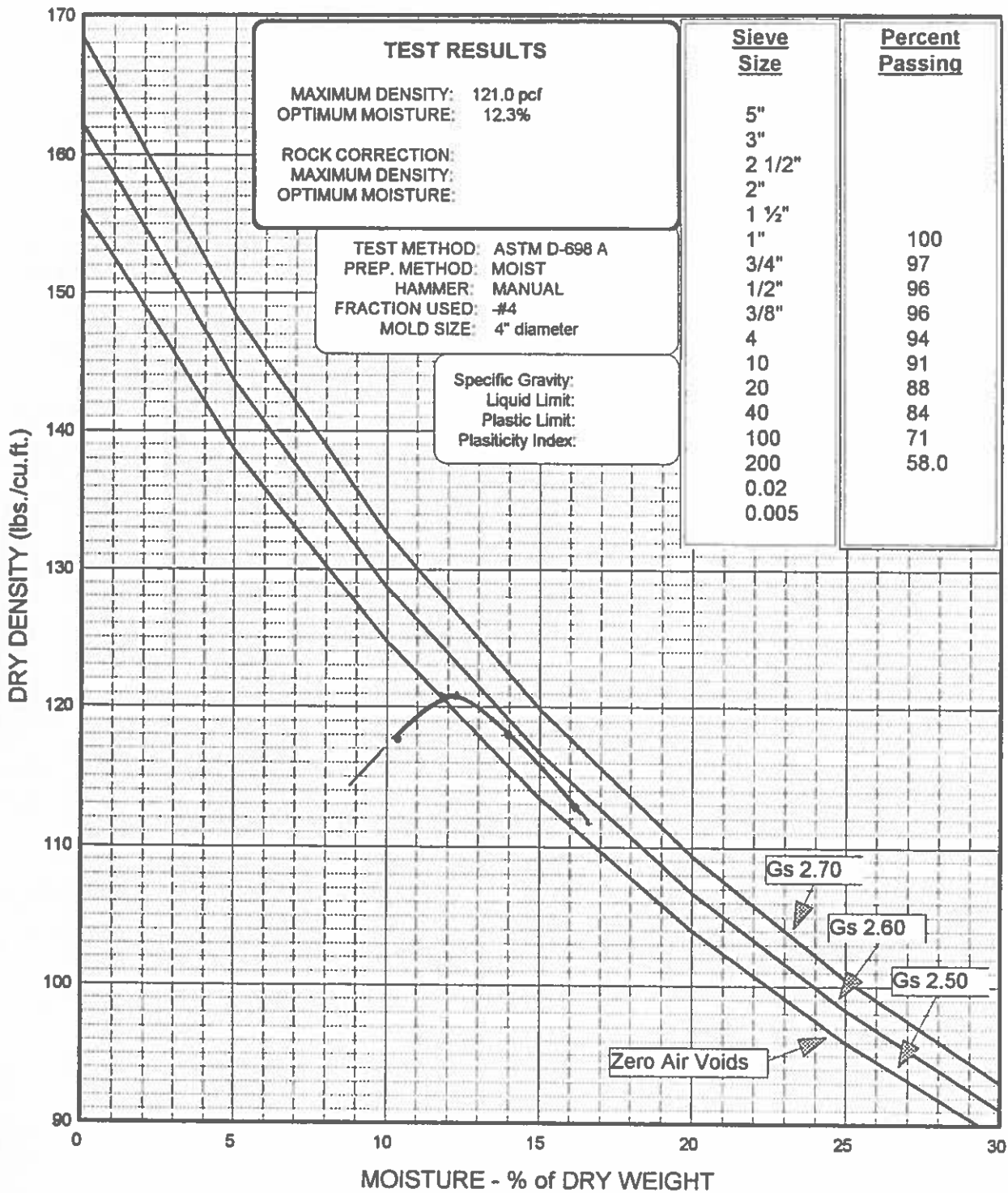
TEST METHOD: ASTM D-698 A  
PREP. METHOD: MOIST  
HAMMER: MANUAL  
FRACTION USED: #4  
MOLD SIZE: 4" diameter

Specific Gravity:  
Liquid Limit:  
Plastic Limit:  
Plasticity Index:

**Sieve Size**

**Percent Passing**

5"	
3"	
2 1/2"	
2"	
1 1/2"	
1"	100
3/4"	97
1/2"	96
3/8"	96
4	94
10	91
20	88
40	84
100	71
200	58.0
0.02	
0.005	



**GRAND JUNCTION  
LINCOLN - DeVORE, Inc.**  
Geotechnical Consultants  
Grand Junction, Colorado

**Crista Lee Subdivision  
Grand Junction, CO**

**United Companies  
Grand Junction, CO**

Job No.  
90525-GJ

Drawn  
BW

Date  
3-24-04



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor St.  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

April 19, 2004

United Cos  
PO Box 3609  
Attn: Dan Quillen  
Grand Junction, CO 81502

Re: Sieve Analysis, Crista Lee Subdivision, Class 6, A.B.C., Jacob Wy., sta 1+50, 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"	91	
3/8"	80	
#4	59	30-65
#8	48	25-55
#16	40	
#30	35	
#50	26	
#100	17	
#200	11.9	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.: 90525-GJ



GRAND JUNCTION  
LINCOLN DeVORE, Inc.  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor St.  
Grand Junction, CO 81505

TEL: (970) 242-8968  
FAX: (970) 242-1561

April 28, 2004

United Cos  
PO Box 3609  
Attn: Dan Quillen  
Grand Junction, CO 81502

Re: Sieve Analysis, Crista Lee Subdivision, Class 6, A.B.C., Crista Lee Wy., sta 2+00,  
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"	89	
3/8"	79	
#4	59	30-65
#8	48	25-55
#16	40	
#30	35	
#50	25	
#100	16	
#200	11.7	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.: 90525-GJ



Client:	United Companies	GJLD Job No.:	90525-GJ
		Field Test By:	DC
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, Mia Dr., N, sta 0+60
Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		Test Specs.
Truck No.:	361	Slump (ASTM C-143)	2.0 Inches
Ticket No.:	115951	Air Content (ASTM C-231)	5.5 %
Date of Casting:	3-26-04	Conc. Temp. (ASTM C-1064)	66 °F
Mix ID/Description:	Class B	Test Taken @ chute	4 Yards
28-Day Req. Strength:	3000	Water Added	5 Gal.
Aggregate Correction Factor:	YES / <b>NO</b>		

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	8.25	4.00	12.57	141.8	40800	3250	CM	4-2	7
2	8.00	8.30	4.01	12.63	142.0	53800	4260	CM	4-23	28
3	8.00	8.30	4.00	12.57	142.7	57610	4580	CM	4-23	28
4	8.00	8.35	4.01	12.63	142.8		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) 4-23-04 <i>[Signature]</i>	<b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b>  BY: <i>[Signature]</i>





**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado


**CONCRETE COMPRESSIVE TEST REPORT**


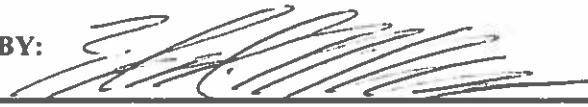

Client:	United Companies	GJLD Job No.:	90525-GJ
		Field Test By:	DC, GS
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, SE Jacob Wy., sta 2+00

Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		Test Specs.
Truck No.:	361	Slump (ASTM C-143)	2.25 Inches
Ticket No.:	116074	Air Content (ASTM C-231)	6.6 %
Date of Casting:	3-30-04	Conc. Temp. (ASTM C-1064)	64 °F
Mix ID/Description:	Class B	Test Taken @ chute	4.5 Yards
28-Day Req. Strength:	3000	Water Added	5 Gal.
Aggregate Correction Factor:	YES / <b>NO</b>		

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
5	8.00	8.15	4.00	12.57	140.1	35720	2840	CM	4-6	7
6	8.00	8.15	4.01	12.63	139.4	55160	4370	CM	4-27	28
7	8.00	8.10	4.00	12.57	139.2	53140	4230	CM	4-27	28
8	8.00	8.10	4.00	12.57	139.2		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) 4-27-04 	GRAND JUNCTION LINCOLN DeVORE, Inc. BY: 

 <p><b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b> GEOTECHNICAL ENGINEERS-GEOLOGISTS Grand Junction, Colorado</p>	<p><b>CONCRETE COMPRESSIVE TEST REPORT</b></p>
--	--

Client:	United Companies				GJLD Job No.:	90525-GJ				
					Field Test By:	DC, GS				
Project:	Crista Lee Subdivision				Location of Test:	Sidewalk/curb, S Four Corners Dr., sta 3+75				
Concrete Contractor:					Cement Type:					
Concrete Supplier:	United						Test	Specs.		
Truck No.:	361				Slump (ASTM C-143)	2.0	Inches			
Ticket No.:	116082				Air Content (ASTM C-231)	5.9	%			
Date of Casting:	3-30-04				Conc. Temp. (ASTM C-1064)	60	°F			
Mix ID/Description:	Class B				Test Taken @ chute	4	Yards			
28-Day Req. Strength:	3000				Water Added	0	Gal.			
Aggregate Correction Factor:	YES / <b>NO</b>									
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
9	8.00	8.25	4.00	12.57	141.8	41720	3320	CM	4-6	7
10	8.00	8.25	4.00	12.57	141.8	58250	4640	CM	4-27	28
11	8.00	8.25	4.00	12.57	141.8	59720	4750	CM	4-27	28
12	8.00	8.25	4.01	12.63	141.1		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) 4-27-04 				GRAND JUNCTION LINCOLN DeVORE, Inc. BY: 					
 <b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b> GEOTECHNICAL ENGINEERS-GEOLOGISTS Grand Junction, Colorado					<b>CONCRETE COMPRESSIVE TEST REPORT</b>					

Client:	United Companies	GJLD Job No.:	90525-GJ
		Field Test By:	DC, GS
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, SW corner of Four Corners Dr & Jacob Wy
Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		Test Specs.
Truck No.:	366	Slump (ASTM C-143)	2.0 Inches
Ticket No.:	116142	Air Content (ASTM C-231)	6.1 %
Date of Casting:	3-31-04	Conc. Temp. (ASTM C-1064)	62 °F
Mix ID/Description:	Class B	Test Taken @ chute	4 Yards
28-Day Req. Strength:	3000	Water Added	2 Gal.
Aggregate Correction Factor:	YES / <b>(NO)</b>		

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
13	8.00	8.30	4.02	12.69	141.3	39940	3150	CM	4-7	7
14	8.00	8.30	4.03	12.76	140.6	55930	4380	CM	4-28	28
15	8.00	8.30	4.03	12.76	140.6	58650	4600	CM	4-28	28
16	8.00	8.25	4.02	12.69	140.4		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) 4-28-04 <i>[Signature]</i>	<b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b>  BY: <i>[Signature]</i>




**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado

**CONCRETE COMPRESSIVE TEST REPORT**

Client:	United Companies	GJLD Job No.:	90525-GJ
		Field Test By:	DC, GS
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, SW corner of Four Corners Dr & Jacob Wy
Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		Test Specs.
Truck No.:	366	Slump (ASTM C-143)	2.0 Inches
Ticket No.:	116142	Air Content (ASTM C-231)	6.1 %
Date of Casting:	3-31-04	Conc. Temp. (ASTM C-1064)	62 °F
Mix ID/Description:	Class B	Test Taken @ chute	4 Yards
28-Day Req. Strength:	3000	Water Added	2 Gal.
Aggregate Correction Factor:	YES / <b>NO</b>		

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
13	8.00	8.30	4.02	12.69	141.3	39940	3150	CM	4-7	7
14	8.00	8.30	4.03	12.76	140.6		0		4-28	28
15	8.00	8.30	4.03	12.76	140.6		0		4-28	28
16	8.00	8.25	4.02	12.69	140.4		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) 4-7-04	<b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b>  <b>BY:</b> 




**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado

**CONCRETE COMPRESSIVE TEST REPORT**

Client:	United Companies	GJLD Job No: Field Test By:	90525-GJ DC, GS
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, S Four Corners Dr., sta 3+75
Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		Test Specs.
Truck No.:	361	Slump (ASTM C-143)	2.0 Inches
Ticket No.:	116082	Air Content (ASTM C-231)	5.9 %
Date of Casting:	3-30-04	Conc. Temp. (ASTM C-1064)	60 °F
Mix ID/Description:	Class B	Test Taken @ chute	4 Yards
28-Day Req. Strength:	3000	Water Added	0 Gal.
Aggregate Correction Factor:	YES / <b>(NO)</b>		

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
9	8.00	8.25	4.00	12.57	141.8	41720	3320	CM	4-6	7
10	8.00	8.25	4.00	12.57	141.8		0		4-27	28
11	8.00	8.25	4.00	12.57	141.8		0		4-27	28
12	8.00	8.25	4.01	12.63	141.1		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) 4-6-04	<b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b> <b>BY:</b> 




**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado

**CONCRETE COMPRESSIVE TEST REPORT**

Client:	United Companies	GJLD Job No.:	90525-GJ
		Field Test By:	DC, GS
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, SE Jacob Wy., sta 2+00

Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		
Truck No.:	361	Slump (ASTM C-143)	2.25 Inches
Ticket No.:	116074	Air Content (ASTM C-231)	6.6 %
Date of Casting:	3-30-04	Conc. Temp. (ASTM C-1064)	64 °F
Mix ID/Description:	Class B	Test Taken @ chute	4.5 Yards
28-Day Req. Strength:	3000	Water Added	5 Gal.
Aggregate Correction Factor:	YES / <b>NO</b>		

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
5	8.00	8.15	4.00	12.57	140.1	35720	2840	CM	4-6	7
6	8.00	8.15	4.01	12.63	139.4		0		4-27	28
7	8.00	8.10	4.00	12.57	139.2		0		4-27	28
8	8.00	8.10	4.00	12.57	139.2		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) 4-6-04	GRAND JUNCTION LINCOLN DeVORE, Inc.  BY: 




**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado

**CONCRETE COMPRESSIVE TEST REPORT**

Client:	United Companies	GJLD Job No.:	90525-GJ
		Field Test By:	DC
Project:	Crista Lee Subdivision	Location of Test:	Sidewalk/curb, Mia Dr., N, sta 0+60
Concrete Contractor:		Cement Type:	
Concrete Supplier:	United		
Truck No.:	361	Slump (ASTM C-143)	2.0 Inches
Ticket No.:	115951	Air Content (ASTM C-231)	5.5 %
Date of Casting:	3-26-04	Conc. Temp. (ASTM C-1064)	66 °F
Mix ID/Description:	Class B	Test Taken @ chute	4 Yards
28-Day Req. Strength:	3000	Water Added	5 Gal.
Aggregate Correction Factor:	YES / <b>NO</b>		

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	8.25	4.00	12.57	141.8	40800	3250	CM	4-2	7
2	8.00	8.30	4.01	12.63	142.0		0		4-23	28
3	8.00	8.30	4.00	12.57	142.7		0		4-23	28
4	8.00	8.35	4.01	12.63	142.8		0			Reserve

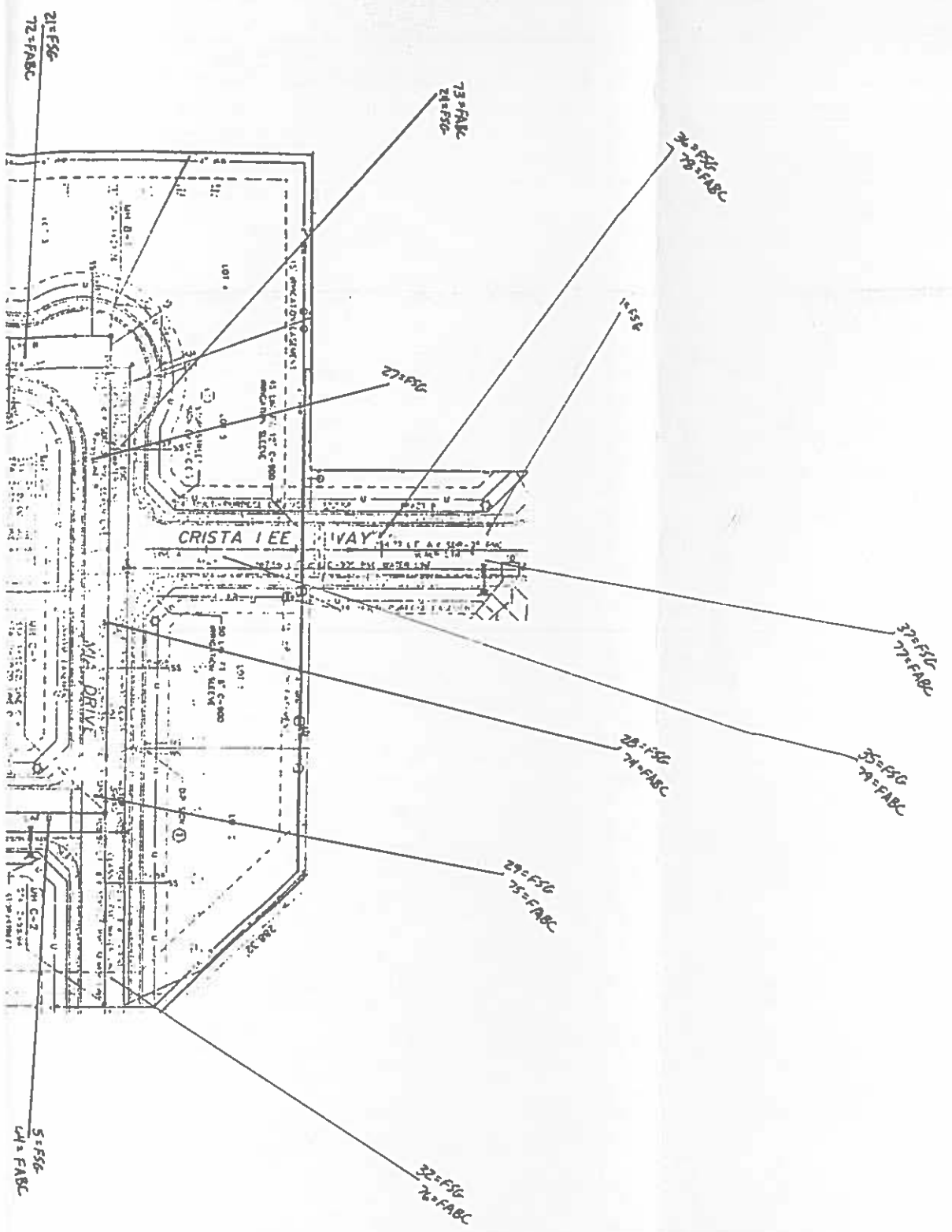
Remarks:	Sample Break Using Neoprene 'Capping'	Grand Junction Lincoln-DeVore requires a minimum of 1 Working Days notice to schedule personnel for any field testing and observations.
Specimen or Cap Defects:		Grand Junction Lincoln-DeVore cannot be responsible for any interpretations of the test results 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) 4-2-04	<b>GRAND JUNCTION LINCOLN DeVORE, Inc.</b>  BY: 



**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS-GEOLOGISTS  
Grand Junction, Colorado

**CONCRETE COMPRESSIVE TEST REPORT**






**LEGEND**

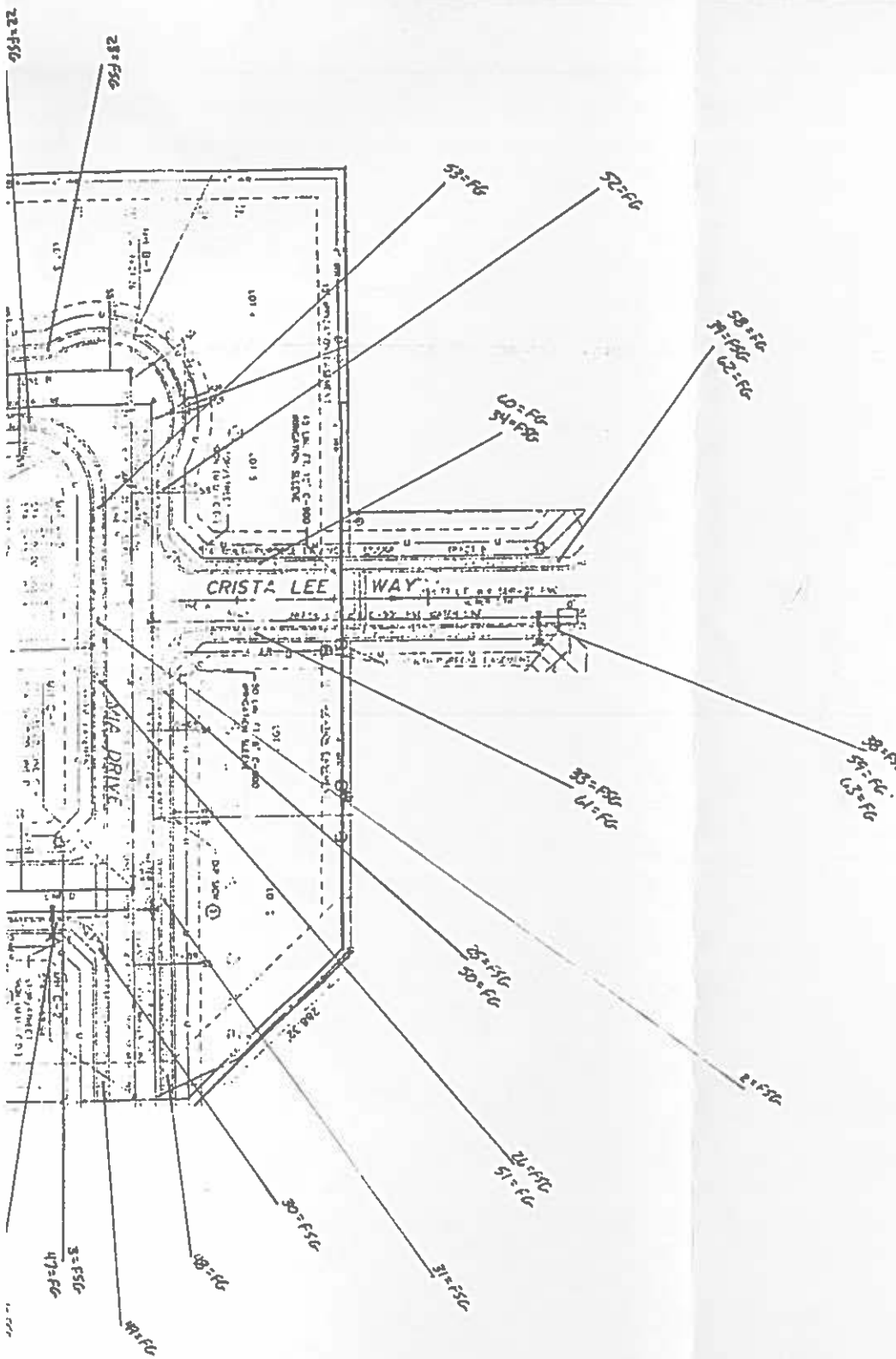
- AG - AT GRADE
- FG - FINAL GRADE
- BG - BELOW GRADE
- BSG - BELOW SUBGRADE
- SG - SUBGRADE
- PL - PROPERTY LINE
- AC - ASPHALTIC CONCRETE
- ABC - AGGREGATE BASE
- BCG - BASE COURSE GRADE
- FSG - FINAL SUBGRADE
- SG - SUBGRADE
- MH# - MANHOLE #

# \_\_\_\_\_ REFERS TO DENSITY TEST NUMBER  
 ONLY PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

**ROAD DENSITY TESTING**

Project: \_\_\_\_\_  
 Mapping From: \_\_\_\_\_

 <b>GRAND JUNCTION LINCOLN DeVORE</b>	1441 MOTOR STREET GRAND JCT., COLORADO 970-242-8068 (fax 970-242-1681)	JOB # <u>40526-6J</u>	SHEET <u>1</u> OF <u>2</u>
	DRAWN BY <u>DC</u>	SCALE: VARIES	DATE: <u>5-17-04</u>
CHECKED BY <u>KS</u>	FILE # <u>UTILITY</u>		



**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  
 Y PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

**SIDEWALK DENSITY TESTING**

Project:  
 Mapping From:




1441 MOTOR STREET  
 GRAND JCT., COLORADO  
 970-242-8988 (fax 970-242-1681)


JOB #	9052503	SHEET	2
DRAWN BY	DC	SCALE	VARIABLE
CHECKED BY	KS	DATE	5-17-04
FILE #	DETAILS/UTILITY	REV.	

Client: Haven Construction	Report No: 1
Project: Christa Lee Subdivision	Date of Test: 11-14-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
1	Sewer main between MH A1 & A2 @ -4' BSG	98	95	12.1	+2	124.0@13.6	C
2	Sewer main between MH A1 & A2 @ -2' BSG	96	95	12.4	+2	124.0@13.6	C
3	Sewer main between MH A1 & A2 @ FSG	98	95	4.9	+2	138.9@6.9	PR

DISTRIBUTION: I-Client	<b>KEY:</b> * 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>		

<b>NOTE:</b> 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: Haven Construction	Report No: 2
Project: Crista Lee Subdivision	Date of Test: 11-24-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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	SS, Lot 2, Blk 1 @ -4' BSG	96	95	13.5	+2	118.6@15.2	C
5	SS, Lot 2, Blk 1 @ -2' BSG	96	95	13.6	+2	118.6@15.2	C
6	SS, Lot 2, Blk 1 @ FSG	97	95	13.6	+2	118.6@15.2	C
7	Sewer main between MH C1 & C2 @ -4' BSG	99	95	13.4	+2	118.6@15.2	C
8	Sewer main between MH C1 & C2 @ -2' BSG	95	95	14.0	+2	118.6@15.2	C
9	Sewer main between MH C1 & C2 @ FSG	97	95	14.3	+2	118.6@15.2	C
10	Sewer main between MH A1 & C1 @ -4' BSG	97	95	13.9	+2	118.6@15.2	C
11	Sewer main between MH A1 & C1 @ -2' BSG	97	95	14.1	+2	118.6@15.2	C
12	Sewer main between MH A1 & C1 @ FSG	97	95	13.7	+2	118.6@15.2	C
13	SS, Lot 1, Blk 1 @ -4' BSG	99	95	13.8	+2	118.6@15.2	C
14	SS, Lot 1, Blk 1 @ -2' BSG	99	95	13.4	+2	118.6@15.2	C
15	SS, Lot 1, Blk 1 @ FSG	98	95	13.4	+2	118.6@15.2	C
16	Sewer main between MH A1 & B1 @ -4' BSG	98	95	13.6	+2	118.6@15.2	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:
1-Client			<b>FILL DENSITY TEST DAILY REPORT</b>
1-Vista Eng.			
1-Westwater Eng.			


<p>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.</p>	<p>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</p>	<p>Nuclear Density Testing is performed for acceptance control and is combined with visual and penetration methods.</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p><b>GRAND JUNCTION LINCOLN DeVORE</b></p> </div> <div style="text-align: right;"> <p>Geotechnical Engineers-Geologists</p> </div> </div>
---	--	--

Client: Haven Construction	Report No: 2
Project: Crista Lee Subdivision	Date of Test: 11-24-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
17	Sewer main between MH A <sub>2</sub> & B1 @ -2' BSG	98	95	13.6	+2	118.6@15.2	C
18	Sewer main between MH A <sub>2</sub> & B1 @ FSG	98	95	13.9	+2	118.6@15.2	C
19	SS, Lot 5, Blk 3 @ -4' BSG	98	95	13.7	+2	118.6@15.2	C
20	SS, Lot 5, Blk 3 @ -2' BSG	97	95	13.8	+2	118.6@15.2	C
21	SS, Lot 5, Blk 3 @ FSG	97	95	13.9	+2	118.6@15.2	C
22	SS, Lot 4, Blk 3 @ -4' BSG	97	95	14.2	+2	118.6@15.2	C
23	SS, Lot 4, Blk 3 @ -2' BSG	96	95	14.4	+2	118.6@15.2	C
24	SS, Lot 4, Blk 3 @ FSG	97	95	14.1	+2	118.6@15.2	C


DISTRIBUTION:	Page 2 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---

Client: Haven Construction	Report No: 3
Project: Crista Lee Subdivision	Date of Test: 11-26-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
25	Sewer main between MH C1 & D1 @ -4' BSG	97	95	13.3	+2	118.6@15.2	C
26	Sewer main between MH C1 & D1 @ -2' BSG	97	95	13.6	+2	118.6@15.2	C
27	Sewer main between MH C1 & D1 @ FSG	96	95	14.1	+2	118.6@15.2	C
28	SS, Lot 1, Blk 2 @ -4' BSG	98	95	13.9	+2	118.6@15.2	C
29	SS, Lot 1, Blk 2 @ -2' BSG	97	95	13.9	+2	118.6@15.2	C
30	SS, Lot 1, Blk 2 @ FSG	97	95	13.9	+2	118.6@15.2	C
31	SS, Lot 6, Blk 4 @ -4' BSG	98	95	14.1	+2	118.6@15.2	C
32	SS, Lot 6, Blk 4 @ -2' BSG	97	95	14.0	+2	118.6@15.2	C
33	SS, Lot 6, Blk 4 @ FSG	99	95	13.6	+2	118.6@15.2	C


DISTRIBUTION: 1-Client 1-Vista Eng. 1-Westwater Eng.	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: Haven Construction	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 12-1-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
34	SS, Lot 5, Blk 4 @ 2' BSG	97	95	16.6	+2	109.4@17.5	C
35	SS, Lot 5, Blk 4 @ FSG	97	95	13.1	+2	123.3@14.6	C
36	SS, Lot 2, Blk 2 @ 2' BSG	88*	95	14.2**	+2	109.4@17.5	C
37	SS, Lot 2, Blk 2 @ FSG	95	95	17.6	+2	107.0@19.0	C
38	SS, Lot 3, Blk 2 @ 2' BSG	100	95	13.3	+2	123.3@14.6	C
39	SS, Lot 3, Blk 2 @ FSG	95	95	14.4	+2	117.8@16.1	C
40	SS, Lot 4, Blk 2 @ 2' BSG	95	95	18.0	+2	107.0@19.0	C
41	SS, Lot 4, Blk 2 @ FSG	95	95	18.6	+2	107.0@19.0	C
42	SS, Lot 4, Blk 4 @ 2' BSG	96	95	18.1	+2	107.0@19.0	C
43	SS, Lot 4, Blk 4 @ FSG	90*	95	19.1	+2	107.0@19.0	C
44	SS, Lot 5, Blk 2 @ 2' BSG	87*	95	17.7	+2	107.0@19.0	C
45	SS, Lot 5, Blk 2 @ FSG	89*	95	16.2**	+2	107.0@19.0	C
46	SS, Lot 6, Blk 2 @ 2' BSG	83*	95	17.6	+2	107.0@19.0	C


DISTRIBUTION: Page 1 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client	** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.	S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.	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
--	---	--	---

Client: Haven Construction	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 12-1-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
47	SS, Lot 6, Blk 2 @ FSG	83*	95	15.3**	+2	107.0@19.0	C
48	Sewer main between MH B3 & B2 @ FSG	96	95	18.8	+2	107.0@19.0	C
49	Sewer main between MH B3 & B2 @ 2' BSG	99	95	18.5	+2	107.0@19.0	C
50	SS, Lot 7, Blk 2 @ FSG	98	95	17.3	+2	107.0@19.0	C
51	SS, Lot 7, Blk 2 @ 2' BSG	96	95	19.5	+2	107.0@19.0	C
52	SS, Lot 8, Blk 2 @ FSF	95	95	18.2	+2	107.0@19.0	C
53	SS, Lot 8, Blk 2 @ 2' BSG	95	95	18.5	+2	107.0@19.0	C
54	SS, Lot 1, Blk 3 @ FSG	96	95	17.5	+2	107.0@19.0	C
55	SS, Lot 1, Blk 3 @ 2' BSG	98	95	17.8	+2	107.0@19.0	C
56	SS, Lot 3, Blk 4 @ FSG	98	95	14.1	+2	117.8@16.1	C
57	SS, Lot 3, Blk 4 @ 2' BSG	93*	95	16.0**	+2	107.0@19.0	C
58	Sewer main between MH B1 & B2 @ FSG	100	95	17.0	+2	107.0@19.0	C
59	Sewer main between MH B1 & B2 @ 2' BSG	99	95	18.0	+2	107.0@19.0	C

DISTRIBUTION:	Page 2 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DEVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---




Client: Haven Construction	Report No: 4
Project: Crista Lee Subdivision	Date of Test: 12-1-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
60	SS, Lot 2, Blk 4 @ FSG	100	95	17.5	+2	107.0@19.0	C
61	SS, Lot 2, Blk 4 @ 2' BSG	92*	95	19.7	+2	107.0@19.0	C
62	SS, Lot 2, Blk 3 @ FSG	98	95	18.8	+2	107.0@19.0	C
63	SS, Lot 2, Blk 3 @ 2' BSG	97	95	17.2	+2	107.0@19.0	C
64	SS, Lot 1, Blk 4 @ 2' BSG	97	95	14.5	+2	117.8@16.1	C
65	SS, Lot 1, Blk 4 @ FSG	97	95	14.0**	+2	107.0@19.0	C
66	SS, Lot 3, Blk 3 @ 2' BSG	86*	95	15.8**	+2	107.0@19.0	C
67	SS, Lot 3, Blk 3 @ FSG	89*	95	12.0**	+2	107.0@19.0	C


DISTRIBUTION:	Page 3 of 3	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---

Client: Haven Construction	Report No: 5
Project: Crista Lee Subdivision	Date of Test: 12-2-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
68	Sewer MH B1 @ 2' BSG	98	95	16.1	+2	109.4@17.5	C
69	Sewer MH B1 @ FSG	96	95	16.3	+2	109.4@17.5	C
70	Sewer MH A2 @ 2' BSG	96	95	16.0	+2	109.4@17.5	C
71	Sewer MH A2 @ FSG	95	95	14.5	+2	117.8@16.1	C
72	Sewer MH C1 @ 2' BSG	99	95	16.6	+2	109.4@17.5	C
73	Sewer MH C1 @ FSG	99	95	17.0	+2	109.4@17.5	C
74	Sewer MH C2 @ 2' BSG	97	95	16.1	+2	109.4@17.5	C
75	Sewer MH C2 @ FSG	99	95	17.4	+2	109.4@17.5	C
76	Sewer MH D1 @ FSG	100	95	15.7	+2	109.4@17.5	C
77	Sewer MH D1 @ 2' BSG	98	95	17.3	+2	109.4@17.5	C
78	Sewer MH B3 @ FSG	98	95	16.1	+2	109.4@17.5	C
79	Sewer MH B3 @ 2' BSG	95	95	16.8	+2	109.4@17.5	C
80	Sewer MH B2 @ FSG	95	95	16.2	+2	117.8@16.1	C

DISTRIBUTION:	Page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---


Client: Haven Construction	Report No: 5
Project: Crista Lee Subdivision	Date of Test: 12-2-03
Location:	Test By: DA

Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
81	Sewer MH B2 @ 2' BSG	96	95	17.1	+2	109.4@17.5	C


DISTRIBUTION: Page 2 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: 
1-Client 1-Vista Eng. 1-Westwater Eng.		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: Haven Construction	Report No: 6
Project: Crista Lee Subdivision	Date of Test: 12-3-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
82	Irrigation x-ing, E end of Mia St, sta 2+70 @ FSG	100	95	13.6	+2	123.3@14.6	C
83	Irrigation x-ing, Mia St., sta 0+50 @ FSG	98	95	16.1	+2	117.8@16.1	C
84	Irrigation x-ing, W end of Four Corner Dr., property line @ FSG	97	95	18.4	+2	107.0@19.0	C
85	Irrigation x-ing, Crista Lee Wy., sta 1+70 @ FSG	100	95	13.3	+2	123.3@14.6	C
67A	RETEST	96	95	14.1	+2	117.8@16.1	C
66A	RETEST	97	95	15.8	+2	117.8@16.1	C
65A	RETEST	96	95	15.1	+2	117.8@16.1	C
61A	RETEST	98	95	15.5	+2	117.8@16.1	C
43A	RETEST	97	95	20.0	+2	107.0@19.0	C
47A	RETEST	98	95	18.5	+2	107.0@19.0	C
46A	RETEST	96	95	17.9	+2	107.0@19.0	C
44A	RETEST	98	95	19.0	+2	107.0@19.0	C
45A	RETEST	96	95	18.9	+2	107.0@19.0	C


DISTRIBUTION:	Page 1 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---

Client: Haven Construction	Report No: 6
Project: Crista Lee Subdivision	Date of Test: 12-3-03
Location:	Test By: DA
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
36A	RETEST	100	95	17.5	+2	107.0@19.0	C


DISTRIBUTION:	Page 2 of 2	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---

Client: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
86	Water main, Crista Lee Wy., sta 0+50 @ -2' BSG	96	95	16.2	+2	117.8@15.6	C
87	Water main, Crista Lee Wy., sta 0+50 @ FSG	99	95	14.1	+2	117.8@15.6	C
88	Water main, Crista Lee Wy., sta 2+50 @ -2' BSG	99	95	14.2	+2	117.8@15.6	C
89	Water main, Crista Lee Wy., sta 2+50 @ FSG	98	95	14.3	+2	117.8@15.6	C
90	Water valves intersection of Crista Lee & Mia Dr @ -2' BSG	97	95	14.4	+2	117.8@15.6	C
91	Water valves intersection of Crista Lee & Mia Dr @ FSG	98	95	14.5	+2	117.8@15.6	C
92	Water main, Mia Dr., sta 1+00 @ -2' BSG	99	95	19.0	+2	107.0@19.0	C
93	Water main, Mia Dr., sta 1+00 @ FSG	99	95	18.9	+2	107.0@19.0	C
94	Water main, Mia Dr., sta 3+00 @ -2' BSG	99	95	18.9	+2	107.0@19.0	C
95	Water main, Mia Dr., sta 3+00 @ FSG	99	95	18.6	+2	107.0@19.0	C
96	WS, Lots 4 & 5, Blk 3 @ -2' BSG	97	95	18.2	+2	107.0@19.0	C
97	WS, Lots 4 & 5, Blk 3 @ FSG	96	95	19.5	+2	107.0@19.0	C
98	Water main, Tianna Wy., sta 0+50 @ -2' BSG	96	95	19.9	+2	107.0@19.0	C


DISTRIBUTION: Page 1 of 6	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-Client I-Vista Eng. I-Westwater Eng.		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: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
99	Water main, Tianna Wy., sta 0+50 @ FSG	97	95	19.2	+2	107.0@19.0	C
100	WS, Lot 3, Blk 3 @ -2' BSG	97	95	18.5	+2	107.0@19.0	C
101	WS, Lot 3, Blk 3 @ FSG	98	95	14.0	+2	117.8@15.6	C
102	WS, Lots 1 & 2, Blk 4 @ -2' BSG	96	95	18.8	+2	107.0@19.0	C
103	WS, Lots 1 & 2, Blk 4 @ FSG	96	95	19.5	+2	107.0@19.0	C
104	WS, Lots 1 & 2, Blk 3 @ -2' BSG	98	95	19.8	+2	107.0@19.0	C
105	WS, Lots 1 & 2, Blk 3 @ FSG	97	95	19.6	+2	107.0@19.0	C
106	Water main, Tianna Wy., sta 2+50 @ -2' BSG	98	95	19.1	+2	107.0@19.0	C
107	Water main, Tianna Wy., sta 2+50 @ FSG	97	95	19.3	+2	107.0@19.0	C
108	Water valves intersection of Tianna & Four Corners Dr @ -2' BSG	97	95	19.8	+2	107.0@19.0	C
109	Water valves intersection of Tianna & Four Corners Dr @ FSG	97	95	20.2	+2	107.0@19.0	C
110	WS, Lots 7 & 8, Blk 2 @ -2' BSG	98	95	18.6	+2	107.0@19.0	C
111	WS, Lots 7 & 8, Blk 2 @ FSG	97	95	18.7	+2	107.0@19.0	C


DISTRIBUTION:	Page 2 of 6	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---

Client: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
112	Water valve, Four Corners Dr., sta 4+00 @ -2' BSG	99	95	19.2	+2	107.0@19.0	C
113	Water valve, Four Corners Dr., sta 4+00 @ FSG	99	95	19.0	+2	107.0@19.0	C
114	Water main, Four Corners Dr., sta 0+50 @ -2' BSG	98	95	18.4	+2	107.0@19.0	C
115	Water main, Four Corners Dr., sta 0+50 @ FSG	97	95	20.3	+2	107.0@19.0	C
116	FH & valve, Four Corners Dr., sta 1+50 @ -2' BSG	97	95	18.8	+2	107.0@19.0	C
117	FH & valve, Four Corners Dr., sta 1+50 @ FSG	98	95	18.8	+2	107.0@19.0	C
118	Water main, Four Corners Dr., sta 2+50 @ -2' BSG	99	95	19.0	+2	107.0@19.0	C
119	Water main, Four Corners Dr., sta 2+50 @ FSG	99	95	18.5	+2	107.0@19.0	C
120	WS, Lot 3, Blk 4 @ -2' BSG	99	95	18.8	+2	107.0@19.0	C
121	WS, Lot 3, Blk 4 @ FSG	98	95	19.1	+2	107.0@19.0	C
122	WS, Lot 4, Blk 4 @ -2' BSG	98	95	19.3	+2	107.0@19.0	C
123	WS, Lot 4, Blk 4 @ FSG	99	95	19.0	+2	107.0@19.0	C
124	WS, Lots 5 & 6, Blk 2 @ -2' BSG	98	95	18.6	+2	107.0@19.0	C

DISTRIBUTION:	Page 3 of 6	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---




Client: Haven Construction	Report No: 7
Project: Crista Lee Subdivision	Date of Test: 12-10-03
Location:	Test By: RL, BK
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
125	WS, Lots 5 & 6, Blk 2 @ FSG	99	95	19.0	+2	107.0@19.0	C
126	Water main, Four Corners Dr., sta ??? @ -2' BSG	97	95	19.5	+2	107.0@19.0	C
127	Water main, Four Corners Dr., sta ??? @ FSG	99	95	19.1	+2	107.0@19.0	C
128	WS, Lot 3, Blk 2 @ -2' BSG	97	95	20.7	+2	107.0@19.0	C
129	WS, Lot 3, Blk 2 @ FSG	99	95	19.2	+2	107.0@19.0	C
130	WS, Lot 4, Blk 2 @ -2' BSG	99	95	18.4	+2	107.0@19.0	C
131	WS, Lot 4, Blk 2 @ FSG	98	95	18.7	+2	107.0@19.0	C
132	Water main, Jacob Wy., sta 2+50 @ -2' BSG	100	95	18.2	+2	107.0@19.0	C
133	Water main, Jacob Wy., sta 2+50 @ FSG	99	95	18.1	+2	107.0@19.0	C
134	WS, Lot 3, Blk 2 @ -2' BSG	99	95	18.6	+2	107.0@19.0	C
135	WS, Lot 3, Blk 2 @ FSG	99	95	18.9	+2	107.0@19.0	C
136	WS, Lot 2, Blk 2 @ -2' BSG	96	95	14.7	+2	117.8@15.6	C
137	WS, Lot 2, Blk 2 @ FSG	95	95	14.4	+2	117.8@15.6	C

DISTRIBUTION:	Page 4 of 6	KEY: * Fails Compaction Spec. C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC.
1-Client		** Fails Moisture Spec. NC = NonCohesive	BY: 
1-Vista Eng.		S Standard Proctor ABC = Aggregate Base	FILL DENSITY TEST DAILY REPORT
1-Westwater Eng.		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
--	---	--	---



Client: Haven Construction				Report No: 7				
Project: Crista Lee Subdivision				Date of Test: 12-10-03				
Location:				Test By: RL, BK				
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
138	WS, Los 5 & 6, Blk 4 @ -2' BSG	99	95	19.1	+2	107.0@19.0	C
139	WS, Los 5 & 6, Blk 4 @ FSG	99	95	19.2	+2	107.0@19.0	C
140	Water main, Jacob Wy., sta 0+50 @ -2' BSG	99	95	18.7	+2	107.0@19.0	C
141	Water main, Jacob Wy., sta 0+50 @ FSG	98	95	18.7	+2	107.0@19.0	C
142	FH & valve, Jacob Wy., sta 0+30 @ -2' BSG	100	95	18.7	+2	107.0@19.0	C
143	FH & valve, Jacob Wy., sta 0+30 @ FSG	99	95	18.9	+2	107.0@19.0	C
144	Water valve intersection of Jacob Wy & Mia Dr @ -2' BSG	98	95	13.3	+2	123.3@13.9	C
145	Water valve intersection of Jacob Wy & Mia Dr @ FSG	99	95	13.8	+2	117.8@15.6	C
146	WS, Lot 1, Blk 1 @ -2' BSG	100	95	13.8	+2	117.8@15.6	C
147	WS, Lot 1, Blk 1 @ FSG	99	95	13.6	+2	117.8@15.6	C
148	WS, Lot 2, Blk 1 @ -2' BSG	98	95	14.4	+2	117.8@15.6	C
149	WS, Lot 2, Blk 1 @ FSG	99	95	14.2	+2	117.8@15.6	C
150	Water main, Mia Dr., sta 3+50 @ -2' BSG	95	95	14.2	+2	117.8@15.6	C

DISTRIBUTION: Page 5 of 6 I-Client I-Vista Eng. I-Westwater Eng.	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:  <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. <div style="text-align: right;">  <b>GRAND JUNCTION LINCOLN DeVORE</b>            Geotechnical Engineers-Geologists         </div>


Client: Haven Construction				Report No: 7			
Project: Crista Lee Subdivision				Date of Test: 12-10-03			
Location:				Test By: RL, BK			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
151	Water main, Mia Dr., sta 3+50 @ FSG		95		+2	117.8@15.6	C
DISTRIBUTION:		Page 6 of 6		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.	
1-Client				** Fails Moisture Spec. NC = NonCohesive		BY: 	
1-Vista Eng.				S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT	
1-Westwater Eng.				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	


Client: Haven Construction	Report No: 8
Project: Crista Lee Subdivision	Date of Test: 12-11-03
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
152	Sewer MH A1 @ -8' BSG	97	95	5.0	+2	138.9@6.9	C
153	Sewer MH A1 @ -6' BSG	98	95	5.1	+2	138.9@6.9	C
154	Sewer MH A1 @ -4' BSG	96	95	5.0	+2	138.9@6.9	C
155	Sewer MH A1 @ -2' BSG	99	95	5.2	+2	138.9@6.9	C
156	Sewer MH A1 @ FSG	95	95	5.5	+2	138.9@6.9	C
157	FH & valve, Crista Lee Wy., sta 0+50 @ -2' BSG	98	95	13.5	+2	118.6@15.2	C
158	FH & valve, Crista Lee Wy., sta 0+50 @ FSG	97	95	13.8	+2	118.6@15.2	C
159	Water main, Crista Lee Wy., sta 0+40 @ -2' BSG	97	95	13.5	+2	118.6@15.2	C
160	Water main, Crista Lee Wy., sta 0+40 @ FSG	99	95	13.5	+2	118.6@15.2	C

DISTRIBUTION: I-Client I-Vista Eng. I-Westwater Eng.	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: Haven Construction				Report No: 9				
Project: Crista Lee Subdivision				Date of Test: 2-12-04				
Location:				Test By: RL				
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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	
161	Utility x-ing, Crista Lee Wy., sta 2+20 @ FSG	97	95	19.0	+2	107.0@19.0	C	
162	Utility x-ing, Mia Dr., sta 0+25 @ FSG	96	95	19.5	+2	107.0@19.0	C	
163	Utility x-ing, Jacob Wy., sta 0+05 @ FSG	96	95	19.5	+2	107.0@19.0	C	
164	Utility x-ing, Four Corneys, sta 6+35 @ FSG	96	95	18.6	+2	107.0@19.0	C	
165	Utility x-ing, Four Corners Dr., W end @ FSG	96	95	19.8	+2	107.0@19.0	C	
166	Utility x-ing, Tianna Wy., sta 2+75 @ FSG	96	95	18.3	+2	107.0@19.0	C	
DISTRIBUTION:		KEY: * Fails Compaction Spec. C = Cohesive		GRAND JUNCTION LINCOLN DeVORE, INC.				
I-Client		** Fails Moisture Spec. NC = NonCohesive		BY: <i>RL</i>				
I-Vista Eng.		S Standard Proctor ABC = Aggregate Base		FILL DENSITY TEST DAILY REPORT				
I-Westwater Eng.		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: Haven Construction	Report No: 10
Project: Crista Lee Subdivision	Date of Test: 3-19-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
167	Irrigation Crossing, Crista Lee, sta 0+25. @ 1' BSG	100	95	15.9	+2	112.4@17.3	C
168	Irrigation Crossing, Crista Lee, sta 0+25. @ FSG	100	95	15.5	+2	112.4@17.3	C
169	Irrigation, Man Hole. Crista Lee, sta 0+25, @ FSG	96	95	16.0	+2	112.4@17.3	C

DISTRIBUTION:  I-Client  I-Vista Eng.  I-Westwater Eng.	KEY: * Fails Compaction Spec.	C = Cohesive	GRAND JUNCTION LINCOLN DeVORE, INC. <i>RL</i>
	** 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.	 <b>GRAND JUNCTION LINCOLN DeVORE</b> Geotechnical Engineers-Geologists
--	---	--	---


Client: Haven Construction				Report No: 11			
Project: Crista Lee Subdivision				Date of Test: 3-29-04			
Location:				Test By: RL			
Rock correction applied to proctor, as needed.				GJLD Job No: 90630-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
57A	RETEST	96	95	17.0	+2	112.4@17.3	C
56A	RETEST	96	95	17.3	+2	112.4@17.3	C
170	Sewer MH A2 @ -2' BSG	98	95	15.6	+2	115.3@16.5	C
171	Sewer MH A2 @ FSG	96	95	16.1	+2	115.3@16.5	C
DISTRIBUTION:		KEY: * Fails Compaction Spec. C = Cohesive			GRAND JUNCTION LINCOLN DeVORE, INC.		
I-Client		** Fails Moisture Spec. NC = NonCohesive			BY: <i>RL</i>		
I-Vista Eng.		S Standard Proctor ABC = Aggregate Base			FILL DENSITY TEST DAILY REPORT		
I-Westwater Eng.		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		

Client: Haven Construction	Report No: 12
Project: Crista Lee Subdivision	Date of Test: 4-15-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-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
172	Utility Crossing, Crista Lee Entrance, @ FSG	97	95	12.3	+2	123.3@13.9	C

<b>DISTRIBUTION:</b>  I-Client I-Vista Eng. I-Westwater Eng.	<b>KEY:</b> * Fails Compaction Spec. ** Fails Moisture Spec. S Standard Proctor M Modified Proctor	C = Cohesive NC = NonCohesive ABC = Aggregate Base PR = Pit Run	GRAND JUNCTION LINCOLN DeVORE, INC. <i>RL</i> BY: 
	<b>FILL DENSITY TEST DAILY REPORT</b>		

<b>NOTE:</b> 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
---	---	--	---

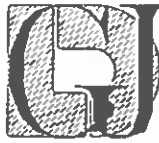


Client: Haven Construction	Report No: 13
Project: Crista Lee Subdivision	Date of Test: 5-4-04
Location:	Test By: RL
Rock correction applied to proctor, as needed.	GJLD Job No: 90630-GJ

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
173	Sewer, MH C-1, Grade Change, @ FSG	98	95	15.2	+2	115.1@16.5	C
174	Sewer, MH D-1, Grade Change, @ FSG	97	95	15.5	+2	115.1@16.5	C
175	Sewer, MH B-3, Grade Change, @ FSG	98	95	15.2	+2	115.1@16.5	C
176	Sewer, MH B-2, Grade Change, @ FSG	99	95	15.1	+2	115.1@16.5	C
177	Sewer, MH B-1 Grade Change, @ FSG	98	95	15.5	+2	115.1@16.5	C
178	Sewer, MH A-2, Grade Change, @ FSG	97	95	15.9	+2	115.1@16.5	C
179	Sewer, MH C-2, Grade Change, @ FSG	100	95	15.6	+2	115.1@16.5	C

<b>DISTRIBUTION:</b> I-Client I-Vista Eng. I-Westwater Eng.	<b>KEY:</b> * 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

<b>NOTE:</b> 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 Crista Lee Subdivision

Material Description Sandy lean clay

Soil Type CL

Test By DA, JS

Test Date 12-2-03

Sample # 1

**TEST RESULTS**

MAXIMUM DENSITY: 107.0 pcf  
OPTIMUM MOISTURE: 19.0%

ROCK CORRECTION:  
MAXIMUM DENSITY:  
OPTIMUM MOISTURE:

TEST METHOD: ASTM D-698 A  
PREP. METHOD: MOIST  
HAMMER: MANUAL  
FRACTION USED: #4  
MOLD SIZE: 4" diameter

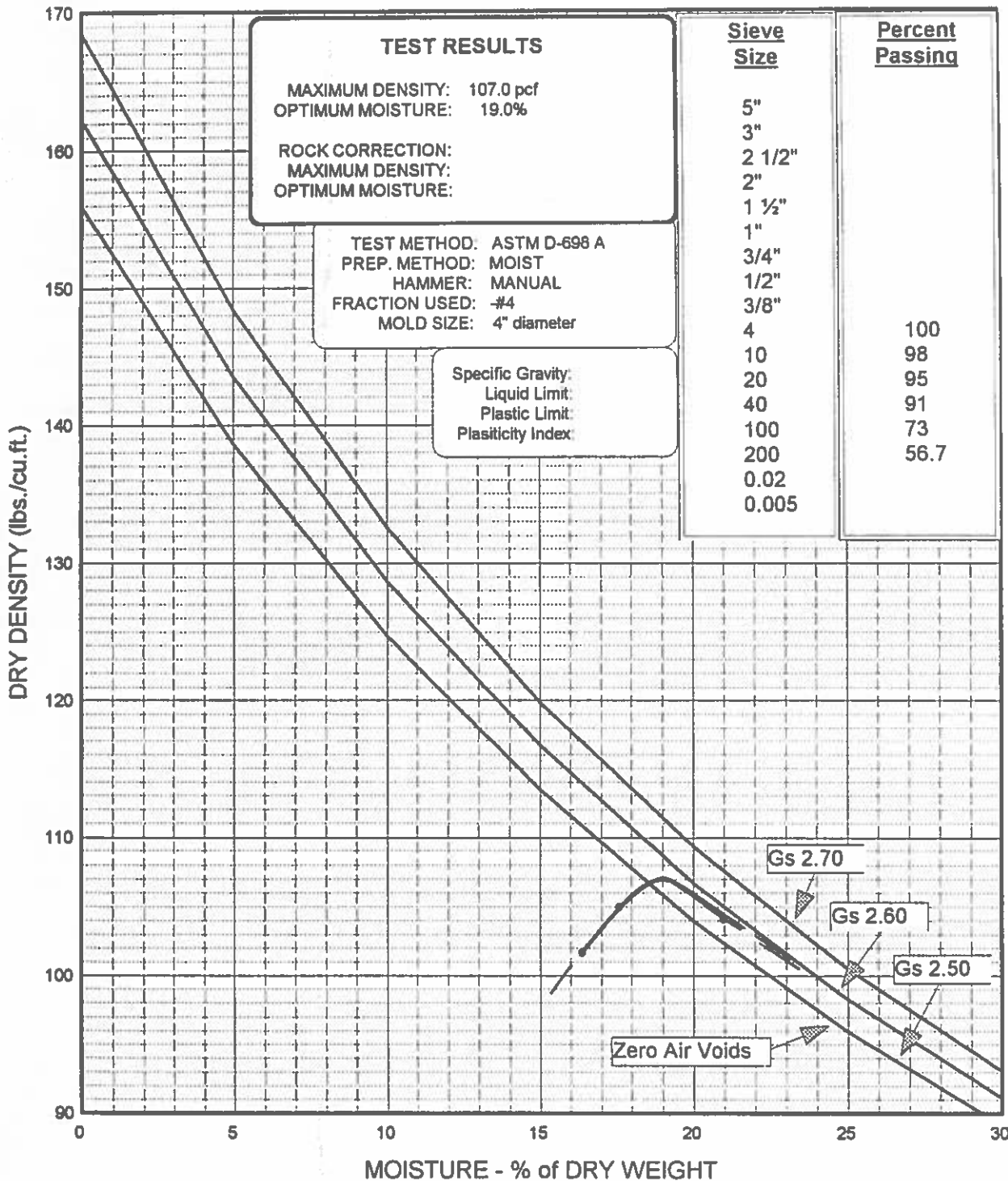
Specific Gravity:  
Liquid Limit:  
Plastic Limit:  
Plasticity Index:

**Sieve Size**

**Percent Passing**

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

100  
98  
95  
91  
73  
56.7



**GRAND JUNCTION  
LINCOLN - DeVORE, Inc.**

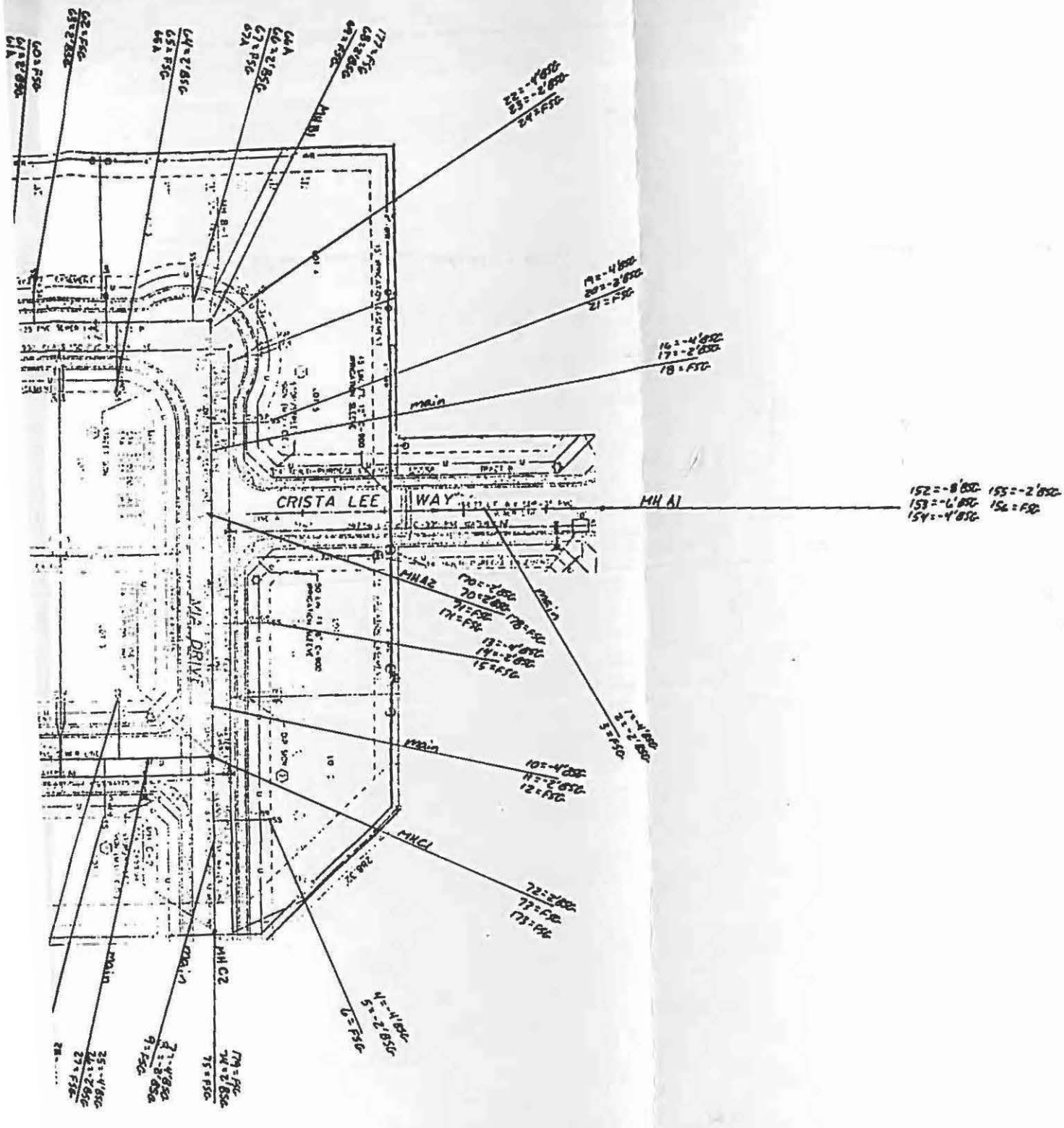
Geotechnical Consultants  
Grand Junction, Colorado

**Crista Lee Subdivision  
Grand Junction, CO  
Haven Construction  
Grand Junction, CO**

Job No.  
90630-GJ

Drawn  
BW

Date  
12-12-03



**LEGEND**

- AG - AT GRADE
- FG - FINAL GRADE
- BG - BELOW GRADE
- BSG - BELOW SUBGRADE
- IG - SUBGRADE
- L - PROPERTY LINE
- AC - ASPHALTIC CONCRETE
- ABC - AGGREGATE BASE
- BCG - BASE COARSE GRADE
- FSG - FINAL SUBGRADE
- SG - SUBGRADE
- MH - MANHOLE

— REFERS TO DENSITY REPORT NUMBER

ONLY PASSING TESTS HAVE BEEN PLOTTED and REFERENCED

**SEWER UTILITY DENSITY TESTING**



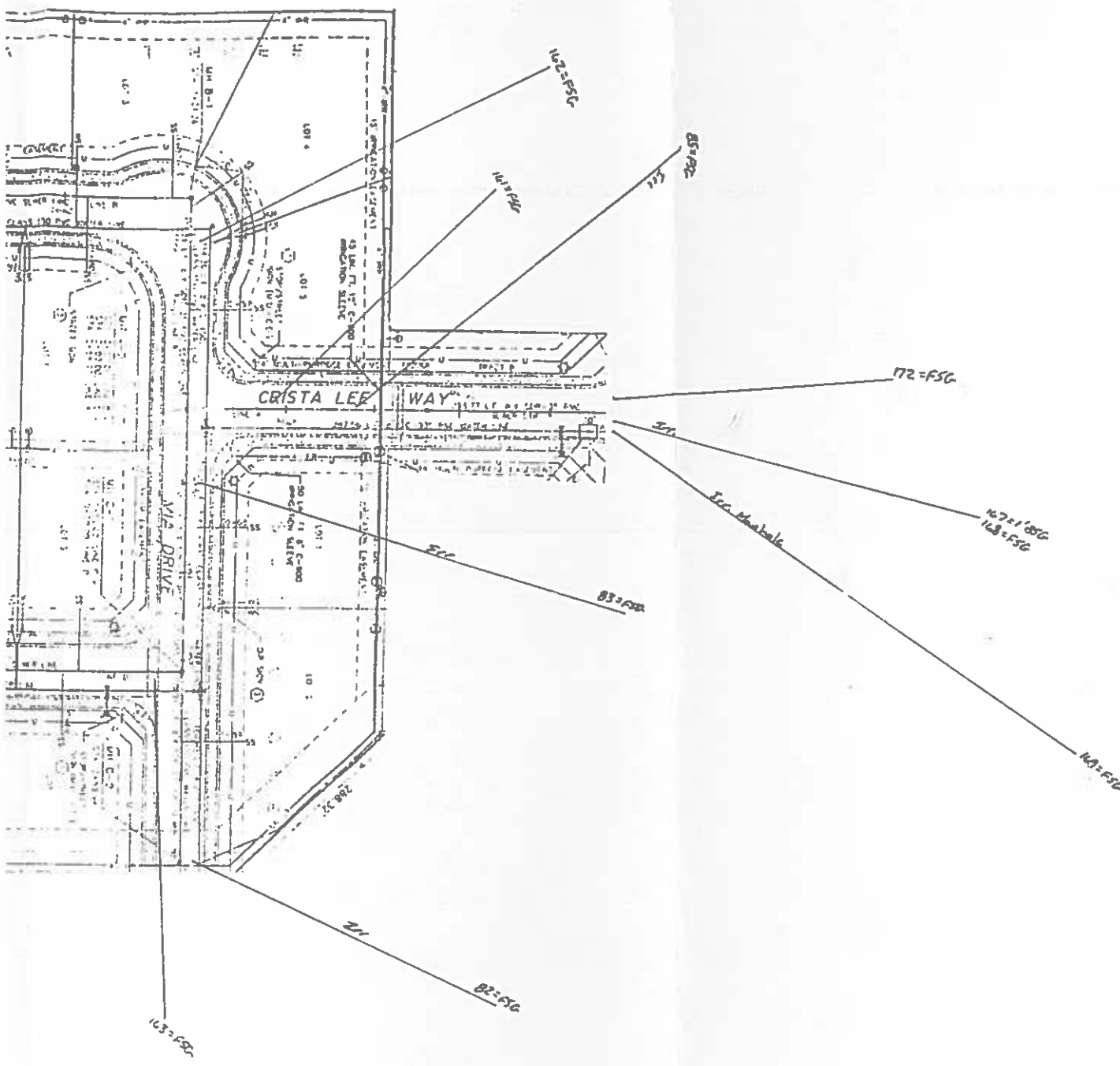
1441 MOTOR STREET  
 GRAND JCT., COLORADO  
 970-242-8968 (fax 970-242-1561)

JOB # 90630-03 SHEET 1 of 3

DRAWN BY: DC  
 CHECKED BY: JG

SCALE: VARIES

DATE: 5-17-04



**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        | SC - SUBGRADE           |
| PL - PROPERTY LINE   | MH - MANHOLE            |

FEETERS TO DENSITY REPORT NUMBER

ONLY PAVING TESTS HAVE BEEN PLOTTED and REFERENCED

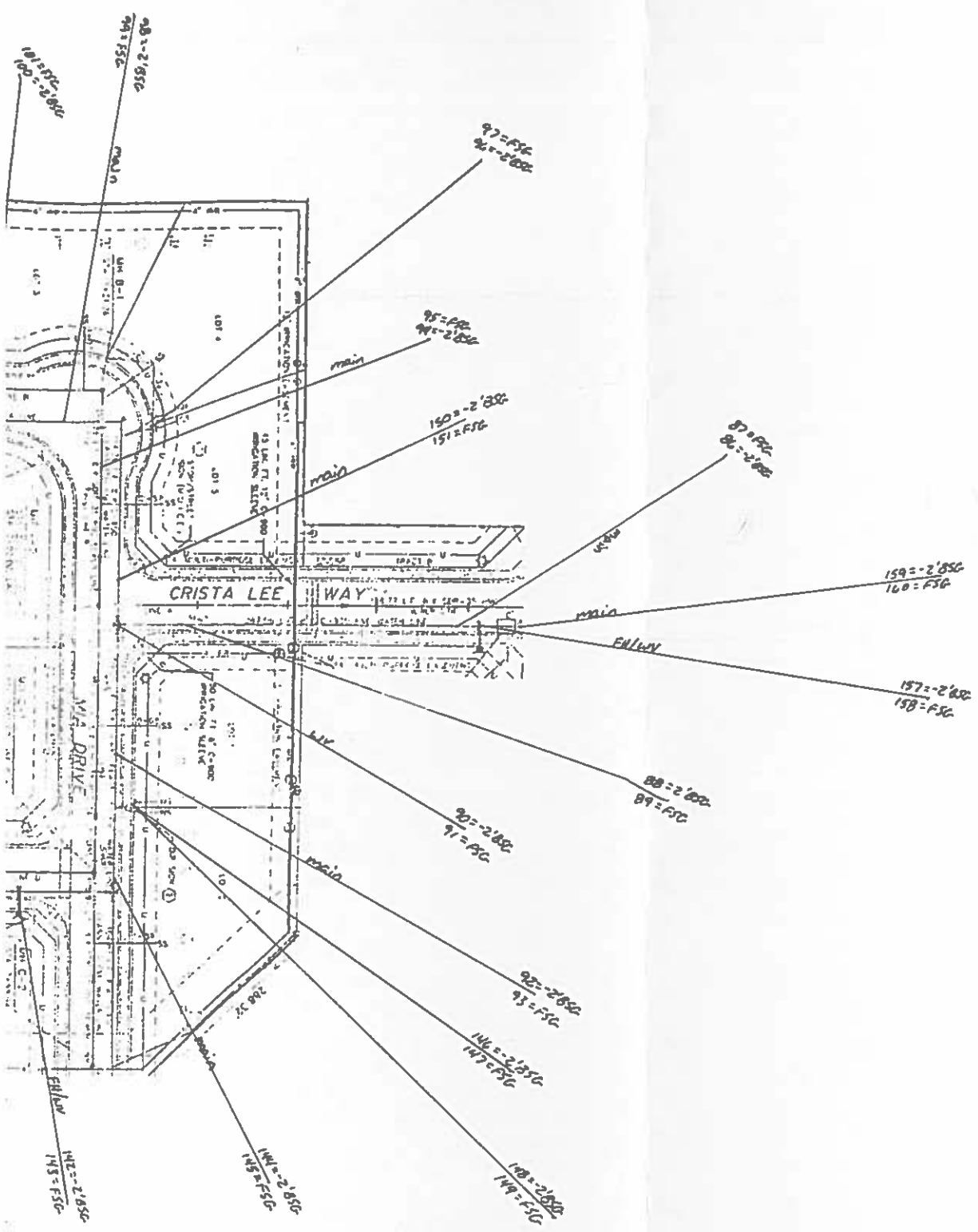
**UTILITY DENSITY TESTING**

**GJ** GRAND JUNCTION LINCOLN DeVORE

1441 MOTOR STREET  
 GRAND JCT., COLORADO  
 970-242-8988 (fax 970-242-1661)

90630-63 2 3  
 5-17-04

DRAWN BY DC  
 KS



**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**



1441 MOTOR STREET  
 GRAND JCT., COLORADO  
 970-242-8068 (fax 970-242-1501)

DRAWN BY DC	SCALE VARIES	JOB NO. 90630-63	SHEET 3
CHECKED BY XC	DATE 5-17-04	DATE	

# **FINAL DRAINAGE REPORT**

---

---

**CRISTA LEE SUBDIVISION**

**GRAND JUNCTION, COLORADO**

---

---

**PREPARED FOR:**

**Mr. Alan Helmick  
721 Main Street, Suite 4  
Delta, CO 81416  
(970) 874-8913**

**PREPARED BY:**

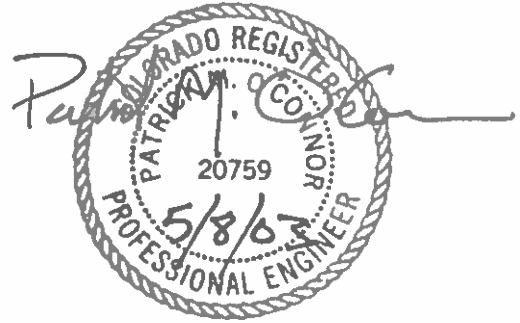
**VISTA ENGINEERING CORP.  
2777 Crossroads Blvd.  
Grand Junction, CO 81506  
(970) 243-2242**

**May 8, 2003  
VEC # 4115.01-01**

# CERTIFICATION

---

I hereby certify that this Final Drainage Report for Crista Lee Subdivision was prepared under my direct supervision.



---

Patrick M. O'Connor, P.E.  
Registered Professional Engineer  
State of Colorado, # 20759

# TABLE OF CONTENTS

---

## I. LOCATION AND DESCRIPTION OF PROJECT

LOCATION AND DESCRIPTION OF PROJECT	1
-------------------------------------	---

## II. EXISTING DRAINAGE CONDITIONS

MAJOR BASIN	2
SITE	2
OFF-SITE IMPACTS TO THE SITE	2

## III. PROPOSED DRAINAGE CONDITIONS

CHANGES IN DRAINAGE PATTERNS	3
MAINTENANCE	3

## IV. DRAINAGE DESIGN CRITERIA AND APPROACH

REGULATIONS	4
HYDROLOGICAL CRITERIA	4
HYDRAULIC CRITERIA	4

## IV. DRAINAGE DESIGN CRITERIA AND APPROACH

AREAS	5
RUNOFF COEFFICIENTS - "C"	5
TIMES OF CONCENTRATION	5
RUNOFF	5
DETENTION INFORMATION	5



# FINAL DRAINAGE REPORT

## CRISTA LEE SUBDIVISION

---

### I. LOCATION AND DESCRIPTION OF PROJECT

Crista Lee Subdivision contains approximately 6.00 acres (including 0.356 acres of open space) and is located just east of the current Grand Junction city limits at 2933 B ½ Road (south side). Proposed development of the site shall consist of one Filing containing 21 lots for a finished density of 3.50 units per acre. It is currently located within a Mesa County zoning district designated "RSF-R". The City has given the site a future land use designation of "Residential Medium-Low", having a dwelling density of 2 to 4 units per acre. The preliminary plan shows the location of the property in relation to the surrounding vicinity. Only one tax parcel, numbered 2943-293-00-141, is contained within the site.

Development of this site will provide improvements to drainage problems which have existed in the area for many years. Elimination of flood-irrigation practices and creation of a stormwater management facility will reduce peak flows exiting the property and improve runoff conditions downstream where residents have experienced flooding and capacity problems in the existing culverts.

Existing streets in the vicinity include B ½ Road adjacent immediately to the north, 29 Road to the west, and 29 ½ Road to the east. Kathy Jo Lane exists in the subdivision immediately adjacent to the south, but is not stubbed north into this proposed development. Urban residential streets are proposed to extend into the adjacent parcels to the east and west to provide neighborhood connectivity. All streets and utilities will be constructed in conformance with current City of Grand Junction Standards and Specifications. The project will be designed to comply with the standards listed in the current City of Grand Junction Zoning and Development Code for an "RSF-4" zoning.

The site is currently vacant and being utilized as flood-irrigated pasture. Two small independently owned parcels exist along B ½ Road on each side of the access to the project. Other similar undeveloped parcels surround the site. A land-use application is currently pending for the adjacent property to the west (Preliminary Plan). Access to the project will occur mainly from the B ½ Road entrance, but can also be accomplished from the east and west stub streets once the adjacent parcels are developed.

Landscaping of the open space tract will consist of a low-maintenance native grass with irrigation and shall be installed by the developer per Landscape Plans prepared during final design. Surface maintenance of this open space tract will ultimately become the responsibility of the Homeowners Association. The landscaping, and maintenance, of all single family lots will be the responsibility of individual lot owners.

The soils at the site have been evaluated by a geotechnical analysis included within the Preliminary Plan and are typical for the Orchard Mesa area. The soils generally consist of Hinman Clay and Hinman Clay Loam. These soils are categorized as hydrologic soils group "C" which have low infiltration capability and moderate to high runoff potential. This should not pose an adverse impact to development of the site. In addition, an "environmental transaction screen" was performed. There are no known geological or environmental hazards at this location.

## II. EXISTING DRAINAGE CONDITIONS

### MAJOR BASIN

Crista Lee Subdivision is located on Orchard Mesa within a small independent basin and, given the close proximity of the Colorado River, is not within any identified major basin. Contours on topographic maps of the vicinity included in the appendix show that a small drain ditch once existed near the northeast corner of the project which drained approximately one mile to the northwest before entering directly into the river. This ditch has apparently been covered by the Orchard Mesa Irrigation District to accommodate installation of a large irrigation transmission pipeline and no longer functions as a surface-flow drain path to the river.

Crista Lee Subdivision does not exist within the 100 year floodplain of the Colorado River Basin or any other basin as delineated by the July 15, 1992 Flood Insurance Rate Maps produced by FEMA (partial copy enclosed in the Appendix - Panel Number 080115 0490 C).

### SITE

Topography of the property is relatively "flat" in nature, sloping generally north toward B ½ Road at an average rate of less than one percent. Pasture grasses cover most of the site with surface ditches providing irrigation delivery and tail-water collection around the perimeter. Irrigation is delivered to the property by an Orchard Mesa Irrigation District pipeline existing in the southeast corner of the site. Runoff from the site has historically flowed north to be collected by road ditches along B ½ Road. These ditches flow west to 29 Road, then north to the Colorado River. One ditch, along the south side of the roadway which doubled as an irrigation conveyance, flowed along this same alignment and was replaced with a 10" pipeline by irrigation users. Runoff from sites along B ½ Road currently continues to drain into this pipeline at several openings along the roadway. Overflows, generally created by flood-irrigation return-flows, enter the pipeline until exceeding pipe capacity when they then spill into the smaller swales along the road. Information provided by Jim Rooks of Orchard Mesa Irrigation District and representatives of an informal group of homeowners in the area indicate that these overflows have created flooding and other capacity problems downstream.

### OFF-SITE IMPACTS TO THE SITE

Offsite surface runoff in the vicinity is collected and diverted away from the site by the existing developments, properties, and ditches surrounding the project. Existing topography of the area can be seen from maps in the appendix to drain generally north and west, toward the river. A large subdivision exists immediately south of the site which contains and discharges runoff to the west through its own system of streets and stormwater management.

### III. PROPOSED DRAINAGE CONDITIONS

#### CHANGES IN DRAINAGE PATTERNS

No change in the released drainage pattern is proposed for the site. Drainage patterns within the site will be modified to accommodate development and to better control surface flows to designated collection areas. Development of the site will eliminate flood-irrigation practices through the installation of a pressurized irrigation system delivering water to each lot for distribution to small individual lawns. Upon development, runoff will flow into the streets to be collected, detained, and released at a controlled rate from the detention facility proposed within the 13,000 square-foot Open-Space designated in the northern portion of the site, near the entrance. This facility will consist of a detention pond and concrete release structure (with a sump-pump) which will temporarily drain to the existing 10" pipeline along the south side of the roadway until improvements to B ½ Road provide a larger storm sewer to accept runoff from the area. These improvements are currently under design at the direction of the Mesa County Engineering staff. Calculations indicate that developed rates of release from the site have been significantly reduced from the runoff flowrates historically generated. Discussions with representatives of the irrigation district and the area homeowners group mentioned previously indicate a willingness to accept controlled runoff into the pipeline given that historic flooding problems were generally associated with flood-irrigation return-flows (proposed to be eliminated by the project) and that storm runoff would be controlled and reduced by the detention facility.

#### MAINTENANCE

Access to the stormwater management facility will be by platted streets and easements as required. A Home Owners Association will be formed to provide maintenance responsibility for the surface improvements related to the facility. Operation and maintenance of the future underground storm sewers will ultimately be the responsibility of the City of Grand Junction.

#### **IV. DRAINAGE DESIGN CRITERIA AND APPROACH**

##### **REGULATIONS**

The City of Grand Junction and Mesa County Stormwater Management (SWM) Manual (May 1996) was used as the basis for analysis and facility design criteria. No master drainage plan has been completed for the area, to our knowledge. This development was designed within the guidelines of the SWM manual to assure minimal impacts to downstream properties.

##### **HYDROLOGICAL CRITERIA**

Because the project is a residential development containing sub-basins less than 25 acres, the "Rational Method" was used to calculate the historic and developed flow rates. As required, a minor storm is considered to be a 2-year frequency and a major storm is considered to be a 100-year frequency event.

Runoff Coefficients and intensity-duration-frequency data used in the computations were based on the most recent SWM Manual criteria defined above. Coefficients were assigned based on land use and hydrologic soils group. Haestad Methods software ("Pondpack") was used to perform the calculations.

##### **HYDRAULIC CRITERIA**

All site facilities and conveyance elements were designed in accordance with the City of Grand Junction SWM Manual and the City of Grand Junction Design Standards and Construction Specifications.

Open channels and pipelines were analyzed using Manning's Equation and roughness coefficients found in the SWM Manual. Haestad Flowmaster Software was used to perform the calculations. Copies of these calculations are included in the appendix.

## V. RESULTS AND CONCLUSION

### AREAS

Site (Total)                      6.00 Acres

### RUNOFF COEFFICIENTS - "C"

Bare / Agricultural	- 0.14 (2 yr.)	0.20 (100 yr.)
Developed (¼ ac./unit)	- 0.29 (2 yr.)	0.38 (100 yr.)

### TIMES OF CONCENTRATION

Historic Site	-	30 minutes
Developed Site	-	19 minutes

### RUNOFF (All Flows are C.F.S.)

	<u>Historic Site (Undeveloped)</u>	<u>Total Site (Developed)</u>	<u>Pumped Flows From Detention</u>	<u>Future Peaks From Deten.</u>
2 Year	0.45	1.22	0.10	0.20
100 Year	2.58	6.32	0.10	1.15

### DETENTION INFORMATION - Crista Lee Detention Pond - Top of Pond: 4676.00

<u>Storm</u>	<u>-----Pumped Release-----</u>			<u>-----Future Release-----</u>		
	<u>Vol. (ft<sup>3</sup>.)</u>	<u>Pond Elev.</u>	<u>Released Q</u>	<u>Vol. (ft<sup>3</sup>.)</u>	<u>Pond Elev.</u>	<u>Released Q</u>
2 Yr.	1,695	4674.22	0.10	1,546	4674.24	0.20
100 Yr.	10,456	4675.32	0.10	8,336	4675.09	1.15

### CONCLUSION

The developed site (temporary pumped releases, and future releases to proposed B ½ Road storm sewer) will detain and discharge runoff at rates below the historic rates to assist with the alleviation of capacity problems in the existing drain system. Runoff from the development will generally follow the current routing, ultimately being discharged along B ½ Road and into the Colorado river, as it has historically.

# APPENDIX

## 1. SITE MAPS

Crista Lee Subdivision - Grading and Drainage Plan  
Crista Lee Subdivision - Stormwater Management Plan  
Vicinity Topography Map - Mesa County Mapping  
1992 FEMA Flood Map (Panel # 080115 0490 C)  
Major Basin Drainage Map  
Soils Map

## 2. COEFFICIENTS

Manning's "n" Values  
"C" Values

## 3. TIMES OF CONCENTRATION

Summary  
Existing Site (HISTORIC)  
Existing Site (DEVELOPED)

## 4. RUNOFF

SITE - Historic	-	2 Year & 100 Year
SITE - Developed	-	2 Year & 100 Year
Hydrographs (Developed)	-	2 Year & 100 Year

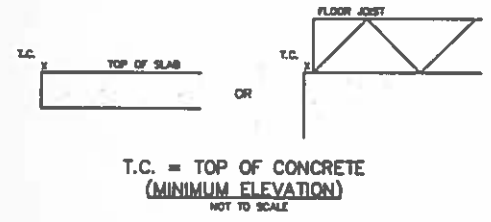
## 5. HYDRAULICS

Detention Pond: Stage-Volume Calculation  
Pond Outlet Weir: General Data and Stage-Discharge Table  
Pond Routing/Discharge - 2 Year and 100 Year Storms (50 gpm pump)  
Pond Routing/Discharge - 2 Year and 100 Year Storms (gravity: future cond.)

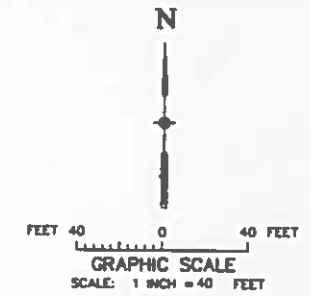
**SECTION 1**  
**SITE MAPS**

CRISTA LEE SUBDIVISION  
TOP-OF-CONCRETE ELEVATION TABULATION  
5/08/03

LOT	BLOCK	ADDRESS	(MINIMUM) T.C. ELEV.
1	1	CRISTA LEE WAY	4678.5
1	1	MIA DRIVE	4678.5
2	1	MIA DRIVE	4678.0
1	2	MIA DRIVE	4678.1
1	2	JACOB WAY	4678.1
2	2	JACOB WAY	4678.8
3	2	JACOB WAY	4680.4
4	2	TRIA WAY	4680.8
5	2	TRIA WAY	4680.1
6	2	TRIA WAY	4680.0
7	2	TRIA WAY	4678.4
8	2	TRIA WAY	4678.0
1	3	TRIA WAY	4678.9
1	3	TIANNA WAY	4678.9
2	3	TIANNA WAY	4678.9
3	3	TIANNA WAY	4678.7
4	3	TIANNA WAY	4678.5
5	3	MIA DRIVE	4678.5
6	3	MIA DRIVE	4678.5
7	3	CRISTA LEE WAY	4678.5
1	4	MIA DRIVE	4678.5
2	4	TIANNA WAY	4678.5
3	4	TIANNA WAY	4678.8
4	4	TIANNA WAY	4678.8
5	4	TRIA WAY	4678.8
6	4	TRIA WAY	4680.4
7	4	JACOB WAY	4680.4
8	4	JACOB WAY	4678.8
8	4	MIA DRIVE	4678.0
8	4	MIA DRIVE	4678.0



T.C. = TOP OF CONCRETE  
(MINIMUM ELEVATION)  
NOT TO SCALE

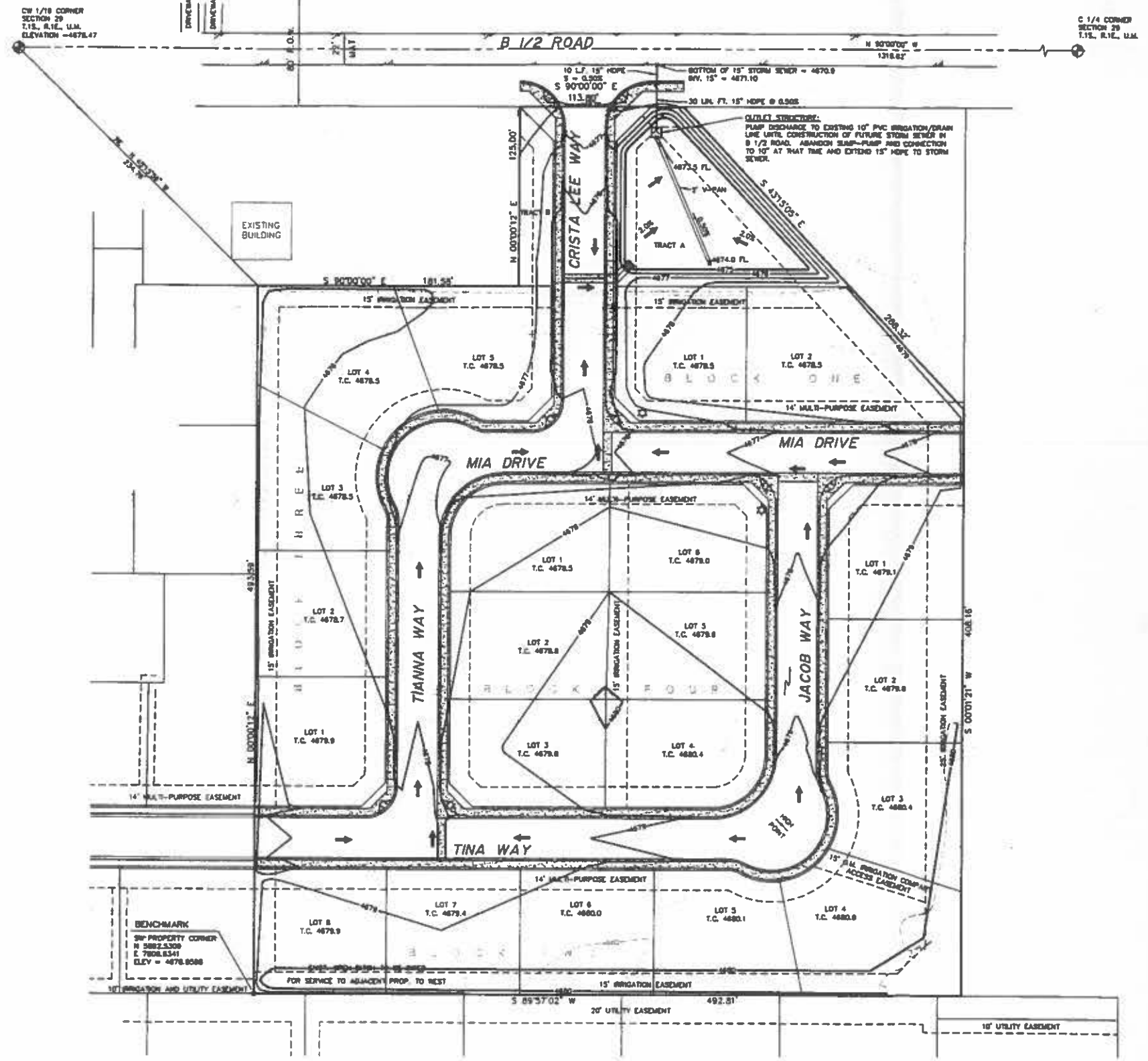


LEGEND

- ← FLOW DIRECTION
- - - EXISTING CONTOUR
- PROPOSED CONTOUR
- 4677.8 T.C. PROPOSED TOP-OF-CONCRETE ELEVATION (MINIMUM)

NOTES:

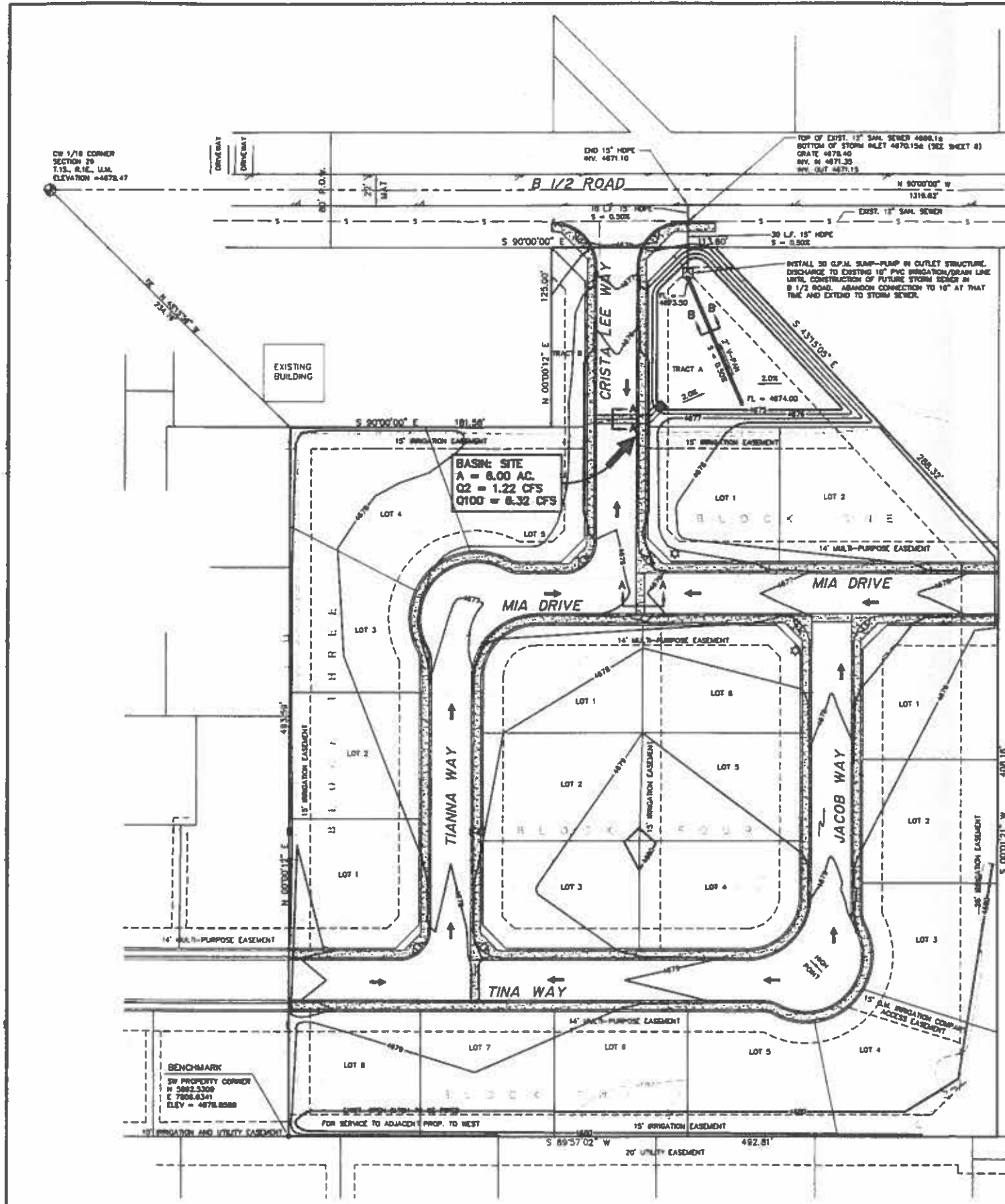
1. ELEVATION CONTOURS ARE BASED UPON A FIELD SURVEY PERFORMED BY VISTA ENGINEERING CORP., DATED JUNE 7, 2001.
2. MAXIMUM TOP-OF-CONCRETE ELEVATIONS SHALL NOT EXCEED LEVELS CREATING DRIVEWAY SLOPES GREATER THAN MAXIMUM ALLOWED BY CODE.



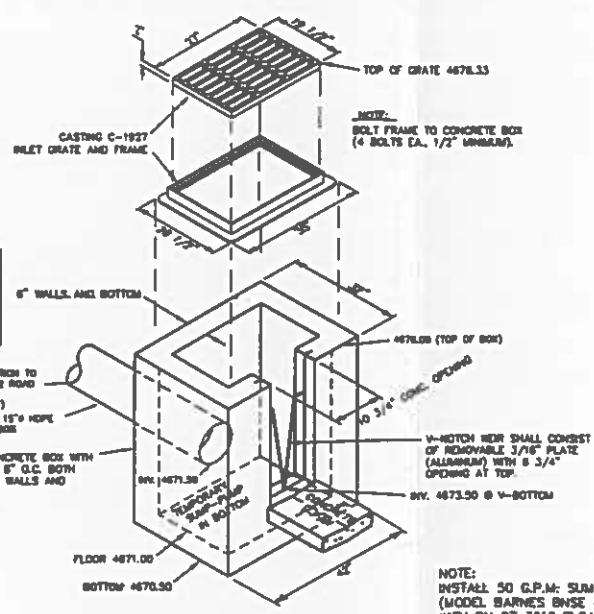
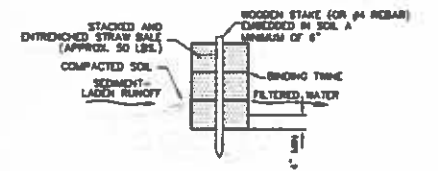
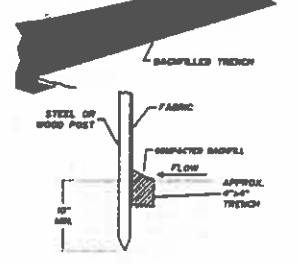
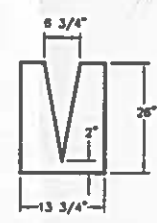
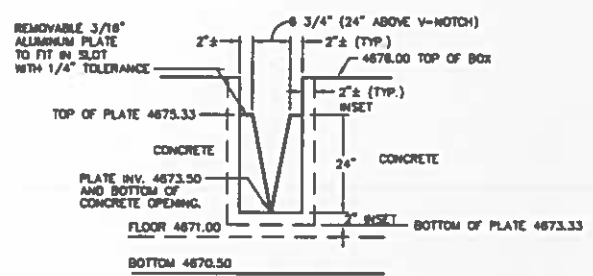
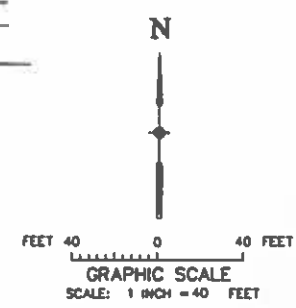
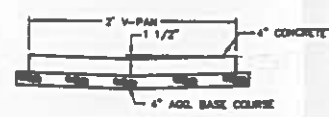
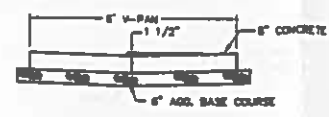
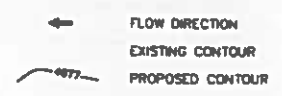
DRAWN BY: F.J.B.	REVIEWED: _____ DATE: _____ FOR _____	<p><b>VISTA ENGINEERING CORP.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81608 • (970) 243-2242</p>	REVISION	DATE	DESCRIPTION	BY	O/F	ALAN HELMICK	DELTA, COLORADO	SCALE: 1" = 40'	JOB NO: 465.00-03	DATE: 5-08-03	
DESIGNED BY: P.M.O.	REVIEWED: _____ DATE: _____ FOR VISTA ENGINEERING CORP.												
CHECKED BY: P.M.O.													

GRADING AND DRAINAGE PLAN  
CRISTA LEE SUBDIVISION





**LEGEND**



NOTE:  
PLUG AND CAP END OF STORM SEWER AT EDGE OF EXISTING B 1/2 ROAD ASPHALT UNTIL B 1/2 ROAD IMPROVED.

NOTE:  
INSTALL 50 G.P.M. SLUMP-PUMP (MODEL BARNES BNSE 411 (110 V.) WITH BN 07 3618 FLOAT; MUNRO PUMPS). CONNECT 2" DISCHARGE PIPING (SCHD 40 PVC) WITH 2" GATE VALVE TO EXISTING 10" IRRIG./DRAIN LINE ON SOUTH SIDE B 1/2 ROAD.

**GENERAL NOTES:**

- CONSTRUCTION STAGING AREAS WILL BE THE UNDEVELOPED LOTS THAT MAKE UP THE LOTS. NO STAGING AREAS WILL BE PERMITTED ON ANY ADJACENT PROPERTIES.
- SITE TOPSOIL IS NOT SUITABLE FOR SUPPORT OF PROPOSED CONSTRUCTION. TOPSOIL SHALL BE STRIPPED FROM ALL FILL AREAS AND STRUCTURAL PAD AREAS AND STOCKPILED FOR USE ON FINAL OVERLOT GRADING.

**STORMWATER MANAGEMENT NOTES:**

- AT ALL TIMES DURING CONSTRUCTION, EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED BY THE DEVELOPER OR HIS DESIGNATED REPRESENTATIVE.
- EROSION CONTROL SYSTEM SHALL BE INSTALLED AS GRADING PROGRESSES.
- EROSION BALES SHALL BE STRAW OR HAY, DEPENDING ON AVAILABILITY.
- DETAILS SHOWN ARE SCHEMATIC ONLY. ADJUST AS NECESSARY TO FIT FIELD CONDITIONS.
- EROSION BALES SHALL BE PLACED TO AVOID RUNOFF FLOWING BETWEEN, AROUND OR UNDER BALES. BALES SHALL BE ANCHORED WITH 2" X 2" X 4" WOODEN STAKES OR #4 REINFORCING BARS, TWO PER BALE (SEE DETAILS FOR FURTHER INSTRUCTIONS).
- NEGATIVE IMPACTS TO DOWNSTREAM AREAS (OR RECEIVING WATERS) CAUSED BY THE OVERLOT GRADING TO BE MONITORED AND CORRECTED BY THE DEVELOPER.
- MULCH SHALL BE APPLIED TO ACHIEVE A STUBBLED SURFACE TO THE DESIGNATED AREAS TO PREVENT DUST AND SOIL-BLASTING WIND EROSION. CONTRACTOR SHALL HAVE A WATER TRUCK MADE AVAILABLE TO ASSIST IN CONTROLLING DUST AND WIND EROSION.
- CONSTRUCTION TRAFFIC ENTRANCES SHALL BE CLEANED ON A CONTINUAL BASIS DURING OVERLOT GRADING AND DURING THE DURATION HEREOF.
- MAINTENANCE OF THE STORMWATER MANAGEMENT FACILITIES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS. RECORDS OF SUCH MAINTENANCE SHALL BE RETAINED BY THE H.O.A.

**PROJECT BENCHMARK/CONTROL**

- MCSM C 1/4 COR. SEC. 29 29-1/2 ROAD & B 1/2 ROAD NORTHING 6551.1147 EASTING 8959.5115 ELEVATION 4879.32
- MCSM C-W 1/16 COR. SEC. 29 29-1/2 ROAD & B 1/2 ROAD NORTHING 6551.1147 EASTING 7839.8915 ELEVATION 4878.39



**APPROVED FOR CONSTRUCTION:**

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**ACCEPTED AS CONSTRUCTED:**

CITY DEVELOPMENT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

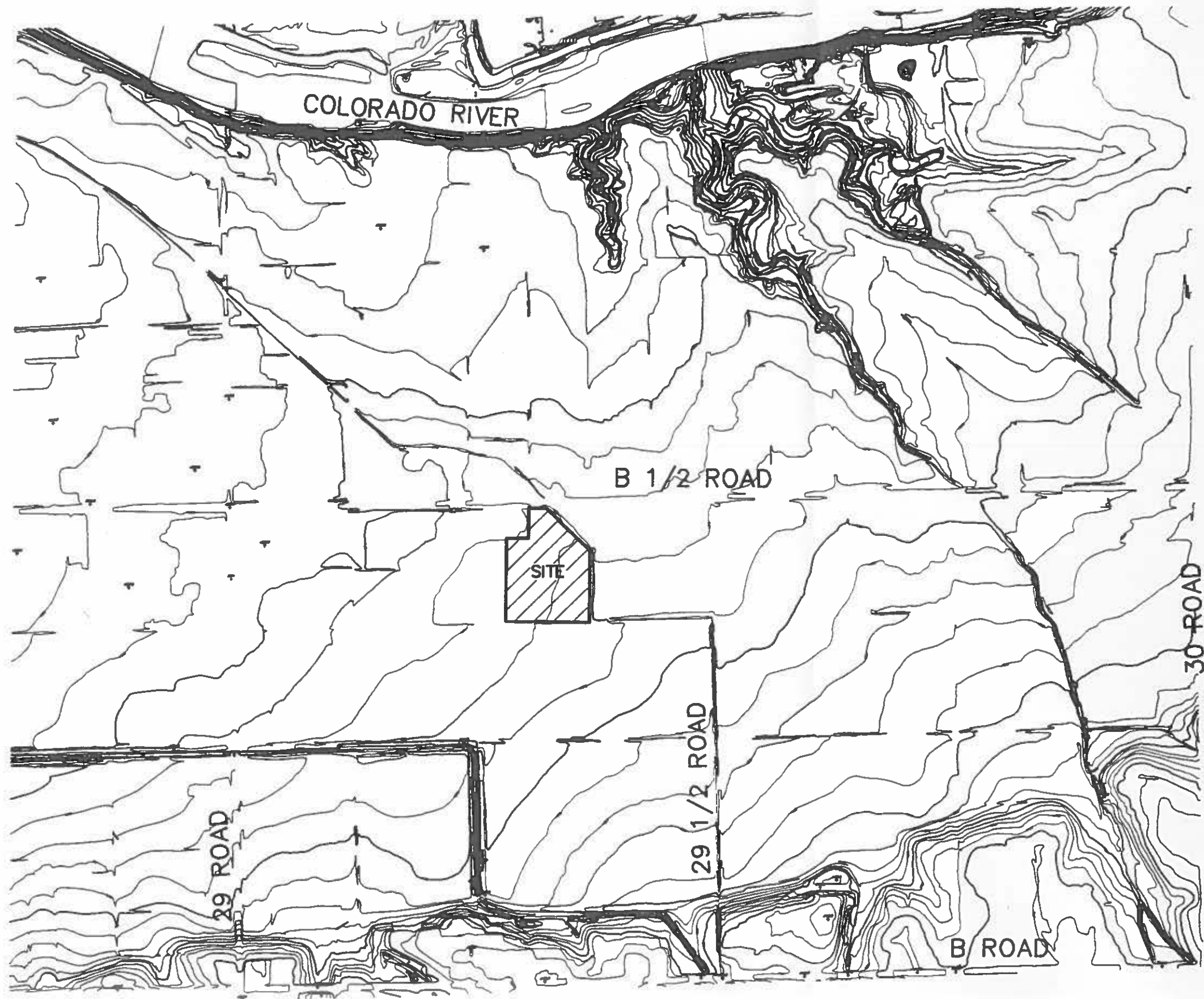
DESIGNED BY: F.J.B.	REVIEWED _____ DATE _____ FOR _____
CHECKED BY: P.M.O.	REVIEWED _____ DATE _____ FOR VISTA ENGINEERING CORP.

**VISTA ENGINEERING CORP.**  
CONSULTING ENGINEERS AND LAND SURVEYORS  
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81605 • (970) 243-2242

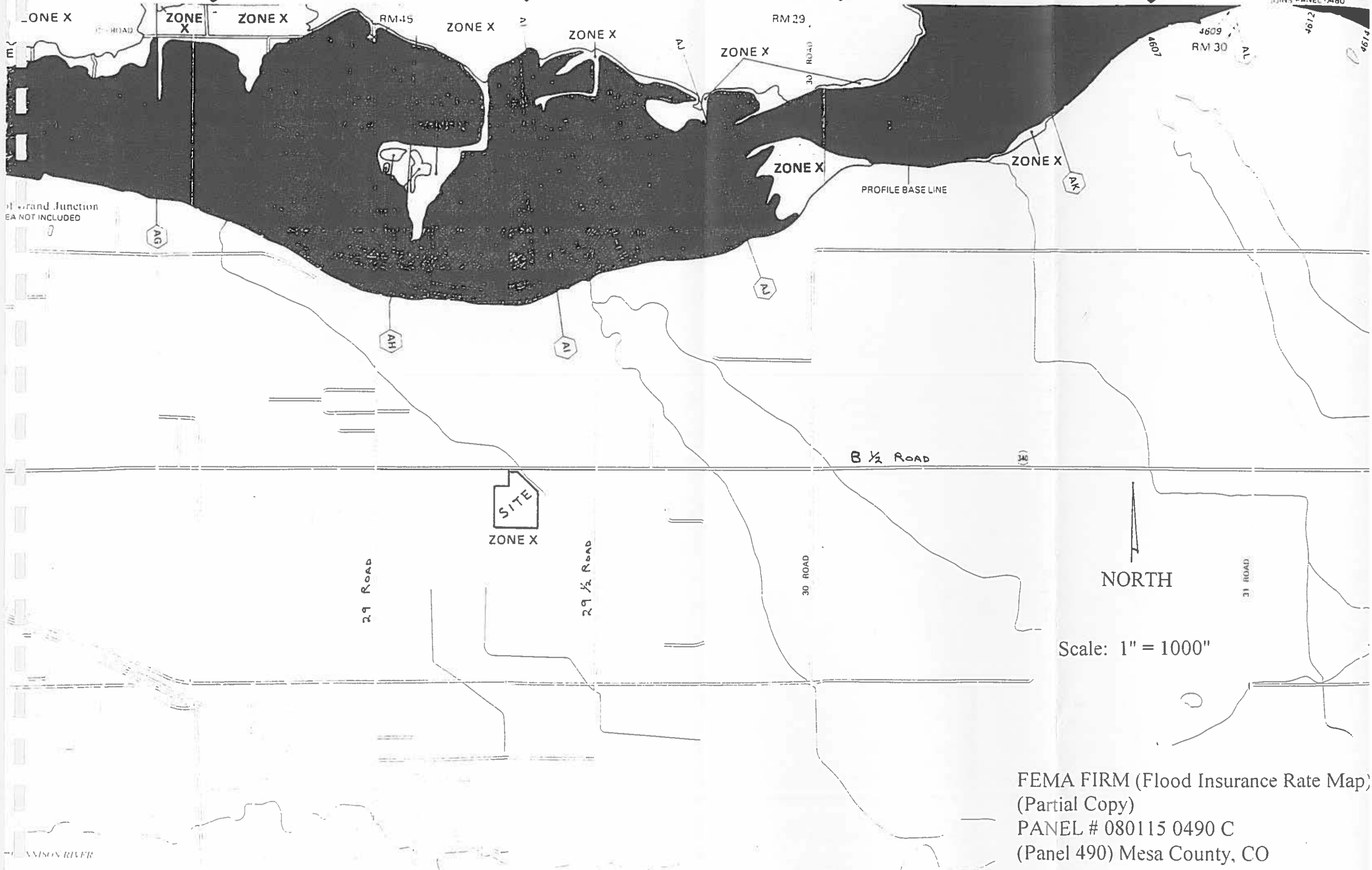
REVISION	DATE	DESCRIPTION	BY	CHKD

ALAN HELMICK  
DELTA, COLORADO  
SCALE: 1" = 40'  
JOB NO: 483.0-01  
DATE: 5-08-03  
SHEET NO: 12 of 19

**STORMWATER MANAGEMENT PLAN**  
CRISTA LEE SUBDIVISION



CRISTA LEE SUBDIVISION  
VICINITY TOPO MAP  
AUGUST, 2002



of Grand Junction  
EA NOT INCLUDED

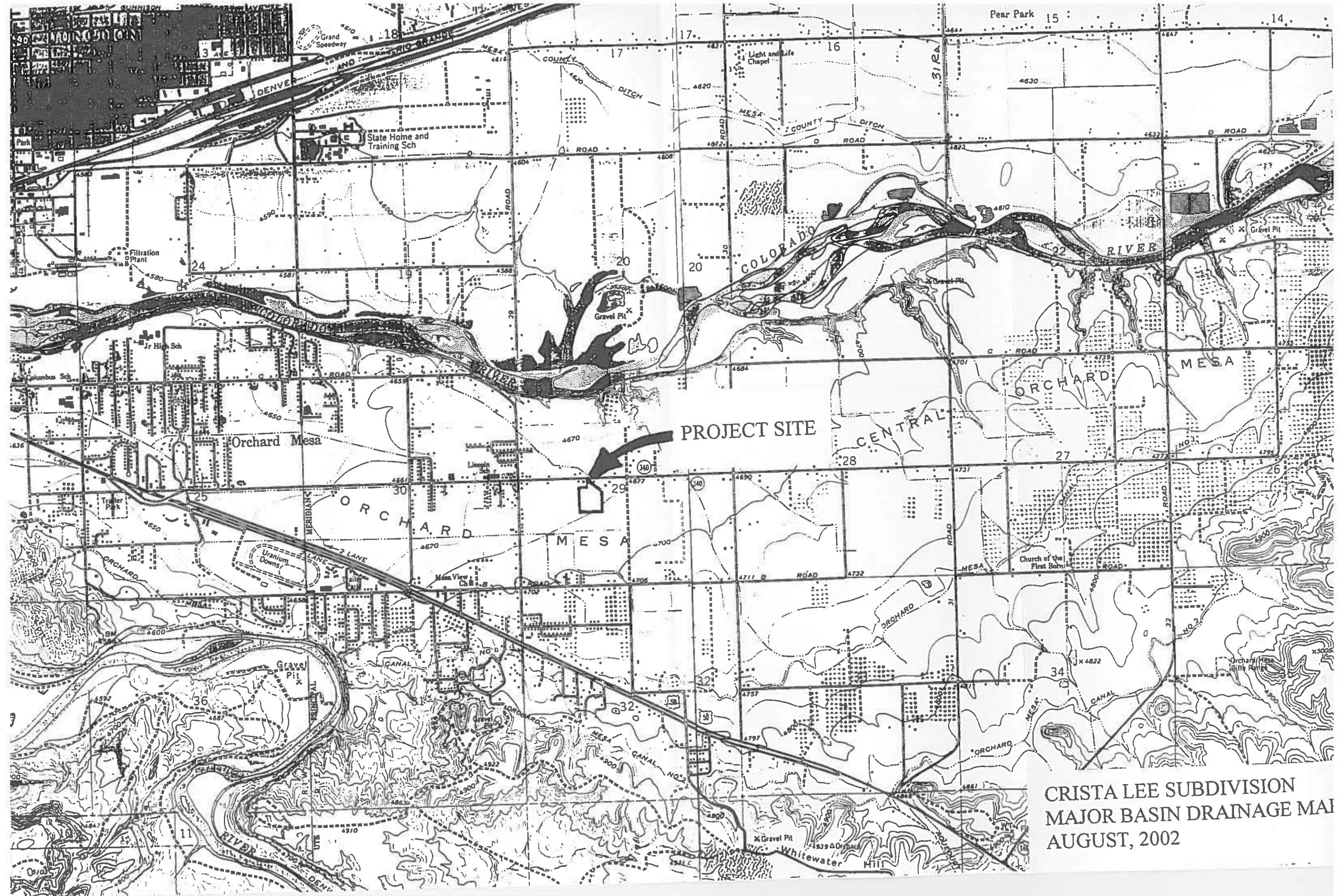
NORTH

Scale: 1" = 1000"

FEMA FIRM (Flood Insurance Rate Map)  
 (Partial Copy)  
 PANEL # 080115 0490 C  
 (Panel 490) Mesa County, CO

ANISON RIVER

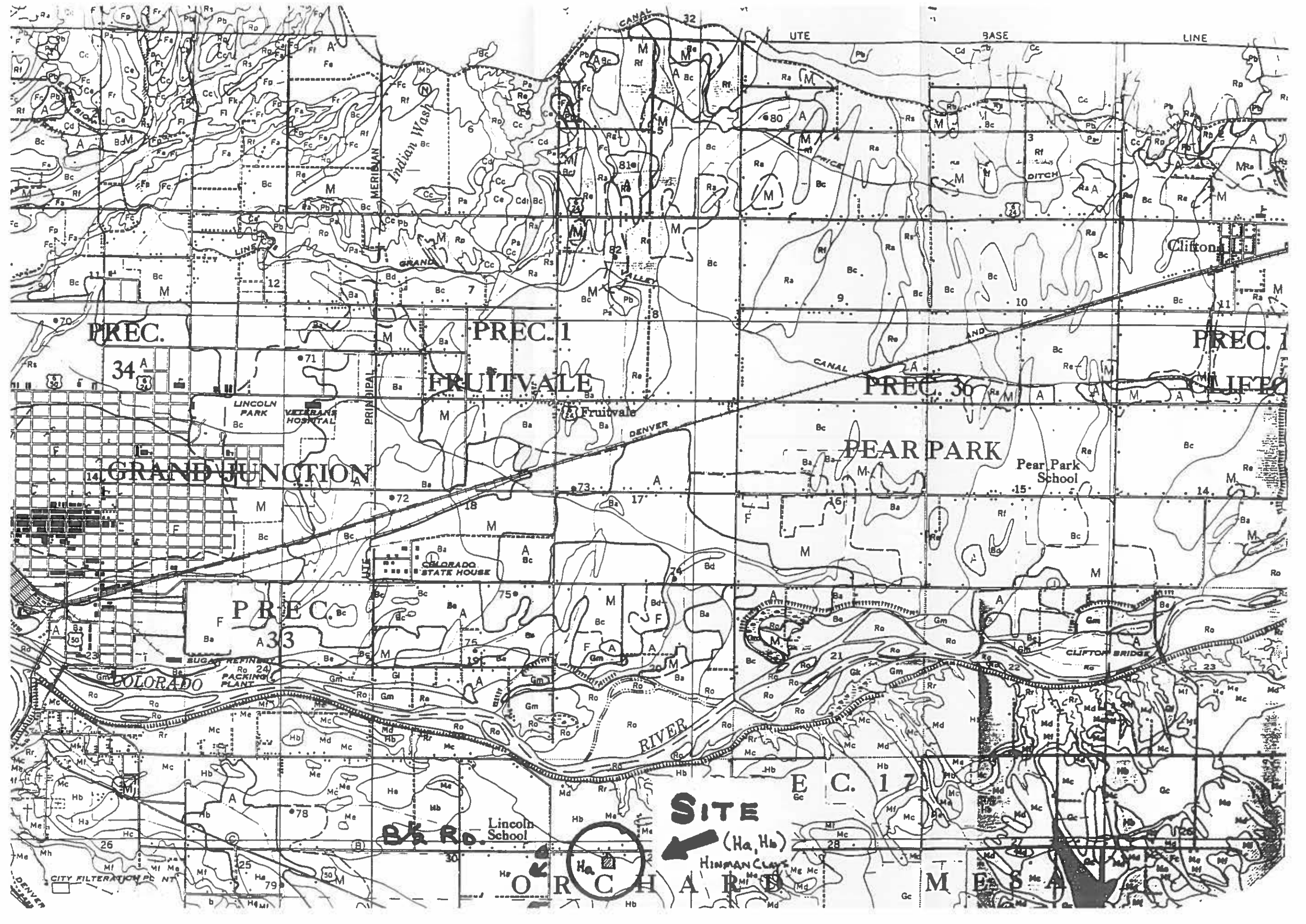




PROJECT SITE

CRISTA LEE SUBDIVISION  
MAJOR BASIN DRAINAGE MA  
AUGUST, 2002





PREC. 34

PREC. 1

PREC. 1

GRAND JUNCTION

FRUITVALE

PEAR PARK

COLORADO

RIVER

CLIFTON BRIDGE

SITE



(Ha, Hb)

HINMAN CLAY

ORCHARD MESA

LINCOLN PARK

VETERANS HOSPITAL

COLORADO STATE HOUSE

Pear Park School

Lincoln School

CITY FILTRATION PLANT

MESA

Included with this soil are a few small strips with a clay loam surface texture. These strips adjoin the higher lying Billings soils and were included with this Green River soil because they were too small to be mapped separately.

*Use and management.*—If they were properly drained, many areas of this Green River soil could be used for the ordinary field crops, chiefly corn, alfalfa, clover, and sugar beets. Tomatoes, cabbage, onions, and several other truck crops also could be grown successfully. Undrained areas of this soil remain in natural pasture consisting largely of saltgrass.

**Green River very fine sandy loam, deep over gravel, 0 to 2 percent slopes (Gm).**—This soil occurs along the Gunnison and Colorado Rivers, but for the most part at higher levels than the other Green River soils. Its better position makes it less susceptible to flooding or occasional high water tables. It can be cropped successfully, especially after it has been ditched to provide adequate underdrainage.

The surface soil, a pale-brown or light brownish-gray very fine sandy loam, contains numerous small fragments of mica. Below depths of 10 to 12 inches, the very fine sandy loam has a brighter pale-brown or very pale-brown color, and at depths of 24 to 30 inches it grades into similarly textured soil material that shows light-gray and reddish-brown specks or very small spots. Below depths of 3 or 4 feet textural variations are common, but fine sandy loam is dominant.

When moist, this soil is friable. Well-disseminated lime is present from the surface downward, but the organic-matter content is low. Workability and tilth are exceptionally favorable for irrigation and cultivation, but some places need ditches that will lower the water table. A few narrow lower lying seepy places are indicated by small marsh symbols on the map.

*Use and management.*—Nearly 70 percent of this soil is cultivated. All the climatically suited crops, including truck crops and general field crops, produce high yields. Berries, grapes, and orchard fruits also thrive in the areas east of Clifton, which are better situated climatically.

The highest yields are obtained by making heavy applications of barnyard manure (10 to 15 tons an acre) or by using commercial fertilizer liberally. Farmers often plant this soil to truck crops after plowing out an old stand of alfalfa or alfalfa and clover mixed, or after they have turned under a heavy stand of red clover or some other legume. Some farmers use about 150 pounds of commercial fertilizer to the acre.

**Hinman clay, 0 to 1 percent slopes (H1A).**—This soil occupies nearly level areas mainly on Orchard Mesa. The soil material consists largely of deposits of finer clay particles settled from backwaters during former high flood stages of the Colorado River. The alluvium, 7 to 10 feet or more thick, overlies a cobbly stratum, which, in turn, overlies Mancos shale. The alluvium is derived largely from acid igneous materials.

The 8- or 9-inch surface soil consists of pale-brown or yellowish-brown clay that is low in organic matter. Despite its calcareous nature, this layer is hard and somewhat blocky when dry. Even when systematically cropped, this layer is more cloddy than the corresponding one in Hinman clay loam soils. At a depth of 14 to 16 inches, the

very pale-brown to light yellowish-brown clay generally shows a few faint limy specks or a tendency toward splotching, but in some places these specks or splotches are not noticeable within depths of 2 to 2½ feet. The splotching of limy material is less pronounced than in Mesa clay loam soils and generally occurs at greater depths. Below depths of 4 feet, the very pale-brown to yellow clay generally is more friable when moist, even though lime splotching is less conspicuous than in the upper subsoil horizons. Pieces of gravel or cobblestones in the soil profile are rare. At depths below 7 to 10 feet cobblestones are more or less common, but the stratum containing these stones is not so thick as the corresponding one underlying Mesa clay loam soils.

Because this soil is nearly level and fine textured, surface runoff is slow and internal drainage is very slow. A high water table, with accompanying slight to strong salinity, occurs in places. Ditching of the lower lying places has greatly improved drainage. Regardless of ditching, however, this soil tends to puddle or bake after irrigation. This adversely affects tilth and workability.

*Use and management.*—About 94 percent of this soil is cropped, chiefly to pinto beans, small grains, tame hay, corn, and sugar beets. Less than 1 percent is used for orchard crops, as the soil is not permeable enough to be well suited to orchard fruits. Even alfalfa does not grow so vigorously as on soils of coarser texture. Probably sugar beets do as well or better than other common field crops.

**Hinman clay loam, 0 to 2 percent slopes (H1B).**—This soil occupies nearly level to very gently sloping areas on Orchard Mesa. It differs from Mesa clay loam, 0 to 2 percent slopes, mainly in having developed on alluvium that is deeper to the layers of gravel and cobblestones and also finer textured. Lime splotching occurs at deeper levels and generally is not so conspicuous. The old alluvium is derived from the same mixture of acid igneous rocks, sandstone, and shale as that for the Mesa soil, but over it there lies a comparatively recent shallow accumulation of wash brought down from higher positions.

In cultivated fields the 8- or 10-inch surface soil consists of a slightly hard pale-brown to light-brown calcareous clay loam. The subsurface layer is nearly the same as the surface soil. The subsoil beginning at depths below 12 to 15 inches, is very pale-brown to reddish-yellow, medium blocky, calcareous, heavy clay loam that is hard when dry. At depths of 2 or 3 feet, the subsoil is friable when moist and exhibits some limy spots, pale streaks, or a very slight tendency toward splotching.

The substratum, to an average depth of 60 inches, is very pale-brown to reddish-yellow or yellow heavy clay loam that contains many limy specks and spots and some light-gray streaks or poorly defined splotches. Below depths of 60 to 90 inches, layers of gravel and cobblestones are common. These may vary from a few feet to 10 to 15 feet in thickness. There are only a few cobblestones and pieces of gravel in the soil profile, however. The limy subsoil is sufficiently permeable for root penetration and adequate underdrainage.

Tilth is moderately good despite the low organic-matter content. Saline areas are few, but one along the highway about 1½ miles southeast of Grand Junction has proved troublesome. Because some areas

of this soil are nearly level and low, recent alluvial material washed from higher levels has been deposited on them. The low areas occur in association with soils of the Genola series.

Included with this soil are a few areas, especially southwest of Palisade, that have been covered with recent alluvial deposits normally less than 1½ feet thick. The areas covered with these deposits of loam, fine sandy loam, or silty clay loam are underlain by the clay loam subsoil typical of the Hinman series. They are included because they cover a small total area and have slight effect on agriculture.

*Use and management.*—Nearly 95 percent of this soil is cultivated. Of this, less than 17 percent is used for orchard fruits, mainly peaches. About 370 acres of this soil southwest of Palisade is well situated climatically and is almost entirely in peaches. This contrasts with the remaining area (about 2,320 acres), of which only 4.7 percent is in orchard fruits.

Tame hay—alfalfa and red clover—probably ranks first in acreage. Corn, orchard crops, pinto beans, small grains, and truck crops usually follow in the order named. The acreage in field crops fluctuates considerably according to market conditions. Truck crops consist largely of tomatoes for canning, melons, cantaloups, and minor acreages of other vegetables. The soil is well suited to sugar beets, but only a few small areas were in this crop when the survey was in progress.

Growing of clovers and alfalfa, use of methods to control erosion, and practice of other good management should keep this soil productive indefinitely.

**Hinman clay loam, 2 to 5 percent slopes (Hc).**—This soil differs from Hinman clay loam, 0 to 2 percent slopes, mainly in having greater slopes. It is closely associated with Hinman clay loam, 0 to 2 percent slopes, and Mesa clay loam, 0 to 2 percent slopes, on the high terrace south of the Colorado River. It varies in depth to shale. On the higher positions southeast of Grand Junction the soil probably ranges from 6 to 10 feet deep, instead of the 10 to 15 feet or more for Hinman clay loam, 0 to 2 percent slopes. Little of the soil is affected by salts.

*Use and management.*—About 80 percent of this soil is cultivated, and of this approximately 17 percent is in orchard fruits. The chief field crops are alfalfa, corn, beans, and small grains. Smaller acreages are used for truck and garden crops. The productivity of this soil differs very little from that of Hinman clay loam, 0 to 2 percent slopes, but good soil management and careful irrigation are necessary to control erosion.

**Mack clay loam, 0 to 2 percent slopes (MA).**—Areas of this soil occur on the highest mesa in the Grand Valley. They begin about 1 mile north of Mack and continue in the same direction for approximately 3 miles. The northern extremity of this mesa is about 90 feet above the valley floor, and, according to the United States Geological Survey, has an elevation of 4,796 feet. The general slope of the mesa is southward.

This soil resembles the Mesa soils on Orchard Mesa in most respects except parent material. It has developed on old alluvial sediments derived from fine-grained sandstone and shale, with which semi-

rounded sandstone rocks have been mixed at the levels of the lower subsoil and substratum. The Mesa soils, in contrast, developed on alluvial sediments derived not only from sandstone and shale but also from igneous and mixed igneous rock materials, and, furthermore, are underlain by a thick porous substratum of rounded cobblestones and gravel. This Mack soil differs from Fruita clay loam, 0 to 2 percent slopes, in having a predominantly redder surface soil and a thicker subsoil that contains more lime.

The surface 8 or 10 inches, consisting of a light-brown to light reddish-brown calcareous clay loam, grades into light-brown to light reddish-brown clay loam, which shows some very pale-brown to pinkish-white limy spots at depths of 12 to 16 inches. At depths of 16 to 34 inches the clay loam is spotted and mottled, which indicates a high concentration of lime. The lower subsoil, at depths of 34 to 60 inches, consists of nearly white, friable, very strongly calcareous loam. This layer contains soft, partly disintegrated sandstone fragments, sandstone rocks, and sandstone boulders. The stoniness increases with depth. The underlying Mancos shale lies at depths ranging from 6 to 10 feet.

This soil has a low organic-matter content, but the surface soil is friable when moist, and the subsoil is friable and moderately permeable. This assures good moisture relations, medium internal drainage, and moderate permeability to plant roots. The uncultivated part, about 100 acres, would require pumps to elevate irrigation water. At the highest northern part, water would have to be lifted 80 or 90 feet.

*Use and management.*—The principal crops are corn, alfalfa, and pinto beans. A few peaches are grown, but tree fruits are not so well protected from frost as on the Redlands, Orchard Mesa, and the Vinelands. The soil is suited to a wide range of crops, or about the same crops as the Mesa and Fruita soils. The various crops yield about the same as on the Fruita soils.

**Mayfield shaly clay loam, 2 to 5 percent slopes (Mn).**—This inextensive soil borders the mountainous land north, northwest, east, and northeast of Palisade. From place to place the soil varies considerably in color, texture, slope, and depth to the underlying shale. The main areas have gentle slopes ranging from 2 to 5 percent.

North and northwest of Palisade the soil largely consists of a 10- or 12-inch surface layer of light yellowish-brown, pale-brown, or light olive-gray shaly clay loam that lies on successive layers of alluvium reaching to depths of 4 to 8 feet. A narrow area of 40 acres that borders the bluffs northwest of Palisade, however, is 2 to 4 feet deep to shale. The underlying alluvial accumulations are similar to the surface layer in color but are extremely variable in thickness and texture. Layers of loam, fine sandy loam, and loamy sand are represented, as well as thin accumulations of silt or silty clay loam. The layers are moderately shaly to very shaly and contain angular fragments of sandstone and shale. Along the upper slopes bordering the Government High Line Canal, the soil material contains moderate to fairly abundant quantities of flat to angular sandstone fragments. These fragments diminish in size and quantity toward the lower boundary of the soil area. The larger stones have been removed.

East and northeast of Palisade this soil commonly has a fine grade

**SECTION 2**  
**COEFFICIENTS**



NOTE: THIS IS A REPRODUCTION OF TABLE I, APPENDIX A,  
"DESIGN CHARTS FOR OPEN CHANNEL FLOW", (HDS #3)

	Manning's n range <sup>1</sup>		Manning's n range <sup>1</sup>
<b>I. Closed conduits:</b>			
A. Concrete pipe.....	0.011-0.012		
<b>B. Corrugated-metal pipe or pipe-arch:</b>			
1. 24 by 14-in. corrugation (riveted pipe): <sup>2</sup>			
a. Plain or fully coated.....	0.024		
b. Paved invert (range values are for 25 and 50 percent of circumferences paved):			
(1) Flow full depth.....	0.021-0.018		
(2) Flow 0.8 depth.....	0.021-0.016		
(3) Flow 0.6 depth.....	0.019-0.012		
2. 6 by 2-in. corrugation (field bolted).....	0.02		
C. Vitrified clay pipe.....	0.013-0.014		
D. Cast-iron pipe, uncoated.....	0.013		
E. Steel pipe.....	0.009-0.011		
F. Brick.....	0.014-0.017		
<b>G. Monolithic concrete:</b>			
1. Wood forms, rough.....	0.015-0.017		
2. Wood forms, smooth.....	0.013-0.014		
3. Steel forms.....	0.013-0.013		
<b>H. Cemented rubble masonry walls:</b>			
1. Concrete floor and top.....	0.017-0.022		
2. Natural floor.....	0.018-0.025		
I. Laminated treated wood.....	0.015-0.017		
J. Vitrified clay liner plates.....	0.015		
<b>II. Open channels, lined<sup>4</sup> (straight alignment):<sup>1</sup></b>			
<b>A. Concrete, with surfaces as indicated:</b>			
1. Formed, no finish.....	0.013-0.017		
2. Trowel finish.....	0.012-0.014		
3. Float finish.....	0.012-0.015		
4. Float finish, some gravel on bottom.....	0.015-0.017		
5. Gunite, good section.....	0.016-0.019		
6. Gunite, wavy section.....	0.018-0.022		
<b>B. Concrete, bottom float finished, sides as indicated:</b>			
1. Dressed stone in mortar.....	0.015-0.017		
2. Random stone in mortar.....	0.017-0.020		
3. Cement rubble masonry.....	0.020-0.025		
4. Cement rubble masonry, plastered.....	0.016-0.020		
5. Dry rubble (riprap).....	0.020-0.020		
<b>C. Gravel bottom, sides as indicated:</b>			
1. Formed concrete.....	0.017-0.020		
2. Random stone in mortar.....	0.020-0.022		
3. Dry rubble (riprap).....	0.023-0.033		
D. Brick.....	0.014-0.017		
<b>E. Asphalt:</b>			
1. Smooth.....	0.013		
2. Rough.....	0.016		
F. Wood, planed, clean.....	0.011-0.012		
<b>G. Concrete-lined excavated rock:</b>			
1. Good section.....	0.017-0.020		
2. Irregular section.....	0.022-0.027		
<b>III. Open channels, excavated<sup>4</sup> (straight alignment,<sup>4</sup> natural lining):</b>			
<b>A. Earth, uniform section:</b>			
1. Clean, recently completed.....	0.016-0.018		
2. Clean, after weathering.....	0.018-0.020		
3. With short grass, few weeds.....	0.022-0.027		
4. In gravelly soil, uniform section, clean.....	0.022-0.025		
<b>B. Earth, fairly uniform section:</b>			
1. No vegetation.....	0.022-0.025		
2. Grass, some weeds.....	0.025-0.030		
3. Dense weeds or aquatic plants in deep channels.....	0.030-0.035		
4. Sides clean, gravel bottom.....	0.025-0.030		
5. Sides clean, cobble bottom.....	0.030-0.040		
<b>C. Dragline excavated or dredged:</b>			
1. No vegetation.....	0.028-0.032		
2. Light brush on banks.....	0.035-0.040		
<b>D. Rock:</b>			
1. Based on design section.....	0.026		
2. Based on actual mean section:			
a. Smooth and uniform.....	0.035-0.040		
b. Jagged and irregular.....	0.040-0.046		
<b>E. Channels not maintained, weeds and brush uncut:</b>			
1. Dense weeds, high as flow depth.....	0.08-0.12		
2. Clean bottom, brush on sides.....	0.05-0.08		
3. Clean bottom, brush on sides, highest stage of flow.....	0.07-0.11		
4. Dense brush, high stage.....	0.10-0.14		
<b>IV. Highway channels and swales with maintained vegetation<sup>11</sup></b> (values shown are for velocities of 2 and 6 (p.s.f.):			
<b>A. Depth of flow up to 0.7 foot:</b>			
1. Bermudagrass, Kentucky bluegrass, buffalograss:			
a. Mowed to 2 inches.....	0.07-0.048		
b. Length 4-6 inches.....	0.09-0.05		
2. Good stand, any grass:			
a. Length about 12 inches.....	0.18-0.09		
b. Length about 24 inches.....	0.20-0.15		
3. Fair stand, any grass:			
a. Length about 12 inches.....	0.14-0.08		
b. Length about 24 inches.....	0.25-0.13		
<b>B. Depth of flow 0.7-1.5 feet:</b>			
1. Bermudagrass, Kentucky bluegrass, buffalograss:			
a. Mowed to 2 inches.....	0.05-0.038		
b. Length 4 to 6 inches.....	0.06-0.04		
2. Good stand, any grass:			
a. Length about 12 inches.....	0.12-0.07		
b. Length about 24 inches.....	0.20-0.10		
3. Fair stand, any grass:			
a. Length about 12 inches.....	0.10-0.06		
b. Length about 24 inches.....	0.17-0.09		
<b>V. Street and expressway gutters:</b>			
A. Concrete gutter, troweled finish.....	0.012		
<b>B. Asphalt pavement:</b>			
1. Smooth texture.....	0.013		
2. Rough texture.....	0.016		
<b>C. Concrete gutter with asphalt pavement:</b>			
1. Smooth.....	0.013		
2. Rough.....	0.015		
<b>D. Concrete pavement:</b>			
1. Float finish.....	0.014		
2. Broom finish.....	0.016		
E. For gutters with small slope, where sediment may accumulate, increase above values of n by.....	0.009		
<b>VI. Natural stream channels:<sup>12</sup></b>			
<b>A. Minor streams<sup>1</sup> (surface width at flood stage less than 100 ft.):</b>			
1. Fairly regular section:			
a. Some grass and weeds, little or no brush.....	0.030-0.035		
b. Dense growth of weeds, depth of flow materially greater than wood height.....	0.035-0.05		
c. Some weeds, light brush on banks.....	0.035-0.05		
d. Some weeds, heavy brush on banks.....	0.05-0.07		
e. Some weeds, dense willows on banks.....	0.06-0.08		
f. For trees within channel, with branches submerged at high stage, increase all above values by.....	0.01-0.08		
2. Irregular sections, with pools, slight channel meander; increase values given in 1a-f about.....			
3. Mountain streams, no vegetation in channel, banks usually steep, trees and brush along banks submerged at high stage:			
a. Bottom of gravel, cobbles, and few boulders.....	0.04-0.05		
b. Bottom of cobbles, with large boulders.....	0.05-0.07		
<b>B. Flood plains (adjacent to natural streams):</b>			
-j. Pasture, no brush:			
a. Short grass.....	0.030-0.035		
b. High grass.....	0.035-0.05		
2. Cultivated areas:			
a. No crop.....	0.03-0.04		
b. Mature row crops.....	0.035-0.045		
c. Mature field crops.....	0.04-0.05		
3. Heavy weeds, scattered brush.....	0.05-0.07		
4. Light brush and trees: <sup>10</sup>			
a. Winter.....	0.05-0.06		
b. Summer.....	0.06-0.08		
5. Medium to dense brush: <sup>10</sup>			
a. Winter.....	0.07-0.11		
b. Summer.....	0.10-0.16		
6. Dense willows, summer, not bent over by current.....	0.15-0.20		
7. Cleared land with tree stumps, 100-150 per acre:			
a. No sprouts.....	0.04-0.05		
b. With heavy growth of sprouts.....	0.06-0.08		
8. Heavy stand of timber, a few down trees, little undergrowth:			
a. Flood depth below branches.....	0.10-0.12		
b. Flood depth reaches branches.....	0.12-0.16		
<b>C. Major streams (surface width at flood stage more than 100 ft.):</b> Roughness coefficient is usually less than for minor streams of similar description on account of less effective resistance offered by irregular banks or vegetation on banks. Values of n may be somewhat reduced. Follow recommendation in publication cited <sup>1</sup> if possible. The value of n for larger streams of most regular section, with no boulders or brush, may be in the range of.....			
	0.028-0.033		

LAND USE OR SURFACE CHARACTERISTICS	SCS HYDROLOGIC SOIL GROUP (SEE APPENDIX "C" FOR DESCRIPTIONS)											
	A			B			C			D		
	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+	0-2%	2-6%	6%+
<b>UNDEVELOPED AREAS</b>												
Bare ground	.10-.20 .14-.24	.16-.26 .22-.32	.25-.35 .30-.40	.14-.22 .20-.28	.22-.30 .28-.36	.30-.38 .37-.45	.20-.28 .26-.34	.28-.36 .35-.43	.36-.44 .40-.48	.24-.32 .30-.38	.30-.38 .40-.48	40-.48 50-.58
Cultivated/Agricultural	.08-.18 .14-.24	.13-.23 .18-.28	.16-.26 .22-.32	.11-.19 .16-.24	.15-.23 .21-.29	.21-.29 .28-.36	.14-.22 .20-.28	.19-.27 .25-.33	.26-.34 .34-.42	.18-.26 .24-.32	.23-.31 .29-.37	.31-.39 .41-.49
Pasture	.12-.22 .15-.25	.20-.30 .25-.35	.30-.40 .37-.47	.18-.26 .23-.31	.28-.36 .34-.42	.37-.45 .45-.53	.24-.32 .30-.38	.34-.42 .42-.50	.44-.52 .52-.60	.30-.38 .37-.45	.40-.48 .50-.58	.50-.58 .62-.70
Meadow	.10-.20 .14-.24	.16-.26 .22-.32	.25-.35 .30-.40	.14-.22 .20-.28	.22-.30 .28-.36	.30-.38 .37-.45	.20-.28 .26-.34	.28-.36 .35-.43	.36-.44 .44-.52	.24-.32 .30-.38	.30-.38 .40-.48	.40-.48 .50-.58
Forest	.05-.15 .08-.18	.08-.18 .11-.21	.11-.21 .14-.24	.08-.16 .10-.18	.11-.19 .14-.22	.14-.22 .18-.26	.10-.18 .12-.20	.13-.21 .16-.24	.16-.24 .20-.28	.12-.20 .15-.23	.16-.24 .20-.28	.20-.28 .25-.33
<b>RESIDENTIAL AREAS</b>												
1/8 acre per unit	.40-.50 .48-.58	.43-.53 .52-.62	.46-.56 .55-.65	.42-.50 .50-.58	.45-.53 .54-.62	.50-.58 .59-.67	.45-.53 .53-.61	.48-.56 .57-.65	.53-.61 .64-.72	.48-.56 .56-.64	.51-.59 .60-.68	.57-.65 .69-.77
1/4 acre per unit	.27-.37 .35-.45	.31-.41 .39-.49	.34-.44 .42-.52	.29-.37 .38-.46	.34-.42 .42-.50	.38-.46 .47-.55	.32-.40 .41-.49	.36-.44 .45-.53	.41-.49 .52-.60	.35-.43 .43-.51	.39-.47 .47-.55	.45-.53 .57-.65
1/3 acre per unit	.22-.32 .31-.41	.26-.36 .35-.45	.29-.39 .38-.48	.25-.33 .33-.41	.29-.37 .38-.46	.33-.41 .42-.50	.28-.36 .36-.44	.32-.40 .41-.49	.37-.45 .48-.56	.31-.39 .39-.47	.35-.43 .43-.51	.42-.50 .53-.61
1/2 acre per unit	.16-.26 .25-.35	.20-.30 .29-.39	.24-.34 .32-.42	.19-.27 .28-.36	.23-.31 .32-.40	.28-.36 .36-.44	.22-.30 .31-.39	.27-.35 .35-.43	.32-.40 .42-.50	.26-.34 .34-.42	.30-.38 .38-.46	.37-.45 .48-.56
1 acre per unit	.14-.24 .22-.32	.19-.29 .26-.36	.22-.32 .29-.39	.17-.25 .24-.32	.21-.29 .28-.36	.26-.34 .34-.42	.20-.28 .28-.36	.25-.33 .32-.40	.31-.39 .40-.48	.24-.32 .31-.39	.29-.37 .35-.43	.35-.43 .46-.54
<b>MISC. SURFACES</b>												
Pavement and roofs	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97	.93 .95	.94 .96	.95 .97
Traffic areas (soil and gravel)	.55-.65 .65-.70	.60-.70 .70-.75	.64-.74 .74-.79	.60-.68 .68-.76	.64-.72 .72-.80	.67-.75 .75-.83	.64-.72 .72-.80	.67-.75 .75-.83	.69-.77 .77-.85	.72-.80 .79-.87	.75-.83 .82-.90	.77-.85 .84-.92
Green landscaping (lawns, parks)	.10-.20 .14-.24	.16-.26 .22-.32	.25-.35 .30-.40	.14-.22 .20-.28	.22-.30 .28-.36	.30-.38 .37-.45	.20-.28 .26-.34	.28-.36 .35-.43	.36-.44 .42-.52	.24-.32 .30-.38	.30-.38 .40-.48	.40-.48 .50-.58
Non-green and gravel landscaping	.30-.40 .34-.44	.36-.46 .42-.52	.45-.55 .50-.60	.45-.55 .50-.60	.42-.50 .48-.56	.50-.58 .57-.65	.40-.48 .46-.54	.48-.56 .55-.63	.56-.64 .64-.72	.44-.52 .50-.58	.50-.58 .60-.68	.60-.68 .70-.78
Cemeteries, playgrounds	.20-.30 .24-.34	.26-.36 .32-.42	.35-.45 .40-.50	.35-.45 .40-.50	.32-.40 .38-.46	.40-.48 .47-.55	.30-.38 .36-.44	.38-.44 .45-.53	.46-.54 .54-.62	.34-.42 .40-.48	.40-.48 .50-.58	.50-.58 .60-.68

NOTES: 1. Values above and below pertain to the 2-year and 100-year storms, respectively.  
 2. The range of values provided allows for engineering judgement of site conditions such as basic shape, homogeneity of surface type, surface depression storage, and storm duration. In general, during shorter duration storms (Tc < 10 minutes), infiltration capacity is higher, allowing use of a "C" value in the low range. Conversely, for longer duration storms (Tc > 30 minutes), use a "C" value in the higher range.  
 3. For residential development at less than 1/8 acre per unit or greater than 1 acre per unit, and also for commercial and industrial areas, use values under MISC SURFACES to estimate "C" value ranges for use.

**RATIONAL METHOD RUNOFF COEFFICIENTS**  
 (Modified from Table 4, UC-Davis, which appears to be a modification of work done by Rawls)

TABLE "B-1"

**SECTION 3**  
**TIMES OF CONCENTRATION**

Quick TR-55 Ver.5.46 S/N:  
Executed: 13:57:38 04-15-2003 CRISLEE.TCT

SUMMARY SHEET FOR Tc or Tt COMPUTATIONS  
(Solved for Time using TR-55 Methods)

CRISTA LEE SUBDIVISION  
HISTORIC AND DEVELOPED Tc's  
4/15/03

<u>Subarea descr.</u>	<u>Tc or Tt</u>	<u>Time (hrs)</u>
HISTORIC SITE	Tc	0.50 = 30 MINUTES
DEVELOPED SITE	Tc	0.31 = 19 MINUTES

CRISTA LEE SUBDIVISION  
 HISTORIC AND DEVELOPED Tc's  
 4/15/03

Tc COMPUTATIONS FOR: HISTORIC SITE

SHEET FLOW (Applicable to Tc only)

Segment ID		1	
Surface description		PASTURE	
Manning's roughness coeff., n		0.0300	
Flow length, L (total < or = 300)	ft	300.0	
Two-yr 24-hr rainfall, P2	in	0.700	
Land slope, s	ft/ft	0.0050	
		0.8	
$T = \frac{.007 * (n * L)^{0.8}}{0.5 * P2^{0.4} * s}$			
	hrs	0.40	= 0.40

SHALLOW CONCENTRATED FLOW

Segment ID		2	
Surface (paved or unpaved)?		Unpaved	
Flow length, L	ft	380.0	
Watercourse slope, s	ft/ft	0.0050	
		0.5	
$Avg.V = Csf * (s)^{0.5}$			
where:	Unpaved Csf = 16.1345	ft/s	1.1409
	Paved Csf = 20.3282		
$T = L / (3600 * V)$			
	hrs	0.09	= 0.09

CHANNEL FLOW

Segment ID			
Cross Sectional Flow Area, a	sq.ft	0.00	
Wetted perimeter, Pw	ft	0.00	
Hydraulic radius, r = a/Pw	ft	0.000	
Channel slope, s	ft/ft	0.0000	
Manning's roughness coeff., n		0.0000	
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$			
	ft/s	0.0000	
Flow length, L	ft	0	
$T = L / (3600 * V)$			
	hrs	0.00	= 0.00

.....  
 TOTAL TIME (hrs) 0.50

Quick TR-55 Ver.5.46 S/N:  
 Executed: 13:57:38 04-15-2003 CRISLEE.TCT

CRISTA LEE SUBDIVISION  
 HISTORIC AND DEVELOPED Tc's  
 4/15/03

Tc COMPUTATIONS FOR: DEVELOPED SITE

SHEET FLOW (Applicable to Tc only)

Segment ID		1	
Surface description		LAWN	
Manning's roughness coeff., n		0.0450	
Flow length, L (total < or = 300)	ft	120.0	
Two-yr 24-hr rainfall, P2	in	0.700	
Land slope, s	ft/ft	0.0100	
		0.8	
$T = \frac{.007 * (n*L)}{0.5 * P2 * s}$			
	hrs	0.20	= 0.20

SHALLOW CONCENTRATED FLOW

Segment ID			
Surface (paved or unpaved)?			
Flow length, L	ft	0.0	
Watercourse slope, s	ft/ft	0.0000	
		0.5	
Avg.V = Csf * (s)	ft/s	0.0000	
where: Unpaved Csf = 16.1345			
Paved Csf = 20.3282			
$T = L / (3600*V)$			
	hrs	0.00	= 0.00

CHANNEL FLOW

Segment ID		3	
Cross Sectional Flow Area, a	sq.ft	4.00	
Wetted perimeter, Pw	ft	24.00	
Hydraulic radius, r = a/Pw	ft	0.167	
Channel slope, s	ft/ft	0.0050	
Manning's roughness coeff., n		0.0160	
$V = \frac{1.49 * r^{2/3} * s^{1/2}}{n}$			
	ft/s	1.9943	
Flow length, L	ft	800	
$T = L / (3600*V)$			
	hrs	0.11	= 0.11

.....  
 TOTAL TIME (hrs) 0.31

**SECTION 4**  
**RUNOFF**

Quick TR-55 Ver.5.46 S/N:  
 Executed: 14:25:26 04-15-2003

CRISTA LEE SUBDIVISION HISTORIC FLOWS  
 ENTIRE SITE  
 4/15/03

\* \* \* \* \* SUMMARY OF RATIONAL METHOD PEAK DISCHARGES \* \* \* \* \*

$$Q = \text{adj} * C * I * A$$

Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres  
 adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 2 years  
 'C' adjustment, k = 1  
 Adj. 'C' = Wtd.'C' x 1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
HIST. SITE	0.140	6.00						
			30.00	0.140	0.140	0.540	6.00	0.45



Quick TR-55 Ver.5.46 S/N:  
 Executed: 14:25:26 04-15-2003

CRISTA LEE SUBDIVISION HISTORIC FLOWS  
 ENTIRE SITE  
 4/15/03

\* \* \* \* \* SUMMARY OF RATIONAL METHOD PEAK DISCHARGES \* \* \* \* \*

$$Q = \text{adj} * C * I * A$$

Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres  
 adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 100 years  
 'C' adjustment, k = 1.4286  
 Adj. 'C' = Wtd.'C' x 1.4286

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
HIST. SITE	0.140	6.00						
			30.00	0.140	0.200	2.150	6.00	2.58

Quick TR-55 Ver.5.46 S/N:  
 Executed: 14:16:42 04-15-2003

CRISTA LEE SUBDIVISION DEVELOPED FLOWS  
 ENTIRE SITE  
 4/15/03

\* \* \* \* \* SUMMARY OF RATIONAL METHOD PEAK DISCHARGES \* \* \* \* \*

$$Q = \text{adj} * C * I * A$$

Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres  
 adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 2 years  
 'C' adjustment, k = 1  
 Adj. 'C' = Wtd.'C' x 1

Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
DEV. SITE	0.29	6.00	19.00	0.290	0.290	0.700	6.00	1.22

CRISTA LEE SUBDIVISION DEVELOPED FLOWS  
 ENTIRE SITE  
 4/15/03

\* \* \* \* \* SUMMARY OF RATIONAL METHOD PEAK DISCHARGES \* \* \* \* \*

$$Q = \text{adj} * C * I * A$$

Where: Q=cfs, C=Weighted Runoff Coefficient, I=in/hour, A=acres  
 adj = 'C' adjustment factor for each return frequency

RETURN FREQUENCY = 100 years  
 'C' adjustment, k = 1.3103  
 Adj. 'C' = Wtd.'C' x 1.3103

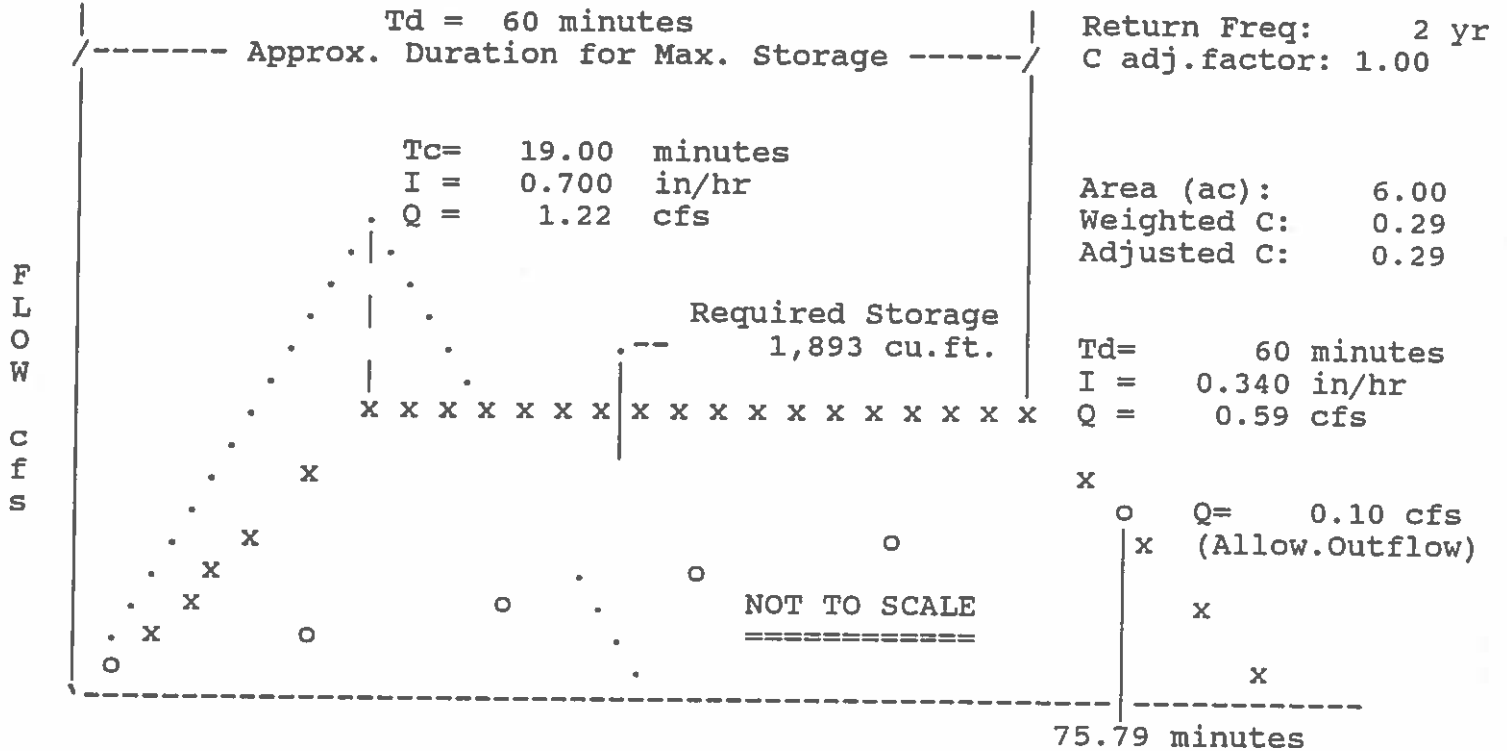
Subarea Descr.	Runoff 'C'	Area acres	Tc (min)	Wtd. 'C'	Adj. 'C'	I in/hr	Total acres	Peak Q (cfs)
DEV. SITE	0.290	6.00	19.00	0.290	0.380	2.770	6.00	6.32

MODIFIED RATIONAL METHOD  
 ---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CRISTA LEE SUBDIVISION DEVELOPED FLOWS  
 ENTIRE SITE  
 4/15/03

\*\*\*\*\*  
 \* RETURN FREQUENCY: 2 yr | Allowable Outflow: 0.10 cfs \*  
 \* 'C' Adjustment: 1.000 | Required Storage: 1,893 cu.ft. \*  
 \*-----\*  
 \* Peak Inflow: 0.59 cfs Inflow .HYD stored: CL-D2 .HYD \*  
 \*\*\*\*\*

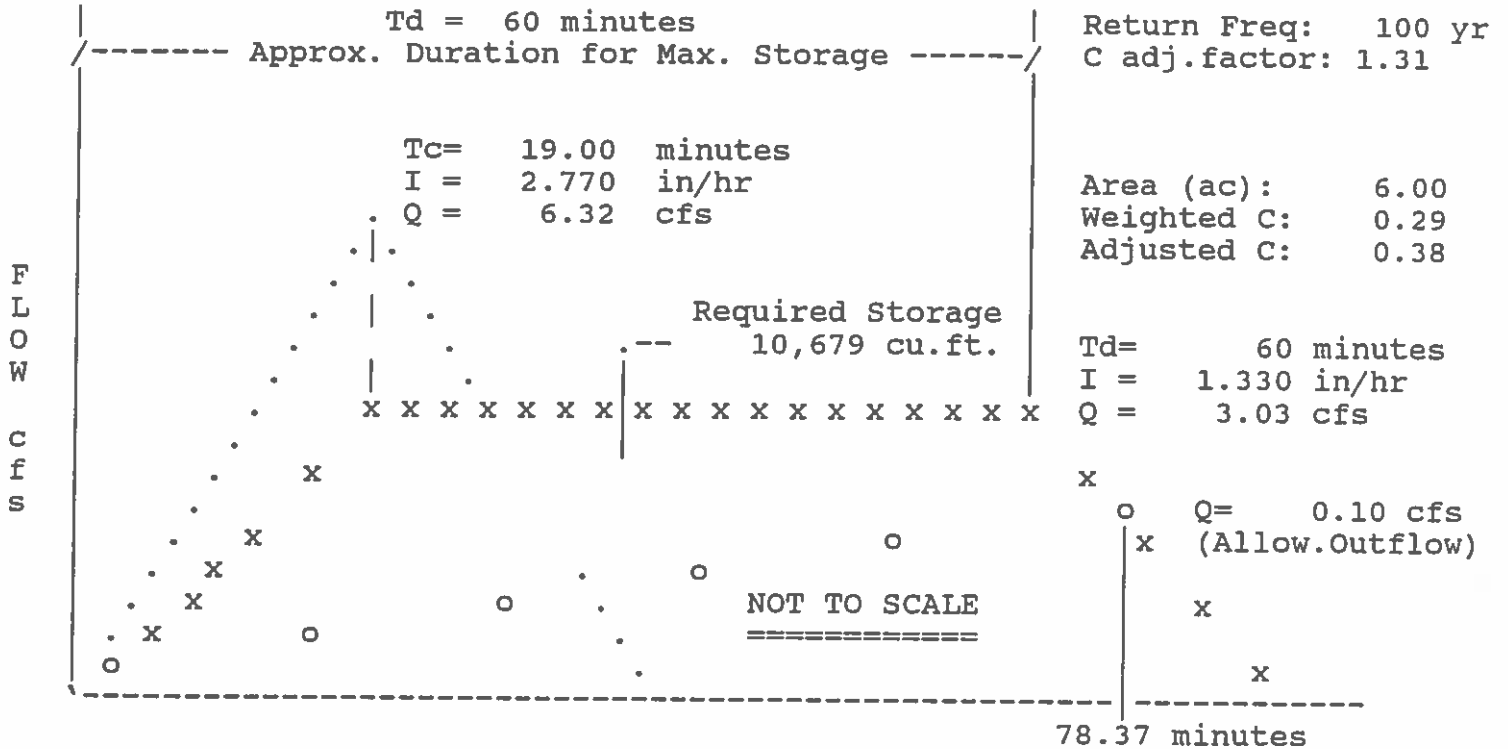


MODIFIED RATIONAL METHOD  
 ---- Graphical Summary for Maximum Required Storage ----

First peak outflow point assumed to occur at inflow recession leg.

CRISTA LEE SUBDIVISION DEVELOPED FLOWS  
 ENTIRE SITE  
 4/15/03

\*\*\*\*\*  
 \* RETURN FREQUENCY: 100 yr | Allowable Outflow: 0.10 cfs \*  
 \* 'C' Adjustment: 1.310 | Required Storage: 10,679 cu.ft. \*  
 \*-----\*  
 \* Peak Inflow: 3.03 cfs | Inflow .HYD stored: CL-D100 .HYD \*  
 \*\*\*\*\*



Quick TR-55 Ver.5.46 S/N:  
 Executed: 14:16:42 04-15-2003

CRISTA LEE SUBDIVISION DEVELOPED FLOWS  
 ENTIRE SITE  
 4/15/03

\*\*\*\* Modified Rational Hydrograph \*\*\*\*

Weighted C = 0.290 Area= 6.000 acres Tc = 19.00 minutes

Adjusted C = 0.290 Td= 60.00 min. I= 0.34 in/hr Qp= 0.59 cfs

RETURN FREQUENCY: 2 year storm Adj.factor = 1.00  
 Output file: CL-D2 .HYD

HYDROGRAPH FOR MAXIMUM STORAGE  
 For the 2 Year Storm

Time increment = 0.017 Hours  
 Time on left represents time for first Q in each row.

Time Hours	0.00	0.03	0.06	0.09	0.12	0.16	0.19
0.000	0.00	0.03	0.06	0.09	0.12	0.16	0.19
0.117	0.22	0.25	0.28	0.31	0.34	0.37	0.40
0.233	0.44	0.47	0.50	0.53	0.56	0.59	0.59
0.350	0.59	0.59	0.59	0.59	0.59	0.59	0.59
0.467	0.59	0.59	0.59	0.59	0.59	0.59	0.59
0.583	0.59	0.59	0.59	0.59	0.59	0.59	0.59
0.700	0.59	0.59	0.59	0.59	0.59	0.59	0.59
0.817	0.59	0.59	0.59	0.59	0.59	0.59	0.59
0.933	0.59	0.59	0.59	0.59	0.59	0.56	0.53
1.050	0.50	0.47	0.44	0.40	0.37	0.34	0.31
1.167	0.28	0.25	0.22	0.19	0.16	0.12	0.09
1.283	0.06	0.03	0.00				

Quick TR-55 Ver.5.46 S/N:  
 Executed: 14:16:42 04-15-2003

CRISTA LEE SUBDIVISION DEVELOPED FLOWS  
 ENTIRE SITE  
 4/15/03

\*\*\*\* Modified Rational Hydrograph \*\*\*\*

Weighted C = 0.290 Area= 6.000 acres Tc = 19.00 minutes

Adjusted C = 0.380 Td= 60.00 min. I= 1.33 in/hr Qp= 3.03 cfs

RETURN FREQUENCY: 100 year storm Adj.factor = 1.31

Output file: CL-D100 .HYD

HYDROGRAPH FOR MAXIMUM STORAGE  
 For the 100 Year Storm

Time increment = 0.017 Hours  
 Time on left represents time for first Q in each row.

Time Hours	0.00	0.16	0.32	0.48	0.64	0.80	0.96
0.000	0.00	0.16	0.32	0.48	0.64	0.80	0.96
0.117	1.12	1.28	1.44	1.60	1.76	1.92	2.07
0.233	2.23	2.39	2.55	2.71	2.87	3.03	3.03
0.350	3.03	3.03	3.03	3.03	3.03	3.03	3.03
0.467	3.03	3.03	3.03	3.03	3.03	3.03	3.03
0.583	3.03	3.03	3.03	3.03	3.03	3.03	3.03
0.700	3.03	3.03	3.03	3.03	3.03	3.03	3.03
0.817	3.03	3.03	3.03	3.03	3.03	3.03	3.03
0.933	3.03	3.03	3.03	3.03	3.03	2.87	2.71
1.050	2.55	2.39	2.23	2.07	1.92	1.76	1.60
1.167	1.44	1.28	1.12	0.96	0.80	0.64	0.48
1.283	0.32	0.16	0.00				





**SECTION 5  
HYDRAULICS**

POND-2 Version: 5.21  
S/N:

CRISTA LEE SUBDIVISION  
DETENTION POND  
4/15/03

CALCULATED 04-15-2003 17:49:20  
DISK FILE: CRSLEE .VOL

Planimeter scale: 1 inch = 10 ft.

Elevation (ft)	Planimeter (sq.in.)	Area (sq.ft)	A1+A2+sq(A1*A2) (sq.ft)	* Volume (cubic-ft)	Volume Sum (cubic-ft)
4,674.00	70.56	7,056	0	0	0
4,675.00	81.98	8,198	22,860	7,620	7,620
4,676.00	94.17	9,417	26,401	8,800	16,420

\* Incremental volume computed by the Conic Method for Reservoir Volumes.

$$\text{Volume} = (1/3) * (\text{EL2}-\text{EL1}) * (\text{Area1} + \text{Area2} + \text{sq.rt.}(\text{Area1}*\text{Area2}))$$

where: EL1, EL2 = Lower and upper elevations of the increment  
Area1, Area2 = Areas computed for EL1, EL2, respectively  
Volume = Incremental volume between EL1 and EL2

## Weir Calculator

### Given Input Data:

Weir Type .....	Triangular
Solving for .....	Angle
Flowrate .....	2.0000 cfs
Depth of Flow .....	24.0000 in
Coefficient .....	0.5830
Height .....	36.0000 in

### Computed Results:

Angle .....	16.1357 deg
Full Flow .....	5.5114 cfs
Velocity .....	3.5274 fps
Crest length .....	6.8040 in
Area .....	0.8505 ft2
Perimeter .....	72.7197 in
Wet Perimeter .....	48.4798 in
Wet Area .....	0.5670 ft2
Percent Full .....	66.6667 %

#Units=Structural Dimensions,in,Flowrate,cfs

#Rating Curve Rating Curve Data

#Depth - in      Flowrate - cfs

```

#-----
0.00000000,      0.00000000
1.20000000,      0.00111803
2.40000000,      0.00632454
3.60000000,      0.01742837
4.80000000,      0.03577698
6.00000000,      0.06249981
7.20000000,      0.09858976
8.40000000,      0.14494351
9.60000000,      0.20238516
10.80000000,     0.27168143
12.00000000,     0.35355232
13.20000000,     0.44867864
14.40000000,     0.55770791
15.60000000,     0.68125871
16.80000000,     0.81992433
18.00000000,     0.97427562
19.20000000,     1.14486332
20.40000000,     1.33222012
21.60000000,     1.53686227
22.80000000,     1.75929103
24.00000000,     1.99999392
25.20000000,     2.25944578
26.40000000,     2.53810970
27.60000000,     2.83643788
28.80000000,     3.15487234
30.00000000,     3.49384559
31.20000000,     3.85378122
32.40000000,     4.23509442
33.60000000,     4.63819245
34.80000000,     5.06347513
    
```

```

*****
*
* CRISTA LEE SUBDIVISION - 2 YEAR STORM
* DETENTION POND
* 50 GPM DISCHARGE (PUMPED)
* 4/15/03
*
*****
  
```

Inflow Hydrograph: CL-D2 .HYD  
 Rating Table file: CRSLEE .PND

-----INITIAL CONDITIONS-----  
 Elevation = 4673.50 ft  
 Outflow = 0.00 cfs  
 Storage = 0 cu-ft

GIVEN POND DATA

ELEVATION (ft)	OUTFLOW (cfs)	STORAGE (cu-ft)
4673.50	0.0	0
4674.00	0.1	50
4675.00	0.1	7,620
4676.00	0.1	16,420

INTERMEDIATE ROUTING  
 COMPUTATIONS

2S/t (cfs)	2S/t + 0 (cfs)
0.0	0.0
1.7	1.8
253.9	254.0
547.2	547.3

Time increment (t) = 0.017 hrs.

Pond File: CRSLEE .PND  
 Inflow Hydrograph: CL-D2 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.000	0.00	-----	0.0	0.0	0.00	4673.50
0.017	0.03	0.0	0.0	0.0	0.00	4673.51
0.033	0.06	0.1	0.1	0.1	0.01	4673.53
0.050	0.09	0.2	0.2	0.3	0.01	4673.57
0.067	0.12	0.2	0.4	0.4	0.02	4673.62
0.083	0.16	0.3	0.6	0.7	0.04	4673.69
0.100	0.19	0.4	0.8	0.9	0.05	4673.77
0.117	0.22	0.4	1.1	1.2	0.07	4673.85
0.133	0.25	0.5	1.4	1.6	0.09	4673.94
0.150	0.28	0.5	1.7	1.9	0.10	4674.00
0.167	0.31	0.6	2.1	2.3	0.10	4674.00
0.183	0.34	0.7	2.6	2.8	0.10	4674.00
0.200	0.37	0.7	3.1	3.3	0.10	4674.01
0.217	0.40	0.8	3.6	3.8	0.10	4674.01
0.233	0.44	0.8	4.3	4.5	0.10	4674.01
0.250	0.47	0.9	5.0	5.2	0.10	4674.01
0.267	0.50	1.0	5.8	6.0	0.10	4674.02
0.283	0.53	1.0	6.6	6.8	0.10	4674.02
0.300	0.56	1.1	7.5	7.7	0.10	4674.02
0.317	0.59	1.2	8.4	8.6	0.10	4674.03
0.333	0.59	1.2	9.4	9.6	0.10	4674.03
0.350	0.59	1.2	10.4	10.6	0.10	4674.03
0.367	0.59	1.2	11.4	11.6	0.10	4674.04
0.383	0.59	1.2	12.4	12.6	0.10	4674.04
0.400	0.59	1.2	13.3	13.5	0.10	4674.05
0.417	0.59	1.2	14.3	14.5	0.10	4674.05
0.433	0.59	1.2	15.3	15.5	0.10	4674.05
0.450	0.59	1.2	16.3	16.5	0.10	4674.06
0.467	0.59	1.2	17.3	17.5	0.10	4674.06
0.483	0.59	1.2	18.2	18.4	0.10	4674.07
0.500	0.59	1.2	19.2	19.4	0.10	4674.07
0.517	0.59	1.2	20.2	20.4	0.10	4674.07
0.533	0.59	1.2	21.2	21.4	0.10	4674.08
0.550	0.59	1.2	22.2	22.4	0.10	4674.08
0.567	0.59	1.2	23.1	23.3	0.10	4674.09
0.583	0.59	1.2	24.1	24.3	0.10	4674.09
0.600	0.59	1.2	25.1	25.3	0.10	4674.09
0.617	0.59	1.2	26.1	26.3	0.10	4674.10
0.633	0.59	1.2	27.1	27.3	0.10	4674.10
0.650	0.59	1.2	28.0	28.2	0.10	4674.10
0.667	0.59	1.2	29.0	29.2	0.10	4674.11
0.683	0.59	1.2	30.0	30.2	0.10	4674.11
0.700	0.59	1.2	31.0	31.2	0.10	4674.12
0.717	0.59	1.2	32.0	32.2	0.10	4674.12
0.733	0.59	1.2	32.9	33.1	0.10	4674.12

Pond File: CRSLEE .PND  
 Inflow Hydrograph: CL-D2 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - O (cfs)	2S/t + O (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.750	0.59	1.2	33.9	34.1	0.10	4674.13
0.767	0.59	1.2	34.9	35.1	0.10	4674.13
0.783	0.59	1.2	35.9	36.1	0.10	4674.14
0.800	0.59	1.2	36.9	37.1	0.10	4674.14
0.817	0.59	1.2	37.8	38.0	0.10	4674.14
0.833	0.59	1.2	38.8	39.0	0.10	4674.15
0.850	0.59	1.2	39.8	40.0	0.10	4674.15
0.867	0.59	1.2	40.8	41.0	0.10	4674.16
0.884	0.59	1.2	41.8	42.0	0.10	4674.16
0.900	0.59	1.2	42.7	42.9	0.10	4674.16
0.917	0.59	1.2	43.7	43.9	0.10	4674.17
0.934	0.59	1.2	44.7	44.9	0.10	4674.17
0.950	0.59	1.2	45.7	45.9	0.10	4674.17
0.967	0.59	1.2	46.7	46.9	0.10	4674.18
0.984	0.59	1.2	47.6	47.8	0.10	4674.18
1.000	0.59	1.2	48.6	48.8	0.10	4674.19
1.017	0.56	1.2	49.6	49.8	0.10	4674.19
1.034	0.53	1.1	50.5	50.7	0.10	4674.19
1.050	0.50	1.0	51.3	51.5	0.10	4674.20
1.067	0.47	1.0	52.1	52.3	0.10	4674.20
1.084	0.44	0.9	52.8	53.0	0.10	4674.20
1.100	0.40	0.8	53.4	53.6	0.10	4674.21
1.117	0.37	0.8	54.0	54.2	0.10	4674.21
1.134	0.34	0.7	54.5	54.7	0.10	4674.21
1.150	0.31	0.7	54.9	55.1	0.10	4674.21
1.167	0.28	0.6	55.3	55.5	0.10	4674.21
1.184	0.25	0.5	55.7	55.9	0.10	4674.21
1.200	0.22	0.5	55.9	56.1	0.10	4674.22
1.217	0.19	0.4	56.1	56.3	0.10	4674.22
1.234	0.16	0.4	56.3	56.5	0.10	4674.22
1.250	0.12	0.3	56.4	56.6	0.10	4674.22
1.267	0.09	0.2	56.4	56.6	0.10	4674.22
1.284	0.06	0.2	56.3	56.5	0.10	4674.22
1.300	0.03	0.1	56.2	56.4	0.10	4674.22
1.317	0.00	0.0	56.0	56.2	0.10	4674.22

\*\*\*\*\* SUMMARY OF ROUTING COMPUTATIONS \*\*\*\*\*

Pond File: CRSLEE .PND  
Inflow Hydrograph: CL-D2 .HYD  
Outflow Hydrograph: CRSLEE .HYD

*Q<sub>out</sub> =  
- 50 G.P.M. PUMP -*

Starting Pond W.S. Elevation = 4673.50 ft

\*\*\*\*\* Summary of Peak Outflow and Peak Elevation \*\*\*\*\*

Peak Inflow = 0.59 cfs  
Peak Outflow = 0.10 cfs  
Peak Elevation = 4674.22 ft

\*\*\*\*\* Summary of Approximate Peak Storage \*\*\*\*\*

Initial Storage = 0 cu-ft  
Peak Storage From Storm = 1,695 cu-ft  
-----  
Total Storage in Pond = 1,695 cu-ft

```

*****
*
*   CRISTA LEE SUBDIVISION   *
*   DETENTION POND         *
*   50 GPM DISCHARGE (PUMPED) *
*   4/15/03                 *
*   100 YEAR STORM          *
*****
  
```

Inflow Hydrograph: CL-D100 .HYD  
 Rating Table file: CRSLEE .PND

-----INITIAL CONDITIONS-----  
 Elevation = 4673.50 ft  
 Outflow = 0.00 cfs  
 Storage = 0 cu-ft

GIVEN POND DATA

ELEVATION (ft)	OUTFLOW (cfs)	STORAGE (cu-ft)
4673.50	0.0	0
4674.00	0.1	50
4675.00	0.1	7,620
4676.00	0.1	16,420

INTERMEDIATE ROUTING  
 COMPUTATIONS

2S/t (cfs)	2S/t + 0 (cfs)
0.0	0.0
1.7	1.8
253.9	254.0
547.2	547.3

Time increment (t) = 0.017 hrs.



Pond File: CRSLEE .PND  
 Inflow Hydrograph: CL-D100 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.000	0.00	-----	0.0	0.0	0.00	4673.50
0.017	0.16	0.2	0.1	0.2	0.01	4673.55
0.033	0.32	0.5	0.6	0.6	0.04	4673.68
0.050	0.48	0.8	1.2	1.4	0.08	4673.88
0.067	0.64	1.1	2.1	2.3	0.10	4674.00
0.083	0.80	1.4	3.4	3.6	0.10	4674.01
0.100	0.96	1.8	4.9	5.1	0.10	4674.01
0.117	1.12	2.1	6.8	7.0	0.10	4674.02
0.133	1.28	2.4	9.0	9.2	0.10	4674.03
0.150	1.44	2.7	11.5	11.7	0.10	4674.04
0.167	1.60	3.0	14.4	14.6	0.10	4674.05
0.183	1.76	3.4	17.5	17.7	0.10	4674.06
0.200	1.92	3.7	21.0	21.2	0.10	4674.08
0.217	2.07	4.0	24.8	25.0	0.10	4674.09
0.233	2.23	4.3	28.9	29.1	0.10	4674.11
0.250	2.39	4.6	33.3	33.5	0.10	4674.13
0.267	2.55	4.9	38.0	38.2	0.10	4674.14
0.283	2.71	5.3	43.1	43.3	0.10	4674.16
0.300	2.87	5.6	48.5	48.7	0.10	4674.19
0.317	3.03	5.9	54.2	54.4	0.10	4674.21
0.333	3.03	6.1	60.0	60.2	0.10	4674.23
0.350	3.03	6.1	65.9	66.1	0.10	4674.26
0.367	3.03	6.1	71.8	72.0	0.10	4674.28
0.383	3.03	6.1	77.6	77.8	0.10	4674.30
0.400	3.03	6.1	83.5	83.7	0.10	4674.32
0.417	3.03	6.1	89.3	89.5	0.10	4674.35
0.433	3.03	6.1	95.2	95.4	0.10	4674.37
0.450	3.03	6.1	101.1	101.3	0.10	4674.39
0.467	3.03	6.1	106.9	107.1	0.10	4674.42
0.483	3.03	6.1	112.8	113.0	0.10	4674.44
0.500	3.03	6.1	118.6	118.8	0.10	4674.46
0.517	3.03	6.1	124.5	124.7	0.10	4674.49
0.533	3.03	6.1	130.4	130.6	0.10	4674.51
0.550	3.03	6.1	136.2	136.4	0.10	4674.53
0.567	3.03	6.1	142.1	142.3	0.10	4674.56
0.583	3.03	6.1	147.9	148.1	0.10	4674.58
0.600	3.03	6.1	153.8	154.0	0.10	4674.60
0.617	3.03	6.1	159.7	159.9	0.10	4674.63
0.633	3.03	6.1	165.5	165.7	0.10	4674.65
0.650	3.03	6.1	171.4	171.6	0.10	4674.67
0.667	3.03	6.1	177.2	177.4	0.10	4674.70
0.683	3.03	6.1	183.1	183.3	0.10	4674.72
0.700	3.03	6.1	189.0	189.2	0.10	4674.74
0.717	3.03	6.1	194.8	195.0	0.10	4674.77
0.733	3.03	6.1	200.7	200.9	0.10	4674.79

Pond File: CRSLEE .PND  
 Inflow Hydrograph: CL-D100 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

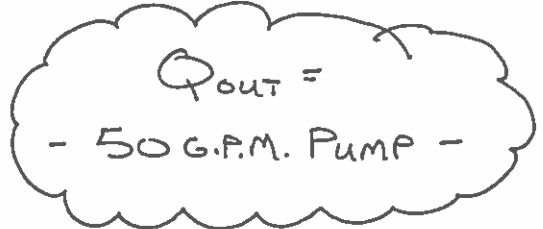
ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.750	3.03	6.1	206.5	206.7	0.10	4674.81
0.767	3.03	6.1	212.4	212.6	0.10	4674.84
0.783	3.03	6.1	218.3	218.5	0.10	4674.86
0.800	3.03	6.1	224.1	224.3	0.10	4674.88
0.817	3.03	6.1	230.0	230.2	0.10	4674.91
0.833	3.03	6.1	235.8	236.0	0.10	4674.93
0.850	3.03	6.1	241.7	241.9	0.10	4674.95
0.867	3.03	6.1	247.6	247.8	0.10	4674.98
0.884	3.03	6.1	253.4	253.6	0.10	4675.00
0.900	3.03	6.1	259.3	259.5	0.10	4675.02
0.917	3.03	6.1	265.1	265.3	0.10	4675.04
0.934	3.03	6.1	271.0	271.2	0.10	4675.06
0.950	3.03	6.1	276.9	277.1	0.10	4675.08
0.967	3.03	6.1	282.7	282.9	0.10	4675.10
0.984	3.03	6.1	288.6	288.8	0.10	4675.12
1.000	3.03	6.1	294.4	294.6	0.10	4675.14
1.017	2.87	5.9	300.1	300.3	0.10	4675.16
1.034	2.71	5.6	305.5	305.7	0.10	4675.18
1.050	2.55	5.3	310.6	310.8	0.10	4675.19
1.067	2.39	4.9	315.3	315.5	0.10	4675.21
1.084	2.23	4.6	319.7	319.9	0.10	4675.22
1.100	2.07	4.3	323.8	324.0	0.10	4675.24
1.117	1.92	4.0	327.6	327.8	0.10	4675.25
1.134	1.76	3.7	331.1	331.3	0.10	4675.26
1.150	1.60	3.4	334.3	334.5	0.10	4675.27
1.167	1.44	3.0	337.1	337.3	0.10	4675.28
1.184	1.28	2.7	339.6	339.8	0.10	4675.29
1.200	1.12	2.4	341.8	342.0	0.10	4675.30
1.217	0.96	2.1	343.7	343.9	0.10	4675.31
1.234	0.80	1.8	345.3	345.5	0.10	4675.31
1.250	0.64	1.4	346.5	346.7	0.10	4675.32
1.267	0.48	1.1	347.4	347.6	0.10	4675.32
1.284	0.32	0.8	348.0	348.2	0.10	4675.32
1.300	0.16	0.5	348.3	348.5	0.10	4675.32
1.317	0.00	0.2	348.3	348.5	0.10	4675.32

\*\*\*\*\* SUMMARY OF ROUTING COMPUTATIONS \*\*\*\*\*

Pond File: CRSLEE .PND  
Inflow Hydrograph: CL-D100 .HYD  
Outflow Hydrograph: CRSLEE .HYD

Starting Pond W.S. Elevation = 4673.50 ft



\*\*\*\*\* Summary of Peak Outflow and Peak Elevation \*\*\*\*\*

Peak Inflow = 3.03 cfs  
Peak Outflow = 0.10 cfs  
Peak Elevation = 4675.32 ft

\*\*\*\*\* Summary of Approximate Peak Storage \*\*\*\*\*

Initial Storage = 0 cu-ft  
Peak Storage From Storm = 10,456 cu-ft  
-----  
Total Storage in Pond = 10,456 cu-ft

```
*****
*
*          CRISTA LEE SUBDIVISION          *
*   DETENTION POND - 2 YEAR STORM         *
* V-NOTCH DISCHARGE (FUTURE CONDITION)   *
*                      4/30/03            *
*                                          *
*****
```

Inflow Hydrograph: CL-D2 .HYD  
 Rating Table file: CRSLEE2 .PND

----INITIAL CONDITIONS----

Elevation = 4673.50 ft  
 Outflow = 0.00 cfs  
 Storage = 0 cu-ft

GIVEN POND DATA

ELEVATION (ft)	OUTFLOW (cfs)	STORAGE (cu-ft)
4673.50	0.0	0
4674.00	0.1	50
4674.50	0.4	3,120
4675.00	1.0	7,620
4675.50	2.0	11,760
4676.00	3.5	16,420

INTERMEDIATE ROUTING  
 COMPUTATIONS

2S/t (cfs)	2S/t + 0 (cfs)
0.0	0.0
1.7	1.7
104.0	104.3
253.9	254.9
391.9	393.9
547.2	550.7

Time increment (t) = 0.017 hrs.

Pond File: CRSLEE2 .PND  
 Inflow Hydrograph: CL-D2 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.000	0.00	---	0.0	0.0	0.00	4673.50
0.017	0.03	0.0	0.0	0.0	0.00	4673.51
0.033	0.06	0.1	0.1	0.1	0.00	4673.53
0.050	0.09	0.2	0.2	0.3	0.01	4673.58
0.067	0.12	0.2	0.4	0.5	0.02	4673.63
0.083	0.16	0.3	0.7	0.7	0.02	4673.70
0.100	0.19	0.4	0.9	1.0	0.03	4673.79
0.117	0.22	0.4	1.2	1.3	0.05	4673.89
0.133	0.25	0.5	1.6	1.7	0.06	4674.00
0.150	0.28	0.5	2.0	2.1	0.06	4674.00
0.167	0.31	0.6	2.5	2.6	0.06	4674.00
0.183	0.34	0.7	3.0	3.1	0.06	4674.01
0.200	0.37	0.7	3.6	3.7	0.07	4674.01
0.217	0.40	0.8	4.2	4.3	0.07	4674.01
0.233	0.44	0.8	4.9	5.0	0.07	4674.02
0.250	0.47	0.9	5.7	5.8	0.07	4674.02
0.267	0.50	1.0	6.5	6.6	0.07	4674.02
0.283	0.53	1.0	7.4	7.5	0.08	4674.03
0.300	0.56	1.1	8.3	8.5	0.08	4674.03
0.317	0.59	1.2	9.3	9.5	0.08	4674.04
0.333	0.59	1.2	10.3	10.5	0.08	4674.04
0.350	0.59	1.2	11.3	11.5	0.09	4674.05
0.367	0.59	1.2	12.3	12.5	0.09	4674.05
0.383	0.59	1.2	13.3	13.5	0.09	4674.06
0.400	0.59	1.2	14.3	14.5	0.10	4674.06
0.417	0.59	1.2	15.3	15.5	0.10	4674.07
0.433	0.59	1.2	16.2	16.5	0.10	4674.07
0.450	0.59	1.2	17.2	17.4	0.10	4674.08
0.467	0.59	1.2	18.2	18.4	0.11	4674.08
0.483	0.59	1.2	19.1	19.4	0.11	4674.09
0.500	0.59	1.2	20.1	20.3	0.11	4674.09
0.517	0.59	1.2	21.1	21.3	0.12	4674.10
0.533	0.59	1.2	22.0	22.2	0.12	4674.10
0.550	0.59	1.2	22.9	23.2	0.12	4674.10
0.567	0.59	1.2	23.9	24.1	0.12	4674.11
0.583	0.59	1.2	24.8	25.0	0.13	4674.11
0.600	0.59	1.2	25.7	26.0	0.13	4674.12
0.617	0.59	1.2	26.6	26.9	0.13	4674.12
0.633	0.59	1.2	27.5	27.8	0.13	4674.13
0.650	0.59	1.2	28.5	28.7	0.14	4674.13
0.667	0.59	1.2	29.4	29.6	0.14	4674.14
0.683	0.59	1.2	30.3	30.5	0.14	4674.14
0.700	0.59	1.2	31.1	31.4	0.14	4674.14
0.717	0.59	1.2	32.0	32.3	0.15	4674.15
0.733	0.59	1.2	32.9	33.2	0.15	4674.15

Pond File: CRSLEE2 .PND  
 Inflow Hydrograph: CL-D2 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.750	0.59	1.2	33.8	34.1	0.15	4674.16
0.767	0.59	1.2	34.7	35.0	0.15	4674.16
0.783	0.59	1.2	35.5	35.8	0.16	4674.17
0.800	0.59	1.2	36.4	36.7	0.16	4674.17
0.817	0.59	1.2	37.3	37.6	0.16	4674.17
0.833	0.59	1.2	38.1	38.4	0.16	4674.18
0.850	0.59	1.2	39.0	39.3	0.17	4674.18
0.867	0.59	1.2	39.8	40.1	0.17	4674.19
0.884	0.59	1.2	40.6	41.0	0.17	4674.19
0.900	0.59	1.2	41.5	41.8	0.17	4674.20
0.917	0.59	1.2	42.3	42.6	0.18	4674.20
0.934	0.59	1.2	43.1	43.5	0.18	4674.20
0.950	0.59	1.2	43.9	44.3	0.18	4674.21
0.967	0.59	1.2	44.8	45.1	0.18	4674.21
0.984	0.59	1.2	45.6	45.9	0.18	4674.22
1.000	0.59	1.2	46.4	46.7	0.19	4674.22
1.017	0.56	1.2	47.1	47.5	0.19	4674.22
1.034	0.53	1.1	47.8	48.2	0.19	4674.23
1.050	0.50	1.0	48.5	48.9	0.19	4674.23
1.067	0.47	1.0	49.1	49.5	0.19	4674.23
1.084	0.44	0.9	49.6	50.0	0.20	4674.24
1.100	0.40	0.8	50.0	50.4	0.20	4674.24
1.117	0.37	0.8	50.4	50.8	0.20	4674.24
1.134	0.34	0.7	50.7	51.1	0.20	4674.24
1.150	0.31	0.7	51.0	51.4	0.20	4674.24
1.167	0.28	0.6	51.2	51.6	0.20	4674.24
1.184	0.25	0.5	51.3	51.7	0.20	4674.24
1.200	0.22	0.5	51.4	51.8	0.20	4674.24
1.217	0.19	0.4	51.4	51.8	0.20	4674.24
1.234	0.16	0.4	51.3	51.7	0.20	4674.24
1.250	0.12	0.3	51.2	51.6	0.20	4674.24
1.267	0.09	0.2	51.0	51.4	0.20	4674.24
1.284	0.06	0.2	50.7	51.1	0.20	4674.24
1.300	0.03	0.1	50.4	50.8	0.20	4674.24
1.317	0.00	0.0	50.1	50.5	0.20	4674.24

\*\*\*\*\* SUMMARY OF ROUTING COMPUTATIONS \*\*\*\*\*

Pond File: CRSLEE2 .PND  
Inflow Hydrograph: CL-D2 .HYD  
Outflow Hydrograph: CRSLEE .HYD

FUTURE CONDITION:  
GRAVITY FLOW THRU WEIR  
TO B 1/2 ROAD STORM SEWER

Starting Pond W.S. Elevation = 4673.50 ft

\*\*\*\*\* Summary of Peak Outflow and Peak Elevation \*\*\*\*\*

Peak Inflow = 0.59 cfs  
Peak Outflow = 0.20 cfs  
Peak Elevation = 4674.24 ft

\*\*\*\*\* Summary of Approximate Peak Storage \*\*\*\*\*

Initial Storage = 0 cu-ft  
Peak Storage From Storm = 1,546 cu-ft  
-----  
Total Storage in Pond = 1,546 cu-ft

```

*****
*
*           CRISTA LEE SUBDIVISION           *
*   DETENTION POND - 100 YEAR STORM         *
*   V-NOTCH DISCHARGE (FUTURE CONDITION)   *
*                               4/30/03     *
*                                           *
*****
  
```

Inflow Hydrograph: CL-D100 .HYD  
 Rating Table file: CRSLEE2 .PND

----INITIAL CONDITIONS----  
 Elevation = 4673.50 ft  
 Outflow = 0.00 cfs  
 Storage = 0 cu-ft

GIVEN POND DATA

ELEVATION (ft)	OUTFLOW (cfs)	STORAGE (cu-ft)
4673.50	0.0	0
4674.00	0.1	50
4674.50	0.4	3,120
4675.00	1.0	7,620
4675.50	2.0	11,760
4676.00	3.5	16,420

INTERMEDIATE ROUTING  
 COMPUTATIONS

2S/t (cfs)	2S/t + 0 (cfs)
0.0	0.0
1.7	1.7
104.0	104.3
253.9	254.9
391.9	393.9
547.2	550.7

Time increment (t) = 0.017 hrs.



Pond File: CRSLEE2 .PND  
 Inflow Hydrograph: CL-D100 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.000	0.00	-----	0.0	0.0	0.00	4673.50
0.017	0.16	0.2	0.1	0.2	0.01	4673.55
0.033	0.32	0.5	0.6	0.6	0.02	4673.68
0.050	0.48	0.8	1.3	1.4	0.05	4673.90
0.067	0.64	1.1	2.3	2.4	0.06	4674.00
0.083	0.80	1.4	3.6	3.7	0.07	4674.01
0.100	0.96	1.8	5.2	5.4	0.07	4674.02
0.117	1.12	2.1	7.1	7.3	0.08	4674.03
0.133	1.28	2.4	9.4	9.5	0.08	4674.04
0.150	1.44	2.7	11.9	12.1	0.09	4674.05
0.167	1.60	3.0	14.8	15.0	0.10	4674.06
0.183	1.76	3.4	17.9	18.1	0.11	4674.08
0.200	1.92	3.7	21.4	21.6	0.12	4674.10
0.217	2.07	4.0	25.1	25.3	0.13	4674.12
0.233	2.23	4.3	29.1	29.4	0.14	4674.13
0.250	2.39	4.6	33.4	33.7	0.15	4674.16
0.267	2.55	4.9	38.1	38.4	0.16	4674.18
0.283	2.71	5.3	43.0	43.3	0.18	4674.20
0.300	2.87	5.6	48.2	48.5	0.19	4674.23
0.317	3.03	5.9	53.6	54.1	0.21	4674.25
0.333	3.03	6.1	59.2	59.7	0.22	4674.28
0.350	3.03	6.1	64.8	65.3	0.24	4674.31
0.367	3.03	6.1	70.4	70.9	0.26	4674.34
0.383	3.03	6.1	75.9	76.4	0.27	4674.36
0.400	3.03	6.1	81.4	82.0	0.29	4674.39
0.417	3.03	6.1	86.8	87.4	0.30	4674.42
0.433	3.03	6.1	92.3	92.9	0.32	4674.44
0.450	3.03	6.1	97.7	98.3	0.33	4674.47
0.467	3.03	6.1	103.0	103.7	0.35	4674.50
0.483	3.03	6.1	108.3	109.1	0.37	4674.52
0.500	3.03	6.1	113.6	114.4	0.39	4674.53
0.517	3.03	6.1	118.9	119.7	0.41	4674.55
0.533	3.03	6.1	124.0	124.9	0.43	4674.57
0.550	3.03	6.1	129.2	130.1	0.46	4674.59
0.567	3.03	6.1	134.3	135.3	0.48	4674.60
0.583	3.03	6.1	139.4	140.4	0.50	4674.62
0.600	3.03	6.1	144.4	145.4	0.52	4674.64
0.617	3.03	6.1	149.4	150.4	0.54	4674.65
0.633	3.03	6.1	154.3	155.4	0.56	4674.67
0.650	3.03	6.1	159.2	160.4	0.58	4674.69
0.667	3.03	6.1	164.1	165.3	0.60	4674.70
0.683	3.03	6.1	168.9	170.1	0.62	4674.72
0.700	3.03	6.1	173.7	174.9	0.64	4674.73
0.717	3.03	6.1	178.4	179.7	0.66	4674.75
0.733	3.03	6.1	183.1	184.5	0.68	4674.77

Pond File: CRSLEE2 .PND  
 Inflow Hydrograph: CL-D100 .HYD  
 Outflow Hydrograph: CRSLEE .HYD

INFLOW HYDROGRAPH

ROUTING COMPUTATIONS

TIME (hrs)	INFLOW (cfs)	I1+I2 (cfs)	2S/t - 0 (cfs)	2S/t + 0 (cfs)	OUTFLOW (cfs)	ELEVATION (ft)
0.750	3.03	6.1	187.8	189.2	0.70	4674.78
0.767	3.03	6.1	192.4	193.8	0.72	4674.80
0.783	3.03	6.1	197.0	198.4	0.74	4674.81
0.800	3.03	6.1	201.5	203.0	0.76	4674.83
0.817	3.03	6.1	206.0	207.6	0.78	4674.84
0.833	3.03	6.1	210.5	212.1	0.79	4674.86
0.850	3.03	6.1	214.9	216.6	0.81	4674.87
0.867	3.03	6.1	219.3	221.0	0.83	4674.89
0.884	3.03	6.1	223.7	225.4	0.85	4674.90
0.900	3.03	6.1	228.0	229.8	0.87	4674.92
0.917	3.03	6.1	232.3	234.1	0.88	4674.93
0.934	3.03	6.1	236.6	238.4	0.90	4674.95
0.950	3.03	6.1	240.8	242.6	0.92	4674.96
0.967	3.03	6.1	245.0	246.8	0.94	4674.97
0.984	3.03	6.1	249.1	251.0	0.95	4674.99
1.000	3.03	6.1	253.2	255.2	0.97	4675.00
1.017	2.87	5.9	257.1	259.1	1.00	4675.02
1.034	2.71	5.6	260.7	262.7	1.03	4675.03
1.050	2.55	5.3	263.8	265.9	1.05	4675.04
1.067	2.39	4.9	266.6	268.8	1.07	4675.05
1.084	2.23	4.6	269.1	271.2	1.09	4675.06
1.100	2.07	4.3	271.1	273.4	1.11	4675.07
1.117	1.92	4.0	272.9	275.1	1.12	4675.07
1.134	1.76	3.7	274.3	276.6	1.13	4675.08
1.150	1.60	3.4	275.4	277.7	1.14	4675.08
1.167	1.44	3.0	276.1	278.4	1.14	4675.08
1.184	1.28	2.7	276.6	278.9	1.15	4675.09
1.200	1.12	2.4	276.7	279.0	1.15	4675.09
1.217	0.96	2.1	276.5	278.8	1.15	4675.09
1.234	0.80	1.8	275.9	278.2	1.14	4675.08
1.250	0.64	1.4	275.1	277.4	1.14	4675.08
1.267	0.48	1.1	274.0	276.2	1.13	4675.08
1.284	0.32	0.8	272.5	274.8	1.12	4675.07
1.300	0.16	0.5	270.8	273.0	1.10	4675.07
1.317	0.00	0.2	268.8	271.0	1.09	4675.06

\*\*\*\*\* SUMMARY OF ROUTING COMPUTATIONS \*\*\*\*\*

Pond File: CRSLEE2 .PND  
Inflow Hydrograph: CL-D100 .HYD  
Outflow Hydrograph: CRSLEE .HYD

Starting Pond W.S. Elevation = 4673.50 ft

FUTURE CONDITION:  
GRAVITY FLOW THRU WEIR TO  
FUTURE 1/2 ROAD STORM SEWER

\*\*\*\*\* Summary of Peak Outflow and Peak Elevation \*\*\*\*\*

Peak Inflow = 3.03 cfs  
Peak Outflow = 1.15 cfs  
Peak Elevation = 4675.09 ft

\*\*\*\*\* Summary of Approximate Peak Storage \*\*\*\*\*

Initial Storage = 0 cu-ft  
Peak Storage From Storm = 8,336 cu-ft  
-----  
Total Storage in Pond = 8,336 cu-ft



**GEOTECHNICAL INVESTIGATION  
Christa Lee Subdivision  
2933 B ½ Road  
Grand Junction, Colorado**

**Prepared For:**

**Mr. Alan Helmick  
721 Main Street, Suite 4  
Delta, CO 81416**

**Job No. 1,133**

**August 20, 2002**

**Geotechnical, Environmental and Materials Testing Consultants**

**(970) 245-4078 • fax (970) 245-7115 • [geotechnicalgroup.com](http://geotechnicalgroup.com)  
685 West Gunnison Avenue, Suite 110, Grand Junction, Colorado 81505**

## TABLE OF CONTENTS

SCOPE.....	1
SUMMARY OF CONCLUSIONS .....	2
SITE CONDITIONS .....	3
PROPOSED CONSTRUCTION .....	3
GEOLOGIC HAZARDS .....	4
SUBSURFACE CONDITIONS .....	5
RESIDENCE FOUNDATIONS .....	7
SPREAD FOOTING FOUNDATIONS.....	8
TURNED DOWN SLABS .....	9
FLOOR SYSTEMS – SPREAD FOOTING FOUNDATIONS .....	10
FLOOR SLABS – TURNED DOWN SLAB-TYPE FOUNDATIONS.....	12
BELOW-GRADE CONSTRUCTION.....	13
DETENTION POND.....	14
CONCRETE.....	14
UTILITY INSTALLATION.....	15
PAVEMENT .....	16
SURFACE DRAINAGE .....	20
CONSTRUCTION MONITORING.....	21
LIMITATIONS .....	22

FIG. 1 - VICINITY MAP

FIG. 2 - LOCATION OF EXPLORATORY TEST PITS

FIGS. 3 AND 4 - LOGS OF EXPLORATORY TEST PITS

FIG. 5 - LEGEND AND NOTES OF EXPLORATORY TEST PITS

FIGS. 6 AND 7 – SWELL CONSOLIDATION TEST RESULTS

FIGS. 8 AND 9 – GRADATION TEST RESULTS

FIG. 10 – TYPICAL FOUNDATION DRAIN DETAILS

TABLE I - SUMMARY OF LABORATORY TEST RESULTS

APPENDIX A – PAVEMENT DESIGN CALCULATIONS

APPENDIX B – CONSTRUCTION RECOMMENDATIONS FOR FLEXIBLE AND RIGID PAVEMENT

## SCOPE

This report presents the results of our Geotechnical Investigation for the proposed Christa Lee Subdivision to be located at 2933 B ½ Road, in Grand Junction, Colorado. Our investigation was conducted to explore subsurface conditions and provide pavement section and foundation recommendations for the proposed residences. The report includes descriptions of subsoil and groundwater conditions found in eight exploratory test pits, recommended pavement design and construction recommendations, recommended foundation systems and allowable design soil pressures, and design and construction criteria for details influenced by the subsurface conditions. This investigation was performed in general conformance with our Proposal No. 02-156 dated July 2, 2002. Foundation recommendations for each lot were requested (during a telephone conversation with Mr. Helmick July 10, 2002) as additional services to proposal No. 02-156.

The report was prepared from data developed during our field exploration, laboratory testing, engineering analysis and experience with similar conditions. A brief summary of our conclusions and recommendations follows. Detailed criteria are presented within the report.

## SUMMARY OF CONCLUSIONS

1. Subsoils found in the eight exploratory test pits consisted of silty, sandy clay to the maximum depths explored of 10 feet below the ground surface. Sandy, silty gravel was encountered at a depth of 6 feet and 5 feet in test pits TP-4 and TP-6, respectively. Water was encountered at 6.5 feet to 8 feet below the ground surface the day of excavation and at 6.5 feet and 7 feet in test pits TP-4 and TP-7 when checked five days later.
2. We identified variable groundwater and relatively soft soil conditions across the site. We anticipate soil instability concerns may be an issue during development and construction. We believe control and containment of irrigation water and ceasing irrigation on site may help mitigate potential problems.
3. We believe shallow, footing or turned down slab foundations can perform satisfactorily for the proposed residences. Soil stabilization may be necessary prior to foundation forming. A discussion, including detailed design and construction criteria are included in the text of the report.
4. We believe slab-on-grade construction supported by the soils encountered has low potential for movement. We recommend structurally supported floors in all finished living areas. Non-structural, slab-on-grade construction should be limited to flatwork and garage areas.
5. Very soft to medium stiff clays were encountered in the pavement area test pits. Stabilization may be necessary during utility construction and during pavement construction. A full depth asphalt thickness of 5.0 inches asphalt or 3.0 inches of asphalt and 6.0 inches of base course is recommended for residential interior streets, EDLA = 5 areas. Additional pavement section alternatives are presented in the text of the report.
6. Surface drainage should be designed for rapid runoff of surface water away from the proposed residences.

## **SITE CONDITIONS**

The subject site was located at 2933 B ½ Road in Grand Junction, Colorado. A vicinity map is included as Fig. 1. The subject site was a vacant, basically flat and nearly level parcel. The ground surface was grass covered with scattered trees. Scattered irrigation ditches noted across the site. The ditches had water in them but did not appear to be flowing. Standing water was observed at various locations across the site. B ½ Road was north. A subdivision was south. A single family residence and vacant pasture were east. Vacant land and a single family residence were west. The vicinity sloped down toward the north and west, towards the Colorado River, at slopes of approximately 1 percent or less (USGS Clifton, Colorado topographical quadrangle, 1962, photorevised 1973).

## **PROPOSED CONSTRUCTION**

We understand 21 lots are proposed for development and single family residence construction. We anticipate the residences to be one or two story structures with no below grade construction. Site grading will be minimal (less than 1 foot cut or fill). We anticipate foundation loads of 1,000 pounds per lineal foot of foundation wall. We understand there will be approximately 1,400 lineal



feet of interior streets. Buried utilities will be installed in street right-of-way areas. We understand there will be a detention pond on Tract A of the proposed subdivision. No other improvements, on or off site, are anticipated. If proposed construction, is different than what is described above, we should be notified so that we can re-evaluate the recommendations given.

## **GEOLOGIC HAZARDS**

We visited the site, observed eight (8) test pit excavations and reviewed documents from our library to investigate potential geologic hazards at the subject site. We reviewed the "USGS Grand Junction, Colorado" topographic quadrangle dated 1962, photo revised 1973 and "Geological Map of Colorado", by Tweto, dated 1979. The USGS topographic map identified the site as located on a high terrace, known locally as Orchard Mesa, near the confluence of the Colorado and Gunnison River. The Colorado River is approximately 0.4 miles north of the subject site. The Gunnison River is approximately 1.3 miles southwest of the subject site. The geologic map indicated the site is located on Quarternary alluvial terrace gravels; however the field investigation encountered alluvial sands overlain by clay and silt soils within 10 feet of the ground surface. Bedrock was not encountered to the maximum depth explored of 5 to 10 feet. The nearest fault we

identified was about 8 miles west/southwest of the subject site. In our experience, cobbly, gravelly clay deposits and / or Mancos Shale generally underlie the surficial clay soils at depth.

A site inspection was also performed to investigate physical evidence of geologic hazards. The subject site is located within an area classified as Zone 1 for earthquake potential by the Uniform building Code (Volume 2, "Structural Engineering Design Provisions," Chapter 16, page 2-41, 1994) indicating a low probability of earthquake occurrence. Excavation depths should be limited as much as practical due to underlying soft soils and potential groundwater. Based on results of this investigation, we believe development of the subject site for the proposed use is feasible.

## **SUBSURFACE CONDITIONS**

Subsurface conditions at the site were investigated by observing and sampling eight exploratory test pits. Locations of test pits are shown on Fig. 2. Graphic logs of the soils found in the exploratory test pits and field penetration resistance tests are presented on Figs. 3 through 5. Subsurface conditions encountered in the exploratory test pits consisted of silty, sandy clay to the

maximum depths explored of 10 feet below the ground surface. Sandy, silty gravel was encountered at a depth of 6 feet and 5 feet in test pits TP-4 and TP-6, respectively.

The silty, sandy clay had sandy, clay and clayey sand lenses, was very soft to very stiff, dry to wet, brown and tan with a slight porous fabric noted and mottling noted. The sandy, silty gravel was medium dense, moist to wet with depth and brown with cobbles noted. Seven clay samples tested had moisture contents of 11.0 percent to 25.9 percent. Four clay samples had dry densities of 97 pcf to 111 pcf. Two clay samples were tested for Atterberg limits. These samples had liquid limits of 26 and 48, plasticity indices of 10 and 23 and 67 and 80 percent passing the No. 200 sieve (silt and clay sized particles), respectively. Four clay samples were tested for one dimensional swell / consolidation characteristics. These samples ranged from compressing 2.5 percent to swelling 2.8 percent when wetted under a confining pressure of 500 or 1,000 psf. Two sand samples tested had moisture contents of 16.4 and 24.3 percent, exhibited liquid limits of 27 and 29, plasticity indices of 11 and 13 and 43 percent and 48 percent passing the No. 200 sieve (silt and clay sized particles), respectively. Two gravel samples tested had moisture contents of 10.9 and 9.8, 43 and 56 percent retained on the No. 4 sieve (gravel sized particles) and 16 and 13 percent passing the No. 200 sieve (silt and clay sized particles), respectively. Water was encountered at 6.5 feet to 8 feet

below the ground surface the day of excavation and at 6.5 feet and 7 feet in test pits, TP-4 and TP-7 when checked five days later. Standing water was observed in various locations across the site. We believe control and containment of irrigation water and ceasing irrigation on site may help mitigate potential water related problems. Results of laboratory testing are included in Figs. 6 through 9 and summarized on Table I.

## **RESIDENCE FOUNDATIONS**

This investigation indicates subsurface conditions at foundation levels consisted of variable, very soft to stiff, silty, sandy clay. A slight porous fabric was identified at varying depth in the test pits. A porous fabric is indicative of settlement potential. Lenses of soils with low swell potential were also identified. In our opinion, expansive soils are not a major concern due to the relatively thin lenses and elevated groundwater levels identified. We recommend that foundations bear as high as practical to help mitigate potential soft soils concerns. We understand that turned down slab and footing foundations are desired. In our experience, shallow foundations have been used in this area with satisfactory performance for conditions similar to those identified at this site. Footings generally offer better performance than turned down slabs because the floor would

be structurally supported and therefore isolated from differential ground movements. Turned down slabs would likely be less expensive to install. Due to a slight porous fabric noted across the site and to provide a more uniform foundation subgrade, the subgrade should be scarified, moisture conditioned and recompacted. Areas of soft and wet soil conditions were encountered. Stabilization may be necessary in areas across the site. In our experience the termination of irrigation has helped mitigate very soft conditions on other sites.

We present design and construction criteria for both foundation types below in an order of decreasing attractiveness. These criteria were developed from analysis of field and laboratory data and our experience. The additional requirements (if any) of the structural engineer and structural warrantor should also be considered.

### **Spread Footing Foundations**

1. Footing foundations, bearing on well compacted soils, can be designed for a maximum soils bearing pressure of 1,000 psf. Loose soils should be completely removed from foundation bearing areas, prior to placing concrete.
2. The completed excavation, within 2 feet horizontally of bearing areas, should be scarified 10 inches, moisture conditioned to within 2 percent of optimum moisture content and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D698).

Our representative should be called to test compaction of subgrade soils prior to forming.

If soft or yielding conditions are encountered then additional stabilization may be required. Our representative can also make stabilization recommendations at the time of our site visit, where applicable.

3. We recommend a minimum width of 16 inches for continuous footings. Isolated pads should be at least 30 inches by 30 inches. Foundation walls should be well reinforced top and bottom. We recommend reinforcement sufficient to span an unsupported distance of at least 12 feet. Reinforcement should be designed by the structural engineer.
4. Exterior walls must be protected from frost action. We understand 2 feet for frost cover is typically assumed in the Mesa County area.
5. The completed foundation excavation should be observed by our representative prior to placing forms, to verify the foundation bearing conditions and test compaction.

### **Turned Down Slabs**

1. Turned down portions, bearing on well compacted soils, can be designed for a maximum allowable soil bearing pressure of 1,000 pounds per square foot (psf). Loose soils should be completely removed from foundation bearing areas, prior to placing concrete.
2. The completed excavation, within 2 feet horizontally of bearing areas, should be scarified 10 inches, moisture conditioned to within 2 percent of optimum moisture content and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D698). Our representative should also be called to test compaction of subgrade soils prior to forming.

If soft or yielding conditions are encountered then additional stabilization may be required. Our representative can also make

stabilization recommendations at the time of our site visit, where applicable.

3. We recommend thickened slab portions be at least 16 inches wide continuous, where required. Perimeter foundations should be well reinforced both top and bottom so that they will span an unsupported distance of at least 12 feet.
4. The soils under footings should be protected from freezing. The depth of frost protection usually assumed in the Mesa County area is 2 feet.
5. Completed excavations should be inspected by a representative of our firm, prior to forming, to confirm that the soils are as anticipated from test pits and to test compaction.

## **FLOOR SYSTEMS – Spread Footing Foundations**

We believe the near-surface soils which will support slab-on-grade floors exhibited low movement potential. However, some movement must be assumed from an increase in moisture by residential development and associated landscaping and irrigation. To our knowledge, the only reliable solution to control floor movement is the construction of a structurally supported floor with at least a 12-inch air space between the floor and subgrade. In our opinion, structural floors should be used in all finished living areas. Structurally supported floors are normally not used in garage areas. A slab-on-grade floor can be used in garages provided the builder and owner is aware of and accepts risk of potential

movement. Driveways, sidewalks and exterior patio slabs are also constructed as slabs-on-grade.

We recommend the following precautions for construction of slabs-on-grade at this site. These precautions will not prevent movement in the event the underlying soils become wetted; they tend to reduce damage if movement occurs.

1. Slab-on-grade construction should be limited to areas such as garage and exterior flatwork.
2. Slab subgrade areas should be scarified, moisture conditioned and compacted as described earlier in the "FOUNDATION" section of this report.
3. Slabs should be separated from exterior walls and interior bearing members with a slip joint which allows for free vertical movement of slabs.
4. The use of slab-bearing partitions should be minimized. Where such partitions are necessary, a slip joint allowing at least 1.5 inches of free vertical slab movement should be used. The home owner should be advised of potential movement and re-establish this void if it closes. Doorways and stairwells should also be designed for this movement. Sheetrock should not extend to slab-on-grade floors.
5. Underslab plumbing should be eliminated where feasible. Where such plumbing is unavoidable, it should be thoroughly pressure tested during construction for leaks and should be provided with flexible couplings. Gas and water lines leading to slab-supported appliances should be constructed with flexibility.
6. Plumbing and utilities which pass through slabs should be isolated from the slabs. Heating and air conditioning systems supported by the slabs should be provided with flexible connections capable of at



least 1.5 inches of vertical movement so that slab movement is not transmitted to the duct work.

7. Frequent control joints should be provided to reduce problems associated with shrinkage and curling. The American Concrete Institute (ACI) and Portland Cement Association (PCA) recommend a maximum panel size of 8 to 15 feet depending upon concrete thickness and slump, and the maximum aggregate size. We advocate additional control joints 3 feet off and parallel to grade beams and foundation walls.
8. Exterior patio and porch slabs should be designed to function as independent units. Movement of slabs-on-grade should not be transmitted directly to the residence foundations. Stucco finish (if any) should terminate at least 6 inches above any flatwork.

## **FLOOR SLABS – Turned Down Slab-Type Foundations**

As proposed, floor slabs may be constructed as a portion of the foundation system. Where building loads are supported by the slab, thickened portions and heavy slab reinforcing may be required. Hair pin type reinforcing should be avoided where possible. If hair pin type reinforcing can not be avoided, it should be carefully designed by the structural engineer to consider differential movements and effects on floor slab cracking and damage. A joint should be installed in these areas to control areas of likely cracking. Plumbing and utilities which pass through the slabs should be isolated from the slab. Slabs should be well reinforced to function as rigid bodies. Frequent control joints should be provided to reduce

problems associated with shrinkage and curling. We recommend 8 to 15 foot joint spacing, depending on slump, aggregate size and slab thickness.

## **BELOW-GRADE CONSTRUCTION**

No below-grade construction is anticipated at this site. Typically, foundation drains are not required for construction of this type. Shallow groundwater was identified on the site. There has been recent concern with moist to wet conditions in crawl spaces. Although this is not generally a concern structurally, it is considered undesirable to the homeowner. The cost to install a perimeter drain at the time of construction is significantly less than one installed after construction. Where groundwater exists within 5 feet of the surface, we recommend a perimeter drain be installed at the time of construction to help mitigate the potential moisture in the crawl space areas at this site. Crawl space areas should also be sloped so that potential moisture will not collect in these areas, but flow out of the crawl space. Crawl space areas should also be well ventilated to mitigate potential musty odors. Typical foundation drain details are presented on Fig. 10.

## DETENTION POND

We understand there will be a detention pond in the north east portion of the site (tract A). We visited the subject site and sampled a test pit (TP-4) in the location of the proposed detention basin (Fig. 1). The soils encountered in the test pit included 6.5 feet of silty, sandy clay underlain by sandy, silty gravel to the maximum depth explored of 10 feet below the ground surface. A relatively undisturbed sample was obtained from a depth of approximately 2 feet below the existing grade and tested for hydraulic conductivity using a flexible wall permeameter (ASTM D5084). The sample tested exhibited a hydraulic conductivity (k) of  $2.2 \times 10^{-7}$  cm/sec. Ground water was encountered at 7 feet below the ground surface at the time of excavation and when checked 5 days later.

## CONCRETE

One soils sample (TP-1 through TP-3 at 0 to 5 foot depth) tested had a water soluble sulfate concentration of 790 ppm. Sulfate concentrations in this range are considered to have a moderate effect on concrete which comes into contact with the soils. We recommend a modified Type II (sulfate resistant)

cement be used for concrete that comes into contact with the subsoils. In addition, concrete should have a maximum water-cement ratio of 0.5.

## UTILITY INSTALLATION

We believe utility installation in the natural clays can be accomplished using conventional excavation equipment. Utility trenches should be sloped or shored to meet local, State and Federal safety regulations. Based on our investigation, we believe soils at this site may be classified as either Type B or Type C, based on OSHA standards. Excavation slopes specified by OSHA are dependent upon types of soils and groundwater conditions encountered. Contractors should identify the conditions encountered in the excavation and refer to OSHA standards to determine appropriate slopes.

Water and sewer lines will be constructed beneath pavements. Compaction of trench backfill can have a significant effect on the life and serviceability of pavements. We recommend trench backfill be placed in thin, loose lifts, moisture conditioned to within 2 percent of optimum moisture content and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698). The placement and compaction of utility trench backfill should

be observed and tested by a geotechnical engineer during construction.

Groundwater found during this investigation indicates up to 6 feet of below-grade construction may be made without requiring dewatering. We anticipate groundwater levels may fluctuate. As a result, there may be groundwater concerns during construction, which were not identified by this investigation. We did identify relatively soft soils at typical utility depths. Stabilization requirements are anticipated. Immediately ceasing irrigation may help mitigate stabilization requirements. Our representative should be called to observe actual conditions at time of utility construction and provide stabilization alternatives at that time.

## **PAVEMENT**

We tested samples obtained from the test pits, TP-1 through TP-3 at 0 to 5 depth. The samples were visually classified and combined. The subgrade soils generally included very soft to medium stiff silty, sandy clay. The sample was tested in our laboratory for Atterberg limits, gradation, standard Proctor and California Bearing Ratio (CBR). The laboratory testing indicated low plasticity clays with relatively moderate pavement support characteristics. Laboratory testing indicated a CBR value of 8.9. We used a CBR value of 5.0 for design

calculations. The results of laboratory testing are presented in Appendix A and summarized on Table I.

Our designs are based on the AASHTO design method and our experience. We understand pavements will be for interior streets only. We assumed an Equivalent Daily Load Application (EDLA) of 5 for the interior streets that serve less than 80 residences. We used a regional factor of 2.0, a design serviceability index of 2.0 and a design period of 20 years. Pavement design calculations are included in Appendix A. Table A below shows our recommendations.

**TABLE A**

**SUMMARY OF RECOMMENDED PAVEMENT SECTIONS**

Anticipated Traffic Type	Asphaltic Concrete	Asphalt and Aggregate Base Course	Portland Cement Concrete
Interior Street EDLA = 5	5.0"	3.0" + 6.0"	5.0"

The pavement subgrade should be scarified at least 10-inches, moisture conditioned and compacted to at least 95 percent standard Proctor (ASTM D698) maximum dry density. Soft areas will likely require stabilization. Our representative should be called to test compaction and / or stabilization during subgrade preparation, fill placement and prior to pavement construction. We

should observe a proof roll performed by a heavy pneumatic tired vehicle, such as a loaded water truck, to help identify areas requiring stabilization and to make specific recommendations. Experience suggests Portland cement concrete slabs can perform better than asphalt where vehicles turn at slow speeds such as entrance aprons.

The design of a pavement system is as much a function of paving materials as supporting characteristics of the subgrade. The quality of each construction material is reflected by the strength coefficient used in the calculations. If the pavement system is constructed of inferior material, then the life and serviceability of the pavement will be substantially reduced.

The asphalt component of the pavement was designed assuming at least 1,650 pounds Marshall stability. Normally, an asphaltic concrete should be relatively impermeable to moisture and should be designed with a well-graded sand/gravel mix. The oil content, void ratio, flow and gradation need to be considered in the design. We recommend a job mix design be performed and periodic checks be made to verify compliance with these specifications.

If construction materials cannot meet the above requirements, then the pavement design should be evaluated based upon available materials. We

recommend the materials and placement methods conform to the requirements listed in the Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction". All materials planned for construction should be submitted and tested to confirm their compliance with these specifications.

A primary cause of early pavement deterioration is water infiltration into the pavement system. The addition of moisture usually results in softening of untreated base course and subgrade and eventual failure of the pavement. We recommend drainage be designed for rapid removal of surface runoff. Curb and gutters should be backfilled and the backfill compacted to reduce ponding adjacent to pavements. Final grading of the subgrade should be carefully controlled so that design cross-slope is maintained and low spots in the subgrade which could trap water are eliminated. Seals should be provided between curb and pavement and at all joints to reduce moisture infiltration. Landscaped areas and detention ponds in pavements should be avoided.

We have included recommendations for flexible and rigid pavement construction in Appendix B. Routine maintenance, such as sealing and repair of cracks annually and overlays at 5 to 7-year intervals, are necessary to achieve the long-term life of an asphalt pavement system. If the design and construction



recommendations cannot be followed or anticipated traffic loads change considerably, we should be contacted to review our recommendations.

## **SURFACE DRAINAGE**

Performance of foundations and concrete flatwork is influenced by surface moisture conditions. Risk of wetting foundation soils can be reduced by carefully planned and maintained surface drainage. Surface drainage should be designed to provide rapid runoff of surface water away from the proposed residences. We recommend the following precautions be observed during construction and maintained at all times after the construction is completed.

1. The ground surface surrounding the exterior of the residences should be sloped to drain away from the residence in all directions. We recommend a slope of at least 12 inches in the first 10 feet around the residences, where possible. In no case should the slope be less than 6 inches in the first 5 feet. The ground surface should be sloped so that water will not pond adjacent to the residences.
2. Backfill around foundation walls should be moistened and compacted.
3. Roof downspouts and drains should discharge well beyond the limits of all backfill. Splash blocks and downspout extenders should be provided at all discharge points.
4. Landscaping should be carefully designed to minimize irrigation. Plants used close to foundation walls should be limited to those with low moisture requirements; irrigated grass should not be located within 5 feet of the foundation. Sprinklers should not discharge

within 5 feet of foundations. Irrigation should be limited to the minimum amount sufficient to maintain vegetation; application of more water will increase likelihood of slab and foundation movements.

5. Impervious plastic membranes should not be used to cover the ground surface immediately surrounding the residences. These membranes tend to trap moisture and prevent normal evaporation from occurring. Geotextile fabrics can be used to limit the weed growth and allow for evaporation.

## **CONSTRUCTION MONITORING**

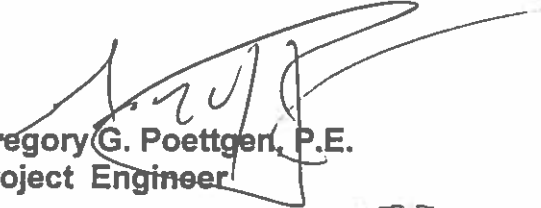
Geotechnical Engineering Group, Inc. should be retained to provide general review of construction plans for compliance with our recommendations. Geotechnical Engineering Group, Inc. should be retained to provide construction monitoring services during all earthwork and foundation construction phases of the work. This is to observe the construction with respect to the geotechnical recommendations, to enable design changes in the event that subsurface conditions differ from those anticipated prior to start of construction and to give the owner a greater degree of confidence that the structures and pavements are constructed in accordance with the geotechnical recommendations.

## LIMITATIONS

Eight exploratory test pits were observed, spaced across the subject site. The test pits are representative of conditions encountered only at the exact test pit locations. Variations in the subsoil conditions not indicated by the exploratory test pits are always possible. Our representative should observe open foundation excavations and test soil subgrade compaction to confirm soils are as anticipated from the test pits and foundation soils are prepared as recommended herein. We should also be retained to test utility trench backfill compaction and pavement construction.

We believe this investigation was conducted in a manner consistent with that level of care and skill ordinarily used by geotechnical engineers practicing in this area at this time. No other warranty, express or implied, is made. If we can be of further service in discussing the contents of this report or the analysis of the influence of the subsurface conditions on the design of the residences, please call.

Sincerely,  
GEOTECHNICAL ENGINEERING GROUP, INC.



Gregory G. Poettger, P.E.  
Project Engineer

Reviewed by:



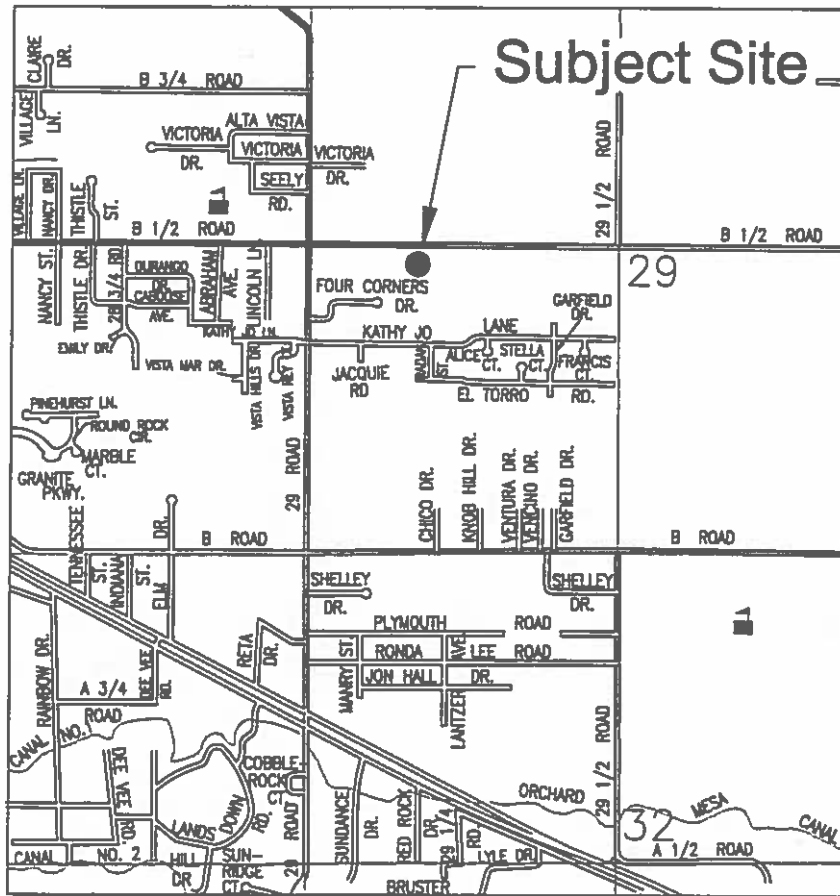
John P. Withers, P.E.  
Principal Engineer



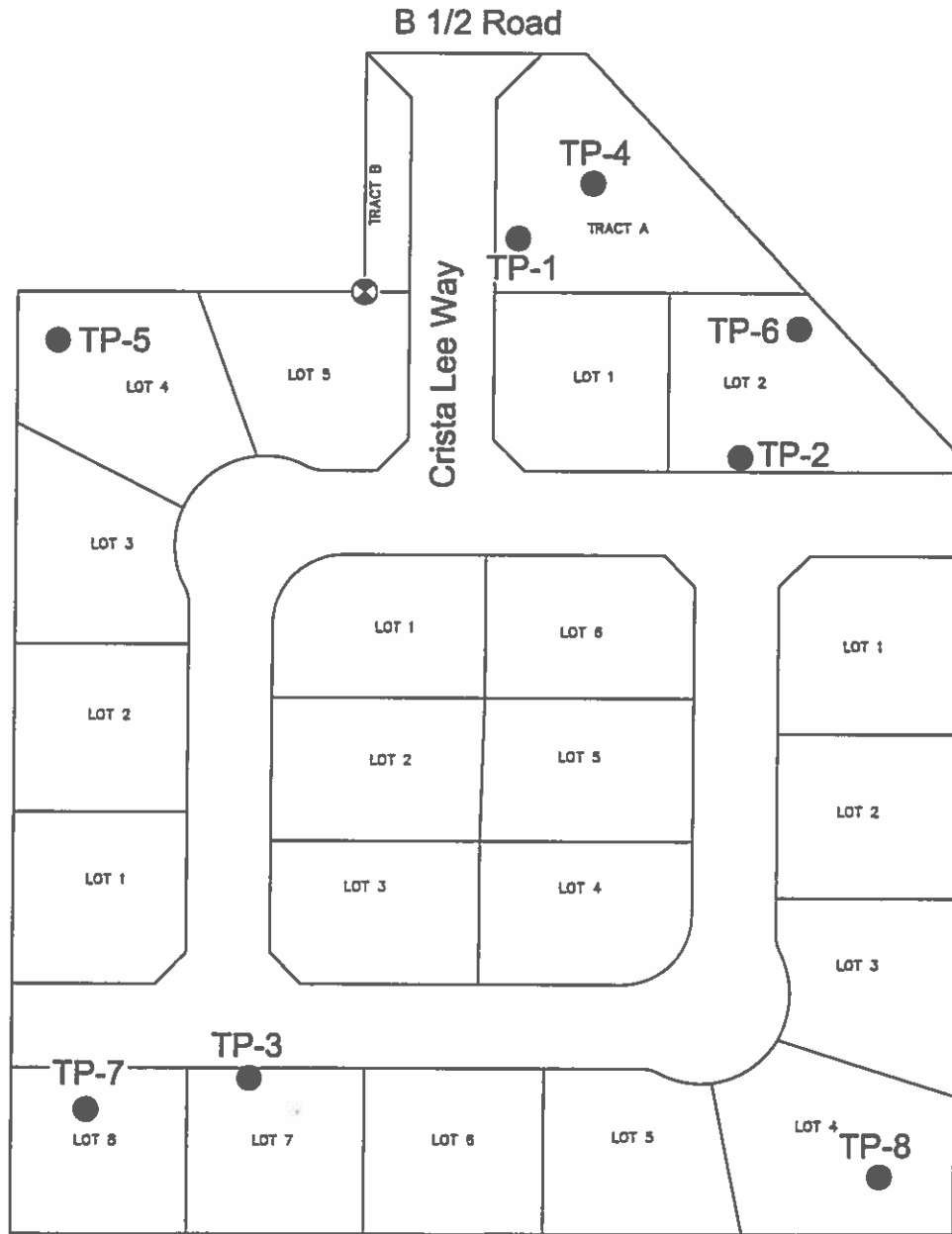
GGP:JPW:cd  
(2 copies sent)

1 cc: Vista Engineering Corporation  
Mr. Pat O'Conner  
777 Crossroads Boulevard  
Grand Junction, CO 81506

# Geotechnical Investigation Christa Lee Subdivision 2933 B 1/2 Road Grand Junction, Colorado

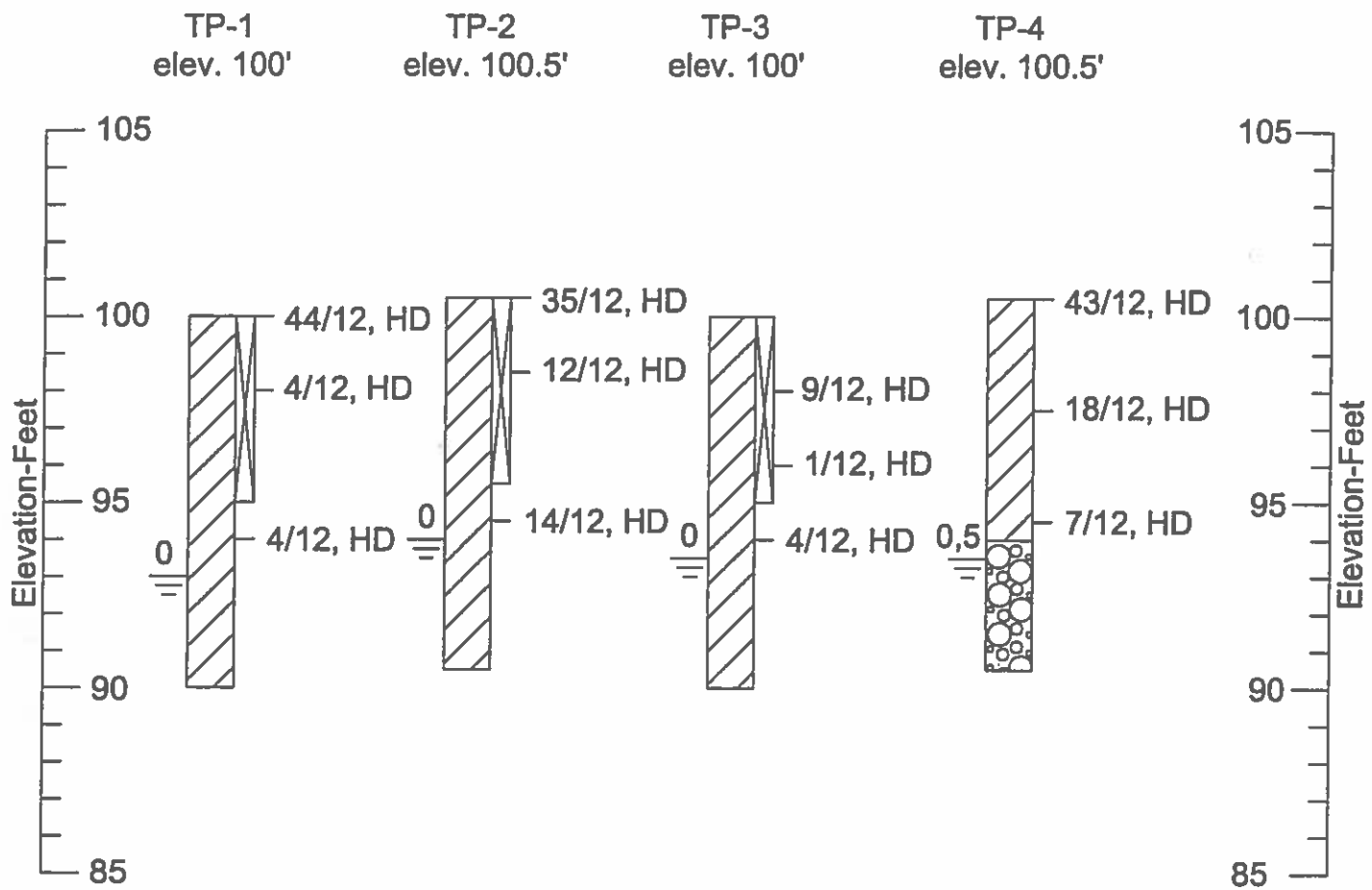


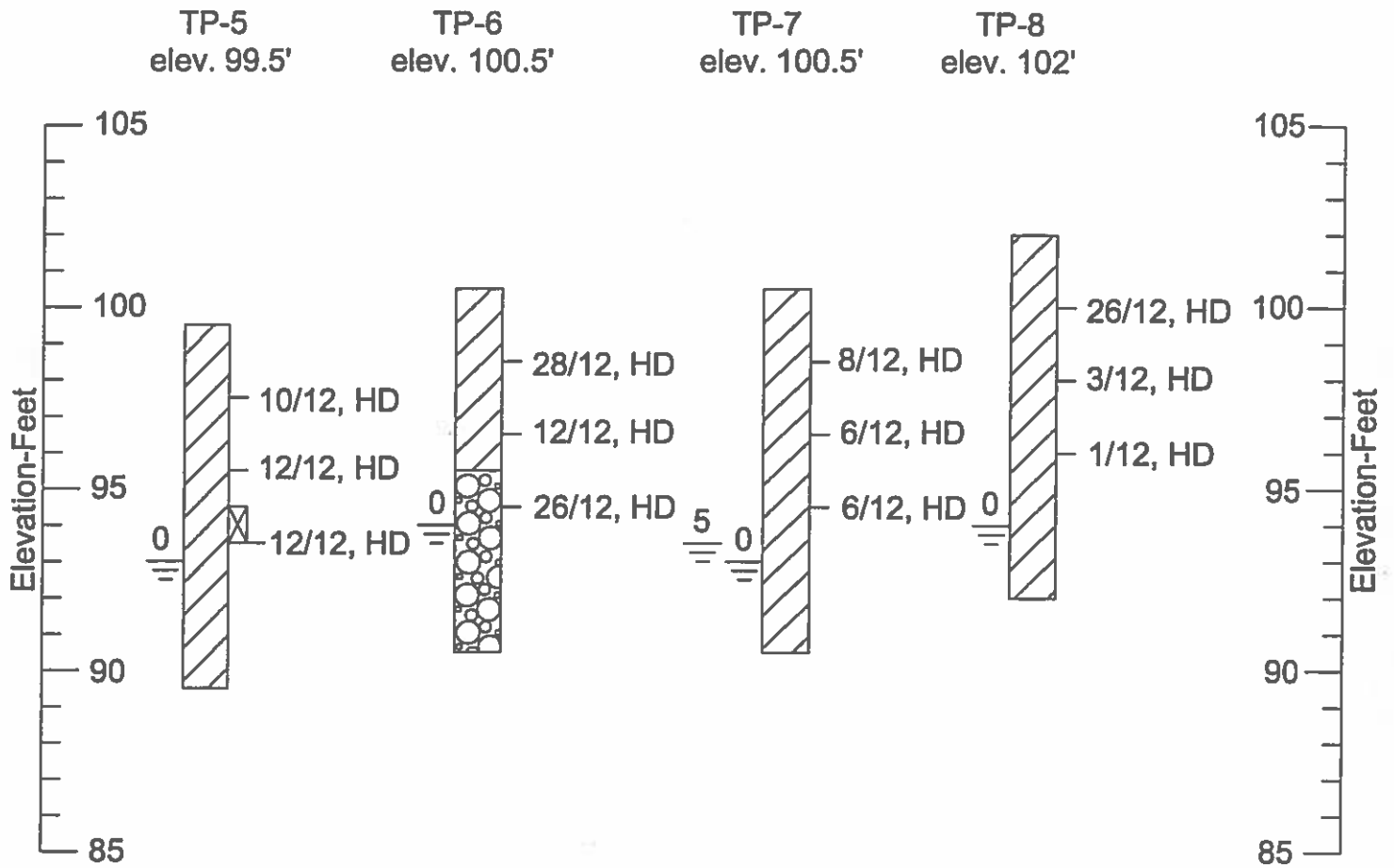
Note: This figure was prepared based on a computer file provided by Vista Engineering Corporation.



**Legend**

- Indicates location of exploratory test pit.
- ⊗ TBM: Property Pin, approximately 180' east of northwest property pin and 120' south of B 1/2 Road. Datum= 100.0'







## Legend



Clay, silty, sandy, clay, sandy, and sand, clayey lenses noted, very soft to very stiff, dry to moist with depth, brown, tan, slight porous fabric noted, mottling noted (CL,SC)



Gravel, sandy, silty, medium dense, moist to wet with depth, brown, cobbles noted (GM)



Indicates location of penetration test. The symbol 42/12 indicates that 42 blows of a 15 pound hammer falling 26 inches were required to drive a 1.0 inch diameter penetrometer 12 inches. The symbol HD indicates hand drive using modified California (2.0-inch O.D.) liner.



Indicates free water level. Numeral indicates number of days after drilling that measurement was taken.

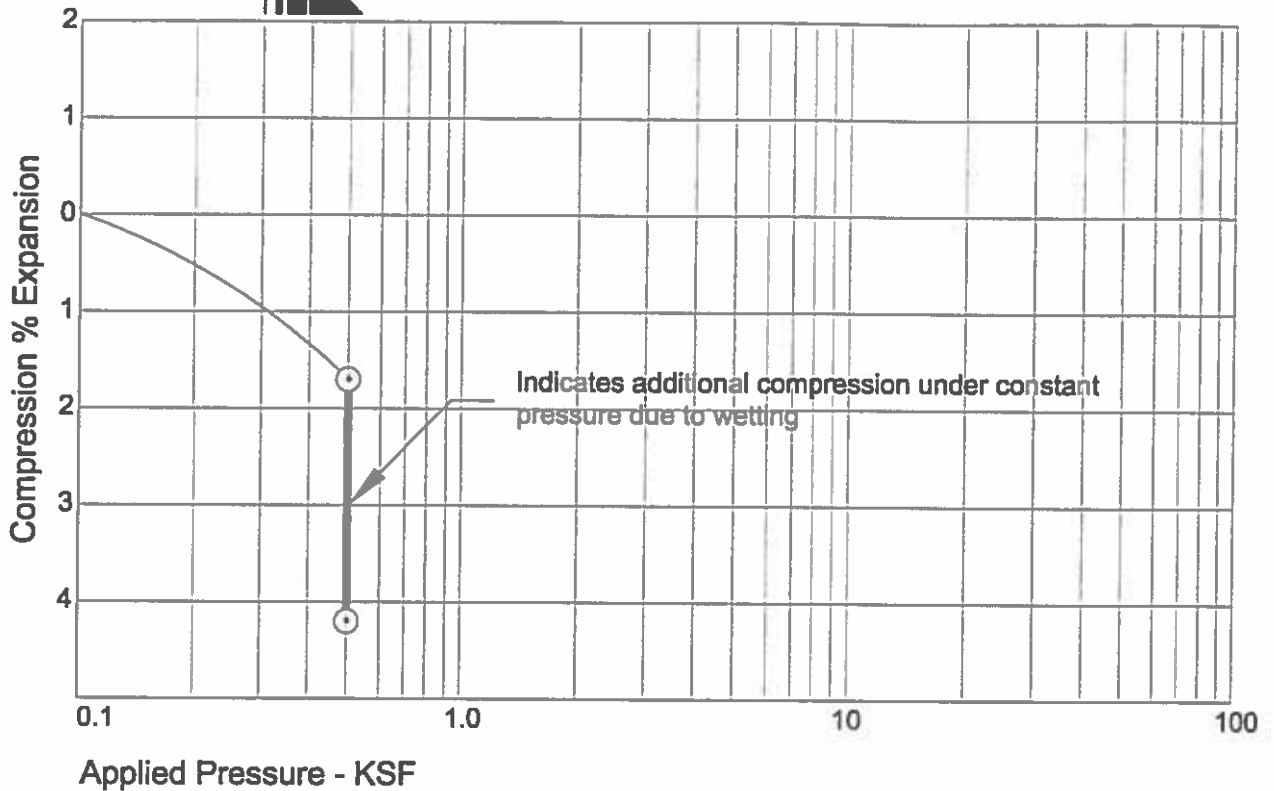


Indicates location of bulk sample collected from test pit walls.

## Notes

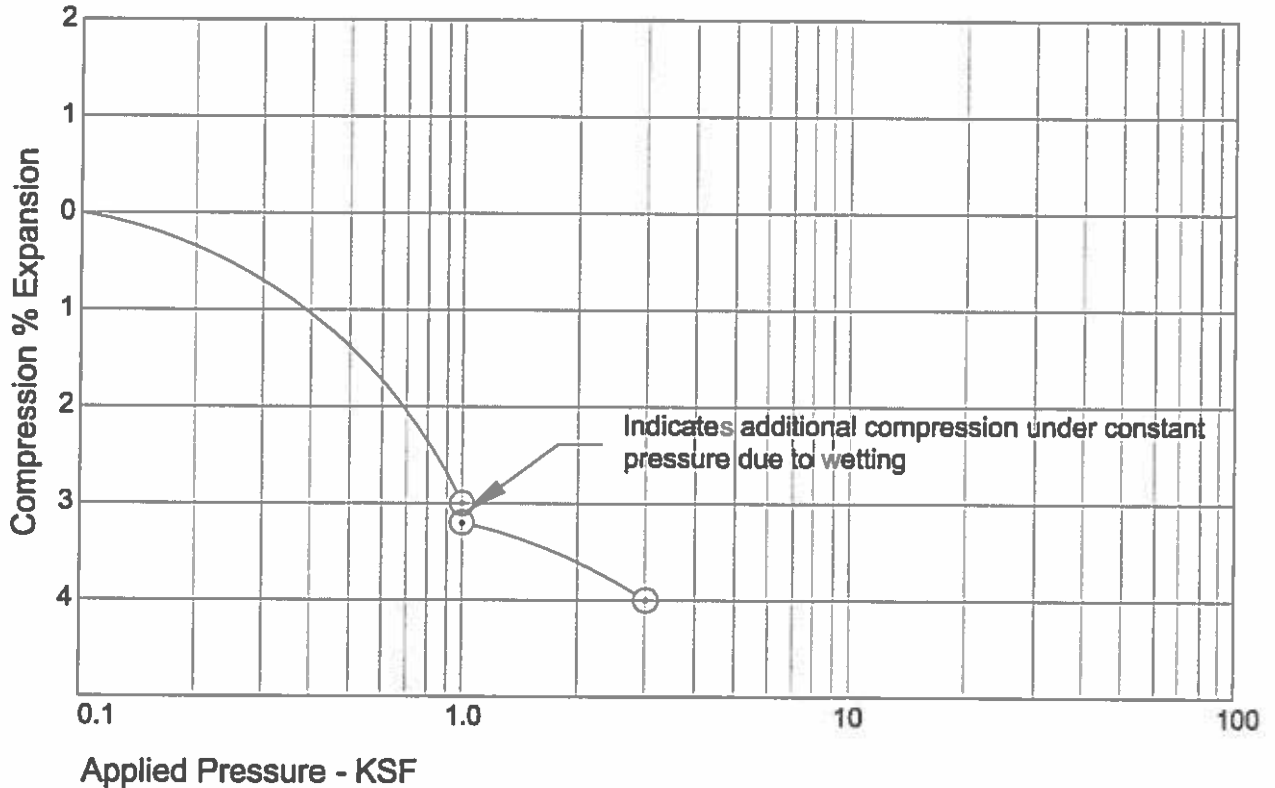
1. Test pits were observed and sampled July 19, 2002.
2. Elevations of test pits were determined using an automatic level and the temporary benchmark (TBM) shown on Fig. 2.
3. These logs are subject to the explanations, limitations and conclusions as contained in this report.

## Legend of Logs of Exploratory Test Pits



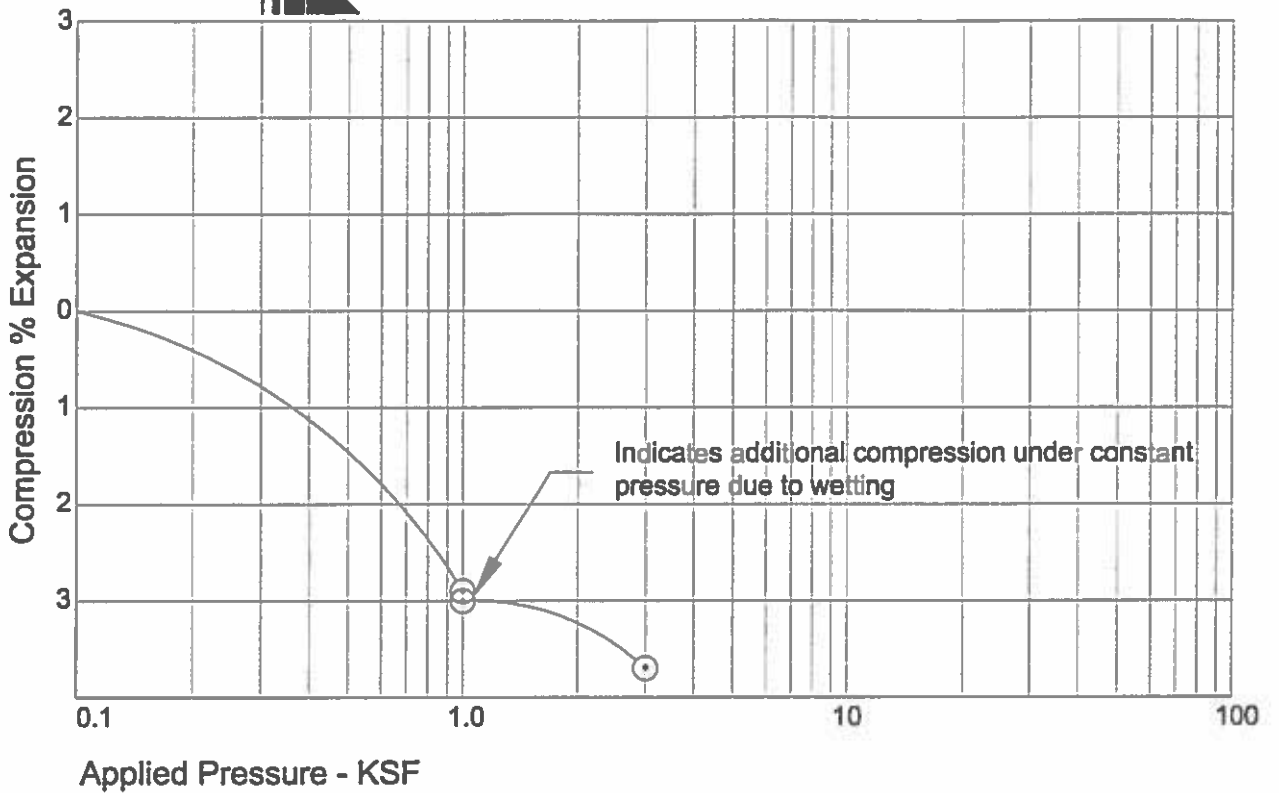
Sample of: Clay, silty, sandy (CL)  
From: TP-5 @ 2 feet

Dry Unit Weight= 97 PCF  
Moisture Content= 11.1 %



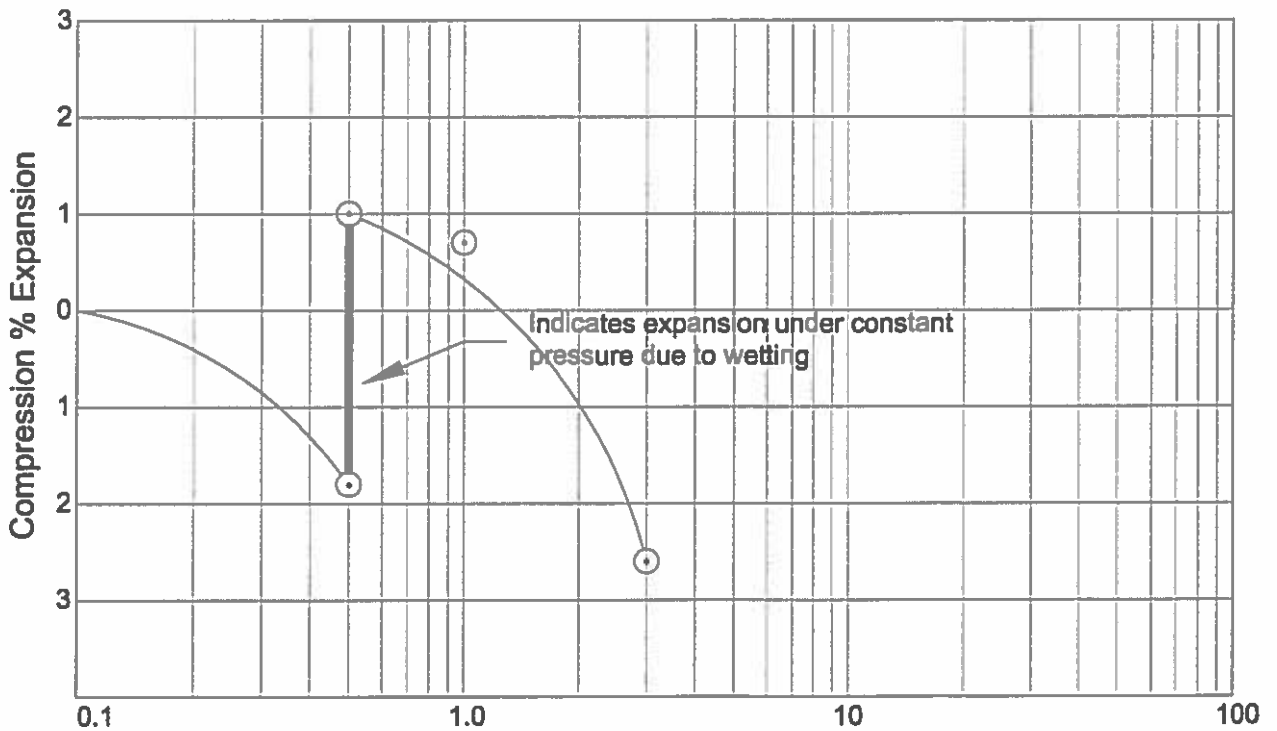
Sample of: Clay, silty, sandy (CL)  
From: TP-6 @ 4 feet

Dry Unit Weight= 111 PCF  
Moisture Content= 11.0 %



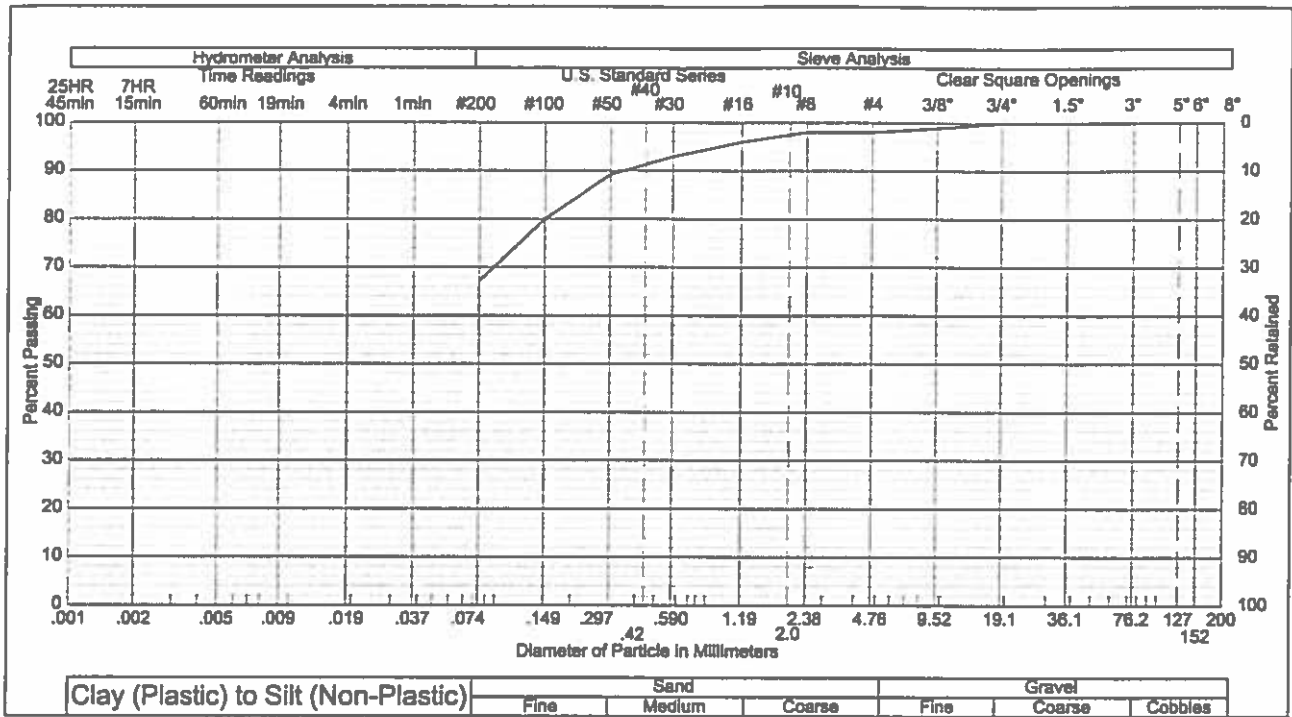
Sample of: Clay, silty, sandy (CL)  
From: TP-7 @ 4 feet

Dry Unit Weight= 108 PCF  
Moisture Content= 19.5 %



Sample of: Clay, silty, sandy (CL)  
From: TP-8 @ 2 feet

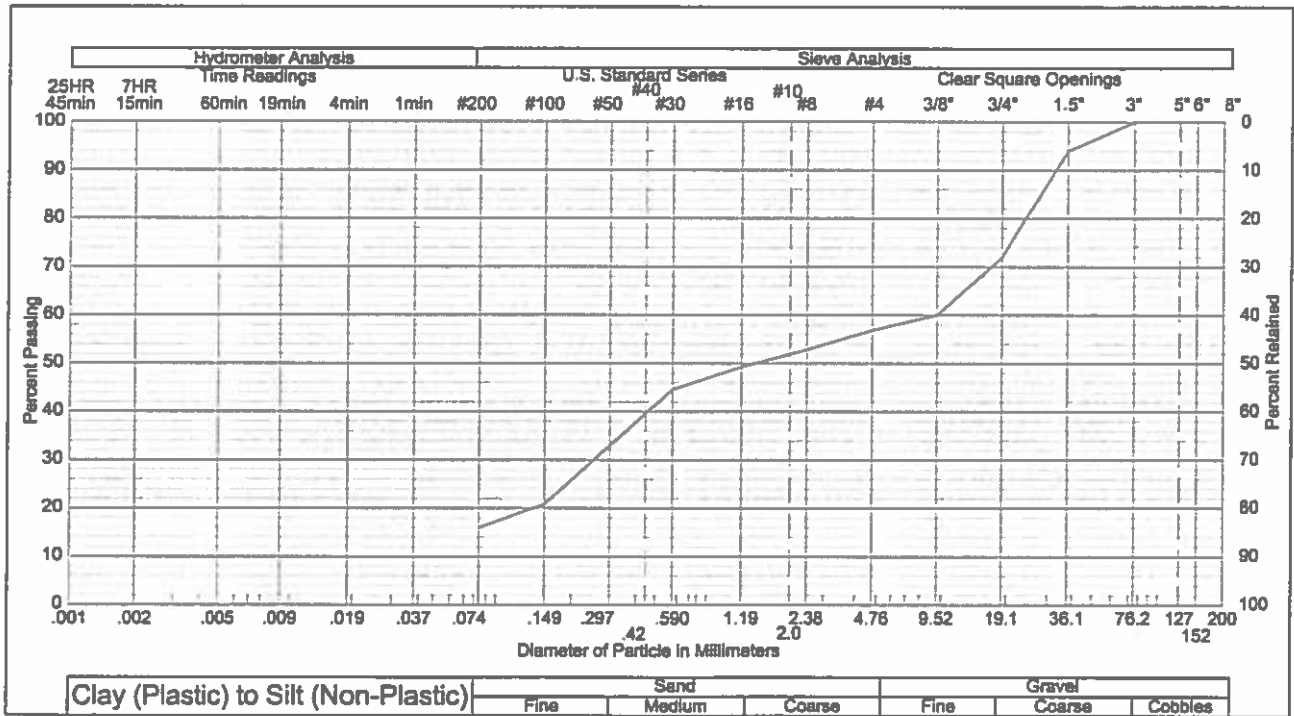
Dry Unit Weight= 100 PCF  
Moisture Content= 14.6 %



Sample of: Clay, silty, sandy (CL)  
 From: TP-1, 2, and 3 @ 0 to 5 feet, bulk combined

Gravel: 2 %  
 Silt & Clay: 67 %  
 Plasticity Index: 10

Sand: 31 %  
 Liquid Limit: 26



Sample of: Gravel, sandy, silty (GM)  
 From: TP-2 @ 6 feet

Gravel: 43 %  
 Silt & Clay: 16 %  
 Plasticity Index:

Sand: 41 %  
 Liquid Limit:

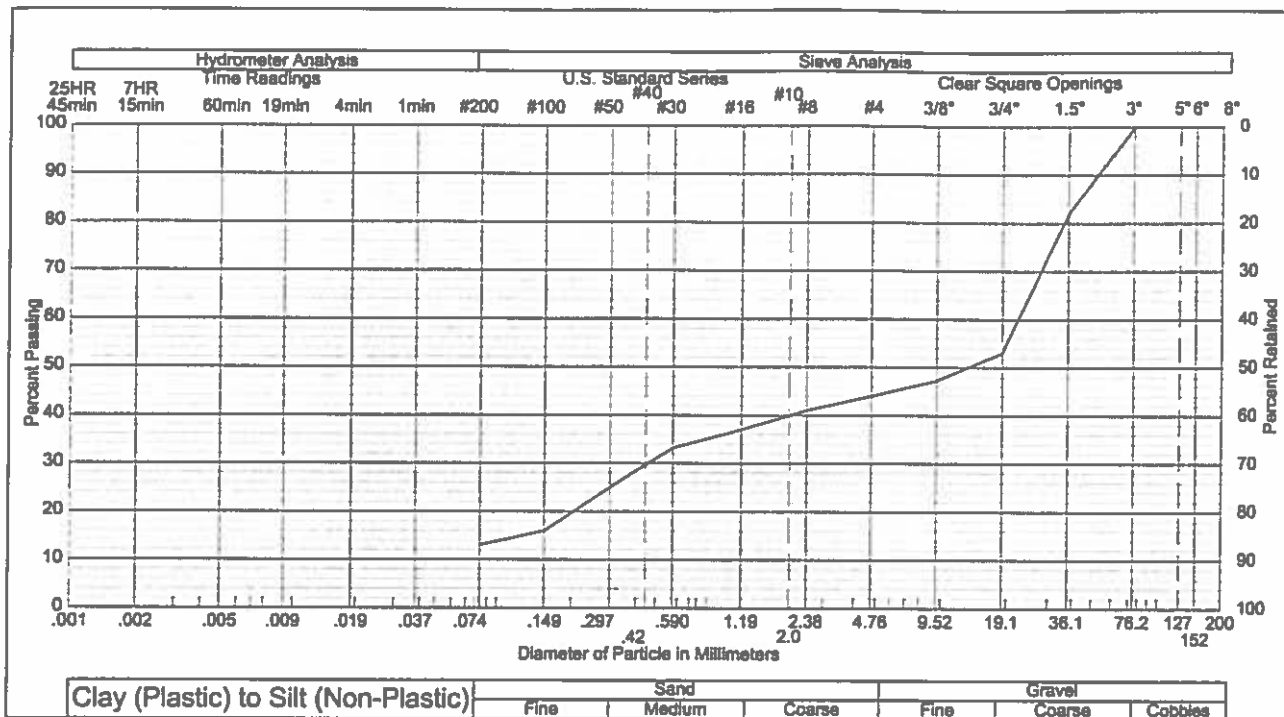
# Gradation Test Results



Job No. 1,133

Date: August, 2002

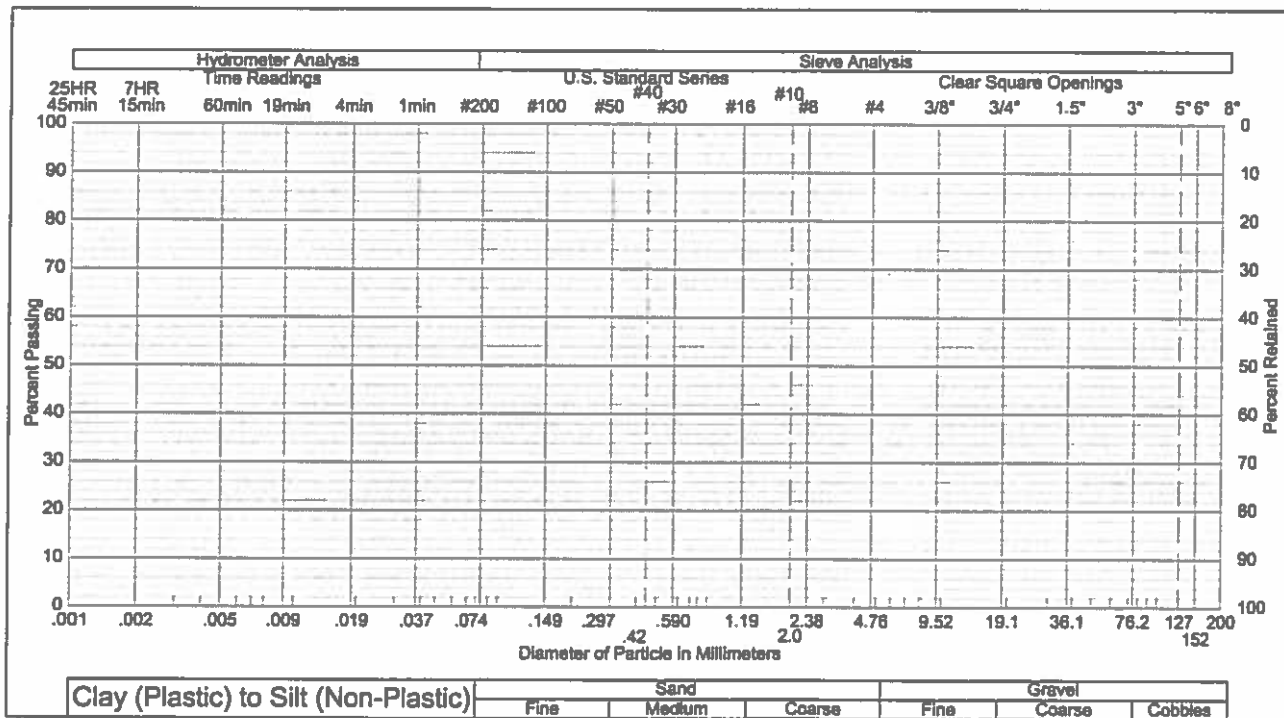
Fig. 8



Sample of: Gravel, sandy, silty (GM)  
 From: TP-4 @ 6 feet

Gravel: 56 %  
 Silt & Clay: 13 %  
 Plasticity Index:

Sand: 31 %  
 Liquid Limit:



Sample of:  
 From:

Gravel: %  
 Silt & Clay: %  
 Plasticity Index:

Sand: %  
 Liquid Limit:

# Gradation Test Results

Job No. 1,133



Date: August, 2002

Fig. 9

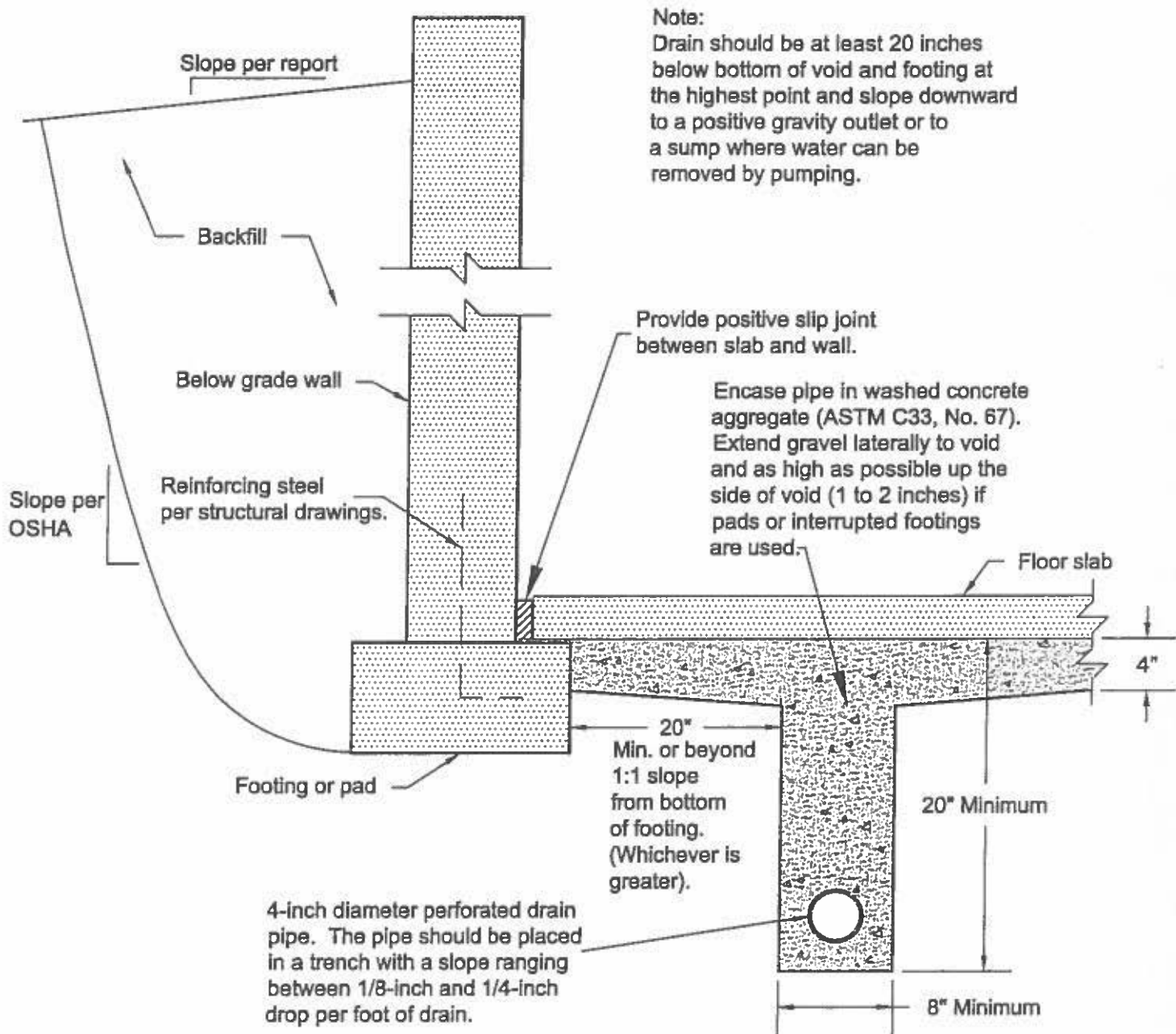


TABLE I

## SUMMARY OF LABORATORY TEST RESULTS

HOLE	DEPTH (FEET)	NATURAL MOISTURE (%)	DRY DENSITY (PCF)	Atterberg Limits		Swell / Consolidation		PASSING NO. 200 SIEVE (%)	WATER SOLUBLE SULFATES (ppm)	SOIL TYPE
				LIQUID LIMIT (%)	PLASTICITY INDEX (%)	SWELL (%)	CONFINING PRESSURE (PSF)			
TP-1 through 3, Bulk Combined	0 - 5	13.5	—	26	10			67	790	Clay, silty, sandy (CL)
TP-2	6	10.9	--					16		Gravel, sandy, silty (GM)
TP-3	4			48	23			80		Clay, sandy (CL)
TP-4	6	9.8	--					13		Gravel, sandy, silty (GM)
TP-5	2	11.1	97			-2.5	500			Clay, silty, sandy (CL)
	4	16.4	—	27	11			43		Sand, clayey (SC)
TP-6	4	11.0	111			-0.2	1,000			Clay, silty, sandy (CL)
TP-7	4	19.5	108			-0.1	1,000			Clay, silty, sandy (CL)
	6	25.9	—							Clay, silty, sandy (CL)
TP-8	2	14.6	100			+2.8	500			Clay, silty, sandy (CL)
	4	24.3	--	29	13			48		Sand, clayey (SC)

**PAVEMENT DESIGN CALCULATIONS**

**APPENDIX A**



**Geotechnical Engineering Group, Inc.**  
**Moisture- Density Relationship**

Project Name: Crista Lee Subdivision

Sample Location: TP-1 through 3 @ 0 to 5 feet,  
bulk combined

Sample Description: Clay, silty, sandy (CL)

Test Method: ASTM D698, method A

Maximum Dry Density: 113.5 pcf

Optimum Moisture: 14.5 %

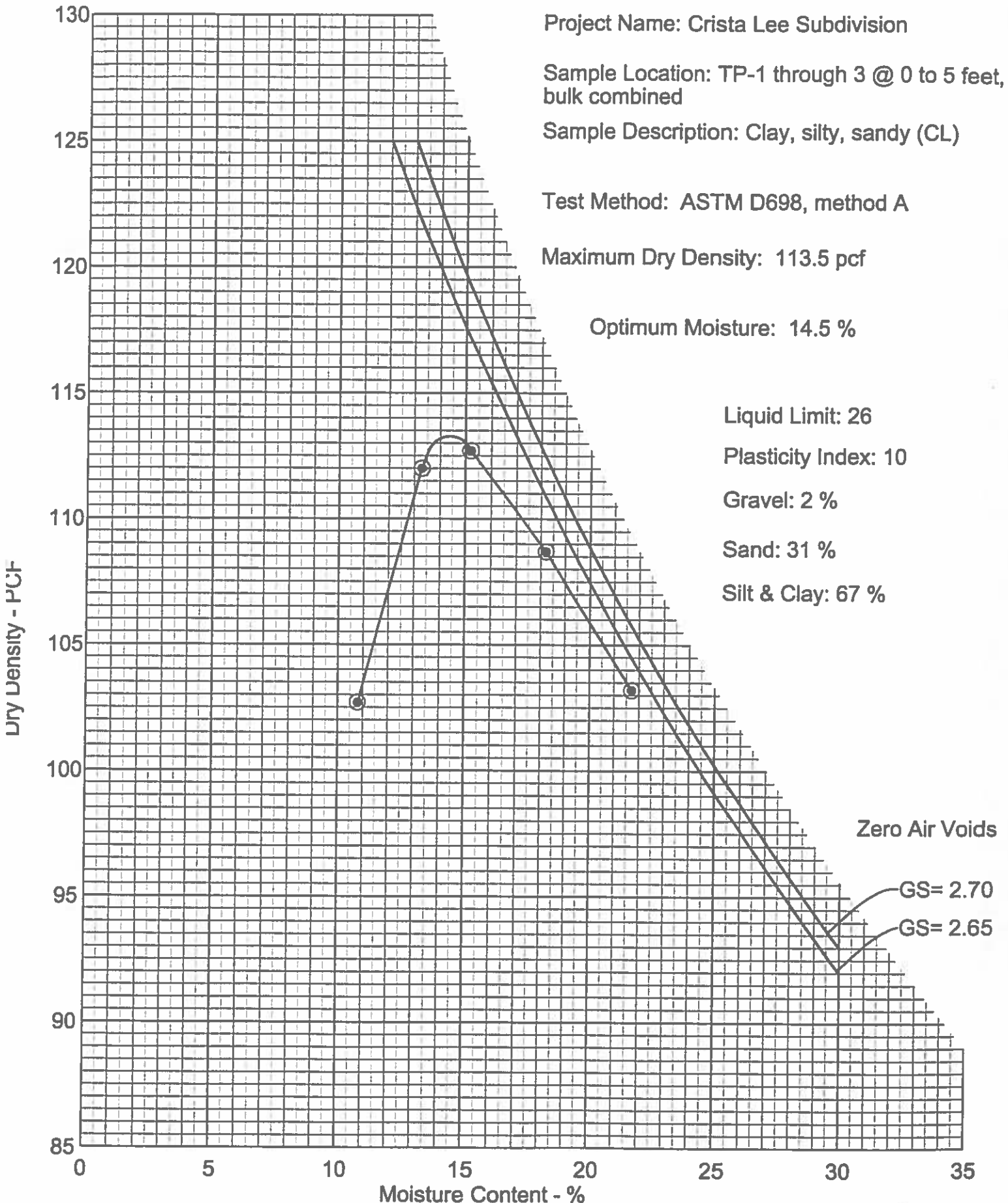
Liquid Limit: 26

Plasticity Index: 10

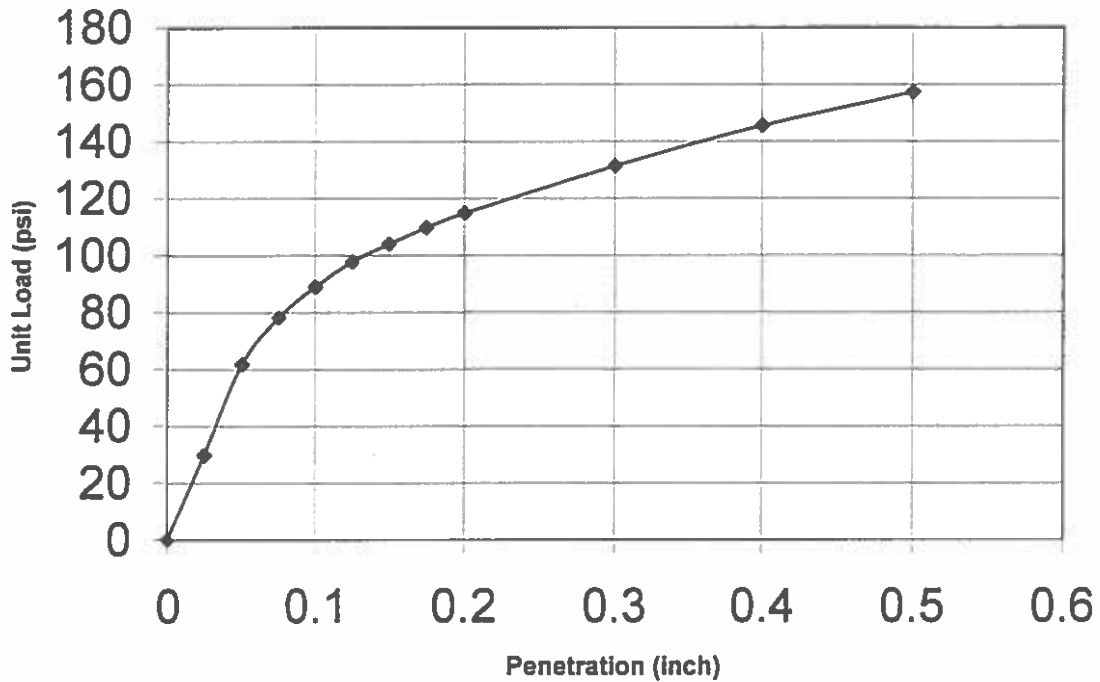
Gravel: 2 %

Sand: 31 %

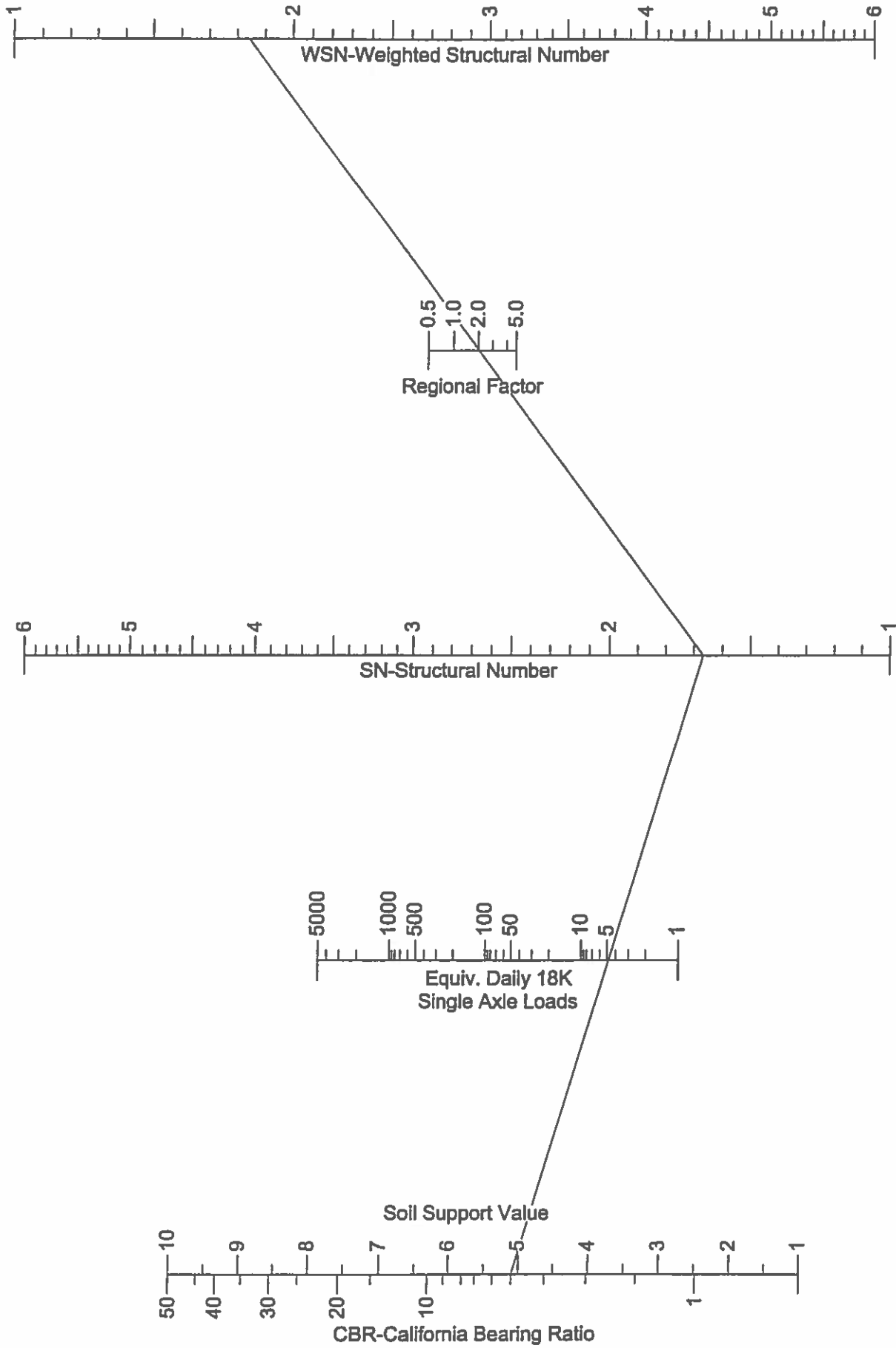
Silt & Clay: 67 %



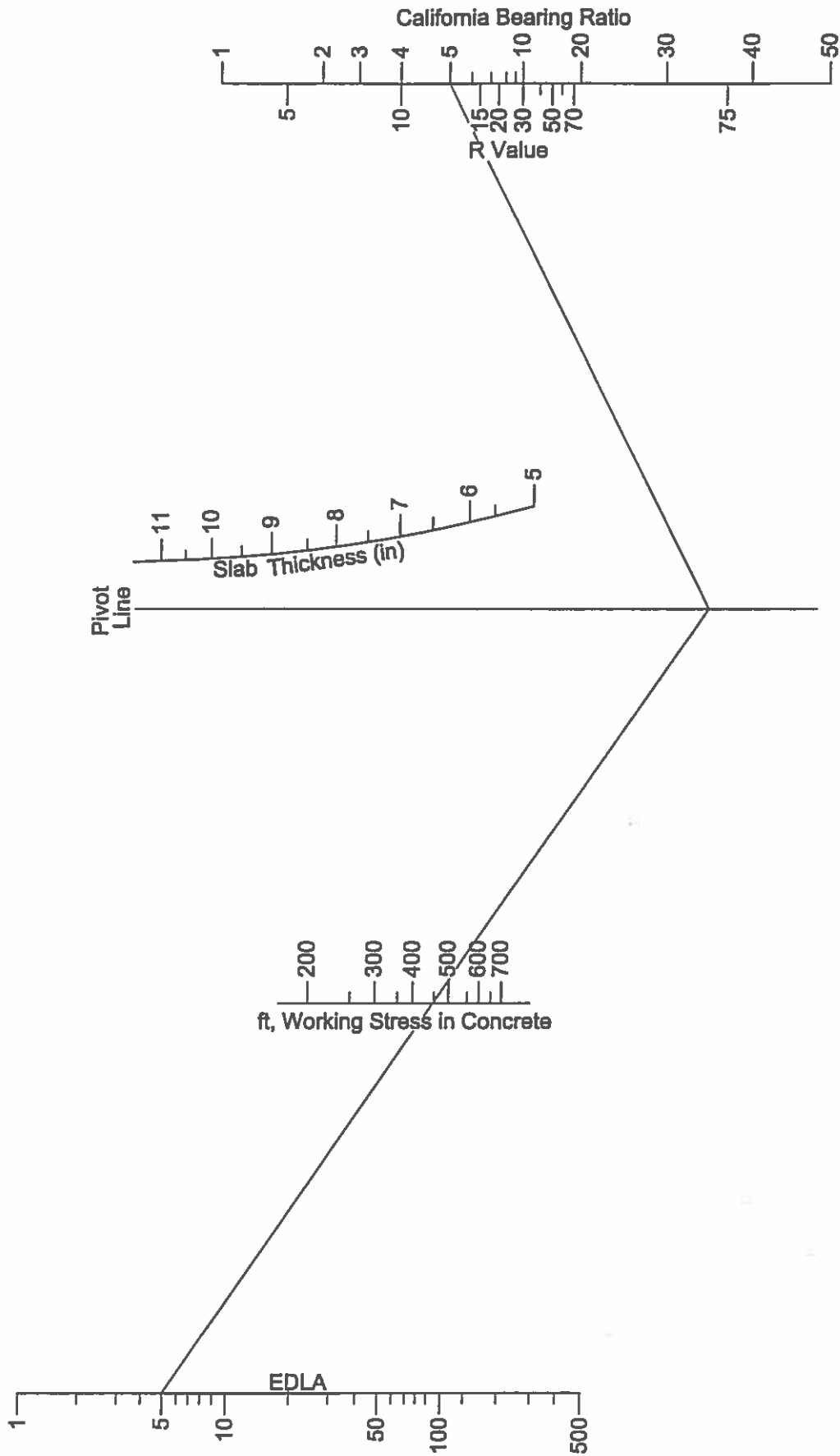
### California Bearing Ratio



<b>CBR @ 0.1" Penetration</b>	8.9
<b>CBR @ 0.2" Penetration</b>	7.7
<b>Maximum Dry Density (pcf)</b>	113.5
<b>Optimum Moisture Content (%)</b>	14.5
<b>Dry Density (pcf)</b>	107.9
<b>Dry Density (% Maximum)</b>	95.0
<b>Surcharge Weight (lbs)</b>	10.0
<b>Swell (%)</b>	0.5
<b>Before Soaking Moisture Content</b>	14.2
<b>After Soaking Moisture Content:</b>	
<b>Top Inch</b>	17.8
<b>Average</b>	18.0



20 Year Design Period  
**Design Serviceability 2.0**



Terminal Serviceability Index=2.0

# Design Nomograph for Rigid Pavement

**DESIGN CALCULATIONS**  
**Residential Street**

EDLA = 5

**DESIGN DATA**

Estimated Daily Load Application (EDLA) = 5

California Bearing Ratio (CBR) = 5

Weighted Structural Number (WSN) = 1.85 (from Fig. A-1)

**DESIGN EQUATION**

$$SN = C_1D_1 + C_2D_2$$

$C_1 = 0.40$  - Strength Coefficient - Hot Bituminous Asphalt

$C_2 = 0.12$  - Strength Coefficient - Aggregate Base Course

$D_1$  = Depth of Asphalt (inches)

$D_2$  = Depth of Base Course (inches)

**FOR FULL DEPTH ASPHALT SECTION:**

$$D_1 = (1.85)/0.40 = 4.6 \text{ inches of Full Depth Asphalt}$$

**FOR ASPHALT + AGGREGATE BASE COURSE SECTION:**

$$D_2 = ((1.85) - (3)(0.40))/0.12 = 5.4 \text{ inches of Aggregate Base Course}$$

**RECOMMENDED SECTIONS:**

1. 5.0 inches of Full Depth Asphalt, or
2. 3.0 inches Asphalt + 6.0 inches Aggregate Base Course.

**APPENDIX B**

**CONSTRUCTION RECOMMENDATIONS  
FOR FLEXIBLE AND RIGID PAVEMENT**

## **RIGID PAVEMENT CONSTRUCTION RECOMMENDATIONS**

Rigid pavement sections are not as sensitive to subgrade support characteristics as flexible pavement. Due to the strength of the concrete, wheel loads from traffic are distributed over a large area and the resulting subgrade stresses are relatively low. The critical factors affecting the performance of a rigid pavement are the strength and quality of the concrete, and the uniformity of the subgrade. We recommend subgrade preparation and construction of the rigid pavement section be completed in accordance with the following recommendations:

1. Subgrade areas should be stripped of organics and deleterious materials. The pavement subgrade shall be compacted within 2% of optimum moisture content to at least 95% of maximum standard Proctor dry density (ASTM D 698). Moisture treatment and compaction recommendations also apply where additional fill is necessary.
2. The resulting subgrade shall be checked for uniformity and all soft or yielding materials should be replaced prior to paving. Concrete should not be placed on soft, spongy, frozen, or otherwise unsuitable subgrade.
3. The subgrade shall be kept moist prior to paving.
4. Concrete should not be placed in cold weather nor on frozen subgrade.
5. Curing procedures should protect the concrete against moisture loss, rapid temperature change, freezing, and mechanical injury for at least 3 days after placement. Traffic should not be allowed on the pavement for at least one week.
6. A white, liquid membrane curing compound, applied at the rate of 1 gallon per 150 square feet, should be used.
7. Construction joints, including longitudinal joints and transverse joints, should be formed during construction or should be sawed shortly after the concrete has begun to set, but prior to uncontrolled cracking. All joints should be sealed.
8. Construction control and inspection shall be carried out during the subgrade preparation and paving procedures. Concrete shall be carefully monitored for quality control. The additional requirements of the City of Grand Junction and Colorado Department of Transportation Specifications should apply.
9. Deicing salts should not be used for the first year after placement.

# DRAINAGE AND IRRIGATION CHECK SHEET

Applicant: ALAN HELMICK - 721 MAIN ST., STE 4, DELTA, CO 81416  
(970) 874-8913

Location of site: TAX SCHED. # 2943-293-00-141 (2933 B $\frac{1}{2}$  ROAD)

Size (Acres): 6.00 ACRES

## DRAINAGE INFORMATION

### → APPLICANT'S PORTION.

Where is the irrigation water drain? \_\_\_\_\_

How will drainage or runoff water be conveyed?

- Existing underground pipeline       Existing concrete ditch  
 Pipeline to be installed       Concrete ditch to be installed

Other (Please explain): TEMPORARILY PUMPED FROM DETENTION

POND TO B $\frac{1}{2}$  ROAD IRRIG./DRAIN LATERAL UNTIL STORM-SEWER  
IS AVAILABLE IN B $\frac{1}{2}$  ROAD (FUTURE IMPROVEMENT BY OTHERS).

### → REVIEW AGENCY PORTION.

1. Drainage water crosses through other property?      Yes \_\_\_ No \_\_\_
2. If YES, are easements or rights-of-way recorded?      Yes \_\_\_ No \_\_\_
3. Wastewater/Tailwater is delivered to:  
 Natural wash or drainage  
 Name of organized or engineered drainage district/system: \_\_\_\_\_

Person/Entity responsible for maintenance of tailwater system: \_\_\_\_\_



# DRAINAGE AND IRRIGATION CHECK SHEET

## DRAINAGE INFORMATION

### →APPLICANTS PORTION

1. How will irrigation water be delivered to each lot?  
 Existing underground pipeline       Existing concrete ditch  
 Pipeline to be installed       Concrete ditch to be installed  
 Other (please explain): \_\_\_\_\_
2. Irrigation on parcel will be:  
 Sprinkler  
 Surface system (ditches, grated pipeline)

### →REVIEW AGENCY PORTION

1. Is irrigation water historically available on each lot? Yes \_\_\_ No \_\_\_
2. Canal Company (Name): \_\_\_\_\_
3. Lateral (Name or Number): \_\_\_\_\_
4. Headgate Number: \_\_\_\_\_
5. Turnout Number: \_\_\_\_\_
6. Headgate is: Shared \_\_\_ Individual \_\_\_
7. Headgate Organized/Incorporated: Yes \_\_\_ No \_\_\_  
If YES, contact person/agent: \_\_\_\_\_  
\_\_\_\_\_
8. Water rights for this parcel go with the land: Yes \_\_\_ No \_\_\_
9. The amount for this parcel (complete all three items):  
\_\_\_\_ Shares  
\_\_\_\_ Gallons per minute (gpm)  
\_\_\_\_ Cubic feet per second (cfs)
10. Can more irrigation water be purchased? Yes \_\_\_ No \_\_\_
11. Irrigation water is available:  
 Anytime (on demand)  
 Only at certain times (rotation)
12. Irrigation water crosses through other property? Yes \_\_\_ No \_\_\_

# DRAINAGE AND IRRIGATION CHECK SHEET

## →REVIEW AGENCY PORTION (continued)

13. If YES, are there recorded rights-of-way or easements?  
 There are no existing easements  
 There are recorded rights-of-way or easements
14. Is a measuring device in place?      Yes \_\_\_\_\_ No \_\_\_\_\_
15. Irrigation water is paid:  
 Per share to the irrigation company  
 Tax assessment  
 Other
16. Average annual cost of irrigation water: \$ \_\_\_\_\_
17. Person/entity responsible for maintenance of irrigation water: \_\_\_\_\_  
\_\_\_\_\_

# DRAINAGE AND IRRIGATION CHECK SHEET

## COMMENTS

**NOTE:** All irrigation/drainage to be located on final plat.

Above information to be provided to each new lot or parcel owner.

All permissions, easements, or rights-of-way must be obtained for irrigation water and drainage/tailwater if not already in place.

### Irrigation Company Comments

---

---

---

### Drainage Entity Comments

---

---

---

### Other Comments

---

---

---

### Canal Company Representative

---

---

---

### Drainage Entity

---

---

---

### Landowner / Developer

A WATERING SCHEDULE WILL BE PROVIDED  
FOR THE FUTURE H.O.A. PRIOR TO  
RECORDING.

### Soil Conservation District

---

---

---

**THE FOLLOWING AGENCIES ARE AVAILABLE TO  
ASSIST YOU IN COMPLETING THIS CHECKLIST**

---

- ◆ **DeBeque-Plateau Valley Soil Conservation District**..... 970-242-4511  
2754 Compass Drive, Suite 170, Grand Junction CO 81506
- ◆ **Grand Junction Drainage District**..... 970-242-4343  
722 – 23 Road, Grand Junction, CO 81505
- ◆ **Grand Valley Irrigation Company**..... 970-242-2762  
688 – 26 Road, Grand Junction, CO 81506
- ◆ **Grand Valley Water Users Association** ..... 970-242-5065  
1147 – 24 Road, Grand Junction, CO 81505-9639
- ◆ **Mesa County Irrigation District**..... 970-464-5209  
Ditch Rider
- ◆ **Mesa Soil Conservation District** ..... 970-242-4511  
2754 Compass Drive, Suite 170, Grand Junction, CO 81506
- ◆ **Orchard Mesa Irrigation District**..... 970-464-7885  
668 – 38 Road, Palisade, CO 81526
- ◆ **Palisade Irrigation District**..... 970-250-2404  
Ditch Rider – Spencer Bain
- ◆ **Redlands Water and Power Company**..... 970-243-2173  
2518 Monument Road, Suite C, Grand Junction, CO 81503

**FOR LAND OWNERSHIP INFORMATION:**

- ◆ **Mesa County Assessor's Office**..... 970-244-1610  
Court House Annex – 241 North 6th Street, Grand Junction, CO 81501

*This is only a partial listing. Other organizations exist for the DeBeque, Gateway,  
Plateau Valley and Whitewater/Kannah Creek areas of Mesa County.  
Please contact the entity in your area.*

1113 Copy -

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 Fire Department.<sup>2</sup>

SECTION A

Date: August 16, 2002  
Project Name: Crista Lee Subdivision  
Project street address: 2933 B 1/2 Road  
Assessor's Tax Parcel Number: 2943-293-00-141  
Property Owner name: Alan Helmick  
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 3600 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): N/A
  - a. List the fire area and type of construction for all buildings used to determine the minimum fire flow requirements: \_\_\_\_\_
  - b. List each building that will be provided with an approved fire sprinkler system: \_\_\_\_\_
3. List the minimum fire flow required for this project (based on Appendix B and C): 1000 G.P.M.  
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.

Look Up:  **Grap** **Calculat** **Refres** **+**

Pressure Hydrant:  Entered By:

**Testing Info**

By:

Date:

Time:

**Pressure PSI**

Static:

Residual:

NFPA

Comments:

Total GPM:  Predicted Flow:  GPM Used:

Flow Hydrant	Pitot	Flow Device	Duration	Comment	GPM
1285	25	A	4	KATHY JO & VISTA HILLS	

# DRAINAGE AND IRRIGATION CHECK SHEET

Applicant: ALAN HELMICK - 721 MAIN ST., STE 4, DELTA, CO 81416  
(970) 874-8913

Location of site: Tax Sched. # 2943-293-00-141 (2933 B 1/2 ROAD)

Size (Acres): 6.00 ACRES

## DRAINAGE INFORMATION

### → APPLICANT'S PORTION-

Where is the irrigation water drain? \_\_\_\_\_

How will drainage or runoff water be conveyed?

- Existing underground pipeline       Existing concrete ditch  
 Pipeline to be installed       Concrete ditch to be installed

Other (Please explain): TEMPORARILY PUMPED FROM DETENTION

POND TO B 1/2 ROAD IRRIG./DRAIN LATERAL UNTIL STORM-SEWER  
IS AVAILABLE IN B 1/2 ROAD (FUTURE IMPROVEMENT BY OTHERS).

### → REVIEW AGENCY PORTION-

1. Drainage water crosses through other property?      Yes \_\_\_ No X
2. If YES, are easements or rights-of-way recorded?      Yes \_\_\_ No \_\_\_
3. Wastewater/Tailwater is delivered to:  
 Natural wash or drainage  
 Name of organized or engineered drainage district/system: \_\_\_\_\_

Person/Entity responsible for maintenance of tailwater system: \_\_\_\_\_

# DRAINAGE AND IRRIGATION CHECK SHEET

## DRAINAGE INFORMATION

### →APPLICANTS PORTION

1. How will irrigation water be delivered to each lot?

<input type="checkbox"/> Existing underground pipeline	<input type="checkbox"/> Existing concrete ditch
<input checked="" type="checkbox"/> Pipeline to be installed	<input type="checkbox"/> Concrete ditch to be installed
<input type="checkbox"/> Other (please explain): _____	

2. Irrigation on parcel will be:

Sprinkler

Surface system (ditches, grated pipeline)

### →REVIEW AGENCY PORTION

1. Is irrigation water historically available on each lot? Yes X No \_\_\_

2. Canal Company (Name): ORCHARD MESA IRRIGATION DISTRICT

3. Lateral (Name or Number): MUTUAL MESA LATERAL

4. Headgate Number: 9

5. Turnout Number: 9

6. Headgate is: Shared \_\_\_ Individual X

7. Headgate Organized/Incorporated: Yes \_\_\_ No X

If YES, contact person/agent: \_\_\_\_\_

8. Water rights for this parcel go with the land: Yes X No \_\_\_

9. The amount for this parcel (complete all three items):

9 Shares

49.09 Gallons per minute (gpm)

0.109 Cubic feet per second (cfs)

10. Can more irrigation water be purchased? Yes \_\_\_ No X

11. Irrigation water is available:

Anytime (on demand)

Only at certain times (rotation)

12. Irrigation water crosses through other property? Yes X No \_\_\_



# DRAINAGE AND IRRIGATION CHECK SHEET

→*REVIEW AGENCY PORTION (continued)*

13.	If YES, are there recorded rights-of-way or easements?		<input checked="" type="checkbox"/> There are <del>no</del> existing easements <input type="checkbox"/> There are recorded rights-of-way or easements
14.	Is a measuring device in place?	Yes	<input checked="" type="checkbox"/> No _____
15.	Irrigation water is paid:		<input type="checkbox"/> Per share to the irrigation company <input checked="" type="checkbox"/> Tax assessment <input type="checkbox"/> Other
16.	Average annual cost of irrigation water:		\$ <u>228.48 ANNUAL</u>
17.	Person/entity responsible for maintenance of irrigation water:		<u>LANDOWNER</u>

**DRAINAGE AND IRRIGATION CHECK SHEET**

**COMMENTS**

**NOTE:** All irrigation/drainage to be located on final plat.  
Above information to be provided to each new lot or parcel owner.  
All permissions, easements, or rights-of-way must be obtained for irrigation water and drainage/tailwater if not already in place.

**Irrigation Company Comments**

---

---

---

**Drainage Entity Comments**

---

---

---

**Other Comments**

---

---

---

**Canal Company Representative**

---

---

---

**Drainage Entity**

---

---

---

**Landowner / Developer**

A WATERING SCHEDULE WILL BE PROVIDED  
FOR THE FUTURE H.O.A. PRIOR TO  
RECORDING.

**Soil Conservation District**

---

---

---

**THE FOLLOWING AGENCIES ARE AVAILABLE TO  
ASSIST YOU IN COMPLETING THIS CHECKLIST**

---

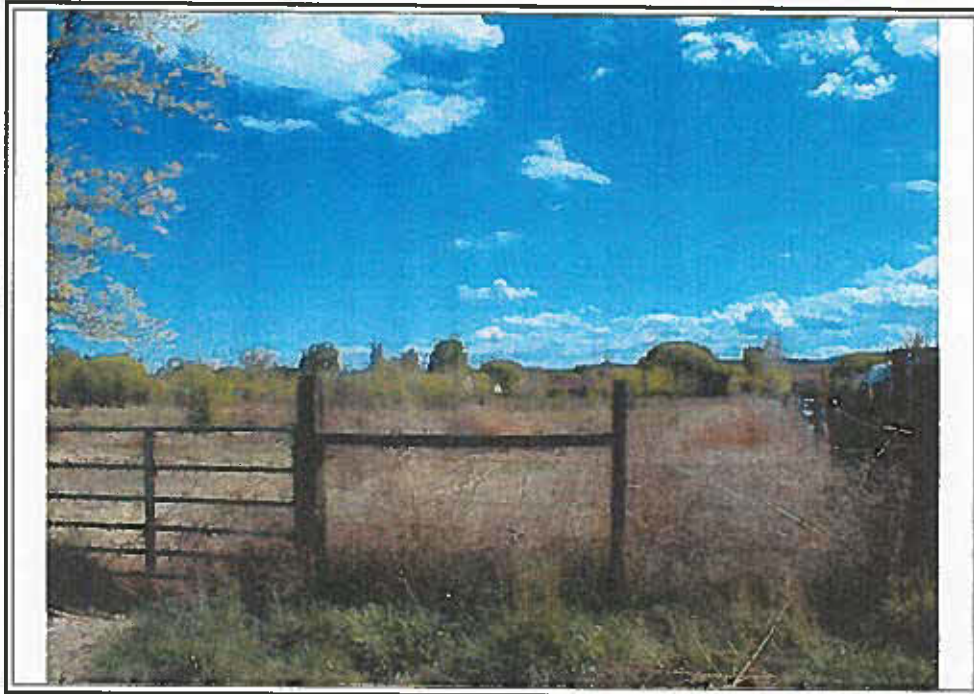
- ◆ **DeBeque-Plateau Valley Soil Conservation District**..... 970-242-4511  
2754 Compass Drive, Suite 170, Grand Junction CO 81506
  
- ◆ **Grand Junction Drainage District**..... 970-242-4343  
722 – 23 Road, Grand Junction, CO 81505
  
- ◆ **Grand Valley Irrigation Company**..... 970-242-2762  
688 – 26 Road, Grand Junction, CO 81506
  
- ◆ **Grand Valley Water Users Association** ..... 970-242-5065  
1147 – 24 Road, Grand Junction, CO 81505-9639
  
- ◆ **Mesa County Irrigation District**..... 970-464-5209  
Ditch Rider
  
- ◆ **Mesa Soil Conservation District** ..... 970-242-4511  
2754 Compass Drive, Suite 170, Grand Junction, CO 81506
  
- ◆ **Orchard Mesa Irrigation District**..... 970-464-7885  
668 – 38 Road, Palisade, CO 81526
  
- ◆ **Palisade Irrigation District**..... 970-250-2404  
Ditch Rider – Spencer Bain
  
- ◆ **Redlands Water and Power Company**..... 970-243-2173  
2518 Monument Road, Suite C, Grand Junction, CO 81503

**FOR LAND OWNERSHIP INFORMATION:**

- ◆ **Mesa County Assessor's Office**..... 970-244-1610  
Court House Annex – 241 North 6th Street, Grand Junction, CO 81501

*This is only a partial listing. Other organizations exist for the DeBeque, Gateway,  
Plateau Valley and Whitewater/Kannah Creek areas of Mesa County.  
Please contact the entity in your area.*

**APPRAISAL OF**



THE REAL PROPERTY

**LOCATED AT:**

2933 B1/2 ROAD  
GRAND JUNCTION, CO, 81503

**FOR:**

NO LENDER / ALAN C. HELMICK  
PURPOSE: CITY PARK FEE

**BORROWER:**

NO BORROWER

**AS OF:**

April 29, 2003

**BY:**

MARY JANE BROOM, MAI, SRA  
CERTIFIED GENERAL APPRAISER

**B & B APPRAISAL, INC.**  
**LAND APPRAISAL REPORT**

Purpose: City Park Fee

File No. 031147

<b>Property Address</b> 2933 B1/2 ROAD	<b>Census Tract</b> 13 MSA2995	<b>LENDER DISCRETIONARY USE</b>
<b>City</b> GRAND JUNCTION <b>County</b> MESA <b>State</b> CO <b>Zip Code</b> 81503		<b>Sale Price</b> \$ _____
<b>Legal Description</b> LENGTHY - SEE ATTACHED PER ASSESSOR'S RECORDS		<b>Date</b> _____
<b>Owner/Occupant</b> ALAN C. HELMICK / VACANT	<b>Map Reference</b> B&B 6	<b>Mortgage Amount</b> \$ _____
<b>Sale Price</b> \$ N/A <b>Date of Sale</b> N/A	<b>Property Rights Appraised</b>	<b>Mortgage Type</b> _____
<b>Loan charges/concessions to be paid by seller</b> \$ 0.00	<input checked="" type="checkbox"/> Fee Simple	<b>Discount Points and Other Concessions</b>
<b>R.E. Taxes</b> \$ 289.00 <b>Tax Year</b> 2002 <b>HOA \$/Mo.</b> 0.00	<input type="checkbox"/> Leashold	<b>Paid by Seller</b> \$ _____
<b>Lender/Client</b> NO LENDER / ALAN C. HELMICK	<input type="checkbox"/> Condominium (HUD/VA)	<b>Source</b> _____
<b>PURPOSE:</b> CITY PARK FEE	<input type="checkbox"/> PUD	

<b>LOCATION</b>	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<b>NEIGHBORHOOD ANALYSIS</b>	<b>Good</b>	<b>Avg</b>	<b>Fair</b>	<b>Poor</b>	
<b>BUILT UP</b>	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%		<b>Employment Stability</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>GROWTH RATE</b>	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow		<b>Convenience to Employment</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROPERTY VALUES</b>	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining		<b>Convenience to Shopping</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEMAND/SUPPLY</b>	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		<b>Convenience to Schools</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MARKETING TIME</b>	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.		<b>Adequacy of Public Transportation</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PRESENT LAND USE %</b>	<b>LAND USE CHANGE</b>	<b>PREDOMINANT OCCUPANCY</b>	<b>SINGLEFAMILYHOUSING</b>		<b>Recreation Facilities</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family 62%	Not Likely <input type="checkbox"/>	Owner <input checked="" type="checkbox"/>	PRICE AGE	<b>Adequacy of Facilities</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2-4 Family 2%	Likely <input checked="" type="checkbox"/>	Tenant <input type="checkbox"/>	\$ (000) (yrs)	<b>Property Compatibility</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Multi-Family 1%	In process <input type="checkbox"/>	Vacant (0-5%) <input checked="" type="checkbox"/>	80 Low 0	<b>Protection from Detrimental Cond.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Commercial 5%	To: CRISTA LEE	Vacant (over 5%) <input type="checkbox"/>	250 High 50	<b>Police &amp; Fire Protection</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Industrial 0%	<b>SUBDIVISION</b>		Predominant	<b>General Appearance of Properties</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vacant 30%			120- 15	<b>Appeal to Market</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: COLO RIVER (N), GUNNISON RIVER (S&W), 32 RD (AKA HWY 141) (E). ORCHARD MESA IS SOUTH OF CENTRAL GRAND JUNCTION, 35% IN CITY LIMITS. COMMERCIAL ARTERIES: HWY 50 & UNAWEEP AVE. 6 X 3 MILES. AVG TO GOOD QUALITY HOMES BUILT 1940'S TO PRESENT ON 1/4 TO 1 ACRE. NEW CONSTRUCTION EVIDENT AND OF BETTER QUALITY. MID PRICE RANGE. QUIET, GENTLY ROLLING TERRAIN, GOOD VIEWS TYPICAL WITH SOME OVERLOOKING GUNNISON OR COLO RIVERS.

<b>Dimensions</b> IRREGULAR SHAPE - SEE PLAT MAP	<b>Topography</b> GENERALLY LEVEL
<b>Site Area</b> 6 ACRES - PER COUNTY <b>Corner Lot</b> NO	<b>Size</b> TYPICAL FOR AREA
<b>Zoning Classification</b> RSF-4/CNTY/RESIDENTIAL SGL FAM <b>Zoning Compliance</b> YES	<b>Shape</b> IRREGULAR
<b>HIGHEST &amp; BEST USE:</b> Present Use X <b>Other Use</b>	<b>Drainage</b> APPEARS ADEQUATE
<b>UTILITIES</b>	<b>View</b> GOOD VIEW OF MTNS
Electricity <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	<b>Landscaping</b> FARM LAND
Gas <input checked="" type="checkbox"/>	<b>Driveway</b> NONE
Water <input checked="" type="checkbox"/>	<b>Apparent Easements</b> NO ADVERSE KNOWN
Sanitary Sewer <input checked="" type="checkbox"/>	<b>FEMA Flood Hazard</b> Yes* <input type="checkbox"/> No X
Storm Sewer <input type="checkbox"/>	<b>FEMA* Map/Zone</b> 080114 0490 C 7/15/92
<b>SITE IMPROVEMENTS</b>	
Street ASPHALT <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Curb/Gutter NONE <input type="checkbox"/>	
Sidewalk NO <input type="checkbox"/>	
Street Lights NONE <input type="checkbox"/>	
Alley NONE <input type="checkbox"/>	

**Comments** (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): IRRIGATION WATER: SPECIAL ASSESSMENT \$228.48/YEAR LAND IS IN PASTURE. NATURAL GAS IS AVAILABLE. WE WERE NOT PROVIDED A SURVEY, NO ADVERSE EASEMENTS APPARENT. B1/2 ROAD IS A SEMI BUSY 2 LAND EAST/WEST ROAD. LOMA LINDA SUB SOUTH. CHIPETA GOLF COURSE EAST.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
<b>Address</b>	2933 B1/2 ROAD GRAND JCT 81503	2825 B 1/2 RD GRAND JCT 81503 MLS#993905	2857 UNAWEEP GRAND JCT 81503 MLS#022059	2757 CHEYENNE DRIVE GRAND JCT 81503
<b>Proximity to Subject</b>		1 MILE WEST	1 MILE NORTHWEST	1 1/2 MILES NORTHWEST
<b>Sales Price</b>	\$ N/A	\$ 150,000	\$ 756,000	\$ 130,000
<b>Price/ ACRE</b>	\$ 0	\$ 14,312	\$ 21,996	\$ 12,034
<b>Data Source</b>	INSP/COUNTY	AGENT/CLSG OFF/MLS	AGENT/CLSG OFF/MLS	MLS/COUNTY/EXTERIOR
<b>VALUE ADJUSTMENTS</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>	<b>DESCRIPTION</b>
<b>Sales or Financing</b>		CASH/NO SELLER	CONV/NO SELLER	CASH/NO SELLER
<b>Concessions</b>		CONCESSIONS	CONCESSIONS	CONCESSIONS
<b>Date of Sale/Time</b>		01/31/2002 +9,000	02/03/2003	12/17/2002
<b>Location</b>	ORCH MESA/AVG	ORCH MESA/AVG	ORCH MESA/AVG	ORCH MESA/AVG
<b>Site/View</b>	AVG/RES/MTNS	AVG/ RES/ LAND	AVG/RES/LAND	AVG/RES/LAND
<b>SITE SIZE</b>	6 ACRES	10.48 ACRES +/- -55,000	34.37 ACRES -600,000	7.11 ACRES -12,000
<b>DAYS ON MARKET</b>		691 DAYS	14 DAYS	N/A
<b>UTILITIES</b>	ALL, CLOSE	ALL, CLOSE	ALL, CLOSE	ALL, CLOSE
<b>ACCESS</b>	GOOD	AVG- DITCH NOR +15,000	GOOD	GOOD
<b>Net Adj. (total)</b>		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 31,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 600,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 12,000
<b>Indicated Value of Subject</b>		Gross: 52.7 Net: -20.7 \$ 119,000	Gross: 79.4 Net: -79.4 \$ 156,000	Gross: 9.2 Net: -9.2 \$ 118,000
<b>Comments of Sales Comparison:</b>	COMP #1 HAD LARGER ACREAGE, BUT AN OLDER SALE AT \$14,312/ACRE, NOW ARROWHEAD ACRES. COMP #2 MUCH LARGER ACREAGE IN THE UNAWEEP REALIGNMENT PROJECT, NOW UNAWEEP HEIGHTS SUBDIVISION. COMP #3 LARGER SITE, SLIGHTLY BETTER LOCATION, NOW EAGLE SUBDIVISION-BUYER PAID ALL COSTS RELATED TO SUBDIVISION DEVELOPMENT.			
<b>Comments and Conditions of Appraisal:</b>	FOR CITY COMMUNITY DEVELOPMENT PARK FEES. REPORT "AS IF RAW LAND", BEFORE SUBDIVISION APPROVALS". SUBJECT SOLD 5/9/02 \$120,000 AS RAW LAND.			
<b>Final Reconciliation:</b>	NO MEANINGFUL INCOME CAN BE DERIVED FROM LAND LIKE THE SUBJECT & COMPARABLES, SO INCOME APPROACH ISN'T APPLICABLE. NO IMPROVEMENTS TO LAND- COST & SALES COMPARISON APPROACH THEREFORE YIELD IDENTICAL FIGURES IN VALUATION. M.J. BROOM, MAI, SRA IS CURRENTLY CERTIFIED UNDER THE CONTINUING EDUCATION PROGRAM OF THE APPRAISAL INSTITUTE.			
<b>RECONCILIATION</b>	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF April 29, 2003 to be \$ 120,000			
	I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.			

Appraiser(s) MARY JANE BROOM, MAI, SRA Review Appraiser (if applicable) \_\_\_\_\_  Did  Did Not Inspect Property

**B & B APPRAISAL, INC.**  
**MULTI-PURPOSE SUPPLEMENTAL ADDENDUM**  
**FOR FEDERALLY RELATED TRANSACTIONS (FIRREA)**

Purpose: City Park Fee  
 031147

Borrower/Client <b>NO BORROWER</b>			
Property Address <b>2933 B1/2 ROAD</b>			
City <b>GRAND JUNCTION</b>	County <b>MESA</b>	State <b>CO</b>	Zip Code <b>81503</b>
Lender <b>NO LENDER / ALAN C. HELMICK</b>			

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC) and the Federal Reserve.

**This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.**

**PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

**EXTENT OF APPRAISAL PROCESS**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- The Reproduction Cost is based on \_\_\_\_\_ supplemented by the appraiser's knowledge of the local market.
- Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

**SUBJECT PROPERTY OFFERING INFORMATION**

- According to MLS/COUNTY/AGENT/OWNER \_\_\_\_\_ the subject property;
- has not been offered for sale in the past 12 months or 1 years.
  - is currently offered for sale for \$ \_\_\_\_\_
  - was offered for sale within the past \_\_\_\_\_ months or \_\_\_\_\_ years.
  - Offering information was considered in the final reconciliation of value.
  - Offering information was not considered in the final reconciliation of value.
  - Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

**SALES HISTORY OF SUBJECT PROPERTY**

- According to COUNTY RECORDS/MLS \_\_\_\_\_ the subject property;
- has not transferred in the past 12 months or 1 years.
  - has transferred in the past \_\_\_\_\_ months or \_\_\_\_\_ years.
  - All prior sales which have occurred in the past \_\_\_\_\_ months or \_\_\_\_\_ years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.
- | Date    | Sales Price | Document # | Seller | Buyer   |
|---------|-------------|------------|--------|---------|
| 05/9/02 | \$120,000   | 3083 / 166 | TROUT  | HELMICK |

**FEMA FLOOD HAZARD DATA**

- Subject property is not located in a FEMA Special Flood Hazard Area.
  - Subject property is located in a FEMA Special Flood Hazard Area.
- | Zone | FEMA Map/Panel# | Map Date | Name of Community |
|------|-----------------|----------|-------------------|
| X    | 080114 0490 C   | 7/15/92  | MESA COUNTY       |
- The community does not participate in the National Flood Insurance Program.
  - The community does participate in the National Flood Insurance Program.
  - It is covered by a regular program.
  - It is covered by an emergency program.

CURRENT SALES CONTRACT

- The subject property is currently not under contract.
- The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- The contract indicated that personal property was not included in the sale.
- The contract indicated that personal property was included. It consisted of \_\_\_\_\_ Estimated contributory value is \$ \_\_\_\_\_
- Personal property was not included in the final value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: \_\_\_\_\_
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

MARKET OVERVIEW Include an explanation of current market conditions and trends.

3-6 months is considered a reasonable marketing period for the subject property based on MLS DATA

ADDITIONAL CERTIFICATION

The Appraiser certifies and agrees that:

- (1) Their analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), and in accordance with the regulations developed by the Lender's Federal Regulatory Agency as required by FIRREA, except that the Departure Provisions of the USPAP do not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on the requested minimum valuation, a specific valuation, or the approval of a loan.

ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

ADDITIONAL COMMENTS

APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature  Effective Date APRIL 29, 2003 Date Prepared \_\_\_\_\_  
 Appraiser's Name (print) MARY JANE BROOM, MAI, SRA Phone # ( 970 ) 243-0250  
 State COLORADO  License  Residential Certification  Certification # CG01313418 Tax ID # 84-1032770

CO-SIGNING APPRAISER'S CERTIFICATION

- The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser
- The co-signing appraiser has not personally inspected the interior of the subject property and:
  - has not inspected the exterior of the subject property and all comparable sales listed in the report.
  - has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes a level of inspection performed by the co-signing appraiser.
- The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION

Appraiser's Signature   Trainee  Review  Other  
 Appraiser's Name (print) RANDAL S. PERRY SS # \_\_\_\_\_  
 State CO  License  Certified Residential  Certification # AR40029832



## Mesa County

### Property Search Results

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

Parcel Number	Name	Address	Legal Description	Actual Value	Map It
2943-293-00-141	HELMICK, ALAN C		BEG E 87FT & S 0DEG00'12SEC W 165FT & E 79.87FT FR CW 1/16 COR SEC 29 1S 1E E181.58FT N 0DEG00'12SEC E 125FT E 113.80FT TO A PT ON NELY BNK MESA MUTUAL CNLS 43DEG15'05SEC E 288.32FT ALG SD BNK S 0DEG01'21SEC W 408.16FT TO PT ON N LILOMA LINDA SUB FIRST ADD S 89DEG57'02SEC W 492.81FT N 0DEG00'12SEC E 493.59FT TO POB	<u>\$2,770</u>	<u>MAP</u>

For more information, double click on the underlined text.


[MC Home Page](#)

[Assessor Main Page](#)

[Previous Page](#)

Page Design Last Modified: 03 Jan 2003



**SUBJECT PROPERTY PHOTO ADDENDUM**

**Borrower:** NO BORROWER

**File No.:** 031147

**Property Address:** 2933 B1/2 ROAD

**Case No.:** Purpose: City Park Fee

**City:** GRAND JUNCTION

**State:** CO

**Zip:** 81503

**Lender:** NO LENDER / ALAN C. HELMICK



**FRONT VIEW OF  
SUBJECT PROPERTY**

**Appraised Date:** April 24, 2003  
**Appraised Value:** \$ 120,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**



**COMPARABLE PROPERTY PHOTO ADDENDUM**

**Borrower:** NO BORROWER

**File No.:** 031147

**Property Address:** 2933 B1/2 ROAD

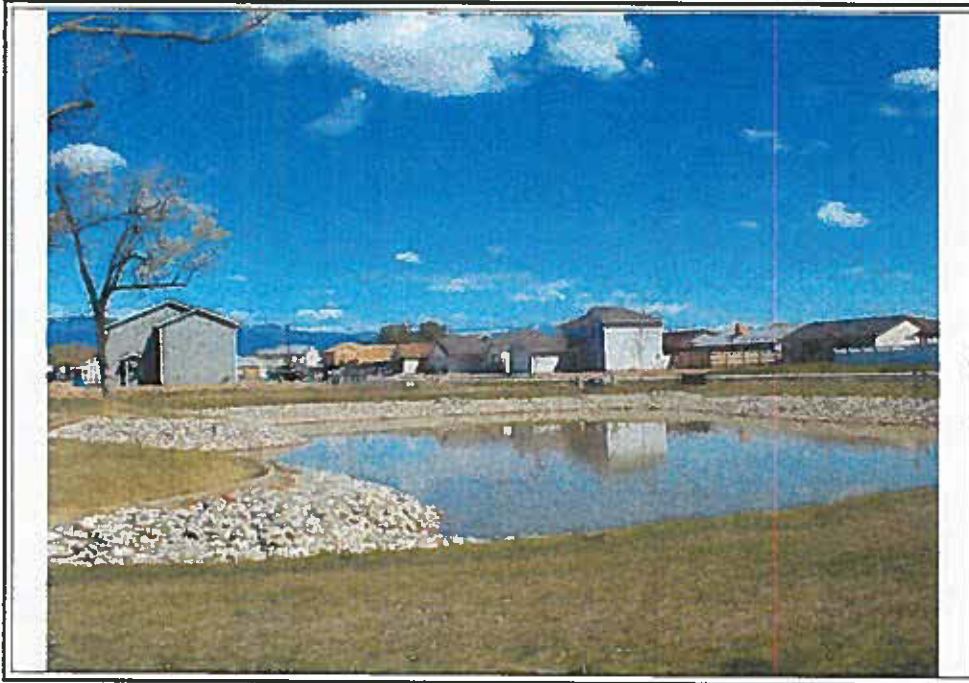
**Case No.:** Purpose: City Park Fee

**City:** GRAND JUNCTION

**State:** CO

**Zip:** 81503

**Lender:** NO LENDER / ALAN C. HELMICK



**COMPARABLE SALE #1**

2825 B 1/2 RD  
GRAND JCT 81503 MLS#993905  
Sale Date: 01/31/2002  
Sale Price: \$ 150,000



**COMPARABLE SALE #2**

2857 UNAWEEP  
GRAND JCT 81503 MLS#022059  
Sale Date: 02/03/2003  
Sale Price: \$ 756,000



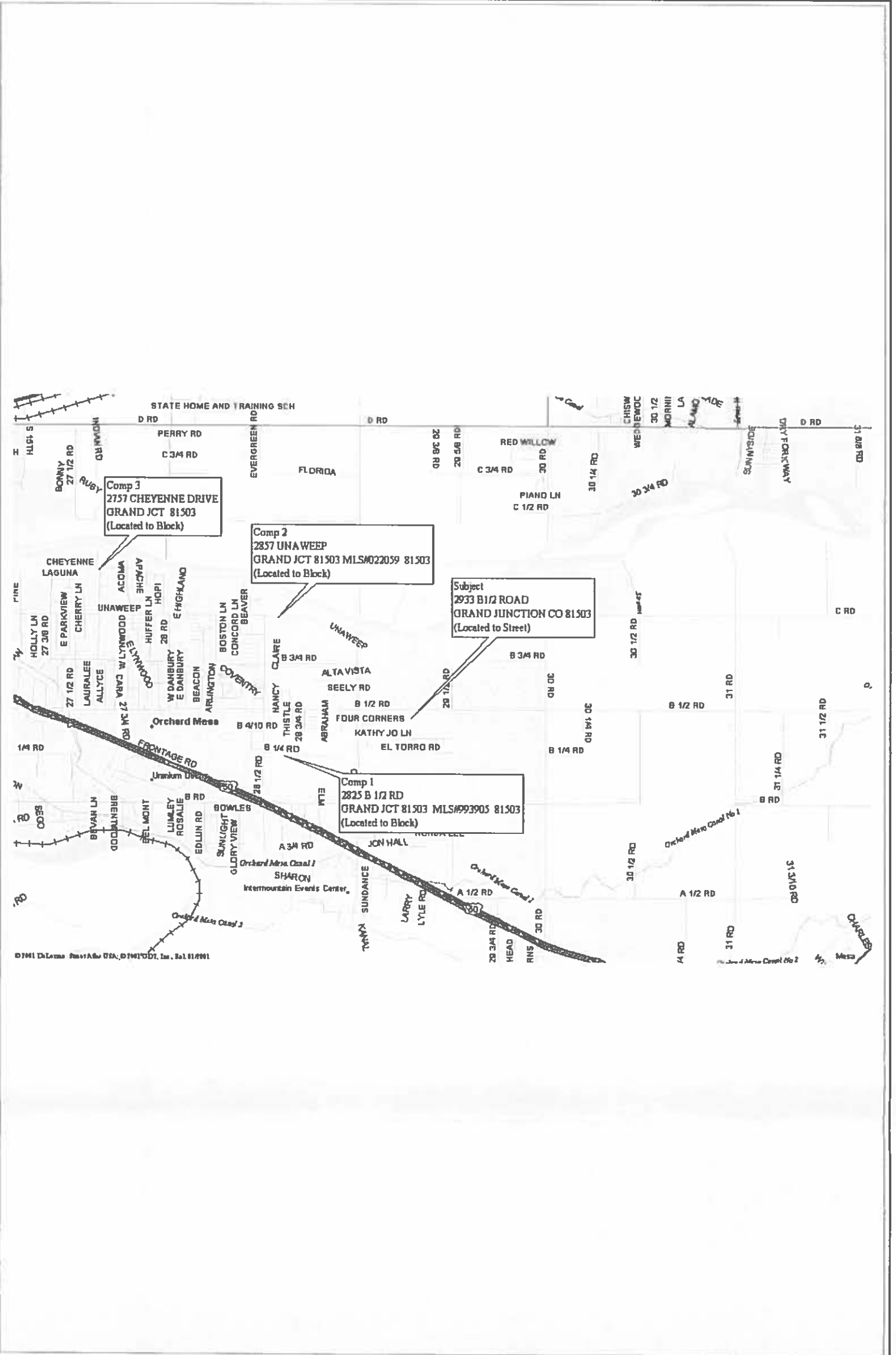
**COMPARABLE SALE #3**

2757 CHEYENNE DRIVE  
GRAND JCT 81503  
Sale Date: 12/17/2002  
Sale Price: \$ 130,000

LOCATION MAP

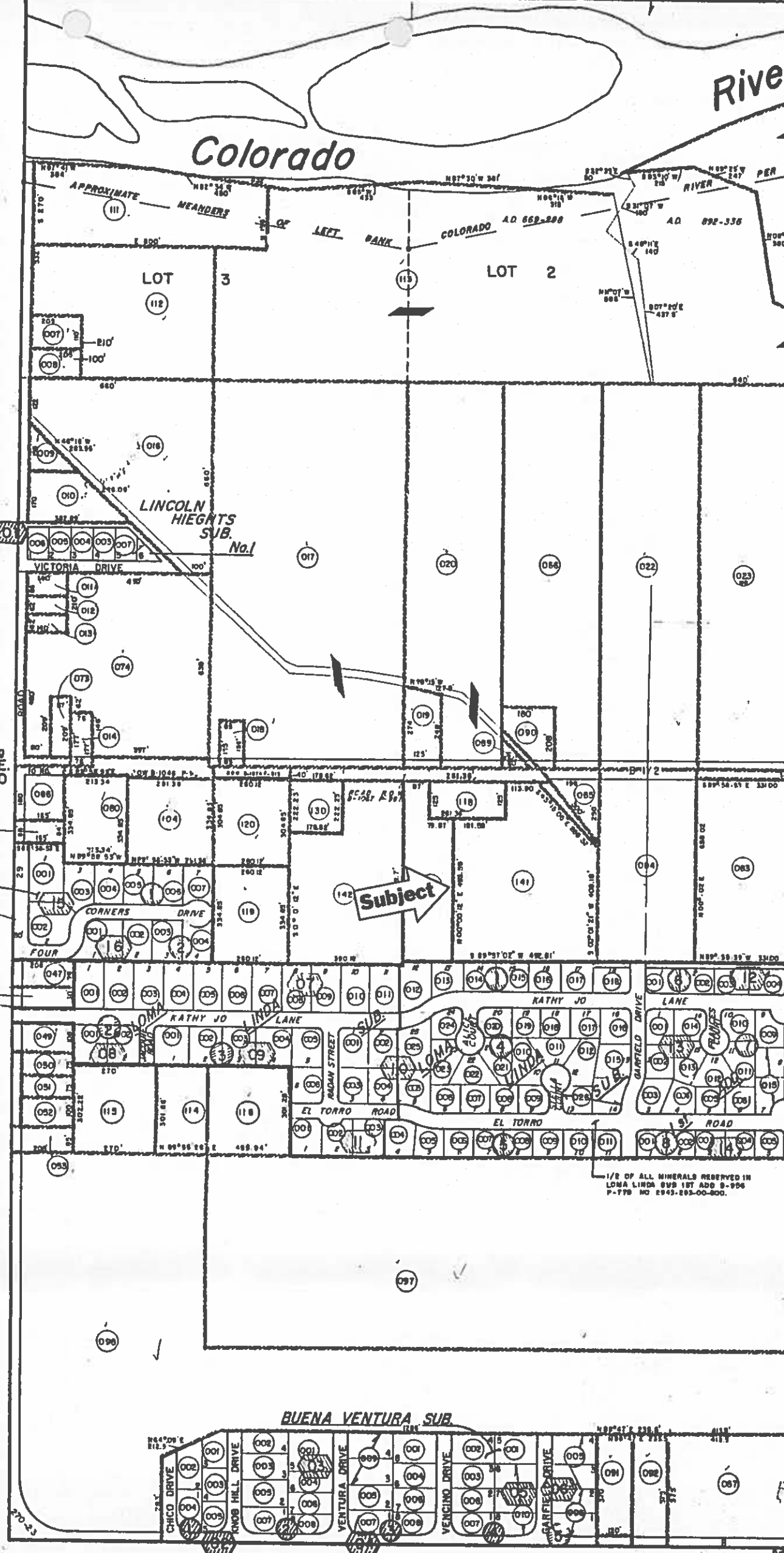
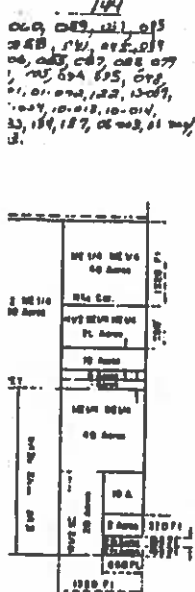
Borrower: NO BORROWER  
Property Address: 2933 B1/2 ROAD  
City: GRAND JUNCTION  
Lender: NO LENDER / ALAN C. HELMICK

File No.: 031147  
Case No.: Purpose: City Park Fee  
State: CO  
Zip: 81503



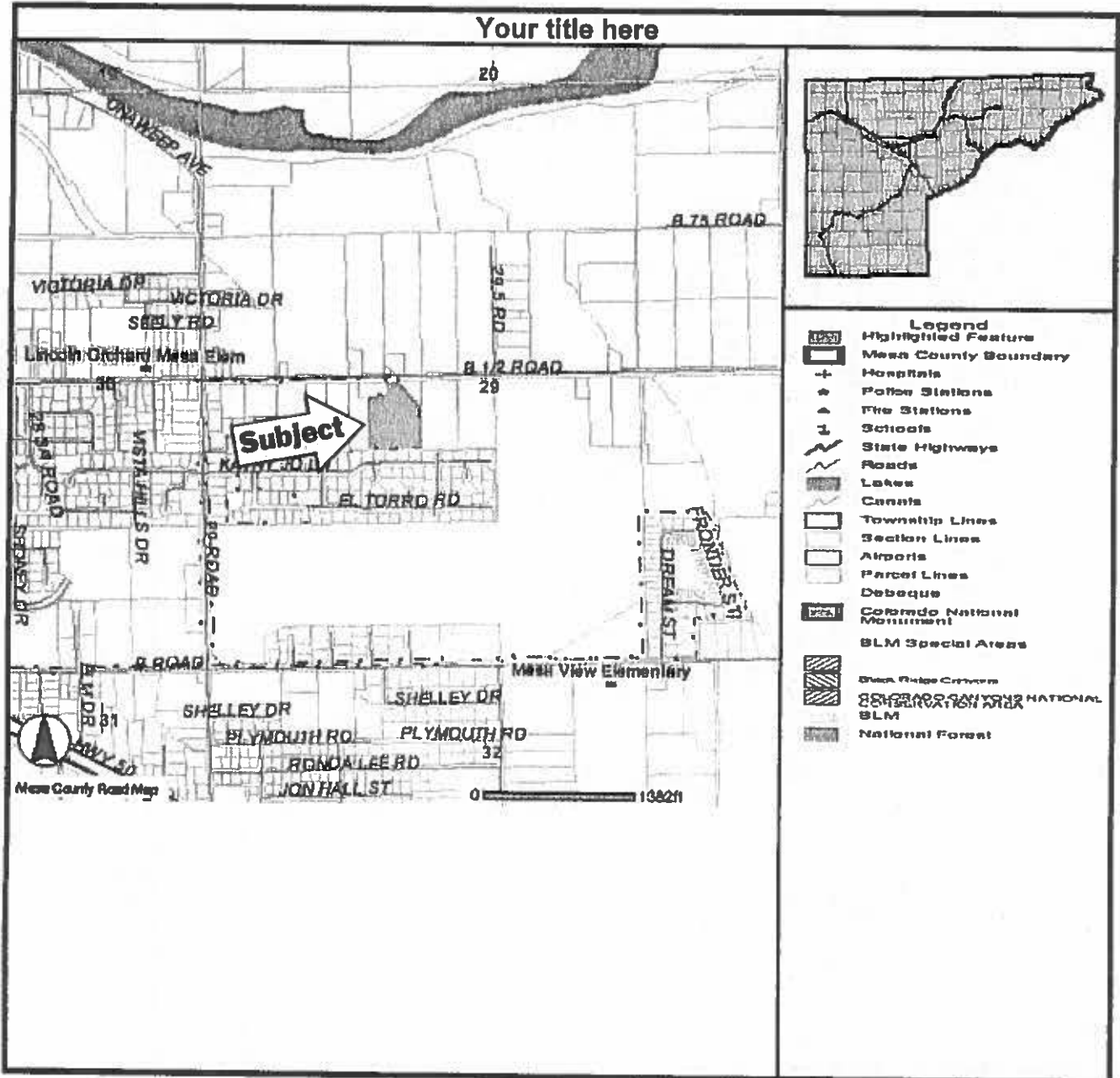
FROM THE DEPARTMENT  
 DEVELOPMENT UNDER THE  
 ACT

ING DEPARTMENT  
 IE P- JAN. 18, 67  
 3 2  
 RE No. 2  
 by assessors office  
 01-006  
 07-007  
 13 & 144  
 01.008  
 120  
 22  
 137  
 39



1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10









**QUALIFICATIONS OF**  
**MARY JANE BROOM, MAI**  
 715 Horizon Drive, Suite 330, Grand Junction, CO 81506  
 (970) 243-0250 Fax (970) 243-1721  
 email: [MJBroom@bbgj.com](mailto: MJBroom@bbgj.com)

**- PROFESSION:**

Real Estate Appraiser and Consultant

**- MEMBERSHIPS:**

Member, Appraisal Institute, (MAI) and Senior Residential Appraiser (SRA) in the Appraisal Institute.  
 Certified General Appraiser in Colorado - CG01313418. License expires December 31, 2003.

**- EDUCATION:**

Bachelor of Arts, College of Journalism, Marquette University, Milwaukee, Wisconsin.

As of the date of this report, Mary Jane Broom has completed the requirements under the continuing education program of the Appraisal Institute.

Successful completion of Litigation Valuation through the Appraisal Institute, Residential Appraisal (101), Commercial Appraisal (201), Narrative Report Seminar, and R-2 exam through the Society of Real Estate Appraisers, and Case Studies in Real Estate Valuation, Valuation Analysis and Report Writing, Capitalization Theory and Techniques Parts I, II and III, Introduction to Real Estate Investment Analysis, and Standards of Professional Practice through the American Institute of Real Estate Appraisers. Introduction to Real Estate, Appraisal I and Appraisal II through the University of Colorado.

**Seminars completed in the last five years:**

- 2001: Standards of Professional Appraisal Practice 430 (Appraisal Institute)
- 2001: Appraisal Trends in Colorado Ski Areas
- 2001: Role of Water in Geologic Hazards of Mesa County (Mesa County Water Association)
- 1999: The FHA and the Appraisal Process (Appraisal Institute)
- 1998: Introduction to Review Appraisal (McKissock Data Systems - MDS)
- 1998: Introduction to Environmental Considerations for the Appraiser (MDS)
- 1998: Income Capitalization (MDS)
- 1998: Uniform Standards of Professional Appraisal Practice (MDS)
- 1997: Appraisal License Review (Appraisal Institute)

**- REAL ESTATE EXPERIENCE:**

Co-owner of B & B Appraisal, Inc., in Grand Junction, Colorado. Founded in 1983. Have been appraising real estate since 1975, beginning in the Boulder County Assessor's office. Prior to that, researched commercial and vacant land sales and trends in the Denver area for the Rocky Mountain Research Institute. Appraised residential properties for First Federal Savings in Denver from 1977 to 1979. Was independent fee appraiser for Biber & Co., Inc. in Grand Junction from 1979 to 1983. On the HUD fee panel since 1979 and am currently approved for FHA reports. On VA panel 1979 to 1993.

**- APPRAISAL EXPERIENCE:**

Appraisal assignments encompassing single-family and multi-unit dwellings, proposed residential and commercial subdivisions, townhomes, condominiums, and projects of each; plus existing and proposed commercial and industrial properties; vacant land; farms and ranches.

**- EXPERT WITNESS:**

Qualified as an expert witness in Federal District Court and in Mesa County and Garfield County District Courts.

**- WESTERN COLORADO CITIES I HAVE WORKED IN:**

Clifton	Mesa	Whitewater	Glade Park	Rangely	Battlement Mesa
Aspen	Delta	Lake City	Ouray	Rifle	Glenwood Springs
Fruita	Mecker	Palisade	Telluride	Collbran	Loma
Montrose	Parachute	Craig	Grand Junction	Nucla	

**- SAMPLING OF CURRENT CLIENTS:**

Alpine Bank and Mortgage	Fannie Mae	Mesa County
Bank of Grand Junction	Fidelity Mortgage	Mesa National Banks and Mortgage
Banker's Mortgage Corporation	First National Bank of the Rockies	Pacific American Mortgage
Chesapeake Appraisal Service	GMAC Mortgage Corporation	RES Direct/ValueIT
Colorado Federal Mortgage	Grand Valley National Bank	STARS Appraisal Service
Commercial Federal Bank	Home Loan and Investment	U.S. Bank
Countrywide Home Loan	LandSafe Appraisal Service	Wells Fargo Bank and Mortgage
Department of Justice	Lender's Service Inc., - LSI	Vectra Banks

Numerous attorneys, real estate offices, investors, and individual property owners.

**State of Colorado** (VALID THROUGH)

No. Board of Real Estate Appraisers 2003  
 CG01313418  
 CERTIFIED GENERAL APPRAISER  
 MARY JANE BROOM  
 715 HORIZON DRIVE, STE 330  
 GRAND JUNCTION, CO 81506

is duly enrolled as noted above. Witness by my hand and official seal at Denver, Colorado this 1st day of January 2001

*Stewart A. Leach*  
 Program Administrator

**B & B APPRAISAL, INC.  
USPAP COMPLIANCE ADDENDUM**

File No. 031147

Borrower <u>NO BORROWER</u>		Order # _____	
Property Address <u>2933 B1/2 ROAD</u>			
City <u>GRAND JUNCTION</u>	County <u>MESA</u>	State <u>CO</u>	Zip Code <u>81503</u>
Lender/Client <u>NO LENDER / ALAN C. HELMICK</u>		Client Reference # <u>Purpose: City Park Fee</u>	

Only those items checked  below apply to this report.

**PURPOSE, FUNCTION AND INTENDED USE OF THE APPRAISAL**

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The *only* function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The *only* function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to ESTIMATE MARKET VALUE, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for CITY PARK FEES. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

**TYPE OF APPRAISAL AND APPRAISAL REPORT**

- This is a COMPLETE Appraisal written in a SUMMARY Report format and the USPAP Departure Rule has *not* been invoked.
- This is a Limited Appraisal written in a \_\_\_\_\_ Report format and the USPAP Departure Rule *has* been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

**SCOPE (EXTENT) OF REPORT**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 120 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 120 day(s).

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:


- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have  or have not  made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated.)

*NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.*

- **Supervisory Appraiser's Certification:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of Form 2055, and am taking full responsibility for the appraisal report.

**APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE**

**APPRAISER:**

Signature:   
 Name: MARY JANE BROOM, MAI, SRA  
 Date the Report was Signed: 04/29/2003  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: COLORADO  
 Expiration Date of Certification or License: 12/31/2003

**SUPERVISORY APPRAISER (only if required):**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date the Report was Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Did inspect subject property | <input type="checkbox"/> Inspected Comparables |
| <input type="checkbox"/> Interior & Exterior          | <input type="checkbox"/> Interior & Exterior   |
| <input type="checkbox"/> Exterior only                | <input type="checkbox"/> Exterior only         |



## EXHIBIT B

## IMPROVEMENTS COST ESTIMATE

DATE: 15-Sep-03  
 DEVELOPMENT NAME: Crista Lee Subdivision  
 LOCATION: 2933 B 1/2 Road  
 PRINTED NAME OF PERSON PREPARING: PATRICK M. O'CONNOR

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC Sanitary Sewer Main	LF	1289	\$ 16.00	\$ 20,624.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	LF	864	\$ 10.00	\$ 8,640.00
5	Sanitary Sewer Manhole	EA	7	\$ 1,500.00	\$ 10,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 500.00	\$ 500.00
8	Concrete Encasement	LF	120	\$ 30.00	\$ 3,600.00
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 43,864.00</b>
<b>B. DOMESTIC WATER</b>					
1	8" PVC Water Main	LF	1583	\$ 18.00	\$ 28,494.00
2	" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	9	\$ 550.00	\$ 4,950.00
5	" Gatevalve	EA			\$ -
6	" Gatevalve	EA			\$ -
7	Water Services	LF	778	\$ 9.00	\$ 7,002.00
8	Connect to Existing Water Line	EA	1	\$ 500.00	\$ 500.00
9	Fire Hydrant with Valve	EA	2	\$ 2,350.00	\$ 4,700.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	1	\$ 300.00	\$ 300.00
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 45,946.00</b>

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

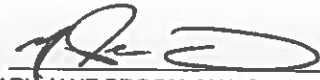
1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 2933 B1/2 ROAD, GRAND JUNCTION, CO, 81503

**APPRAISER:**

**SUPERVISORY APPRAISER (only if required)**

Signature:   
 Name: MARY-JANE BROOM, MAI, SRA  
 Date Signed: 04/29/2003  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: COLORADO  
 Expiration Date of Certification or License: 12/31/2003

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

CERTIFIED GENERAL APPRAISER

## DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement" or "Agreement") are ALAN HELMICK ("the Developer") and THE CITY OF GRAND JUNCTION, Colorado ("the City" or "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 will be the date that this agreement is signed 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 within the City to be known as CRISTA LEE SUBDIVISION, which property is more particularly described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Property and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and 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 Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

### DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will 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 ("the Improvements" or "Improvements"). The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit B. The hourly rate of "in-house" City inspection services is \$45.00 per hour. The scope of this project is such that the City may have to engage independent consultant(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder. The Developer's obligation to complete the improvements is and will 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 in a form and with terms acceptable to the City. A copy of which or a memorandum thereof is attached as Exhibit C.

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

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the last Improvement completed by the Developer.

7. **Commencement, Completion and Abandonment Periods:** The Developer will commence work on the Improvements within 14 days from the Effective Date of this Agreement \_\_\_\_\_ (set date) ("the Commencement Period") and the Improvements, each and every one of them, shall be completed by the end of the 12TH month from the Effective Date of this Agreement \_\_\_\_\_ (set date) (the "Completion Period"). The Developer shall not cease construction activities for any period of more than 60 consecutive days ("the Abandonment Period").

8. **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 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 final development approval.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to correct the defect. The City may grant reasonable extensions.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of Improvements will not be given or obtained 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 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 that is detected or which occurs after approval and/or acceptance.

11. **Reduction of Security:** After the acceptance of any Improvement, the amount which the City is entitled to draw on the guarantee will be reduced by an amount equal to 90 percent of the estimated cost of such Improvement as shown in Exhibit B. At the written request of the Developer, the City will execute a certificate verifying the acceptance of the Improvement and waiving its right to draw on the guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such certification. Upon the acceptance of all of the Improvements the remaining balance that may be drawn under the guarantee shall be available to the City for 90 days after the expiration of the warranty period.

12. **Use of Proceeds:** The City will use funds deposited with it, drawn or guaranteed pursuant to any written agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

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

- a. Developer's failure to complete each portion of the Improvements in conformance with the time schedule provided in paragraph number seven (7.), above;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvement within the applicable correction period;
- c. 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;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

Unless specifically provided herein the City may not declare a default until written notice has been sent 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.

14. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. Administrative 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 will be *prima facie* evidence of the minimum cost of completion, however, neither that amount or the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow or other guarantee establish the maximum amount of the Developer's liability.

15. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit B) of all Improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete 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. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or lender) who has acquired the Property by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements and provides to the City reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the Improvements are completed or accepted. 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 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 or the Property being developed 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 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 of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will 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 will 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 will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

18. **Amendment or Modification:** The parties to this Agreement may amend or modify the Agreement only by written instrument executed on behalf of the City by the City Manager 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.

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, 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.

20. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development 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 and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

22. **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.

23. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

24. **Severability:** If any part, term, or provision of this Agreement 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 rights of the parties will 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. 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 right of 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. When the Improvements are completed and approved by the City, the City agrees to state same in writing, with appropriate acknowledgments. The City will 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 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:

ALAN HELMICK  
721 MAIN STREET, SUITE 4  
DELTA, CO 81416

If to City:

City of Grand Junction  
Community Development Director  
250 N. 5th Street  
Grand Junction, Colorado 81501

27. **Recordation:** Developer will pay for all costs to record this Agreement or a Memorandum thereof in the Clerk and Recorder's Office of Mesa County, Colorado.

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, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security 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.

30. a. **Conditions of 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 improvements shall have been finally accepted by the City.

b. **Phased Development:** 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 his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

c. Prior to requesting final acceptance of any street, storm drainage facility, or other required improvement(s), the Developer shall: (i) furnish 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) provide 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 improvements have been constructed, or which are necessary for the improvements, are free from toxic, hazardous or other

regulated substances or materials: (iii) provide 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.

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

\_\_\_\_\_  
Director of Community Development date

Attest:

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

By: \_\_\_\_\_  
Developer date

Name (printed): ALAN HELMICK

Its (position): \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary date

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

**EXHIBIT A**

A parcel of land situated in the N ½ SW ¼ of Section 29, Township 1 South, Range 1 East of the Ute Meridian, a portion thereof being recorded in Book 1672 at Page 812 of the records of the County Clerk and Recorder, being more particularly as Follow:

Commencing at the found Mesa County Survey Monument for the CW 1/16 corner of said Section 29, the basis of bearing being South 90° 00'00" East along the North line of said SW ¼ a distance of 87.00 feet;  
thence South 00°00'12" West 165.00 feet;  
thence South 90°00'00" East 79.78 feet to the point of beginning;  
thence South 90°00'00" East 181.58 feet;  
thence North 00°00'12" East 125.00 feet;  
thence South 90°00'00" East 113.8 feet to a point on the northeasterly bank of the Mesa Mutual Canal;  
thence South 43°15'05" East 288.32 feet along said northeasterly bank;  
thence South 00°01'21" West 408.16 feet along the easterly bank of said canal to a point on the North line of Loma Linda Subdivision First Addition;  
thence South 89°57'02" West 492.81 feet along said subdivision;  
thence North 00°00'12" East 493.59 feet to the point of beginning.

MESA COUNTY, COLORADO

**EXHIBIT B**

IN RE: Crista Lee Subdivision  
 LOCATION: 2933 B 1/2 Road  
 DATE: May 08, 2003

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision as shown on the above named subdivision plat dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2003, the following improvements to the City of Fruita or special district standards.

ITEM #	DESCRIPTION	QUANTITY	UNITS	E.A.P UNITS	TOTAL COST
203	Remove Irrig. Structure	2	Ea.	\$ 500.00	\$1,000.00
203	Clearing and Grubbing	1	L.S.	\$ 2,000.00	\$2,000.00
203	Embankment Material	2,380	Cu Yd	\$ 2.50	\$5,950.00
203	Unclassified Excavation	4,460	Cu Yd	\$ 2.00	\$8,920.00
304	6" Aggregate Base Course	1,632	Ton	\$ 11.25	\$18,360.00
304	Subgrade stabilization	100	Ton	\$ 15.00	\$1,500.00
401	3" Bituminous Pavement	816	Ton	\$ 36.00	\$29,376.00
603	4" SDR-35 PVC Pipe (Service)	864	Lin. Ft.	\$ 10.00	\$8,640.00
603	8" SDR - 35 PVC Pipe (Main)	1,289	Lin. Ft.	\$ 14.00	\$18,046.00
603	15" HDPE storm drain	42	Lin. Ft.	\$ 25.00	\$1,050.00
603	Outlet Structure	1	Ea.	\$ 2,000.00	\$2,000.00
603	Detention Sump-Pump & Pipe	1	L.S.	\$ 1,500.00	\$1,500.00
603	Storm drain inlet box	1	Ea.	\$ 2,000.00	\$2,000.00
603	2 ft. V-Pan (4" thick)	190	Sq. Ft.	\$ 2.00	\$380.00
603	6" Sidewalk Drain-Trough	1	Ea.	\$ 2,000.00	\$2,000.00
604	Sanitary Sewer Manhole	7	Ea.	\$ 1,500.00	\$10,500.00
604	Connect to exist san. Sewer w/MH	1	Ea.	\$ 3,000.00	\$3,000.00
607	6' Privacy fence	307	Lin. Ft.	\$ 20.00	\$6,140.00
607	12 foot gate	1	Ea.	\$ 500.00	\$500.00
608	6.5' driveover curbwalk w/base	2,605	Lin. Ft.	\$ 17.50	\$45,587.50
608	8" V-Pans	204	Sq. Ft.	\$ 3.00	\$612.00
608	8" Corner Fillets and Curb Ramp	310	Sq. Ft.	\$ 3.00	\$930.00
614	Mailbox, gang mailbox	1	Ea.	\$ 500.00	\$500.00
614	Street Light Standard	4	Ea.	\$ 1,200.00	\$4,800.00
614	Traffic signs and sign panels	4	Ea.	\$ 200.00	\$800.00
614	Barricade, end of road panels	1	Ea.	\$ 500.00	\$500.00
615	2" Offsite Irrig. Ser W/ riser	290	Lin. Ft.	\$ 7.00	\$2,030.00
615	4" PVC irrigation pipe, Class 160	2,145	Lin. Ft.	\$ 8.00	\$17,160.00
615	6" PVC irrigation pipe, Class 160	480	Lin. Ft.	\$ 10.00	\$4,800.00
615	6" Gate valve	1	Ea.	\$ 500.00	\$500.00
615	4" Ball valve	6	Ea.	\$ 75.00	\$450.00
615	2" CR-100 Air-Vac	1	Ea.	\$ 200.00	\$200.00
615	Air-injection port	2	Ea.	\$ 300.00	\$600.00
615	Blow-off	1	Ea.	\$ 200.00	\$200.00
615	8" C-900 Irrig. Sleeve	95	Lin. Ft.	\$ 15.00	\$1,425.00
615	12" C-900 Irrig. Sleeve	45	Lin. Ft.	\$ 18.00	\$810.00
615	Risers, irrigation - 1" w/ ball valve	23	Ea.	\$ 80.00	\$1,840.00
619	8" C-900 Class 150, PVC Pipe	1,583	Lin. Ft.	\$ 18.00	\$28,494.00
619	Sewer line encasement	6	Ea.	\$ 400.00	\$2,400.00
619	8" Gate Valve	9	Ea.	\$ 550.00	\$4,950.00
619	Fire Hydrant	2	Ea.	\$ 2,350.00	\$4,700.00
619	3/4" type K copper Services	778	Lin. Ft.	\$ 9.00	\$7,002.00
619	Tie connection to exist. 8" waterline	1	Ea.	\$ 500.00	\$500.00
630	Traffic Control	1	L.S.	\$ 1,000.00	\$1,000.00
	<b>SUB-TOTAL</b>				<b>\$255,652.50</b>
	<b>SUPERVISION</b>	1	L.S.	4%	<b>\$10,226.10</b>
	<b>ESTIMATED PROJECT COST</b>				<b>\$265,878.60</b>
	<b>PERFORMANCE BOND</b>			110%	<b>\$292,466.46</b>

EXHIBIT B

IN RE: Crista Lee Subdivision  
LOCATION: 2933 B 1 2 Road  
DATE: May 08, 2003

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision as shown on the above named subdivision plat dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2003, the following improvements to the City of Fruta or special district standards.

ITEM #	DESCRIPTION	QUANTITY	UNITS	E.A.P UNITS	TOTAL COST
203	Remove Irrig. Structure	2	Ea.	\$ 500.00	\$1,000.00
203	Cleaning and Grubbing	1	L.S.	\$ 2,000.00	\$2,000.00
203	Embankment Material	2,380	Cu Yd	\$ 2.50	\$5,950.00
203	Unclassified Excavation	4,460	Cu Yd	\$ 2.00	\$8,920.00
304	6" Aggregate Base Course	1,632	Ton	\$ 11.25	\$18,360.00
304	Subgrade stabilization	100	Ton	\$ 15.00	\$1,500.00
401	3" Bituminous Pavement	816	Ton	\$ 36.00	\$29,376.00
603	4" SDR-35 PVC Pipe (Service)	864	Lin. Ft.	\$ 10.00	\$8,640.00
603	4" SDR-35 PVC Pipe (Main)	1,289	Lin. Ft.	\$ 14.00	\$18,046.00
603	15" HDPE storm drain	42	Lin. Ft.	\$ 25.00	\$1,050.00
603	Outlet Structure	1	Ea.	\$ 2,000.00	\$2,000.00
603	Detention Sump-Pump & Pipe	1	L.S.	\$ 1,500.00	\$1,500.00
603	Storm drain inlet box	1	Ea.	\$ 2,000.00	\$2,000.00
603	2 ft. V-Pan (1/2" thick)	190	Sq. Ft.	\$ 2.00	\$380.00
603	6" Sidewalk Drain-Trough	1	Ea.	\$ 2,000.00	\$2,000.00
604	Sanitary Sewer Manhole	7	Ea.	\$ 1,500.00	\$10,500.00
604	Connect to exist. san. Sewer w/MH	1	Ea.	\$ 3,000.00	\$3,000.00
607	6" Privacy fence	307	Lin. Ft.	\$ 20.00	\$6,140.00
607	12 foot gate	1	Ea.	\$ 500.00	\$500.00
608	6' driveover curbwalk w/base	2,605	Lin. Ft.	\$ 17.50	\$45,587.50
608	8" V-Pans	204	Sq. Ft.	\$ 3.00	\$612.00
608	8" Corner Fillets and Curb Ramp	310	Sq. Ft.	\$ 3.00	\$930.00
614	Mailbox, gang mailbox	1	Ea.	\$ 500.00	\$500.00
614	Street Light Standard	4	Ea.	\$ 1,200.00	\$4,800.00
614	Traffic signs and sign panels	4	Ea.	\$ 200.00	\$800.00
614	Barricade, end of road panels	1	Ea.	\$ 500.00	\$500.00
615	2" Offset Irrig. Ser. W/ riser	290	Lin. Ft.	\$ 7.00	\$2,030.00
615	4" PVC irrigation pipe, Class 160	2,145	Lin. Ft.	\$ 8.00	\$17,160.00
615	6" PVC irrigation pipe, Class 160	480	Lin. Ft.	\$ 10.00	\$4,800.00
615	6" Gate valve	1	Ea.	\$ 500.00	\$500.00
615	4" Ball valve	6	Ea.	\$ 75.00	\$450.00
615	2" CR-100 Air-Vac	1	Ea.	\$ 200.00	\$200.00
615	Air-injection port	2	Ea.	\$ 300.00	\$600.00
615	Blow-off	1	Ea.	\$ 200.00	\$200.00
615	8" C-900 Irrig. Sleeve	95	Lin. Ft.	\$ 15.00	\$1,425.00
615	12" C-900 Irrig. Sleeve	45	Lin. Ft.	\$ 18.00	\$810.00
615	Risers, irrigation - 1" w/ ball valve	23	Ea.	\$ 80.00	\$1,840.00
619	8" C-900 Class 150, PVC Pipe	1,583	Lin. Ft.	\$ 18.00	\$28,494.00
619	Sewer line encasement	6	Ea.	\$ 400.00	\$2,400.00
619	8" Gate Valve	9	Ea.	\$ 550.00	\$4,950.00
619	Fire Hydrant	2	Ea.	\$ 2,350.00	\$4,700.00
619	3/4" type K copper Services	778	Lin. Ft.	\$ 9.00	\$7,002.00
619	Tie connection to exist. 8" waterline	1	Ea.	\$ 500.00	\$500.00
630	Traffic Control	1	L.S.	\$ 1,000.00	\$1,000.00
	<b>SUB-TOTAL</b>				<b>\$255,652.50</b>
	<b>SUPERVISION</b>	1	L.S.	4%	\$10,226.10
	<b>ESTIMATED PROJECT COST</b>				<b>\$265,878.60</b>
	<b>PERFORMANCE BOND</b>			110%	\$292,466.46

M 26,587.96 ✓

L - # 37,655.00  
R - 99,365.50  
M - 67,213.96  
S - 42,586.00  
W - 45,646.00

} # 292,466.46

	TOTAL UNITS	UNIT QTY.	TOTAL PRICE	TOTAL AMOUNT
10. Bonds	_____	_____	_____	_____
11. Newsletters	_____	_____	_____	_____
12. General Construction Supervision	_____	_____	_____	_____
13. Other _____	_____	_____	_____	_____
14. Other _____	_____	_____	_____	_____

TOTAL ESTIMATED COST OF IMPROVEMENTS: \$ 292,466.46

SCHEDULE OF IMPROVEMENTS:

- I. SANITARY SEWER \$42,586.00
- II. DOMESTIC WATER \$45,646.00
- III. STREETS \$99,365.50
- IV. LANDSCAPING \$37,655.00
- V. MISCELLANEOUS \$67,213.96

I have reviewed the estimated costs and time schedule shown above and based on the plans and the current costs of construction agree to construct and install the Improvements as required above.

\_\_\_\_\_  
SIGNATURE OF DEVELOPER date  
(If corporation, to be signed by president and attested  
to by secretary together with the corporate seals.)

Reviewed and approved.

\_\_\_\_\_  
CITY ENGINEER date

\_\_\_\_\_  
COMMUNITY DEVELOPMENT date

**EXHIBIT C**

\_\_\_\_\_ (Bank Name)

Grand Junction, Colorado

Date: \_\_\_\_\_

**IRREVOCABLE LETTER OF CREDIT**

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your draft(s) at sight on us for a sum not exceeding \$ \_\_\_\_\_ for the account of \_\_\_\_\_ ("Developer"), to be accepted by your signed statement that drawing is due to default or failure to perform by Developer with respect to Improvements required on or before \_\_\_\_\_ ) a development occurring within the City of Grand Junction, Colorado. Acting through the City Attorney you will notify us when either:

1. The Improvements have been timely completed and the warranty period has terminated and the credit may be released; or
2. The Developer has failed to perform or is in default. Notice shall be signed by the City Attorney or the Attorney's designee. Proof of default or a statement from any other party shall not be required.

All drafts drawn hereunder must be by sight draft marked: "Drawn under \_\_\_\_\_ (bank name), Credit No. \_\_\_\_\_, dated \_\_\_\_\_."

The original of the credit must be presented along with any such draft.

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft will be a warranty by the negotiating bank that such endorsement has been made and that document(s) have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practices for Commercial Documentary Credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same will be duly honored and payment made no later than 3 (three) days after due presentation of the credit and delivery of document(s) as specified on or before the date written in the first paragraph above or as the same may be extended.

\_\_\_\_\_ (Bank Name)

by: \_\_\_\_\_  
Authorized Officer Signature

Attest:

by: \_\_\_\_\_  
Authorized Officer Signature (Corporate Seal)





# Grand Valley National Bank

925 NORTH SEVENTH STREET • (970) 241-4400  
FAX (970) 241-3039 TOLL FREE 1-877-859-6040  
P.O. BOX 848 GRAND JUNCTION, COLORADO 81501-0848  
[www.grandvalleybank.com](http://www.grandvalleybank.com)

January 6, 2005

Laura Lamberty  
City of Grand Junction  
250 N 5<sup>th</sup> St.  
Grand Junction, CO 81501

Re: Alan Helmick  
Crista Lee Suidivision  
FP-2003-101

Dear Laura,

The Bank currently has a cash balance of \$42,910 in a deposit account that is restricted and pledged to secure Mr. Helmick's Crista Lee Subdivision Maintenance Guarantee Agreement. Procedures are in place to withhold \$3,865 from the sale of each of the remaining eleven lots that are secured by our Deed of Trust until the required \$57,980.56 balance is fulfilled.

This letter confirms that these deposits are pledged to secure the Maintenance Guarantee Agreement to the City of Grand Junction.

Please feel free to contact me if you have any further questions.

Sincerely,

B. Skalicky  
Senior Vice-President

Bruce

596-2096

## MAINTENANCE GUARANTEE

1. **Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are ALAN C. HELMICK ("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 CRISTA LEE SUBDIVISION has been reviewed and approved under Community Development file # FP-2003-101 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 \$ 57,980<sup>50</sup> (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.

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: CRISTALEE LLC Name -Developer/Company  
2933 1/2 ROAD Address (Street and Mailing) -  
721 MAIN ST - DELTA CO 81416 - MAILING  
GRAND JUNCTION, CO City, State & Zip Code  
(970) 874-8913 Telephone and Fax Numbers  
(970) 874-3534  
HELMICK@KAYCEE.NET 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:

Alan C. Helmick 11/15/04  
Developer Date

Name (printed): ALAN C. HELMICK

Title (position): MANAGER

Attest:

Kathy Attenhofer 11-15-04  
Secretary Date

City of Grand Junction

Pat Cerril 2/2/05  
Project Planner Date

Anna C. Umbreit 2-2-05  
Dept. of Public Works and Utilities Date

GUARANTEE2003

6/13/2003

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are ALAN C. HELMICK, ("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 CRISTA LEE SUBDIVISION has been reviewed and approved under Community Development file # FP-2003-101 ("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 \$ 347,883.34 (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

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 \$ 53,980.56 (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: 10/24/03  
Completion Date: 10/24/04

**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 \$\_\_\_\_\_ (Line G1, Exhibit B, Total Improvement Costs).

\$ 289,902.78

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:	<u>ALAN C. HELMICK</u>	Name -Developer/Company
	<u>721 MAIN ST., SUITE 4</u>	Address (Street and Mailing)
	<u>DELTA, CO 81416</u>	City, State & Zip Code
	<u>(970) 874-8913</u>	Telephone and Fax Numbers
	<u>(970) 874-3534</u>	
	<u>N/A</u>	E-mail

Cc:

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

Cc: Community Development Department  
250 North 5<sup>th</sup> 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:

Alan C. Helmick 10/22/03  
Developer Date  
ALAN C. HELMICK  
Name (printed)

Corporate Attest:

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

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

Pat Cowl 11/20/03  
Community Development Dept. Date

6/13/2003



## EXHIBIT "A"

### DESCRIPTION OF CRISTA LEE SUBDIVISION

A tract of land located in the SW 1/4 of the NW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Beginning at the northwesterly corner of Crista Lee Subdivision, whence the CW 1/16 corner of Section 29, T. 1 S., R. 1 E., U.M., being a Bureau of Land Management Monument, bears N 45°15'56" W, 234.76 feet to the Point of Beginning.

1. Thence S 90°00'00" E, 181.58 feet;
2. Thence N 00°00'12" E, 125.00 feet;
3. Thence S 90°00'00" E, 113.80 feet;
4. Thence S 43°15'05" E, 288.32 feet;
5. Thence S 00°01'21" W, 408.16 feet;
6. Thence S 89°57'02" W, 492.81 feet;
7. Thence N 00°00'12" E, 493.59 feet to the Point of Beginning.

Crista Lee Subdivision, as described above, contains 6.000 acres more or less.

## EXHIBIT B

## IMPROVEMENTS COST ESTIMATE

DATE: 15-Sep-03  
 DEVELOPMENT NAME: Crista Lee Subdivision  
 LOCATION: 2933 B 1/2 Road  
 PRINTED NAME OF PERSON PREPARING: PATRICK M. O'CONNOR

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC Sanitary Sewer Main	LF	1289	\$ 16.00	\$ 20,624.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	LF	864	\$ 10.00	\$ 8,640.00
5	Sanitary Sewer Manhole	EA	7	\$ 1,500.00	\$ 10,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 500.00	\$ 500.00
8	Concrete Encasement	LF	120	\$ 30.00	\$ 3,600.00
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 43,864.00</b>
<b>B. DOMESTIC WATER</b>					
1	8" PVC Water Main	LF	1583	\$ 18.00	\$ 28,494.00
2	" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	9	\$ 550.00	\$ 4,950.00
5	" Gatevalve	EA			\$ -
6	" Gatevalve	EA			\$ -
7	Water Services	LF	778	\$ 9.00	\$ 7,002.00
8	Connect to Existing Water Line	EA	1	\$ 500.00	\$ 500.00
9	Fire Hydrant with Valve	EA	2	\$ 2,350.00	\$ 4,700.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	1	\$ 300.00	\$ 300.00
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 45,946.00</b>

## City of Grand Junction

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C1</b>	<b>STREETS</b>				
1	8" PVC Utility/Irrigation sleeves	LF	95	\$ 15.00	\$ 1,425.00
2	12" PVC Utility/Irrigation sleeves	LF	45	\$ 20.00	\$ 900.00
3	Reconditioning	SY	4896	\$ 1.50	\$ 7,344.00
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (6" Compacted Thickness)	TN	1632	\$ 11.25	\$ 18,360.00
6	Aggregate Base Course (Class 6) ( " Compacted Thickness)	SY			\$ -
7	Hot Bituminous Paving, Grading C (3" thick)	TN	816	\$ 40.00	\$ 32,640.00
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 (6.5' Wide)	LF	2605	\$ 17.50	\$ 45,587.50
16	Concrete Sidewalk ( ' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section ( " Thick)	SY			\$ -
18	Concrete Drainage Pan (6' Wide, 8" Thick)	SF	204	\$ 3.00	\$ 612.00
19	Concrete Corner Fillet	SY			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner	SF	310	\$ 3.00	\$ 930.00
22	Concrete Driveway ( " Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF	0	\$ 18.50	\$ -
25	Street Signs	EA	11	\$ 200.00	\$ 2,200.00
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights	EA	4	\$ 1,200.00	\$ 4,800.00
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, " , PVC	LF			\$ -
					\$ -

9/24/03

## EXHIBIT B

## IMPROVEMENTS COST ESTIMATE

DATE: 15-Sep-03  
 DEVELOPMENT NAME: Crista Lee Subdivision  
 LOCATION: 2933 B 1/2 Road  
 PRINTED NAME OF PERSON PREPARING: PATRICK M. O'CONNOR

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC Sanitary Sewer Main	LF	1289	\$ 16.00	\$ 20,624.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	LF	864	\$ 10.00	\$ 8,640.00
5	Sanitary Sewer Manhole	EA	7	\$ 1,500.00	\$ 10,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 500.00	\$ 500.00
8	Concrete Encasement	LF	120	\$ 30.00	\$ 3,600.00
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 43,864.00</b>
<b>B. DOMESTIC WATER</b>					
1	8" PVC Water Main	LF	1583	\$ 18.00	\$ 28,494.00
2	" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	9	\$ 550.00	\$ 4,950.00
5	" Gatevalve	EA			\$ -
6	" Gatevalve	EA			\$ -
7	Water Services	LF	778	\$ 9.00	\$ 7,002.00
8	Connect to Existing Water Line	EA	1	\$ 500.00	\$ 500.00
9	Fire Hydrant with Valve	EA	2	\$ 2,350.00	\$ 4,700.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	1	\$ 300.00	\$ 300.00
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 45,946.00</b>

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>\$ 114,798.50</b>
<b>D1 EARTHWORK</b>					
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
2	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00
3	Unclassified Excavation	CY	4460	\$ 2.00	\$ 8,920.00
4	Unclassified Embankment	CY	2380	\$ 2.50	\$ 5,950.00
5	Silt Fence	LF	40	\$ 4.00	\$ 160.00
6	Watering (Dust Control)	LS	1	\$ 1,500.00	\$ 1,500.00
<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 (Irrigation)	EA	2	\$ 500.00	\$ 1,000.00
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA	0	\$ 100.00	\$ -
9	Adjust Valvebox	EA	0	\$ 100.00	\$ -
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 STORM DRAINAGE FACILITIES</b>					
	Finish Grading (incl. Channels, Swales, and Ponds)	CY	450	\$ 2.00	\$ 900.00
1		LF	42	\$ 25.00	\$ 1,050.00
2	15" HDPE Storm Drain Pipe	LF	0	\$ 30.00	\$ -
3	18" RCP Storm Drain Pipe	LF			\$ -
4	" Storm Drain Pipe	LF			\$ -
5	" Storm Drain Pipe	LF			\$ -
6	" Storm Drain Pipe	LF			\$ -
7	" Flared End Section	EA			\$ -
8	" Flared End Section	EA	0	\$ 1,200.00	\$ -
9	48" Storm Drain Manhole	EA			\$ -
10	60" Storm Drain Manhole	EA			\$ -
11	72" Storm Drain Manhole	EA			\$ -
12	Manhole with Box Base	EA			\$ -
13	Connection to Existing MH	EA	1	\$ 2,000.00	\$ 2,000.00
14	Single Curb Opening Storm Drain Inlet	EA			\$ -
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA	1	\$ 2,000.00	\$ 2,000.00
17	Detention Area Outlet structure	EA			\$ 200.00
18	Rip-Rap D <sub>50</sub> = 8"	CY	4	\$ 50.00	\$ 200.00
19	Sidewalk Trough Drain	EA	1	\$ 1,000.00	\$ 1,000.00
20	Pump Systems including Electrical	LS	1	\$ 1,000.00	\$ 1,000.00
<b>Subtotal Part D - Grading and Drainage</b>					<b>\$ 29,180.00</b>

## City of Grand Junction

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>E1</b>	<b>IRRIGATION</b>				
					\$ 500.00
1	Connect to Existing Pipe	LS	1	\$ 500.00	\$ 500.00
2	4" PVC Irrigation Pipe	LF	2145	\$ 8.00	\$ 17,160.00
3	6" PVC Irrigation Pipe	LF	480	\$ 10.00	\$ 4,800.00
4	Fittings and Valves	LS	1	\$ 1,000.00	\$ 1,000.00
5	Services	EA	23	\$ 80.00	\$ 1,840.00
6	Pump System and Concrete Vault	LS			\$ -
7	Irrigation Structure	EA	1	\$ 200.00	\$ 200.00
8	Vacuum Relief and/or Air Release Va	EA			\$ -
					\$ -
					\$ -
<b>E2</b>	<b>LANDSCAPING</b>				
					\$ -
1	Design/Architecture	LS			\$ -
2	Earthwork	CY			\$ -
3	Hardscape Features	LS	1	\$ 2,000.00	\$ 2,000.00
4	Plant Material & Planting	LS	1	\$ 1,000.00	\$ 1,000.00
5	Irrigation System	LF			\$ -
6	Curbing	LS			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agrmnt.	LS			\$ -
9	Topsoil	LF	307	\$ 20.00	\$ 6,140.00
10	6' Privacy Fence				\$ -
<b>E</b>	<b>Subtotal Part E - Landscaping and Irrigation</b>				<b>\$ 34,640.00</b>

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>F. Miscellaneous Items</b>					
1	Construction staking/surveying	%	2.00%	\$ 268,428.50	\$ 5,368.57
2	Developer's inspection cost	%	0.50%	\$ 268,428.50	\$ 1,342.14
3	General construction supervsn	%	0.50%	\$ 268,428.50	\$ 1,342.14
4	Quality control testing	%	2.00%	\$ 268,428.50	\$ 5,368.57
5	Construction traffic control	%	0.50%	\$ 268,428.50	\$ 1,342.14
6	City inspection fees	%	0.50%	\$ 268,428.50	\$ 1,342.14
7	As-builts	%	2.00%	\$ 268,428.50	\$ 5,368.57
<b>E</b>	<b>Subtotal Part F - Miscellaneous Items</b>				<b>\$ 21,474.28</b>
% = Percentage of total site construction costs					
<b>G.</b>	<b>COST SUMMARY</b>				
	<b>1 Total Improvement Costs</b>				<b>\$ 289,902.78</b>
	<b>2 City Security (20%)</b>				<b>\$ 57,980.56</b>
	<b>3 Total Guarantee Amount</b>				<b>\$ 347,883.34</b>

NOTES

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

*Alan C. Helmick* 10/22/03

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.

*James C. [Signature]* 12/17/03  
 City Development Engineer Date

*Bob [Signature]* 11/20/03  
 Community Development Date



**DISBURSEMENT AGREEMENT**  
(Improvements Guarantee)

DEVELOPER: Alan C. Helmick  
BANK: Grand Valley Nat'l Bank  
PROPERTY: Crista Lee Subdivision

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 342,883.34.

This Agreement is entered into by and between Alan C. Helmick ("Developer"), Grand Valley Nat'l Bank ("Bank") and the City of Grand Junction, Colorado ("City").

**RECITALS**

Developer has been required by the City to construct certain improvements to Crista Lee Subdivision ("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 \$ 342,883.34, 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 ALAN C. HELMICK (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.

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

**DISBURSEMENT AGREEMENT**  
(page 3 of 4)

Dated this 17<sup>th</sup> day of NOVEMBER, 2003

(BANK) Grand Valley National Bank  
By: [Signature] Sr. VP  
Title 925 N. 7th St  
Grand Junction Co 81501  
Address

(DEVELOPER)  
By: [Signature]  
Title Owner  
721 MAIN ST, SUITE 4  
DELTA, CO 81416  
Address

CITY OF GRAND JUNCTION

By: [Signature] 11/20/03  
Director of Community Development

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Alan C. Helmick Developer, Grand Valley National Bank 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:

Alan C. Helmick [Signature]  
(name) (signature)

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

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

**DEVELOPER'S GENERAL CONTRACTOR:**

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

**DEVELOPER'S PROJECT ENGINEER:**

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

**DEVELOPER'S ARCHITECT:**

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

**CITY ENGINEER:**

Laura C. Lambertz      Laura C. Lambertz  
(name)      (signature)

## DEVELOPMENT IMPROVEMENTS AGREEMENT

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are ALAN C. HELMICK, ("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 CRISTA LEE SUBDIVISION has been reviewed and approved under Community Development file # FP-2003-101 ("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 charging/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 \$ 347,883.34 (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

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 \$ 57,980.56 (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 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: 10/24/03  
Completion Date: 10/24/04

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 \$\_\_\_\_\_ (Line G1, Exhibit B, Total Improvement Costs).

\$ 289,902.78

11a. At the written request of the Developer, the City shall execute a certificate verifying Acceptance of the Improvement and thereupon 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:	<u>ALAN C. HELMICK</u>	Name -Developer/Company
	<u>721 MAIN ST., Suite 4</u>	Address (Street and Mailing)
	<u>DELTA, CO 81416</u>	City, State & Zip Code
	<u>(970) 874-8913</u>	Telephone and Fax Numbers
	<u>(970) 874-3534</u>	
	<u>N/A</u>	E-mail

Cc:

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

Cc:

Community Development Department  
250 North 5<sup>th</sup> 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:

Alan C. Helmick 10/22/03  
Developer Date

ALAN C. HELMICK  
Name (printed)

Corporate Attest:

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

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

Pat Ceil 11/20/03  
Community Development Dept. Date

6/13/2003

## **EXHIBIT "A"**

### **DESCRIPTION OF CRISTA LEE SUBDIVISION**

A tract of land located in the SW 1/4 of the NW 1/4 of Section 29, Township 1 South, Range 1 East, Ute Meridian, County of Mesa, State of Colorado more particularly described as follows:

Beginning at the northwesterly corner of Crista Lee Subdivision, whence the CW 1/16 corner of Section 29, T. 1 S., R. 1 E., U.M., being a Bureau of Land Management Monument, bears N 45°15'56" W, 234.76 feet to the Point of Beginning.

1. Thence S 90°00'00" E, 181.58 feet;
2. Thence N 00°00'12" E, 125.00 feet;
3. Thence S 90°00'00" E, 113.80 feet;
4. Thence S 43°15'05" E, 288.32 feet;
5. Thence S 00°01'21" W, 408.16 feet;
6. Thence S 89°57'02" W, 492.81 feet;
7. Thence N 00°00'12" E, 493.59 feet to the Point of Beginning.

Crista Lee Subdivision, as described above, contains 6.000 acres more or less.

## EXHIBIT B

## IMPROVEMENTS COST ESTIMATE

DATE: 15-Sep-03  
 DEVELOPMENT NAME: Crista Lee Subdivision  
 LOCATION: 2933 B 1/2 Road  
 PRINTED NAME OF PERSON PREPARING: PATRICK M. O'CONNOR

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>A. SANITARY SEWER</b>					
1	8" PVC Sanitary Sewer Main	LF	1289	\$ 16.00	\$ 20,624.00
2	" PVC Sanitary Sewer Main	LF			\$ -
3	" PVC Sanitary Sewer Main	LF			\$ -
4	Sewer services	LF	864	\$ 10.00	\$ 8,640.00
5	Sanitary Sewer Manhole	EA	7	\$ 1,500.00	\$ 10,500.00
6	Sanitary Sewer Drop Manhole	EA			\$ -
7	Connection to Existing Manhole	EA	1	\$ 500.00	\$ 500.00
8	Concrete Encasement	LF	120	\$ 30.00	\$ 3,600.00
<b>Subtotal Part A Sanitary Sewer</b>					<b>\$ 43,864.00</b>
<b>B. DOMESTIC WATER</b>					
1	8" PVC Water Main	LF	1583	\$ 18.00	\$ 28,494.00
2	" PVC Water Main	LF			\$ -
3	" PVC Water Main	LF			\$ -
4	8" Gatevalve	EA	9	\$ 550.00	\$ 4,950.00
5	" Gatevalve	EA			\$ -
6	" Gatevalve	EA			\$ -
7	Water Services	LF	778	\$ 9.00	\$ 7,002.00
8	Connect to Existing Water Line	EA	1	\$ 500.00	\$ 500.00
9	Fire Hydrant with Valve	EA	2	\$ 2,350.00	\$ 4,700.00
10	Utility Adjustments	EA			\$ -
11	Blowoff	EA	1	\$ 300.00	\$ 300.00
<b>Subtotal Part B - Domestic Water</b>					<b>\$ 45,946.00</b>

## City of Grand Junction

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>C1</b>	<b>STREETS</b>				
1	8" PVC Utility/Irrigation sleeves	LF	95	\$ 15.00	\$ 1,425.00
2	12" PVC Utility/Irrigation sleeves	LF	45	\$ 20.00	\$ 900.00
3	Reconditioning	SY	4896	\$ 1.50	\$ 7,344.00
4	Aggregate Base Course (Class 3)	TN			\$ -
5	Aggregate Base Course (Class 6) (6" Compacted Thickness)	TN	1632	\$ 11.25	\$ 18,360.00
6	Aggregate Base Course (Class 6) ( " Compacted Thickness)	SY			\$ -
7	Hot Bituminous Paving, Grading C (3" thick)	TN	816	\$ 40.00	\$ 32,640.00
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 (6.5' Wide)	LF	2605	\$ 17.50	\$ 45,587.50
16	Concrete Sidewalk ( ' Wide)	LF			\$ -
17	Concrete Gutter and Driveway Section ( " Thick)	SY			\$ -
18	Concrete Drainage Pan (6' Wide, 8" Thick)	SF	204	\$ 3.00	\$ 612.00
19	Concrete Corner Fillet	SY			\$ -
20	Concrete Curb Ramp	SY			\$ -
21	Complete Concrete Corner	SF	310	\$ 3.00	\$ 930.00
22	Concrete Driveway ( " Thick)	SY			\$ -
23	Driveway/Concrete Repair	SY			\$ -
24	Retaining Walls	LF	0	\$ 18.50	\$ -
25	Street Signs	EA	11	\$ 200.00	\$ 2,200.00
26	Striping (New, Remove/Replace)	LF			\$ -
27	Street Lights	EA	4	\$ 1,200.00	\$ 4,800.00
28	Signal Construction or Reconstruction	LS			\$ -
29	Flowable Fill	CY			\$ -
30	Sleeves, " PVC	LF			\$ -
					\$ -



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>\$ 114,798.50</b>
<b>D1 EARTHWORK</b>					
1	Mobilization	LS	1	\$ 1,500.00	\$ 1,500.00
2	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00
3	Unclassified Excavation	CY	4460	\$ 2.00	\$ 8,920.00
4	Unclassified Embankment	CY	2380	\$ 2.50	\$ 5,950.00
5	Silt Fence	LF	40	\$ 4.00	\$ 160.00
6	Watering (Dust Control)	LS	1	\$ 1,500.00	\$ 1,500.00
<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 (Irrigation)	EA	2	\$ 500.00	\$ 1,000.00
6	Remove Signs	EA			\$ -
7	Remove Fence	LF			\$ -
8	Adjust Manhole	EA	0	\$ 100.00	\$ -
9	Adjust Valvebox	EA	0	\$ 100.00	\$ -
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 STORM DRAINAGE FACILITIES</b>					
1	Finish Grading (incl. Channels, Swales, and Ponds)	CY	450	\$ 2.00	\$ 900.00
2	15" HDPE Storm Drain Pipe	LF	42	\$ 25.00	\$ 1,050.00
3	18" RCP Storm Drain Pipe	LF	0	\$ 30.00	\$ -
4	" Storm Drain Pipe	LF			\$ -
5	" Storm Drain Pipe	LF			\$ -
6	" Storm Drain Pipe	LF			\$ -
7	" Flared End Section	EA			\$ -
8	" Flared End Section	EA	0	\$ 1,200.00	\$ -
9	48" Storm Drain Manhole	EA			\$ -
10	60" Storm Drain Manhole	EA			\$ -
11	72" Storm Drain Manhole	EA			\$ -
12	Manhole with Box Base	EA			\$ -
13	Connection to Existing MH	EA	1	\$ 2,000.00	\$ 2,000.00
14	Single Curb Opening Storm Drain Inlet	EA			\$ -
15	Double Curb Opening Storm Drain Inlet	EA			\$ -
16	Area Storm Drain Inlet	EA	1	\$ 2,000.00	\$ 2,000.00
17	Detention Area Outlet structure,	EA	4	\$ 50.00	\$ 200.00
18	Rip-Rap D <sub>50</sub> = 8"	CY	4	\$ 50.00	\$ 200.00
19	Sidewalk Trough Drain	EA	1	\$ 1,000.00	\$ 1,000.00
20	Pump Systems including Electrical	LS	1	\$ 1,000.00	\$ 1,000.00
<b>Subtotal Part D - Grading and Drainage</b>					<b>\$ 29,180.00</b>

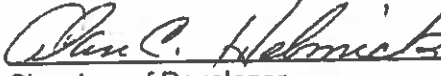
City of Grand Junction

Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>E1</b>	<b>IRRIGATION</b>				
					\$ 500.00
1	Connect to Existing Pipe	LS	1	\$ 500.00	\$ 500.00
2	4" PVC Irrigation Pipe	LF	2145	\$ 8.00	\$ 17,160.00
3	6" PVC Irrigation Pipe	LF	480	\$ 10.00	\$ 4,800.00
4	Fittings and Valves	LS	1	\$ 1,000.00	\$ 1,000.00
5	Services	EA	23	\$ 80.00	\$ 1,840.00
6	Pump System and Concrete Vault	LS			\$ -
7	Irrigation Structure	EA			\$ -
8	Vacuum Relief and/or Air Release Va	EA	1	\$ 200.00	\$ 200.00
<b>E2</b>	<b>LANDSCAPING</b>				
					\$ -
1	Design/Architecture	LS			\$ -
2	Earthwork	CY			\$ -
3	Hardscape Features	LS	1	\$ 2,000.00	\$ 2,000.00
4	Plant Material & Planting	LS	1	\$ 1,000.00	\$ 1,000.00
5	Irrigation System	LF			\$ -
6	Curbing	LS			\$ -
7	Retaining Walls & Structures	LS			\$ -
8	1 Year Maintenance Agrmnt.	LS			\$ -
9	Topsoil	LF	307	\$ 20.00	\$ 6,140.00
10	6' Privacy Fence				\$ -
<b>E</b>	<b>Subtotal Part E - Landscaping and Irrigation</b>				<b>\$ 34,640.00</b>

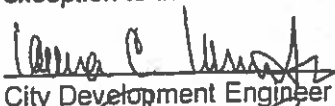
Item #	Item Description	Unit	Quantity	Unit Price	Extended Price
<b>F. Miscellaneous Items</b>					
1	Construction staking/surveying	%	2.00%	\$ 268,428.50	\$ 5,368.57
2	Developer's inspection cost	%	0.50%	\$ 268,428.50	\$ 1,342.14
3	General construction supervsn	%	0.50%	\$ 268,428.50	\$ 1,342.14
4	Quality control testing	%	2.00%	\$ 268,428.50	\$ 5,368.57
5	Construction traffic control	%	0.50%	\$ 268,428.50	\$ 1,342.14
6	City inspection fees	%	0.50%	\$ 268,428.50	\$ 1,342.14
7	As-builts	%	2.00%	\$ 268,428.50	\$ 5,368.57
<b>E Subtotal Part F - Miscellaneous Items</b>					<b>\$ 21,474.28</b>
% = Percentage of total site construction costs <b>G. COST SUMMARY</b>					
1 Total Improvement Costs					\$ 289,902.78
2 City Security (20%)					\$ 57,980.56
3 Total Guarantee Amount					\$ 347,883.34


**NOTES**

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

 10/22/03  
 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.

 12/17/03  
 City Development Engineer Date

 11/20/03  
 Community Development Date

DISBURSEMENT AGREEMENT

(Improvements Guarantee)

DEVELOPER: Alan C. Helmick

BANK: Grand Valley Nat'l Bank

PROPERTY: Crista Lee Subdivision

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 342,883.34.

This Agreement is entered into by and between Alan C. Helmick ("Developer"), Grand Valley Nat'l Bank ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to Crista Lee Subdivision ("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 \$ 342,883.34, 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 ALAN C. HELMICK (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.

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

Dated this 17<sup>th</sup> day of November, 2003

(BANK) Grand Valley National Bank

By: [Signature] Sr. VP

Title 925 N. 7th St  
Grand Junction Co 81501  
Address

(DEVELOPER)

By: [Signature]

Title Owner  
721 MAIN ST, Suite 4  
DELTA, CO 81416  
Address

CITY OF GRAND JUNCTION

By: [Signature] 11/20/03  
Director of Community Development

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Alan C. Helmick Developer, Grand Valley National Bank 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:

ALAN C. HELMICK [Signature]  
(name) (signature)

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

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

**DEVELOPER'S GENERAL CONTRACTOR:**

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

**DEVELOPER'S PROJECT ENGINEER:**

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

**DEVELOPER'S ARCHITECT:**

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

**CITY ENGINEER:**

Laura C. Lambertz      Laura C. Lambertz  
(name) Laura C. Lambertz (signature)



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,

CRISTA LEE SUBDIVISION

Situated in the NE 1/4 SW 1/4 of Section 29

Township 1S, Range 1E,

of the UTE 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 17TH day of NOVEMBER, 2003.

City of Grand Junction,  
Department of Public Works & Utilities

By:   
MARK RELPH  
Director of Public Works and Utilities

2160778 11/20/03 0402PM  
JANICE WARD CLK&REC MESA COUNTY CO  
REC FEE \$10.00 SURCHG \$1.00

Recorded in Mesa County

Date: 11-20-03

Plat Book: 20 Page: 59

Drawer: 00-~~88~~ 87

SUBDIVISION *Crista Lee subdivision*

DATE *11-20-03*

# OF LOTS *21*

RECEPTION# *2160778*

BK/PG *20,59*

ACRES *6 acres*

ZONE *RSF-4*

OWNER *Alan C. Helmick*

LOCATION *2933 B $\frac{1}{2}$ Rd*

SEC/TWP/RNG *29, T1S, R1E*

FILE# *FP-2003-101*

SIF *292.00*

TCP *500.00*



**PUBLIC WORKS  
& UTILITIES**

November 5, 2004

Alan Helmick  
721 Main Street #4  
Delta, CO 81416

RE: FP-2003-101: Crista Lee Subdivision  
Initial Acceptance for Warranty

Dear Mr. Helmick:

A final inspection of the streets and drainage facilities for the referenced project was conducted. Subsequent inspections revealed that these items have been satisfactorily completed.

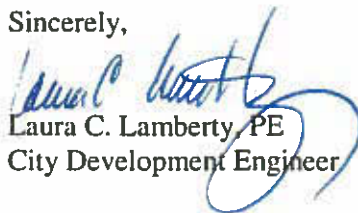
“As Built” record drawings and required test results for the subdivision were received from Vista Engineering. These documents were reviewed and are acceptable.

The streets and drainage improvements 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 substantial completion. This letter defines the date of substantial completion as **November 5, 2004.**

Your warranty obligation, for all materials and workmanship, is for a period of one-year beginning with the date of substantial completion. 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 acceptance by the City. The remainder of the DIA security will be released upon the provision of a (1) Maintenance of Improvements Agreement and the appropriate security and (2) a new Development Improvements Agreement for landscaping per the approved plan.

Thank you for your cooperation in the completion of the work on this project.

Sincerely,

  
Laura C. Lamberty, PE  
City Development Engineer

cc: Pat Cecil  
Doug Cline  
Walt Hoyt

David Bain  
Community Development File #FP-2003-101  
Jody Kliska



# Parks and Recreation Department

City of Grand Junction

1340 Gunnison Avenue

Grand Junction CO 81501

(970) 244-FUNN - FAX (970) 242-1637

FILE NO. FP-2003-101

PROPOSAL: Crista Lee Sub

LOCATION: 2933 B 1/2 Rd

ENGINEER/REPRESENTATIVE: \_\_\_\_\_

PETITIONER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FEE CALCULATION:

**ACCOUNT NUMBER - 105-792-47510-40-00000**

21 UNITS AT \$ 225. /UNIT = \$ 4 725.00

APPRAISED VALUE AT 10 % = \$ 12 000.00

AMOUNT PAID \$ \_\_\_\_\_ DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

\$ 2.00

**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

Date: 1/6/2003

**Mill Tailings Report for**

**Address:** 02919 B 1/2 RD  
2943-293-00-130  
Orchard Mesa, Mesa County, Colorado

Location No.: 44216

**Requested By:** NAU MICHELLE  
METRO BROKERS

**ORIGINAL SURVEY/SCREENING INFORMATION**

7/1/1987 Date of survey (or screening form date)

Occupant:

Owner: LARSON R R

Tailings Use Unknown

Comment:

**Uranium Mill Tailings Remedial Action Program (UMTRAP)**

2/9/1989 Date Excluded from the Program. For further information regarding the exclusion,  
contact John Elmer at Mactec-ers at 248-6356

**OAK RIDGE NATIONAL LABORATORY**

OPERATED BY MARTIN MARIETTA ENERGY SYSTEMS, INC.

GRAND JUNCTION OFFICE  
P.O. BOX 2587  
GRAND JUNCTION, COLORADO 81502

JAN 30 1989

Location Number: GJ44216  
 Location Address: 2919 B-1/2 Road  
Grand Junction, CO 81503  
 Date of Issue: January 1989  
 Survey Date: December 27, 1988

ISC CONDENSED EXCLUSION REPORT  
 ORNL Health and Safety Research Division  
 Work performed as part of the Radiological Activities Program

This radiological survey was conducted using methods as defined in the Vicinity Properties Management and Implementation Manual, UMTRA-DOE/AL-050601 (March 1988) and the PAG/UMTRA Project Procedures Manual (April 1987). This property is recommended for exclusion from further consideration by the UMTRA project based on: 1) Outdoor gamma is less than background plus the acceptable difference or 20% averaged over 100 m<sup>2</sup>, and 2) Indoor gamma is less than the acceptable difference or 20% above background in all rooms.

Supporting graphics, views and data are as follows:

## -Owner Information-

Owner Name(s): Rochelle Larson  
 Owner Address: 2919 B-1/2 Road  
Grand Junction, Colorado 81503

## -Outdoor Screening Data-

Exposure Rate Range(s) 10-14  $\mu$ R/h  
 Background Exposure Rate + 20% 14  $\mu$ R/h  
 High Outdoor Gamma (HOG): 14  $\mu$ R/h  
 Point Source(\*): None

## -Indoor Screening Data-

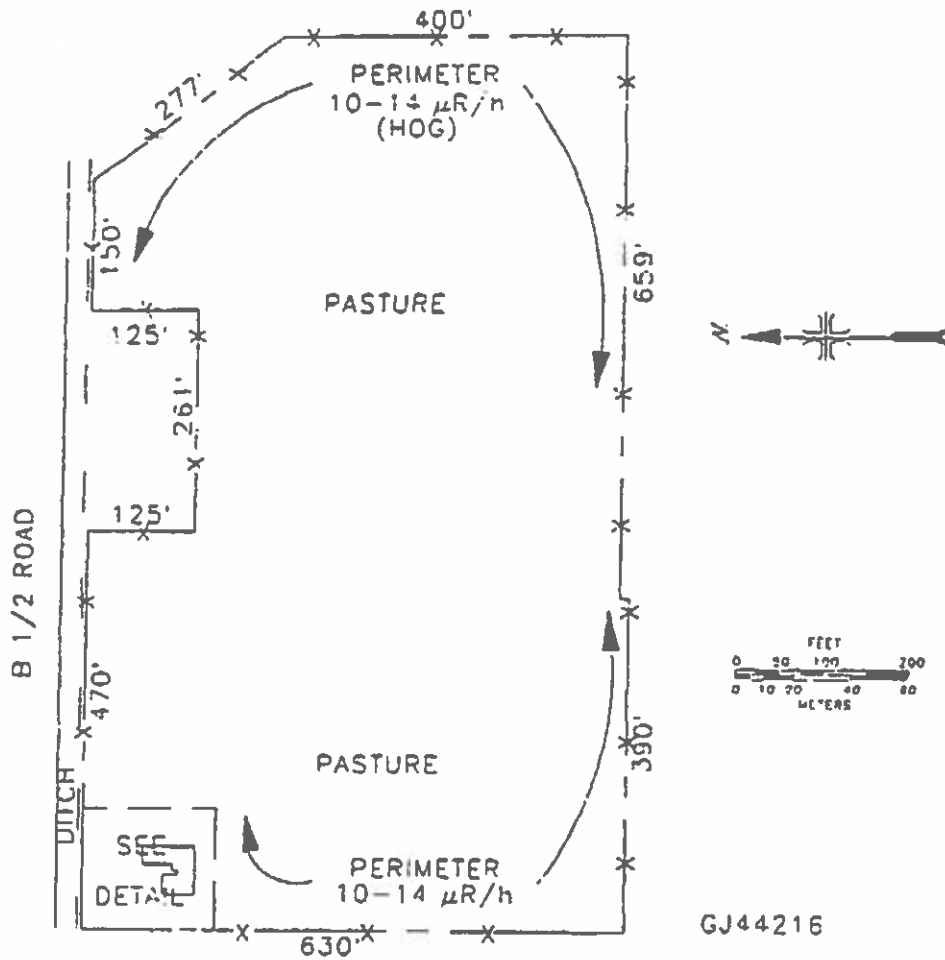
Exposure Rate Range(s) 10-14  $\mu$ R/h  
 Background Exposure Rate + 20% 14  $\mu$ R/h  
 High Indoor Gamma (HIG): 14  $\mu$ R/h  
 Point Source(\*): None

Soil Sample Number	Sample Depth (cm)	<sup>226</sup> Ra Concentration (pCi/g)	Sample Area m <sup>2</sup>	Net Estimated Area-weighted (pCi/g)
No soils taken				

Comments:

W. J. K. H. Wolf  
 Inclusion Survey Contractor

P. E. Brown  
 DOE Evaluator



2919 B 1/2 ROAD

SHEET 1 OF 2

Figure 1. Location GJ44216, 2919 B-1/2 Road, Grand Junction, Colorado (sheet 1 of 2).

2/10/88

JAA



**Department of Energy**  
Post Office Box 2567  
Grand Junction, Colorado 81502-2567

DATE: FEB 9 1989


TO: Official Location Folder

SUBJECT: EXCLUSION OF VICINITY PROPERTY FROM THE URANIUM MILL TAILINGS  
REMEDIAL ACTION PROGRAM

LOCATION NO: GJ-44216

ADDRESS: 2919 B-1/2 Road  
Grand Junction, CO

In accordance with provisions of the Uranium Mill Tailings Radiation Control Act of 1978 (PL 95-604), the subject property has been evaluated against the Environmental Protection Agency Standards for Remedial Action at Inactive Uranium Processing Sites (40 CFR Part 192). This evaluation was accomplished by Oak Ridge National Laboratory, the DOE Inclusion Survey Contractor. DOE has reviewed these evaluation results and has determined that residual radioactive materials in excess of the EPA standards are not present on the property. Thus, in accord with Section 102(e)(2) of the above-referenced Act, the subject property is hereby excluded from the Uranium Mill Tailings Remedial Action Project by the Department of Energy.

  
R. Eldon Gray  
Project Engineer

Enclosure  
Property Data

cc: State Representative



**COMMITMENT FOR TITLE INSURANCE**

**SECURITY UNION TITLE INSURANCE COMPANY**

a California 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 hereof.

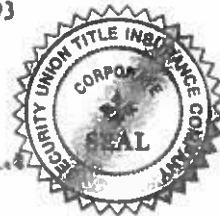
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever occurs first, provided that the failure to issue such policy or policies is not the fault of the Company.

Issued by:  
KIMBERLY HAN LAND TITLE E. LLC  
2424 Patterson, Suite 100  
Grand Junction, CO 81505  
Phone (970) 245-0550 Fax (970) 241-1593



Authorized Signature



**SECURITY UNION TITLE INSURANCE COMPANY**

By



President

ATTEST



Secretary

## STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, 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) water rights, claims or title to water; (6) taxes or special assessments which are not shown as existing liens by the public records.

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The language contained in the printed Exclusions from Coverage and Conditions and Stipulations of the policy committed for may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

**FILE NUMBER:** 63096

**1. Effective date:** March 24, 2003 at 8:00 AM

<b>2. Policy or Policies to be issued:</b>	<b>Amount of Insurance</b>
<b>A. ALTA Owner's Policy</b>	\$0.00
<b>Proposed Insured:</b>	
TO BE DETERMINED	
<b>B. ALTA Loan Policy</b>	\$0.00
<b>Proposed Insured:</b>	
NONE	
<b>C. Not Applicable</b>	\$0.00
<b>Proposed Insured:</b>	
NONE	

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

Fee Simple

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

ALAN C. HELMICK

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

A parcel of land situated in the N½ of the SW¼ of Section 29, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, a portion thereof being recorded in Book 1672 at Page 812 of the records of the County Clerk and Recorder being more particularly described as follows: Commencing at the found Mesa County Survey Monuments for the CW1/16 corner of said Section 29, the Basis of Bearing being S90°00'00"E along the North line of said SW¼ a distance of 87.00 feet, thence S00°00'12"W 165.00 feet, thence S90°00'00"E 79.87 feet to the Point of Beginning, thence S90°00'00"E 181.58 feet, thence N00°00'12"E 125.00 feet, thence S90°00'00"E 113.80 feet to a point on the northeasterly bank of the Mesa Mutual Canal, thence S43°15'05"E 288.32 feet along said northeasterly bank, thence S00°01'21"W 408.16 feet along the easterly bank of said canal to a point on the North line of Loma Linda Subdivision First Additiion, thence S89°57'02"W 492.81 feet along said subdivision, thence N00°00'12"E 493.59 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - Section 1**  
**Requirements**

**FILE NUMBER:** 63096

**The following are the requirements to be complied with:**

**A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**B. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:**

1. Deed executed by Alan C. Helmick to a purchaser to be determined. NOTE: This Commitment is subject to further requirements and exceptions which may be necessary upon the disclosure of the name of the purchaser.

NOTE: Colorado Law requires that a Real Property Transfer Declaration accompany document conveying title to real property when such documents are presented for recording. Failure to provide such Declaration may result in monetary penalties being added to property taxes.

- \* 2. Release of Deed of Trust executed by Alan C. Helmick, to the Public Trustee of Mesa County in favor of Community First National Bank, to secure \$80,000.00 and any other obligations secured thereby, dated May 10, 2002, and recorded May 21, 2002 in Book 3083 at Page 167, re-recorded July 11, 2002 in Book 3111 at Page 797.
- \* 3. Release of Deed of Trust executed by Alan C. Helmick, to the Public Trustee of Mesa County, in favor of G.W. Klapwyk and Norma M. Klapwyk, to secure \$80,000.00 and any other obligations secured thereby, dated September 30, 2002, and recorded October 16, 2002 in Book 3178 at Page 982.
- \* 4. NOTE: The parties hereto are hereby notified of the possibility of special assessments levied pursuant to Notice, re: Assessment of Special Tap Fees recorded February 5, 1999 in Book 2548 at Page 606, and as amended, recorded May 10, 1999 in Book 2585 at Page 7, and shown in Schedule B, Section 2 herein as Exception No. 10.

\* Item(s) may require special attention.

**C. Payment of all taxes, charges, assessments, levied and assessed against the subject premises which are due and payable.**

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - Section 2**  
**Exceptions**

**FILE NUMBER:** 63096

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:

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

**B. General Exceptions:**

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

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

**C. Special Exceptions:**

7. Any and all unpaid taxes, assessments and unredeemed tax sales, if any.
8. The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises as reserved in United States Patent recorded June 20, 1894 in Book 11 at Page 453.
9. Right of way for the operation and maintenance of the Mesa Mutual Canal along the Northeasterly boundary of the subject property.
10. Terms, conditions and provisions of Notice, re: Assessment of Special Tap Fees, recorded February 5, 1999 in Book 2548 at Page 606, and as amended, recorded May 10, 1999 in Book 2585 at Page 7.

# MERIDIAN LAND TITLE, LLC

## DISCLOSURE STATEMENT

Note: pursuant to CRS 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent.
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 3-5-1, paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Meridian Land Title, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically be deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium; fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal That energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

This notice applies to owner's policy commitments containing a mineral severance instrument exception or exceptions, in Schedule B, Section 2.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

# JOINT NOTICE OF PRIVACY POLICY

## Fidelity National Financial Group of Companies/Security Union Title Insurance Company and Meridian Land Title, LLC

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

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

- ❖ From applications or other forms we receive from you or your authorized representative;
- ❖ From your transactions with, or from the services being performed by us, our affiliates, or others;
- ❖ From our internet web sites;
- ❖ From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- ❖ From consumer or other reporting agencies.

### Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- ❖ To agents, brokers or representatives to provide you with services you have requested;
- ❖ To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- ❖ To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### Right to Access your Personal Information and Ability to Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover costs incurred in responding to such requests.

All requests submitted to the Fidelity National Financial Group of Companies/Security Union Title Insurance Company shall be in writing, and delivered to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

### Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

2/3

### WARRANTY DEED

Grantors(s):  
Brenda K. Trout

2057477 05/21/02 0324PM  
MONIKA TODD CLK&REC MESA COUNTY CO  
REC FEE \$5.00  
DOCUMENTARY FEE \$12.00

whose address is vacant land, Grand Junction, Colorado 81503

\*County of Mesa, and State of

Colorado, for the consideration of  
ONE HUNDRED TWENTY THOUSAND AND NO/100-----  
----- dollars, in hand paid, hereby sell(s)

and convey(s) to:

Alan C. Helmick

whose address is 704 NuVue, Delta, Colorado 81416

\*County of Delta, and State of Colorado, the following real

property, in the \*County of Mesa, and State of Colorado, to wit:

TAX SCHEDULE NUMBER: 2943-293-00-141

A parcel of land situated in the N½ of the SW¼ of Section 29, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, a portion thereof being recorded in Book 1672 at Page 812 of the records of the County Clerk and Recorder being more particularly described as follows: Commencing at the found Mesa County Survey Monuments for the SW1/16 corner of said Section 29, the Basis of Bearing being S90°00'00"E along the North line of said SW¼ a distance of 87.00 feet, thence S00°00'12"W 165.00 feet, thence S90°00'00"E 79.87 feet to the Point of Beginning, thence S90°00'00"E 181.58 feet, thence N00°00'12"E 125.00 feet, thence S90°00'00"E 113.80 feet to a point on the northeasterly bank of the Mesa Mutual Canal, thence S43°15'05"E 288.32 feet along said northeasterly bank, thence S00°01'21"W 408.16 feet along the easterly bank of said canal to a point on the North line of Loma Linda Subdivision First Addition, thence S89°57'02"W 492.81 feet along said subdivision, thence N00°00'12"E 493.59 feet to the Point of Beginning, Mesa County, Colorado.

\*Together with any and all water, water rights, ditches and ditch rights appertaining thereto and used in connection therewith.

R / 2.00

Meridian Land Title, LLC 55738





**COMMITMENT TRANSMITTAL**

11/17/2003

Re: Our File Number: 63096 AMENDED II  
Your File: HELMICK

SU

We are transmitting herewith, in connection with the above captioned file, the items marked below:

- Commitment for Title Insurance
- Amended Commitment for Title Insurance *Amended items include the following:*
- Copies of items listed as Exceptions on above Commitment for Title Insurance
- Certificate of Taxes Due  Certificate of Taxes Due will follow
- Lien Affidavit
- Other:

Copies are being sent to:

( 2 ) GRAND VALLEY NATIONAL BANK-FRUITA ATTN: John Stevenson FAX: (970) 858-0546

Please direct any title inquiries to: LARRY VENT

Please direct any closing inquiries to:

**INVOICE:**

		<u>DESCRIPTION</u>	<u>AMOUNT</u>
Owner's Policy Amount:	\$0.00	Loan Policy - Construction Loan	\$527.00
Loan Policy Amount:	\$347,883.34	Tax certificate	\$15.00
Additional Policy Amount:	\$0.00		
		<b>TOTAL AMOUNT DUE:</b>	<b>\$542.00</b>

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

*Thank you for your order, and for giving us the opportunity to serve you!  
We appreciate your business and the confidence you have placed in us.*

**COMMITMENT FOR TITLE INSURANCE**

**SECURITY UNION TITLE INSURANCE COMPANY**

a California 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 hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever occurs first, provided that the failure to issue such policy or policies is not the fault of the Company.

Issued by  
**MERIDIAN LAND TITLE, LLC**  
2454 Patterson, Suite 100  
Grand Junction, CO 81505  
Phone (970) 245-0550 Fax (970) 241-159

*[Handwritten Signature]*

Authorized Signature



**SECURITY UNION TITLE INSURANCE COMPANY**

By: *[Handwritten Signature]*  
President

ATTEST  
*[Handwritten Signature]*  
Secretary

## STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, 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) water rights, claims or title to water; (6) taxes or special assessments which are not shown as existing liens by the public records.

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The language contained in the printed Exclusions from Coverage and Conditions and Stipulations of the policy committed for may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment.

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

**FILE NUMBER:** 63096      **AMENDED II**

**1. Effective date:** November 04, 2003 at 8:00 AM

<b>2. Policy or Policies to be issued:</b>	<b>Amount of Insurance</b>
<b>A. ALTA Owner's Policy</b> <b>Proposed Insured:</b> NONE	\$0.00
<b>B. ALTA Loan Policy</b> <b>Proposed Insured:</b> GRAND VALLEY NATIONAL BANK its successors and/or assigns	\$347,883.34
<b>C. Not Applicable</b> <b>Proposed Insured:</b> NONE	\$0.00

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

Fee Simple

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

ALAN C. HELMICK

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

A parcel of land situated in the N½ of the SW¼ of Section 29, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, a portion thereof being recorded in Book 1672 at Page 812 of the records of the County Clerk and Recorder being more particularly described as follows: Commencing at the found Mesa County Survey Monuments for the CW1/16 corner of said Section 29, the Basis of Bearing being S90°00'00"E along the North line of said SW¼ a distance of 87.00 feet, thence S00°00'12"W 165.00 feet, thence S90°00'00"E 79.87 feet to the Point of Beginning, thence S90°00'00"E 181.58 feet, thence N00°00'12"E 125.00 feet, thence S90°00'00"E 113.80 feet to a point on the northeasterly bank of the Mesa Mutual Canal, thence S43°15'05"E 288.32 feet along said northeasterly bank, thence S00°01'21"W 408.16 feet along the easterly bank of said canal to a point on the North line of Loma Linda Subdivision First Addtiion, thence S89°57'02"W 492.81 feet along said subdivision, thence N00°00'12"E 493.59 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - Section 1**  
**Requirements**

**FILE NUMBER: 63096      AMENDED II**

**The following are the requirements to be complied with:**

**A. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**B. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:**

- 1 . Deed of Trust sufficient to mortgage the fee simple estate or interest in the land described herein, to the proposed insured, Schedule A, Item 2(B).
- \* 2 . Release of Deed of Trust executed by Alan C. Helmick, to the Public Trustee of Mesa County, in favor of G.W. Klapwyk and Norma M. Klapwyk, to secure \$80,000.00 and any other obligations secured thereby, dated September 30, 2002, and recorded October 16, 2002 in Book 3178 at Page 982.
- \* 3 . NOTE: The parties hereto are hereby notified of the possibility of special assessments levied pursuant to Notice, re: Assessment of Special Tap Fees recorded February 5, 1999 in Book 2548 at Page 606, and as amended, recorded May 10, 1999 in Book 2585 at Page 7, and shown in Schedule B, Section 2 herein as Exception No. 10.

\* Item(s) may require special attention.

**C. Payment of all taxes, charges, assessments, levied and assessed against the subject premises which are due and payable.**

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - Section 2**  
**Exceptions**

**FILE NUMBER: 63096      AMENDED II**

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:

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

**B. General Exceptions:**

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

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

**C. Special Exceptions:**

7. Any and all unpaid taxes, assessments and unredeemed tax sales, if any.
8. The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to intersect said premises as reserved in United States Patent recorded June 20, 1894 in Book 11 at Page 453.
9. Right of way for the operation and maintenance of the Mesa Mutual Canal along the Northeasterly boundary of the subject property.
10. Terms, conditions and provisions of Notice, re: Assessment of Special Tap Fees, recorded February 5, 1999 in Book 2548 at Page 606, and as amended, recorded May 10, 1999 in Book 2585 at Page 7.

### ***Declaration of Covenants, conditions and Restrictions of Crista Lee Subdivision***

THIS DECLARATION, made on the date here and after set forth by Alan C. Helmick her after referred to as "Declarant." WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as, see attached Exhibit AA" by this reference incorporated herein. NOW, THEREFORE, Declarant hereby declared that all the properties described, sold and conveyed subject to the following Easements, Restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of, and which shall run with the personal property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each party thereof.

THEREOF, Declarant Declares, that the property and every portion of it, is and shall be held, sold, and conveyed subject to the Covenant, conditions, Restrictions, and agreements contained in this Declaration, which:

"A" Are for the purpose of protecting the value and the desirability of the property;

"B" Shall run with, and be a pertinent to, all of the property except as expressly stated otherwise and,

"C" Shall be binding upon, and insure to the value to the benefit of all persons or entities now owning or subsequently acquiring any right, title or interest in all or any part of property, together with each of their heirs, personal representatives, successors in interest and assigns.

All of the provisions of this Declaration are in furtherance of a general plan for the benefit of all of the property and it's improvements and for the benefit of each present and subsequent owner of the property. All of the provisions of this Declaration shall be deemed to run with the land as Covenants running with the land or as equitable servatutes, as the case may be obtained.

"D" these Covenants shall be binding upon all parties and all persons claiming under then for a period of twenty years from a date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote reflected by signed documents dually recorded by the majority of the land owners, it is agreed to change that covenant in all of part.

#### **Article I.**

##### **DEFINITIONS**

Section 1. "Association" shall mean and refer to Crista Lee Homeowners Association.

Section 2. "Owner" ("Owner's") shall mean and refer to the record owner, whether one or more person's or entities of a fee simple title to any lot, which is a part of the subdivision, including contract sellers, excluding those having such interest merely as security for the performance of, an obligation. Multiple person's or entities holding title to a single lot shall together constitute a single owner.

Section 3. "Subdivision" means Crista Lee Subdivision in Mesa County, Colorado, according to the recorded plat of that Subdivision, as that plat may be amended from time to time.

Section 4. "Common Use Area" can mean and refer to the Orchard Mesa Irrigation held by the Declarant for the use of the Association, and any other water or water rights, ditch or ditch rights or

easements acquired by the Association, together with any facilities, improvements, easements, or other real or personal properties related to related to, associated with, or used in connection with any of them, "including, for example, irrigation pumps, valves, siphons, filters, and pipeline."

Section 5. "Lot" ("Lot's") shall mean and refer to each residential lot shown upon the recorded plat of the subdivision, as the plat may be amended from time to time, excluding areas designated as common area on the plat.

Section 6. "Natural Landscaping" shall mean and refer to landscaping that fits the natural green valley surrounding a lot.

Section 7. "Living space" shall be deemed to include any floor on a split-level residence, which is less than four feet below the grade of the structure, or any space under roof with the exception of garage area, storage area and basement. Basement is determined by any area which is more than four feet below the grade of the surface of the exterior of the building, this area shall be considered Basement Area and the square footage thereof shall not be counted in determining the compliance with the foregoing restrictions.

Section 8. "Architectural Control Committee" ("ACC")

Section 9. "Tree" shall mean any tree that the trunk measures 12" of diameter 6' above the ground.

## Article II.

### PROPERTY RIGHTS

Section 1. **Irrigation Water Delivery System.** Every owner shall access and use the Irrigation Water Delivery System located in the utility and irrigation easement located along the boundary of each lot.

"A" The association shall have the right to charge reasonable fees for the use and maintenance of the Irrigation Water Delivery System; and the right of the association to promulgate rules, regulations and schedules related to the use of the Irrigation Water System, and,

"B" The association shall have the right to suspend the voting rights and right to use of the Irrigation Water Delivery System by an owner for any period during which any access against his lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations as determined by the Board of Directors.

Section 2. **Delegation of Use.** Any owner may delegate, in accordance with the bylaws, his right of use to the member of his family his tenants, or contract purchasers who reside on the property.

Section 3. **Ownership of Irrigation Equipment.** The association shall own and be responsible for the maintenance of the Irrigation Water Lines and associated equipment and fixture. The owners shall only be responsible for the maintenance of all irrigation lines, pumps and sprinklers located within the boundaries of the owners lot that have been installed for that lot's sole use.

Section 4. **Open Space.** The association shall own and maintain all common areas and open space areas as designated on the plat or incorporated into the design of Country Meadows including the pedestrian pathways, entrance monuments, landscaping and common landscape easement areas such as the 10' of area behind the east in Subdivision.

## Article III

### MEMBERSHIP AND VOTING RIGHTS



Section 1. Every owner of a lot, which is subject to access, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to access.

Section 2. The association shall have one class of voting membership, and be all owners of lots within Crista lee Subdivision shall be entitled to one to one vote per each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such shall be exercised as they determine, but in no eveny shall more than one vote be cast with respect to any lot.

#### Article IV.

#### COVENANT FOR MAINTENANCE ASSESSMENTS.

SECTION 1. **Creation of The Lien of Personal obligation of Assessments.** The Declarant for each lot owned within the property, hereby covenants and each owner of any lot by acceptance of 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 assessment or charges, and "2. Special assessments for capitol improvement, such assessments to be established and collected as here and after provided. The annual special assessments, together with interest, cost and reasonable attorneys fees, shall be charged on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest cost and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless it is expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the association, shall be to maintain an irrigation water delivery system to the properties and to perform the maintenance responsibilities set forth in Article II above along with any other maintenance responsibilities deemed necessary by the Board.

Section 3. **Maximum Annual Assessment.** Until January St. of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessments shall be \$100 per lot

"A" From and after January St. of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessment may be increased each year not more than twenty-five percent above the maximum assessment for the previous year without a vote of the membership.

"B" From and after January 1<sup>st</sup>. of the year immediately following the conveyance of ninety percent of the lots to non- Declarant owners the maximum annual assessments may be increased above twenty-five percent by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting dually called for this purpose.

"C" The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. **Special Assessments for Capitol Improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in all or in part, the cost of any reconstruction, repair of or replacement of the Irrigation Water Delivery System, including fixtures and personal property related there to, or for the additional construction or maintenance of pedestrian pathways or facilities constructed within the open space for the use of all owners, provided that any such assessment shall have the consent of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting dually called for this purpose.

**Section 5. Notice in Quorum for any Action Authorized under Section 3 and 4.** Written notice of any meeting called for the purposes of taking any action authorized under Section 3. Or 4. shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Quorum at the subsequent meeting shall be one half (1/2) of the preceding meeting. No such subsequent meeting shall be held more than sixty days.

**Section 6. Uninformative Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots that are owned by a non- Declarant member and assessments shall be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Date.** The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to a non-Declarant owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of Annual Assessments against each lot at least thirty days in advance of each Annual Assessment Period. Written notice of Annual Assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association as to the status of assessments on a lot and this will be binding upon the association as of its issuance.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments not paid within thirty days after the due date shall bear interest from the date at the rate of eighteen percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Irrigation Water Delivery System or abandonment of his lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **Article V.**

#### **LAND USE RESTRICTIONS**

**Section 1. Land Use and Building Type.** No lot should be used except for residential purposes. No building should be erected, or otherwise altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage with not less than two cars, swimming pool, and other small outbuildings directly related to residential use. The erection of more than one dwelling per lot or the new subdivision of lots into smaller units is prohibited.

**Section 2. Prefabricated Structures.** All dwellings, garages and outbuildings constructed upon the land covered by these covenants shall be of top quality design, construction, workmanship and material; in particular, no structure will be of the types known as "prebuilt, precut, modular, manufactured, or mobile homes," regardless of it's quality as determined by other standards, also all dwellings shall have at least eighteen hundred square feet under roof.

**Section 3. Architectural Control.** All residential design and construction is subject to the approval of the Architectural Control Committee established in these articles. Careful attention shall be given to the esthetic and functional consideration of any design submitted in order to enhance family type lifestyle of the subdivision without limitation, Architectural Control Committee shall consider the following:

"A" The overall nature or character of the appearance of the structure, including orientation with regard to view and pricing, and quality of exterior materials, must be consistent with the requirements for construction in this subdivision.

"B" Minimal grading of dwelling sites to preserve natural terrain and foliage is preferred.

"C" The use of earth tone colors will be encouraged, and bright colors discouraged, especially where an owner seeks to change or alter the existing color of the structure.

"D" Patio structures will be designed such that they will blend into and compliment the pertinent structure; a aluminum or plastic patio roof structures are prohibited.

"E" The Architectural Control Committee will approve only residential construction which meets the following standards: (1.) A full set of plans and specifications must be submitted (2.) siding, stucco, masonry, roofing, gutters and trim must be colors approved by the Architectural Control Committee. (3.) The Architectural Control Committee will designate the location for a newspaper and other non-mail receptacles.

"F" Architectural Control Committee shall encourage stucco, stone, or rock exteriors. Final approval of plans shall be at the total discretion of Architectural Control Committee.

**Section 4. Dwelling Size and Quality.** No dwelling shall be permitted on any lot if the ground floor area of the main structure exclusive of open porches is less than seventeen hundred square feet, by outside measurements; provided, however, that the Architectural Control Committee may permit the following exceptions.

"A" If the residence has second story the ground floor area of the main structure exclusive of open porches shall not be less than thirteen hundred square feet, by outside measurement, with a total square footage on the first and second of no less that seventeen hundred square feet, by outside measurement.

**Section 5. New Construction.** All construction within the subdivision shall be new construction, no previously erected building or other improvement shall be moved onto or set upon any lot of any other location.

**Section 6. Building Location.** The Architectural Control Committee must approve the sighting of any building upon a lot before any excavation begins. No building shall be located on any lot near the front line or near the side street line, than the minimum building setback line that is required by applicable codes, ordinances or conditions of approval by Crista Lee Subdivision and ACC. Moreover, no residences or outbuildings shall be located nearer to the front lot line, rear lot line, or interior lot line, than permitted by applicable codes or ordinances. Eaves, steps that over porches, without roofs, shall not be considered a part of the building: provided however, that this provision shall not be constructed to permit any portion of the building on a lot to encroach onto another lot.

**Section 7. Driveways.** Driveways shall be composed of concrete unless otherwise approved by the ACC.

**Section 8. Parking.** All automobiles, trailers, boats, snowmobiles, recreational vehicles and other motorized vehicles, which are not kept in the garage, must be parked in the side yard of the residence. Any such vehicles may only be parked in the street or driveway temporarily while loading or unloading. On street parking is prohibited. No more than five vehicles may be parked outside a residence for a period of more than three days at any time. A natural wood fence, landscaping or

other method approved by the ACC, must screen all recreational vehicles, boats, trailers and similar vehicles, if parked in the side yard or rear yard of a residence on a regular basis.

**Section 9. Building Plans and Materials.** All plans, specifications, color selections, and samples of exterior siding and/ or masonry materials along with roof materials samples, for any building, addition or improvement must be submitted to the ACC for review and approval before the selection Color Selections should be chosen that will blend into the surrounding landscape and terrain. Bright or highly visible colors will be discouraged while natural colors will be encouraged.

**Section 10. Landscaping.** All front yard landscaping and any other landscaping that is visible from any street within the project shall be a type which compliments the residential character of the subdivision, and which is acceptable to the ACC. The landscaping plan must be submitted to the ACC. thirty days before landscaping is to be installed which ever would come first.

**Section 12. Nuisance.** No obnoxious or offensive activities shall be carried on upon any lot, nor shall any activity be permitted which becomes an annoyance or nuisance to the neighborhood. No lot may be used for commercial purposes, except for home occupations. "Home Occupation" as used in this declaration means an occupation by the resident conducted totally not entail the employment of third persons on the premises, this does not include the delivery of goods or services to customers upon the lot. Any other commercial use shall be considered a nuisance within the meaning of this declaration.

**Section 13. Temporary Structures.** No structure temporary in character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, with the exception of a trailer for security purposes during development, construction.

**Section 14. Signs.** No sign of any kind shall displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent and the signs used by the Declarant, building contractor or lender for advertising during construction and sales of the lots in the subdivision. Signs used by the building contractors or lenders are limited in size to the fifty-four square feet. Signs used by the Declarant are not nor shall they be restricted by the Home Owners Association or the ACC.

**Section 15. Animals.** No animals can be kept in the subdivision which is a nuisance to other owners in the neighborhood or which run at large and endanger residents in the subdivision. All animals shall be maintained on the owner's property, or on a leash. At the request of any owner, the Board of Directors of the Association shall determine whether a particular animal shall be considered a nuisance or whether the number of any such animals on any lot is a nuisance. Habitually barking and/or vicious dogs are prohibited at the sole discretion of the association. Under no circumstances shall the commercial use of pets be allowed on any lot within the Crista Lee Subdivision.

**Section 16. Variance.** The ACC may grant a reasonable variance or adjustment to these conditions and restrictions in order to overcome practical difficulties and permit unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to their property or improvements in the neighborhood and shall not defeat the general intent in purpose of these restrictions.

**Section 17. Utilities and Easements.** Underground electrical, natural gas, telephone/cable television, and irrigation shall be available to all lots and tracts in Country Meadows filing One. The utility companies furnishing these services shall have easements shown on the recorded file. No permanent structure shall be erected on any said easements neither shall the Declarant, the utility company nor any entity using these easement be held liable for any damage done by either of them

or their assigns agents or employees to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements. No overhead services shall be allowed to service any lot within this subdivision.

**Section 18. Limitation on Parking and Storage.** No boats, trailer, buses, recreational vehicles, inoperative private automobiles, or inoperative vehicles of any kind, camper rig off trucks, or stored permanently or semi-permanently on any public street, right of way or driveway. Permanent or Semi-Permanent storage for such vehicles or items must be screened from public view, either in a garage or dwelling unit. Semi-permanent storage is hereby defined to be location of one place of a period of seventy-two hours or longer. All screens for above named items must be approved in advance by the ACC.

**Section 19. Fences, Planters and Hedges.** No wall, fence, planter or hedge in excess of three feet above ground level shall be allowed within the front yard setback. Front yard setbacks will be defined according to the county ordinances for front setbacks in the R-2 Zone. Open type fencing such as split rail or similar type will be required for any front yard fencing within the front yard setback areas, in any case no fence will be allowed to be taller than six feet on any lot within the subdivision without the express permission of the ACC. In addition all fences must be approved by the ACC before construction.

**Section 20. Site Lines on Corner Lots.** No object or thing shall be placed or planted on corner lots which unnecessarily obstruct site lines at elevators between two feet and six feet above the top of the street curb within a triangular area formed by the junction of the street and the curb lines and the line connecting them at a point twenty-five feet from the junction of such streets, curb line, or extension thereof.

**Section 21. Restrictions on Storage Areas.** Clotheslines, equipment, garbage cans, services yards, brick piles or storage areas shall be adequately screened by planting or construction to conceal the same from view of neighboring lots and streets.

**Section 22. Landscaping Time Limit Requirements.** Any lots where a building permit has been issued for construction upon that lot shall submit a landscaping plan to the ACC within one hundred and eighty days of building permit issuance. Said landscaping shall be completed and ready for a walk through inspection by the ACC within one year of building permit issuance. This clause shall apply only to those areas of landscaping that are in the front and side yards that are visible from the streets. In the event that weather will not permit the planting of plants, shrubs, and grass within the time frames stated above the ACC shall grant an extension that will allow thirty days after the planting season begins in the spring following the issuance of the building permit.

**Section 23. Restrictions relating to Drainage.** Nothing shall be done or permitted by an owner or occupant which would block, divert or channelize the natural flow of drainage water across any lot or tract from adjacent lots or tracts as established by the original subdivision grading without specific approval from the ACC.

**Section 24. Antennas and Similar Devices.** No antenna, satellite dish, or similar devices for radio, television or any other electronic transmission reception shall be placed upon or around the exterior of any property within said subdivision, unless it is specifically approved by the ACC under which case it shall be required to be screened from the view of neighbors as well as the view from the street. No solar panels or other apparatus shall be erected upon the roof of any structure within Crista Lee Subdivision without the prior written consent of the ACC.

**Section 25. Ground Maintenance.** The land covered by these covenants, and the improvements therein shall be maintained by the owner in good condition. In the event any owner fails to maintain

their lot or lots, the association shall have the power to hire cleanup as necessary and to bill the lot owner, and file mechanics liens for said work in the event of non-payment.

**Section 27. Resolution of Lots.** The re-subdivision of any lot within Crista Lee subdivision is expressly prohibited.

**Article VI.**

**Association as Attorney in Fact**

Section 1. Each owner, by his acceptance of a deed or other conveyance vesting in him an interest in a lot, does irrevocably constitute and appoint association and/or Declarant with full power of substitution as the owners name, place and stead to deal with owners interest in order to effectuate the rights reserved by Declarant or granted to the association, as applicable, with full power, right and authorization to execute and deliver any instrument effecting the interest of the owner and to take any other action that the association or Declarant may consider necessary or advisable to give effect to the provisions of this section and this Declarant, each owner shall execute and deliver a written acknowledged instrument confirming such appointment. No owner shall have any rights against the association or Declarant or any their officers or directors with respect thereto except in the case of fraud or gross negligence.

**Article VII.**

**Maintenance Contract.**

Section 1. The association or Board of Directors may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the association to maintain those areas that are for common good of the subdivision such as subdivision entrance signs and landscaping, as well as subdivision entrance lighting and such other areas within the subdivision that may require maintenance. The board shall not be liable for omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the board.

**Article VIII.**

**Insurance**

Section 1. **Authority to Purchase.** All insurance policies relating to the common area shall be purchased by the Board of Directors or it's dually authorized agent. The Board of Directors, and Declarant shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure is due to the unavailability of such coverage per reputable insurance companies, or if such coverage is only available at demonstrably unreasonable cost.

**Article IX.**

**Liability Enforcement and Amendments**

Section 1. **No Liability of ACC.** The ACC shall not be liable in damages to any person or association submitting any architectural plans for approval or to any owner for reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such architectural plans. Any owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring an action or suit to recover damages against the ACC collectively, it's member individually or it's advisors, employees or agent.

**Section 2. ACC Members.**

The initial members of the ACC shall be

1. Alan Helmick
2. Paul Bruck

### 3. Michelle Nau

Replacement of the ACC members – The majority of the ACC may designate a representative to act for them. Should a member resign or become unable to act, the other members shall appoint a successor by majority.

**Section 3. Enforcement.** The ACC, or any owner, shall have the right to enforce by any proceeding of law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this declaration. Failure by the ACC or by any owner to enforce any covenant restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall not be liable to any owner for failure to enforce any restriction, covenant, or condition contained herein.

**Section 4. Amendment.** Any provisions contained in this declaration may be amended or replaced at any time and from time to time upon approval of the amendment or repeal by owners owning at least seventy-five (75%) of the total lots and units authorized within Crista Lee Subdivision One. The amendment or repeal shall be effective upon the recordation in the office of the clerk and recorder of Mesa County, Colorado, setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the owners.

**Section 5. Severability.** Invalidation of any one of these covenants or restrictions by judgment or a court order shall in no way effect any of the provisions, which shall remain in full force and effect.

Declarant

Alan Helmick

***Declaration of Covenants, Conditions and restrictions of Crista Lee Subdivision***

THIS DECLARATION, made on the date here and after set forth by Alan C. Helmick hereafter referred to as "Declarant". WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as, see attached Exhibit A by this reference incorporated herein. NOW, THEREFORE, Declarant hereby declared that all the properties described, sold and conveyed subject to the following Easements, Restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of, and which shall run with the personal property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each party thereof.

THEREOF, Declarant Declares, that the property and every portion of it, is and shall be hold, sold and conveyed subject to the Covenant, Conditions, Restrictions and agreements contained in this Declaration, which:

- "A" Are for the purpose of protecting the value and the desirability of the property.
- "B" Shall run with, and be a pertinent to, all of the property except as expressly stated otherwise and
- "C" Shall be binding upon, and unsure to the value to the benefit of all persons or entities now owning or subsequently acquiring any right, title or interest in all or any part of property, together with each of their heirs, personal representatives, successors in interest and assigns.

All of the provisions of this Declaration are in furtherance of a general plan for the benefit of all of the property and it's improvements and for the benefit of each present and subsequent owner of the property. All of the provisions of this Declaration shall be deemed to run with the land as Covenants running with the land or as equitable servitudes, as the case may be obtained.

"D" These Covenants shall be binding upon all parties and all persons claiming under then for a period of twenty years from a date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote reflected by signed documents dually recorded by the majority of the land owners, it is agreed to change that covenant in all or part.

**Article I.****DEFINITIONS**

Section 1. "Association" shall mean and refer to Crista Lee Homeowners Association.

Section 2. "Owner" (Owner's) shall mean and refer to the record owner, whether one or more person's or entities of a fee simple title to any lot, which is a pert of the subdivision, including contract sellers, excluding those having such interest merely as security for the performance of, an obligation. Multiple person's or entities holding title to a single lot shall together constitute a single owner.

Section 3. "Subdivision" means Crista lee Subdivision in Mesa County, Colorado, according to the recorded plat of the Subdivision, as that plat may be amended from time to time.



Section 4. "Common Use Area" can mean and refer to the Orchard Mesa Irrigation held by the Declarant for the use of the Association, and any other water or water rights, ditch or ditch rights or other real or personal properties related to, associated with, or used in connection with any of them, "including, for example, irrigation pumps, valves, siphons, filters, and pipeline."

Section 5. "Lot ("Lot's") shall mean and refer to each residential lot shown upon the recorded plat of the subdivision, as the plat may be amended from time to time, excluding areas designated as common area on the plat.

Section 6. "Natural Landscaping" shall mean and refer to landscaping that fits the natural green valley surrounding a lot.

Section 7. "Architectural Control Committee" ("ACC")

Section 8. "tree" shall mean any tree that the trunk measures 3" of diameter 6' above the ground.

## **Article II.**

### **PROPERTY RIGHTS**

Section 1. **Irrigation Water Delivery System.** Every owner shall access and use the Irrigation Water Delivery System located in the utility and irrigation easement located along the boundary of each lot. "A" The association shall have the right to charge reasonable fees for the use and maintenance of the Irrigation Water Delivery System by an owner for any period during which any access against his lot remains unpaid; and for a period not to exceed sixty days for any infraction of it's published rules and regulations as determined by the Board of Directors.

Section 2. **Ownership of Irrigation Equipment.** The association shall own and be responsible for the maintenance of the Irrigation Water Lines and associated equipment and fixture. The owners shall only be responsible for the maintenance of all irrigation lines, pumps and sprinklers located within the boundaries of the owners lot that have been installed for that lot's sole use. The HOA shall be responsible for all costs for the maintenance and repair of pump, pond and power costs. Any and all alterations made to the Drainage plan of Crista lee and Store Water Management must be submitted to City of Grand Junction for approval.

Section 4. **Open Space.** The association shall own and maintain all common areas and open space areas as designated on the plat or incorporated into the design of Crista Lee Subdivision including the pedestrian pathways, entrance monuments, landscaping and common landscape easement areas such as the 10 ft. of area behind the east in Subdivision. The 15 ft. easement of the south side of the subdivision is access for anyone who has water rights and needs to access the head gate and irrigation lines for repair and maintenance.

**Article III**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot, which is subject to access, shall be a member of the Association, Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to access.

Section 2. The association shall have one class of voting membership, and be all owners of lots within Crista Lee Subdivision shall be entitled to one to one vote per each lot owned. The vote for such shall be exercised as they determine, but no event shall more than one vote be cast with respect to any lot.

**Article IV.**  
**COVENANT FOR MAINTENANCE ASESSEMENTS.**

Section 1. **Creation of the Lien of Personal Obligation of Assessments.** The Declarant for each lot owned within the property, hereby covenants and each owner of any lot by acceptance of 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 assessment of charges, and "2. Special assessments for capitol improvement, such assessments to be established and collected as here and after provided. The annual special assessments, together with interest, cost and reasonable attorneys fees, shall be charged on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest cost and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless it is expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the association shall be to maintain an irrigation water delivery system to the properties and to perform the maintenance responsibilities set forth in Article II above along with any other maintenance responsibilities deemed necessary by the Board

Section 3. **Maximum Annual Assessment.** Until January 1<sup>st</sup> of the year immediately following the conveyance of ninety percent (90%) of the lots to non-Declarant owners the maximum annual assessments shall be \$100 per lot.

- "A" From and after January 1<sup>st</sup> of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessment may be increased each year not more than twenty-five percent above the maximum assessment for the previous year without a vote of the membership.
- "B" From and after January 1<sup>st</sup> of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessments may be increased above twenty-five percent by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting dually called for this purpose.
- "C" The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

**Section 4. Special Assessments for Capitol Improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in all or in part, the cost of any reconstruction, repair or replacement of the Irrigation Water Delivery System, including fixtures and personal property related thereto, or for the additional construction or maintenance of pedestrian pathways or facilities constructed within the open space for the use of all owners, provided that any such assessment shall have the consent of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting dually called for this purpose.

**Section 5. Notice in Quorum for any Action Authorized under Section 3 and 4.** Written notice of any meeting called for the purposes of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty days.

**Section 6. Uninformative Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots that are owned by a non-Declarant member and assessments shall be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Date.** The Annual Assessments provided for herein shall commence as to all lots of the first day of the month following the conveyance of a lot to a non-Declarant owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of Annual Assessments against each lot at least thirty days in advance of each Annual Assessment Period. Written notice of Annual Assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association as to the status of assessments on a lot and this will be binding upon the association as of its issuance.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments not paid within thirty days after the due date shall bear interest from the date at the rate of eighteen percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Irrigation Water Delivery System or abandonment of his lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**LAND USE RESTRICTIONS**

**Section 1. Land Use and Building Type.** No lot should be used except for residential purposes. No building should be erected, or otherwise altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage with not less than two cars, swimming pool, and other small outbuildings directly related to residential use. The erection of more than one dwelling per lot or the new subdivision of lots into smaller units is prohibited.

**Section 2. Prefabricated Structures.** All dwellings, garages and outbuildings constructed upon the land covered by these covenants shall be of top quality design, construction, workmanship and material; in particular, no structure will be of the types known as "prebuilt, precut, modular, manufactured, or mobile homes," regardless of it's quality as determined by other standards, also all dwellings shall have at least sixteen hundred fifty (1650) square feet under roof.

**Section 3. Architectural Control.** All residential design and construction is subject to the approval of the Architectural control committee established in these articles. Careful attention shall be given to the esthetic and functional consideration of any design submitted in order to enhance family type lifestyle of the subdivision without limitation. Architectural control Committee shall consider the following:

- "A" The overall nature or character of the appearance of the structure, including orientation with regard to view and pricing, and quality of exterior materials, must be consistent with the requirements for construction in this subdivision.
- "B" Minimal grading of dwelling sites to preserve natural terrain and foliage is preferred.
- "C" The use of earth tone colors will be encouraged, and bright colors discouraged, especially where an owner seeks to change or alter the existing color of the structure.
- "D" patio structures will be designed such that they will blend into and compliment the pertinent structure, an aluminum or plastic patio roof structures are prohibited.
- "E" The Architectural Control Committee will approve only residential construction which meets the following standards: (1.) A full set of plans and specifications must be submitted, (2.) Siding, stucco, masonry, roofing, gutters and trim must be colors approved by the Architectural control committee. (3.) The Architectural Control Committee will designate the location for a newspaper and other non-mail receptacles.
- "F" Architectural control Committee shall encourage stucco, stone, or rock exteriors. Final approval of plans shall be a the total discretion of the Architectural Control committee.

**Section 4. Dwelling Size and Quality.** No dwelling shall be permitted on any lot if the ground floor area of the main structure exclusive of open porches is less than sixteen hundred fifty (1650) square feet by outside measurements; provided, however, that the Architectural control Committee may permit the following exceptions: provided, however, that the Architectural Control Committee may permit the following exceptions.

"A" If the residence has second story the ground floor area of the main structure exclusive of open porches shall not be less than thirteen hundred square feet, by outside measurement.

**Section 5. New Construction.** All construction within the subdivision shall be new construction. No previously erected building or other improvement shall be moved onto or set upon any lot of any other location

**Section 6. Building Location.** The Architectural control Committee must approve the sighting of any building upon a lot before any excavation begins. No building shall be located on any lot near the front line or near the side street line, than the minimum building setback line that is required by applicable codes, ordinances or conditions of approval by Crista Lee Subdivision and ACC. Moreover, no residences or outbuildings shall be located nearer to the front lot line, rear lot line or interior lot line than permitted by applicable codes or ordinances.

**Section 7. Driveways.** Driveways shall be composed on concrete unless otherwise approved by the ACC.

**Section 8. Parking.** All automobiles, trailers, boats, snowmobiles, recreational vehicles and other motorized vehicles, which are not kept in the garage, must be parked in the side yard of the residence. Any such vehicles may only be parked in the street or driveway temporarily while loading or unloading.

On street parking is prohibited. No more than five vehicles may be parked outside a residence for a period of more than three (3) days at any time. A natural wood fence, landscaping or other method approved by the ACC, must screen all recreational vehicles, boats, trailers and similar vehicles, if parked in the side yard or rear yard of a residence on a regular basis.

**Section 9. Building Plans and Materials.** All plans, specification, color selections and samples of exterior siding and/or masonry materials along with roof material samples, for any building, addition or improvement must be submitted to and ACC for review and approval before the selection Color Selections should be chosen that will blend into the surrounding landscape and terrain. Bright or highly visible colors will be discouraged while natural colors will be encouraged.

**Section 10. Landscaping.** All front yard landscaping and any other landscaping that is visible from any street within the project shall be a type which compliments the residential character of the subdivision, and which is acceptable to the ACC. The landscaping plan must be submitted to ACC. thirty (30) days before landscaping is to be installed which ever would come first.

**Section 11. Nuisance.** No obnoxious or offensive activities shall be carried on upon any lot, nor shall any activity be permitted which becomes an annoyance or nuisance to the neighborhood. No lot may be used for commercial purposes, except for home occupations. "Home Occupation" as used in this declaration means an occupation by the resident conducted totally by the resident, not entailing the employment of third persons on the premises, this does not include the delivery of goods or services to customers upon the lot. Any other commercial use shall be considered a nuisance within the meaning of this declaration.

**Section 12. Temporary Structures.** No structure temporary in character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence, with the exception of a trailer for security purposes during development or construction.

**Section 13. Signs.** No sign of any kind shall displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent and the signs used by the Declarant, building contractor or lender for advertising during construction and sales of the lots in the subdivision. Signs used by the building contractors or lenders are limited in size to the fifty-four square feet. Signs used by the Declarant are not nor shall they be restricted by the Home Owners Association or the ACC.

**Section 14. Animals** No animals can be kept in the subdivision which is a nuisance to the other owners in the neighborhood or which run at large and endanger residents in the subdivision. All animals shall be maintained on the owner's property, or on a leash. At the request of any owner, the Board of the Directors of the Association shall determine whether a particular animal shall be considered a nuisance or whether the number of any such animals on any lot is a nuisance. Habitually barking and/or vicious dogs are prohibited at the sole discretion of the association. Under no circumstances shall the commercial use of pets be allowed on any lot within the Crista Lee Subdivision.

**Section 15. Variance.** The ACC may grant a reasonable variance or adjustment to these conditions and restrictions in order to overcome practical difficulties and permit unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to their property or improvements in the neighborhood and shall not defeat the general intent in purpose of these restrictions.

**Section 16 Utilities and Easements.** Underground electrical, natural gas, telephone/ cable television, and irrigation shall be available to all lots and tracts in the Crista Lee Subdivision.

The utility companies furnishing these services shall have easements shown on the recorded file. No permanent structure shall be erected on any said easements neither shall the Declarant, the utility company nor any entity using these easements be held liable for any damage done by either of them or their assigns agents or employees to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements. No overhead services shall be allowed to service any lot within this subdivision.

**Section 17. Limitation on Parking and Storage.** No boats, trailer, buses, recreational vehicles inoperative private automobiles, or inoperative vehicles of any kind, camper rig off trucks, or stored permanently or semi-permanently on any public street, right of way or driveway. Permanent or Semi-Permanent storage for such vehicles or items must be screened from public view, either in a garage or dwelling unit. Semi-permanent storage is hereby defined to be location of one place of period of seventy-two hours or longer. All screens for above named items must be approved in advance by the ACC.

**Section 18. Fences, Planters and Hedges.** No wall, fence, planter or hedge in excess of three feet above ground level shall be allowed within the front yard setback. Front yard setbacks will be according to the county ordinances for front setbacks in the RSF-4 Zoning. Open type fencing such as split rail or similar type will be required for any front yard fencing within the front yard setback areas, in any case no fence will be allowed to be taller than six feet on any lot within the subdivision without the express permission of the ACC. In addition all fences must be approved by the ACC before construction.

**Section 19. Site Lines on Corner Lots.** No object or thing shall be placed or planted on corner lots which unnecessarily obstruct site lines at elevators between two feet and six feet above the top of the street curb within a triangular area formed by the junction of the street and curb lines and the line connecting them at a point twenty-five feet from the junction of such street, curb line, or extension thereof.

**Section 20. Restriction on Storage Areas.** Clotheslines, equipment, garbage cans, services yards, brick piles or storage areas shall be adequately screened by planning or construction to conceal the same from view of neighboring lots and streets.

**Section 21. Landscaping Time Limit Requirements.** Any lots where a building permit has been issued for construction upon that lot shall submit a landscaping plan to the ACC within one hundred and eighty days of building permit issuance. Said landscaping shall be completed and ready for a walk through inspection by the ACC within one year of building permit issuance. This clause shall apply only to those areas of landscaping that are in the front and side yards that are visible from the time streets. In the event that weather will not permit the planting of plants, shrubs, and grass within the time frames stated above the ACC shall grant an extension that will allow thirty days after the planning season begins in the spring following the issuance of the building permit.

**Section 22. Restrictions relating to Drainage.** Nothing shall be done permitted by an owner or occupant which would block, divert or channelize the natural flow of drainage water across any lot or tract from adjacent lots or tracts as established by the original subdivision grading without specific approval from the ACC and the City of Grand Junction.

**Section 23. Antennas and Similar Devices.** No Antenna, satellite dish, or similar devices for radio television or any electronic transmission reception shall be placed upon or around the exterior of any property within said subdivision, unless it is specifically approved by the ACC under which case it shall be required to be screened from the view of neighbors as well as the view from the street. No solar panels or other apparatus shall be erected upon the roof of any structure within Crista Lee Subdivision without the prior written consent of the ACC.

**Section 24. Ground Maintenance.** The land covered by these covenants, and the improvements therein shall be maintained by the owner in good condition. In the event any owner fails to maintain their lot or lots, the association shall have the power to hire cleanup as necessary and to bill the lot owner, and file mechanics liens for said work in the event of non-payment.

Section 25. **Resolution of Lots.** The re-subdivision of any lot within Crista Lee Subdivision is expressly prohibited.

**Article VI.**

**Association as Attorney in Fact**

Section 1. Each owner, by his acceptance of a deed or other conveyance vesting in him an interest in a lot, does irrevocably constitute and appoint association and/or Declarant with full power of substitution as the owners name, place and stead to deal with owners interest in order to effectuate the rights reserved by Declarant or granted to the association, as applicable, with full power, right and authorization to execute and deliver any instrument effecting the interest of the owner and to take any other action that the association or Declarant may consider necessary or advisable to give effect to the provisions of this section and this Declarant, each owner shall execute and deliver a written association or Declarant of any of their officers or directors with respect thereto except in the case of fraud or gross negligence.

**Article VII.**

**Maintenance Contract.**

Section 1. The association or Board of Directors may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the association to maintain those areas that are for common good of the subdivision such as subdivision entrance signs and landscaping, as well as subdivision entrance lighting and such other areas within the subdivision that may require maintenance. The board shall not be liable for omission or improper exercise by the employed individual or Management Company of any duty, power, or function so delegated by written instrument executed by or on behalf of the board.

**Article VIII.**

**Insurance**

Section 1. **Authority to Purchase.** All insurance relating to the common area shall be purchased by the Board of Directors or its dually authorized agent. The board of Directors and Declarant shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure is due to the unavailability of such coverage per reputable insurance companies, or if such coverage is only available at demonstrably unreasonable cost.

**Article IX.**

**Liability Enforcement and Amendments**

Section 1. **No Liability of ACC.** The ACC shall not be liable in damages to any person or association submitting any architectural plans for approval or to any owner for reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such architectural plans. Any covenants that he will not bring an action or suit to recover damages against the ACC collectively, it's member individually or it's advisor, employees or agent.



**Section 2. ACC Members.**

The initial members of the ACC shall be:

1. Alan Helmick
2. Paul Bruck
3. Michelle Nau

Replacement of the ACC members – The majority of the ACC may designate a representative to act for them. Should a member **resign** or become unable to act, the other members shall appoint a successor by majority.

**Section 3. Enforcement.** The ACC, or any owner, shall have the right to enforce by any proceeding of law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this declaration. Failure by the ACC or by any owner to enforce any covenant restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall not be liable to any owner for failure to enforce any restriction, covenant, or condition contained herein.

**Section 4. Amendment.** Any provisions contained in this declaration may be amended or replaced at any time and from time to time upon approval of the amendment or repeal by owners owning at least seventy-five (75%) of the total lots and units authorized within Crista Lee Subdivision One. The amendment or repeal shall be effective upon the recordation in the office of the clerk and recorder of Mesa County, Colorado, setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the owners.

**Section 5. Severability.** Invalidation of any one of these covenants or restrictions by judgment or a court order shall in no way affect any of the provisions, which shall remain in full force and effect.

Declarant



Alan Helmick

## EXHIBIT "A"

TAX SCHEDULE #: 2943-293-00-141

A parcel of land situated in the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 29, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado, a portion thereof being recorded in Book 1672 at Page 812 of the records of the County Clerk and Recorder being more particularly described as follows: Commencing at the found Mesa County Survey Monuments for the CW1/16 corner of said Section 29, the Basis of Bearing being S90°00'00"E along the North line of said SW $\frac{1}{4}$  a distance of 87.00 feet, thence S00°00'12"W 165.00 feet, thence S90°00'00"E 79.87 feet to the Point of Beginning, thence S90°00'00"E 181.58 feet, thence N00°00'12"E 125.00 feet, thence S90°00'00"E 113.80 feet to a point on the northeasterly bank of the Mesa Mutual Canal, thence S43°15'05"E 288.32 feet along said northeasterly bank, thence S00°01'21"W 408.16 feet along the easterly bank of said canal to a point on the North line of Loma Linda Subdivision First Additiion, thence S89°57'02"W 492.81 feet along said subdivision, thence N00°00'12"E 493.59 feet to the Point of Beginning.

TO BE KNOWN AS CRISTA LEE SUBDIVISION

REVIEWED AFTER RECORDATION  
BY COMMUNITY DEVELOPMENT

*SH*

                      
Initials

55.00      1.00

Return to:  
City of Grand Junction  
Community Development Dept.  
File #: FP-2003-101  
Name: Pat Cecil

### ***Declaration of Covenants, conditions and Restrictions of Crista Lee Subdivision***

THIS DECLARATION, made on the date here and after set forth by Alan C. Helmick her after referred to as "Declarant." WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as, see attached Exhibit AA" by this reference incorporated herein. NOW, THEREFORE, Declarant hereby declared that all the properties described, sold and conveyed subject to the following Easements, Restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of, and which shall run with the personal property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each party thereof.

THEREOF, Declarant Declares, that the property and every portion of it, is and shall be held, sold, and conveyed subject to the Covenant, conditions, Restrictions, and agreements contained in this Declaration, which:

"A" Are for the purpose of protecting the value and the desirability of the property;

"B" Shall run with, and be a pertinent to, all of the property except as expressly stated otherwise and,

"C" Shall be binding upon, and insure to the value to the benefit of all persons or entities now owning or subsequently acquiring any right, title or interest in all or any part of property, together with each of their heirs, personal representatives, successors in interest and assigns.

All of the provisions of this Declaration are in furtherance of a general plan for the benefit of all of the property and it's improvements and for the benefit of each present and subsequent owner of the property. All of the provisions of this Declaration shall be deemed to run with the land as Covenants running with the land or as equitable servatutes, as the case may be obtained.

"D" these Covenants shall be binding upon all parties and all persons claiming under then for a period of twenty years from a date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote reflected by signed documents dually recorded by the majority of the land owners, it is agreed to change that covenant in all of part.

#### **Article I.**

##### **DEFINITIONS**

Section 1. "Association" shall mean and refer to Crista Lee Homeowners Association.

Section 2. "Owner" ("Owner's") shall mean and refer to the record owner, whether one or more person's or entities of a fee simple title to any lot, which is a part of the subdivision, including contract sellers, excluding those having such interest merely as security for the performance of, an obligation. Multiple person's or entities holding title to a single lot shall together constitute a single owner.

Section 3. "Subdivision" means Crista Lee Subdivision in Mesa County, Colorado, according to the recorded plat of that Subdivision, as that plat may be amended from time to time.

Section 4. "Common Use Area" can mean and refer to the Orchard Mesa Irrigation held by the Declarant for the use of the Association, and any other water or water rights, ditch or ditch rights or

easements acquired by the Association, together with any facilities, improvements, easements, or other real or personal properties related to, associated with, or used in connection with any of them, "including, for example, irrigation pumps, valves, siphons, filters, and pipeline."

Section 5. "Lot" ("Lot's") shall mean and refer to each residential lot shown upon the recorded plat of the subdivision, as the plat may be amended from time to time, excluding areas designated as common area on the plat.

Section 6. "Natural Landscaping" shall mean and refer to landscaping that fits the natural green valley surrounding a lot.

Section 7. "Living space" shall be deemed to include any floor on a split-level residence, which is less than four feet below the grade of the structure, or any space under roof with the exception of garage area, storage area and basement. Basement is determined by any area which is more than four feet below the grade of the surface of the exterior of the building, this area shall be considered Basement Area and the square footage thereof shall not be counted in determining the compliance with the foregoing restrictions.

Section 8. "Architectural Control Committee" ("ACC")

Section 9. "Tree" shall mean any tree that the trunk measures 12" of diameter 6' above the ground.

## Article II.

### PROPERTY RIGHTS

Section 1. **Irrigation Water Delivery System.** Every owner shall access and use the Irrigation Water Delivery System located in the utility and irrigation easement located along the boundary of each lot.

"A" The association shall have the right to charge reasonable fees for the use and maintenance of the Irrigation Water Delivery System; and the right of the association to promulgate rules, regulations and schedules related to the use of the Irrigation Water System, and,

"B" The association shall have the right to suspend the voting rights and right to use of the Irrigation Water Delivery System by an owner for any period during which any access against his lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations as determined by the Board of Directors.

Section 2. **Delegation of Use.** Any owner may delegate, in accordance with the bylaws, his right of use to the member of his family his tenants, or contract purchasers who reside on the property.

Section 3. **Ownership of Irrigation Equipment.** The association shall own and be responsible for the maintenance of the Irrigation Water Lines and associated equipment and fixture. The owners shall only be responsible for the maintenance of all irrigation lines, pumps and sprinklers located within the boundaries of the owners lot that have been installed for that lot's sole use.

Section 4. **Open Space.** The association shall own and maintain all common areas and open space areas as designated on the plat or incorporated into the design of Country Meadows including the pedestrian pathways, entrance monuments, landscaping and common landscape easement areas such as the 10' of area behind the east in Subdivision.

## Article III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot, which is subject to access, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to access.

Section 2. The association shall have one class of voting membership, and be all owners of lots within Crista lee Subdivision shall be entitled to one to one vote per each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such shall be exercised as they determine, but in no eveny shall more than one vote be cast with respect to any lot.

#### Article IV.

#### COVENANT FOR MAINTENANCE ASSESSMENTS.

SECTION 1. **Creation of The Lien of Personal obligation of Assessments.** The Declarant for each lot owned within the property, hereby covenants and each owner of any lot by acceptance of 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 assessment or charges, and "2. Special assessments for capitol improvement, such assessments to be established and collected as here and after provided. The annual special assessments, together with interest, cost and reasonable attorneys fees, shall be charged on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, together with interest cost and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless it is expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the association, shall be to maintain an irrigation water delivery system to the properties and to perform the maintenance responsibilities set forth in Article II above along with any other maintenance responsibilities deemed necessary by the Board.

Section 3. **Maximum Annual Assessment.** Until January St. of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessments shall be \$100 per lot

"A" From and after January St. of the year immediately following the conveyance of ninety percent of the lots to non-Declarant owners the maximum annual assessment may be increased each year not more than twenty-five percent above the maximum assessment for the previous year without a vote of the membership.

"B" From and after January 1<sup>st</sup>. of the year immediately following the conveyance of ninety percent of the lots to non- Declarant owners the maximum annual assessments may be increased above twenty-five percent by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting dually called for this purpose.

"C" The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 4. **Special Assessments for Capitol Improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in all or in part, the cost of any reconstruction, repair of or replacement of the Irrigation Water Delivery System, including fixtures and personal property related there to, or for the additional construction or maintenance of pedestrian pathways or facilities constructed within the open space for the use of all owners, provided that any such assessment shall have the consent of two thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting dually called for this purpose.

**Section 5. Notice in Quorum for any Action Authorized under Section 3 and 4.** Written notice of any meeting called for the purposes of taking any action authorized under Section 3. Or 4. shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Quorum at the subsequent meeting shall be one half (1/2) of the preceding meeting. No such subsequent meeting shall be held more than sixty days.

**Section 6. Uninformative Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots that are owned by a non- Declarant member and assessments shall be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Date.** The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of a lot to a non-Declarant owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of Annual Assessments against each lot at least thirty days in advance of each Annual Assessment Period. Written notice of Annual Assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association as to the status of assessments on a lot and this will be binding upon the association as of its issuance.

**Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.** Any assessments not paid within thirty days after the due date shall bear interest from the date at the rate of eighteen percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Irrigation Water Delivery System or abandonment of his lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **Article V.**

#### **LAND USE RESTRICTIONS**

**Section 1. Land Use and Building Type.** No lot should be used except for residential purposes. No building should be erected, or otherwise altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage with not less than two cars, swimming pool, and other small outbuildings directly related to residential use. The erection of more than one dwelling per lot or the new subdivision of lots into smaller units is prohibited.

**Section 2. Prefabricated Structures.** All dwellings, garages and outbuildings constructed upon the land covered by these covenants shall be of top quality design, construction, workmanship and material; in particular, no structure will be of the types known as "prebuilt, precut, modular, manufactured, or mobile homes," regardless of it's quality as determined by other standards, also all dwellings shall have at least eighteen hundred square feet under roof.

**Section 3. Architectural Control.** All residential design and construction is subject to the approval of the Architectural Control Committee established in these articles. Careful attention shall be given to the esthetic and functional consideration of any design submitted in order to enhance family type lifestyle of the subdivision without limitation, Architectural Control Committee shall consider the following:

"A" The overall nature or character of the appearance of the structure, including orientation with regard to view and pricing, and quality of exterior materials, must be consistent with the requirements for construction in this subdivision.

"B" Minimal grading of dwelling sites to preserve natural terrain and foliage is preferred.

"C" The use of earth tone colors will be encouraged, and bright colors discouraged, especially where an owner seeks to change or alter the existing color of the structure.

"D" Patio structures will be designed such that they will blend into and compliment the pertinent structure; a aluminum or plastic patio roof structures are prohibited.

"E" The Architectural Control Committee will approve only residential construction which meets the following standards: (1.) A full set of plans and specifications must be submitted (2.) siding, stucco, masonry, roofing, gutters and trim must be colors approved by the Architectural Control Committee. (3.) The Architectural Control Committee will designate the location for a newspaper and other non-mail receptacles.

"F" Architectural Control Committee shall encourage stucco, stone, or rock exteriors. Final approval of plans shall be at the total discretion of Architectural Control Committee.

**Section 4. Dwelling Size and Quality.** No dwelling shall be permitted on any lot if the ground floor area of the main structure exclusive of open porches is less than seventeen hundred square feet, by outside measurements; provided, however, that the Architectural Control Committee may permit the following exceptions.

"A" If the residence has second story the ground floor area of the main structure exclusive of open porches shall not be less than thirteen hundred square feet, by outside measurement, with a total square footage on the first and second of no less that seventeen hundred square feet, by outside measurement.

**Section 5. New Construction.** All construction within the subdivision shall be new construction, no previously erected building or other improvement shall be moved onto or set upon any lot of any other location.

**Section 6. Building Location.** The Architectural Control Committee must approve the sighting of any building upon a lot before any excavation begins. No building shall be located on any lot near the front line or near the side street line, than the minimum building setback line that is required by applicable codes, ordinances or conditions of approval by Crista Lee Subdivision and ACC. Moreover, no residences or outbuildings shall be located nearer to the front lot line, rear lot line, or interior lot line, than permitted by applicable codes or ordinances. Eaves, steps that over porches, without roofs, shall not be considered a part of the building: provided however, that this provision shall not be constructed to permit any portion of the building on a lot to encroach onto another lot.

**Section 7. Driveways.** Driveways shall be composed of concrete unless otherwise approved by the ACC.

**Section 8. Parking.** All automobiles, trailers, boats, snowmobiles, recreational vehicles and other motorized vehicles, which are not kept in the garage, must be parked in the side yard of the residence. Any such vehicles may only be parked in the street or driveway temporarily while loading or unloading. On street parking is prohibited. No more than five vehicles may be parked outside a residence for a period of more than three days at any time. A natural wood fence, landscaping or



other method approved by the ACC, must screen all recreational vehicles, boats, trailers and similar vehicles, if parked in the side yard or rear yard of a residence on a regular basis.

**Section 9. Building Plans and Materials.** All plans, specifications, color selections, and samples of exterior siding and/ or masonry materials along with roof materials samples, for any building, addition or improvement must be submitted to the ACC for review and approval before the selection Color Selections should be chosen that will blend into the surrounding landscape and terrain. Bright or highly visible colors will be discouraged while natural colors will be encouraged.

**Section 10. Landscaping.** All front yard landscaping and any other landscaping that is visible from any street within the project shall be a type which compliments the residential character of the subdivision, and which is acceptable to the ACC. The landscaping plan must be submitted to the ACC. thirty days before landscaping is to be installed which ever would come first.

**Section 12. Nuisance.** No obnoxious or offensive activities shall be carried on upon any lot, nor shall any activity be permitted which becomes an annoyance or nuisance to the neighborhood. No lot may be used for commercial purposes, except for home occupations. "Home Occupation" as used in this declaration means an occupation by the resident conducted totally not entail the employment of third persons on the premises, this does not include the delivery of goods or services to customers upon the lot. Any other commercial use shall be considered a nuisance within the meaning of this declaration.

**Section 13. Temporary Structures.** No structure temporary in character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, with the exception of a trailer for security purposes during development, construction.

**Section 14. Signs.** No sign of any kind shall displayed for public view on any lot except one sign of not more than five square feet advertising the property for sale or rent and the signs used by the Declarant, building contractor or lender for advertising during construction and sales of the lots in the subdivision. Signs used by the building contractors or lenders are limited in size to the fifty-four square feet. Signs used by the Declarant are not nor shall they be restricted by the Home Owners Association or the ACC.

**Section 15. Animals.** No animals can be kept in the subdivision which is a nuisance to other owners in the neighborhood or which run at large and endanger residents in the subdivision. All animals shall be maintained on the owner's property, or on a leash. At the request of any owner, the Board of Directors of the Association shall determine whether a particular animal shall be considered a nuisance or whether the number of any such animals on any lot is a nuisance. Habitually barking and/or vicious dogs are prohibited at the sole discretion of the association. Under no circumstances shall the commercial use of pets be allowed on any lot within the Crista Lee Subdivision.

**Section 16. Variance.** The ACC may grant a reasonable variance or adjustment to these conditions and restrictions in order to overcome practical difficulties and permit unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to their property or improvements in the neighborhood and shall not defeat the general intent in purpose of these restrictions.

**Section 17. Utilities and Easements.** Underground electrical, natural gas, telephone/cable television, and irrigation shall be available to all lots and tracts in Country Meadows filing One. The utility companies furnishing these services shall have easements shown on the recorded file. No permanent structure shall be erected on any said easements neither shall the Declarant, the utility company nor any entity using these easement be held liable for any damage done by either of them

or their assigns agents or employees to shrubbery, trees, flowers, or improvements of the owner located on the land covered by said easements. No overhead services shall be allowed to service any lot within this subdivision.

**Section 18. Limitation on Parking and Storage.** No boats, trailer, buses, recreational vehicles, inoperative private automobiles, or inoperative vehicles of any kind, camper rig off trucks, or stored permanently or semi-permanently on any public street, right of way or driveway. Permanent or Semi-Permanent storage for such vehicles or items must be screened from public view, either in a garage or dwelling unit. Semi-permanent storage is hereby defined to be location of one place of a period of seventy-two hours or longer. All screens for above named items must be approved in advance by the ACC.

**Section 19. Fences, Planters and Hedges.** No wall, fence, planter or hedge in excess of three feet above ground level shall be allowed within the front yard setback. Front yard setbacks will be defined according to the county ordinances for front setbacks in the R-2 Zone. Open type fencing such as split rail or similar type will be required for any front yard fencing within the front yard setback areas, in any case no fence will be allowed to be taller than six feet on any lot within the subdivision without the express permission of the ACC. In addition all fences must be approved by the ACC before construction.

**Section 20. Site Lines on Corner Lots.** No object or thing shall be placed or planted on corner lots which unnecessarily obstruct site lines at elevators between two feet and six feet above the top of the street curb within a triangular area formed by the junction of the street and the curb lines and the line connecting them at a point twenty-five feet from the junction of such streets, curb line, or extension thereof.

**Section 21. Restrictions on Storage Areas.** Clotheslines, equipment, garbage cans, services yards, brick piles or storage areas shall be adequately screened by planting or construction to conceal the same from view of neighboring lots and streets.

**Section 22. Landscaping Time Limit Requirements.** Any lots where a building permit has been issued for construction upon that lot shall submit a landscaping plan to the ACC within one hundred and eighty days of building permit issuance. Said landscaping shall be completed and ready for a walk through inspection by the ACC within one year of building permit issuance. This clause shall apply only to those areas of landscaping that are in the front and side yards that are visible from the streets. In the event that weather will not permit the planting of plants, shrubs, and grass within the time frames stated above the ACC shall grant an extension that will allow thirty days after the planting season begins in the spring following the issuance of the building permit.

**Section 23. Restrictions relating to Drainage.** Nothing shall be done or permitted by an owner or occupant which would block, divert or channelize the natural flow of drainage water across any lot or tract from adjacent lots or tracts as established by the original subdivision grading without specific approval from the ACC.

**Section 24. Antennas and Similar Devices.** No antenna, satellite dish, or similar devices for radio, television or any other electronic transmission reception shall be placed upon or around the exterior of any property within said subdivision, unless it is specifically approved by the ACC under which case it shall be required to be screened from the view of neighbors as well as the view from the street. No solar panels or other apparatus shall be erected upon the roof of any structure within Crista Lee Subdivision without the prior written consent of the ACC.

**Section 25. Ground Maintenance.** The land covered by these covenants, and the improvements therein shall be maintained by the owner in good condition. In the event any owner fails to maintain

their lot or lots, the association shall have the power to hire cleanup as necessary and to bill the lot owner, and file mechanics liens for said work in the event of non-payment.

**Section 27. Resolution of Lots.** The re-subdivision of any lot within Crista Lee subdivision is expressly prohibited.

**Article VI.**

**Association as Attorney in Fact**

Section 1. Each owner, by his acceptance of a deed or other conveyance vesting in him an interest in a lot, does irrevocably constitute and appoint association and/or Declarant with full power of substitution as the owners name, place and stead to deal with owners interest in order to effectuate the rights reserved by Declarant or granted to the association, as applicable, with full power, right and authorization to execute and deliver any instrument effecting the interest of the owner and to take any other action that the association or Declarant may consider necessary or advisable to give effect to the provisions of this section and this Declarant, each owner shall execute and deliver a written acknowledged instrument confirming such appointment. No owner shall have any rights against the association or Declarant or any their officers or directors with respect thereto except in the case of fraud or gross negligence.

**Article VII.**

**Maintenance Contract.**

Section 1. The association or Board of Directors may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the association to maintain those areas that are for common good of the subdivision such as subdivision entrance signs and landscaping, as well as subdivision entrance lighting and such other areas within the subdivision that may require maintenance. The board shall not be liable for omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the board.

**Article VIII.**

**Insurance**

Section 1. **Authority to Purchase.** All insurance policies relating to the common area shall be purchased by the Board of Directors or it's dually authorized agent. The Board of Directors, and Declarant shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure is due to the unavailability of such coverage per reputable insurance companies, or if such coverage is only available at demonstrably unreasonable cost.

**Article IX.**

**Liability Enforcement and Amendments**

Section 1. **No Liability of ACC.** The ACC shall not be liable in damages to any person or association submitting any architectural plans for approval or to any owner for reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such architectural plans. Any owner submitting or causing to be submitted any plans and specifications to the ACC agrees and covenants that he will not bring an action or suit to recover damages against the ACC collectively, it's member individually or it's advisors, employees or agent.

**Section 2. ACC Members.**

The initial members of the ACC shall be

1. Alan Helmick
2. Paul Bruck

### 3. Michelle Nau

Replacement of the ACC members – The majority of the ACC may designate a representative to act for them. Should a member resign or become unable to act, the other members shall appoint a successor by majority.

**Section 3. Enforcement.** The ACC, or any owner, shall have the right to enforce by any proceeding of law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this declaration. Failure by the ACC or by any owner to enforce any covenant restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall not be liable to any owner for failure to enforce any restriction, covenant, or condition contained herein.

**Section 4. Amendment.** Any provisions contained in this declaration may be amended or replaced at any time and from time to time upon approval of the amendment or repeal by owners owning at least seventy-five (75%) of the total lots and units authorized within Crista Lee Subdivision One. The amendment or repeal shall be effective upon the recordation in the office of the clerk and recorder of Mesa County, Colorado, setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the owners.

**Section 5. Severability.** Invalidation of any one of these covenants or restrictions by judgment or a court order shall in no way effect any of the provisions, which shall remain in full force and effect.

Declarant

Alan Helmick

2943-324-00-007

