

DATE SUBMITTED: 6/1/92

PERMIT NO. 41975-1

FEE \$ 10.00

PLANNING CLEARANCE

GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT

BLDG ADDRESS 729 OVRAY

SQ. FT. OF BLDG: APPROX. 650 FT² EA (3)

SUBDIVISION CITY OF G.J.

SQ. FT. OF LOT: APPROX. 6250 FT²

FILING # _____ BLK # 71 LOT # 12+13

NO. OF FAMILY UNITS: 0

TAX SCHEDULE # 2945-141-138.951

NO. OF BUILDINGS ON PARCEL BEFORE THIS PLANNED CONSTRUCTION: 1

OWNER 1ST BAPTIST CHURCH - GRAND JUNCTION

USE OF EXISTING BUILDINGS: CHURCH + SUNDAY SCHOOL

ADDRESS 720 GRAND

TELEPHONE: 242-5645

DESCRIPTION OF WORK AND INTENDED USE: TEMP. CLASSROOMS DURING MILLTAILINGS REMEDIATION

REQUIRED: Two plot plans showing parking, landscaping, setbacks to all property lines, and all streets which abut the parcel.

FOR OFFICE USE ONLY

ZONE RMF-64

FLOODPLAIN: YES _____ NO

SETBACKS: FRONT _____

GEOLOGIC HAZARD: YES _____ NO

SIDE _____ REAR _____

CENSUS TRACT: 2 TRAFFIC ZONE: 36

MAXIMUM HEIGHT _____

PARKING REQ'MT N/A

LANDSCAPING/SCREENING REQUIRED:

SPECIAL CONDITIONS: TEMPORARY UNITS TO BE REMOVED AFTER Tailings Removal.

N/A

Modifications to this Planning Clearance must be approved, in writing, by this Department. The structure approved by this application cannot be occupied until a Certificate of Occupancy is issued by the Building Department (Section 307, Uniform Building Code).

Any landscaping required by this permit shall be maintained in an acceptable and healthy condition. The replacement of any vegetation materials that die or are in an unhealthy condition shall be required.

I hereby acknowledge that I have read this application and the above is correct, and I agree to comply with the requirements above. Failure to comply shall result in legal action.

Department Approval

Applicant Signature

Date Approved

Date

VALID FOR SIX MONTHS FROM DATE OF ISSUANCE (Section 9-3-2 D Grand Junction Zoning & Development Code)

ACCESS AGREEMENT

This agreement made on the 28 day of May, 1992, between Marvin Brodine, located at 735 Ouray, of Grand Junction, Colorado, (hereinafter called "Owner") and Chem-Nuclear Geotech, Inc., (hereinafter called "Geotech") of Grand Junction, Colorado, is valid through the 31 day of December 1993 unless stated otherwise within this agreement.

WITNESSETH:

WHEREAS, GEOTECH, under its Prime Contact with the United States Department of Energy (DOE), has undertaken remediation of property located at 720 Grand Avenue, which is contiguous to and immediately west of the Owner's Property (hereinafter called "Adjacent Property") under a Remedial Action Agreement and,

WHEREAS, the least disruptive method of remediation of the Adjacent Property is to connect to the existing city sewer system on the Owners Property to provide sewer service to four trailers temporarily located at the Adjacent Property during remedial action. Owners Property description is as follows:

The east 6ft of Lot 13 and all of Lot 14 BLK 71, city of Grand Junction, Colorado, commonly known as 735 Ouray, Grand Junction, Colorado.

NOW THEREFORE, in consideration of Geotech in obtaining the services of a qualified subcontractor to make these sewer connections, it is understood and agreed the work at the Owners Property shall include but is not limited to:

Removal and non replacement on an existing brick trash burner. Removal of required concrete and asphalt surface and excavation of owners property to provide access to the sewer line. Appropriate backfill and compaction of temporary excavation. Upon completion of remedial action at the Adjacent Property Geotech shall remove temporary sewer tap and perform necessary backfill and compaction and replace the required concrete and asphalt to restore the property in accordance with paragraph II of this agreement, and is further agreed as follows:

I. The Owner hereby grants to DOE, Geotech, and its contractors, without payment of any land use charge: (a) the right of access to, and utilization of, the above described Property for the purpose of excavation and the construction activities necessary for the remediation of the Adjacent Property immediately west of the above described Property, and to perform or take any other reasonable action consistent with the expeditious performance and evaluation of such remedial action; and (b) the right to restrict access to, and post appropriate warning signs on, such parts of the Property, as may be necessary, in order to facilitate the remedial action and protect the health and assure the safety of the public: PROVIDED, that such rights are subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

II. Geotech's remedial action subcontractor shall be responsible for loss or destruction of, or damage to, the Owner's real and personal property caused by the activities of remediation in exercising any of the rights granted in this Agreement: PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition reasonably comparable to its condition immediately prior to the performance of the remedial action by techniques of backfilling, seeding, sodding, landscaping, rebuilding, repair or replacements, and such other methods as may be agreed to by Geotech its authorized representatives, contractors and subcontractors, and the Owner during the course of the remedial action referred to in this Agreement. The above shall be the Owner's sole remedy under this Agreement.

The Parties acknowledge that use of the phrase "condition reasonably comparable to its condition immediately prior to the performance of remedial action" contemplates that the work performed by Geotech through its contractors or subcontractors may include the use of alternate materials or variations due to the use of new materials.

III. The period of this Access Agreement will be for a period of one hundred-twenty (120) days, during calendar year 1992, the exact time of commencement to be at the option of Geotech. Geotech will notify the Owner thirty (30) days in advance of the beginning of the period of access.

IV. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS HERETO, the parties have caused this Agreement to be executed on the date first written above.

MARVIN BRODINE

BY: Marvin Brodine
Name 5-28-92

CHEM-NUCLEAR GEOTECH, INC.

BY: Harland V. Stosich
Harland V. Stosich
Manager, Owner Negotiations

20-00393-09
720 GRAND AVE

STATEMENT OF WORK

UTILITY INSTALLATION FOR TEMPORARY TRAILERS

The temporary trailers required for relocated church classrooms will be set by others on approximately June 15, 1992. Utility hookups are required for water, sewer, and electricity. Additionally, two wooden landings with stairs and handicap ramp access will require field construction. The utility hookups and access construction will require disassembly and disconnects upon completion of the relocation requirements, presently anticipated to be completed approximately October 15, 1992.

Temporary sewer connection to be made at the rear of the property directly east of the location of the trailers. The address of the temporary sewer connection is 735 Duray Ave. The connection is to be made (including trenching) prior to the delivery of the trailers due to the eventual trailer location required by zoning setbacks. After temporary sewer connections are complete, excavation to be backfilled (with proper compaction) with 3/4" roadbase. Upon completion of relocation requirements area to be reconstructed as per the design sketches.

Temporary water service is to be secured from the existing water meter service located north of the parking lot between the sidewalk and Duray Ave. Connection to be made south of the meter pit. After installation of the water line, section of city sidewalk removed for trench access to be backfilled (with compaction) with 3/4" roadbase level with adjacent sidewalks to minimize tripping hazard until sidewalk reconstruction at the end of relocation use.

Temporary stairs/handicap access ramp to be constructed after trailer placement. Access to be installed as per city handicap code requirements.

GENERAL NOTES

SUBCONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UTILITIES PRIOR TO START. EXCAVATION IS PLANNED WITHIN ABOUT 4 FEET OF AN EXISTING POWER POLE. CARE TO BE EXERCISED WHEN WORKING IN THE VICINITY OF THE POLE. TRENCH EXCAVATION TO BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS.

EXISTING SEWER LINE AT 735 DUNAY IS ASSUMED TO BE APPROXIMATELY 4 FEET BELOW GRADE AT ALLEY.

TEMPORARY TRAILER SEWER LINES TO BE LOCATED BELOW TRAILERS AND ROUTED ABOVE EXISTING ASPHALT LOT AS FAR AS POSSIBLE WHILE MAINTAINING 1/4" PER FOOT FALL LINE. IN AREAS WHERE THE LINE IS ABOVE GRADE, IT IS TO BE PROTECTED FROM VEHICULAR AND PEDESTRIAN TRAFFIC.

1 REMOVE BRICK/CONCRETE TRASH INCINERATOR. DO NOT REPLACE.

2 REMOVE EXISTING CONCRETE SLAB. EXCAVATE TO ACCOMMODATE TEMPORARY SEWER LINE CONNECTION TO EXISTING SEWER SERVICE AT 735 DUNAY AVE. PROVIDE RUBBER TRANSITION COUPLERS AND INSTALL NEW DRAIN WYE CONNECTOR. INSTALL VERTICAL CAPED CLEANOUT AS CLOSE AS PRACTICAL TO NEW WYE CONNECTOR. BACKFILL AND COMPACT WITH 3/4" ROADBASE TO MATCH EXISTING GRADE.

3 UPON COMPLETION OF TEMPORARY TRAILER USE, EXCAVATE BACKFILL AND SAVE FOR REUSE AND REMOVE TEMPORARY SEWER LINE AND WYE CONNECTOR. PLACE PERMANENT VERTICAL CAPED CLEANOUT TO TERMINATE FLUSH WITH NEW CONCRETE DRIVE. BACKFILL AND COMPACT STOCKPILED ROADBASE. PLACE NEW REINFORCED 4" CONCRETE SLAB BETWEEN GARAGE AND PAVED ALLEY. NEW SLAB TO BE THE WIDTH OF THE EXISTING GARAGE. SLOPE TO MATCH EXISTING GRADES. PLACE APPROPRIATE EXPANSION MATERIALS ADJACENT EXISTING CONCRETE SURFACES. BACKFILL AND COMPACT TEMPORARY SEWER TRENCH IN ASPHALT PAVED PARKING LOT AND PLACE NEW ASPHALT, MINIMUM 3" THICK.

3 TEMPORARY DOMESTIC WATER SERVICE TO BE PROVIDED FROM EXISTING CITY WATER METER LOCATED BETWEEN NORTH SIDEWALK AND DUNAY AVE AT CHURCH PARKING LOT PROPERTY. CONNECT NEW TEMPORARY 3/4" SERVICE LINE ON SOUTH SIDE OF WATER METER (OUTSIDE OF METER FIT). REMOVE ONE SECTION OF CITY SIDEWALK (AS INDICATED ON THE SKETCH DRAWING) TO ACCOMMODATE TRENCH EXCAVATION (18" DEEP). ROUTE NEW LINE TO NE TRAILER LOCATION AND CONNECT SERVICE TO ALL THREE TRAILERS. PROVIDE PIPE SUPPORT AS REQUIRED FOR LINES SUSPENDED BENEATH TRAILERS.

4 UPON COMPLETION OF TRAILER USE, REMOVE TEMPORARY WATER LINE AND PERMANENTLY CAP CONNECTION TO MAIN SERVICE LINE. BACKFILL AND COMPACT TRENCH. PATCH ASPHALT TO MATCH PRE-EXISTING CONDITION. PLACE NEW 4" CONCRETE SIDEWALK AS PER CITY CODE. PLACE NEW SOD IN LAWN AREAS.

4 SECURE SUFFICIENT TEMPORARY POWER TO TRAILERS AS PER APPLICABLE ELECTRICAL CODES.

5 CONSTRUCT WOODEN ACCESS DECKS WITH STAIRS/RAMPS AS INDICATED ON THE SKETCHES. RAMPS TO BE CONSTRUCTED AS PER HANDICAP ACCESS CODE REQUIREMENTS BASED ON ACTUAL FIELD LOCATION OF TRAILERS. RAMP/STAIRS TO BE REMOVED UPON COMPLETION OF REMEDIATION ACTIVITIES. LOCATE NEW STAIRS/RAMP LANDINGS TO SPAN BETWEEN TRAILERS TO PROVIDE REQUIRED ACCESS TO MULTIPLE DOORWAYS.

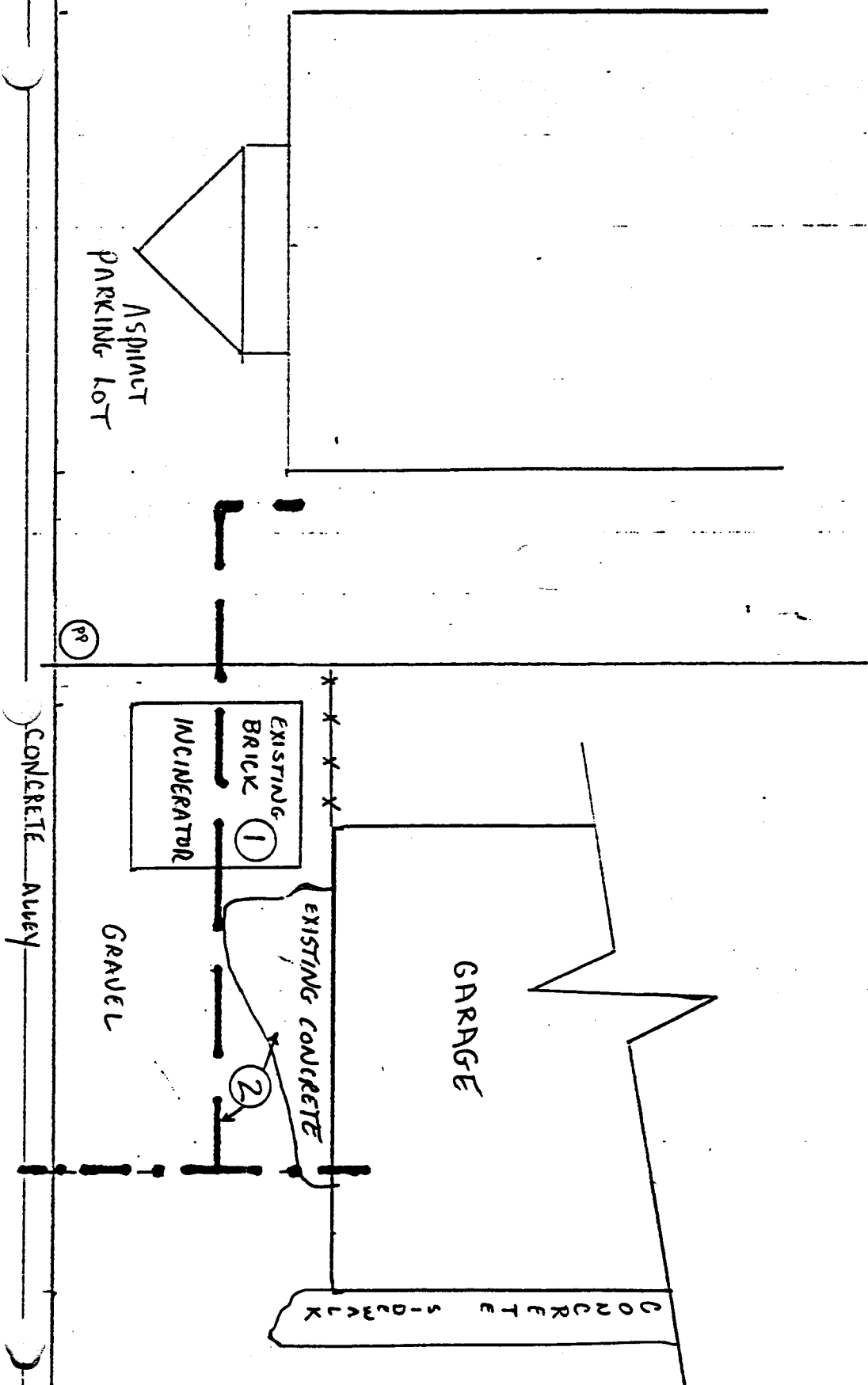
CT-00393-CH

720 GRAND AVE

TEMPORARY TRAILER SET UP

43 200 20 SHEETS 1 SQUARE
43 200 20 SHEETS 2 SQUARE
43 200 20 SHEETS 3 SQUARE

SCALE 1/4" = 1'



CITY OF GRAND JUNCTION
PETITION FOR VARIANCE



DATE RECEIVED: _____

FILE NO.: _____

RECEIVED BY: _____

RECEIPT NO.: _____

PROPERTY OWNER: Prince, Katherine B. Prince, David E

MAILING ADDRESS: 1059 Ouray Grand Junction CO 81501

PHONE: (HOME) 303 242-3597 (WORK) 244-3529

I (We), the undersigned, hereby petition for a variance on the property located at:

ADDRESS: 1059 Ouray Grand Junction Co 81501 / Lots 15+16 blk 68

TAX SCHEDULE #: 2945-14141008 ZONE CLASSIFICATION RmF. 32

1. Section(s) of the City of Grand Junction Zoning and Development Code which are requested to be varied:

eg from 11th street to garage 15' to 12 1/2'

eg from ally to garage 10' to 2'

South of Ouray and west of 11th Street North of Grand

2. Ten (10) copies of the project narrative. In the Project Narrative, state what the variance request is, the purpose of the variance and the unnecessary hardship or practical difficulty in meeting the requirements of the Zoning and Development Code (see handout).

3. One (1) copy of a list of the petitioners' name(s) and address(es) and the names and addresses of all adjacent property owners within 200 feet of all boundaries of the property typed on a form provided by the Community Development Department.

4. Ten (10) copies of a site plan showing location of the property, existing buildings, distance from property lines, the dimensions of the variance, and abutting street names (8 1/2" x 11" or 11" x 17").

5. Ten (10) reduced copies of an Assessor's map of the area with the parcel outlined in red (8 1/2" x 11" or 11" x 17").

6. One (1) copy of a legal description of the property the variance is requested for as listed on the deed (see #11 on reverse side).

7. One (1) original and nine (9) copies of the front page of this form, completed, including all signatures.

8. Five (5) copies of the Review Agency Cover Sheet (provided by the Community Development Department); 1 each for: City Engineer, Building Department, Fire Department, Assistant City Attorney and Community Development.

9. Submittal fee of \$115.00.

I (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 RESPONSIBILITY TO MONITOR THE STATUS OF THE APPLICATION. WE RECOGNIZE THAT WE, OURSELVES, OR OUR REPRESENTATIVE MUST BE PRESENT AT ALL HEARINGS. IN THE EVENT THAT THE PETITIONER IS NOT REPRESENTED, THE ITEM WILL BE DROPPED FROM THE AGENDA, AND AN ADDITIONAL FEE CHARGED TO COVER RESCHEDULING EXPENSES BEFORE IT CAN AGAIN BE PLACED ON THE AGENDA.

Katherine B Prince
Signature of Property Owner

David E Prince
Signature of Joint Property Owner

4/27/92
Date

4-27-92
Date