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File 1976-0046

Date 1/25/00

Project Name: Grand Manor

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, not all entries designated to be scanned are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been included.</p> <p>Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file.</p> <p>Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc.</p>			
X	X	*Summary Sheet – Table of Contents			
		Application form			
		Receipts for fees paid for anything			
		*Submittal checklist			
		*General project report			
		Reduced copy of final plans or drawings			
		Reduction of assessor's map			
		Evidence of title, deeds			
		*Mailing list			
		Public notice cards			
		Record of certified mail			
		Legal description			
		Appraisal of raw land			
		Reduction of any maps – final copy			
		*Final reports for drainage and soils (geotechnical reports)			
		Other bound or nonbound reports			
		Traffic studies			
		Individual review comments from agencies			
		*Consolidated review comments list			
		*Petitioner's response to comments			
		*Staff Reports			
		*Planning Commission staff report and exhibits			
		*City Council staff report and exhibits			
		*Summary sheet of final conditions			
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)			
<u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u>					
X	X	Follow-Up Form	X	X	Letter from Ronald Mesec to Don Warner – 3/30/77
X		Review Sheets	X	X	Letter from Ron Mesec to Don Warner – 6/31/76
X	X	Letter from Karl Metzner to Ronald R. Mesec – 6/1/77	X	X	Letter from Ron Mesec to Don Warner – 6/10/76
X	X	Letter from Gary Hoshiyama to Don Warner - 4/28/78	X	X	Letter from Donald Dirksen to Mayor Kozisek – 6/8/76
X	X	Letter from Ronald Rish to F.P.I. – 4/3/78	X	X	Preliminary Proposal sent to Housing Finance
X	X	Letter from Del Beaver to City – 11/9/77	X	X	Letter from Ronald Rish to Steve Mueller – 9/10/79
X		Letter from Ken Idleman to Federal Projects, Inc. – no date	X	X	Memo from Ron Rish to Jim Patterson – 8/23/79
X	X	Letter from J.E. Patterson to Chuck Hutchinson – 4/20/78	X	X	Letter from Ron Rish to Thomas Underly – no date
X		Letter from Hal Treadaway to Don Warner – 6/28/78	X		Site Plan
X	X	Letter from Ron Rish to Edward Settle – 9/23/77			
X	X	Letter from Ron Rish to Edward Settle – 6/21/77			
X	X	Letter from Karl Metzner to Chuck Hutchinson – 8/3/77			
X		Letter from Ronald Mesec to City – 7/11/77			
X	X	Letter from Ronald Mesec to Don Warner – 5/26/77			

Subdivision Revised Plan - GRAND MANOR
 Date 7/9/76 Item # 46-76
 Petitioner FEDERAL PROJECTS, INC.

Revised Plan

Review Agencies Comments

Final

Review Agencies Comments

- ① City Utilities - Trash loc. to be accessible to front end loading trucks. Sewer & WATER LINES private or public?
- ② City Engineer - 28 1/4 pavement to 1/4 sec. line. Relocate or pipe ditch. Will require A STORM DRAINAGE PLAN.
- ③ Traffic - SOUTH PARKING lot should have one way operation OR ONE TWO WAY DRIVE.
- ④ NYS Bell - Require 10' EASEMENT along east edge of 28 1/4.

Action Taken

P.C. Approved 27 July 77

C.C. Approved 17 Aug 77

Comments

Action Taken

P.C. _____

C.C. _____

Comments

- 1) on site storage rec. veh.
- 2) parks dept. To address size of trees & type species.
- 3) screening fencing on east.
- 4) 2 largest parking lots to be one way.
- 5) trees to screen parking area one per 6 spaces.

ITEMS REQUIRED FROM DEVELOPER

- Check Utility Agreement Title Investigation
- Drainage Landscaping Covenants
- Improvements Guarantee Annexation Other (Specify)

Subdivision GRAND MANOR BULK Development

Date 7-9-76

Item # 46-76

Petitioner R.A. Mesec, Fed, Projects Inc.

Preliminary Review Agencies Comments

Final Review Agencies Comments

① Eng. - STREET GRADES on 28 1/4 rd, dimensions ON STREETS & SIDEWALK & designs to be APPROVED BY ENGINEERING.

② P.S. requires blanket easement.

③ Fire dept. recommends 5 hydrants (see map)

④ Staff - require deeds for R.O.W. (50' Brittany, 40' 28 1/4) (improvements on 28 1/4 rd to be resolved w. Dev. Dept. & city engineer.

⑤ Parks - some species AS SHOWN WILL NOT GROW IN THIS AREA

Action Taken

P.C. Approved July 28, 1976

C.C. Approved Sept. 1, 1976

Comments

Subject to landscape review by PARKS, power of attorney to join improvement district, CONSTRUCTION to begin within 9 mos. OR DEV. to return to P.C. w. extension request.

Action Taken

P.C. _____

C.C. _____

Comments

no red line Richard Ave
left

ITEMS REQUIRED FROM DEVELOPER

- Check
- Drainage
- Improvements
- Utility Agreement
- Landscaping
- Guarantee
- Title Investigation
- Covenants
- Annexation
- Other (Specify)

CERTIFICATION OF

COLORADO HOUSING FINANCE AUTHORITY

PURSUANT TO 24CFR, Section 883.305

Application Stage

In regard to the accompanying Application For Assignment of Portion Of Set-Aside to Specific Project, the Colorado Housing Finance Authority does hereby certify that:

(a) A public announcement has been made that it has been allocated a set-aside in accordance with Section 883.104(c) of Title 24, Chapter VIII of the Code of Federal Regulations;

(b) After taking into account any approved Local Housing Assistance Plans, that the provisions of Section 883.304(b) of Title 24, Chapter VII of the Code of Federal Regulations regarding justification for new construction or substantial rehabilitation have been met;

(c) That there is a need for housing assistance for the number and size of units applied for, based on a statewide housing needs study which includes needs data of the county in which the development is proposed and;

(d) That the proposed development compliments the allocation program established by the Denver Regional Office of the Department of Housing and Urban Development.

COLORADO HOUSING FINANCE AUTHORITY

By: _____

Walter Kame
Executive Director

Date: _____

5/21/76

SECTION HOUSING FINANCE AGENCY
APPLICATION FOR ASSIGNMENT OF PORTION OF
SET-ASIDE TO SPECIFIC PROJECT

INTERNAL USE ONLY
0000-0000-0000

OFFICIAL NAME OF HOUSING FINANCE AGENCY (HFA) COLORADO HOUSING FINANCE AUTHORITY
MAILING ADDRESS OF HFA 1115 GRANT STREET, DENVER, CO. 80203

PERSON AUTHORIZED TO SIGN FOR THE HFA WALTER C. KANE, EXECUTIVE DIRECTOR
DATE 5/21/76

HFA hereby requests assignment of \$ 392,136, representing the following number of 110, from its set-aside for use in the project described as follows:

A. TYPE OF PROJECT (Check one only)
NEW CONSTRUCTION SUBSTANTIAL REHABILITATION EXISTING

B. METROPOLITAN/NON-METROPOLITAN
 METROPOLITAN NON-METROPOLITAN

C. LOCATION OF PROPOSED PROJECT

MUNICIPALITY (City, Town, etc.)	COUNTY	CONGRESSIONAL DISTRICT	NUMBER OF DWELLING UNITS
GRAND JUNCTION	MESA	FOURTH	110

D. NUMBER OF UNITS/ASSISTED UNITS

TOTAL NUMBER OF UNITS IN PROJECT	NUMBER OF UNITS FOR ELDERLY	TOTAL NUMBER OF ASSISTED UNITS	NUMBER OF ASSISTED UNITS FOR ELDERLY
110	110	110	110
NUMBER OF UNITS FOR NON-ELDERLY	NUMBER OF ASSISTED UNITS FOR NON-ELDERLY		
110	110		

E. LIMITATION ON PERCENTAGE OF ASSISTED FAMILIES IN PROJECT
The project is for more than 50 units not designed for use primarily by the elderly, handicapped or disabled, the number of assisted families will be limited to 20 percent or less of the units in the project. YES NO

F. SCHEDULE OF BUILDINGS AND DWELLING UNITS

BUILDING DES/	NO. BLDGS.	NO. STORIES	NO. OF D.U.'S BY BEDROOM COUNT								NO. OF UNITS	
			ELDERLY, HANDICAPPED OR DISABLED			NON-ELDERLY						
			EFFIC.	1-BR.	2-BR.	1-BR.	2-BR.	3-BR.	4-BR.	5-BR.		6-BR.
.U.	9	2				14	72	24				110

G. AVERAGE ANTICIPATED GROSS RENT

BUILDING DES/	NO. OF D.U.'S BY BEDROOM COUNT	NO. OF D.U.'S BY BEDROOM COUNT										
		ELDERLY, HANDICAPPED OR DISABLED			NON-ELDERLY							
		EFFIC.	1-BR.	2-BR.	1-BR.	2-BR.	3-BR.	4-BR.	5-BR.	6-BR.		
.U.					40488	247968	103680					

H. ATTACH CERTIFICATIONS
That, based upon the HFA's statewide housing needs study or on HFA study of this market area, there is need for housing assistance for the number and size of units applied for; and
That there exists one of the necessary conditions prescribed in 24 CFR. Part 1278, Section 304(b), specifying that condition:

FOR HUD FIELD OFFICE ONLY
RKS

HUD FIELD OFFICE RECOMMENDATIONS

RECOMMENDATION	SIGNATURE	DATE
	DIRECTOR, EQUAL OPPORTUNITY DIVISION	
	AREA COUNCIL	
	AREA COUNCIL	
	DIRECTOR, HOUSING MANAGEMENT DIVISION	
	DIRECTOR, COMMUNITY PLANNING AND DEVELOPMENT DIVISION	

GRAND MANOR - GRAND JUNCTION, COLORADO

SECTION 8 PRELIMINARY PROPOSAL

FEDERAL PROJECTS, INC.

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- A. FHA 2013
- B. Location Map
- C. Site Sketch Plan
- D. Recreation/Utility Building - Floor Plan
- E. Three Bedroom Unit - Floor Plan
- F. Site Option Agreement
- G. FHA 2010 - Equal Employment Opportunity Certification
HUD 41901 - Assurance of Compliance
HUD 915 - Owner's Assurance of Compliance
- H. FHA 2530 - Sponsor
Previous Participation Schedule
Officer's Qualifications and Experience
Personal Financial & Credit Statement of Sponsors
- I. Additional Information
Building Elevations, One and Two Bedroom Floor Plans,
Utility Building Plans; Attached

APPLICATION - PROJECT MORTGAGE INSURANCE

Project Name **GRAND MANOR** Project No. _____

TO: _____ and the FEDERAL HOUSING COMMISSIONER.

The undersigned hereby requests a loan in the principal amount of \$ 2,518,400.00 to be insured under the provisions of Section 221(d) (4) of the National Housing Act, said loan to be secured by a first mortgage on the property hereinafter described.
Insurance of advances during construction is, is not desired. Feasibility Conditional Firm
Type of Mortgagor: PM LD B-S NP Permanent Mortgage Interest Rate 8 1/2 %.

A. LOCATION AND DESCRIPTION OF PROPERTY:

1. Street Nos. E Side 28 1/2 Rd	2. Street Orchard N Side Avenue	3. Municipality Grand Junction	4. Census Tract	5. County Mesa	6. State and ZIP Code Colorado
7. Type of Project: <input type="checkbox"/> Row (T.H.) <input type="checkbox"/> Elevator <input type="checkbox"/> Detached <input checked="" type="checkbox"/> Walkup <input type="checkbox"/> Semi-Detached	8. No. Stories 2	9. Foundation: <input checked="" type="checkbox"/> Slab on Grade <input type="checkbox"/> Full Bsmt. <input type="checkbox"/> Partial Bsmt. <input type="checkbox"/> Crawl Space	9.a Basement Floor: <input type="checkbox"/> Structural <input type="checkbox"/> Slab on Grade		
10. <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Existing	11. Number of Units Revenue 110 Non-Rev. 0	12. No. Bldgs. 9	13. List Accessory Bldgs. and Area Comb. Rec & Utility 1728 One (1) Utility 704	13. a List Recreation Facilities and Area 1.43 Acre Play Area Two Tot Lots	

14. Dimensions: ft. by _____ ft. or 435,600 q. ft.		16. Yr. Built	16.a <input type="checkbox"/> Manufactured Housing <input checked="" type="checkbox"/> Conventionally Built <input type="checkbox"/> Modules <input type="checkbox"/> Components
15. Zoning: (If recently changed, submit evidence) R2A, City, Multi-Family		16. Exterior Finish Siding	17. Structural System Wood Frame
		17.a Floor System Slab	18. Heating - A/C System GFA

B. INFORMATION CONCERNING LAND OR PROPERTY:

19. Date Acquired 4/16/76 Optioned	20. Purchase Price \$ 125,000	21. Additional Costs Paid or Accrued Off-Site \$ 48,000	22. If Leasehold, Annual Ground Rent	23.a Total Cost \$ 173,000	23.b Outstanding Balance \$ 173,000	Relationship - Business, Personal or Other Between Seller and Buyer Business
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25. Utilities - Public <input checked="" type="checkbox"/> Community <input type="checkbox"/> Distance From Site	26. Unusual Site Features -
Water <input checked="" type="checkbox"/> in Orchard	<input type="checkbox"/> Cuts <input type="checkbox"/> Fills <input type="checkbox"/> Rock Formations <input type="checkbox"/> Erosion <input type="checkbox"/> None
Sewers <input checked="" type="checkbox"/> in Orchard	<input type="checkbox"/> Poor Drainage <input type="checkbox"/> High Water Table <input type="checkbox"/> Retaining Walls
	<input type="checkbox"/> Other (Specify) _____ <input checked="" type="checkbox"/> Off Site Improvements

C. ESTIMATE OF INCOME:

27. No. of Each Family Type Unit	Living Area (Sq. Ft.)	Composition of Units	Unit Rent Per Month	Total Monthly Rent For Unit Type
14	604	1BR, L, K, DA, B	\$ 241.00	\$ 3,374.00
72	798	2BR, L, K, DA, B	287.00	20,664.00
24	928	3BR, L, K, DA, B	360.00	8,640.00
All Section 8				

28. TOTAL ESTIMATED RENTALS FOR ALL FAMILY UNITS **\$ 32,678.00**

29. No. Parking Spaces--

<input type="checkbox"/> Attended	Open Spaces 165 @ \$ N/C per month
<input checked="" type="checkbox"/> Self Park	Covered Spaces _____ @ \$ _____ per month

30. Commercial

Area-Ground Level _____ Sq. Ft. @ \$ _____ per sq. ft./mo.
Other Levels _____ Sq. Ft. @ \$ _____ per sq. ft./mo.

31. **110 Units at 2.50 Laundry Income 275.00**
TOTAL ESTIMATED GROSS PROJECT INCOME AT 100% OCCUPANCY **\$ 32,953.00**

32. TOTAL ANNUAL RENT (Item 31 x 12 months) **\$395,436.00**

33. Gross Floor Area-- 91,678 + 2,432 = 91,410 Sq. Ft.	34. Net Rentable Residential Area-- 88,184 Sq. Ft.	35. Net Rentable Commercial Area-- None Sq. Ft.
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36. NON-REVENUE PRODUCING SPACE

Type of Employee	No. Rms.	Composition of Unit	Location of Unit in Project

D. EQUIPMENT AND SERVICES INCLUDED IN RENT: (Check Appropriate Items)

<p>37. EQUIPMENT</p> <p><input checked="" type="checkbox"/> Ranges (Gas or Elec.) <input checked="" type="checkbox"/> Disposal</p> <p><input checked="" type="checkbox"/> Refrig. (Gas or Elec.) <input type="checkbox"/> Dishwasher</p> <p><input type="checkbox"/> Air Cond. (Equip. Only) <input checked="" type="checkbox"/> Carpet</p> <p><input checked="" type="checkbox"/> Kitchen Exhaust Fan <input checked="" type="checkbox"/> Drapes</p> <p><input type="checkbox"/> Laundry Facilities <input checked="" type="checkbox"/> Other (Specify)</p> <p>Two (2) Coin-Op Laundries</p> <p>One (1) Rec Bldg, Two (2) Tot Lots</p>	<p>38. SERVICES</p> <p>GAS: <input checked="" type="checkbox"/> Heat <input type="checkbox"/> Hot Water</p> <p><input checked="" type="checkbox"/> Cooking <input type="checkbox"/> Air Conditioning</p> <p>ELEC.: <input type="checkbox"/> Heat <input type="checkbox"/> Hot Water</p> <p><input type="checkbox"/> Cooking <input type="checkbox"/> Air Conditioning</p> <p><input checked="" type="checkbox"/> Lights, Etc., in Unit</p> <p>OTHER FUEL: <input type="checkbox"/> Heat <input type="checkbox"/> Hot Water</p> <p><input checked="" type="checkbox"/> WATER <input checked="" type="checkbox"/> OTHER Trash Removal</p>	<p>39. Special Assessments:</p> <p>a. <input type="checkbox"/> Prepayable <input type="checkbox"/> Non-Prepayable</p> <p>b. Principal Balance \$ _____</p> <p>c. Annual Payment \$ _____</p> <p>d. Remaining Term _____ Years</p>
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E. ESTIMATE OF ANNUAL EXPENSE:

ADMINISTRATIVE--	
1. Advertising	\$ _____
2. Management	_____
3. Other	_____
4. TOTAL ADMINISTRATIVE	\$ _____
OPERATING--	
5. Elevator Main. Exp.	\$ _____
6. Fuel (Heating and Domestic Hot Water)	_____
7. Lighting & Misc. Power	_____
8. Water	_____
9. Gas	_____
10. Garb. & Trash Removal	_____
11. Payroll	_____
12. Other	_____
13. TOTAL OPERATING	\$ _____
MAINTENANCE--	
14. Decorating	\$ _____
15. Repairs	_____
16. Exterminating	_____
17. Insurance	_____
18. Ground Expense	_____
19. Other	_____
20. TOTAL MAINTENANCE	\$ _____
21. Replacement Reserve (.0060 x total for structures Line 41)	\$ _____
22. TOTAL EXPENSE	\$ _____
TAXES--	
23. Real Estate: Est. Assessed Val. \$ _____ @ \$ _____ per \$1000-	\$ _____
24. Personal Prop. Est. Assessed Val. \$ _____ @ \$ _____ per \$1000-	_____
25. Empl. Payroll Tax	_____
26. Other	_____
27. Other	_____
28. TOTAL TAXES	\$ _____
29. TOTAL EXPENSE & TAXES	\$ <u>115,500</u>

F. INCOME COMPUTATIONS:

30. Estimated Project Gross Income (Line C32 Page 1)	\$ <u>395,436</u>
31. Occupancy (Entire Project) Percentage	<u>95</u> %
32. Effective Gross Income (Line 30 x 31)	\$ <u>375,664</u>
33. Total Project Expenses (Line 29)	\$ <u>115,500</u>
34. Net Income to Project (Line 32 - Line 33)	\$ <u>260,164</u>
35. Expense Ratio (Line 29 ÷ Line 32)	<u>30.75</u> %

H. TOTAL REQUIREMENTS FOR SETTLEMENT:

1. DEVELOPMENT COSTS (Line 71)	\$ <u>2,625,328</u>
2. LAND INDEBTEDNESS (or Cash required for land acquisition)	\$ <u>125,000</u>
3. SUBTOTAL (Line 1 + 2)	\$ <u>2,750,328</u>
4. Mortgage Amount	\$ <u>2,518,400</u>
5. Fees Paid by Other Than Cash	\$ <u>238,666</u>
6. Line 4 + Line 5	\$ <u>2,757,066</u>
7. CASH INVESTMENT REQUIRED (Line 3 - 6)	\$ <u>(6,738)</u>
8. INITIAL OPERATING DEFICIT	\$ <u>---</u>
9. ANTICIPATED DISCOUNT	\$ <u>---</u>
10. Working Cap. (2% of Mtge. Amount)	\$ <u>50,368</u>
11. Off-site Construction Costs	\$ <u>48,000</u>
12. TOTAL ESTIMATED CASH REQUIREMENT (Lines 7 + 8 + 9 + 10 + 11)	\$ <u>91,630</u>

I. ATTACHMENTS: (Required Exhibits)

1. Location Map
2. Evidence of Site Control (Option or Purchase) and Legal Description of Property
3. Form 2010 Equal Employment Opportunity Certification
4. Form 3433 Eligibility as Non-Profit Corporation
5. Evidence of Last Arms-Length Transaction Price
6. Sketch Plan of Site
7. Management Plan
8. Affirmative Marketing Plan

G. ESTIMATED REPLACEMENT COST:

▲ 36a. Unusual Land Improvements	\$ _____
▲ 36b. Other Land Improvements	\$ _____
▲ 36c. Total Land Improvements	\$ _____
STRUCTURES--	
▲ 37. Main Buildings	\$ _____
▲ 38. Accessory Buildings	_____
▲ 39. Garage	_____
▲ 40. All other Buildings	_____
▲ 41. TOTAL STRUCTURES	\$ _____
▲ 42. General Requirements	\$ _____
FEES--	
▲ 43. Builder's Gen. Overhead @ _____ %	\$ _____
▲ 44. Builder's Profit @ _____ %	_____
▲ 45. Arch. Fee-Design @ _____ %	_____
▲ 46. Arch. Fee-Supvr. @ _____ %	_____
▲ 47. Bond Premium	_____
▲ 48. Other Fees	_____
▲ 49. TOTAL FEES	\$ _____
50. TOT. for all Imprints. (Lines 36c, 41, 42 & 49)	\$ <u>2,081,027</u>
51. Cost Per Gross Sq. Ft. - <u>91,410</u>	\$ <u>22.76</u>
52. Estimated Construction Time	<u>15</u> Months
CARRYING CHARGES & FINANCING--	
▲ 53. Int. <u>15</u> Mos. @ <u>9</u> % on \$ <u>2,518,400</u>	\$ <u>141,660</u>
▲ 54. Taxes	<u>6,000</u>
▲ 55. Insurance	<u>6,000</u>
▲ 56. FHA Mtg. Ins. Pre. (<u>0.5%</u>)	<u>25,184</u>
▲ 57. FHA Exam. Fee (0.3%)	<u>7,555</u>
▲ 58. FHA Inspec. Fee (0.5%)	<u>12,592</u>
▲ 59. Financing Fee (<u>2</u> %)	<u>50,368</u>
▲ 60. AMPO (- %)	<u>---</u>
▲ 61. FNMA/GNMA Fee (<u>1½</u> %)	<u>37,776</u>
▲ 62. Title & Recording	<u>5,500</u>
63. TOTAL CARRYING CHGS. & FINANCING	\$ <u>292,635</u>
LEGAL AND ORGANIZATION--	
▲ 64. Legal	\$ _____
▲ 65. Organization	\$ _____
66. TOTAL LEGAL AND ORGANIZATION	\$ <u>13,000</u>
▲ 67. Supplemental Management Fund	\$ _____
▲ 68. Consultant Fee	\$ _____
69. Builder and Sponsor Profit & Risk	\$ <u>238,666</u>
70. Contingency Reserve	\$ _____
71. TOTAL EST. DEVELOPMENT COST (Excl. of Land or Off-site Cost) (50+63+66+67+68+69+70)	\$ <u>2,625,328</u>
72. LAND (Est. Market Price of Site) <u>435,600</u> sq. ft. @ \$ <u>397</u> per sq. ft.	\$ <u>173,000</u>
73. TOTAL ESTIMATED REPLACEMENT COST OF PROJECT (Add 71 + 72)	\$ <u>2,798,328</u>

Source of Cash to meet Requirements:	Amount
M.A. 2,518,400	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL	\$ _____

9. Environmental Statement
10. Personal Financial & Credit Statement of Sponsors
11. Form 2530 Previous Participation Certification
12. ▲ Form 2328 Contractor's and/or Mortgageor's Cost Breakdown
13. ▲ Architectural Exhibits - Preliminary
14. ▲ Architectural Exhibits - Final
15. ▲ Survey and FHA Form No. 2457
16. ▲ Evidence of Architect E & O Insurance Coverage
17. ▲ Copy of Owner Architect Agreement
18. ▲ Management Agreement

J. NAMES, ADDRESSES AND TELEPHONE NUMBERS OF THE FOLLOWING:

1. Sponsor(s)

FEDERAL PROJECTS, INC., 1640 Prudential Plaza Bldg., 1050 17th Street, Denver, Colorado 80202

2. General Contractor

▲ FEDERAL PROJECTS CONSTRUCTION, INC. - Same as above.

3. Architect

▲ FEDERAL PROJECTS, INC., Campus Commons, Suite 201, 350 University Ave., Sacramento, CA 95825

4. Sponsor's Attorney

▲ WILLIAM MICHAUD, 600 Montgomery Street, 31st Floor, San Francisco, California 94111

K. CERTIFICATION:

The undersigned, as the principal sponsor of the proposed mortgagor, certifies that he is familiar with the provisions of the Regulations of the Federal Housing Commissioner under the above identified Section of the National Housing Act and that to the best of his knowledge and belief the mortgagor has complied, or will be able to comply, with all of the requirements thereof which are prerequisite to insurance of the mortgage under such Section.

The undersigned further certifies that to the best of his knowledge and belief no information or data contained herein or in the exhibits or attachments listed herein are in any way false or incorrect and that they are truly descriptive of the project or property which is intended as the security for the proposed mortgage and that the proposed construction will not violate zoning ordinances or restrictions of record.

The undersigned agrees with the Federal Housing Administration that pursuant to the requirements of the FHA Regulations, (a) neither he nor anyone authorized to act for him will decline to sell, rent or otherwise make available any of the property or housing in the multifamily project to a prospective purchaser or tenant because of his race, color, religion or national origin; (b) he will comply with federal, state and local laws and ordinances prohibiting discrimination; and (c) his failure or refusal to comply with the requirements of either (a) or (b) shall be a proper basis for the Commissioner to reject requests for future business with which the sponsor is identified or to take any other corrective action he may deem necessary.

FEDERAL PROJECTS, INC.

Date May 21, 1976

Signed

H. E. Buddemeyer
H. E. Buddemeyer (Sponsor)

REQUEST FOR CONDITIONAL COMMITMENT

TO: FEDERAL HOUSING COMMISSIONER:

Pursuant to the provisions of the Section of the National Housing Act identified in the foregoing application and FHA Regulations applicable thereto, request is hereby made for the issuance of a conditional commitment to insure a mortgage covering the property described above.

After examination of the application and the proposed security, the undersigned considers the project to be desirable and is interested, subject to the issuance of a firm commitment by FHA, in making a loan in the principal amount of \$ _____, which will bear interest at _____%, will require repayment of principal over a period of _____ months according to an amortization plan to be agreed upon.

Insurance of advances during construction is, is not desired.

It is understood that the financing expense in the amount of \$ _____ is subject to adjustment so that the total will not exceed _____% of the amount of your commitment.

Herewith is check for \$ _____, which is in payment of the application fee required by said FHA Regulations.

Signed _____

(Proposed Mortgagee)

(Address of Mortgagee)

REQUEST FOR FIRM COMMITMENT

TO: FEDERAL HOUSING COMMISSIONER:

Pursuant to the provisions of the Section of the National Housing Act identified in the foregoing application and FHA Regulations applicable thereto, request is hereby made for the issuance of a firm commitment to insure a mortgage covering the property described above.

After examination of the application and the proposed security, the undersigned considers the project to be desirable and is interested in making a loan in the principal amount of \$ _____, which will bear interest at _____%, will require repayment of principal over a period of _____ months according to amortization plan to be agreed upon.

insurance of advances during construction is, is not desired.

It is understood that the financing expense in the amount of \$ _____ is subject to adjustment so that the total will not exceed _____% of the amount of your commitment.

Herewith is check for \$ _____, which is in payment of the application and/or commitment fee required by said FHA Regulations.

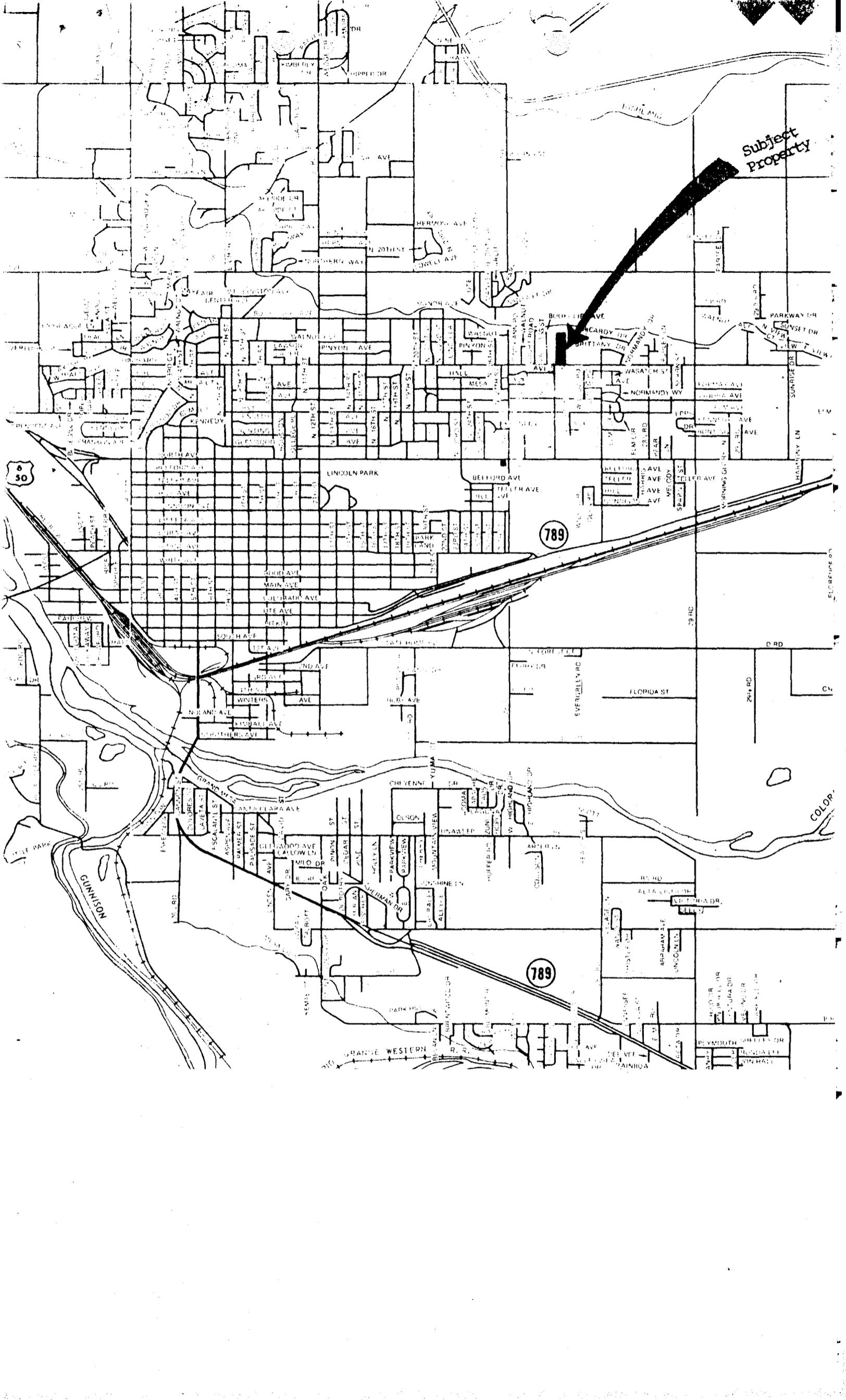
Signed _____

(Proposed Mortgagee)

(Address of Mortgagee)

FOR FHA USE ONLY

Date Rec.						
Amount						
Code						
Schedule						
Rec. By						



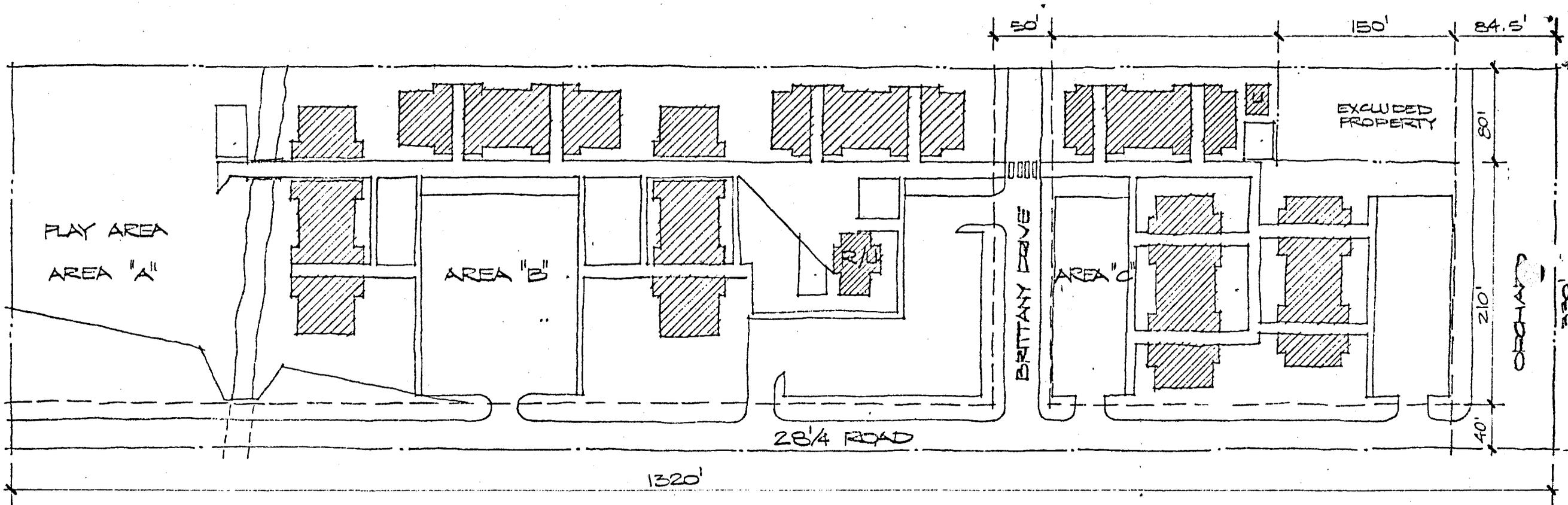
Subject Property

789

789

850

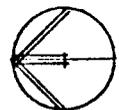
COLORADO



SKETCH PLAN

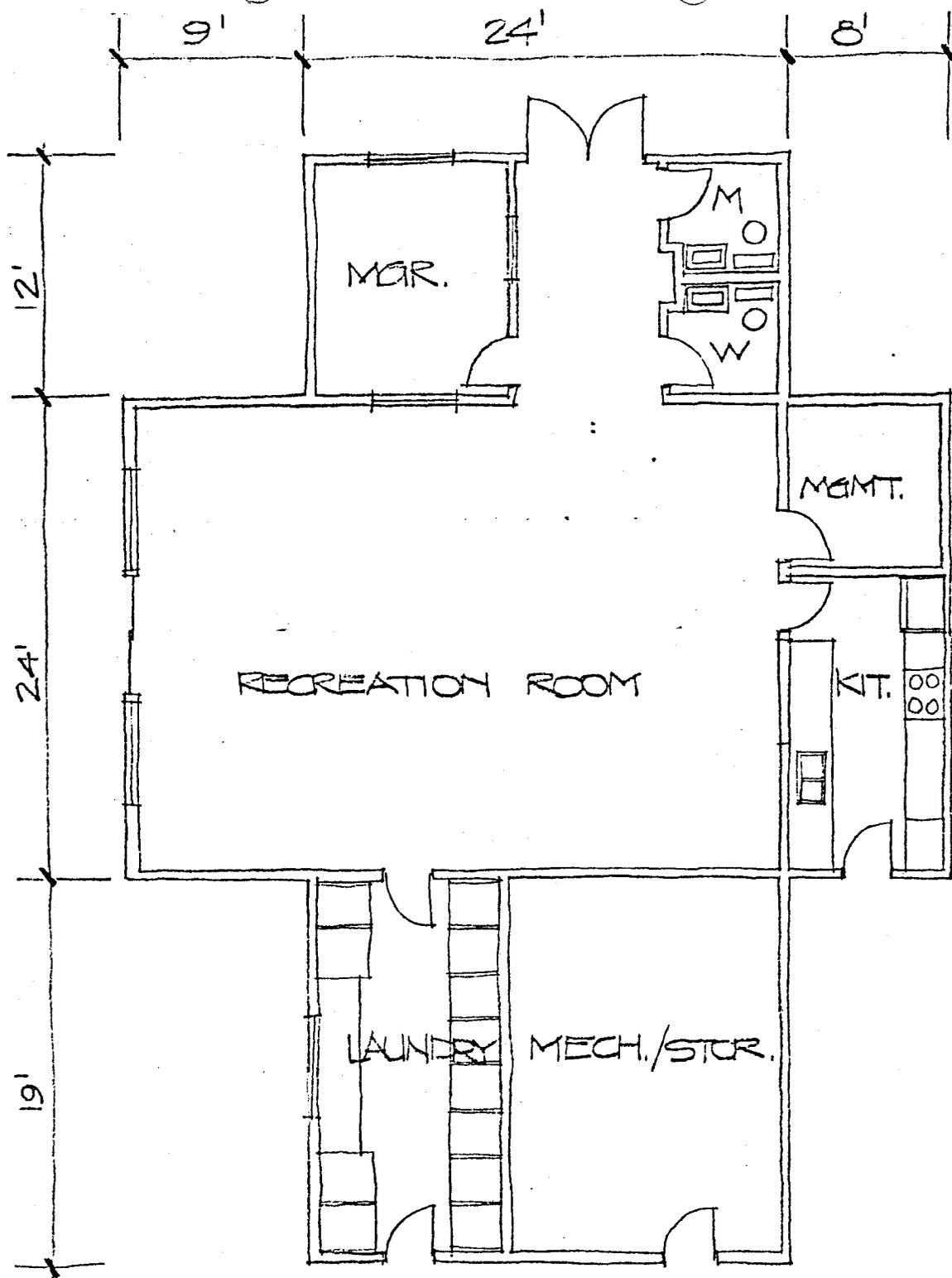
SCALE: 1" = 100'

GRAND JUNCTION

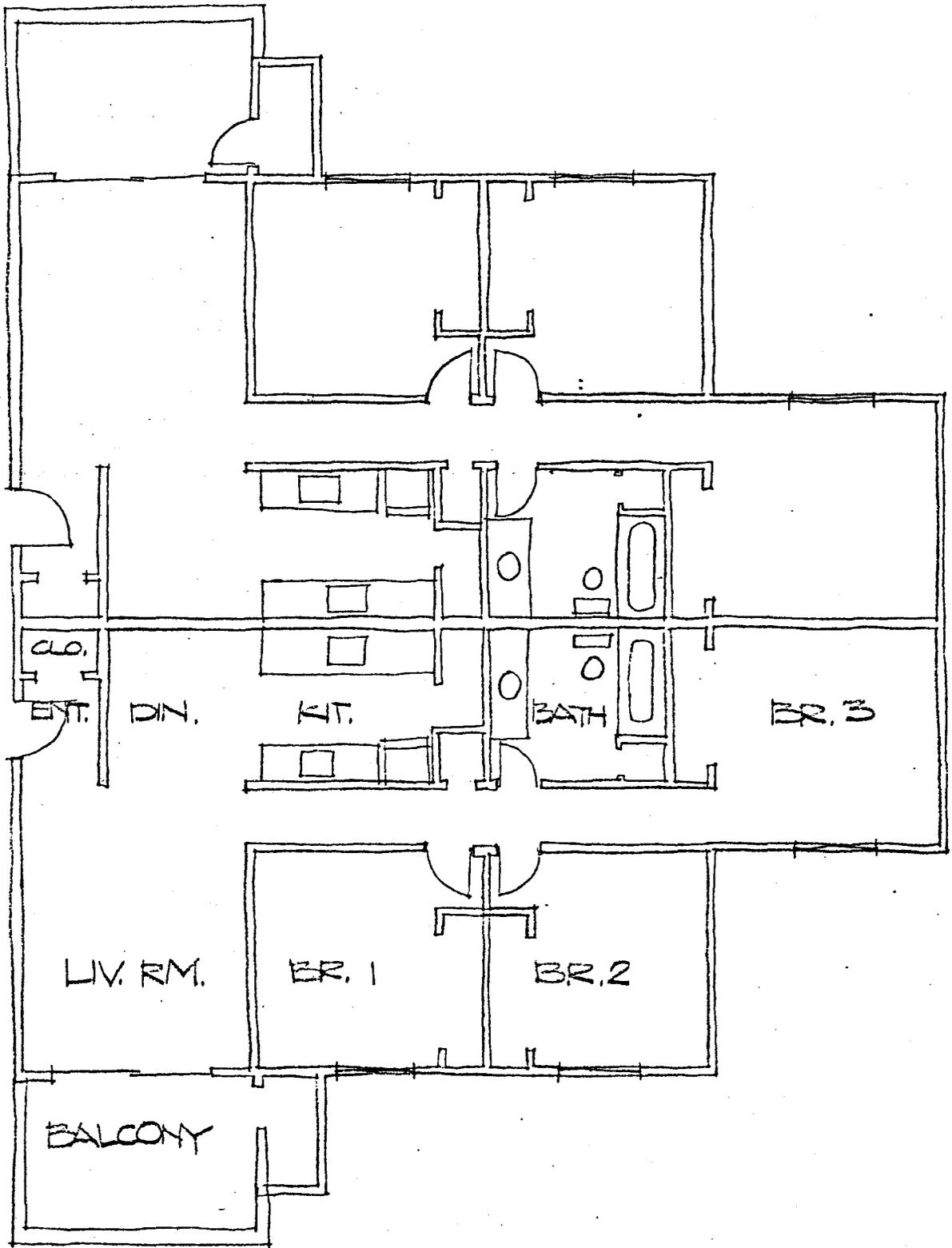


TABULATION

14 ONE BEDROOM UNITS	@ 629#	= 8806
72 TWO BEDROOM UNITS	@ 828#	= 59616
24 THREE BEDROOM UNITS	@ 969#	= 23256
<hr/>		
110 TOTAL UNITS		= 91678
RECREATION BLDG./UTILITY BLDG.		= 1728
UTILITY BLDG.		= 704
<hr/>		
TOTAL BLDG. AREA		= 94110
TOTAL PARKING = 165 SPACES		
TOTAL LAND AREA		= 10 AC.



RECREATION/UTILITY BLDG.
 1728 S.F. $\frac{1}{8}'' = 1'-0''$



2- THREE BEDROOM UNITS

969 # ca. $\frac{1}{8}'' = 1'-0''$

AGREEMENT AND OPTION TO PURCHASE LAND

This agreement reached this 16th day of April 1976 between Larry Dowd, a resident of Mesa County, Colorado, (hereinafter referred to as Owner), and FEDERAL PROJECTS, INC., 1640 Prudential Plaza Building, 1050 17th Street, Denver, Colorado 80202, (hereinafter referred to as FPI), for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, gives an exclusive Option to FPI, or assigns, to purchase a certain parcel of land; the legal description of which is:

The W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 1 South, Range 1 East of the Ute Meridian; excepting therefrom a tract of land described as follows: beginning at the Eastern intersection of this property and the Northern right-of-way line of Orchard Avenue, thence West 80', thence North 150', thence East 80', thence South 150' to the Point of Beginning in the City of Grand Junction, Mesa County, Colorado.

A. Seller warrants (1) that he is the legal owner of the property; (2) that no significant change in those facts shown by the Commitment to Insure dated June 27, 1975 would be disclosed by a new title examination; and (3) that the property is now zoned R2A in and by the City of Grand Junction.

B. FPI shall immediately direct and bear the costs of preliminary soil tests on subject property.

C. FPI shall prepare exhibits and documentation for submission to the City of Grand Junction Planning Commission for their consideration for a BULK DEVELOPMENT on subject property of not less than 96 units. It is anticipated by the parties that said submission shall be prepared by May 11, 1976 for consideration at the May 26, 1976 meeting of the Planning Commission.

D. In the event FPI shall terminate this agreement as hereinafter provided, FPI agrees to give to the Owner copies of and rights to the use of the exhibits and documents prepared above together with a copy of the soil test results.

E. FPI shall provide representation at the Hearing of the City of Grand Junction Planning Commission, and upon that Commission's decision and recommendation to the City Council of Grand Junction, shall provide representation at the Council Hearing also. Owner agrees to assist FPI in all ways possible at both Hearings to obtain a decision favorable to EPI.

F. Starting on the date of the final decision and approval of the City Council of Grand Junction, FPI shall pay interest to the Owner at the rate of 8% per annum on the purchase price of the property, as defined below. Such interest shall be payable by FPI to the Owner monthly and shall be due on the 10th of the month following the month it is accrued. All amounts so paid under this provision are to apply to the purchase price of the property and shall be so applied at the time of closing.

G. PURCHASE PRICE: Upon the Grand Junction City Council giving final approval for the development and construction of a BULK DEVELOPMENT of 96 or more living units on this property which is satisfactory to FPI, the interest in (F) above shall be computed on a purchase price of \$125,000.00 subject to the proration of taxes and insurance, and the application of previously paid interest amounts as provided for in (F) above.

H. In the event the City Council shall approve a number of units so as to make the project unfeasible in the opinion of FPI, or for any other reason whatsoever, FPI may terminate this agreement upon notice to the Owner. FPI agrees to so notify Owner as soon as practicable after such decision is reached by FPI.

I. Upon receipt of the final decision of the City Council of Grand Junction and upon the commencement of interest payments by FPI to the Owner, such interest payments shall continue to be made monthly, without interruption, for a maximum period of nine (9) consecutive months, such time period representing the maximum period of

this agreement and option to purchase. In the event FPI does not exercise its option to purchase the property during the option period, all sums paid as interest above shall belong to the Owner as additional consideration for entering into this agreement. FPI shall exercise its option by written notice mailed to Owner at the below address, and postmarked on or before the termination date of this Option, which shall be the end of the above-mentioned nine-month period but not later than March 16, 1977. In any event, upon exercise of the Option Owner shall deliver to FPI (1) A title insurance commitment or policy in the amount of the purchase price and showing a good, sufficient, and merchantable title to the subject property in Owner, Owner to pay the premium for said policy; and (2) A good and sufficient general warranty deed conveying said property to FPI and in the form attached hereto as Exhibit "A".

J. FPI agrees that this agreement shall not be recorded with any public office, and in the event FPI should record this document, the entire balance shall become due and payable within fifteen (15) days.

Entered into this 16th day of April 1976 in the County of Mesa, State of Colorado.

FPI:
FEDERAL PROJECTS, INC.
A California Corporation

BY: Van F. Crichfield
Van F. Crichfield - Vice President

OWNER

BY: Lawrence B. Dowd
Lawrence B. Dowd
2660 Paradise Drive
Grand Junction, Colorado 81501

Mailing Address:
P. O. Box 363
Grand Junction, Colorado 81501

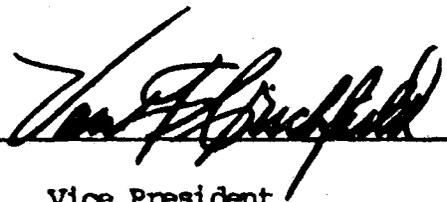
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that it is the "applicant" within the meaning of § 200.410 of the FHA Regulations and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving FHA assistance, or against any applicant for such employment, because of race, color, religion, sex, or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The applicant further agrees to the following:

- (1) It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to an FHA program, the equal opportunity clause required by § 200.420 of the Regulations;
- (2) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any FHA assisted construction work: Provided, That if the applicant so participating is a state or local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract;
- (3) It will assist and cooperate actively with the FHA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor;
- (4) It will furnish the FHA and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the FHA in the discharge of FHA's primary responsibility for securing compliance;
- (5) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order;
- (6) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHA or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order; and
- (7) In the event that it fails or refuses to comply with its undertaking, the FHA may cancel, terminate or suspend in whole or in part any contractual arrangements the FHA may have with the applicant; may refrain from extending any further assistance to the applicant under any FHA programs until satisfactory assurance of future compliance has been received from such applicant; or may refer the case to the Department of Justice for appropriate legal proceedings.

Name of applicant: FEDERAL PROJECTS, INC.
1640 Prudential Plaza
1050 Seventeenth Street
Address: Denver, Colorado 80202

Signed By: 
Title: Vice President
Date: July 9, 1975

EXCERPTS FROM FHA REGULATIONS

(Copy of complete FHA
Regulations may be ob-
tained from FHA Insur-
ing Office)

§ 200.410 Definition of term "applicant".

(a) In any mortgage or loan insurance transaction under this chapter where the Commissioner will control the mortgagor either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in § 200.415 shall mean the mortgagor.

(b) In any transaction other than one specified in paragraph (a), the term "applicant" as used in § 200.415 shall mean the developer, or the builder, dealer or contractor performing the construction, repair or rehabilitation work for the property owner.

§ 200.415 Agreement of applicant.

An applicant shall, prior to the Commissioner issuance of any commitment or other loan approval, agree (in a form prescribed by the Commissioner) that there shall be no discrimination against anyone who is employed in carrying out work receiving assistance pursuant to this chapter, or against any applicant for such employment, because of race, color, religion, sex, or national origin.

§ 200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The equal opportunity clause prescribed by the Commissioner pursuant to the regulations of the Secretary of Labor (41 CFR Chapter 60) shall be included in each nonexempt contract and subcontract for work receiving FHA assistance.

(b) Subcontracts less than \$50,000 may incorporate by reference the equal opportunity clause.

(c) The equal opportunity clause shall be deemed to be a part of each nonexempt contract or subcontract whether or not it is physically incorporated in such contract.

§ 200.425 Exemptions.

(a) Transactions of \$10,000 or under. Contracts and subcontracts not exceeding \$10,000 are exempt from the requirements of the equal opportunity clause. No contractor or subcontractor shall procure supplies or services in less than usual quantities to avoid applicability of the equal opportunity clause.

(b) Contracts and subcontracts for indefinite quantities. Contracts and subcontracts for indefinite quantities are exempt from the requirements of the equal opportunity clause if the amount to be ordered in a single year under any such contract will not exceed \$10,000.

(c) Work outside the United States. Contracts and subcontracts with regard to work performed outside the United States by employees who were not recruited within the United States are exempt from the requirements of the equal opportunity clause.

(d) Others. Other exemptions set forth in the regulations of the Secretary of Labor at 41 CFR Section 60-1.5 apply to transactions under this subpart.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

ASSURANCE OF COMPLIANCE
WITH DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

FEDERAL PROJECTS, INC.

(hereinafter called the

(Name)

"Applicant") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Housing and Urban Development, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department of Housing and Urban Development, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department of Housing and Urban Development.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal loans, advances, grants, properties, contracts or other Federal financial assistance extended after the date hereof to the Applicant by the Department of Housing and Urban Development, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

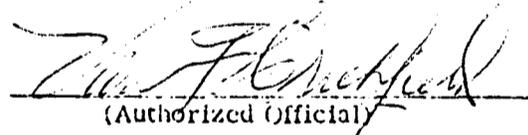
Dated April 16, 1976

FEDERAL PROJECTS, INC.

(Applicant)

1640 Prudential Plaza Bldg.
1050 17th Street, Denver, Colorado
(Applicant's Mailing Address and ZIP Code) **80202**

BY


(Authorized Official)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Section 8 Housing Assistance Payments Program

OWNER'S ASSURANCE OF COMPLIANCE WITH EXECUTIVE ORDER
11063 AND WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

I certify that I and anyone authorized to act for me shall comply with the provisions of Executive Order 11063 and of Title VIII of the Civil Rights Act of 1968, as amended. Neither I nor anyone authorized to act for me shall in the selection of families, in the provision of services, or in any other manner discriminate against any person on the grounds of race, color, creed, religion, sex or national origin.

FEDERAL PROJECTS, INC.

M. F. Drell, V.P.
(Signature of Owner)

April 16, 1976
Date

1640 Prudential Plaza Bldg.
1050 17th Street

Denver, Colorado 80202

(Owner's Mailing Address and Zip Code)

June 1, 1977

Mr. Ronald R. Masec
Federal Projects, Inc.
Prudential Plaza Bldg.
Suite 1640
1050 17th St.
Denver, Colorado 80202

Re: BULK DEVELOPMENT
GRAND MANOR, GRAND JUNCTION, COLORADO
PHA PROJECT NO. 101-35216-PM-L8

Dear Mr. Masec:

We have received and given preliminary ~~staff~~ review of your revised development plan for Grand Manor. The following are our initial comments concerning requirements which will have to be met. Other requirements may follow as a result of further review.

1. The following rights of way will have to be deeded prior to issuance of building permits:
 - 40' east of Land Line for 28 $\frac{1}{2}$ Road.
 - 50' for Brittany Drive.
 - 60' North of section line for Orchard Avenue.
2. Road construction must be as per city standards. It would be to your advantage to contact Ron Rish, the City Engineer, to get his requirements.
3. Open ditch on the south end of 28 $\frac{1}{2}$ Road must be piped as per city requirements and standard construction for 28 $\frac{1}{2}$ Road carried to Orchard Avenue.
4. Center Parking area should be redesigned to enter and exit on Brittany Drive.
5. As per previous approval, entrances to North Parking lot will be below grade upon extension of 28 $\frac{1}{2}$ Road north of the canal. This lot may have to have the entrance and exit moved further to the south.
6. Five fire hydrants will be required at location approved by city fire department.

If you have any questions concerning the above requirements please contact us at your convenience. We will require an additional ten copies of your development plan not later than June 18th to insure proper review.

Yours truly,

Karl G. Metzner
Planner I

KGM:dlw

cc: Larry Dowd
Ron Rish
Steve McKee

→ Don Warner



City of Grand Junction, Colorado

June 21, 1977

Mr. Edward J. Settle
Nelson, Haley, Patterson and Quirk, Inc.
760 Horizon Drive
Grand Junction, CO 81501

Dear Ed:

Re: Street designs for Grand Manor
FHA Project No. 101-35216-PM-L8

As requested, I have reviewed the street development requirements for the above project with Mr. Don Warner of our Development Department on June 17 and offer the following criteria for your guidance in designing 28 1/4 Road and Brittany Drive:

1. Brittany Drive should be designed to City standards which require 34 ft. wide bituminous pavement with 6 ft. wide monolithic vertical curb, gutter and sidewalk on both sides. The pavement section should be designed based on soil tests and using AASHTO, Asphalt Institute or other recognized pavement design procedures. Street concrete details including driveway aprons should conform to City Standard Drawing ST-1.
2. All street designs and construction should be in accordance with our Standard Specifications.
3. 28 1/4 Road is in the preliminary engineering stage of being designed as an arterial connection to Patterson Road. The enclosed profile should be followed in your design to insure coordination with our current planning for 28 1/4 Road.

As the profile shows, roadway fills of 15½ ft. occur adjacent to the most northerly proposed apartment and 12 to 14 ft. at the proposed north parking lot entrances. These potential fills were commented on to planning commission in my review of July, 1976, and are alluded to in Mr. Metzner's letter to Mr. Mesec of June 1, 1977. Because of these fills, it is recommended that the north parking lot entrance and exit be moved further south to where the 28 1/4 Road embankment is lower.

Because the final design for 28 1/4 Road is some time away, the initial construction (as part of Grand Manor development) should consist of 22 ft. wide bituminous pavement with graded shoulders only and should extend only from Orchard Avenue to

the revised location of the north parking lot entrance and exit. A temporary cul de sac will not be required at the north end since vehicles can turn around in the parking lot. Your client will be expected to grant a power of attorney for future installation of curb, gutter and sidewalk on the east side of 28 1/4 Road for the limits paved initially and for future full street improvements for the portion from where the initial pavement ends to their north property line. The 22 ft. bituminous pavement should be located with the west edge on the section line and should cross-slope on a plane section at 0.015 ft/ft to the east.

4. Your detailed construction plans and pavement design calculations should be submitted for my review and approval prior to bidding for construction in accordance with City policy as set forth in my "letter to consultants" dated February 15, 1977.

Thanks for your patience in this matter and please call if I can be of further assistance.

Very truly yours,

Ronald P. Rish, P.E.
City Engineer-Public Works

RPR/hm

Enclosure

cc w/Encl: Don Newton
Jim Patterson
Don Warner

August 5, 1977

Mr. Chuck Hutchinson
Federal Projects, Inc.
350 University Avenue, Suite 201
Sacramento, CA 95825

RE: BULK DEVELOPMENT - GRAND MANOR, FHA PROJECT NO.
101-35216-P1-L8

Dear Mr. Hutchinson:

The Grand Junction Planning Commission at their regularly scheduled meeting of July 27, 1977, approved your submittal for bulk development. Approval was subject to the following conditions and stipulations.

- A) Trash locations to be coordinated with City Utilities Department.
- B) Requirements as stated in letter from Tom Hish, City Engineer, to Ed Settle, MHPQ, dated June 21, 1977 (copy attached).
- C) West North and South parking lots to have one way operation.
- D) A screened area for on-site storage of recreational vehicles is to be provided.
- E) Screening fencing along east property line.
- F) Trees to screen parking areas.
- G) Review of specific types and sizes of trees/landscaping by City Parks Department.
- H) Easements for required right-of-way for 28-1/4' Road, Brittany Drive, and Orchard Avenue (40' for 28-1/4, 50' for Brittany, 60' for Orchard) in addition to a power of attorney to the City of Grand Junction for inclusion in an improvement district for 28-1/4 Road (if and when one is formed).

This item will go before the Grand Junction City Council on August 17, 1977. If you have any questions concerning this approval, please contact us prior to this date.

Yours truly,


Karl G. Metzner
Planner I

KGM:bc

cc: Mr. Ed Settle, MHPQ

File → Rel Beaver



City of Grand Junction, Colorado

September 23, 1977

Edward J. Settle, P.E.
Nelson, Haley, Patterson and Quirk, Inc.
760 Horizon Drive
Grand Junction, CO 81501

Dear Ed:

Re: Grand Manor - 28 1/4 Road and Orchard Avenue

As requested, I have reviewed the detailed construction plans for the public streets and storm drainage facilities for the above project as submitted with your letter of September 6, 1977. I have transmitted the waterline and sanitary sewer plans to Mr. Duane Jensen for his review and he will respond separately to you.

The following review comments should be addressed prior to my approval:

1. The storm drainage plan is approved as submitted.
2. The street profiles are approved except that a sag vertical curve of at least 50 feet and preferably 100 feet length should be provided at Brittany Drive P.I. Sta. 1+00.
3. The Brittany drive typical section should show the pavement cross-slope at 0.015 ft./ft., the mat of 2 inches, and the curb height at 6 inches.
4. The 28 1/4 Road typical section should show the width of the "steps" at the edges of the base and subbase.
5. Show 28 1/4 Road pavement edge radii at the intersection of Brittany Drive as 15 ft. and at the intersection of Orchard Avenue as 20 ft.
6. On the street plan sheet add the following note: "All street and storm drainage facilities construction within the dedicated right of way shall be in accordance with City of Grand Junction Standard Drawings ST-1 and ST-2 and in accordance with City of Grand Junction Detailed Street and Storm Drainage Construction Specifications, 1977". I am enclosing copies of same for your use and reference.

Edward J. Settle, P.E.
September 23, 1977
Page 2

7. You have not provided for necessary adjustments to the existing 15 inch CMP irrigation drain under Orchard Avenue at 28 1/4 Rd. and the ditch leading to it.
8. As related to you in my letter of June 21, 1977, the 22 ft. mat for 28 1/4 Road must be constructed with its west edge on the 1/16 Section Line which I believe is your clients' west property line. In spite of the tree problem you refer to in your letter, it is essential the street be constructed to the planned line and grade furnished to you with your letter of June 21, 1977. I have asked Don Warner to investigate the best procedure to remove this obstacle to doing the project correctly.
9. The construction plans should be stamped and signed by a licensed Engineer.
10. We have reviewed your pavement design calculations and take no exception to the resulting pavement thickness designs.

Upon resolution of the above comments please resubmit the plans for approval. If I can be of further assistance or if you have questions on any of the above, please do not hesitate to call.

Very truly yours,

Ronald P. Rish, P.E.
City Engineer, Public Works

RPR/hm

Enclosure

cc - Beaver ✓
Duane Jensen
Don Newton
Jim Patterson
Don Warner

November 9, 1977

To Whom It May Concern

Reference: FEDERAL PROJECTS, INCORPORATED - BULK DEVELOPMENT -
28½ ROAD AND ORCHARD AVENUE, GRAND JUNCTION,
COLORADO (GRAND MANOR)

Prior to the filing of the Grand Manor plan and prior to any development on the site, Federal Projects, Incorporated will be required to deed to the City of Grand Junction the West 40 feet of the site for 28½ right-of-way, the South 60 feet for Orchard Avenue right-of-way and a 50 foot right-of-way running east west and shown on the plan as Brittany Drive.

Sincerely,

Del Beaver
City Senior Planner

DB:dlw

*File in
Grand Manor
Folder*



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

April 3, 1978

F. P. I.
Community Developers
25 Cadillac Drive
Sacramento, California

Gentlemen:

Re: Grand Manor-Orchard Avenue and 28 1/4 Road

This letter will confirm that the City of Grand Junction will accept ownership and will operate and maintain the streets, sidewalks, sanitary sewers, and water lines in the dedicated right of ways and adjacent to Grand Manor upon completion of construction of these facilities in accordance with the approved plans and City specifications and upon final inspection and acceptance of these facilities by the City Engineer.

Very truly yours,

Ronald P. Rish, P.E.
City Engineer-Public Works

RPR/hm

cc - Dave Durant
Del Beaver
Jim Patterson

#46-76 File - Federal Projects, Inc.



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

April 20, 1978

Mr. Chuck Hutchinson
FPI Community Developers
25 Cadillac Drive
Sacramento, CA 95825

Dear Mr. Hutchinson:

I am in receipt of your letter of April 18, 1978, regarding the Grand Manor Apartment complex at 28 $\frac{1}{4}$ Road and Orchard Avenue. I am unable to sign your letter for reasons that I will try to explain below.

We understand the problem that you face with FHA financing and FHA policy regarding the issuance of power of attorney for future improvement districts. We have written a letter to the Denver FHA office explaining why we need the power of attorney in certain cases and asking that consideration be given to allowing for this under their financing plan.

In one instance of a local development where we felt confident of what type of street improvements would be made and where the timing of the development coincided with our estimated time frame for improvement of the street, we did allow a local developer to substitute a letter of credit from a bank for the standard power of attorney for the improvement district.

The circumstances relating to your development are greatly different from the above mentioned development and are not compatible to that type of arrangement.

The commitment for the extension of 28 1/4 Road from Orchard Ave. north beyond the canal to a possible connection with Patterson Road has not been made nor has it been determined what type of street it would be if it were to be extended such as two lane vs. four lane. To further complicate matters the study of this possible extension is being done under a Federal Urban Systems grant. To follow through as a grant project an Environmental Impact Statement (EIS) will have to be written on the possible extension. There are no immediate plans or funds to conduct the EIS. Our City Engineer, Ron Rish, has developed a concept for the extension of 28 1/4 Road but this concept must be studied and accepted as being an integral part of our transportation system before a commitment will be made to construct the extension. The plan for the 22 foot of mat that you have submitted for construction allows for a great amount of flexibility in the design of the extension as well as serving your development in the interim.

Mr. Chuck Hutchinson
April 20, 1978
Page Two

A power of attorney has also been requested from you for the possible improvement of Orchard Ave. for the same reasons listed in the paragraph above. You did not address that in your letter.

In item one of your letter you mention an extension in a westerly direction for approximately 570 feet for a total dollar amount of \$50,000.00; I'm sure you mean in a northerly direction. We are not prepared at this time to state what dollar amount will be required for those improvements.

In item two you state that the letter of credit will be effective for a period of one year after completion. We don't know what your estimated completion date is and I have explained our timing problems earlier in this letter.

Again let me state that we recognize your problem, and we do try to cooperate as much as possible in the construction of new developments. We are limited, however, in that whatever we do must assure that your obligations made through the planning and development process are fulfilled.

If you have additional questions or would like to discuss this further, we will be happy to meet with you or your representative.

Yours truly,

J. E. Patterson, Jr.
Director of Public Works

JEP/hm

cc - Del Beaver ✓

WILLIAM F. MICHAUD
GARY HOSHIYAMA

LAW OFFICES OF
MICHAUD AND HOSHIYAMA
A LAW CORPORATION
351 CALIFORNIA STREET, SUITE 910
SAN FRANCISCO 94104

TELEPHONE
(415) 986-6422

April 28, 1978

Mr. Don Warner,
Development Department
City of Grand Junction
City Hall
250 North Fifth Street
Grand Junction, Colorado 81501

Re: Grand Manor
FHA Project No. 121-35216-
PM-L8
Grand Junction, Colorado

Dear Mr. Warner:

This will confirm the contents of our telephone conversation today regarding the subject project.

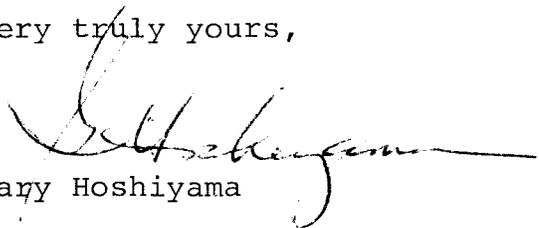
It is my understanding that the City of Grand Junction will require the owner of the referenced property to grant quitclaim deeds for roadway and utility rights along the West 40' of said property (which will become the East half of 28-1/4 Road), and along a 50' wide portion to be known as Brittany Drive [REDACTED] 2) require improvements to be made by the property owner rather than the City; and 3) allow the City to maintain said streets and utilities. I further understand that the City will require the owner to execute a power of attorney (to be supplied by your office) which will allow the City Clerk to sign a petition for special improvements in this district.

Because the City Engineer has not completed the final design of 28-1/4 Road and the proposed bridge across Grand Valley Canal located North of the property, I understand that the City is not yet ready to have the petition signed [REDACTED]. In view of this, and because the sponsors of this proposed project wish to comply with the Department of Housing and Urban Development's closing requirements, I have summarized from our discussion that you will recommend that the special condition shown on the Permit to Build be changed so that construction may begin immediately but that certificates of occupancy will not be issued until the quitclaim deeds and power of attorney are delivered to your office. This will allow time to complete the final plan and design of 28-1/4 Road. Further, the April 11, 1978 zoning letter signed by Mr. Del Beaver will be rewritten to the Department of Housing and Urban Development's attention and will advise

HUD that the plans and specifications have been reviewed by your Planning Department and that they comply with all zoning requirements and restrictions. The changes to the Permit to Build and zoning letter are to be sent to Mr. Roger Hara, Deputy Chief Underwriter, Department of Housing and Urban Development, 408 Title Building, 909 17th Street, Denver, Colorado 80202, with copies to Mr. Chuck Hutchinson at FPI Community Developers, Michal Stover, Esquire, Department of Housing and Urban Development, 1405 Curtis Road, Executive Towers Inn, Denver, Colorado 80202, and me.

I thank you for your cooperation in this matter.

Very truly yours,



Gary Hoshiyama

GH/pmb

cc: Mr. Chuck Hutchinson
Mr. V. Hal Treadaway
Mr. Roger Hara
Michal Stover, Esquire

File
GRAND MANOR
FEDERAL PROJECTS, INC.
BULK DEV.



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

September 10, 1979

46-76

Mr. Steve Mueller
FPI Community Developers
25 Cadillac Drive
Sacramento, CA 95825

Dear Mr. Mueller:

Re: 28 $\frac{1}{4}$ Road at Grand Manor

Enclosed are the following materials as requested in our recent telephone conversations:

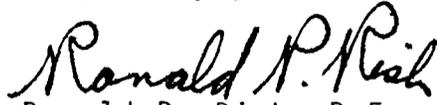
1. Topographic contour map marked with the proposed street fill limits adjacent to Grand Manor.
2. Cross-section drawings at 50 ft. intervals for the proposed 28 $\frac{1}{4}$ Road adjacent to Grand Manor.
3. City Street Standards sheet.
4. City Standard Pavement Details sheet.
5. A dimensioned sketch showing the Mesa County Surveyor's "Location NW 1/16 Cor Sec 7".
6. Letters from me dated May 17, 1979; October 26, 1977; September 23, 1977; and June 21, 1977, concerning the street alignment and plans.

Items one through four were transmitted to Mr. Thomas Underly on May 17, 1979. Mr. Underly met with us on June 8, 1979, concerning these matters and although he verbally agreed to the May 17 proposals, we have had no correspondence or contact from FPI until you called last week. I would appreciate written response to the May 17, 1979, letter.

As related to you by phone, the designed street centerline bears North 01 $^{\circ}$ 15'14" West from the West 1/16 corner shown on Orchard Avenue at your southwest corner. We are finalizing the detailed drawings for the canal crossing and plan to advertise for construction bids soon.

Any assistance you may give to clear up the apparent confusion of your local staff and agents would be appreciated by this office. If you need additional materials or information, please contact me.

Very truly yours,



Ronald P. Rish, P.E.
City Engineer

Enclosures

cc - Rick Allred-ARIX
Ashby
Kenney
Lowder
Metzner ✓
Newton
Patterson

CITY OF GRAND JUNCTION, COLORADO

MOTEN-V

MEMORANDUM

Reply Requested

Yes No

Date

August 23, 1979

To: (From:) Jim Patterson From: (To:) Ron Rish

Subject: 28 1/4 Road - Orchard Ave. to Patterson Road

As you know, 28 1/4 Road is programmed for completion in 1980 and budgeted as follows for 1979:

\$ 152,000 - Earthwork Construction
\$ 75,000 - Canal Crossing Structure
\$ 62,000 - Right of Way Acquisition

We are preparing final design plans and beginning right of way negotiations in order to go to bid for the canal structure and earthwork from the canal to Patterson Road. The plan is to construct the crossing this winter while the canal is dry. If budgeted we propose to complete the street construction in 1980. My budget recommendations will include an up-to-date cost estimate to accomplish that. It is my recommendation that 28 1/4 Road from Orchard to Patterson Road and Patterson Road from Mira Vista to Park Lane be Phase A of St. 80 ID and be bid as early as March, 1980.

The design is progressing very well on 28 1/4 Road. We have a handle on the soils problems (with the help of Al Ruckman of CDH), Don has gotten soil borings and is well into the detailed design of the canal structure.

The minor fiasco at Grand Manor is more-or-less resolved, but I am concerned about two things. Tom Underly told all of us at our June 8, 1979, meeting that FPI agrees with the proposals I made in my letter of May 17, 1979, (attached) but he has not sent us a letter to that effect as promised. I also understand from Gerry Ashby that Warren Reams has not agreed to any partial takes of right of way on his property. The Grand Manor people need to build 22 ft. of 28 1/4 Road on our design centerline (to stay away from their building) in order to get access and to fulfill their developer commitments to the City. This requires a narrow triangle of Ream's land and I left it to Underly on June 8, 1979, to acquire whatever he needs from Reams. Should we get directly involved in negotiations?

We are not constructing south of the canal this winter so that allows time for Grand Manor to build their wall, work out their coordination with Reams and revise their entrance and parking lot as required. It also provides some time in which Mr. Reams may choose to come to the planning commission.

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes No

Date

August 23, 1979

To: (From:) Jim Patterson From: (To:) Ron Rish

28 1/4 Road - Orchard Ave. to Patterson Road (page 2)

We have to negotiate a parcel north of the canal from Mr. Reams soon and may have to purchase the needed right of way south of the canal next spring. I leave it to others to determine if we buy right of way and how possible land development obligations may fit into the situation. In any case, we must build the canal crossing this winter and should complete the work south of the canal next year.

Enclosure

cc - Gerald Ashby
John Kenney
Darrel Lowder
Karl Metzner
Don Newton
Jim Patterson
Jim Wysocki



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

May 17, 1979

Mr. Thomas W. Underly
Vice President
FPI Construction, Inc.
25 Cadillac Drive
Sacramento, CA 95825

RE: 28 1/4 Road at Grand Manor

Dear Mr. Underly:

Enclosed are the following materials as requested in our meeting this morning:

1. Topographic contour map marked with the proposed street fill limits adjacent to Grand Manor.
2. Cross-sections at 50 Ft. intervals for the proposed 28 1/4 Road adjacent to Grand Manor.
3. City Street Standards sheet
4. City Standard Pavement Details sheet.

As discussed in our meeting, we are currently doing final design of 28 1/4 Road and plan to construct a crossing of Grand Valley Canal and to do the necessary earthwork for 28 1/4 Road from Orchard Avenue to Patterson Road this year. The planning is to complete the construction of pavement, curbs, gutters, sidewalks and the intersections details in 1980. We are currently budgeted to do the earthwork and canal crossing in 1979.

I need two decisions from FPI:

1. Are you willing to grant the necessary land to the City to construct the necessary earthwork fill for 28 1/4 Road in exchange for not being assessed for any costs of the earthwork fill construction? You would then be assessed only for pavement, base course, curb and gutter and sidewalk in accordance with the dimensions shown on the attached Standard for "Local Residential Street". We will construct 28 1/4 Road to the dimensions shown for "Minor Arterial Street".

2. Do you wish to provide at your cost any sort of curbing or wall retainment at the toe of the fill to provide more space between the fill and the building or parking lot and/or to provide a more specific interface than the toe of slope? Although the interface treatment (if any) at the toe of slope depends on how your final site layout develops and your wishes, we feel a need to know whether less than the full fill should be constructed this year to allow you time to complete whatever edge treatment you desire. We will prepare our final designs accordingly.

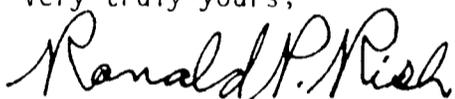
As discussed at our meeting, the City Development Department acknowledges the parking layout must be revised unless a very expensive wall is constructed which just doesn't seem reasonable. Please contact them concerning the outcome of your site plan revisions.

Our treatment of the fill slope will consist of non-irrigated native grass which would be sown at the time of construction. We do not mow such embankments. If you wish to provide a more aesthetic landscaping of the embankment because of its close proximity to the buildings, I am sure the City would look favorably on your improving the appearance with the understanding the property owners would maintain any special plantings. You might contact Mr. Idleman, the Parks Director, concerning appropriate plantings to create a more aesthetic situation.

Also enclosed is a copy of my June 21, 1977, letter, which you did not think was in your files.

I appreciate your visiting our office to discuss the situation and look forward to your help in resolving the above-stated questions. Thank you and if we can furnish any other materials to help with your final site designs, please do not hesitate to call.

Very truly yours,



Ronald P. Rish, P.E.
City Engineer - Public Works

Enclosures

cc: Rick Allred - ARIX
Darrel Lowder
Karl Metzner
Don Newton
Jim Patterson