

# Table of Contents

File 1981-0033 (2 of 2)  
Date 11/2/01

Project Name: Colony Park 2575 Patterson Road - Preliminary Plan

P	S	<p><b>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the in some instances, not all entries designated to be scanned by the department 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 provided.</b></p> <p><b>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.</b></p> <p><b>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.</b></p>	
X	X	<b>*Summary Sheet – Table of Contents</b>	
		Application form	
X		Receipts for fees paid for anything	
		<b>*Submittal checklist</b>	
		<b>*General project report</b>	
		Reduced copy of final plans or drawings	
		Reduction of assessor's map	
		Evidence of title, deeds	
X	X	<b>*Mailing list to adjacent property owners</b>	
		Public notice cards	
		Record of certified mail	
X		Legal description	
		Appraisal of raw land	
		Reduction of any maps – final copy	
		<b>*Final reports for drainage and soils (geotechnical reports)</b>	
		Other bound or nonbound reports	
		Traffic studies	
		Individual review comments from agencies	
		<b>*Consolidated review comments list</b>	
X	X	<b>*Petitioner's response to comments</b>	
		<b>*Staff Reports</b>	
		<b>*Planning Commission staff report and exhibits</b>	
		<b>*City Council staff report and exhibits</b>	
		<b>*Summary sheet of final conditions</b>	
		<b>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</b>	
<b><u>DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:</u></b>			
X	X	Action Sheet	X X Letter from Jeff Smith to Ron Rish re: Response to letter of 7/28/82
X	X	Review Sheet Summary	X X Letter from Jeff Smith to Ron Rish re: Answer to 8/23/82 letter – 8/27/82
X		Review Sheets	X X Letter from Ron Rish to Jeff Smith re: some issues not addressed adequately on construction drawings – 8/23/82
X		Memo from Ron Rish to Bob Goldin re: application should be rejected as being and inadequate technical response – 6/9/81	X Certification of PLat
X	X	Declaration of Covenants, Conditions and Restrictions	X X Memo from Mark Eckert of File re: Plans as submitted is not acceptable – 8/27/81
X	X	By-Laws	X Memo to all petitioners from City Planning re: extension requests 3/20/84 – 3/26/84
X	X	Articles of Incorporation	X Letter from Ted Straughan to Co. Planning re: developer will not apply for building permits until improvements are in place – 5/20/82
X	X	Agreement	X X Letter from Ron Rish to Ted Straughan re: clarification of development responsibilities – 5/6/82
X	X	Sewer Easement	X X Letter from Ron Rish to Ted Straughan re; position concerning the two major issues detailed in review sheet comments – 8/24/81



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COLONY PARK  
DEVELOPMENT SCHEDULE

Colony Park will be developed in 6 filings over a 5 to 7 year period. Filing One, which will consist of the highest density property, will commence within the first year after approval. Filing Two, which will include two bedroom townhouses will start within the same year, from that point on Colony Park will develop the remaining filings, one filing a year, in each of the consecutive years. Economic factors could accelerate or retard this schedule but we intend to start as soon as possible.

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
COLONY PARK TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by TED L. STRAUGHAN, ROBERT I. BAUGHMAN, FRANCES BAUGHMAN, and DENNIS H. BARBOUR, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Mesa, State of Colorado, which is more particularly described as:

NOW THEREFORE, Declarant hereby declares that all of the properties described hereinbefore be held, 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 real 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 inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Colony Park Townhomes Association, Inc., a Colorado non-profit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the Owners of property in the Colony Park Townhomes and enforcing the restrictions set forth in this Declaration.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as recorded in the Office of the County Clerk and Recorder, Mesa County, State of Colorado.

Section 5. "Dwelling Unit" shall mean and refer to the living quarters erected upon a Lot.

Section 6. "Improvements" shall mean and refer to any and all buildings, parking areas, fences, screening fences, retaining walls, stairs, decks, hedges, windbreaks, plantings, trees, shrubs, signs, objects of art, mail boxes, irrigation facilities such as pumps, pipelines and sprinklers and other structures or landscaping of every type and kind situate on the Properties.

Section 7. "Limited Common Area" shall mean those general common areas designated as storage units, boiler rooms and all utility easements located adjacent to or behind the dwelling units. The use of said limited common areas shall be left to the Board of Managers and should not be used by all members of the Association. Such use should be limited to the necessity of entering these areas without undue interference with the dwelling unit which is attached to these limited common areas.

Section 8. "Lot" shall mean and refer to each numbered lot of the Properties, as shown on the recorded plot, and any lots that may be added to the Properties, with the exception of the Common Area. Lots shall be described by either number or letter or both and shall be conveyed by number or letter.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any dwelling unit or lot which is a part of the Properties, including contract sellers or buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE II

### GENERAL DECLARATION

Section 1. Intent. By making the Declaration hereunder, Declarant specifically intends to enhance, perfect and preserve the value, desirability and attractiveness of the Properties and, to provide for the maintenance of the Common Area, Improvements and Dwelling Units thereon in a manner beneficial to all Owners.

Section 2. Estate Subject to Declaration. By this Declaration, the Declarant expressly intends and does hereby subject the Properties to the provisions of the Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding upon any person having at any time any interest or estate in the Properties, and their respective heirs,

successors, representatives or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

restrictions contained in this Declaration. However, to the extent the terms and provisions of this Declaration are not inconsistent with the Protective Covenants for Bookcliff Terrace the terms of this Declaration shall govern. In all cases, where there are overlapping provisions, the more restrictive shall apply.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Limited Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by three-fourths of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment

to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Dedication of Common Areas. Declarant, in recording this plat of Colony Park Townhomes in the records of the County of Mesa, State of Colorado, has designated certain areas of land intended for use by the homeowners in Colony Park Townhomes. The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the owners in Colony Park Townhomes, as more fully provided herein. Said plat is hereby incorporated and made a part of this Declaration. Said common area being described as follows:

Conditions and Restrictions shall be incorporated in and become a part of said plat.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of said Lot. When more than one person holds a beneficial interest

in any Lot as joint tenant, tenant in common, partner, shareholder or otherwise, all such persons shall be members, but the vote or votes attributable to such Lot shall be cast as such persons among themselves determine and no division of the vote or votes attributable to such Lot shall be permitted. All matters shall be decided by majority vote, except as otherwise expressly provided herein or in the By-Laws of the Association. The By-Laws of the Association shall govern procedures and requirements for notice of meetings, quorums, voting and other matters of internal regulation. The Association shall adopt rules and regulations in the manner and to the extent authorized by its By-Laws.

Section 2. Class of Membership. There shall be one class of membership, and there shall be one membership in the Association for each Lot. The owner or owners of a Lot shall hold and share the membership related to that Lot in the same proportionate interest and by the same type of tenancy in which the title to the Lot is held, provided always that there shall be only one membership per Lot.

Section 3. Number. The affairs of this Association shall be managed by a Board of not less than three nor more than seven directors, who need not be members of the Association.

Section 4. Term of Office. Directors shall be elected at the annual meeting. Directors shall serve a term of one year and until their successors are duly elected and qualified.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a vote of three of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of this predecessor.

Section 6. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of this duties.

Section 7. Action Taken Without a Meeting. The Director shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

#### ARTICLE V

#### MANAGEMENT

Section 1. Duties and Responsibilities. Declarant has caused to be incorporated as a non-profit corporation the Colony Park Townhomes Association, Inc., and designated such Association to be the manager of the Properties. Any purchaser of an interest in the Properties shall be deemed to have assented to such designation and management and ratified and approved the same. Said Association shall have the following duties, rights and powers:

(a) To adopt rules and regulations in accordance with the By-laws of the Association for the regulation and operation of the townhomes, including but not limited to regulations governing the use of the Limited Common Areas and Common Areas.

(b) To levy and collect assessments, equitably prorated, against and from Owners of undivided interests, in the manner set forth in this Declaration.

(c) From funds collected to:

(1) Maintain, care for and preserve the dwelling units, buildings, grounds, improvements, Limited Common Areas and Common Areas (other than the interior of dwelling units).

(2) To pay for equipment, tools, supplies and other personal property which may be owned by said Association.

(3) To pay for water, insurance, sewerage, irrigation, and gas, and other Common Area expenses.

(4) To repair and replace facilities, machinery and equipment.

(5) To obtain and maintain insurance coverages upon the Common Areas, and improvements thereon.

(d) To lease or acquire real or personal property in pursuit of its obligation.

(e) To employ workmen, gardeners and others, to contract for services to be performed, to purchase supplies and equipment, to enter contracts and generally to have the powers of property manager in connection with the matters hereinbefore set forth, except that the Association may not encumber or dispose of the interest of any Owner except to satisfy a lien or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration.

(f) To employ counsel, attorneys and auditors in connection with legal matters of the Association and audit of its books and records which audits shall be available to unit owners for inspection at the Association office.

(g) To invest funds in the hands of the Board in excess of reasonable working capital needs, and to credit income derived therefrom to the Owners in an equitable manner. Each individual Owner shall be furnished a statement of annual earnings attributable to the Owners from such income received.

(h) To file legal protests with authorities when requested so to do by a majority of the Owners against the granting by authorities of zoning or variances as to any property adjoining or within a reasonable proximity of the

Properties which might affect or depreciate the value or the Owners' interests in the Properties.

(i) To do any and all things authorized or required by this Declaration and the Articles of Incorporation and By-Laws of the Association.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments including assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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 assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the Dwelling Unit situated upon the properties.

Section 3. Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on

the first day of the month when the first Lot is sold. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board shall estimate the cost and expense to be incurred by the Association during such fiscal year in performing its functions pursuant to the Declaration, Articles of Incorporation and By-laws of the Association (including a reasonable provision for contingencies and replacements), and shall subtract from such estimate an amount equal to the anticipated balance (exclusive of any reserves) in the operating fund at the start of such fiscal year which is attributable to the operation and maintenance assessments for the prior fiscal year. The sum or net estimate so determined shall be assessed to the Owners as an operation and maintenance assessment by dividing the total estimate by the total number of single family residential Lots and assessing the resulting amount to the Owner of each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 4. Special Assessments. If at any time during the fiscal year the regular assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment in the amount of such actual or estimated inadequacy. The special assessment shall be assessed to the Owners by dividing the total estimate by the total number of Lots and assessing the resulting amount to the Owner of each Lot, such assessment to

be paid either in equal monthly installments over the balance of the remaining fiscal year, or in a lump sum upon billing as the Board shall determine.

Section 5. Capital Improvements. In addition to regular and special assessments, the Association may levy, in any assessment year, a special assessment for the purposes of defraying in whole or in part the cost of any capital improvement upon the Common Area, including fixtures, landscaping or personal property related thereto, provided that such assessment shall have the assent of at least three-fourths of the members of the Association subject to the assessment.

Section 6. Reimbursement Assessment. The Board may levy an assessment against any Owner as a result of such Owner's failure to rebuild damaged Improvements or to restore or maintain his Lot or the Improvements situate thereon. Such assessment shall be for the purpose of reimbursing the Association for its actual costs and expenses incurred for the repair, maintenance or restoration of such Owner's Lot or Improvements, and shall be due and payable to the Association when levied.

Section 7. Enforcement. In the event any assessment is not paid when due, the Association may enforce payment of such obligation by any or all of the following remedies:

(a) The Association may elect to accelerate and declare immediately due and payable the remaining balance of regular or special assessments for such fiscal year.

(b) The Association may bring a suit at law to collect the delinquent assessments, including any accelerated assessment. Any judgment rendered in such action shall include a sum for costs of suit, including a reasonable attorney's fee.

(c) All delinquent assessments shall be a lien on the Owner's Lot which shall bind the Owner and his

heirs, devisees, personal representatives and assigns. Any time within ninety (90) days following default in payment of any assessment, the Board may prepare and file a certificate claiming such lien, which certificate shall state the name and address of the delinquent Owner, the legal description of the property subject to the lien, the amount claimed due, and that the claim of lien is being made pursuant to this Declaration. The lien created hereunder may be foreclosed in the manner provided for by law for the foreclosure of a lien upon real property pursuant to Article 39, Title 38, Colorado Revised Statutes, 1973. In such foreclosure suit, the costs of suit, including a reasonable attorney's fee, shall be awarded to the Association.

(d) Notwithstanding provisions of this Section, the lien for assessments provided herein shall be subordinate to the lien of any first mortgage or deed of trust. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado. The sale or transfer of any Lot shall not affect the assessment liens. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessment as to payments which become due prior to such sale or transfer. However, no sale, transfer or foreclosure proceeding brought by any First Deed of Trust or mortgage holder shall extinguish the personal obligation of the Owner for delinquent and unpaid assessments.

#### ARTICLE VII

##### CASUALTY, DAMAGE AND REPLACEMENT OF IMPROVEMENTS

Section 1. Owner's Insurance. All Owners shall keep and maintain fire and casualty insurance upon all Improvements situate on their Lots to the full insurable value thereof, and file the certificate of insurance with the President of the Association, such certificate providing for

ten (10) days' written notice of cancellation, surrender or modification. The Association may purchase group fire and casualty insurance upon the Owner's Lots and Improvements to the full insurable value as provided herein, provided such Owners consent and premiums therefor are charged pro rata among the owners so covered. Non-consenting Owners may purchase their own insurance provided they comply with the provisions hereof.

Section 2. Loss, Damage or Destruction of Improvements Other Than Buildings. In the event of a loss, destruction or damage to any Improvements situate on any Owner's Lot exclusive of the Dwelling Unit, such Owner shall, after first obtaining the approval of the Architectural Control Committee, replace, repair or restore such damaged Improvement with an identical Improvement as to the one destroyed, lost or damaged. In the event an Owner fails to make such repair, replacement or restoration within ninety (90) days of the loss, damage or destruction, the Association shall make such repair, restoration or replacement and charge the cost thereof to the Owner as a reimbursement assessment.

In the event of loss, damage or destruction of any Improvement situate upon the Common Area, the Association shall within ninety (90) days of such loss, damage or destruction, replace, repair or restore such Improvement with an identical Improvement.

Section 3. Loss, Damage or Destruction to Dwelling Units. In the event of loss, damage or destruction of any Dwelling Unit, the Owner thereof shall repair, restore or rebuild the same within one year following such damage or destruction. The new structure shall be rebuilt in the same location, following the same floor plan and elevation and using the same exterior materials and stain as the Unit which has been lost, damaged or destroyed. It is the specific intent of this Section to impose upon the Owner of each Lot,

the obligation to replace any destroyed Dwelling Unit with a new Unit having the identical appearance as the Unit destroyed and the other units within the Properties. Further, following completion of the repair, restoration or replacement of the damaged structure, the Owner shall repair, replace or restore any landscaping or other Improvements involved in the damage, destruction or loss to the residents within ninety (90) days of completion of the structure. However, in the event completion is after the 1st of September of any year, landscaping shall be completed by May 1st of the following calendar year.

#### ARTICLE VIII

##### ASSOCIATION INSURANCE

Section 1. Requirement. The Association shall be required and empowered to obtain and maintain the following insurance so far as such insurance coverage is obtainable:

a. Insurance coverages upon the Common Area and all property owned or leased by the Association.

b. Insurance coverages against loss or damages by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, fire and all other casualty as covered under standard coverage provisions for the full insurable replacement cost of the improvements to the Common Area or other property owned by the Association. Insurance coverage shall also include protection for electrical pumps and associated electrical wiring used to service and maintain the irrigation system, and ground decorative lighting in the Common Area landscaping, including repairs and replacement clause.

c. Comprehensive public liability insurance in a minimum amount of \$1,000,000 bodily injury per occurrence and \$100,000 property damage per occurrence and Workman's Compensation coverage upon employees and other

liability insurance insuring the Association, Board of Directors, Managers and agents in connection with the Properties.

d. Fidelity bonds to protect against dishonest acts on the part of those who handle receipt and disbursement of Association funds. Such bonds shall (1) name the Association as an obligee; (2) be written in an amount equal to at least the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any defense barred upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner; or cancellation shall be had without thirty (30) days prior written notice.

e. Such other insurance as the Board may deem desirable for the benefit of the Owners.

#### ARTICLE IX

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in

proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Easement for Siding Encroachment. Each Owner of a townhome shall have an easement upon the adjoining lot having a common boundary line on which the party wall shall be located, such easement to be equal in width to any encroachment caused by exterior building siding.

#### ARTICLE X

##### MAINTENANCE AND LANDSCAPING

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family guests or invitees of the owner of the lot needing such maintenance or repair, the

costs of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association, after approval by the Board, shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Interior Maintenance and Maintenance of Limited Common Areas. Each owner shall keep the interior of his Dwelling Unit, including, without limitation, interior walls, windows, glass, ceilings, floors, permanent fixtures, and appurtenances thereto, and Limited Common Areas appurtenant to such Dwelling Unit, in a clean, sanitary and attractive condition, and a good state of repair free from the accumulation of trash or debris.

Section 3. Landscaping. Landscaping of the Common Areas shall be performed and maintained by the Association. No owner shall alter, change or modify the landscaping of the Common Areas without prior written consent of the Association.

#### ARTICLE XI

##### PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Land Use and Building Type. No Dwelling Unit or Lot shall be used except for residential purposes. Only single family dwellings for residential use shall be erected subject to the terms and provisions hereof relating to architectural control and subject to adequate provision for parking.

Section 2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee.

Section 3. Dwelling cost, quality and size. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, if any, shall not be less than 450 square feet; nor shall the upper floor area of the main structure be less than 540 square feet.

Section 4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Colony Park Townhomes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each building and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible. All utilities must be on

shall be parked or maintained on any site or on any street, except that a boat, trailer, detached camper, truck or commercial vehicle may be parked or maintained on a site provided by the Association.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except, (a) one professional sign of not more than one square foot; (b) one sign of not more than five square feet advertising the property for sale or rent; or (c) signs used and erected by a builder to advertise the property during the period when construction and sales of new dwellings occur.

Section 11. Oil and Mining Operations. No oil or gas drilling, development operations, refining or quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted to remain on any lot.

Section 12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that such dogs, cats or other household pets shall not exceed a reasonable number nor more than three of any one type of household pet.

Section 13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14. Sight, Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight.

Ted L. Straughan, Robert I. Baughman, Frances Baughman, and Dennis H. Barbour.

Section 2. Consent Requirements. No improvement including Owners' landscaping shall be installed, erected or altered within the Properties except upon the prior written consent and approval of the Architectural Control Committee.

Section 3. Plans and Specifications. Duplicate copies of plans and specifications relating to an improvement shall be submitted to the Architectural Control Committee for review and final approval. Plans and specifications shall contain, without limitation, the plot plans showing layout, including setbacks, flow and manner of surface drainage, finish and natural grade elevations; floor plans showing overall dimensions; roof plans showing pitch, roof materials, and color; exterior elevations showing doors, windows and exterior materials and colors; a perspective sketch if requested; and other details necessary to explain any feature or component of the improvement.

Section 4. Considerations. The Architectural Control Committee shall consider the aesthetic and functional design of any improvement as to the quality of workmanship and materials, harmony of exterior design with existing improvements, location with respect to topography and finished grade elevation, and the preservation and enhancement of the value and the visual appearance of existing improvements.

Section 5. Procedure. The Architectural Control Committee shall approve or disapprove all written plans within sixty (60) days after submission. In the event the Architectural Control Committee fails to take any action within such (60) day period, the proposed improvement shall be deemed approved. The majority of vote of the Architectural Control Committee shall be required for the approval or disapproval of any proposed improvement.

Section 6. Waiver of Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The actions of the Architectural Control Committee shall be deemed conclusively binding upon the Owners.

#### ARTICLE XIII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during its initial term by an instrument signed by not less than one-hundred percent (100%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of all members.

Section 5. Taxes and Insurance. The first mortgagee of the Colony Park Townhomes will be entitled to reimbursement from the Association for the payment of any taxes which are in default on the Common Area or overdue hazzard insurance premiums which the mortgagee pays. These payments will be on a pro-rata basis as to what the first mortgagee paid.

Section 6. Professional Management. If the Association is placed in the hands of professional management, said agreement for professional management shall not exceed a period of one year. Termination of said agreement may be made by either the Association or the professional management firm without cause or termination fee on a 90 day or less written notice.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
TED L. STRAUGHAN

\_\_\_\_\_  
ROBERT I. BAUGHMAN

\_\_\_\_\_  
FRANCES BAUGHMAN

\_\_\_\_\_  
DENNIS H. BARBOUR

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing Declaration was signed and acknowledged before me by Ted L. Straughan, Robert I. Baughman, Frances Baughman, and Dennis H. Barbour, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

My Commission Expires:

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

BY-LAWS OF  
COLONY PARK TOWNHOMES ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Colony Park Townhomes Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 639 Main Street, Grand Junction, CO 81501, but meetings of members and Directors may be held at such places within the County of Mesa, State of Colorado, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

As used in these By-Laws, unless the context otherwise requires, the terms hereinafter set forth shall have the same meaning as the terms are defined in the Declaration of Covenants, Conditions and Restrictions of Colony Park Townhomes Association, Inc., recorded in the office of the County Clerk and Recorder, County of Mesa, State of Colorado.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members of the Association shall be held on the first Saturday in December, 1981, and each subsequent regular annual meeting of the members shall be held on the first Saturday in December of each year thereafter, at the hour of 9:00 o'clock, A.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of any member.

Section 3. Notice of Meetings. Written

at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 75% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certifying proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of Minutes of preceding meetings
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Directors
- (g) Unfinished business
- (h) New business
- (i) Adjournment

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three nor more than seven directors, who need not be members of the Association.

Section 2. Term of Office. Directors shall be elected at the annual meeting. Directors shall serve a term of one year and until their successors are duly elected and qualified.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a vote of three of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee consisting of two members of the Association and a member of the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the

close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### MEETINGS OF DIRECTORS

Section 1. Regular and Special Meetings. There shall be a regular annual meeting of the Board immediately following the annual meeting of the members of the Association, and the Board may establish regular meetings to be held at such other places and at such other times as it may determine from time to time. After the establishment of the time and place for such regular meetings, no further notice thereof need be given. Special meetings of the Board may be called by the president or, upon written request delivered to the secretary of the Association, by any two directors.

Section 2. Notices; Waivers. Three days' notice of special meetings shall be given to each Director by the secretary. Such notice may be given in person, orally or in writing to each Director. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Written waiver of notice signed by a Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a). Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b). To collect delinquent assessments by and through the Managing Agency by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws. To enforce a late charge of not more than \$10.00 per month in connection with assessments remaining unpaid more than ten (10) days from the due date for payment thereof, together with all expenses, including attorney's fees incurred. The Board shall have the duty, right, power and authority to prohibit use of a condominium unit by his tenants and lessees in the event that any assessment made remains unpaid more than thirty (30) days from the due date for payment thereof. The Board shall also have the right and power to increase the amount of any late charge, if

the Board deems such change necessary. The foregoing powers, rights and remedies shall be in addition to the remedies set forth in the Declaration.

(c). To protect and defend in the name of the Association any part or all of the townhouse project from loss and damage by suit or otherwise.

(d). To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor. Such indebtedness shall be the several obligations of all of the owners in the same proportion as their interest in the general common elements. The persons who shall be authorized to execute promissory notes and securing instruments shall be the President and Secretary or Assistant Secretary.

(e). To enter into contracts to carry out their duties and powers.

(f). To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable.

(g) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by any member who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

(h) cause the exteriors of the homes situated upon the properties to be maintained as defined under Conditions and Restrictions of the Declaration of Covenants.

#### ARTICLE VIII

##### FISCAL MANAGEMENT

The provisions for fiscal management of the lots

for and in behalf of all of the owners as set forth in the Declaration may be supplemented by the following provisions:

1. Accounts. The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

(b). Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c). Reserve for replacement, which shall include funds for repair or replacement required because of damage, wear or obsolescence.

#### ARTICLE IX

##### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

1. Indemnification. The Association shall indemnify every Director, officer, Managing Agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, officer or Managing Agent of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the

trust). The Association shall maintain such information in a book entitled "Mortgagees of Lots".

2. Notice of Unpaid Common Assessments. The Association, whenever so requested in writing by a mortgagee (or beneficiary, if deed of trust) of a lot, shall promptly report any then unpaid common assessments due from, or any other default by, the owner of a mortgaged lot.

3. Notice of Default. When giving notice to an owner of a default in paying common assessments or other default, the Board shall send a copy of such notice to each holder of a mortgage covering such lot unit whose name and address has theretofore been furnished to the Board.

4. Examination of Books. Each owner and each mortgagee (or beneficiary, if deed of trust) of a lot shall be permitted to examine the books of account of the Association at reasonable times on business days, but not more than once each month.

#### ARTICLE XI

##### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership. Except for those owners who initially purchase a lot from Declarant, any person on becoming an owner of a lot shall furnish to the Managing Agent or Board a machine or a certified copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association.

2. Registration of Mailing Address. The owners or several owners of an individual lot shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity

or any combination thereof to be used by the Association. Such registered address of a lot owner or owners shall be furnished by such owners to the Managing Agent or Board within fifteen days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the lot or by such person or persons as are authorized by law to represent the interest of the owners thereof.

3. Designation of Voting Representative - Proxy. If a lot is owned by one person, his right to vote shall be established by the record title thereto. If title to a lot is held by more than one person or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate person to attend all annual and special meetings as provided by this Section 3.

The requirements herein contained in this Article XI shall be first met before an owner of a lot shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

## ARTICLE XII

### OBLIGATIONS OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association pro-rata according to percentage interest in and to the general common elements subject to the provisions of the Declaration

which are incorporated herein by this reference. Assessments shall be due in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the lot owned by him.

2. Notice of Lien or Suit. An owner shall give notice to the Association of every lien or encumbrance upon his lot, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to this lot, and such notice shall be given in writing within five days after the owner has knowledge thereof.

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanics' liens filed against his lot and the appurtenant general common elements for labor, materials, materials, services or other products incorporated in the owner's unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten days thereafter, such owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half of the amount of such claim plus interest for one year, together with a sum equal to ten per cent of the amount of such claim but not less than One Hundred Fifty (\$150.00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees

incurred by the Association, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his lot which may be foreclosed as is provided in the Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such owner(s), and the owner shall be liable to the Association for the payment of interest at the rate of twelve per cent per annum on all such sums paid or incurred by the Association.

4. Maintenance and Repair.

(a) Every owner must perform promptly, at his own expense, all maintenance and repair work within his own unit and to his own lot which, if omitted, would affect the appearance of, condition of and/or use of any lot or unit or the aesthetic integrity of part of or all of the townhouse project.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the owner's expense.

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents or guests.

5. General.

(a) Each owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this project was developed.

6. Uses of Units - Internal Changes.

(a) All units shall be utilized for only residential purposes as is provided in the Declaration.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without the written approval of the Board. The Board shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then, through the President of the Board. The Association shall have the obligation to answer an owner's request within thirty days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements, the limited common elements, sidewalks, pathways, roads and streets and other common elements located within the entire project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the rules and regulations contained in these By-Laws and established by the Board.

8. Right of Entry.

(a) An owner shall and does grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of an emergency originating in or threatening his unit or lot, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, to enter his unit or lot for the purpose of performing installations, alterations or repairs

to the mechanical, electrical or utility services which, if not performed, would affect the use of other units or lots, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

9. Destruction and Obsolescence. Each owner, upon becoming an owner of a lot, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's unit or lot upon its damage, destruction or obsolescence, all as is provided in the Declaration.

#### ARTICLE XIII

##### OFFICERS AND OTHER DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such

resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created.

Section 8. Duties. The duties of the officers are as follows:

(1) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(2) Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(3) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(4) Treasurer: The treasurer shall receive and deposit all appropriate bank accounts all monies of the

Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XIV

GENERAL PROVISIONS

These By-Laws or any part thereof may be amended, added to, or modified by the Board of Directors or by a vote of three members at any meeting called for that purpose upon notice in accordance with these By-Laws; provided, however, that the proposed amendment shall be set forth in full in such notice. These By-Laws incorporate by this reference the Declaration of Covenants, Conditions and Restrictions governing the Association. In the event of any inconsistency between said Declaration and these By-Laws, the said Declaration shall prevail.

WE, THE UNDERSIGNED, being all of the members of the Board of Directors of Colony Park Townhomes Association, Inc., a non-profit Colorado corporation, hereby confirm that the foregoing By-Laws of said corporation were adopted by unanimous vote of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
TED L. STRAUGHAN

\_\_\_\_\_  
ROBERT I. BAUGHMAN

\_\_\_\_\_  
FRANCES BAUGHMAN

\_\_\_\_\_  
DENNIS H. BARBOUR

ARTICLES OF INCORPORATION  
OF  
COLONY PARK TOWNHOMES ASSOCIATION, INC.

A Corporation Not for Profit

In Compliance with the requirements of C.R.S., 1973, 7-20-101 and the following statutes, the undersigned, all of whom are residents of the State of Colorado, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is Colony Park Townhomes Association, Inc.

ARTICLE II

DURATION

The period of duration of this corporation shall be perpetual.

ARTICLE III

PURPOSES AND POWERS

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

1. To promote the health, safety and welfare of the residents within the following described land, to-wit:

2. To be and constitute the association to which reference is made in the Declaration of Covenants, Conditions and Restrictions of Colony Park Townhomes, hereinafter referred to as "Declaration", as recorded in the records of the County Clerk and Recorder of Mesa County, Colorado, pursuant to Section 39-33-105, C.R.S., 1973, called Colony Park Townhomes Association, Inc., located in Mesa County, Colorado, and to perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified therein.

3. To provide an entity for the furtherance of the interests of the owners of dwelling units and lots in Colony Park Townhomes Association, Inc., with the objectives of establishing and maintaining as a prime dwelling unit and lot ownership project of the highest possible quality and value and enhancing and protecting its value, desirability and attractiveness.

In furtherance of its purpose, but not otherwise, the corporation shall have all the powers conferred upon corporations not for profit by the statutes and common law of the State of Colorado in effect from time to time including all powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the association under the Declaration, which include, but are not limited to, the following:

1. To make and collect assessments against members of the Association for the purpose of defraying the costs, paying taxes on common properties and facilities if any, paying expenses (including the expenses incurred in exercising its powers or of performing its functions) and any losses of the corporation.

2. To manage, control, operate, maintain, repair and improve the project as defined in the Declaration.

3. To enforce covenants, restrictions or conditions to the extent so authorized under the Declaration, and to make and enforce rules and regulations as provided therein.

4. To engage in activities which will actively foster, promote and advance the interests of the owners of townhouses in Colony Park Townhomes Association, Inc.

#### ARTICLE IV

##### MEMBERSHIP

Section 1. This corporation shall be a membership corporation without certificates or shares of stock. There shall be one class of membership, and there shall be one membership in the corporation for each lot, as defined in the Declaration. The owner or owners of a lot shall hold and share the membership related to that lot in the same proportionate interest and by the same type of tenancy in which the title to the lot is held, provided always that there shall be only one membership per lot.

Section 2. Every owner of a lot 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 assessments except as provided in the Declaration. All present or future owners, tenants, future tenants or any other person that might use the facilities are subject to the regulations set forth in the Declaration. Ownership referred to here means the record owner of a fee simple title, except that it includes land installment contract purchasers but excludes those having an ownership interest merely as a security for the performance of an obligation, except as further provided in the Declaration.

Section 3. Each owner or land installment contract purchaser shall be entitled to one vote for each lot owned.

When more than one person holds an interest in any lot, all such persons shall be members. The vote for such dwelling unit or lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. In the event the multiple owners fail to designate their voting representative, the Board of Directors of the Association shall designate such representative until the multiple owners designate their own representative. One mailing address also shall be designated by multiple owners.

Section 4. Each membership shall have the vote as is set forth in the Declaration, on all matters in which members are entitled to vote.

Section 5. A membership in the corporation and the share of a member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the lot to which the membership pertains, provided, however, that the rights of membership may be assigned to the holder a mortgage, deed of trust, or other security instrument on a lot as further security for a loan secured by a lien on such lot.

Section 6. A transfer of membership shall occur automatically upon the transfer of title to the lot to which the membership pertains; provided, however, that the By-Laws of the corporation may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

Section 7. Members shall have no preemptive right to purchase other lots or the memberships appurtenant thereto. The corporation shall have the right to purchase lots as provided in the Declaration.

Section 8. The corporation may suspend the voting rights of a member for failure to comply with the rules or regulations of the corporation or with any other obligation

of the owners of any lot under the Declaration. The rights of any person whose property is subject to unpaid assessment rights to use common or limited common areas may be suspended by action of the board until said assessment is paid in full.

Section 9. The members of the Association shall have no cumulative voting rights in any election.

Section 10. The By-Laws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the members.

#### ARTICLE V

##### BOARD OF DIRECTORS

Section 1. The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors. The Board of Directors shall consist of not less than three members, nor more than seven members. Members of the Board of Directors need not be members of the corporation or residents of the State of Colorado.

Section 2. Members of the Board of Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. The first annual meeting of the Board of Directors shall be held on the first Saturday in December, 1981, at 10:00 A.M. at the registered office of the Corporation which is 639 Main Street, Grand Junction, Colorado, 81501.

Section 3. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner to be provided by the By-Laws.

Section 4. The Board of Directors may, by resolution, create an executive committee of the Board. The number of members of the executive committee and the persons who shall be members thereof shall be determined by the Board of Directors consistent with applicable law. Unless limited by

resolution of the Board or by applicable law, the executive committee shall have all of the powers of the Board to arrange and direct all of the business affairs of the corporation, and, whenever action is required to be taken or may be taken by the Board, such action may be taken by the executive committee and shall be deemed to have been taken by the Board of Directors.

Section 5. The names and addresses of the members of the first Board of Managers who shall serve until the first election of Managers and until their successors are duly elected and qualified, are as follows:

Ted L. Straughan	2667 Catalina Drive Grand Junction, CO 81501
Robert I. Baughman	2575 F Road Grand Junction, CO 81501
Frances Baughman	2575 F Road Grand Junction, CO 81501
Dennis H. Barbour	2496 Random Hills Lane Grand Junction, CO 81503

Any vacancies in the Board of Directors occurring before the first election of Directors shall be filled by the remaining Directors.

#### ARTICLE VI

##### OFFICERS

The Board of Directors may appoint a president, one or more vice-presidents, a secretary, a treasurer and such other officers as the Board believes will be in the best interest of the corporation. The officers shall have such duties as may be prescribed in the By-Laws of the corporation and shall serve at the pleasure of the Board of Directors.

#### ARTICLE VII

##### CONVEYANCES AND ENCUMBRANCES

Corporate real property may be conveyed or encumbered by authority of three-fourths of the homeowners. Conveyances or encumbrances shall be by an instrument executed by a president or a vice-president and by a secretary

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, we, the undersigned, constituting the incorporators of this Association, have executed this document this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
TED L. STRAUGHAN

\_\_\_\_\_  
ROBERT I. BAUGHMAN

\_\_\_\_\_  
FRANCES BAUGHMAN

\_\_\_\_\_  
DENNIS H. BARBOUR

STATE OF COLORADO )  
                          ) ss:  
COUNTY OF MESA     )

9

arb

or an assistant secretary, or executed by such other person or persons to whom such authority may be delegated by the Board or executive committee of the Board.

ARTICLE VIII

INITIAL REGISTERED OFFICE AND AGENT

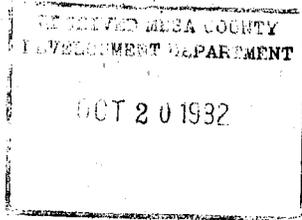
The initial registered office of the corporation shall be 639 Main Street, Grand Junction, Colorado 81501. The initial registered agent at such office shall be Ted L. Straughan.

ARTICLE IX

INCORPORATION

The names and addresses of each incorporator is:

Ted L. Straughan	2667 Catalina Drive Grand Junction, CO 81501
Robert I. Baughman	2575 F Road Grand Junction, CO 81501
Frances Baughman	2575 F Road Grand Junction, CO 81501
Dennis H. Barbour	2496 Random Hills Lane



Colony Park  
Filing #1

original w/ C.E

AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the GRAND VALLEY IRRIGATION COMPANY, a Colorado non-profit mutual irrigation corporation, hereinafter known as "Company", and the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter known as "City", and COLONY PARK VENTURE PARTNERS, a joint venture comprised of Ted L. Straughan, Robert I. Baughman and Dennis H. Barbour, hereafter known as "Partners".

WHEREAS, the Partners desires to construct a culvert bridge within portions of the Independent Ranchmans Feeder Ditch owned and operated by the Company, to wit:

A Culvert bridge to be installed under Cider Mill Road, the centerline of intersection of F Road and Cider Mill Road being S 89° 58' 25" E 1012.95 feet from the Northwest corner of the NE¼ of Section 10, Township 1 South, Range 1 East of U. M.; 80 lineal feet of 102" CSP, bituminous coated, with mitered ends. Rip rap both ends of 102" pipe and provide rip rap on bottom and sides of ditch for a distance of 20.0 feet downstream of pipe end.

WHEREAS, said culvert bridge is being constructed for the purpose of allowing access to Colony Park Subdivision.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. The Company hereby agrees that the Partners, at the Partners expense, may construct said bridge over the property described subject to the following:
  - A. Prior to construction the Partners shall prepare and furnish to the Company plans and specifications of the culvert bridge showing their location, design, elevation, materials and construction. The Company shall have the right to approve these plans as to their safety and effect on the Company's use and maintenance of the Independent Ranchman's Ditch.
  - B. The bridge shall not hinder or interfere with the operation and maintenance of the Independent Ranchman's Ditch by the Company including, without limitation, the flow of water therein and the ability of the Company to inspect, clean, slope, repair and maintain the ditch and ditch banks, or anything pertaining to the ditch.
  - C. The City shall indemnify and hold the Company harmless from any and all damages arising from or in connection with the use and maintenance of said culvert bridge including bodily injury, death or property damage, said indemnity to include the Company's court costs and attorney's fees in investigating, or defending any claims, suits or demands of any type whatsoever asserted against the Company or its employees.
  - D. The City shall operate, maintain and repair said bridge.
  - E. The Partners shall construct said bridge and deliver it to the City.
  - F. Nothing contained herein shall be construed to prevent the Company from performing any maintenance work on or within its ditch or ditch banks which the Company may at its sole descretion deem proper and desirable, using reasonable care.

This agreement shall inure to the benefit of and be binding upon the parties' legal successors, representatives and assigns.

Dated the year and date first above written.

GRAND VALLEY IRRIGATION COMPANY,  
a Colorado non-profit mutual  
irrigation corporation.

ATTEST:

\_\_\_\_\_  
Shirley G. Stocker,  
Secretary

BY \_\_\_\_\_  
Richard K. Fry, President

ATTEST:

\_\_\_\_\_  
Neva Lockhart, City Clerk

CITY OF GRAND JUNCTION, a  
municipal corporation

BY \_\_\_\_\_  
James E. Wysocki, City Manager

COLONY PARK VENTURE PARTNERS,  
a Colorado Joint Venture Partnership

\_\_\_\_\_  
Ted L. Straughan

\_\_\_\_\_  
Robert I. Baughman

\_\_\_\_\_  
Dennis H. Barbour



Original w/ CE

SEWER EASEMENT

Colony Park Venture Partners, a joint venture comprised of Ted L. Straughan, Robert I. Baughman and Dennis H. Barbour, 639½ Main Street, Grand Junction, Colorado, grantor, for valuable consideration, receipt of which is acknowledged, having determined that the sewer easement described herein will not interfere with present or future school purposes, hereby assigns and conveys to the City of Grand Junction, the grantee, its successors and assigns, those rights to an easement which was conveyed to Colony Park Venture Partners by the Mesa Valley School District No. 51 in a document dated May 18, 1982, recorded in Book 1373 at pages 904, 905 and 906 and corrected and recorded in Book 1393 at pages 187, 188, 189 of the Mesa County Records, to use the existing sewer line located near the Eastern boundary of a tract of land owned by Mesa County Valley School District No. 51, and known as the "Pamona School Property", together with the right to install and operate underground sewer connects to said line from Colony Park Subdivision. The easement is described as follows:

A tract or parcel of land situated in the NW¼ of the NE¼ of Section 10, Township 1 South, Range 1 West, of the Ute Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the NW corner of the East half of said NW¼ NE¼ whose North line bears South 89°58'25" East and all bearings contained herein to be relative thereto, thence South 00°01'57" West along the west line of said East half, NW¼ NE¼ 104.98 feet to the true point of beginning, thence continuing South 00°01'57" West 828.68 feet, thence North 89°27'59" West 25.00 feet, thence North 00°22'41" East 828.53 feet, thence South 89°49'10" East 20.00 feet to the true point of beginning.

The easement shall be restricted to use as a sewer line serving only the Colony Park Subdivision. Grantor and Grantee, as a condition of the grant from Mesa County Valley School District No. 51, agrees that all facilities will be placed underground, that access to the easement will be from the adjacent Colony Park Subdivision property, and that entry for the purpose of installation, maintenance, and repair to the sewer line or connects from Colony Park Subdivision will be conducted so as to cause a minimum of interference with use of the Pamona School property. Further, grantee shall correct any damage, both material as well as aesthetic, caused by entry as described herein. For the purposes of this agreement "Colony Park Subdivision" shall mean the tract of land more specifically described as follows:

A tract or parcel of land being the E½ of the NW¼ of the NE¼ of Section 10, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast corner of the NW¼ NE¼ of said Section 10, whose North line bears South 89°58'25" East and all bearings contained herein to be relative thereto; thence South 00°03'53" West 1319.37 feet; thence North 89°56'16" West 658.70 feet; thence North 00°01'57" East 1318.95 feet; thence South 89°58'25" East 659.45 feet to the point of beginning.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

COLONY PARK VENTURE PARTNERS,  
a joint venture

BY: \_\_\_\_\_  
Ted L. Straughan, Partner

BY: \_\_\_\_\_  
Robert I. Baughman, Partner

BY: \_\_\_\_\_  
Dennis H. Barbour, Partner

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF MESA     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by Ted L. Straughan, Robert I. Baughman and Dennis H. Barbour, as partners of COLONY PARK VENTURE PARTNERS, a joint venture.

WITNESS my hand and official seal.

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

My commission Expires:

Address:

## REVIEW SHEET SUMMARY

FILE NO. 33-81 DUE DATE 5/18/81  
 ACTIVITY Colony Park  
 PHASE Preliminary  
 LOCATION 2575 Patterson Road  
 PETITIONER Robert I. Baughman  
 PETITIONER ADDRESS 2579 F Road, Grand Junction, CO 81501  
 ENGINEER Colorado West Surveying & Engineering

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
5/12/81	Fire - City	We cannot accept this as shown. First we need to have you come into our office to do a fire flow or show how you arrived at the 3000 gpm you submitted. Also you must have hydrant spacing every 300 Ft. with intermediate hydrants installed where a determination of required fire flow warrants such. Line size shall be all 8" line with a looped system. This is a must for a development of this size. Any questions come by or call. Thank you.
5/15/81	City Police Dept.	Additional traffic congestion on Patterson (F) road. Access for emergency vehicles. Define which streets are private or public. We do not enforce parking/traffic problems on private drives.
5/15/81	Ranchman Irr. Grand Valley Irrig. Co.	On future plats and declarations, some mention should be made in reference to the irrigation water for the system in this subdivision. Also, safety fences for the canal on F Road should be mentioned. In addition, we need to know how much of a right-of-way will be available on the south side of the canal for maintenance purposes.
5/18/81	City Engineer	I am not sure of the legal position on outletting the storm runoff from a development of this size into that existing irrigation drain ditch to the south. Where does that ditch drain to? The 30 Ft. mat shown on their typical street section is inappropriate. If on-street parking is proposed the mat should be 34 Ft. If no on-street parking is allowed, the 22 Ft. mat width is appropriate. Street right of way should be at least 6 inches beyond the outside edges of concrete appurtenances. No street sidewalks or other public pedestrian ways are shown on this plan. Pedestrian facilities are important and should be provided. Future improvements to F Road will probably require relocation of the Ranchman's Ditch to the south to accomodate a 4-lane arterial street. The 50 Ft. half right-of-way shown for F Road includes the present Ranchman's Ditch so its use for street purposes is severely limited. Power-of-attorney for full street improvements for F Road must be submitted prior to recording the plat. This plan does not designate the streets to be dedicated. I assume that at lease Cider Mill Road and Meander will be dedicated public streets and I am not sure about any others, which streets will "have on-street parking allowed?" It seems to me that Cider Mill Road and Meander should be public streets with on-street parking allowed and with pedestrain facilities along both sides of the street (ie 55 Ft. right-of-way)

and all the other drives could be private with some system of off-street pedestrian ways routed through the "clusters" of buildings. All sanitary sewers not located in dedicated public streets must be in a 20 Ft. easement centered on the sewer.

Detailed construction plans for public streets, public sewers and public storm sewers should be submitted to me for review and approval prior to construction.

A financial guarantee in accordance with Development Regulations Section 27-2.3 should be obtained for all public improvements.

Grand Valley Irrigation Company approval will be necessary for the crossing structure and any channel work at Ranchman's Ditch.

The city will be designing and constructing a pedestrian path on the south side of Ranchman's Ditch this year. The petitioner should be asked to grant an easement and to participate in the cost of the path.

(SIC)

5/18/81	City Utilities	If all interior streets were public streets the homeowners would not have to be in the street maintenance business and utilities would be in public right of way rather than easements.
5/18/81	Mountain Bell	We request easements as shown on plat. Mtn. Bell will go joint trench with Public Service & will require additional easement as plans develop. We request the developer contact our engineering dept. (245-5713) for information on the use of the open ground to help us determine our route of feed.
5/18/81	Transportation Engineer	If "Guarantees" that Meander Dr. will be continued through adjacent property to provide other access points from this development to other roadways, then what is shown is O.K. However, only one access point for this size development is not adequate. What about pedestrian facilities and the Patterson Road bike/ped. path? I assume Cider Mill Road and Meander Dr. are the only dedicated public streets, because I would not be in favor of parking lot arrangements backing out onto city streets, as shown on the other streets in this development.
5/19/81	Ute Water	The "Preliminary Utility Composit" is shown essentially correct for the water system. Needs for this development will be met from the existing 8" line in F Road. All service lines which tee off the 8" line to be installed in Cider Mill Road will be valved with a cast iron gate valve bolted directly to the tee in that 8" line. Each valve will be equal in size to the service line it serves. All valve locations and all mainline bends 11° or greater will have thrust blocks & and said bends will be cast iron. Any water lines which serve fire hydrants and are not looped should be 8" in diameter at least to the hydrant location. All fire hydrants will be isolated with a 6" cast iron gate valve. The 8" line in Cider Mill Road will be tee & valved at the southern most intersection and extended to the South property line. Policies & Fees in effect at the time of application will apply.

## CITY OF GRAND JUNCTION, COLORADO

## MEMORANDUM

Reply Requested

Yes  No 

Date

June 9, 1981

To: (From:) Bob Goldin

From: (To:) Ron Rish

RRR

Subject: Colony Park - Flood Plain Permit

As requested, I have reviewed the application and "Flood Plain Narrative" for the above as prepared by Colorado West Engineering. It is my opinion that the "Flood Plain Narrative" is an inadequate substitute for quantified engineering analysis of flood impacts. This application should be rejected as being an inadequate technical response.

I remind you that "60% of the property is located within the 100 year flood plain" and the proposed development is "a combination of single-family and multi-family residences". The Preliminary Plan reviewed by this office on May 17 1981, showed 210 housing units on a total gross acreage of 19.96 acres. I think a channel as significant as Independent Ranchmen's Ditch adjacent to this dense of a residential development deserves engineering analysis of flood conditions including quantification of the impacts of development.

The statement on the second page of the "Narrative" that removal of the two existing crossing structures at 9+20 and 9+75 will "eliminate the possibility of flow overrunning the banks of the channel and thus eliminate sheet flow from the entire area" is not substantiated by submittal of any calculations or maps. This opinion may hold but it should be demonstrated by hydraulic calculations and topographic analysis. They also do not even state what the size of the new crossing structure at 9+20 will be except that it will be "adequately sized". The fourth page of the "Narrative" states "the exact increase to normal flow has not been calculated due to lack of information regarding duration of storm and duration of peak flow from runoff". It is the petitioner's engineer's responsibility to obtain the necessary data from the Corps of Engineers and/or generate it in order to quantify the hydraulic impacts of a flood on this development and as a result of this development. Opinion statements about the relative sensitivity of "sparse industrial areas" vs "more dense, residential areas" are an unsatisfactory substitute for quantified engineering analysis.

I expect the petitioner's engineer to submit a revised application which includes at least the following:

1. Assumed hydrology - based on Corps of Engineers HEC-2 data which is available from them
2. Hydraulic analysis (including calculations) for the reach of channel in question for the developed conditions. This should demonstrate:
  - a. Channel work required
  - b. Improvements to keep 100 year flood out of Colony Park
  - c. Hydraulic impacts upstream and downstream due to development and improvements
  - d. Size of road crossing required.

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested

Yes  No

Date

June 9, 1981

To: (From:) Bob Goldin From: (To:) Ron Rish *RRR*

Colony Park - Flood Plain Permit

I also hope you will not allow residential housing to be constructed on this site based on some future intent to correct the channel crossing at 9+75 by "development of the property immediately east will ultimately involve replacement of the crossing". By whom will this be done and when? That crossing apparently creates some of the 100 year sheet flow flooding.

cc - Dick Hollinger  
Don Newton  
Jim Patterson

## REVIEW SHEET SUMMARY

FILE NO. 33-81 (2 of 2) DUE DATE 8/16/81  
 ACTIVITY Colony Park Filing No. 1  
 PHASE Final Plat ACRES \_\_\_\_\_  
 LOCATION 660.0 feet East of 25 Rd., S. side of F Rd.  
 PETITIONER Ted L. Straughan  
 PETITIONER ADDRESS 639½ Main St., Grand Junction, CO 81501  
 ENGINEER Colorado West Surveying & Engineering

### OVERALL CONSIDERATIONS

- OVERALL COMPATABILITY  
  CONSISTENCY  
  ADJACENT PROPERTY  
  CHANGE IN THE AREA  
  TRAFFIC IMPACT

ESTIMATED COST \$100  
 DATE FOR REVIEW 8/16/81

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
8/11/81	Fire Dept.	<p>This office will approve the fire protection as shown on the utilities composit plan 8/7/81.</p> <p>We would ask that Ute Water verify that 2500 to 3000 gpm can be provided on this dead end 8 inch line.</p> <p>A construction plan shows type of construction to be provided to determine fire flow. A hydrant agreement must be signed before construction.</p>
8/14/81	Transportation Engineer	The 90° parking that backs out onto the loop road is a poor arrangement. How about pedestrian facilities?
8/13/81	Floodplain Administration	<p>No problems, if work is coordinated with City Engineer, and all his concerns are resolved.</p> <p>Will need to come in for a letter of conformation for the actual Floodplain permit and pay the fee for the permit to be issued.</p>
8/13/81	City Parks/Rec.	No comment.
8/14/81	Mountain Bell	No comments.
8/17/81	City Utilities	<p>Cider Mill Road will serve as a public road through the sub-division and should be built to city standards.</p> <p>Construction plans for the sanitary sewer must be approved by the City Engineer prior to construction.</p>

8/17/81

Staff Comments

- 1) Any screening or buffering provided?
- 2) Lighting scheme needed, i.e. parking lot, common open space.
- 3) Good to see bikeracks being provided.
- 4) Has trash pick-up been coordinated with Bill Reeves?
- 5) Any RV parking to be provided?
- 6) Designate crosswalks for pedestrian safety, any sidewalks.
- 7) What will be ground cover?
- 8) Low profile bushes/growies at ingress/egress.
- 9) A few parking stalls in question on south side, is it a driveway or parking stalls?
- 10) Good use of trees existing.
- 11) Any signage proposed?

Project must obtain building permit within 1 year of approval or be scheduled for a rehearing.

8/17/81

City Engineer

I will respond by separate letter to Colorado West Engineering to their letter of July 28, 1981, concerning the Floodplain Permit application. (I received the letter via this submittal packet). In any case, a floodplain permit will be required and when I have had an opportunity to review the detailed information submitted, I will respond and will copy the Floodplain Administrator. For the record, the only contact these folks have had with me since the May submittal and the public hearing before City Council was one brief visit a few weeks ago by Bob Engleke concerning the parking lot access driveway. Several issues were raised by me at Preliminary Plat review (see comments of May 17, 1981). This plan does not properly address the following:

1. They show 1/2 of F Road, Ranchmen's Ditch and a bike-path in 50 ft. half right-of-way plus a 10 ft. easement. It is physically impossible to fit all those items in that width. Ranchmen's Ditch may have to be relocated southward to allow room for 4-laning F Road. These plans show no details of what the bikepath will physically be if fencing ~~will~~ be required along the ditch, or how the ditch company service access road will fit into this layout. To my thinking, none of these important issues are addressed by these plans and anyone of them could seriously impact the City's plans to improve F Road. A Power of Attorney for F Road improvements should also be obtained.

2. Cider Mill Road should be a dedicated public street to full City standards on a 55 ft. right-of-way. It should not be a "private road" as they have indicated on their plans and plat. The loop driveway to the west can and probably should be a private driveway with easements provided for utilities but to not dedicate and fully improve Cider Mill Road (including a temporary cul-de-sac at the south end) with all public facilities including sidewalks and on-street parking will be a short-sighted mistake in my opinion. This street will be the only access into the total Colony Park from F Road.

My comments of May 17, 1981 still apply and I strongly request that they be made available (verbatim) again to the Planning Commission and Council.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
8/19/81	Irrigation Grand Valley Late	In a letter to Monty of Colorado West Surveying and Engineering dated June 15, 1981, the problem of storm and waste water run-off was addressed. These requests pertaining to this situation have been ignored.  Also in the Review sheet dated May 14, 1981, I mentioned safety fences on the south side of the Canal right-of-way. Nothing on the final plat addresses this.  The right-of-way for the Canal is not mentioned. This is most important as this Canal is owned and operated by the Grand Valley Irrigation Company and we must retain our working area.
8/25/81	Public Service LATE	Electric: Label 20' drainage easement in SW corner as utility easement also. Will obtain additional utility easements as required by separate instrument when service is requested. Need developer to contact PSCO regarding points of service. Gas: PSCO gas will need to meet with developer to determine meter location, amount of load at each unit, points of service and locations of easements for main installation.
8/25/81	G.J. Drainage LATE	Need signed tiling agreement for portion to be completed for filing No. 1. before final approval. Drain to be extended to south boundary of filing no. 1. Contact this office for contract.
8/25/81		RINKER/TRANSMEIER PASSED 5-0 (LITTLE ABSTAINING) A MOTION TO SUBMIT TO CITY COUNCIL FOR CONSIDERATION #33-81, COLONY PARK FILING #1, FINAL PLAT, FOR PETITIONER TED L. STRAUGHN, LOCATED 660 FEET EAST OF 25 ROAD, SOUTH SIDE OF F ROAD, AND WOULD RECOMMEND APPROVAL OF THE FINAL PLAT, SUBJECT TO STAFF COMMENTS BEING RESOLVED PRIOR TO SUBMISSION TO CITY COUNCIL; IF STAFF COMMENTS CANNOT BE RESOLVED AS TO THE SIDEWALK ISSUE THE MATTER WILL BE RETURNED BACK TO THE PLANNING COMMISSION ON THE NEXT AGENDA.  RINKER/TRANSMEIER PASSED 5-0 (LITTLE ABSTAINING) A MOTION TO SUBMIT TO CITY COUNCIL FOR CONSIDERATION #33-81, COLONY PARK FILING #1, FINAL PLAN, FOR PETITIONER TED L. STRAUGHN, LOCATED 660 FEET EAST OF 25 ROAD, SOUTH SIDE OF F ROAD, AND WOULD RECOMMEND APPROVAL OF THE FINAL PLAN, SUBJECT TO STAFF COMMENTS BEING RESOLVED.



## THE GRAND VALLEY IRRIGATION COMPANY

688 - 26 Road  
GRAND JUNCTION, COLORADO  
81501

June 15, 1981

Colorado West Surveying and Engineering  
835 Colorado Avenue  
Grand Junction, Colorado 81501

Attention: Monty

Re: Colony Park

Dear Monty:

Upon reviewing the plat for Colony Park, I found that the drainage will flow into the Independent Ranchmen's Canal of the Grand Valley Irrigation Company. This water has historically drained into the Independent Ranchmen's Canal as irrigation waste.

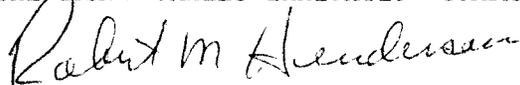
As the use of the land changes into subdivision use, the quality of the waste water changes as well. Impurities from cars (i. e., ice and snow melting agents, detergents, waxes, and others) change the quality of the water that becomes waste water. This waste water flows into water ways for irrigation and agricultural use.

The quality of this waste water must be kept as free from impurities as possible in order for agricultural producers to obtain top production from their farmlands. This irrigation water is owned and paid for by these producers and the demand that we keep it as pure as possible is becoming more pronounced.

Upon assurance that this change of waste water will not be more contaminating than agricultural waste water, this waste way will be available.

Yours truly,

THE GRAND VALLEY IRRIGATION COMPANY



Robert M. Henderson  
Superintendent

RMH/djc



BOB  
COLORADO WEST  
SURVEYING COMPANY

comprehensive land planning  
complete surveying service

835 COLORADO AVENUE • 303 245-2767 • GRAND JUNCTION, COLORADO 81501

June 16, 1981

City Planning Department  
Grand Junction, Colorado 81501

Dear Planners:

This letter is in response to the review comments on Colony Park and is a supplement to the letter by Colorado West Engineering

Meander Drive, Meander Court and Cider Mill Road are proposed for dedication to the public. There will be no parking on Meander Circle and only emergency and over flow parking on one side of Meander Drive and Cider Mill Road.

Each agency will be called out and responded to by name:

FIRE DEPARTMENT; Colorado West Engineering met with Mr. Painter and worked out all details.

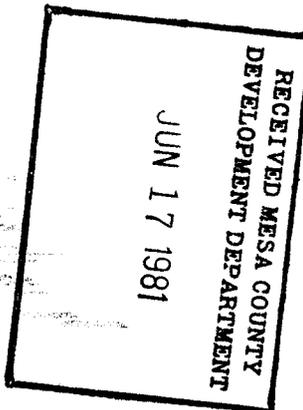
CITY POLICE; any development, even 1 or 2 units, impacts a street. What better place to put this traffic than on a major arterial, that is to be improved in the very near future. As for parking enforcement, see opening statement.

GRAND VALLEY IRRIGATION; see enclosed letter. Declarations for all utilities have a tendency to clutter and confuse on final plats. This should be done on a sign off sheet.

CITY ENGINEERING; see attached letter from Grand Valley Irrigation for storm run off. Storm run off water is routed per request by Grand Junction Drainage.

The street section shown as 34 feet and 26 feet are a drafting error and should be 36 feet and 28 feet, allowing 1 foot behind curb for right of way. The 30 foot mat will give a more open and less congested air to the development, allowing only emergency and part time over flow parking on one side. If a 30 foot mat is not acceptable under these conditions, we will adjust to 22 feet of mat. Detached pedestrian ways will allow an easy foot traffic flow throughout the development.

Please find enclosed a copy of a portion of a study to the improvements for Patterson Road ( F Road ) provided to us by the City Engineer at the beginning of our design of this project. Note the area underlined in red on the third page of the enclosed part of this report.



Bike racks will be provided in the final design package.

Appropriate easements will be granted for any utilities not in dedicated streets.

As is required at the time of final plat, Engineering plans will be submitted for the review of the appropriate agencies.

Financial guarantees will be a part of final submittal for the placement of public improvements.

Approval for Grand Valley Irrigation will be received before the removal or construction of any crossings.

The petitioner has stated in public meeting at zoning and at outline development plan stage, before the planning commission and the City Council, and at preliminary plat before the planning commission, his willingness to co-operate on the development of bike paths and pedestrian walkways.

CITY UTILITIES; see above comments.

MOUNTAIN BELL; appropriate easements will be granted,

TRANSPORTATION ENGINEER; no guarantees can be given as to what will happen in future development for the extension of Meander Drive. All that can be done is provide the opportunity for extension in the nature of good planning.

Also see above comments for access, emergency access as shown on plat, street dedication, pedestrian walks and bike paths.

UTE WATER; Colorado West Engineering met with Ute Water and resolved any questions.

STAFF COMMENTS; the following items will be included in final plat submittal: easements, power of attorney for F Road, Engineer designed irrigation system, trash pickup and bike racks.

Parking stalls will be 20 feet in length and 9 feet wide,

As is shown on the preliminary plan, there will be an emergency access along the East line, where the existing driveway is now, with break away barriers for emergency use.

Contact has been made with the City Parks Department and they are interested in having Colony Park participate in the development of tennis courts in Pomona Park.

City Planning letter - page 3

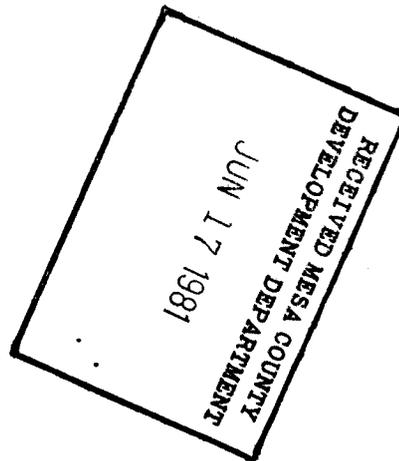
Additional pedestrian circulation and open space amenities,  
will be designed and included with final building plans,  
all as a part of final plan submittal.

X FLOOD PLAIN ADMINISTRATION; a revised flood plain study  
has been submitted.

Respectfully submitted,



William G. Ryden  
COLORADO WEST SURVEYING CO.



COLORADO  
WEST  
ENGINEERING

CONSULTING CIVIL ENGINEERS  
835 COLORADO AVE., GRAND JUNCTION, COLORADO 81501  
303/245-5112

Colony Park  
Rec 8-6-81 Filing #1 File  
w/ Dev. Review Packet

July 28, 1981

Mr. Ronald P. Rish  
City Engineer  
c/o City of Grand Junction  
Grand Junction, CO 81501

Re: Colony Park flood plain permit  
application addendum (#101.3)

Dear Mr. Rish:

Some time ago, we accidentally came across a copy of your memorandum to Bob Goldin, dated June 9, in which you referred to our flood plain narrative as an "inadequate technical response".

We felt that our opinions and assumptions were adequately supported by information contained in the "Corps of Engineers' Flood Hazard Report", which could easily be verified. We did make contact with the local Corps of Engineers Office and were referred to the Sacramento District Office, to the District Hydrologist. We were told that if it were absolutely necessary, the information might be retrieved from their computer in the form of computer cards which we would have to convert and interpret ourselves. Information already contained in the study led us to believe it unnecessary to go to the trouble of retrieving information that may not be of additional help. (see letter from Corps of Engineers and sample data available.)

In response to your questions and comments, we are hereby submitting this addendum to our original floodplain permit application, complete with channel cross sections, flood water elevations, hydraulic calculation for channel capacities and replacement culvert sizes, preliminary drainage plan for the development, and other supporting documents and information.

Called Roger 12-30-81  
& he is not clear on how the project will be laid out. He says the front-end planning by Ryden/Engleke never seemed to be finalized & some changes are still occurring. I told him I would write Straghan about needing a plan to go by or that I cannot respond to engineering requests such as this one concerning flood plain permit. Roger agreed this was probably the best course & that he has felt like me since August, "in the dark!"

CC: Patterson  
Goldin

I am not going to waste time reviewing plans which have to be revised & have not.

Ron Rish

We will address your comments and questions in the order that they appear in your memorandum so as to completely answer all of them.

The original plan for this development included a preliminary plan for development of Colony Park as well as the Gormley property immediately east. That plan included a single common entrance to the properties, located at channel station 9+75. However, the preliminary plat submitted for approval omitted Gormley's property and showed a single entrance at approximate channel station 8+90. The existing crossing at 9+20 (Colony Park east boundary) will be removed. The crossing at 9+75 will not be affected. The 9+20 crossing is listed by the "Corps of Engineers' Flood Hazard Report" (page 9) as an "obstructive stream crossing". This obstruction is evident when looking at the channel profiles (Flood Hazard Study plat 73) and the channel sections shown on our larger 24" x 26" drawings. The 100-year flood elevation upstream of the crossing is 4590.7. Immediately downstream, the flood elevation drops to 4585.0. The channel section at 9+20 clearly shows that the higher elevation upstream would force water over the top of the bank, as well as out onto Patterson Road. This is also shown by the 100-year flood line, on plate 20. Immediately downstream of the crossing, the 100-year flood elevation shows that the entire flood flow would be easily and safely contained well within the existing channel. Our removal of the crossing at 9+20 will also remove school and park property, as well as Patterson Road from the flood plain.

We know from the Flood Hazard Report, that the peak 100-year flood flow in Horizon Drive Channel at Independent Ranchman's Ditch is 600 C.F.S. It seems impossible to calculate how much of that volume is contained in the overland sheet flow, which we propose to retain in the existing channel. This quantity, however, seemed less important once we were able to determine that the existing channel is more than safely adequate for the entire 600 C.F.S.

We realize that by containing the entire flow within the channel, we are eliminating some surface retention, which will add slightly to the downstream flow. This volume is also difficult if not impossible to calculate. This led to our "opinion statement" that "sparse industrial areas downstream are less sensitive than more dense residential areas".

Again, in our opinion, if the existing crossing were to remain the first flood waters to top the crossing would undoubtedly wash away the poorly constructed dirt roadway

## CULVERT SIZING

Q = 600 C.F.S.  
 N = 0.024  
 S = 0.0062 ft/ft.  
 D = 114" 9'-6" C.M.P.  
 or 140" x 90" C.M.P. Arch

list manning formula calculations for answer

Q = 600 C.F.S.  
 N = 0.024 (for C.M.P.)  
 S = 0.0062 ft/ft. (exist. channel slope)

$$Q = \frac{1.49AR^{2/3}S^{1/2}}{n}$$

$$AR^{2/3} = \frac{Q \cdot N}{S^{1/2} \cdot 1.49}$$

$$AR^{2/3} = \frac{(600)(0.024)}{(0.0062)^{1/2} \times 1.49} = 122.74$$

for circular pipe flowing full

$$R = \frac{D}{4}$$

$$A = \frac{D^2}{4}$$

$$AR^{2/3} = \frac{D^2}{4} \times \left(\frac{D}{4}\right)^{2/3} = 122.74$$

$$= \frac{1}{4}D^2 \times \frac{D^{2/3}}{4^{2/3}}$$

$$= .785D^2 \times \frac{D^{2/3}}{2.52}$$

$$= (.785D^2) \times (.397D^{2/3})$$

$$122.74 = 0.3116D^{2.667}$$

$$D^{2.667} = 393.846$$

$$D = 9.4026'$$

and culvert backfill, which caused the obstruction; thus, increasing channel size and eliminating overland flow in the area south and west of the crossing anyway. In the event of a 100-year flood, we question whether or not the obstruction would remain long enough to cause the anticipated overland sheet flow.

These opinions also seem to be confirmed in the Flood Hazard Report (existing topography, flood water profiles, etc.)

We do anticipate some channel work, as indicated on the typical finished cross sections contained herein. This proposed section is general only, as we intend to correlate this work with the development of Patterson Road. Channel size will not decrease and the removal of the obstructive crossing will keep the 100-year flood out of Colony Park.

Upstream properties will not be adversely affected. Downstream properties could be affected slightly as previously outlined in the original Flood Plain Narrative. (Estimated depression storage volume eliminated = 1.34 acre-feet. Existing flood area at 25 Road = 7.8 acres. If the entire 1.34 acre feet of water entered this 7.8 acres, it would add approximately  $1.34/7.8 = 0.17'$  or two (2) inches to the present flood elevation.) Even this possibility would be eliminated by the replacement of the culvert crossing at 25 Road which is also shown by the Corps of Engineers as an obstructive crossing.

We calculated the size of culvert needed to safely handle the 600 C.F.S. flood flow. See separate sheet.

Culvert size required for 600 C.F.S. flow is 114" dia. C.M.P. or 140" x 90" C.M.P. Arch

or if 2.0 feet of headwater is allowed during the 100-year flood, a 90" dia. C.M.P. would handle the flow (see nomograph, Headwater depth for C.M.P. Culverts with inlet control).

We would be interested in a comparison of calculations for the Colony Park culvert (90" dia.) as opposed to the culvert (72" dia. ±) installed as a crossing for the new C. & F. Food Store at Patterson and 25 Roads.

Sincerely,  
COLORADO WEST ENGINEERING

*Roger A. Foisy*  
Roger A. Foisy, P. E.

sjh

CITY OF GRAND JUNCTION FLOODPLAIN PERMIT APPLICATION

APPLICANT Ted Straughan  
MAILING ADDRESS 639½ Main Street  
Grand Junction, Colorado 81501  
TELEPHONE HOME (303) 243-3789 WORK (303) 242-6566

OWNER (IF DIFFERENT THAN APPLICANT) Robert Baughman, Dennis Barbour, Ted L. Straughan as tennants in common, at above address  
MAILING ADDRESS Straughan as tennants in common, at above address

TELEPHONE HOME ( ) same as above WORK ( )

COMMON LOCATION OF THE PROJECT SITE: 2560 Patterson Road, Grand Junction  
(STREET ADDRESS)

MESA COUNTY ASSESSOR'S TAX PARCEL NUMBER 2945 101 00 003

BRIEF DESCRIPTION OF THE PROPOSED USE OF THE SITE  
Residential subdivision, planned development with combination of  
single family and multi family residences

RIVER, STATION: Horizon Drive Channel, 8+65 to 9+02

ELEVATION OF THE 100 YEAR FLOOD EVENT: 4591 (overbank flow at 9+02 obstructive crsng  
DETERMINED FROM:  CORPS OF ENGINEERS, FLOOD HAZARD STUDY, NOVEMBER 1976  
 HUD FLOOD INSURANCE STUDY, JANUARY 1978

ENGINEER COLORADO WEST ENGINEERING  
MAILING ADDRESS 835 Colorado Ave.  
Grand Junction, Colorado 81501  
TELEPHONE WORK (303) 245-5112

TO BE COMPLETED BY STAFF

FEE \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ RECEIPT NO. \_\_\_\_\_ FILE NO. \_\_\_\_\_

REQUIRED DOCUMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FLOODPLAIN NARRATIVE

To Accompany

CITY OF GRAND JUNCTION FLOODPLAIN PERMIT APPLICATION

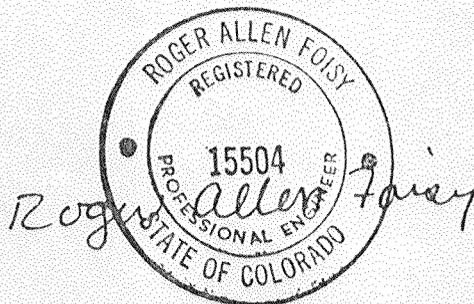
For

Applicant: Ted Straughan

Address: 639½ Main Street  
Grand Junction, Colorado 81501

Project site: 2575 Patterson Road  
Grand Junction, Colorado

Prepared by: COLORADO WEST ENGINEERING  
835 Colorado Ave.  
Grand Junction, Colorado 81501  
(303) 245-5112  
Roger A. Foisy, P.E.  
Colorado Registration No. 15504



## SOURCES OF INFORMATION -

The source of information for this narrative is the "Corps of Engineers, Flood Hazard Study, dated November 1976, and the floodplain maps and flood profiles generated by that study.

More exact, calculated values of sheet flow volume, detention time, storm intensity and duration are difficult to arrive at because of the absence of known factors and characteristics of the 100 year storm and the watershed area.

Estimates given and assumptions made in this report are based on information given in the Flood Hazard Study. This information has been projected and analyzed according to common drainage practices.

## PROJECT SITE -

The property being considered for development is located between 25 5/8 and 25 3/4 Patterson Road, Grand Junction, and extends some 1320 feet, more or less, south of Patterson Road, containing approximately 17 acres.

The petitioner is proposing a planned development with a combination of single-family and multi-family residences.

## DEVELOPMENT AND FLOODPLAIN HAZARDS -

The northern 60% of the property is located within the 100 year, Horizon Drive Channel flood plain (sheet flow area), according to the Flood Hazard Study.

The study and the accompanying maps and flood profiles show that the culverts crossing the Independent Ranchmens Ditch at stations 9+20 and 9+75 are "obstructive stream crossings".

From the flood profiles contained in the study, it can be seen that these two obstructive crossings would cause water to back up during the 100 year flood, overrunning the banks of the channel. This overrun water would flow south-westerly across the adjoining property to the east.

This overland flow would then enter the petitioners property and flow west across the Pomona School property until it ultimately reached 25 1/2 Road. Upon reaching the built up 25 1/2 Road, the flow would be directed north along the edge of the road until it ultimately returned to the channel.

There are two entrances back to the channel located

approximately at stations 7+87 and 8+67. These are low spots in the south bank of the stream channel which would appear to allow overland flow from the properties to return to the channel.

The proposed development of the petitioners property would involve the removal of the existing culvert crossing at station 9+20 and installation of a new crossing adequately sized to handle the entire 100 year flood flow.

Development of the property immediately east will ultimately involve the replacement of the crossing located at station 9+75.

The removal of these obstructive stream crossings will eliminate the possibility of flow overrunning the banks of the channel and thus eliminate sheet flow from the entire area. The flood plain maps show that the existing channel is of adequate size to handle the anticipated total flood flow.

Under existing conditions, the property within the 100 year flood plain, approximately 23 acres, acts not as a "retention" or ponding area but merely as a "detention" area. Sheet flow covering the property ultimately returns to the channel downstream, minus surface retention and that water absorbed into the dry ground.

#### EFFECTS ON UPSTREAM PROPERTIES -

The development of the property under consideration, including removal of the obstructive stream crossings and thus the elimination of 100 year sheet flow across the property, will have no effect on upstream properties, with the exception of the elimination of sheetflow across a few acres of property immediately east. The remainder of this same adjacent property, within the flood plain, is subject to sheet flow caused by the obstructive crossing at station 9+75 which will probably become the main entrance to that property at the time it is developed.

The crossing located at 26 Road is also listed in the study as an obstructive stream crossing. During the 100 year flood this obstruction becomes the controlling factor in upstream overbank and sheet flow. Thus, any changes made decreasing obstructions or decreasing detention areas downstream of the 26 Road crossing would have no effect upstream of that crossing.

#### EFFECTS ON ADJACENT PROPERTIES -

As previously mentioned, the removal of obstructive

crossings at 9+20 and 9+75 would eliminate 100 year sheet flow on approximately 7 acres of property immediately east of the petitioner's property and along the south bank of the channel.

Immediately west of the petitioner's property is the Pomona school and playground area. The flood plain boundary takes in the major part of the school grounds as well as the school building. This property is subject to 100 year sheet flow simply because it is lower than the property to the east. Sheet flow originating on the properties to the east naturally flows toward 25½ Road, across the school property. The proposed development would also eliminate sheet flow across the school property.

#### EFFECTS ON DOWNSTREAM PROPERTIES -

As outlined above, the land being considered for development, as well as some adjacent land east and west (approx. 23 acres total) lies within the 100 year sheet flow flood area. This land in its existing state, although covered by sheet flow, will not retain the total volume of water. As can be seen from the flood plain/topographic map, there are two locations on the south bank of the channel, station 7+87 and station 8+67, where sheet flow will naturally return to the channel.

The only water not returned to the channel would be that volume retained as depression storage and that lost as infiltration. This total volume is estimated to be about 0.7 inches over the entire 23 acres (depression storage = 0.2 inches, infiltration = ½ inch/hour for 100 yr. storm), or approximately 1.34 acre feet of water.

If development of the property takes place as planned, this estimated volume of water would be added to the downstream flow due to elimination of the depression storage and infiltration on the property. This additional volume is thought to be negligible when compared with the total volume contained in the channel downstream.

The estimated time required for overland flow from the obstructive crossing at 9+20 to 25½ Road, where flow returns to the channel, is approximately 25 minutes (1500 ft./ 1 ft. per sec., Flood Hazard Study estimated overbank area velocity of flow).

Under present conditions, during a 100 year flood, the temporary storage provided by overland flow would serve to reduce peak discharge only slightly during the time required for that flow to return to the channel. Upon return to the channel, the discharge would then be increased by the same amount minus depression storage and infiltration.

After development takes place sheet flow will be eliminated. The volume of water which would have been detained across the property will be retained in the channel. This will increase the "normal" 100 year flow in the channel, but this increase again is thought to be insignificant when compared to the total flow of 600 C.F.S.

The exact increase to normal flow has not been calculated due to lack of information regarding duration of storm and duration of peak flow from runoff.

The culvert at 25 Road is also listed as an obstructive stream crossing. Water backs up behind this culvert, overflows the banks of the channel and flows downhill along 25 Road. Ponding would occur in this area, covering a narrow strip of land on the east side of the road approximately 200 feet wide and 1700 feet long.

Obviously, the elimination of detention areas upstream would increase the amount of water conducted into such downstream retention areas. This additional effect is impossible to estimate. However, we believe the flooding downstream would not be significantly affected. In addition, this flooded area adjacent to 25 Road is an industrial area and flooding is much less critical and damaging in such sparse industrial areas as opposed to more dense, residential areas.

The development of the property described above is not expected to produce any change in floodwater velocity or direction of flow during the 100 year flood. We also expect no increased erosion or scour to adjacent, upstream or downstream properties.

Flood water ponding elevation would be increased however slightly in the industrial area along the east side of 25 Road, as described above.

#### RELEASE OF TOXIC MATERIALS -

We do not anticipate at all, any possibility of the release of any toxic materials during the 100 year flood event.

#### ROUTES OF ACCESS DURING 100 YEAR FLOOD EVENT -

Because replacement of the obstructive stream crossings and further development of the property will completely eliminate flood waters from the interior of the property, and retain the flow within the channel, the normal, planned routes of access would also be open and accessible during the 100 year flood.

#### FLOODPROOFING OF UTILITIES -

Because sheet flow will be completely eliminated from the developed property, sanitary sewer, domestic water, electric power, natural gas and telephone cables, boxes, etc., will not require any protection against flood water.

#### ANCHORING FLOATABLES -

Also because of the elimination of sheet flow from the entire developed property, there will be no need to provide for anchoring of floatables.

## INTRODUCTION

### PURPOSE AND SCOPE OF REPORT

The purpose of this report is to describe and illustrate the flood hazard in the vicinity of Grand Junction, Mesa County, Colorado. The report will aid in planning the best use of lands subject to inundation from 100- and 500-

year floods. However, it does not contain recommendations for solving flood problems or plans for use of flood plain areas because these activities are the responsibilities of local governments.

### LIMITS OF STUDY

The report covers the Colorado River from 22 Road upstream to 32 Road and the lower reaches of the Gunnison River, Leach Creek, Horizon Drive Channel, and Lewis Wash in and around Grand Junction. The Gunnison River, Leach Creek, and Lewis Wash are direct tributaries to the Colorado River. Horizon Drive Channel flows through the

northern portion of the city. It becomes Independent Ranchmens Ditch in the vicinity of Grand Valley Canal. The Colorado River is the only other stream under study to enter the city, passing through the western sector. Plate 1 is a general map of the area. The stream reaches studied are shown in Table 1.

TABLE 1

STREAM REACHES STUDIED

<u>Stream</u>	<u>Reach</u>		<u>Length of Reach (miles)</u>
	<u>From:</u>	<u>Upstream to:</u>	
Colorado River	22 Road	32 Road	12
Gunnison River	Mouth	Redlands Dam	2
Leach Creek	24 Road	H Road	4
Lewis Wash	Mouth	Government Highline Canal	3
Horizon Drive Channel	F Road	Vicinity of Walker Field	3

**TABLE 2**  
**DRAINAGE AREAS AND**  
**HEADWATER ELEVATIONS**

<u>Stream</u>	<u>Location</u>	<u>Approximate Drainage Area sq. ml.</u>	<u>Approximate Elevation of Headwater Area ft. (msl)</u>
Colorado River	Gaging Station near Fruita	17,100	12,000
Gunnison River	Gaging Station near Grand Junction	7,930	14,000
Leach Creek	At mouth	25	5,500
Horizon Drive Channel	At "F" Road	2	5,500
Lewis Wash	At mouth	5	5,500

The climate of the area is arid to semiarid with yearly precipitation averaging about 8 inches at Grand Junction, from about 10 to 15 inches in headwater areas of the Book Cliffs, and about 40 inches in the headwater regions of the Colorado and Gunnison Rivers. Most of the annual precipitation in the higher elevations occurs as snow and a deep snowpack accumulates. Temperatures are often in the nineties in the summer and below freezing in the winter. Occasionally, summertime temperature may exceed 100° and winter

temperature may drop as low as -20°. Natural vegetation in valley areas primarily consists of cottonwood and willow, desert shrub, and an understory of hardy grasses. Prominent between 5000 and 8000 feet are juniper, piñon pine, oak, big sagebrush, and Douglas Fir. From 8000 feet to timberline, vegetation consists mainly of aspen, spruce, sub-alpine fir, lodgepole pine, and native grasses and shrubs. Vegetation is sparse above timberline but includes grasses, sedges, and alpine willow.

### **NATURE OF FLOOD PROBLEMS**

As noted, most of the annual precipitation in the higher regions of the basins of the Colorado and Gunnison Rivers occurs as snow and a deep snowpack accumulates. General rainstorms covering large areas for extended

periods can occur in the region during spring and summer. Convective type cloudburst storms of small areal extent, which account for about half of the normal annual precipitation in the Grand Junction area, can be

the drainage basins of the Colorado and Gunnison Rivers and convective type cloud-burst storm runoff from the drainage basins of the tributary streams create the most severe flood conditions in the study area.

The unit hydrographs for Leach Creek, Horizon Drive Channel, and Lewis Wash were developed by using the Snyder technique and data from several similar nearby basins with recorded thunderstorm runoff. Regional snowmelt flood envelope curves for the Colorado and Gunnison Rivers were developed using flow-discharge frequency data.

Snowmelt flows of the Colorado and Gunnison Rivers at Grand Junction were developed from frequency curves for those streams above Grand Junction. Based on available data, the 1921 flood was selected as being most representative for combined runoff from the two rivers, and the standard project flood was determined to have a frequency of 250 years (50 percent larger than the 1921 flood). To establish standard project flows on the Colorado River, a 150 percent

value of the 1921 floodflows at Palisade was determined and then reduced by 8,000 cubic feet per second to reflect the effect of upstream reservoirs. For standard project flows on the Gunnison River, 150 percent of the 1921 floodflow at Grand Junction was established and then divided into runoff above and below Blue Mesa Reservoir (55 and 45 percent, respectively). Blue Mesa Reservoir was completed in 1965. Runoff above the reservoir was computed as a ratio of the 1921 flows and adjusted for present conditions. Reservoir releases were made so that downstream channel capacities would not be exceeded and assuming maintenance of minimum power pool level. Downstream runoff was then added to arrive at present standard project flow at Grand Junction. Flows in the two rivers were combined for total standard project snowmelt flows at Grand Junction. The 100-year flood event was established as an 89 percent value of the standard project event. The resulting floodflows are shown in Table 3.

**TABLE 3**  
**PEAK FLOWS**  
**100- AND 500-YEAR FLOODS**

<u>Stream</u>	<u>Location</u>	<u>Peak Flow</u>	
		<u>100-Year Flood</u>	<u>500-Year Flood</u>
Colorado River	Above mouth of Gunnison River	63,000	82,000
Colorado River	Below mouth of Gunnison River	82,000	107,000
Gunnison River	At Grand Junction	20,000	25,000
Leach Creek	At H Road	1,800	4,200
Horizon Drive Channel	At Independence Ranchmens Ditch	600	1,800
Lewis Wash	At I-70	1,400	3,800

**TABLE 4**  
**OBSTRUCTIVE STREAM CROSSINGS<sup>1</sup>**

<u>Identification</u>	<u>Location<sup>2</sup></u>	<u>Streambed</u>	<u>Under-clearance<sup>3</sup></u>	<u>Elevation<sup>2</sup></u>		
				<u>Top of Roadway<sup>4</sup></u>	<u>100-year Flood</u>	<u>500-year Flood</u>
<b>COLORADO RIVER</b>						
Grand Avenue (State Highway 340):						
Westbound Lanes	385.53	4538	4559	4562	4553	4555
Eastbound Lanes	385.56	4538	4559	4562	4554	4556
DRGWRR	386.71	4546	4566	4570	4563	4565
5th Street (U.S. 50):						
Northbound Lanes	386.83	4549	4570	4575	4564	4566
Southbound Lanes	386.84	4550	4565	4572	4565	4567
32 Road	393.05	4606	4625	4630	4627	4629
<b>LEACH CREEK</b>						
River Road*	2,040	4532	4540	4542	4543	4545
DRGWRR	2,100	4534	4541	4545	4544	4546
U.S. Highway 6/50*	2,440	4536	4542	4546	4545	4547
6/50 Frontage Road*	2,625	4536	4544	4545	4545	4547
24½ Road*	9,890	4565	4574	4575	4574	4574
25 Road*	12,530	4576	4587	4591	4590	4590
Main Line Grand Valley Canal	13,630	4584	4594	4599	4593	4594
G½ Road*	19,130	4627	4637	4650	4640	4640
I-70 Frontage Road*	19,540	4638	4646	4661	4660	4661
26 Road*	21,330	4653	4659	4662	4664	4667
H Road*	22,570	4666	4674	4684	4685	4686
<b>LEWIS WASH</b>						
D Road	2,070	4610	4620	4622	4621	4623
D½ Road	4,730	4629	4638	4640	4639	4642
E Road	7,370	4644	4656	4660	4657	4661
Grand Valley Canal	8,120	4651	4664	4668	4663	4670
U.S. Highway 6/24	9,080	4663	4674	4678	4670	4677
E½ Road	10,030	4672	4682	4685	4684	4686
F½ Road	15,470	4737	4748	4750	4747	4752
Interstate 70*	17,800	4762	4769	4778	4770	4779
<b>HORIZON DRIVE CHANNEL</b>						
Private Crossing*	9,200	4580	4586	4590	4591	4591
Private Crossing*	9,750	4588	4594	4595	4596	4596
26 Road*	10,400	4597	4604	4606	4606	4607
26½ Road*	13,450	4618	4628	4634	4635	4636
Main Line Grand Valley Canal*	14,250	4630	4635	4643	4635	4644
Grand Valley High-line Canal*	15,700	4645	4649	4658	4659	4660
Horizon Drive*	16,540	4648	4653	4657	4660	4661
27 Road*	17,440	4657	4662	4669	4670	4671
G Road*	19,900	4688	4692	4702	4703	4704

<sup>1</sup> Culverts are designated by \*.

<sup>2</sup> At the upstream face of the structure (except for top of roadway), rounded to the nearest foot, mean sea level datum.

<sup>3</sup> Miles upstream from Lees Ferry, Arizona, on the Colorado River; feet upstream from mouth on tributary streams.

<sup>4</sup> Low steel at lowest point on structure for all types of bridge except arch. Top of opening at mid-span on arch bridges and culverts.

<sup>5</sup> At the center line of road immediately above underclearance point.

## VELOCITIES OF FLOW

During a 100-year flood, average velocities of flow in main channel and overbank areas

would be as shown in Table 5.

**TABLE 5**  
**AVERAGE VELOCITIES OF FLOW**  
**100-YEAR FLOOD**

Stream	Velocity (feet per second)	
	Main Channel	Overbank Areas
Colorado River	7-9	2-4
Gunnison River	6-8	1
Leach Creek	3-7	1-2
Horizon Drive Channel	3-5	1
Lewis Wash	6	

<sup>1</sup> No overbank flow.

In sheet flow<sup>5</sup> areas, velocities would range from 1-3 feet per second. In some localized stream reaches, downstream from natural or manmade obstructions, for example, velocities of flow could significantly exceed those shown in Table 5. Velocity of flow during a 500-year flood would be slightly higher than during a 100-year flood.

Water flowing at a rate of 7 feet per second

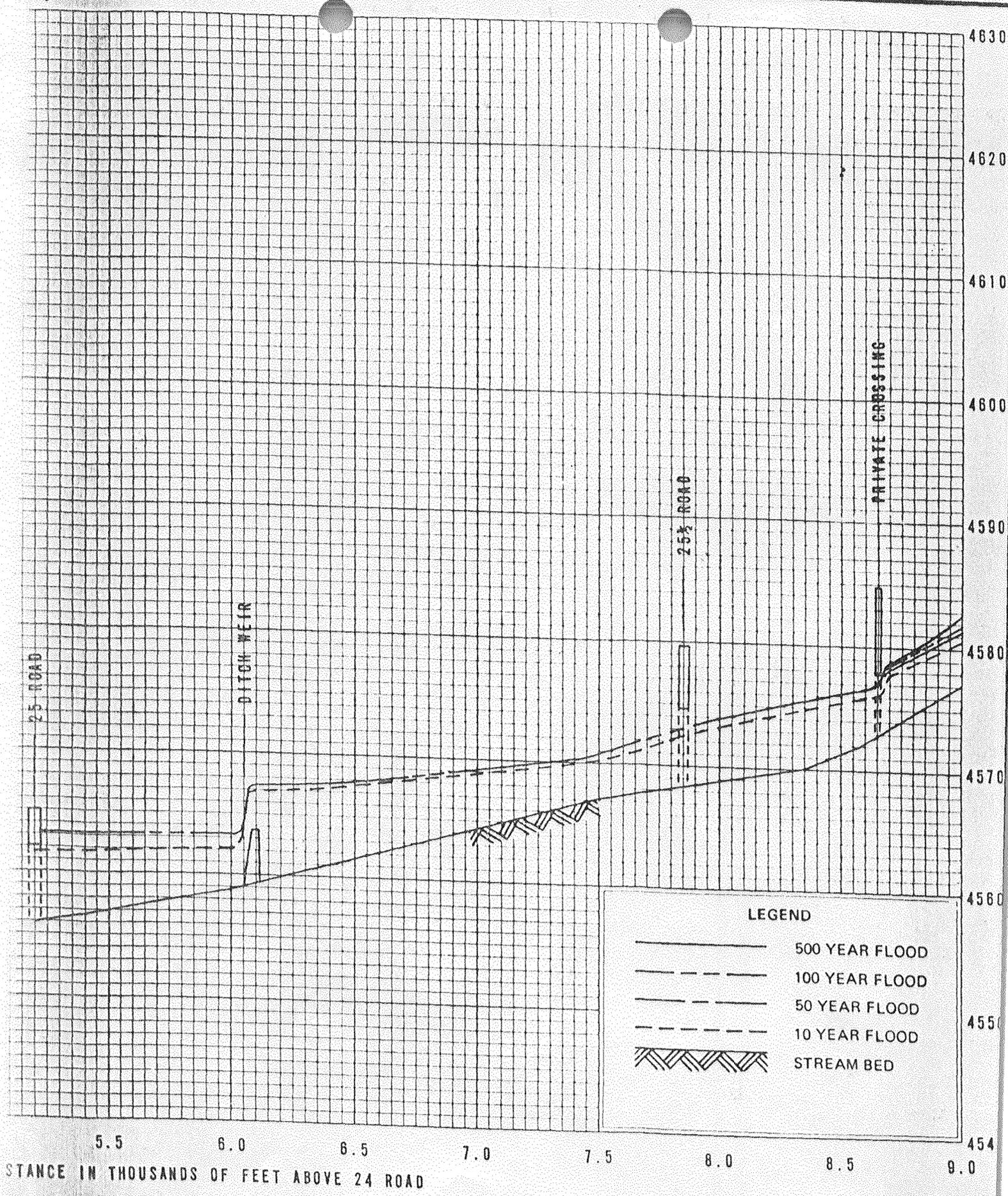
or greater will cause severe erosion of streambanks and is capable of transporting large rocks. Streambanks and the fill around bridge abutments may be eroded and large amounts of gravel, sand, and silt may be transported by water flowing at a rate of 5-7 feet per second. Water flowing at about 2 feet per second or less will deposit sand, silt, and other debris.

## FLOODED AREAS

The areas that would be inundated by the 100- and 500-year floods are shown on Plates 2-57. As may be seen from those plates, the 100-year flood on the Colorado and Gunnison Rivers would be confined to the immediately adjacent overbank areas. Colorado River floodflows will inundate bottom lands along the north side of the river and sandbar islands immediately upstream from Grand Junction. The commercially developed area near the

Fifth Street bridges and the residential area near Riverside Park would be threatened by the high flows of the Colorado River. Floodflows can back into the Connecticut Lakes area to the south of the river, as well as into the lower reach of No Thoroughfare Canyon. The higher flows on the Gunnison River would flood agricultural areas upstream from the mouth.

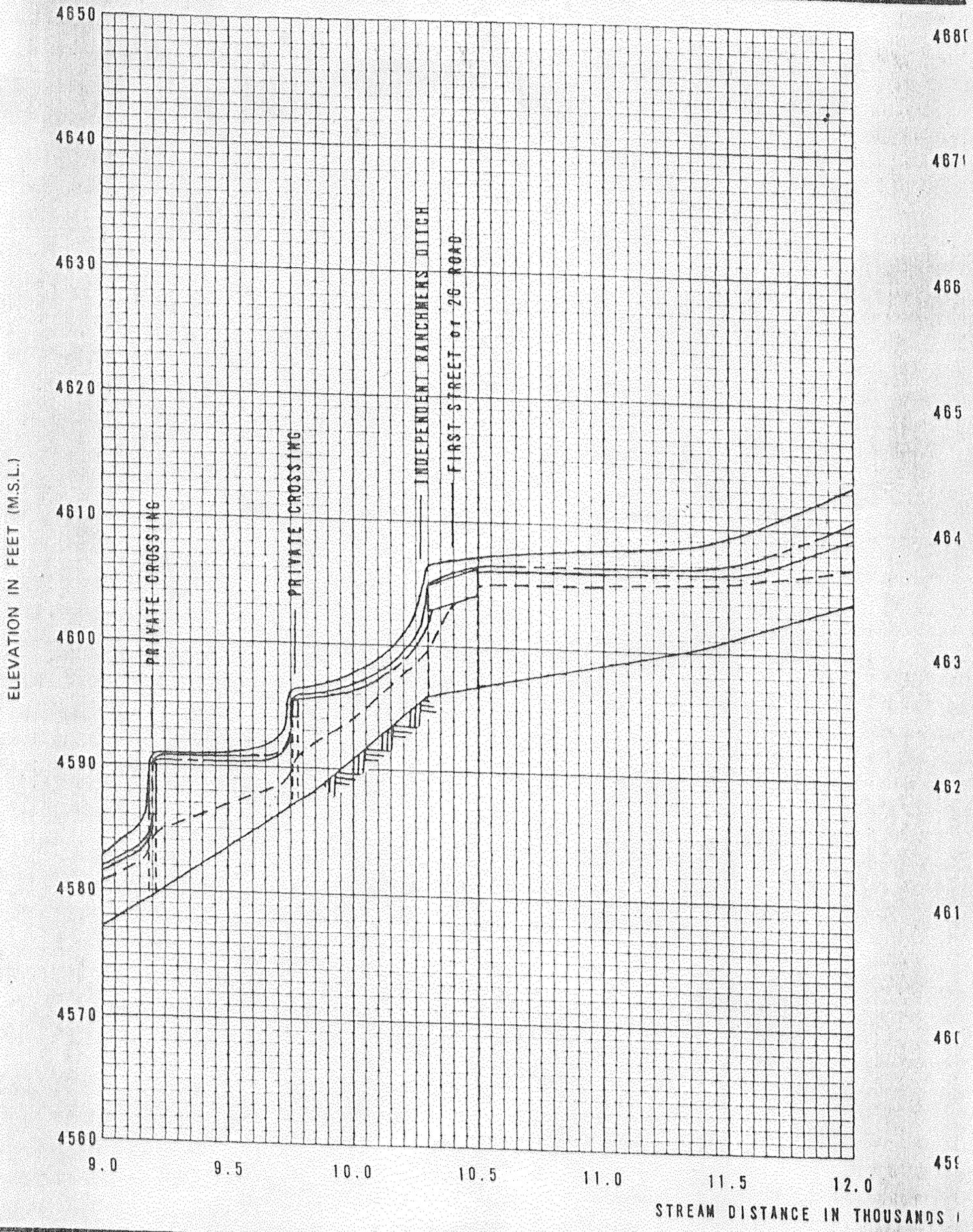
<sup>5</sup> Broad, shallow overland flow generally less than 2 feet deep.



STANCE IN THOUSANDS OF FEET ABOVE 24 ROAD

LEGEND

- 500 YEAR FLOOD
- - - - - 100 YEAR FLOOD
- · - · - 50 YEAR FLOOD
- · - - - 10 YEAR FLOOD
- ▨ ▨ ▨ ▨ ▨ STREAM BED



JOB # 101.3

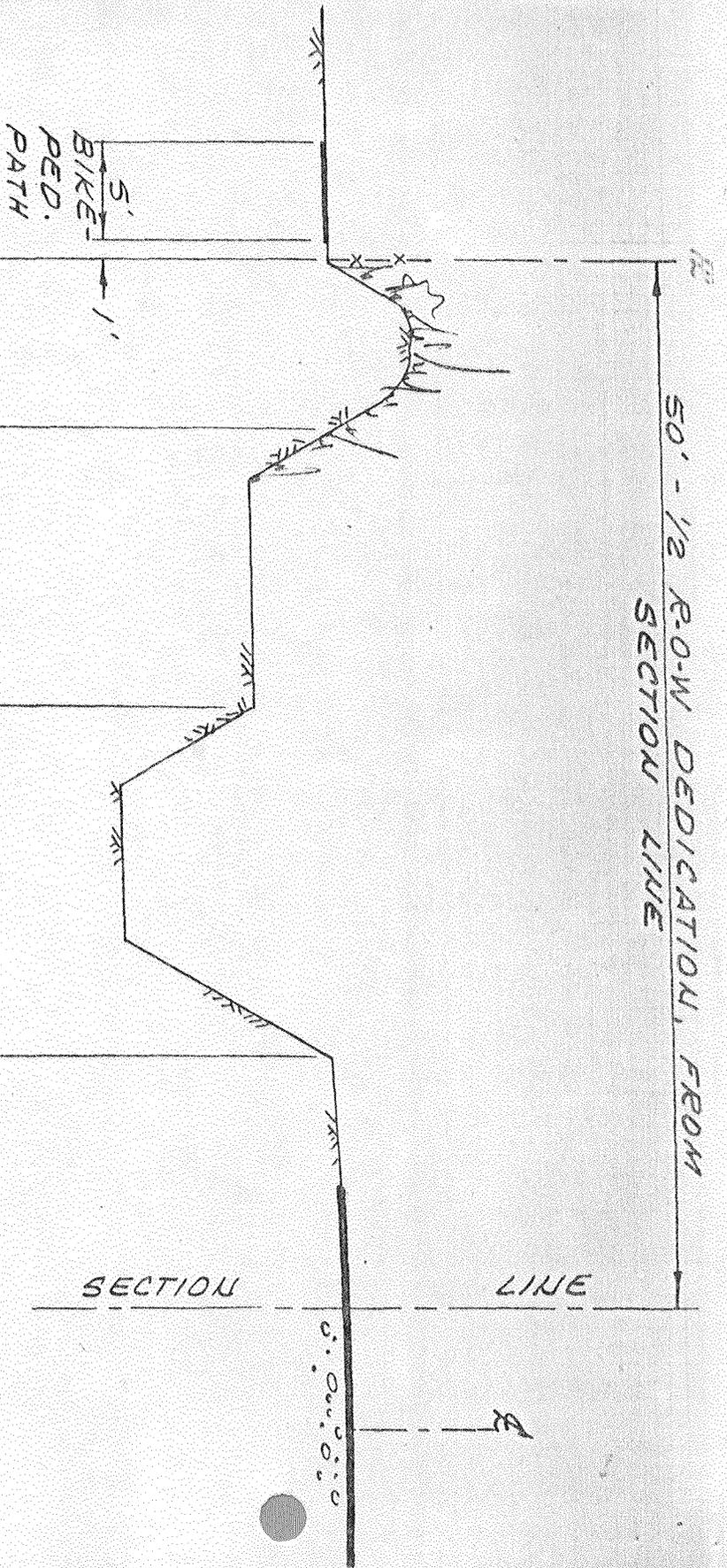
CLIENT COLONY PARK

Designed by \_\_\_\_\_ Date \_\_\_\_\_

Checked by \_\_\_\_\_ Sheet No. \_\_\_\_\_ of \_\_\_\_\_

835 Colorado Ave. · Grand Junction, Colorado 81501 · (303) 245-9430

50' - 1/2 R.O.W DEDICATION, FROM SECTION LINE



5'  
BIKE  
PED.  
PATH

COLONY PK.  
PROPERTY

BERM 12' ROADWAY NORMAL DITCH PATTERSON ROAD  
(SCREEN) FOR MAIN- CHANNEL

TEVAUCE &  
ADD'L. FLOOD-  
WAY CHANNEL  
AREA

PROPOSED SECTION AT INDEPENDENT  
RAUCHMAU'S DITCH

NOT TO SCALE

## APPENDIX

.....listing sources of information used in calculations and in support of assumptions and opinions expressed in the original Floodplain Narrative and the Addendum for Colony Park, contained herewith.

Response from Corps of Engineers

Table 4 - Obstructive stream crossings

Plat 73 - Flood Profiles

Table 3 - Peak Flows 100- and 500-year floods

Chart 2-53 - Headwater depth for C.M.P. culverts

Table 10-1 - Values of "n" for Mannings Formula

Grand Junction Intensity - Duration Curves



DEPARTMENT OF THE ARMY  
SACRAMENTO DISTRICT, CORPS OF ENGINEERS  
650 CAPITOL MALL  
SACRAMENTO, CALIFORNIA 95814

REPLY TO  
ATTENTION OF

SPKED-T

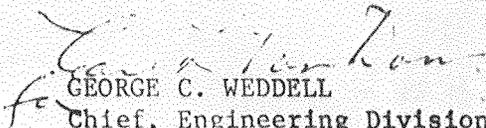
5 December 1980

Mr. Roger A. Foisy  
Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, Colorado 81501

Dear Mr. Foisy:

Pursuant to your 4 November 1980 letter, a list of cross sections used in our 1976 study of Horizon Drive Channel in the Grand Junction area is inclosed. Also inclosed are an HEC-2 computer card deck and card list for a portion of the Colorado River in Grand Junction. Other information that you requested was discussed with you in a 3 December telephone conversation with Messrs. Dail Hatch and Herb Hereth of this office. Additional backup material for our 1976 flood hazard information report is available for inspection and use in this office. If you have any questions on the materials inclosed, please contact Mr. Dail Hatch at (916) 440-3105.

Sincerely,

  
GEORGE C. WEDDELL  
Chief, Engineering Division

2 Incl

1. Cross-sec list
2. Comp deck & card list

EXAMPLE OF COLS OF ENG. DATA

C1 GRAND JUNCTION FLOOD HAZARD INFORMATION STUDY MESA COUNTY COLORADO  
 J. BLEVINS  
 T2 REF STATION 10.500 AT 26 ROAD  
 T3 MORISON DRIVE CHANNEL

J1	ICHECK	ING	NIN	IDIR	STRT	KSECH	FH	ALLO	IBW	CHNIM	ITRACE
J1	-0	2.	-0	-0	-0	-0	-0	-0	0	-0	4563.000
J2	NPROF	IPLT	PRFVS	XSECV	XSECH						15.000
	1.000	-0	-1.000	-0	-0	-0	-0	-0	-0	-0	21.000
J3	-2.000	1.000	2.000	3.000	4.000	5.000	6.000	7.000	8.000	9.000	10.000
J3	26.000	43.000	14.000	206.000	40.000	58.000	82.000	100.000	109.000	116.000	122.000
NC	.060	.060	.035	.100	.300	.00	.00	.00	.00	.00	.00
OT	5.000	160.000	180.000	200.000	220.000	240.000					
25 ROAD											
X1	5.450	7.000	1500.000	1600.000	1600.000	0	0	0	0	0	0
X3	10.000	-0	4565.000	10.000	4564.000	-0	350.000	-0	4563.000	-0	4564.000
GR	4566.000	0	4565.500	1600.000	-0	-0	-0	600.000	-0	-0	1500.000
GR	4556.500	1540.000									
25 ROAD											
X1	6.060	10.000	1360.000	1400.000	450.000	610.000	610.000	610.000	610.000	610.000	610.000
X3	10.000	-0	4568.000	250.000	4566.500	1000.000	1000.000	1000.000	4566.500	1330.000	4566.700
GR	4570.000	0	4569.000	1382.000	4567.700	1400.000	4568.000	1560.000	4570.000	1700.000	4570.000
GR	4559.000	1370.000									
25 ROAD											
X1	6.061	0	0	0	10.000	10.000	10.000	10.000	10.000	10.000	10.000
X3	10.000	-0	3.100	12.000	-0	-0	-0	-0	-0	-0	-0
SB	1.250	1.000			.001	.000	.000	.001	.001	.000	4563.000
25 ROAD											
X1	6.062	0	0	0	10.000	10.000	10.000	10.000	10.000	10.000	10.000
X2	-0	-0	1.000	4563.100	4564.000	-0	-0	-0	-0	-0	-0
X3	10.000	-0	-0	-0	-0	-0	-0	-0	-0	-0	-0
25 ROAD											
X1	6.063	0	0	0	50.000	50.000	50.000	50.000	50.000	50.000	50.000
X3	10.000	-0	-0	-0	-0	-0	-0	-0	-0	-0	-0
25 ROAD											
X1	7.480	7.000	2220.000	2300.000	1100.000	1410.000	1410.000	1410.000	1410.000	1410.000	1410.000
X3	10.000	-0	4576.000	2200.000	4576.500	2220.000	2220.000	2220.000	4576.000	2235.000	4567.100
GR	4576.000	2280.000	4577.500	2300.000	-0	-0	-0	-0	-0	-0	-0
GR	4576.000										
25 1/2 ROAD											
X1	7.850	6.000	2200.000	2260.000	520.000	550.000	550.000	550.000	350.000	2250.000	4566.300
GR	4580.000	240.000	4579.000	2200.000	4579.500	2230.000	2230.000	2230.000	4568.300	2250.000	4566.300
GR	4580.000	2260.000	-0	-0	-0	-0	-0	-0	-0	-0	-0
X1	7.951	0	0	0	1.000	1.000	1.000	1.000	10.000	10.000	10.000

**TABLE 4**  
**OBSTRUCTIVE STREAM CROSSINGS<sup>1</sup>**

<u>Identification</u>	<u>Location<sup>3</sup></u>	<u>Elevation<sup>2</sup></u>				
		<u>Streambed</u>	<u>Under-clearance<sup>4</sup></u>	<u>Top of Roadway<sup>5</sup></u>	<u>100-year Flood</u>	<u>500-year Flood</u>
<b>COLORADO RIVER</b>						
Grand Avenue (State Highway 340):						
Westbound Lanes	385.53	4538	4559	4562	4553	4555
Eastbound Lanes	385.56	4538	4559	4562	4554	4556
DRGWRR	386.71	4546	4566	4570	4563	4565
5th Street (U.S. 50):						
Northbound Lanes	386.83	4549	4570	4575	4564	4566
Southbound Lanes	386.84	4550	4565	4572	4565	4567
32 Road	393.05	4606	4625	4630	4627	4629
<b>LEACH CREEK</b>						
River Road*	2,040	4532	4540	4542	4543	4545
DRGWRR	2,100	4534	4541	4545	4544	4546
U.S. Highway 6/50*	2,440	4536	4542	4546	4545	4547
6/50 Frontage Road*	2,625	4536	4544	4545	4545	4547
24½ Road*	9,890	4565	4574	4575	4574	4574
25 Road*	12,530	4576	4587	4591	4590	4590
Main Line Grand Valley Canal	13,630	4584	4594	4599	4598	4594
G½ Road*	19,130	4627	4637	4650	4640	4640
I-70 Frontage Road*	19,540	4638	4646	4661	4660	4661
26 Road*	21,330	4653	4659	4662	4664	4667
H Road*	22,570	4666	4674	4684	4685	4686
<b>LEWIS WASH</b>						
D Road	2,070	4610	4620	4622	4621	4623
D½ Road	4,730	4629	4638	4640	4639	4642
E Road	7,370	4644	4656	4660	4657	4661
Grand Valley Canal	8,120	4651	4664	4668	4663	4670
U.S. Highway 6/24	9,080	4663	4674	4678	4670	4677
E½ Road	10,030	4672	4682	4685	4684	4686
F½ Road	15,470	4737	4748	4750	4747	4752
Interstate 70*	17,800	4762	4769	4778	4770	4779
<b>HORIZON DRIVE CHANNEL</b>						
Private Crossing*	9,200	4580	4586	4590	4591	4591
Private Crossing*	9,750	4588	4594	4595	4596	4596
26 Road*	10,400	4597	4604	4606	4606	4607
26½ Road*	13,450	4618	4628	4634	4635	4636
Main Line Grand Valley Canal*	14,250	4630	4635	4643	4635	4644
Grand Valley High-line Canal*	15,700	4645	4649	4658	4659	4660
Horizon Drive*	16,540	4648	4653	4657	4660	4661
27 Road*	17,440	4657	4662	4669	4670	4671
G Road*	19,900	4688	4692	4702	4703	4704

<sup>1</sup> Culverts are designated by \*.

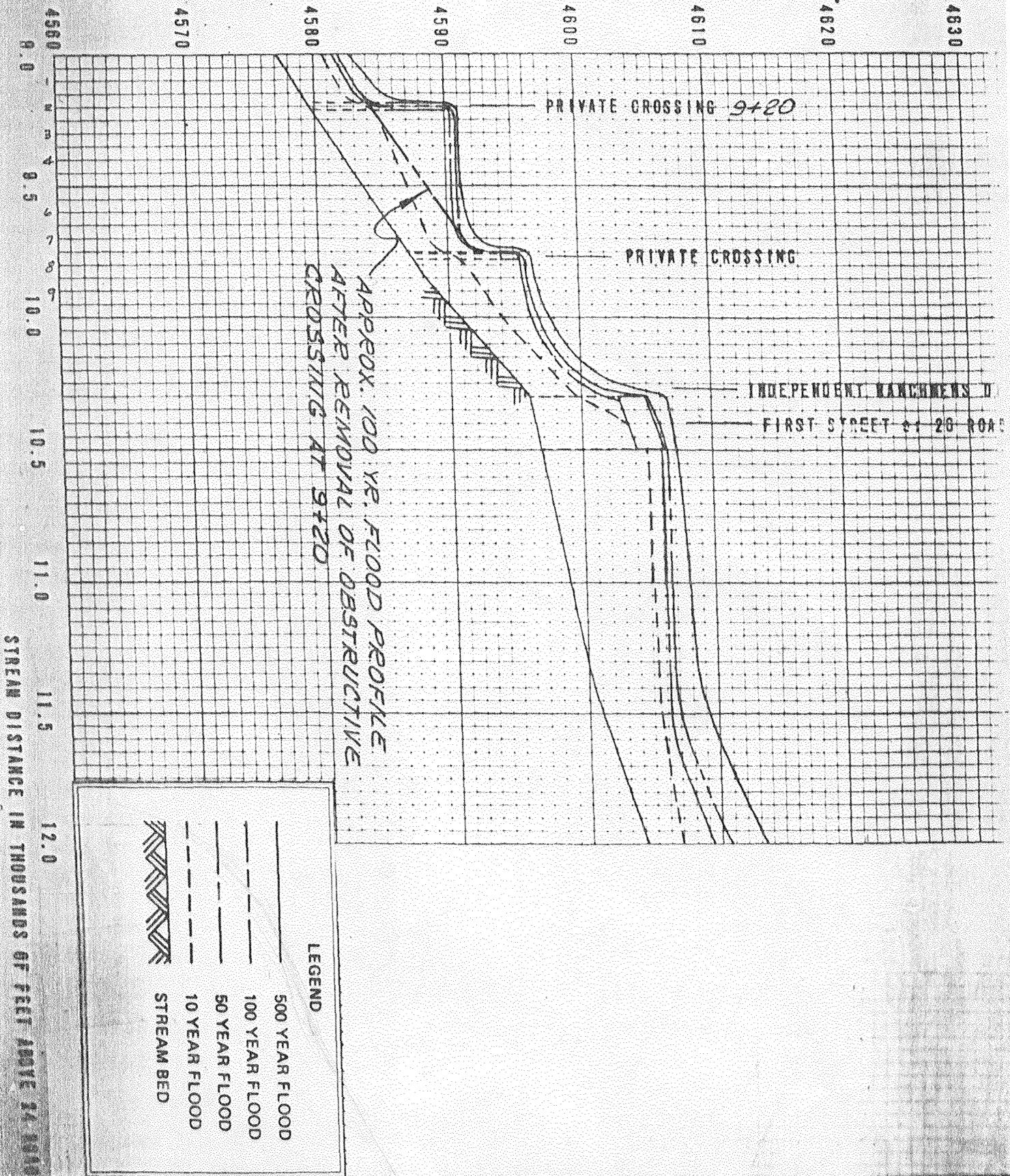
<sup>2</sup> At the upstream face of the structure (except for top of roadway), rounded to the nearest foot, mean sea level datum.

<sup>3</sup> Miles upstream from Lees Ferry, Arizona, on the Colorado River; feet upstream from mouth on tributary streams.

<sup>4</sup> Low steel at lowest point on structure for all types of bridge except arch. Top of opening at mid-span on arch bridges and culverts.

<sup>5</sup> At the center line of road immediately above underclearance point.

ELEVATION IN FEET (M.S.L.)



STREAM DISTANCE IN THOUSANDS OF FEET ABOVE 24 0000

**LEGEND**

- 500 YEAR FLOOD
- - - 100 YEAR FLOOD
- 50 YEAR FLOOD
- - - 10 YEAR FLOOD
- STREAM BED

DEPARTMENT OF THE ARMY  
SACRAMENTO DISTRICT, CORPS OF ENGINEERS  
SACRAMENTO, CALIFORNIA

NOVEMBER 1976

FLOOD HAZARD INFORMATION  
GRAND JUNCTION, COLORADO

FLOOD PROFILES  
HORIZON DRIVE CHANNEL

PLATE 73

the drainage basins of the Colorado and Gunnison Rivers and convective type cloud-burst storm runoff from the drainage basins of the tributary streams create the most severe flood conditions in the study area.

The unit hydrographs for Leach Creek, Horizon Drive Channel, and Lewis Wash were developed by using the Snyder technique and data from several similar nearby basins with recorded thunderstorm runoff. Regional snowmelt flood envelope curves for the Colorado and Gunnison Rivers were developed using flow-discharge frequency data.

Snowmelt flows of the Colorado and Gunnison Rivers at Grand Junction were developed from frequency curves for those streams above Grand Junction. Based on available data, the 1921 flood was selected as being most representative for combined runoff from the two rivers, and the standard project flood was determined to have a frequency of 250 years (50 percent larger than the 1921 flood). To establish standard project flows on the Colorado River, a 150 percent

value of the 1921 floodflows at Palisade was determined and then reduced by 8,000 cubic feet per second to reflect the effect of upstream reservoirs. For standard project flows on the Gunnison River, 150 percent of the 1921 floodflow at Grand Junction was established and then divided into runoff above and below Blue Mesa Reservoir (55 and 45 percent, respectively). Blue Mesa Reservoir was completed in 1965. Runoff above the reservoir was computed as a ratio of the 1921 flows and adjusted for present conditions. Reservoir releases were made so that downstream channel capacities would not be exceeded and assuming maintenance of minimum power pool level. Downstream runoff was then added to arrive at present standard project flow at Grand Junction. Flows in the two rivers were combined for total standard project snowmelt flows at Grand Junction. The 100-year flood event was established as an 89 percent value of the standard project event. The resulting floodflows are shown in Table 3.

**TABLE 3**  
**PEAK FLOWS**  
**100- AND 500-YEAR FLOODS**

<u>Stream</u>	<u>Location</u>	<u>Peak Flow</u>	
		<u>100-Year Flood</u>	<u>500-Year Flood</u>
Colorado River	Above mouth of Gunnison River	63,000	82,000
Colorado River	Below mouth of Gunnison River	82,000	107,000
Gunnison River	At Grand Junction	20,000	25,000
Leach Creek	At H Road	1,800	4,200
Horizon Drive Channel	At Independence Ranchmens Ditch	600	1,800
Lewis Wash	At I-70	1,400	3,800

Chart 2-53: HEADWATER DEPTH FOR C.M.P. CULVERTS WITH INLET CONTROL

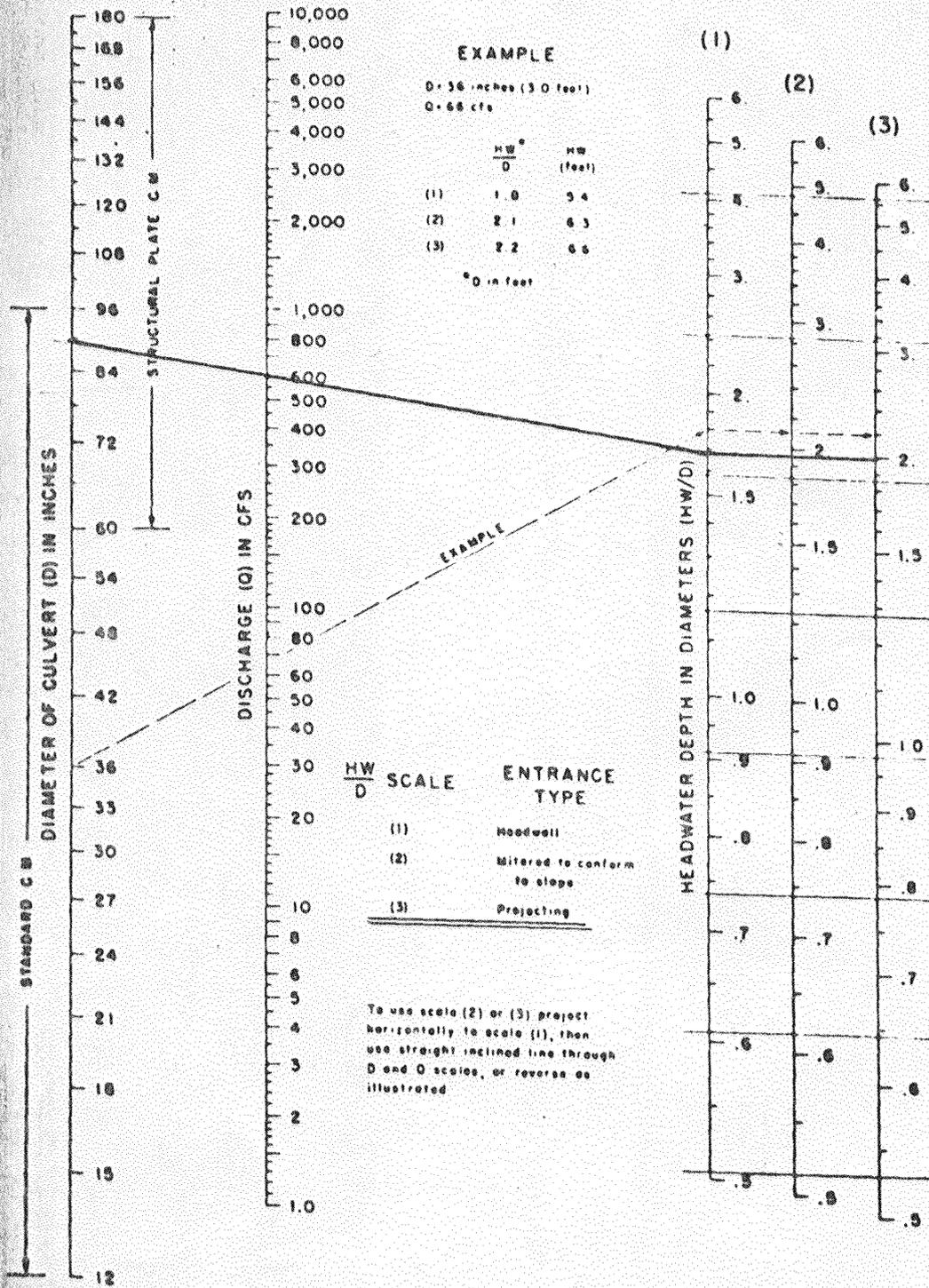


Table 10.1 Values of  $n$  in Manning's formula

Prepared by R. E. Horton and Others

Nature of surface	$n$	
	Min	Max
Neat cement surface.....	0.010	0.013
Wood-stave pipe.....	0.010	0.013
Plank flumes, planed.....	0.010	0.014
Vitrified sewer pipe.....	0.010	0.017
Metal flumes, smooth.....	0.011	0.015
Concrete, precast.....	0.011	0.013
Cement mortar surfaces.....	0.011	0.015
Plank flumes, unplanned.....	0.011	0.015
Common-clay drainage tile.....	0.011	0.017
Concrete, monolithic.....	0.012	0.016
Brick with cement mortar.....	0.012	0.017
Cast iron.....	0.013	0.017
Cement rubble surfaces.....	0.017	0.030
Riveted steel.....	0.017	0.020
Canals and ditches, smooth earth.....	0.017	0.025
Metal flumes, corrugated.....	0.022	0.030
Canals:		
Dredged in earth, smooth.....	0.025	0.033
In rock cuts, smooth.....	0.025	0.035
Rough beds and weeds on sides.....	0.025	0.040
Rock cuts, jagged and irregular.....	0.035	0.045
Natural streams:		
Smoothest.....	0.025	0.033
Roughest.....	0.045	0.060
Very weedy.....	0.075	0.150

The Manning formula may be expressed in terms of  $1/\sqrt{f}$  by comparing Eqs. (10.4) and (10.6), from which

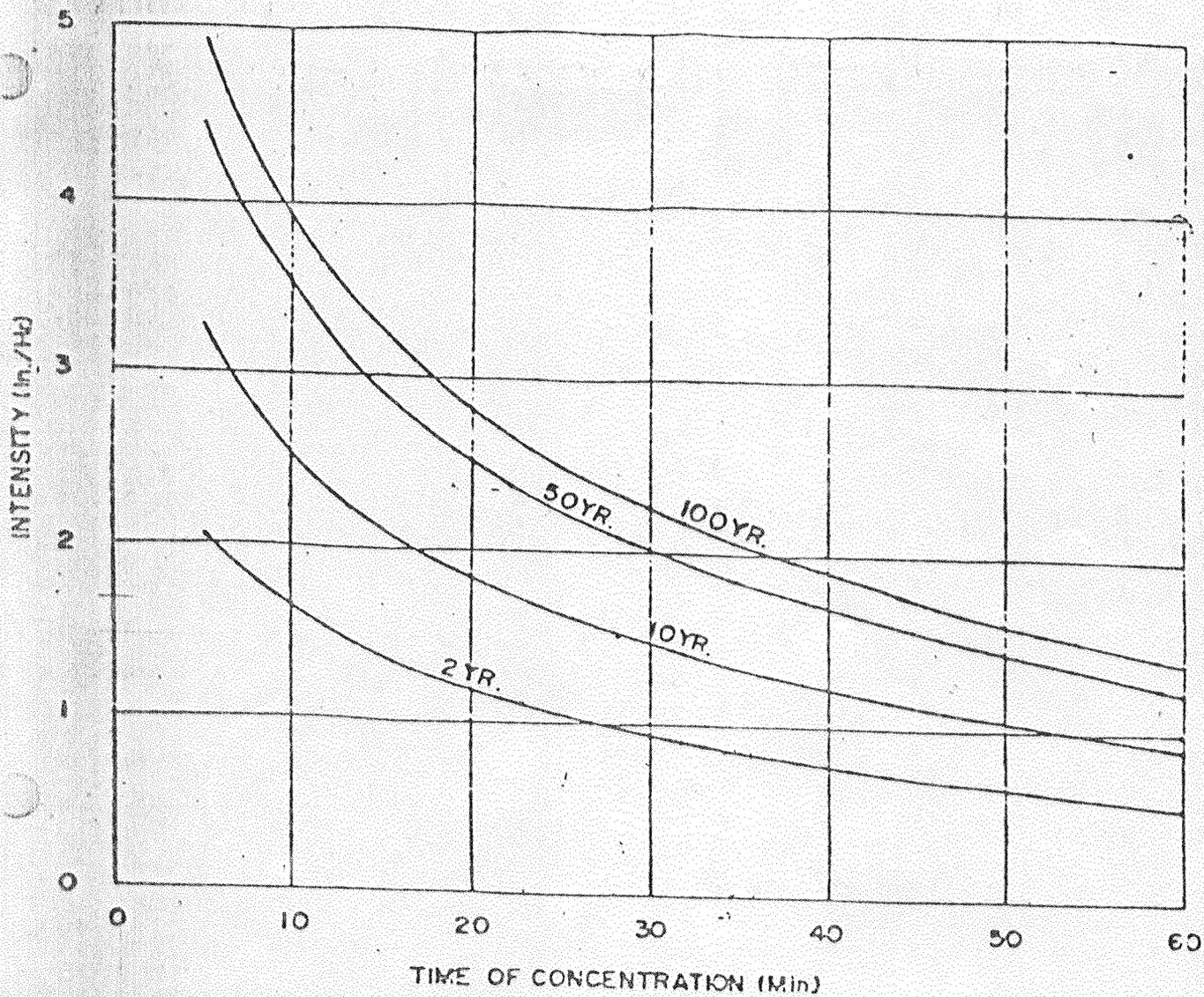
$$C = \sqrt{\frac{8g}{f}} = \frac{1.49}{n} R^{1/6}$$

or

$$\frac{1}{\sqrt{f}} = \frac{1.49R^{1/6}}{n\sqrt{8g}} \quad (10.9)$$

Equating the right-hand sides of Eqs. (10.8) and (10.9) provides the desired correlation between  $\epsilon$  and  $n$ , which is plotted as the solid lines in Fig. 10.3 for three representative values of the hydraulic radius.

The curves of  $\epsilon$  versus  $n$  in Fig. 10.3 must be regarded in the light of the components making up the equation which is plotted. The values of  $\epsilon$ , for example, were originally determined for artificially roughened pipes



INTENSITY DURATION CURVES  
GRAND JUNCTION, COLORADO

CT



**COLORADO WEST  
SURVEYING COMPANY**

comprehensive land planning  
complete surveying service

835 COLORADO AVENUE • 303 245-2767 • GRAND JUNCTION, COLORADO 81501

August 21, 1981

Planning Staff  
Grand Junction, Colorado 81501

Re: File No. 33-81  
Colony Park Filing No.1

Dear Planning Staff:

This letter is address the review comments on Colony Park. Each review agency will be addressed singularly.

**Fire Department:**

Thank you for the approval. We have asked Ute Water to verify their ability to supply the required amount of water as you requested.

**Transportation Engineer:**

The 90 degree parking is the most feasible use of space. If angle parking were used, the amount of open space would be cut down. This is a private drive, speed control will be maintained by signs and speed bumps, as necessary. Additional pedestrian ways have been added and are shown on the revised drawings accompanying this letter.

**Floodplain Administrator:**

Appropriate action will be taken to obtain permit if City Engineer has more concerns about flood plain permit.

**City Parks:**

No comment

**Mountain Bell:**

No comment

**City Utilities:**

Cider Mill Road will serve as public road and is dedicated on the plat. At preliminary plat we had 30.0 feet of pavings shown, utilizing two traffic lanes and parking on one side. The City Engineer suggested we cut our paving to 28.0 feet allowing parking on one side only, thus we arrived at the 34.0 foot section, 28.0 feet of paving, 2 inches of curb and gutter on each side and 1.0 foot on each side for a total of 34.0 feet. Also see City Engineer response. City Engineer acceptance of sewer plans is a

standard practice. Plans were drawn to City specifications.

Staff Comments:

1. Screening and buffering are shown on original plans.
2. Lighting scheme shown on revised plan.
3. We liked the idea of lockers for bikes ourselves.
4. Revised drawings show Mr. Reaves input on trash pickup.
5. No RV parking is shown. RV parking is not allowed in Colony Park covenants.
6. Cross walks and pedestrian walks are shown on revised drawings.
7. The ground cover will be grass.
8. Landscape planner met with City Planning Staff and responded in writing, see attached copy.
9. The parking stalls on South will be driveways.
10. Trees are a valuable thing. We feel we must protect what we can. Thank you.
11. Yes, we propose one permanent sign on Filing One as shown on revised plan. There may be other signs of a temporary nature, such as sales signs, construction signs or others of that nature.

City Engineer:

1. On August 8, 1981 the engineers and developer met with the City Engineer. As a result of that meeting, the F Road and drainage ditch dilemma being considered and addressed by both the project engineers and the City Engineer. This dilemma will be resolved to the satisfaction of both the City and developer as quickly as possible. We do not feel this should hold up approval of the plat, but plat will not be recorded until this agreement is reached. Hopefully this agreement will be reached before the City Council hearing.
2. The City Engineer takes the stand of full 55.0 feet road right of way dedication on Cider Mill Road, with full street improvements. The developer continues to propose, as it has in the past, the modified street section with ample off street parking and separated pedestrian circulation facilities.  
The loop West of Cider Mill Road will be maintained as private drive and granted as utility ingress-egress, parking and emergency vehicle easement,

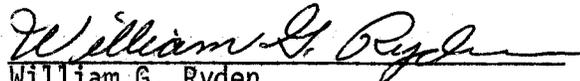
Colony Park Filing No. One review comments continued - sheet 3

Grand Valley Irrigation:

Safety fences were shown on original drawings submitted for final plat. As per telephone conversation with the district, they are now aware of this. Your work area is being maintained as per meeting with developer, planner and Mr. Henderson.

Colorado West Engineering met with Mr. Henderson on August 24, 1981 and is responding in writing, see attached copy.

Yours very truly,

  
William G. Ryden

WGR/tr

Colony Park Filing No. 1  
File # 33-81

Re: Comments from staff concerning landscaping.

1. Screening & buffering - Visual screening is being provided along both the north and east sides. Along the north there will be a screen of russian olive as can be seen on the plan as well as screening fencing along north property line. On the east side a 6" wood fence will be provided.
7. Ground cover - The ground cover will be grass.
8. Low profile vegetation at ingress/egress. The landscaping effect attempted was similar to the street tree canopy found near 7th & Gunnison with dense tree cover. While it would be preferable to move the trees to avoid conflicts near the corners it would be possible to eliminate corner trees and replace them with low growing vegetation. Will work this out with staff.

COLORADO  
WEST  
ENGINEERING

August 24, 1981

CONSULTING CIVIL ENGINEERS

835 COLORADO AVE., GRAND JUNCTION, COLORADO 81501  
303/245-5112

City/County Planning Department  
559 White Avenue  
Grand Junction, CO 81501

Re: Colony Park Review Comments

Dear Staff:

We met this morning, August 24, with Bob Henderson of Grand Valley Irrigation Company, to resolve those problems involving fencing, ditch easements, and quality of storm runoff water entering Independent Ranchman's Ditch from the subdivision.

We proposed to Mr. Henderson that the covenants and restrictions written for the subdivision prohibit the use of salt or other de-icing chemicals normally used on streets and walks, as well as automotive repair and maintenance activities (i.e. oil changing, gas or solvent related cleaning, spills, waste, etc.) with the exception of changing tires and minor parts.

Every effort will thus be made to prohibit uses which could possibly effect the quality of the irrigation water in the ditch.

At present, a solution to this problem of ditch location within the "F" Road right-of-way, is being worked out between the developer and the City Engineer.

This solution will provide an adequate area for ditch access and maintenance as well as a safety fence between the ditch and the subdivision.

Mr. Henderson has indicated verbal approval of these items. We realize that these problems must be solved to the satisfaction of all involved before we can expect approval from the Utilities Coordination Committee.

Sincerely,  
COLORADO WEST ENGINEERING

*Roger A. Foisy*

Roger A. Foisy, P.E.

sjh



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

August 24, 1981

Mr. Ted Straughan  
639½ Main Street  
Grand Junction, CO 81501

Dear Ted:

Re: Colony Park - Filing No. 1

As discussed in our meeting with you, Bill Ryden, Roger Foisey and Bob Engleke in my office last Friday, the following represents my position concerning the two major issues detailed in my review sheet comments of August 16, 1981. It is my understanding, based on our meeting and the plans submitted, that the other comments of May 17, 1981, will be handled as follows.

You have met with Grand Junction Drainage District and they approve of the proposed routing of storm drainage outlets from Colony Park (the entire project as proposed at Preliminary Plat).

You are proposing some internal walkways routed between the buildings through the project.

You will furnish a power of attorney for F Road improvements and a public improvements financial guarantee.

A minimum of 20 ft. wide easements will be furnished along all sanitary sewers.

You have met and will continue to meet with Grand Valley Irrigation Company to obtain their approval of all details of the relocated Ranchmen's Ditch and the street crossing structure at Cider Mill Road.

You intend to construct an 8 ft. wide paved bike/pedestrian path along the south side of relocated Ranchmen's Ditch adjacent to Filing No. 1

Concerning the two apparently unresolved issues, the following is my position and my recommendations to the Planning Commission and City Council.

1. As discussed in our meeting on Friday and my follow-up phone call to you, the north top of bank of relocated Ranchmen's Ditch will need to be a minimum of 36½ feet south of the Section Line of F. Road. This will allow room for the proposed 4-laning of F Road with some reduction in standards such as 10 ft. raised median and 5 ft. sidewalk with 5 ft. detachment instead of 14 ft. raised median and 8 ft. bike/ped. way with 9 ft. detachment. These reductions seem reasonable in order to deal with the Ranchmen's Ditch and the houses on the north side of F Road.

The resulting improved F Road will still be very close to those houses but further mitigation does not seem possible without considerable re-alignment or piping of the ditch which is probably very expensive.

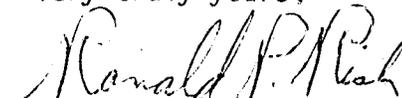
As discussed in our meeting, we have prepared the enclosed 1"=20' scale maps of this reach of F Road showing how the above assumed street details would fit the existing situation. We have drawn on the maps the resulting relocated Ranchmen's Ditch, service road, berm, fence and bike/ped path locations based on the "Proposed Street Section" drawing prepared by Colorado West Engineering and furnished to us at our meeting. I understand Grand Valley Irrigation Company approves of these details. I have not yet checked the detailed Flood Study calculations submitted by Colorado West.

2. As stated in my review sheet comments of May 17 and August 16, 1981, I recommend that Cider Mill Road should be a dedicated public street to full City standards on a 55 ft. right-of-way. As discussed in our meeting, phased development of the street improvements should be available to you as provided for on page 7 of the adopted Street Development Standards. Therefore, the minimum acceptable to me would be:
  - a. Dedication of 55 ft. right-of-way.
  - b. Construct 4 ft. detached sidewalk and 2 ft. curb and gutter on the west side.
  - c. Construct 22 ft. asphalt street mat on the west side with the understanding there will be no on-street parking allowed until the east side of the street is improved.
  - d. Construct a temporary cul-de-sac at the south end.
  - e. Construct the Ranchmen's Ditch crossing to fit the fully-developed street (34 ft. mat, curbs and gutters, and 4 ft. detached sidewalks).

The intent of this letter which was requested by you is to restate my position on these matters and to document the current information from you which may not be apparent from the submitted plans. I feel that the two major items detailed above should be discussed with City Planning Commission and City Council. These matters were not clarified with those boards at Preliminary Plat but assurance was given to City Council that they would be worked out at Final Plat. The future of F Road and providing adequate public streets should be of interest to everyone involved.

If any of this letter requires further clarification or if you have any questions, please contact me.

Very truly yours,

  
Ronald P. Rish, P.E.  
City Engineer

Enclosure

Mr. Ted Straughan

Page 3

August 24, 1981

cc w/enc. Colorado West Engineering  
Robert Engleke  
Robert Henderson, Grand Valley Irrigation Co.  
Bob Goldin

cc - Don Newton  
Jim Patterson  
Jim Wysocki

City  
County  
Development  
Department

CITY OF GRAND JUNCTION—MESA COUNTY—COLORADO 81501  
559 WHITE AVE.—ROOM 60—DIAL (303) 243-9200 EXT. 343

MEMORANDUM

TO: Those concerned with Colony Park - File No. 33-81

FROM: Mark Eckert - Senior City Planner, Cliff Davidson - Senior County Planner  
Bob Goldin - Staff Planner, and Ron Rish - City Engineer

DATE: August 27, 1981

RE: Colony Park - File No. 33-81

This proposal Colony Park, File No. 33-81, has been given careful consideration by the Senior City Planner, Senior County Planner, the City Planner, and City Engineer and the following comments will apply as a result of this review.

It is staff's contention that the plan as submitted is not acceptable, and should be revised to meet the City Engineer's concerns. The issue of F Road improvements will require a letter from the developer stating that he will comply completely with the City Engineer in regard to all improvements and actual design of the proposed roadway, ditch and bikeway and anything else the City Engineer will deem necessary. If this letter is not received prior to September 11, 1981, the staff will pull the proposal, Colony Park, First Filing, Final Plan and Plat, File #33-81 from the City Council Agenda scheduled for September 16, 1981.

The issue concerning the design of the pedestrian sidewalks as proposed by the developer has also been found to be in conflict with the City Engineer. Thus, after careful examination of the approved preliminary plan and final plan Filing No. 1, the staff found no acceptable alternative to the pedestrian walkways and decided that the City Engineer's comments are valid and should be upheld in the case of Filing No. 1, Colony Park. The staff, however, feels that in the future filings, a non traditional approach to pedestrian walkways through the development may be appropriate and with good design, could be acceptable to all those concerned. A revised plan, complying with the City Engineer's request (those in a letter from Ron Rish, City Engineer, to Ted Straughan, dated August 24, 1981, and all previous review comments of Mr. Rish concerning Colony Park, Filing No. 1) will need to be submitted to Mr. Rish for review and approval prior to City Council review. If this cannot be accomplished before September 11, 1981, the staff will pull the proposal from the September 16, 1981, City Council Public Hearing. A copy of Mr. Rish's approval of the revised plan will need to be submitted to the Planning Department prior to September 11, 1981, for Colony Park, Filing #1 in order to be scheduled for City Council Hearing.

CC: Mark Eckert - Senior City Planner  
Cliff Davidson - Senior County Planner  
Bob Goldin - Staff Planner  
Ron Rish - City Engineer  
✓File No. 33-81

Enclosure

May 6, 1982

Mr. Ted L. Straughan  
Straughan & Company  
Real Estate  
P. O. Box 885  
Grand Junction, CO 81502

Dear Ted:

Re: Colony Park

This is in response to your request at our meeting with Bob Goldin on April 28, 1982, for clarification of your development responsibilities to the City concerning F Road and Independent Ranchmans Canal. It is my understanding based on current City policies that you are responsible for the following items:

1. Dedication of right-of-way sufficient to accommodate future widening of F Road and the resultant canal relocation.
2. Power-of-attorney for future street improvements on F Road. The property is responsible for the full cost of these street elements equivalent to a local street. In this case that would be 17 ft. of asphalt pavement and base, curb and gutter, and the pedestrian/bicycle path (in lieu of sidewalk). The cost of additional pavement and median to accommodate the four-lane arterial street is borne by the City.
3. Construction of the canal crossing for Cider Mill Road. This is to be located to fit the relocated canal scheme as approved by Grand Valley Irrigation Company. The canal transitions on both ends of the crossing to match back to the existing canal must of course be as approved by the Grand Valley Irrigation Company.
4. The canal relocation and/or piping required to four-lane F Road in the future will be part of the project cost for the City to improve this arterial street. Since your responsibility is for a local street, your responsibility concerning the canal is limited to the Cider Mill Road crossing and the reasonably short transitions at each end of that crossing.
5. I am unsure about your responsibilities concerning fencing and/or landscaping or other screening along the south edge of the canal. You should contact Bob Goldin concerning these items.

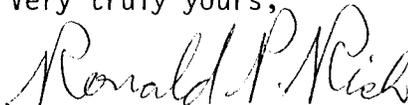
Mr. Ted L. Straughan

Page 2

May 6, 1982

I hope the above will help in explaining your responsibilities and if you have any further questions do not hesitate to contact me.

Very truly yours,

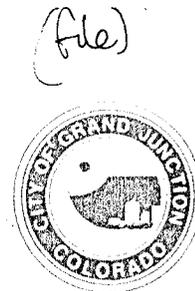


Ronald P. Rish, P.E.  
City Engineer

RPR/hm

cc - Bob Henderson, Grand Valley Irrigation Co.  
Colorado West Engineering  
Bob Goldin ✓  
Jim Patterson  
File

---



City of Grand Junction, Colorado 81501

250 North Fifth St.,

July 28, 1982

Jeff Smith  
Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, CO 81501

Dear Jeff:

Re: Colony Park - Filing No. 1

As requested, I have reviewed the construction drawings for the above as submitted on June 23, 1982, and have the following comments:

Grading, Drainage & Irrigation Plan:

1. Add the following standard note to the plan sheet(s) showing public storm drainage facilities (24 inch concrete pipe and Cider Mill Road culvert pipe).

All construction shall be in accordance with City of Grand Junction Standard Drainage Details Drawing ST-2 and shall conform to City of Grand Junction "Standard Specifications for Construction of Waterlines, Sanitary Sewers, Storm Drainage and Irrigation Systems", 1981, and City of Grand Junction General Contract Conditions for Public Works and Utilities Construction GC-37, GC-50 and GC-65.

2. Ranchmens Ditch Company approval should be obtained for both the Cider Mill Road culvert and the 24 inch pipe outletting into their ditch. I request a copy of their approval letter.
3. More detail is needed for the 24 inch pipe. Flowline elevations should be shown at both ends, a dimension should be shown from the pipe centerline to the property line, the pipe length should be shown, and the manhole should be located on the plan relative to a property corner.
4. Add a pipe bedding and backfill detail for the Cider Mill Road culvert. Colorado Division of Highways standard method is acceptable to this office. Flowline elevations should be shown at both ends of the culvert along with the resulting pipe grade.

5. Resubmit the 100 year Floodplain Permit application. The July 28, 1981, submittal recommended a 90" or 114" or 140" x 90" culvert. The current design proposals probably result in different grading elevations than those assumed and the flood hydraulic analysis should be based on the current design. When I discussed the July 28, 1981, submittal with Roger Foisey on December 30, 1981, he agreed that when more design decisions had been made, the Flood Plain Permit application should be revised accordingly and then submitted for review and approval.

⊗

Sanitary Sewers:

1. The sewers are shown on three different roadway plan and profile sheets. This is acceptable provided you submit sewer as-built plans for the public records.
2. Sewer locations and grades are acceptable.
3. Add the following notes to the sanitary sewer plan sheets.

All construction shall be in accordance with City of Grand Junction Standard Sanitary Sewer Details Drawing SS-1 and shall conform to City of Grand Junction "Standard Specifications for Construction of Waterlines, Sanitary Sewers, Storm Drainage and Irrigation Systems", 1981, and City of Grand Junction General Contract Conditions for Public Works and Utilities Construction GC-37, GC-50 and GC-65.

"The contractor shall contact the City Utilities Superintendent, Mr. Ralph Sterry, (244-1568) prior to any disturbance of existing sanitary sewers including tie-ins and/or taps. Existing sanitary sewer flows shall be maintained at all times."

4. A utility easement will have to be obtained from the School District from your client's west property line to the existing 15 inch sanitary sewer. A utility easement will have to be granted to the City for that portion of the sanitary sewer stub which extends east of the platted right-of-way for Cider Mill Road. These easements should be 20 ft. wide and centered on the pipe. Darrel Lowder should be contacted concerning recording these easements.

Streets:

1. Cider Mill Road is the only street which I will review. The City has no responsibility toward the "Private Drives".
2. The street typical section for Cider Mill Road should be shown on the Cider Mill Road plan and profile sheet to facilitate the as-built public records.

3. The pavement design shown is based on the April 1, 1981, soils report by Lincoln DeVore and is acceptable to this office.
4. The street details and grades shown for Cider Mill Road are acceptable to this office. I assume the gutter flowlines on the west side will be continued across the driveway pans so the Cider Mill Road flows will be routed to Ranchmens Ditch.
5. Add the following note to the Cider Mill Road plan sheet.

All construction shall be in accordance with City of Grand Junction Standard Pavement Details Drawing ST-1 and shall conform to City of Grand Junction "Standard Specifications for Construction of Streets, 1981, and City of Grand Junction General Contract Conditions for Public Works and Utilities Construction GC-37, GC-50 and GC-65.

6. The 12 inch pipe connections from the inlets to the culvert should be shown in the profile view.
7. The 8 ft. path along Ranchmens Ditch is shown at Cider Mill Road. What will the location and grade of the path be for its entire length across the filing? Do you intend to submit plans for the path? Since it will be a public path on dedicated right-of-way, the City is responsible for maintaining the path. Therefore plans should be submitted to the City Engineer for approval prior to construction.

When the above comments have been addressed, submit revised plans for approval prior to construction.

Very truly yours,

  
Ronald P. Rish, P.E.  
City Engineer

RPR/hm

cc - Ted Straughan  
Bob Goldin  
John Kenney  
Darrel Lowder  
Jim Patterson  
Ralph Sterry  
File

**COLORADO  
WEST  
ENGINEERING**

CONSULTING CIVIL ENGINEERS  
835 COLORADO AVE., GRAND JUNCTION, COLORADO 81501  
303/246-6112

Colony Park  
Filing #1  
File

RECEIVED MESA COUNTY  
DEVELOPMENT DEPARTMENT  
AUG 10 1982

August 9, 1982

Mr. Ron Rish, P. E.  
City of Grand Junction  
250 North 5th Street  
Grand Junction, Colorado 81501

RE: Colony Park Filing No. 1 (#532.3)

Dear Ron:

In response to your letter of July 28, 1982 concerning changes to construction drawings for Colony Park Filing No. 1 we offer the following:

**GRADING, DRAINAGE AND IRRIGATION PLAN:**

1. We have added the note you requested.
2. A letter of approval is pending from Grand Valley Irrigation. A copy will be forwarded to you when we receive it.
3. The details of the 24" diameter storm sewer requested have been added to the plans.
4. The details requested have been added to our plans.
5. The current design proposal has not resulted in different gradings for the proposed culvert. It is to fit the grade of the existing ditch flowline as originally proposed. Our original floodplain permit application contained pipe size and flow calculations which resulted in our proposal for installation of a 90" diameter culvert.

When we received your letter asking for re-submittal, we called Jim Taylor, in your department, to ask if the City had done any hydraulic calculations to size the culverts recently installed at 1st Street, "25" Road and "24 1/2" Road. Jim said that you had merely matched the pipe that was already in place.

Inasmuch as City installed pipes range from 84" at 1st Street, to 72" diameter at "25" Road, we would propose to match the 84" diameter culvert.

If this proposal is not acceptable to you, and you still prefer that we install a larger pipe than what you have used both upstream and downstream, please indicate so, in writing, to our client. We will be happy to comply with his wishes.

#### SANITARY SEWERS:

1. Sanitary sewer as-built plans will be provided.
2. Ok.
3. The notes requested have been added to our plans.
4. A utility easement has been acquired, and is recorded in Book 1373, Page 905, see attached copy.

#### STREETS:

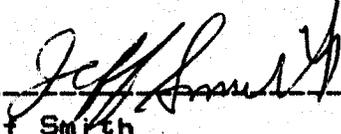
1. Ok.
2. The typical street section has been added to Cider Mill Road plan and profile sheet.
3. Ok.
4. The gutter flowlines were shown to route drainage to Ranchmans Ditch along Cider Mill Road.
5. The notes requested have been added to our plans.
6. The 12" diameter pipe connections have been shown in the profile view.
7. A typical section of the proposed path along Ranchmans Ditch has been shown on plan and profile sheet 3 of 3. The entire path was shown on the final plan. The path runs parallel to the right-of-way line, across the width

of the property. The grade of the path will match the grade of the parallel private street (approximately 50 feet south), as well as the overlot grading (see grading and drainage plan).

We are hesitant to spend more time and money on a plan and profile design of a foot path, but again, will be happy to comply once you have convinced Ted that this is necessary.

Sincerely,  
COLORADO WEST ENGINEERING

by

  
-----  
Jeff Smith  
Civil Engineer

RJS/bjs  
Enclosure

CC: Ted Straughan  
Bruce Milyard  
Bob Goldin ✓  
John Kenney  
Darrel Lowder  
Jim Patterson  
Ralph Sterry

Colony Park



City of Grand Junction, Colorado 81501

250 North Park St.

August 23, 1982

Jeff Smith  
Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, CO 81501

Dear Jeff:

Re: Colony Park - Filing No. 1

As requested, I have reviewed the revised construction drawings for the above as submitted on August 9, 1982. All comments in my letter of July 28, 1982, have been addressed adequately except for the following:

1. None of the work concerning Ranchmens Ditch will be approved by this office for construction until I receive a copy of the Ranchmens Ditch Company approval of your proposed actions concerning their ditch.
2. This project requires a 100 year Floodplain Permit. I referred in my July 28, 1982, letter to past correspondence and discussions concerning this. Your response of August 9, 1982, is not acceptable. I do not as you state in your letter "prefer that you install a larger pipe". What is required, is a comprehensive technical submittal of a 100 year floodplain permit application.

I am still waiting for the 100 year floodplain permit application based on current designs and containing all elements required in the application.

I am by copy of this letter informing the Chief Building Inspector that this deficiency still exists.

3. The easement submitted has been forwarded to Darrel Lowder for a detailed check. I note the easement has not been granted to the City so I am not sure what value it is to us for maintenance of a public sewer.

Except for the above three (3) items, consider all other details of the plans approved by this office for construction.

Jeff Smith  
August 23, 1982  
Page 2

Upon completion of construction, notify this office to arrange for a final inspection of the completed public facilities. As is standard policy, City-acceptance of any facilities depends on:

- a. Design in accordance with City requirements.
- b. Construction in accordance with the City-approved design.
- c. Submission of documented construction test results.
- d. Submission of mylar-type as-built drawings for the public record.
- e. Satisfactory final-inspection of completed facilities by City Engineer.

Very truly yours,



Ronald P. Rish, P.E.  
City Engineer

RPR/hm

cc - Ted Straughan  
Dick Hollinger  
Bob Goldin ✓  
John Kenney  
Darrel Lowder  
Jim Patterson  
Ralph Sterry  
Jim Taylor  
File

COLORADO  
WEST  
ENGINEERING

CONSULTING CIVIL ENGINEERS  
835 COLORADO AVE., GRAND JUNCTION, COLORADO 81501  
303/245-5112

Colony Park  
Filing #1

August 27, 1982

Rec 9-3-82

Mr. Ronald P. Rish, P. E.  
City of Grand Junction  
250 North 5th Street  
Grand Junction, Colorado 81501

RE: Colony Park Filing #1

Dear Ron;

In answer to your letter of August 23, 1982 we offer the following:

1. Bob Henderson of the Grand Valley Irrigation Company has given approval for our work on Ranchman's Ditch pending a maintenance agreement between the City and Grand Valley Irrigation Company. TED STRAUGHAN is currently working on this agreement. I have enclosed a copy of Bob Henderson's letter to this effect.
2. The revised 100 year floodplain permit application has been submitted. We had submitted a complete application on July 28, 1981. Upon review of the original application we found an error in our use of the Nomograph Chart 2-53 which has been corrected in our new floodplain application.
3. TED STRAUGHAN is currently working on transferring the sewer easement from Colony Park to the City.

Please let us know of the progress on the floodplain application.

Sincerely,  
COLORADO WEST ENGINEERING

by Jeff Smith  
Jeff Smith  
Civil Engineer

RJS/bjs  
Enclosure

CC: Dick Hollinger  
Bob Goldin w/ Henderson Ltr.  
John Kenney  
Darrel Lowder w/ Henderson Ltr.  
Jim Patterson  
Ralph Steery  
Jim Taylor

Ron  
9-3-82

Richard K. Fry - President  
Shirley Stocker - Secretary-Treasurer  
R. M. Henderson - Superintendent

Telephone 242-2762

#532.3  
Owns and Operates  
THE GRAND VALLEY CANAL

## THE GRAND VALLEY IRRIGATION COMPANY

688 - 26 Road  
GRAND JUNCTION, COLORADO  
81501

August 9, 1982

Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, Co. 81501

Attention: Jeff

Re: Colony Park Subdivision

Dear Jeff:

This is a letter requested by Colorado West Engineering pertaining to the treatment of a street crossing giving access to Colony Park. This will necessitate a pipe laid in the channel of the Independent Ranchmen's Canal feeder, which is owned and operated by the Grand Valley Irrigation Company.

This installation will meet with approval of the Grand Valley Irrigation Company at such time as they are assured of maintenance on the completed crossing at this point. This particular area is very hard to control from erosion as this material is very unstable and any molesting of the existing banks on the channel of this waterway can create a problem of control from erosion.

Very truly yours,

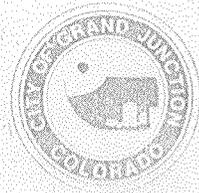
THE GRAND VALLEY IRRIGATION COMPANY



Robert M. Henderson  
Superintendent

RMH;djc

cc: Bob Goblin  
Darrel Loudon  
Ron  
9-3-82



City of Grand Junction, Colorado 81501  
250 North Fifth St.,

October 25, 1982

Jeff Smith  
Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, CO 81501

Dear Jeff:

Re: Colony Park - Filing No. 1

In response to your letter of October 5, 1982, I offer the following:

1. The proposed maintenance agreement between The Grand Valley Irrigation Company and the City of Grand Junction is being reviewed by the City Right of Way Agent.
2. By my memo of September 30, 1982, to Bob Goldin, City Floodplain Administrator, I approved the technical aspects of the floodplain permit application.
3. The proposed sewer easement assignment is being reviewed by the City Right of Way Agent.

As stated in my letter of August 23, 1982, all other details of the plans as submitted on August 9, 1982, are approved by this office for construction. I suggest you deal directly with Darrel Lowder, City Right of Way Agent, concerning items 1 and 3 above.

Please be sure your client understands that construction inspection and securing of all required construction tests is the responsibility of the project engineer which I understand is Colorado West Engineering.

Thanks for your continued cooperation.

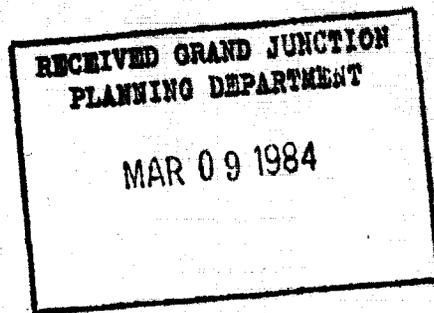
Very truly yours,

A handwritten signature in cursive script that reads "Ronald P. Rish".

Ronald P. Rish, P.E.  
City Engineer

cc - Ted Straughan  
Dick Hollinger  
Bob Goldin ✓  
John Kenney  
Darrel Lowder  
Jim Patterson  
Ralph Sterry  
File

March 6, 1984



Colony Park Venture Partners  
Ted L. Straughan  
1003 Main Street  
Grand Junction, Colorado 81501

The City Development Department  
City of Grand Junction  
559 White Avenue, Room 60  
Grand Junction, Colorado 81501

RE: Enforcement of Development Schedules  
Colony Park Subdivision

Gentlemen:

In response to your letter of February 13, 1984, I am responding with eight (8) copies as follows:

LOCATION

- a. The location is at 2565 F Road, Grand Junction; more particularly known as the W $\frac{1}{2}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 10, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado. The current property owners are: Robert I. Baughman, Dennis H. Barbour, Ted L. Straughan and Joe J. Straughan. Ted L. Straughan will be acting as representative.

CURRENT STATUS

- b. The current status of the approved project is that it is dormant and will probably remain dormant until such time as there is a turn around in the economy. The current economic situation does not lend to the feasibility of the project as it is and the likelihood of build-out in the near

future is remote, as it stands. We have an anticipated change in the approved plan, which is not solid at this point. We are looking into the feasibility of decreasing the density and changing the overall shape and type of project. It would still remain as a multi-family project, but would take on quite a different appearance than what the plan shows right at this point.

#### DEVELOPMENT SCHEDULE

- c. The development schedule for the completion of the next phase or build-out, is at this moment delayed for at least one more year.

#### DEVELOPMENT PROCESS REQUIREMENTS

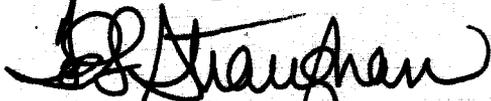
- d. We have placed the final plat of Colony Park, Filing 1, on the record as of July 12, 1982, Plat Book 13, Page 58, Reception No. 1297163.

#### EXTENSION

- e. We would like to request a one (1) year extension of the current plan.

Thank you very much for your kind attention.

Sincerely,



Ted L. Straughan  
General Partner, Colony Park

TLS:ss



## CITY - COUNTY PLANNING

grand junction-mesa county 559 white ave. rm. 60 grand jct.,colo. 81501

(303) 244-1628

### MEMORANDUM

TO: Participants in February 8, 1983, Public Hearing  
FROM: Grand Junction Planning Commission and Planning Department  
DATE: April 12, 1983  
RE: Follow-up to Public Hearing

The Grand Junction Planning Commission would like to thank you for your cooperation and participation in the public hearing February 8. Copies of the minutes are enclosed for your records.

The information you provided will be used by the City in its capital improvements programming and annual budgeting of expenses for the expansion of public services and facilities. Through this hearing process you have shown that your projects are still active and being pursued, while, at the same time, seven projects are being recommended for reversion to the City Council. The net reduction of units/spaces on file are:

	<u>Residential</u>		<u>Commercial</u>	
	<u>Units</u>	<u>Acres</u>	<u>Sq. Ft.</u>	<u>Acres</u>
Total of all files reviewed	1015	96.94	277,398	59.82
Projects recommended for reversion	15	3.59	154,975	5.95
New net total	1000	93.35	122,423	53.87

Based on this information, the City will be able to better provide public services and facilities for your projects as the development occurs.

The Commission feels this dialogue with the development community is valuable. Because our concerns and interests overlap, this exchange should be mutually beneficial.

As follow-up from the February 8 public hearing, the Grand Junction Planning Commission clarified areas of concern for the petitioners and their representatives as to what constitutes start of a project.

Memorandum  
April 12, 1983  
Page 2

A project must obtain a building permit in order to qualify as starting construction. Destruction or demolition does not constitute beginning the project, nor does site work. Only that work applied for and approved by means of a building permit will suffice for starting a project.

If you have other questions or concerns, please feel free to contact this office. Your cooperation has been appreciated.

BG/vw



# CITY - COUNTY PLANNING

grand junction-mesa county 559 white ave. rm. 60 grand jct.,colo. 81501

(303) 244-1628

February 13, 1984

TO: All Owners/Petitioners

FROM: Grand Junction Planning Commission  
Grand Junction Planning Department

RE: Enforcement of Development Schedules

Enforcement of development schedules of previously approved projects is an on-going concern for the City of Grand Junction. The City Planning Commission will be having their annual Extension/Reversion public hearing on Tuesday, March 20, 1984 at 7:00 p.m. in the City/County Auditorium, 520 Rood Avenue, Grand Junction, Colorado. You or your representative must be present.

By using the timeframes expected for development, the City is able to anticipate the needs for public services and improvements to provide service for these projects and surrounding areas. The City can also schedule those capital improvements required to be completed in conjunction with the project development itself.

The hearing will not be a re-review of the project for technical issues. It will be a discussion of anticipated timeframes for project build of the project itself. Any project discussed without the representative present at the special hearing will be automatic reversion.

If an extension is requested by the Owner/Petitioner, the Commission may grant an extension for one year. If the Owner requests a reversion, the Grand Junction Planning Commission will review that project and/or zone.

Enclosed is your project violation of the Grand Junction Z Code. Also enclosed is the required submittal information for the Grand Junction Planning Commission to review.

We appreciate your continued cooperation in this process.

If you have any questions, please contact the City Planning Department.

Thank you.

BG/tt

Enclosures

**P 486 141 083**  
**RECEIPT FOR CERTIFIED MAIL**

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL

COLONY PARK DEVELOPMENT  
c/o Ted Straughn  
639½ Main Street  
Grand Junction, CO 81501  
#33-81

Postage	\$ .20
Certified Fee	.75
Special Delivery Fee	.60
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return Receipt Showing to whom, Date, and Address of Delivery	
<b>TOTAL Postage and Fees</b>	<b>\$ 1.55</b>
Postmark or Date	

PS Form 3800, Feb. 1982

This is to inform you that your project File # 33-81

Project Name Colony Park

approved on 7/12/82 by the Grand Junction City Council,

is now in violation of the Grand Junction Zoning and Development Code.

It violates the development schedule process as indicated below:

Sec. 7-5-4-C-5  
(Final Plan)

Following the approval of a Preliminary Plan, the applicant shall file with the Department a Final Development Plan and Final Subdivision Plat in accordance with the approved development schedule. Approval of a Preliminary Plan is effective in accordance with the subdivision regulation (Chapter 6). An approved preliminary area may be finalized by more than one final plan and plat.

The Grand Junction Planning Commission is requiring the following information to be provided to this department a minimum of ten (10) days prior to the Special Public Hearing on March 20, 1984.\*

Eight (8) copies of:

- a) Location, current property owner, and representative if applicable.
- b) Brief discussion of current status of the approved project. This should include the feasibility, likelihood of buildout, or anticipated changes to the approved plan.
- c) Development schedule anticipated for completion of next phase or buildout:
- d) Any work completed to date on the project to fulfill the next development process requirements. (i.e. if final approval, when is plat to be recorded, or if preliminary approval, when is final plan to be submitted?)
- e) Extension requested (one year maximum).

\* Any packets not received or received after this date may result in automatic reversion.