

# Table of Contents

File 1981-0021  
Date 10/22/01

Project Name: The Falls Sub. - Cascade Condos & Health Club – FinalDev.

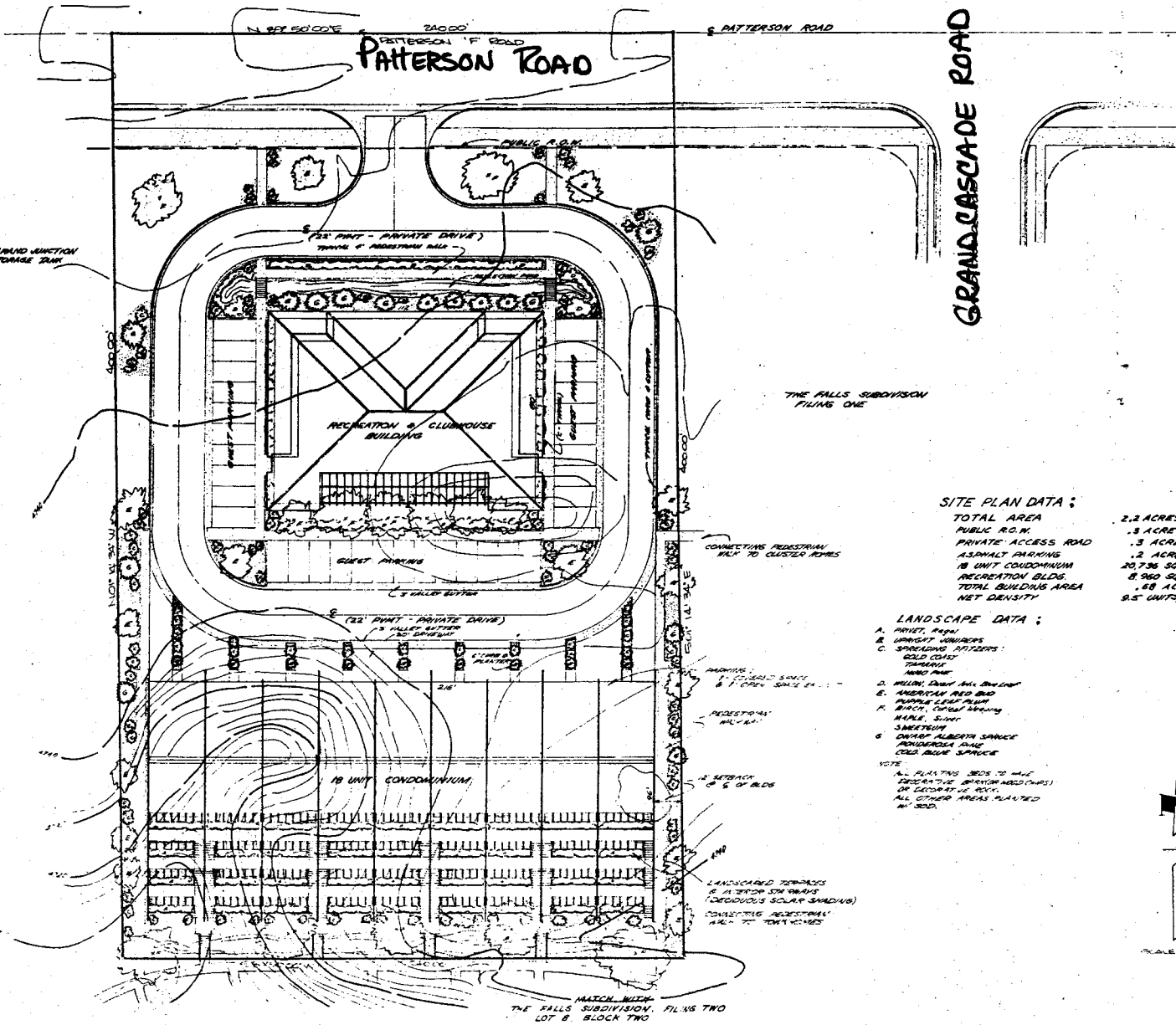
P	S	<p><b>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the in some instances, not all entries designated to be scanned by the department are present in the file. There are also documents specific to certain files, not found on the standard list. 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>
r	c	
e	a	X X *Summary Sheet – Table of Contents
n	n	Application form
e	d	Receipts for fees paid for anything
d		*Submittal checklist
		X X *General project report
		Reduced copy of final plans or drawings
		Reduction of assessor's map
		Evidence of title, deeds
		X X *Mailing list to adjacent property owners
		Public notice cards
		Record of certified mail
		X Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
		*Final reports for drainage and soils (geotechnical reports)
		Other bound or nonbound reports
		Traffic studies
		Individual review comments from agencies
		*Consolidated review comments list
		*Petitioner's response to comments
		*Staff Reports
		*Planning Commission staff report and exhibits
		*City Council staff report and exhibits
		*Summary sheet of final conditions
		*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)

## DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	X	Letter from Tom Logue, Paragon Engineering to Planning re: response to comments – 6/30/81
X	X	Review Sheet Summary	X		Subdivision Summary form
X		Review Sheets	X	X	Subsurface Soils Investigation - The Falls Subdivision
X		Memo from Planning to All Petitioners re: reversion hearings to be held 4/28/84 – 3/26/84	X		Gamma Radiation Survey – no tailings indicated – 10/21/77
X	X	Certified memo from Planning to All Owners/Petitioners re: development schedules – 2/13/84	X	X	Development Schedule
X	X	Memo from Planning to Participants in 2/8/83, Public Hearing – 4/12/83	X		Ute Water Conservancy District Peak Demand – Data Sheet
X	X	Planning Commission Minutes - ** - 7/21/81, 7/28/81, 3/31/81	X		Request for Treasurer's Certificate of Taxes Due
X		Letter from Thomas A. Logue to Planning Commission re: revised development plan within the next 6 to 12 months– 1/21/83	X		Deed
X	X	Letter from Charlie Stockton to Katy McIntyre re: fire flows to Cascade Condo – 8/3/81	X		Declaration of Covenants, Conditions and Restrictions
X		Development Application	X		Development Application
X		Subdivision Summary Form	X		Public Notice Posting



K.M. MATCHETT  
26\*\* F. ROAD



THE FALLS SUBDIVISION  
FILMS ONE

**SITE PLAN DATA :**

TOTAL AREA	2.2 ACRES
PUBLIC R.O.M.	.3 ACRES
PRIVATE ACCESS ROAD	.3 ACRES
ASPHALT PARKING	.2 ACRES
18 UNIT CONDOMINIUM	20,736 SQ. FT.
RECREATION BLDG.	8,980 SQ. FT.
TOTAL BUILDING AREA	1.88 ACRES
NET DENSITY	9.5 UNITS/ACRE

- LANDSCAPE DATA :**
- PAVING, ASPHALT
  - GRASSY LAWNS
  - SPREADING MIXTURES:  
SOD CORNER  
TERRACE  
WALKWAY
  - WALKWAY DRIVE AND DRIVEWAY
  - LANDSCAPE BED AND PLANTING BED PLANT
  - BRICK, CONCRETE PAVING  
MARBLE SLAB
  - SMOOTH  
DWARF ALBERTA SPRUCE  
PENNSYLVANIA BLUE  
COLD BURN SPRUCE
- NOTE:  
ALL PLANTING BEDS TO HAVE  
DECORATIVE BRONZE BOLLARDS  
ON EXTERIOR SIDE ONLY.  
ALL OTHER AREAS PLANTED  
W/ SOD.

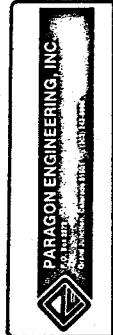
**OFFICE COPY**  
#21-81

CHECKED

DATE  
JANUARY, 1990

SCALE  
1" = 20'

REVISIONS

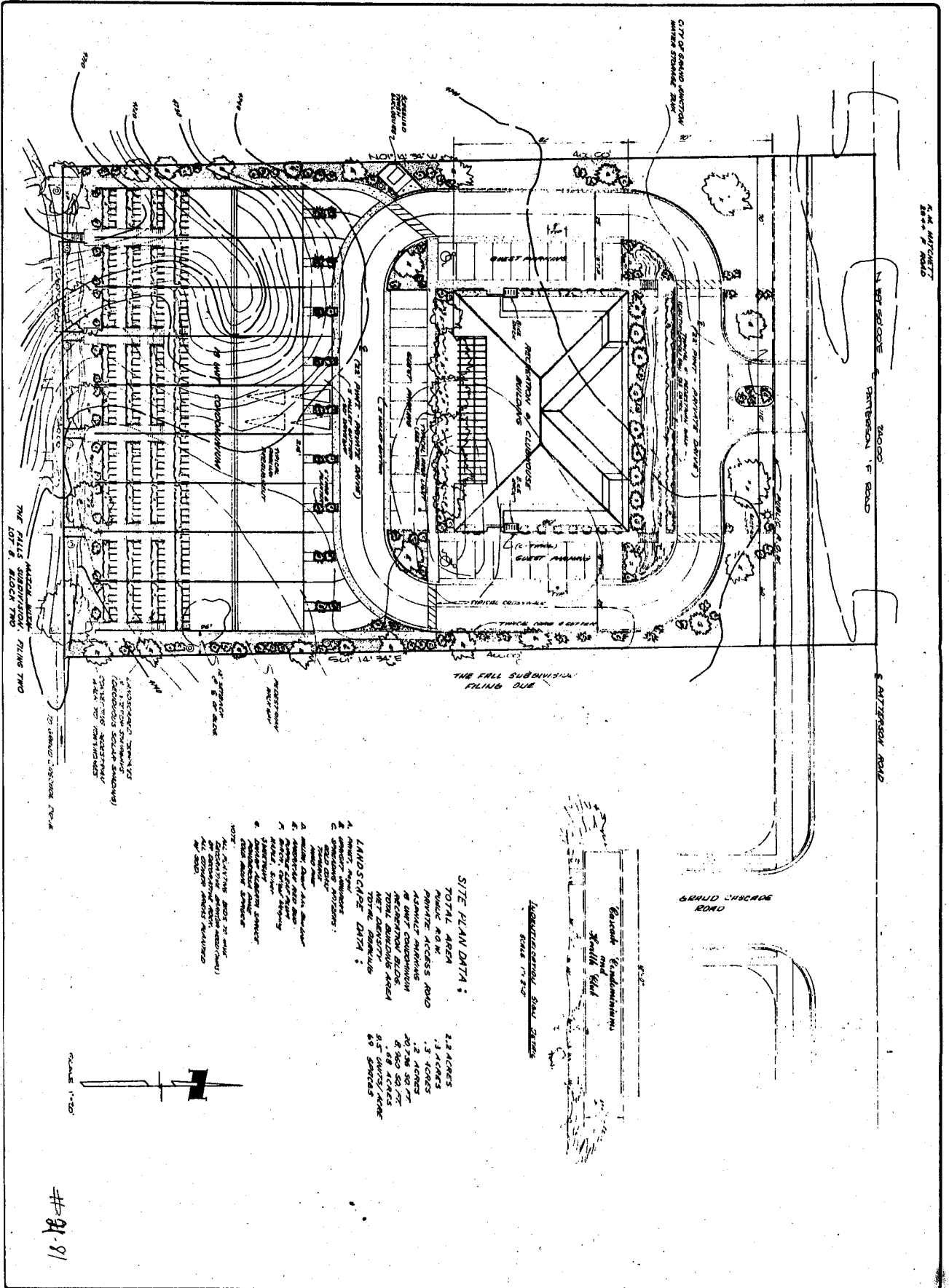
PRELIMINARY DEVELOPMENT PLAN  
1ST. ADDITION TO THE FALLS SUBDIVISION  
GRAND JUNCTION, CO. CO.

SHEET

--

SHEETS





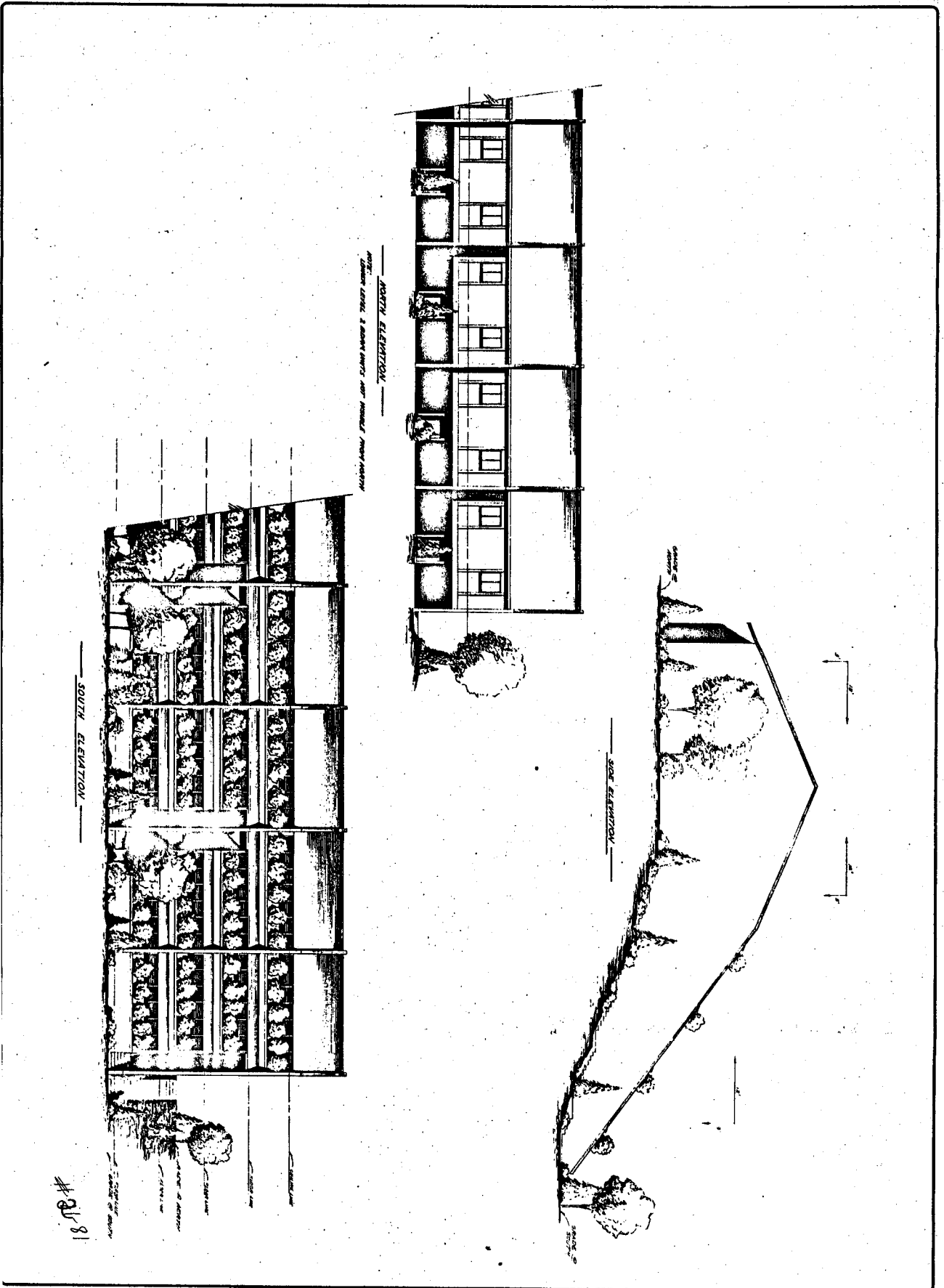
**SITE PLAN DATA :**

- TOTAL AREA 2.8 ACRES
- PUBLIC R.O.W. 1.3 ACRES
- PRIVATE ACCESS ROAD 1.3 ACRES
- IN UNIT CONDOMINIUM 20.75 SQ FT
- RECREATION BLDG. 8,960 SQ FT
- TOTAL BUILDING AREA 91,500 SQ FT
- NET DEVELOPABLE 81.5 ACRES

**LANDSCAPE DATA :**

1. PARKWAY
2. PARKWAY
3. PARKWAY
4. PARKWAY
5. PARKWAY
6. PARKWAY
7. PARKWAY
8. PARKWAY
9. PARKWAY
10. PARKWAY
11. PARKWAY
12. PARKWAY
13. PARKWAY
14. PARKWAY
15. PARKWAY
16. PARKWAY
17. PARKWAY
18. PARKWAY
19. PARKWAY
20. PARKWAY
21. PARKWAY
22. PARKWAY
23. PARKWAY
24. PARKWAY
25. PARKWAY
26. PARKWAY
27. PARKWAY
28. PARKWAY
29. PARKWAY
30. PARKWAY
31. PARKWAY
32. PARKWAY
33. PARKWAY
34. PARKWAY
35. PARKWAY
36. PARKWAY
37. PARKWAY
38. PARKWAY
39. PARKWAY
40. PARKWAY
41. PARKWAY
42. PARKWAY
43. PARKWAY
44. PARKWAY
45. PARKWAY
46. PARKWAY
47. PARKWAY
48. PARKWAY
49. PARKWAY
50. PARKWAY
51. PARKWAY
52. PARKWAY
53. PARKWAY
54. PARKWAY
55. PARKWAY
56. PARKWAY
57. PARKWAY
58. PARKWAY
59. PARKWAY
60. PARKWAY
61. PARKWAY
62. PARKWAY
63. PARKWAY
64. PARKWAY
65. PARKWAY
66. PARKWAY
67. PARKWAY
68. PARKWAY
69. PARKWAY
70. PARKWAY
71. PARKWAY
72. PARKWAY
73. PARKWAY
74. PARKWAY
75. PARKWAY
76. PARKWAY
77. PARKWAY
78. PARKWAY
79. PARKWAY
80. PARKWAY
81. PARKWAY
82. PARKWAY
83. PARKWAY
84. PARKWAY
85. PARKWAY
86. PARKWAY
87. PARKWAY
88. PARKWAY
89. PARKWAY
90. PARKWAY
91. PARKWAY
92. PARKWAY
93. PARKWAY
94. PARKWAY
95. PARKWAY
96. PARKWAY
97. PARKWAY
98. PARKWAY
99. PARKWAY
100. PARKWAY

#818/91



SHEET  
 4  
 OF 4

FINAL DEVELOPMENT PLAN  
 CASCADE CONDOMINIUMS & HEALTH CLUB  
 (FORMERLY 1ST ADDITION THE FALLS)  
 GRAND JUNCTION, COLORADO  
 BUILDING ELEVATIONS



REVISIONS

CHECKED  
 DATE  
 4/1/0

**DEVELOPMENT SCHEDULE**

for

**CASCADE CONDOMINIUMS AND HEALTH CLUB**

Overall rate of development is dependant upon the community's growth and housing needs.

Site development is to be completed in two phases.

Phase One includes development of the 18 condominium unit which will begin within 18 months of approval of the final development plan.

Phase Two includes development of the Health Club which will begin within one year of the completion of the condominium units.

Irrigation water is not available to Cascade Condominiums and Health Club.

The landscaping plan reflects the unavailability of irrigation water. Therefore, domestic water will be utilized for irrigation of all landscaped areas.

The petitioner understands the high cost of domestic water and that curtailment of water may be experienced during severe droughts.



The Falls Development Co.  
2385 H Road  
Grand Junction, CO. 81501  
#21-81

The City of Grand Junction  
City Hall  
Grand Junction, CO. 81501  
#21-81

Kenneth Matchett  
2844 F Road  
Grand Junction, CO. 81501  
#21-81

~~Robert Rewinkle~~

Robert Rewinkle  
534 3 1/2 Road  
Grand Junction, Co. 81501  
#21-81

Paragon Engineering, Inc.  
2784 Crossroads Blvd. #104  
Grand Junction, Co. 81501  
#21-81

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 1981 by the FALLS TOWNHOUSES, a partnership. The FALLS TOWNHOUSES, its successors and assigns shall hereinafter be referred to as "Declarant".

RECITALS

1. WHEREAS, Declarant is the fee owner of the following property located in Mesa County, Colorado:

Block 8, The Falls Subdivision, Grand Junction, Mesa County, Colorado,

which shall be the covered property under this Declaration. This Declaration is being imposed by the Declarant upon the covered property.

2. WHEREAS, Declarant has deemed it desirable to establish covenants, conditions and restrictions which shall run with the land upon the covered property and each and every portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the covered property.

3. WHEREAS, CASCADE VILLAGE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, has been incorporated under the laws of the state of Colorado for the purposes of exercising the powers and functions as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the covered property is held and shall be held, conveyed, hypothecated or encumbered, leased or rented, used, occupied and

improved subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, sale and common use of said property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and every part thereof. All of the covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the covered property, and shall inure to the benefit of each owner thereof, and are imposed upon each interest in every part thereof as a servitude in favor of each and every said interest as the dominant tenement or tenements.

## ARTICLE I

### DEFINITIONS

1. "Association" shall mean and refer to the CASCADE VILLAGE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, incorporated under the laws of the state of Colorado, its successors and assigns.

2. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association, as the same may from time to time be duly amended.

3. "Assessments" -- the following meanings shall be given to the assessments hereinafter defined:

"Regular assessment" shall mean the amount which is to be paid by each owner to the Association for common expenses.

"Individual assessment" shall mean a charge against a particular owner and his property directly attributable to the owner, equal to the cost incurred by the Association for corrective action performed, or

attorney's fees, management company fees, or other charges payable by such owner, pursuant to the provisions of this Declaration, the Bylaws or the Association rules, plus interest thereon as provided for in this Declaration.

"Special assessment" shall mean a charge against each owner and his property representing a portion of the costs to the Association for the reconstruction of any portion or portions of the common area pursuant to the provisions of this Declaration.

"Special assessment" shall also mean a charge against each owner and his property, representing a portion of the cost of the Association for installation or construction of any capital improvements on any of the common area which the Association may from time to time authorize.

"Association rules" shall mean rules adopted by the Association pursuant to this Declaration.

"Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

4. "Covered property" shall mean or refer to:

Block 8, The Falls Subdivision, Grand  
Junction, Mesa County, Colorado.

5. "Setback" means the minimum distance between the residence or other structure referred to and a given street or line.

6. "Street" means any street, highway or other thoroughfare shown on the map of said property, whether designated thereon as

street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.

7. "Building site" means a single lot, as shown on the map of said property, or a parcel consisting of contiguous portions of any two or more contiguous lots, or all of one lot, or parts of one or more lots adjacent thereto, unless the context and circumstances otherwise require.

8. "Lot" means one of the subdivided parcels of real property within the covered property.

9. "Owner" shall mean one or more persons or entities, who, either alone or collectively, are the record owner of a fee simple title to a lot, including Declarant or the Association, but excluding those having such interests merely as security for the performance of an obligation.

## ARTICLE II

### ASSOCIATION

1. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee interest in a lot shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the members shall, in addition, be subject to the terms and provisions of the Articles of Incorporation, and the Bylaws and the rules of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot, which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot.

2. TRANSFER. The membership held by an owner of a lot shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event that an owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

3. VOTING RIGHTS. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant. Class A members shall be entitled to one vote per each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The Class B members shall be Declarant. The Class B members shall be entitled to three (3) votes for each lot in which it holds the interest require for membership; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total of votes outstanding in the Class A membership equals thirteen (13), (or votes held by Class A members will equal the total outstanding votes held by Class B members), or

(b) June 1, 1985.

4. Special Class A Voting Rights. Notwithstanding the provisions of this section, if the Class A members do not have sufficient voting power pursuant to the voting rights set forth in this Declaration to elect at least one Director at any meeting at which the Directors are to be elected, and at which Class A members are entitled to vote, then such Class A members shall, by majority vote, among themselves, elect one Director, and the remaining vacancies on the Board shall be elected by the Class B member. In no event shall the Class A members be entitled to elect more than one (1) Director to the Board pursuant to the provisions of this special Class A voting right.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

1. MEMBERS EASEMENT OF ENJOYMENT. Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the common areas and the recreational facilities thereof.

(c) The right of the Association, in accordance with its Articles, Bylaws and rules, to borrow money for the purpose of improving the common area and facilities and in aid thereof, to mortgage said property, provided

that the rights of such mortgagee shall be subordinated to the rights of the members.

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice of hearing given and held in accordance with the Bylaws of the Association.

(e) 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 signed by members entitled to cast two-thirds (2/3) of the vote of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) nor more than sixty (60) days in advance.

2. DELEGATION OF USE. Any member may delegate, in accordance with the Bylaws, 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.

3. WAIVER OF USE. No member may exempt himself from personal liability for assessments duly levied by the



Association, nor release the lot owned by him from the liens in charge hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or the abandonment of his lot.

4. TITLE TO THE COMMON AREA. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common area to the Association, free and clear of all encumbrances and liens, except current real property taxes, all other covenants, conditions, restrictions, reservations, rights, rights of way, easements and other matters of record, including those set forth in this Declaration coincident with the transfer or conveyance of a lot. Declarant hereby reserves an easement for a period of five (5) years, for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the common areas, for the purpose of completing improvements thereon or for the performance of necessary repair work and for entry onto adjacent property in connection with the development of additional phases of the within project.

#### ARTICLES IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF AMENDMENTS. The Declarant, for each lot which he owns and each owner of any lot in the covered property by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: regular assessments, individual assessments, and special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot

against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to its successors in title unless expressly assumed by them but shall remain as a charge upon the land and continuing lien upon the lot.

2. PURPOSES OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and in enhancing the value of the covered property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area.

3. REGULAR ASSESSMENTS. The amount and time of payment of assessments shall be determined by the Board pursuant to the Articles and Bylaws after due consideration to the current maintenance cost and future needs of the Association. Not later than thirty (30) days prior to the beginning of each fiscal year, the Association shall estimate the total common expenses to be incurred for the forthcoming fiscal year. The Board of Directors of the Association shall then determine the amount of the regular assessment against each owner. The Board of Directors may assess the annual insurance premium for the first year in advance at closing. The Board of Directors of the Association may not, without the vote or written assent of a majority of the voting members of the Association, other than the Declarant, impose a regular assessment per lot which exceeds by more than 20% the regular assessment for the immediately preceding fiscal year. The written notice of the regular assessment shall be sent to every owner. Each owner shall thereafter pay to the Association his regular assessment in installments as established by the Association. In the event

that the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all common expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total costs and expenses and determine the revised amount of regular assessment against each such owner, provided that any such revised amount of regular assessment shall require the approval by vote or written consent of a majority of the voting members of the Association other than the Declarant.

4. INDIVIDUAL ASSESSMENTS. Individual assessments shall be levied by the Board of Directors of the Association against a lot and its owner with respect to which particular costs have been incurred by the Association with regard to such owner pursuant to this Declaration. In the event the Association undertakes to provide materials or services which benefit an individual lot, such owner agrees that he shall pay the Association all costs within thirty (30) days of an individual assessment.

5. SPECIAL ASSESSMENTS. In addition to the regular assessments, the Board of Directors of the Association may levy in any calendar year, special assessments such as capital improvement assessments or reconstruction assessments, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment which exceeds five percent (5%) of the budgeted gross assessments of the Association for that fiscal year shall have the assent of the majority of the votes of the Board of Directors of the Association in accordance with its Bylaws.

rules, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(b) Enforce the provisions of this Declaration, the Articles and the Bylaws and the rules of the Association by appropriate means and carry out obligations of the Association hereunder, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.

(c) Pay any real and personal property taxes and assessments which are or could become a lien on the common area or any portion thereof, unless separately assessed to a member.

(d) Delegate its powers to committees, officers, or employees.

(e) Have the obligation to maintain, in a first class manner, all landscaping throughout the subdivision, including common areas and privately owned land, except the patio areas of privately owned residences; and to maintain, in a first class manner, all fencing, roofing and building exteriors, including those within patio areas of privately owned residences, except for any additions done by a homeowner after closing.

(f) Have the authority to obtain, for the benefit of all the common areas, all water, gas and electric services and refuse collection and all other public or quasi-public services.

(g) Contract for materials and/or services for the common area or for the Association with the term of any

material and/or service contract limited to a duration of one year, except with the approval of the majority of each class of the members of the Association; provided, however, that in the event the Class B memberships have been terminated in accordance with this Declaration, then a majority of the members of the Association shall be required.

(h) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interests of the Association and its members, including, but not limited to, the following: fire, casualty, and public liability insurance.

(i) Grant easements where necessary for utilities and sewer facilities over the common area to serve the common area and the covered property.

(j) Enter upon any privately owned land where necessary in connection with construction, maintenance or repair for the benefit of the common area or the owners, including for the purposes of maintenance and landscaping pursuant to subparagraph (e) above.

(k) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association in regard to the management of the common areas, the improvements and landscaping thereon, and all property acquired by the Association.

(l) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(m) Subject to the approval by a majority vote of each class of membership, have the power to borrow money and incur indebtedness for the purposes of the Association and cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, deeds of trusts, mortgages, pledges or other evidence of debt and security therefore.

(n) Fix, determine and name from time to time, if necessary or advisable, the non-profit corporation, city or public agency which is organized or operated for purposes similar to the purposes of this Association to which the assets of this Association shall be distributed upon liquidation or dissolution according to the Articles. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations by the Association and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

2. ASSOCIATION RULES. The Association shall also have the powers, as provided in its Bylaws, to adopt, amend and repeal such rules and regulations as it deems reasonable (the "Association rules"). The Association rules shall govern such matters in the furtherance of the purposes of the Association, as the Board shall deem appropriate, including, without limitation, the use of the common area: provided, however, that the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration or the Articles, or the Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner. Upon such mailing and delivery, said Association rules have the same force and effect as if they

were set forth in and were part of this Declaration. In the event of any such conflict between any such Association rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association rules shall be deemed to be superceded by such other provision to the extent of any such inconsistency.

3. EMERGENCY POWERS. The Association or any person authorized by the Association may enter onto any property in the event of any emergency involving illness or potential danger to life or property or in non-emergency situations where necessary in connection with construction, maintenance or repair for the benefit of the common area or the owners in common. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association.

4. DELEGATION OF POWERS. The Association shall have the right to delegate any powers it may have under law or under this Declaration, the Articles and Bylaws, provided, however, no such delegation, whether to a professional management company or otherwise shall relieve the Association of its obligation to perform such delegated duty.

#### ARTICLE VII

##### BASIC RESTRICTIONS

1. USE OF PROPERTY. Except within the common areas, no building shall be erected, constructed, altered, or maintained on any lot other than a single-family residence, including a private garage for not more than two (2) cars. Declarant specifically reserves the right to use any lot which it owns for a model home site and/or display or sales office for any of the covered property or to grant this right to anyone else for any of the covered property.

2. RESUBDIVISION OF LOTS. No lot shall be resubdivided or split into lots of a lesser size than the size of the original lot without the written consent of Declarant first had and obtained.

3. NUISANCE. No nuisance or any noxious or offensive trade or activity shall be carried on upon the covered property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of said property, including but not limited to the storage of any materials which might create an insect pest control problem, or the maintenance of any landscape material. No animals, birds, or insects of any kind, shall be raised, bred or kept on any lot, except dogs, cats and other common household pets, provided they are not kept, bred, or maintained for any commercial purposes or in unreasonable numbers. No act shall be permitted or caused to be done which shall increase the rate of insurance on any portion of the covered property.

4. EXTERIOR MAINTENANCE OR ADDITIONS. Exterior or structural additions, alterations or remodeling, including painting of any exterior surfaces, is prohibited; provided, however, that patios or patio enclosures shall be allowed subject to approval by an Architectural Control Committee.

5. TEMPORARY RESIDENCE. No tents, shacks, trailers, basement, garage or out building shall at any time be used on any lot as a residence, either temporarily or permanently; nor shall any residences of a temporary character be constructed, placed or erected on any lot.

6. VEHICLES. No trailer, motor home, truck in excess of three tons, boat in excess of twenty-five feet, or similar equipment or vehicle shall be kept on any lot or the streets bordering thereon except within an enclosed garage or carport, for more than fifteen hours per day. Motor vehicles shall not be



parked longer than fifteen hours per day outside of a garage or carport. No painting, repairing or mechanical work, other than customary work and minor emergency repairs shall be done on any motor vehicle on any lot except in enclosed areas.

7. GARAGES. No garages or carports situated on any lot shall be used for any purpose other than parking and storage of motor vehicles or for such other purpose not incompatible with such use. Automobiles are to be kept in the garages and carports when not in use.

8. REFUSE. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other refuse or waste shall not be kept on any lot except in sanitary containers, except building materials during the course of any approved construction. If trash or other refuse is to be disposed of by being picked up on a regular and recurring basis, sanitary containers may be placed in the open for not more than eighteen (18) hours prior to such pick-up.

9. WELLS, DERRICKS, MINES, BUSINESS AND TRADES. No wells for the production of, or from which there is produced, water, oil or gas shall be operated upon any lot. No mining or quarrying operations of any kind shall be permitted upon the covered property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No machinery, appliance or structure may be placed, operated or maintained on the covered property for use in connection with any trade, manufacture or business.

10. EASEMENTS AND RIGHTS-OF-WAY. Every lot is subject to such easements and rights-of-way for erecting, constructing, maintaining and operating public sewers, poles, wires and conduits for lighting, heating, power, telephone, television and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of

the earth, as such easements and rights-of-way are more particularly set forth on the recorded map pertaining to each lot. Within these easements and rights-of-way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities, or which may change the direction of, obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of such lot, except for those improvements for which a public authority or utility company is responsible.

11. PARTY WALLS.

(a) Each wall which is built as part of the original construction of the units upon the Covered Property 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 paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) 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.

(c) 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 negligent or willful acts or omissions.

(d) Notwithstanding any other provision of this paragraph, 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.

(e) The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

12. GRADES, SLOPES AND DRAINAGE. No change in the established grade or elevation of said lots, and no change in the established slope and ratio of the cuts and fills, which alters the established drainage patterns shall be permitted. Declarant hereby reserves the right to make any and all cuts and fills on any lots, and to do such grading as in its judgment may be necessary to grade streets and lots. Each of the owners of the lots covenants to permit free access by Declarant and owners of adjacent lots to slopes or drainage ways located on his property when such access is required for the maintenance of permanent stabilization of said slopes, or maintenance of the drainage facility or for the protection and use of property other than the lot on which the slope or drainage way is located.

13. ANTENNAES. No antenna for the purpose of reception or broadcast of any television or radio communication shall be maintained on any lot unless it is enclosed entirely within a dwelling or garage.

14. PUBLIC SERVICES EASEMENT. The private streets within the subdivision shall be subject to such easements as are necessary to provide access for the provision of usual and customary public services; such as, without limitation, fire and police protection, mail delivery and maintenance of water, sewer, telephone, electricity and cable television lines.

ARTICLE VIII

ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL COMMITTEE.

A. Purpose: The purpose of the Architectural Control Board (hereinafter the "Committee") is to achieve and maintain the esthetic goals of Declarant and the Association. In furtherance of said goals, all proposals for patios or patio enclosures must be submitted to the Committee for approval.

B. The Committee shall consist of three (3) persons. Declarant shall appoint all of the original members of the Committee and all replacements until the first anniversary of the Association assuming administration for the project. Thereafter, Declarant shall appoint a majority of the members of the Committee until ninety percent (90%) of all the Units in the Project have been sold, or June 1, 1985, whichever first occurs. Thereafter, the Board shall appoint all of the members of the Architectural Control Committee.

Members appointed to the Architectural Control Committee by the Board shall be from the membership of the Association, but those appointed by Declarant need not be members of the Association.

C. Committee Action: The Committee members shall work as a panel, reviewing plans jointly. A written approval of two members of the Committee will constitute approval of said plans.

ARTICLE IX

GENERAL PROVISIONS

A. TERM: All the foregoing covenants and restrictions are imposed upon the covered property for the direct benefit thereof and of the owners thereof, as a part of a general plan of improvement, development, building, occupation and maintenance; and shall run with the land and shall be binding on all the owners of said property and all persons claiming under them, and continue to be in full force and effect for a period of thirty (30) years from the date that this Declaration is recorded. After said thirty (30) year period, the covenants, conditions, restrictions and easements shall automatically be extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of record of the covered property, it is agreed to change said covenants, conditions and restrictions in whole or in part.

B. AMENDMENTS: These restrictions may be amended, and they may be so amended at any time, and from time to time, by an instrument in writing signed by the owners of record of two-thirds (2/3) of the covered property if two-class voting structure is used; provided that if the two-class voting structure as set forth in Article II, Section 3 above is still in effect, this Declaration may not be amended without written assent of the prescribed percentage of both classes of membership. Said written instrument shall become effective upon recordation in the office of the County Recorder of Mesa County, Colorado.

C. INTERPRETATION: All questions of interpretation or construction of any of the terms or restrictions herein shall be resolved by the Association and such decision shall be final, binding and conclusive upon all the parties affected. The provisions of this Declaration shall be liberally construed to

effectuate its purpose of creating a uniform plan for the development of a residential subdivision and for the maintenance of the covered property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and neuter.

D. ENFORCEMENT: The covenants hereby established shall operate as covenants running with the land; and further, the Association and/or the Board and/or the owner of any other covered property, including any bona fide purchaser of a contract, in the event of a breach of any of the within covenants, conditions or restrictions or a continuance of any such breach may by appropriate legal or equitable proceedings take steps to enjoin, abate or remedy such breach. However, it is hereby expressly agreed that damages are not an adequate remedy for the breach of any of the above covenants, conditions or restrictions. Every act or omission whereby any of the above covenants, conditions or restrictions is violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable and may be exercised by the Association, the Board or the owner of any of the subject property. All of the remedies herein provided for shall be deemed cumulative, and none of such remedies shall be deemed exclusive. A breach of covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any

lot; provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such owner's title was acquired by foreclosure or a trustee's sale or otherwise. A mortgagee or beneficiary under a deed of trust who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of covenants, conditions or restrictions which occur prior to such acquisition of title but shall be bound by said covenants, conditions and restrictions. The provisions contained in this Declaration shall inure to the benefit of and be enforceable by Declarant, its successors or assigns, the Association, the Board, or the owner of any of the covered property and each of their legal representatives, heirs, successors or assigns, and the failure to enforce any of such conditions, covenants and restrictions shall in no event be deemed to be a waiver of the right to do so thereafter. In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of this Declaration, or any provision thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs of such suit.

E. ASSIGNMENT: Declarant retains the right to assign or delegate any or all rights duties which it may have under this Declaration at any time.

F. DESTRUCTION, CONDEMNATION OR EXTENSIVE DAMAGE OF COMMON AREAS OR COMMON FACILITIES: In the event of destruction, condemnation or extensive damage to the common area or common facilities, the Association shall cause said common area or common facilities to be reconstructed unless fifty-one percent (51%) of the Class A members, excluding Declarant if it shall then be a Class A member, elect not to reconstruct the common area or common facilities. All insurance proceeds or other sums paid to or recovered by the Association on account of said destruction, condemnation or extensive damage shall be applied to







Lincoln DeVore

1000 West Fillmore St.  
Colorado Springs, Colorado 80907  
(303) 632-3593  
Home Office

March 27, 1978

Robert Gerlofs  
P O Box 2872  
Grand Junction, CO 81501

Re:                   SUBSURFACE SOILS INVESTIGATION  
  
                          THE FALLS SUBDIVISION  
  
                          GRAND JUNCTION, COLORADO

Sir:

Transmitted herewith is the report concerning a subsurface  
soils investigation for the proposed Falls Subdivision in  
Grand Junction, Colorado.

Respectfully submitted,

LINCOLN-DEVORE TESTING LAB.

Martin F. Essigmann Jr.  
Geotechnical Engineer

Reviewed by George D. Morris, P. E.

MFE/sam

LDTL Job No. 20575, J-65

ABSTRACT:

The contents of this report are a subsurface soils investigation and foundation recommendations for Phase I of The Falls Subdivision in Grand Junction, Colorado. At the present time, the Laboratory has not seen a set of construction drawings for any of the proposed buildings on this site.

The foundation soils encountered during our exploration program were noted to consist almost entirely of high density, formational Mancos Shale. Although the formational shale does have a fairly high allowable bearing capacity, the clays are expansive and the expansive properties must be taken into consideration when proportioning the foundations. After consideration of the investigation and testing program described herein, it is our recommendation that a shallow foundation system be used to transfer the weight of the proposed structures on this site. Such a foundation system designed to penetrate through any low density fill which presently exists on the site may be designed on the basis of a maximum allowable bearing capacity of 9000 psf. A minimum design pressure of 1700 psf should be maintained at all times.

In an effort to limit possible differential movement, it is recommended that the foundation systems be well balanced and heavily reinforced. Contact stresses should be balanced to within about  $\pm 500$  psf beneath all bearing walls throughout the units. Isolated interior column pads should be designed for pressures of approximately 200 psf more

than the average selected for the exterior walls. For multi-story structures, or those with basements, the criteria for balancing should be on the basis of dead load plus approximately one-half the live load. All stem walls must be designed as grade beams capable of spanning at least 10 feet.

Adequate drainage must be maintained across the construction site. If proper surface drainage cannot be maintained, then a peripheral drain is recommended around the exterior of each unit.

All floor slabs on grade must be constructed to act independently of the other structural portions of the building.

More detailed recommendations can be found within the body of this report. All recommendations are subject to limitations set forth herein.

#### GENERAL:

The purpose of this investigation was to determine the general suitability of the site for construction of a series of light to medium weight, single family residential units. Characteristics of the individual soils found within the test borings were examined for use in designing foundations for these structures.

The first phase of The Falls Subdivision will be located on the southwest corner of the intersection of 28-1/2 Road and F Road (Patterson Road). This is in the northeastern metropolitan Grand Junction area and lies slightly above

the Grand Valley Canal.

Although the Laboratory has not seen a set of construction drawings for any of the proposed buildings on the site, it is our understanding that the buildings will be principally clustered single family residences, probably of two-story, conventional, wood frame design. Since no steep slopes presently exist in the area of Phase I, few slope stability problems are anticipated.

Topographically, the construction site occupies a highly dissected hillside draining principally in a southerly direction. A considerable amount of earth moving has been performed on the site prior to our investigation, with several large gullies being filled to the south of the Phase I area. For the most part, the building locations in Phase I appear to be in cut areas with approximately 2 feet of fill occurring near the center of the development and beneath the proposed roadways and parking areas. Deeper fills are anticipated to the south of the Phase I area.

Soils on the site consist almost entirely of high density, formational shales belonging to the Mancos Shale formation. A small amount of residually weathered material is located at the ground surface across the region, as indicated on the attached drilling logs. However, the soils are quite dense and can be considered as formation for the purposes of this report. The Mancos Shale is a thinly bedded, light to dark gray, marine shale with thin interbeds of fine

grained, calcareous sandstones and limestones. Some layers are known to be bentonitic and highly expansive, but most have only a moderate swell potential. As indicated on the drilling logs, formational shale was located at a relatively shallow depth in all five test borings drilled. While the soils are expansive, they do have a high allowable bearing capacity and will, therefore, make an excellent bearing strata for the proposed buildings.

#### BORINGS, LABORATORY TESTS & RESULTS:

Five test borings were drilled across the Phase I area of The Falls Subdivision as indicated on the attached Test Boring Location Diagram. These borings were placed in such a manner as to obtain a reasonably good profile of the subsurface soils. Although some slight variations were noted from point to point, the soil profile was judged sufficiently uniform that no further test borings were deemed necessary. All test borings were drilled with a power-driven, continuous auger drill. Samples were taken with the standard xsplit spoon sampler and by bulk methods.

As shown on the attached drilling logs, basically only a single soil material was encountered during our exploration program. The single soil type consists of the slightly weathered and formational Mancos Shale which was described previously. Precise engineering characteristics of this soil type can be found on the attached summary sheet. The following discussion will be general in nature.

Soil Type No. 1 classified as a lean clay (CL) of fine grain size. This soil was encountered as formational Mancos Shale only. It is generally plastic, of very low permeability and of high to very high density. These clays have a distinct tendency to expand upon the addition of moisture with expansion pressures on the order of 1700 psf being anticipated. This magnitude of expansion is generally judged sufficient to affect the structural portions of a building as well as floor slabs on grade and other flatwork. Foundations on this site must be designed with the expansive potential of Soil Type No. 1 in mind. Because of the initial high density of the formational shale, we would anticipate very little long term consolidation problems. Soil Type No. 1 was found to have an allowable bearing capacity on the order of 9000 psf. These clays were noted to contain sulfates in detrimental quantities.

No free water was encountered in any of the test borings to the depths drilled on this site. Free water should be fairly deep in this portion of Grand Junction and should not present any construction problems. However, because of the expansive nature of the shales, we would recommend that surface drainage be carefully designed and controlled. Further recommendations pertaining to drainage are included in the next section of this report.

## CONCLUSIONS & RECOMMENDATIONS:

Since the precise type and loads of the proposed structures are not known to the Laboratory at this time, the following conclusions and recommendations must be somewhat general in nature. Any special loads or unusual design conditions should be reported to the Laboratory so that changes in these recommendations may be made, if necessary. However, based upon our analysis of the soil conditions and project characteristics previously outlined, the following recommendations are made.

It is recommended that a shallow foundation system consisting of narrow continuous footings beneath all bearing walls and isolated spread footings beneath columns and other points of concentrated load be used to carry the weight of the proposed structures on this site. It should be noted that the term footing as used in the context of this report would include the wall on grade or "no footing" type of foundation configuration. The use of footings, the use of "no footings", or the use of a voided foundation system on this site will depend entirely upon the loads generated by the structures. We would anticipate the use of a "no footing" foundation system for this site with voids probably necessary to maintain the minimum design pressures, as well as to aid in balancing the structures.

Foundations designed to penetrate through the veneer of low density fill on the site may be proportioned on the basis of a maximum allowable bearing capacity

of 9000 psf. minimum design pressure of 1700 psf should be maintained at all times.

As shown on the attached Test Boring Location Diagram, no structures are planned for the fill areas at this time. Therefore, it would appear that while the fill will not pose a problem to the actual structures on the site, problems associated with roadway stability may be encountered. We would recommend removing the low density fill beneath the roadway and parking areas of the site and compacting it to help insure roadway performance and stability.

Due to the expansive nature of the foundation soils encountered on this site, it must be recommended that the foundation system for the proposed structures be well balanced in order to lower the possibility of differential movement. The foundation system should be proportioned such that the total pressure on the soil is approximately the same throughout the structure. This can be accomplished by placing narrow footings beneath very light walls and wider footings beneath very heavily loaded walls. The judicious use of voids beneath very light walls will help meet the balancing criteria set forth herein as well as to maintain the minimum design pressures dictated by the expansive properties of the clays. If the building is to be multi-story or contain a basement, we would recommend balancing on the criterion of dead load plus about one-half the live load. If the structure is to be single-story without a basement, then balancing could be accomplished on the basis of dead load only. Using whichever criteria is applicable, the



foundation system should be proportioned such that pressures beneath all bearing walls are balanced to within about  $\pm 500$  psf at all points. Isolated interior column pads should be designed for pressures of approximately 200 psf more than the average selected for the bearing walls.

In order to make the structure somewhat more rigid and to spread the loads more evenly around the building, it is recommended that all stem walls of the structure be designed as grade beams capable of spanning at least 10 feet. Horizontal reinforcing should be placed continuously around the structure with no gaps or breaks in the reinforcing steel unless they are specially designed. Beams should be reinforced at both top and bottom, with the majority of the reinforcement being placed near the top of the grade beam.

Where building floor slabs are to be used, they may be placed directly on grade or over a compacted gravel blanket of 4 to 6 inches in thickness. If this gravel bed is chosen, it must be provided with a free drainage outlet to the surface and must not be allowed to trap water beneath the floor slab.

All floor slabs on grade must be constructed to act independently of the interior columns and all bearing walls. In addition, concrete floor slabs on grade should be placed in sections no greater than 25 feet on a side. Deep construction or contraction joints could be placed at these lines to facilitate even breakage. This will help reduce any unsightly

cracking which could result from expansion of the foundation clays.

Any interior non-load bearing partitions which will be constructed to rest on the floor slab should be built with a space of at least 1-1/2 inches at either the top or bottom of the wall (preferably at the bottom of the wall). This space will allow for future expansion of the subgrade soils and will prevent damage to the wall and roof above which could be caused by this movement.

Adequate drainage must be provided in the foundation area both during and after construction to prevent the ponding of water. The ground surface around the building should be graded such that surface moisture is carried away from the building rapidly. The minimum gradient within 10 feet of the structure will depend upon the surface landscaping. Bare or paved areas should maintain a minimum gradient of 2%, while landscaped areas should have a minimum gradient of 5%. Roof drains must be carried across all backfilled areas and discharged well away from the structure. The overall drainage should be designed such that the runoff from one building does not move into the area immediately adjacent another structure.

To give the building extra lateral stability and to aid in the rapidity of runoff, all backfill around the buildings and in utility trenches leading to the structures should be compacted to at least 90% of its maximum Proctor dry density. Compaction should be carried out at approximately the Proctor optimum moisture content, plus or minus 2%.

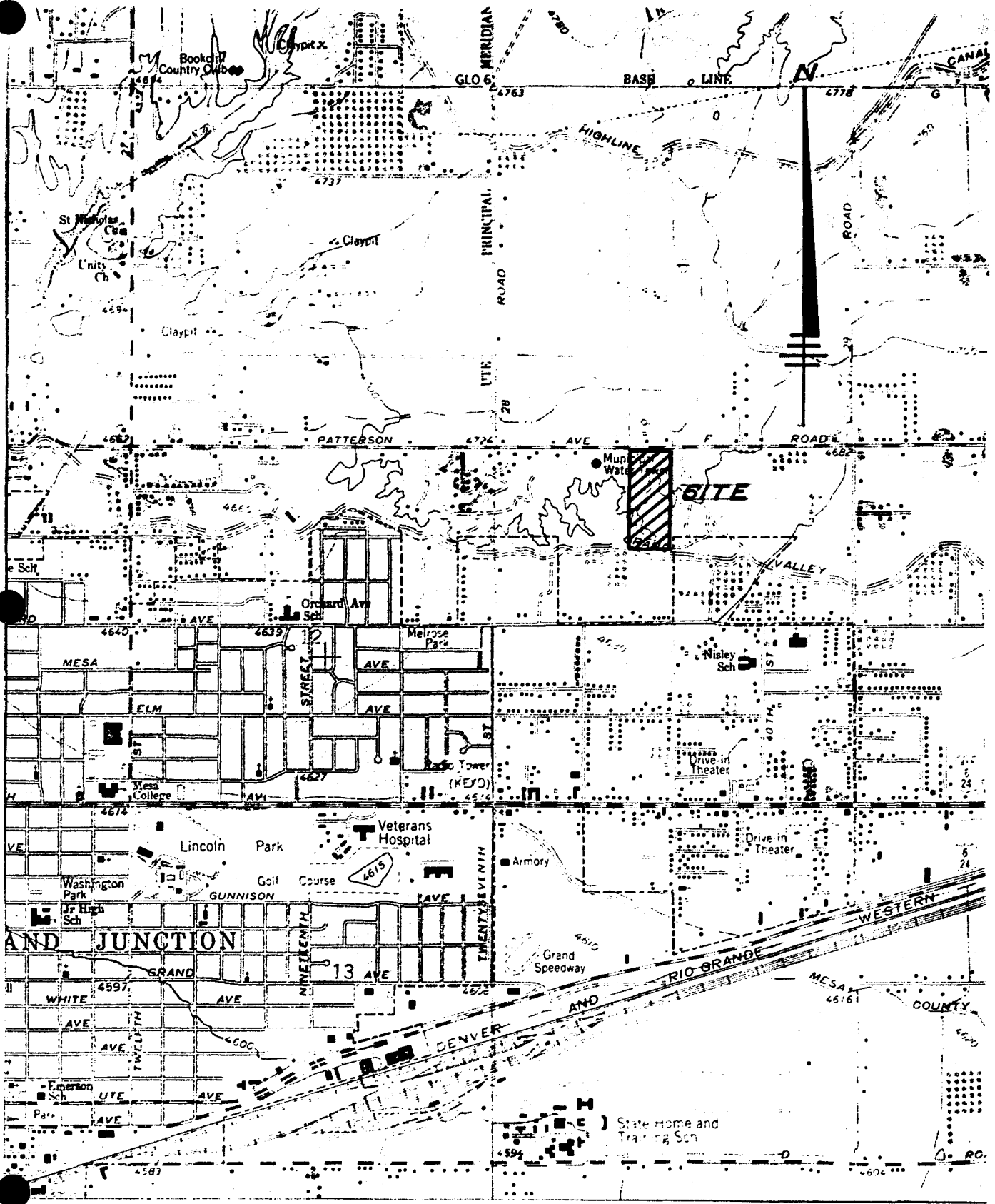
Backfill must be compacted to the required density by mechanical means. No water flooding techniques of any type should be used in the placement of fill on this site.

If proper surface drainage cannot be maintained, then we would recommend constructing a peripheral drain around the exterior of the units. Such a drain should consist of a discharge pipe, gravel collector and sand filter. Drywells should not be used anywhere across the subdivision. If a gravity discharge is not available, then we would recommend using a sealed sump and pump arrangement.

The open footing excavation must be inspected prior to the placing of forms and pouring of concrete to establish that proper design bearing material has been reached and that no debris, soft spots, or areas of unusually low density are located within the foundation region.

A Type II Cement is recommended for use in all concrete which will be in contact with the foundation soils. Under no circumstances should calcium chloride ever be added to a Type II Cement. In the event that a Type II Cement is difficult to obtain, a Type I Cement may be substituted but only if it is protected from the soil by an impermeable membrane.

It is believed that all pertinent points concerning the subsurface soils on this site have been covered in this report. If questions arise or further information is required, please feel free to contact the Laboratory.

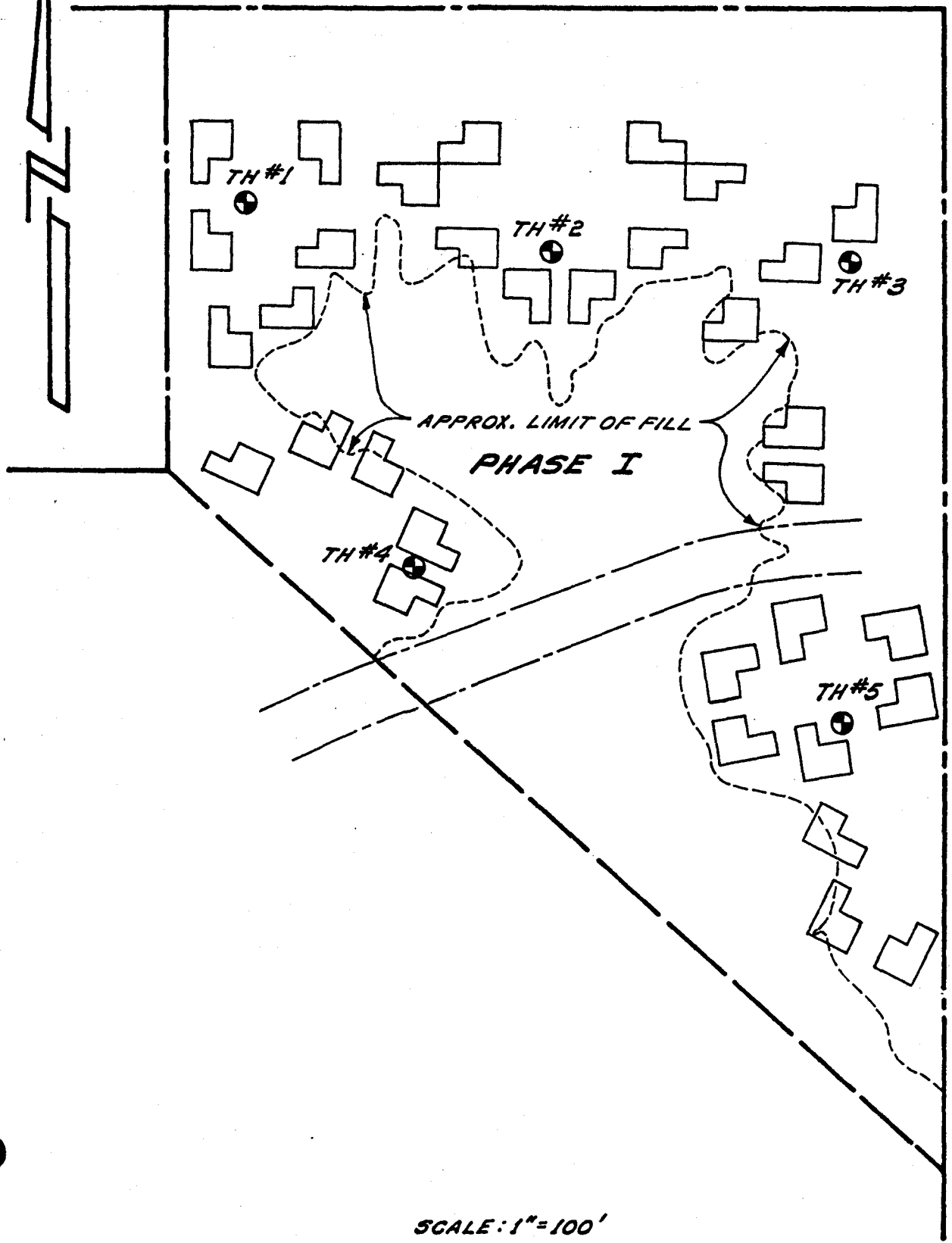


SCALE: 1" = 2000'

GENERAL SITE LOCATION DIAGRAM  
 THE FALLS SUBDIVISION  
 GRAND JUNCTION, COLO.

THE LINCOLN-DEVORE TESTING LABORATORY  
 COLORADO: Colorado Springs, Pueblo, Glenwood Springs, Montrose, Gunnison. WYOMING: Rock Springs

F ROAD (PATTERSON RD.)



SCALE: 1" = 100'

TEST BORING LOCATION DIAGRAM  
THE FALLS SUBDIVISION  
GRAND JUNCTION, COLO

THE LINCOLN-DEVORE TESTING LABORATORY  
COLORADO: Colorado Springs, Pueblo, Glenwood WYOMING: Rock Springs

**SOILS DESCRIPTIONS:**

SYMBOL	USCS	DESCRIPTION
		Topsoil
		Man-made Fill
	GW	Well-graded Gravel
	GP	Poorly-graded Gravel
	GM	Silty Gravel
	GC	Clayey Gravel
	SW	Well-graded Sand
	SP	Poorly-graded Sand
	SM	Silty Sand
	SC	Clayey Sand
	ML	Low-plasticity Silt
	CL	Low-plasticity Clay
	OL	Low-plasticity Organic Silt and Clay
	MH	High-plasticity Silt
	CH	High-plasticity Clay
	OH	High-plasticity Organic Clay
	Pt	Peat
	GW/GM	Well-graded Gravel, Silty
	GW/GC	Well-graded Gravel, Clayey
	GP/GM	Poorly-graded Gravel, Silty
	GP/GC	Poorly-graded Gravel, Clayey
	GM/GC	Silty Gravel, Clayey
	GC/GM	Clayey Gravel, Silty
	SW/SM	Well-graded Sand, Silty
	SW/SC	Well-graded Sand, Clayey
	SP/SM	Poorly-graded Sand, Silty
	SP/SC	Poorly-graded Sand, Clayey
	SM/SC	Silty Sand, Clayey
	SC/SM	Clayey Sand, Silty
	CL/ML	Silty Clay

**ROCK DESCRIPTIONS:**

SYMBOL	DESCRIPTION
<b>SEDIMENTARY ROCKS</b>	
	CONGLOMERATE
	SANDSTONE
	SILTSTONE
	SHALE
	CLAYSTONE
	COAL
	LIMESTONE
	DOLOMITE
	MARLSTONE
	GYPSUM
	Other Sedimentary Rocks
<b>IGNEOUS ROCKS</b>	
	GRANITIC ROCKS
	DIORITIC ROCKS
	GABBRO
	RHYOLITE
	ANDESITE
	BASALT
	TUFF & ASH FLOWS
	BRECCIA & Other Volcanics
	Other Igneous Rocks
<b>METAMORPHIC ROCKS</b>	
	GNEISS
	SCHIST
	PHYLLITE
	SLATE
	METAQUARTZITE
	MARBLE
	HORNFELS
	SERPENTINE
	Other Metamorphic Rocks

**SYMBOLS & NOTES:**

SYMBOL	DESCRIPTION
	9/12 Standard penetration drive Numbers indicate 9 blows to drive the spoon 12" into ground.
	ST 2-1/2" Shelby thin wall sample
	W <sub>0</sub> Natural Moisture Content
	W <sub>x</sub> Weathered Material
	Free water table
	γ <sup>o</sup> Natural dry density
	T.B. - Disturbed Bulk Sample
	Soil type related to samples in report
	15' W <sub>x</sub> Form. Top of formation
	Test Boring Location
	Test Pit Location
	Seismic or Resistivity Station. Lineation indicates approx. length & orientation of spread (S = Seismic, R = Resistivity)

Standard Penetration Drives are made by driving a standard 1.4" split spoon sampler into the ground by dropping a 140 lb. weight 30". ASTM test des. D-1586.

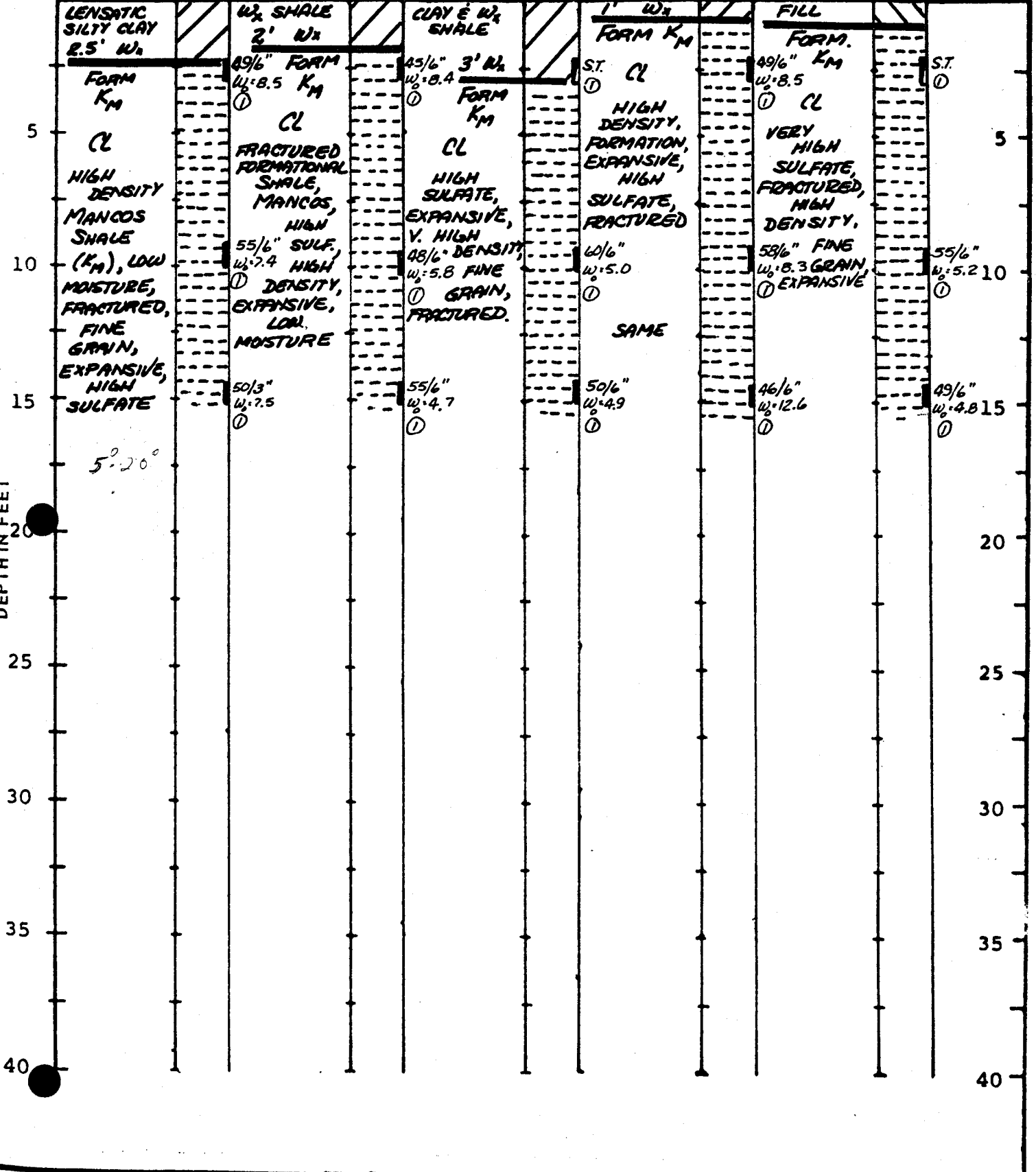
Samples may be bulk, standard split spoon (both disturbed) or 2-1/2" I.D. thin wall ("undisturbed") Shelby tube samples. See log for type.

The boring logs show subsurface conditions at the dates and locations shown, and it is not warranted that they are representative of subsurface conditions at other locations and times.

LINCOLN DEVORE TESTING LABORATORY  
 COLORADO: Colorado Springs, Pueblo, Glenwood Springs, Montrose, Gunnison, Grand Junction. - WYO. - Rock Springs

**EXPLANATION OF BOREHOLE LOGS AND LOCATION DIAGRAMS**

Test Hole No. \_\_\_\_\_  
 Top Elevation \_\_\_\_\_



PRELIMINARY DEVELOPMENT PLAN  
and  
ZONE CHANGE REQUEST  
for  
THE FIRST ADDITION TO THE FALLS SUBDIVISION

General:

The enclosed maps and statements are provided as a requirement of the City of Grand Junction Planned Development Regulations. This information is intended to provide the Planning Commission with sufficient background data to assess the preliminary development plan for The First Addition to the Falls Subdivision.

Character of Site:

The site of the proposed development contains 2.2 acres and is located in the City of Grand Junction, 420 feet east of 28 $\frac{1}{4}$  Road and south of Patterson Road. The northerly portions of the site are essentially flat, sloping toward F Road, while the southerly portions of the site have a 30' depression sloping toward the southwest. The site is presently occupied by a single family residence which is intended to be removed upon approval of the final development plan. The subject site is presently zoned R-1-A. The First Addition to The Falls Subdivision site is bordered by The Falls Filings No. 1 & 2, presently zoned PD-8, which lies along the east and south boundaries. The City of Grand Junction water storage tank adjoins the site immediately to the west. Property adjoining the site north of F Road is located in Mesa County and is zoned AFT - Agricultural/Forestry/Transitional. Other uses in the area include the Planned Development Business zone at the Landing Heights Nursing Home, approximately 420 feet west of the subject site. An additional PD-8 zone is located about  $\frac{1}{4}$  mile west of the site along Patterson Road. A planned shopping center is located at the SW Corner of 29 & F Roads about  $\frac{3}{4}$  mile west of The First Addition to The Falls Subdivision.



Continued business and residential growth in Grand Junction has given rise to an increasing demand for residential condominium housing. The availability of condominiums is limited at this time.

In November of 1979, the Colorado West Council of Governments updated populations estimates. Those projections were based on the most recent information provided by various energy companies. These updated projections are indicated in the following chart.

Population Projections  
Source: Colorado West Council of Governments

Year		Mesa County	Grand Junction	Fruita
1981	high	88,615	33,954	3,707
	low	84,934	32,275	2,973
1983	high	98,067	37,824	4,329
	low	92,969	35,328	3,254
1985	high	108,350	42,089	5,051
	low	101,004	38,382	3,535
1990	high	128,558	49,655	5,760
	low	121,092	46,015	4,238
2000	high	169,683	65,195	7,225
	low	161,266	61,281	5,644

Low projections are based on growth trends that occurred in the 60's and 70's without major energy impact. The high projections are estimated on full energy production as promoted by recent action of the Federal Government.

The First Addition to The Falls Subdivision consists of an 18 unit solar heated condominium and club house, recreation building for use by residents of The Falls and their guests. The club house and recreation building will house saunas, weight rooms, courts and a pool. Both the condominiums and the recreation building will be solar heated.

Two covered parking spaces are provided for each living unit. Additionally, 33 parking spaces are provided for in conjunction with the recreation building.

The multi leveled condominiums and recreation building will utilize a convective loop system, enclosing an insulated conventional building in a second building. The air circulates in the space between the buildings and the dirt beneath the buildings is insulated to twice the depth of the frost line and is used for heat storage.

The hot air is then pumped three feet into the ground through perforated ducts. The heat is released from the dirt more slowly than from rock, but its chief advantage is that it provides natural humidity control. All construction will be done with conventional construction materials, without the added expense of solar hardware.

The First Addition to the Falls is designed in contemporary style and the solar features do not dominate.

Building plans provide a natural environment for occupants with a landscaped courtyard entry including a contemporary style solarium/atrium.

Vehicular access to the site is gained by one driveway on Patterson Road, presently classified as a major arterial. 28 $\frac{1}{2}$  Road, located 420 feet west of the site, serves as a collector road connecting Patterson Road to North Avenue. Lot intensity lighting will be provided for lighting of the parking area and the entrances to the buildings.

Connecting pedestrian walkways are provided to the existing and planned units in The Falls, lying immediately to the south and east of the subject site.

Sewer, water, electric and gas lines are presently installed adjacent to the site within Patterson Road. It is anticipated that the City of Grand Junction will supply sanitary sewer treatment utilizing Central Grand Valley Sanitation District mains, while the Ute Water Conservancy District will provide the necessary water supply for domestic and fire protection use.

Land Ownership:

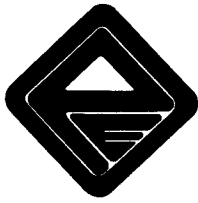
The land within the site for The First Addition to The Falls Subdivision is presently owned by Fred I. and Lois P. Ferrari of Grand Junction. The site is being purchased under contract by the developer, Robert Rewinkle, also of Grand Junction.

Development Schedule:

It is anticipated that the development of the property will begin immediately after approval of the final development plan. The rate of development is dependant on the rate of the community's growth and needs.

Land Use Summary:

Area in building footprint	0.7 acres	31.8%
Area in road right of way	0.3 acres	13.6%
Area in parking & private drives	0.5 acres	22.8%
Area in open space	<u>0.7 acres</u>	<u>31.8%</u>
<b>TOTAL</b>	<b>2.2 acres</b>	<b>100%</b>



# PARAGON ENGINEERING, INC.

2784 Crossroads Blvd., Suite 104  
Grand Junction, Colorado 81501 (303) 243-8966

June 30, 1981

Grand Junction Development Dept.  
559 White Rm. 60  
Grand Junction, CO. 81501

Dear Staff:

Attached is the final development plan submittal for Cascade Condominiums and Health Club.

In response to the preliminary plan review, note the following:

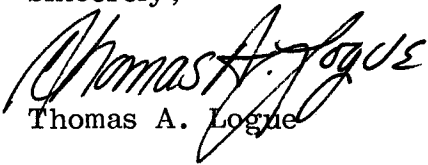
1. New name - formerly First Addition to the Falls.
2. Detailed utility and drainage plan is shown on Sheet No. 2 of the final development plan.
3. The final development plan indicates two way traffic movements. Upon further consideration of staff comments, the petitioner feels that the submitted plan functions at a higher level as opposed to one way directional traffic movement that was suggested by the planning staff. A divided entrance feature has been provided at the entrance to the site.
4. The plan has been redesigned for end parking areas near the condo units.
5. All sight distances will be maintained in a parking and drive area. Only low level landscaping will be utilized in adjoining planters.
6. The final development plan indicates location of pedestrian walk to cluster homes and southeast portion of Filing No. One.
7. Lighting and sign details are shown on sheet no one of the development plan.
8. All parking and drive areas have been dimensioned on sheet one of the development plan.
9. Trash pickup area and bike parking is indicated on sheet no. one.
10. Crosswalks are shown on sheet no. one.
11. In response to ownership and maintenance of Cascade Condos and Healt Club, consider the following:

Grand Junction Development Dept.  
June 30, 1981  
Page 2 of 2

A corporate homeowners association will be formed to insure the ongoing maintenance of all buildings and open areas. Ownership, maintenance and operation of the Health Club building will be by a private entity. This private entity will participate in the Cascade Condo homeowners association in the maintenance of all landscaping, parking and drive areas.

Should you have any questions regarding the final development plan for Cascade Condos and Health Club, feel free to contact our office.

Sincerely,

  
Thomas A. Logue

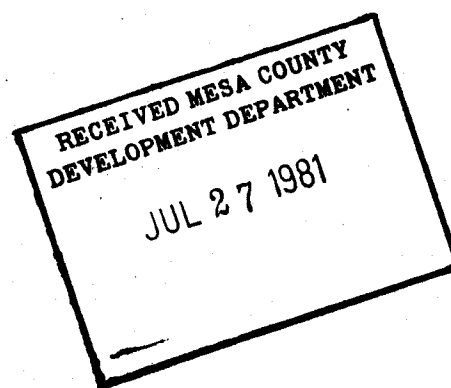
TAL/kk

encl.

RESPONSE TO REVIEW COMMENTS

File No. 21-81  
Activity: Cascade Condominiums & Health Club  
Phase: Final Development Plan  
Location: SW of Patterson Road & Grand Cascade Dr.

AGENCY	RESPONSE
City Fire	Will provide additional hydrant as requested
Transportation Engineer	Made no comment
City Police	Comments were informational in nature
Ute Water	Comment will be incorporated in the final construction plans for Ute Water
Staff Comments:	<ol style="list-style-type: none"><li>1. Petitioner will comply</li><li>2. Petitioner will provide one way loop with angle parking.</li><li>3. Trash pick up will serve both the condo's and health club. Area requirements provided by Bill Reeves.</li><li>4. Low profile plantings will be included at all intersections</li><li>5. Handicap parking will be dimensioned and over sized.</li><li>6. Phase I will include the 18 unit condos. Health Club will be included in Phase II.</li><li>7. See comment 2. above.</li></ol>
Mountain Bell	Found easements to be adequate.



# 21-81

UTE WATER CONSERVANCY DISTRICT

POST OFFICE BOX 460  
GRAND JUNCTION, COLORADO 81502

560-25 ROAD

TELEPHONE 242-7491

August 3, 1981

Katy McIntyre  
Paragon Engineering, Inc.  
2784 Crossroads Blvd., Suite 104  
Grand Junction, Colorado 81501

*city?  
all + Bob*

RECEIVED MESA COUNTY  
DEVELOPMENT DEPARTMENT  
  
AUG 06 1981

Re: Fire Flows to Cascade Condominiums

Dear Katy:

This project site is a relatively flat area with a ground elevation of 4740'. The Ute Water system has a pressure reducing station at 29 & F Roads whose elevation is 4678' and has a mainline pressure of 115 psi.

115 psi  $\times$  .433 + 4678 = 4944' Gradient Elevation. The actual elevation of the connection point for the fire line to Ute's 18" main in Patterson Road, assuming 48" of cover, is 4734'. Gradient Elevation 4944' - 4734'  $\times$  .433 = 91 psi @ the connection. Project water line installations, if installed as suggested, would amount to something less than 600'.

Using a Model #3 Mear's Water Flow Calculator, and assuming 600' of 6" AC pipe with a 70 psi drop (90 psi at connection - 20 psi residual requirement), the gpm flow would be 1450. 600' of 8" AC pipe with a 70 psi drop would deliver 3000 gpm @ 20 psi residual.

Using the Hazen Williams equation, 600' of 6" AC pipe would deliver 1950 gpm @ 20 psi, & 600' of 8" AC pipe would deliver 4150 gpm @ 20 psi.

Given these conditions and using these figures, I would think that an 8" dead end system could meet the fire flow requirements of the project. Moreover, the only practical way to create a looped system, which would require additional footage and expense, is through an easement to The Falls development. You know what the Ute attitude is about unnecessary easements.

Please call with any questions you may have.

Sincerely,

*Charlie*

C. E. Stockton  
Extension Coordinator

CES/pms

cc: Wes Painter

*Copy to Planning Dept  
KRM*



## 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:

	Residential		Commercial	
	<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 buildout, and the likelihood of the project itself. Any project discussed without the Owner/Petitioner or representative present at the special hearing will be automatically recommended for reversion.

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

Enclosed is your project violation of the Grand Junction Zoning and Development 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 at 244-1628.

Thank you.

BG/tt

Enclosures

This is to inform you that your project File # 21-81

Project Name Cascade Condos & Health Club

approved on 4/15/81 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. 7-5-7  
(Prel. & Final  
Plan)

Enforcement of the Development Schedule and Procedures for Reversion. If the owner or owners of property in the PD have failed to meet a mutually-approved development schedule, failed to submit a preliminary or final plan within the agreed-upon period of time, or failed to obtain an extension, the Planning Commission may initiate action to withdraw approval of the Planned Development. This action shall consist of a formal recommendation for reversion to the prior zone, to be deliberated at a public meeting for which the property was signed and abutting property owners notified. This public meeting shall not be an advertised public hearing. The Commission's recommendation shall then be forwarded to the Governing Body. After holding an advertised public hearing, the Governing Body may extend the limits of the development schedule or withdraw the Planned Zone designation; in which case the land will revert to its previous zoning.

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.





Ute Water  
Continued

The developer will install 8" Class 150 AC pipe from the connection point easterly within the 10' dedicated utility easement on the South side of the new sidewalk to a point intersecting the approximate North South line of the east side of the ingress egress utility easement which belts the clubhouse; then South along the east edge of the beltway and east along the north edge of the beltway to the service point for the proposed fire hydrant. This configuration would also easily lend itself to the additional fire hydrant requested by the Fire Department, at the N.W. corner area of the project site.

A single domestic water meter for the 18 condominium units will be allowed providing the conditions of the attached document are met. The location of this meter could be as indicated on the utility composit or in the corresponding location on the west side of the development. Service to the clubhouse from an existing tap is conditional on its present 3/4" size being sufficient to meet demands. A Peak Demand-Data Sheet will be required for this building prior to any water services to it. An approved back-flow prevention device is also a requirement for service to the clubhouse.

The developer desires to use domestic water for irrigation. The Ute District does not encourage such use but has no current restrictions. All water for domestic use as well as any for irrigation will be metered. Also, if domestic water is to be used for irrigation in ANY manner other than through ordinary hose bibs and garden hoses, this office requires that detailed construction drawings of the irrigation system be submitted for review and approval, prior to installation of same.

Irrigation water does exist on this development site between the Patterson Road curbing and the detached sidewalk in the N.W. corner, but is not shown on the utility composit.

No current Ute Water Extension or Expansion contracts are applicable for this project. Current connection fees + \$1300.00 (8" x 8"), Current development fee = \$34,560.00. (18 units times SF tap fee of \$2400.00 times 80%).

Costs of installations from the connection point to and through the development, including necessary Back-flow preventer(s) in a pit(s), and any expenses by the District for upgrading the existing meter for clubhouse use, will be born by the developer. Installations of water systems will meet Ute Water specifications.

Policies and fees in effect at the time of application will apply.

7/13/81

City Engineer

Entrance from Patterson Rd. must be as per City Std. ST-1 to the back of walk and not as their plan shows. The curbs and asphalt fill-in will not be permitted. I also recommend the entrance be flared as shown on City Std. ST-1. Installation of the driveway entrance and removal of the existing one must be by the petitioner and will require a driveway permit from the City Engineer. Who will be responsible for that 8 inch sewer main across the south edge of the property? As previously stated in review comments for The Falls - Filing #2, I suspect the sewer manhole at the southeast corner of this property is not in an easement so as to allow access by the City.

7/13/81

City Utilities

Since the 8 inch sewer line shown is not accessible for maintenance by the city I assume that it is the private service line to the maintained by an association. I assume the association will guarantee payment of all monthly service charges.

*will be private sewer.*

**REVIEW SHEET SUMMARY**

FILE NO. 21-81 DUE DATE 7/13/81  
 ACTIVITY Cascade Condominiums & Health Club  
 PHASE Final Development Plan ACRES \_\_\_\_\_  
 LOCATION SW of Patterson Rd. & Grand Cascade Rd.  
 PETITIONER Robert Rewinkle  
 PETITIONER ADDRESS 534 31 1/2 Rd., Grand Junction, CO 81501  
 ENGINEER Paragon Engineering, Inc.

**OVERALL CONSIDERATIONS**

- OVERALL COMPATABILITY  
No problems
- CONSISTENCY  
No problems
- ADJACENT PROPERTY  
No problems
- CHANGE IN THE AREA  
No problems
- TRAFFIC IMPACT  
Ingress & egress needs to be resolved

*SEE COMMENTS BELOW!*

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
7/8/81	City Fire	One additional fire hydrant required, approximately northwest corner of recreation club house building. Plans show a dead end 8 inch. We propose that this be a looped 8 inch line. Site and construction plans be submitted to determine required fire flow.
7/9/81	Transportation Engineer	No comments.
7/13/81	City Police	Parking problems are not enforced on private roads unless a responsible party for the area wishes to initiate a complaint. The accident rate and moving violations are likely to increase with additional traffic on an already insufficient road. (Patterson/F Road).
7/13/81	Ute Water	No objections to the development. The Ute district will serve this project through an 8" connection to an existing 8" line on the South side of Patterson Road and approximately 100' West of the site. This existing line is the interconnect from the 18" Ute transmission line on the North side of Patterson Rd., to the Mantey Heights water tank. It has been used only once since the summer of 1969. The one or possibly two project fire hydrants would create no demand on the system unless, of course, being used for fire fighting. The maximum domestic demands of the project should not exceed 150 gallons per minute. This type of demand would not diminish the ability of the Ute system to meet the required flow to the Mantey Heights tank if requested in the future. Said connection point will eliminate the unnecessary expense to the developer and inconvenience to the public of interruption and restoration of the newly improved Patterson Road that a direct connection to the 18" line would require.

GENERAL INVESTIGATION  
 AND RESEARCH  
 DIVISION  
 JULY 1981

REVIEW SHEET SUMMARY

FILE# 21-81

ITEM First Addition to the Falls Subdivision DATE SENT TO REVIEW DEPT. \_\_\_\_\_

Preliminary DATE DUE 3/16/81

PETITIONER Robert Rewinkle, 534 31 $\frac{1}{2}$  Rd., G.J. (Paragon Engineering)

LOCATION SW of Patterson Rd. & Grand Cascade Rd.

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
3/11/81	G.J. Drainage	Out of District.
3/12/81	Public Serv.	Public Service Co. may have objections to this application. Due to the volume of applications being received for review from both Mesa County and the City of Grand Junction, we will not be able to complete our review of this project by the deadline shown. Our detailed comments will be forwarded as soon as possible.
3/11/81	Mt. Bell	We will request a 10' utility easement as shown on enclosed plat.
3/11/81	Ute Water	No objections. Services will come from the 18" transmission in Patterson Road. File lines will have dector checks and dector check valves. Policies and fees in effect at the time of application will apply.
3/13/81	City Parks / Recreation	The south end of the proposed site elevation is not taken into consideration with the proposed building. Because of building design with condominium units, it appears that no consideration was given to the natural terrain. There is concern about the plant material listed being able to survive in the decomposed mancos shale due to high salinity. If proposed plant material is to be used it will be necessary to bring in suitable top soil.
3/16/81	G.J. Sewer	None.
3/17/81	G.J. Fire	We will need plans showing hydrants, sizes of lines, and proposed hydrants. We also need plans giving more information as to sizes and location of occupencies. Thank you.
3/19/81	Public Serv. Gas & Elect.	Electric: No objections to preliminary & zone change request. Developer to contact utilities for points of service at early planning date. THI 3/13/81. Gas: No objections to zone change request. Developer should contact PSCO for service location requirements on townhouses so necessary easements can be obtained. CB 3/18/81.
3/19/81	Transportation Engineer	No Comment.
3/19/81	City Engineer	Modifications to recently constructed F Road improvements including closing existing driveway(s) must be by the petitioner. No utilities are shown on this submittal. I want to see a utilities layout.



RESPONSE TO REVIEW SHEET COMMENTS

City File No: 21-81

Item: First Addition to the Falls Subdivision

Phase: Preliminary Development Plan

Petitioner: Robert Rewinkle  
(Paragon Engineering, Inc.)

Location: SW of Patterson Road and Grand  
Cascade Road

AGENCY

RESPONSE

Grand Junction Drainage:	Out of District
Mountain Bell:	Will provide 10' utility easement as requested with the final development plan and plat.
Ute Water:	Ute Water's comments were informational in nature.
City Parks/Recreation:	The petitioner takes exception to the City Park's comments. A considerable amount of consideration was given with the design of the proposed condominium units in order that they could conform with the natural terrain. The existing soil on the site will be re-worked as necessary to assure all vegetation and landscaping can be maintained.
Grand Junction Sewer:	Grand Junction Sewer had no comment.
Grand Junction Fire:	The preliminary development plan indicated the location and sizes of lines and proposed hydrants. Additional information will be provided with the final development plan as to the sizes and locations of the proposed uses.
Public Service Electric & Gas:	The developer will be contacting Public Service during the preparation of the final development plan in order that the appropriate easements can be provided for.
Transportation Engineer:	The Transportation Engineer made no comment.
City Engineer:	The petitioner will relocate existing driveway to be incorporated with this plan at his expense. A utilities composite will be provided with the final development plan.
Staff Comments:	<ol style="list-style-type: none"><li>1. A detailed drainage plan will be provided with the final development plan. This project is outside of the Grand Junction Drainage District.</li><li>2. The petitioner will work with Staff during the preparation of the final development plan in response to their comments regarding driveway width and one-way traffic movement.</li></ol>

RESPONSE TO REVIEW SHEET COMMENTS (continued)

City File No: 21-81

Item: First Addition to the Falls Subd.

Staff Comments (cont.)

3. Traffic will circulate to each unit at the rear as indicated in the building cross section. This point can be further clarified with the final development plan.
4. Appropriate site distance is practical; therefore three parking stalls need not be eliminated.
5. The petitioner will consider diagonal parking for the guest parking area with the preparation of the final development plan.
6. A landscape buffer occurs between the residential area and the private drive to the clubhouse. In addition to this, the area in question is the rear yard of the proposed residential area within the Falls. This is to be screened.
7. A pedestrian walkway will connect to the cluster homes. This connection can be shown with the final development plan.
8. Pedestrian access will be provided on the southeast portion of Filing #1 of the Falls with the submission of the final development plan.

