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File 1987-0020  
Date 6/6/02

Project Name: Edgewood Townhomes - Rezone RSF-8 to PR-17

**P** **S** A few items are denoted with an asterisk (\*), which means they are to be scanned for permanent record on the in some  
**r** **e** instances, not all entries designated to be scanned by the department are present in the file. There are also documents  
**e** **s** specific to certain files, not found on the standard list. For this reason, a checklist has been provided.  
**n** **e** Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick  
**d** **t** guide for the contents of each file.  
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.

X	X	<b>*Summary Sheet – Table of Contents</b>
X	X	<b>Review Sheet Summary</b>
X		Application form
		Review Sheets
		Receipts for fees paid for anything
		<b>*Submittal checklist</b>
		<b>*General project report</b>
		Reduced copy of final plans or drawings
X		Reduction of assessor's map
		Evidence of title, deeds
X	X	<b>*Mailing list to adjacent property owners</b>
		Public notice cards
		Record of certified mail
		Legal description
		Appraisal of raw land
		Reduction of any maps – final copy
X	X	<b>*Final reports for drainage and soils (geotechnical reports)</b>
		Other bound or nonbound reports
		Traffic studies
		Individual review comments from agencies
		<b>*Consolidated review comments list</b>
X	X	<b>*Petitioner's response to comments</b>
		<b>*Staff Reports</b>
		<b>*Planning Commission staff report and exhibits</b>
		<b>*City Council staff report and exhibits</b>
		<b>*Summary sheet of final conditions</b>
		<b>*Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date)</b>

## DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:

X	X	Action Sheet	X	X	Letter from John Combs to Planning re: requesting extension – 3/7/84
X		Review Sheet Summary	X		Memo from Planning to All Owners re: hearing concerning development schedule on 3/20/84 -2/13/84
X		Review Sheets			
X	X	Public Notice Posting – 3/17/82, 6/15/82	X	X	Letter from Janet Stephens to John Combs re: beginning reversion action-11/21/82
X		Development Application – 2/25/82,5/20/82	X	X	Letter from John Combs to Janet Stephens re: request to extend the development time for another year – 11/16/83
X	X	Planning Commission Minutes - ** - 3/30/82, 6/29/82	X		Subdivision Summary From –5/28/82
X	X	Letter from Ron Rish to Jeff Smith, CO West Eng. re: detailed construction plan comments-12/22/82	X	X	Improvements Agreement - ** - (to be scanned by City Clerk)
X	X	Memo from Planning to all Review Agencies – 6/4/82	X	X	Subsurface Soils Investigation
X	X	Guarantee of Improvements – 2/6/82	X	X	Development Schedule
X	X	Irrigation Commitment Letter – 3/1/82	X	X	Ordinance No. 2049 - **
X	X	By-laws of Edgewood Townhomes, Inc.	X	X	Letter from Elizabeth Harris to Planning re: trash pickup –3/29/82
X		Request for Treasurer's Certificate of Taxes Due	X	X	Impact Statement
X	X	Letter from Kirk Lyons to Paul Smith re: geological constraints – 3/1/82	X		Gamma Radiation Survey – 3/1/82
X		Policy of Title Insurance issued by First American Title Ins. Co.			Request for Treasurer's Certificate of Taxes Due



## IMPACT STATEMENT

### Edgewood Townhomes

The subject property is located on the west side of 15th Street, just south of the Grand Valley Canal.

This 0.59 acre piece of property is presently zoned RSF 8. The adjacent south property is also zoned RSF 8, with four single-family attached houses. Farther south there is some property zoned PR 22, with older, existing single family homes. Property immediately west is zoned PR 20 (4 plex buildings); property immediately east, across 15th Street is zoned RMF 16 (4 plex buildings).

The developers of the subject property are requesting a rezone to PR 17, allowing the construction of 10 multi-family units, resulting in a density of 16.95 units per acre.

The older existing homes in the neighborhood combined with the newer multi-family buildings shows a definite change in the character of the area. This section of the city zoning map also verifies the change, with zones ranging from RSF 8 to RMF 64.

The proposed units will provide single family attached townhomes. The price, as well as the market, for higher density housing locally should be sufficient demonstration of the need for this type of development.

Access to the property from the west would be via 12th Street and Walnut Avenue to 15th Street. Access from the south would be via Orchard Avenue and 15th Street. Both Walnut Avenue and 15th Street are 60 foot wide right-of-ways. Access is also available from the east, via 17th Street and Walnut Avenue; although that portion of 17th Street between Orchard and Walnut appears to be only a 40 foot right-of-way and that portion of Walnut Avenue between 15th and 17th Streets appears to be a 50 foot right-of-way. There is no access from the north, as the street presently dead

ends at the canal. We understand from the City Engineering Department that a bridge will eventually be installed and 15th Street improved clear to Patterson Road, but not until such time that local traffic warrants the expenditure.

The City Engineering Department (traffic engineer) indicates that they have no traffic studies for the area, no facts or figures, but in their general opinion, neither 12th Street (arterial) or Orchard Avenue (collector) is at or near capacity at this time.

This location, in such close proximity to major streets, is appropriate for such higher density developments.

The Mesa County Capacity Study shows an 8" sanitary sewer line in 15th Street, with a manhole less than 50 feet south of the property.

There is also a 6" waterline in 15th Street which appears to be adequately looped with other 6" lines throughout the general area.

Estimated sewage disposal and water use requirements are as follows:

Sewage Generated -

Average daily flow - 2,500 g.p.d.  
Peak hour flow - 300 g.p.h.

Water Use

Average daily use - 2,500 g.p.d.  
Peak hour use - 300 g.p.h.  
Fire flow - 3,750 g.p.m.  
(estimated flow, attached wood frame buildings.)

There are two fire hydrants near the site: one at Bookcliff Court and 15th Street, directly east of the site; another, approximately 300 feet south, at the corner of Cedar Street and 15th Street.

Because all utilities are existing at the property, service will be easily available. Because this is located in an established neighborhood the impact on water, sewer and other utilities, as well as fire and police services and roadways will be minimal.

This development, with 10 rental units, should ultimately contain approximately 25 - 30 people, including 8 - 10 school age children. This number of new residents should have a fairly insignificant impact on schools, parks and recreation facilities.

Schools effected will be Orchard Avenue Elementary, at Orchard Avenue and 19th Street, less than 1/2 mile away; East Junior High School, at Gunnison Avenue and 9th Street, approximately 1 1/2 miles away; Grand Junction High School, at 5th and Elm Streets, less than 2 miles away.

Parks and recreation facilities nearby include Columbine Park (approximately 1 mile east), Melrose Park (approximately 3/4 mile southeast), Lincoln Park (approximately 3/4 mile south), Spring Valley Park (approximately 1 mile northeast).

The site is within 1/2 mile of the business/commercial area at 12th Street and Orchard Avenue. Mesa College is approximately 1/2 mile southwest of the site.

This proposal is in accordance with existing goals and policies. The site is in an established neighborhood with existing utilities readily accessible and fire, police and garbage collection services already functioning. This higher density development is in keeping with the character and zoning of the general area as well as the immediate neighborhood. There is adequate access and traffic flow and it is most appropriate that developemts of this density are located close to arterial and collector streets, as well as in close proximity to shopping and service areas.

We are aware that, by separate request, other information may be required, such as "fiscal impacts (revenues from sales and use taxes) public infrastructure costs (capital improvements, operations and maintenance)"; "the average annual number of responses to this proposed development for both fire and police calls"; as well as "current capacities of water and sewage treatment and transmission facilities." Initial contact with some City sources of such information revealed the fact that some of this information is not known or is not readily available. We were also informed that City people were too busy to put this type of information together for us.

We therefore suggest that this information, when necessary, should more appropriately come from each individual agency at the time they review our request for rezone.

Mr. Dennis Granum  
823 "26" Road  
Grand Junction, CO 81501  
#2082

Mr. Roger Malan  
1502 Bookcliff Court  
Grand Junction, CO 81501  
#2082

Marion Williams  
2029 South Broadway Street  
Grand Junction, CO 81501  
#2082

Colorado West Engineering  
835 Colorado Avenue  
Grand Junction, CO 81501  
#2082

Mr. Paul Smith  
2579 "H 3/4" Road  
Grand Junction, CO 81501  
#2082

Mr. Tommy Combs  
1785 Broadway Street  
Fruita, Colorado 81521  
#2082

Elizabeth Harris  
407 Dressel Drive  
Grand Junction, CO 81501  
#2082

Mr. Ferrel Roper, Jr.  
806 Jamaica Drive  
Grand Junction, CO 81501  
#2082

L. B. Dowd  
639 $\frac{1}{2}$  Main Street  
Grand Junction, CO 81501  
#2082

Margaret Smith  
% M. T. Kikel  
1406 Cedar Avenue  
Grand Junction, CO 81501  
#2082

Mr. Larry Sumner  
1350 Cedar Street  
Grand Junction, CO 81501  
#2082

Mr. Victor Perino  
606 Viewpoint Drive  
Grand Junction, CO 81501  
#2082

Mr. Roger Malan  
214 West Kennedy Street  
Grand Junction, CO 81501  
#2082

Mr. Charles Buttolph  
602 Belford Street  
Grand Junction, CO 81501  
#2082

Mr. Gerald Hayes  
Post Office Box 967  
Rangely, Colorado 81648  
#2082

Mr. Walter Waymeyer  
% Wakefield Management CO  
Post Office Box 2206  
Grand Junction, CO 81501  
#2082

John T. Combs  
1783 Broadway  
Fruita, CO 81521  
#2082

Col. West. Eng.  
835 Colo. Ave.  
Cody 81501 #2082

EDGEWOOD TOWNHOMES  
DEVELOPMENT SCHEDULE

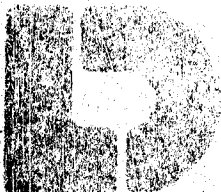
Construction of units and installation of utilities will begin October 1982.

All units will be completed, and all public and private improvements will be completed by October 1983.



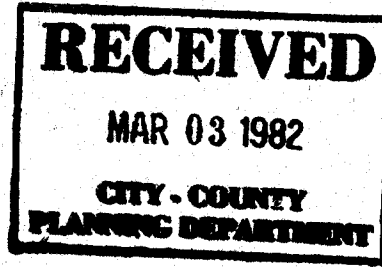
#20-82

City File



Lincoln DeVore

1441 Motor  
Grand Junction, Colo 81501  
(303) 242-8968



March 1, 1982

Paul Smith  
2579 H 3/4 Road  
Grand Junction, Colorado 81501

Re: File No. 43006 J  
Surficial Geology  
15th and Bookcliff  
Lot 19, Blk. 6, Lot 36  
Fairmont Subdivision  
Grand Junction, Colorado

Gentlemen:

At your request, personnel from this office have conducted a ground reconnaissance of the above referenced site in order to determine the general geological constraints relating to construction on the site. Following are our findings:

The tract is located in the Northeast 1/4, of the Northeast 1/4, of the Southwest 1/4, of the Northwest 1/4 of Section 12, T15S, R10W of the Ute Meridian.

The tract is located in the city of Grand Junction, in the Fairmont Subdivision and contains about 0.5 acres.

Topographically, the site slopes gently to the south with elevations running at about 4660 feet above sea level over the entire site, with a very slight rise in the topography towards the east.

Geologically, the site is underlain by the Mancos Shale, which is expected to be from 50 or 60 feet below the ground surface. Overlying the Mancos Shale is a slope wash deposit of silty clays intermixed with some fine-grained sands at various horizons. The depth to the Mancos Shale may vary, and should be verified by a subsurface investigation.

The surface soils are soft and ground water levels are expected to be high and will present some problems for construction on the tract. A subsurface investigation would provide the necessary soils profile for this tract.

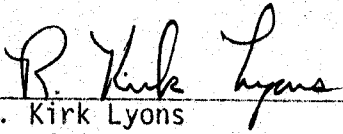
1 of 2

Paul Smith  
Surficial Geology  
15th & Bookcliff  
Fairmont Subdivision  
Grand Junction, Colorado  
March 1, 1982  
2 of 2

If any questions arise, or if we can be of further service, please do not hesitate to contact this office.

Respectfully submitted,  
LINCOLN-DeVORE TESTING LABORATORY, INC.

By:

  
\_\_\_\_\_  
R. Kirk Lyons  
Staff Geologist

RKL/tb

March 29, 1982

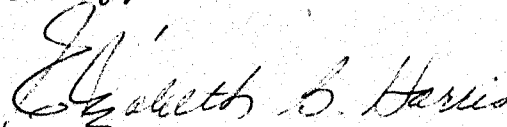
City-County Planning Department  
559 White Avenue, Room 60  
Grand Junction, Colorado 81501

RE: #20-82 Edgewood Townhomes  
(#445.3)

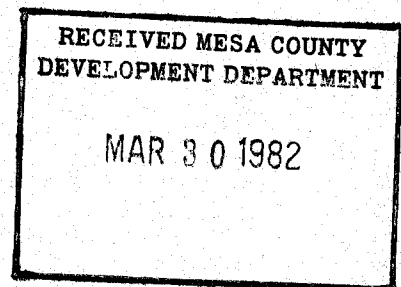
To Whom It May Concern;

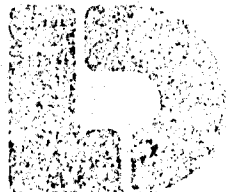
Tommy Combs, developer of the proposed Edgewood Townhomes, and I, owner of Harcroft Condominiums, have agreed to the common trash pickup and common access between the two developments, as shown on the Preliminary Plan for Edgewood Townhomes.

Sincerely,

by   
Elizabeth Harris  
407 Dressel Drive  
Grand Junction, Colorado

rjs





Lincoln DeVore

1441 Motor  
Grand Junction, Colo 81501  
(303) 242-8968

May 6, 1982

Tommy Combs  
1785 Broadway  
Grand Junction, CO 81501

Attention: Tommy Combs

Re: SUBSURFACE SOILS INVESTIGATION  
PROPOSED EDGEWOOD TOWNHOMES  
GRAND JUNCTION, COLORADO

Gentlemen:

Transmitted herein are the results of a Subsurface Soils Investigation and Foundation Recommendations for the proposed Edgewood Townhomes in Grand Junction, Colorado.

Respectfully submitted,

LINCOLN-DEVORE TESTING LABORATORY



By: *Gary M. Krziszak*  
Gary M. Krziszak, P.E.  
Grand Junction Office

Reviewed by: *Walter E. Vandenberg*

GMK/cr

LDTL Job No. 43521J

ABSTRACT:

The contents of this report are a subsurface soils investigation and foundation recommendations for the proposed Edgewood Townhomes in Grand Junction, Colorado.

Topographically, the site is nearly level, located on an alluvial plain of the Colorado River. The site is adjacent, at its north side, to the Grand Valley Irrigation Canal. Both surface and subsurface drainage are fair to poor.

The foundation soils encountered during drilling were noted to consist of low density silty clays. Man-made fill, believed to be backfill for an existing utility trench, was found at one location. Mancos Shale underlies the site at depths ranging from 13 to 27 feet. A shallow foundation system would be most appropriate for use on this site. Provided that they are located to bear in the 1 to 3 foot depth zone, shallow foundations designed on the basis of a maximum bearing capacity of 1000 psf would be appropriate. No minimum pressure will be required.

All foundations must be well balanced and heavily reinforced to minimize differential movement.

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

Adequate drainage must be provided at all times. Water must never be allowed to pond above the foundation soils.

A Type II Cement would be recommended in all concrete in contact with the soil on this site.

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

Lincoln-DeVore has been informed that the soils information developed in this report is to be used for foundation design and construction for two-story residential buildings. The information may or may not be valid for other purposes. If the proposed use is changed or types of construction proposed other than noted herein, the laboratory must be contacted to determine if the information in this report can be used for the new construction without further investigation being required.

GENERAL:

The purpose of this investigation was to determine the general suitability of the site for construction of the Edgewood Townhomes. The site is located west of Fifteenth Street and south of the Grand Valley Canal in Grand Junction, Colorado. Characteristics of the individual soils found within the test borings were examined for use in designing foundations on this site.

We understand the proposed structure will consist of a two-story, wood-framed building. No basement construction is planned. Crawl spaces are anticipated in most areas with shallow footings located at 2 to 3 feet below existing grade. For such structures, typical wall loads are on the order of  $\frac{1}{2}$  to  $1\frac{1}{2}$  kips per linear foot.

The topography of the site is nearly level. It is located on the alluvial plain of the Colorado River. The site has a general slope to the southwest, so that surface runoff will eventually reach the river. The exact direction of drainage will be controlled by local streets and ditches around the area of the structure, but in general, will be toward the southwest. Both surface and subsurface drainage range from fair to poor.

The foundation soils encountered on this site consisted predominantly of alluvial deposit. The deposits are placed by past flooding action from the Colorado River. Interbedded with the alluvial soils are some colluvial deposits carried down by slope wash activity from the Bookcliffs

to the north. These materials occur primarily as thin seams or layers within the predominant alluvial clays. These soils were deposited over bedrock of the Mancos Shale Formation.

The Mancos Shale can broadly be described as a thin-bedded, drab, light to dark gray marine shale, with thinly interbedded, fine grain sandstone and limestone layers. Some portions of the Mancos Shale are bentonitic, and therefore, are highly expansive. The majority of the shale, however, has only a moderate expansion potential. Formational shale was encountered in all of the test holes, at depths varying from 13 to 27 feet and trending deeper from west to east across the property. It is anticipated that this formational shale will not directly affect the construction and the performance of the foundations on the site.



BORINGS, LABORATORY TESTS, AND RESULTS:

Three test borings were drilled across the site and are located approximately as shown on the attached Test Boring Location Diagram. The test borings were placed in such a manner as to obtain a reasonably good profile of the subsurface soils. All test borings were drilled with a power-driven, continuous auger drill. Samples were taken with a standard split-spoon sampler, thin-walled (Shelby) tube samplers and by bulk methods.

The precise gradational and plasticity characteristics associated with the soils encountered during drilling can be found on the attached summary sheets. The representative number for each soil group is indicated in a small circle immediately below the sampling point on the Drilling Logs. The following discussion of the soil groups will be general in nature.

The soils profile found on this site can be broadly described as a three layer system. The upper 1 to 6 feet of the profile was found to be topsoil, with some man-made fill (utility trench backfill) at Test Hole No. 1. Beneath this surface layer, the soils were found to consist of low density, wet silty clays to depths ranging from 13 to 27 feet below which the formational Mancos Shale occurred.

Soil Type No. 1 classified as a clayey silty sand and gravel (SC) of fine to very coarse grain size. This material is a man-made fill believed to be backfill over an existing utility line. In the absence of detailed test

reports from utility construction, it would be recommended that this material not directly support foundations. Rather, a controlled structural fill should isolate the footings from this fill. Because its density appears to be comparable to or better than the adjacent native clays, it need not be entirely removed from below foundations. More detailed recommendations are shown in the final section of this report that provides our design and construction recommendations.

Soil Type No. 2 classified as a silty clay (CL) of fine grain size. Soil Type No. 2 is plastic, wet and of low density. These soils have a moderate tendency to expand upon the addition of moisture with swell pressures on the order of 1240 psf being considered typical. While this magnitude of expansion should not be sufficient to affect the heavy structural members of the building, it can cause some movement beneath light structural members and floor slabs on grade. At and below the expected foundation level, these soils are of much higher water content and lower density than used in the laboratory tests, and therefore, much less swell is actually expected than the laboratory test results seem to indicate. These soils will have a distinct tendency to long-term consolidation under applied foundation pressures. However, if the allowable bearing values given are not exceeded, we feel that differential movement would be tolerable. This soil group was found to have an allowable bearing value on the order of 1000 psf maximum. No minimum pressure will be required. These pressures

apply at the expected bearing levels of 2 to 3 feet below existing grade. Lower allowable pressures would be required for deeper footings.

Soil Type No. 3 classified as silty clay (CL) of fine grain size. Soil Type No. 3 is typical of the formational shale which underlies the site and serves as bedrock in the area. Soil Type No. 3 is plastic, of very low permeability and of high to very high density. The shales are expansive in nature with swell pressures on the order of 2585 psf being measured. Should drilled piers be used for the building, the expansive nature of the fine grained bedrock must be given consideration. Owing to its initial high density condition, these soils would have virtually no tendency to long-term consolidate. Because no deep foundations, or shallow-type foundations in deep excavations are planned, that would rest on or near this shale, exact bearing pressures will not be discussed in this report. If project planning is changed at a later date so that some foundations will be located on shale, appropriate recommendations can be provided. Soil Type No. 3 was found to contain sulfates in detrimental quantities.

No true free water surface was encountered in any of the test borings to the depths drilled. However, we found free water at 10 feet in a piezometer installed at Test Hole No. 3. This free water level was stable at 10 feet about 2 weeks after drilling. In addition, very wet conditions were encountered in all test borings. These conditions are believed to be the result of seepage from irrigation ditches and

from irrigation practices in the vicinity. Due to the high moisture conditions encountered, it is recommended that basement or half basement foundations not be used on this site, and that all floor slabs be constructed over a capillary break and vapor barrier.

CONCLUSIONS AND RECOMMENDATIONS:

Since the exact magnitude and nature of the foundation loads are not precisely known at the present time, the following recommendations must be somewhat general in nature. Any special loads or unusual design conditions should be reported to Lincoln-DeVore 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 continuous footings beneath all bearing walls and isolated spread footings beneath columns and other points of concentrated load, be used to transfer the weight of the proposed structure. Such a shallow foundation system may be designed on the basis of a maximum allowable bearing capacity of 1000 psf as an overall site average. No minimum pressure will be required.

It should be noted that the term "footings" as used above includes the wall on grade or "no footing" type of foundation system. On this particular site, the use of a more conventional footing, the use of a "no footing", or the use of voids will depend entirely upon the foundation loads exerted by the structure. We would anticipate the use of conventional spread footings to predominate on this site.

It is recommended that the above described shallow foundation system(s) be located to bear on the native silty clay within a depth range of 1 to 3 feet below

the existing ground surface at this site. A lower maximum bearing pressure must be used for footings located below this depth. Appropriate lower pressures must be recommended on the basis of specific bearing depth requirements at each location and, therefore, will not be made at this time.

Where foundation excavations encounter fills associated with existing utility trenches, we recommend that fill be removed at least 3 feet below the design footing bearing level. Such overexcavation should also extend at least 3 feet beyond the footing perimeter. The resulting excavation should be backfilled with suitable, granular fill placed in layers not over 9 inches in loose depth if heavy mechanical equipment is used. Where hand-held equipment is used for compaction, the maximum loose lift thickness should not exceed 6 inches. Fill should be compacted to at least 92 percent, but not over 96 percent, of its maximum Proctor dry density, ASTM D-698, in order to provide reasonably uniform bearing conditions that are consistent with adjacent native soil conditions.

We would like to point out that the planned 10 units shown on the site plan appear to be continuous in construction. In order to minimize detrimental effects as much as possible, we suggest that some reduction in the long "footprint" be made by breaking up the overall line of units into, in effect, several 2 unit buildings that are structurally independent of each other. Such planning would appear to be consistent with the sequential offsets in building lines in 2-unit steps.

Where a shallow foundation system is used, we would recommend that the contact stresses be balanced beneath the foundation components. Most buildings are invariably more heavily loaded on some walls and columns than on others. The amount of this variation may tend to be quite high. We would recommend that the size of the foundation component be varied in direct relationship to the actual load being carried, thus maintaining approximately the same pressure on the soil at all points. Using the criterion of dead load plus one-half the estimated live load, we would recommend that the contact stresses beneath the load bearing walls be balanced to within  $\pm 250$  psf at all points beneath the foundation wall. Isolated interior column pads should be designed for pressures of about 100 psf more than the average of the pressures beneath the load bearing walls.

To help ensure that the structure moves more or less as a single unit rather than in a differential manner, we would recommend that all stem walls be supported by a grade beam capable of spanning at least 12 feet. This grade beam would apply to both interior and exterior load bearing walls. Such a grade beam should be horizontally reinforced continuously around the structure with no gaps or breaks in reinforcing steel unless they are specially designed. Beams should be reinforced at both the top and the bottom with the major reinforcement being at the bottom. All interior bearing walls should rest on a grade beam and foundation system of their own and should not be allowed to rest on a thickened slab section or "shovel" footing.

The bottom of all foundation components should rest a minimum of 2 feet below finished grade or as required by the local building codes. Foundation components must not be placed on frozen soils.

All floor slabs on grade must be constructed to act independently of the other structural portions of the building. These floor slabs should contain deep construction or contraction joints to facilitate even breakage and to help minimize any unsightly cracking which could result from differential movement. Floor slabs on grade should be placed in sections no greater than 25 feet on a side. Prior to constructing slabs on grade, all existing topsoil and organics must be removed from the building interior. Likewise, all foundations must penetrate the topsoil layer.

Where floor slabs are used, they may be placed directly on grade or over a compacted gravel blanket of 4 to 6 inches in thickness. Under no circumstances should this gravel pad be allowed to act as a water trap beneath the floor slab. A vapor barrier is recommended beneath any and all floor slabs on grade which will lie below the finished exterior ground surface. All fill placed beneath the interior floor slabs must be compacted to at least 90% of its maximum Proctor dry density, ASTM D-698.

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 so that surface water will be carried



quickly away from the structure. The minimum gradient within 10 feet of the building will depend upon surface landscaping. Bare or paved areas should maintain a minimum gradient of 2%, while landscaped areas should maintain a minimum gradient of 5%. Roof drains must be carried across all backfilled areas and discharged well away from the structure.

If adequate surface drainage cannot be maintained or if any subsurface seepage is encountered during excavation for foundation construction, then a perimeter drain must be recommended for this building. This drain would consist of a perforated drain pipe, gravel collector and sand filter (or acceptable filter fabric layer). If sufficient topographic fall does not exist on the site to allow daylighting of the drain pipe, then a sealed sump and pump arrangement would be required to remove the collected moisture. Dry wells should not be used on this site.

The existing drainage in the area must either be maintained or improved. Water should be drained away from the structures as rapidly as possible and should not be allowed to stand or pond in the area of the buildings. The surface drainage across the entire property must be carefully controlled to prevent infiltration and saturation of the foundation soils. All backfill around the buildings should be compacted to a minimum of 90% of its maximum Proctor dry density, ASTM D-698. Roof drains must be carried across all backfilled regions and discharged well away from the structures.

The amount of structural fill transported to the site during construction, either for purposes

of site grading or to raise the interior floor slabs to their desired design elevation, should be kept to a minimum. The surcharge applied by the structural fill could consolidate the soft, fine grained soils previously described. Obviously, if the underlying soils consolidate as a result of this applied surcharge, some structural movement would follow.

Samples of the surficial native soils at this property that may be required to support pavements have been evaluated using the Hveem-Carmay method to determine their support characteristics. The results of the laboratory testing are as follows:

	R = 9
Expansion @ 300 psi =	9.50
Displacement @ 300 psi =	4.82

The high displacement indicates that this material will be unstable when wet unless it is confined. We would recommend that all subgrade fill, sub-base and aggregate base course materials be compacted to at least 90% of the maximum modified Proctor (ASTM D-1557) dry density specific to each material used. When sufficient information becomes available that will permit reasonable assumptions of the traffic volume and mix that are likely at this site, we would be pleased to further assist with the development of this project by preparing detailed pavement design recommendations, if you so desire.

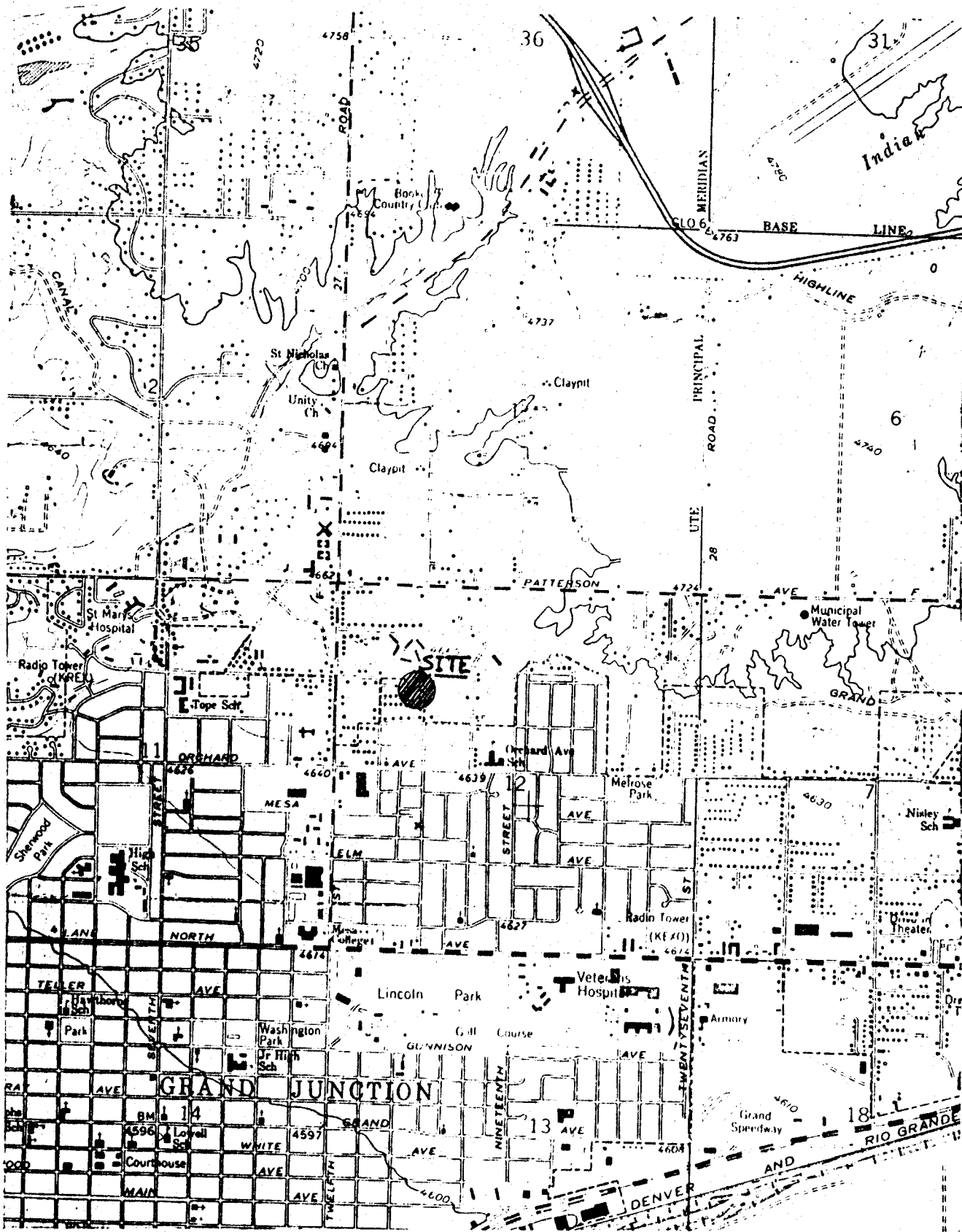
No major difficulties are anticipated in the course of excavating into the surficial site soils that consist of soft, wet clays. Because these alluvial soils can slough from deep vertical cuts, it is possible that some safety provisions such as the sloping or bracing of the sides of excava-

tions over 5 feet deep could be necessary. Any such safety provisions should conform to reasonable industry safety practices and applicable OSHA regulations.

The soils on this site were found to contain sulfates in detrimental quantities. Therefore, a Type II Cement would be recommended in all concrete in contact with the soil. Under no circumstances should calcium chloride ever be added to a Type II Cement. In the event that Type II Cement is difficult to obtain, a Type I Cement may be used, but only if it is protected from the soils by an impermeable membrane.

The open foundation excavation must be inspected prior to the placing of forms and pouring of concrete to establish that adequate design bearing materials have been reached and that no debris, soft spots or areas of unusually low density are located within the foundation region. All fill placed below the foundations must be fully controlled and tested to ensure that adequate densification has occurred.

It is believed that all pertinent points concerning the subsurface soils on this site have been covered in this report. If soil types and conditions other than those outlined herein are noted during construction on the site, these should be reported to Lincoln-DeVore so that changes in recommendations can be made, if necessary. If questions arise or further information is required, please feel free to contact Lincoln-DeVore at any time.



SCALE: 1"=2000'  
 LDTL No. 43521J  
 DATE: 5-5-82

GENERAL SITE LOCATION - EDGEWOOD  
TOWNHOMES - GRAND JUNCTION, COLO.

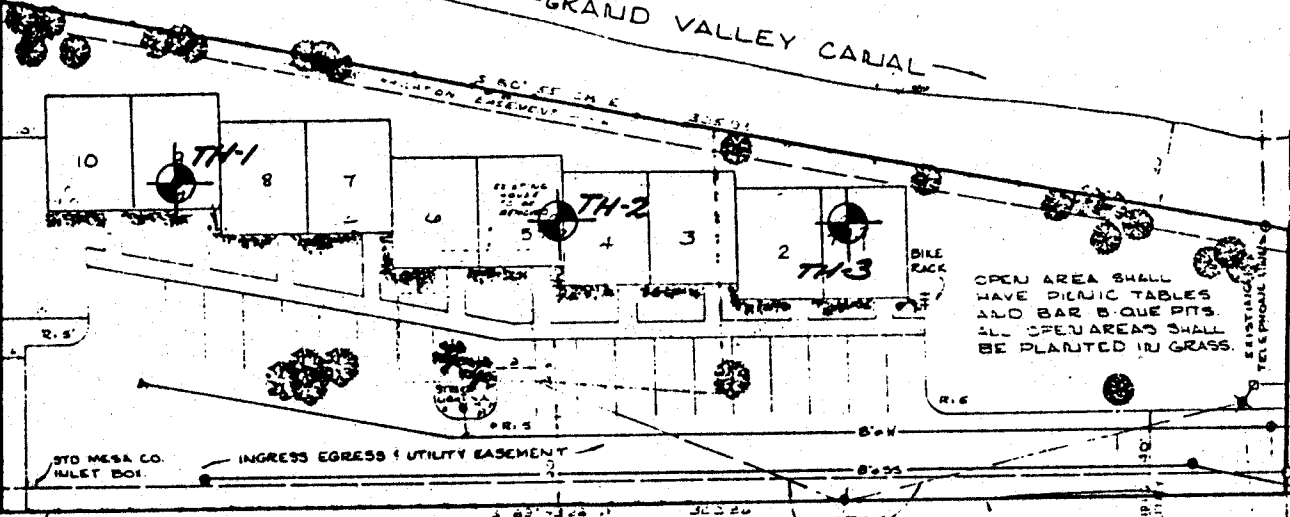
**LD** LINCOLN  
 DEVORE  
 ENGINEERS-  
 GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
 PUEBLO, GLENWOOD SPRINGS,  
 GRAND JUNCTION, MONTROSE,  
 WYOMING: ROCK SPRINGS

WELLINGTON GARDENS  
 (APPROX. 100' N. OF CANAL)  
 ASF - B

GRAND VALLEY CANAL

NORTH FIFTEENTH STREET (15' W) EXISTING WATERWAY



OPEN AREA SHALL HAVE PICNIC TABLES AND BAR B QUE PITS. ALL OPEN AREAS SHALL BE PLANTED IN GRASS.

1 PORTION OF FENCE TO BE REMOVED FOR JOINT DUMPSTER LOCATION.

EXISTING POWER LINE  
 EXISTING 20' PRIVATE DRIVEWAY - EDGE OF ASPHALT

EXISTING POWER LINE



LOT# No. 43521 J  
 DATE: 5-5-82

SOIL BORING LOCATIONS - EDGEWOOD TOWNHOMES - GRAND JUNCTION, COLO.

	<b>LINCOLN DEVORE</b> ENGINEERS & GEOLOGISTS	COLORADO: COLORADO SPRINGS, PUEBLO, GLENWOOD SPRINGS, GRAND JUNCTION, MONTROSE, WYOMING: ROCK SPRINGS
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**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
	PI	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
<u>SEDIMENTARY ROCKS</u>	
	CONGLOMERATE
	SANDSTONE
	SILTSTONE
	SHALE
	CLAYSTONE
	COAL
	LIMESTONE
	DOLOMITE
	MARLSTONE
	GYP SUM
	Other Sedimentary Rocks
<u>IGNEOUS ROCKS</u>	
	GRANITIC ROCKS
	DIORITIC ROCKS
	GABBRO
	RHYOLITE
	ANDESITE
	BASALT
	TUFF & ASH FLOWS
	BRECCIA & Other Volcanics
	Other Igneous Rocks
<u>METAMORPHIC ROCKS</u>	
	GNEISS
	SCHIST
	PHYLLITE
	SLATE
	METAQUARTZITE
	MARBLE
	HÖRNFELS
	SERPENTINE
	Other Metamorphic Rocks

**SYMBOLS & NOTES:**

SYMBOL	DESCRIPTION
	9/16 Standard penetration drive Numbers indicate 9 blows to drive the spoon 12" into ground.
	ST 2-1/2" Shelby thin wall sample
$W_0$	Natural Moisture Content
$W_x$	Weathered Material
	Free water table
$\gamma^0$	Natural dry density
T.B.	Disturbed Bulk Sample
②	Soil type related to samples in report
15' $W_x$ 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.

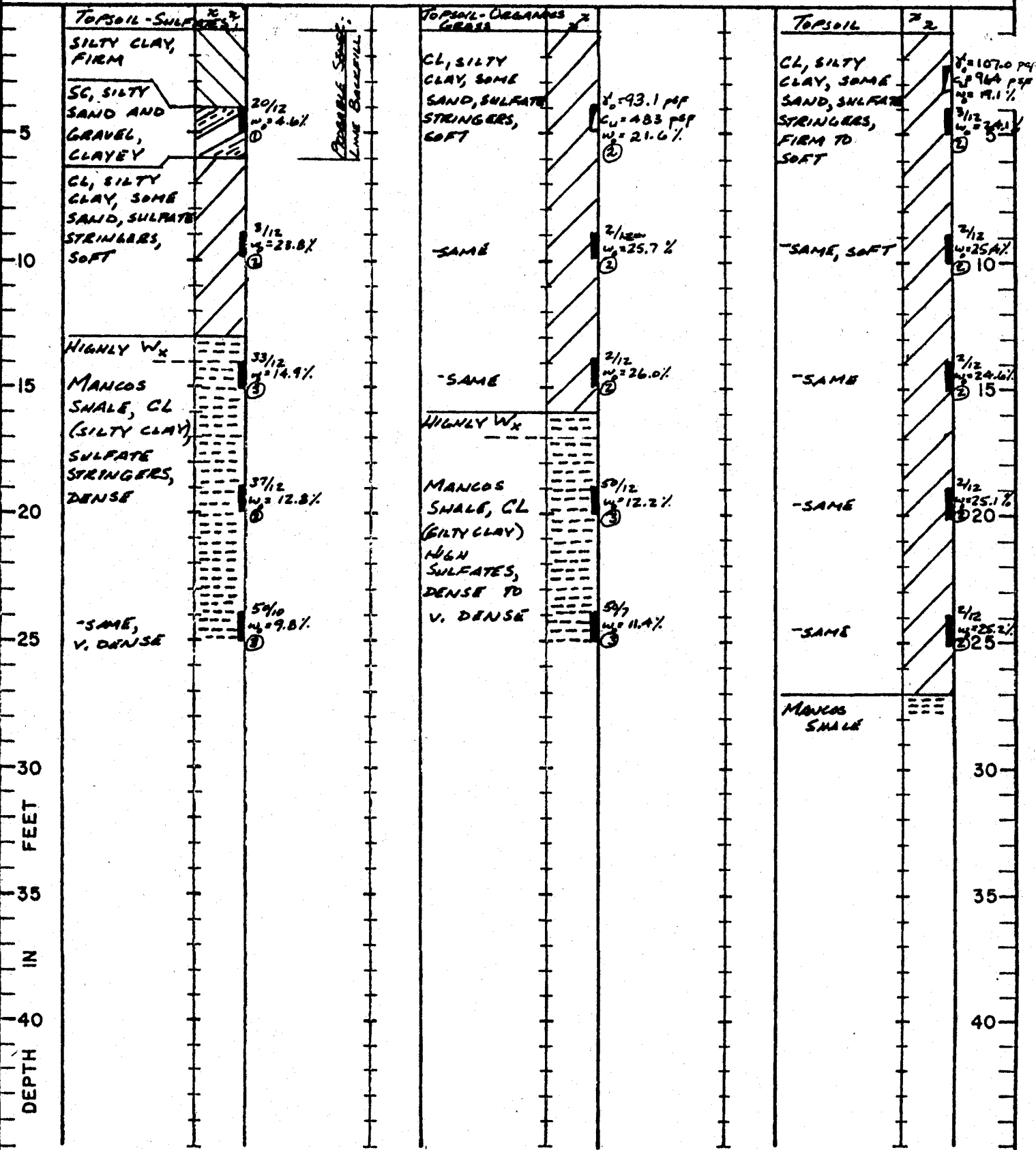
**LINCOLN DeVORE TESTING LABORATORY**  
 COLORADO: Colorado Springs, Pueblo, Glenwood Springs, Montrose, Gunnison, Grand Junction. - WYO. - Rock Springs

**EXPLANATION OF BOREHOLE LOGS AND LOCATION DIAGRAMS**

TEST HOLE NO. 1  
TOP ELEVATION \_\_\_\_\_

2

3



DRILLING LOGS

**LINCOLN**  
**DeVORE**  
ENGINEERS-  
GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
PUEBLO, GLENWOOD SPRINGS,  
GRAND JUNCTION, MONTROSE,  
WYOMING: ROCK SPRINGS

Soil Sample SC - SILTY SAND & GRAVEL, CLAYEY

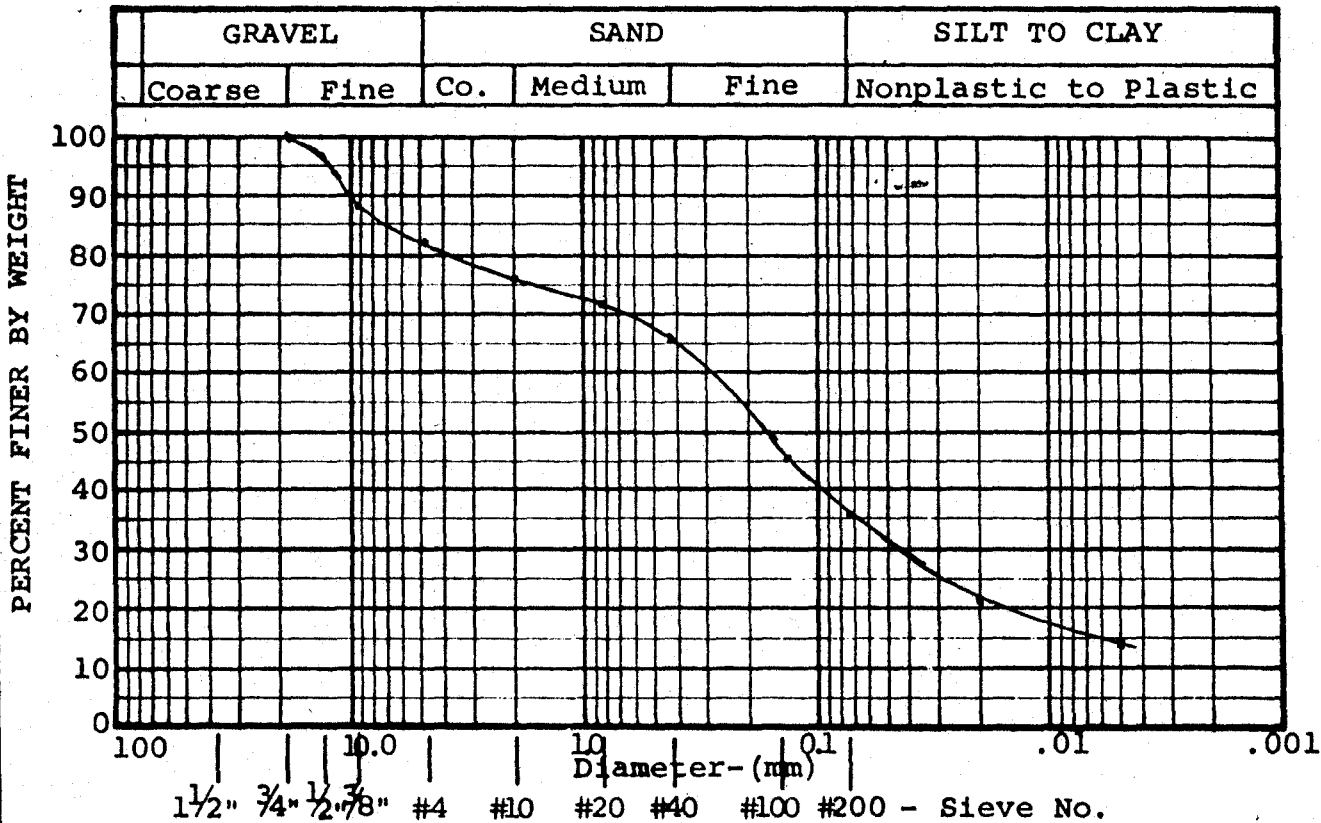
Test No. 43521 J

Project EDGEWOOD TOWNHOMES  
GRAND JCT., COLO.

Date 4-28-82

Sample Location \_\_\_\_\_

Test by DH.



Sample No. 1

Specific Gravity \_\_\_\_\_

Moisture Content \_\_\_\_\_

Effective Size ~0.001 mm

Cu ~290

Cc ~6.1

Fineness Modulus \_\_\_\_\_

L.L. \_\_\_\_\_ % P.I. \_\_\_\_\_ %

BEARING \_\_\_\_\_ psf

Sieve Size	% Passing
1 1/2"	_____
1"	_____
3/4"	<u>100.0</u>
1/2"	<u>96.7</u>
3/8"	<u>88.2</u>
4	<u>81.7</u>
10	<u>75.7</u>
20	<u>71.5</u>
40	<u>65.2</u>
100	<u>45.2</u>
200	<u>35.3</u>
0200	<u>20.9</u>
.0050	<u>14.3</u>
Sulfates	_____ ppm

GRAIN SIZE ANALYSIS

LINCOLN-DEVORE TESTING LABORATORY  
COLORADO SPRINGS, COLORADO



SUMMARY SHEET

Soil Sample CL - SILTY CLAY, SOME SAND Test No. 43521 J  
 Location EDGEWOOD TOWNHOMES - GRAND JET, COLO. Date 4-28-82  
 Boring No. 2 Depth 5  
 Sample No. 2 Test by D.H.

Natural Water Content (w) 21.6 %  
 Specific Gravity (Gs) \_\_\_\_\_

In Place Density ( $\rho_o$ ) 93.1 pcf

SIEVE ANALYSIS:

Sieve No.	% Passing
1 1/2"	
1"	
3/4"	
1/2"	
4	100.0
10	99.7
20	99.4
40	98.7
100	93.7
200	80.8

HYDROMETER ANALYSIS:

Grain size (mm)	%
0.02	55.3
0.005	43.4

Plastic Limit P.L. 14.6 %  
 Liquid Limit L.L. 23.7 %  
 Plasticity Index P.I. 9.1 %  
 Shrinkage Limit \_\_\_\_\_ %  
 Flow Index \_\_\_\_\_ %  
 Shrinkage Ratio \_\_\_\_\_ %  
 Volumetric Change \_\_\_\_\_ %  
 Lineal Shrinkage \_\_\_\_\_ %

MOISTURE DENSITY: ASTM METHOD

Optimum Moisture Content -  $w^o$  \_\_\_\_\_ %  
 Maximum Dry Density -  $\rho_d$  \_\_\_\_\_ pcf  
 California Bearing Ratio (av) \_\_\_\_\_ %  
 Swell: \_\_\_\_\_ Days \_\_\_\_\_ %  
 Swell against 1200 psf  $W_o$  gain 10.9 %

BEARING:

Housel Penetrometer (av) \_\_\_\_\_ psf  
 Unconfined Compression (qu) 966 psf  
 Plate Bearing: \_\_\_\_\_ psf  
 Inches Settlement \_\_\_\_\_  
 Consolidation % under \_\_\_\_\_ psf

PERMEABILITY:

K (at 20°C) \_\_\_\_\_  
 Void Ratio \_\_\_\_\_

Sulfates \_\_\_\_\_ ppm.

SOIL ANALYSIS

LINCOLN-DeVORE TESTING LABORATORY  
 COLORADO SPRINGS, COLORADO

**SUMMARY SHEET**

Soil Sample MANCOS SHALE (GL)

Test No. 43521 J

Location EDGEWOOD TOWNHOMES - GRAND JCT., COLO.

Date 4-28-82

Boring No. \_\_\_\_\_ Depth \_\_\_\_\_

Test by D. H.

Sample No. 3

Natural Water Content (w) \_\_\_\_\_ %  
Specific Gravity (Gs) \_\_\_\_\_

In Place Density ( $\rho_o$ ) \_\_\_\_\_ pcf

**SIEVE ANALYSIS:**

Sieve No.	% Passing
1 1/2"	_____
1"	_____
3/4"	_____
1/2"	_____
4	100.0
10	99.8
20	99.5
40	99.4
100	98.8
200	97.8

**HYDROMETER ANALYSIS:**

Grain size (mm)	%
0.02	85.5
0.005	71.6
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Plastic Limit P.L. 20.5 %  
Liquid Limit L.L. 38.1 %  
Plasticity Index P.I. 17.6 %  
Shrinkage Limit \_\_\_\_\_ %  
Flow Index \_\_\_\_\_  
Shrinkage Ratio \_\_\_\_\_ %  
Volumetric Change \_\_\_\_\_ %  
Lineal Shrinkage \_\_\_\_\_ %

**MOISTURE DENSITY: ASTM METHOD**

Optimum Moisture Content -  $w_o$  \_\_\_\_\_ %  
Maximum Dry Density -  $\rho_d$  \_\_\_\_\_ pcf  
California Bearing Ratio (av) \_\_\_\_\_ %  
Swell: \_\_\_\_\_ Days \_\_\_\_\_ %  
Swell against 2585 psf  $w_o$  gain 10.6 %

**BEARING:**

Housel Penetrometer (av) \_\_\_\_\_ psf  
Unconfined Compression (qu) \_\_\_\_\_ psf  
Plate Bearing: \_\_\_\_\_ psf  
Inches Settlement \_\_\_\_\_  
Consolidation % under \_\_\_\_\_ psf

**PERMEABILITY:**

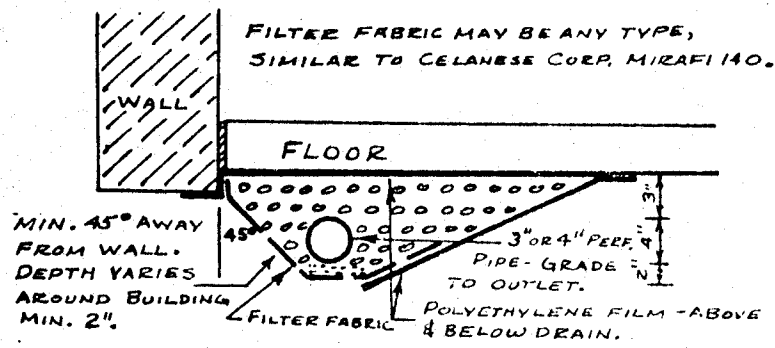
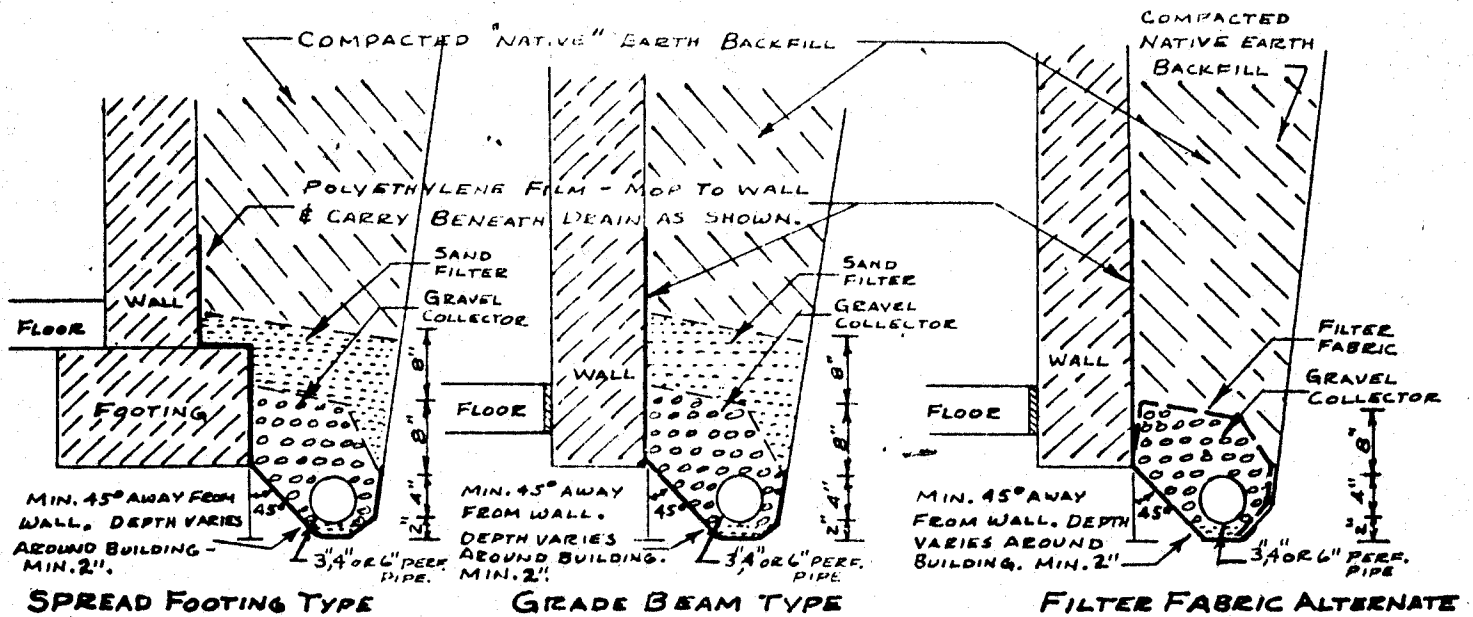
K (at 20°C) \_\_\_\_\_  
Void Ratio \_\_\_\_\_

Sulfates \_\_\_\_\_ ppm.

**SOIL ANALYSIS**

**LINCOLN-DeVORE TESTING LABORATORY  
COLORADO SPRINGS, COLORADO**

12.  
106.



**UNDER-SLAB, INTERIOR TYPE**

**NOTES:**

- .Size of perforated pipe sand filter varies with amount of seepage expected. 4" diameter is most common.
- .Gravel size depends on size of pipe perforations: 85% gravel > 2 x diameter of perforation.
- .Sand filter must depend on native soil and must follow the Terzaghi-Vicksburg Criteria:
 

1) $\frac{15\% \text{ filter}}{15\% \text{ base}} = 4+$	2) $\frac{15\% \text{ filter}}{85\% \text{ base}} < 4$	3) $\frac{50\% \text{ filter}}{50\% \text{ base}} = 12 \text{ to } 58$
---	--	--
- This is required for stability and length of filter life. The sand filter may be replaced with an approved filter fabric.
- .All pipe to be perforated VCP, PVC or Grangeburg.
- .4" flexible pipe may be used to depth of 4½ feet, but must be carefully graded. 3" flexible pipe may be used to a depth of 7 feet and should be carefully graded.
- .Rigid pipe only to be used below a depth of 7 feet below ground surface.
- .All pipe to be laid at a minimum grade of 1.4% around building foundations.
- .Outfall to be free, gravity outfall if at all possible. Use sump and pump only if no gravity outfall exists.
- .Conditions can vary considerably, and each site may be variable as to quality of sand or gravel required. All sites should be inspected to determine the amount and quality of sand filter required, unless a filter fabric installation is used as shown.

TYPICAL SECTIONS  
PERIMETER DRAIN & FRENCH DRAIN

**D** LINCOLN  
DEVORE  
ENGINEERS-  
GEOLOGISTS

COLORADO: COLORADO SPRINGS,  
PUEBLO, GLENWOOD SPRINGS,  
GRAND JUNCTION, MONTROSE,  
WYOMING: ROCK SPRINGS

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as  
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in \_\_\_\_\_  
\_\_\_\_\_, County of \_\_\_\_\_,  
State of \_\_\_\_\_, which is more particularly described as:  
(Insert legal description)

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to \_\_\_\_\_  
\_\_\_\_\_, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to \_\_\_\_\_, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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 votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on \_\_\_\_\_, 19\_\_.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ ) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in



lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during

the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Declarant

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

(Add appropriate acknowledgment)

Edgewood Townhomes, Inc.  
ASSOCIATION

## ARTICLE I

NAME AND LOCATION. The name of the corporation is Edgewood Townhomes, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2579 H 3/4 Road, Grand Junction, Colorado but meetings of members and directors may be held at such places within the State of Colorado, County of Mesa, as may be designated by the Board of Directors.

## ARTICLE II

## DEFINITIONS

Section 1. "Association" shall mean and refer to Edgewood Townhomes, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Edgewood Townhomes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Edgewood Townhomes, Inc. and Mesa County Clerk's Office.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of Eight o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ( $\frac{1}{4}$ ) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth ( $\frac{1}{10}$ ) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Class A members who are entitled to vote;

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

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

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

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

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

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

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

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

(g) cause the Common Area to be maintained.

ARTICLE VIII  
OFFICERS AND THEIR DUTIES

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

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

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



Vice-President

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

Secretary

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

Treasurer

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

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Edgewood Townhomes, Inc.

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ARTICLE XIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by \_\_\_\_\_  
Edgewood Townhomes, Inc., hereinafter referred to as  
"Declarant".

WITNESSETH:

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

(Insert legal description)

North 31.8 feet, Lot 19, Block 6, Fairmont Subdivision,  
Section 12, Township 1 South, Range 1 West, plus Lot 36,  
Block 10, Fairmont subdivision, South of the Canal,  
Section 12, Township 1 South, Range 1 West, U. M.; including  
that part of vacated Bookcliff Ave. on the south as described  
in Book 973, and Page 482 of the Mesa County Clerk's office  
together with all ditches, ditch rights, water and water rights.

Also known as 2245 North 15th Street, Grand Junction, Colorado.

NOW THEREFORE, Declarant hereby declares that all of the properties described  
above shall be held, sold and conveyed subject to the following easements, re-  
strictions, covenants, and conditions, which are for the purpose of protecting  
the value and desirability of, and which shall run with, the real property and be  
binding on all parties having any right, title or interest in the described  
properties or any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Edgewood Townhomes,  
Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or  
more persons or entities, of a fee simple title to any Lot which is a part of the  
Properties, including contract sellers, but excluding those having such interest  
merely as security for the performance of an obligation.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the \_\_\_\_\_  
Edgewood Townhomes, Inc. Association,  
have hereunto set our hands this 27th day of May, 1982.

John T. Combs \_\_\_\_\_  
Elsie M. Combs \_\_\_\_\_  
Paul R. Smith \_\_\_\_\_  
Patricia J. Smith \_\_\_\_\_

State of Colorado }  
County of Mesa } ss

subscribed and sworn to before me this 27th day May, 1982

My Commission Expires:  
March 7, 1984

[Signature]  
Notary Public

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the \_\_\_\_\_  
Edgewood Townshomes, Inc. Association, a Colorado  
(State)

corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 27th day of May, 1982.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of May, 1982.

Elsie M. Combs  
Secretary

March 1, 1982

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

RE: Irrigation Commitment Letter  
Edgewood Townhomes (#445.3)

To Whom It May Concern,

As developer of the property located West of 15th Street, South of the Grand Valley Canal, I do hereby state my intentions and make commitment to use the irrigation water connected with the property for a common irrigation system within the subdivision.

Sincerely,

by   
John T. Combs

rjs

# REVIEW SHEET SUMMARY

FILE NO. 20-82 DUE DATE 3/12/82  
 ACTIVITY Rezone RSF-8 to PR-17 and Edgewood Townhomes  
 PHASE Preliminary Plan ACRES \_\_\_\_\_  
 LOCATION West of 15th Street, South of the G.V. Canal  
 PETITIONER John T. Combs  
 PETITIONER ADDRESS 1785 Broadway, Fruita, CO 81521  
 ENGINEER Colorado West Engineering

## OVERALL CONSIDERATIONS

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

HAS NOT BEEN ADDRESSSED  
 HAS BEEN ADDRESSSED

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
3/9/82	Mountain Bell	Easement on south side is adequate. We may need a back lot easement, so as not to interfere w/parking, sidewalks, etc. Could we utilize a portion of the 25' drainage esmt. or the common open space north of the bldgs for our lines, if required.
3/11/82	G.J. Drainage	Manhole required for inlet into existing drain line, inlet restricted to 4" pipe.
3/11/82	City Fire	This office has no objections to the rezone and will accept the required fire protection as shown on the plan.
3/12/82	State Health	The proposed development will connect to existing water and wastewater treatment facilities. We take no exception to this proposed development.
3/12/82	City Engineer	I am not clear about the utility easement limits. 20 ft. wide easements centered on the sanitary sewer or waterline should be granted. Seep flows from the canal may need to be controlled with drains of some sort. Detailed plans for sewer and waterline should be submitted for my review prior to construction.
3/12/82	Public Service	Gas and Electric: No objection to preliminary plan. Request developer contact P.S.CO. concerning loads and points of service as project develops.
3/12/82	Transportation Eng.	Will the fence down the middle of the drive remain in place, if so, the 20' aisle behind the parking stalls is inadequate. Will the power pole in the middle of the drive remain?

3/16/82

*City Utilities  
Lati*

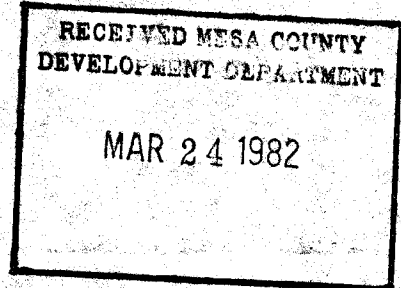
Staff Comments

1. Has the neighborhood been contacted for input ?
2. What type of 6' wood fence is intended?
3. Should provide bike rack as per parking requirements.
4. An attempt should be made to retain any existing vegetation, where possible.
5. Trash pick up should be coordinated with Bill Reeves.
6. Parking area should be paved and striped.
7. Lighting scheme needs to be shown on plan.
8. Is any signage intended, if so we need detail?
9. An appraisal needs to be submitted and fees paid prior to final approval or final plat being recorded.
10. Construction to begin within 1 year of final approval or be rescheduled for public hearing.
11. Has development to south agreed to common trash p/u if so, we need agreement showing this.
12. Will building #1 extend into irrigation easement as shown?
13. Will existing power line pole remain? It's in the middle of the ingress/egress.
14. Need agreement showing common access is acceptable to all parties.
15. Any screening proposed along GV canal?
16. Need lighting scheme.
17. Curb blocks in front to prevent no bumper overhangs onto sidewalk.

3/17/82 Late - City Parks

**COLORADO  
WEST  
ENGINEERING**

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



March 23, 1982

City-County Planning Department  
559 White Avenue, Room 60  
Grand Junction, Colorado 81501

RE: Response to Review Comments  
for #20-82, Edgewood Townhomes  
(#445.3)

City Planning Staff;

Mountain Bell -

Grand Valley Canal right-of-way may be used but would need to be coordinated with them. Common open space North of buildings could also be used if required.

Grand Junction Drainage -

Manhole and 4" pipe will be used.

City Fire -

No objections

State Health -

No objections

City Engineer -

20' wide easement has been granted. The possibility of seep flows will be researched in the Subsurface Soils Investigation prior to final submittal. Detailed water and sewer plans will be submitted prior to construction.

Public Service -

No objections. Developer will contact Public Service Company for loads and points of service.



Transportation Engineer -

The fence will remain down the center of the drive. The odd, narrow shape of this parcel only allows enough room for a 20' private driveway, same as the existing 20' drive South of the parcel. The power pole in the middle of the drive will be removed and all utilities serving the development will be underground, as indicated on the plan.

Staff Comments -

1. The neighborhood has not been contacted for input. The parcel is bounded on two sides by existing Multi-family residential uses, rental uses on one side, and the canal on the other side. Multi-family zoning exists adjacent to the property and in the immediate vicinity.
2. A solid, upright 6' wood fence is proposed, as shown on the plan.
3. Bike rack has been added to the plan.
4. As shown on the plan, most of the existing vegetation will be retained, except for the five small trees located in the proposed parking area.
5. Trash pickup has been coordinated with Bill Reeves.
6. Parking area will be paved and striped.
7. Both existing and proposed street light symbols were shown on the plan, but left off the legend.

8. No. This is a private driveway.
9. Appraisal and open space fee will be submitted prior to recording, as usual.
10. Construction will begin October 1982 as listed on the development schedule.
11. Yes. Agreement will be submitted.
12. Building #1 is not shown extending into irrigation easement.
13. As explained on the plan, existing overhead utilities serving the existing house will be removed and installed underground.
14. Agreement will be submitted.
15. As shown on the plan, the existing wire fence will be removed and replaced with a 6' wood fence, in addition to the existing vegetation.
16. See #7.
17. Curb blocks will be provided.

Sincerely,  
COLORADO WEST ENGINEERING

by Tamra Miracle  
Tamra Miracle  
Project Coordinator

TM/rjs

FF ACTION SHEET

Acres 59  
 Units \_\_\_\_\_  
 Density \_\_\_\_\_

rezone &  
 preliminary plan

File No. #70-82  
 Zone RSF-8  
 Tax Parcel Number 2943-13

Activity Rezone RSF-8 to PR17 & Edgewood Townhomes - Preliminary  
 Phase \_\_\_\_\_  
 Common Location W. of 15th St. S. of the G.V. Canal

Date Submitted 3/1/82 Date Mailed Out 3/2/82 Date Posted 3/16/82 *checked 3/16*  
 10 Day Review Period Return by 3/12/82 MCC Information Sent \_\_\_\_\_

Date Adjacent Property Owners Notified of MCPC/GJPC \_\_\_\_\_ Date Adjacent Property Owners Notified of MCC/CIC \_\_\_\_\_

review agencies	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	
Development Dept.																																		
County Road																																		
County Health																																		
County Surveyor																																		
County Parks/Recreation																																		
County Engineer																																		
Transportation Engineer																																		
City Engineer <u>2 sets</u>																																		
City Utilities																																		
City Parks/Recreation																																		
City Police Dept.																																		
County Sheriff																																		
Floodplain Administration																																		
Comprehensive Planning																																		
G.J. Dept. of Energy																																		
Fire <u>City</u>																																		
Irrigation <u>City</u>																																		
Drainage <u>City</u>																																		
Water (Ute, Clifton)																																		
Sewer																																		
G.V. Rural Power																																		
Mountain Bell																																		
Public Service (2 sets)																																		
Soil Conservation																																		
State Highway Dept.																																		
State Geological																																		
State Health Dept.																																		
Transamerica																																		
Water & Power Resources																																		
Hack, Loma, Mesa, Collbran, Fruita, Palisade, Grand Jct.																																		
OTHER:																																		
PLANNING COMMISSION <u>7</u>																																		
CIC/MCC <u>10</u>																																		
<b>totals</b>																																		

BOARDS	DATE	REMARKS
GIPC	3/30/82	Appl on CA - sub to review comments
CIC	4/21/82	Appl on CA - sub to GIPC. Recommendation & review comments

STAFF Payment will be paid at time of submittal  
Legal OK AND

City County Development Department

Open Space Dedication (acreage) \_\_\_\_\_ 5% O. S. Fee Required \$ \_\_\_\_\_ Paid Receipt # \_\_\_\_\_  
 Recording Fee Required \$ \_\_\_\_\_ Paid (Date) \_\_\_\_\_ Date Recorded \_\_\_\_\_  
 Date Resolution Mailed \_\_\_\_\_  
 Pre-application Fee Receipt No. \_\_\_\_\_



# CITY - COUNTY PLANNING

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

(303) 244-1628

## MEMORANDUM

TO: All Review Agencies  
FROM: City County Planning Department  
DATE: June 4, 1982  
RE: Edgewood Townhomes File #20-82

Due to any "oversight" by Colorado West Surveying and Colorado West Engineering, the Edgewood Townhomes plat has been revised to accommodate 10 townhome lots vs. the 1 lot plat first submitted. Please attempt to review the revised plat and void the one lot plat. Your cooperation would be appreciated.

Thanks.

BG/vw

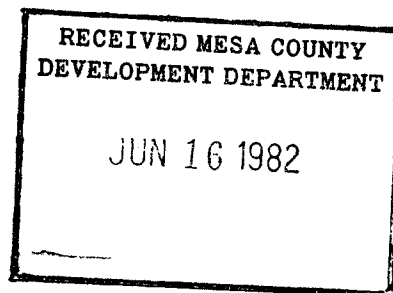
*rec 6-14-82*

Gas and Electric: No objections to revised plat.

H.T. 6-14-82 D.M. 6-15-82

Public Service Company

BY: Carl Bantaw DATE: 6-16-82



# REVIEW SHEET SUMMARY

FILE NO. 20-82 TITLE HEADING Edgewood Townhomes DUE DATE 6/11/82

ACTIVITY - PETITIONER - LOCATION - PHASE - ACRES Petitioner: John T. Combs. Location:  
West of 15th Street, south of the Grand Valley Canal. A request for a final plat and plan  
of 10 units on approximately .59 acres in a planned residential zone at 17 units per acre.  
Consideration of final plat. Consideration of final plan.

PETITIONER ADDRESS 1785 Broadway, Fruita, CO 81521

ENGINEER Colorado West Engineering

<u>DATE REC.</u>	<u>AGENCY</u>	<u>COMMENTS</u>
6/9/82	Mountain Bell	No objections.
6/4/82	G.J. Drainage	Inlet into drain tile to be 4" or 6" instead of 8".
6/8/82	City Utilities	None.
6/9/82	Planning Staff Comments	1. Need to resolve all previous review comments including easements, seepage, parking aisles etc. 2. Good to see bike racks. 3. Open space fee appraisal needed. 4. Signage detail needed. 5. Plat issue resolved prior to public hearing (1 lot vs. 10 lots). 6. Should provide curb blocks to prevent overhang onto sidewalk. 7. This plan looks good - no major revisions from preliminary. 8. At preliminary a final density of 17 units per acre was granted, for 10 units. The final sub. summary form indicates 20 units, need clarification.
6/9/82	Public Service	Gas & Electric: No objection to final plan and plat.
6/11/82	City Parks	We need an appraisal and will accept money in lieu of land.
6/11/82	Trans. Engr.	No comment.
6/11/82	City Fire	This office has no objections to final plan. Fire protection as submitted meets our approval.
6/14/82	City Engineer	Detailed construction plans for sanitary sewer and waterline should be submitted to me for review and approval prior to construction.

*Summary Mailed 6/14/82*

7/9/82 GJPC MINUTES OF 6/29/82

MOTION: (COMMISSIONER O'DWYER) "I MOVE ON FILE #20-82, FINAL PLAT FOR THE EDGEWOOD TOWNHOMES, THAT WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL.

COMMISSIONER RINKER SECONDED THE MOTION. CHAIRWOMAN QUIMBY REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION CARRIED UNANIMOUSLY, 6-0.

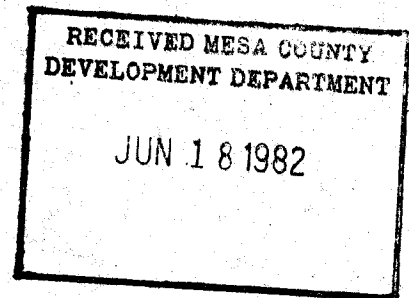
MOTION: (COMMISSIONER O'DWYER) "I MOVE ON FILE #20-82, FINAL PLAN, THAT WE FORWARD THIS TO CITY COUNCIL WITH THE RECOMMENDATION OF APPROVAL.

COMMISSIONER RINKER SECONDED THE MOTION. CHAIRWOMAN QUIMBY REPEATED THE MOTION, CALLED FOR A VOTE, AND THE MOTION CARRIED UNANIMOUSLY, 6-0.

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WEST  
ENGINEERING**

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

June 17, 1982



City-County Planning Department  
559 White Avenue, Room #60  
Grand Junction, Colorado 81501

RE: Response to Final  
Review Comments for  
#20-82, Edgewood  
Townhomes (#445.3)

City Planning Staff;

Mountain Bell - No objections.

Grand Junction Drainage - A 6" pipe will be used.

City Utilities - None.

- Planning Staff - 1. See attached letter dated March 23, 1982. Seepage from the Grand Valley Canal should not pose a problem at this location. Measurements of water table indicates free water existing 15 feet below grade with water in the canal. ~~Seepage~~ was addressed on grading and drainage plan.
2. At your suggestion.
  3. See #9 letter of March 23, 1982.
  4. See #8 letter of March 23, 1982.
  5. Good.
  6. See #17 letter of March 23, 1982.

7. Thank you.
8. Final Subdivision Summary form in error only. ten units are proposed.

Public Service - No objections.

City Parks - Appraisal and open space fee will be submitted prior to recording as usual.


Transportation Engineer - No comments.

City Fire - No objections.

City Engineer - Detailed construction plans will be submitted prior to construction for your approval.

Sincerely,  
COLORADO WEST ENGINEERING

by

  
\_\_\_\_\_  
Jeff Smith  
Civil Engineer

RJS/bjs  
Enclosure







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

December 22, 1982

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

Dear Jeff:

Re: Edgewood Townhomes - Sanitary Sewer and Waterline

As requested, I have reviewed the detailed construction plan for the above as submitted on November 29, 1982, and have the following comments.

1. Since the driveway is private and the public street apron exists I have no jurisdiction or comments concerning the "private street". I would appreciate the wording "private street" being removed from the plan for sewer and water since the City does not acknowledge that term and it could be misleading.
2. The existing drain tile is within Grand Junction Drainage District jurisdiction. I have no comments concerning the proposed method of draining this property and you should obtain approval from the District.
3. The sanitary sewer manhole near the west line of 15th Street is too close to the existing Grand Junction Drainage district manhole. A minimum of 10 feet should be provided from outside-to-outside faces of manhole barrels.
4. Show horizontal dimensions from south property line to sanitary sewer and to waterline. Insure sufficient space from property line to sewer to enable future excavation of the line, including manhole reconstruction, without encroachment on adjacent property.

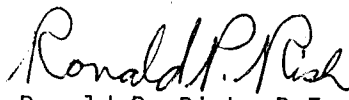
When the above items have been addressed, submit a revised plan and at that time consider the plan for sanitary sewer and waterline to be approved by this office for construction.

December 22, 1982

Upon completion of construction, please notify this office to arrange for a final inspection of the completed facilities prior to their being put into service. As is standard policy, City-acceptance of any facilities depends on:

- a. Design in accordance with our requirements
- b. Construction in accordance with City-approved design
- c. Submission of documented construction test results
- d. Submission of mylar-type as-built drawings for the public records
- e. Final inspection of completed improvements. (You are expected to inspect during construction and to secure test results)

Very truly yours,



Ronald P. Rish, P.E.  
City Engineer

RPR/hm

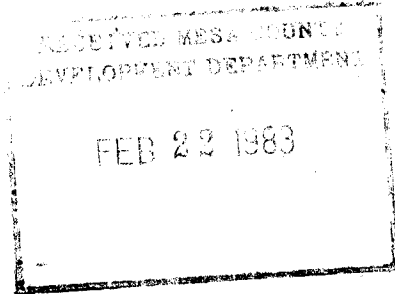
cc - Chuck Tilton - Grand Junction Drainage District  
Bob Goldin ✓  
Jim Patterson  
Harley Seybold  
Ralph Sterry  
File

COLORADO  
WEST  
ENGINEERING

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

Rec 2-18-83

February 15, 1983



Mr. Ron Rish, P. E.  
559 White Avenue, Room 60  
Grand Junction, Colorado 81501

RE: Edgewood Townhomes (#445.3)

Dear Ron:

In answer to your letter of December 22, 1982, we offer the following:

I have enclosed a revised sanitary sewer and waterline plan which incorporates the changes you requested.

✓ 1. We have removed the words "Private Street" from the plan.

✓ 2. We have previously received approval from the Grand Junction Drainage District for a 6" diameter outlet into the existing 12" diameter drain.

✓ 3. We have moved the sanitary sewer manhole to provide adequate clearance to the drainage manholes.

✓ 4. We have shown horizontal distances from the south property line to the sewer and the waterline as requested.

We will consider the revised plan approved unless we hear from you. Thank you for your consideration in this matter.

Sincerely,  
COLORADO WEST ENGINEERING

by

*Jeff Smith*  
-----  
Jeff Smith  
Civil Engineer

20-82

CC: Galdin

Patterson

Seybold

Stevy

2-22-83

*Ron*

RJS/bjs  
Enclosure

11/16/83

John T. Combs  
1785 So. Broadway  
Fruita, Colo. 81521

Janet Stephens  
City Planning  
~~507~~ White Ave. Rm 60  
Grand Junction, Co. 81501

RE: 20-82 Edgewood Townhouses

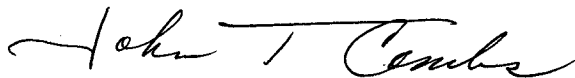
Dear Ms. Stephens,

This letter is a request to extend the development time for another year for the Edgewood Townhouses on the property located at 2245 No. 15th St., Grand Junction, Colorado.

Due to the depressed economy and local financial picture, it would not be practical for these townhouses to be developed at this time.

Please advise me of this Planning Commission's decision regarding this request for time extension.

Sincerely,

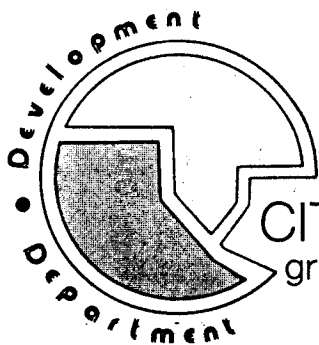


John T. Combs

**RECEIVED**

NOV 21 1983

CITY PLANNING  
**PLANNING DEPARTMENT**



## CITY - COUNTY PLANNING

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

(303) 244-1628

November 21, 1983

Mr. John T. Combs  
1785 South Broadway  
Fruita, CO 81521

RE: File #20-82

Dear Mr. Combs:

We have received your letter of November 16, 1983 requesting an extension of the development timeframe on the property located at 2245 N. 15th Street, Grand Junction, Colorado.

Rather than processing requests one-at-a-time, we will be processing all those items whose development timeframes have expired as a group.

We will begin this "reversion action" within the next month. You will be contacted by this Department at that time.

Thank you for your early inquiry and continuing cooperation in this matter.

Sincerely,

Janet C.-Stephens  
City Planner

xc: File #20-82

3/7/84  
John T. Combs  
1785 Broadway  
Grand Jct., Co.

Grand Junction Planning Dept.  
Grand Junction Planning Commission  
460 White Ave.  
Grand Junction, Co. 81501

RE: Edgewood Townhomes File #20-82


Dear Sirs;

I respectfully request that you grant an extension of time of one year to allow presentation of the final plans for the development of Edgewood Townhomes.

It is not economically practical for immediate development of the property to be accomplished at this time due to the current economic status of the Grand Junction area.

Currently the area is saturated with townhomes already constructed and unoccupied. I still feel that a beneficial future use of this site would be for townhomes. The site has been cleared of all debris and the structure that previously occupied the site. This pre-preparation should show intent to develop the site when the economy is improved.

Sincerely,



John T. Combs

RECEIVED GRAND JUNCTION  
PLANNING DEPARTMENT

MAR 09 1984



City Of Grand Junction, Colorado  
Community Development Department  
250 North Fifth Street  
81501-2668

Any development of this property will require a public ROW built to City Standard if there are to be individually owned lots and/or homes.

A private Rd will be allowed only if everything is under one ownership - ie multi-family w/ rental units.

Kathy Portner  
6/15/94