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File_1990-0045

Name Colony Park - Filing No. 4 - Replat and Amended Final - South of Patterson & East of 25.5 Road

	S	A few items are denoted with an asterisk (*), which means the													
	c a	instances, not all entries designated to be scanned by the department are present in the file. There are also documents													
	n	specific to certain files, not found on the standard list. For this reason, a checklist has been provided.													
	n	Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick													
	e	guide for the contents of each file.													
	d	Files denoted with (**) are to be located using the ISYS Qu													
		full, as well as other entries such as Ordinances, Resolutions, B	oai	rd e	of Appeals, and etc.										
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X	-	Reduction of assessor's map.													
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		DOCUMENTS SPECIFIC TO THIS	D	EΥ	ELOPMENT FILE:										
X				X	Drainage Report										
X	X	Review Sheet Summary	X	X	Letter from Robert Turner, Colony Enterprises to Kathy Portner re:										
X		Review Sheets	+	\dashv	withdrawal letter – 10/31/90										
X	ļ	Development Application - 9/4/90	+												
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PROJECT NARRATIVE AND IMPACT STATEMENT FOR

COLONY PARK FILING NO. 2 - A PLANNED UNIT DEVELOPMENT (A REPLAT OF COLONY PARK FILING NO. 1)

CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

SEPTEMBER 1990

DEVELOPER:

COLONY ENTERPRISES, A JOINT VENTURE 599 25 ROAD Grand Junction, Colorado 81505

Partners: Kenneth B. Milyard, Robert V. Turner, and Jeffrey Williams

ENGINEER:

W.H. LIZER & ASSOCIATES
Engineering Consulting and Land Surveying
576 25 Road, Unit #8
Grand Junction, Colorado 81505
241-1129

COLONY PARK FILING NO. 2 - A PLANNED UNIT DEVELOPMENT (A REPLAT OF COLONY PARK FILING NO. 1)

PURPOSE OF REPLAT

The site is presently zoned PR-10 with Filing No. 1 approved for 75 units on 3.928 acres or 19 units per acre. The developer is requesting a replat for 22 units which would yield a density of 5.6 units per acre on the original area of Filing No. 1.

With the area of "F" Road and Cider Mill Road excluded, there would be a density of 7.6 units per acre.

The area to the East and to the South of Filing No. 1 (Colony Park Preliminary Plan - Tax Parcel #2945-101-00-149) is presently zoned PR-10. To the West is Pomona Elementary School and to the North are single-family residences.

ACCESS TO THE SUBDIVISION

Access is off "F" Road onto Cider Mill Road. The units will be accessed by Cider Circle, a private road within the subdivision, which will be accessed by Cider Mill Road.

AMOUNT OF TRAFFIC GENERATED

There will be 22 lots within the subdivision. It is estimated that each lot will generate an average of 10 trips per day or 220 trips per day total.

LAND USE SUMMARY

TOTAL NUMBER OF LOTS		22		
TOTAL AREA OF LOTS	1.615 A	ACRES	OR	56%
TOTAL AREA OF PRIVATE STREETS	0.512 A	ACRE	OR	18%
TOTAL AREA OF PRIVATE OPEN SPACE	0.743 A	ACRE	0R	26%
TOTAL AREA (EXCLUDES CIDER MILL ROAD AND "F" ROAD)	2.874 A	ACRES	OR	100%

PUBLIC SERVICES AND UTILITY SUMMARY

GRAND JUNCTION FIRE DEPARTMENT	U.S.
UTE WATER CONSERVANCY DISTRICT	GRANI
GRAND JUNCTION CITY SANITATION	GRANI
PUBLIC SERVICE GAS & ELECTRIC	

U.S. WEST TELEPHONE GRAND JUNCTION DRAINAGE DISTRICT GRAND VALLEY IRRIGATION CO. COLONY PARK FILING NO. 2 - PUD Project Narrative and Impact Statement September 1990 Page 2

FEATURES TO BE PART OF THE PLAN

Colony Park Filing No. 2 is a planned townhouse community of ground-level homes attached as four-unit buildings with the exception of one two-unit building.

The units will vary between 1100 to 1400 square feet with 2 and 3 bedroom units being offered.

The approximate price range will be between \$85,000 and \$100,000 per unit.

Landscaping and a planned irrigation system will be part of the development.

An association will be formed for the purpose of maintenance of the private open space, private streets, and irrigation system.

DEVELOPMENT SCHEDULE

Cider Mill Road, Cider Circle (a private road), utilities and stub-outs, and the irrigation system will be completed within one year of recording of the final plat.

It is planned to build the 22 units within 2 years of the recording of the final plat.

The proposed setbacks for the units are as follows:

Front Yard, Cider Circle	18.5	feet
Side Yard, Cider Circle	12	feet
Side Yard, Cider Mill Road	7	feet
Outside Boundary	7	feet
"F" Road*	0	feet

^{* 75} feet was previously dedicated (Colony Park Filing No. 1) rather than the normal 50' setback

Respectfully submitted,

Wayne H. Lizer, P.E., P.L.S.

2945-101-00-149

Robert I Baughman D N Barbour & P K Baughman 639 1/2 Main St. Grand Junction, CO 81501

2945-034-00-060

Robert L Keech Hazen & Norma B Hazen 5672 S. Willowbrook Dr Morrison, CO 80465

2945-034-00-160

Jerry C & Kathryn D Morgan, Jr 615 Lodgepole Grand Junction, CO 81504

Colony Enterprises 599 25 Road Grand Junction, CO 81505 2945-101-00-942

School District 51 Pomona Elementary School 2115 Grand Ave. Grand Junction, CO 81501

2945-034-00-182

Joe G Redding Tony M Redding 2566 F Road Grand Junction, CO 81505

2945-034-00-161

James A & Debra A Sanders c/o Daphne Branson 2580 1/2 F Road Grand Junction, CO 81505

Wayne H Lizer W H Lizer & Associates 576 25 Road, Unit #8 Grand Junction, CO 81505 2945-034-00-059

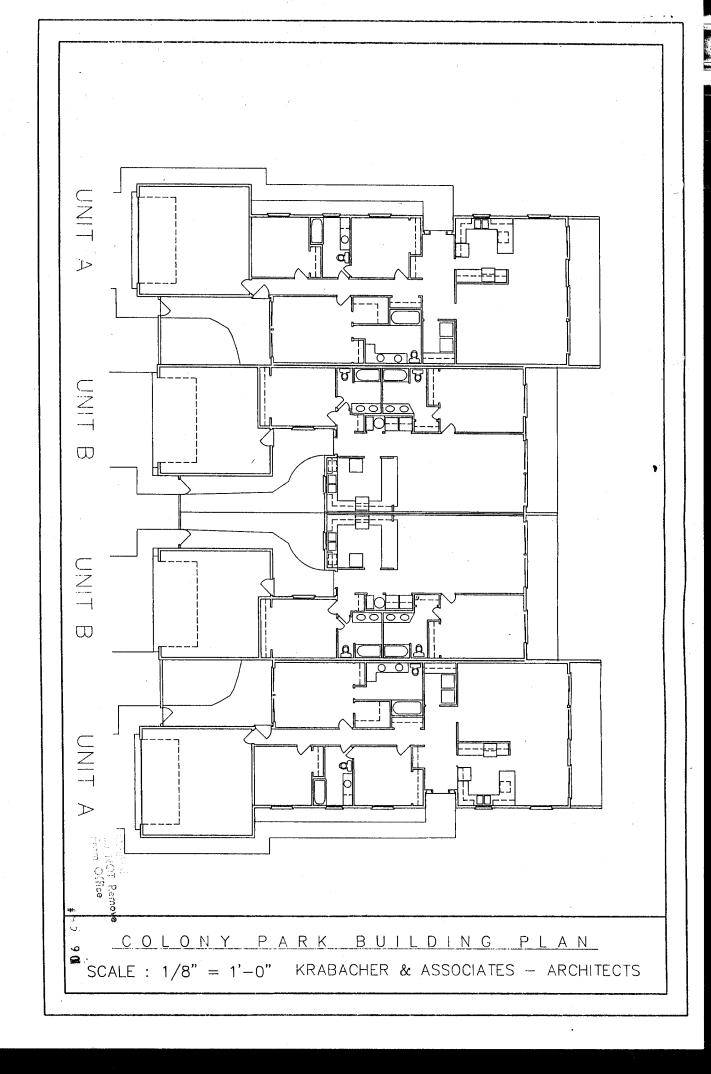
Wesley H Dixon 2562 F Road Grand Junction, CO 81505

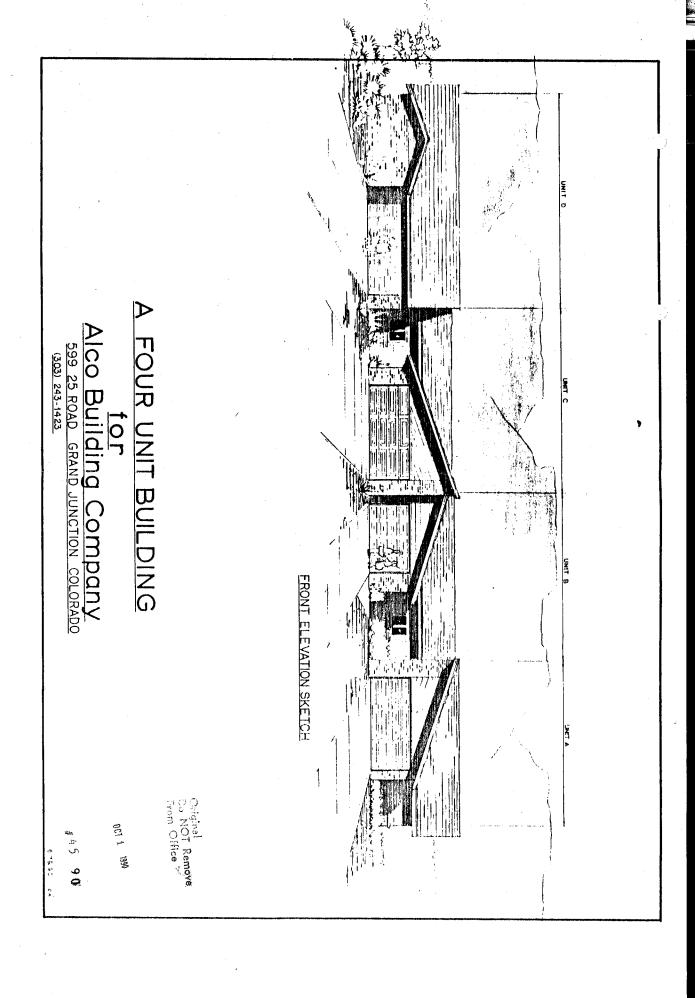
2945-034-00-062, 065

Eugene M Sanders 2580 F Road Grand Junction, CO 81505

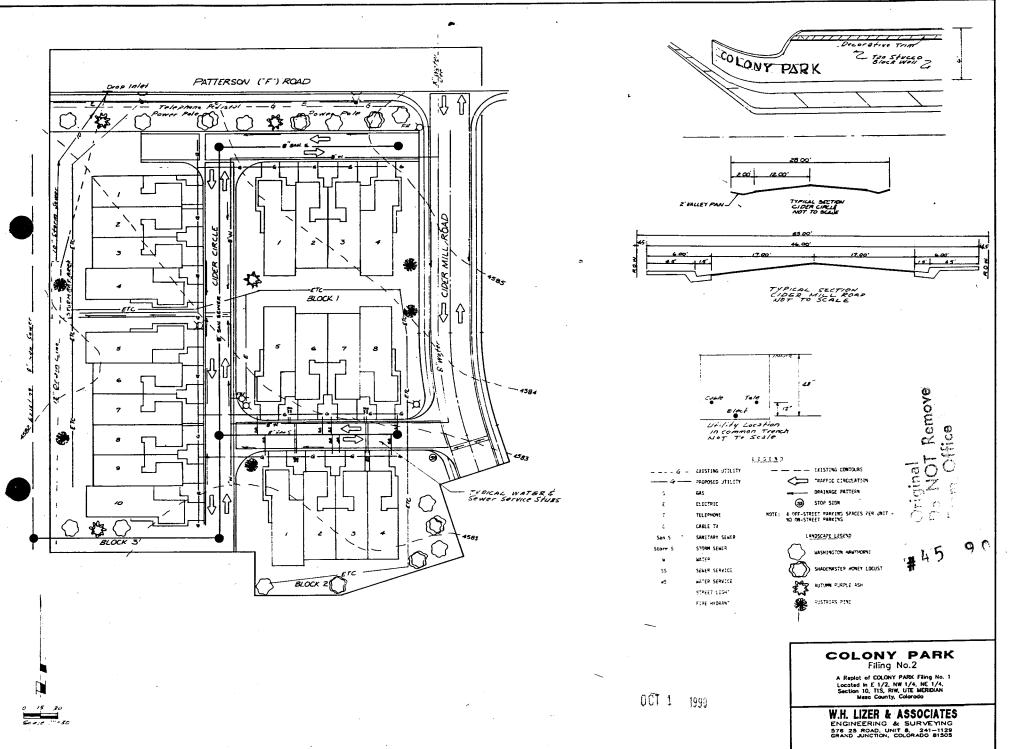
2945-034-00-162

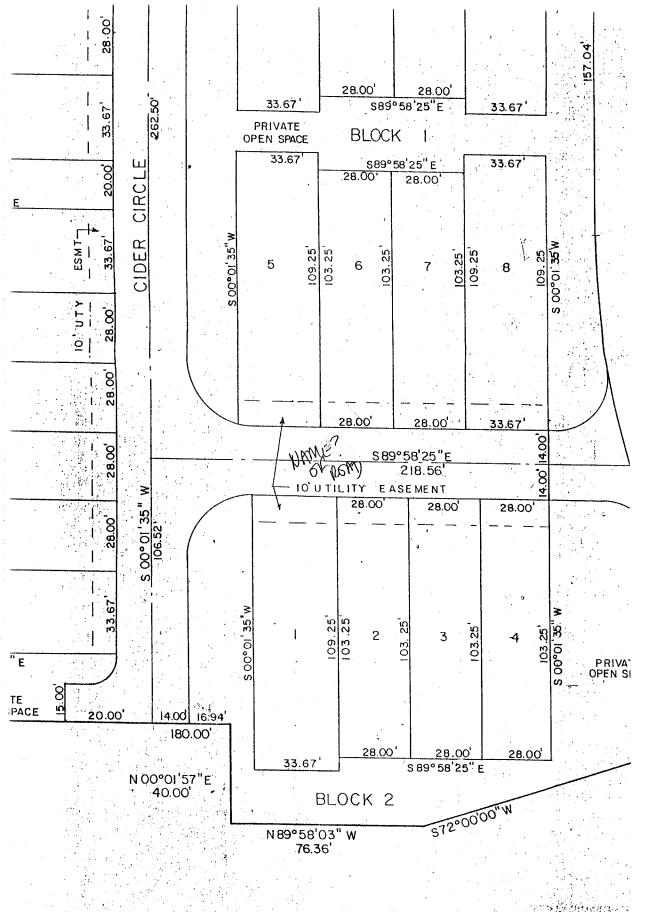
Daphne N Branson 2580 1/2 F Road Grand Junction, CO 81505





COLONY PARK INW CORNER INE 1/4 ISEC. 10 TIS, RIW, UM Filing No. 2
A Replat of COLONY PARK Filing No. 1 (BASIS OF BEARING) Section 10, T1S, R1W, Ute Meridian 75.00 R O **DEDICATION** PATTERSON ("F") ROAD KNOW ALL MEN BY THESE PRESENTS: That the undersigned are the owners of that real property situated in the E 1/2 of the RE 1/4 of Section 10, Township 1 South, Range 1 Mest of the Ute Meridian, City of Grend Junction, Mesa County, Colorado, and being more particularly described as follows: Colony Park Filing No. 1, City of Grand Junction, Mesa County, Colorado Z7.50 40.01 S 89" 58'25" E 245.00 That said owners have caused the real property to be laid out and surveyed as COLONY PARK FILING NO. 2, A REPLAY OF COLONY PARK FILING NO. 1, a subdivision of a part of the City of Grand Junction, Ness County, Colorado. 177.00 68.00 That said smares do hereby dedicate and set apert all Te it the structs and reads as shown on the accompanying plat to the City of Grand Junction on behalf of the public ferever and hereby dedicate and scompanying plat to the City of Grand Junction on behalf of the public ferever and hereby dedicate and grant those portions of said range which are labeled as stillity, drainage, and drivigation ensements on the accompanying plat to the City Grand Junction on behalf of the public utilities companies as propetual estamatics for the installation and maintenance of utilities, aritiage, and irripation facilities including but not installation into a clearly control of the contro 33.67 S 69"56"25"E IO, UTA ESMY 400 40 103,25 98.0 2 3 2 That all expenses for installation of utilities or ditches referred to above, for grading or landscaping, and for street paving or seprements, shall be financed by the seller or purchaser, not the City of Grand Junction. CIDER MILL 3 IN MITHESS IMPREOF, said owners have coused their names to be hereunth subscribed this 28.00 28.00 COLONY ENTERPRISES, A JOINT VENTUR 33.67 33.67 62.50 PRIVATE OPEN SPACE BLOCK ! DRAINAGE Kenneth B. Milyard - Partne \$89*58'25" E Robert V. Turner - Partee 33.67 33.67 S 89"58 25" E Jeffrey Williams - Partner S 89*58 25" 7 UTILITY DER 5 ∆ = 18°01' 35" R= 277.00' L= 87.15' T= 43.94 7 3 5 STATE OF COLORADO 109.25 CH-S 08"59"13" E CH= 85.79" 6 foregoing instrument was acknowledged before me this_ 9 B. Hilyard, Robert Y. Turner, and Jeffrey Williams, Partners in COLONY ENTERPRISES, A Joint Venture. 103.25 by Commission empires Notery Public Witness my hand and official seal. 103.25 CITY APPROYAL S 89°58 25 E This plat of COLONY PARK FILING NO. 2, A REPLAT OF COLONY PARK FILING NO. 1, a part of the City of Grand Junction, County - IOUTILITY EASEMENT of Mesa, and State of Colorado was approved and accepted this_ 103.25 28.00 28.00 28.00 0 President of Counc City Name 0 Chairman, Grand Junction Planning Commiss 103.25 9 City Planning Director 0 ю , 3 Frand Junction City Engineer PRIVATE OPEN SPACE 65 CLERK AND RECORDER'S CERTIFICATE BLOCK 3 52. PRIVATE OPEN SPACE STATE OF COLORADO **1** N89*58'03" W 180.00 COUNTY OF SESA I hereby certify that this instrument was filed in my office at_ \$89°58'25" F N 60°01'57"E A.D., 19____, and is duly recorded in Plat Book 40.00 BLOCK 2 N89°58'03" W Clerk and Recorde SURVEYOR'S CERTIFICATE 1, Mayne H. Lizer, a Registered Professional Land Surveyor in the State of Colorado, hereby certify that this plat was percented from notes taken in the field by me during August and September, 1990, and from deeds and plats of record and that this plat of COLOMY PARK FILEN SEPTEM OF COLOMY PARK FILEN BO. 1 accurately represents said survey and that this plat conforms to all applicable tenuirements of the Zoning and Development Code of the City of Grand Junction and all applicable state lears and regulations. COLONY PARK Filing No.2 LEGEND A Replot of COLONY PARK Filing No. 1 9 0 Located in E 1/2, NW 1/4, NE 1/4, Section 10, TIS, RIW, UTE MERIDIAN Mesa County, Colorado Wayne H. Lizer
Registered Professional Land Surveyor
F.E., P.L.S. 14113 MESA COUNTY BRASS CAP SET PIN W/CAP MARKED PEPLS 14113 SET PIN W/CAP IN CONCRETE MARKED PEPLS 14113 **第**45 W.H. LIZER & ASSOCIATES ENGINEERING & SURVEYING 576 25 ROAD, UNIT 8, 241-1129 GRAND JUNCTION, COLORADO 61505



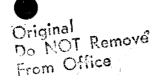


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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by COLONY ENTERPRISES, a Colorado joint venture, hereinafter referred to as "Declarant."

WITNESSETH:

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

Real property situate in the E1/2 of the NE1/4 of Section 10, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, and being more particularly described as follows:

Colony Park Filing No. 1, City of Grand Junction,

known as Colony Park Filing No. 2, a Replat of Colony Park Filing No. 1;

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

<u>Section 1</u>. "Association" shall mean and refer to Colony Park Townhomes Homeowners Association, 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.

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:

All of Block 1 except Lots 1 through 8 All of Block 2 except Lots 1 through 4

All of Block 3 except Lots 1 through 10

and the private road known as Cider Circle.

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 Colony Enterprises, a Colorado joint venture, 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. Owner's 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 suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

<u>Section 2</u>. <u>Delegation of Use</u>. Any Owner may delegate, in accordance with the bylaws, his or her right of enjoyment to the Common Area to the members of his or her family, his or her 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.

<u>Section 2</u>. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, who 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. Class B member(s) shall be the Declarant who 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 January 1, 1993.

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: (a) annual assessments or charges; and (b) 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 or her successors in title unless expressly assumed by them.

- <u>Section 2. Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively:
 - (a) to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area;
 - (b) to improve and maintain the exterior improvements of the Properties and the building units located upon the Properties;
 - (c) to obtain, for the mutual benefit of the respective Owners and the Association, fire insurance and an extended coverage endorsement with a reputable and recognized company, covering the Properties, in an amount equal to one hundred percent (100%) of their replacement value. Proceeds of any such insurance in the event of fire or other casualty shall be payable to the respective Owner(s) and the Association;
 - (d) to procure and maintain for the mutual benefit of the respective Owners and the Association public liability insurance of not less than Five Hundred Thousand Dollars per person for bodily injury, and not less than Five Hundred Thousand Dollars per accident for bodily injury, and not less than One Hundred Thousand Dollars per accident for property damage;
 - (e) to pay irrigation water fees and other charges incidental thereto.
- - (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 five percent (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 five percent (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 Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (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 six percent (6%) 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 or her 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

<u>Section 1</u>. <u>Enforcement</u>. 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.

<u>Section 4. Annexation.</u> 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

on area, and amendons and Restriction	dment of this Declaration of Covenants, ons.
	the undersigned, being the Declarant its hand and seal this day of
	COLONY ENTERPRISES, a Colorado joint venture
	By Kenneth B. Milyard, Jr. Joint Venturer
	ByRobert V. Turner, Joint Venturer
	By

W.H. LIZER & ASSOCIATES

Engineering Consulting and Land Surveying 576 25 Road, Unit #8 Grand Junction, Colorado 81505 241-1129

#45 90

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De MOT Remove
From Office

September 4, 1990

DRAINAGE REPORT
FOR
COLONY PARK FILING NO. 2
A REPLAT OF COLONY PARK FILING NO. 1
GRAND JUNCTION, MESA COUNTY, COLORADO

GENERAL

Colony Park Filing No. 2 is located on the South side of Patterson ("F") Road, approximately 1000 feet East of 25 1/2 Road. This proposed replat is bounded on the West by Pomona Elementary School, on the North by "F" Road, and on the South and East sides by vacant land.

The property drains from Northeast to Southwest at an approximate slope of 0.50%.

There is essentially no exterior stormwater contribution to the site.

METHOD OF ANALYSIS

The Rational Method was used to determine the amount of storm runoff, using the formula, $Q = CC_fIA$, since this is a very small area,

where Q = runoff in cfs

C = runoff coefficient

 C_f = rainfall frequency factor = 1 for a 10-year storm

I = rainfall intensity (in./hr.)

For the historic runoff, a value of 0.37 was used for "C" for an unimproved area.

For runoff after development, a value of $0.70~\rm was$ used for "C", which was determined by the composit method.

The area used for both historical and after development was 3.2 acres, which includes Cider Mill Road, unimproved at the present time.

W.H. Lizer & Associates Drainage Report for Colony Park Filing No. 2 September 4, 1990

Page 2

Runoff coefficients for the developed area, which includes the proposed structures, driveways, paving on Cider Circle and paving and sidewalks on Cider Mill Road, and landscaping in the "Private Open Space", was determined to be 0.83 for asphalt, concrete, and roofs, and 0.25 for the landscaped areas.

There is approximately 2.5 acres in asphalt, concrete, and roofs, and 0.7 acres in landscaping. There is no exterior contribution.

A 10-year frequency storm was used for computing the historic rate of runoff, runoff after development, and for sizing the storm retention area.

Values of "I" were determined from intensity duration curves for the Grand Junction area (graph attached).

COMPUTATIONS

Historic

$$T_{c} = \frac{1.87 (1.1 - C)D^{\frac{1}{2}}}{S^{1/3}}$$

where T_c = Time of Concentration, minutes

S = Slope of Basin, %

C = Rational Method Runoff Coefficient

D = Length of Basin, feet

or $T_c = \frac{1.87 (1.1 - 0.37)(520)^{\frac{1}{2}}}{(0.5)^{1/3}}$

= 39 min.

From Graph,
$$I_{10} = 1.3$$

$$Q_{10} = CC_fIA = (0.37)(1)(1.3)(3.2)$$

= 1.5 cfs

W.H. Lizer & Associates Drainage Report for Colony Park Filing No. 2 September 4, 1990

Page 3

Runoff After Development

Composit Runoff Factor

$$\frac{\text{CiAi}}{\text{A}_{t}} = \frac{(0.83)(2.5) + (0.25)(0.7)}{3.2}$$

$$= 0.70$$

$$T_{c} = \frac{1.87 (1.1 - 0.70)(520)^{\frac{1}{2}}}{(0.5)^{1/3}}$$

$$= 21.5 \text{ min.}$$
From Graph, $I_{10} = 1.8$

$$Q_{10} = \text{CC}_{f}IA = (0.70)(1)(1.8)(3.2)$$

$$= 4.0 \text{ cfs}$$

A Detention Area is required which will be located West of Lots 8 and 9, Block 3, of the proposed subdivision.

The Detention Volume was determined by the Triangular Method:

$$V = T_{C} \frac{(Q_{d} - Q_{h})^{2}}{Q_{d}} \quad \text{where } V = Volume \ \text{to be stored, cu.ft.}$$

$$T_{C} = \text{Time of Concentration (for historic area), min.}$$

$$Q_{d} = \text{Maximum runoff rate when fully developed, cfs}$$

$$Q_{h} = \text{Maximum release rate for design storms under conditions prior to development, cfs}$$

or
$$V = \frac{39(4.0 - 1.5)^2}{4} 60$$

= 1462 cu.ft.

W.H. Lizer and Associates
Drainage Report for Colony Park Filing No. 2
September 4, 1990

Page 4

A Detention Basin 1.5 feet deep with side slopes of 2:1 having average dimensions of 31' x 31' at 9 inches above the bottom of the detention basin will be required or a basin of equivalent size.

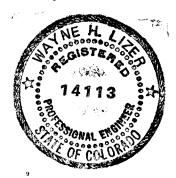
One 10-inch diameter PVC pipe will be required to dischage stormwater

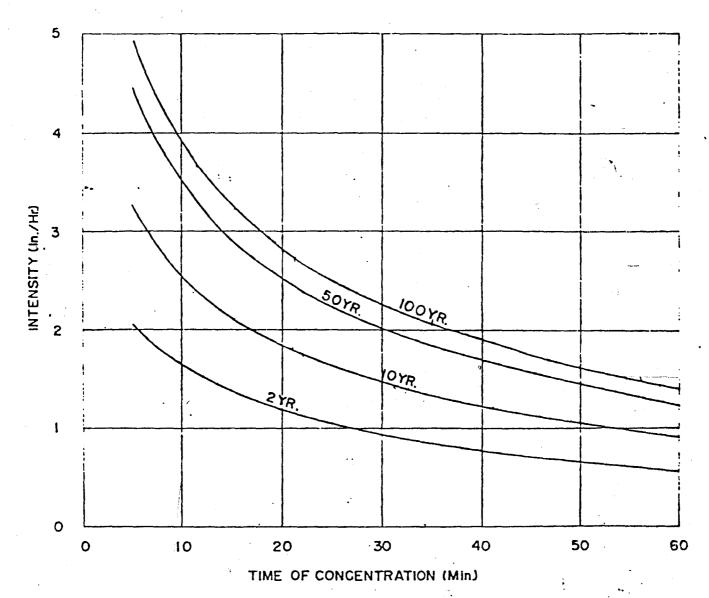
One 10-inch diameter PVC pipe will be required to dischage stormwater from the detention pond to a stormwater drop inlet on the South side of "F" Road located Easterly of the Northwest corner of the property.

Respectfully submitted,

Wayne H. Lizer P.E., P.L.S

WL/sl Attachment





INTENSITY DURATION CURVES GRAND JUNCTION, COLORADO

REVIEW SHEET SUMMARY

FILE NO. #45-90

TITLE HEADING: Colony Park Filing No. 2

ACTIVITY: Replat & Amended Final Plan for Colony Park Filing No. 2 - 22 units, 7.6 units per acre

PETITIONER: Robert Turner/Colony Enterprises

REPRESENTATIVE:

LOCATION: South of Patterson Road approximately 1,000 feet east of 25 1/2 Road

PHASE: Final & Amended

ACRES: 2.874

PETITIONER'S ADDRESS: 599 25 Road, Grand Jct 81505

ENGINEER: Wayne H. Lizer, P.E., P.L.S.

RESPONSE MECESSARY

STAFF REPRESENTATIVE: Kathy Portner

by NOV 2 1996

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO THE FIRST SCHEDULED PUBLIC HEARING.

CITY POLICE DEPARTMENT J.E. Hall 244-3577

10/15/90

Do not anticipate this project would cause any adverse impact on the Police Department.

CITY FIRE DEPARTMENT

10/19/90

George Bennett 244-1400

The following requirements are to be met:

FIRE FLOW REQUIREMENTS: A water supply capable of providing a minimum of 2,500 G.P.M. must be provided.

ACCESS: This appears to be adequate. If on street parking is allowed, wider access will be required. Cider Circle is to be posted "NO PARKING."

If you have any questions, please contact our office.

U.S. WEST 10/8/90 Leon Peach 244-4964

New or additional telephone facilities necessitated by this project may result in a "contract" and up-front monies required from developer, prior to ordering or placing of said facilities. For more information, please call Leon Peach 244-4964.

CITY PARKS & RECREATION DEPARTMENT
Don Hobbs 244-1545

10/17/90

We will need open space fees based on 22 units at \$225.00 each = \$4,950.

I also question planting an Austrian Pine in a water retention area.

FILE NO. 45-90 Page 2 of 4

UTE WATER 10/11/90 Gary Matthews 242-7491

NO OBJECTIONS. Ute Water has a 8" AC line on the north side of F Road.

PUBLIC SERVICE 10/11/90 Carl Barnkow 244-2790

GAS & ELECTRIC: No objection to plat.

CITY ATTORNEY 10/17/90 <u>Dan Wilson 244-1505</u>

- I have several suggested changes to the "Declaration" the drafter or owner should contact me to discuss the changes.
- City water supply for domestic/fire is required by City Ordinance, unless Utility Manager deems it impracticable.
- 3. Zero foot setback on "F" Road seems insufficient.
- 4. Need lender consent to the process.
- Will power, gas, cable need to be installed; if so, improvements agreement needs to include these along with costing.
- 6. Landscaping costs need to be part of improvements guarantee.
- 7. Replat see notes on attached copy.

*** See Attachment "A"

CITY ENGINEER 10/18/90 <u>Don Newton 244-1559</u>

I am strongly opposed to private streets in a residential development where the homeowners will be responsible for repair and maintenance of the streets. The proposed street improvements on Cider Circle do not meet minimum City standards. All streets and rights-of-way should be dedicated to the public. Construction drawings should be drawn using City drafting standards. Submit pavement designs calculations.

Storm drainage detention should be within the streets and not in the utility easement. The proposed detention area would obstruct access and affect utilities in the easement.

I would propose a joint effort between the City, Grand Junction Drainage, and the petitioner to upgrade the existing drainage pipe along the west side of the property. This would eliminate the need for three separate drainage systems. I am available to discuss these issues.

CITY UTILITIES ENGINEER 10/16/90 Bill Cheney 244-1590

Sanitary Sewer Plan:

- 1. No rim elevations shown.
- 2. Minimum cover of three feet required over all sewer lines.

CITY UTILITIES ENGINEER - continued Bill Cheney 244-1590

10/16/90

- conflict with water services and sewer line because of depth of sewer needs to be resolved.
- Existing line and reference to existing manhole not shown on plan view.
- 5. No flow line or invert shown for manhole 1B.
- 6. No construction details or compaction standards noted.
- 7. No service detail or manhole detail shown.
- 8. No sewer services allowed into manhole 1B or other manholes.
- 9. Show vertical scale on side of drawing.
- Line into existing interceptor has to be above spring line of pipe.
- 11. There needs to be at least .05 feet fall from north to south across manhole 3A.

Development Plan:

- 1. No plan shown for getting water line across Patterson Road.
- 2. No irrigation system shown for maintenance of open space.
- 3. Show connection of 10 inch storm sewer to drop inlet and has approval been obtained from the drainage district for this connection?

GRAND JUNCTION DRAINAGE 10/12/90 Harley Bauer 242-4343

The storm retention area as drawn is not acceptable. As this area is used by the Drainage District for heavy equipment.

The developer needs to upgrade the exist tile line and dedicate a public access road for the utility easement.

A better drainage plan is needed not just for the site under development but for the whole drainage basin.

CITY PROPERTY AGENT 10/17/90 Tim Woodmansee 244-1565

I am concerned about Cider Circle not being a public road. Failure by the Association to properly maintain the road surface would seriously affect ingress and egress for emergency vehicles, trash and postal service. Being a private roadway, it will constitute a private parcel and will be subject to general property taxes. Has this been considered?

Bearing should be given for south line of Patterson Road. Bearing for eastern boundary is labeled S00°01"35"W and should read S00°01'35"W. What is bearing of northeasterly course of utility and drainage easement at western boundary and where does it intersect Lot 1 of Block 3?

All exterior boundary points should be set in concrete and labeled as such on the plat. Inadequate information is presented for future retracement of lot lines and corners.

COMMUNITY DEVELOPMENT DEPARTMENT 10/23/90 Kathy Portner 244-1446

- o It is not clear on the plat as to what roads are being proposed as private and public.
- o Private roads in residential subdivisions are discouraged.
- o Plat does no show the names of the two east-west roads between Cider Circle and Cider Mill Road.
- o Would like to see the zoning changed from PR-10 to PR-7.6 to reflect the planned decrease in density.
- o Curve data is required for the internal street corners (6-8-2.A.1.j.).
- o A table showing percentages and quantities of land areas in lots, streets, common open space is required on the plat (6-8-2.A.1.c).
- o A book and page number could be added to the legal description shown on the plat to clarify it.
- o Need clearer symbol on the plat for permanent reference monuments for external boundary as well as for Lot and Block monuments (6-8-2.A.3.a & b).
- o An elevation benchmark is required on the plat (6-8-2.A.3.c.)
- o What type of ground cover is being proposed for the common open space? How will it be maintained?
- o The site plan must include all building setbacks or building envelopes. The approved site plan will be recorded with the plat.
- o The site plan should include a statement requiring Architectural Control Committee written approval for all construction.
- o Landscaping improvements should be included in the Improvements Agreement.
- o An Improvements Guarantee will be required.
- o Maximum building elevations need to be shown on the site plan.
- o The location of the proposed fence/wall must be shown on the site plan. Construction of the wall should be included in the Improvements Agreement.
- o Detailed irrigation plans need to be submitted and reviewed and approved by the City and Grand Valley Irrigation. Irrigation system improvements must be included on the Improvements Agreement.



Alco Building Company, Inc.

October 31, 1990

BROWLAND GRAND JUNGTICH

NOV 0 5 1990

Kathy Portner Community Development Dept. 250 Nth 5th St. Grand Junction, CO. 81501

Dear Kathy,

Pursuant to our discussion regarding the replat and amended Final Plan for Colony Park Filing No. 2, the petitioner, Colony Enterprises, has chosen to withdraw the application and submit at a later date.

We will respond to the deficiencies and comments submitted by the various agencies upon re-submittal.

We apologize for any inconvenience this may cause and thank you for your cooperation.

Respectfully submitted,

Colony Enterprises Robert V. Turner



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