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File 1991-0029

Name: Fountainhead Annexation

P **S** A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS
r **c** retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development
e **a** file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will
s **n** be found on the ISYS query system in their designated categories.
e **n** Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page.
n **e** Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for
t **d** the contents of each file.

X	X	Table of Contents
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DOCUMENT DESCRIPTION:

X		Power of Attorney - ** Book 1563 / Page 198	X	X	City Council Minutes - ** - 7/17/91, 8/7/91, 9/3/91
X	X	General Power of Attorney - ** - not recorded	X	X	Letter form Mike Joyce to Bennett Boeschstein re: Impact report - 7/24/91
X	X	Project Narrative	X		Mesa County Board of Health Minutes - 7/25/91, 8/22/91
X	X	Authoritative for Document Release	X	X	Action Sheet - 9/3/91
X	X	Development Application	X	X	Ordinance No. 2527 - **
X	X	Petition for Annexation	X	X	Agreement - 5/21/91 - not recorded
X	X	Agreement - 5/21/91	X	X	Notice - time for compliance with the terms of the agreement has not yet started - 12/2/91
X	X	Development Improvements Agreement	X	X	Letter from Jim Shanks to J.R. Studebaker re: cost of adjacent street improvements - 12/18/91
X	X	Power of Attorney and Sewerage Service Agreement	X	X	Letter from Larry Beckner to Jim Shanks re: Assignment for sewer reimbursements - 4/23/92
X	X	Memo from Karl Metzner to All Dept. Heads re: Fountainhead Annexation Impact Statement - 6/5/91	X	X	Assignment - 11/22/91 - not recorded

A



Receipt # _____

Date Rec. _____

Received By _____

DEVELOPMENT APPLICATION

We, the undersigned, Being the owners of property situated in Mesa County, State of Colorado, as described on the attached legal description form do hereby petition this:

Type of Petition	Sq.Ft	Phase	Common Location	Zone	Type of Usage
<input type="radio"/> Subdivision Plat/Plan		<input type="radio"/> Minor <input type="radio"/> Major			
<input checked="" type="radio"/> ZONE OF ANNEXATION			FOUNTAIN HEAD ANNEX NORTH OF G ROAD BETWEEN 24 & 25 1/4 MI	PR & RSF-RTO	
<input type="radio"/> Planned Development		<input type="radio"/> ODP <input type="radio"/> Prelim <input type="radio"/> Final			
<input type="radio"/> Conditional Use					
<input type="radio"/> Hwy-Oriented Development				H.O.	
<input type="radio"/> Text Amendment					
<input type="radio"/> Special Use					
<input type="radio"/> Vacation					<input type="radio"/> Right-of-way <input type="radio"/> Easement

PROPERTY OWNER DEVELOPER REPRESENTATIVE

N/A ZONE of ANNEXATION INITIATED BY CITY OF G.J.
 Name Name Name

Address Address Address

City/State City/State City/State

Business Phone # Business Phone # Business Phone #

Note: Legal property owner is owner of record on date of submittal.



WE HEREBY ACKNOWLEDGE THAT WE HAVE FAMILIARIZED OURSELVES WITH THE RULES AND REGULATIONS WITH RESPECT TO THE PREPARATION OF THIS SUBMITTAL, THAT THE FOREGOING INFORMATION IS TRUE & COMPLETE TO THE BEST OF OUR KNOWLEDGE, AND THAT WE ASSUME THE RESPONSIBILITY TO MONITOR THE STATUS OF THE APPLICATION AND THE REVIEW SHEET COMMENTS. WE RECOGNIZE THAT WE OURSELVES, OR OUR REPRESENTATIVE(S) MUST BE PRESENT AT ALL HEARINGS. IN THE EVENT THAT THE PETITIONER IS NOT REPRESENTED, THE ITEM WILL BE DROPPED FROM THE AGENDA, AND AN ADDITIONAL FEE CHARGED TO COVER RE-SCHEDULING EXPENSES BEFORE IT CAN AGAIN BE PLACED ON THE AGENDA



Signature of person completing application Date

Signature of property owner(s) - attach additional sheets if necessary

PETITION FOR ANNEXATION

WE THE UNDERSIGNED do hereby petition the City Council of the City of Grand Junction, State of Colorado, to annex the following described property to the said City:

FOUNTAINHEAD ANNEXATION

Lots 50, 53 through 61 and 63 of Pomona Park Subdivision, Section 33 and Section 34 T1N R1W

and

all of the replat of Fountainhead Subdivision, except Lot 1, Block 3, Section 33 T1N R1W, lying east of the east R.O.W. line of 24 1/2 road as platted in said subdivision

and

all of the G road R.O.W. lying North of the South line of Section 33 T1N R1W, and North of the South line Of Section 34 T1N R1W for a distance of 660 ft. east of the west line said Section 34.

As ground therefor, the petitioners respectfully state that annexation to the City of Grand Junction, Colorado is both necessary and desirable and that the said territory is eligible for annexation in that the provisions of the Municipal Annexation Act of 1965, Section 31-12-104 and 31-12-105 CRS 1973 have been met.

This petition is accompanied by four copies of a map or plat of the said territory, showing its boundary and its relation to established city limits lines, and said map is prepared upon a material suitable for filing.

Your petitioners further state that they are the owners of more than fifty percent of the area of such territory to be annexed, exclusive of streets, alleys and city owned lands, and they total more than fifty percent of the landowners within the territory; that the mailing address of each signer and the date of signature are set forth hereafter opposite the name of each signer, and that the legal description of the property owned by each signer of said petition is attached hereto.

WHEREFORE these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance.

All of the replat of Fountainhead Subdivision, except Lot 1, Block 3, as recorded in Book 13 Page177 of the Mesa County Clerk and recorder, lying east of the east R.O.W. line of 24 1/2 road as platted in said subdivision.

J.R. Studebaker

NAME

J.R. Studebaker

SIGNATURE

3154 LAKESIDE DR. #103
GRAND JUNCTION, CO. 81506

ADDRESS

5/21/91

DATE

Lots 53, 54, 55, 56 of Pomona Park Subdivision, Section 33, T1N R1W

Benerita Urruty

NAME

Neva B. Lockhart CMC

Benerita Urruty by
thier attorney in
fact City Clerk, Neva
B. Lockhart, pursuant
to POA recorded at
Book1563 Page198

2402 G road, Grand Junction, Co

ADDRESS

5/22/91

DATE

NAME & ADDRESS	DESCRIPTION	SIGNATURE
Payton Roberson 1517 Sunset Ln, G.J. Co.	Lot One Payton Sub.	_____
Clifton L. Mays 774 Old Orchard Rd. G.J. Co.	Lot Two Payton Sub.	_____
Clifton L. Mays 774 Old Orchard Rd. G.J. Co.	Lot Three Payton Sub.	_____
Payton Roberson 1517 Sunset Ln, G.J. Co.	Lot Four Payton Sub.	_____
Lenny J. Hartter PO Box 3348 G.J. Co.	Lot 1 Golden Meadows Est. Sub.	_____
Clarence Koele 712 24 3/4 rd G.J. Co.	Lot 2 Golden Meadows Est. Sub.	_____
Phillip E. Hagen 714 24 3/4 rd. G.J. Co.	Lot 3 Golden Meadows Est. Sub.	_____
Marvin A. Meyers 2846 Hartford Ave G.J. Co.	Lot 4 Golden Meadows Est. Sub.	_____
Donald J. Borgman 3205 D 3/4 rd G.J. Co.	Lot 5 Golden Meadows Est. Sub.	_____
William C. Boydston 2454 G. rd. G.J. Co.	Lot 1 Boydston Minor Sub.	_____
Ethel A. Boydston 2454 G. rd. G.J. Co.	Lot 2 Boydston Minor Sub.	_____
Linda A. Yeager 2466 G. rd G.J. Co.	West 132 ft. of SE1/4SW1/4Se1/4 Sec. 33 T1N R1W	_____
FEN-D Partnership 805 Chicago St. Toledo Oh.	East1/2 Lot 58 Pomona Park Sub.	_____

Lot 57 and the west 1/2 lot 58 Pomona Park Sub. section 33 T1N R1W except, beginning at the SW Corner of said lot57 thence North 209 ft, thence east 209 ft., thence south 209 ft. thence west 209 ft. to beginning.

Michal Mendicelli
NAME

SIGNATURE

2426 G road

DATE

Beginning at the SW Corner lot 57 Pomona Park Sub. Section 33 T1N R1W thence north 209 ft. thence east 209 ft. thence south 209 ft. thence west 209 ft. to beginning.

Michal Mendicelli
NAME

SIGNATURE

2426 G Road

DATE

Lot 63 Pomona Park Sub. sec. 34 T1N R1W except beginning S 89deg 50min E 379 ft. from the SW Corner of said section 34 thence S 89deg 50min E 280 ft. thence North 658.44 ft. thence N 89deg 50min W 659 ft. thence South 480.34 ft. thence S 89deg 50min. E 379 ft. thence South 178.1 ft. to beginning.

Richard H. Powell
NAME

SIGNATURE

702 25 road
ADDRESS

DATE

Beginning S 89deg 50min E 379 ft. from the SW Corner Section 34 T1N R1W thence S 89deg 50min E 280 ft. thence North 658.44 ft. thence N 89deg 50min W 659 ft. thence South 480.34 ft. thence S 89deg 50min. E 379 ft. thence South 178.1 ft. to beginning except ROW on south and west.

Richard H. Powell
NAME

SIGNATURE

702 25 road
ADDRESS

DATE

STATE OF COLORADO)
) SS
COUNTY OF M E S A)

AFFIDAVIT

KARL G. METZNER, of lawful age,
being first duly sworn, upon oath, deposes and says:

That he is the circulator of the foregoing petition;
That each signature on the said petition is the
signature of the person whose name it purports to be.

Karl Metzner

Subscribed and sworn to before me this 22nd day of
May, 1991.

Witness my hand and official seal.

Theresa S. Martinez
Notary Public
250 N. 5th St. Grand Jet CO
Address

My Commission expires: 6-13-91

PROJECT NARRATIVE

ZONE OF ANNEX FOUNTAINHEAD ANNEX TO PR AND RSF-R

Fountainhead Annex is located north of G rd. between 24 and 25 1/4 rd. The annex contains the platted Fountainhead Subdivision as well as a number of low density subdivisions and large unplatted parcels. With the exception of the proposed construction of Fountainhead Subdivision the character of the area is primarily large lot residential and agricultural. The annexation agreement with the developer of Fountainhead specifies a zoning which is basically equivalent to the previous platted density, thus the zoning proposed for this development is PR, Planned Residential, with a total maximum density of 12 units per acre.

At the public hearing on this annexation , concern was expressed by some property owners in the remainder of the annexed area that they be able to continue their traditional agricultural practices, particularly in being able to maintain livestock. These properties are being proposed for RSF-R Zoning. RSF-R is the City's least dense residential zoning (2 units per acre) and permits agricultural uses typical of a rural area. In the future, as the area may become attractive for higher density types of development rezoning requests may be entertained on a case by case basis.

To: All Department Heads *KOM*

From: Community Development, Karl Metzner

Date: June 5, 1991

Re: Fountainhead Annexation Impact Statement

Fountainhead is a proposed annexation located north of G road between 24 road and approximately 25 1/4 line (see attached location map). This annexation is over 10 acres; therefore an impact statement must be filed with the County Commissioners.

Each department should prepare a short report identifying estimated costs and revenues of annexation and services that will be provided to the area annexed. Please submit this information to the Community Development Department by ~~March 8, 1991~~ *July 8, 1991*.

The following base information may be helpful:

Population and housing units	10 d/u
Approximate area of annexation	approx. 140 acres
Est. street milage:	
G road North 1/2	1 1/4 miles

Existing land use:

Single family homes and agricultural uses predominate in area. Most of the parcels are over 2 acres in size with the largest ownership being almost 40 acres.

Future land use:

Future land uses in this area are expected to be in accordance with the northwest area plan. Parcels adjacent to 24 road can be expected to develop with business/commercial uses oriented towards traffic on 29 and G roads as well as possible regional commercial uses. The remainder of the annexed area is expected to be residential with average densities not exceeding 6 units per acre.

FOUNTAINHEAD ANNEXATION IMPACT STATEMENT
REVENUES

DESCRIPTION	FORMULA	AT ANNEXATION	ADDITIONAL PROJECTION IF 31 UNITS ARE BUILT 1ST YEAR OF DEVELOPMENT
1) Property taxes	City levy - RFD levy * assessed valuation	0	2,757
2) Sales/use taxes:			
Businesses	estimates from survey	0	0
Auto purchases	1/4 of homes * \$10,000 * 2.75%	688	2,131
Appliances	purchases of \$140 per household	1,400	4,340
Building materials	7.4% * assessed val. * 2.75%	0	536
3) County sales taxes	no change		
4) Franchise fees:			
Public Service	21.739 per household/business	217	674
Cable TV	4.194 per house hold	42	130
5) Motor Vehicle Specific Ownership Taxes - no increase			
6) Highway users taxes	4,242.53 per mile	5,303	0
7) Cigarette taxes	increase by % increase of city sales tax	0	0
8) Lottery	3.275862 per person	74	231
9) Development fees	Community Development Dept. estimate	??	??
10) Interfund service charge 5% of trash fee increase		MINIMAL	MINIMAL
11) Mineral leasing	1.03448 per person	23	73
12) Addl. Motor Vehicle Reg. & App. Highway Reg. Fees	3.48276 per person	79	245
	TOTAL	7,827	11,116



Grand Junction Community Development Department
Planning • Zoning • Code Enforcement
250 North Fifth Street
Grand Junction, Colorado 81501-2668
(303) 244-1430 FAX (303) 244-1599

July 9, 1991

Dear Property Owner:

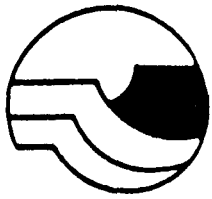
Mesa County records show that you own property within an area proposed for annexation to the City of Grand Junction. The Grand Junction City Council will hold a public hearing on this proposed annexation, known as the Fountainhead Annexation, on July 17th at 7:30 p.m. in the City/County Auditorium at 520 Rood Avenue.

You are invited to attend this hearing and provide any input you may have regarding this annexation. If you have any questions prior to the hearing, please call me at 244-1439.

Sincerely,

A handwritten signature in black ink, which appears to read "Karl G. Metzner".

Karl G. Metzner
Planner



Mesa County Department of Public Works
Division of Planning

(303) 244-1636

750 Main Street P.O. Box 20,000 • Grand Junction, Colorado 81502-5022

July 24, 1991

Mr. Bennett Boeschstein, AICP
Community Development Director
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501-2668

RE: Fountainhead Annexation Impact Report

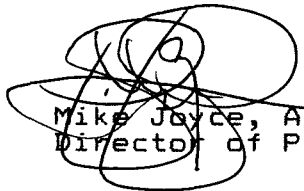
Dear Bennett:

The County Commissioners have asked the staff to review the Fountainhead Annexation Impact Report prepared by the Community Development Department and sent to them on July 18, 1991. The Commissioners, as well as the staff, have specific questions concerning the manner in which 24 Road, the area between Lots 56 and 57 of Pomona Park Subdivision, 24 1/2 Road, 24 3/4 Road and 25 Road are excluded in the proposed annexation. There is also a question concerning if the north half of G Road is included in the proposed annexation.

One of the County's concerns is the same as Captain Harvey Gorby, Operations Division Commander of the Grand Junction Police Department in a memorandum to Karl Metzner on July 8, 1991. Captain Gorby states "...annexing the property with out annexing the streets leads to jurisdictional problems when it comes to law enforcement services." Other concerns deal with maintenance of the roads and utilities.

Please look into these concerns so that we may complete our review of the proposed Fountainhead Annexation. If you have any questions or comments, please feel free to call me at 244-1642. Thank you for your help in this matter.

Sincerely,


Mike Joyce, AICP
Director of Planning

cc: Mark Eckert
Bob Carman
Lyle Dechant

REVIEW SHEET SUMMARY

(Page 1 of 1)

FILE NO. 29-91 **TITLE HEADING:** FOUNTAINHEAD

ACTIVITY: Zone of Annexation to PR and RSF-R

PETITIONER: City of Grand Junction

LOCATION: North of G Road from 24 to 25 1/4 Road

STAFF REPRESENTATIVE: Karl Metzner 303-244-1439

NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED BY AUGUST 30, 1991.

City Police Department 8/7/91
Capt H.L. Gorby 244-3577

The workload of the Police Department has reached the point that may require additional manpower and equipment if we are to maintain the quality of service we now provide

City Property Agent 8/5/91
Tim Woodmansee 244-1565

No comment.

City Fire Department 8/6/91
George Bennett 244-1400

Fire hydrants in Fountainhead are ok. The fire hydrants along G Road are inadequate at this time. (See annexation map.)

Utilities Engineer 8/12/91
Bill Cheney 244-1590

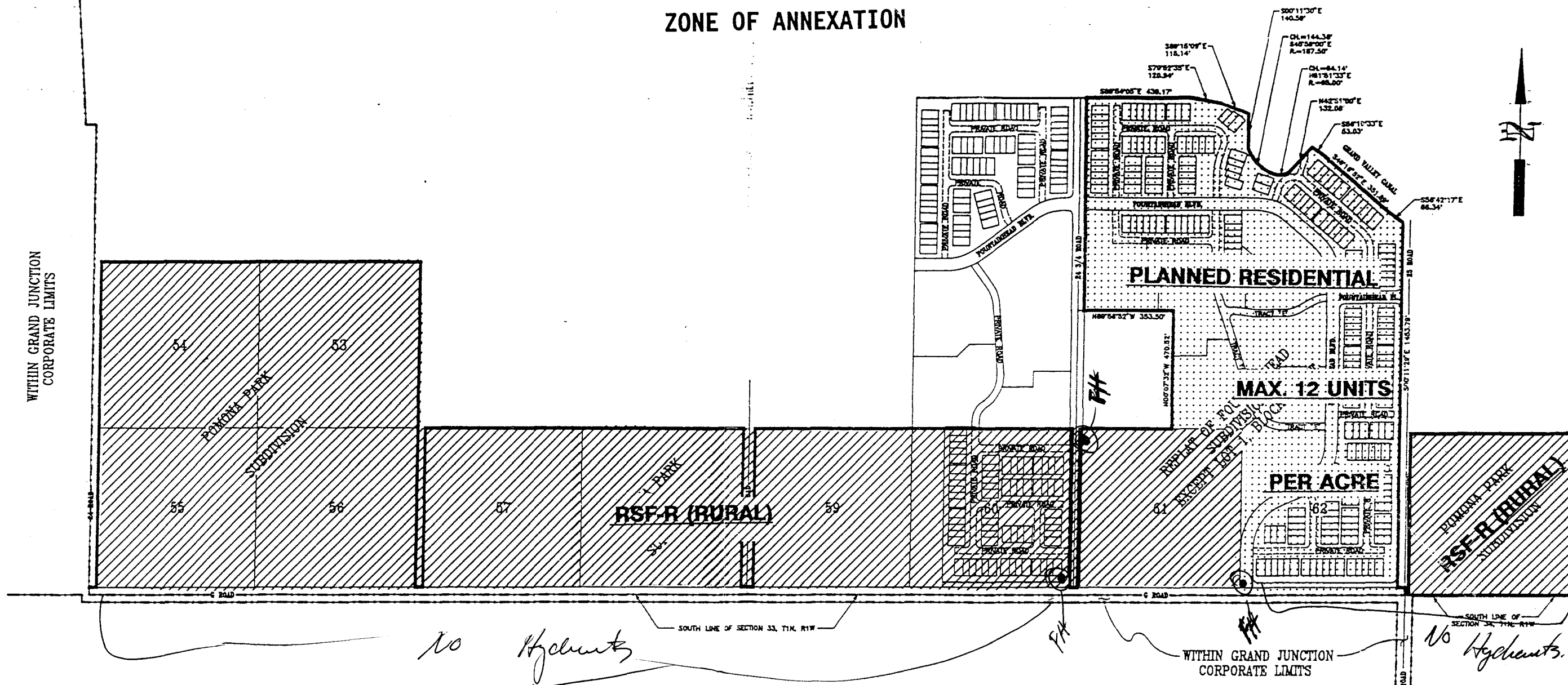
There are no available city utilities in between 24 Road and 25 1/4 Road north of G Road to the interstate. No other comments.

City Engineer 08/19/91
Don Newton 244-1559

Why are road rights-of-way not being included in annexation boundary?

FOUNTAINHEAD ANNEXATION

ZONE OF ANNEXATION



DESCRIPTION

LOTS 53 THROUGH 61 AND 63 OF POMONA PARK SUBDIVISION, SECTION 33 AND SECTION 34 T1N, R1W

AND

ALL OF THE REPLAT OF FOUNTAINHEAD SUBDIVISION, EXCEPT LOT 1, BLOCK 3, SECTION 33, T1N, R1W, LYING EAST OF THE EAST R.O.W. LINE OF 24 3/4 ROAD AS PLATTED IN SAID SUBDIVISION

AND

ALL OF G ROAD R.O.W. LYING NORTH OF THE SOUTH LINE OF SECTION 33, T1N, R1W, AND NORTH OF THE SOUTH LINE OF SECTION 34, T1N, R1W FOR A DISTANCE OF 660 FT. EAST OF THE WEST LINE OF SAID SECTION 34.

LEGEND

- Annexation Boundary
- - - - - Existing City Limits

AREA OF ANNEXATION

Annexation Perimeter	22,752.58 FT.
Contiguous Perimeter	5,327.24 FT.
Area in Square Feet	5,933,856.69
Area in Acres	136.22

ORDINANCE NUMBER

EFFECTIVE DATE

The Description(s) contained herein have been derived from subdivision plats and deed description as they appear in the office of the Mesa County Clerk and Recorder. This plat does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

J. Don Newton, City Engineer

REVISION	DESCRIPTION	DATE	DRAWN BY	KADEL	DATE	5/01	SCALE	PLAN	PROFILE
REVISION			CHECKED BY		DATE		HORIZ	1"=200'	HORIZ
REVISION			APPROVED BY		DATE		VERT.		
REVISION			FIELD BOOK NO.		PAGE				

DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION
CITY OF GRAND JUNCTION, COLORADO

FOUNTAINHEAD ANNEXATION

SHEET NO. _____
OF _____
FILE NO. _____
FOUNTAINHEAD


December 2, 1991

NOTICE

To whom it may concern:

An improvements agreement was filed in Book 1838, page 571, on May 22, 1991 in the records of the Mesa County Clerk & Recorder.

The time for compliance with the terms of the agreement has not yet started.


Bennett Boeschenstein
Director, Community Development

[dwjrnoti]



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

December 18, 1991

J.R. Studebaker
c/o Stacy Carpenter
3154 Lakeside Drive
Grand Junction, CO

Re: Fountainhead

Dear J.R.:

We have estimated the cost of the adjacent street improvements for 25 Road and G Road adjacent to Fountainhead subdivision. G Road is classified as a minor arterial. The cost for half street improvements is estimated to be \$80 per lineal foot. 25 Road is classified as a collector street. The cost for half street improvements is estimated to be \$60 per lineal foot. These cost estimates are based on the City's recent costs for street improvements of a similar size and nature.

Please feel free to call if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jim Shanks".

James L. Shanks, P.E.
Director of Public Works and Utilities

xc: Dan Wilson
Bennett Boeschenstein ✓
Don Newton

James M. Robb
Larry B. Beckner
John A. Achziger
Edward J. Nugent

Robb, Beckner, Achziger & Nugent
Attorneys at Law

Suite 850, Valley Federal Plaza
225 North Fifth Street
P.O. Box 220
Grand Junction, Colorado 81502
Telephone (303) 245-4300
Telefax (303) 243-4358

Miles Kara
(special counsel)

April 23, 1992

Jim Shanks
City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

*c Ron L
Bennett B } fyi*

RE: Fountainhead

Dear Jim:

Lyle States Construction has completed construction of the sewer line servicing Fountainhead Development. In order to insure that he receive payment from Fountainhead for the construction of the line, States Construction received an Assignment for sewer reimbursements. A copy of this Assignment has been previously provided to the City, but I am now enclosing another copy for your reference.

Mr. States advises me that the City has already paid to him the \$10,000 for the cost of oversizing the offsite sanitary sewer line and which payment is referenced in the Assignment. We are now advised that several property owners are contemplating tapping into the offsite sanitary sewer line and that reimbursements will be made in the near future. The purpose of this letter is to remind the City of the existence of this Assignment and that all payments on the line reimbursements are to be paid to States Construction until such time as he has received full payment for the onsite and offsite sanitary sewer lines.

Sincerely,

Larry Beckner
Larry B. Beckner

LBB:ms
Encl.
cc: Dan Wilson
Lyle States

ASSIGNMENT

THIS ASSIGNMENT is entered into this 22nd day of November, 1991, by and between Fountainhead Development Corporation, a Colorado corporation, as Assignor ("Fountainhead"), and Lyle States Construction, Inc. as Assignee ("States").

RECITALS:

WHEREAS, Fountainhead and States have entered into an agreement for the construction of a sanitary sewer line to service property owned by Fountainhead; and,

WHEREAS, Fountainhead has entered into an annexation and sewer line reimbursement agreement with the City of Grand Junction dated the 21st day of May, 1991, and amended September 30, 1991, ("City Contract"), which provides in part for the City to pay \$10,000.00 for the cost of oversizing the offsite sanitary sewer line and to reimburse to Fountainhead up to 85% of the total cost of construction of the offsite sanitary sewer line, a copy of said City Contract is attached hereto as Exhibit "A"; and,

WHEREAS, Fountainhead has executed a promissory note in the original amount of \$47,909.00 to States as partial payment for the cost of construction of the offsite sanitary sewer line, and States has contracted to provide other construction services to Fountainhead, and as a source of payment of that note and for the other construction work Fountainhead has agreed to assign to States certain payments from the City arising under the terms of the City Contract.

NOW, THEREFORE, in consideration of the Recitals above and the covenants herein contained, the parties agree:

1. Fountainhead does hereby assign to States all rights of payment for reimbursement as set forth in paragraphs 28 and 35 and specifically including payment of \$10,000.00 for the line oversizing and reimbursement for the costs of the sanitary sewer line, as contained in the City Contract. This assignment is to be made as allowed in the terms of the City Contract and is a source of payment on the promissory note between Fountainhead and States in the amount of \$47,909.00, and for any other amounts that may be owed from time to time from Fountainhead to States. All payments under the City Contract shall be paid to States until the note, and any such other sums, have been paid in full. At such time as the note and any other such sums are paid in full, all rights to future reimbursements shall revert back to Fountainhead. Proper notification shall be given to the City.

2. This Assignment of the rights of payment under the City Contract does not relieve Fountainhead or Lambert J. Diettrich from their obligations to make all payments as called for under the

terms of the \$47,909.00 promissory note or other payments as they arise. The assignment of the City Contract is to be considered a collateral source of payment but shall not relieve Fountainhead or Diettrich from their primary obligations.

3. Upon payment in full to States of all notes or other obligations, States agrees to sign such documents as may be required to fully convey back to Fountainhead all interest to further reimbursements under the City Contract.

4. Nothing herein shall obligate States to perform any of the conditions or obligations of Fountainhead under the terms of the City Contract. The only interest obtained by States as a result of this Assignment is to the payments and reimbursements contained therein.

5. Upon commencement of construction of the offsite sanitary sewer line, a copy of this Assignment shall be delivered to the City and the City may rely on such copy for purposes of making all payments under the City Contract to States until such time as the City is notified by States that future payments are to be made to Fountainhead.

6. This Assignment shall be binding on the parties, their heirs, successors and assigns.

DATED the year and day first above written.

FOUNTAINHEAD DEVELOPMENT CORP.

LYLE STATES CONSTRUCTION, INC.

By Fountainhead Development Corp
by JR Stubbaker, Pres.

By Lyle States



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

June 18, 1992

J.R. Studebaker
c/o Stacy Carpenter
3154 Lakeside Drive
Grand Junction, CO 81501

Re: Fountainhead, Phase I Improvements

We have inspected the portions of Fountainhead Boulevard and East Cove Drive and the sewer lines that have been constructed in Phase I of Fountainhead Subdivision and have the following comments.

1. A stop sign needs to be installed at the intersection of East Cove Drive and Fountainhead Boulevard as soon as possible.
2. Record mylar drawings of all public improvements and results of all required testing need to be submitted to this office.

The streets, drainage improvements and sewer lines which have been installed are acceptable and hereby taken over for future operation and maintenance by the City. Final acceptance of these improvements will be subject to a final inspection at the end of a one year warranty which begins today. You will be responsible for the repair or replacement of any defects in materials or workmanship found within the warranty period.

No additional sewer clearances will be issued for building permits until items 1 and 2 above are complete.

3. The construction drawings and quantities list in the improvements agreement include a detached sidewalk on the east side of Fountainhead Boulevard. This sidewalk could be installed in Phase II if you will provide us with a letter committing to do so.

Please feel free to call if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "J. Don Newton".

J. Don Newton
City Engineer

xc: Jim Shanks
Dan Wilson
Karl Metzner
Walt Hoyt
file

COLEMAN, BROWN, WEBSTER & JOUFLAS
ATTORNEYS AT LAW

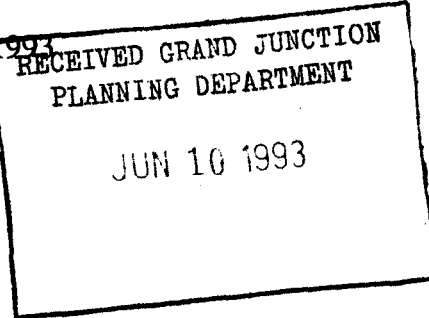
A Partnership including two Professional Corporations
1010 Valley Federal Plaza
P.O. Box 2207
Grand Junction, CO 81502

Joseph Coleman
Baird B. Brown, P.C.
H.K. Webster, P.C.
Gregory Jouflas

Telephone
(303) 243-8250
FAX
(303) 241-1144

Clifford G. Cozier
John Williams

June 9, 1993



Mark Achen
Grand Junction City Manager
250 North 5th Street
Grand Junction, Colorado 81501

Re: May 21, 1991 Agreement between City and Fountainhead Development Corporation

Dear Mark:

Fountainhead Development Corporation retained this law firm to review a May 21, 1991 Agreement and to engage in such activities as may be necessary to insure full performance of that Agreement. This letter is directed to you as the individual identified in the Agreement as being appropriate for receiving formal notices.

A review of the Agreement discloses that Fountainhead imposed a number of restrictions and obligations on its property and agreed to annexation, in return for express commitments from the City. The main commitment from the City, set forth in paragraph 19, provides that:

City services provided on a basis equal to other areas of the City shall begin at the time the property is annexed.

As I understand, despite the unequivocal commitment contained in paragraph 19, the City has not been able to provide one of the most essential services, i.e. water, "on a basis equal to other areas of the City." Rather, Fountainhead has been required to pay tap fees on a basis which is not equal to the City water tap fee applicable to other areas of the City. Fountainhead has also been obligated to abide by Ute Water requirements and specifications which are not equivalent to those applicable in other areas of the City.

I further understand that the City hopes to obtain a successful result in a pending appeal involving a dispute with the Ute Water District. However, the City/Ute dispute does not alter the fact that Fountainhead is presently incurring detriment which it contractually should not be incurring. The purpose of this letter is to put the City on notice that, in accordance with Paragraph 36, the City shall have 30 days from the receipt of this letter to correct its default.

Mark Achen

June 9, 1993

Page 2

While Fountainhead does sympathize with the City's ongoing dispute with the Ute Water District, Fountainhead is now faced with unanticipated expenses because of the City's non-performance of the Agreement. For example, Fountainhead relied upon the City's promise of full performance of the Agreement by annexing the property into the City and installing the infrastructure for water in accordance with the City specifications. Fountainhead proceeded in this manner in good faith reliance upon the City's contractual obligations, as set forth in the Agreement. As noted above, Fountainhead now faces dealing with the Ute Water District, abiding with the Ute Water regulations, and having to pay substantially higher water tap fees. Fountainhead has effectively been deprived of a significant part of the contract benefits Fountainhead was to receive pursuant to the Agreement.

Please initiate whatever action may be necessary for the City to perform in accordance with the Agreement. Fountainhead does not wish to become a party to the City/Ute Water dispute and Fountainhead does not wish to be deprived of its contractual benefits during the pendency of the City dispute with a third party. The Agreement did not condition the City's performance on the City's ability to defeat Ute Water in a court action and did not provide that Fountainhead would be deprived of its contractual benefits because of the outcome of City disputes with Ute Water.

Fountainhead requests that the City compensate Fountainhead for all additional costs and expenses associated with Fountainhead's payment of water tap fees and expenses which exceed the amounts generally charged by the City in other areas of the City. Fountainhead requests compensation for the difference between receiving water "on a basis equal to other areas of the City" and what Fountainhead has been and will be required to pay to install the system and acquire water in accordance with the rules, regulations and tap fees of Ute Water.

Fountainhead would like to resolve the above issues in an amicable and cost effective manner. Consequently, during the 30 day notice provision, Fountainhead, through its representative J.R. Studebaker or this firm, stands ready to meet with representatives of the City in an effort to resolve this matter amicably.

Very truly yours,

COLEMAN, BROWN, WEBSTER & JOUFLAS



JOSEPH COLEMAN

xc: Fountainhead Development Corporation
City of Grand Junction Community Development Director ✓
Dan Wilson, City Attorney

COLEMAN, BROWN & JOUFLAS
ATTORNEYS AT LAW

A Partnership including a Professional Corporation
225 N. 5th Street, Suite 1010
P.O. Box 2207
Grand Junction, CO 81502

Joseph Coleman
Baird B. Brown, P.C.
Gregory Jouflas
John Williams

Danny Jaber

OF COUNSEL
H.K. Webster

Telephone
(303) 243-8250
Telecopier
(303) 241-1144

July 24, 1993

Mark Achen
Grand Junction City Manager
250 North 5th Street
Grand Junction, CO 81501

Re: May 21, 1991 Agreement between City and Fountainhead Development Corporation

Dear Mr. Achen:

As of this date we have not received a written reply to the letter sent to you dated June 9, 1993. The purpose of the letter was to put the City on notice that, in accordance with Paragraph 36, the City had 30 days from June 9th, to correct the default stated in the letter. We have yet to receive a response from the city or witness any action from the City to perform in accordance with the Agreement of May 21, 1991. Fountainhead has been deprived of its contractual benefits for another 30 days.

Please review Mr. Coleman's letter and advise how the issues can be settled in an agreeable and reasonable manner. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

COLEMAN, BROWN & JOUFLAS

Karleen Graves

Karleen Graves
Paralegal

*Dan has taken care of
a response
RP
8/12/93*

xc: Fountainhead Development Corporation
City of Grand Junction Community Development Director
Dan Wilson, City Attorney

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT

AUG 6 1993

File
#29-91



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

August 11, 1994

A. E. Nixon
P.O. Box 55292
Grand Junction, CO 81505

Dear Mr. Nixon,

The Fountainhead Subdivision, which you expressed concern about in your letter, was originally platted on December 29, 1982 when it was still under the jurisdiction of Mesa County. At that time the County zoned it PR-12, Planned Residential, 12 units per acre which zoning remains today. This zone allows condominium and townhouse development.

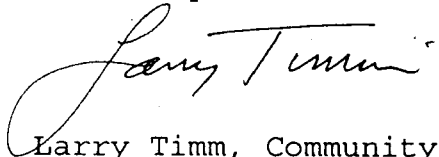
The original proposal for the Fountainhead Subdivision went through a process of public review and public hearings with both the Mesa County Planning Commission and the County Commissioners. At that time the zoning and allowed density in the subdivision were established. The Fountainhead Subdivision was annexed to the City of Grand Junction, by vote of the City Council pursuant to an annexation agreement, on September 8, 1991. The zone of annexation was PR-12, the same zone approved by Mesa County. In response to your letter, all future filings will be handled administratively, which was part of the annexation agreement.

As it now stands, Fountainhead will not be required to go through additional public reviews or hearings for future filings of the subdivision. An exception to this would be if dedicated rights-of-way are vacated. Such a vacation would require a hearing and approval by the City Council.

At this time, the developer can proceed with the construction of condominiums and townhouse residential structures, which is consistent with the approved plan. The City has no method to control whether these become owner-occupied or rental units. The Planned Residential (PR) zone allows a range of residential types and structures provided that the overall density of 12 units per acre is not exceeded. The PR zone is intended to encourage creative residential development that considers site features, public infrastructure investments, and the diverse housing needs of the valley's residents.

I hope this answers your questions regarding future development at Fountainhead. If you have further questions, you may want to contact Tom Dixon, Senior Planner, at 244-1447 or the developer, J.R. Studebaker. His address is:
Fountainhead Development Corporation
P.O. Box 7207
Boulder, CO 80306-7207

Sincerely,

A handwritten signature in cursive script that reads "Larry Timm". The signature is written in dark ink and is positioned above the typed name.

Larry Timm, Community Development Director

cc: File #29-91

A.E. Nixon
P.O. Box 55292
Grand Junction CO 81505

July 21, 1994

Grand Junction Community
Planning Department
Mr. Larry Timm, Director
250 North Fifth Street
Grand Junction CO 81501-2668

Dear Mr. Timm:

My wife and I are residents of the Fountainhead subdivision which is located at 25 and G Roads. That portion of the subdivision in which we are located is known as the Cove at Fountainhead, and consists solely of single family residences.

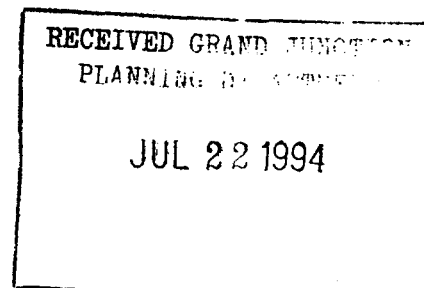
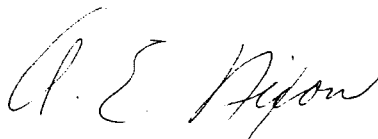
It is our understanding that the most recent plat recorded at the Mesa County Assessor's office shows the remainder of the subdivision as being planned to contain numerous multi-family homes. This plat was drawn and recorded prior to annexation of the total property by the city of Grand Junction.

I will appreciate learning from you whether this plat, and current zoning, are sufficient to allow start of construction of multi-family units, or will some further authorization or approval be required.

The developer is now advertising multi-family lots for sale. We feel this presents many of the same potential problems as were involved with the low-income housing project that Hudson Housing proposed for the northeast corner of 25 and G Roads. (School overcrowding, road overloads, etc.), and wish to know whether it is too late to register effective protests.

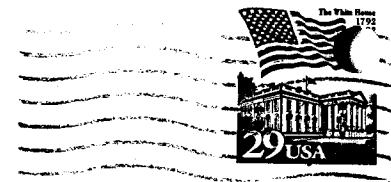
Thank you for help.

Sincerely,



A.E. Nixon
P.O. Box 55292
Grand Junction CO 81505

25



Grand Junction Community
Planning Department
Mr. Larry Timm, Director
250 North Fifth Street
Grand Junction CO 81501-2668

For the purposes of this agreement, an affidavit from a buyer that the buyer is aware of the status of the project and the risks involved in buying property that does not have completed infrastructure (e.g., water, sewer, electric, roads, gas) is sufficient.

16. The specifications for the construction of the utilities that are acceptable to the City may change over time. Developer may construct to the standards in effect as of the date of this agreement for those future filings of the project for which an improvement agreement is executed on or before December 31, 1992. For filings for which an improvements agreement is not fully signed on or before December 31, 1992, developer shall be subject to any future standards which are uniform and are applied system-wide. The horizontal alignments for all roads in all filings of the Property are approved and the horizontal and vertical alignments for all utilities in all filings of the Property are approved, in accordance with the approved Development Plans and the several provisions of this agreement.

17. Areas on the existing plat of the property between lots and designated as "access easement" and "open space", being a fifty foot wide area made up of two ten foot easements for utilities and a 30 foot area for access, shall be modified to show one fifty foot wide right-of-way to be used for streets and utilities. Without the need for a public hearing but as an administrative process, the developer shall cause the final plat(s) of the property to be amended by the preparation, and submittal to the City for its approval, of a new final plat at the same time as the Developer proposes additional phases of the property to be developed and along with a proposed additional Improvements Agreement. The administrative approval, not subject to public hearing, shall apply to the several plats associated with the property.

18. (a) With respect to Filing 1, an open space fee of \$225 per dwelling unit shall be payable as follows: (i) \$50 per dwelling unit in Phase 1, Filing 1 to be paid to the City by the Developer at the time that any subsequent plats or improvements agreement are approved or any further development of the Property occurs, after Filing 1, whichever is first; (ii) \$175 per dwelling unit to be paid by the then owner of a lot at the time of issuance of a certificate of occupancy for a structure on such lot.

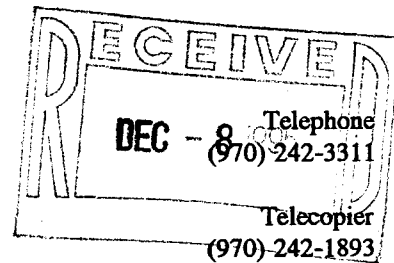
(b) For all subsequent development (after the first 35 units), the \$225 per unit open space fee shall be paid as follows: (i) \$50 per dwelling unit to be paid to the City by the developer at the time of the earlier of an improvements agreement, an amended or final plat or issuance of a building permit; (ii) \$175 per dwelling unit to be paid by the then owner of a lot at the time of issuance of a building permit for a structure on such lot.

19. City services provided on a basis equal to other areas of the City shall begin at the time the property is annexed.

*How vacations
will require
per Johnshaw*

Joseph Coleman
Gregory Jouflas
John Williams

COLEMAN, JOUFLAS & WILLIAMS
ATTORNEYS AT LAW
2452 Patterson Road, Suite 200
P.O. Box 55245
Grand Junction, CO 81505



December 7, 1995

Dan Wilson, City Attorney
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501-2668

*a Don, James, Earl,
[redacted], John S.,
12/8/95
dc*

Re: Fountainhead

Dear Dan:

I address the issues of your letter dated November 15, 1995, in the order presented:

1. Pursuant to the Annexation Agreement, Fountainhead has the right to replat Fountainhead Subdivision via administrative review only. Last March, the Mini "Cove" II was replatted, enlarging Lot A and (I believe) reconfiguring Lot B. To my knowledge, all owners of the property within Mini "Cove" II (two owners) agreed to and signed off on the replat. It is our view that a replat of Mini "Cove" II does not involve other property owners within the Fountainhead Subdivision.

2. With regard to Lot B, is the City uncomfortable with the alleged sight distance for a northbound driver on West Harbor, as you have discussed in your letter? I am unsure in reading in your letter if there is a problem or a neighbor that thinks there may be a problem. Please clarify. Obviously, Fountainhead does not want to needlessly spend money on opinions from its engineer, Banner and Associates, if the City does not perceive a problem exists.

3. With regard to the Phase IV issue, the lift has been installed and the contractor paid. Please release the subdivision improvement agreement regarding this work. Please do not hold the agreement hostage until other, non-related work is finished.

4. Don Newton has recently viewed the asphalt work needed on Phase I. He estimates costs of repair at approximately \$2,500. Fountainhead, however, believes this figure is high. Because the work cannot be done now due to weather, Fountainhead proposes that the City and Fountainhead enter into a subdivision improvements agreement specifically directed to this Phase I work.

5. Fountainhead will reverse the height extension to the fire hydrant. It will notify Ute.

6. I have requested of John Shaver, and Mr. Shaver has agreed, to provide a breakdown

Dan Wilson, City Attorney
December 7, 1995
Page 2

of the inspection fees the City claims are owed. My client needs to know to what part of the project each fee is attributable and based upon what contractual authority the fees are being imposed.

7. Fountainhead will provide identification of its technical people to the City in advance of inspection.

8. The intent of Fountainhead, and as spelled out in the Annexation Agreement, was that the subdivision, as platted, would be built without additional expense or process after the date of annexation. Paragraph 16 of the Annexation Agreement provides that utilities will be subject to uniform future standards. The term "utilities" includes only sewer, water, storm sewer, electricity and irrigation per paragraph 14 of the Annexation Agreement. Road profiles, sidewalks, locations of lots, setbacks, etc., did not require approval in the future. The City planning department, engineering department, utility department, road department, etc., have in their possession all plans and specifications of Fountainhead that were in place at the time of the May, 1991, Annexation Agreement. These plans were part of the Annexation Agreement ("D Plans"). The City departments can review what each has and, in very short order, determine compliance. To submit to another site plan review process requiring new construction drawings or computer software programs will cost Fountainhead a substantial amount of additional time and money. In addition, we believe that the current City standards are not significantly different than those approved with the Annexation Agreement.

9. You state that the City Engineer is not satisfied. Please specify his dissatisfaction concerning the T lots. The only knowledge I have of dissatisfaction of the City Engineer concerns the Phase I pavement repair, to which we propose a solution in this letter.

10. The subdivision improvements agreement which is required by the City to develop additional lots is an anticipated requirement of additional construction at Fountainhead.

11. With regard to the current \$50,000 letter of credit for the G Road improvement, Fountainhead does anticipate that the City will draw on the line of credit prior to expiration this month. However, Fountainhead believes it negotiated a firm cost figure of \$50,000 for G Road improvements. The withholding of approval and/or building permits once the City has collected the \$50,000 is not justified. The 25 Road improvements are not required until the 70th unit and the G Road improvements will be paid for via the letter of credit (or can be accomplished by Fountainhead next summer).

12. With regard to review of the site plan prior to issuance of building permits, it is both unnecessary and contrary to the Annexation Agreement. The plat now subject to our discussion has been approved and has been recorded. All engineering, plats, profiles and specifications were part of the Annexation Agreement ("D Plans") and were approved by the City with the Annexation Agreement. The requirement and objectives of staff (estimated costs; application

Dan Wilson, City Attorney
December 7, 1995
Page 3

of current standards; integration with existing uses) have been accomplished. If review is necessary to determine improvement agreement values, this can be done with existing specifications in possession of your staff.

13. With regard to the last paragraph of page 4 of your letter, Fountainhead is not proposing any new phase or any new filing. The area has been finally and fully platted for some time.

14. Paragraph 31 allows a set-off by the City against the sewer fees up until acceptance of the sewer system by the City. It is my understanding the City has accepted the sewer. My read of paragraph 31 is that the City's right of set-off ends upon acceptance of the sewer system. We can argue this further, but first I would like to review the figures to be supplied by John Shaver.

Lastly, the purpose of this letter is to set forth the position of Fountainhead in response to your November 15, 1995, letter summarizing a number of disputes between Fountainhead and the City. This was prompted by Fountainhead's desire to sell a number of lots which have already been platted, and being told by the City that a site review process is necessary. This letter is tendered to settle/resolve only the specific issues stated in our letters. This letter will not in any way be considered as affecting the current litigation between Fountainhead and the City of Grand Junction and is not to be construed as a release or waiver of any right or issue involved in the current litigation.

Please call me once you have had an opportunity to read and digest this letter.

Sincerely,

COLEMAN, JOUELAS & WILLIAMS



John Williams

JW:jc

xc: J. R. Studebaker

RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT
DEC 21 RECD



City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (970)244-1599

20 December 1995

J.R. Studebaker
c/o Fountainhead Development Corporation
2488 East Harbor Circle
Grand Junction, Colorado 81505

Re: Improvements to 25 and G Roads

Dear Mr. Studebaker,

This letter is written to you pursuant to two improvements agreements recorded at Book 2119, Pages 639 through 658 of the Mesa County land records.

The improvements agreements and the irrevocable letters of credit in your favor, in the principal sum of \$53,500.00, issued on The Bank of Grand Junction, to secure design and installation of improvements to 25 and G Roads, were required as a condition of approval of Fountainhead subdivision.

The improvements, as detailed in the above referenced improvements agreements, have not been constructed. It is for this reason that the City hereby demands that the improvements to 25 and G Roads be designed and be constructed to City standards, in accordance with the improvements agreements, on or before December 28, 1995. I have received a photocopy of a letter from your attorney dated December 7, 1995. Paragraph 11 of that letter acknowledges that the \$50,000.00 letter of credit will be called. The other credit is not mentioned in that letter. To prevent any misunderstandings this letter will serve as formal demand that the each and every required improvement be constructed on or before December 28, 1995; if not so completed the City will have no option but to draw against both credits and complete the improvements.

Please provide engineered design and detail for my review on or before December 26, 1995. All design and detail must be in accordance with SSID and any and all other City standards.

If you have questions call at your earliest convenience.

Fountainhead
20 December 1995
page 2

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

by: J. Don Newton
J. Don Newton, P.E.
City Engineer
250 North 5th Street
Grand Junction, CO 81501
(970) 244-1559

pc: Kathy Portner
Dan Wilson



27 December 1995

City of Grand Junction, Colorado

250 North Fifth Street

81501-2668

FAX: (970)244-1599

Marlene M. Haase
c/o The Bank of Grand Junction
Post Office Box 55363
Grand Junction, Colorado 81505

Re: Letters of Credit No. LC0095 & LC0096

Dear Ms. Haase,

Pursuant to the terms of two irrevocable letters of credit established in favor of Fountainhead Development Corporation in the aggregate sum of fifty three thousand five hundred dollars (\$53,500.00), the City of Grand Junction hereby makes demand for payment of said sum.

This demand is made and drawn under Credit No. LC0095 and LC0096.

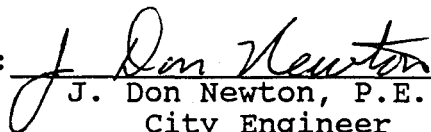
As the City Engineer for the City of Grand Junction, I am authorized by the terms of the letters of credit to make demand for payment, and by my signature on this letter do present the letters of credit for payment.

Please mail a bank draft in the amount of \$53,500.00 to my attention at the address found below.

If have questions please call me or Assistant City Attorney John Shaver.

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

by:


J. Don Newton, P.E.
City Engineer

250 North 5th Street
Grand Junction, CO 81501
(970) 244-1559

pc: ~~_____~~
John Shaver, Assistant City Attorney

MEMORANDUM

TO: Stephanie Nye
FROM: Kathy Portner *KP*
DATE: December 28, 1995
RE: Fountainhead Letters of Credit

Please release the original letter of credit for Fountainhead Subdivision, dated December 29, 1994, in the amount of \$50,000 for improvements to G Road. Don Newton will be delivering the original letter to the Bank of Grand Junction for collection. We will not be collecting on the other letter of credit in the file for Fountainhead Subdivision, also dated December 29, 1994, in the amount of \$3,500 for improvements to Fountainhead Blvd. The City Engineer has determined those improvements to be complete and accepted. The original letter of credit for \$3,500 will be left in your file to expire.

*copy to replace original
letter of credit*



**THE BANK
OF GRAND JUNCTION**

P.O. Box 55365
Grand Junction, Colorado 81505
(303) 241-9000

December 29, 1994

IRREVOCABLE LETTER OF CREDIT
RE: FOUNTAINHEAD SUBDIVISION

All drafts must be marked:
Drawn under Credit No. LC0095

City of Grand Junction:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of: FOUNTAINHEAD DEVELOPMENT CORPORATION, up to the aggregate amount of FIFTY THOUSAND AND NO/100 DOLLARS, available by your draft drawn at sight on THE BANK OF GRAND JUNCTION, 2415 F ROAD, MESA MALL, GRAND JUNCTION, COLORADO 81505.

This Letter of Credit is effective immediately for an amount not to exceed the sum shown hereon.

The amount and date of negotiation must be endorsed on the back thereof by the negotiator.

The draft drawn under this Letter of Credit must be accompanied by the following:

A demand request by the City Engineer at any time prior to midnight on December 29, 1995 for improvements to G Road.

We hereby agree with the drawers, endorsers and bona fide holder of drafts drawn under and in compliance with the terms of this credit that such credit will be duly honored upon presentation of the drawee.

Except as otherwise expressly stated therein, this credit is subject to Article V of the Colorado Uniform Commercial Code.

Sincerely,

Marlene M. Haase

Marlene M. Haase
Vice President

THIS CREDIT EXPIRES: 12/29/95

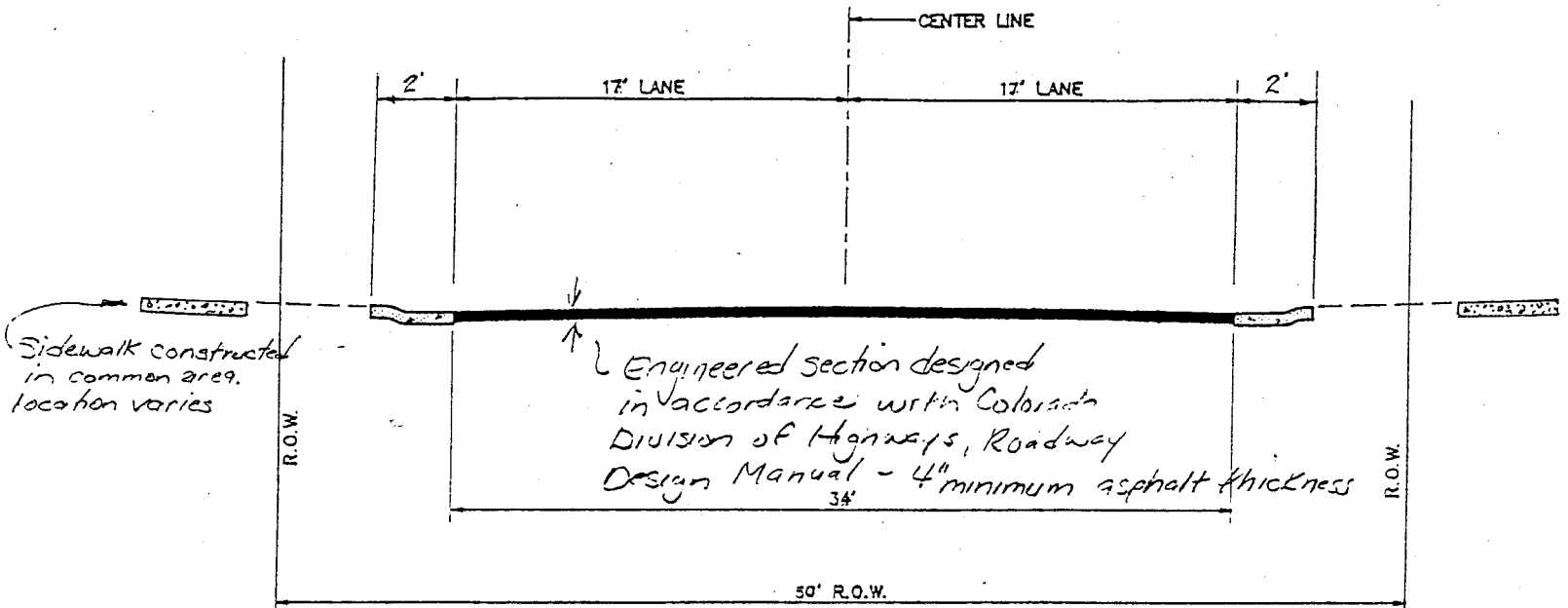
RECEIVED GRAND JUNCTION
PLANNING DEPARTMENT
DEC 29 1994

To: TOMD (Tom Dixon)
Cc: Jodyk, Donn, Markr
From: Jim Shanks
Subject: Re: The Helm Two at Fountainhea
Date: 3/03/95 Time: 9:00a

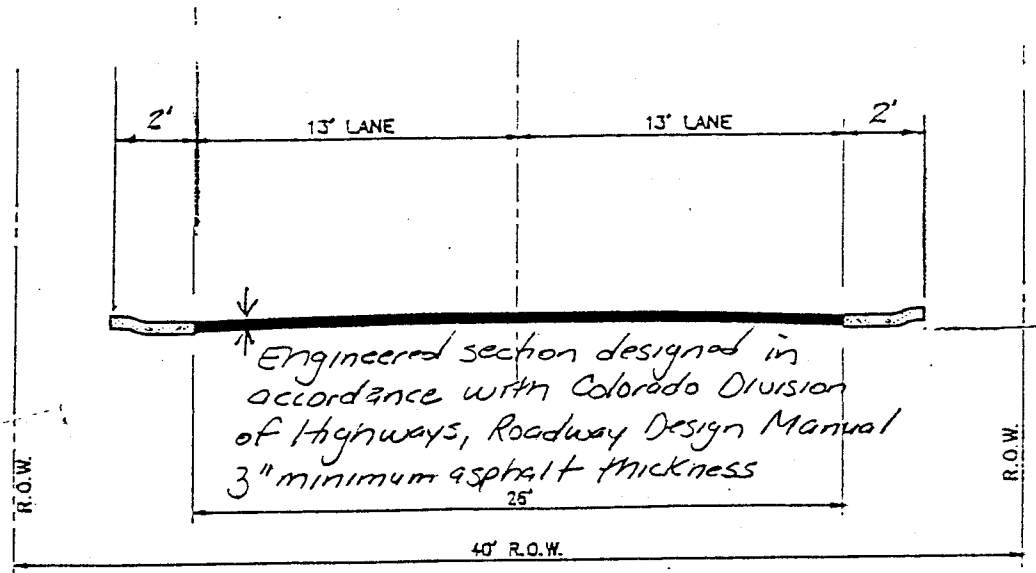
Originated by: TOMD 3/01/95 4:08p
Replied by: JIMS 3/03/95 9:00a

Dan and I looked at the annexation agreement. The street standard that was agreed to in the Fountainhead annexation agreement is the street standard for the entire property. There is a drawing in the agreement showing the typical sections for the roadways. Jim

Approved road standards for all of Fountainhead per Jim Shanks.



Typical Section - Fountainhead Blvd



Typical Section - Residential Streets

"D" plans

In: Kathy Portner



August 1, 1996

City of Grand Junction, Colorado
250 North 5th Street
81501-2668
FAX (970) 244-1456

Ms. Audrie M. Salmon
Post Office Box 7207
Boulder, Colorado 80306-7207

Dear Ms. Salmon:

Your July 8th letter leaves us mystified. Other than a personal attack on City Attorney Dan Wilson your allegations are very unclear.

It is not clear whether you are attempting to sell platted "T" lots or unplatted "C" lots in Fountainhead. Presumably you are asserting that these properties should be allowed to develop without fully complying with the approved plat in the case of "T" lots or without allowing neighboring property owners public input in the platting of "C" lots.

The City continues to assert that the Fountainhead annexation agreement gives no authority for either course. In addition the agreement prohibits the sale of unplatted "C" lots to anyone other than knowledgeable developers, as evidenced by affidavit.

Your return address indicates you share a post office box with Fountainhead Development Corporation and J.R. Studebaker. Mr. Wilson indicates you have never contacted him or corresponded with him regarding your allegations. If they are based upon the City's adversarial position toward Mr. Studebaker's litigation, Mr. Wilson is representing the interests of the citizens of Grand Junction.

Sincerely,

A handwritten signature in cursive script that reads "Mark K. Achen".

Mark K. Achen
City Manager

c: City Council Members

COLEMAN, JOUFLAS & WILLIAMS, LLC
ATTORNEYS AT LAW

Joseph Coleman
Gregory Jouflas
John Williams

2452 Patterson Road
P.O. Box 55245
Grand Junction, Colorado 81505

Telephone
(970) 242-3311

Telecopier
(970) 242-1893

TELECOPY COVER SHEET

DATE: September 3, 1996

RE: Fountainhead Annexation Agreement

DELIVER TO:

NAME: *Kathy Portner, Development Dept.
Dan Wilson, City Attorney*

TELECOPIER NO. (970) 244-1599
(970) 244-1456

NO. OF PAGES: 2
(Including this page)

MESSAGE FROM:

NAME: John Williams

ADDITIONAL COMMENTS: _____

WE ARE TRANSMITTING FROM: (970) 242-1893.

PLEASE CHECK TRANSMISSION AFTER LAST PAGE IS RECEIVED. IF NOT COMPLETELY RECEIVED OR POOR COPIES ARE RECEIVED, PLEASE CALL (970) 242-3311.

Judith A. Chmielewski
OPERATOR

The information contained in this facsimile message and/or the document transmitted is attorney-client privileged work product or otherwise confidential and intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original to us at the above address via the U.S. Postal Service. Thank you.

COLEMAN, JOUFLAS & WILLIAMS, LLC

ATTORNEYS AT LAW
2452 Patterson Road, Suite 200
P.O. Box 55245
Grand Junction, CO 81505

Joseph Coleman
Gregory Jouflas
John Williams

Telephone
(970) 242-3311

Telecopier
(970) 242-1893

September 3, 1996

Via Facsimile Transmission
(970) 244-1456

Dan Wilson, City Attorney
City of Grand Junction

Via Facsimile Transmission
(970) 244-1599

Kathy Portner
Development Department
City of Grand Junction

Dear Dan and Kathy:

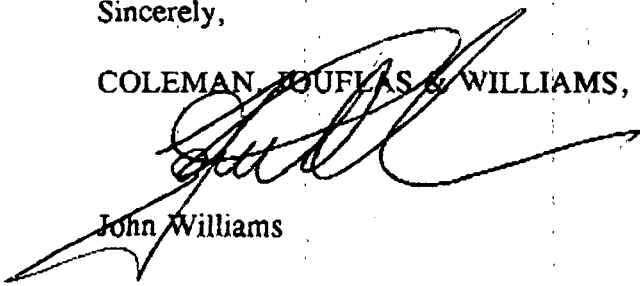
I understand from Joe (Coleman) that the City was to compile a schedule or listing of items that would comprise "administrative review" under the Fountainhead Annexation Agreement. Joe was under the impression that we would have the list/schedule by September 1, 1996.

I would very much appreciate this listing/schedule at your earliest convenience, hopefully this afternoon or tomorrow morning. Fountainhead has an interested purchaser in town viewing the property and your work would be helpful.

Please call if you have questions. Thank you.

Sincerely,

COLEMAN, JOUFLAS & WILLIAMS, LLC



John Williams

xc: J. R. Studebaker

Aug. 8th



City of Grand Junction, Colorado
250 North 5th Street
81501-2668
FAX (970) 244-1456

September 30, 1996

John Williams
Attorney at Law
2452 Patterson Road
P.O. Box 55245
Grand Junction, CO 81505

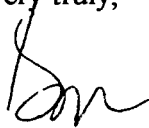
RE: Your letter of September 3, 1996

Dear John:

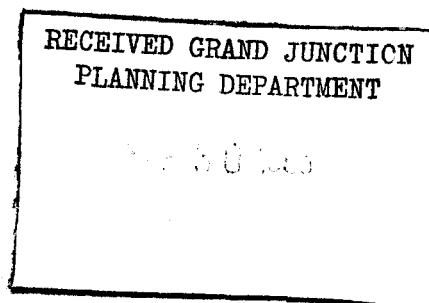
As I recall the most recent meeting with Joe Coleman, we agreed to provide a check list which applies to site plan reviews, which is enclosed. As you will see, for a site plan review the checklist identifies the kind of information a developer must supply in order that City staff may evaluate the specifics of a proposal. For proposals which are more involved than a site plan review, other requirements may apply. For instance, Kathy Portner suggests that, to deal with Joe's scenario involving "trading density," some form of preliminary plan amendment would suffice to allow for City tracking of density allocations. I've enclosed other examples of the check lists which the City would deliver when a specific proposal is made.

One of the differences we have discussed in the past is, in the absence of a proposal that has some detail or specificity, we can't be sure we know when we are disagreeing. Both you and Joe have recognized the confusion created when we discuss what the annexation agreement means in the abstract. The more concrete a proposal is, the more we are able to give definitive reactions. Of course, we are always willing to discuss proposals with possible buyers.

Very truly,


Dan E. Wilson
City Attorney

c: Kathy Portner



checklist would be modified for each specific proposal
SUBMITTAL CHECKLIST *a pre-app conference is required*

MAJOR SUBDIVISION: FINAL

Project Name: _____

Generalized check-list for front-end development that was allowed to go to final review. GJPC packets would not be required if we allowed Administrative approval.

DESCRIPTION	SSID REFERENCE	DISTRIBUTION																				TOTAL REQ'D.								
		City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation	City Fire Department	City Attorney	City G.J.P.C. (8 sets)	City Downtown Dev. Auth.	City Police	County Planning	County Building Department	County Surveyor	Walker Field	School Dist. #51	Irrigation District G.I.	Drainage District G.D.	Water District Wte	Sewer District	U.S. West		Public Service	GVRP	CDOT	Corps of Engineers Wetland	Colorado Geologic Survey	U.S. Postal Service	Perigo-WWTP	TCI Cable
● Application Fee	VII-1	1																												
● Submittal Checklist *	VII-3	1																												
● Review Agency Cover Sheet *	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Application Form *	VII-1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title	VII-2	1		1			1																							
○ Appraisal of Raw Land	VII-1	1		1	1																									
● Names and Addresses *	VII-2	1																												
● Legal Description *	VII-2	1		1																										
○ Deeds	VII-1	1		1			1																							
○ Easements	VII-2	1	1	1	1		1															1	1	1				1		
○ Avigation Easement	VII-1	1		1			1							1																
○ ROW	VII-2	1	1	1	1		1															1	1	1				1		
● Covenants, Conditions & Restrictions	VII-1	1	1				1																							
○ Common Space Agreements	VII-1	1	1				1																							
● County Treasurer's Tax Cert.	VII-1	1																												
● Improvements Agreement/Guarantee *	VII-2	1	1	1			1																							
○ CDOT Access Permit	VII-3	1	1																											
○ 404 Permit	VII-3	1	1																											
○ Floodplain Permit *	VII-4	1	1																											
● General Project Report	X-7	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	
● Composite Plan	IX-10	1	2	1	1																									
● 11"x17" Reduction Composite Plan	IX-10	1			1	1	1	8	1	1	1	1				1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Final Plat	IX-15	1	2	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● 11"X17" Reduction of Final Plat	IX-15	1						8	1	1	1				1	1	1	1	1	1	1	1	1				1	1		
● Cover Sheet	IX-11	1	2																											
● Grading & Stormwater Mgmt Plan	IX-17	1	2													1									1	1		1		
● Storm Drainage Plan and Profile	IX-30	1	2													1					1	1	1					1		
● Water and Sewer Plan and Profile	IX-34	1	2	1			1									1	1	1	1	1							1	1		
● Roadway Plan and Profile	IX-28	1	2													1														
● Road Cross-sections	IX-27	1	2																											
● Detail Sheet	IX-12	1	2																											
● Landscape Plan	IX-20	2	1	1				8																						
● Geotechnical Report	X-8	1	1																										1	
○ Phase I & II Environmental Report	X-10,11	1	1																											
● Final Drainage Report	X-5,6	1	2														1													
● Stormwater Management Plan	X-14	1	2														1								1					
○ Sewer System Design Report	X-13	1	2	1																	1									
○ Water System Design Report	X-16	1	2	1														1												
● Traffic Impact Study	X-15	1	2																											
● Site Plan	IX-29	1	2	1	1		1	8																						

NOTES: * An asterisk in the item description column indicates that a form is supplied by the City.

SUBMITTAL CHECKLIST

SITE PLAN REVIEW

Location: _____

Project Name: _____

ITEMS		DISTRIBUTION																				TOTAL REQ'D.						
DESCRIPTION	SSID REFERENCE	● City Community Development	● City Dev. Eng.	● City Utility Eng.	● City Property Agent	● City Parks/Recreation	● City Fire Department	● City Attorney	○ City Downtown Dev. Auth.	● County Planning	● County Bldg. Dept.	● Irrigation District <i>GI</i>	● Drainage District <i>GI</i>	● Water District <i>W</i>	○ Sewer District	● U.S. West	● Public Service	● GVRP	○ CDOT	● Corps of Engineers	○ Walker Field		○ Persigo WWT	○ Mesa County Health	○ State Environ. Health	● City Sanitation	● School Dist #51	
● Application Fee	VII-1	1																										
● Submittal Checklist *	VII-3	1																										
● Review Agency Cover Sheet *	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Planning Clearance *	VII-3	1																										
● 11"x17" Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title	VII-2	1		1			1																					
○ Deeds	VII-1	1		1			1																					
○ Easements	VII-2	1	1	1	1			1																				
○ Avigation Easement	VII-1	1		1			1																					
○ ROW	VII-2	1	1	1	1			1																				
● Improvements Agreement/Guarantee *	VII-2	1	1	1				1																				
○ CDOT Access Permit	VII-3	1	1																									
○ Industrial Pretreatment Sign-off	VII-4	1		1																								
● General Project Report	X-7	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Elevation Drawing	IX-13	1	1																									
● Site Plan	IX-29	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● 11"x17" Reduction of Site Plan	IX-29				1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Grading and Drainage Plan	IX-16	1	2										1								1							
● Storm Drainage Plan and Profile	IX-30	1	2										1			1	1	1										
● Water and Sewer Plan and Profile	IX-34	1	2	1			1							1	1	1	1	1										
● Roadway Plan and Profile	IX-28	1	2										1															
● Road Cross-Sections	IX-27	1	2																									
● Detail Sheet	IX-12	1	2																									
● Landscape Plan	IX-20	2	1	1																								
● Geotechnical Report	X-8	1	1								1																	
● Final Drainage Report	X-5,6	1	2										1															
● Stormwater Management Plan	X-14	1	2										1							1								
● Phase I and II Environmental Rerpot	X-10,1	1	1																									
● Traffic Impact Study	X-15	1	2																	1								

NOTES: * An asterisk in the item description column indicates that a form is supplied by the City.

SUBMITTAL CHECKLIST

VACATION

Location: _____ Project Name: _____

ITEMS		DISTRIBUTION																					
Date Received _____																						TOTAL REQ'D.	
Receipt # _____		● City Community Development	● City Dev. Eng.	● City Utility Eng.	● City Property Agent	● City Fire Department	● City Police Department	● City Attorney	● City Sanitation	○ City G.J.P.C. (8 sets)	○ City Downtown Dev. Auth.	● City Council	○ County Planning	○ Irrigation District <i>GI</i>	○ Drainage District <i>GI</i>	○ Water District <i>WHP</i>	○ Sewer District	● U.S. West	● Public Service	○ GVRP	● TCI Cable		
File # _____		SSID REFERENCE	● City Community Development	● City Dev. Eng.	● City Utility Eng.	● City Property Agent	● City Fire Department	● City Police Department	● City Attorney	● City Sanitation	○ City G.J.P.C. (8 sets)	○ City Downtown Dev. Auth.	● City Council	○ County Planning	○ Irrigation District <i>GI</i>	○ Drainage District <i>GI</i>	○ Water District <i>WHP</i>	○ Sewer District	● U.S. West	● Public Service	○ GVRP		● TCI Cable
DESCRIPTION																							
● Application Fee	VII-1	1																					
● Submittal Checklist *	VII-3	1																					
● Review Agency Cover Sheet *	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Application Form *	VII-1	1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	
● Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	
● Names and Addresses *	VII-2	1																					
● Legal Description *(1)	VII-2	1		1											1								
● General Project Report	X-7	1	1	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	
● Site Plan	IX-29	1	2	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	
● Vicinity Sketch	IX-33	1	2	1	1	1	1	1	1	8	1	1	1	1	1	1	1	1	1	1	1	1	
● Location Map	IX-21	1																					

NOTES: * An asterisk in the item description column indicates that a form is supplied by the City.
 (1) Provide legal description of right-of-way or easement to be vacated.

RPX
file



October 11, 1993

City of Grand Junction, Colorado
250 North Fifth Street
81501-2668
FAX: (303) 244-1599

Joe Coleman
P. O. Box 2207
Grand Junction, CO 81502

Re: Fountainhead Development
Your letter of October 4, 1993

Dear Mr. Coleman:


Kristen Ashbeck, a City planner, informs me that she met with J. R. Studebaker on September 2, 1993. They discussed vacating certain ROW near Fountainhead. At that meeting she supplied him with the required forms and discussed with him the process that he would need to initiate to accomplish the vacation. She informs me that Mr. Studebaker was instructed to complete the application process. She has not heard from him nor, to my knowledge, has anyone else from the City until your demand letter of last week.

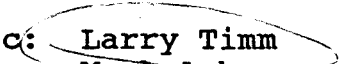
We have no objections to processing his request.

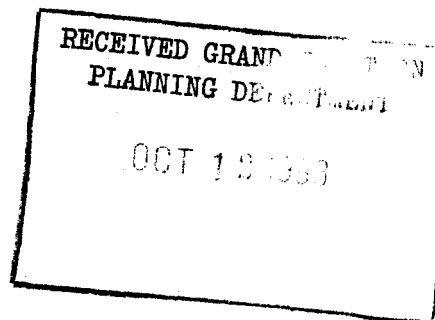
However, where the developer has not made a request, even though he has been supplied with the information and the necessary forms, I do not agree that the City has acted improperly. We cannot act on what we have not received.

The easiest way to proceed from here, in my view, is to have your client submit his request in accordance with the discussions and in accordance with the City's rules and regulations.

Very truly,


Dan E. Wilson
City Attorney

c: 
Mark Achen



10/6/93

KPX
See me on
this. LT

COLEMAN, BROWN & JOUFLAS
ATTORNEYS AT LAW
A Partnership including a Professional Corporation
225 N. 5th Street, Suite 1010
P.O. Box 2207
Grand Junction, CO 81502

OF COUNSEL
H.K. Webster

Telephone
(303) 243-8250
Telecopier
(303) 241-1144

Joseph Coleman
Baird B. Brown, P.C.
Gregory Jouflas
John Williams

Danny Jaber

BNW
This is new to me about it about 10/5/93
OK 10/5/93
c: Jim Harry 10/5/93

KMX
is this in our Amer. promised LIST?

October 4, 1993

Mark Achen
Grand Junction City Manager
250 North 5th Street
Grand Junction, Colorado 81501

Dan Wilson
City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

the whole agreement is referenced? KMX
Larry - last I knew we were waiting on an official application from J.R. - Right?
9
Right ←
LT

Re: Fountainhead Development Corporation: May 21, 1991 Agreement with the City

Dear Gentlemen:

This letter shall constitute formal "notice of default" pursuant to paragraph 36 of the May 21, 1991 Agreement.

This Notice specifically relates to the City's failure to vacate the North 10 feet of that portion of G. Road which abuts the South portion of the Fountainhead property and the West 3 feet of 25 Road which abuts the East portion of the property. The City assumed this obligation pursuant to paragraph 41 of the May 21, 1991 Agreement.

J.R. Studebaker, on behalf of Fountainhead Development Corporation, has requested vacation of property pursuant to paragraph 41. However, the City has failed and refused to proceed with the vacation as required by paragraph 41 of the Agreement.

Despite the fact that other disagreements may exist between Fountainhead Development Corporation and the City, these other problems do not justify the City's failure timely to perform the express obligations imposed upon it by paragraph 41.

Fountainhead Development Corporation hereby requests that the City forthwith correct the above noted default.

Very truly yours,

COLEMAN, BROWN & JOUFLAS

Joseph Coleman
JOSEPH COLEMAN

xc: Fountainhead Development Corporation

To: Rhonda Edwards
From: Dan Wilson
Subject: <None>
Date: 11/29/95 Time: 8:31AM

It is time to refund to the persons who paid the TCP for Fountainhead. Do not return to Fountainhead or Studebaker unless they paid you directly.
Do you need more than this for authority?
Thanks for your patience.

① Monument Homes
759 Horizon Dr. 81506
for \$3,000⁰⁰

② Weber Built Homes
6800 Reeder Mesa Rd
Whitewater 81527 ✓
for \$1,200⁰⁰

③ Jennifer Elliott
P.O. Box 2942 ✓
G.J. 81502
for \$500⁰⁰

total is \$4700⁰⁰

179-94



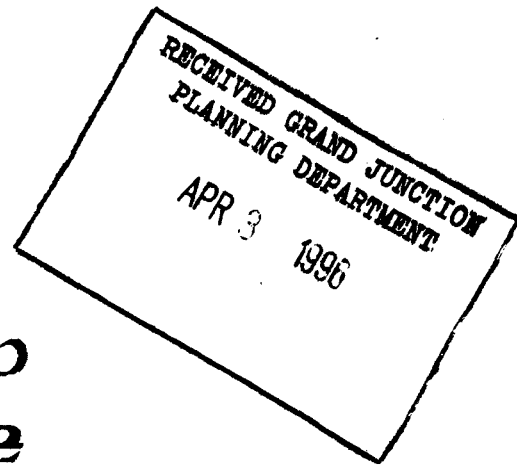
Select Properties
Real Estate Brokerage

Fax

to: _____ kathy portner _____

from:

**Brian Hilary Schwalen
OWNER**



 2 pages to follow
including this page

special instructions:

very important

time is of the essence!



Select Properties Real Estate Brokerage

*Dan Wilson talked to
Brian on Fri. Told him
he would have to go thru
the files & pay for any
copies he wants. The
ball is in Brian's court.
4/8/96
KP*

April 1, 1996

Community Development Department

Attention: Kathy Portner

Regarding: Fountainhead Development

From: Jack Diettrich & Brian Hilary Schwalen

Let me introduce my self I'm, Brian. You and I had a brief conversation last week at which time you informed me that any information regarding the Fountainhead Development must be internally cleared due to recent litigation brought on by Mr. Studebaker. My partner is Jack Diettrich who has financed the majority of this project. Mr. Studebaker has been put my partner Jack Diettrich in a financially awkward position. Due to a loss in confidence with Mr. Studebaker, Mr. Diettrich and I are forced to take a more proactive involvement in the Development. In order to ascertain the value and present condition of the development and property, I would greatly appreciate your cooperation in supplying us with all the pertinent documents to help us sort out the history and present status of this development. It is our intention to move this project forward subject to review of the true viability of the project.

List of documents which we request:

1. Original terms and conditions of approval.
 - A. Any amendments or changes of approval.
2. Any documentation regarding permits for improvements which have been paid or taken out.
3. Any Utility agreements.
4. Any permits or agreements which have expired. Any fees owed the city.

Please notify me as soon as possible if there is any problem fulfilling this request.

Sincerely,

Brian Hilary Schwalen
Owner

Jack Diettrich

CURVE INFORMATION

①	Δ = 90° 00' 00"	R = 20.00'	L = 31.42'	T = 20.00'	C = 28.28'
②	Δ = 15° 56' 56"	R = 80.00'	L = 22.27'	T = 11.21'	C = 22.20'
③	Δ = 96° 51' 35"	R = 20.00'	L = 33.81'	T = 22.55'	C = 29.93'
④	Δ = 58° 03' 13"	R = 175.00'	L = 177.31'	T = 97.11'	C = 169.83'
⑤	Δ = 99° 08' 16"	R = 20.00'	L = 34.61'	T = 23.47'	C = 30.45'

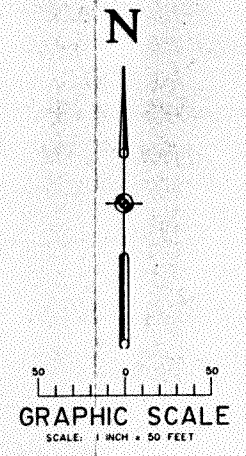
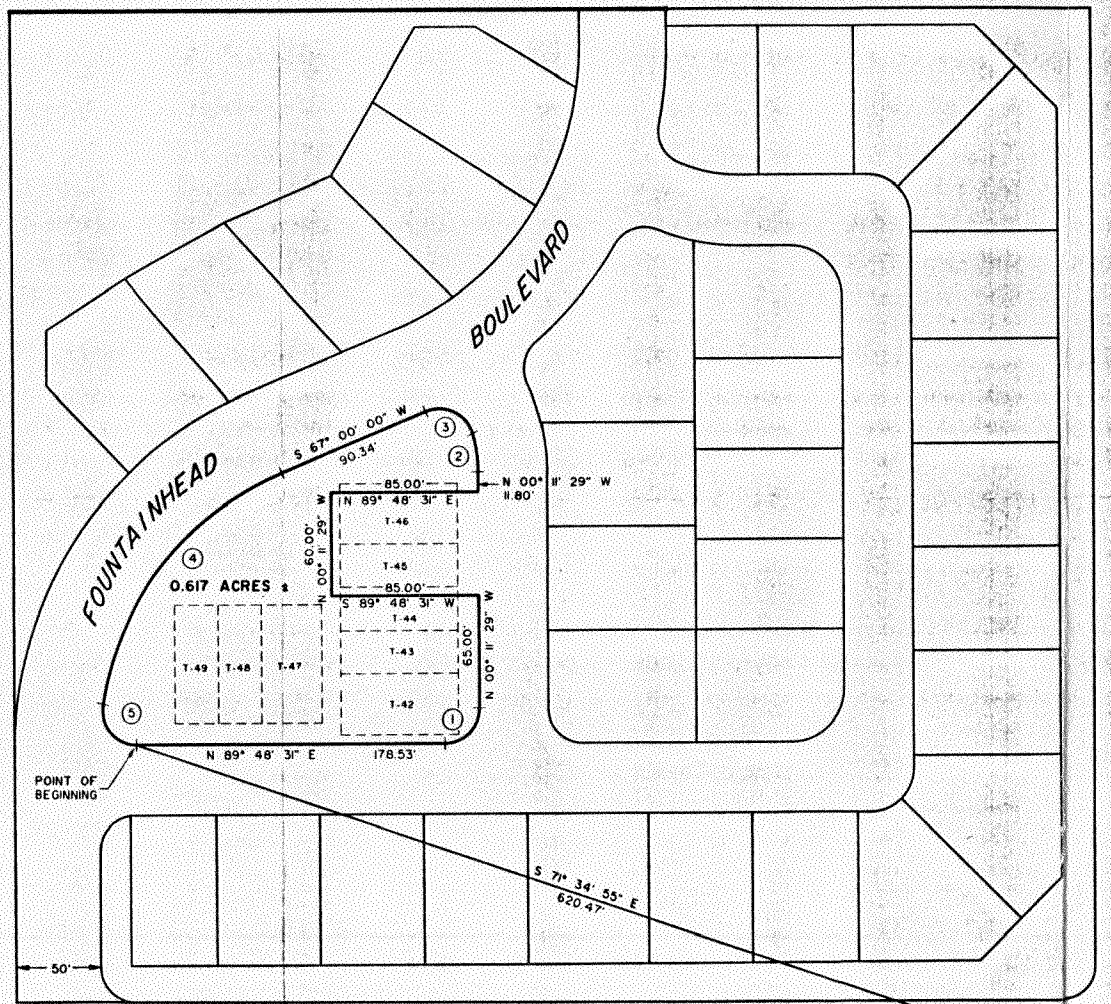


EXHIBIT "A"



25 ROAD

33 34
4 3

SE CORNER SECTION 33
T.1 N., R.1 W., U.M.
M.C.S.M. BRASS CAP

LEGAL DESCRIPTION

Beginning at a point whence the southeast corner of Section 33, T.1 N., R.1 W., Ute Meridian bears S 71° 34' 55" E, 620.47 feet;

- Thence N 89° 48' 31" E, 178.53 feet;
- Thence northeasterly 31.42 feet along the arc of a circular curve concave to the northwest with a radius of 20.00 feet, a delta of 90° 00' 00", and a chord bearing N 44° 48' 31" E, 28.28 feet;
- Thence N 00° 11' 29" W, 60.00 feet;
- Thence N 89° 48' 31" E, 85.00 feet;
- Thence N 00° 11' 29" W, 60.00 feet;
- Thence S 89° 48' 31" W, 85.00 feet;
- Thence N 00° 11' 29" W, 60.00 feet;
- Thence northwesterly 22.27 feet along the arc of a circular curve concave to the west with a radius of 80.00 feet, a delta of 15° 56' 56", and a chord bearing N 08° 09' 57" W, 22.20 feet;
- Thence northwesterly 33.81 feet along the arc of a circular curve concave to the southwest with a radius of 20.00 feet, a delta of 96° 51' 35", and a chord bearing S 64° 34' 13" E, 29.93 feet;
- Thence S 67° 00' 00" W, 90.34 feet;
- Thence southwesterly 177.31 feet along the arc of a circular curve concave to the southeast with a radius of 175.00 feet, a delta of 58° 03' 13", and a chord bearing S 37° 58' 23" W, 169.83 feet;
- Thence southeasterly 34.61 feet along the arc of a circular curve concave to the northeast with a radius of 20.00 feet, a delta of 99° 08' 16", and a chord bearing S 41° 27' 21" E, 30.45 feet to the Point of Beginning.

This Parcel as described above contains 0.617 acres more or less.

Exhibit "A" is consistent with the Annexation of May 21st, 1991 as amended September 30th, 1991.

David Pennington
City of Grand Junction

- Reference to plat of record "Fountainhead Subdivision" Book 12 Pages 177-182
- Reference Section 7-5-6 Amendment to Final Plan - A Minor Change

Approved: *Shirley Cohen* Date: 11-20-91
City Administrator

Approved: *Lambert J. Dietrich* Date: 11/20/91
by *W. E. Beadle*
Attorney at Law

SURVEYOR'S CERTIFICATE

I, Wallace E. Beadle, a Professional Land Surveyor, licensed under the laws of the State of Colorado do hereby certify that the map and legal description of the Parcel shown hereon were prepared under my direct supervision and checking and that they are true and correct to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 20th day of November, A.D., 1991.

Wallace E. Beadle
Wallace E. Beadle
P.E. & P.L.S. 20632



American Consulting Engineers Council Member

BANNER
BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & ARCHITECTS
2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • (303) 243-2242
605 E. MAIN • SUITE 6 • ASPEN, CO 81611 • (303) 925-5857

REVISION	DATE	DESCRIPTION	BY	CHKD

LAMBERT J. DIETRICH
DANVILLE, CALIFORNIA

29-91
AMENDMENT TO FINAL PLAN AND PLAT

SCALE: 1" = 50'
JOB NO. 8229-04
DATE: 11-20-91
SHEET NO. 1 of 1

DRAWN BY: F.J.K.
DESIGNED BY: W.E.B.
CHECKED BY: W.E.B.

REVIEWED: _____ FOR _____
DATE: _____

REVIEWED: _____ FOR BANNER ASSOCIATES, INC.
DATE: _____

DECLARATIONS FOR ANNEXATIONS

THE COMMUNITY DEVELOPMENT DEPARTMENT HAS REVIEWED THE PROPOSED ANNEXATION AND ~~HAS DETERMINED~~ THAT:

BELIEVES

THE PETITION HAS BEEN SIGNED BY OWNERS OF MORE THAN 50 % OF THE PROPERTY DESCRIBED AND BY MORE THAN 50% OF THE OWNERS IN THE AREA DESCRIBED.

THE AREA HAS AT LEAST 1/6 CONTIGUITY WITH EXISTING CITY LIMITS

A COMMUNITY OF INTEREST EXISTS BETWEEN THE AREA TO BE ANNEXED AND THE CITY OF GRAND JUNCTION

THE AREA IS URBAN OR WILL BE URBANIZED IN THE NEAR FUTURE

THE AREA IS CAPABLE OF BEING INTEGRATED WITH THE CITY OF GRAND JUNCTION

AUTHORIZATION FOR DOCUMENT RELEASE

To: The City of Grand Junction

Regarding: Fountainhead Development

The undersigned hereby authorizes the above, who has records of of Mesa County documents pertaining to the Fountainhead Development Corporation, or the Fountainhead Subdivision, to allow the firm of Coleman, Joufflas & Williams, attorneys at law, or their agents or representatives, located in Grand Junction, Colorado, to inspect, copy, and reproduce any and all records or writings whatsoever which are in your possession. You are further authorized to reproduce any and all of said records as herein described, which are or have been requested by said attorneys, and to deliver the same to said attorneys at their own cost.

Dated this 14 day of March, 1996

FOUNTAINHEAD DEVELOPMENT CORPORATION

by J.R. Studebaker
J.R. Studebaker, President

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this 14th day of March, 1996, by J.R. Studebaker.

Witness my hand and official seal.

My Commission expires: 11/27/99

Victoria George
Notary Public 