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File 1992-0011

Name: The Falls - Filing 2 - Falls Pointe - ODP / Final on 5 lots

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

X	X	Correspondence	X		Utility Plan
X	X	Planning Commission Minutes - ** - 4/7/92	X	X	Drainage and Grading Plan
X		Real Property Account History - 4/30/92	X	X	Site Plan
X		Title Guarantee	X	X	Plat Plan
X	X	Covenants	X		Falls ODP Revision - March 1992 Map
X		Legal Ad - 3/31/92	X	X	Sewer and Water Plan
X		Public Notice Posting - 3/3/92	X	X	Domestic Water and Sanitary Sewer Plan
X	X	Suggested Motions by Kathy Portner	X	X	Sanitary Sewer Profiles
X	X	Action Sheet - Approved - 4/7/92			
X		Deeds - not conveyed to City			
X	X	Development Agreement - not signed			
X		Notice of Public Hearing mail-out			



**DEVELOPMENT APPLICATION**  
 Community Development Department  
 250 North 5th Street Grand Junction, CO 81501  
 (303) 244-1430

**A** Receipt 4864  
 Date 3/3/92  
 Rec'd By A. Barrett  
 File No. 11 92

We, the undersigned, being the owners of property situated in Mesa County, State of Colorado, as described herein do hereby petition this:

PETITION	PHASE	SIZE	LOCATION	ZONE	LAND USE
<input checked="" type="checkbox"/> Subdivision Plat/Plan	<input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> Resub				
<input type="checkbox"/> Rezone				From: To:	
<input checked="" type="checkbox"/> Planned Development	<input checked="" type="checkbox"/> ODP <input type="checkbox"/> Prelim <input checked="" type="checkbox"/> Final		<i>SE of Patterson #28 1/4 Rd</i>	<i>PR</i>	<i>Residential</i>
<input type="checkbox"/> Conditional Use					
<input type="checkbox"/> Zone of Annex					
<input type="checkbox"/> Text Amendment					
<input type="checkbox"/> Special Use					
<input type="checkbox"/> Vacation					<input type="checkbox"/> Right-of-Way <input type="checkbox"/> Easement

PROPERTY OWNER                       DEVELOPER                       REPRESENTATIVE

<u>JOHN SIEGFRIED</u> Name	<u>same</u> Name	<u>same</u> Name
Box 9088 Address	Address	Address
<u>Grand Junction, CO 81501</u> City/State/Zip	City/State/Zip	City/State/Zip
<u>241-7025</u> Business Phone No.	Business Phone No.	Business Phone No.

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 and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we 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 rescheduling expenses before it can again be placed on the agenda.

X [Signature] Signature of Person Completing Application                      3-2-92 Date  
 X [Signature] Signature of Property Owner(s) - Attach Additional Sheets if Necessary

Original  
Do NOT Remove  
From Office

Joyce A. Cunningham  
2837 Grand Falls Circle #1  
Grand Junction, CO 81501

Aaron Lane Rowland  
2837 Grand Falls Circle #2  
Grand Junction, CO 81501

H  
Richard M. & Grace McCurdy  
2837 Grand Falls Circle #3  
Grand Junction, CO 81501

Leland A. & Janet E. Griffin  
2837 Grand Falls Circle #4  
Grand Junction, CO 81501

Clark Ross Barefoot &  
Ruth D. Family Trust  
2835 Grand Falls Circle #5  
Grand Junction, CO 81501

Donna J. Sites  
C/O Donna Autrey Osborne  
125 Beechtree Dr.  
Encinitas, CA. 92024

Donna J. Sites  
C/O Donna Autrey Osborne  
7546 Sara Lynn Way  
Citrus Heights, CA 95621

Marlene H. Peltier  
2835 Grand Falls Circle #7  
Grand Junction, CO 81501

Richard Carter  
6761 Perfidio  
Huntington Beach, CA 92648

Paul A. Dibble  
2835 Grand Falls Circle #9  
Grand Junction, CO 81501

Hallie E. Kohles  
2835 Villa Way #1  
Grand Junction, CO 81501

Max M. & Devena M. Swan  
2835 Villa Way #2  
Grand Junction, CO 81501

Beverly Hudson  
2835 Villa Way #3  
Grand Junction, CO 81501

Mary S. Lombard  
5325 Newcastle Ave. #236  
Encino, CA 91316

Burl B. & Audrey J. Dailey  
2835 Villa Way #4  
Grand Junction, CO 81501

Richard E. & Diane E. Reimer  
2835 Villa Way #5  
Grand Junction, CO 81501

Lila J. Larsen  
2835 Villa Way #6  
Grand Junction, CO 81501

Essie A. Johnson  
2835 Villa Way #7  
Grand Junction, CO 81501

Marilyn N. Wilson  
2835 Villa Way #7  
Grand Junction, CO 81501

William L. & Freda Shuman  
3220 Crestview Way  
Grand Junction, CO 81501

Jane C. Louthan  
2835 Villa Way #8  
Grand Junction, CO 81501

B.W. & Marjorie B. Bain  
2833 Villa Way #1  
Grand Junction, CO 81501

Robert D. & Alta I. Van Gundy  
2833 Villa Way #2  
Grand Junction, CO 81501

Leona R. Lynch  
2833 Villa Way #3  
Grand Junction, CO 81501

Diann Stewart &  
R. Margart Weibel  
2833 Villa Way #4  
Grand Junction, CO 81501

Alvin & Muriel Myers  
589 Grand Cascade Way  
Grand Junction, CO 81501

Hamilton Profit Sharing Plan  
Box 292  
Durango, CO 81301

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B--Impact Statement/ Project Narrative

This replat creates larger lots and reduces density from the original Falls Filing #2. Original lot size was from 2240 sq. ft. to 3840 sq. ft. with attached townhomes of unspecified height. Minimum lot size for Falls Pointe will be 5000 sq. ft. up to 10,000 sq. ft. plus. While lots will have zero set backs in some dimensions and two or three units and/or their garages may have common walls, the basic concept is one of detached housing rather than attached.

Total density on the entire Falls Pointe project will reduce density from 19 units to 12 units or 63% of original.

Units to the west of the axis of South Grand Falls Court will be limited to one story in height (with basements) to respect views from existing one story units.

View impacts and traffic impacts will be lessened. The overall look of this area is to be changed to that of a mediterranean hill village with the interplay of light and foreground rather than the flat rows of townhomes currently platted.

O--Development Schedule

The sewer line will be constructed within one year. This is the only necessary utility, as water lines for lots 1-5 will come off of Grand Falls Drive.

Landscaping: none will be required from the developer as these lots are more typically single family than townhomes.

Y--Traffic Analysis

Reduced numbers of units will result in lower A.D.T. Roads were sized for much greater densities by the original developer. We have indicated a lesser density on our more recent ODP's for the total project.

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SUBDIVISION SUMMARY FORM

City of Grand Junction

TYPE OF SUBMISSION

Preliminary Plan \_\_\_\_\_  
Final Plat/Plan XX

Subdivision Name: The Falls Pointe Filing \_\_\_\_\_

Location of Subdivision: TOWNSHIP 1S RANGE 1E SECTION 7 1/4 NE 1/4 NW 1/4

Type of Subdivision	Number of Dwelling Units	Area (Acres)	% of Total Area
( X ) SINGLE FAMILY	<u>5</u>	<u>0.993</u>	<u>89%</u>
( ) APARTMENTS	_____	_____	_____
( ) CONDOMINIUMS	_____	_____	_____
( ) MOBILE HOME	_____	_____	_____
( ) COMMERCIAL	<u>N.A.</u>	_____	_____
( ) INDUSTRIAL	<u>N.A.</u>	_____	_____

Street	<u>0.083</u>	<u>7%</u>
Walkways	_____	_____
Dedicated School Sites	_____	_____
Reserved School Sites	_____	_____
Dedicated Park Sites	_____	_____
Reserved Park Sites	_____	_____
Private Open Areas	_____	_____
Easements	_____	_____
Other (specify) Tract "A"	<u>0.043</u>	<u>4%</u>

Estimated Water Requirements 1700 (5x340) gallons/day.

Proposed Water Source Ute

Estimated Sewage Disposal Requirement 1375 (5x275) gallons/day.

Proposed Means of Sewage Disposal Central Grand valley

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F

Falls Pointe  
Mesa County, Colorado

These covenants are meant to help establish and continue a strong sense of neighborhood and quality within Falls Pointe, and shall supersede any previously recorded covenants.

1. All lots shall be used for one single family dwelling per lot and shall not be further subdivided.

2. No animals other than housepets shall be allowed and these will be confined by the owners to their lot. No animals shall be kept, bred, or maintained for commercial purposes. No horses, cattle, sheep, goats, or donkeys will be allowed to be kept on Falls Pointe lots.

3. Each single family dwelling shall be constructed so that the dwelling space on the first floor, excluding decks, patios, porches, carports, and garages, shall be not less than the following minimum square footages for both single story and two (2) story structures. If the structure is a tri-level, of the main living area is spread over two continuous and adjacent levels, the combination of such levels shall be construed to be the first floor. Lots will be designated as to type on final plat.

1 story: 1200 min. on one level or 800 on ground floor if 2 story or 1.5 story.

4. All building set backs are indicated on the attached map.

5. All foundation plans shall be engineered by a licensed Colorado engineer and bear the stamp of same.

6. Invalidation of any one of these covenants by judgement, statute, or court order shall in no way effect any other covenant. These covenants are binding upon all purchasers of a lot or lots in Falls Pointe now and in the future.

7. No trailer, basement, tent, barn, or other outbuilding or temporary structure shall be used as a residence, temporary or permanent.

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8. Only persons holding title to land in Falls Pointe shall have the right to seek remedy at law or in equity against any person or persons violating or attempting to violate any of these covenants.

9. There is hereby established Falls Pointe Homeowners Association, an association of which every lot owner will be a member. Membership passes automatically with the sale of the lot. The members of the association, by majority vote, may elect officers. They may, but are not required to, adopt bylaws governing their organization. There shall be one vote per lot in any filed portion of the total Falls Pointe subdivision.

10. The above covenants may be modified and/or amended by a vote of members of the Homeowners Association with approval by no less than 80% of the members.

11. These covenants shall run with the land for the benefit of all future owners.

12. No vehicles shall be allowed on any lot, that can't be driven under their own power within twenty-four hours.

13. A three person architectural control committee shall be established to review and approve house plans and landscape plans in order to maintain the integrity of Falls Pointe.

14. Maximum number of lots in that part of the Falls Filing #2 to be known as Falls Pointe shall be no more than 12 lots.

15. Masonry materials (stucco, blocks, stone, bricks, adobe etc.) are to be used for at least 70% of the wall area on all homes and garages.

16. Fence materials shall be wood or masonry, no metal fences.

17. Parking spaces for at least 4 vehicles shall be required, at least 2 of which will be covered. No boats, campers, or trailers shall be parked in the open...must be screened from view and roofed.

Dated:

Falls Pointe

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

file: FPF

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J, K

**GEOLOGIC HAZARDS REPORT  
AND  
GAMMA RADIATION SURVEY  
FOR  
THE FALLS - FILING NO. 2  
CITY OF GRAND JUNCTION, COLORADO  
MARCH, 1992**

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**Prepared by:**

Barnes Geologic Consulting, Inc.  
2325 Elderberry Court  
Grand Junction, CO 81506  
(303) 242-8655

**Client:**

J. A. Siegfried  
P. O. Box 9088  
Grand Junction, CO 81502  
(303) 241-5331



**GEOLOGIC HAZARDS REPORT  
AND  
GAMMA RADIATION SURVEY  
FOR  
THE FALLS - FILING NO. 2**

**CITY OF GRAND JUNCTION, COLORADO  
MARCH, 1992**

**INTRODUCTION**

The Falls - Filing No. 2 is located in part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 7, Township 1 South, Range 1 East, Ute Principal Meridian. The property is in the northeast portion of the City of Grand Junction and is southeast of the intersection of 28  $\frac{1}{4}$  Road and Patterson Road (F Road). The north boundary is formed by Grand Falls Drive.

A parcel of about 5 acres is to be divided into about 12 lots for construction of single-family residences. The property is undeveloped shale hills located just south of a highly developed group of townhomes and multi-family units. An area of irrigated croplands is located north of Patterson Road.

The purpose of this report is to identify geologic hazards, particularly hazards that might have an adverse effect on the various features of a residential subdivision, and is based on a surface reconnaissance of the property and adjacent terrain. No subsurface exploration was conducted for this study. References used to supplement surface observations included USGS Professional Paper 451, USGS Map I-736, and soils mapping by the Soil Conservation Service (SCS). A soils map based on SCS classifications has been prepared and is attached to this report.

In addition, reference was made to "Report of Geologic Investigation - The Falls Subdivision" dated October 3, 1977, by Wallace G. Bell and "Subsurface Soils Investigation - The Falls Subdivision, Filing 3" dated June 8, 1982, by Lincoln-DeVore Testing Laboratory.

**REGIONAL GEOLOGY**

The property is located on the northeast flank of the Uncompahgre Uplift where the underlying sedimentary beds dip about 3° to the northeast into the Piceance Basin. The site is within the extensive Grand Valley which has been eroded into Mancos Shale of Cretaceous age by the Colorado River. The sedimentary layers beneath the Mancos range in age from Triassic to Cretaceous, and igneous and metamorphic rocks of Precambrian age lie beneath the sedimentaries.

Mancos Shale is a marine deposit and consequently contains soluble salts. The formation was originally about 4,000 feet

in thickness, but the Mancos under the subject parcel is now about 1,200 feet thick due to erosion of the valley. The shale is dark gray, thin bedded, and composed mainly of clay and silt particles.

The Grand Valley has a history of minor seismic activity and the seismic risk is low. Recent and nearby earthquakes occurred on November 12, 1971, and January 30, 1975. The 1971 earthquake had a Richter magnitude of 4.0 and was located 13 miles southwest of Grand Junction. The 1975 earthquake had a magnitude of 4.4 and was located 14 miles northwest of Grand Junction. A mild quake of 2.5 magnitude occurred near Palisade on October 20, 1990. No damage was reported from any of these events.

### **SITE GEOLOGY**

The Falls - Filing No. 2 is a series of shale ridges and hills which have been partially leveled by excavating the topographic highs and filling into low areas in order to create building sites. The ground elevation is about 4,700 feet and the climate is semiarid.

### **Geologic Formations and Soils**

The site is essentially composed of weathered Mancos Shale overlain by varying depths of man-made fill which appear to consist of shale fragments derived from leveling the ridges and tops of the hills to create a level area. The existing near-level land forms the northern and central portions of the parcel. It is unknown if the fill contains any debris of man-made origin or vegetative matter.

The shale bedrock, which is either exposed at the surface or is overlain by the fill material, is the lower portion of the Mancos Formation of Cretaceous age. The Mancos is a thick sequence of dark gray, thin bedded, marine shale.

### **Geologic Structure**

The dip of the underlying bedrock is about 3° to the northeast away from the nearby Uncompahgre Uplift. The Redlands fault, a dominant structural feature, is located about 7 miles to the southwest.

### **Foundation Materials**

The parcel is comprised of man-made fill overlying Mancos Shale which crops out intermittently at the outer edges of the fill and on the steeper slopes which were not disturbed by excavation during the leveling operation. The fill will be very susceptible to differential settlement upon loading and/or saturation. For building foundations, the fill should either be penetrated by piers or piling, or be removed and replaced with compacted fill.

The undisturbed shale bedrock is expected to have good bearing strengths but could contain bentonitic clays that would swell upon wetting and shrink during drying. It will be imperative to provide both surface and subsurface drainage to minimize changes in moisture in the foundation materials.

The man-made fill would be permeable to runoff from natural precipitation or irrigation of landscape plants. Small pockets of perched ground water could thus be created. Good drainage must be constructed to avoid ground water accumulation which could result in slope stability or swelling clay problems. The surface must be sloped away from buildings to convey roof and flatwork runoff, as well as irrigation water, away from the structure foundations.

Due to the complex array of both in-place shale and man-made fill of shale fragments underneath this proposed subdivision, the foundation characteristics must be investigated by subsurface exploration prior to final design of any structure. Samples of the materials (both fill and bedrock) must be obtained and laboratory testing conducted to determine their engineering properties such as swelling and consolidation potential. This data can then be used to design appropriate building foundations for each structure, including a drainage plan.

The fill materials and bedrock at this site contain soluble salts that could cause deterioration of concrete. Sulfate resistant cement should be used to avoid this possibility.

#### Water Table

The topographic relief of this particular parcel is such that a high ground water table is not expected. However, "boggy" areas exist in low lying locations immediately to the southeast and southwest of this tract. Also, the filling in of low areas with shale debris to create the existing level area has created a situation where water could enter the loose fill and create small pockets of perched ground water. Such saturated pockets could create definite hazards to foundations by causing uplift due to swelling clays or settlement of the uncompacted fill.

Previous investigators have reported free water traveling through fractures in the shale and, in one case at Filing No.3, water in the man-made fill. The source of this water is probably in small part from natural precipitation, but is undoubtedly mostly from irrigation of croplands to the north. The Grand Valley Canal is a short distance to the south but is lower in elevation than the subject parcel. Sewage will be conveyed from the area by municipal collector lines.

The soil moisture conditions and perched water tables are very important to structure foundations at this site and must be investigated prior to design of drainage systems and foundations.

Principally due to irrigation in the general area, water levels may vary with the seasons of the year.

### Slope Stability

This subdivision is composed of a gently sloping area (5 to 8 percent) formed by cut and fill with heavy equipment and also steep slopes of Mancos Shale on the south and southwest portions of the parcel. The areas of man-made fill could settle upon saturation and/or loading and have been discussed above.

The bluffs located near the south margins of the site slope from about 50 to 70 percent and are up to 25 feet high. Instability by slumping or landsliding on these bluffs is possible, especially if saturated by improper surface drainage or ground water seepage from the north. The strength of Mancos Shale is greatly reduced upon saturation. The stability of the bluffs must be carefully considered during site selection for residences on lots near the bluffs, and the structures located away from these steeper slopes.

### FLOOD POTENTIAL

Due to the topography, no flood hazard exists at this subdivision. The site is on a minor drainage divide and no drainageways traverse the property.

### RADIATION HAZARD

Uranium mill tailings were used extensively in the Grand Junction area between 1952 and 1965 for landfill and construction. No readings above background levels were found on the property by a gamma radiation survey conducted on February 28, 1992 (see attached report form).

### CONCLUSIONS

A surface reconnaissance was conducted on February 27 and 28, 1992, at The Falls - Filing No. 2 to identify geologic hazards to subdivision development. The hazards and recommendations are summarized as follows:

1. The man-made fill of shale fragments resulting from leveling of much of this parcel would be very susceptible to settlement upon saturation and/or loading. The character and thickness of this fill must be investigated at each building site prior to foundation design.
2. The Mancos Shale bedrock often contains swelling clays and must also be evaluated on each site prior to design and construction.
3. The fill materials and shale at this site contain heavy concentrations of sulfate salts and sulfate resistant

cement should be used in concrete.

4. Small quantities of ground water are believed to be moving through fractures in the Mancos Shale at depth beneath this site. Surface runoff could also be entering the uncompacted fill areas to create pockets of perched ground water. Since saturation of the shale and man-made fill could result in uplift from swelling clays or settlement of the fill materials, the water tables must be investigated prior to final design.
5. The shale bluffs along the south and southwest margins of this property slope up to 70 percent and present a slope stability hazard, especially if the shale became saturated. Site selection for residences should avoid any location near the steeper slopes of the bluffs.
6. Due to the topography, no flood hazard exists at this site.
7. Uranium mill tailings were not found at the property by a gamma radiation survey conducted along a 50-foot grid spacing on February 28, 1992.
8. Commercial mineral resources of metallic or non-metallic nature are not found in the immediate area. A small possibility for production of oil and/or natural gas from underlying formations exists.
9. The area has a low probability of destructive seismic events.

A number of geologic hazards have been identified at this subdivision but each can be mitigated by proper engineering design prior to construction. The geotechnical data necessary to allow adequate design can be obtained by appropriate techniques such as drilling, sampling, and laboratory testing of the various foundation materials.

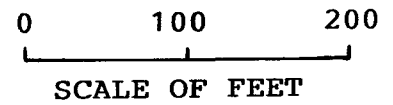
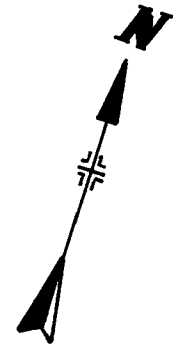
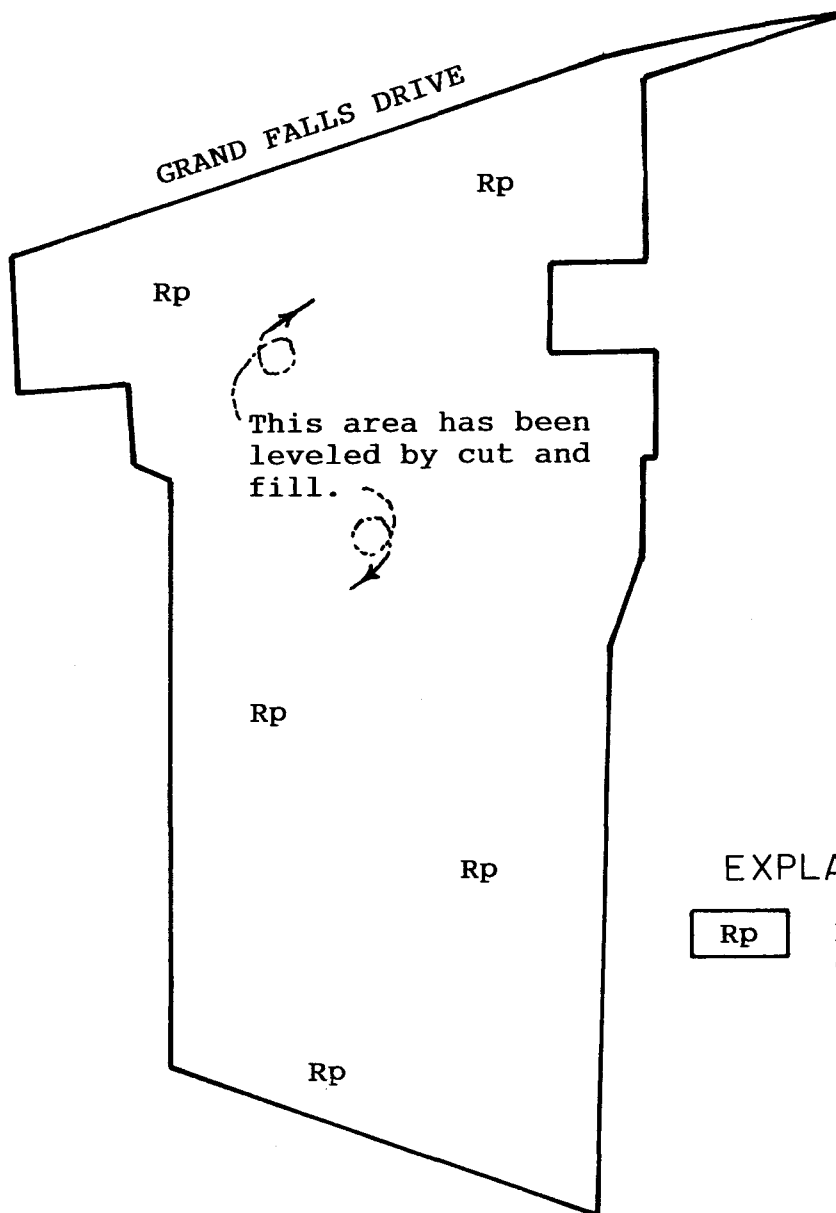
Prepared by:

**BARNES GEOLOGIC CONSULTING, INC.**

*Joe G. Barnes*

Joe G. Barnes, President  
Engineering Geologist





EXPLANATION

- Rp Rough broken land, weathered Mancos Shale and shale fragments at surface, strongly saline.

Adapted from "Soil Map, Grand Junction, Colo. Area", SCS, surveyed 1939-40. The middle and northern portions of this parcel have been leveled since the SCS mapping by cut and fill with heavy construction equipment.

SOILS MAP  
THE FALLS-FILING NO. 2

March, 1992  
Barnes Geologic Consulting, Inc.  
Drawn by JGB

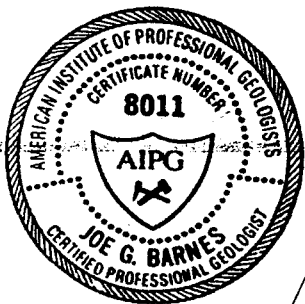
SOIL CONSERVATION SERVICE  
SOIL DATA SHEET

ROUGH BROKEN LAND, CHIPETA AND PERSAYO SOIL MATERIALS, Class VIIIIs (Rp)

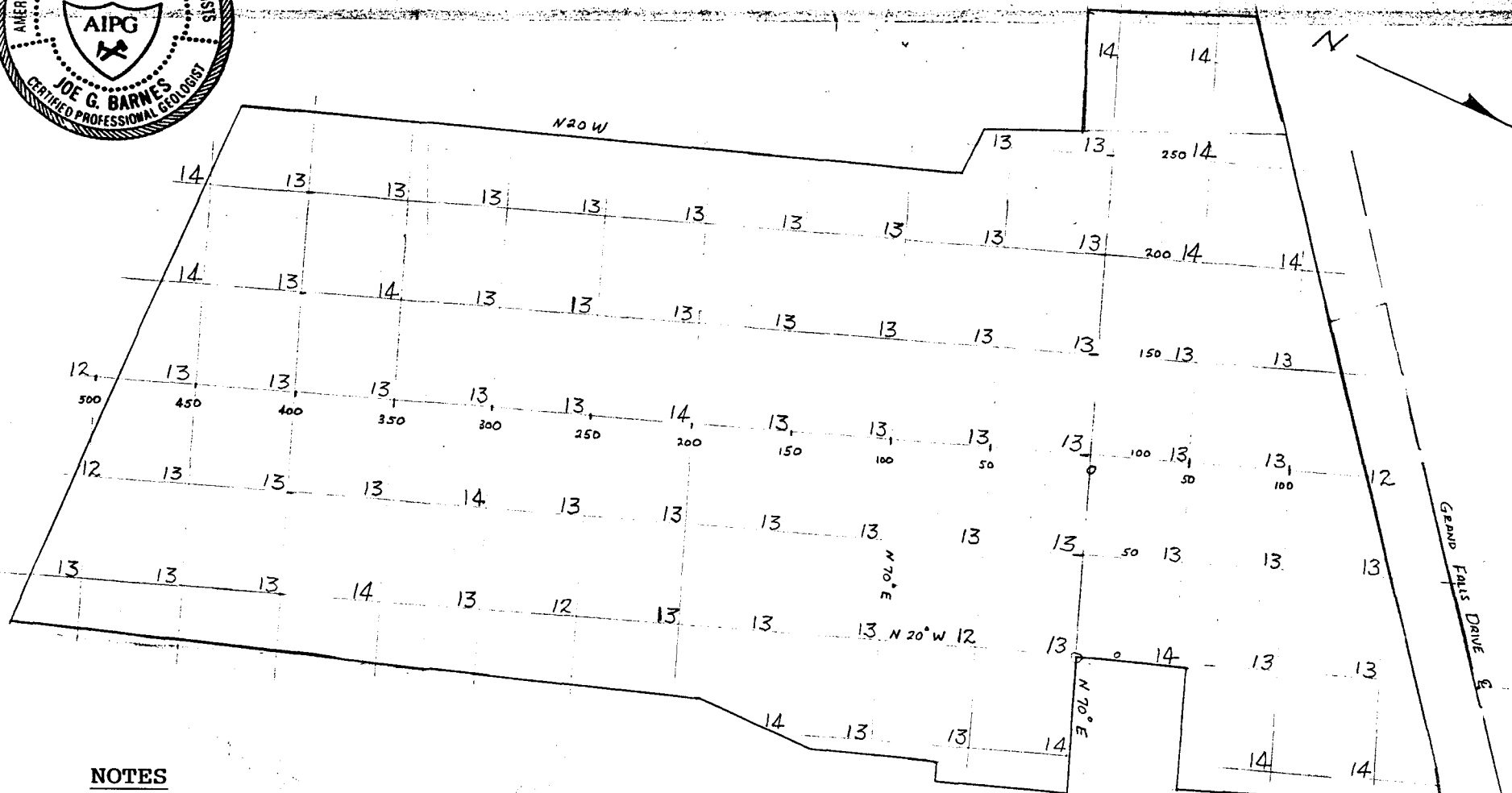
This land type consists mainly of bare Mancos shale. The rather steep areas northeast of Grand Junction consist mainly of bare Chipeta soil-forming material, whereas those north of Mack have a thin to moderately thick mantle of gravelly clay loam, Fruita soil material, overlying the Mancos shale.

Some areas of this land type that have a mantle of soil material could be used for irrigated pasture. Most of the acreage, however, is steep and consists of raw shale. This land type is periodically grazed by sheep, normally late in the fall. The sparse cover consisting of saltsage, saltbush, some shadscale and ryegrass, and other plants provides browse of low value.

Soil limitations are classified as severe for local roads and streets (slopes), shallow excavations (slopes, depth to shale), dwellings (slopes, depth to shale), and sewage lagoons (slopes over 15%). The property is highly variable regarding its limitations for septic tank filter fields and requires on-site investigation.



0 50 100  
SCALE OF FEET



**NOTES**

Gamma radiation survey conducted at 50-foot grid intervals on February 28, 1992 by Joe G. Barnes. Used Ludlum Measurements Scintillometer, Model 19, Micro R Meter. Units shown on drawing are microrentgens per hour. No readings above background found.

**GAMMA RADIATION REPORT**

**THE FALLS - FILING NO. 2**

**FEBRUARY 28, 1992**

Barnes Geologic Consulting, Inc.  
Prepared by Joe G. Barnes



**REVIEW COMMENTS**

(Page 1 of 7)

**FILE NO. #11-92**

**TITLE HEADING: Falls Pointe Subdivision**

**ACTIVITY:** An Outline Development Plan and Final Plat for 5 lots in Falls Pointe Subdivision, a planned residential zone, to reduce the density from 19 units to 12 units.

**PETITIONER:** John Siegfried

**REPRESENTATIVE:**

**LOCATION:** SE corner of 28 1/4 and Patterson Roads

**PHASE:** ODP & Final

**ACRES:**

**PETITIONER'S ADDRESS:** Box 9088  
Grand Junction, Colorado 81502

**STAFF REPRESENTATIVE:** Kathy Portner

-----  
**NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED ON OR BEFORE 5:00 P.M., APRIL 2, 1992.**  
-----

**CITY UTILITIES ENGINEER** 03/16/92  
**Bill Cheney** 244-1590

**SEWER**

1. Adequate cover has not been provided over sewer line between MH #2-1 to MH #1 and between MH #1 to MH #2.
2. No easements are shown between MH #2-1 and MH #2.
3. Line in CGVSD. Contact them for additional comments.

**WATER**

Ute Water.

**COUNTY PLANNING      03/17/92**  
**Linda Dannenberger    244-1771**

Tract A should be labelled "private open space" on the plat.

**GRAND VALLEY WATER USERS ASSOC.    03/18/92**  
**G.W. Klapwyk, Mgr      242-5065**

We appreciate your Department providing use the opportunity to review and comment on "Proposals" affecting our system. This proposal, however, is outside of our service area, so obviously we have no comments to offer.

**CITY PROPERTY AGENT      03/16/92**  
**Tim Woodmansee        244-1565**

The legal description and plat should both indicate that Lot 4 is located in Block 6.

**CITY FIRE DEPARTMENT      03/13/92**  
**George Bennett        244-1400**

No problems with this portion of the filing of the 5 lots. It is my understanding that the balance will be filed at a later date and it is at that time we will check for compliance for fire protection.

**UTE WATER            03/10/92**  
**Gary R. Mathews      242-7491**

**UTE WATER WILL SUPPLY THIS PROJECT.**

Ute Water has a 8" main line on the North side of Grand Falls Drive. Lots 1-5 will need a stub out for water service ran just inside of property line. All cost paid by the contractor.

**POLICIES AND FEES IN EFFECT AT THE TIME OF APPLICATION WILL APPLY.**

**COUNTY ENGINEER      03/04/92**  
**Joseph Bielman        244-1689**

No comments.

**CITY PARKS & RECREATION 03/06/92**

**Don Hobbs 244-1542**

Open Space fee of \$225 per dwelling unit x 5 units is \$1,125.

**CITY POLICE DEPARTMENT 03/04/92**

**J.E. Hall 244-3577**

No negative impact on our department.

**PUBLIC SERVICE 03/04/92**

**Dale Clawson 244-2695**

No objections.

**TRANSPORTATION ENGINEER 03/09/92**

**Dave Tontoli 244-1567**

1. Street light installation on the southeast corner of Grand Falls Drive and South Grand Falls Court, for Grand Falls Drive.
2. Curb, gutter and sidewalk fronting proposed per City Standards.
3. Install of Type III barricading on South Grand Falls Court.
4. Signing per Traffic Engineer.

**U.S. WEST 03/04/92**

**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 at 244-4964.

**CITY DEVELOPMENT ENGINEER 03/10/92**

**Gerald Williams 244-1577**

1. Site Plan:
  - a) ' Track "I" ' should read ' Tract "I" ' (likewise on plat, utility, and W & S Plan)

**CITY DEVELOPMENT ENGINEER, continued**  
**Gerald Williams 244-1577**

03/10/92

2. Final Plat:

- a) The subdivision boundary should cross S. Grand Falls Court from the SW corner of Lot 2 to the SE corner of Lot 3.
- b) What is Tract "A" to be used for? Dedicated ownership?

3. Utility Plan:

- a) Has an easement been obtained for the proposed sewer line which extends outside of the subdivision, Tract "J", and shown R.O.W.?
- b) Are water services existing? If not, they should be shown as proposed.
- c) Show pipe sizes on the plan view.

4. Sewer and Water Plan:

- a) The sewer service to Lot 5 should connect to the sewer main between MH #2-1 and MH #1 (Prior to Station 2+85) in order to reduce the angle of entrance into the main.
- b) Note 6 refers to 48" minimum cover over the sewer main. However, at MH #1, the elevations called out in plan view leave approximately 3.1 feet of cover. Graphically in the profile, there is less than 4 feet of cover near stations 1+00 and 3+00 to 4+00.
- c) MH #1 is drawn in the profile with a rim at elevation 4701 +/-, although the callout elevation is 4700.85 in the profile and 4700 in the plan.
- d) Do water services and meters need to be constructed?
- e) Two inverts into MH#2-1 are called out, leading to the assumption that a stril-out exits which will be connected to with the proposed sewerline. How long (+/-) is the stub-out, is it at 3.75% slope, and how is the tie-in to be made?
- f) Note 2 should read "Extend laterals..." instead of "Carry laterals..."

**CITY DEVELOPMENT ENGINEER, continued** 03/10/92  
**Gerald Williams** 244-1577

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- g) Note 3 is unclear in defining Health Department separation regulations. Clarity may be obtained with the following replacement note:

"Where sewerlines and water mains cross or come within 10 horizontal feet of each other, the sewer pipe shall be a minimum of 18 inches clear distance vertically below the water main; otherwise, special sewerline construction is required which shall consist of: a) AWWA C-900 PVC sewer pipe with 6 inch thick concrete collars which extend at least 6 inches on either side of joints. If the sewerline crosses a water main, an 18 foot minimum length pipe section shall be centered with respect to the water main, having collared end joints; or b) 6 inch thick concrete encasement along the entire length of sewerline.

- h) The specifications in note 7 for sewer mains should allow for use of C900 pipe.
- i) Construction Admin cost estimate for the improvement agreement is low. Use 4% of estimated construction cost. Manhole costs should be at \$1,100 each, not \$750. Cost of street improvements along Lots 2 and 3 for S. Grand Falls Court also must be included in improvements agreement.

**MISSING COMMENTS FROM:**

**Central Grand Valley Sanitation**  
**City Attorney**  
**State Geologic Survey**

**COMMUNITY DEVELOPMENT DEPARTMENT - Kathy Portner 244-1446**

File #11-92 Outline Development Plan on a portion of the Falls, Filing #2, and Final Plan and Plat on 5 lots

Review Comments--March 20, 1992

Proposal

The Falls development was proposed and approved in the early 1980's. The plan included a combination of single family detached units, townhomes and multi-family complexes. Only a portion of the development has been built. One phase of townhomes was built in both filings 2 and 3. Several single-family homes have been built in filing 1.

The petitioner is proposing a revised Outline Development Plan on Filing 2, south of Grand Falls Drive to reduce the number of dwelling units from 19 units to 12 units, for a density of 2.4 units per acre. The overall character of housing proposed is single-family detached units. Lot sizes will range from 5,000 sq.ft. to 10,000 sq.ft. The petitioner is also proposing a final plat and plan on 5 of the 12 lots along Grand Falls Drive.

Surrounding Land Use and Zoning

The Falls Subdivision is zoned Planned Residential 8 units per acre. The property on the southeast corner of 28 1/4 Road and Patterson Road is zoned Public Zone because it is owned by the City and is being developed for a Fire Station. The property just to the east of the City property is zoned Planned Residential 9.5 units per acre and is undeveloped. The property south of the Falls is zoned Residential Multi-family 16 units per acre. Across 28 1/4 Road is the Bethesda Care Center which is zoned Planned Residential 8 units per acre and across Patterson Road is vacant land outside the City limits.

Patterson Road Corridor Guideline

The Patterson Road Corridor Guideline encourages residential development only along the stretch of the corridor from 15th Street to 30 Road. Encroachment of new businesses is discouraged. The Guideline also suggests that new residential development with 10 units per acre is the most compatible and appropriate density. The Falls subdivision, as it exists and is proposed does meet the intent of the Guideline.

Revised Outline Development Plan

The proposed reduced density will be much more compatible with the difficult soil conditions and steep topography.

The petitioner is proposing 12 large lots on approximately 5 acres for an overall density of 2.4 units per acre. Lots will range in size from 5,000 sq.ft. to 10,000 sq.ft. The character of the housing proposed in single-family detached units.

The Zoning and Development Code requires a proposed schedule of development for the area within the Outline Development Plan.

In future phases will South Grand Falls Court be left as platted or does the developer anticipate reconfiguring the roadway?

Revised Final Plan and Plat

The Site Plan does not show proposed building envelopes. Building setbacks must be proposed at this time for consideration.

Is irrigation water being proposed for the subdivision? The covenants should discuss the type of landscaping to be used to conserve water and be compatible with the sensitive soil conditions.

A reference on the plat should be made that Fall Pointe is a Replat of lots 1,2,3,4,9,10,11 and Tracts K and I of the Falls, Filing No. 2.

What is the purpose of Tract A?

All areas of irregularly shaped lots must be indicated (section 6-8-2.A.1.1).

Why is the south boundary line of lot 4 showing 2 dimensions?

Why is the easement across lot 2 shown as a utility and sewer easement and is 20' instead of 10' like all the others?

At least one elevation benchmark based on U.S.G.S. sea level datum shall be set (section 6-8-2.A.3.c).

Recommendations

A recommendation will be made after reviewing the petitioners response to review comments.

# SUGGESTED MOTIONS

**ITEM:** #11-92 (Page 1 of 1)

**PETITIONER:** John A. Siegfried

**PROPOSAL:** An Outline Development Plan (ODP) for the Falls, Filing 2 to reduce the density from 19 units to 12 units, and a Final Plat for 5 lots in the Falls Pointe Subdivision.

**PRESENTED BY:** Kathy Portner

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**COMMENTS:** SEE REVIEW AGENCY SUMMARY SHEET COMMENTS

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Motion for Outline Development Plan:

**APPROVAL:** "Mr. Chairman, on item #11-92, a request for an Outline Development Plan for the Falls, Filing 2 to reduce the density from 19 units to 12 units, I move that we approve this subject to Staff recommendations dated April 7, 1992."

**DENIAL:** "Mr. Chairman, on item #11-92, a request for an Outline Development Plan for the Falls, Filing 2 to reduce the density from 19 units to 12 units, I move that we deny this request for the following reasons:" (STATE REASONS)

Motion for Final Plat:

**APPROVAL:** "Mr. Chairman, on item #11-92, a request for a Final Plat & Plan for 5 lots in the Falls Pointe Subdivision, I move that we approve this subject to Staff recommendations dated April 7, 1992."

**DENIAL:** "Mr. Chairman, on item #11-92, a request for a Final Plat & Plan for 5 lots in the Falls Pointe Subdivision, I move that we deny this request for the following reasons:" (STATE REASONS)



April 2, 1992

FILE NO. #11-92

Falls Pointe Subdivision

Responses to Review Comments:

The development schedule for this project is completion of any improvements required within one year.

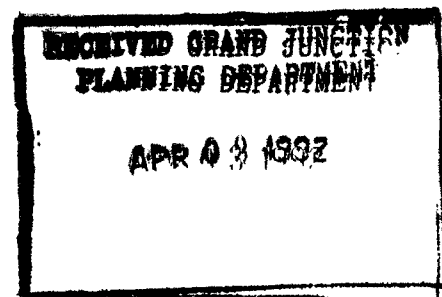
Re: Future phases; We anticipate replatting the balance The Falls Filing #2...all lots will be changed, South Grand Falls Court will be vacated at a future date. As there is no process to vacate a plat, we will be replatting Falls Filing #2 in phases. We will not be building the project as originally designed and engineered. We understand that the ODP revision voids all previous engineering and allows for a new design which we are proposing. We will revise all drawings to reflect review comments pertaining to engineering on the new design. Exceptions: we intend to leave the boundary crossing South Grand Falls Court as is, as this is how the County Surveyor has desired it in the past. Sewer service to Lot 5 has to remain as is due to a large draw that would have to be crossed to achieve the alignment requested.

A street lite will be installed at property corner Lot 4/5 and one in our next phase 160 ft. from north flowline of Grand Falls Drive down South Grand Falls Court as agreed to with Dave Tontoli.

We do not believe any improvements are needed at this time for the short stub of South Grand Falls Court. We feel it is more appropriate to tie this to our next phase when the street will then be needed.

There is no irrigation for this site. Covenants will be amended as requested.

South boundary of lot 4 has 2 dimensions because this is the point of beginning for legal description.

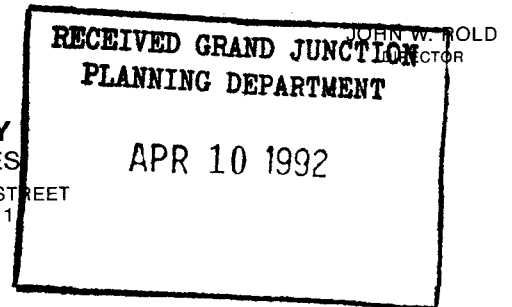


STATE OF COLORADO



ROY R. ROMER  
GOVERNOR

COLORADO GEOLOGICAL SURVEY  
DEPARTMENT OF NATURAL RESOURCES  
715 STATE CENTENNIAL BUILDING — 1313 SHERMAN STREET  
DENVER, COLORADO 80203 PHONE (303) 866-2611



April 6, 1992

MA-92-0020

City of Grand Junction  
Community Development Department  
250 North 5th Street  
Grand Junction, Colorado 81501

Re: The Falls, Filing 2 "Falls Pointe"

Gentlemen:

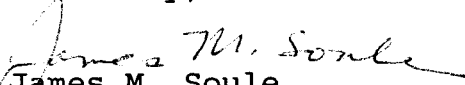
At your request we have reviewed the materials submitted for and made a field inspection on March 18, 1992, of the site of this latest filing of and the overall existing development at "The Falls" development near the intersection of Patterson and 28 1/4 Roads, Grand Junction. The following comments summarize our findings.

The most serious geology-related constraint to the residential development of this property is that Mancos Shale bedrock, which has moderate-to-high shrink-swell potential, is found at or near the surface over the entire parcel. This shale also contains chemical salts which are corrosive to concrete and some metals. Where the shale is not exposed, the parcel is underlain by fills derived from the bedrock or vestiges of ancient river gravels which, in the natural state and prior to regrading for the subdivision, capped hills in the area. As evidenced by the condition of buildings and, especially, pavements in the built-out parts of the subdivision, extreme care should be taken to control drainage and landscaping irrigation in this new filing so that soil moisture beneath buildings and pavements remains essentially constant during and after construction. Sulfate-resistant concrete should be used in all construction and grades near buildings should maintain positive drainage away from them. All roof drainage should be carried in downspout extensions out away from buildings. It is somewhat difficult to grow common kinds of landscaping plants in the area and low-moisture-demand or xeriscape landscaping is recommended. Engineered foundations, designed by a qualified soils and foundation engineer, should be used for all buildings.

City of Grand Junction  
Community Development Department  
April 6, 1992  
Page 2

The proposed, slightly lower-density development than that already built should enhance the feasibility of following the recommendations made above. If they and those made in the submitted Barnes Geologic Consulting, Inc., report are followed and made a condition of approval of this filing, then we have no geology-related objection to it.

Sincerely,

  
James M. Soule  
Engineering Geologist

File #11-92 ODP & Final on 5 Lots, The Falls Filing 2--Falls Pointe  
Recommendations (4/7/92)

The petitioner has responded to the review comments. Staff recommends approval of the ODP and Revised Final Plat and Plan (dated 4/3/92) with the following conditions:

1. All concerns of the City Utility Engineer and Central Grand Valley Sanitation be resolved and final engineered stamped drawings be submitted and accepted by both entities. The necessary sewer easement to the south must be recorded by separate deed.

2. That a notation be made on the plat and by separate document that the Outline Development Plan on the balance of filing 2 supersedes all past approvals and that development of those existing lots will require review and approval through the preliminary and/or final plan process.

3. All technical concerns of the City Traffic Engineer and City Development Engineer (as shown in revised comments dated 4/7/92) must be resolved prior to recording the plat.

4. All final construction drawings must be reviewed and approved by the City Engineer prior to recording the plat.

5. The final draft of the covenants be reviewed and approved by the City.

6. All technical concerns on the plat must be resolved prior to recording the plat.

7. Review comments have not been received from the State Geological Survey. The plat cannot be recorded until comments are received from the Survey and any issues identified resolved.

8. For this type of large lot development, those portions of building envelopes shown as 0' should be at least 5'.

9. South Grand Falls Court as shown on the proposed replat will end at the south property lines of lots 2 and 3 and improvements made to that point or money escrowed for those improvements as per section 5-4-1.E of the Zoning and Development Code.

10. A site plan will be provided showing more detail than ~~the~~ required by the ODP to show the proposed extension of S. Grand Falls Ct. and proposed lot configuration of Phase II to the south for the purpose of determining the best location for the sewer line to the south.

Falls Pointe #2

SRW 4/7/92

The following is in response to the developer's response to our initial review comments,

1. If the proposed sewer alignment was to be accepted as proposed, the lot 5 service tap must enter the top of the sewer main or at an angle less than  $90^\circ$  to the direction of flow as indicated earlier, <sup>over</sup> If that requires an additional clean out and bend in the service line, However, we understand that CGVSD will not likely approve of the proposed alignment.
2. We requested easements for sewerlines outside of public right-of-ways. The Sewer and Water Plan and the Utility Composite Plan shows proposed or existing? easements for these facilities, but ~~there are~~ ~~not~~ the proposed plat does not, nor <sup>was</sup> any legal document submitted that ~~pro~~ provides for an easement along the alignment. These must be provided, if the sewerline will not be in public right-of-way?
3. The developer response speaks of eventual replatting of Falls Filiny #2 ~~along the~~ ~~per~~ south of the proposed 5 lots. Will there be serviceable with the current sewer alignment? Will more easements be required? What guarantee do we have that the balance of Filiny #2 will be replatted to allow sewer service? It would

be strongly advised to replat the entire Filby #2 now to coordinate lots and services rather than proceed in quilt patchwork fashion working at top and bottom, and hopefully being able to match the middle later.

it is already known that

4. The proposed subdivision is in the City not the County; therefore, the ~~past~~ alleged former denial of the County surveyor are not of interest to us. If the proposed future replating of the balance of ~~Tract~~ Filby #2 is not accommodated by the continuation of the right-of-way as previously requested, then the entire Filby #2 should be replatted at this time, and the work could be phased. Otherwise, the boundary shall be reverted per our previous comments.

question we had about the

5. The ~~issue~~ <sup>question</sup> to the existing manhole was not addressed. (See 5e of previous comments.)
6. We did not receive a revised Improvement Agreement as requested.



# WestWater Engineering

Consulting Engineers

502 WEST EIGHTH ST.

P.O. BOX 1470 - PALISADE, COLORADO 81526

(303) 464-5134

April 7, 1992

John Siegfried  
Box 9088  
Grand Junction, CO 81502

RE: Central Grand Valley Sanitation District Review Comments  
on Resubmittal of the Falls Pointe Subdivision (Partial  
Replat of Falls Filing #2)

Dear Mr. Seigfried,

We have reviewed the resubmittal for the sewerline extension for the Falls Pointe Subdivision and have the following comments. We have used the same numbering sequence as our letter to you of March 24, 1992.

1. We will reiterate again, that the District's policy requires that whenever possible, new sewerlines shall be located within the road right-of-way to provide access to cleaning and maintenance equipment, as well as provide adequate service to both sides of the street. As stated in our letter of March 24, the sewer alignment as proposed is unacceptable to the District, and will not be allowed to connect to the District's system. If future development plans are to vacate South Grand Falls Court and realign the street through the remainder of Filing #2, then this should be completed in conjunction with this replat. The new sewerline extension shall be located within the new street right-of-way.

Where installing a sewerline that will provide service to other portions of a plat, at least some level of planning should be completed as to how service is to be provided to these areas. It makes no sense to provide service to the upper five lots, without considering how the remaining portion of the plat is to be served.

We disagree with your review comment response that the sewer alignment has to remain as is due to a large draw that would have to be crossed. As stated in our March 24 letter, service can be provided to Lot 5 by installing the sewerline to run from west to east toward South Grand Falls Court. We agree that this is an adverse grade to the existing ground profile, but service can be provided in this manner

if the sewer along South Grand Falls Court is designed to have adequate depth at Manhole #2. From your engineer's profile, Manhole #2 would be approximately 8 to 10 feet deep in order to provide service in this manner.

In conclusion of this item, the District Board has reviewed the proposed alignment, and is unacceptable as presently designed. The sewerline shall be located in either the present alignment of South Grand Falls Court or the alignment of the new street that should be dedicated on this replat.

2. The street design where the sewerline is located in South Grand Falls Court or the newly aligned street should be completed to ensure that adequate cover over the sewerline is maintained. The finished street grade is to be shown on the sewerline profile. It appears that a cut (approximately 5 feet from preliminary elevations taken at the site) will be required near the intersection of South Grand Falls Court and Grand Falls Court. With the present sewer design, the sewerline would have approximately 1 foot of cover from finished street grade. This is unacceptable.
3. Easements have been shown on the sewerline plan but have not been shown on the final plat. It will be necessary to show these easements on the final plat, since this is the legal document of record. Any easements required outside of the Filing #2 boundary, will require additional easements to be executed by the existing property owner and the District. This also applies to the proposed sewer service lines to Lots 4 and 5 that are located outside the boundaries of Filing #2, and cross private property prior to connection with the sewer main.

If the property owner for Filing #2 and the existing property to the west are the same, it may be possible to incorporate these easements in the Filing #2 replat through some type of statement on the plat.

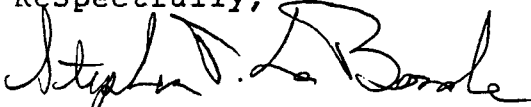
4. All existing lots in Filing #2 should be shown on the plan view, and the lots shall be numbered.
5. It is the District's policy that sewer service lines be extended to all lots upon extension of a sewer main in a development. This applies to the existing lots for Filing #2. If it is the developer's intention to replat all of Filing #2, then this should be accomplished during this phase. Services



would then be extended to the replatted lots at the time of the sewerline extension.

6. Service lines shall not be connected directly into the manholes. The service line to Lot 1 should be shown connecting outside of the manhole or a note added stating the service line is to be connected outside of the manhole.
7.
  - a. Has been addressed.
  - b. Existing sewerlines shall be designated with dashed lines.
  - c. The dot pattern for the profile shall be set to indicate .5 feet vertically and 5 feet horizontally for each dot.
  - d. Has been addressed.
  - e. Has been addressed.
  - f. The type of pipe for the sewer main (PVC) needs to be shown on the plan view.
  - g. The standard City of Grand Junction sewerline detail sheet is required as part of the final submittal.
  - h. Has been addressed (we apologize for missing this on the original submittal).
  - i. Has been addressed.
8.
  - a. Has been addressed.
  - b. Has been addressed.
  - c. Has been addressed.
  - d. Has been addressed.
9. Has been addressed.
10. The Central Grand Valley Sanitation District Sewerline Extension Agreement and Application will need to be executed prior to construction of the new sewer main. The application and processing fee need to be submitted to the District as soon as possible to continue the process that requires Board review prior to final approval.

Please revise the plans to reflect the aforementioned review comments and resubmit the plans to us for the District's approval. Please note that construction on the sewerline extension shall not begin until such time that the plans have been approved by the District and the petitioner has executed the Sewerline Extension Agreement.

Respectfully,  
  
Stephen T. LaBonde  
District Engineer

STL/sc

cc: Bill Cheney, City of Grand Junction  
Gerald Williams, City of Grand Junction  
Community Development Department, City of Grand Junction  
Edith Kinder, Central Grand Valley Sanit. Dist.  
Fred Bishop, Bishop Construction Co.  
QED Surveying Systems



Outline Development Plan & FINAL on 5 lots

FILE NUMBER #11 98

ACRES \_\_\_\_\_

UNITS \_\_\_\_\_

DENSITY \_\_\_\_\_

ACTIVITY ODP on the Falls, filling 2 & Final on a portion

PHASE ODP & Final

COMMON LOCATION SE of 28th & Patterson

DATE SUBMITTED \_\_\_\_\_ DATE MAILED OUT \_\_\_\_\_ DATE POSTED \_\_\_\_\_

DAY REVIEW PERIOD \_\_\_\_\_ RETURN BY \_\_\_\_\_

OPEN SPACE DEDICATION (acreage) \_\_\_\_\_ OPEN SPACE FEE REQUIRED \$ \_\_\_\_\_ PAID RECEIPT # \_\_\_\_\_

RECORDING FEE REQUIRED \$ \_\_\_\_\_ PAID (Date) \_\_\_\_\_ DATE RECORDED \_\_\_\_\_

REVIEW AGENCIES

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z AA BB CC DD EE FF GG

Table with 28 columns (A-Z) and 28 rows of agencies. Rows include Planning Department, City Engineer, Transportation Engineer, City Parks/Recreation, City Fire Department, City Police Department, County Planning, County Engineer, County Health, Floodplain Administration, G.J. Dept. of Energy, Walker Field, School District, Irrigation, Drainage, Water (Ute, Clifton), Sewer Dist. (FV CGV OM), U.S. West, Public Service (2 sets), State Highway Department, State Geological, State Health Department, City Property Agent, City Utilities Engineer, City Attorney, Building Department, DDA, GJPC (7 packets), CIC (11 packets), Other: State Geologic Survey.

TOTALS

BOARDS

DATE

PC 4/7/92 ODP - approval subject to Staff Recommendations 4/7/92 (6-1) Final Plat & Plan subject to Staff Recommendations 4/7/92 (6-1)

STAFF

APPLICATION FEE REQUIREMENTS

ODP - \$185.00 + Final \$225 + \$5/lot Separate \$50.00 check for sign deposit





# WestWater Engineering

Consulting Engineers

502 WEST EIGHTH ST.

P.O. BOX 1470 - PALISADE, COLORADO 81526

(303) 464-5134

RECEIVED GRAND JUNCTION  
PLANNING DEPARTMENT

April 24, 1992

MAR 27 1992

Mr. John Siegfried  
Box 9088  
Grand Junction, CO 81501

RE: Central Grand Valley Sanitation District Review Comments  
on the Falls Pointe Sanitary Sewer Plan

Dear Mr. Siegfried:

The following are the review comments for the Central Grand Valley Sanitation District regarding the proposed sewer service for the Falls Pointe Subdivision.

1. The proposed sewer alignment along South Grand Falls Court is unacceptable to the District, and will not be allowed to connect to the District's system as presently designed. The District requires that, wherever possible, new sewerlines be located within the road right-of-way to provide access to cleaning and maintenance equipment. The original approved design by Paragon Engineering for the Falls Filing No. 2, is located in the right-of-way for South Grand Falls Court. The petitioner can use this approved design for the sewerline extension.

A new design will be required for the short 150 foot sewerline extension between proposed Manhole No. 1 and Manhole No. 2, to provide service to Lots 3, 4 and 5. This section of sewerline would be run at an adverse grade to the existing ground profile; however, adequate depth can be provided in the sewer along South Grand Falls Court to provide service in this manner (flow from West to East). The approximate depth of Manhole 2, if the sewerline is run at a minimum slope (0.40%) and Manhole No. 1 remains at the same elevation, would be 8 feet. This depth can be reduced by reducing the depth at Manhole No. 1, provided service can be adequately provided to Lots 4 and 5. The approved Paragon

Engineering plans can be utilized, or the sewerline can be redesigned along South Grand Falls Court. At present, a stubout exists at existing Manhole No. 2-I along the alignment of the approved Paragon plans.

2. The Paragon sewerline along South Grand Falls Court is considerably deeper than what is proposed. This indicates that the street design for South Grand Falls Court may include some excavation or a different elevation datum was used; however, the invert elevations for existing Manhole 2-I are the same for both designs. Any redesign of the sewerline along South Grand Falls Court should be correlated with the approved street design to ensure adequate cover is maintained over the sewerline upon construction of the future street.
3. No easements have been provided for the sewerline outside of the street right-of-way. The District requires a 20 foot perpetual easement (10 feet each side of center line) for all sewerlines outside of the public right-of-way and should be so dedicated on the plat. A portion of the sewerline between Manhole 1 and Manhole 2 is also located outside of the recorded Filing 2 plat. An additional easement will be required for this portion of sewerline to be executed by the existing property owner and the District.

Easements will also be required for the service lines to Lots 4 and 5, since they also cross private property prior to connection with the sewer main.

4. All existing lots in Filing 2 that will remain after approval of the re-plat are to be shown on the plan view and the lots shall be numbered.
5. Sewer service lines shall be extended to all lots (both existing and re-platted lots) upon extension of the sewer main. All service lines shall be shown on the plan.
6. Service lines shall not be connected directly into manholes as shown for the service to Lot 1. Services are to connect directly to the sewer main and should be shown as such.
7. The following minimum drafting standards shall apply to all submittals to the District and the plans should be revised as such.
  - a. Existing manholes shall be designated with an open circle.

- b. Existing sewerlines and utilities shall be designated with a dashed line.
  - c. The profile portion of the plan shall be at least 9 inches wide (if room permits) on the lower half of the sheet. A dot pattern line shall be provided at 2-1/2 foot intervals vertically, and 25 foot intervals horizontally. The LT scale (ACAD system) for the dot pattern line on the profile grid should be set to indicate .5 feet vertically and 5 feet horizontally for each dot (LT scale 8.0). The standard sheet dimensions should have 1/2 inch borders on the top, bottom, and right hand side of the sheet, with the border on the left hand side of the sheet to be either 1-1/2 inches to 2 inches wide.
  - d. The elevations in the profile block of the sheet shall be on five foot intervals, placed on the top of the line, indicating the elevation. Presently the elevations are below the line at 10 foot intervals.
  - e. The length of each section of sewerline shall be shown on the profile portion of the plans.
  - f. The size and type of sewer main (8 inch PVC) needs to be shown on both the plan view and profile.
  - g. The standard City of Grand Junction sewerline detail sheet is required as part of the Final Design submittal.
  - h. The datum base and benchmark used to determine elevations is to be shown on the plans.
  - i. The approval signature blocks shall indicate the Central Grand Valley Sanitation District rather than the City of Grand Junction. If the City also requires signature blocks, they should be placed on the plans, in addition to the Central Grand Valley Sanitation District signature blocks.
8. The following notes shall be added to the plans.
- a. All materials and workmanship shall be subject to inspection by the Central Grand Valley Sanitation District. The Central Grand Valley Sanitation District and the City of Grand Junction reserve the right to accept or reject any materials and

workmanship that does not conform to the standards and specifications of either the Central Grand Valley Sanitation District or the City of Grand Junction.

- b. The Contractor shall have one signed copy of the plans at the job site at all times.
  - c. All service line connections to the new main shall be accomplished with full body Yee's or Tee's. Tapping saddles will not be allowed.
  - d. Alignment and grade for the sewer main shall be maintained by means of a pipe laser.
9. A professional engineer shall stamp and sign all drawings submitted to the District.
10. The Central Grand Valley Sanitation District Sewerline Extension Agreement and Application will need to be executed prior to construction of the new sewer main.
11. We should note that this parcel of property is located both within the City of Grand Junction and within the Central Grand Valley Sanitation District. The policies and regulations at both entities shall be abided by. In case of differences between the two entities, the greater quality shall govern.

Please have your Engineer revise the plans and resubmit to us for our approval, addressing the aforementioned review comments. We have enclosed a copy of the plan and profile of the approved Paragon sewerline design for South Grand Falls Court for your reference, as well as the District's sewerline extension application and agreement. Please execute the application and return to us or the District offices as soon as possible.

Respectfully,



Stephen T. LaBonde, P.E.  
District Engineer

STL:je

Enclosures

cc: Bill Cheney, City of Grand Junction  
Community Development Dept., City of Grand Junction  
Edith Kinder, Central Grand Valley Sanitation District  
Fred Bishop, Bishop Construction Co.  
QED Surveying Systems

SPECIAL WARRANTY DEED

THIS DEED, Made this 28th day of November, 1990  
between RESOLUTION TRUST CORPORATION AS RECEIVER FOR  
VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND  
JUNCTION

BOOK 1815 PAGE 135

a corporation duly organized and existing under and by virtue of the laws of the State of United States  
of America, grantor, and

John A. Siegfried

whose legal address is P.O. Box 60214, Grand Junction

1557647 11:52 AM 11/29/90  
MESA CO. CLK & REC MESA COUNTY CO  
DOC \$ 2.80

of the County of Mesa, State of Colorado, grantee(s):

WITNESSETH, That the grantor, for and in consideration of the sum of  
TWENTY EIGHT THOUSAND AND NO/100 (\$28,000.00) DOLLARS  
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell,  
convey, and confirm, unto the grantee his heirs, successors and assigns forever, all the real property, together with improvements, if any,  
situate, lying and being in the County of Mesa, State of Colorado,  
described as follows:

All that property described on Exhibit "A" attached hereto

SUBJECT TO reservations contained in U. S. Patents, apparent and  
recorded easements and rights of way, restrictions and  
reservations appearing of record in Mesa County, Colorado

also known by street and number as: Vacant Land

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and  
reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor,  
either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee his heirs,  
successors and assigns forever. The grantor, for itself, its successors and assigns does covenant and agree that it shall and will WARRANT AND  
FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs, successors and assigns,  
against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its authorized person  
[Signature]

Attest:

RESOLUTION TRUST CORPORATION, as  
Receiver for Valley Federal Savings  
and Loan Association of Grand Junction  
By [Signature]  
Financial Institution Specialist

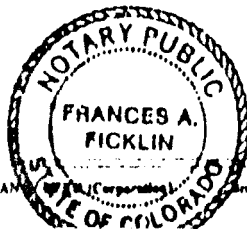
STATE OF COLORADO

County of Mesa

The foregoing instrument was acknowledged before this 28th day of November, 1990  
by Rodney A. Moran, Financial Institution Specialist for Resolution Trust  
Corporation, as Receiver for Valley Federal Savings and Loan Association of  
Grand Junction, a corporation.

My commission expires November 7, 1992  
Witness my hand and official seal.

[Signature]  
Notary Public  
225 No. 5th Street  
Grand Junction, Colorado



\*If in Denver, insert "City and"

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EXHIBIT "A"

BOOK 1815 PAGE 136

PARCEL I:

Lot 9 in  
Block 2 of  
THE FALLS - FILING NO. TWO

PARCEL II:

Lots 11, 12, 13, 14 and 15 in  
Block 2 of  
THE FALLS - FILING NO. THREE

PARCEL III:

A tract of land in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 7, Township 1 South,  
Range 1 East, Ute P.M., more particulary described as:

Commencing at the SW corner of Lot 15, Block 2, THE FALLS-  
FILING NO. THREE; Thence S 02°07'42" E along the easterly  
right of way of 28 $\frac{1}{2}$  Road 56.98 feet to the TRUE POINT OF BEGINNING;  
Thence along the southerly boundry of Grand Falls Drive the following  
5 courses and distances:

- (1) N 72°44'46" E 56.89 feet;
- (2) along the arc of a curve to the right having a radius of 350.29  
feet and a central angle of 17°05'14" a distance of 104.47 feet;
- (3) N 89°50' E 195.00 feet;
- (4) along the arc of a curve to the left having a radius of 127.50  
feet and a central angle of 37°25' a distance of 83.26 feet;
- (5) N 52°25' E 146.05 feet to the NW corner of TRACT K, THE FALLS-  
FILING NO. TWO;

Thence S 23°49'36" E 150.90 feet; Thence N 89°50' E 22.60 feet;  
Thence S 19°53'20" E 362.72 feet to the South line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$   
of Section 7; Thence S 89°57' W along the South line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$   
of Section 7 a distance of 721.52 feet to a point on the easterly  
right of way of 28 $\frac{1}{2}$  Road; thence along the easterly right of way  
of 28 $\frac{1}{2}$  Road the following 2 courses and distances:

- (1) N 01°15'14" W 28.62 feet;
- (2) along the arc of a curve to the left whose radius is 1184.50  
feet and whose long chord bears N 06°49'56" W a distance of  
230.33 feet to a point on the West line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of  
Section 7;

Thence along the west line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 7; N 02°07'42" W  
73.75 feet more or less to the TRUE POINT OF BEGINNING.

#11 92

SPECIAL WARRANTY DEED

RODNEY A. MORAN, FINANCIAL INSTITUTION SPECIALIST IN CHARGE FOR THE RESOLUTION TRUST CORPORATION AS RECEIVER FOR MESA FEDERAL SAVINGS AND LOAN ASSOCIATION OF COLORADO whose address is 6th and Road, Grand Junction \* County of Mesa

BOOK 1826 PAGE 984

and State of Colorado for the consideration of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$13,500.00) dollars.

in hand paid, hereby sell(s) and convey(s) to JOHNNIE A. SIEGFRIED

whose legal address is P O Box 60214, Grand Junction,

1564691 03:50 PM 03/07/91 MONIKA TODD CLK&REG MESA COUNTY CO DOC# 1.35

County of Mesa and State of Colorado

the following real property in the County of Mesa

and State of Colorado, to wit:

Lots 1 through 4, both inclusive, in Block 6 and Lots 9 through 23, both inclusive, in Block 4 of THE FALLS FILING NO. 2

TOGETHER WITH any and all water, water rights, ditches and ditch rights appurtenant thereto or used in connection therewith

SUBJECT TO: 1991 taxes due and payable in 1992 and subsequent years; easements, restrictions, reservations and rights of way of record if any.

also known as street and number (Vacant land)

with all its appurtenances and warrant(s) the title against all persons claiming under (me) (us).

Signed and delivered this 6th day of March 1991

Rodney A. Moran, Financial Institution Specialist in Charge for The Resolution Trust Corporation as Receiver for Mesa Federal Savings and Loan Association of Colorado

[Signature] Rodney A. Moran

STATE OF COLORADO,

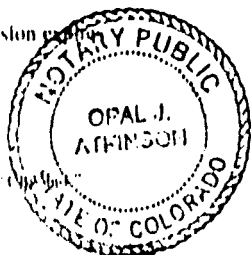
County of Mesa

ss.

The foregoing instrument was acknowledged before me this 6th day of March

1991 by Rodney A. Moran, Financial Institution Specialist in charge for The Resolution Trust Corporation as Receiver for Mesa Federal Savings and Loan Association of Colorado

My commission expires May 9, 1994. Witness my hand and official seal.



[Signature] Opal J. Atkinson P.O. Box 247, Grand Jct., CO 81502

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**8. Covenants of Grantor.** Grantor covenants and agrees: (a) to pay and satisfy all the Obligations and to keep and perform according to their terms all the covenants and agreements contained in this deed of trust, the Note and in any other instrument which may have been executed in connection with this deed of trust; (b) to pay and satisfy when due all claims, taxes and assessments and prior encumbrances which affect the Property and not to permit or suffer any other lien against the Property, except with the prior written consent of Beneficiary; (c) to obtain and maintain at all times policies of fire and extended coverage insurance in an amount equal to the full insurable value of all improvements on the Property and such other hazard insurance as Beneficiary may require, all with such policy provisions and with such companies as may be approved by Beneficiary, with Beneficiary named as an insured party, and to assign and deliver the policies of insurance to Beneficiary, and to authorize application of the entire insurance proceeds from such policies to the payment or, in the discretion of Beneficiary, prepayment of all or any part of the Obligations, with the surplus, if any, to be paid to Grantor; (d) to keep the Property and any improvements which may at any time be on the Property in good condition and repair and to commit or suffer no waste; (e) not to commit or suffer destruction or removal of any improvements which may at any time be on the Property without the prior written consent of Beneficiary, and not to assign the rents or income from the Property except to Beneficiary; (f) to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing the Property or its use; (g) to appear in and defend any action or proceeding purporting to affect the Property, the Note, this deed of trust or Beneficiary's rights therein or herein and to pay or reimburse Beneficiary for all costs and expenses, including attorneys' fees, incurred by Beneficiary as a result of any such action or proceeding; (h) that all awards and proceeds received in connection with the condemnation of or injury or damage to the Property or amounts received in lieu of such awards or proceeds shall be paid to Beneficiary and shall be applied by Beneficiary first to costs and expenses, including attorneys' fees, incurred by Beneficiary in connection with such awards or proceeds and then to the payment or, in the discretion of Beneficiary, prepayment, of the Obligations with the surplus, if any, to be paid to Grantor; (i) that, if Grantor fails to keep and perform any covenant or agreement contained in this deed of trust according to its terms, Beneficiary may, after reasonable notice, take or cause to be taken such action as it deems necessary or desirable to the extent that such covenants and agreements may be kept and performed, and any sums advanced or costs and expenses incurred by Beneficiary in connection therewith, including attorneys' fees, shall become due immediately without notice and shall be due and payable on demand and shall bear interest at the rate on the face of the promissory note; (j) at the request of Beneficiary, to deposit with Beneficiary each month an amount equal to one-twelfth of the estimated annual real estate taxes and assessments for the Property and one-twelfth of the estimated annual insurance premium to be applied to payment of taxes and insurance as required; and (k) to notify Beneficiary promptly upon the violation of any covenant contained in this deed of trust.

**9. Environmental Covenant and Indemnity.** (a) Grantor covenants and agrees that the Property is not currently the subject of any threatened or existing litigation, judgment, decree, order, citation, complaint or notice of violation relating to or arising out of environmental laws or issues. To the best of Grantor's knowledge, (i) the use of the Property will not result in Contamination or Threatened Contamination, and no Contamination or Threatened Contamination was formerly or is presently on or under the Property that could lead to the payment of or for damages, penalties, injunctive relief or clean-up costs or would require clean-up, removal or remedial action under any environmental law or regulation thereunder or common law, and (ii) the Property is in compliance with all applicable environmental laws. (b) Grantor agrees to defend, indemnify and hold harmless Beneficiary for, from, and against, and to reimburse Beneficiary with respect to any and all claims, actions, costs and expenses whatsoever (including, without limitation, attorneys' fees and expenses and costs reasonably incurred), known or unknown, asserted against or incurred by Beneficiary at any time by reason of or arising out of or relating to any actual or alleged violation of any existing or future environmental law or regulation thereunder or actual or threatened Contamination on or under the Property, whether or not such Contamination was in violation of any environmental statute or regulation thereunder. This indemnity shall last indefinitely and is specifically intended to survive the release of this deed of trust. (c) The terms Contamination or Contaminated shall mean the presence of solid or hazardous waste, hazardous substances, pollutants or contaminants, petroleum, toxic or hazardous constituents, or similar materials, as such terms are defined under any federal or state or local statute, whether currently or subsequently enacted, or regulation thereunder or under common law.

**10. Transfer.** If Grantor shall lease, sell, contract to sell or otherwise transfer all or any part of the Property without the prior written consent of Beneficiary all Obligations shall be forthwith due and payable at the election of the Beneficiary if permitted by Colorado law as then in effect. Beneficiary may require the transferee to assume the Obligations as a condition to its consent to the transfer and impose any other conditions permitted by law. Grantor shall promptly notify Beneficiary at least 10 days prior to any transfer of the Property.

**11. Events of Default.** The occurrence of any of the following shall constitute an event of default hereunder: (a) failure to pay any of the Obligations when due; (b) failure to perform or observe any other covenant contained in this deed of trust, the Note or any other agreement given by Grantor to Beneficiary in connection with the Obligations; (c) any warranty, representation or statement of Grantor in this deed of trust, or otherwise made or furnished to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made or furnished; (d) death of, dissolution of, termination of the existence of, insolvency of, business failure of, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or any guarantor of the Obligations; or (e) good faith belief by Beneficiary that the Obligations are inadequately secured or that the prospect for payment or performance of any of the Obligations is impaired. If this deed of trust is given to secure the Obligations of a person other than Grantor, an additional event of default shall be the happening of any of the above events or conditions to, by or with respect to such other person.

**12. Remedies Upon Default.** Upon the occurrence of any event of default, Beneficiary shall have the following rights and remedies which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remedy thereunder or which Beneficiary may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare any or all of the Obligations immediately due and payable; (b) to take immediate possession, management and control of the Property and to repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Beneficiary may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Obligations in any manner or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, exparte and without notice, the appointment of a temporary receiver and after notice, the appointment of a permanent receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; (e) to foreclose this deed of trust through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale, if foreclosure is made through the Trustee, such foreclosure shall be conducted in the manner provided by the laws of the State of Colorado; (f) to clean up Contamination at the expense of Grantor.

The proceeds of any foreclosure sale shall first be applied to reimburse Beneficiary for (a) reasonable costs and expenses of foreclosure and (b) reasonable attorneys' fees (of any attorney not a salaried employee of Beneficiary) not in excess of 15% of the unpaid balance then due, or if allowed by the Uniform Consumer Credit Code, such additional fees as may be directed by an appropriate court, and (c) the balance of the proceeds shall be paid first to Beneficiary to pay the Obligations, with the surplus, if any, to be paid to the owner of the Property on the date of the foreclosure sale.

**13. Waiver of Homestead Exemption.** Grantor hereby waives all rights that Grantor may have in or to the Property as a homestead exemption or under any similar law that may hereafter be enacted. Such waiver shall be effective as to any foreclosure hereunder and to any redemption by Beneficiary from the foreclosure of any encumbrance prior in right to this deed of trust.

**14. Miscellaneous.** (a) This deed of trust and each of its provisions shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of the Trustee, the Beneficiary and his and its successors and assigns. (b) This deed of trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (c) The terms "Grantor," "Beneficiary," "Trustee," "Property," "Obligations," and "Note" are defined in paragraphs 1 through 5, respectively. (d) The Trustee may upon production of the Note, duly cancelled, and payment of all fees and cost by Grantor release this deed of trust without further obligation to payment of the Obligations. (e) If more than one Grantor, all the terms and conditions of this deed of trust shall apply to each of them. (f) The Trustee may release parts of the Property from the lien of this deed of trust upon the request of Beneficiary without impairing any right or priority Beneficiary may have in the remainder of the Property or against Grantor. (g) Failure on the Beneficiary's part to exercise its rights in the event of any one default shall not constitute a waiver of such rights in the event of any subsequent default. (h) Any correct notice and other communications, required or contemplated by this deed of trust shall be in writing. If intended for Grantor it shall be deemed given if mailed postage prepaid, to Grantor at the address given on the reverse side hereof or at such other address given by notice as herein provided. If intended for Bank it shall be deemed given only if actually received by Bank. (i) Where the Grantor and obligor on the Obligations are not the same, the term "Grantor" means the owner of the Property, in any provision dealing with the Property, the obligor in any provision dealing with the Obligations, and both where the context so requires.

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PARCEL I:

Lot 9 in Block 2 of  
THE FALLS - FILING NO. TWO,

BOOK 1876 PAGE 732

PARCEL II:

Lots 11, 12, 13, 14 and 15 in Block 2 of  
THE FALLS - FILING NO. THREE,

PARCEL III:

A tract of land in the NE 1/4 NW 1/4, Section 7, Township 1 South, Range 1  
East, Ute Meridian, more particularly described as:

Commencing at the Southwest Corner of Lot 15, Block 2, THE FALLS - FILING NO.  
THREE, thence South  $02^{\circ}07'42''$  East along the Easterly right of way of 28 1/4  
Road 56.98 feet to the True Point of Beginning, thence along the Southerly  
boundary of Grand Falls Drive the following 5 courses and distances:

- (1) North  $72^{\circ}44'46''$  East 56.89 feet,
- (2) along the arc of a curve to the right having a radius of 350.29 feet  
and a central angle of  $17^{\circ}05'14''$  a distance of 104.47 feet,
- (3) North  $89^{\circ}50'$  East 195.00 feet,
- (4) along the arc of a curve to the left having a radius of 127.50 feet  
and a central angle of  $37^{\circ}25'$  a distance of 83.26 feet,
- (5) North  $52^{\circ}25'$  East 146.05 feet to the Northwest Corner of TRACT K,  
THE FALLS - FILING NO. TWO,

thence South  $23^{\circ}49'36''$  East 150.90 feet, thence North  $89^{\circ}50'$  East 22.60 feet,  
thence South  $19^{\circ}53'20''$  East 362.72 feet to the South line of the NE 1/4 NW 1/4  
of Section 7, thence South  $89^{\circ}57'$  West along the South line of the NE 1/4 NW  
1/4 of Section 7 a distance of 721.52 feet to a point on the Easterly right of  
way of 28 1/4 Road the following 2 courses and distances:

- (1) North  $01^{\circ}15'14''$  West 28.62 feet,
- (2) along the arc of a curve to the left whose radius is 1184.50 feet  
and whose long chord bears North  $06^{\circ}49'56''$  West a distance of 230.33  
feet to a point on the West line of the NE 1/4 NW 1/4 of Section 7,

thence along the West line of the NE 1/4 NW 1/4 of Section 7, North  $02^{\circ}07'42''$   
West 73.75 feet more or less to the True Point of Beginning,

PARCEL IV:

Lots 1 through 4, both inclusive, in Block 6, and  
Lots 9 through 23, both inclusive, in Block 4, of  
THE FALLS FILING NO. TWO,

TOGETHER with all water, water rights, ditches and ditch rights  
appurtenant thereto.

MESA COUNTY, COLORADO



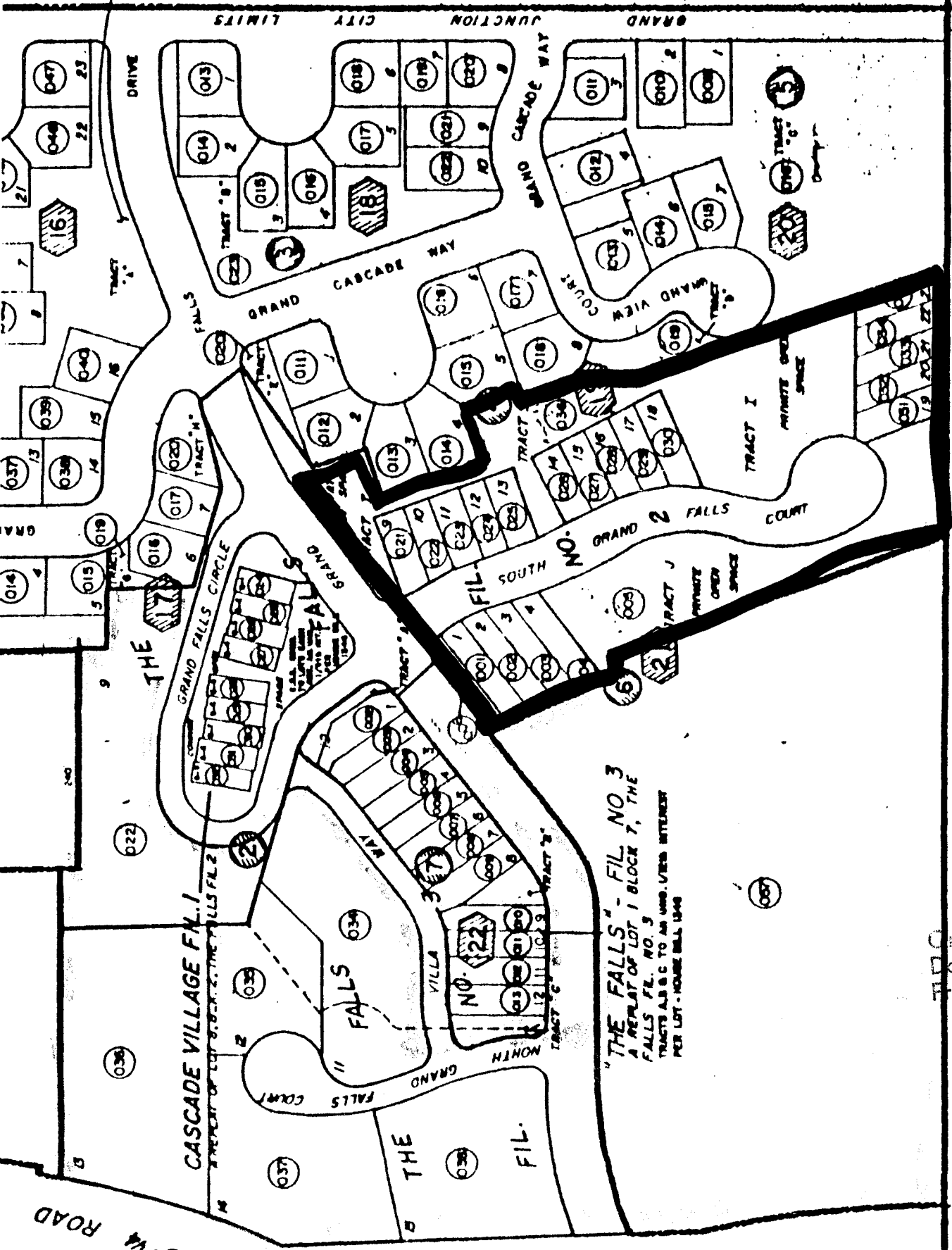
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CC

"THE FALLS"  
FILING NO. 1  
AS AMEND.

T/S R/E  
2943-021

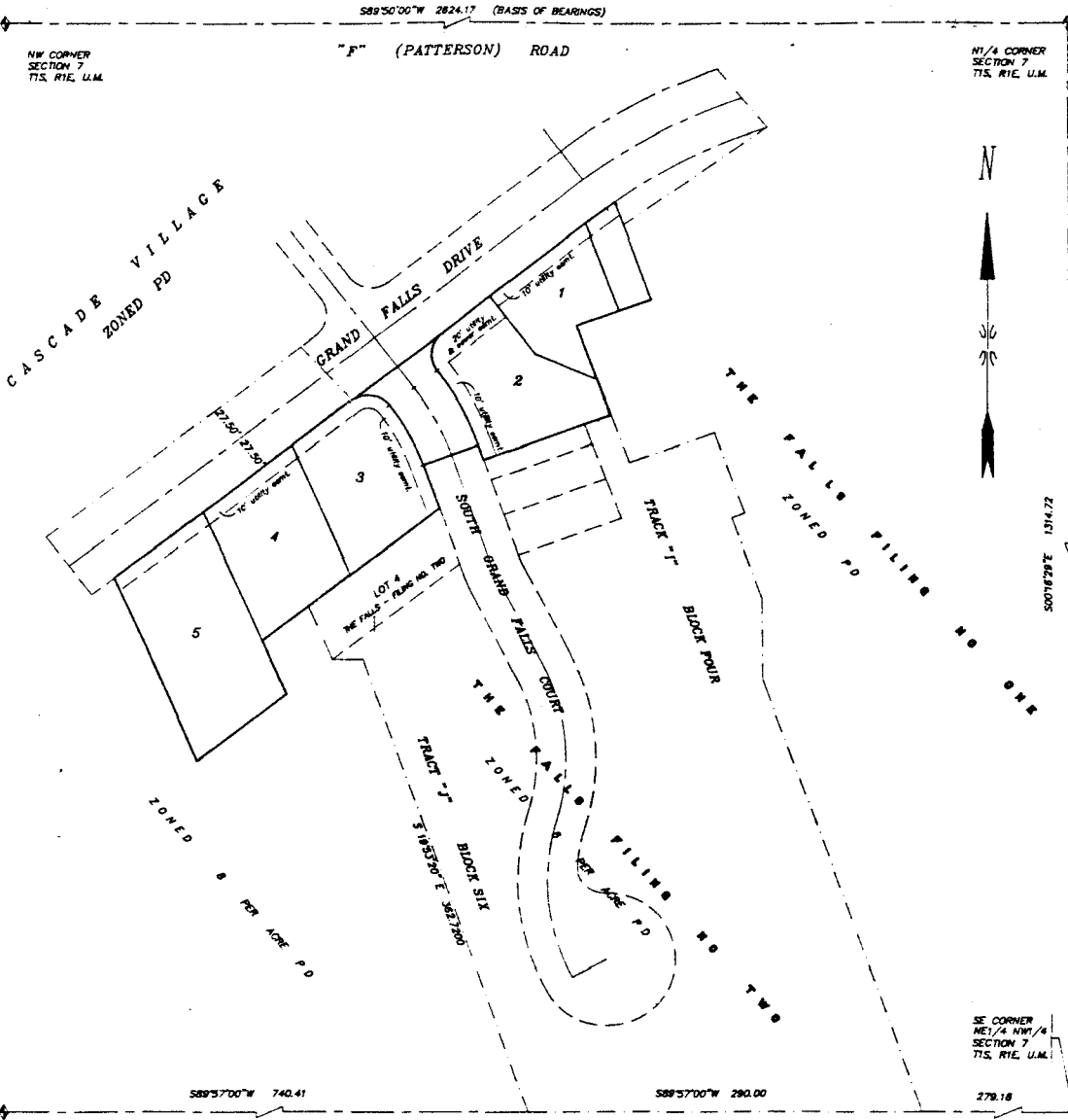


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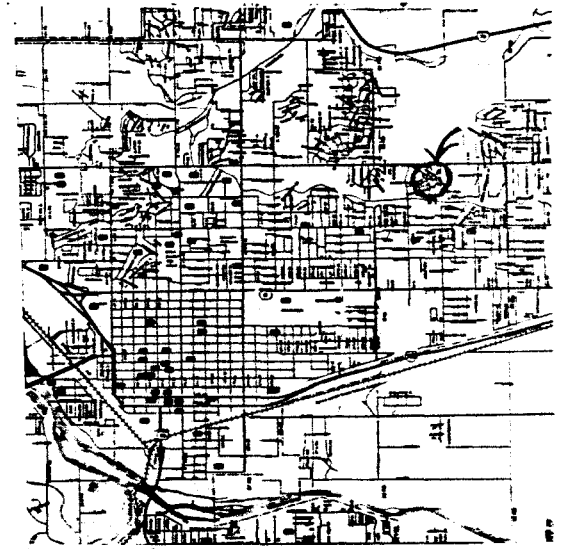
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# THE FALLS POINTE

**DD**



SE CORNER  
NW 1/4  
SECTION 7  
T1S, R1E, U1M



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NOTE:  
This plan is submitted for the purpose of recording and does not constitute a warranty of any kind. The surveyor is not responsible for any errors or omissions in this plan. The surveyor is not responsible for any errors or omissions in this plan. The surveyor is not responsible for any errors or omissions in this plan.

THE FALLS POINTE SITE PLAN		
SITUATED IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST, T1S, R1E, U1M		
FOR: JOHN SIEGFRIED	Q.E.D. SURVEYING SYSTEMS INC. 1078 GOLD AVE. GRAND JUNCTION COLORADO 81501 (303) 241-2370 464-7568	SURVEYED BY: JMM/MP DRAWN BY: MEM ACAD ID: F207M SHEET NO. FILE: 90304
SCALE: 1" = 50 FT		
DATE: 2/29/92		

# THE FALLS POINTE

EE

ORDINANCE

**WHEREAS** ALL PARTS OF THESE PRESENTS

That the undersigned, John A. Berglund, is the owner of that real property situated in the City of Grand Junction, County of Mesa, State of Colorado, and is described as follows: [Detailed description of the property, including lot numbers, bearings, and distances.]

That the undersigned, John A. Berglund, is the owner of that real property situated in the City of Grand Junction, County of Mesa, State of Colorado, and is described as follows: [Detailed description of the property, including lot numbers, bearings, and distances.]

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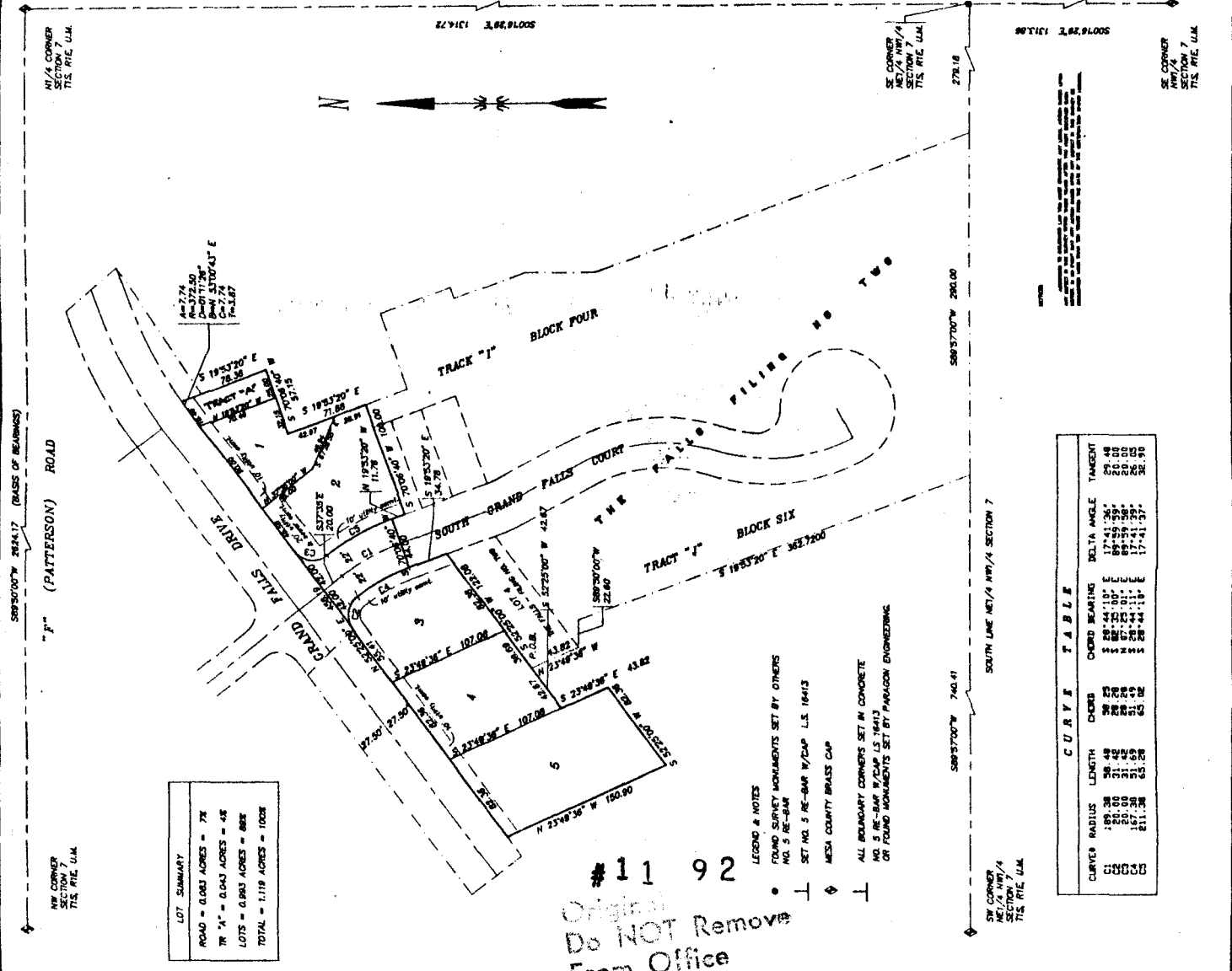
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That the undersigned, John A. Berglund, is the owner of that real property situated in the City of Grand Junction, County of Mesa, State of Colorado, and is described as follows: [Detailed description of the property, including lot numbers, bearings, and distances.]



LOT SUMMARY

ROAD	= 0.063 ACRES = 7X
TR "A"	= 0.043 ACRES = 4X
LOTS	= 0.893 ACRES = 88X
TOTAL	= 1.119 ACRES = 100X

**LEGEND & NOTES**

- FOUND SURVEY MONUMENTS SET BY OTHERS
- NO. 5 RE-SUR
- SET NO. 5 RE-SUR W/CAP L.S. 16413
- MESA COUNTY BRASS CAP
- ALL BOUNDARY CORNERS SET IN CONCRETE
- NO. 5 RE-SUR W/CAP L.S. 16413
- OR FOUND MONUMENTS SET BY PARAGON ENGINEERING

**CURVE TABLE**

CURVES	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA ANGLE	TANGENT
1	189.38	36.48	36.48	17°41'36"	36.48	20.48
2	210.00	31.48	31.48	19°44'10"	31.48	24.00
3	152.50	31.65	31.65	17°41'36"	31.65	20.48
4	152.50	31.65	31.65	17°41'36"	31.65	20.48
5	211.38	65.28	65.28	17°41'36"	65.28	36.90

**THE FALLS POINTE FINAL PLAN**

SITUATED IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST, 7E MERIDIAN

FOR: JOHN BERGLUND

PREPARED BY: JOHN BERGLUND

SCALE: 1" = 200'

DATE: 2/29/82

SURVEYED BY: JOHN BERGLUND

DRAWN BY: MEH

ACAD ID: F297W

PROJECT NO.: GRAND JUNCTION

COLORADO STATE SURVEYING SYSTEMS INC.

1000 W. 1ST ST.

GRAND JUNCTION, CO 81501

PHONE: 241-2570

FILE: 80304

# 11 92

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**CITY OF GRAND JUNCTION IMPROVEMENTS AGREEMENT**

RE: Falls Pointe Sanitary Sewer SE of 28 1/4 Road and Patterson Rd.  
 Name of Subdivision or Other Improvement Location

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of Falls Pointe date March 2, 1992, the following improvements to City of Grand Junction standards and to furnish an Improvements Guarantee in the form acceptable to the City for these improvements.

Improvements	Quantity and Unit Costs	Estimated Cost	Estimated Completion Date
Street Grading			
Street Base			
Street Paving			
Curbs and Gutters			
Sidewalks			
Storm Sewer Facilities			
Sanitary Sewers	588 @ \$13	7644	
Mains			
<del>Laterals/House Connections</del> <i>manholes</i>	3 @ 750	2250	
<del>On-site Sewage Treatment</del> <i>Service laterals</i>	5 @ 250	1250	
Water Mains			
Fire Hydrants			
On-site Water Supply			
Survey Monuments	5 @ \$100	\$500	
Street Lights			
Street Name Signs		\$100	
Construction Administration			
Utility Relocation Costs			
Design Costs <i>done</i>			
<b>SUB TOTAL</b>		<b>\$11,744</b>	

Supervision of all installations (should not normally exceed 4% of subtotal) \_\_\_\_\_

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION: \$ \_\_\_\_\_

The above improvements will be constructed in accordance with the specifications and requirements of the City or appropriate utility agency and in accordance with detailed construction plans, based on the City Council approved plan, and submitted to the City Engineer for review and approval prior to start of construction. The improvements will be constructed in reasonable conformance with the time schedule shown above. An Improvements Guarantee will be furnished to the City prior to recording the subdivision plat.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of Subdivider

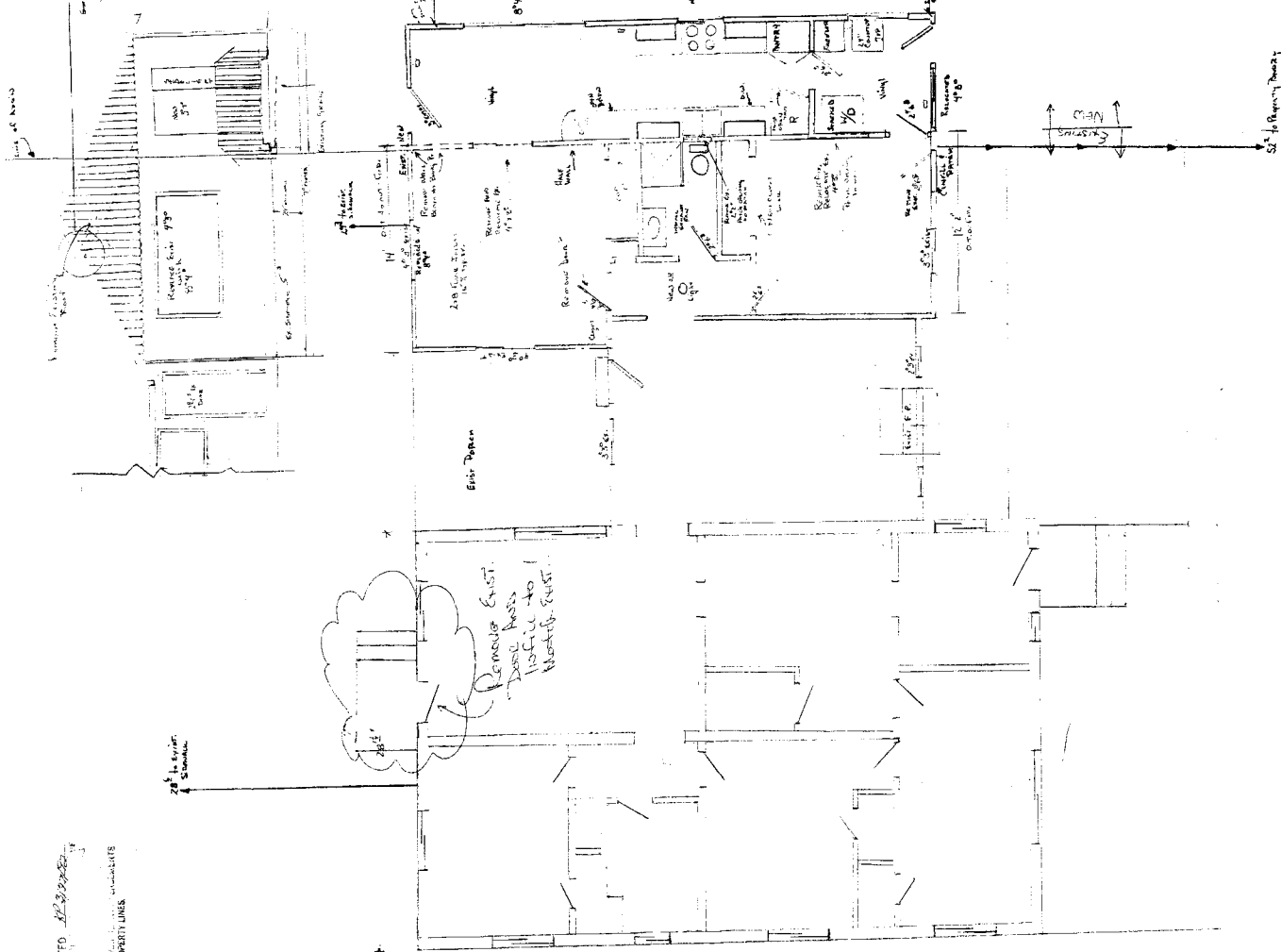
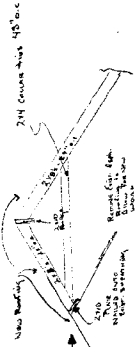
(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.) 411 92

Original  
Do NOT Remove  
from Office

DATE: \_\_\_\_\_ 19 \_\_\_\_\_

I have reviewed the estimated costs and time schedule shown above and, based on the plan layouts submitted to date and the current costs of construction, I take no exception to the above.

\_\_\_\_\_  
 City Engineer



ACCEPTED *[Signature]*  
 DE  
 AND PROPERTY LINES

#15 92

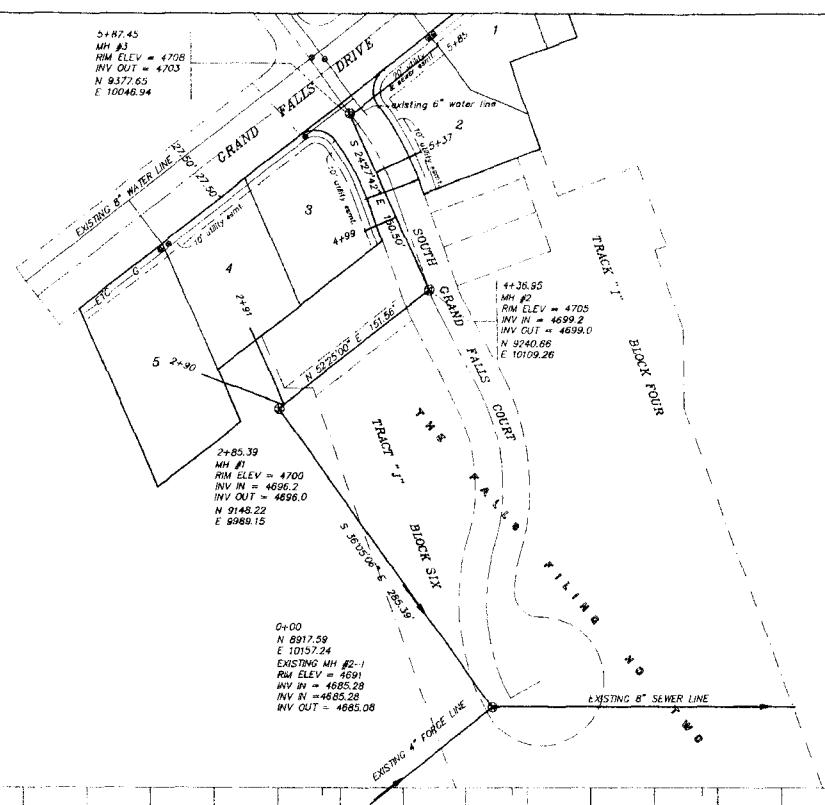
City of Denver  
 Planning Department  
 From Office

RILEY FAMILY ADDITION 2-24-91  
 DENVER, BY C.F.R.  
 1603 WELWAT AVE.  
 LOT 17-BLA 2, URBAN SUB.

- 24" dia. 10' deep trench at base
- 24" dia. trench at base of driveway
- 24" dia. trench at base of 1st floor
- 24" dia. trench at base of 2nd floor
- 24" dia. trench at base of 3rd floor
- 24" dia. trench at base of 4th floor
- 24" dia. trench at base of 5th floor
- 24" dia. trench at base of 6th floor
- 24" dia. trench at base of 7th floor
- 24" dia. trench at base of 8th floor
- 24" dia. trench at base of 9th floor
- 24" dia. trench at base of 10th floor
- 24" dia. trench at base of 11th floor
- 24" dia. trench at base of 12th floor

1/20

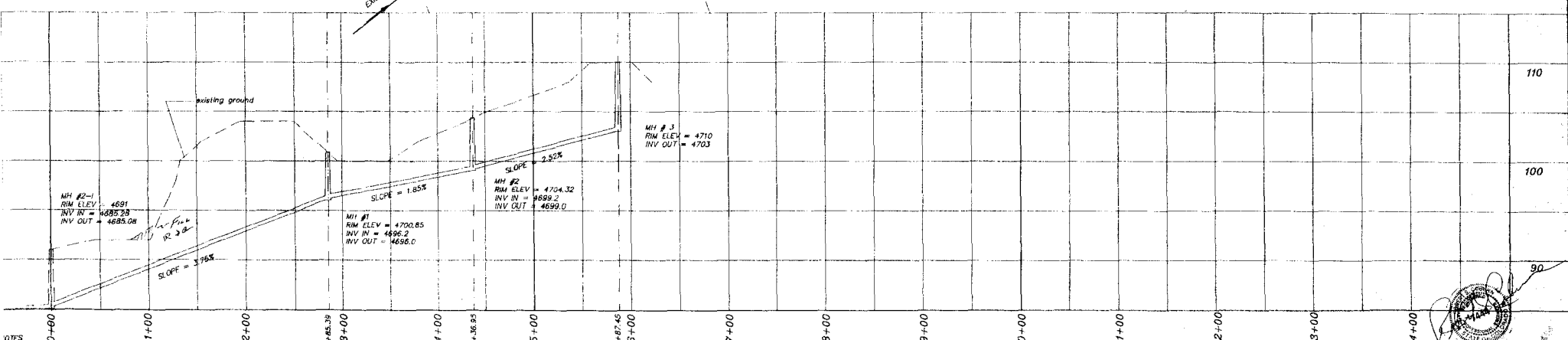
APPROVED FOR CONSTRUCTION	INITIAL ACCEPTANCE
CITY OF GRAND JUNCTION	CITY OF GRAND JUNCTION
DATE	DATE



SCALE: HOR. 1" = 50 FT  
VERT 1" = 5 FT

LEGEND & NOTES

- Elevation control bench = 4731.29 on the NW corner NE1/4 NW1/4 Section 7
- Thrust block
  - Water valve



NOTES:  
1. Construction & materials shall comply with City of Grand Junction specifications & standard details.  
2. Sewer service laterals shall be installed 10' inside property line (Roadway Right-of-way line) and capped with water-tight plugs. They shall be marked with a 4"x2"x4" buried vertically above the end of the pipe and extending 6" above the ground surface. The top 6" of the board shall be painted white.  
3. Cover sewer a minimum of 48".  
4. Pipe specifications: Main - PVC-ASTM D 3034 - SDR 35 8"  
Laterals - PVC-ASTM D 3034 - SDR 35 4"

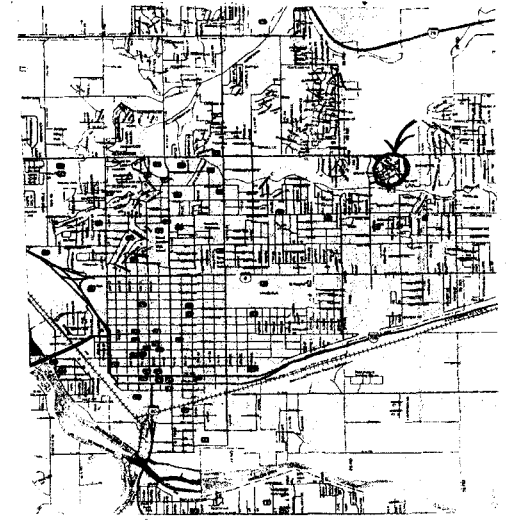
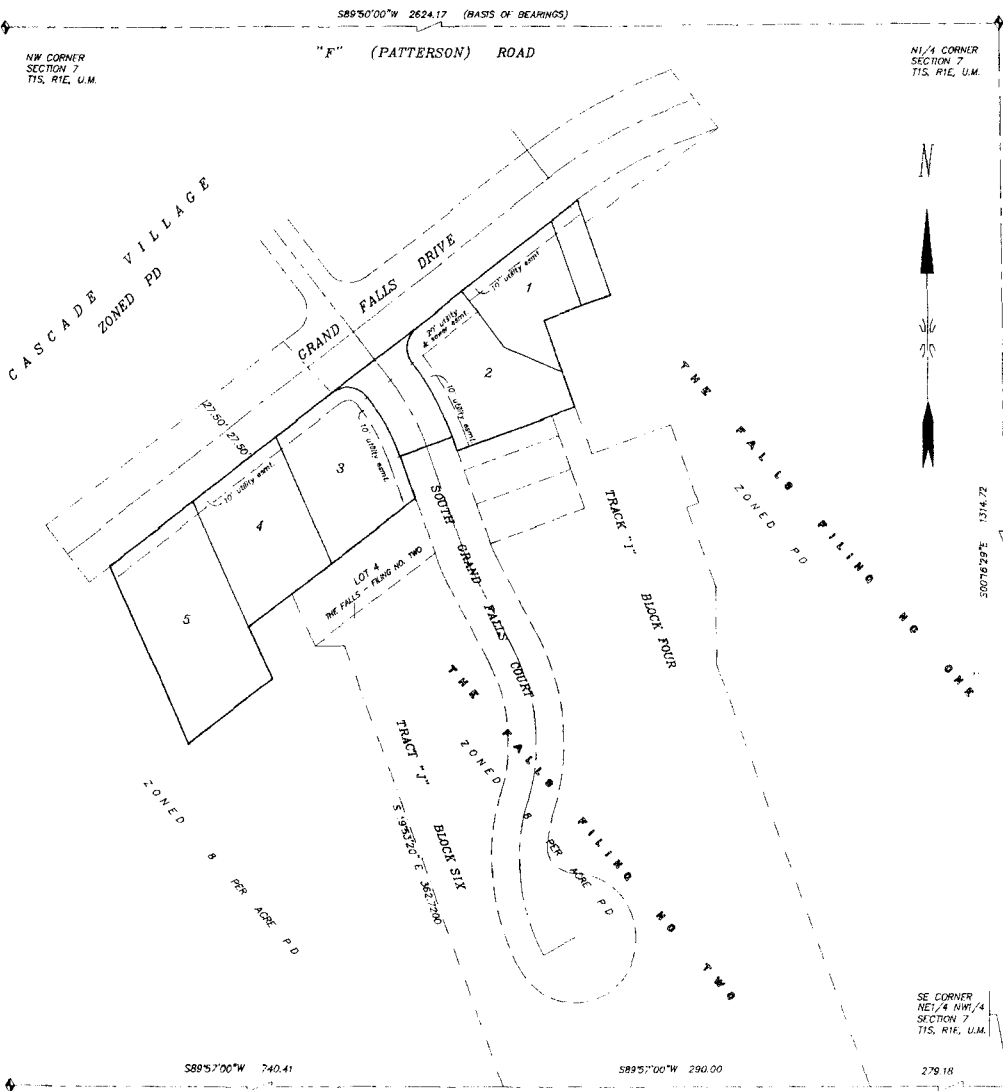
- Leave rim elevations .3" below finish grade - road contractor to bring rims to grade after paving.
- Sewer service laterals shall be installed 10' inside property line (Roadway Right-of-way line) and capped with water-tight plugs. They shall be marked with a 4"x2"x4" buried vertically above the end of the pipe and extending 6" above the ground surface. The top 6" of the board shall be painted white.
- Cover sewer a minimum of 48".
- Pipe specifications: Main - PVC-ASTM D 3034 - SDR 35 8"  
Laterals - PVC-ASTM D 3034 - SDR 35 4"

Trenches:  
Trench backfill shall be compacted to 95% standard Proctor density in 8" lifts.

WATER NOTE:  
Tracing wires shall be placed on the water lines.

<b>THE FALLS POINTE</b>			
SEWER AND WATER PLAN			
FOR: JOHN SIEGFRED		Q.E.D. SURVEYING SYSTEMS Inc. 1018 COLO. AVE. GRAND JUNCTION, COLORADO 81501 (303) 241-2370 464-7588	SURVEYED BY: DMW MF
SCALE: 1" = 50 FT		DATE: 3/2/92	DRAWN BY: MEM ACAD ID: F2RSEW SHEET NO. 1 OF 1 FILE: 90304

# THE FALLS POINTE



NW CORNER SECTION 7 T1S, R1E, U1M

"F" (PATTERSON) ROAD

SE CORNER NE1/4 NW1/4 SECTION 7 T1S, R1E, U1M

SW CORNER NE1/4 NW1/4 SECTION 7 T1S, R1E, U1M

NOTICE

ACCORDING TO COLORADO LAW YOU MUST CORRECTLY AND LEGALLY BE BASED UPON ANY DEFECT IN THIS SURVEY WHEN THESE TYPICAL AND OTHER INSTRUMENTS ARE USED. BEING THE ONLY PARTIAL AND A FUTURE PARTIAL AND ANY DEFECT IN THIS SURVEY OR INSTRUMENTS SHALL BE THE RESPONSIBILITY OF THE SURVEYOR.

SE CORNER NE1/4 NW1/4 SECTION 7 T1S, R1E, U1M

THE FALLS POINTE SITE PLAN		
SITUATED IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN		
FOR: JOHN SIEGFRIED	Q.E.D. SURVEYING SYSTEMS Inc. 1018 COLO. AVE. GRAND JUNCTION COLORADO 81501 (303) 241-2370 484 7568	SURVEYED BY: DMM MF
SCALE: 1" = 50 FT.		DRAWN BY: MEM
DATE: 2/29/92		ACAD ID: FFRJN
		SHEET NO.
		FILE: 90304



# THE FALLS POINTE

## LEGEND & NOTES

EXISTING CONTOURS

DIRECTION OF DRAINAGE

CONTOUR INTERVAL = 2.0'

ELEVATIONS ARE BASED ON 4731.29 ON THE NW CORNER NE1/4 NW1/4 SECTION 7

## THE FALLS POINTE DRAINAGE & GRADING PLAN

SITUATED IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN

FOR: JOHN SIEGFRIED		SURVEYED BY: EMM MF
SCALE: 1" = 50 FT		DRAWN BY: MEM
DATE: 3/2/92		ACAD ID: F2DRRAIN
		SHEET NO.
		FILE: 90304

Q.E.D.  
SURVEYING  
SYSTEMS Inc.  
1018 COLO. AVE.  
GRAND JUNCTION  
COLORADO 81501  
(937) 241-2370  
464-7568

911 92

Original  
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From Office

Grading & Drainage

1992-11

CHECKED  
DATE  
ADN 07-79  
SCALE  
1" = 10'-0"

BY  
REVISIONS  
BY  
DATE

PARAGON ENGINEERING, INC.  
Grand Junction, Colorado 81501 (970) 243-8956  
P.O. Box 2912



Sanitary Sewer Profiles  
1992-11

Field Log 2

SHEET  
2  
OF  
3

