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File

FPP-1995-163

9/27/99 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, not all entries designated to be scanned, are present in the file. There are also documents specific to certain files, not found on the standard list. For this reason, a checklist has been Remaining items, (not selected for scanning), will be marked present on the checklist. This index can serve as a quick guide for the contents of each file. Files denoted with (**) are to be located using the ISYS Query System. Planning Clearance will need to be typed in full, as well as other entries such as Ordinances, Resolutions, Board of Appeals, and etc. *Summary Sheet - Table of Contents X Application form X X Receipts for fees paid for anything *Submittal checklist *General project report Reduced copy of final plans or drawings Reduction of assessor's map Evidence of title, deeds *Mailing list Public notice cards Record of certified mail Legal description Appraisal of raw land Reduction of any maps – final copy *Final reports for drainage and soils (geotechnical reports) Other bound or nonbound reports Traffic studies Individual review comments from agencies *Consolidated review comments list *Petitioner's response to comments *Staff Reports *Planning Commission staff report and exhibits *City Council staff report and exhibits *Summary sheet of final conditions *Letters and correspondence dated after the date of final approval (pertaining to change in conditions or expiration date) **DOCUMENTS SPECIFIC TO THIS DEVELOPMENT FILE:** Letter from Jody Kliska to John Davis - 1/15/97 X X Release of Improvements Agreement Guarantee Memo to Ute Water from Kathy Portner - 5/30/97 X Cody Subdivision − Filing #3 Letter from JoAnne Boll from John Davies re: Pump House Easement -7/7/97 X X Memorandum of Improvements Agreement - **
X X Development Improvements Agreement - **
X X Disbursement Agreement - ** X X Letter to John Davis from Kathy Portner - 5/8/95
X Form for approval of filing & recording X X Declaration of Covenants, Conditions and Restrictions X X Disbursement Agreement - ** X Approval by Utility Coordinating Committee
X X Drainage Report - 9/13/95 X X Sanitary Sewer Plan & Profile
X Street Plan & Profile X Standard Sewer Details

JUBMITTAL CHECKLIS

MAJOR SUBDIVISION: FINAL Wene # 3\$4 Project Name: Ladu Location: DISTRIBUTION **ITEMS** City Community Development Auth. O City Downtown Dev. Date Received City Property Agent Geologic 3 Postal Service County Surveyor O Irrigation District O County Planning O County Building SSID REFERENCE City Dev. Eng. O Sewer District REQ'D. Receipt # Field O School Dist. City Utility O Drainage O Colorado O Corps of FR 95 163 O Walker TOTAL O Water O GVRP File # O CDOT DESCRIPTION VII-1 Application Fee Submittal Checklist* VII-3 VII-3 Review Agency Cover Sheet* Application Form * VII-1 1 1 1 • Reduction of Assesser's Man VII-1 8 Evidence of Title VII-2 O Appraisal of Raw Land VII-1 and Addresses VII-2 Legal Description VII-2 VII-1 O Deeds O Easements VII-2 1 1 O Avigation Easement VII-1 O ROW VII-2 1 O Covenants, Conditions & Restrictions VII-1 VII-1 O Common Space Agreements County Treasurer's Tax Cert VII-1 Improvements Agreement/Guarantee* VII-2 O CDOT Access Permit VII-3 1 O 404 Permit VII-3 O Floodplain Permit* VII-4 General Project R X-7 Composite Plan IX-10 1 ● 11"x17" Reduction Composite Plan IX-10 IX-15 8 1 1 1 Final Plat 1 1 1 O 11"X17" Reduction of Final Plat IX-15 8 1 1 1 1 1 1 1 1 1 Cover Sheet IX-11 Grading & Stormwater Mgmt Plan IX-17 IX-30 O Storm Drainage Plan and Profile Water and Sewer Plan and Profile IX-34 2 Roadway Plan and Profile IX-28 2 IX-27 O Road Cross-sections 2 2 O Detail Sheet IX-12 IX-20 1 O Landscape Plan Georgechnical Report X-8 O Phase I & Il Environmental Report X-10,1 X-5,6 Final Drainage Report 2 O Stormwater Management Plan X-14 2 O Sewer System Design Report X-13 2 2 O Water System Design Report X-16 1

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

2

X-15

IX-29

O Site Plan

O Traffic Impact Study



DEVELOPMENT APPLICATION

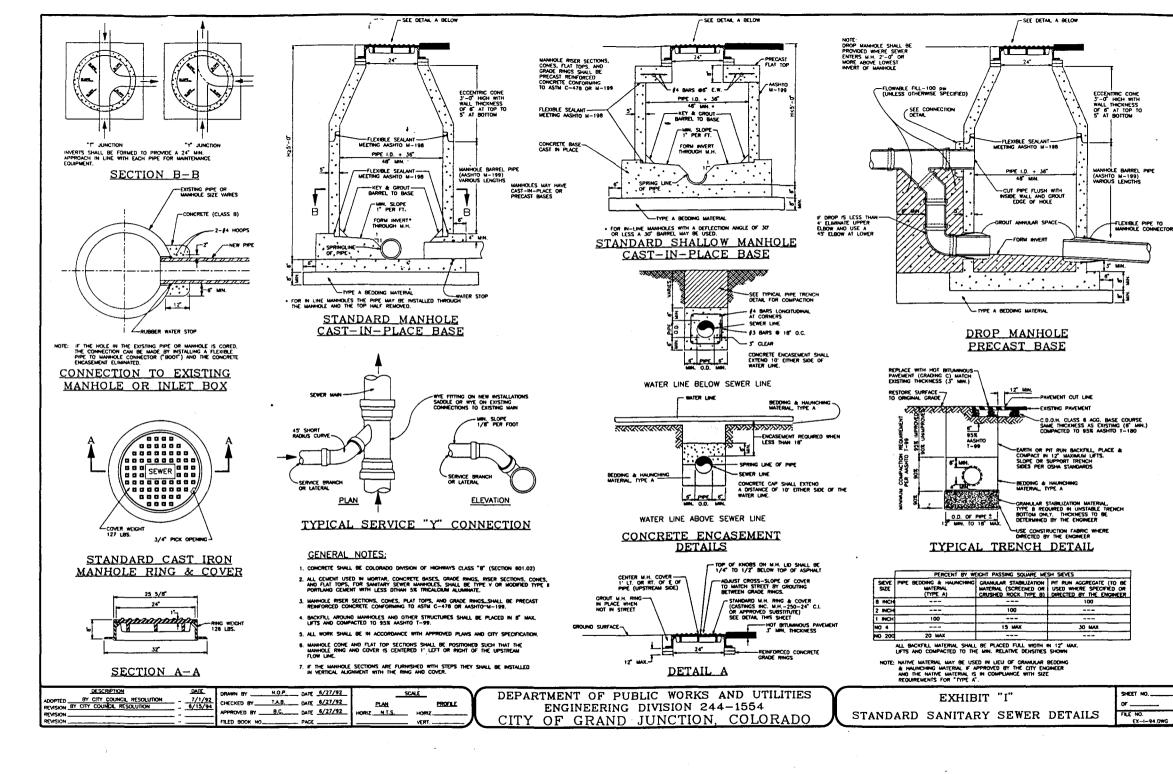
Community Development Department 250 North 5th Street, Grand Junction, CO 81501 (303) 244-1430

Signature of Property Owner(s) - attach additional sheets if necessary

Receipt	
Date	
Rec'd By	
File No. FPP-95-14-3	

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

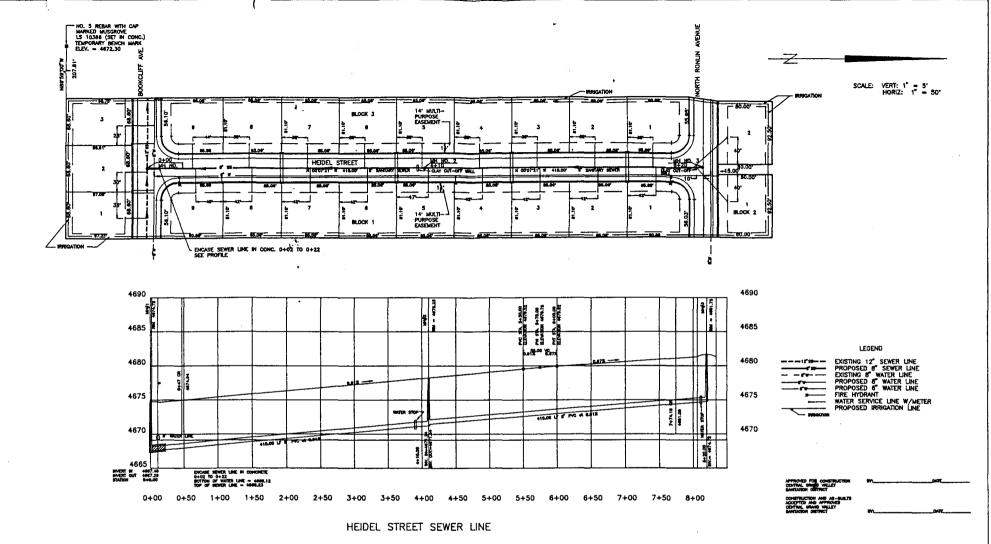
	situated in Mes	sa County, Stai	te of Colorado, as descr	ibed herein do her	eby petition this:	
PETITION	PHASE	SIZE	LOCATION	Z	ONE	LAND USE
Subdivision Plat/Plan	☐ Minor ☑ Major ☐ Resub		Cody filens #	PR		Keridential
☐ Rezone				From:	То:	
Planned Development	☐ ODP ☐ Prelim ☐ Final					
☐ Conditional Use						
☐ Zone of Annex						
☐ Variance						
☐ Special Use						
☐ Vacation						☐ Right-of Way ☐ Easement
☐ Revocable Permit						
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SHEET NO.

EX-1-94.0WG

FILE NO.



NOTES: SANITARY SEWER

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- THE STATE LAW IS TO SE COMPRISION OF STATE CONTRACT FROM \$440 TO \$440 ON 1820S. STATE

1. ALL CURRENT LITE WATER DISTRICT SPECIFICATIONS SHALL APPLY.
2. WATER SERVICE LINES SHALL TERMINATE AT THE STREET NOW LINE AND SHALL TYPICALLY BE 2 PRET FROM LOT LINES, UNLESS OTHERWISE.

SEWER PLAN AND PROFILE-SHEET 1 OF 2

CODY SUBDIVISION
FILING 3
NE 1/4, SECTION 8. 1. 1 S., R. 1 E., U.M.
MESIA COUNTY, COLORADO

W.H. LIZER AND ASSOCIATES ENGINEERING CONSULTING AND LAND SURVEYING 578 25 ROAD—UNITS GRAND JUNCTION, COLORADO

DATO PROL NO. SOALD FILE NAME CHARMS OF CHECKED BY SAT LABOR SET COORS OR NA WALL



January 15, 1997

John Davis P.O. Box 2867 Grand Junction, CO 81502 City of Grand Junction, Colorado 250 North Fifth Street 81501-2668 FAX: (970)244-1599

Subject: Cody Filing 3 Subdivision

Dear Mr. Davis:

A final inspection of the streets and drainage facilities in Cody Filing 3 Subdivision was conducted on January 24, 1996. As a result of this inspection, a list of remaining items was given to you for completion. These items were reinspected and found to be satisfactorily completed.

"As Built" record drawings and required test results for the streets and drainage facilities were received on November 15, 1996. These have been reviewed and found to be acceptable.

In light of the above, the streets and drainage improvements are eligible to be accepted for future maintenance by the City of Grand Junction one year after the date of substantial completion. The date of substantional completion is May 1, 1996.

Your warranty obligation for all materials and workmanship for a period of one year beginning with the date of substantial completion will expire upon acceptance by the City. If you are required to replace or correct any defects which are apparent during the period of the warranty, a new acceptance date and extended warranty period will be established by the City.

Thank you for your cooperation in the completion of the work on this project.

Sincerely,

Zody∕K1iska

City Development Engineer

cc: Doug Cline

Kathy Portner Walt Hoyt



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

May 8, 1995

John Davis P.O. Box 2867 Grand Junction, CO 81502

RE: Cody Subdivision, Filing #2

Dear Mr. Davis:

We have reviewed Mesa County Development File #C71-93 for Cody Subdivision to determine what outstanding items there were for Filing #2. Filing #1 did receive final acceptance by the Mesa County Commissioners with Resolution #MCM 94-150. The following requirements for Filing #2 must be complied with prior to the City releasing the Improvements Agreement and accepting the streets:

- 1. Submittal of as-built drawings, one mylar set and two blueline sets stamped by the engineer, and a computer disk with Autocadd compatible drawing files.
- 2. Submittal of test results for concrete, asphalt and base course on the streets. Test results have been received for utility work, sidewalk subgrade, and street subgrade.
- 3. Construction of a temporary drainage facility. The original punch list given to you indicated the construction of the onsite detention facility would be a requirement of the next filing. However, since that time the Development Engineer has found that there is an easement recorded for a temporary facility and has received a copy of the utility composite showing a temporary facility. It appears the temporary facility was a requirement made by Mesa County and must be constructed now. The permanent facility will be required with the next filing.
- 4. Backfill is required behind sidewalks.
- 5. A copy of the landscaping plan for the F Road frontage, as approved by Mesa County, must be submitted and the landscaping completed as per the plan.

All of the above requirements must be complied with by June 9, 1995, or a new Improvements Agreement and Guarantee must be completed extending the deadline. Thank you for your cooperation in completing Cody, Filing #2.

Sincerely,

Kathrein M. Portra Katherine M. Portner Planning Supervisor

Cody Suls.

Cody Homeowners Association P. O. Box 40326 Grand Junction, Co. 81504

Mr. John Davies Sundance Properties P. O. Box 2867 Grand Junction, Co.

July 7, 1997

Pump House Easement RE: Cody Subdivision

Dear Mr. Davies:

It has been determined by a title search that the pump house in the above mentioned subdivision is not located in a dedicated easement.

The Cody Homeowners Association believe that it is your responsibility, as the Developer, to accomplish this.

Since the home where the pump house is located is now for sale, the Cody Homeowners feel it is imperative that this matter be handled expeditiously. Please contact me at 243-7745 no later than July 25, 1997 to discuss this matter and its resolution.

Sincerely,

JoAnne Boll, President Cody Homeowners Association

Planning Department, City of Grand Junction Attn: Kathy Portner Castle Construction Attn: Bill Fitzgerald Charlotte Bowhay, Secretary Cody HOA Cindy Richards, Treasurer Cody HOA Bill Barslund, Board member Cody HOA Dick Klassen, Board member Cody HOA Joe Grout, Board member Cody HOA

W.H. LIZER & ASSOCIATES

Engineering Consulting and Land Surveying 576 25 Road, Unit #8 Grand Junction, Colorado 81505 (970) 241-1129

September 13, 1995

DRAINAGE REPORT FOR CODY SUBDIVISION FILINGS 1 THROUGH 4 INCLUSIVE

GENERAL

Cody Subdivision is located at the Southeast Corner of F Road and 29 3/4 line and is bounded on the North by F Road.

The site historically drains from North to South and approximately 0.95%, then drains to the West via a waste ditch along the South side of the property.

The site contains approximately 24 acres with no exterior contribution to the site.

METHOD OF ANALYSIS

The Rational Method was used to determine the amount of storm Arunoff, ** using the formula Q = CIA since this is a very small area,

where Q = runoff in cfs . C = runoff coefficient

I = rainfall intensity (in./hr.)

A = area in acres

Historic

A value of 0.24 was used for "C" for a 2 year event and 0.30 for a 100 year event. (soil group "D")

After development, a value of 0.35 was used for a 2 year event and 0.43 for a 100 year event (table B-1)

SUMMARY

114 - 4 4 -	Q_2	$Q_{f 100}$
Historic	5.3 CFS	17.7 CFS
After Development	10.3	28

Drainage Report Cody Subdivision September 13, 1995 Page 2

A storm detention basin is designed at the Southwest corner. of Cody Subdivision Filing 4.

The detention basin will discharge into an existing waste ditch along the South side of Cody Subdivision, of which waste ditch drains to the West.

Due to the relatively flat grade from East to West, a 2% grade across the detention basin is not practical.

A percolation rate, including proper presoaking was conducted by W.H. Lizer and Associates and a weighted percolation rate of 30 minutes per inch was used for the basin rate.

At a maximum depth of 16 inches will allow the basin to drain in 9 hours.

A grassed park is planned by the developer for the detention area since the area is fairly large and shallow.

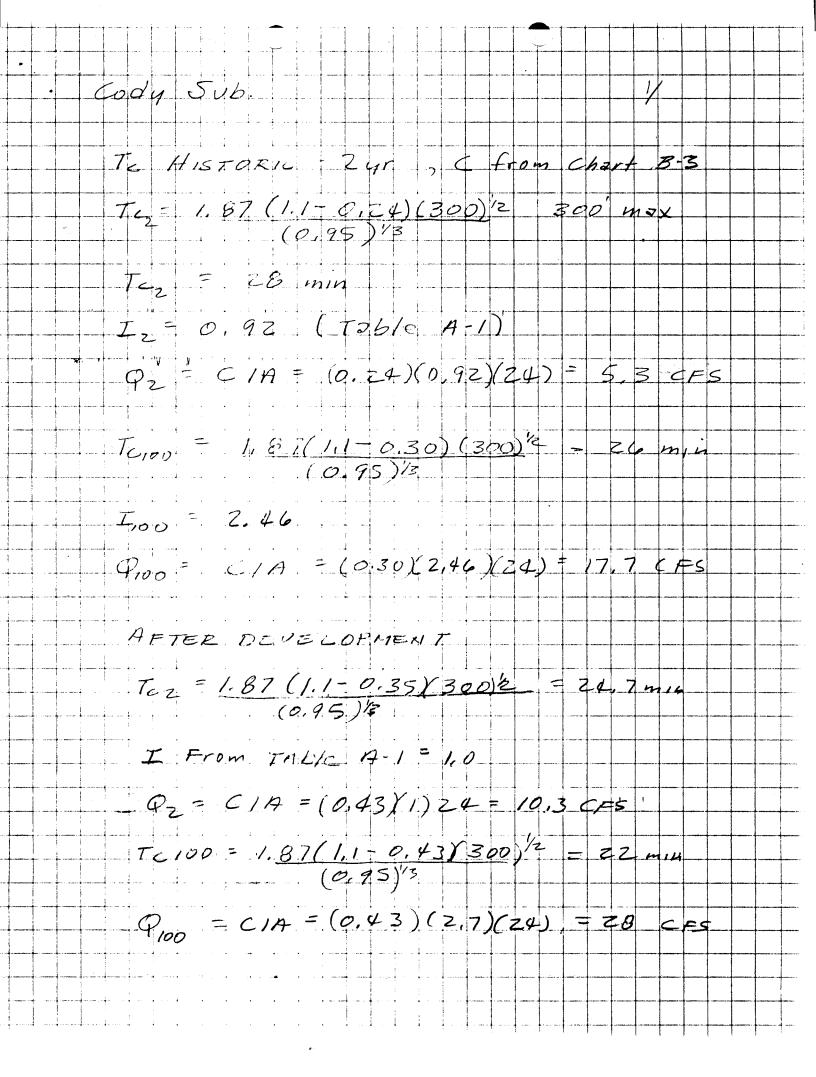
Calculations are attached.

Respectfully submitted,

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

WHL:dp

DAM 3 95 STONAL ENGINEERS



Cody

From page N-4

$$T_{d_2} = \begin{cases} 633.4 & (1.47)^{1/2} & -15.6 \\ 9r - 9r^2 & 7c.1 \\ 81.2 & (1.47) & (2.4) \end{cases}$$

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BUOK 2035 PAGE 429

1665239 09:43 AM 12/22/93 MONIKA TODD CLK&REC MESA COUNTY CO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the date hereinafter set forth by John Davis and Debra J. Davis, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the County of Mesa, State of Colorado, which includes all lots included in Cody subdivision, Cody Subdivision Filings 2, 3, and 4.

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

ARTICLE I

DEFINITIONS

Section 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 2: "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the development.

Section 3: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 4: "Declarant" shall mean and refer to John Davis and Debra J. Davis, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

BUILDING RESTRICTIONS

Section 1: The erection of more than one dwelling per lot is

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prohibited.

Section 2: All building setback lines are to be as follows:

Front - 20 Feet

Rear - 10 Feet

Side - Principle Structures - shall be a minimum of 5 feet from property line or allowing a minimum of 15 feet between principal structures on any adjacent Lot, whichever is greater (except where 10 foot easements are shown on said recorded plat).

Accessory Structures - front half of Lot same as Principal Structures, rear half of Lot - 5 feet from property line (except where 10 foot easements are shown on said recorded plat).

Section 3: No trailer, camper, basement, tent, shack, garage, barn or any other outbuilding erected on any lot shall at anytime be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 4: No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling of ranch style of not less than 1,200 square feet plus a private garage for not more than three cars and any other building incidental to residential use of the tract or lot.

Section 5: Vehicle parking in driveways and on the streets in front of houses shall be limited to temporary parking of guest or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, snowmobiles. motorcycles, motor bikes or any other vehicle of any other description in the street, driveway, yards or residences, in front of the principle building set back lines is specifically prohibited. Such vehicles may be stored behind the privacy fencing within the boundaries of such lot. Vehicular maintenance or repair which renders the vehicle inoperable for more than seventy-two hours is prohibited on streets, driveways or in front of any privacy fencing of the residences. This provision shall not permit the commercial repair of any type of vehicle, such activity being expressly prohibited.

Section 6: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising a property for resale.

Section 7: No fence, foliage, trees or hedge in the nature of a fence shall be planted, maintained, constructed or erected nearer than twenty (20) feet to the front Residential Building lot Line or nearer than twenty (20) feet to the side street Residential

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building Lot Line. Fences and hedges in the nature of a fence not closer to the front Residential Building Lot Line than the minimum set back line shall not be higher than six (6) feet.

Section 8: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

Section 9: No animals, included but not limited to, horses, cows, pigs, goats, chickens, ducks, rabbits, or any other domesticated animals, except household pets, shall be maintained temporarily or permanently on any said lot.

Section 10: Landscaping, including but not limited to a sprinkler system, grass, sod, rock, shrubs, or any other plants, shall have been completed on the front and side yards of said Lot within one (1) year of transferring of the deed from the Declarant to the Owner.

Section 11: Perimeter lots will be required to put up a five (5) foot wood fence.

ARTICLE III

GENERAL PROVISIONS

Section 1: Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges not or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgement of Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

Section 4: Public Utilities. All lots are subject to and bound by Public Service Company tariffs which are now and may be in the future filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules, and regulations, therein provided and

BOOK 2035 PAGE 432

subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, on file with the Public Utilities Commission of the State of Colorado.

Section 5: Homeowners Association. A Homeowners Association will own and maintain any open space in the said subdivision and will also own and maintain the irrigation system, and the detention pond located in Tract A.

Section 6: These Covenants specifically prohibit the discrimination against any person who is a prospective purchaser of a lot, due to racial, ethnic or religious reasons. It is the intention of the Covenants to insure that persons of varying racial, ethnic or religious background are made welcome as prospective purchasers and homeowners.

Dated this 14 of December, 1993

JOHN DAVIS	DEBRA I. DAVIS
BY: John Vance.	BY: Debra Lawr
ATTEST:	U

STATE OF COLORADO

COUNTY OF MESA

that on the day of December, 1993, personally appeared before me that John Davis and Debra J. Davis, who after being duly sworn, declared that they were the persons who signed the foregoing document and that the statements therein contained are true.

WITNESS my hand and official seal. My commission expires

Notary Public

REVIEW COMMENTS

Page 1 of 2

FILE #FPP-95-163

TITLE HEADING:

Final Plat - Cody Subdivision

Filing #3

LOCATION:

29 3/4 & F Roads

PETITIONER:

John Davis

PETITIONER'S ADDRESS/TELEPHONE:

1023 24 Road

Grand Junction, CO 81505 243-3921 or 250-0720

PETITIONER'S REPRESENTATIVE:

Wayne Lizer

STAFF REPRESENTATIVE:

Kathy Portner

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT FOUR (4) COPIES OF WRITTEN RESPONSE AND REVISED DRAWINGS ADDRESSING ALL REVIEW COMMENTS.

PUBLIC SERVICE COMPANY

9/26/95

Dale Clawson

244-2695

Require 14' front lot line easements across Block 2 and Block 4.

GRAND JUNCTION DRAINAGE DISTRICT

9/29/95

John L. Ballagh

242-4343

There are no additional requirements that the Grand Junction Drainage District has on this site.

UTE WATER

9/29/95

Gary R. Mathews

242-7491

Water main shall be C-900, class 150. Installation of pipe fittings, valves and services including testing and disinfection shall be in accordance with Ute Water standard specifications and drawings. Developer is responsible for installing meter pits and yokes for a complete installation. Ute Water will furnish the meter pits and yokes. Policies and fees in effect at the time of application will apply.

CITY UTILITY ENGINEER

10/4/95

Trent Prall

244-1590

WATER - Ute Water

SEWER - Central Grand Valley Sanitation District

1. MH#1 should have also have the existing east "invert in" elevation.

CITY DEVELOPMENT ENGINEER

10/4/95

Jody Kliska

244-1591

1. No grading and drainage plan was submitted showing the construction of the detention pond. This is required submittal prior to approval of plans. The submitted drainage report is acceptable, but must be accompanied by a plan.

ADDITIONAL COMMENTS

CITY DEVELOPMENT ENGINEER

10/11/95

Jody Kliska

244-1591

PLAT

- Where is drainage easement granted by deed last year?
- How does stormwater get to pond from the end of the street? We will need an additional drainage easement for conveyance.
- What is the 15' strip between Lots 1 & 3, Block 2? It needs to be addressed.
 - 4. Tract A needs to be dedicated to the Homeowners Association. Dedicated
 - 5. The easement along south boundary Lots 1 & 3, Block 2 needs to be labeled.
 - 6. Easements need to be extended across Tract A.
 - 7. Lot 3, Block 4 will allow only one single family home as platted.
 - 8. For UCC approval, need Public Service signoff.

DRAINAGE PLAN

The plan shows direct discharge from a street to the pond. Since no street is proposed to be constructed in this location at this time, the drawing is incorrect. Please show the conveyance of stormwater to the pond.

STREET PLANS

These do not show handicap ramps or the crosspan across the south end of Heidel at Bookcliff.

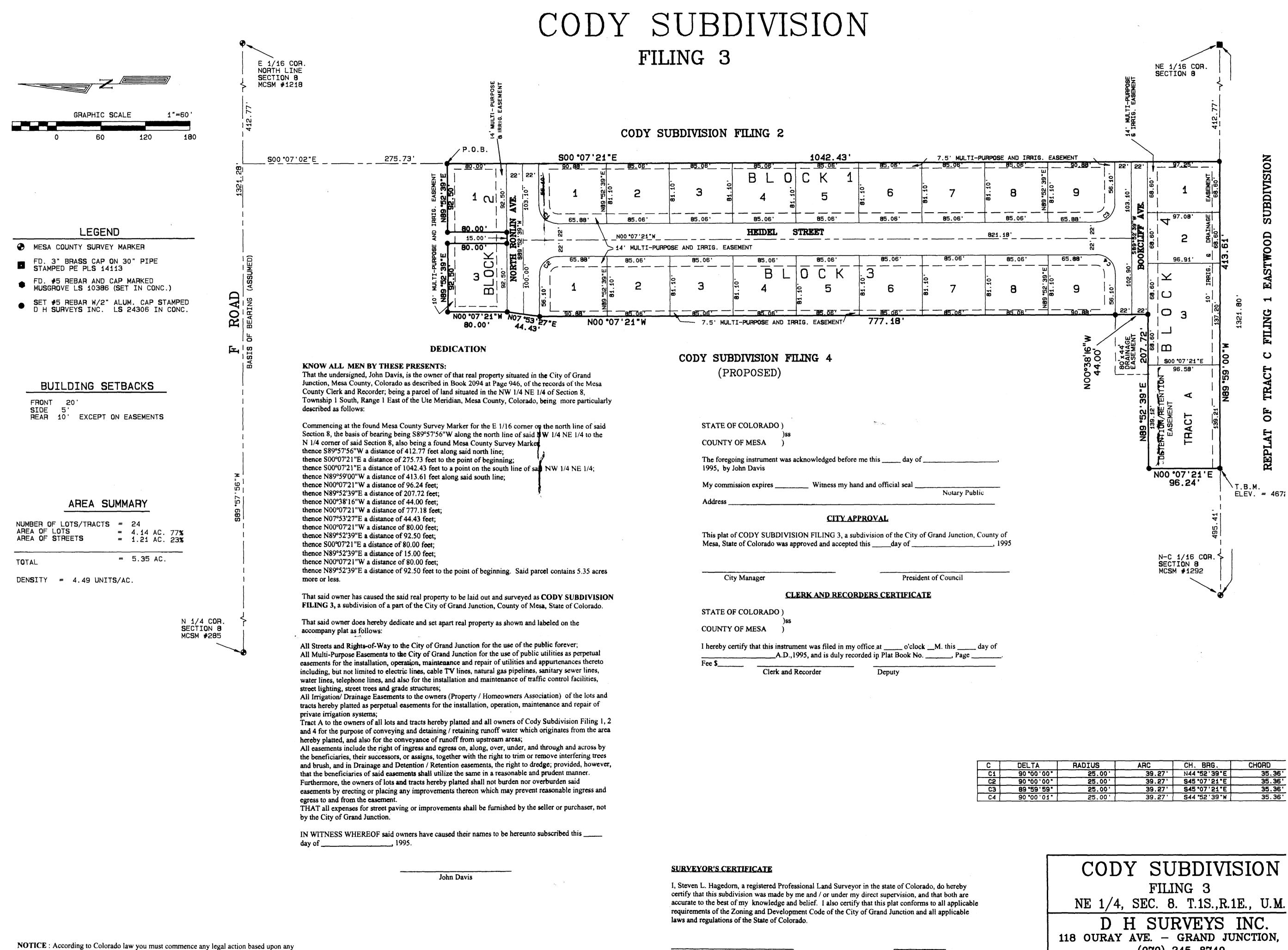
COMMUNITY DEVELOPMENT DEPARTMENT

10/11/95

Kathy Portner

244-1446

- 2. Covenants must be provided which include the ownership and maintenance responsibilities for the detention pond.
- 3. Must submit original improvements agreement with original signatures.



Steven L. Hagedorn PLS 24306

defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Date

(970) 245-8749

M.W.D. Designed By

AUG. 1995 **TMODEL**