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CITY OF Grand Junction COLORADO

CITY COUNCIL AGENDA
WEDNESDAY, AUGUST 7, 2019
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM

To become the most livable community west of the Rockies by 2025

Call to Order, Pledge of Allegiance, Invocation

Tom Rau, Elder at Grace Bible Church

The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future, and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand, or leave the room.

Presentations

Progress Overview for The Center for Living Your Best from Christy Whitney, HopeWest

Program Presentation from Kevin Barclay, National Alliance on Mental Illness

Proclamations

Proclaiming August 9, 2019 as Coworking Day in the City of Grand Junction

Appointments

Appointment to the Grand Junction Regional Airport Authority Board

Appointment to One Riverfront

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

City Manager Report

Council Reports

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

a. Summary of the July 15, 2019 Workshop

b. Minutes of the July 17, 2019 Special Meeting

c. Minutes of the July 17, 2019 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

a. Legislative

i. Introduction of an Ordinance for Supplemental Appropriation for the Acquisition of Real Property and Setting of a Public Hearing for August 21, 2019

b. Quasi-judicial

i. Consider a Request by Steven W. and Susan L. Miller to Zone Approximately 14.69 Acres from County RSF-R (Residential Single Family – Rural, 1 du/5 ac) to City R-8 (Residential – 8 du/ac) for 11.69 Acres and City C-1 (Light Commercial) for 3 Acres for the Two Ponies Annexation, Located at 3095 D ½ Road

ii. Consider a Request by Gato Development, LLC to Zone 5.72 Acres from County RMF-8 (Residential Multi Family – 8 du/ac) to City R-8 (Residential – 8 du/ac) for the Townhomes at River Park Annexation, Located at 3178 D Road

3. Contracts

a. Approve Contract for Remodel of the Communications Center Administrative Area

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

4. Public Hearings

a. Quasi-judicial

i. Consider a Request by SLB Enterprises LLC, for a Comprehensive Plan Amendment from Industrial and Commercial/Industrial Future Land Use Designations to a Commercial Future Land Use Designation and a Rezone from I-1 (Light Industrial) and I-O (Industrial/Office) to C-1 (Light Commercial) for Three Properties Having a Total of 12.2 Acres and Located North of the Colorado River, South of C ½ Road and Directly East of Las Colonias Park

ii. Resolution to Vacate Four Separate Public Utility, Drainage and Sanitary Sewer Easements and Ordinance to Vacate Portion of the W Indian Creek Drive Right-of-Way and Temporary Turnaround Identified in the Pepper Tree Filing No. Three Subdivision Plat, Located at the South End of W Indian Creek Drive

5. Resolutions

a. A Resolution Authorizing and Ratifying a Contract with Winters Avenue, LLC for the Purchase of Property

6. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

7. Other Business

8. Adjournment

City of Grand Junction, State of Colorado

Proclamation

Whereas, coworking, a term that came to be on August 9, 2005, is defined as a self-directed, collaborative, flexible and voluntary work style that is based on mutual trust and the sharing of common core values between its participants; and

Whereas, coworking involves affordable workspace for creatives, independent workers and small businesses, many of whom do not work for the same organization; and

Whereas, coworking grew to 1.74 million coworkers in 2017 with an expected 5.1 million members by 2022; and

Whereas, there are over 6,000 coworking spaces in the United States and five in the Grand Valley of Colorado; and

Whereas, coworking often is populated by the tech and digital industries and encourages growth and relocation by remote workers in those industries; and

Whereas, coworking creates connection, community, and collaboration and encourages and facilitates entrepreneurship.

NOW, THEREFORE, I, Rick Taggart, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim August 9, 2019 as

"Coworking Day in the City of Grand Junction".

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of August 2019.

Mayor

Grand Junction City Council

Regular Session

Item #

Meeting Date: August 7, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

Appointment to the Grand Junction Regional Airport Authority Board

RECOMMENDATION:

Ratify appointment to the Grand Junction Regional Airport Authority (GJRAA) Board.

EXECUTIVE SUMMARY:

The purpose of this item is to fill a vacancy on the GJRAA Board.

BACKGROUND OR DETAILED INFORMATION:

The vacancy is due to Councilmember Chuck McDaniel transitioning to the City Council Representative on the Board following the City's April Election. The GJRAA Board interviewed candidates for the vacancy.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (ratify/not ratify) the GJRAA Board's recommended candidate.

Attachments

None

Grand Junction City Council

Regular Session

Item #

Meeting Date: August 7, 2019

Presented By: Wanda Winkelmann, City Clerk

Department: City Clerk

Submitted By: Wanda Winkelmann

Information

SUBJECT:

Appointment to One Riverfront

RECOMMENDATION:

Appoint members to One Riverfront.

EXECUTIVE SUMMARY:

There are four vacancies on One Riverfront.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring. Appointments are approved by Mesa County, Town of Palisade, City of Fruita, and City of Grand Junction.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendations to One Riverfront.

Attachments

None

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY

July 15, 2019

Meeting Convened: 5:36 p.m. in the City Hall Auditorium

Meeting Adjourned: 7:20 p.m.

City Councilmembers present: Councilmembers Chuck McDaniel, Phillip Pe'a, Anna Stout, Duke Wortmann, and Mayor Rick Taggart.

Staff present: City Manager Greg Caton, City Attorney John Shaver, General Services Director Jay Valentine, Public Works Director Trent Prall, Assistant to the City Manager Greg LeBlanc, and City Clerk Wanda Winkelmann.

Agenda Topic 1. Discussion Topics

a. Council Policy - Attendance Via Phone or Other Electronic Forms

Mr. Caton introduced the topic. Mr. Shaver noted that tonight's discussion concerns allowing for a Councilmember to participate and vote by telephone or electronic means at a meeting of the City Council if the Councilmember is unable to physically attend the meeting.

Discussion ensued about not implementing a new policy because Councilmembers are elected to serve and should physically be in attendance; it might be helpful to have a policy in place in the event there might be a lack of a quorum; a policy might be helpful to those who want to serve the community; controls would need to be in place for remote meeting attendance; remote meeting attendance is available for many large organizations; a hybrid system might work; a possible survey of citizens might be helpful.

A draft policy was included in the meeting materials that contains a restriction on the number of annual meetings that could be attended electronically. It was suggested that electronic participation could be permitted but not allow the person attending remotely to vote; this could be done on a trial basis and revisited in a year. Support was expressed for this option and staff is asked to bring a draft policy back for Council's consideration.

b. City Council Compensation

Mr. Caton noted that City Council inquired into compensation. Currently, the City Charter sets the salary for City Council at $500 per month, with the Mayor earning $750 per month. Those amounts were approved by the voters in 1999. The Mayor pro tem receives the same salary as the rest of City Council.

Discussion ensued that the service is not about the money; an escalator could be put in place to keep up with inflation; it would be helpful to have the median calculated and compared with cities of similar size; an advisory committee made up of citizens could research the issue further; any changes would be made after the current Councilmember leaves office; this could be placed on the next municipal election (April 2021).

Staff will provide a follow-up report with the requested information for the median City Council salary and a comparison of Council salaries with those communities of similar size.

c. Possible Ballot Items for the November 2019 Election

Mr. Caton noted community discussion has occurred about potential questions for the November ballot.

Transportation Funding

On June 24, staff met with members of the Citizens Transportation Finance Committee to discuss the possibility of the City moving forward with a transportation funding ballot question in the Fall of 2019.

The committee recommended the City pursue a funding strategy for a series of projects around the community that would enhance transportation capacity. The committee's recommendations were as follows:

- $50-$60 million debt authorization
- Utilize TABOR excess (after 2022) and funds currently allocated to servicethe Riverside Parkway (after 2024) to service the new debt
- Ballot question November 2019

A public open house could be held to engage community members and elicit their feedback.

Charter Amendment for Length of Leases of Public Property

A section in the City Charter limits a lease of public property to no more than twenty-five years. Increasing the term from twenty-five to ninety-nine years for certain property(ies) may benefit the public by allowing the highest and best use of the property(ies) and contribute to economic development in the community. Leasing of any public property is permissive and within the sole and sound discretion of the City Council.

It was suggested this change would be targeted for the Los Colonias development.

Support was expressed to put these two items on the November ballot.

Agenda Topic 2. Next Workshop Topics

City Manager Caton reported there will be a joint City Council/Planning Commission Workshop on August 5 to discuss impact fees.

The City's Economic Development Partners (GJEP, the Business Incubator, the Chamber of Commerce, the Air Alliance, and the Sports Commission) are invited to attend the August 19 Workshop to provide an update on their activities.

3. Other Business

Councilmember Stout stated our Sister City is being awarded the most innovative Youth Program and Professional and Technical assistance. A ceremony is being held in Houston.

Adjournment

The workshop adjourned at 7:20 p.m.

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

July 17, 2019

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, July 17, 2019 at 4:30 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 North 5th Street. Those present were Councilmembers Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann, and Mayor Rick Taggart.

Staff present for the Executive Session were City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, Public Works Director Trent Prall, and Assistant to the City Manager Greg LeBlanc.

Councilmember Norris moved to go into Executive Session:

1. TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FORNEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO SECTION 24-6-402(4)(e) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO POSSIBLE CITY PARTICIPATION IN AN ECONOMIC DEVELOPMENT INCENTIVE FOR A COMPANY BEING RECRUITED BY THE GRAND JUNCTION ECONOMIC PARTNERSHIP; *and*

2. TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO SECTIONS 24-6-402(4)(e) AND 24-6-402(4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO A POSSIBLE PURCHASE OF REAL PROPERTY, THE LOCATION OF WHICH WILL REMAIN CONFIDENTIAL AS DISCLOSURE WOULD COMPROMISE THE PURPOSE FOR WHICH THE EXECUTIVE SESSION IS AUTHORIZED AS ALLOWED BY AND PURSUANT TO SECTION 24-6-402(4) OF COLORADO'S OPEN MEETINGS LAW.

Councilmember McDaniel seconded the motion. Motion carried unanimously. The City Council convened into Executive Session at 4:33 p.m.

Councilmember Wortmann moved to adjourn. Councilmember Pe'a seconded. Motion carried unanimously.

The meeting adjourned at 5:25 p.m.

Wanda Winkelmann
City Clerk

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

July 17, 2019

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 17th day of July, 2019 at 6:00 p.m. Those present were Councilmembers Chuck McDaniel, Phyllis Norris, Phillip Pe'a, Anna Stout, Duke Wortmann and Council President Rick Taggart.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and Deputy City Clerk Janet Harrell.

Council President Taggart called the meeting to order. Student Hunter Kyle led the Pledge of Allegiance which was followed by a moment of silence.

Certificates of Appointment

To the Urban Trails Committee

Councilmember McDaniel presented Andrew Gingerich, Shana Wade and Orin Zyvan with Certificates of Appointment to the Urban Trails Committee for three-year terms ending June 2022.

Citizen Comments

Gabriel Otero spoke about watershed protection.

Richard Swingle spoke about 2020 Employee Development.

Bruce Lohmiller spoke about Veteran's Art Center work is being shown at the Uncanny Valley Art Gallery, funding for Mind Springs trauma center, State group homes and asked for help for a citizen.

City Manager Report

City Manager Caton recognized the efforts of the response teams to the Riverview Fire at Connected Lakes on July 4, 2019 and noted there were no casualties or structure losses.

Council Reports

Councilmember Stout reported the Downtown Development Authority voted to be the funding apparatus for the Dos Rios development.

Councilmember McDaniel reported the Grand Junction Regional Airport Authority Board selected Linde Marshall, pending ratification, for the vacated At Large seat.

Councilmember Norris thanked the Riverview Fire response teams.

Councilmember Wortmann thanked the Grand Junction Economic Partnership (GJEP) for their work in bringing jobs to the area and said GJEP celebrated the Bureau of Land Management (BLM) headquarters relocation to Grand Junction.

Council President Taggart thanked all those involved, from the federal to the local level, in their efforts to bring the BLM to Grand Junction.

CONSENT AGENDA

Councilmember Wortmann moved to adopt Consent Agenda items #1 - #3. Councilmember Norris seconded the motion. Motion carried by unanimous voice vote.

1. Approval of Minutes

a. Minutes of the July 1, 2019 Regular Meeting

b. Minutes of the July 3, 2019 Special Meeting

2. Set Public Hearings

a. Quasi-judicial

i. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control and Introducing Proposed Annexation Ordinance for the Townhomes at River Park Annexation of 1.336 Acres, Located at 3178 D Road

ii. Consider a request by SLB Enterprises, LLC for a Comprehensive Plan Amendment from Industrial and Commercial/Industrial Future Land Use Designations to a Commercial Future Land Use Designation and a Rezone from I-1 (Light Industrial) and I-O (Industrial/Office) to C-1 (Light Commercial) for Three Properties Having a Total of 12.2 Acres and

Located North of the Colorado River, South of C ½ Road and Directly East of Las Colonias Park

iii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control and Introducing Proposed Annexation Ordinance for the Two Ponies Annexation of 16.00 Acres, Located at 3095 D ½ Road

iv. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control and Introducing Proposed Annexation Ordinance for the Kiser Annexation of 3.557 Acres, Located at 136 Vista Grande Road

v. Introduction of an Ordinance to Vacate a Portion of the West Indian Creek Drive Right-of-Way and a Temporary Turnaround Identified within the Pepper Tree Filing No. Three Subdivision Plat and Set a Public Hearing for August 7, 2019

vi. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control and Introducing Proposed Annexation Ordinance for the Maverick Estates Annexation of 19.608 Acres, Located at 2428 H Road

3. Resolutions

a. A Resolution Concerning Insurance for Operation by Adrenaline Adventure Company of Utility Type Vehicles (UTVs) on Public Right-of-Way

REGULAR AGENDA

Discussion and Selection of District E Councilmember

Council President Taggart introduced the District E candidates: Kraig Andrews, Daniel Fouts, Michael Gibson, Abram Herman, Sarah McCarthy and Andrew Sweet. He thanked the candidates for applying and their time at the Question and Answer meeting.

Council President Taggart reviewed the nomination and voting process. Council will agree on the number of applicants that will comprise the slate (of candidates). The slate will then be created by having each Councilmember nominate at most three candidates and the top nominees with four or more Council nominations (unless otherwise agreed upon) can then be

voted on by Council. Councilmembers may speak in support of a candidate for the benefit of a nomination and/or vote. If no candidate receives four or more votes, Council may reduce the slate by agreement or by a nomination and second process.

Council nominations were, in order of request and nomination:

Councilmember Norris – Kraig Andrews and Abram Herman

Councilmember Pe'a – Kraig Andrews and Abram Herman

Councilmember Stout – Abram Herman and Sarah McCarthy

Councilmember McDaniel – Abram Herman and Sarah McCarthy

Council President Taggart – Sarah McCarthy and Abram Herman

Councilmember Wortmann – Kraig Andrews

City Clerk Winkelmann announced each candidate's name and number of nominations received: Abram Herman - 5 votes, Kraig Andrews – 3 votes, and Sarah McCarthy – 3 votes. Council agreed for the slate to include all three candidates.

The subsequent rounds of nominations and votes are summarized in a chart on page 9.

After several rounds of nominations, Council appointed Kraig Andrews to fill the District E vacancy by a 4 - 2 vote with Councilmembers McDaniel and Stout voting NO.

Council took a break at 7:25 p.m.

The meeting resumed at 7:36 p.m.

Discussion of Additional Comprehensive Plan Advisory Committee Member(s)

The City of Grand Junction commenced its 2020 update to the City's Comprehensive Plan. Part of the methodology and approach to the scope of work of updating the Comprehensive Plan was to establish a Comprehensive Plan Advisory Committee (CPAC). In February 2019, the City Council unanimously appointed 15 members to the CPAC. Since that time City Council was approached to consider adding an additional member(s) to the CPAC.

City Manager Caton presented the item and said 44 letters of interest were received. Community Development Director Tamra Allen explained the application recruitment process.

Discussion included opening the candidate pool to all City residents (not just from specific areas), considering candidates from the original application pool, if the Committee would benefit from new members since the process is past the halfway mark, non-committee

members have been participating in the larger group gatherings, applicants were not screened by their addresses and whether applicants would represent their residence or business (based on address).

Councilmember Wortmann moved to appoint Erin Nix and representatives from the Orchard Mesa and Downtown areas to the Comprehensive Plan Committee. Councilmember Pe'a seconded the motion. Motion carried by unanimous roll call vote.

Construction Contract for the Las Colonias River Park

The purpose of the Las Colonias River Park Project channel improvements is to enhance the stream hydrology and aquatic habitat zone in the recently constructed slough by adding habitat while expanding existing recreational use for a larger portion of the year. This will also restore the original goal of the channel by adding more flow and open water to the park.

Public Works Director Trent Prall and Parks and Recreation Director Rob Schoeber presented the item.

Conversation included that grants were used to offset total cost, the City used budgeted funds for the remaining amount, the summer stem flow is lower than winter due to irrigation diversion and the channel uses water from the main stem which allows for flexibility of the channel flow.

The public comment period opened at 8:09 p.m.

John Whipple expressed concern for river safety, does not support tubing and encouraged river safety education programs.

City Manager Caton responded that the City does not support specific types of water craft over another but would invite a public/private education partnership.

The public comment period closed at 8:13 p.m.

Councilmember Wortmann moved to authorize the Purchasing Division to enter into a contract with K&D Construction, Inc. for the construction of the Las Colonias River Park Project in the amount of $1,298,433.17. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

A Resolution Adopting the 2019 Program Year Action Plan as a Part ofthe Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant (CDBG) Program

The City will receive $461,255 CDBG funding for the 2019 Program Year which begins September 1st. The City also has $100,000 remaining from the 2018 Program Year to be

allocated with the 2019 funds. The purpose of this hearing is to adopt the 2019 Annual Action Plan which includes fund allocation for 17 projects as part of the Five-Year Consolidated Plan.

Principle Planner/CDBG Administrator Kristen Ashbeck presented the item.

The public hearing opened at 8:20 p.m.

There were no public comments.

The public hearing closed at 8:21 p.m.

Councilmember Stout moved to adopt Resolution No. 46-19, a resolution adopting the 2019 Program Year Action Plan as a part of the Grand Junction Five-Year Consolidated Plan for the Community Development Block Grant Program. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Organizing and Establishing the Grand Junction Dos Rios General Improvement District

The City may create a General Improvement District (GID) which is a separate political subdivision with the power to tax, for the purpose(s) of acquiring, constructing, installing, operating and/or maintaining public improvements and providing service to the Dos Rios property. Passage of the ordinance is the first step in the process to create the GID.

City Attorney John Shaver explained the purpose of a GID, the creation procedure and how it would apply to Dos Rios.

Discussion ensued regarding how the Dos Rios acreage may vary with the ebb and flow of the river, that Council would be the GID Board (not additional staff), the GID purpose is to create a financing mechanism for public improvements (infrastructure), GID's are a common approach and help streamline processes, how many other communities use GID's and to what extent (information can be found on the Colorado Department of Local Affairs website), and concerns regarding a GID's financial solvency and who would be responsible for debts.

The public hearing opened at 8:28 p.m.

Richard Swingle expressed concern that having multiple City entities may cause fragmentation.

The public hearing closed at 8:31 p.m.

Councilmember Wortmann moved to adopt Ordinance No. 4861, an ordinance of the City of Grand Junction, Colorado establishing the Grand Junction Dos Rios General Improvement District and other details relating thereto on final passage and ordered final publication in

pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance to Vacate Unnamed Right-of-Way Situated Between 383 29 Road and 379 29 Road

The Applicant, Sunshine of Delta, Inc., requested a vacation of a section of unimproved right-of-way between 383 and 379 29 Road which has a total area of 14,500 square feet (0.33 acres). The Applicant currently has two other projects under review; a simple subdivision and rezone request. As part of the simple subdivision application, the Applicant proposed to dedicate a 52-foot-wide right-of-way 70 feet south of the existing right-of-way that will allow better access to the neighboring properties to the west (2896 and 2896 ½ Florida Street).

Associate Planner Jace Hochwalt presented the item.

The public hearing opened at 8:43 p.m.

There were no public comments.

The public hearing closed at 8:43 p.m.

Councilmember Stout moved to adopt Ordinance No. 4862, an ordinance vacating a portion of unnamed 50-foot-wide right-of-way, located between 379 29 Road and 383 29 Road on final passage and ordered final publication in pamphlet form. Councilmember Wortmann seconded the motion. Motion carried by unanimous roll call vote.

An Ordinance Rezoning 0.44 acres of Property Located at 383 29 Road and 379 29 Road to C-1 (Light Commercial)

The Applicant, Sunshine of Delta, Inc., requested the rezone 19,294 square feet (0.44 acres) to C-1 (Light Commercial), which is comprised of two sections totaling 0.33 acres. The property is currently reserved for public road purposes and therefore does not have a zoning designation. However, the Applicant is concurrently requesting the right-of-way to be vacated. The remaining area, a 0.11 acres strip of property, is currently zoned R-12 (Residential – 12 units/acre) and is situated between the existing right-of-way that is proposed to be vacated and a proposed right-of-way to be dedicated in a simple subdivision.

Associate Planner Jace Hochwalt presented the item.

The public hearing opened at 8:53 p.m.

There were no public comments.

The public hearing closed at 8:53 p.m.

Councilmember Wortmann moved to adopt Ordinance No. 4863, an ordinance rezoning the Sunshine of Delta property to C-1 (light commercial), located at 383 and 379 29 Road on final passage and ordered final publication in pamphlet form. Councilmember Norris seconded the motion. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 8:55 p.m.

_____

Wanda Winkelmann, MMC
City Clerk

City Council District E Motions/Votes – Moved (M) & Seconded (S) / Y = Yes (in favor) & N = No (against)

	#1 Nomination/ Vote Abram Herman	#2 Nomination/ Vote Sarah McCarthy	#3 Nomination/ Vote Kraig Andrews	Per Voting - Slate Narrowed to Andrews and McCarthy	#4 Vote Kraig Andrews	#5 Vote Sarah McCarthy	#6 Re-nomination Abram Herman	#7 Close Nominations to Include Herman
Councilmember McDaniel	S - Y	M - Y	N		N	Y	S	M - Y
Councilmember Norris	N	N	Y		Y	N		Y
Councilmember Pe'a	N	N	S - Y		Y	N		Y
Councilmember Stout	M - Y	S - Y	N		N	Y	M	S - Y
Councilmember Wortmann	N	N	M - Y		Y	N		Y
Mayor Taggart	N	Y	N		N	Y		Y
Results	**2 - 4**	**3 - 3**	**3 - 3**		**3 - 3**	**3 - 3**		**6 - 0**

	#8 Vote Abram Herman	#9 Nomination/ Vote Abram Herman	#10 Nomination/ Vote Kraig Andrews	#11 Close Nominations for Andrews (#10) /Herman (#9)	#12 Nomination/ Vote Kraig Andrews	#13 Nomination/ Vote Abram Herman	#14 Close Nominations for Andrews (#12) / Herman (#13)
Councilmember McDaniel	Y	S - Y	N	S - Y	N	M - Y	Y
Councilmember Norris	N	N	M - Y	M - Y	M - Y	N	M - Y
Councilmember Pe'a	N	N	Y	Y	S - Y	N	Y
Councilmember Stout	Y	M - Y	N	M - Y	N	S - Y	Y
Councilmember Wortmann	N	N	S - Y	S - Y	Y	N	S - Y
Mayor Taggart	Y	Y	N	Y	Y	N	Y
Results	**3 - 3**	**3 - 3**	**3 - 3**	**6 - 0**	**Final 4 - 2**	**2 - 4**	**6 - 0**

Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: August 7, 2019

Presented By: Jodi Romero, Finance Director

Department: City Manager's Office

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

Introduction of an Ordinance for Supplemental Appropriation for the Acquisition of Real Property and Setting of a Public Hearing for August 21, 2019

RECOMMENDATION:

Introduce a proposed ordinance regarding 2019 supplemental appropriations for property acquisition and set a public hearing for August 21, 2019.

EXECUTIVE SUMMARY:

This request is to appropriate funds and authorize spending for the acquisition of real property at 1441 Winters Avenue from Winters Ave, LLC. for a purchase price of $1,800,000. The funds are available in the General Fund Reserve Balance and authorized to be used for this purpose as described in the General Fund Minimum Reserve Policy adopted by City Council.

BACKGROUND OR DETAILED INFORMATION:

City Council authorizes spending at a fund level. The authorization occurs through the adoption of the Appropriations Ordinance. Supplemental appropriations are also adopted by ordinance and are required when the adopted budget is increased to approve new projects or expenditures.

FISCAL IMPACT:

The funds are available in the General Fund Reserve Balance and authorized to be used for this purpose as described in the General Fund Minimum Reserve Policy adopted by City Council. Currently the funds above the Minimum Reserve are

projected to be $2.8 million at 12/31/2019. The purchase price is $1,800,000 and the funds appropriated include an estimated $5,000 for closing costs for a total of $1,805,000.

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices.

SUGGESTED MOTION:

I move to introduce a proposed ordinance making Supplemental Appropriations to the 2019 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2019 and ending December 31, 2019 and set a public hearing for August 21, 2019.

Attachments

1. Second Supplemental Apprpriation-Property Acquisition ORDINANCE NO

ORDINANCE NO. ___

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2019 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO FOR THE YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2019 to be expended from such funds as follows:

Fund Name	**Fund #**	**Appropriation**
General Fund	100	$ 1,805,000

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2019.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2019.

_____
President of the Council

Attest:

_____
City Clerk

Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: August 7, 2019

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Consider a Request by Steven W. and Susan L. Miller to Zone Approximately 14.69 Acres from County RSF-R (Residential Single Family – Rural, 1 du/5 ac) to City R-8 (Residential – 8 du/ac) for 11.69 Acres and City C-1 (Light Commercial) for 3 Acres for the Two Ponies Annexation, Located at 3095 D ½ Road

RECOMMENDATION:

The Planning Commission heard this item at their July 23, 2019 meeting and made a recommendation of approval, 7-0.

EXECUTIVE SUMMARY:

The Applicant, Steven W. and Susan L. Miller, are requesting a zone of annexation to R-8 (Residential – 8 du/ac) on 11.69 acres and C-1 (light commercial) on 3 acres for the Two Ponies Annexation. The 14.69-acre property consisting of one parcel is located at the southwest corner of D ½ Road and 31 Road. The Applicant is requesting annexation into the City limits consistent with the requirements of the Persigo Agreement between Mesa County and the City of Grand Junction in order to zone for future commercial and residential development. The Comprehensive Plan Future Land Use Map designates this property as Neighborhood Center Mixed Use and this request conforms with this designation. The request for annexation will be considered separately by the City Council.

BACKGROUND OR DETAILED INFORMATION:

Steven W. and Susan L. Miller have requested annexation of land into the City limits, located at 3095 D ½ Road, in anticipation of future mixed use development envisioned

by the Comprehensive Plan identifying their property as a future neighborhood center. The property to be zoned consists of one 14.69-acre parcel of land with the applicant requesting a split zoning of R-8 (Residential – 8 du/ac) on 11.69 acres and C-1 (light commercial) on 3 acres. The parcel currently has one residential home, out-buildings and agricultural uses.

The subject property is currently in the County and retains a County zoning of RSF-R (Residential Single Family–R, allowing 1 dwelling unit per 5 acre). Surrounding properties west, south and east are zoned RSF-R in Mesa County; and zoned RSF-2 and RSF-4 in Mesa County and R-5 in the City to the north of the property. The greater surrounding area is mostly developed, with this property and some other larger adjacent parcels zoned RSF-R still in agricultural production, however seeing continued urbanization of the Pear Park neighborhood. The RSF-R County zoning is a rural residential agricultural zone that is used for properties within the urban area prior to urban development. Rezoning then occurs subject to the Comprehensive Plan's Future Land Use Map. The subject property has a Future Land Use designation of Neighborhood Center Mixed Use. The Applicant's proposed zoning designation of R-8 and C-1 meets with the intent of the Future Land Use Map, implementing the types of allowed uses envisioned within a neighborhood center.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on February 19, 2019 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's and City staff were in attendance along with eleven citizens. Comments and concerns expressed by the attendees centered on irrigation, traffic, speeding on D ½ Road and the timing of development for the property.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on May 30, 2019. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 12, 2019. The notice of this public hearing was published July 16, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or

The property owners have petitioned for annexation into the City limits with a requested

zoning district of City R-8 (Residential – 8 du/ac) for 11.69 acres and City C-1 (Light Commercial) for 3 acres. The property is currently zoned RSF-R in Mesa County which is a residential/agricultural zone district applied to land in unincorporated Mesa County that is often in agricultural production as it waits for future rezoning to conform to the Comprehensive Plan. Since the property is currently in the County, the annexation of the property is a subsequent event that will invalidated the original premise; the property can no longer have a county zoning designation. With anticipation of urban development within the Neighborhood Center land use designation, rezoning to conform with the plan is a subsequent event that is appropriate. Therefore, Staff has found this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The adopted Comprehensive Plan designated this property with a Future Land Use designation of Neighborhood Center Mixed use. The character and/or condition of the area continues to urbanize in conformance with the Comprehensive Plan. As infill urban development continues to occur, properties within unincorporated Mesa County transition from agricultural to urban land uses throughout the Pear Park neighborhood. Therefore, Staff finds that this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Water and sewer services are available to this property in D ½ Road and 31 Road. This property is within the Clifton Water District service area. An 8-inch water line services the property from D ½ Road and a 3-inch waterline serve the property from 31 Road. The property is currently within the Persigo 201 Sewer Service Area and the Persigo wastewater treatment plant has sufficient capacity to accommodate this development. An 8-inch sewer line is located in D ½ Road and a 10-inch sewer line is located in 31 Road. The property can also be served by Xcel Energy natural gas and electric.

A short distance away is Chatfield Elementary. To the northeast along 32 Road (Hwy 141) are commercial retail centers that include offices, convenience stores and gas islands, restaurants, commercial businesses and a grocery store in the Clifton commercial core.

Grand Junction Fire Department finds the public and community facilities regarding fire and emergency medical services are adequate to serve the type and scope of the residential land use proposed. This property is currently in the Clifton Fire Protection District and fire and emergency medical response is provided from the Clifton Fire Station at 3254 F Road however, with Annexation, the property will be served by the Grand Junction Fire Department. Fire Station #4 at 2884 B ½ Road will provide the

primary response to this area and Clifton Fire Protection District will continue to provide secondary response. Response times to this area are longer than other areas due to the distance from existing fire stations. For the immediate future the area will be served by Fire Station #4 at 2884 B ½ Road. However, as a result of the recently passed First Responder Tax this area is slated to have a closer fire station constructed within the next 5 years.

From input provide by a number of utility and service providers, staff has found that public and community facilities are adequate to serve the type of residential and commercial land uses allowed in the R-8 and C-1 zone districts proposed and therefore, staff finds this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The property has a Comprehensive Plan Future Land Use Map designation of Neighborhood Center Mixed Use. The property is currently used for agricultural purposes and has one residence. The proposed zoning designation of R-8 and C-1 meet with the intent of achieving the desired overall density/intensity for the property. These zone districts implement the Neighborhood Center land use designation. Creating neighborhood centers throughout the community were identified in the Comprehensive Plan and are a key principle of the Plan. Staff finds that there is an inadequate supply of the requested zoning designations within a defined neighborhood center area, currently zoned RSF-R in Mesa County which does not allow for neighborhood center uses, therefore, has found this criterion to have been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Annexation and zoning of the property will create consistent land use jurisdiction within the City consistent with an Intergovernmental Agreement with the County. The requested zoning will also provide an opportunity for a variety of housing allowed by the R-8 zone district including single family detached, single family attached and multi-family residential land uses, and neighborhood business and commercial uses under the proposed C-1 zoning. These zone districts are consistent with the Comprehensive plan in this area to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the Plan's goal of promoting a diverse supply of housing types, a key Guiding Principle in the Comprehensive Plan; and compact growth concentrated in neighborhood centers, a key concept of the Plan. The Comprehensive Plan includes an emphasis on mixed-use "centers" as a key growth pattern, accompanied by encouragement of infill and redevelopment more than external expansion. These concepts represent important community efforts to balance the pressures for outward growth with the desire to

promote infill. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. The proposed R-8 and C-1 zone districts are greater than the existing RSF-R zone district of Mesa County. Though other zone districts could also be considered, as listed below, this zone district comports with the recommendations of the Plan's Future Land Use Map.

Other zone districts permitted within the Neighborhood Center Mixed Use Land Use designation and implement the Comprehensive Plan include:
• R-8
• R-12
• R-16
• R-O
• B-1
• MXR-3
• MXG-3
• MXS-3

Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy A: Land use decisions will be consistent with Future Land Use Map.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To Provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.
FINDINGS OF FACT
After reviewing the Two Ponies Annexation, ANX-2019-269, for a Zone of Annexation from County RSF-R (Residential Single Family – Rural, 1 du/5 ac) to a City R-8 (Residential – 8 du/ac) for 11.69 acres and City C-1 (Light Commercial) for 3 acres for the Two Ponies Annexation, the following findings of fact have been made:

1. In accordance with Section 21.02.140 (a) of the Zoning and Development Code, the request meets one or more of the rezone criteria.

2. In accordance with Section 21.02.160 (f) of the Zoning and Development Code, the request is consistent with the adopted Comprehensive Plan.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Two Ponies Annexation to C-1 (Light Commercial) and R-8 (Residential – 8 du/ac), located at 3095 D ½ Road and set a public hearing for August 21, 2019.

Attachments

1. Development Application - dated May 10, 2019
2. Site Plan-Proposed Zoning
3. Maps and Photos
4. Zoning Ordinance

Exhibit 1

VORTEX
ENGINEERING & ARCHITECTURE, INC.

Project Report
For
Miller Annexation/Zone of Annexation and Simple Subdivision

Date:	February 21, 2019
Prepared by:	Robert W. Jones II, P.E. Vortex Engineering and Architecture, Inc. 2394 Patterson Road, Suite 201 Grand Junction, CO 81505 970-245-9051 VEI# F18-082
Submitted to:	City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501
Type of Design:	Annexation/Zone of Annexation and Simple Subdivision
Owner:	Steven and Susan Miller 3095 D ½ Road Grand Junction, CO 81504-2509
Property Address:	3095 D 1/2 Road Grand Junction, CO 81504-2509
Tax Schedule No:	2943-164-00-056

1. Project Intent

This application is to request annexation and City zoning for property located at 3095 D ½ Road, and to request approval of a Simple Subdivision for two lots of approximately 14.84 acres.

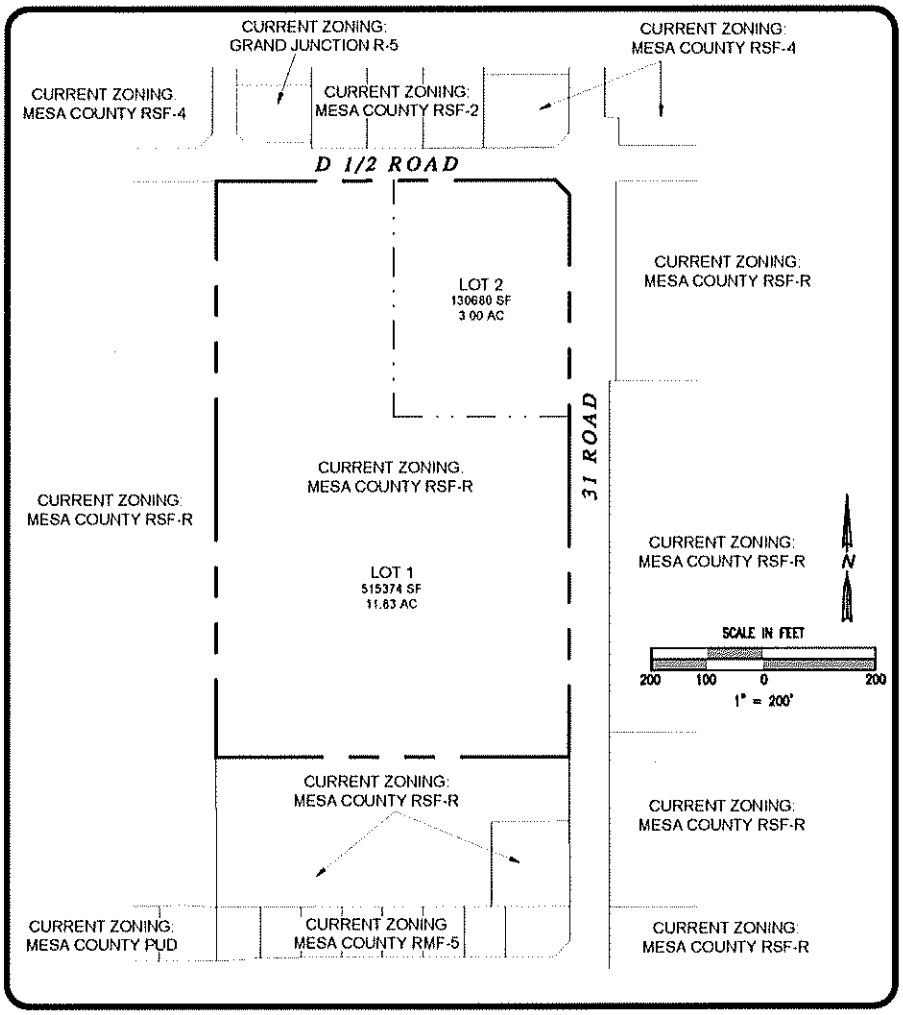
The property is currently zoned RSF-R (Residential Single Family Rural, 1 du/5 ac) in unincorporated Mesa County. The applicant would like to annex their property into the City with the request that the C-1 and R8 zone districts be applied as the zone of annexation by City Council. The applicant's intent is to develop the subject property consistent with the requirements of the C-1 and R8 zone districts and the goals and objectives of the Grand Junction Comprehensive Plan.

2. Project Description

The site is located at the southwest corner of D ½ Road and 31 Road. A plat has been submitted with this application which divides the property into two parcels so that different zoning can be applied to each parcel upon annexation. The applicant requests that the eastern parcel located at the corner of D ½ Road and 31 Road be zoned C-1 and the remaining property be zoned R8. The requested zone of annexation supports the Comprehensive Plan's Future Land Use Map that shows Village Center Mixed Use for the subject property.

There is one single-family house and several outbuildings located on the subject property which will remain on site upon annexation. Future development of the subject property will be accomplished under separate land development applications.

The site plan below depicts the general location of the two parcels that comprise the Miller Simple Subdivision. The applicant requests that the northeast lot at the corner of D ½ Road and 31 Road be zoned C-1 upon annexation and that the balance of the property be zoned R8. The two different zone districts are being requested to better prepare the property for future development that is consistent with the Comprehensive Plan.



Legal description

The legal description of the property is:
N 16A E2NE4SE4 SEC 16 1S 1E EXC ROAD ROW AS DESC IN B-5061 P-767 & EXC ROAD ROW AS DESC IN B-5262 P-921 & EXC 30FT ROAD ROW ON E PER ROAD B-1 P-60 MESA CO RECDS - 14.84AC

3. Neighborhood Meeting

In accordance with Sec. 21.02.080(e), a Neighborhood Meeting was held on Tuesday, February 19, 2019 from 5:30 to 6:30 pm at the Pear Park Elementary School library, located at 432 30 ¼ Road, Grand Junction. The owner's representative provided an overview of the annexation, requested zoning, the Simple Subdivision plat and answered questions from area residents. Tom Dixon, City Planner with the City of Grand Junction Community Development Department, also attended the meeting to answer questions about the annexation and subdivision review process.

The meeting was attended by eleven citizens. A list of all those attending the meeting has been included with this application, as well as the primary issues of concern that were discussed during the meeting. Most comments raised during the meeting concerned what will happen to the existing irrigation water, traffic and speeding on D ½ Road and the timing of development on the property. Four citizens left written comments which have been included with this application for the official record.

Public notice for this application will be provided in accordance with Sec. 21.02.070(a)(3) and Sec. 21.02.080(g) of the Grand Junction Municipal Code, including posting the subject property on the public right-of-way.

4. Comprehensive Plan

The Comprehensive Plan Future Land Use Map shows the subject property as Village Center Mixed Use which anticipates a mix of uses with medium to high density residential development combined with commercial, retail and service type businesses in this area of the community. The requested C-1 and R8 zoning of the property implements and supports the Village Center Mixed Use land use classification of the Comprehensive Plan.

The property is located within the area encompassed by the Pear Park Neighborhood Plan, Title 37 of the Grand Junction Municipal Code (GJMC). Future development of the subject property will be consistent with the goals and intent of the Pear Park Neighborhood Plan.

The City of Grand Junction established a local Register of Historic Sites, Structures and Districts in 1994. To date, and since the majority of Pear Park is in unincorporated Mesa County, no properties in the area have been included on the local register. Although there has been no formal designation, the home located at 3095 D ½ Road has been identified in the Pear Park Neighborhood Plan as an eligible structure for designation on the local Register. The applicant intends to retain the home located at 3095 D ½ Road.

The proposed simple subdivision is intended to better position the property for future development as anticipated by the Comprehensive Plan and meets the following Guiding Principles, goals and policies of the Plan:

Guiding Principle 2: Sustainable Growth Patterns – Fiscal sustainability where we grow efficiently and cost-effectively. Encourage infill and redevelopment and discourage growth patterns that cause disproportionate increases in cost of services.

The Miller Annexation and Simple Subdivision is not leap frog development. The development is located within the 201 Sewer Service area and is near existing residential development that has been constructed with urban density and services. The site is surrounded by urban development on three sides and can be considered infill development of the area.

Goal 1, Policy D: For development that requires municipal services, those services shall be provided by a municipality or district capable of providing municipal services.

The Miller Annexation and Simple Subdivision will extend existing utilities to the site and provide stub streets to adjacent parcels to facilitate development. With development of the site, urban services will be provided by a variety of utility providers such as Clifton Water, Persigo Wastewater

Treatment Facility, Grand Valley Drainage District and will include a street network of urban streets with curb, gutter, sidewalks and street lighting. Other urban services include Police, Fire, schools and park facilities.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 12, Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

The proposed Miller Annexation and Simple Subdivision set the stage for a mix of uses in an area anticipated to develop as a Village Center by the Comprehensive Plan. The mix of uses will include medium to higher density residential through the R8 zone district and commercial uses through the C-1 zone district.

5. Zoning and Surrounding Areas

The property is currently zoned RSF-R (Residential Single Family Rural, 1 du/5 ac) in unincorporated Mesa County. The existing RSF-R zone district is not consistent with the Comprehensive Plan's Future Land Use Map classification of Village Center Mixed Use which anticipates a mix of residential and commercial uses with employment opportunities. The proposed C-1 and R8 zone districts will implement the Village Center Mixed Use future land use classification anticipated by the Comprehensive Plan.

Surrounding area zoning and land uses include:

North – City R5 (3-5 du/ac) and Mesa County RSF-2 and RSF-4 (Residential with 2-4 du/ac) with single family residential land uses
South – Mesa County RSF-R (Residential Single Family Rural, 1 du/5 ac), with single family residential and agricultural land uses
East – Mesa County RSF-R (Residential Single Family Rural, 1 du/5 ac), with single family residential and agricultural land uses
West – Mesa County RSF-R (Residential Single Family Rural, 1 du/5 ac), with single family residential and agricultural land uses

Zone districts that implement the Village Center Mixed Use land use category include:

R8 through R24 (5.5 du/ac to no maximum density)
RO, Residential Office (4 du/ac to no maximum density)
B-1, Neighborhood Business (8-16 du/ac)
C-1, Light Commercial (12-24 du/ac)
MU, Mixed Use (8-24 du/ac)
MXR, MXG, MXS 3-5 (9 zone district options with density 3-8 du/ac))

6. Floodplain and Wetlands

The subject property is located in Zone X, outside the 2% annual chance floodplain on FEMA Panel #0828F as noted on the map below. There are no known wetlands associated with this property.

7. Utility Providers

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the proposed development have the willingness and capacity to serve the development. All utilities shall be constructed to the current standards and specifications of the service provider.

Utility providers for the site are as follows:

Sewer: City of Grand Junction/Persigo
Water: Clifton Water District
Drainage: Grand Valley Drainage District
Irrigation water: Grand Valley Irrigation Company
Electric/Gas: Xcel Energy

Public facilities such as medical, schools, parks and public safety are available to serve development on this site within a distance of 1 to 2 miles.

8. Approval Criteria

Section 21.02.070(a)(6), **General Approval Criteria.** No permit may be approved unless all of the following criteria are satisfied:

(1) Compliance with the Comprehensive Plan and any applicable adopted plan.

Response: The subject property is shown as Village Center Mixed Use. The proposed annexation and development meets the following goal and policy of the Comprehensive Plan:

Guiding Principle 2: Sustainable Growth Patterns – Fiscal sustainability where we grow efficiently and cost-effectively. Encourage infill and redevelopment and discourage growth patterns that cause disproportionate increases in cost of services.
Goal 1, Policy D: For development that requires municipal services, those services shall be provided by a municipality or district capable of providing municipal services.
Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.
Goal 12, Policy B: The City and County will provide appropriate commercial and industrial development opportunities.

This criterion has been MET.

(2) Compliance with this zoning and development code.

Response: The requested C-1 and R8 zone districts implement the Comprehensive Plan's Future Land Use classification of Village Center Mixed Use. The simple subdivision meets the provisions of Sec. 21.03, Zoning Districts; Sec. 21.04, Uses and Sec. 21.06, Development Standards of the Zoning and Development Code.

Futhermore, future development of this property will comply with the provisions of Sec. 21.03, Zoning Districts; Sec. 21.04, Uses and Sec. 21.06, Development Standards of the Zoning and Development Code.
This criterion has been MET.

(3) Conditions of any prior approvals.

Response: There are no conditions of prior approvals that apply to this development application or property.
This criterion is not applicable.

(4) Public facilities and utilities shall be available concurrent with the development.

Response: All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the subject property have the capacity and willingness to serve future development. Public facilities such as medical, schools, parks and public safety are available to serve development on this site and located within 1-2 miles.
This criterion has been MET.

(5) Received all applicable local, State and federal permits.

Response: All applicable local, state and federal permits shall be obtained.
This criterion has been MET.

Section 21.02.070(p)(3), Approval Criteria, states that the Director will approve a simple subdivision if the applicant demonstrates that:

(i) Any changes to existing easements or right-of-way have been completed in accordance with this code or otherwise allowed by law (additional easements or right-of-way may be dedicated);
Response: There will be no changes to existing easements with the proposed subdivision. Right-of-way for D ½ Road and 31 Road will be dedicated as required by the City of Grand Junction with the recordation of the simple subdivision plat.
This criterion has been MET.

(ii) The right-of-way shown on the Grand Junction Circulation Plan is not changed; and
Response: The right-of-way shown on the Grand Junction Circulation Plan has not changed. Right-of-way for D ½ Road and 31 Road will be dedicated as

required by the City of Grand Junction with the recordation of the simple subdivision plat. Future development will dedicate right-of-way for new streets as required by the City of Grand Junction and be developed in accordance with the guidelines of the Pear Park Plan.
This criterion has been MET.

(iii) If a new lot is being created, no portion of the property may have been the subject of a previous simple subdivision creating a new lot within the preceding 10 years or a minor exemption subdivision (see subsection (o) of this section).
Response: The subject property has never been platted, therefore, no portion of the property has been the subject of a previous simple subdivision within the preceding 10 years.
This criterion has been MET.

9. Development Schedule

The proposed simple subdivision will be recorded upon approval of the annexation and zoning of the Miller Annexation.

10. Conclusion

After demonstrating how the request for Annexation, Zone of Annexation and the proposed Simple Subdivision meet the goals and objectives of the Comprehensive Plan and the approval criteria of Section 21.02.070(a)(6) and Section 21.02.070(p)(3), we respectfully request approval of the annexation, zoning request and Simple Subdivision.

11. Limitations/Restrictions

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

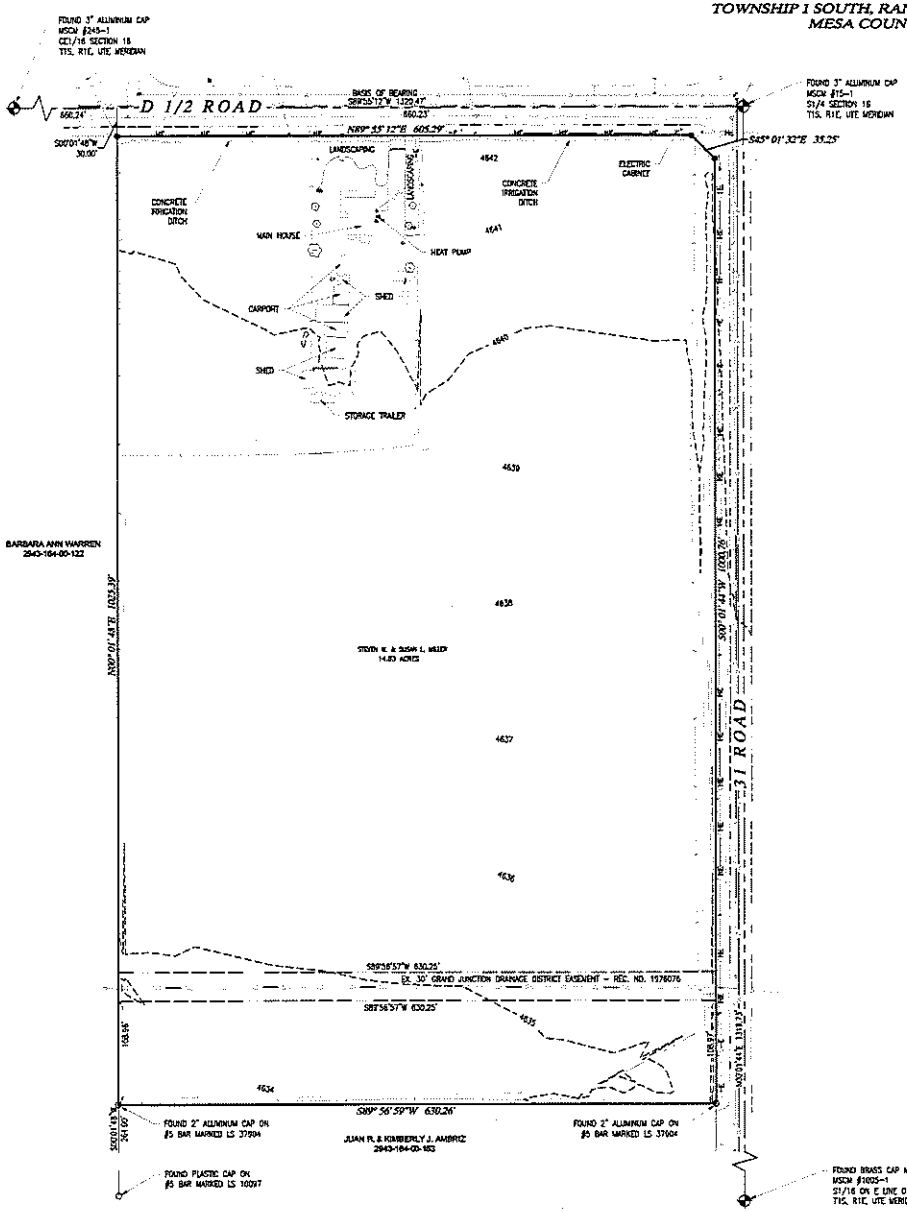
The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it

becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

IMPROVEMENT SURVEY PLAT

SITUATED IN THE NE1/4SE1/4 OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, MESA COUNTY, COLORADO



LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- ADJOINING PROPERTY LINE
- EASEMENT
- EXISTING EDGE OF ASPHALT
- EXISTING EDGE OF CONCRETE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING OVERHEAD POWER
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING FENCE
- SANITARY SEWER MH
- WATER VALVE
- STORM DRAIN MH
- FIRE HYDRANT
- GAS METER
- WATER METER
- ELECTRIC METER
- WATER SPIGOT
- POWER POLE
- SIGNS AND DELINEATORS
- TELEPHONE PEDESTAL
- TREES
- FOUND MESA COUNTY SURVEY MONUMENT
- FOUND MONUMENT AS NOTED
- SET 2" ALUMINUM CAP ON #5 BAR MARKED "VORTEX ENGINEERING - LS 38464"

N

SCALE IN FEET

60 30 0 60 120

1" = 60'

LINEAL UNITS = U.S. SURVEY FEET

BOUNDARY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NE1/4SE1/4 OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST, UTE MERIDIAN, MESA COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE C1/4 OF SECTION 16, FROM WHICH THE C1/16 CORNER BEARS S89°55'12"W 1320.47 FEET; THENCE ALONG SAID C1/16 LINE S89°55'12"W 660.23 FEET; THENCE S00°01'18"W 30.00 TO THE SOUTH RIGHT-OF-WAY LINE OF D 1/2 ROAD AND THE POINT OF BEGINNING.

RUNNING THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF D 1/2 ROAD N89°55'12"E 605.29 FEET; THENCE S45°01'32"E 35.25 FEET TO THE WEST RIGHT-OF-WAY LINE OF 31 ROAD; THENCE ALONG WEST RIGHT-OF-WAY LINE OF 31 ROAD S00°01'48"E 1025.39 FEET; THENCE S89°58'57"W 630.26 FEET; THENCE N00°01'48"E 1025.39 FEET TO THE SOUTH RIGHT-OF-WAY OF D 1/2 ROAD AND THE POINT OF BEGINNING.

PARCEL CONTAINS 14.83 ACRES, MORE OR LESS.

NOTES:

1. BASIS OF BEARING USING THE MESA COUNTY REAL TIME VIRTUAL REFERENCE NETWORK, A BEARING AND DISTANCE OF S89°55'12"W AND 1320.47 FEET BETWEEN A FOUND 3" ALUMINUM CAP MONUMENT MARKING THE E1/4 CORNER OF SECTION 16 (MCSM #15-1) AND A FOUND 3" ALUMINUM CAP MONUMENT MARKING THE C1/16 CORNER OF SECTION 16 (MCSM #245-1).
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.
3. TITLE INFORMATION PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. G1M55538.3KM, DATED APRIL 4, 2019.

SURVEYOR'S CERTIFICATE

I, ALEXANDRE G. LINDSTROM, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME, IT IS BASED UPON MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF ACCORDING TO APPLICABLE STANDARDS OF PRACTICE. THIS IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

FOR REVIEW

STEVEN W. & SUSAN L. MILLER

LOCATED IN THE NE1/4SE1/4 of Section 16, T1S, R1E, U.M. Mesa County, CO

VORTEX ENGINEERING, INC.

2394 Patterson Road, Suite 201
Grand Junction, CO 81505
Phone: (970) 245-8301
Fax: (970) 245-7639

FIELDWORK: ABL	DRAWING:MILLER IMPROVE PLAT.DWG	DATE:
DRAWN BY: ABL	JOB NUMBER: P18-082	SHEET 1 OF 1

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Steven W. Miller and Susan L. Miller, am the owner of the following real property:

(b) 3095 D 1/2 Road, Grand Junction, CO 81504

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

◉ I am the sole owner of the property.

○ I own the property with other(s). The other owners of the property are (c):

I have reviewed the application for the (d) Annexation and Simple Subdivision pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) N/A

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: Steve W. Miller Susan L Miller

Printed name of owner: Steven W. Miller and Susan L. Miller

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 8th day of April, 2019

by Steven W. Miller and Susan L. Miller

Witness my hand and seal.

My Notary Commission expires on June 19, 2021

JENNIFER CHRISTENSEN
Notary Public – State of Colorado
Notary ID 20024020423
My Commission Expires Jun 19, 2021

Jennifer Christensen
Notary Public Signature

Recorded at.....o'clock.....M.,.....
Reception No.....Recorder.

BOOK 1781 PAGE 675

1538550 01:51 PM 03/29/90
E.SAWYER, CLK&REC MESA COUNTY CO
DOC $ 7.50

BETTY J. HOLMES

whose address is
603 LAWRENCE
County of MESA , State of

COLORADO , for the consideration of
SEVENTY-FIVE THOUSAND AND NO/100——($75,000.00)
dollars, in hand paid, hereby sell(s) and convey(s) to

STEVEN W. MILLER AND SUSAN L. MILLER, AS JOINT TENANTS

whose legal address is 3095 D.5 ROAD, GRAND JUNCTION , County of

MESA , and State of COLORADO the following real property in the

County of MESA , and State of Colorado, to wit:

THE NORTH 16 ACRES OF THE E 1/2 NE 1/4 SE 1/4 OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, MESA COUNTY, COLORADO

also known as street and number 3095 D.5 ROAD, GRAND JUNCTION, COLORADO 81504

with all its appurtenances, and warrant (s) the title to the same, subject to 1990 TAXES DUE AND PAYABLE IN 1991 AND SUBSEQUENT YEARS; EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD IF ANY.

Signed this 27TH day of MARCH , 19 90

Betty J. Holmes By Peter Bredemeier

BETTY J. HOLMES BY PETER BREDEMEIER
ATTORNEY IN FACT

STATE OF COLORADO }
SAID County of MESA } ss.

The foregoing instrument was acknowledged before me this 27TH day of MARCH , 19 90 , by PETER BREDEMEIER ATTORNEY IN FACT FOR BETTY J. HOLMES

My commission expires 3/25/91
Witness my hand and official seal.

LAURA M. GREEN NOTARY PUBLIC STATE OF COLORADO

Laura M. Green
Notary Public

WARRANTY DEED — SHORT FORM

An 2 .19

MILLER ANNEXATION
PETITION FOR ANNEXATION

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

GENERAL LOCATION: 3095 D 1/2 Road
Tax ID # 2943-164-00-056

PROPERTY DESCRIPTION

A parcel of land situated within Mesa County, Colorado, recorded in Book 1781 at Page 675 in the official records of Mesa County, Colorado, and more particularly described as follows:

The North 16 acres of the E ½ NE ¼ SE ¼ of Section 16, Township 1 South, Range 1 East of the Ute Meridian, Mesa County, Colorado

This foregoing description describes the parcel; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Miller Annexation."

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

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

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

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

Steven W. & Susan L. Miller	3095 D 1/2 Road, Grand Junction, CO 81504
NAME	**ADDRESS**
Steven W. Miller Susan L Miller	4-26-19
SIGNATURE	DATE
Steven W. Miller Susan L. Miller	
Printed name of signatory	

STATE OF COLORADO

SS **AFFIDAVIT**

COUNTY OF MESA

Steve W. & Susan L. Miller, of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

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

Steve W. Miller Susan L Miller

Subscribed and sworn to before me this 26th day of April, 2019.

Witness my hand and official seal.

Jennifer Christensen
Notary Public

JENNIFER CHRISTENSEN
Notary Public – State of Colorado
Notary ID 20024020423
My Commission Expires Jun 19, 2021

2394 Patterson Rd, Ste 201, Grand Junction, CO 81505
Address

My commission expires: June 19, 2021

February 20, 2019

City of Grand Junction
Tom Dixon, City Planner
Community Development Dept.
250 N 5th Street
Grand Junction, CO 81501

Neighborhood Meeting
RE: Miller Annex/SS – 3095 D ½ Rd
Date: Tuesday, February 19, 2019
Time: 5:30 – 6:30 pm
Location: Pear Park Elementary School

Dear Mr. Dixon,

A Neighborhood Meeting was held on February 19, 2019 in accordance with Section 21.02.080(e), Neighborhood Meeting of the Grand Junction Municipal Code, for the above referenced project. The meeting was called to order at 5:30 pm with Ms. Lisa Cox of Vortex Engineering, Inc., presenting an overview of the annexation and simple subdivision request.

Ms. Cox explained that the applicant would like to annex their property into the City of Grand Junction and subdivide the subject property into two lots. The applicant is requesting C-1, Light Commercial, zoning for the northeast corner of the property, and R8, Residential 8 units per acre zoning for the rest of the property. Ms. Cox noted that the Comprehensive Plan showed the property as Village Center Mixed Use on the Future Land Use map and that the proposed zoning implements the Comprehensive Plan and sets the stage for the type of development that is anticipated by the Plan.

During the meeting, Ms. Cox explained that there were several opportunities for citizen input and comments on the proposed development application, including the following:

1. Written comments could be submitted during the Neighborhood Meeting.
2. After the application was submitted, comments could be sent to the City.
3. Comments can be made during Planning Commission and City Council public hearings.

The meeting was attended by eleven citizens with several questions asked and comments made. Information about the City's review process was addressed by Mr. Dixon, City Planner with the City's Community Development Department. The following is a synopsis of the primary issues and questions posed by the meeting attendees.

1. Questions about subdivision of the property
2. Will there be irrigation water?
3. What will happen with the existing irrigation water/will the ditch be piped?
4. Traffic on D ½ Road has a lot of speeding
5. What is the timeline for development?
6. How long will it take to develop?

7. Will the existing house be removed?
8. Did the City approach the Millers about annexing into the City?

Ms. Cox addressed the citizen's questions with additional information and noted that property owners located within 500' of the site would be notified by mail when the application was received by the City.

With no further questions, Ms. Cox thanked those who attended and called the meeting to a close at 6:20 pm.

Four citizens left written comments which have been attached to this letter to be included in the official record. Upon your review of the meeting notes, should you have any questions or amendments, please do not hesitate to contact me at 970-245-9051.

Sincerely,

Robert W. Jones II, P.E.
Vortex Engineering & Architecture, Inc.

cc: File
Four written citizen comment sheets

Comment Sheet
Miller Annexation and Simple Subdivision
Neighborhood Meeting
Tuesday, February 19, 2019

2/19/19

Strong arm tactics are not appreciated to get the individual home owner to go along w/ development.
A Elliott

Be kind to the new participants, their pockets won't be as deep as the developers.

Bob Wallace 970-417-6943
423 ALAMO ST

IRRIGATION —

Comment Sheet
Miller Annexation and Simple Subdivision
Neighborhood Meeting
Tuesday, February 19, 2019

Meadow - Irrigation? Piped from canal - to - Will it be piped — Between canal and D's piped and will not carry enough water for Meadow valer

Comment Sheet
Miller Annexation and Simple Subdivision
Neighborhood Meeting
Tuesday, February 19, 2019

My concern is the fear of increased traffic on 31 Rd & possibility of a lower speed limit (hopefully enforced) on 31 Rd

Comment Sheet
Miller Annexation and Simple Subdivision
Neighborhood Meeting
Tuesday, February 19, 2019

I ~~Be~~ live in Meadowvale Subdivision:
Concern: our main supply of irrigation water to our pump house that supplies our whole neighborhood runs right down 31 Road from D1/2 along the property being annexed. What will happen with our water rights and irrigation?

Shannon Bean - 201-6692
HOA Board member for
Meadowvale Subdivision.

Miller Annexation and Simple Subdivision
Neighborhood Meeting Sign In-Sheet
Tuesday, February 19, 2019

	Full Name (Printed)	Address	City	Zip
1	Shannon Bean	3078 1/2 Sandpiper Ave	GJ	81504
2	Jennifer Christensen	2394 Patterson Rd	GJ	81501
3	Bob + Sandy Wallace	423 Alamo St.	GJ	81504
4	Lisa Cox	2394 Patterson Rd, Ste. 201	GJ	81505
5	Joy Boyce	3098 Co. Ave	GJ	81504
6	Tom Dixon	City of Grand Jct.	GJ	
7	Ron Eichhorn	444 Pear Lane GJ	GJ	81504
8	MARK EDSTROM	3086 D 1/2 Rd	GJ	81504
9	Wendy Massey	3096 D 1/2	GJ	81504
10	Brian Holtz	944 Pioneer Drive	Fruita	81521
11	BILLY MYERS	455 31 RD	GR JCT	81504
12	Merritt Sixbey	2339 Promontory Court	Grand Jct	81507
13	AC Elliott	3082 D 1/2 Rd	GJ	81504
14				
15				

MESA COUNTY CERTIFICATE OF TAXES DUE

Account Number R043607
Parcel 294316400056

Certificate Number 75552
Acres 14.840
Order Number
Vendor ID

Assessed To
MILLER STEVEN W
3095 D 1/2 RD
GRAND JUNCTION, CO 81504-2590

VORTEX ENGINEERING INC
2394 F RD STE 201 GRAND JUNCTION CO 81505

Legal Description
N 16A E2NE4SE4 SEC 16 1S 1E EXC ROAD ROW AS DESC IN B-5061 P-767 & EXC ROAD ROW AS DESC IN B-5262 P-921 & EXC 30FT ROAD ROW ON E PER ROAD B-1 P-60 MESA CO RECDS - 14.84AC

Situs Address
3095 D 1/2 RD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2018	$1,078.76	$0.00	$0.00	($539.38)	$539.38
Total Tax Charge					$539.38
First Half Due as of 03/26/2019					**$0.00**
Second Half Due as of 03/26/2019					**$539.38**

Tax Billed at 2018 Rates for Tax Area 15612 - 15612

Authority	Mill Levy	Amount
CLIFTON FIRE PROTECTION	11.5520000	$166.35
COLORADO RIVER WATER CONSER	0.2560000	$3.69
GRAND RIVER MOSQUITO CONTRO	1.4520000	$20.91
GRAND VALLEY DRAINAGE DISTR	1.8600000	$26.78
LIBRARY DISTRICT	3.0590000	$44.05
MESA COUNTY	11.9140000*	$171.55
COUNTY ROAD & BRIDGE-FULL L	0.4430000	$6.38
SCHOOL DIST #51 GEN	29.5730000	$425.85
SCHOOL DIST# 51 BOND	10.3380000	$148.86
SCHOOL DIST# 51 2017 OVERRI	3.8570000	$55.54
UPPER GRAND VALLEY PEST	0.1110000	$1.60
UTE WATER CONSERVANCY	0.5000000	$7.20
Taxes Billed 2018	74.9150000	$1,078.76

* Credit Levy

Values	Actual	Assessed
IRRIGATED LAND - AG	$18,000	$5,220
GRAZING LAND - AG	$10	$10
FARM/RANCH - IMP	$123,550	$8,900
FARM/RANCH SUPPORT BLDG	$930	$270
Total	$142,490	$14,400

All tax lien sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's office will need to be contacted prior to remittance after the following dates: Personal Property and Mobile Homes, Real Property - September 1. Tax lien sale redemption amounts must be paid by cash or cashiers check.

Special taxing districts and the boundaries of such districts may be on file with the board of County Commissioners, the County Clerk, or the County Assessor.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

MESA COUNTY CERTIFICATE OF TAXES DUE

MESA COUNTY TREASURER, SHEILA REINER

Mesa County Treasurer
PO Box 20000
544 Rood Ave
Grand Junction CO 81502-5027

Exhibit 3

Site Plan – Proposed Zoning

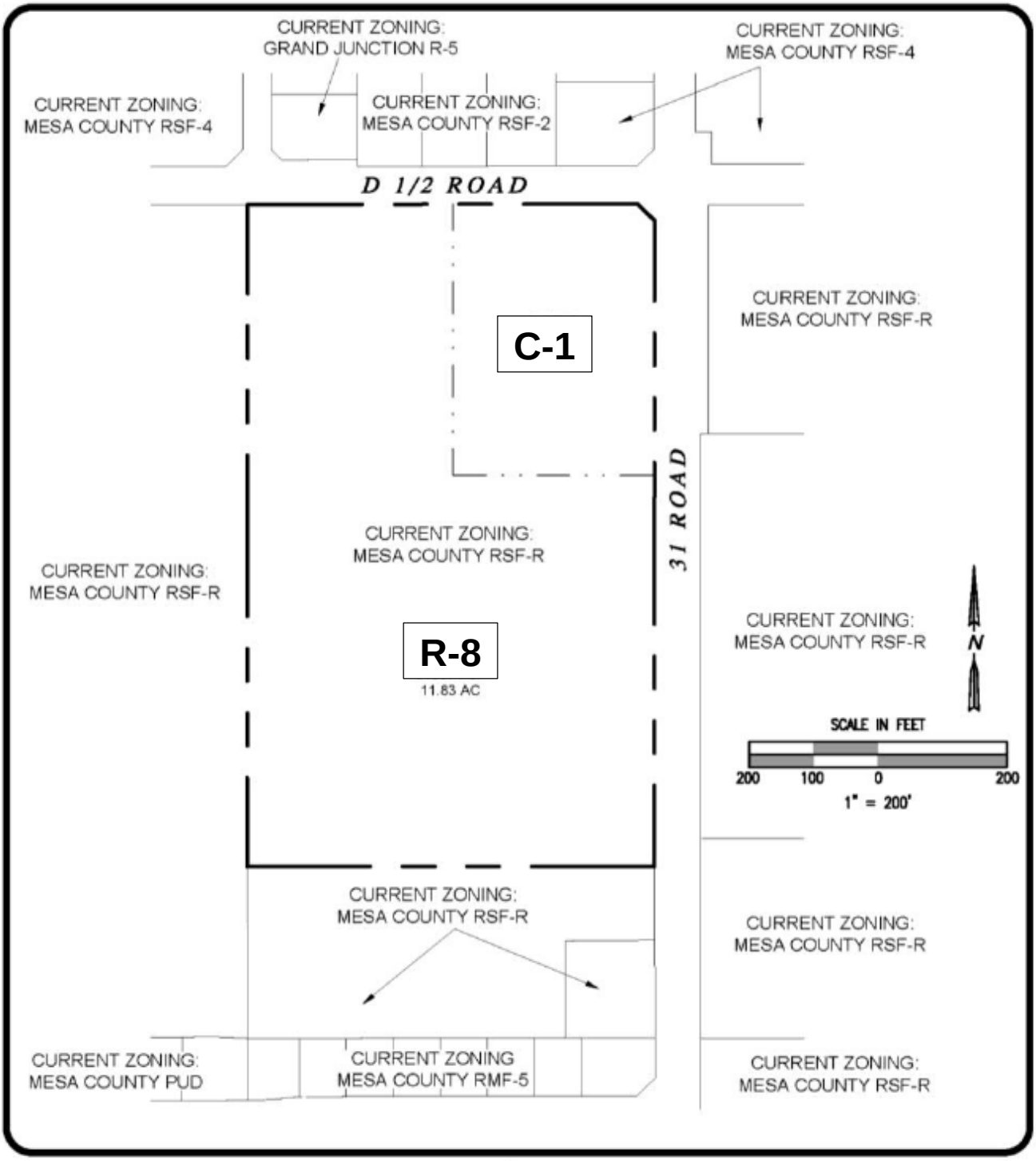
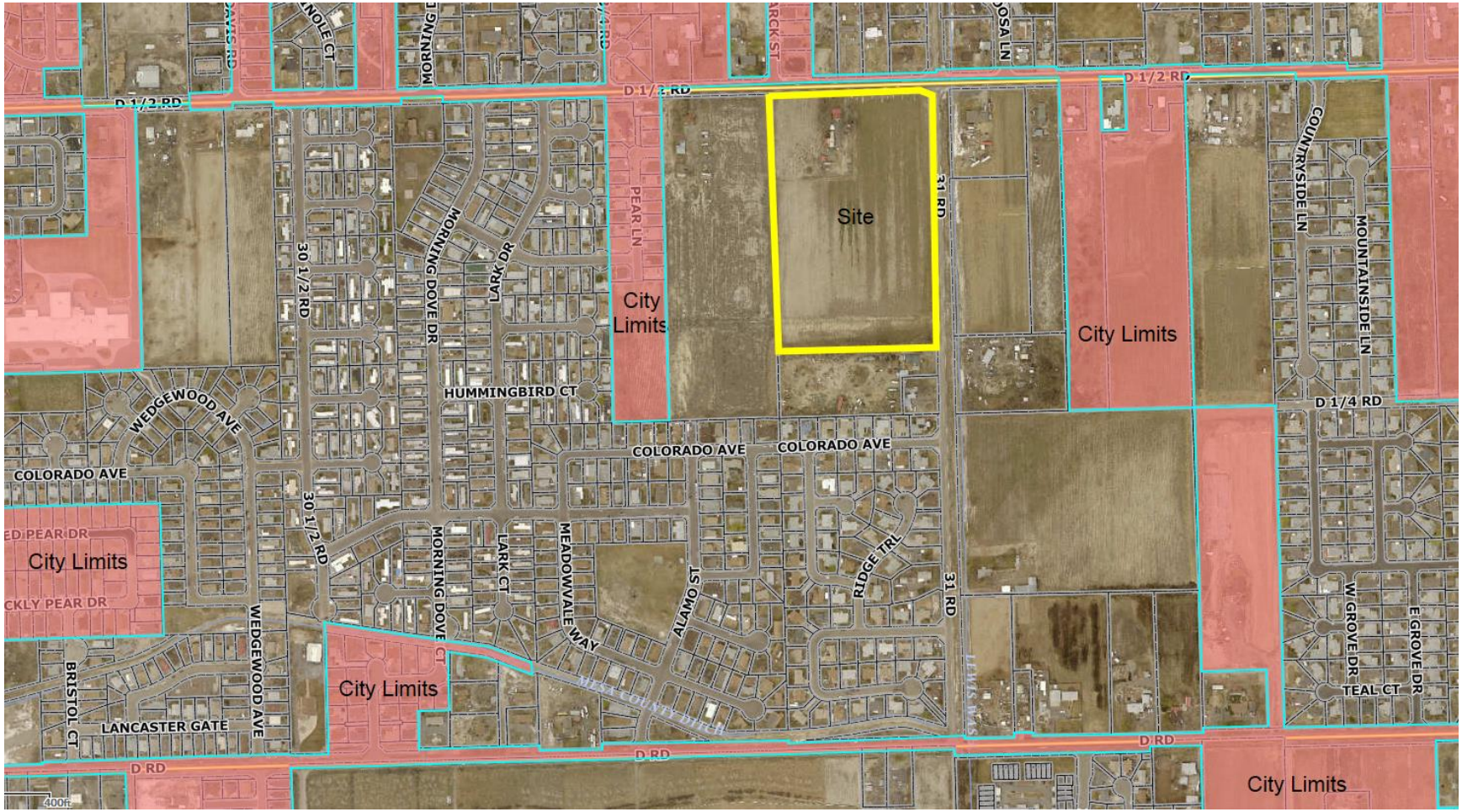
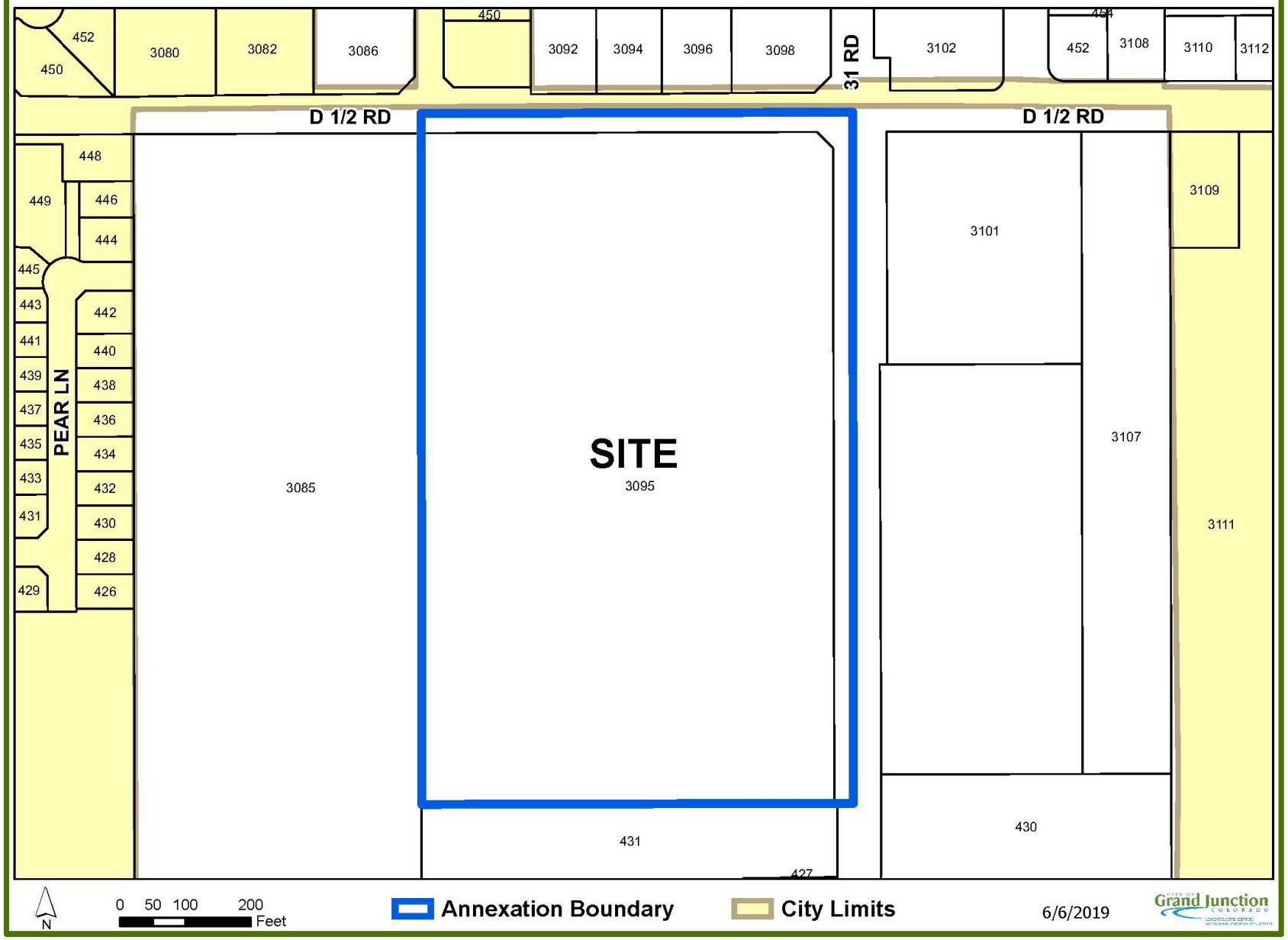


Exhibit 4

Two Ponies Annexation - Expanded City Limits Location Map



Two Ponies Annexation



Two Ponies Annexation

N

0 50 100 200 Feet

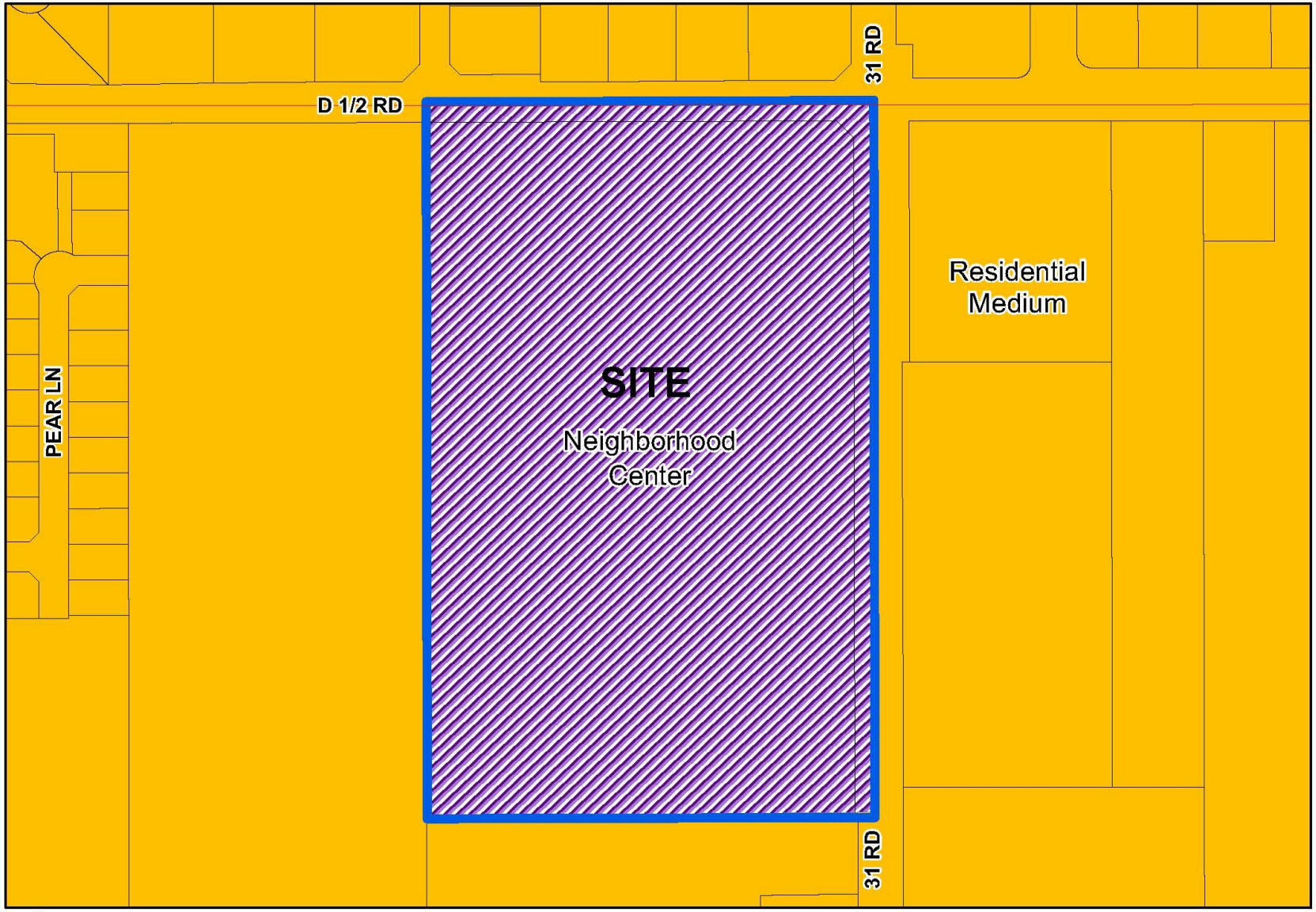
Annexation Boundary

City Limits

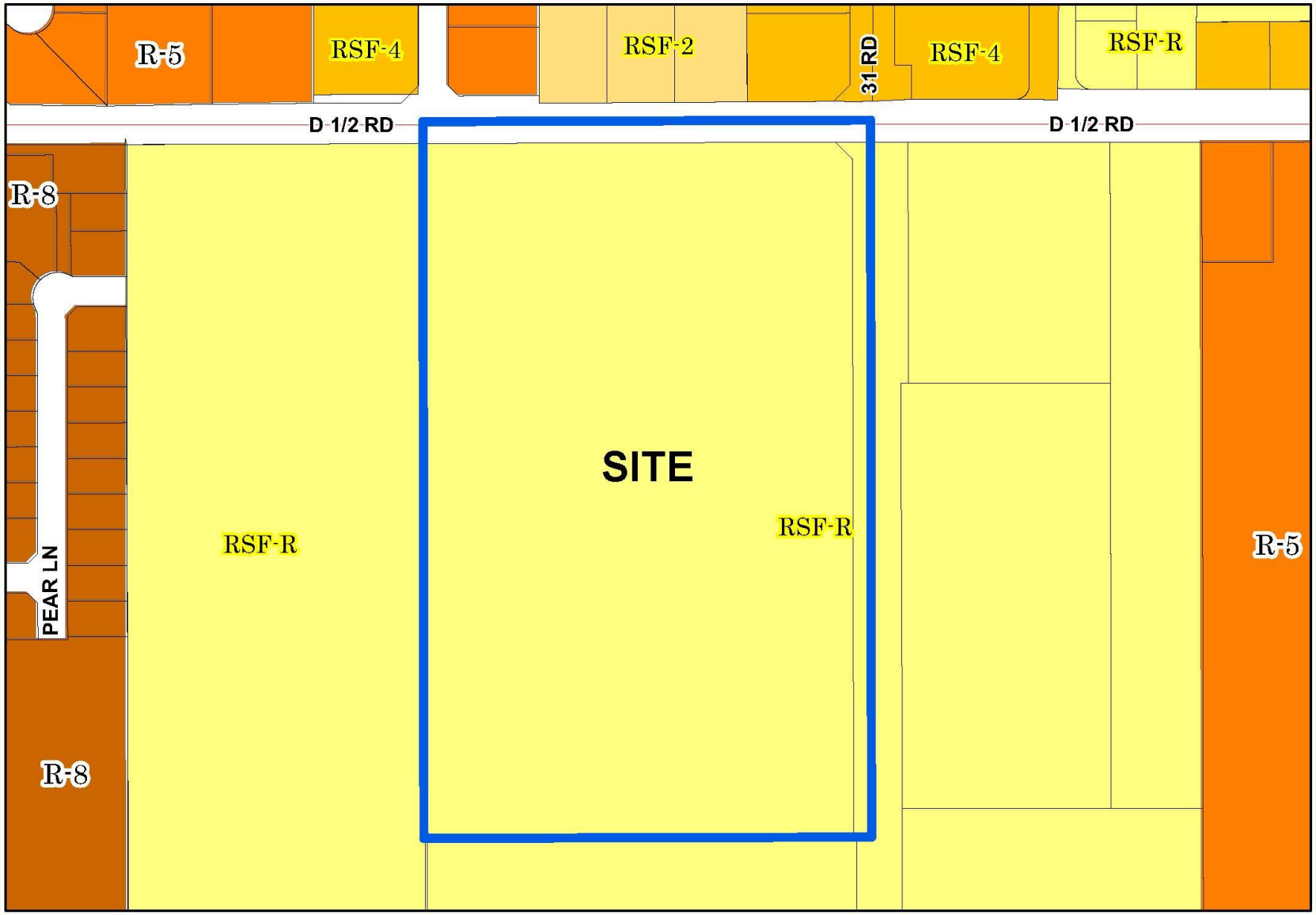
6/6/2019

Grand Junction COLORADO

Two Ponies Annexation - Future Land Use

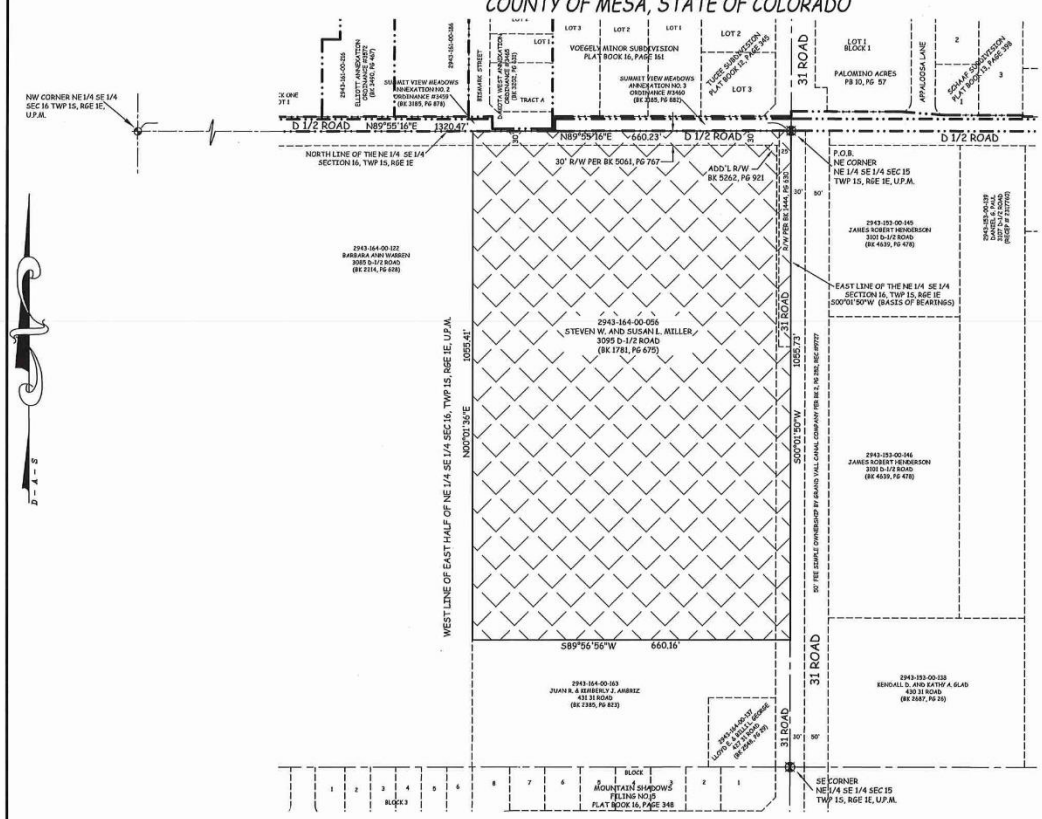


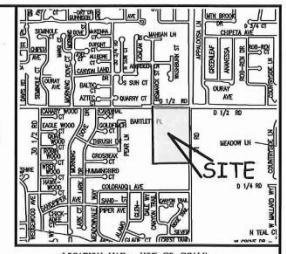
Two Ponies Annexation - Zoning



TWO PONIES ANNEXATION

LYING IN THE NE 1/4 SE 1/4 OF SECTION 16 , TOWNSHIP 1 SOUTH, RANGE 1 EAST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO





LOCATION MAP: NOT-TO-SCALE

DESCRIPTION

A certain parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, Township 1 South, Range 1 East of the Ute Principal Meridian, being more particularly described as follows:

BEGINNING at the Northeast corner of the NE 1/4 SE 1/4 of said Section 16 and assuming the East line of the NE 1/4 SE 1/4 of said Section 16 bears S 00°01'50" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 00°01'50" W, along the East line of the NE 1/4 SE 1/4 of said Section 16, a distance of 1055.73 feet; thence S 89°56'56" W, along the South line of that certain parcel of land described in Book 1781, Page 675, Public Records of Mesa County, Colorado, a distance of 660.16 feet; thence N 00°01'36" E, along the West line of the East Half of the NE 1/4 SE 1/4 of said Section 16, a distance of 1055.41 feet, more or less, to a point on the North line of the NE 1/4 SE 1/4 of said Section 16; thence N 89°55'16" E, along said North line, a distance of 660.23 feet, more or less, to the Point of Beginning.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.P.M.	UTE PRINCIPAL MERIDIAN
NO.	NUMBER
SQ. FT.	SQUARE FEET
Δ=	CENTRAL ANGLE
RAD	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CHB	CHORD BEARING
BLK	BLOCK
PB	PLAT BOOK
BK	BOOK
PG	PAGE

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

AREA OF ANNEXATION

ANNEXATION PERIMETER	3,431.53 FT.
CONTIGUOUS PERIMETER	693.23 FT.
AREA IN SQUARE FEET	698,884***
AREA IN ACRES	16.00

***(30,246 SQ. FT OR 0.69 ACRES LIES IN 31 RD AND D-1/2 RD R/W)

LEGEND

ANNEXATION BOUNDARY
EXISTING CITY LIMITS

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LINEAL UNITS USED HEREIN U.S. SURVEY FOOT, AS ESTABLISHED

ORDINANCE NO.
????

EFFECTIVE DATE
?????

THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY

PETER T. KRICK, PLS No. 32824
Professional Land Surveyor for the City of Grand Junction

DATE: _____

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR No. 32824

Notice:
According to Colorado law you must commence any legal action based upon any 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.

DRAWN BY P.T.K.	DATE 05-24-2019	SCALE 1" = 100'	CITY OF Grand Junction COLORADO
DESIGNED BY	DATE		
CHECKED BY P.T.K.	DATE		
APPROVED BY	DATE		

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

TWO PONIES ANNEXATION

TWO PONIES ANNEXATION – PHOTOS

View of property from D ½ Road looking south

View of property from 31 Road looking west

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING THE TWO PONIES ANNEXATION TO C-1 (Light Commercial) AND R-8 (RESIDENTIAL – 8 DU/AC)

LOCATED AT 3095 D ½ ROAD

Recitals

The property owners have requested annexation of the 16-acre property into the City limits in anticipation of future residential subdivision development

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the Two Ponies Annexation to the C-1 (Light Commercial) and R-8 (Residential – 8 du/ac) zone district respectfully, finding that they conform with the Neighborhood Center Mixed Use as shown on the Future Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the C-1 (Light Commercial) and R-8 (Residential – 8 du/ac) zone districts are in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The following land shall be zoned C-1 (Light Commercial):

Two Ponies Subdivision, Lot 2

A parcel of land situated in the NE1/4SE1/4 of Section 16, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado, described as:

Commencing at the E1/4 corner of Section 16, from which the CE1/16 corner of Section 16 bears S89°55'12"W 1320.47 feet, running thence along the east-west center of section line S89°55'12"W 333.87 feet, thence S00°04'48"E 40.00 feet to the south right-of-way line of D ½ Road and the Point of Beginning;

Running thence along the south right-of-way line of D ½ Road N89°55'12"E 288.87 feet; thence S45°01'32"E 21.12 feet; thence S00°01'44"W 416.20 feet; thence S89°55'12"W 303.83 feet; thence N00°01'48"E 431.15 feet to the south right-of-way line of D ½ Road and the Point of Beginning.

Parcel contains 3.00 acres.

<u>The following land shall be zoned R-8 (Residential – 8 du/ac):</u>

Two Ponies Subdivision, Lot 1

A parcel of land situated in the NE1/4SE1/4 of Section 16, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado, described as:

Commencing at the E1/4 corner of Section 16, from which the CE1/16 corner of Section 16 bears S89°55'12"W 1320.47 feet, running thence along the east-west center of section line S89°55'12"W 660.29 feet, thence S00°04'48"E 40.00 feet to the south right-of-way line of D ½ Road and the Point of Beginning;

Running thence along the south right-of-way line of D ½ Road N89°55'12"E 326.42 feet; thence S00°01'48"W 431.15 feet; thence N89°55'12"E 303.83 feet to the west right-of-way line of 31 Road; thence along said west right-of-way line S00°01'44"W 584.56 feet; thence S89°56'59"W 630.26 feet; thence N00°01'48"E 1015.39 feet to the south right-of-way line of D ½ Road and the Point of Beginning.

Parcel contains 11.69 acres., as described hereon. See Exhibit A.

INTRODUCED on first reading this 7th day of August, 2019 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

_____
President of the Council

_____
City Clerk

Exhibit A

D 1/2 ROAD
40' RIGHT-OF-WAY
D 1/2 ROAD
S89°55'12"W 1320.47'
60.18'
326.42'
333.87'
N89°55'12"E 326.42'
40'
N89°55'12"E 288.87'
S00°04'48"E
40.00'
S00°04'48"E
40.00'
POINT OF COMMENCEMENT
POINT OF BEGINNING
LOT 1
POINT OF BEGINNING
LOT 2
S45°01'32"E 21.12'
S00°01'44"W 416.20'
N00°01'48"E 431.15'
LOT 2
130882 SF
3.00 AC
C-1 Zone
District
3 acres
31 ROAD
S89°55'12"W 303.83'
N00°01'48"E 1015.39'
30'
R-8 Zone
District
11.69 Acres
30' RIGHT-OF-WAY
31 ROAD
S00°01'44"W 584.56'
LOT 1
509053 SF
11.69 AC
N00°01'44"E 1319.73'
T1S, R1E, UTE
S89°56'59"W 630.26'
N

Grand Junction City Council

Regular Session

Item #2.b.ii.

Meeting Date: August 7, 2019

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Consider a Request by Gato Development, LLC to Zone 5.72 Acres from County RMF-8 (Residential Multi Family – 8 du/ac) to City R-8 (Residential – 8 du/ac) for the Townhomes at River Park Annexation, Located at 3178 D Road

RECOMMENDATION:

The Planning Commission heard this item at their July 23, 2019 meeting and made a recommendation of approval, 7-0.

EXECUTIVE SUMMARY:

The Applicant, Gato Development LLC, is requesting a zone of annexation to R-8 (Residential – 8 du/ac) for the Townhomes at River Park Annexation. The 5.72-acre property consisting of two parcels is located at the northwest corner of D Road and Roberts Road. The Applicant is requesting annexation into the City limits consistent with the requirements of the Persigo Agreement between Mesa County and the City of Grand Junction in order to develop a townhome residential subdivision. The Comprehensive Plan Future Land Use Map designates this property as Residential Medium High (8 – 16 du/ac) and this request conforms with this designation. The request for annexation will be considered separately by the City Council.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND
The Applicant, Gato Development, LLC, has requested annexation of land into the City limits, located at 3178 D Road, in anticipation of future townhome residential development. The property to be zoned consists of two parcels of land and is

approximately 5.72 acres in size. The two parcels are currently vacant. The Applicant is requesting a zone of annexation to R-8 (Residential – 8 du/ac).

Both parcels of land are currently in the County and retain a County zoning of RMF-8 (Residential Multi Family – 8 dwelling units per acre) and surrounding properties east and north are zoned RMF-8, County Residential PUD to the west, and commercial PUD in the County and C-2 in the City south, across D Road. The subject property has a Future Land Use designation of Residential Medium (4 – 8 du/ac). The Applicant's proposed zoning designation of R-8 meets with the intent of the Future Land Use Map achieving the desired density for the property and is equivalent to the current Mesa County zoning of RMF-8.

See the attached map exhibits for additional information.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on April 26, 2018 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's and City staff were in attendance along with seven citizens. Comments and concerns expressed by the attendees centered on subdivision of the property with general approval and positive feedback and the need to clean up the property.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on June 6, 2018. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 12, 2019. The notice of this public hearing was published July 16, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.140 (a) and includes that the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

(1) Subsequent events have invalidated the original premises and findings; and/or

The property owners have petitioned for annexation into the City limits with a requested zoning district of R-8 (Residential 8 units/acre). Since the property is currently in the County, the annexation of the property is a subsequent event that will invalidated the original premise; the property can no longer have a county zoning designation. Therefore, Staff has found this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The adopted Comprehensive Plan designated this property with a Future Land Use designation of Residential Medium (4 – 8 du/ac). The character and/or condition of the area was mostly urbanized prior to the adoption of the 2010 Comprehensive Plan, although it has continued to urbanize with the expansion of the Midlands Villages residential development to the west of the subject property, the development of the Pipe Trades Commercial Subdivision, and D Road Commercial Subdivision located on the south side of D Road. The subject property is currently an infill site, part of the urbanization going on around it. Therefore, Staff finds that this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Water and sewer services are available to this property in D Road. This property is within the Clifton Water District service area. A ¾ -inch water line services the property. An 8-inch line terminates at the southern property boundary on Monument View Drive. The property is currently within the Persigo 201 Sewer Service Area and the Persigo wastewater treatment plant has sufficient capacity to accommodate this development. The property can also be served by Xcel Energy natural gas and electric.

A short distance away is Rocky Mountain Elementary. To the north along 32 Road (Hwy 141) are commercial retail centers that includes offices, convenience stores and gas islands, restaurants, commercial businesses and a grocery store in the Clifton commercial core.

Grand Junction Fire Department finds the public and community facilities regarding fire and emergency medical services are adequate to serve the type and scope of the residential land use proposed. This property is currently in the Clifton Fire Protection District and fire and emergency medical response is provided from the Clifton Fire Station at 3254 F Road however, with Annexation, the property will be served by the Grand Junction Fire Department. Fire Station #4 at 2884 B ½ Road will provide the primary response to this area and Clifton Fire Protection District will continue to provide secondary response. Evaluation of fire and EMS incident data, shows no incidents at this location and the annexation and proposed development is not predicted to add substantially to the current fire and EMS incident load. However, response times to this area, including the proposed annexation, are longer than other areas due to the distance from existing fire stations. However, as a result of the recently passed First Responder tax, this area is slated to have a closer fire station constructed within the next 5 years.

On input provide by a number of utility and service providers, staff has found that public

and community facilities are adequate to serve the type of residential land use proposed and therefore, staff finds this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The property has a Comprehensive Plan Future Land Use Map designation of Residential Medium (4 – 8 du/ac). The property is currently vacant. The proposed zoning designation of R-8 meets with the intent of achieving the desired overall density for the property to be developed at the higher end of the Residential Medium designation. Citywide, fifteen (15) percent of existing property in the City limits with a R-8 zoning designation is vacant. The lack of supply for this zone type impedes the ability to provide a diverse supply of housing types; a key principle in the Comprehensive Plan. Staff finds that there is an inadequate supply of the requested zoning designations in the area and, therefore, has found this criterion to have been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Annexation and zoning of the property will create consistent land use jurisdiction within the City consistent with an Intergovernmental Agreement with the County. The requested zoning will also provide an opportunity for a variety of housing allowed by the R-8 zone district including single family detached, single family attached and multi-family residential land uses, all of which are consistent with the Comprehensive plan in this area to meet the needs of the growing community. This principle is supported and encouraged by the Comprehensive Plan and furthers the Plan's goal of promoting a diverse supply of housing types; a key Guiding Principle in the Comprehensive Plan. Therefore, Staff finds that this criterion has been met.

Section 21.02.160 (f) of the Grand Junction Zoning and Development Code provides that the zoning of an annexation area shall be consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. The proposed R-8 zone district is equal to the existing RSF-8 zone district of Mesa County. Though other zone districts could also be considered, as listed below, this zone district comports with the recommendations of the Plan's Future Land Use Map.

Other zone districts permitted within the Residential Medium Land Use designation and implement the Comprehensive Plan include:
• R-4
• R-5
• R-12

• R-16
• R-O

Further, the zoning request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy A: Land use decisions will be consistent with Future Land Use Map.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 5: To Provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

FINDINGS OF FACT
After reviewing the Townhomes at River Park Annexation, ANX-2019-295, for a Zone of Annexation from County RMF-8 (Residential Multi Family – 8 du/ac) to a City R-8 (Residential – 8 du/ac), the following findings of fact have been made:

1. In accordance with Section 21.02.140 (a) of the Zoning and Development Code, the request meets one or more of the rezone criteria.

2. In accordance with Section 21.02.160 (f) of the Zoning and Development Code, the request is consistent with the adopted Comprehensive Plan.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

SUGGESTED MOTION:

I move to introduce an ordinance zoning the Townhomes at River Park Annexation to R-8 (Residential – 8 du/ac), located at 3178 D Road and set a public hearing for August 21, 2019.

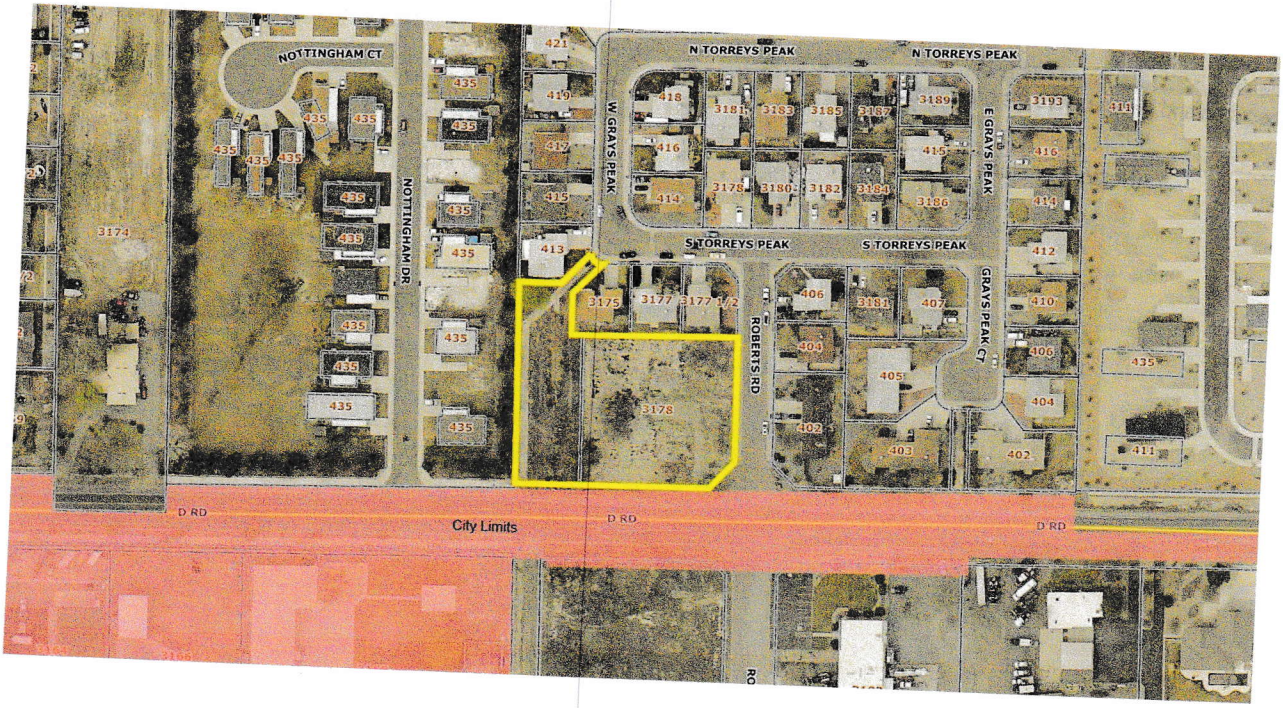
Attachments

1. Development Application dated 21 March 2018
2. Maps and Photos
3. Zoning Ordinance

DocuSign Envelope ID: 581627D6-0556-4B1E-A5C8-1A642B222FEB

EXHIBIT 1

Townhomes at River Park Annexation Map



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GATO Developments LLC
NAME

PO Box 3123, GJ, CO 81502
ADDRESS

Maria Cameron Taylor
SIGNATURE

5-16-19
DATE

MARIA CAMERON-TAYLOR
Print Name of Signatory

(Townhomes at River Park Annexation Petition)

State of Colorado County of Mesa
Subscribed and sworn before me on 5/16/19
(Date)

(Notary Signature)

SHANNON L HENDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124043475
MY COMMISSION EXPIRES 07/18/2020

DocuSign Envelope ID: 581627D6-0556-4B1E-A5C8-1A642B222FEB

STATE OF COLORADO

SS

AFFIDAVIT

COUNTY OF MESA

MARIA CAMERON-TAYLOR of lawful age, being first duly sworn, upon oath, deposes and says:

That he is the circulator of the forgoing petition:

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

Maria Cameron-Taylor.

Subscribed and sworn to before me this 16 day of MAY, 2019.

Witness my hand and official seal.

SHANNON L. HENDERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124043475
MY COMMISSION EXPIRES 07/19/2020

Notary Public

552 EASTBROOK ST Grand Junction, CO 81504
Address

My commission expires: July 19, 2020

DocuSign Envelope ID: 581627D6-0556-4B1E-A5C8-1A642B222FEB

TOWNHOMES AT RIVER PARK ANNEXATION
PETITION FOR ANNEXATION

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

GENERAL LOCATION: 3178 D Road
Tax ID # 2943-154-55-004 and #2943-154-57-019

LOT 2 WALCHER MINOR SUB SEC 15 1S 1E EXC THAT PT AS DESC IN B-2415 P-260 MESA CO RECDS - 0.72AC

AND

OUTLOT A BLK 2 The Peaks Sec 15 1S 1E

This foregoing description describes the parcels; the perimeter boundary description, for purposes of the Annexation Act, is shown on the attached "Perimeter Boundary Legal Description, Townhomes at River Park Annexation."

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

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

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

WHEREFORE, these petitioners pray that this petition be accepted and that the said annexation be approved and accepted by ordinance. These petitioners by his/her/their signature(s) acknowledge, understand and agree that if any development application concerning the property which is the subject hereof is denied, discontinued or disapproved, in whole or in part, that the annexation of the property to the City of Grand Junction shall proceed.

Kurtis Houston NAME	720 38.2 Rd. Palisade, CO 81526 ADDRESS
DocuSigned by: SIGNATURE	5/21/2019 DATE
Lisa M Houston NAME	720 38 2/10 Rd, Palisade CO 81526 ADDRESS
DocuSigned by: 3A6962B8B7E435... SIGNATURE	5/21/2019 DATE

Grand Junction
CITY OF COLORADO
PUBLIC WORKS & PLANNING

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Subdivision Plat/Plan - Major Preliminary/Final

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation	RMF 8	Existing Zoning	RMF 8
Proposed Land Use Designation	R-8	Proposed Zoning	R-8

Property Information

LOT 2 WATCHER SUBDIVISION MINOR.

Site Location:	3178 D. ROAD	Site Acreage:	.7 ACRE
Site Tax No(s):	2943-154-55004	Site Zoning:	RMF 8

Project Description: TO ANNEX AND REZONE FROM RMF8 TO RMF8. TOWNHOME UNITS

Property Owner Information		Applicant Information		Representative Information	
Name:	Kurtis Houston	Name:	MARIA CAMERON TAYLOR	Name:	TERRY LAWRENCE ROLAND CONSULT ENGINEERING
Street Address:	720 38 3/10 Rd	Street Address:	P.O BOX 3123	Street Address:	405 RIDGE BLVD GJ 81501 2912 NORTH AVE #2 81504
City/State/Zip:	Palisade CO 81526	City/State/Zip:	GJ, CO, 81502	City/State/Zip:	GRAND JUNCTION, CO 81504
Business Phone #:	970-245-6427	Business Phone #:	970 462-6528	Business Phone #:	970-243-8300 970-712-9982
E-Mail:	desertbloomhydro@yahoo	E-Mail:	MCAMERONTAYLOR@YAHOO.COM	E-Mail:	ERC@RCEGJ.COM LAWRENCETERRY29@gmail.com
Fax #:	970-245-3594	Fax #:	—	~~Fax #~~:	—
Contact Person:	Kurtis	Contact Person:	MARIA	Contact Person:	ERIC STEVEN TERRY LAWRENCE
Contact Phone #:	970-270-1918	Contact Phone #:	970 462-6528	Contact Phone #:	970-712-9982

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 required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application	Terry Lawrence	Date	3/20/18
Signature of Legal Property Owner	[illegible]	Date	3/21/18

Grace BUSINESS CONSULTING

5/18/18

REPORT CHECKLIST AND OUTLINE

GENERAL PROJECT REPORT

CHECKLIST

GENERAL PROJECT REPORT

Townhomes at River Park

A. Project Description:
   1. Location: 3178 D Road. NW corner of D Road and Robert's Road
   2. Project Size: 0.75 Acres
   3. Proposed Use: We are requesting annexation and final subdivision approval for R-8 zoning. To develop and build 2, 4-unit townhome buildings. 8 units total, each with 3 bedrooms, 2 bathrooms, and a single car garage. Quality and affordable units for sale in the community under 199K- In a surrounding area of R-4 to R-8 dwelling homes. Meets bulk requirement for R-8 zoning and use.
   4. The existing detention basin for The Peaks subdivision, located in Outlot A, Block 2, The Peaks, will be modified to include the stormwater detention requirements for this project and to bring the facility into current code requirements for water quality measures.

B. Public Benefit: This will be an infill project which will show benefit to the community, such as neighborhood beautification and creating affordable single family housing.

C. Neighborhood Meeting: A neighborhood meeting was held at Emmanuel Baptist Church (395 31 5/8 Road) at 5:30pm on the 26th of April, 2018. The meeting was well attended; all comments were positive. Developer has addressed several suggestions and incorporated changes into the plan.

D. Project Compliance, Compatibility, and Impact:
   1. This project will meet or exceed criteria designated in the City of Grand Junction zoning and development code. The project keeps with R-8 zoning and use.

      The following codes are addressed in this report and/or its attachments:

      Section 21.02.070 – Subdivision (Subdivision will be managed by HOA to ensure ongoing quality of improvements. This project will add to the beauty of the surrounding area by improving vacant land and creating green space. We are working closely with engineers to guarantee that this project will not create any undue risks for the occupants or surrounding area related to flood, fire, incorrect building placement, poor building procedures, etc).
      Section 21.02.140 – Zone of Annexation from County RMF-8 to City R-8 Zoning (Project will not create any undue strain on public facilities. Project will create quality housing for an affordable price).

Section 21.02.160 – Annexation

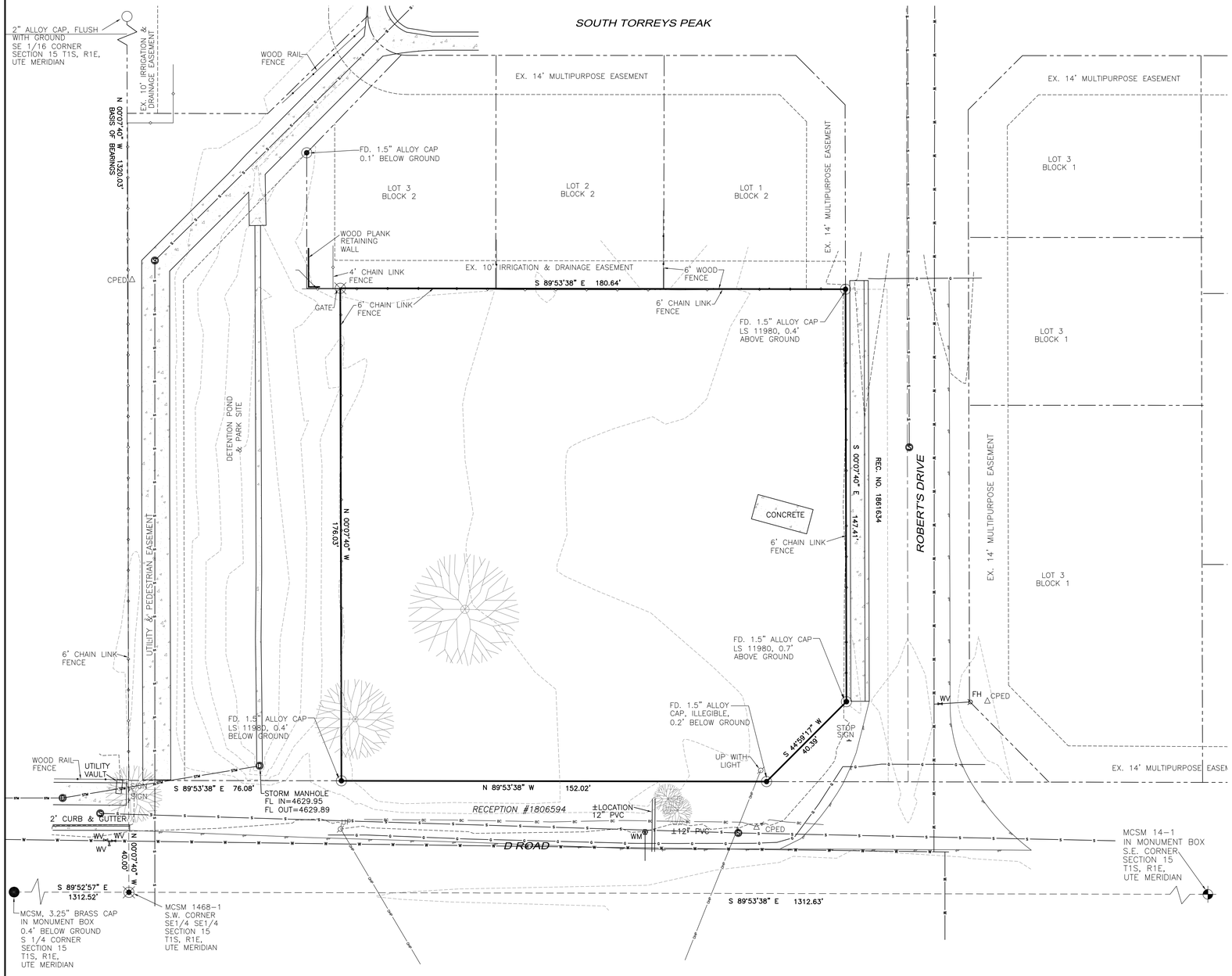
2. Surrounding area is existing R-4 and R-8 dwelling homes, single family and townhomes.
3. This project will create no additional burden for city or county streets. The subdivision will have internal private drive, which will be maintained by the HOA.
4. We request TCP credits to be used for D Road frontage detached sidewalk design and construction.
5. There is a fire hydrant located in front of the project on Robert's Road. The water and sewer services will be located within a public utility easement that will be created in the private drive. Gas and electric is available from Xcel Energy. Water is available from Clifton Water. Sanitary sewer is available from the City of Grand Junction. Irrigation water is available from Grand Valley Irrigation District.
6. Special Demands on utilities: None
7. There will be no adverse impact on area public safety services or facilities, i.e. fire, sanitation, public works, schools, or irrigation. Access will be from Robert's Road.
8. No subdivision signage will be utilized.
9. Soils reports are attached in project submittal.
10. Impact of project on site geology: None; drainage study has been done and addresses code requirements.

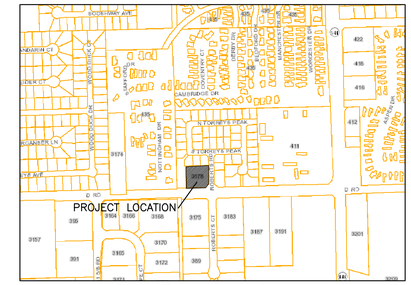
E. Our development schedule is to construct all improvements in one phase, at the time of subdivision application and construction drawings being approved by the City of Grand Junction staff.

COMMENTS:

IMPROVEMENT SURVEY PLAT

IN THE SE1/4 SE1/4 OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
OF THE UTE MERIDIAN, IN THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO





VICINITY MAP

LEGEND AND ABBREVIATIONS

- MESA COUNTY SURVEY MARKER
- SET 3/4" REBAR WITH 3 1/4" ALLOY CAP MARKED PER BLM STANDARDS FOR NW 1/16 CORNER LS-38075, 0.4' BELOW GROUND IN MONUMENT BOX
- FOUND 3 1/4" CAP LS-18480 IN MONUMENT BOX
- FOUND 2 1/2" CAP LS-22677
- FOUND 5/8" REBAR, & CAP LS-11980
- SET 5/8" REBAR & 2" ALLOY CAP MARKED LS-38075 0.2' ABOVE GROUND

REC. NO.	RECEPTION NUMBER
R	RANGE
R.O.W.	RIGHT-OF-WAY
RN	RECEPTION NUMBER
T	TOWNSHIIP
U.M.	UTE MERIDIAN
WM	WATER METER
FH	FIRE HYDRANT
WV	WATER VALVE
	SIGN (TYPE AS NOTED)
—W—	BURIED WATER LINE
—E—	BURIED ELECTRIC LINE
—G—	BURIED GAS LINE
—x—x—	FENCE LINE
—S—	BURIED SANITARY SEWER LINE
	EXISTING EDGE OF ASPHALT PAVEMENT
—OHP—	OVERHEAD POWER
	POWER POLE
	SANITARY SEWER MANHOLE

0' 20' 40' 60'

HORIZONTAL SCALE: 1" = 20'
ALL LINEAL UNITS ARE EXPRESSED AS U.S. SURVEY FEET
CONTOUR INTERVAL = 1'

SURVEYOR'S STATEMENT

I, Jodie L Grein, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the accompanying plat has been prepared by me and/or under my direct supervision and represents a field survey of the same. This statement is applicable only to the survey data represented hereon, and does not represent a warranty or opinion as to ownership, lien holders, or quality of title.

EXECUTED this _____ day of _____, 20____

COLORADO LICENSED JODIE L. GREIN 38075 PROFESSIONAL LAND SURVEYOR

_____
Jodie L. Grein
Professional Land
P.L.S. No. 38075

_____
Date

LAND SURVEY DEPOSIT NO. _____

DEP. BOOK _____ PAGE _____ FILING DATE: _____

NOTE: All utility locations shown hereon are approximate only. You must call Utility Notification Center of Colorado for utility location prior to any excavation.

NOTICE: According to Colorado law you must commence any legal action based upon any 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.

SUBJECT PROPERTY

Lot 2 of Walcher Minor Subdivision EXCEPT that parcel as conveyed in instrument recorded March 12, 1988 in Book 2415 at Page 260.

GENERAL NOTES

1. Basis of bearings derived from Mesa County Local Coordinate System and GPS observations. The bearing is N00°07'40"W for a distance of 1320.03 feet, located between a Mesa County Survey Marker for the East 1/16 Corner on the south line and a 2 1/2" Alloy cap for the for the Southeast Corner of Section 15, Township 1 South, Range 1 East, of the Ute Meridian.
2. Title information is from Mesa County Real Property Records, and the title policy by Abstract and Title Company of Mesa County, File No. 7860CEM, Effective Date February 14, 2018.

Rolland Consulting Engineers, LLC
405 Ridges Blvd. Suite A
Grand Junction, CO 81507
Voice: (970) 243-8300
Fax: (970) 241-1273
www.rcegj.com

IMPROVEMENT SURVEY PLAT
3178 D ROAD

FOR: GATO Developments, LLC

IN THE SE1/4 SE1/4 OF SECTION 15
TOWNSHIP 1 SOUTH RANGE 1 EAST OF THE UTE MERIDIAN
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

Drawn	Designed	Checked	Proj#	Rv:	Sheet
JLG	JLG	JAM	B8419		1

File Name: C:\PROJECTS\B8419\B8419SURVEY.DWG | Date 3/29/18 | Of 1

Grace
BUSINESS CONSULTING

April 27, 2018

Re: Neighborhood Meeting

Townhomes at River Park

3178 D. Rd

Grand Junction, CO

Property Owner: Kurtis and Lisa Houston

Developer: Maria Cameron-Taylor, Gato Development, LLC

Engineer: Jason Laible Rolland Consulting Engineers, LLC

Good afternoon,

Last night we held a neighborhood meeting to review the annexation, zoning and preliminary subdivision plan for the River Park Townhomes. We had a lot of positive feedback and the general consensus was everyone approved. Following the presentation, Larry Henry stated, "I think you guys have hit a home run."

In our presentation, we reviewed the features of the townhomes, surrounding common area, and the upgrades necessary for nearby drainage to meet both city and county standards.

Features are to include:

-3Bedroom/2Bath/Single Car Garage

-HOA responsible for insurance and main trash pick-up.

-Each has own water meter.

-Back patios with privacy 6ft vinyl fencing.

-Dumpsters enclosed with white vinyl fencing.

-Common area with picnic bench and BBQ.

-Upgrade drainage.

-To be annexed into the city of Grand Junciton.

*These units will be sold individually for 200K; they will not be rentals.

Many great questions, concerns and suggestions were voiced during the meeting. One of Mr. Henry's main concerns was the safety of the school age children in the area. Concerns included, it being overgrown around the lot, drainage system to be upgraded, heavy equipment traffic during construction, and general traffic once completed. We discussed these concerns and verified we would

Terry Lawrence (970)712-9982 2912 N. Ave. Ste. 2 Grand Junction, CO LawrenceTerry29@gmail.com

be landscaping the entire lot and upgrading the drainage system to meet all standards. Also, we decided to include a stop sign and an elevated speed bump at the main entrance. He requested the heavy equipment come in on D Rd and we agreed that was best. Also, he expressed concern about all the dirt that will be stirred up, and we assured him the county has very strict regulations we will adhere to.

With vertical construction anticipated within 12 months and project completion in 24, this property is in the process of being transformed into a nice addition to the community. "It was just a trash collector," added Joanne Wilcox, a resident at nearby Midland Village. Lori Bowers, our local city planner, showed her approval as well in saying, "It is a doable project perfect for the neighborhood."

Thank you,

Terry Lawrence

Development Consultant

Terry Lawrence (970)712-9982 2912 N. Ave. Ste. 2 Grand Junction, CO LawrenceTerry29@gmail.com

OWNERSHIP STATEMENT - NATURAL PERSON

I, (a) Kurtis Houston, am the owner of the following real property:

(b) 3178 D Road, Grand Junction, CO 81504
Lot 2 of Walcher Minor Subdivision EXCEPT that parcel as conveyed in instrument recorded March 12, 1998 in Book 2415 at Page 260.

A copy of the deed evidencing my interest in the property is attached. All documents, if any, conveying any interest in the property to someone else by the owner, are also attached.

○ I am the sole owner of the property.

☒ I own the property with other(s). The other owners of the property are (c):

Lisa M Houston

I have reviewed the application for the (d) _____ pertaining to the property.

I have the following knowledge and evidence concerning possible boundary conflicts between my property and the abutting property(ies): (e) None

I understand that I have a continuing duty to inform the City planner of any changes in interest, including ownership, easement, right-of-way, encroachment, lienholder and any other interest in the property.

I swear under penalty of perjury that the information contained in this Ownership Statement is true, complete and correct.

Owner signature as it appears on deed: _____

Printed name of owner: Kurtis Houston

State of Colorado)

County of Mesa) ss.

Subscribed and sworn to before me on this 21 day of March, 20 18

by Kurtis B Houston, Lisa M. Houston

Witness my hand and seal.

My Notary Commission expires on 10-27-18

ANITA KAY BRUNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20064044263
My Commission Expires October 27, 2018

Anita Kay Bruner
Notary Public Signature

Instructions

An ownership statement must be provided by each and every owner of the property.

(a) Insert name of owner as it appears on deed that conveys property to the owner.

(b) Insert legally sufficient description of land for which application has been made to the City for development. Include the Reception number or Book and Page for recorded information. Assessor's records and tax parcel numbers are not legally sufficient description. Attach additional sheet(s) as necessary, and reference attachment(s) here. If the legal description or boundaries does/do not match those on the plat, provide an explanation.

(c) Insert name of all other owners, if any.

(d) Insert the type of development application request that has been made. Include all pending applications affecting the property.

(e) Explain actual or possible conflicts you have knowledge of. If none, state "none." Attach copies of related documents and refer to them here.

00155784

WARRANTY DEED

Grantor(s), **Tamara K. Green and Steven E. Green** whose address is Grand Junction, County of **Mesa**, State of **Colorado**, for the consideration of **ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED AND 00/100** Dollars in hand paid, hereby sell(s) and convey(s) to **Kurtis Houston and Lisa M. Houston** whose legal address is **3178 D Road, Grand Junction, CO 81504** County of **Mesa**, and State of **Colorado**, the following real property in the County of **MESA**, and State of Colorado, to wit:

Lot 2 of
Walcher Minor Subdivision
EXCEPT that parcel as conveyed in instrument recorded March 12, 1998 in Book 2415 at Page 260.

also known by street and number as **3178 D Road, Grand Junction, CO 81504**
Tax Parcel Number: 2943-154-55-004

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with Section 8a (Title Review) of the contract dated **November 9, 2003,** between the parties; building and zoning regulations.

Signed this **25th** day of **November, 2003.**

COPY

Tamara K. Green | **Steven E. Green**

State of **Colorado**)
)ss.
County of **Mesa**)

The foregoing instrument was acknowledged before me this **25th** day of **November, 2003** by **Tamara K. Green and Steven E. Green.**

Witness my hand and official seal.

Notary Public

RECEPTION#: 2867367
1/18/2019 8:10:29 AM, 1 of 2
Recording: $18.00, Doc Fee Exempt
Tina Peters, Mesa County, CO.
CLERK AND RECORDER

TREASURER'S DEED

Know all Men by these presents, That, whereas, the following described property, viz:

OUTLOT A BLK 2 THE PEAKS SEC 15 1S 1E

situated in the County of Mesa, and State of Colorado, was subject to taxation for the year (or years) A.D. 2004,

And, Whereas, the taxes assessed upon said property for the year (or years) aforesaid remained due and unpaid at the date of sale hereinafter named;

And Whereas, the Treasurer of the said County did, on the 16th day of November A.D. 2005, by virtue of the authority vested in her by law, at the sale begun and publicly held on the 16th day of November, A.D. 2005, expose to public sale at the office of the Treasurer in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on the real property above described for the payment of the taxes, delinquent interest, and costs then due and remaining unpaid on said property;

***And, Whereas,** at the time and place aforesaid, ___ whose street address is _, City or Town of __, County of Mesa and State of Colorado, bid on the tax lien on all of the above described property the sum of _____ DOLLARS and _ CENTS, being the whole amount of taxes, delinquent interest, and costs then due and remaining unpaid upon said property for that year and the said Mesa County having offered in his said bid to pay the sum of __ DOLLARS and __CENTS in excess of said Taxes, delinquent interest, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, delinquent interest, and costs so due upon said property for that year (or those years), and payment of the said sum having been made by him to the said Treasurer, the said tax lien on such property was stricken off to him at that price;

***And, Whereas,** the said _____ whose street address is _____, City or Town of _____, County of _____ and State of _____, did, on the ___ day of _____, A.D. _____, duly assign the certificate of the sale of the tax lien on the property as aforesaid, and all his rights, title, and interest in said property, to _____ whose street address is _____, City or Town of _____, County of _____ and State of _____;

***And, Whereas,** the said _____ whose street address is _____, City or Town of _____, County of _____ and State of _____, did, on the _____ day of __, A.D. __, duly assign the certificate of the sale of the tax lien on the property as aforesaid, and all his rights, title, and interest in said property, to _____whose street address is _____, City or Town of _____, County of _____ and State of _____;

***And, Whereas,** at the sale so held as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the tax lien on said property, and no person or persons having offered to pay the said taxes, delinquent interest and costs upon the said property for that year, and the Treasurer having become satisfied that no sale of the tax lien on said property could be had, therefore the said tax lien on said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale was duly issued therefore to the said County in accordance with the statute in such case made and provided;

* **And, Whereas,** the said Mesa County, acting by and through its Treasurer, and in conformity with the order of the Board of County Commissioners of the said County, duly entered of record on the 30th day of July, A.D. 2018 (the said day being one of the days of a regular session of the Board of County Commissioners of the said County), did duly assign the certificate of sale of the tax lien on said property, so issued as aforesaid to said County, and all its rights, title, and interest in said property held by virtue of said sale Gato Developments LLC whose street address is P.O. Box 3123, City of Town of Grand Junction, County of Mesa and State of Colorado, One Thousand Four Hundred Six DOLLARS and Eighteen CENTS;

***And, Whereas,** the said Gato Deveopments LLC whose street address is P.O. Box 3123, City or Town of Grand Junction, County of Mesa and State of Colorado, has paid subsequent taxes on said property to the amount of Seven Hundred Sixty-Three DOLLARS and Fifteen CENTS;

And, Whereas, more than three years have elapsed since the date of the said sale, and the said property has not been redeemed therefrom as provided by law;

And, Whereas, the said property was valued for assessment for that year, at the amount of $ 290.00 ;

And, Whereas, all the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the Treasurer of said County;

NOW THEREFORE, I, SHEILA REINER , Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained, and sold, and by these presents do grant, bargain, and sell the above and foregoing described property unto the said Gato Development LLC whose street address is P.O. Box 3123 City or Town of Grand Junction , County of Mesa and State of Colorado ,

their heirs and assigns, forever, subject to all the rights of redemption by minors, or incompetent persons, as provided by law.

In Witness Whereof, I, **SHEILA REINER**, Treasurer as aforesaid, by virtue of the authority aforesaid have hereunto set my hand and seal this 18th day of January , A.D. 2019 .

MESA COUNTY TREASURER CORPORATE SEAL COLORADO

Certificate No. 92146 Tax Sale Record

(Seal)

*Strike out in accordance with fact.

Treasurer of Mesa County, Colorado

STATE OF COLORADO,)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 18th day of January , 2019 , by Sheila Reiner as Treasurer of said county.

Witness my hand and official seal.

CHRISTINE L. HORNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20174036407
My Commission Expires August 30, 2021

Notary Public

Mailing Address for Gato Developments LLC, P.O. Box 3123, Grand Junction, Colorado 81502
Future Tax Notices Gato Developments LLC, P.O. Box 3123, Grand Junction, Colorado 81502

Parcel Number 2943-154-57-019

No.

TREASURER'S DEED

From

County Treasuror
to

STATE OF COLORADO,)
) ss.
County of)

I hereby certify that this Deed was filed for record in my office at o'clock M., and is duly recorded in Book Page

Recorder

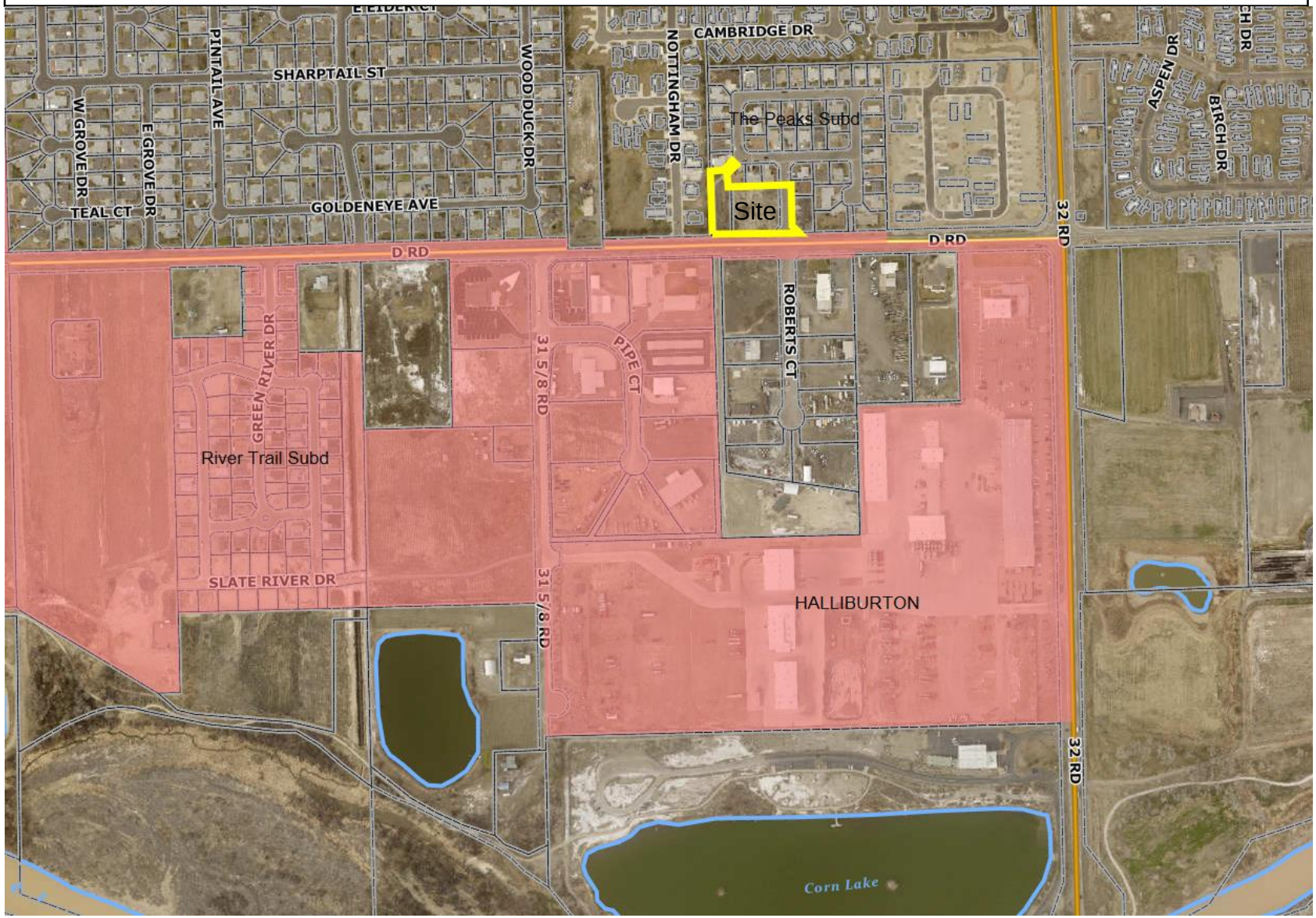
By Deputy.

Fees, $

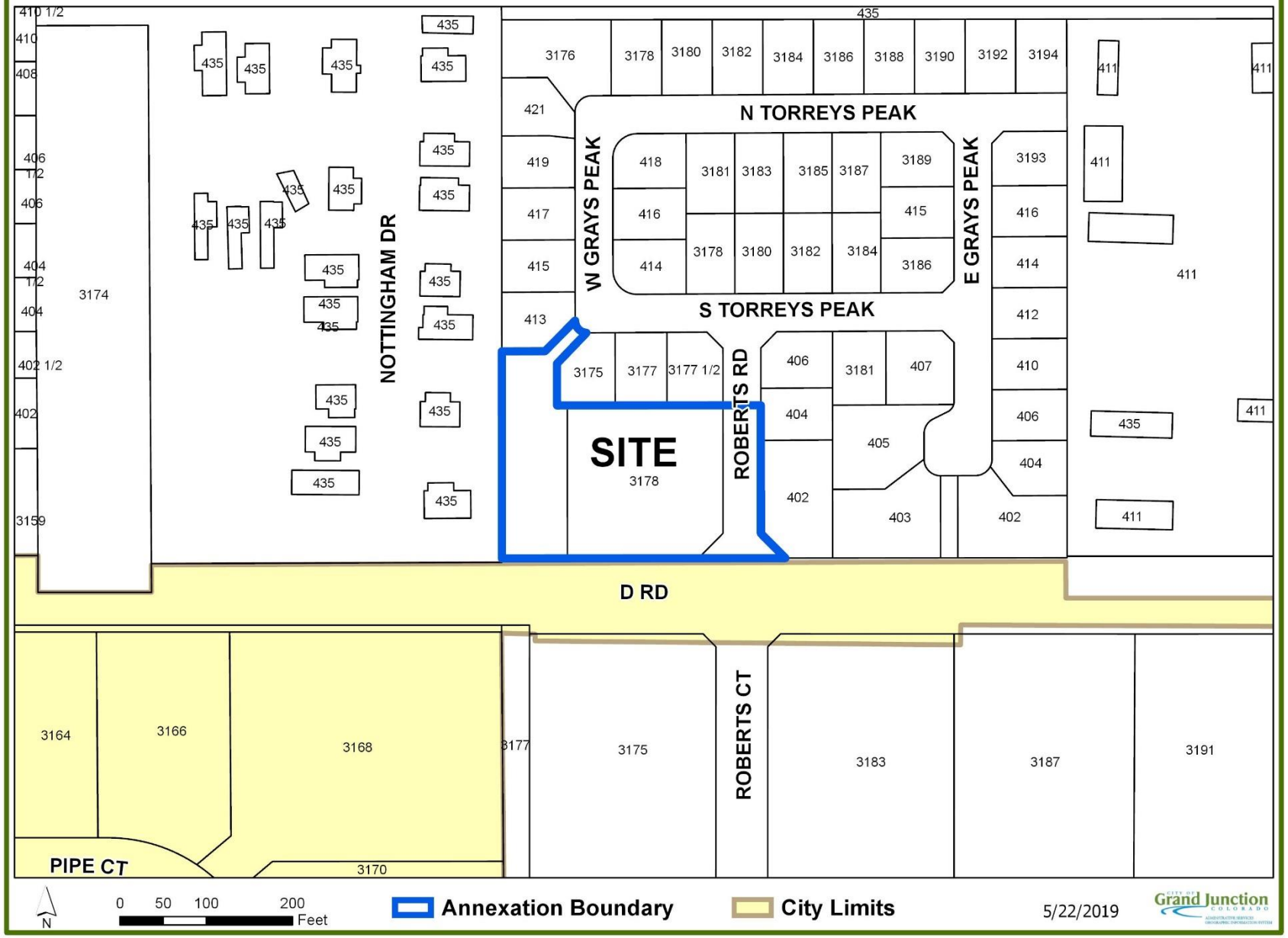
Certificate No. Book No.
Tax Sale Record.

EXHIBIT 3

Townhomes at River Park Annexation - City Limits Map



Townhomes at River Park Annexation



Townhomes at River Park Annexation

Annexation Boundary

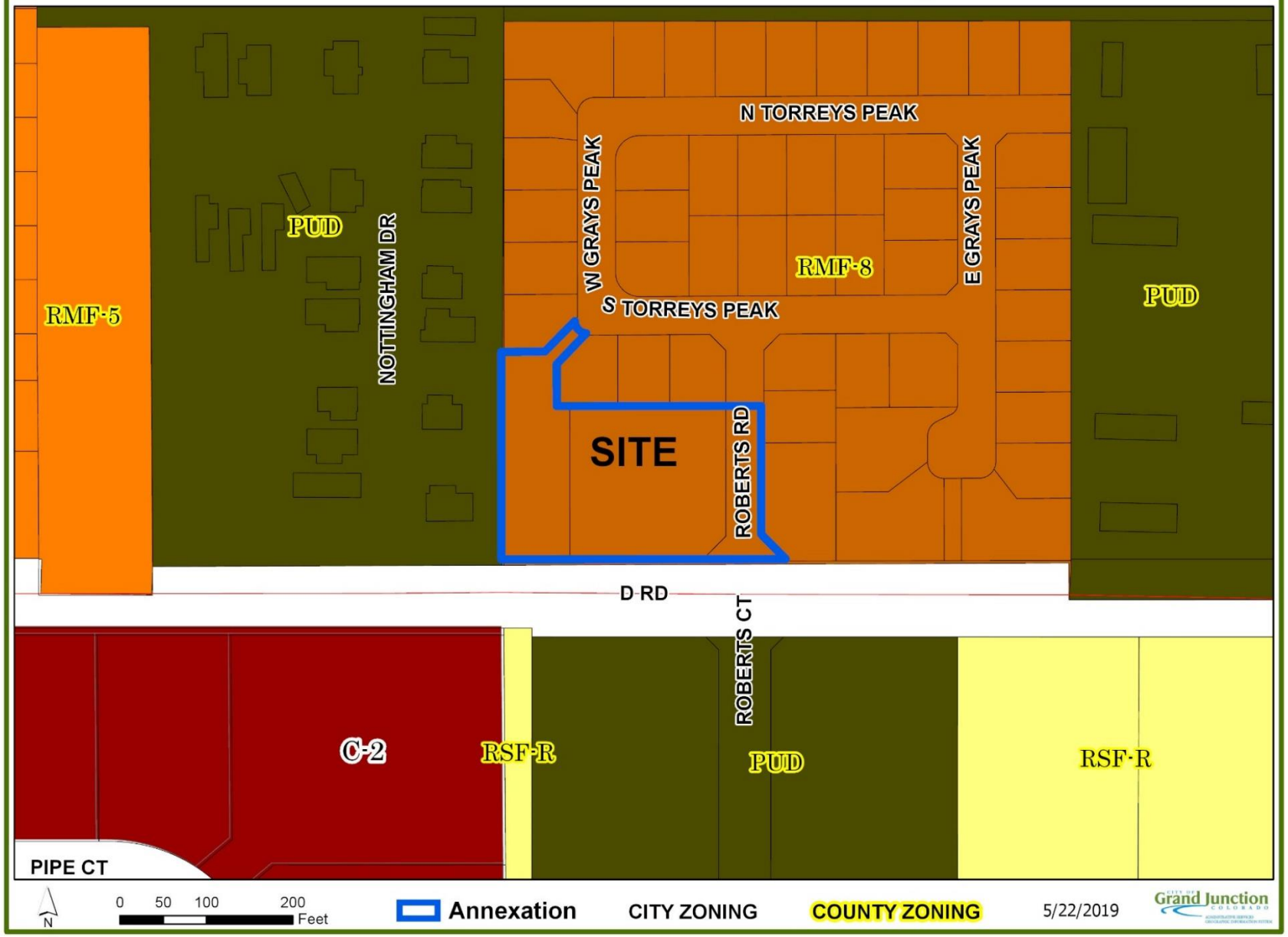
City Limits

5/22/2019

Grand Junction COLORADO

Townhomes at River Park Annexation - Future Land Use

Townhomes at River Park Annexation - Zoning

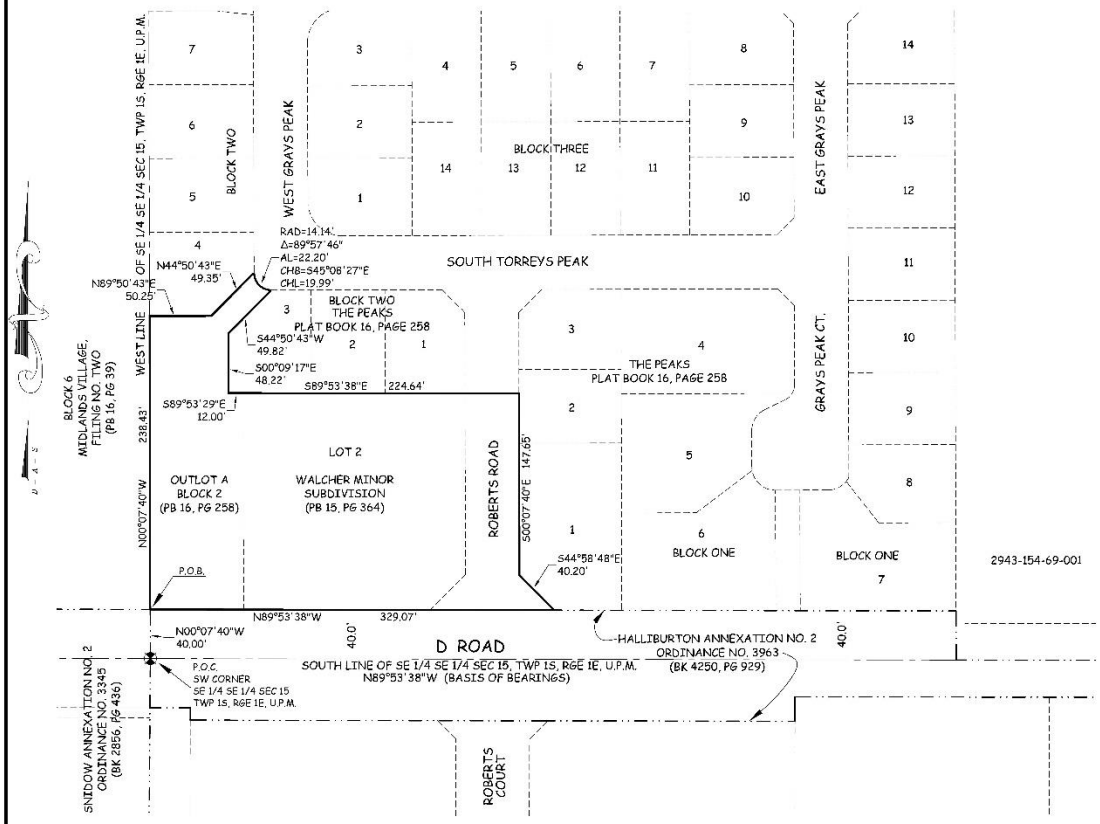


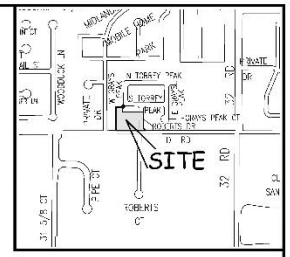
TOWNHOMES AT RIVER PARK ANNEXATION

LYING IN THE SE 1/4 SE 1/4 OF SECTION 15 , TOWNSHIP 1 SOUTH, RANGE 1 EAST

UTE PRINCIPAL MERIDIAN

COUNTY OF MESA, STATE OF COLORADO





LOCATION MAP - NOT-TO-SCALE

DESCRIPTION

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 15 and assuming the South line of the SE 1/4 SE 1/4 of said Section 15 bears N 89°53'38" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°07'40" W, along the West line of the SE 1/4 SE 1/4 of said Section 15, a distance of 40.00 feet to the POINT OF BEGINNING, said point being the Southwest corner of Outlot A, Block Two of the The Peaks, a subdivision recorded in Plat Book 16, Page 258, Public Records of Mesa County, Colorado; thence from said Point of Beginning, continue N 00°07'40" W, along said West line, a distance of 238.43 feet; thence N 89°50'43" E, a distance of 50.25 feet; thence N 44°50'43" E, a distance of 49.35 feet to a point being the beginning of a 14.14 foot radius curve, concave Northeast, whose long chord bears S 45°08'27" E, a long chord length of 19.99 feet; thence Southwesterly along the arc of said curve, thru a central angle of 89°57'46", an arc length of 22.20 feet; thence S 44°50'43" W, a distance of 49.82 feet; thence S 00°09'17" E, along the West line of Lot 3 of The Peaks subdivision, a distance of 48.22 feet; thence S 89°53'29" E, along the South line of said Lot 3, a distance of 12.00 feet; thence S 89°53'38" E, along the South line of Lots 1, 2 and 3, Block Two of The Peaks subdivision and its Easterly prolongation, a distance of 224.64 feet to a point on the East right of way for Roberts Road, per The Peaks subdivision; thence S 00°07'40" E, along said East right of way, a distance of 147.65 feet; thence S 44°58'48" E, along said right of way, a distance of 40.20 feet to a point on the North right of way for D Road; thence N 89°53'38" W along said North right of way, being a line 40.00 feet North of and parallel with, the South line of the SE 1/4 SE 1/4 of said Section 15, a distance of 329.07 feet, more or less, to the Point of Beginning.

ABBREVIATIONS	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.P.M.	UTE PRINCIPAL MERIDIAN
N.	NORTH
SQ. FT.	SQUARE FEET
℄	CENTERLINE
MON.	MONUMENT
AL	ARC LENGTH
CH	CHORD LENGTH
CHB	CHORD BEARING
BLK	BLOCK
PB	PLAT BOOK
BK	BOOK
PG	PAGE

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

AREA OF ANNEXATION

EXISTING STREETS	1,214.23 FT.
CONTIGUOUS PERIMETER	2,216.14 FT.
AREA IN SQUARE FEET	98,278**
AREA IN ACRES	1.332

**98,278 SQ. FT. OR 5.188 ACRES IN ROBERTS ROAD R/W

LEGEND

ANNEXATION BOUNDARY

PRIVATE PROPERTY

GRAPHIC SCALE

1" = 40'

LINEAL UNITS USED HEREON = U.S. SURVEY FOOT, AS ESTABLISHED

ORDINANCE NO.
????

EFFECTIVE DATE
?????

THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY

Michael J. Kubik, PLS No. 32624
Professional Land Surveyor for the City of Grand Junction

DATE: _____

Notice:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, or 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.

DRAWN BY P.T.K.	DATE 05.22.2019	SCALE 1" = 40'
DESIGNED BY	DATE	
CHECKED BY P.T.K.	DATE	
APPROVED BY	DATE	

CITY OF Grand Junction COLORADO

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

TOWNHOMES AT RIVER PARK ANNEXATION

TOWNHOMES AT RIVER PARK ANNEXATION – PHOTOS

View of property from D Road looking north

View of property from Roberts Road looking west

Exhibit 4

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING THE TOWNHOMES AT RIVER PARK ANNEXATION TO R-8 (RESIDENTIAL – 8 DU/AC)

LOCATED AT 3178 D ROAD

Recitals

The property owners have requested annexation of the 1.336-acre property into the City limits in anticipation of future residential subdivision development

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Grand Junction Planning Commission recommended approval of zoning the Townhomes at River Park Annexation to the R-8 (Residential – 8 du/ac) zone district respectfully, finding that it conforms with the Residential Medium (4 – 8 du/ac) as shown on the Future Land Use Map of the Comprehensive Plan and the Comprehensive Plan's goals and policies and is generally compatible with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-8 (Residential – 8 du/ac) zone districts are in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

TOWNHOMES AT RIVER PARK ANNEXATION

A certain parcel of land lying in the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 15, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

COMMENCING at the Southwest corner of the SE 1/4 SE 1/4 of said Section 15 and assuming the South line of the SE 1/4 SE 1/4 of said Section 15 bears N 89°53'38" W with all other bearings contained herein being relative thereto; thence from said Point of Commencement, N 00°07'40" W, along the West line of the SE 1/4 SE 1/4 of said Section 15, a distance of 40.00 feet to the POINT OF BEGINNING, said point being the Southwest corner of Outlot A, Block Two of the The Peaks, a subdivision recorded in Plat Book 16, Page 258, Public Records of Mesa County, Colorado; thence from said Point of Beginning, continue N 00°07'40" W, along said West line, a distance of 238.43 feet; thence N 89°50'43" E, a distance of 50.25 feet; thence N 44°50'43" E, a distance of 49.35 feet to a point being the beginning of a 14.14 foot radius curve, concave

Northeast, whose long chord bears S 45°08’27” E, a long chord length of 19.99 feet; thence Southwesterly along the arc of said curve, thru a central angle of 89°57’46”, an arc length of 22.20 feet; thence S 44°50’43” W, a distance of 49.82 feet; thence S 00°09’17” E, along the West line of Lot 3 of The Peaks subdivision, a distance of 48.22 feet; thence S 89°53’29” E, along the South line of said Lot 3, a distance of 12.00 feet; thence S 89°53’38” E, along the South line of Lots 1, 2 and 3, Block Two of The Peaks subdivision and its Easterly prolongation, a distance of 224.64 feet to a point on the East right of way for Roberts Road, per The Peaks subdivision; thence S 00°07’40” E, along said East right of way, a distance of 147.65 feet; thence S 44°58’48” E, along said right of way, a distance of 40.20 feet to a point on the North right of way for D Road; thence N 89°53’38” W along said North right of way, being a line 40.00 feet North of and parallel with, the South line of the SE 1/4 SE 1/4 of said Section 15, a distance of 329.07 feet, more or less, to the Point of Beginning.

CONTAINING 58,179 Square Feet or 1.336 Acres, more or less, as described.

INTRODUCED on first reading this ____ day of ___, 2019 and ordered published in pamphlet form.

ADOPTED on second reading this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

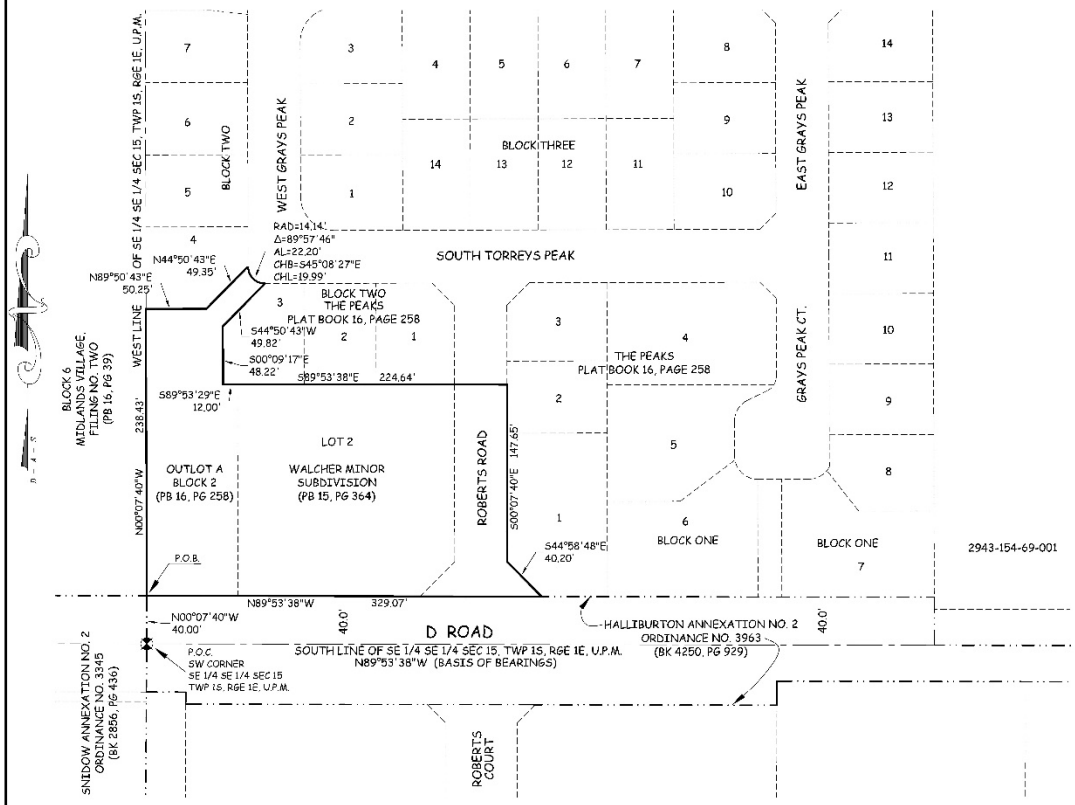
_____
President of the Council

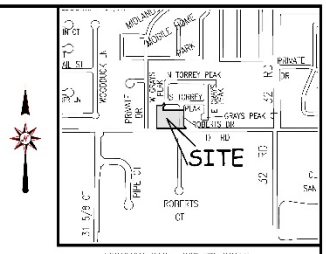
_____
City Clerk

Exhibit A

TOWNHOMES AT RIVER PARK ANNEXATION

LYING IN THE SE 1/4 SE 1/4 OF SECTION 15 , TOWNSHIP 1 SOUTH, RANGE 1 EAST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO





LOCATION MAP NOT-TO-SCALE

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ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC	SECTION
TWP.	TOWNSHIP
RGE	RANGE
U.P.M.	UTE PRINCIPAL MERIDIAN
NO	NUMBER
SQ. FT.	SQUARE FEET
Δ	CENTRAL ANGLE
RAD	RADIUS
AL	ARC LENGTH
CHL	CHORD LENGTH
CHB	CHORD BEARING
BK	BOOK
PB	PLAT BOOK
BK	BOOK
PG	PAGE

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

AREA OF ANNEXATION

ANNEXATION PARCEL NO.	1 PARCEL
TOTAL NO. OF TRACTS	3 TRACTS
AREA IN ACRES	2.6 ACRES
AREA IN STATE	1 UNIT
PERIMETER OF ANNEXATION	1,320 LINEAL FEET

LEGEND

ANNEXATION BOUNDARY
DRAWING CITY LIMITS

GRAPHIC SCALE
1" = 40'

ORDINANCE NO.
9999

EFFECTIVE DATE
99999

THIS IS NOT A BOUNDARY SURVEY

PRELIMINARY
PETER T. KRONK, PLS No. 38824
Professional Land Surveyor for the
City of Grand Junction
DATE: _____

NOTICE:
According to Colorado law you must commence any legal action based upon 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.

DRAWN BY P.T.K. DATE 05-22-2019	SCALE 1" = 40'	CITY OF Grand Junction COLORADO	PUBLIC WORKS ENGINEERING DIVISION SURVEY DEPARTMENT	TOWNHOMES AT RIVER PARK ANNEXATION
DESIGNED BY DATE				
CHECKED BY P.T.K. DATE				
APPROVED BY DATE				

Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: August 7, 2019

Presented By: Doug Shoemaker, Chief of Police, Paula Creasy, Comm Center Manager - Operations

Department: Police

Submitted By: Paula Creasy

Information

SUBJECT:

Approve Contract for Remodel of the Communications Center Administrative Area

RECOMMENDATION:

Authorize the City Purchasing Division enter into a Construction Contract with Ford Construction, Inc of Grand Junction, CO for the remodel of the administrative area of the 911 Communications Center in the amount of $61,615.00.

EXECUTIVE SUMMARY:

This request is to authorize the City Purchasing Division to enter into a contract for the remodel of the administrative area of the Grand Junction Regional Communications Center. Although the dollar amount of $61,615 is within City Manager approval authority, because there was only one company that bid on this project, Ford Construction Company Inc., current purchasing policy dictates that City Council must approve this contract.

BACKGROUND OR DETAILED INFORMATION:

The Grand Junction Regional Communications Center, located in the Grand Junction Police Department, is the 911 answering point for the community of Mesa County. The 52-person staff also provides dispatch support and services for 24 public safety agencies.

Providing quality feedback to employees is important to ensure the community and public safety responders receive the best possible service. In 2015, a formal quality assurance program was put in place for analyzing Emergency Medical Dispatch

performance. On a monthly basis, feedback is given to each employee on how they performed when providing medical instructions over the telephone. The quality assurance program will expand this year by creating a formal feedback process for call take, fire dispatch and law dispatch. The new Training and Quality Assurance supervisor will be responsible for overseeing this program, as well as, managing the training program.

Currently, there are two cubicles located in the administrative area of the Grand Junction Regional Communications Center that provide work space for the audio technician and the quality assurance analyst. Additional office space is needed for the new Training and Quality Assurance supervisor position. The remodel will provide three office spaces, each enclosed with a ceiling and doors, that will provide a private space when meeting with employees.

A formal Invitation for bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. One company submitted a formal bid, which was found to be responsive and responsible in the following amount:

Firm	Location	Base Amount
Ford Construction, Inc.	Grand Junction, CO	$61,615.00

The invitation to bid was available June 5, 2019 and mandatory pre-bid meeting held on June 13 with several attendees. One contractor responded to the bid, which was Ford Construction Co., Inc.

FISCAL IMPACT:

The is a 2019 budgeted capital project that will be paid for out of the Communications Center E911 funds. Ford Construction Co., Inc. bid the construction project for $61,615.

SUGGESTED MOTION:

I move to (authorize/not authorize) the Purchasing Division to enter into a contract with Ford Construction in the amount of $61,615 for the remodel of the Grand Junction Regional Communication Center.

Attachments

None

Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: August 7, 2019

Presented By: David Thornton, Principal Planner

Department: Community Development

Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

Consider a Request by SLB Enterprises LLC, for a Comprehensive Plan Amendment from Industrial and Commercial/Industrial Future Land Use Designations to a Commercial Future Land Use Designation and a Rezone from I-1 (Light Industrial) and I-O (Industrial/Office) to C-1 (Light Commercial) for Three Properties Having a Total of 12.2 Acres and Located North of the Colorado River, South of C ½ Road and Directly East of Las Colonias Park

RECOMMENDATION:

The Planning Commission heard this item at their July 23, 2019 meeting and made a recommendation of approval, 7-0.

EXECUTIVE SUMMARY:

The Applicant, SLB Enterprises LLC, is requesting multiple actions on 3 adjoining parcels consisting of a total of 12.38 acres. Those actions are:

1. Amend the Comprehensive Plan on a 7.23-acre parcel located at 347 27 ½ Road from its current Future Land Use designation of Industrial to a designation of Commercial/Industrial

2. Amend the Comprehensive Plan on 5.15 acres for two parcels from Commercial/Industrial to Commercial located 2757 C ½ Road and the unaddressed parcel adjacent to the west;

3. Rezone the Industrial (I-1) zoning on 7.23 acres to Light Commercial (C-1) Rezone the Industrial/Office Park (I-O) zoning district on 5.15 acres to Light

Commercial (C-1)

The proposed changes are intended to provide for future development and particularly the potential for mixed use projects that optimize the properties' location along the Colorado River and its proximity to the Riverfront at Las Colonias Park and Business Park. The properties are currently zoned I-1 and I-0 and those zone districts do not allow for residential or some tourist-oriented uses.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject properties are located adjacent to the Colorado River, Las Colonias Park and its non-motorized pedestrian/bicycle bridge connection to Eagle Rim park and Orchard Mesa Middle School on the south side of the river. Historically, the subject properties were used for industrial-level activities (rendering plant and Brady Trucking) and were joined to the north with other industrial-oriented uses located between the Union Pacific railroad and the river. With the construction of the Riverside Parkway approximately 12 years ago, land use changes and transitions have been occurring in this riverfront area of Grand Junction driven by both City and private investment.

In the vicinity of the subject properties the following land uses and zoning districts are found.

• East - Mostly rural residential in unincorporated Mesa County with RSF-R zoning, a Mesa County district;
• North - Mostly light industrial on smaller properties (with a few exceptions) in the I-1 (Light Industrial district) zone district;
• West - Las Colonias park, a City-owned property in the PD (Planned Development) zone district with land uses encouraging development consistent with activities providing more focus on the Colorado River;
• South - The Colorado River and on the south side of the river, single-family residential in the R-5 zone district and the Eagle Rim Park/Orchard Mesa Middle School in the CSR (Community Services and Recreation) zone district.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting was held on March 19, 2019 consistent with the requirements of Section 21.02.080 (e) of the Zoning and Development Code. Approximately seven neighbors attended the meeting.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. Mailed notice of the Public Hearing, in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on July 12, 2019 and was also sent to those in attendance at the neighborhood meeting. The subject property was posted with an application sign on

May 10, 2019 and notice of the public hearing was published July 16, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

Comprehensive Plan Amendment

Pursuant to section 21.02.130(c)(1) The City may amend the Comprehensive Plan, neighborhood plans, corridor plans, and area plans if the proposed change is consistent with the vision (intent), goals and policies of the Comprehensive Plan and:
(i) Subsequent events have invalidated the original premises and findings; and/or

The 2010 Comprehensive Plan includes a Future Land Use Map which identifies two of these properties as Commercial/Industrial and the other (the most westerly) as Industrial. The Applicant is requesting a future land use designation of commercial which would allow the City to rezone to a zone district that would allow for light commercial and residential land uses which would work to complement the significant changes to the Colorado River front area the City has seen the last 20 years. Particularly land within proximity to and potential for access to the river, has progressively evolved to more public and traditional commercial uses. The development of the Eagle Rim Park on the south side of the river and its bridge connection constructed in the 1990's to the riverfront trail on the north side of the river has significantly re-shaped the neighborhood as a pedestrian and bicycle use area. The adoption of the Las Colonias Park Master Plan in 2017 and continuing development of the Las Colonias Park, particularly the new amphitheater and the present development of the Las Colonias Business Park with the PD zone district has created a re-assessment of what types of land uses best fit this section of the City and has transformed the Las Colonias area into a multi-use neighborhood.

The original premises for these designations was that the properties would follow a more industrial-oriented type of development based on two main factors. First, the subject property land use for many years was an animal rendering plant that was relatively isolated from other properties. Second, the area to the north had historically been devoted to a mix of light industrial land uses and those remain to the present.

Although the premises for changing the future land uses to light commercial is desired to redevelop the Colorado River front and create neighborhood vitality, this does not constitute subsequent changes that would invalidate the original premises and findings of the 2010 Comprehensive Plan and therefore this criterion is not being met.

(ii) The character and/or conditions of the area has changed such that the amendment is consistent with the Plan; and/or

For decades the character for this area has been industrial-oriented type of

development including an animal rendering plant. The rendering plant was ripe with odors and the property to the west (now Las Colonias) was utilized as a uranium mill tailings stock pile. Salvage yards could be found flanking the riverfront. The animal rendering plant no longer exists on the property and the salvage yards and mill tailings piles have been cleaned up along the river frontage.

Other conditions have changed in the area including the development of Eagle Rim Park on the south side of the river and the pedestrian/bicycle bridge connection to the riverfront trail on the north side of the river. The connection to the riverfront trail system that runs along the north bank of the river has significantly re-shaped the neighborhood as a pedestrian and bicycle use area. The adoption of the Las Colonias Park Master Plan in 2017 and continuing development of the Las Colonias Park, particularly the new amphitheater and the present development of the Las Colonias Business Park with the PD zone district has created a re-assessment of what types of land uses best fit this section of the City and has transformed the Las Colonias area into a multi-use neighborhood.

Staff has found that the character and condition of this area has changed and is likely to continue changing and therefore finds this criterion has been met.

(iii) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject properties are within an area of transition which is due, in large part, to the creation of the Riverside Parkway and the improved access that is provided to land abutting it, particularly areas between the Colorado River and the parkway. In conjunction with the creation of the parkway, utility upgrades were made in anticipation of future development for the area. At present, availability of services includes City water and sewer, Grand Valley Irrigation District, Xcel Energy electricity and natural gas, and cable network links. Public safety, fire, EMS and police services can adequately serve this area of the City.

Based on the provision and concurrency of public utilities and community facilities to serve the future land use designation request, staff finds that this criterion has been met.

(iv) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The adequacy of the supply of “Light Commercial (C-1)” designated lands to accommodate the proposed rezone and future land uses is inadequate when defining the “community” as that area established along the riverfront area of the Colorado River within the City Center planning area of Grand Junction. When considering the goals

and policies of the City and recent development to revitalize the riverfront and construct Las Colonias Park, including a business park element and recreational amenities, there is an inadequate supply of suitably designated land that permits a wider range of zoning that allows a mix of business and residential land uses in the riverfront area.

(v) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The greatest benefit to be derived from the requested changes is the potential to support future growth and development in an area of Grand Junction that fronts along the Colorado River, has proximity to the emerging Los Colonias Business Park, creates a mix of uses relatively close to the downtown, and avails future residents (including commercial users) of outdoor and recreation amenities associated with the riverfront trail and the Riverfront at Las Colonias. The request would eliminate the option for the development of future industrial uses on the subject property that would be less compatible with the ongoing City and private investments in the area.

In addition, the Future Land Use designation of Commercial would provide future flexibility for urban form options in the emerging Las Colonias neighborhood while minimizing conflicts with existing industrial uses to the north of the subject properties, located between C ½ Road and the Riverside Parkway. Based on the cited factors, staff finds that both the community and area would derive benefits from the proposed amendment and thus has found this criterion has been satisfied.

The proposed amendments implement the following guiding principle, goals and policies:

Guiding Principle 2: Sustainable Growth Patterns – Encourage infill and redevelopment.

Goal 1: To implement the Comprehensive Plan in a consistent manner.

Policy 3: The City will make land use decisions consistent with the goal of supporting and encouraging the development of centers. The Subject Property is located within the City Center.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Policy F: Encourage the revitalization of existing commercial and industrial areas.

Specifically, this amendment will work to encourage the revitalization of previously used but now vacant industrial sites and will complement with a lesser intense use the adjoining Riverfront at Las Colonias Park development.

Rezone

Pursuant to the rezoning criteria provided in GJMC 21.02.140, the City may rezone property if the proposed changes are consistent with the vision, goals and policies of the Comprehensive Plan and must meet one or more of the following criteria:

(1) Subsequent events have invalidated the original premise and findings; and/or

The subject property consists of 3 parcels of land with the western parcel zone I-1 (Light Industrial) and the other two parcels zoned C/I (Commercial/Industrial) The original premises for these designations was that the properties would follow a more industrial-oriented type of development based on two main factors. First, the subject property parcel zoned I-1 housed an animal rendering plant for many years and second, the area to the north had historically been devoted to a mix of light industrial land uses and those remain to the present.

The Applicant is requesting a rezone to a zone district that would allow for light commercial and residential land uses which would work to complement the significant changes to the Colorado River front area the City has seen the last 20 years. Particularly land within proximity to and potential for access to the river, has progressively evolved to more public and traditional commercial and residential uses. The development of the Eagle Rim Park on the south side of the river and its bridge connection constructed in the 1990's to the riverfront trail on the north side of the river has significantly re-shaped the neighborhood as a pedestrian and bicycle use area. The adoption of the Las Colonias Park Master Plan in 2017 and continuing development of the Las Colonias Park, particularly the new amphitheater and the present development of the Las Colonias Business Park with the PD zone district has created a re-assessment of what types of land uses best fit this section of the City. The nearby Edgewater Brewery and the residential development to the west of Las Colonias Park have transformed the Las Colonias area into a multi-use neighborhood.

The Riverside Parkway has greatly improved access to both existing development and future land uses which has altered the dynamics of how the Las Colonias area is to be built out. With much improved traffic circulation capable of handling greater volumes of traffic, special events at the amphitheater now occur and the feasibility of commercial and mixed uses are enhanced. It is these type of diverse, but complimentary uses, that have the potential to happen on the properties on the east side of Las Colonias Park which are subject of the Rezone request.

Although the premises for rezoning to light commercial (C-1) is desired to redevelop the Colorado River front and create neighborhood vitality, this does not constitute subsequent changes that would invalidate the original premises and findings of the 2010 Comprehensive Plan and therefore this criterion is not being met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The land use character of the area is in significant change as the Las Colonias Business Park is under development and the dynamics of the area are in transition. The Riverside Parkway provides greater access to the subject properties, the creation of the Las Colonias amphitheater to the west gives the area a new focal point, and the more commercial-oriented businesses intended for the new business park all combine to redefine this area and give it expanded opportunities going forward. The proposed rezone fits into this new vision for the Riverfront at Las Colonias and helps refocus the community in viewing the Colorado River as an amenity.

The proposed rezone will support the City's objective to make progressive improvements to the Las Colonias neighborhood and further the already changing character and condition of the area. Staff therefore finds both the condition and the character of the area are changing or have changed such that this rezone to C-1 is consistent with the Plan and therefore finds this criterion has been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject properties are within an area of transition which is due, in large part, to the creation of the Riverside Parkway and the improved access that is provided to land abutting it, particularly areas between the Colorado River and the parkway. In conjunction with the creation of the parkway, utility upgrades were made in anticipation of future development for this area. At present, availability of services includes City water and sewer, Grand Valley Irrigation District, Xcel Energy electricity and natural gas, and cable network links. Public safety, fire, EMS and police services can adequately serve this area of the City.

Based on the provision and concurrency of public utilities and community facilities to serve the rezone request, staff finds that this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The adequacy of Commercially designated lands in the specific riverfront area of the

Colorado River versus the community at large has been used to evaluate this criterion. There currently exists no commercially zoned land (C-1, C-2 or MU) in this area of the city; most land is either zoned CSR (Community Services and Recreation) or industrial (I-1 or I-2). Zone districts such as the C-1 and MU allow for a mix of uses of which also include residential which would provide for opportunities for residential and tourism-oriented land uses. Based on these considerations, staff has found this criterion has been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The greatest benefits to be derived from the requested rezone is the potential to support future growth and redevelopment in an area of Grand Junction that fronts along the Colorado River, has proximity to the emerging Riverfront at Los Colonias Business Park, creates opportunity for a mix of uses relatively close to downtown, and avails future residents (including commercial users) of outdoor and recreation amenities associated with the Riverfront at Las Colonias park.

The proposed zoning of C-1 would provide future flexibility for urban form including mixed use with residential options in this area while minimizing conflicts with existing industrial uses to the north of the subject properties and those located between C ½ Road and the Riverside Parkway. Based on the cited factors, staff believes there is significant opportunity for community benefit should this property be rezoned to C-1 and therefore finds this criterion has been met.

This rezone request is consistent with the following vision, goals and/or policies of the Comprehensive Plan:

Guiding Principle 1: concentrated Centers – The Comprehensive Plan calls for three types of centers; the City Center, Village Centers, and Neighborhood Centers. The Subject property is located within the City Center area.

Guiding Principle 2: Sustainable Growth Patterns – Encourage infill and redevelopment.

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Policy C: The City will make land use decisions consistent with the goal of supporting and encouraging the development of centers.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Goal 8: Create attractive public spaces and enhance the visual appeal of the community through quality development.

Policy F: Encourage the revitalization of existing commercial and industrial areas.

STAFF RECOMMENDATION AND FINDINGS OF FACT
After reviewing the request for approval to amend the Comprehensive Plan Future Land Use Map, File number (CPA-2019-259), from Industrial and Commercial/Industrial Future Land Use designations to a Commercial Future Land Use designation and a requests to Rezone. File number (RZN-2019-256) from I-1 (Light Industrial) and I-O (Industrial/Office) to C-1 (Light Commercial) for three properties having a total of 12.38 acres and located north of the Colorado River, south of C ½ Road and directly east of Las Colonias Park, the following findings of fact have been made:

On the request for amendments to the Comprehensive Plan, the following findings of fact have been made:

1) The requests are in conformance with Section 21.02.130 of the Zoning and Development Code.
2) The requests are consistent with the vision, goals and policies of the Comprehensive Plan.

On the request for rezoning, the following findings of fact have been made:

1) The requests have met one or more of the criteria as required in Section 21.02.140 of the Zoning and Development Code.
2) The requests are consistent with the vision (intent), goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval.

FISCAL IMPACT:

This land use action does not have any direct fiscal impact. Subsequent actions such as future development and related construction may have direct fiscal impact depending on type of use.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 4864, an ordinance amending the Comprehensive Plan Future Land Use Map Designation to Commercial and a rezone to C-1 (light commercial) for approximately 12.38 acres located at 347 27 ½ Road, a vacant property adjacent to the East, and 2757 C ½ Road on final passage and order

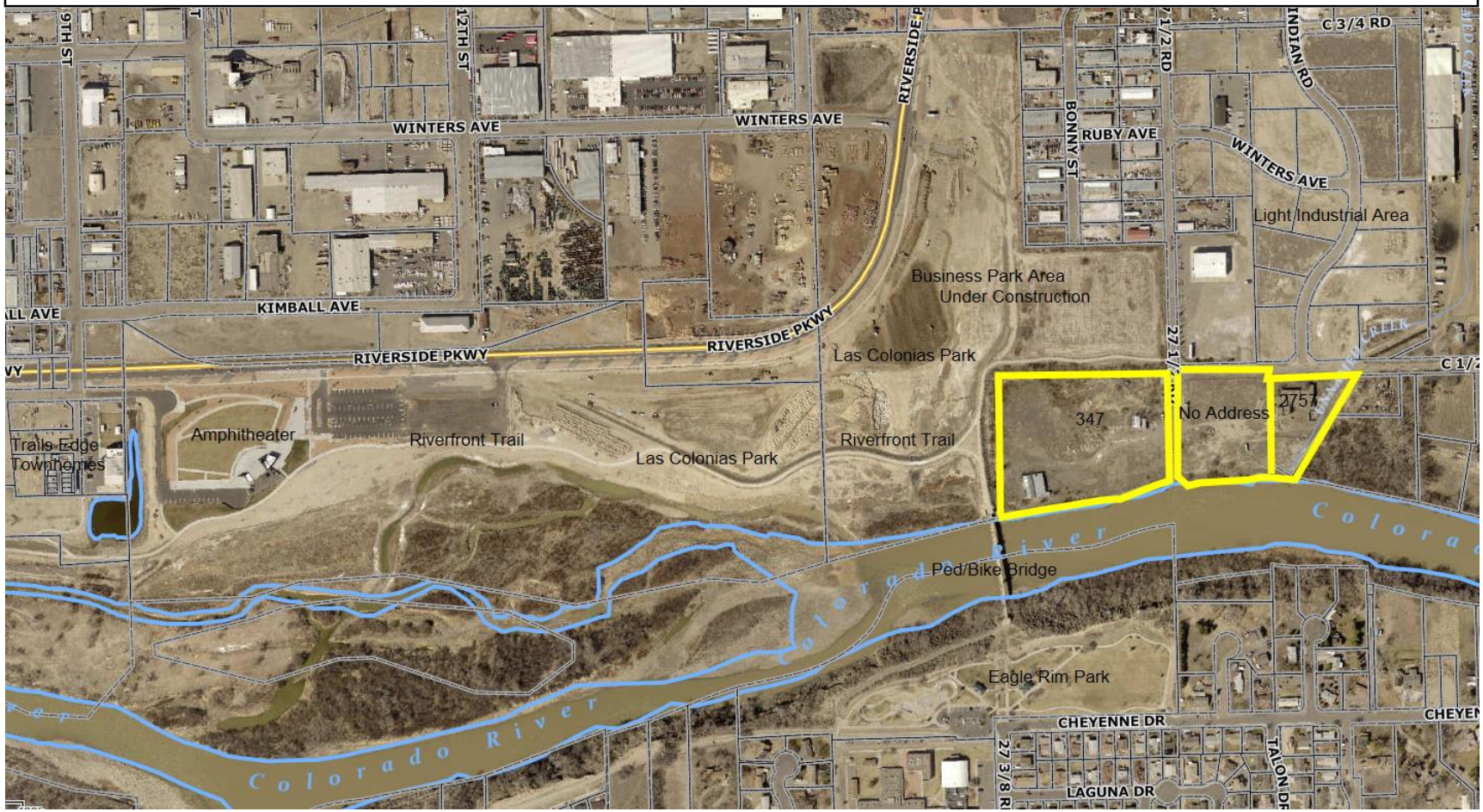
final publication in pamphlet form.

Attachments

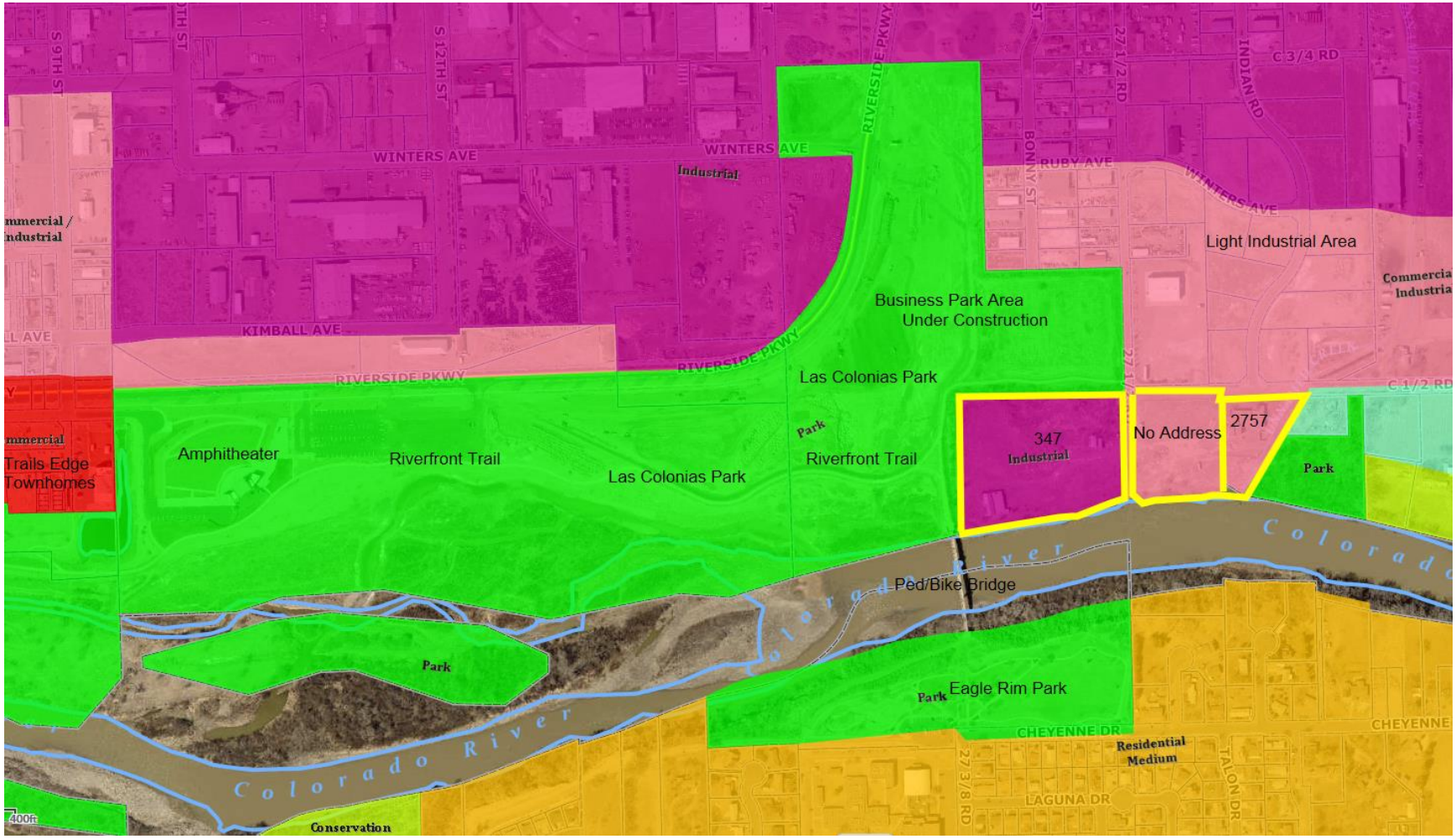
1. Maps and photos
2. Development Application - Brady CPA & Rezone
3. ORDINANCE-Brady FLU and Zoning

Exhibit 3

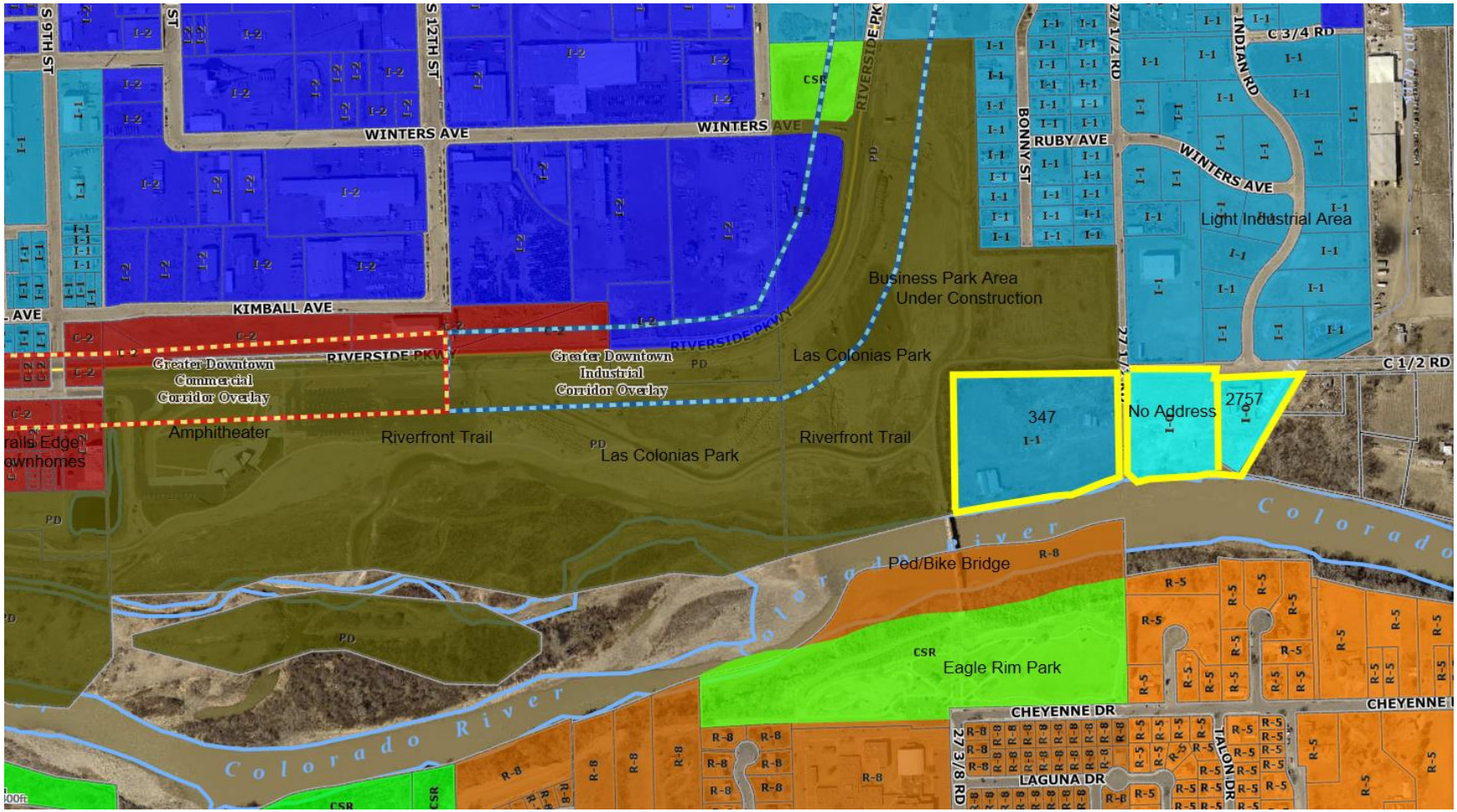
Brady Trucking Comprehensive Plan Amendment & Rezone
Site Location Map



Brady Trucking Comprehensive Plan Amendment & Rezone
Future Land Use Map



Brady Trucking Comprehensive Plan Amendment & Rezone
Existing Zoning Map



Intersection of 27 ½ Rd & C ½ Rd looking south

Intersection of Indian Rd & C ½ Rd looking south

Exhibit 1

City of Grand Junction Colorado
PUBLIC WORKS & PLANNING

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone / COMP PLAN AMENDMENT

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation	Light Industrial/Vacant Land/Light Ind.	Existing Zoning	I-1; I-O; I-O
Proposed Land Use Designation	mixed use/multi-family/commercial	Proposed Zoning	C-1

Property Information

Site Location:	347 27 1/2 Road; 2945-244-00-080; 2757 C 1/2 Rd	Site Acreage:	7.2; 3.3; 1.7 acres
Site Tax No(s):	2945-243-00-081; 2945-244-00-080; 2945-244-00-202	Site Zoning:	I-1; I-O; I-O

Project Description: Rezone three properties to C-1 in anticipation for future mixed uses.

Property Owner Information		Applicant Information		Representative Information	
Name:	SLB Enterprises LLC	Name:	Rain Drop Partners	Name:	Ciavonne, Roberts Assoc
Street Address:	5130 S 5400 E	Street Address:	PO Box 102373	Street Address:	222 Nth 7th St
City/State/Zip:	Vernal, UT 84078	City/State/Zip:	Denver, CO 80250	City/State/Zip:	GJ, CO 81501
Business Phone #:		Business Phone #:	970-315-2521	Business Phone #:	241-0745
E-Mail:		E-Mail:	zach@raindroppartners.com	E-Mail:	ted@ciavonne.com
Fax #:	n/a	Fax #:	n/a	Fax #:	n/a
Contact Person:		Contact Person:	Zach Frisch	Contact Person:	Ted Ciavonne
Contact Phone #:		Contact Phone #:	970-315-2521	Contact Phone #:	241-0745

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 required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application	Ted Ciavonne	Date	4-19-19
Signature of Legal Property Owner	Larry E. Bailey	Date	4-19-19

347 27 ½ Road & 2757 C ½ Road
Comp Plan Amendment/Rezone
April 22, 2019
Project Description

Project Overview
There are 12.2 acres currently in three parcels located on 347 27 ½ Road, a non-addressed property, and 2757 C ½ Road, which are slated to be developed by Rain Drop Partners. At present, SLB Enterprises LLC owns all three parcels.

This is an infill project where three parcels having two differing Industrial zone designations will be rezoned into one Commercial zone district. The consolidated zoning will allow for far more efficient planning of the 12.2 acre property, and encourage better access opportunities and utilizing of existing infrastructure.

347 27 ½ Road is currently zoned I-1 (Light Industrial); the non-addressed parcel and 2757 C ½ Road are currently zoned I-O (Industrial Office Park). Rain Drop Partners is proposing a rezone of both properties to C-1 (Light Commercial).

The FLU promotes Industrial on 347 27 ½ Road and Commercial/Industrial on the other two parcels. Rain Drop Partners is requesting an amendment to the Comp Plan to change the Industrial land use on 247 27 ½ Road to Commercial/Industrial. This requested change is more consistent with the creation of the Las Colonias Business Park, and will allow commercial zoning that preferred by the neighbors over the current industrial zoning.

A. Project Description
<u>Location and Site Features</u>
- The parcels are located on the corner of 27 ½ Road and C ½ Road adjacent to the Las Colonias Business Park. The property is in the City.
- There is an 8" sewer main in 27 ½ Road and C ½ Road. We understand that Ute Water provides sufficient capacity to the properties.
- Surrounding land use /zoning is Planned Development (Las Colonias) and I-1 to the north, County Zoning of RSF-R to the east; R-5 Residential and CSR to the south across the Colorado River; and Planned Development (Las Colonias) to the west.
- There is currently two access points off 27 ½ Road and C ½ Road. These properties have street frontage all along 27 ½ Road and C ½ Road.
- There are a few existing, abandoned buildings that will likely be demolished at some point in the future.
- The site is generally flat, sloping west and south towards the river.
- There is a drainage or irrigation ditch that defines the east boundary of the easternmost property.

Existing Zoning

- The parcels are zone I-1 & I-O
- The proposed plan rezones the existing I-1 & I-O zoning to C-1. This rezone meets the Future Land Use Plan requirement of Commercial/Industrial for the two easternmost parcels. 347 27 ½ Road (abutting Las Colonias Park) is an isolated parcel with the designated "Industrial" under the Future Land Use Plan. Because of adjacency to Commercial / Industrial, along with the change of use / character with the Las Colonias Business Park, this submittal includes a request to change the FLU designation to Commercial / Industrial on this single parcel.
- The purpose of the rezone is to allow a cohesive and efficient commercial/mixed use type development to better compliment the adjacent Las Colonias Business Park.

B. Public Benefit:

- Infill development that utilizes existing infrastructure;
- The cohesive and efficient development of three abutting parcels with similar FLU and zoning designations;
- A zoning designation that is compatible to the Las Colonias Business Park, which is a desirable but ne3w change of character to this area.

C. Neighborhood Meeting

A 'first' Neighborhood Meeting was held on March 19, 2019 for the Rezone/Comp Plan Amendment & ROW Vacation (separate submittal to come). About 7 neighbors attended and gave positive feedback overall. Official Neighborhood Meeting notes are included in this submittal.

D. Project Compliance, Compatibility, and Impact

1. Adopted Plans and/or Policies

The Future Land Use Plan; the Land Development Code.

2. Surrounding Land Use

Surrounding land use /zoning is under Planned Development/Industrial to the north, RSF-R to the east; the Colorado River / Residential to the south; and Planned Development to the west (Las Colonias Business Park).

3. Site Access and Traffic

There is currently one access point to C ½ Road, and 27 ½ Road extends into the properties.

4 & 5. Availability of Utilities and Unusual Demands

Sanitary Sewer: Sewer is provided by the City of Grand Junction. It is an existing 8" line located in 27 ½ Road and C ½ Road.

Domestic water will be provided by Ute Water.

6. Effects On Public Facilities

Future development of these properties will have expected, but not unusual impacts on the fire department, police department, and the public school system.

7. Site Soils
No unusual or unexpected soil issues are present at the proposed site.

8. Site Geology and Geologic Hazards
There is ‘floodway designation along the river edge of the property; there is 100 year floodplain on much of the property.

9. Hours of Operation N/A

10. Number of Employees N/A

11. Signage Plans N/A

12. Irrigation

E. Development Schedule and Phasing

- Submit Rezone April 2019
- Submit ROW Vacation May 2019
- Submit Major Site Plan Summer 2019

Legal Description

Parcel 1 (2945-243-00-081)

All of Lot 3, EXCEPT the West 10 chains thereof in Section 24, Township 1 South, Range 1 West, Ute Meridian, and being more particularly described as follows:

Commencing at the C ¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
Thence along the North line of Government Lot 3 in said Section 24 S89°56'19" W 12.50 feet to a point on the West right-of-way line of 27 ½ Road, being the True Point of Beginning;
Thence continuing along said North line S89°56'19" W 652.12 feet;
Thence S00°06'53" E 534.28 feet to the North bank of the Colorado River, which is also the South line of Government Lot 3 in said Section 24;
Thence along said riverbank the following thirteen (13) courses:

1. S82°64'10" E 17.50 feet;
2. N73°04'18" E 49.98 feet;
3. N82°36'10" E 205.52 feet;
4. N84°59'11" E 36.42 feet;
5. N84°27'00" E 76.02 feet;
6. N75°18'35" E 56.11 feet;
7. N82°35'07" E 9.02 feet;
8. S52°59'28" E 9.53 feet;
9. N61°06'48" E 19.97 feet;
10. N70°44'38" E 63.80 feet;
11. N74°23'15" E 70.58 feet;
12. N81°19'12" E 30.61 feet;
13. N70°38'06" E 23.73 feet to the West right-of-way line of 27 ½ Road;

Thence along said right-of-way line N00°07'57" E 413.77 feet to the point of beginning.

Parcel 2 (2945-244-00-080)

The West 367.65 feet of all that part of Lot 2 in Section 24, Township 1 South, Range 1 West, Ute Meridian lying West of the drainage ditch of the Grand Junction Drainage District, and being more particularly described as follows:

Commencing at the C ¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
Thence S89°46'04" E 12.50 feet to a point on the East right-of-way line of 27 ½ Road,
Being the True Point of Beginning;
Thence S00°07'57" W 404.92 feet to the North Bank of the Colorado River, which is also the South line of Government Lot 2 in said Section 24;
Thence along said riverbank the following eight (8) courses;

1. S45°37'16" E 24.34 feet;
2. S62°32'16" E 33.07 feet;
3. N55°25'33" E 33.87 feet;
4. N89°54'00" E 153.40 feet;
5. N85°02'35" E 50.54 feet;
6. S87°09'05" E 12.51 feet;
7. N52°08'39" E 22.53 feet;

8. S84°02’41” E 46.74 feet;
Thence N00°07’57” E 403.55 feet to the North line of said Government Lot 2;
Thence along said North line N89°46’04” W 355.15 feet to the point of beginning

Parcel 3 2945-244-00-202

A parcel of land situated in G.L.O Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian;
And being particularly described as follows:

Beginning at the C ¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian; thence along the North line of the NW1/4SW 1/4 of said Section 24 S89°46’04” E 367.65 feet;
Thence S00°07’57” W 30.00 feet to the South right-of-way of C ½ Road, being the True Point of Beginning:
Thence along said right-of-way S89°46’04” E 335.18 feet;
Thence S 33°58’56” W 457.11 feet to a point on the North bank of the Colorado River;
Thence along and parallel with the Colorado River N55°58’04” W 97.06 feet;
Thence N00°07’57” E 326.08 feet to the point of beginning.

NEIGHBORHOOD MEETING NOTES
March 19, 2019 @ 5:30pm

A Neighborhood Meeting was held on March 19, 2019 regarding a proposed ROW Vacation of 27 ½ Road and proposed Rezone from I-1 & I-O to C-1 at 347 27 ½ Road, 2757 C ½ Road and the adjacent parcel to the west.

<u>In Attendance:</u>
Representatives: Ted Ciavonne & Mallory Reams (Ciavonne, Roberts & Associates Inc.)
Kathy Portner (City of Grand Junction)

About 7 Neighbors attended the meeting and had the following comments:

- So the adjacency allows the comp plan change? –Yes.
- That area is in the floodway/flood plain. Will they have to fill it? – Can't build in the floodway. There will most likely be a trail in that area eventually. As far as the rest of the area, the soil will have to raise least 1' above flood plain grade.
- They still found it unusual that residential would be planned here as it's in the flood plain. – Kathy Portner informed them to keep in mind that the entire Riverside Neighborhood is in the flood plain. The city has rules and regulations in place to plan/resolve things like this and minimize risk.
- What about foundations in that type of soil? – A Geotechnical Report will be done at time of Site Plan which will come with recommendations for foundations.
- Has a geotechnical report been done? – Not yet, but that will be the next step after this rezone/ROW vacation submittal.
-Has the price of the land been decided? Under contract? – No idea.
- On the westerly parcel, is that the bike trail that goes up and around it? Will it remain that way when this develops? – The city has a 50' trail easement along these three parcels. That trail will remain, but eventually there will be another trail along the river.
- The neighbors liked that it was going to change from industrial to commercial. They don't want industrial. They are concerned with light pollution and noise that goes along with industrial uses so this is a positive change for them.
- Where will the dog park be for Las Colonias? North of this property? – No, it has moved more to the west.
- What is the maximum density allowed? – Up to 24 units/acre for C-1 with a 40' height restriction
- Are you dealing with a single owner? – We are. It is not clear if there are other investors/owners involved at this time.
- So you don't know what the uses might be? – No, but it will be a mixed use type with office, retail and some sort of residential. The potential owner wants the uses to compliment what is happening at Las Colonias Business Park.

- The neighbors wanted to mention that their neighborhood across the river is very, very quiet with an abundance of different types of wildlife around. They want the potential owner to keep that in mind when deciding what to put here.
- They informed us we should look at the wash to the north and how to improve drainage when this project goes to site plan review.
- The property surrounding Indian Road to the North; what is that going to be? Will they go MU? – It was developed as an industrial park.
- Any landscaping? – Yes there will be. It's too early to tell what the design will look like, but the city has a landscape code that we will follow when the time comes.

Ciavonne, Roberts & Associates, Inc
LAND PLANNING AND LANDSCAPE ARCHITECTURE
222 North 7th Street Grand Junction, CO 81501
PH 970-241-0745 FX 970-241-0765 www.ciavonne.com

Neighborhood Meeting Notice Letter

Mailing Date: March 7, 2019

RE: A Neighborhood Meeting for 347 27 ½ Road, 2757 C ½ Road and the adjacent parcel to the west.

Dear Property Owner:

This letter is to notify you that on **Tuesday (March 19th), starting at 5:30 pm,** a neighborhood meeting will be held to update you on a proposed **Rezone from I-1 (Light Industrial) & I-O (Industrial/Office Park) to C-1 (Light Commercial)** at 347 27 ½ Road, 2757 C ½ Road and the adjacent parcel to the west, Grand Junction, Colorado. This meeting will be held at **Western Colorado Botanical Gardens**, 641 Struthers Ave Grand Junction, Colorado 81501, in the library.

The neighborhood meeting is an opportunity for adjacent property owners to learn more about the project, ask questions, and submit written statements to the developer, the developer's representative, and/or the City of Grand Junction staff.

The applicant will be submitting a Rezone application for the three noted properties to the City of Grand Junction. The proposal is a rezone from I-1 & I-O to C-1 in anticipation of future offices, retail, multi-family residential, or mixed uses. As a neighbor of this property you will be notified of pending development applications and public hearings (if any) by mail.

The list of property owners being notified for this neighborhood meeting was supplied by the City of Grand Junction and derived from current records of the Mesa County Assessors. As those records are not always current, please feel free to notify your neighbors of this meeting date so all may have the opportunity to participate.

If you are not available to attend this meeting, you can provide written comment to ted@ciavonne.com or the City of Grand Junction Planning Department at kathyp@gjcity.org

We look forward to seeing you at this meeting.

Sincerely,

Ted Ciavonne, PLA
Ciavonne, Roberts and Associates, Inc

SIGN-IN SHEET

NEIGHBORHOOD MEETING

Tuesday March 19, 2019 @ 5:30pm

FOR: REZONE @ 347 27 ½ Road, 2757 C ½ Road and the adjacent parcel to the west.

NAME	ADDRESS	PHONE # / EMAIL
Penny Heuscher (Pauline)	24601 ~~Sorrento~~ Sorrento Ln Cedaredge, 81413 (own property on Mtn View Ct received notice	pheuscher@gmail.com
Enno Heuscher	"	epheuscher@gmail.com
Janet Magoon	2752 Chayenne DR.	janetmagoon@live.com
Paul Early	776 23½ Rd	
Bennie Skinner	2773 C½ Rd	Skinnerfarm2000@YAHOO.com
Harry Griff	2636 Chestnut Dr. 81506	harrygllblaw.com
Diane Birmingham	333 Mtn View Ct.	dbham52@gmail.com
Kathy Portner	City of GJ	
Ted Ciavonne + Mallory Reams	Ciavonne, Roberts + Associates	

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) SLB Enterprises LLC ("Entity") is the owner of the following property:

(b) 347 27 1/2 Road (2945-243-00-081); (2945-244-00-80); 2757 C 1/2 Road (2945-244-00-202)

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) _____ for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

◉ My legal authority to bind the Entity both financially and concerning this property is unlimited.

○ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

◉ The Entity is the sole owner of the property.

○ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: Larry E. Brady

Printed name of person signing: _____

State of Utah)

County of Uintah) ss.

Subscribed and sworn to before me on this 18 day of April, 2019

by Larry E Brady

Witness my hand and seal.

My Notary Commission expires on 12-22-2022

Notary Public Signature

3 PAGE DOCUMENT

2320699 BK 4172 PG 725-727
06/05/2006 12:11 PM
Janice Ward CLK&REC Mesa County, CO
RecFee $15.00 SurChg $1.00
DocFee $63.69

BARGAIN AND SALE DEED

GRAND VALLEY BY-PRODUCTS COMPANY, a Colorado Dissolved corporation also known as **Grand Valley By-Products, Inc.**, and formerly known as **Grand Valley Rendering Company**, ("Grantor") of 744 Horizon Court, Suite 300, Grand Junction, CO 81506, in consideration of the payment of $636,922.00 and other valuable consideration, sells and conveys to **SLB ENTERPRISES, L.L.C.**, ("Grantee") a Utah limited liability company, whose legal address is P.O. Box 1874, Vernal, UT 84078., real property in Mesa County, Colorado, legally described as:

Parcel No. 1

All of Lot 3, EXCEPT the West 10 chains thereof in Section 24, Township 1 South, Range 1 West, Ute Meridian, and being more particularly described as follows:

Commencing at the C¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
thence along the North line of Government Lot 3 in said Section 24 S89°56'19" W 12.50 feet to a point on the West right-of-way line of 27½ Road, being the True Point of Beginning;
thence continuing along said North line S89°56'19" W 652.12 feet;
thence S00°06'53" E 534.28 feet to the North bank of the Colorado River, which is also the South line of Government Lot 3 in said Section 24;
thence along said riverbank the following thirteen (13) courses:

1. S82°54'10" E 17.50 feet;
2. N73°04'18" E 49.98 feet;
3. N82°36'10" E 205.52 feet;
4. N84°59'11" E 36.42 feet;
5. N84°27'00" E 76.02 feet;
6. N75°18'35" E 56.11 feet;
7. N82°35'07" E 9.02 feet;
8. S52°59'28" E 9.53 feet;
9. N61°06'48" E 19.97 feet;
10. N70°44'38" E 63.80 feet;
11. N74°23'15" E 70.58 feet;
12. N81°19'12" E 30.61 feet;
13. N70°38'06" E 23.73 feet to the West right-of-way line of 27½ Road;

thence along said right-of-way line N00°07'57" E 413.77 feet to the point of beginning.

Parcel No. 2

The West 367.65 feet of all that part of Lot 2 in Section 24, Township 1 South, Range 1 West, Ute Meridian lying West of the drainage ditch of the Grand Junction Drainage District, and being more particularly described as follows:

Commencing at the C¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
thence S89°46'04" E 12.50 feet to a point on the East right-of-way line of 27½ Road, being the True Point of Beginning;
thence S00°07'57" W 404.92 feet to the North bank of the Colorado River, which is also the South line of Government Lot 2 in said Section 24;
thence along said riverbank the following eight (8) courses:

1. S45°37'16" E 24.34 feet;
2. S62°32'16" E 33.07 feet;
3. N55°25'33" E 33.87 feet;
4. N89°54'00" E 153.40 feet;
5. N85°02'35" E 50.54 feet;
6. S87°09'05" E 12.51 feet;
7. N52°08'39" E 22.53 feet;
8. S84°02'41" E 46.74 feet;

thence N00°07'57" E 403.55 feet to the North line of said Government Lot 2;
thence along said North line N89°46'04" W 355.15 feet to the point of beginning

Together with all appurtenances, and all ditches, ditch rights, carriage rights, water and water rights (whether direct flow, storage, underground, well, certificated, or contractual water rights) appurtenant to or presently or historically used in connection with the Property, if any.

Grantee and anyone claiming by, through, or under Grantee fully and irrevocably releases the Grantor, its officers, directors, shareholders, employees, attorneys and agents, from any and all past, current, and future claims against the Grantor and its officers, directors, shareholders, attorneys and agents for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or related to any defects, errors, omissions, or other conditions (including, for example, environmental matters) affecting the Property, or any portion of it.

SIGNED: June 2, 2006.

GRAND VALLEY BY-PRODUCTS COMPANY, a Colorado Dissolved corporation also known as **Grand Valley By-Products, Inc.**, and formerly known as **Grand Valley Rendering Company**

CORPORATE SEAL
GRAND VALLEY By-Products

By: Judy A. Workman - President
Judy A. Workman, President, Director and Shareholder

By: Donna Bennett - Sec Treas.
Donna Bennett, Secretary/Treasurer, Director and Shareholder

By: Melvin B. Seevers Jr.
Melvin B. Seevers, Jr., Shareholder

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Judy A. Workman as President, Director and Shareholder of Grand Valley By-Products Company, a Colorado Dissolved corporation also known as Grand Valley By-Products, Inc., and formerly known as Grand Valley Rendering Company.

WITNESS my hand and official seal.

My commission expires: 8-12-09

JULIE HILTBRAND
NOTARY PUBLIC
STATE OF COLORADO

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Donna Bennett as Secretary/Treasurer, Director and Shareholder of Grand Valley By-Products Company, a Colorado Dissolved corporation also known as Grand Valley By-Products, Inc., and formerly known as Grand Valley Rendering Company.

WITNESS my hand and official seal.

My commission expires: 5/5/2008

Sarah Duffield-Stephenson
Notary Public

STATE OF COLORADO)
My Commission Expires 05/05/2008) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Melvin B. Seevers, Jr. as Shareholder of Grand Valley By-Products Company, a Colorado Dissolved corporation also known as Grand Valley By-Products, Inc., and formerly known as Grand Valley Rendering Company.

WITNESS my hand and official seal.

My commission expires: 8-12-09

Notary Public

JULIE HILTBRAND
NOTARY PUBLIC
STATE OF COLORADO

3 PAGE DOCUMENT

2320698 BK 4172 PG 722-724
06/05/2006 12:11 PM
Janice Ward CLK&REC Mesa County, CO
RecFee $15.00 SurChg $1.00
DocFee $34.30

917448

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by **MELVIN B. SEEVERS, JR. and JUDY A. WORKMAN**, as Co-Personal Representatives of **The Estate of Melvin B. Seevers**, deceased, Grantors, to **SLB ENTERPRISES, L.L.C.**,, a Utah limited liability company, whose legal address is P.O. Box 1874, Vernal, UT 84078.

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated October 14, 1992, which Will was duly admitted to informal probate on July 20, 2000, by the District Court in and for the County of Mesa, State of Colorado, Probate No. 00 PR 234;

WHEREAS, Grantors were duly appointed Personal Representative of said Estate on July 20, 2000, the appointment was confirmed August 19, 2005, and are now qualified and acting in said capacity,

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor hereby sells, conveys, assigns, transfers, and sets over unto said Grantee, in consideration of $343,008.00, the following described real property ("Property") situate in the County of Mesa, State of Colorado:

Parcel No. 1

The West ½ of the Southwest ¼ of the Southwest ¼ of the Northeast ¼ of Section 24, Township 1 South, Range 1 West of the Ute Meridian;
EXCEPT the North 132 feet of the West 247.5 feet thereof;
ALSO EXCEPTING the West 12½ feet and the South 20 feet of the above land for road right-of-way; and being more particularly described as follows:

Commencing at the C¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
thence along the North line of the NW¼ SE¼ of said Section 24 S89°46'04"E 12.50 feet and N00°07'57"E to a point on the East right-of-way line of 27½ Road and on the North right-of-way line of C½ Road, being the True Point of Beginning;
thence continuing along the North line of said C½ Road, S89°46'04"E 317.50 feet;
thence N00°07'57" E 640.33 feet;
thence N89°48'56" W 82.50 feet;
thence S00°07'57" W 132.00 feet;
thence N89°48'56" W 235.00 feet to a point on the East right-of-way line of 27½ Road;
thence along said right-of-way line S00°07'57" W 508.07 feet to the point of beginning.

Parcel No. 2

A parcel of land situate in G.L.O. Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian;
and being more particularly described as follows:

Beginning at the C¼ of Section 24, Township1 South, Range 1 West, of the Ute Meridian;
thence along the North line of the NW¼ SW¼ of said Section 24 S89°46'04" E 367.65 feet;
thence S00°07'57" W 30.00 feet to the South right-of-way of C½ Road, being the True Point

of Beginning;
thence along said right-of-way S89°46'04" E 335.18 feet;
thence S33°58'56" W 457.11 feet to a point on the North bank of the Colorado River;
thence along and parallel with the Colorado River N55°58'04" W 97.06 feet;
thence N00°07'57" E 326.08 feet to the point of beginning.

Together with all appurtenances, and all ditches, ditch rights, carriage rights, water and water rights (whether direct flow, storage, underground, well, certificated, or contractual water rights) appurtenant to or presently or historically used in connection with the Property, if any.

Grantee and anyone claiming by, through, or under Grantee fully and irrevocably releases the Estate, its personal representatives, beneficiaries, employees, attorneys and agents, from any and all past, current, and future claims against the Estate and its personal representatives, beneficiaries, attorneys and agents for any cost, loss, liability, damage, expense, demand, action, or cause of action arising from or related to any defects, errors, omissions, or other conditions (including, for example, environmental matters) affecting the Property, or any portion of it.

EXECUTED June 2, 2006.

THE ESTATE OF MELVIN B. SEEVERS

By: Melvin B. Seevers Jr.
Melvin B. Seevers, Jr., Co-Personal Representative

By: Judy A. Workman RR
Judy A. Workman, Co-Personal Representative

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Melvin B. Seevers, Jr., as a Co-Personal Representative of the Estate of Melvin B. Seevers, Deceased.

WITNESS my hand and official seal.

My commission expires: 8-12-09.

Notary Public

JULIE HILTBRAND
NOTARY PUBLIC
STATE OF COLORADO

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by Judy A. Workman, as a Co-Personal Representative of the Estate of Melvin B. Seevers, Deceased.

WITNESS my hand and official seal.

My commission expires: 8-12-09.

Notary Public

M \Wp\7727\003\Contracts\Brady Deed (Estate) wpd

JULIE HILTBRAND
NOTARY PUBLIC
STATE OF COLORADO

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION TO COMMERCIAL AND A REZONE TO C-1 (LIGHT COMMERCIAL) FOR APPROXIMATELY 12.38 ACRES LOCATED AT 347 27 ½ ROAD, A VACANT PROPERTY ADJACENT TO THE EAST, AND 2757 C½ ROAD

Recitals

The applicant and owner, SLB Enterprises LLC ("Applicant") owns 12.38 acres of land at 347 27 ½ Road, an unaddressed property adjacent to the East, and 2757 C ½ Road, (collectively referred to herein and more fully described below as the "Property"), proposes an amendment to the Comprehensive Plan Future Land Use Map from Industrial and Commercial Industrial to Commercial and a rezone from Light Industrial (I-1) and Industrial/Office(I-O) to Light Commercial (C-1).

This ordinance amends the Comprehensive Plan and zones the Property to C-1.

The City Council finds, after a public hearing and review of the proposed Comprehensive Plan Future Land Use Map amendments and Rezone to Light Commercial (C-1), and determines that the Applicant has shown that that the applicable criteria of the Code are satisfied and that the requests to rezone and amend the Future Land Use Map are consistent with the purpose and intent of the Comprehensive Plan.

The City Council further finds that Comprehensive Plan map amendment from Industrial and Commercial/Industrial to Light Commercial on approximately 12.38 acres located at 347 27 ½ Road, an unaddressed property adjacent to the East, and 2757 C ½ Road, as shown on the attached Exhibit A is consistent with the vision, intent, goals and policies the Comprehensive Plan and has met one or more criteria for a Comprehensive Plan amendment, as further described in the Staff report introduced and admitted into the record.

The City Council finds that a C-1 zone district, as proposed in file RZN-2019-256, is consistent and conforms with

1) the Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies; and,

2) the rezoning criteria provided in GJMC §21.02.140; and,

3) the applicable corridor guidelines and other overlay districts.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Planning Commission reviewed the request for the proposed Comprehensive Plan Future Land Use Map amendments and Rezone to Light Commercial (C-1), and determined that each satisfies the applicable criteria of the Zoning and Development Code, is consistent with the purposes, intent, goals and

policies of the Comprehensive Plan, and are generally compatible with land uses located in the surrounding area, and recommended approval of:

1) A Comprehensive Plan Future Land Use Amendment from Industrial and Commercial Industrial to Commercial on approximately 12.38 acres located at 347 27 ½ Road, a vacant property adjacent to the east, and 2757 C ½ Road; and
2) A rezone to Light Commercial (C-1) for the Property as shown and described herein and on Exhibit A hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT AND REZONE ARE APPROVED:

A. This Ordinance applies to the following described property:

<u>Parcel 1 (2945-243-00-081) – 347 27 ½ Road</u>
All of Lot 3, EXCEPT the West 10 chains thereof in Section 24, Township 1 South, Range 1 West, Ute Meridian, and being more particularly described as follows:
Commencing at the C ¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
Thence along the North line of Government Lot 3 in said Section 24 S89°56'19" W 12.50 feet to a point on the West right-of-way line of 27 ½ Road, being the True Point of Beginning;
Thence continuing along said North line S89°56'19" W 652.12 feet;
Thence S00°06'53" E 534.28 feet to the North bank of the Colorado River, which is also the South line of Government Lot 3 in said Section 24;
Thence along said riverbank the following thirteen (13) courses:
1. S82°64'10" E 17.50 feet;
2. N73°04'18" E 49.98 feet;
3. N82°36'10" E 205.52 feet;
4. N84°59'11" E 36.42 feet;
5. N84°27'00" E 76.02 feet;
6. N75°18'35" E 56.11 feet;
7. N82°35'07" E 9.02 feet;
8. S52°59'28" E 9.53 feet;
9. N61°06'48" E 19.97 feet;
10. N70°44'38" E 63.80 feet;
11. N74°23'15" E 70.58 feet;
12. N81°19'12" E 30.61 feet;
13. N70°38'06" E 23.73 feet to the West right-of-way line of 27 ½ Road;
Thence along said right-of-way line N00°07'57" E 413.77 feet to the point of beginning.

<u>Parcel 2 (2945-244-00-080) – No Address Assigned</u>
The West 367.65 feet of all that part of Lot 2 in Section 24, Township 1 South, Range 1 West, Ute Meridian lying West of the drainage ditch of the Grand Junction Drainage District, and being more particularly described as follows:
Commencing at the C ¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian;
Thence S89°46'04" E 12.50 feet to a point on the East right-of-way line of 27 ½ Road,

Being the True Point of Beginning;
Thence S00°07’57” W 404.92 feet to the North Bank of the Colorado River, which is also the South line of Government Lot 2 in said Section 24;
Thence along said riverbank the following eight (8) courses;
1. S45°37’16” E 24.34 feet;
2. S62°32’16” E 33.07 feet;
3. N55°25’33” E 33.87 feet;
4. N89°54’00” E 153.40 feet;
5. N85°02’35” E 50.54 feet;
6. S87°09’05” E 12.51 feet;
7. N52°08’39” E 22.53 feet;
8. S84°02’41” E 46.74 feet;
Thence N00°07’57” E 403.55 feet to the North line of said Government Lot 2;
Thence along said North line N89°46’04” W 355.15 feet to the point of beginning

Parcel 3 2945-244-00-202 – 2757 C ½ Road
A parcel of land situated in G.L.O Lot 2, Section 24, Township 1 South, Range 1 West of the Ute Meridian;
And being particularly described as follows:
Beginning at the C ¼ of Section 24, Township 1 South, Range 1 West, of the Ute Meridian; thence along the North line of the NW1/4SW 1/4 of said Section 24 S89°46’04” E 367.65 feet;
Thence S00°07’57” W 30.00 feet to the South right-of-way of C ½ Road, being the True Point of Beginning:
Thence along said right-of-way S89°46’04” E 335.18 feet;
Thence S 33°58’56” W 457.11 feet to a point on the North bank of the Colorado River;
Thence along and parallel with the Colorado River N55°58’04” W 97.06 feet;
Thence N00°07’57” E 326.08 feet to the point of beginning

Collectively the Property, consisting of three parcels containing an area of 12.38 acres, as herein described.

Introduced for first reading on this 17th day of July, 2019 and ordered published in pamphlet form.

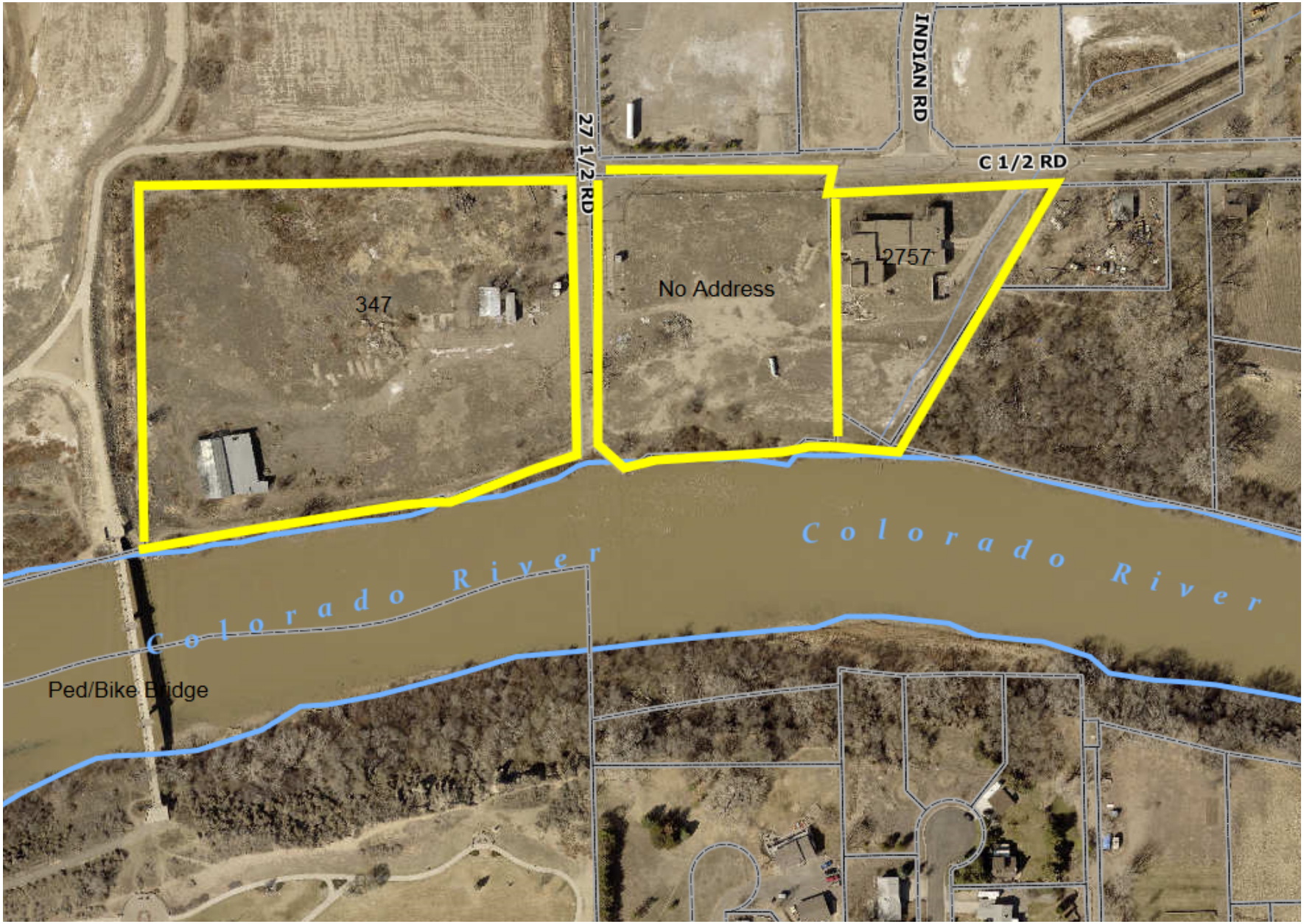
PASSED and ADOPTED this 7thday of August, 2019 and ordered published in pamphlet form.

ATTEST:

_____
President of City Council

_____
City Clerk

EXHIBIT A


INDIAN RD
27 1/2 RD
C 1/2 RD
347
No Address
2757
Colorado River
Colorado River
Ped/Bike Bridge

Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: August 7, 2019

Presented By: Scott D. Peterson, Senior Planner

Department: Community Development

Submitted By: Scott D. Peterson, Senior Planner

Information

SUBJECT:

Resolution to Vacate Four Separate Public Utility, Drainage and Sanitary Sewer Easements and Ordinance to Vacate Portion of the W Indian Creek Drive Right-of-Way and Temporary Turnaround Identified in the Pepper Tree Filing No. Three Subdivision Plat, Located at the South End of W Indian Creek Drive

RECOMMENDATION:

The Planning Commission heard this item at their June 25, 2019 meeting and recommended approval (6-0).

EXECUTIVE SUMMARY:

The Applicant, Ronald Vincent, is requesting the vacation of portions of public Right-of-Way (1,938 sq. ft.) and a Temporary Turn Around and also the vacation of four (4) separate publicly dedicated Utility, Drainage and Sanitary Sewer Easements located within and/or abutting the land area of the proposed Pepper Ridge Subdivision. These easements and rights-of-way were granted for the purpose of serving the Pepper Tree Subdivision which was platted and developed in 1982.

The Applicant is currently in the process of a Preliminary/Final Subdivision Plan Review to develop a residential subdivision adjacent to Pepper Tree Subdivision and is proposing to create 25 single-family attached dwelling units and lots on a total of 3.31 acres in an existing R-8 (Residential – 8 du/ac) zone district. During the review process for the new subdivision proposal, it was determined that a portion of existing right-of-way (1,938 sq. ft.) may be vacated with the design of the new subdivision redirecting the roadway in the new subdivision. Four (4) separate publicly dedicated Utility, Drainage and Sanitary Sewer Easements may also be vacated in order to

accommodate the future property lines and building locations with new easements and/or right-of-way being granted to the City to accommodate the location of the utilities, including sanitary sewer and drainage for the new subdivision and the Pepper Tree Subdivisions. There is currently an existing sanitary sewer main located within the two (2) Sanitary Sewer Easements, however a new sanitary sewer main will be constructed and rerouted within the proposed new street right-of-way to be granted to the City as part of the subdivision development. The other utility and drainage easements and right-of-way requested for vacation do not contain utility infrastructure. The new development will account for any drainage and utilities that would otherwise have been included in the easements if not vacated.

BACKGROUND OR DETAILED INFORMATION:

The 3.13 acres of property proposed for the Pepper Ridge Subdivision is currently vacant, however the Applicant is currently in the review process for a Preliminary/Final Subdivision Plan to develop 25 single-family attached dwelling units/lots on the property. Based on the Applicant's plan for development, the current location of the existing sanitary sewer and utility, drainage easements, the existing easements would interfere with the desired placement of the residential units and lot lines. Therefore, the Applicant is requesting the vacations of the easements and right-of-way located on the property and to dedicate new easements and new ROW to accommodate existing and proposed infrastructure as proposed on the draft subdivision plat to avoid the anticipated building locations and lot lines. In addition, the Applicant would be acting to clean-up encumbrances on the property by removing excess easements from the property that are no longer necessary.

The subject property of 3.31 acres is located south of the existing Pepper Tree Subdivision and currently contains a 15-foot wide Utility & Drainage Easement located along the east property line (Easement #1 as identified on the Improvement Survey Plat), a 15-foot wide Drainage Easement that bisects the property (Easement #2), a Sanitary Sewer Easement that is located along the south and west property lines (Easement #3) and a 20-foot wide Sanitary Sewer Easement that also bisects the property (Easement #4). The existing 15-foot wide Utility & Drainage Easement located along the east property line was dedicated by separate instrument to the City of Grand Junction in August, 1982 (Book 1385, Page 731) for the use and maintenance of utilities and drainage. Correspondingly, the existing 15-foot wide Drainage Easement that bisects that property was also dedicated by separate instrument to the City of Grand Junction in August, 1982 (Book 1385, Page 732) for the use and maintenance of utilities and drainage.

The two Sanitary Sewer Easements were recorded in July, 1982 in Book 1384, Page 473 and Book 1384, Page 474 respectfully for the use and maintenance of sanitary sewer mains and dedicated to the Central Grand Valley Sanitation District which has since dissolved with the City of Grand Junction taking over its infrastructure. Currently,

these sanitary sewer mains are in use, however, a new sanitary sewer main is proposed to be constructed and rerouted within a new street right-of-way (an extension of W. Indian Creek Drive) as part of the subdivision development for Pepper Ridge. In addition, the new sanitary sewer line would be located within a new right-of-way rather than within an easement. The existing sanitary sewer main shall be required to be reconstructed within the new right-of-way location. Staff is recommending as a condition of approval that the two (2) sanitary sewer easements requested to be vacated be conditioned upon the new sanitary sewer main being installed within the proposed new publicly dedicated right-of-way as identified on the proposed subdivision plat or otherwise granted easement(s) for its location to the City as all approved by the City with proper abandonment of the sewer main in the easements requested to be vacated.

For the portion of right-of-way vacation, the Applicant is proposing as part of their subdivision platting a new roadway in a slightly re-aligned configuration of W. Indian Creek Drive. This realignment will create 1,938 sq. ft. (0.04 acres) of excess right-of-way from the original alignment. The ROW to be vacated was platted as part of the Pepper Tree, Filing No. Three Subdivision as recorded in Book 13, Page 192. This area of right-of-way contains no existing utility infrastructure with the exception of existing asphalt and curbing which the applicant will be responsible for removing.

The Temporary Turn Around easement was intended to terminate with future filings of Pepper Tree Subdivision plat, yet the additional plats continued to show the easement. The last plat recorded specifically referred to the Temporary Turnaround easement as existing. The turnaround will no longer be needed if the proposed right-of-way is granted to the City so staff is recommending the City's interest be terminated with the condition that the proposed right-of-way or otherwise acceptable right-of-way to the City be granted.

The other two utility and drainage easements along with the requested right-of-way vacations, contain no utility infrastructure. New easements as necessary for the utility and drainage infrastructure for the new subdivision would be dedicated as necessary on the plat or by separate instrument.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting is not required for an easement or right-of-way vacation and no utility companies voiced opposition to the proposed vacation requests as part of the Preliminary/Final Subdivision Plan applications (City file # SUB-2019-3).

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application

sign on March 8, 2019. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on June 12, 2019. The notice of the public hearing for the Planning Commission meeting was published June 18, 2019 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review is set forth in Section 21.02.100 (c) of the Zoning and Development Code. The purpose of this section is to permit the vacation of surplus rights-of-way and/or easements.

(1) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City;

The request to vacate existing public easements and rights-of-way does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan or other adopted plans and policies of the City. Vacation of these easements and rights-of-way will have no impact on public facilities or services provided to the general public since new easements and rights-of-way are required to be granted to the City as part of the development of the Pepper Ridge Subdivision and the existing sanitary sewer main will be rerouted and relocated within the new publicly dedicated right-of-way for W. Indian Creek Drive as a condition of approval.

Further, the vacation request is consistent with the following goals and policies of the Comprehensive Plan:

Goal 1 / Policy C: The City will make land use and infrastructure decisions consistent with the goal of supporting and encouraging the development of centers.

Goal 11 / Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

Therefore, staff has found this criterion has been met.

(2) No parcel shall be landlocked as a result of the vacation;

This request is to vacate existing publicly dedicated easements and small portions of existing right-of-way. As such, no parcels will be landlocked as a result of the proposed vacation requests. Therefore, staff has found this criterion has been met.

(3) Access to any parcel shall be not be restricted to the point where access is

unreasonable, economically prohibitive, or reduces or devalues any property affected by the proposed vacation;

These vacation requests do not impact access to any parcel and as such, staff finds this criterion has been met.

(4) There shall be no adverse impacts on the health, safety, and/or welfare of the general community, and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g., police/fire protection and utility services;

A new and re-routed sanitary sewer main will be constructed within the new dedicated right-of-way as identified on the proposed subdivision plat and new drainage and utility easements as well as right-of-way, as necessary will also be identified/dedicated on the subdivision plat or by separate instrument. No comments concerning the proposed vacations were received from the utility review agencies or the adjacent property owners indicating issue or adverse impacts related to this request or the quality of services provided to the property.

Staff therefore finds this criterion has been met.

(5) The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 GJMC; and

A new/re-routed sanitary sewer main will be constructed within the new publically dedicated right-of-way as identified on the subdivision plat and new right-of-way, drainage and utility easements will also be identified/dedicated as necessary. Neither staff nor utility providers have identified that this request will inhibit the provision of adequate public facilities and services.

Staff finds that this criterion has been met.

(6) The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

Maintenance requirements for the City will not substantially change as a result of the proposed vacations as the existing sanitary sewer main will be re-routed into the new right-of-way for W. Indian Creek Drive. With the elimination of existing easements with the granting of any new necessary easements, the Applicant can develop the property as needed to avoid the impact to the anticipated building locations and lot development and will also serve as a general clean-up of the property by removing excess easements from the property that are no longer necessary, which will benefit the Applicant's overall site development. As such, Staff finds that this criterion has been met.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Pepper Ridge Subdivision Vacation of Rights-of-Way and Public Utility, Drainage and Sanitary Sewer Easements requests, VAC-2019-314 and VAC-2019-315, located at the south end of W. Indian Creek Drive, the following findings of fact have been made with the recommended conditions of approval:

The requests conform with Section 21.02.100 (c) of the Zoning & Development Code.

The requested vacations do not conflict with the goals and policies of the Comprehensive Plan.

Condition 1. Prior to recording of a resolution vacating the two Sanitary Sewer Easements, an approved sanitary sewer main will be reconstructed/re-routed to be located within the right-of-way of W. Indian Creek Drive or as otherwise approved by the City, consistent with City standards. Said right-of-way shall be conveyed, either by separate instrument or on a subdivision plat.

Condition 2. Prior to recording of an ordinance vacating the portions of public rights-of-way located at the south end of W. Indian Creek Drive, new right-of-way shall be granted to the City that connects W. Indian Creek Drive to Presley Avenue either by separate instrument or on a subdivision plat.

Therefore, Staff recommends conditional approval of the requested vacations.

FISCAL IMPACT:

There is no fiscal impact related to the right-of-way vacation request as the property owner/developer will be dedicating new right-of-way for West Indian Creek Drive as part of their subdivision development. Also, the land use action concerning the vacation of the public easements would not have any direct fiscal impact. Maintenance requirements for the City will not substantially change as new/additional pipe will be rerouted and new easements, if applicable will be dedicated.

SUGGESTED MOTION:

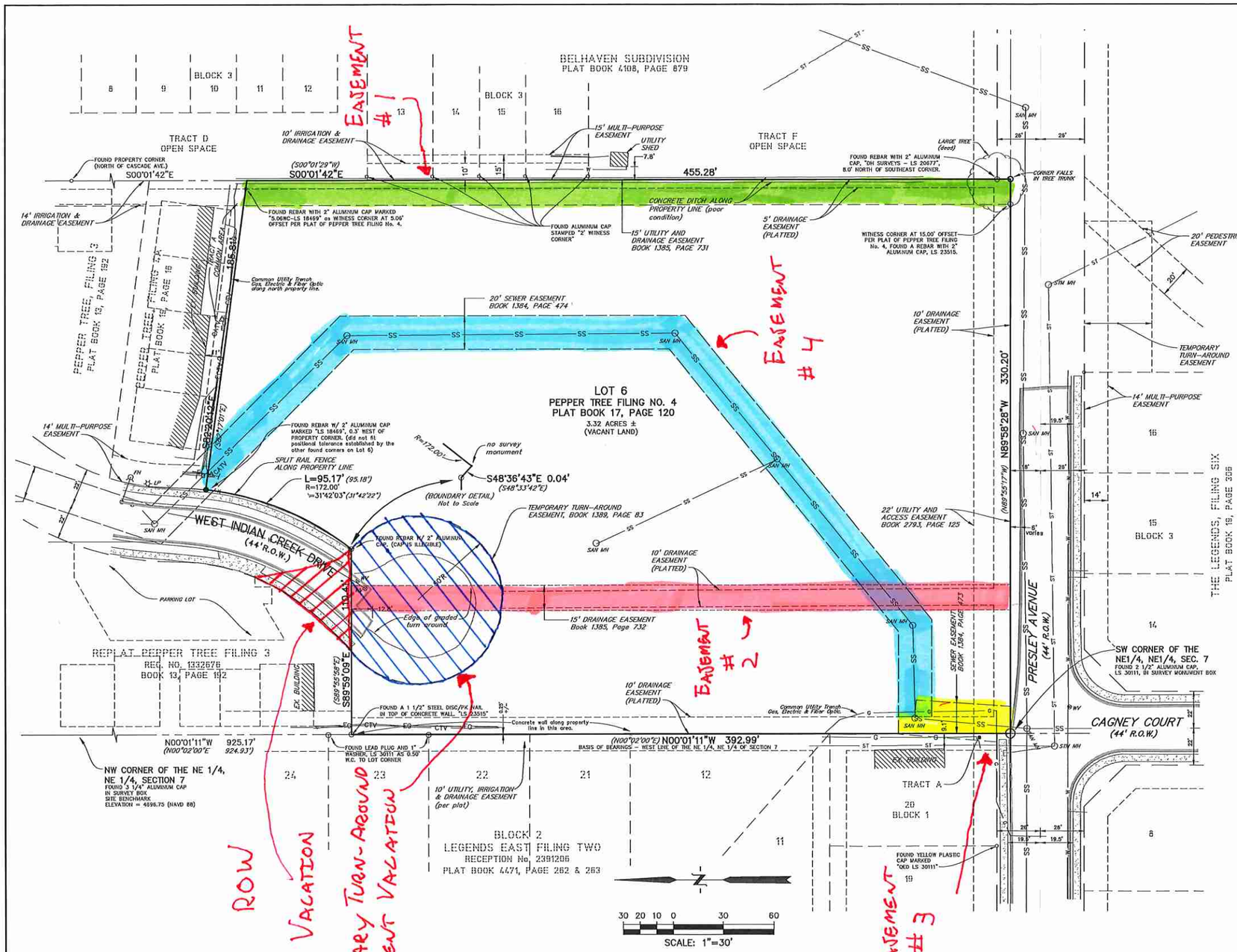
I move to (adopt/deny) Ordinance No. 4865, an ordinance vacating a portion of the West Indian Creek Drive right-of-way and a temporary turnaround identified within the Pepper Tree Filing No. Three Subdivision Plat, located at the south end of West Indian Creek Drive on final passage and order final publication in pamphlet form and (adopt/deny) Resolution No. 47-19, a resolution vacating portions of utility, drainage and sanitary sewer easements, located within the proposed Pepper Ridge Subdivision, located at the south end of West Indian Creek Drive.

Attachments

1. Site Location & Aerial Photo Maps
2. Improvement Survey Plat - Easement Locations (2)
3. Vacation Resolution
4. Vacation Ordinance

Site Location Map
Patterson Road
PATTERSON RD
Belhaven Subd.
Pepper Tree Subd.
Legends East Subd.
Project Site
29 Road
NAPLES DR
RAVENNA CT
LEGENDS WAY
W INDIAN CREEK DR
CASCADE AVE
BELHAVEN WAY
PACINO WAY
SINATRA WAY
SOPHIA WAY
NORMA JEAN ST
PRESLEY AVE
GRAFF MEADOWS DR
INDIAN WASH

Aerial Photo Map
Proposed Site
SINATRA WAY
SOPHIA WAY
PRESLEY AVE
BELHAVEN WAY
INDIAN WASH



LEGEND

( ) ..... RECORD DIMENSION PER THE PLAT OF PEPPER TREE FILING No. 4, RECEPTION No. 1911395

FOUND SURVEY MONUMENT AS INDICATED ..... ○

SANITARY SEWER LINE ——SS——
STORM SEWER LINE ——ST——
WATER LINE ——W——
PROPERTY LINE
EASEMENT
RIGHT-OF-WAY

FH ..... FIRE HYDRANT
SAN MH ..... SANITARY SEWER MANHOLE
STM MH ..... STORM SEWER MANHOLE
LP ..... LIGHT POLE
WV ..... WATER VALVE
WM ..... WATER METER
E ..... ELECTRICAL RISER
CATV ..... CABLE T.V. RISER

LEGAL DESCRIPTION:

LOT 6, PEPPER TREE, FILING NO. 4, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO.

SURVEYORS CERTIFICATION:

TO: RONALD D. VINCENT
LAND TITLE GUARANTEE COMPANY

I, PATRICK C. O'HEARN, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS IMPROVEMENT SURVEY PLAT IS BASED UPON A MONUMENTED LAND SURVEY THAT WAS PREPARED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT: (1) EXCEPT AS SHOWN, THE IMPROVEMENTS ON THE HEREON DESCRIBED PARCEL, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL; (2) THAT EXCEPT AS SHOWN OR NOTED HEREON, THERE ARE NO VISIBLE ENCROACHMENTS ON THE DESCRIBED PREMISES BY ANY IMPROVEMENTS ON ANY ADJOINING PROPERTY AND THERE IS NO APPARENT SURFACE EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING OF ANY PART OF SAID PARCEL; (3) THE IMPROVEMENTS, ARE BASED UPON THE RESULTS OF A FIELD SURVEY PERFORMED ON NOVEMBER 27-28, 2018 AND THE RESULTANT SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESS OR IMPLIED.

COLORADO REGISTERED PATRICK C. O'HEARN 23515 PROFESSIONAL LAND SURVEYOR

12/06/18

PATRICK C. O'HEARN PLS 23515
FOR AND ON BEHALF OF
DREXEL, BARRELL & CO.
DECEMBER 06, 2018

SURVEY NOTES:

1. "NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY 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".

2. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES AS NAMED IN THE CERTIFICATE AS SHOWN HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY OR PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

3. THE BEARINGS AS SHOWN HEREON ARE BASED UPON THE CONSIDERATION THAT THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, IS ASSUMED TO BEAR NORTH 00°01'11" WEST. SAID LINE IS MONUMENTED AS SHOWN HEREON. THIS INFORMATION IS BASED INFORMATION CONTAINED IN THE MESA COUNTY SURVEY INFORMATION MANAGEMENT SYSTEM, USING THEIR PUBLISHED COORDINATES FOR POINTS T0375 AND T0265.

4. THE LINEAL UNIT OF MEASURE IS THE U.S. SURVEY FOOT.

5. THE UNDERSIGNED HAS RELIED, UPON LAND TITLE GUARANTEE COMPANY, A "IBD" COMMITMENT FOR TITLE INSURANCE, ORDER GJF65037136, HAVING AN EFFECTIVE DATE SEPTEMBER 21, 2018 AT 5:00 P.M., FOR THE PROPERTY DESCRIPTION, OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACROSS SAID PREMISES. THE SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP AND EASEMENTS OF RECORD.

6. BURIED UTILITIES: THE LOCATION OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, GAS LINES, ELECTRIC LINES, FIBER OPTIC LINES, TELEPHONE/TELECOMMUNICATION/CABLE TELEVISION LINES, IRRIGATION LINES, WATER MAINS AND SERVICES, STORM DRAINAGE LINES AND SANITARY SEWER LINES/SERVICES ARE SHOWN PER VISIBLE SURFACE EVIDENCE OF SAID UTILITIES ALONG WITH MARKINGS PROVIDED BY A UTILITY LOCATING SERVICE. IF MORE ACCURATE LOCATIONS OR CONFIRMATION OF THE LOCATION OF UNDERGROUND UTILITY LOCATIONS IS REQUIRED, THEY WILL HAVE TO BE VERIFIED BY ACTUAL FIELD POTHOLING AND EXPOSING THE UTILITIES. DREXEL, BARRELL & CO. AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.

TITLE COMMITMENT NOTES:

IN REGARDS TO SCHEDULE B-SECTION II, EXCEPTIONS FROM COVERAGE, CONTAINED IN THE HEREON REFERENCED TITLE COMMITMENT: THE FOLLOWING SURVEY COMMENTS PERTAIN SOLELY TO THE LOCATION OR THE ABILITY TO PLOT THE LOCATION OF THOSE MATTERS DISCLOSED THEREIN. THE NUMBERED COMMENT CORRESPONDS WITH THE NUMBERED EXCEPTION REFERENCED IN SAID SCHEDULE B-2.

ITEMS 1-7: ARE NOT ADDRESSED OR ARE NOT ABLE TO BE PLOTTED ON THIS SURVEY.

ITEM 8: RIGHTS OF WAY FOR DITCHES OR CANALS OR RESERVATIONS FOR MINERAL RIGHTS RESERVED IN THAT UNITED STATES PATENT RECORDED IN BOOK 11 AT PAGE 515 ARE NOT ADDRESSED BY THE SURVEY OTHER THAN THE DEPICTION OF THE LOCATION OF AN EXISTING IRRIGATION DITCH THAT IS LOCATED ALONG THE EAST PROPERTY LINE.

ITEM 9: THAT EASEMENT DESCRIBED IN BOOK 1384 AT PAGE 473 IS PLOTTED ON THE SURVEY.

ITEM 10: THAT EASEMENT DESCRIBED IN BOOK 1384 AT PAGE 474 IS PLOTTED ON THE SURVEY.

ITEM 11: THAT EASEMENT DESCRIBED IN BOOK 1385 AT PAGE 731 IS PLOTTED ON THE SURVEY.

ITEM 12: THAT EASEMENT DESCRIBED IN BOOK 1385 AT PAGE 732 IS PLOTTED ON THE SURVEY.

ITEM 13: THAT EASEMENT DESCRIBED IN BOOK 1389 AT PAGE 83 IS PLOTTED ON THE SURVEY.

ITEM 14: MATTERS PERTAINING TO THOSE SUBDIVISION IMPROVEMENT AGREEMENTS RECORDED IN BOOK 1390 AT PAGES 355 AND 356 ARE NOT ADDRESSED BY THE SURVEY.

ITEM 15: MATTERS PERTAINING TO THOSE RESTRICTIVE COVENANTS RECORDED IN BOOK 1992 AT PAGE 751 AND BOOK 2809 AT PAGE 697 ARE NOT ADDRESSED BY THE SURVEY.

ITEM 16: THOSE EASEMENTS ON THE PLAT OF PEPPERTREE FILING No. 4 ARE SHOWN HEREON.

ITEM 17: THAT EASEMENT DESCRIBED IN BOOK 2793 AT PAGE 125 IS PLOTTED ON THE SURVEY.

ITEM 18: THE ORDER FOR THE DISSOLUTION OF THE GRAND VALLEY SANITATION DISTRICT IS NOT ADDRESSED BY THE SURVEY.

IMPROVEMENT SURVEY PLAT OF LOT 6, PEPPER TREE FILING NO. 4. LOCATED IN THE NE1/4 OF SECTION 7, T1S, R1E OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO.

Drexel, Barrell & Co. Engineers/Surveyors
1800 30TH STREET BOULDER, COLORADO 80301 (303) 442-4338
8 SOUTH 7TH STREET COLORADO SPRINGS, COLORADO 80905 (719) 260-0687

Revisions – Date	Date 12/06/18	Drawn By SC-CG	Job No. 20005-00
	Scale 1" = 30'	Checked By PCO	Drawing No. 2058420005 ISP

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO.

A RESOLUTION VACATING PORTIONS OF UTILITY, DRAINAGE AND SANITARY SEWER EASEMENTS LOCATED WITHIN THE PROPOSED PEPPER RIDGE SUBDIVISION

LOCATED AT THE SOUTH END OF W. INDIAN CREEK DRIVE

RECITALS:

A vacation of portions of publically dedicated Utility, Drainage and Sanitary Sewer Easements has been requested by the developer, Ronald Vincent in anticipation of further subdividing and developing the property for future residential development for the proposed Pepper Ridge Subdivision. The applicant's request is to vacate portions of the existing Utility & Drainage Easements and separate Sanitary Sewer Easements and relocate and reroute the existing sanitary sewer main/pipe within the proposed new street right-of-way (an extension of W. Indian Creek Drive) as part of the subdivision development for Pepper Ridge Subdivision. The applicant would grant new easements as necessary on the proposed subdivision plat to avoid the anticipated building locations and lot lines and also by doing a general clean-up of the property by removing excess easements from the property that are no longer necessary.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate public Utility, Drainage and Sanitary Sewer Easements with conditions are consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning & Development Code.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The following described portions of publicly dedicated Utility, Drainage and Sanitary Sewer Easements are hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Resolution, any easement documents and/or dedication documents.

2. The vacation of the sanitary sewer easements are conditioned upon a new sanitary sewer main/pipe being rerouted and installed in accordance with City standards within new right-of-way granted to the City in a location approved by the City either by separate instrument or on a subdivision plat.

Easement #1: Portion of 15’ Utility & Drainage Easement to be vacated:

A PART OF THAT 15-FOOT-WIDE UTILITY AND DRAINAGE EASEMENT DESCRIBED IN BOOK 1385 AT PAGE 731 IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID 15-FOOT-WIDE UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 6 OF PEPPER TREE FILING No. 4, A SUBDIVISION RECORDED AT RECEPTION NUMBER 1911395, SAID MESA COUNTY RECORDS.

Easement #2: Portion of 15’ Drainage Easement to be vacated:

A PART OF THAT 15-FOOT-WIDE SANITARY SEWER EASEMENT DESCRIBED IN BOOK 1385 AT PAGE 732 IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID 15-FOOT-WIDE DRAINAGE EASEMENT LYING WITHIN LOT 6 OF PEPPER TREE FILING No. 4, A SUBDIVISION RECORDED AT RECEPTION NUMBER 1911395, SAID MESA COUNTY RECORDS.

Easement #3: Sanitary Sewer Easement to be vacated:

A PART OF THAT SANITARY SEWER EASEMENT DESCRIBED IN BOOK 1384 AT PAGE 473 IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID SANITARY SEWER EASEMENT LYING WITHIN LOT 6 OF PEPPER TREE FILING No. 4, A SUBDIVISION RECORDED AT RECEPTION NUMBER 1911395, SAID MESA COUNTY RECORDS.

Easement #4: Portion of 20’ Sanitary Sewer Easement to be vacated:

A PART OF THAT 20-FOOT-WIDE SANITARY SEWER EASEMENT DESCRIBED IN BOOK 1384 AT PAGE 474 IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1

EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID 20-FOOT-WIDE SANITARY SEWER EASEMENT LYING WITHIN LOT 6 OF PEPPER TREE FILING No. 4, A SUBDIVISION RECORDED AT RECEPTION NUMBER 1911395, SAID MESA COUNTY RECORDS.

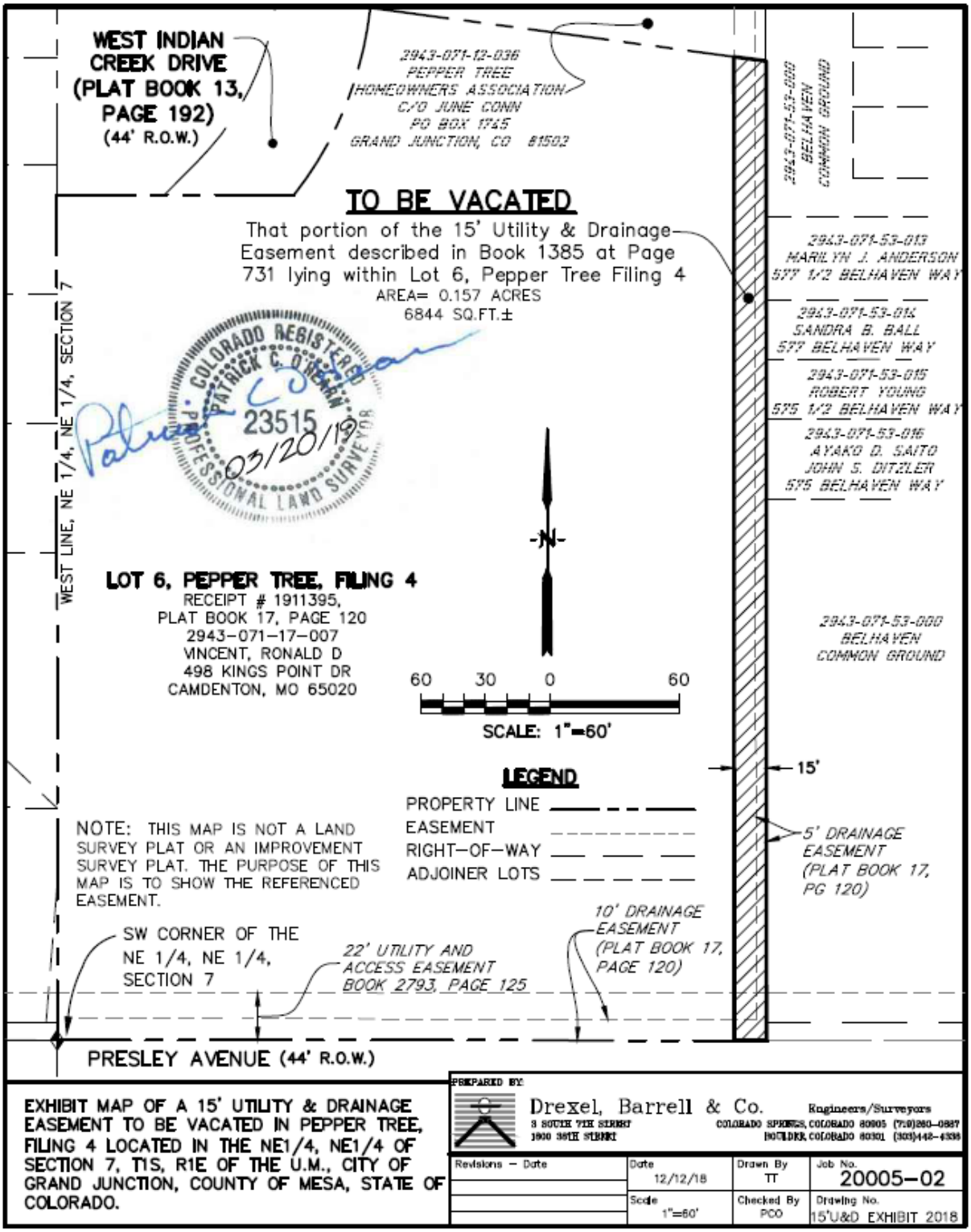
PASSED and ADOPTED this _____ day of _____, 2019

ATTEST:

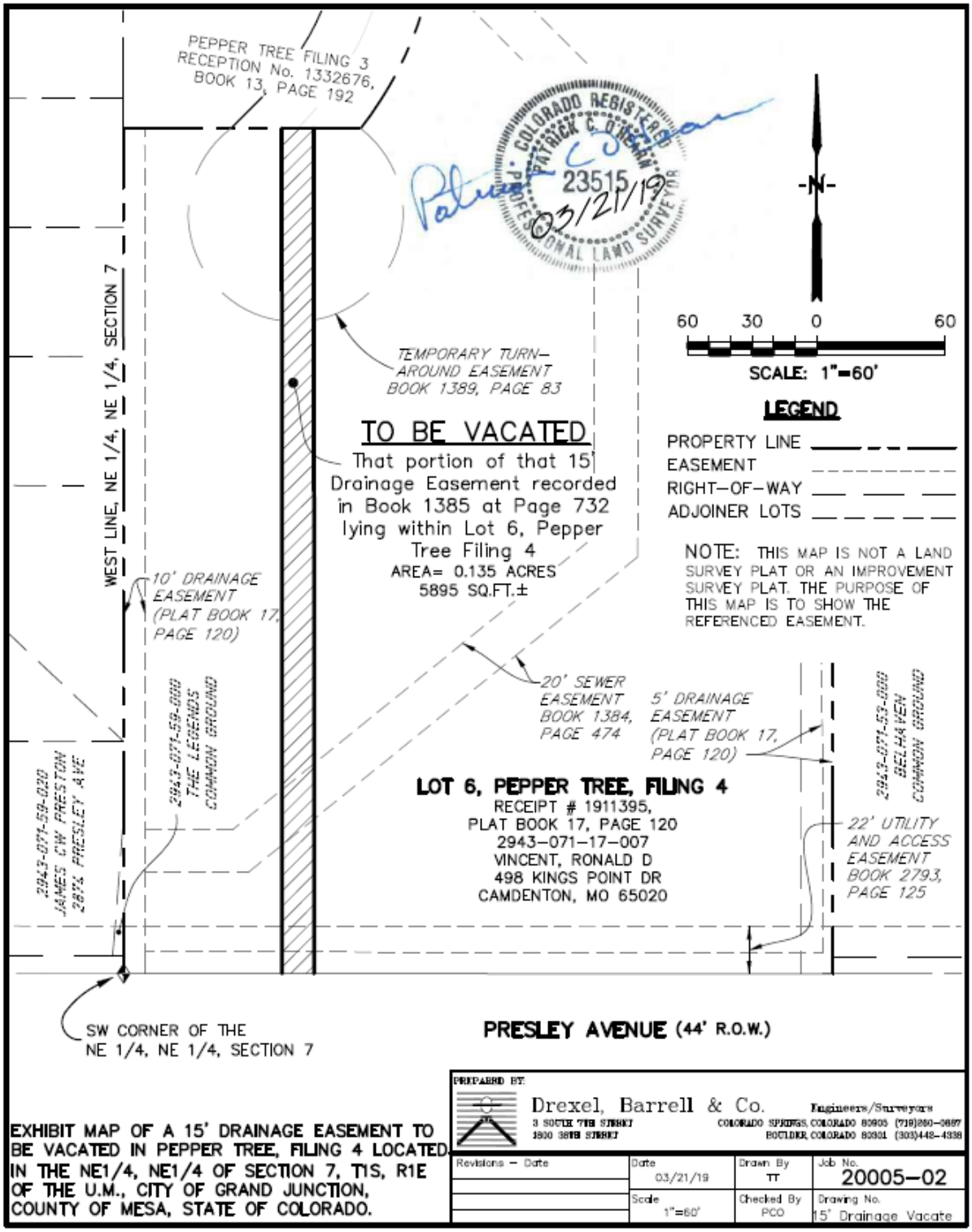
_____
President of City Council

_____
City Clerk

Easement #1: Portion of 15' Utility & Drainage Easement



Easement #2: Portion of 15' Drainage Easement



Easement #3: Sanitary Sewer Easement

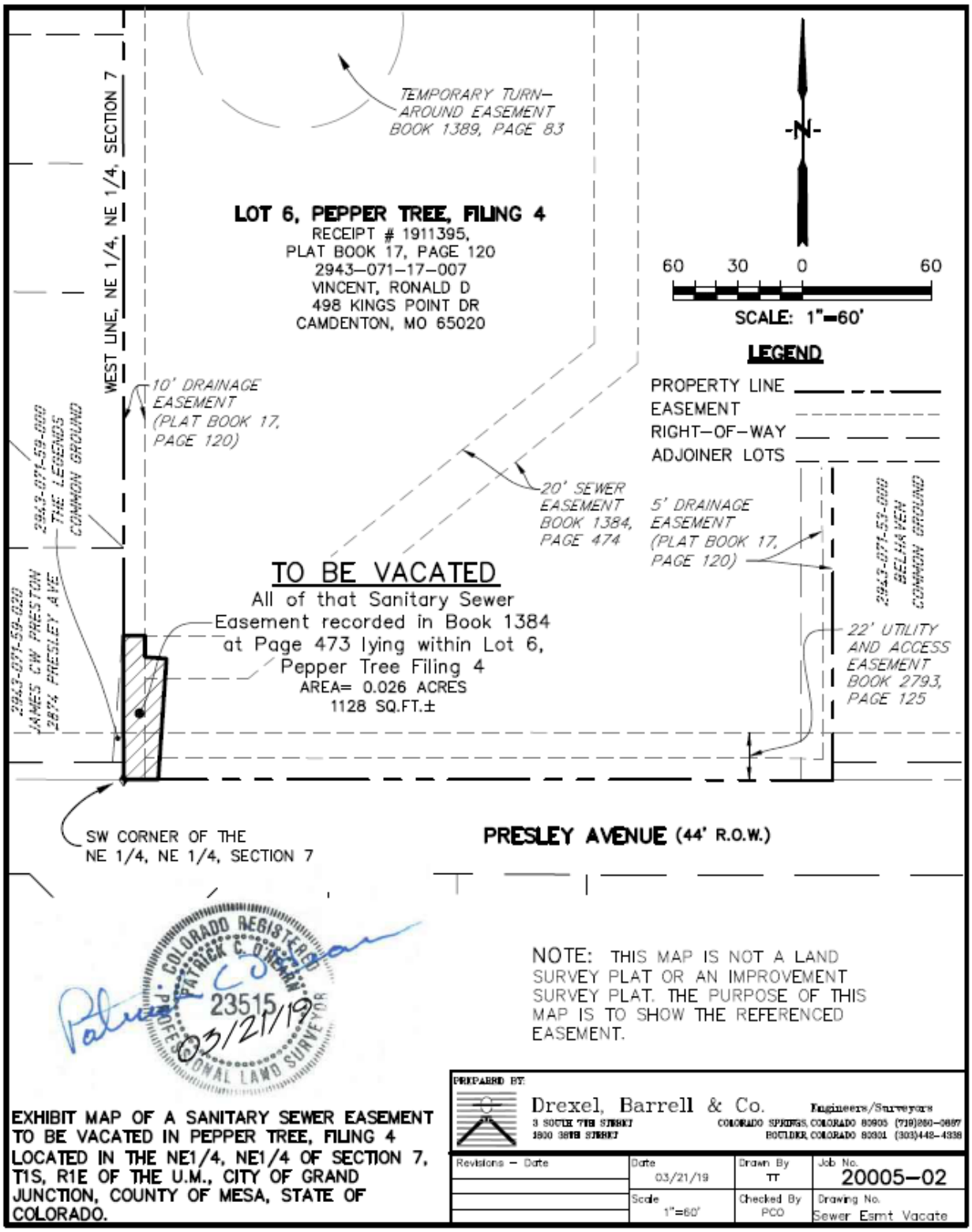
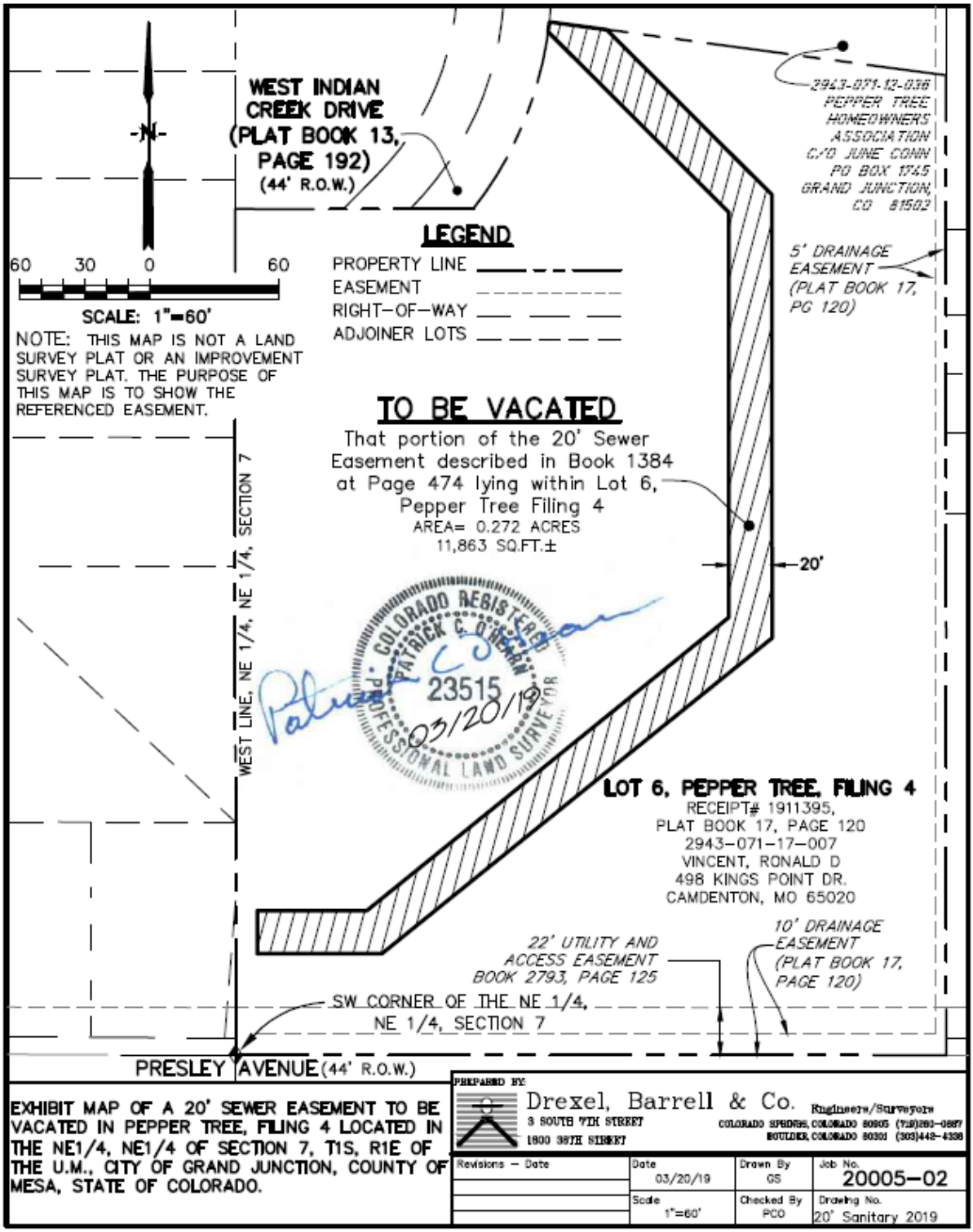


EXHIBIT MAP OF A SANITARY SEWER EASEMENT TO BE VACATED IN PEPPER TREE, FILING 4 LOCATED IN THE NE1/4, NE1/4 OF SECTION 7, T1S, R1E OF THE U.M., CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO.

Easement #4: Portion of 20' Sanitary Sewer Easement



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF THE WEST INDIAN CREEK DRIVE RIGHT-OF-WAY AND A TEMPORARY TURNAROUND IDENTIFIED WITHIN THE PEPPER TREE FILING NO. THREE SUBDIVISION PLAT

LOCATED AT THE SOUTH END OF WEST INDIAN CREEK DRIVE

Recitals:

A vacation of a portion of right-of-way for W. Indian Creek Drive and a Temporary Turnaround has been requested by the developer, Ronald Vincent in anticipation of further subdividing and developing the abutting property to the south for future residential development for the proposed Pepper Ridge Subdivision. The applicant is proposing a slight re-alignment of the right-of-way from the current platted right-of-way for W. Indian Creek Drive in conjunction with the development of Pepper Ridge Subdivision. The re-alignment will create 1,938 sq. ft. (0.04 acres) of excess right-of-way that was platted as part of the Pepper Tree, Filing No. Three subdivision as recorded in Plat Book 13, Page 76. With the grant of new right-of-way as proposed, the Temporary Turnaround Easement on Lot 6 of Pepper Tree Filing No. 4 as recorded in the Mesa County Public records in Plat Book 17 at Page 120 will no longer be necessary. These areas of right-of-way contain no existing utility infrastructure.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, and upon recommendation of approval by the Planning Commission, the Grand Junction City Council finds that the request to vacate certain rights-of-way dedicated and/or appearing within the Pepper Tree Filing No. Three subdivision plat is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE FOLLOWING DESCRIBED DEDICATED RIGHT-OF-WAY IS HEREBY VACATED SUBJECT TO THE LISTED CONDITIONS:

1. Applicant shall pay all recording/documentary fees for the Vacation Ordinance, any right-of-way/easement documents and/or dedication documents.

2. Prior to recording of an ordinance vacating the portions of public rights-of-way located at the south end of W. Indian Creek Drive, new right-of-way shall be granted to the City that connects W. Indian Creek Drive to Presley Avenue either by separate instrument or on a subdivision plat.

A PORTION OF THE RIGHT-OF-WAY FOR WEST INDIAN CREEK DRIVE, DEDICATED ON THE FINAL PLAT OF PEPPER TREE FILING No. THREE, A SUBDIVISION RECORDED AT RECEPTION NUMBER 1332676 IN THE RECORDS OF THE OFFICE OF THE MESA COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 1 EAST OF THE UTE MERIDIAN, CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

"**COMMENCING**" AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND CONSIDERING THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER TO BEAR NORTH 00°01'11" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 00°01'11" WEST, ALONG SAID WEST LINE, A DISTANCE OF 392.99 FEET TO THE SOUTHWEST CORNER OF SAID PEPPER TREE FILING No. THREE;

THENCE SOUTH 89°59'09" EAST, ALONG THE SOUTHERLY LINE OF SAID PEPPER TREE FILING No. 3, A DISTANCE OF 50.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WEST INDIAN CREEK DRIVE AND THE "**POINT OF BEGINNING**";

THENCE NORTH 44°58'46" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.97 FEET TO A POINT OF CURVE;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°47'55, A RADIUS OF 128.00 FEET, AN ARC LENGTH OF 75.51 FEET AND A CHORD WHICH BEARS NORTH 28°04'48" EAST, A DISTANCE OF 74.42 FEET TO A NON-TANGENT POINT;

THENCE SOUTH 04°47'16" EAST, A DISTANCE OF 32.11 FEET TO A POINT OF CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16°54'11", A RADIUS OF 156.50 FEET, AN ARC LENGTH OF 46.17 FEET, AND A CHORD WHICH BEARS SOUTH 13°14'22" EAST, A DISTANCE OF 46.00 FEET TO A NON-TANGENT POINT OF CURVE ON THE SOUTHERLY LINE OF SAID PEPPER TREE FILING No. 3, WHENCE THE RADIUS POINT BEARS NORTH 53°47'59" WEST;

THENCE ALONG SAID SOUTHERLY LINE OF PEPPER TREE FILING NO. THREE THE FOLLOWING 3 (three) COURSES:

1) SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°51'49", A RADIUS OF 172.00 FEET, AN

ARC LENGTH OF 5.59 FEET AND A CHORD WHICH BEARS S 37°07’55” WEST, A DISTANCE OF 5.59 FEET TO A NON-TANGENT POINT;

2) NORTH 48°36’43” WEST, A DISTANCE OF 0.04 FEET;

3) NORTH 89°59’09” WEST, A DISTANCE OF 60.37 FEET TO THE “**POINT OF BEGINNING**”.

CONTAINING 0.044 ACRES OR 1938 SQUARE FEET, MORE OR LESS.

Along with the Temporary Turn Around Easement granted to the City of Grand Junction in the document recorded in the Mesa County Clerk and Recorder’s records in Book 1389 at Page 83 and as last depicted on Pepper Tree Filing No. Four plat recorded in the Mesa County Clerk and Recorder’s records in Plat Book No. 17 at Page 120.

See Exhibit A.

Introduced on first reading this 17th day of July, 2019 and ordered published in pamphlet form.

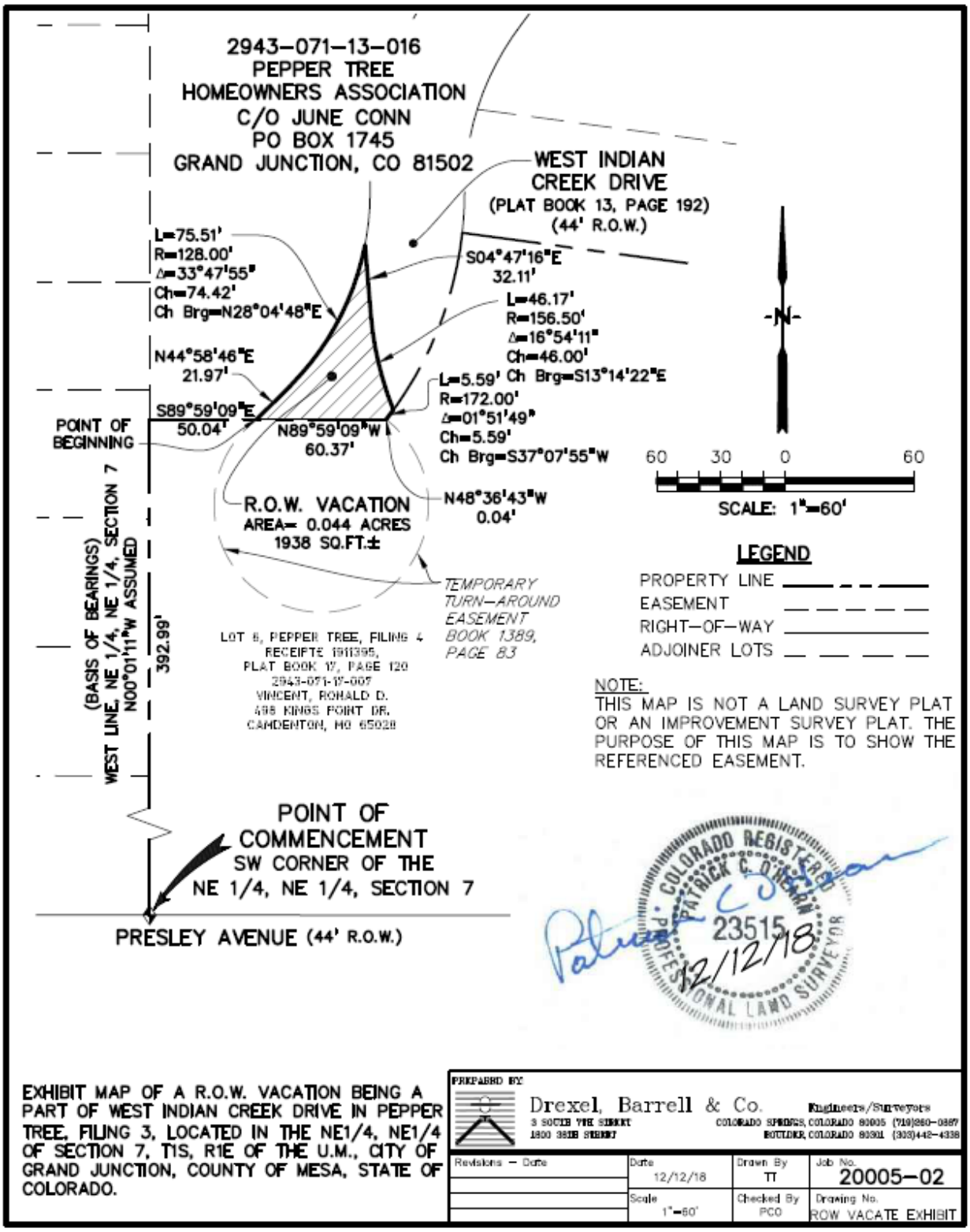
Adopted on second reading this _____ day of _____, 2019 and ordered published in pamphlet form.

ATTEST:

_____ _____

City Clerk Mayor

Exhibit A


2943-071-13-016
PEPPER TREE
HOMEOWNERS ASSOCIATION
C/O JUNE CONN
PO BOX 1745
GRAND JUNCTION, CO 81502
WEST INDIAN
CREEK DRIVE
(PLAT BOOK 13, PAGE 192)
(44' R.O.W.)
L=75.51'
R=128.00'
Δ=33°47'55"
Ch=74.42'
Ch Brg=N28°04'48"E
S04°47'16"E
32.11'
L=46.17'
R=156.50'
Δ=16°54'11"
Ch=46.00'
N44°58'46"E
21.97'
L=5.59' Ch Brg=S13°14'22"E
R=172.00'
Δ=01°51'49"
Ch=5.59'
Ch Brg=S37°07'55"W
S89°59'09"E
50.04'
N89°59'09"W
60.37'
POINT OF
BEGINNING
N48°36'43"W
0.04'
R.O.W. VACATION
AREA= 0.044 ACRES
1938 SQ.FT.±
TEMPORARY
TURN-AROUND
EASEMENT
BOOK 1389,
PAGE 83
(BASIS OF BEARINGS)
WEST LINE, NE 1/4, NE 1/4, SECTION 7
N00°01'11"W ASSUMED
392.99'
LOT 6, PEPPER TREE, FILING 4
RECEIPTE 1911395,
PLAT BOOK 17, PAGE 120
2943-071-17-007
VINCENT, RONALD D.
498 KINGS POINT DR.
CAMDENTON, MO 65020
N
60 30 0 60
SCALE: 1"=60'
LEGEND
PROPERTY LINE
EASEMENT
RIGHT-OF-WAY
ADJOINER LOTS
NOTE:
THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE REFERENCED EASEMENT.
POINT OF
COMMENCEMENT
SW CORNER OF THE
NE 1/4, NE 1/4, SECTION 7
PRESLEY AVENUE (44' R.O.W.)
COLORADO REGISTERED
PATRICK C. O'HEARN
23515
PROFESSIONAL LAND SURVEYOR
12/12/18
EXHIBIT MAP OF A R.O.W. VACATION BEING A PART OF WEST INDIAN CREEK DRIVE IN PEPPER TREE, FILING 3, LOCATED IN THE NE1/4, NE1/4 OF SECTION 7, T1S, R1E OF THE U.M., CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO.
PREPARED BY
Drexel, Barrell & Co.
Engineers/Surveyors
3 SOUTH 7TH STREET
1800 38TH STREET
COLORADO SPRINGS, COLORADO 80905 (719)260-0887
BOULDER, COLORADO 80301 (303)442-4338
Revisions — Date
Date 12/12/18
Drawn By TT
Job No. 20005-02
Scale 1"=60'
Checked By PCO
Drawing No. ROW VACATE EXHIBIT

Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: August 7, 2019

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: Jamie B. Beard, Assistant City Attorney

Information

SUBJECT:

A Resolution Authorizing and Ratifying a Contract with Winters Avenue, LLC for the Purchase of Property

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

Recently, the City of Grand Junction ("City") was approached by Doug Jones a member of Winters Avenue, LLC inquiring if the City had an interest in purchasing the property located at 1441 Winters Avenue. The parcel is located west of Riverside Parkway and north of the Las Colonias Park. With the development of the Las Colonias Business Park just across the Riverside Parkway this parcel has much potential for economic development in the future.

Terms were negotiated with Winters Avenue, LLC through the City Manager and the City Attorney.

BACKGROUND OR DETAILED INFORMATION:

Doug Jones Sawmill has operated at 1441 Winters Avenue in Grand Junction for many years. Mr. Jones has rented the City's parcels that abut 1441 Winters Avenue on the east and west since 2007 after selling some of his land used as a part of the sawmill business to the City for the Riverside Parkway.

The City's parcel that abuts on the east 1441 Winters Avenue is a part of the Las

Colonias Park and included within the Las Colonias Business Park Planned Development (Business Park). The City's parcel that abuts to the west is that land acquired as a portion was needed for the Riverside Parkway and the remainder abuts the Las Colonias Park land that is north of the Riverside Parkway.

Due to the City's interest and participation in developing the Las Colonias Park and encouraging the success of the Business Park, staff recognizes the value of this parcel to the City for economic development purposes. The redevelopment of this parcel consistent with the City's Greater Downtown Plan and its close vicinity to Las Colonias Park will be an asset to the community.

FISCAL IMPACT:

The direct fiscal impact is $1,800,000 with additional indirect costs associated with the sale. A supplemental appropriation to the 2019 Budget will be required for authorization of spending.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 48-19, a resolution authorizing and ratifying the City Manager's actions in offering to purchase the property located at 1441 Winters Avenue.

Attachments

1. Sawmill K
2. RES-1441 Winters Ave

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS4-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

(■ Property with No Residences)

(☐ Property with Residences-Residential Addendum Attached)

Date: July 23, 2019

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Grand Junction, a Colorado Home Rule Municipality (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ■ **Other** _____.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. Seller. Winters Ave., LLC (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Mesa, Colorado:

Lots 5 and 6, Colorado West Development Park Filing Two as recorded in the Mesa County Clerk and Recorder's records plus all of the vacated right-of-way abutting Lots 5 and 6 less that portion of Lot 6 previously granted to Buyer.

known as No. 1441 Winters Avenue, Grand Junction,CO 81501,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

All of the block wall along the southerly portion of Property including that installed on the Buyer's right-of-way on the south and east of the Property

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except NA. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

None

2.7. Water Rights, Well Rights, Water and Sewer Taps.

[x] **2.7.1. Deeded Water Rights.** The following legally described water rights:

Any and all water rights, well rights, water and sewer taps shall be transferred to Buyer with the Property at closing.

Any deeded water rights will be conveyed by a good and sufficient Warranty deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing:

Any and all rights related to any water rights associated with the Property.

☒ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is To be supplied by Seller.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

Any and all water stock certificates associated with the Property.

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

Any and all water and sewer taps transferred to Buyer at closing.

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

None

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	NA
		Title	
2	§ 8.1, 8.4	Record Title Deadline	30 days from execution of contract by both parties
3	§ 8.2, 8.4	Record Title Objection Deadline	40 days from execution of contract by both parties
4	§ 8.3	Off-Record Title Deadline	30 days from execution of contract by both parties
5	§ 8.3	Off-Record Title Objection Deadline	40 days from execution of contract by both parties
6	§ 8.5	Title Resolution Deadline	45 days from execution of contract by both parties
7	§ 8.6	Right of First Refusal Deadline	NA
		Owners' Association	
8	§ 7.2	Association Documents Deadline	30 days from execution of contract by both parties
9	§ 7.4	Association Documents Termination Deadline	40 days from execution of contract by both parties
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	20 days from execution of contract by both parties
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	NA
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	NA
13	§ 5.2	New Loan Termination Deadline	NA
14	§ 5.3	Buyer's Credit Information Deadline	NA
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	NA
16	§ 5.4	Existing Loan Deadline	NA
17	§ 5.4	Existing Loan Termination Deadline	NA

18	§ 5.4	Loan Transfer Approval Deadline	NA
19	§ 4.7	Seller or Private Financing Deadline	NA
		Appraisal	
20	§ 6.2	Appraisal Deadline	NA
21	§ 6.2	Appraisal Objection Deadline	NA
22	§ 6.2	Appraisal Resolution Deadline	NA
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	NA
24	§ 9.3	New ILC or New Survey Objection Deadline	NA
25	§ 9.3	New ILC or New Survey Resolution Deadline	NA
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	30 days from execution of contract by both parties
27	§ 10.3	Inspection Termination Deadline	40 days from execution of contract by both parties
28	§ 10.3	Inspection Resolution Deadline	45 days from execution of contract by both parti
29	§ 10.5	Property Insurance Termination Deadline	45 days from execution of contract by both parties
30	§ 10.6	Due Diligence Documents Delivery Deadline	20 days from execution of contract by both parties
31	§ 10.6	Due Diligence Documents Objection Deadline	30 days from execution of contract by both parties
32	§ 10.6	Due Diligence Documents Resolution Deadline	40 days from execution of contract by both parties
33	§ 10.6	Environmental Inspection Termination Deadline	45 days from execution of contract by both parties
34	§ 10.6	ADA Evaluation Termination Deadline	30 days from execution of contract by both parties
35	§ 10.7	Conditional Sale Deadline	NA
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	NA
37	§ 11.1,11.2	Estoppel Statements Deadline	20 days from execution of contract by both parties
38	§ 11.3	Estoppel Statements Termination Deadline	30 days from execution of contract by both parties
		Closing and Possession	
39	§ 12.3	Closing Date	To be agreed upon by parties
40	§ 17	Possession Date	At closing
41	§ 17	Possession Time	Immediately following closing
42	§ 28	**Acceptance Deadline Date**	August 1, 2019
43	§ 28	**Acceptance Deadline Time**	5:00 PM

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	$ 1,800,000.00	
2	§ 4.3	Earnest Money		$
3	§ 4.5	New Loan		$
4	§ 4.6	Assumption Balance		$
5	§ 4.7	Private Financing		$
6	§ 4.7	Seller Financing		$
7				
8				
9	§ 4.4	Cash at Closing		$ 1,800,000.00
10		**TOTAL**	$ 1,800,00.00	$ 1,800,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer $ NA (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a NA _____, will be payable to and held by NA _____ (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ■ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** NA _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at $_____ per _____ including principal and interest presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed $_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed $_____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and

compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Review. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ■ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2

(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☐ **Will** ■ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** None.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special taxing district as unsatisfactory to Buyer.

8.5. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.5.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.5.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM

RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☐ **New Survey** in the form of _____; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct; or

10.3.2. Terminate. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

[x] **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;

[x] **10.6.1.2.** Property tax bills for the last 3 years;

[x] **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

[x] **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;

[ ] **10.6.1.5.** Operating statements for the past _____ years;

[ ] **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;

[x] **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

[x] **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

[x] **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 5 years;

[x] **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

[x] **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or

other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

[x] **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

[x] **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

[ ] **10.6.1.14.** Other documents and information:

None

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. [ ] **Seller** [■] **Buyer** will order or provide [■] **Phase I Environmental Site Assessment,** [■] **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or [ ] _____, at the expense of [ ] **Seller** [■] **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by sixty days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, [ ] **Seller** [■] **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as None. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer [ ] **Does** [■] **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. [ ] There is **No Well**. Buyer [ ] **Does** [■] **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline.**

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 25.1, on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ■ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by Buyer _____.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

☐ special warranty deed ■ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

15.3. Status Letter and Record Change Fees. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter must be paid by ☐ **None** ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must be paid by ☐ **None** ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

15.4. Local Transfer Tax. ☐ **The Local Transfer Tax** of NA % of the Purchase Price must be paid at Closing by ■ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ■ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s): None in the total amount of NA % of the Purchase Price or $ None.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $ 250.00 for:

■ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

and must be paid at Closing by ☐ **None** ☐ **Buyer** ■ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ■ **None** ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller.**

15.8. FIRPTA and Colorado Withholding.

15.8.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the year of Closing, based on ■ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and Most Recent Assessed Valuation,** ☐ **Other** _____.

16.2. Rents. Rents based on ☐ **Rents Actually Received** ■ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ■ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and NA. Association Assessments are subject to change as provided in the Governing Documents.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan and No Others.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.7.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of $ 100.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ■ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Home Warranty. [Intentionally Deleted]

19.6. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

27. NOTICE, DELIVERY AND CHOICE OF LAW.

27.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

27.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

27.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

27.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;** and **Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence, and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

See the attached Exhibit "A" including additional provisions.

31. OTHER DOCUMENTS.

31.1. The following documents **are a part** of this Contract:

None

31.2. The following documents have been provided but are **not** a part of this Contract:

None

SIGNATURES

Buyer's Name:	City of Grand Junction, a Colorado Home Rule Municipality	Buyer's Name:	
Buyer's Signature	7/23/2019 Date	Buyer's Signature	Date
Address:	250 N. 5th Street Grand Junction, CO 81501	Address:	
Phone No.:	970-244-1503	Phone No.:	
Fax No.:		Fax No.:	
Email Address:	johns@gjcity.org and gregc@gjcity.org	Email Address:	

806 **[NOTE: If this offer is being countered or rejected, do not sign this document.**

Seller's Name: Winters Ave., LLC, a Colorado Limited Liability Company

Seller's Name: DOUGLAS L. JONES

Douglas L. Jones 7-24-19
Seller's Signature Date

Seller's Signature Date

Address: 1441 Winters Avenue
Grand Junction, CO 81501

Address:

Phone No.: 970-250-6285

Phone No.:

Fax No.: [redacted]

Fax No.:

Email Address: none

Email Address:

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808 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Buyer)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status**.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name:
Brokerage Firm's License #:
Broker's Name:
Broker's License #:

Broker's Signature Date

Address:

Phone No.:
Fax No.:
Email Address:

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.
(To be completed by Broker working with Seller)

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction. ☐ This is a **Change of Status.**

☐ **Customer.** Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

_____
Broker's Signature Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

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Exhibit "A"

30. This Contract is subject to ratification and formal approval by the City Council of the Buyer, if at all by midnight August 7, 2019. The Buyer may act only by and through a majority action of its City Council taken at a noticed, public meeting. The ratification and approval of this Contract, if at all, shall be evidenced by a resolution of the City Council.

At closing Seller may lease the property from Buyer by a separate lease agreement (Lease) with terms mutually agreeable by the parties rent free for a term ending November 30, 2020, or such other date as mutually agreed upon by the parties.

The Buyer and Seller, as parties hereto, represent and warrant that no brokers are entitled to a commission related to the contemplated transaction herein. Each party indemnifies and holds harmless the other party for any claim (including attorney fees) for a commission arising out of or related to this Contract.

RESOLUTION NO. _____ - 19

A RESOLUTION AUTHORIZING AND RATIFYING THE CITY MANAGER'S ACTIONS IN OFFERING TO PURCHASE THE PROPERTY LOCATED AT 1441 WINTERS AVENUE

RECITALS:

After due consideration of the benefits to the City of Grand Junction, on July 23, 2019, the City Manager offered to purchase the property located at 1441 Winters Avenue, Grand Junction, Colorado ("Property") after learning that Winters Avenue, LLC was considering the sale of the property. Doug Jones a member of Winters Avenue, LLC accepted the offer on July 24, 2019, understanding that by its terms and express conditions the contract is subject to a formal ratification and approval by the City Council.

The contract was drafted by and negotiated with the assistance of the City Attorney.

The Property is located in the immediate vicinity of the Las Colonias Park and the Las Colonias Business Park Planned Development. It is included within the Greater Downtown Plan area.

The purchase agreement has been presented for review by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION COLORADO, THAT:

The City Manager is authorized and his actions as well as the actions of the City Attorney taken heretofore are hereby ratified, approved and confirmed in the negotiating of the purchase agreement and the City Manager's executing the purchase agreement for the property located at 1441 Winters Avenue in Grand Junction, Colorado with Winters Avenue, LLC.

The City Manager is authorized and directed to take the necessary actions to complete the purchase in accordance with the agreement.

PASSED AND APPROVED this 7th day of August, 2019.

_____
Rick Taggart, President of the Council

Attest:

_____
Wanda Winkelmann, City Clerk